



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

**REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL  
Monday, February 5, 2024  
at 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 provided by Pastor Joe Colaw, First Wesleyan Church.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
- 6. Authorities, Boards, Commissions and Committee Openings**
  - One opening on the Bartlesville Area History Museum Trust Authority
  - One opening on the Sewer System Improvement Oversight Committee
- 7. Consent Docket**
  - a. Approval of Minutes**
    - i. The Regular Meeting Minutes of January 2, 2024.
    - ii. The Special Meeting Minutes of January 22, 2024.
  - b. Approval or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
    - i. Appointment of Ms. Joanie Elmore to fill an unexpired term on the White Rose Cemetery Board at the recommendation of Mayor Copeland.
    - ii. Appointment of Mr. William Ellis to a three-year term on the Ambulance Commission at the recommendation of Mayor Copeland.
    - iii. Reappointment of Mr. Martin Patzkowski to an additional two-year term on the Bartlesville Public Library Board at the recommendation of Mayor Copeland.
    - iv. Reappointment of Ms. Kathryn Franz to an additional two-year term on the Bartlesville Public Library Board at the recommendation of Mayor Copeland.
    - v. Reappointment of Mr. Kyle Ppool to an additional three-year term on the Adams Municipal Golf Course Operating Committee at the recommendation of Councilmember Dorsey.
    - vi. Appointment of Mr. Shawn Barker to fill an unexpired term on the Adams Municipal Golf Course Operating Committee at the recommendation of Councilmember Dorsey.
  - c. Approval of Agreements, Contracts, Engagement Letters, Change Forms, and Memorandums of Understanding.**
    - i. An Inter-Local Agreement between the Board of County Commissioners of Washington County, on behalf of the Washington County Sheriff, and the Bartlesville Police Department regarding the joint use of the firearm range.

- ii. Third amendment to a Letter Agreement between ConocoPhillips and the City of Bartlesville for ConocoPhillips' use of the vacant City-owned parking lot extending said agreement to February 6, 2030.
- iii. Contract with BTC Broadband with Bartlesville Public Library/City of Bartlesville for internet service for the Library.
- iv. Professional service contract with S2 Engineering for the Kaw Lake Water Supply Study.
- v. Professional service contract with HBK Engineering for Phase 1 of the Lead Service Line Inventory.
- vi. Professional service contract with Murray GeoConsulting LLC, for Monitoring and Reporting of Constituents of Emerging Concern (CEC) for the Wastewater Treatment Plant Indirect Potable Reuse pilot plant study.
- vii. Professional service contract with Eurofins and potentially other laboratory services to test for Constituents of Emerging Concern (CEC) for the Wastewater Treatment Plant Indirect Potable Reuse pilot plant study.
- viii. Agreement update between the City of Bartlesville and the Local Government Testing Consortium which is a group that provides Federal Department of Transportation and Non-Department of Transportation drug and alcohol testing for municipalities.
- ix. Contract between the Adams Golf Course/City of Bartlesville and Artesian Bottleless Water for a water dispenser at Adams Golf Course.
- x. Advisory Fee Change Form between the City of Bartlesville and Arvest Wealthy Management.
- xi. Contract for Collection Services between the City of Bartlesville and Perdue, Brandon, Fielder, Collins & Mott, L.L.P. for the collection of delinquent court fees and fines, delinquent utility accounts and other receivables due to the City.
- xii. Professional Service Contract Amendment with Guy Engineering Services, Inc. for design services on the Tuxedo Boulevard Bridges over the Caney River and overflow/pond Rehabilitation and Repair Project.
- xiii. Task Order No. 2 to the Master Services Agreement with Parkhill, Smith and Cooper for Airport Consulting Services.

**d. Approval of Resolutions**

- i. Amending the budget of the City of Bartlesville for Fiscal Year 2023-24 appropriating Private Donations from multiple agencies for the Police Department.

**e. Approval of Supplemental Easement and Right of Way Deeds**

- i. Supplemental Easement and Right of Way Deeds on two (2) City-owned properties to Public Service Company of Oklahoma (PSO) for the Comanche-Blake Transmission Line Rebuild Project.

**f. Approval of OMAG Board of Trustees Nomination**

- i. Nomination approval of Mr. Michael Bailey, City Manager of the City of Bartlesville to serve a three-year term on the Board of Trustees of the Oklahoma Municipal Assurance Group.

**g. Receipt of Financials**

- i. Interim Financials for six months ending December 31, 2023.

**8. Discuss and take possible action to award Bid No. 2023-2024-012 for the Veterans Memorial Project. Presented by Councilmember Roane.**

**9. Public hearing, consideration, and possible action on a request for approval of a new PUD (Planned Unit Development) and Site Development Plan on an 8,400-square-foot property zoned RS-7 (Single Family Residential)/PUD, located north of the northwest corner of Oak**

**Park Road and Palmetto Drive, from Arcadian Housing LLC. Presented by Larry R. Curtis, Director, Community Development Department.**

- 10. Discuss and take possible action on an application and agreement between the City of Bartlesville and Bartlesville Area Habitat for Humanity, Inc. to forgive liens in the amount of \$14,627.44 plus special assessments and fees on property located at 1414 SE Dewey Avenue. Presented by Larry R. Curtis, Director, Community Development Department.**
- 11. 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. Presented by Larry R. Curtis, Director, Community Development Department.**
- 12. Discuss and take possible action to nominate and approve a City Councilmember to serve on the Keep Bartlesville Beautiful (KBB) Committee. Presented by Larry R. Curtis, Director, Community Development Department.**
- 13. Consider and take action on an appeal by Jay A. Mitchell, II of the Hearing Examiner's Administrative Order and Declaration of a Public Nuisance, specifically violations of property maintenance code at 415 SE Frank Phillips Blvd., legally described as Lot 1 and the North Half of Lot 2, Block 32, Original Town, Now City of Bartlesville, Washington County, Oklahoma (Code Enforcement Case Number PM-ES-0823-0148). Presented by Larry R. Curtis, Director, Community Development Department.**
- 14. New Business.**
- 15. City Manager and Staff Reports.**
- 16. City Council Comments and Inquiries.**
- 17. Adjournment.**

**The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Thursday, February 1, 2024.**

*Jason Muninger*

**Jason Muninger, City Clerk/CFO**

*/s/ Elaine Banes*

**by Elaine Banes, Deputy City Clerk**

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

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

**Sparklight: Channel 56**

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



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

**MINUTES OF THE  
REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL  
Tuesday, January 2, 2024  
at 5:30 p.m.**

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

## **MINUTES**

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

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

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Tracy Roles, Assistant City Manager; Jason Muninger, City Clerk/CFO; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Kelli Williams, Chief Communications Officer; Matt McCollough, IT Director; Larry Curtis, Director of Community Development; Kelsey Walker, Communication & Marketing Manager; Police Chief Kevin Ickleberry; Deputy Fire Chief Jerry Berry; Captain Andrew Ward, Captain Troy Newell; Captain Daniel Elkins, Officer Sierra Compton; Lieutenant Chris Neal, Sergeant Steve Johnson and Captain Chris Buchanan Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Copeland at 5:30 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. The Invocation was provided by Father John O'Neill, Pastor, St. John Catholic Church.**
- 4. Citizens to be heard.**

John Hensley provided comments regarding the proposed Charter changes and the changes to the Citizens to Be Heard policy. He suggested to allow more time for comments, and that public comments were listed too early in the meeting agenda. He suggested allowing comments for any agenda item at the time the item comes up for discussion and/or action. He also was not in favor of moving the election for City Council to April due to a lower voter turnout nor was he in favor of changing terms from two years to three years.

- 5. City Council Announcements and Proclamations.**
  - Presentation of a Life-Saving Commendation to Lieutenant Chris Neal, Sergeant Steve Johnson and Captain Chris Buchanan. Presented by Police Chief Kevin Ickleberry and Deputy Fire Chief Jerry Berry.
  - Presentation of Grand Mental Health Officer of the Year Award to Police Officer Sierra Compton. Presented by Jim Warring, Rachael Showler and Cori Bryson from Grand Mental Health with Police Chief Kevin Ickleberry.

## **6. Authorities, Boards, Commissions and Committee Openings**

- One opening on the Ambulance Commission
- One opening on the Sewer System Improvement Oversight Committee
- One opening on the White Rose Cemetery 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 December 4, 2023.

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

- i. Ratification of the appointment of Mr. Tracy Roles, City Manager's Designee/Ex Officio Trustee; Mr. George Halkiades at the recommendation of Bartlesville Redevelopment Trust Authority, Mr. Jared Patton at the recommendation of the Bartlesville Development Authority, and Ms. Donna Keffer at the recommendation of Bartlesville Convention and Visitor's Bureau (Visitor's, Inc.) to the Bartlesville Film Authority.
- ii. Reappointment of Mr. Fletcher Daniels to an additional three-year term on the Sewer System Improvement Oversight Committee at the recommendation of Councilmember Dorsey.
- iii. Reappointment of Ms. Mary Dill and Ms. Dee Ann Willman to additional three-year terms on the Bartlesville Area History Museum Trust Authority at the recommendation of Councilmember Roane.

### **c. Approval of Agreements, Contracts, Engagement Letters, Memorandums of Understanding, and Items to be Tabled.**

- i. Airport Hangar Lease Agreement of T-Hangar Unit 109 between the City of Bartlesville/Bartlesville Municipal Airport and David Day in the amount of \$203 monthly.
- ii. Professional Service Contract with Native Strategies, LLC for the Madison Boulevard Reconstruction project design.
- iii. Approval of contract amendment #2 to the professional service agreement with Tetra Tech, Inc. for engineering services for the Wastewater Treatment Plant Expansion and the Limestone to Chickasaw Transport Corridor Improvements.
- iv. Approval of a contract with B-Town Construction to install flow meters at the Golf Course, Maple and Virginia lift stations.
- v. Approval of a request to the Oklahoma Water Resources Board to allocate the American Rescue Plan Act (ARPA) grant to the engineering/pre-construction portion of the Chickasaw Wastewater Treatment Plant Expansion project
- vi. Interlocal Agreement between the Board of County Commissioners of Washington County, Oklahoma and the City of Bartlesville to complete a road bore under Bison Road to advance the sewer installation at the intersection of Bison Road and Highway 60.

vii. Table action on a request to update Sidewalk Ordinance No. 3555 until February 5, 2024 and the continuation of the moratorium on the existing Sidewalk Ordinance.

**d. Approval of Resolutions**

- i. Amending the budget of the City of Bartlesville for fiscal year 2023-24 appropriating donation funds from Patriot Auto Group in the Restricted Revenue fund.
- ii. Amending the budget of the City of Bartlesville for fiscal year 2023-24 appropriating 2023 General Obligation Bond proceeds.

**e. Receipt of Financials**

- i. Interim Financials for five months ending November 30, 2023.

**f. Receipt of Bids**

- i. Bid No. 2023-2024-012 Veterans Memorial

Mayor Copeland read the consent docket in its entirety. Vice Mayor Curd pulled Item 7.a.i. for further discussion.

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

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

Item pulled for discussion:

**7.a. Approval of Minutes**

- i. The Regular Meeting Minutes of December 4, 2023.

Vice Mayor Curd stated that he had asked for his comments regarding City Charter, Article 4 to be added to the November 20, 2023 minutes. His requested comments were also included in detail to the minutes of December 4, 2023. He stated that he approved of what had been included in both sets of minutes.

Vice Mayor Curd moved to approve the Items 7.a.i. as presented, seconded by Mr. Dorsey..

Mayor Copeland commented for the public that minutes are not a transcript of proceedings and explained the difference.

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

**8. A public hearing and possible action on requests for approval of a PUD (Planned Unit Development) and SDP (Site Development Plan) on a 7,000-sq-ft lot zoned RM-.75 (Residential Multi-Family), located at 730 S. Shawnee Ave. and 608 E. 8<sup>th</sup> Street, from**

**Jeremy James on behalf of Logos Properties LLC and Ascension Rentals LLC.  
Presented by Larry Curtis, Director of Community Development.**

Mr. Curtis reported Jeremy James on behalf of Logos Properties LLC and Ascension Rentals LLC requested approval of a PUD (Planned Unit Development) and Site Development Plan on an approximately 7,000-square-foot lot platted as Lot 9, Block 4 of Guthrie's Addition, and zoned RM-.75 (Residential Multi-family). The property currently has one single-family detached structure and one two-family structure. Parking for both structures is provided by a 46- by 20-foot wide drive located on the south end of the property off of SE 8th Street within the public right of way. The property is currently owned by two separate entities and each would like to officially split the lot to reflect this ownership. The proposal is to create one 4,682 square-foot lot for the single-family home, and one 2,322 square-foot lot for the two-family structure. With this PUD and Site Development Plan, the applicants are requesting to modify the minimum lot area, lot width, and setbacks required by the RM-.75 district to allow the official division of the lot. Additionally, both structures currently receive sewer service from a single tap on the 8-inch sewer line in the alley to the east. The proposed western lot will be cut-off from accessing this sewer main if the lots are approved to be split. There are no other sewer lines available to serve the single-family structure in the vicinity. Mr. Curtis continued stating that staff is recommending that a condition of approval of this PUD and Site Development Plan be that each proposed lot have independent sewer service which can be accomplished by installing a service line within an easement on the property to the north or within the right-of-way to the south. Both lots must have separate sewer taps serving them independently. In their regular meeting held December 19, 2023, the Planning Commission recommended approval of PUD-1123-0033/34 per staff recommendation. Staff recommended approval subject to independent water and sewer service being formally established for each proposed lot. No one signed up to speak during the public hearing on this item. These requests were followed by lot split request LS-1123-0004 to split the property as proposed by the PUD and Site Development Plan. Planning Commission approved this request subject to City Council approval. The City Planning Commission recommended approval of the requests by a vote of 5-0, subject to the following conditions: 1) Independent water and sewer service must be formally established for each proposed lot. Mr. Curtis concluded that staff has found that independent water service has been established for both proposed lots, therefore this portion of the condition has been resolved.

Mayor Copeland opened the public hearing at 5:59 p.m. There being no one appear to speak, the Mayor closed the public hearing at 6:00 p.m.

Mr. Roszel moved to approve the PUD (Planned Unit Development) and SDP (Site Development Plan) on a 7,000-sq-ft lot zoned RM-.75 (Residential Multi-Family), located at 730 S. Shawnee Ave. and 608 E. 8<sup>th</sup> Street as presented, seconded by Mr. Dorsey.

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

- 9. Discuss and take possible action on a recommendation by the Bartlesville Development Authority to appropriate up to \$1,500,000 from the Economic Development Fund (EDF) for job creation incentive up to a maximum of 100 new**

**fulltime LEC employees at \$15,000 per new FTE over 36 months, and allocating up \$1,000,000 for the Resident Recruitment employee relocation incentive for up to 100 new residents associated with LEC's expansion over 36 months, contingent upon LEC closing on the purchase of the former Siemens industrial complex at 406 US Highway 60. Presented by Chris Batchelder, Vice President, Business Development, Bartlesville Development Authority.**

Mr. Batchelder provided history on the purchase of the former Siemens building which the BDA purchased in September 2020. He added that the purchase protected the use of the facility as well as provide space for Apple Studios during the production of "Killers of the Flower Moon". That production brought in 58,000 hotel room nights to Bartlesville with the whole production over several months was quite a boon to Bartlesville's economy. He reported that Lincoln Electric Products, based in Union City, New Jersey is expanding operations by adding a second location in Bartlesville, OK. After several meetings and site searches, it is their plan to purchase the former Siemen's building and hire 100 employees over the next 36 months. Mr. Batchelder took a moment to report that there is a very real migration of citizens moving into the center of the country, and whether it is for pollical or financial reasons, Oklahoma and Bartlesville has become a very attractive place to live. One reason Bartlesville stands out in this migration is the standardized incentive program that the BDA and City has in place to motivate companies to locate here and residents to live here. He stated his appreciation to the officials who approved the incentive program. He added that typically there are three or four requests weekly, but now the BDA is receiving six or more requests for the incentive applications a week. He provided information about Lincoln Electric and the products they make adding that it is a "true" expansion into Oklahoma which will double the size of their company. The BDA approved the sale of the bldg. for 2.5 million dollars to Lincoln Electric. The request for Council approval tonight is for allocation of funds from the Economic Development Fund related to job creation and resident recruitment of \$15,000 per full time employees and setting aside 1 million dollars for resident recruitment.

Discussion covered how the \$1m set-aside is the maximum that can be offered to a business; how the amount was increased from \$10,000 to \$15,000 about three-years ago; how this is the standard incentive, is the same for everyone and is upfront information; how the successful results of the incentives increase the tax base of Bartlesville; how the jobs are also available to local citizens; how this will keep the activity level high along highway 60 which is a much used highway with good expansion; and confirming the relocation incentives are available with no prohibition even though the facility is not in the City's limits. Additional discussion covered the residential incentive; how this is the second largest incentive package after the Walmart incentive; the financial impact to the BDA; Mr. Wood's report on a study conducted over the BDA financials and the impact of this new package will have on the budget; how the City is the beneficiary of everything the BDA does; how if there is a cash shortfall, the BDA can and will cover it; how the balance of the fund is high now because there has not been a lot of high dollar deals over the past three years, and also due to the success of other BDA packages such as ABB and Silver Lake Village businesses.

Vice Mayor Curd moved to approve appropriating up to \$1,500,000 from the Economic Development Fund (EDF) for job creation incentive up to a maximum of 100 new fulltime LEC employees at \$15,000 per new FTE over 36 months, and allocating up \$1,000,000 for the Resident Recruitment employee relocation incentive for up to 100 new residents associated with LEC's expansion over 36 months, contingent upon LEC closing on the



purchase of the former Siemens industrial complex at 406 US Highway 60 as presented, seconded by Mr. Dorsey.

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

**10. Discuss and approve language related to proposed Charter changes. Presented by Mike Bailey, City Manager.**

Mr. Bailey began by clarifying that the citizens to be heard or public comment changes that have been previously proposed to Council are not a part of Charter Amendments. He stated that the current policy is more restrictive than the one being proposed allowing more opportunity for public comment. Returning to the Charter proposals, Mr. Bailey provided a timeline of action one of which is to call the election by February. The language presented at this meeting may change somewhat from what will be presented in February since he and the attorney, David Weatherford, who was hired to assist will continue to review and tweak the document. He then reviewed the proposed changes to Articles 2, 3, 4 and 16 and the reasons behind them. Changes made from previous discussions included increasing the days allowed to gather recall signatures from 90 days to 180 days, and to strike the language that elections and campaigns are to be held on a non-partisan basis. Both changes were made due to previous Council discussion. Candidates will continue to remain non-partisan upon filing. He also pointed out an error in the red-line draft regarding Section 2, Article 2 that initial terms for Ward 4 and 5 which he clarified would be for three years.

Discussion covered Mr. Roszel's requested clarification regarding Article 16. Mr. Bailey stated that all contracts will continue to be reviewed by the City Attorney; that any contract that exceeds \$25,000 will have to come before the City Council; and how he feels that the controls are clearer in the proposed language. Mr. Bailey added that contracts have been brought before the Council for the Mayor's signature although the current Charter does not specify that process, only that the Mayor and City Clerk must be the signors. The Mayor commented that he is in favor of the change to Article 16.

Mr. Bailey confirmed to Mr. Roszel that the Council would need to call for the April election at the February 4, 2024 Council meeting.

Discussion regarding Article 4 included how Vice Mayor Curd felt 90 days was sufficient to obtain signatures for a recall petition, especially in a smaller city such as Bartlesville; how Mr. Roszel does not want to limit citizen's rights and would only compromise at 180 days; how the initial staff proposal was 90 days but was increased to 180 days after previous Council discussion; how the Mayor feels a boundary or limit is not unreasonable; and how he feels 90 days is sufficient but 180 is agreeable. Mr. Roszel asked when the 180 day clock would start. Mr. Bailey stated that had not been discussed but presumed it would begin once the petition is filed with the City Clerk, and that only signatures that signed the petition within 180 days of the date of submitting it to the City Clerk would be qualified.

Discussion on Articles 2 and 3 covered how moving the election from November to April would help candidates with their campaigns, as well as having more informed voters at the polls; how the State is even recognizing the value of moving local elections away from the

National elections; and how the Mayor and Mr. Bailey met with the chairman of the previous Charter Review Committee and one of its members to discuss the proposed amendments, whose input was valuable in 2010 and is valuable now.

Discussion was also held on how the motions should be made to approve the proposed language to call the election. It was agreed to call each separately.

Vice Mayor Curd moved to approve the preliminary language as proposed by staff memo for Articles 2 and 3, seconded by Mr. Dorsey.

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

Mayor Copeland moved to approve the preliminary language as proposed by staff memo for Article 4, seconded by Vice Mayor Curd.

Mr. Roszel commented that this is a tough decision for him considering how he feels about voter rights. Mayor Copeland reminded Mr. Roszel that there are rules in place even for voter rights.

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

Mr. Roszel moved to approve the preliminary language as proposed by staff memo for Article 16, seconded by Vice Mayor Curd.

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

Mayor Copeland stated that a lot of thought and research has gone into the proposed amendments, and the decisions are not taken lightly. Vice Mayor Curd added that the final decision for any change will be made by the citizens. Mayor Copeland concurred stating it is their responsibility to bring this forward, then respect the will of the people.

- 11. Discus and take possible action to enter into Executive Session as authorized by 25 Okla. Stat. § 307 (B)(4) for consideration of pending class action litigation against 3M Company and E.I. Dupont de Nemours and Company and other defendants involving Per- and Polyfluoroalkyl Substances (PFAS) contamination in In Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-2873, United States District Court, District of South Carolina, and possible retention of McAfee & Taft and Fulmer Sill to represent the interests of the City in such litigation and/or other litigation related to PFAS contamination.**

Mayor Copeland read the item and invited the public to remain until the City Council returns from the Executive Session. City Attorney Kane requested that Bob Joyce from McAfee &

Taft be allowed to join the executive session to provide his input and expertise on the subject.

Mr. Roszel moved to enter into Executive Session in the 1<sup>st</sup> Floor Conference Room at 7:09 p.m., seconded by Mr. Dorsey.

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

**12. Return to open meeting at 7:46 p.m.** The Mayor reported that no action was taken in Executive Session.

**13. Discuss and take possible action to approve the Legal Representation Agreement between the City of Bartlesville and McAfee & Taft, A Professional Corporation and Fulmer & Sill. Presented by Jess Kane, City Attorney.**

Mr. Kane confirmed that at the last meeting, the City authorized McAfee & Taft to submit documents to opt out of the South Carolina litigation against Dupont and 3M. He recommends approval of the agreement to work with McAfee & Taft and Fulmer & Sill to ensure that the City understands the nature and extent of this issue and what options may become available.

Mr. Roszel moved to approve the Legal Representation Agreement as presented, seconded by Mr. Dorsey.

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

**14. New Business.**

There was no new business to address.

**15. City Manager and Staff Reports.**

Mr. Bailey wished everyone a Happy New Year and reported that the City received a great gift of water recently into the Hulah Lake watershed. He reported that there are no water restrictions at this time since Hulah is 100% full. He added that the Bartlesville Water Resources Committee and staff are continuing to research additional water supplies. Mr. Roszel asked that since Copan Lake is not full or filling up, how negotiations for their water rights would be affected. Mr. Bailey stated that negotiations would continue as normal.

**16. City Council Comments and Inquiries.**

Vice Mayor Curd reported that he had good site visits at Schlumberger and at ABB recently, and how he appreciated their continued growth and commitment to Bartlesville. He also added his congratulations to MedWise reporting that they had a record-setting opening day.

The Mayor concurred with Vice Mayor Curd about our community growth. He commended citizens on their conservation efforts.

**17. There being no further business to address, Mayor Copeland adjourned the meeting at 7:55 p.m.**

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Mayor Dale W. Copeland

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Jason Muninger, CFO/City Clerk



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

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

**Monday, January 22, 2024  
5:30 p.m.**

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

**MINUTES**

(The Notice of Meeting was posted December 15, 2023 and the Agenda was posted ON January 18, 2024 at 5:30 p.m.)

City Council 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; Jess Kane, City Attorney; Tracy Roles, Assistant City Manager; Jason Muninger, City Clerk/CFO; Kelli Williams, Chief Communications Officer; Captain Mims, Security; and Elaine Baner, Executive Assistant.

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

There were no citizens to be heard.

- 5. Discuss and take possible action to approve a Resolution of the City Council of the City of Bartlesville proposing amendments to the Charter of the City of Bartlesville, as amended; calling a special election to submit the proposed Charter amendments to the qualified electors of the City; setting the date of April 2, 2024 for the special election; and directing that notice of the proposed Charter amendments and special election be given by the City Clerk by publication of notice as required by law. Presented by Mike Bailey, City Manager.**

Mr. Bailey reported that the reason the special meeting was called to approve the resolution for this date instead of at the February regular meeting was he was made aware that the deadline to file the resolution with the Election Board is February 1. The regular meeting is scheduled for February 5 therefore an earlier meeting was necessary to comply with the Election Board deadline.

Mr. Bailey reviewed the proposed amendments to Articles 2, 3, 4 and 16 which has been reviewed and discussed at length in previous City Council meetings. Regarding Articles 2 and 3, he added that after discussion with the Washington County Election Board, it was decided the candidate filing period would be more consistent if aligning with the statutory election guidelines regardless if an election falls on an even or odd year. Therefore, after additional discussion, the proposed language will state, "The filing period shall occur on the first

successive Monday, Tuesday, and Wednesday of February from 8:00 am to 5:00pm.” In addition, currently the Charter’s residential eligibility is to be a resident in the Ward six months prior to the election date and not the filing date. It was suggested to amend this as well to require candidates to be a resident six months prior to the filing date. Mr. Roszel pointed out that the age requirement of 25 is currently tied to the election date and not the filing date. Mr. Bailey stated that could be changed if the Council desired. He briefly reviewed Article 4 and 16 as well concluding that the resolution calls for an election on April 2, 2024 and includes the redline version and the actual ballot language. Attorney David Weatherford and Washington County Election Board Director, Yvonne House, has reviewed the resolution for accuracy. There are 10 propositions for the ballot, and Mr. Bailey explained it would be a two column ballot using both the front and back with what is deemed priority propositions on the front of the ballot.

Mr. Roszel inquired if the Council could vote on each proposition separately. Mayor Copeland and Mr. Bailey stated that the vote is one vote on approval of the Resolution. Mr. Bailey added that a Council member could amend a proposition and include the amendment in the vote to approve. He stated that since each article is tied to other Articles, it is encouraged to approve the document as one in order to eliminate possible conflicting actions. Discussion covered the next elections for the current Council will be April 2025, then the staggered terms will begin at that time; appreciation for the redline copy; that the redline copy will be published for voters’ information; that the age eligibility question that Mr. Roszel brought up noted not to be necessary to change; how moving the election to April allows the voters to more focused on local issues; and that it is the voters who will make the final decision on each proposition which are set out individually.

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

Mr. Roszel stated that he is disappointed that each of the 10 propositions are not to be voted on separately by the Council. He wanted the minutes to reflect that Article 4 is something he voted against in the last City Council meeting and continues to feel it places an unnecessary restriction on voters. He added he wanted in the minutes also to reflect that he preferred a vote on each proposition instead of all together.

Ms. Roane stated that her favorite part of the amendments is changing the election to April, away from the National elections so that constituents will have a better opportunity to know who is running and how they will represent their ward. She also favors the fact that the ballot is broken into separate propositions for separate votes. She concluded that she respects Mr. Roszel’s thoughts on voting on each proposition, but she prefers voting on the one resolution.

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

Voting Nay:

Motion: Passed/Failed

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

Mr. Bailey reported that water supply is still good and that there are no restrictions at this time. Hulah Lake is still above 100% and other supplies are doing well except for Copan Lake. Copan water levels have increased but still very low. Mayor Copeland pointed out that the US Corps of Engineers is letting water out of Hulah in order to maintain flood control levels.

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

Mayor Copeland stated his appreciation for the City staff and utility companies who have been working the current ice event. Ms. Roane and Mr. Roszel added their appreciation to all out working in the ice and cold.

Ms. Roane commended B the Light Center who have been assisting people who do not have heat or water, or who are homeless. She expressed a thank you to Keith and Christy McPhail and all of the volunteers, as well as the Lighthouse Outreach who is providing assistance also. Vice Mayor Curd thanked Ms. Roane who volunteered at B the Light Center and the others who were there to help those with a need. Mayor Copeland also commended all of the organizations and churches who help every day as well as in times of great need.

## **8. There being no further business to address, Mayor Copeland adjourned the meeting at 6:02 p.m.**

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Dale W. Copeland, Mayor

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Jason Muninger, CFO/City Clerk

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

Discuss and take action to appoint Joanie <sup>Elmore</sup> ~~Gilmore~~ to fill an unexpired term on the White Rose Cemetery Board.

Attachments:

Application for White Rose Cemetery Board from Joanie Elmore

**II. STAFF COMMENTS AND ANALYSIS**

Ms. Elmore has served on Boards of Service League of Bartlesville, Choral Society of Bartlesville, and Allied Arts and Humanities Council. Also, she has been involved with Theater Bartlesville, Christmas Parade Committee and OK Mozart. She has a vested interest in the White Rose Cemetery Board and anxious to become a member.

**III. RECOMMENDED ACTION**

Staff and Mayor Copeland recommends the appointment of Joanie Elmore to the White Rose Cemetery Board at the next available City Council meeting.



**Barbara J. Mumma**

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**From:** Elaine Banes  
**Sent:** Wednesday, January 10, 2024 11:04 AM  
**To:** Keith B. Henry; Barbara J. Mumma  
**Subject:** FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Good morning,

Please see the application below for your consideration!

Thank you,

*Elaine Banes*

*Executive Assistant*

*City of Bartlesville*

*918-338-4282*



**From:** no-reply@bitbrilliant.com <no-reply@bitbrilliant.com>  
**Sent:** Tuesday, January 9, 2024 11:19 PM  
**To:** Elaine Banes <rebanes@cityofbartlesville.org>  
**Subject:** New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

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

- White Rose Cemetery Board

**Name**

Joanie Elmore

**Residential Address**

241 Turkey Creek Road  
Bartlesville, OK 74006  
[Map It](#)

**Cell Phone**

(918) 815-3500

**Email**

[joanieelmore1@gmail.com](mailto:joanieelmore1@gmail.com)

**Ward Number**

5

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

I was educated in Tulsa Oklahoma and attended Oral Roberts University there. I have lived in the Bartlesville community for over 40 years and during that time was Executive Director of the Allied Arts and Humanities Council and Theater Bartlesville. I also worked in the Literacy Dept. of the Bartlesville Public library for 5 years and participated in many library events and programs as well as recruiting students and tutors to the Literacy Program. I was also a presenter for the Literacy program at the BPL and had the privilege of speaking on behalf of the program at many Bartlesville 501 C 3's and community club events. I worked as the Museum Store Manager and Manager of Retail Operations at the Price Tower Arts Center and had the opportunity to represent the Tower at many other Frank Lloyd Wright sites. At White Rose, I have performed in "Mausoleum Stories" many times as a community actress and my husband and I felt so connected to the beauty of the Cemetery that we purchased our own burial space in the Mausoleum. My husband and I have also Pastored a church in this community since 1987 and have been very involved with helping families through the death and burial process. Planning and executing regular and large events has been a big part of my duties in all of my professional jobs, in the Theater and in my church. I have been a Wedding Planner and a Fashion Show Commentator also, so I have had a great deal of experience organizing events and working with the public.

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

I have served on the Boards of the Service League of Bartlesville, the Choral Society of Bartlesville and the Allied Arts and Humanities Council. I was an active member of Service League for 7 years and a member of my church for over 30 years. I served on the Christmas Parade committee for 3 years and helped plan the "on course" talent for the City of Legends run for 3 years. While Executive Director of the Allied Arts and Humanities Council I produced the Centennial production of the "City of Legends Musical", written and directed by Nick Sweet as well as Missoula Children's Theater and Poetry Alive! I served as President and Public Relations Director as a Board member of Theater Bartlesville for 6 years, before taking the position of Executive Director. For Theater Bartlesville, I managed the Theater membership and planned, produced and marketed 3 theater productions per year. I was involved for many years with OK Mozart as a Greeter for the Festival. We greeted in full Vintage costumes before evening concerts which helped to set the tone for the musical events. I have participated in the arts community of Bartlesville either as a volunteer or an employee in many capacities for over 30 years

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

I believe that White Rose Cemetery is a hidden gem in Bartlesville and has not received the full recognition in the city that it deserves. The rich history of those buried there along with the majesty of the Mausoleum has not been fully revealed to the community. I would like to see more people able to understand the rich Bartlesville history that is represented and for them to be drawn to participate in the loveliness and the events that are provided. Beauty and maintenance are always important but I would like to see more community involvement and participation with the Cemetery itself.

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

Discuss and take action to appoint Mr. William Ellis to serve a three-year term on the Ambulance Commission.

Attachments:

Application for Mr. William Ellis.

**II. STAFF COMMENTS AND ANALYSIS**

Mr. Ellis has served at a local research facility as an EMR, and a response team captain. He has worked alongside Bartlesville Ambulance personnel at this site. He will bring valuable input to the commission. He has also served the community on the Sewer System Oversight Committee for two terms and on the Tri-County Tech Board of Directors for several years.

**III. RECOMMENDED ACTION**

Staff Advisors recommend the appointment of Mr. William Ellis to the Ambulance Commission for a three-year term at the next available City Council meeting.

## Elaine Banes

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**From:** no-reply@bitbrilliant.com  
**Sent:** Thursday, January 18, 2024 10:47 AM *Red B*  
**To:** Elaine Banes  
**Subject:** New submission from Application for City Boards, Commissions, Committees & Trust Authorities  
cc: *Chief Kelleberry*  
*Chief Lopping*

CAUTION: External Source. THINK BEFORE YOU CLICK!

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

- Ambulance Commission

### Name

William Ellis

### Residential Address

1443 Valley Rd.  
Bartlesville, OK 74003  
[Map It](#)

### Cell Phone

(540) 354-8830

### Email

[w.chadwick.ellis@gmail.com](mailto:w.chadwick.ellis@gmail.com)

### Ward Number

3

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

Held an OK certification at the EMR level for many years and participated in site response at the research center.

Worked alongside Bartlesville ambulance personnel to administer aid.

Promoted to site response team captain before decision to seek employment outside the research center.

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

Sewer System Oversight Committee for two terms.

Tri-County Tech Board of Directors for several years. Tri-County is involved in the training of the local EMS workforce.

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

Continued excellence in service and response times.

Greater use by the community of the membership service offered by Bartlesville Ambulance.

Ongoing management of coordinated response with the wider region and other emergency response such as that provided by Washington County and the local hospital.

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

City Council reappointment of Martin Patzkowski to the Bartlesville Public Library Board.

**II. STAFF COMMENTS AND ANALYSIS**

Mr. Patzkowski joined the Library Board in December of 2020 and has been a valuable member of the board. I recommend the reappointment of Mr. Patzkowski. He has expressed interest in continuing on the board, and we are pleased to have the opportunity to benefit from his expertise.

**III. RECOMMENDED ACTION**

City Council's approval for the reappointment of Martin Patzkowski to the Bartlesville Public Library Board.



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

City Council reappointment of Kathryn Franz to the Bartlesville Public Library Board.

**II. STAFF COMMENTS AND ANALYSIS**

I recommend the reappointment of Ms. Franz. She is a strong supporter of the library and we are pleased to have her expertise.

**III. RECOMMENDED ACTION**

City Council's approval for the reappointment of Kathryn Franz to the Bartlesville Public Library Board.

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

Discuss and take action to reappoint Kyle Ppool to additional three-year terms on golf course operating committee.

**II. STAFF COMMENTS AND ANALYSIS**

Mr. Ppool has served his initial term well, providing valuable input to the committee.

**III. RECOMMENDED ACTION**

Staff and Councilman Dorsey recommends the reappointment of Kyle Ppool for a second term at the next available City Council meeting.

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

Discuss and take possible action to appoint Mr. Shawn Barker to fill an unexpired term on the Adams golf course operating committee.

Attachments:

Mr. Barker's application

**II. STAFF COMMENTS AND ANALYSIS**

City staff feels that Mr. Barker will be a great asset as a committee member. He will be filling the unexpired term that was held by Mr. Kevin Sitton. He is a long-time resident an avid golfer and has served on various boards, and has the experience needed to be provide expertise on the continued growth and improvement of the golf course.


**III. RECOMMENDED ACTION**



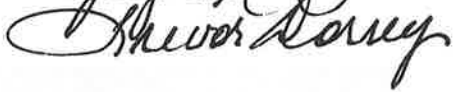
Golf course staff and Councilman Dorsey recommends the appointment of Mr. Shawn Barker to the Bartlesville City Council. Please place his recommended appointment at the next available City Council meeting.



**Elaine Banes**

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**From:** no-reply@bitbrilliant.com   
**Sent:** Saturday, January 13, 2024 2:01 PM  
**To:** Elaine Banes  
**Subject:** New submission from Application for City Boards, Commissions, Committees & Trust Authorities

cc:   
  


CAUTION: External Source. THINK BEFORE YOU CLICK!

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

- Adams Municipal Golf Course Committee

**Name**

Shawn Barker

**Residential Address**

2717. SE Vicksburg Street  
Bartlesville, Oklahoma 74006  
[Map It](#)

**Cell Phone**

(918) 213-5332

**Email**

[barkergt1983@gmail.com](mailto:barkergt1983@gmail.com)

**Ward Number**

2

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

Long-time Bartlesville resident and avid golfer. Played Division I golf at Georgia Tech, was an assistant golf professional at Adams and member of the South Central Section PGA from 1983-1986, played Adams exclusively until 2000 when I joined Hillcrest Country Club. Served as President of Hillcrest Country Club for two years (2016-2017). I have been active in the USGA, Oklahoma Golf Association, and Trans-Mississippi Golf Associations for over 40 years. I am also a member of Flint Hills National Golf Club in Andover, Kansas. I am also the current course record holder at Adams with a score of 63 from the back tees.

Additionally, I have spent over 37 years in the oil and gas industry as a business development / marketing executive with the Williams Companies, Magellan Midstream (now ONEOK), and U.S Energy. I have a deep understanding of all things financial (balance sheets, income statements, cash flow statements, ROI, ROA, etc) as well as capital and maintenance project development, as well as extensive experience dealing with Boards and other executive teams.

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

I was a Board member of K-Life (also served as President) and small group bible study leader from 1989-2014. I was a volunteer running member of Run the Streets from 2016-2020. I am currently serving on a "medical committee" with Sen Daniels, Rep Strum, and Mayor Copeland to help attract high quality medical services to Bartlesville and Washington county. As part of the work on that committee, I was instrumental in attracting MedWise Urgent Care to Bartlesville as well as CHC-SEK taking over medical services at Elder Care.

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

I have a love for Bartlesville and for the sport of golf. I was active at Adams during the 1970's and early 1980's when Adams was led by a Head Professional and four full-time assistant golf professionals. At the time, Mark Kizziar was President of the PGA of America. Adams was run like a private club that provided consistent playing conditions, consistent 4 hour rounds of golf, a full compliment of teaching professionals, a great junior golf program, and a fully stocked pro shop. I know what Adams once was; I

know what Bartlesville needs; and we have a great opportunity with the new greens and opportunity to hire a new golf professional. I say all of this with great love, respect, and appreciation for Jerry Benedict, who I consider a very close friend. But, I am excited for the opportunity in front of Adams with the upgraded facilities and new personnel.

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

Discuss and take possible action to approve an Inter-Local Agreement (“Agreement”) among and between the Board of County Commissioners of Washington County, on behalf of the Washington County Sheriff, (“Washington County”) and the Bartlesville Police Department, a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

Attachments:

Inter-Local Agreement

**II. STAFF COMMENTS AND ANALYSIS**

The Bartlesville Police Department believes the attached Inter-Local Agreement would benefit both parties by having a written agreement regarding joint use of the firearm range. This agreement also secures \$5000.00 from the Board of County Commissioners of Washington County, on behalf of the Washington County Sheriff (“Washington County”), to upgrade and maintain the firearm range. The term of this agreement would be for five years and may be terminated by either party upon a thirty-day written notice.

**III. RECOMMENDED ACTION**

Staff recommends that the Council review and approve the Inter-Local Agreement (“Agreement”) among and between the Board of County Commissioners of Washington County, on behalf of the Washington County Sheriff, (“Washington County”) and the Bartlesville Police Department, a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

# INTER-LOCAL AGREEMENT

This Inter-Local Agreement (“Agreement”) is among and between the Board of County Commissioners of Washington County, on behalf of the Washington County Sheriff, (“Washington County”) and the Bartlesville Police Department, a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

## WITNESSETH:

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

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

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

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

**WHEREAS**, the Sheriff of Washington County is charged with preserving the peace in Washington County, Oklahoma, pursuant to 19 O.S. §516; and

**WHEREAS**, Bartlesville Police Department is charged with preserving the peace in Bartlesville, Oklahoma; and

**WHEREAS**, the Cooperating Entities desire to join efforts and resources to train peace officers of both agencies, thereby improving public safety within the jurisdictions of the Cooperating Entities; and

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

### A. PURPOSE

To improve peace officer training through upgrading and maintaining the firearm range used by both agencies in training law enforcement personnel.

## B. EXPENDITURES

The Washington County will contribute \$5,000 to the City of Bartlesville Police Department, earmarked for the upgrade and maintenance of the firearm range.

## C. LIABILITY AND INDEMNIFICATION

This Agreement is made between two political subdivisions. All liability for the acts and omissions of each agency, its employees and trainees shall in all cases remain an obligation and responsibility of each agency, respectively.

## D. EFFECTIVE DATE

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

## E. TERM OF THE AGREEMENT

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

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

## F. NOTICE

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

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

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

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

#### G. ENTIRETY OF AGREEMENT

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

#### H. AMENDMENT OF AGREEMENT

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

#### I. THIRD PARTY BENEFICIARIES

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

#### J. AUTHORIZATION

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

K. EXECUTION

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

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Board of County Commissioners  
Washington County, Oklahoma

\_\_\_\_\_ Chair

\_\_\_\_\_ Member

\_\_\_\_\_ Member

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

\_\_\_\_\_  
District Attorney

ATTEST: \_\_\_\_\_, Deputy  
County Clerk

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

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

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

(The remainder of this page intentionally left blank)

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

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

Left blank for Attorney General Signature page.



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

Agreement with Conoco Phillips and the City of Bartlesville for a contract extension for use of a vacant parking lot

Attachments:

Agreement between Conoco Phillips and the City of Bartlesville

**II. STAFF COMMENTS AND ANALYSIS**

This is an extension of an agreement that began in 2012. It is for a vacant City owned Parking lot. The current agreement expires at 11:59 p.m. on February 6<sup>th</sup>. This current agreement will expire February 6<sup>th</sup>, 2030.

Conoco Phillips utilizes this for their employees, guests, and invitees as well as allowing permitted parking to P66 employees.

**III. BUDGET IMPACT**

There is no budgetary impact.

**IV. RECOMMENDED ACTION**

Staff Recommends approval of agreement.



**Brandon R. Kerr**  
Manager, Transactions, Property  
Tax and Travel  
ConocoPhillips Company  
925 N. Eldridge Parkway  
Houston, Texas 77079  
(281) 293-3743  
brandon.r.kerr@cop.com

January 18, 2024

Mr. Mike Bailey  
City Manager  
City of Bartlesville, Oklahoma  
401 S. Johnstone Avenue  
Bartlesville, Oklahoma 74003

RE: Third Amendment to that certain Letter Agreement by and between ConocoPhillips and the City of Bartlesville (the "Third Amendment") for ConocoPhillips' use of the vacant City-owned parking lot dated February 7, 2012 (the Original "Agreement"), as amended by that certain First Amendment thereto by and between Phillips 66 Company, as successor in interest to ConocoPhillips, and the City of Bartlesville, dated March 18, 2015 (the "First Amendment"), as further amended by that certain Second Amendment thereto by and between Phillips 66 Company and the City of Bartlesville, dated September 27, 2017 (the "Second Amendment"); the Original Agreement, First Amendment and Second Amendment are collectively referred to herein as the "Agreement")

Dear Mr. Bailey:

The third and final Extended Term of the Agreement will expire at 11:59 p.m. Central Time on February 6, 2024, unless further extended by agreement of the parties as set forth below in this Third Amendment.

The parties hereto desire to prevent expiration of the Agreement and provide for the continued use of the Lot by ConocoPhillips' employees, guests, and invitees, which shall include, but not be limited to, Phillips 66 for vehicle parking as permitted as permitted under the terms of the Agreement. Therefore, the Agreement is hereby amended to provide three (3) additional, successive Extended Terms of two (2) years each, with the first additional Extended Term commencing on February 7, 2024. Each additional Extended Term shall automatically renew unless ConocoPhillips provides ninety (90) days' prior written notice to the City of ConocoPhillips' intent to terminate the Agreement. Absent ConocoPhillips' prior termination hereof, the Agreement shall now expire at 11:59 p.m. Central Time on February 6, 2030.

Phillips 66 assigned all of its interest in the Agreement to ConocoPhillips pursuant to the terms and conditions of the Second Amendment, and Phillips 66 was relieved of all obligations relative thereto, other than as expressly stated in the Second Amendment.

Except as specifically modified by this Third Amendment, the provisions of the Agreement shall remain in full force and effect, unchanged and unmodified by this Third Amendment, and this Third Amendment and its terms shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Unless otherwise expressly provided in this Third Amendment, capitalized terms used in this Third Amendment shall have the same meaning as in the Agreement.

This Third Amendment may be executed in multiple counterparts and delivered by personal delivery, certified mail, facsimile or email, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement. Facsimile or email signatures of any party shall have the same force and effect as original signatures for all purposes.

Please circulate this Third Amendment for approval and signature, and return to the following email address: [harry.dollar@conocophillips.com](mailto:harry.dollar@conocophillips.com) prior to the Agreement's February 6, 2024 expiration.

**ACKNOWLEDGED AND AGREED TO:**

**CITY OF BARTLESVILLE**

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

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

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

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

**CONOCOPHILLIPS COMPANY**

\_\_\_\_\_  
Brandon R. Kerr  
Attorney-in-fact

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

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

Discuss and take action to adopt a new contract with BTC Broadband for internet service. This contract is for one year, with 4 additional yearly renewals. The service is paid with federal and state E-rate funds.

Attachments:

BTC Broadband Business Services Agreement  
E-rate Bid Evaluation Grid

**II. STAFF COMMENTS AND ANALYSIS**

The current E-rate contract expires June 30, 2024. An RFP was prepared by Kellogg & Sovereign, the library's E-rate consultants, and the library opted to seek offers for 500 Mbps service due to increased data usage at the library. BTC was the lowest bidder during the bidding process required to receive e-rate monies.

The Bartlesville Public Library, like all other libraries and schools, qualifies for federal and state monies to pay for internet services. E-rate provides federal monies for internet services. Bartlesville qualifies for 80% of the total cost, and the State of Oklahoma (through the Oklahoma Universal Services Fund) pays the other 20%. The cost to the Library/City of Bartlesville is 0.

**III. RECOMMENDED ACTION**

Staff is recommending approval of the BTC Broadband Business Services Agreement

**EVALUATION CRITERIA - SCORING BY BIDDER**

E-Rate Bid Item (Product or Service): 500 Mbps Internet service  
 Name of Bidder (Service Provider): AT&T  
 Name of School or Library (Applicant) Bartlesville Public Library  
 Prepared by: Cindy Yell

Criteria	Possible Points	Actual Score	Bid Evaluation Notes
Price-Erate Items	30	8	Highest overall cost.
Price-Other Costs	5	5	no other costs

**Prior Experience:**

Similar Projects & References	10	0	no references provided
Experience with this applicant	10	0	no prior experience with this applicant
<b>Total Prior Experience</b>	<b>20</b>	<b>0</b>	

**Personnel Qualifications:**

Qualifications of Management	5	5	
Qualifications of Staff	5	5	
<b>Total Personnel Qualifications</b>	<b>10</b>	<b>10</b>	

**Responsiveness**

Responsiveness of the bidder	5	5	
Proximity of sales and service offices	5	0	Offices out of the area
Local representative available	5	0	RFP respondent / Representative is not local (Florida)
<b>Total Responsiveness</b>	<b>15</b>	<b>5</b>	

**Technical Merit**

Meets the needs of the applicant	10	10	
Compliance with bid requirements	10	0	All requested information was not provided.
<b>Total Technical Merit</b>	<b>20</b>	<b>10</b>	

<b>TOTAL POINTS</b>	<i>Possible</i> <b>100</b>	<i>Score</i> <b>38</b>	
---------------------	-------------------------------	---------------------------	--



**Internet Access Solution  
Prepared Exclusively for:**



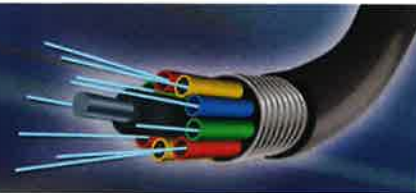
**December 18, 2023**

***Fiber Makes it Possible***

**918-366-8000 | 11134 S Memorial Drive | [BTCBroadband.com](http://BTCBroadband.com)**



# Fiber Optic Network



## Business Services Agreement

11134 S Memorial, Bixby, OK 74008  
401 S Dewey, Bartlesville, OK 74003  
BTC Broadband Spin #: 143031484

## Scott Boultinghouse, BTC Broadband

Phone: 918.366.0227  
Fax: 918.364.3022  
Contract: Bartlesville Library Internet

## Customer Information

Legal Company Name: Bartlesville Public Library  
Street Address: 600 S Johnstone  
City/State/Zip: Bartlesville, OK 74003

Billing Address: 600 S Johnstone  
City/State/Zip: Bartlesville, OK 74003  
Federal Tax ID:

## Authorized Customer Contact Information

Name: Ms, Denise C. Goff, Operations Manager  
Telephone: 918-338-4161  
Email Address: dcgoff@cityofbartlesville.org  
Fax:  
BTC Acct No.:

## BTC Services: Category 1 Internet

Qty	Description	Select*	Term** (Months)	Monthly Recurring	Non Recurring	Total Monthly Recurring
1	Dedicated Fiber Optic Internet: 250 Mbps	<input type="checkbox"/>	60	\$550.00	\$0.00	\$550.00
1	Dedicated Fiber Optic Internet: 500 Mbps	<input checked="" type="checkbox"/>	60	\$850.00	\$0.00	\$850.00
1	Dedicated Fiber Optic Internet: 1000 Mbps (1 Gb)	<input type="checkbox"/>	60	\$975.00	\$0.00	\$975.00

\*Please select which internet option is preferable

\*\*Term for libraries are always 12 months with up to 4 voluntary annual renewals

## Terms & Conditions

The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Agreement on behalf of the Customer for the service in this Agreement and that the customer information is true and correct. This Agreement binds Customer to the Rates, Terms, and Conditions of Service applicable to each of the service selected above. The services will be provided by BTC or one of its affiliated companies and are governed by BTC Tariffs and Acceptable Use Agreements and may not be resold without the express written consent of BTC. The term of the agreement will begin upon installation of services which will be coordinated to upon the signing of this document. BTC Texting customers shall use commercially reasonable efforts to conduct their business in compliance with all applicable laws, rules, and regulations. Customers will not send more than 5,000 texts per month per license; doing so may incur additional charges. This agreement shall constitute an Individual Case Basis Tariff and may not be available to all customers. This agreement is governed by BTC Broadband's Terms and Conditions, Service Level Agreement and State and Federal Tariffs which can be found at: <https://www.btcbbroadband.com/legal/>.

Customer Authorized Signature:

BTC Authorized Signature:

Printed Name:  
Dale Copeland

BTC Name:

Title:  
Mayor, City of Bartlesville

Title:

Date:

Date:

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# Fiber Optic Network



## Addendum to Contract Terms and Conditions:

**Term and Renewals:** The term of the Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year ("Initial Term"), subject to extensions permitted below. The parties intend for the Term hereof to begin on or about July 1, 2024, but regardless of when the first year of the Term actually commences, the first year of the Term shall expire upon June 30, 2025 with each successive one year renewal Term to expire on the following June 30th. Upon expiration of the Initial Term Customer shall have the right to extend this Agreement for four (4) additional one (1) year Terms, each exercisable upon notice of Customer or by mutual ratification of the parties. For each one year renewal Term, Customer agrees to use good faith and commercially reasonable efforts to secure budget appropriations for the Services under this Agreement. If, at any time during the Term hereof, Customer does not receive the necessary budget appropriations for this Agreement, despite its good faith efforts to obtain such appropriations, Customer may, at its option, terminate this Agreement by providing written notice to BTC Broadband along with reasonable documentation substantiating such failure. Upon BTC Broadband's receipt of such notice, this Agreement shall terminate without liability to Customer (except that Customer will be required to pay for all Services rendered through the date of termination and shall also reimburse BTC Broadband for the construction costs, if any, still unamortized upon the date of termination), and BTC Broadband may disconnect Services. Upon expiration of the Term and the extensions set forth above, the Agreement shall automatically renew and continue in effect on a month-to-month basis ("Renewal Terms") until terminated by either party on thirty (30) days prior written notice. The Initial Term and Renewal Terms may collectively be referred to as the "Term".

Customer Authorized Signature:

BTC Authorized Signature:

Printed Name:

BTC Name:

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

Approval of a professional service contract with S2 Engineering for the Kaw Lake Water Supply Study

*Attachments:*

*Professional Service Agreement - S2 Engineering*

**II. STAFF COMMENTS AND ANALYSIS**

In 2006, the City partnered with the Corp of Engineers through the Planning Assistance to States program to determine raw water options for long term water supply. One of the options investigated was to access water in Kaw Lake. This study estimated the cost of the pipeline, pump station and water storage rights at \$106MM. Projecting this estimate to a present-day value resulted in a cost around \$150MM. Staff suspects that the \$150MM is not accurate. To determine an accurate estimate, staff requested a proposal from S2 Engineering for a Kaw Lake Water Supply Study. This study will investigate the following items:

- Water quality at Kaw Lake, to ensure it is compatible with our treatment system.
- Raw water intake, which is how we will remove water from the lake - investigate options to build our own structure or connect to an existing structure.
- Pipeline Alignment, investigate up to 3 alignment options, summarize potential environmental impacts and inventory water providers along the corridor for potential partnerships.
- Estimated project costs (engineering, easement/right of way, environmental and construction) and project duration will be provided for each option.
- The study will be based on three flow amounts, 14 million gallons per day, 18 million gallons per day & 22 million gallons per day – note there are 40 million gallons of water per day available at Kaw Lake.

The cost of the requested services is \$112,710 and will take 5 months to complete. Contract and scope of services are attached. The Water Resource Committee considered this contract at their January 17, 2024 meeting and unanimously recommended approval.

**III. BUDGET IMPACT**

Funding for the professional services will be through the Water Capital Reserve Fund, which has \$233,754 available. The proposed contract (\$112,710) is within the available budget for the project.

**IV. RECOMMENDED ACTION**

Staff recommends approval of the professional service contract with S2 Engineering for the Kaw Lake Water Supply Study.

## PROFESSIONAL SERVICES AGREEMENT

<b>PROJECT:</b>	<b>BARTLESVILLE KAW LAKE WATER SUPPLY STUDY</b>		
<b>PARTIES TO THE AGREEMENT:</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; vertical-align: top;"> <b>OWNER (CLIENT)</b>                       City of Bartlesville                      Attention: Terry Lauritsen, P.E.                      Water Utilities Director                      401 S. Johnstone Ave                      Bartlesville, OK 74003                 </td> <td style="width: 50%; text-align: center; vertical-align: top;"> <b>CONSULTANT (S2E)</b>                       S2 Engineering, PLLC                      Attention: Srin Sundaramoorthy, P.E.                      Principal                      Location: 8556 S 101<sup>st</sup> St., Ste D, Tulsa, OK 74133  <u>Mailing Address:</u> P.O. Box 2347                      Broken Arrow, OK 74013                 </td> </tr> </table>	<b>OWNER (CLIENT)</b>  City of Bartlesville Attention: Terry Lauritsen, P.E. Water Utilities Director 401 S. Johnstone Ave Bartlesville, OK 74003	<b>CONSULTANT (S2E)</b>  S2 Engineering, PLLC Attention: Srin Sundaramoorthy, P.E. Principal Location: 8556 S 101 <sup>st</sup> St., Ste D, Tulsa, OK 74133 <u>Mailing Address:</u> P.O. Box 2347 Broken Arrow, OK 74013
<b>OWNER (CLIENT)</b>  City of Bartlesville Attention: Terry Lauritsen, P.E. Water Utilities Director 401 S. Johnstone Ave Bartlesville, OK 74003	<b>CONSULTANT (S2E)</b>  S2 Engineering, PLLC Attention: Srin Sundaramoorthy, P.E. Principal Location: 8556 S 101 <sup>st</sup> St., Ste D, Tulsa, OK 74133 <u>Mailing Address:</u> P.O. Box 2347 Broken Arrow, OK 74013		
<b>PROJECT DESCRIPTION:</b>	Bartlesville Kaw Lake Water Supply Study: professional engineering services to evaluate the water quality, intake, pipeline, and infrastructure necessary to convey Kaw Lake water to Bartlesville.		
<b>SCOPE OF SERVICES:</b>	See Attachment A		
<b>SCHEDULE:</b>	See Attachment A		
<b>COMPENSATION:</b>	See Attachment A		
<b>ATTACHMENTS:</b>	See Attachment A		

**SCHEDULE OF PAYMENTS:** S2 Engineering, PLLC shall be paid monthly on the basis of invoices submitted.

**EXECUTION:** Execution of this document by duly authorized representatives of S2 Engineering, PLLC and Client, including S2 Engineering, PLLC's Standard Conditions (next page) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither party shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

<b>CLIENT:</b>	<b>CONSULTANT: S2 ENGINEERING, PLLC</b>
<b>BY:</b>	<b>BY:</b> Srinivasan Sundaramoorthy, P.E.
<b>SIGNATURE:</b>	<b>SIGNATURE:</b> (Srin Sundaramoorthy)
<b>TITLE:</b>	<b>TITLE:</b> Principal
<b>DATE:</b>	<b>DATE:</b> January 2, 2024

## S2 ENGINEERING, PLLC (S2E) – TERMS AND CONDITIONS

**SERVICES.** S2 Engineering, PLLC (S2E) shall provide professional services in accordance with the agreed upon scope of work.

**EXECUTION.** This Agreement becomes effective upon signatures by authorized representatives of the Client and S2E, and upon receipt by S2E of a signed original or facsimile transmittal. If facsimile transmittal is initially sent to S2E Client will provide S2E with a signed original for record as soon as practicable.

**INITIATION.** S2E is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.

**COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This contract may be terminated by the Client and/or S2E upon 10 days' written notice. In the event of such termination, S2E will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of termination together with all costs arising out of such termination.

**STANDARD OF CARE.** Services provided by S2E under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. S2E makes no other warranty or guaranty, either express or implied.

**WARRANTY.** S2E warrants that the services provided under the Project are within the standard of care. S2E makes no other warranty or guaranty, either express or implied.

**INDEPENDENT CONSULTANT.** S2E is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client.

**COMPLIANCE WITH LAWS.** S2E will endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.

**OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of S2E. S2E will retain all common law, statutory, and other reserved rights, including the copyright thereto. S2E shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to S2E.

**SITE VISITS/OBSERVATION.** If included in the Scope of Work, S2E shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by S2E as part of services during construction under Agreement shall not make S2E responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make S2E responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

**INSURANCE.** S2E will maintain the following levels of insurance during the term of this Agreement. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

- a. Worker's Compensation (and Employer's Liability Insurance) — as required by applicable state statute.
- b. Commercial General Liability — \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$1,000,000 in the aggregate.

- c. Automobile Liability — minimum of \$250,000 combined single limit for bodily injury and property damage.
- d. Professional Liability (E&O) — \$1,000,000 each claim and in the aggregate.

**INDEMNIFICATION/HOLD HARMLESS.** S2E shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by S2E's negligent acts, errors, or omissions in services provided pursuant to this Agreement. Provided, however, that if any such liability, settlements, loss, or costs result from the concurrent negligence of S2E and the Client, this indemnification applies only to the extent of the negligence of S2E.

**LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the Client and S2E, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of S2E, and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of S2E and its subconsultants to all those named shall not exceed \$25,000 or the amount of S2 Engineering, PLLC's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**DISPUTES.** Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of Oklahoma. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.

**WAIVER OF RIGHTS.** The failure of either party to enforce the provisions of these terms and conditions shall not constitute a waiver of such provisions nor diminish the right of either party to the remedies of such provisions.

**FORCE MAJEURE.** Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

**SEVERABILITY.** Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, Subconsultant and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**ADDITIONAL SERVICES.** Client and S2E acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that could not be foreseen. In that event, S2E shall submit a fee estimate for such services and, if approved by the Client, a contract modification shall be negotiated and approved in writing prior to any effort being expended by S2E.

**PERIOD OF SERVICE.** S2E shall perform the services for the Project in a timely manner consistent with sound professional practice. The services for each task shall be considered complete when deliverables for the task have been accepted or approved by the Client.

**CONFIDENTIALITY.** S2E agrees to use its best efforts to assure that its employees and representatives maintain the degree of confidentiality required by Client. Client will communicate the required confidentiality to S2E.

**Attachment A**  
**Kaw Lake Raw Water Supply Supply Study**  
**City of Bartlesville, Oklahoma**

**SCOPE OF WORK, SCHEDULE, AND COMPENSATION PROPOSAL**

**I. Introduction**

City of Bartlesville (Owner or Bartlesville) through its Water Resources Committee (WRC) is planning for a long range water supply alternatives and has identified the Kaw Lake as a potential long-term raw water supply alternative. Currently, Bartlesville does not have either water rights or infrastructure necessary to convey Kaw Lake water for use. Bartlesville requested S2 Engineering, PLLC (Consultant or S2E) to provide professional engineering services to develop the Kaw Lake water supply alternative to determine whether it is cost-effective and prudent to develop this as a long-term raw water supply source, which is the scope of this project.

Key assumptions related to the project are as follows:

1. The Kaw Lake water supply system must be able to provide a minimum of 14 mgd with options for 18 mgd and 22 mgd as established by Bartlesville.
2. Bartlesville completed a study in 2007 through the U.S. Army Corps of Engineers that included the Kaw Lake as a potential supply alternative. The findings from this study will be updated and included in the project as an alternative.

**II. Scope of Work**

**Task A – Project Management**

This task includes S2E services required to complete the project tasks throughout the project duration and schedule. Project management consists of project administration, coordination and supervision of the project teams and resources, and quality management for project milestones and deliverables to meet project objectives.

**Task B – Kaw Lake Water Quality Evaluation**

The goal of this task is to evaluate Kaw Lake water quality for compatibility with the current treatment scheme that utilizes the Actiflo process and to determine, at a conceptual level, the need for modification or additional treatment necessary to meet Safe Drinking Water Act standards.

**1. Data Gathering**

- a. S2E will gather available Kaw Lake water quality information from OWRB, ODEQ, USACE and the USGS public domain sources.

- b. S2E will coordinate with the City of Stillwater to gather available Kaw Lake seasonal water quality data, their treatment process strategy, and challenges in treating the Kaw Lake water and utilize the findings in the project analysis.
- c. S2E will coordinate with City of Enid to gather available Kaw Lake water quality data as well as any treatability study findings that will be useful for the project evaluation.
- d. S2E will coordinate with City of Ponca City to gather available Kaw lake water quality data.

## **2. Review, Analyze and Summarize**

- a. S2E will review the water quality information and analyze the data to assess water quality compatibility and identify need for additional treatment or modification of current treatment practices.
- b. Based on the available water quality gathered from the previous task S2E will summarize the findings in a Technical Memorandum (TM). The TM will identify the need for any additional water quality sampling and testing (such as jar tests) for future tasks and evaluation. The TM will be submitted electronically as a digital document.

## **Task C – Kaw Lake Intake Evaluation**

The goal of this task is to evaluate the feasibility of connecting to existing intake infrastructures as well as to identify up to three new intake locations.

### **1. Evaluate Feasibility of Connecting to Existing Intakes**

- a. ***City of Stillwater.*** The original intake constructed by USACE on Kaw Lake currently serves City of Stillwater. Stillwater has a Kaw Lake pump station and a 36-inch steel pipeline that extends from the lake to Stillwater water treatment plant. There is also a “Tee- Ponca Tee” on the 36-inch pipeline intended for future extension to the city of Ponca City. S2E will assist Bartlesville to coordinate with Stillwater and Ponca City to determine the feasibility of utilizing the exiting infrastructure for Bartlesville’s needs.
- b. ***City of Enid.*** Enid is currently in the process of completing a new three-level submerged intake along with a new pump station (located on the lake west bank) to convey Kaw Lake water via approximately 70-miles of 36”/30” pipeline to Enid. This pipeline and the pump station have contractual requirements to serve the Osage Nations in the future. S2E will assist Bartlesville in assessing the feasibility of connecting to the Enid intake as well as the possibility of partnering with and utilizing the future Osage Nation supply infrastructure for Bartlesville’s need.
- c. ***Alternate Intake Locations.*** S2E will work with Bartlesville to identify up to two new suitable locations on Kaw Lake along with the intake location identified in the 2007 USACE study (for a total of three locations) for a new intake to meet Bartlesville’s need. S2E will utilize available bathymetric data

for Kaw Lake and summarize the three locations in terms of accessibility, constructability, water quality, life cycle cost estimate and permitting considerations. For each location S2E will evaluate the type of intake (floating, submerged or siphon) and include the life cycle cost analysis in the evaluation. For the intake evaluation S2E will coordinate with USACE for their guidelines on the types of intakes allowed for Kaw Lake.

- d. ***Kaw Lake Water Rights.*** S2E will assist Bartlesville in coordinating with OWRB and the USACE and summarize the requirements and cost for securing Kaw Lake Water rights.
- e. S2E will consult with Bartlesville in developing the ranking of the intake locations based on both monetary (life cycle costs) and non-monitory consideration. The intake evaluations will be summarized in a Technical Memorandum (TM). The TM will be submitted electronically as digital document.

### **Task D – Pipeline Alignment Evaluation**

The goal of this task is to identify up to three alignments for the pipeline to convey Kaw Lake water to Lake Hudson that currently supplies water to the Bartlesville water treatment plant. The alignment from the 2007 USACE study will be updated and included as one of the three alternatives.

#### **1. Alignment Evaluation**

For each alignment, S2E will utilize the following considerations:

- a. *Potential Wholesale Customers.* Identify potential for future wholesale customers (rural water districts, cities, towns or known public water supply entities).
- b. *Crossings.* Identify known utility/roadway/railroad/river/creek crossings.
- c. *Hydraulic Analysis.* Perform preliminary hydraulic analysis to develop conceptual level pump station pipeline sizing, need for intermediate pumping/storage, and surge protection.
- d. *Local/State/Federal Permitting.* Identify and summarize the local/state/federal permitting requirements.
- e. *Oklahoma Archeological Survey (OAS)/State Historical Preservation Office (SHPO).* Consult with OAS and SHPO for available information along the proposed alignment for use in the project evaluation.
- f. S2E will conduct a drive-by reconnaissance of the alignments to visually observe and photo-document the alignment routes. The field reconnaissance will be limited to driving by access through public roads and easements.

- g. S2E will consult with Bartlesville in developing the ranking of the intake locations based on both monetary (life cycle costs) and non-monitory consideration. S2E will summarize the findings in a Technical Memorandum (TM). The TM will be submitted electronically as digital document.

**2. Online Environmental Data Base Search / Report**

For each pipeline alignments and intake locations, S2E will perform database search and report using commercial environmental database resources ([www.lighboxre.com](http://www.lighboxre.com)) for a comprehensive environmental information for use.

**Task E – Report**

S2E will compile the individual Technical Memorandums along with an executive summary and prepare a full report documenting the evaluation, life cycle cost estimates, along with appendices for supporting documents.

Preliminary draft report will be submitted in electronic format for Bartlesville’s review. Review comments will be incorporated and two paper copies of the final report along with an electronic copy will be submitted to Bartlesville as final deliverable.

**Task F – Meetings**

S2E will attend remote/virtual or in-person meetings with Bartlesville staff as needed throughout the project duration. S2E will also attend, if requested by Bartlesville staff, up to two meetings with the Water Resources Committee to discuss/present the project findings. In addition, S2E will attend (1 meeting included in the basic scope), if requested by Bartlesville staff, to discuss/present the findings from the study to the City Council.

**III. Schedule**

<b><u>Task</u></b>	<b><u>Proposed Schedule</u></b>
TM- Kaw Lake Water Quality Evaluation	150 Days from Notice to Proceed (NTP)
TM-Kaw Lake Intake Evaluation	150 Days from Notice to Proceed (NTP)
TM-Pipeline Alignment Evaluation	180 Days from Notice to Proceed (NTP)
Report	210 Days from Notice to Proceed (NTP)

**IV. Compensation**

For the basic scope outlined above, Bartlesville shall pay S2E the proposed lump sum fee of **\$112,710.00.**



## V. Special Considerations

- For the Kaw Lake water quality analysis, S2E will depend on available data gathered under the basic scope of services. Targeted additional sampling from Kaw Lake and/or additional evaluation such a treatability study is not included in the basic scope of services but will be provided if requested by Bartlesville.
- For the Kaw Lake intake location evaluation, S2E will rely on available lake survey data gathered under the basic scope of services. Additional lake photogrammetric or bathymetric survey are not included in the basic scope but will be provided if requested by Bartlesville.
- For the pipeline alignment evaluation, S2E will utilize available contour and USGS data. Detailed field surveys (using drones, field survey equipment, LIDAR, etc.) are not included in the basic scope but will be provided if requested by Bartlesville.

- End -

**KAW LAKE RAW WATER SUPPLY STUDY  
CITY OF BARTLESVILLE, OKLAHOMA  
S2E FEE PROPOSAL**

**Contingency (None Included)**

PART / PHASE	From	To	Mo.	Sr Engr	P.E.	Engr	Admin/C	Draft / CAD	Total MH
<b>KAW LAKE RW SUPPLY STUDY</b>				125	242	148	44	156	<b>715</b>
<b>A. PROJECT MANAGEMENT</b>	02/01/24	07/31/24	5.95	26			18		44
Project Setup				3			6		
Accounting/Billing				3			6		
Project Management				20			6		
<b>B. KAW LAKE WQ EVALUATION</b>				17	24	12	4		57
Data Gathering									
OWRB/ODEQ/COE				3		6	2		
EPA/Public Domain						6	2		
Stillwater/Enid/Ponca City				8					
Review /Analyze/Summarize-TM				6	24				
<b>C. KAW LAKE INTAKE EVALUATION</b>				34	74	8	4	62	182
COE 2007 Study Intake Location Update				2	4			4	
Evaluate Possibility of Tie-Ins									
Enid Intake:Data Gathering/Coord/Site Visit				6		4		4	
Stillwater Intake Tie-In				4		4		2	
Alternate Intake Locations (2 Locations)				4	20			12	
Determine/Summarize Permitting Requirements				4	8				
Intake Eval (Floating/Submerged/Siphon & COE Coord.)				8	20			24	
Kaw Lake Water Rights-Coord. w/OWRB & COE				2	6				
Summarize Findings- TM				4	16		4	16	
<b>D. PIPELINE ALIGNMENT EVALUATION</b>				6	56	98	2	66	228
Establish Upto 3 Alignments									
COE 2007 Study Alignment 1 Update									
Potential Wholesale Customers						2		4	
Utility /Road Crossing						2		4	
Hydraulic. & PS Analy.(14 mgd/18/mgd/22 mgd)					6	16		4	
Local/State/Federal Permitting					6	10			
Alternate Alignment 2									
Potential Wholesale Customers						2		4	
Utility /Road Crossing						2		4	
Hydraulic. & PS Analy.(14 mgd/18/mgd/22 mgd)					6	16		4	
Local/State/Federal Permitting					6	10			
Alternate Alignment 3									
Potential Wholesale Customers						2		4	
Utility /Road Crossing						2		4	
Hydraulic. & PS Analy.(14 mgd/18/mgd/22 mgd)					6	16		4	
Local/State/Federal Permitting					6	10			
Oklahoma Archeological/HPSO Coordination				2		8	2		
Summarize Findings-TM				4	20			30	
<b>ONLINE ENVIRONMENTAL DB SEARCH/REPORT</b>						6		12	18
Pipeline Alignment 1						2		4	
Pipeline Alignment 2						2		4	
Pipeline Alignment 3						2		4	
<b>E. REPORT</b>				16	72	16	12	16	132
Cost Estimate+LCC (Coord w/Contractor)				8	40	16			
Compile TMs w/Exec. Summary (Draft Report)				4	16		8	8	
Final Report				4	16		4	8	
<b>F. MEETINGS</b>				26	16	8	4		54
Review Meeting w/City Staff				8	8				
Water Resources Committee Meetings (2 Meetings)				12	8				
Council/BMA Meeting ( 1 Meeting)				6		8	4		

Miles	ODC		Labor Value	ODC Value	Total Fee	
	Cost	Other(Prod)				
	\$1,078.00	\$11,050.00	\$100,580	\$12,128	\$112,708	<b>\$112,708</b>
						\$7,255
250	\$175.00	350	\$4,510	\$525	\$5,035	
						\$8,660
			\$1,550		\$1,550	
			\$950		\$950	
			\$1,600		\$1,600	
			\$4,560		\$4,560	
						\$26,345
			\$1,440		\$1,440	
150	\$105.00	\$50	\$2,200	\$155	\$2,355	
			\$1,560		\$1,560	
300	\$210.00		\$5,040	\$210	\$5,250	
			\$1,920		\$1,920	
			\$7,280		\$7,280	
			\$1,240		\$1,240	
			\$5,300		\$5,300	
						\$30,122
360	\$252.00			\$252	\$252	
			\$740		\$740	
			\$740		\$740	
			\$3,400		\$3,400	
			\$2,140		\$2,140	
			\$740		\$740	
			\$740		\$740	
			\$3,400		\$3,400	
			\$2,140		\$2,140	
			\$740		\$740	
			\$740		\$740	
			\$3,400		\$3,400	
			\$2,140		\$2,140	
			\$1,610		\$1,610	
			\$7,200		\$7,200	
						\$12,420
		\$3,400	\$740	\$3,400	\$4,140	
		\$3,400	\$740	\$3,400	\$4,140	
		\$3,400	\$740	\$3,400	\$4,140	
						\$18,750
			\$9,280		\$9,280	
		\$150	\$4,680	\$150	\$4,830	
		\$300	\$4,340	\$300	\$4,640	
						\$9,156
120	\$84.00		\$2,720	\$84	\$2,804	
240	\$168.00		\$3,520	\$168	\$3,688	
120	\$84.00		\$2,580	\$84	\$2,664	
<b>TOTAL FEE (Rounded)</b>						<b>\$112,710</b>

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

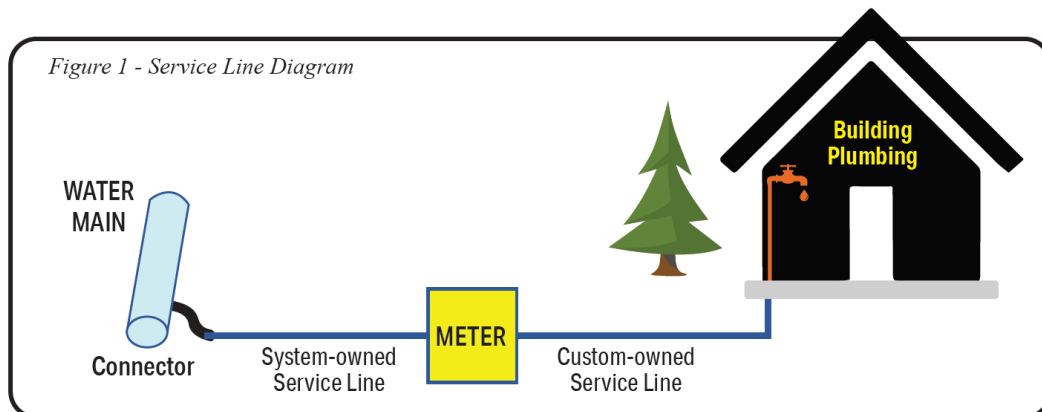
Approval of a professional service contract with HBK Engineering for Phase 1 of the Lead Service Line Inventory.

*Attachments:*

*Professional Service Agreement*

**II. STAFF COMMENTS AND ANALYSIS**

On January 15, 2021, the EPA issued revisions to the Lead and Copper Rule (LCR). The ultimate goal of this rule is to eliminate all lead, copper and galvanized service lines within 10 years. The current rule requires the City to inventory all service lines, both on the public (City) and customer side of the water meter, by October 16, 2024.



If a lead or galvanized service line is discovered on either the public or customer portion of the water service line, the City must notify the property owner of this finding and any available financing programs to replace this service line. If the water service line material on either the City's or customer side of the meter cannot be confirmed, the City must notify the property owner that the service line material is unknown but may be lead. Note, the professional service contract will help staff identify any available financing programs available for property owners. For municipalities, the Oklahoma Department of Environmental Quality has financing opportunities for service line replacement with 33% loan forgiveness.

After submission of the inventory, the City will be required to develop a service line replacement plan and a plan to identify the materials of all service lines of unknown material.

To comply with this revised Lead and Copper rule, the City requested a proposal from HBK Engineering to provide assistance to prepare the initial Lead Service Line Inventory submittal, assist with strategies for unknown service line materials, and prepare a comprehensive GIS system for staff to utilize during service line investigations. The cost of these services is \$73,612.80, and attached for review.

**III. BUDGET IMPACT**

Funding for the professional services will be through the Water Capital Reserve Fund, which has \$121,044 available. The proposed contract (\$73,612.80) is within the available budget for the project.

**IV. RECOMMENDED ACTION**

Staff recommends approval of the contract with HBK Engineering for \$73,612.80.

**MASTER SERVICES AGREEMENT**

This Agreement is made and entered into this 5<sup>th</sup> day of February, 2024 by and between HBK Engineering, LLC, an Illinois limited liability company, with offices at 921 West Van Buren, Suite 100, Chicago, IL 60607 (“HBK” or “Engineer”) and the City of Bartlesville a municipality, with offices at 401 S. Johnstone Ave., Bartlesville, OK (“Client”).

Recitals

Client proposes to engage HBK to perform, and HBK wishes to perform, professional engineering and engineering related services, from time to time, for or on behalf of Client. Therefore, in consideration of the mutual promises and covenants set forth below, the sufficiency of which are hereby acknowledged, HBK and Client, agree to the following.

Agreement

1. Recitals.

Recitals are incorporated into this Agreement as a material part hereof.

2. General Agreement.

This signature page and the attached *Scope of Services (Part I)*, *Project Description/Payment for Services (Part II)* and the *HBK Engineering, LLC – General Terms and Conditions*, attached and incorporated (“*General Terms and Conditions*”) together comprise the MASTER SERVICES AGREEMENT (“MSA”). This MSA is a non-exclusive contract.

3. Task Authorization.

Any unit of work and/or services provided under this MSA shall require a written TASK AUTHORIZATION (“TA”), signed by HBK and Client, and in substantially same or similar form and content as the sample TA attached hereto as *Exhibit 1 - Sample Task Authorization*.

4. Term.

This MSA will commence on the date first set forth above and will continue for two (2) years (the “**Initial Term**”). Upon expiration of the Initial Term, this MSA shall automatically renew for consecutive one (1) month periods (each, a “**Renewal Term**,” and together with the Initial Term, the “**Term**”) unless and until either party terminates with a minimum thirty (30) days prior written notice of termination.

5. Entire Agreement.

HBK and Client agree the MSA and each TA together constitute the entire agreement for that unit of work and/or service provided under that TA. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

In witness whereof the parties hereto have made and executed this Agreement as of the date first written above:

**ENGINEER: HBK ENGINEERING, LLC**

**CLIENT:**

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

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

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

Name: Dale Copeland

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

Title: Mayor

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

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

**PART I: SCOPE OF SERVICES:**

HBK shall perform one or more of the following services pursuant to an individual TA issued by HBK and signed by Client and Engineer.

1. Professional Engineering Design and Consulting Services.
2. Other related services as agreed in writing between Client and HBK.

End Part I

**PART II: PROJECT DESCRIPTION/PAYMENT FOR SERVICES**

Engineer will perform one or more of the services enumerated in *Part I – Scope of Services*, as specified in a given TA’s scope of work (the “Work”), and in accordance with this MSA’s General Terms and Conditions. Compensation for Work under a given TA shall be delineated in the TA. Engineer must approve additions and changes to services provided under any given TA in accordance with the General Terms and Conditions. In the event that a TA provides for a different Term, or Work thereunder extends beyond the Term, such change or extension will apply to that specific TA only.

Engineer shall provide monthly progress billings to Client on or before the fifteenth (15<sup>th</sup>) business day of each month or as otherwise agreed. Client shall approve or provide written objections to each invoice within ten (10) days of Engineer’s submission. In the event of commercially reasonable dispute as to Work completed and/or additional Work performed, or compensation due for Engineer’s services, Engineer’s professional estimates, determinations and good faith judgment shall be deemed persuasive and controlling. Client shall pay Engineer for approved billings within 30 days of such approval, subject to the MSA’s General Terms and Conditions regarding payment.

End Part II

**HBK ENGINEERING, LLC GENERAL TERMS AND CONDITIONS**

***HBK Engineering, LLC – General Terms and Conditions (“General Terms and Conditions”)* are attached hereto and by this reference hereby incorporated and made part of this MSA and each Task Authorization issued hereunder.**

**EXHIBIT 1  
SAMPLE TASK AUTHORIZATION**

**TASK AUTHORIZATION No. XXX**

Date

To:

Attn:

\_\_\_\_\_ (“Client”) hereby awards **HBK Engineering, LLC** (“HBK” or “Engineer”), and HBK accepts, this Task Authorization (“TA”) in accordance with the Master Services Agreement (“MSA”) dated \_\_\_\_\_ and as set forth below:

TASK LIMITS:

SCOPE OF SERVICES:

SCHEDULE: Work shall be performed between xx-xx-xxxx and xx-xx-xxxx

PAYMENT TERMS:

In consideration of the faithful performance of the Work, Client shall pay HBK \_\_\_\_\_ (\$\_\_\_\_\_). HBK invoices shall be in accordance with MSA Terms and Conditions and shall identify this TA and shall contain sufficient details to enable Client to substantiate the charges.

Please sign and return one original of this Task Authorization to HBK to acknowledge your acceptance of this work order.

**ENGINEER: HBK ENGINEERING, LLC**

**CLIENT:**

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

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

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

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

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

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

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

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

## **GENERAL TERMS AND CONDITIONS**

A. PARTIES AND DEFINITIONS: “**Agreement**” as used here shall mean, as applicable, the attached Professional Services Agreement (PSA), Master Services Agreement (MSA), or Task Authorization (TA), together with, if any, associated, Exhibits, attachments, and addenda. “**Engineer**”, for purposes of these General Terms and Conditions, shall mean HBK Engineering, LLC. “**Client**” shall be the party hiring Engineer to perform the Work hereunder. Engineer or Client may be referred to as “**Party**” and together as “**Parties**”. “**Work**” shall mean the professional engineering and/or engineering related services described in Engineer’s scope of services under the Agreement. “**Prime Agreement**” shall be used here conventionally. **Flow-Through:** Prior to Engineer’s execution of this Agreement, Client shall provide Engineer a full copy of the Prime Agreement and allow for Engineer’s timely and reasonable review. In the alternative, Client may withhold, or otherwise not provide, one or more sections of the Prime Agreement (“**Withheld Provisions**”). Excepting *Withheld Provisions*, Engineer shall assume obligations and responsibilities that, and as, the Prime Agreement specifically requires of lower tier design professionals, but only insofar as such provisions apply to Engineer’s limited scope of services for Work hereunder; additionally, Client grants Engineer the same rights, powers, privileges and remedies toward Client as Client is granted, directly or indirectly, toward higher tier parties under the Prime Contract or applicable law. Notwithstanding anything to the contrary above or in any Prime Agreement, *Engineer shall not be bound, in any way whatsoever, by an untimely Prime Agreement, any Withheld Provisions, or provisions directly related to or dependent upon a Withheld Provision or an untimely Prime Agreement.* **Section Headings** used in this Agreement are descriptive only, included for convenience, and shall not constitute an interpretive part the Agreement. The term “**reasonable**” as used in this Agreement, in all cases, shall mean “commercially reasonable”.

B. INSURANCE: Engineer is protected by Workers’ Compensation, Commercial General Liability, Automobile Liability and Professional Liability insurance coverage, as specified in HBK’s General Terms and Conditions- APPENDIX 1 and will furnish certificates of insurance upon execution of this Agreement.

C. PERMITS: Where and as permitting (“Permits”) is specifically included as part of the Work, Engineer will furnish such documents and design data as may be reasonably required and Engineer will assist Client in obtaining such Permits in accordance with Engineer’s applicable scope of services for such Work. Client will furnish all design input required by Engineer for completion of the Work and, if any, ancillary approvals and/or consents (“Permissions”). In any case, ***Engineer shall not be responsible for the favorable or timely receipt of Permits or Permissions where delay may be due to reasons beyond Engineer’s scope of services, authority, or reasonable control.*** It is mutually understood: (i) Client will pay the cost of all Permits and Permissions, including, without limitation, review fees, bonding, insurance premiums, title company charges, blueprints and reproductions, if any, associated with the permitting Work, and (ii) such costs are *not included* in Engineer’s fees for professional services, unless (iii) such costs are specifically enumerated in writing and payment by Engineer is specifically stated in Engineer’s scope of services for the Work.

D. PROFESSIONAL STANDARD OF CARE: Engineer’s services will be performed in accordance with the generally accepted practices, skill and care normally rendered by professional engineers in firms like Engineer’s, and providing similar services at the same time, in the same locale, and under like circumstances. No warranty or guarantee, express or implied, is included or intended by this Agreement with respect to the performance of professional services. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties.

E. INFORMATION PROVIDED BY OTHERS and ELECTRONIC MEDIA: Client shall assist Engineer by placing at his disposal all documents, drawings, reports, and other existing information available to Client and Client’s consultants and subcontractors that will assist Engineer in the performance of the basic services being provided by Engineer, and Engineer shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Engineer to assure the accuracy, completeness and sufficiency of information provided by others, either because, for example, it is impossible to independently verify within Engineer’s scope of work, or because of reasonably undetectable errors or omissions of others that may have occurred in assembling



## GENERAL TERMS AND CONDITIONS

such information. Accordingly, Engineer will conduct the research that in its professional opinion is necessary and will provide the requested services in a manner consistent with Engineer's professional standard of care for same or similar projects. Client recognizes, however, that the information upon which the Engineer relies may contain errors or may be incomplete. Client agrees to waive all claims and causes of action against Engineer, and anyone for whom Engineer may be legally liable, for damages arising out of Engineer's use of such information provided by Client or obtained from others, upon which Engineer shall rely while providing the scope of services contained in this Agreement. **ELECTRONIC MEDIA:** Engineer agrees, upon request, to provide materials to Client stored electronically. At Engineer's option, unless specifically agreed to the contrary, such materials will be provided in PDF format. Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to alteration, either intentional or otherwise, due to, for example, transmission, conversion, media degradation, software error or human alteration. Engineer makes no warranties, either express or implied, regarding the fitness or suitability of material transmitted via electronic media. Client agrees such material shall not be used, in whole or in part, for any project other than that for which they were created. Client agrees to waive any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of material submitted via electronic media. Documents that may be relied upon by Client as definitive are limited to those that are hand-sealed by Engineer.

F. **OWNERSHIP OF DATA AND DOCUMENTS:** Client acknowledges all Work Product, including, without limitation, documents, drawings, specifications, estimates, field notes, and other data and all processes including scientific, technological, software, and other concepts, whether or not patentable, created, prepared or furnished under this Agreement by Engineer or by Engineer's independent contractors and consultants pursuant to this Agreement, are *instruments of service* in respect of the project and they are, and they shall remain, the property of Engineer whether or not the project is completed. Upon completion of all Work hereunder, and Engineer's receipt of payment in full for all such Work, and without additional consideration from Client, Engineer grants to Client perpetual, irrevocable, fully paid-up, transferable, sublicensable, license rights to Work Product including, without limitation, *project plans or specifications prepared for and under this Agreement. Engineer's completion of the Work and payment in full of all money due to Engineer hereunder shall be conditions precedent to such transfer. Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any improper, unlicensed and/or unauthorized reuse or modification of the Work Product by the Client or any person or entity that acquires or obtains Work Product, including without limitation, the plans and specifications from or through Client without the written authorization of Engineer.*

G. **INDEMNIFICATION:** Engineer and Client agree, subject to liability limiting provisions elsewhere in this Agreement, to indemnify and hold harmless, the other, its Members, managers, directors, officers, employees, and affiliates from and against legal liability for claims, losses, damages, or liability of any other sort, including reasonable attorney's fees (together, "Claims") to the extent such Claims are legally determined to be caused by their negligent acts, errors or omissions in their performance under this Agreement. In the event any such Claims are legally determined to be caused by the joint or concurrent negligence of Engineer and Client, Claims shall be borne by each party in proportion to its own negligence under comparative fault principles. No duty to defend is hereby created nor any costs of defense are hereby assumed by this indemnity provision and Parties explicitly waive such duty and costs under this Agreement. Causes of action arising out of Engineer's services or this Agreement, regardless of cause or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Engineer's substantial completion of services on the project. ***In all cases, Engineer's indemnification shall be limited to the extent of the liabilities specifically assumed by Engineer within this Agreement and only as respects professional services performed by Engineer.***

H. **JOBSITE SAFETY:** Engineer will not be responsible, nor assume any liability, for any acts or errors or omissions of Client or any of Client's sub-contractors, agents or employees or any other persons (except Engineer's own

## GENERAL TERMS AND CONDITIONS

employees) at the Work site or otherwise performing Client's work. If Engineer's scope of Work includes the performance of services during the construction phase of a project, it is understood that the purpose of such services, including visits to the site, is to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as a design professional. Neither the professional activities of Engineer, nor the presence of Engineer or its employees at the construction site, shall relieve Client of its obligations, duties and responsibilities included in, or necessary to complete, the Work. ***In no event shall Engineer be responsible, in any way whatsoever, for construction means, methods, sequence, techniques or procedures necessary for performing, superintending or managing, in any way, construction aspects of the Work.*** Engineer and its personnel shall have no authority to exercise any control over Client's construction, or that of Client's subcontractors or other entities or their employees (such individuals and entities, together, "Construction Personnel") in connection with Client's Work or any related health or safety programs or procedures. The Client agrees that Construction Personnel shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in Client's agreements with Construction Personnel. Client also agrees that Client, Engineer and Engineer's sub-consultants, if any, shall be indemnified by Construction Personnel and named additional insured under their policies of general liability insurance.

I. **ADDITIONAL/EXCLUDED SERVICES:** This Agreement is a non-exclusive contract. Engineer may refuse additional work from Client and accept work from others. Client agrees to pay Engineer as compensation for all extra or additional services not specifically covered in the Agreement's scope of services. Services resulting from significant changes in general scope of the underlying project, or its design, shall be considered permitted, additional Work, including but not limited to changes in size, complexity, assumptions, Client's schedule, or character of construction, and revising previously accepted studies, reports, design documents or contract documents when any such revisions are due to causes beyond Engineer's control. **EXCLUDED SERVICES** The following services, unless specifically included, are here specifically *excluded* from the Work: land title, ownership and/or tract and lien searches; structural calculations; services involved in the design of improvements lying outside of the Project Limits. Engineer shall perform excluded services only upon written request and agreement. Absent written agreement to the contrary, such additional or excluded services shall be performed on a time and material basis, at Engineer's then current Standard Hourly Rates with expenses passed through to Client at actual cost plus ten percent (10%). **Hazardous Materials** - *Nothing in this Agreement shall be construed as providing any type of service relating to an assessment of the presence or absence of oil, asbestos, radioactive materials or any other hazardous material and/or environmental contaminants which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of such materials.*

J. **TERMINATION:** Client may, at any time, suspend further work by Engineer, or Client or Engineer may, with or without cause, terminate the Agreement at any time upon thirty (30) day's written notice to the other party. Client agrees to compensate Engineer for all services performed prior to the effective date of suspension or termination, together with reimbursable expenses including, if any, sub-contractors, sub-consultants and vendors. No deductions or Client offsets shall be made from Engineer's compensation unless by prior written agreement between Client and Engineer, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party. Engineer shall forward specifications, drawings and documents relating to the services provided in this Agreement to Client upon payment in full of all monies due Engineer under this Agreement. If Engineer for any reason does not complete all of the services contemplated by this Agreement, Engineer cannot be responsible for the accuracy, completeness or workability of project documents prepared by Engineer if used, changed or completed by the Owner, Client or by another party. *Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by Engineer.*

K. **LIMITATION OF LIABILITY:** To the maximum extent permitted by law, Client agrees to limit Engineer's liability for Engineer's acts, errors, or omissions under this Agreement such that the total aggregate liability of Engineer

## **GENERAL TERMS AND CONDITIONS**

hereunder shall not exceed the total compensation paid to Engineer under the applicable Task Authorization giving rise to such claim; provided, however, with respect to losses covered by policies of insurance Engineer is required to obtain and maintain hereunder, the limitation of liability shall be the actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss. Further, it is agreed and understood that this limitation of liability is the sole and exclusive remedy available to Client for any damages and/or losses arising from Engineer's services. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

### **L. MISCELLANEOUS PROVISIONS:**

1. FORCE MAJEURE: Any delays in or failure of performance by Engineer shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of Engineer, including but not limited to: Acts of God or the public enemy; compliance with any order of any governmental authority; changes in law; act of war, sabotage or damage resulting there from; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; *delays in permitting*; or any other causes which are beyond the reasonable control of Engineer. 2. INTERPRETATION: The parties acknowledge and agree the terms and conditions of this Agreement, including but not limited to those relating to allocation of, releases from, exclusions against and limitation of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief and knowledge, and such advice as they chose to receive from their own legal counsel, and they have not been influenced by any representation or statement made by any other party or its legal counsel. *No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision.* In the event that any portion or all of this agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to amend the commercial and other terms of the Agreement in order to effect the intent of the parties as set forth in this Agreement. The parties agree to look solely to each other with respect to performance of this Agreement. The provisions of this agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitation of or released from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration. 3. ENTIRE AGREEMENT: This Agreement, and without limitation, any Exhibits, addenda, applicable Task Authorizations, Purchase Orders, Change Orders Requisitions and other such similar "Work Requests", constitute the entire Agreement between Client and Engineer, superseding all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Work hereunder. In the event of conflict and/or ambiguity between any provision of this Agreement and, without limitation, that contained in any Work Request, proposal, contract, requisition, notice to proceed, or any other Project document, this Agreement, and within this Agreement these General Terms and Conditions, shall take precedence and prevail in enforcement and or clarification. No other representations of any kind, oral or otherwise, have been made. Client and Engineer bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other part, in respect to all covenants of this Agreement; except as above, Client shall not assign, sublet or transfer its interest in this Agreement without the written consent of Engineer. *Nothing herein shall be construed as creating any personal liability on the part of any owner, member, officer, employee, or agent of Engineer or Client that may be a part hereto,* nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client or Engineer. 4. DISPUTE RESOLUTION: All claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement (together, "Disputes") shall be submitted first to members of each Party's senior management team who shall attempt, in good faith, to settle such Party differences to a mutually beneficial outcome. These attempts failing, all such Disputes shall be submitted to formal Mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association. This failing, either Party may submit all or any part of such Dispute(s) for judgement to any court of proper venue and jurisdiction as agreed hereunder. Any legal

### **GENERAL TERMS AND CONDITIONS**

action by either party against the other for any Dispute(s), cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the applicable standard of care, however denominated, shall be barred two (2) years from the day after completion of Engineer's services hereunder. 5. GOVERNING LAW/VENUE: This Agreement shall be governed and construed in accordance with the laws of the state of Oklahoma. Client hereby irrevocably consents and submits to the jurisdiction of any State Court of Oklahoma, or the United States District Court for the Northern District of Oklahoma and waives any and all objections that it may have to Washington County venue or the issuance of service of process in any such proceedings. 6. ATTORNEY FEES, COSTS AND EXPENSE: In the event either Engineer or Client shall institute any action or proceeding against the other relating to performance under, or the enforcement of, this Agreement, any provision hereof, or any default hereunder, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses. 7. SEVERABILITY: Every paragraph, part, term or provision of this Agreement is severable from another. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect. The parties further agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. 8. SURVIVAL: These terms and conditions, including, without limitation, any expressed limitation of or release from liability, shall survive the completion of Work or termination of this Agreement and shall remain in full force and effect. 9. ASSIGNMENT: Client may not assign rights, duties and liabilities under this Agreement without prior written consent of Engineer. 10. SOLICITATION OF EMPLOYMENT: Neither party shall, during the term of this Agreement or for a period of one hundred and eighty (180) days thereafter, directly or indirectly for itself or on behalf of, or in conjunction with, any other person, partnership, corporation, business or organization, solicit, hire, contract with or engage the employment of an employee of the other, unless that party has obtained the written consent of the other to such hiring and that party pays to the other reasonable compensation for disruption to the other's business and the other's cost to replace the lost employee.

END GENERAL TERMS AND CONDITIONS

*US5219101*

**GENERAL TERMS AND CONDITIONS**  
**APPENDIX 1**

**ADDITIONAL PROVISIONS**

**INSURANCE REQUIREMENTS**

During the performance of any Work under this Agreement, Engineer shall provide and maintain in effect insurance coverage as set forth below:

*WORKERS COMPENSATION*

With statutory limits, as required by the state in which the Work is to be performed, and employer's liability insurance with limits of one million dollars (\$1,000,000.00) per occurrence.

*COMMERCIAL GENERAL LIABILITY*

Providing bodily injury, broad-form property damage, premises/operations and personal injury/advertising injury with a combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) per project or location aggregate.

*AUTOMOBILE LIABILITY*

For owned, non-owned, rented, leased and hired autos with a combined single limit for bodily injury and property damage of one million dollars (\$1,000,000.00) per occurrence.

*EXCESS OR UMBRELLA LIABILITY*

Written on a follow-form umbrella basis above the general liability, auto liability and employer's liability, with a combined single limit of three million dollars (\$3,000,000.00) per occurrence and per project or per location aggregate. These limits apply in excess of each of the above-mentioned policies.

*PROFESSIONAL LIABILITY*

If this Agreement involves or includes Engineer providing or performing design, engineering, consulting, or any professional service, Engineer shall have professional liability insurance with a combined single limit of two million dollars (\$2,000,000.00) per claim/two million dollars (\$2,000,000.00) annual aggregate.

*CLIENTS POLLUTION LIABILITY*

If Engineer's Work involves or includes geotechnical, subsurface or underground work, drilling or boring, handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Engineer shall maintain pollution liability insurance with a combined single limit of two million dollars (\$2,000,000.00) per occurrence/aggregate.

ADDITIONAL INSURED.

Client shall be named as an additional insured in each of Engineers liability policies required under this Agreement, except worker's compensation, professional liability and employer's liability pursuant and subject to ISO Form CG 20 10 12 19 (ongoing operations) and, if applicable, CG 20 37 12 19 (completed operations), or equivalent forms for coverages other than Commercial General Liability, to the extent that the loss or claim in question is caused by the Engineer's negligence in its operations in and during the performance of the Work, and to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Engineer under this Agreement, it being the express intent and understanding of the Parties that, up to specified limits, additional insured status is provided hereunder as a support to performance of Engineer's expressly assumed, covered indemnity obligations hereunder.

WAIVER OF SUBROGATION.

Waiver of Subrogation provided where and to the extent permitted by law and to the extent of Engineer's expressly assumed indemnity obligations hereunder, and except to the extent any loss, claim, damage, etc. is caused by the negligence, recklessness or willful misconduct of any party indemnified hereunder by Engineer.

INSURANCE TO BE PRIMARY.

To the extent of the indemnity obligations expressly assumed by each party hereunder, each party agrees that all insurance policies required under this Agreement of such indemnifying party shall be primary to the other party's insurance and the other party's insurance shall likewise be non-contributing

EVIDENCE OF INSURANCE.

Engineer shall provide evidence of the required insurance coverage with a Certificate of Insurance upon request.



Revised Proposal Submittal  
to  
The City of Bartlesville, OK  
for  
Phase 1 Lead Service Line Inventory

UTILITY  
INFRASTRUCTURE  
SOLUTIONS

**hbk**  
ENGINEERING

A QUANTA SERVICES COMPANY

Submitted by:  
HBK Engineering, LLC  
LCRR Program Management Team  
Tulsa, OK

January 25, 2024



Mr. Terry Lauritsen, P.E.  
Director of Water Utilities  
The City of Bartlesville  
401 S. Johnstone Ave.  
Bartlesville, OK 74003

January 25, 2024

**Re: Revised Proposal Submittal for Phase 1 Lead Service Line Inventory Services**

Mr. Lauritsen,

Thank you very much for providing clarifications as to the Scope of Work for which the City of Bartlesville will require assistance. We are pleased to submit our revised proposal for *Phase 1 Lead Service Line Inventory Services*.

The pricing components of this revised proposal include the following modifications to the proposed Scope of Services:

**Scope Item 1** Public Records Review - No Scope Change.

**Scope Item 2** In-Field Verification by Visual Inspection – The removal of the entire Scope.

**Scope Item 3** Replacement Planning – The removal of Items 3B – 3G

**Scope Item 4** Project Mgt. and Administrative Assistance – The removal of Items 4A – 4C.

When you get a moment, please let me know that the modifications made to the proposal reflect the expected changes that you have requested. The itemized pricing and total proposal costs are included on the following pages for your review and approval.

We look forward to hearing from you.

Sincerely,  
For HBK ENGINEERING, LLC

Harry J. Mason  
Program Lead – LCRR Program Compliance  
[h.mason@hbkengeering.com](mailto:h.mason@hbkengeering.com)  
Mobile: (312) 771-0094

## Revised Pricing.

### **Stage 1 Public Records Review (Scope Item 1). No Scope Change.**

The three primary components of the Public Records Review shall include the following:

#### Confirmation of Bartlesville Ordinances

- Ordinances and provisions for Lead Water Service Lines bans
- Ordinances and provisions for the use of Galvanized Water Service Lines

#### Preliminary Records Review (Building Codes, Maps, Other)

- Construction Records
- Building Codes
- As-Built and Record Drawings
- System Maps
- Specifications from Previous Projects
- Construction Contracts

#### Examination of Public Records

- Construction Permits
- Meter or Service Line Replacements
- Meter Service Data

### **Scope Item 1: Public Records Review and Analyses (Est'd. Duration of 4 weeks)**

Estimated Service Lines to be Completed: **16,720**

UOM: EA

Unit Price: \$1.69

Total Price Scope Item 1: **\$28,256.80**

### **Replacement Planning (Scope Item 3). Removal of 3B – 3G.**

#### **3A. Strategy Development for Determining Material Composition/Lead Status (Unknown Lines)**

The HBK Team proposes to develop a specific strategy based on the most-efficient methods in making final confirmation of all unknown service line materials. As a key deliverable for a comprehensive LSLI Inventory, the strategy will include the methods by which the identification and material composition are conclusively determined and classified into the current categories defined for regulatory reporting:

- Total count of services lines within system
- Total count of service lines inventoried
- Total number of lead service lines
- Total number of non-lead service lines
- Total number of Galvanized service lines needing replacement
- \*Service Lines of Unknown Material Origin

We propose to investigate and make final determination of materials of unknown origin through the application of the *AWWA (Water Science) Suggested Stepwise Service Line Identification Approach*, as defined in the Scope of Services Bid Item 1- Records Review of this response.



Our project team will endeavor to validate material composition of as many service lines as possible in Stages 1 and 2 of the investigation process, in order to minimize the amount of exploratory excavation required in Stage 3. Our Strategy will include specific means and methods by which the material investigation will avoid prolonging the established project schedule and enabling continued linear progress.

We would further propose that the strategy be reviewed by Bartlesville's project team for the purpose of ensuring that the strategic approach meets the expectations of the project team and that the strategy contains the specific contents that the City desires.

**Scope Item 3: Replacement Planning – Item 3A (Est'd. Duration of 1 Week)**

Estimated Service Lines to be Completed: N/A

UOM: Lump Sum

Total Price Scope Item 3A: **\$8,060.00**

**Project Mgt. and Administrative Assistance (Scope Item 4). Removal of 4A – 4C.**

**4D. Creation and Management of Comprehensive GIS Management**

In addition to the *Final Compliance Deliverables* required by the Oklahoma DEQ, our project team will complete the following record documents:

- GIS and As-Built hardcopy documentation, and
- Comprehensive data collected, reporting data results, and all for decision-making formulations and results for LCRR replacement method(s) via the Project GIS System, with data georeferenced to and assigned real-world coordinates and accompanied by comprehensive descriptive metadata.
- Other documentation as required by the City of Bartlesville

Our proposed HBK GIS Lead will coordinate with Bartlesville to assist, plan, and conduct training on utilizing GIS mapping. Assistance and training will be specific to the City's needs and will cover topics to include, but not limited to:

- Navigating the GIS System
- Accessing data for mapping creation
- Data storage
- Preference settings
- Updates, monitoring, and reporting

As noted in our Approach to Inventory, the HBK LCRR GIS Compliance System will be made available to the City of Bartlesville, should the City opt to utilize the system.

**Scope Item 4D. Creation and Mgmt. of Comprehensive GIS Management (Duration of Phase 1)**

Estimated Service Lines to be Completed: **16,720**

UOM: Lump Sum

Total Price Scope Item 4D: **\$30,960.00**

#### 4E. Preparation and Submission of Oklahoma DEQ Lead Service Line Inventory

Based on validated site inventories, our team will provide the Final Compliance Deliverable for the Oklahoma Department of Environmental Quality..

Final compliance includes the comprehensive collection and organization of the required data, inventory status, values, and replacement planning information in support of the submittal.

At the City of Bartlesville's approval, the HBK project team proposes to develop, organize, and prepare all sections of the submittals for City's review and approval prior to submittal:

- Classifying Service Lines
- PWS Information
- Inventory Methods
- Inventory Summary
- Detailed Inventory
- Public Accessibility Documentation
- State Checklist

**Scope Item 4E:** Preparation & Submittal of ODEQ LSL Inventory (Est'd. Duration of 2 Weeks)

Based on the Number of Service Lines to be Completed: **16,720**

UOM: Lump Sum

Total Price Scope Item 4E: **\$6,336.00**

**Total Proposal Price: \$73,612.80**

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

Approval of a professional service contract with Murray GeoConsulting LLC, for Monitoring and Reporting of Constituents of Emerging Concern (CEC) for the Wastewater Treatment Plant Indirect Potable Reuse pilot plant study.

*Attachments:*

*Professional Service Agreement*

**II. STAFF COMMENTS AND ANALYSIS**

The proposed wastewater treatment plant expansion includes an indirect water reuse component, which provides additional treatment before water is pumped and discharged into the Caney River upstream of the raw water intake in Johnstone Park, to supplement the water within the river. Though the City has studied and tested this indirect potable reuse concept, which facilitated the Oklahoma Department of Environmental Quality's (ODEQ) permitting of new a discharge location as well as the pipeline and pump station to move the treated water to this new discharge location, ODEQ regulations requires a pilot plant study to demonstrate performance of this treatment. In late 2023 and January 2024, the City has approved several contracts to facilitate this pilot plant study, which starts on February 12. Another component of the pilot plant study will be to test for Contaminants of Emerging Concern (CEC), which are a group of synthetic or naturally occurring chemicals that are not currently regulated under the Clean Water Act or Safe Drinking Water Act. These CEC's include prescription and nonprescription drugs, home care products, antibiotics, industrial and household products, hormones, endocrine disrupters and engineered nanomaterials. In 2018, the City contracted with Kyle Murray to perform a similar CEC study as part of the water reuse investigation. Due to Mr. Murray's experience in CEC testing and the City's proposed water reuse project, City staff requested a proposal from Mr. Murray for CEC testing in conjunction with the pilot plant study, which is attached. The cost of the requested services is \$20,700. These services do not include the lab analysis, which will be contracted directly the testing labs.

**III. BUDGET IMPACT**

Funding for the professional services will be through the Wastewater Capital Reserve Fund, which has \$1,563,862.20 available. The proposed contract (\$20,700) is within the available budget for the project.

**IV. RECOMMENDED ACTION**

Staff recommends approval of the contract with Murray GeoConsulting LLC for \$20,700,

# CONSULTING AGREEMENT AND CONTRACT

This Agreement is entered into by and between Murray GeoConsulting, LLC (“MGC”) and the City of Bartlesville ('Sponsor"), collectively, the "Parties".

## ARTICLE 1 PROJECT AND PRINCIPAL INVESTIGATOR

MGC will conduct the work, based on Proposal “*Monitoring and Reporting Plan for Constituents of Emerging Concern (CEC)*”, dated *January 29, 2024*, attached (**Attachment 1**) with Dr. Kyle E. Murray acting as the Principal Investigator.

## ARTICLE 2 PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from **02/01/2024** to **07/31/2024**.

## ARTICLE 3 TASKS AND DELIVERABLES

Tasks include 1) developing a comprehensive/practical list of CEC to monitor; 2) providing a CEC sampling, testing, and reporting plan; 3) conducting effluent sampling and coordinating CEC analyses with a third-party laboratory; and 4) summarizing and reporting findings. MGC will prepare a brief project update email after analytical results are received from Feb, Mar, and Apr sampling events. A letter report will be prepared after analytical results of the fourth (May) sampling event are received.

## ARTICLE 4 COMPENSATION

**4.1** As consideration for the performance by MGC of its obligations under this Agreement, Sponsor will pay MGC’s monthly invoices for a total amount not to exceed **\$20,700**. Cost estimates are provided herein **Attachment 1**. Additional expenses must be pre-authorized by Sponsor.

**4.2** Continuing effect of the Agreement. The Parties agree that the terms of this Agreement shall remain in effect until otherwise Amended.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**MURRAY GEOCONSULTING, LLC**

**SPONSOR**

**By:**



**By:**

**Print Name:** Kyle E. Murray, Ph.D.

**Print Name:** Dale Copeland

**Title:** Principal Scientist

**Title:** Mayor

**Date:** Jan 30, 2024

**Date:**



January 29, 2024

Terry Lauritsen, P.E.  
Director of Water Utilities  
401 S. Johnstone Ave.  
City of Bartlesville, OK 74003

Dear Mr. Lauritsen,

I am pleased to submit a proposal titled “Monitoring and Reporting Plan for Constituents of Emerging Concern (CEC)” in support of the City of Bartlesville’s water reuse pilot plant study.

This proposal, from Murray GeoConsulting (MGC), will assist the City of Bartlesville and S2 Engineering PLLC by:

- 1) developing a comprehensive/practical list of CEC to monitor;
- 2) providing a CEC sampling, testing, and reporting plan;
- 3) conducting effluent sampling and coordinating CEC analyses with a third-party laboratory;  
and
- 4) summarizing and reporting findings.

In the following sections, MGC provides 1) some background, 2) a baseline surrogate list of CEC to analyze/monitor from ODEQ (2019), 3) methodology, 4) and proposed deliverables, timeframe, and budget.

**BACKGROUND:** As stated in Codification of the 2018 Oklahoma Legislature TITLE 252. Department of Environmental Quality CHAPTER 628. Indirect Potable Reuse Appendix A “Planned water reuse is in the public interest and requires that municipal wastewater be treated sufficiently to meet the intended level of reuse. Constituents of Emerging Concern (CEC) are a group of synthetic or naturally occurring chemicals that are not currently regulated under the Clean Water Act (CWA) or Safe Drinking Water Act (SDWA) and are not commonly monitored in the environment. These constituents are to be evaluated in indirect potable reuse (IPR) source water treatment. Examples of CECs are chemicals in the following categories: prescription and nonprescription drugs, home care products, veterinary and human antibiotics, industrial and household products, sex and steroidal hormones, other endocrine disrupters, and engineered nanomaterials. Selected constituents may be surrogates for a broader list of constituents for use in evaluating overall levels in treated IPR Source Water or for reservoir evaluation.”

Dr. Murray’s previous work with the Central Oklahoma Master Conservancy District (COMCD) involved sampling Lake Thunderbird and analyzing for about 100 CEC using Eurofins Eaton Analytical (Eurofins) laboratory (Murray, 2017). Dr. Murray also sampled (in Mar 2018, Jul 2018, Dec 2018, and Oct 2019) water from the drinking water supply system and the wastewater treatment plant (WWTP) effluent in the City of Bartlesville and analyzed for the same suite of CEC using Eurofins. In the COMCD and Bartlesville projects, we organized the CEC into one of three broad groups 1) industrials, 2) pesticides, or 3) pharmaceuticals and personal care products

(PPCPs) with “Hormones” being an important sub-class of PPCPs. Some CEC, “Other Compounds”, are consumables that do not fit conveniently into one of the other groups but may enter the freshwater environment and pose an ecological hazard at elevated concentrations (Murray and others, 2010).

**LIST OF CONSTITUENTS OF EMERGING CONCERN (CEC):** Baseline Surrogate CEC were listed in Table 1 of a draft DEQ White Paper titled “Monitoring, Evaluating, and Controlling Synthetic Constituents of Emerging Concern (CEC’s) for Indirect Potable Reuse (IPR) in Oklahoma” (ODEQ, 2019). Based on a preliminary quote from Eurofins, 30 out of the 35 CEC in Table 1 can be quantified with one of eight methods. In addition to the 30 CEC in Table 1 an additional 360+ CEC will be analyzed with the quoted Methods 521.1, 522\_PREC, 524.2\_Pres\_PREC, 525.2\_PREC., 533, LCMS\_PPCP\_POS, LCMS\_PPCP\_NEG, and LCMS\_Narcotics.

*Table 1 List of Baseline Surrogate CEC from ODEQ (2019) white paper and based on Drewes et al (2018) report.*

Number	CEC	CAS Number	Eurofins Method	Compound Class	Drewes et al (2018) Benchmark (ng/L)
1	1,1,1,2-Tetrachloroethane	630-20-6	524.2_Pres_PREC	Volatile Organic Compound (VOC)	570
2	1,2,3-Trichloropropane (1,2,3-TCP)	96-18-4	524.2_Pres_PREC	Volatile Organic Compound (VOC)	5
3	1,4-Dioxane	123-91-1	522_PREC	Dioxane	1,000
4	17β-estradiol	50-28-2	LCMS_PPCP_NEG	PPCP	0.5
5	2,6-Dinitrotoluene	606-20-2	525.2_PREC	SemiVolatile Organic Compound (SVOC)	50
6	4,4'-DDE	72-55-9	525.2_PREC	SemiVolatile Organic Compound (SVOC)	46
7	4,4'-DDT	50-29-3	525.2_PREC	SemiVolatile Organic Compound (SVOC)	230
8	5-Methyl-1H-benzotriazole, wu	136-85-6	TBD		7
9	Acyclovir, w,f<0.2um	59277-89-3	TBD		300
10	Amoxicillin (semi-quantitative)	26787-78-0	LCMS_PPCP_POS	PPCP	1,500
11	Atenolol	29122-68-7	LCMS_PPCP_POS	PPCP	4,000
12	Azithromycin	83905-01-5	LCMS_PPCP_POS	PPCP	3,900
13	Caffeine	58-08-2	LCMS_PPCP_POS	PPCP	350
14	Carbamazepine	298-46-4	LCMS_PPCP_POS	PPCP	1,000
15	Cholesterol, wu	57-88-5	TBD		7,000
16	Diclofenac	15307-86-5	LCMS_PPCP_NEG	PPCP	1,800
17	Dieldrin, wu	60 57 1	525.2_PREC	SemiVolatile Organic Compound (SVOC)	30
18	Diethylstilbestrol	56-53-1	LCMS_PPCP_NEG	PPCP	0.051
19	Dilantin (Phenytoin)	57-41-0	LCMS_PPCP_NEG	PPCP	2,000
20	Estrone	53-16-7	LCMS_PPCP_NEG	PPCP	350
21	Hydrocodone, wu	125-29-1	LCMS_Narcotics	Narcotics	700
22	Iohexal	66108-95-0	LCMS_PPCP_NEG	PPCP	720,000
23	N-nitrosodiethylamine (NDEA)	55-18-5	521.1	Nitrosoamines	10
24	N-Nitroso-dimethylamine (NDMA)	62-75-9	521.1	Nitrosoamines	10
25	N-nitrosodi-n-propylamine (NDPA)	621-64-7	521.1	Nitrosoamines	10
26	N-nitrosomorpholine (NMOR)	59-89-2	521.1	Nitrosoamines	12
27	Oxycodone, wu	76-42-6	LCMS_Narcotics	Narcotics	200
28	Perfluorooctane sulfonate (PFOS)	1763-23-1	533	Per- and Poly- fluorinated Compound	70
29	Perfluorooctanoic acid (PFOA)	335-67-1	533	Per- and Poly- fluorinated Compound	70
30	Phenobarbital, wu	50-06-6	TBD		300
31	Phenytoin, wu	57-41-0	LCMS_PPCP_NEG	PPCP	2,000
32	Quinoline	91-22-5	LCMS_PPCP_POS	PPCP	10
33	Temazepam, w,f <0.2um	846-50-4	TBD		800
34	Toluene	108-88-3	524.2_Pres_PREC	Volatile Organic Compound (VOC)	110,000
35	Triclosan	3380-34-5	LCMS_PPCP_NEG	PPCP	350
			TBD	To Be Determined	

**Refine list of CEC with Eurofins:** Because the eight analytical methods and list of 400+ CEC provided by Eurofins did not include all CEC in Table 1, we have requested additional methods and cost estimates for analyses of the remaining five (5) CEC that are listed as TBD in Table 1.

**Refine list of CEC with ODEQ:** After refining the list of CEC with Eurofins, then MGC will contact ODEQ to get some “approval” that we have done our due diligence and will analyze as many as possible of the 35 Baseline Surrogate CEC from the ODEQ (2019) White Paper Table 1.

**METHODOLOGY:** CEC are often present at parts per trillion (ppt) or ng/L concentrations, so it is critical for the field crew/staff collecting the samples to prevent contamination by avoiding PPCPs and dermal contact with sampling equipment. Sampling precautions include (a) Wear powderless nitrile gloves at all times, during sampling and processing. Change to clean gloves with each change in activity to avoid potential glove contamination. (b) Avoid touching or even breathing into the samples and/or equipment. (c) Avoid direct contact between themselves (including clothing) and the sample, sampling device, and processing equipment. Clothing is a source of detergents, fragrances, and fire retardants, so (d) on the day of sampling activities, avoid contact with or consumption of products containing compounds of interest. Because contact with or consumption of these products is unavoidable, collection of equipment blanks are used as a measure of any contamination resulting from equipment, sampling procedure, or field crew.

**Field Methodology:**

- Arrive at City of Bartlesville WWTP
- Access sample points with assistance from WWTP staff
- Collect necessary volumes of effluent into sterilized glass sample containers
- Pour samples into Eurofins provided sample containers analytical work
- Complete chain of custody form
- Pack and express ship preserved and cooled (4–6°C) water sample bottles from Bartlesville to the designated EUROFINS lab

**Laboratory Methodology:**

- Analyze 30 CEC from Table 1 of this proposal, which represents 30 out of 35 CEC in the ODEQ (2019) White Paper Table 1 and additional 360+ CEC included with the following Eurofins quoted modified EPA and customized analytical methods:
  - Nitrosamines EPA 521.1
  - Dioxane EPA 522\_PREC
  - VOCs EPA 524.2\_Pres\_PREC
  - SVOCs EPA 525.2\_PREC
  - Per- and Poly- fluorinated EPA 533
  - PPCPs/EDCs/Hormones-ESI-POS LCMS-PPCP-NEG
  - PPCPs/EDCs/Hormones-ESI-NEG LCMS-PPCP-POS
  - Narcotics LCMS\_Narcotics
- Analyze, if possible, the remaining five (5) CEC (listed as TBD method in Table 1) and anticipated 50+ additional CEC included in forthcoming Eurofins or other lab quoted analytical methods



- Report concentrations and method reporting limits for all CEC

### **Summarize and Report Findings:**

- Evaluate concentrations of CEC
- Tabulate concentrations of 400+ CEC and method reporting limits (MRL)
- Compare CEC concentrations to MCLs and water reuse standards
- Write project report

### **PROPOSED DELIVERABLES, TIMEFRAME, AND BUDGET:**

**Deliverables:** MGC will prepare a brief project update email after analytical results are received from Feb, Mar, and Apr sampling events. A letter report will be prepared after analytical results of the fourth (May) sampling event are received.

**Timeframe:** The proposed project performance period is Feb 2024 to Jul 2024.

**Budget:** The total estimated budget is \$98,700 with a budget of \$20,700 for Murray GeoConsulting, LLC to facilitate all sampling and reporting during the pilot test, and \$78,000 for analytical costs to be paid to Eurofins directly by the City of Bartlesville. Budget category breakdown is shown in Table 2, with Eurofins analytical costs estimated to be \$3900 per sample. MGC is still awaiting a quote for the remaining five (5) CEC shown as TBD in Table 1.

Table 2 Budget breakdown for project proposal, pending analytical costs for TBD methods for CEC in Table 1, light green cells are added together for total estimated costs in medium green cells

Category	Estimated itemized expenditures			Estimated Budget
Personnel	18 days between Feb 2024 to Jul 2024			\$ 18,000
Travel	4 days of field sampling events (round trips between Norman and Bartlesville)			\$ 1,500
Supplies	sample bottles, field instruments, calibration solutions, distilled water, towels, decontamination wipes, personal protective equipment (PPE), ice, ziplocs, packing tape			\$ 200
Other Expenses	overnight FedEx shipping (4 shipments at \$150 per package)			\$ 1,000
<b>Total Estimated Murray GeoConsulting Costs</b>				<b>\$ 20,700</b>
Category	Estimated itemized expenditures			Estimated Budget
Lab/Contract	analytical costs based on quote from Eurofins	<b>Test Description</b>	<b>Method</b>	<b>Unit \$</b>
		SVOC	525.2_PREC	\$ 300
		Dioxane	522_PREC	\$ 175
		VOCs	524.2_Pres_PREC	\$ 125
		SVOCs	525.2_PREC	\$ 300
		Per- and Poly- fluorinated	EPA 533	\$ 325
		PPCPs/EDCs/Hormones-ESI-NEG	LCMS-PPCP-NEG	\$ 600
		PPCPs/EDCs/Hormones-ESI-POS	LCMS-PPCP-POS	\$ 600
		Narcotics	LCMS_Narcotics	\$ 475
		5 TBD CEC from Table 1	TBD	\$ 1,000
	number of samples (Feb, Mar, Apr, May 2024):	20	<b>total per sample</b>	\$ 3,900
<b>Total Estimated Eurofins Costs</b>				<b>\$ 78,000</b>
<b>Total Estimated Combined Costs</b>				<b>\$ 98,700</b>

**SUMMARY:** MGC proposes the project “Monitoring and Reporting Plan for Constituents of Emerging Concern (CEC)” to E2 Engineering PLLC and the City of Bartlesville in support of the City of Bartlesville’s water reuse pilot plant study. A project performance period of Feb 2024 to Jul 2024 and a total budget of \$20,700 is requested to collect five effluent samples per sampling event in the months of Feb, Mar, Apr, and May 2024.

The proposed project will give the City of Bartlesville a practical list of CEC to monitor as part of ongoing water reuse implementation. Because the list of CEC monitored in the proposed project will be refined and coordinated for “buy in” by ODEQ, the list should be acceptable for long-term monitoring during a full-scale water reuse project.

I thank you for the opportunity to present this unique and novel project to S2 Engineering PLLC and the City of Bartlesville. Please let me know if you want to discuss and refine the proposed scope of work.

Thank you.

Sincerely,



Kyle E. Murray, Ph.D.  
Principal Scientist  
Murray GeoConsulting, LLC

**REFERENCES:**

Drewes, J.E., Anderson, P., Denslow, N., Jakubowski, W., Olivieri, A., Schlenk, D., Snyder, S., (2018) Monitoring Strategies for Constituents of Emerging Concern (CECs) in Recycled Water: Recommendations of a Science Advisory Panel Convened by the State Water Resources Control Board, SCCWRP Technical Report 1032, p. 155.

Murray, K.E., Thomas, S.M., Bodour, A.A. (2010) Prioritizing research for trace pollutants and emerging contaminants in the freshwater environment. Environmental Pollution 158, 3462-3471.

Murray, K.E., (2017) Final Report of: Lake Thunderbird CEC Study. Oklahoma Geological Survey, University of Oklahoma, Norman, OK, p. 21.

ODEQ (2019) Monitoring, Evaluating, and Controlling Synthetic Constituents of Emerging Concern (CEC's) for Indirect Potable Reuse (IPR) in Oklahoma. A DEQ White Paper, 9.

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

Approval of a professional service contract with Eurofins and potentially other laboratory services to test for Constituents of Emerging Concern (CEC) for the Wastewater Treatment Plant Indirect Potable Reuse pilot plant study.

*Attachments:*

*Murray GeoConsulting Proposal*

**II. STAFF COMMENTS AND ANALYSIS**

In conjunction with proposal from Murray GeoConsulting, laboratory services are required to test samples taken during the pilot study for Constituents of Emerging Concern (CEC). Due to Eurofins experience in testing for CEC's – they performed the testing from the City's 2018 CEC study – a proposal was requested. The initial scope provided by Eurofins did not include 5 of the CEC's recommended by the Oklahoma Department of Environmental Quality for Indirect Potable Reuse. We are in discussion with Eurofins to determine if they have the ability to test for these remaining constituents, if not, then another lab will be solicited to provide the balance of these services. The needed laboratory services for the pilot study will test for over 400 CECs. The estimated cost based on the Eurofins initial proposal is \$78,000. However, additional laboratory services are needed to test for the balance of the CECs needed for the study. Staff is requesting Council to approve and authorize the mayor to execute a contract with Eurofins and potentially other laboratory services needed to test the intended CEC's. The overall budget for the laboratory services is \$100,000.

**III. BUDGET IMPACT**

Funding for the professional services will be through the Wastewater Capital Reserve Fund, which has \$1,563,862.20 available. The budget for the laboratory services (\$100,000) is within the available budget for the project.

**IV. RECOMMENDED ACTION**

Staff recommends Council approval for the mayor to execute a contract with Eurofins and potentially other laboratory services for CEC testing not to exceed \$100,000.



January 29, 2024

Terry Lauritsen, P.E.  
Director of Water Utilities  
401 S. Johnstone Ave.  
City of Bartlesville, OK 74003

Dear Mr. Lauritsen,

I am pleased to submit a proposal titled “Monitoring and Reporting Plan for Constituents of Emerging Concern (CEC)” in support of the City of Bartlesville’s water reuse pilot plant study.

This proposal, from Murray GeoConsulting (MGC), will assist the City of Bartlesville and S2 Engineering PLLC by:

- 1) developing a comprehensive/practical list of CEC to monitor;
- 2) providing a CEC sampling, testing, and reporting plan;
- 3) conducting effluent sampling and coordinating CEC analyses with a third-party laboratory;  
and
- 4) summarizing and reporting findings.

In the following sections, MGC provides 1) some background, 2) a baseline surrogate list of CEC to analyze/monitor from ODEQ (2019), 3) methodology, 4) and proposed deliverables, timeframe, and budget.

**BACKGROUND:** As stated in Codification of the 2018 Oklahoma Legislature TITLE 252. Department of Environmental Quality CHAPTER 628. Indirect Potable Reuse Appendix A “Planned water reuse is in the public interest and requires that municipal wastewater be treated sufficiently to meet the intended level of reuse. Constituents of Emerging Concern (CEC) are a group of synthetic or naturally occurring chemicals that are not currently regulated under the Clean Water Act (CWA) or Safe Drinking Water Act (SDWA) and are not commonly monitored in the environment. These constituents are to be evaluated in indirect potable reuse (IPR) source water treatment. Examples of CECs are chemicals in the following categories: prescription and nonprescription drugs, home care products, veterinary and human antibiotics, industrial and household products, sex and steroidal hormones, other endocrine disrupters, and engineered nanomaterials. Selected constituents may be surrogates for a broader list of constituents for use in evaluating overall levels in treated IPR Source Water or for reservoir evaluation.”

Dr. Murray’s previous work with the Central Oklahoma Master Conservancy District (COMCD) involved sampling Lake Thunderbird and analyzing for about 100 CEC using Eurofins Eaton Analytical (Eurofins) laboratory (Murray, 2017). Dr. Murray also sampled (in Mar 2018, Jul 2018, Dec 2018, and Oct 2019) water from the drinking water supply system and the wastewater treatment plant (WWTP) effluent in the City of Bartlesville and analyzed for the same suite of CEC using Eurofins. In the COMCD and Bartlesville projects, we organized the CEC into one of three broad groups 1) industrials, 2) pesticides, or 3) pharmaceuticals and personal care products

(PPCPs) with “Hormones” being an important sub-class of PPCPs. Some CEC, “Other Compounds”, are consumables that do not fit conveniently into one of the other groups but may enter the freshwater environment and pose an ecological hazard at elevated concentrations (Murray and others, 2010).

**LIST OF CONSTITUENTS OF EMERGING CONCERN (CEC):** Baseline Surrogate CEC were listed in Table 1 of a draft DEQ White Paper titled “Monitoring, Evaluating, and Controlling Synthetic Constituents of Emerging Concern (CEC’s) for Indirect Potable Reuse (IPR) in Oklahoma” (ODEQ, 2019). Based on a preliminary quote from Eurofins, 30 out of the 35 CEC in Table 1 can be quantified with one of eight methods. In addition to the 30 CEC in Table 1 an additional 360+ CEC will be analyzed with the quoted Methods 521.1, 522\_PREC, 524.2\_Pres\_PREC, 525.2\_PREC., 533, LCMS\_PPCP\_POS, LCMS\_PPCP\_NEG, and LCMS\_Narcotics.

*Table 1 List of Baseline Surrogate CEC from ODEQ (2019) white paper and based on Drewes et al (2018) report.*

Number	CEC	CAS Number	Eurofins Method	Compound Class	Drewes et al (2018) Benchmark (ng/L)
1	1,1,1,2-Tetrachloroethane	630-20-6	524.2_Pres_PREC	Volatile Organic Compound (VOC)	570
2	1,2,3-Trichloropropane (1,2,3-TCP)	96-18-4	524.2_Pres_PREC	Volatile Organic Compound (VOC)	5
3	1,4-Dioxane	123-91-1	522_PREC	Dioxane	1,000
4	17β-estradiol	50-28-2	LCMS_PPCP_NEG	PPCP	0.5
5	2,6-Dinitrotoluene	606-20-2	525.2_PREC	SemiVolatile Organic Compound (SVOC)	50
6	4,4'-DDE	72-55-9	525.2_PREC	SemiVolatile Organic Compound (SVOC)	46
7	4,4'-DDT	50-29-3	525.2_PREC	SemiVolatile Organic Compound (SVOC)	230
8	5-Methyl-1H-benzotriazole, wu	136-85-6	TBD		7
9	Acyclovir, w,f<0.2um	59277-89-3	TBD		300
10	Amoxicillin (semi-quantitative)	26787-78-0	LCMS_PPCP_POS	PPCP	1,500
11	Atenolol	29122-68-7	LCMS_PPCP_POS	PPCP	4,000
12	Azithromycin	83905-01-5	LCMS_PPCP_POS	PPCP	3,900
13	Caffeine	58-08-2	LCMS_PPCP_POS	PPCP	350
14	Carbamazepine	298-46-4	LCMS_PPCP_POS	PPCP	1,000
15	Cholesterol, wu	57-88-5	TBD		7,000
16	Diclofenac	15307-86-5	LCMS_PPCP_NEG	PPCP	1,800
17	Dieldrin, wu	60 57 1	525.2_PREC	SemiVolatile Organic Compound (SVOC)	30
18	Diethylstilbestrol	56-53-1	LCMS_PPCP_NEG	PPCP	0.051
19	Dilantin (Phenytoin)	57-41-0	LCMS_PPCP_NEG	PPCP	2,000
20	Estrone	53-16-7	LCMS_PPCP_NEG	PPCP	350
21	Hydrocodone, wu	125-29-1	LCMS_Narcotics	Narcotics	700
22	Iohexal	66108-95-0	LCMS_PPCP_NEG	PPCP	720,000
23	N-nitrosodiethylamine (NDEA)	55-18-5	521.1	Nitrosoamines	10
24	N-Nitroso-dimethylamine (NDMA)	62-75-9	521.1	Nitrosoamines	10
25	N-nitrosodi-n-propylamine (NDPA)	621-64-7	521.1	Nitrosoamines	10
26	N-nitrosomorpholine (NMOR)	59-89-2	521.1	Nitrosoamines	12
27	Oxycodone, wu	76-42-6	LCMS_Narcotics	Narcotics	200
28	Perfluorooctane sulfonate (PFOS)	1763-23-1	533	Per- and Poly- fluorinated Compound	70
29	Perfluorooctanoic acid (PFOA)	335-67-1	533	Per- and Poly- fluorinated Compound	70
30	Phenobarbital, wu	50-06-6	TBD		300
31	Phenytoin, wu	57-41-0	LCMS_PPCP_NEG	PPCP	2,000
32	Quinoline	91-22-5	LCMS_PPCP_POS	PPCP	10
33	Temazepam, w,f <0.2um	846-50-4	TBD		800
34	Toluene	108-88-3	524.2_Pres_PREC	Volatile Organic Compound (VOC)	110,000
35	Triclosan	3380-34-5	LCMS_PPCP_NEG	PPCP	350
			TBD	To Be Determined	

**Refine list of CEC with Eurofins:** Because the eight analytical methods and list of 400+ CEC provided by Eurofins did not include all CEC in Table 1, we have requested additional methods and cost estimates for analyses of the remaining five (5) CEC that are listed as TBD in Table 1.

**Refine list of CEC with ODEQ:** After refining the list of CEC with Eurofins, then MGC will contact ODEQ to get some “approval” that we have done our due diligence and will analyze as many as possible of the 35 Baseline Surrogate CEC from the ODEQ (2019) White Paper Table 1.

**METHODOLOGY:** CEC are often present at parts per trillion (ppt) or ng/L concentrations, so it is critical for the field crew/staff collecting the samples to prevent contamination by avoiding PPCPs and dermal contact with sampling equipment. Sampling precautions include (a) Wear powderless nitrile gloves at all times, during sampling and processing. Change to clean gloves with each change in activity to avoid potential glove contamination. (b) Avoid touching or even breathing into the samples and/or equipment. (c) Avoid direct contact between themselves (including clothing) and the sample, sampling device, and processing equipment. Clothing is a source of detergents, fragrances, and fire retardants, so (d) on the day of sampling activities, avoid contact with or consumption of products containing compounds of interest. Because contact with or consumption of these products is unavoidable, collection of equipment blanks are used as a measure of any contamination resulting from equipment, sampling procedure, or field crew.

**Field Methodology:**

- Arrive at City of Bartlesville WWTP
- Access sample points with assistance from WWTP staff
- Collect necessary volumes of effluent into sterilized glass sample containers
- Pour samples into Eurofins provided sample containers analytical work
- Complete chain of custody form
- Pack and express ship preserved and cooled (4–6°C) water sample bottles from Bartlesville to the designated EUROFINS lab

**Laboratory Methodology:**

- Analyze 30 CEC from Table 1 of this proposal, which represents 30 out of 35 CEC in the ODEQ (2019) White Paper Table 1 and additional 360+ CEC included with the following Eurofins quoted modified EPA and customized analytical methods:
  - Nitrosamines EPA 521.1
  - Dioxane EPA 522\_PREC
  - VOCs EPA 524.2\_Pres\_PREC
  - SVOCs EPA 525.2\_PREC
  - Per- and Poly- fluorinated EPA 533
  - PPCPs/EDCs/Hormones-ESI-POS LCMS-PPCP-NEG
  - PPCPs/EDCs/Hormones-ESI-NEG LCMS-PPCP-POS
  - Narcotics LCMS\_Narcotics
- Analyze, if possible, the remaining five (5) CEC (listed as TBD method in Table 1) and anticipated 50+ additional CEC included in forthcoming Eurofins or other lab quoted analytical methods

- Report concentrations and method reporting limits for all CEC

**Summarize and Report Findings:**

- Evaluate concentrations of CEC
- Tabulate concentrations of 400+ CEC and method reporting limits (MRL)
- Compare CEC concentrations to MCLs and water reuse standards
- Write project report

**PROPOSED DELIVERABLES, TIMEFRAME, AND BUDGET:**

**Deliverables:** MGC will prepare a brief project update email after analytical results are received from Feb, Mar, and Apr sampling events. A letter report will be prepared after analytical results of the fourth (May) sampling event are received.

**Timeframe:** The proposed project performance period is Feb 2024 to Jul 2024.

**Budget:** The total estimated budget is \$98,700 with a budget of \$20,700 for Murray GeoConsulting, LLC to facilitate all sampling and reporting during the pilot test, and \$78,000 for analytical costs to be paid to Eurofins directly by the City of Bartlesville. Budget category breakdown is shown in Table 2, with Eurofins analytical costs estimated to be \$3900 per sample. MGC is still awaiting a quote for the remaining five (5) CEC shown as TBD in Table 1.



Table 2 Budget breakdown for project proposal, pending analytical costs for TBD methods for CEC in Table 1, light green cells are added together for total estimated costs in medium green cells

Category	Estimated itemized expenditures			Estimated Budget
Personnel	18 days between Feb 2024 to Jul 2024			\$ 18,000
Travel	4 days of field sampling events (round trips between Norman and Bartlesville)			\$ 1,500
Supplies	sample bottles, field instruments, calibration solutions, distilled water, towels, decontamination wipes, personal protective equipment (PPE), ice, ziplocs, packing tape			\$ 200
Other Expenses	overnight FedEx shipping (4 shipments at \$150 per package)			\$ 1,000
<b>Total Estimated Murray GeoConsulting Costs</b>				<b>\$ 20,700</b>
Category	Estimated itemized expenditures			Estimated Budget
Lab/Contract	analytical costs based on quote from Eurofins	<b>Test Description</b>	<b>Method</b>	<b>Unit \$</b>
		SVOC	525.2_PREC	\$ 300
		Dioxane	522_PREC	\$ 175
		VOCs	524.2_Pres_PREC	\$ 125
		SVOCs	525.2_PREC	\$ 300
		Per- and Poly- fluorinated	EPA 533	\$ 325
		PPCPs/EDCs/Hormones-ESI-NEG	LCMS-PPCP-NEG	\$ 600
		PPCPs/EDCs/Hormones-ESI-POS	LCMS-PPCP-POS	\$ 600
		Narcotics	LCMS_Narcotics	\$ 475
		5 TBD CEC from Table 1	TBD	\$ 1,000
	number of samples (Feb, Mar, Apr, May 2024):	20	<b>total per sample</b>	\$ 3,900
<b>Total Estimated Eurofins Costs</b>				<b>\$ 78,000</b>
<b>Total Estimated Combined Costs</b>				<b>\$ 98,700</b>

**SUMMARY:** MGC proposes the project “Monitoring and Reporting Plan for Constituents of Emerging Concern (CEC)” to E2 Engineering PLLC and the City of Bartlesville in support of the City of Bartlesville’s water reuse pilot plant study. A project performance period of Feb 2024 to Jul 2024 and a total budget of \$20,700 is requested to collect five effluent samples per sampling event in the months of Feb, Mar, Apr, and May 2024.

The proposed project will give the City of Bartlesville a practical list of CEC to monitor as part of ongoing water reuse implementation. Because the list of CEC monitored in the proposed project will be refined and coordinated for “buy in” by ODEQ, the list should be acceptable for long-term monitoring during a full-scale water reuse project.

I thank you for the opportunity to present this unique and novel project to S2 Engineering PLLC and the City of Bartlesville. Please let me know if you want to discuss and refine the proposed scope of work.

Thank you.

Sincerely,



Kyle E. Murray, Ph.D.  
Principal Scientist  
Murray GeoConsulting, LLC

**REFERENCES:**

Drewes, J.E., Anderson, P., Denslow, N., Jakubowski, W., Olivieri, A., Schlenk, D., Snyder, S., (2018) Monitoring Strategies for Constituents of Emerging Concern (CECs) in Recycled Water: Recommendations of a Science Advisory Panel Convened by the State Water Resources Control Board, SCCWRP Technical Report 1032, p. 155.

Murray, K.E., Thomas, S.M., Bodour, A.A. (2010) Prioritizing research for trace pollutants and emerging contaminants in the freshwater environment. Environmental Pollution 158, 3462-3471.

Murray, K.E., (2017) Final Report of: Lake Thunderbird CEC Study. Oklahoma Geological Survey, University of Oklahoma, Norman, OK, p. 21.

ODEQ (2019) Monitoring, Evaluating, and Controlling Synthetic Constituents of Emerging Concern (CEC's) for Indirect Potable Reuse (IPR) in Oklahoma. A DEQ White Paper, 9.

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

Discuss and take action to update our agreement with the Local Government Testing Consortium.

Attachments:

Local Government Testing Consortium – Updated Member Agreement

**II. STAFF COMMENTS AND ANALYSIS**

On December 18, 1995, the City of Bartlesville entered into an agreement with Local Government Testing Consortium (LGTC) which is a group that provides Federal Department of Transportation (DOT) and Non-Department of Transportation drug and alcohol testing for municipalities.

The LGTC group generates the random testing pool and comes onsite to administer the random drug and alcohol tests for all applicable City of Bartlesville employees that meet the Substance Abuse Policy guidelines. They provide the City with test result reports, report violations and offer supervisor training to those that are a part of their program.

This program has worked well for the City for many years. It has helped the City to not only stay compliant but also to allow for a third party to generate the random testing pools. City Council already approved this document at the May 1, 2023 meeting but since the company has recently taken on new leadership, a new contract is necessary. The contents of the agreement have not changed since the approval in May 2023.

The agreement was resent to Jess Kane for review.

**III. BUDGET IMPACT**

The testing fee per person is remaining the same at \$45.00. There are no changes to the budget.

**IV. RECOMMENDED ACTION**

Staff recommends approval and execution of updated agreement with LGTC.

TO: LGTC MEMBERS

FROM: Fred Behringer  
LGTC Program Administrator

SUBJECT: Updated Agreement for Federal DOT & Non-DOT Drug/Alcohol Testing

In 1993, the Oklahoma legislature passed the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. § 551 *et seq.* to allow employers to perform drug and alcohol testing of its employees under certain circumstances.

Several years ago, the U.S. Department of Transportation expanded the rules for drug and alcohol testing to include all holders of Commercial Drivers Licenses who operate vehicles of more than 26,000 pounds. For additional information, you can refer to the U.S. Code Title 49 CRF.

**Membership in the Local Government Testing Consortium (LGTC), provides:**

1. Participation in a Drug & Alcohol program that meets all Oklahoma & US DOT program requirements for the testing process and donor privacy.
2. Random test generation and administration.
3. Materials, in person classes and/or digital media for required supervisor training.
4. On-Site collection of specimens for drug testing.
5. On-Site testing for alcohol.
6. Email result reports available as well as reports of any violations.
7. Medical Review Officer review of all positive results and confidential contact with the donor of a positive collection for drug use.
8. All-inclusive billing – billed annually or semi-annually.
9. After hours emergency response, if necessary.

LOCAL GOVERNMENT TESTING CONSORTIUM  
SUBSTANCE ABUSE PREVENTION PROGRAM

**Consortium Member Agreement**

This agreement is entered into this 5<sup>th</sup> day of February, 2024 between the Local Government Testing Consortium (LGTC) and the City of Bartlesville (MEMBER).

LGTC and the MEMBER agree as follows:

LGTC and MEMBER will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing, 40 O.S. § 551 *et seq.*

To comply with the requirements for alcohol and controlled substances testing programs for commercial drivers as set out at 49 CFR Part 382 (the Regulations), the MEMBER will establish a "Substance Abuse Prevention Program" (SAPP) and comply with the requirements of this agreement.

**Definitions:**

**Classification** – The proper designation of all covered employees (i.e. DOT, Non-DOT and Safety Sensitive) as set forth in the state law under the Oklahoma Standards for Workplace Drug and Alcohol Testing Act 40 O.S. §554 *et seq* and the Oklahoma Medical Marijuana and Patient Protection Act 63 O.S. §427.8 *et seq.*

**Covered Employees** – employees who work for the MEMBER and are covered by the MEMBER's Substance Abuse Prevention Program (SAPP).

**Designated Employer Representative (DER)** – Appointed by the MEMBER, this individual is responsible for ensuring compliance with 49 CFR Part 382 and/or 40 O.S. §551 *et seq* in the administration of the MEMBER's Substance Abuse Prevention Program (SAPP). The DER is the only person with whom LGTC will discuss or release confidential information.

**LGTC Testing Specialist** – Individual employed or contracted by LGTC to perform substance testing and/or collections in accordance with 49 CFR Part 382 and/or 40 O.S. §551 *et seq.* A Testing Specialist may be a duly assigned employee, or contractor, of a medical clinic, hospital or doctor's office through its agreement with LGTC.

**Substance Abuse Prevention Program (SAPP)** – a program established by the MEMBER that complies with all aspects of 49 CFR Part 382 and/or 40 O.S. §551 *et seq.* The SAPP documentation will identify LGTC as the SAPP's testing resource.

**Supervisor** – a MEMBER employee who has supervisory responsibilities of individuals whom the MEMBER has designated as participants in the MEMBER's SAPP.

**Program Year** – recognized as the Calendar Year, January through December.

**LGTC RESPONSIBILITIES:**

1. LGTC will perform all duties necessary in the operation of the consortium, including arranging for services of a Department of Health & Human Services (DHHS)-certified drug testing laboratory and a certified Medical Review Officer (MRO).
2. LGTC will provide regular training opportunities for DER's and SUPERVISORS and ensure SAPP training videos are available and updated as needed.
3. Provide organizational binders to assist in the record keeping of the DER for MEMBERS that are subject to Annual Corporation Commission Audits.
4. In the event a specialty test is requested by the DER that requires an LGTC collection, round trip mileage will be charged at the current IRS rate, in addition to the stated specialty test fee.
5. LGTC will make a reasonable attempt to arrange for local specimen collection site, when unable to complete on-site testing.

**MEMBER RESPONSIBILITIES:**

6. MEMBER will appoint a Designated Employer Representative (DER). The DER is responsible for ensuring the MEMBER's Substance Abuse Prevention Program complies with 49 CFR Part 382 and/or 40 O.S. §551 *et seq.*
7. MEMBER will appoint an alternate DER to coordinate random testing in the event the DER is unavailable.

**8. DER RESPONSIBILITIES:**

- a. Annually, complete DER training provided by LGTC. Training covers DER responsibilities to include who could be covered by the SAPP, records retention and reporting requirements.
- b. Watch LGTC training videos once in a twelve (12) month period.
- c. Register with the U.S. Department of Transportation (DOT) if the MEMBER has employees that must meet DOT standards (ex: CDL requirements). Registration provides the DER with notification of DOT updates and regulations. It is the DER's responsibility to ensure the MEMBER's SAPP is in compliance with all applicable regulations.
- d. Properly classify covered employees as DOT, Non-DOT or Safety Sensitive. Please refer to "Classification" under the Definitions section of this document for additional information.

- e. For purposes of random testing, the MEMBER shall ensure that the random pool list provided to LGTC by the MEMBER meets the definition of safety sensitive as defined in 40 O.S. §554 and 63 O.S. §427.8. LGTC has no way to verify whether each employee qualifies as safety sensitive and will not be held liable for testing employees who do not meet the definition of safety sensitive.
- f. Provide LGTC with a list of employees enrolled in the MEMBER's SAPP upon request for random testing purposes. Employee information should include name, driver's license number and classification. The information should be provided in an Excel spreadsheet.
- g. Establish a testing location that meets the needs of the testing to occur (urine sampling and/or breath analysis).
- h. Maintain all records of drug and alcohol testing and results. Such records must be available for review by appropriate regulatory bodies upon request. Further such records must be secured as confidential personnel records.

**9. SUPERVISOR RESPONSIBILITIES:**

- a. Annually, attend *Recognizing Substance Abuse in the Workplace* training.
10. The Program is offered by LGTC as a service to its members, but responsibility for compliance with State and Federal law and regulations remains with the MEMBER.

**FEES:**

11. MEMBER will pay to LGTC the fees set out in the attached consortium fee schedule. Fees may be reviewed and revised by LGTC and can be set up on a one pay or two payments per year plan for the Consortium fee, and specialty bills and mileage will be invoiced after service is provided.

**AGREEMENT PERIOD:**

12. This Agreement shall remain in force and in effect until terminated by one of the parties or until such time as federal regulations under which this agreement is executed are no longer applicable.

**CANCELLATION OF MEMBERSHIP:**

13. LGTC or the MEMBER may terminate this agreement with a ninety (90) day written notice, due to, but not limited to, failure to pay the required fees or failure to comply with the provisions of the Program or the Regulations.
14. Failure to comply with the requirements of this agreement will result in the MEMBER's removal from the testing pool and program.

WITNESS this 5<sup>th</sup> day of February, 2024.

City of Bartlesville / Dale Copeland  
MEMBER

LOCAL GOVERNMENT  
TESTING CONSORTIUM

\_\_\_\_\_  
Signature

Mayor  
\_\_\_\_\_  
Title

02-05-2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Consortium Fee Schedule

The following fees apply for services performed under the LGTC Consortium Member Agreement.

1. **Initial Fee.** Each new MEMBER is assessed a setup fee of one hundred dollars (\$100) for the initial program year.
2. **Random Drug and Alcohol Testing Fee.** A random drug and alcohol testing fee of forty-five dollars (\$45) per program year is assessed for each covered employee subject to random drug and alcohol testing. This covers local collection by LGTC as well as testing.
3. **Additional Drug Testing Fee.** A fee of fifty dollars (\$50) is assessed for each specialty test (i.e. pre-employment, post-accident, reasonable suspicion, return to duty and follow-up drug test).
4. **Mileage.** In the event a specialty test is requested by the MEMBER that requires an LGTC collection, round trip mileage will be charged at the current IRS rate, in addition to the stated specialty test fee.



### Registration Form

## Local Government Testing Consortium (LGTC)

Name of Entity: City of Bartlesville  
 Address: 4010 S. Johnstone Avenue  
Bartlesville, OK 74003  
 Telephone: 918-338-4221  
 Fax: 918-338-4279  
~~Chief Executive Officer:~~ City Manager Mike Bailey  
 Chief Financial Officer: Jason Muninger

Persons to contact when employees are scheduled for drug/alcohol testing and to receive results:

**Primary** Designated Employer Representative (DER): Laura Sanders  
 Phone Number: 918-338-4277 or 020-330-3935  
 Email: ljsanders @cityofbartlesville.org Secure:  Yes or No  
 Contact Fax: 918-338-4279 Secure:  Yes or No

Person to contact when Primary DER is not available:

**Alternate** Designated Employer Representative (DER): Robin Betts  
 Phone Number: 918-338-4261  
 Email: rlbetts @cityofbartlesville.org Secure:  Yes or No  
 Alternate Contact Fax: 918-338-4279 Secure:  Yes or No  
 Allowed to Receive Results:  Yes or No

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

Discuss and take possible action to approve a contract with Artesian Bottleless Water for a water dispenser and service at Adams Golf Course.

Attachments: Contract

**II. STAFF COMMENTS AND ANALYSIS**

This service will provide a water dispenser and water for customers at the Golf Course, free of charge. The \$50 per month lease will include maintenance of the dispenser in addition to the water.

**III. BUDGET IMPACT**

The lease is \$50 per month/\$600 per year.

**IV. RECOMMENDED ACTION**

Approve the lease with Artesian Bottleless Water for the Adams Golf Course.



Customer Satisfaction Guarantee

This warranty covers all water purification systems serviced by Artesian Bottleless Water per the attached rental agreement. If repairs cannot be made, Artesian Bottleless Water will replace the equipment with another model of equal or greater capabilities at no additional cost to the customer.

In the event that the customer becomes aware that the equipment does not meet minimum performance standards, customer agrees to notify Artesian Bottleless Water in writing within ten (10) business days of first knowledge of unsatisfactory performance. Artesian Bottleless Water shall have five (5) business days to correct the specified problem. In the event the specified problem is not corrected, as provided herein, customer shall be issued a check from Artesian Bottleless Water equal to the amount of one month's rental payment per non-performing system.

Artesian Bottleless Water will provide all service and support for the system(s) during the entire rental period to include service calls, parts, and labor. Service calls unrelated to equipment malfunction will be billable. Our Purity Assurance Program will strictly follow manufacturer guidelines for filter change intervals and Preventative Maintenance. The first set of filters are no charge. Filters will be invoiced separately at time of replacement thereafter.

Customer agrees to provide normal care for the unit(s). Damage to the water purification unit(s) outside of normal wear and tear and/or attempts to move the unit(s) or to alter their performance, may void the warranty.

Artesian Bottleless Water Statement of Assurance

Artesian Bottleless Water is committed to providing its customers with quality equipment, quality service and quality drinking water. If for any reason you are not satisfied with the performance of your equipment, please contact Artesian Bottleless Water directly for prompt assistance.

**Customer**

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

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

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

**Artesian Bottleless Water Representative**

Signature: Jessica RedCoen

Print Name: Jessica RedCoen

Date: 1/29/2024

Reference # \_\_\_\_\_



DISTRIBUTOR:  
**Artesian Bottleless Water**  
 7402 E 90<sup>th</sup> Street  
 Indianapolis, IN 46256  
**(877) 370-4999**



Customer Name: City of Bartlesville dba Adam Municipal Golf Course

### DELIVERY AND ACCEPTANCE CERTIFICATE

Customer and Distributor certify that all Equipment described in the Rental Agreement has been delivered and properly installed according to the Rental Agreement. Customer acknowledges that the Equipment is in good condition and is performing satisfactorily. Customer hereby accepts the equipment unconditionally and irrevocably in accordance with the Rental Agreement and understands that invoicing will commence upon receipt of this Certificate showing execution by Customer. Distributor acknowledges its obligation to provide maintenance services in accordance with any maintenance agreement separately entered into between Distributor and Customer.

x

_____	_____	_____	_____
Customer (Authorized Signature)	Name (Print)	Title	Date
<u>Jessica Redcom</u>	<u>Jessica Redcom</u>	<u>Acct Exec</u>	<u>1/29/24</u>
Distributor (Authorized Signature)	Name (Print)	Title	Date

MODEL	SERIAL #
<u>i12</u>	<u>21056123082200025</u>

**Statement of Assurance**

Distributor is committed to providing you with quality equipment, quality service and quality drinking water. If for any reason you are not satisfied with the performance of your equipment or the level of service provided, please contact us directly for prompt assistance.

Reference Number \_\_\_\_\_ (for internal use only)

v. 12/01/2021



DISTRIBUTOR:  
**Artesian Bottleless Water**  
 7402 E 90<sup>th</sup> Street  
 Indianapolis, IN 46256  
**(877) 370-4999**



CUSTOMER INFORMATION		BILLING INFORMATION (if different)	
Company Full Legal Name: <i>City of Bartlesville dba Adam Municipal Golf Course</i>		Company Name:	
Contact: <i>Jerry Benedict</i>	Phone #: <i>(918) 331-3900</i>	Billing Contact:	Phone #:
Contact Email: <i>jerry.benedict@rocketmail.com</i>	Mobile #:	Billing Contact Email:	Mobile #:
Equipment Location Address: <i>5801 Tuxedo Blvd</i>		Billing Address:	
City, State, Zip: <i>Bartlesville, OK 74006</i>		City, State, Zip:	
Company Email:	TIN#: <i>37-5247863</i>	Billing Email:	P.O.#:
Org Type: <input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other _____ State incorporated/organized: _____			

RENTAL TERM	MONTHLY PAYMENT	BILLING FREQ./TYPE	SPECIAL INSTRUCTIONS
<i>24 mths</i> <del>60</del> mos.	\$ <i>50.00</i> (plus taxes)	<input type="checkbox"/> Quarterly <input type="checkbox"/> Check <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> ACH	First set of filters no charge. Purchase consumables thereafter as needed.

EQUIPMENT SCHEDULE	ACCOUNT SETUP FEES
<i>112</i>	Installation Fee \$ <i>1</i> / Unit = \$ <i>100.00</i>
	Other Fees* = \$ _____
	* _____

**Agreed and Accepted by:**

**Customer:**

\_\_\_\_\_ Authorized Signature \_\_\_\_\_ Name Printed

\_\_\_\_\_ Title \_\_\_\_\_ Date

**Distributor:**

*Jessica RedCom* \_\_\_\_\_ *Jessica RedCom* \_\_\_\_\_ *1/29/24*  
 Signature Title Date

Customer acknowledges having read and understood all of the terms of this Rental Agreement, including page 2 hereof, and agrees to be bound by all of the terms herein upon execution of this Rental Agreement.

### Customer Payment Preferences

Thank you for choosing your Pure Water System. Please tell us how you prefer to pay your invoices.

Customer Name: City of Bartlesville dba Adam Municipal Golf Course

Transaction Number: \_\_\_\_\_  new  renewal  rewrite  refi  dealer buyout

**Payables Department Information:**

Payables Contact Name: Jerry Benedict

Billing address: 5801 Tuxedo Blvd Bartlesville, Ok 74006

Phone: (918) 331-3900 Email: jerrybenedict@rocketmail.com

**Are You Tax Exempt?**  No  Yes If Yes, please attach completed tax exemption certificate.

**Vendor Form:** Do you require the completion of a Vendor Form?  No  Yes If Yes, please provide Vendor Form.

**Payment Method:**

- Recurring ACH** (standard) Pure Water Partners will contact you for banking information.
- Check** - \$3.00 processing fee applies
- ACH Payments** – Direct Deposit to Pure Water Partners.  
If you would like to set up automatic payment into our bank account, please check this option and we will send you our banking information
- Credit Card/Debit Card/eCheck** – processing fees will apply

**Invoicing Preference:**  Email (Email address for invoices) jerrybenedict@rocketmail.com

**Payment Inquiry Email:** SAME

**Invoice Capture /Portal**  No  Yes (provide portal name or ICS email) \_\_\_\_\_

**Is a PO# required on invoices?**  No  Yes PO \_\_\_\_\_

Trans Number: \_\_\_\_\_ Dealership: \_\_\_\_\_  
Account Rep: \_\_\_\_\_

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

Arvest Wealth Management Client advisory Form

Attachments:

Client Advisory Fee Change form

**II. STAFF COMMENTS AND ANALYSIS**

The City of Bartlesville has had its investment assets managed by Arvest Asset Management for well over the past ten years. In 2018 the platform in which these assets were held needed to be changed since they contained a mixture of General Obligation Bond proceeds. Due to the timing of talks and the beginning of COVID these talks were pushed back. The Fee increase is .075% going from a .125% to a .2%.

**III. BUDGET IMPACT**

There is no budgetary impact as these fees are blended with our interest returns, however the additional cost or revenue reduction is estimated to be around 30K.

**IV. RECOMMENDED ACTION**

Staff Recommends approval of the Client Advisory Form.

# Client Advisory Fee Change Form



**Account Number:**

**SSN/Tax ID:**

WAA-310815	73-6005079
------------	------------

**Account Title:**

CITY OF BARTLESVILLE

**Client Advisory Fee Change Relevant to the following Program, Manager and Portfolio:**

IMG CORE FIXED INCOME

New Client Advisory Fee*	Current Client Advisory Fee* (Being Replaced)
\$0 - \$250,000: .20 %	\$0 - \$250,000: .125 %
\$250,000.01 - \$1,000,000: .20 %	\$250,000.01 - \$1,000,000: .125 %
Over \$1,000,000: .20 %	Over \$1,000,000: .125 %

\*Client Advisor Fees listed above are "Blended", meaning for each breakpoint achieved, the accompanying rate is charged for assets within the breakpoint's range. The Client Advisor Fees in each breakpoint's range are then added, or blended, together.

**Disclosure:**

Client(s) is currently enrolled in a wrap fee investment advisory program in which the Client pays one bundled annual fee (the "Client Advisory Fee") to compensate AWM and Portfolio Managers for their services and to pay the brokerage transaction execution and custody and clearing costs associated with transactions in their noted advisory account. Client agrees to pay the Client Advisory Fee associated with the Program in the manner described within their most recently executed Arvest Wealth Management Wrap Fee Program Advisory Agreement. **Per your AWM Wrap Fee Advisory Agreement, In the event of a Client Advisory Fee change, the Client Advisory Fee change will take effect at the beginning of the calendar quarter that is at least (30) days after AWM has notified the Client in writing of such Client Advisory Fee change.** Please consult your Advisory Agreement for additional information details in regard to fees and fee processing.

The "Change a Program, Manager and/or Portfolio" form is also required in instances where the client is changing their current advisory portfolio/model to a different portfolio/model.

Client(s) is executing this document to approve a change to their current Client Advisory Fee associated with the account and specific Program, Manager and Portfolio noted above.

**Client Signature** \_\_\_\_\_

**Client Name (Print)** CITY OF BARTLESVILLE - Jason Muninger

**Date** \_\_\_\_\_

**Co-Holder Signature** \_\_\_\_\_

**Co-Holder Name (Print)** MICHAEL BAILEY & DALE COPELAND

**Date** \_\_\_\_\_

**If not the named client, please provide the capacity in which you are executing this authorization:**

OFFICERS: JASON MUNINGER, MIKE BAILEY & DALE COPELAND

**Client Advisor Signature** \_\_\_\_\_

**Print Name** SUZANNE DUHON

PLEASE EMAIL THIS FORM TO

AWMArvest1@arvest.com

FORM GENERATED ON: 12/08/2023 - 17:12PM EST

Revised 03-17-2020



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

A contract for collection services Between the City of Bartlesville and Purdue, Brandon, Fielder, Collins, & Mott LLP.

Attachments:

Contract for collection services Between the City of Bartlesville and Purdue, Brandon, Fielder, Collins, & Mott LLP.

**II. STAFF COMMENTS AND ANALYSIS**

For Several Years the City has utilized Linbarger for collection efforts. The city wishes to go in a different route for future collection efforts. Purdue, Brandon, Fielder, Collins, & Mott LLP do the collection efforts for the majority of our larger local cities, such as Tulsa, Broken Arrow, and Edmond as well as many others throughout the state. They are very well recommended by these entities.

They offer a much better client relationship then our current collection company and also have a more robust reporting component in which we are currently missing.

This will be mostly utilized for Utility Billing debts, and Court Fines and fees, but is only limited by the City. As with most collection companies The City pays no cost and Purdue claims the state maximum of 35% that is tacked on to the amounts owed.

**III. BUDGET IMPACT**

There is no budgetary impact.

**IV. RECOMMENDED ACTION**

Staff Recommends approval of the contract for Collection efforts with Purdue, Brandon, Fielder, Collins, & Mott LLP.

## CONTRACT FOR COLLECTION SERVICES

THIS CONTRACT, hereinafter called "Contract", is made and entered into by and between the city of **Bartlesville, Oklahoma** acting herein by and through its governing body, hereinafter called "City", and **Perdue, Brandon, Fielder, Collins & Mott, L.L.P.**, hereinafter called "Perdue".

WHEREAS: City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fees and fines, delinquent utility accounts and other receivables due to City. In addition to court fees and fines, City shall determine what other receivables it would like collected pursuant to this contract and shall forward them to Perdue. Perdue shall review those receivables and determine if Perdue has the capability and desire to collect them. This contract shall cover any and all receivables owed to the City so that if the City should decide to send receivables other than court fees and fines to Perdue, an amendment to this contract will not be necessary. This collection shall be made pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, City and Perdue agree as follows:

### SECTION I. CITY'S COLLECTION OBLIGATIONS

A. City agrees to refer all delinquent accounts that City deems necessary to Perdue for collection. City shall refer all delinquent accounts by electronic or magnetic medium, or in any other way that is most favorable to City and Perdue. All delinquent accounts must be in a specified format that will allow Perdue to process the account data.

B. An account is considered delinquent when not paid within thirty (30) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fees and fines that are subject to this Contract.

### SECTION II. PERDUE'S COLLECTION OBLIGATIONS

A. Perdue agrees to refer all payments and correspondence directly to the court that has assessed or levied the fees and fines being collected pursuant to this Contract. Upon return of any accounts to the Court, neither party will have any obligation to the other party to this Contract.

B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the City and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

### SECTION III. COLLECTION FEE

City agrees to add a collection fee pursuant to 11 OK Stat § 22-138 on all receivables sent to Perdue for collection. This fee is added in addition to the amount already due and the City agrees to set the fee at the amount of 35%. This collection fee shall be paid to Perdue only upon collection of the receivable.

#### **SECTION IV. METHOD OF PAYMENT**

City shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

#### **SECTION V. COMMENCEMENT AND TERMINATION OF CONTRACT**

This Contract begins with the execution date of February, 2024 and shall continue in full force and effect thereafter from year to year for additional twelve-month periods on the same terms and conditions unless either party delivers written notice to the other party of its intent to terminate this contract—at least 30 days prior to each renewal date of this contract.

#### **SECTION VI. NOTICES**

For purposes of sending notice under the terms of this Contract, all notices from City shall be sent to Perdue by certified United States mail, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.  
Attn: Tony Fidelie, Partner  
3401 N.W. 63<sup>rd</sup> Street, Suite 601  
Oklahoma City, Oklahoma 73116  
Telephone Number: (800) 525-2481  
Email: tfidelie@pbfc.com

All notices from Perdue shall be sent to the City by certified United States mail, and addressed as follows:

City of Bartlesville  
Attn: Jason Muninger  
401 S. Johnstone Ave.  
Bartlesville, OK 74003

#### **SECTION VII. VENUE AND CONTROLLING LAW**

This Contract is made and is to be interpreted under the laws of the State of Oklahoma. Venue for any disputes involving this Contract shall be in the appropriate courts in Washington County, Oklahoma.

#### **SECTION VIII. ACCEPTANCE OF EMPLOYMENT**

In consideration of the terms and compensation herein stated, Perdue hereby accepts said employment and undertakes performance of said Contract as set forth above.

**SECTION IX. SEVERABILITY**

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Contract supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

This Contract is executed on behalf of City by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of City by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this the \_\_\_\_ day of \_\_\_\_\_, 2024.  
(This date shall also be the execution date as referenced in Section V of this Contract.)

**THE CITY OF BARTLESVILLE , OK**

By: \_\_\_\_\_  
Mayor/City Manager

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
City Attorney

**PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**

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

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

Approval of an amendment to the professional service contract with Guy Engineering Services, Inc. for design services on the Tuxedo Boulevard Bridges over the Caney River and overflow/pond Rehabilitation and Repair project.

Attachments:

Guy Engineering Services, Inc. Contract Supplement #2

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

One of the priority projects included on the voter approved 2020 General Obligation Bond is the Tuxedo Boulevard over the Caney River and overflow/pond Bridges Rehabilitation and Repair project. The findings of the bridge inspection reports indicate need for rehabilitation of the bridges. The rehabilitations varied on each bridge, but include deck repair on the overflow/pond and eastbound Caney River Bridges and deck replacement on the westbound Caney River bridges, approach pavement replacement, pier protection, abutment repairs, bank stabilization, and guardrail improvements. The 2020 G.O. Bond allocated \$1,535,000 for the design and rehabilitation of the bridges.

The original design contract included completing final plans and specifications to meet the recommendations of the inspection report. The contract price for the work is currently \$175,415.00. Environmental coordination with the US Fish and Wildlife Service (USFWS) and the US Army Corps of Engineers (USACE) beyond that identified in the initial contract was determined necessary due to the findings of the preliminary review. The required coordination will be addressed in two phases. This amendment will address the second phase of that coordination.

An amendment to the contract was approved in April 2023 that included preplanning and direct coordination with the USFWS. This coordination determined the compliance requirements for protection or mitigation of multiple potentially impacted species. The amendment also provided Pre-Construction Notification to the USACE.

As stated in the staff comments for the first amendment in April of 2023, a second amendment is required to perform the studies required by the USFWS and the USACE. This amendment compensates Guy Engineering and their subconsultants for performing the studies that have been required by the USFWS and the USACE.

**III. BUDGET IMPACT**

The original budget for this project was \$1,535,000. The work included in this amendment is required for USACE approval of the project. The proposal by Guy Engineering Services, Inc. is within the planned budget for design and construction services.

Guy Engineering Amendment #2.....Total Amendment \$13,053.73  
Sub-consultant Stantec Inc. \$12,431.73  
Guy Engineering efforts \$622.00

Guy Engineering Amendment #1 (Approved April 3, 2023).....Total Amendment \$15,896.00  
Sub-consultant Stantec Inc. \$13,427.00  
Guy Engineering efforts \$2,469.00

Total Engineering Contract to date  
Original Contract \$175,415.00  
Amendment #1 \$15,896.00  
Amendment #2 \$13,053.73  
Current Design Total Cost \$204,364.73

**IV. RECOMMENDED ACTION**

Staff recommends approval of this amendment to the professional service contract with Guy Engineering Services, Inc. in the amount of \$13,053.73.



February 1, 2024

Micah Siemers  
Director of Engineering  
City of Bartlesville  
401 S. Johnstone Ave.  
Bartlesville, OK 74003

Re: Local Bridges 5, 6, & 9 on Tuxedo Blvd over the Caney River and Overflow  
Request for Supplement #2 (GUY 1425)

Dear Mr. Siemers:

Guy Engineering and our sub-consultant (Stantec) respectfully request a supplement to prepare a Mussell Survey Plan and Bat Bridge Survey as required by the U.S. Fish and Wildlife Service and Oklahoma Department of Wildlife Conservation. The detailed scope of work is attached.

GUY respectfully requests our contract dated October 3, 2022, be supplemented as follows:

Original Contract Value		\$175,415.00
Supplement 1		\$ 15,896.00
Supplement 2		
Environmental (Stantec)	\$12,431.73	
Project Coordination (GUY)	\$ 622.00	
		<u>13,053.73</u>
Revised Contract Value		\$204,364.73

If you have any questions, please feel free to contact our project manager, Todd Lipe, at Todd.Lipe@GUYengr.com or (539) 424-5080.

Sincerely,

Todd Lipe, PE, PMP  
Senior Project Manager

Approved:

\_\_\_\_\_  
Name Date

Encl

\_\_\_\_\_  
Title



**Stantec Consulting Services Inc.**  
1114 N. Walker Avenue, Suite #4, Oklahoma City, OK 73103

January 25, 2024

**Attention:**

Todd Lipe, Senior Project Manager  
Guy Engineering  
6910 E. 14<sup>th</sup> Street  
Tulsa, OK 74112

**Reference: Proposal for Mussel Survey Plan Preparation for the Bridge Rehabilitation of Tuxedo Boulevard over Caney River and Pond (NBI 14187, 21121, and 21083), Bartlesville, Washington County, Oklahoma**

Dear Mr. Lipe,

**Stantec Consulting Services Inc. (Stantec)**, is pleased to submit the attached proposal for the preparation of a mussel survey study plan and associated USFWS and ODWC coordination to Guy Engineering (Guy) for the proposed bridge replacements in Bartlesville, Washington County, Oklahoma.

Please feel free to contact me if you have any questions or need any additional information at 918.850.0991 or [will.dillsaver@stantec.com](mailto:will.dillsaver@stantec.com).

Regards,

A handwritten signature in blue ink, appearing to read "Will Dillsaver", followed by a long horizontal line extending to the right.

**Will Dillsaver, Project Manager | Senior Ecologist**

**Stantec Consulting Services Inc.**



Reference: **Bridge Rehabilitation for Tuxedo Boulevard over Caney River and Pond**

## Project Understanding

We understand that this project involves proposed rehabilitation of three bridges (NBI 14187, 21121, and 21083) carrying Tuxedo Boulevard over the Caney River and a pond in Bartlesville, Oklahoma. Stantec understands that Guy is proposing on engineering services to the city, and that final design plans have not yet been completed. Currently the project area is approximately 0.25 miles long and has a typical width of approximately 172 feet (5.22 acres).

Stantec has conducted environmental studies and U.S. Fish and Wildlife Service (USFWS) and Oklahoma Department of Wildlife Conservation (ODWC) coordination under previous contracts. Based on current plans and previously conducted studies and coordination, the proposed project will require a mussel survey and relocation effort to minimize impacts to federally listed mussel species. The scope below has been drafted for the creation and associated coordination of a survey study plan for approval by USFWS and ODWC. The survey and relocation effort will be scoped under a separate cover once plan approval is obtained from the USFWS and ODWC.

## Scope of Services

### Mussel Survey Plan (Task 1)

This task includes the creation of a mussel survey plan, including a site scoping visit and direct coordination with the USFWS and ODWC for plan review and approval. The survey plan will be written using the Texas Freshwater Mussel Survey Protocol (2021) and submitted to the USFWS and ODWC for approval. A site visit will be conducted to assess site parameters as related to survey protocols as well as identify potentially viable relocation sites. If revisions are received from either agency, applicable changes will be made to the survey plan in order to obtain plan approval from both agencies. This task includes up to 2 rounds of agency revisions. This task will be managed by a Senior Environmental practitioner. The mussel survey effort is not included in this task and would be conducted under a separate scope of work. The cost of this task is \$5,956.71 to be billed as a lump sum task.

### Bat Bridge Inspection (Task 2)

Work will include visual inspection of bridges 5, 6, and 9 for bat use, notably the tricolored bat (*Perimyotis subflavus*). The bridges located within the project area will be fully inspected. Methodology for visual inspections will follow those provided in Appendix D: Bridge/Structure Assessment Guidance, Federal Transportation Agency/State Department of Transportation (DOT) Preliminary Bat Assessment Guidelines for Bridges/Structures. Each structure/s cracks, crevices, expansion joints and openings will be visually inspected for bat usage assisted by binoculars and a thermal camera in areas not safely accessible by personnel. If bats are identified, Stantec will contact the ODWC, and the USFWS and coordination and/or surveys may be required under a separate scope of work. No banding or radio tracking is anticipated. Stantec will submit the final results memo to the Client, USFWS, and ODWC electronically in PDF format. The cost of this task is \$6,475.02 to be billed as a lump sum task.

### Assumptions/Exclusions

- Bat Bridge Inspection assumes no snooper truck or other heavy equipment will be required to satisfy survey requirements.
- The Client will provide Stantec with digital files (kmz, dgn, dwg) of the project design plans (minimum 30%) including area of direct impacts.

**Reference: Bridge Rehabilitation for Tuxedo Boulevard over Caney River and Pond**

- This scope assumes that the previous environmental studies conducted by Stantec for this project will be used to conduct the work outlined in this scope of services. If any additional investigations, including site visits are required, they may be provided as an additional service under a separate agreement, if needed.
- This scope assumes that the guidance documents specifically cited will be used to conduct the work outlined in this scope of services. If new guidance is released by any agency with jurisdiction over the proposed project, it may be necessary to amend this scope of services to account for updated guidance. Stantec reserves the right to negotiate a new scope of services with the Client pending any regulatory change affecting this scope of services.
- Assumes all meetings are held over the phone or on Teams or a similar conference program.

## Compensation

Stantec will endeavour to follow a mutually agreed upon project schedule which will be discussed with the Client upon Notice to Proceed. Task NTP will be authorized via email prior to commencing of work.

- \$5,956.71 Task 1 - USFWS Study Plan for Mussel Survey/Relocation
- \$6,475.02 Task 2 – Bat Inspection of bridges

Stantec greatly appreciates the opportunity to submit this proposal. Please feel free to contact me at 918.850.0991 or [will.dillsaver@stantec.com](mailto:will.dillsaver@stantec.com) if you have any questions.



---

**Will Dillsaver**

Project Manager | Senior Ecologist

Phone: 405-724-8505

Fax: 512-338-2225

[will.dillsaver@stantec.com](mailto:will.dillsaver@stantec.com)

**Reference:** Bridge Rehabilitation for Tuxedo Boulevard over Caney River and Pond

By signing this proposal, Guy Engineering Services authorizes Stantec to proceed with the services herein described and the work will be conducted per the terms set forth in the Master Services Agreement executed February 19<sup>th</sup>, 2023.

This proposal is accepted and agreed on the Day day of Month, Year.

Per: Guy Engineering

Enter Name & Title

\_\_\_\_\_

Print Name & Title

Signature

Attachment:

c: C.C.

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

Discuss and take possible action on Task Order No. 2 to the Master Services Agreement with Parkhill, Smith and Cooper for Airport Consulting Services

Attachments:

Task Order No. 2 to the Parkhill, Smith, and Cooper Master Services Agreement  
Taxilane Extension Grant Funding Breakdown  
Terminal Area Plan with Taxilanes Highlighted

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

The next phase in airport improvements involves construction of new taxilanes to facilitate future hangar development. The City Council approved a Master Services Agreement with Parkhill, Smith and Cooper (Parkhill) in November of 2022 for airport consulting services. As part of that agreement, Task Order No. 1 was authorized to move forward with a Hangar Development Plan for the airport. While the focus of this plan was on hangar development, it really was updating the overall plan for the airport. The current taxilane project has evolved from that plan. The project will consist of two new taxilanes to improve access to additional development areas north and east of the terminal building and help ensure successful future development of the airport property. The updated Terminal Area Plan with the proposed taxilanes identified highlighted is included with this staff report. This project will include funding from FAA Non-Primary Entitlement (NPE), FAA AIG/BIL, and Oklahoma Department of Aerospace and Aeronautics (ODAA), formerly known as the Oklahoma Aeronautics Commission. The airport currently receives \$150,000 in NPE funds and \$293,500 in AIG funds annually. The ODAA funding is anticipated to be \$600,000, though in recent discussions with ODAA officials, there are more funds available that they may be willing to put towards the project if necessary to be able to construct both taxilanes.

Task Order No. 2 includes \$163,900.00 for Final Design Services, \$7,600.00 for Bidding Services, \$12,500.00 for FAA AIG Grant Administration, \$10,000.00 for ODAA Grant Administration, and \$7,000.00 for Disadvantaged Business Enterprise (DBE) Goal Update. The total cost of the proposed services is \$201,000.00. While this is higher than most of our recent design and grant administration agreements for airport consulting services, this large price tag is justified because of the size of the project. Most of our projects have been much smaller in recent years and there are also more grant funding sources associated with the project which require more grant administration services. Overall, the fees are what would be expected for a project of this scale.

### **III. BUDGET IMPACT**

Everything in Task Order No. 2 is at least 90% reimbursable under the FAA and ODAA grants. We may see a higher percentage of reimbursement due to the ODAA funding being included which requires a lower sponsor match, but those details are tough to pin down with all of the different funding sources. The maximum City match for Task Order No. 2 will be 10%, but likely closer to 7%. The City's share for the professional services will be covered by the available balance in the Airport Fund.

### **IV. RECOMMENDED ACTION**

Staff recommends approval of Task Order No. 2 to the Parkhill Master Services Agreement.



February 5, 2024

Mr. Dale Copeland  
City of Bartlesville  
401 South Johnstone Ave  
Bartlesville Oklahoma 74003

Re: Task Order 02 to MASTER AGREEMENT for Professional Services  
AIP 3-40-0007-015-2024, OAC BVO-24-FS  
Bartlesville Municipal Airport-Construct Taxilane

Dear Mr. Copeland:

As requested, we have prepared Task Order 02 for Final Design, Bid Phase, FAA/ODAA Grant Administration and Update DBE Goal services related to project Construct Taxilane, in accordance with the Hangar Development Plan. Parkhill understands the Project scope to include:

1. Parkhill will undertake Final Design to prepare Bid Documents based on scope discussed. Parkhill will:
  - a. Commence the final design with a Predesign Meeting involving Parkhill and Owner. This meeting will discuss scope, Owner objectives, schedule, budget, and other pertinent information.
  - b. Perform design and prepare a plan set with the following anticipated sheets:
    - i. Coversheet
    - ii. Bid Items and Notes
    - iii. Construction Safety Plan and Details
    - iv. Erosion Control and Details
    - v. Typical Section
    - vi. Site and Grading Plan
    - vii. Joint Plan
    - viii. Marking Plan
    - ix. Misc. Civil Details
  - c. Prepare Technical Specifications per FAA AC 150/5370-10H, ODOT Specifications or other industry standards.
  - d. Prepare opinion of cost (OPC) to reflect final design.
  - e. Perform QC on Project deliverables.
  - f. Prepare and submit FAA Form 7460 for airspace review.
  - g. Host a final review meeting with Owner.
2. Parkhill to provide Bidding Services as further detailed in Exhibit A.
3. Parkhill to provide FY 24 FAA Grant Administration Services as further detailed in Exhibit A.
4. Parkhill to provide Oklahoma Department of Aerospace and Aeronautics (ODAA) Grant Administration services as further detailed in Exhibit A.
5. Parkhill to provide a Disadvantaged Business Enterprise (DBE) Goal Update, calculated for the specific scope of this construction project, as required by FAA. No changes to the existing DBE Program will be made.

Fee for Proposed Task Order 02 services is further defined in Exhibit B attached, summarized as follows:

Task 3FDS	Lump Sum Fee for Final Design Services	\$ 163,900.00
Task 4BID	Lump Sum Fee for Bid Phase Services	\$ 7,600.00
Task 11FG	Lump Sum Fee for FAA AIG Grant Administration	\$ 12,500.00
Task 12OG	Lump Sum Fee for ODAA Grant Administration	\$ 10,000.00
Task 13DB	Lump Sum Fee for Update DBE Goal	\$ 7,000.00
<b>TOTAL TASK ORDER 02</b>		<b>\$ 201,000.00</b>

We propose to modify the Master Agreement between the City of Bartlesville and Parkhill dated November 7, 2022 and provide approved services under provisions of Exhibit B - Payments to the Engineer, Paragraph B4.01 (Lump Sum Method) attached. Any necessary additional services will be provided in accordance to Exhibit B - Payments to the Engineer, Paragraph B4.02. Compensation for services shall not exceed the total noted without Owner's written approval.


If terms of this Task Order are agreeable, please execute and return one copy to our office. We will take receipt of this signed letter as our Notice to Proceed. We look forward to working with you in completing this Project. For anything further, please contact Toby Baker directly at [tbaker@parkhill.com](mailto:tbaker@parkhill.com) or 405.832.9903.

Sincerely,

Accepted by:

PARKHILL

CITY OF BARTLESVILLE

By   
Toby Baker, PE  
Oklahoma Aviation Lead | Principal

By \_\_\_\_\_  
Dale Copeland                      Date  
Mayor

TB/bc  
Enclosures  
A:\2022\40252.22\00\_ADMIN\00\_CONTR\01\_FINAL\TO2\TaskOrder.02.doc

## **EXHIBIT A ENGINEER'S SERVICES**

Article 1 of the Master Agreement is amended and supplemented to include the following sample agreement of the parties. ENGINEER shall provide Basic and authorized Additional Services as set forth in Exhibit A of each Task Order to the Master Agreement.

### **PART 1 -- BASIC SERVICES**

#### *A 1.01 Study and Report Phase (Not Used)*

#### *A 1.02 Preliminary Design Phase (Task 13DB)*

A. After acceptance by OWNER of Report, selection by OWNER of a recommended solution, and indication of any specific modifications or changes in scope, extent, character, or design requirements of Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. Based on noted acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. Performance of field surveys is not a part of ENGINEER's basic services, and compensation therefore is not included in the Basic Fee. Surveys may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

3. Establish scope and advise OWNER of any additional soils or foundation investigations which, in ENGINEER opinion, may be required for proper execution of Project; and arrange with OWNER for conduct of such investigations and tests. Performance of these investigations and tests is not part of the ENGINEER's Basic Services, and compensation therefor is not included in Basic Fee. Investigations and tests may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

4. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.

5. Based on information contained in Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost.

6. Furnish five review copies of Preliminary Design Phase documents to and review with OWNER.

7. Provide a Disadvantaged Business Enterprise (DBE) Goal Update calculated for the specific scope of this construction project, as required by the FAA. No changes to the existing DBE Program will be made.

B. ENGINEER's services under Preliminary Design Phase will be considered complete on the date when copies of Preliminary Design Phase documents have been delivered to OWNER.

#### *A 1.03 Final Design Phase (Task 3FDS)*

A. After acceptance by OWNER of Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for Project, and upon



written authorization from OWNER, ENGINEER shall:

1. Based on noted acceptance, direction, and authorization, prepare final Drawings and Specifications indicating scope, extent, and character of Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with most recent Industry-standard format of Construction Specifications Institute or in general conformance with standard specifications provided by funding agency.

2. Provide technical criteria, written descriptions, and design data for OWNER use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve final design of Project and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to opinion of probable Construction Cost.

4. Prepare and furnish five sets of Bidding Documents and a revised opinion of probable Construction Cost for review and approval by OWNER, its legal counsel and other advisors as appropriate, and assist OWNER in preparation of other related documents.

B. Number of prime contracts for Work designed or specified by ENGINEER upon which ENGINEER compensation has been established under this Master Agreement is one.

C. ENGINEER services under Final Design Phase will be considered complete on the date when final Bidding Documents are delivered to OWNER.

#### A 1.04 *Bidding or Negotiating Phase* (Task 4BID)

A. After acceptance by OWNER of Bidding Documents and most recent opinion of probable Construction Cost as determined in Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Furnish number of copies of Bidding Documents as required by prospective bidders and furnishers of material and equipment. All sets of Bidding Documents are to be paid for separately under Exhibit B as an Additional Service.

2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents are issued, attend prebid conferences, if any, and receive and process Contractor deposits or charges for Bidding Documents.

3. Prepare and issue Addenda as appropriate to clarify, correct, or change Bidding Documents.

4. Consult with OWNER as to qualifications of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of Work as to which such acceptability is required by Bidding Documents.

5. Attend bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for Work.

B. Bidding or Negotiating Phase will be considered complete upon commencement of Construction Phase or upon cessation of negotiations with prospective Contractors.

#### A 1.05 *Construction Phase* (Not Used)

#### A 1.06 *Grant Administration Phase* (Tasks 11FG and 12OG)

A. Upon identification of all grant-eligible project costs, and upon written authorization from OWNER, ENGINEER shall:

1. *FAA Grant Administration.* Prepare the following, in support of the grant from the Federal Aviation Administration:
  - a. Application for Federal Assistance (Grant Application)
  - b. Invoice Summary and Request for Reimbursement (prepared monthly while the grant is active and there are reimbursable invoices for that month)
  - c. SF-425 Federal Financial Report
  - d. SF-271 Outlay Report and Request for Reimbursement
  - e. Distribution of AIP Grant Costs
  - f. Grant Close-Out Packet
  
2. *ODAA Grant Administration.* Prepare the following, in support of the grant from the Oklahoma Department of Aerospace and Aeronautics (ODAA):
  - a. ODAA Grant Application
  - b. Monthly ODAA Partial Pay Request Form (reimbursement)
  - c. Construction Management Program per ODAA requirements
  - d. ODAA Closeout Documentation, as required by the ODAA Grant Agreement

## PART 2 -- ADDITIONAL SERVICES

A 2.01 *Additional Services Requiring OWNER's Authorization in Advance* (Not Used)

**EXHIBIT B  
PAYMENTS TO ENGINEER  
LUMP SUM METHOD**

Article 4 of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit B of each Task Order to the Master Agreement.

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

B 4.01 *Compensation for Basic Services - Lump Sum Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A-Part 1, as follows:

1. A Lump Sum amount of \$ 201,000.00 based on the following distribution of compensation:
  - a. Study and Report Phase \$ \_\_\_\_\_
  - b. Preliminary Design Phase \$ 7,000
  - c. Final Design Phase \$ 163,900
  - d. Bidding and Negotiating Phase \$ 7,600
  - e. Construction Phase \$ \_\_\_\_\_
  - f. Grant Administration Phase \$ 22,500

2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Direct Expenses.

3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

4. The Lump Sum is conditioned on Construction Contract Times to complete the Work not exceeding \_\_\_\_\_\* months. Should the Construction Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

\*To be negotiated if required.

B 4.02 *Compensation for Authorized Additional Services --Standard Hourly Rates Method of Payment.*

A. OWNER shall pay ENGINEER for authorized Additional Services set forth in Exhibit A - Part 2 as follows:

1. For labor on an hourly rate basis in accordance with Appendix 1.
2. For reimbursable expenses, based on cost times a factor of 1.15.

B. The hourly rate schedule will be adjusted each January 1st to reflect cost of living adjustments.

# APPENDIX 1

## Parkhill

### Hourly Rate Schedule

January 1, 2024 through December 31, 2024

Client: City of Bartlesville

Project: Construct Taxilane

Agreement Date: February 5, 2024

Location: Bartlesville Municipal Airport

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
<b>SUPPORT STAFF I</b>	\$64.00	<b>PROFESSIONAL LEVEL III</b>		<b>PROFESSIONAL LEVEL VI</b>	
		Architect	\$159.00	Architect	\$262.00
<b>SUPPORT STAFF II</b>	\$75.00	Civil Engineer	\$195.00	Civil Engineer	\$295.00
		Electrical Engineer	\$190.00	Electrical Engineer	\$307.00
<b>SUPPORT STAFF III</b>	\$103.00	Interior Designer	\$142.00	Interior Designer	\$226.00
		Landscape Architect	\$153.00	Landscape Architect	\$244.00
<b>SUPPORT STAFF IV</b>	\$110.00	Mechanical Engineer	\$181.00	Mechanical Engineer	\$294.00
		Structural Engineer	\$188.00	Structural Engineer	\$282.00
<b>SUPPORT STAFF V</b>	\$122.00	Survey Tech	\$146.00	Professional Land Surveyor	\$228.00
		Other Professional	\$140.00	Other Professional	\$222.00
<b>SUPPORT STAFF VI</b>	\$132.00				
		<b>PROFESSIONAL LEVEL IV</b>		<b>PROFESSIONAL LEVEL VII</b>	
<b>PROFESSIONAL LEVEL I</b>		Architect	\$194.00	Architect	\$336.00
Architect	\$129.00	Civil Engineer	\$227.00	Civil Engineer	\$352.00
Civil Engineer	\$141.00	Electrical Engineer	\$223.00	Electrical Engineer	\$352.00
Electrical Engineer	\$144.00	Interior Designer	\$155.00	Interior Designer	\$253.00
Interior Designer	\$123.00	Landscape Architect	\$166.00	Landscape Architect	\$336.00
Landscape Architect	\$123.00	Mechanical Engineer	\$213.00	Mechanical Engineer	\$336.00
Mechanical Engineer	\$135.00	Structural Engineer	\$217.00	Structural Engineer	\$352.00
Structural Engineer	\$135.00	Survey Tech	\$177.00	Professional Land Surveyor	\$274.00
Survey Tech	\$115.00	Other Professional	\$165.00	Other Professional	\$336.00
Other Professional	\$121.00				
		<b>PROFESSIONAL LEVEL V</b>			
<b>PROFESSIONAL LEVEL II</b>		Architect	\$236.00		
Architect	\$140.00	Civil Engineer	\$274.00		
Civil Engineer	\$158.00	Electrical Engineer	\$272.00		
Electrical Engineer	\$163.00	Interior Designer	\$187.00		
Interior Designer	\$129.00	Landscape Architect	\$202.00		
Landscape Architect	\$129.00	Mechanical Engineer	\$259.00		
Mechanical Engineer	\$155.00	Structural Engineer	\$262.00		
Structural Engineer	\$153.00	Professional Land Surveyor	\$206.00		
Survey Tech	\$125.00	Other Professional	\$184.00		
Other Professional	\$127.00				

**Expenses:** Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

# TAXILANE EXTENSION GRANT FUNDING BREAKDOWN

**Bartlesville Municipal (BVO)**  
National Business Airport

**Businesses Utilizing the Airport:**  
•Phoenix Rising •Elite Aviation •Schlumberger •Agwerx  
•Atwoods

**Proposed Project**  
The Overall Development Objective (ODO) of the proposed project is to construct taxilanes for the City's new hangar development.

CY 2023: Design & Construct ODO.

**Project Justification**  
The objective of the proposed project is to design and construct a new taxilane that will facilitate the airport's new hangar development to the north. These taxilanes will go to improve access to additional development areas to help ensure successful future economic development opportunities for years to come.

**Airport Information**

- NPIAS: Regional
- Based Aircraft & Operations: 40 (2 jets) & 13,112
- Runway 17/35: 6,850' x 100'

**Selection Criteria**

- Pavement Management: NA
- NPS: Construct taxilanes: 58
- OASP Goals: Safety & Standards

Agency Fiscal Year	FY 2022	FY 2023	FY 2024	Total
Department			\$600,000	\$600,000
FAA State Apportionment				
FAA Discretionary				
FAA Non-Primary Entitlement		\$150,000		\$150,000
FAA AIG/BIL		\$587,000		\$587,000
Sponsor			\$99,000	\$99,000
<b>Total</b>		<b>\$737,000</b>	<b>\$699,000</b>	<b>\$1,436,000</b>

Federal grants require 10% matching funds while state grants require 5% matching funds. Department funding is dependent on availability of State funds.

*To view full ACP please visit our website [oklahoma.gov/aerospace](http://oklahoma.gov/aerospace)*



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

A resolution amending the budget of the City of Bartlesville for fiscal year 2023-24 appropriating Private Donations from multiple agencies for the Police Department.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2023-2024. Appropriating Donation Revenue for the Police Department.

**II. STAFF COMMENTS AND ANALYSIS**

The City of Bartlesville Police Department applied for and received a \$10,000 grant from the Bartlesville Police Foundation, a \$5,000 grant from Tri County Tech and a \$20,000 grant from the Lyon Foundation for improvements to the gun range. These funds must be appropriated prior to their expense. We have received these pledges in writing from the various agencies listed above.

**III. BUDGET IMPACT**

Budgetary impact nets zero, \$35,000 increase in revenue and \$35,000 increase in expenditure.

**IV. RECOMMENDED ACTION**

Staff Recommends approval of resolution to appropriate funds.

**RESOLUTION \_\_\_\_\_**

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

---

**WHEREAS, THE** City of Bartlesville has received donation funds from the Tri County Tech, Bartlesville Police Foundation, and Lyon Foundation in the amount of \$35,000; and

**WHEREAS,** the City of Bartlesville needs to appropriate \$35,000 of these revenues prior to their expenditure;

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

The Police Dept (270) of the General Fund (101) shall be increased as follows:

Tools & Equipment (53410)	\$ 35,000
---------------------------	-----------

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5<sup>th</sup> DAY OF FEBRUARY, 2024.**

\_\_\_\_\_  
**Mayor**

**Attest:**

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



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

Discuss and take possible action on a request from Public Service Company of Oklahoma (PSO) to deed easements on two (2) City-owned properties for the Comanche-Blake Transmission Line Rebuild Project.

Attachments:

- PSO Easement Documents – Tract 4A
- PSO Easement Documents – Tract 6A

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

Public Service Company of Oklahoma (PSO) has requested dedication of easements on two (2) City-owned properties as part of their efforts to rebuild approximately 17 miles of 69-kilovolt transmission line in Osage and Washington Counties. The line connects the Comanche Substation near the intersection of Frank Phillips and Comanche and the Blake Substation located in northeast Osage County along Highway 10. PSO currently has rights on the two parcels since the existing transmission line crosses those properties. PSO has requested agreement to supplement to supplemental easements by the City of Bartlesville to modify PSO's rights on the properties to meet current standards for the transmission line. The existing easements are from 1938 and 1952 and are outdated. These supplemental easements will replace any previous easements and are sized appropriately to maintain proper clear distances required for the transmission lines.

The request has been distributed to other City staff for review to ensure there are no issues with the request. No issues have been noted. The easements remain subject to PSO's franchise agreement with the City of Bartlesville. PSO has offered to purchase the supplemental easements as shown in the documents included with this staff report.

## **III. BUDGET IMPACT**

The only budget impact will be receipt of the purchase price proposed by PSO in the easement documents.

## **IV. RECOMMENDED ACTION**

Staff recommends authorizing the Mayor to execute the attached supplemental easement documents.



January 19, 2024

**IMPORTANT INFORMATION ABOUT YOUR PROPERTY**

**Re: Bartlesville Comanche - Blake Transmission Line Rebuild Project – Supplemental Easement Offer**

City of Bartlesville, Oklahoma, a Municipal Corporation  
401 South Johnstone Ave.  
Bartlesville, OK 74003

Dear Neighbor,

You are receiving this letter because you own property or live in the area that's part of Public Service Company of Oklahoma's (PSO) Bartlesville Comanche - Blake Transmission Line Rebuild Project.

The project involves rebuilding about 17 miles of 69-kilovolt transmission line between the Bartlesville Comanche Substation, located in Bartlesville off Southeast Frank Phillips Boulevard, and the Blake Substation, located in northeastern Osage County off Highway 10. Please see the enclosed fact sheet for a map of the project area and additional project information.

In preparation for this project, PSO representatives look to supplement an existing easement on your property to meet updated standards for the safe construction, operation and maintenance of the transmission line.

**As part of this process, PSO representatives ask that you please:**

- Review the enclosed Supplemental Easement Offer, which modifies the company's rights on your property
- Review the enclosed Survey Exhibit, which displays the approximate location of the easement
- Review the enclosed Easement Payment Schedule, which includes PSO's offer based on its assessed value, and W-9
- Complete the enclosed Special Conditions Report, which alerts us to gates, pets, children, septic systems and other things on your property that we should be aware of

**Coates Field Service, Inc.**, serves as PSO's right-of-way representative for this project. An agent plans to contact you soon to discuss your offer.

After talking with an agent, please sign and date each document, have the Supplemental Easement Offer documents notarized, and return all documents in the enclosed self-addressed, stamped envelope. You can then expect a check in the agreed-upon amount, along with a copy of the fully executed easement documents.

Please contact me at (918) 853-2616 or [josh.bishop@coatesfs.com](mailto:josh.bishop@coatesfs.com) and/or contact Dan Spencer at (805) 828-9596 or email at [dan.spencer@coatesfs.com](mailto:dan.spencer@coatesfs.com) if you have any questions. Thank you in advance for your prompt response.

Sincerely,

**Josh Bishop**  
Right-of-Way Agent  
Coates Field Service, Inc., represents PSO

**Dan Spencer**  
Right of Way Supervisor  
Coates Field Service, Inc., represents PSO

Enclosures: Easement Offer, Survey Exhibit, Easement Payment Schedule, Special Conditions Report, Fact Sheet and W-9



**COATES**  
Coates Field Service, Inc.  
Operations  
PO Box 248956  
Oklahoma City OK 73124-8956

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USPS CERTIFIED MAIL

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9214 8901 9403 8345 7359 04

KEP AR BA-BL 81083/45

CITY OF BARTLESVILLE, OKLAHOMA  
401 S JOHNSTONE AVE  
BARTLESVILLE OK 74003-6656

# BARTLESVILLE COMANCHE - BLAKE TRANSMISSION LINE REBUILD PROJECT

Public Service Company of Oklahoma (PSO) representatives plan to improve the electric transmission system in Washington and Osage counties. The Bartlesville Comanche - Blake Transmission Line Project involves rebuilding about 17 miles of transmission line to increase electric reliability and strengthen the local power grid.

## WHAT

The project involves rebuilding about 17 miles of 69-kilovolt transmission line and making minor upgrades to area substations.

## WHY

The existing Bartlesville Comanche - Blake transmission line was built in 1957 and expanded in 1978. The line's poles and wires have reached the end of their service life.

The project:

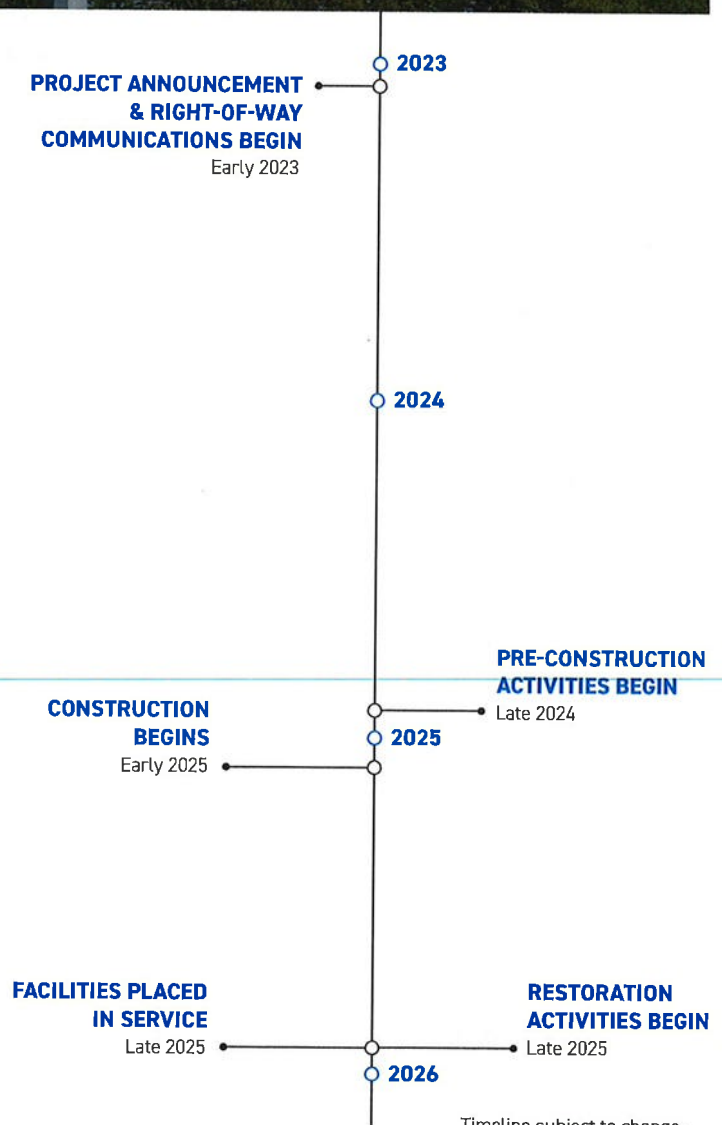
- Replaces aging wooden poles with steel poles
- Upgrades wires to ensure continued reliability for customers
- Strengthens the line against severe weather impacts and decreases the likelihood of large, community-wide power outages

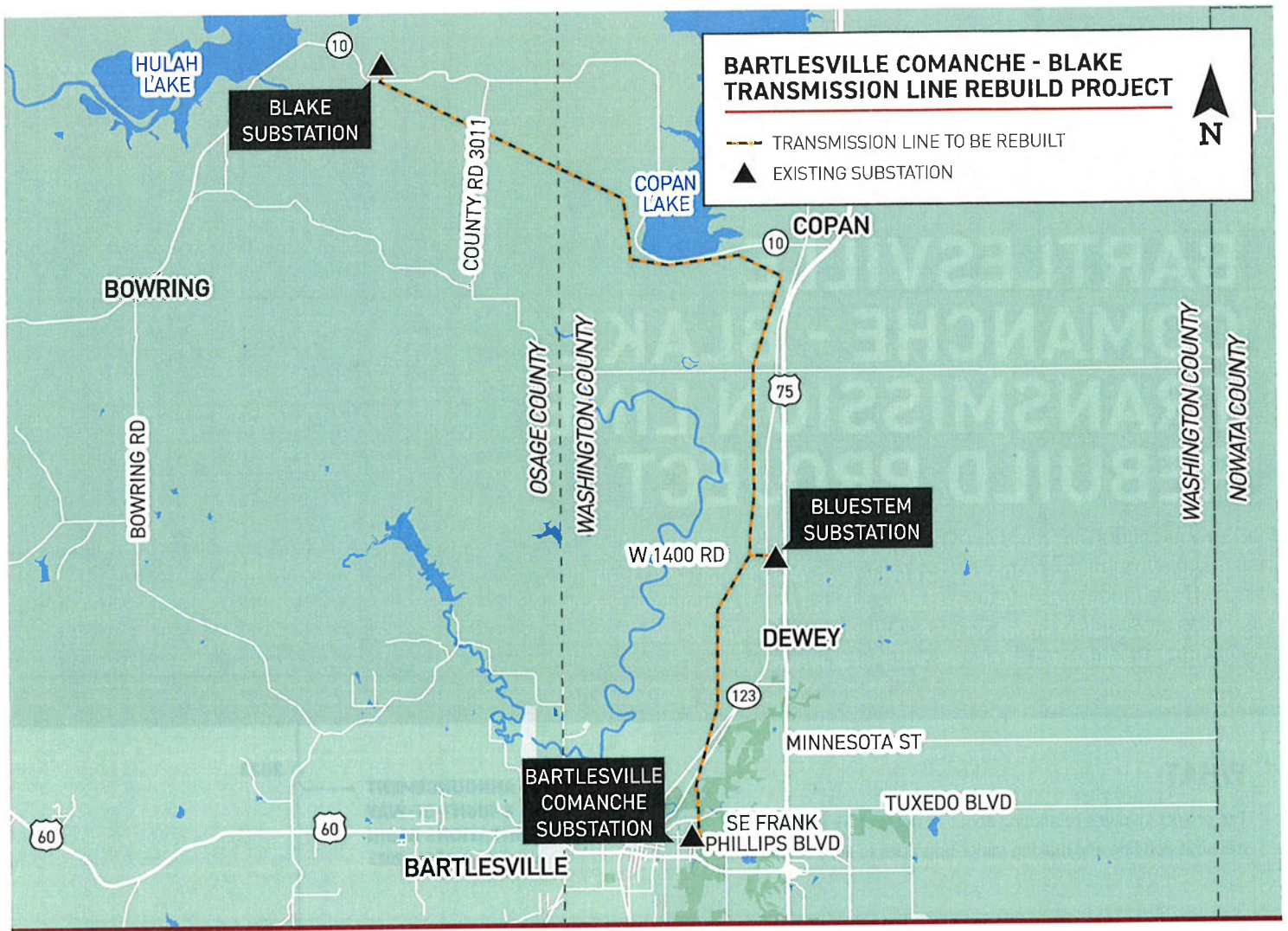
## WHERE

The power line stretches about 17 miles between PSO's Bartlesville Comanche Substation, located at the southeast corner of Southeast Frank Phillips Boulevard and South Comanche Avenue, and PSO's Blake Substation, located in northeastern Osage County off Highway 10.

The project area includes:

- City of Bartlesville
- City of Dewey
- Town of Copan
- Washington County
- Osage County





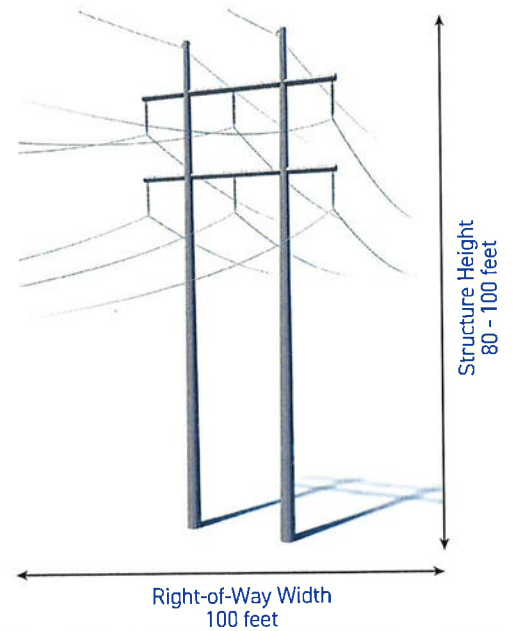
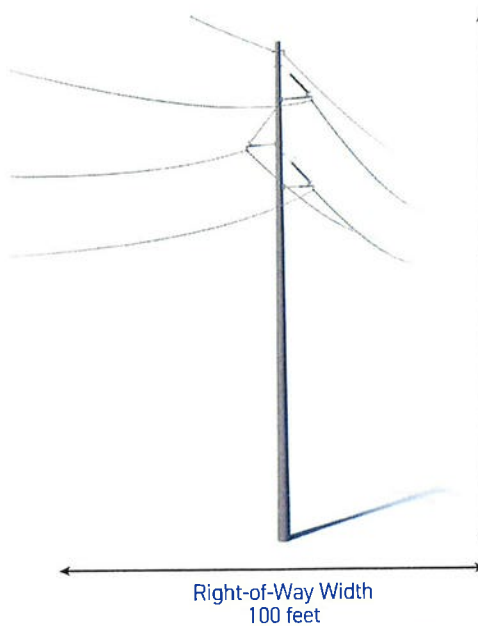
## TYPICAL STRUCTURES

PSO crews plan to install steel single poles and steel H-frame structures on this project.

Typical Structure Height:  
\*Approximately 80 - 100 feet

Typical Distance Between Structures:  
\*Approximately 600 feet

Typical Right-of-Way Width:  
100 feet



\*Exact structure, height, and right-of-way requirements may vary.

**WE VALUE YOUR INPUT. PLEASE SEND COMMENTS AND QUESTIONS TO:**

MATTHEW HAMES · PROJECT OUTREACH SPECIALIST  
MCHAMES@AEP.COM · 918-237-6736  
PSOKLAHOMA.COM/BARTLESVILLE-BLAKE



02/02/2023

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

OR

**Employer identification number**

				-							
--	--	--	--	---	--	--	--	--	--	--	--

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

SIGN & DATE

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Line Name: Bartlesville Comanche - Blake  
 Line No.: TLN114:0113 Easement No.: 4A

**EASEMENT PAYMENT SCHEDULE**

**THE UNDERSIGNED:** Authorized Signer for the City of Bartlesville, Oklahoma, a Municipal Corporation

**GRANTOR:** City of Bartlesville, Oklahoma, a Municipal Corporation  
**ADDRESS:** 401 South Johnstone Ave., Bartlesville, OK 74003

**HEREBY OFFER** to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right-of-Way for an electric transmission, distribution, and communication lines, being, in, on, over, under, through and across the land of the Undersigned situated in SW/4 of the SE/4 of Section 6, Township No. 26 North, Range No. 13 East of the Indian Meridian, Tax Parcel Number 740026863, Washington County, State of Oklahoma, under an easement dated \_\_\_\_\_, 2024 from the Undersigned to the Company, to wit:

**PAYMENT SCHEDULE**

Easement Acquisition Cost Description:	Items Paid
Easement Consideration Paid – 3.177 Acres +/- @ \$2,000.00 (lump sum)	\$2,000.00
942 - Sub-Totals	\$2,000.00
943 - Sub-Totals	\$0
946 - Sub-Totals	\$0
<b>Total Consideration includes Initial Consideration Paid</b>	<b>\$2,000.00</b>

The amounts so determined are full payment for the Easement and Right-of-Way. Any construction damages will be paid separately unless noted above.

Accepted on \_\_\_\_\_, 2024

Signed on \_\_\_\_\_, 2024

Coates Field Service  
 Public Service Company of Oklahoma

**GRANTOR: City of Bartlesville, Oklahoma, a Municipal Corporation**

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

By: \_\_\_\_\_  
 Signature of Authorized Signer

Field Agent: \_\_\_\_\_

\_\_\_\_\_  
 Print Name and Title



**For Office Use Only:**

Attach Required W-9

GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Easement Payment
114	TRANS	A21019002	T10307794-01	1070001	10425	942	691	\$2,000.00
GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Damage Payment
114	TRANS	A21019002	T10307794-01	1070001	10425	943	691	\$0
GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Crop Payment
114	TRANS	A21019002	T10307794-01	1070001	10425	946	691	\$0



An **AEP** Company

BOUNDLESS ENERGY™



**SPECIAL CONDITIONS REPORT**

Bartlesville Comanche – Blake Transmission Line Rebuild Project

Parcel #: 4A, Parcel Tax ID No.: 740026863  
Section 6, Township 26 North, Range 13 East, Washington County, Oklahoma

City of Bartlesville, Oklahoma, a Municipal Corporation  
401 S Johnstone Ave  
Bartlesville, OK 74003



Is the above address correct? If no, please insert correct address below:

\_\_\_\_\_

Please fill in numbers where you can be reached during the day and early evening:

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Do you have a tenant? If yes, please provide contact information below:

Name(s): \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Are you married? Yes / No If yes, please provide Spouse's name below:  
(Circle One) \_\_\_\_\_

**PLEASE LIST SPECIAL CONDITIONS:**

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

**Line Name:** Bartlesville Comanche - Blake

**Line No.:** TLN114:0113 **Easement No.:** 4A

**SUPPLEMENTAL EASEMENT AND RIGHT OF WAY**

On this \_\_\_ day of \_\_\_\_\_, 2024, **City of Bartlesville, Oklahoma, a Municipal Corporation**, whose address is 401 South ~~Johnstone Ave.~~ Bartlesville, Oklahoma 74003, (“Grantor”), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Oklahoma, Washington County, SW/4 of the SE/4 of Section 6, Township No. 26 North, Range No. 13 East of the Indian Meridian, Tax Parcel Number 740026863 in that certain document, dated 06/02/1976, and recorded in Book 662, Page 377, Doc # 35235, of the real property records of Washington County, Oklahoma, and such tract is subject to easements and rights-of-way granted in favor of Public Service Company of Oklahoma.

**Public Service Company of Oklahoma**, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way easement, dated 10/27/1938, and recorded in Book 145, Page 179, Doc # 150103, and under that certain right of way easement, dated 08/14/1952, and recorded in Book 268, Page 185, Doc # 210760, of the official records of Washington County, Oklahoma (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way (“Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: 740026863

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit “A”, attached hereto and made a part hereof (“Easement Area”).

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain

in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

**Any remaining space on this page intentionally left blank. See next page(s) for signature(s).**



IN WITNESS WHEREOF, said Grantor has executed the Easement effective the day, month and year first above written.

**GRANTOR**

City of Bartlesville, Oklahoma, a Municipal Corporation

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

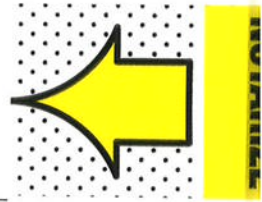


State of Oklahoma       §  
                                      §  
County of Washington   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of City of Bartlesville, Oklahoma, a Municipal Corporation, a(n) \_\_\_\_\_ Corporation, on behalf of said corporation.

In Witness Whereof, I have subscribed by name and affixed my official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

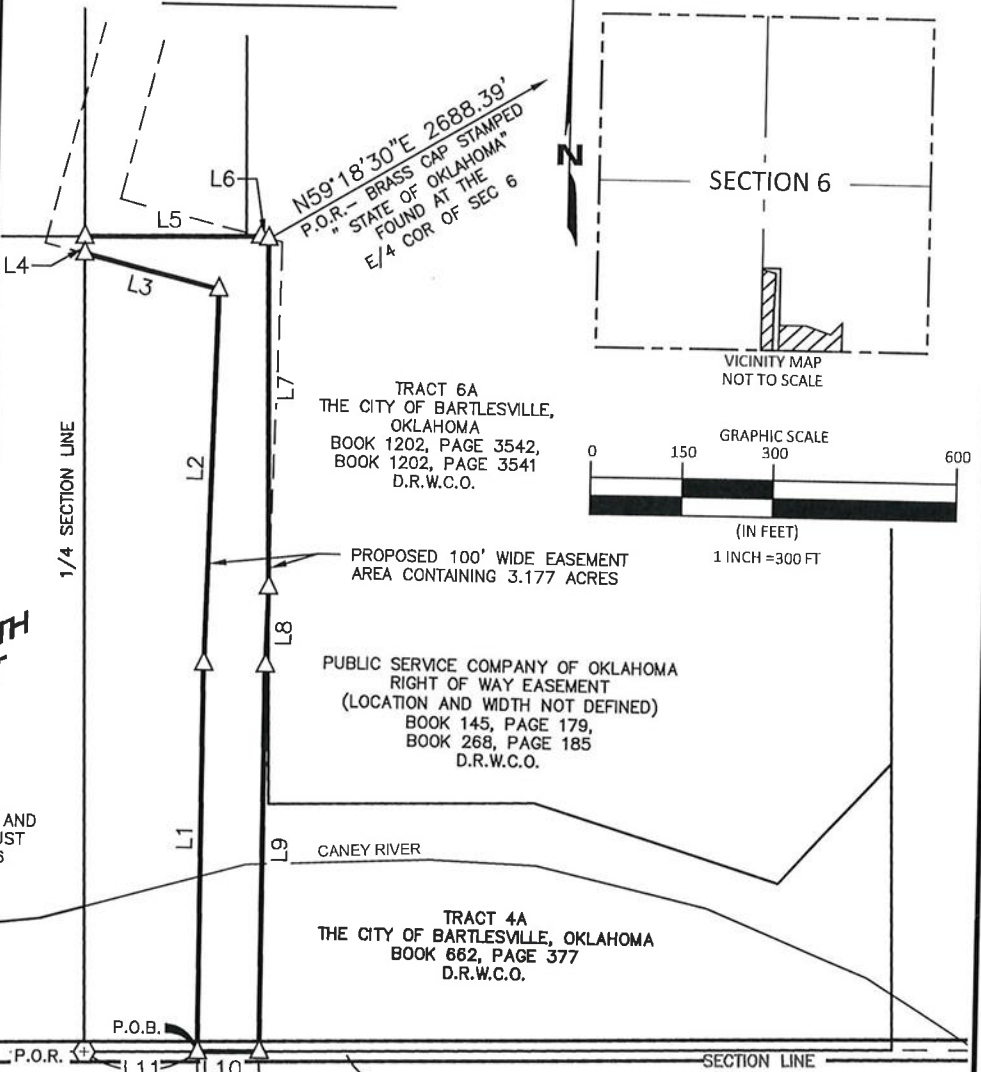


This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of **Public Service Company of Oklahoma.**

When recorded return to: American Electric Power - Transmission Right of Way, 212 E. 6<sup>th</sup> Street, Tulsa, OK 74119.

# EXHIBIT "A"

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00°19'43"W	630.03'
L2	N01°00'54"E	607.07'
L3	N76°21'32"W	226.58'
L4	N01°14'33"W	27.44'
L5	N88°48'04"E	286.89'
L6	S76°21'32"E	13.57'
L7	S01°14'34"E	565.14'
L8	S01°00'54"W	126.26'
L9	S00°19'43"E	627.26'
L10	S88°45'18"W	100.01'
L11	S88°45'18"W	185.01'



**SECTION 6  
TOWNSHIP 26 NORTH  
RANGE 13 EAST**

TRACT 4B  
THE THOMAS E. SCHMIDT AND  
THELMA M. SCHMIDT TRUST  
BOOK 950, PAGE 1696  
D.R.W.C.O.

TRACT 6A  
THE CITY OF BARTLESVILLE,  
OKLAHOMA  
BOOK 1202, PAGE 3542,  
BOOK 1202, PAGE 3541  
D.R.W.C.O.

PUBLIC SERVICE COMPANY OF OKLAHOMA  
RIGHT OF WAY EASEMENT  
(LOCATION AND WIDTH NOT DEFINED)  
BOOK 145, PAGE 179,  
BOOK 268, PAGE 185  
D.R.W.C.O.

TRACT 4A  
THE CITY OF BARTLESVILLE, OKLAHOMA  
BOOK 662, PAGE 377  
D.R.W.C.O.

NO ROAD  
(33' STATUTORY RIGHT-OF-WAY)

### LEGEND

- D.R.W.C.O. DEED RECORDS, WASHINGTON COUNTY, OKLAHOMA
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- △ CALCULATED POINT
- ⊕ 1/2" IRON ROD WITH RED CAP STAMPED "CA 1046" FOUND
- ▭ EASEMENT AREA
- SECTION LINE
- - - 1/4 SECTION LINE
- ==== SUBJECT PROPERTY LINE
- ===== PROPERTY LINE
- - - - - PROPOSED EASEMENT
- ===== STATUTORY RIGHT OF WAY

### NOTES:

- THIS EXHIBIT MAY NOT REFLECT UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT.
- REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
- BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
- ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

THIS EASEMENT EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS



*Stephen Arthur Burke* 03 NOV 2023  
STEPHEN ARTHUR BURKE DATE  
PLS #2058  
C.O.A. #4216 EXPIRES: 6/30/2025

SURV. PROJ. NUMBER: 1022070611  
LINE NAME: BARTLESVILLE COMANCHE - BLAKE  
NEW LINE NUMBER: TLN 114:0113  
EASEMENT NUMBER: 4A

<b>AMERICAN ELECTRIC POWER COMPANY</b>			
EASEMENT ACROSS THE LANDS OF THE CITY OF BARTLESVILLE, OKLAHOMA CONTAINING 3.177 ACRES			
SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA			
SCALE: 1"=300'	SITE VISIT: 12/17/2022	DRAWN: MW	PAGE: 01 OF 03



1341 W. Mockingbird Lane,  
Suite 400W, Dallas, TX 75247  
Ph: (214) 631-7888 Fax: (214) 631-7103  
EMAIL: SAM@SAM.BIZ

EXHIBIT "A"

**BEING** A TRACT OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, FROM WHICH A 1/2-INCH IRON ROD WITH RED CAP STAMPED "CA 1046" FOUND AT THE SOUTH 1/4 CORNER OF SAID SECTION 6 BEARS SOUTH 88 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 185.01 FEET;

**THENCE** LEAVING SAID SOUTH LINE, OVER AND ACROSS SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

NORTH 00 DEGREES 19 MINUTES 43 SECONDS WEST, A DISTANCE OF 630.03 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 00 MINUTES 54 SECONDS WEST, A DISTANCE OF 607.07 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 226.58 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO A POINT FOR CORNER;

**THENCE** NORTH 01 DEGREES 14 MINUTES 33 SECONDS WEST, ON AND ALONG SAID WEST LINE, A DISTANCE OF 27.44 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO A POINT FOR CORNER;

**THENCE** NORTH 88 DEGREES 48 MINUTES 04 SECONDS EAST, ON AND ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 286.89 FEET TO A POINT FOR CORNER;

**THENCE** SOUTH 76 DEGREES 21 MINUTES 32 SECONDS, LEAVING SAID NORTH LINE, A DISTANCE OF 13.57 FEET TO THE COMMON LINE OF A TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF BARTLESVILLE, OKLAHOMA, RECORDED IN VOLUME 662, PAGE 377, OF THE DEED RECORDS OF THE DEED RECORDS OF WASHINGTON COUNTY, OKLAHOMA, (D.R.W.C.O.), AND A TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF BARTLESVILLE, OKLAHOMA, RECORDED IN BOOK 1202, PAGES 3541 AND 3542, D.R.W.C.O., TO A POINT FOR CORNER, FROM WHICH A BRASS CAP STAMPED, "STATE OF OKLAHOMA", FOUND AT THE EAST 1/4 CORNER OF THE OF SAID SECTION 6 BEARS NORTH 59 DEGREES 18 MINUTES 30 SECONDS EAST, A DISTANCE OF 2,688.39 FEET;

**THENCE** SOUTH 01 DEGREES 14 MINUTES 34 SECONDS EAST, ON AND ALONG SAID EAST LINE, A DISTANCE OF 565.14 FEET TO A POINT FOR CORNER;

**THENCE** SOUTH 01 DEGREES 00 MINUTES 54 SECONDS EAST, LEAVING SAID EAST LINE, A DISTANCE OF 126.26 FEET TO A POINT FOR CORNER;

**THENCE** SOUTH 00 DEGREES 19 MINUTES 43 SECONDS EAST, A DISTANCE OF 627.26 FEET TO THE AFOREMENTIONED SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO A POINT FOR CORNER;

PUBLIC SERVICE COMPANY OF OKLAHOMA  
BARTLESVILLE COMANCHE - BLAKE  
TRANSMISSION LINE EASEMENT  
THE CITY OF BARTLESVILLE, OKLAHOMA- TRACT NO. 4A

SAM Job No. 70611  
Page 3 of 3

EXHIBIT "A"

**THENCE SOUTH 88 DEGREES 45 MINUTES 18 SECONDS WEST, ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 100.01 FEET, BACK TO THE POINT OF BEGINNING, CONTAINING 3.177 ACRES OF LAND, MORE OR LESS.**

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

DESCRIPTION PREPARED: 11/03/2023

THIS EASEMENT EXHIBIT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

 03 NOV 2023

STEPHEN ARTHUR BURKE  
PLS# 2058  
SURVEYING AND MAPPING, LLC.  
C.O.A. #4216 EXPIRES: 6/30/2025



**Line Name:** Bartlesville Comanche - Blake

**Line No.:** TLN114:0113 **Easement No.:** 4A

**SUPPLEMENTAL EASEMENT AND RIGHT OF WAY**

On this \_\_\_ day of \_\_\_\_\_, 2024, **City of Bartlesville, Oklahoma, a Municipal Corporation**, whose address is 401 South Johnstone Ave., Bartlesville, Oklahoma 74003, (“Grantor”), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Oklahoma, Washington County, SW/4 of the SE/4 of Section 6, Township No. 26 North, Range No. 13 East of the Indian Meridian, Tax Parcel Number 740026863 in that certain document, dated 06/02/1976, and recorded in Book 662, Page 377, Doc # 35235, of the real property records of Washington County, Oklahoma, and such tract is subject to easements and rights-of-way granted in favor of Public Service Company of Oklahoma.

**Public Service Company of Oklahoma**, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way easement, dated 10/27/1938, and recorded in Book 145, Page 179, Doc # 150103, and under that certain right of way easement, dated 08/14/1952, and recorded in Book 268, Page 185, Doc # 210760, of the official records of Washington County, Oklahoma (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way (“Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: 740026863

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit “A”, attached hereto and made a part hereof (“Easement Area”).

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain

in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

**Any remaining space on this page intentionally left blank. See next page(s) for signature(s).**

IN WITNESS WHEREOF, said Grantor has executed the Easement effective the day, month and year first above written.

**GRANTOR**

City of Bartlesville, Oklahoma, a Municipal Corporation

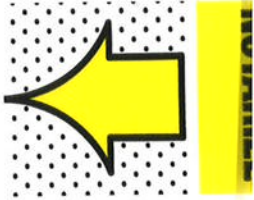
By: \_\_\_\_\_  
Title: \_\_\_\_\_



State of Oklahoma       §  
                                      §  
County of Washington   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of City of Bartlesville, Oklahoma, a Municipal Corporation, a(n) \_\_\_\_\_ Corporation, on behalf of said corporation.

In Witness Whereof, I have subscribed by name and affixed my official seal.



\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

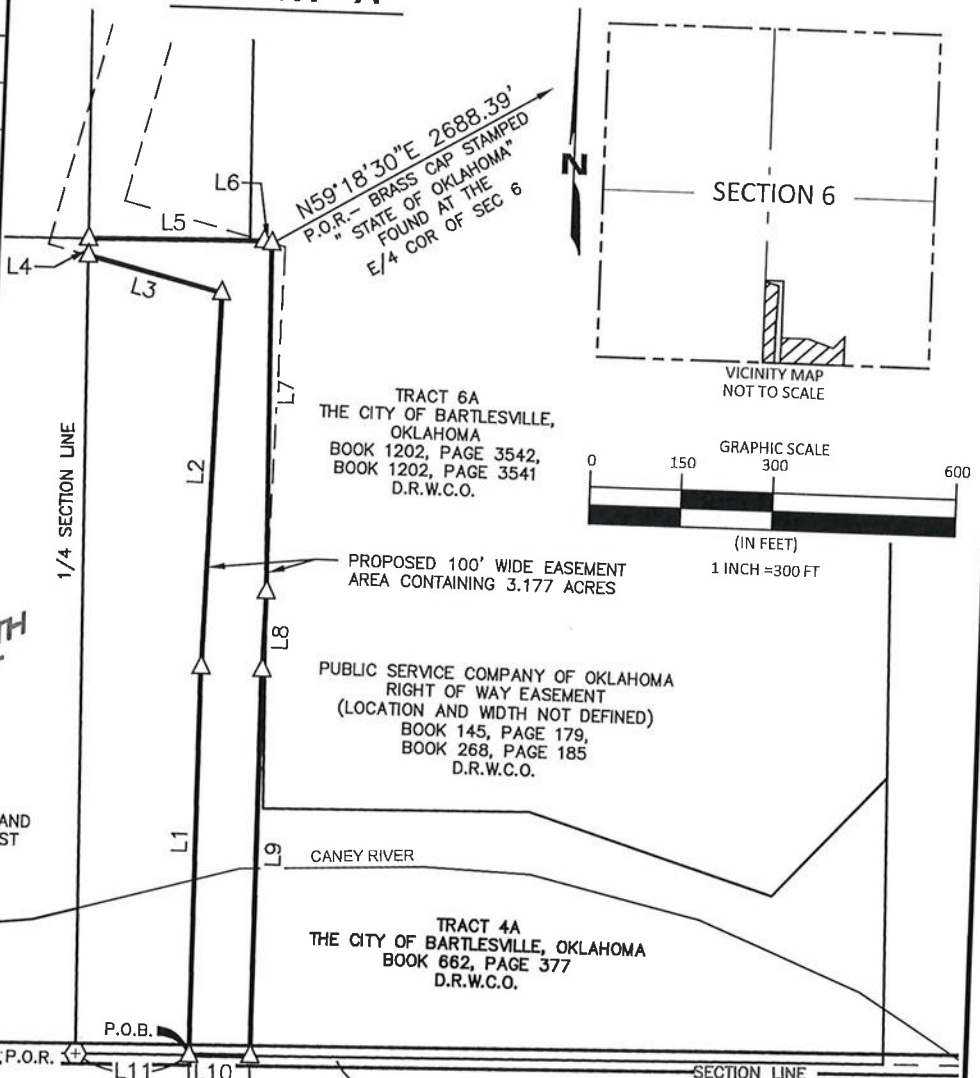
This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of **Public Service Company of Oklahoma.**

When recorded return to: American Electric Power - Transmission Right of Way, 212 E. 6<sup>th</sup> Street, Tulsa, OK 74119.



# EXHIBIT "A"

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00°19'43"W	630.03'
L2	N01°00'54"E	607.07'
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L9	S00°19'43"E	627.26'
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L11	S88°45'18"W	185.01'



**SECTION 6  
TOWNSHIP 26 NORTH  
RANGE 13 EAST**

TRACT 4B  
THE THOMAS E. SCHMIDT AND  
THELMA M. SCHMIDT TRUST  
BOOK 950, PAGE 1696  
D.R.W.C.O.

TRACT 6A  
THE CITY OF BARTLESVILLE,  
OKLAHOMA  
BOOK 1202, PAGE 3542,  
BOOK 1202, PAGE 3541  
D.R.W.C.O.

PUBLIC SERVICE COMPANY OF OKLAHOMA  
RIGHT OF WAY EASEMENT  
(LOCATION AND WIDTH NOT DEFINED)  
BOOK 145, PAGE 179,  
BOOK 268, PAGE 185  
D.R.W.C.O.

TRACT 4A  
THE CITY OF BARTLESVILLE, OKLAHOMA  
BOOK 662, PAGE 377  
D.R.W.C.O.

NO ROAD  
(33' STATUTORY RIGHT-OF-WAY)

### LEGEND

- D.R.W.C.O. DEED RECORDS, WASHINGTON COUNTY, OKLAHOMA
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- △ CALCULATED POINT
- ⊕ 1/2" IRON ROD WITH RED CAP STAMPED "CA 1046" FOUND
- ▭ EASEMENT AREA
- SECTION LINE
- - - 1/4 SECTION LINE
- ==== SUBJECT PROPERTY LINE
- ==== PROPERTY LINE
- PROPOSED EASEMENT
- STATUTORY RIGHT OF WAY



*Stephen Arthur Burke*

03 NOV 2023

STEPHEN ARTHUR BURKE  
PLS #2058  
C.O.A. #4216 EXPIRES: 6/30/2025

### NOTES:

- THIS EXHIBIT MAY NOT REFLECT UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT.
- REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
- BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
- ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

THIS EASEMENT EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS



1341 W. Mockingbird Lane,  
Suite 400W, Dallas, TX 75247  
Ph: (214) 631-7888 Fax: (214) 631-7103  
EMAIL: SAM@SAM.BIZ

SURV. PROJ. NUMBER: 1022070611  
LINE NAME: BARTLESVILLE COMANCHE - BLAKE  
NEW LINE NUMBER: TLN 114:0113  
EASEMENT NUMBER: 4A

<b>AMERICAN ELECTRIC POWER COMPANY</b>			
EASEMENT ACROSS THE LANDS OF THE CITY OF BARTLESVILLE, OKLAHOMA CONTAINING 3.177 ACRES			
SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA			
SCALE: 1"=300'	SITE VISIT: 12/17/2022	DRAWN: MW	PAGE: 01 OF 03

EXHIBIT "A"

**BEING** A TRACT OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, FROM WHICH A 1/2-INCH IRON ROD WITH RED CAP STAMPED "CA 1046" FOUND AT THE SOUTH 1/4 CORNER OF SAID SECTION 6 BEARS SOUTH 88 DEGREES 45 MINUTES 18 SECONDS WEST, A DISTANCE OF 185.01 FEET;

**THENCE** LEAVING SAID SOUTH LINE, OVER AND ACROSS SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

NORTH 00 DEGREES 19 MINUTES 43 SECONDS WEST, A DISTANCE OF 630.03 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 00 MINUTES 54 SECONDS WEST, A DISTANCE OF 607.07 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 226.58 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO A POINT FOR CORNER;

**THENCE** NORTH 01 DEGREES 14 MINUTES 33 SECONDS WEST, ON AND ALONG SAID WEST LINE, A DISTANCE OF 27.44 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO A POINT FOR CORNER;

**THENCE** NORTH 88 DEGREES 48 MINUTES 04 SECONDS EAST, ON AND ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 286.89 FEET TO A POINT FOR CORNER;

**THENCE** SOUTH 76 DEGREES 21 MINUTES 32 SECONDS, LEAVING SAID NORTH LINE, A DISTANCE OF 13.57 FEET TO THE COMMON LINE OF A TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF BARTLESVILLE, OKLAHOMA, RECORDED IN VOLUME 662, PAGE 377, OF THE DEED RECORDS OF WASHINGTON COUNTY, OKLAHOMA, (D.R.W.C.O.), AND A TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF BARTLESVILLE, OKLAHOMA, RECORDED IN BOOK 1202, PAGES 3541 AND 3542, D.R.W.C.O., TO A POINT FOR CORNER, FROM WHICH A BRASS CAP STAMPED, "STATE OF OKLAHOMA", FOUND AT THE EAST 1/4 CORNER OF THE OF SAID SECTION 6 BEARS NORTH 59 DEGREES 18 MINUTES 30 SECONDS EAST, A DISTANCE OF 2,688.39 FEET;

**THENCE** SOUTH 01 DEGREES 14 MINUTES 34 SECONDS EAST, ON AND ALONG SAID EAST LINE, A DISTANCE OF 565.14 FEET TO A POINT FOR CORNER;

**THENCE** SOUTH 01 DEGREES 00 MINUTES 54 SECONDS EAST, LEAVING SAID EAST LINE, A DISTANCE OF 126.26 FEET TO A POINT FOR CORNER;

**THENCE** SOUTH 00 DEGREES 19 MINUTES 43 SECONDS EAST, A DISTANCE OF 627.26 FEET TO THE AFOREMENTIONED SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO A POINT FOR CORNER;

PUBLIC SERVICE COMPANY OF OKLAHOMA  
BARTLESVILLE COMANCHE - BLAKE  
TRANSMISSION LINE EASEMENT  
THE CITY OF BARTLESVILLE, OKLAHOMA- TRACT NO. 4A

SAM Job No. 70611  
Page 3 of 3

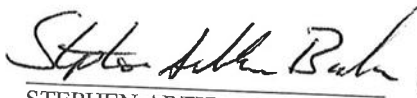
EXHIBIT "A"

**THENCE** SOUTH 88 DEGREES 45 MINUTES 18 SECONDS WEST, ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 100.01 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 3.177 ACRES OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

DESCRIPTION PREPARED: 11/03/2023

THIS EASEMENT EXHIBIT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

 03 NOV 2023

STEPHEN ARTHUR BURKE  
PLS# 2058  
SURVEYING AND MAPPING, LLC.  
C.O.A. #4216 EXPIRES: 6/30/2025





November 17, 2023

**IMPORTANT INFORMATION ABOUT YOUR PROPERTY**

The City of Bartlesville, Oklahoma a Municipal Corporation  
401 S. Johnstone Avenue  
Bartlesville, Oklahoma 74003

**Re: Bartlesville Comanche - Blake Transmission Line Rebuild Project – Supplemental Easement Offer**

Dear Neighbor,

You are receiving this letter because you own property or live in the area that's part of Public Service Company of Oklahoma's (PSO) Bartlesville Comanche - Blake Transmission Line Rebuild Project.

The project involves rebuilding about 17 miles of 69-kilovolt transmission line between the Bartlesville Comanche Substation, located in Bartlesville off Southeast Frank Phillips Boulevard, and the Blake Substation, located in northeastern Osage County off Highway 10. Please see the enclosed fact sheet for a map of the project area and additional project information.

In preparation for this project, PSO representatives look to supplement an existing easement on your property to meet updated standards for the safe construction, operation and maintenance of the transmission line.

**As part of this process, PSO representatives ask that you please:**

- Review the enclosed Supplemental Easement Offer, which modifies the company's rights on your property
- Review the enclosed Survey Exhibit, which displays the approximate location of the easement
- Review the enclosed Easement Payment Schedule, which includes PSO's offer based on its assessed value, and W-9
- Complete the enclosed Special Conditions Report, which alerts us to gates, pets, children, septic systems and other things on your property that we should be aware of

**Coates Field Service, Inc.**, serves as PSO's right-of-way representative for this project. An agent plans to contact you soon to discuss your offer.

After talking with an agent, please sign and date each document, have the Supplemental Easement Offer documents notarized, and return all documents in the enclosed self-addressed, stamped envelope. You can then expect a check in the agreed-upon amount, along with a copy of the fully executed easement documents.

Please contact me at (918) 853-2616 or [josh.bishop@coatesfs.com](mailto:josh.bishop@coatesfs.com) and/or contact Dan Spencer at (805) 828-9596 or email at [dan.spencer@coatesfs.com](mailto:dan.spencer@coatesfs.com) if you have any questions. Thank you in advance for your prompt response.

Sincerely,

**Josh Bishop**  
Right-of-Way Agent  
Coates Field Service, Inc., represents PSO

**Dan Spencer**  
Right of Way Supervisor  
Coates Field Service, Inc., represents PSO

Enclosures: Easement Offer, Survey Exhibit, Easement Payment Schedule, Special Conditions Report, Fact Sheet and W-9



**COATES**  
Coates Field Service, Inc.  
Operations  
PO Box 248956  
Oklahoma City OK 73124-8956

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USPS CERTIFIED MAIL



9214 8901 9403 8339 5035 19

81063745

AR

AR

AEP

CITY OF BARTLESVILLE,  
401 S JOHNSTONE AVE  
BARTLESVILLE OK 74003-6656

# BARTLESVILLE COMANCHE - BLAKE TRANSMISSION LINE REBUILD PROJECT

Public Service Company of Oklahoma (PSO) representatives plan to improve the electric transmission system in Washington and Osage counties. The Bartlesville Comanche - Blake Transmission Line Project involves rebuilding about 17 miles of transmission line to increase electric reliability and strengthen the local power grid.

## WHAT

The project involves rebuilding about 17 miles of 69-kilovolt transmission line and making minor upgrades to area substations.

## WHY

The existing Bartlesville Comanche - Blake transmission line was built in 1957 and expanded in 1978. The line's poles and wires have reached the end of their service life.

The project:

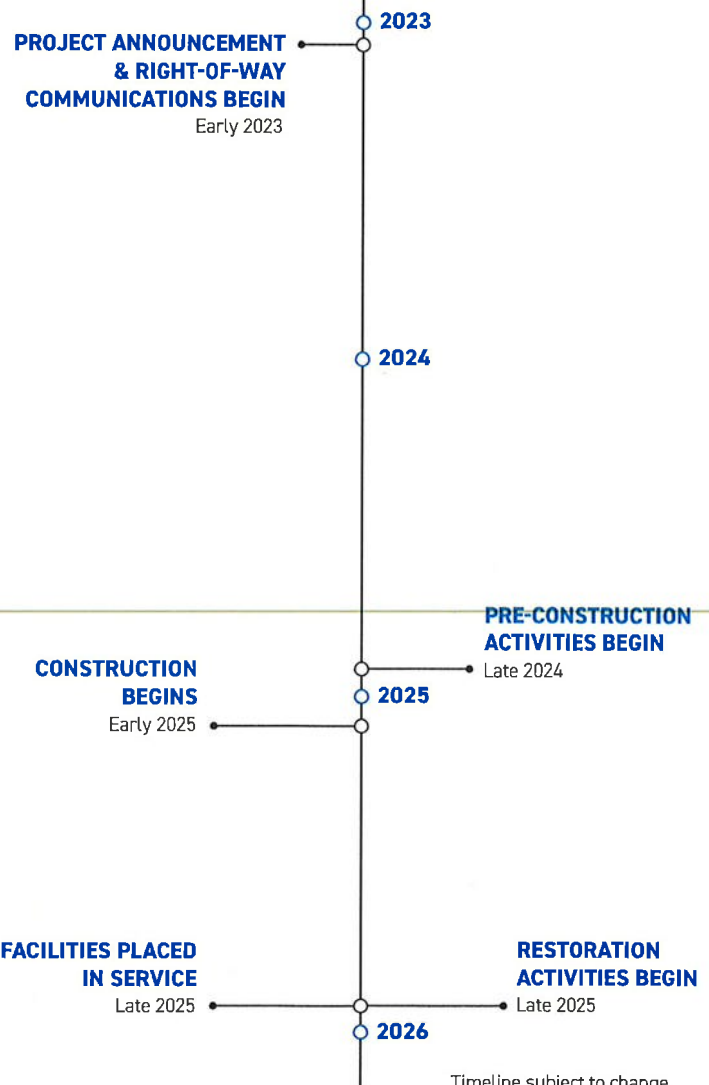
- Replaces aging wooden poles with steel poles
- Upgrades wires to ensure continued reliability for customers
- Strengthens the line against severe weather impacts and decreases the likelihood of large, community-wide power outages

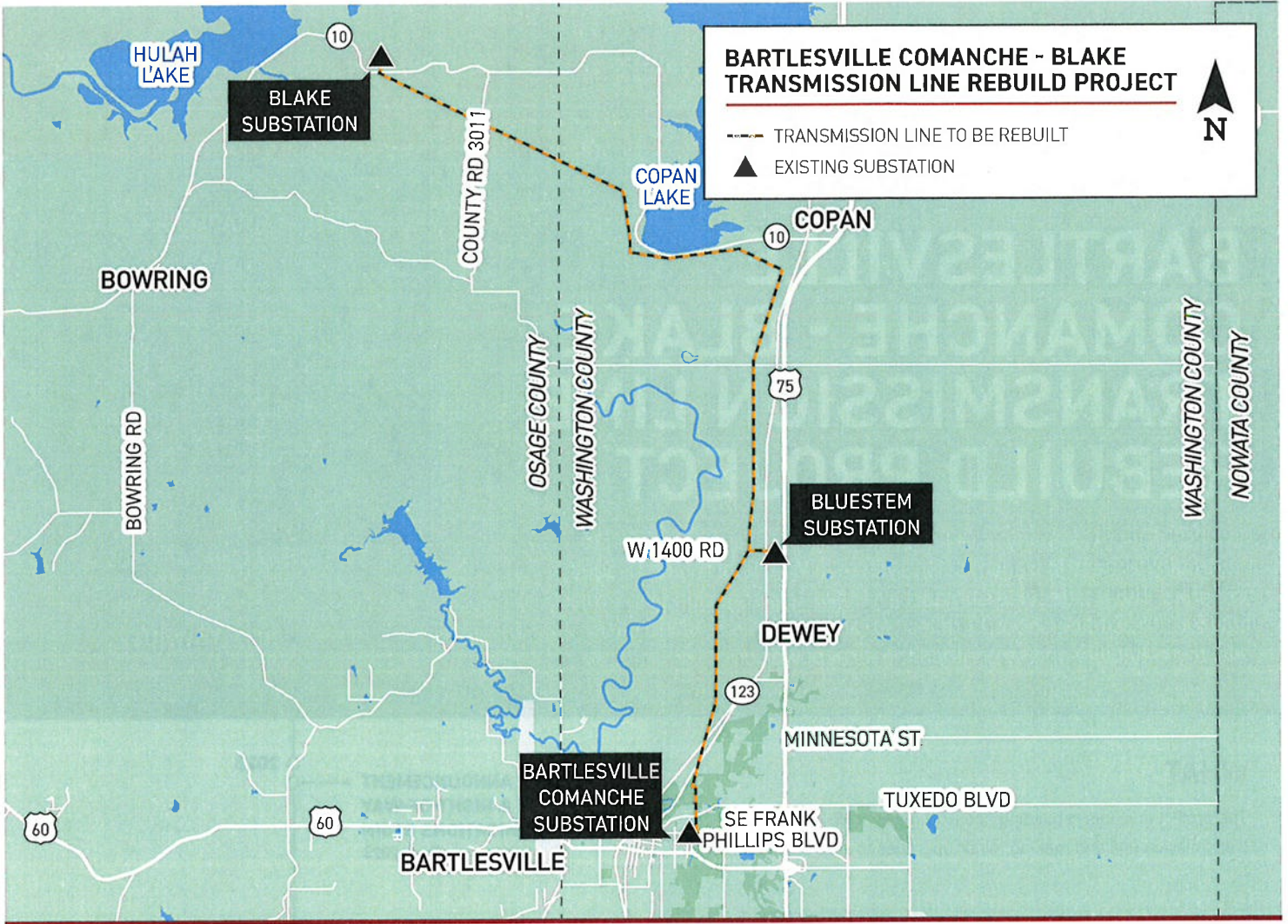
## WHERE

The power line stretches about 17 miles between PSO's Bartlesville Comanche Substation, located at the southeast corner of Southeast Frank Phillips Boulevard and South Comanche Avenue, and PSO's Blake Substation, located in northeastern Osage County off Highway 10.

The project area includes:

- City of Bartlesville
- City of Dewey
- Town of Copan
- Washington County
- Osage County





## TYPICAL STRUCTURES

PSO crews plan to install steel single poles and steel H-frame structures on this project.

Typical Structure Height:

\*Approximately 80 - 100 feet

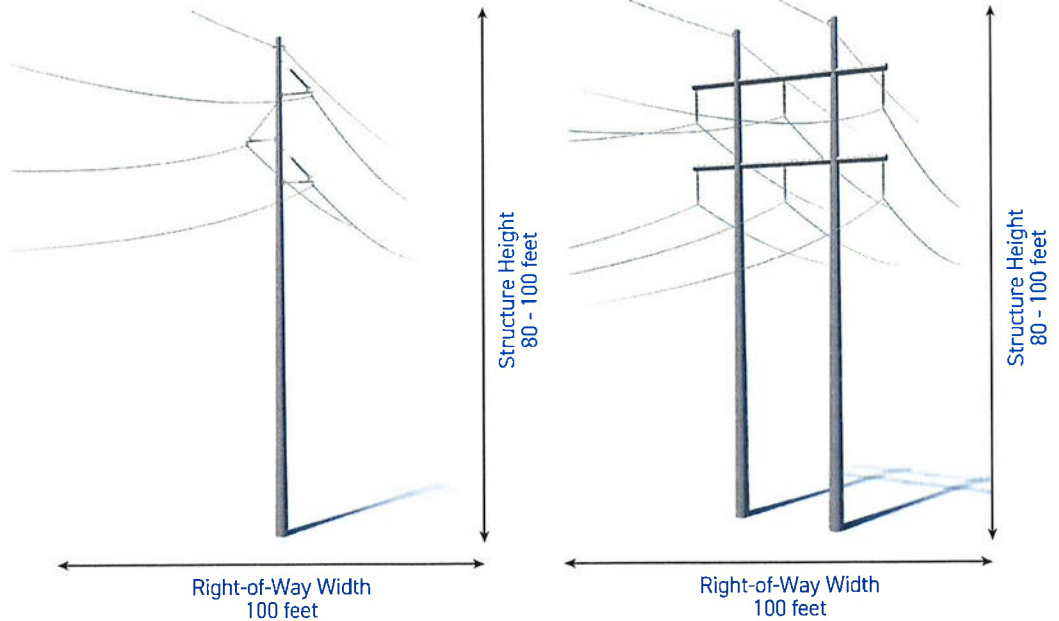
Typical Distance Between Structures:

\*Approximately 600 feet

Typical Right-of-Way Width:

100 feet

\*Exact structure, height, and right-of-way requirements may vary.



**WE VALUE YOUR INPUT. PLEASE SEND COMMENTS AND QUESTIONS TO:**

MATTHEW HAMES • PROJECT OUTREACH SPECIALIST

MCHAMES@AEP.COM • 918-237-6736

PSOKLAHOMA.COM/BARTLESVILLE-BLAKE



02/02/2023

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for Instructions and the latest information.

**1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**

**2 Business name/disregarded entity name, if different from above**

**3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.**

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

**4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):**

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5 Address (number, street, and apt. or suite no.) See instructions.**

**6 City, state, and ZIP code**

**7 List account number(s) here (optional)**

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-						
--	--	--	--	---	--	--	--	--	--	--

or

**Employer identification number**

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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**      **Signature of U.S. person** ▶ \_\_\_\_\_      **Date** ▶ \_\_\_\_\_



## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stock or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> <li>Corporation</li> </ul>	Corporation
<ul style="list-style-type: none"> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> <li>LLC treated as a partnership for U.S. federal tax purposes,</li> <li>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> <li>Partnership</li> </ul>	Partnership
<ul style="list-style-type: none"> <li>Trust/estate</li> </ul>	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Line Name: Bartlesville Comanche - Blake  
 Line No.: TLN114:0113 Easement No.: 6A

**EASEMENT PAYMENT SCHEDULE**

**THE UNDERSIGNED:**

**GRANTOR:** The City of Bartlesville, Oklahoma a Municipal Corporation  
**ADDRESS:** 401 S. Johnstone Avenue, Bartlesville, OK 74003

**HEREBY OFFER** to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right-of-Way for an electric transmission, distribution, and communication lines, being, in, on, over, under, through and across the land of the Undersigned situated in E/2 of Section 6, Township No. 26 North, Range No. 13 East of the Indian Meridian, Tax Parcel Number 211061-000000-000000-05, Washington County, State of Oklahoma, under an easement dated \_\_\_\_\_, 2023 from the Undersigned to the Company, to wit:

**PAYMENT SCHEDULE**

<b>Easement Acquisition Cost Description:</b>	<b>Items Paid</b>
Easement Consideration Paid – 4.712 Acres +/- @ \$2,000.00 (lump sum)	\$2,000.00
942 - Sub-Totals	\$2,000.00
943 - Sub-Totals	\$0
946 - Sub-Totals	\$0
<b>Total Consideration includes Initial Consideration Paid</b>	<b>\$2,000.00</b>

The amounts so determined are for the Easement and Right-of-Way. Any construction damages will be paid separately unless noted above.

Accepted on \_\_\_\_\_, 2023

Signed on \_\_\_\_\_, 2023

Coates Field Service Company, Inc. for:  
**Public Service Company of Oklahoma**

**GRANTOR:** The City of Bartlesville, Oklahoma a Municipal Corporation

By: \_\_\_\_\_  
 Field Agent: \_\_\_\_\_

By: \_\_\_\_\_  
 Signature of Authorized Signer

\_\_\_\_\_  
 Print Name and Title



**For Office Use Only:**

Attach Required W-9

GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Easement Payment
114	TRANS	A21019002	T10307794-001	1070001	10425	942	691	\$2,000.00
GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Damage Payment
114	TRANS	A21019002	T10307794-001	1070001	10425	943	691	\$0
GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	Crop Payment
114	TRANS	A21019002	T10307794-001	1070001	10425	946	691	\$0



An AEP Company

BOUNDLESS ENERGY™



COATES  
FIELD SERVICE, INC.

**SPECIAL CONDITIONS REPORT**

Bartlesville Comanche – Blake Transmission Line Rebuild Project

Parcel #: 6A, Parcel Tax ID No.: 211061-000000-000000-05  
Section 6, Township 26 North, Range 13 East, Washington County, Oklahoma

The City of Bartlesville, Oklahoma a Municipal Corporation  
401 S. Johnstone Avenue  
Bartlesville, Oklahoma 74003



Is the above address correct? If no, please insert correct address below:

\_\_\_\_\_

Please fill in numbers where you can be reached during the day and early evening:

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Do you have a tenant? If yes, please provide contact information below:

Name(s): \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Are you married? Yes / No If yes, please provide Spouse's name below:  
(Circle One) \_\_\_\_\_

PLEASE LIST SPECIAL CONDITIONS:

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

**Line Name:** Bartlesville Comanche - Blake

**Line No.:** TLN114:0113 **Easement No.:** 6A

**SUPPLEMENTAL EASEMENT AND RIGHT OF WAY**

On this \_\_\_ day of \_\_\_\_\_, 2023, **The City of Bartlesville, Oklahoma a Municipal Corporation**, whose address is 401 S. Johnstone Avenue, Bartlesville, Oklahoma 74003, (“Grantor”), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Oklahoma, Washington County, E/2 of Section 6, Township No. 26 North, Range No. 13 East of the Indian Meridian, Tax Parcel Number 211061-000000-000000-05 in that certain document, dated 08/02/2022, and recorded in Book 1202, Page 3542, Doc # 2022006877 and in that certain document, dated 08/02/2022, and recorded in Book 1202, Page 3541, Doc # 2022006876 of the real property records of Washington County, Oklahoma, and such tract is subject to easements and rights-of-way granted in favor of Public Service Company of Oklahoma.

**Public Service Company of Oklahoma**, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain Right of Easement, dated 10/27/1938, and recorded in Book 145, Page 179, Doc # 150103, under that certain Right of Easement, dated 08/14/1952, and recorded in Book 268, Page 185, Doc # 210760, and under that certain Right of Easement, dated 08/15/1952, and recorded in Book 270, Page 183, Doc # 211567 of the official records of Washington County, Oklahoma (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way (“Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: 211061-000000-000000-05



The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit "A", attached hereto and made a part hereof ("Easement Area").

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

**Any remaining space on this page intentionally left blank. See next page(s) for signature(s).**

IN WITNESS WHEREOF, said Grantor has executed the Easement effective the day, month and year first above written.

**GRANTOR:** The City of Bartlesville, Oklahoma a  
Municipal Corporation

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

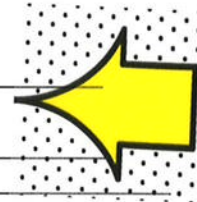


State of Oklahoma       §  
                                      §  
County of Washington   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_ of The City of Bartlesville, Oklahoma a Municipal Corporation, on behalf of said agency.

In Witness Whereof, I have subscribed by name and affixed my official seal.

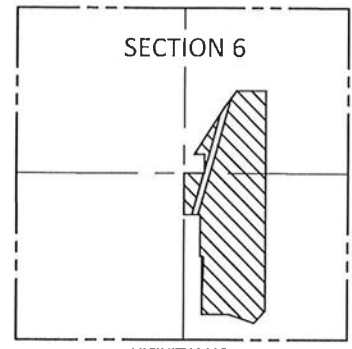
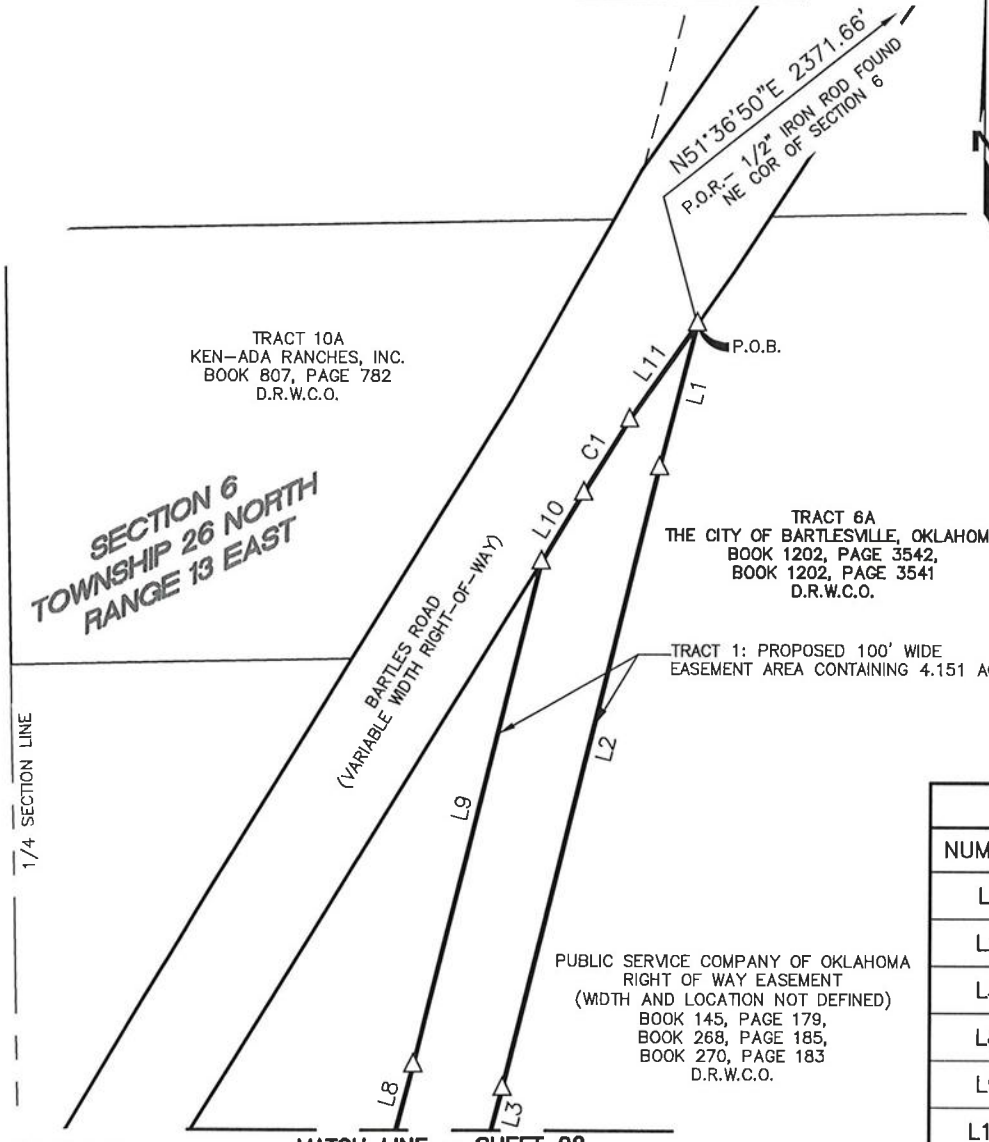
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of **Public Service Company of Oklahoma.**

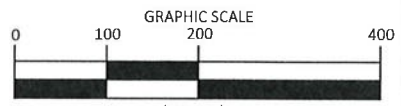
When recorded return to: American Electric Power - Transmission Right of Way, 212 E. 6<sup>th</sup> Street, Tulsa, OK 74119.

# EXHIBIT "A"



SECTION 6

VICINITY MAP  
NOT TO SCALE



GRAPHIC SCALE  
(IN FEET)  
1 INCH = 200 FT

SECTION 6  
TOWNSHIP 26 NORTH  
RANGE 13 EAST

TRACT 10A  
KEN-ADA RANCHES, INC.  
BOOK 807, PAGE 782  
D.R.W.C.O.

TRACT 6A  
THE CITY OF BARTLESVILLE, OKLAHOMA  
BOOK 1202, PAGE 3542,  
BOOK 1202, PAGE 3541  
D.R.W.C.O.

TRACT 1: PROPOSED 100' WIDE  
EASEMENT AREA CONTAINING 4.151 ACRES

PUBLIC SERVICE COMPANY OF OKLAHOMA  
RIGHT OF WAY EASEMENT  
(WIDTH AND LOCATION NOT DEFINED)  
BOOK 145, PAGE 179,  
BOOK 268, PAGE 185,  
BOOK 270, PAGE 183  
D.R.W.C.O.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S14°31'48"W	160.76'
L2	S13°58'58"W	692.65'
L3	S14°51'11"W	1085.32'
L8	N14°51'11"E	364.04'
L9	N13°58'58"E	561.54'
L10	N31°32'55"E	87.65'
L11	N35°13'52"E	127.25'

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	0°56'43"	5669.58'	93.54'	N32°01'17"E	93.54'

### LEGEND

- D.R.W.C.O. DEED RECORDS, WASHINGTON COUNTY, OKLAHOMA
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- EASEMENT AREA
- CALCULATED POINT
- 1" CAPPED STEEL PIPE STAMPED "ODOT PLS 1563"
- SUBJECT PROPERTY LINE
- PROPERTY LINE
- 1/4 SECTION LINE
- PROPOSED EASEMENT LINE

### NOTES:

- THIS EXHIBIT MAY NOT REFLECT UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT.
- REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
- BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
- ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

THIS EASEMENT EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

SURV. PROJ. NUMBER: 1022070611  
 LINE NAME: BARTLESVILLE COMANCHE - BLAKE  
 NEW LINE NUMBER: TLN 114:0113  
 EASEMENT NUMBER: 6A

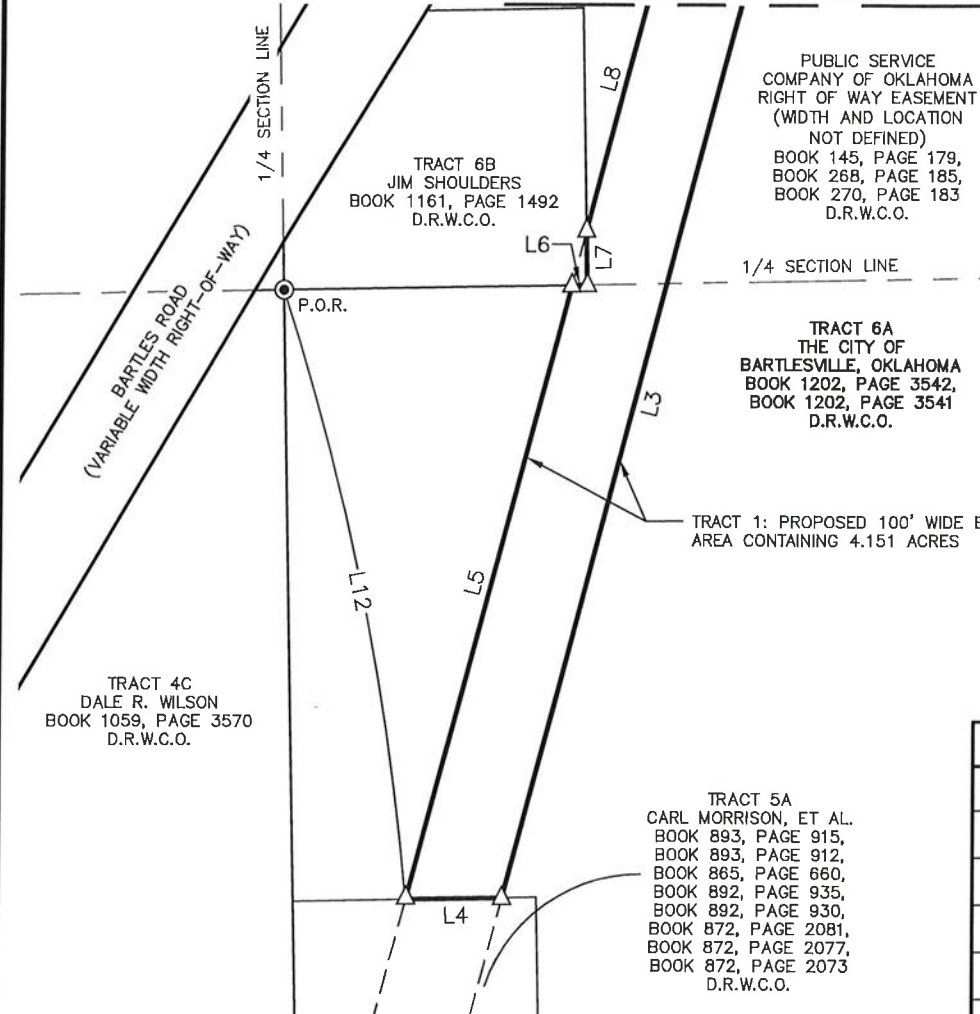
<b>AMERICAN ELECTRIC POWER COMPANY</b>			
EASEMENT ACROSS THE LANDS OF THE CITY OF BARTLESVILLE, OKLAHOMA CONTAINING 4.151 ACRES			
SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA			
SCALE: 1"=200'	SITE VISIT: 12/11/2022	DRAWN: HG	PAGE: 01 OF 08



1341 W. Mockingbird Lane,  
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# EXHIBIT "A"

MATCH LINE - SHEET 01



TRACT 6B  
JIM SHOULDERS  
BOOK 1161, PAGE 1492  
D.R.W.C.O.

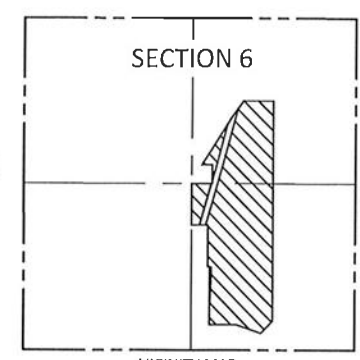
PUBLIC SERVICE  
COMPANY OF OKLAHOMA  
RIGHT OF WAY EASEMENT  
(WIDTH AND LOCATION  
NOT DEFINED)  
BOOK 145, PAGE 179,  
BOOK 268, PAGE 185,  
BOOK 270, PAGE 183  
D.R.W.C.O.

TRACT 6A  
THE CITY OF  
BARTLESVILLE, OKLAHOMA  
BOOK 1202, PAGE 3542,  
BOOK 1202, PAGE 3541  
D.R.W.C.O.

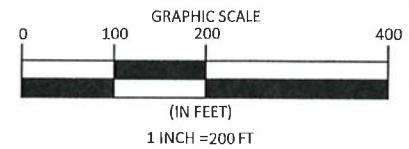
TRACT 1: PROPOSED 100' WIDE EASEMENT  
AREA CONTAINING 4.151 ACRES

TRACT 4C  
DALE R. WILSON  
BOOK 1059, PAGE 3570  
D.R.W.C.O.

TRACT 5A  
CARL MORRISON, ET AL.  
BOOK 893, PAGE 915,  
BOOK 893, PAGE 912,  
BOOK 865, PAGE 660,  
BOOK 892, PAGE 935,  
BOOK 892, PAGE 930,  
BOOK 872, PAGE 2081,  
BOOK 872, PAGE 2077,  
BOOK 872, PAGE 2073  
D.R.W.C.O.



VICINITY MAP  
NOT TO SCALE



**SECTION 6  
TOWNSHIP 26 NORTH  
RANGE 13 EAST**

LINE TABLE		
NUMBER	BEARING	DISTANCE
L3	S14°51'11"W	1085.32'
L4	S88°49'28"W	104.04'
L5	N14°51'11"E	687.71'
L6	N88°50'51"E	17.03'
L7	N01°12'35"W	59.15'
L8	N14°51'11"E	364.04'
L12	N11°43'21"W	672.46'

## LEGEND

- D.R.W.C.O. DEED RECORDS, WASHINGTON COUNTY, OKLAHOMA
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- EASEMENT AREA
- CALCULATED POINT
- 1" CAPPED STEEL PIPE STAMPED "ODOT PLS 1563"
- SUBJECT PROPERTY LINE
- PROPERTY LINE
- 1/4 SECTION LINE
- PROPOSED EASEMENT LINE



*Stephen Arthur Burke*

03 NOV 2023

STEPHEN ARTHUR BURKE DATE  
PLS #2058  
C.O.A. #4216 EXPIRES: 6/30/2025

## NOTES:

1. THIS EXHIBIT MAY NOT REFLECT UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT.
2. REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
3. BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
4. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

THIS EASEMENT EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

SURV. PROJ. NUMBER: 1022070611  
LINE NAME: BARTLESVILLE COMANCHE - BLAKE  
NEW LINE NUMBER: TLN 114:0113  
EASEMENT NUMBER: 6A

<b>AMERICAN ELECTRIC POWER COMPANY</b>			
EASEMENT ACROSS THE LANDS OF THE CITY OF BARTLESVILLE, OKLAHOMA CONTAINING 4.151 ACRES			
SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA			
SCALE: 1"=200'	SITE VISIT: 12/11/2022	DRAWN: HG	PAGE: 02 OF 08



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Suite 400W, Dallas, TX 75247  
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EMAIL: SAM@SAM.BIZ

EXHIBIT "A"

**TRACT 1**

**BEING** A TRACT OF LAND SITUATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF BARTLES ROAD (VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SECTION 6 BEARS NORTH 51 DEGREES 36 MINUTES 50 SECONDS EAST, A DISTANCE OF 2,371.66 FEET;

**THENCE** LEAVING SAID RIGHT-OF-WAY LINE, OVER AND ACROSS SAID EAST 1/2, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

SOUTH 14 DEGREES 31 MINUTES 48 SECONDS WEST, A DISTANCE OF 160.76 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 692.65 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 1,085.32 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST QUARTER OF THE SOUTHWEST 1/4 OF SAID SECTION 6 TO A POINT FOR CORNER;

**THENCE** SOUTH 88 DEGREES 49 MINUTES 28 SECONDS WEST, ON AND ALONG SAID NORTH LINE, A DISTANCE OF 104.04 FEET TO A POINT FOR CORNER, FROM WHICH A 1-INCH CAPPED STEEL PIPE STAMPED "ODOT PLS 1563" FOUND AT THE CENTER 1/4 CORNER OF SAID SECTION 6 BEARS NORTH 11 DEGREES 43 MINUTES 21 SECONDS WEST, A DISTANCE OF 672.46 FEET;

**THENCE** NORTH 14 DEGREES 51 MINUTES 11 SECONDS EAST, LEAVING SAID NORTH LINE, A DISTANCE OF 687.71 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6 TO A POINT FOR CORNER;

**THENCE** NORTH 88 DEGREES 50 MINUTES 51 SECONDS EAST, ON AND ALONG SAID NORTH LINE, A DISTANCE OF 17.03 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6 TO A POINT FOR CORNER;

**THENCE** NORTH 01 DEGREES 12 MINUTES 35 SECONDS WEST, LEAVING SAID NORTH LINE ON AND ALONG SAID EAST LINE, A DISTANCE OF 59.15 FEET TO A POINT FOR CORNER;

**THENCE** NORTH 14 DEGREES 51 MINUTES 11 SECONDS EAST, LEAVING SAID EAST LINE, A DISTANCE OF 364.04 FEET TO A POINT FOR CORNER;

**THENCE** NORTH 13 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 561.54 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF BARTLES ROAD TO A POINT FOR CORNER;

EXHIBIT "A"

**THENCE** NORTH 31 DEGREES 32 MINUTES 55 SECONDS EAST, A DISTANCE OF 87.65 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5,669.58 FEET WITH A CHORD BEARING NORTH 32 DEGREES 01 MINUTES 17 SECONDS EAST, AND CHORD DISTANCE OF 93.54 FEET;

**THENCE** WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 93.54 FEET TO A POINT OF TANGENCY.

**THENCE** NORTH 35 DEGREES 13 MINUTES 52 SECONDS EAST, CONTINUING ON AND ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 127.25 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 4.211 ACRES OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

DESCRIPTION PREPARED: 11/03/2023

THIS EASEMENT EXHIBIT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

 03 NOV 2023

STEPHEN ARTHUR BURKE  
PLS# 2058  
SURVEYING AND MAPPING, LLC.  
C.O.A. #4216 EXPIRES: 6/30/2025



**EXHIBIT "A"**

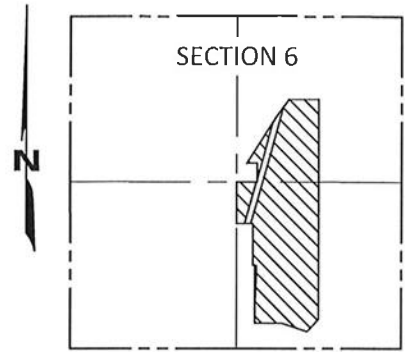
TRACT 5A  
 CARL MORRISON, ET AL.  
 BOOK 893, PAGE 915,  
 BOOK 893, PAGE 912,  
 BOOK 865, PAGE 660,  
 BOOK 892, PAGE 935,  
 BOOK 892, PAGE 930,  
 BOOK 872, PAGE 2081,  
 BOOK 872, PAGE 2077,  
 BOOK 872, PAGE 2073  
 D.R.W.C.O.

PUBLIC SERVICE COMPANY OF OKLAHOMA  
 RIGHT OF WAY EASEMENT  
 (WIDTH AND LOCATION NOT DEFINED)  
 BOOK 145, PAGE 179,  
 BOOK 268, PAGE 185,  
 BOOK 270, PAGE 183  
 D.R.W.C.O.

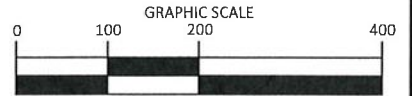
TRACT 6A  
 THE CITY OF BARTLESVILLE,  
 OKLAHOMA  
 BOOK 1202, PAGE 3542,  
 BOOK 1202, PAGE 3541  
 D.R.W.C.O.

TRACT 4A  
 THE CITY OF BARTLESVILLE, OKLAHOMA  
 BOOK 662, PAGE 377  
 D.R.W.C.O.

TRACT 2: PROPOSED 100' WIDE EASEMENT  
 AREA CONTAINING 0.002 OF AN ACRE



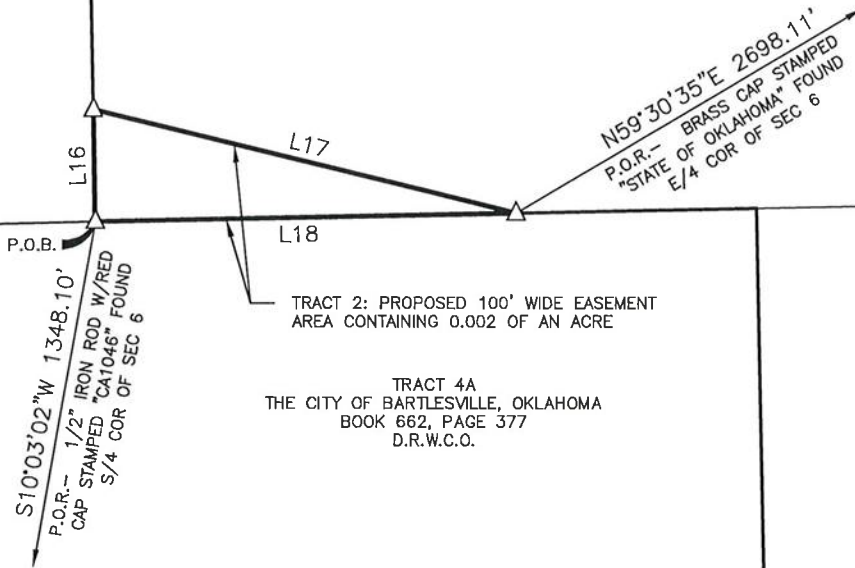
VICINITY MAP  
 NOT TO SCALE



(IN FEET)  
 1 INCH = 200 FT

**SECTION 6  
 TOWNSHIP 26 NORTH  
 RANGE 13 EAST**

LINE TABLE		
NUMBER	BEARING	DISTANCE
L16	N01°14'33"W	6.07'
L17	S76°21'32"E	23.68'
L18	S88°48'03"W	22.89'



S10°03'02"W 1348.10'  
 P.O.R. -- 1/2" IRON ROD W/RED  
 CAP STAMPED "CA1046" FOUND  
 S/4 COR OF SEC 6

N59°30'35"E 2698.11'  
 P.O.R. -- BRASS CAP STAMPED  
 "STATE OF OKLAHOMA" FOUND  
 E/4 COR OF SEC 6

**LEGEND**

- D.R.W.C.O. DEED RECORDS, WASHINGTON COUNTY, OKLAHOMA
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- EASEMENT AREA
- CALCULATED POINT
- SUBJECT PROPERTY LINE
- PROPERTY LINE
- 1/4 SECTION LINE
- PROPOSED EASEMENT LINE



*Stephen Arthur Burke* 03 NOV 2023

STEPHEN ARTHUR BURKE DATE  
 PLS #2058  
 C.O.A. #4216 EXPIRES: 6/30/2025

**NOTES:**

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- REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
- BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
- ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

THIS EASEMENT EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS



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 EMAIL: SAM@SAM.BIZ

SURV. PROJ. NUMBER: 1022070611  
 LINE NAME: BARTLESVILLE COMANCHE - BLAKE  
 NEW LINE NUMBER: TLN 114:0113  
 EASEMENT NUMBER: 6A

<b>AMERICAN ELECTRIC POWER COMPANY</b>			
EASEMENT ACROSS THE LANDS OF THE CITY OF BARTLESVILLE, OKLAHOMA CONTAINING 0.002 OF AN ACRE			
SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA			
SCALE: 1"=200'	SITE VISIT: 12/11/2022	DRAWN: HG	PAGE: 05 OF 08



EXHIBIT "A"

**TRACT 2**

**BEING** A TRACT OF LAND SITUATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FROM WHICH A 1/2-INCH IRON ROD WITH RED CAP STAMPED "CA1046", FOUND AT THE SOUTH 1/4 CORNER OF SAID SECTION 6 BEARS SOUTH 10 DEGREES 03 MINUTES 02 SECONDS WEST, A DISTANCE OF 1,348.10 FEET;

**THENCE** 01 DEGREES 14 MINUTES 33 SECONDS WEST, ON AND ALONG THE COMMON LINE OF A TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF BARTLESVILLE, OKLAHOMA, RECORDED IN BOOK 1202, PAGES 3541 AND 3542 OF THE DEED RECORDS OF WASHINGTON COUNTY, OKLAHOMA, (D.R.W.C.O.), AND A TRACT OF LAND DESCRIBED IN DEED TO CARL MORRISON, ET AL. IN BOOK 893, PAGE 915, D.R.W.C.O., A DISTANCE OF 6.07 FEET TO A POINT FOR CORNER;

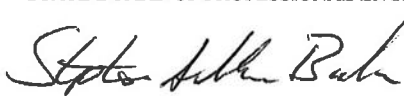
**THENCE** SOUTH 76 DEGREES 21 MINUTES 32 SECONDS EAST, LEAVING SAID COMMON LINE, A DISTANCE OF 23.68 FEET TO AFOREMENTIONED NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, TO A POINT FOR CORNER, FROM WHICH A BRASS CAP STAMPED, "STATE OF OKLAHOMA", FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 6 BEARS NORTH 59 DEGREES 30 MINUTES 35 SECONDS EAST, A DISTANCE OF 2,698.11 FEET

**THENCE** SOUTH 88 DEGREES 48 MINUTES 03 SECONDS WEST, ON AND ALONG SAID NORTH LINE, A DISTANCE OF 22.89 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 0.002 OF AN ACRE OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

DESCRIPTION PREPARED: 11/03/2023

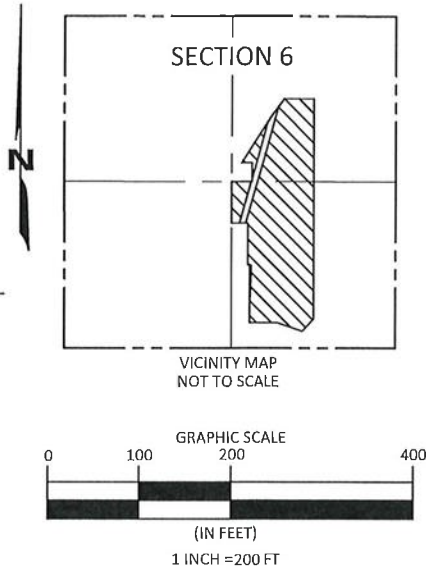
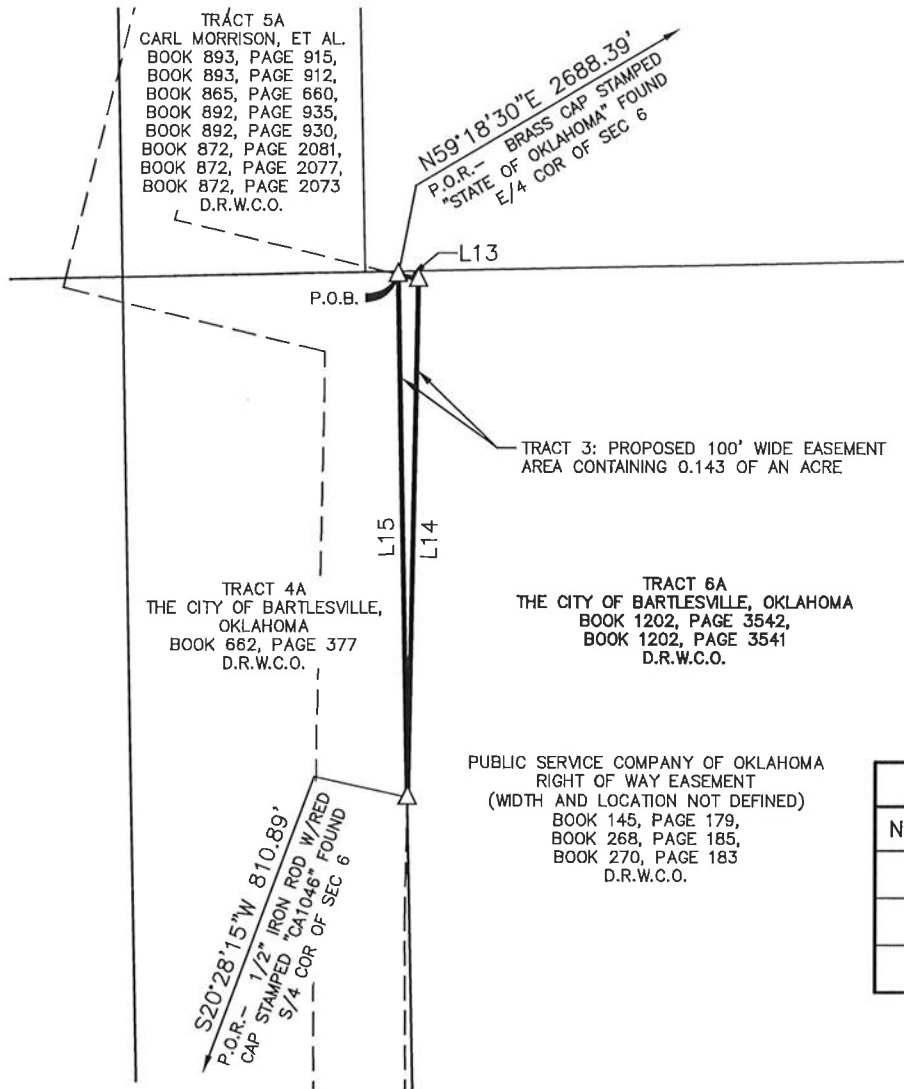
THIS EASEMENT EXHIBIT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

 03 NOV 2023

STEPHEN ARTHUR BURKE  
PLS# 2058  
SURVEYING AND MAPPING, LLC.  
C.O.A. #4216 EXPIRES: 6/30/2025



# EXHIBIT "A"



**SECTION 6  
TOWNSHIP 26 NORTH  
RANGE 13 EAST**

LINE TABLE		
NUMBER	BEARING	DISTANCE
L13	S76°21'32"E	22.82'
L14	S01°00'54"W	559.71'
L15	N01°14'34"W	565.14'

**LEGEND**

- D.R.W.C.O. DEED RECORDS, WASHINGTON COUNTY, OKLAHOMA
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- EASEMENT AREA
- CALCULATED POINT
- SUBJECT PROPERTY LINE
- PROPERTY LINE
- 1/4 SECTION LINE
- PROPOSED EASEMENT LINE



*Stephen Arthur Burke* 03 NOV 2023  
STEPHEN ARTHUR BURKE DATE  
PLS #2058  
C.O.A. #4216 EXPIRES: 6/30/2025

**NOTES:**

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- REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
- BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
- ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

THIS EASEMENT EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

SURV. PROJ. NUMBER: 1022070611  
LINE NAME: BARTLESVILLE COMANCHE - BLAKE  
NEW LINE NUMBER: TLN 114:0113  
EASEMENT NUMBER: 6A

<b>AMERICAN ELECTRIC POWER COMPANY</b>			
EASEMENT ACROSS THE LANDS OF THE CITY OF BARTLESVILLE, OKLAHOMA CONTAINING 0.143 OF AN ACRE			
SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA			
SCALE: 1"=200'	SITE VISIT: 12/11/2022	DRAWN: HG	PAGE: 07 OF 08



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Ph: (214) 631-7888 Fax: (214) 631-7103  
EMAIL: SAM@SAM.BIZ

EXHIBIT "A"

**TRACT 3**

**BEING** A TRACT OF LAND SITUATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FROM WHICH A BRASS CAP STAMPED, "STATE OF OKLAHOMA", FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 6 BEARS NORTH 59 DEGREES 18 MINUTES 30 SECONDS EAST, A DISTANCE OF 2,688.39 FEET;

**THENCE** SOUTH 76 DEGREES 21 MINUTES 32 SECONDS EAST, ON AND ALONG SAID NORTH LINE, A DISTANCE OF 22.82 FEET TO A POINT FOR CORNER;

**THENCE** SOUTH 01 DEGREES 00 MINUTES 54 SECONDS WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 559.71 FEET TO THE COMMON LINE OF A TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF BARTLESVILLE, OKLAHOMA, RECORDED IN BOOK 1202, PAGES 3541 AND 3542, OF THE DEED RECORDS OF WASHINGTON COUNTY, OKLAHOMA, (D.R.W.C.O.), AND A TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF BARTLESVILLE, OKLAHOMA, RECORDED IN BOOK 662, PAGE 377, D.R.W.C.O., TO A POINT FOR CORNER;

**THENCE** NORTH 01 DEGREES 14 MINUTES 34 SECONDS WEST, ON AND ALONG SAID COMMON LINE, A DISTANCE OF 565.414 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 0.143 OF AN ACRE OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

DESCRIPTION PREPARED: 11/03/2023

THIS EASEMENT EXHIBIT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

 03 NOV 2023

STEPHEN ARTHUR BURKE  
PLS# 2058  
SURVEYING AND MAPPING, LLC.  
C.O.A. #4216 EXPIRES: 6/30/2025



**Line Name:** Bartlesville Comanche - Blake

**Line No.:** TLN114:0113 **Easement No.:** 6A

**SUPPLEMENTAL EASEMENT AND RIGHT OF WAY**

On this \_\_\_ day of \_\_\_\_\_, 2023, **The City of Bartlesville, Oklahoma a Municipal Corporation**, whose address is 401 S. Johnstone Avenue, Bartlesville, Oklahoma 74003, (“Grantor”), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Oklahoma, Washington County, E/2 of Section 6, Township No. 26 North, Range No. 13 East of the Indian Meridian, Tax Parcel Number 211061-000000-000000-05 in that certain document, dated 08/02/2022, and recorded in Book 1202, Page 3542, Doc # 2022006877 and in that certain document, dated 08/02/2022, and recorded in Book 1202, Page 3541, Doc # 2022006876 of the real property records of Washington County, Oklahoma, and such tract is subject to easements and rights-of-way granted in favor of Public Service Company of Oklahoma.

**Public Service Company of Oklahoma**, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, (“AEP”) is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain Right of Easement, dated 10/27/1938, and recorded in Book 145, Page 179, Doc # 150103, under that certain Right of Easement, dated 08/14/1952, and recorded in Book 268, Page 185, Doc # 210760, and under that certain Right of Easement, dated 08/15/1952, and recorded in Book 270, Page 183, Doc # 211567 of the official records of Washington County, Oklahoma (the “Original Easement”).

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way (“Easement”) to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: 211061-000000-000000-05

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit "A", attached hereto and made a part hereof ("Easement Area").

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

**Any remaining space on this page intentionally left blank. See next page(s) for signature(s).**

IN WITNESS WHEREOF, said Grantor has executed the Easement effective the day, month and year first above written.

**GRANTOR:** The City of Bartlesville, Oklahoma a Municipal Corporation



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

State of Oklahoma       §  
                                      §  
County of Washington   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_ of The City of Bartlesville, Oklahoma a Municipal Corporation, on behalf of said agency.

In Witness Whereof, I have subscribed by name and affixed my official seal.

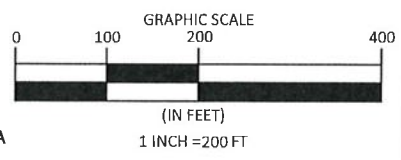
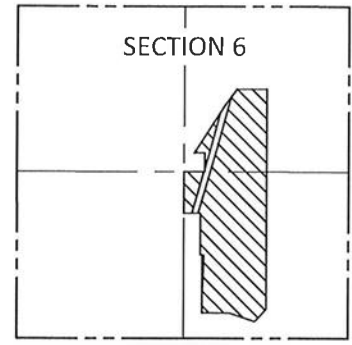
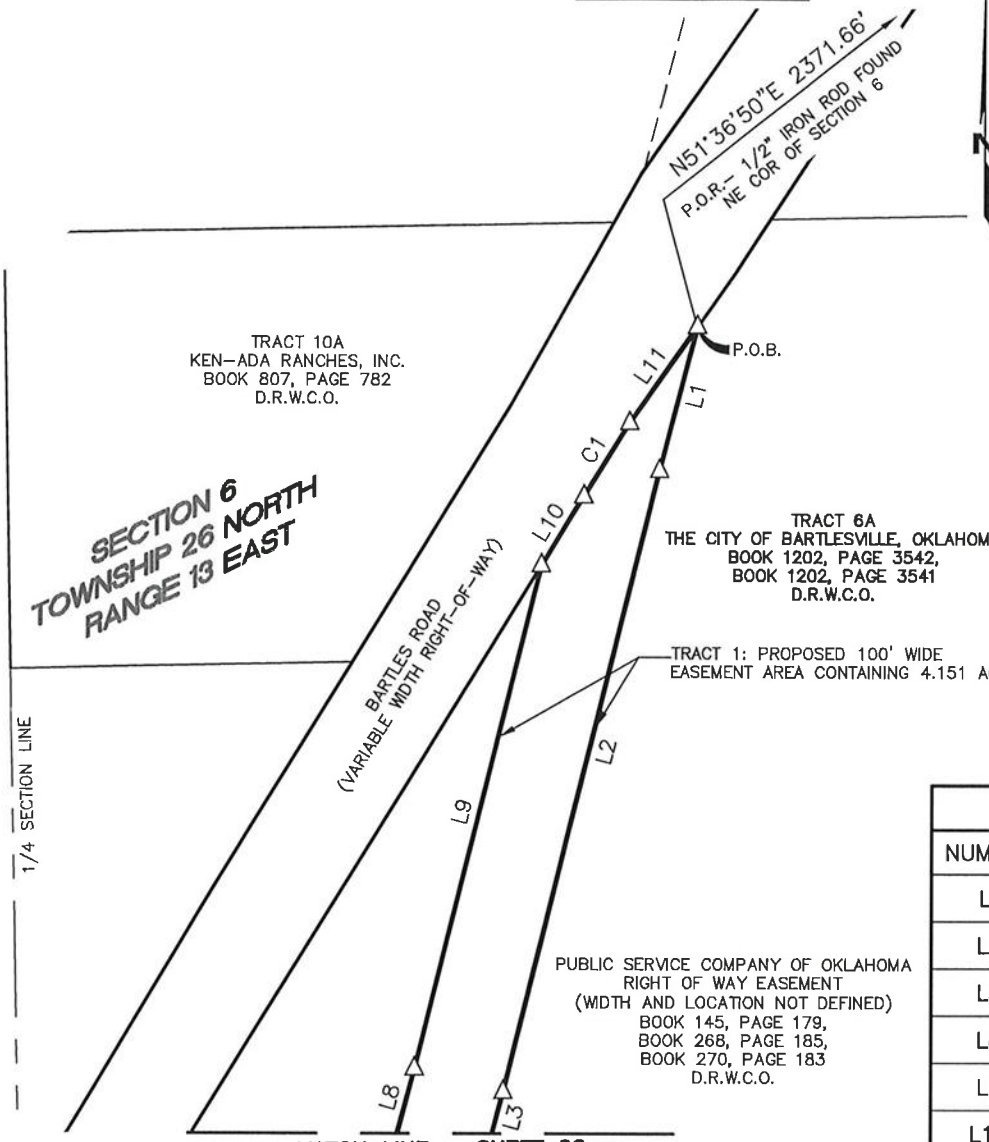


\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of **Public Service Company of Oklahoma.**

When recorded return to: American Electric Power - Transmission Right of Way, 212 E. 6<sup>th</sup> Street, Tulsa, OK 74119.

# EXHIBIT "A"



TRACT 10A  
KEN-ADA RANCHES, INC.  
BOOK 807, PAGE 782  
D.R.W.C.O.

**SECTION 6**  
**TOWNSHIP 26 NORTH**  
**RANGE 13 EAST**

TRACT 6A  
THE CITY OF BARTLESVILLE, OKLAHOMA  
BOOK 1202, PAGE 3542,  
BOOK 1202, PAGE 3541  
D.R.W.C.O.

TRACT 1: PROPOSED 100' WIDE  
EASEMENT AREA CONTAINING 4.151 ACRES

PUBLIC SERVICE COMPANY OF OKLAHOMA  
RIGHT OF WAY EASEMENT  
(WIDTH AND LOCATION NOT DEFINED)  
BOOK 145, PAGE 179,  
BOOK 268, PAGE 185,  
BOOK 270, PAGE 183  
D.R.W.C.O.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S14°31'48"W	160.76'
L2	S13°58'58"W	692.65'
L3	S14°51'11"W	1085.32'
L8	N14°51'11"E	364.04'
L9	N13°58'58"E	561.54'
L10	N31°32'55"E	87.65'
L11	N35°13'52"E	127.25'

### LEGEND

- D.R.W.C.O. DEED RECORDS, WASHINGTON COUNTY, OKLAHOMA
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- EASEMENT AREA
- CALCULATED POINT
- 1" CAPPED STEEL PIPE STAMPED "ODOT PLS 1563"
- SUBJECT PROPERTY LINE
- PROPERTY LINE
- 1/4 SECTION LINE
- PROPOSED EASEMENT LINE

MATCH LINE - SHEET 02

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	0°56'43"	5669.58'	93.54'	N32°01'17"E	93.54'

SURV. PROJ. NUMBER: 1022070611  
 LINE NAME: BARTLESVILLE COMANCHE - BLAKE  
 NEW LINE NUMBER: TLN 114:0113  
 EASEMENT NUMBER: 6A

<b>AMERICAN ELECTRIC POWER COMPANY</b>			
EASEMENT ACROSS THE LANDS OF THE CITY OF BARTLESVILLE, OKLAHOMA CONTAINING 4.151 ACRES			
SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA			
SCALE: 1"=200'	SITE VISIT: 12/11/2022	DRAWN: HG	PAGE: 01 OF 08

- NOTES:
- THIS EXHIBIT MAY NOT REFLECT UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT.
  - REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
  - BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
  - ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.
- THIS EASEMENT EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

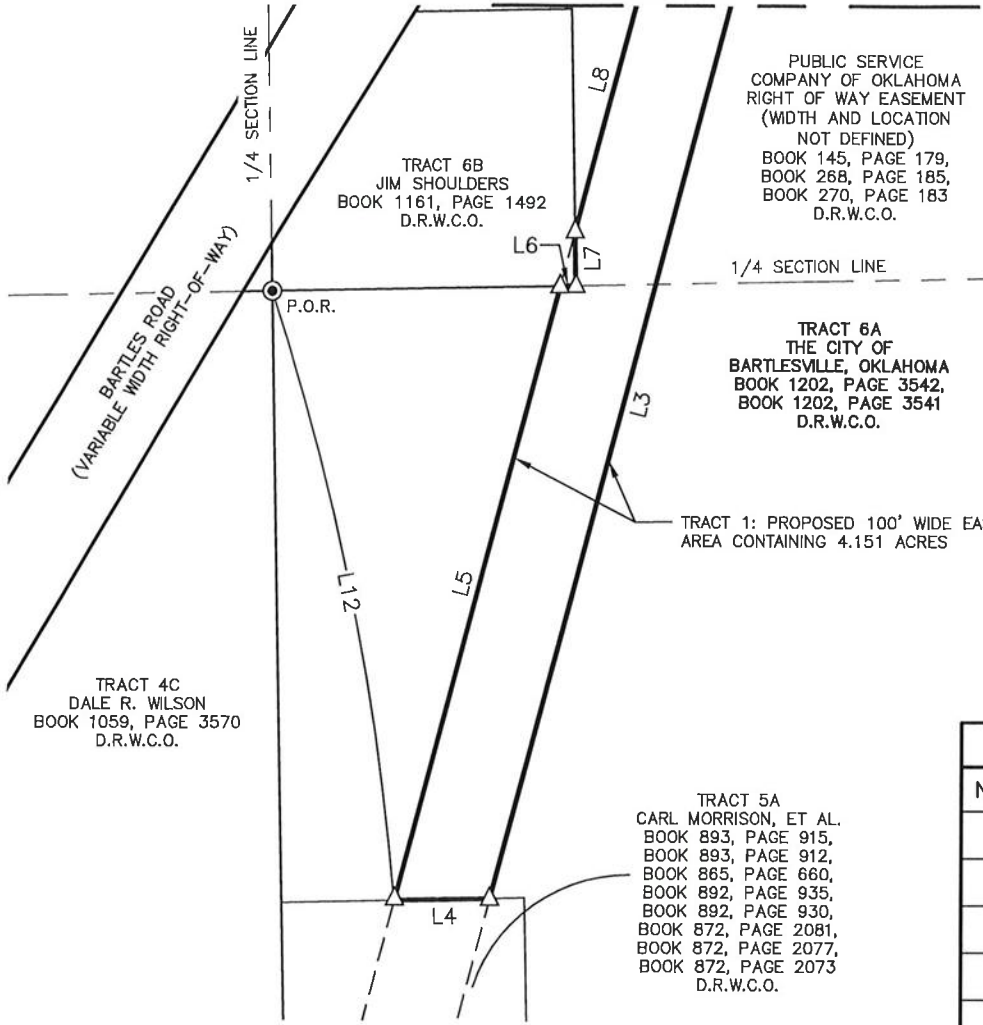


1341 W. Mockingbird Lane,  
Suite 400W, Dallas, TX 75247  
Ph: (214) 631-7888 Fax: (214) 631-7103  
EMAIL: SAM@SAM.BIZ



# EXHIBIT "A"

MATCH LINE - SHEET 01



PUBLIC SERVICE COMPANY OF OKLAHOMA  
RIGHT OF WAY EASEMENT  
(WIDTH AND LOCATION NOT DEFINED)  
BOOK 145, PAGE 179,  
BOOK 268, PAGE 185,  
BOOK 270, PAGE 183  
D.R.W.C.O.

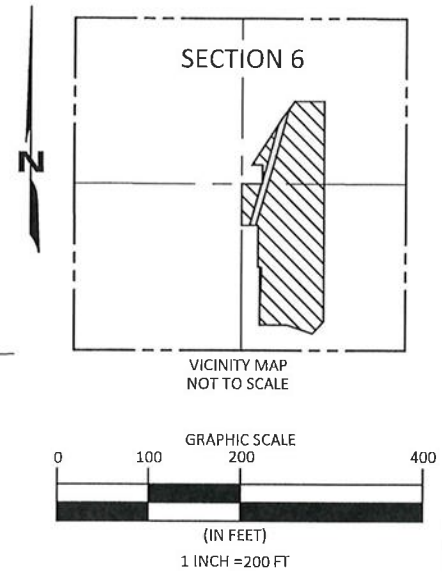
TRACT 6A  
THE CITY OF BARTLESVILLE, OKLAHOMA  
BOOK 1202, PAGE 3542,  
BOOK 1202, PAGE 3541  
D.R.W.C.O.

TRACT 1: PROPOSED 100' WIDE EASEMENT  
AREA CONTAINING 4.151 ACRES

TRACT 5A  
CARL MORRISON, ET AL.  
BOOK 893, PAGE 915,  
BOOK 893, PAGE 912,  
BOOK 865, PAGE 660,  
BOOK 892, PAGE 935,  
BOOK 892, PAGE 930,  
BOOK 872, PAGE 2081,  
BOOK 872, PAGE 2077,  
BOOK 872, PAGE 2073  
D.R.W.C.O.

TRACT 4C  
DALE R. WILSON  
BOOK 1059, PAGE 3570  
D.R.W.C.O.

TRACT 6B  
JIM SHOULDERS  
BOOK 1161, PAGE 1492  
D.R.W.C.O.



SECTION 6  
TOWNSHIP 26 NORTH  
RANGE 13 EAST

LINE TABLE		
NUMBER	BEARING	DISTANCE
L3	S14°51'11"W	1085.32'
L4	S88°49'28"W	104.04'
L5	N14°51'11"E	687.71'
L6	N88°50'51"E	17.03'
L7	N01°12'35"W	59.15'
L8	N14°51'11"E	364.04'
L12	N11°43'21"W	672.46'

## LEGEND

- D.R.W.C.O. DEED RECORDS, WASHINGTON COUNTY, OKLAHOMA
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- EASEMENT AREA
- CALCULATED POINT
- 1" CAPPED STEEL PIPE
- STAMPED "ODOT PLS 1563"
- SUBJECT PROPERTY LINE
- PROPERTY LINE
- 1/4 SECTION LINE
- PROPOSED EASEMENT LINE



*Stephen Arthur Burke* 03 NOV 2023  
STEPHEN ARTHUR BURKE DATE  
PLS #2058  
C.O.A. #4216 EXPIRES: 6/30/2025

## NOTES:

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- ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

THIS EASEMENT EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

SURV. PROJ. NUMBER: 1022070611  
LINE NAME: BARTLESVILLE COMANCHE - BLAKE  
NEW LINE NUMBER: TLN 114:0113  
EASEMENT NUMBER: 6A

<b>AMERICAN ELECTRIC POWER COMPANY</b>			
EASEMENT ACROSS THE LANDS OF THE CITY OF BARTLESVILLE, OKLAHOMA CONTAINING 4.151 ACRES			
SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA			
SCALE: 1"=200'	SITE VISIT: 12/11/2022	DRAWN: HG	PAGE: 02 OF 08



1341 W. Mockingbird Lane,  
Suite 400W, Dallas, TX 75247  
Ph: (214) 631-7888 Fax: (214) 631-7103  
EMAIL: SAM@SAM.BIZ

EXHIBIT "A"

**TRACT 1**

**BEING** A TRACT OF LAND SITUATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF BARTLES ROAD (VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SECTION 6 BEARS NORTH 51 DEGREES 36 MINUTES 50 SECONDS EAST, A DISTANCE OF 2,371.66 FEET;

**THENCE** LEAVING SAID RIGHT-OF-WAY LINE, OVER AND ACROSS SAID EAST 1/2, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

SOUTH 14 DEGREES 31 MINUTES 48 SECONDS WEST, A DISTANCE OF 160.76 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 692.65 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 1,085.32 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST QUARTER OF THE SOUTHEAST 1/4 OF SAID SECTION 6 TO A POINT FOR CORNER;

**THENCE** SOUTH 88 DEGREES 49 MINUTES 28 SECONDS WEST, ON AND ALONG SAID NORTH LINE, A DISTANCE OF 104.04 FEET TO A POINT FOR CORNER, FROM WHICH A 1-INCH CAPPED STEEL PIPE STAMPED "ODOT PLS 1563" FOUND AT THE CENTER 1/4 CORNER OF SAID SECTION 6 BEARS NORTH 11 DEGREES 43 MINUTES 21 SECONDS WEST, A DISTANCE OF 672.46 FEET;

**THENCE** NORTH 14 DEGREES 51 MINUTES 11 SECONDS EAST, LEAVING SAID NORTH LINE, A DISTANCE OF 687.71 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 TO A POINT FOR CORNER;

**THENCE** NORTH 88 DEGREES 50 MINUTES 51 SECONDS EAST, ON AND ALONG SAID NORTH LINE, A DISTANCE OF 17.03 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6 TO A POINT FOR CORNER;

**THENCE** NORTH 01 DEGREES 12 MINUTES 35 SECONDS WEST, LEAVING SAID NORTH LINE ON AND ALONG SAID EAST LINE, A DISTANCE OF 59.15 FEET TO A POINT FOR CORNER;

**THENCE** NORTH 14 DEGREES 51 MINUTES 11 SECONDS EAST, LEAVING SAID EAST LINE, A DISTANCE OF 364.04 FEET TO A POINT FOR CORNER;

**THENCE** NORTH 13 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 561.54 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF BARTLES ROAD TO A POINT FOR CORNER;

EXHIBIT “A”

**THENCE** NORTH 31 DEGREES 32 MINUTES 55 SECONDS EAST, A DISTANCE OF 87.65 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5,669.58 FEET WITH A CHORD BEARING NORTH 32 DEGREES 01 MINUTES 17 SECONDS EAST, AND CHORD DISTANCE OF 93.54 FEET;


**THENCE** WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 93.54 FEET TO A POINT OF TANGENCY.

**THENCE** NORTH 35 DEGREES 13 MINUTES 52 SECONDS EAST, CONTINUING ON AND ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 127.25 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 4.211 ACRES OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

DESCRIPTION PREPARED: 11/03/2023

THIS EASEMENT EXHIBIT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

 03 NOV 2023

STEPHEN ARTHUR BURKE  
PLS# 2058  
SURVEYING AND MAPPING, LLC.  
C.O.A. #4216 EXPIRES: 6/30/2025



# EXHIBIT "A"

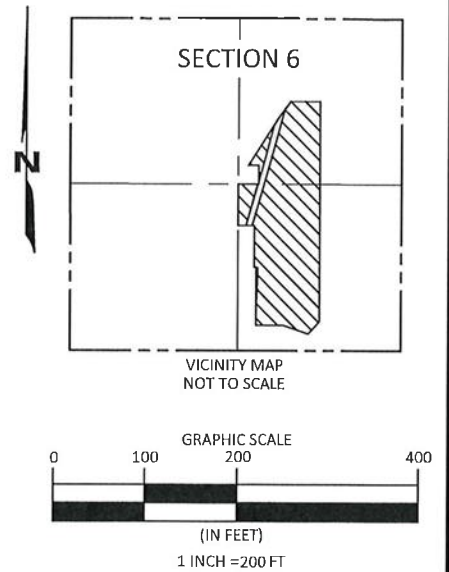
TRACT 5A  
 CARL MORRISON, ET AL.  
 BOOK 893, PAGE 915,  
 BOOK 893, PAGE 912,  
 BOOK 865, PAGE 660,  
 BOOK 892, PAGE 935,  
 BOOK 892, PAGE 930,  
 BOOK 872, PAGE 2081,  
 BOOK 872, PAGE 2077,  
 BOOK 872, PAGE 2073  
 D.R.W.C.O.

PUBLIC SERVICE COMPANY OF OKLAHOMA  
 RIGHT OF WAY EASEMENT  
 (WIDTH AND LOCATION NOT DEFINED)  
 BOOK 145, PAGE 179,  
 BOOK 268, PAGE 185,  
 BOOK 270, PAGE 183  
 D.R.W.C.O.

TRACT 6A  
 THE CITY OF BARTLESVILLE,  
 OKLAHOMA  
 BOOK 1202, PAGE 3542,  
 BOOK 1202, PAGE 3541  
 D.R.W.C.O.

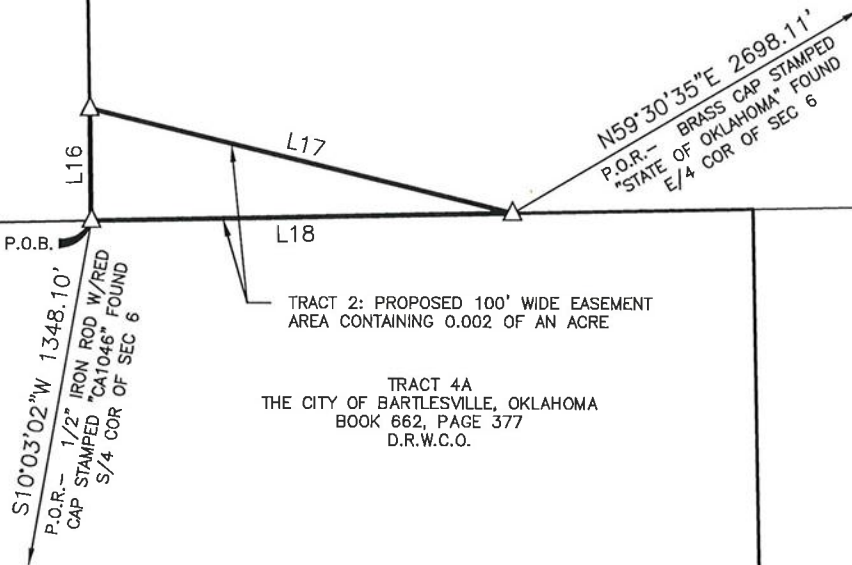
TRACT 4A  
 THE CITY OF BARTLESVILLE, OKLAHOMA  
 BOOK 662, PAGE 377  
 D.R.W.C.O.

TRACT 2: PROPOSED 100' WIDE EASEMENT  
 AREA CONTAINING 0.002 OF AN ACRE



SECTION 6  
 TOWNSHIP 26 NORTH  
 RANGE 13 EAST

LINE TABLE		
NUMBER	BEARING	DISTANCE
L16	N01°14'33"W	6.07'
L17	S76°21'32"E	23.68'
L18	S88°48'03"W	22.89'



## LEGEND

- D.R.W.C.O. DEED RECORDS, WASHINGTON COUNTY, OKLAHOMA
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- EASEMENT AREA
- CALCULATED POINT
- SUBJECT PROPERTY LINE
- PROPERTY LINE
- 1/4 SECTION LINE
- PROPOSED EASEMENT LINE



*Stephen Arthur Burke* 03 NOV 2023  
 STEPHEN ARTHUR BURKE DATE  
 PLS #2058  
 C.O.A. #4216 EXPIRES: 6/30/2025

## NOTES:

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- ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

THIS EASEMENT EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

SURV. PROJ. NUMBER: 1022070611  
 LINE NAME: BARTLESVILLE COMANCHE - BLAKE  
 NEW LINE NUMBER: TLN 114:0113  
 EASEMENT NUMBER: 6A

<b>AMERICAN ELECTRIC POWER COMPANY</b>			
EASEMENT ACROSS THE LANDS OF THE CITY OF BARTLESVILLE, OKLAHOMA CONTAINING 0.002 OF AN ACRE			
SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA			
SCALE: 1"=200'	SITE VISIT: 12/11/2022	DRAWN: HG	PAGE: 05 OF 08



1341 W. Mockingbird Lane,  
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 Ph: (214) 631-7888 Fax: (214) 631-7103  
 EMAIL: SAM@SAM.BIZ

EXHIBIT "A"

**TRACT 2**

**BEING** A TRACT OF LAND SITUATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FROM WHICH A 1/2-INCH IRON ROD WITH RED CAP STAMPED "CA1046", FOUND AT THE SOUTH 1/4 CORNER OF SAID SECTION 6 BEARS SOUTH 10 DEGREES 03 MINUTES 02 SECONDS WEST, A DISTANCE OF 1,348.10 FEET;

**THENCE** 01 DEGREES 14 MINUTES 33 SECONDS WEST, ON AND ALONG THE COMMON LINE OF A TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF BARTLESVILLE, OKLAHOMA, RECORDED IN BOOK 1202, PAGES 3541 AND 3542 OF THE DEED RECORDS OF WASHINGTON COUNTY, OKLAHOMA, (D.R.W.C.O.), AND A TRACT OF LAND DESCRIBED IN DEED TO CARL MORRISON, ET AL. IN BOOK 893, PAGE 915, D.R.W.C.O., A DISTANCE OF 6.07 FEET TO A POINT FOR CORNER;

**THENCE** SOUTH 76 DEGREES 21 MINUTES 32 SECONDS EAST, LEAVING SAID COMMON LINE, A DISTANCE OF 23.68 FEET TO AFOREMENTIONED NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, TO A POINT FOR CORNER, FROM WHICH A BRASS CAP STAMPED, "STATE OF OKLAHOMA", FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 6 BEARS NORTH 59 DEGREES 30 MINUTES 35 SECONDS EAST, A DISTANCE OF 2,698.11 FEET

**THENCE** SOUTH 88 DEGREES 48 MINUTES 03 SECONDS WEST, ON AND ALONG SAID NORTH LINE, A DISTANCE OF 22.89 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 0.002 OF AN ACRE OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

DESCRIPTION PREPARED: 11/03/2023

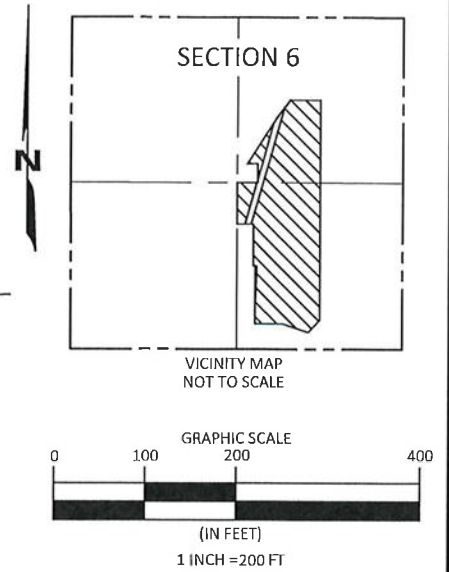
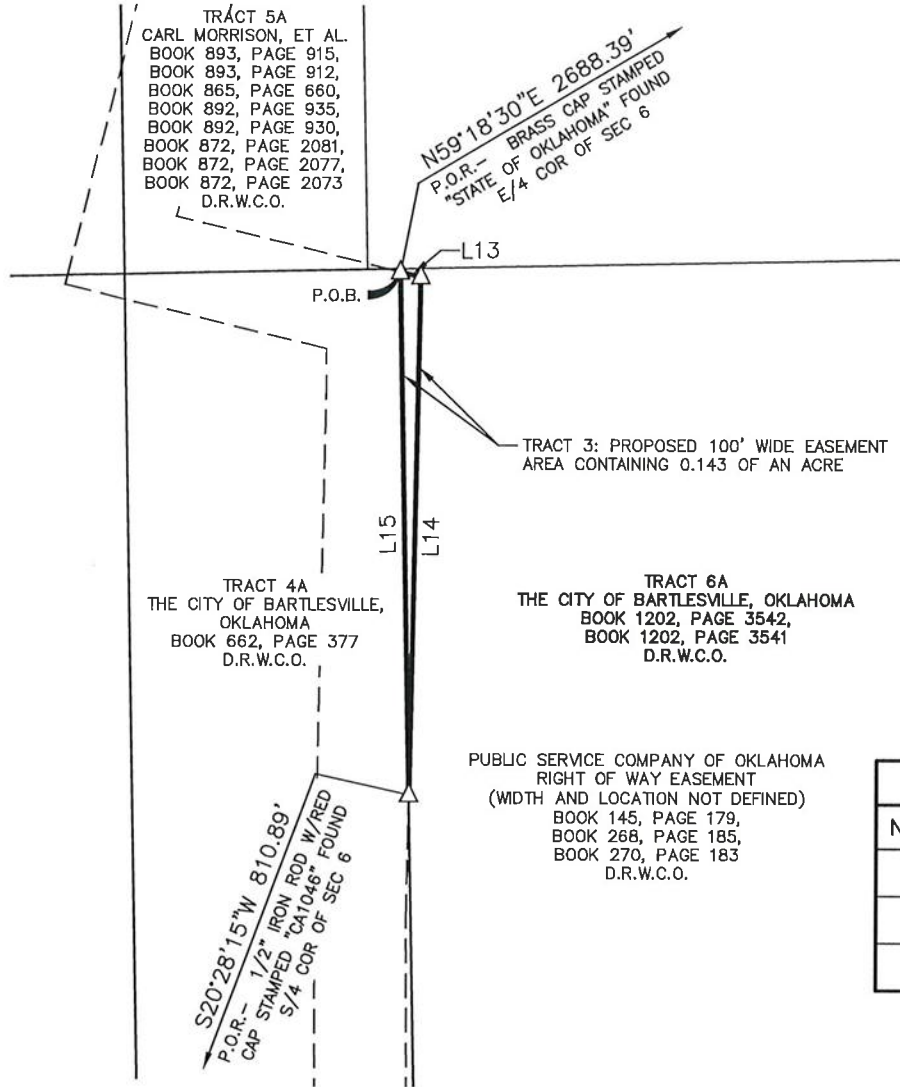
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 03 NOV 2023

STEPHEN ARTHUR BURKE  
PLS# 2058  
SURVEYING AND MAPPING, LLC.  
C.O.A. #4216 EXPIRES: 6/30/2025



# EXHIBIT "A"



**SECTION 6  
TOWNSHIP 26 NORTH  
RANGE 13 EAST**

PUBLIC SERVICE COMPANY OF OKLAHOMA  
RIGHT OF WAY EASEMENT  
(WIDTH AND LOCATION NOT DEFINED)  
BOOK 145, PAGE 179,  
BOOK 268, PAGE 185,  
BOOK 270, PAGE 183  
D.R.W.C.O.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L13	S76°21'32"E	22.82'
L14	S01°00'54"W	559.71'
L15	N01°14'34"W	565.14'

## LEGEND

- D.R.W.C.O. DEED RECORDS, WASHINGTON COUNTY, OKLAHOMA
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- EASEMENT AREA
- CALCULATED POINT
- SUBJECT PROPERTY LINE
- PROPERTY LINE
- 1/4 SECTION LINE
- PROPOSED EASEMENT LINE



*Stephen Arthur Burke* 03 NOV 2023  
STEPHEN ARTHUR BURKE DATE  
PLS #2058  
C.O.A. #4216 EXPIRES: 6/30/2025

## NOTES:

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SURV. PROJ. NUMBER: 1022070611

LINE NAME: BARTLESVILLE COMANCHE - BLAKE  
NEW LINE NUMBER: TLN 114:0113  
EASEMENT NUMBER: 6A

## AMERICAN ELECTRIC POWER COMPANY

EASEMENT ACROSS THE LANDS OF  
THE CITY OF BARTLESVILLE, OKLAHOMA  
CONTAINING 0.143 OF AN ACRE

SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST  
INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA

SCALE: 1"=200' SITE VISIT: 12/11/2022 DRAWN: HG PAGE: 07 OF 08



1341 W. Mockingbird Lane,  
Suite 400W, Dallas, TX 75247  
Ph: (214) 631-7888 Fax: (214) 631-7103  
EMAIL: SAM@SAM.BIZ

EXHIBIT "A"

**TRACT 3**

**BEING** A TRACT OF LAND SITUATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FROM WHICH A BRASS CAP STAMPED, "STATE OF OKLAHOMA", FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 6 BEARS NORTH 59 DEGREES 18 MINUTES 30 SECONDS EAST, A DISTANCE OF 2,688.39 FEET;

**THENCE** SOUTH 76 DEGREES 21 MINUTES 32 SECONDS EAST, ON AND ALONG SAID NORTH LINE, A DISTANCE OF 22.82 FEET TO A POINT FOR CORNER;

**THENCE** SOUTH 01 DEGREES 00 MINUTES 54 SECONDS WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 559.71 FEET TO THE COMMON LINE OF A TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF BARTLESVILLE, OKLAHOMA, RECORDED IN BOOK 1202, PAGES 3541 AND 3542, OF THE DEED RECORDS OF WASHINGTON COUNTY, OKLAHOMA, (D.R.W.C.O.), AND A TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF BARTLESVILLE, OKLAHOMA, RECORDED IN BOOK 662, PAGE 377, D.R.W.C.O., TO A POINT FOR CORNER;

**THENCE** NORTH 01 DEGREES 14 MINUTES 34 SECONDS WEST, ON AND ALONG SAID COMMON LINE, A DISTANCE OF 565.414 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 0.143 OF AN ACRE OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.0000122237216400.

DESCRIPTION PREPARED: 11/03/2023

THIS EASEMENT EXHIBIT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

 03 NOV 2023

STEPHEN ARTHUR BURKE  
PLS# 2058  
SURVEYING AND MAPPING, LLC.  
C.O.A. #4216 EXPIRES: 6/30/2025



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

OMAG Nomination Form

Attachments:

OMAG Nomination Form

**II. STAFF COMMENTS AND ANALYSIS**

Mike is up for re-election to the Board of Trustees for Oklahoma Municipal Assurance Group. Mike has been a part of this board since 2007, and has gained great insight and been a very valuable tool not only for OMAG but also utilizing this position to help bring benefit The City of Bartlesville.

**III. BUDGET IMPACT**

There is no budgetary impact.

**IV. RECOMMENDED ACTION**

Staff Recommends approval of the Nomination Form.





3650 S. Boulevard • Edmond, OK 73013 • omag.org  
405.657.1400 • 800.234.9461 • FAX 405.657.1401

TO: Clerk of Member Cities and Towns of the  
Oklahoma Municipal Assurance Group (OMAG)

FROM: Suzie Paulson, OMAG Executive Director

DATE: January 12, 2024

SUBJECT: 2024 Notice of Trustees Election

Notice is hereby given that two (2) positions on the Board of Trustees of the Oklahoma Municipal Assurance Group are to be filled by election to three-year terms commencing on July 1, 2024. The present office holders whose positions will expire are:

Mr. Michael Bailey, City Manager of the City of Bartlesville  
Mr. Craig Stephenson, City Manager of the City of Ponca City

The remaining members on the Board of Trustees are:

Mr. Justin Battles, Assistant City Manager of the City of Mustang  
Mr. Tim Lyon, City Manager of the City of Midwest City  
Ms. Lindsey Moak-Grigg, City Clerk of the City of El Reno  
Ms. Vickie Patterson, City Manager of the City of Broken Bow  
Ms. Pam Polk, City Manager of the City of Collinsville

Each municipality that has adopted the *Agreement Establishing the Oklahoma Municipal Assurance Group* may nominate up to two candidates using the attached nomination form. Nominations must be received by OMAG no later than March 15, 2024.

Each nominee must be an elected or appointed official of an OMAG-member municipality.

The election will be conducted by mail ballot in May. Only those candidates nominated by this process will appear on the election ballot.

Your nomination must be:

1. *Submitted on the attached form; and*
2. *Signed by the Mayor; and*
3. *Attested to by the City Clerk; and*
4. *Returned to OMAG no later than March 15, 2024, by: (a) faxing to OMAG at (405) 657-1401; (b) emailing to [elections@omag.org](mailto:elections@omag.org) or (c) sending the form by mail.*

If you have any questions about this election process, please contact Brian Holland at [bholland@omag.org](mailto:bholland@omag.org).



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

Receipt of Interim Financials for the six months ending December 31, 2023.

Attachments:

Interim Financials for December 31, 2023

**II. STAFF COMMENTS AND ANALYSIS**

Staff has prepared the condensed Interim Financial Statements for December 2023; these should provide sufficient information for the City Council to perform its fiduciary responsibility. All supplementary, detailed information is available for the Council's use at any time upon request. All information is subject to change pending audit.

**III. BUDGET IMPACT**

N/A

**IV. RECOMMENDED ACTION**

Staff recommends the approval the Interim Financials for December 31, 2023.



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

For The Six Months Ended December 31, 2023

**CITY COUNCIL**

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager

Mike Bailey

Prepared by:

Jason Muninger  
Finance Director

Alicia Shelton  
Accountant

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SANITATION

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REVENUE BUDGET STATUS

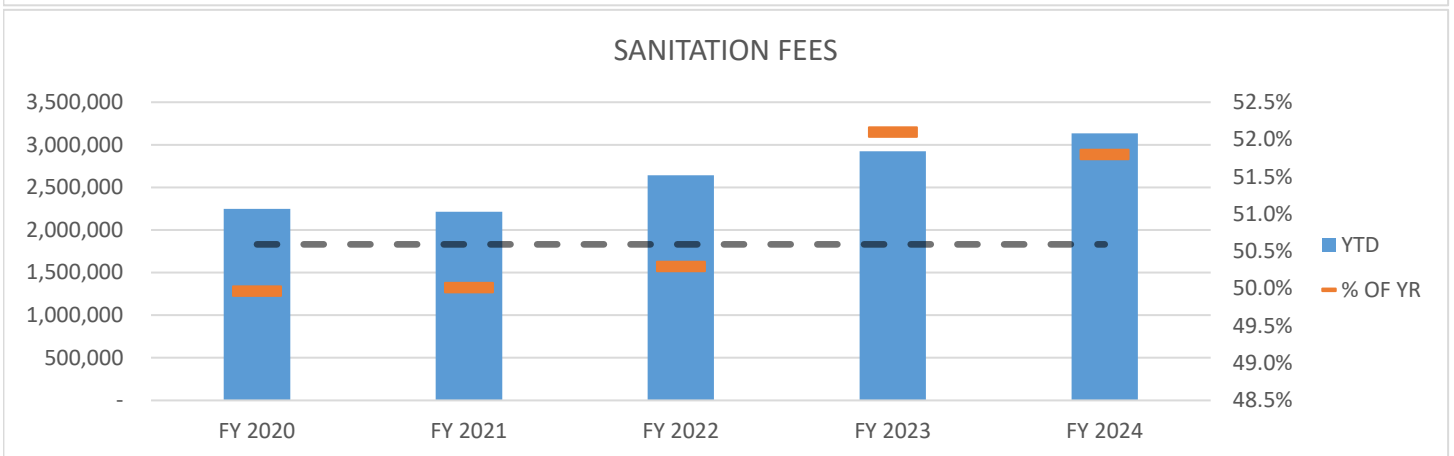
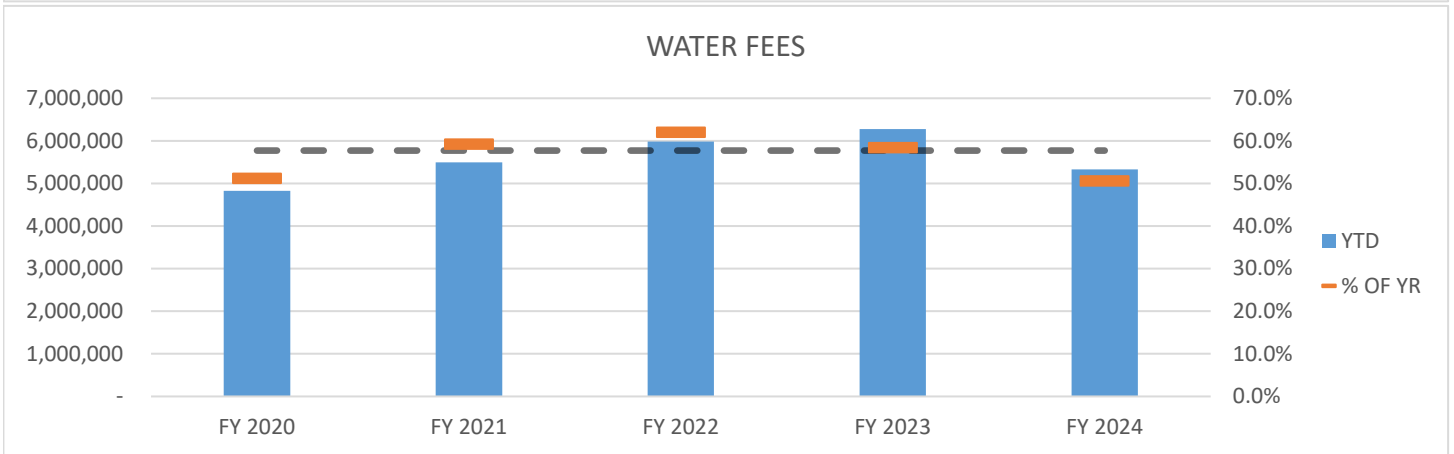
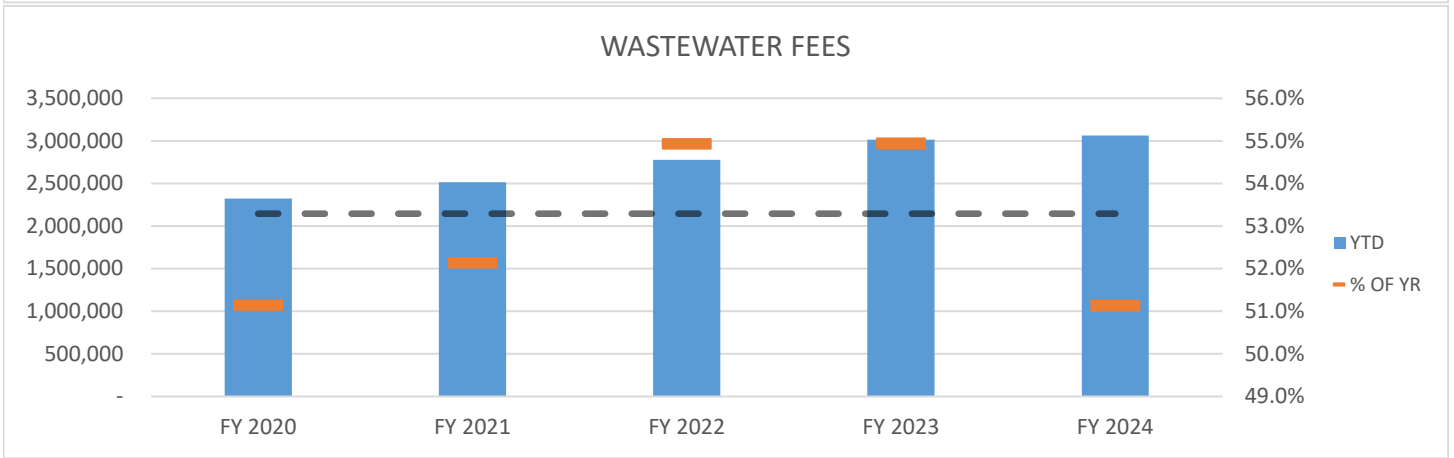
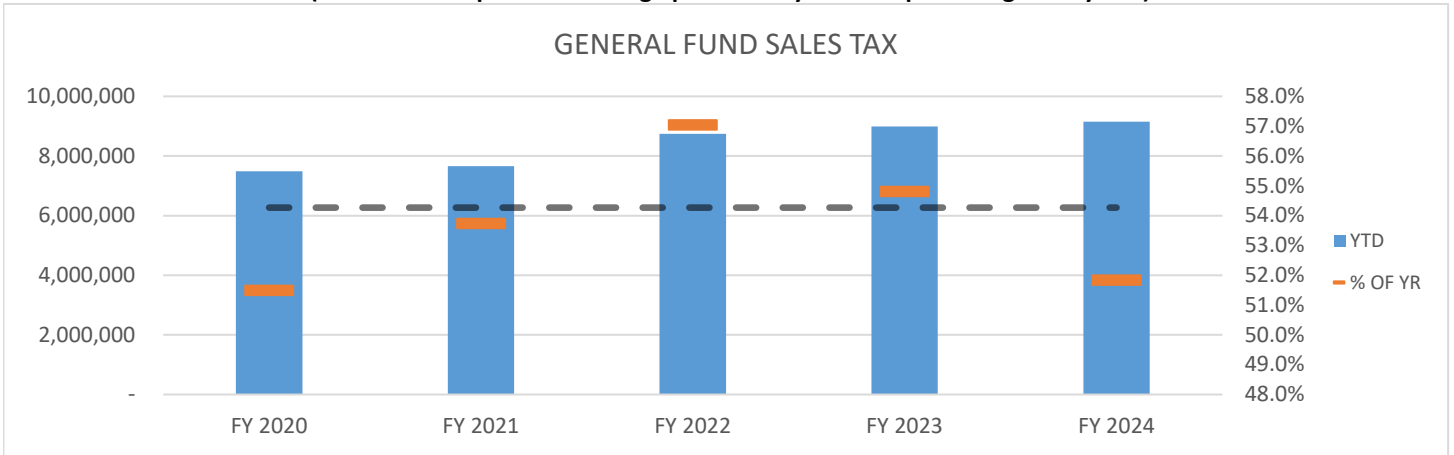
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

**EXPLANATORY MEMO**

## FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



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

50% of Year Lapsed

	<u>2023-24 Fiscal Year</u>					% of Budget	<u>2022-23 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
<b>Revenue:</b>								
Sales Tax	\$ 17,643,955	\$ 8,821,978	\$ 9,146,819	\$ -	\$ 9,146,819	51.8%	\$ 8,992,381	49.6%
Use Tax	2,500,000	1,250,000	2,452,153	-	2,452,153	98.1%	-	0.0%
Gross Receipt Tax	1,582,000	791,000	799,253	-	799,253	50.5%	817,603	50.3%
Licenses and Permits	256,700	128,350	191,127	-	191,127	74.5%	189,072	73.5%
Intergovernmental	700,400	350,200	377,938	-	377,938	54.0%	430,085	60.4%
Charges for Services	478,800	239,400	319,251	-	319,251	66.7%	282,481	47.2%
Court Costs	160,000	80,000	84,080	-	84,080	52.5%	95,509	50.2%
Police/Traffic Fines	460,000	230,000	158,183	-	158,183	34.4%	205,360	50.7%
Parking Fines	68,200	34,100	25,090	-	25,090	36.8%	25,150	52.5%
Other Fines	80,400	40,200	28,555	-	28,555	35.5%	34,870	49.6%
Investment Income	150,000	75,000	1,722,152	-	1,722,152	1148.1%	50,000	5.2%
Miscellaneous Income	875,700	437,850	480,350	-	480,350	54.9%	176,257	23.4%
Transfers In	6,561,228	3,280,614	3,280,620	-	3,280,620	50.0%	4,585,477	50.0%
<b>Total</b>	<b><u>\$ 31,517,383</u></b>	<b><u>\$ 15,758,692</u></b>	<b><u>\$ 19,065,571</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 19,065,571</u></b>	<b>60.5%</b>	<b><u>\$ 15,884,245</u></b>	<b>46.1%</b>
<b>Expenditures:</b>								
General Government	\$ 8,965,657	\$ 4,482,829	\$ 4,045,408	\$ 227,362	\$ 4,272,770	47.7%	\$ 4,197,594	51.2%
Public Safety	16,604,031	8,302,016	8,413,509	201,422	8,614,931	51.9%	8,033,554	52.0%
Street	2,051,398	1,025,699	880,267	(937)	879,330	42.9%	921,657	51.2%
Culture and Recreation	3,666,412	1,833,206	1,694,329	4,083	1,698,412	46.3%	1,662,452	51.0%
Transfers Out	4,189,369	2,094,685	2,094,577	-	2,094,577	50.0%	2,005,577	50.0%
Reserves	1,194,800	597,400	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b><u>\$ 36,671,667</u></b>	<b><u>\$ 18,335,835</u></b>	<b><u>\$ 17,128,090</u></b>	<b><u>\$ 431,930</u></b>	<b><u>\$ 17,560,020</u></b>	<b>47.9%</b>	<b><u>\$ 16,820,834</u></b>	<b>51.4%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 6,559,526					
Net Revenue (Expense)			<u>1,937,481</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 8,497,007</u></b>					

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

50% of Year Lapsed

	<u>2022-23 Fiscal Year</u>						<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
<b>Revenue:</b>								
Wastewater Fees	\$ 6,007,344	\$ 3,003,672	\$ 3,063,570	\$ -	\$ 3,063,570	51.0%	\$ 3,018,207	60.5%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	<u>30,000</u>	<u>15,000</u>	<u>135,226</u>	<u>-</u>	<u>135,226</u>	450.8%	<u>164,576</u>	808.4%
<b>Total</b>	<b><u>\$ 6,037,344</u></b>	<b><u>\$ 3,018,672</u></b>	<b><u>\$ 3,198,796</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 3,198,796</u></b>	<b>53.0%</b>	<b><u>\$ 3,182,783</u></b>	<b>63.6%</b>
<b>Expenditures:</b>								
Wastewater Plant	\$ 2,965,385	\$ 1,482,693	\$ 1,494,097	\$ 1,436,686	\$ 2,930,783	98.8%	\$ 2,671,980	100.1%
Wastewater Maint	861,009	430,505	418,113	224	418,337	48.6%	336,142	51.4%
BMA Expenses	27,735	13,868	13,883	-	13,883	50.1%	13,954	N.A.
Transfers Out	1,646,975	823,488	823,493	-	823,493	50.0%	821,294	57.0%
Reserves	<u>88,790</u>	<u>44,395</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
<b>Total</b>	<b><u>\$ 5,589,894</u></b>	<b><u>\$ 2,794,949</u></b>	<b><u>\$ 2,749,586</u></b>	<b><u>\$ 1,436,910</u></b>	<b><u>\$ 4,186,497</u></b>	<b>74.9%</b>	<b><u>\$ 3,843,370</u></b>	<b>80.7%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 2,904,457					
Net Revenue (Expense)			<u>449,210</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 3,353,667</u></b>					



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

50% of Year Lapsed

	<b>2022-23 Fiscal Year</b>					<b>2021-22 Fiscal Year</b>		
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
<b>Revenue:</b>								
Water Fees	\$ 11,091,140	\$ 5,545,570	\$ 5,612,806	\$ -	\$ 5,612,806	50.6%	\$ 6,586,602	62.7%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	-	-	293	-	293	N.A.	2,683	265.6%
<b>Total</b>	<b>\$ 11,091,140</b>	<b>\$ 5,545,570</b>	<b>\$ 5,613,099</b>	<b>\$ -</b>	<b>\$ 5,613,099</b>	<b>50.6%</b>	<b>\$ 6,589,285</b>	<b>62.6%</b>
<b>Expenditures:</b>								
Water Plant	\$ 3,930,908	\$ 1,965,454	\$ 1,751,685	\$ 133,420	\$ 1,885,105	48.0%	\$ 2,054,397	73.9%
Water Administration	403,611	201,806	194,113	33,808	227,921	56.5%	194,771	57.7%
Water Distribution	2,251,525	1,125,763	869,627	(45,553)	824,074	36.6%	921,320	68.3%
BMA Expenses	3,826,024	1,913,012	1,744,093	(14,530)	1,729,563	45.2%	19,336	0.6%
Transfers Out	2,585,280	1,292,640	1,292,646	-	1,292,646	50.0%	1,284,698	57.4%
Reserves	294,520	147,260	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b>\$ 13,291,868</b>	<b>\$ 6,645,935</b>	<b>\$ 5,852,164</b>	<b>\$ 107,145</b>	<b>\$ 5,959,309</b>	<b>44.8%</b>	<b>\$ 4,474,522</b>	<b>46.2%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 7,243,671					
Net Revenue (Expense)			(239,065)					
<b>Ending Fund Balance</b>			<b>\$ 7,004,606</b>					

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

50% of Year Lapsed

	<u>2023-24 Fiscal Year</u>					% of Budget	<u>2022-23 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
<b>Revenue:</b>								
Collection Fees	\$ 6,055,185	\$ 3,027,593	\$ 3,089,259	\$ -	\$ 3,089,259	51.0%	\$ 2,872,419	49.7%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	173,239	45,669	68,778	-	68,778	39.7%	78,793	47.4%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
<b>Total</b>	<b><u>\$ 6,228,424</u></b>	<b><u>\$ 3,073,262</u></b>	<b><u>\$ 3,158,037</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 3,158,037</u></b>	<b>50.7%</b>	<b><u>\$ 2,951,212</u></b>	<b>49.6%</b>
<b>Expenditures:</b>								
Sanitation	\$ 3,564,131	\$ 1,782,066	\$ 1,562,515	\$ 336,516	\$ 1,899,031	53.3%	\$ 1,992,652	61.0%
Transfers Out	2,649,730	1,324,865	1,324,870	-	1,324,870	50.0%	1,323,726	50.0%
Reserves	134,997	67,499	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b><u>\$ 6,348,858</u></b>	<b><u>\$ 3,174,430</u></b>	<b><u>\$ 2,887,385</u></b>	<b><u>\$ 336,516</u></b>	<b><u>\$ 3,223,901</u></b>	<b>50.8%</b>	<b><u>\$ 3,316,378</u></b>	<b>56.1%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 322,482					
Net Revenue (Expense)			<u>270,652</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 593,134</u></b>					

**ALL OTHER FUNDS**

## Revenue Budget Report - Budget Basis

50% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,902,083	972,748	51%
E-911 Fund	1,095,403	554,896	51%
Special Library Fund	123,970	138,490	112%
Special Museum Fund	-	39,401	N/A
Municipal Airport Fund	-	9,653	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	50,000	73,599	147%
Golf Course Memorial Fund	-	25,050	N/A
CDBG-COVID	-	-	N/A
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	4,455	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	2,600	1,316	51%
Debt Service Fund	4,818,069	1,108,869	23%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,580,030	2,135,992	60%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	17,200	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	3,406	N/A
Community Development Block Grant Fund	-	219,087	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
2023 G.O. Bond Fund	-	138,000	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	663,654	365,178	55%
Sooner Pool Operating Fund	72,245	36,125	50%
Frontier Pool Operating Fund	94,205	47,105	50%
Municipal Airport Operating	585,975	359,161	61%
Internal Service Funds:			
Worker's Compensation Fund	93,460	54,396	58%
Health Insurance Fund	3,757,814	2,951,638	79%
Auto Collision Insurance Fund	75,000	40,759	54%
Stabilization Reserve Fund	1,291,774	645,898	50%
Capital Improvement Reserve Fund	6,998,023	4,064,087	58%
Mausoleum Trust Fund	-	-	N/A

**ALL OTHER FUNDS**

Expenditure Budget Report - Budget Basis

50% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	5,416,131	1,526,294	28%
E-911 Fund	1,226,020	602,337	49%
Special Library Fund	220,970	89,156	40%
Special Museum Fund	51,500	17,518	34%
Municipal Airport Fund	28,508	-	0%
Harshfield Library Donation Fund	382,568	7,744	2%
Restricted Revenue Fund	295,441	69,652	24%
Golf Course Memorial Fund	65,940	47,614	72%
CDBG-COVID	-	-	N/A
ARPA	1,000,000	500,002	50%
Justice Assistance Grant Fund	7,619	-	0%
Neighborhood Park Fund	29,599	-	0%
Cemetery Care Fund	12,303	200	2%
Debt Service Fund	4,820,069	1,709,124	35%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	5,891,206	1,161,207	20%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	27,542	(2,160)	-8%
Wastewater Regulatory Capital Fund	554,842	23,508	4%
City Hall Capital Improvement Fund	170,362	-	0%
Storm Drainage Capital Improvement Fund	55,577	7,447	13%
Community Development Block Grant Fund	-	(520)	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	28,659	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	326,564	-	0%
2019B G.O. Bond Fund	341,460	-	0%
2021A G.O. Bond Fund	521,244	-	0%
2022 G.O. Bond Fund	4,880,960	1,573,163	32%
2023 G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	665,922	420,991	63%
Sooner Pool Operating Fund	79,562	16,537	21%
Frontier Pool Operating Fund	94,230	24,943	26%
Municipal Airport Operating	670,036	439,651	66%
Internal Service Funds:			
Worker's Compensation Fund	430,000	74,947	17%
Health Insurance Fund	4,079,068	2,964,889	73%
Auto Collision Insurance Fund	443,559	116,028	26%
Stabilization Reserve Fund	11,933,651	-	0%
Capital Improvement Reserve Fund	12,390,050	2,085,911	17%
Mausoleum Trust Fund	7,791	-	0%

**ALL OTHER FUNDS**

## Fund Balance Report - Modified Cash Basis

50% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	3,705,288	49,329	3,754,617
E-911 Fund	214,997	(46,732)	168,265
Special Library Fund	290,970	65,097	356,067
Special Museum Fund	139,059	21,883	160,942
Municipal Airport Fund	80,702	(2,847)	77,855
Harshfield Library Donation Fund	463,144	(734)	462,410
Restricted Revenue Fund	409,319	10,284	419,603
Golf Course Memorial Fund	45,891	(21,539)	24,352
CDBG-COVID	-	-	-
ARPA	1,762,952	(500,002)	1,262,950
Justice Assistance Grant Fund	7,619	4,455	12,074
Neighborhood Park Fund	60,222	-	60,222
Cemetery Care Fund	10,055	1,116	11,171
Debt Service Fund	3,726,110	(600,255)	3,125,855
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,737,112	946,534	4,683,646
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	162,540	(57,799)	104,741
Wastewater Regulatory Capital Fund	840,690	(24,431)	816,259
City Hall Capital Improvement Fund	125,618	47,880	173,498
Storm Drainage Capital Improvement Fund	57,026	(4,041)	52,985
Community Development Block Grant Fund	-	211,387	211,387
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	7,686	-	7,686
2014B G.O. Bond Fund	3,886	-	3,886
2015 G.O. Bond Fund	12,444	-	12,444
2017 G.O. Bond Fund	56,485	-	56,485
2018A G.O. Bond Fund	52,547	-	52,547
2018B G.O. Bond Fund	46,204	-	46,204
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	-	327,431
2019B G.O. Bond Fund	397,717	(35,219)	362,498
2021A G.O. Bond Fund	526,494	-	526,494
2022A G.O. Bond Fund	6,765,084	(1,916,119)	4,848,965
2023 G.O. Bond Fund	-	138,000	138,000
Proprietary Funds:			
Adams Golf Course Operating Fund	19,376	23,392	42,768
Sooner Pool Operating Fund	21,830	19,762	41,592
Frontier Pool Operating Fund	23,562	18,779	42,341
Municipal Airport Operating	309,066	38,850	347,916
Internal Service Funds:			
Worker's Compensation Fund	196,884	(9,431)	187,453
Health Insurance Fund	45,564	(3,151)	42,413
Auto Collision Insurance Fund	509,867	(41,593)	468,274
Stabilization Reserve Fund	11,933,651	645,898	12,579,549
Capital Improvement Reserve Fund	17,068,585	3,196,917	20,265,502
Mausoleum Trust Fund	8,164	-	8,164



**FROM:** Jason Muninger, CFO/City Clerk  
**SUBJECT:** Financial Statement Explanatory Information

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## GENERAL INFORMATION

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

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

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

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

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

These analyses are presented in the final manner:

### Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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



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## BID REVIEW RECOMMENDATION

### I. SUBJECT, ATTACHMENTS, AND BACKGROUND

**A. SUBJECT:**

Discuss and take possible action to award Bid No. 2023-2024-012 for the Veterans Memorial project.

**B. ATTACHMENTS:**

Site Plan

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

**A. PROJECT DESCRIPTION:**

The Community Development Department was contacted by a potential donor in September of 2023, asking if the City had any projects that might be a fit for them to donate funds to facilitate the project. The project that was identified was a veteran’s memorial staff had been discussing earlier in the year to be located at Veterans Park, next to Frontier Pool. The project consists of installing seven (7) flag poles to include flags for each of the armed forces along with the American flag. Landscaping, concrete sidewalk/plaza area, a reflection bench and signage utilizing repurposed stone from the old Highway 123 bridge will be included in the project as well. One of the focuses of donor was to use sustainable, environmentally friendly materials. Pervious concrete was a desire for the project to minimize stormwater runoff from paved surfaces. The plans included pervious concrete sidewalk where appropriate with some smaller areas of standard concrete sidewalk. The bid was structured to include a base bid for all of the necessary work, an add alternate for an automatic halyard flag pole for the American flag, and also a deduct bid alternate that eliminated the electrical and lighting components from the scope. If lighting is excluded, the flags can be illuminated by installation of a street/flood light on an existing PSO utility pole in the vicinity of the site.

**B. COMMENTS:**

In addition to advertising in the local newspaper, ePlan Bidding, Dodge Construction Network, Southwest Construction News and Construct Connect, thirteen (13) bid invitations were mailed to regional contractors and two (2) submitted a bid. The base bids and alternates were as follows:

- **Weldon Construction (Fredonia, KS)**
  - Base Bid.....\$215,751.68
  - Automatic Halyard Flag Pole Alternate .....\$46,114.45
  - Lighting Deduct Alternate ..... -\$8,608.03



- **Rick Scott Construction (Lee’s Summit, MO)**
  - Base Bid.....\$206,886.76
  - Automatic Halyard Flag Pole Alternate .....\$18,150.00
  - Lighting Deduct Alternate ..... -\$6,992.00

The bids were evaluated for addendums, bid bonds, line item prices, and arithmetic. The bids had all necessary components. The base bid from Rick Scott Construction used rounded numbers rather than exact numbers based on unit price and quantity, but this did not change the order of the bids.

**C. BUDGET AMOUNT:**

\$150,000 is the budget set by the donor for this project. The low base bid of \$206,886.76 by Rick Scott Construction is \$56,886.76 over the available budget. Staff discussed this with the donor and at this time they can’t commit to additional funds for the project. Staff has discussed options to reduce cost with both the donor and Rick Scott Construction. If the pervious concrete is replaced with standard sidewalk concrete and the deduct bid alternate eliminating electrical and lighting is awarded, this reduces the price substantially and works within the unit price bid items without having to rebid the project. While the final savings won’t be realized until the project is awarded and hard numbers can be worked out with the contractor, staff estimates the total cost can be reduced to somewhere around \$165,000.00. Staff has identified sufficient funding in unallocated Sales Tax funds to cover the budget shortfall to move forward with awarding the project with the understanding that they would work with the contractor to value engineer the project after award to bring the final price as close to the original \$150,000 budget as possible. Any remaining overage would be covered by the Sales Tax funds or potentially additional funding from the donor.

**III. RECOMMENDED ACTION**

Rick Scott Construction has worked on multiple projects for the City of Bartlesville in the past. They have demonstrated that they have the technical skills and financial capability to complete this project. They are more than qualified to construct this project and have been helpful in identifying potential savings to bring the project closer to budget.

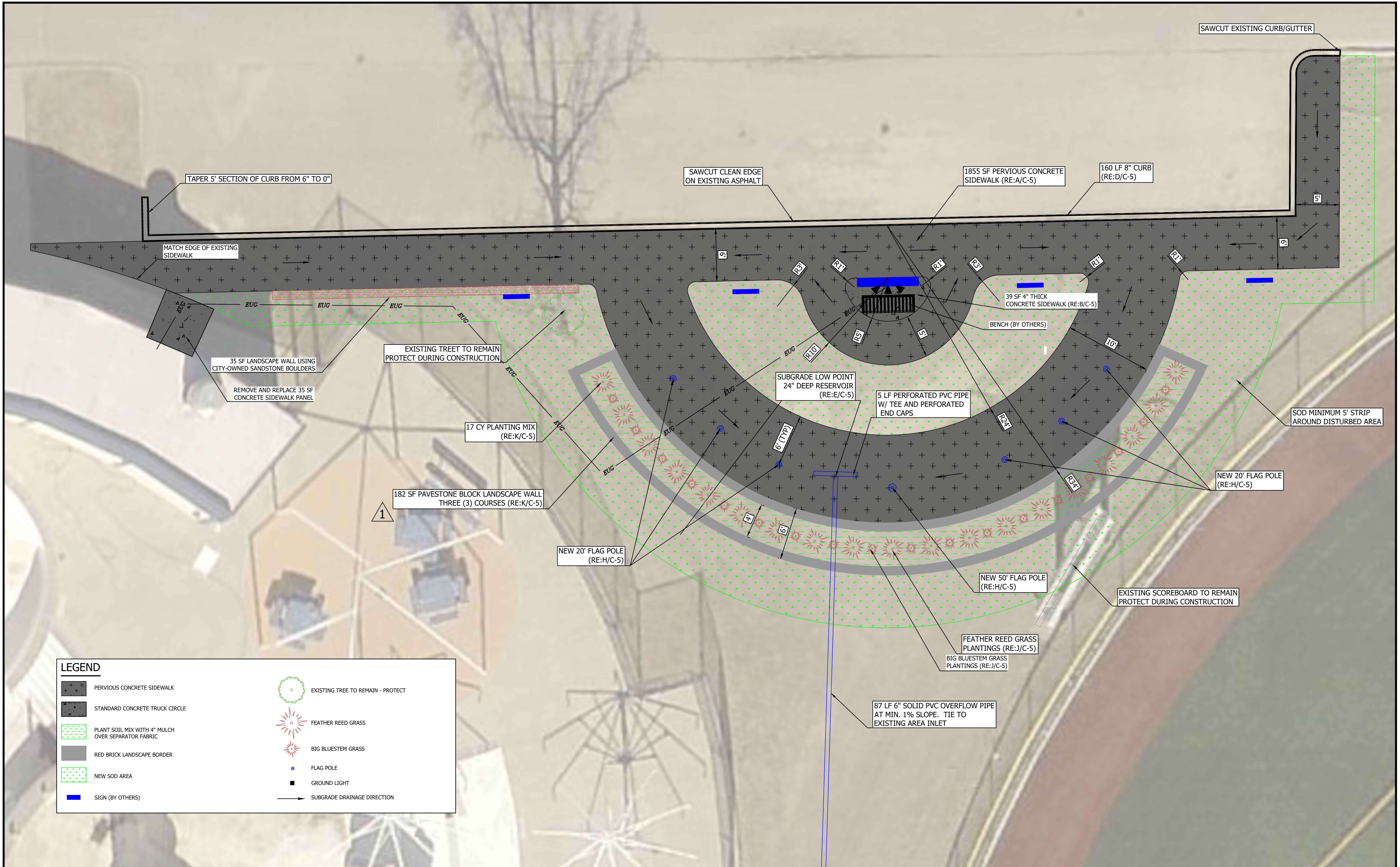
Staff recommends awarding the Base Bid and Alternate A2 to eliminate lighting from the project for a total bid award of \$199,894.76 to Rick Scott Construction with the understanding that unallocated Sales Tax funds will be used to cover \$49,894.76 of the contract. Staff will work with the contractor to value engineer the project to reduce the price as close as possible to the original \$150,000 budget.

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Council Member or Staff Member

---

Date



**LEGEND**

	PERVIOUS CONCRETE SIDEWALK		EXISTING TREE TO REMAIN - PROTECT
	STANDARD CONCRETE TRUCK CIRCLE		FEATHER REED GRASS
	PLANT SOIL MIX WITH 4\"/>		
	RED BRICK LANDSCAPE BORDER		BIG BLUESTEM GRASS
	NEW SOD AREA		FLAG POLE
	SIGN (BY OTHERS)		GROUND LIGHT
			SUBGRADE DRAINAGE DIRECTION

Drawing Name: G:\PROJECTS\2023064\_Veterans Park Memorial\CAD\Veteran Park Memorial\_Site\_Plan.dwg Layout Name: Memorial\_Site\_Plan\_Plot on: 12/14/2023 9:04:58 AM

#	DATE	DESCRIPTION	BY

DESIGNED BY: WMS  
 DRAWN BY: WMS  
 CHECKED BY: WMS

PROJECT:  
**VETERANS PARK MEMORIAL**

**VETERANS MEMORIAL SITE PLAN (BASE BID)**

PROJECT NUMBER	DATE	SHEET
2023064	11/14/2023	<b>C-4</b>

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## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

**CASE NO. PUD-1223-0035/36** - Public hearing, consideration, and possible action on a request for approval of a new PUD (Planned Unit Development) and Site Development Plan on an 8,400-square-foot property zoned RS-7 (Single Family Residential)/PUD, located north of the northwest corner of Oak Park Road and Palmetto Drive, from Arcadian Housing LLC.

Attachments:

- (1) Ordinance
- (2) Planning Commission Staff Report and Attachments

PUD-1223-0035/36 are applications from Arcadian Housing LLC requesting approval of a new Planned Unit Development (PUD) and Site Development Plan to allow the construction of a single-family *detached* structure on an 8,400-square-foot property platted as Lots 32 & 33, Block 7 of Oak Wood Addition.

## II. STAFF COMMENTS AND ANALYSIS

The single-family *detached* structure is intended to be used as a community building and leasing office to serve the overall Arcadian Housing development that was approved by Planning Commission and City Council in 2023. These lots are presently still governed by the original PUD approved in 1981. The requirements of that PUD would allow for the construction of a single-family *attached* structure on these lots. Additionally, the zoning regulations would require a minimum lot size of 2 acres for community building use in RS-7, and would require a Special Zoning Permit for a leasing office for only up to 2 years (defined as “Tract Office, temporary” in the zoning regs). Uses permitted by Special Zoning Permit can be permitted by PUD as well.

The PUD request is to remove the minimum acreage requirement for the community building use, permit the leasing office use and remove the time limitation, and allow the construction of a single family detached structure. If approved, this PUD would take the place of the existing one from 1981 for these two lots.

The applicant also provided a front architectural elevation of the structure. The elevation shows a front façade of primarily brick/masonry, which is consistent with the building materials of the homes planned for construction in this development.

In their regular meeting held January 23, 2024, the Planning Commission recommended approval of PUD-1223-0035/36 per staff recommendation. Staff recommended approval subject to the lots being combined and the architectural elevations submitted at the time of building permit application substantially matching those submitted with these requests.

Two citizens spoke during the public hearing on this request. One had concerns regarding traffic volumes within the development and on Virginia Avenue and the other had questions regarding the entity or entities doing the development.

### **III. RECOMMENDED ACTION**

Planning Commission recommended approval of the requests by a vote of 5-0, subject to the lots being combined and the architectural elevations submitted at the time of building permit application substantially matching those submitted with these requests.

A public hearing to consider this request for approval of a Planned Unit Development and Site Development Plan has been scheduled for the Bartlesville City Council on Monday, February 5, 2024. The City Council is requested to hold this public hearing and make a final decision on this request.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE CITY OF BARTLESVILLE, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM RS-7/PUD TO RS-7/PUD (NEW PUD) AND ACKNOWLEDGING THE APPROVAL OF A SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT (CASE NO. PUD-1223-0035/36).**

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**WHEREAS**, a petition was heretofore filed with the Planning Commission of the City of Bartlesville requesting that the real estate hereinafter described, located in the City of Bartlesville, be rezoned from RS-7 (Single-Family Residential)/PUD (Planned Unit Development) to RS-7/PUD (New Planned Unit Development) and materials were submitted relative to a certain supplemental designation Planned Unit Development and Site Development Plan relative to all of the real property hereinafter described; and

**WHEREAS**, the Bartlesville City Planning Commission considered said request at a public hearing on January 23, 2024, and following public input and discussion, submitted its report to the City Council with a recommendation for approval of a supplemental designation Planned Unit Development and;

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

**WHEREAS**, on February 5, 2024, said hearing was duly held by the City Council; and

**WHEREAS**, on February 5, 2024 said City Council approved said rezoning and supplemental designation planned unit development.

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

**Section 1.** That the land use and zoning map of the City of Bartlesville approved by the City Council on December 19, 1966, on file in the office of the City Clerk of the City of Bartlesville, Oklahoma, be and the same is hereby amended by re-establishing the boundary of the use districts so that the following described real estate located in the City of Bartlesville, County of Washington, Oklahoma, containing 8,400 square feet, more or less, be rezoned from RS-7/PUD to RS-7/PUD (NEW PUD):

LOTS 32 & 33, BLOCK 7, OAK WOOD ADDITION, BARTLESVILLE, WASHINGTON COUNTY

**Section 2.** That the PUD pertaining to Case No. PUD-1223-0035/36 relative to all of the real property heretofore described is hereby approved subject to the lots being combined and the architectural elevations submitted at the time of building permit application substantially matching those submitted with these requests.

**Section 3.** That the materials submitted in connection with the case are hereby approved and adopted and are incorporated herein by reference.

**PASSED** by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 5th day of February, 2024.

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Dale Copeland, Mayor

**ATTEST:**

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Jason Muninger, CFO/City Clerk



# Community Development Department STAFF REPORT

**TO:** Bartlesville City Planning Commission  
**FROM:** Micah Snyder, Senior Planner  
**DATE:** January 23, 2024

**CASE NO. PUD-1223-0035/36** - Public hearing, consideration, and possible action on a request for approval of a new PUD (Planned Unit Development) and Site Development Plan on an 8,400-square-foot property zoned RS-7 (Single Family Residential)/PUD, located north of the northwest corner of Oak Park Road and Palmetto Drive, from Arcadian Housing LLC.

### General Information:

Applicant: Arcadian Housing LLC  
Requested Action: Approval of a new PUD and Site Development Plan  
Location: North of the northwest corner of Oak Park Road and Palmetto Drive  
Legal Description: Lots 32 & 33, Block 7 Oak Wood Addition, Washington County  
Area of Tract: 8,400 square feet  
Floodplain: N/A  
Present Land Use: None  
Proposed Land Use: Community Building / Leasing Office / Single-Family Residential  
Zoning: RS-7/PUD

Adjacent Zoning and Land Use:

North:	RS-7/PUD – Vacant; Single Family Residential Detached Allowed
South:	RS-7/PUD – Vacant; Single Family Residential Attached Allowed
West:	RS-7/PUD – Single Family Residential Detached
East:	RS-7/PUD – Vacant; Single Family Residential Detached Allowed

### Analysis:

PUD-1223-0035/36 are applications from Arcadian Housing LLC requesting approval of a new Planned Unit Development (PUD) and Site Development Plan to allow the construction of a single-family *detached* structure on an 8,400-square-foot property platted as Lots 32 & 33, Block 7 of Oak Wood Addition. The structure is intended to be used as a community building and leasing office to serve the overall Arcadian Housing development that was approved by Planning Commission and City Council in 2023. At that time, these lots were not part of the development plans, but they have recently become available for Arcadian Housing LLC to acquire.

There are no changes proposed to the lots included in the 2023 approved plans for the overall development, therefore this request concerns only the two subject lots. These lots are presently still governed by the original PUD approved in 1981. The requirements of that PUD would allow for the construction of a single-family *attached* structure on these lots. Additionally, the zoning regulations would require a minimum lot size of 2 acres for community building use in RS-7, and would require a Special Zoning Permit for a leasing office for only up to 2 years (defined as “Tract Office, temporary” in the zoning regs). Uses permitted by Special Zoning Permit can be permitted by PUD as well. If approved, this PUD would take the place of the existing one from 1981, and the lots would need to be combined.

**Supplemental Information:**

The applicant has provided a front architectural elevation and floor plan for the proposed structure. The elevation shows a front façade of primarily brick/masonry, which is consistent with the building materials of the homes planned for construction in this development. While the intention is to utilize the structure as a community building amenity and leasing office, the floorplan shows that it is being constructed in such a way that could also allow for it to be converted into a single-family residence at some point in the future, providing some flexibility in the use of the land.

**Planned Unit Development Request Summary:**

This property is proposed to be governed by the use and development regulations of the RS-7 district except as modified by the PUD. The site development plan demonstrates that there are no proposed modifications to the bulk and area requirements. The PUD request is to permit the following uses:

- Uses permitted by right in the RS-7 (Single Family Residential) Zoning District and;
- Community building with no minimum acreage requirement and;
- Tract Office (Leasing Office) with no time limitation.

**Public Notice and Participation Requirements:**

In accordance with the Zoning Regulations, property owners within 300 feet of the site were notified of this request and hearing by mail. A sign was posted on the site, and a public hearing notice was placed in the Bartlesville *Examiner-Enterprise* newspaper. The applicants invited the property owners within 300 feet of the site to a citizen participation meeting. That meeting was held on Tuesday, January 9th, 2024. Four citizens attended the meeting. The developer answered several questions and no opposition to this proposal was expressed. Minutes of the meeting are attached to this report.

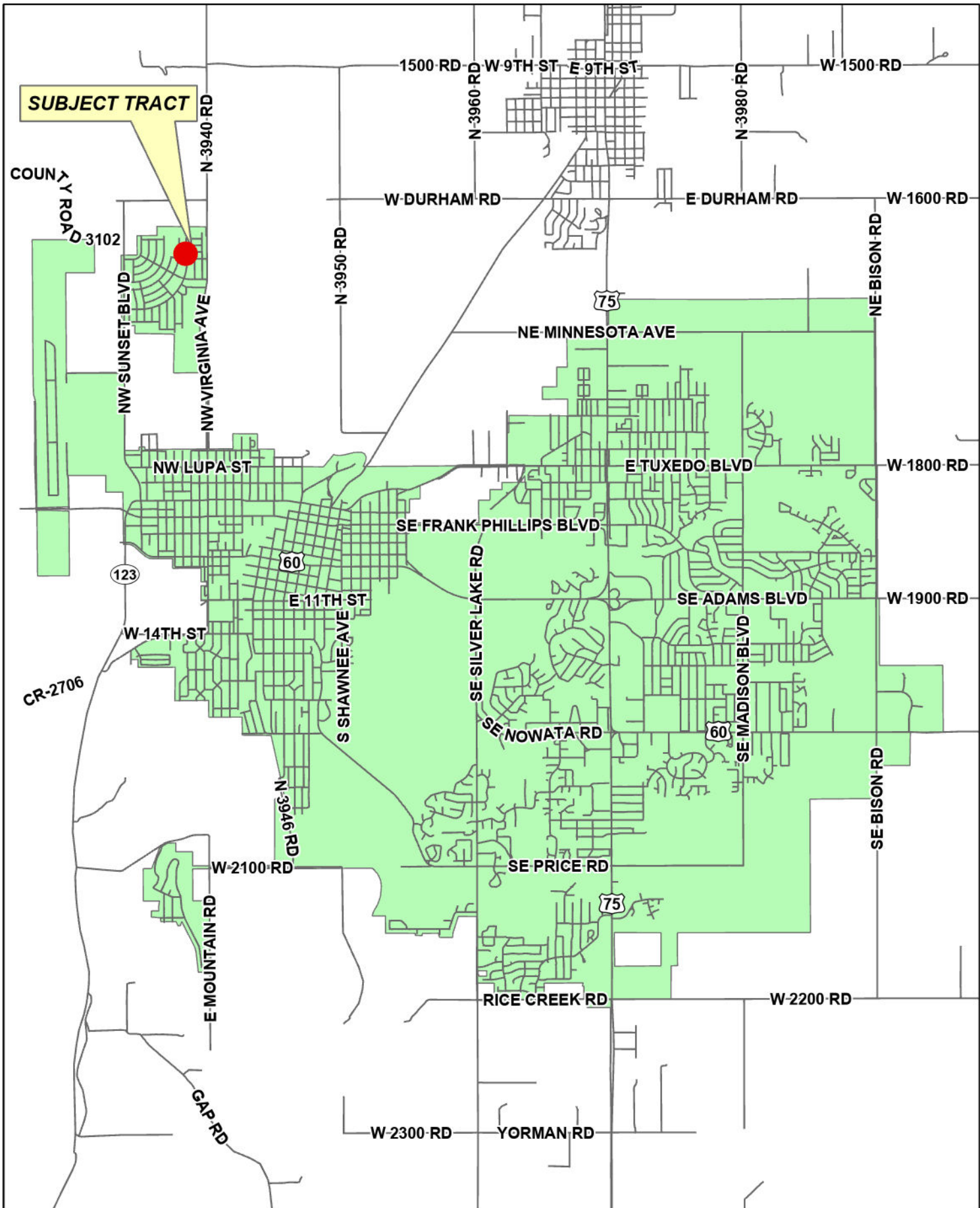
**Staff Recommendation:**

Based upon the history of the property, surrounding land uses, and plans to develop a majority of the other vacant lots in Oak Wood Addition, staff recommends approval of PUD-1223-0035/36 subject to the lots being combined and the architectural elevations submitted at the time of building permit application substantially matching those submitted with these requests.

**Attachments:**

- Location Map
- Aerial Image
- Zoning Map
- Site Development Plan
- Architectural Elevation & Floorplan
- Community Participation Results





**SUBJECT TRACT**

**PUD-1223-0035/36**





NW LAHOMA DR

NW PALOMINO DR

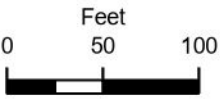
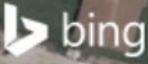
SUBJECT TRACT

NW OAK PARK RD

NW ACORN DR

NW PALMETTO DR

© 2023 Microsoft Corporation © 2023 Maxar © CNES (2023) Distribution Airbus DS



Subject Tract

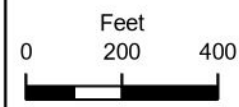
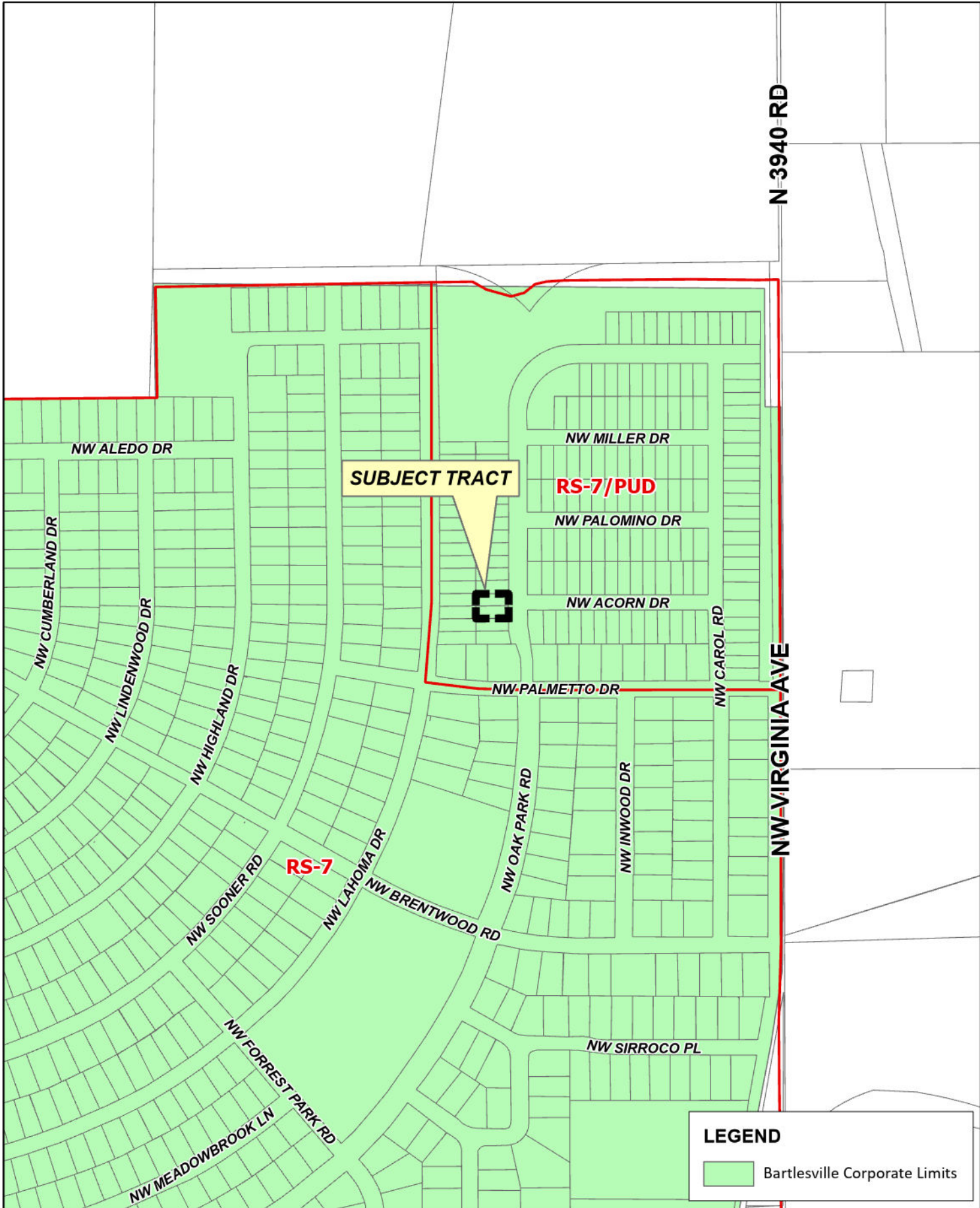
**PUD-1223-0035/36**

27-12 35

Note: Graphic overlays may not precisely align with physical features on the ground.

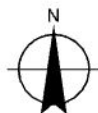
Aerial Photo Date: 2023

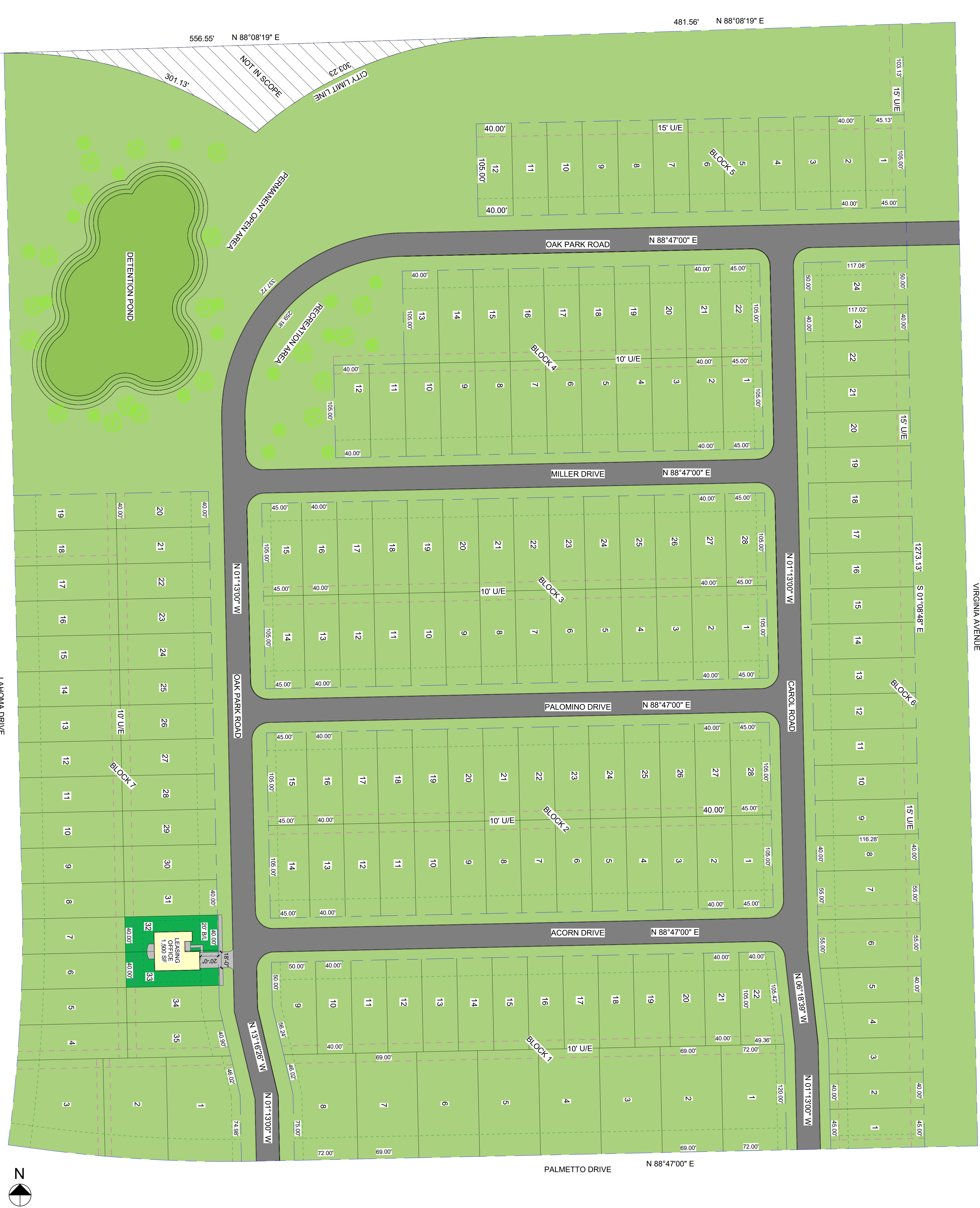




**PUD-1223-0035/36**

27-12 35





1 SITE OVERVIEW - LEASING OFFICE  
 1" = 50'-0"

# ARCADIAN ADDITION

## BARTLESVILLE, OKLAHOMA

### LEASING OFFICE

**HANS THOMAS & ASSOCIATES**  
 ARCHITECTURAL SOLUTIONS  
 4741 CENTRAL STREET #1355  
 KANSAS CITY, MISSOURI  
 P 816.686.2242

HANS R. THOMAS, ARCHITECT OK 6795	
REVISIONS	
No.	Description Date

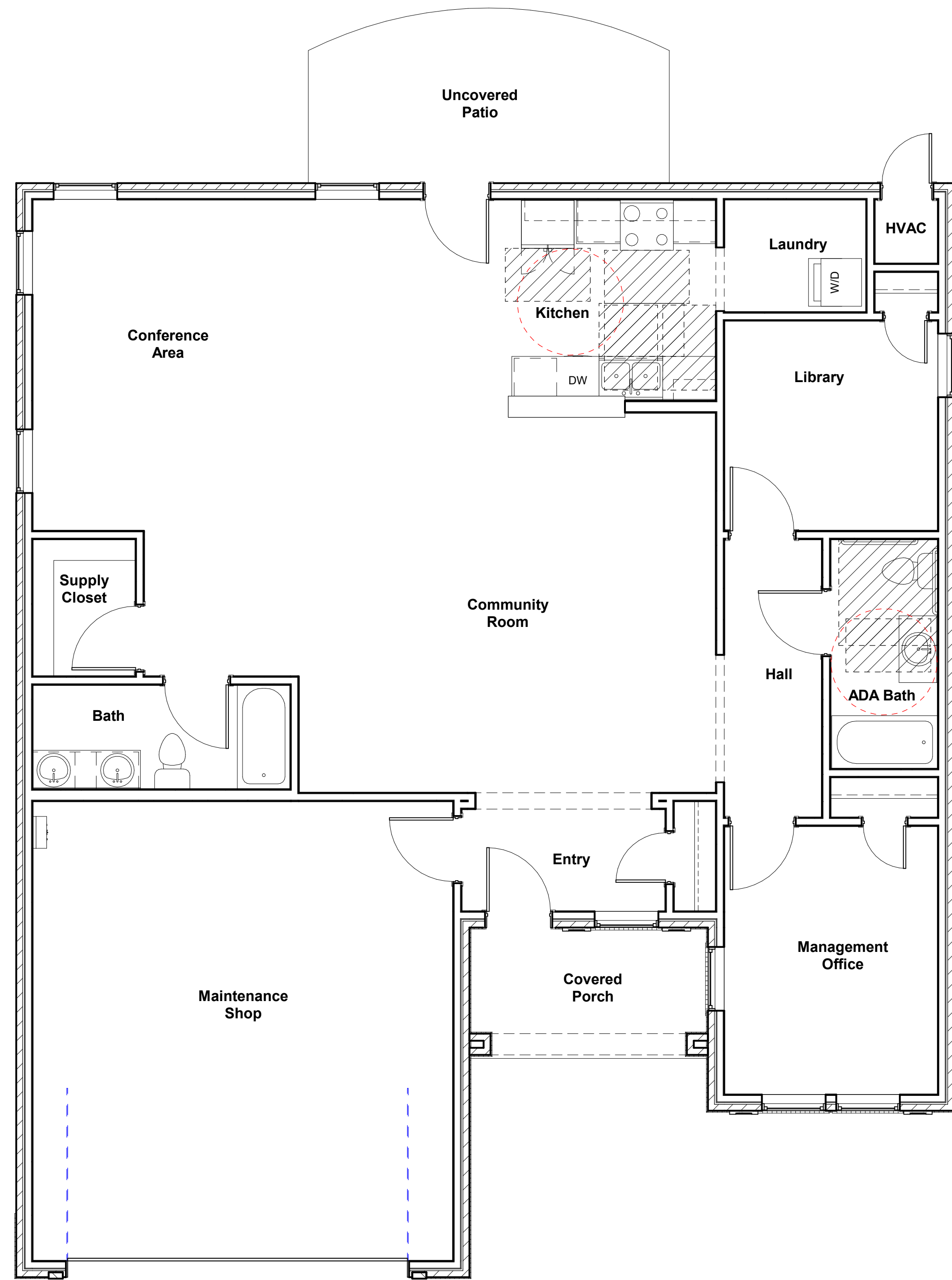
DATE: 12.20.23  
 SHEET NO. A-001

**A-001**  
 SITE OVERVIEW

© COPYRIGHT 2023, HANS THOMAS & ASSOCIATES, LLC



② LEASING OFFICE - FRONT ELEVATION  
1/4" = 1'-0"



① LEASING OFFICE 1,500 SF  
1/4" = 1'-0"

**ARCADIAN ADDITION**  
**BARTLESVILLE, OKLAHOMA**  
**LEASING OFFICE**

HANS R. THOMAS, ARCHITECT  
OK 6795

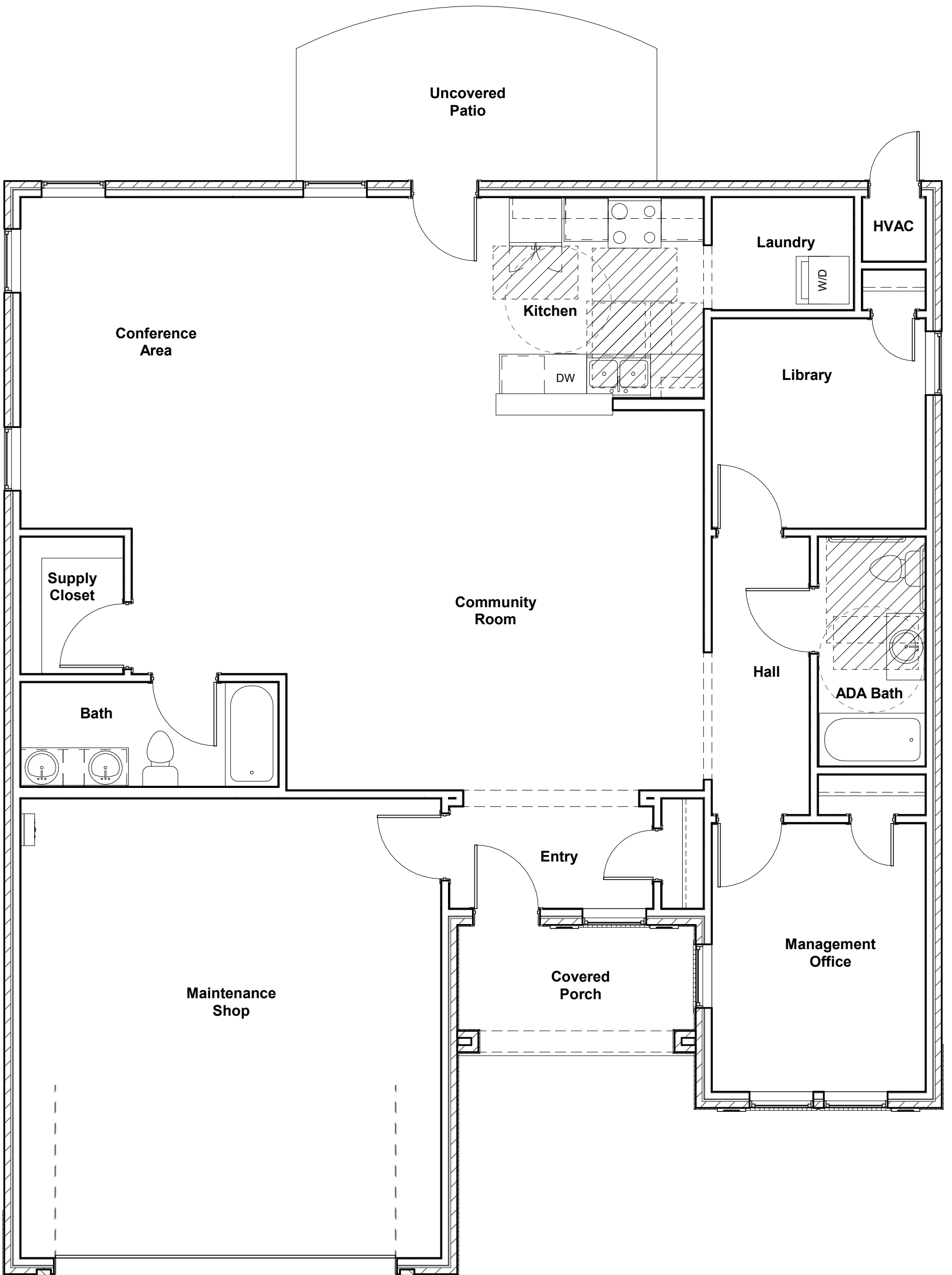
REVISIONS

No.	Description	Date

DATE: 12.20.23

SHEET NO.

**A-101**  
**FLOOR PLAN -**  
**LEASING**  
**OFFICE**



**Arcadian Housing Office – Bartlesville Community Meeting**  
**Tuesday, January 9<sup>th</sup>, 2024 – 5:30 pm.**  
**Bartlesville Public Library**

**Meeting Minutes:**

**Introduction: Lance Windel (LW)** lets everyone know that he is recording the meeting since he came to the meeting alone, so he can take the recording back to his staff for meeting notes.

**Citizen #1** – Well, I remember the last public meeting that you recorded and the minutes that then were submitted, that was the most detailed public meeting notes that have ever been submitted. That was impressive. **LW** so we got it right? (Laughing) okay. Let me assure you that wasn't me. I have really good people that work with me.

**Citizen #2:** Where's your pilot at? **LW:** I called him because I was going to fly up here said what's that weather doing. He said Well we could do it but its about a 30-knot cross wind and ya know I said I can just drive my truck up there, that's fine. But ya know I was just over at the site because the sign fell over. So I am putting the sign back up and I hear at least two planes flying into that and I'm like man. **Citizen #1:** we have some pilots here, some retired pilots. (chatter about pilots).

**Citizen #2:** What's the email for? **LW:** That's the one they gave me. You don't have to put it. You can put whatever you want to. **Citizen #2:** I get a lot of spam emails. **LW:** That's fine, we are certainly not going to spam you or anything.

**Citizen #2:** Do you come up from Ardmore? **LW:** Actually, from OKC this morning, so it wasn't so bad. About 2 ½ hours from the city. **Citizen #2:** It didn't snow down there, did it? **LW:** Yeah, I stayed the night in OKC and there was snow on out on the truck. And it was pretty chilly. I don't know we have had it pretty mild up until now. Yesterday I was walking around going heck it is a beautiful day for early January. **Citizen #2:** Just wait until next week. **LW:** True, we will pay for it. **Citizen #1:** That is one thing about Oklahoma it doesn't stick around. **LW:** Nope. **Citizen #1:** I lived up North in North Dakota and that will stick around. You get that North wind up there and everyone South has their windows rolled down with their arms hanging out and it's like I don't know 32 degrees. **Citizen #2:** I was thinking that about 3:30 this afternoon ya know about 5:00am this morning everything was white outside and here it is 6 hours later and everything is gone. That's what I like about Oklahoma. Next week is supposed to be below 0. **Citizen #1:** We are

going to have to keep the water going to try and keep the pipes from freezing. We are going to. We don't need any frozen pipes. (chatter about a previous winter storm).

**Citizen #1 and #2** discuss water percentages and the low lake. Also discussed the water conservation coming next week.

**LW:** We are going to go ahead and kick off now that it is 5:32pm. LW states again that he is recording the meeting since the city asked us to provide notes and he is terrible at taking them. He also let everyone know that there is a handout and sign in sheet.

**LW:** This one is actually pretty simple. The last time I met with you all, I am going to sit down if you all are okay with that, this is a small one. The last time I talked to you guys I said we want to have an on-site manager, right. I mean that is what I want, right. The city said Well you don't have a place that is properly zoned with the PUD that you can have someone be in office like that. Okay, what's the process. The process is we are doing a very mini-PUD for these two lots to be allowed a place where I can have someone man an office and be there all the time. Right now, they are not going to live in that. That is not to live in this is just for them to man that office, so that if there is a problem someone that is living there can help. Also, it is someone that if you all have a problem you can go in and say this is not okay. So that is what this is about. Doing the proper documentation for the city to allow us to combine 2 lots kind of showing you a floor plan, its got a couple of offices and an open space, a garage. We generally use the garage where we can store our maintenance stuff. That is what today's meeting is, for the right process and so I can talk to everybody in the neighborhood and explain what we plan to build here.

**Citizen #2:** Well, my question was why you going away from the original PUD lots. **LW:** Because the original PUD won't allow me to have something that someone uses as an office. **Citizen #2:** Asks why we are moving the office. **LW:** Yes, why did we move it from there? Well, we never showed it on this. **Citizen #2:** The PUD from 1980 shows management office there on the corner of Palmetto and Carol Rd. **LW:** I don't think I own that, do I? **Citizen #2:** I don't know. **LW:** I think the reasoning is because I don't own that piece of dirt, so I can't put it there. I told Joel that I would do that so this is my, to be honest in our original site plan we left it off. We caught it and said oh, where is the office going to go? We have gone under contract to buy these two lots. We may have already bought them I am not positive.

**Citizen #2:** Is there any reason you picked those two lots? **LW:** Because it was the 2 that I could get bought and they were not in the original site plan that I was doing. That is why. I can't give you, there was not a big master plan that I thought this was the best location.



It was just the two that I could get purchased. I don't think it is a bad location it was just the two lots that I could get bought. **Citizen #2:** These two lots didn't have anything to do with. I saw in the Bartlesville paper that the owners of these two lots were suing the assessor for some reason. **LW:** I think some of these were bought for back taxes. I think this is a back tax, is that what this is? **Citizen #1:** That is correct. **LW:** So what we are having to do is called a quiet title, right? Because. **Citizen #2:** Was it these two lots? **LW:** Yes. These two lots we are having to do a quiet title. **Citizen #2:** Okay, so what was in the paper had to do with these two lots. **LW:** Back Taxes, yes. I am going to tell you this is 98%. Don't look at me and say you are lying to me. I am going to say they didn't pay their taxes. Someone bought the lots at the sheriff's sale when that happens, I personally believe it is a legitimate sale, but when you get a lawyer involved, he says hey before I give you a good title opinion, I think you need to do a quiet title and that will be \$3500. So then you have to go pay the lawyer. He basically sues out the original lawyer and tries to find anybody that he thinks has a claim to it. He does a quiet title and then after that is done, he comes back and says now I can promise you and put my name behind the title opinion. So we are doing that quiet title right now because it had sold from back taxes. **Citizen #2:** So what you're telling me is the original owners didn't pay their taxes and then it sold for back taxes and then those people didn't pay. **LW:** No, so those people sold them to me. Those people sold it to me, but the lawyer comes and says hey they got it from back taxes and that is only kind of okay but it will be really okay if you pay me \$3500 and I do a quiet title. **Citizen #2:** So that's why the original person is trying to sue the assessor. Is that it? **LW:** No, I think that suit is my quiet title against the original owner saying you lost. You don't have any more right to it. Even though I believe the deed from the county assessor that other person's deed from the assessor is good. Lawyers always come in and say to make that really good we are going to do a quiet title. They get sued by that attorney in the name of the Washington County assessor to say you don't have any title on this anymore, you lost it because of back taxes. **Citizen #2:** Actually, you see those two lots you saw them and you jumped on them. **LW:** And I bought them because I needed two more lots to build an office. **Citizen #2:** You couldn't have used any of the other lots? **LW:** Well **Citizen #1:** I would say that (could not make out the rest of what she said regarding this) **LW:** There was not nefarious purpose I just needed two more lots. I am not sure where you are trying to go here. **Citizen #2:** No, I'm not saying it was a nefarious reason. **LW:** Okay. **Citizen #2:** I was just wondering why. **LW:** Wondering why I didn't use those other two lots? **Citizen #2:** Why you didn't use any of the others you got out there. **LW:** I've got 108 lots and I'm going to build 108 houses, and then I realized I needed two more lots to build an office. **Citizen #2:** Well, that was my question. Why spend any more money. **LW:** Right, because I want to build 108 units. My finance team was all set to build

108, and then I was like oh crap, where is the office going to go? I did not want to go down to 106 units to build the office, so I just said let me go buy two more lots and that will solve this problem. **Citizen #1:** And they were able to sell you these two reasonably. **LW:** Correct. **Citizen #2:** Joel picked up a couple out there for \$50 a piece. **Citizen #1:** Well he didn't get these for \$50 a piece. **Citizen #3:** No, he didn't.

**Citizen #1:** Well I have another question, in my opinion in the community development plan you did an excellent job explaining everything. I forwarded it over to the Oak Park Community Association when you sent it out. I thought it was very thought out and very easy to understand. I wanted to ask you if you decided or can you tell us when you might start working on this? **LW:** Good. I talked to Micah about it today. They had a staff meeting about this one.

**Citizen #2:** There is a lot of stuff down there (I believe he said something about cleaning it up or letting the city know but could not quite make it out). **LW:** Well I appreciate that. I did see that there are appliances and mattresses down there. **Citizen #1:** Well we can let the City know that and they can send a truck out unofficially. **LW:** Oh really? **Citizen #1:** Unofficially. (Discussed how the city would help with this).

**LW:** We had our financing call this morning. We are trying to close financing the 1<sup>st</sup> week of March or last week of February. Financing guy said not until you get your quiet title and quiet titles are just statutory right? You got to wait 45 days and then the judge gets 30. The last quiet title is going to finish up like the mid-week of Feb. So we just said let's try to get closed the last week of Feb, first week of March. I talked to Micah and the other Micah the City engineer. They sent some notes, it was really light, for our engineering, stormwater runoff and finishing up the sewer. They sent some last-minute notes last week of December to my engineer and I didn't know. It's in my lap now so I am calling my engineer saying hey let's get this going. We are ready, we might jump the gun on doing the infrastructure and starting the storm water and king of doing the dirt work. I might start on that before I close with the finance team. Because why not? Let's get going. I would expect in the next 30 days that we are up here starting the dirt work. Right? Doing that stuff. The stormwater run off we have to take care of and then there is a lot of sewers we have to replace that never got used and went bad.

**Citizen #2:** Well I've got a question for you. I think you were saying you were going to build an access (or exit) road, what street is that going to be on? **LW:** Well is there a site plan in there? Shows Citizen where this is on the site plan that was in the meeting packet. They discussed where this would be and then LW showed lots that he did not own when **Citizen #2** asked about this.

**LW** explains that he is not putting in that road. The city is not either and him and Greg went on and on about it because he thinks LW should put that road in but LW believe that it is not fair.

**LW:** I do not have to put in a street in front of land that I do not own. In the end I am not going to put in a street in front of lots I do not own, but I am putting in a street that goes N that goes out to Virginia. The city has required that of me. In my development agreement with them that is a requirement. (Showing different streets on site plan)

**Citizen #4:** Talks about other lot sales. And says that whoever buys those lots could put in the street. **LW:** And Greg's concern is a legitimate concern. His concern is it is not one owner that owns them they are all individual owners. No one individual can afford to put the whole road in and we are going to be stuck. And unfortunately, I don't disagree with him., It is a problem, but its not necessarily my problem, right? I hear you and I agree with you but that's not necessarily my problem. **Citizen #2:** But what are you going to put (pointing to site plan)? **LW:** An exit road here? Because it was already platted that way. That's not my plat. That's the way that plat has existed since 1980s.

**Citizen #1:** You ask some good questions Jim and you are getting some good answers. Citizens discussed the roads issue with each other. Also, discussion on a speed bump on Oak Park Rd.

**LW:** You know you can buy speed bumps on Amazon and just put them in yourselves. LW and citizens joke and discuss the speed bump issue.

**LW:** I did not design that layout. I bought it just like that. The street is designed to go out way up at the North. **Citizen #2:** Right now, from that neighborhood the closest exit is Palmetto. And that is only one exit for a hundred and something houses. The whole Oak Park area has a total of 7 or 8. There is an exit for every 100 or so houses. **Citizen #1:** Mentioned there were about 700 houses in the Oak Park neighborhood. **LW:** Then I am about to put in my exit for my 100.

**Citizen #4** asked about which lots LW owns. LW showed her on the map where/which lots he owns. **Citizen #3:** Do you know who owns that part, back North? I think that is Miller, on that far back. **LW:** I own both sides of Miller, but I do not own anything on Oak Park Rd. **Citizen #3:** Points to road. **LW:** Yeah, and I don't own anything on that. That is where the city wanted me to pave a road at my cost and I said that's not fair I don't own any of them lots. **Citizen #1:** Now we did talk about blocking it off so they can't get back there and dump. **LW:** Yes, that is correct. (Showing on map) We are just going to do a little tail. A tail of about 20 feet which you want just in case somebody needs to turn around. So we

will tail up there about 20 ft. and then barricade so they can't drive back there and do things they don't need to be doing back there.

**Citizen #2:** I was back there a couple of weeks ago and there are people living in tents back there. **LW:** Are there some homeless livings back in there? **Citizen #2:** Yeah, yeah. So you guys might be careful. **LW:** Yeah, it's going to be time for them to get out next week.

**Citizen #1:** We are opening up a shelter on Thursday. **LW:** Oh good. **Citizen #1:** So they will be able to start going there. **Citizen #3** It's going to be a cold one. **Citizen #1:** That's right. We try to pick them up but sometimes they don't want to come. (Talks about Lighthouse).

**LW:** Is that the statewide Lighthouse. Citizens – No. **LW:** There is a lighthouse down in Ardmore too. **Citizen #4:** That is for behavioral. **LW:** Yes, it is for behavioral. **Citizen #1:** There is another building that has been deeded to a non-profit that is opening and hoping to use that as a warming shelter, but they can not have anyone overnight until you get your EPA stuff. One night it was raining, but they could not stay. (continues to discuss this issue)

**Citizen #4:** Are you going to have somebody in that office? **LW:** It is a management office.

**Citizen #4:** Right. Is there going to be somebody there for all hours. **LW:** Well I can't give you their hours right now because I try to let them be flexible, but it is a 40 hour a week job. It's a full-time job. If they got kids and they are like hey I would like to work Saturday afternoon so they can pick up kids I try to be flexible. Man, it is hard hiring people right now. But it is a paid 40 hour a week job however they want. I mean they can't be crazy and want midnight to 6 but whatever they want. I don't want to tell you its going to be 8-5 and then you say Lance they are doing 10-7. That's not what you said. **Citizen #4:** They aren't going to live in this? **LW:** Correct, they are not going to live here. (discuss commute) I am happy for them to commute but I haven't hired anyone yet so don't know their commute. I don't require employees to live on site.

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**Citizen #2:** What's this Merriemen Builders? **LW:** That the General Contractor. **Citizen #2:** Is that who you hire? **LW:** It is. Where do you see that? **Citizen #2:** Right on the front. **LW:** Oh, they are out of Ardmore. **Citizen #2:** So you aren't the contractor. **LW:** No, I have ownership interest in Merriemen Builders. **Citizen #2:** You're supposed to be the contractor. **LW:** No, I am the developer. So sitting here in this meeting today I am here as the developer. I am the owner of the LW Development, LLC. That is who I am here representing in this meeting today, right? LW Development has hired Merriemen Builders, LLC to be the General Contractor. Do I have ownership interest in Merriemen Builder, yes, I do. I'm not trying to hide that from anybody. **Citizen:** Asked where they were out of. **LW:** Ardmore.

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**Citizen #1:** And Lance generally, because I looked at everything back from 2005, which I commend you on what you have done in the past and what you are doing now. I did notice that there is always a sub, a sub-contractor which to me is very wise. That provides a lot of opportunity to do a lot of different things for you that doesn't tie you in. **LW:** And they are different types of companies, right? The development company buys land, does this and gets it titled then goes to financing and gets it awarded and all that kind of stuff. The construction company is just a straight up GC company. You are going to tell us what to build and we will build it. I have ownership interest in both. Two different people run each one.

**One citizen asked something about financing. LW:** I don't have numbers off the top of my head. The government doesn't give us any dollars. They award tax credits. I get to sell the tax credits. And I don't get those and I don't get to sell them until after it is built. I have to go and get a regular loan, get it all built, get it occupied, then the credits start coming in. Then I can turn around and let an investor come in and since they invested, they get the tax credits.

**Citizen #2:** Is that your people that were involved in what happened back in 2017. **LW:** 2017. Are you talking about the Green brothers? They are out of Tulsa. You are talking about the original folks that tried to start this? **Citizen #2:** Yes. **LW:** I know those guys. I bought this off of them. **Citizen #2:** And they were out of OKC? **LW:** They I am pretty sure are out of Tulsa. Their lawyer may have been out of OKC? But I think he was out of Tulsa. I did have to do with, when the Green brothers put in their application in, they hired my development company to do the application, that was it. Right, just help us do the paperwork? So my development company helped them do the paperwork. We watched them get into this big fight with a local who did not want that housing to go there. After a while they got tired and came to me and said we are tired, would you buy this? And I said, sure. I know what it is I have been watching it the whole time., **Citizen #2:** They got tired. **LW:** In the end it ended up working out fine for me. Here I am. **Citizen #1:** I think it was a win win for Bartlesville because the construction is going to begin. **LW:** That's right you are getting single family homes with garages and not getting duplexes. **Citizen #2:** They aren't duplexes? **LW:** No they are SFH. **Citizen #2:** Two-story? **LW:** Yes, two-story. **Citizen #2:** See that's the part I don't like. I can't see why you couldn't build regular houses on there. **LW:** Because the lots are 40 ft wide by 80 ft, so I can't. I could build houses that were 1 bedroom with a half bath. **Citizen #2:** You could take two lots and build one house. **LW:** You could do that. Then I would only get 54 houses instead of 108. **Citizen #2:** Yeah but you could build nice houses. **LW:** That's not the way it works.

**Citizen #1:** Well there's a whole lot of other things that go into that to. With the financing and other stuff. Jim is the one in our group that asks all the hard questions that people are sometimes thinking. **LW:** I'm not mad and I'm not afraid to tell you. Hey I hear your idea.

**Citizen #2:** You told me you were going to start with 20 houses, that's what you told me. **LW:** I will pour 20 slabs at a time but I am building all 108. **Citizen #2:** The way you told me was that you were going to start out with 20 houses and then go from there. **LW:** Yeah I can't, I don't have. This GC can't pour 108 slabs on a single day. They can do about 20 a time. They can be pouring about 20 slabs and then start framing. A week or two later starts pouring another 20 slabs and start framing. We can't frame 20 houses in a day. We kind of pace it out. And used to we could only do about 10 at a time, but now they can do about 20. It's because they got a little bigger but still that is about all you can do. It doesn't mean I am going to start 20 and then I'm not going to start the next 20 until these 20 are done with people living in them. This just means we do about 20 at a time. Kind of in batches. Speed/pacing that works out.

**Citizen #2:** Is the city going to change that sign that sits on Virginia that says the city limits ends. **Citizen #4:** No, because the city limits once it crosses Virginia and comes over to Carol it drops back North it doesn't come all the way to Palmetto. It goes back North. (Citizens continued discussing the city limits questions/issues) **LW:** So the sign has nothing to do with me or this office? **Citizens:** No.

**Citizen #4:** Are you going to have to redo all the streets? **LW:** Yes, the city has told me I am going to have to tear them all up. **LW & Citizens:** Talked about Jim Diamond doing some of the streets. **LW** stated that back in 2017 he saw Jim Diamond's name. **Citizen #2** stated that he was the worst builder. **LW:** Did he build worse stuff than this? They continued discussing this and some of his work in Oak Park.

**Citizen #1:** So we don't want to keep you. You have been so kind to come. Jim, do you have any other questions?

**LW:** Okay. I think we are back in front of P&Z in a couple of week and then City Council after that. We are trying to get started. If my engineer answers your engineer's questions properly, we can probably get in there and start cleaning up the dirt. If the City would love to come pick up where they have been dumping, we would really appreciate it.

**Citizen #3:** Did you see all the tires? **LW:** I did. And y'all feel free to run off anybody that you want to. Rock salt works great. Citizens discuss how the city limit sign causes confusion even with the city police.

Citizens thank LW and he thanks them back.

**Meeting Ends (Meeting lasted roughly 38 minutes)**

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

Discuss and take action on an application and agreement between the City of Bartlesville and Bartlesville Area Habitat for Humanity, Inc. to forgive liens in the amount of \$14,627.44 plus special assessments and fees on property located at 1414 SE Dewey Avenue.

Attachments/Exhibits:

- Exhibit A: Aerial / Map
- Exhibit B: Street view image of lot
- Exhibit C: Lien Release Application from Habitat for Humanity, with Deed and Recorded Liens on 1414 SE Dewey Ave
- Exhibit D: Agreement

**II. STAFF COMMENTS AND ANALYSIS**

Bartlesville Area Habitat for Humanity (Habitat), has requested that the City release its liens totaling in the amount of \$14,627.44 on a vacant lot located at 1414 SE Dewey Avenue (legal description: Lot 17, Block 11, Grand View Addition). This lot was acquired by Habitat by deed from Judith L. Mattix, recorded at the County Clerk’s Office at Book 1215, Page 2463 on December 22, 2023. At the time the property was conveyed, the following liens and notices of lien remained on the property for the City’s costs in abating past nuisances:

Recordation Date	Type of Lien	Dollar Amount	Book/Page
12/16/2021	Dilapidated Structure Demolition	\$14,000.00	Book 1196, Page 14
11/22/2021	Dilapidated/Unsecured Structure/garage/fence	\$ 402.97	Book 1195, Page 1323
11/5/2021	Notice of Dilapidation & Lien	\$ 0.00	Book 1194, Page 3288
11/5/2021	Notice of Boarding & Securing	\$ 0.00	Book 1194, Page 3287
4/28/2021	Cleaning & Mowing	\$ 224.47	Book 1188, Page 451
11/13/2020	Notice of Dilapidation & Lien	\$ 0.00	Book 1183, Page 1552
<b>TOTAL</b>		<b>\$14,627.44</b>	

These liens were certified to the County Treasurer. As such, the amounts due are levied on the property, to be collected by the County Treasurer as other taxes, as an assessment, for the city, per state statute 11 O.S. §22-111 A. 6 (Cleaning and Mowing), 11 O.S. § 22-112.1 C. 7 (Boarding and Securing) and 11 O.S. §22-112 A. 5 (Dilapidated Buildings).



As of 1/31/2024, with interest and fees, the total amount due to the County Treasurer if the Treasurer collected these liens for the city as a Special Assessment, would be **\$20,284.98**:

Year	Tax Id	Lot/Block	Owner Name	Type	Legal	Base Tax	Total Due
2021	0912145	017-011	MATTIX, JUDITH L	Special Assessment	LOT 17 BLK 11 GRANDVIEW ADDN	443.27	566.87
2021	0812145	017-011	MATTIX, JUDITH L	Special Assessment	LOT 17 BLK 11 GRANDVIEW ADDN	15,400.00	19,337.57
2020	0512145	017-011	MATTIX, JUDITH L	Special Assessment	LOT 17 BLK 11 GRANDVIEW ADDN	246.92	380.54
<b>TOTAL:</b>							<b>\$20,284.98</b>

Source: Washington County Treasurer’s Office, <https://oktaxrolls.com/searchTaxRoll/Washington>

Lien release history. Since 2020, using the Lien Release Application process, the City has forgiven and released liens on four properties, totaling \$18,196.80. The highest dollar amount released on a single property to date is \$6,601.74. The lowest dollar amount released is \$111.00. The average dollar amount is \$4,549.20.

Bartlesville Area Habitat for Humanity now owns this vacant lot and plans to construct one new house on this lot for one partner family. The lot and the neighborhood are zoned Single-Family Residential RS-5. No survey of the lot is provided at this time, but according to GIS mapping, the lot area is around 6,850 sq. ft., with dimensions of around 49’ x 139’. The lot was originally platted as a 50’ x 140’ (7,000 sq. ft.) lot, in Grand View Addition.

Habitat requests that the City of Bartlesville release the liens. The Application for Lien release requires that a release of City liens must fulfill a *municipal public purpose*. This can be done by redevelopment of the property that generates *measurable value*, i.e., tax revenue to the city, in an amount equal to or greater than the liens. Alternatively, a land owner may obtain a lien release by developing affordable housing on the property, which has been recognized by City Council as a municipal public purpose. Habitat for Humanity is an acknowledged provider of affordable housing in the community.

### III. RECOMMENDED ACTION

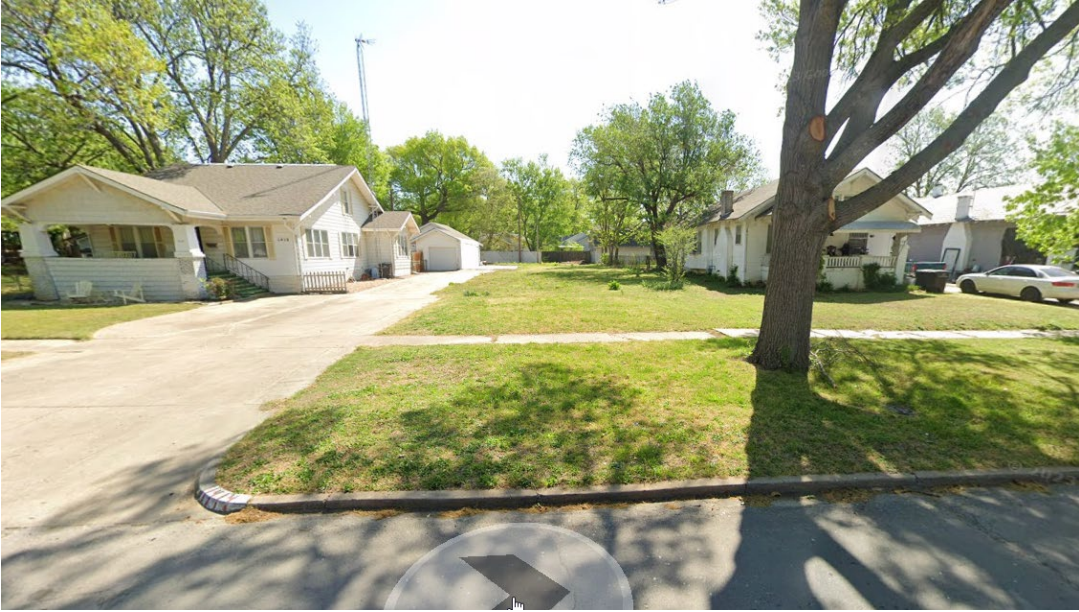
Staff recommends approval of the lien release and recommends that the City enter into an agreement with Bartlesville Area Habitat for Humanity, Inc. for the City to release the liens in exchange for Habitat’s commitment to build affordable housing on this property within two years. Attached is an agreement of which Habitat has indicated its approval.

This release of liens and agreement is in accordance with the City of Bartlesville Affordable Housing Plan, which has as its overall focus the furtherance of affordable housing within the community.

**EXHIBIT A: Aerial Image / Map of Property**



**EXHIBIT B: Street View Image of Lot (Google Street View April 2023)**





**CITY LIEN RELEASE / LIEN MODIFICATION APPLICATION**

<b>SUBJECT PROPERTY INFORMATION</b> <i>(all information is required; attach additional sheets if needed)</i>			
Street Address: <b>1414 SE Dewey, Bartlesville, OK 74003</b>		Existing Use(s) on Property: <b>Vacant</b>	Zoning District: <b>RS-5</b>
Parcel ID Number: <b>010133-011017-000000-01</b>	Tax Assessor's Account #: <b>7400 12145</b>	Proposed Use(s) on Property: <b>Construct Residence</b>	Proposed Rezoning: <b>None, required</b>
Legal Description <i>(attach additional sheet(s) if needed)</i> : <b>Lot 17, Block 11 Grand View Addition to the City of Bartlesville, Washington County, Oklahoma</b>			
Code Violation(s)/Abatement Action(s): <b>Trash, mowing, cleaning and delapidated structure</b>		Dollar Amount of Lien(s) <b>\$19,802.29</b>	
<b>APPLICANT INFORMATION</b> <i>(all information is required)</i>			
Property Owner & Applicant Name: <b>Bartlesville Area Habitat for Humanity, Inc</b>			
Mailing Address: <b>224 E. 4th St</b>			
City, State, Zip <b>Bartlesville, OK 74006</b>			
Telephone: <b>918-214-8040</b>			
Email: <b>jerry@mislawoffice.com</b>			
<ul style="list-style-type: none"> <li>• Have the violation(s) on the subject property been corrected? Enter "Yes" or "No": <b>Yes</b></li> <li>• Date(s) when the subject property was brought into compliance: <b>12/16/2021</b></li> <li>• Were you the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed? Enter "Yes" or "No": <b>No</b></li> <li>• If so, how many days elapsed from the date of the violation notice to the date of compliance? Do not know.</li> <li>• If you were not the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed, were you aware of the lien when you acquired the property? Enter "Yes" or "No": <b>No</b></li> <li>• If the property was not in compliance at the time you acquired the property, how many days from the time of acquisition did it take for you to come into compliance? Just acquired within the last 3 days.</li> </ul>			
Provide the factual basis upon which the application for release of the lien should be granted. <i>(Attach additional sheets if needed)</i> . <b>Applicant is a provider of affordable housing to the community, which is a municipal public purpose. Bartlesville Area Habitat for Humanity, Inc intends to construct a new house on the premises.</b>			

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

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

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

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

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

**INSPECTION**

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

Applicant's signature below shows consent to such inspections.

**AFFIDAVIT:  
STATE OF OKLAHOMA  
COUNTY OF WASHINGTON**

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

[check one]:

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

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

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

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

Jerry M. Maddux

**Applicant Name (Print)**

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

The foregoing instrument was sworn to and subscribed before me this 18<sup>th</sup> day of December, 2023 by Jerry M. Maddux, who  is personally known to me, or  has produced \_\_\_\_\_ as identification.

Notary Public: *Halee D. Lawrence*

Printed Name: Halee D. Lawrence



**Office Use Only:**

Received by: *JMC*

Date: 12/28/2023

Date: 5/7/2021



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

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

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

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

**Conditions for application:**

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

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

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

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

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



Address: PO Box 1284, Bartlesville, OK 74005

# GENERAL WARRANTY DEED

THIS INDENTURE, Made this 8<sup>th</sup> day of December, 2023, by and between JUDITH L. MATTIX, a single person, Parties of the First Part, hereinafter called Party Grantor, and BARTLESVILLE AREA HABITAT FOR HUMANITY, INC, Party of the Second Part, hereinafter called Party Grantee.

WITNESSETH, That in consideration of the sum of TEN DOLLARS and other good and valuable consideration, receipt of which is hereby acknowledged, said Party Grantor does, by these presents, grant, bargain, sell and convey unto said Party Grantee, its successors and assigns, all of the following described real estate, situated in the County of Washington, State of Oklahoma, to-wit:

Lot Seventeen (17), Block Eleven (11) of Grand View Addition to the City of Bartlesville, Washington County, Oklahoma.

**NO STAMPS REQUIRED - 68 O.S. § 3201**

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any ways appertaining forever.

And said Party Grantor, her heirs and assigns, do hereby covenant, promise and agree to and with said Party Grantee at the delivery of these presents she is lawfully seized in her own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind. EXCEPT easements and building restrictions of record and special assessments not yet due, and that Party Grantor will WARRANT and FOREVER DEFEND the same unto said Party Grantee, its successors and assigns, against said Party Grantor, her heirs or assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said Party Grantor has hereunto set her hand(s) the day and year first above written.

JUDITH L. MATTIX

STATE OF OKLAHOMA            )  
  )SS:  
COUNTY OF WASHINGTON        )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2023, by JUDITH L. MATTIX, a single person.

(SEAL)

NOTARY PUBLIC



**Exhibit to Deed**

**AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST**

STATE OF OKLAHOMA )

COUNTY OF Washington

) ss.

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Charlotte Dausses  
(list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an President (role, such as titled officer or trustee) of Bartlesville Area Habitat For Humanity (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged



OAG 2023-3 – Business/Trust Exemption

in regulated interstate commerce in accordance with federal law.” I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law.

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge that and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

Charlotte Dausses

AFFIANT, individually and as authorized agent of the Entity

12/20/2023

Date

The foregoing was acknowledged before me this 20<sup>th</sup> day of December, 2023  
by Charlotte Dausses



Halee Lawrence  
NOTARY PUBLIC

My Commission Expires: 6/1/25

My Commission Number: 21007352

CITY OF BARTLESVILLE  
COMMUNITY DEVELOPMENT  
401 S. JOHNSTONE  
BARTLESVILLE, OKLAHOMA 74003  
918-338-4242

NOTICE OF LIEN DS-21-100 re: Dilapidated/Unsecured Structure- (SF Dwelling and Detached garage & any fence not abutting neighboring properties) Lacks necessary repairs to be habitable and Health and Safety hazard to the occupants/ neighborhood.

I, the undersigned City Clerk of the City Of Bartlesville, do hereby give notice that on (11/4/2021), the City Manager or his designee of the City Of Bartlesville, Oklahoma found that the structure(s) on the following described property is dilapidated and or unsecured and has become detrimental to the health, safety, or welfare of the general public and the community, or created a fire hazard which is dangerous to other property; said property being described as the following:

1414 SE Dewey Ave  
LOT 17 BLK 11 GRANDVIEW ADDN 1.00 Lots, Bartlesville, Washington County, Oklahoma

The City Of Bartlesville, Oklahoma claims a lien on said property for the the costs of the action, said costs for the actual performance of the work was in the amount of (\$14,000.00).

Dated 12.16.21

Jason Muninger  
City Clerk Jason Muninger by Regina Mouser



Acknowledgement

State of Oklahoma )

)ss.

County of Washington )

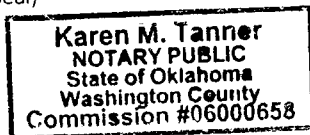
Before me, the undersigned Notary Public in and for said County and State, on this 14th day of DECEMBER, 2021, personally appeared REGINA MOUSER, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

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

Karen M. Tanner  
Notary Public

My Commission Expires: JAN. 17, 2022

(Seal)



VIEW ADDITIONAL LAND RECORDS AT

OKCOUNTYRECORDS.COM

I-2021-012386 Book 1196 Pg 14

12/16/2021 10:14am Pg 0014-0014

Fee: \$18.00 Doc: \$0.00

Annette Smith - Washington County Clerk  
State of Oklahoma



CITY OF BARTLESVILLE  
COMMUNITY DEVELOPMENT  
401 S. JOHNSTONE  
BARTLESVILLE, OKLAHOMA 74003  
918-338-4242

NOTICE OF LIEN DS-21-100 re: Dilapidated/Unsecured Structure- (SF Dwelling and Detached garage & any fence not abutting neighboring properties) Lacks necessary repairs to be habitable and Health and Safety hazard to the occupants/neighborhood.

I, the undersigned City Clerk of the City Of Bartlesville, do hereby give notice that on (11/4/2021), the City Manager or his designee of the City Of Bartlesville, Oklahoma found that the structure(s) on the following described property is dilapidated and or unsecured and has become detrimental to the health, safety, or welfare of the general public and the community, or created a fire hazard which is dangerous to other property; said property being described as the following:

1414 SE Dewey Ave  
LOT 17 BLK 11 GRANDVIEW ADDN 1.00 Lots, Bartlesville, Washington County, Oklahoma

The City Of Bartlesville, Oklahoma claims a lien on said property for the the costs of the action, said costs for the actual performance of the work was in the amount of (\$402.97).

Dated 11.22.21

Jason Muninger  
City Clerk Jason Muninger by Regina Mouser



Acknowledgement

State of Oklahoma )

)ss.

County of Washington )

Before me, the undersigned Notary Public in and for said County and State, on this 22<sup>nd</sup> day of November, 2021, personally appeared Regina Mouser, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

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

[Signature]  
Notary Public

My Commission Expires: June 7, 2022

(Seal) 02009534



I-2021-011604 Book 1195 Pg 1323  
11/22/2021 10:49am Pg 1323-1323  
Fee: \$18.00 Doc: \$0.00  
Annette Smith - Washington County Clerk  
State of Oklahoma



CITY OF BARTLESVILLE  
401 S. JOHNSTONE  
BARTLESVILLE, OKLAHOMA 74003

NOTICE OF DILAPIDATION AND LIEN  
ON CERTAIN REAL PROPERTY  
11/5/2021

To: THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA RE: DS-21-100

PURSUANT to Title 11 SS 22-112(3), the City Clerk of the City of Bartlesville, Oklahoma hereby files this Notice of Dilapidated Building and Lien on the below listed property for the expense and cost of the City of Bartlesville or its agent(s) to dismantle and remove the dilapidated structure(s) located on said property: ADDRESS: 1414 SE Dewey Ave

**Complaint Type: Dilapidated/Unsecured Structure- (SF Dwelling and Detached garage & any fence not abutting neighboring properties) Lacks necessary repairs to be habitable and Health and Safety hazard to the occupants/ neighborhood.**

**OWNER:** MATTIX, JUDITH L 310 SE FENWAY AVE BARTLESVILLE OK 74006-0000

**MORTGAGEE:** NONE FOUND

**1-2021-010871** Book 1194 Pg 3288  
11/05/2021 10:15am Pg 3288-3288  
Fee: \$18.00 Doc: \$0.00  
Annette Smith - Washington County Clerk  
State of Oklahoma



**Other Mortgage Holder**

**Additional Mortgage Holder/Person of Interest**

**LEGAL DESCRIPTION:** LOT 17 BLK 11 GRANDVIEW ADDN 1.00 Lots, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

ALSO NOTE: The City of Bartlesville City Manager or his designee certified the structure(s) located on the above referenced property to be dilapidated at a hearing on 11/4/2021

The hearing officer found that through neglect or injury the property lacks necessary repairs or is otherwise in a state of decay or partial ruin to such extent that said structure is a hazard to the health, safety or welfare of the general public. The Hearing Officer or his designee will cause the dilapidated building(s) to be torn down and removed.

The Hearing Officer or his designee has set the following reasonable dates for the commencement and completion of the demolition, during which time you may remove the structure and thereby resolve this health, safety and welfare concern. You must obtain a permit from the City Building official or his designee before the demolition can be commenced. This permit must be obtained by the commencement date as noted below.

**Commencement Date: 11/6/2021**

**Completion Date: 12/7/2021**

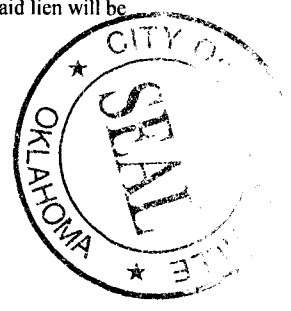
If you do not have the structure(s) dismantled and removed so as to eliminate the health, safety and welfare concern, the City of Bartlesville or its agents, without further notice, will commence dismantling and removal of the structure(s). Should you fail to dismantle and remove said structure(s) within the aforementioned dates, and it is necessary that the City or its agent(s) perform these duties, you are hereby advised that all contents within this dilapidated building(s) will also be demolished, dismantled, and removed.

The City of Bartlesville, claims a lien on this property for the dismantling and removal costs and the interest thereon, and such costs and interest thereon are the personal obligation of the property from and after the date of filing this Notice of Dilapidation and Lien. The amount of said lien will be provided once the dismantling and removal is completed.

I certify that this Notice of Dilapidation and Lien is correct and filed pursuant to law the 11-5-21 Date

City of Bartlesville

Jason Muninger  
City Clerk Jason Muninger by Rajina Mouser



STATE OF OKLAHOMA

COUNTY OF WASHINGTON

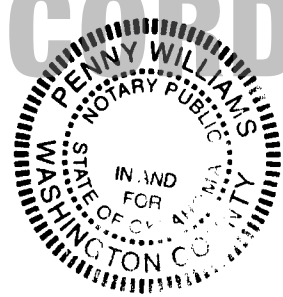
Before me, the undersigned Notary Public in and for said County and State, on this 5<sup>th</sup> day of November 2021, personally appeared Rajina Mouser, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

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

[Signature]  
Notary Public

My Commission Expires: June 7, 2022  
02009534

OKCOUNTYRECORDS.COM





CITY OF BARTLESVILLE  
401 S. JOHNSTONE  
BARTLESVILLE, OKLAHOMA 74003

NOTICE OF BOARDING & SECURING STRUCTURE AND LIEN  
ON CERTAIN REAL PROPERTY  
11/5/2021

To: THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA RE: DS-21-100

PURSUANT to Title 11 SS 22-112(3), the City Clerk of the City of Bartlesville, Oklahoma hereby files this Notice of Boarding & Securing a Building and Lien on the below listed property for the expense and cost of the City of Bartlesville or its agent(s) to board & secure the unsecured structure(s) located on said property: ADDRESS: 1414 SE Dewey Ave

Complaint Type: Dilapidated/Unsecured Structure- (SF Dwelling and Detached garage & any fence not abutting neighboring properties) Lacks necessary repairs to be habitable and Health and Safety hazard to the occupants/ neighborhood.

OWNER: MATTIX, JUDITH L 310 SE FENWAY AVE BARTLESVILLE OK 74006-0000

MORTGAGEE: NONE FOUND

Other Mortgage Holder:

Additional Mortgage Holder/Person of Interest:

LEGAL DESCRIPTION: LOT 17 BLK 11 GRANDVIEW ADDN 1.00 Lots BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

ALSO NOTE: The City of Bartlesville City Manager or his designee certified the structure(s) located on the above referenced property to be unsecured at a hearing on 11/4/2021

The hearing officer found that through neglect or injury the property lacks necessary repairs or is otherwise in a state of decay or partial ruin to such extent that said structure is a hazard to the health, safety or welfare of the general public. The Hearing Officer or his designee will cause the unsecured building(s) to be boarded & secured.

The Hearing Officer or his designee has set the following reasonable dates for the commencement and completion of the boarding & securing, during which time you may board/secure the structure and thereby resolve this health, safety and welfare concern.

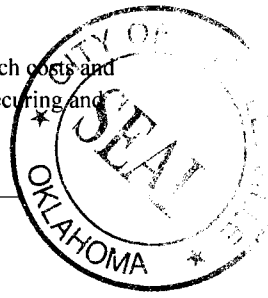
Commencement Date: 11/6/2021

Completion Date: 11/16/2021

If you do not have the structure(s) boarded & secured so as to eliminate the health, safety and welfare concern, the City of Bartlesville or it's agents, without further notice, will commence boarding & securing of the structure(s).

The City of Bartlesville, claims a lien on this property for the boarding & securing costs and the interest thereon, and such costs and interest thereon are the personal obligation of the property from and after the date of filing this Notice of Boarding & Securing and Lien. The amount of said lien will be provided once the boarding & securing is completed.

I certify that this Notice of Boarding & Securing and Lien is correct and filed pursuant to law the 11-5-21 Date



City of Bartlesville

City Clerk ~~Amason Munniger~~ by Regina Mouser  
STATE OF OKLAHOMA

COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for said County and State, on this 5<sup>th</sup> day of November, 2021, personally appeared Regina Mouser to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

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

[Signature]  
Notary Public

My Commission Expires: June 7, 2022  
02009534



OKCOURTYRECORDS.COM

CS



CITY OF BARTLESVILLE  
401 S. Johnstone  
Bartlesville, OK 74003  
NOTICE OF LIEN

NOT AN OFFICIAL COPY

Date of Summary Abatement notification by mailing on 4/19/2021. Case # WT-21-126.  
Date of last notice by mailing (12/16/2020) and originating case # WT-20-898

State of Oklahoma )  
  )ss.  
County of Washington )

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:

1414 SE Dewey Ave  
LOT 17 BLK 11 GRANDVIEW ADDN 1.00 Lots, Bartlesville, Washington County, Oklahoma.

On (4/16/2021), the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$224.47.

April 28, 2021  
Date

City Clerk Jason Muninger  
City of Bartlesville

by Rhonda Branson



Acknowledgement

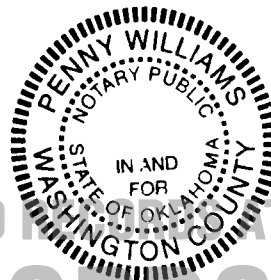
State of Oklahoma )  
  )ss.  
County of Washington )

April 28, 2021 Before me, the undersigned Notary Public, and for said County and State, on this 28<sup>th</sup> day of April, 2021, personally appeared Rhonda Branson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: June 7, 2022



VIEW ORIGINAL LAND RECORDS AT

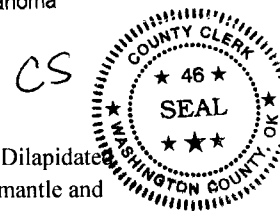
OKCOUNTYRECORDS.COM

CITY OF BARTLESVILLE  
401 S. JOHNSTONE  
BARTLESVILLE, OKLAHOMA 74003

I-2020-008652 11/13/2020 2:09 pm  
Book 1183 Page(s) 1552-1552  
Fee: \$ 18.00 Doc: \$ 0.00  
Annette Smith - Washington County Clerk  
State of Oklahoma

NOTICE OF DILAPIDATION AND LIEN  
ON CERTAIN REAL PROPERTY  
11/13/2020

To: THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA RE: DS-20-078



PURSUANT to Title 11 SS 22-112(3), the City Clerk of the City of Bartlesville, Oklahoma hereby files this Notice of Dilapidated Building and Lien on the below listed property for the expense and cost of the City of Bartlesville or its agent(s) to dismantle and remove the dilapidated structure(s) located on said property: ADDRESS: 1414 SE Dewey Ave

**Complaint Type: Dilapidated Structure-(Non Compliant Fencing)**

**OWNER:** MATTIX, JUDITH L 310 SE FENWAY AVE BARTLESVILLE OK 74006-0000

**MORTGAGEE:**

**Other Mortgage Holder**

**Additional Mortgage Holder/Person of Interest**

**LEGAL DESCRIPTION:** LOT 17 BLK 11 GRANDVIEW ADDN 1.00 Lots, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

ALSO NOTE: The City of Bartlesville City Manager or his designee certified the structure(s) located on the above referenced property to be dilapidated at a hearing on 11/12/2020

The hearing officer found that through neglect or injury the property lacks necessary repairs or is otherwise in a state of decay or partial ruin to such extent that said structure is a hazard to the health, safety or welfare of the general public. The Hearing Officer or his designee will cause the dilapidated building(s) to be torn down and removed.

The Hearing Officer or his designee has set the following reasonable dates for the commencement and completion of the demolition, during which time you may remove the structure and thereby resolve this health, safety and welfare concern. You must obtain a permit from the City Building official or his designee before the demolition can be commenced. This permit must be obtained by the commencement date as noted below.

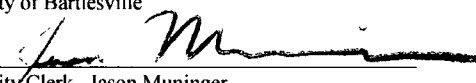
**Commencement Date: 11/14/2020**

**Completion Date: 12/14/2020**

If you do not have the structure(s) dismantled and removed so as to eliminate the health, safety and welfare concern, the City of Bartlesville or its agents, without further notice, will commence dismantling and removal of the structure(s). Should you fail to dismantle and remove said structure(s) within the aforementioned dates, and it is necessary that the City or its agent(s) perform these duties, you are hereby advised that all contents within this dilapidated building(s) will also be demolished, dismantled, and removed.

The City of Bartlesville, claims a lien on this property for the dismantling and removal costs and the interest thereon, and such costs and interest thereon are the personal obligation of the property from and after the date of filing this Notice of Dilapidation and Lien. The amount of said lien will be provided once the dismantling and removal is completed.

I certify that this Notice of Dilapidation and Lien is correct and filed pursuant to law the November 13, 2020  
Date

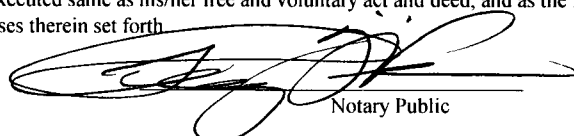
City of Bartlesville  
  
City Clerk Jason Muninger  
by Rhonda Branson  
STATE OF OKLAHOMA



COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for said County and State, on this 13<sup>th</sup> day of November, 2020, personally appeared Rhonda Branson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth

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

  
Notary Public

My Commission Expires: June 7, 2022  
02009534

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



BK 1183 PG 1552

# EXHIBIT D

## AGREEMENT

**THIS AGREEMENT** is made this 5th day of February, 2024, by and between THE CITY OF BARTLESVILLE, OKLAHOMA, a municipal corporation, hereinafter referred to as “CITY”, and BARTLESVILLE AREA HABITAT FOR HUMANITY, INC., hereinafter referred to as “HABITAT”;

### WITNESSETH:

**WHEREAS**, HABITAT is the owner of the following described property situated in Washington County, Oklahoma, to-wit:

LOT 17, BLOCK 11 GRAND VIEW ADDITION to the City of Bartlesville, Washington County, Oklahoma (addressed as 1414 SE Dewey Avenue, Bartlesville, Oklahoma 74003); and

**WHEREAS**, CITY has liens against the above-described property in the approximate amount of \$14,627.44 and notices of lien; and

**WHEREAS**, HABITAT and CITY both desire that housing be built on this property that meets the Affordable Housing Guidelines of CITY; and

**WHEREAS**, CITY finds that a municipal public purpose is served by facilitating the provision of affordable housing in the community; and

**WHEREAS**, the parties hereto desire to make an Agreement concerning said property beneficial to both parties.

**NOW, THEREFORE**, pursuant to the above, the parties hereto hereby agree as follows:

1. CITY agrees to execute a Release of its liens for unpaid mowing, cleaning, boarding and securing, and demolition against the above-described property.
2. HABITAT agrees to construct on said property housing that meets the Affordable Housing Guidelines of the City of Bartlesville no later than February 5, 2026.
3. This agreement shall be filed of record with the Washington County Clerk’s Office, and shall run with the Property, and shall bind the parties, their successors in interest, and all assigns.

**IN WITNESS WHEREOF**, the parties have set their hands to this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024, in Bartlesville, Oklahoma.



BARTLESVILLE AREA HABITAT FOR HUMANITY, INC.  
By

\_\_\_\_\_  
Charlotte Dausses, President

\_\_\_\_\_  
Date

STATE OF OKLAHOMA                    )  
  ) ss  
COUNTY OF WASHINGTON            )

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Charlotte Dausses, as President of Bartlesville Area Habitat for Humanity, Inc., the corporation which executed the forgoing instrument, and acknowledged that she did sign said instrument as President on behalf of said corporation, duly authorized; that said instrument was signed as his/her free act and deed individually, and the free act and deed of said corporation.

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

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

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

Commission No:  
\_\_\_\_\_

CITY OF BARTLESVILLE, OKLAHOMA  
By:

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

\_\_\_\_\_  
Date

ATTEST:

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

(City Seal)

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

Consider 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.

Attachments: Draft Ordinance (Red Text are Additions, Strikes are proposed removals).

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

The City of Bartlesville has undertaken a comprehensive review and revision of its sidewalk ordinances to address evolving urban planning challenges and ensure a pedestrian-friendly infrastructure. A new definition for "Legacy Subdivisions" has been incorporated, highlighting those subdivisions approved before 2000, which often lack sidewalks. While the mandate for sidewalks on both sides of arterial, collector, and residential streets remains, there's now an added provision exempting Legacy Subdivisions from sidewalk requirements if no sidewalks currently exist therein.

Additionally, the ordinance has been amended to stress the inclusion of sidewalks in any new or refurbished transportation projects, emphasizing the city's forward-thinking approach. The "sidewalk fee-in-lieu" section has seen changes as well, with the introduction of an option that addresses 'orphaned sidewalks' by collecting fees, allowing the city to focus on high-traffic pedestrian areas. This change emphasizes a strategic, interconnected approach to sidewalk development. Conversely, the previously existing "Payment in-kind option" within the fee-in-lieu section, which had several conditions tied to property changes, has been removed for simplification.

Furthermore, for "Critical Sidewalk Areas," the ordinance now provides clarity that these are areas within 100 feet of construction projects or existing sidewalks. Lastly, a previous restriction within the "Creation of Separate Fund; Use of Sidewalk Fees Collected" section, which limited the use of fees-in-lieu for specific sidewalk improvements, has been eliminated, allowing for potentially greater flexibility in fund allocation.

The updated also outlines comprehensive guidelines for sidewalk maintenance and repairs, categorizing responsibilities based on private and public sidewalks. Property owners are responsible for maintaining private sidewalks, specifically addressing issues like uneven surfaces or gaps exceeding 1 inch. The ordinance details various hazards including height differences, cracks, protrusions, and erosion. Similar maintenance obligations extend to public sidewalks adjacent to properties. The ordinance also introduces a Cost Repair Partnership program, assisting property owners with repair costs exceeding \$500, subject to eligibility and documentation requirements. Additionally, the city assumes responsibility for major repairs of

public sidewalks. The ordinance further includes provisions for waiving permit fees for minor repairs, reinforcing the commitment to maintaining safe, accessible sidewalks. Enforcement measures are specified for non-compliance, emphasizing legal obligations and potential fines. The ordinance demonstrates a balanced approach to sidewalk upkeep, blending private and public responsibilities while ensuring pedestrian safety.

Together, these revisions reflect Bartlesville's proactive approach to enhance its pedestrian infrastructure, integrating both modern and legacy urban landscapes, and emphasizing safety, accessibility, and connectivity.

### **III. RECOMMENDED ACTION**

Adoption of the Amended Ordinance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 17, STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, ARTICLE IV, SIDEWALKS, OF THE BARTLESVILLE MUNICIPAL CODE CONCERNING THE CONSTRUCTION OF SIDEWALKS**

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**WHEREAS**, the City Council of the City of Bartlesville recognizes that a comprehensive, connected, and financially sustainable sidewalk network is a vital part of a multi modal transportation system that is essential for a healthy, vibrant, and sustainable community; and

**WHEREAS**, the City Council seeks to provide clarity and flexibility to residents and developers with regard to new sidewalk construction requirements in the city.

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

Section 1. Chapter 17, Streets, Sidewalks, and Other Public Places, Article IV, Sidewalks, of the Bartlesville Municipal Code, is hereby amended to include new sections, currently reserved, to read as follows:

**Section 17-61. - Scope.**

The construction activities discussed in this Article are construction projects and must receive special attention in the permitting process, due to their frequency of occurrence and specific design/construction requirements. All of the activities herein require a permit in addition to other permits provided by other applicable ordinances.

**Section 17-62. - Sidewalks and driveways.**

**A. Definitions.** Unless otherwise provided, for the purposes of this section, the following words and phrases shall have the meanings given herein:

**Curb** shall be construed to mean the raised paved structure along the edge of a street.

**Driveway** shall be construed to mean any vehicular entrance or exit connected to any street.

**Private Sidewalk:** A private sidewalk refers to a pedestrian pathway or walkway that is situated on privately owned property and is intended for the use of the property owner and their invited guests or occupants. Private sidewalks are not maintained or owned by the municipality but are the responsibility of the property owner.

**Public Sidewalk** shall be construed to mean any paved walkway within the public right-of-way which is a public land parcel that includes the street and a strip of land on either side of the street. The right-of-way is typically owned and maintained by the city or local municipality. In addition, Public Sidewalks maybe located within easements that are

designated for public use. An easement is a legal right to use another's land for a specific limited purpose.

**B. Permits.** No person shall construct or repair any sidewalk, driveway, or curb in City of Bartlesville street right-of-way without having first procured a permit.

**C. ~~Maintenance by Property Owner.~~** ~~The maintenance of sidewalks shall be a private responsibility. It shall be unlawful for any person, owner, his agent or representative, owning or having in his charge or under his control, any property in the City of Bartlesville, to permit any sidewalk or driveway abutting upon such property to become dilapidated or out of repair so as to endanger the public safety and the public travel thereon. In any instance where the responsible private party fails to maintain an abutting sidewalk or driveway in a safe condition and such failure becomes known to the Director, the Director shall determine the nature and extent of any repairs necessary to eliminate any existing hazard to public safety and travel, and he shall give written notice to such person to repair the sidewalk or driveway within ten (10) days. If the sidewalk or driveway is not properly repaired within ten (10) days after the service of notice, then the owner, agent or representative of such owner having charge of such property shall be deemed guilty of violating this article, and Chapter 11 of the Bartlesville Municipal Code. Each day that the sidewalk or driveway is left in an unsafe or dangerous condition after the expiration of the ten (10) days' time shall constitute a separate offense and be punished by a fine as provided in Chapter 11 of the Bartlesville Municipal Code.~~

**D. ~~Permit application fee waiver for minor repair.~~** ~~The permit application fee for minor repair (as defined herein) of existing sidewalk shall be waived.~~

### **Section 17-63. - Required sidewalks and fee-in-lieu option.**

**A. Definitions.** Words and terms not defined in this section shall have the meanings given to them by the Subdivision Regulations and Zoning Regulations of the City of Bartlesville ("City"), other ordinances of the City, and statutes of the State of Oklahoma, all as amended from time to time, or by common and ordinary usage if not defined elsewhere. For the purposes of this Section, the following words, terms, and phrases shall have the meanings prescribed in this Section, unless otherwise expressly written:

**Agent:** A person authorized to act on behalf of another person or entity concerning a construction project.

**Applicant:** The owner of real property upon which a construction project is planned or has commenced, or an agent of such owner.

**Arterial Street:** A street designated as an arterial street on the Bartlesville Street Functional Classification and/or Trafficway Plan, and the Bartlesville Subdivision Regulations, including, but not limited to, principal arterials, major arterials, and minor arterials. It has a high volume of traffic and is not intended to be a residential street. An arterial provides connections with major state and interstate roadways and has a high potential for the location of significant community facilities as well as retail, commercial and industrial facilities.

**Building Permit:** Formal written permission by the City to perform construction, alteration, repair or related activities within the municipal limits of the City or within its jurisdictional control, as required by ordinance.

**Certificate of Occupancy:** A document issued by the City certifying that a building is in compliance with applicable building codes and other requirements, and indicating that the building is in a condition suitable for occupancy

**Certificate of Compliance:** A document issued by the City certifying that an accessory building that is not inhabited, or other structure or improvement, is in compliance with applicable building codes and other requirements, and indicating that it is in a condition suitable for its intended use.

**City Limits:** The outer boundary of the area lying within the territory of the City of Bartlesville.

**Collector Street:** A street that is either (i) designated as a collector street on the Bartlesville Street Functional Classification and/or Trafficway Plan, and the Bartlesville Subdivision Regulations, or (ii) intended to move traffic from local streets to arterial streets and highways, or from local roads to secondary arterials. It functions to conduct traffic between arterial streets and/or activity centers. It conducts traffic to an activity center or a higher classification street. It is a principal traffic artery within residential areas and carries relatively high volume. A collector has potential for sustaining minor retail or other commercial establishments or their traffic along its route which will influence the traffic flow.

**Construction Project:** An organized undertaking at a specific location to complete pre-determined objectives for the planning, design, construction, repair, improvement or expansion of buildings or facilities, as detailed in construction plans, specifications and other related documents.

**Curb and Gutter:** The area abutting a street designed for the collection of stormwater runoff and providing a raised barrier for the safety of pedestrians and vehicular traffic.

**Development(s):** Buildings, facilities, improvements, or locations, whether planned, under construction or which are completed, which currently create pedestrian demand or which are likely to create pedestrian demand in the future.

**Director:** The Director of Community Development, or his or her designee.

**Director of Engineering:** The Director of the Engineering Department, or his or her designee.

**Fee-in-Lieu:** Payment of a fee rather than constructing required sidewalk(s) and sidewalk infrastructure which has been deferred in accordance with this Section.

**Legacy Subdivisions:** These refer to subdivisions within the city of Bartlesville that were designed, approved, and platted prior to the year 2000. Owing to the planning norms and

infrastructure requirements of their time, many of these subdivisions did not incorporate sidewalks. As a result, they often lack the pedestrian pathways that newer developments typically include. These areas represent a unique challenge for urban planning, as they require retroactive integration into the modern, interconnected pedestrian infrastructure.

**Local Street (Residential Street):** A street, whether privately or publicly maintained, which provides access to each parcel of land within the residential neighborhood and within industrial areas, and in a manner that will discourage use by through traffic. The primary purpose is to conduct traffic to and from dwelling units to other streets within the street hierarchy. They should be planned so that future expansion will not require the conversion of local streets to collector or arterial street functions. Ingress and egress to residential properties should be provided only on local streets.

**Mobility Scooter:** An electrically powered scooter designed for people with restricted mobility, typically those who are elderly and/or disabled.

~~**Minor Repair:** Repair of existing sidewalk by filling, patching or sealing of cracks or spalling, or repair by grinding, beveling, or cutting to remedy differences in vertical grade of existing sidewalk such as upheavals, buckling, and settling.~~

**Ordinance:** A legislative act of the City Council of the City which has become effective in accordance with the Amended Charter of the City.

**Owner:** The person or entity having legal title to the real property upon which a construction project is planned, has commenced or is completed.

**Pedestrian:** A person traveling on foot (walking or running), or in an equivalent manner such as by means of a wheelchair or mobility scooter.

**Pedestrian Circulation System:** Improvements, whether public or private, including, but not limited to, sidewalks, parking lots, streets, paths, and trails, which provide connectivity and walkability between residential areas, businesses, schools, parks, and other pedestrian generators.

~~**Sidewalk:** A hard surfaced path (typically concrete) adjacent to a street or road, designed for pedestrian use, and which is constructed in accordance with standards approved and adopted by the City's Engineering Services Department, or its successor department. For the purpose of this Section, the term "sidewalk" shall incorporate and include the term "sidewalk infrastructure".~~

**Sidewalk Infrastructure:** Improvements designed and constructed for the purpose of pedestrian use and travel which includes, but is not limited to, sidewalks, curb cuts and ramps, and retaining walls necessary for sidewalk construction.

**Zoning Clearance Certificate:** Formal written permission by the City to perform construction or installation of an accessory building 200 square feet or less, wireless communication tower 50 feet in height or less, portable on-demand storage unit, fence

(seven (7) feet or under), wall (four (4) feet or under), swimming pool less than 24 inches in depth, uncovered patio, RV/boat/trailer storage, or gravel parking area.

**B. Required Sidewalks.** Sidewalks are required to be installed on both sides of arterial streets, collector streets and also on both sides of residential (local) streets, except as set forth herein. The Director, or the Director's designee, may also require the installation of sidewalks in other locations when determined that such sidewalks will contribute to a logical and well-connected pedestrian circulation system **prioritize and actively seek opportunities to integrate these disconnected pathways into the main sidewalk network, ensuring a logical, well-connected pedestrian circulation system.**

**1. When Sidewalks are Required.** The sidewalk requirements of this subsection 17-63 B shall apply to all:

- a. Subdivision of land by platting, **including lot splits, lot combinations, and lot line adjustments in Critical Sidewalk Areas, as defined and set forth in the Bartlesville Subdivision Regulations and in the applications, forms and procedures adopted by the Community Development Department;**
- b. Development for which a building permit, certificate of occupancy or certificate of compliance is required in Critical Sidewalk Areas;
- c. **For any new streets or refurbishment projects, thereby ensuring that sidewalks remain an integral part of any transportation project.**

**2. When Sidewalks are not Required:**

- a. **Sidewalks are not required in Legacy Subdivisions as long as there are not any existing sidewalks within the Legacy Subdivision.**

**2. Sidewalk Design and Construction Standards.** The standards for sidewalk design and construction shall be the standards approved and adopted by the City's Engineering Department.

**3. Sidewalk Fee-in-Lieu Option.**

- a. **The primary goal of this option is to directly address the issue of 'orphaned sidewalks'—those stretches of pavement that exist in isolation, disconnected from the broader network. By collecting fees in lieu of immediate sidewalk construction, the city can pool resources and prioritize the development and maintenance of sidewalks in areas that experience significant pedestrian traffic. This approach not only fosters a more systematic and interconnected walking environment but also maximizes the safety and accessibility of key pedestrian routes throughout Bartlesville. An applicant may elect to pay a fee in lieu of constructing the sidewalk as required above, provided that the sidewalk location is **not** listed in the Critical Sidewalk Areas in subsection C below.**



b. ~~Payment in-kind option. At the discretion of the Director, and with the approval of the Director of Engineering, an applicant may enter into an agreement with the City and pay the fee in lieu through a payment in-kind, in the form of dedication of right-of-way to the public. If the subject property at a later time is either:~~

~~1) subdivided, platted, replatted, or~~

~~2) the subject of a lot split, lot combination, or lot line adjustment application, or~~

~~3) the subject of a rezoning application to a zoning district of higher intensity use, or~~

~~4) the subject of a building permit application for a building or structure of higher intensity use than its proposed use at the time of the prior payment in-kind,~~

~~then the sidewalk construction requirement of this subsection again shall apply, and the past payment in-kind shall not satisfy the requirement.~~

**C. Critical Sidewalk Areas.** The following listed areas and locations within the City of Bartlesville are designated as "Critical Sidewalk Areas". Sidewalks are required to be constructed within Critical Sidewalk Areas. The Fee-in-Lieu option is not available and deferral of sidewalk construction and payment of a sidewalk fee-in-lieu will not be approved for a construction project within a Critical Sidewalk Area, unless otherwise permitted by this Section.

#### **CRITICAL SIDEWALK AREAS:**

1. Properties abutting or connecting to an existing sidewalk **within 100 feet of the Construction Project.**
2. Properties abutting arterial or collector streets **and are within 100 feet of an existing sidewalk.**
3. New subdivisions **(Non Legacy Subdivisions)** or replats of existing subdivisions.

**D. Fee-in-Lieu Option for Property Not Within a Critical Sidewalk Area.** An applicant desiring to defer sidewalk construction and pay a fee-in-lieu of construction for a project which is not within a Critical Sidewalk Area as listed in subsection 17-63 C above shall submit an "Application for Deferral of the Requirement to Construct Sidewalks and Payment of a Fee-in-Lieu" ("Application") to the Community Development Department, together with such other information and supporting documentation as may be required or necessary to process the application and determine the eligibility of the applicant. The Director, or the Director's designee, shall review the completed application and shall approve deferral of sidewalk construction and require payment of a fee-in-lieu if the project which is the subject of the application is not wholly or partially within a Critical Sidewalk Area. An application not meeting the eligibility requirements for deferral of sidewalk construction and payment of a fee-in-lieu shall be denied and the required sidewalk(s) shall be constructed prior to the issuance of a certificate of occupancy, certificate of compliance, or zoning clearance certificate.

**E. Other Locations Eligible for the Fee-in-Lieu Option.** Required sidewalk construction may be deferred by the Director, in the Director's discretion, in locations otherwise requiring a sidewalk or sidewalk infrastructure, including locations within a Critical Sidewalk Area, based on one or more of the following factors demonstrated by the applicant:

1. Anticipated construction, known to the Director to be planned for the subject site, which will substantially damage or cause the replacement of sidewalks, if presently constructed;
2. Other factors not specified in this section deemed by the Director to make present sidewalk construction at the location in question impractical. The cost of construction of required sidewalk infrastructure, without other relevant factors being present, shall not make construction of a required sidewalk impractical.

In addition to one or more of the above-listed factors demonstrated by the applicant, the Director shall make a finding that deferral of sidewalk construction will not adversely impact pedestrian safety, mobility or connectivity. An applicant desiring to pay a fee-in-lieu for a location which may be eligible pursuant to the criteria established by this subsection shall submit an application to the Community Development Department, together with such other information and supporting documentation as may be required or necessary to process the application and determine the eligibility of the subject property. The Director, or the Director's designee, shall review the completed application and may approve deferral of sidewalk construction and payment of a fee-in-lieu if the project is eligible for the Fee-in-Lieu Option pursuant to the criteria set forth in this subsection. An application not meeting the eligibility requirements for sidewalk construction deferral and payment of a fee-in-lieu, in the discretion of the Director, shall be denied and the required sidewalk(s) shall be constructed prior to the issuance of a certificate of occupancy, certificate of compliance, or zoning clearance certificate.

**F. Appeal to the Street and Traffic Committee.** An applicant who has a deferment and fee-in-lieu application denied by the Director, may appeal such decision to the Street and Traffic Committee within ten (10) business days after the date of denial of the appeal by filing two copies of a written Notice of Appeal, specifying the name and address of the Appellant and the grounds for appeal with the City Clerk at 401 S. Johnstone Avenue, Bartlesville, Oklahoma 74003, and by filing two copies of a written Notice of Appeal with the City Clerk. The written Notice of Appeal form shall be the form provided by the City Clerk or the Council Secretary. A hearing on the appeal shall be heard by the Street and Traffic Committee not later than thirty (30) calendar days from the date of filing the Notice of Appeal unless a later date is agreed to by the Appellant. Notice of the date, time and place of the appeal hearing shall be mailed by the City Clerk or City Council Secretary by first-class mail to the Appellant at the address shown in the Notice of Appeal.

**G. Street and Traffic Committee Action.** The Street and Traffic Committee shall hold a hearing and may reverse or affirm the decision of the Director. The concurring vote of a majority of all of the members of the Street and Traffic Committee shall be necessary to reverse the decision of the Director.

**H. Determination of Sidewalk Fees.** The Director of Engineering, or his or her designee, shall review and calculate, at least annually, the average unit cost to the City with respect to sidewalk infrastructure constructed for the City and shall determine if the average unit costs of sidewalk infrastructure construction for fee-in-lieu purposes should be adjusted. The unit costs so calculated shall be the basis for the fee-in-lieu amounts required. The average unit cost of sidewalk construction and ADA-compliant ramp construction as determined and adjusted by the Director of Engineering shall be the required fee-in-lieu amount for sidewalks on or along streets designated as arterial streets, collector streets, local streets, in the Bartlesville Street Functional Classification and/or Trafficway Plan and the Bartlesville Subdivision Regulations and (applicable to "Arterial Sidewalk Construction" below in numerical 2 of this subsection), and for ADA-compliant ramps. The existing average unit costs of sidewalk infrastructure adopted for fee-in-lieu purposes, until otherwise adjusted by the Director of Engineering, are as follows:

1. Sidewalk Construction: Eight Dollars and Fifty Cents (\$8.50) per square foot.
2. ADA-Compliant Ramp Construction: Nine Hundred Fifty Dollars (\$950) each.

**I. Creation of Separate Fund; Use of Sidewalk Fees Collected.** A separate fund or funds for fees-in-lieu collected shall be established and the funds so collected shall be accounted for based upon the fees-in-lieu collected. ~~Fees-in-lieu may not be used to fund repairs, maintenance, restorations, refurbishments, alterations, improvements, or fixes to existing sidewalk infrastructure that do not result in an increase or expansion in the functional service capacity of the sidewalk system which is available to serve new or expanded existing growth and development in the city.~~ Fees-in-lieu may be used for any costs related to public sidewalk infrastructure expansion within the city.

**J. Annual Report.** The Community Development Department and Engineering Department shall provide an annual report to the City Council detailing the collection, investment and expenditure of fee-in-lieu funds.

**K. Termination of Sidewalk Fees.** The City may terminate the deferral of required sidewalk construction and the collection of fees-in-lieu when the system of public sidewalk infrastructure has been fully funded or developed and any expanded or modified development will have no additional impact on the public sidewalk infrastructure system.

#### **Section 17-64. – Sidewalk Maintenance and Repairs**

**A. Maintenance of Private Sidewalks by Property Owner.** The maintenance of private sidewalks shall be a private responsibility. Private sidewalks shall be repaired when there are gaps or displacement of concrete slabs greater than 1 inch, or when any part of the sidewalk becomes uneven or presents a tripping hazard.

- a. **Uneven or Tripping Hazard:** Any condition or defect in a private sidewalk or walkway that deviates significantly from a smooth and level surface, potentially endangering pedestrians by causing them to trip, fall, or stumble. This includes but is not limited to:

- i. **Height Differences:** Variation in the height of adjacent concrete slabs, pavers, or sections of the walkway that exceeds a certain threshold, typically defined by local ordinances or standards. For example, a height difference exceeding 1 inch might be considered a tripping hazard.
- ii. **Cracks and Gaps:** Cracks, gaps, or openings in the surface that are wide or deep enough to catch a person's foot or impede the normal flow of pedestrian traffic.
- iii. **Protruding Objects:** Objects or debris on the surface of the walkway that extend above the general plane of the path and can cause pedestrians to trip. This could include raised tree roots, loose bricks or stones, or other obstructions.
- iv. **Settlement or Erosion:** Areas where the private sidewalk has settled or eroded, creating an uneven surface that disrupts the even flow of the walkway.
- v. **Poorly Maintained Joints:** Faulty or deteriorating joints between concrete slabs that create gaps or height disparities.
- vi. **Sudden Changes in Grade:** Sudden and significant changes in the slope or grade of the private sidewalk that are not properly transitioned or marked.

**B. Maintenance of Public Sidewalks by abutting Property Owner.** As abutting Property owners benefit directly from having well-maintained sidewalks as they provide safe access to their properties and can enhance curb appeal, the maintenance of public sidewalks shall be a public/private responsibility. Public sidewalks shall be repaired when there are gaps or displacement of concrete slabs greater than 1 inch, or when any part of the sidewalk becomes uneven or presents a tripping hazard.

- a. **Uneven or Tripping Hazard:** Any condition or defect in a public sidewalk or walkway that deviates significantly from a smooth and level surface, potentially endangering pedestrians by causing them to trip, fall, or stumble. This includes but is not limited to:
  - i. **Height Differences:** Variation in the height of adjacent concrete slabs, pavers, or sections of the walkway that exceeds a certain threshold, typically defined by local ordinances or standards. For example, a height difference exceeding 1 inch might be considered a tripping hazard.
  - ii. **Cracks and Gaps:** Cracks, gaps, or openings in the surface that are wide or deep enough to catch a person's foot or impede the normal flow of pedestrian traffic.
  - iii. **Protruding Objects:** Objects or debris on the surface of the walkway that extend above the general plane of the path and can cause pedestrians to trip. This could include raised tree roots, loose bricks or stones, or other obstructions.
  - iv. **Settlement or Erosion:** Areas where the sidewalk has settled or eroded, creating an uneven surface that disrupts the even flow of the walkway.
  - v. **Poorly Maintained Joints:** Faulty or deteriorating joints between concrete slabs that create gaps or height disparities.

- vi. **Sudden Changes in Grade:** Sudden and significant changes in the slope or grade of the sidewalk that are not properly transitioned or marked.
- b. **Cost Repair Partnership.** A Cost Repair Partnership is a program or arrangement established by the city that allows abutting property owners to request financial assistance when the cost of repairing or maintaining a sidewalk exceeds a threshold set at \$500.00 as long as public funding is available. This partnership may involve cost-sharing or work-in-kind to help property owners address substantial repair expenses while ensuring the safety and integrity of public sidewalk.
  - i. **Eligibility Assessment:** property owners interested in the Cost Repair Partnership program should begin by contacting the municipal authorities or relevant department responsible for sidewalk maintenance. They will assess the eligibility of the repair project based on predetermined criteria, including the cost threshold.
  - ii. **Documentation and Estimates:** property owners are required to provide documentation detailing the scope of the repair, repair cost estimates from two licensed contractors, and any other relevant information requested by the municipality.
  - iii. **Application Submission:** property owners must submit a formal application to the municipal department overseeing the Cost Repair Partnership program. This application includes:
    - 1. Property owner's contact information.
    - 2. Property details, including address and parcel number.
    - 3. A description of the repair work required.
    - 4. Cost estimates from contractors.
    - 5. Proof of financial need, if applicable.
    - 6. Any supporting documentation requested by the municipality.
  - iv. **Review and Approval:** The city reviews the submitted application to determine eligibility and assess the merit of the request. They may consider factors such as the extent of the repair, the property owner's financial situation, and the impact on public safety and infrastructure integrity.
  - v. **Financial Assistance Agreement:** If the application is approved, the city and property owner enter into a financial assistance agreement outlining the terms of the partnership. This agreement may detail the cost-sharing arrangement, the maximum financial aid provided, and the property owner's responsibilities.
  - vi. **Repairs and Documentation:** The property owner proceeds with the necessary repairs, ensuring that the work adheres to municipal standards and regulations. Detailed records of the repair process, including invoices and receipts, should be maintained.
  - vii. **Verification and Reimbursement:** After the repairs are completed, the municipality will verify the work's quality and compliance with the agreement's terms. Once verified, the property owner is reimbursed for the agreed-upon portion of the repair costs.

**C. Major Repairs of Public Sidewalks by the City:** Substantial repairs to public sidewalks conducted by the city during routine road maintenance or at the city's discretion. These repairs are typical done due to the life of the sidewalk coming to an end. In addition, they may address extensive damage or hazards that require specialized attention beyond routine maintenance tasks, ensuring the safety and integrity of public walkways.

**D. Permit application fee waiver for minor repair.** The permit application fee for minor repair (as defined herein) of existing sidewalk shall be waived.

### **Section 17-65 – Enforcement**

**A. Legal Requirement:** It is unlawful for anyone, including private property owners, abutting property owners, their agents, or representatives, to allow sidewalks or driveways on their Bartlesville property to deteriorate to a point where they endanger public safety and travel.

a. **Responsibility for Repairs:** If a responsible property owner neglects to maintain a safe sidewalk or driveway and the Director becomes aware of the issue, the Director will assess the necessary repairs to eliminate safety hazards as outlined in Section 17-64.

b. **Notice and Deadline:** The property owner will then receive written notice, instructing them to repair the sidewalk or driveway within ten (10) days.

c. **Consequences of Non-Compliance:** Failure to complete the required repairs within ten (10) days after receiving the notice will result in the property owner, their agent, or representative being in violation of this article and Chapter 11 of the Bartlesville Municipal Code.

d. **Multiple Offenses:** Each day that the sidewalk or driveway remains unsafe after the ten (10) days will be considered a separate offense and may lead to fines as specified in Chapter 11 of the Bartlesville Municipal Code.

### **Section 17-66 – Funding**

A. Be it resolved that within the fiscal year 2024-2025, the city staff is directed to provide a formal recommendation to the City Council regarding the establishment of dedicated funds for sidewalk maintenance. The objective is to ensure the safety, accessibility, contestability, and long-term integrity of our public sidewalks while considering the financial sustainability of this initiative.

### Section 2. Savings Clause, Conflict and Severability.

a. Any ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

b. In the event of a conflict between this Ordinance and any other provision of the Bartlesville Municipal Code or other local, county, or State law or regulation, the most stringent shall apply.

- c. Severability. If any section, subsection, sentence, clause, phrase, provision or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance shall become effective from and after its passage and publication.

**PASSED** by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

**ATTEST:**

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

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

Nomination of a City Council member to serve on the Keep Bartlesville Beautiful (KBB) Committee.

**II. STAFF COMMENTS AND ANALYSIS**

The integration of a Council member onto this committee is a strategic move that will foster stronger ties between the Council's vision and the committee's operational activities.

Significance of Council Representation on the KBB Committee:

**Enhanced Alignment with City Objectives:** A Council member on the KBB Committee ensures that the committee's activities are closely aligned with the broader goals and strategic plans of the city.

**Facilitated Communication:** Having a Council representative on the committee will streamline communication between the Council and the KBB Committee, ensuring both bodies are consistently informed and collaborative in their efforts.

**Increased Visibility and Support:** The presence of a Council member can elevate the visibility of the KBB's initiatives, potentially leading to increased community engagement and support.

**III. RECOMMENDED ACTION**

Nominate a City Council member to the Keep Bartlesville Beautiful Committee.



## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on an appeal by Jay A. Mitchell, II of the Hearing Examiner's Administrative Orders and Declarations of a Public Nuisance, specifically violations of property maintenance code at 415 SE Frank Phillips Blvd., legally described as Lot 1 and the North Half of Lot 2, Block 32, Original Town, Now City of Bartlesville, Washington County, Oklahoma (Code Enforcement Case Number PM-ES-0823-0148).

### Exhibits/Attachments:

- |  |   |
|--|---|
| (1) Exhibit A: Aerial / Map Image  | (6) Exhibit F: List of Violations /<br>Corrective Actions |
| (2) Exhibit B: Courtesy Notice   | (7) Exhibit G: Order of Citation                          |
| (3) Exhibit C: Request for Voluntary Compliance<br>(Notice of Violation) | (8) Exhibit H: Appeal Letter                              |
| (4) Exhibit D: Continuance of Hearing                                    |   |
| (5) Exhibit E: Photos of Property  |   |

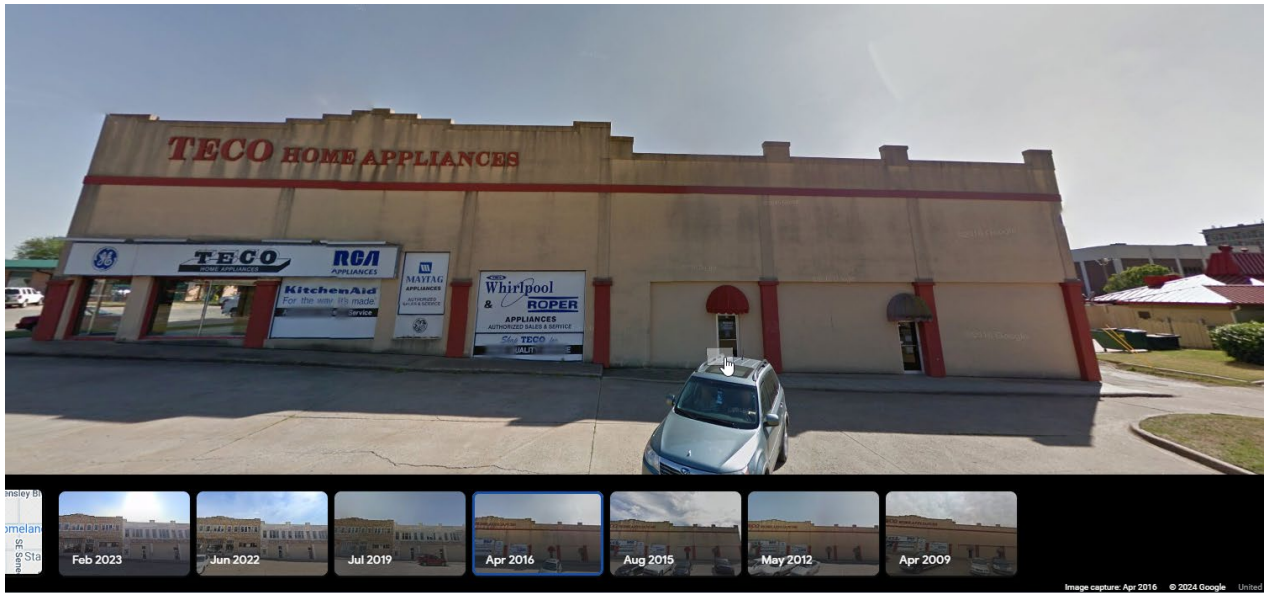
### Background:

Mr. Jay Mitchell, property owner of 415 SE Frank Phillips Boulevard (the former TECO Home Appliances Building), (aerial map / image at **Exhibit A**) appeals the City Code Enforcement Hearing Officer's administrative Order of Citation (**Exhibit G**) for violations of International Property Maintenance Code (IPMC) on the exterior of the building at that address (Code Enforcement Case No. PM-ES-0823-0148).

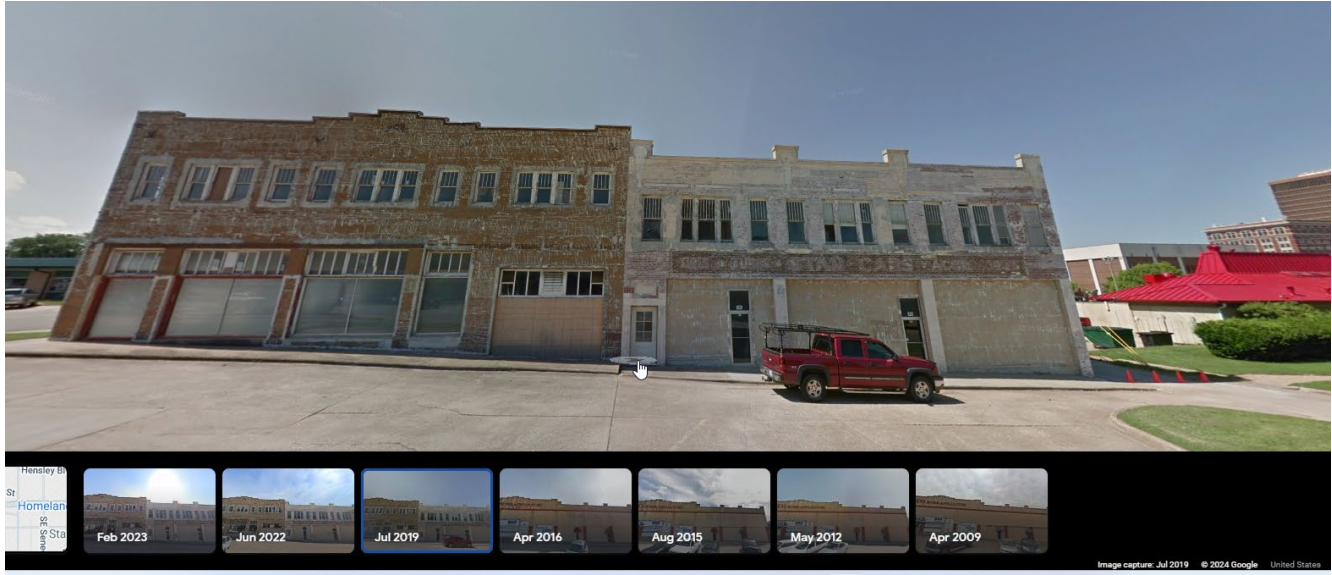
A table listing the IPMC violations, and the required corrective action, is at **Exhibit F**.

This property, the former TECO Home Appliances building, was acquired by Mr. Mitchell from Four S Investment, Inc. (Gary Schwermer, President) by deed recorded on September 27, 2017.

A Google street view photo image of the building in April 2016, before Mr. Mitchell acquired the property is shown below:



A Google street view photo image of the building in July 2019, after Mr. Mitchell took ownership of the building is shown below:



Photos of the property taken during the on-site hearing of December 13, 2023 are found at **Exhibit E**.

The following timeline summarizes the events in this case:

**Timeline of Events:**

- **August 9, 2023.** City Neighborhood Services (Code Enforcement) received a complaint about the exterior condition of the building. Neighborhood Services Supervisor, Mike Wickham, investigated the property that same date and found the complaint to be valid, photographed the exterior of the building, and noted broken and covered windows, deteriorated door and window trim,

and broken glass on the sidewalk and parking lot from broken windows and loose, suspended glass above.

- **August 10, 2023.** Mr. Wickham mailed a Courtesy Notice to Mr. Mitchell (**Exhibit B**) via receipted U.S. First Class Mail. He also posted the Courtesy Notice on the property itself. The Courtesy Notice gave Mr. Mitchell 10 days to correct property maintenance violations at the property, before a Notice of Violation would be sent.
- **August 18, 2023.** Mr. Wickham communicated by phone and email to Mr. Mitchell and further extended the time to **October 20, 2023, 63 days** from August 18th, for Mr. Mitchell to complete repairs or show progress in repair of the property, before sending a Notice of Violation.
- **November 1, 2023.** 75 days after the August 18<sup>th</sup> communication, Mr. Wickham went to the property to see if progress was made in repairs. Seeing no progress and no work completed on the property maintenance issues, Mr. Wickham initiated a code enforcement case for violations of property maintenance code.
- **November 2, 2023.** Mr. Wickham mailed a Request for Voluntary Correction (Notice of Violation), to Mr. Mitchell via receipted U.S. First Class Mail (**Exhibit C**) and posted the letter on the property. The document listed the specific violations, and corrective action required to be done by Mr. Mitchell by November 16, 2023. In the event the violations were not corrected by that date, the letter ordered a hearing on November 16, 2023 at 2:00 PM, at City Hall First Floor Conference Room:
- **November 16, 2023.** Repairs were not made to the property. Mr. Mitchell did not attend the hearing at the City Hall First Floor Conference Room. Mr. Wickham contacted Mr. Mitchell by phone. Hearing officer, Greg Collins, informed Mr. Mitchell that the hearing would be continued to Wednesday, December 13, 2023, at 2:00 PM, on the property site, at 415 SE Frank Phillips Boulevard. A continuance form with the date and time of the continuance of the hearing was mailed to Mr. Mitchell via U.S. First Class Mail (**Exhibit D**), emailed to Mr. Mitchell, and posted on the property.
- **December 13, 2023.** Mr. Collins and Mr. Wickham arrived at 415 SE Frank Phillips Blvd at approximately 1:35 PM to conduct the 2:00 PM on-site hearing. Neighborhood Services Officer William Howe was stationed outside the City Hall First Floor Conference Room from 1:45 PM to 2:30 PM to direct any hearing participants to the property site. Mr. Mitchell did not appear at 415 SE Frank Phillips Blvd or City Hall for the hearing, and no representative appeared. Mr. Collins began the hearing at 2:00 PM at the site and viewed the property with Mr. Wickham. Mr. Wickham took photos of the property.

After weighing the evidence, the Hearing Officer, Mr. Collins, determined that the building exterior violated nuisance code, specifically, Municipal Code Section 11-4 D. 3, and International Property Maintenance Code Sections 304.1, 304.1.1, 304.2, 304.6, 304.13, and 304.13.1, and determined that the building was in an unsafe condition, due to loose window glass and framing, and evidence of broken, fallen glass from above, on the sidewalk and parking area. The Hearing Officer issued an order for the owner to abate the property maintenance violations in 120 days or the City would issue citations.

Mr. Wickham’s photos of the property are at **Exhibit E**. The specific violations of the International Property Maintenance Code (IPMC) are listed at **Exhibit F**, and also in the Order of Citation at **Exhibit G**.

While the Hearing Officer and Neighborhood Services Supervisor were conducting the on-site hearing at 415 SE Frank Phillips Blvd, Mr. Mitchell sent an email to Mr. Wickham, with a cc: to Mr. Collins and Community Development Director, Larry Curtis, stating that there must be some confusion, that Mr. Mitchell thought the plan was to schedule by December 13<sup>th</sup> an on-site working meeting, that he was not expecting an on-site hearing, and that Mr. Collins needed to recuse himself for any hearing to be legitimate.

- **December 14, 2023.** Mr. Wickham sent Mr. Mitchell an email informing Mr. Mitchell of the results of the on-site hearing and the Hearing Officer’s order for abatement of the property maintenance violations in 120 days or the City will issue citations.
- **December 28, 2023.** Code Enforcement mailed to Mr. Mitchell via receipted U.S. First Class Mail, and posted on the property, a written Order of Citation ordering abatement of the property maintenance violations in 120 days, by April 26, 2024, or the City will issue citations. The Order stated that appeals to City Council must be filed within 10 days of the Order, January 9, 2024. **(Exhibit G)**.
- **January 9, 2024.** Mr. Ronald Cummings, representing Mr. Mitchell, brought a letter to City Hall requesting appeal of this case to the City Council, and paid a \$100 filing fee. The letter was received by Executive Assistant Elaine Banes, and the letter was notated, informing Mr. Cummings of the City Council meeting date and time of February 5, 2024, 5:30 PM. The letter does not state the basis for the appeal. **(Exhibit H)**.

## II. STAFF COMMENTS AND ANALYSIS

### A. State Statutory Authority Granted to Municipalities.

State Statute empowers municipalities to determine what is a nuisance. Oklahoma State Statute 50 O.S. §16 states:

*“Cities and towns in this state shall have the right and power to determine what is and what shall constitute a nuisance within their respective corporate limits, and for the protection of the public health, the public parks and the public water supply, shall have such power outside of the corporate limits; and wherever it is practical to do so, said cities and towns shall have the power to summarily abate any such nuisance after notice to the owner, and an opportunity for him to be heard, if this can be given.”*

Oklahoma State Statute 11 O.S. § 22-121 states that *“The municipal governing body may declare what shall constitute a nuisance, and provide for the prevention, removal, and abatement of nuisances.”*

### B. Municipal Code on Nuisance.

The municipal governing body authorized the Community Development Department to enforce nuisance code in the city, through Municipal Code Section 11-8 (Ordinance No. 3148, 11-15-2004):

**“Section 11-8. Nuisance abatement.**

This chapter [11] shall be administered and enforced by the building development department [*community development*] and where appropriate, the police and fire departments, and they are granted the authority expressly granted and impliedly needed and necessary for enforcement ....”

**“Section 11-10. Abatement Procedures. A. Voluntary Correction”** states that code enforcement officers “before taking other steps to abate the nuisance, shall make a reasonable attempt to secure voluntary correction or abatement of the nuisance by contacting the responsible person.”

In this case, Mr. Wickham did so, through his Courtesy Letter of August 10<sup>th</sup> (**Exhibit B**), and by his August 18<sup>th</sup> phone and email communication to Mr. Mitchell, extending the time to complete or show progress on repairs to October 20, 2023.

**“Section 11-10. Abatement Procedures. B. Notice of Violation and Order”** states that when the code enforcement officer is unable to secure voluntary correction, “the officer shall serve a written notice of violation and order to abate to the responsible person.” The notice and order are required to contain:

- (1) a brief and concise description of the conditions alleged to be in violation or to be a public nuisance;
- (2) the provisions of this chapter [11] alleged to have been violated;
- (3) a statement of the corrective action and a reasonable time within which the action must be completed, after which the city may abate the unlawful condition using all legal means;
- (4) the establishment of a date and time for examination of this alleged violation by a hearing examiner at which time the responsible person may appear to address the violation;
- (5) a statement indicating that the hearing will be cancelled if the required corrective action is completed and approved by the city prior to the hearing date;
- (6) a statement declaring that, upon a finding by the hearing examiner that a public nuisance does exist on the property, the city may abate the nuisance and that all costs and expenses of abatement incurred by the city will be assessed against the property and such cost shall be a lien against the property, until paid; and
- (7) a statement that a municipal court citation may be issued to the responsible person for each violation; resulting in a monetary fine as specified and ordered by the court

Following the hearing, the decision of the hearing examiner shall be provided to the responsible person, owner if other than the responsible person, and mortgage holder, if any, in the same manner as the notice of violation and order to abate.

When Mr. Wickham inspected the property on November 1<sup>st</sup>, **75 days** after his August 18<sup>th</sup> communications, and saw no progress in repairs, he correctly initiated the code enforcement case and sent a Request for Voluntary Correction (Notice of Violation) letter containing all the required

elements, to Mr. Mitchell (**Exhibit C**). The Notice required abatement of the violations by November 16, 2023, or a hearing on that date if abatement was not complete. Seeing no progress by November 16<sup>th</sup>, hearing was properly held. Mr. Mitchell did not attend the hearing but participated by phone.

The Hearing Officer granted a continuance of that hearing to December 13, 2023, effectively giving Mr. Mitchell an additional *27 days (102 days total since the August 18<sup>th</sup> communication)* and stated to Mr. Mitchell by phone that the hearing would be on-site at 415 SE Frank Phillips Blvd. The continuance form was mailed to Mr. Mitchell via U.S. First Class mail, emailed to Mr. Mitchell, and posted on the property.

When Mr. Mitchell did not attend the December 13<sup>th</sup> on-site hearing, the Hearing Officer properly issued an Order of Citation requiring repair/abatement of the property maintenance violations, and gave Mr. Mitchell until April 26, 2024, *121 days* from the date of the Order (December 27, 2023) (*252 days total since the August 18<sup>th</sup> communication*) to repair/abate the property maintenance violations.

The photos of the property during the December 13<sup>th</sup> on-site hearing, at **Exhibit E**, are clear evidence of property maintenance violations, listed in the table at **Exhibit F**, in the Request for Voluntary Compliance (Notice of Violation) at **Exhibit C**, and in the Order of Citation at **Exhibit G**.

### **C. Municipal Code on Nuisance Adopts International Property Maintenance Code**

Bartlesville Municipal Code Chapter 11, Public Nuisances and Property Enhancement, states the purpose of Chapter 11:

“Section 11-1. Purpose and scope.

The purpose of this chapter is to promote the health, safety, and welfare of Bartlesville and its residents, and to protect neighborhoods against physical, visual and economic deterioration. To that end, the city intends by this chapter to prohibit nuisances that:

- A. Contribute to or cause injury or endangerment to the health, safety or welfare of others;
- B. Are contrary to community standards of decency;
- C. Are offensive to the senses;
- D. Unlawfully interfere with, obstruct or tend to obstruct or render dangerous the free passage or use, in the customary manner, of any stream, public park, parkway, square, sidewalk, street or highway in the city;
- E. Obstruct the free use of property so as to essentially interfere with the comfortable enjoyment of life and property by the public; or
- F. Damage or contribute to the deterioration of property or improvements in the community”

Section 11-4, Enumerated Nuisance Violations, states, in pertinent part:

“It is unlawful and a violation of this chapter for any owner ... to commit a nuisance or to permit a nuisance to occur, to ... maintain, use, ... allow, leave or permit to remain any

of the following, or to willfully neglect to perform any legal duty relating to the removal of a nuisance. A nuisance includes any one (1) or more of the following conditions:

\* \* \*

D. Buildings, Structures and Fences.

3. Any existing residential or nonresidential structure, and all existing premises, equipment, or exterior property that violates any provision of the *International Property Maintenance Code* as adopted by the City of Bartlesville.

### **III. RECOMMENDED ACTION**

Staff recommends denial of the appeal, and enforcement of the Hearing Officer's Administrative Order, ordering the property owner to abate the nuisance / property maintenance code violations by April 26, 2024 or City Code Enforcement will issue citations to the property owner.

The required corrective action is as stated in Exhibit F List of IPMC Violations, the Courtesy Notice (Exhibit B), and the Request for Voluntary Compliance (Notice of Violation) (Exhibit C),

**EXHIBIT A: Aerial / Map Image**





# EXHIBIT B



**COURTESY NOTICE OF VIOLATION  
REQUEST FOR VOLUNTARY COMPLIANCE**  
City of Bartlesville, Oklahoma  
Neighborhood Services Department  
401 S. Johnstone Ave., Bartlesville, OK 74003

## COURTESY NOTICE OF VIOLATION

**CASE NO:** PM-ES-0823-0148

08/10/2023

**Owner of Record:** MITCHELL, JAY A II  
P O BOX 2495  
MANHATTAN BEACH, CA 90267-2495

**Property Location:** 415 SE FRANK PHILLIPS  
BLVD

**Legal Description:** LOT 1 N 1/2 LOT 2 BLK 32 ORIG BARTLESVILLE, Bartlesville, Washington County, Oklahoma

This is an notice to advise you that a violation of the City's Code of Ordinances has been found on your property as a result of an inspection on 08/09/2023. Please make corrections as identified below within ten (10) days from the date of this letter to avoid further action. A re-inspection will be made by our office to validate compliance.

**Code # / Violation:** IPMC Section 304.2 Protective Treatment., Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement., Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

**Corrective Action:** Rotten wood trim and frame around windows. needs to be removed, repaired, replaced. Flaking/peeling paint needs to be scraped and repainted.

**Code # / Violation:** IPMC Section 304.13.1, Glazing materials shall be maintained free from cracks and holes., Glazing materials shall be maintained free from cracks and holes.

**Corrective Action:** Replace damaged or deteriorated window glazing with approved materials.

**Code # / Violation:** IPMC Sec. 304.1 Ext. Structure General Req., The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare., The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

**Corrective Action:** Complete necessary repairs to the exterior of the structure with approved materials. Broken window glass is collecting on the sidewalk. Broken windows need to be replaced and broken glass on the sidewalk needs to be cleaned up.

This is an effort to resolve the noted violation(s) in a timely and cooperative manner. Most violations are addressed this way. Please understand these codes have been adopted by the City Council to protect the public health, safety, and welfare of Bartlesville citizens and property owners, as well as to provide for a better community.

Should you wish to appeal this violation, you have ten (10) days from the date of this letter to do so. **You are encouraged to contact the undersigned code officer** (email and phone number shown at the end of this letter) to discuss this violation or violations and convey your plans to correct them.

**Abatement Notice:** If corrections do not occur, current law provides for a maximum fine of \$500.00 plus court costs for each day the violation continues to exist. Additionally, ten (10) days after this notice, an abatement of the violations will be completed by the City of Bartlesville to resolve the violation at the expense of the property owner. A bill will be mailed to the owner for work completed by the City. The owner will have (30) days to pay the bill. If not paid within that time period, a lien for the amount owed will be assessed to the property through the Washington County Clerk's office.

Sincerely,

Mike Wickham, Neighborhood Services Officer  
918-397-0047  
mdwickham@cityofbartlesville.org

**WE APPRECIATE YOUR VOLUNTARY COOPERATION  
IN MAKING BARTLESVILLE A BETTER PLACE TO LIVE**

Received Mail Verification – Code Enforcement Department 155

Received Mail: ( 6 ) Pieces were mailed on ( 08-10-2023 ) to the following:

( 6 ) X \$ .57 = \$ 3.42 Total

MITCHELL, JAY A II  
P O BOX 2495  
MANHATTAN BEACH, CA 90267-2495  
RE: WT-0823-1761, PM-ES-0823-0148

NEOPOST  
08/10/2023  
US POSTAGE \$003.42<sup>0</sup>



ZIP 74003  
041M11456242



S & D UNLIMITED, LLC  
13105 E 119TH CT N  
COLLINSVILLE, OK 74021  
RE: WT-0823-1759, WT-0823-1760, WT-0823-1763, WT-0823-1764, WT-0823-1765

BENNETT, I F LLC  
12244 EW 27 RD  
NOWATA, OK 74048  
RE: WT-0823-1768

HALE, MONTE E & JAN E  
222 SE QUAIL RIDGE LOOP  
BARTLESVILLE, OK 74006  
RE: WT-0823-1762, MV-0823-0584

EVANS, PATRICIA JO  
341 SE EDGEWOOD AVE  
BARTLESVILLE, OK 74006-0000  
RE: WT-0823-1766

STAFFORD & ASSOCIATES INC  
P.O. BOX 472  
BARTLESVILLE, OK 74005  
RE: WT-0823-1767

# EXHIBIT C



## NOTICE OF VIOLATION REQUEST FOR VOLUNTARY COMPLIANCE OFFICIAL ORDER

City of Bartlesville, Oklahoma  
Neighborhood Services Department  
401 S. Johnstone Ave., Bartlesville, OK 74003

### REQUEST FOR VOLUNTARY CORRECTION OF CODE VIOLATION

**CASE NO:** PM-ES-1123-0163 11/02/2023  
**Owner of Record:** MITCHELL, JAY A II  
P O BOX 2495  
MANHATTAN BEACH, CA 90267-2495  
**Property Location:** 415 SE FRANK PHILLIPS  
BLVD

Legal Description: LOT 1 N 1/2 LOT 2 BLK 32 ORIG BARTLESVILLE, Bartlesville, Washington County, Oklahoma

**Notice of Violation.** On 11/01/2023, the City Neighborhood Services Department conducted an inspection of the above referenced property. This inspection confirmed that one or more code violations exist on this property as identified below

**Bartlesville Municipal Code:** It is unlawful and a violation for any owner or responsible person to commit a nuisance or to permit a nuisance to occur, to erect, maintain, use, place, deposit, cause, allow, leave, or permit to remain any of the following, or to willfully neglect to perform any legal duty relating to the removal of a nuisance. A nuisance includes the following conditions:

**Code # / Violation:** IPMC Section 304.6 Exterior Walls, Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration., Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

**Corrective Action:** Repair or replace damaged or deteriorated exterior walls with approved material; weatherproof as required. Trim work around all windows and doors shall be repaired/replaced/ repainted.

**Voluntary Compliance Date:** 11/16/2023

**Code # / Violation:** IPMC Sec. 304.1 Ext. Structure General Req., The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare., The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

**Corrective Action:** Complete necessary repairs to the exterior of the structure with approved materials.

**Voluntary Compliance Date:** 11/16/2023

**Code # / Violation:** IPMC Section 304.13.1, Glazing materials shall be maintained free from cracks and holes., Glazing materials shall be maintained free from cracks and holes.

**Corrective Action:** Replace damaged or deteriorated window glazing with approved materials.

**Voluntary Compliance Date:** 11/16/2023

**Code # / Violation:** IPMC Section 304.2 Protective Treatment., Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant

woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement., Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

**Corrective Action:** Prep and paint or cover all non-compliant exterior surfaces with an approved product.

**Voluntary Compliance Date:** 11/16/2023

**Code # / Violation:** IPMC Section 304.13, Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight., Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

**Corrective Action:** Repair or replace damaged or deteriorated/ broken/ boarded up windows, skylights, and/or door frames with approved materials. Deteriorated trim work around all glass needs to be repaired/replaced and painted.

**Voluntary Compliance Date:** 11/16/2023

**Voluntary Correction Requested.** As a responsible person, ***the City requests your voluntary cooperation in correcting this violation or violations by the voluntary compliance date identified above.*** You are encouraged to contact the undersigned code officer (email and phone number shown at the end of this letter) to discuss this violation or violations and convey your plans to correct them.

**Official Order.** A re-inspection will be conducted on or after the above-identified voluntary compliance date to determine if the above-identified violation or violations have been voluntarily corrected. If any one or more violations have not been fully corrected or completed, the City has the authority under Oklahoma Law to take further action to achieve compliance and/or abatement of the violations. **Therefore, if you have not voluntarily corrected or completed the correction or abatement of the violations identified herein by the voluntary compliance date identified above,** you are hereby ordered to appear at the hearing date set forth below to show cause why said violations could not be fully corrected or completed. Any further action by the City to achieve compliance and/or abatement of the violations will be discussed and determined at an official hearing. Your input at this hearing is very important.

**Hearing and Hearing Date.** Said hearing will be held on 11/16/2023 at 2:00 p.m. at City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma in the First Floor Conference Room. The purpose of this hearing is to determine whether any identified violations constitute a public nuisance. A public nuisance includes property conditions which:

- 1) are detrimental to the health, safety, benefit, or welfare of the inhabitants, occupants, general public and/or the community, or
- 2) creates a hazard to traffic or creates a fire hazard to the danger of the property or to other property, or
- 3) causes increased municipal regulatory costs and/or increased municipal police and fire protection costs, or
- 4) devalues abutting and nearby real properties, or
- 5) contributes to the physical, visual, or economic deterioration of the neighborhood.

At this hearing, you will be given an opportunity to discuss this matter with the Hearing Officer and show cause why the same should not be declared a public nuisance. ***If you do not appear at this hearing***, the Hearing Officer may direct the City of Bartlesville to abate the violation(s) and/or may also order a citation requiring your appearance in Municipal Court. A citation may result in a fine in an amount of up to five hundred dollars (\$500) per violation per day. Additionally, if the violation or violations are eliminated by the City, you will be responsible for any expenses incurred by the City in connection thereto.

**Right of Appeal.** You have the right to appeal any order or decision of the Hearing Officer by filing written notice of appeal with the Bartlesville City Clerk within ten (10) days after the administrative order is rendered. The appeal fee is \$100.00.

**Summary Abatement.** You are further notified that any future violations on the property involving the accumulation of debris, trash, or waste, or excessive weed or grass growth, or the boarding and/or securing of a structure occurring within six (6) months from and after the date of this notice may be summarily abated by the City of Bartlesville, and that the costs of such abatement shall be assessed against the owner and that a lien may be imposed on the property to secure such payment, all without further prior notice.

Sincerely,

Mike Wickham, Neighborhood Services Officer  
918-397-0047  
mdwickham@cityofbartlesville.org

**WE APPRECIATE YOUR VOLUNTARY COOPERATION  
IN MAKING BARTLESVILLE A BETTER PLACE TO LIVE**

Received Mail Verification – Code Enforcement Department 155

Received Mail: ( 18 ) Pieces were mailed on ( 11-02 -2023) to the following:

( 18 ) X \$ .57 = \$ 10.26 Total

WITTE, KIMBERLY R  
1861 ARMSTRONG  
BARTLESVILLE OK 74003-0000  
RE: MV-11-23-0641, PM-IS-1123-0116, WT-1123-2145, PM-ES-1123-0162

PETERSON, DONA JEAN L/E  
BRONCO ORPHANAGE REV TRUST  
DONA PETERSON REED TRUSTEE  
399525 E US HWY 60  
BARTLESVILLE OK 74006-0000  
RE: WT-11023-2140, PM-IS-1023-0115



LAYTON, KENDEL: MARK LAYTON  
49521 E COUNTY RD 1610  
STRATFORD OK 74872-0000  
RE: MV-1123-0640, DS-1123-0235, WT-1123-2142

WRIGHT, CHARLES P GLADYS O  
245 NW CHEYENNE AVE  
BARTLESVILLE, OK 74003-0000  
RE: WT-1123-2144

LIGHTHOUSE OUTREACH CENTER  
PO BOX 124  
BARTLESVILLE, OK 74005-0000  
RE: DS-1123-0236

SUPCO INC  
101 N JOHNSTONE AVE  
BARTLESVILLE, OK 74003  
RE: WT-1123-2146

AMERISTATE BANK  
113 S PENNSYLVANIA STREET  
ATOKA, OK 74525  
RE: WT-1123-2146

OKLAHOMA NATIONAL BANK AND TRUST COMPANY  
8908 SOUTH YALE, SUITE 100  
TULSA, OK 74137-3501  
RE: WT-1123-2146

CROWE & DUNLEVY  
500 KENNEDY BUILDING  
321 SOUTH BOSTON AVENUE  
TULSA, Ok 74103-3313  
RE: WT-1123-2146



JACKSON, MATTHEW B. PETER M JACKSON  
4207 SE FLEETWOOD DR  
BARTLESVILLE, OK 74006  
RE: DS-1123-0234

JACOB CAP  
3930 GLADE RD, STE 108 #327  
COLLEYVILLE, TX 76034  
RE: DS-1123-0234

LEGACY HOME PROPERTIES, INC.,  
349 CR 2686  
BARTLESVILLE, OK 74003  
RE: DS-1123-0234

LEGACY HOME PROPERTIES, INC.,  
401 S. DEWEY, SUITE 214  
BARTLESVILLE, OK 74003  
RE: DS-1123-0234

GROUND FLOOR REAL ESTATE 1, LLC,  
600 PEACHTREE STREET NE, SUITE 810  
ATLANTA, GA 30308  
RE: DS-1123-0234

RCB BANK  
4224 SE ADAMS RD  
BARTLESVILLE, OK 74006  
RE: DS-1123-0234



PAYNE ADRIANNA ELIZABETH  
904 SE SHAWNEE AVE  
BARTLESVILLE, OK 74003-0000  
RE: WT-1123-2141

TRIANGLE CONSTRUCTION & UTILITY LLC  
4917 SE HARVARD DRIVE  
BARTLESVILLE, OK 74006  
RE: WT-1123-2143

✓ MITCHELL, JAY A II  
P O BOX 2495  
MANHATTAN BEACH, CA 90267-2495  
RE: PM-ES-1123-0163



**EXHIBIT D**



**CITY OF BARTLESVILLE, OKLAHOMA  
PROPERTY MAINTENANCE HEARING  
ORDER OF CONTINUANCE – FAILURE TO APPEAR**

CASE NUMBER: PM-ES-1123-0163 NSO: Wickham

PROPERTY OWNER: Jay Mitchell

PROPERTY ADDRESS: 415 S. Frank Phillips Blvd

LEGAL DESCRIPTION: \_\_\_\_\_

ORIGINAL HEARING DATE AND TIME: 11-16-2023

PREVIOUS CONTINUANCES, DATES AND TIMES:

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

WHEREAS, a hearing on the above referenced case was scheduled and held according to law on this 16<sup>th</sup> day of November, 2023 at 2:00 a.m./p.m.; and

WHEREAS, the above referenced owner or a representative of said owner failed to appear at said hearing;

WHEREAS, information and evidence presented by the above referenced NSO confirmed that some progress has been made to voluntarily abate the violations identified in the above referenced case; and

WHEREAS, Hearing Officer finds good cause exists to continue this hearing to a future date in order to allow additional time and opportunity for the voluntary abatement of the referenced case.

**NOW, THEREFORE:**

The Hearing Officer orders this hearing be continued to the 13<sup>th</sup> day of December, 20 23 at 2:00 a.m./p.m. in the 1<sup>st</sup> floor conference room at City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma.

The Hearing Officer orders that the following action shall be completed on this property by the property owner by the above identified hearing date to voluntarily abate the violations identified in this case. Owner is hereby advised that failing to complete said action before this date may result in legal action by the City of Bartlesville.

owner participated in a phone call hearing

Owner is hereby advised that failing to complete the above identified action by this date may result in legal actions and penalties by the City, including appearance in Municipal Court.

By posting of this order on the above referenced property, the property owner and/or his representative is hereby ordered to appear at this hearing. No further notice is required.

Signed this 16<sup>th</sup> day of November, 2023, as follows:

Hearing Officer

Gray Skell

**EXHIBIT E: Photos of 415 SE Frank Phillips Blvd**

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# 415 SE FRANK PHILLIPS BLVD

## 12/13/2023

### Code Violation(s):

Including:

IPMC 304.6,  
IPMC 304.1,  
IPMC 304.1.1,  
IPMC 304.2,  
IPMC 304.13,  
IPMC 304.13.1



### Corrective Action(s):

Including:

- Remove old adhesive/coating from brick
- Repair / replace damaged / deteriorated exterior, walls w/ approved material;
- Weatherproof as required;
- Trim work around all windows & doors shall be repaired / replaced / repainted;
- Complete necessary repairs to exterior of structure w/ approved materials;
- Prep & paint / cover all non-compliant exterior surfaces w/ approved product;
- Repair / replace damaged or deteriorated / broken / boarded up windows w/ approved materials;
- Deteriorated trim work around all glass needs repaired / replaced / painted;
- Replace damaged or deteriorated window glazing w/ approved materials.

# 415 SE FRANK PHILLIPS BLVD 12/13/2023

Code Violation(s):

Including:

IPMC 304.6,  
IPMC 304.1,  
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Including:

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IPMC 304.1.1,  
IPMC 304.2,  
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Corrective Action(s):

Including:

- Weatherproof as required;
- Trim work around all windows & doors shall be repaired / replaced / repainted;
- Repair / replace damaged or deteriorated / broken / boarded up windows w/ approved materials;
- Deteriorated trim work around all glass needs repaired / replaced / painted;
- Replace damaged or deteriorated window glazing w/ approved materials.

# 415 SE FRANK PHILLIPS BLVD

## 12/13/2023

### Code Violation(s):

Including:

IPMC 304.6,  
IPMC 304.1,  
IPMC 304.1.1,  
IPMC 304.2,  
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Including:

- Remove old adhesive/coating from wall
- Repair / replace damaged / deteriorated exterior, walls w/ approved material;
- Weatherproof as required;
- Trim work around all windows & doors shall be repaired / replaced / repainted;
- Complete necessary repairs to exterior of structure w/ approved materials;
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**Exhibit F: List of International Property Maintenance Code (IPMC) Violations and Corrective Action Required**

IPMC Section	Subject/Title/Heading	Code Language	Corrective Action
IPMC Section 304.6	Exterior Walls	<u>Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.</u>	Remove old adhesive, coating from brick, wall; Repair or replace damaged or deteriorated exterior walls with approved material; weatherproof as required. Trim work around all windows and doors shall be repaired/replaced/repainted.
IPMC Section 304.1  IMPC Section 304.1.1	Exterior Structure General Requirements	<u>The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. * * * 304.1.1 Unsafe conditions.</u> The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the <i>International Building Code</i> or the <i>International Existing Building Code</i> as required for existing buildings: * * * 4. Siding and masonry joints <u>including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight . . .</u>	Remove old adhesive, coating from brick, wall; Complete necessary repairs to the exterior of the structure with approved materials.
IPMC Section 304.2	Protective Treatment	<u>Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.</u> Siding and masonry joints, as well as those between <u>the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight.</u> Metal surfaces subject to <u>rust or corrosion shall be coated to inhibit future rust and corrosion.</u> Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.	Prep and paint or cover all non-compliant exterior surfaces with an approved product.
IPMC Section 304.13	Window, skylight and door frames	<u>Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.</u>	Repair or replace damaged or deteriorated / broken / boarded up windows, skylights, and/or door frames with approved materials. Deteriorated trim work around all glass needs to be repaired/replaced and painted.
IPMC Section 304.13.1	Window Glazing	<u>Glazing materials shall be maintained free from cracks and holes.</u>	Replace damaged or deteriorated window glazing with approved materials.



# ORDER OF CITATION

# EXHIBIT G

## Public Nuisance Administrative Hearing

City of Bartlesville, Oklahoma Neighborhood Services Department  
401 S. Johnstone Ave., Bartlesville, OK 74003  
918-338-4230

**CASE NO:** PM-ES-1123-0163

**Owner of Record:** MITCHELL, JAY A II  
P O BOX 2495  
MANHATTAN BEACH, CA 90267-2495

**Property Location:** 415 SE FRANK PHILLIPS  
BLVD

**Legal Description:** LOT 1 N 1/2 LOT 2 BLK 32 ORIG BARTLESVILLE, Bartlesville, Washington County, Oklahoma

**Hearing Date:** 12/13/2023

A Public Nuisance Administrative Hearing was held in accordance with Oklahoma State Statutes Title 11, Section 22, on 12/13/2023 concerning the existence of a public nuisance on the property as identified above.

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

As a result of this hearing, the Hearing Officer declared the condition of the property to be a public nuisance in accordance with the Bartlesville Municipal Code and determined that the property would be benefited by the removal of such condition(s), to-wit:

<b>International Property Maintenance Code (IPMC) Section 304.6 Exterior Walls</b>	Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
<b>IPMC Sec. 304.1 Exterior Structure General Requirements</b>	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. * * * 304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the <i>International Building Code</i> or the <i>International Existing Building Code</i> as required for existing buildings: * * * 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight ....
<b>IPMC Section 304.2 Protective Treatment</b>	Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
<b>IPMC Section 304.13 Window, skylight and door frames</b>	Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

**THEREFORE, IT IS HEREBY ORDERED** that the owner(s) and responsible person(s) shall take corrective action to abate the public nuisance existing upon the property. **Citations shall be issued by the City on or after 04/26/2024 if an inspection of the property confirms that the nuisance still exists on the property. Furthermore, each day the violation(s) continue(s) is considered a separate offense and may result in additional citation(s).**

An appeal of this order may be made to the City Council of the City of Bartlesville by the property owner filing written notice with the Bartlesville City Clerk within ten (10) days from the date of this Order, **01/09/2024**. The fee to appeal is \$100.00.

Ordered this 12/27/2023.



Hearing Officer Signature

Received Mail Verification - Code Enforcement Dept. #155

Received Mail: (2) Pieces were mailed on (12/28/2023) to the following:  
(2) X \$ .1.95 = \$ 3.90 TOTAL

MITCHELL, JAY A II  
P O BOX 2495  
MANHATTAN BEACH, CA 90267-2495  
RE: PM-ES-1123-0163 (Order of citation)



MURPHY, BRETT M  
1631 S BOSTON AVE  
TULSA, OK 74119  
RE: ZON-1223-0918



*[Handwritten signature]*

Request for Appeal

I hereby Request an appeal  
to the order made 12/27/23

Regarding case number Pm-ES-1123-0163

I am paying \$100<sup>00</sup> Cash today

1/9/24 for it

Jay Mitchell

Rep. Ronald Cummings

Ronald Cummings

City Council Feb 5, 2024 5:30 pm

jamts@mac.com  
Jay Mitchell

\$100 cash  
received 1-9-24  
[Signature]



# INVOICE (INV-00016070) FOR CITY OF BARTLESVILLE

**BILLING CONTACT**

MITCHELL, JAY A II  
P O BOX 2495  
MANHATTAN BEACH, CA 902672495



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00016070	01/10/2024	02/09/2024	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
CCA-000006-2024	Code Case Appeal Fee	\$100.00
415 Se Frank Phillips Blvd 00415 Se Frank Phillips Blvd Bartlesville, OK 74003		<b>SUB TOTAL</b> \$100.00

REMITTANCE INFORMATION
City of Bartlesville Accounts Receivable 401 S. Johnstone Avenue Bartlesville, OK 74003 <a href="http://www.cityofbartlesville.org">www.cityofbartlesville.org</a>

**TOTAL** **\$100.00**



City of Bartlesville  
City Hall  
401 S Johnstone Ave  
Bartlesville, OK 74003  
(918) 338-4224  
www.cityofbartlesville.org

01/10/2024 10:24AM Allexia E  
011636-0002

**INVOICE**

JAY A II, MITCHELL,  
CCA-000006-2024  
2024 Item: INV-00016070

When a case is  
appealed a fee is  
charged \$100.00

Payment Id: 117195

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\$100.00

**Subtotal** \$100.00  
**Total** \$100.00

CASH \$100.00

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**Change due** \$0.00

Paid by: JAY A II, MITCHELL,



Thank you!

CUSTOMER COPY