



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

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

**Monday, October 16, 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. Invocation.**
- 4. Citizens to be heard.**
- 5. Discuss and take possible action to approve the Regular Meeting Minutes of October 2, 2023.**
- 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.**
- 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.**
- 8. Discuss and take possible action to approve Bartlesville Film Authority Trust declaration. Presented by Mike Bailey, City Manager.**
- 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.**
- 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.**
- 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.**
- 12. Recess in order to move into the 1<sup>st</sup> Floor Conference Room for the workshop portion of the meeting.**

13. Presentation and discussion on a Debt Limit Policy. Presented by Jason Muninger, CFO/City Clerk.
14. Presentation and discussion on a Rate Study Policy. Presented by Jason Muninger, CFO/City Clerk.
15. Presentation and discussion on a Capital Plan Policy. Presented by Jason Muninger, CFO/City Clerk.
16. Presentation and discussion of possible updates to the City of Bartlesville Charter. Presented by Mike Bailey, City Manager.
17. Presentation and discussion of City Council Handbook. Presented by Mike Bailey, City Manager.
18. City Manager and Staff Reports.
19. City Council Comments and Inquiries.
20. Adjournment.

The Notice of Meeting was filed and posted at 5:00 p.m. on October 12, 2023, and the Agenda was received and posted in the Office of the City Clerk at 12:00 p.m. Friday, October 13, 2023, both posted in prominent public view at City Hall, Bartlesville, Oklahoma.

Jason Muninger

/s/ Elaine Banes

Jason Muninger, CFO/City Clerk

by Elaine Banes, Deputy City Clerk

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

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

\*Televised on Sparklight Channel 56

\*Workshop portions of City Council meetings will not be live streamed or televised. The public is welcome to attend in person.

**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.



**REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL  
Monday, October 2, 2023  
5:30 p.m.**

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

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

**MINUTES**

(The Notice of Meeting was posted December 15, 2022  
and the Agenda was posted September 28, 2023 at 5:30 p.m.)

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

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

- 1. The business meeting of the Bartlesville City Council was called to order at 5:32 p.m. by Mayor Copeland.**
- 2. Roll Call was held and a quorum established.**
- 3. The invocation was provided by Pastor Kristy Rogers, First Presbyterian Church.**
- 4. Citizens to be heard.**

There were no citizens to be heard.

- 5. City Council Announcements and Proclamations.**
  - Recognition and presentation of Meritorious Service Award to Firefighter Cody Nissen. Presented by Fire Chief David Topping.
  - National Fire Prevention Safety Week-October 8-14, 2023 Presented by Mayor Copeland.
  - National Colonial Heritage Month-October 2023. Presented by Ms. Roane.
  - Domestic Violence Awareness Month-October 2023. Presented by Mr. Dorsey.
  - Mental Illness Awareness Week-October 1-7, 2023. Presented by Mayor Copeland.
  - Manufacturing Month – October 2023. Presented by Vice Mayor Curd.
  - National American Indian Heritage Month – November 2023. Presented by Mr. Roszel.
- 6. Authorities, Boards, Commissions and Committee Openings**
  - One opening on the Ambulance Commission
  - One opening on the Bartlesville Library Trust Authority
  - One opening on the Library Board
  - One upcoming opening on the Park Board

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

## **7. Consent Docket**

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

- i. The Regular Meeting Minutes of September 5, 2023.
- ii. The Special Joint Meeting of the City Council and the Bartlesville Development Authority on September 19, 2023.

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

- i. Reappointment of Mr. Graeme Biggs to his first full-term of three years on the Bartlesville Community Center Trust Authority at the recommendation of Mayor Copeland.
- ii. Reappointment of Mr. Jon Lindblom, DDS to his first full-term of three years on the Park Board at the recommendation of Vice Mayor Curd.
- iii. Appointment of Mr. Richard Keim and Mr. Harry Deathe to three year terms each on the Community Center Trust Authority at the recommendation of Mayor Copeland.
- iv. Appointment of Mr. Bill Weintz to fill an unexpired term on the Street and Traffic Committee at the recommendation of Mr. Roszel.

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

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

- xi. Contract between the City of Bartlesville/Bartlesville Public Library Literacy Services and the Oklahoma Department of Libraries for funds to schedule and coordinate a variety of health and wellness programs for the Bartlesville community.

**d. Approval of Resolutions**

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

**e. Acceptance of Audit**

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

**f. Bartlesville NEXT Report**

- i. Bartlesville NEXT Progress Report – October 2023

**g. Receipt of Financials**

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

Mayor Copeland read the consent docket in its entirety. Vice Mayor Curd pulled Items 7.c.vii., 7.c.ix., 7.e. and 7.g. for further discussion. Ms. Roane pulled Item 7.c.viii. for further discussion.

Vice Mayor Curd moved to approve the consent docket as presented except for Items 7.c.vii., 7.c.viii., 7.c.ix., 7.e and 7.g, seconded by Mr. Dorsey.

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

Item 7.c.viii. Development Agreement between Arcadian Housing, LLC/LW Development, LLC and the City of Bartlesville relating to the development of the Arcadian Housing project located in Oak Wood Addition, Bartlesville, Washington County.

Ms. Roane provided background on the development and explained the purpose of the development agreement.

Ms. Roane moved to approve Item 7.c.viii. seconded by Mr. Dorsey.

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

Item 7.c.vii. Amendment No. 1 to the Design Contract with Heckenkemper Golf Course Design for design of the greens rebuild for Adams Municipal Golf Course.

Vice Mayor Curd reported that this is the next step in the green rebuild project. He added that he was concerned about the fee which he felt was excessive. Mr. Siemers stated that the fee is comparable to other fees of this type. Funding is from GO Bonds and private donations.

Item 7.c.ix. Agreement for Professional Planning and Landscape Architecture Services with Halff Associates, Inc. for a Comprehensive Plan for the City of Bartlesville.

At Vice Mayor Curd's request, Mr. Bailey explained that developing a Comprehensive Plan is part of the City Council approved Strategic Plan. Mr. Curtis reported that Halff Associates, Inc. was selected by a Comprehensive Plan Committee out of a group of 15 firms that submitted proposals in response to the City's Request for Qualification publicized this past summer. In response to questions, Mr. Curtis explained that the Plan will provide guidance to residents, developers, businesses, institutions, stakeholders, City policymakers and staff for the physical, economic, and social development of Bartlesville over the next 20 to 30 years. The plan will provide consistency and continuity for current and future City Councils and staff.

Item 7.e.i. Acceptance of the City of Bartlesville 2022 Financial Audit Report

At Vice Mayor Curd's request, Mr. Muninger reported that due to scheduling conflicts the complete Report will be presented by the auditor at the November 6, 2023 meeting. The City completed its FY 2022 Audit on September 29. The City received an unmodified opinion, which is a clean opinion stating the City's financials present fairly in all material respects.

Item 7.g.i. Interim Financials for two months ending August 31, 2023.

Mr. Muninger reported that Sales Tax is up, as is Use Tax.

Vice Mayor Curd moved to approve Items 7.c.vii., 7.c.ix., 7.e.i., and 7.g.i. as presented, seconded by Mr. Roszel.

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

**8. Discuss and take possible action to award Bid No. 2023-2024-008 for a Gravity Belt Polymer Feed System. Presented by Mr. Dorsey.**

Mr. Dorsey moved to award Bid No. 2023-2024-008 to Environmental Improvements, Edmond, OK, in the amount of \$51,300.00 as presented, seconded by Vice Mayor Curd.

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

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

Mr. Dorsey moved to award Bid No. 2023-2024-009 to Holt Truck Centers, Tulsa, OK, in the amount of \$151,037.45 as presented, seconded by Mr. Roszel.

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

**10. Public hearing, consideration, and possible action on a request by Josh and Kimberly Davis to close two (2) feet of the portion of the utility easement that runs north and south on the west side of the property in Lot 1, Block 4, Prairie Ridge Addition, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, Director of Engineering.**

Mr. Siemers reported that Mr. and Dr. Davis requested the closure because it was discovered when trying to sell the property that 6" of the hot tub sits inside the easement. When they purchased the home in 2014, the hot tub was shown to be out of the easement. Utility companies were contacted who verified that the hot tub was not constructed on top of any utilities and the partial closure was acceptable to them. There were no objections from City staff as well.

The Mayor opened the public hearing at 6:41 p.m. There being no one appear to speak; the Mayor closed the public hearing at 6:41 p.m.

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

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

**11. Public hearing, consideration, and possible action on a request to rezone 1.85 acres from IP (Industrial Park)/PUD (Planned Unit Development) to C-5 (General Commercial)/PUD, and for approval of a PUD Site Development Plan on property located at 219 N Virginia Ave., from Keith and Christy McPhail of B the Light Mission Foundation. Presented by Larry R. Curtis, Director, Community Development.**

Mr. Curtis reported that the property owner, B the Light Mission Foundation, is requesting to rezone 1.85 acres located at 219 N, Virginia from IP/PUD to C-5 with a new PUD and associated Site Development Plan in order to develop the property as a homeless shelter/rescue mission. The property has an existing 2-story building totaling over 50,000 sq ft of floor area. The applicants revised the PUD and Site Development Plan from their original plan to remove the proposed tiny homes and add 6-ft tall, opaque screening fencing around the proposed gardening/bee-keeping/chicken-keeping area. Mr. Curtis provided the mission of the Foundation; the Foundation's plans for the facility; Permitted Uses and Site Design Standards; Excluded uses of the facility; the City's specific criteria regarding parking, screening, landscaping, etc.; the environmental considerations, the schedule of development/phasing; how the development fits with the City's Strategic Plan; public notice and participation requirements. He reported that the City Planning Commission recommends approval of the rezoning and the Site Development Plan with the following condition: Housing and daycare shall not be permitted uses until documentation from Oklahoma Department of Environmental Quality has been provided to the City of Bartlesville stating that these uses are permitted in connection with the commercial/industrial land use restrictions on the site referenced in the ODEQ Brownfields Voluntary Redevelopment Certificate of No Action Necessary awarded to the U.S. Department of Energy dated November 1999. Regardless of the need for a building permit for remodeling/conversion of building space for these uses, issuance of a certificate of occupancy from the City of Bartlesville will be required prior to these uses commencing.

The Mayor opened the public hearing at 6:45 p.m. Appearing to speak were: Marti Karich, Pastor Rando, Shiloh Gamble, Sherri Smith, Don Stivers, Kim Breedlove, Tyler Vaclaw, Derrick Maynard who all spoke in favor of the rezoning.

Maria Clampitt, who has a business close to the site, spoke in favor of the rezoning, but requested that the Council disallow bee-keeping and chickens on site.

There being no one further appear to speak; the Mayor closed the public hearing at 7:09 p.m.

Discussion by the Council included confirming the location of the chicken coop; that the location of the garden/bee-keeping and chicken coop is the best location on the site; that the rezoning does allow bees and chickens; how the fence will have panels installed to block the bee hives and chicken coops from the neighboring property; and the CPC's condition involving ODEQ.

Ms. Roane moved to adopt the Ordinance to rezone 1.85 acres from IP (Industrial Park)/PUD (Planned Unit Development) to C-5 (General Commercial)/PUD, and for approval of a PUD Site Development Plan on property located at 219 N Virginia Ave.as presented, seconded by Vice Mayor Curd.

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

**12. Discuss and take possible action to adopt an Ordinance amending Ordinance 3277 pertaining to Bartlesville Municipal Code Section 7-17 Flood Prevention and Control. Presented by Micah Siemers, P.E. Director of Engineering.**

Mr. Siemers reported that the City of Bartlesville participates in the National Flood Insurance Program (NFIP). The NFIP makes federally backed flood insurance available for all buildings within the City of Bartlesville. The City is required to adopt and enforce the minimum standards for coverage under the NFIP. Within this program, there are opportunities for communities to exceed the minimum standards to attain a better Community Rating which affects what kind of discount citizens within the community are afforded on flood insurance policies. Communities are rated on a scale of 1-10 with 1 being the best possible rating and 10 being the rating for only meeting minimum standards. The City of Bartlesville is currently rated as a Class 7 Community through this program, which affords a 15% discount on flood insurance policies for the citizens of Bartlesville. The NFIP minimum standards are updated periodically by FEMA and become more stringent with each revision. Currently, the City of Bartlesville's Flood Damage Prevention Ordinance does not meet one of the new prerequisites for Class 8 communities in the standards updated in 2022 with respect to elevating mechanical and electrical equipment above the base flood elevation (BFE). We have enforced this already, but it is not spelled out in our Municipal Code. The City does not meet the Class 7 rating and does meet all prerequisites for even the Class 8 rating. Staff made proposed modifications to Section 7-17(f) of the Bartlesville Municipal Code that will meet these prerequisites to help maintain our Class 7 rating, and recommends approval of the Ordinance.

Vice Mayor Curd moved to adopt the Ordinance as presented, seconded by Ms. Roane.

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



**13. Discuss and take possible action to adopt an Ordinance amending Chapter 17, Streets, Sidewalks, and Other Public Places, Article IV, Sidewalks, of the Bartlesville, Municipal Code concerning the Construction of Sidewalks. Presented by Larry R. Curtis, Director, Community Development.**

Mr. Curtis reported that the City has undertaken a comprehensive review and revision of its sidewalk ordinances to address evolving urban planning challenges and ensure a pedestrian-friendly infrastructure. He began by reviewing State Statutes in Title 11, Section 36-103 and 104 which provides how improvements are funded and how property owners are responsible for sidewalk repairs.

He continued reporting that the sidewalk ordinance update includes a new definition for “Legacy Subdivisions” has been incorporated, highlighting those subdivisions approved before 2000, which often lack sidewalks. While the mandate for sidewalks on both sides of arterial, collector, and residential streets remains, there is now an added provision exempting Legacy Subdivisions from sidewalk requirements if no sidewalks currently exist therein. Additionally, the ordinance has been amended to stress the inclusion of sidewalks in any new or refurbished transportation projects, emphasizing the City’s forward-thinking approach. The “sidewalk fee-in-lieu” section has seen changes as well, with the introduction of an option that addresses “orphaned sidewalks” by collecting fees, allowing the City to focus on high-traffic pedestrian areas. This change emphasizes a strategic, interconnected approach to sidewalk development. Conversely, the previously existing “payment in-kind option” within the fee-in-lieu section, which had several conditions tied to property changes, has been removed for simplification. Furthermore, for “Critical Sidewalk Areas”, the ordinance now provides clarity that these are areas with 100 feet of construction projects or existing sidewalks. Lastly, a previous restriction within the “Creation of Separate Fund; Use of Sidewalk Fees Collected” section, which limited the use of fees-in-lieu for specific sidewalk improvements, has been eliminated, allowing for potentially greater flexibility in fund allocation.

Discussion ensued regarding clarity about Legacy Sidewalks; how this is a first step with possible adjustments in the future; that the current moratorium is soon to lapse; and how additional time is needed to study the ordinance and get questions answered on various aspects of the ordinance. .

Vice Mayor Curd moved to table taking action on the Ordinance to allow for further discussion until the December 4, 2023 Regular Meeting of the City Council, and to extend the existing sidewalk moratorium until December 4, 2023, seconded by Ms. Roane.

Ms. Roane asked Mr. Curtis to forward his PowerPoint to the Council members.

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

**14. Discuss and take possible action to adopt an Ordinance amending Chapter 12, article XI of the Bartlesville Municipal Code pertaining to Equal Access to Housing, Sections 12-179 and 12-185. Presented by Larry R. Curtis, Director, Community Development.**

Mr. Curtis reported that the Oklahoma Department of Commerce notified the City that it needed to update its Equal Access to Housing ordinance to be compliant with set standards for access to Community Development Block Grants (CDBG). The updates include assisting complaints with filing a complaint with the Housing & Urban Development (HUD) Secretary; empowering the City Attorney to file criminal cases that are supported by the facts made

known through the complaint and hearing process before the fair housing council; and imposing a fine for violations.

Vice Mayor Curd moved to adopt the Ordinance as presented, seconded by Mr. Dorsey.

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

**15. Discuss and take possible action on proposed amendments to Chapter 20, Division 7 of the Bartlesville Municipal Code pertaining to Water Shortages. Presented by Mike Bailey, City Manager.**

Mr. Bailey reported that the Bartlesville Water Resources Committee reviewed the amendment to the water shortage ordinance, and has brought forward a recommendation to the City Council for further amendment. He began his presentation providing water supply as of September 28, 2023; explaining the weighted water supply based on water rights; explaining the gaps in the original and current ordinance; showing which stages were effective and/or ineffective with graphs; the goal of managing consumption so that the Caney River water is all that is needed, keeping the lakes unaffected; the difference in residential and wholesale consumption; commercial consumption numbers; how car washes had increased consumption levels; and how the Committee did not wish to target any one business but develop a high use line rate increase. He then reviewed the proposed amendments individually and the reasons for them. A summary of the modifications is shown below.

- Provides the City Manager operational flexibility to implement restrictions (except rate increases) based on an assessment of relevant circumstances (just entered stage, rain is forecasted in the near future, etc.);
- The threshold for each stage was modified to include the overall water remaining, which is the current measure for water supply, and water supply remaining based on water right. This accounts for the current water level disparity between Hulah and Copan Lake.
- Stage 1 (water supply between 80% - 70%), moved outdoor watering restrictions from Stage 2, to Stage 1 (2 days per week). Also provided exceptions for hand watering and use of rain water or grey water.
- Stage 2 (water supply between 70% - 60%), added provision to prohibit car/boat/etc. washing outside of a vehicle wash facility.
- Stage 2, added a provision to prohibit water use for testing of new water or wastewater facilities.
- Stage 2, emergency water rates – increased emergency water rates for water use above 10k gallons and added a new block rate for water usage over 100k gallons. Still requires separate Council action to implement the emergency water rates if restrictions do not lower average consumption below 5.5 million gallons per day.
- Stage 3 (water supply between 60% - 50%), outdoor watering 1 day per week, still allows for hand watering and use of non-potable water.
- Stage 3, do not allow outdoor pools, hot tubs, spas to be filled.
- Stage 3, emergency water rates, increased rates for water use above 10k gallons and added a new block rate for water usage over 100k gallons. Still requires separate Council action to implement the emergency water rates if restrictions do not lower average consumption below 4.75 million gallons per day.
- Stage 4 (water supply less than 50%), complete ban on outdoor watering, except using rain water. Use of grey water outdoors is prohibited.

- Stage 4, closes all private and public pools. No water may be added to an indoor or outdoor pool or hot tub unless necessary to maintain the water purification system or structural integrity of the pool or hot tub.
- Stage 4, emergency water rates, increased water rates for all consumption above 2k gallons and added a new block rate for water usage over 100k gallons. Still requires separate Council action to implement the emergency water rates if restrictions do not lower average consumption below 4.25 million gallons per day.
- Exceptions, provided a list of exceptions to the water restrictions – water flushing, firefighting, use of water for construction and washing/sanitizing trash trucks and food equipment needed for public health.

Discussion covered how to effectively lower consumption; how the Bartlesville Water Resources Committee took into consideration the effect of rates on all users; the differences in rates for 3" meters and the lesser sized meters; how 98% of customers will see zero impact on rates; and that basically only commercial/wholesale customers will see an increase, as well as residential customers using 10,000 gallons and up. Mr. Roszel stated his concerns about the amendments, i.e., raising rates, closing private pools in Stage 4, and having one person with the authority to activate stages. He inquired if the City had the authority to close car washes. Mr. Kane did not feel the City could pick which business should be closed during drought situations, and he felt adding the new line/block of rates for those who use over 150,000 gallons per month would have a fair overall effect. Further discussion covered public and private pools and the pros and cons of closing them should the water situation reach Stage 4. Ms. Roane added that the Water Resources Committee covered everything that has been discussed tonight, with a great deal of input from members, staff and citizens in order to bring these recommendations to the City Council. Mr. Bailey added that an appeal process is included in the ordinance that would be heard by a variance committee if there is a hardship on a family or business. In response to Mr. Roszel's statement about the City's authority, Mr. Bailey stated that in the Ordinance under Stage 4, there is an emergency clause that gives the City Council authority to take emergency action. Additionally, Mr. Bailey stated that if this action is tabled, then the moratorium on raising rates would need to be extended, since the City is currently in Stage 2 of the current water shortage ordinance.

Vice Mayor Curd moved to adopt the Ordinance amending Chapter 20, Division 7 of the Bartlesville Municipal Code pertaining to Water Shortages as presented, seconded by Mr. Dorsey.

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

## **16. New Business.**

There was no new business to address.

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

Mr. Bailey encouraged citizens living within the city limits of Bartlesville to vote in the G O Bond Election October 10. Early voting is available on October 5 and 6 on the 4<sup>th</sup> floor of City Hall in the Washington County Election Board office.

The water disinfection project is underway so citizens may notice a higher chlorine smell and taste during this time. The water continues to be safe to drink.

**18. City Council Comments and Inquiries.**

Ms. Roane thanked Bartlesville for attending the Back to Bartlesville Fly-In this past weekend. It was a great success.

Mayor stated that there is a lot of good people and a lot of good things happening in Bartlesville.

**19. There being no further business to address, Mayor Copeland adjourned the meeting at 9:13 p.m.**

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Dale W. Copeland, Mayor

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Jason Muninger, CFO/City Clerk

**RESOLUTION AUTHORIZING SALE OF 2023 BONDS**

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA (THE "CITY") MET IN SPECIAL SESSION IN THE COUNCIL CHAMBERS AT CITY HALL LOCATED AT 401 SOUTH JOHNSTONE AVENUE IN SAID CITY ON THE 16<sup>TH</sup> DAY OF OCTOBER, 2023, AT 5:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of this Special Meeting was given in writing to the City Clerk of the City of Bartlesville, Oklahoma, at \_\_\_ o'clock p.m. on the \_\_\_ day of October, 2023, forty-eight (48) hours or more prior to this meeting, and public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o'clock p.m. on the \_\_\_ day of October, 2023, by posting on the City's Internet website ([www.cityofbartlesville.org](http://www.cityofbartlesville.org)) and by posting at the entry to City Hall, 401 South Johnstone Avenue, Bartlesville, Oklahoma, 74003, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the City made the notice of a public meeting available to the public in the principal office of the public body (401 South Johnstone Avenue, Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced the proposed municipal resolution set forth hereinbelow, which was read by Title by the Clerk or Deputy Clerk and upon motion by Councilmember \_\_\_\_\_, and seconded by Councilmember \_\_\_\_\_, said Resolution was adopted by the following vote:

AYE:

NAY:

The Resolution was thereupon signed by the Mayor or Vice Mayor, attested by the City Clerk or Deputy Clerk, sealed with the seal of said municipality, and is as follows:

[Resolution No. \_\_\_ begins on following page]

## RESOLUTION NO. 3682

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.

WHEREAS, on the 25<sup>th</sup> day of August, 2020, pursuant to notice duly given, an election was held in the City of Bartlesville, Oklahoma (the “City”), for the purpose of submitting to the registered qualified electors of such City as Proposition No. 1, the question of the issuance of general obligation bonds for said City in the sum of Three Million Nine Hundred Ninety Three Thousand Dollars (\$3,993,000) to provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City (referred to herein as the “Public Safety Buildings and Facilities Bonds”); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered, qualified electors of said City 4,624 votes, which 3,063 were in favor of and 1,561 were against the issuance of said Public Safety Buildings and Facilities Bonds; and

WHEREAS, a lawful majority of the registered, qualified voters voting on Proposition No. 1 cast their ballots in favor of the issuance of Public Safety Buildings and Facilities Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, on the 25<sup>th</sup> day of August, 2020, pursuant to notice duly given, an election was held in the City for the purpose of submitting to the registered qualified electors of such City as Proposition No. 2, the question of the issuance of general obligation bonds for said City in the sum of One Million Four Hundred Eight Thousand Dollars (\$1,408,000) to provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City (referred to herein as the “Municipal Buildings and Facilities Bonds”); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 2 by the registered, qualified electors of said City 4,630 votes, which 2,999 were in favor of and 1,631 were against the issuance of said Municipal Buildings and Facilities Bonds; and

WHEREAS, a lawful majority of the registered, qualified voters voting on Proposition No. 2 cast their ballots in favor of the issuance of Municipal Buildings and Facilities Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, on the 25<sup>th</sup> day of August, 2020, pursuant to notice duly given, an election was held in the City for the purpose of submitting to the registered qualified electors of such City as Proposition No. 3, the question of the issuance of general obligation bonds for said City in the sum of Eight Million Two Hundred Seventy Four Thousand Dollars (\$8,274,000) to provide funds for the purpose of constructing, reconstructing, repairing, improving, and rehabilitating existing streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements) (referred to herein as the “Street and Bridge Bonds”); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 3 by the registered, qualified electors of said City 4,635 votes, which 3,711 were in favor of and 924 were against the issuance of said Street and Bridge Bonds; and

WHEREAS, a lawful majority of the registered, qualified voters voting on Proposition No. 3 cast their ballots in favor of the issuance of Street and Bridge Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, on the 25<sup>th</sup> day of August, 2020, pursuant to notice duly given, an election was held in the City for the purpose of submitting to the registered qualified electors of such City as Proposition No. 4, the question of the issuance of general obligation bonds for said City in the sum of Two Million Seven Hundred Twenty Five Thousand Dollars (\$2,725,000) to provide funds for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, all to be owned exclusively by the City (referred to herein as the “Parks and Recreational Facilities Bonds”); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 4 by the registered, qualified electors of said City 4,424 votes, which 3,043 were in favor of and 1,381 were against the issuance of said Parks and Recreational Facilities Bonds; and

WHEREAS, a lawful majority of the registered, qualified voters voting on Proposition No. 4 cast their ballots in favor of the issuance of Parks and Recreational Facilities Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, there is currently authorized, yet unissued, \$633,000 of Public Safety Buildings and Facilities Bonds (Proposition No. 1); and

WHEREAS, there is currently authorized, yet unissued, \$1,083,000 of Municipal Buildings and Facilities Bonds (Proposition No. 2); and

WHEREAS, there is currently authorized, yet unissued, \$4,244,000 of Street and Bridge Bonds (Proposition No. 3); and

WHEREAS, there is currently authorized, yet unissued, \$940,000 of Parks and Recreational Facilities Bonds (Proposition No. 4); and

WHEREAS, the City Council of said City pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, hereby deems it necessary and beneficial at the present time to sell and issue \$633,000 of said Public Safety Buildings and Facilities Bonds, \$1,083,000 of said Municipal Buildings and Facilities Bonds, \$4,244,000 of said Street and Bridge Bonds, and \$940,000 of said Parks and Recreational Facilities Bonds, and to offer all of said bonds for sale as a combined issue.

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

SECTION 1. That the \$633,000 of said Public Safety Buildings and Facilities Bonds, \$1,083,000 of said Municipal Buildings and Facilities Bonds, \$4,244,000 of said Street and Bridge Bonds, and \$940,000 of said Parks and Recreational Facilities Bonds of said municipality voted on the 25<sup>th</sup> day of August, 2020, shall be combined for purposes of sale as authorized by Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, and shall be sold at public sale in the aggregate amount of \$6,900,000 and shall be called “Combined Purpose General Obligation Bonds, Series 2023”.

SECTION 2. That the Combined Purpose General Obligation Bonds, Series 2023 in the amount of \$6,900,000 of the City of Bartlesville, Oklahoma (referred to herein as the “Bonds”), shall be offered for sale and bids shall be received in the form of sealed bid, facsimile bid, electronic (Parity®) bid or similar secure electronic bid in the Council Chambers at City Hall on the 20<sup>th</sup> day of November, 2023 at 11:00 o’clock A.M., Central Time, and that said Bonds shall become due as follows:

\$860,000 on December 1, 2025, and \$860,000 annually each year thereafter until paid, except the last payment shall be \$880,000.

The City Council intends to convene on said date to consider the bids and take action to award the Bonds; the City Council is presently scheduled to convene at 5:30 o’clock, P.M. on November 20, 2023, in the Council Chambers at City Hall, 401 South Johnstone Avenue, Bartlesville, Oklahoma, 74003, provided, however, the City Council reserves the right to change the location or time of the meeting in a manner consistent with the Oklahoma Open Meetings Act, and provided further, the City Council reserves the right to convene said meeting as a video and/or teleconference, as permitted under the Oklahoma Open Meetings Act. The City Council hereby confirms and stipulates that bids for the Bonds shall be made by sealed or electronic bids, that the Bonds shall be sold to the bidder bidding the lowest interest cost, to be determined based on true interest cost as calculated from December 1, 2023, and that each bidder on the Bonds shall submit with its bid a sum in cash, cashier’s check, surety bond or similar security undertaking as stipulated by the City, payable to the Treasurer of the City, equal to two (2%) percent of the par value of the Bonds.

SECTION 3. That BOKF, NA, Oklahoma City, Oklahoma, is hereby designated as Paying Agent/Registrar for said Bonds and the Mayor or Vice Mayor is authorized to execute an agreement for such services. That Kutak Rock LLP is hereby designated as Disclosure Counsel for said Bonds and the Mayor or Vice Mayor is authorized to execute an agreement for such services.



SECTION 4. The form of Preliminary Official Statement outlining the terms, conditions and security for the Bonds is hereby adopted and approved, and the Mayor or Vice Mayor is authorized to approve any corrections, additions or deletions thereto for and on behalf of the City. Thereupon, the Mayor or Vice Mayor is authorized and directed to execute and deliver the Preliminary Official Statement for and on behalf of the City, and further, the Mayor or Vice Mayor is authorized and directed to execute and deliver for and on behalf of the City a certificate deeming the Preliminary Official Statement to be “final” in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934. Distribution of the Preliminary Official Statement by the Financial Advisor in connection with the sale of the Bonds is hereby expressly authorized; and further, the Mayor or Vice Mayor is authorized and directed to approve, execute and deliver a Final Official Statement or Official Statement for and on behalf of the City upon issuance of the Bonds.

SECTION 5. The City hereby ratifies and confirms the Continuing Disclosure Policies and Procedures for and on behalf of the City and its Public Trusts (as defined in said Policies and Procedures), with respect to Obligations (as defined in said Policies and Procedures) that may be subject to continuing disclosure requirements pursuant to SEC Rule 15c2-12.

SECTION 6. That the City Clerk is hereby ordered to cause notice of the sale of said Bonds to be given as required by state law.

SECTION 7. The Mayor, Vice Mayor, City Manager, Treasurer, and City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities related documents or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 16<sup>TH</sup> DAY OF OCTOBER, 2023.

CITY OF BARTLESVILLE, OKLAHOMA

(SEAL)

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Mayor

ATTEST:

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City Clerk

STATE OF OKLAHOMA            )  
  ) SS  
COUNTY OF WASHINGTON        )

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

I further certify that attached hereto is a true and complete copy of the public notice of the special meeting of the governing body of the City of Bartlesville, Oklahoma having been given in writing to the City Clerk of Bartlesville, Oklahoma, at \_\_\_ o'clock p.m. on the \_\_\_ day of October, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o'clock p.m. on the \_\_\_ day of October, 2023, by posting on the City's Internet website ([www.cityofbartlesville.org](http://www.cityofbartlesville.org)) and by posting at the entry to City Hall, 401 South Johnstone Avenue, Bartlesville, Oklahoma, 74003, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the City made the notice of a public meeting available to the public in the principal office of the public body (401 South Johnstone Avenue, Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and seal this 16<sup>th</sup> day of October, 2023.

(SEAL)

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

**NOTICE OF SALE OF 2023 BONDS**

In accordance with Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, notice is hereby given that the City of Bartlesville, Oklahoma (the "City"), will receive bids by sealed bid, facsimile bid, electronic (Parity®) bid or similar secure electronic bid on the 20<sup>th</sup> day of November, 2023, at 11:00 A.M., Central Time, in the Council Chambers at City Hall located at 401 South Johnstone Avenue, Bartlesville, Oklahoma, 74003, for the sale of \$6,900,000 Combined Purpose General Obligation Bonds, Series 2023 dated December 1, 2023, of said City, which Bonds will mature as follows: \$860,000 on December 1, 2025, and \$860,000 annually each year thereafter until paid, except the last payment shall be \$880,000. The City Council intends to convene on said date to consider the bids and take action to award the Bonds; the City Council is presently scheduled to convene at 5:30 o'clock, P.M. on November 20, 2023, in the Council Chambers at City Hall, 401 South Johnstone Avenue, Bartlesville, Oklahoma, 74003, provided, however, the City Council reserves the right to change the location or time of the meeting in a manner consistent with the Oklahoma Open Meetings Act, and provided further, the City Council reserves the right to convene said meeting as a video and/or teleconference, as permitted under the Oklahoma Open Meetings Act.

Said Bonds shall be sold to the bidder bidding the lowest true interest cost the Bonds shall bear, and agreeing to pay par and accrued interest for the Bonds. The lowest true interest cost will be calculated by doubling the semi-annual interest rate necessary to discount the debt service on the Bonds to the price bid for the Bonds. The date from which the annual true interest rate will be calculated is December 1, 2023. Each bidder shall submit with the bid a sum in cash, cashier's check, surety bond or similar security undertaking as stipulated by the City, payable to the Treasurer of the City, equal to two (2%) percent of the par value of the Bonds, or \$138,000.00. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such bond in the State of Oklahoma, and such bond must be submitted to the City or the Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. All bids must comply with the parameters set forth in the Notice of Sale and Instructions to Bidders, a copy of which may be obtained by contacting the City's Financial Advisor (Municipal Finance Services, Inc., c/o Linda Scoggins (405) 340-1727 or [lindascoggins@mfsok.com](mailto:lindascoggins@mfsok.com)). The City reserves the right to reject all bids.

WITNESS my official hand and the seal of said City this 16<sup>th</sup> day of October, 2023.

(SEAL)

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City Clerk

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## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

This memo shall serve as the staff report for multiple related agenda items which are listed below.

Discuss and take action to approve an addendum to the lease agreement between City of Bartlesville and First Christian Church.

Discuss and take action to approve Bartlesville Film Authority Trust declaration.

Discuss and take action to appoint a member of the City Council to serve as Trustee on the Bartlesville Film Authority.

Discuss and take action to approve Project Cost Advancement MOU between the City of Bartlesville and the Bartlesville Redevelopment Trust Authority.

Discuss and take action to approve Disposition and Development Agreement between the City of Bartlesville, the Bartlesville Redevelopment Trust Authority, and Buffalo Roam Studios, LLC.

### Attachments:

Lease addendum between First Christian Church and City of Bartlesville  
Bartlesville Film Authority Trust Declaration  
Project Cost Advancement MOU between City and BRTA  
Disposition and Development Agreement between City, BRTA, and Buffalo Roam

## II. STAFF COMMENTS AND ANALYSIS

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

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

The Council heard the recommendation from the review committee at its May 1, 2023 Council meeting. On September 5, 2023, the City Council approved a terms sheet between the City, BRTA, and BR. The major terms are summarized below:

**City responsibility:**

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

**Buffalo Roam's responsibility:**

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

There were various other technical details included in the term sheet, but the above terms are the major components. The major milestones upon which we agreed are detailed below.

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

At this point in the project, we now have the final documents necessary to finalize this deal.

Specifically, we have the final lease with “purchase option” between the City and FCC. This lease was previously approved by the Council, but FCC has requested the attached addendum which addresses the responsibility for the columbaria. Staff and Buffalo Roam are both in support of this addendum.

We will also approve the trust authority declaration which will start the process of creating the Bartlesville Film Authority. We will also need to appoint one Councilmember to serve on this board. The other members shall be Tracy Roles, a BDA appointee, a BRTA appointee, and a Visit Bartlesville appointee.

During discussions with the BRTA, there was concern that this large of a withdraw from their cash reserves at this time may create a shortfall for projects that are currently under discussion. In order to backstop the BRTA against any short-term cash flow issues, the City is agreeing to loan up to \$1M from the Economic Development Fund. The BRTA will repay these funds from future TIF property tax receipts. This MOU is integral to ensuring the BRTA can meet their commitment to provide \$1M in funding for this project.

The final document to be approved as part of this transaction is the Development Agreement between the City, BRTA, and Buffalo Roam. This document tracks along with the terms included in the term sheet approved September 5, 2023.

Each of these items is dependent upon all the others, so while they will be considered individually, they truly are a package. Please let me know if you have any questions or concerns.

### **III. RECOMMENDED ACTION**

Approve all attached documents as presented.

## **ADDENDUM**

This "Addendum" is made and entered into on this \_\_\_\_ day of October, 2023, by and between First Christian Church, hereinafter referred to as "Lessor", and the City of Bartlesville, hereinafter referred to as "Lessee".

## **RECITALS**

- A. The Lessor, and the Lessee, entered into a Lease Agreement for the lease with option to purchase certain property, dated as of the \_\_\_\_ day of October, 2023 ("Agreement").
- B. The Parties have determined and agreed to replace certain terms contained in the Agreement relating to the Columbaria and the engraved church name located upon the exterior West wall.

## **AGREEMENT**

The Lease Agreement entered into by the Parties is amended, modified and supplemented to in the following respects only:

- 1.) The following paragraph 8 of the Agreement is amended to read as follows, to wit:

8. Columbaria. The two (2) existing Columbaria in the Church shall remain in use on the property for a term of five (5) years with the commitment that at the end of five (5) years the Lessee shall take possession of the cremation remains remaining in the Columbaria and shall place them, at Lessee's expense, at White Rose Cemetery, in such manner as is customary and in the discretion of Lessee. Following the execution of this Agreement, Lessor shall send by first class mail notice to the known family members, as previously determined, that the families must claim their remains before the end of the five (5) year term if they do not want them moved to White Rose Cemetery. During the five (5) year term, Lessee, or its Assigns, including any subsequent transferee of the property, shall allow access to the Columbaria for family members upon a reasonable request and at a reasonable time.

- 2.) As an additional term of the Agreement, the transferee of the Lease Agreement, and or new title holder to the property, which is contemplated to be Buffalo Roam Studios, LLC ("Buffalo Roam") is allowed to cover the engraved church name located upon the West outside wall with the understanding that a Bronze Plaque will be placed



at the West entrance with such inscriptions as provided by Lessor, and at Buffalo Roam's expense.

IN WITNESS WHEREOF, the parties have executed this Addendum at Bartlesville, Oklahoma, the day and year set forth above.

**[Signature Page Follows]**

Lessor  
First Christian Church

By: \_\_\_\_\_  
Trustee Chair

Lessee  
City of Bartlesville

By: \_\_\_\_\_  
City Manager

**DECLARATION OF TRUST**  
**OF**  
**BARTLESVILLE FILM AUTHORITY**

**KNOW ALL MEN BY THESE PRESENTS:**

**I. DECLARATION AND COVENANT**

The undersigned Trustor hereby contracts with the undersigned Trustees, and the latter, as individuals and not as holders of public office, hereby do declare and covenant, between themselves and unto the Trustor, the State of Oklahoma and the Beneficiary hereinafter described, that they and their successors do and will hold, receive and administer the Trust Estate hereinafter described, as Trustees of a public trust under and pursuant to the laws of the State of Oklahoma now in force and effect (generally, but not exclusively, Title 60, Oklahoma Statutes, Sections 176-180.3, inclusive, as amended, and the Oklahoma Trust Act), solely for the use and benefit of the Beneficiary for the public purposes and functions hereinafter set forth, in the manner provided in this instrument or, in the absence of applicable provision herein, then in the manner now provided by law. The aforesaid public trust is created by virtue of the execution of this instrument by the individuals signing the same as the Trustor and initial Trustees hereunder; and neither the acceptance of the beneficial interest hereunder, nor the endorsement hereon of such acceptance, for and on behalf of the designated Beneficiary as provided by law, nor the fact that, at the time of signing this instrument, some or all of the initial Trustees are members of the governing body thereof, shall be deemed or construed to be the creation of a public trust by such Beneficiary or the governing body thereof.

The undersigned Trustor hereby forever irrevocably conveys, relinquishes and assigns to the Trustees of the Authority any and all right, title and interest he may have in and under this Declaration of Trust and the trust created hereunder, including, without limitation, the right to consent to and approve any changes, amendments or supplements to this Declaration of Trust.

**II. NAME**

The name of this Trust shall be, and the Trustees thereof in their representative fiduciary capacity shall be designated as the “Bartlesville Film Authority”. Under that name, the Trustees shall, so far as practicable, conduct all business and execute all instruments in writing, and otherwise perform their duties and functions, in execution of this Trust.

**III. PURPOSE**

The purposes of this Trust, for and on behalf of the Beneficiary as hereinafter described, are:

- (a) To establish, provide, maintain, construct, set apart, promote the general economic welfare, industry and security of the general public within and near the boundaries of the

Beneficiary and to promote the development of educational, industrial, recreational and cultural activities and facilities within and near the territorial limits of the Beneficiary;

- (b) To furnish and supply to the United States of America, the State of Oklahoma, the Beneficiary and/or any governmental agency or instrumentality or any of them, or to any one or more of them, buildings, equipment and other facilities for all purposes that the same be authorized or proper as a function of the Beneficiary as or if expressly authorized by law for the furtherance of the general convenience, welfare, public health and safety of the Beneficiary and its inhabitants;
- (c) To promote the development of the film, video, and television production industry, and cultural, industrial, manufacturing, and educational activities related thereto, within and without the territorial limits of the Beneficiary and to thereby provide industrial and cultural facilities and additional employment and activities which will benefit and strengthen culture and the economy of the Beneficiary and the State of Oklahoma related to the film, video, and television production industry;
- (d) To institute, furnish, provide and supply services and facilities for the conservation and implementation of the public welfare and protection and promotion of the public health to the Beneficiary and to agencies, instrumentalities and subdivisions thereof and to the inhabitants, owners and occupants of property, and to governmental, industrial, commercial and mercantile entities, establishments and enterprises within the territorial limits of the Beneficiary, to such extent and in such manner as now is or hereafter shall be a proper function of the Beneficiary as or if expressly authorized by law for the furtherance of the general convenience, welfare, public health and safety of the Beneficiary and its inhabitants;
- (e) To promote the development of recreational and cultural activities within and near the territorial limits of the Beneficiary related to the film, video, and television production industry, and to thereby provide recreational and cultural facilities and additional employment and activities which will benefit and strengthen culture and the economy of the Beneficiary;
- (f) For the furtherance of the greater convenience and welfare of the Beneficiary and the inhabitants thereof, to provide and/or to aid in providing and/or to participate in providing to the United States of America, the State of Oklahoma, the Beneficiary, the municipalities located within and near the Beneficiary, the school district and/or districts included in whole or in part, within the limits of the Beneficiary, and/or any agency or instrumentality or either or any of them, or to any one or more of them, facilities and/or services of any and/or all kinds necessary or convenient for the functioning thereof as such functioning relates to or can be benefitted by increased activity or education with respect to the film, video, and television production industry;
- (g) To hold, maintain and administer any leasehold rights in and to properties of the Beneficiary demised to the Trustees, and to comply with the terms and conditions of any leases providing said rights;

- (h) To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate or otherwise deal with, any and all physical properties and facilities needful or convenient for utilization in executing or promoting the execution of the aforesaid trust purposes or any of them, or which may be useful in securing, developing and maintaining the film, video, and television production industry and related industrial, cultural, educational, manufacturing or other activities in the Beneficiary and territory in proximity thereto, or which may be useful in promoting culture and education in the aforesaid area; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all of said properties and facilities either in execution of any of the aforesaid trust purposes or in the event that any thereof shall no longer be needful for such purposes;
- (i) To provide funds for the costs of financing, acquiring, constructing, installing, equipping, repairing, remodeling, improving, extending, enlarging, maintaining, operating, administering and disposing of or otherwise dealing with any of the aforesaid physical properties and facilities, and for administering the Trust for any or all of the aforesaid trust purposes, and for all other charges, costs and expenses incidental thereto; and in so doing to incur indebtedness, either unsecured or secured by any part or parts of the Trust Estate and/or revenues thereof; and
- (j) To expend all funds coming into the hands of aforesaid costs and expenses, and in the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any other debt or obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary for the payment of all or any part of the principal and/or interest of any bonded indebtedness of the Beneficiary and/or for any one or more authorized or proper purposes of the Beneficiary as shall be specified by the Trustees hereunder.

For all purposes of this Section, the word “facilities” as used herein means real estate and all rights, privileges, benefits, and appurtenances thereto, also buildings, structures, installations, and all personal property whatsoever, and all rights, privileges and benefits appertaining or related thereto.

#### **IV. DURATION**

This Trust shall have duration for the term of duration of the Beneficiary as hereinafter described, and until such time as the Trust’s purposes shall have been fully executed and fulfilled, or until it shall be terminated as hereinafter provided.

#### **V. TRUST ESTATE**

The Trust Estate shall consist of all money, property (real, personal and/or mixed), rights, choses in action, contracts, leases, privileges, franchises, benefits and all other things of value (whether or not above described) presently in or hereafter coming into the hands, or under the control, of the Trustees pursuant to the provisions of this instrument or by virtue of the Trusteeship herein declared.

## VI. THE TRUSTEES

- (a) The Trustees of this Trust shall be five (5) in number, one of whom shall be the same person, ex officio, who currently shall be serving as the City Manager of the City of Bartlesville, Oklahoma, or said person's designee ("Ex Officio Trustee"), and the other four of whom shall be bona fide resident citizens of the State of Oklahoma and shall include:
- (1) A current member of the governing body of the Beneficiary, to be nominated for appointment by the presiding officer of the governing body of the Beneficiary;
  - (2) A current sitting trustee of the Bartlesville Redevelopment Trust Authority, as nominated for appointment by a majority of the trustees of the Bartlesville Redevelopment Trust Authority;
  - (3) A current sitting trustee or staff person of the Bartlesville Development Authority, as nominated for appointment by a majority of the trustees of the Bartlesville Development Authority; and
  - (4) A current sitting member of the board of directors of Visit Bartlesville, Inc., as nominated for appointment by a majority of the directors of Visit Bartlesville, Inc.

(trustees described in paragraphs (1) through (4) above, "Appointive Trustees"). The undersigned, as Trustees, all successors thereof who shall qualify as Trustees as hereinafter provided, each contract, agree and covenant with and to each other, with and to the State of Oklahoma, with and to the Beneficiary hereunder, and with and to each component thereof, as by law now in force and effect, that they will execute the trust herein declared and created, as Trustees for the Beneficiary hereunder, and each component thereof, and that they do and will receive, hold and administer the Trust Estate solely for the use and benefit of the said Beneficiary in the manner provided in this instrument, or, in the absence of applicable provision herein, then in the manner now provided by presently existing law. The Ex Officio Trustee and the Appointive Trustees shall be collectively called the "Trustees."

The initial Appointive Trustees shall be appointed by the presiding officer of the governing body of the Beneficiary, based on the nomination procedures described in paragraphs (1) through (4) of this Section IV(a), received and confirmed by a majority of the persons who constitute the governing body of the Beneficiary and shall serve, respectively, for fixed terms from the date of their appointment and qualification as hereinafter provided to June 30, 2025, June 30, 2025, June 30, 2026, and June 30, 2026, respectively, as determined by the aforesaid nominating, appointing, and confirming powers and they shall continue to serve until their successors shall have qualified, unless removed as hereinafter provided.

The Ex Officio Trustee shall continue as such, unless temporarily replaced pursuant to paragraph (f) of the section, until succeeded and replaced by some other person in the position of City Manager of the Beneficiary, above designated, ex officio, to be the Ex Officio Trustee and such other person shall have qualified as an Ex Officio Trustee hereunder as provided in paragraph (g) of this Section; each person who shall serve in such

above-mentioned positions shall be entitled to qualify as, and to become, a Trustee hereunder and to continue as such, until succeeded and replaced by some other person in such position, and such other person shall have qualified as a Trustee hereunder as provided in paragraph (g) of this Section.

Successors to each of said Appointive Trustees shall have fixed terms of two (2) years, respectively, and shall continue to serve until their respective successors have qualified hereunder. Upon the expiration of the fixed term of each Appointive Trustee, the power of appointment of his successor hereby is vested in the person who then shall be the presiding officer of the governing body of the Beneficiary, after following the same nomination procedures described in paragraphs (1) through (4) of this Section VI(a), but before such appointment shall become effective, it shall require the confirmation of a majority of the persons who then shall form the governing body of the Beneficiary; Provided, that if the form of government of the Beneficiary be changed, or the said Beneficiary shall have been succeeded by another governmental entity as provided in Section VIII hereof, the aforesaid appointive power shall be vested in the person who then shall be the elected official who shall be the presiding officer of the governing body thereof, and confirmation of all such appointments shall be required by a majority of the persons who then shall constitute the elected governing body of such successor.

In the event of a vacancy in an Appointive Trusteeship, the Trustees shall certify the fact of said vacancy to the above-described appointive power and a successor Appointive Trustee shall be appointed for the unexpired term in the same manner as provided above. In the event that the aforesaid nominating, appointing, and confirming power, as set forth, shall fail effectively to appoint a successor Appointive Trustee or said Trustee shall fail to qualify as a Trustee within thirty (30) days next following the expiration of the fixed term of an incumbent Appointive Trustee or within thirty (30) days next following the certification of the fact of existence of a vacancy, the power of appointment of a successor Trustee shall be vested in the then remaining incumbent Trustee or Trustees. The determination of the right of any person to qualify as a Trustee hereunder shall be vested exclusively in the incumbent Trustees, and their determination shall be final.

All of the legal rights, powers and duties of each Trustee shall terminate when that Trustee shall cease to be a Trustee hereunder and all of such legal rights, powers and duties shall devolve upon his successor and successors, with full right and power of the latter to do or perform any act or thing which his predecessor or any predecessor could have done or performed.

- (b) Each Trustee qualifying under this instrument shall continue as such until his successor shall have qualified as provided in paragraph (e) of this Section.
- (c) The Appointive Trustee who shall be a current member of the governing body of the Beneficiary shall become automatically the Chairperson of the Trustees and shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall designate the time and place of all regular meetings. A majority of the duly qualified and acting Trustees of this Trust shall constitute a quorum for voting purposes and all other purposes hereunder. All actions by the Trustees pursuant to the provisions of this

Declaration of Trust shall be approved by the affirmative vote of at least a majority of a quorum of the Trustees.

- (d) The determination of the fact of vacancy shall be vested exclusively in the remaining Trustee or Trustees and his or their determination of such fact shall be conclusive; and, in the event that such a vacancy shall be determined to exist, the remaining Trustee or Trustees may fill such vacancy pending qualification, as provided in paragraph (e) of this Section, of the person entitled to do so.
- (e) All Trustees shall qualify by written acceptance of all of the terms of this instrument, duly acknowledged and filed in the office of the City Clerk of the City of Bartlesville, Oklahoma, and by subscribing and filling such oaths as shall be required by law of public officers of the State of Oklahoma.
- (f) Upon each change of personnel of the Trustees hereunder, the Trustees shall cause to be filed in the office of the City Clerk mentioned in paragraph (e) above, a certificate as to the entire personnel of the Trustees of this Trust.
- (g) The acceptance of the office of Trustee of this Trust shall not constitute the Trustees hereunder to be in partnership or association, but each shall be an individual and wholly independent Trustee only.
- (h) Notwithstanding any provision of this instrument which shall appear to provide otherwise, no Trustee or Trustees shall have any power or authority to bind or obligate any other Trustee, or the Beneficiary of this Trust, in his or its individual capacity.
- (i) All persons, firms, associations, trusteeships, corporations, municipalities, governments, and all agents, agencies and instrumentalities thereof, contracting with any Trustee or Trustees, shall take notice that all expenses and obligations, and all debts, damages, judgments, decrees or liabilities incurred by any Trustee or Trustees and any of the foregoing incurred by any agent, servant, or employee of any such Trustee or Trustees, in the execution of the purposes of this Trust, whether arising from contract or tort, shall be solely chargeable to, and payable out of the Trust Estate. In no event shall any Trustee, or the Beneficiary of this Trust, be in any manner individually liable for any injury or damage to persons or property, or for breach of contract or obligation, caused by, arising from incident to or growing out of the execution of this Trust; nor shall they, or any of them, be liable for the acts or omissions of each other or of any agent, servant or employee of the aforesaid Trustees, or of another such Trustee: **PROVIDED, HOWEVER**, that the foregoing shall not apply to any willful or grossly negligent breach of trust of any said Trustee.

## **VII. POWERS AND DUTIES OF TRUSTEES**

Subject to, and in full compliance with, all requirements of law applicable to this Trust or to the Trustees thereof:

- (a) The Trustees, in the manner hereinafter set forth, shall do, or cause to be done, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes



enumerated in Section III of this instrument, with the general authority hereby given being intended to make fully effective the power of the Trustees under this instrument; and, to effectuate said purposes, the Trustees are specifically authorized (but their general powers are not limited hereby, notwithstanding any specific enumeration or description), in a lawful manner:

- (1) To enter in and conduct and execute apply for, purchase, or otherwise acquire franchises, property (real or personal), contracts, leases, rights, privileges, benefits, choses in action, or other things of value, and to pay for the same in cash, with bonds or other evidences of indebtedness, or otherwise;
  - (2) To own, hold, manage, and in any manner to convey, lease, assign, liquidate, dispose of, compromise, or realize upon, any property, contract, franchise, lease, right, privilege, benefit, chose in action or other thing of value, and to exercise any and all power necessary or convenient with respect to the same;
  - (3) To guarantee, acquire, hold, sell, transfer, assign, encumber, dispose of, and deal in, the stocks, bonds, debentures, shares or evidences of interest or indebtedness in or of any sovereignty, government, municipality, corporation, association, trusteeship, firm or individual and to enter into and perform any lawful contract in relation thereto, and to exercise all rights, powers and privileges in relation thereto, to the same extent as a natural person might or could do; and the foregoing shall include (without limitation by reason of enumeration) the power and authority to guarantee or assume, out of distributive funds of the Trust, the payment of any part or all of the principal of and/or interest on any bonded indebtedness of the Beneficiary during any part or all of the term of any such bonded indebtedness, and to fully perform any such contract;
  - (4) To enter into, make and perform contracts of every lawful kind or character, including but not restricted to, management contracts, with any person, firm, association, corporation, trusteeship, municipality, government, or sovereignty; and, subject to applicable provisions of paragraph (b) of this Section, without limit as to amount, to draw, make, accept, endorse, assume, guarantee, discount, execute and issue promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures, and any other negotiable or non-negotiable or transferable or non-transferable instruments, obligations, and evidences of unsecured or secured indebtedness, and if secured by mortgage, deed of trust, or otherwise, secured by all or any part or parts of the property of the Trust, and to pledge all or any part of the income of the Trust, in the same manner and to the same extent as a natural person might or could do.
- (b) Notwithstanding anything in this instrument appearing to be to the contrary, if and so long as the incurring of any indebtedness or obligation is required by applicable law to have been approved by the governing body of the Beneficiary or the members of such governing body, no such indebtedness or obligation shall be incurred until after, and pursuant to, such approval.

- (c) The Trustees shall collect and receive all property, money, rents and income of all kinds belonging to or due the Trust Estate, and shall distribute the same, or any portion thereof, solely for the purposes, and the furtherance of the purposes, set forth in Section III of this instrument, and not otherwise.
- (d) The Trustees shall take and hold title to all property at any time belonging to the Trust in the names of the Trustees or in the name of the Trust and shall have and exercise exclusively the management and control of the same, for the use and benefit of the Beneficiary, as provided herein, in the execution of the purposes of this Trust; and the right of the Trustees to manage, control and administer the said Trust, its property, assets and business shall be absolute and unconditional and free from any direction, control or management by the Beneficiary, or any person or persons whomsoever.
- (e) The Trustees may employ such agents, servants and employees as they deem necessary, proper or convenient for the execution of the purposes of this Trust, and prescribe their duties and fix their compensation.
- (f) The Trustees may contract for the furnishing of any services or the performance of any duties that the Trustees deem necessary, proper or convenient to the execution of the purposes of the Trust, and shall pay for the same as they see fit to provide in such a contract.
- (g) The Trustees, by Resolution, may divide the duties of the Trustees hereunder, delegating all or any part of such duties to one or another of the Trustees as they deem proper; but, where a specific duty is not so delegated, a majority of the Trustees must act for the Trust.
- (h) The Trustees shall, in the name of the Trust as hereinabove set forth, or in their names as Trustees, bring any suit or action which, in their judgment, shall be necessary or proper to protect the interests of the Trust, or to enforce any claim, demand or contract for the Trust or for the benefit of the Trust; and they shall defend, in their discretion, any action or proceeding against the Trust or the Trustees or agents, servants or employees thereof. And the Trustees are expressly authorized, in their discretion, to bring, enter, prosecute or defend any action or proceeding in which the Trust shall be interested, and to compromise any such action or proceeding and discharge the same out of the Trust property and assets; and the Trustees also are expressly authorized to pay or transfer out of the Trust property or assets such money or property as shall be required to satisfy any judgment or decree rendered against them as Trustees, or against the Trust, together with all costs, including court costs, counsel and attorneys' fees, and also to pay out of the Trust property and assets such sums of money, or transfer appropriate property or assets of the Trust, for the purpose of settling, compromising, or adjusting any claim, demand, controversy, action or proceeding, together with all costs and expenses connected therewith; and all such expenditures and transfers shall be treated as proper expenses of executing the purposes of this Trust.
- (i) No bond shall be required of the Trustees, or any of them, unless they shall deem the same proper and shall provide therefor by Resolution.
- (j) All records of the Trust shall be kept at the principal office of the Trust.

- (k) As soon as reasonably convenient after the acceptance of beneficial interest hereunder by the Beneficiary, the Trustees' first meeting shall be held at the call of any Trustee. At their first meeting, the Trustees shall designate the principal office of the Trust.

#### **VIII. BENEFICIARY**

- (a) The term "Beneficiary", as used in this instrument, shall denote the City of Bartlesville, Oklahoma, acting by and through its governing body, and likewise shall denote any governmental entity which hereafter may succeed such City as the governing authority of the territory lying within the boundaries of said City on the effective date of this instrument.
- (b) The Beneficiary shall have no legal claim or right to the Trust Estate, or to any part thereof, against the Trustees or anyone holding under them; neither shall the Beneficiary, as such, have any authority, power or right whatsoever to do or transact any business whatsoever for, or on behalf of, or binding upon, the Trustees or the Trust Estate; neither shall the Beneficiary have the right to control or direct the actions of the Trustees in respect of the Trust Estate, or any part thereof; nor shall the Beneficiary have any right to demand or require any partition or distribution of the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary hereunder shall be entitled to receive the remaining residue of the Trust Estate. Notwithstanding anything in the aforesaid appearing to be to the contrary, no provision in this instrument and/or of the Acceptance of Beneficial Interest thereunder by the governing body of the Beneficiary, limiting, restricting or denying any authority, power, or right of the Beneficiary of said Trust in relation to the administration thereof is intended, or shall be construed or interpreted, to effect a surrender, or to attempt to effect a surrender, of any of the sovereign governmental powers of the State of Oklahoma or of the Beneficiary; but any and all provisions of this trust instrument are intended, and shall be applied, to relate solely and only to the proprietary rights and property interests of the said Beneficiary, in trust, as distinguished from their sovereign governmental powers and authority. It further is agreed that nothing contained in this Declaration of Trust and/or in the Acceptance of Beneficial Interest thereunder shall be construed, interpreted or applied as intending to grant, or to grant to the Trustees hereunder an exclusive franchise in relation to any powers, rights or authority of the Trustees under this instrument.

#### **IX. TERMINATION**

- (a) This Trust shall be irrevocable by the Trustor and shall terminate:
- (1) When the purposes set forth in Section III of this instrument shall have been fully executed and fulfilled; or
  - (2) In the event of the happening of any event or circumstance that would prevent said purposes from being executed and fulfilled and a majority of the Trustees and the governing body of the Beneficiary, shall agree that such event or circumstance has taken place: **PROVIDED, HOWEVER**, that all indebtedness of the Trust shall have been paid; or

- (3) In the manner provided by Title 60, Oklahoma Statutes, Section 180: **PROVIDED, HOWEVER**, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed-term obligations of the Trustees, unless all owners of such indebtedness or obligations or someone authorized by them so to do, shall have consented in writing to such termination.
- (b) Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of the Trust, and, after payment of all debts and obligations out of Trust assets, to the extent thereof, shall distribute the residue of the Trust assets to the Beneficiary hereof as provided in Section VIII of this instrument. Upon final distribution as aforesaid, the powers, duties and authority of the Trustees hereunder shall cease.

**X. PARTIAL INEFFECTIVENESS**

The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, paragraphs, subsections or sections of this instrument shall not affect the remaining portions hereof so long as such remaining portions shall constitute a rational instrument. Any such invalid or ineffective portion was inserted conditionally upon its being valid and effective only; and this instrument shall be construed as though such invalid or ineffective portion had not been inserted herein.

**XI. COVENANT**

The provisions hereof shall be binding upon the undersigned, their heirs, executors, administrators and assigns.

**IN WITNESS WHEREOF**, we have hereunto set our hands, executing this Declaration of Trust in several multiple originals, all of which constitute one and the same instrument, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**Mike L. Bailey**, Trustor

\_\_\_\_\_, Trustee

\_\_\_\_\_, Trustee

\_\_\_\_\_, Trustee

\_\_\_\_\_, Trustee

\_\_\_\_\_, Trustee

**STATE OF OKLAHOMA**            )  
  ) **ss.**  
**COUNTY OF WASHINGTON**    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Mike L Bailey.

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

My Commission Number and Expiration Date:

\_\_\_\_\_

[SEAL]

**STATE OF OKLAHOMA**            )  
  ) **ss.**  
**COUNTY OF WASHINGTON**    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Mike L. Bailey, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

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

My Commission Number and Expiration Date:

\_\_\_\_\_

[SEAL]

**ACCEPTANCE OF BENEFICIAL INTEREST**

On this \_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to Resolution duly adopted by the City Council of the City of Bartlesville, Oklahoma, the undersigned hereby accepts, for and on behalf of said City, the beneficial interest in the trust created by the within and foregoing Declaration of Trust, in all respects in accordance with the terms of said Declaration of Trust.

**CITY OF BARTLESVILLE, OKLAHOMA**

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

ATTEST:

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

(SEAL)

**MEMORANDUM OF UNDERSTANDING:**  
**PROJECT COST ADVANCEMENTS**

**WHEREAS**, the City of Bartlesville (“City”) and the Bartlesville Redevelopment Trust Authority (“BRTA”) are or will be parties to that certain Disposition and Development Agreement (“DDA”) with Buffalo Roam Studios LLC (“Developer”), pursuant to which Developer will acquire and develop a film studio and educational facility on property the City will acquire from First Christian Church in downtown Bartlesville (“Project”); and

**WHEREAS**, to assist the Developer in undertaking the Project, the DDA provides for the City and BRTA each contributing \$1,000,000.00 as assistance in development financing, which will be provided to the Developer under the terms and conditions in the DDA and a related Escrow Agreement between the City, BRTA, the Developer, and the Developer’s financial institution; and

**WHEREAS**, BRTA currently administers two project plans pursuant to the Local Development Act, 62 O.S. § 850 *et seq.*, on behalf of the City: (1) the Project Plan Relating to Increment District Number One, City of Bartlesville, Oklahoma (Downtown Commercial Increment District) (“TIF 1 Project Plan”), and (2) and the Project Plan Relating to Increment District Number Two, City of Bartlesville, Oklahoma (Capitol Hill Increment District) (“TIF 2 Project Plan”), both as amended; and

**WHEREAS**, it is appropriate to for the City and BRTA to enter into this Memorandum of Understanding to ensure BRTA has adequate funds available to continue administering and implementing the TIF 1 Project Plan and TIF 2 Project Plan for the period of time necessary to accommodate BRTA’s contribution to the assistance in development financing for the Project.

**THEREFORE**, the City and BRTA hereby agree to this Project Cost Advancement Memorandum of Understanding (“MOU”):

**SECTION 1. Advancements of Project Costs.** City shall provide advancements (“Advancements”) to BRTA from the City’s Economic Development Fund (“EDF”) up to the amount of \$500,000.00 to the apportionment fund for the TIF 1 Project Plan and up to the amount of \$500,000.00 to the apportionment fund for the TIF 2 Project Plan (for combined total amount of up to \$1,000,000.00), to cover eligible project costs incurred by BRTA under each respective project plan. The Advancements are intended to ensure that BRTA has adequate funds available to continue administering and implementing the TIF 1 Project Plan and TIF 2 Project Plan for the period of time necessary to accommodate BRTA’s provision of funding for the Buffalo Roam Studio project.

**SECTION 2. Making of Advancements.** The City shall provide Advancements to BRTA immediately upon receipt of a formal request of BRTA, which formal request shall include a copy of an executed term sheet or executed development agreement between BRTA and a developer for an eligible project to be funded through the Development Financing Assistance Program and an accounting of available revenues (unencumbered funds) in TIF 1 and/or TIF 2 apportionment funds.



**SECTION 3. Reimbursement of Advancements.** BRTA shall reimburse the City for Advancements, at no interest, annually or in a lump sum based on available cash flow available from the apportionment funds set up and administered by BRTA for the TIF 1 Project Plan and the TIF 2 Project Plan, after accounting for contractual and administrative obligations on such revenues based on BRTA's ordinary course of implementing both project plans. Reimbursement payments shall be payable solely from apportioned tax increment revenues from TIF 1 and TIF 2. BRTA shall commence reimbursement payments on or before April 30, 2024, and shall continue annual reimbursement payments until the earlier of: (a) April 30, 2025; or (b) the date upon which all Advancements made by the City have been repaid. If all Advancements have not been repaid by April 30, 2025, the City and BRTA may extend the period of repayment in (a) in one-year increments in order to ensure all Advancements can be repaid in subsequent ad valorem tax years.

**SECTION 4. Intentionally Omitted.**

**SECTION 5. Fiscal Year Limitations.** This MOU and all Advancements are subject to annual appropriations and encumbrances of revenues by the City Council of the City, as mandated by Okla. Const. Art. 10, § 26, and the Oklahoma Municipal Budget Act, 11 O.S. § 17-201, *et seq.* This MOU is not a promise to pay by the City, nor is it a pledge of the City's operating revenues beyond a given fiscal year.

**SECTION 6. Preservation of Legislative Authority.** It is understood and acknowledged that the City intends to authorize and direct the preparation of a project plan for consideration in accordance with the requirements of the Oklahoma Local Development Act. This action will indicate a willingness to review and consider a proposed project plan, but neither that authorization nor this Agreement directly or implicitly creates any obligation to approve a proposed project plan. The City reserves all authority to approve, reject, modify or amend any such action or proposed action as the City Council in its discretion may determine to be in the best interests of the residents of the City of Bartlesville.

**SECTION 7. Termination.** This Agreement shall remain in effect until fully performed or until terminated by either party upon thirty (30) days' notice in writing, without any further liability except for payment for services provided prior to the effective date of such termination.

**WHEREAS**, this MOU has been approved by the parties thereto, and shall become effective as of the date both parties shall have executed the same.

**FOR THE "CITY":**

**CITY OF BARTLESVILLE,  
a municipal corporation**

By: \_\_\_\_\_  
Dale Copeland, Mayor

ATTEST:

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

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

APPROVED:

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

**FOR BRTA:**

**BARTLESVILLE REDEVELOPMENT TRUST  
AUTHORITY,  
a public trust**

By: \_\_\_\_\_  
David Nelson, Chair

ATTEST:

\_\_\_\_\_  
Secretary

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

**FINAL FOR CONSIDERATION**

**DISPOSITION AND DEVELOPMENT AGREEMENT**

**BY AND AMONG**

**THE CITY OF BARTLESVILLE,**

**THE BARTLESVILLE REDEVELOPMENT TRUST AUTHORITY,**

**AND**

**BUFFALO ROAM STUDIOS LLC**

**DATED:** \_\_\_\_\_, 2023

**DISPOSITION AND DEVELOPMENT AGREEMENT**  
**(Buffalo Roam)**

This DISPOSITION AND DEVELOPMENT AGREEMENT (this “Agreement”) is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and among the CITY OF BARTLESVILLE, OKLAHOMA, an Oklahoma municipal corporation (“City”), THE BARTLESVILLE REDEVELOPMENT TRUST AUTHORITY, an Oklahoma public trust, and BUFFALO ROAM STUDIOS LLC, an Oklahoma limited liability company (“Developer”).

**RECITALS**

(a) The City has a current leasehold interest in, with an option to purchase, that certain real property and facilities appurtenant thereto which are more particularly described in Exhibit “A” attached hereto and are located generally at 520 South Osage Avenue, Bartlesville, Oklahoma 74003 (“Property”).

(b) The Property is currently owned, and previously housed, First Christian Church (“FCC”).

(c) Developer has proposed to develop and operate a film studio and film educational facility on the Property, to be developed in two separate components: (1) the rehabilitation of the existing building that previously housed the FCC for use as a film educational facility (“Church Rehab”), and (2) the construction of a new building that will host a sound stage meeting appropriate industry standards to enable filming of studio television and motion picture projects on-site (“Sound Stage”) (Church Rehab and Sound Stage components, together, “Project”).

(d) The primary purposes of this Agreement are to establish the terms under which the City will convey the Property to the Developer, to obligate the Developer to complete the Project, and to provide for any public assistance necessary to accomplish those purposes.

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. **GENERAL SCOPE OF DEVELOPMENT; CONSIDERATION.**

1.1. **Project.** The Parties contemplate the development and operation of a film studio and film educational facility on the Property. The Project will be developed in two phases and involve an aggregate private investment of at least \$2,000,000.00. The first phase of Project will consist of the Church Rehab, which will involve an aggregate private investment of at least \$1,000,000.00, with an additional \$1,000,000.00 coming from the development financing assistance described in Section 5 of this Agreement. The second phase of the Project will consist of the Sound Stage. To ensure the Project is completed, certain development financing assistance, in the form and subject to all terms and conditions more particularly described in Section 5 of this Agreement.

1.2. Property Subject to Development. The Developer will have the exclusive rights with the City to construct and develop the Property in accordance with the terms and conditions of this Agreement. The Property is currently owned by FCC, but the City has an option to purchase the Property in its currently effective lease on the Property. The City will exercise its option to purchase the Property before it is to be conveyed by the City to the Developer in accordance with the terms and conditions set forth in this Agreement. The Property will be subject to the obligations and covenants contained in this Agreement.

1.3. Sale; Purchase Price. Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Developer, and the Developer will purchase the Property from the City and pay ten dollars (\$10.00) therefor, to be paid to the City as provided in this Agreement. Additionally, the Developer will perform or cause to be performed the obligations imposed on it with respect to the Property and otherwise pursuant to this Agreement. The monetary consideration and performance of obligations are hereafter called the "Purchase Price," whether paid or performed.

1.4. Relationship of the Parties. The undertaking of this Agreement is a complex process that will require the mutual cooperation of the parties and their timely actions on matters that are appropriate or necessary to implement this Agreement. The Parties will use their best efforts in good faith to perform and assist each other in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the Parties, nor render any Party liable for any of the debts or obligations of any other Party.

## 2. CONVEYANCE OF THE PROPERTY.

2.1. Form of Deed; Other Closing Deliveries. Upon satisfaction of the items in Section 4 of this Agreement, the City will convey to the Developer good and marketable title in fee simple by special warranty deed ("Deed") in substantially the form depicted in "Exhibit B: Form of Deed" to this Agreement. Such conveyance of title will be subject to exceptions to fee simple title to the Property which may be listed as exceptions in any written commitment obligation a title insurer to issue a title insurance policy to the Developer, as may be obtained by the Developer pursuant to this Section and in Section 2.5 below ("Approved Title Exceptions"). At or before Closing, the Parties shall take such actions and deliver to the other such other instruments, items, and documents as are necessary to carry out the purposes of this Agreement, including such affidavits, certificates or other documents as may be reasonably required by a title company ("Title Company") to close the transactions contemplated by this Agreement and for a title insurer, as may be requested by the Developer and approved by the City ("Title Insurer"), to issue an ALTA Form B Owner's Policy of Title Insurance ("Title Policy") to the Developer.

2.2. Time and Place for Delivery of Deed. The City will deliver the Deed and possession of the Property to the Developer on or before a date mutually agreeable to the Parties and no later than 30 days following the date all conditions precedent in Section 4 of this Agreement have been satisfied. The conveyance will be delivered at the principal office of the Title Company, and the Developer (or designee) will accept such conveyance and pay to the City at such time and place the Purchase Price for the Property.

2.3. Apportionment of Property Taxes; Other Prorations. The City is a tax-exempt entity so there will be no requirement to apportion *ad valorem* taxes at Closing. The portion of the current taxes, if any, on the Property on the date of delivery of the Deed to the Developer allocable to the Property conveyed will be borne by the City. However, the Developer will pay all *ad valorem* taxes accruing to the Property after the Property is returned to the tax rolls as a result of the contemplated transfer pursuant to this Agreement.

2.4. Recordation of Deed; Closing Costs. The Developer will promptly file the Deed for recordation among the land records of Washington County, Oklahoma. The Developer will pay all costs required by law as an incident to recording the Deed, including recording fees and documentary stamp taxes (if any). In addition, the Developer will pay: (a) the costs of obtaining any written commitments obligating the Title Insurer to issue the Title Policy on satisfaction of the requirements set forth in the commitment, including all title examination costs of the Title Company; (b) the premium for the Title Policy; (c) if desired or requested by the Developer, the cost of an ALTA survey of the Property prepared by a registered land surveyor mutually selected and agreed upon by the City and the Developer showing, at a minimum, the boundaries of the Property, the exact legal description thereof, the north direction, the location of all improvements, existing easements, the location and extent of any encroachments upon or by the Property, all utility service lines shown at the perimeter of the Property, and the total acres within the Property; (d) the Title Company's fees for closing the transaction contemplated by this Agreement; and (e) the Developer's accounting, legal and other expenses associated with the transactions contemplated by this Agreement, whether or not such transactions are consummated.

2.5. Title Evidence. It is understood and agreed that the Developer may purchase title insurance at the Developer's option and expense, and the City will cause a Title Policy to be issued in a coverage amount as the Developer may designate. The Developer shall have 30 days after the receipt from the City of a Title Commitment, exception documents, and Survey, if requested, within which to notify the City in writing of any objections the Developer has to any matters appearing or referred to in the Title Commitment or Survey. Any exceptions or other matters in the Title Commitments or Survey to which the Developer does not object in writing during such 30-day period will be deemed to be Permitted Title Exceptions to the City's title, and will be listed in "Exhibit C: Permitted Title Exceptions" to this Agreement after the title review process is completed. With regard to items to which the Developer does so object during such 30-day period, the City will have seven (7) days to cure such objections (the "Title Cure Period"). The City will exercise its best efforts to cure such objections, but the City will not be required to incur other than de minimis expenses in connection with the exercise of its best efforts. If the City is unable to cure such objections without incurring more than de minimis expenses and is unwilling to otherwise cure such objections, the City will so notify the Developer in writing prior to expiration of the Title Cure Period, in which event the Developer, at its option, and as its exclusive remedy, may (a) waive its objections and purchase the Property without reduction of the Purchase Price or (b) terminate this Agreement. If the Developer so terminates this Agreement, then notwithstanding anything herein to the contrary, neither party will have any further obligations hereunder, except as otherwise provided in this Agreement.

2.6. Early Entry and Access. Prior to the Closing contemplated by this Agreement, the Developer will have access to the Property through a sublease to be mutually agreed to by the City and Developer that will provide Developer the ability to conduct such physical and environmental inspections as it deems necessary or appropriate and to begin making critical repairs to and construction work for the Church Rehab, including but not limited to roofing repairs; provided, that until Closing, Developer assumes all risk and liability for making any such repairs.

2.7. Limitations; Indemnity. The Developer will exercise due care and prudence in performing inspections of and conducting early repairs and construction work to the Property. If Closing does not occur, the Developer, at Developer's expense, will restore the Property to at least the condition in which it existed immediately preceding any exercise by the Developer of a right to inspect or conduct early repairs or construction work on the Property. The Developer will indemnify, defend and hold harmless the City from all claims, liens, actions, suits, proceedings, costs, expenses, damages and other liabilities, including, without implied limitation, reasonable attorneys' fees and litigation expenses incurred by the City arising out of the Developer's exercise of any early access activities on the Property.

2.8. Survey; Environmental Reports. The City, at no cost to the Developer, will provide the Developer with a copy of any survey or environmental report on the Property which is in the City's possession or may be hereafter acquired.

### 3. DEVELOPMENT PLAN; PROJECT TIMELINES.

3.1. Development Plan. On or before the date 90 days after the Effective Date, Developer shall submit a Development Plan covering both components of the Project to the City for review and approval. The City, in its reasonable discretion, may approve the Development Plan in sufficient detail to permit fast-track construction, and in any event shall issue its approval, rejection, or further requirements to the Developer within 30 days after receipt of the Development Plan. The City shall not unreasonably withhold approval of the development plan. The Development Plan shall include the following:

(a) *Feasibility Study.* An assessment that determines whether the Project is likely to be successful and profitable after accounting for relevant factors such as technical, economic, and legal considerations.

(b) *Design Documents.* Drawings, site plans, floor plans, elevations, and other documents illustrating the scale of each component of the Project, as well as plans fixing and describing the size and character of the improvements as to structural, mechanical, and electrical systems, the proposed development phasing, and other such essentials as may be determined by the City.

(c) *Project Budget.* A budget showing, at a level of detail satisfactory to the City, the full cost of the construction and other related costs of the Project.

(d) *Evidence of Financing.* Evidence satisfactory to the City that the Developer has sufficient financing capacity and any commitments necessary to fund the full cost of the construction of the Project.

(e) *Construction Contract.* A form of construction contract between the Developer and a licensed construction contractor for the Project.

3.2. Project Timeline. Provided that all conditions precedent to the Developer's obligations to perform under this Agreement are satisfied, Developer shall make its best efforts to undertake the development of the Project according to the following schedule:

<u>Event / Action</u>	<u>To Occur On or Before</u>
Construction Commencement	30 days after Closing but not later than December 31, 2023
Construction Completion	24 months after Commencement but not later than December 31, 2025

Completion of construction shall be determined by the date all Project construction has been completed and each individual component has been issued a final certificate of occupancy.

3.3. Certificate of Completion. Promptly after completion of the Project, the City will furnish the Developer with an appropriate instrument certifying satisfactory completion of the same. Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to construction of the Project. The City shall not unreasonably withhold issuance of the certificate of occupancy. The certification provided for in this section shall be delivered to the Developer in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property.

#### 4. CONDITIONS PRECEDENT TO CLOSING.

4.1. Generally. Before the City has any obligation to convey title to the Property to the Developer, each of the conditions precedent in this Section 4 must have been performed to the City's satisfaction and within the time frames established below. Notwithstanding any other provision of this Section 4, the City will use its best efforts (a) to complete each review within 30 days after the receipt of the applicable documents and materials, (b) schedule a prompt meeting with the Developer or give prompt written notice of any objections by staff, and (c) to issue the City's approval, rejection, or further requirements immediately following any decisive actions taken by the City through its designated boards, commissions, or city council.

4.2. Approval of Development Plan. The Developer will prepare or have prepared the Development Plan for submission to the City, and the City will have reviewed and approved the same under its prescribed practices and procedures.



4.3. Completion Guaranty Bond. Developer shall have provided to the City a Completion Guaranty Bond, in favor of and in form acceptable to the City, covering the full anticipated costs of the Project as described in the Development Plan.

4.4. Payment and Performance Bonds. Developer shall have provided to the City copies of the payment and performance bonds of its general contractor(s), in form, substance, and amount acceptable to the City, covering any contractors, subcontractors, and materialmen involved or expected to be involved in the construction of the Project. In addition to providing the copies provided above, Developer and the City shall enter into an agreement at or before Closing, in form acceptable to Developer's lender, that will provide for an assignment or transfer of funds from the performance bonds to the City in event the performance bonds are triggered at any point during construction.

4.5. Permits. The Developer shall have obtained all permits and approvals necessary to commence construction of the Project.

4.6. Insurance. Developer shall have provided evidence of insurance secured by the general contractor(s), including:

(a) Comprehensive general liability insurance in the amount of at least \$1,000,000.00 for any person, \$2,000,000.00 for any occurrence, and \$1,000,000.00 property damage;

(b) Property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications, comprising total value for the entire work to be completed under each of the respective construction contracts, on a replacement cost basis.

The City shall be furnished with certificates of insurance for each of the above requirements, which shall provide that such insurance shall not be changed or canceled, without 10 days' prior written notice to the City. ALL REQUIRED INSURANCE POLICIES SHALL LIST THE CITY AS A CO-INSURED OR ADDITIONAL INSURED AND A LOSS PAYEE.

4.7. City Acquisition of the Property. The City shall have acquired good and marketable title in fee simple to the Property from FCC.

4.8. Acceptance of Beneficial Interest in Bartlesville Film Authority. The City shall have accepted the beneficial interest of the Bartlesville Film Authority, a public trust to be created to provide assistance to the film industry within the City's corporate boundaries.

4.9. Deposit of Assistance in Development Financing Into Escrow. The City and BRTA shall have deposited the Assistance in Development Financing into the Escrow Fund, as described in Section 5 of this Agreement.

5. ASSISTANCE IN DEVELOPMENT FINANCING.

5.1. Generally. In consideration of the promises and performance obligations of the Developer set forth in this Agreement, the City and BRTA have agreed to provide the Developer a cumulative \$2,000,000.00 toward the Project as Assistance in Development Financing, to be provided subject to the conditions and procedures described in this Section 5.

5.2. Deposit Into Escrow. On or before Closing, the City and BRTA will each, respectively, deposit \$1,000,000.00 into an escrow account under Developer's name, managed by a financial institution of Developer's choosing acceptable to the City, and subject to an escrow agreement in the form attached to this Agreement as Exhibit D, which directs disbursements of the escrowed funds in a manner consistent with the conditions and procedures described in this Agreement.

5.3. General Disbursement Schedule. Escrowed funds will be disbursed to the Developer, generally, as Developer incurs expenditures toward vertical construction or rehabilitation work for the Project in accordance with this Agreement and the approved Development Plan, to pay for or reimburse actual and reasonable costs for construction and associated expenses of the Project, expenses may include architecture and engineering expenses as well as project management expenses, according to the following general schedule, but subject to the conditions precedents precedent described in Section 5.4:

(a) An initial disbursement of up to \$280,000.00 shall be made to Developer at or upon Closing, to reimburse Developer's certified expenses incurred during the early entry and access period described in Section 2.6 of this Agreement.

(b) The balance of the escrowed funds, less 10% retainage, shall be disbursed on a pro-rata basis with Developer's other sources of financing.

(c) 10% of the escrowed funds shall be retained in the escrow account until such time as a final certificate of occupancy is issued for all components of the Project. Any escrowed funds remaining will be distributed to the developer at this time.

5.4. Conditions Precedent. Prior to any disbursement of escrowed funds, all of the following conditions must be satisfied:

(a) Developer shall have submitted, at least 10 days prior to the meeting of the Bartlesville Film Authority at which the Developer desires the Bartlesville Film Authority to review the submission, and the Bartlesville Film Authority shall have approved, a certification of costs, in form and substance as may reasonably be required by the Bartlesville Film Authority, signed by the Developer together with an itemized list of construction and other approved Project costs paid for by Developer from equity, construction lending, or permanent lending, and such supporting documentation as the Bartlesville Film Authority may require, that evidences costs paid and expenses incurred. The City will provide Buffalo Roam a sample certification form within 3 business days after the Bartlesville Film Authority approves the form, and such form will be incorporated as an exhibit to this agreement.

(b) The Bartlesville Film Authority shall have received such evidence as it may reasonably require that shows that the proceeds of the proposed disbursement will be used to reimburse Project expenses incurred or paid in accordance with the approved Development Plan.

(c) Developer shall not have materially defaulted on any of its obligations under this Agreement.

6. BARTLESVILLE FILM AUTHORITY.

6.1. Within 30 days of the Effective Date, the City will have worked in good faith with the trustor and trustees to approve the trust indenture and beneficial interest in a new public trust, the Bartlesville Film Authority, which will have sufficiently broad purposes and authorizations as will allow it to oversee the escrowed funds as provided in Section 5 of the Agreement and to provide other assistance to the film industry within the City. It is anticipated that the Bartlesville Film Authority will have 5 trustees, including a member of City Council, a currently sitting trustee of BRTA, a currently sitting trustee of the Bartlesville Development Authority, a member of the board of directors of Visit Bartlesville, Inc., and the City Manager of the City (or the City Manager's designee).

6.2. The City will work in good faith with the trustor and trustees of the Bartlesville Film Authority to ensure that the new trust meet at regular times on at least a monthly basis.

7. TRANSFER RESTRICTIONS; PROPERTY TO REMAIN TAXABLE.

7.1. The Developer represents and agrees for itself, its successors and assigns, that except by way of security for, and only for the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Project, or any part thereof, to perform its obligations with respect to the construction or operation of the Project under this Agreement, the Developer is prohibited from transferring the Property or any part thereof or interest therein, to another entity which would give such entity "control" of the Property (excluding ordinary course leasing, development easements, or other routine operational grants), without obtaining the prior written approval of the City, not to be unreasonably withheld, delayed or conditioned. Any transfer of the Property will require the Developer to assign and the transferee to assume all relevant Project documents. Notwithstanding the foregoing or anything to the contrary in any Project document, City approval shall not be required for, and any transfer restrictions described herein shall not apply to, transfers within or among the ownership structure of any tax credit investor, special limited partner or general partners of the Developer, and/or a transfer of any limited partner interest owned by a tax credit investor.

7.2. The City will be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that: (i) the Developer will provide adequate assurances that the transferee has the capacity to carry out the Project; (ii) the transfer will provide for the continued imposition of any covenants in this Agreement or the Deed; and (iii) any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the Washington County land records, will, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations on the Developer under this

Agreement and agreed to be subject to all of the conditions and restrictions to which the Developer is subject.

7.3. Any permitted transfer will include a release and shall relieve the Developer, or any other party bound in any way by this Agreement or any assignment thereof, from any obligations imposed by this Agreement.

7.4. Notwithstanding anything to the contrary contained herein, the Developer will be free to transfer the Property or any part thereof and interests in the Developer, without the prior written consent of the City, after construction of the Project has completed and the City has issued a Certificate of Completion as described in Section above.

7.5. Notwithstanding any other provision of this Agreement, the Developer hereby represents that it is a for-profit company and not exempt from ad valorem taxation under any provision of the laws of the State of Oklahoma or the United States. Developer shall not seek any ad valorem tax exemption for the Property while it owns the Property, and shall be prohibited from transferring the Property or the Project to any governmental or non-profit user that will cause the Property or Project to become exempt from ad valorem taxation.

## 8. RIGHTS OF ACCESS TO PROPERTY.

8.1. The City reserves for itself and any public utility company, as appropriate, an unqualified right to enter on the Property at all reasonable times for reconstructing, repairing, maintaining, and servicing public utilities within the Property, provided that such entrance and work will not unreasonably interfere with Property operations, construction, management or tenant's use and enjoyment of the Property.

8.2. The Developer must not construct any building, structure, or improvement on, over, or within boundary lines of public utility easement unless provided for in such easement or City issues prior approval.

8.3. City will permit the Developer and the Developer's representatives access to the Property prior to conveyance for purposes of carrying out this Agreement. After conveyance, Developer will permit City or City's representatives access to the Property at all reasonable times, upon reasonable prior notice, for purposes of carrying out this Agreement (including inspections), but without unreasonable interference with construction, management, operations or tenant's use and enjoyment of the Property.

## 9. RIGHTS OF MORTGAGEES.

9.1. Permitted Encumbrances. Neither the Developer nor any successor in interest will engage in any financing or create any mortgage or other encumbrance on the Property, nor permit any lien to be made on or attached to the Property, except for purposes of obtaining funds necessary for constructing the Project and any related costs as detailed in the approved Development Plan.

9.2. Notification of Mortgages and Liens. The Developer must notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, and will promptly notify the City in event any encumbrance or lien has been created on or attached to the Property, regardless of whether by voluntary act of the Developer or otherwise.

9.3. Mortgagees Not Obligated to Construct. Mortgagees will not be obligated to construct the Project in the event the Mortgagee acquires the Property through foreclosure proceedings (or actions in lieu thereof).

9.4. Notices of Default. Any notice of the breach or Event of Default on this Agreement, or of the default on any related agreements instruments related to this Agreement, or any demand to the Developer from the City will, at the same time, be forwarded to each holder of a mortgage at the last address of such holder shown in City or Washington County records.

9.5. Mortgage Holders' Option to Cure. Mortgage holders will have the right, at their option, to cure or remedy any breach or Event of Default on the part of the Developer or the Developer's successor in interest, as mortgagor, and add the cost thereof to the mortgage debt and lien of its mortgage; provided that such holders shall not be authorized to undertake or complete construction of the Project without having expressly assumed the obligations of this Agreement by written agreement satisfactory to the City.

9.6. City's Options to Cure.

(a) In cases where the holder of any mortgage on the Property does not exercise its option to complete the Project, or fails to complete the Project within the period agreed to between the City and holder, as described in Section 9.5, and such failure continues for 60 days, the City will have the option of paying to the holder the amount of the outstanding mortgage debt and securing an assignment of the mortgage and debt secured thereby, or if the holder has acquired the Property through foreclosure of action in lieu, the City will be entitled, at its option, to a conveyance to it of the Property upon payment to such holder of an amount equaling: (a) the mortgage debt at the time of foreclosure/action in lieu; (b) all expenses related to the foreclosure/action in lieu; (c) the net expense (exclusive of general overhead) incurred by holder in and as a direct result of subsequent management of the Property; (d) costs of any improvements made by such holder; and (e) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had amounts become part of its mortgage debt and such debt had continued in existence.

(b) The City also may, at its option, cure any default or breach by the Developer, which case the City will be entitled, in addition to other rights and remedies, to reimbursement from the Developer or any successor in interest of all costs and expenses incurred in curing such default or breach, including any amount of Assistance in Development Financing deposited or disbursed pursuant to Section 5 of this Agreement.

10. EVENT OF DEFAULT/REMEDIES.

10.1. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party or any successor to such Party, such Party (or successor) must, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within 60 days after receipt of such notice. Provided, however, that if any such Event of Default or breach is by the Developer and is incapable of being cured in such 60-day period and the Developer is diligently pursuing the cure of such breach or default, the time for curing the same will be extended at the reasonable discretion of the City. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

10.2. Termination by City Prior to Conveyance. In the event that, prior to the conveyance of the Property to the Developer, the Developer fails to perform any of the material covenants or obligations required of the Developer under this Agreement, and, if any such default or failure is not cured within 30 days after the date of written demand by the City (provided, however, that if any such default or failure is incapable of being cured in such 30-day period and the Developer is diligently pursuing the cure of such default or failure, the time for curing the same will be extended at the discretion of the City); then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City, BRTA, or the Property may, at the option of the City, be terminated by the City, in which event, neither the Developer (or assignee or transferee) nor the City nor BRTA will have any further rights against or liability to the other under this Agreement.

10.3. Termination by the Developer prior to Conveyance. The Developer shall have the right to terminate this Agreement prior to Closing if the City or BRTA fails to perform any of its obligations required under this Agreement or if, through no fault of the Developer, the Developer cannot satisfy the conditions to closing set forth in Section 4 hereof, in which event, neither the Developer (or assignee or transferee) nor the City nor BRTA will have any further rights against or liability to the other under this Agreement.

10.4. Rights and Remedies Cumulative; No Waiver by Delay. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, will be cumulative, and the exercise by either Party of any one or more of such remedies will not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by either such Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligations under this Agreement will be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other Party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

10.5. Party in Position of Surety with Respect to Obligations. The Developer for itself and its successors and assigns, and for all other persons who are or who will become, whether by



express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

11. MISCELLANEOUS.

11.1. Notices. A notice, demand, or other communication under this Agreement by either Party to the other will be sufficiently given or delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or nationally recognized overnight courier, or delivered personally, and:

- (a) in the case of the Developer, is addressed (or delivered personally) to the Developer in care of:

Buffalo Roam Studios LLC  
ATTN: Managing Member  
10913 S. 77<sup>th</sup> E. Pl.  
Tulsa, OK 74133

- (b) in the case of the City, is addressed (or delivered personally) to the City at:

City of Bartlesville  
ATTN: City Manager  
401 S. Johnstone Ave.  
Bartlesville, OK 74003

- (c) in the case of the BRTA, is addressed (or delivered personally) to the Nonprofit at:

Bartlesville Redevelopment Trust Authority  
ATTN: Executive Director  
401 S. Dewey Ave., Suite 812  
Bartlesville, OK 74003

or to such other address with respect as each Party may from time to time designate in writing and forward to the other as provided in this Section.

11.2. Amendments; Time of the Essence. This Agreement may not be changed orally, but only by an agreement in writing and signed by the Parties. The Parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

11.3. Force Majeure. For the purpose of any of the provisions of this DDA, neither the City, nor the BRTA, nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the Project, in the event of a

forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations described in this DDA shall be extended for the period of the forced delay, as reasonably determined by the City; provided, that the party seeking the benefit of the provisions of this subsection shall, within 30 days after the beginning of such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

11.4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or their application to any persons or circumstances will, to any extent, be invalid or unenforceable, then the remainder of this Agreement and the application of such provision shall be valid and enforceable to the fullest extent permitted by law. Except as otherwise referenced, this Agreement sets forth the entire understanding between the Parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement will be binding upon and will inure to the benefit of the Parties hereto, their respective successors and assigns.

11.5. Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to or will be merged by reason of any deed transferring title to any portion of the Property from the City to the Developer or any successor in interest, and any such deed will not be deemed to affect or impair the provisions and covenants of this Agreement.

11.6. Counterparts. This Agreement is executed in multiple counterparts, each of which will constitute an original of this instrument.

[Signature Pages Follow]





IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor.

CITY OF BARTLESVILLE, OKLAHOMA,  
a municipal corporation

By: \_\_\_\_\_  
Dale Copeland, Mayor

Attest:

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

Reviewed for form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ACKNOWLEDGEMENT

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF OKLAHOMA        )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Dale Copeland, to me known to be the identical person who executed the foregoing instrument as the Mayor of the City of Bartlesville, Oklahoma, and acknowledged to me that he executed the same as his free and voluntary act on behalf of the City of Bartlesville, Oklahoma, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

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

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



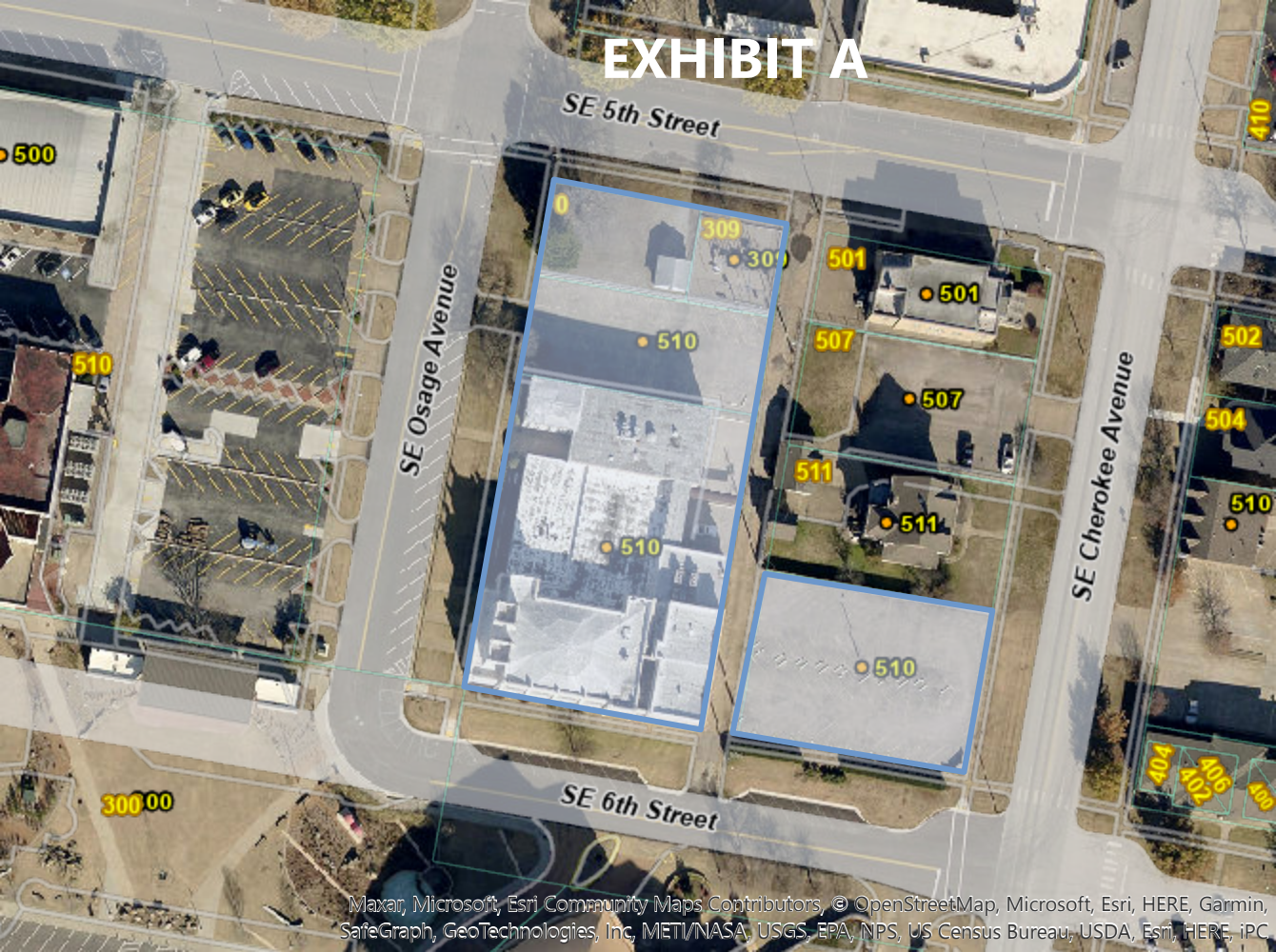
**EXHIBIT A  
PROPERTY DESCRIPTION AND DEPICTION**

[see following pages]

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

[Insert legal description of the Property]

# EXHIBIT A



**EXHIBIT B  
FORM OF DEED**

[see following pages]

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Buffalo Roam Studios LLC  
10913 S. 77<sup>th</sup> E. Pl.  
Tulsa, OK 74133

**EXEMPT DOCUMENTARY STAMPS  
O.S. TITLE 68, ART. 32, SECTION 3202**

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

# **SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS, THAT:**

**WHEREAS**, the City of Bartlesville, Oklahoma (“*City*” or “*Grantor*”) and Buffalo Roam Studios LLC (“*Developer*” or “*Grantee*”) have heretofore entered into a certain Disposition and Development Agreement (hereinafter referred to as the “*Development Agreement*”) dated \_\_\_\_\_, 2023 between the parties hereto and the Bartlesville Redevelopment Trust Authority (“*BRTA*”), whereby the Developer agreed to undertake the development of a film studio and film educational facility on certain real property and in certain facilities located generally at 520 South Osage Avenue, Bartlesville, Oklahoma 74003, previously occupied by the First Christian Church (“*Property*”); and

**WHEREAS**, all conditions precedent to Closing, as defined in the Development Agreement, have been satisfied, and the City finds it appropriate and desirable to convey the Property to the Developer.

**NOW, THEREFORE**, this Deed, made effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF BARTLESVILLE**, an Oklahoma municipal corporation (hereinafter referred to as the “*Grantor*”), acting herein pursuant to the above-mentioned Development Agreement, and the **BUFFALO ROAM STUDIOS LLC**, an Oklahoma limited liability company (hereinafter referred to as the “*Grantee*”).

**WITNESSETH:**

That, for and in consideration of the sum of TEN DOLLARS and 00/100s (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant, bargain, sell and convey unto the Grantee to have and to hold the following described land and premises, situated in Bartlesville, Washington County, Oklahoma, and more particularly described on Exhibit A attached hereto (“*Property*”), together with all and singular, the hereditament and appurtenances thereunto belonging or in any wise appertaining to the above-described land, including all right, title, and interest in and to vacated



streets and alleys abutting thereon, **LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores, and other minerals therein and thereunder previously reserved or conveyed of record, **AND SUBJECT TO** the matters described in Exhibit B attached hereto.

The Grantor warrants title to the Property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the Grantor, and Grantor will execute such further assurances thereof as may be requisite: **Provided**, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the Property hereby conveyed and are to be taken and construed as running with the land, and the Grantee hereby binds itself and its successors, assigns, grantees and lessees forever to these covenants and conditions which covenants and conditions are as follows:

**FIRST:** The Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Development Agreement or approved modifications thereof (which do not diminish the rights of the Grantee).

**SECOND:** The Grantee shall pay real estate taxes or assessments on the Property hereby conveyed or any part thereof when due and shall not place thereon any encumbrance or lien on the property other than liens securing the construction and permanent financing of the improvements to be construed on the Property pursuant to the Development Plan approved by the Grantor in accordance with Sections 3 and 7 of the Development Agreement, and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee pursuant to the Development Agreement have been completed.

**THIRD:** The Grantee shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than December 31, 2023, and shall be completed no later than January 31, 2025.

**FOURTH:** Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the Property hereby conveyed or any part thereof without the prior written consent of the Grantor except as permitted by this Deed.

**FIFTH:** The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the Property hereby conveyed or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments (or

payments in lieu thereof) on the property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

The Grantor shall be deemed a beneficiary of covenants numbered FIRST through FIFTH, the Bartlesville Redevelopment Trust Authority (“*BRTA*”) shall be deemed a beneficiary of covenants numbered FIRST through FOURTH; and such covenants shall run in favor of the Grantor and BRTA for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor or the BRTA is or remains an owner of any land or interest therein to which such covenants relate. As such beneficiary, the Grantor, in the event of any breach of any such covenant, and BRTA, in the event of breach of covenants numbered FIRST through FOURTH, shall each have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Promptly after the completion of the above-mentioned improvements in accordance with the provisions of the construction plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Development Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Development Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants of the Development Agreement and of the covenants and agreements contained in paragraphs numbered SECOND, THIRD, and FOURTH in this Deed, except that termination of covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments.

The Certificate of Completion provided for in the paragraph above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property hereby conveyed. If the Grantor shall refuse or fail to provide such Certificate of Completion, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said improvements in accordance with the Development Agreement and what measures or acts will be necessary for the Grantee to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Special Warranty Deed.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this instrument effective as of the date first above written.

*[SIGNATURE PAGES TO FOLLOW]*



**BUFFALO ROAM STUDIOS LLC,**  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Jeff Smith, Managing Member

**ACKNOWLEDGMENTS**

STATE OF OKLAHOMA                    )  
  ) ss.  
COUNTY OF WASHINGTON            )

Before me, a Notary Public in and for said State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Jeff Smith, to me known to be the identical person who executed the foregoing and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT C:  
PERMITTED TITLE EXCEPTIONS**

[to be inserted]

**EXHIBIT B**  
**PERMITTED TITLE EXCEPTIONS**

[Insert list of permitted title exceptions]

**EXHIBIT D  
FORM OF ESCROW AGREEMENT**

[see following pages]

## ESCROW AGREEMENT

This Escrow Agreement (“Agreement”) is entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and among the City of Bartlesville, a municipal corporation (“City”), the Bartlesville Redevelopment Trust Authority, a public trust (“BRTA”), Buffalo Roam Studios LLC, an Oklahoma limited liability Company (“Developer”), and Arvest Bank, an Arkansas for profit business corporation (“Escrow Agent”).

### RECITALS:

A. The City, BRTA, and the Developer have executed a Disposition and Development Agreement dated effective \_\_\_\_\_, 2023 (“DDA”) which describes the respective obligations of the parties in connection with the land conveyance, planning, development, and operation of a film studio and film educational facility to be constructed on certain real property located generally at 520 South Osage Avenue in Bartlesville, Oklahoma, to be constructed in two phases and representing an aggregate private investment of at least \$2,000,000.00: (1) the rehabilitation of the existing building that previously housed the First Christian Church for use as a film educational facility, representing an aggregate private investment of at least \$1,000,000.00 and public development financing assistance of \$1,000,000.00 (“Church Rehab”); and (2) the construction of a new building that will host a sound stage meeting appropriate industry standards to enable filming of studio television and motion picture projects on-site (“Sound Stage”) (Church Rehab and Sound Stage, together, “Project”), and the public assistance to be provided by the City and BRTA in support of the Project, all as more particularly described in and subject to the terms and conditions of the DDA.

B. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to such terms in the DDA.

C. Pursuant to the DDA, the City and BRTA have each agreed, respectively, to provide the Developer with assistance in development financing to support the Project through a cash grant in the aggregate amount of \$2,000,000.00, with the City providing \$1,000,000.00 and the BRTA providing \$1,000,000.00 (“Assistance in Development Financing”).

D. Pursuant to the DDA, the City and BRTA have agreed to deliver the Assistance in Development Financing to the Developer by depositing the amounts into an escrow account, from which the Developer may be disbursed amounts pursuant to the terms and conditions in Section 5 of the DDA.

E. The City and BRTA each desire to deliver the Assistance in Development Financing to the Escrow Agent, to be held in escrow strictly in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of mutual terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:



1. Recitals. The Recitals above are incorporated by reference and shall be a part of this Agreement for all purposes.

2. Appointment of Escrow Agent. The City, BRTA, and the Developer hereby appoint Escrow Agent as escrow agent, and Escrow Agent agrees to serve as escrow agent. Escrow Agent agrees to perform the obligations set forth in this Agreement.

3. Delivery of Funds and Deed.

a. The City hereby delivers to Escrow Agent, and Escrow Agent hereby acknowledges receipt of, funds in U.S. Dollars in the amount of One Million and No/100 Dollars (\$1,000,000.00).

b. The BRTA hereby delivers to Escrow Agent, and Escrow Agent hereby acknowledges receipt of, funds in U.S. Dollars in the amount of One Million and No/100 Dollars (\$1,000,000.00).

4. Creation of Escrow. The funds described in Sections 3.a. and 3.b. above are collectively referred to as the "Funds." Escrow Agent agrees to place the Funds into interest-bearing accounts. Escrow Agent hereby acknowledges receipt of the Funds, agrees to hold the Funds in escrow, and to release the Funds only as specifically authorized in Section 5 below. During the entire term of this Agreement, all funds held by the Escrow Agent as cash awaiting distribution shall be invested at the direction of Developer. All interest derived from investing funds held in escrow shall accrue to the Escrow Accounts. The Escrow Agent reserves the right to retain any services fees or administrative fees from funds used as investment vehicles.

5. Conditions Precedent; Instructions and Authorization to Escrow Agent.

5.1 Conditions Precedent to Disbursement of Funds. The following are conditions precedent to the performance by Escrow Agent of the instructions described in Section 5.2 below:

(a) All parties to the DDA shall have executed the DDA;

(b) All parties to this Escrow Agreement shall have executed this Escrow Agreement;

(c) Developer shall have submitted, at least 10 days prior to the meeting of the Bartlesville Film Authority, a public trust, at which the Developer desires the Bartlesville Film Authority to review the submission, and the Bartlesville Film Authority shall have approved, a certification of costs, in form and substance as may reasonably be required by the Bartlesville Film Authority, signed by the Developer together with an itemized list of construction and other approved Project costs paid for by Developer from equity, construction lending, or permanent lending, and such supporting documentation as the Bartlesville Film Authority may require, that evidences costs paid and expenses incurred;

(d) The Bartlesville Film Authority shall have received such evidence as it may reasonably require that shows that the proceeds of the proposed disbursement will be used to reimburse Project expenses incurred or paid in accordance with the approved Development Plan;

(e) Developer shall not have materially defaulted on any of its obligations under the DDA; and

(f) Escrow Agent shall have received evidence from the Bartlesville Film Authority, the City, and BRTA, in form and substance as Escrow Agent may reasonably require, that conditions in paragraphs (a) through (e) above have been satisfied.

5.2. Disbursement. Provided all conditions precedent described in Section 5.1 have been satisfied, the Escrow Agent shall make periodic disbursements of portions of the Funds approved by the Bartlesville Film Authority according to the following schedule:

(a) At or upon Closing (or as soon thereafter as is practicable to meet the conditions precedent in Section 5.1), an initial disbursement of up to \$280,000 shall be made to Developer to reimburse Developer's certified expenses incurred prior to Closing.

(b) Subsequent disbursements of the Funds shall be made periodically on a pro-rata basis with the amount of Developer's other sources of financing, as described and approved by the Bartlesville Film Authority and disclosed on the evidence Escrow Agent receives pursuant to Section 5.1(f) of this Agreement.

(c) Escrow Agent shall retain 10% of the Funds in escrow, to be released only upon Escrow Agent's receipt of a copy of the final certificate of occupancy for all components of the Project.

6. Termination of this Agreement. In the event the Conditions Precedent are not satisfied and Escrow Agent has not received any evidence required under Section 5.1(f) on or before the Completion Date, as defined in the DDA, this Agreement shall terminate and the Escrow Agent shall return the Funds to the respective parties in the same amount and same manner as delivered to the Escrow Agent. All interest earned on the Funds deposited by the City shall be disbursed to the City. All interest earned on the Funds deposited by the BRTA shall be disbursed to the BRTA. In such event, the City and BRTA agree to pay, split in equal amounts, the Escrow Agent the Escrow Fee described in Section 8 below that would otherwise be payable by the Developer.

7. Duties of Escrow Agent. The City, BRTA and the Developer agree that the following provisions shall apply with respect to the duties, liabilities, privileges, and immunities of Escrow Agent:

a. Escrow Agent will be liable as a depository and remitter of the Funds only. Escrow Agent's duties hereunder are limited to the safekeeping of the Funds and the delivery of the same in accordance with this Agreement.

b. Escrow Agent will not be liable for any act or omission done in good faith, mistakes of fact, error of judgment, or for any claim, demand, loss, or damage made or suffered by any party to this Agreement, excepting such as may arise through or be caused by Escrow Agent's willful misconduct or gross negligence.

c. Escrow Agent is authorized to rely on any writing, instrument, signature, or document which it, in good faith, believes to be authentic and may assume the validity and accuracy of any statements or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized so to do.

d. This Agreement is the only agreement binding on Escrow Agent relating to the escrow and distribution of the Funds.

8. Fees. Except as described in Section 6 of this Agreement, upon the Escrow Agent's disbursement of all Funds and interest thereon, the Developer agrees to pay Escrow Agent a fee in the amount of \$2,000.00 as the total compensation for its services under this Agreement ("Escrow Fee"), plus the actual costs, charges, and fees the Escrow Agent may incur in serving as escrow agent under this Agreement. Escrow Agent's fee, and any other costs, charges, and fees the Escrow Agent incurs in serving as escrow agent under this Agreement shall be deducted from the interest earned on the Funds deposited by the City and BRTA prior to disbursement of interest earned to the Developer.

9. Governing Law. This Agreement and the dispositions hereunder shall be construed and regulated, and their validity and effect shall be determined by, the laws of the State of Oklahoma, without regard to the principles of conflicts of laws thereof.

10. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

11. Assignment. This Agreement is personal to the parties hereto and may not be assigned.

12. Amendment. Neither this Agreement nor any of the provisions hereof may be amended or modified other than by an instrument in writing signed by the parties hereto.

13. Notices. All notices, consents, waivers, and other communications under this Agreement shall be in writing, and shall be (a) sent by registered or certified mail, return receipt requested, or (b) delivered through a nationally recognized overnight delivery service, and shall be deemed delivered on the third business day following the date of mailing or the actual day of receipt of the overnight delivery. All notices and communications shall be delivered to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties):

The City: City of Bartlesville  
401 S. Johnstone Ave.  
Bartlesville, OK 74003  
Attention: City Manager

BRTA: Bartlesville Redevelopment Trust Authority  
401 S. Dewey Ave., Suite 812  
Bartlesville, OK 74003  
Attention: Executive Director

Developer: Buffalo Roam Studios LLC  
[Address]  
Attention: Managing Member

Escrow Agent: Arvest Bank  
[Address]  
Attention: [office/department]

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and, as of the effective date of this Agreement, the terms and provisions contained herein shall supersede all other agreements between the parties hereto with respect to the matters contained herein.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes of this Agreement, be deemed an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto agree to be bound by the terms of this Agreement and have executed it as of the Effective Date.

**CITY:** CITY OF BARTLESVILLE,  
a municipal corporation

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

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

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

**BRTA:**

**BARTLESVILLE REDEVELOPMENT TRUST AUTHORITY, a public trust**

Attest:

\_\_\_\_\_  
Secretary

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

**DEVELOPER:**

**BUFFALO ROAM STUDIOS LLC,**  
an Oklahoma limited liability company

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

**ESCROW AGENT:**

**ARVEST BANK,**  
an Arkansas for profit business corporation

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

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

Presentation and discussion on a Formal Debt Policy.

Attachments:

Draft Debt Policy

**II. STAFF COMMENTS AND ANALYSIS**

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**

No action at this time.

# 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**

Presentation and discussion on a formal Rate Study Policy.

Attachments:

Draft 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 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**

No action at this time.

## **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 multiyear rate plan. 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**

Presentation and discussion on a 5 year capital plan policy.

Attachments:

Draft 5 Year Capital Plan Policy

**II. STAFF COMMENTS AND ANALYSIS**

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**

No action at this time.

## **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.

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

Presentation and discussion of possible updates to the City of Bartlesville's charter.

Attachments:

None

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

The City of Bartlesville operates using a Home Rule Charter. Essentially, this allows the citizens of Bartlesville to decide how they wish their government to operate. Our charter was last amended in 2010. As such, it is wise to periodically revisit the operations of the City Government and determine if any modifications should be made. Here is a link to our entire charter [https://library.municode.com/ok/bartlesville/codes/code\\_of\\_ordinances?nodeId=PAI\\_AMCHB](https://library.municode.com/ok/bartlesville/codes/code_of_ordinances?nodeId=PAI_AMCHB)

A. Our charter covers a number of local issues including:

- Our form of government – Council-Manager
- Specifics about the City Council including:
  - Terms
  - Election dates
  - Powers
  - Number of wards/members
  - Payment
  - Other necessary details
- Appointive officers – City Manager, Treasurer, Clerk, and Attorney
- Appoints and promotions for city employees
- Initiative and referendum process
- Public utilities
- Ordinances
- Budget
- Audits and reports
- Labor
- Public Library
- Commissions, Boards, Committees, and Departments
- City Buildings, Playgrounds, Parks, and Other Public Places
- General Provisions
  - Contractual limits
  - Surplus property rules
  - Ethics and conflict of interest rules
  - Other miscellaneous provisions

- Succession in Government
- Other provisions

Staff will provide information at Monday’s Council Meeting relating to possible changes for some sections of the Charter. At this meeting, Staff would also like to obtain Council’s thoughts on any other sections to be considered for amendment.

As we begin planning, I’ve included information on potential election dates below.

<b>Election Date</b>	<b>Election Type</b>	<b>Resolution Due</b>	<b>Notes</b>
<b>January 9</b> (2 <sup>nd</sup> Tuesday)	Special Elections Propositions Only	November 9, 2023	Not feasible to meet resolution due date.
<b>February 13</b> (2 <sup>nd</sup> Tuesday)	Board of Education Primary Elections	December 14, 2023	Not feasible to meet resolution due date.
<b>March 5</b> (1 <sup>st</sup> Tuesday)	Presidential Preferential Primary Elections	December 20, 2023	Not feasible to meet resolution due date.
<b>April 2</b> (1 <sup>st</sup> Tuesday)	Board of Education General Elections	February 1, 2024	First feasible date. Would align with other local elections.
<b>June 18</b> (Third Tuesday)	Primary Elections	April 3, 2024	Date is feasible but coincides with Presidential Primary.
<b>August 27</b> (4 <sup>th</sup> Tuesday)	Runoff Primary Elections	June 12, 2024	Date is feasible but coincides with Presidential Runoff.
<b>November 5</b> (1 <sup>st</sup> Tuesday after 1 <sup>st</sup> Monday)	General Elections	August 21, 2024	Date is feasible but coincides with Presidential Election.

Using this schedule as a guide, it would be possible to call an election that aligned with other local elections if we were prepared by February 1, 2024. This schedule would leave time for 1-2 more workshops, ample opportunity for public input, and careful consideration of proposed language.

This item is intended for generative discussion that may lead to further action/research.

### **III. BUDGET IMPACT**

N/A

### **IV. RECOMMENDED ACTION**

Discussion only

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

Presentation and discussion of Council Handbook.

Attachments:

Council Handbook

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

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. The attached handbook allows for the formal adoption of best practices, rules, and expectations of conduct.

In addition to guiding Councils as a whole, the handbook is extremely useful as an orientation for new Councilmembers. This document provides a comprehensive guide and resource for new Councilmembers that is an official document of the City. With this handbook, the Council can ensure that future members of this body receive proper guidance as they navigate this complex organization and their new responsibilities.

The attached handbook has undergone an extensive review and rewriting process. The handbook began as an OMAG model handbook, was reviewed by all Directors, rewritten to fit our organization, reviewed by legal and communications, approved by the City Manager, and is now ready for Council input.

The handbook covers a variety of topics that fit primarily within the following broad categories:

- Conduct, ethics, and conflict of interest
- Responsibilities as an elected official
- Understanding municipal trusts and authorities
- Best practices for elected officials

Some of the more important topics that you'll find within these categories in the handbook are:

- Council vs Staff responsibilities
- Legal fiduciary duties (obedience, loyalty, and care)
- Open Meetings and Records
- Ethics and conflicts of interest (this is an existing Council resolution)
- Council meeting rules (this is an existing Council resolution)
- Roles and responsibilities of Mayor, Vice-Mayor, and Council

- Council interaction with other Councilmembers, Staff, the public, other agencies, boards and committees, and media

It is important to remember that this is a policy document to help guide ALL councils into the future, so while many of the topics on this list are common sense for all of us today, they were drawn from common problem areas of municipalities around the State.

While some may hesitate to adopt a document that they fear may be “used against us”, I believe the greater risk lies in not adopting clear policies and expectations. One of the highest responsibilities of my position is to help prepare our organization for a future without myself and the incredible group of City Councilmembers and Directors I have today. I believe this document is a critical step in that preparation.

### **III. RECOMMENDED ACTION**

Discussion only.





## **Best Practices Handbook**

*DRAFT*

*Approved by  
Bartlesville City Council*

[Insert date adopted here]

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Educating ourselves and creating a more stable local government should be the goal of all elected officials. With a more stable government, the City of Bartlesville can successfully meet the needs of our community. This handbook aims to help provide stability by compiling resources to assist in training the City Council.

### **BEST PRACTICES RESOLUTION**

The City Council adopted the following best practices policy by resolution to help ensure that successful operational traditions are sustained over time. These best practices deal with public transparency, Council accountability, engagement in the operations of the City, and staff responsibility. The following resolution defines the “best practices” of the City:

**A. Elected Official Accountability:** The Council shall ensure Council accountability through:

- a. Attendance reporting to ensure other members and the public are aware of the attendance history of the elected officials.
- b. An annual training event with staff to review ethics, finances, and operations, and to address the expectations and goals of the City, including a self-assessment of the accomplishments and improvements needed by Council and management to achieve the goals of the City.
- c. The use of Council committees dealing with topics as the Council deems appropriate.
- d. The use of well-defined purchasing policies of the City to ensure management and staff are clear concerning the purchasing policies and expectations of the City.
- e. A “Code of Conduct” for Council that is reviewed annually by Council and readily available for Council reference. (See section below concerning ethics and meeting conduct.)

**B. Management and Staff Accountability:** The Council shall ensure management and staff accountability through:

- a. An annual evaluation and review of the City via the attached Stability Test.
- b. An annual strategic planning session with management to evaluate the expectations and goals of the City for the immediately preceding year, and to ensure that the expectations and goals of the City have been met and are clearly defined for both the Council and management in the coming year and years.
- c. Monthly financial and expenditure reports provided to Council on a timely basis.
- d. Direction to all City employees that a “whistleblower” policy exists for the City.
- e. Compliance with a well-defined purchasing policy of the City.
- f. An annual report of the departments of the City that outlines the activities of each department, including the risks, liabilities and any litigation involving the City.

Setting these minimal standards will ensure stability and continuity in operations.

## **COUNCIL/STAFF INTERACTIONS IN A COUNCIL-MANAGER GOVERNMENT:**

Understanding the appropriate interactions between the City Council and City employees begins by understanding the governmental role of the parties. The City Council serves as the legislative (and in some circumstances judicial) arm of the City, while the City Manager is the executive responsible for day-to-day operations. The Council is responsible for appointment of the City Manager, but the City Manager, and not the Council, is responsible for all other employees of the City (except the City Attorney, Municipal Judge, and City Treasurer). It is important to remember that Council appointees work for the City and City Council as a whole, and not any single Councilmember.

Regardless of the above, for most cities, one of the most difficult issues to deal with between the City, the City Manager, and the City employees is the question of involvement of the City Council in personnel matters. State statute and our Charter specifically and clearly deal with this issue by providing that Councilmembers may not:

- A. direct or request the City Manager to appoint or remove officers or employees;
- B. participate in any manner in the appointment or removal of officers and employees of the City, except as provided by law;
- C. give orders on ordinary administrative matters to any subordinate of the City Manager, either publicly or privately.

There are many examples in which direction given to employees by a Councilmember can result in difficulties and a violation of the law by the City Councilmember. The following specific examples are examples of conduct that should be avoided:

- A. Councilmembers should not appear at City Hall or other departments of the City and direct office personnel to perform any duties on behalf of the Council member; if anything is needed from City employees, that request should be directed to the City Manager, who can then communicate that request to the appropriate employee;
- B. Councilmembers should not appear at emergency scenes and expect to have any input into the handling of the situation beyond that of any other citizen;
- C. Councilmembers should not appear at public work sites and offer suggestions as to how the work can be better performed. Again, any direction of this type should be directed to the City Manager, who can then communicate that direction, if appropriate, to the employees involved.

Again, the best rule of thumb is to keep in mind that Council should consider themselves no more than ordinary citizens when it comes to City employees and public facilities. In this form of government, the Council serves as a policymaking, legislative body and does not manage day-to-day operations.

In addition, Councilmembers should be aware that certain groups within the City are represented by state sanctioned unions. Various unions representing City employees may seek to influence Councilmembers in regards to pending negotiations, arbitrations, or other matters. It is important for Councilmembers to limit their participation in negotiations with the unions to a "formal" participation, wherein they would participate through the appropriate channels and not do so in private meetings or in informal circumstances. Informal meetings circumvent the goals set by the Council as a group and by management in its attempt to reach a conclusion. To allow one Councilmember to be informally involved in negotiations, and to have private meetings with the various unions without the knowledge or involvement of management or other Councilmembers, circumvents not only management's attempts to resolve the dispute but also undermines the authority of the Council as a whole. The best approach concerning these issues is to have a clear understanding by the Council as a whole and not have individual members handling matters on their own.

The above restrictions on the conduct of the City Council are very clear; Councilmembers have no authority to direct any employee, request the hiring or firing of any specific employee, or participate in the discipline of any City employee. Those duties are left exclusively to the City Manager, and any involvement by Councilmembers in those activities is a violation of state statute and our charter.

In order to preserve the integrity of the above rules and principals, the City Council shall follow the protocol listed below when communicating with City Staff:

- **City Manager** – as the Council's employee, contact may be made with the City Manager by any ordinary means: in person, via text, phone, email, etc.
- **Department Directors** – contact should only be made for purposes of inquiry only. Our charter prohibits Councilmembers from providing direction to any City employee who reports to the City Manager.
  - The City Manager should be copied on all communications between Councilmembers and Staff. Written communication is preferred. If the communication occurred in person or via phone, the City Manager should be notified of the communication and its content immediately after it occurred.
- **Union Representatives** – Councilmembers should not meet or communicate with union representatives about city matters. If a Union Representative attempts to communicate with the Councilmember about city matters, then the Councilmember should notify the City Manager of the communication, its content, and who attempted the communication.
- **Other City Employees** – as a general rule, Councilmembers should not communicate directly with city employees below the rank of Director. If such communication occurs, the City Manager should be notified immediately after it occurred.

### **SUCCEEDING AS AN ELECTED OFFICIAL**

**Policy-Making:** Public policy determines what services will be provided to the residents and the level of those services, what kinds of development will occur in the community, and what the community's future will be. Elected officials have public policy-making responsibilities. Because policies created affect everyone in the community in some way, the very best is demanded of public officials. Therefore, there are three major jobs elected officials have when creating policy:

## **1. Set a Goal**

To create an effective policy, elected officials must set a strategic direction in which to proceed to achieve a specific goal or vision. Goals should be realistic, achievable, and in the public's best interest. Without a goal, it can be easy to lose sight and direction of the policy's purpose and importance to the community.

## **2. Achieve the goal**

Adopt policies aimed at accomplishing the goals set in step 1. Policymaking requires measurement of the consequences of policy decisions against the community's vision, values, and goals. It can be difficult to determine what makes a "good" policy. The following qualities may assist in that determination:

- There is public support.
- The policy is fair and equitable and does not impose disproportional impacts on interest groups.
- Throughout the policy-making process, officials analyzed the impact a policy will have and measured the consequences of policy decisions against the community it affects.
- Officials maintained clear goals while considering a range of alternatives and assessed the impacts of alternatives.
- The policy is relevant and addresses an issue or problem that is generally perceived as significant to the community.
- The policy can be implemented, has a reasonable chance of working, and there are clear assignments for responsibilities for implementation.
- The results are monitored.

## **3. Monitor results**

There is always a risk that policy decisions will not accomplish their intended goal or will have an unintended negative impact. To gauge effectiveness, monitoring results is necessary. One way to monitor the results of a policy is to get reports and updates on the policy. Good monitoring systems may provide early warning of failure and the opportunity to alter or abandon a policy before the policy negatively affects the public.

**Fiduciary Duties:** The public delegates governing authority to public officials to exercise discretion over the public treasury and to create laws that will affect their lives. The public official, once elected, appointed, or hired, is in a superior position to that of the individual citizen due to specialized governmental knowledge and the ability to advise, deliberate, and participate in the representative process. And finally, the public trusts that the public official will act in the public's best interest. Fiduciaries are under rigorous obligations that ensure compliance with their roles and responsibilities. Those obligations are:

### **1. The Duty of Obedience**

The duty of obedience requires that elected officials comply with applicable laws and regulations, act in accordance with the City's policies, and carry out the City's mission to serve its constituents appropriately. Public officials should ensure that they carry out their intended purpose and not engage in unauthorized activities.

## 2. The Duty of Loyalty

Public officials have an absolute obligation to put the public's interest before their own direct or indirect personal interests. The public official breaches this obligation when he or she benefits at the public expense. Prohibited benefits can be financial (such as engaging in pay to play politics- or participating in decisions that favorably impact an official's business, property, or investments), career related (such as using public office and/or public resources to obtain future employment or political position), or personal (such as benefits to family members or close associates). Note that when general ethical duties to family or friends conflict with duty to the public, the public duty must prevail.

## 3. The Duty of Care

The duty of care requires that the public official competently and faithfully execute the duties of the office. Under duty of care fall such obligations as the duty to manage assets competently and be good stewards of the public treasury, to use due diligence in the selection and supervision of staff, to follow the rules and to uphold the constitution and laws of the jurisdiction. Examples of breach of this duty include failure to attend meetings, failure to investigate, failure to engage in the deliberative process, and failure to vote.

## COUNCIL CONDUCT WITH THE PUBLIC: IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of individual Councilmembers toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be Welcoming to Speakers and Treat Them with Care and Gentleness:** The way the Council treats people during public meetings can do much to make the citizen relax or, conversely, push the citizen's emotions to a higher level of intensity.
- **Actively Listen:** It is disconcerting to speakers to have Councilmembers not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, using a phone, or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger, or boredom. If speakers become flustered or defensive by Council questions, it is the responsibility of the chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Councilmembers to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Councilmembers' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.
- **No Personal Attacks of Any Kind, Under Any Circumstance:** Councilmembers should be aware that their body language and tone of voice as well as the words they use could appear to be intimidating or aggressive.
- **Follow Parliamentary Procedure in Conducting Public Meetings:** Final rulings on parliamentary procedure are made by the chair of the meeting.



## **OPEN MEETING ACT SUMMARY**

Meetings of public bodies are governed by the Oklahoma Open Meeting Act. **A violation of the Open Meeting Act can result in criminal charges against the individual Councilmember.** The Open Meeting Act has four areas that cause the most concern:

1. **Defining Meeting:** The Open Meeting Act defines a meeting as "the conducting of business of a public body by a majority of its members being personally together." As you can see by the definition, an informal get-together involving three Councilmembers can constitute a "meeting." Further, to be considered a meeting, there is no requirement that there be a vote taken, so a violation can occur even if there is only discussion. A "meeting" may occur even through email or some other indirect means. It is even possible for a "meeting" to occur if one Councilmember discusses a topic with two other Councilmembers separately. However, a quorum of Councilmembers being present together does not constitute a meeting if no business is discussed (i.e. Chamber Gala, Boy Scout Patron Dinner, etc.)
2. **Notice and Agenda:** State law requires that an agenda be posted for any meeting that is to be held. If an item is not posted on an agenda, with the exception of new business that is discussed later, it should not be discussed or acted upon at a meeting of the Council. (If three of you meet informally and discuss City business, a violation of the Act occurs by the failure to post an agenda.)
3. **Consent Agenda:** A consent agenda is used by cities to allow approval, by one motion and vote, of a number of items that are considered routine. Staff will recommend those items that are included; any Councilmember who wants a vote on any individual item can remove the item from consent. Council can further discuss any item that was removed from the consent agenda. It is advisable for a Councilmember to notify the City Manager prior to the meeting if an item will be pulled. This will ensure that the appropriate City staff will be present to provide information on the item.
4. **New Business:** New business for purposes of the Open Meeting Act is defined as "any matter not known about or which could not have been reasonably foreseen prior to posting of the agenda." New business is only allowed during Regular Meetings and is not allowed at special or emergency meetings.

Based on the above definition, if an item arises under the New Business portion of the Council agenda, the first question by the Council should be whether that matter could have been placed on the agenda. If it could have and was not, it should not be discussed and no action should be taken; the matter should be placed on the next agenda so the public, not just those present at the meeting, will be on notice that the City may take some action in regard to that item. There is a mistaken assumption many times that New Business is a general catchall that can be used to discuss any item.

There is no requirement under the Open Meeting Act that the Council allow the public to appear at a meeting and discuss any item they want under the "New Business" portion of the agenda. The only purpose of the New Business portion is to allow the Council to discuss those matters that are not on the agenda because they could not have been placed on the agenda due to the time in which they arose.



Actions made in violation of the Oklahoma Open Meetings Act are invalid. Any person willfully violating the Open Meetings Act shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine not exceeding \$500 or by imprisonment in the county jail for a period not exceeding one year, or by both such fine and imprisonment.

### **EXECUTIVE SESSIONS**

Executive sessions can only be held for certain specific reasons, such as to discuss pending litigation or claims, the purchase of property, union negotiations and the employment, hiring, appointment, promotion, demotion, discipline or resignation of an individual, salaried, public officer or employee.

Executive sessions cannot be used to discuss general personnel problems of the City or a department and cannot be held unless they are listed on the agenda. The Open Meeting Act also requires a specific listing of the type of matter being discussed in an executive session; therefore, executive sessions are limited to the specific item to be discussed. Other general City business cannot be discussed at that time. Any action taken as a result of an executive session must be voted on in public. Executive sessions are intended as private, confidential meetings in which the private discussions cannot be disclosed by any of those present. The “City,” and not the individuals present, own that right to confidentiality, and only the “City,” by a vote of the elected officials, can agree to disclose the private discussion.

### **ATTENDANCE**

Attendance at City Council meetings by members is addressed by statute (the City charter is silent). Any Councilmember who misses more than half of the regular and special meetings that occur within any four-month time period forfeits, as a matter of law, their office. There are no exceptions to the statutory requirement, no ability of the City to waive that requirement, and no action for removal that is required. The forfeiture occurs as a matter of law without any affirmative vote by the other members.

### **AGENDA CREATION**

The agenda will be created by staff based on their knowledge of what business items need to be considered by the Council. The City Manager will consult with the Mayor prior to publishing the agenda.

Any Councilmember may add an item to the agenda by requesting that the City Manager add it.

### **PERSONAL LIABILITY**

Councilmembers acting within their authority and without intent, or acting under advice of counsel, are granted several protections under law. However, Councilmembers acting inappropriately, and with knowledge of the facts, may be subject to personal liability including under 62 OK Stat § 62-372 which provides for penalties of triple the amount of the inappropriate transaction.

“...triple the amount of all such sums of money so paid, or triple the value of property so transferred, as a penalty, to be recovered at the suit of the proper officers of the state or such county, city, town or school district, or of any resident taxpayer thereof, pursuant to Section 373 of this title; provided, however, no action for personal liability shall lie against any such officer for a transaction approved in good-faith reliance on advice of legal counsel for the public entity...”

## **LEGAL PROTECTIONS**

Councilmembers will be defended and indemnified by the City and its insurance carrier in the event that they are sued while acting within the scope of their duties. If a Councilmember is sued for actions taken outside of the scope of their duties or if a Councilmember is deemed to be willfully negligent in the execution of their duties, the City and its insurance carrier may deny defense and/or indemnification.

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# CONDUCT, ETHICS & CONFLICT OF INTEREST

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One of the more dangerous and sensitive subjects involving Councilmembers is the question of conflict of interest. The topic is especially troublesome because the penalty for a Councilmember may be severe.

## SUMMARY OF CONFLICT OF INTEREST AND STATUTES

In general, the conflict of interest statutes fall into four categories, as follows:

- A.** A general prohibition that precludes any City officer, employee, or family member of any officer or employee from doing any business of any type with the City. The violation of the statute is a misdemeanor, the contract or agreement entered into is void as a matter of law, and any member voting to approve the contract is personally liable for the amount of the transaction. These laws typically define the family member via degrees of consanguinity (blood) or affinity (marriage).

  - A first-degree relative is defined as a relative which includes the individual's parents, full siblings, or children and their spouses
  - A second-degree relative includes the individual's grandparents, grandchildren, aunts, uncles, nephews, nieces or half-siblings and their spouses
  - A third-degree relative is defined as a relative which includes the individual's first-cousins, great-grandparents or great grandchildren and their spouses
- B.** A series of statutes exist dealing with public trust that preclude the public trust from contracting with trust members or their families. If that conduct occurs, the trustee is removed as a matter of law and the contract is void. Further, the public trust statutes preclude bidding in certain instances by family members and again results in any contract approved, even after the bid, being void and the member who has a conflict being guilty of a felony.
- C.** There are public finance statutes that provide that no contract with a Councilmember or in which a member "directly or indirectly is interested" will be valid. The contract is treated as void. The purpose of the statute is to provide an additional safeguard concerning the expenditure of monies by public bodies in which individual Councilmembers are receiving some interest.
- D.** In addition to the above three conflict of interest statutes, there is also a criminal statute that provides that it is unlawful for any Councilmember to sell materials, supplies or other goods to the City. Any such contract is also void. All members voting yes are personally liable for the amount of the purchase; fines and criminal penalties are provided for.

Lastly, if you serve on the board of directors of a company doing business with the City, a conflict exists that will require you to recuse yourself from the discussion and voting on those business dealings.

Per the above statutes, the best approach in dealing with possible conflicts is to act with caution. The very basic summary of the rule is that the City cannot contract with any Councilmember or family of any Councilmember. This rule applies even if the Councilmember involved abstains/recuses and does not participate in the agreement.

The most likely situation is one in which there is not a direct conflict but some appearance of a conflict because of other business dealings or family members. In those instances, the potential conflict should be disclosed and investigated, and a decision made as to whether the potential conflict is an actual conflict.

The statutes that regulate Councilmembers fall into the following four categories:

### **1. COUNCILMEMBERS PROHIBITION FROM DOING BUSINESS WITH THE CITY**

The following statute prohibits Councilmembers from doing business with the City (irrelevant sections of the statute are excluded):

#### **11 Okla.Stat. §8-113 - Prohibited Conduct (Art. 16 Sec. 9 Municipal Charter)**

- A.** Except as otherwise provided by this section, no municipal officer or employee, or any business in which the officer, employee, or spouse of the officer or employee has a proprietary interest, shall engage in:
  - 1. Selling, buying, or leasing property, real or personal, to or from the municipality;
  - 2. Contracting with the municipality; or
  - 3. Buying or bartering for or otherwise engaging in any manner in the acquisition of any bonds, warrants, or other evidence of indebtedness of the municipality.
- E.** For purposes of this section, "employee" means any person who is employed by a municipality more than ten (10) hours in a week for more than thirteen (13) consecutive weeks and who enters into, recommends or participates in the decision to enter into any transaction described in subsection A of this section. Any person who receives wages, reimbursement for expenses, or emoluments of any kind from a municipality, any spouse of the person, or any business in which the person or spouse has a proprietary interest shall not buy or otherwise become interested in the transfer of any surplus property of a municipality or a public trust of which the municipality is beneficiary unless the surplus property is offered for sale to the public after notice of the sale is published.
- F.** For purposes of this section, "proprietary interest" means ownership of more than twenty-five percent (25%) of the business or of the stock therein or any percentage that constitutes a controlling interest but shall not include any interest held by a blind trust.
- G.** Any person convicted of violating the provisions of this section shall be guilty of a misdemeanor. Any transaction entered into in violation of the provisions of this section is void. Any member of a governing body who approves any transaction in violation of the provisions of this section shall be held personally liable for the amount of the transaction.

- H.** Notwithstanding the provisions of this section, any officer, director, or employee of a financial institution may serve on a board of a public body. Provided, the member shall abstain from voting on any matter relating to a transaction between or involving the financial institution in which they are associated and the public body in which they serve.

## **2. PUBLIC TRUST CONFLICTS STATUTE**

The following statute applies to public trusts and limits the activity of trustees of those trusts:

### **60 Okla.Stat. §178.8 - Conflict of Interest - Transactions Exempt**

- A.** Except with regard to residents of a facility for aged persons operated by a public trust, who are trustees of the public trust operating the facility and who comprise less than a majority of the trustees, a conflict of interest shall be deemed to exist in any contractual relationship in which a trustee of a public trust, or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder, shall directly or indirectly buy or sell goods or services to, or otherwise contract with such trust. Upon a showing thereof, such trustee shall be subject to removal and such contract shall be deemed unenforceable as against such trust unless the records of such trust shall reflect that such trustee fully and publicly disclosed all such interest or interests, and unless such contractual relationship shall have been secured by competitive bidding following a public invitation to bid.

The following types of transactions are exempt from the aforementioned provisions of this section:

1. The making of any loan or advance of any funds to, or the purchase of any obligations issued by such public trust, in connection with the performance of any of its authorized purposes;
2. Any legal advertising required by law or indenture or determined necessary by the trustees of such public trust;
3. The performance by any bank, trust company or similar entity or any services as a depository; or
4. The sale of any public utility services to such public trust, in which the price of said services is regulated by law.

It shall be the duty of each public trust to compile a list of all conflicts of interest for which its trustees have made disclosure. It shall also be the duty of each trust to compile a list of all dealings between its trustees and the trust that involve the exempted transactions listed above. Such lists shall be compiled semiannually for periods ending June 30 and December 31 of each year. Such lists shall be compiled on forms prescribed by the Oklahoma Tax Commission and shall be matters of public record. Copies of such lists shall be filed with the Secretary of State by September 1 and March 1 of each year.

### **3. PUBLIC COMPETITIVE BIDDING ACT PROHIBITION FOR BIDDING**

The following statute applies to contracts entered into pursuant to the Oklahoma Public Competitive Bidding Act:

#### **61 Okla.Stat. §114 - Conflict of Interest**

The chief administrative officer and members of the governing body of the awarding public agency authorizing or awarding or supervising the execution of a public construction contract, and their relatives within the third degree of consanguinity or affinity, are forbidden to be interested directly or indirectly through stock ownership, partnership interest or otherwise in any such contract. Contracts entered into in violation of this section shall be void. Persons willfully violating this section shall be guilty of a felony and shall be subject to removal from office.

### **4. CRIMINAL STATUTES**

The following criminal statutes may apply to Councilmembers in certain circumstances (irrelevant sections of the statutes are excluded):

#### **21 Okla.Stat. §355 - Furnishing Public Supplies for Consideration-Exceptions**

- A. It shall be unlawful for any member of any board of county commissioners, City Council or other governing body of any city, board of trustees of any town, board of directors of any township, board of education of any city or school district, to furnish, for a consideration any material or supplies for the use of the county, city, town, township, or school district.
- C. It shall not be unlawful for any member of any board of county commissioners, City Council or other governing body of any city, board of trustees of any town, board of directors of any township, or board of education of any school district to vote to purchase materials or supplies from a business that employs a member of the governing body or employs the spouse of a member if the member or the spouse of a member has an interest in the business of five percent (5%) or less.

#### **21 Okla.Stat. §344 - Personal Interest of Official in Transaction-Penalty**

- A. Except as otherwise provided in this section, every public officer, being authorized to sell or lease any property, or make any contract in his or her official capacity, who voluntarily becomes interested individually in such sale, lease or contract, directly or indirectly, is guilty of a misdemeanor.
- B. The provisions of this section shall not apply to:
  - 1. Municipal officers who are subject to the provisions of Section 8-113 of Title 11 of the Oklahoma Statutes; and
  - 2. Conservation district board members participating in programs authorized by Section 3-2-106 of Title 27A of the Oklahoma Statutes.

Willful violation of these requirements is a felony, and contracts entered into in violation of these requirements shall be deemed void.

## **CODE OF ETHICS FOR ELECTED OFFICIALS (RESOLUTION 3226)**

The following is the Code of Ethics for the City of Bartlesville. This Code was enacted to ensure that, over time, consistent rules are applied to those who may be elected. The Code of Ethics is in place, and has as its foundation, the principle that the governing body should enact rules for its conduct, and should be responsible to ensure that those rules are enforced.

### **1. Conflict of Interest**

- a. An official or employee may not use his/her position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows, or has a reason to believe may result in personal or financial benefit, not shared with a substantial segment of the city's population, for any of the following persons or entities (no group of government employees may be considered "a substantial segment" for the purposes of this provision):
  1. himself or herself;
  2. a member of his or her household, including a domestic partner and his or her dependents, or the employer or business of any of these people;
  3. a sibling or step-sibling, step-child, parent or step-parent, niece or nephew, uncle or aunt, or grandparent or grandchild of either himself or herself, or of his or her spouse or domestic partner;
  4. an outside employer or business of his or hers, or of his or her spouse or domestic partner;
  5. a customer or client;
  6. a person or entity from whom the official or employee has received an election campaign contribution of more than \$200 in the aggregate during the past election cycle (this amount includes contributions from a person's immediate family or business);
  7. a substantial debtor or creditor of his or hers, or of his or her spouse or domestic partner; or
  8. a nongovernmental civic group, union, social, charitable, or religious organization of which he or she (or his or her spouse or domestic partner) is an officer, director or board member.
- b. It is a violation of this code for an official or employee to, within two years of entering city employment or service, award a contract or participate in a matter benefiting a person or entity that formerly employed him or her.

## **2. Legislators Employed by City**

A member of the legislative body has a conflict of interest with respect to any labor contract to which he or she, or a member of his or her household, may be a party, and with respect to an appropriation to any City department or agency through which he or she, or a member of his or her household, is employed.

## **3. Recusal from Participation**

- a. An official or employee must refrain from acting on or discussing, formally or informally, a matter before the city, if acting on the matter, or failing to act on the matter, may personally or financially benefit any of the persons or entities listed in subsection 1 of this section.
- b. An official or employee must refrain from acting or discussing, formally or informally, a matter involving a person who appointed or recommended him or her for that position, if he or she is aware of such appointment or recommendation.
- c. A board or agency member must decide whether to recuse him or herself if he or she is requested to recuse from participation in a matter for the reason that he or she has a conflict of interest, by:
  1. another member,
  2. a party to the current matter, or
  3. anyone else who may be affected by a decision relating to this matter.
- d. Recusal at a meeting requires a public announcement, to be made on the record and reflected in the minutes, including the reason for recusal if the reason is set forth in this section. The recusal should be marked as a “recusal” in the minutes.
- e. Rule of Necessity: If recusal would leave a board with less than a quorum capable of acting, members must disclose their conflicts on the public record to be reflected in the minutes, but they may then vote. If an official or employee is the only person authorized by law to act, the official or employee must disclose the nature and circumstances of the conflict.

## **4. Gifts**

The Code states that no official or employee may solicit or accept (directly or indirectly) anything of value that could reasonably be expected to influence a vote, official or employee action, or judgment or be considered a reward for any official or employee action or inaction.

## **5. Preferential Treatment**

An official or employee may not, directly or indirectly, in a positive or negative sense, treat anyone, including himself and his family, preferentially. That is, in any way other than in a manner generally accorded to city residents.



## **6. Confidential Information**

An official or employee, a former official or employee, a contractor or a consultant may not use confidential information, obtained formally or informally as part of his or her work for the City or due to his or her position with the City, to further his or her own or any other person or entity's personal or financial interests.

## **7. Political Activities**

An official or employee, or municipal candidate may not knowingly request, or authorize anyone else to request, that any subordinate or potential future subordinate participate in an election campaign or make a political contribution. Nor may he or she engage in any political activity while on duty for the City, with the use of city funds, supplies, vehicles, or facilities, or during any period of time during which he or she is normally expected to perform services for the City, for which compensation is paid.

(Note that this code does not restrict voluntary political contributions or political activity by any official or employee or employee.)

## **8. Patronage**

No official or employee may promise an appointment or the use of his or her influence to obtain an appointment to any position as a reward for any political activity or contribution.

## **9. Falsely Impugning Reputation**

An official or employee may not falsely impugn the reputation of a city resident. If an official or employee believes his or her accusation to be true, and then learns that it was false, even in part, he or she should apologize in the same forum the accusations were made. A failure to so apologize within a reasonable period of time after learning of the falseness of the accusations will create the presumption that the conduct was fully intentional.

## **10. Honesty in Applications for Positions**

No person seeking to become an official or employee or consultant or contractor may make any false statement, submit any false document, or knowingly withhold information about wrongdoing in connection with employment by or service for the City.

## **11. Whistle-Blower Protection.**

Neither the City nor any person, including an official or employee, may take or threaten to take, directly or indirectly, official or employee or personal action, including but not limited to discharge, discipline, personal attack, harassment, intimidation, or change in job, salary, or responsibilities, against any official or employee, employee, or other person (or against any member of their family) because that person, or a person acting on his or her behalf, reports, verbally or in writing regarding an alleged violation of this code. The provisions of this section are not applicable when the complainant, witness, or reporter of a violation made accusations or other statements that were malicious and false. A violation of this section is a violation of this code.

## **COUNCIL MEETING RULES OF CONDUCT (RESOLUTION 3661)**

The following is the Rules of Conduct and Meeting Format for the City of Bartlesville. Similar to the Code of Ethics, this Code was enacted to ensure that, over time, consistent rules are applied to those who may be elected. In addition, these rules are established to ensure that Council meetings are conducted in an orderly, professional manner.

### **Section 1. Format of Meeting**

- A. The Chairman/Mayor shall preserve order and decorum at Council meetings.
- B. Council meetings will be televised unless held in a location without normally available technical support, or in a workshop meeting where no action is planned.
- C. Public comment, titled "Citizens to be Heard", will be received at all Council meetings excepting where the Council is the subordinate meeting.
  - 1. Public comment shall be limited to citizens of Bartlesville or those residing within 10 miles of Bartlesville City Hall.
  - 2. Individuals who wish to address the Council shall sign in prior to the start of the meeting, indicating their name and residential address.
  - 3. Public comment will be received prior to the first agenda action item.
  - 4. Each individual wishing to make public comment will be limited to three (3) minutes for their presentation, with a total of fifteen (15) minutes for the entire public comment portion unless extended by the Mayor or a majority of the Council.
  - 5. When called upon by the Chairman/Mayor, individuals will come forward to the podium and state their name. Time permitting, persons who did not sign in will be recognized after everyone who has signed in has spoken and will state their name and residential address.
- D. The Mayor or a majority of the Council may open up a specific agenda item for public comment. The public comment will be limited to five (5) total minutes unless extended by the Mayor or a majority of the council and will be specific to the specific agenda item.
  - 1. Public comment shall be limited to citizens of Bartlesville or those residing within 10 miles of Bartlesville City Hall.
  - 2. When called upon by the Chairman/Mayor, individuals will come forward to the podium and state their name and residential address.
- E. Any person, during the course of a Council meeting, who engages in behavior that disrupts the meeting or speaker will be asked to leave by the Chairman/Mayor. If said person refuses to leave, they may be subject to removal.

### **Section 2. Rules of Order**

- A. All council meetings will be managed by "Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21's Century". In case of any conflict, Section 1 of this resolution will take precedence. See attached Rules of Order.
- B. Council members will recuse themselves from any agenda item for conflicts of interest as defined in the city's Ethics Policy.
- C. All votes will be tallied in accordance with the Oklahoma Open Meetings Act.
- D. No council action will be nullified by any unintentional parliamentary or format violation or oversight.

**MEETING SIGN-IN SAMPLE**

WELCOME:

In accordance with State law, tonight’s meeting of the City Council is a business meeting in which the Council will consider only the specific items listed on the agenda. The agenda items are proposed by Council and staff as pending issues necessary for the City. Citizen input is allowed regarding any agenda item at the beginning of the meeting during “Citizens to be Heard.” By Council policy, citizens must sign in, comments are limited to three minutes with a total for all speakers of 15 minutes, should be directed to the Mayor, and should be presented in a civil and business-like manner that shows respect to your fellow citizens. Due to State law, this is a chance for you to be heard by the Council, but the Council cannot engage in a discussion with citizens during this portion of the meeting. If you will leave your phone number or email, Council or staff will respond to any questions you may have.

This meeting, as are other meetings of the City, is governed by rules of conduct and a Code of Ethics approved by the City Council. That Code requires that the members of the City Council continue the long tradition in our City of civility during meetings, proper conduct toward each other, staff and the public, and open discussion of issues without personal attack or animosity. The Council expectations regarding civility apply to all employees of the City and to the public.

We look forward to your input and a productive meeting.

**PLEASE SIGN-IN ONLY  
IF YOU WISH TO SPEAK DURING THE CITIZENS TO BE HEARD AGENDA ITEM**

Name	Address	Email (optional)	Phone (optional)

## **OVERVIEW OF ROLES & RESPONSIBILITIES**

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Oklahoma State Statutes, City Charter and Code of Ordinances, and the Municipal Handbook from the Oklahoma Municipal League.

### **MAYOR**

- Acts as the official head of the City for all ceremonial purposes and military law.
- Chairs Council meetings.
- Selects substitute for City representation when Mayor cannot attend.
- Makes judgment calls on proclamations.
- Leads the Council into an effective, cohesive working team.
- Signs documents on behalf of the City.
- Acts as the primary point of contact between the City Manager and City Council as defined in City Manager's contract.

### **VICE MAYOR**

- Performs the duties of the Mayor if the Mayor is absent or disabled.
- Chairs Council meetings at the request of the Mayor.
- Represents the City at ceremonial functions at the request of the Mayor.

### **COUNCILMEMBERS**

- All members of the City Council, including those serving as Mayor and Vice Mayor, have equal votes.
- No Councilmember has more power than any other Councilmember, and all should be treated with equal respect.

### **RESPONSIBILITY OF ALL COUNCILMEMBERS**

- Fully participate in Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others, including the public, other Councilmembers, and employees of the City.
- Prepare in advance of meetings and be familiar with issues on the agenda.
- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people's time.
- Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in our government.
- Provide contact information with the administration in case an emergency or an urgent situation arises.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities to increase team effectiveness.
- Review Council procedures, such as this Council Handbook.

## **MEETING CHAIR**

The Mayor will chair official meetings of the City Council, unless the Vice Mayor or another Councilmember is designated as chair of a specific meeting.

The Chair shall:

- Maintain order, decorum, and the fair and equitable treatment of all speakers.
- Keep discussion and questions focused on specific agenda items under consideration. Make parliamentary rulings with advice, if requested, from the City Attorney, who shall act as an advisory parliamentarian.

## **POLICY ROLE OF THE CITY COUNCIL**

Councilmembers shall respect and adhere to the structure of the City government as outlined by Oklahoma Statutes and City Charter. The Councilmembers' roles are defined by these sources and shall not interfere in those areas of operation that are the responsibility of others. Except when specifically allowed by statute, Councilmembers should not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.

## **POLICIES & PROTOCOL RELATED TO CONDUCT**

- A. Ceremonial Events:** Requests for a City representative at ceremonial events will be coordinated by City staff. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor will recommend which Councilmember should be asked to serve as a substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Councilmembers at their homes are presumed to be for unofficial, personal consideration.
- B. Correspondence Signatures:** City staff will assist, through the management of the City, in the preparation of any official correspondence needed by the Council. Councilmembers should be aware that all correspondence, including email and text, generated by them in their official capacity may be subject to the Open Records Act and, as such, will be a public record subject to inspection by any member of the public.
- C. Endorsement of Candidates:** Councilmembers have the right to endorse candidates for all Council seats or other elected offices. However, it is inappropriate to mention endorsements during Council meetings or other official City meetings.
- D. Public Meeting Hearing Protocol:**
  - a. The applicant or appellant shall have the right to speak first. The chair will determine the length of time allowed for this presentation. Speakers representing either pro or con points of view will be allowed to follow. The applicant or appellant will be allowed to make closing comments. The chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly. After the close of a public hearing, no more public testimony will be accepted unless the chair reopens the public hearing.

- b. Councilmembers should not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" comments by Councilmembers are not appropriate until after the close of the public hearing. Councilmembers should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

**E. Travel Expenses:** All Council travel, in which the Councilmember expects to officially represent the City and/or be reimbursed by the City for travel costs, must be approved in accordance with the City's travel and expense reimbursement policy and included in the City Council budget.

**F. Proclamations:** Proclamations are ceremonial documents issued at the discretion of the Mayor. They provide an opportunity for the Council to recognize exceptional events, organizations, and people and to increase public awareness of issues having community-wide significance to the City of Bartlesville. Proclamations will be issued in accordance with the attached Proclamation Guidelines.

### **COUNCILMEMBER CONDUCT WITH ONE ANOTHER**

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of our community. In all cases, this common goal should be acknowledged even as the Council may "agree to disagree" on contentious issues.

### **IN PUBLIC MEETINGS**

**A. Practice Civility and Decorum in Discussions and Debate:** Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. However, this does not allow Councilmembers to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions will be tolerated.

**B. Honor the Role of the Chair in Maintaining Order:** It is the responsibility of the chair to keep the comments of Councilmembers on track during public meetings. Councilmembers should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

**C. Avoid Personal Comments That Could Offend Other Councilmembers:** If a Councilmember is personally offended by the remarks of another Councilmember, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

**D. Demonstrate Effective Problem-Solving Approaches:** Councilmembers have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

## IN PRIVATE ENCOUNTERS

- A. Continue Respectful Behavior in Private:** The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.
- B. Be Aware of the Insecurity of Written Notes, Voicemail Messages, and Email:** Technology allows words written or said without much forethought to be distributed wide and far. Written notes, voice mail messages, and email should be treated as potentially "public" communication.
- C. Even Private Conversations Can Have a Public Presence:** Elected officials are always on display — their actions, mannerisms, and language are monitored by people around them who they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

## COUNCIL CONDUCT WITH CITY STAFF

Governance of a city relies on the cooperative efforts of elected officials, who set policy, and City staff, who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- A. Treat All Staff as Professionals:** Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior toward staff is not acceptable.
- B. Limit Contact to Specific City Staff:** Questions of City staff and/or requests for additional background information should be directed through the City Manager. Materials supplied to a Councilmember in response to a request will be made available to all members of the Council, so that all have equal access to information.
- C. Never Publicly Criticize an Individual Employee:** Councilmembers should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's supervisor(s). Comments about staff performance should only be made through the City Manager via private correspondence or conversation.
  - a. Do not get involved in daily administrative functions, except those involving committees established by the Council and those involving Council agenda items in which management is presenting the item to the Council for consideration.
  - b. Councilmembers must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits, except to the extent those items involve Council agenda items or items presented to Council committees.



- D. Check with City Manager on Correspondence Before Taking Action:** Before sending correspondence, Councilmembers should check with the City Manager to see if an official City response has already been sent or is in progress.
- E. Limit Requests for Staff Support:** Routine secretarial support will be provided to all Councilmembers. All mail for Councilmembers is opened by management, unless other arrangements are requested by a Councilmember. Requests for additional staff support, even in high priority or emergency situations, should be made through the City Manager, who is responsible for allocating City resources in order to maintain a professional, well-run city government.

### **COUNCIL ACCESS AND USE OF PUBLIC FACILITIES AND EQUIPMENT**

The Council acknowledges that the powers bestowed on Council by state law are granted to the Council as a whole, and not to individual Councilmembers. As such, the powers granted to Council are only exercised in public meetings in compliance with the Oklahoma Open Meeting Act.

Individual Councilmembers have no greater access to public facilities, work sites, or City-owned property and equipment than the public at large. Neither the Council nor Mayor are provided offices at City Hall or any other City facility, and any request for assistance with official duties (clerical, mailing, travel arrangements, etc.) should be made to the City Manager.

The use of any City equipment, even if authorized and provided through the proper channels, shall be in accordance with the policies of the City, and not for personal use.

### **COUNCIL CONDUCT WITH THE PUBLIC: IN UNOFFICIAL SETTINGS**

- A. Make No Promises on Behalf of the Council:** Councilmembers will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (repair a street, solve a drainage problem, install street signs, etc.).
- B. Make No Personal Comments About Other Councilmembers:** It is acceptable to disagree publicly about an issue, but it is unacceptable to make derogatory comments about other Councilmembers, their opinions, and actions.
- C. Remember That Despite Its Impressive Population Figures, This City Is a Small Town at Heart:** Councilmembers are constantly being observed by members of the community every day they serve in office. Their behaviors and comments serve as models for proper deportment in the city. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Councilmembers, 24 hours a day, seven days a week. It is a serious and continuous responsibility.



## COUNCILMEMBER CONDUCT WITH OTHER PUBLIC AGENCIES

- A. Be Clear About Representing the City or Personal Interests:** If a Councilmember appears before another governmental agency or organization to give a statement on an issue, the Councilmember must clearly state:
- a. Whether his or her statement reflects personal opinion or is the official stance of the City.
  - b. Whether this is the majority or minority opinion of the Council. If the Councilmember is representing the City, the member must support and advocate the official City position on an issue, not a personal viewpoint.
  - c. If the Councilmember is representing another organization whose position is different from the City, the member should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Councilmembers should be clear about which organizations they represent and inform the Mayor and Council of their involvement.
- B. Correspondence Also Should Be Equally Clear About Representation:** City letterhead may be used when the Councilmember is representing the City and the City's official position. A copy of official correspondence should be given to the City Manager for filing as part of the permanent public record.

## COUNCILMEMBER CONDUCT WITH BOARDS AND COMMISSIONS

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- A. If Attending a Board or Commission Meeting to Which You Are Not Appointed, Be Careful to Only Express Personal Opinions:** Councilmembers may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation - especially if it is on behalf of an individual, business or developer - could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.
- B. Limit Contact with Board and Commission Members to Questions of Clarification:** It is inappropriate for a Councilmember to contact a board or commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Councilmembers to contact board or commission members in order to clarify a position taken by the board or commission.
- C. Remember That Boards and Commissions Serve the Community:** The City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council. However, board and commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten board and commission members

with removal if they disagree about an issue. Appointment and reappointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

- D. Be Respectful of Diverse Opinions:** A primary role of boards and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on boards and commissions but must be fair and respectful of all citizens serving on boards and commissions.
- E. Keep Political Support Away from Public Forums:** Board and commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support board and commission members who are running for office, but not in an official forum in their capacity as a Councilmember.
- F. Inappropriate Behavior Can Lead to Removal:** Inappropriate behavior by a board or commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council and the individual is subject to removal from the board or commission.

#### **COUNCIL CONDUCT WITH THE MEDIA**

Councilmembers are frequently contacted by the media for background and quotes.

- A. The Best Advice for Dealing with The Media is to Never Go "Off the Record":** Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. However, one bad experience can be catastrophic. Remember, words that are not said cannot be quoted.
- B. The City Employs a Professional Media Relations Officer:** The City's official position will be coordinated by the City's management staff. Typically, the Mayor or Director closest to the situation will provide any comment necessary, but other Councilmembers with special knowledge of a situation may be asked by management to comment as well.
- C. Choose Words Carefully and Cautiously:** Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

#### **SANCTIONS**

- A. Public Disruption:** Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting, removed from the Council chambers, and/or have public comment rights suspended for future meetings.

**B. Inappropriate Staff Behavior:** Councilmembers should refer to the administration any City staff who do not follow proper conduct in their dealings with Councilmembers, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.

**C. Councilmembers Behavior and Conduct:** City Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded by the Council, formally censured by the Council, or lose seniority and/or committee assignments. Serious infractions of the Code of Ethics, the Code of Conduct, or other items included in this handbook could lead to other sanctions as deemed appropriate by the Council.

Councilmembers should point out to the offending Councilmember infractions of the Code of Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought to the full Council in a public meeting.

If the violation of the Code of Conduct is outside of the observed behaviors by the Mayor or Councilmembers, the alleged violation should be referred to the Mayor. The City Council should ask the appropriate staff member to investigate the allegation and report the findings to the City Council. It is the City Council's responsibility to take the next appropriate action. These actions can include, but are not limited to discussing and counseling the individual on the violations; recommending sanction to the full Council to consider in a public meeting; or forming a Council ad hoc subcommittee to review the allegation; the investigation and its findings, as well as, to recommend sanction options for Council consideration.

City staff shall provide a copy of the Council Code of Ethics to the members of all City boards and commissions to ensure they are familiar with the guidelines established by the City Council.

Additional ethical restrictions, based on state law, apply to any financial conflict of interest issue that may arise, and those issues should be addressed on an individual basis as they arise.

## **MONETARY AND NON-MONETARY BONUSES**

When the season of giving is upon us, it is within the human spirit to give. While not limited to the holiday season, this is often the time of year municipalities might want to give employees and elected officials a Christmas bonus or perhaps a turkey or ham. Although the intent is good, it can cause confusion for City employees and members of the governing body. OK Const. Article 10 §14 states that "Except as otherwise provided by this section, taxes shall be levied and collected by general laws, and for public purposes only, et al." Basically, this prohibits gifts or donations of public funds directly by the payment of money, including providing free rent, utilities, or other services, or indirectly by lending public equipment or the labor of public employees when the primary benefit goes to a private corporation, association, or individual.

Oklahoma State Laws have strict regulations about changing an elected official's salary while he/she is in office, but what about giving a turkey or a ham? It seems harmless, but if the turkey or ham was purchased with public funds, it could be considered an emolument (fringe benefit). Laws in Oklahoma prohibit an elected or appointed official's salary or emolument to be changed after his or her election and/or appointment. Municipal employees may receive a Christmas bonus or a turkey/ham as compensation, but this is a matter of policy.

It is important to consult with your city attorney when implementing a policy for the expenditure of public funds. Relying and acting upon the advice of your municipal attorney offers a measure of protection that otherwise you would not have if you act without consultation.

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## **PROCLAMATION GUIDELINES**

Proclamations are ceremonial documents issued at the discretion of the Mayor. They provide an opportunity for the Council to recognize exceptional events, organizations, and people and to increase public awareness of issues having community-wide significance to the City of Bartlesville.

### **Proclamations are issued for:**

- Public awareness
- Charitable fundraising campaigns
- Arts and cultural celebrations
- Special honors

### **Proclamations will not be issued for:**

- Matters involving political controversy, ideological or religious beliefs, or individual conviction
- Events or organizations with no direct relationship to the City of Bartlesville
- Campaigns or events contrary to City policies

### **Other:**

- The Mayor reserves the right to modify or deny any proclamation request.
- More than one cause can be proclaimed simultaneously.
- An organization does not have exclusive rights to the day, week or month.
- Proclamations should reflect inclusiveness, not exclusiveness, and recognize that the strength of our democracy is our diversity.
- The issuance of any proclamation does not indicate mayoral endorsement of the event or the consent of the event being proclaimed only that it is the mayor's judgement that the proclamation falls within this policy.
- Proclamations are not typically issued for individuals. Depending on the occasion or event, a letter may be provided.

### **Who can make a proclamation request?**

- Request must be made by a Bartlesville resident or other person affiliated with a Bartlesville business or organization.

### **How should a proclamation request be made?**

- All requests must be made in writing. Request can be mailed, e-mailed, faxed or hand-delivered. If mailed, emailed, or faxed, please call to verify receipt by our office.
- Requests should be made at least 10 business days in advance of the date the document is needed. Please include:
  - Contact person's first and last name, address, and telephone number.
  - A brief summary and/or background of the event or organization.
  - The name and date (s) of the day, week, month or event to be proclaimed.
  - A date when the proclamation is needed

**Direct proclamation requests to:**

Office of the Mayor  
Attn: Executive Assistant City of Bartlesville  
401 S. Johnstone  
Bartlesville, OK 74003  
Ph: 918-338-4282  
Email: [rebanes@cityofbartlesville.org](mailto:rebanes@cityofbartlesville.org)

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## MUNICIPAL ELECTED OFFICIAL SURVEY

The following comments are the result of a survey that has been submitted to numerous officials, representing many of the municipalities in the Tulsa area and northeast Oklahoma. The following responses should serve as a guideline for elected officials, both new and established.

### 1. The best elected officials possess the following traits:

- A genuine desire to benefit the public being served, not just a constituency that may have elected them.
- A willingness to seek training or other learning opportunities.
- A willingness to look at options before a decision is made.
- Honest, knowledgeable, consensus-builder.
- Respect for coworkers — both peers and subordinates.
- A desire to share their insights and experience with similar entities, and not just the unit of government that they currently serve.
- High moral and ethical standards that supersede legal standards.
- A willingness to work together as a team towards common goals.
- A mindset that is open to compromise.
- A willingness to take the time to research all sides of an issue before making a final decision.
- An appreciation that there will be times when not everyone will agree.
- A willingness and ability to communicate.
- Understands that we are all human and sometimes make mistakes.
- Thoughtful, consistent, supportive, responsible, practical, and intelligent.

### 2. Conduct by an elected official that is most damaging to a municipality is the following:

- Any attempt through private meetings to make a decision that should be made in accord with the open meeting act, followed closely by any attempts to subvert the ordinary chain of command by giving orders to staff members of which their supervisors are not aware.
- Making “busy” work for staff.
- Using the position for financial gain for themselves or individuals, and using the position to further the agenda of certain individuals, or certain groups of individuals.
- Self-serving decision-making.
- Vindictive decision-making.
- Making very important decisions without fully researching all the issues.
- Believing and buying in to people who only tell you part of a story – the part that best suits them and their motives.
- Having a “plant” at City Council meetings to perform the dirty work for a Councilmember.
- Being involved with day-to-day operations instead of performing their roles as policy maker.
- Believing “everything” that they hear on the street or read in the local newspaper.
- The “gotcha” member. They wait until the meeting to ask questions often only to make themselves look good at the cost of making others look bad. They often distrust staff, their fellow members, and revel in failures more than the successes.

**3. Conduct by an elected official that is most beneficial to a municipality is the following:**

- An intelligent search for ways to make the city and the lives of its citizens better, safer, and more productive.
- Working with other elected officials and staff to make decisions that will benefit all citizens.
- The newly elected official should keep his/her mouth closed and ears open for the first several months while they learn the parameters of what they can or more especially cannot do in their elected capacity.
- They should research the history of the issues of the day by asking questions of all sides and make sure they listen more than they speak.
- They must be fully informed to maintain credibility.
- Maintaining an open mind.
- Compliment staff in public and criticize staff in private, if criticism is warranted.
- Being positive and calm.

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## **EXAMPLE SOCIAL MEDIA IMPRESSUM**

The following statement will be used on all official City social media, particularly Facebook, so we can confidently hide or delete comments. It is also advised that Councilmembers add this to any official social media site that they use to communicate with the public.

### *Social media comment policy*

*Comments posted to this page will be monitored. The City of Bartlesville reserves the right to hide or remove comments, including those that have obscene language or sexual content, threaten or defame any person or organization, violate the legal ownership interest of another party, support or oppose political candidates or ballot propositions, promote illegal activity, promote commercial services or products, promote individual causes, websites or social media sites or are not topically related to the particular posting.*

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**CONFIDENTIALITY AGREEMENT FOR EXECUTIVE SESSION**

The agreement below is a sample agreement that will be utilized for all executive sessions. This agreement will help to protect all parties.

This Confidentiality Agreement between the parties signing below establishes that all information discussed, heard or read in the City Council Executive Session on \_\_\_\_\_, will not be released, copied, discussed or shared in any manner with any individual other than City Councilmembers present in the Executive Session, members of City staff present during the Executive Session, and other persons authorized by the City Council to be present in the Executive Session. Breach of this Confidentiality Agreement may result in personal liability and potential violation of the Oklahoma Open Meeting Act.

*I have read the above statement regarding confidentiality and agree to abide by it to the best of my ability.*

Signed on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Mayor

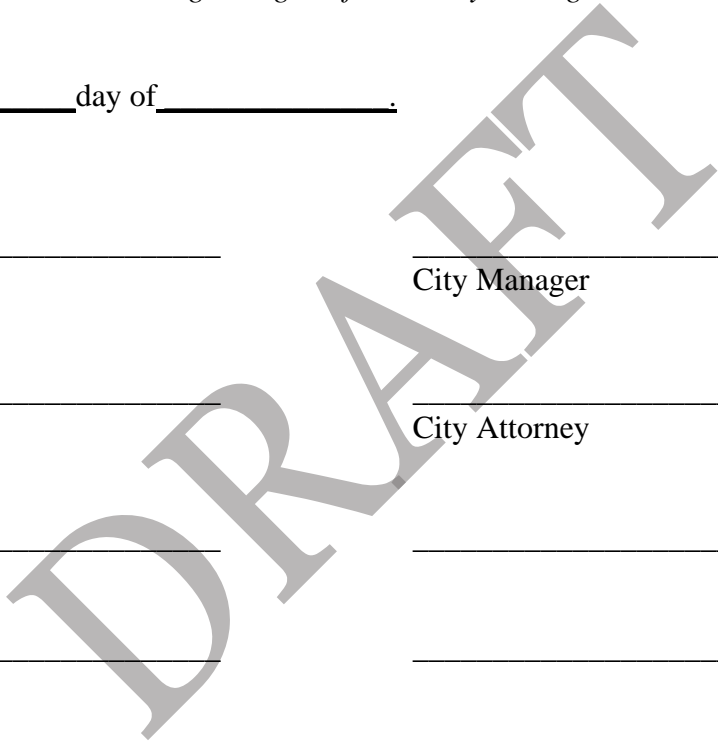
\_\_\_\_\_  
City Manager

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## CITY COUNCIL DISCLOSURE OF INTEREST FORM

The following sample form must be signed by all Councilmembers so that conflicts of interest can be evaluated and violations may be avoided.

The undersigned, in accordance with City Ordinance and State Law, hereby discloses the following Conflict of Interest:

- A. I have an interest in following issue that is pending:
- B. My conflict exists because of the following:
- C. Does the transaction involve any of the following:
  - a. Selling, buying, or leasing property, real or personal, to or from the municipality;
  - b. Contracting with the municipality; or
  - c. Buying or bartering for or otherwise engaging in any manner in the acquisition of any bonds, warrants, or other evidence of indebtedness of the municipality.

If yes, AND you or an immediate family member are engaging in that activity, the action is illegal. If your interest is in a company doing business with the City and your interests consists of a "proprietary interest" or ownership of more than twenty-five percent (25%) of the business or of the stock therein or any percentage that constitutes a controlling interest, the transaction is illegal. Does this section apply to your transaction? YES / NO

- D. Competitive Bidding. Is the contract for a construction project involving more than \$50,000? If yes, you are forbidden to be interested directly or indirectly through stock ownership, partnership interest or otherwise in any such contract. Does this section apply to your transaction? YES / NO
- E. I have an interest in an issue that will appear on a City Council agenda, as follows:
  - a. I understand that because my interest is a personal or family interest in which I have a financial risk in the outcome of the vote, I am precluded from voting on this issue. I understand I can present factual information to the board as a member of the public could, and understand that even though I am not legally required to leave the room during the Council's discussion of this matter, that I have been advised I should do so. Does this section apply to your transaction?  
YES / NO
  - b. I or a family member has an interest in an issue appearing before Council. I do not have any direct or indirect financial interest in the outcome of the vote, and am making this disclosure to avoid any allegation that I had an inappropriate conflict of interest. Does this section apply to your transaction?  
YES / NO

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

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

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

# UNDERSTANDING MUNICIPAL TRUSTS AND AUTHORITIES

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Oklahoma law allows for the creation of a public trust for limited purposes. In doing so, the City gains some advantages in the ability to finance projects and some other differences in how it can conduct its business. The greatest advantage is the ability to sell revenue bonds to finance construction of public utilities or other projects that can be funded by the revenue that is created. The revenue bonds can be approved and sold by a vote of the Trustees of the Trust and do not require a vote of the people, as do general obligation bonds that are used by the City to finance projects.

Many trusts in Oklahoma have been created to allow that flexibility. The trust is a separate, legal entity and therefore, is required to have separate meetings and separate agendas for its meetings. The Trustees of the Trust are designated by the trust documents and many times will be elected officials of the City. Although we sometimes refer to the two entities as the same, they really are not. Each entity has its own budget, has its own financial structure, and does business in specific areas without mingling its financial affairs with the other entity. All of the Open Meeting and Open Record restrictions that apply to the City will apply to the trust. The Trust Indenture should be reviewed to determine the specific powers of the trustees of the trust that governs its operations.

## **PUBLIC TRUSTS.**

State law allows “public trusts” to be created to carry out projects that otherwise could not be conducted by the City. The primary purpose of a public trust is to create more flexibility in financial transactions that the City is able to use in operations, primarily because of constitutional limitations. The trust will qualify as a public trust only if the trust has a purpose that is public in nature and the City has agreed to be the beneficiary of the trust. Public trusts are also subject to the Open Meetings Act and many of the regulations that govern the City. The City has formed the following trusts:

Bartlesville Municipal Authority (BMA) – The Bartlesville Municipal Authority was created originally to finance projects and developments for the City’s water and wastewater utilities. The Authority’s purpose was expanded to include financing of certain street projects. The governing body of the Authority is the same as the City Council. City staff provides staff support.

Bartlesville Education Authority (BEA) – The Bartlesville Education Authority was created to assist the Bartlesville Public School District with financing and construction of a ninth grade center at the Bartlesville High School and the renovation of Central Middle School. The governing body of the Authority is the same as the City Council. City staff provides staff support. All professional costs (audit, accounting, etc.) are paid by Bartlesville Public Schools.

Bartlesville Development Authority (BDA) – The Bartlesville Development Authority was originally created to finance certain facilities for the purpose of promoting economic development in the City of Bartlesville and surrounding areas. Currently, the operations of the City’s economic development program are operated through this trust. It is comprised of a five-member board of directors. The BDA employs professional staff.

Bartlesville Redevelopment Trust Authority (BRTA) – The Bartlesville Redevelopment Trust Authority (formerly known as the Bartlesville Downtown Trust Authority) was originally created to finance, develop, redevelop, restore, and beautify the downtown Bartlesville area. It also now oversees the program plans for TIFs 1 and 2. The Board of Trustees consists of six members appointed by the City Council and one City Councilmember. The BRTA employs professional staff.

Bartlesville Community Center Trust Authority (BCCTA) – The Bartlesville Community Center Trust Authority was created to develop, finance, and operate the Bartlesville Community Center for cultural and recreational activities for the citizens of Bartlesville and surrounding areas. The Board of Trustees consists of eight members that are appointed by the City Council and one City Councilmember. The BCCTA employs professional staff.

Bartlesville History Museum Trust Authority (BHMTA) – The Bartlesville History Museum Trust Authority was created to establish, improve, maintain, administer, and operate facilities for use as a history museum. The Board of Trustees consists of eight members appointed by the City Council and one City Councilmember. City staff provides staff support.

Bartlesville Library Trust Authority (BLTA) – The Bartlesville Library Trust Authority was created to encourage, finance, and promote the Bartlesville Public Library. The City Council appoints all of the members of the Board of Trustees. City staff provides staff support.

Bartlesville Adult Center Trust Authority (BACTA) – The Bartlesville Adult Center Trust Authority was created to encourage, finance, and promote cultural and recreational activities for the older citizens of Bartlesville. The Board of Trustees consists of six members that are appointed by the City Council. Volunteers provide all staff support.

## **PUBLIC TRUST CONFLICTS STATUTE**

The following statute applies to public trusts and limits the activity of trustees of those trusts:

### **60 Okla.Stat. §178.8 - Conflict of Interest - Transactions Exempt**

- A. Except with regard to residents of a facility for aged persons operated by a public trust, who are trustees of the public trust operating the facility and who comprise less than a majority of the trustees, a conflict of interest shall be deemed to exist in any contractual relationship in which a trustee of a public trust, or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder, shall directly or indirectly buy or sell goods or services to, or otherwise contract with such trust. Upon a showing, thereof, such trustee shall be subject to removal and such contract shall be deemed unenforceable as against such trust unless the records of such trust shall reflect that such trustee fully and publicly disclosed all such interest or interests, and unless such contractual relationship shall have been secured by competitive bidding following a public invitation to bid.

The following types of transactions are exempt from the aforementioned provisions of this section:

1. The making of any loan or advance of any funds to, or the purchase of any obligations issued by, such public trust in connection with the performance of any of its authorized purposes;
2. Any legal advertising required by law or indenture or determined necessary by the trustees of such public trust;
3. The performance by any bank, trust company or similar entity or any services as a depository; or
4. The sale of any public utility services to such public trust, in which the price of said services is regulated by law.

It shall be the duty of each public trust to compile a list of all conflicts of interest for which its trustees have made disclosure. It shall also be the duty of each trust to compile a list of all dealings between its trustees and the trust that involve the exempted transactions listed above. Such lists shall be compiled semiannually for periods ending June 30 and December 31 of each year. Such lists shall be compiled on forms prescribed by the Oklahoma Tax Commission and shall be matters of public record. Copies of such lists shall be filed with the Secretary of State by September 1 and March 1 of each year.

Contracts entered into in violation of these provisions can be deemed unenforceable, and the penalty can include removal from office.

# BEST PRACTICES FOR ELECTED OFFICIALS

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## BUILDING STABILITY

Our goals should be the same for the Mayor, elected Councilmember, and City employees — that we want the following things in our City government:

- A. **Stability:** Everyone we deal with needs our government to be stable, meaning predictable, reliable, and consistent in how we do business.
- B. **Fulfilling:** Our City government experience should be fulfilling for everyone involved, from the highest ranking to the lowest ranking person associated with our government. We get there by accomplishing well-defined, positive goals, and by leaving it better than we found it.
- C. **Enjoyable:** We deal with difficult issues sometimes, but the experience of working to make our government better should be enjoyable for everyone involved.

The more stable our City is, the more fulfilling and enjoyable our service will be. The following stability test was created as a way to measure how our City is doing. The 10 categories used were chosen based on input from a number of municipal officials, with the idea that we should identify the broad areas that should be measured to determine how well our communities are functioning. This test will be completed annually to identify areas for improvement and to measure how we have improved year to year.

1. **Financial Stability:** Do you have enough money to operate?
  - a. Create a written policy that establishes financial goals for the city, approved by Council resolution that gives clear direction to staff.
  - b. Determine an appropriate reserve policy with realistic goals.
  - c. Present clear, simple, monthly reports to elected officials.
2. **Governing Body Stability:** How stable is your governing body?
  - a. Hold an annual training, including training to staff and elected officials about meeting protocol.
  - b. Plan to hold an annual retreat to set goals.
  - c. Have a code of ethics for elected officials.
  - d. Have a best practices resolution for oversight.
  - e. Be professional.
3. **Meetings:** How productive are your meetings?
  - a. They should, first and foremost, be conducted as business meetings.
  - b. Have respect for fellow elected officials.
  - c. Have and abide by clear meeting rules.
  - d. Include a good balance of public input limited to agenda topics.
  - e. Attend meetings in other cities and learn from them.



## **Best Practices Handbook**

*DRAFT*

*Approved by  
Bartlesville City Council*

[Insert date adopted here]



## APPENDIX A

RESOLUTION NO. 3161

**A RESOLUTION ESTABLISHING A FORMAT AND RULES OF ORDER FOR THE CONDUCT OF CITY COUNCIL MEETINGS AND REPEALING CONFLICTING RESOLUTIONS.**

---

WHEREAS, the Charter of the City of Bartlesville requires that the Council adopt a written policy determining its own rules of procedure subject to the governing laws of the State of Oklahoma and the United States of America.

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

The City Council meetings of the City of Bartlesville shall be conducted in accordance with the following rules and meeting format:

**Section 1. Format of Meeting**

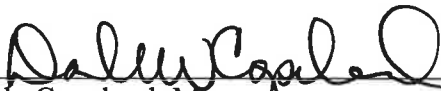
- A. The Chairman/Mayor shall preserve order and decorum at Council meetings.
- B. Council meetings will be televised unless held in a location without normally available technical support, or in a workshop meeting where no action is planned.
- C. Public comment, titled "Citizens to be Heard", will be received at all Council meetings excepting where the Council is the subordinate meeting.
  - 1. Public comment shall be limited to citizens of Bartlesville or those residing within 10 miles of Bartlesville City Hall.
  - 2. Individuals who wish to address the Council shall sign in prior to the start of the meeting, indicating their name and residential address.
  - 3. Public comment will be received prior to the first agenda action item.
  - 4. Each individual wishing to make public comment will be limited to three (3) minutes for their presentation, with a total of fifteen (15) minutes for the entire public comment portion unless extended by the Mayor or a majority of the Council.
  - 5. When called upon by the Chairman/Mayor, individuals will come forward to the podium and state their name. Time permitting, persons who did not sign in will be recognized after everyone who has signed in has spoken and will state their name and residential address.
- D. The Mayor or a majority of the Council may open up a specific agenda item for public comment. The public comment will be limited to five (5) total minutes unless extended by the Mayor or a majority of the council and will be specific to the specific agenda item.
  - 1. Public comment shall be limited to citizens of Bartlesville or those residing within 10 miles of Bartlesville City Hall.
  - 2. When called upon by the Chairman/Mayor, individuals will come forward to the podium and state their name and residential address.
- E. Any person, during the course of a Council meeting, who engages in behavior that disrupts the meeting or speaker will be asked to leave by the Chairman/Mayor. If said person refuses to leave, they may be subject to removal.


**Section 2. Rules of Order**

- A. All council meetings will be managed by "Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21's Century". In case of any conflict, Section 1 of this resolution will take precedence. See attached Rules of Order.
- B. Council members will recuse themselves from any agenda item for conflicts of interest as defined in the city's Ethics Policy.
- C. All votes will be tallied in accordance with the Oklahoma Open Meetings Act.
- D. No council action will be nullified by any unintentional parliamentary or format violation or oversight.

**Section 3.** All previous resolutions regarding the Council rules of conduct are hereby repealed.

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5<sup>TH</sup> DAY OF DECEMBER, 2022.**

  
\_\_\_\_\_  
Dale Copeland, Mayor  
City of Bartlesville

  
\_\_\_\_\_  
City Clerk  
City of Bartlesville



## APPENDIX B

RESOLUTION 3226

**A CODE OF ETHICS APPLICABLE TO ALL ELECTED OFFICIALS, EMPLOYEES AND MEMBERS OF BOARDS, TRUSTS, COMMITTEES AND AUTHORITIES FOR THE CITY OF BARTLESVILLE PURSUANT TO ARTICLE 2, SECTION 13 OF THE BARTLESVILLE CITY CHARTER.**

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**WHEREAS**, a Code of Ethics spells out ethical standards of conduct intended to foster public trust and promote confidence in the integrity of government by avoiding the appearance of self-interest, personal gain, or benefit; and

**WHEREAS**, a Code of Ethics establishes guidelines to insure that City elected officials or employees, and members of boards, trusts, committees and authorities (a) act impartially, responsibly and independently, (b) make decisions and policies through proper channels of City governmental structure, and (c) serve the public interest rather than some private interest; and

**WHEREAS**, by enacting a Code of Ethics, the City recognizes that certain responsibilities accompany public office or public position. These responsibilities address the need for City official or employees, and appointees to discharge their duties in the public interest, uphold the U.S. and State Constitutions, and carry out the laws of the nation, state, and municipality with impartiality and fairness and without regard to their private interests; and

**WHEREAS**, the Amended Charter of the City of Bartlesville requires the adoption of a written Code of Ethics within 60 days of the ratification of the Amended Charter; and

**WHEREAS**, the Bartlesville City Council expresses its gratitude to the city of Madison, Wisconsin and CityEthics.org for allowing literal and verbatim use of sections of the Madison Ethics Code Simplified and the Model Ethics Code, respectively, in the creation of the Bartlesville Code of Ethics.

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

It shall be incumbent upon all elected official or employees, and members of boards, trusts committees and authorities for the City of Bartlesville, referred to from here on as “official or employees,” to discharge their duties with strict adherence to the Bartlesville Code of Ethics as presented.

## **BARTLESVILLE CODE OF ETHICS**

### **1. Conflict of Interest.**

- a. An official or employee may not use his/her position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows, or has a reason to believe, may result in personal or financial benefit, not shared with a substantial segment of the city's population, for any of the following persons or entities (no group of government employees may be considered "a substantial segment" for the purposes of this provision):
  1. himself or herself;
  2. a member of his or her household, including a domestic partner and his or her dependents, or the employer or business of any of these people;
  3. a sibling or step-sibling, step-child, parent or step-parent, niece or nephew, uncle or aunt, or grandparent or grandchild of either himself or herself, or of his or her spouse or domestic partner;
  4. an outside employer or business of his or hers, or of his or her spouse or domestic partner;
  5. a customer or client;
  6. a person or entity from whom the official or employee has received an election campaign contribution of more than \$200 in the aggregate during the past election cycle (this amount includes contributions from a person's immediate family or business);
  7. a substantial debtor or creditor of his or hers, or of his or her spouse or domestic partner; or
  8. a nongovernmental civic group, union, social, charitable, or religious organization of which he or she (or his or her spouse or domestic partner) is an officer, director or board member.
- b. It is a violation of this code for an official or employee to, within two years of entering city employment or service, award a contract or participate in a matter benefiting a person or entity that formerly employed him or her.

### **2. Legislators Employed by City**

A member of the legislative body has a conflict of interest with respect to any labor contract to which he or she, or a member of his or her household, may be a party, and with respect to an appropriation to any city department or agency through which he or she, or a member of his or her household, is employed.

### **3. Recusal from Participation**

- a. An official or employee must refrain from acting on or discussing, formally or informally, a matter before the city, if acting on the matter, or failing to act on the matter, may personally or financially benefit any of the persons or entities listed in subsection 1 of this section.
- b. An official or employee must refrain from acting or discussing, formally or informally, a matter involving a person who appointed or recommended him or

her for that position, if he or she is aware of such appointment or recommendation.

- c. If a board or agency member is requested to recuse from participation in a matter, for the reason that he or she has a conflict of interest, by
  - 1. another member,
  - 2. a party to the current matter, or
  - 3. anyone else who may be affected by a decision relating to this matter, the member must decide whether to recuse him or herself.
- d. Recusal at a meeting requires the public announcement, on the record and to be reflected in the minutes, of the reason for recusal if the reason is set forth in this section. The recusal should be marked as a “recusal” in the minutes.
- e. Rule of Necessity: If and only if recusal would leave a board with less than a quorum capable of acting, members must disclose their conflicts on the public record to be reflected in the minutes, but they may then vote. If an official or employee is the only person authorized by law to act, the official or employee must disclose the nature and circumstances of the conflict.

**4. Gifts**

The Code states that no official or employee may solicit or accept (directly or indirectly) anything of value that could reasonably be expected to influence a vote, official or employee action, or judgment or be considered a reward for any official or employee action or inaction.

**5. Preferential Treatment**

An official or employee may not, directly or indirectly, in a positive or negative sense, treat anyone, including himself and his family, preferentially, that is, other than in a manner generally accorded to city residents.

**6. Confidential Information**

An official or employee, a former official or employee, a contractor or a consultant may not use confidential information, obtained formally or informally as part of his or her work for the city or due to his or her position with the city, to further his or her own or any other person or entity's personal or financial interests.

**7. Political Activities**

- a. An official or employee, or municipal candidate may not knowingly request, or authorize anyone else to request, that any subordinate or potential future subordinate participate in an election campaign or make a political contribution. Nor may he or she engage in any political activity while on duty for the city, with the use of city funds, supplies, vehicles, or facilities, or during any period of time during which he or she is normally expected to perform services for the city, for which compensation is paid.

(Note that this code does not restrict voluntary political contributions or political activity by any official or employee or employee.)

**8. Patronage**

No official or employee may promise an appointment or the use of his or her influence to obtain an appointment to any position as a reward for any political activity or contribution.

**9. Falsely Impugning Reputation**

An official or employee may not falsely impugn the reputation of a city resident. If an official or employee believes his or her accusation to be true, and then learns that it was false, even in part, he or she should apologize in the same forum the accusations were made. A failure to so apologize within a reasonable period of time after learning of the falseness of the accusations will create the presumption that the conduct was fully intentional.

**10. Honesty in Applications for Positions**

No person seeking to become an official or employee or consultant or contractor may make any false statement, submit any false document, or knowingly withhold information about wrongdoing in connection with employment by or service for the city.

**11. Whistle-Blower Protection.**

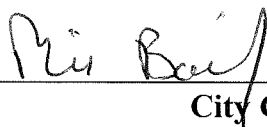
Neither the city nor any person, including official or employees, may take or threaten to take, directly or indirectly, official or employee or personal action, including but not limited to discharge, discipline, personal attack, harassment, intimidation, or change in job, salary, or responsibilities, against any official or employee, employee, or other person (or against any member of their family) because that person, or a person acting on his or her behalf, reports, verbally or in writing regarding an alleged violation of this code. The provisions of this section are not applicable when the complainant, witness, or reporter of a violation made accusations or other statements that were malicious and false. A violation of this section is a violation of this code.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 22 DAY OF FEBRUARY, 2011.



Mayor

Attest:



City Clerk





## APPENDIX C

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

**A RESOLUTION ESTABLISHING THE BEST PRACTICES OF THE BARTLESVILLE CITY COUNCIL.**

---

**WHEREAS**, it is necessary to ensure stability in the operations of the City of Bartlesville that the Council adopt best practices relating to the operations of the Council; and

**WHEREAS**, the City Council, among other things, wishes to ensure accountability and transparency for elected officials and staff.

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

**A. Elected Official Accountability:** The Council shall ensure Council accountability through:

- a. Attendance reporting to ensure other members and the public are aware of the attendance history of the elected officials.
- b. An annual training event with staff to review ethics, finances, and operations, and to address the expectations and goals of the City, including a self-assessment of the accomplishments and improvements needed by Council and management to achieve the goals of the City.
- c. The use of Council committees dealing with topics as the Council deems appropriate.
- d. The use of well-defined purchasing policies of the City to ensure management and staff are clear concerning the purchasing policies and expectations of the City.
- e. A “Code of Conduct” for Council that is reviewed annually by Council and readily available for Council reference. (See section below concerning ethics and meeting conduct.)

**B. Management and Staff Accountability:** The Council shall ensure management and staff accountability through:

- a. An annual evaluation and review of the City via the attached Stability Test.
- b. An annual strategic planning session with management to evaluate the expectations and goals of the City for the immediately preceding year, and to ensure that the expectations and goals of the City have been met and are clearly defined for both the Council and management in the coming year and years.
- c. Monthly financial and expenditure reports provided to Council on a timely basis.
- d. Direction to all City employees that a “whistleblower” policy exists for the City.
- e. Compliance with a well-defined purchasing policy of the City.
- f. An annual report of the departments of the City that outlines the activities of each department, including the risks, liabilities and any litigation involving the City.

Setting these minimal standards will ensure stability and continuity in operations.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE  
CITY OF BARTLESVILLE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

---

Dale Copeland, Mayor  
City of Bartlesville

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City Clerk  
City of Bartlesville

## APPENDIX D

*Rosenberg's Rules of Order:*  
Simple Parliamentary  
Procedures for the 21st Century





## MISSION:

*To restore and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.*

## VISION:

*To be recognized and respected as the leading advocate for the common interests of California cities.*



### About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes *Western City* magazine.

### About *Western City* Magazine

*Western City* is the League of California Cities' monthly magazine. *Western City* provides lively, interdisciplinary analyses of issues affecting local governance. Its goal is to offer immediately practical ideas, information and bigger-picture policy issues and trends. For more information, visit [www.westerncity.com](http://www.westerncity.com).

"Rosenberg's Rules of Order" first appeared in *Western City* magazine in August and September 2003.

### About the Author

Dave Rosenberg is an elected county supervisor representing the 4th District in Yolo County. He also serves as director of community and intergovernmental relations, director of operations, and senior advisor to the governor of California. He has served as a member and chair of numerous state and local boards, both appointed and elected, and also served on the Davis City Council for 12 years, including two terms as mayor. He has taught classes on parliamentary procedure and has served as parliamentarian for large and small governing bodies. In the fall of 2003, Gov. Davis appointed Rosenberg as a judge of the Yolo County Superior Court.

# Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

by Dave Rosenberg

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that hasn't always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules, *Robert's Rules of Order*, which are embodied in a small but complex book. Virtually no one I know has actually read this book cover to cover.

Worse yet, the book was written for another time and purpose. If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook. On the other hand, if you're running a meeting of a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order. Hence, the birth of "Rosenberg's Rules of Order."

This publication covers the rules of parliamentary procedure based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified and slimmed down for 21st century meetings, yet they retain the basic tenets of order to which we are accustomed.

"Rosenberg's Rules of Order" are supported by the following four principles:

**1. Rules should establish order.** The first purpose of the rules of parliamentary procedure is to establish a

framework for the orderly conduct of meetings.

**2. Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.

**3. Rules should be user-friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.

**4. Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

## The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct.

The chair should be well versed in those

rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does *not* mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

## The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, published agenda; informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the chair in the following basic format.

**First**, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

**Second**, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body,

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There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire to move on.

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a staff person, or a committee chair charged with providing information about the agenda item.

**Third**, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

**Fourth**, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

**Fifth**, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

**Sixth**, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

**Seventh**, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

**Eighth**, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

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## Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

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**Ninth**, the chair takes a vote. Simply asking for the “ayes” and then the “nays” is normally sufficient. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise or unless a super-majority is required (as delineated later in these rules), a simple majority determines whether the motion passes or is defeated.

**Tenth**, the chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days’ notice for all future meetings of this governing body.”

### Motions in General

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member’s desired approach with the words: “I move ...” A typical motion might be: “I move that we give 10 days’ notice in the future for all our meetings.”

The chair usually initiates the motion by:

1. Inviting the members to make a motion: “A motion at this time would be in order.”
2. Suggesting a motion to the members: “A motion would be in order that we give 10-days’ notice in the future for all our meetings.”
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

### The Three Basic Motions

Three motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”
2. **The motion to amend.** If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.



**3. The substitute motion.** If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would “move a substitute motion.” A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way.

A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it.

The decision as to whether a motion is really a motion to amend or a substitute motion is left to the chair. So that if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair's designation governs.

### When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the *first* vote should be on the *last* motion made. So, for example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows.

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passes*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) *failed*, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend.

If the substitute motion failed, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would now move to consider the main motion (the first motion) as *amended*. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

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## The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

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Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

### To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are *not* debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

**A motion to adjourn.** This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

**A motion to recess.** This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

### A motion to fix the time to adjourn.

This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

**A motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to

be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

**A motion to limit debate.** The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call for the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the

the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

**Motion to limit debate.** Whether a member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

**Motion to close nominations.** When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds vote to pass.

pend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

### The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted *in the majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted *in the minority* seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

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## If you are running the British Parliament, Robert's Rules of Order is a dandy and quite useful handbook.

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motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

### Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means

**Motion to object to the consideration of a question.** Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

**Motion to suspend the rules.** This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to sus-

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

### Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every

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It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus.

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lege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

**Order.** The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order

**Withdraw a motion.** During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

### Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

**Rule One:** Tell the public what the body will be doing.

**Rule Two:** Keep the public informed while the body is doing it.

**Rule Three:** When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy. ■

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Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

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speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

**Privilege.** The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privi-

lege relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

**Appeal.** If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

**Call for orders of the day.** This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

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## APPENDIX E

# ***CITY OF BARTLESVILLE***

## ***TRAVEL, MEALS AND, ENTERTAINMENT POLICY***

### **SECTION 1. PURPOSE**

The City of Bartlesville's policy on travel, entertainment, and meals is to be used to provide general guidance on appropriate and proper expenditures for these purposes to city officials, employees, and other individuals engaged in the official business of the City. Any person who makes such an expenditure with the expectation of receiving a reimbursement must follow these guidelines unless such deviation is previously approved by the City Manager.

### **SECTION 2. GENERAL PROVISIONS**

- A. Department Directors have primary responsibility for the employees under their direction and guidance complying with this policy and the related procedures. Department Directors may authorize expenditures for travel, entertainment, and meals when such expenditures are to be incurred in conducting the official business of the City. Official business includes, but is not limited to:
  - 1. meetings with persons who are conducting business with the City such as consultants and prospective employees;
  - 2. attendance at training sessions, conferences, or seminars for the purpose of enhancing an employee's knowledge, skills, or efficiency in the performance of their official duties; or
  - 3. any other purpose considered beneficial and in the best interest of the City.
- B. Other public officials, such as members of the City Council, members of official boards and committees of the City, or individuals who are otherwise assisting the City in an advisory capacity that has been expressly recognized by the City Council or the City Manager are entitled to reimbursement of expenses for travel, entertainment, and meals when such expenses are necessary and required in the discharge of their responsibilities.
- C. Reimbursement for travel, entertainment, and meals, unless expressly authorized by the City Council for its appointees or by the City Manager for all other employees of the City, shall be made only for the official representative of the City. Expenses for spouses, other guests, or anyone not directly involved in the business of the City are not reimbursable.
- D. All reimbursements made shall be in strict compliance with the policies, procedures, and guidelines established in this policy.
- E. Expenses for travel will be charged to the department of the employee or the department benefiting from the travel. If expenses are for a person other than an employee of the City, the City Council or City Manager shall designate where the expense shall be charged prior to incurring expenses for which reimbursement is expected.

### **SECTION 3. ADMINISTRATION**

- A. Upon return from authorized travel or completion of an event for which expenses are reimbursable, the employee or city representative shall, within five (5) working days, submit a Travel Expense Report summarizing all expenses for which reimbursement is sought. All expenses submitted shall be supported by an itemized receipt or affidavit of expense (credit card slips showing only totals are not sufficient in most cases). Affidavits shall be accepted only for minor expenses such as cab fares and tips to service providers. Expenses for hotels, meals, and transportation must be supported by an itemized receipt from the provider which identify exactly what was purchased. Failure to provide adequate documentation will result in the expenditure being disqualified for reimbursement.
- B. Travel Expense Reports must be signed by the employee or person seeking reimbursement for expenses. Department directors shall review statements submitted by employees under their supervision prior to submitting them to Accounts Payable for reimbursement. All others shall submit travel statements to the City Manager for his review prior to their submittal to Accounts Payable. All statements submitted to Accounts Payable are subject to further review by accounting employees for accuracy and compliance with this travel policy.

### **SECTION 4. TRAVEL FUNDS ADVANCE**

- A. City employees may request and receive advance funds from the Accounting and Finance Department by timely submitting a completed Cash Advance Agreement. These funds may be disbursed on the last work day prior to the travel. The traveler is responsible for making a request for advance funds in sufficient time to process the request. The traveler should coordinate with Accounts Payable to ensure timely processing.
- B. Employees receiving an advance on travel expenses are responsible for the advanced funds and must make a full accounting for these funds within five (5) working days of returning to work. Any employee who fails to make such accounting shall have the full amount of the advance withheld from his/her next paycheck.

### **SECTION 5. REIMBURSEMENT STANDARDS**

- A. All travel should be accomplished at the lowest possible cost to the City. Travelers should consider all aspects of travel when determining the least cost method. For example, traveling by auto may seem less expensive than by air but if the distance is substantial, additional meal and housing costs will be incurred.
- B. Air travel will be reimbursed based on the lowest available coach fare. Unless the trip is unanticipated, tickets should be purchased at least twenty one (21) days in advance to obtain the lowest available fare. When possible, purchase tickets from on-line services or directly from the airlines websites. (Travel agents now charge a fee in addition to the ticket prices.)
- C. When traveling by air, it is usually most economical to use shuttles, busses, or taxis for local transportation near the destination; however in certain circumstances a rental car may be needed. Rental cars should be reserved as early as possible to assure availability and low cost. The City will reimburse for compact or mid-size vehicles or the lowest cost available.

- D. Department Directors may authorize the use of a City-owned vehicle for travel if such a vehicle is available and deemed roadworthy for travel. Conoco-Phillips credit cards are available for fuel purchases in City-owned vehicles. Also, Pike Passes are available for use in City vehicles. These may be checked out at the cashiers' area.
- E. Personal vehicles may be used for travel on City business if no City owned vehicle is available. Some limitations may apply. The City will reimburse up to the Federal allowable mileage rate. When weighing the option of flying or driving a personal vehicle, the maximum reimbursable amount is the amount of the airfare plus twenty dollars (\$20.00) per day (in lieu of cab fare) for each day at the destination. Conoco-Phillips credit cards are not available for use with personal vehicles; however a Pike Pass may still be obtained.
- F. Housing – Travelers may use accommodations suggested by conferences or seminars when attending such events. Other travel accommodations should be sought at moderately priced hotels. Accommodations at luxury or resort hotels should be avoided, however if necessary, these accommodations must be approved by the City Manager prior to making a reservation. Reimbursement WILL NOT be made for any prohibited expenditures charged to the room such as: movie rentals or items excluded in section G or H below.
- G. Meals shall be reimbursed at actual cost plus not more than 15% tip. Meals are limited to the IRS per diem rates for Meals and Incidental Expenses (MI&E) for the destination. The per diem amount includes tax and tips and represents the total cost of the meal. All travelers must obtain a current per diem sheet for their destination from Accounts Payable prior to departure. Each meal is limited to the following amount of the total per diem: 20% for breakfast, 30% for lunch, and 50% for dinner (examples included below).

The cost of an official banquet or dinner is not limited by the daily meal allowance; however the daily allowance is adjusted by the percentage associated with that meal. Reimbursement WILL NOT be made for snack foods or refreshments not associated with a meal. If a traveler purchases food to prepare his/her own meals, the purchases may not exceed the daily allowance stated above either in full or as adjusted by the meals substituted for. Reimbursement WILL NOT be made for any of the following, regardless of whether it is substituted for a meal: candy, cookies, popcorn, alcoholic beverages, or chewing gum.

**Example:** An employee is traveling to OKC. The IRS per diem rate for this destination is \$49. The employee arrives on Monday at 4:00 P.M. and departs Thursday at 10:00 A.M. The employee also takes part in an official banquet Tuesday night for dinner. The allowable amounts for meals are as follows (daily totals are bolded):

Monday: Dinner only =  $\$49 \times 50\% = \mathbf{\$24.50}$

Tuesday: Breakfast =  $\$49 \times 20\% = \$9.80$   
 Lunch =  $\$49 \times 30\% = \$14.70$   
 Dinner = Banquet (NA)  
 Total =  $\$9.80 + \$14.70 = \mathbf{\$24.50}$

Wednesday All meals = **\$49**

Thursday Breakfast =  $\$49 \times 20\% = \mathbf{\$9.80}$



H. The following items are not reimbursable: Laundry (unless the trip exceeds 7 days), prescription or over-the-counter medicines, toiletries, clothing, equipment of any kind (unless required for the performance of official functions), car repairs except on City vehicles, travel insurance, traffic or parking tickets, entertainment expenses (except as specifically provided for in Section 6 below), overnight lodging unless more than fifty miles away from Bartlesville or unless expressly authorized by the appropriate authority, cellular phone calls made on a personal cellular device, and non-business long distance phone calls (except each traveler is permitted one call not to exceed 20 minutes per day to their home).


## **SECTION 6. ENTERTAINMENT**

Incurrence of entertainment expenses should be an infrequent event; however under certain circumstances they are justified. Members of the City Council, the City Manager, and Department Directors are permitted to incur entertainment expenses when a determination is made that the City will benefit from such an activity. In this context, entertainment expense is limited to purchasing a meal or meals, token gifts and mementos of the City of Bartlesville and providing limited local transportation for individuals who are providing counsel, advice, or assistance to the City of Bartlesville or who are engaged as paid consultants by the City of Bartlesville. The City will not reimburse for any tickets to events, gifts other than tokens and mementos of the City of Bartlesville, or any item of significant value as an entertainment expense.

## **SECTION 7. CONCLUSION**

The foregoing policies are provided to assist travelers in conducting their business in a manner acceptable to the City of Bartlesville. Deviations from this policy by employees must be approved by the City Manager and Department Director PRIOR TO OCCURRENCE to avoid personal responsibility by the traveler.

Approved:



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Ed Gordon, City Manager

December 31, 2016

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Date

## APPENDIX F

## **SAFETY TIPS FOR CITY COUNCILMEMBERS**

When meeting with the public:

- Try to meet during the day and in a public place (conference rooms at City Hall are almost always available for your use)
- If you must meet in private, ensure someone knows where you are going, who you are meeting, when you will return, and if possible, bring someone with you
- Be prepared with an excuse to leave if the situation becomes threatening
- In a threatening situation, choose flight over fight if at all possible

Dealing with phone and email from strangers:

- Remember that much of your contact info is public, so you are a target for scams
- People are not always who they say they are, and caller ID/email addresses can be spoofed
- Oklahoma is a single party consent state, so it is perfectly legal for one party to record the other
  - Always assume that your conversation is being recorded
  - If you are recorded, the person with the recording will only release the soundbites that support their position

If you are threatened or feel that you are being subjected to blackmail, coercion, extortion, etc., notify the City Manager and Police Chief immediately.

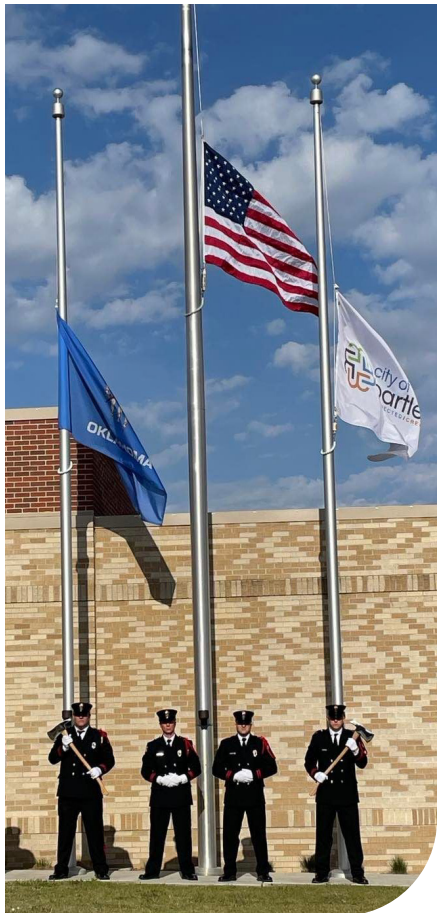
## APPENDIX G





# bartlesvilleNEXT

A Leading Community by Choice





**OUR  
VISION**  
A Leading  
Community  
by Choice

**OUR  
MISSION**  
Through collaboration,  
we strive to provide  
exceptional public  
services and enhance  
the distinctive character  
of our community.

## OUR VALUES



### INTEGRITY

Do the right thing; the rest will follow. We hold ourselves to the highest level of honesty, truthfulness and ethical conduct.



### TEAMWORK

We collaborate on common goals for the greater good of our community.



### COMMUNITY

We are both responsive and proactive in our efforts to help Bartlesville realize our potential.



### COMMUNICATION

We share information and ideas in a clear, open and timely manner.



### SERVICE

We are dedicated to providing effective and timely customer service with courtesy and respect in a fiscally sound manner.



### INNOVATIVE

Ours is a “do things differently, do different things” mindset in our approach as community builders.

STRATEGIC PRIORITIES	KEY OBJECTIVES
<b>FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE</b>	Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.
	Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward based evaluation process, and furthering integration of IT systems into our operating departments.
	Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.
	Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.
<b>EFFECTIVE INFRASTRUCTURE NETWORK</b>	Develop Asset Management Program for infrastructure.
	Improve road conditions as captured by Pavement Condition Index (PCI).
<b>ECONOMIC VITALITY</b>	Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.
	Collaborate with economic development partners and experts to optimize development.
	Develop and implement strategies to retain and attract young professionals and families to Bartlesville.
<b>COMMUNITY CHARACTER</b>	Explore opportunities to embrace the unique cultures of our community.
	Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.
	Ensure and maintain clean, bright, vibrant community spaces.
<b>EMERGING ISSUES</b>	Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address (in order of priority) Child Care, Housing, Homelessness and Others to be Determined.

# **BARTLESVILLE NEXT GOALS**

## **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 to lead) – 6 months
2. Within six months of adoption of Strategic plan, investigate potential vacation buyback program. (HR to lead) – 6 months
3. Implement a job swap program for employees. (HR to lead) – 6 months
4. Hold employee appreciation luncheons twice yearly. (HR to lead) – Beginning in Fiscal Year 23-24.
5. Investigate ways to implement a flex-hours or work from home program for applicable employees. (HR to lead) – 12 months

**Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process, and furthering integration of IT systems into our operating departments.**

1. Develop a committee to research best practices and accreditation programs. (Administration to lead) – 6 months from adoption of plan
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 to lead) – July 1, 2023
3. Re-evaluate 311 and Enterprise Asset Management (E.A.M.) to determine how we can integrate these systems into our operating departments. (IT to lead) – 1 year from adoption of plan.
4. Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities. (Communications to lead) – 18 months from adoption of plan

**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. (Administration to lead) – 1 year from adoption of plan
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. (Administration to lead) – 1 year from adoption of plan



3. Create and distribute survey for employees to rate their department and the City as an overall employer by July 1, 2023. (HR to lead) – July 1, 2023
4. Develop feedback cards for golf course, library and other City services as appropriate. (Administration to lead) – 6 months
5. Continue to enhance, improve, and promote City Beat and grow subscription base by 10%. (Communications to lead) – 1 year

**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 to lead) – 6 months
  - 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 to lead) – 6 months
  - 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 to lead) – 6 months
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 to lead) – Fiscal year 2025 budget
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. (Administration to lead) – 1 year

**EFFECTIVE INFRASTRUCTURE NETWORK**

**Develop Asset Management Program for infrastructure.**

1. The intent of the asset management program is to compile age, material, condition, and service life of the City's infrastructure (facilities, airport, streets, storm drain, wastewater, water, signals, signs, etc.) into ESRI's GIS software to aide in planning improvement priority and capital needs. (Engineering to lead)
  - a. Staff will determine what items need to be tracked, what data exists, and what data needs to be collected. – 6 months
  - b. Select consultant to collect and populate data into ESRI.
    - i. Facilities, streets, storm drains, wastewater and water – 1 year from completion of first step
    - ii. Signs and signals – 2 years from completion of first steps

### **Improve road conditions as captured by Pavement Condition Index (PCI).**

1. Improve road conditions as captured by Pavement Condition Index (PCI). (Engineering to lead)
  - a. Complete PCI update currently under contract – 6 months.
  - 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.

### **ECONOMIC VITALITY**

#### **Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.**

1. Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.). (Community Development to lead)
  - a. Staff will develop an RFP to select a consultant. – May 31, 2023
  - b. Present recommendations to the Council – May 31, 2024
2. Update zoning, subdivision, and other ordinances and codes which regulate private development and land use following the updated comprehensive land use plan. (Community Development to lead) – 1 year after completion of previous step

#### **Collaborate with economic development partners and experts to optimize development.**

1. Identify economic development partners and assign City employee to act as economic development liaison. Liaison shall act as conduit between economic development partners, developer, and City departments. (Administration will lead) – June 30, 2023
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 (Liaison identified in step 1 to lead) – November 31, 2023
3. Ongoing coordination between liaison and economic development partners

#### **Develop and implement strategies to retain and attract young professionals and families to Bartlesville.**

1. Identify community partners who employ and recruit young professionals. (Administration to lead) – August 31, 2023
2. Engage with community partners to learn how the City can attract young professionals and families (Administration to lead) – December 31, 2023
3. Examine ways to make the community more enticing for businesses and restaurants that attract young professionals and families (Administration to lead) – by December 31, 2023

4. Work closely with BDA and Visit Bartlesville to promote their efforts and accomplishments (Administration to lead) – December 31, 2023

## **COMMUNITY CHARACTER**

### **Explore opportunities to embrace the unique cultures of our community.**

1. Coordinate a multi-cultural group to highlight the diverse cultures in our community. (Library is lead) – 9 months
  - 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 is lead) – 1 year

### **Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.**

1. As part of the update to the City's comprehensive and other plans identified in Economic Vitality, update the Parks Masterplan to ensure that lifestyle options and parks and recreation systems are meeting the needs of the public.
2. Create a Trails/Multi-modal plan that incorporates existing assets and plans such as bicycle plan.
  - a. Review, evaluate, and update the Bicycle Plan – (Street and Traffic Committee/Community Development is lead) – 1 year

### **Ensure and maintain clean, bright, vibrant community spaces.**

1. Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc. (Public Works/PD is the lead)
  - a. Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors – 1 year
  - b. Police to respond to all calls at public restrooms generated by new systems
    - i. Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.
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. (Community Development/Public Works is the lead)
  - a. Staff to list and prioritize possible programs.
  - b. Adopt formal policy for selected program(s). – 8 months
  - c. Advertise, promote, operate, and publicly report on the success of this program.
3. Establish Neighborhood Watch and Sentinel Program (PD is lead) – 6 months

4. Finalize implementation of and launch Software 311 and City App (Community Development is lead) – 1 year
5. Create a list of minimum maintenance intervals for our parks and rights-of-way. (Public Works is lead) – 2 months

## **EMERGING ISSUES**

**Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others to be Determined.**

1. Child Care: (Administration to lead) – 12 months
  - a. Collaborate with local groups to help find solutions to the local child care shortage.
  - b. Help advocate for reform of child care regulations that act as barriers to new facilities.
2. Housing: (Community Development to lead) – 12 months
  - a. Evaluate local housing supply and demand to determine gaps in local housing stock by price level.
3. Homelessness: (Police to lead) – 12 months
  - a. Collaborate with local groups seeking to reduce homelessness including “United Way” and “B the Light”.
  - b. Review existing laws and enforcement policies and retrain police officers to better handle crimes committed by the homeless.
  - c. Utilize the mental health team data from PD to understand homeless more, how many homeless are in Bartlesville and how they got here.