



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

**REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL  
Tuesday, January 2, 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 Father John O'Neill, Pastor, St. John Catholic Church.**
- 4. Citizens to be heard.**
- 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 and Nic Allgood, 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
- 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

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.**
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 to \$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.**

- 10. Discuss and approve language related to proposed Charter changes. Presented by Mike Bailey, City Manager.**
- 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.**
- 12. Return to open meeting.**
- 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.**
- 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, December 28, 2023.**

*Jason Muninger*

**Jason Muninger, City Clerk/CFO**

*/s/ Elaine Banes*

**by Elaine Banes, Deputy City Clerk**

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

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

**Sparklight: Channel 56**

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

**REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL  
Monday, December 4, 2023**



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

**Immediately Following the  
Bartlesville Education Authority  
Special Meeting beginning  
at 5:30 p.m.**

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

## **MINUTES**

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

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

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Terry Lauritsen, Director of Water Utilities; Laura Sanders, Director of Human Resources; Keith Henry, Director of Public Works; Kelli Williams, Chief Communications Officer; Matt McCollough, IT Director; Larry Curtis, Director of Community Development; Captain Jay Hastings, Security; and Elaine Banes, Executive Assistant.

**1. The business meeting of the Bartlesville City Council was called to order by Mayor Copeland at 5:37 p.m. immediately following the Bartlesville Education Authority Special Meeting.**

**2. Roll call was conducted and a quorum established.**

**3. Citizens to be heard.**

There were no citizens to be heard.

**4. City Council Announcements and Proclamations.**

There were no announcements or proclamations.

**5. Authorities, Boards, Commissions and Committee Openings**

- One opening on the Ambulance Commission
- 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.

**6. Consent Docket**

**a. Approval of Minutes**

- i. The Regular Meeting Minutes of November 20, 2023.

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

- i. Appointment of Ms. Stacy Lewallen to a three-year term and Ms. Julie Pranger to fill an unexpired term on the Bartlesville Library Board at the recommendation of Mayor Copeland.
- ii. Appointment of Mr. Dave Guard to a three year term on the Bartlesville Library Trust Authority at the recommendation of Councilmember Roszel.

**c. Approval of Agreements, Contracts, Engagement Letters, Memorandums of Understanding**

- i. A Memorandum of Understanding between the City of Bartlesville and the Bartlesville professional Fire Fighters, Local 200 updating Article 25, Section 2 of the International Association of Fire Fighters (IAFF) Collective Bargaining Agreement.
- ii. Agreement between Lighthouse Outreach Center and the City of Bartlesville, for the voluntary demolition of dilapidated structures on property addressed as 105 SW Bucy Ave.
- iii. Amended Development Agreement between Arcadian Housing, LLC/LW Development, LLC and the City of Bartlesville relating to the development of the Arcadian Housing Project located in Oak Wood Addition, Bartlesville, Washington County.
- iv. A lease for a three-station folder inserter IMI Mail System and bill-print software between Quadient (OME CORP) Leasing USA, Inc. and the City of Bartlesville, Oklahoma for a monthly lease amount of \$2,851.68.

**d. Approval of Resolutions**

- i. Directing filing and notification of the publication of the 2023 printed Supplement No. 29 to the Bartlesville Municipal Code.
- ii. City of Bartlesville Social Media Terms of Use and Comment Policy Resolution.
- iii. Amending the budget of the City of Bartlesville for fiscal year 2023-24 appropriating funds from the Lyon Foundation to the CIP Sales Tax Fund.

**e. Receipt of Annual Report**

- i. The 2022-2023 Annual Report for the Chickasaw Wastewater Treatment Plant.

**f. Bartlesville NEXT Report**

- i. Bartlesville NEXT Progress Report – December 2023

**g. Receipt of Financials**

- i. Interim Financials for four months ending October 31, 2023.

Mayor Copeland read the consent docket in its entirety. Ms. Roane pulled Item 6.c.iii. and Vice Mayor Curd pulled Item 6.a.i. for further discussion.

Vice Mayor Curd moved to approve the consent docket as presented except for Items 6.a.i. and 6.c.iii, seconded by Ms. Roane.

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

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

- i. The Regular Meeting Minutes of November 20, 2023.

Vice Mayor Curd requested that the November 20, 2023 minutes reflect his comments in regards to Item 15. discussion on City Charter Article 4 relative to a timeline to gather recall signatures and the timeline for the City Clerk to verify said signatures. He added that he would like the minutes to include that he feels six months to collect recall signatures is too high and that 90 days would be reasonable. In regards to the signature verification timeline, he feels that 10 days for the City Clerk to verify signatures is not long enough and that up to 30 days would be adequate.

## **6.c. Approval of Agreements, Contracts, Engagement Letters, Memorandums of Understanding**

- i. Amended Development Agreement between Arcadian Housing, LLC/LW Development, LLC and the City of Bartlesville relating to the development of the Arcadian Housing Project located in Oak Wood Addition, Bartlesville, Washington County.

Ms. Roane inquired as to the difference between this agreement and a previously approved agreement. Mr. Curtis stated that this action is to align the Agreement and the Ordinance that will be presented in Item 10 on this agenda.

Vice Mayor Curd moved to approve Item 6.a.i. with amendment to his comments in Item 15. regarding Article 4 of the City Charter in the November 20, 2023 Minutes, and Item 6.c.iii. as presented, seconded by Ms. Roane.

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

\*Item 8 and 9 was presented prior to Item 7 due to the late arrival of Mr. Winkler.

## **7. Presentation and discussion of FY 2022 City of Bartlesville Financial Audit Report. Presented by Jake Winkler, Arledge and Associates, P.C.**

Mr. Winkler apologized for being late and thanked the Council for their relationship with Arledge and Associates, P.C. He reported that the audit opinion is clean; there is a change in accounting principal relating to the implementation of GASB #87 Leases; that on the third page of the opinion there are bullet points outlining Arledge commitments; there is one finding in relation to the late filing with the State, which is a recurring finding; and there are no other finding which mean there are no internal control issues. He continued to report on the single audit report; the yellow book report; on uniform guidance which is the audit performed over federal money that was spent over the audit period; all with no findings. He added that a major program audited was ARPA funding. Compliance requirements around reporting are complex and the fact that there are no findings in this area is very good. He commended Mr. Muninger and his accounting staff on the successful report on the ARPA funding audit. He also pointed out the post audit communication letter, with no issues; an accounting pronouncement coming up regarding GASB #96; and how Crawford will help with the

implementation of GASB #96. He referred Council to Note 1, Note 9, Note 10 and Note 11 of the financial statements as areas that are beneficial in which to become familiar. He concluded that Arledge is aware of the accounting firm of Crawford that the City uses for assistance as well.

A brief discussion was held on GASB issues.

**8. Discuss and take possible action to adopt an Ordinance amending Chapter 8 of the Bartlesville Municipal Code pertaining to Garbage and Trash. Presented by Keith Henry, Director of Public Works.**

Mr. Henry reported that when automated residential collection was implemented in 2013, the ordinance was not amended regarding can service. Additionally, other amendments have been made to clarify and address additional operational issues, i.e. cart maintenance, cart placements, ownership of the cart. The amendments are to clarify and assist staff to enforce within the City.

The Mayor commented that the polycart system is working very well. Ms. Roane stated her appreciation of the work Mr. Henry did to clean up the ordinance.

Vice Mayor Curd moved to adopt the Ordinance amending Chapter 8 pertaining to Garbage and Trash as presented, seconded by Ms. Roane.

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

**9. Discuss and take possible action to adopt an ordinance for the establishment of Keep Bartlesville Beautiful (KBB) as a city government committee and allocation of the necessary budget and resources for the effective functioning of KBB. Presented by Larry R. Curtis, Director of Community Development.**

Mr. Curtis reported that this initiative was included as part of the Council approved Strategic Plan. The KBB committee objective is to lead and coordinate beautification efforts in Bartlesville, focusing on main corridors, parks, and neighborhood revitalization. The committee will consist of seven members appointed by City Council representing various City departments, community organizations, local businesses, and residents from within the City limits. The key focus areas are Community Engagement, Partnerships, Project Identification and Implementation, Funding and Resources, Affiliation, and Continuous Evaluation. It is basically helping coordinate all the efforts of the various committees throughout the community. The committee will be seeking a \$20,000 in the 2024-2025 budget from the City Council and additional funds through grants and donations.

Discussion covered coordination of the various community entities; other potential efforts, such as clean up on roads, Pathfinder, etc.; the affiliation with the Keep Oklahoma Beautiful organization which requires one clean-up to be held each year; how grant opportunities from the National and State organization will be provided, how efforts like this is beneficial for a variety of reasons; how this organization creates comradery in community volunteers; how all

community efforts will be brought together to be more effective; and how this initiative is a good step forward.

Ms. Roane moved to adopt the Ordinance establishing Keep Bartlesville Beautiful Committee as presented, seconded by Vice Mayor Curd.

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

**10. Discuss and take possible action to adopt a Corrective Zoning Ordinance to replace Ordinance 3567 for the Arcadian Housing Development Project. Presented by Larry R. Curtis, Director of Community Development.**

Mr. Curtis reported that this action is a correction to Ordinance 3567. The application omitted one lot owned by the developer, Lot 1, Block 2, and included two lots not owned by the developer, Lots 9 and 10, Block 2. The Site Development Plan application did include Lot 1, Block 2, therefore it is part of the overall project as approved on March 6, 2023. Ordinance 3567 also had a typographical error in the zoning district that reads C-5 instead of RS-7. The proposed Corrective Zoning Ordinance will correct the errors.

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

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

**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.**

City Attorney Kane provided the laws covering Executive Sessions, and the Mayor reported that the Executive Session will be conducted in the 1<sup>st</sup> floor conference room, followed by a return to Council Chambers and the open meeting.

Vice Mayor Curd moved to enter into Executive Session at 6:15 p.m., seconded by Ms. Roane.

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

**12. City Council returned to open meeting at 6:48 p.m.**



**13. Discuss and take possible action to authorize the law firm of McAfee & Taft and Fulmer Sill to execute pertinent documents necessary in the litigation set out in Item 11 of this agenda. Presented by Jess Kane, City Attorney.**

Mr. Kane reported that due to the lack of information regarding the litigation, he recommends Council to engage McAfee & Taft law firm to file the pertinent documents for the City of Bartlesville to opt out of the settlement that has been reached in the South Carolina cases. This is also McAfee's recommendation that the City of Bartlesville opts out of the lawsuit. The law firm would also work with the City's Water Department to conduct further testing and report back to the Council with their recommendations for any further action.

Ms. Roane moved to engage McAfee & Taft Law Firm to file the appropriate paperwork to opt out of the settlements reached in litigation referenced on this agenda and for McAfee & Taft law firm to work with the Director of Water Utilities to conduct appropriate testing and report back to the Bartlesville City Council on options for further legal action, seconded by Vice Mayor Curd.

Vice Mayor Curd appreciated Mr. Kane's guidance on how to proceed with this type of litigation. Mayor Copeland agreed and felt that McAfee & Taft is a good law firm.

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

**14. New Business.**

There was no new business.

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

Mr. Bailey reported that the Fire Fighter of the Year Banquet was held recently with Bo Formby receiving firefighter of the year, and Ace Ullrich receiving Rookie Fire Fighter of the Year. Congratulations to them was extended, as well as appreciation for what they do for our community.

The free yard debris pickup is happening this week. Citizens may place as many bags and bundles of yard debris on the curb on the day of their regular trash pickup. Another sanitation truck will return to remove the bags and bundles. He reminded citizens to keep bundled limbs to four feet in length or less, no heavier than 50 lbs. each.

Holidays are approaching and City Services will be closed on December 25 and January 1 with no trash collection on those days. Those Monday trash routes will be serviced on Wednesday of those weeks, December 27 and January 3.

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

Ms. Roane reminded citizens that story time with Santa at the Bartlesville Area History Museum on December 21 from noon to 2 p.m. She also encouraged families to attend the fun events happening locally during the school holiday break.

Vice Mayor Curd commended the Oklahoma Department of Transportation (ODOT) projects noting that the addition of sidewalks along highway 75 is a wonderful project. He added that the ODOT project of rehabilitation and lifting of the overpass at Hwy. 75 and Adams Blvd. is also progressing well.

Mayor Copeland encouraged everyone to be safe over the holidays.

**17. There being no further business to address, Mayor Copeland adjourned the meeting at 6:57 p.m.**

---

Dale W. Copeland, Mayor

---

Jason Muninger, CFO/City Clerk



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

December 28, 2023

Prepared by Mike Bailey, City Manager  
and Trustor of the Bartlesville Film Authority

---

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

Discuss and take possible action to ratify the Bartlesville Film Authority (BFA) Trustees Tracy Roles, City Manager's Designee, George Halkiades, Bartlesville Redevelopment Trust Authority Trustee, Jared Patton, Bartlesville Development Authority Trustee, and Donna Keffer, Visit Bartlesville Trustee.

**II. STAFF COMMENTS AND ANALYSIS**

On the 16<sup>th</sup> day of October 2023, the Bartlesville City Council approved the Bartlesville Film Authority Declaration of Trust. At that same meeting, Vice Mayor Curd was appointed to serve as the City Council Trustee. Since that time, the BRTA, the BDA and Visit Bartlesville Boards have recommended the above trustees to represent them on the BFA. In addition, I am recommending Tracy Roles to be my designee Trustee. All Trustees come with a great deal of knowledge and dedication to community. I highly recommend the ratification of their appointment.

**III. RECOMMENDED ACTION**

Please place these recommended ratifications on the January 2, 2024 City Council meeting.



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

Discuss and take action to reappoint Fletcher Daniels to an additional three-year term on the Sewer System Improvements Oversight Committee (SSIOC).

**II. STAFF COMMENTS AND ANALYSIS**

Mr. Daniels term on the SSIOC expired in August 2023. He is eligible for another term and has agreed to serve again.

**III. RECOMMENDED ACTION**

Staff and Councilman Dorsey recommend the reappointment of Mr. Daniels for a second 3-year term at the next available City Council meeting.



**Agenda Item** 7.b.iii.  
Date: *January 2, 2024*  
Prepared by: Shellie McGill  
Library

---

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

City Council consideration for the reappointment of Mary Dill and Dee Ann Willman to the Bartlesville Area History Museum Trust Authority to additional three year terms.

**II. STAFF COMMENTS AND ANALYSIS**

Ms. Dill and Ms. Willman have been productive members of the Museum Trust Authority Board, and have expressed a desire to continue in their roles.

**IV. RECOMMENDED ACTION**

I recommend the reappointment of Mary Dill and Dee Ann Willman to the board.

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

Lease T-hangar unit 109 to David Day for aircraft storage at the Bartlesville Municipal Airport.

Attachments:

David Day- T-Hangar 109 Lease agreement.

**II. STAFF COMMENTS AND ANALYSIS**

Lease rate \$203 monthly

**III. BUDGET IMPACT**

NA

**IV. RECOMMENDED ACTION**

Staff recommends entering into a lease with David Day for aircraft storage in T-Hangar 109.

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

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

**RECITALS:**

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

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

**WITNESSETH:**

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

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

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

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

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

3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 1st day of January, 2024, and ending on the 31st day of January, 2024, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

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

City of Bartlesville  
401 S Johnstone  
Bartlesville, OK 74003

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lessee: David Day  
1289 State Hwy 99  
Sedan, KS 67361

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

**(SIGNATURES ON FOLLOWING PAGE)**

**LESSOR:**

CITY OF BARTLESVILLE

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


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

ATTEST:

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

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

**LESSEE:**

By:  \_\_\_\_\_  
Print Name: David Day  
Title: a/c owner

Date: 12-06-23

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

**T- Hangar #109 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.**

## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service contract with Native Strategies, LLC for the Madison Boulevard Reconstruction project design.

Attachments:

Native Strategies, LLC design contract  
November 20, 2023 Staff report for Delaware Tribe Development Agreement  
Executed Delaware Tribe Agreement

## II. STAFF COMMENTS AND ANALYSIS

One of the priority projects included in the voter approved 2020 General Obligation (GO) Bond was to rehabilitate Madison Boulevard from Tuxedo to the water tower located north of Ohio. The budget for this project was \$225,000 and is part of the 2023 Issuance of the 2020 GO Bond that will be available in January, 2024. \$500,000 in ARPA Street Funds were included as part of the approved FY 22-23 capital budget and were carried over as part of the FY 23-24 capital budget. As part of the planning for preventative maintenance street projects, the Street & Traffic Committee voted to use the ARPA street funds to supplement the Madison Boulevard project to be able to extend the project further north and/or facilitate a more extensive reconstruction of the roadway. The Delaware Tribe is in the middle of planning for future expansion on their property located at the northwest corner of Tuxedo and Madison. As part of that expansion, there are platting and PUD site plan requirements. One of the requirements of the final plat and proposed improvements is that the Delaware Tribe must improve the west side of Madison Boulevard along their property. They have already hired a consultant to design the improvements for the west half of Madison Boulevard. Since the City of Bartlesville already has funding approved and available to improve Madison Boulevard, rather than having the Delaware Tribe construct their half and the City coming in later to improve the east half, Council approved a development agreement with the Delaware Tribe to fund their half of the project in advance of platting their property, and incorporating that into a larger City-run project to reconstruct the entire roadway at the same time. As part of the agreement, the Delaware Tribe has agreed to provide up to \$900,000 to the City for improvement of the west half of Madison Boulevard from Tuxedo to the City-owned water tower property. The project must be let for bidding in the first quarter of 2024 and must be completed by December 31, 2026.

Staff reached out to the Native Strategies, LLC, the engineering firm who had already completed design on the west half of the roadway, to reach an agreement for design of the east half as well and to incorporate the entire design into one set of bid documents. This made sense to avoid coordination between two consultants and they already had much of the legwork done that would be needed to complete the rest of the design. This would also expedite the design to be able to bid in the first quarter of 2024. Staff negotiated a price of \$50,400.00 for the design services,

which also includes additional topographic and boundary survey needed to complete the design. This fee represents about 7.2% of the project cost which is under what has been typical on the past few design contracts.

### **III. BUDGET IMPACT**

The overall City budget for this project is \$725,000. While the Delaware Tribe has agreed to pay up to \$900,000, staff is planning as though the Delaware Tribe is matching the \$725,000 available in City funds for a total budget of \$1,450,000. The design contract with Native Strategies will leave \$1,399,600.00 for construction.

### **IV. RECOMMENDED ACTION**

Staff recommends approval of the professional services contract with Native Strategies, LLC for design of the Madison Reconstruction project.



December 26<sup>th</sup>, 2023

Attention: Micah Siemers  
City of Bartlesville – Engineering  
401 S. Johnstone Avenue  
Bartlesville, OK 74003  
(P) 918-338-4103

Re: Scope and Fee for Engineering Services – City of Bartlesville, Madison Boulevard Widening,  
Bartlesville, Oklahoma

Dear Mr. Siemers,

This letter will serve as our scope and fee proposal for civil engineering and surveying services for the referenced project. The scope of work will include the following:

### **Project Understanding**

Native Strategies, LLC (NS or The Consultant) has reviewed the project materials and will provide Civil Engineering design services and Surveying Services.

### **Scope of Services Breakdown**

#### **General**

---

1. Provide design support in order to meet the schedule as outlined by the Owner.
2. Active representation and attendance at coordination meetings with the Owner's representative, Architect, and other design team consultants. It is anticipated that three (3) coordination meetings will be required throughout the project duration.
3. Ensure that all code compliance for the governing agencies is met. The City of Bartlesville's standard construction details will be utilized and govern unless otherwise specified in the construction documents.
4. A Topographic Survey is included in this scope and fee proposal. The Topographic Survey is to be provided by NS to the client.
5. A certified Title Commitment is not included in this scope and fee proposal.
6. A certified ALTA Survey is NOT included in this scope and fee proposal.
7. Geotechnical services are NOT included in the scope and fee proposal.

#### **Design Phase (Construction Documents)**

---

1. NS will prepare and submit Civil Design Construction Plans and corresponding application(s) for the Proposed Project in accordance with the governing agencies adopted ordinances and zoning regulations. A set of Construction Documents will be submitted to the governing agency for plan review and approval, list of sheets will include the following:
  - a. Cover Sheet(s)
  - b. Overall Plan(s)
  - c. Site Drainage Plan(s)
  - d. Site Grading Plan(s)
  - e. Paving Plan & Profile(s)
  - f. Storm Sewer Plan & Profile(s)
  - g. Erosion Control Notes and Plan
  - h. Site Specific Construction Details
  - i. Water Plan & Profile(s)

12559 S 198<sup>th</sup> East Ave. Broken Arrow, OK 74014  
(918) 640-6656  
native-strategies.com



2. The Civil Design Construction Plans will contain sufficient detail and dimensions for construction.
3. A site detail sheet will be provided for items needing additional detail and a recommended paving detail will be provided on the detail sheet. The recommended paving section will match the governing agencies existing minimum paving section or the recommended paving section from the geotechnical report.
4. NS will respond to the governing agency's plan review comments in an efficient manner and will work with their personnel in order to obtain approved Construction Documents.
5. NS will provide design documents that include all details needed for construction of the site in relation to the provided services including site geometry, grading, drainage, and stormwater.
6. The proposed improvements will have a combined disturbance area of greater than 1 acre; therefore, an ODEQ Notice of Intent may be required as a part of this project.
7. NS will prepare and submit all applications required by the City of Bartlesville.
8. The client is responsible for paying or reimbursing NATIVE STRATEGIES all application and permitting fees necessary to obtain approved construction plans from all the governing agencies.
9. Environmental services are not included in the scope and fee proposal.
10. Cost estimates will be provided at each milestone submittal.
11. NS will provide the client with the existing right-of-way information along Madison Boulevard.
12. NS will provide the client with the right-of-way and easement exhibits and documents necessary for the client to acquire additional right-of-way, and temporary and permanent easements.

#### **Items to be Provided by Client**

1. Main point of contact throughout project and construction.
2. Legal Entity Name, to be used on plan sheets, applications, and reports.
3. Property/Project Name.
4. Existing Right-of-Way Information

#### **Services Not Included**

NS is willing and can provide an additional fee proposal for the services that are Not Included as a part of this scope and fee proposal at the request of the Owner.

- Title Commitment
- Bidding and Construction Administration
- Boundary Survey
- Water Supply Design
- Waste Water Treatment Design
- Sanitary Sewer Lift Station Design
- Domestic/Fire Water Storage Tanks and/or Pump Design
- Site lighting plans / photometrics
- Offsite utility plans
- Offsite street improvement plans such as road widening, excluding Madison Boulevard
- Offsite storm water improvements
- LEED permitting / certification
- Construction staking services
- Conditional-use permits or variances
- Materials testing
- Construction Inspection
- Perspectives, renderings, and models
- Environmental site assessments
- Environmental impact analysis
- Replatting
- Preparation of covenants of development agreements
- Road under crossings
- Historical or archeological studies
- Updated title policy
- Bidding or contract negotiations
- Wetlands delineation / 404 Individual permitting

12559 S 198<sup>th</sup> East Ave. Broken Arrow, OK 74014  
(918) 640-6656  
native-strategies.com





- Utility Coordination
- Right-of-Way Acquisition
- Water distribution report

NATIVE STRATEGIES is excited about this project and we appreciate very much that you have chosen to use us as your engineers on this project.

<b>Civil Engineering Design Fee</b>	<b>\$44,900.00</b>	<b>Lump Sum</b>
<b>Surveying Services Fee</b>	<b>\$5,500.00</b>	<b>Lump Sum</b>
<b>Total Fee</b>	<b>\$50,400.00</b>	<b>Lump Sum</b>

Work will be billed monthly in proportion to the work performed.

This scope and fee schedule is valid until January 31<sup>st</sup>, 2024. Should this proposal be acceptable, please sign and return one copy for our records and provide any necessary contract agreements and documents for execution, if desired.

Sincerely,

Steven Hollabaugh, PE, CFM

Accepted by:

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

Notice to Proceed Date: \_\_\_\_\_



## Standard Terms and Conditions

### I. Proposed Fee(s) for Services:

1. The proposed fee(s) for services described in the proposal includes standard U.S. Priority mail for delivery of plans or documents. Fees for Federal Express, or other overnight services that are specifically requested by the client, will be billed to the client in full.
2. The proposed fee(s) for services quoted in the proposal will expire within 2 month(s) of the date of the proposal if the attached Agreement for Services has not been signed by both Native Strategies, LLC (NS) and the Client and received by NS. After 2 month(s), if the Client still wishes to contract NS for services, NS will prepare a revised proposal with revised proposed fees. At that time, all previous proposal(s) will be considered null and void.

### II. Terms of Payment for Services:

1. NS will begin work on the project upon receipt of the Notice to Proceed (NTP).
2. NS will provide the Client with an invoice monthly and/or upon completion of the project or each phase of the project. The Client will pay each invoice in full within 30 days of the date of each invoice. After 30 days, the remaining balance will be assessed a late fee of 1.5% per month (with a \$25.00 minimum charge per month), compounded monthly from the date of the invoice. After 60 days, the remaining portion of the invoice will be turned over for collection. The Client will pay costs of collection and reasonable associated attorneys' fees. Payment of the invoice(s) shall constitute final approval of all aspects of the work performed by NS.
3. Until payment has been made in full for the total project, including all monthly invoices, final invoices, and additional invoices as described below, NS retains ownership of all preliminary, partially complete, and completed project drawings, reports, documents, and computer media. NS has the right to receive from the Client all original and copies of project drawings, reports, documents, and computer media that the Client may have been given, have in his possession, or have been provided to others.
4. Upon paying NS in full for the total project, the Client will have rights to view and make copies of all project drawings, reports, documents, and computer media that NS may have in its possession. To protect said items from theft, loss, damage, and corruption, unless otherwise noted in this proposal, NS will retain the original project drawings, reports, documents, and computer media for its archives, but will make copies and prints of said items at the Client's request and bill the Client for said copies at the rates specified below, and will allow access to view said items.
5. If, upon receipt of any particular invoice, the Client has a dispute over said invoice, the Client will contact NS in writing within 30 days of the date of the invoice and state the nature of the dispute. Upon receipt of said written statement, NS agrees to waive all late fees until 30 days after said dispute has been resolved, or when a revised invoice is issued to the Client, until 30 days after the date of said revised invoice.
6. The client is responsible for any and all filing and/or application fees to the governing county, city agencies, State of Oklahoma, Department of Environmental Quality, and any other entity requiring fees relating to this project.

### III. Termination of Contract:

The Client may terminate this contract at any time subject to the following conditions.

1. Client will provide NS a written notice of termination.
2. The Client will pay NS in full at the fees described in the attached proposal for each completed drawing and report at the time NS provides the Client said completed drawings and reports. Partially completed drawings, reports, and associated man-hours will be billed at percent complete.
3. NS will provide the Client an invoice showing all time billed for partially completed work. The Client agrees to pay NS in full upon receipt of said partially completed drawings and reports.

### IV. Warranty:

1. NS will perform the services to be provided by NS pursuant to this Agreement in accordance with generally accepted engineering and surveying principles and practices of performance by professionals of ordinary skill existing at the time of performance under similar conditions for the locality where the services are to be performed, and in accordance with this proposal, and these Standard Terms and Conditions. Statements made in NS reports and drawings are opinions based upon engineering and/or surveying judgment and are not to be construed as representations of fact. This warranty is in lieu of all other warranties, either express or implied.

12559 S 198<sup>th</sup> East Ave. Broken Arrow, OK 74014  
(918) 640-6656  
native-strategies.com

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

Development Agreement between The Delaware Tribe of Indians and the City of Bartlesville relating to funds for the improvement of the west half of Madison Boulevard north of Tuxedo Boulevard.

**Attachments:**

Development Agreement  
Exhibit A

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

The Delaware Tribe of Indians obtained conditional approval of a Planned Unit Development (PUD) Amendment and Site Development Plan from the City Planning Commission on September 22, 2022, and conditional approval of a Final Plat for The Lenape 2nd Addition from the Bartlesville City Council on September 5, 2023.

Conditions of approval require 1) the improvement of the west half of Madison Boulevard from Tuxedo Boulevard to Ohio Street prior to issuance of a building permit for the Recreation Center/Gymnasium and the recordation of the Lenape 2nd Addition Final Plat, and 2) the improvement of the west half of Madison Boulevard from Ohio Street to the City-owned water tower property prior to issuance of any building permits for development north of Ohio Street / Ohio Street alignment. **(Exhibit A)**

City staff prefers that both halves of Madison Boulevard be improved simultaneously. However, the Tribe would like to proceed with taking steps toward obtaining a building permit for development of their property, namely the Recreation Center/Gymnasium, more immediately. Therefore, the provisions of this Development Agreement aim to satisfy these conditions of approval by providing funds for the improvements in lieu of actual improvements.

The Delaware Tribe of Indians has reviewed and approved this Development Agreement.

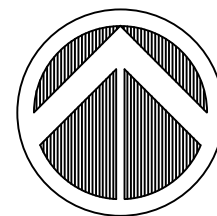
## **III. RECOMMENDED ACTION**

Staff recommends approval of the Development Agreement at the City Council Special Meeting on November 20, 2023.

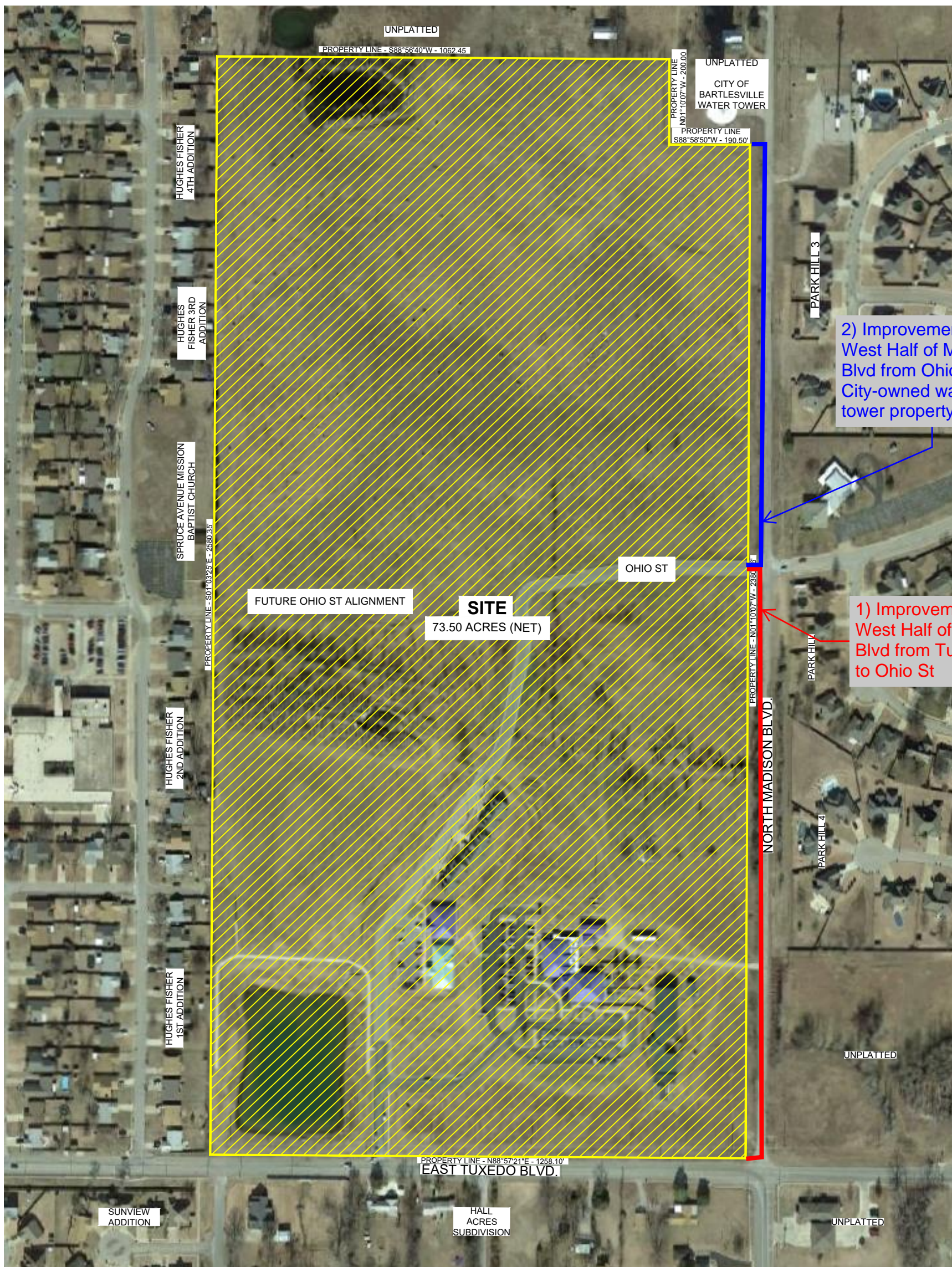
# Delaware Tribe Community Improvement

## EXHIBIT A

### AERIAL PHOTOGRAPHY & BOUNDARY DEPICTION WITH ADJACENT DEVELOPMENTS



NORTH



2) Improvement of the West Half of Madison Blvd from Ohio St to City-owned water tower property

1) Improvement of the West Half of Madison Blvd from Tuxedo Blvd to Ohio St

## DEVELOPMENT AGREEMENT

### DELAWARE TRIBE COMMUNITY IMPROVEMENT PROJECT

THIS DEVELOPMENT AGREEMENT made this 20<sup>th</sup> day of November, 2023, by and between The Delaware Tribe of Indians, a federally-recognized Indian tribe, hereinafter referred to as “the Developer”, being the record owner of approximately 78 acres more or less of property described below, and the City of Bartlesville, Oklahoma, a Municipal Corporation, 401 S. Johnstone Avenue, Bartlesville, Oklahoma 74003, hereinafter referred to as “the City”; and

**WHEREAS**, the Developer obtained conditional approval of a Planned Unit Development (PUD) Amendment and Site Development Plan from the Bartlesville City Planning Commission on September 22, 2022 (Case No. PUD-0822-0023/24), and conditional approval of a Final Plat for The Lenape 2nd Addition from the Bartlesville City Council on September 5, 2023, with respect to the development of property more particularly described as:

Lots 1 and 2, Block 1, and all of Block 2, Lenape Addition, Bartlesville, Washington County, Oklahoma according to the recorded plat thereof, AND, a part of the East Half of the Southeast Quarter of Section 4, Township 26 North, Range 13 East of the Indian Meridian, Bartlesville, Washington County, Oklahoma.

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

**WHEREAS**, the Developer plans to build various residential and non-residential improvements on the Property, including a Recreation Center/Gymnasium, and the conditional approvals of the PUD Amendment, Site Development Plan, and Final Plat require 1) the improvement of the west half of Madison Boulevard from Tuxedo Boulevard to Ohio Street prior to issuance of a building permit for the Recreation Center/Gymnasium and the recordation of the Lenape 2nd Addition Final Plat, and 2) the improvement of the west half of Madison Boulevard from Ohio Street to the City-owned water tower property prior to issuance of any building permits for development north of Ohio Street / Ohio Street alignment on the Property (the “Improvement Projects”); and,

**WHEREAS**, improvement to the west side of Madison Boulevard is required to be to the standards in the Subdivision Regulations and city code, including a pavement width that is half of the total required width for an arterial, with curb and gutter, stormwater conveyance, and sidewalk; and,

**WHEREAS**, the City desires simultaneous improvement to both halves of Madison Boulevard, but is not yet situated to begin said improvement, while the Developer is presently situated to begin.

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

Page 1

I-2023-008997 Book 1214 Pg 3378  
11/27/2023 10:41am Pg 3378-3382  
Fee: \$26.00 Doc: \$0.00  
Annette Smith - Washington County Clerk  
State of Oklahoma



1. The City's Subdivision Regulations, Ordinances, Resolutions, and other Policies of the City with respect only to the Improvement Projects are hereby incorporated by reference in this Agreement as if herein fully set forth and shall in all respects be binding upon the Developer, except as may be modified by this Agreement.
2. The Developer agrees to provide up to \$900,000.00 to the City for improvement of the west half of Madison Boulevard from Tuxedo Boulevard to the City-owned water tower property to satisfy this condition of approval in lieu of actual improvements for recordation of the Lenape 2<sup>nd</sup> Addition Final Plat, the issuance of a building permit for the Recreation Center/Gymnasium, and the issuance of building permits for development of the Property north of Ohio Street / Ohio Street alignment; provided, however, the funds for the Improvement Projects will not be paid by the Developer to the City until actual construction costs to complete the Improvement Projects have been determined through the City's bidding process and payment becomes due through the successful bid. The City further agrees for a representative for the Developer to be a part of the bidding review and consideration process.
3. Both parties agree that time is of the essence. The City agrees to put out bids no later than the first quarter of 2024, and the City acknowledges the Improvement Projects must be completed by December 31, 2026. If the actual construction costs exceed \$900,000.00, the Developer agrees to pay the excess costs up to \$50,000.00 as long as the increase in costs are not due to any fault or delay of the City.
4. The Developer agrees to complete sidewalk installation along the south side of Ohio Street to Barbara Street, and connect to the existing sidewalk on the east side of Barbara Street prior to issuance of a Certificate of Occupancy for the Recreation Center/Gymnasium.
5. The Developer agrees to dedicate required Right of Way for the west half of Madison Boulevard as determined by the City Engineer prior to issuance of a Certificate of Occupancy for the Recreation Center/Gymnasium.
6. The Developer shall be responsible to record this Agreement with the County Clerk's Office of Washington County and to furnish the City a copy of the Agreement as recorded.
7. The Developer acknowledges that in the event they breach any provision of this Agreement, the City may withhold approval of any or all building permit applications, certificates of occupancy, or other development permit or land use application.
8. The City agrees to cooperate with the Developer to provide upon request all necessary documents and records that may be needed for any government audit of the use of any funds for the Improvement Projects.
9. The parties to this Agreement acknowledge that the terms hereof are contractual and not a mere recital. Furthermore, the parties also acknowledge that this Agreement shall be filed

of record with the Washington County Clerk's Office, and that it shall run with the Property, and shall bind the parties, their successors in interest, and all assigns.

[SIGNATURE PAGE TO FOLLOW]

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

The Delaware Tribe of Indians

By:   
Brad KillsCrow, Chief

STATE OF OKLAHOMA )  
 ) ss  
County of Washington )

Before me, the undersigned, a Notary Public, in and for said County and State, on this  
22 day of November, 2023, personally appeared BRAD  
KILLSCROW, as Chief of The Delaware Tribe of Indians, the entity which executed the  
forgoing instrument, and acknowledged that he did sign said instrument as such officer on  
behalf of said Tribe, duly authorized; that said instrument was signed as his free act and  
deed individually, and the free act and deed of said Tribe.

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



My commission expires: August 15, 2026



CITY: Bartlesville

  
Dale Copeland, Mayor

November 20, 2023  
Date

ATTEST:

  
City Clerk  
(City Seal)





# Delaware Tribe Community Improvement

## EXHIBIT A

AERIAL PHOTOGRAPHY & BOUNDARY DEPICTION  
WITH ADJACENT DEVELOPMENTS



NORTH



I-2023-008997 Book 1214 Pg 3382  
11/27/2023 10:41am Pg 3378-3382  
Fee: \$26.00 Doc: \$0.00  
Annette Smith - Washington County Clerk  
State of Oklahoma

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

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.

*Attachments:*

Amendment #2 - Tetra Tech Professional Service Agreement

**II. STAFF COMMENTS AND ANALYSIS**

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

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

In September 2023, Council approved an amendment with Tetra Tech to prepare and submit the pilot study protocol, which outlines the approach, treatment units and testing that will be utilized along with the chemicals, including dosages, that will be evaluated. The City has received verbal approval from the ODEQ of the pilot study protocol and the study is scheduled to begin mid-January 2024. The study requires assistance from Tetra Tech to coordinate, determine chemicals and dosage rates, gather data and prepare reports for the scenarios that will be tested during the study.

The cost of the requested services is \$220,000.

**III. BUDGET IMPACT**

Funding for the professional services will be through the Wastewater Capital Reserve Fund, which has \$1,783,862.20 available. The proposed amendment (\$220,000) is within the available budget for the project.

**IV. RECOMMENDED ACTION**

Staff recommends approval of Amendment #2 to the professional service contract with Tetra Tech, Inc. for \$220,000.



**Tetra Tech, Inc.  
Amendment No. 2  
Professional Services Agreement for Engineering Services**

This is an amendment to the Agreement made on the 3rd day of September 2020 between **City of Bartlesville** (Client) and **Tetra Tech, Inc.** (Consultant), a Delaware corporation, made on this 20th day of December 2023.

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

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

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

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

**City of Bartlesville**  
401 South Johnstone Avenue  
Bartlesville, Oklahoma 74003

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

By \_\_\_\_\_  
*Client's Authorized Signature*

By Alexandri B Kindric  
*Consultant's Authorized Signature*

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

Leslie A. Turner, P.E., BCEE, PMP  
Operations Manager  
[leslie.turner@tetrattech.com](mailto:leslie.turner@tetrattech.com)

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Email*



**Professional Services Agreement  
Amendment No. 1**

**Attachment A – Amended Project Requirements**

**Client:** City of Bartlesville

**Project Description**

WWTP Expansion and Collection Corridor Improvements

**Amendments to Scope of Services**

**Amended Effort /  
Cost Assumed**

Consultant shall provide the bidding and construction administrative services as detailed in the Scope of Services attached hereto.

\$243,680

**Special Assumptions**

Lump Sum Fee  
Amendment No. 1  
Amendment No. 2

\$1,726,846.00  
\$70,380.00  
\$220,000.00  
**\$2,017,226.00**

**TOTAL AUTHORIZED FEE**

**Supplemental Terms and Conditions**

**CITY OF BARTLESVILLE, OKLAHOMA**  
**AMENDMENT NO. 2**  
**CHICKASAW WWTP IPR PILOT STUDY**

**SCOPE OF SERVICES**

**I. PROJECT BACKGROUND AND DESCRIPTION**

As part of the Chickasaw Wastewater treatment Plant (CWWTP) expansion, City of Bartlesville (Owner or Bartlesville) plans to implement a Indirect Potable Reuse (IPR) side stream for which the Oklahoma Department of Environmental Quality (ODEQ) required a pilot study to demonstrate compliance with certain IPR regulatory requirements contained DEQ 252:628. The pilot study protocol is described in the report titled Pilot Study Work Plan, dated October 15, 2023, and prepared by S2E/Tetra Tech for Bartlesville. This work plan was reviewed and tentatively approved by ODEQ.

Bartlesville now requested Tetra Tech/S2E to provide professional engineering services to assist in conducting the pilot study in accordance with the Pilot Study Work Plan, which is the purpose of this project.

The basic scope of work included in this amendment consists of providing professional engineering services associated with the pilot study for the IPR portion of the CWWTP as summarized below.

**II. SCOPE OF SERVICES – CHICKASAW WWTP IPR PILOT STUDY**

**Pilot Study Project Team**

The pilot study is scheduled for a 17-week period starting February 1, 2024, and ending May 30, 2024. The scope of work is based on the 17-week schedule. This schedule may be adjusted or extended based on field conditions and findings, and mutual acceptance of Bartlesville and Tetra Tech/S2E. The pilot unit is scheduled to run 24-hours except for equipment downtime. Plant operator- Veolia North America staff will be on-site during business hours of 7:00 AM – 3:00 PM Monday through Friday, 7:00 AM. to 11:00 AM on weekends, and will be available to monitor, troubleshoot and maintain the pilot module on a daily basis. Veolia will also be responsible for conducting the daily sampling. Veolia will be assisted by Bartlesville staff as needed.

Assistance for process troubleshooting and controls will be available from Bartlesville (Ted Lockin) Water Treatment Plant staff and expertise on an as needed basis and will be coordinated through the Bartlesville Director of Water Utilities.

Tetra Tech/S2E staff will be responsible for weekly monitoring, jar testing, chemical and equipment operation variable adjustments (resetting for various pilot run scenarios). They will also be reviewing data and making process change recommendations and adjustments to the pilot study protocol in response to observed findings. They will also be responsible for the weekly and monthly sample collection activities.

Laboratory testing will be conducted through a certified outside contract laboratory through the City of Bartlesville.

The scope of work for Tetra Tech/S2E is described below.

### **Task 1: Project Management**

Tetra Tech, Inc. (Consultant) shall manage the 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 team and resources, external project coordination, and quality management for project milestones and deliverables to meet the project schedule and objectives.

### **Task 2: Pilot Unit Pre-Delivery Tasks**

***Intuitech Pilot Unit Module and Enclosure.*** Bartlesville has entered into a rental agreement with Intuitech for the pilot unit/enclosure module. The pilot unit/enclosure module requires certain site preparation and utility connections which will be accomplished as follows:

- S2E will assist Bartlesville in coordinating with Intuitech, assessing and interpreting the technical and field utility connection requirements to advise Bartlesville.
- Bartlesville is responsible for preparing the site, constructing the support gravel pad and furnishing site utility connections (electricity, site piping, drain and access). Bartlesville is responsible for providing necessary crane and loading/unloading facilities and labor for the pilot module installation and demobilization.

### **Task 3: Pilot Study Equipment and Material Procurements, Outside Laboratory.**

***Phipps & Bird Jar Tester-Filter Column.*** Bartlesville has purchased a new Phipps & Bird Jar Tester-Filter Column unit which will be used for the field jar testing.

***Filter Media.*** S2E will identify and select appropriate vendor and material sources for sand, Anthracite and GAC necessary for the pilot study and advise Bartlesville for their purchase. Bartlesville is responsible for the cost and their purchase. Bartlesville will provide necessary labor and S2E will assist Bartlesville in the washing and loading of the media material into the pilot unit modules.

***Buffer Tank and Clarifier Effluent Pump.*** S2E will identify and select appropriate vendor and sources for the buffer tank and the pump and advise Bartlesville for their purchase. Bartlesville is responsible for the cost and purchase of them as well as installation and field plumbing of the system.

***Water Quality Constituent Testing.*** Water quality constituent testing will be performed at DEQ certified outside laboratory. S2E will assist Bartlesville in developing the sampling and testing protocol in accordance with the Pilot Study Work Plan. S2E will assist Bartlesville in coordinating the sample bottle preparation and delivery for the project. Bartlesville is responsible for all laboratory sampling/testing costs.

***CEC Testing.*** S2E will assist Bartlesville in the coordination of outside CEC subconsultant / laboratory for necessary and required CEC sampling and testing. Bartlesville is responsible for all

costs related to CEC subconsultant / laboratory and CEC sampling and testing. Including the labor for the CEC testing within this contract had been discussed, with Bartlesville paying the lab costs separately. However, this will be under a separate contract through the City, and the fee is reduced to \$220,000.

#### **Task 4: Field Jar Testing.**

***Chemical Vendor Jar Testing.*** S2E will coordinate with chemical vendor (Hawking Chemical or Westech) to screen potential coagulant for the pilot study. This may include the chemical vendor performing their own jar testing at the CWWTP using the clarifier effluent as the source water. The goal of this task is to find up to three metal coagulant/polymer combinations for further jar testing study. S2E will prepare a brief technical memo summarizing the findings from the jar test.

***Phipps and Bird -Filter Column Jar Testing.*** S2E will utilize the Phipps and Bird Jar tester-Filter Column assembly to further evaluate the coagulant selected from the previous tasks. Jar testing will be completed in accordance with the approved pilot study protocol.

The objective of this task is to select the most beneficial coagulant/polymer combination, most effective dosage and pH adjustment requirements for the full scale pilot study. This jar testing will be performed at the CWWTP using the clarifier effluent as the source water. S2E will prepare a brief technical memo summarizing the findings from the jar test.

#### **Task 5: Pilot Study Runs.**

This task involves the full-scale pilot unit runs scheduled for the 17-week period from February 1, 2024, to May 30, 2024.

- S2E will visit the site and provide technical guidance to Bartlesville during the pilot unit setup and training and startup provided by Intuitech.
- The pilot unit is scheduled to run 24-hours except for equipment downtime. Plant operator- Veolia North America staff will be on-site during business hours of 7:00 AM – 3:00 PM Monday through Friday, 7:00 AM. to 11:00 AM on weekends, and will be available to monitor, troubleshoot and maintain the pilot module on a daily basis. Veolia will also be responsible for conducting the daily sampling. Veolia will be assisted by Bartlesville staff as needed.
- Assistance for process troubleshooting and controls will be available from Bartlesville (Ted Lockin) Water Treatment Plant staff and expertise on an as needed basis and will be coordinated through the Bartlesville Director of Water Utilities.
- Tetra Tech/S2E staff will be responsible for weekly monitoring, chemical and equipment operation variable adjustments (resetting for various pilot run scenarios). They will also be reviewing data and making process change recommendations and adjustments to the pilot study protocol in response to observed findings. They will also be responsible for the weekly and monthly sample collection activities

***Daily Sampling and Monitoring.*** S2E will prepare the necessary daily field log form and worksheet for use. Veolia will be responsible for daily monitoring for pH, flow, and turbidity 2/day and logging them for record.



**Weekly Sampling and Monitoring:** S2E will be responsible for weekly sampling as required in the Pilot Study work plan. S2E will be responsible for coordinating with the outside laboratory for weekly samples testing (laboratory cost paid by Bartlesville as discussed earlier).

**Monthly Sampling and Monitoring:** S2E will be responsible for monthly sampling as required in the Pilot Study work plan. S2E will be responsible for coordinating with the outside laboratory for weekly samples testing (laboratory cost paid by Bartlesville as discussed earlier).

**CEC Sampling and Monitoring:** S2E will assist Bartlesville in the procurement of professional services and coordination of CEC sampling and testing as required in the Pilot Study work Plan. Actual sampling and monitoring will be by the outside consultant/laboratory selected and paid for directly by Bartlesville.

**Pilot Study Data Analysis:** The Consultant shall be responsible for regular monitoring of the daily/weekly/monthly sampling data and the pilot plant runs to determine and advise Bartlesville of any fine-tuning and adjustment necessary throughout the pilot study period.

S2E will be responsible for the review of laboratory and pilot study data and preparation of results analysis and summary for the report.

#### **Task 6: Pilot Study Report preparation.**

S2E will be responsible for the preparation of the Pilot Study report summarizing the pilot study, its results, findings, and recommendations for use in the IPR side stream design. The report will meet the DEQ guidelines and in accordance with the approved work plan. S2E will assist Bartlesville in responding to DEQ comments and questions, and in securing a final approval from DEQ.

#### **IV. COMPENSATION**

The total Lump Sum fee for the Scope of Services described above is \$220,000. A pricing proposal is provided in Attachment 2.

#### **V. SCHEDULE**

A proposed schedule for the Scope of Services described above is provided in Attachment 3.

#### **VI. ASSUMPTIONS**

1. Public participation is not required.
2. Oklahoma Department of Environmental Quality has approved the proposed extension of final design consent order completion date of February 1, 2024. The executed Change Order was emailed to ODEQ on December 20, 2023.

#### **ATTACHMENT 2 – PRICE PROPOSAL**

#### **ATTACHMENT 3 – SCHEDULE**

**Te Price Proposal**

**Bartlesville Chickasaw WWTP Pilot Study**

IPR pilot study

Submitted to: City of Bartlesville (Attn: Terry Lauritsen)

Contract Type: T&M

**Labor Plan**

7 Resource

**Price Summary / Totals**

Task Pricing Totals 219,999

Specify Add'l Fees on Setup 0

Technology Use Fee

**Total Price 219,999**

Project Phases / Tasks	Schedule			Work Days Off	Work Days	Total Labor Hrs
	From	Thru	Months			

Principal in Charge (Turner, Leslie)	Senior Project Manager (Kindrick, Alexie)	Design Manager (Burger, Don)	Project Engineer (Voelkers, Hayley)	Principal Engineer (Kinslow, Jarrett)	Project Engineer (Tanneru, Charan)	Project Engineer (Green, McKenna)
--------------------------------------	-------------------------------------------	------------------------------	-------------------------------------	---------------------------------------	------------------------------------	-----------------------------------

Fleet Vehicles
\$0.00
mile
M&E

Pricing by Resource							Task Pricing Totals
Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip	ODCs		

Project Phases / Tasks	From	Thru	Months	Work Days Off	Work Days	Total Labor Hrs	Principal in Charge (Turner, Leslie)	Senior Project Manager (Kindrick, Alexie)	Design Manager (Burger, Don)	Project Engineer (Voelkers, Hayley)	Principal Engineer (Kinslow, Jarrett)	Project Engineer (Tanneru, Charan)	Project Engineer (Green, McKenna)	Fleet Vehicles	Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals
<b>1.0 Management and Administration</b>	02/01/24	12/01/24	9.8	22	196	44	4	96	8	164	8	8	140	-	0.00%	12,800	-	-	-	-	12,800
1.01 Administration	02/01/24	12/01/24	9.8	22	196	44	4	40	-	-	-	-	-	-	-	12,800	-	-	-	-	12,800
1.02 Project Management and Scheduling	02/01/24	12/01/24	9.8	22	196	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.03 QA/QC Program	02/01/24	12/01/24	9.8	22	196	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.04 Financial Management, Accounting, Invoicing	02/01/24	12/01/24	9.8	22	196	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.05 Project Reporting	02/01/24	12/01/24	9.8	22	196	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Direct Costs	02/01/24	12/01/24	9.8	22	196	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>2.0 Pilot Study</b>	02/01/24	12/01/24	9.8	22	196	384	-	56	8	164	8	8	140	2,000	0.00%	62,360	144,839	-	-	-	207,199
2.01 Pilot Study	02/01/24	12/01/24	9.8	22	196	320	-	40	-	140	-	-	140	2,000	-	48,000	-	-	-	-	48,000
2.02 Pilot Study Report	02/01/24	12/01/24	9.8	22	196	64	-	16	8	24	8	8	-	-	-	14,360	-	-	-	-	14,360
2.03 Subconsultants	02/01/24	12/01/24	9.8	22	196	-	-	-	-	-	-	-	-	-	-	-	144,839	-	-	-	144,839
<b>Totals</b>	02/01/24	12/01/24	9.8			428	4	96	8	164	8	8	140	2,000	0.00%	75,160	144,839	-	-	-	219,999

---

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

Approval of a contract with B-Town Construction to install flow meters at the Golf Course, Maple and Virginia lift stations.

Attachments:

Short Form Contract and Contractor Quotes

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

One of the approved capital projects this fiscal year, through the wastewater capital reserve fund, is to install flow meters at the Golf Course, Maple and Virginia lift stations. The flow meter installation allows staff to manage the collection and treatment system more efficiently and facilitates a better understanding of inflow and infiltration during rain events, which will be used to prioritize improvements on both City and private side components of the wastewater collection system..

Staff has reached out to four (4) local and regional contractors for quotes for this work and received the following quotes.

B-Town Construction (Bartlesville, OK)	\$85,317.16
Core Civil Construction (Skiatook, OK)	\$90,435.00
KSL Construction (Bartlesville, OK)	\$104,930.44

The fourth contractor has not furnished a quote at the time of this report.

**III. BUDGET IMPACT**

\$349,233.76 is available for wastewater system improvements. The low bid, \$85,317.16 from B-Town Construction is within the available budget.

**IV. RECOMMENDED ACTION**

Staff recommends awarding the contract to install flow meters at the Golf Course, Maple and Virginia lift stations to B-Town Construction in the amount of \$85,317.16.

**CITY OF BARTLESVILLE**  
**SHORT FORM CONSTRUCTION CONTRACT**

THIS AGREEMENT, made this 2<sup>rd</sup> day of January, 2024, by and between B-Town Construction hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

WITNESSETH, that the Contractor and the City, for considerations hereinafter named, agree as follows:

1. SCOPE OF WORK. The project shall include all labor, equipment, materials and expense necessary to install concrete, vaults, drains, fittings and piping to facilitate the installation of flow meters, provided by the City, on sanitary sewer force mains located at the Golf Course, Maple and Virginia lift stations as depicted on plans dated November 2023. Restoration of construction areas is included within the contract.
2. TIME OF COMPLETION. Installation and restoration shall be complete by April 5, 2024.
3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the quoted lump sum price totaling (\$85,317.16). This contract amount may be amended by written agreement of the parties if additional work is added for repairs to the structure and footings.
4. ACCEPTANCE AND PAYMENT. Payment will be made by the City upon completion and acceptance of the work by the City Engineer, subject to the provisions of Paragraph 11 and 14 of the General Conditions. Partial payments will be allowed based on percent of work complete at the time of request.

**GENERAL CONDITIONS**

1. CONTRACT DOCUMENTS. The Contract includes the Agreement and its General Conditions, and any additional written directives from the Engineer. The intent of these documents is to include all labor, materials, equipment, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
2. DEFINITIONS. "City" shall refer to the City Engineer or other designated administrative official of the City of Bartlesville.
3. MATERIALS, EQUIPMENT, EMPLOYEES. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work. Unless otherwise specified, all materials shall be new. Workmanship and materials shall be of superior quality and acceptable to the City. All workers shall be skilled in their trades.
4. SURVEY, PERMITS AND REGULATIONS. The City will furnish all surveys and layouts

**CITY OF BARTLESVILLE**  
**SHORT FORM CONSTRUCTION CONTRACT**

unless otherwise specified. Easements and rights-of-ways will be secured and paid for by the City. The Contractor shall comply with all laws and regulations applicable to the work and shall notify the City if the drawings or specifications are at variance therewith.

5. PROTECTION OF WORK, PROPERTY AND PERSONS. The Contractor shall adequately protect the work, adjacent property, and all persons in accordance with all laws and regulations. The Contractor shall be completely responsible for any damage or injury due to his acts or negligence. Damage caused by carelessness, neglect, negligence or that is outside the defined work area will be the Contractors sole responsibility to correct.
6. ACCESS TO WORK. The Contractor shall permit and facilitate observation of the work by the City or his agents at all times. The contractor shall coordinate all required inspections with the appropriate code inspecting agent.
7. CHANGES IN WORK. The City may order changes in the work, with any adjustment of the Contract Sum by mutual agreement of the parties. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost shall be made in writing to the City before executing the work involved.
8. CORRECTION OF WORK. The Contractor shall correct any work determined by the City not to conform to the requirements of the contract.
9. CITY'S RIGHT TO TERMINATE CONTRACT. Should the Contractor fail to prosecute the work properly, or to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor may, without prejudice to any other remedy it may have, complete the work by such means as it sees fit. If the unpaid balance of the contract price exceeds the expense of completing the work, such excess will be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.
10. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT. Should the work be stopped by any public authority for a period of thirty (30) days or more through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of seven (7) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the contract, and recover from the City payment for all work executed, including reasonable profit and damages.
11. PAYMENT. Payment will be made based upon unit prices in the Proposal and the actual completed construction progress as determined by the Engineer. The making and acceptance of the payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens or from defective work appearing thereafter as provided in Paragraph 8, and of all claims by the Contractor except any previously made and still unsettled. Payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make materials or labor payments.

**CITY OF BARTLESVILLE**  
**SHORT FORM CONSTRUCTION CONTRACT**

12. BONDS. The Contractor shall furnish surety bonds to the City as indicated herein.  
**NO BONDS ARE REQUIRED FOR THIS PROJECT**
13. CONTRACTOR'S INSURANCE. The Contractor shall maintain such insurance as will protect him and the City from claims under worker's compensation acts and other employee benefits acts; from liability claims for damages because of bodily injury or death; and from liability claims for damages to property which may arise from operations under this contract, whether such operations be by himself, any subcontractor or vendor, or anyone directly or indirectly employed by them. Liability insurance shall be written for not less than \$1,000,000 in each case. Certificates of such insurance shall be filed with the City prior to beginning construction. The Contractor shall provide certification to the City that all insurance is effective for the duration of the work.
14. LIENS. Payment shall not be made by the City until the Contractor has provided a complete release of all lien able claims on the work included in this contract.
15. ENGINEER. The City Engineer shall be the City's representative and shall have the authority to stop or suspend the work as necessary. All work shall be done to his satisfaction. Determination of final acceptance shall be by the Engineer. He shall certify to the City when payment under the contract is due and the amount to be paid. He shall make final decision on all claims by the City and Contractor.
16. CLEANUP. The Contractor shall keep the premises free from waste material and rubbish, and at the completion of the work he shall remove from the premises all rubbish, debris, and surplus materials, and leave the site in a condition acceptable to the Engineer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

CITY OF BARTLESVILLE

---

Mayor, Dale Copeland

---

Contractor

**B-TOWN CONSTRUCTION LLC**  
 MARTINTOWNCONST@YAHOO.COM  
 5225 WOODLAND RD  
 BARTLESVILLE, OK 74006

# QUOTATION

Quote Number: m208  
 Quote Date: Dec 27, 2023  
 Page: 1

Voice: 918-814-6463  
 Fax:

Quoted To:
CITY OF BARTLESVILLE

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF BARTLESVILLE	1/26/24	C.O.D.	

Quantity	Item	Description	Unit Price	Amount
1.00	CHARGE FOR	CHARGE FOR MAPLE FM JOB	27,691.46	27,691.46
1.00	CHARGE FOR	CHARGE FOR VIRGINIA FM JOB	25,137.00	25,137.00
1.00	CHARGE FOR	CHARGE FOR GOLF COURSE FM JOB	32,488.70	32,488.70
			Subtotal	85,317.16
			Sales Tax	
			<b>TOTAL</b>	<b>85,317.16</b>

# CONSTRUCTION ESTIMATE PROPOSAL

## CORE CIVIL CONSTRUCTION, LLC

PO Box 801  
Collinsville, OK 74021



ESTIMATE NUMBER	PROJECT NAME
23-0024	BARTLESVILLE FLOW METER PROJECT
DATE OF ESTIMATE	12/07/2023
CLIENT NAME	

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
10	MOBILIZATION	1	LS	\$ 3,695.00	\$ 3,695.00
20	UNCLASSIFIED EXCAVATION	50	CY	\$ 70.00	\$ 3,500.00
30	60" MANHOLE	1	EA	\$ 9,400.00	\$ 9,400.00
40	10"X42" FLGxPE PIPE	2	EA	\$ 1,790.00	\$ 3,580.00
50	10" DISMANTLING JOINT ROMAC DJ400	1	EA	\$ 1,385.00	\$ 1,385.00
60	10" SOLID SLEEVE W/MEGA LUGS	2	EA	\$ 915.00	\$ 1,830.00
70	12" THICK CONCRETE SLAB W/BASE ROCK	1	LS	\$ 1,825.00	\$ 1,825.00
80	2" PVC DRAIN LINE W/TIDFLEX BACKFLOW	110	LF	\$ 31.50	\$ 3,465.00
					\$ 28,680.00
90	MOBILIZATION	1	LS	\$ 3,695.00	\$ 3,695.00
100	UNCLASSIFIED EXCAVATION	50	CY	\$ 70.00	\$ 3,500.00
110	60" MANHOLE	1	EA	\$ 9,400.00	\$ 9,400.00
120	14"X42" FLGxPE PIPE	2	EA	\$ 2,615.00	\$ 5,230.00
130	14" DISMANTLING JOINT ROMAC DJ400	1	EA	\$ 4,455.00	\$ 4,455.00
140	14" SOLID SLEEVE W/MEGA LUGS	2	EA	\$ 1,325.00	\$ 2,650.00
150	12" THICK CONCRETE SLAB W/BASE ROCK	1	LS	\$ 1,825.00	\$ 1,825.00
160	2" PVC DRAIN LINE W/TIDFLEX BACKFLOW	90	LF	\$ 31.50	\$ 2,835.00
					\$ 33,590.00
170	MOBILIZATION	1	LS	\$ 3,695.00	\$ 3,695.00
180	UNCLASSIFIED EXCAVATION	50	CY	\$ 70.00	\$ 3,500.00
190	48" MANHOLE	1	EA	\$ 7,400.00	\$ 7,400.00
200	8"X36" FLGxPE PIPE	2	EA	\$ 1,590.00	\$ 3,180.00
210	8" DISMANTLING JOINT ROMAC DJ400	1	EA	\$ 1,185.00	\$ 1,185.00
220	8" SOLID SLEEVE W/MEGA LUGS	4	EA	\$ 750.00	\$ 3,000.00
230	8" MJ 90	2	EA	\$ 500.00	\$ 1,000.00
240	8"X8" TEE	1	EA	\$ 750.00	\$ 750.00
250	8" C900 DR 18 PVC	40	LF	\$ 50.00	\$ 2,000.00
260	12" THICK CONCRETE SLAB W/BASE ROCK	1	LS	\$ 1,825.00	\$ 1,825.00
270	2" PVC DRAIN LINE W/TIDFLEX BACKFLOW	20	LF	\$ 31.50	\$ 630.00
					\$ 28,165.00
<b>TOTAL COST</b>					<b>\$ 90,435.00</b>

### EXCLUSIONS

- > Bonds
- > Removal and or Handling of Hazardous Materials



- > Import of Top Soil
- > Testing, Fee's & Permits
- > Soil stabilization

Sincerely,



Travis Sousa

[travis@corecivilok.com](mailto:travis@corecivilok.com)

918-914-9919

# KSL DIRTWORKS

278 County Road 2706, Bartlesville OK 74003

P. 918 336-2184 F. 918 336-2183

12/7/2023

Proposal: 23-073

## Flow Meter Installation - Bartlesville

KSL Dirtworks LLC is pleased to submit the following bid:

Pay Item	Description	Quantity	Unit	Price	Extension
001	Mobilization	3.000	EACH	2,369.00	7,107.00
002	Maple FM	1.000	EACH	29,661.54	29,661.54
003	Golf Course FM	1.000	EACH	36,125.91	36,125.91
004	Virginia FM	1.000	EACH	32,035.99	32,035.99
				<b>QUOTE TOTAL:</b>	<b>104,930.44</b>

**INCLUSIONS:**

- 1 Year Maintenance Warranty

Sincerely,

Jeremy Chaney  
918-323-2004

**KSL**  
**DIRTWORKS** LLC.

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

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.

Attachments:

Letter to OWRB  
Technical memo from Tetra Tech  
ODEQ Consent Order 19-200 – Addendum A

**II. STAFF COMMENTS AND ANALYSIS**

In January 2023, the City of Bartlesville was awarded a \$2MM grant through the American Rescue Plan Act (ARPA), administered by the Oklahoma Water Resources Board, for the Chickasaw Wastewater Treatment Plant Expansion project. The grant is conditioned that all funds must be spent by December 2026 and requires the City to match the grant dollar for dollar. The application designated this grant towards the construction of the project. Unfortunately, the engineering/pre-construction portion of the project has lasted longer than anticipated and construction will not begin until 2026 with completion anticipated in 2028. In light of the ARPA deadline, staff reached out to the Oklahoma Water Resources Board (OWRB) about using the grant on the engineering/pre-construction portion of the project instead of construction. The engineering/pre-construction portion of the project is anticipated to cost around \$4.3MM, which will utilize all of the grant. The OWRB responded favorably to moving these funds and requested an official letter regarding the scope change along with a technical memo from the Engineer summarizing the estimated project costs, which are attached.

**III. RECOMMENDED ACTION**

Staff is requesting approval and authorization for the Mayor to execute all documents necessary to proceed with moving the grant to the engineering/pre-construction portion of the Chickasaw Wastewater Plant Expansion project.

January 2, 2024



Joe Freeman  
Chief of the Financial Assistance Division  
Oklahoma Water Resources Board  
3800 N. Classen Blvd.  
Oklahoma City, OK 73118

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

RE: American Rescue Plan Act (ARPA) Grant Application No. ARP-23-0098-G; Bartlesville Municipal Authority, Washington County

Dear Mr. Freeman:

On January 19, 2023 the City was notified of the \$2MM award through the American Rescue Plan Act (ARPA) grant for the Chickasaw Wastewater Treatment Plant Expansion project. The City's grant application was for the construction of the plant improvements. Unfortunately, the Engineering Report approval process through the Oklahoma Department of Environmental Quality (ODEQ) has experienced delays. The wastewater plant project includes expansion of the treatment plant's capacity as well as a treatment train for indirect potable reuse. While the Engineering Report for the traditional treatment portion has tracked as expected, ODEQ approval is anticipated within the next 30 days, the Engineering Report for the indirect potable reuse portion will not be approved until the City has performed a pilot study to verify the proposed design, which will be complete by July 2024. Thus, the detailed engineering design is not expected to begin until mid-2024 and finalized by August 2025. Construction will begin by June 2026. Due to these delays, the ODEQ has granted an addendum to the Consent Order, which is attached.

In light of the delays and ARPA grant deadline, the City is requesting to utilize the \$2MM ARPA grant on the planning and design portion of the project, which includes the pilot plant study, engineering design and bidding/award services. These tasks will be complete by June 2026 as required by the current Consent Order. Also attached is a technical memorandum from the Engineer, Tetra Tech, summarizing the proposed improvements and pilot study scope, estimated construction costs and fees for the project.

If you require additional information or have questions concerning this request, please contact Terry Lauritsen, Director of Water Utilities, at (918) 338-4107 or [tlaurit@cityofbartlesville.org](mailto:tlaurit@cityofbartlesville.org).

Sincerely,

Dale Copeland  
Mayor

Cc: Jordan Johnson, OWRB, Federal Grants Administrator  
Mike Bailey, City of Bartlesville, City Manager  
Terry Lauritsen, City of Bartlesville, Director of Water Utilities

# Chickasaw Wastewater Treatment Plant Expansion and IPR Improvements

TECHNICAL MEMORANDUM



Project No. 200-11458-20001

December 20, 2023

OPDES Permit No. OK0030333

Facility No. S-21402

---

# Chickasaw Wastewater Treatment Plant Expansion and IPR Improvements

## Technical Memorandum

Project No. 200-11458-20001

December 20, 2023

---

### PRESENTED TO

#### City of Bartlesville

401 S. Johnstone Avenue  
Bartlesville, OK 74003

---

### PRESENTED BY

#### Tetra Tech, Inc.

7645 E. 63<sup>rd</sup> Street, Ste. 301 P 918-249-3909  
Tulsa, OK 74133 tetrattech.com  
CA No. 2388 (Exp. 06/30/2025)

Submitted by:

*Alexandra Belle Kindrick*  
  
12/20/2023

---

Alexie Kindrick, PE  
Project Manager

Date

---

## TABLE OF CONTENTS

---

<b>1.0 INTRODUCTION</b> .....	<b>1</b>
1.1 Project Background.....	1
1.2 Previous Reports.....	2
<b>2.0 PROPOSED PROJECT</b> .....	<b>3</b>
2.1 WWTP Expansion & IPR Improvements.....	3
2.2 Interim Clarifier Sampling & Pilot Study Protocol Development .....	4
2.2.1 Interim Clarifier Sampling.....	4
2.2.2 Pilot Study Protocol Development .....	4
2.3 Pilot Study .....	5
<b>3.0 ESTIMATED PROJECT COSTS</b> .....	<b>5</b>

---

## LIST OF TABLES

---

Table 1-1 Summary of Previous Reports.....	2
Table 3-1 WWTP Expansion & Upgrade (including IPR) Estimated Costs.....	6
Table 3-2 Pilot Protocol Development and Interim Clarifier Sampling Estimated Costs .....	7
Table 3-3 Pilot Study Estimated Costs .....	7
Table 3-4 Total Estimated Project Costs .....	8

---

## APPENDICES

---

APPENDIX A: Proposed Site Plan and Process Flow Diagrams

## ACRONYMS/ABBREVIATIONS

Acronyms/Abbreviations	Definition
Bartlesville	City of Bartlesville
BOD <sub>5</sub>	Biochemical oxygen demand (5-day)
CA	Construction Administration
CEC	Constituents of Emerging Concern
CFC	Certified for Construction
CWWTP	Chickasaw Wastewater Treatment Plant
DEQ	Department of Environmental Quality
EID	Environmental Information Document
ER	Engineering Report
GAC	Granular activated carbon
IPR	Indirect potable reuse
MGD	Million gallons per day
OAC	Oklahoma Administrative Code
ODEQ	Oklahoma Department of Environmental Quality
OPCC	Opinion of probable construction cost
OPDES	Oklahoma Pollutant Discharge Elimination System
QA/QC	Quality assurance/ quality control
RAS	Return activated sludge
RPR	Resident Project Representative
SCADA	Supervisory control and data acquisition
TDC	Total direct cost
TECC	Total estimated construction cost
TM	Technical memorandum
TSS	Total suspended solids
UV	Ultraviolet
UVT	Ultraviolet transmittance
WAS	Waste activated sludge
WLA	Waste load allocation
WWTP	Wastewater treatment plant



## 1.0 INTRODUCTION

### 1.1 PROJECT BACKGROUND

The City of Bartlesville (Bartlesville) in northeastern Oklahoma owns and operates the Chickasaw Wastewater Treatment Plant (CWWTP) that serves the residents of Bartlesville. The CWWTP is currently permitted for an average daily flow of 7.0 MGD.

In 2010, Bartlesville authorized Tetra Tech to complete a wastewater facility plan study which developed and outlined recommended capital improvements to the Bartlesville wastewater treatment facilities and a portion of the collection system, specifically the Limestone-Chickasaw conveyance corridor. The 2010 facility plan study projected a need for additional treatment capacity at the CWWTP and throughout the conveyance corridor to handle flows through 2040.

Between 2017 - 2019, Tetra Tech and S2E prepared an amendment to the 2010 facility plan study in the form of technical memorandums (TM 1 through TM 4) that covered a planning period through 2050. The resulting proposed project upgrades and expands the existing CWWTP from 7.0 to 8.2 MGD to allow for all flows to be treated over the planning period. The project includes additional improvements that are required due to aging infrastructure and Oklahoma Department of Environmental Quality (DEQ) regulations. Additionally, the project incorporates the concept of indirect potable reuse (IPR) by utilizing the CWWTP effluent to augment the Caney River for a more drought-resilient raw water supply.

The implementation of IPR allows the City to become more resilient and effective in water use and conservation. The proposed IPR system will send 4.1 MGD of wastewater effluent through additional filtration and disinfection treatment before being pumped to a discharge point on the Caney River located 7-river miles upstream of the existing raw water intake location. The proposed IPR discharge falls under DEQ regulation OAC 252:628-1-3 part c, which provides DEQ with the authority to control IPR discharges to streams and rivers as needed on a case-by-case basis.

In September 2022, Tetra Tech and S2E completed the preliminary Engineering Report for the proposed plant expansion and IPR improvements. During review, DEQ indicated that the ER should include the results of a pilot study for the IPR portion of the project. DEQ denied the City's request for a variance from this requirement. This led the City to pursue the following steps:

- **Interim Clarifier Effluent Sampling:** With the knowledge that a pilot study would be required, the City initiated weekly sampling of secondary clarifier effluent to assess the current water quality benchmark achieved with the existing secondary process. The results of the sampling are included in the pilot study protocol.
- **Pilot Study Protocol Development:** S2E and Tetra Tech developed a pilot study protocol for the proposed IPR treatment process scheme. The plan was submitted to DEQ in October 2023 and is awaiting approval.

- Revise the ER to remove IPR references: For the purpose of moving ahead to obtain funding for the project, the City requested a revised ER that removed references to IPR. The latest revised ER was submitted to DEQ on December 8, 2023, and is awaiting approval.

As of this memorandum’s preparation, currently the revised ER and pilot study protocol are awaiting DEQ approval. The pilot study is tentatively set to begin in February 2024 pending DEQ approval.

## 1.2 PREVIOUS REPORTS

A summary of previous reports and technical memorandums applying to the CWWTP upgrades project is provided below in Table 1-1. Note that some of the reports are awaiting DEQ approval or are currently in draft form.

Table 1-1 Summary of Previous Reports

Report Title	Date	Prepared By
WWTP Facility Plan and Reuse Feasibility Study	06/2010	Tetra Tech
Amendment to WWTP Facility Plan and Reuse Feasibility Study: TM01: Population, Flow, and Waste Load TM02: Existing Chickasaw Wastewater Treatment Plant Update TM02.1: Alternative 1 Evaluation – Maintain all Flows at Existing Chickasaw Wastewater Treatment Plant TM02.2: Alternative 2 Evaluation – Add Second Treatment Facility South of the City TM03: Existing Collection, Transport and Storage Facilities Condition Assessment TM04: Wastewater Treatment System Summary of Recommendations	09/2017 – 11/2019	Tetra Tech/ S2E
Bartlesville Waste Load Allocations (WLA) Studies – Caney River Monitoring and Modeling Report	04/2018	Tetra Tech
IPR Feasibility Study – Caney River Augmentation with Reclaimed Water	06/2020	Tetra Tech/ S2E
Chickasaw Wastewater Treatment Plant Expansion – Engineering Report (ER) (including revisions)	09/2022, 06/2023, 11/2023, 12/2023	Tetra Tech/ S2E
IPR Pilot Study Work Plan	10/2023	Tetra Tech/ S2E
Environmental Information Document (EID) – Chickasaw Wastewater Treatment Plant Expansion Project (Draft)	11/2023	Eagle Environmental Consulting

## 2.0 PROPOSED PROJECT

### 2.1 WWTP EXPANSION & IPR IMPROVEMENTS

The Chickasaw WWTP Expansion and Upgrades project will include the following key design elements to increase the capacity of the Chickasaw WWTP from 7.0 to 8.2 MGD and incorporate a 4.1 MGD IPR train. The proposed project will include the following elements:

- New administration building,
- Chickasaw lift station improvements (improved as part of the Limestone Corridor collection system project, not part of the WWTP project),
- New headworks structure,
- Primary clarifier rehabilitation and improvements,
- Aeration basin improvements and modifications,
- New blower improvements and air piping modifications,
- Conversion of existing aeration basin volume into sludge storage,
- New circular final clarifiers and conversion of existing rectangular clarifiers to aeration basin volume,
- New return activated sludge (RAS)/waste activated sludge (WAS) pumping,
- New effluent filtration system with dual media filters,
- Conversion of chlorine disinfection to ultraviolet (UV) disinfection,
- Effluent aeration and outfall structure improvements,
- New backup generator improvements,
- New WAS thickening building with new rotating drum thickeners,
- Improvements to the gravity belt thickener building,
- Anaerobic digester rehabilitation and improvements and new additional anaerobic digester,
- Future IPR side stream incorporation improvements, and
- Plant-wide electrical and SCADA upgrades.

The proposed site key plan and proposed process flow diagrams for the liquids and solids processes are provided in Appendix A. The flow undergoing conventional treatment and discharge to the existing outfall is termed “OPDES flow” and the flow undergoing additional treatment for IPR is termed “IPR flow.” The IPR train will require tertiary filtration, UV disinfection, and supplementary chlorine disinfection to meet regulatory requirements. The OPDES flow will require UV disinfection only, but the City intends to direct all flow through tertiary filtration to help with maintaining compliance with the mass loading limits of their permit.

During review of the preliminary Engineering Report (ER), ODEQ indicated that the project would not be approved without a pilot study for the proposed IPR treatment scheme. The latest revision of the preliminary ER removed the IPR references in order to move ahead with obtaining funding for the rest of the project. This revised ER was submitted to ODEQ in December 2023 and is awaiting approval.

After the ER is approved, Tetra Tech and S2E can begin the design of the project with the following services:

- Project management
- Design development (65% design)
- Preparation of construction documents (95% design)
- Preparation of Certified for Construction documents (CFC: final or 100% design)
- Permitting

## **2.2 INTERIM CLARIFIER SAMPLING & PILOT STUDY PROTOCOL DEVELOPMENT**

---

### **2.2.1 Interim Clarifier Sampling**

As mentioned previously, the requirement for a pilot study caused the City to begin weekly sampling of the secondary clarifier effluent to assess the current water quality benchmark achieved with the existing secondary process. The City's goal of this effort was to use the findings to inform DEQ on the need and scope of the pilot study.

The sampling took place for six weeks over June and July 2023 and the results are summarized in the pilot study protocol submitted to DEQ in October 2023.

### **2.2.2 Pilot Study Protocol Development**

During review of the preliminary ER, DEQ indicated that the submittal of a pilot study protocol would be required. As indicated by DEQ, the pilot study protocol should demonstrate that the proposed treatment processes are capable of producing effluent that meets the criteria outlined in Appendix A of OAC 252:628.

The primary objectives of the pilot study include:

- Demonstrate that the proposed treatment processes are capable of producing the effluent that meets the criteria/benchmarks outlined in Appendix A of OAC 252:628, with the exception of nutrient removal requirements outlined in OAC 252:628-3-7. To demonstrate the disinfection log removal criteria (LRC), the pilot study will be used to demonstrate the effluent quality values that will be suitable for the proposed UV dosage and UV validation by the UV vendor.
- Demonstrate the effluent water quality achievable with and without chemical addition ahead of the tertiary filters, and chemical addition with or without the flocculation step ahead of tertiary filters.

The pilot testing protocol includes the following:

- Pre-work planning and site visit,
- Unit rentals and vendor coordination, and
- Pilot plan protocol document preparation including the following sections:
  - Introduction, purpose, and objectives,
  - Pilot testing approach,
  - Pilot unit description & testing methods and QA/QC,
  - Description of pilot runs,

The pilot study protocol document prepared by Tetra Tech and S2E was submitted to DEQ in October 2023. The protocol is currently awaiting DEQ approval.

## 2.3 PILOT STUDY

The pilot study will follow the pilot study protocol report dated October 15, 2023. The pilot study will include different scenarios to evaluate effluent water quality achievable with varying factors such as chemical addition, filter media, and the inclusion of a flocculation step. The study will require jar testing, weekly monitoring, chemical and equipment variable adjustments (resetting for various pilot run scenarios), and the review of data to make process change recommendations and adjustments to the pilot study protocol in response to observed findings. In addition, there will be daily, weekly, and monthly sampling activities.

The following scenarios will be evaluated by the pilot study to address the tertiary filtration and disinfection requirements:

- Scenario 0 – no filtration (direct secondary clarifier effluent)
- Scenario 1 – direct filtration, no chemical addition
- Scenario 2 – direct filtration with chemical addition
- Scenario 3 – chemical addition, coagulation and flocculation, followed by filtration
- Across all scenarios, various filter mediums will be evaluated, including:
  - Dual media (sand and anthracite) of varying depths.
- Other items will be evaluated including strategic sampling of secondary clarifier effluent for Constituents of Emerging Concern (CECs) and the use of granular activated carbon (GAC) as a possible filter media.
- For disinfection, the goal of the pilot study is to demonstrate that treated secondary effluent will achieve the required water quality characteristics for subsequent UV and chlorine disinfection, specifically in regard to BOD<sub>5</sub>, TSS, turbidity, and UVT.

The results of the pilot study will be summarized in a technical memorandum.

The pilot study is tentatively scheduled to begin in February 2024, pending protocol approval by DEQ. The pilot study equipment is planned to be on-site for four months and the study period will end on May 30, 2024.

## 3.0 ESTIMATED PROJECT COSTS

Table 3-1 presents the opinion of probable construction cost (OPCC) for the WWTP Expansion and Upgrade project (including IPR). The costs included in are preliminary construction costs and will be refined during the final design phase. The preliminary cost estimates include the following components and assumptions:

- Equipment and material cost were based on manufacturer's budgetary quotes.
- Equipment installation cost is assumed to be 30 percent of the equipment cost based on previous projects.
- Total Estimated Construction Cost included the following:
  - Contingency, assumed to be 30 percent of Total Direct Cost

- General Contract Requirements, assumed to be 15 percent of the Total Direct Cost.
- General contractor overhead, profit and risk, assumed to be 15 percent of Total Direct Cost.
- Mobilization and Demobilization, assumed to be 5 percent of Total Direct Cost.

Table 3-1 WWTP Expansion & Upgrade (including IPR) Estimated Costs

Process Area Number	Description	Preliminary Construction Cost
01	Civil/Site Work	\$4,907,300
05	Administrative Building	\$2,172,400
10	Headworks	\$4,964,900
15	Primary Clarifiers	\$2,001,300
25	Aeration Basins	\$1,587,300
30	Blower Building Modifications	\$1,699,200
35	Secondary Clarifier Flow Splitter Structure	\$917,200
40	Secondary Clarifier	\$5,016,700
45	Flow Splitter Structure (for future use)	\$1,045,500
50	Tertiary Filtration	\$8,106,400
55	UV Disinfection	\$2,712,500
60	Effluent Pumping/Outfall	\$955,600
65	RAS/WAS/Scum Pump Station	\$1,881,200
70	WAS Thickening	\$2,836,000
75	Anaerobic Digesters	\$7,266,700
80	Sludge Storage	\$1,154,600
85	Emergency Generator	\$1,144,800
-	Septage Receiving Station	\$124,400
-	Vactor Drying Bed	\$84,000
	<b>Total Direct Cost</b>	<b>\$50,578,000</b>
	Contingency (30% of TDC)	\$15,173,400
	<b>Total Estimated Construction Cost</b>	<b>\$65,751,400</b>
	Engineering Design (Design for 65%, 95%, 100% and permitting)	\$3,550,000
	Bidding/ Award Services, 0.25%	\$164,000
	<b>Total Estimated Project Cost</b>	<b>\$69,465,400</b>

Table 3-2 includes the estimated project costs of the pilot protocol development and interim clarifier sampling.

Table 3-2 Pilot Protocol Development and Interim Clarifier Sampling Estimated Costs

Item	Description	Estimated Cost
1	Engineering Fees: Pilot protocol development and interim clarifier sampling	\$70,380
	<b>Total Estimated Cost</b>	<b>\$70,380</b>

Table 3-3 includes the estimated project costs of the pilot study.

Table 3-3 Pilot Study Estimated Costs

Item	Description	Estimated Cost
1	Jar tester and filter column equipment purchase	\$11,400
2	Intuitech pilot modules rental, setup and startup	\$114,880
3	Site development (pilot unit location)	\$31,650
4	Laboratory testing	\$86,700
5	Filter media and chemical supply	\$5,550
6	CEC sampling, testing and reporting	\$25,000
7	Engineering (jar test, pilot study, DEQ review)	\$180,000
	<b>Subtotal</b>	<b>\$455,180</b>
	Contingency	\$45,600
	<b>Total Estimated Study Cost</b>	<b>\$500,780</b>

Table 3-4 presents the estimated project costs for select components of the proposed project, including the engineering design fees for the WWTP Expansion project, the pilot protocol development, and the pilot study.

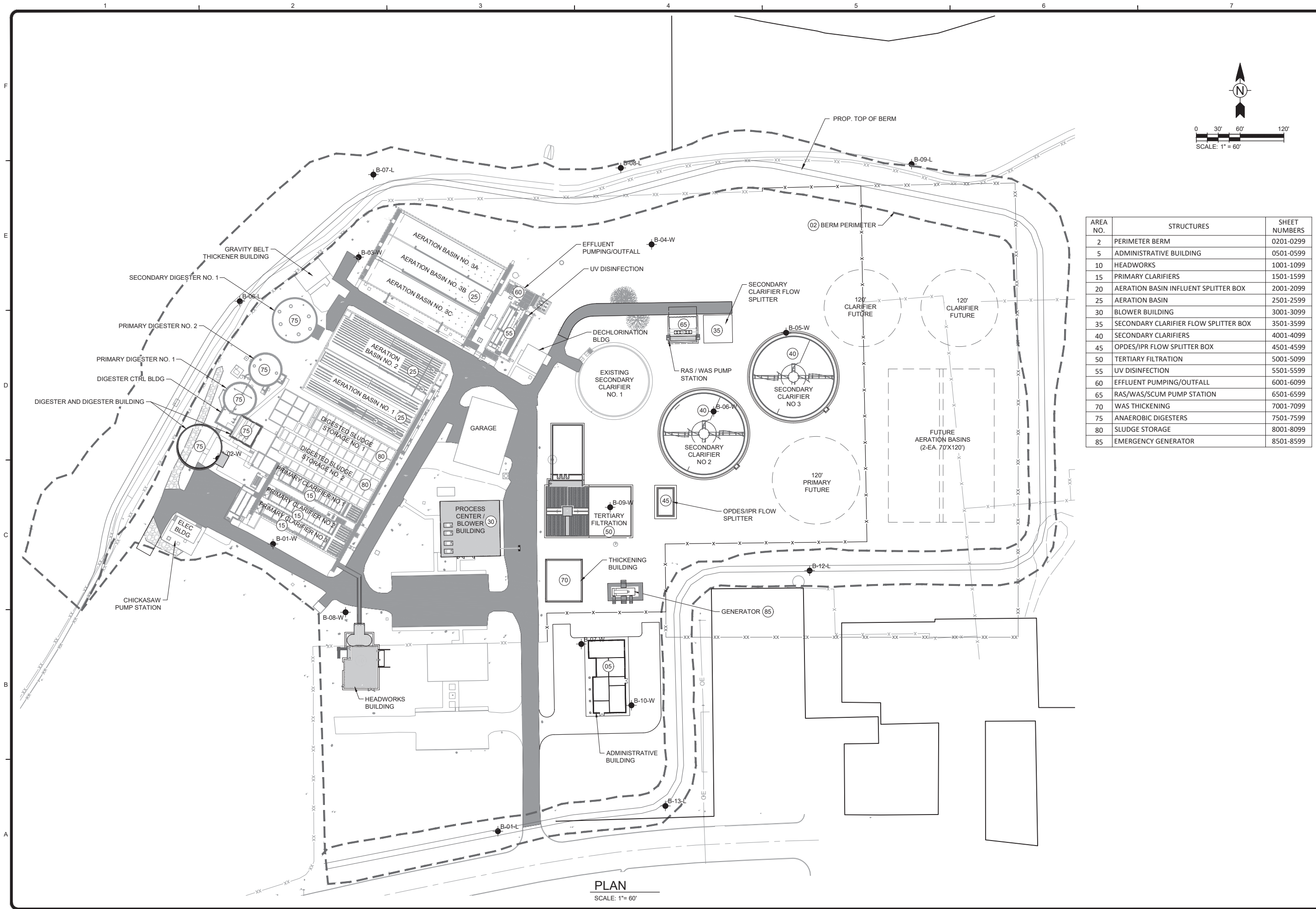
Table 3-4 Total Estimated Project Costs

Item	Description	Estimated Cost
WWTP Expansion & Upgrade (including IPR)		
1	Engineering Design (Design for 65%, 95%, 100% and permitting)	\$3,550,000
2	Bidding/ Award Services	\$164,000
	<b>Subtotal</b>	<b>\$3,714,000</b>
Pilot Protocol Development		
3	Pilot protocol development and interim clarifier sampling	\$70,380
	<b>Subtotal</b>	<b>\$70,380</b>
Pilot Study		
4	Pilot study (less Engineering Fees)	\$320,780
5	Engineering Fees	\$180,000
	<b>Subtotal</b>	<b>\$500,780</b>
	<b>Total Estimated Project Cost</b>	<b>\$4,285,160</b>



## APPENDIX A: PROPOSED SITE PLAN AND PROCESS FLOW DIAGRAMS

9/15/2022 9:55:12 AM - C:\USERS\STEVE\_GUARD\DCOCSITETRA TECH\INC\2000-11458-20001\CHICKASAW WWTP\WORKING FILES\CAD\DWG\FILES\WTP SITE\G-0014 SITE KEY.PLAN.DWG - GUARD, STEVEN



AREA NO.	STRUCTURES	SHEET NUMBERS
2	PERIMETER BERM	0201-0299
5	ADMINISTRATIVE BUILDING	0501-0599
10	HEADWORKS	1001-1099
15	PRIMARY CLARIFIERS	1501-1599
20	AERATION BASIN INFLUENT SPLITTER BOX	2001-2099
25	AERATION BASIN	2501-2599
30	BLOWER BUILDING	3001-3099
35	SECONDARY CLARIFIER FLOW SPLITTER BOX	3501-3599
40	SECONDARY CLARIFIERS	4001-4099
45	OPDES/IPR FLOW SPLITTER BOX	4501-4599
50	TERTIARY FILTRATION	5001-5099
55	UV DISINFECTION	5501-5599
60	EFFLUENT PUMPING/OUTFALL	6001-6099
65	RAS/WAS/SCUM PUMP STATION	6501-6599
70	WAS THICKENING	7001-7099
75	ANAEROBIC DIGESTERS	7501-7599
80	SLUDGE STORAGE	8001-8099
85	EMERGENCY GENERATOR	8501-8599

PLAN  
SCALE: 1" = 60'



www.tetrattech.com  
7645 E 63rd STREET, SUITE 301  
TULSA, OKLAHOMA 74133  
PH: (918) 249-9809

MARK	DATE	DESCRIPTION	BY

CITY OF BARTLESVILLE  
CHICKASAW WWTP AND COLLECTION  
SYSTEM IMPROVEMENTS  
SITE KEY PLAN

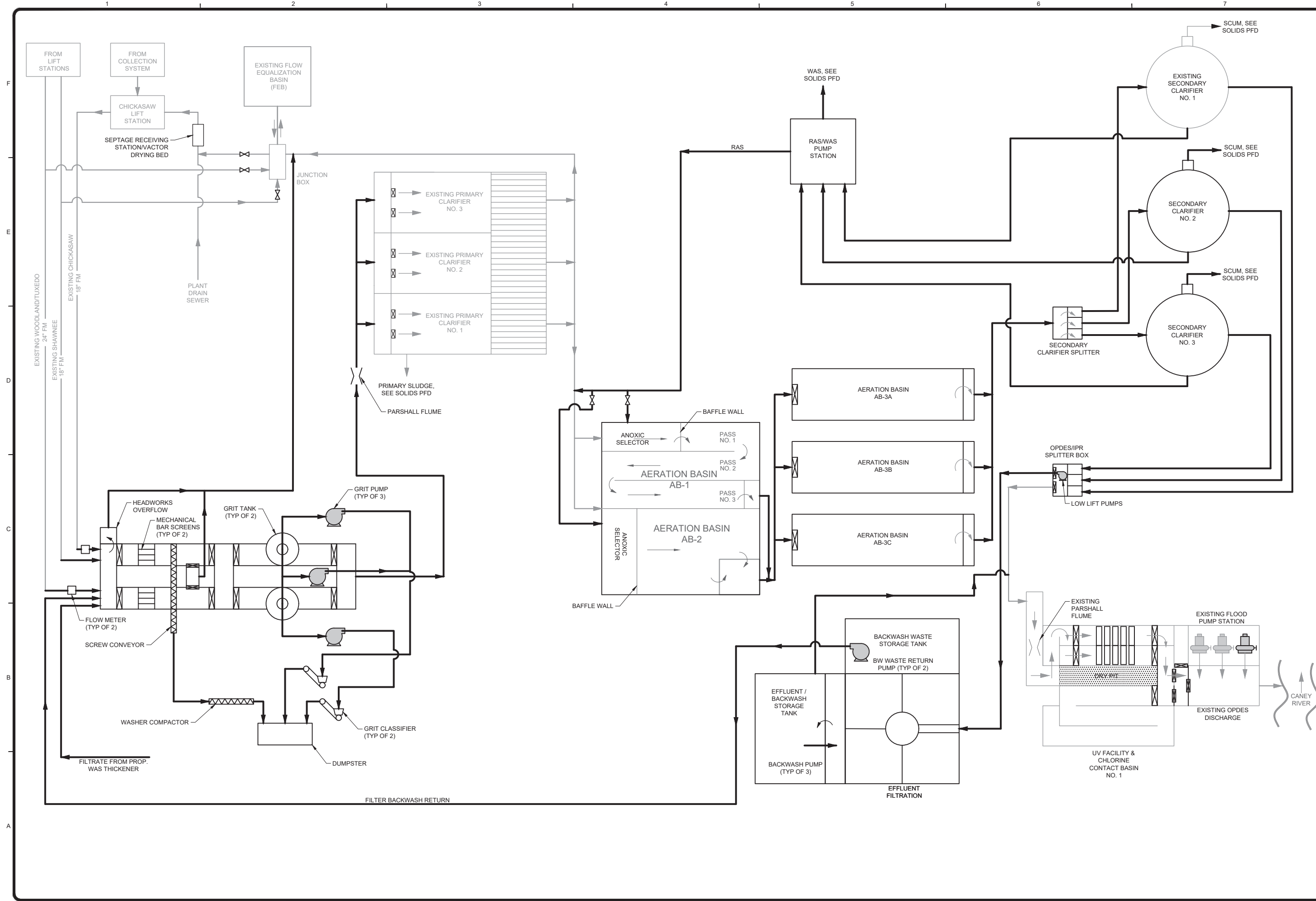
PROJ: 200-11458-20001  
DESN: MS  
DRWN: SGG  
CHKD:

G-0014

Copyright Tetra Tech

Bar Measures 1 inch, otherwise drawing not to scale

9/15/2022 9:10:37 AM - C:\USERS\STEVE\_GUARDVAC\DCS\TETRA TECH\INC\2000-11458-20001 CHICKASAW WWTPT\WORKING FILES\CAD\SHEETFILES\WWTPT SITE\G-0010 PROPOSED LIQUID PROCESS FLOW DIAGRAM.DWG - GUARD, STEVEN



**TETRA TECH**  
www.tetra-tech.com  
7645 E 63rd STREET, SUITE 301  
TULSA, OKLAHOMA 74133  
PH: (918) 249-9909

MARK	DATE	DESCRIPTION

BY: \_\_\_\_\_

CITY OF BARTLESVILLE  
CHICKASAW WWTPT AND COLLECTION SYSTEM IMPROVEMENTS

**PROPOSED LIQUID PROCESS FLOW DIAGRAM**

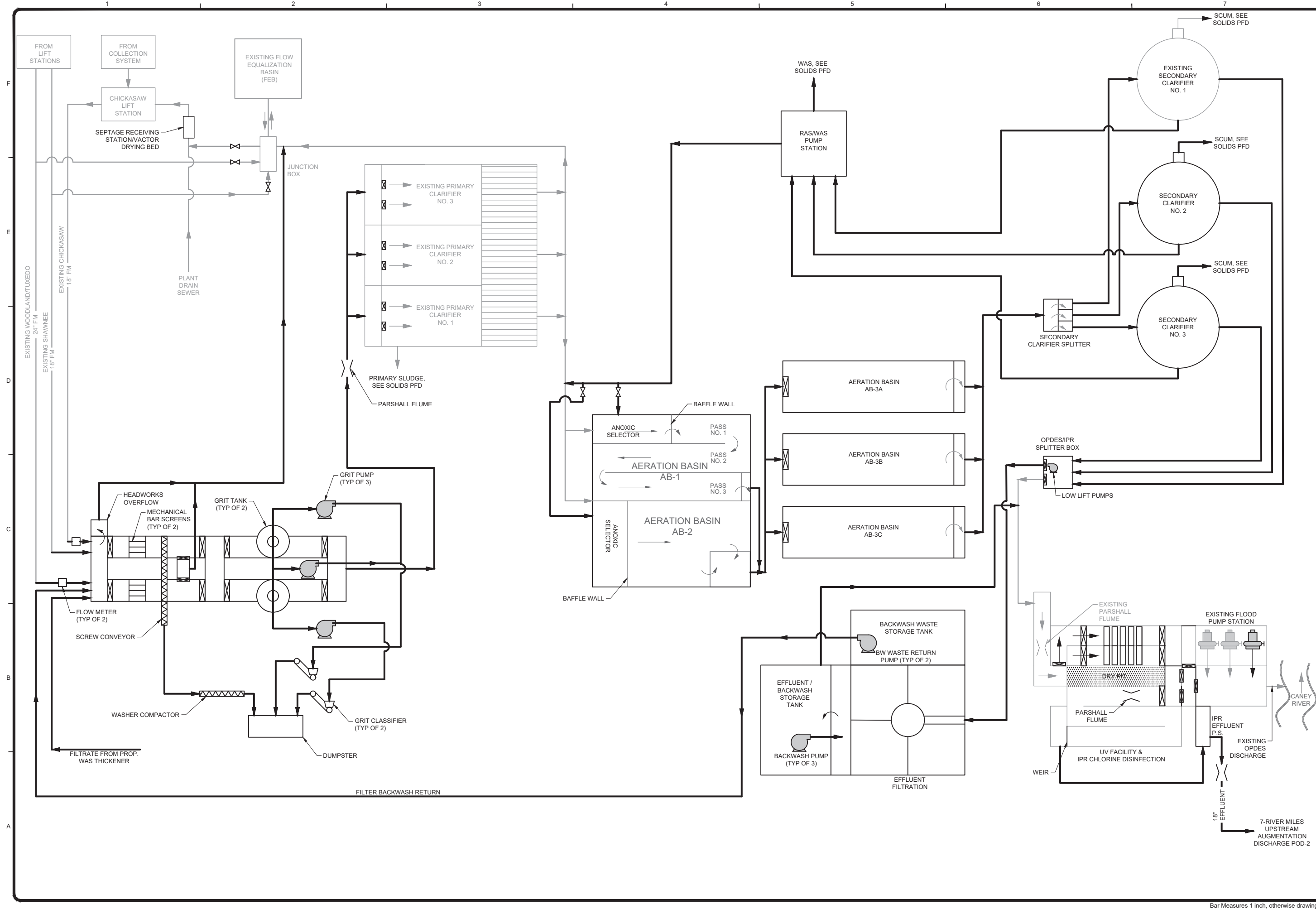
PROJ: 200-11458-20001  
DESN: MS  
DRWN: SG  
CHKD: \_\_\_\_\_

**G-0010**  
Sheet

Copyright Tetra Tech

Bar Measures 1 inch, otherwise drawing not to scale

9/15/2022 9:11:39 AM - C:\USERS\STEVE\_GUARD\ACCDOS\TETRA TECH\INC\2000-11458-20001\CHICKASAW\WTP\WORKING FILES\CAD\SHEETFILES\WTP SITE\G-0011\PROPOSED LIQUID IPR PROCESS FLOW DIAGRAM.DWG - GUARD, STEVEN



**TETRA TECH**

www.tetra-tech.com  
7645 E 63rd STREET, SUITE 301  
TULSA, OKLAHOMA 74133  
PH: (918) 249-9809

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

MARK: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

**CITY OF BARTLESVILLE**  
CHICKASAW WTP AND COLLECTION SYSTEM IMPROVEMENTS

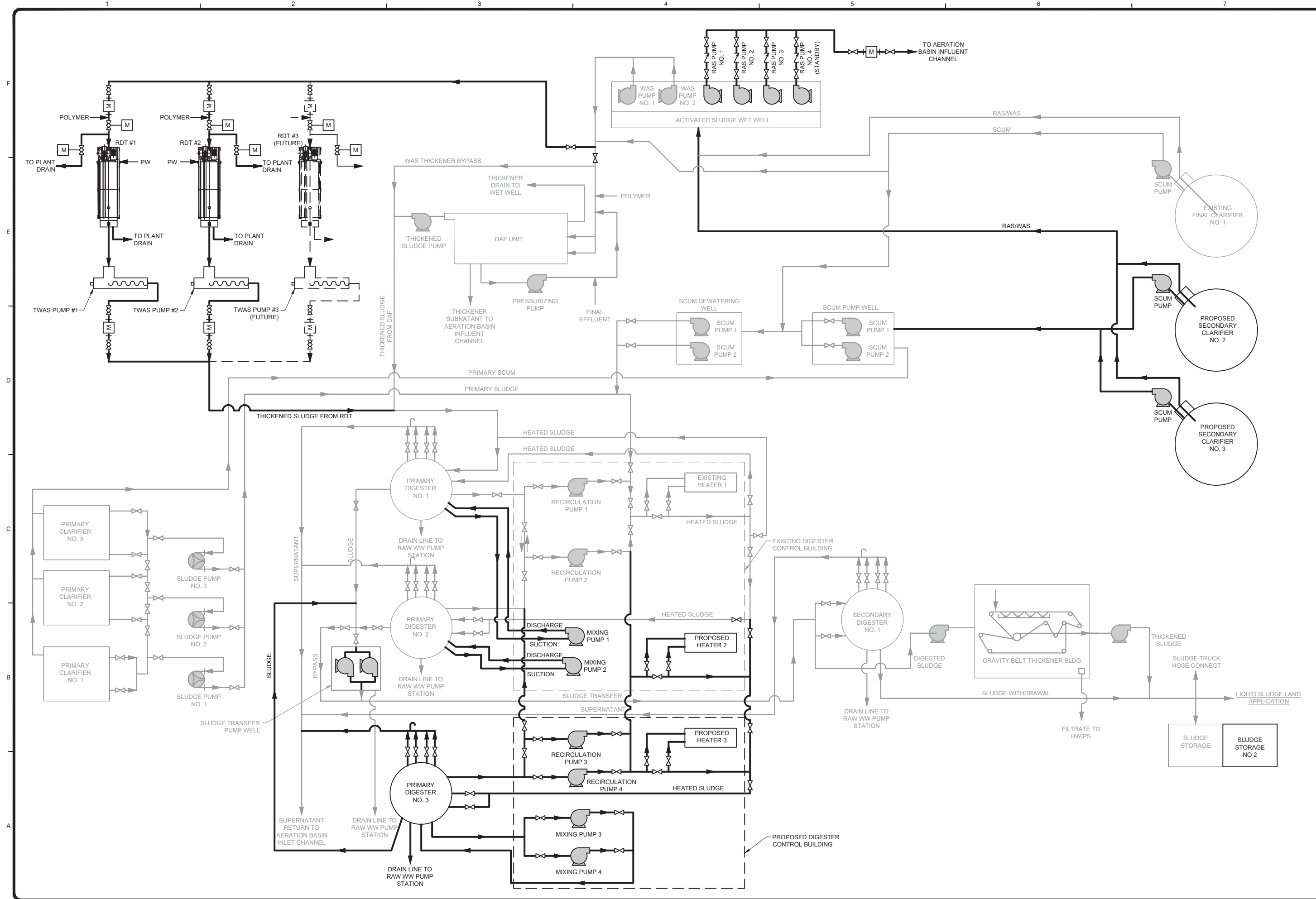
**PROPOSED LIQUID IPR PROCESS FLOW DIAGRAM**

PROJ:	200-11458-20001
DESIGN:	MS
DRWN:	SG
CHKD:	

**G-0011**  
Sheet

Bar Measures 1 inch, otherwise drawing not to scale

9/15/2022 9:12:56 AM - C:\USERS\STEVE\_GUARD\DCOS\TETRA TECH\INC2001-1458-2001\CHICKASAW\WTP\WORKING FILES\CAD\SHEET\FILES\WTP SITE\G-0012 PROPOSED SOLIDS PROCESS FLOW DIAGRAM.DWG - GUARD, STEVEN



**TETRA TECH**  
www.tetra-tech.com  
7845 E 63rd STREET, SUITE 301  
TULSA, OKLAHOMA 74133  
PH: (918) 249-9809

**PROPOSED SOLIDS PROCESS FLOW DIAGRAM**

MARK	DATE	DESCRIPTION

BY	
----	--

CITY OF BARTLESVILLE	PROJECT: 200-11458-20001
CHICKASAW WTP AND COLLECTION SYSTEM IMPROVEMENTS	DESIGN: MS
<b>PROPOSED SOLIDS PROCESS FLOW DIAGRAM</b>	DRAWN: SG
	CHECKED:
<b>G-0012</b>	Sheet

Bar Measures 1 inch, otherwise drawing not to scale

ADDENDUM A

NOV 27 2023

*R. Hildebrand*

FILED BY:

~~of Bartlesville~~

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

“NR” Denotes missing required information

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

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



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

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

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

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

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

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

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

**Accounts Receivable**

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

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

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

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

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

**For DEQ:**

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

**For Respondent:**

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

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

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

**FOR CITY OF BARTLESVILLE:**

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

*November 6, 2023*  
\_\_\_\_\_  
DATE

**FOR OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY:**

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

*11-27-23*  
\_\_\_\_\_  
DATE



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

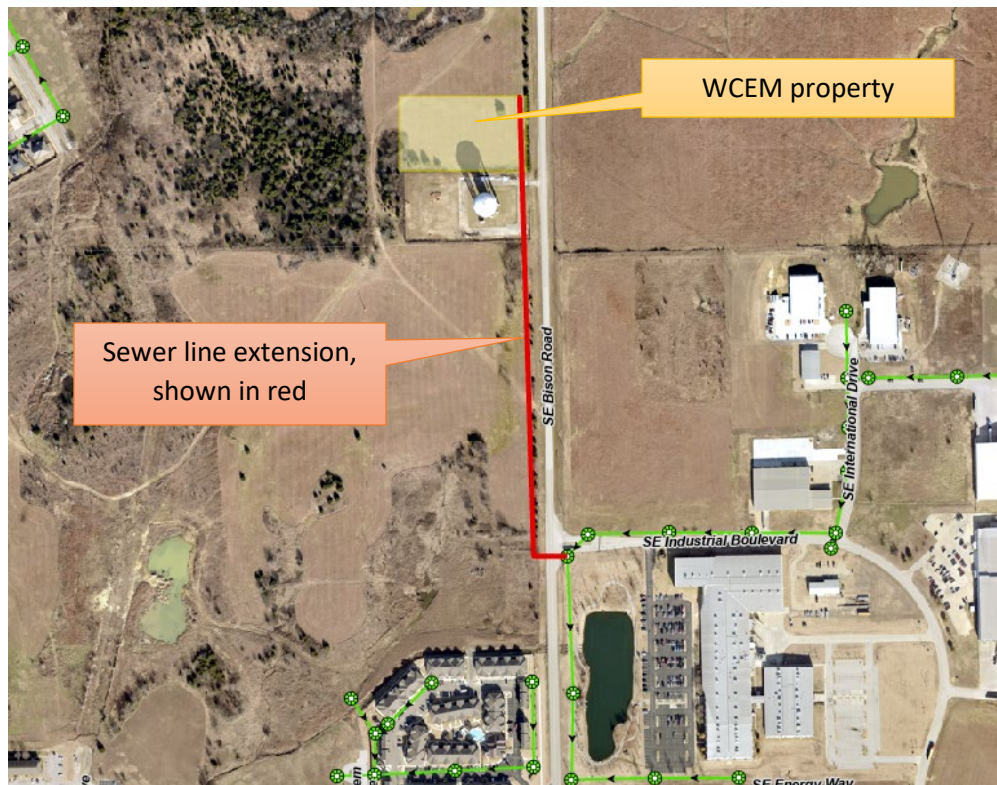
Approval of an Interlocal Agreement between the Board of County Commissioners of Washington County, Oklahoma and the City of Bartlesville to complete a road bore under Bison Road to advance the sewer installation at the intersection of Bison Road and Highway 60.

*Attachments:*

Interlocal Agreement

**II. STAFF COMMENTS AND ANALYSIS**

Washington County Emergency Management is constructing a new facility on the west side of Bison Road, approximately 3,000 feet north of US Highway 60. The development requires the extension of a sanitary sewer line to serve the new facility – the line can also serve future development along a portion of Bison Road. The proposed sewer extension will start on the east side of Bison Road, at the intersection of Industrial Boulevard, cross to the west side of Bison Road via a road bore, and then extend north to the north side of the Emergency Management property, as shown by the exhibit below.



Whaling Construction was hired by Steve Adams to install the sewer line extension, but Whaling did not include boring Bison Road in his bid. The sewer line extension has languished for months with no progress and the County is stepping in to complete the road bore portion of the project.

**III. BUDGET IMPACT**

None

**IV. RECOMMENDED ACTION**

Staff recommends approval of agreement.

# INTERLOCAL AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the BOARD OF COUNTY COMMISSIONERS of Washington County, Oklahoma, hereinafter called "County" and City of Bartlesville, Oklahoma ("City").

**WITNESSETH:**

**WHEREAS**, by virtue of 74 O.S. Section 1008 (2011), local governmental units are authorized to enter into agreements for joint or cooperative action; and

**WHEREAS**, County and City are desirous of jointly advancing the sewer installation at the intersection of Bison Road and Highway 60, in compliance with the City's bore requirement. This joint project will be mutually advantageous to both units of government as it will ensure compliance with the City's regulations, expand residential development and ad valorem tax collection, and facilitate completion of County's EOC facility;

**THEREFORE**, in consideration of the covenants, provisions and conditions hereinafter contained, the parties hereby agree as follows:

County agrees to bid and complete the road bore (approximately 76LF under Bison Road) in accordance with competitive bidding statutes and in accordance with previous City Council approval of PLAT-0423-0018/19, which stipulates construction in accordance with City staff approved construction plans, providing a two-year maintenance bond (15% of cost of materials and labor) and payment of an inspection fee (2.5% of the cost of the improvements) of said road bore.

Each party, to the extent allowed by law, agrees to hold the other harmless from all claims, damages, injuries or liability which might arise or result from the performance of this construction.

Neither party shall assign the rights, duties, or obligations of or arising from this agreement without the express written consent of the other.

This agreement shall automatically renew annually until the road bore portion of the sewer line construction is complete and accepted by the City unless terminated by either party by providing sixty (60) days written notice to the other by certified mail.

This agreement has been approved and authorized by the governing body of each party to this agreement.

BOARD OF COUNTY COMMISSIONERS  
Washington COUNTY, OKLAHOMA

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:  
Washington County Clerk \_\_\_\_\_

Approved as to form:

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

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

\_\_\_\_\_  
Mayor of City of Bartlesville

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

Take action on a request to update sidewalk Ordinance #3555– To be tabled to the City Council Meeting in February

**II. STAFF COMMENTS AND ANALYSIS**

This item is being tabled for consideration after thorough review and discussions with council members. Having been previously discussed and reviewed in meetings with council members, Ordinance #3555 has undergone revisions that include the introduction of a definition for "Legacy Subdivisions" (subdivisions approved before 2000) with potential exemptions from sidewalk requirements. The amendments also emphasize the inclusion of sidewalks in new or refurbished transportation projects, introduce a "sidewalk fee-in-lieu" option to address 'orphaned sidewalks,' remove the "Payment in-kind option" for simplification, clarify "Critical Sidewalk Areas" within 100 feet of construction projects or existing sidewalks, and eliminate a restriction on the use of fees-in-lieu, allowing for greater flexibility in fund allocation. These changes reflect our ongoing commitment to enhancing pedestrian infrastructure and urban planning in Bartlesville, with valuable input from council members during the review process.

**III. RECOMMENDED ACTION**

Table item to the City Council meeting in February and the continuation of the moratorium on the existing Sidewalk Ordinance #3555



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

A resolution 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.

Attachments:

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

**II. STAFF COMMENTS AND ANALYSIS**

The City of Bartlesville has received \$5,000 from Patriot auto Group that is restricted to be used for the Fire Department.

**III. BUDGET IMPACT**

Budgetary impact nets zero but is vital to the scope of this project, \$5,000 increase in revenue and \$5,000 increase in expenditure.

**IV. RECOMMENDED ACTION**

Staff Recommends approval of resolution to appropriate funds.

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

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

---

**WHEREAS,** THE City of Bartlesville has received a donation in the amount of \$5,000; and

**WHEREAS,** the City of Bartlesville needs to appropriate \$5,000 of these revenues prior to their expenditure;

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

The Fire Dept (250) of the Restricted Revenue Fund (243) shall be increased as follows:

Other Services (53310)	\$	5,000
------------------------	----	-------

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 2<sup>nd</sup> DAY OF JANUARY, 2024.**

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

**Attest:**

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



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

A resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2023-2024, appropriating 2023 General Obligation Bond proceeds

Attachments:

2023 G.O. Bond Resolution

**II. STAFF COMMENTS AND ANALYSIS**

This issuance was for \$6.9 Million and funds must be appropriated prior to their expenditure on voter-approved projects. Appropriations total \$6,900,000.

**III. RECOMMENDED ACTION**

Staff recommends approval of the resolution to appropriate 2023 G.O. Bonds funds.

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

**A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2023–2024, APPROPRIATING GENERAL OBLIGATION BOND PROCEEDS FROM THE 2023 ISSUANCE.**

---

**WHEREAS**, the City of Bartlesville has received 6,900,000.00 in bond proceeds; and

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

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

**Section 1.** The Accounting and Finance Department (130) of the 2023 G.O. Bond Fund (489) shall be increased as follows for costs of issuance:

Financial Services (52210)	\$104,230
----------------------------	-----------

**Section 2.** The General Services Department (170) of the 2023 G.O. Bond Fund (489) shall be increased as follows for costs of issuance:

Other Improvements (55930)	\$1,083,000
----------------------------	-------------

**Section 3.** The Fire Department (250) of the 2023 G.O. Bond Fund (489) shall be increased as follows for costs of issuance:

Other Improvements (55930)	\$633,000
----------------------------	-----------

**Section 4.** The Street Department (328) of the 2023 G.O. Bond Fund (489) shall be increased as follows for costs of issuance:

Other Improvements (55930)	\$4,139,770
----------------------------	-------------

**Section 6.** The Park & Rec Department (431) of the 2023 G.O. Bond Fund (489) shall be increased as follows for costs of issuance:

Other Improvements (55930)	\$940,000
----------------------------	-----------

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE  
CITY OF BARTLESVILLE THIS 2<sup>nd</sup> DAY OF JANUARY, 2024.**

---

**Mayor**

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

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

Receipt of Interim Financials for the five months ending November 30, 2023.

Attachments:

Interim Financials for November 30, 2023

**II. STAFF COMMENTS AND ANALYSIS**

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



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

For The Five Months Ended November 30, 2023

**CITY COUNCIL**

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager  
Mike Bailey

Prepared by:

Jason Muninger  
Finance Director

Alicia Shelton  
Accountant

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

**HIGHLIGHTS**

**MAJOR FUNDS:**

GENERAL FUND

WASTEWATER OPERATING/BMA WASTEWATER FUNDS

WATER OPERATING/BMA WATER FUNDS

SANITATION

**OTHER FUNDS:**

REVENUE BUDGET STATUS

EXPENDITURE BUDGET STATUS

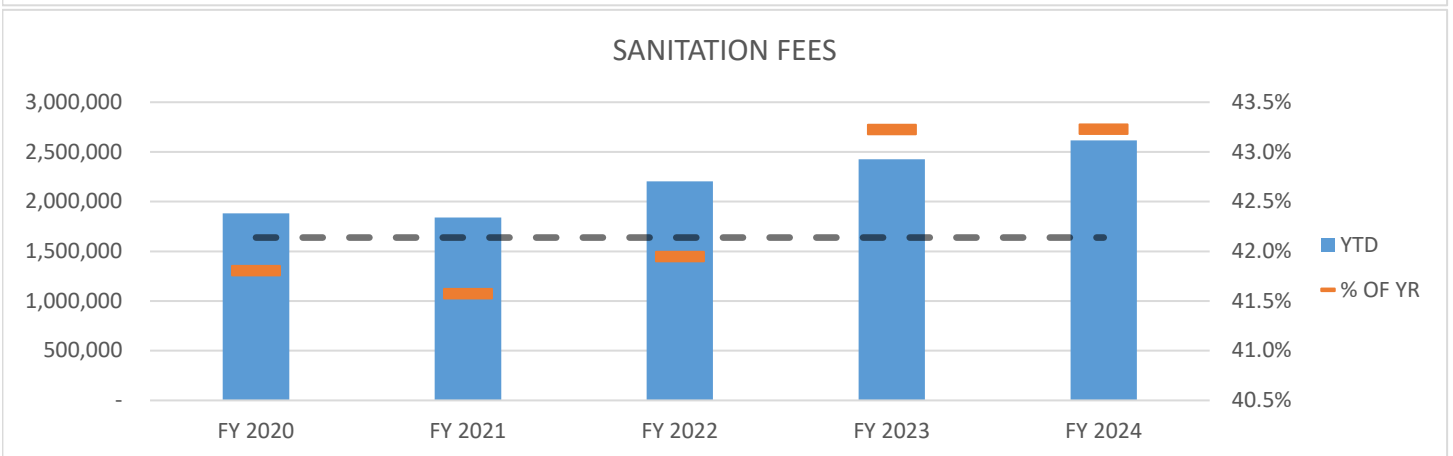
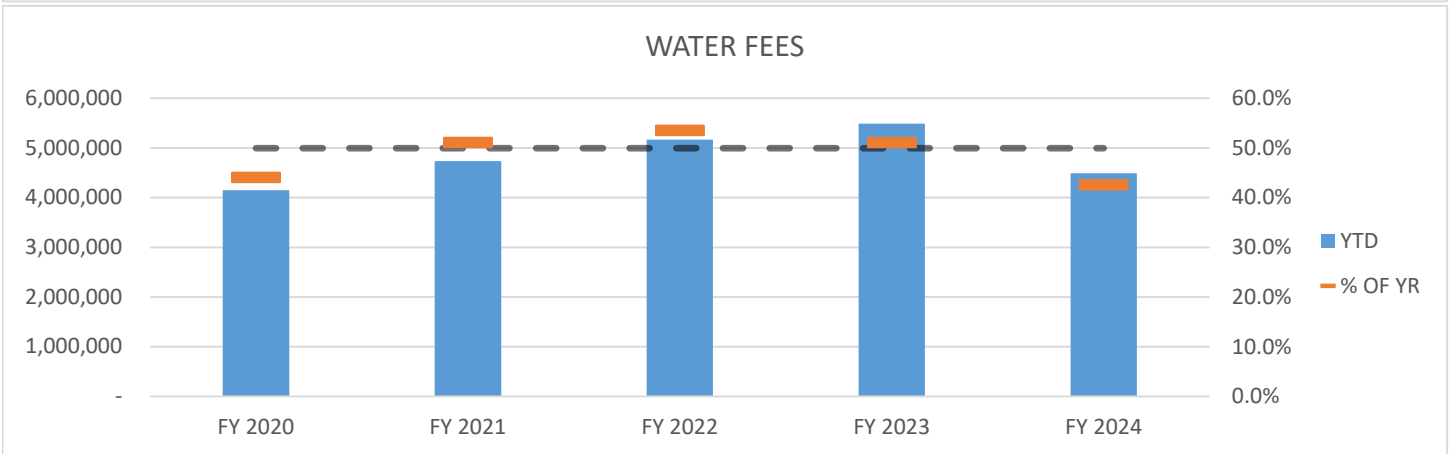
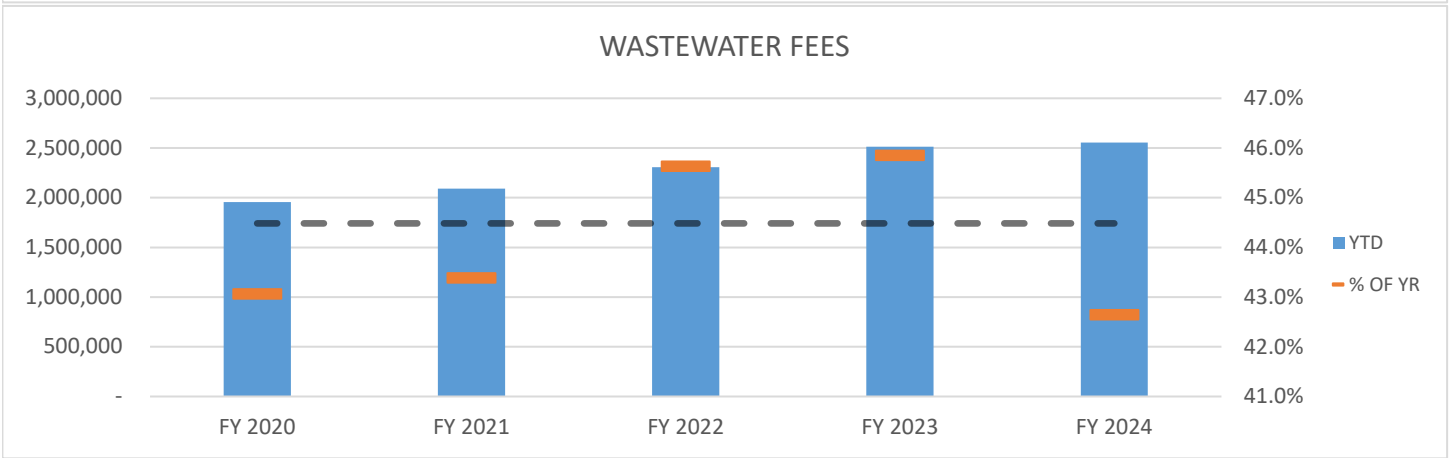
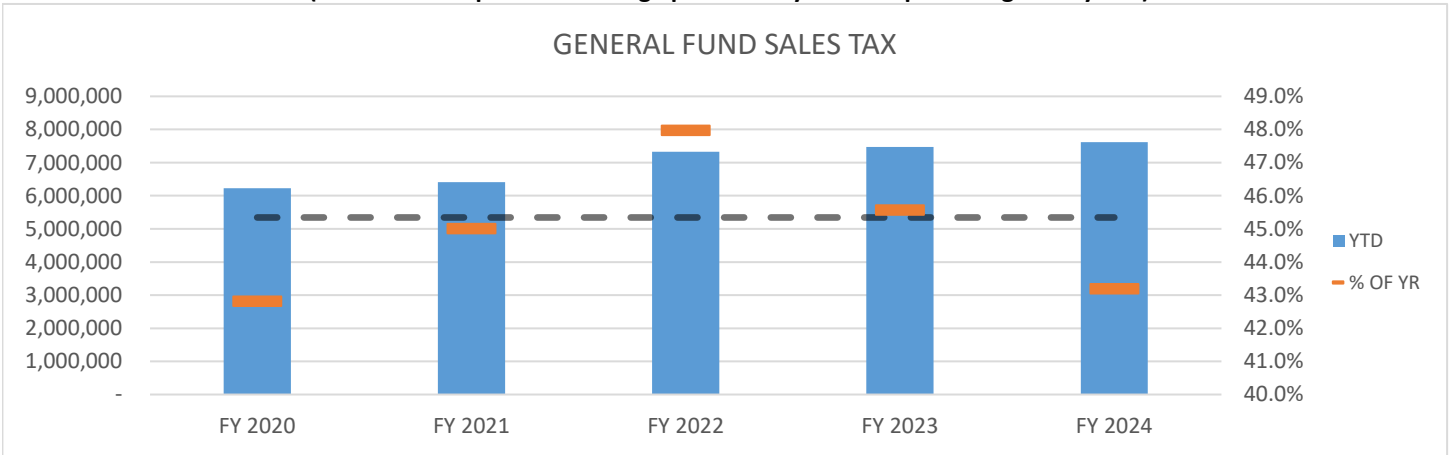
CHANGE IN FUND BALANCE

**EXPLANATORY MEMO**



## FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



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

42% 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	\$ 7,351,648	\$ 7,621,805	\$ -	\$ 7,621,805	43.2%	\$ 7,476,939	41.3%
Use Tax	2,500,000	1,041,667	1,933,025	-	1,933,025	77.3%	-	0.0%
Gross Receipt Tax	1,582,000	659,167	682,615	-	682,615	43.1%	648,132	39.8%
Licenses and Permits	256,700	106,958	174,513	-	174,513	68.0%	169,499	65.9%
Intergovernmental	700,400	291,833	285,118	-	285,118	40.7%	332,747	46.7%
Charges for Services	478,800	199,500	283,560	-	283,560	59.2%	248,377	41.5%
Court Costs	160,000	66,667	68,592	-	68,592	42.9%	84,808	44.6%
Police/Traffic Fines	460,000	191,667	135,772	-	135,772	29.5%	175,370	43.3%
Parking Fines	68,200	28,417	20,700	-	20,700	30.4%	20,960	43.7%
Other Fines	80,400	33,500	23,160	-	23,160	28.8%	30,678	43.7%
Investment Income	150,000	62,500	1,396,239	-	1,396,239	930.8%	41,667	4.3%
Miscellaneous Income	875,700	364,875	456,129	-	456,129	52.1%	162,534	21.6%
Transfers In	<u>6,561,228</u>	<u>2,733,845</u>	<u>2,733,852</u>	<u>-</u>	<u>2,733,852</u>	41.7%	<u>3,821,233</u>	41.7%
<b>Total</b>	<b><u>\$ 31,517,383</u></b>	<b><u>\$ 13,132,244</u></b>	<b><u>\$ 15,815,081</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 15,815,081</u></b>	<b>50.2%</b>	<b><u>\$ 13,212,943</u></b>	<b>38.3%</b>
<b>Expenditures:</b>								
General Government	\$ 8,965,657	\$ 3,735,690	\$ 3,275,641	\$ 198,431	\$ 3,474,072	38.7%	\$ 3,567,183	43.5%
Public Safety	16,604,031	6,918,346	6,600,513	179,898	6,780,411	40.8%	6,365,816	41.2%
Street	2,051,398	854,749	717,178	(5,923)	711,255	34.7%	757,869	42.1%
Culture and Recreation	3,666,412	1,527,672	1,363,780	8,092	1,371,872	37.4%	1,358,952	41.7%
Transfers Out	4,189,369	1,745,570	1,745,490	-	1,745,490	41.7%	1,671,322	41.7%
Reserves	<u>1,194,800</u>	<u>497,833</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
<b>Total</b>	<b><u>\$ 36,671,667</u></b>	<b><u>\$ 15,279,860</u></b>	<b><u>\$ 13,702,602</u></b>	<b><u>\$ 380,498</u></b>	<b><u>\$ 14,083,100</u></b>	<b>38.4%</b>	<b><u>\$ 13,721,142</u></b>	<b>41.9%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 6,559,526					
Net Revenue (Expense)			<u>2,112,479</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 8,672,005</u></b>					

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

42% of Year Lapsed

	<b>2022-23 Fiscal Year</b>					<b>% of Budget</b>	<b>2021-22 Fiscal Year</b>	
	<b>Total Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Encum</b>	<b>YTD Total</b>		<b>YTD Total</b>	<b>% Total Year</b>
<b>Revenue:</b>								
Wastewater Fees	\$ 6,007,344	\$ 2,503,060	\$ 2,555,414	\$ -	\$ 2,555,414	42.5%	\$ 2,519,254	50.5%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	<u>30,000</u>	<u>12,500</u>	<u>543</u>	<u>-</u>	<u>543</u>	1.8%	<u>517</u>	2.5%
<b>Total</b>	<b><u>\$ 6,037,344</u></b>	<b><u>\$ 2,515,560</u></b>	<b><u>\$ 2,555,957</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 2,555,957</u></b>	<b>42.3%</b>	<b><u>\$ 2,519,771</u></b>	<b>50.3%</b>
<b>Expenditures:</b>								
Wastewater Plant	\$ 2,965,385	\$ 1,235,577	\$ 1,251,436	\$ 1,678,766	\$ 2,930,203	98.8%	\$ 2,671,468	100.1%
Wastewater Maint	861,009	358,754	337,268	932	338,200	39.3%	268,168	41.0%
BMA Expenses	27,735	11,556	13,883	-	13,883	50.1%	13,954	N.A.
Transfers Out	1,646,975	686,240	686,246	-	686,246	41.7%	684,414	47.5%
Reserves	<u>88,790</u>	<u>36,996</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>\$ 2,329,123</u></b>	<b><u>\$ 2,288,833</u></b>	<b><u>\$ 1,679,698</u></b>	<b><u>\$ 3,968,532</u></b>	<b>71.0%</b>	<b><u>\$ 3,638,004</u></b>	<b>76.4%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 2,904,457					
Net Revenue (Expense)			<u>267,124</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 3,171,581</u></b>					

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

42% of Year Lapsed

	<b>2022-23 Fiscal Year</b>					<b>% of Budget</b>	<b>2021-22 Fiscal Year</b>	
	<b>Total Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Encum</b>	<b>YTD Total</b>		<b>YTD Total</b>	<b>% Total Year</b>
<b>Revenue:</b>								
Water Fees	\$ 11,091,140	\$ 4,621,308	\$ 4,726,841	\$ -	\$ 4,726,841	42.6%	\$ 5,754,426	54.7%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	-	-	293	-	293	N.A.	1,930	191.1%
<b>Total</b>	<b>\$ 11,091,140</b>	<b>\$ 4,621,308</b>	<b>\$ 4,727,134</b>	<b>\$ -</b>	<b>\$ 4,727,134</b>	<b>42.6%</b>	<b>\$ 5,756,356</b>	<b>54.7%</b>
<b>Expenditures:</b>								
Water Plant	\$ 3,930,908	\$ 1,637,878	\$ 1,445,033	\$ 153,416	\$ 1,598,449	40.7%	\$ 1,825,762	65.7%
Water Administration	403,611	168,171	143,605	42,556	186,161	46.1%	160,497	47.5%
Water Distribution	2,251,525	938,135	712,584	(43,494)	669,090	29.7%	772,947	57.3%
BMA Expenses	3,826,024	1,594,177	1,744,093	(14,530)	1,729,563	45.2%	19,336	0.6%
Transfers Out	2,585,280	1,077,200	1,077,207	-	1,077,207	41.7%	1,070,584	47.8%
Reserves	294,520	122,717	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b>\$ 13,291,868</b>	<b>\$ 5,538,278</b>	<b>\$ 5,122,522</b>	<b>\$ 137,948</b>	<b>\$ 5,260,470</b>	<b>39.6%</b>	<b>\$ 3,849,126</b>	<b>39.7%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 7,243,671					
Net Revenue (Expense)			(395,388)					
<b>Ending Fund Balance</b>			<b>\$ 6,848,283</b>					

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

42% 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	\$ 2,522,994	\$ 2,576,020	\$ -	\$ 2,576,020	42.5%	\$ 2,386,254	41.3%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	173,239	45,669	57,531	-	57,531	33.2%	62,895	37.8%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
<b>Total</b>	<b><u>\$ 6,228,424</u></b>	<b><u>\$ 2,568,663</u></b>	<b><u>\$ 2,633,551</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 2,633,551</u></b>	<b>42.3%</b>	<b><u>\$ 2,449,149</u></b>	<b>41.2%</b>
<b>Expenditures:</b>								
Sanitation	\$ 3,564,131	\$ 1,485,055	\$ 1,244,501	\$ 415,792	\$ 1,660,293	46.6%	\$ 1,359,554	41.6%
Transfers Out	2,649,730	1,104,054	1,104,060	-	1,104,060	41.7%	1,103,106	41.7%
Reserves	134,997	56,249	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b><u>\$ 6,348,858</u></b>	<b><u>\$ 2,645,358</u></b>	<b><u>\$ 2,348,561</u></b>	<b><u>\$ 415,792</u></b>	<b><u>\$ 2,764,353</u></b>	<b>43.5%</b>	<b><u>\$ 2,462,660</u></b>	<b>41.7%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 322,482					
Net Revenue (Expense)			<u>284,990</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 607,472</u></b>					

**ALL OTHER FUNDS**

## Revenue Budget Report - Budget Basis

42% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
<b>Special Revenue Funds:</b>			
Economic Development Fund	1,902,083	813,256	43%
E-911 Fund	1,095,403	468,387	43%
Special Library Fund	88,000	53,687	61%
Special Museum Fund	-	27,739	N/A
Municipal Airport Fund	-	-	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	50,000	67,732	135%
Golf Course Memorial Fund	-	25,050	N/A
CDBG-COVID	-	-	N/A
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	2,600	1,203	46%
Debt Service Fund	4,818,069	86,683	2%
<b>Capital Project Funds:</b>			
Sales Tax Capital Improvement Fund	3,330,030	1,701,169	51%
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	-	216,987	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
2023 G.O. Bond Fund	-	138,000	N/A
<b>Proprietary Funds:</b>			
Adams Golf Course Operating Fund	663,654	323,167	49%
Sooner Pool Operating Fund	72,245	30,105	42%
Frontier Pool Operating Fund	94,205	39,255	42%
Municipal Airport Operating	585,975	312,386	53%
<b>Internal Service Funds:</b>			
Worker's Compensation Fund	93,460	46,608	50%
Health Insurance Fund	3,757,814	2,200,930	59%
Auto Collision Insurance Fund	75,000	31,257	42%
Stabilization Reserve Fund	1,291,774	538,252	42%
Capital Improvement Reserve Fund	6,998,023	3,408,045	49%
Mausoleum Trust Fund	-	-	N/A

**ALL OTHER FUNDS**

## Expenditure Budget Report - Budget Basis

42% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	5,416,131	1,526,364	28%
E-911 Fund	1,226,020	481,762	39%
Special Library Fund	185,000	84,724	46%
Special Museum Fund	51,500	14,751	29%
Municipal Airport Fund	28,508	-	0%
Harshfield Library Donation Fund	382,568	7,650	2%
Restricted Revenue Fund	295,441	65,163	22%
Golf Course Memorial Fund	65,940	47,614	72%
CDBG-COVID	-	-	N/A
ARPA	1,000,000	416,669	42%
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	1,709,234	35%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	5,891,206	790,488	13%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	27,542	-	0%
Wastewater Regulatory Capital Fund	554,842	23,508	4%
City Hall Capital Improvement Fund	170,362	-	0%
Storm Drainage Capital Improvement Fund	55,577	7,447	13%
Community Development Block Grant Fund	-	(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	1,221,300	25%
2023 G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	665,922	349,466	52%
Sooner Pool Operating Fund	79,562	16,395	21%
Frontier Pool Operating Fund	94,230	24,625	26%
Municipal Airport Operating	670,036	267,564	40%
Internal Service Funds:			
Worker's Compensation Fund	430,000	67,195	16%
Health Insurance Fund	4,079,068	2,032,326	50%
Auto Collision Insurance Fund	443,559	33,609	8%
Stabilization Reserve Fund	11,933,651	-	0%
Capital Improvement Reserve Fund	12,390,050	2,074,217	17%
Mausoleum Trust Fund	7,791	-	0%

**ALL OTHER FUNDS**

## Fund Balance Report - Modified Cash Basis

42% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	3,705,288	(110,233)	3,595,055
E-911 Fund	214,997	(11,957)	203,040
Special Library Fund	290,970	(2,637)	288,333
Special Museum Fund	139,059	12,988	152,047
Municipal Airport Fund	80,702	(12,500)	68,202
Harshfield Library Donation Fund	463,144	(640)	462,504
Restricted Revenue Fund	409,319	17,123	426,442
Golf Course Memorial Fund	45,891	(21,539)	24,352
CDBG-COVID	-	-	-
ARPA	1,762,952	(416,669)	1,346,283
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	60,222	-	60,222
Cemetery Care Fund	10,055	1,003	11,058
Debt Service Fund	3,726,110	86,683	3,812,793
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,737,112	624,694	4,361,806
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	162,540	(40,599)	121,941
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	-	209,287	209,287
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	7,686	-	7,686
2014B G.O. Bond Fund	3,886	-	3,886
2015 G.O. Bond Fund	12,444	-	12,444
2017 G.O. Bond Fund	56,485	-	56,485
2018A G.O. Bond Fund	52,547	-	52,547
2018B G.O. Bond Fund	46,204	-	46,204
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	-	327,431
2019B G.O. Bond Fund	397,717	(20,325)	377,392
2021A G.O. Bond Fund	526,494	-	526,494
2022A G.O. Bond Fund	6,765,084	(1,796,872)	4,968,212
2023 G.O. Bond Fund	-	138,000	138,000
Proprietary Funds:			
Adams Golf Course Operating Fund	19,376	42,335	61,711
Sooner Pool Operating Fund	21,830	13,884	35,714
Frontier Pool Operating Fund	23,562	11,247	34,809
Municipal Airport Operating	309,066	58,576	367,642
Internal Service Funds:			
Worker's Compensation Fund	196,884	(7,617)	189,267
Health Insurance Fund	45,564	(2,103)	43,461
Auto Collision Insurance Fund	509,867	(24,552)	485,315
Stabilization Reserve Fund	11,933,651	538,252	12,471,903
Capital Improvement Reserve Fund	17,068,585	2,640,123	19,708,708
Mausoleum Trust Fund	8,164	-	8,164





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

**SUBJECT:** Financial Statement Explanatory Information

---

## **GENERAL INFORMATION**

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

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

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

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

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

These analyses are presented in the final manner:

### Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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

(Published in Bartlesville, OK Examiner-Enterprise 11/25/2023, 11/29/2023, & 12/2/2023)

**INVITATION FOR BIDS**

**City of Bartlesville  
Veterans Memorial  
Bid No. 2023-2024-012**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 18<sup>th</sup> day of December, 2023 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the Engineering Department, 3<sup>rd</sup> Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Plans, specifications, and contract documents may be examined in this office and are available at a nonrefundable charge of **\$25.00** or they can be requested and received via email at no charge (kdtoulou@cityofbartlesville.org).

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

**A mandatory pre-bid conference will be held on December 6th, 2023 at 10:00 a.m. in the City Hall, 3<sup>rd</sup> Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.**

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



<b>1853</b>	<b>SF</b>	<b>5" Thick Pervious Concrete Sidewalk</b>
<b>182</b>	<b>SF</b>	<b>Block Landscape Wall</b>
<b>1</b>	<b>EA</b>	<b>New 50' Tall Flag Pole Installed</b>
<b>6</b>	<b>EA</b>	<b>New 20' Tall Flag Pole Installed</b>
<b>100</b>	<b>LF</b>	<b>3" Schedule 40 Electrical Conduit w/ Conductor</b>
<b>1</b>	<b>LS</b>	<b>Tap Existing Power Supply in Pool Pump Building</b>
<b>3</b>	<b>EA</b>	<b>150 W Above Ground Flag Pole Light</b>

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Veterans Memorial, Bid No. 2023-2024-012**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City. The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

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

**DATED this 20<sup>th</sup> day of November, 2023.**

  
City Clerk  
By:   
Deputy Clerk



**VETERANS MEMORIAL  
BID NO 2023-2024-012**

**ADDENDUM NO. 1**

**14 DECEMBER 2023**

ISSUED TO ALL BID DOCUMENT HOLDERS OF RECORD:

Bidders are instructed to read and note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals, and statements pertinent to the Contract Bid and Construction Documents. The original Contract Documents and Specifications remain in full force and effect, except as modified by the following, which shall take precedence over any contrary provisions in the prior documents.

This addendum forms a part of the Contract Documents and modifies the previously issued Drawings and Specification Sections.

**I. Addendum Acknowledgement:**

**The Addendum Acknowledgement, included at the back of this Addendum, must be signed and returned with your bid proposal.** Failure to return this form acknowledging receipt of the addendum shall be grounds to reject the bid proposal.

**II. PROJECT PLANS:**

**A. SHEET C-4**

1. Note for landscaping wall says “305 SF Brick Landscape Wall Five (5) Courses”. This is not correct. Pavestone wall blocks are the specified material, not bricks. The note should match the detail on Sheet C-5 as Three (3) courses and has been updated. Also, the quantity is 182 SF instead of 305 SF.
2. Pay Item 15 for “USA Flag – Liberty Flags USN1015 or Equal” has been removed from the plans. Flags have been donated already.

**III. SPECIFICATIONS**

**A. BID PROPOSAL FORM**

1. Pay Item 15 for “USA Flag – Liberty Flags USN1015 or Equal” has been removed from the bid proposal form. Flags have been donated already.

**IV. GENERAL:**

**A. PLANT SIZE**

**VETERANS MEMORIAL  
BID NO 2023-2024-012**

**ADDENDUM NO. 1**

**14 DECEMBER 2023**

1. Plants should be 1 gallon
- B. PERVIOUS CONCRETE**
  1. Regarding NRMCA requirement, the City will accept pervious concrete mix designs and service from ready-mix companies that are not NRMCA approved assuming they can provide an adequate mix design.

(Sign Addendum Acknowledgement on next page and turn in with Bid Proposal)

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of Addendum No. 1, and the bid submitted is in accordance as set forth herein.

\_\_\_\_\_  
Name of Bidder

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

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

**BID PROPOSAL FORM**

Veterans Memorial

Bid No. 2023-2024-012

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements and conditions of roads, streets, utilities and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; (3) the normal existing, and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required supplies, equipment, tools, and plant; to perform all necessary labor; and to install, construct, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached, for and in connection with the contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and proof of insurance and to enter into a contract within fourteen (14) days after the acceptance of this proposal, and further agrees to complete the work within a period of time not to exceed Sixty (60) working days following receipt of the Owner's Work Order authorizing the Contractor to commence work.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of:

\_\_\_\_\_ DOLLARS      \$ \_\_\_\_\_

which the undersigned agrees is to be forfeited to and become the property of the City, as liquidated damages, should this proposal be accepted and the contract be awarded to him, he fails to enter into a contract in the form prescribed and to furnish the required bonds and proof of insurance within fourteen (14) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the contract and delivery of the approved bonds and evidence of insurance to said Owner.

DATED this \_\_\_ day of \_\_\_\_\_, 2024

If an Individual:

d. b. a.:

Signature:

If a Partnership:

Signature:

Typed Name:

If a Corporation:

Signature:

Typed Name:

Title

**ATTEST:**

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

**BID PROPOSAL FORM**  
Veterans Memorial  
Bid No. 2023-2024-012

Addendum No.

Date Received

Signature

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**BID PROPOSAL FORM**

Veterans Memorial

Bid No. 2023-2024-012

<b>BASE BID - VETERANS MEMORIAL</b>					
PAY ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	UNIT PRICE	BID AMOUNT
1	1	LS	Mobilization and Restoration		
2	1	LS	Earthwork, Clearing, & Grubbing		
3	160	LF	Removal of Existing Curbs		
4	215	SY	Separator Fabric		
5	1853	SF	5" Pervious Concrete Sidewalk		
6	75	SF	4" 3000 PSI Concrete Sidewalk		
7	138	CY	No. 57 Stone Base/Reservoir		
8	178	SY	6" Aggregate Base		
9	10	CY	Planting Soil Mix		
10	182	SF	Landscape Wall - Pavestone 4x11.63x6.75 Retaining Wall Block or equal - Color: Oaks Blend		
11	35	SF	Repurposed Sandstone Landscape Wall		
12	332	SF	Landscape Mulch		
13	1	EA	New 50' Tall Flag Pole Installed - Liberty Flags P45010188S or equal		
14	6	EA	New 20' Tall Flag Pole Installed - Liberty Flags P4206156S or equal		
15	20	LF	4" PVC Sleeve		
16	87	LF	6" PVC Overflow Pipe		
17	100	LF	3" Schedule 40 Electrical Conduit Trenched w/ Conductor for 120V power feed to Ground Lights		
18	1	LS	Tap Existing Power Supply in Pool Pump Building - complete in place		
19	3	EA	150W Above Ground Flag Pole Light - Eagle Mountain Model AGLED03 or equal		
20	19	EA	Feather Reed Grass		
21	18	EA	Big Bluestem Grass		



# BID PROPOSAL FORM

Veterans Memorial

Bid No. 2023-2024-012

22	1580	SF	Bermuda Sod		
23	1	EA	Engineer's Allowance	\$ 1,500.00	\$ 1,500.00
TOTAL BASE BID					
TOTAL BASE BID (IN WORDS)					

## ALTERNATE 1 - AUTOMATIC HALYARD FLAG POLE

PAY ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	UNIT PRICE	BID AMOUNT
A1	1	EA	New 50' Tall Flag Pole Installed w/ Automatic Halyard with Concrete Footing - ACME Lingo Electronic Flagpole or equal		
TOTAL ALTERNATE 1 BID					
TOTAL ALTERNATE 1 BID (IN WORDS)					

## ALTERNATE 2 - DEDUCT TO ELIMINATE ELECTRICAL/LIGHTS

PAY ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	UNIT PRICE	BID AMOUNT
A2	1	LS	Deduct to Eliminate Electrical for Ground Lights		
TOTAL ALTERNATE 2 DEDUCT					
TOTAL ALTERNATE 2 DEDUCT (IN WORDS)					

**BID PROPOSAL FORM**  
Veterans Memorial  
Bid No. 2023-2024-012

Name and Address of Bidder

---

---

---

Telephone No.

---

Contact Person:

---

Title:

---

**List the Name and Address of all Proposed Subcontractors**

**Scope and  
Percentage of Work**

<b>List the Name and Address of all Proposed Subcontractors</b>	<b>Scope and Percentage of Work</b>

**BID PROPOSAL FORM**

Veterans Memorial

Bid No. 2023-2024-012

**List the Name and Address of Proposed Major Material  
Suppliers**

**Material**

<b>List the Name and Address of Proposed Major Material Suppliers</b>	<b>Material</b>



**BID PROPOSAL FORM**

Veterans Memorial

Bid No. 2023-2024-012

BID AFFIDAVIT

B. Business Relationship Affidavit

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age being first duly sworn on oath says that he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

\_\_\_\_\_  
Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

\_\_\_\_\_  
Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_  
(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

(Seal)

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

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

GENERAL CONSTRUCTION NOTES

- 1. ALL WORK SHALL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND ALL APPLICABLE CURRENT CITY, STATE, & FEDERAL CODES.
2. THE CONTRACTOR SHALL UTILIZE THE CALL OKIE SYSTEM (1-800-522-6543) AT LEAST 48 HOURS IN ADVANCE OF BEGINNING ANY EXCAVATION.
3. CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS DURING CONSTRUCTION FOR THE SUPPORT AND PROTECTION OF ANY UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, ELECTRIC CABLES, DRAINAGE PIPES, UTILITY SERVICE LINES, AND ANY OTHER STRUCTURES BOTH ABOVE AND BELOW GROUND.
4. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FROM CITY FOR ANY AREAS TO BE USED FOR STAGING, MOBILIZATION, EQUIPMENT AND MATERIAL STORAGE, AND GENERAL PROJECT CONSTRUCTION MANAGEMENT.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT, AND ADJACENT TO, THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND THE GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO PROJECT FREE OF MUD AND DEBRIS CAUSED BY CONSTRUCTION ACTIVITIES.
7. NO EQUIPMENT OR MATERIAL SHALL BE DEPOSITED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION.
8. THE LOCATIONS OF ALL DRIVEWAYS, SIDEWALKS, STRUCTURES, UTILITIES, AND OTHER ITEMS SHOWN ON PLANS ARE APPROXIMATE.
9. THE CONTRACTOR PERSONNEL SHALL WEAR IDENTIFYING CLOTHING OR HATS AT ALL TIMES.
10. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 A.M. AND 7:00 P.M. UNLESS APPROVED OR DIRECTED BY THE CITY ENGINEER.
11. CONSTRUCTION DEBRIS SUCH AS BROKEN CONCRETE, EXCESS FILL, ETC., SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
12. OPERATION OF ANY WATER VALVES THAT MAY BE REQUIRED FOR THE PROJECT SHALL BE PERFORMED BY THE CITY OF BARTLESVILLE WATER UTILITIES DEPARTMENT.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTING, AND SIGNAGE WITHIN AND AROUND THE CONSTRUCTION AREA.
14. CONTRACTOR SHALL FULL-DEPTH SAWCUT EXISTING PAVEMENT AT AREAS TO BE REMOVED.
15. CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE (WITH PRIOR APPROVAL OF LANDOWNER), ALL TREES, SHRUBS, HEDGES, RETAINING WALLS, LANDSCAPING, STRUCTURES, SIDEWALKS, ETC, IN OR NEAR THE PROPOSED CONSTRUCTION AREA.
16. CONTRACTOR SHALL CLEAN AND RESTORE THE AREA OF OPERATIONS AND CONSTRUCTION TO A CONDITION AS GOOD OR BETTER THAN EXISTED PRIOR TO CONSTRUCTION.
17. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AND SHALL NOT ALLOW OBSTRUCTION TO REMAIN THAT CAUSES WATER DAMAGE TO SITE OR ADJACENT PROPERTIES.
18. CONSTRUCTION STAKING CAN BE PROVIDED BY OWNER IF NECESSARY TO ESTABLISH GRADES AND LAYOUT.
19. CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO CONSTRUCT THE STRUCTURE, SLAB, ELECTRICAL, AND SITE WORK FOR A FINISHED PRODUCT.

SELECT BACKFILL NOTES

- 1. SELECT BACKFILL SHALL BE BACKFILLED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
2. SELECT BACKFILL MAY INCLUDE EITHER SELECT BORROW MATERIAL THAT MEETS THE REQUIREMENTS OF ODOT SPECIFICATION SUBSECTION 705.01 AND/OR SELECTIVELY EXCAVATED MATERIAL.
3. SELECT BACKFILL SHALL BE REPRESENTATIVE OF SOILS IN THE VICINITY AND BE REASONABLY FREE OF CLAY LUMPS, OBJECTIONABLE WEEDS, RUBBLE, LITTER, BRUSH, GRADING, OR MAINTENANCE OPERATIONS.
SELECT BACKFILL SHALL NOT CONTAIN MORE THAN 5% BY VOLUME OF STONES, STUMPS, OR OTHER OBJECTS LARGER THAN ONE INCH (1") IN ANY DIMENSION.
SELECT BACKFILL SHALL NOT BE PLACED WHEN THE SUBGRADE IS FROZEN, EXCESSIVELY WET, EXTREMELY DRY, OR IN A CONDITION OTHERWISE DETRIMENTAL TO PROPER GRADING.

PAY ITEMS TABLE

Table with 5 columns: PAY ITEM, ESTIMATED QUANTITY, UNIT, DESCRIPTION OF PAY ITEM, PAY ITEM NOTES. Includes BASE BID items (1-23) and BID ALTERNATES (A1, A2).

UTILITY COMPANY CONTACT INFORMATION

WATER - CITY OF BARTLESVILLE
401 S JOHNSTONE AVENUE
BARTLESVILLE, OKLAHOMA 74003
CONTACT: TERRY LAURITSEN
(918) 338-4107

TELEPHONE - AT&T
119 EAST SIXTH STREET
BARTLESVILLE, OKLAHOMA 74003
CONTACT: JAY HALFERTY
(918) 662-3033

SEWER - CITY OF BARTLESVILLE
4127 S.E. NOWATA ROAD
BARTLESVILLE, OKLAHOMA 74003
CONTACT: TERRY LAURITSEN
(918) 338-4107

CABLE - SPARKLIGHT
4127 S.E. NOWATA ROAD
BARTLESVILLE, OKLAHOMA 74006
CONTACT: JUSTIN LINDLEY
(918) 335-0332

ELECTRIC - AEP / PSO
310 S. COMANCHE AVE.
BARTLESVILLE, OKLAHOMA 74003
CONTACT: JOEY CHAMBERLINGER
(918) 337-1238

GAS - OKLAHOMA NATURAL GAS
3601 NE INDIANA
BARTLESVILLE, OKLAHOMA 74006
CONTACT: SARA SPEAR
(918) 335-5727



PAY ITEM NOTES

- 1. OVERLAPS AND WRAP-AROUNDS IN SEPARATOR FABRIC SHALL NOT BE MEASURED FOR PAYMENT.
2. SAW CUTS, EXPANSION MATERIAL AND DOWELING SHALL BE SUBSIDIARY TO THE CONCRETE PAVEMENT BID ITEMS.
3. REMOVAL OF PAVEMENT INCLUDES ALL SAWCUTTING, WHICH SHALL BE FULL DEPTH, REMOVAL OF ASPHALT, REMOVAL OF CONCRETE, REMOVAL OF SIDEWALK, AND REMOVAL OF CURB & GUTTER.
4. PAY ITEM SHALL COVER ITEMS THAT WERE UNFORSEEN DURING DESIGN AND MAY ONLY BE USED WITH WRITTEN PERMISSION OF THE CITY ENGINEER.
5. PAY ITEM SHALL COVER ALL UNCLASSIFIED EXCAVATION, CLEARING, GRUBBING, SELECT FILL & GRADING ASSOCIATED WITH PREPARING THE SITE FOR OTHER ITEMS OF WORK.
6. PAY ITEM SHALL COVER ALL MATERIAL, EQUIPMENT AND LABOR TO PURCHASE AND INSTALL A NEW P45010188S 50' EMPIRE INTERNAL HALYARD, SATIN FINISH, 117 MPH FLAGGED WIND SPEED, 55' OVERALL LENGTH X 10" BUTT DIAMETER X 0.188" WALL THICKNESS.
7. PAY ITEM SHALL COVER ALL MATERIAL, EQUIPMENT AND LABOR TO PURCHASE AND INSTALL A NEW P42061565 20' EMPIRE INTERNAL HALYARD, SATIN FINISH, 208 MPH FLAGGED WIND SPEED, 22' OVERALL LENGTH X 6" BUTT DIAMETER X 0.156" WALL THICKNESS.
8. 90 DEGREE BENDS SHALL NOT BE PERMITTED FOR ELECTRICAL CONDUIT UNLESS THEY ARE SWEEPING 90 DEGREE BENDS TO FACILITATE PULLING FUTURE CONDUCTOR.
9. 4" PVC SLEEVES SHALL BE INSTALLED FOR FUTURE USE.
10. REMOVAL ITEMS BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE NOTED IN THE PLANS.
11. DISTURBED AREAS SHALL BE SODDED WITH BERMUDA GRASS.
12. PLANS SHOW MINIMUM LIMITS OF SOD INSTALLATION.
13. PAY ITEM SHALL COVER ALL MATERIAL, EQUIPMENT AND LABOR TO PURCHASE AND INSTALL A NEW ACME LINGO FLAGPOLES 50' AUTOMATIC HALYARD FLAG POLE.
14. PAY ITEM INCLUDES, BUT IS NOT LIMITED TO, INSTALLATION OF WALL MOUNTED CONDUIT.
15. PAY ITEM INCLUDES REMOVAL OF EXISTING SIDEWALK TO FACILITATE TRENCHING FOR CONDUIT.
16. PERVIOUS CONCRETE SIDEWALK SHALL BE INSTALLED ACCORDING TO "ACI 522R-10: REPORT ON PERVIOUS CONCRETE".
17. PAY ITEM INCLUDES CONSTRUCTION OF RETAINING WALL FROM CITY-OWNED SANDSTONE THAT WAS SALVAGED FROM THE STATE HIGHWAY 123 BRIDGE PROJECT.
18. PAY ITEM INCLUDES ALL EQUIPMENT, MATERIALS, AND LABOR NECESSARY TO INSTALL FUNCTIONING 6" PVC OVERFLOW DRAIN FROM PERVIOUS CONCRETE RESERVOIR.

Drawing Name: G:\PROJECTS\2023\04\_Veterans Park Memorial\CAD\Veteran Park Memorial\_BASE.dwg Layout Name: Notes & Pay Quantities Plotted On: 12/14/2023 9:03:12 AM



Table with 3 columns: #, DATE, DESCRIPTION

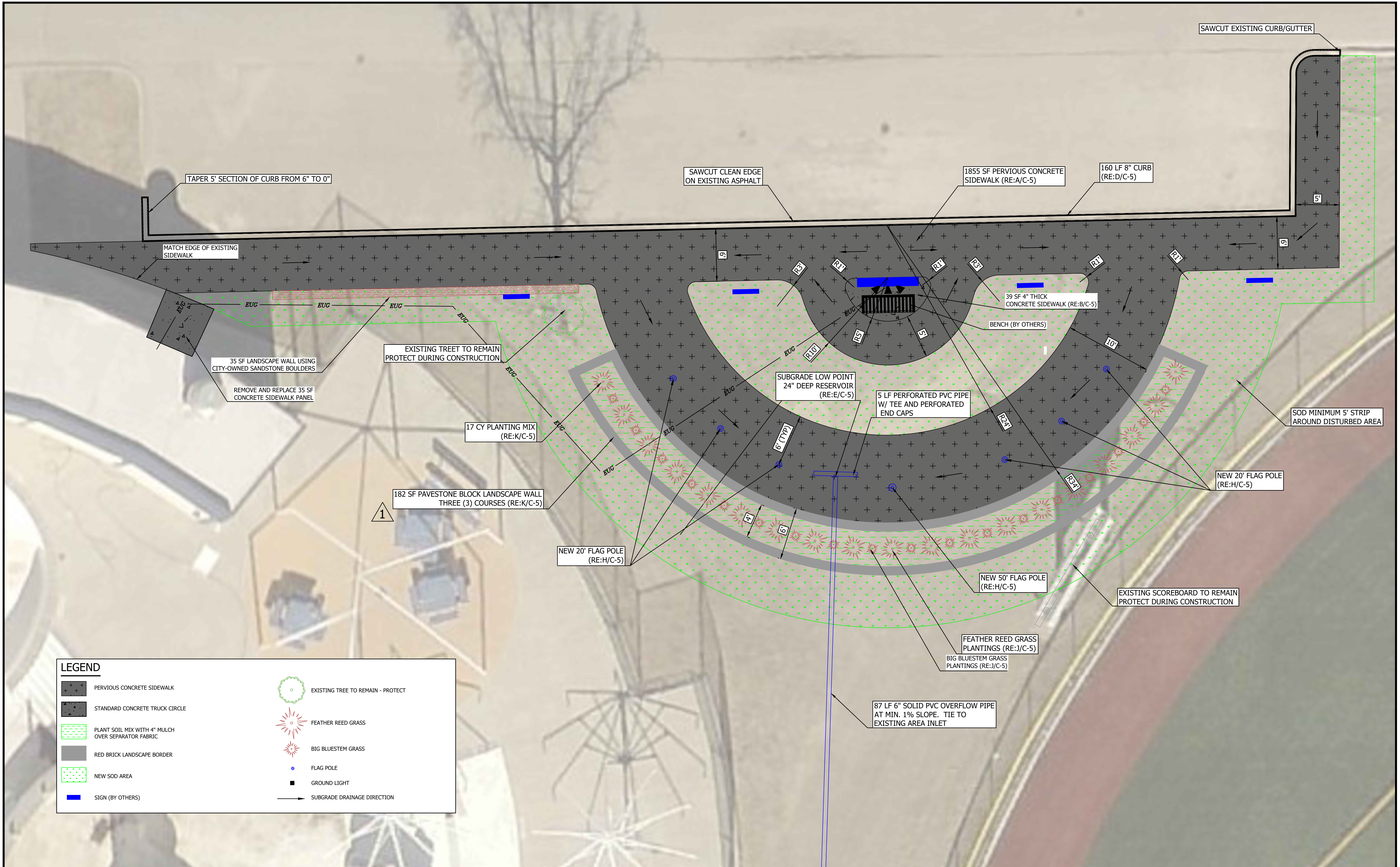
DESIGNED BY: WMS
DRAWN BY: WMS
CHECKED BY: WMS

PROJECT:
VETERANS PARK
MEMORIAL

NOTES & PAY QUANTITIES

Table with 3 columns: PROJECT NUMBER (2023064), DATE (11/14/2023), SHEET (C-2)

Drawing Name: G:\PROJECTS\2023064\_Veterans Park Memorial\CAD\Veteran Park Memorial\_Base.dwg Layout Name: Memorial Site Plotted By: WMS\ENGINERS Plotted on: 12/14/2023 9:04:58 AM



LEGEND	
	PERVIOUS CONCRETE SIDEWALK
	STANDARD CONCRETE TRUCK CIRCLE
	PLANT SOIL MIX WITH 4" MULCH OVER SEPARATOR FABRIC
	RED BRICK LANDSCAPE BORDER
	NEW SOD AREA
	SIGN (BY OTHERS)
	EXISTING TREE TO REMAIN - PROTECT
	FEATHER REED GRASS
	BIG BLUESTEM GRASS
	FLAG POLE
	GROUND LIGHT
	SUBGRADE DRAINAGE DIRECTION

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

**CASE NOS. PUD-1123-0033/34** – Public hearing, consideration, 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. & 608 E. 8th St., from Jeremy James on behalf of Logos Properties LLC and Ascension Rentals LLC.

Attachments:

- (1) Ordinance
- (2) Planning Commission Staff Report and Attachments

PUD-1123-0033/34 are requests for 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. According to Washington County records the structures were built in 1910 and 1940 respectively. 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. There are no new structures or uses proposed. The property is currently owned by two separate entities. They 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.

**II. STAFF COMMENTS AND ANALYSIS**

The table below shows the requested modifications to the RM-.75 bulk and area requirements. Should the PUD and Site Development Plan be approved, the bulk and area requirements for this property would be governed by the requirements of the RM-.75 district except as modified by the PUD.

	<b>RM-.75 District Requirement</b>	<b>PUD Request</b>
<b>Proposed Lot 1</b> <ul style="list-style-type: none"> <li>▪ <b>Tract A of Boundary Survey</b></li> <li>▪ <b>Two-Family Structure</b></li> <li>▪ <b>608 E 8th St</b></li> </ul>	Min. Lot Area: <b>5,000 sq ft</b> Min. Lot Width (Front Build Line): <b>50 ft</b> Setbacks: - Front: <b>25 ft</b> - Rear: <b>20 ft</b>	Min. Lot Area: <b>2,322 sq ft</b> Min. Lot Width (Front Build Line): <b>46.5 ft</b> Setbacks: - Front: <b>4.5 ft</b> - Rear: <b>1.5 ft</b>
<b>Proposed Lot 2</b> <ul style="list-style-type: none"> <li>▪ <b>Tract B of Boundary Survey</b></li> <li>▪ <b>Single-Family Structure</b></li> <li>▪ <b>730 S Shawnee</b></li> </ul>	Min. Lot Area: <b>5,000 sq ft</b> Setbacks: - Front: <b>25 ft</b> - Rear: <b>20 ft</b> - Sides: ▪ North (Interior): <b>5 ft</b>	Min. Lot Area: <b>4,682 sq ft</b> Setbacks: - Front: <b>21.5 ft</b> - Rear: <b>18 ft</b> - Sides: ▪ North (Interior): <b>1.5 ft</b>



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. Therefore, staff is recommending that a condition of approval of this PUD and Site Development Plan be that each proposed lot have independent sewer service. This may 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 of PUD-1123-0033/34
- Independent water and sewer service to each proposed lot established to the satisfaction of city engineering staff.
- New deeds for each lot being brought to the Community Development Department for review and approval stamp simultaneously prior to recordation with Washington County.

### **III. RECOMMENDED ACTION**

Planning Commission recommended approval of the requests by a vote of 5-0, subject to the following conditions:

Independent water and sewer service must be formally established for each proposed lot.

- o Staff has found that independent water service has been established for both proposed lots. This portion of the condition has been resolved.

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 Tuesday, January 2, 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 RM-.75 TO RM-.75/PUD AND ACKNOWLEDGING THE APPROVAL OF A SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT (CASE NO. PUD-1123-0033/34).**

---

**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 RM-.75 (Multifamily Residential) to RM-.75 (Multi-Family Residential)/PUD (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 December 19, 2023, 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 January 2, 2024, said hearing was duly held by the City Council; and

**WHEREAS**, on January 2, 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 7,000 square feet, more or less, be rezoned from RM-.75 to RM-.75/PUD:

LOT 9, BLOCK 4, GUTHRIE'S ADDITION, BARTLESVILLE, WASHINGTON COUNTY

**Section 2.** That the PUD pertaining to Case No. PUD-1123-0033/34 relative to all of the real property heretofore described is hereby approved with the condition that independent water and sewer service be formally established for each proposed lot.

**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 2nd day of January, 2024.

---

Dale Copeland, Mayor

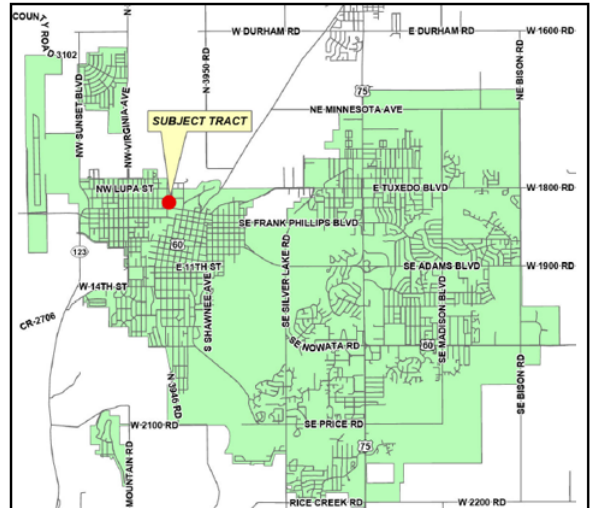
**ATTEST:**

---

Jason Muninger, CFO/City Clerk



**Community Development Department  
STAFF REPORT**



**TO:** Bartlesville City Planning Commission  
**FROM:** Holly Mayhew, Planner 1  
**DATE:** December 19, 2023

**CASE NO. PUD-1123-0033/34** – Public hearing, consideration, 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. & 608 E. 8th St., from Jeremy James on behalf of Logos Properties LLC and Ascension Rentals LLC.

**General Information:**

Applicant: Jeremy James on behalf of Logos Properties LLC and Ascension Rentals LLC  
 Requested Action: Approval of a PUD and Site Development Plan  
 Location: NE corner of Shawnee Ave & 8th St - 730 S Shawnee Ave & 608 E 8th St  
 Legal Description: Lot 9, Block 4, Guthrie’s Addition, Washington County  
 Floodplain: N/A  
 Area of Tract: Total: 7,004 sq. ft./0.16 acres  
 Zoning: RM-.75, Multi-Family Residential

**Adjacent Zoning and Land use:**

North:	RM-.75 (Residential Multi-Family) – Multi-Family Residential
South:	RM-.75 (Residential Multi-Family) – Vacant / Undeveloped
West:	RM-.75 (Multi-Family Residential) – Single Family Residential
East:	RM-3 (Multi-Family Residential) – Vacant lot/ Residential garden area

**Analysis:**

PUD-1123-0033/34 are requests for 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. According to Washington County records the structures were built in 1910 and 1940 respectively. 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. There are no new structures or uses proposed.

These requests follow a lot split request 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. Deeds for each proposed lot have been filed under separate ownership with Washington County, however the lot has not been officially split according to City of Bartlesville regulations. The applicants requested to split the lot at the May 23, 2023 Planning Commission meeting. Staff recommended denial as the proposed lots would not meet the minimum bulk and area requirements of the RM-.75 district, and the proposed western lot would not have direct access to sewer services. The Planning Commission voted to deny the request at that time.

As detailed by Section 7.6 of the Zoning Regulations, PUDs can provide flexibility regarding the bulk and area requirements. For 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. The bulk and area requirements for the RM-.75 are included below, and the following table details the requested modifications to these requirements in the PUD and Site Development Plan.

Should this request be approved, the bulk and area requirements of the property would be governed by the requirements of the RM-.75 district except as modified by the PUD. This PUD and Site Development Plan proposal will be followed by a new lot split request.

**RM-.75 Bulk and Area Requirements**

ZONING DISTRICTS	LOT AREA, MINIMUM (Sq. Ft. Except as indicated)		MINIMUM LOT WIDTH AND MAXIMUM LOT COVERAGE		REQUIRED YARDS, MINIMUM (FEET)				MAXIMUM HEIGHT		
	Per Lot	Per Dwelling Unit	Lot Width at Front Building Line	Maximum Lot Coverage Percent (%)	FRONT	REAR		SIDE		STORIES	FEET
						SINGLE FRONTAGE LOT	DOUBLE FRONTAGE LOT	INTERIOR	EXTERIOR		
<b>RM (Residential Multifamily)</b>											
RM-3	5,000	3,000	50	45%	25	20	25	5***	15	3 ½	45
RM-1.5	5,000	1,500	50	55%	25	20	25	5***	15	3 ½	45
RM-.75	5,000	750	50	65%	25	20	25	5***	15	10	125

**Requested Modifications**

	RM-.75 District Requirement	PUD Request
<b>Proposed Lot 1</b> <ul style="list-style-type: none"> <li>▪ Tract A of Boundary Survey</li> <li>▪ Two-Family Structure</li> <li>▪ 608 E 8th St</li> </ul>	Min. Lot Area: <b>5,000 sq ft</b> Min. Lot Width (Front Build Line): <b>50 ft</b> Setbacks: - Front: <b>25 ft</b> - Rear: <b>20 ft</b>	Min. Lot Area: <b>2,322 sq ft</b> Min. Lot Width (Front Build Line): <b>46.5 ft</b> Setbacks: - Front: <b>4.5 ft</b> - Rear: <b>1.5 ft</b>
<b>Proposed Lot 2</b> <ul style="list-style-type: none"> <li>▪ Tract B of Boundary Survey</li> <li>▪ Single-Family Structure</li> <li>▪ 730 S Shawnee</li> </ul>	Min. Lot Area: <b>5,000 sq ft</b> Setbacks: - Front: <b>25 ft</b> - Rear: <b>20 ft</b> - Sides: ▪ North (Interior): <b>5 ft</b>	Min. Lot Area: <b>4,682 sq ft</b> Setbacks: - Front: <b>21.5 ft</b> - Rear: <b>18 ft</b> - Sides: ▪ North (Interior): <b>1.5 ft</b>

**Utilities:**

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. Therefore, staff is recommending that a condition of approval of this PUD and Site Development Plan be that each proposed lot have independent sewer service. This may be accomplished via dedication of an easement on property to the north owned by one of the owners of the subject property, or by extending the sewer main west from the alley to the proposed western lot. Both lots must have separate water and sewer taps/meters serving them independently.

**Public Participation:**

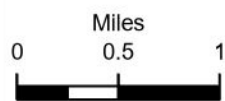
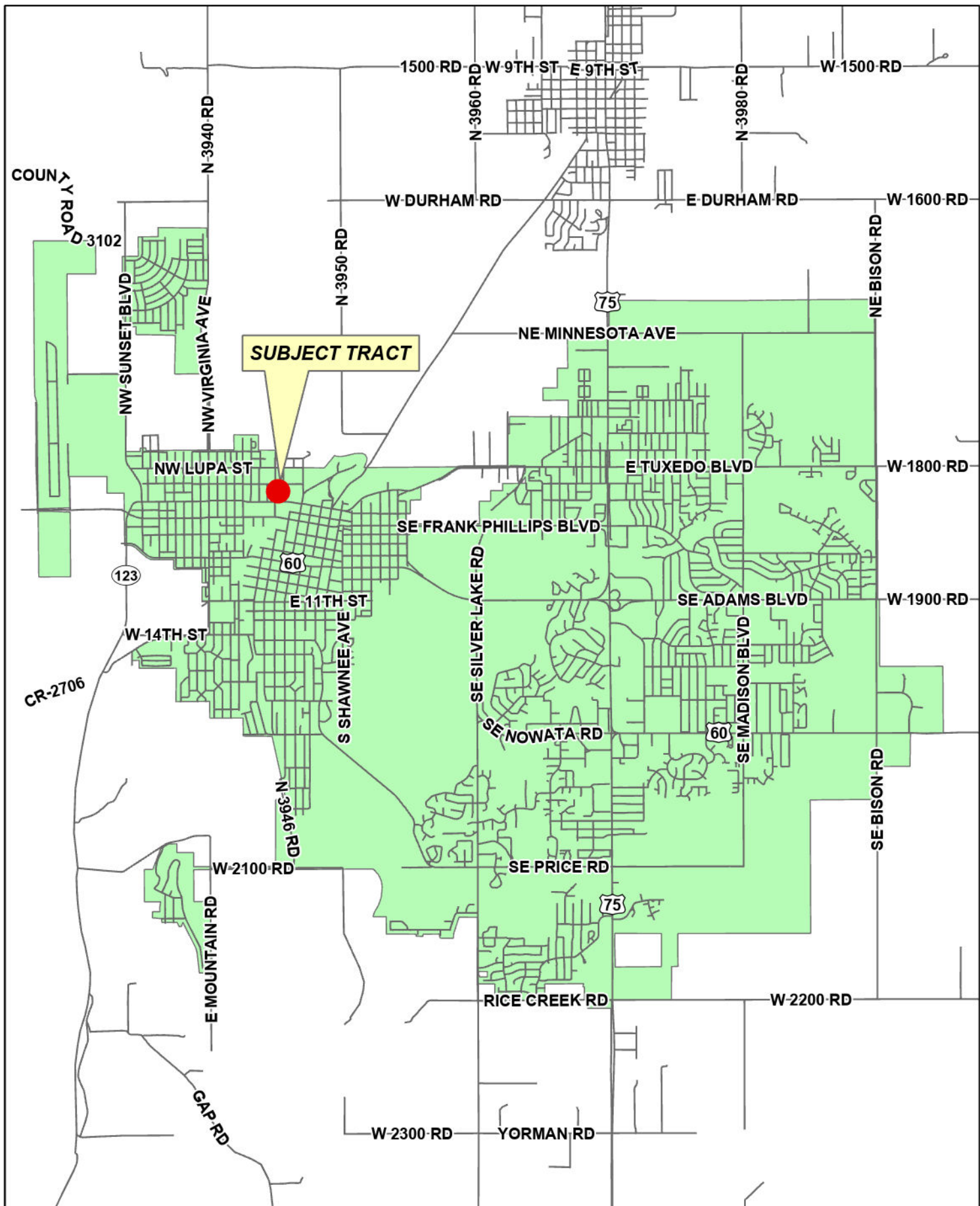
In accordance with the Zoning Regulations, property owners within 300 feet of the subject site were notified of this request, a yellow notification sign was posted on the site, and a public hearing notice was placed in the Examiner-Enterprise. Also, in accordance with the regulations, the applicant invited surrounding property owners to a citizen participation meeting to present their proposal and answer questions. One person attended the meeting and did ask questions concerning the lot split process. This person does reside within the 300-foot radius of the subject site. No objections to this proposal were mentioned. The meeting summary is included in the attachments.

**Staff Recommendation:**

Staff recommends approval of Case No. PUD-1123-0033/34 with the condition that independent water and sewer service be formally established for each proposed lot.

**Attachments:**

- Location map
- Aerial map
- Zoning map
- Utility map
- Survey / Site Development Plan
- Neighborhood Meeting Summary



**PUD-1123-0033/34**

26-13 07



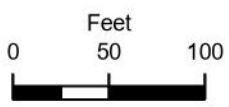
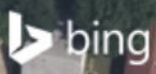
**SE ADAMS BLVD**

**SUBJECT TRACT**

**SE WYANDOTTE**

**SE 8**

**S SHAWNEE AVE**



**Subject Tract**

**PUD-1123-0033/34**

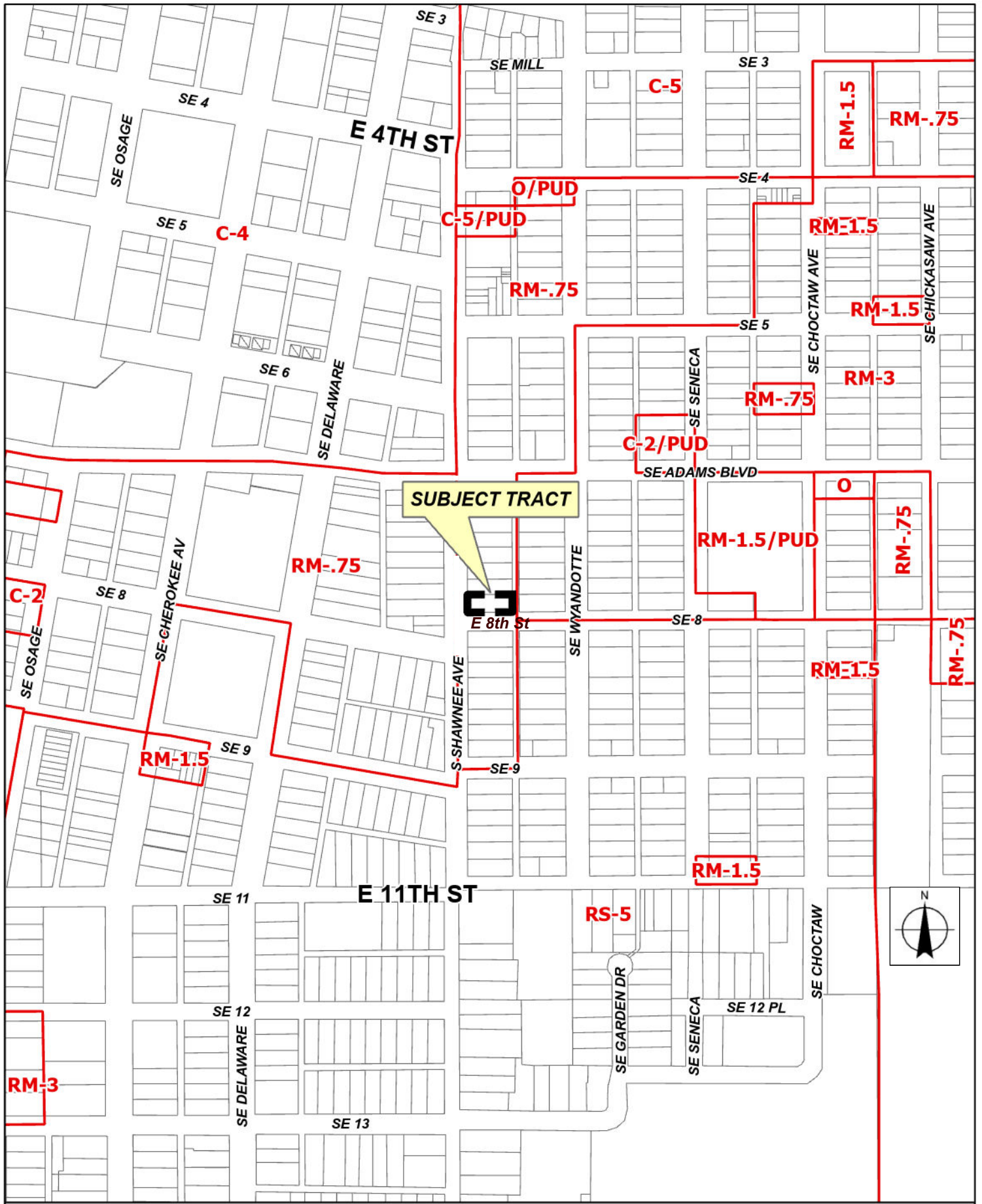
26-13 07

*Note: Graphic overlays may not precisely align with physical features on the ground.*

Aerial Photo Date: 2023



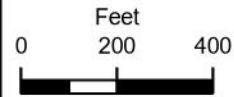




**SUBJECT TRACT**

E 8th St

E 11TH ST



**PUD-1123-0033/34**

26-13 07





2898

**Water Meter**

730

730  
SE  
SHAWNEE  
AV

8"

8"

**Sewer Main**



SE 8th Street

8"

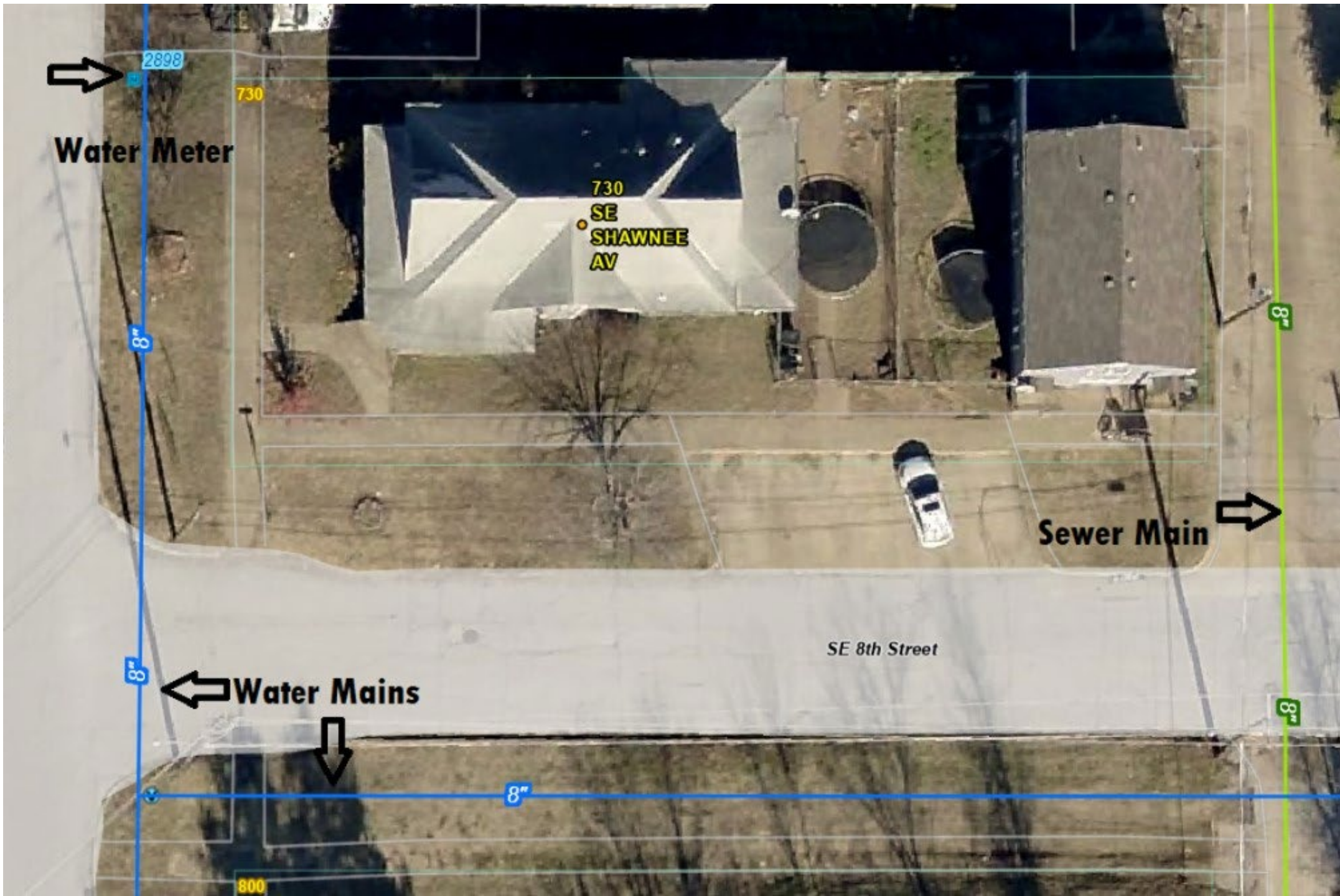
**Water Mains**



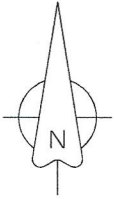
8"

8"

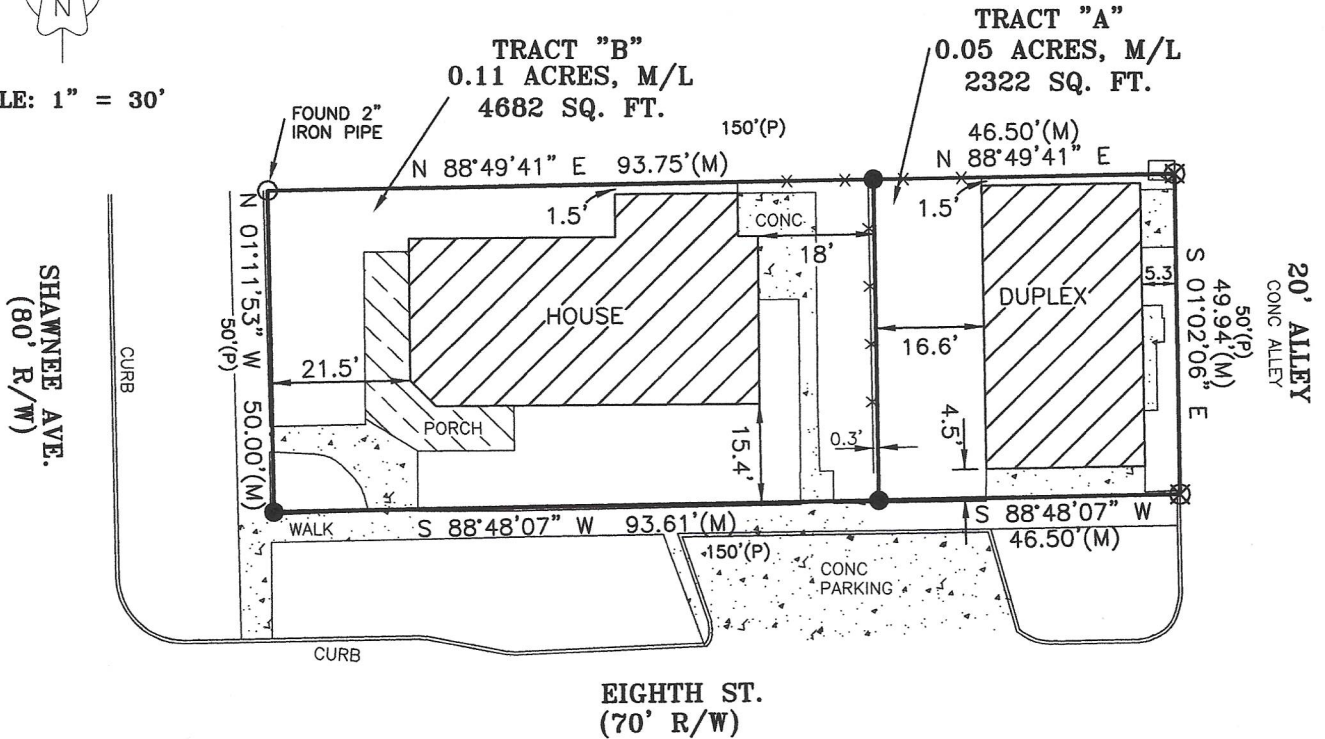
800



# BOUNDARY SURVEY



SCALE: 1" = 30'



**LEGEND:**

- \*—\* FENCE
- 1/2" IRON ROD SET
- ⊗ 5/8" IRON ROD FOUND
- (M) MEASUREMENT PER THIS SURVEY
- (P) MEASUREMENT PER RECORD PLAT OF GUTHRIE ADDITION

THIS PROPERTY IS ZONED RM-.75 PER INFORMATION PROVIDED BY CLIENT.

**ADDRESS:**  
608 E. 8TH ST.  
BARTLESVILLE, OK

**TRACT "A" DESCRIPTION:**  
THE EAST 46.50 FEET OF LOT 9, BLOCK 4, GUTHRIE'S ADDITION TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

**ADDRESS:**  
730 SHAWNEE AVE.  
BARTLESVILLE, OK

**TRACT "B" DESCRIPTION:**  
ALL THAT PART OF LOT 9, BLOCK 4, LESS AND EXCEPT THE EAST 46.50 FEET THEREOF, GUTHRIE'S ADDITION TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.



I, KALEB J. MCKINNON, LICENSED PROFESSIONAL LAND SURVEYOR NO. 1798, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY: (1) THAT THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SURVEY DONE UNDER MY DIRECTION, AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, (2) THAT AN INDEPENDENT SEARCH OF THE ABSTRACT OR RECORDED DOCUMENTS TO DETERMINE EASEMENTS, ENCUMBRANCES OR RESTRICTIONS, WAS NOT MADE, (3) THIS PLAT OF SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING

DATED THIS 31TH DAY OF MARCH, 2022  
REVISED PLAT THIS 31ST DAY OF OCTOBER, 2023

**GENERAL NOTES:**

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

**MCKINNON LAND SURVEYING, LLC.**

19482 U.S. HIGHWAY 60, NOWATA, OK 74048  
(918) 230-3927  
EMAIL: MCKINNONLANDSURVEYING@GMAIL.COM  
C.A. NO. 8511 EXP. 6/30/2025

## Citizen Participation Summary

The Citizenship Participation Meeting was a come and go meeting on December 5, 2023. The meeting was held at Southern Abstract Company, located at 323 S Dewey Avenue.

We had one person attend the meeting. The sign in sheet is included with this summary.

The attendee inquired about the process that we were following to obtain the lot split. She did not voice any concerns or issues about the project.

Dated: February 5, 2023

Author: Jeremy James

**Background:**

Lincoln Electric Products, based in Union City, New Jersey is expanding operations by adding a second location in Bartlesville, OK. Their plan is to purchase the former Siemen's building currently owned by the Bartlesville Development Authority and hire 100 employees over the next 36 months.

From the Lincoln Electric website (le1949.com):

Lincoln Electric was founded in 1949 by Irving Leff to manufacture electrical distribution equipment for the New York market. From its inception, the company was focused on building equipment to the highest standards to meet the needs of New York and elsewhere. Under Irving's guidance the company developed a stalwart reputation for quality and service; something we focus on maintaining to this day. In an unfortunate turn of events Irving passed away before his time leaving the challenge of running the company to his son Bruce. Bruce took over the company in 1984 and brought a wealth of knowledge and experience to the table. Not only had Bruce spent nearly his entire life in the business, but he also had a passion and pride for this company and its values. Modernizing the company, increasing manufacturing capacity and expanding the customer base are just a few of the tasks Bruce took on and accomplished. Under this new leadership, the company became well known for tackling some of the largest and most challenging projects in New York City.

Lincoln Electric has always been a family business and in 2015 Bruce's son Matthew took over the day-to-day operations of the company. Matthew continues to grow the company while maintaining the foundation of core values that Irving and Bruce established. Lincoln remains to be known as the premier manufacturer of electrical distribution equipment in the NY area. Our customer base is loyal and longstanding due to our commitment to quality and service.

We make a full range of distribution equipment including but not limited to: Panelboards up to 2000A, Service and Distribution Switchboards up to 8000A, Generator connection boxes, Generator output switchboards, and Single and Double Ended Substations. We also have the ability to custom design a product to meet your specific application & requirements. We are OEM's for Eaton, GE, ABB & Schneider and have UL listings for UL67, UL891, and UL extensions from both Eaton, General Electric, & ABB. We are the largest Eaton OEM in the north-east and have done countless projects using Eaton fusible switches, molded case breakers, & insulated case fixed mounted and draw-out breakers. We are also well known for making extremely custom equipment to fit the space constraints of the buildings in New York City and elsewhere.

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

BDA Trustees approved the building sale in the amount of \$2,250,000 at their December 20, 2023 meeting as well as approval of a \$1,500,000 incentive package based on the hiring of 100 FTE over the next 36 months. Additionally, the Trustees approved dedication of \$1,000,000 from the EDF to be utilized through the Resident Recruitment Program as an incentive for employees to relocate to Bartlesville.

**Action Item:**

**Discuss and possibly take 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 full-time Lincoln Electric 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 Lincoln's expansion over 36 months, contingent upon 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***

---

## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation and discussion of draft proposed charter changes.

Attachments:

- Art. 2 & 3 revisions related to elections
- Art. 4 revisions related to recalls
- Art. 16 revisions related to purchasing and contracting

## II. STAFF COMMENTS AND ANALYSIS

On October 16, the Council met to discuss several items related to governance of our City. In particular, there was extended discussion related to potential charter amendments to consider for a future charter election. Staff proposed revisions to Articles 2, 3, and 16 relating to elections and purchasing. Council also requested language to clarify Article 4 related to recall petitions.

Attached are 3 separate redline proposals related to these charter amendments as more fully described below.

Art. 2 & 3 – shall be amended to provide changes to Council terms, election dates, and other miscellaneous items.

- Council terms shall be extended from 2 years to 3 years.
- Council terms shall be staggered, so that no more than 2 council members' terms are expiring at the same time.
- Council election dates shall be moved from November to April.
- Previous language that clarified that elections and campaigns are to be held on a non-partisan basis was struck

Art. 4 – shall be amended to clarify requirements, provide a reasonable timeline for completion, and other miscellaneous items.

- All signatures on a recall petition must be obtained within 180 days of the filing of the petition with the City Clerk (this was extended from 90 days based on Council discussion).
- City Clerk shall have 30 days to fulfill his legal duties described in our charter.
- Council members cannot be recalled in the first or last four months of their term.

Art. 16 – shall be amended to make purchasing and contracting more efficient and consistent throughout the organization.

- Authorizes Council to set a limit for City Manager's purchasing and contracting authority.
- Authorizes Staff to utilize purchasing consortiums that have been approved by Council to make purchases.

- Authorizes City Manager to sign contracts that do not exceed the limits established by Council.

These draft redlines have been reviewed by Staff and the City Attorney. Outside counsel is preparing the necessary documents to place these items on the April 2024 election and reviewing our proposed language to ensure there are no unanticipated errors.

### **III. RECOMMENDED ACTION**

Approve the draft language.



- PART I  
- AMENDED CHARTER OF THE CITY OF BARTLESVILLE  
ARTICLE 2. ELECTIVE OFFICERS, CITY COUNCIL

**ARTICLE 2. ELECTIVE OFFICERS, CITY COUNCIL**

Section 1. Except as otherwise provided in this Amended Charter, all powers of the city and the determination of all matters of policy shall be vested in the city council, subject to distribution and delegation of all such powers as may be provided in this Amended Charter. Without limitation of the foregoing, the council may, if warranted:

- (a) Appoint and remove persons to those positions enumerated in Article 2, Section 5 to which the power of appointment and removal is vested in the City Council.
- (b) Enact, implement and enforce local legislation subject to such limitation as may now or hereafter be imposed by the State Constitution and law.
- (c) Raise revenue, make appropriations, regulate salaries and wages, and all other fiscal affairs of the city, subject to such limitation as may now or hereafter be imposed by the State Constitution and law.
- (d) Inquire into the conduct of any office, department or agency of the city and investigate municipal affairs or authorize such inquiry or investigation.
- (e) Appoint or elect and remove by majority vote its own subordinates, members of commissions, trusts, boards, and other quasi-legislative or quasi-judicial officers and authorities, when and if established, or prescribe the method of appointing or electing and removing them.
- (f) Regulate the organization and functioning of the municipal court and of the minor violations bureau, when and if established, within the limits prescribed by the State Constitution and this Amended Charter.
- (g) Create, change and abolish offices, departments and agencies other than the offices, departments and agencies established by this Amended Charter; and assign additional functions and duties to offices, departments and agencies established by this Amended Charter.
- (h) Grant pardons, including the remission of fines and costs, upon the recommendation of the municipal judge.
- (i) Adopt a corporate seal and alter it at pleasure. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 2. The council shall consist of five members, one council member from each of the five wards of the city. The terms of the members will be ~~two-three~~ years. For the purpose of transitioning from the prior elected terms of ~~four-two~~ years to terms of ~~two-three~~ years, elections will be held for all wards on ~~April 5, 2011~~, with the term to start on the first Monday of May, ~~2011~~, ~~and the term of office for each ward will end when the new council is sworn in on the first Monday in December of 2012. The first election for city council members for two year terms will be in November of 2012, with the members to be sworn in on the first Monday in December following the election. However, in the event that the Governor does not approve this Amended Charter in time to call for an election for all wards to be held in April of 2011, elections will be held in April of 2011 for wards 1, 3 and 5, with the terms to start on the first Monday of May, 2011, and the terms of office for these wards will end on the first Monday of December, 2012, and the terms of office for members from wards 2 and 4 will end on the first Monday in December, 2012. The initial term for the council member for ward 1 shall be one year, and an election shall be held in April 2026 for this ward with the next term to start in May 2026 and expire in May 2029. The initial term for the council members from wards 2 and 3 shall be two years, and an election shall be held in April 2027 for these wards with the next term to start in May 2027 and expire in May 2030. The initial term for the council members from wards 4 and 5 shall be two years, and an election shall be held in April 2028 for these wards with~~

Formatted: Highlight

- PART I  
- AMENDED CHARTER OF THE CITY OF BARTLESVILLE  
ARTICLE 2. ELECTIVE OFFICERS, CITY COUNCIL

~~the next term to start in May 2028 and expire in May 2031.~~ The council members shall be qualified electors of the city for six months prior to the time of their election and each council member must be a qualified resident of his respective ward for six months prior to the time of his election. Each Council member's primary residence shall be located in his ward and must remain so throughout the tenure of office. For the purpose of this section, primary residence shall mean the place where the council member actually resides for the majority of each calendar year and the address listed by the council member as his abode for purposes of reporting to State and Federal agencies and which would qualify for a "homestead exemption" of the property if the property is owned by the council member. If a council member ceases to be a resident of the ward in which elected to represent, he shall thereupon cease to be a member of the council. ~~However, a council member holding office prior to the adoption of this Amended Charter may continue to hold office even if that member moves from one ward to another within the city limits.~~ A council member must have a record free of felony convictions. A council member must be at least twenty-five (25) years of age at the time of his election to office. No council member may hold any position in the city government by appointment of the city manager ~~and any former employee of the city shall not be eligible to serve as a council member until it has been at least 3 years since their employment ended.~~ A member of the city council shall hold no other public office which would constitute a conflict of interest according to State Statutes. (Amended by vote of the electorate at an election held on November 2, 2010.)

Section 3. The number of wards of the city shall not be changed except by amendment of the Charter; but whenever it shall appear to the city council that it is to the best interest of the city to change either the boundary or name, or both the boundary and the name, of any ward or wards of the city, the city council may, by a vote of two-thirds of its members, order and cause the same to be done. Provided, that no such change shall be made until notice of the proposed change shall be given thirty days thereto, by inserting a notice of such proposal at least one time in a newspaper published in the city. Provided, that if and when a petition shall be presented to the council, signed by fifty-five percent of the qualified electors of the city, as shown by the preceding general municipal election, praying for a change in the name, number, or boundary of wards of the city, the council shall, within ten days after the filing of such petition, change such wards to conform to the prayer of the petition, but no such change shall take effect, except for election purposes, until after the next general election and until the installation of officers.

Section 4. The council members, before entering upon the discharge of the duties of their respective offices, shall each take and subscribe the oath of office prescribed by the Constitution of the State of Oklahoma, and such additional oath as may be prescribed by the city council.

Section 5. The city council shall appoint from among its members a mayor and a vice-mayor, requiring three affirmative votes, who each shall serve terms of ~~two~~ three years. The mayor or vice mayor may be removed from their respective positions by three affirmative votes. The mayor shall preside at meetings of the council and shall certify to the correct enrollment of all ordinances and resolutions passed by it. He shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law. He shall have no regular administrative duties except that he shall sign all warrants, checks, or other orders for the disbursement of money, conveyances, and such other written obligations of the city as the council may require. The vice-mayor shall act as mayor during the absence or disability of the mayor, and if a vacancy occurs, shall become mayor for the completion of the unexpired term. If, by succession to the office of mayor or otherwise, the office of vice-mayor becomes vacant, the council shall appoint another vice-mayor by three affirmative votes. The rights, responsibilities, authority and powers of the mayor and vice mayor are restricted to what the Amended Charter specifically delineates to the position of mayor and vice mayor. However, they shall have all of the rights, responsibilities, authority and powers as any other duly elected representative of any ward. (Amended by vote of the electorate at an election held on November 2, 2010.)

Section 6. If a vacancy shall occur in the office of any council member the council shall appoint an eligible person to fill the vacancy until the next ~~general~~ municipal election, subject, as are other council members, to recall.

- PART I  
- AMENDED CHARTER OF THE CITY OF BARTLESVILLE  
ARTICLE 2. ELECTIVE OFFICERS, CITY COUNCIL

A vacancy shall exist when an elective officer fails to qualify within thirty days after notice of his election, dies, resigns, moves from the ward elected from, unless subject to the grandfather provision set forth in Section 2 hereof, absents himself continuously for three months, except on account of sickness, is convicted of a felony, is adjudged mentally incompetent, or shall be recalled under the provisions of this Amended Charter or may be removed pursuant to State law. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 7. The council shall hold regular meetings on the first Monday of each month, and at such other time or times as the council may, by ordinance, designate, and may hold such adjourned meetings as it may find necessary or convenient for the dispatch of its business; provided, that if a regular meeting falls on a legal holiday the meeting shall be held on the next succeeding day. Special meetings of the council may be called by the mayor, or by three council members, at any time, on such notice as ~~the council may prescribe by ordinance required by State law.~~

Section 8. The council shall sit with open doors at all legislative sessions and shall keep a journal of all its proceedings, which shall be a public record. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 9. ~~Within sixty (60) days of the approval of the Amended Charter by the Governor, meeting rules of procedure will be adopted by the city council. They will remain in effect until modified by the city council.~~ Each city council elected in successor years will undertake a review of the meeting rules of procedure to determine whether changes or additions are warranted. ~~In addition, within sixty (60) days of the approval of the Amended Charter by the Governor, the city council shall adopt rules regarding the process to be followed for appointment, replacement and removal of members to all commissions, board and trusts covered by the provisions of Article 2, Section 1 of the Amended Charter, which process will remain in effect until modified by the city council. Each city council elected in successor years will undertake of review of the procedures to determine whether changes are appropriate.~~ *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 10. A majority of the members of the council shall constitute a quorum for the transaction of business. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 11. The council members shall receive no salary but shall be paid an attendance fee of ten dollars for each meeting of the council attended; but in no event shall payment be made for more than four meetings of the council during any one calendar month.

Section 12. The terms of office of a newly elected city council shall begin at ~~7:00~~7:00:01 o'clock ~~pa.~~pa.m., on the first Monday of the month following each election and they shall hold their first meeting and be inducted into office ~~at that time, or~~ as soon thereafter as may be possible. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 13. ~~Within sixty (60) days of the approval of the Amended Charter by the Governor, the city council will be charged to develop and adopt a Code of Ethics applicable to all elected officials, employees and Board members which will remain in effect until modified by the city council.~~ Each city council elected in successor years will undertake a review of the Code of Ethics to determine whether any changes are appropriate. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

### ARTICLE 3. NOMINATION AND ELECTIONS

Section 1. Beginning in ~~November-April~~ of ~~2012~~2025, and for each ~~two~~ years thereafter, an general election will be called in ~~November-April~~ per the Election Board ~~in even-numbered years~~, in accordance with the laws of the State of Oklahoma in force at the time of holding such elections. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

- PART I  
- AMENDED CHARTER OF THE CITY OF BARTLESVILLE  
ARTICLE 3. NOMINATION AND ELECTIONS

---

Section 2. All city elections shall be conducted on a nonpartisan basis. No declaration of candidacy or ballot shall contain any party emblem, sign or designation, and there shall be nothing thereon to indicate any affiliation of the candidate.

Section 3. The provisions of the State Constitution and law relating to elections shall govern every election of whatever kind of this city insofar as they are applicable and are not superseded by this Amended Charter or by ordinance.

Section 4. The qualifications for electors in every election of this city shall be those prescribed by the State Constitution and law.

Section 5. The council members who are to be from each of the five (5) wards of the city as required by Article 2, Section 2 of the Charter, shall be elected ~~at the general election~~ by wards, each council member to be elected by the registered voters in the ward in which he or she resides.

### **ARTICLE 4. RECALL OF ELECTIVE OFFICERS**

Section 1. Every incumbent of an elective office, whether elected by popular vote or appointed to fill a vacancy, may be removed from office for any cause specified by applicable State law for the removal of officers and by the method or methods prescribed thereby. In addition, he is subject to removal by recall by the voters of the city. The procedure to affect such removal from office by recall shall be as follows: *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 2. A verified petition, signed by a number of qualified electors equal to twenty per cent of the registered voters in the ward of the city council member sought to be recalled at the time the petition is filed, shall be submitted to city clerk, along with a show cause statement of 200 words or less, demanding the removal of one or more of such elective officers. All signatures shall have been obtained within one-hundred and eighty (180) days of the filing of the petition with the city clerk. It shall be the duty of the city clerk, upon receipt of a petition for recall, to send a copy of the petition, along with all signature pages, to the city council member sought to be recalled by registered mail. The city clerk shall have ~~ten-thirty (1030)~~ working days in which to ascertain whether the petition has been prepared and circulated as required and whether the required number of qualified voters have signed the petition for recall. The city clerk shall notify the mayor, in writing, whether the petition for recall meets the criteria set forth herein. Upon being informed by the city clerk that the petition for recall meets the criteria set forth above, it shall be the duty of the mayor of the city, within ten days thereafter, to issue a proclamation calling a special election, for the purpose of such recall only, setting forth the question to be voted upon at such election, in a newspaper published and of general circulation within the city. Such election shall be called at the next available election date in conformance with State law. In case of petition of the mayor, the election shall be called by the vice-mayor. After calling of such election, the said petition shall remain in the office of the city clerk. The signatures to such petition need not all be appended to one paper, but each signatory shall add to his signature his place of residence, giving the street and number if any, or if not numbered, the number of lot and block. Some qualified voter who signs such petition shall make oath before an officer competent to administer oaths that the statements made in such petition are true, and some qualified voter who signs such petition shall make oath to each paper containing signatures that each signature appended to such paper is the genuine signature of the person whose name purports to be thereto subscribed. The city council may impose a monetary penalty against the person or persons circulating the petition upon a determination that the names of unqualified electors have been knowingly attached to the petition, such monetary penalty equal to all cost incurred by the city in attempting to validate the petition for recall, including attorney fees. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 3. The form of ballot at such special election shall be as follows:

Recall of Elective Officers  
Shall (name of officer) be removed from  
office of (name of office)?

YES

NO

The voter who desires to vote for the removal of the officer shall stamp in the square to the left of the word "YES." The voter who desires to vote for the retention in office of the officer shall stamp in the square to the left of the word "NO."

If a simple majority of the duly qualified electors voting at such election shall vote "YES," the officer shall be deemed removed and his office vacated. If a simple majority of such electors shall vote "NO," such officer shall

- PART I  
- AMENDED CHARTER OF THE CITY OF BARTLESVILLE  
ARTICLE 4. RECALL OF ELECTIVE OFFICERS

---

continue to serve as such. Upon successful removal, the city council will appoint a replacement for the seat for the remainder of the term vacated subject to all other terms of this Amended Charter. Any replacement must be a qualified elector of the respective ward at the time of appointment. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 4. Such special election shall in all respects be conducted, returned, and the result thereof declared as provided by the Constitution and laws of the State of Oklahoma in force at the time of such election.

Section 5. No recall petition shall be filed against any officer ~~until he shall have held his office for at least four months during the first or last four months of his term;~~ nor within six months after an election has been held upon a previous petition for recall of the same officer.

Section 6. No person who has been recalled from an office, or who has resigned from such office while recall proceedings were pending against him, shall be appointed to an office or employment of the city within one year after such recall or resignation.

The method of removal by recall is cumulative and not exclusive. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

## **ARTICLE 16. GENERAL PROVISIONS**

Section 1. ~~No contract shall be entered into by the city council in excess of the amount appropriated, and no contract shall be binding upon the city unless it has been signed by the mayor, and attested by the city clerk, and the expense thereof encumbered in the proper fund liable for payment of the same, and whenever the contracts encumbered in any fund equal the appropriation made therefore, no further contract shall be signed by the mayor or attested by the city clerk for payment from such fund.~~ No contract shall be binding upon the city unless it has been signed by the mayor, attested by the city, and encumbered in the proper fund liable for payment of the same unless the amount of said contract is less than the amount of the ordinance described in Section 4 of this Article.

Section 2. Every contract in any sum exceeding the amount set by State law with any person or persons, for the purpose of making any public improvements or constructing any public building or making repairs on the same shall require the party contracted with to furnish a bond with good and sufficient sureties to the City of Bartlesville in a sum not less than the sum total in the contract, conditioned that such contractor or contractors pay all indebtedness incurred for labor or material furnished in the construction of said public building or in making said public improvements.

Section 3. Every contract in any sum exceeding the amount set by state law with any person or persons for the purpose of making any public improvements, or constructing any public building ~~or making repairs on the same~~ shall be based on specifications approved by the city council and shall be awarded to the lowest and best bidder after advertisement for bids has been published in not less than three issues of a daily newspaper, or in not less than two issues of a weekly newspaper of general circulation in the city. The council may let the contract to the lowest and best bidder or may reject all bids. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 4. Every contract or purchase in any sum exceeding the amount established by ordinance by the city council for the purpose of purchasing supplies, materials, ~~or equipment,~~ or other necessary items shall be awarded to the lowest and best bidder after advertisement for bids has been published in not less than three issues in a daily newspaper, or in not less than two issues of a weekly newspaper of general circulation in the city. The council may let the contract to the lowest and best bidder or may reject all bids. Provided, however, that items available through the State of Oklahoma's central purchasing contracts or other purchasing coalitions approved by the Council may be purchased ~~from the State's vendor~~ directly without bidding ~~as these items have already been processed through a similar, rigorous competitive bidding process.~~ For items to be purchased directly from the State of Oklahoma's central purchasing contracts or other purchasing coalitions approved by the Council, local vendors should be allowed to match the price. The City Manager or his designee may sign all contracts that do not exceed the amount established by the ordinance referenced in this section. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 5. When property of the city becomes obsolete or surplus, and no longer needed by said city, the city manager shall determine the value thereof, before the same is offered for sale. The city manager may then dispose of the property in the manner which is most advantageous to the city. The city council shall set by ordinance the maximum value of the property the city manager is authorized to dispose of without council approval.

Section 6. No appointed officer or employee of the city shall give or promise to give to any other person, any portion of his compensation or any money or valuable thing or promise of employment to any person, in consideration of having been appointed to any office or employment, and if any such promise or gift be made, the person making or accepting such gift or promise shall forfeit his office or employment and be debarred and disqualified from being appointed or employed in the service of said city. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

- PART I  
- AMENDED CHARTER OF THE CITY OF BARTLESVILLE  
ARTICLE 16. GENERAL PROVISIONS

---

Section 7. Any employee of the city who shall, while employed by the city, accept any donation or gratuity in money or other valuable thing, either directly or indirectly, for his personal use, from any person or corporation dealing with the city, or any subordinate or employee, or from any candidate or applicant for any position as employee, or subordinate under him, shall forfeit his office and be forever debarred and disqualified from holding any position in the service of the city. This provision shall not be construed to prohibit accepting items of nominal value from vendors or other persons or entities doing business with the city. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 8. No member of the city council, nor any appointive officer or any employee of the city, shall be directly or indirectly in the employ of any person, company, or corporation holding or seeking to hold any franchise of the City of Bartlesville, or shall receive, directly or indirectly, any wages, commission, gift or favor, or payment from any such franchise holder. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 9. No member of the city council or any other officer or employee of said city shall be directly or indirectly interested in any work, business, or contract, the expense, price or consideration of which is paid from the city treasury, or by an assessment levied by ordinance or resolution of the city council; nor be the surety of any person having any contract work or business with said city for the performance of which security may be required, nor be the surety on the official bond of any officer of the city. Contracts in violation of said provisions shall be void.

Section 10. No demand for money against the city shall be approved, allowed, or paid unless it shall be in writing, dated, and sufficiently itemized to identify the expenditure, and shall first be approved by the city manager or his designee and the head of the department creating or authorizing the demand. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 11. Every officer who shall approve, allow, or pay any demand on the treasury not authorized by law or by this Charter, shall be liable to said city individually and on his official bond for the amount of the demand so illegally approved, allowed or paid.

Section 12. All books and records in every office and department shall be open to the inspection of any citizen at any time during business hours, except as exempted by state law.

Section 13. It shall be the official duty of every officer or person in the employ or service of said city, when it shall come to his knowledge that any contract or agreement with said city or with any officer has been or is about to be violated by the other contracting party, forthwith to report to the city manager or the city council all facts and information in his possession concerning such matter, and a failure to do so shall render vacant his office or position.

Section 14. Ten or more resident taxpayers of the city may seek to maintain an action in the proper court to restrain the execution of an illegal, unauthorized or fraudulent contract of said city, or prevent any payment upon any illegal, unauthorized or fraudulent contract or agreement on behalf of said city, or to restrain any disbursing officer of said city from paying any illegal, unauthorized or fraudulent bill, claim or demand against said city or any salary or compensation of any person in its administrative services, whose appointment has not been made in pursuance of the provisions of law. Prior to initiating any such legal action, ten or more resident taxpayers must submit a written notice to the city council specifically outlining the action sought to be restrained. The written and verified notice must contain the signature of each taxpayer and his residence address within the city limits. No legal action may be initiated on such notice until thirty days after receipt by the city council of the notice in order to allow the city council an adequate opportunity to respond to the notice either by agreeing with such demand or initiating legal action to determine the validity of the proposed action. Ten or more resident taxpayers who believe that an illegal, unauthorized or fraudulent contact has been entered into by the city; or that an illegal, unauthorized or fraudulent payment has been made on said contract, or that an unlawful transfer of public



- PART I  
- AMENDED CHARTER OF THE CITY OF BARTLESVILLE  
ARTICLE 16. GENERAL PROVISIONS

---

property or monies has occurred, or that public funds have been paid or public property transferred in settlement of a fraudulent or void claim, may submit a written demand, signed and verified by each of the taxpayers, upon the city council to initiate proper proceeding to recover the property or funds. No legal action may be initiated by the taxpayers until thirty days after receipt by the city council in order to allow the city council an adequate opportunity to respond to the demand. Upon refusal, failure or neglect of the city council to take action after receipt of the demand, the taxpayers may then initiate an action in the name of said city, against the officer making payment, and his surety or sureties and the party receiving the same, or any combination thereof to recover the amount so paid, and all amounts recovered, after deducting all expense of the action, shall be paid into the city treasury. Any such action must be brought within one year of the payment of the funds or the transfer of the property. However, no action for personal liability shall lie against an officer or employee of the city for a transaction approved in good faith reliance on the advice of legal counsel for the city or which has been submitted to a court of competent jurisdiction for a determination of legality. In case said taxpayers are not successful in such action, they shall pay all costs. In no event shall the city ever be liable for the payment of such costs. This provision shall be the exclusive procedure available to taxpayers seeking to bring a qui tam action against any city officer or employee. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 15. All officers authorized by Federal or State law, the mayor, the city manager, the city treasurer, the city clerk, the municipal judge, and such other officers as the city council may authorize, may administer oaths.

Section 16. Every officer of the city, before entering upon the duties of his office, shall take and subscribe the oath or affirmation of office prescribed by the State Constitution.

Section 17. The city clerk, the city treasurer, and such other officers and employees of the city as the city council may designate, before entering upon their duties, shall provide bonds for the faithful performance of their respective duties, payable to the city, in such form and in such amounts as the council may prescribe, with a surety company or companies authorized to operate within the State. The city shall pay the premium on such bonds.

## LEGAL REPRESENTATION AGREEMENT

THIS AGREEMENT is made the \_\_\_ day of November 2023, between the City of Bartlesville, Oklahoma (the “City”), and McAfee & Taft A Professional Corporation and Fulmer & Sill (collectively, the “Attorneys”).

WHEREAS, the City believes that it has a cause of action against certain Manufacturers of PFAS and Aqueous Film-Forming Foams (AFFF’s) and others (collectively, the “Defendants”) for damages and equitable relief arising out of the conduct of the Defendants in connection with the manufacturing, marketing and distribution of PFAS & AFFF’s (the “Claims”).

WHEREAS, the City represents that they are the owner of the Claims and have not assigned, modified, settled or received payment for the Claims, or entered into any prior fee agreement with any other attorney(s) with respect to the Claims.

NOW, THEREFORE, IT IS AGREED between the City and the Attorneys as follows:

1. **Contingent Fee.** In consideration of the services to be rendered by the Attorneys in connection with the Claim against Defendants, if the City obtains a recovery on their Claim, the City agrees to pay Attorneys the following attorneys’ fees for the risks of prosecuting this case on a contingency fee basis:

- a. If the case is settled prior to empanelment of a jury, a sum equal to twenty-five percent (25%) of the Recovery; and
- b. If the case is settled after empanelment of a jury, or a judgment in favor of the City is obtained, a sum equal to thirty-percent (30%) of the Recovery;

(the “Contingency Fee”). In calculating the Contingency Fee, the Recovery will first be reduced by the Costs as defined in paragraph 4 of this Agreement, and increased by any court awarded attorneys’ fees as defined by Paragraph 3.

2. **Recovery.** The term “Recovery” as used herein shall mean all sums and things of value received pursuant to any demand upon or litigation against Defendants whether said sums are received pursuant to settlement, court proceedings or otherwise.

3. **Court-Awarded Attorneys’ Fees.** If the City recovers court-awarded attorneys’ fees, the amount awarded shall be deemed part of the Recovery. The City understands that if they do not prevail on certain claims that may be asserted against the defendants, there is a potential for the Court to award attorneys’ fees and costs in favor of Defendants. City understands and agrees that any such award in favor of Defendants will be against the City, and the City will be solely liable to satisfy such judgment. Attorneys will not be liable for a judgment of attorneys’ fees awarded in favor of Defendants.

4. **Costs.** All necessary costs and expenses incurred in connection with the Claims, including but not limited to court costs, deposition costs, expert witness fees, witness expenses,

computer forensic expenses, e-discovery, copying, Westlaw and/or other legal research fees, settlement expenses, telephone, travel and lodging expenses of the Attorneys in connection therewith, shall initially be paid for by the Attorneys. The law firms will use reasonable professional judgment as to the necessity for the number of attorneys at formal settlement conference, pretrial conference or trial. Costs may include case specific expenses and the City's pro rata share of any general case expenses or assessments. General case expenses are those expenses incurred in the prosecution of the City's Claims for the benefit of the City that may also arise for other similarly situated municipalities, counties, airport trust and other parties involved in the PFAS & AFFF's litigation. If it is determined that the City must pay an assessment to the MDL proceedings for attorneys' fees, legal expenses and/or costs connected to the MDL (the "MDL Assessment"), then the MDL Assessment shall be treated as Costs under this Agreement and will be paid to the MDL prior to the calculation of the Recovery. All costs incurred by Attorneys shall be deducted from any amounts received and repaid to Attorneys before the Recovery is calculated. To the extent the City receives an award of costs from the Court, the amount awarded shall be deemed part of the Recovery. If no Recovery is obtained, City will have no obligation to pay costs, unless the costs are costs awarded to Defendants by the Court on the City's Claims.

5. **Assignment of Portion of Claim.** City hereby transfers and assigns to Attorneys an undivided interest in City's claims. The undivided interest hereby assigned to Attorneys by City is equivalent to the fees, costs, and expenses, including the percentage of any Recovery, that City, by this Agreement, promises to pay to Attorneys. The undivided interest assigned by this Agreement is a present, not an executor interest.

6. **Settlement Decisions.** All decisions relative to acceptance or rejection of any settlement offer will remain the sole discretion of the City, provided, however, if the City neglects to accept the Attorneys' advice on whether to accept any settlement offer, the City agrees they will become liable for all costs incurred in said action and any attorneys' fees billed after the date the City receive written notification from Attorneys that they should accept the settlement offer.

7. **Attorneys' Obligations.** The Attorneys agree that they will diligently institute and prosecute said action to a final determination, make all reasonable and necessary efforts to collect any judgment that may be rendered therein in favor of the City; that they will promptly communicate to the City any offers of compromise; and that, in the event of a judgment unfavorable to the City, they will, if in the Attorneys' sole judgment reasonable grounds therefore exist, appeal said cause and prosecute the same to final determination. Attorneys shall staff this matter with such attorneys and legal assistants as they deem appropriate.

8. **Withdrawal.** Attorneys may withdraw from representation of City's Claims at any time with written notice.

9. **No Guarantee.** The City acknowledges that Attorneys have made no guarantee regarding the successful prosecution of the Claims, nor any guarantee regarding the Recovery or the type of relief, if any, which the City may obtain therefrom. Further, the City acknowledges that the Attorneys do not warrant or represent the validity of the Claims, the results of any action or the collectability of any judgment.

10. **Multiple Representation.** The City understands and agrees that Attorneys may represent other clients, including governmental entities, in connection with claims against Defendants. Defendants may attempt to settle cases in groups under a matrix-type system whereby our clients are offered different settlement amounts, depending on the circumstances of different groups of clients categorized by the specific allegations of misconduct and/or severity of damages. Once settlement value under the “matrix” is determined, the City is given the opportunity to accept or reject the settlement and/or injunctive relief being offered, within the matrix system. Defendants may also try to settle all or a portion of our clients’ cases as a group, meaning the Defendants may attempt to settle all or a portion of your Claim along with a number of other similar cases the Attorneys are handling. The allocated amount the City will receive under any group settlement will be communicated to the City and the City may approve or reject participation in the group settlement. The City agrees to the above settlement procedures. The City also agrees that Attorneys may retain or work with other attorneys, consultants and/or experts; however, such will not increase the attorneys fees paid by the City.

11. **Conflict Waiver.** The City recognizes that McAfee & Taft and Fulmer Sill are multiservice law firms that practice in multiple areas some that deal with municipal law. The City agrees that it will not use the Attorneys’ representation of the City or this Agreement to assert a conflict of interest against McAfee & Taft or Fulmer Sill or members of such law firms, and hereby waives any current or potential conflict of interest that may occur in the future; provided that this waiver shall not prevent the City from objecting to a conflict with respect to Attorneys’ representation of any defendant which the City asserts claims against in the PFAS/AFFF litigation. The City also acknowledges that Attorneys’ representation of clients in matters adverse to the City will not: (i) adversely affect the relationship between attorneys and the City relating to Attorneys’ representation of the City in the PFAS/AFFF litigation contemplated by this Agreement; or (ii) material limit Attorneys’ representation in such matters.

12. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. **Amendments and Modifications.** The City and the Attorneys specifically acknowledge and agree that this Agreement constitutes the entirety of their agreement and supersedes and replaces any and all prior agreements, negotiations, or discussions between them; and, that this Agreement shall not be amended, modified, or changed in any manner whatsoever unless such amendments, modifications, or changes shall be in writing and signed by all the parties hereto.

14. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

ATTORNEYS:

CITY OF BARTLESVILLE,  
OKLAHOMA:

McAfee & Taft

\_\_\_\_\_  
By: Todd Court, Vice President

Fulmer Sill

\_\_\_\_\_  
By: Matt Sill

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