



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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, March 4, 2024
Immediately following the
**Bartlesville Education Authority
Special Meeting and the Bartlesville
Municipal Authority Special Meeting**
beginning 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. **Citizens to be heard.**
4. **City Council Announcements and Proclamations.**
 - Oklahoma Cleaning Week March 24-30, 2024 Proclamation
5. **Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Bartlesville Area History Museum Trust Authority
 - One opening on the Sewer System Improvement Oversight Committee
 - One opening on Visit Bartlesville (Bartlesville Convention & Visitor's Bureau Board of Directors)
6. **Consent Docket**
 - a. **Approval of Minutes**
 - i. The Regular Meeting Minutes of February 5, 2024.
 - b. **Approval or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
 - i. Appointment of Ms. Kimberly Harrington, Ms. Linda Radaker, and Mr. Tyler Vaclaw to three year terms each on Keep Bartlesville Beautiful Committee at the recommendation of Councilmember Roane.
 - ii. Appointment of Mr. Mark Manuel to a two-year term on the Bartlesville Adult Center Trust Authority at the recommendation of Mayor Copeland.
 - iii. Reappointment of Ms. Etta Love and Ms. Nancy Swan to additional two-year terms on the Bartlesville Adult Center Trust Authority at the recommendation of Mayor Copeland.
 - iv. Reappointment of Ms. Molly Larson to an additional three-year term on the Sewer System Improvements Oversight Committee at the recommendation of Councilmember Dorsey.
 - v. Reappointment of Mr. Andy Dossett to an additional three-year term on the City Planning Commission at the recommendation of Ms. Roane.
 - c. **Approval of Agreements, Contracts, Engagement Letters, Change Orders, and Memorandums of Understanding.**
 - i. Lease Agreement between B The Light and the City of Bartlesville for property located at 240 NW Penn Ave., Bartlesville, Oklahoma.
 - ii. Contract between United Systems and the City of Bartlesville/Public Library for upgrades to the Library's WiFi network.

- iii. Agreement between the City of Bartlesville and the Lighthouse Outreach Center of Bartlesville, Inc. setting out the roles and responsibilities for implementing the 2021 CDBG-Coronavirus Relief Program Grant modification for rehabilitation of facilities to improve indoor air quality.
- iv. Interlocal Agreement between the Board of County Commissioners of Washington County, Oklahoma and the City of Bartlesville to complete an open cut of Bison Road to advance the sewer installation at the intersection of Bison Road and Highway 60.
- v. Short form contract with Bob Chaney Steel Construction to construct a 24' x 30' steel storage building at Fire Station No. 3.
- vi. Change Order No. 1 from Multisports, LLC for the Pickleball Court Project.
- vii. Land Use Agreement between BIA and the City of Bartlesville/Bartlesville Municipal Airport to utilize the Bartlesville Airport for SEAT (Single Engine Air Tankers) Base Operations for deployment to wildland fire(s) as dispatched, with ramp/office space in the terminal and PAS Hangar 1 to be utilized.
- viii. User License with 4F Sports, Inc. DBA Washington County Youth Baseball and Softball for the programming and management of Baseball and Softball at Price Fields and Artunoff Complex's.

d. Approval of Lien Release

- i. Application and deed restriction agreement between the City of Bartlesville and Watie and Julie Pack, to forgive liens in the amount of \$4,950.00 plus interest, fees and penalty on property located at 201 NW Bucy Avenue.

e. Approval of Resolutions

- i. Amending the Budget of the City of Bartlesville for Fiscal Year 2023-24 appropriating Private Donations from Phillips 66 for the Police Department.

f. Receipt of Financials

- i. Interim Financials for seven months ending January 31, 2024.

g. Receipt of Bartlesville NEXT Report

- i. Bartlesville NEXT Progress Report – March 2024

h. Receipt of Bids

- i. Bid No. 2023-2024-013 Bartlesville Library Skylight Replacement Project

- 7. **Discuss and take possible action to award Bid No. 2023-2024-013 for the Bartlesville Library Skylight Replacement Project. Presented by Councilmember Roszel.**
- 8. **A public hearing to consider a request by Edward Johnston to close a portion of a 10 foot wide utility easement located on the south side of Lot 15, Block 9, Cambridge Park First Addition, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, Director of Engineering.**
- 9. **A public hearing, consideration and possible action on a request to rezone 4.27 acres from RS-12 (Single Family Residential) to RM-3 (Multifamily Residential)/PUD (Planned Unit Development), and for approval of a PUD Site Development Plan, on property located North of the Northeast corner of Silver Lake Rd. and Price Rd., from Keleher Architects, on behalf of Oklahoma Wesleyan University. Presented by Larry R. Curtis, Director of Community Development.**
- 10. **Consideration and take possible action on a Resolution of the City Council of the City of Bartlesville, Oklahoma (the "City") approving the incurrence of indebtedness by the Bartlesville**

Education Authority (the “Authority”) issuing its Educational Facilities Lease Revenue Bonds (Bartlesville Public Schools Project) Series 2024 (the “Bonds”); providing that the organizational document creating the authority is subject to the provisions of the Bond Indenture authorizing the issuance of said Bonds; waiving competitive bidding and authorizing the sale of said Bonds by the Authority at negotiated sale and at a price less than par; approving the forms of a Continuing Disclosure Agreement and an Official Statement relating to the Bonds; authorizing the execution of all necessary documents, and containing other provisions relating thereto.

11. Consider and take possible action with respect to a Resolution of the City Council of the City of Bartlesville, Oklahoma (the “City”) approving action taken by the Bartlesville Municipal Authority (the “Authority”) authorizing issuance, sale and delivery of its Clean Water SRF promissory note to Oklahoma Water Resources Board; ratifying and confirming a lease agreement; and containing other provisions related thereto.
12. Discuss and take possible action to accept the 2024 City of Bartlesville Housing Study. Presented by Larry R. Curtis, Director of Community Development.
13. Discuss and take possible action to adopt an Ordinance amending Chapter 17, Streets, Sidewalks, and other Public Places, Article IV, Sidewalks, of the Bartlesville Municipal Code concerning the construction of sidewalks. Presented by Larry R. Curtis, Director of Community Development.
14. New Business.
15. City Manager and Staff Reports.
16. City Council Comments and Inquiries.
17. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Thursday, February 29, 2024.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

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

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

Sparklight: Channel 56

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



Official Proclamation

2024 Oklahoma Cleaning Week March 24 -30, 2024

WHEREAS, ongoing cleaning, disinfecting, and infection-prevention best practices are essential to promoting human health and workplace cleanliness, enhances employee productivity, and customer satisfaction; and

WHEREAS, Cleanliness reduces instances of absenteeism that negatively impact productivity—the 2016 flu season cost U.S. businesses an estimated \$5.8 billion in healthcare and lost productivity expenses; and

WHEREAS, according to ISSA, the world’s leading trade association for the cleaning industry, cleaned and disinfected surfaces reduce virus concentration by 41.7%; when combined with hand hygiene, this increases to 85.4%, and

WHEREAS, manufacturers and distributors produce and deliver crucial cleaning and hygiene products; and

WHEREAS, essential frontline cleaning professionals work tirelessly to keep our schools, hospitals, work places, and other spaces healthy and safe for us all; and

WHEREAS, the grateful residents of the City of Bartlesville proudly support and join in this international celebration of the cleaning industry and bring attention to the importance of ensuring clean and sanitary conditions at work, in schools, and at home.

NOW THEREFORE, I, Dale Copeland, Mayor of the City of Bartlesville do hereby officially proclaim the week of March 24- 30, 2024 as “Cleaning Week”.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 4th day of March, in the year of our Lord two thousand and twenty-four.

Dale W. Copeland, Mayor



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

**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL
Monday, February 5, 2024
at 5:30 p.m.**

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

MINUTES

(The Notice of Meeting was posted December 15, 2023 and the Agenda was posted February 1, 2024 at 5:30 p.m.)

City Council present were Mayor Dale Copeland, Vice Mayor Jim Curd, Jr., Councilmembers Trevor Dorsey (arriving at 5:34 p.m.), Billie Roane and Loren Roszel.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Tracy Roles, Assistant City Manager; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Kelli Williams, Chief Communications Officer; Laura Sanders, Director of Human Resources; Shellie McGill, Director of Public Library; Larry Curtis, Director of Community Development; Mike Wickham, Neighborhood Services Supervisor; Greg Collins, Special Projects; .Police Chief Kevin Ickleberry; Captain Troy Newell; Captain Daniel Elkins, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Copeland at 5:30 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. The Invocation was provided by Pastor Joe Colaw, First Wesleyan Church.**
- 4. Citizens to be heard.**

Mike Dunlap commented on Agenda Item 10. informing the City Council that he would like to pay the liens against the property located at 1414 SE Dewey Avenue and ultimately purchase the property.

5. City Council Announcements and Proclamations.

There were no proclamations or announcements.

6. Authorities, Boards, Commissions and Committee Openings

- One opening on the Bartlesville Area History Museum Trust Authority
- One opening on the Sewer System Improvement Oversight Committee

Mayor Copeland read the openings and encouraged citizens to volunteer on City Committees. Applications can be found at www.cityofbartlesville.org or at City Hall in the city Manager's Office.

7. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of January 2, 2024.
- ii. The Special Meeting Minutes of January 22, 2024.

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

- i. Appointment of Ms. Joanie Elmore to fill an unexpired term on the White Rose Cemetery Board at the recommendation of Mayor Copeland.
- ii. Appointment of Mr. William Ellis to a three-year term on the Ambulance Commission at the recommendation of Mayor Copeland.
- iii. Reappointment of Mr. Martin Patzkowski to an additional two-year term on the Bartlesville Public Library Board at the recommendation of Mayor Copeland.
- iv. Reappointment of Ms. Kathryn Franz to an additional two-year term on the Bartlesville Public Library Board at the recommendation of Mayor Copeland.
- v. Reappointment of Mr. Kyle Ppool to an additional three-year term on the Adams Municipal Golf Course Operating Committee at the recommendation of Councilmember Dorsey.
- vi. Appointment of Mr. Shawn Barker to fill an unexpired term on the Adams Municipal Golf Course Operating Committee at the recommendation of Councilmember Dorsey.

c. Approval of Agreements, Contracts, Engagement Letters, Change Forms, and Memorandums of Understanding.

- i. An Inter-Local Agreement between the Board of County Commissioners of Washington County, on behalf of the Washington County Sheriff, and the Bartlesville Police Department regarding the joint use of the firearm range.
- ii. Third amendment to a Letter Agreement between ConocoPhillips and the City of Bartlesville for ConocoPhillips' use of the vacant City-owned parking lot extending said agreement to February 6, 2030.
- iii. Contract with BTC Broadband with Bartlesville Public Library/City of Bartlesville for internet service for the Library.
- iv. Professional Service Contract with S2 Engineering for the Kaw Lake Water Supply Study.
- v. Professional Service Contract with HBK Engineering for Phase 1 of the Lead Service Line Inventory.
- vi. Professional Service Contract with Murray GeoConsulting LLC, for Monitoring and Reporting of Constituents of Emerging Concern (CEC) for the Wastewater Treatment Plant Indirect Potable Reuse pilot plant study.
- vii. Professional Service Contract with Eurofins and potentially other laboratory services to test for Constituents of Emerging Concern (CEC) for the Wastewater Treatment Plant Indirect Potable Reuse pilot plant study.
- viii. Agreement update between the City of Bartlesville and the Local Government Testing Consortium which is a group that provides Federal Department of Transportation and Non-Department of Transportation drug and alcohol testing for municipalities.
- ix. Contract between the Adams Golf Course/City of Bartlesville and Artesian Bottleless Water for a water dispenser at Adams Golf Course.

- x. Advisory Fee Change Form between the City of Bartlesville and Arvest Wealth Management.
- xi. Contract for Collection Services between the City of Bartlesville and Perdue, Brandon, Fielder, Collins & Mott, L.L.P. for the collection of delinquent court fees and fines, delinquent utility accounts and other receivables due to the City.
- xii. Professional Service Contract Amendment with Guy Engineering Services, Inc. for design services on the Tuxedo Boulevard Bridges over the Caney River and overflow/pond Rehabilitation and Repair Project.
- xiii. Task Order No. 2 to the Master Services Agreement with Parkhill, Smith and Cooper for Airport Consulting Services.

d. Approval of Resolutions

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

e. Approval of Supplemental Easement and Right of Way Deeds

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

f. Approval of OMAG Board of Trustees Nomination

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

g. Receipt of Financials

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

Mayor Copeland read the consent docket in its entirety. Mr. Roszel pulled Items 7.c.ii. and 7.f.i. for further discussion. Vice Mayor Curd pulled Items 7.c.iv., v., vi. and xiii. for further discussion.

Ms. Roane moved to approve the consent docket except for Items 7.c.ii., iv., v., vi., xiii. And 7.f.i., seconded by Vice Mayor Curd.

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

Item 7.c.ii. Third amendment to a Letter Agreement between ConocoPhillips and the City of Bartlesville for ConocoPhillips' use of the vacant City-owned parking lot extending said agreement to February 6, 2030.

Mr. Roszel recused himself from the meeting due to a conflict of interest since his employer is ConocoPhillips.

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

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

Voting Nay: None
Motion: Passed

Mr. Roszel rejoined the meeting.

Item 7.f.i. Nomination approval of Mr. Michael Bailey, City Manager of the City of Bartlesville to serve a three-year term on the Board of Trustees of the Oklahoma Municipal Assurance Group.

Mr. Roszel thanked Mr. Bailey for serving and continuing his service, upon re-election, on the OMAG Board of Trustees adding that he does a great job. Mr. Bailey provided information as to what Oklahoma Municipal Assurance Group provides to municipalities.

Mr. Roszel moved to approve Item 7.f.i., seconded by Ms. Roane.

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

Item 7.c.iv. Professional Service Contract with S2 Engineering for the Kaw Lake Water Supply Study.

Vice Mayor Curd is agreeable to the contract but asked Mr. Lauritsen to provide an overview as to why the contract is needed. Mr. Lauritsen reported that in 2006, the City partnered with the Corp of Engineers through the Planning Assistance to States program to determine raw water options for long term water supply. One of the options investigated was to access water in Kaw Lake. The 2006 study estimated the cost of the pipeline, pump station and water storage rights at \$106MM. Projecting this estimate to a present-day value resulted in a cost around \$150MM based on roughly 60 miles of pipeline. The City of Enid recently built a pipeline from Kaw Lake to Enid and the cost was over \$300M, so staff feels that \$150MM is not sufficient. In order to determine an accurate estimate, staff requested a proposal from S2 Engineering for a Kaw Lake Water Supply Study. They will also research other options, as well as ensure the water in Kaw Lake is compatible with our treatment process. Vice Mayor Curd confirmed that funds are available for this study.

Item 7.c.v. Professional Service Contract with HBK Engineering for Phase 1 of the Lead Service Line Inventory.

Vice Mayor Curd asked Mr. Lauritsen to provide information. Mr. Lauritsen stated that this relates directly to Flint, Michigan water issues which caused the EPA to revise and improve their existing Lead and Copper Rule. In 2021, the EPA approved an amendment that requires the utility to inventory all service lines both on the public (City) and customer side of the water meter, by October 16, 2024. This would be conducted on homes built after 1986. The goal is to have all lead/galvanized service lines replaced by 2031 in all of the United States. Once the inventory is concluded, the City will be required to

develop a service line replacement plan and a plan to identify materials of all service lines of unknown material. If lead is found, property owners will be notified, the City will replace the City's portion of the line, and additional filters will be utilized for the customer's portion. The City currently provides corrosion control, and of the 30 homes that are have been and are currently being tested only one home has been found to have a very minimal trace of lead.

- Item 7.c.vi. Professional Service Contract with Murray GeoConsulting LLC, for Monitoring and Reporting of Constituents of Emerging Concern (CEC) for the Wastewater Treatment Plant Indirect Potable Reuse pilot plant study.

Vice Mayor Curd asked Mr. Lauritsen to provide addition information. Mr. Lauritsen reported that as part of the waste water plant expansion, there is a stream or portion of it designated for potable waste reuse. One of the rules is to have an actual pilot plant study to prove the process proposed, which started today. Unregulated contaminants, as well as many other constituents, are tested, as well as tests to quantify what is in the wastewater, and what gets removed within the treatment process. Murray did the study in 2018 which was submitted to the State which was approved for us to go forward with water reuse testing, so he and his company are familiar with the project. The pilot study will run through late May and will be conducted internally within the treatment plant. He confirmed that the water reuse system will be used only in emergencies, extreme drought situations. Mr. Lauritsen invited the Council to visit the pilot plant to view the process and see the product it is delivering. He is inviting other residents who have voiced concerns to visit as well.

- Item 7.c.xiii. Task Order No. 2 to the Master Services Agreement with Parkhill, Smith and Cooper for Airport Consulting Services.

Vice Mayor Curd asked Mr. Siemers to provide additional information. Mr. Siemers reported that the City Council approved a Master Services Agreement with Parkhill, Smith and Cooper in November of 2022 for airport consulting services. As part of that agreement, Task Order No. 1 was authorized to move forward with a Hangar Development Plan for the airport. While the focus of this plan was on hangar development, it really was updating the overall plan for the airport. The current taxi lane project has evolved from that plan and will consist of two new taxi lanes to improve access to additional development areas north and east of the terminal building and help ensure successful future development of the airport property. This project will include funding from FAA Non-Primary Entitlement (NPE), FAA AIG/BIL, and Oklahoma Department of Aerospace and Aeronautics (ODAA), formerly known as the Oklahoma Aeronautics Commission. The airport currently receives \$150,000 in NPE funds and \$293,500 in AIG funds annually. The ODAA funding is anticipated to be \$600,000, though in recent discussions with ODAA officials, there are more funds available that they may be willing to put towards the project if necessary to be able to construct both taxi lanes. Task Order No. 2 includes \$163,900.00 for Final Design Services, \$7,600.00 for Bidding Services, \$12,500.00 for FAA AIG Grant Administration, \$10,000.00 for ODAA Grant

Administration, and \$7,000.00 for Disadvantaged Business Enterprise (DBE) Goal Update. The total cost of the proposed services is \$201,000.00. While this is higher than most of the recent design and grant administration agreements for airport consulting services, this large price tag is justified because of the size of the project. Most of the airport projects have been much smaller in recent years and there are also more grant funding sources associated with the project which require more grant administration services. Overall, Mr. Siemers feels that the fees are what would be expected for a project of this scale. He added that there may be a higher percentage of reimbursement due to the ODAA funding being included which requires a lower sponsor match, but those details are tough to pin down with all of the different funding sources. The maximum City match for Task Order No. 2 will be 10%, but likely closer to 7%. The City's share for the professional services will be covered by the available balance in the Airport Fund. Vice Mayor Curd commended the airport manager and stated that he has received many compliments on the airport. He added that he is glad to see continued good use of it through our economic development side.

Vice Mayor Curd moved to approve Items 7.c.iv., v., vi., and xiii., seconded by Mr. Dorsey.

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

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

Ms. Roane read the staff report prepared by Mr. Siemers. A brief discussion covered how Ms. Roane brought the project forward, and how staffs and Council appreciate her and the local contributor who is bringing this project forward. Mr. Siemers provided a rendering of the project and details.

Ms. Roane moved to award the Base Bid and Alternate A2 to eliminate lighting from the project for a total bid award of \$199,894.76 to Rick Scott Construction, Bartlesville, OK, with the understanding that unallocated Sales Tax funds will be used to cover \$49,894.76 of the contract, and that staff will work with the contractor to value engineer the project to reduce the price as close a possible to the original \$150,000 budget, seconded by Vice Mayor Curd.

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

Mr. Roszel requested a five-minute recess at 6:37 p.m.
The Mayor resumed the meetings at 6:42 p.m.

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

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

Mr. Curtis reported that Arcadian Housing LLC seeks approval for a new PUD and Site Development Plan on two lots where a structure will be built to serve as a community building and leasing office for an already approved housing development. The two lots were not part of the original development plans and if approved, would replace the 1981 PUD and require the combination of the lots. The Planning Commission voted 5-0 to approve the request and make recommendation for approval to the City Council. He added that the structure will match other residential structures in the area. There was a community meeting as required, with two citizens speaking who were concerned with the overall development, but not this building specifically. Ms. Roane added that part of the proposed building will be used to store maintenance equipment for the development.

The Mayor opening the public hearing at 6:46 p.m. Appearing to speak was David Barnes who stated his concerns regarding construction truck traffic in the area, and that the neighbors who lived in Oak Park would like more information available for the development as a whole. Mr. Bailey pointed out that there have been more than one required community meetings covering the new development held to answer questions and take comments from citizens. He added that this public hearing is to amend the PUD regarding the new proposed building and not the development as a whole, and suggested meeting with Mr. Curtis. There being no one further appear to address this item, Mayor Copeland closed the public hearing at 6:50 p.m.

Mayor Copeland provided that that the public has access to all the information brought to the City Council via the City website, or through requests through the pertinent department. He also added that the City Planning Commission, Board of Adjustment and City Council is streamed and recorded on the website for anyone to watch at their convenience if they want additional information or to stay informed. Ms. Roane stated that she would be happy to answer Mr. Burns questions and concerns.

Ms. Roane moved to adopt the Ordinance changing the property from RS-7/PUD to RS-7/PUD (new PUD) and acknowledging the approval of a Supplemental Designation Planned Unit Development as presented, seconded by Mr. Dorsey.

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

10. Discuss and take possible action on an application and agreement between the City of Bartlesville and Bartlesville Area Habitat for Humanity, Inc. to forgive liens in the amount of \$14,627.44 plus special assessments and fees on property located at 1414 SE Dewey Avenue. Presented by Larry R. Curtis, Director, Community Development Department.

Mr. Curtis began by reporting that requests for lien releases have come before the City Council before by Habitat for Humanity, as well as others. The City has forgiven and released liens on four properties since 2020, averaging \$4,549.20. Since the program began, the City has released a total of \$18,000 in liens. Release of liens allows Habitat for Humanity to afford

building a home on the property, which in turn they sell to families at an affordable rate. Mr. Roszel inquired why the discrepancy in the amount shown on County records what is shown in this report. Mr. Curtis stated that the City can only waive City lien amounts, which in this case is \$14,627.44. The difference is the County's costs and liens accumulated on the property. Mr. Roszel inquired about a couple of requests that the City did not waive costs. Mr. Bailey stated that those two did not meet the criteria of the policy. If criteria of the City's policy are met, such as the request tonight, then the Council can approve at their discretion.

Discussion included that there is not an amount cap listed in the policy; Ms. Roane's concern with the amount of the lien and that there is someone of good reputation with construction background who desires to pay the amounts in full; Ms. Roane's support of Habitat for Humanity; that she is a former member of the organization; her concern is the amount requested and her fiduciary responsibility to the citizens. Mr. Roszel agreed that Habitat for Humanity is a great organization but stated his concern about the amount as well and his fiduciary responsibility. Additional discussion covered how the highest amount waived in the past was \$6,000; how the applicant does meet the policy criteria; and how the person who wishes to pay the liens does not have the deed to the property. Mayor Copeland reviewed the situation covering the average amount of liens waived; the remaining County fees that cannot be forgiven by City Council, his concern about the amount, and how he greatly values Habitat for Humanity, concluding that the Council could pull the item and ask staff to continue discussions to see what the best path forward for all the parties might be. In response to Mr. Dorsey's question as to how Habitat for Humanity came to own the property, Charlotte Dausses, President of Habitat for Humanity, reported that the property was donated to them. She added that through obtaining the title opinion they discovered the liens. The organization paid the back taxes of \$985 to the County, and paid for tree work on the property. They have paid over \$4600 on the lot itself to-date. She reported that their mission is to build houses for families, having built over 100 homes since 1987, with 41 mortgages. Their treasurer just paid \$40,000 in property taxes on those mortgages. The mortgages offered are low interest, and the homes are good quality being appraised at \$122,000. She stated that she understood the City liens is a lot of money but added that the house will increase the tax rolls.

There was no motion made for action, therefore no vote was taken. The Mayor asked staff to continue to work towards a solution.

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

Mr. Curtis reported that staff has been working to provide an update to the existing ordinance that has been put into moratorium for past several months, one that would be more palatable to the community. He reviewed each item from his PowerPoint as follows:

- Comprehensive review and revision of sidewalk ordinances for pedestrian-friendly infrastructure.
- New definition for "Legacy Subdivisions" approved before 2000, exempting them from sidewalk requirements if none exist.
- Emphasis on including sidewalks in new or refurbished transportation projects.

- Introduction of "sidewalk fee-in-lieu" to address 'orphaned sidewalks'.
- Removal of the "Payment in-kind option" for simplification.
- Clarification of "Critical Sidewalk Areas" within 100 feet of construction or existing sidewalks
- Elimination of restrictions on the use of fees-in-lieu for specific sidewalk improvements.
- Guidelines for sidewalk maintenance and repairs based on private and public responsibilities.
- Cost Repair Partnership program for property owners with repair costs exceeding \$500.
- Enforcement measures for non-compliance, including fines
- Private Sidewalk: Owned by property owner, not maintained by the municipality.
- Private Sidewalk Maintenance: Property owners are responsible for fixing private sidewalks with gaps over 1 inch or tripping hazards.
- Public Sidewalk: In the public right-of-way, typically owned and maintained by the city or municipality, may also be in designated public use easements. Easements allow specific limited land use.
- Public Sidewalk Maintenance: Abutting property owners and the city share responsibility for public sidewalks with similar issues.
- Cost Repair Partnership Program: Assists property owners with repairs costing over \$500, with eligibility, documentation, application, review, agreement, repairs, and reimbursement.
- Major Repairs of Public Sidewalks by the City: The city handles significant repairs during road maintenance or when necessary
- Permit Application Fee Waiver for Minor Repair: The fee is waived for minor sidewalk repairs.
- Enforcement: Property owners must not let sidewalks or driveways deteriorate dangerously. Failure to maintain results in repair assessments and potential fines.
- Funding: City staff will recommend dedicated funds for sidewalk maintenance in fiscal year budgeting.

Discussion included that brick sidewalks can remain brick as long as tripping hazards are eliminated; commendations to staff for the work on the ordinance by the Mayor and Vice Mayor; and Mr. Roszel offering his thanks and appreciation for incorporating many of his previous suggestions. Mr. Roszel continued stating that he still has issues with the ordinance, such as private property issues, for example the sidewalk to the front door is not city property, but personal property; what constitutes a public health hazard; concerns about the payment in lieu of building sidewalks exceptions; unfunded mandates; grandfathered issues; and inadequate timelines for repair.

Mr. Roszel moved to table action on the Ordinance amending Chapter 17, Streets, Sidewalks, and other Public Places, Article IV, Sidewalks, of the Bartlesville Municipal Code, to the next Regular City Council meeting, seconded by Ms. Roane.

Vice Mayor Curd asked for another red-lined draft with additional changes from the one submitted for this meeting. Ms. Roane stated that she had heard from constituents regarding personal property rights and agrees with tabling. Mr. Bailey asked that in the interest of advancing this item, that the Council please email he and Mr. Curtis their comments and concerns about specific areas of this ordinance. Mayor Copeland commended staff for all of the work that has gone into this ordinance amendment.

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

Ms. Roane and Mr. Roszel added their thanks to Mr. Collins, Special Projects Manager, for his work on the ordinance as well.

12. Discuss and take possible action to nominate and approve a City Councilmember to serve on the Keep Bartlesville Beautiful (KBB) Committee. Presented by Larry R. Curtis, Director, Community Development Department.

Mr. Curtis reported that a City Councilmember is to serve on the Committee.

A brief discussion ensued with Mr. Roszel offering to serve; Ms. Roane's experience of serving on this committee in other towns; and how due to her experience, how she is most suited to serve.

Mr. Roszel moved to nominate and approve Ms. Roane as the City Council Representative on the KBB Committee, seconded by Mr. Dorsey

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

13. Consider and take action on an appeal by Jay A. Mitchell, II of the Hearing Examiner's Administrative Order and Declaration of a Public Nuisance, specifically violations of property maintenance code at 415 SE Frank Phillips Blvd., legally described as Lot 1 and the North Half of Lot 2, Block 32, Original Town, Now City of Bartlesville, Washington County, Oklahoma (Code Enforcement Case Number PM-ES-0823-0148). Presented by Larry R. Curtis, Director, Community Development Department.

Mr. Curtis reported that Mr. Mitchell filed an appeal following a hearing declaring the property, the old Teco building, a public nuisance. Using a PowerPoint, Mr. Curtis reviewed The State and Local Laws regarding the declaration of nuisances and abatement. He then listed the actions taken and a timeline, as well as providing pictures to support the order. The PowerPoint reviewed with City Council by Mr. Curtis is attached and made a part of these minutes. The appellant, Mr. Mitchell, was not present but did provide an email submitted on February 5, 2024 that was copied and distributed to the City Council and City staff. It is attached and made a part of these minutes.

Discussion covered who Mr. Mitchell bought the property from; what was his long-term plan for the property; how Mr. Mitchell is not present to answer questions and staff should not speak for him; that Mr. Kane's opinion on Mr. Mitchell's email claims is that he may have a procedural argument that is sufficient, but he would not speculate on what he feels Mr. Mitchell might accomplish with a lawsuit; how Mr. Kane feels there is no conflict of interest in how this was handled by City staff; and that Mr. Kane stated that City staff followed legal process. Mayor Copeland stated that the staff report is quite thorough, and finds it peculiar that there is no one to speak on the appeal or anyone present to represent the appellant. Mr.

Kane stated that in his experience, the appellant is usually present. Additional discussion covered how Mr. Mitchell still has until April 26, 2024 to bring the building into compliance; how structural deficiency is expected if not repaired; and how the structure is dangerous to the public in the state it is in.

Mr. Roszel moved to deny Mr. Mitchell's appeal and to uphold the City's Hearing Examiner's Administrative Order and Declaration of a Public Nuisance, specifically violations of property maintenance code at 415 SE Frank Phillips Blvd., seconded by Vice Mayor Curd.

Ms. Roane appreciated the Code Enforcement officers patience and tenacity in this and other cases they address, calling them unsung heroes of the community. Mr. Roszel stated his appreciation to Mr. Collins, Special Projects Manager, also for his work on the case. Vice Mayor Curd agreed and stated his appreciation of the work on this case.

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

14. New Business.

There was no new business.

15. City Manager and Staff Reports.

Mr. Bailey reported on the upcoming Citizens Academy, provided a Comprehensive Plan update; and a Water Supply update. He also reported on the overlay project on Delaware, the Civitan Shade Structure, and the Veteran's Memorial. He encouraged everyone to sign up for City Beat to receive the latest information on all of these topics and more.

16. City Council Comments and Inquiries.

The Mayor commented on how this was a good meeting with a lot of interesting discussion.

17. There being no further business to address, Mayor Copeland adjourned the meeting at 8:00 p.m.

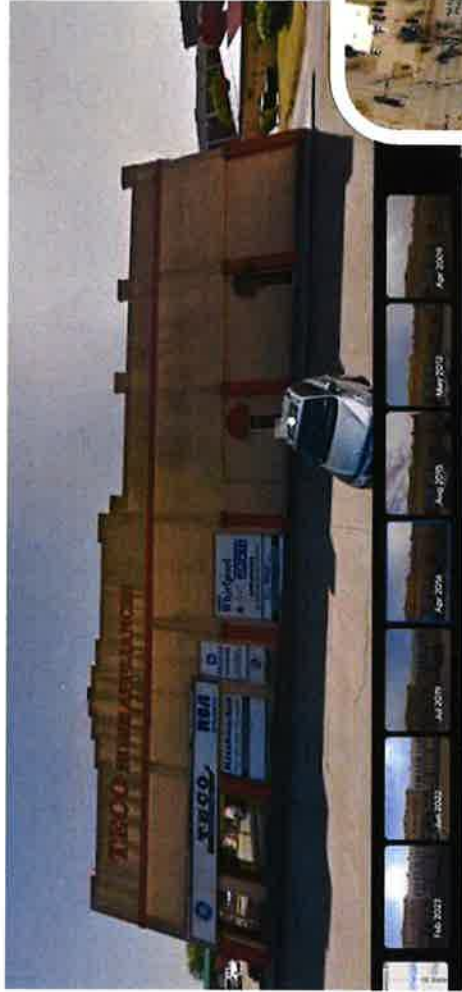
Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk



APPEAL OF PM-ES-0823-0148

- Jay A. Mitchell, II appeals Hearing Examiner's orders on property maintenance violations at 415 SE Frank Phillips Blvd.
- Violations relate to the former TECO Home Appliances Building. Property was acquired from Four S Investment, Inc. in 2017.
- Violations detailed in in the report.





- “Cities and towns in this state shall have the right and power to determine what is and what shall constitute a nuisance within their respective corporate limits ...” 50 O.S. Section 16
- “The municipal governing body may declare what shall constitute a nuisance, and provide for the prevention, removal, and abatement of nuisances.” 11 O.S. Section 22-121
- Section 4-221 Adoption of “International Property Maintenance Code”
- “Section 11-8. Nuisance abatement. This chapter [11] shall be administered and enforced by the building development department [*community development*] and where appropriate, the police and fire departments, and they are granted the authority expressly granted and impliedly needed and necessary for enforcement”

CODE VIOLATIONS

Exhibit F: List of International Property Maintenance Code (IPMC) Violations and Corrective Action Required

IPMC Section	Subject/Title/Heading	Code Language	Corrective Action
IPMC Section 304.6	Exterior Walls	Exterior walls shall be free from holes, breaks, and loose or rotting materials, and maintained waterproof and properly surface coated where required to prevent deterioration.	Remove old adhesive, coating from brick, wall. Repair or replace damaged or deteriorated exterior walls with approved material, waterproof as required. Trim work around all windows and doors shall be repaired/replaced/repainted.
IPMC Section 304.1	Exterior Structure General Requirements	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. * * * 304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings. * * * 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.	Remove old adhesive, coating from brick, wall. Complete necessary repairs to the exterior of the structure with approved materials.
IPMC Section 304.2	Protective Treatments	Exterior surfaces, including but not limited to doors, door and window frames, porches, patios, walkways, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decorative woodwork, shall be protected from the elements and decay by painting or other appropriate economic treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for adhesion by oxidation are exempt from this requirement.	Prep and paint or cover all non-compliant exterior surfaces with an approved product.
IPMC Section 304.13	Window, skylight and door frames	Window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.	Repair or replace damaged or deteriorated / broken / boarded up windows, skylights, and/or door frames with approved materials. Deteriorated trim work around all glass needs to be repaired/replaced and painted.
IPMC Section 304.13.1	Window Glazing	Glazing materials shall be maintained free from cracks and holes.	Repair damaged or deteriorated window glazing with approved materials.

- August 9, 2023: Complaint received by City Neighborhood Services about building exterior condition at 415 SE Frank Phillips Blvd. Validated by Supervisor Mike Wickham, who noted various issues.
- August 10, 2023: Courtesy Notice mailed and posted at the property, giving 10 days to rectify property maintenance violations.
- August 18, 2023: Extension granted until October 20, 2023, via phone and email communication with Mr. Mitchell.
 - **63 Days from August 18th**
- November 1, 2023: Code enforcement case initiated due to lack of progress on repairs.
 - **75 Days from August 18th**
- November 2, 2023: Notice of Violation mailed and posted at the property, listing violations and corrective actions by November 16, 2023, setting a hearing for November 16, 2023.

- November 16, 2023: Hearing postponed to December 13, 2023, at 2:00 PM, at the property site.
 - Mailed Noticed Said at City Hall
- December 13, 2023: On-site hearing held, Mr. Mitchell did not attend, and Hearing Officer issued an order for abatement of property maintenance violations within 120 days.
 - Staff Members located On-Site and in City Hall
- December 14, 2023: Mr. Mitchell expressed confusion via email regarding the hearing.
- December 28, 2023: Order of Citation mailed and posted, ordering abatement by April 26, 2024, and informing of the 10-day appeal window to City Council.
 - **Would Have Been 252 Days Since August 18th 2023**
- January 9, 2024: Appeal requested by Mr. Ronald Cummings, representing Mr. Mitchell, with a \$100 filing fee, scheduling a City Council meeting for February 5, 2024, without specifying the appeal's basis.

DOCUMENTATION

415 SE FRANK PHILLIPS BLVD
 12/13/2023

Code Violation(s):
 Including:
 IPMC 304.6,
 IPMC 304.1,
 IPMC 304.1.1,
 IPMC 304.2,
 IPMC 304.13,
 IPMC 304.13.1



Corrective Action(s):
 Including:
 -Remove old adhesive/coating from brick
 -Repair / replace damaged / deteriorated exterior, walls w/ approved material;
 -Weatherproof as required;
 -Trim work around all windows & doors shall be repaired / replaced / repainted;
 -Complete necessary repairs to exterior of structure w/ approved materials;
 -Prep & paint / cover all non-compliant exterior surfaces w/ approved product;
 -Repair / replace damaged or deteriorated / broken / boarded up windows w/ approved materials;
 -Deteriorated trim work around all glass needs repaired / replaced / painted;
 -Replace damaged or deteriorated window glazing w/ approved materials.

415 SE FRANK PHILLIPS BLVD
12/13/2023

Code Violation(s):
including:

- SPAC 304.1,
- SPAC 304.1.1,
- SPAC 304.2,
- SPAC 304.13,
- SPAC 304.13.1



Corrective Action(s):
including:

- Repair / replace damaged or deteriorated / broken / boarded up windows w/ approved materials;
- Deteriorated trim work around all glass needs repaired / replaced / painted;
- Replace damaged or deteriorated window glazing w/ approved material;
- Prep & paint / cover all non-compliant exterior surfaces w/ approved product.

DOCUMENTATION

415 SE FRANK PHILLIPS BLVD
12/13/2023

Code Violation(s):

Including:

- IPMC 304.6,
- IPMC 304.1,
- IPMC 304.1.1,
- IPMC 304.2,
- IPMC 304.13,
- IPMC 304.13.1



Corrective Action(s):

Including:

- Remove old adhesive/coating from brick
- Repair / replace damaged / deteriorated exterior, walls w/ approved material;
- Weatherproof as required;
- Trim work around all windows & doors shall be repaired / replaced / repainted;
- Complete necessary repairs to exterior of structure w/ approved materials;
- Prep & paint / cover all non-compliant exterior surfaces w/ approved product;
- Repair / replace damaged or deteriorated / broken / boarded up windows w/ approved materials;
- Deteriorated trim work around all glass needs repaired / replaced / painted;
- Replace damaged or deteriorated window glazing w/ approved materials.

DOCUMENTATION

415 SE FRANK PHILLIPS BLVD
 12/13/2023

Code Violation(s):
 Including:
 IPMC 304.6,
 IPMC 304.1,
 IPMC 304.1.1,
 IPMC 304.2,
 IPMC 304.13,
 IPMC 304.13.1



Corrective Action(s):
 Including:
 -Remove old adhesive/coating from brick
 -Repair / replace damaged / deteriorated exterior, walls w/ approved material;
 -Weatherproof as required;
 -Trim work around all windows & doors shall be repaired / replaced / repainted;
 -Complete necessary repairs to exterior of structure w/ approved materials;
 -Prep & paint / cover all non-compliant exterior surfaces w/ approved product;
 -Repair / replace damaged or deteriorated / broken / boarded up windows w/ approved materials;
 -Deteriorated trim work around all glass needs repaired / replaced / painted;
 -Replace damaged or deteriorated window glazing w/ approved materials.

DOCUMENTATION

415 SE FRANK PHILLIPS BLVD
 12/13/2023

Code Violation(s):
 including:
 IPMC 304.6,
 IPMC 304.1,
 IPMC 304.1.1,
 IPMC 304.2,
 IPMC 304.13,
 IPMC 304.13.1



Corrective Action(s):
 including:
 -Remove old adhesive/coating from brick
 -Repair / replace damaged / deteriorated exterior, walls w/ approved material;
 -Weatherproof as required;
 -Trim work around all windows & doors shall be repaired / replaced / repainted;
 -Complete necessary repairs to exterior of structure w/ approved materials;
 -Prep & paint / cover all non-compliant exterior surfaces w/ approved product
 -Repair / replace damaged or deteriorated / broken / boarded up windows w/ approved materials;
 -Deteriorated trim work around all glass needs repaired / replaced / painted;
 -Replace damaged or deteriorated window glazing w/ approved materials.

DOCUMENTATION

415 SE FRANK PHILLIPS BLVD
12/13/2023

Code Violation(s):

Including:

- IPMC 304.6,
- IPMC 304.1,
- IPMC 304.1.1,
- IPMC 304.2,
- IPMC 304.13,
- IPMC 304.13.1



Corrective Action(s):

Including:

- Remove old adhesive/coating from brick
- Repair / replace damaged / deteriorated exterior, walls w/ approved material;
- Weatherproof as required;
- Trim work around all windows & doors shall be repaired / replaced / repainted;
- Complete necessary repairs to exterior of structure w/ approved materials;
- Prep & paint / cover all non-compliant exterior surfaces w/ approved product;
- Repair / replace damaged or deteriorated / broken / boarded up windows w/ approved materials;
- Deteriorated trim work around all glass needs repaired / replaced / painted;
- Replaces damaged or deteriorated window glazing w/ approved materials.

415 SE FRANK PHILLIPS BLVD
 12/13/2023

Code Violation(s):
 Including:
 IPMC 304.6,
 IPMC 304.1,
 IPMC 304.1.1,
 IPMC 304.2,
 IPMC 304.13,
 IPMC 304.13.1



Corrective Action(s):
 Including:
 -Weatherproof as required;
 -Trim work around all windows & doors shall be repaired / replaced / repainted;
 -Repair / replace damaged or deteriorated / broken / boarded up windows w/ approved materials;
 -Deteriorated trim work around all glass needs repaired / replaced / painted;
 -Replace damaged or deteriorated window glazing w/ approved materials.

DOCUMENTATION

415 SE FRANK PHILLIPS BLVD
12/13/2023

Code Violations:
Including:
IFMC 304.6,
IFMC 304.1,
IFMC 304.1.1,
IFMC 304.2,
IFMC 304.13,
IFMC 304.13.1



Corrective Actions:
Including:
-Repair / replace damaged / deteriorated exterior, walls w/ approved material;
-Weatherproof as required;
-Trim work around all windows & doors shall be repaired / replaced / repainted;
-Complete necessary repairs to exterior of structure w/ approved materials;
-Prep & paint / cover all non-compliant exterior surfaces w/ approved product;
-Repair / replace damaged or deteriorated / broken / boarded up windows, door frames w/ approved materials;
-Deteriorated trim work around all glass needs repaired / replaced / painted;
-Replace damaged or deteriorated window glazing w/ approved materials.

DOCUMENTATION

415 SE FRANK PHILLIPS BLVD
12/13/2023



Code Violation(s):

Including:

- IPMC 304.6,
- IPMC 304.1,
- IPMC 304.1.1,
- IPMC 304.2,
- IPMC 304.13,
- IPMC 304.13.1

Corrective Action(s):

Including:

- Repair / replace damaged / deteriorated exterior, walls w/ approved material;
- Weatherproof as required;
- Trim work around all windows & doors shall be repaired / replaced / repainted;
- Complete necessary repairs to exterior of structure w/ approved materials;
- Prep & paint / cover all non-compliant exterior surfaces w/ approved product;
- Repair / replace damaged or deteriorated / broken / boarded up windows, door frames w/ approved materials;
- Deteriorated trim work around all glass needs repaired / replaced / painted;
- Replace damaged or deteriorated window glazing w/ approved materials.

DOCUMENTATION

415 SE FRANK PHILLIPS BLVD
 12/13/2023

Code Violation(s):
 Including:
 IPMC 304.6,
 IPMC 304.1,
 IPMC 304.1.1,
 IPMC 304.2,
 IPMC 304.13,
 IPMC 304.13.1



Corrective Action(s):
 Including:
 -Repair / replace damaged / deteriorated exterior, walls w/ approved material;
 -Weatherproof as required;
 -Trim work around all windows & doors shall be repaired / replaced / repainted;
 -Complete necessary repairs to exterior of structure w/ approved materials;
 -Prep & paint / cover all non-compliant exterior surfaces w/ approved product;
 -Repair / replace damaged or deteriorated / broken / boarded up windows, door frames w/ approved materials;
 -Deteriorated trim work around all glass needs repaired / replaced / painted;
 -Replace damaged or deteriorated window glazing w/ approved materials.

DOCUMENTATION

415 SE FRANK PHILLIPS BLVD
 12/13/2023

Code Violation(s):
 Including:
 IPMC 304.6,
 IPMC 304.1,
 IPMC 304.1.1,
 IPMC 304.2,
 IPMC 304.13,
 IPMC 304.13.1



Corrective Action(s):
 Including:
 -Repair / replace damaged / deteriorated exterior, walls w/ approved material;
 -Weatherproof as required;
 -Trim work around all windows & doors shall be repaired / replaced / repainted;
 -Complete necessary repairs to exterior of structure w/ approved materials;
 -Prep & paint / cover all non-compliant exterior surfaces w/ approved product;
 -Repair / replace damaged or deteriorated / broken / boarded up windows, door frames w/ approved materials;
 -Deteriorated trim work around all glass needs repaired / replaced / painted;
 -Replace damaged or deteriorated window glazing w/ approved materials.

DOCUMENTATION

415 SE FRANK PHILLIPS BLVD
12/13/2023

Code Violation(s):
 Including:
 IPMC 30A.6,
 IPMC 30A.1,
 IPMC 304.1.1,
 IPMC 30A.2,
 IPMC 304.13,
 IPMC 304.13.1



Corrective Action(s):
 Including:
 -Repair / replace damaged / deteriorated exterior, walls w/ approved material;
 -Weatherproof as required;
 -Trim work around all windows & doors shall be repaired / replaced / repainted;
 -Complete necessary repairs to exterior of structure w/ approved materials;
 -Prep & paint / cover all non-compliant exterior surfaces w/ approved product;
 -Repair / replace damaged or deteriorated / broken / boarded up windows, door frames w/ approved materials;
 -Deteriorated trim work around all glass needs repaired / replaced / painted;
 -Replace damaged or deteriorated window glazing w/ approved materials.

DOCUMENTATION

415 SE FRANK PHILLIPS BLVD
 12/13/2023



Code Violation(s):
 Including:

- IPMC 304.6,
- IPMC 304.1,
- IPMC 304.1.1,
- IPMC 304.2,
- IPMC 304.13,
- IPMC 304.13.1

Corrective Action(s):

- Including:
- Remove old adhesive/coating from wall
 - Repair / replace damaged / deteriorated exterior, walls w/ approved material;
 - Weatherproof as required;
 - Trim work around all windows & doors shall be repaired / replaced / repainted;
 - Complete necessary repairs to exterior of structure w/ approved materials;
 - Prep & paint / cover all non-compliant exterior surfaces w/ approved product;
 - Repair / replace damaged or deteriorated / broken / boarded up windows w/ approved materials;
 - Deteriorated trim work around all glass needs repaired / replaced / painted;
 - Replace damaged or deteriorated window glazing w/ approved materials.



APPEAL OF PM-ES-0823-0148

- Staff recommends denial of the appeal.
- Enforcement of Hearing Officer's Order.
- Property owner must rectify violations by April 26, 2024.
- Failure to comply will result in citations.
- Corrective actions specified in Exhibit F, Courtesy Notice (Exhibit B), and Request for Voluntary Compliance (Exhibit C).



Elaine Banes

From: Elaine Banes
Sent: Monday, February 5, 2024 4:27 PM
To: Larry Curtis; Greg Collins; Mike L. Bailey
Subject: From Jay Mitchell
Attachments: Response_to_Council.pdf

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



From: Jay Mitchell <jamts@mac.com>
Sent: Monday, February 5, 2024 4:25 PM
To: Elaine Banes <rebanes@cityofbartlesville.org>
Subject: Re: Requested Information

CAUTION: External Source. THINK BEFORE YOU CLICK!

Hello Elaine.

Please see the attached letter. Notice it also has an attachment within it that is a yellow-highlighted copy of Exhibit D. Please print in color if possible so that highlighting will show.

Thanks for your help!!

Jay

On Feb 5, 2024, at 12:28 PM, Elaine Banes <rebanes@cityofbartlesville.org> wrote:

February 5, 2024

Re: Appeal of Hearing Officer's Order

To: Bartlesville City Council Members:

The appeal before you today concerns an improper hearing regarding an existing renovation of a property at 415 SE Frank Phillips Blvd. I request today that you vacate the order issued by Mr. Gregory Collins on December 28, 2023, and send the case back to Community Development with a direction from Council to schedule an onsite meeting to be held with me to establish the scope and direction of any work that the City would like to request be performed. The reason for this request is very simple. Proper legal procedure was not followed by the City, thus depriving me of an opportunity to attend the hearing.

At issue today are 2 questions: 1. Was proper notice given for an onsite hearing vs the location specified in the written notice? 2. Should Mr. Collins have recused himself from conducting that hearing, even if it had been held at the proper location?

In its Staff Report, Community Development conveniently did not address either of these very important issues, even though I brought them up repeatedly. Obviously, they cannot defend the issues because the evidence is overwhelming.

It is indisputable that Mr. Collins's November 16, 2023, signed order for continuance specified "City Hall, 401 S. Johnstone Avenue" for the hearing location. It is also indisputable that the hearing was instead conducted at "415 SE Frank Phillips Blvd." without proper notice to Mr. Mitchell.

It is important to understand that I am not today addressing the validity of any allegations of possibly needed repairs to the property. Clearly the renovation is in process and a massive amount of work has already been done to restore this beautiful piece of Bartlesville history and work remains. The status of that can all be discussed at an onsite meeting. But today we are addressing the simple question of whether or not proper procedure was followed and whether or not we address this in the courts or through cooperation from Community Development.

I am happy to work with Community Development as I continue the efforts and I am happy to adjust priorities and timelines to fit requests by the City. But I am NOT willing to let an order stand from a hearing that was conducted at a location and in a manner that was not in the original written order that was served to me. At the last minute, the City changed the location to an onsite meeting. I responded by asking for a phone call and explanation as to why the hearing was not being held as scheduled at the original location specified in the written order. I was ready to attend the hearing at the original location. I received no response until after the hearing was held incorrectly onsite without me and I got conflicting information from various City employees in the following days as to what was decided. In fact it took 2 weeks for the City to even issue a written order and it was only done after I made multiple requests. I then asked for the order to be set aside to give us an opportunity to sit down and resolve the matter and schedule an onsite meeting instead of wasting City time and tax dollar by going before City Council with this. My request was denied by Community Development. Thus we are here today.

If the Council does not vacate this improper order. Then I will seek relief from the courts, which will surely rule that a hearing must be conducted at the location specified in the original written notice given to a property owner. Proper notice is fundamental to all legal proceedings and must be strictly followed.

You may hear Community Development backpedal and claim the "hearing was conducted in both places". This is not only impossible, but also a preposterous notion. A hearing is only in one location. I was ready to attend at the location in the notice I received. Furthermore, I would have attended by phone while Mr. Collins was onsite, if I had received a response or a phone call while they were onsite.

Although the conducting of the hearing in an incorrect location is reason enough to vacate this order. There is a second matter as well. And this matter puts the City's improper behavior in an important context. The hearing officer, Mr. Collins, is involved in a very personal legal dispute with me. It stems from his illegally directing City employees to trespass inside at another property of mine and steal a refrigerator that was inside and up 3 flights of stairs in February of 2023. Records were then likely falsified as part of an apparent coverup. The details of this case are too much for this letter. But the City and Mr. Curtis and Mr. Collins are all very aware that there is pending civil and criminal liability being addressed, as well as violation of civil rights. Mr. Collins was investigated by Mr. Curtis for this

refrigerator theft and Mr. Curtis called me and told me that he found the City was at fault and made an offer to buy me a new refrigerator. Then, without my permission again, the City apparently retrieved the stolen refrigerator from some unknown location where it was being held, and trespassed again on my property, went inside and back up 3 flights of stairs inside and returned it in damaged condition and damaged the building itself again upon that second trespassing event. All of this is well documented and Mr. Collins and Mr. Curtis are well aware that the case is not resolved and that civil and criminal legal action is pending as Open Records Requests are being fulfilled.

The above situation has tainted Mr. Collins ability to be unbiased (or at the very least to be free or the appearance of bias to a neutral observer) and therefore, as I requested at multiple times prior to the improper onsite hearing, Mr. Collins must recuse himself from this matter until the criminal and civil issues involving the refrigerator theft, trespassing, destruction of property, civil rights violations, conspiracy, etc, are resolved.

If there is any doubt as to the possibility of deception and bias, then I would like to direct the Council's attention to the Staff Report that you have been supplied by Community Development. The attempt to deceive the Council is rather glaring.

For example, they say "Mr. Mitchell did not attend the hearing" on November 16, 2023. This is untrue. The hearings allow for telephone attendance, and I prearranged this with Community Development and took the action myself to attend by phone.

Then, in the Staff Report, they go on to deceive you again by saying "Hearing Officer Greg Collins informed Mr. Mitchell that the hearing would be continued to Wednesday December 13, 2023, at 2:00pm on the property site at 415 SE Frank Phillips Boulevard." Mr. Collins's own EXHIBIT D (see attached) exposes this deception. The continuance notice clearly states "The Hearing Officer orders this hearing to be continued to the 13th day of December 2023 at 2:00pm in the 1st floor conference room at City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma."

In light of all the above, I kindly request that Council direct Community Development to vacate the order and work with me to arrange a date for an onsite meeting to make a plan. Furthermore, given the pending criminal and civil legal issues that are ongoing since the refrigerator theft in February 2023, I request that Council direct Mr. Collins to recuse him from this property maintenance case.

Thank you for your time.
Jay Mitchell



EXHIBIT D

**CITY OF BARTLESVILLE, OKLAHOMA
PROPERTY MAINTENANCE HEARING
ORDER OF CONTINUANCE - FAILURE TO APPEAR**

CASE NUMBER: PM-ES-1123-0163 NSO: Wickham
PROPERTY OWNER: Jay Mitchell
PROPERTY ADDRESS: 415 S. Frank Phillips Blvd
LEGAL DESCRIPTION: _____
ORIGINAL HEARING DATE AND TIME: 11-16-2023
PREVIOUS CONTINUANCES, DATES AND TIMES:

WHEREAS, a hearing on the above referenced case was scheduled and held according to law on this 16th day of November, 2023 at 2:00 a.m./pm; and
WHEREAS, the above referenced owner or a representative of said owner failed to appear at said hearing;
WHEREAS, information and evidence presented by the above referenced NSO confirmed that some progress has been made to voluntarily abate the violations identified in the above referenced case; and
WHEREAS, Hearing Officer finds good cause exists to continue this hearing to a future date in order to allow additional time and opportunity for the voluntary abatement of the referenced case.

NOW, THEREFORE:

The Hearing Officer orders this hearing be continued to the 13th day of December, 2023 at 2:00 a.m./pm in the 1st floor conference room at City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma.

The Hearing Officer orders that the following action shall be completed on this property by the property owner by the above identified hearing date to voluntarily abate the violations identified in this case. Owner is hereby advised that failing to complete said action before this date may result in legal action by the City of Bartlesville.

owner participated in a phone call hearing.

Owner is hereby advised that failing to complete the above identified action by this date may result in legal actions and penalties by the City, including appearance in Municipal Court.

By posting of this order on the above referenced property, the property owner and/or his representative is hereby ordered to appear at this hearing. No further notice is required.

Signed this 16th day of November, 2023, as follows:

Hearing Officer

Gray Skott

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on the appointments of Kimberly Harrington, Linda Radaker, and Tyler Vaclaw, to the Keep Bartlesville Beautiful (KBB) Committee each for a three year term.

II. STAFF COMMENTS AND ANALYSIS

In alignment with the Council's vision for enhancing the visual appeal and environmental sustainability of our city, I am pleased to submit my nominations for the newly established Keep Bartlesville Beautiful (KBB) Committee, as per Article III Division 9 of the City Code. The individuals nominated have demonstrated exceptional dedication and possess unique skills beneficial for the committee's objectives.

Kimberly Harrington – Bartlesville Young Professionals

Kimberly Harrington has been an active member of the Bartlesville Young Professionals, where she has significantly contributed to various community beautification projects. Her involvement with the youth brings a fresh perspective and innovative ideas that align with KBB's mission. Her networking skills and enthusiasm make her an ideal candidate to engage younger demographics in our environmental initiatives.

Linda Radaker – Development Director, Lighthouse Outreach Center

As the Development Director of the Lighthouse Outreach Center, Linda Radaker has extensive experience in community development and organizing volunteer-driven initiatives. Her role has given her valuable insights into effective team management and project execution. Linda's expertise in community outreach and her passion for service will be instrumental in mobilizing volunteers and resources for KBB projects.

Tyler Vaclaw – Bartlesville Chamber of Commerce

Representing the Bartlesville Chamber of Commerce, Tyler Vaclaw brings a unique blend of business acumen and community engagement. His understanding of local businesses and their potential role in supporting KBB's goals is vital. Tyler's ability to foster partnerships with local enterprises can facilitate innovative collaborations and resource sharing for KBB's projects.

The collective expertise and diverse backgrounds of these nominees will greatly contribute to the KBB's vision of a more beautiful and sustainable Bartlesville. Their individual strengths complement each other, forming a robust team capable of leading effective initiatives and

fostering community involvement. There would still be one opening on the committee if these individuals are approved.

III. RECOMMENDED ACTION

Approval of the appointments of Kimberly Harrington, Linda Radaker, and Tyler Vaclaw, to the Keep Bartlesville Beautiful (KBB) Committee each for a three year term.

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Thursday, February 15, 2024 1:54 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Keep Bartlesville Beautiful
- Park Board

Name

Kimberly Harrington

Residential Address

1613 Harris Drive
Bartlesville, OK 74006
[Map It](#)

Home Phone

(918) 815-7381

Work Phone

(918) 815-7381

Cell Phone

(918) 815-7381

Email

kimberlydawn@kw.com

Ward Number

1

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

As a realtor, it is very important to me that people come to Bartlesville and see the same beautiful city I do. I am very proud of our community and I am constantly searching to be more involved. As an avid outdoor enthusiast, I feel very drawn to focus my energy on our city pathways, parks and lakes.

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

I have participated in many local charity benefits such as Big Brothers Big Sisters. I currently serve on the Cooper Dog Park Board for the last year. I have been involved with many committees within Young Professionals and now serve as Social co-chair. I have served on the Keller Williams Red Day Golf Tournament Committee three years in a row. Red Day is Keller Williams way to give back. We have chosen a different nonprofit to benefit each year. Last year we raised over \$20,000 for The Cottage. I am currently active in Leadership Bartlesville Class 33.

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

As a newly established board, I am excited to see how we can maintain and further the beauty held within our community. I am eager to create more awareness within the community and to fold in more community members to the beautification project. Bartlesville is a very clean community. To elevate our standards will generate a healthier mindset to all across the county.

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Monday, February 19, 2024 2:01 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Keep Bartlesville Beautiful

Name

Linda Radaker

Residential Address

216 Martin Ln
Dewey, OK 75029
[Map It](#)

Home Phone

(918) 440-0051

Work Phone

(918) 336-9029

Cell Phone

(918) 440-0051

Email

linda.radaker@gmail.com

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

I am Director of Development at Lighthouse Outreach Center. I am a graphic designer and handle all social media and print material. I have lived in the Bartlesville area for 34 years.

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

I worked at the Chamber of Commerce for 5 years, and taught at Oklahoma Wesleyan University for 6 years. I am active at Grace Community Church.

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

Help beautify Bartlesville, especially the west side.

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Tuesday, February 13, 2024 12:57 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Keep Bartlesville Beautiful

Name

Tyler Vaclaw

Residential Address

3055 SE Bison Rd
Bartlesville, OK 74006
[Map It](#)

Home Phone

(713) 997-9853

Work Phone

(918) 977-7408

Cell Phone

(713) 997-9853

Email

tvacław@sbcglobal.net

Ward Number

unknown

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

seriously?
ok, get comfortable....
Chair BRTA 5 years
Vice Chair Downtown Beautification Project 2016?
Chair Bartlesville Cricket Field fundraising and build out fields 1 and 2 2018-2024
Chairman Chamber of Commerce - Christmas in the Ville expansion 2019-present
Vice Chair Play for Burk Foundation/ Lead- Daffin the Ville annual beautification project 2019-2023
worked with Beaman on beautification projects for persons with potential liens on the homes. 2018/2019
Lee Lake beautification project- planting vegetation and installing benches around the track. 2017
Chair Leadership BVL/ West side entrance sign 2005?

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

See above, my fingers hurt from typing!

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

long term plans for beautification projects across bartlesville, new entrance signs, creating partnerships with local support groups/churches on projects.

BARTLESVILLE ADULT CENTER TRUST AUTHORITY

1400 WASHINGTON BLVD.

BARTLESVILLE, OK 74006

Etta Love and Nancy Swan would like to be reappointed for another 2-year term as of March 2024. Both have served their previous term in helping with 55+ Activity Center as members of good standing. We would like them both to be reappointed for a second term at the next City Council meeting.

In addition, due to the passing of Arnie Shiers, we are recommending Mr. Mark Manuel to fill the vacancy. Mr. Manuel has been a member in good standing of the Activity Center since 2005 and served on the Board of Directors in the past.

Thank you for your consideration of our recommendations.

LaVeta J. Fickel

Director, 55+ Activity Center

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Thursday, February 15, 2024 2:45 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Bartlesville Adult Center Trust Authority

Name

Mark Manuel

Residential Address

1508 Cherokee Pl
Bartlesville, Ok 74006
[Map It](#)

Cell Phone

(918) 841-1790

Email

memokie@yahoo.com

Ward Number

3

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

Been a member of 55+ Activity Center since 2005. Have served on the Board of Directors and helped out on a weekly basis in helping maintain the building.

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

Moved back for California to help take care of my father and mother in their time of need.
Was activity in California with trade originations.
Drove community van for Bartlesville transporting people to appointments and different destinations.

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

We need to help keep older citizens active and this organization is the best way to do that.



Agenda Item 6.b.iv.
Date February 26, 2024
Prepared by Terry Lauritsen
Water Utilities Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

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

II. STAFF COMMENTS AND ANALYSIS

Ms. Larson's term on the SSIOC expired in February 2024. She is eligible for another term and has agreed to serve again.

III. RECOMMENDED ACTION

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

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Reappoint Andy Dossett to the City Planning Commission for his second full three-year term.

Attachments: None

II. STAFF COMMENTS AND ANALYSIS

Andy Dossett was originally appointed in July of 2020 to fill the unexpired term of Annah Fischer. That term expired February 2021. He was subsequently reappointed for his first full three-year term, which expired at the end of February 2024. Mr. Dossett has dutifully and conscientiously served during his tenure on the City Planning Commission. He has indicated his interest in continuing to do so.

III. RECOMMENDED ACTION

Reappoint Andy Dossett to the City Planning Commission for his second three-year term.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a lease agreement between B The Light and City of Bartlesville.

Attachments: Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

I am writing to summarize the lease agreement recently executed between the City of Bartlesville, Oklahoma, as the Lessor, and B The Light, as the Lessee. This agreement, effective as of the specified date in 2024, concerns the leasing of property located at 240 NW. Penn Ave., Bartlesville, Oklahoma 74003. The property, comprising Lots 23 & 24 Block 1 GEO. B. Keller Second Addition.

The lease outlines that the property is leased to B The Light for a term not exceeding one year, with the lease operating on a month-to-month basis from the effective date. Either party has the option to terminate the lease by providing a written notice at least ten days before the end of any month during the lease term.

A notable aspect of the lease is the rent arrangement, where the annual rent is set at a nominal \$1.00. Additionally, B The Light is obliged to provide storage space in their main building's basement for the Lessor's use and ensure reasonable access to these stored materials during normal business hours.

Maintenance responsibilities, including all necessary repairs, fall under the purview of B The Light, who will bear the associated costs. Furthermore, B The Light is tasked with maintaining comprehensive property, casualty, and general public liability insurance for the leased premises, with the City of Bartlesville named as an additional insured.

The lease also stipulates that all real estate taxes related to the leased premises and personal property taxes of B The Light's business are to be paid by B The Light. In the event of holding over post-termination, the lease terms specify that the rent will increase to 200% of the prior annual rate.

For indemnification, the lease requires B The Light to shield the City of Bartlesville from any claims or liabilities that may arise from incidents on the leased premises. Upon the expiration or early termination of the lease, B The Light is to surrender the property in good condition, accounting for reasonable wear and tear.

The agreement addresses default and remedies, noting that non-payment or breach of any lease term by B The Light could lead to lease termination and cost recovery by the City of Bartlesville.

The lease emphasizes that no waiver for any breach is to be considered a waiver for any subsequent breach.

B The Light is assured peaceful enjoyment of the property upon fulfilling their lease obligations, and the lease process for notices and demands is clearly laid out. Governed by the laws of the State of Oklahoma, the lease also provides for the awarding of reasonable attorneys' fees to the prevailing party in any legal action required to enforce the lease terms.

This agreement was duly signed and executed by representatives of both the City of Bartlesville and B The Light. Please refer to the attached full lease document for more detailed information.

III. RECOMMENDED ACTION

Approve the lease agreement between B The Light and City of Bartlesville.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date"), by and between the City of Bartlesville, Oklahoma, ("Lessor"), and B The Light ("Lessee").

R E C I T A L S:

A. Lessor leases certain real property with improvements and facilities thereon, Lots 23 & 24 Block 1 GEO. B. Keller Second Addition Bartlesville Oklahoma located at 240 NW. Penn Ave., Bartlesville, Oklahoma 74003, (the "Leased Premises"); and

NOW, THEREFORE, in consideration of the promises, covenants and conditions herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Leased Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for the Term (hereinafter defined) the Leased Premises, subject to the terms and conditions set forth herein.

2. Term and Termination. The term (the "Term") of this Lease shall commence on the Effective Date, and shall remain in effect from month to month for a period not to exceed (1) year; provided, however, that either part shall have the option to terminate its tenancy by giving the other party written notice at least ten (10) days prior to the last date of any month during the lease term.

3. Rent. During the Term of this Lease, Lessee shall pay to Lessor annual rental (the "Rent"), in the amount of \$1.00 the receipt and sufficiency of which is hereby acknowledged by Lessor. Lessee shall also provide Lessor sufficient storage space in the basement of their main building to store all materials currently stored in the Leased Premises. Lessee shall provide Lessor reasonable access to stored materials during normal business hours.

4. Maintenance of Leased Premises. Lessee shall keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon the Leased Premises. The cost of such maintenance shall be the responsibility of Lessee.

5. Insurance. Lessee shall be responsible for maintaining property, casualty and general public liability insurance on the Leased Premises in amounts and with an insurance company acceptable to Lessor, which such insurance shall name Lessor as an additional insured and a certificate

evidencing which shall be provided to Lessor on the Effective Date.

6. Taxes. All real estate taxes on the Leased Premises shall be paid by Lessee. All taxes on the personal property of Lessee and any other taxes on Lessee's business shall be paid by Lessee. Upon request, Lessee shall furnish receipts for payment of all taxes required to be paid hereunder.

7. Holding Over. Should Lessee continue to hold the Property after the termination of this Lease or any Renewal Period, whether the termination occurs by lapse of time or otherwise, such holding over shall constitute and be construed as a tenancy at will at a rental equal to two hundred percent (200%) of the amount of the annual Rent payable during the year prior to the termination of this Lease or any Renewal Period, and upon and subject to all of the other terms, provisions, covenants and agreements set forth herein.

8. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, demands, actions, damages, liability and expense, including without limitation, attorneys' fees, in connection with loss of life, personal injury and/or damage to property to the extent such is arising from or out of any occurrence in, upon, or at the Leased Premises, or any part thereof, which injury or damage was occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, lessees, invitees, licensees or concessionaires. In case Lessor shall, without fault on its part, be made a party in any litigation commenced against Lessor, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and attorneys' fees incurred or paid by Lessor in connection with such litigation.

9. Surrender of Possession. Lessee covenants at the expiration or early termination of the Term of this Lease or any Renewal Period to surrender to Lessor the Leased Premises in good condition, reasonable wear and tear excepted.

10. Default and Remedies. It shall be an event of default under this Lease if Lessee (a) does not pay in full when due any and all installments of Rent or any other charges or payments hereunder within five (5) days of written notice from Lessor of non-payment by Lessee, or (b) violates or fails to perform or otherwise breaches any agreement, term, covenant or condition in this Lease and does not cure or commence to cure such default within fifteen (15) days of written notice of default from Lessor. Upon the occurrence of an event of default, Lessor shall have the right to (a) terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or

arrearages in Rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any other part thereof without being liable for prosecution or any claim of damages therefor and Lessee agrees to pay to Lessor on demand all reasonable costs and expenses, necessarily incurred, including attorneys' fees incurred by Lessor in recovering possession of the Leased Premises and the amount of the loss and damage which Lessor suffers by reason of such termination, due to the inability to relet the Leased Premises on satisfactory terms, and (b) without terminating this Lease, enter upon the Leased Premises and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor immediately on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Lessor hereunder or of any of the damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants contained in this Lease.

Failure or delay by Lessor to enforce one or more of the remedies herein provided or provided by law upon an event of default shall not be deemed or construed to constitute a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease.

11. No Waiver. No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or any subsequent breach thereof.

12. Quiet Enjoyment. Lessor warrants of and further covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all of the terms, covenants, and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Leased Premises without disturbance.

13. Notices and Demand. All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post office by certified or registered mail, postage prepaid, addressed to Lessor or Lessee, respectively, at the following addresses or to such other addresses as the parties may designate in writing from time to time:

If to Lessor:

City of Bartlesville,
Oklahoma 401 S.
Johnstone
Bartlesville, Oklahoma 74003

If to Lessee:
B the Light
219 N. Virginia Avenue
Bartlesville, OK 74003

14. Law Governing. This Lease shall be governed by and enforced in accordance with the laws of the State of Oklahoma.

15. Attorneys' Fees. If either party hereto is required to bring an action at law or in equity to protect its rights hereunder, or to enforce some covenant, condition, or provision hereof, the prevailing party in said action shall be entitled to reasonable attorneys' fees incurred by the prevailing party in such action.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the Effective Date.

Lessor:

City of Bartlesville.

By: _____
City Manager/CFO

Lessee:

Be the Light

By: _____
Be the Light

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to adopt a contract with United Systems for upgrades to the library's WiFi network. Federal E-rate Category 2 funds cover 80% of the total cost, and the library will cover the remaining \$4,725.

Attachments:

United Systems contract
E-rate Category 2 Bid Evaluation Grid

II. STAFF COMMENTS AND ANALYSIS

The Library's Wi-Fi network has been operating at near capacity for a year. With the help of the IT department, a list of needed improvements and additions was drafted.

An RFP was prepared by Kellogg & Sovereign, the library's E-rate consultants, and three responses were evaluated. United Systems was selected to receive the contract.


The Bartlesville Public Library, like all other libraries and schools, qualifies for federal and state monies to pay for internet services. E-rate has two categories of funding. Category 1 covers broadband connectivity and internet services. Category 2 covers 80% of the cost of products and cabling to improve internal networks (access points, routers, switches, cabling, etc.).

Utilizing this funding to improve our Wi-Fi network capacity and having 80% of the cost paid by Federal E-rate funding is optimum. We have adequate funding in our special library fund to cover the cost and this will be an excellent use of those funds.

III. RECOMMENDED ACTION

Staff is recommending approval of the United Systems agreement.

E-RATE BID EVALUATION GRID

Organization Name:	Bartlesville Public Library	E-Rate Yr:	2024-25
Prepared by:	Cindy Yell	Title:	Assistant Director
Signature:		Date:	2/21/2024

22,241.25

Description of Service:									
Service Provider	E-Rate Eligible Costs	Other Costs - Not Eligible	Price-Erate	Price-Other Costs	Prior Experience	Personnel Qualifications	Responsiveness	Technical Merit	Total Points
<i>Points Possible for Each Bid</i>									
1 Cyberogue Corp	54,548.73		30.000	5	20	10	15	20	100
2 IK Network Solutions	17,793.00		9.786	5.000	0	2	5	0	21,786
3 United Systems	23,620.18		30.000	5.000	5	10	9	10	69,000
4			22.599	5.000	10	10	15	20	82,599
5									0.000
6									0.000
7									0.000
8									0.000
9									0.000
10									0.000

EVALUATION RATIONALE (Attach additional pages as necessary)

Although IK Network Solutions is the lowest bidder, using their non-Meraki equipment would require the complete replacement of the library's network, adding a huge amount of additional labor and strain on the IT department's workflow. Cyberogue Corp's bid was far too high and included tax. United Systems is based in Oklahoma, offers the preferred equipment, and is reasonably-priced.

ATTACHMENT A
Pricing Authorizations

Name of Company: United Systems

Name of Applicant: Bartlesville Public Library

Form 470# 240006182

Pricing submitted by: David Laase

TOTAL AMOUNT PROPOSED \$23,620.18_____

Signature acknowledges review of the e-bidding program for the issuance of any related addenda and further acknowledges the signatory is authorized to provide this pricing:

Signature: David Laase

Title: Sales Solutions Manager

Date: January 16, 2024

Combine this completed cover page with your proposal along with Attachments , B and C (if required) as one .pdf file, then upload to Bonfire.



Bartlesville Public Library E-rate FY2024-2025 YR27



**Category 2 Internal Connections
FCC Form 470 #240006182**

Prepared By:

David Laase

Sales Solutions Manager

SPIN #143004698

January 16, 2024

January 16, 2024

Bartlesville Public Library
Cindy Yell
Assistant Director
600 S Johnstone Ave
Bartlesville, OK 74003-4630

Dear Cindy Yell,
United Systems is pleased to present this proposal for E-rate FY2024-2025 YR27 Internal Connections. This proposal is designed specifically for your district to facilitate the purchase and installation of E-rate eligible network equipment. It combines our breadth of product and services offerings with the knowledge and abilities of our certified technical personnel to provide a cost-effective solution ensuring the reliability and availability of the technology deployed throughout your school district.

Upon review of this proposal, I am available to discuss any questions or concerns. On behalf of United Systems, I appreciate the opportunity and your consideration.

Sincerely,




David Laase

Sales Solutions & Partner Manager
5700 N Portland Ave, Suite 201, Oklahoma City, OK 73112
dlaase@unitedsystemsok.com | www.unitedsystemsok.com

Office | Direct | Mobile
405-523-2162 | 405-778-8326 | 405-818-9574



 **Rate our services:** [How has your experience been with United Systems?](#)

United Complete Managed Services: Total technology support for a fixed monthly price.

Copper & Fiber Cabling / Firewalls / Switches / Routers / Wi-Fi / Data Storage Centers / VOIP Phone Systems / Intercom / Video Surveillance
/ Access Control / Content Filtering / Email Protection / Backup & DR

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EXECUTIVE SUMMARY

Since 1984, United Systems has specialized as a “one-stop” provider for quality technology solutions that combine products with installation and comprehensive support to education, government, and business institutions across Oklahoma, Arkansas, Texas, Kansas and Missouri. Our Managed Services solution, United Complete, is a core part of our portfolio that includes remote monitoring, as well as remote and on-site support, to provide a proactive technology management and support solution. Our expertise and experience, combined with state-of-the-art assessment, provide design and advisement that are second to none. From implementation through support, our commitment to excellence and service ensures results for our clients, whether making use of their current investment or moving forward into new areas of technology.

We specialize in every aspect of technology products and integration, from desktops and laptops to network infrastructure, phone systems, video surveillance and network security. Our breadth of knowledge with software and network operating systems affords us a better overall understanding of the customer environment than most integrators, and it shows in our results. United Systems has built our reputation on the philosophy of **“Relationships Through Service”** and our staff delivers on that promise every day.

Our executive management team has decades of combined, extensive background in both corporate and public sector IT leadership, and our engineers’ experience in complex solutions design and deployment sets us apart. United Systems works in business-critical technology environments every day and have for over 39 years. We have full-time resources dedicated to all key operational areas, including service, accounting, sales, engineering, design, project management, and procurement. United Systems employs approximately 40 full-time personnel; the majority of whom are experienced IT professionals.

Our products and services include, but are not limited to:

- Assessment, design, product procurement, implementation and support for all technology solution areas listed
- Wired and wireless LAN/WAN switches, access points and modules
- Structured Category 6 and optical fiber cabling
- Servers, storage and data center solutions
- Data protection, disaster recovery and business continuity
- Comprehensive maintenance agreements with remote monitoring and support
- Server consolidation and virtualization
- Network security, firewall and content filter
- Printing, and MFP devices
- Desktop, laptop, tablet, mobile, and peripherals
- VoIP phone systems and unified communications
- Intercom and bell systems
- Video surveillance and electronic access control
- Distance learning, video conferencing, video distribution and digital signage
- Mobile device management (MDM) and 1:1 classroom technology
- Cybersecurity products and services

Each customer has a different set of requirements, and we tailor our services to meet or exceed those requirements.

We look forward to the opportunity to serve Bartlesville Public Library for many years.

E-RATE PROPOSAL OVERVIEW

This proposal by United Systems for Bartlesville Public Library describes equipment and services that meet or exceed the requirements set forth in the E-rate FY2024-2025 Form 470/Request for Proposal. Key elements considered by United Systems in the development of this proposal include background knowledge derived from a working relationship with Bartlesville Public Library and an application of relevant experience gained from our experience helping other school districts with similar technological challenges.

Project Scope – Category 2 Internal Connections

The goal of this proposal is to provide Bartlesville Public Library with technical services required to install and configure equipment purchased under the E-rate Program.

United Systems proposes Cisco Meraki wireless access points as per RFP.

United Systems proposes a Cisco Meraki MX95 firewall appliance with 5YR security bundle license.

United Systems proposes a Category 6 structured cabling system for new wireless access point locations. The cable plant will be installed at or above current standards and follow industry approved cabling practices.

SEE ATTACHED QUOTE/DOCUMENT FOR ADDITIONAL DETAILS.

United Systems understands the Bartlesville Public Library E-rate FY2024-2025 YR27 Internal Connections Request for Proposal (RFP) to require the following elements:

1. Provide wireless access points.
2. Provide Cat6 structured network cabling for wireless access points.
3. Provide district firewall.

Our proposal provides complete responses for all areas requested.

STATEMENT OF WORK

Scope of Services

This Statement of Work ("SOW") describes the E-rate Internal Connections eligible services to be provided by United Systems, Inc. ("USI" or "United Systems") to Bartlesville Public Library ("Customer"). This SOW defines the services to be performed to implement a successful project.

Site Survey/Assessment

United Systems is committed to provide a smooth and successful installation experience for our customers. We will do all that we can to ensure the project is successful and exceeds our customer's expectations. We have determined through experience that customer site preparation issues are a frequent cause of installation delays. United Systems may conduct a site survey to verify installation locations, parts and any additional mounting hardware that may be required. This data collection will validate the assumptions, requirements, procedures and responsibilities set forth in the SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of services will be modified to reflect the actual conditions of implementation. This process additionally facilitates ordering and billing of the parts required for installation. United Systems will verify that the Customer has correct power outlets and sufficient physical space for installation. Prior to the site survey, United Systems requires floor plans/fire escape plans of buildings to verify location of proposed equipment and cabling.

Project Management

United Systems will assign a project manager as a single point of contact responsible for coordination of all activities. This project manager will coordinate the entire implementation to optimize the productivity of resources and attempt to prevent disruptions to the project.

Purchasing of Equipment

From time to time, manufacturers update their products and solutions to offer new features and improved performance. United Systems will initiate service substitution requests for equipment with newer or updated components to ensure Bartlesville Public Library benefits from the newest technology at the time of purchase. All substitutions for equipment will be coordinated with Bartlesville Public Library.

Installation of Wireless Access Points

United Systems will provide the following for Bartlesville Public Library pursuant to this project.

1. United Systems will unpack and inspect all hardware prior to installation.
2. United Systems will install and test appropriate cabling to support deployment of wireless access points and terminate cabling in a rack provided by the customer or installed as part of this project.
3. United Systems will utilize appropriate hardware to mount each wireless access point in a location determined by the predictive RF Plan.
4. United Systems will confirm wireless access point location, available power and LAN access.
5. United Systems will connect the network cabling to the wireless access point.
6. United Systems will upgrade wireless access point to the most stable firmware during installation.

7. United Systems will configure access point channel, transmit power, and data rates and protocol settings according to the RF Plan.
8. United Systems will configure a wireless network identifier (SSID) and configure appropriate security to allow secured connections to the customer's network.
9. United Systems will configure wireless access point with appropriate IP settings.
10. United Systems will, at the direction of the customer, configure and secure an SSID to be used for non-employee and guest access to networks designated by the customer.
11. United Systems will test communication using a system with wireless capability.
12. Implementation of wireless VLANs may require network reconfiguration of existing network infrastructure. Existing switches may also require updated firmware.
13. United Systems will label all new equipment procured using E-rate funds in a manner that clearly displays E-rate Funding Year, 471 Number, Funding Request Number (FRN) and Service Provider Number (SPIN).

QUOTE DOES NOT INCLUDE A LIFT

Installation of Firewall Appliance

United Systems will provide the following Bartlesville Public Library pursuant to this project:

1. United Systems will unpack and inspect all hardware prior to installation.
2. United Systems will install firewall appliance into server rack.
3. United Systems will update the firmware to the latest build.
4. United Systems will address the firewall with the provided IP addressing scheme.
5. United Systems will configure interface IP addressing.
6. United Systems will configure basic routing.
7. United Systems will configure basic rules to allow connectivity to Internet.
8. United Systems will transfer rules and translations from previous firewall onto new firewall, if applicable.
9. United Systems will configure address translations as necessary to support email, webserver, wave servers, etc.
10. United Systems will test the firewall and verify installed correctly.
11. United Systems will configure and test remote access VPN for USI support.
12. United Systems will help Bartlesville Public Library staff with instruction of basic firewall operation.
13. United Systems will assist Bartlesville Public Library staff with the original firewall definitions and policies. Detailed or additional definitions will be the responsibility of Bartlesville Public Library.
14. United Systems will perform a basic firewall audit to ensure the Bartlesville Public Library are not vulnerable.
15. United Systems will label all new equipment procured using E-rate funds in a manner that clearly displays E-rate Funding Year, 471 Number, Funding Request Number (FRN) and Service Provider Number (SPIN).

Installation of Category 6 Cable

United Systems has invested in trained personnel to implement certified cable plant installations. United Systems will provide the following for the Bartlesville Public Library pursuant to this project:

United Systems will adhere to all BICSI and NEC standards during the installation of the proposed cabling. Occasionally, because of building structural limitations, these standards might be

compromised. If standards are compromised in any way, United Systems will consult with the client to determine course of action. Client signoff will be required.

1. High quality plenum cable will be used in the Category 6 structured network cable drops. Plenum will not emit toxic fumes when exposed to extreme heat. It also has a higher ignition point and will not burn as easily, which enhances the safety of Bartlesville Public Library students and faculty.
2. Pursuant to structured cabling specifications, United Systems will provide and/or adhere to a cable pathway. Data cable and fiber optic cable must be supported every 4-5 feet by J hooks or other hanging support hardware, or travel within cable trays or conduit. All cable runs will have a service loop at both ends.
3. Physical location of proposed wireless access point drops will be finalized during a pre-project meeting. The drops will be terminated in the MDF or IDF communications rack provided by the customer using patch panels and Category 6 jacks. The wireless access point end of the cable will be terminated above ceiling according to the floor plan. United Systems will provide 7-foot plenum-rated, stranded patch cables for the wireless end of the cable drop and up to 3-foot patch cables for the MDF. United Systems will affix labels to new cable drops at the MDF/IDF. All labels will be printed by machine and not hand-written.

Wiring plan for Category 6 Network Cabling

United Systems will install 6 Category 6 plenum rated cable drops for wireless access points. All wireless access point cable drop locations will be terminated in ceiling. United Systems will establish a cable pathway which all cables will follow. The cables will be supported by J hooks every four to five feet.

Bartlesville Public Library Responsibilities

- Provide single point of contact for project communication with United Systems.
- Provide United Systems staff with access to customer facilities affected by this Statement of Work. These facilities should be a safe working environment.
- Ensure no heavy furniture or equipment obstructs access to any corridors, ceilings, walls, or equipment enclosures affected by this Statement of Work.
- Coordinate with the United Systems project manager, in advance, regarding any scheduled building maintenance (such as floor waxing, carpet cleaning, etc.) that would potentially overlap with the project schedule.
- Ensure all necessary customer resources are available for the duration of the project, including technical contacts.
- Provide Administrative User ID's / Passwords and access to all systems involved in this Statement of Work.
- Communicate with all affected Bartlesville Public Library locations advising them of the nature of this project.
- Provide all configuration and system documentation for systems involved in this Statement of Work.
- Provide documentation such as floor plans, room locations of network closets, etc.
- Inform United Systems of any known factors that would affect the installation, i.e., historical facility, asbestos, modular walls, etc.
- Inform United Systems of any known factors that would affect the maintenance of E-rate eligible equipment, i.e., historical facility, asbestos, modular walls, etc.
- Provide adequate power that meets or exceeds the minimum manufacturer's requirements for proper operation. The customer will be responsible for bringing in adequate power if current environment is not adequate enough to proper operation of equipment.

- Attend pre-project and post-project meetings to ensure agreement of service delivery expectations and project parameters among all parties.

United System's Responsibilities

- Provide customer with a single point of contact for project communication.
- Coordinate service delivery and mutually agree on the project schedule with Bartlesville Public Library.
- Provide customer power requirements for each location of equipment.
- Employ regular reporting to identify project tasks, next steps, and potential problems.
- Notify Bartlesville Public Library of any necessary configuration changes necessary to complete the scope of this project.
- United Systems will remove trash from un-boxing of equipment.
- Schedule and conduct pre-project and post-project meetings to ensure agreement of service delivery expectations and project parameters among all parties.

Key Assumptions

- United Systems will not have any work stoppages caused by Bartlesville Public Library departments.
- United Systems will not interrupt regularly scheduled Bartlesville Public Library activities unless required for critical network problem resolution.
- Rack space and power will be made available.

Deliverables/Documentation

- IP Addresses and Authentication information for all installed equipment.
- Additional configuration information necessary for day-to-day maintenance of installed equipment.
- Any manufacturer provided documentation for proposed hardware equipment.

Performance Period

For the purposes of this contract the period of performance will be as agreed upon by both parties.

Standard Service Prices outside the Scope of Work

These are normal education discounts outside an agreed project or this scope of work.

- Engineering rates for services outside the scope of this contract will be billed at \$165.00 per hour.
- Bench technician rates for services outside the scope of this contract will be billed at a rate of \$145.00 per hour.
- Cabling technician rates for services outside the scope of this contract will be billed at a rate of \$130.00 per hour.
- Additional block time can be pre-purchased.
- Travel charges may be applied in work outside the scope of this contract. They will be agreed to prior to being invoiced.
- Payment due 30 days after receipt of invoice

AUTHORIZATION – STATEMENT OF WORK

This document must be completed and signed by all parties listed before any work on project can be performed. No additional terms or conditions will be added to this Statement of Work. The Statement of Work only details how the specific services required will be completed.

Agreed to:

Agreed to:

Bartlesville Public Library

United Systems, Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Date: _____

Date: _____

UNITED SYSTEMS VENDOR INFORMATION

HEADQUARTERS: United Systems, Inc.
5700 N Portland Ave.
Suite 201
Oklahoma City, OK 73112
PHONE: (405) 523-2162 or (800) 333-3549
FAX: (405) 523-2185
WEBSITE: www.unitedsystemsok.com

Service Provider Identification Number (SPIN): 143004698
FCC FRN Number: 0011579935

SALES CONTACTS:

Alvin Myers, President & COO amyers@unitedsystemsok.com	Ext. 305
Jeff Rhein, CTO & VP of Customer Success amyers@unitedsystemsok.com	Ext. 353
Jackson Myers, Texas Ops/Sales Manager jmyers@unitedsystemsok.com	469-453-6464
Alix Duran, Account Manager aduran@unitedsystemsok.com	Ext. 339
Scott Parker, Account Manager jmyers@unitedsystemsok.com	Ext. 343
David Laase, Sales Solutions Manager/E-rate dlaase@unitedsystemsok.com	Ext. 326
Mandy Wood, E-rate mwood@unitedsystemsok.com	Ext. 360

SERVICE/PROJECT CONTACTS:

Rich Brookhart, Director, Technical Services rbrookhart@unitedsystemsok.com	Ext. 303
Stephen Nixon, Technical Project Manager snixon@unitedsystemsok.com	Ext. 352

Service calls can be placed with one of the following tools:

- **Email** – Send Email to support@unitedsystemsok.com. This will generate a trouble ticket in the United Systems Service Dispatch System and email you a ticket number.
- **Phone** – Service Desk (405) 523-2162 ext. 316
- **Service Desk Portal** – Direct access to our ticketing system. Please contact your Sales Account Manager for more information.

UNIVERSAL SERVICES FUND (E-RATE) EXPERTISE

United Systems, Inc. has been involved as a Category 2 Internal Connections, Basic Maintenance and Managed Internal Broadband Services provider and partner for the Universal Service Fund (E-rate) process in K-12 school districts since its inception. We assist an average of eighty Oklahoma school districts each year in attaining their E-rate objectives. The districts that we service have a 100% approval rate for their level of eligible funding.

Each year, all of our staff members attend continuing education courses related to the E-rate program. Account managers attend training provided by leading E-rate consulting experts to stay abreast of rule changes, and our leadership team attends training conducted by USAC in order to provide in-house training United Systems' technical and administrative staff.

We provide the following services related to E-rate:

- Respond to RFPs issued for Internal Connections in regard to Form 470 filing
- Provide detailed design and configuration information as required by RFPs
- Monitor funding decision announcements, rule changes, and news releases, keeping customers informed on these items throughout the year
- Assist customers in filing Form 486 Funding Initiation Forms once they have been approved
- Assist customers in problem-resolution with the SLD and/ or telecommunications service and internet access service providers
- Provide an in-house E-rate specialist who attends periodic SLD Service Provider training to stay up to date

Our expertise in school district technology needs combined with our thorough understanding of E-rate eligible services allow for limited common fiscal resources to meet extraordinary objectives. Our expertise in these areas commonly helps our customers submit applications that satisfy the integrity requirements of the SLD.

Service Provider Identification Number (SPIN): 143004698

FOCUS ON EDUCATION

United Systems' commitment to the K-12 Education Community remains the same as it always has: *To provide our customers with quality, innovative technology solutions.* Due to our long history of service to K-12 education entities, we understand how schools operate and what is necessary to meet their needs. Whether it is working with bids, purchase orders or teachers in the classroom, the terminology, environments and procedures are familiar to us. We also know that those who are trying to manage technology in a school district sometimes wear many hats. Since we have the expertise to handle all facets of a project, it provides our customers the ability to make a single choice to execute the entire project. This removes the issue of multi-vendor management and finger pointing that sometimes takes place when several companies are working on a single project. Our customers have affirmed that this is one of the things they like the most about United Systems.

THE PERSONNEL DIFFERENCE

- Our Executive Management team is led by the former CIO of one of the largest Oklahoma school districts, who also maintains leadership positions in several organizations tied to the education technology industry.
- United Systems employees work in education environments every day and have for over 38 years. Dale Copeland
- We have full-time resources dedicated to key operational areas including: service, accounting, sales, and purchasing, and all understand the elements of education; RFPs, bids, purchase orders, board approvals and fiscal year cycles.

THE SERVICE DIFFERENCE

We are a full-service organization with extensive experience and certification in the equipment and software commonly used in education. We have dedicated personnel to provide expert design, implementation, support and comprehensive solutions in each of the following areas:

- Networks – Structured Cabling, Switches, Wireless, Firewall and Filtering
- Security – Access control and surveillance cameras/NVRs
- Datacenter – Servers, Storage, Backup, Disaster Recovery and Cloud
- Client Systems – Desktop, Laptop, Tablet and Mobile Devices
- Protection/Security – Digital, Physical and Data
- Classroom – Video, Audio and 1:1 Digital Learning

EDUCATION INDUSTRY REFERENCES

Bethany Public Schools

Contact: Adam Forester
Technology Director
4311 N Asbury Ave.
Bethany, OK 73008
(405) 789-6370

Oakdale Public Schools

Contact: Dr. Carl Johnson
Superintendent
10901n Sooner Rd
Edmond, OK 73013
(405) 771-3373

Millwood Public Schools

Contact: Mr. Shannon Hayes
Director Operations/Technology
6724 Martin Luther King Ave.
Oklahoma City, OK 73111
(405) 478-1336

Pauls Valley Public Schools

Contact: Mr. Travis Thompson
Director of Technology
P.O. Box 780
Pauls Valley, OK 73075
(405) 238-6453

Broken Bow Public Schools

Contact: Ms. Carla Ellisor
Superintendent
108 W 5th Street
Broken Bow, OK 74728
(580) 584-3306

Norman Public Schools

Contact: Ms. Christy Fisher
Director of Technology Services
4100 N. Flood
Norman, OK 73069
(405) 366-5822

Washington Public Schools

Contact: Mr. Chris Reynolds
Superintendent
201 E Kerby Ave
Washington, OK 74401
(405) 288-6190

Yukon Public Schools

Contact: Mr. Jason McDaniel
Chief Information Officer
600 Maple St
Yukon, OK 73099
(405) 354-2587

Industry Projects

- Universal Service Fund (E-rate) planning assistance and internal connections Implementation
- Implementation of fully switched and managed enterprise WAN solution
- Implementation of secure wireless networking across multiple school campuses
- Enterprise structured cabling design implementation including Cat5e/6/6A and fiber
- Internet router installation
- Firewall implementation
- Upgrade of WAN to 1Gbps/10Gbps
- Design and deployment of 40 Gb WAN
- Large public venue Wi-Fi design and deployment
- Enterprise server implementation and storage consolidation projects
- Microsoft Windows Server installation and support
- Microsoft Windows and Office installation and support
- District server consolidation with VMWare virtualization and iSCSI SAN
- Data backup services/disaster recovery implementation
- Bond issue preparation
- Fixed asset system project management and implementation
- Full IT support service for network and clients
- IT Services outsourcing for network and desktops
- Information technology advisement and design services
- Managed service contract utilizing remote monitoring, remote support and on-site support
- Lightspeed Systems installation
- Installation and support of district software applications, ie Destiny library system, Renaissance Learning, NCS/Person, MAS (Municipal Accounting System), ADPC
- TrendMicro Anti-Virus
- Dell and HPE desktop installation
- Dell and HPE warranty support services
- H.323 / H.264 video conference/distance learning installation and support
- Implementation and support of video surveillance system
- Enterprise printing
- Implementation of full VoIP system
- Implemented intercom/clock/bell system
- Implemented Intelligent classroom project

VENDOR PARTNERSHIPS



CORPORATE PARTNERS AND CERTIFICATIONS

Microsoft Small Business Specialist	Microsoft Authorized Education
Microsoft Certified Solutions	HP Premium Partner
HP ProCurve Specialist	HP Storage Works Provider
HP Authorized Service Center	Aruba Partner
Cisco Premier Partner	Extreme Networks Partner
Panduit Global Certified Installers	Dell Select Public Accounts Partner
Leviton Mohawk Certified Installers	Dell Enterprise Certified Partner
Fortinet Partner	Dell Certified Services Partner
WatchGuard Gold Partner	N-able Gold Partner
Lightspeed Systems Certified Partner	Mitel/ShoreTel Authorized Reseller
Tripp Lite Channel Partner	SonicWall Channel Partner
Fortinet Channel Partner	Verkada Partner

Technical Staff Credentials

Microsoft MCSE	Microsoft Certified Professional
Lightspeed Certified	HP Network Accredited Systems Eng.
HP Master Accredited Systems Eng.	HP Certified Professional
Cisco Wireless LAN Design	Cisco Wireless LAN Support
Cisco IPS Specialist	WatchGuard Certifications
Cisco CCDA	Cisco CCNP
Cisco CCSO	Cisco CCVP
Cisco CCDP	Cisco CCNA
Cisco CCNAV	Cisco CCSPP
A+ Certified	Security + Certified
VMware Certified Prof.	Certified Wireless Design Prof.
Avigilon Certified	Certified Wireless Analysis Prof.
Certified Wireless Security Prof.	Aruba ACDA/ADCP
Fortinet	Verkada
Dell	Network + Certified

Sales Staff Credentials

Microsoft Solutions Provider	WatchGuard Certifications
HP Certified Professional	HPE Aruba Products & Services
Cisco Sales Expert	Cisco Wireless Expert
Cisco VPN/Security Sales Specialist	Cisco IP Communications Express
Mitel Sales	SonicWall Certifications
Dell	Aruba Sales

Industry Associations

Member, BICSI	Member, ESPA
Member, OPDA Technology Alliance	Member, Tech Select
Member, OKC Chamber of Commerce	Member, Comp TIA



E-RATE CATEGORY 2 CONTRACT - FUNDING YEAR 2024-2025

This is an Agreement between United Systems, Inc. (USI) and Bartlesville Public Library (Applicant) effective ___ - March 4, 2024. For setting forth the exclusive terms and conditions by which Applicant will issue Purchase Orders for the purchase and installation of Category 2 E-rate Eligible Services which provide and/or support access to the Internet as evidenced by:

Quote Number 016554 in the Amount of \$ 23,620.18 for C2 Internal Connections
Contract # **Bartlesville Public Library - FY2024-2025-CAT2-IC**

PURCHASE ORDERS

Applicant is not obligated to issue any Purchase Orders under this agreement until the approval has been received from the Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) for E-Rate discounts. Applicant may issue Purchase Orders, which will contain the specific locations receiving services and the timing for services to begin, which will be agreed upon by both parties. Applicant shall have the right by written order to make changes in the work, specifications, or quality, provided any change in price or delivery caused thereby shall be adjusted equitably by mutual agreement. USI will provide the Category 2 Services as described.

PAYMENT METHOD

Work at each site is to be invoiced in total when the job has commenced. Payment will be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

GOVERNING LAW

This agreement shall be interpreted and enforced in accordance with the laws of the State of Oklahoma.

TERM

In accordance with E-rate FY2024-2025, this agreement is in effect for the period of July 1, 2024 through (a) June 30, 2025 for recurring services or (b) September 30, 2025 for non-recurring services. This agreement may be extended and otherwise altered to coincide with any funding delays or other unforeseen circumstances that do not allow the contract to be fulfilled within the original stated timeframe. It may also be voluntarily extended for subsequent years through mutual agreement by both parties. This agreement may only be terminated in the event that USI is unable or unwilling to perform delivery of associated products and services.

FORCE MAJEURE

Neither USI nor Applicant shall be responsible for damages resulting from riots, flood, strikes, Acts of God and/or other foreseen events.

WARRANTY

USI will provide a warranty from the manufacturer. USI certifies that it has the insurance coverage for General Liability of \$1,000,000 combined single limits and Worker's Compensation as required by law. In no event shall USI be liable for consequential damages.

EXECUTION

Each individual executing this Agreement on behalf of a party to this agreement represents and personally warrants that he has authority to enter into this Agreement on behalf of such party and that this Agreement is binding on such party.

Bartlesville Public Library
600 S Johnstone Ave
Bartlesville, OK 74003-4630
FCC Form 470 #240006182

United Systems, Inc.
5700 N Portland Ave, Suite 201
Oklahoma City, OK 73112
SPIN # 143004698

By _____
Authorized Signature
Date _____

By _____
United Systems Representative
Date _____

CATEGORY 2 INTERNAL CONNECTIONS QUOTE

We have prepared a quote for you

**Bartlesville Library - E-rate FY2024
- 470 240006182 - C2 Internal
Connections**

Quote # 016554
Version 1

Prepared for
Bartlesville Public Library

Prepared by
David Laase

Bartlesville Library - E-rate FY2024 - 470 240006182 - C2 Internal Connections

Prepared for:
Bartlesville Public Library

 600 S Johnstone Ave
 Bartlesville, OK 74003
 Cindy Yell
 (918) 338-4161
cayell@cityofbartlesville.org
Prepared by:
United Systems, Inc.

 David Laase
 405-778-8326
 Fax 405-523-2185
dlaase@unitedsystemsok.com
Quote Information:
Quote #: 016554

Version: 1

Delivery Date: 01/16/2024

Expiration Date: 02/13/2024

Cisco/Meraki Wireless		Price	Qty	Ext. Price
CW9166D1-MR	Cisco Catalyst 9166D1 Access point, IEEE 802.11a/b/g/n/ac/ax, wireless, 4x4 MIMO, Limited lifetime hardware warranty	\$1,532.17	2	\$3,064.34
CW-MNT-ART-2-00	Cisco Articulating AP Arm	\$114.51	2	\$229.02
CW9166I-MR	Cisco Catalyst 9166I - Wireless access point - GigE, 5 GigE, 2.5 GigE, Bluetooth 5.1 LE - Bluetooth, Wi-Fi 6E - 2.4 GHz, 5 GHz, 6 GHz - cloud-managed	\$1,094.17	3	\$3,282.51
MR86-HW	Cisco Meraki MR86 - Wireless access point - Wi-Fi 6 - 2.4 GHz, 5 GHz - cloud-managed	\$1,651.02	2	\$3,302.04
AIR-ANT2513P4M-N=	Cisco Aironet Four-Port Dual-Band Polarization-Diverse Antenna - Antenna - Wi-Fi - 13 dBi - directional - outdoor, ceiling mountable, wall-mountable, pole mount, indoor	\$1,111.24	2	\$2,222.48
LIC-ENT-1YR	Cisco Meraki MR Series Enterprise - Subscription license (1 year) - 1 access point - hosted	\$120.42	7	\$842.94
Installation-Network Equipment	USI Installation Installation & Configuration of Network Equipment - Meraki Wireless	\$290.00	1	\$290.00
Installation-Hardware-Ext	USI Installation Installation of Hardware - Attach AP to Ceiling Grid	\$630.00	1	\$630.00
Travel	USI Travel Related Travel Expenses	\$1,300.00	1	\$1,300.00
Project Management	USI Project Management Project Management - United Systems will assign a project manager with the responsibilities of coordination of all equipment installation.	\$300.00	1	\$300.00

Cisco/Meraki Wireless		Price	Qty	Ext. Price
		Subtotal		\$15,463.33

Meraki Firewall		Price	Qty	Ext. Price
MX95-HW	Cisco Meraki MX95 - Security appliance - GigE - 1U - rack-mountable	\$3,366.07	1	\$3,366.07
LIC-MX95-ENT-1Y	Meraki MX95 Enterprise License and Support, 1YR	\$1,702.36	1	\$1,702.36
Installation-Network Equipment	USI Installation Installation & Configuration of Network Equipment - Meraki Firewall	\$1,015.00	1	\$1,015.00
Travel	USI Travel Related Travel Expenses	\$435.00	1	\$435.00
		Subtotal		\$6,518.43

USI Services		Price	Qty	Ext. Price
Cabling Hardware	Cabling Hardware Cabling Hardware - 6x Cat6 PLENUM Network Cabling - Wireless Includes: 1200' Cat6 Plenum Cable 12x Leviton Cat6 Jacks 1x Leviton 24-Port Patch Panel J Hooks 6x Cat6 3' & 7' Patch Cables	\$798.42	1	\$798.42
Installation-Cabling-EXT	USI Installation Installation-Cabling - 6x Cat6 PLENUM Network Cabling - Wireless Structured Cabling – Installed according to BICSI and NEC standards: Structured pathways to include J hooks w/Velcro (no zip ties), plenum cable with service loops, patch panels, ends terminated, patch cables on patch panel side and on device side of the cable run, labeling on the cable and patch panel. Includes: Installation & Labeling Cat6 Cable/Hardware	\$840.00	1	\$840.00
		Subtotal		\$1,638.42

Quote Summary	Amount
Cisco/Meraki Wireless	\$15,463.33
Meraki Firewall	\$6,518.43
USI Services	\$1,638.42
Total:	\$23,620.18

Pricing is valid for 30 days. Signature below constitutes acceptance of this quotation and authorizes United Systems, Inc. to proceed to supply all goods and services as stated. I hereby declare acceptance of payment terms, which is due upon receipt of invoice. Product will be invoiced when delivered and services will be invoiced as they are completed. Items that are returned or cancelled after written approval will be charged a restocking fee.

United Systems, Inc.

Bartlesville Public Library

Signature: David Laase
Name: David Laase
Title: Sales Solutions Manager
Date: 01/16/2024

Signature: _____
Name: [REDACTED] Dale Copeland
Title: [REDACTED] Mayor, City of Bartlesville
Date: _____

ATTACHMENT B

Certifications, Experience & References

Name of Company: United Systems, Inc.

Address of principal location: 5700 N Portland Ave, Suite 201, Oklahoma City, OK 73112

Phone: 405-523-2162 Fax: 405-523-2185

FCC Form 498 ID (SPIN)¹: 143004698

FCC Registration Number²: 0011579935

Responsible contact personnel:

Name	Phone	Email
Jeff Rhein	405-778-8353	jrhein@unitedsystemsok.com
Jackson Myers	972-522-9116	jmyers@unitedsystemsok.com
David Laase	405-778-8326	dlaase@unitedsystemsok.com

How many years has your company been in business in its current capacity? 37

How many years has your organization been in business under its present name? 37

Under what other or former names has your company operated? United Systems Cabling, Inc.

During the last five (5) years, has the Vendor been barred, suspended or otherwise prohibited from participating in the Federal Communication Commission E-Rate (Schools & Libraries) or Rural Health Care Programs?

Yes: _____ No: X

Does the Vendor's FCC Registration Number have RED light status? Yes: _____ No: X

Attach a printout of your FCC Registration Number red or green light status from the FCC's Red Light Display System (RLDS)³

¹ <https://slweb.usac.org/Spin/Search>

² <https://apps.fcc.gov/cores/userLogin.do>

³ ibid

During the last five (5) years, has the Vendor been a party to a lawsuit involving any existing or prior contracts as it relates to services performed or not performed?

Yes: _____ No: X

If the Vendor responds yes to any of the prior three questions, please provide information concerning the investigation/lawsuit/government action as an attachment to this form.

If the Vendor responded yes to the last question, please provide information pertaining to any monetary damages or exchange of property or services and the state in which the lawsuit was filed.

Experience:

Vendor shall provide a list of three (3) projects of similar type, size and complexity. State project (customer) name, description of work, dollar value, public entity, yes or no, and date using the format below. Projects listed must have been performed within the last five (5) years. Please include additional information with proposal if available.

Project Name	Description of Work	Dollar Value	Public Entity Yes or No	Date
Norman Schools	District Wide Switches / Wireless	\$1 Million	Yes	2020 - 2021
Washington Schools	District Wide Technology	\$100K	Yes	2020- 2021
Bethany Schools	District Wide Technology	\$100K	Yes	2020 - 2021

References:

Proposal shall provide three (3) references from company owners or management personnel from projects listed above. There must be at least one (1) reference for each project listed.

REFERENCE #1	
Company Name	Norman Public Schools
Project Name	District Wide Switches and Wireless
Contact Person Name	Dr. Peter Liesenfeld
Title	Chief Technology Officer
Email	peterl@norman.k12.ok.us
Phone	405-447-6553

REFERENCE #2	
Company Name	Washington Public Schools
Project Name	District Wide Technology - Networking, Client Devices, etc.
Contact Person Name	Chris Reynolds
Title	Superintendent
Email	creynolds@wps-isd.com
Phone	405-288-6190
REFERENCE #3	
Company Name	Bethany Public Schools
Project Name	District Wide Technology - Networking, Client Devices, etc.
Contact Person Name	Adam Forester
Title	Technology Director
Email	aforester@bethanyschools.com
Phone	405-789-3801

Certifications:

Employees' certifications pertaining to work are to be included in submittal.

AUTHORIZED BY:

David Laase

Signature

October 4, 2023

Date

David Laase

Printed Name

Sales Solutions Manager

Title

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between the City of Bartlesville and Lighthouse Outreach Center of Bartlesville, Inc., setting out the roles and responsibilities for implementing the 2021 CDBG-Coronavirus Relief Program Grant modification for rehabilitation of facilities to improve indoor air quality.

II. STAFF COMMENTS AND ANALYSIS

In April 2021, the City was awarded the 2021 Community Development Block Grant – Coronavirus Relief Program Grant. The Grant provides funding for activities that address the health and economic challenges that were brought on by the COVID-19 pandemic. The grant was originally for rent and utility bill assistance and mental health assistance to low to moderate income residents affected by the pandemic.

The U.S. Department of Housing and Urban Development and Oklahoma Department of Commerce later broadened the scope of the grant program to include rehabilitation of commercial or public facilities to improve indoor air quality and ventilation to prevent the spread of Coronavirus and other airborne illness or disease. The City's grant was modified to provide funds for this purpose.

The local social service agency, *Lighthouse Outreach Center of Bartlesville, Inc.*, plans to utilize grant funds to improve air quality at its facility at 1411 SE Hensley Blvd, through replacement of its HVAC system. The grant has strict rules on eligibility for assistance and the documentation that must be collected. To assure that the City and Lighthouse both understand their roles and responsibilities in implementing the grant, staff has prepared an Agreement. The Agreement sets forth the procedures that will be followed by both parties to assure that the process will flow smoothly. It has been reviewed and approved by the Lighthouse staff and Lighthouse Board.

III. RECOMMENDED ACTION

City staff recommends approval of the attached Agreement.

**Agreement
between
The City of Bartlesville, Oklahoma
and
Lighthouse Outreach Center of Bartlesville, Inc.**

THIS AGREEMENT is entered into by and between the City of Bartlesville, Oklahoma (hereinafter referred to as “CITY”) and Lighthouse Outreach Center of Bartlesville, Inc. (hereinafter referred to as “LIGHTHOUSE”), collectively referred to as the “Parties”.

RECITALS

WHEREAS, the City of Bartlesville has been awarded a grant in the amount of \$936,189.33 from the FY 2021 Community Development Block Grant – Coronavirus Relief (hereinafter referred to as “CDBG-CV”) Program (Contract #18111 CDBG CR 20); and

WHEREAS, the CDBG-CV grant project funding period is from April 1, 2021 through December 31, 2024; and

WHEREAS, part of the CDBG-CV grant is to be used for rehabilitation of public facilities and the improvement of air quality as a result of the COVID-19 pandemic; and

WHEREAS, Lighthouse plans to use grant funds to replace heating, ventilation and air conditioning units and systems at its facility located at 1411 SE Hensley Boulevard; and

WHEREAS, the City and Lighthouse want to formalize the relationship between them by setting forth a series of mutual expectations;

NOW THEREFORE, in consideration of the mutual covenants, promises and commitments herein, the Parties agree as follows:

1. CITY RESPONSIBILITIES

- a. The CITY shall assist LIGHTHOUSE in obtaining disbursement of funds from the Oklahoma Department of Commerce.

2. LIGHTHOUSE RESPONSIBILITIES

- a. LIGHTHOUSE shall use grant funds only for the purposes authorized under the CDBG-CV grant program relating to air quality improvement.
- b. LIGHTHOUSE shall keep records and provide the CITY with any documentation and information needed for a request for disbursement of funds or a reimbursement claim for CDBG-CV funds.
- h. Within 14 days of the end of the grant project funding period, LIGHTHOUSE shall pay back to the CITY any CITY funds that have not been expended, if any.
- i. LIGHTHOUSE shall follow the regulations, policies and procedures of the CDBG-CV grant program or otherwise may be held financially responsible for any necessary repayment of grant funds to the CITY, the Oklahoma Department of Commerce, or the U.S. Department of Housing and Urban Development.

- j. LIGHTHOUSE shall obtain insurance, if available in the insurance market, to cover any required repayment of funds or denial of reimbursement by the CDBG Program. LIGHTHOUSE shall keep documentation of coverage for possible modification to and reimbursement from the grant.

SIGNATURES

IN WITNESS WHEREOF, the City of Bartlesville and the authorized representative of Lighthouse Outreach Center of Bartlesville, Inc. have executed this Agreement on this ____ day of _____, 2024, the effective date of this Agreement.

LIGHTHOUSE OUTREACH CENTER OF
BARTLESVILLE, INC.

CITY OF BARTLESVILLE

By _____
(Signature)

By _____

(Printed Name)

Dale Copeland, Mayor

(Title)

SUBSCRIBED AND SWORN to before me this

ATTEST:

_____ day of _____,
2024.

NOTARY PUBLIC

City Clerk

(City Seal)

My Commission Expires: _____

Commission Number: _____

(SEAL/STAMP)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

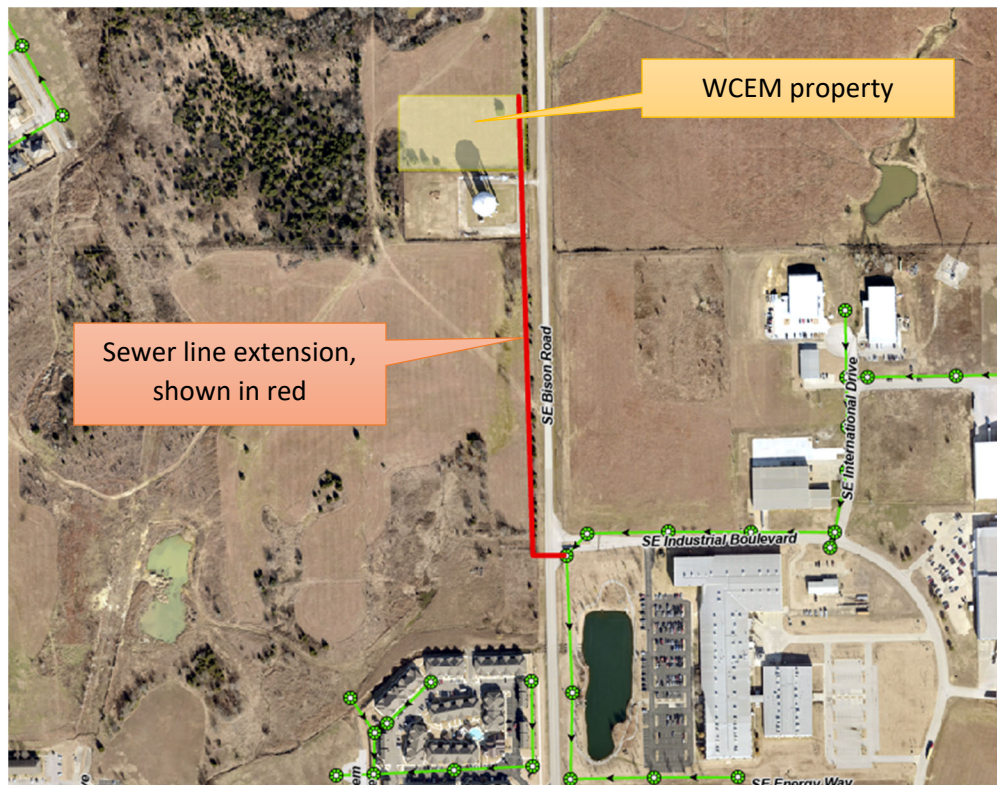
Approval of an Interlocal Agreement between the Board of County Commissioners of Washington County, Oklahoma and the City of Bartlesville to complete an open cut of Bison Road to advance the sewer installation at the intersection of Bison Road and Highway 60.

Attachments:

Interlocal Agreement – Open Cut Option

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. The City of Bartlesville and Washington County entered into an Interlocal Agreement in January for the County to bore Bison Road in an effort to complete this portion of the project. They only received one bid for the work that was in excess of \$200,000. With this unreasonably high bid price, staff has agreed to open cutting Bison Road to facilitate trenching for the sewer line crossing. Whaling Construction will not be permitted to complete this work due to how poor the rest of their work has been on this project. Bison Road will have to be closed with traffic detoured through the Industrial Park and time is of the essence in completing the work once Bison is closed. City staff have required more stringent design considerations for the open cutting of Bison Road than we would normally use for trenching local streets in an effort to prevent future settlement of the road in the location of the trench since we do not permit open cutting of arterial streets and are making an exception. The County is actively seeking proposals from contractors for this work, hoping that it can be done under the \$100,000 threshold requiring public bidding.

III. BUDGET IMPACT

None

IV. RECOMMENDED ACTION

Staff recommends approval of agreement.

INTERLOCAL AGREEMENT

THIS AGREEMENT is made this 26 day of February, 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 standards and specifications. 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 cause to be completed the open cutting and to generally oversee the Project more particularly described in Exhibit "A," attached hereto and made a part hereof, in accordance with previous City Council approval of PLAT-0423-0018/19.

In addition, County agrees to maintain the above-described area for two (2) years from the date of completion of the project.

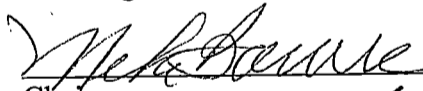
Each party, to the extent allowed by law, agrees to hold the other harmless from all claims, damages, injuries or liability which might arise or result from the performance of this Agreement.

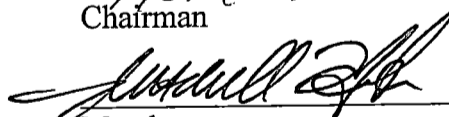
Neither party shall assign the rights, duties, or obligations of or arising from this agreement without the express written consent of the other.

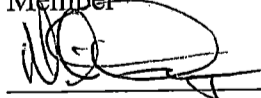
This agreement shall remain in effect until the open cutting of Bison road portion of the sewer line construction is complete and accepted by the City unless terminated earlier by either party by providing sixty (60) days written notice to the other by certified mail.

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



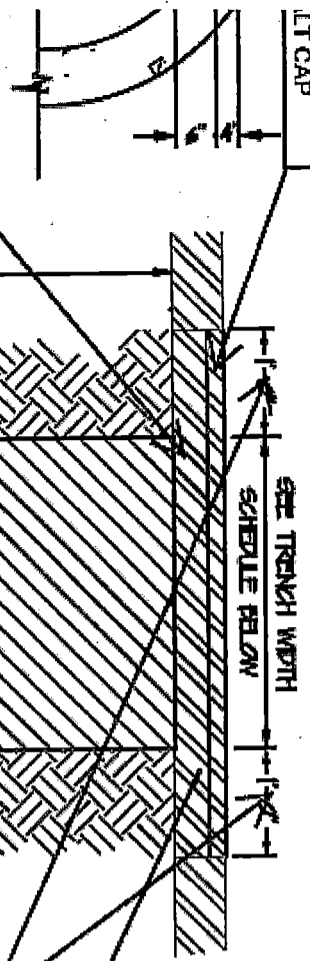
Washington County Clerk 
2-26-24

Approved as to form:

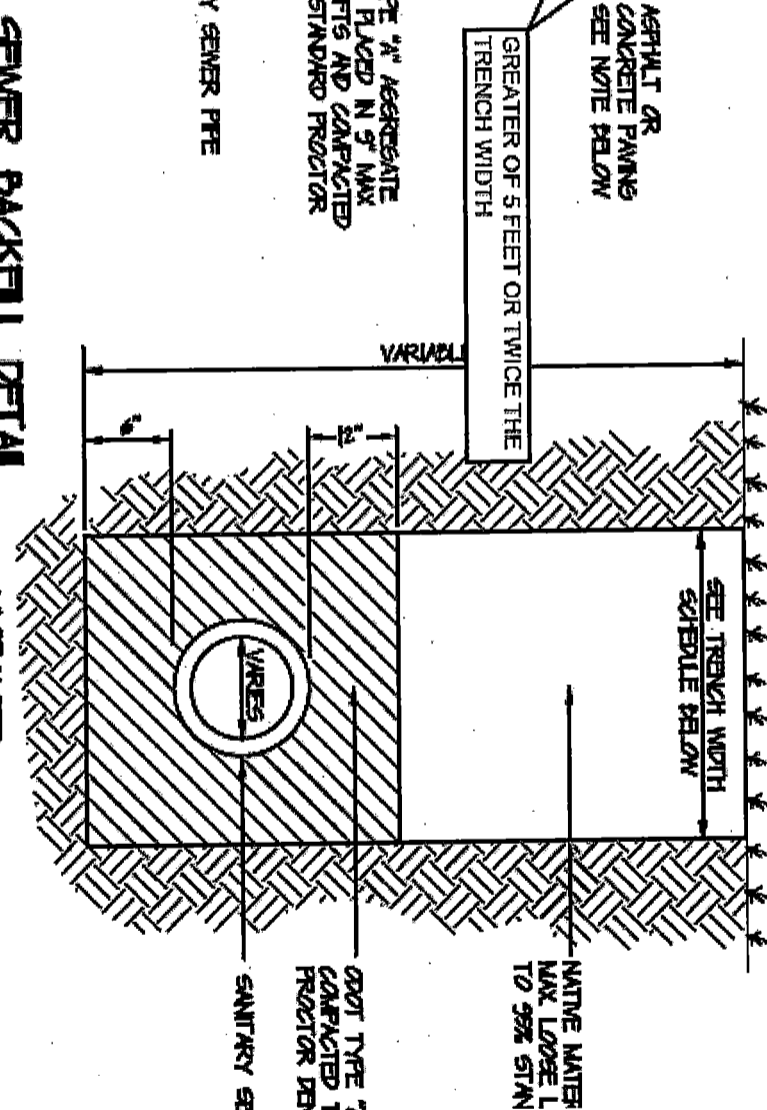
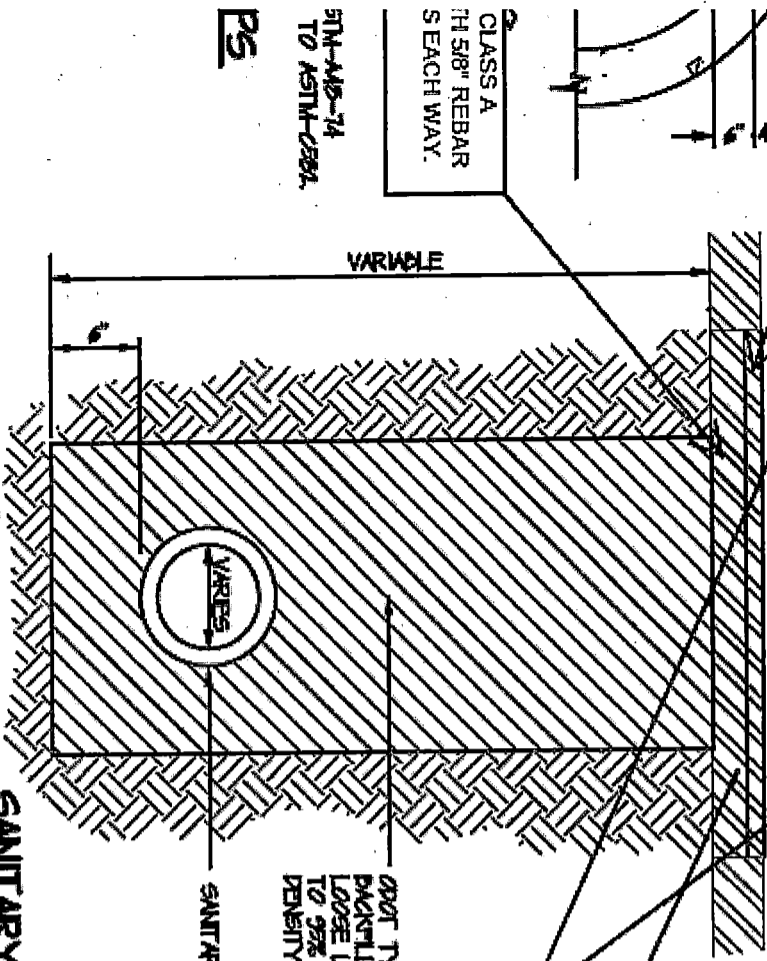
District Attorney

City Clerk

Mayor of City of Bartlesville



THE MINIMUM SEWER PIPE MATERIAL SHALL BE PVC SDR 35 FOR 1' DEPTHS 8' AND GREATER, THE SEWER PIPE MATERIAL SHALL



NOTE:

PORTLAND CEMENT CONCRETE PAVEMENT SHALL BE A MINIMUM OF SIX (6) INCHES THICK OR MATCH THE EXISTING PAVEMENT THICKNESS WHATEVER IS GREATER, LAD ON SIX (6) INCHES 1/4" AGGREGATE BASE WITH A SUBGRADE COMPACTED TO NINETY-FIVE PERCENT (95%) STANDARD PROCTOR. CONCRETE TO BE 5000 PSI, 4" SACK MIX. THE CONCRETE SHALL BE POWDERED INTO THE EXISTING PAVEMENT USING 24" #4 POWERS SPACED ON 18" CENTERS AND WITH A 1/2" EMBEDMENT.

ASPHALTIC CONCRETE (HOT-MIX, HOT-LAD) PAVEMENT SHALL BE A MINIMUM OF FOUR (4) INCHES THICK (TYPE B), OR MATCH THE EXISTING PAVEMENT THICKNESS WHATEVER IS GREATER, LAD ON A SIX (6) INCH 1/4" AGGREGATE BASE COURSE COMPACTED TO 95% STANDARD PROCTOR OVER A 95% STANDARD PROCTOR COMPACTED SUBGRADE.

0 HORIZONTAL NOTES
 REBAR & LD STEELS

SANITARY SEWER BACKFILL DETAIL
 NOT TO SCALE

UNPAVED

TRENCH WIDTH SCHEDULE

NOMINAL PIPE DIAMETER	MINIMUM WIDTH OF TRENCH AT CENTER OF PIPE	MINIMUM IN ABOVE OUT
6" - 8"	20"	
10" - 12"	24"	
15" - 18"	30"	
21" - 24"	36"	
27" - 30"	42"	
36" - 40"	60"	

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approve short form contract with Bob Chaney Steel Construction to construct a 25'x30' steel storage building at Fire Station No. 3.

Attachments:

Short Form Contract and Contractor Quotes

II. STAFF COMMENTS AND ANALYSIS

Fire Department staff requested funding for a storage building to be located at Station No. 3 as part of the FY 23-24 capital budget. Station No. 3 is located near Sooner Park at the intersection of Madison Boulevard and Tuxedo Boulevard. \$70,000 was approved for this project. The proposed building is a 25'x30' metal building with 12' tall eaves. The primary use of the building will be to store hose, but other items will be stored in the building as well.

Fire Department staff worked with Lucas Metal to spec out the building and secure quotes from three different contractors. The scope of work includes the site work, building pad, concrete slab, building package, and erection of the building. Conduit will be stubbed in place prior to construction of the slab and electrical work will be done by a separate contract once the building is installed. This is just a storage building, so no plumbing will be included. Staff received the following quotes:

Bob Chaney Steel Construction (Dewey, OK)	\$50,500.00
M4 Construction & Welding, LLC (Inola, OK)	\$55,000.00
Rafter WM LLC (Skiatook, OK)	\$54,700.00

III. BUDGET IMPACT

The low price of \$50,500.00 is \$19,500.00 below the available \$70,000 budget. Funds are currently available in the Capital Reserve Fund for this project. The remaining funds will be used to contract with an electrician for the electrical portion of the project.

IV. RECOMMENDED ACTION

Staff recommends awarding the short form contract for the Fire Department Storage Building to Bob Chaney Steel Construction in the amount of \$50,500.00.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

In a THIS AGREEMENT, made this 4th day of March, 2024, by and between Bob Chaney Steel 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 contractor shall provide and erect a 25'x30'x12' metal building with one (1) walk door, one (1) overhead door with opener, and 3" insulation. The price includes site preparation, building pad construction, a concrete slab and all other labor, equipment, and materials for a complete finished building. Owner shall provide conduit stubbed through slab for future electrical. No plumbing is included in the project.
2. TIME OF COMPLETION. The work shall be completed in a timely fashion and is completely dependent upon lead time for the red iron building that could be in excess of 35 weeks from notice to proceed.
3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the quoted lump sum price totaling (\$50,500.00). This contract price is based on Quote Q-22-0368 dated, 7/6/2023 and adding and additional \$1,500.00 for increase on the price of the concrete slab since the date of the quote. This contract amount may be amended by written agreement of the parties.
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 measured quantities of work installed at the time of request.

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS. The Contract includes the Agreement and its General Conditions, the drawings and specifications, 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

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

skilled in their trades.

4. SURVEY, PERMITS AND REGULATIONS. The Contractor will furnish all surveys and layouts unless otherwise specified. Final building location will be agreed upon by the contractor and City. 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 {attached} 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

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

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.

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



398110 W. 1300 RD, DEWEY, OK. 74029
PH: 918 534-3242 ■ FAX: 918 534-2191 ■ CELL: 918 397-4727

ESTIMATE

07/06/2023

David Topping

Phone: 918-397-7201

drtopping@cityofbartlesville.org

Bartlesville, ok 74006

Quote: Q-22-0368

INCLUDES THE FOLLOWING

• 25' X 30' X 12' metal building	\$27,383.00	
• 1) Walk door		
• 1) Overhead door w/ opener	3,667.00	
• 3" Insulation		
• Building pad	2,500.00	
• Concrete	8,250.00	→ \$9,750.00
• Labor for erecting	<u>\$ 7,200.00</u>	
Total Estimate	\$49,000.00	→ \$50,500.00

Thank- You

Bob Chaney

Accepted

Accepted

M4 Construction & Welding, LLC

34411 S 4220 Rd
Inola, OK 74036
(918) 906-6727
m4construct@yahoo.com



Estimate

ADDRESS
City of Bartlesville

ESTIMATE 1009
DATE 07/11/2023

	DESCRIPTION	QTY	RATE	AMOUNT
Services	Labor to erect a 25x30x12 PEMB 3" insulation in roof and walls. 1 3070 walk door. 1 overhead door with opener. Concrete. Labor to erect.		55,000.00	55,000.00
TOTAL				\$55,000.00

Accepted By

Accepted Date

Rafter WM LLC
12345 N. Peoria Ave.
Skiatook, OK 74070

Estimate

Date	Estimate #
7/11/2023	1401

Name / Address
City of Bartlesville

Description	Qty	Rate	Total
Bartlesville, OK Labor to erect 25' x 30' x 12' PEMB, (1) walk door, (1) overhead door w/ opener, 3" insulation, building, pad, concrete slab	1	54,700.00	54,700.00
Total			\$54,700.00

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on a Change Order No. 1 from Multisports, LLC for the Pickleball Court project.

Attachments:

Contractor-signed Change Order No. 1

II. STAFF COMMENTS AND ANALYSIS

One of the priority projects included on the voter approved 2020 General Obligation (GO) Bond ballot is the Pickleball Court project. Funding was included in the 2022 Issuance of the 2020 GO Bond. A contract was awarded to Multisports, LLC in November, 2023. The project was bid with a base bid that included six (6) courts with associated paving, fence, benches and shade structures over the benches. The bid also included bid alternates for court lighting, larger shade structures on the east side of the site, two (2) additional courts, and 8' tall fence in lieu of 6' fence. Court lighting is a priority to maximize use of the facility. The base bid was under the available \$420,500 budget, however adding the lighting component created a \$102,227.00 deficit. At the time of the bid award, the local pickleball group committed to an effort to secure private funding to cover the deficit to add lights and potentially even add the two additional courts, but they weren't certain they could raise sufficient funding. The base bid was awarded with the understanding that an effort would be made to fund as much of the rest of the project as possible. At this point staff has been assured that there will be sufficient private funding to be able to add the lighting bid alternate to the scope. The final available private funding won't be realized until a meeting later in March from one of the primary donors. To keep the project moving forward, a change order can be approved now so that lighting equipment can be purchased without delaying the project. Sufficient funds are available from other projects not yet under construction to cover this contractually until the private funds are received.

Staff has coordinated with Multisports, LLC to add this work to the contract via Change Order No. 1 with no increase from the original bid price for the lighting alternate.

III. BUDGET IMPACT

Change Order No. 1 will add \$170,864.00 to the original contract of \$351,863.00 for a total contract price of \$522,727.00. \$68,637.00 is currently available as part of the original budget for the project. Sufficient funds are available in the 2022 GO Bond funds to cover the remaining \$102,227.00 until the private funding becomes available towards the end of March or early April. Ultimately, the only public funds used for this project will be what was originally approved and budgeted.

IV. RECOMMENDATION

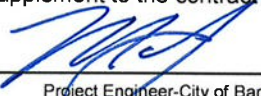
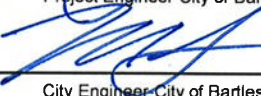
Staff recommends approval of Change Order No. 1 with Multisports, LLC for an overall net increase in the contract amount of \$170,864.00.

CONTRACT CHANGE ORDER

Change Order No.: 1	Bid No.: 2023-2024-010	P.O. No.:
Contract For: Pickleball Courts		Dated: February 28, 2024
Owner: City of Bartlesville		
To: Multisports LLC		
You are hereby requested to comply with the following changes from the contract plans and specifications:		
DESCRIPTION OF CHANGES	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
Add Alternate No. 1 for court lighting to the contract		\$ 170,864.00
Justification:		
The base bid award for \$351,863.00 was \$68,637.00 under the remaining budget. Private funds have been committed to supplement the remaining available budget to fully fund the light alternate that was bid.		

The sum of \$ 170,864.00 is hereby ADDED TO the total contract price.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Requested:	 Project Engineer-City of Bartlesville	2/28/24 (Date)
Accepted:	 City Engineer-City of Bartlesville	2/28/24 (Date)
Approved:	Contractor	(Date)
Approved:	Mayor-City of Bartlesville	(Date)
Attest:	City Clerk-City of Bartlesville	(Date)

3/04/2024

Prepared by Mike Richardson, Airport Director
Bartlesville Municipal Airport

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

BIA Land Use Agreement to utilize Bartlesville Airport for SEAT (Single Engine Air Tankers) Base Operations for deployment to Wildland fire(s) as dispatched. Ramp/office space in the terminal and PAS Hangar 1 to be utilized.

Attachments:

BIA Land Use Agreement.

II. STAFF COMMENTS AND ANALYSIS

We have worked with the BIA to accommodate emergency fire-fighting air tanker operations.

III. BUDGET IMPACT

Revenue: \$270.00 a day minimum guaranteed to be paid \$2,590

IV. RECOMMENDED ACTION

Staff recommends entering into the Land Use Agreement with the BIA.

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 05/2023

INCIDENT AGENCY (name, address, phone number)
BIA, EASTERN OKLAHOMA REGIONAL OFFICE
BRANCH OF FORESTRY
3100 WEST PEAK BLVD
MUSKOGEE, OK 74401

Page 1 of 3

**AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS
RELATING TO THIS AGREEMENT**
AGREEMENT NUMBER:
A0824LUA0002

POINT OF CONTACT: Brent Gohring, RAM
EMAIL: Brent.Gohring@bia.gov (580) 351-8800

EFFECTIVE DATES
a. beginning: **02/28/2024**

b. ending: END OF
INCIDENT

OWNER (name, address, phone number-include day/night/cell)

CITY OF BARTLESVILLE
401 S JOHNSTONE AVENUE
BARTLESVILLE, OK 74003

INCIDENT NAME: QUAPAW CREEK

INCIDENT NUMBER: OK-OSA-000505

POINT OF CONTACT (if applicable): Mike Richardson (918) 350-0076

EMAIL: msrichardson@cityofbartlesville.org

PAYMENT ADDRESS: Same as above, or _____

UEI: CKY9XKKMR6V8

REGISTERED IN SAM.GOV: Yes or No, Vendor Code

Information Worksheet attached N/A

County: Osage State: OK Township: _____ Range: _____ Section: _____

RESOURCE ORDER NUMBER: S-2

MODIFICATION No/DATE: _____

MODIFICATION CO Initials: _____

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):

SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE
 SERVICE-DISABLED VETERAN PUBLIC ENTITY GOVERNMENT OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as SEAT BASE & RETARDANT BASE.

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

Bartlesville Municipal Airport, 401 Wiley Post Rd, Bartlesville, OK 74003

Utilization of (1) old FBO facility and adjacent pilots lounge, approximately 25' X 25' and 20' X40' respectively, that includes lounging area, offices, electricity, restrooms, ramp space, retardant mix plant and air tanker retardant loading area. (2) Radio room 12' X 22' that includes base radio(s) and attached restroom on 2nd floor of Terminal building. Conference room located on the North end of Terminal building that includes electricity, restrooms, internet, and aircraft radios; and (3) 2 Trailers at Hangar # 2 ramp.

Outside area to be used for a retardant base to include office space, loading area, additional vehicle & trailer parking if needed. Area identified is approximately .50 acres.

Water meter is provided by the City of Bartlesville. Government is responsible for the cost.

RATE: For each day that the land/facilities are used, the Government will pay the rate of \$270.00 per day for only those days used. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$2,700.00, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$N/A. Payment shall be in accordance with the Incident Agency payment procedures.

UTILITIES AND SERVICES:

The above rate includes utility charges for the following: DIESEL GAS ELECTRICITY WATER TOILET SUPPLIES JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

- The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: No Restoration is Expected.
- The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre- and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: _____.

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMNIFICATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the Contractor, from any and all claims, liabilities, losses, damages, charges, etc. The Contractor does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The Contractor will be responsible for errors, omissions, and negligence of its employees. The United States Federal Government will be responsible for errors, omissions, and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping, and any other physical features which help describe the area.

FEDERAL ACQUISITION REGULATION CLAUSES:

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.usda.gov/procurement/policy/agar.html

FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (FEB 2024)

FAR 52.222-3 Convict Labor (June 2003)

FAR 52.232-1 Payments (APR 1984)

FAR 52.232-11 Extras (APR 1984)

FAR 52.232-17 Interest (MAY 2014)

FAR 52.232-25 Prompt Payment (JAN 2017)

FAR 52-233-1 Disputes (MAY 2014) ALT I (DEC 1991)

FAR 52.243-1 Changes—Fixed Price (AUG 1987) ALT I (APR 1984)

FAR 52.249-4 Termination for the Convenience of the Government (Services) (Short Form) (APR 1984)

FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service) (APR 1984)

Loss, Damage or Destruction: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:

DATE:

CONTRACTING OFFICER'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PHONE NUMBER:

EMAIL:

PRINT NAME AND TITLE:

Teihahnietuh McCargo, Contracting Officer

PHONE NUMBER: (918) 781-4612

EMAIL: Teihahnietuh.McCargo@bia.gov

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a request to approve the User License with 4F Sports, Inc DBA Washington County Youth Baseball and Softball for the programming and management of Baseball and Softball at Price Fields and Artunoff Complex's.

Attachments: Draft Ordinance (Red Text are Additions, Strikes are proposed removals).

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville is proposed to grant 4F Sports, Inc. DBA Washington County Youth Baseball and Softball a User License to program and manage of Baseball and Softball at Price Fields and Artunoff Complex's. The agreement will ensure that 4F Sports adheres to the city's standards for sportsmanship, ethical conduct, and safety in youth sports. Should 4F Sports materially breach the terms, the city will have the right to terminate the agreement.

4F Sports will be governed by a Board of Directors tasked with overseeing the association. This board will operate with transparency, ensuring no conflicts of interest among its members. It will conduct annual elections for board positions.

4F Sports will be responsible for providing its own officials and personnel. They will also be required to create and maintain a website with up-to-date information on leagues and tournaments, and promote local businesses.

Instead of lease fees, 4F Sports will make agreed-upon improvements to the facilities. Detailed plans and budgets for these improvements will be submitted annually for city approval. Regular inspections by the city will ensure compliance with maintenance standards, and any noncompliance may lead to termination of the agreement.

Concession rights will be granted to 4F Sports, which will need to adhere to tax regulations and display necessary permits. They will also be tasked with providing scholarships based on financial need and hardship.

Annual participation and financial reports will be required from 4F Sports to the city, ensuring transparency and compliance with IRS regulations.

The agreement will have a one-year term with annual reviews for potential renewal. Maintenance responsibilities are clearly delineated for both parties, including playing surfaces, restroom facilities, and general maintenance.

For the initial agreement year, special provisions will be in place recognizing 4F Sports startup costs. These include the CI city TY taking on additional maintenance responsibilities and waiving the requirement for capital improvements by 4F Sports.

4F Sports will be required to maintain significant liability insurance. The agreement will be governed by the laws of the State of Oklahoma.

This agreement represents a future collaborative effort to enhance youth sports in Bartlesville, focusing on safety, sportsmanship, and community engagement.

III. RECOMMENDED ACTION

Approval of User License with 4F Sports, Inc for the programing and management of Baseball and Softball at Price Fields and Artunoff Complex's.

CITY OF BARTLESVILLE USER GROUP AGREEMENT

Organization: 4F Sports, LLC DBA Washington County Youth Baseball and Softball
Program / Activity: Baseball and Softball at Price Fields and Artunoff Complexes

The City of Bartlesville is dedicated to promoting and maintaining the highest quality and enjoyable youth sports experience for players, parents, and coaches. Our mission is to teach the fundamentals of the game in a positive and safe environment with a strong focus on ethical conduct, sportsmanship, and teamwork. The league strives to build self-esteem in young athletes to improve their abilities as players but moreover as conscientious citizens.

The parties to this Agreement shall be the City of Bartlesville, Oklahoma, a municipal corporation, ("CITY") and 4F Sports, Inc. ("4F SPORTS").

1. USER LICENSE: The CITY hereby grants a User License to 4F SPORTS for the administration and management of softball and baseball activities and for the use and maintenance of the fields at the Price Fields Complex whose entrance is located north of the Tuxedo Blvd and Young Ave intersection and Artunoff Fields whose entrance is located west of Johnstone Ave and north of Cudahy Steet. These complexes shall be collectively referred to as FACILITIES for purposes of this agreement. In consideration for such User License, 4F SPORTS hereby agrees to the provisions of this Agreement. This Agreement may be terminated at any time by the CITY if 4F SPORTS materially breaches the terms of this Agreement.
2. BOARD OF DIRECTORS: 4F SPORTS will be governed by a volunteer Board of Directors focused on the oversight of the association.
 - A. Board members shall not let their personal interests interfere with the decisions they make as directors. All officers and directors will sign an agreement that provides an "arm's length" relationship with any vendor doing business with the organization. No officer or director shall be a vendor of products or services to the organization.
 - B. Officers of the board must be nominated and elected for a specified term.
 - C. The beginning of term of office for all elected officers should be an annual designated date following the annual meeting at which they are elected.
 - D. The elected officers of this Club may serve consecutive terms or until their successors are elected.
 - E. A designated period must be publicized to all participants for nominations and allow any interested party to be considered for a leadership role.
 - F. Election of the officers will take place annually.
3. PERSONNEL: 4F SPORTS shall provide its own officials and all other necessary personnel. _____

4. WEBSITE: 4F SPORTS shall create and maintain a website providing current information to the public. The website shall be updated as necessary throughout the year to contain accurate and timely information.
 - A. Included will be baseball and softball league and all tournament information.
 - B. 4F SPORTS agrees to encourage its teams, tournament teams, and their families to utilize Bartlesville businesses by including a page with headings that list:
 1. Hotels
 2. Restaurants
 3. Local Businesses
 - C. Website will include a list of vendors identifying business address.
5. USER LEASE FEE: 4F SPORTS shall make agreed upon improvements and invest resources to the FACILITIES in lieu of lease fees. Proposed improvements will be submitted on **FORM #2** of the Verification Documents which identifies annual improvements along with future plans. Investment plan will include item, budget and completion target. **Form #2** will be reviewed and approved/disallowed during annual contract review. Only approved improvements will count toward investment requirement.
6. INVESTMENT DOCUMENTATION: All improvements completed will be maintained on **FORM #3** of Verification Documents. Inspections of improvements will be conducted by CITY staff for approval. **FORM #3** will include description of improvement, improvement cost, all receipts and/or invoices. Failure to timely remit documentation shall be a material breach of this Agreement and may result in termination of the Agreement by the CITY.
7. CONCESSION: 4F SPORTS may provide concessions and retail sales (t-shirts, hats, lanyards, equipment, etc.) during baseball and softball league seasons and at all tournaments at the FACILITIES. It is the responsibility of 4F SPORTS to provide the CITY with the sales tax permit number and for 4F SPORTS to comply with all state and federal tax regulations. 4F SPORTS must prominently display sales tax permit when providing concessions and/or retail sales. Should 4F SPORTS have an exemption permit issued by the Oklahoma Tax Commission, then 4F SPORTS shall remit a copy to the CITY before engaging in fundraising sales. This is in addition to the Sales Tax Permit.
8. SCHOLARSHIPS: Scholarships shall be provided by 4F SPORTS to players who meet that organization's criteria for financial hardship and need.

9. PARTICIPATION REPORT: 4F SPORTS will provide the CITY with a seasonal status report at the beginning of each season on **FORM #4** of Verification Documents. **Form #4** will include all applicable information to verify the number of players and teams along with enrollment change from previous season.
10. ANNUAL FINANCIAL REPORTS: 4F SPORTS will be a registered Oklahoma not-for-profit organization and comply with all IRS reports and forms applicable to their organization. 4F SPORTS agrees to provide financial documents if/when requested by the CITY's Finance Department staff. All financial documents, records, and detailed accounts of financial operations shall be open to the CITY's Finance Department for review and/or audit with reasonable notice given that such review or audit will occur. Failure by 4F SPORTS to provide reports in compliance with the provisions within this section shall constitute a material breach of the contract and may result in termination of the Agreement.
11. TERM: The Agreement between the CITY and 4F SPORTS shall be for a period of one year and become effective on the 1st day of January 2024 ending the 31st day of December 2024. In subsequent years, an annual review will be conducted with 4F SPORTS's leadership. With CITY consent and absent any issues of non-compliance, defined Agreement may be automatically renewed annually.
12. GENERAL MAINTENANCE: 4F SPORTS shall be responsible for all routine maintenance and repairs of lighting, fences, irrigation systems, baseball and softball fields, bleachers, concession areas, restrooms, and any other facilities utilized during the seasons at the designated fields with no charge to the CITY as more fully described below. 4F SPORTS shall also be responsible for the general clean-up and collection of trash and debris in and around all baseball and softball fields at the end of the last game each day, and parking lots before the beginning of the first game on the following day. The following illustrations are provided to better describe the parties' responsibilities but are not intended to be and shall not serve as an exhaustive list.
 - A. Irrigation system. 4F SPORTS shall provide all maintenance related to the irrigations system after the backflow preventer. City shall provide all maintenance up to and including the backflow preventer.
 - B. Plumbing. 4F SPORTS shall provide all maintenance of restrooms and plumbing fixtures including but not limited to toilets, sinks, drinking fountains, and clogged drains.
 - C. General electrical. 4F SPORTS shall provide all maintenance related to electrical systems including but not limited to replacement of light bulbs. City shall provide all maintenance related to field lights.

D. General maintenance. 4F SPORTS shall provide all routine maintenance related to HVAC systems including changing and cleaning filters and soap and paper towel dispensers.

13. MAINTENANCE STANDARDS: 4F SPORTS agrees to maintain the high quality of playing surfaces on the FACILITIES' fields in good working order sufficient to ensure safety of the players, spectators, coaches, managers and all other officials and personnel at all times.

A. The baseball and softball fields, as often as is needed, will have dirt added, will be sprayed for weeds, will be aerated and fertilized, will have dirt lips and buildups removed, and will be mowed and swept. Nitrogen shall be applied at 1lb per 1,000 sf on all fields in the months of May, June, and July.

B. The following conditions must be maintained within the duration of this contract in the following areas:

1. Complete turf coverage within the playing field fences except for the areas intended to remain dirt.
2. Playing surfaces will be kept uniform and level to allow for proper drainage and player safety. All soil areas will be maintained with a quality soil. Regular field maintenance will be performed in such a way to avoid lip or ridge formation resulting from loose dirt being dragged or pushed into grass areas.
3. Mowing of grass area inside of fields' fence line. Mowing heights will be maintained between $\frac{3}{4}$ inches and 2 $\frac{1}{2}$ inches depending on season and variety of grass.
4. Mowing of grass area outside of fields' fence line. Entire complex and property out of the fences shall be mowed and maintained so as not to exceed 4 inches in height.
5. Edging should be performed on a regular basis as needed to provide consistent edges and lines.
6. Outfield fences will be kept free of any thatch that might impede drainage.

15. INSPECTION: All FACILITIES will be in working order on the date this contract becomes effective and will be inspected by both the CITY and 4F SPORTS before this Agreement shall be executed. The CITY retains the right to enter upon the fields and facilities at any time for inspection, maintenance, repairs or any other purpose related to this Agreement. The CITY will inspect the FACILITIES bi-annually for the duration of this contract year, to determine whether or not the fields and facilities are being maintained by 4F SPORTS in compliance with the specified maintenance standards.

FORM # 1 of Verification Forms will be used to detail the results of each inspection. In the event the fields or facilities are not in compliance with the maintenance standards specified by this Agreement, the CITY shall provide a written Notice of Noncompliance to 4F SPORTS within five (5) business days from the date of the inspection. The Notice of Noncompliance will state the specific nature and extent of each area of noncompliance and shall require 4F SPORTS to remedy the violation and become compliant in each area within a stated period of time to be negotiated with 4F SPORTS but ultimately decided by the CITY. Failure to do so shall be a material breach of this Agreement and may result in termination of the Agreement by the CITY.

16. IMPROVEMENTS OR EMERGENCY REPAIRS: The FACILITIES shall at all times remain the property of the CITY and no improvements or structures may be built upon the fields or facilities without written permission from the CITY. The CITY shall be responsible for all major repairs necessary at FACILITIES to include, but not be limited to restrooms, plumbing, parking lots, and general electrical issues. 4F SPORTS shall be responsible for all other repairs including any damage caused by 4F SPORTS. Each parties' responsibilities are more fully described in Section 12. A. through D.
17. RESTROOMS: The CITY will provide restroom facilities at FACILITIES to be utilized by 4F SPORTS. 4F SPORTS will provide ample restroom supplies for each restroom facility utilized by participants. 4F SPORTS will open, stock and clean the restroom facilities prior to each scheduled game and practice, including both league and tournament play. 4F SPORTS will lock restroom(s) after each scheduled game and practice, including both league and tournament play.
18. UTILITIES: 4F SPORTS shall be responsible for all utilities except for water and sanitation as explained below at FACILITIES. The CITY agrees to provide up to 35,000 gallons of water per month at no charge to 4F SPORTS, which amount should be sufficient to provide irrigation and all other necessary water for the FACILITIES. Any usage in excess of this amount, shall be charged to 4F SPORTS at the standard rate. The CITY also agrees to provide up to 5 dumpsters which shall be emptied up to 2 times per week during baseball and softball seasons at no charge to 4F SPORTS. Any additional service shall be charged to 4F SPORTS at the standard rate.
19. INSURANCE: 4F SPORTS shall maintain general liability insurance covering the premises and activities of the FACILITIES and program in an amount not less than Two Million Dollars (\$2,000,000) and shall name the CITY as a co-insured. A copy of the policy shall be provided to the CITY at the time this Agreement is executed. 4F SPORTS shall maintain the required insurance with an insurer carrying a Best's "A" or equivalent rating that is licensed and admitted to write and issue insurance policies in the State of Oklahoma.

20. EXCEPTIONS TO STANDARD CONTRACT FOR CURRENT AGREEMENT YEAR: Any exceptions to the standard agreement are hereby incorporated as listed in Addendum A. It is understood by both parties that these exceptions arise from unusual circumstances and that they should not be expected to be included in any future agreements.
21. SCORE BOARD REVENUES: Periodically CITY may receive revenues from advertisements on the score boards at Price Fields. These revenues shall be transferred to 4F SPORTS within 30 days of their receipt.
22. INDEMNIFICATION: As partial consideration for this Agreement, 4F SPORTS agrees to indemnify, defend (at the CITY's option), and hold harmless the CITY, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of 4F SPORTS, its competitors, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted uses of the fields and facilities, any injury or damage that occurs on or about the fields or facilities relating to 4F SPORTS activities, or 4F Sport, Inc.'s performance or failure to perform the terms and conditions of this Agreement. 4F SPORTS shall promptly notify the CITY of any serious injuries occurring on the fields or facilities and of any claim asserted by any individual.
23. LAWS: This Agreement shall be governed by the laws of the State of Oklahoma. Exclusive jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court of Washington County, Oklahoma.
24. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, or other communications between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions herein, and the provisions of this Agreement are intended to be and shall be deemed severable.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date set forth below.

Executed this 4th day of March 2024.

CITY OF BARTLESVILLE:

Mayor Dale Copeland

City Clerk

4F SPORTS, INC.:

ADDENDUM A
EXCEPTIONS TO THE STANDARD AGREEMENT

In recognition of unexpected startup costs incurred by 4F SPORTS, CITY agrees to waive certain provisions and assume additional responsibilities for the current agreement year as specified below in this section.

- A. CITY shall provide all required spraying and fertilization required in Section 12. A. of this agreement.
- B. CITY shall provide maintenance and repairs for plumbing fixtures at the two northern most concession/restroom facilities.
- C. CITY shall provide maintenance and repairs for irrigation system including those assigned to 4F SPORTS in Section 11. A. of this agreement. Said maintenance will include all repairs, maintenance, and winterization of the system.
- D. CITY agrees to waive requirement that 4F SPORTS provide capital improvements as described in Section 5.
- E. CITY shall allow 4F SPORTS to utilize any infield groomers owned by the CITY. 4F SPORTS agrees to return infield groomers to the CITY at the end of this agreement in the same condition which they were received by 4F SPORTS.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Application and deed restriction agreement between the City of Bartlesville and Watie and Julie Pack, to forgive liens in the amount of \$4,950.00 plus interest, fees and penalty, on property located at 201 NW Bucy Avenue.

Attachments/Exhibits:

- Exhibit A: Aerial / Map
- Exhibit B: Street view image of lot
- Exhibit C: Lien Release Application from Watie and Julie Pack, with Deed and Recorded Liens on 201 NW Bucy Ave.
- Exhibit D: Deed Restriction Agreement

II. STAFF COMMENTS AND ANALYSIS

Watie and Julie Pack (the “owners”) request the City to release its lien of \$4,950.00, plus interest, late penalties, and fees, (total charges of \$5,613.35 as of 2/29/2024), for demolition of a dilapidated house owned by a prior owner on the lot addressed as 201 NW Bucy Avenue (legal description: Lot 6, Block 6, Keeler’s Addition). This lot is located across the street from the owners’ residence. The lot and the neighborhood are zoned Single-Family Residential RS-5. The current owners successfully bid on this lot at the annual County Treasurer tax resale auction of tax delinquent properties, held every second Monday in June, in this case, June 12, 2023. The owners have a County Treasurer’s Resale Deed, recorded at the County Clerk’s Office at Book 1210, Page 2395 on June 14, 2023.

The timeline chart below summarizes the events of this case and the costs assessed. The City held a code enforcement hearing and the property was declared dilapidated on 10/20/2022. A notice of this hearing and order was recorded at the County Clerk’s office on 10/21/2022. The prior owner was given a required 30 days to remove the house themselves (per 11 O.S. Section 22-112 A. 3), to be completed by 11/23/2022. The prior owner was deceased, her deed was not probated, and no heirs came forward to demolish the house or contact the City. As such, the City demolished the house on 4/7/2023, at a cost of \$4,950. The City recorded a lien on the property for this amount on 4/11/2023.

The City was required to wait 6 months before certifying to the County Treasurer the lien for the demolition, to give that prior owner (or her estate) the opportunity to pay the bill directly to the City, per 11 O.S. Section 22-112 A.5.

In the meantime, the County’s Tax Resale Auction occurred on 6/12/2023, and the owners successfully bid on the property and purchased it. The City certified the lien to the County

Treasurer later on 11/01/2023, enabling the County Treasurer to levy the costs on the property and collect them from the property owner as are other taxes, on behalf of the City, as a special assessment. The County Treasurer then sent an assessment to the new owners on 1/2/2024.

Date	Event	Dollar Amount	Recorded Book/Page
10/20/2022	Code Enforcement Hearing on Dilapidated House		
10/21/2022	Notice of Dilapidation & Lien, Order to Demolish, Recorded at County Clerk		Book 1196, Page 14
11/23/2022	Prior owner's 30-day deadline to demolish house		
04/07/2023	City demolishes dilapidated house		
04/11/2023	Lien Recorded for Removal of Dilapidated Structure at County Clerk	\$4,950.00	Book 1195, Page 1323
06/12/2023	County Tax Resale Auction, owners acquire property		
11/01/2023 (6 months after demolition)	City Certifies Lien to County Treasurer, and Charges City Interest (10%)	\$ 495.00	
	City Subtotal a.k.a "Base Tax"	\$5,445.00	
	County Collection Fee (1)	\$ 5.00	
01/2/2024	County Assessment sent to new owners	\$5,450.00	
01/31/2024	County Late Penalty (2) (1.5% of "Base Tax" \$5,445)	\$ 81.675	
02/29/2024	County Late Penalty (2) (1.5% of "Base Tax" \$5,445)	\$ 81.675	
	TOTAL DUE	\$ 5,613.35	

- (1) County Collection Fee is a flat \$5.00 fee, per 11 O.S. Section 22-112 A. 5.
- (2) County charges a Late Penalty of 1.5% of the Base Tax, per month.

Year	Tax Id	Lot/Block	Owner Name	Type	Legal	Base Tax	Total Due
2023	0013648	006-006	PACK, WATIE W & JULIE A	Real Estate	LOT 6 BLK 6 KEELER'S ADDN	137.00	PAID
2022	5000125	006-006	FUGATE, DOROTHY M	Special Assessment	LOT 6 BLK 6 KEELER'S ADDN	5,445.00	5,613.35

TOTAL DUE: \$5,613.35

Source: Washington County Treasurer's Office, <https://oktaxrolls.com/searchTaxRoll/Washington>

The owners request that the City of Bartlesville release the lien. They base their request on (1) the fact that they did not own the property at the time of the City's demolition, and, (2) that the City lien was not listed in any special assessment by the County Treasurer until after the date of the County Tax Resale auction, and they were surprised by the lien.

City staff counters that (1) City liens run with the land, and are the responsibility of future owners of property, not just the owner of the property at the time of code violation, and (2) that the owners were on legal notice of the existence of the lien by its recordation on 4/11/2023 at the Washington County *Clerk's* office, two months prior to the tax resale auction, and that had the OWNERS conducted a title search of the Washington County *Clerk's* records, , or at least an on-line search of the County *Clerk's* records at <https://countycourthouse.org/county-records> , on or after 4/11/2023, prior to the auction on 6/12/2023, they would have been aware of the City's lien in the title record.

In any event, City staff is sensitive to the unusual circumstances of this case, specifically that the certification of the lien to the County Treasurer occurred after the owners' purchase of the property at the tax resale auction. City staff understands from the owners that they have no imminent plans to develop the property. City staff supports a release of the lien, on the condition that the owners agree to a deed restriction agreement on the property, stating that the owners shall not develop the property, or construct anything on the property that requires a building permit, until such time in the future when the owners shall appear before the Bartlesville City Council and present a project proposal to Council, showing how such proposal fulfills a municipal public purpose, or otherwise satisfies future requirements for granting a lien release, to the satisfaction of City Council.

Lien release history. Since 2020, using the Lien Release Application process, the City has forgiven and released liens on four properties, totaling \$18,196.80. The highest dollar amount released on a single property to date is \$6,601.74. The lowest dollar amount released is \$111.00. The average dollar amount is \$4,549.20.

III. RECOMMENDED ACTION

Staff recommends approval of the lien release on the condition that the owners and the City enter into a deed restriction agreement, where the City agrees to release its lien in exchange for the owners' restricting development on the lot until such time as they are ready to develop, and they present City Council with a proposal that is approved by City Council.

Attached is a deed restriction agreement of which the owners have indicated their approval.

EXHIBIT A: Aerial Image / Map of Property



EXHIBIT B: Street View Image of Lot (February 29, 2024)



EXHIBIT C



CITY LIEN RELEASE / LIEN MODIFICATION APPLICATION

SUBJECT PROPERTY INFORMATION <i>(all information is required; attach additional sheets if needed)</i>			
Street Address: 201 N. Bucy	Existing Use(s) on Property: NO	Zoning District: N/A	
Parcel ID Number: 010204-01006-0000-01	Tax Assessor's Account #: 740013648	Proposed Use(s) on Property: NO	Proposed Rezoning: N/A
Legal Description <i>(attach additional sheet(s) if needed)</i> : Lot 6 Block 6 Keeler's			
Code Violation(s)/Abatement Action(s): Clearing Dilapidated Struct		Dollar Amount of Lien(s): \$5,445.00	
APPLICANT INFORMATION <i>(all information is required)</i>			
Property Owner & Applicant Name: Watie Pack + Julie Pack			
Mailing Address: 149 N. Bucy			
City, State, Zip Bartlesville, OKla 74003			
Telephone: 918-440-2321			
Email: Jpack2321@icloud.com			
<ul style="list-style-type: none"> Have the violation(s) on the subject property been corrected? Enter "Yes" or (No) Date(s) when the subject property was brought into compliance: 2 - 2023 Were you the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed? Enter "Yes" or (No) If so, how many days elapsed from the date of the violation notice to the date of compliance? N/A If you were not the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed, were you aware of the lien when you acquired the property? Enter "Yes" or (No) If the property was not in compliance at the time you acquired the property, how many days from the time of acquisition did it take for you to come into compliance? N/A 			
Provide the factual basis upon which the application for release of the lien should be granted. <i>(Attach additional sheets if needed)</i> .			

City Lien Release

After receiving nuisance calls in October of 2022 concerning the property at 201 North Bucy, Bartlesville, OK, the property was demolished in early February 2023. The former residents were deceased and the house was abandoned and had become very dilapidated.

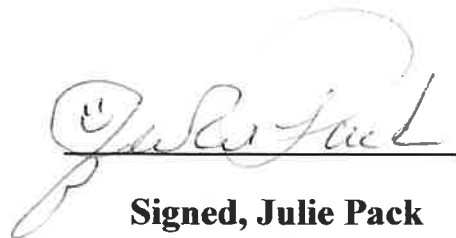
On June 12, 2023, my husband and I purchased the vacant lot at 201 N. Bucy at a county auction for \$2,650 . At the time of our purchase we were handed a copy of an OHCH lien for \$300,000 . We understood the county received \$1,616.40 and OHCH received \$1,033.60.

The land was taxed at \$137.00. which we paid in Dec. 2023.

On January 5, 2024 we received a special assessment which was due Jan. 2nd but was postmarked Jan 2nd. It was for \$5,450 for the demo of the property at 201 N. Bucy.

We had not purchased the property at the time of the demo nor was the cost of the demo included in the purchase price.

Thus, we do not feel it is our responsibility to pay this assessment.



Signed, Julie Pack

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

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

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

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

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

INSPECTION

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

Applicant's signature below shows consent to such inspections.

AFFIDAVIT:

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

I, Watie & Julie Pack, being first duly sworn, depose and say that:

[check one]:

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

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

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

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

Julie Ann Pack Watie William Pack Jr.
Applicant Name (Print)

Julie Ann Pack Watie William Pack Jr.
Applicant Signature

The foregoing instrument was sworn to and subscribed before me this 9th day of February, 2024, by Watie William Pack Jr & Julie Ann Pack, who is personally known to me, or has produced _____ as identification. Julie Ann Pack

Notary Public: Debbie Gray

Printed Name: Debbie Gray



Office Use Only:

Received by: MC

Date: 2/12/2024

Date: 5/7/2021

201 N. Bucy



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

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

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

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

Conditions for application:

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

- A. The market value of the property (as determined by the County Assessor) is less than the lien amount and recording costs associated with the lien.
- B. *Measurable value.* The applicant must have planned imminent development of the property through new construction, substantive rehabilitation, or other development project on the property that will provide *measurable value* to the city by increasing the tax base, creating jobs, or providing other measurable value to the city.
- C. The *measurable value* provided to the city shall be equal to or greater than the City's costs of abatement (including the recording and administrative costs associated with the lien(s) and their release), or otherwise fulfill a *municipal public purpose* as determined by City Council.
- D. Any lien release based upon a proposed development of the property will be effective only upon completion of the project, as evidenced by a final inspection, certificate of occupancy, or similar documentation. The City may require that the applicant enter into an agreement to complete the project, and may require financial security to ensure completion.



Washington

Assessment Property Record Card

Data provided by Todd Mathes County Assessor

Date 06/12/2023
Time 12:35:54
Page 1

Assessment Data

Account 740013648
Parcel ID 010204-006006-000000-01
Fiscal ID
Property Type Real - Real Property
Property Class UR
County Area 12 - I-30 BARTLESVILLE
Assessors ID 48599
Owner FUGATE, DOROTHY M
Address 1 NW BUCY AVE
BARTLESVILLE OK 74005-

Parcel Location

Address 00201 NW BUCY AVE
Subdivision KEELER'S ADDN
Lot/Block 0006 / 0006 Parcel Size 1 - Lots
City/Town/Rng 0 / 0 / 0 / 0
Neighborhood 10204 - KEELER'S ADDN
School District S030 - BARTLESVILLE



Legal Description

LOT 6 BLK 6 KEELER'S ADDN

Building Permits

Number	Description	Opened	Closed	Amount
0423/864	ENTIRE STRUCTURE	04/2023		

*R Stapleton
6-12-2023*

Exemptions

Code	Type	Active	Maximum	Exemption
H	Homestead	No	1,000	

Sale History

Bk/Pg	Grantor	Date	Price	Code
956/799	CHARTER, ORMA JANE	08/20/2001	7,000	Yes

Parcel Valuation

Source	REAL	Fair Cash	Capped	Asmnt Level	Assessed	Levy Rate	119.790	Current Tax
Remove Cap	0	Land Value	<u>1,720</u>	<u>1,720</u>	12%	206	Assessed	<u>1,147</u> 137.40
Year Frozen	0	Improvements	37,335	7,845		941	Penalty	0 0.00
Low Construction	0	Mobile Home	0	0		0	Exemption	0 0.00
IF Project ID	0	Total Value	39,055	9,565		1,147	Total Taxable	1,147 137.00

Assessment History

Tax Year	Statement Number	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2022	2022-740013648	FUGATE, DOROTHY M	12	39,055	0	1,093	131.00
2021	2021-740013648	FUGATE, DOROTHY M	12	22,290	0	1,041	122.00
2020	2020-740013648	FUGATE, DOROTHY M	12	22,290	0	991	119.00
2019	2019-740013648	FUGATE, DOROTHY M	12	22,290	944		.00
2018	2018-740013648	FUGATE, DOROTHY M	12	22,290	917		.00
2017	2017-740013648	FUGATE, DOROTHY M	12	7,420	890		.00
2016	2016-740013648	FUGATE, DOROTHY M	12	7,420	890		.00
2015	2015-740013648	FUGATE, DOROTHY M	12	7,420	890		.00
2014	2014-740013648	FUGATE, DOROTHY M	12	7,420	890		.00
2013	2013-740013648	FUGATE, DOROTHY M	12	7,420	890		.00
2012	2012-740013648	FUGATE, DOROTHY M	12	7,420	890		.00
2011	2011-740013648	FUGATE, DOROTHY M	12	7,420	890		.00
2010	2010-0013648	FUGATE, DOROTHY M	12	7,420	1000		.00

MELISSA THORNBRUGH WASHINGTON COUNTY TREASURER

List of Property Held for Resale As of 5/31/2023

Date of Sale 6/12/2023

PLEASE NOTE: This office does its best to ensure that any information distributed to the public is accurately stated. However, we do not guarantee that the information provided is infallible and recommend that additional research be done for serious inquiries.

Property Description	Situs Address	Current Owner	Tax ID	SD	Total Due
L4-0 B020 -	113 SW CASS	BACKGATE 3 LLC	21381	030B	1,898.52
L2-0 B090 -	551 N CLARK	BARAJAS, CHARLES PATTON	24824	018R	167.20
L2-0 B450 -	518 NW INWOOD	BEARD, WALTER L JR & BARBARA P	16430	030B	5,667.94
L1-0 B090 -	750 E MAPLE	BONNER, BRADLEY S	1104	018R	1,829.65
L3-0 B090 -	SEE PLAT MAP	BONNER, BRADLEY S	24822	018R	193.04
L5-0 B620 -	314 E 5TH	BRODRICK, GERALDINE REVOC	5178	007D	1,389.52
L2-0 B040 -	529 SW MORTON	BROWN, JAMES C	21524	030B	647.93
L3-0 B040 -	535 SW MORTON	BROWN, JAMES C	21525	030B	3,553.69
L3-0 B050 -	705 SW ROGERS	BROWN, SABRINA & JAMES	14194	030B	188.72
L0-0 B850 -	404 W 11TH	CONE, TODD A & ELIZABETH A	9124	TIFF2	609.37
L0-0 B850 -	NE CREEK	CUNNINGHAM, PEGGY K & LESTER J: TA	5661	007D	187.65
L1-0 B850 -	SEE PLAT MAP	CUNNINGHAM, PEGGY K & LESTER J: TA	5662	007D	197.16
L6-0 B040 -	1524 SW OAK	DARAKR HILLCREST FUELMARTS INC	9855	030B	11,807.21
L B -	319 SW VIRGINIA	DUFFY, PAMELA SUE	21492	030B	331.92
L8-0 B190 -	1329 S ARMSTRONG	DUNCAN, MARY E GREEN	14608	030B	3,147.07
L1-0 B030 -	901 S CREEK	EGAN, JAMES & CHERYL	9976	TIFF2	5,801.53
L6-0 B060 -	201 NW BUCY	FUGATE, DOROTHY M	513648	030B	1,616.40
L6-0 B030 -	512 SW MORTON	GARRISON, BILL	21512	030B	188.72
L4-0 B020 -	1231 N CHOCTAW	GILLIAM, JACLIN A	5490	007D	3,167.77
L3-0 B050 -	209 S CREEK	GOMEZ, LYNDIA K: BETTY CONE:	5091	007D	1,671.21
L5-A B079 -	4715 SE ADAMS	GUMIENNY, CYNDI L	22111	030B	2,490.58
L8-0 B040 -	4215 SE STATE	HILL, SUSAN	17478	030B	3,060.49
L3-0 B926 -	222 SE WASHINGTON	HOSPITALITY SUITES V LLC	23533	030B	289,957.70
L7-0 B010 -	219 NW SANTA FE	JACKSON, H L S/C MARTHA F PARRACK	24315	030B	1,008.02
L0-0 B000 -	3041 W 1300	JONES, BOBBY E:	7916	004	594.56
L5-0 B020 -	110 NW SEMINOLE	JONES, PATRICK	524311	030B	525.09
L1-0 B030 -	311 N CENTRAL	JONTRA, GARY A	7189	004C	2,177.98
L2-0 B030 -	209 W WALNUT	JONTRA, GARY A	7190	004C	768.66
L1-0 B020 -	134 NW VIRGINIA	KEITEL, ANNETTE JEAN:	25493	030B	2,159.04
L2-0 B010 -	1624 S ARMSTRONG	LOWE, CORY W	11761	030B	3,075.84
L3-0 B010 -	142 NW CHEYENNE	LOWE, CORY W	16875	030B	3,984.43
L0-0 B050 -	202 S WYANDOTTE	LUDLUM, DAVID A	5095	007D	1,327.84
L3-0 B220 -	601 SE YALE	MARSHALL, MARY KAY	17945	030B	3,310.30

This is your TAX RECEIPT

Taxpayer's Copy - Keep for your records

MELISSA THORNBRUGH
WASHINGTON COUNTY TREASURER

Init JJW Date **6/12/2023**
Wkst- 38 Tran# 19761

FUGATE, DOROTHY M
201 NW BUCY AVE
BARTLESVILLE OK 74005-0000

FUGATE, DOROTHY M 201 NW BUCY AVE BARTLESVILLE OK 74005-0000 Situs: 201 NW BUCY AVE BARTLESVILLE PID:010204-006006-000000-01 KEELER'S LOT 6 BLK 6 KEELER'S ADDN	Gross Assessed 1,093 Exemptions 0 Net Assessed 1,093 Tax Before Payment 131.00 None Due Real Estate 0.00	2022 13648 Receipt# 33656 Paid By: BIDDER #2	030B Amount Paid Tax 131.00 Penalty 11.79 Mail Lien Advertise Other Total 142.79
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FUGATE, DOROTHY M 201 NW BUCY AVE BARTLESVILLE OK 74005-0000 Situs: 201 NW BUCY AVE BARTLESVILLE PID:010204-006006-000000-01 KEELER'S LOT 6 BLK 6 KEELER'S ADDN	Gross Assessed 1,041 Exemptions 0 Net Assessed 1,041 Tax Before Payment 122.00 None Due Real Estate 0.00	2021 13648 Receipt# 35066 Paid By: BIDDER #2	030B Amount Paid Tax 122.00 Penalty 32.94 Mail Lien Advertise Other 17.57 Total 172.51
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FUGATE, DOROTHY M 201 NW BUCY AVE BARTLESVILLE OK 74005-0000 Situs: 201 NW BUCY AVE BARTLESVILLE PID:010204-006006-000000-01 KEELER'S LOT 6 BLK 6 KEELER'S ADDN	Gross Assessed 991 Exemptions 0 Net Assessed 991 Tax Before Payment 119.00 None Due Real Estate 0.00	2020 13648 Receipt# 36269 Paid By: BIDDER #2	030B Amount Paid Tax 119.00 Penalty 53.55 Mail Lien Advertise Other 17.51 Total 190.06
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FUGATE, DOROTHY M P O BOX 2282 BARTLESVILLE OK 74005-0000 PID:010204-006006-000000-01 KEELER'S LOT 6 BLK 6 KEELER'S ADDN	Gross Assessed 0 Exemptions 0 Net Assessed 0 Tax Before Payment 233.59 None Due Special Assessment 0.00	2018 513648 Receipt# 101877 Paid By: BIDDER #2	WEEDB Amount Paid Tax 233.59 Penalty 171.69 Mail Lien Advertise Other 22.50 Total 427.78
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This is your TAX RECEIPT

Taxpayer's Copy - Keep for your records

FUGATE, DOROTHY M 201 NW BUCY AVE BARTLESVILLE OK 74005-0000 PID:010204-006006-000000-01 KEELER'S LOT 6 BLK 6 KEELER'S ADDN	Gross Assessed	0	2019	WEEDB	Amount Paid
	Exemptions	0		513648	Tax
	Net Assessed	0		Penalty	139.67
	Tax Before Payment	227.11		Mail	
	None Due	0.00		Lien	
	<u>Special Assessment</u>		Receipt# 101878	Advertise	
			Other	160.60	
			Total	527.38	

Paid By:
BIDDER #2

FUGATE, DOROTHY M 201 NW BUCY AVE BARTLESVILLE OK 74005-0000 PID:010204-006006-000000-01 KEELER'S LOT 6 BLK 6 KEELER'S ADDN	Gross Assessed	0	2021	WEEDB	Amount Paid
	Exemptions	0		513648	Tax
	Net Assessed	0		Penalty	20.07
	Tax Before Payment	191.16		Mail	
	None Due	0.00		Lien	
	<u>Special Assessment</u>		Receipt# 101879	Advertise	
			Other	978.25	
			Total	1,189.48	

Paid By:
BIDDER #2

	Cash Payment	2,650.00
Report Total	Total Paid	2,650.00
	Total Still Due	0.00



JB

COUNTY TREASURER'S RESALE DEED
 (INDIVIDUAL)

WHEREAS, MELISSA THORNBRUGH, County Treasurer
 of WASHINGTON COUNTY, State of Oklahoma, on June 12, 2023,

sold separately and singly, in the manner provided by law, at tax resale and JULIE PACK & WATIE PACK
 bid in for WATIE PACK & JULIE PACK, 149 N BUCY BARTLESVILLE, OK 74003
 the real estate hereinafter described, and

WHEREAS, all proceedings, notices and duties provided, required and imposed by law prerequisite to the vesting of authority in
 said County Treasurer to execute this resale deed have been followed, given, complied with and performed, and

WHEREAS, the said MELISSA THORNBRUGH, County Treasurer
 is now by law vested with power and authority to execute this resale deed,

NOW, THEREFORE, this indenture made on June 12, 2023, between
 the State of Oklahoma, by MELISSA THORNBRUGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and WATIE PACK & JULIE PACK,

of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
 paid, to-wit 2,650.00

hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, his
 (or her) heirs, executors, administrators, and assigns, forever, the following separately described tracts, parcels, or lots of land so sold
 separately and singly for the amount bid in the total sum set opposite each, all of said tracts, parcels, or lots of land being located in
WASHINGTON COUNTY, Oklahoma to-wit:

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 6 BLK 6 KEELER'S ADDN	BARTLESVILLE 13648				2,650.00

To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the second part,
 his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer of said County
 is empowered by law to sell the same.

In testimony whereof, the MELISSA THORNBRUGH, Treasurer of said
WASHINGTON COUNTY, State of Oklahoma, has hereunto set his hand and seal the day and year
 aforesaid.

ATTEST:

STATE OF OKLAHOMA



M.A. N. N. N.

WASHINGTON COUNTY TREASURER
 400 S JOHNSTONE Rm. 200
 BARTLESVILLE, OK 74003
 PHONE (918) 337-2810
ELISSA THORNBRUGH, TREASURER



Breakdown	Mills	Amount
COUNTY GENERAL	10.44	12.41
COUNTY HEALTH	2.81	2.99
VO-TECH GENERAL	10.44	11.97
VO-TECH BUILDING	5.22	5.99
COUNTY WIDE F/M/I	4.17	4.78
CITY SINKING (BVL)	14.58	16.72
SCHOOL DIST GEN.	36.49	41.85
SCHOOL DIST BLD	5.21	5.98
SCHOOL DIST SINK	29.91	34.31
TOTALS	119.07	137.00

030B 2023 13648 BT

	Values
Gross Assessed	1,147
Exemptions	0
Net Assessed	1,147
Total Tax	137.00
Total Tax Payments	0.00

Total Due \$137.00

Real Estate

104921

PACK, WATIE W & JULIE A
 149 N BUCY AVE
 BARTLESVILLE OK 74003-2242

Legal Description:
 201 NW BUCY AVE (1 Lot)
 LOT 6 BLK 6 KEELER'S ADDN

TO AVOID PENALTY, PAYMENTS MUST BE RECEIVED OR ENVELOPES POSTMARKED ON OR BEFORE JANUARY 2, 2024
IF PAYING HALF, 2ND PAYMENT IS DUE ON OR BEFORE MARCH 31, 2024.

OUR OFFICES WILL BE CLOSED ON THE FOLLOWING HOLIDAYS:

*Thanksgiving: November 22nd @ 12:00 &
 November 23rd - 24th
 Christmas: December 25th - 26th
 New Year's: January 1, 2024*

GO TO WWW.COUNTYCOURTHOUSE.ORG AND CLICK ON TREASURER LINK TO VIEW TAX RECORDS OR MAKE PAYMENT ON LINE.



MELISSA THORNBRUGH
 Washington County Treasurer
 400 S. JOHNSTONE, RM. 200
 BARTLESVILLE, OKLAHOMA 74003-6637

TULSA OK 740

2 JAN 2024 PM 3

FIRST CLASS MAIL



quadient
 FIRST-CLASS MAIL
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 01/02/2024 ZIP 74003
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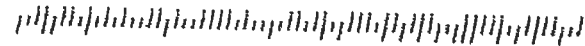
U.S. POSTAGE

IMPORTANT TAX INFORMATION ENCLOSED • PLEASE OPEN AT ONCE

LAO
 TAM
 HERE

|||||
 FUGATE, DOROTHY M
 C/O PACK, WATIE W & JULIE A
 149 BUCY AVE
 BARTLESVILLE OK 74003

74003-224249





NOTICE OF PUBLIC NUISANCE AND LIEN
REMOVAL OF DILAPIDATED STRUCTURE
City of Bartlesville, Oklahoma
City Clerk's Office
401 S. Johnstone Ave., Bartlesville, OK 74003

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

Case Number: DS-0922-0105

NOTICE IS HEREBY GIVEN as follows:

In accordance with the provisions of Title 11 O.S. 22-112, the undersigned, being the duly appointed City Clerk of the City of Bartlesville, Oklahoma, hereby advises that on 10/20/2022, the real property located at 201 NW BUCY AVE and legally described as follows, to wit:

Legal Description: LOT 6 BLK 6 KEELERS ADDN, Bartlesville, Washington County, Oklahoma

was found to have located thereon a public nuisance, specifically a dilapidated structure as defined under the provisions of Title 11 O.S. 22-112, and further that such nuisance has been abated by the City of Bartlesville, Oklahoma by demolishing and removing, or other procedure necessary, to correct the public nuisance conditions upon said property.

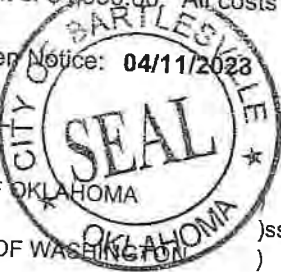
The undersigned hereby states that the City of Bartlesville, Oklahoma in accordance with Title 11 O.S. 22-112.1, hereby claims a lien on the aforesaid property for the actual costs of boarding and securing, or other procedures necessary, as well as any additional costs related thereto, incurred by the City of Bartlesville, Oklahoma, said actual costs specifically in the amount of \$4,950.00. All costs herein shall be the personal obligation of the property owner.


Date of Lien Notice: 04/11/2023

CITY SEAL

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

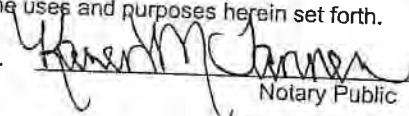



Jason Muninger, City Clerk
City of Bartlesville

Before me, the undersigned Notary Public in and for said County and State, on this 11th day of April, 2023, personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Bartlesville, for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: JAN. 17, 2026


Notary Public



I-2023-002525 Book 1209 Pg 66
04/11/2023 1:09pm Pg 0066-0066
Fee: \$18.00 Doc: \$0.00
Annette Smith - Washington County Clerk
State of Oklahoma



751
11/2/23



Washington County Treasurer
Bartlesville, Ok. 74003

Date: 11-01-23

RE: Assessment for clearing Dilapidated structures.

LOT:	BLOCK:	ADDITION:	ASSESSMENT:	INT.	TOTAL
6	6	KEELERS	\$4,950.00	\$495.00	\$5,445.00
17 18 19 20	11	MOUNTAIN VIEW	\$245.28	\$24.53	\$269.81
20	16	McDANIELS 2nd	\$12,950.00	\$1,295.00	\$14,245.00
14	2	BARTLESVILLE ZINC	\$4,450.00	\$445.00	\$4,895.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTALS			\$22,595.28	\$2,259.53	\$24,854.81

13248
15635
14554
9657

Tammy Hudgens
Customer Service Manager
City Treasurer's Office
918-338-4223
tlhudgen@cityofbartlesville.org

INVOICE (INV-00016288) FOR CITY OF BARTLESVILLE

BILLING CONTACT

JULIE PACK
PROPERTY OWNER
149 NW BUCY AVE 149 NW BUCY AVE
Bartlesville, OK 74003



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00016288	02/12/2024	03/13/2024	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
CLR-0224-0004	Lien Release Application Fee	\$50.00
	Recordation Reimbursement of Lien Release Fee	\$54.00
201 Nw Bucy Ave 201 Nw Bucy Ave Bartlesville, OK 74003		SUB TOTAL \$104.00

REMITTANCE INFORMATION
City of Bartlesville Accounts Receivable 401 S. Johnstone Avenue Bartlesville, OK 74003 www.cityofbartlesville.org

TOTAL **\$104.00**



City of Bartlesville
City Hall
401 S Johnstone Ave
Bartlesville, OK 74003
(918) 338-4224
www.cityofbartlesville.org

02/12/2024 10:07AM Kayle A.
011852-0002

INVOICE

PACK, JULIE (PROPERTY OWNER)

CLR-0224-0004

2024 Item: INV-00016288

This is a flat fee
for applying to get a
lien rele \$50.00

This fee is the cost
of recording a lien
release a \$54.00

Payment Id: 120035

\$104.00

Subtotal \$104.00

Total \$104.00

CASH \$104.00

Change due \$0.00

Paid by: PACK, JULIE (PROPERTY OWNER)



Comments: PACK, JULIE (PROPERTY OWNER)

Thank you!

CUSTOMER COPY

EXHIBIT D

DEED RESTRICTION AGREEMENT

THIS DEED RESTRICTION AGREEMENT (the “Agreement”) is entered into this 4th day of March, 2024 (the “Effective Date”) by and between the City of Bartlesville (“CITY”) and Watie Pack and Julie Pack, also known as Watie W. Pack and Julie A. Pack, husband and wife, with an address of 149 NW Bucy Avenue (“OWNERS”), each a “Party” and collectively the “PARTIES”).

WHEREAS, OWNERS purchased at the Washington County Treasurer’s Office annual tax resale held on the second Monday in June, June 12, 2023, per 68 O.S. Section 3125, the real property located at 201 NW Bucy Avenue, Bartlesville, Oklahoma 74003, legally described as Lot 6, Block 6, Keeler’s Addition to the City of Bartlesville, I.T., now City of Bartlesville, Washington County, Oklahoma (the “Property”); and

WHEREAS, the Property has CITY liens for the CITY’s past abatement of public nuisance conditions on the Property, including demolishing and removing dilapidated structure(s), and additional costs related thereto; and

WHEREAS, OWNERS wish to have the CITY release its liens on the Property; and

WHEREAS, the PARTIES acknowledge that the Property is currently vacant and undeveloped, and the OWNERS have no imminent plans to develop the property; and

WHEREAS, the PARTIES acknowledge that to qualify for a release of CITY liens, the OWNERS must show a municipal public purpose for the release; and

WHEREAS, the OWNERS have agreed to place restrictions and conditions on the development and use of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the PARTIES agree as follows:

1. The OWNERS shall not develop the Property or construct anything on the Property that requires a building permit, until such time in the future when the OWNERS shall appear before the Bartlesville City Council and present a project proposal to Council, showing how the proposal fulfills a municipal public purpose, or otherwise satisfies future requirements for granting a lien release, to the satisfaction of City Council.

2. The CITY agrees to execute a release of its liens of record as of the date of this Agreement, for unpaid expenses for demolition of the dilapidated structure on the Property, said release to be done by separate instrument.

3. Remedies.

A. In the event the OWNERS breach this Deed Restriction Agreement, the CITY shall have any and all remedies provided by law and in equity for a violation of this Deed Restriction Agreement, including without limitation: (i) damages, including the dollar amount of the CITY liens that are released under this Agreement, plus interest; (ii)

specific performance; and (iii) injunctions, including without limitation an injunction requiring eviction of the occupant(s) and an injunction to prohibit the occupancy of the Property in violation of this Deed Restriction. All remedies shall be cumulative.

B. The cost to the CITY of any activity taken in response to any violation of this Deed Restriction, including reasonable attorney fees, shall be paid promptly by the OWNERS.

4. Miscellaneous.

a. *Modification.* This Agreement may only be modified by subsequent written agreement of the PARTIES.

b. *Integration.* This Agreement constitutes the entire agreement between OWNERS and the CITY, superseding all prior oral or written communications.

c. *Runs with the Land.* The benefits and obligations of the PARTIES under this Agreement shall run with the land, and OWNERS' obligations hereunder shall be binding on any subsequent holder of any ownership interest in the Property.

d. *Severability.* If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

e. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Oklahoma, and any legal action concerning the provisions hereof shall be brought in Washington County, Oklahoma.

f. *Agreement Binding; Assignment.* This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the PARTIES.

g. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

h. *No Joint Venture.* Notwithstanding any provision hereof, the CITY shall never be a joint venture in any private entity or activity which participates in this Agreement, and the CITY shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

i. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the PARTIES at the following addresses:

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

Watie and Julie Pack
149 NW Bucy Ave.
Bartlesville, OK 74003

j. *Recording.* This Agreement shall be recorded in the Office of the County Clerk for Washington County, Oklahoma.

k. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Bartlesville City Council, their now living descendants, if any, and the survivor of them, plus 21 years.

l. *Governmental Immunity.* The CITY and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by state law, or otherwise available to the CITY and its officers, attorneys or employees.

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

WATIE PACK and JULIE PACK, husband and wife:

Watie Pack

Date

Julie Pack

Date

STATE OF OKLAHOMA)
) ss
County of Washington)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2024, personally appeared (names) _____, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledge to me that they executed the same as their free and voluntary act and deed for the uses and purpose therein set forth.

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

My commission expires:

Notary Public

CITY OF BARTLESVILLE:

by

Dale Copeland, Mayor

Date

ATTEST:

Jason Muninger, City Clerk

(City Seal)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2023-24 appropriating Private Donations from Phillips 66 for the Police Department.

Attachments:

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

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville Police Department applied for and received a \$23,250 grant from Phillips 66 for the parks/pathfinder patrol vehicle. These funds must be appropriated prior to their expense.

III. BUDGET IMPACT

Budgetary impact nets zero, \$23,250 increase in revenue and \$23,250 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RESOLUTION _____

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

WHEREAS, THE City of Bartlesville has received donation funds from Phillips 66 in the amount of \$23,250; and

WHEREAS, the City of Bartlesville needs to appropriate \$23,250 of these revenues prior to their expenditure;

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

The Police Dept (270) of the CIP-Sales Tax Fund (449) shall be increased as follows:

Vehicles & Off-road Equip (55960)	\$ 23,250
-----------------------------------	-----------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 4th DAY OF MARCH, 2024.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the seven months ending January 31, 2024.

Attachments:

Interim Financials for January 31, 2024

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for January 2024; 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 January 31, 2024.



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

For The Seven Months Ended January 31, 2024

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

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REVENUE BUDGET STATUS

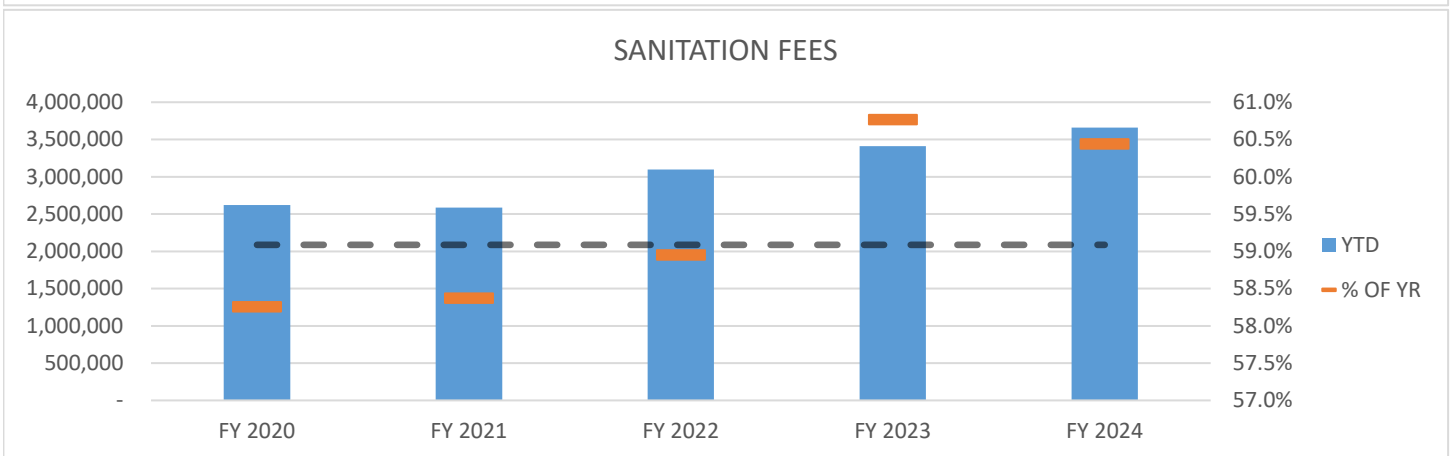
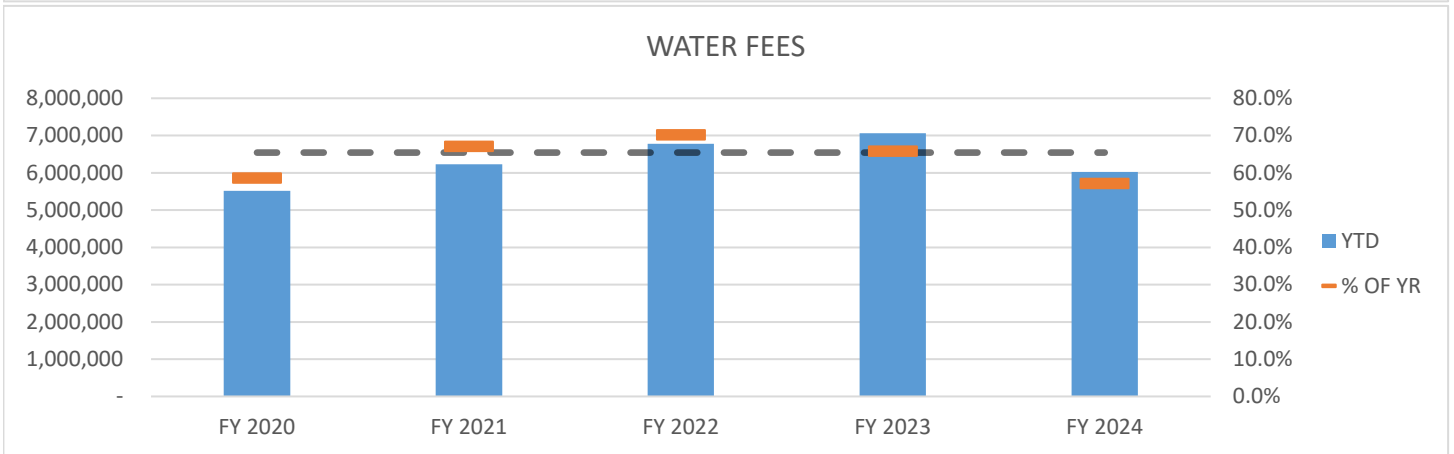
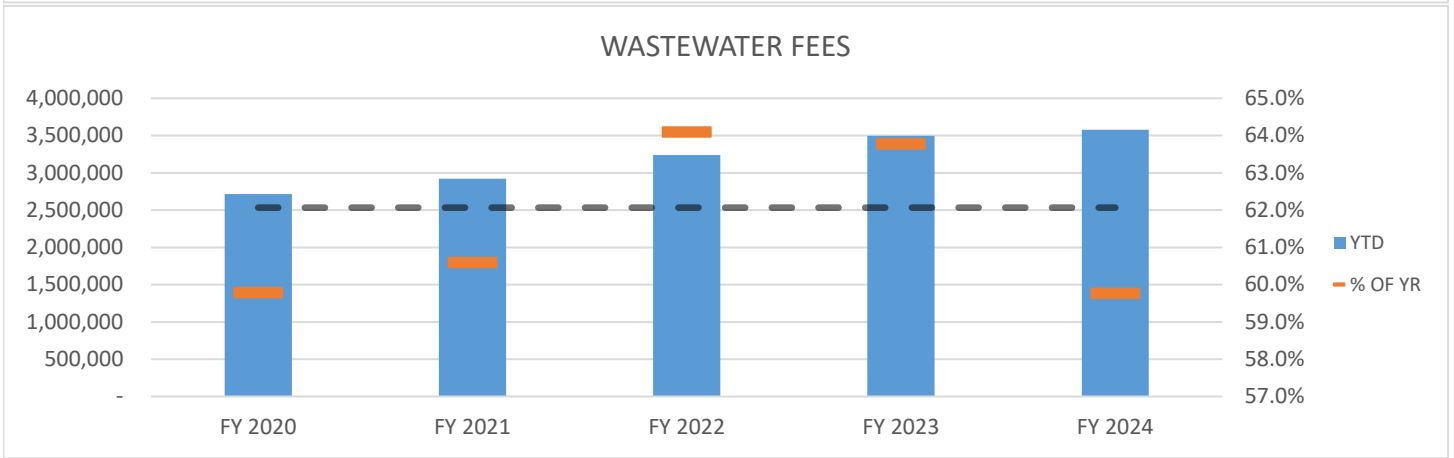
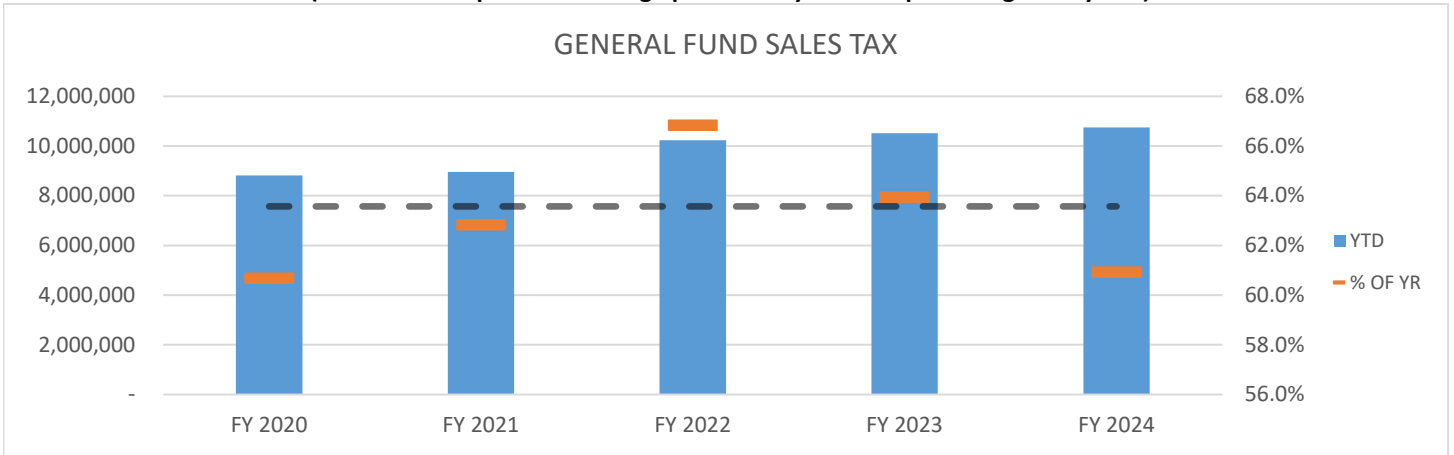
EXPENDITURE BUDGET STATUS

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

58% 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
Revenue:								
Sales Tax	\$ 17,643,955	\$ 10,292,307	\$ 10,749,939	\$ -	\$ 10,749,939	60.9%	\$ 10,522,464	58.1%
Use Tax	2,500,000	1,458,333	2,901,694	-	2,901,694	116.1%	-	0.0%
Gross Receipt Tax	1,582,000	922,833	928,581	-	928,581	58.7%	935,629	57.5%
Licenses and Permits	256,700	149,742	205,433	-	205,433	80.0%	198,526	77.1%
Intergovernmental	700,400	408,567	396,459	-	396,459	56.6%	451,115	63.3%
Charges for Services	478,800	279,300	358,509	-	358,509	74.9%	321,425	53.7%
Court Costs	160,000	93,333	106,968	-	106,968	66.9%	112,555	59.2%
Police/Traffic Fines	460,000	268,333	201,159	-	201,159	43.7%	241,225	59.5%
Parking Fines	68,200	39,783	29,495	-	29,495	43.2%	28,630	59.8%
Other Fines	80,400	46,900	35,320	-	35,320	43.9%	40,739	58.0%
Investment Income	150,000	87,500	1,934,691	-	1,934,691	1289.8%	58,333	6.1%
Miscellaneous Income	875,700	510,825	632,237	-	632,237	72.2%	203,495	27.0%
Transfers In	6,561,228	3,827,383	3,827,388	-	3,827,388	58.3%	5,349,721	58.3%
Total	<u>\$ 31,517,383</u>	<u>\$ 18,385,139</u>	<u>\$ 22,307,873</u>	<u>\$ -</u>	<u>\$ 22,307,873</u>	70.8%	<u>\$ 18,463,857</u>	53.6%
Expenditures:								
General Government	\$ 8,965,657	\$ 5,229,967	\$ 4,611,716	\$ 189,732	\$ 4,801,449	53.6%	\$ 4,702,069	57.3%
Public Safety	16,604,031	9,685,685	9,728,927	167,117	9,896,044	59.6%	9,320,291	60.3%
Street	2,051,398	1,196,649	1,014,445	20,498	1,034,943	50.5%	1,044,637	58.1%
Culture and Recreation	3,666,412	2,138,740	1,937,324	8,134	1,945,458	53.1%	1,892,727	58.1%
Transfers Out	4,189,369	2,443,799	2,443,664	-	2,443,664	58.3%	2,339,832	58.3%
Reserves	1,194,800	696,967	-	-	-	0.0%	-	N.A.
Total	<u>\$ 36,671,667</u>	<u>\$ 21,391,807</u>	<u>\$ 19,736,076</u>	<u>\$ 385,481</u>	<u>\$ 20,121,558</u>	54.9%	<u>\$ 19,299,556</u>	59.0%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 6,559,526					
Net Revenue (Expense)			<u>2,571,797</u>					
Ending Fund Balance			<u>\$ 9,131,323</u>					

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

58% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 6,007,344	\$ 3,504,284	\$ 3,581,067	\$ -	\$ 3,581,067	59.6%	\$ 3,502,601	70.3%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	<u>30,000</u>	<u>17,500</u>	<u>135,701</u>	<u>-</u>	<u>135,701</u>	452.3%	<u>165,362</u>	812.3%
Total	<u>\$ 6,037,344</u>	<u>\$ 3,521,784</u>	<u>\$ 3,716,768</u>	<u>\$ -</u>	<u>\$ 3,716,768</u>	61.6%	<u>\$ 3,667,963</u>	73.3%
Expenditures:								
Wastewater Plant	\$ 2,965,385	\$ 1,729,808	\$ 1,736,885	\$ 1,194,517	\$ 2,931,402	98.9%	\$ 2,672,896	100.2%
Wastewater Maint	861,009	502,255	474,938	(1,248)	473,690	55.0%	394,951	60.4%
BMA Expenses	27,735	16,179	13,883	-	13,883	50.1%	13,954	N.A.
Transfers Out	1,646,975	960,735	960,740	-	960,740	58.3%	958,174	66.5%
Reserves	<u>88,790</u>	<u>51,794</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 5,589,894</u>	<u>\$ 3,260,771</u>	<u>\$ 3,186,446</u>	<u>\$ 1,193,269</u>	<u>\$ 4,379,715</u>	78.4%	<u>\$ 4,039,975</u>	84.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,904,457					
Net Revenue (Expense)			<u>530,322</u>					
Ending Fund Balance			<u>\$ 3,434,779</u>					

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

58% of Year Lapsed

	<u>2022-23 Fiscal Year</u>					% of Budget	<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,091,140	\$ 6,469,832	\$ 6,346,030	\$ -	\$ 6,346,030	57.2%	\$ 7,421,945	70.6%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	-	-	2,293	-	2,293	N.A.	2,683	265.6%
Total	<u>\$ 11,091,140</u>	<u>\$ 6,469,832</u>	<u>\$ 6,348,323</u>	<u>\$ -</u>	<u>\$ 6,348,323</u>	57.2%	<u>\$ 7,424,628</u>	70.6%
Expenditures:								
Water Plant	\$ 3,930,908	\$ 2,293,030	\$ 1,961,592	\$ 159,157	\$ 2,120,749	54.0%	\$ 2,339,252	84.1%
Water Administration	403,611	235,440	221,662	31,472	253,133	62.7%	219,280	64.9%
Water Distribution	2,251,525	1,313,390	994,316	(18,300)	976,016	43.3%	1,040,197	77.1%
BMA Expenses	3,826,024	2,231,847	1,744,093	(14,530)	1,729,563	45.2%	215,721	7.2%
Transfers Out	2,585,280	1,508,080	1,508,085	-	1,508,085	58.3%	1,498,812	66.9%
Reserves	294,520	171,803	-	-	-	0.0%	-	N.A.
Total	<u>\$ 13,291,868</u>	<u>\$ 7,753,590</u>	<u>\$ 6,429,748</u>	<u>\$ 157,799</u>	<u>\$ 6,587,547</u>	49.6%	<u>\$ 5,313,262</u>	54.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,243,671					
Net Revenue (Expense)			<u>(81,425)</u>					
Ending Fund Balance			<u>\$ 7,162,246</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

58% of Year Lapsed

	2023-24 Fiscal Year					% of Budget	2022-23 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 6,055,185	\$ 3,532,191	\$ 3,605,463	\$ -	\$ 3,605,463	59.5%	\$ 3,350,619	58.0%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	173,239	45,669	79,944	-	79,944	46.1%	91,359	54.9%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	\$ 6,228,424	\$ 3,577,860	\$ 3,685,407	\$ -	\$ 3,685,407	59.2%	\$ 3,441,978	57.9%
Expenditures:								
Sanitation	\$ 3,564,131	\$ 2,079,076	\$ 1,772,536	\$ 304,153	\$ 2,076,689	58.3%	\$ 2,178,740	66.7%
Transfers Out	2,649,730	1,545,676	1,545,680	-	1,545,680	58.3%	1,544,346	58.3%
Reserves	134,997	78,748	-	-	-	0.0%	-	N.A.
Total	\$ 6,348,858	\$ 3,703,500	\$ 3,318,216	\$ 304,153	\$ 3,622,369	57.1%	\$ 3,723,086	63.0%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 322,482					
Net Revenue (Expense)			367,191					
Ending Fund Balance			\$ 689,673					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

58% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,902,083	1,133,446	60%
E-911 Fund	1,095,403	656,085	60%
Special Library Fund	123,970	171,931	139%
Special Museum Fund	-	39,401	N/A
Municipal Airport Fund	-	75,583	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	50,000	73,599	147%
Golf Course Memorial Fund	-	25,100	N/A
CDBG-COVID	-	-	N/A
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	7,185	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	2,600	1,450	56%
Debt Service Fund	4,818,069	3,687,256	77%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,580,030	2,438,557	68%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	17,200	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	3,406	N/A
Community Development Block Grant Fund	-	219,087	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
2023 G.O. Bond Fund	6,900,000	138,000	2%
Proprietary Funds:			
Adams Golf Course Operating Fund	663,654	414,094	62%
Sooner Pool Operating Fund	72,245	42,145	58%
Frontier Pool Operating Fund	94,205	54,955	58%
Municipal Airport Operating	585,975	429,810	73%
Internal Service Funds:			
Worker's Compensation Fund	93,460	62,185	67%
Health Insurance Fund	3,757,814	3,100,183	82%
Auto Collision Insurance Fund	75,000	47,008	63%
Stabilization Reserve Fund	1,291,774	753,544	58%
Capital Improvement Reserve Fund	6,998,023	4,697,168	67%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

58% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	5,416,131	1,526,294	28%
E-911 Fund	1,226,020	687,781	56%
Special Library Fund	220,970	104,336	47%
Special Museum Fund	51,500	19,063	37%
Municipal Airport Fund	28,508	-	0%
Harshfield Library Donation Fund	382,568	7,521	2%
Restricted Revenue Fund	295,441	103,931	35%
Golf Course Memorial Fund	65,940	47,614	72%
CDBG-COVID	-	-	N/A
ARPA	1,000,000	583,335	58%
Justice Assistance Grant Fund	7,619	-	0%
Neighborhood Park Fund	29,599	-	0%
Cemetery Care Fund	12,303	200	2%
Debt Service Fund	4,820,069	1,709,124	35%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	5,891,206	1,092,677	19%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	27,542	(2,160)	-8%
Wastewater Regulatory Capital Fund	554,842	23,508	4%
City Hall Capital Improvement Fund	170,362	-	0%
Storm Drainage Capital Improvement Fund	55,577	7,447	13%
Community Development Block Grant Fund	-	(520)	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	28,659	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	326,564	-	0%
2019B G.O. Bond Fund	341,460	-	0%
2021A G.O. Bond Fund	521,244	-	0%
2022 G.O. Bond Fund	4,880,960	1,779,113	36%
2023 G.O. Bond Fund	6,900,000	-	0%
Proprietary Funds:			
Adams Golf Course Operating Fund	665,922	453,755	68%
Sooner Pool Operating Fund	79,562	16,729	21%
Frontier Pool Operating Fund	94,230	28,383	30%
Municipal Airport Operating	670,036	379,940	57%
Internal Service Funds:			
Worker's Compensation Fund	430,000	86,713	20%
Health Insurance Fund	4,079,068	3,033,185	74%
Auto Collision Insurance Fund	443,559	48,531	11%
Stabilization Reserve Fund	11,933,651	-	0%
Capital Improvement Reserve Fund	12,390,050	2,289,336	18%
Mausoleum Trust Fund	7,791	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

58% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	3,705,288	9,069	3,714,357
E-911 Fund	214,997	(30,987)	184,010
Special Library Fund	290,970	91,151	382,121
Special Museum Fund	139,059	20,338	159,397
Municipal Airport Fund	80,702	48,346	129,048
Harshfield Library Donation Fund	463,144	(3,201)	459,943
Restricted Revenue Fund	409,319	(15,360)	393,959
Golf Course Memorial Fund	45,891	(22,514)	23,377
CDBG-COVID	-	-	-
ARPA	1,762,952	(583,335)	1,179,617
Justice Assistance Grant Fund	7,619	7,185	14,804
Neighborhood Park Fund	60,222	-	60,222
Cemetery Care Fund	10,055	1,250	11,305
Debt Service Fund	3,726,110	1,978,132	5,704,242
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,737,112	1,215,405	4,952,517
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	162,540	(57,799)	104,741
Wastewater Regulatory Capital Fund	840,690	(24,431)	816,259
City Hall Capital Improvement Fund	125,618	47,880	173,498
Storm Drainage Capital Improvement Fund	57,026	(4,041)	52,985
Community Development Block Grant Fund	-	211,387	211,387
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	7,686	-	7,686
2014B G.O. Bond Fund	3,886	-	3,886
2015 G.O. Bond Fund	12,444	-	12,444
2017 G.O. Bond Fund	56,485	-	56,485
2018A G.O. Bond Fund	52,547	-	52,547
2018B G.O. Bond Fund	46,204	-	46,204
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	-	327,431
2019B G.O. Bond Fund	397,717	(35,219)	362,498
2021A G.O. Bond Fund	526,494	-	526,494
2022A G.O. Bond Fund	6,765,084	(2,409,164)	4,355,920
2023 G.O. Bond Fund	-	138,000	138,000
Proprietary Funds:			
Adams Golf Course Operating Fund	19,376	12,992	32,368
Sooner Pool Operating Fund	21,830	25,590	47,420
Frontier Pool Operating Fund	23,562	26,189	49,751
Municipal Airport Operating	309,066	60,041	369,107
Internal Service Funds:			
Worker's Compensation Fund	196,884	(15,258)	181,626
Health Insurance Fund	45,564	77,098	122,662
Auto Collision Insurance Fund	509,867	(39,647)	470,220
Stabilization Reserve Fund	11,933,651	753,544	12,687,195
Capital Improvement Reserve Fund	17,068,585	3,619,607	20,688,192
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.

BARTLESVILLE NEXT PROGRESS REPORT - MARCH 2024

FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE						
Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.						
1		Investigate programs to recruit non-traditional employees and within schools.	HR	10/23	100%	
2		Within six months of adoption of Strategic plan, investigate potential vacation buyback program.	HR	10/23	100%	
3		Implement a job swap program for employees.	HR	10/23	100%	
4		Hold employee appreciation luncheons twice yearly.	HR	07/24	75%	
5		Investigate ways to implement a flex-hours or work from home program for applicable employees.	HR	04/24	95%	
Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process,						
1		Develop a committee to research best practices and accreditation programs.	Admin	10/23	100%	Committee has met and is gathering data.
2		Develop and implement a performance and reward-based evaluation process for general employees by July 1, 2023 with intent to negotiate this process for uniformed groups in the future.	HR	07/23	100%	
3		Re-evaluate 311 and Enterprise Asset Management (E.A.M.) to determine how we can integrate these systems into our operating departments.	IT	04/24	50%	Reevaluating options for software.
4		Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.	CCO	10/24	50%	
Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.						
1		Create and publish annual digital report on overall City and departmental achievements, progress, and goals. Summary of report to be circulated in utility bill.	Admin	09/24	15%	Changed the date to match up with our fiscal year. Original completion date was 4/24.
2		Create and distribute an annual survey to obtain citizen feedback and requests for all City departments. Individual departments may also be surveyed individually as part of a larger survey plan.	Admin	04/24	5%	
3		Create and distribute survey for employees to rate their department and the City as an overall employer by July 1, 2023.	HR	07/23	100%	
4		Develop feedback cards for golf course, library and other City services as appropriate.	Admin	10/23	85%	All ideas for feedback cards have been submitted and are being reviewed.
5		Continue to enhance, improve, and promote City Beat and grow subscription base by 10%.	CCO	04/24	100%	
Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.						
1		Develop and adopt formal policies pertaining to:				
	a	Formal debt policy based on GFOA authoritative guidance.	A&F	10/23	100%	

BARTLESVILLE NEXT PROGRESS REPORT - MARCH 2024

b	Formal policy requiring that utility rate studies be conducted at least every 5 years and requiring Council to utilize periodic rate studies to adopt multiyear rate plans.	A&F	10/23	100%	
c	Formal capital planning policy requiring that a 5-year Capital Improvement Plan (CIP) be prepared by Staff and adopted by the City Council concurrently with the budget every year.	A&F	10/23	100%	
2	Future budgets should include 5-year projections of revenue and expenditures for major operating funds to assist the Council and Staff in better planning for the future.	A&F	07/24	35%	Will contact Crawford & Assoc. If they are unable to provide service, then implementation may be delayed.
3	City Council will adopt a City Council Handbook that will help to guide current and future City Councils. City Manager will work with Mayor to schedule a Council workshop to discuss this item within one year of adoption of Strategic Plan.	Admin	04/24	100%	
EFFECTIVE INFRASTRUCTURE NETWORK					
Develop Asset Management Program for infrastructure.					
1	The intent of the asset management program is to compile age, material, condition, and service life of the City's infrastructure (facilities, airport, streets, storm drain, wastewater, water, signals, signs, etc.) into ESRI's GIS software to aid in planning improvement priority and capital needs.	Eng			
a	Staff will determine what items need to be tracked, what data exists, and what data needs to be collected	Eng	10/23	95%	Waiting on asset management software
b	Select consultant to collect and populate data into ESRI.	Eng			
i	Facilities, streets, storm drains, wastewater and water	Eng	10/24	25%	
ii	Signs and signals	Eng	10/25	50%	
Improve road conditions as captured by Pavement Condition Index (PCI).					
1	Improve road conditions as captured by Pavement Condition Index (PCI).	Eng			
a	Complete PCI update currently under contract.	Eng	04/23	100%	
b	Once complete, develop several PCI score scenarios (maintain existing, desired PCI in 5 years and desired PCI in 10 years) with capital investment requirements – 6 months.	Eng	06/23	100%	
ECONOMIC VITALITY					
Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.					
1	Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.).	Comm Dev			
a	Staff will develop an RFP to select a consultant.	Comm Dev	06/23	100%	
b	Present recommendations to the Council	Comm Dev	08/24	5%	Start date of project was delayed, so end date has been adjusted accordingly.

BARTLESVILLE NEXT PROGRESS REPORT - MARCH 2024

2		Update zoning, subdivision, and other ordinances and codes which regulate private development and land use following the updated comprehensive land use plan.	Comm Dev	06/25	0%	
Collaborate with economic development partners and experts to optimize development.						
1		Identify economic development partners and assign City employee to act as economic development liaison. Liaison shall act as conduit between economic development partners, developer, and City departments.	Admin	06/23	100%	
2		Convene a meeting with all economic development partners to determine how best to support their efforts and to define the expectations for all parties.	Admin	12/23	100%	
3		Ongoing coordination between liaison and economic development partners.	Admin		100%	
Develop and implement strategies to retain and attract young professionals and families to Bartlesville.						
1		Identify community partners who employ and recruit young professionals.	Admin	09/23	100%	
2		Engage with community partners to learn how the City can attract young professionals and families	Admin	01/24	10%	Scheduling meeting with COP/P66 leadership
3		Examine ways to make the community more enticing for businesses and restaurants that attract young professionals and families	Admin	01/24	0%	
4		Work closely with BDA and Visit Bartlesville to promote their efforts and accomplishments	Admin	01/24	0%	
COMMUNITY CHARACTER						
Explore opportunities to embrace the unique cultures of our community.						
1		Coordinate a multi-cultural group to highlight the diverse cultures in our community.	Library	01/24	100%	
	a	Use this group to support/identify cultural needs that are unmet.				
	b	Partner/support this group for an annual event.				
2		Allocate city resources for support group (such as facilities, properties, venues, etc.)	Library	01/25	0%	
Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.						
1		As part of the update to the City's comprehensive and other plans identified in Economic Vitality, update the Parks Masterplan to ensure that lifestyle options and parks and recreation systems are meeting the needs of the public.	Comm Dev	08/24	20%	Tied to the comprehensive plan.
2		Create a Trails/Multi-model plan that incorporates existing assets and plans such as bicycle plan.	CD/S&T		0%	Tied to the comprehensive plan.
	a	Review, evaluate, and update the Bicycle Plan	CD/S&T	08/24	0%	Tied to the comprehensive plan.
Ensure and maintain clean, bright, vibrant community spaces.						

BARTLESVILLE NEXT PROGRESS REPORT - MARCH 2024

1		Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc.	PW/PD			
	a	Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors	Pub Works	04/24	95%	9 of 10 bathrooms installed
	b	Police to respond to all calls at public restrooms generated by new systems	PD	04/24	100%	
	i	Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.	PD	04/24	100%	
2		Coordinate citizen volunteer efforts to supplement our maintenance efforts and to improve the appearance of our City. These could include periodic clean up days, adopt a mile programs, adopt a path programs, etc.	CD/PW	07/23	100%	KBB established.
	a	Staff to list and prioritize possible programs.	CD/PW	01/24	0%	
	b	Adopt formal policy for selected program(s).	CD/PW	04/24	0%	
	c	Advertise, promote, operate, and publicly report on the success of this program.	CD/PW	10/24	0%	
3		Establish Neighborhood Watch and Sentinel Program	PD	10/23	100%	
4		Finalize implementation of and launch Software 311 and City App	Comm Dev	04/24	75%	Reevaluating options for software.
5		Create a list of minimum maintenance intervals for our parks and rights-of-way.	Pub Works	07/23	100%	
EMERGING ISSUES						
Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others						
1		Child Care:	Admin			
	a	Collaborate with local groups to help find solutions to the local child care shortage.	Admin	04/24	70%	
	b	Help advocate for reform of child care regulations that act as barriers to new facilities.	Admin		70%	
2		Housing:	Comm Dev			
	a	Evaluate local housing supply and demand to determine gaps in local housing stock by price level.	Comm Dev	04/24	100%	
3		Homelessness:	PD			
	a	Collaborate with local groups seeking to reduce homelessness including “United Way” and “B the Light”.	Admin/CD	04/24	90%	
	b	Review existing laws and enforcement policies and retrain police officers to better handle crimes committed by the homeless.	Admin/PD	04/24	100%	
	c	Utilize the mental health team data from PD to better understand our homeless population, how many homeless are in Bartlesville, and why they are here.	Admin/PD	04/24	100%	

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2023-2024-013 for the Bartlesville Library Skylight Replacement Project. The total amount budgeted for this project is \$125,000.00 (see Section II, Item C. BUDGET AMOUNT, for additional budget information).

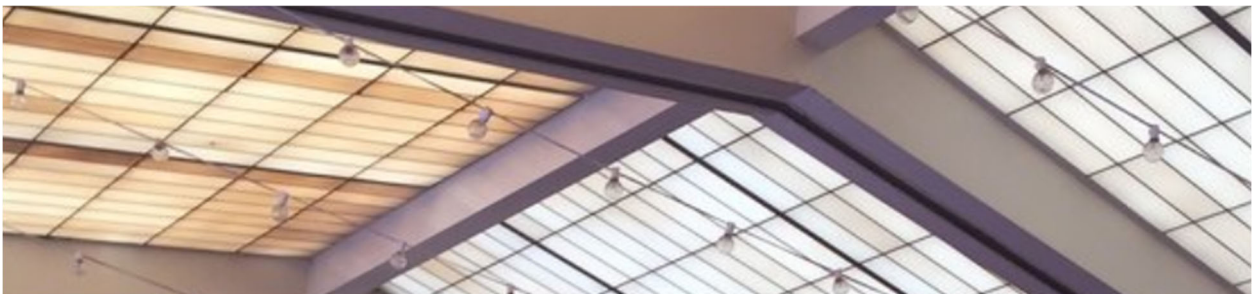
B. ATTACHMENTS:

Site Plan, Skylight Layout Sketch, 1993 Roof Plan, Existing Skylight Photo

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

A. PROJECT DESCRIPTION:

This project consists of furnishing all the materials, labor, & other expenses necessary to replace the existing skylight at the Bartlesville Public Library. The original skylight system was installed back in 1993 when the library was first built, and is now on its 31st year of service. 25 years is the average life expectancy for this type of system, with proper maintenance, so replacement is now past due. The new skylight panels will be the same type and color as originally installed, but will appear much brighter because the existing panels are discolored from aging. Here's an example of the visual difference you can expect to see between the old and new panels.



Parking spaces will be made available to the contractor for staging of materials during the brief, approximate, one to two week period of on-site construction work. Construction is estimated to begin around the end of July, after the shop drawings have been prepared and fabrication has been completed.

B. COMMENTS:

In addition to advertising for bids in the local newspaper, Dodge Reports, E-Plan Bidding, Southwest Construction News, and Construct Connect, two bid invitations were sent to regional contractors. A total of three (3) contractors requested copies of the bid documents. All three attended the mandatory pre-bid meeting and all three submitted bids as follows:

Company Name	City, State	Base Bid	Bid Alt 1	Bid Alt 2	Total Bid w/ Bid Alt 1 & 2
Burgess Company	Oklahoma City, OK	\$108,530.00	\$3,030.00	\$500.00	\$112,060.00
SpecPro Inc.	Omaha, NE	\$103,482.00	\$6,818.00	\$5,517.00	\$115,817.00
Natural Light Source LLC	Newcastle, OK	\$149,300.00	\$5,000.00	\$0.00	\$154,300.00

The bids have been evaluated for addendums, bid bonds, line item prices, and arithmetic. All bids include the necessary components and no addition errors were found. Burgess Company is the lowest bidder with both bid alternates included. The first alternate is for “thermally-broken” panels which increases their energy efficiency. The second alternate is for working through one weekend. This will allow time for the contractor to replace panels located over the circulation desk. The contractor will rope off the area under the skylight for safety during the replacement process however the circulation desk area cannot be roped off during library hours as it is required for public access.

Burgess Company is a specialty subcontractor with offices in Oklahoma City and Tulsa. The company has been in business since 1995. They recently completed a skylight on the Cheyenne Megaspaces Warehouse Building in Downtown Tulsa’s Arts District and in the past year they have completed similar projects for the Tulsa Zoo, Moore Public Schools, and City of Edmond. Burgess Company has the experience, qualifications, and bonding capacity needed to complete this project and has demonstrated the necessary technical and project-related expertise to be approved as contractor for this project.

C. BUDGET AMOUNT:

Project	Project #	Source of Funding / Fund-Dept-Object	Amount of Funding
Library Skylight Replacement	-	2023 GO Bond / 489-421-55930	\$125,000.00
TOTAL			\$125,000.00

\$125,000.00 is the total budgeted amount for this project. The low bid of \$112,060.00 from Burgess Company is \$12,940.00 under the available budget. Any remaining available funds will remain in the 2023 G.O. Bond fund for future use on other facilities projects.

III. RECOMMENDED ACTION

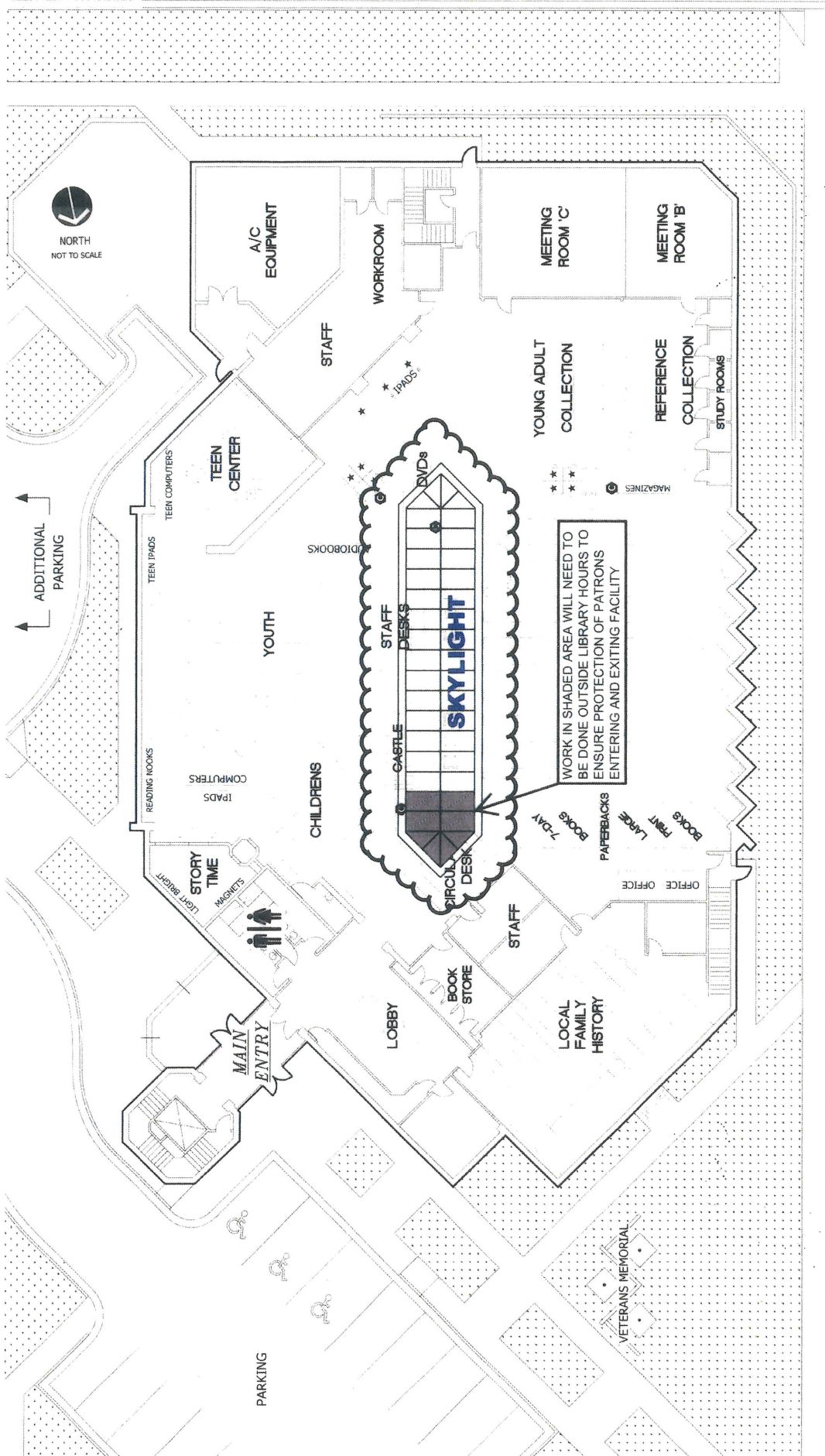
I, Council Member Loren Roszel, have reviewed this bid with staff and recommend that the City Council award Bid No. 2023-2024-013 to Burgess Company, in the amount of \$112,060.00.

/s/ Loren Roszel

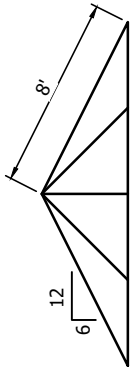
Council Member’s Signature

February 29, 2024

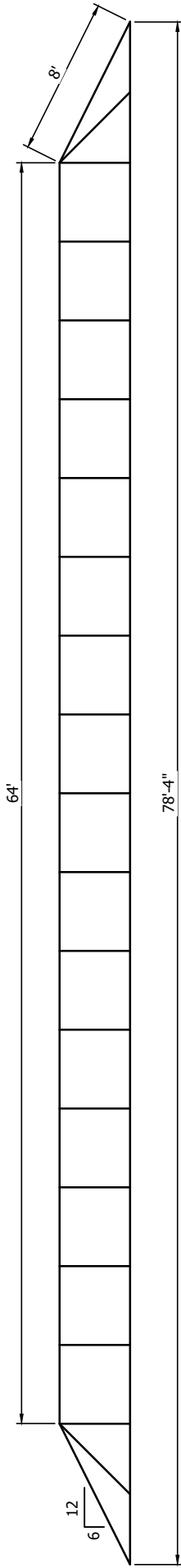
Date



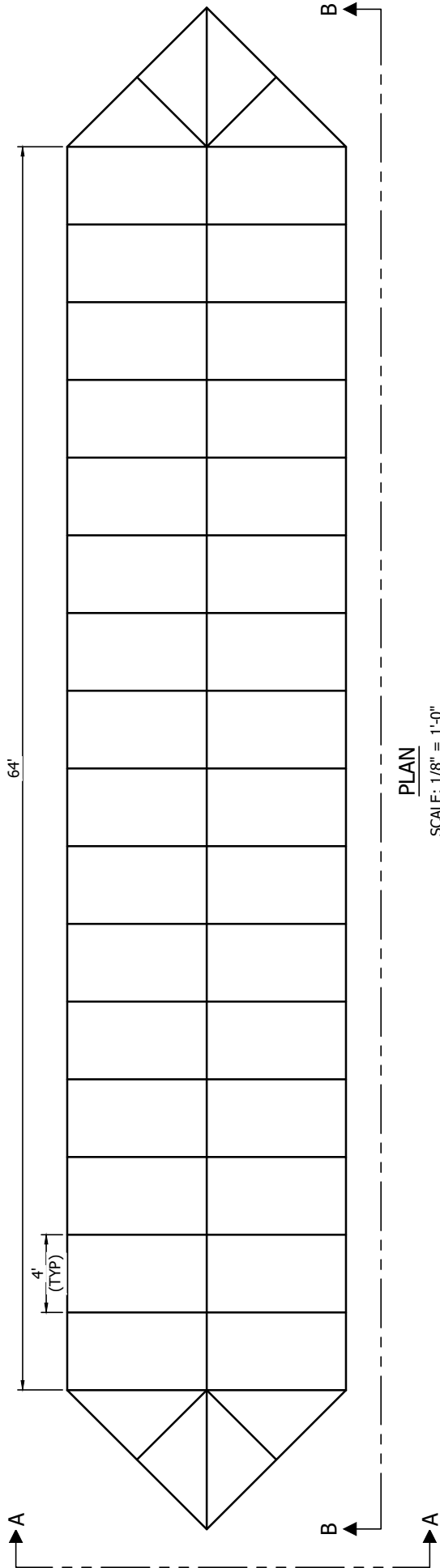
SITE PLAN



ELEVATION A-A



ELEVATION B-B



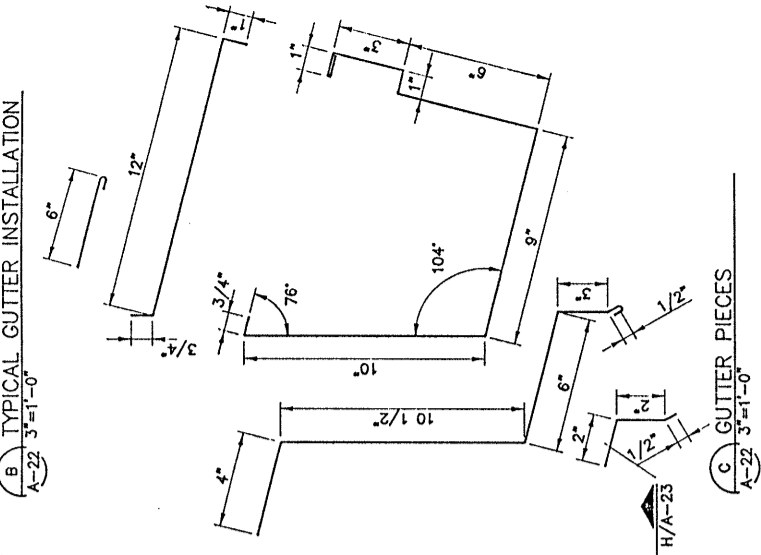
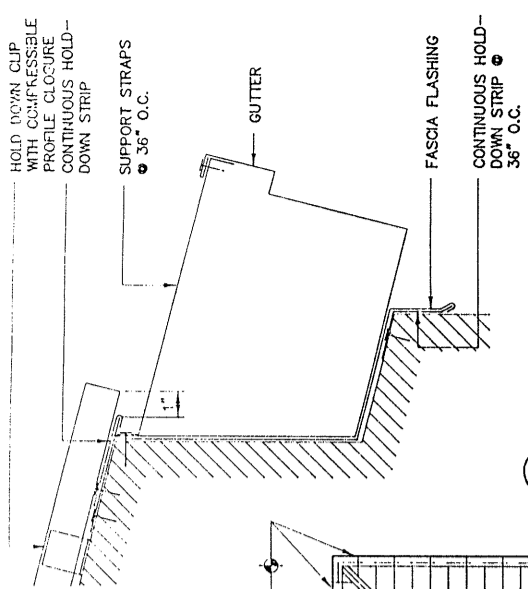
PLAN

SCALE: 1/8" = 1'-0"

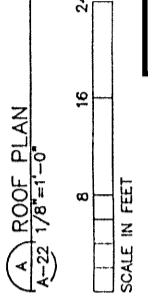
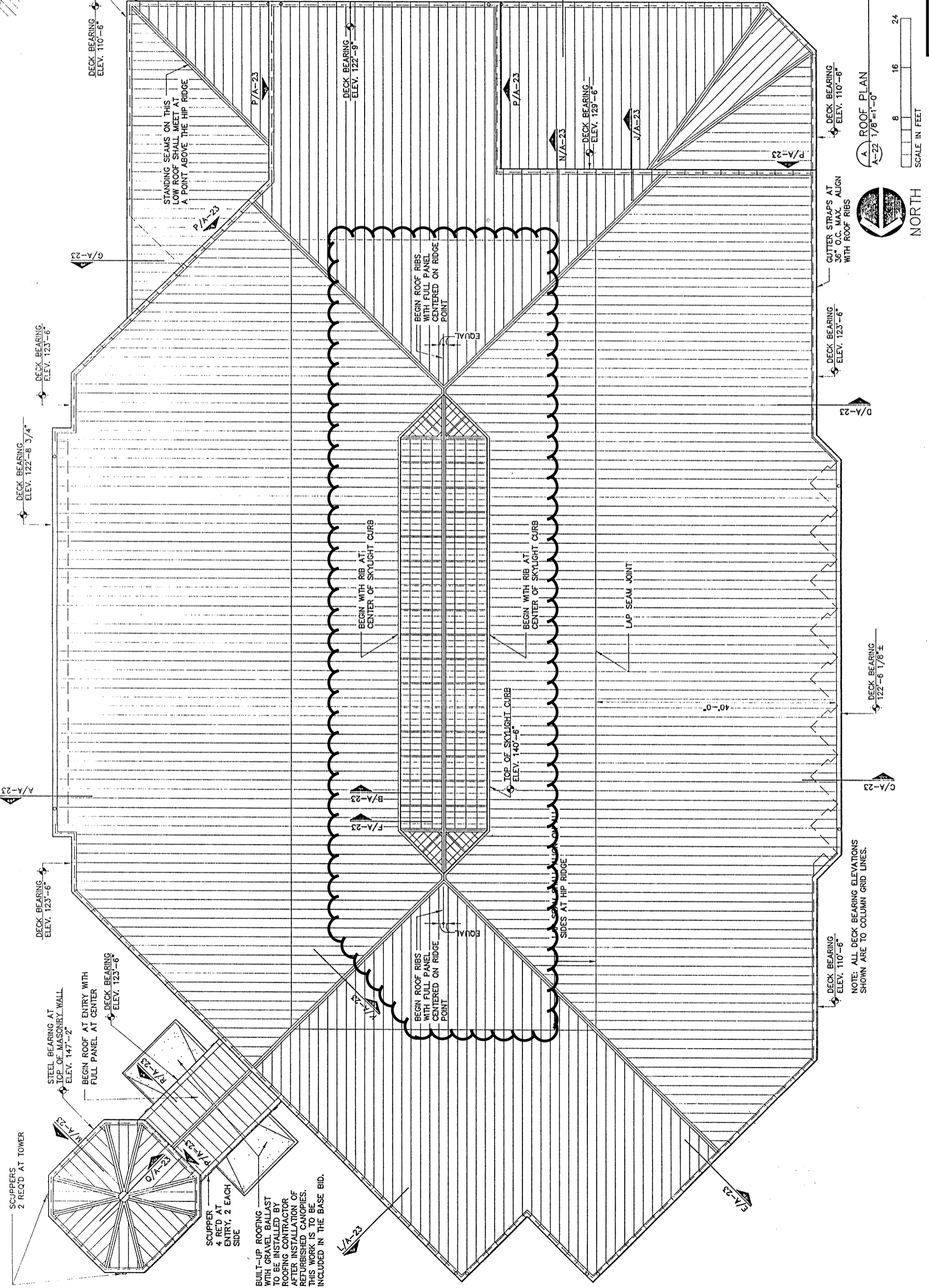
APPROXIMATE SKYLIGHT LAYOUT AND DIMENSIONS

CONTRACTOR RESPONSIBLE FOR VERIFYING DIMENSIONS

BAR IS HALF INCH ON OFFICIAL DRAWINGS. 0  1/2" IF NOT HALF INCH, ADJUST SCALE ACCORDINGLY.



- NOTES:
1. ALL GUTTER AND COLLECTION BOX MATERIAL TO BE 24 GAUGE STEEL FROM THE SAME MANUFACTURER OF ROOFING MATERIAL.
 2. COLLECTION BOXES TO BE 12" X 12" FACE DIMENSION. TRANSITION AND CONNECTION FROM GUTTER TO CAST IRON NO-HUB TO BE BY GUTTER INSTALLER. PROVIDE 6" MIN. AT ALL DOWNSPOUT LOCATIONS.
 3. GUTTER TO BE INSTALLED IN LONGEST LENGTHS PRACTICAL WITH EXPANSION JOINTS AS REQUIRED. ALL SPLICES TO BE BACK-BATTENED AND SEALED. REVIEW DESIGN WITH ARCHITECT PRIOR TO FABRICATION OF GUTTERING AND DOWNSPOUTS.
 4. FASCIA FLASHING TO BE INSTALLED IN LONGEST LENGTHS PRACTICAL. ALL JOINTS TO BE BACK-BATTENED AND SEALED AIR TIGHT. PROVIDE EXPANSION JOINTS AS REQUIRED.
 5. ROOFING CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL ROOF PENETRATION FLASHINGS. PROVIDE CURBS, ETC. AS REQUIRED. NO NEOPRENE "BOOT" TYPE FLASHINGS WILL BE ACCEPTED. PAINT ALL VENTS, FLUES, ETC. TO MATCH ROOF COLOR.
 6. ROOFING CONTRACTOR SHALL COORDINATE LOCATIONS OF ALL ROOF PENETRATIONS BY VARIOUS TRADES. ALL PENETRATIONS SHALL BE MADE IN THE CENTER OF ROOF PANELS. IN LOCATIONS WHICH REQUIRE A STANDING SEAM TO BE CROSSED (SUCH AS AT BOILER FLUES) PROVIDE CRICKETS.
 7. SCHEDULE A MEETING WITH THE ARCHITECT PRIOR TO BEGINNING WORK. TO GO OVER ROOF LAYOUT, PENETRATION LOCATIONS, SEAM TYPES, ETC.



BUILT-UP ROOFING WITH GRAVEL BALLAST TO BE INSTALLED BY ROOFING CONTRACTOR AFTER INSTALLATION OF REFURBISHED CANOPIES. THIS WORK IS TO BE INCLUDED IN THE BASE BID.

SCUPPERS 2 REQ'D AT TOWER

SCUPPER 4 REQ'D AT ENTRY, 2 EACH SIDE

STEEL BEARING AT TOP OF MASONRY WALL ELEV. 147'-2"

BEGIN ROOF AT ENTRY WITH FULL PANEL AT CENTER

BEGIN ROOF RIBS WITH FULL PANEL CENTERED ON RIDGE POINT

BEGIN ROOF RIBS WITH FULL PANEL CENTERED ON RIDGE POINT

BEGIN ROOF RIBS WITH FULL PANEL CENTERED ON RIDGE POINT

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BEGIN ROOF RIBS WITH FULL PANEL CENTERED ON RIDGE POINT

BEGIN ROOF RIBS WITH FULL PANEL CENTERED ON RIDGE POINT



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A public hearing to consider a request by Edward Johnson to close a portion of a 10 foot wide utility easement located on the south side of Lot 15, Block 9, Cambridge Park First Addition, Bartlesville, Washington County, Oklahoma.

Attachments:

Ordinance
Exhibit A

II. STAFF COMMENTS AND ANALYSIS

Applicant: Edward Johnson

Requested Action: A public hearing to consider a request to close a portion of a 10 foot wide utility easement on the south side of Lot 15, Block 9, Cambridge Park, First Addition, Bartlesville, Washington County, Oklahoma said portion of right-of-way being more particularly described as follows:

THE SOUTH 10 FEET OF LOT 15, BLOCK 9, CAMBRIDGE
PARK FIRST ADDITION, LESS THE WEST 10 FEET OF SAID
SOUTH 10 FEET OF SAID LOT 15

SPECIAL INFORMATION:

The applicant is requesting the closure so that they can construct a storage building in the back and side yards of their property. They requested a utility locate and no utilities were marked in this portion of the yard and they would like to be able to use that part of the property more effectively.

1. City Staff: Staff has received no objections from Police, Fire, Planning, Public Works, Water Utilities or Engineering departments. There are no city-owned facilities located within the easement and no future plans for public utility extensions in this easement.
2. Utility Companies: Staff has received no objections from ONG, PSO, AT&T or Sparklight as they do not have facilities located within this easement and do not need access through this portion of the easement, therefore they have no objections to the modified request. Utilities are present in the 10' easement on

the east side of the property, thus the note in the legal description maintaining easement where the two easements converge.

III. RECOMMENDED ACTION

Staff recommends holding the public hearing and authorizing the mayor to execute the attached ordinance vacating the utility easement on the south side of the property, excluding the west 10 feet of that easement. A public hearing notice has been placed in the *Examiner Enterprise*.

ORDINANCE NO. _____

An Ordinance to close a portion of the utility easement, located on the south 10 feet of Lot 15, Block 9, Cambridge Park First Addition, Bartlesville, Washington County, Oklahoma.

WHEREAS, heretofore the City Council of the City of Bartlesville received a request for the closing of a portion of a utility easement hereinafter described; and

WHEREAS, the Council duly set said matter for public hearing and gave proper notice thereof and said matter was duly heard before the Council in an open meeting on March 4, 2024, where all viewpoints were considered; and

WHEREAS, the Council, after consideration, determined it necessary, expedient and desirable that the portion of the utility easement hereinafter to be closed.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA:

The following described utility easement, described to wit:

A UTILITY EASEMENT LOCATED IN LOT 15, BLOCK 9, CAMBRIDGE PARK, FIRST ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE SOUTH 10 FEET OF LOT 15, BLOCK 9, CAMBRIDGE PARK FIRST ADDITION, LESS THE WEST 10 FEET OF SAID SOUTH 10 FEET OF SAID LOT 15.

Also, as shown as Exhibit A attached hereto and made a part of this ordinance be and the same is hereby closed.

PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 4th day of March, 2024.

Dale Copeland, Mayor

ATTEST:

City Clerk
(SEAL)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

CASE NO. RZ-0124-0009; PUD-0124-0038/39 - Public hearing, consideration, and possible action on a request to rezone 4.27 acres from RS-12 (Single Family Residential) to RM-3 (Multifamily Residential)/PUD (Planned Unit Development), and for approval of a PUD Site Development Plan, on property located North of the Northeast corner of Silver Lake Rd and Price Rd, from Keleher Architects on behalf of Oklahoma Wesleyan University.

Attachments:

- (1) Ordinance
- (2) Architectural Rendering and Updated Site Development Plan
- (3) Planning Commission Staff Report and Attachments

RZ-0124-0009 & PUD-0124-0038/39 are applications from Keleher Architects on behalf of Oklahoma Wesleyan University and Wendell Thompson requesting approval to rezone 4.27 acres located north of the northeast corner of Silver Lake Rd and Price Rd, between Hill Dr and Parkway St, from RS-12 (Single Family Residential) to RM-3 (Multifamily Residential) with a PUD (Planned Unit Development), and requesting approval of the associated PUD Site Development Plan. The proposal is to construct 32 dwelling units in eight two-story quadplex structures as shown on the Site Development Plan.

The attached Architectural Rendering and updated Site Development Plan were received after the Planning Commission staff report was provided, but were made part of the presentation to the Planning Commission. The rendering was presented to give an idea of the direction the applicants are considering going with the design of the buildings.

II. STAFF COMMENTS AND ANALYSIS

There are presently eight single family residential structures on the subject property. The majority of the properties are currently used by the university for housing. The intention with these requests is to develop the property in a manner that would better serve the housing needs of the university. The subject property would ultimately be two north/south lots with four quadplexes each, referred to as the North Lot and the South Lot.

The Site Development Plan demonstrates that the development would meet the Bulk and Area Requirements of the RM-3 district with the exception of the minimum requirement for interior side yards. The RM-3 interior side yard requirement for this property would be 24 feet. The PUD proposes to modify that to 10 feet for the North Lot, and 20 feet for the South Lot. No other modifications to the RM-3 Bulk and Area Regulations are requested. However, the PUD requests to modify the following residential protection screening/landscaping requirements:

North Lot:

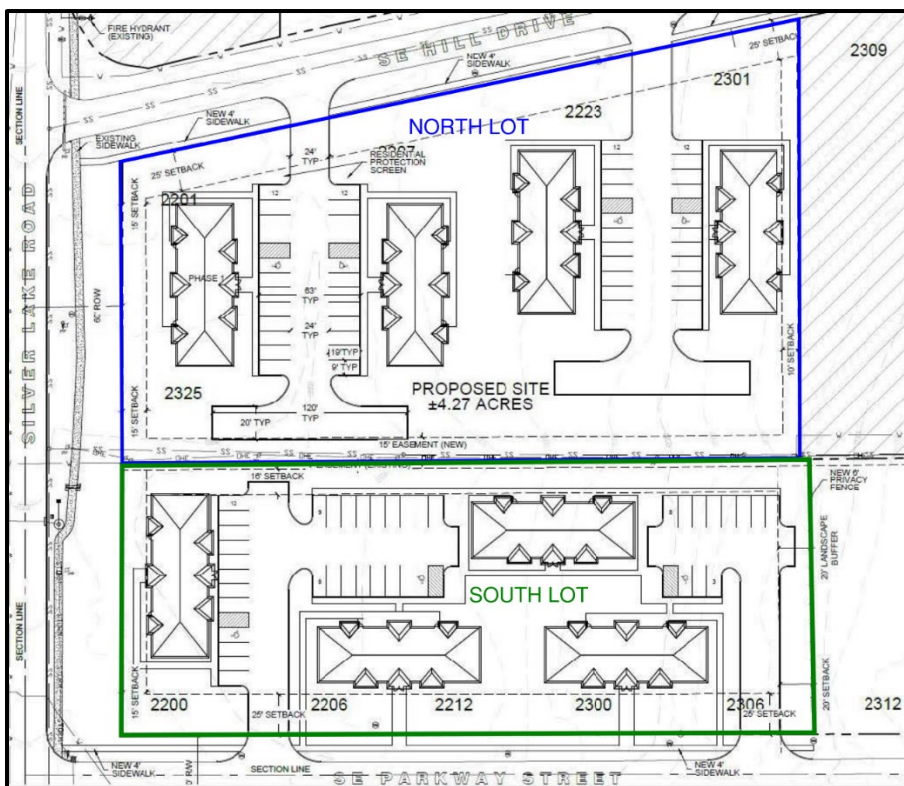
- North property boundary – Minimum 3-ft fence, wall, or hedge required. Shrubs/hedges on north end of westernmost parking lot proposed instead due to the university owning the

majority of the properties the development would face. Four street trees in excess of the minimum requirement are also proposed along Hill Dr.

- Eastern property boundary – Minimum 6-ft opaque fence and 12 trees required in a 20-foot landscape buffer abutting the RS-12 property to the east. The abutting eastern property is owned by the university and is not included in this project to allow the property to serve as a Single-Family Residential buffer in lieu of protection screening.

South Lot:

- Southern property boundary – Minimum 3-ft fence, wall, or hedge required. Due to university ownership of the property across Parkway St, proposal to allow five street trees in excess of the minimum requirement instead.



In their regular meeting held February 27, 2024, the Planning Commission recommended approval of RZ-0124-0009 & PUD-0124-0038/39 per the staff recommendations listed below. Six citizens spoke during the public hearing on this request.

- One resident of Glynnwood stated support for the proposal citing positive past experience with university-managed properties.
- One resident of Burlingame Hills stated support citing the same.
- One resident of Glynnwood stated opposition citing concerns that multifamily development here would negatively impact property values.
- One resident of Burlingame Hills suggested that the university rezone and construct this project only on the arterial streets where it currently owns property as a measured approach while the Comprehensive Plan update is in progress.
- A relative of the owners of property on Parkway St spoke on concerns that their property is being thought of as a buffer from the development proposal, and concerns that the privacy

fence/landscaping would encroach onto their property. It was clarified that no part of this development can encroach on their property and that the buffer property is the OKWU-owned property abutting the development on the North Lot, not their property abutting the South Lot.

- A Chamber of Commerce representative spoke in favor citing the possibility of providing needed rental housing that currently may be used by students which could be freed up for others if students are provided housing via this project and also citing the benefit of growing the enrollment for the university.
- The President of the university spoke and clarified that there are currently about 70 students housed in the area, and this project would allow for up to 128.
- A Planning Commissioner had a concern that removing the residential protection screening requirements for the eastern boundary of the North Lot and instead using a property owned by the university, but not part of the development proposal could be insufficient if the property were to be under other ownership in the future. Dan Keleher offered the possibility of combining that lot with the other lots in the North Lot, or possibly moving the structures farther west, though neither option was made a condition of the recommendation to approve the request.

III. RECOMMENDED ACTION

Planning Commission recommended approval of the requests by a vote of 6-0 subject to the following conditions:

- Prior to issuance of a building permit for the first quadplex:
 - The dedication of 60 feet of total Right of Way from the Section Line for Silver Lake Rd.
 - The dedication of Sidewalk Easements where Right of Way dedication does not or will not cover them.
 - The dedication of an 11-foot Utility Easement north of the existing 4-ft U/E over the sewer main line.
- The dedication of Right of Way for, and improvement of Parkway St prior to issuance of a building permit for the first quadplex on Parkway St as determined to be needed.
 - Improvement of Parkway St when and as determined to be needed by city staff.
- Lot Combination applications to combine the existing lots into the 2 shown on the Site Development Plan.
 - The North Lot to be created prior to issuance of a Certificate of Occupancy for the first quadplex on Hill Dr.
 - The South Lot to be created prior to issuance of a Certificate of Occupancy for the first quadplex on Parkway St.

A public hearing to consider this request for approval of a Rezoning, Planned Unit Development, and Site Development Plan has been scheduled for the Bartlesville City Council on Monday, March 4, 2024. The City Council is requested to hold this public hearing and make a final decision on this request.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE CITY OF BARTLESVILLE, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM RS-12 TO RM-3/PUD AND ACKNOWLEDGING THE APPROVAL OF A SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT (CASE NO. RZ-0124-0009; PUD-0124-0038/39).

WHEREAS, a petition was heretofore filed with the Planning Commission of the City of Bartlesville requesting that the real estate hereinafter described, located in the City of Bartlesville, be rezoned from RS-12 (Single-Family Residential) to RM-3/PUD (Multifamily Residential/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 February 27, 2024, and following public input and discussion, submitted its report to the City Council with a recommendation for approval of rezoning and supplemental designation Planned Unit Development and;

WHEREAS, after receipt of said report recommending approval of the request with conditions, the City Council thereafter gave due public notice of hearing to be held relative to said proposed changes, which notice stated the nature and purpose of said proposed changes, gave the time and place of said hearing and stated where copies of the proposed changes were available for inspection prior to the time of said hearing; and

WHEREAS, on March 4, 2024, said hearing was duly held by the City Council; and

WHEREAS, on March 4, 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 4.27 acres, more or less, be rezoned from RS-12 to RM-3/PUD:

Part of Tract 6 – Beg. SW cor go N'ly 254.6'; N 77°47'E 92.08'; S 273.5'; W 90' to Beg. (6-A)

All of Tract 9 – E 88' of Tract 9; W 140' of E 228' of Tract 9; S 85' of W 140' of Tract 9; W 140' of Tract 9 less S 85'

Part of Tract 10 – N 182' of W 90' of E 180' Tract 10 (10-B); N 182' of W 90' of E 270' Tract 10 (10-C); W 90' of the E 360' of Tract 10 less the S 30' (10-D); E 90' of W 193' Tract 10 less S 30' (10-E); W 103' Tract 10 less S 30' (10-F),

All in Burlingame Hills Subdivision, Bartlesville, Washington County.

Section 2. That the PUD pertaining to Case No. RZ-0124-0009; PUD-0124-0038/39 relative to all of the real property heretofore described is hereby approved subject to the following:

- Prior to issuance of a building permit for the first quadplex:
 - The dedication of 60 feet of total Right of Way from the Section Line for Silver Lake Rd.
 - The dedication of Sidewalk Easements where Right of Way dedication does not or will not cover them.
 - The dedication of an 11-foot Utility Easement north of the existing 4-ft U/E over the sewer main line.
- The dedication of Right of Way for, and improvement of Parkway St prior to issuance of a building permit for the first quadplex on Parkway St as determined to be needed.
 - Improvement of Parkway St when and as determined to be needed by city staff.
- Lot Combination applications to combine the existing lots into the 2 shown on the Site Development Plan.
 - The North Lot to be created prior to issuance of a Certificate of Occupancy for the first quadplex on Hill Dr.
 - The South Lot to be created prior to issuance of a Certificate of Occupancy for the first quadplex on Parkway St.

Section 3. That the materials submitted in connection with the case are hereby approved and adopted and are incorporated herein by reference.

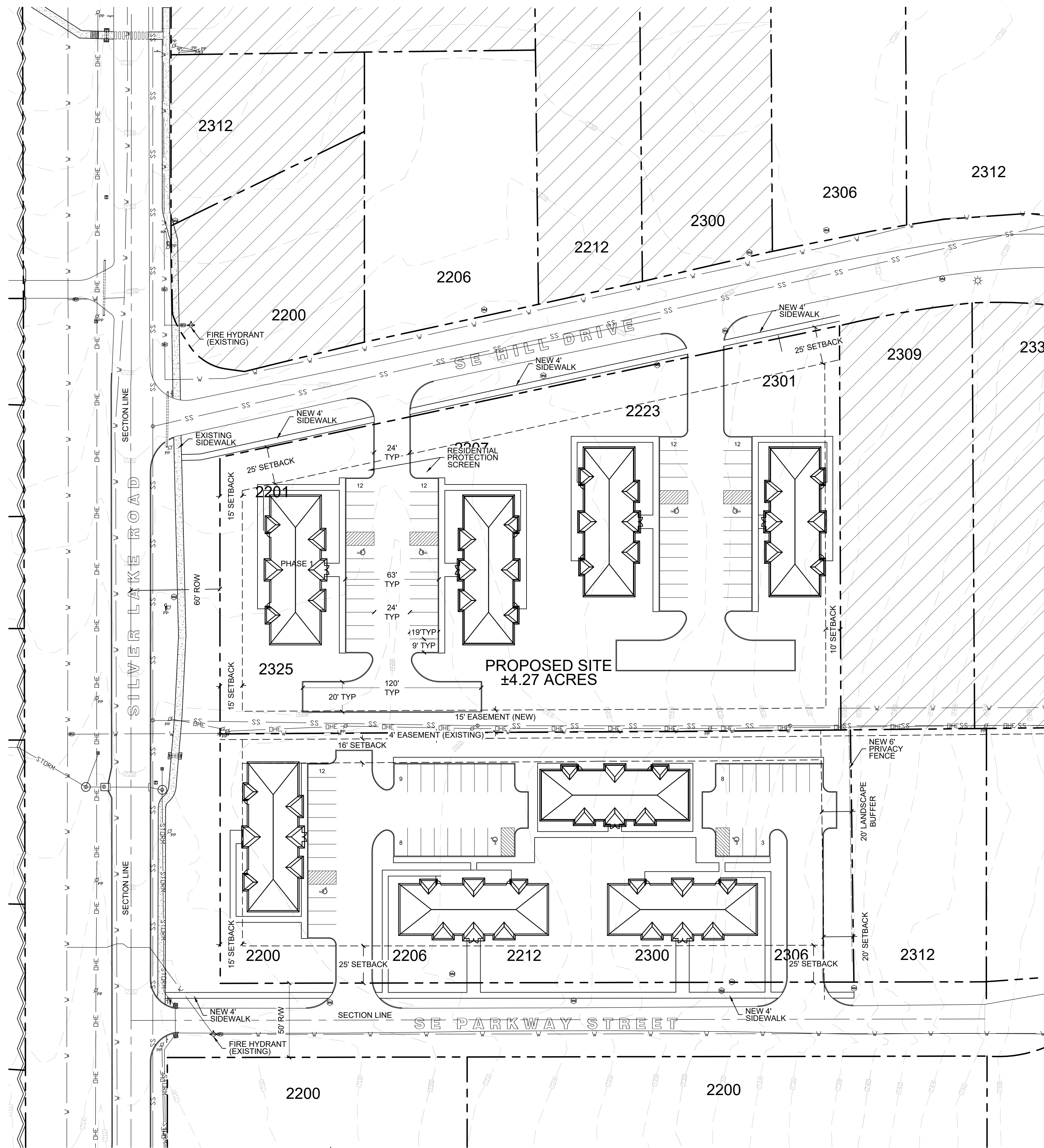
PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 4th day of March, 2024.

Dale Copeland, Mayor

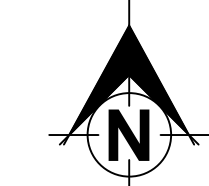
ATTEST:

Jason Muninger, CFO/City Clerk

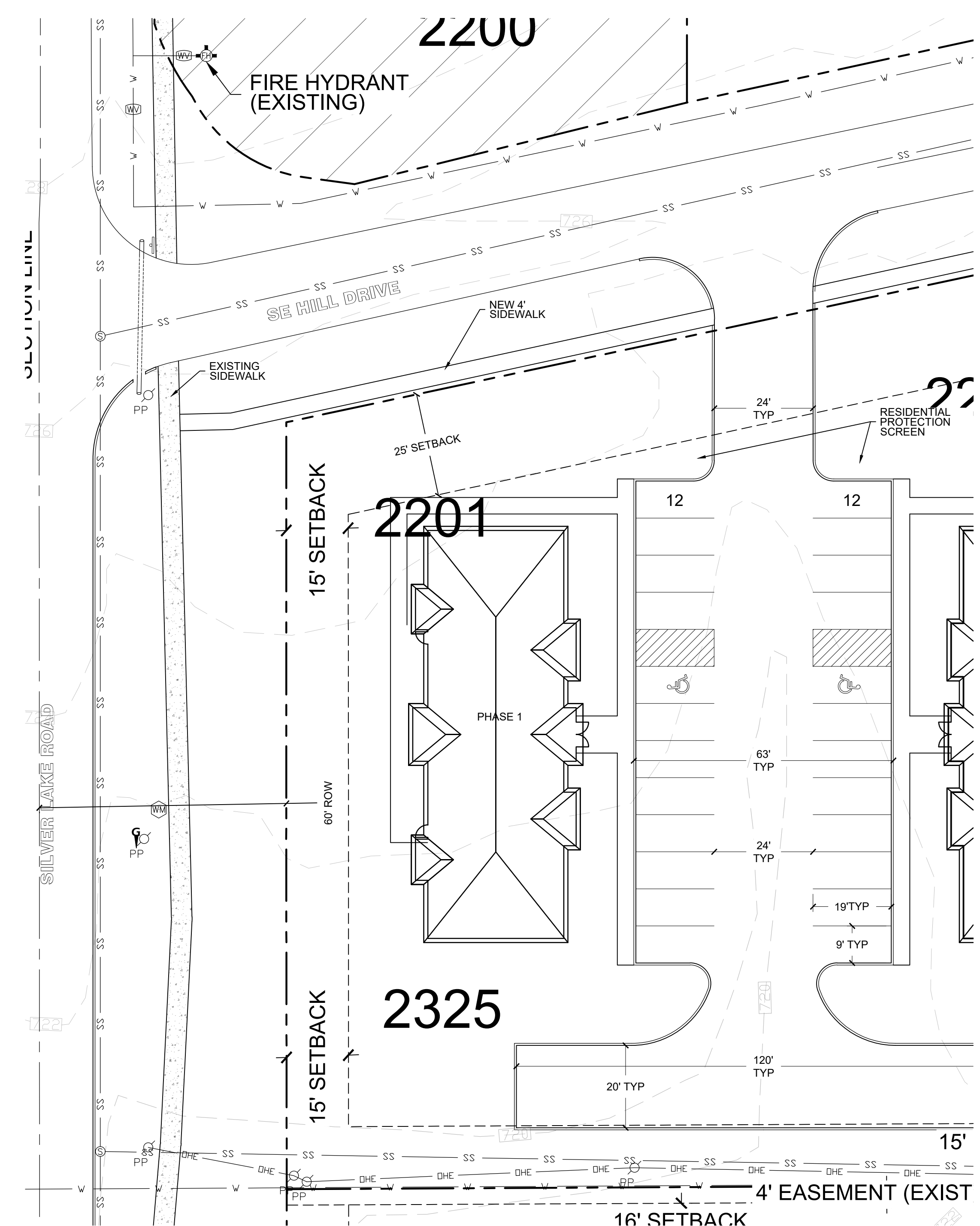




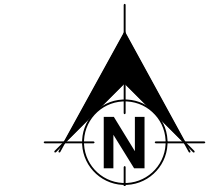
1 OVERALL SITE PLAN
SCALE: 1" = 40'



SITE PLAN KEY		SITE SQUARE FEET	
☼ LIGHT POLE	— DHE — OVERHEAD ELECTRIC LINE	• 3,808.5 SQFT = ROOF SQUARE FOOTAGE PER BUILDING	
⚡ POWER POLE	— STORM — STORM SEWER LINE	• 3,501.7 SQFT = BUILDING FOOTPRINT SQUARE FOOTAGE PER BUILDING	
⊕ GAS MARKER	— W — WATER LINE	•• 7,003.4 SQFT = BUILDING SQUARE FOOTAGE PER BUILDING	
⊕ FIRE HYDRANT	— SS — SANITARY SEWER LINE		
⊕ WATER METER	— — PROPERTY LINE		
⊕ WATER VALVE	— — BUILDING LINE		
⊕ STORM SEWER MANHOLE	— — EXISTING MAJOR CONTOUR		
⊕ STORM SEWER INLET	— — EXISTING MINOR CONTOUR		
⊕ SANITARY SEWER MANHOLE	— — GLYNNWOOD BRICK WALL		
⊕ TELEPHONE PEDESTAL	▨ AREA OWNED BY WESLEYAN NOT BEING REZONED		
⊕ FIBER OPTIC PEDESTAL	▨ AREA OWNED BY WESLEYAN TO BE REZONED		
— SIGN	▨ EXISTING SIDEWALK		



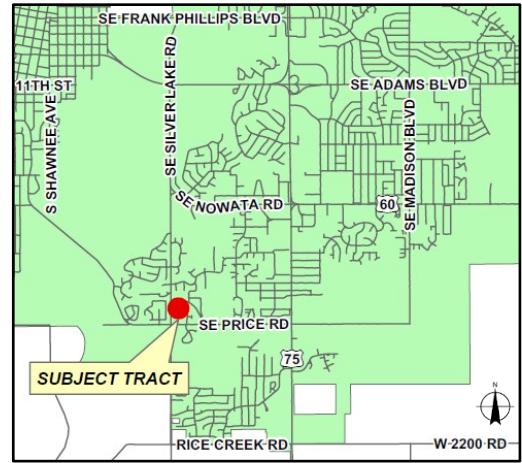
2 PHASE 1 SITE PLAN
SCALE: 1" = 20'





Community Development Department STAFF REPORT

TO: Bartlesville City Planning Commission
FROM: Micah Snyder, Senior Planner
DATE: February 27, 2024



CASE NO. RZ-0124-0009; PUD-0124-0038/39 - Public hearing, consideration, and possible action on a request to rezone 4.27 acres from RS-12 (Single Family Residential) to RM-3 (Multifamily Residential)/PUD (Planned Unit Development), and for approval of a PUD Site Development Plan, on property located North of the Northeast corner of Silver Lake Rd and Price Rd, from Keleher Architects on behalf of Oklahoma Wesleyan University.

General Information:

Applicant: Keleher Architects on behalf of Oklahoma Wesleyan University
Requested Action: Approval of rezoning to RM-3 with a PUD and associated Site Development Plan
Location: North of the Northeast corner of Silver Lake Rd and Price Rd
Legal Description: Part of Tract 6 (Beg. SW cor go N'ly 254.6'; N 77°47'E 92.08'; S 273.5'; W 90' to Beg. (6-A)); All of Tract 9 (E 88' of Tract 9; W 140' of E 228' of Tract 9; S 85' of W 140' of Tract 9; W 140' of Tract 9 less S 85'); Part of Tract 10 (N 182' of W 90' of E 180' Tract 10 (10-B); N 182' of W 90' of E 270' Tract 10 (10-C); W 90' of the E 360' of Tract 10 less the S 30' (10-D); E 90' of W 193' Tract 10 less S 30' (10-E); W 103' Tract 10 less S 30' (10-F)) in Burlingame Hills Subdivision, Washington County
Area of Tract: 4.27 acres
Floodplain: N/A
Present Land Use: Single Family Residential
Proposed Land Use: Multifamily Residential
Zoning: RS-12 to RM-3/PUD

Adjacent Zoning and Land Use:

North:	RS-12 – Single Family Residential
South:	RS-12 – Single Family Residential
West:	RS-12/PUD – Single Family Residential
East:	RS-12 – Single Family Residential

Analysis:

Oklahoma Wesleyan University owns several residential properties within and around the Burlingame Hills Subdivision on the northeast corner of Silver Lake Rd and Price Rd, southeast of their campus across Silver Lake Rd. The majority of these properties are currently being utilized by the university for housing. RZ-0124-0009 and PUD-0124-0038/39 are requests to rezone some of these properties as well as one property currently owned by Wendell Thompson from RS-12 (Single Family Residential) to RM-3 (Multifamily Residential) with a PUD (Planned Unit Development), and requesting approval of the associated PUD Site Development Plan to develop the properties in a manner that would better serve the housing needs of the university. Keleher Architects is the design firm and applicant on their behalf. The project site is ten lots comprising approximately 4.27 acres between Hill Dr and Parkway St.

The Site Development Plan depicts the proposal to construct eight two-story quadplexes in phases, with the first phase being on the southeast corner of Hill Dr and Silver Lake Rd. At this time, each quadplex structure is planned to be its own phase. The property is already platted as part of Burlingame Hills; however, the ten lots will need to be combined as shown on the Site Development Plan into two larger north/south lots with four structures each. Additionally, there will need to be Right of Way, Sidewalk Easement, and Utility Easement dedicated as noted below.

Planned Unit Development Provisions:

Project Summary: This property is proposed to be governed by the Zoning Regulations and the use and development regulations of the RM-3 district except as modified by the PUD. At full build-out, there would be a total of 32 dwelling units in eight structures at 7.5 Dwelling Units Per Acre, or approximately 5,800 square feet per dwelling unit. The RM-3 zoning district requires 3,000 square feet per dwelling unit. Each quadplex is proposed to have a building footprint of 3,232 square feet, with two stories totaling 6,464 square feet of floor area. Proposed lot coverage is approximately 14%. At the time of writing this report, renderings of building façades were forthcoming.

Permitted Uses: Uses permitted by right in the RM-3 (Multifamily Residential) district.

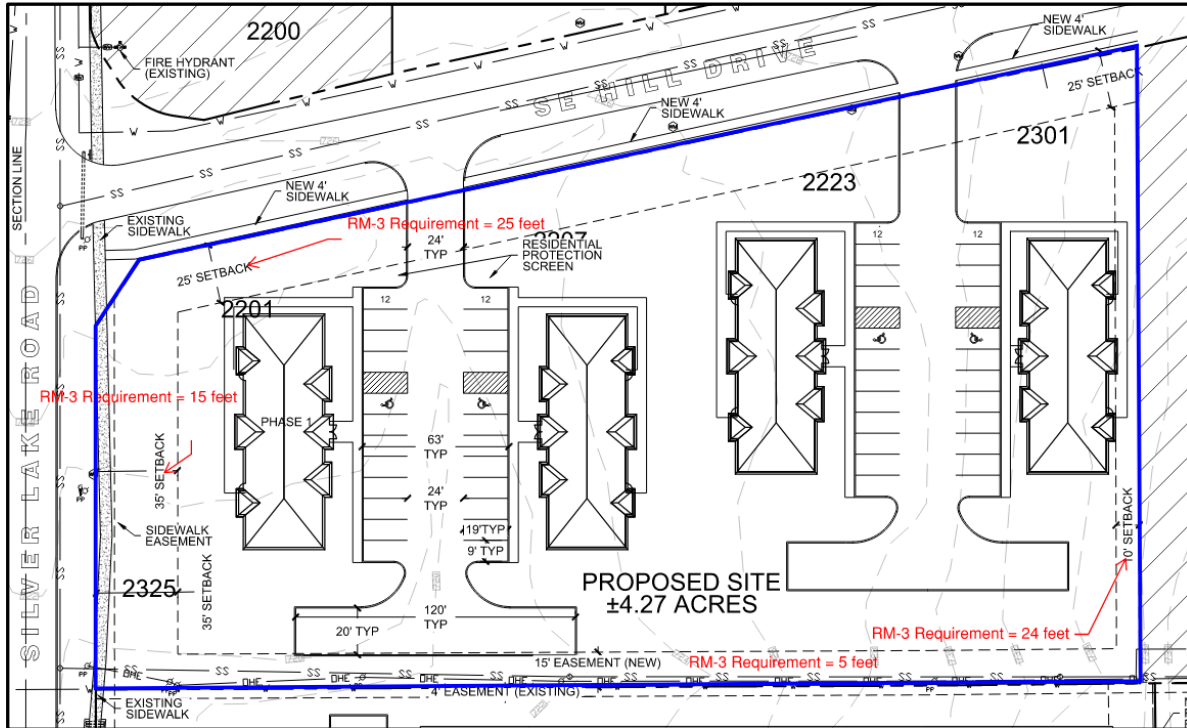
Bulk and Area Requirements: The Site Development Plan provided by the applicant demonstrates that the development would meet the Bulk and Area Requirements of the RM-3 district with the exception of the minimum requirement for interior side yards. The RM-3 interior side yard requirement is either 5 feet, or double the setback required when the abutting property is zoned for Single Family Residential. The properties abutting the development to the east are zoned RS-12, which has a minimum side yard requirement of 12 feet, therefore the RM-3 requirement for the eastern side yards would be 24 feet. As shown on the Site Development Plan and noted below, the PUD proposes to modify that to 10 feet for the North Lot, and 20 feet for the South Lot.

The setbacks shown on the Site Development Plan are only considered to be minimum requirements if they are in conflict with the RM-3 Bulk and Area Requirements. The RM-3 and RS-12 bulk and area regulations from Table 4.3 of the Zoning Regulations are included below for reference.

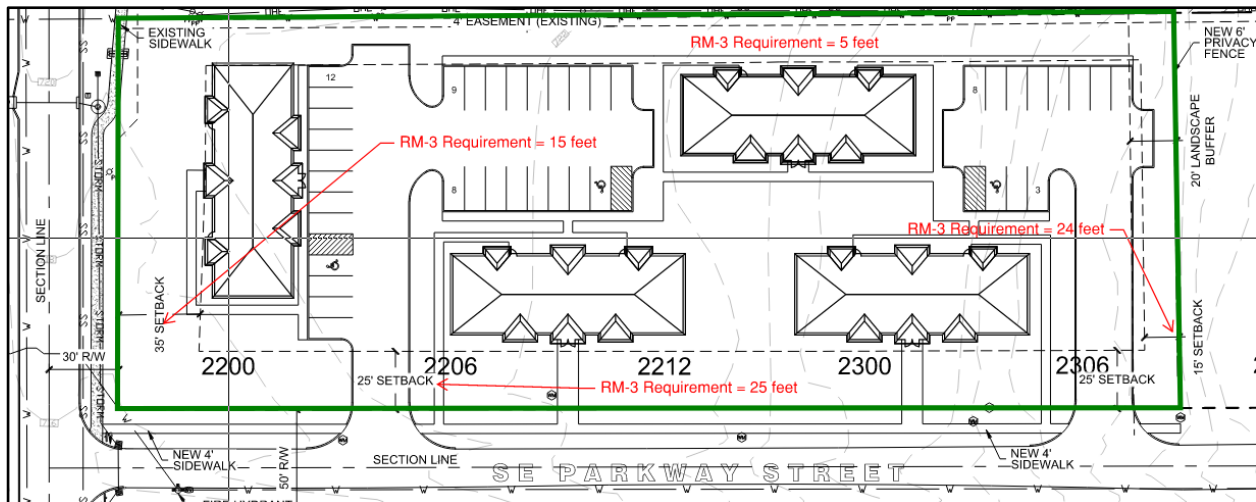
ZONING DISTRICTS	LOT AREA, MINIMUM (Sq. Ft. Except as indicated)		MINIMUM LOT WIDTH AND MAXIMUM LOT COVERAGE		REQUIRED YARDS, MINIMUM (FEET)					MAXIMUM HEIGHT	
	Per Lot	Per Dwelling Unit	Lot Width at Front Building Line	Maximum Lot Coverage Percent (%)	FRONT	REAR		SIDE		STORIES	FEET
						SINGLE FRONTAGE LOT	DOUBLE FRONTAGE LOT	INTERIOR	EXTERIOR		
RS (Residential Single Family)											
RS-12	12,000	12,000	100	35%	25	20	25	12	15	2 ½	35
RM (Residential Multifamily)											
RM-3	5,000	3,000	50	45%	25	20	25	5***	15	3 ½	45

To assist in describing details of the development, the images below separate the development proposal into a North Lot and a South Lot with RM-3 setback requirements labeled in red.

NORTH LOT:



SOUTH LOT:



Landscaping / Screening: The applicant has provided a landscape plan separate from the Site Development Plan. Landscaping requirements of the Zoning Regulations are based on a point system. Point requirements can be achieved by different planting types, but the majority are required to be trees. Points for trees are based on the size of the tree. The figures below are assuming the trees shown on the applicant’s landscape plan are “Large” – worth 12 points.

North Lot:

- Along Hill Dr: 15 trees required; 19 trees provided
- Along Silver Lake Rd: 6 trees required 6 trees provided
- Parking: 4 trees required, 4 trees provided

- *Residential Protection Screening:*
 - o North property boundary – Minimum 3-ft fence, wall, or hedge required. Shrubs/hedges on north end of westernmost parking lot proposed as PUD modification due to Oklahoma Wesleyan University owning the majority of the properties this development would face. Street trees in excess of the requirement are proposed as noted above.
 - o Eastern property boundary – Minimum 6-ft opaque fence and 12 trees required in a 20-foot landscape buffer abutting the RS-12 property to the east. The abutting eastern property is owned by Oklahoma Wesleyan University and is not included in this project to allow the property to serve as a Single-Family Residential buffer in lieu of protection screening as a PUD modification.

South Lot:

- *Along Parkway St:* 16 trees required; 21 trees provided
- *Along Silver Lake Rd:* 6 trees required; 6 trees provided
- *Parking:* 4 trees required; 4 trees provided
- *Residential Protection Screening:*
 - o Southern property boundary – Minimum 3-ft fence, wall, or hedge required. Due to Oklahoma Wesleyan University ownership of the property across Parkway St, proposed PUD modification to allow street trees in excess of the street frontage landscaping requirement instead.
 - o Eastern property boundary – Minimum 6-ft opaque fence and 8 trees required in a 20-foot landscape buffer abutting the RS-12 property to the east. 6-ft opaque privacy fence and 8 trees in a 20-foot landscape buffer abutting the RS-12 property to the east provided.

Access / Sidewalks:

- *Silver Lake Rd:* A total of 60 feet of Right of Way from the Section Line will need to be dedicated. Sidewalk that does not land within this dedicated Right of Way will need to be placed within a Sidewalk Easement. Existing sidewalks are to remain unchanged unless repairs are needed.
- *Hill Dr:* The North Lot will have two driveways off of Hill Dr providing access to the two parking areas. Sidewalk built to city standard will be required on the south side of Hill Dr as part of this development.
- *Parkway St:* The South Lot will have two driveways off of Parkway St providing access to the two parking areas. Right of Way will need to be dedicated such that there will be a total of 50 feet for Parkway St. Sidewalk built to city standard will be required on the north side of Parkway St as part of this development. Sidewalks not within this Right of Way will need to be placed within a Sidewalk Easement. Additionally, Parkway St will be required to be improved to city standards.

Water and Sanitary Sewer: Water and sewer are available to serve the development. An additional 11 feet of Utility Easement will need to be dedicated for the existing sanitary sewer line that runs between the North Lot and South Lot.

Street and Parking Lot Lighting: None proposed at this time. Any future lighting will have to meet requirements of the Zoning Regulations.

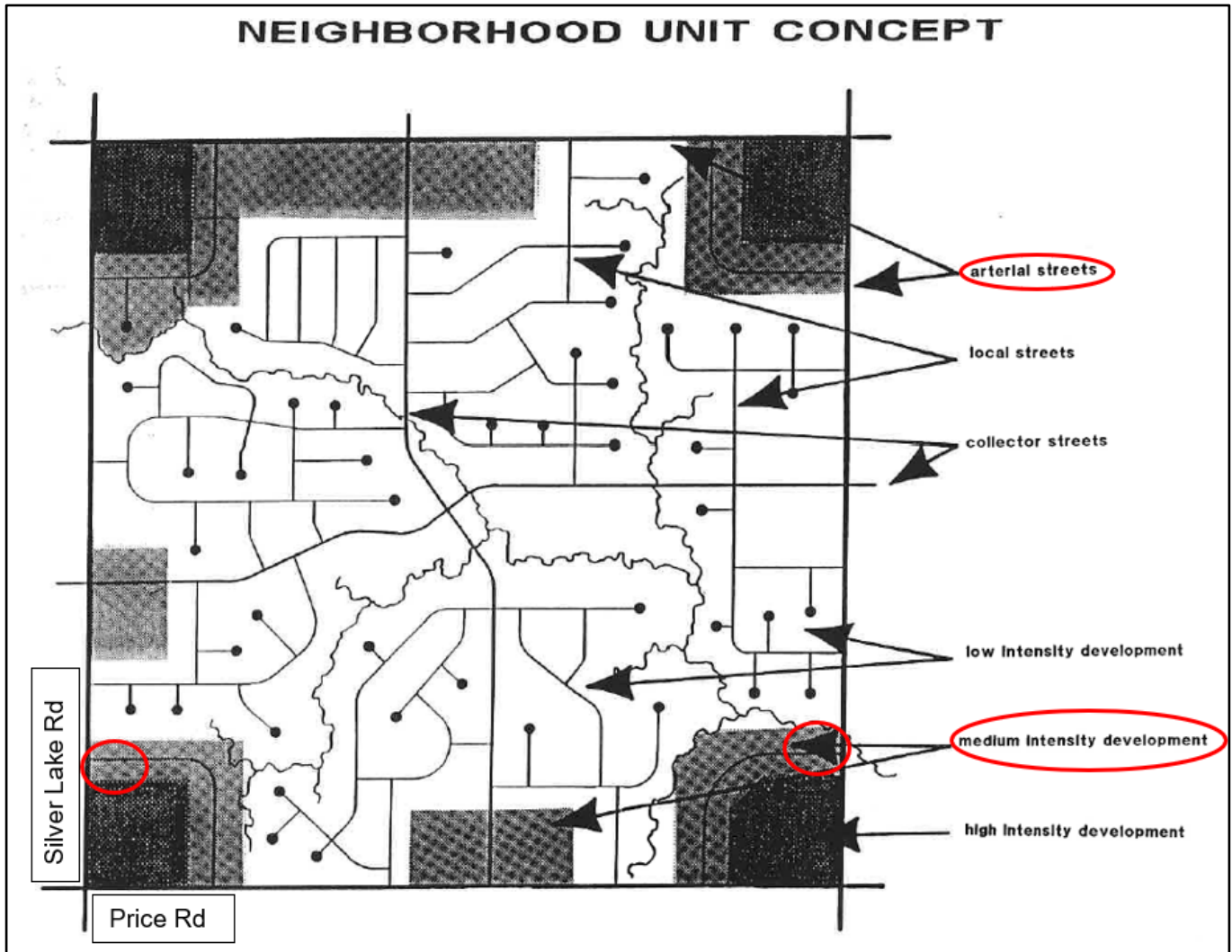
Signage: None proposed at this time. Any future signage will have to meet requirements of the Zoning Regulations.

Off-Street Parking: The Zoning Regulations require 1.5 parking spaces per dwelling unit for multi-family dwellings. Therefore, for 32 dwelling units, 48 spaces or 6 spaces per quadplex are required. The parking layout proposed in the Site Development Plan would provide 88 spaces – 48 spaces for the North Lot and 40 spaces for the South Lot.

Schedule of Development/Phasing: Each quadplex is proposed to be its own phase of development. The first phase is planned to be the structure on the SE corner of Hill Dr and Silver Lake Rd. Development standards such as landscaping, parking, and sidewalk construction will be required for only the phase under construction. However, Right of Way, Utility Easement, and Sidewalk Easement dedication is recommended to be required prior to issuance of the first building permit for any quadplex, with the exception of Right of Way for Parkway St. The need for dedication of Right of Way for, and improvement of Parkway St will be evaluated upon building permit application for the first quadplex on Parkway St.

Supplemental Information:

Development in Bartlesville has historically turned to a concept called the Neighborhood Unit for assistance with making land use decisions. The images below are from the City's current Comprehensive Plan. Intersections of arterial streets are thought to be "nodes", where the corner is typically reserved for high intensity development with medium intensity development behind it and between intersections, and low intensity development in the interior. The Land Use Intensity Matrix below classifies Multi-Family Residential development as medium intensity. Silver Lake Rd and Price Rd are both classified as Minor Arterial Streets, and the location of the proposed multifamily development is located approximately 500 feet north of it. Therefore, while there is no high intensity development on these arterial corners, this proposal would still be compatible with the city's historic development pattern based on the Neighborhood Unit Concept.



LAND USE INTENSITY MATRIX

LAND USE	LOW	MEDIUM	HIGH
Residential:			
Agricultural (RA Zoning District)	X		
Residential Estate (RE Zoning District)	X		
Single Family Residential (RS Zoning District)	X		
Multi Family Residential (RM Zoning District)		X	X
Mobile Home Park (RT Zoning District)		X	X
Commercial:			
Office (O Zoning District)		X	
Neighborhood Shopping (C-2 Zoning District)		X	
Major Shopping (C-3 Zoning District)		X	X
Central Commercial District (C-4 Zoning District)		X	X
General Commercial (C-5 Zoning District)			X
Commercial Amusement (C-6 Zoning District)			X
Highway Commercial (C-7 Zoning District)			X
Industrial:			
Industrial Park (IP Zoning District)			X
Limited Industrial - Light (M-1 Zoning District)			X
General Industrial - Medium (M-2 Zoning District)			X
Intensive Industrial - Heavy (M-3 Zoning District)			X

Public Notice and Participation Requirements:

In accordance with the Zoning Regulations, property owners within 300 feet of the site were notified of this request and hearing by mail. A sign was posted on the site, and a public hearing notice was placed in the Bartlesville *Examiner-Enterprise* newspaper. The applicants invited the property owners within 300 feet of the site to a citizen participation meeting. That meeting was held on Tuesday, February 13, 2024. While some support for the proposal is noted, concerns included the potential improvement of Hill Dr and increased pedestrian traffic. Results of the meeting are attached with this report. Staff also received comments from one nearby property owner concerning stormwater drainage.

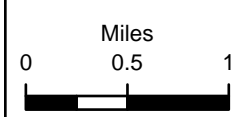
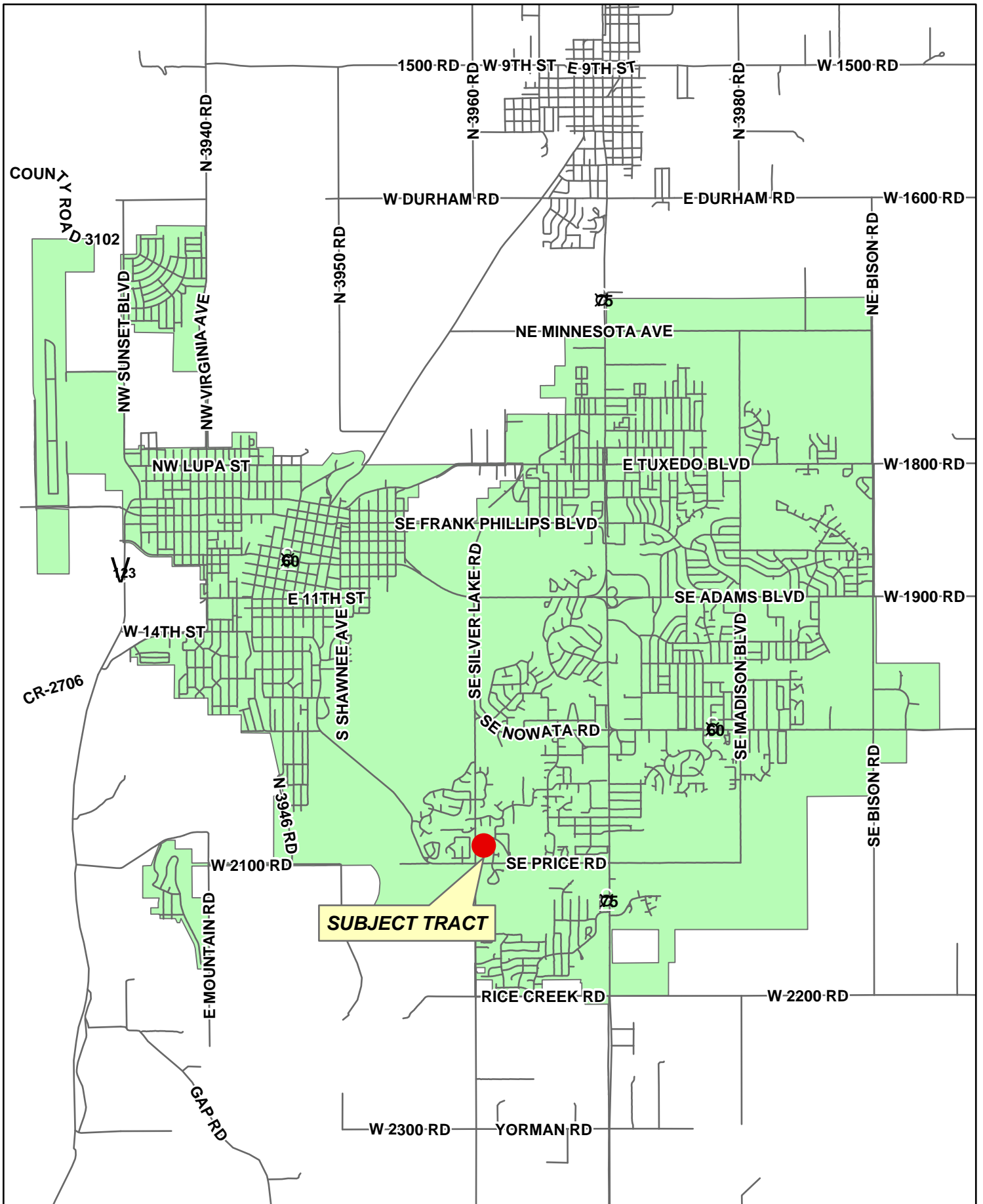
Staff Recommendation:

Based upon the location of the property, historic development patterns, and improvements proposed to serve the development, Staff recommends approval of RZ-0124-0009 and PUD-0124-0038/39 subject to the following:

- Prior to issuance of a building permit for the first quadplex:
 - o The dedication of 60 feet of total Right of Way from the Section Line for Silver Lake Rd.
 - o The dedication of Sidewalk Easements where Right of Way dedication does not or will not cover them.
 - o The dedication of an 11-foot Utility Easement north of the existing 4-ft U/E over the sewer main line.
- The dedication of Right of Way for Parkway St prior to issuance of a building permit for the first quadplex on Parkway St if needed.
- Lot Combination applications to combine the existing 10 lots into the 2 shown on the Site Development Plan. The North Lot to be created prior to issuance of a Certificate of Occupancy for the first quadplex on Hill Dr. The South Lot to be created prior to issuance of a Certificate of Occupancy for the first quadplex on Parkway St.

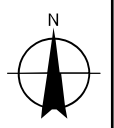
Attachments:

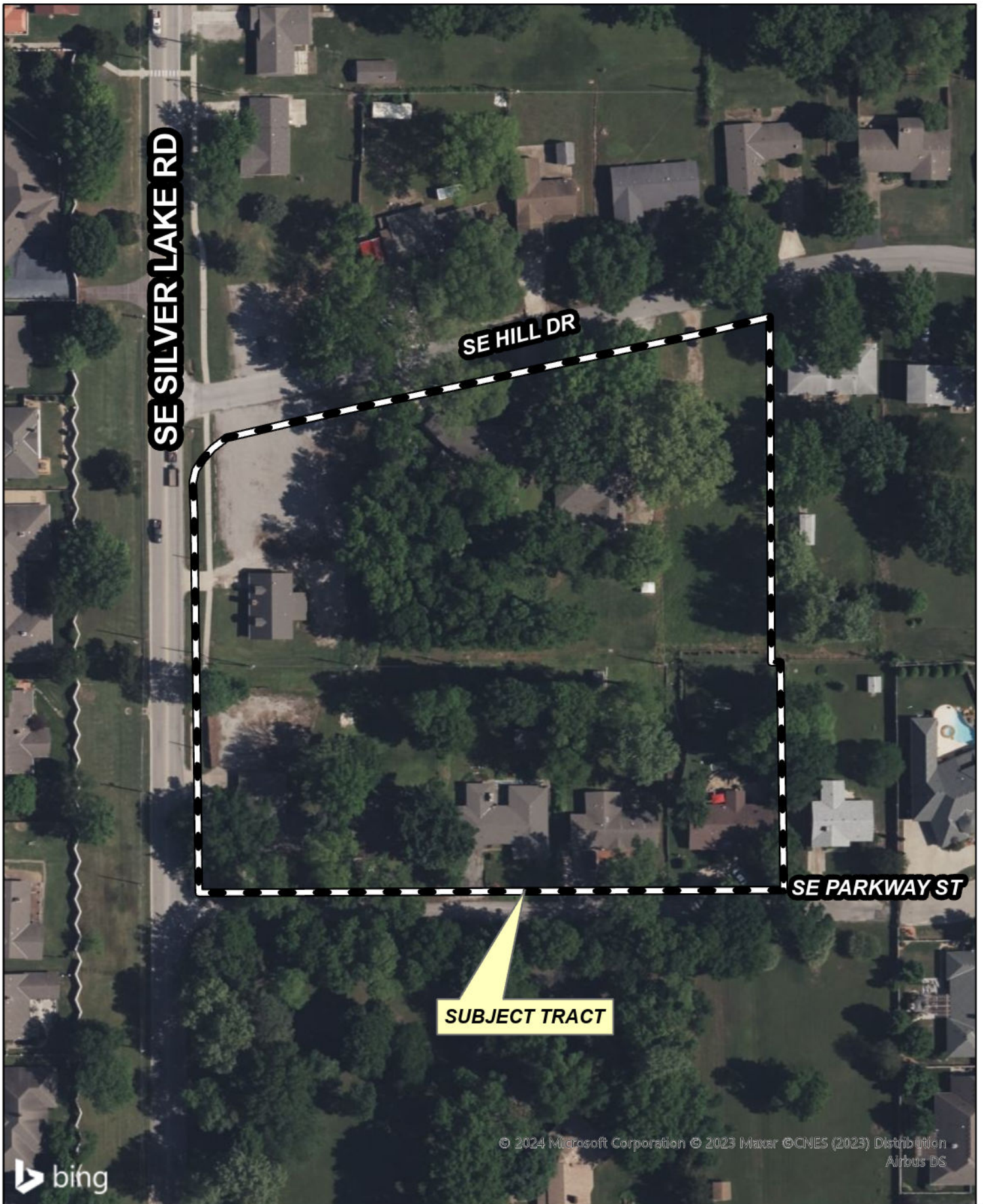
- | | | |
|-----------------|------------------------------------|--------------------------------------|
| 1. Location Map | 4. Site Development Plan | 7. Burlingame Hills Subdivision Plat |
| 2. Aerial Image | 5. Landscape Plan | 8. Neighborhood Unit Concept Text |
| 3. Zoning Map | 6. Community Participation Results | 9. Street Functional Classification |



RZ-0124-0009
PUD-0124-0038/39

26-13 20





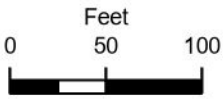
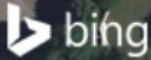
SE SILVER LAKE RD

SE HILL DR

SE PARKWAY ST

SUBJECT TRACT

© 2024 Microsoft Corporation © 2023 Maxar © CNES (2023) Distribution Airbus DS



Subject Tract

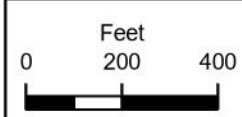
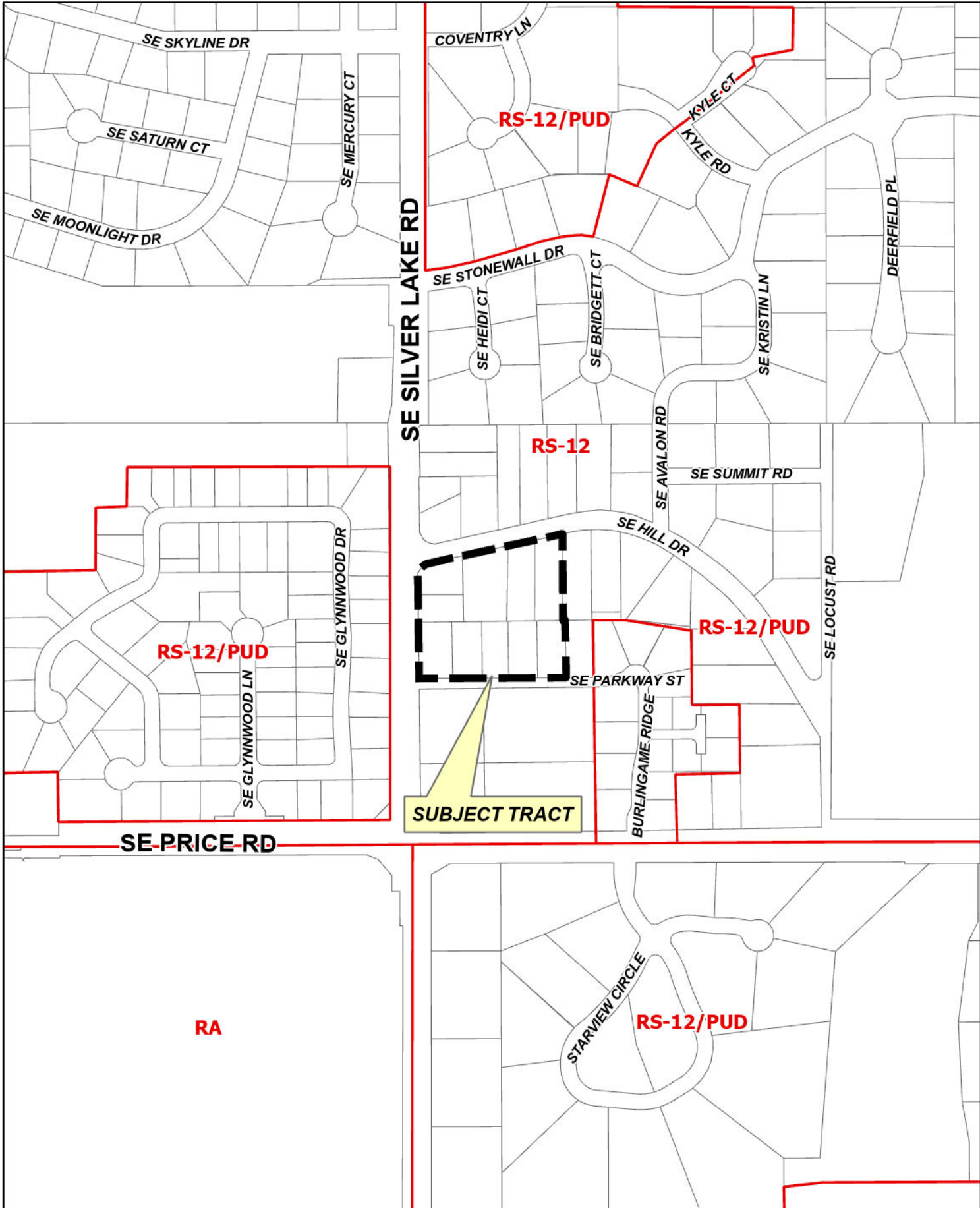
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Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: 2023

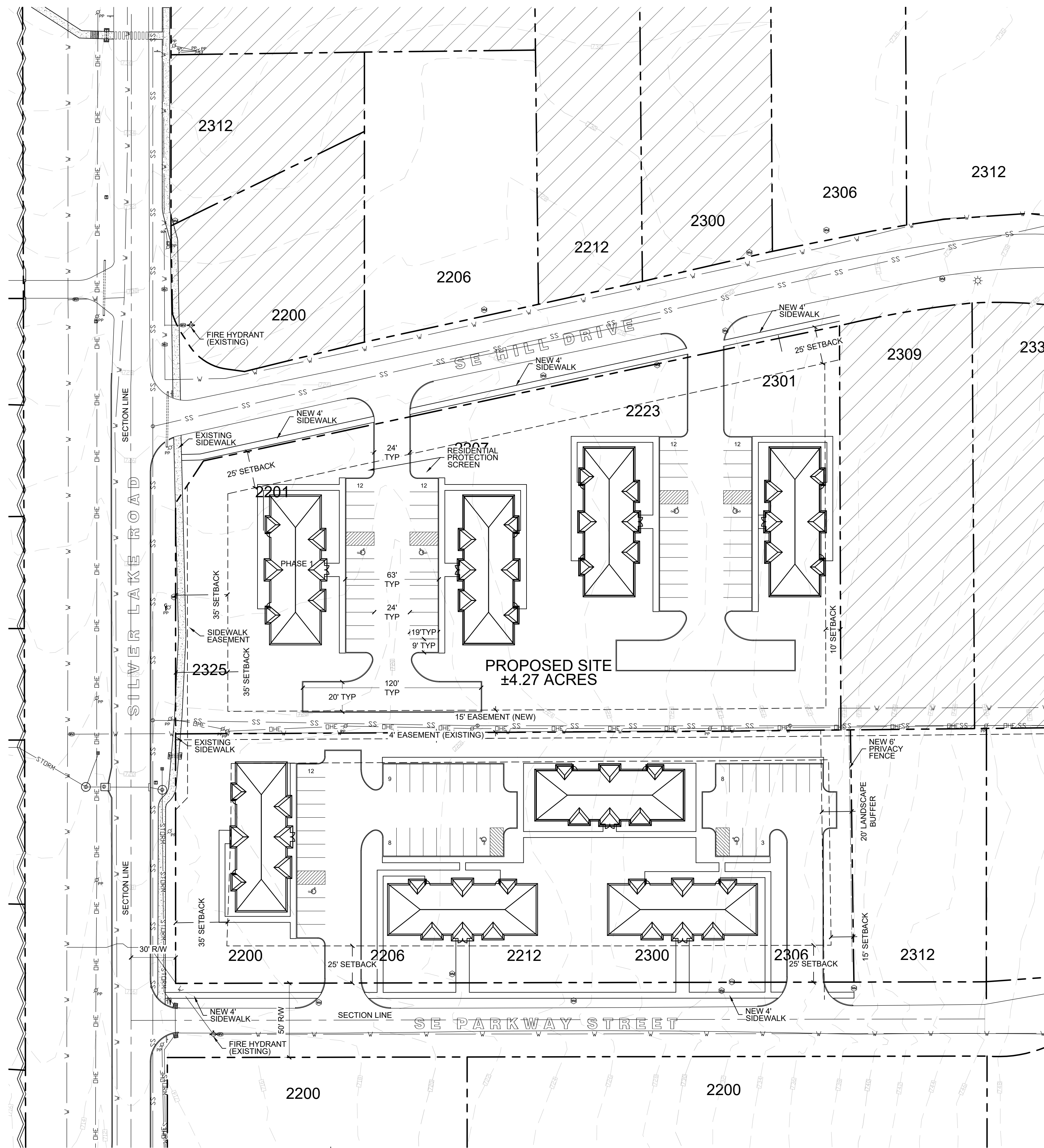




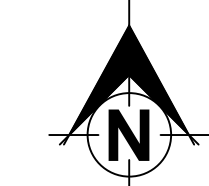
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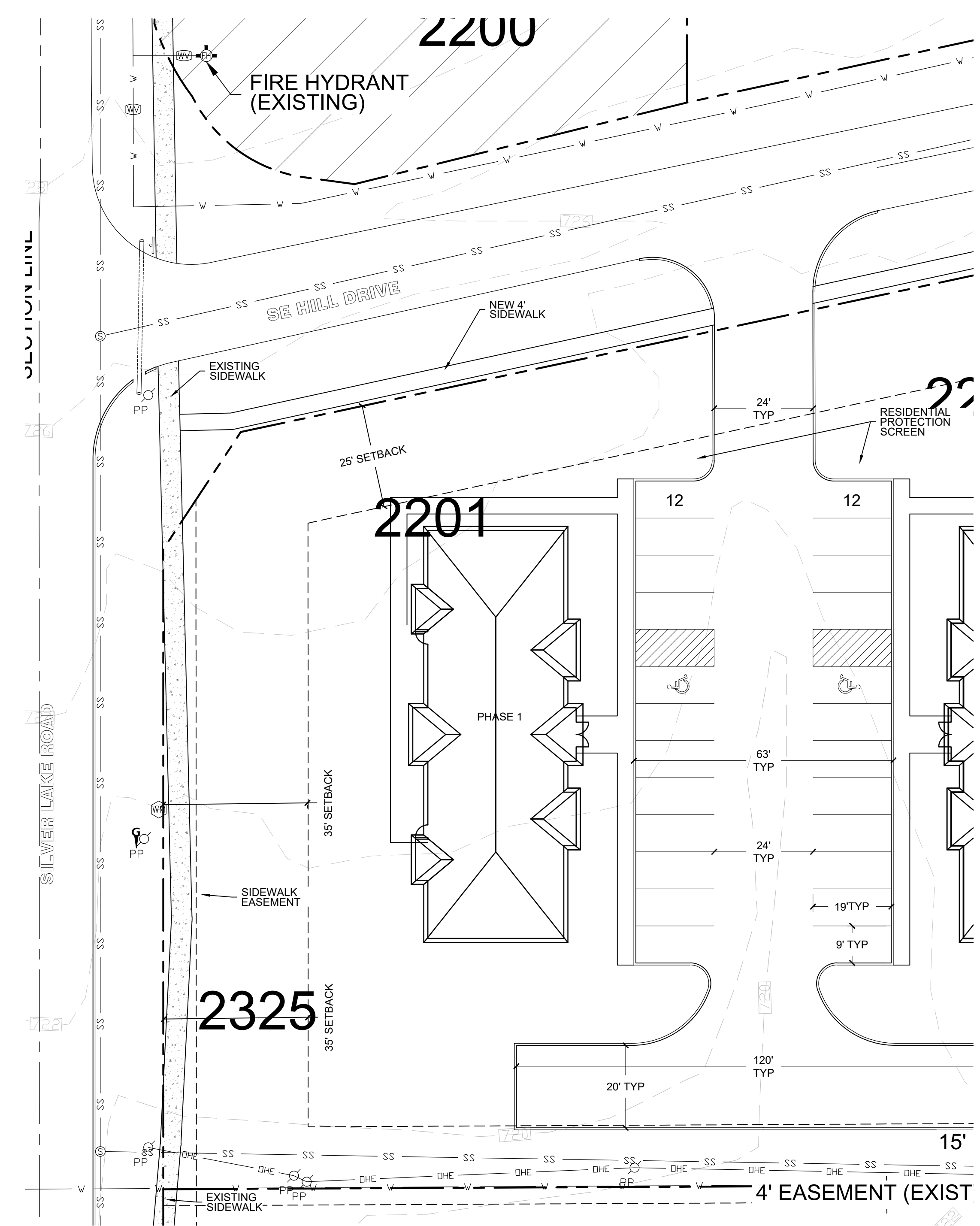




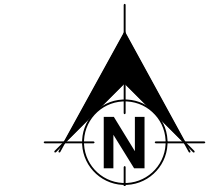
1 OVERALL SITE PLAN
SCALE: 1" = 40'



SITE PLAN KEY		SITE SQUARE FEET	
☼ LIGHT POLE	— DHE — OVERHEAD ELECTRIC LINE	• 3,808.5 SQFT = ROOF SQUARE FOOTAGE PER BUILDING	
⚡ POWER POLE	— STORM — STORM SEWER LINE	• 3,501.7 SQFT = BUILDING FOOTPRINT SQUARE FOOTAGE PER BUILDING	
⚓ GAS MARKER	— W — WATER LINE	•• 7,003.4 SQFT = BUILDING SQUARE FOOTAGE PER BUILDING	
⚡ FIRE HYDRANT	— SS — SANITARY SEWER LINE		
⊕ WATER METER	— — PROPERTY LINE		
⊕ WATER VALVE	— — BUILDING LINE		
⊕ STORM SEWER MANHOLE	— — EXISTING MAJOR CONTOUR		
⊕ STORM SEWER INLET	— — EXISTING MINOR CONTOUR		
⊕ SANITARY SEWER MANHOLE	— — GLYNNWOOD BRICK WALL		
⊕ TELEPHONE PEDESTAL	▨ AREA OWNED BY WESLEYAN NOT BEING REZONED		
⊕ FIBER OPTIC PEDESTAL	▨ AREA OWNED BY WESLEYAN TO BE REZONED		
— SIGN	▨ EXISTING SIDEWALK		



2 PHASE 1 SITE PLAN
SCALE: 1" = 20'



PRELIMINARY
NOT FOR
CONSTRUCTION

% REVIEW SET

KELEHER ARCHITECTS

DAN KELEHER, JR., PLLC AIA

PO Box 1361
BARTLESVILLE, OK 74003
WWW.KELEHERARCHITECTS.COM

REVISIONS

A NEW BUILDING/ADDITION/RENOVATION FOR
WESLEYAN HOUSING

PROJECT LOCATION:
2301 HILL DRIVE
BARTLESVILLE, OK 74003

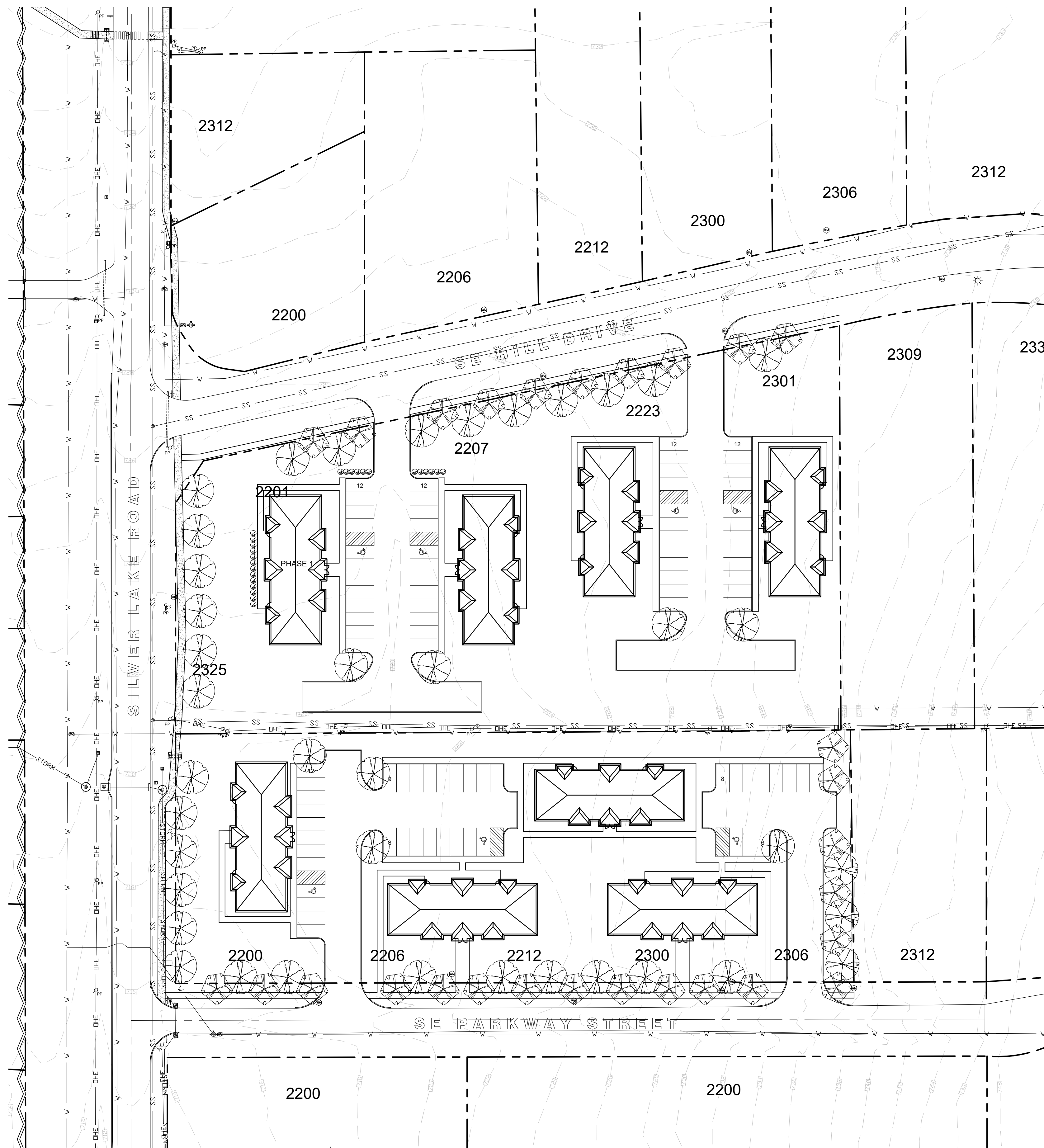
Date 2/16/2024

SHEET DATA:
ARCHITECTURAL
LANDSCAPE SITE PLAN

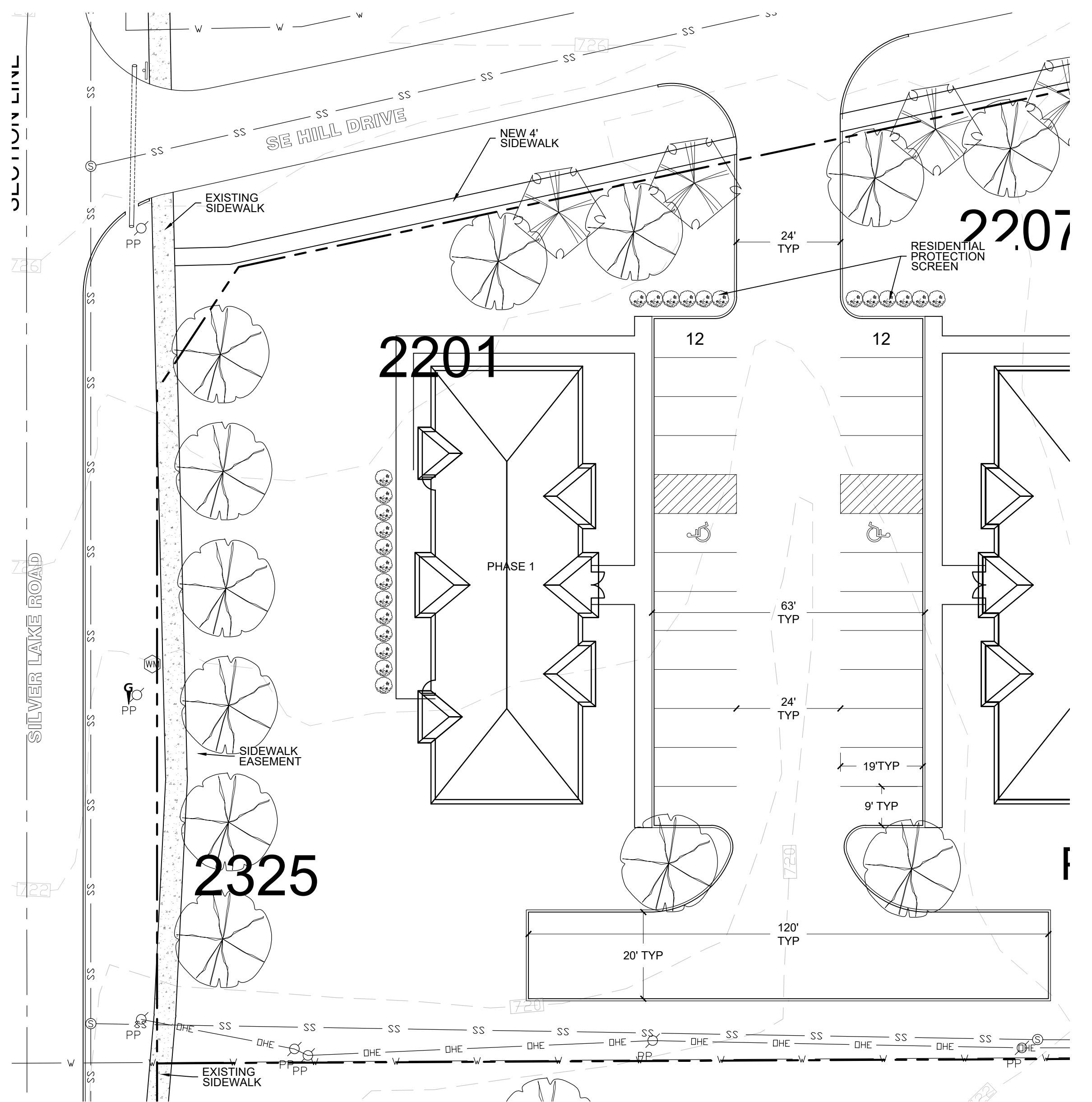
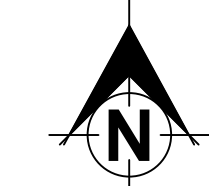
Drawn By BWC Checked By DJK

Sheet No.

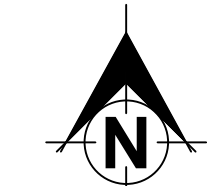
AC103



1 OVERALL SITE PLAN
SCALE: 1" = 40'



2 PHASE 1 SITE PLAN
SCALE: 1" = 20'



C:\Users\Owner\Dropbox\WESLEYAN HOUSING\2023\CAD\WESLEYAN ARCH.dwg, AC103 ARCH LANDSCAPE PLAN, 2/16/2024 3:48:42 PM

KELEHER ARCHITECTS

DAN KELEHER JR., PLLC, AIA

KELEHER ARCHITECTS | ARCHITECTURE AND INTERIOR DESIGN | COMMERCIAL AND RESIDENTIAL

918-333-8855 PO BOX 1361, BARTLESVILLE, OK 74005 WWW.KELEHERARCHITECTS.COM

1.24.2024

Hello Neighbors,

Oklahoma Wesleyan University has made an application to the City of Bartlesville to rezone certain tracts of land on the south side of Hill Drive, north side of Parkway Drive and east of Silverlake Rd. Enclosed is a map showing the proposed lots. The purpose of the rezoning is to construct housing units to support the University's housing needs.

As part of this process, you are invited to an informational meeting where we will explain in detail the proposed projects.

Meeting details are as follows:

**Location: The Lobby of the Chapel Fine Arts Center at Oklahoma Wesleyan University
2201 Silver Lake Rd.
Bartlesville, OK, 74006**

Time: 6:00 p.m.

**Parking: Available near the Fine Arts Building
The parking lot on N.E. corner of Fine Arts Building may be utilized.**

If you cannot make the informational meeting on Feb. 13th and have questions, please contact my office at 918-333-8855 or the email dan@keleherarch.com.

The Planning Commission meeting where this rezoning will be heard is Feb. 27th, 2024 at 5:30 at Bartlesville City Hall.

Please contact me with any questions and we look forward to seeing you on Feb. 13th.

Regards,

Dan Keleher Jr., AIA
Keleher Architects

February 15, 2024

Meeting Notes For OKWU Neighborhood Meeting

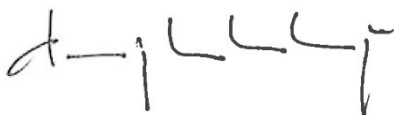
The meeting was held at 6:00 pm on February 13, 2024. This meeting was held to hear and address some concerns that were had by the community for the OKWU Housing re-zoning. The comments were as follows:

- Hill Drive Street is very narrow, will it be improved? Answer - the city does not require a new street. We can revisit with the city.
- The increased foot traffic is a concern from the units to the park. Will there be any new sidewalks? Answer – Yes, along the new development.
- Would you develop Hill Drive before Park? Answer - Yes.
- Would you remove the houses all at once or as you build? Answer - We will remove the houses as we build and receive funding.
- Will they be married students? Answer - it will be single students.
- This is good and will help the city reevaluate the site and help update infrastructure.
- Concerned about the amount of people moving into that space. Answer – Many Wesleyan staff and students already occupy this space.
- Concerned with jay walking. Answer - talking with the city to slow down speed limits and potentially add crosswalk light.
- One citizen stated his approval “There are already a lot of students over there. I want them to go through with this. This is important for our city.”
- The city needs to have solutions for Hill Drive and Silver Lake.
- Will there be an RA in the building? Answer – Yes.
- We lived on Hill Drive for three years the students that are there are great. We are just concerned about the density increase and the conditions of the road. The road is treacherous in icy conditions. Answer - We will participate in any way that we can to make it as safe as possible.

Most in attendance were happy with the responses to their concerns. The main concern of the assembly was the infrastructure of the area.

Please contact me with any additional questions.

Regards,



Dan Keleher Jr/Keleher Architects

Under 1 acre	Over 1 acre	Over 2 acres
Imp. 1000 ⁰⁰	750 ⁰⁰	570 ⁰⁰
Vacant 800 ⁰⁰	600 ⁰⁰	400 ⁰⁰

Under 1 acre	Over 1 acre	Over 2 acres
Imp - 800 ⁰⁰	600 ⁰⁰	400 ⁰⁰
Vac 670 ⁰⁰	480 ⁰⁰	320 ⁰⁰

BURLINGAME HILLS SUBDIVISION

JACKSON TOWNSHIP WASHINGTON COUNTY OKLAHOMA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That C. E. Burlingame, owner of the following described real estate in Washington County, Oklahoma, described as follows, to-wit:

All of the Southwest Quarter of the Southwest Quarter of Section 20, Township 26 North, Range 13 East, excepting the North Ten feet thereof, and excepting also the East 8 1/2 feet of the West 25.0 feet thereof,

does hereby certify that he has caused the same to be surveyed into Twelve tracts numbered 1 to 12 inclusive and streets or roads, together with miscellaneous easement reservations in conformity with the annexed plat, which plat is hereby adopted as the official plat of the above described land under the name of BURLINGAME HILLS SUBDIVISION, Jackson Township, Washington County, Oklahoma, and all of said streets and roads, as shown on said plat, are hereby dedicated to public use.

Marie Foster Burlingame, wife of said C. E. Burlingame hereby joins in the execution of this dedication.

In WITNESS WHEREOF, the parties have hereunto set their hands this 2nd day of July, 1945

C. E. Burlingame
Marie Foster Burlingame

State of Oklahoma }
 County of Washington } ss
 Before me, Mary Bashe, a Notary Public in and for said County and State on this 2nd day of July 1945, personally appeared C. E. Burlingame and Marie Foster Burlingame, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.
 My commission expires March 20th, 1949.

Mary Bashe
 Notary Public

CERTIFICATE

I, Allen C. Walker, a resident of Washington County, Oklahoma, hereby certify that I am a Registered Professional Engineer, and at the instance of C. E. Burlingame, I made the above described survey, and that the annexed map or plat is a true and correct representation of the Tracts and Streets or Roads as surveyed by me.

Signed this 2nd day of July, 1945.

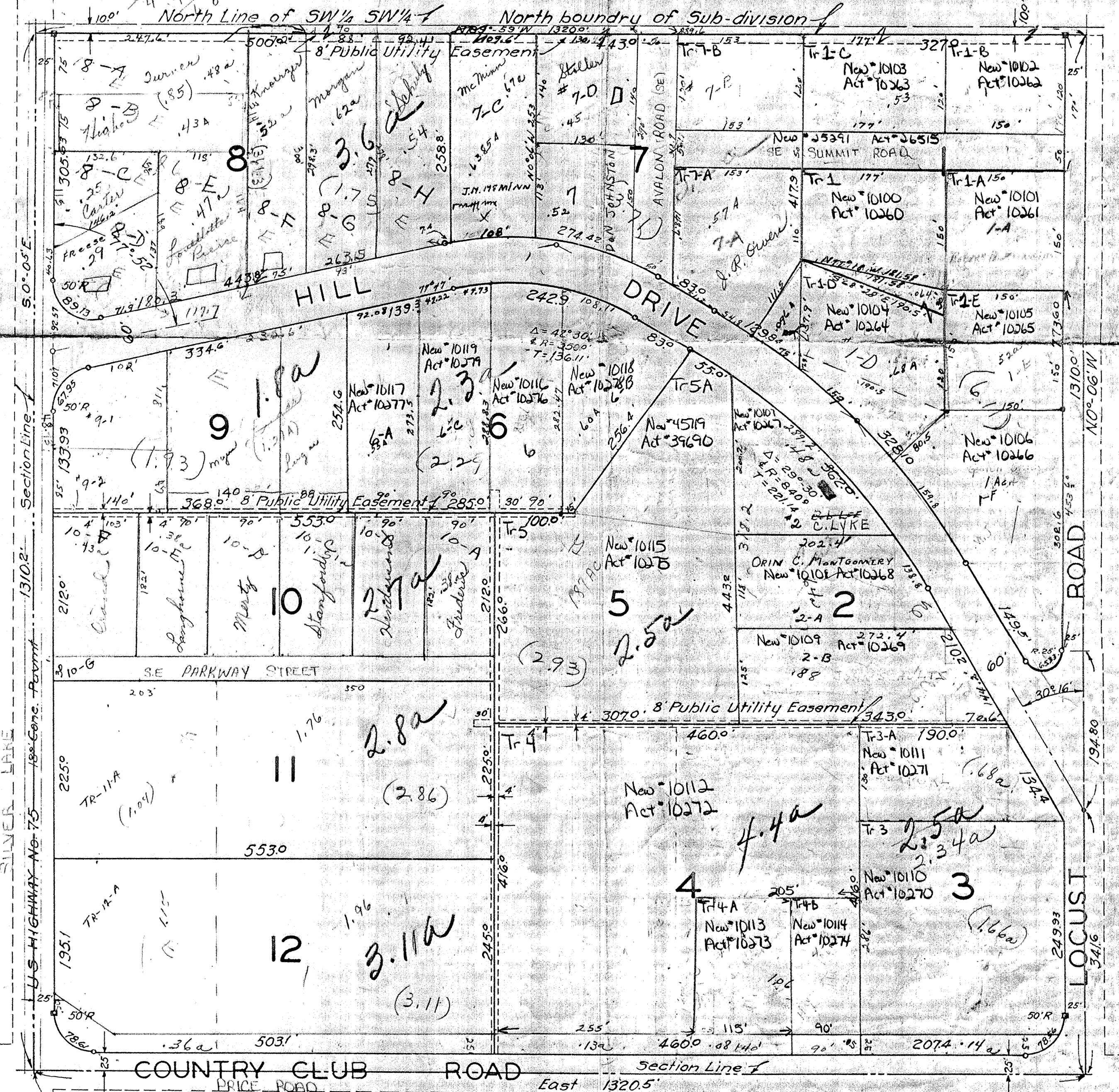
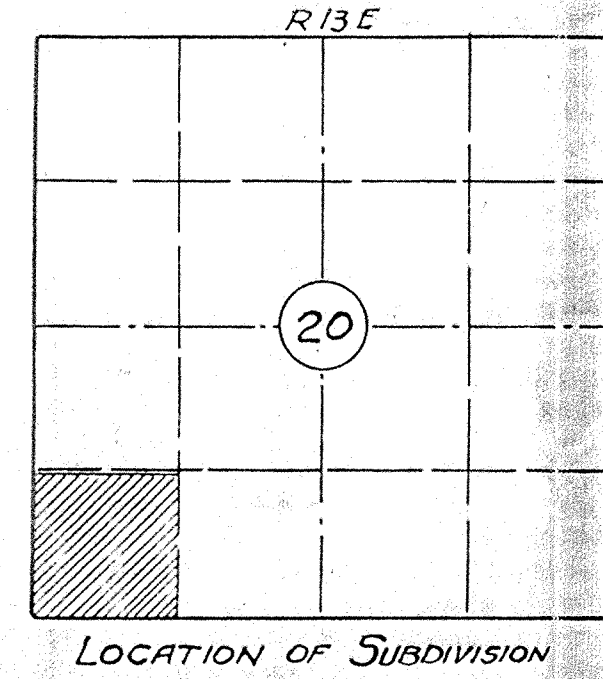
Allen C. Walker
 R.P.E. No. 670.

State of Oklahoma }
 County of Washington } ss
 Before me, Clyde V. Reaser, County Clerk in and for said County and State on this 2nd day of July 1945, personally appeared Allen C. Walker, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Clyde V. Reaser

The annexed plat of BURLINGAME HILLS Subdivision, Jackson Township, Washington County, Oklahoma, was submitted to and approved by the Regional Planning Commission of and for the City of Bartlesville, Oklahoma, on this 5th day of July, 1945

Robert Beall CHAIRMAN
John O. Krenn MEMBER
John Hamill CHAIRMAN BOARD OF COUNTY COMMISSIONERS
W. McCombs CITY ENGINEER
Allen C. Walker COUNTY ENGINEER
Samuel W. West MEMBER



Note: Scale 1"=100'
 3/8" Iron Pin 18" Long at each Lot Corner.
 Standard Conc. Monument.

**COMPREHENSIVE LAND USE PLAN
BARTLESVILLE METROPOLITAN AREA
PHYSICAL DEVELOPMENT STANDARDS
PART V**

INTRODUCTION

Traditionally, land use plans have often failed to provide officials and administrators with a flexible yet workable framework on which they could base decisions. It is the purpose of this section of the Comprehensive Land Use Plan to establish standards which can be used in evaluating future development proposals or zoning applications. This section consists of two essential elements: relevant development principles and standards necessary to achieve the goals, objectives, and policies set forth in Part IV; and a Trafficway Plan depicting existing and future arterial and collector streets to facilitate the movement of people throughout the planning area.

DEVELOPMENT STANDARDS

Land Use and Neighborhood Unit Concept

Each community has different characteristics that form the basis for determining the appropriate relation between population and the space required for the different land uses that serve it. In large part, it is the restoration of a balance between the open space for the movement of people and the enclosed space they occupy on which the health of city development depends.

The range of land use ratios found in most urban areas based upon a study conducted by Eisner and Associates (1939-1985) is as follows:

Residential	35 - 39%
Commercial	4.8 - 5%
Industrial	10 - 11%
Streets	20 - 26%
Open space, schools, parks, etc.	10 - 18%

By comparison, Table II-14 in Part II of this Plan estimated the following existing land use ratios for the City of Bartlesville, generally depicted in Map II-5:

Residential	35.6%
Commercial	6.5%
Industrial	3.7%
Transportation	19.0%
Public/Quasi-Public	10.4%
Undeveloped	24.8%

A neighborhood should provide a healthful, safe, private and attractive environment that stabilizes the investments of the area residents and accommodates the full range of family living. It is intended that the urban area shall be designed as a group of integrated residential neighborhoods and appropriate commercial,

industrial and public facilities. The neighborhood, as a planning unit, is intended as an area principally for residential use, and of a size that can be served by one elementary school. Space for religious, recreational, education and shopping facilities to serve the residents of the neighborhood should be provided and designed as an integral part of each neighborhood.

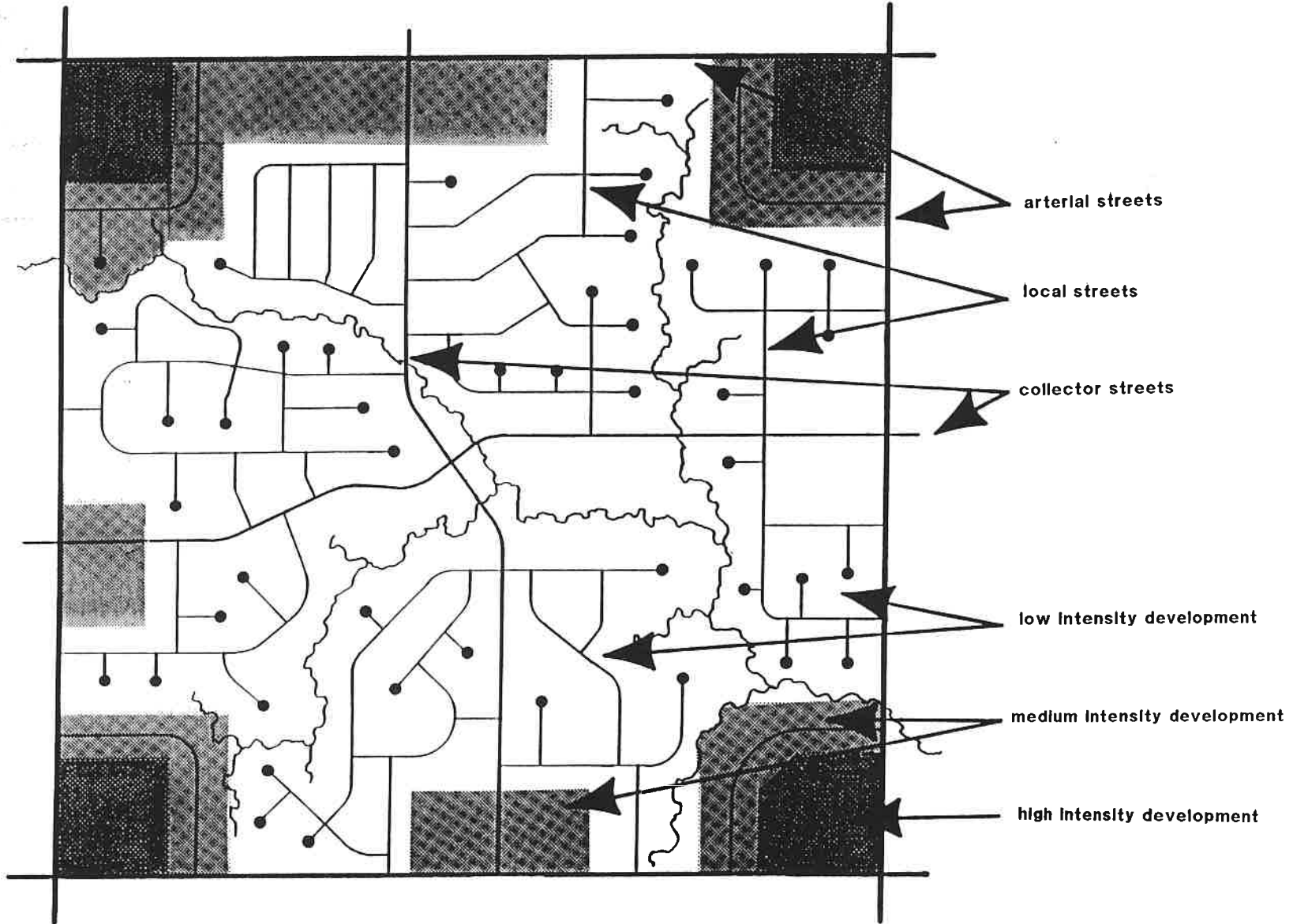
A neighborhood unit is defined as the physical environment wherein social, cultural, education, and commercial facilities are within easy reach of the residents and where, in the past, it was found that people cooperated with one another in times of stress. It was also the "place" where one lived and serves to define one's homesite in a larger environment such as a city. A neighborhood unit may range in size from 500 to 3,000 dwelling units (populations of between 1,700 and 10,000) according to the American Institute of Architects in its report in 1972 "A Strategy for Building A Better America." However, the neighborhood unit represents a unit of the population with basic common needs for educational, recreational, and other service facilities and it is the standards for these facilities from which the size and design of the neighborhood emerge.

The various elements of the neighborhood unit should be provided as an integral part of the plan for the neighborhood and in accordance with the following principles:

1. Residential lots should be of adequate size and provide soundly constructed housing of sufficient area to accommodate family activities. Structures should vary in type and cost to meet the needs of all family types.
2. The quality of the neighborhood should be maintained by locating commercial developments along the periphery of the neighborhood and design major thoroughfares to form the edges of the area rather than allow them to bisect the neighborhood.
3. Residential areas should be designated to avoid the creation of isolated pockets of development, which are too small to be serviced economically with elementary schools, playgrounds and other community facilities.
4. A full complement of community facilities should be maintained to service the population and preserve a high quality of life.
5. Sound development and protection of residential neighborhoods should be encouraged by separating the neighborhoods from inharmonious land uses by using major traffic ways, open spaces, or natural terrain features as transition areas.

A large body of design theory has been developed concerning the arrangement and design of residential areas and their relationship to the other land uses of the city. They are illustrated by the Neighborhood Unit Concept and planned unit development, both of which have influenced design in many parts of the United States. The Neighborhood Unit Concept is intended to be employed as the basic planning concept for land use and development within the Bartlesville Metropolitan Area. A schematic of the Neighborhood Unit Concept is provided in Map V-1. However, it is not proposed that a single design concept or prototype be used for design of any residential or non-residential area. Variations in design are encouraged by providing broad policy guidelines relative to land uses and densities in this Comprehensive Land Use Plan; and within those guidelines highly qualified designs are intended to be employed for both private and public projects and are to be given the maximum possible flexibility in solving different environmental and compatibility

NEIGHBORHOOD UNIT CONCEPT



problems. Regulatory codes and ordinances, such as zoning and subdivision regulations, and plans, such as PUD site development plans, are the tools used to implement this goal.

Land Use Intensities

The Neighborhood Unit Concept references land use intensities of development. Land use intensities reflect the range of activities occurring in an urban area. The intensities, designated as high, medium and low, allow a mixture of land uses within each intensity designation. Thus, a parcel indicated for medium intensity may contain either multifamily residential, or commercial or a combination of uses. Levels of intensity are designed to relate the functions intended for the land with the level of public facilities, services, and utilities available to the land. Efforts must be directed to allow only compatible land uses next to each other or to control potential conflicts with quality design.

The following matrix provides a comparison for various land uses and associated zoning districts into intensity designations. This matrix is to be used only as a point of reference. Determining the location of a land use intensity and its associated zoning district should be guided by the goals, objectives, and policies of this Land Use Plan and evaluated on a case-by-case basis.

Low Intensity

Low intensity designations are applied to those areas lying between arterial streets and supported by low volume residential streets where single-family homes or farms are the primary uses. Due to the sensitive nature of these uses, low intensity areas should generally be kept free of vehicular traffic generators and uses that emit incompatible levels of noise or other pollutants.

Residential uses within the low intensity areas should back or side arterial streets and direct vehicular access onto arterial or collector streets should be avoided. In developing land within the Metropolitan Area, residential uses within low intensity areas may include a wide variety of housing types ranging in density from 0.2 to 10 dwelling units per acre. Limitations within that range may be further imposed by the zoning regulations.

Duplex development should be encouraged to be located as a buffer to separate single family residences from medium or high intensity uses. Duplex development may also be used within single family areas where physical features, lot shape or other unusual situation or condition exist which would limit the construction of single family structures.

Additionally, certain non-residential land uses and neighborhood functions are appropriate in low-intensity areas and include schools, parks, churches, and community centers given certain minimum site design standards to protect the residential integrity of the area.

Medium Intensity

Medium intensity designations encompass those uses that generate pedestrian or vehicular traffic volumes generally oriented toward neighborhood shopping, office or residential activities (of 10-30 units per acre) along minor arterial streets. These uses would provide support for the surrounding low intensity residential and, therefore, should be low in noise and air pollution qualities.

The intersection of minor arterial streets or arterial streets with collector streets is traditionally a location of medium intensity development whose activities predominately serve the surrounding neighborhoods, such as

neighborhood commercial activities. Historically, most commercial development has taken on a lineal character (strip development) which causes hazardous driving conditions, traffic slow-downs, visual unsightliness and confusion. It is an objective of this plan to avoid this strip type development. Standards for neighborhood shopping centers within medium intensity areas are provided in later sections of Part V.

Recognizing the economic and legal realities of existing development and zoning, future designations of land for medium intensity uses should be restricted to the expansion of presently designated areas where such expansion is consistent with other policies of this plan. Strip type development of arterial streets for non-residential development in medium intensity areas, such as along Adams Boulevard west of the Caney River, should be avoided. In the non-urbanized portions of the Metropolitan Area, medium intensity development should be clustered at the intersections of designated minor arterial streets in the form of nodes. Development around the various minor arterial street intersections should be consistent with the type and capacity of related roadways. In turn, any development of the nodes should be compatible with the surrounding residential development.

**TABLE V-1
LAND USE INTENSITY MATRIX**

LAND USE	LOW	MEDIUM	HIGH
Residential:			
Agricultural (RA Zoning District)	X		
Residential Estate (RE Zoning District)	X		
Single Family Residential (RS Zoning District)	X		
Multi Family Residential (RM Zoning District)		X	X
Mobile Home Park (RT Zoning District)		X	X
Commercial:			
Office (O Zoning District)		X	
Neighborhood Shopping (C-2 Zoning District)		X	
Major Shopping (C-3 Zoning District)		X	X
Central Commercial District (C-4 Zoning District)		X	X
General Commercial (C-5 Zoning District)			X
Commercial Amusement (C-6 Zoning District)			X
Highway Commercial (C-7 Zoning District)			X
Industrial:			
Industrial Park (IP Zoning District)			X
Limited Industrial - Light (M-1 Zoning District)			X
General Industrial - Medium (M-2 Zoning District)			X
Intensive Industrial - Heavy (M-3 Zoning District)			X

High Intensity

High intensity designations are reserved for those uses that generate high vehicular or pedestrian traffic volumes or other elements of noise, odor, and density. These areas are to be adequately serviced by primary arterial streets or highways and rail facilities, and grouped so they would have the least adverse effect on property values in the Metropolitan Area. Generally, most commercial and industrial activities tend to locate in close proximity to each other and in areas served by several elements of the transportation system. Such areas can be found along Washington Boulevard/U.S. Highway 75 and other major arterials such as Adams Boulevard, Frank Phillips Boulevard, and Hensley Avenue. These major arterial corridors have experienced a good deal of growth within the past ten years and additional development along these corridors is anticipated in the future. The Downtown Central Business District (CBD) can expect some modest expansion, although there is ample land available in the CBD for redevelopment. In order to prevent commercial encroachment into adjacent residential areas, Adams Boulevard should continue to serve as the southern edge of the CBD.

Residential uses, which are appropriate in high intensity areas, include multifamily developments in excess of 30 units per acre.

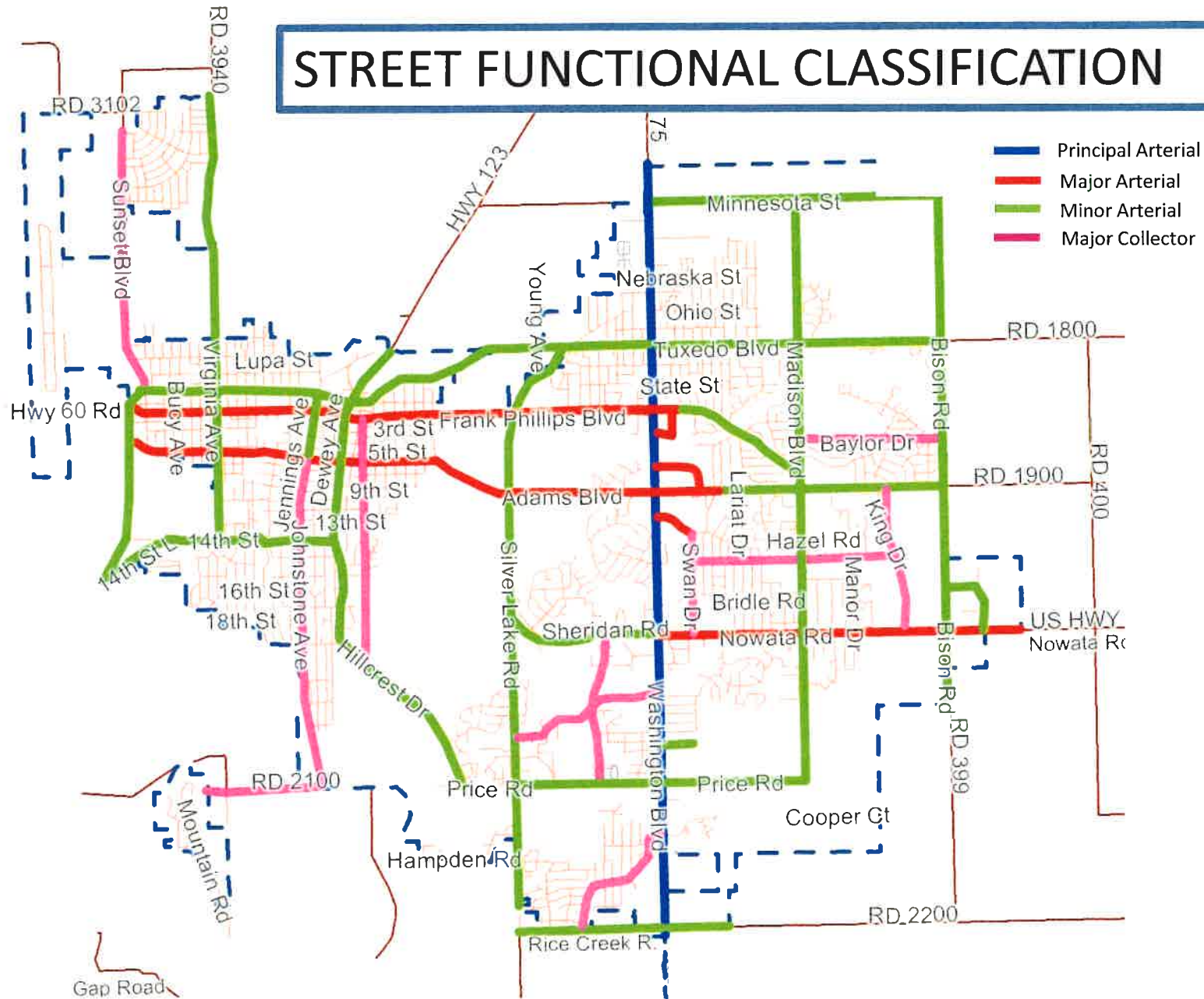
Commercial uses, which are appropriate in high intensity areas, include community level commercial centers, regional level commercial centers, and the central business district. Standards for the development of these commercial uses are provided in later sections of Part V.

Industrial uses are identified as appropriate only in high intensity areas. Existing industrial development extends westward from the CBD and in limited areas of East Bartlesville. Future expansion of high intensity industrial uses is provided for in the area between Highway 123 and 75 and between Bartlesville and Dewey. Future designations of high intensity areas should be restricted to the expansion of presently designated areas. Edges of areas designated for high intensity uses should provide adequate separation from lower intensity classifications. Edges include natural or man-made features as highways, railroad rights-of-way and waterways. Standards for the development of industrial uses in high intensity areas are provided in later sections of Part V.

Intensity	Compatible Use
Low	• Single-family residential 0.2 to 10 units per acre.
Medium	• Multiple-family residential 10 to 30 units per acre. • Neighborhood Commercial Center and Office for the convenience and use of neighborhood residents.
High	• Multiple-family residential in excess of 30 units/acre. • Central Business District. • General Business. • Community or Regional Level Commercial Centers. • Planned Shopping Center. • Institutional or Research Center. • Planned Industrial Park. • Light, Medium and Heavy Industry.

Utilizing the principles of the Neighborhood Unit Concept, the following standards are set forth in order to guide the development of non-residential areas.

STREET FUNCTIONAL CLASSIFICATION



RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA (THE “CITY”) APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE BARTLESVILLE EDUCATION AUTHORITY (THE “AUTHORITY”) ISSUING ITS EDUCATIONAL FACILITIES LEASE REVENUE BONDS (BARTLESVILLE PUBLIC SCHOOLS PROJECT) SERIES 2024 (THE “BONDS”); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE BOND INDENTURE AUTHORIZING THE ISSUANCE OF SAID BONDS; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE SALE OF SAID BONDS BY THE AUTHORITY AT NEGOTIATED SALE AND AT A PRICE LESS THAN PAR; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT RELATING TO THE BONDS; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS, AND CONTAINING OTHER PROVISIONS RELATING THERETO.

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

SECTION 1. Indebtedness Authorized. The Bartlesville Education Authority (the “Authority”) is hereby authorized to incur an indebtedness by the issuance of its Educational Facilities Lease Revenue Bonds (Bartlesville Public Schools Project) Series 2024, or similarly styled obligations, in the amount of not-to-exceed \$11,000,000.00 (referred to herein as the “Bonds”), according to the terms and conditions of a Bond Indenture, as may be supplemented and amended, all by and between the Authority and BOKF, NA, as Trustee (collectively, the “Bond Indenture”), provided that said Bonds shall never constitute a debt of the City of Bartlesville, Oklahoma (the “City”).

SECTION 2. Organizational Document Subject to Note Indenture. The organizational document creating the Authority is hereby made subject to the terms of the Bond Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. Waiving Competitive Bidding; Approval of Sale Proceedings. The waiving of competitive bidding for the sale of the Bonds and the sale of said Bonds by the Authority is hereby approved, all pursuant to 60 O.S. 176(G), to either (a) a financial institution as designated in a Certificate of Determination of the Authority to be executed prior to closing the Bonds, or (b) an underwriting firm (the “Underwriter”), pursuant to a Bond Purchase Agreement by and between the Authority and the Underwriter; provided however, Underwriter’s discount shall not exceed 0.75% of the principal amount of the Bonds, plus appropriate expenses. The Mayor or Vice Mayor is authorized to approve any changes or additions to said Bond Purchase Agreement. The purchaser (or Underwriter), principal amount, principal installments, interest rate, and maturity date shall be set forth in a Certificate of Determination to be executed by the Chairman or Vice-Chairman of the Authority prior to closing the Bonds.

SECTION 4. Official Statement and Continuing Disclosure Agreement. The Continuing Disclosure Agreement and Official Statement pertaining to the Bonds, forms of which are incorporated herein by reference, are hereby approved with such additions, omissions and changes as may be approved by the persons executing the same, and the Mayor and City Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the Mayor, Vice Mayor or City Manager is authorized to sign the Official Statement for and on behalf of the City.

SECTION 5. Authorizing Execution. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk at the closing of the above referenced bond issue is hereby authorized to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the City; and to execute, record and file any and all the necessary financing statements, security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

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PASSED AND APPROVED THIS 4TH DAY OF MARCH, 2024.

CITY OF BARTLESVILLE, OKLAHOMA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Bartlesville, Oklahoma.

I further certify that the City Council of the City of Bartlesville, Oklahoma, held a Regular Meeting at 5:30 o'clock p.m., on March 4, 2024, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Council members present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 4TH DAY OF MARCH, 2024.

CITY OF BARTLESVILLE, OKLAHOMA

(SEAL)

City Clerk

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA (THE “CITY”) MET IN REGULAR SESSION AT CITY HALL IN SAID CITY, ON THE 4TH DAY OF MARCH, 2024, AT 5:30 O’CLOCK P. M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the City Clerk. Councilmember _____. moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA (THE “CITY”) APPROVING ACTION TAKEN BY THE BARTLESVILLE MUNICIPAL AUTHORITY (THE “AUTHORITY”) AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Bartlesville Municipal Authority (the “Authority”) did, by its Resolution adopted March 4, 2024, authorize the issuance, sale and delivery of its Series 2024 Clean Water SRF Promissory Note to Oklahoma Water Resources Board, in order to finance improvements to the wastewater treatment system and related appurtenances, which Note is to be issued in the original principal amount of \$83,235,500.00; and

WHEREAS, the City Council hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of the Bartlesville Municipal Authority, Washington County, Oklahoma, Series 2024 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of \$83,235,500.00 (the “2024 Note”), all as approved by said Authority on March 4, 2024, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2024 Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement. The Amended Lease Agreement and Operation and Maintenance Contract dated May 24, 2016, by and between the City and the Authority (the “Lease Agreement”), whereby the City leased to the Authority its presently existing and hereafter acquired water and sanitary sewer systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2024 Note is paid.

Section 4. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2024 Note and all other aspects of the transaction.

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PASSED AND APPROVED THIS 4TH DAY OF MARCH, 2024.

CITY OF BARTLESVILLE, OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a acceptance of 2024 City of Bartlesville Housing Study.

Attachments: Housing Study

II. STAFF COMMENTS AND ANALYSIS

We recently completed a comprehensive study to assess the housing landscape in Bartlesville, Oklahoma. The primary aim of this study was to understand the historical development, current state, and future needs of housing in our city, contributing to informed decision-making for community development.

In our endeavor, we analyzed extensive data from a variety of authoritative sources. These included the United States Census, which provided demographic insights and a snapshot of the housing stock. The Department of Housing and Urban Development (HUD) offered deeper perspectives on housing affordability, substandard living conditions, and the role of subsidized housing in Bartlesville. Data from the Tulsa Multiple Listing Service (MLS) shed light on the dynamics of the real estate market, including trends in buying, selling, and renting properties. Economic factors were examined through data provided by the Federal Reserve Bank, highlighting broader economic implications affecting housing. Additionally, Local Rental Survey Data was instrumental in capturing the realities and challenges of the rental market at a grassroots level.

Our analysis delved into various aspects of the housing scenario in Bartlesville. We examined the total number of housing units, which reflected the city's capacity to accommodate its residents and hinted at both historical growth patterns and potential for future expansion. The study also looked at the diversity of housing types, revealing architectural and planning preferences and emphasizing the balance between single-family homes, multi-unit complexes, and other structural types.

The distribution of housing units by the number of bedrooms and tenure was scrutinized to gain insight into the community's demographic and lifestyle preferences. This aspect of the study was crucial in determining the suitability of the housing stock to cater to different family sizes and the balance between homeownership and rentals.

A significant portion of our research was dedicated to understanding the issue of substandard housing. This involved identifying properties that lacked essential amenities or required significant repairs, a key factor for ensuring community well-being.

Vacancy rates were analyzed to serve as a barometer for the health of the housing market. This analysis provided an indication of the equilibrium between housing supply and demand. Additionally, the study included a thorough examination of building permits, offering foresight into the community's growth trajectory and the types and locations of new housing developments.

Finally, the study provided insights into the homeownership and rental markets, juxtaposed with a summary of HUD-subsidized properties. These elements offered a comprehensive view of the financial dynamics of housing, the accessibility of homes, and the role of governmental support in housing affordability.

The results of this study are now guiding housing decisions in Bartlesville. Our goal was to lay the groundwork for a community where every resident, irrespective of their economic status, has access to housing that is safe, affordable, and meets their needs. The study's findings are aiding in the development of strategies for future housing needs and priorities, ensuring a balanced and inclusive approach to housing in our city.

Your ongoing support and engagement were crucial in the success of this study. We look forward to continued collaboration as we implement strategies based on our findings to enhance the housing landscape in Bartlesville.

III. RECOMMENDED ACTION

Acceptance of the 2024 City of Bartlesville Housing Study.



2024 HOUSING STUDY

City of Bartlesville

Community Development Department

401 S. Johnstone Ave
Bartlesville, OK 74003

918-338-4000



Introduction

In the heart of Washington County, Oklahoma, the City of Bartlesville stands as a testament to the region's rich history and dynamic present. Over the years, this city, like many others, has been a crucible of change, reflecting broader socio-economic and demographic evolutions. It's in the midst of these changes that the very fabric of a community's housing landscape is woven, evolving to address shifting needs, desires, and challenges. Recognizing the critical role that housing plays in the well-being, growth, and development of a community, this comprehensive housing study has been initiated.

The goal is multi-dimensional. At its core, it aims to provide a holistic understanding of the city's current housing environment, unearthing trends, spotlighting gaps, and projecting future needs. To ensure a thorough and nuanced understanding, this study doesn't rely on a single source of information. Instead, it integrates data from a rich array of authoritative sources, each offering its own perspective and depth.

The United States Census provides invaluable demographic and housing stock information, offering a broad snapshot of where the city stands today. Insights from the Department of Housing and Urban Development (HUD) enable a deeper understanding of housing affordability, substandard living conditions, and the pivotal role of subsidized properties in the local housing ecosystem. The Tulsa Multiple Listing Service (MLS) offers a lens into the real estate market's intricacies, shedding light on the rhythms of buying, selling, and renting properties in the area. Additionally, the Federal Reserve Bank's data anchors the study in the larger economic context, highlighting trends in foreclosures, lending, and broader economic implications. Lastly, Local Rental Survey Data provides a grassroots perspective, capturing the on-the-ground realities, challenges, and opportunities within the rental market.

By weaving together these diverse threads of data, the study endeavors to paint a holistic picture of Bartlesville's housing scene. Beyond mere numbers, it seeks to uncover the stories of residents - from homeowners to renters, from affluent communities to those struggling with housing affordability, from long-term residents to newcomers. It's a narrative of a city in flux, of changing needs and shifting priorities.

As we navigate the pages of this study, it's essential to keep in mind the ultimate goal: to inform and guide housing decisions in the City of Bartlesville. In doing so, the aspiration is to lay the foundation for a community where every individual, irrespective of their economic status, race, or ethnicity, has access to housing that is safe, affordable, and resonant with their needs. A community where housing isn't just about buildings but about homes, neighborhoods, and a shared future.

Housing Stock Analysis

The intertwining of shelter, socio-economic indicators, and cultural fabric finds its resonance in the housing landscape of any community. Through this Housing Stock Analysis, one gains an exhaustive exploration into the current state and intricacies of housing within the community.

Starting with the total housing units, this metric offers a foundational perspective, shedding light on the overall capacity of the region to accommodate its inhabitants. It gives one a sense of scale, hinting at both the historical growth patterns and potential future expansions.

Diving into the nuances, housing by units in structure helps one understand the diversity of housing in the region. It reveals the architectural and planning preferences, emphasizing the balance between single-family homes, multi-unit complexes, and other structural types.

Further, the distribution of housing units by the number of bedrooms and tenure provides insight into the community's demographic and lifestyle preferences. This information is crucial in determining the suitability of the housing stock to cater to various family sizes and the balance between homeownership and rentals.

The issue of substandard housing cannot be overlooked. Data on this reveals those properties that may be lacking essential amenities or might need significant repairs. Addressing these units is crucial for ensuring the overall well-being of the community.

Vacancy rates serve as a barometer for the health of the housing market, indicating the equilibrium, or lack thereof, between housing supply and demand. A deeper understanding of building permits gives foresight into the community's growth trajectory, suggesting the types and locations of housing structures that may soon grace the region.

Lastly, insights into the homeownership market and the rental market, juxtaposed with a summary of HUD subsidized properties, complete the picture. These elements provide clarity on the financial dynamics of housing, the accessibility of homes, and the role of governmental support in ensuring housing affordability.

In sum, the Housing Stock Analysis offers a comprehensive view, allowing stakeholders to make informed decisions for the community's future housing needs and priorities.

EXISTING HOUSING UNITS:

The forthcoming table offers a detailed breakdown of the total number of housing units within the State of Oklahoma, Washington County, and City of Bartlesville. This information is sourced directly from the U.S. Census Bureau's datasets. Specifically, the data reflects the figures reported in the 2010 Census and is further updated with the numbers from the 2020 Census. The inclusion of both these datasets provides a decade-long perspective, enabling a comprehensive understanding of housing trends and shifts within the county over the ten-year period.

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Source: 2010 and 2020 Decennial Census

Since 2010, it's estimated that Washington County has experienced an annual growth rate of 0.25% in housing units, culminating in a total of 25,075 units by 2027. Comparatively, when assessing new housing unit construction from 2010 to 2020, Washington County's performance lagged behind that of the broader Oklahoma region.

HOUSING BY UNITS IN STRUCTURE

The subsequent table delineates the housing units within Washington County, categorizing them by their respective structures. This data is sourced from the Census Bureau's American Community Survey, offering insights into the architectural diversity and preferences within the county.

2021 Housing Units by Units in Structure

Label	Oklahoma		Washington County, Oklahoma		Bartlesville city, Oklahoma	
	<i>Estimate</i>	<i>Percent</i>	<i>Estimate</i>	<i>Percent</i>	<i>Estimate</i>	<i>Percent</i>
Total:	1,740,972	100.00%	23,739	100.00%	16,721	100.00%
1, detached	1,270,019	72.95%	19,177	80.78%	13,406	80.17%
1, attached	35,681	2.05%	295	1.24%	260	1.55%
2	32,605	1.87%	335	1.41%	296	1.77%
3 or 4	46,856	2.69%	801	3.37%	722	4.32%
5 to 9	64,962	3.73%	579	2.44%	572	3.42%
10 to 19	59,247	3.40%	448	1.89%	448	2.68%
20 to 49	31,715	1.82%	328	1.38%	328	1.96%
50 or more	37,299	2.14%	415	1.75%	400	2.39%
Mobile home	159,688	9.17%	1,306	5.50%	257	1.54%
Boat, RV, van, etc.	2,900	0.17%	55	0.23%	32	0.19%

Source: 2021 5 Year Estimate Community Survey, Table B25024

In Washington County, a significant majority, 80.78%, of the housing stock consists of single-family detached homes. Multifamily structures, which encompass buildings with two or more units, account for 12.24%. The remaining 6.98% of housing units include mobile homes, RVs, and similar dwellings.

In Bartlesville specifically, single-family detached homes constitute 80.17% of the housing landscape. Multifamily structures make up 16.54%, while mobile homes, RVs, and similar units represent a smaller portion at 3.28%.

HOUSING UNITS BY NUMBER OF BEDROOMS AND TENURE

The upcoming table offers a detailed breakdown of housing units in Washington County, categorizing them based on tenure, whether owned or rented, and by the number of bedrooms they contain. This data provides insights into the living arrangements and preferences of the county's residents.

2021 Housing Units by Tenure and Number of Bedrooms

	State of Oklahoma		Washington County		City of Bartlesville	
	<i>Number</i>	<i>Percent</i>	<i>Number</i>	<i>Percent</i>	<i>Number</i>	<i>Percent</i>
Total:	1,493,569	100.00%	20,376	100.00%	14,425	100.0%
Owner occupied:	986,555	66.05%	14,516	71.24%	9,651	66.9%
No bedroom	3,337	0.22%	3	0.01%	0	0.0%
1 bedroom	17,243	1.15%	278	1.36%	197	1.4%
2 bedrooms	147,713	9.89%	2,028	9.95%	1,135	7.9%
3 bedrooms	583,321	39.06%	8,164	40.07%	5,404	37.5%
4 bedrooms	202,672	13.57%	3,375	16.56%	2,535	17.6%
5 or more	32,269	2.16%	668	3.28%	380	2.6%
Renter occupied:	507,014	33.95%	5,860	28.76%	4,774	33.1%
No bedroom	19,738	1.32%	188	0.92%	188	1.3%
1 bedroom	106,510	7.13%	1,256	6.16%	1,132	7.8%
2 bedrooms	178,948	11.98%	1,814	8.90%	1,433	9.9%
3 bedrooms	167,407	11.21%	2,243	11.01%	1,734	12.0%
4 bedrooms	30,599	2.05%	291	1.43%	219	1.5%
5 or more	3,812	0.26%	68	0.33%	68	0.5%

Source: 2021 5 Year Estimate Community Survey, Table B25042

In Washington County, the majority of residents opt for homeownership, with a rate standing at 71.87%. Conversely, 28.13% of the housing units are occupied by renters. When narrowing the focus to Bartlesville, homeownership constitutes 67.00% of the housing landscape, while rental units are occupied by 33.00% of the households.

HOUSING UNITS BY TENURE AND HOUSEHOLD INCOME

Subsequent tables delve into a detailed exploration of housing units, categorizing them based on tenure—whether they're owned or rented—and juxtaposing this with household income. This allows for a comprehensive view of housing affordability and preferences in relation to income brackets within the county.

Washington County & City of Bartlesville Owner/Renter Percentages by Income Band in 2021

<i>Household Income</i>	Washington County		City of Bartlesville	
	<i>Estimate</i>	<i>Percent</i>	<i>Estimate</i>	<i>Percent</i>
Total:	20,382		14,443	
Owner occupied:	14,649		9,856	
Less than \$5,000	358	2.44%	229	2.32%
\$5,000 to \$9,999	179	1.22%	141	1.43%
\$10,000 to \$14,999	317	2.16%	208	2.11%
\$15,000 to \$19,999	493	3.37%	321	3.26%
\$20,000 to \$24,999	766	5.23%	527	5.35%
\$25,000 to \$34,999	1,428	9.75%	928	9.42%
\$35,000 to \$49,999	1,739	11.87%	1,208	12.26%
\$50,000 to \$74,999	2,895	19.76%	1,864	18.91%
\$75,000 to \$99,999	1,940	13.24%	1,257	12.75%
\$100,000 to \$149,999	2,335	15.94%	1,658	16.82%
\$150,000 or more	2,199	15.01%	1,515	15.37%
Renter occupied:	5,733		4,587	
Less than \$5,000	296	5.16%	212	4.62%
\$5,000 to \$9,999	312	5.44%	252	5.49%
\$10,000 to \$14,999	586	10.22%	490	10.68%
\$15,000 to \$19,999	537	9.37%	430	9.37%
\$20,000 to \$24,999	554	9.66%	466	10.16%
\$25,000 to \$34,999	798	13.92%	637	13.89%
\$35,000 to \$49,999	899	15.68%	690	15.04%
\$50,000 to \$74,999	858	14.97%	690	15.04%
\$75,000 to \$99,999	335	5.84%	293	6.39%
\$100,000 to \$149,999	406	7.08%	330	7.19%
\$150,000 or more	152	2.65%	97	2.11%

Owner Occupied Income				
Less than \$35,000	3541	24.17%	2354	23.88%
Renter Occupied Income				
Less than \$35,000	3083	53.78%	2487	54.22%

Source: 2021 5 Year Estimate Community Survey, Table B25118

In Bartlesville, the latest data indicates a shift in the housing dynamics for households with incomes less than \$35,000. Currently, 54.22% of these households are estimated to be renters, while a smaller proportion, 23.88%, are homeowners. This update reflects a notable change from previous estimates, where 52.76% were renters and 47.24% were homeowners, suggesting evolving economic and housing trends in the community.

HOUSING UNITS BY YEAR OF CONSTRUCTION AND TENURE

The following table presents a detailed segmentation of housing units by their year of construction and tenure (owner-occupied vs. renter-occupied). It also includes data on the median year of construction. This analysis offers insights into the historical development and current age profile of the housing stock, aiding in understanding urban growth patterns and housing preferences over time.

2021 Housing Units by Tenure and Year of Construction

	State of Oklahoma		Washington County		City of Bartlesville	
	<i>Estimate</i>	<i>Percent</i>	<i>Estimate</i>	<i>Percent</i>	<i>Estimate</i>	<i>Percent</i>
Total:	1,503,868		20,382		14,443	
Owner occupied:	993,391	66.06%	14,649	71.87%	9,856	68.24%
Built 2020 or later	3,012	0.30%	26	0.18%	10	0.10%
Built 2010 to 2019	96,007	9.66%	738	5.04%	380	3.86%
Built 2000 to 2009	156,856	15.79%	1,686	11.51%	979	9.93%
Built 1990 to 1999	120,534	12.13%	1,157	7.90%	614	6.23%
Built 1980 to 1989	137,548	13.85%	2,130	14.54%	1,437	14.58%
Built 1970 to 1979	172,543	17.37%	2,701	18.44%	2,004	20.33%
Built 1960 to 1969	103,956	10.46%	1,873	12.79%	1,393	14.13%
Built 1950 to 1959	95,138	9.58%	2,354	16.07%	1,740	17.65%
Built 1940 to 1949	42,055	4.23%	896	6.12%	601	6.10%
Built 1939 or earlier	65,742	6.62%	1,088	7.43%	698	7.08%
Median Year Built	1980		1974		1972	
Renter occupied:	510,477	33.94%	5,733	28.13%	4,587	31.76%
Built 2020 or later	319	0.06%	0	0.00%	0	0.00%
Built 2010 to 2019	44,238	8.67%	258	4.50%	252	5.49%
Built 2000 to 2009	49,709	9.74%	242	4.22%	185	4.03%
Built 1990 to 1999	56,353	11.04%	476	8.30%	376	8.20%
Built 1980 to 1989	79,867	15.65%	664	11.58%	553	12.06%
Built 1970 to 1979	102,898	20.16%	1,015	17.70%	847	18.47%
Built 1960 to 1969	61,607	12.07%	754	13.15%	630	13.73%
Built 1950 to 1959	51,187	10.03%	1,317	22.97%	1,042	22.72%
Built 1940 to 1949	27,847	5.46%	476	8.30%	364	7.94%
Built 1939 or earlier	36,452	7.14%	531	9.26%	338	7.37%
Median Year Built	1978		1967		1969	
Overall Median Year Built	1979		1970		1970	

Source: 2021 5 Year Estimate Community Survey, Table B25037

In Washington County, the proportion of housing units constructed post-2000 stands at 14.47%, illustrating a moderate pace of recent development in the area. This figure is notably lower than the statewide average, where 23.28% of housing units were built in the same timeframe, indicating a more rapid rate of new housing development across the State of Oklahoma. Within the City of Bartlesville, the percentage of housing units built after 2000 is slightly lower at 12.50%, suggesting a more gradual update to the housing stock in the city compared to the broader trends observed both county-wide and state-wide.

SUBSTANDARD HOUSING

The upcoming table in this report offers a detailed overview of substandard housing within Washington County, focusing on the most commonly recognized indicators of inadequate housing conditions. These include the lack of complete plumbing facilities and the absence of a fully functional kitchen. Additionally, the report includes data on homes that rely on wood for heating. While using wood as a primary heat source is less commonly associated with substandard housing and may often be found in homes intended for seasonal use, it's an aspect worth noting for a comprehensive understanding of the housing conditions.

According to the Census Bureau, a housing unit is considered to have inadequate plumbing if it lacks any one or more of the following: hot and cold running water, a flush toilet, and a bathtub or shower. Similarly, the definition of an inadequate kitchen entails the absence of any of these elements: a sink with a faucet, a stove or range, and a refrigerator. By these standards, the data in the table aims to provide a clear picture of the quality of living conditions in Washington County's housing units, underscoring areas where improvements may be necessary.

	Occupied Units	Inadequate Plumbing Number	Plumbing Percent	Inadequate Kitchen Number	Kitchen Percent	Use Wood for Fuel Number	for Fuel Percent
Oklahoma	1,503,868	6,347	0.42%	13,539	0.90%	20,799	1.38%
Washington County	20,382	142	0.70%	396	1.94%	205	1.01%
Bartlesville	11,443	76	0.66%	293	2.56%	66	0.58%

Source: 2021 5 Year Estimate Community Survey, Table B25040, B25048 & B25052

In Oklahoma, 0.42% have inadequate plumbing, while 0.90% lack proper kitchen facilities. The use of wood for fuel is noted in 1.38% of the housing units, suggesting that these issues, while present, affect a modest portion of the state's housing stock.

Comparatively, Washington County and Bartlesville show higher percentages in certain areas. In Washington County, 0.70% of housing units have inadequate plumbing and 1.94% have inadequate kitchens, surpassing the state averages. Bartlesville reflects a similar trend in plumbing at 0.66%, but a notably higher rate in kitchen inadequacies at 2.56%. For both regions, the use of wood for fuel, around 1%, aligns more closely with the state's average, highlighting specific areas where housing improvements are more needed.

VACANCY RATES

The upcoming table in the report details the housing units in Washington County, focusing on their vacancy status and categorizing them by type. This comprehensive data is sourced from the American Community Survey, providing a detailed view of the housing landscape in terms of occupancy and the variety of housing available in the county.

	State of Oklahoma		Washington County		City of Bartlesville	
	<i>Estimate</i>	<i>Percent</i>	<i>Estimate</i>	<i>Percent</i>	<i>Estimate</i>	<i>Percent</i>
Total Housing Units	1,741,721		23,705		16,720	
Total Vacant Units:	237,853	13.66%	3,323	14.02%	2,277	13.62%
For rent	44,234	18.60%	554	16.67%	500	21.96%
Rented, not occupied	6,133	2.58%	14	0.42%	9	0.40%
For sale only	16,579	6.97%	359	10.80%	254	11.16%
Sold, not occupied	13,770	5.79%	116	3.49%	93	4.08%
For seasonal, recreational, or occasional use	34,001	14.29%	52	1.56%	21	0.92%
For migrant workers	354	0.15%	0	0.00%	0	0.00%
Other vacant	122,782	51.62%	2,228	67.05%	1,400	61.48%
Homeowner Vacancy Rate		1.60%		2.40%		2.50%
Rental Vacancy Rate		7.90%		8.80%		9.80%

Source: 2021 5 Year Estimate Community Survey, Table B250001, B25003, B25004

In Washington County, current estimates place the overall housing vacancy rate at 14.02%. Within this, the homeowner vacancy rate is approximately 2.40%, and the rental vacancy rate stands at about 8.80%.

Turning to Bartlesville, the overall housing vacancy rate is slightly lower at an estimated 13.62%. Here, the homeowner vacancy rate is close to Washington County's at 2.50%, while the rental vacancy rate is somewhat higher, estimated at 9.80%.

BUILDING PERMITS

The upcoming table in the report offers data on new residential building permits issued in Bartlesville, as provided by the U.S. Census Bureau's Residential Construction Branch within the Manufacturing and Construction Division. It's important to note that the average costs included in this data represent only the physical construction costs of the housing units. These figures do not encompass land prices, most soft costs such as finance fees, or the builder's profit, which are significant components of the total cost of housing development. This distinction is crucial for a clear understanding of the construction landscape as depicted by the permits data.

City of Bartlesville

Year	Single Family	Avg. Construction	Multifamily	Avg. Construction
	Units	Cost	Units	Cost
2012	54	\$ 218,955.00	1	\$ 60,000.00
2013	60	\$ 236,963.00	1	\$ 28,000.00
2014	81	\$ 211,716.00	3	\$ 106,800.00
2015	39	\$ 213,939.00	1	\$ 100,000.00
2016	22	\$ 304,808.00	26	\$ 79,237.00
2017	34	\$ 153,866.00	-	N/A
2018	17	\$ 173,479.00	-	N/A
2019	17	\$ 161,574.00	-	N/A
2020	24	\$ 225,415.00	-	N/A
2021	85	\$ 301,429.00	3	\$ 195,217.00
2022	47	\$ 359,422.00	4	\$ 221,817.00

Source: City of Bartlesville Community Development Department

Between 2012 and 2022 in Bartlesville, a total of 519 housing units received building permits, averaging approximately 52 units per year. Of these, a significant majority, 92.49%, were single-family homes, while multifamily units constituted 3.39%. This data suggests that while new housing construction is largely meeting the demand for ownership homes, the development of rental housing is not keeping pace with the increasing demand for rental properties. The disparity between the construction of single-family homes and multifamily units indicates a potential gap in the housing market, particularly in the rental sector.

New Construction Activity:

Ownership Housing:

New housing developments in Washington County, encompassing rural areas and smaller communities like Ramona, Dewey, and Copan, have been concentrated primarily in Bartlesville. Prominent subdivisions witnessing this growth include Foxtail Villas of Bison Trails, Park Place, and Stone Branch. Data from the National Association of Realtors, utilizing Multiple Listing Service information, indicates that the median listing price for homes in this area is around \$200,000, with the price per square foot averaging at about \$102. This provides a snapshot of the current market dynamics in terms of pricing and demand for new housing in these regions.

Rental Housing:

In the rental market of Bartlesville, recent years have seen the addition of new rental units. Development trends have been leaning towards smaller-scale projects, like duplexes and townhouses, as well as the conversion of existing buildings in or near the downtown area. The Phillips Hotel and Apartments conversion project, which transformed a former hotel into 80 market-rate apartment units, is a prime example of this trend. Additionally, the Bison Trails Apartments, a new development built in 2018, features 158 units across 2 stories, with an

average rental rate of \$1,200 per unit. This recent addition underscores the ongoing development in the rental housing market, particularly in the context of market-rate properties.

HOMEOWNERSHIP MARKET

This section delves into the market for housing units available for purchase in Washington County, drawing upon data gathered from a variety of local and national sources.

2021 Housing Units by Home Value

The upcoming table provides a detailed breakdown of housing units in Washington County categorized by their value. Additionally, it includes the median home value as reported by the Census Bureau's American Community Survey. This information is crucial in understanding the range of housing prices within the county and how they align with broader market trends.

	State of Oklahoma		Washington County		City of Bartlesville	
	Unites	Percent	Unites	Percent	Unites	Percent
Total:	993,391	100%	14,649	100.00%	9,856	100.00%
Less than \$10,000	16,014	1.61%	158	1.08%	72	0.73%
\$10,000 to \$14,999	11,371	1.14%	118	0.81%	67	0.68%
\$15,000 to \$19,999	9,477	0.95%	97	0.66%	54	0.55%
\$20,000 to \$24,999	11,539	1.16%	180	1.23%	80	0.81%
\$25,000 to \$29,999	10,516	1.06%	163	1.11%	110	1.12%
\$30,000 to \$34,999	13,144	1.32%	127	0.87%	88	0.89%
\$35,000 to \$39,999	9,900	1.00%	272	1.86%	152	1.54%
\$40,000 to \$49,999	25,880	2.61%	442	3.02%	319	3.24%
\$50,000 to \$59,999	31,090	3.13%	628	4.29%	295	2.99%
\$60,000 to \$69,999	37,434	3.77%	577	3.94%	477	4.84%
\$70,000 to \$79,999	40,361	4.06%	664	4.53%	560	5.68%
\$80,000 to \$89,999	46,637	4.69%	872	5.95%	554	5.62%
\$90,000 to \$99,999	39,572	3.98%	969	6.61%	583	5.92%
\$100,000 to \$124,999	98,890	9.95%	1,934	13.20%	1,459	14.80%
\$125,000 to \$149,999	91,326	9.19%	1,261	8.61%	1,001	10.16%
\$150,000 to \$174,999	107,416	10.81%	1,306	8.92%	902	9.15%
\$175,000 to \$199,999	71,006	7.15%	827	5.65%	576	5.84%
\$200,000 to \$249,999	102,747	10.34%	1,448	9.88%	946	9.60%
\$250,000 to \$299,999	71,134	7.16%	777	5.30%	565	5.73%
\$300,000 to \$399,999	74,065	7.46%	1,064	7.26%	786	7.97%
\$400,000 to \$499,999	31,248	3.15%	310	2.12%	86	0.87%
\$500,000 to \$749,999	25,742	2.59%	261	1.78%	80	0.81%
\$750,000 to \$999,999	8,199	0.83%	157	1.07%	44	0.45%
\$1,000,000 to \$1,499,999	4,467	0.45%	25	0.17%	-	0.00%
\$1,500,000 to \$1,999,999	1,641	0.17%	12	0.08%	-	0.00%
\$2,000,000 or more	2,575	0.26%	-	0.00%	-	0.00%

Median Home Value	\$150,800.00	\$ 127,400.00	\$ 126,400.00
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Source: 2021 5 Year Estimate Community Survey, Table B25075 and B25077

The median value of owner-occupied homes in Washington County is \$127,400, which is 15.5% lower than the statewide median of \$150,800. In Bartlesville, the median home value is closely comparable to the county's average, estimated at \$126,400.

HOME VALUES BY YEAR OF CONSTRUCTION

The forthcoming table provides insights into the median home values in Washington County, categorized based on the year of construction. It's important to note that any missing data fields in the table are due to the Census Bureau having insufficient data to estimate a median value for that particular age bracket of homes. This categorization by construction year offers a unique perspective on the valuation trends of properties across different eras within the county.

2021 Median Home Value by Year of Construction

	State of Oklahoma	Washington County	City of Bartlesville
Built 2020 or later	\$ 291,700.00	-	-
Built 2010 to 2019	\$ 245,600.00	\$ 321,700.00	\$ 297,900.00
Built 2000 to 2009	\$ 208,500.00	\$ 215,900.00	\$ 231,700.00
Built 1990 to 1999	\$ 176,000.00	\$ 213,200.00	\$ 234,700.00
Built 1980 to 1989	\$ 146,400.00	\$ 154,300.00	\$ 158,700.00
Built 1970 to 1979	\$ 137,500.00	\$ 136,000.00	\$ 131,200.00
Built 1960 to 1969	\$ 116,700.00	\$ 115,700.00	\$ 119,500.00
Built 1950 to 1959	\$ 94,300.00	\$ 82,200.00	\$ 79,800.00
Built 1940 to 1949	\$ 81,900.00	\$ 82,300.00	\$ 70,200.00
Built 1939 or earlier	\$ 95,900.00	\$ 81,900.00	\$ 79,100.00

Source: 2021 5 Year Estimate Community Survey, Table 25107

Bartlesville Single Family Sales Activity

Upcoming in the report are tables that detail the sales activity for single-family homes in Bartlesville. This data is organized to highlight the sales for homes with different numbers of bedrooms - specifically, two, three, and four-bedroom units. Additionally, there is an overview that includes all housing units combined, providing a comprehensive look at the single-family home market in its entirety. This structure allows for a nuanced understanding of the sales trends across various types of single-family homes in Bartlesville.

FORECLOSURE RATES

The upcoming table in the report provides data on foreclosure rates in Washington County, as compiled by Attom Data. This information is current as of February 2023 and offers a valuable perspective on the state of housing stability and financial health in the region during that period. The inclusion of this data is crucial for understanding the economic challenges faced by homeowners in Washington County at that time.

	Foreclosure Rate, February 2023
United States	0.130%
State of Oklahoma	0.130%
Washington County	0.123%

Source: Attom Data - FRB-NY

As of February 2023, Washington County's foreclosure rate was reported at 0.123%, a figure that is marginally lower than both the statewide and nationwide rates, which stand at 0.130%. This comparison places Washington County slightly better off in terms of foreclosure rates compared to the broader averages. Despite this, the existence of foreclosures in the county still has potential implications for the local housing market.

Foreclosures, even at a rate slightly lower than average, can exert downward pressure on housing prices. Homes under foreclosure often sell at lower prices, which can affect the valuation of properties in the vicinity and potentially alter market dynamics. Additionally, the presence of foreclosures might lead to stricter lending standards by financial institutions, making it more challenging for potential buyers, particularly those with weaker credit profiles, to secure financing. Consequently, while Washington County's foreclosure rate is relatively stable, its impact on the housing market warrants ongoing attention.

RENTAL MARKET

This section of the report delves into the dynamics of supply and demand within the rental market of Washington County. The analysis is informed by a combination of publicly available data sources as well as proprietary surveys conducted with local landlords and an array of rental properties in the area. This approach ensures a comprehensive understanding of the current rental market landscape in the county.

2021 Rental Units by Gross Rent

Upcoming in the report is a table that outlines the gross rental rates across Washington County. It's important to clarify that 'gross rent' in this context refers to the total cost borne by

the renter, encompassing not only the contract rent but also all utility expenses like electricity, gas, water, sewer, and trash collection. However, it's worth noting that this figure does not include additional expenses such as telephone, cable, or internet services. This comprehensive view of gross rent provides a more accurate picture of the financial burden on renters and the affordability of rental units in the county.

	State of Oklahoma		Washington County		City of Bartlesville	
	Number	Percent	Number	Percent	Number	Percent
Total:	510477	100.00%	5733	100.00%	4587	100.00%
With cash rent:	469169	91.91%	5146	89.76%	4283	93.37%
Less than \$100	1636	0.32%	61	1.06%	61	1.33%
\$100 to \$149	1398	0.27%	25	0.44%	25	0.55%
\$150 to \$199	2159	0.42%	20	0.35%	20	0.44%
\$200 to \$249	6248	1.22%	102	1.78%	98	2.14%
\$250 to \$299	6769	1.33%	45	0.78%	45	0.98%
\$300 to \$349	6497	1.27%	185	3.23%	185	4.03%
\$350 to \$399	7007	1.37%	98	1.71%	69	1.50%
\$400 to \$449	8038	1.57%	144	2.51%	87	1.90%
\$450 to \$499	10154	1.99%	83	1.45%	51	1.11%
\$500 to \$549	13792	2.70%	145	2.53%	119	2.59%
\$550 to \$599	20442	4.00%	297	5.18%	241	5.25%
\$600 to \$649	23241	4.55%	300	5.23%	239	5.21%
\$650 to \$699	27853	5.46%	396	6.91%	322	7.02%
\$700 to \$749	30317	5.94%	505	8.81%	376	8.20%
\$750 to \$799	31096	6.09%	302	5.27%	260	5.67%
\$800 to \$899	60825	11.92%	518	9.04%	445	9.70%
\$900 to \$999	50165	9.83%	522	9.11%	479	10.44%
\$1,000 to \$1,249	87123	17.07%	830	14.48%	667	14.54%
\$1,250 to \$1,499	37498	7.35%	238	4.15%	232	5.06%
\$1,500 to \$1,999	27377	5.36%	221	3.85%	166	3.62%
\$2,000 to \$2,499	5623	1.10%	32	0.56%	32	0.70%
\$2,500 to \$2,999	1674	0.33%	0	0.00%	0	0.00%
\$3,000 to \$3,499	951	0.19%	38	0.66%	25	0.55%
\$3,500 or more	1286	0.25%	39	0.68%	39	0.85%
No cash rent	41308	8.09%	587	10.24%	304	6.63%

Median Gross Rent	\$ 862.00	\$ 778.00	\$ 789.00
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Source: 2021 5 Year Estimate Community Survey, Tables B25063 and B25064

The median gross rent in Washington County is estimated at \$778, which is approximately 9.75% lower than Oklahoma's median gross rent of \$862 per month. In Bartlesville, the median gross rent is slightly higher, estimated at \$789.

MEDIAN GROSS RENT BY YEAR OF CONSTRUCTION

The upcoming table in the report provides detailed information on median gross rent in relation to the year of construction of housing units, drawing from data supplied by the American Community Survey. It's important to note that where dashes appear in the table, they signify instances where the Census Bureau did not have sufficient data to determine a median rent value for those particular categories of housing unit construction. This data is vital in understanding how the age and condition of housing units influence rental prices within the community.

	State of Oklahoma Median Rent	Washington County Median Rent	City of Bartlesville Median Rent
Total:			
Built 2020 or later	\$ 1,279.00	-	-
Built 2010 to 2019	\$ 1,075.00	\$ 896.00	\$ 1,010.00
Built 2000 to 2009	\$ 965.00	\$ 698.00	\$ 808.00
Built 1990 to 1999	\$ 860.00	\$ 780.00	\$ 818.00
Built 1980 to 1989	\$ 825.00	\$ 715.00	\$ 687.00
Built 1970 to 1979	\$ 810.00	\$ 725.00	\$ 704.00
Built 1960 to 1969	\$ 832.00	\$ 720.00	\$ 725.00
Built 1950 to 1959	\$ 871.00	\$ 886.00	\$ 922.00
Built 1940 to 1949	\$ 837.00	\$ 796.00	\$ 781.00
Built 1939 or earlier	\$ 820.00	\$ 845.00	\$ 882.00

Note: Dashes indicate the Census Bureau had insufficient data to estimate a median gross rent.

Source: 2021 5 Year Estimate Community Survey, Tables 251111

The highest median gross rent in Washington County is found in housing units constructed in Bartlesville after 2010, amounting to \$1,010 per month. For a household to afford this level of rent comfortably, an annual income of at least \$40,380 would be required. This figure is calculated based on the general guideline that housing costs should not exceed 30% of a household's income.

SUMMARY OF HUD SUBSIDIZED PROPERTIES

The subsequent tables in this section provide a comprehensive overview of housing units and households that receive subsidies from the United States Department of Housing and Urban Development (HUD). This data, encompassing Washington County, the State of Oklahoma, and the United States, is sourced from HUD's "Picture of Subsidized Households" for the year 2021, which is the most recent dataset available. These tables offer valuable insights into the scope and scale of HUD's efforts in providing affordable housing solutions across different levels of government.

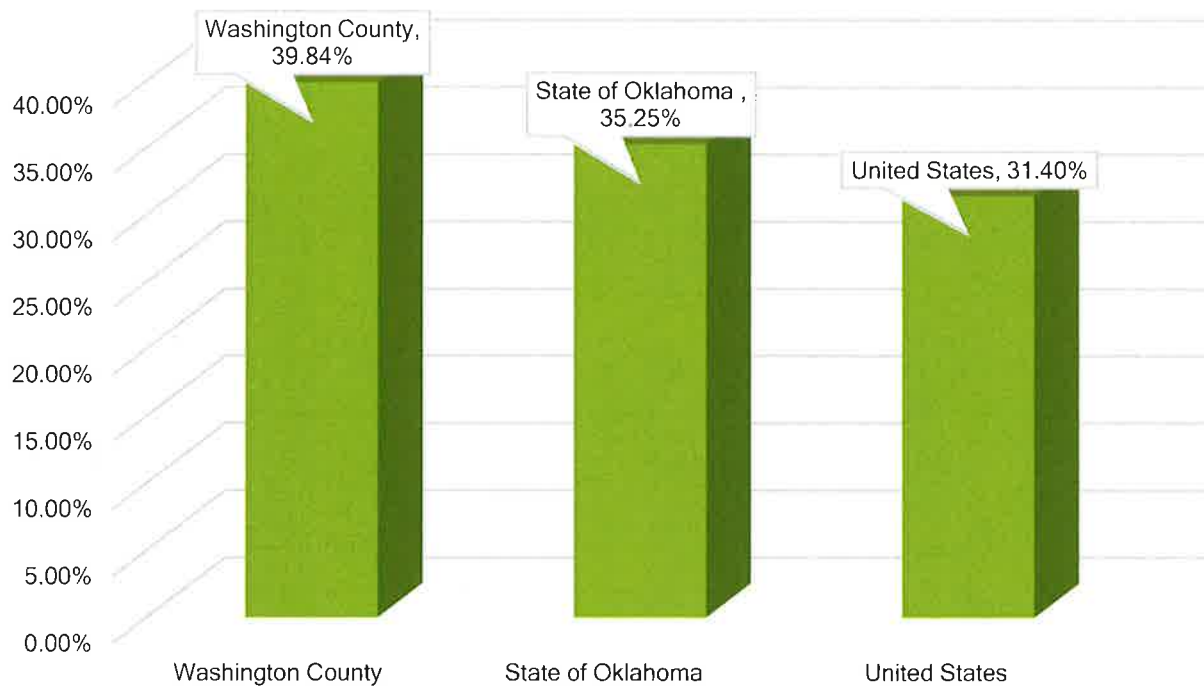
HUD Programs in Washington County

United States	# Units	Occupancy Rate	Average Household Income	Tenant Contribution	Federal Contribution	% of Total Rent
Public Housing	907,550	92%	\$ 17,033.00	374	787	32.21%
Housing Choice Vouchers	2,718,084	83%	\$ 16,610.00	420	948	30.70%
Mod Rehab	14,431	99%	\$ 10,946.00	265	812	24.61%
Project Based Section 8	1,314,211	92%	\$ 14,405.00	337	936	26.47%
202/PRAC	124,839	97%	\$ 15,052.00	343	482	41.58%
811/PRAC	33,820	92%	\$ 13,113.00	308	507	37.79%
State of Oklahoma	# Units	Occupancy Rate	Average Household Income	Tenant Contribution	Federal Contribution	% of Total Rent
Public Housing	10,939	89%	\$ 14,137.00	279	623	31%
Housing Choice Vouchers	27,899	80%	\$ 12,289.00	309	640	33%
Mod Rehab	82	84%	\$ 6,060.00	155	563	22%
Project Based Section 8	13,018	89%	\$ 10,232.00	239	598	29%
202/PRAC	1,117	92%	\$ 14,554.00	326	196	62%
811/PRAC	709	93%	\$ 12,196.00	275	288	49%
Washington County	# Units	Occupancy Rate	Average Household Income	Tenant Contribution	Federal Contribution	% of Total Rent
Public Housing	0	N/A	N/A	N/A	N/A	N/A
Housing Choice Vouchers	41	91%	\$ 12,554.00	317	630	33%
Mod Rehab	0	N/A	N/A	N/A	N/A	N/A
Project Based Section 8	469	93%	\$ 10,599.00	245	500	33%
202/PRAC	40	98%	\$ 16,284.00	341	323	51%
811/PRAC	36	98%	\$ 12,296.00	285	341	46%

Source: U.S. Dept. of Housing and Urban Development, Picture of Subsidized Households - 2021

Within Washington County, under various HUD programs, there are a total of 586 housing units, maintaining a high overall occupancy rate of 95%. The households residing in these units have an average income of \$12,933.25. For these HUD-subsidized housing units, the total average monthly rent comes to \$745.50. Of this amount, the federal contribution averages \$448.50, accounting for 60.16% of the total rent, while the tenants' average contribution is around \$297.00, making up the remaining 39.84%.

Percentage of Total Rent Paid by Tenant - HUD Subsidized Properties



Source: U.S. Dept. of Housing and Urban Development, Picture of Subsidized Households - 2021

The upcoming table in the report provides a detailed look at select demographic variables characterizing households that reside in HUD-subsidized units. This information offers a deeper understanding of the composition and characteristics of these households, highlighting key aspects of the community benefiting from HUD's housing support.

Demographics of Persons in HUD Programs in Washington County

United States	# Units	% Single Mothers	% w/Disability	% Age 62+	% Age 62+ w/ Disability	% Minority
Public Housing	907550	32%	24%	36%	53%	71%
Housing Choice Vouchers	2718084	35%	25%	32%	67%	70%
Mod Rehab	14431	15%	40%	34%	71%	72%
Project Based Section 8	1314211	23%	19%	52%	27%	57%
202/PRAC	124839	0%	7%	1%	7%	50%
811/PRAC	33820	2%	92%	29%	97%	35%

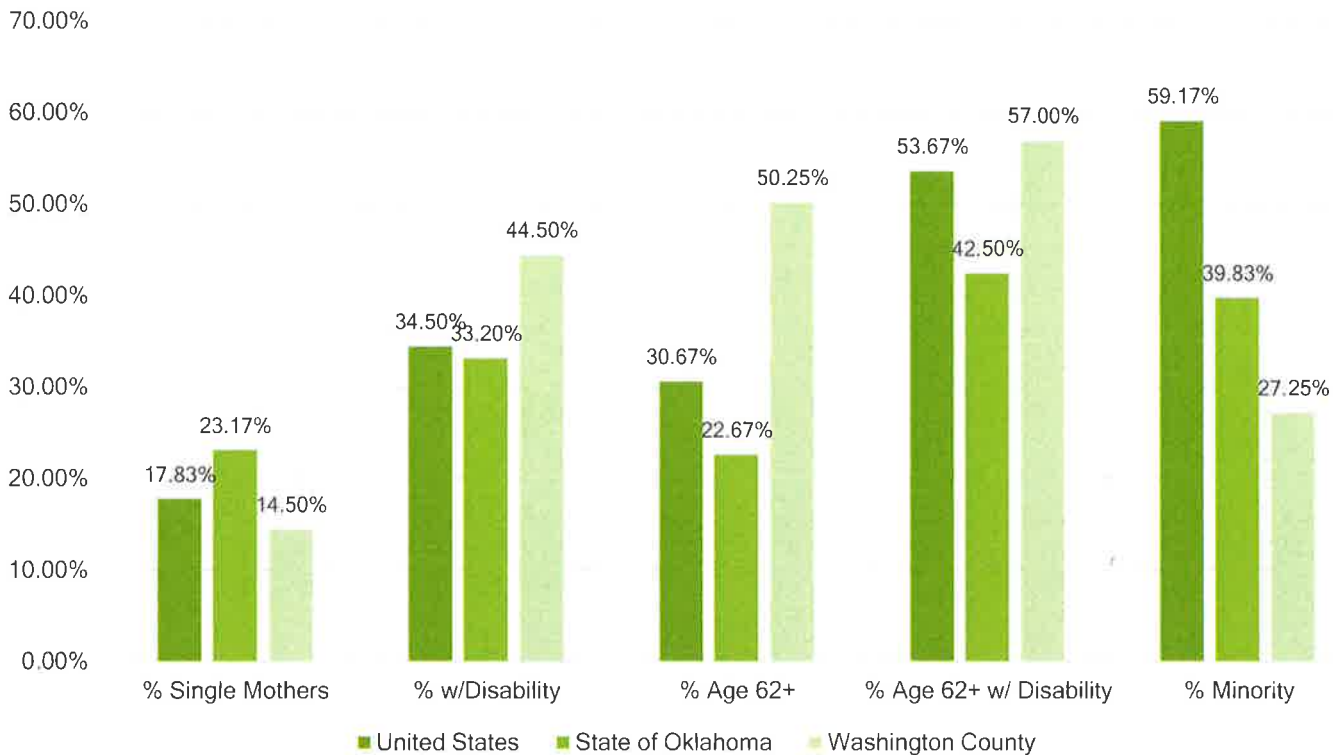
State of Oklahoma	# Units	% Single Mothers	% w/Disability	% Age 62+	% Age 62+ w/ Disability	% Minority
Public Housing	10939	27%	26%	35%	60%	40%
Housing Choice Vouchers	27899	40%	27%	26%	76%	64%
Mod Rehab	82	39%	18%	15%	67%	51%
Project Based Section 8	13018	32%	20%	36%	39%	42%
202/PRAC	1117	0%	11%	1%	12%	22%
811/PRAC	709	1%	97%	23%	1%	20%

Washington County	# Units	% Single Mothers	% w/Disability	% Age 62+	% Age 62+ w/ Disability	% Minority
Public Housing	0	N/A	N/A	N/A	N/A	N/A
Housing Choice Vouchers	41	20%	48%	40%	81%	40%
Mod Rehab	0	N/A	N/A	N/A	N/A	N/A
Project Based Section 8	469	38%	15%	39%	34%	29%
202/PRAC	40	0%	15%	100%	13%	21%
811/PRAC	36	0%	100%	22%	100%	19%

Source: U.S. Dept. of Housing and Urban Development, Picture of Subsidized Households - 2021

In the surveyed housing units, 14.50% are occupied by single parents with female heads of household. A significant 44.50% of these households include at least one person with a disability. Furthermore, in over half of the households, specifically 50.25%, either the householder or their spouse is aged 62 or above. Within this senior demographic, 57.00% of the households have one or more members with disabilities. Additionally, 27.25% of the households are identified as belonging to racial or ethnic minority groups.

Average Demographics in HUD Programs



Source: U.S. Dept. of Housing and Urban Development, Picture of Subsidized Households - 2021

Projected Housing Need

CONSOLIDATED HOUSING AFFORDABILITY STRATEGY (CHAS)

This section of the report is dedicated to analyzing data from the U.S. Department of Housing and Urban Development's Consolidated Housing Affordability Strategy (CHAS) for Washington County. The CHAS data is a critical tool in understanding housing needs, as it categorizes these needs across various household income thresholds. These thresholds are defined according to the HUD Area Median Family Income (HAMFI), which for the purpose of this report, is synonymous with Area Median Income (AMI). This data is invaluable as it provides the most comprehensive indicator of housing need segmented by household income levels as defined by HUD.

COST BURDEN BY INCOME THRESHOLD

The forthcoming table in the report will present CHAS data specific to Washington County, focusing on the housing cost burden as a percentage of household income. For renters, this cost includes contract rent plus any utilities not covered by the landlord, such as electricity, natural gas, and water (excluding costs like telephone, cable, or internet services). For homeowners, the costs encompass mortgage debt service or similar debts, utilities, property taxes, and property insurance.

A key aspect of this analysis is the identification of households that are cost overburdened. Households spending more than 30% of their gross income on housing costs (whether renters or owners) are considered overburdened. Those with housing costs exceeding 50% of their gross income are classified as "severely" overburdened. This data is crucial for understanding the extent of housing affordability challenges faced by different segments of the population in Washington County.

Washington County: CHAS - Housing Cost Burden by HAMFI

Household Income / Cost Burden	Owners		Renters	
	Number	Percent	Number	Percent
Income < 30% HAMFI	840		1,400	
Cost Burden Less Than 30%	190	22.62%	290	20.71%
Cost Burden Between 30%-50%	165	19.64%	185	13.21%
Cost Burden Greater Than 50%	395	47.02%	790	56.43%
Not Computed (no/negative income)	85	10.12%	135	9.64%
Income 30%-50% HAMFI	1,440		1,195	
Cost Burden Less Than 30%	915	63.54%	375	31.38%
Cost Burden Between 30%-50%	385	26.74%	630	52.72%
Cost Burden Greater Than 50%	140	9.72%	190	15.90%
Not Computed (no/negative income)	0	0.00%	0	0.00%
Income 50%-80% HAMFI	2,315		1,290	
Cost Burden Less Than 30%	1,875	80.99%	1005	77.91%
Cost Burden Between 30%-50%	380	16.41%	240	18.60%
Cost Burden Greater Than 50%	60	2.59%	45	3.49%
Not Computed (no/negative income)	0	0.00%	0	0.00%
Income 80%-100% HAMFI	1,360		590	
Cost Burden Less Than 30%	1,240	91.18%	580	98.31%
Cost Burden Between 30%-50%	110	8.09%	10	1.69%
Cost Burden Greater Than 50%	10	0.74%	0	0.00%
Not Computed (no/negative income)	0	0.00%	0	0.00%
All Incomes	14,515	100.00%	5,860	100.00%
Cost Burden Less Than 30%	12,485	86.01%	3,600	61.43%
Cost Burden Between 30%-50%	1,335	9.20%	1,065	18.17%
Cost Burden Greater Than 50%	609	4.20%	1060	18.09%
Not Computed (no/negative income)	85	0.59%	135	2.30%

Source: 2016-2020 HUD Comprehensive Housing Affordability Strategy, Table 8

The upcoming table in the report succinctly summarizes data for households in Washington County that are experiencing a cost burden greater than 30% of their gross income. This summary will provide a clear overview of the proportion of households facing this financial strain. Following this table, a comparative chart will be presented. This chart will juxtapose Washington County's figures with those of the State of Oklahoma and the United States, offering a broader perspective on how the county fares in terms of housing affordability relative to larger geographic entities. This comparison is crucial for understanding Washington County's position within wider regional and national contexts regarding housing cost burdens.

Washington County: Households by Income by Cost Burden

Income Distribution Overview	Owner	Percent	Renter	Percent	Total
Household Income less-than or= 30% HAMFI	840	38%	1,400	63%	2,240
Household Income >30% to less-than or= 50% HAMFI	1,440	55%	1,195	45%	2,635
Household Income >50% to less-than or= 80% HAMFI	2,315	64%	1,290	36%	3,605
Household Income >80% to less-than or=100% HAMFI	1,360	70%	590	30%	1,950
Household Income >100% HAMFI	8,565	86%	1,385	14%	9,950
Total	14,520	71%	5,860	29%	20,380

Source: 2016-2020 HUD Comprehensive Housing Affordability Strategy, Table 8

SUBSTANDARD CONDITIONS / OVERCROWDING BY INCOME THRESHOLD

In the forthcoming section of the report, a table will be presented that summarizes data on substandard housing conditions and overcrowding in Washington County, with a focus on the differentiation between owner-occupied and renter-occupied units and across various HUD Area Median Family Income (HAMFI) income thresholds. Substandard housing conditions, as defined by HUD, refer to any housing unit that lacks either complete plumbing or a complete kitchen.

To further clarify, a unit is considered to lack complete plumbing if it is missing any of the following: hot and cold running water, a flush toilet, or a bathtub or shower. These facilities do not necessarily need to be located in the same room. Similarly, a housing unit is deemed to have an incomplete kitchen if it lacks any one of these three items: a sink with a faucet, a stove or range, or a refrigerator.

Additionally, the concept of overcrowding in households is addressed in this data. A household is labeled as "overcrowded" if there are more than 1.0 persons per room, considering not just bedrooms but all rooms, including living rooms and kitchens. Furthermore, a household is considered "severely overcrowded" if there are more than 1.5 persons per room. This section of the report thus aims to provide a detailed understanding of the extent and nature of substandard living conditions and overcrowding in Washington County, segmented by income and tenure.

Washington County: CHAS - HAMFI by Substandard Conditions / Overcrowding

Household Income / Housing Problem	Owners		Renters	
	Number	Percent	Number	Percent
Income < 30% HAMFI	840		1,400	
Between 1.0 and 1.5 Persons per Room	4	0.48%	40	2.86%
More than 1.5 Persons per Room	0	0.00%	0	0.00%
Lacks Complete Kitchen or Plumbing	4	0.48%	190	13.57%
Income 30%-50% HAMFI	1,440		1,195	
Between 1.0 and 1.5 Persons per Room	4	0.28%	10	0.84%
More than 1.5 Persons per Room	35	2.43%	0	0.00%
Lacks Complete Kitchen or Plumbing	25	1.74%	20	1.67%
Income 50%-80% HAMFI	2,315		1,290	
Between 1.0 and 1.5 Persons per Room	10	0.43%	30	2.33%
More than 1.5 Persons per Room	10	0.43%	4	0.31%
Lacks Complete Kitchen or Plumbing	10	0.43%	30	2.33%
Income 80%-100% HAMFI	1,360		590	
Between 1.0 and 1.5 Persons per Room	25	1.84%	30	5.08%
More than 1.5 Persons per Room	4	0.29%	0	0.00%
Lacks Complete Kitchen or Plumbing	10	0.74%	0	0.00%
All Incomes	14,515		5,860	
Between 1.0 and 1.5 Persons per Room	20	0.14%	135	2.30%
More than 1.5 Persons per Room	110	0.76%	4	0.07%
Lacks Complete Kitchen or Plumbing	145	1.00%	305	5.20%

Source: 2016-2020 HUD Comprehensive Housing Affordability Strategy, Table 3

The upcoming table in the report will provide a summary focusing on overcrowding, specifically targeting households where the occupancy exceeds 1.0 persons per room. This data will offer a detailed look at the prevalence of overcrowding within Washington County. Accompanying this table will be a comparative chart. This chart will juxtapose the data on overcrowding in Washington County against similar statistics from both the State of Oklahoma and the national level. This comparison is designed to contextualize the local data within broader geographic and demographic frameworks, offering insights into how Washington County stands in relation to the state and the nation in terms of housing overcrowding.

Washington County : Households by Income by Overcrowding

Household Income Threshold	Owners		Renters	
	Total	% > 1.0 Persons per Room	Total	% > 1.0 Persons per Room
Income < 30% HAMFI	840	0.48%	1400	2.86%
Income 30%-50% HAMFI	1,440	2.71%	1195	0.84%
Income 50%-80% HAMFI	2,315	0.86%	1290	2.64%
Income 80%-100% HAMFI	1,360	2.13%	590	5.08%
All Incomes	14,515	0.90%	5860	2.37%

Source: 2016-2020 HUD Comprehensive Housing Affordability Strategy, Table 3

Washington County: Households by Income by Substandard Conditions

Household Size/Type	Owners		Renters	
	Total	% Lacking Kitchen or Plumbing	Total	% Lacking Kitchen or Plumbing
Income < 30% HAMFI	840	0.48%	1,400	13.57%
Income 30%-50% HAMFI	1,440	1.74%	1,195	1.67%
Income 50%-80% HAMFI	2,315	0.43%	1,290	2.33%
Income 80%-100% HAMFI	1,360	0.74%	590	0.00%
All Incomes	14,515	1.00%	5,860	5.20%

Source: 2016-2020 HUD Comprehensive Housing Affordability Strategy, Table 3

COST BURDEN BY HOUSEHOLD TYPE

The forthcoming table in the report will offer an in-depth breakdown of households within Washington County. This analysis categorizes households based on HUD Area Median Family Income (HAMFI) levels, as well as by household type and size, further examining the extent of housing cost burden faced by each category. The household types, as defined by HUD, are classified into several distinct groups:

- **Elderly Family:** This includes households comprising two persons, where either or both individuals are aged 62 or over.
- **Small Family:** Defined as either a 2person household where neither individual is 62 or over, or families consisting of 3 or 4 persons of any age.
- **Large Family:** These are families that have 5 or more members.
- **Elderly NonFamily:** This category covers single persons aged 62 or over, as well as households of unrelated elderly individuals.
- **NonElderly, NonFamily:** This group encompasses all other types of households not covered in the above categories.

This table aims to provide a nuanced view of how housing costs impact different types of households, from families of various sizes to elderly individuals, both living alone and in nonfamily settings. The categorization by HUD provides a framework for understanding the diverse housing needs and challenges faced by different segments of the population in Washington County.

Washington County: CHAS - Housing Cost Burden by Household Type / HAMFI

Income, Household Size/Type	Owners				Renters	
	No. w/ Cost > 30%		Pct. w/ Cost > 30%		No. w/ Cost > 30%	
	Total	Income	Income	Total	Income	Income
Income < 30% HAMFI	840	185	22.02%	1,400	289	20.64%
Elderly Family	85	15	17.65%	10	4	40.00%
Small Family (2-4 persons)	230	20	8.70%	580	110	18.97%
Large Family (5 or more persons)	35	30	85.71%	15	0	0.00%
Elderly Non-Family	310	85	27.42%	410	75	18.29%
Non-Family, Non-Elderly	180	35	19.44%	380	100	26.32%
Income 30%-50% HAMFI	1,440	920	63.89%	1,195	374	31.30%
Elderly Family	205	110	53.66%	40	4	10.00%
Small Family (2-4 persons)	340	185	54.41%	415	110	26.51%
Large Family (5 or more persons)	130	125	96.15%	85	45	52.94%
Elderly Non-Family	535	345	64.49%	350	155	44.29%
Non-Family, Non-Elderly	235	155	65.96%	305	60	19.67%
Income 50%-80% HAMFI	2,315	1875	80.99%	1,290	1005	77.91%
Elderly Family	520	375	72.12%	130	115	88.46%
Small Family (2-4 persons)	595	490	82.35%	550	475	86.36%
Large Family (5 or more persons)	145	145	100.00%	75	40	53.33%
Elderly Non-Family	820	685	83.54%	140	85	60.71%
Non-Family, Non-Elderly	230	180	78.26%	390	290	74.36%
Income 80%-100% HAMFI	1,360	1245	91.54%	590	579	98.14%
Elderly Family	260	235	90.38%	4	4	100.00%
Small Family (2-4 persons)	530	505	95.28%	250	250	100.00%
Large Family (5 or more persons)	135	115	85.19%	50	50	100.00%
Elderly Non-Family	270	260	96.30%	65	65	100.00%
Non-Family, Non-Elderly	160	130	81.25%	220	210	95.45%
All Incomes	14,515	12,490	86.05%	5,860	3,587	61.21%
Elderly Family	3,065	2695	87.93%	294	222	75.51%
Small Family (2-4 persons)	5,735	5,115	89.19%	2,550	1700	66.67%
Large Family (5 or more persons)	1045	995	95.22%	265	175	66.04%
Elderly Non-Family	3,170	2515	79.34%	1075	465	43.26%
Non-Family, Non-Elderly	1,500	1170	78.00%	1,660	1025	61.75%

Source: 2016-2020 HUD Comprehensive Housing Affordability Strategy, Table 7

Washington County: Households under 80% AMI by Cost Burden

Household Size/Type	Owners				Renters	
	Total	No. w/ Cost > 30%	Pct. w/ Cost > 30%	Total	No. w/ Cost > 30%	Pct. w/ Cost > 30%
Income < 80% HAMFI	4,595	2,980	64.85%	3,885	1,668	42.93%
Elderly Family	810	500	61.73%	180	123	68.33%
Small Family (2-4 persons)	1,165	695	59.66%	1,545	695	44.98%
Large Family (5 or more persons)	310	300	96.77%	175	85	48.57%
Elderly Non-Family	1,665	1,115	66.97%	900	315	35.00%
Non-Family, Non-Elderly	645	370	57.36%	1,075	450	41.86%

Source: 2016-2020 HUD Comprehensive Housing Affordability Strategy, Table 7

In the next segment of the report, a series of tables will be presented, detailing data categorized by household type and the presence of any housing problems. These problems are defined by HUD according to specific criteria, encompassing a range of issues that affect the quality of life and financial stability of the households. The criteria for identifying housing problems include:

- Households where housing costs exceed 30% of their income, categorizing them as cost-overburdened. This is a common benchmark used to assess the affordability of housing relative to household income.
- Households living in units that lack complete plumbing or a complete kitchen, classifying these as substandard housing units. This criterion addresses the basic living standards expected in a housing unit.
- Households residing in units that are overcrowded, defined as having more than 1.0 persons per room. This measure goes beyond just bedrooms to include all rooms in the dwelling.

This section of the report aims to provide a comprehensive view of the extent and nature of housing problems within various household types in the community. By doing so, it offers valuable insights into the areas where intervention or support may be most needed.

Washington County: CHAS - Housing Problems by Household Type and HAMFI

Income, Household Size/Type	Owners				Renters	
	Total	No. w/ Cost > 30%	Pct. w/ Cost > 30%	Total	No. w/ Cost > 30%	Pct. w/ Cost > 30%
		Income	Income	Income	Income	Income
Income < 30% HAMFI	840	569	67.74%	1,400	1079	77.07%
Elderly Family	85	65	76.47%	10	4	40.00%
Small Family (2-4 persons)	230	170	73.91%	580	465	80.17%
Large Family (5 or more persons)	35	4	11.43%	15	15	100.00%
Elderly Non-Family	310	220	70.97%	410	320	78.05%
Non-Family, Non-Elderly	180	110	61.11%	380	275	72.37%
Income 30%-50% HAMFI	1,440	525	36.46%	1,195	820	68.62%
Elderly Family	205	95	46.34%	40	35	87.50%
Small Family (2-4 persons)	340	115	33.82%	415	305	73.49%
Large Family (5 or more persons)	130	45	34.62%	85	40	47.06%
Elderly Non-Family	535	190	35.51%	350	195	55.71%
Non-Family, Non-Elderly	235	80	34.04%	305	245	80.33%
Income 50%-80% HAMFI	2,315	455	19.65%	1,290	290	22.48%
Elderly Family	520	145	27.88%	130	15	11.54%
Small Family (2-4 persons)	595	110	18.49%	550	75	13.64%
Large Family (5 or more persons)	145	15	10.34%	75	45	60.00%
Elderly Non-Family	820	135	16.46%	140	55	39.29%
Non-Family, Non-Elderly	230	50	21.74%	390	100	25.64%
Income > 80% HAMFI	9,925	620	6.25%	1975	115	5.82%
Elderly Family	260	105	40.38%	115	25	21.74%
Small Family (2-4 persons)	530	220	41.51%	1005	20	1.99%
Large Family (5 or more persons)	135	110	81.48%	90	25	27.78%
Elderly Non-Family	270	120	44.44%	175	40	22.86%
Non-Family, Non-Elderly	160	65	40.63%	590	25	4.24%
All Incomes	14,515	2,169	14.94%	5,860	2,304	39.32%
Elderly Family	2,260	410	18.14%	294	79	26.87%
Small Family (2-4 persons)	4,575	615	13.44%	2,550	865	33.92%
Large Family (5 or more persons)	735	174	23.67%	265	125	47.17%
Elderly Non-Family	1,505	665	44.19%	1075	610	56.74%
Non-Family, Non-Elderly	855	305	35.67%	1,660	645	38.86%

Source: 2016-2020 HUD Comprehensive Housing Affordability Strategy, Table 16

Washington County: Households under 80% AMI by Housing Problems

Household Size/Type	Owners				Renters	
	Total	No. w/ Cost	Pct. w/ Cost	Total	No. w/ Cost	Pct. w/ Cost
		> 30%	> 30%		> 30%	> 30%
Income < 80% HAMFI	4,595	1,549	33.71%	3,885	2,189	56.34%
Elderly Family	810	305	37.65%	180	54	30.00%
Small Family (2-4 persons)	1,165	395	33.91%	1,545	845	54.69%
Large Family (5 or more persons)	310	64	20.65%	175	100	57.14%
Elderly Non-Family	1,665	545	32.73%	900	570	63.33%
Non-Family, Non-Elderly	645	240	37.21%	1,075	620	57.67%

Source: 2016-2020 HUD Comprehensive Housing Affordability Strategy, Table 7

HOUSING PROBLEMS BY RACE / ETHNICITY

In the forthcoming section of the report, tables will summarize housing problems in Washington County, as previously defined, with a focus on how these issues intersect with race and ethnicity, and are influenced by HUD Area Median Family Income (HAMFI) thresholds. This analysis adheres to the guidelines set out in CFR 91.305(b)(1)(ii)(2), which address the concept of disproportionate need among racial or ethnic groups.

According to this regulation, a racial or ethnic group is considered to have a disproportionate need if the percentage of individuals facing a specific housing problem within that group is at least 10 percentage points higher than the overall percentage in the same category of need. This approach allows for an in-depth examination of how housing challenges disproportionately impact different racial and ethnic groups within the community, offering insights crucial for addressing equity in housing policy and support measures.

Washington County: CHAS - Housing Problems by Race / Ethnicity and HAMFI

Income, Race / Ethnicity	Owners				Renters	
	Total	No. w/ Housing	Pct. w/ Housing	Total	No. w/ Housing	Pct. w/ Housing
		Problems	Problems		Problems	Problems
Income < 30% HAMFI	11885	560	4.71%	3,425	1030	30.07%
White alone, non-Hispanic	10130	495	4.89%	2610	780	29.89%
Black or African-American alone	140	15	10.71%	125	70	56.00%
Asian alone	185	0	0.00%	110	25	22.73%
American Indian alone	970	10	1.03%	385	70	18.18%
Pacific Islander alone	0	0	0.00%	0	0	0.00%
Hispanic, any race	460	40	8.70%	195	85	43.59%
Income 30%-50% HAMFI	1,290	525	40.70%	975	725	74.36%
White alone, non-Hispanic	960	420	43.75%	660	505	76.52%
Black or African-American alone	50	35	70.00%	110	65	59.09%
Asian alone	0	10	0.00%	0	0	0.00%
American Indian alone	195	45	23.08%	100	100	100.00%
Pacific Islander alone	0	0	0.00%	0	0	0.00%
Hispanic, any race	85	15	17.65%	105	55	52.38%
Income 50%-80% HAMFI	579	394	68.05%	1,000	260	26.00%
White alone, non-Hispanic	540	365	67.59%	760	175	23.03%
Black or African-American alone	15	15	100.00%	45	15	33.33%
Asian alone	10	0	0.00%	25	0	0.00%
American Indian alone	10	10	100.00%	100	25	25.00%
Pacific Islander alone	0	0	0.00%	0	0	0.00%
Hispanic, any race	4	4	100.00%	70	45	64.29%
Income 80%-100% HAMFI	89	85	95.51%	139	15	10.79%
White alone, non-Hispanic	75	75	100.00%	100	15	15.00%
Black or African-American alone	0	0	0.00%	4	0	0.00%
Asian alone	0	0	0.00%	0	0	0.00%
American Indian alone	4	0	0.00%	35	0	0.00%
Pacific Islander alone	0	0	0.00%	0	0	0.00%
Hispanic, any race	10	10	100.00%	0	0	0.00%
All Incomes	13,843	1,564	11.30%	5,539	2,030	36.65%
White alone, non-Hispanic	11,705	1,355	11.58%	4,130	1,475	35.71%
Black or African-American alone	205	65	31.71%	284	150	52.82%
Asian alone	195	10	5.13%	135	25	18.52%
American Indian alone	1,179	65	5.51%	620	195	31.45%
Pacific Islander alone	0	0	0.00%	0	0	0.00%
Hispanic, any race	559	69	12.34%	370	185	50.00%

Source: 2016-2020 HUD Comprehensive Housing Affordability Strategy, Table 1

Washington County: Households under 80% AMI by Race/Ethnicity

Household Size/Type	Owners			Renters		
	Total	No. w/ Housing Problems	Pct. w/ Housing Problems	Total	No. w/ Housing Problems	Pct. w/ Housing Problems
Income < 80% HAMFI	13,754	1,479	10.75%	5,400	2,015	37.31%
White alone, non-Hispanic	11,630	1,280	11.01%	4,030	1,460	36.23%
Black or African-American alone	205	65	31.71%	280	150	53.57%
Asian alone	195	10	5.13%	135	25	18.52%
American Indian alone	1,175	65	5.53%	585	195	33.33%
Pacific Islander alone	0	0	0.00%	0	0	0.00%
Hispanic, any race	549	59	10.75%	370	185	50.00%

Source: 2016-2020 HUD Comprehensive Housing Affordability Strategy, Table 7

CHAS CONCLUSIONS

The data analyzed from the Consolidated Housing Affordability Strategy (CHAS) highlights several critical areas of need within Washington County's population. A key finding is that the most significant housing challenges are faced by households earning less than 30% of the Area Median Income (AMI). However, other notable areas of concern have also emerged:

- Among households with incomes below 50% of the AMI, there is a substantial number of both renters and homeowners who are cost overburdened. Specifically, there are 1,795 renter households and 1,085 homeowner households in this income bracket facing significant housing cost burdens.
- Focusing on elderly households earning less than 50% of the AMI, the data reveals that 238 renter households and 555 homeowner households are struggling with housing costs.
- Racial and ethnic disparities are evident in housing challenges. About half of Hispanic renters (50.00%) and a slightly higher percentage of African-American renters (53.57%) with incomes less than 80% of the AMI are facing one or more housing problems.
- Among Hispanic homeowners with incomes below 80% of the AMI, 10.75% are experiencing housing-related issues.

These findings underscore the need for targeted interventions to address the diverse and often severe housing needs across different income levels, age groups, and racial and ethnic demographics in Washington County.

OVERALL ANTICIPATED HOUSING DEMAND

The future demand for housing units in Washington County can be projected by analyzing trends in population and household growth. This estimation considers various factors including employment base increases within the city and demographic trends. For a comprehensive understanding, data from both the U.S. Census Bureau and local sources have been utilized. Details on changes in households and population, key to forecasting housing demand, have been outlined in a previous section of this report. The anticipated future demand is calculated not just for Washington County as a whole but also specifically for Bartlesville. The methodology and results of these calculations are presented in the following tables.

Bartlesville Anticipated Demand

In Bartlesville, households have grown at an annually compounded rate of 0.35% from 2010 to 2021. Based on the U.S. Census Bureau data, the composition of these households was estimated to be 68.00% owner-occupied and 32.00% renter-occupied. To estimate the number of additional housing units required to meet the growing demand, these percentages are applied to the projected increase in households. It is important to note, however, that these figures are estimates and should be used as guidelines rather than definitive predictions of rental and owner housing needs. The calculations and their implications are detailed in the subsequent section.

Year	2021	2022	2023	2024	2025	2026	2027
Household Estimates	17,245	17,292	17,292	17,353	17,413	17,474	17,535
Owner %: 68.00%	11,727	11,759	11,759	11,800	11,841	11,882	11,924
Renter %: 32.00%	5,518	5,533	5,533	5,553	5,572	5,592	5,611

Total New Owner Households: 165

Total New Renter Households: 78

Based on the estimated household growth rate of 0.35% per year, it is projected that Bartlesville will require an additional 165 housing units for ownership and 78 units for rent over the next five years. This projection breaks down to approximately 33 new units for ownership and 16 units for rent each year, addressing the anticipated growth in housing demand.

Washington County Anticipated Demand

In Washington County, household growth has been observed at an annually compounded rate of 0.24% from 2010 to 2021. Utilizing data from the U.S. Census Bureau, the composition of these households is estimated with 71.87% being owner-occupied and 28.13% renter-occupied. To estimate the number of additional units required to meet the increasing demand, these ownership and rental percentages are applied to the projected growth in households. This calculation provides a framework for estimating the future need for both rental and owner-occupied housing units in the county. However, it's important to treat these figures as estimates and guidelines, not definitive predictions, of the upcoming housing requirements. The specific calculations and their implications are detailed in the subsequent sections of the report.

Year	2021	2022	2023	2024	2025	2026	2027
Household Estimates	17,245	17,292	24,950	25,012	25,075	25,138	25,200
Owner %: 68.00%	11,727	11,759	17,932	17,976	18,021	18,066	18,112
Renter %: 32.00%	5,518	5,533	7,018	7,036	7,054	7,071	7,089

Total New Owner Households: 180

Total New Renter Households: 70

Based on the estimated annual household growth rate of 0.24% in Washington County, it is projected that there will be a need for 180 new housing units for ownership and 70 units for rent over the next five years. This demand breaks down to approximately 37 new units for ownership and 10 units for rent each year. These figures reflect the anticipated requirements to accommodate the growing housing needs in the county.

Housing Demand - Population Subsets

In this section, we will explore the forecasted housing needs and trends for specific population subsets in Washington County over the next five years. These forecasts are derived from the overall housing trends projected for the county in the coming half-decade.

Housing Needs by Income Thresholds

The initial table in this section will focus on the future housing needs and trends for households in Washington County, segmented by various income thresholds. These thresholds include households with incomes below 30%, 50%, and 80% of the Area Median Income (AMI), and the analysis will differentiate between owner-occupied and renter-occupied households.

The forecasts are primarily based on data from the HUD Consolidated Housing Affordability Strategy that was presented earlier. It is estimated that households with incomes below 60% of the AMI constitute approximately 120% of the number of households at the 50% AMI threshold. It is important to note that these figures are cumulative and should not be summed across different income thresholds. This approach allows for a nuanced understanding of the varying housing needs across different income levels within the county, providing crucial insights for targeted housing policies and interventions.

Washington County: 2023-2027 Housing Needs by Income Threshold

	Owner Subset %	Renter Subset %	Owners	Renters	Total
Total New Demand: 2021-2027	100.00%	100.00%	180	70	250
Less than 30% AMI	5.80%	23.89%	10	17	27
Less than 50% AMI	15.70%	44.28%	28	31	59
Less than 80% AMI	31.70%	66.30%	57	46	103

Elderly Housing Needs

The upcoming table in the report will focus on the future housing needs and trends specifically for households with elderly persons, defined as those aged 62 and above. This analysis will draw upon the overall housing trends previously outlined in the report, utilizing the 2008-2012 CHAS (Consolidated Housing Affordability Strategy) data, with a particular emphasis on information from CHAS Table 16.

This table will provide a detailed breakdown of elderly housing needs, segmented by income threshold and tenure. The inclusion of these factors allows for a comprehensive understanding of the housing situation for elderly populations in Washington County, considering both their financial capabilities and their preferences or requirements for housing as owners or renters. This data is vital for planning and addressing the specific housing needs of the elderly demographic, which often has unique requirements in terms of accessibility, proximity to services, and community support structures.

	Owner Subset %	Renter Subset %	Elderly Owners	Elderly Renters	Elderly Total
Total New Elderly (62+) Demand: 2015-2020	21.15%	21.07%	38	15	53
Elderly less than 30% AMI	2.77%	3.39%	1	1	2
Elderly less than 50% AMI	9.45%	16.95%	3	5	8
Elderly less than 80% AMI	26.38%	61.02%	15	28	43

Housing Needs for Persons with Disabilities / Special Needs

The subsequent table in the report will concentrate on the projected trends and housing needs for households that include at least one member with a disability. This assessment is based on HUD's CHAS Table 6, which identifies disabilities including hearing or vision impairments, ambulatory limitations, cognitive limitations, self-care limitations, and limitations in independent living.

Similar to the previous tables, this analysis will also segment the data by income threshold and tenure. This approach ensures a thorough understanding of how different levels of income and housing arrangements (ownership vs. renting) intersect with the housing needs of persons with disabilities or special needs. The table aims to provide insights crucial for developing housing policies and programs that are inclusive and responsive to the unique requirements of this demographic in Washington County.

Washington County: 2023-2027 Housing Needs for Persons with Disabilities

	Owner Subset %	Renter Subset %	Disabled Owners	Disabled Renters	Disabled Total
Total New Disabled Demand (2015-2020)	54.63%	18.72%	98	13	111
Disabled less than 30% AMI	8.25%	4.91%	15	3	18
Disabled less than 50% AMI	18.40%	10.06%	33	7	40
Disabled less than 80% AMI	29.13%	13.94%	52	10	62

Housing Needs for Veterans

In this section of the report, the focus shifts to the housing needs of households that include at least one veteran. Since data specific to veterans' housing needs is not available through HUD's Consolidated Housing Affordability Strategy, this analysis relies on alternative data sourced from the U.S. Census Bureau.

The data provided will be categorized not only by tenure, distinguishing between homeownership and rental situations, but also by poverty status and disability status. This multi-faceted approach is designed to offer a comprehensive view of the various factors affecting the housing situations of veterans. By examining these different dimensions, the report aims to highlight the unique challenges and needs faced by veterans in securing adequate housing and to provide insights that can inform policies and initiatives aimed at supporting this significant segment of the population in Washington County.

Washington County: 2023-2027 Housing Needs for Veterans:

	%	Owner Subset	Renter Subset	Veteran Owners	Veteran Renters	Veteran Total
Total New Demand (2015-2020)		100.00%	100.00%	180	70	250
Total Veteran Demand		10.86%	10.86%	20	8	27
Veterans with Disabilities		3.64%	3.64%	7	3	9
Veterans Below Poverty		0.33%	0.33%	1	0	1
Disabled Veterans Below Poverty		0.24%	0.24%	0	0	1

Housing Needs for Working Families

The final table in this segment of the report will address the housing needs of working families. In this context, 'working families' are defined as family units (households with at least two members related by blood or marriage) where at least one member is employed. This specific focus acknowledges the unique housing challenges and requirements that working families might face.

Similar to the approach taken for assessing veterans' housing needs, this analysis cannot utilize data from HUD's Consolidated Housing Affordability Strategy. Therefore, the report turns to the Census Bureau's American Community Survey for relevant data, specifically referencing table B23007. This data will be further categorized to distinguish households with the presence of children under the age of 18.

By breaking down the data in this manner, the report aims to offer a nuanced understanding of how employment status and family composition, particularly the presence of children, impact the housing needs and preferences of families. This information is crucial for tailoring housing policies and programs to better support the stability and growth of working families in Washington County.

Washington County: 2023-2027 Housing Needs for Working Families

	Owner Subset %	Renter Subset %	Owners	Renters	Total
Total New Demand (2015-2020)	100.00%	100.00%	180	70	250
Total Working Families	64.60%	64.60%	116	45	162
Working Families with Children Present	27.76%	27.76%	50	19	69

Population Subset Conclusions

The projected population and household growth in Washington County over the next five years indicates a need for an additional 250 housing units. The breakdown of these requirements by specific population subsets highlights varying needs within the community:

- A notable portion, consisting of 86 units, will be required to accommodate households earning less than 50% of the Area Median Income. This points to a significant demand for affordable housing options in the county.
- For elderly households, specifically those aged 62 and above and earning less than 50% of the Area Median Income, there will be a need for 10 additional units. This figure underscores the importance of housing that is both affordable and suitable for older residents.
- Among households with disabilities or special needs, also earning less than 50% of Area Median Income, there is a projected need for 58 units. This highlights a critical demand for housing that is not only affordable but also accessible and tailored to the needs of individuals with disabilities.
- There is a relatively smaller, yet significant, need for housing among veterans living below the poverty line, with 1 unit being required.
- Working families with children present in the household show a substantial need, with 69 units required. This underscores the importance of housing that supports the stability and growth of working families, particularly those with children.

Overall, the data emphasizes a strong requirement in Washington County for housing solutions that cater to affordability and accessibility, particularly for persons with disabilities or special needs and for working families with children. This insight is crucial for guiding future housing policy and development efforts in the county.

CONCLUSION AND STRATEGIC GOALS FOR BARTLESVILLE AND WASHINGTON COUNTY HOUSING

This detailed housing study for Bartlesville and Washington County has illuminated the multifaceted nature of local housing needs. The research, grounded in data from the U.S. Census Bureau, HUD's Consolidated Housing Affordability Strategy, and local surveys, reveals both challenges and opportunities. It provides a foundational understanding for strategic planning to address housing demands effectively over the next five years.

Strategic Five-Year Goals:

1. Expanding Affordable Housing Access:
 - Objective: Develop and facilitate access to at least 86 affordable housing units.
 - Strategies:
 - i. Implement incentive programs for developers to build affordable housing.
 - ii. Advocate for state and federal funding for funding and resources.
 - iii. Strengthen zoning and policy frameworks to support affordable housing development.
 - Expected Outcomes:
 - Increased availability of affordable housing units.
 - Enhanced socioeconomic diversity and stability in communities.
2. Senior-Friendly Housing Solutions:
 - Objective: Create 10 additional senior-accessible housing units tailored to the income levels and needs of elderly residents.
 - Strategies:
 - i. Collaborate with senior advocacy groups for tailored housing design.
 - ii. Advocate for state and federal funding for retrofitting existing units to enhance accessibility.
 - Expected Outcomes:
 - Improved quality of life for senior residents.
 - Reduction in senior housing crisis incidences.
3. Enhancing Housing for Disabled and Special Needs Populations:
 - Objective: Address the requirement of 58 housing units for disabled and special needs individuals.
 - Strategies:
 - i. Integrate universal design principles in new housing projects.
 - ii. Advocate for state and federal funding specifically earmarked for accessible housing.
 - Expected Outcomes:
 - Accessible housing that meets diverse needs.
 - Greater community inclusion for individuals with disabilities.

4. Targeted Support for Veterans:

- Objective: Develop tailored housing solutions for veterans living below the poverty line.
- Strategies:
 - i. Collaborate with veterans' associations to identify housing needs.
 - ii. Advocate for state and federal funding for impoverished veterans.
- Expected Outcomes:
 - Enhanced support and resources for veterans facing housing challenges.
 - Improved integration of veterans into community housing.

5. Supporting Working Families with Children:

- Objective: Facilitate the development of 69 housing units suitable for working families with children.
- Strategies:
 - i. Promote family-oriented residential areas with access to schools and parks.
 - ii. Implement housing subsidies or tax incentives for families.
- Expected Outcomes:
 - Stability and growth in family-oriented communities.
 - Enhanced access to quality housing for working families.

Necessity for a 2027 Housing Study Update:

Given the dynamic nature of demographic shifts, economic fluctuations, and evolving housing market trends, it's imperative to revisit and update this study in 2027. This future analysis will:

Assess Progress: Measure the effectiveness of implemented strategies against the set goals.

Adapt to Changing Needs: Identify new housing challenges and opportunities that emerge over the next five years.

Refine Strategies: Modify existing plans to align with updated data and community feedback.

Ensure Continued Relevance: Confirm that housing policies and programs are meeting the current and future needs of the community.

In summary, this comprehensive study serves as a strategic guide for addressing the diverse housing needs in Bartlesville and Washington County. By committing to these goals and embracing a flexible approach to policy development and implementation, the community can work towards a future where housing is a cornerstone of sustainable growth and quality of life for all residents. An update in 2027 will be crucial in sustaining this momentum and ensuring that housing strategies continue to resonate with and benefit the community effectively.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on a request to adopt an Ordinance amending Chapter 17, Streets, Sidewalks, and other Public Places, Article IV, Sidewalks, of the Bartlesville Municipal Code concerning the construction of sidewalks.

Attachments: Draft Ordinance (Red Text are Additions, Strikes are proposed removals).

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has undertaken a comprehensive review and revision of its sidewalk ordinances to address evolving urban planning challenges and ensure a pedestrian-friendly infrastructure. A new definition for "Legacy Subdivisions" has been incorporated, highlighting those subdivisions approved before 2000, which often lack sidewalks. While the mandate for sidewalks on both sides of arterial, collector, and residential streets remains, there's now an added provision exempting Legacy Subdivisions from sidewalk requirements if no sidewalks currently exist therein.

Additionally, the ordinance has been amended to stress the inclusion of sidewalks in any new or refurbished transportation projects, emphasizing the city's forward-thinking approach. The "sidewalk fee-in-lieu" section has seen changes as well, with the introduction of an option that addresses 'orphaned sidewalks' by collecting fees, allowing the city to focus on high-traffic pedestrian areas. This change emphasizes a strategic, interconnected approach to sidewalk development. Conversely, the previously existing "Payment in-kind option" within the fee-in-lieu section, which had several conditions tied to property changes, has been removed for simplification.

Furthermore, for "Critical Sidewalk Areas," the ordinance now provides clarity that these are areas within 100 feet of construction projects or existing sidewalks. Lastly, a previous restriction within the "Creation of Separate Fund; Use of Sidewalk Fees Collected" section, which limited the use of fees-in-lieu for specific sidewalk improvements, has been eliminated, allowing for potentially greater flexibility in fund allocation.

The updated also outlines comprehensive guidelines for sidewalk maintenance and repairs, categorizing responsibilities based on public sidewalks. Property owners are responsible for maintaining sidewalks, specifically addressing issues like uneven surfaces or gaps exceeding 1 inch. The ordinance details various hazards including height differences, cracks, protrusions, and erosion. Similar maintenance obligations extend to public sidewalks adjacent to properties. The ordinance also introduces a Cost Repair Partnership program, assisting property owners with repair costs exceeding \$500, subject to eligibility and documentation requirements. Additionally, the city assumes responsibility for major repairs of public sidewalks. The ordinance further

includes provisions for waiving permit fees for minor repairs, reinforcing the commitment to maintaining safe, accessible sidewalks. Enforcement measures are specified for non-compliance, emphasizing legal obligations and potential fines. The ordinance demonstrates a balanced approach to sidewalk upkeep, blending private and public responsibilities while ensuring pedestrian safety.

Together, these revisions reflect Bartlesville's proactive approach to enhance its pedestrian infrastructure, integrating both modern and legacy urban landscapes, and emphasizing safety, accessibility, and connectivity.

III. RECOMMENDED ACTION

Approval of the Amended Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 17, STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, ARTICLE IV, SIDEWALKS, OF THE BARTLESVILLE MUNICIPAL CODE CONCERNING THE CONSTRUCTION OF SIDEWALKS

WHEREAS, the City Council of the City of Bartlesville recognizes that a comprehensive, connected, and financially sustainable sidewalk network is a vital part of a multi modal transportation system that is essential for a healthy, vibrant, and sustainable community; and

WHEREAS, the City Council seeks to provide clarity and flexibility to residents and developers with regard to new sidewalk construction requirements in the city.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA:

Section 1. Chapter 17, Streets, Sidewalks, and Other Public Places, Article IV, Sidewalks, of the Bartlesville Municipal Code, is hereby amended to include new sections, currently reserved, to read as follows:

Section 17-61. - Scope.

The construction activities discussed in this Article are construction projects and must receive special attention in the permitting process, due to their frequency of occurrence and specific design/construction requirements. All of the activities herein require a permit in addition to other permits provided by other applicable ordinances.

Section 17-62. - Sidewalks and driveways.

A. Definitions. Unless otherwise provided, for the purposes of this section, the following words and phrases shall have the meanings given herein:

Curb shall be construed to mean the raised paved structure along the edge of a street.

Driveway shall be construed to mean any vehicular entrance or exit connected to any street.

~~**Private Sidewalk:** A private sidewalk refers to a pedestrian pathway or walkway that is situated on privately owned property and is intended for the use of the property owner and their invited guests or occupants. Private sidewalks are not maintained or owned by the municipality but are the responsibility of the property owner.~~

Public Sidewalk shall be construed to mean any paved walkway within the public right-of-way which is a public land parcel that includes the street and a strip of land on either side of the street. The right-of-way is typically owned and maintained by the city or local municipality. In addition, Public Sidewalks maybe located within easements that are

designated for public use. An easement is a legal right to use another's land for a specific limited purpose.

B. Permits. No person shall construct or repair any sidewalk, driveway, or curb in City of Bartlesville street right-of-way without having first procured a permit.

C. ~~Maintenance by Property Owner.~~ ~~The maintenance of sidewalks shall be a private responsibility. It shall be unlawful for any person, owner, his agent or representative, owning or having in his charge or under his control, any property in the City of Bartlesville, to permit any sidewalk or driveway abutting upon such property to become dilapidated or out of repair so as to endanger the public safety and the public travel thereon. In any instance where the responsible private party fails to maintain an abutting sidewalk or driveway in a safe condition and such failure becomes known to the Director, the Director shall determine the nature and extent of any repairs necessary to eliminate any existing hazard to public safety and travel, and he shall give written notice to such person to repair the sidewalk or driveway within ten (10) days. If the sidewalk or driveway is not properly repaired within ten (10) days after the service of notice, then the owner, agent or representative of such owner having charge of such property shall be deemed guilty of violating this article, and Chapter 11 of the Bartlesville Municipal Code. Each day that the sidewalk or driveway is left in an unsafe or dangerous condition after the expiration of the ten (10) days' time shall constitute a separate offense and be punished by a fine as provided in Chapter 11 of the Bartlesville Municipal Code.~~

D. ~~Permit application fee waiver for minor repair.~~ ~~The permit application fee for minor repair (as defined herein) of existing sidewalk shall be waived.~~

Section 17-63. - Required sidewalks and fee-in-lieu option.

A. Definitions. Words and terms not defined in this section shall have the meanings given to them by the Subdivision Regulations and Zoning Regulations of the City of Bartlesville ("City"), other ordinances of the City, and statutes of the State of Oklahoma, all as amended from time to time, or by common and ordinary usage if not defined elsewhere. For the purposes of this Section, the following words, terms, and phrases shall have the meanings prescribed in this Section, unless otherwise expressly written:

Agent: A person authorized to act on behalf of another person or entity concerning a construction project.

Applicant: The owner of real property upon which a construction project is planned or has commenced, or an agent of such owner.

Arterial Street: A street designated as an arterial street on the Bartlesville Street Functional Classification and/or Trafficway Plan, and the Bartlesville Subdivision Regulations, including, but not limited to, principal arterials, major arterials, and minor arterials. It has a high volume of traffic and is not intended to be a residential street. An arterial provides connections with major state and interstate roadways and has a high potential for the location of significant community facilities as well as retail, commercial and industrial facilities.

Building Permit: Formal written permission by the City to perform construction, alteration, repair or related activities within the municipal limits of the City or within its jurisdictional control, as required by ordinance.

Certificate of Occupancy: A document issued by the City certifying that a building is in compliance with applicable building codes and other requirements, and indicating that the building is in a condition suitable for occupancy

Certificate of Compliance: A document issued by the City certifying that an accessory building that is not inhabited, or other structure or improvement, is in compliance with applicable building codes and other requirements, and indicating that it is in a condition suitable for its intended use.

City Limits: The outer boundary of the area lying within the territory of the City of Bartlesville.

Collector Street: A street that is either (i) designated as a collector street on the Bartlesville Street Functional Classification and/or Trafficway Plan, and the Bartlesville Subdivision Regulations, or (ii) intended to move traffic from local streets to arterial streets and highways, or from local roads to secondary arterials. It functions to conduct traffic between arterial streets and/or activity centers. It conducts traffic to an activity center or a higher classification street. It is a principal traffic artery within residential areas and carries relatively high volume. A collector has potential for sustaining minor retail or other commercial establishments or their traffic along its route which will influence the traffic flow.

Construction Project: An organized undertaking at a specific location to complete pre-determined objectives for the planning, design, construction, repair, improvement or expansion of buildings or facilities, as detailed in construction plans, specifications and other related documents.

Curb and Gutter: The area abutting a street designed for the collection of stormwater runoff and providing a raised barrier for the safety of pedestrians and vehicular traffic.

Development(s): Buildings, facilities, improvements, or locations, whether planned, under construction or which are completed, which currently create pedestrian demand or which are likely to create pedestrian demand in the future.

Director: The Director of Community Development, or his or her designee.

Director of Engineering: The Director of the Engineering Department, or his or her designee.

Fee-in-Lieu: Payment of a fee rather than constructing required sidewalk(s) and sidewalk infrastructure which has been deferred in accordance with this Section.

Legacy Subdivisions: These refer to subdivisions within the city of Bartlesville that were designed, approved, and platted prior to the year 2000. Owing to the planning norms and

infrastructure requirements of their time, many of these subdivisions did not incorporate sidewalks. As a result, they often lack the pedestrian pathways that newer developments typically include. These areas represent a unique challenge for urban planning, as they require retroactive integration into the modern, interconnected pedestrian infrastructure.

Local Street (Residential Street): A street, whether privately or publicly maintained, which provides access to each parcel of land within the residential neighborhood and within industrial areas, and in a manner that will discourage use by through traffic. The primary purpose is to conduct traffic to and from dwelling units to other streets within the street hierarchy. They should be planned so that future expansion will not require the conversion of local streets to collector or arterial street functions. Ingress and egress to residential properties should be provided only on local streets.

Mobility Scooter: An electrically powered scooter designed for people with restricted mobility, typically those who are elderly and/or disabled.

~~**Minor Repair:** Repair of existing sidewalk by filling, patching or sealing of cracks or spalling, or repair by grinding, beveling, or cutting to remedy differences in vertical grade of existing sidewalk such as upheavals, buckling, and settling.~~

Ordinance: A legislative act of the City Council of the City which has become effective in accordance with the Amended Charter of the City.

Owner: The person or entity having legal title to the real property upon which a construction project is planned, has commenced or is completed.

Pedestrian: A person traveling on foot (walking or running), or in an equivalent manner such as by means of a wheelchair or mobility scooter.

Pedestrian Circulation System: Improvements, whether public or private, including, but not limited to, sidewalks, parking lots, streets, paths, and trails, which provide connectivity and walkability between residential areas, businesses, schools, parks, and other pedestrian generators.

~~**Sidewalk:** A hard-surfaced path (typically concrete) adjacent to a street or road, designed for pedestrian use, and which is constructed in accordance with standards approved and adopted by the City's Engineering Services Department, or its successor department. For the purpose of this Section, the term "sidewalk" shall incorporate and include the term "sidewalk infrastructure".~~

Sidewalk Infrastructure: Improvements designed and constructed for the purpose of pedestrian use and travel which includes, but is not limited to, sidewalks, curb cuts and ramps, and retaining walls necessary for sidewalk construction.

Zoning Clearance Certificate: Formal written permission by the City to perform construction or installation of an accessory building 200 square feet or less, wireless communication tower 50 feet in height or less, portable on-demand storage unit, fence

(seven (7) feet or under), wall (four (4) feet or under), swimming pool less than 24 inches in depth, uncovered patio, RV/boat/trailer storage, or gravel parking area.

B. Required Sidewalks. Sidewalks are required to be installed on both sides of arterial streets, collector streets and also on both sides of residential (local) streets, except as set forth herein. The Director, or the Director's designee, may also require the installation of sidewalks in other locations when determined that such sidewalks will contribute to a logical and well-connected pedestrian circulation system **prioritize and actively seek opportunities to integrate these disconnected pathways into the main sidewalk network, ensuring a logical, well-connected pedestrian circulation system.**

1. When Sidewalks are Required. The sidewalk requirements of this subsection 17-63 B shall apply to all:

- a. Subdivision of land by platting, ~~including lot splits, lot combinations, and lot line adjustments in Critical Sidewalk Areas, as defined and set forth in the Bartlesville Subdivision Regulations and in the applications, forms and procedures adopted by the Community Development Department;~~
- b. Development for which a building permit, certificate of occupancy or certificate of compliance is required in Critical Sidewalk Areas;
- c. **For any new streets or refurbishment projects, thereby ensuring that sidewalks remain an integral part of any transportation project.**

2. When Sidewalks are not Required:

- a. Sidewalks are not required in Legacy Subdivisions as long as there are not any existing sidewalks within the Legacy Subdivision.

2. Sidewalk Design and Construction Standards. The standards for sidewalk design and construction shall be the standards approved and adopted by the City's Engineering Department.

3. Sidewalk Fee-in-Lieu Option.

- a. The primary goal of this option is to directly address the issue of 'orphaned sidewalks'—those stretches of pavement that exist in isolation, disconnected from the broader network. By collecting fees in lieu of immediate sidewalk construction, the city can pool resources and prioritize the development and maintenance of sidewalks in areas that experience significant pedestrian traffic. This approach not only fosters a more systematic and interconnected walking environment but also maximizes the safety and accessibility of key pedestrian routes throughout Bartlesville. An applicant may elect to pay a fee in lieu of constructing the sidewalk as required above, provided that the sidewalk location is **not** listed in the Critical Sidewalk Areas in subsection C below.

b. ~~Payment in-kind option. At the discretion of the Director, and with the approval of the Director of Engineering, an applicant may enter into an agreement with the City and pay the fee in lieu through a payment in-kind, in the form of dedication of right of way to the public. If the subject property at a later time is either:~~

~~1) subdivided, platted, replatted, or~~

~~2) the subject of a lot split, lot combination, or lot line adjustment application, or~~

~~3) the subject of a rezoning application to a zoning district of higher intensity use, or~~

~~4) the subject of a building permit application for a building or structure of higher intensity use than its proposed use at the time of the prior payment in-kind,~~

~~then the sidewalk construction requirement of this subsection again shall apply, and the past payment in-kind shall not satisfy the requirement.~~

C. Critical Sidewalk Areas. The following listed areas and locations within the City of Bartlesville are designated as "Critical Sidewalk Areas". Sidewalks are required to be constructed within Critical Sidewalk Areas. The Fee-in-Lieu option is not available and deferral of sidewalk construction and payment of a sidewalk fee-in-lieu will not be approved for a construction project within a Critical Sidewalk Area, unless otherwise permitted by this Section.

CRITICAL SIDEWALK AREAS:

1. Properties abutting or connecting to an existing sidewalk **within 100 feet of the Construction Project.**
2. Properties abutting arterial or collector streets **and are within 100 feet of an existing sidewalk.**
3. New subdivisions **(Non Legacy Subdivisions)** or replats of existing subdivisions.

D. Fee-in-Lieu Option for Property Not Within a Critical Sidewalk Area. An applicant desiring to defer sidewalk construction and pay a fee-in-lieu of construction for a project which is not within a Critical Sidewalk Area as listed in subsection 17-63 C above shall submit an "Application for Deferral of the Requirement to Construct Sidewalks and Payment of a Fee-in-Lieu" ("Application") to the Community Development Department, together with such other information and supporting documentation as may be required or necessary to process the application and determine the eligibility of the applicant. The Director, or the Director's designee, shall review the completed application and shall approve deferral of sidewalk construction and require payment of a fee-in-lieu if the project which is the subject of the application is not wholly or partially within a Critical Sidewalk Area. An application not meeting the eligibility requirements for deferral of sidewalk construction and payment of a fee-in-lieu of shall be denied and the required sidewalk(s) shall be constructed prior to the issuance of a certificate of occupancy, certificate of compliance, or zoning clearance certificate.

E. Other Locations Eligible for the Fee-in-Lieu Option. Required sidewalk construction may be deferred by the Director, in the Director's discretion, in locations otherwise requiring a sidewalk or sidewalk infrastructure, including locations within a Critical Sidewalk Area, based on one or more of the following factors demonstrated by the applicant:

1. Anticipated construction, known to the Director to be planned for the subject site, which will substantially damage or cause the replacement of sidewalks, if presently constructed;
2. Other factors not specified in this section deemed by the Director to make present sidewalk construction at the location in question impractical. The cost of construction of required sidewalk infrastructure, without other relevant factors being present, shall not make construction of a required sidewalk impractical.

In addition to one or more of the above-listed factors demonstrated by the applicant, the Director shall make a finding that deferral of sidewalk construction will not adversely impact pedestrian safety, mobility or connectivity. An applicant desiring to pay a fee-in-lieu for a location which may be eligible pursuant to the criteria established by this subsection shall submit an application to the Community Development Department, together with such other information and supporting documentation as may be required or necessary to process the application and determine the eligibility of the subject property. The Director, or the Director's designee, shall review the completed application and may approve deferral of sidewalk construction and payment of a fee-in-lieu if the project is eligible for the Fee-in-Lieu Option pursuant to the criteria set forth in this subsection. An application not meeting the eligibility requirements for sidewalk construction deferral and payment of a fee-in-lieu, in the discretion of the Director, shall be denied and the required sidewalk(s) shall be constructed prior to the issuance of a certificate of occupancy, certificate of compliance, or zoning clearance certificate.

F. Appeal to the Street and Traffic Committee. An applicant who has a deferment and fee-in-lieu application denied by the Director, may appeal such decision to the Street and Traffic Committee within ten (10) business days after the date of denial of the appeal by filing two copies of a written Notice of Appeal, specifying the name and address of the Appellant and the grounds for appeal with the City Clerk at 401 S. Johnstone Avenue, Bartlesville, Oklahoma 74003, and by filing two copies of a written Notice of Appeal with the City Clerk. The written Notice of Appeal form shall be the form provided by the City Clerk or the Council Secretary. A hearing on the appeal shall be heard by the Street and Traffic Committee not later than thirty (30) calendar days from the date of filing the Notice of Appeal unless a later date is agreed to by the Appellant. Notice of the date, time and place of the appeal hearing shall be mailed by the City Clerk or City Council Secretary by first-class mail to the Appellant at the address shown in the Notice of Appeal.

G. Street and Traffic Committee Action. The Street and Traffic Committee shall hold a hearing and may reverse or affirm the decision of the Director. The concurring vote of a majority of all of the members of the Street and Traffic Committee shall be necessary to reverse the decision of the Director.

H. Determination of Sidewalk Fees. The Director of Engineering, or his or her designee, shall review and calculate, at least annually, the average unit cost to the City with respect to sidewalk infrastructure constructed for the City and shall determine if the average unit costs of sidewalk infrastructure construction for fee-in-lieu purposes should be adjusted. The unit costs so calculated shall be the basis for the fee-in lieu amounts required. The average unit cost of sidewalk construction and ADA-compliant ramp construction as determined and adjusted by the Director of Engineering shall be the required fee-in-lieu amount for sidewalks on or along streets designated as arterial streets, collector streets, local streets, in the Bartlesville Street Functional Classification and/or Trafficway Plan and the Bartlesville Subdivision Regulations and (applicable to "Arterial Sidewalk Construction" below in numerical 2 of this subsection), and for ADA-compliant ramps. The existing average unit costs of sidewalk infrastructure adopted for fee-in-lieu purposes, until otherwise adjusted by the Director of Engineering, are as follows:

1. Sidewalk Construction: Eight Dollars and Fifty Cents (\$8.50) per square foot.
2. ADA-Compliant Ramp Construction: Nine Hundred Fifty Dollars (\$950) each.

I. Creation of Separate Fund; Use of Sidewalk Fees Collected. A separate fund or funds for fees-in-lieu collected shall be established and the funds so collected shall be accounted for based upon the fees-in-lieu collected. ~~Fees-in-lieu may not be used to fund repairs, maintenance, restorations, refurbishments, alterations, improvements, or fixes to existing sidewalk infrastructure that do not result in an increase or expansion in the functional service capacity of the sidewalk system which is available to serve new or expanded existing growth and development in the city.~~ Fees-in-lieu may be used for any costs related to public sidewalk infrastructure expansion within the city.

J. Annual Report. The Community Development Department and Engineering Department shall provide an annual report to the City Council detailing the collection, investment and expenditure of fee-in-lieu funds.

K. Termination of Sidewalk Fees. The City may terminate the deferral of required sidewalk construction and the collection of fees-in-lieu when the system of public sidewalk infrastructure has been fully funded or developed and any expanded or modified development will have no additional impact on the public sidewalk infrastructure system.

Section 17-64. – Sidewalk Maintenance and Repairs

~~**A. Maintenance of Private Sidewalks by Property Owner.** The maintenance of private sidewalks shall be a private responsibility. Private sidewalks shall be repaired when there are gaps or displacement of concrete slabs greater than 1 inch, or when any part of the sidewalk becomes uneven or presents a tripping hazard.~~

- ~~a. **Uneven or Tripping Hazard:** Any condition or defect in a private sidewalk or walkway that deviates significantly from a smooth and level surface, potentially endangering pedestrians by causing them to trip, fall, or stumble. This includes but is not limited to:~~

- ~~i. **Height Differences:** Variation in the height of adjacent concrete slabs, pavers, or sections of the walkway that exceeds a certain threshold, typically defined by local ordinances or standards. For example, a height difference exceeding 1 inch might be considered a tripping hazard.~~
- ~~ii. **Cracks and Gaps:** Cracks, gaps, or openings in the surface that are wide or deep enough to catch a person's foot or impede the normal flow of pedestrian traffic.~~
- ~~iii. **Protruding Objects:** Objects or debris on the surface of the walkway that extend above the general plane of the path and can cause pedestrians to trip. This could include raised tree roots, loose bricks or stones, or other obstructions.~~
- ~~iv. **Settlement or Erosion:** Areas where the private sidewalk has settled or eroded, creating an uneven surface that disrupts the even flow of the walkway.~~
- ~~v. **Poorly Maintained Joints:** Faulty or deteriorating joints between concrete slabs that create gaps or height disparities.~~
- ~~vi. **Sudden Changes in Grade:** Sudden and significant changes in the slope or grade of the private sidewalk that are not properly transitioned or marked.~~

B. Maintenance of Public Sidewalks by abutting Property Owner. As abutting Property owners benefit directly from having well-maintained sidewalks as they provide safe access to their properties and can enhance curb appeal, the maintenance of public sidewalks shall be a public/private responsibility. Public sidewalks shall be repaired when there are gaps or displacement of concrete slabs greater than 1 inch, or when any part of the sidewalk becomes uneven or presents a tripping hazard.

- a. **Uneven or Tripping Hazard:** Any condition or defect in a public sidewalk or walkway that deviates significantly from a smooth and level surface, potentially endangering pedestrians by causing them to trip, fall, or stumble. This includes but is not limited to:
 - i. **Height Differences:** Variation in the height of adjacent concrete slabs, pavers, or sections of the walkway that exceeds a certain threshold, typically defined by local ordinances or standards. For example, a height difference exceeding 1 inch might be considered a tripping hazard.
 - ii. **Cracks and Gaps:** Cracks, gaps, or openings in the surface that are wide or deep enough to catch a person's foot or impede the normal flow of pedestrian traffic.
 - iii. **Protruding Objects:** Objects or debris on the surface of the walkway that extend above the general plane of the path and can cause pedestrians to trip. This could include raised tree roots, loose bricks or stones, or other obstructions.
 - iv. **Settlement or Erosion:** Areas where the sidewalk has settled or eroded, creating an uneven surface that disrupts the even flow of the walkway.
 - v. **Poorly Maintained Joints:** Faulty or deteriorating joints between concrete slabs that create gaps or height disparities.

- vi. **Sudden Changes in Grade:** Sudden and significant changes in the slope or grade of the sidewalk that are not properly transitioned or marked.
- b. **Cost Repair Partnership.** A Cost Repair Partnership is a program or arrangement established by the city that allows abutting property owners to request financial assistance when the cost of repairing or maintaining a sidewalk exceeds a threshold set at \$500.00 as long as public funding is available. This partnership may involve cost-sharing or work-in-kind to help property owners address substantial repair expenses while ensuring the safety and integrity of public sidewalk.
 - i. **Eligibility Assessment:** property owners interested in the Cost Repair Partnership program should begin by contacting the municipal authorities or relevant department responsible for sidewalk maintenance. They will assess the eligibility of the repair project based on predetermined criteria, including the cost threshold.
 - ii. **Documentation and Estimates:** property owners are required to provide documentation detailing the scope of the repair, repair cost estimates from two licensed contractors, and any other relevant information requested by the municipality.
 - iii. **Application Submission:** property owners must submit a formal application to the municipal department overseeing the Cost Repair Partnership program. This application includes:
 - 1. Property owner's contact information.
 - 2. Property details, including address and parcel number.
 - 3. A description of the repair work required.
 - 4. Cost estimates from contractors.
 - 5. Proof of financial need, if applicable.
 - 6. Any supporting documentation requested by the municipality.
 - iv. **Review and Approval:** The city reviews the submitted application to determine eligibility and assess the merit of the request. They may consider factors such as the extent of the repair, the property owner's financial situation, and the impact on public safety and infrastructure integrity.
 - v. **Financial Assistance Agreement:** If the application is approved, the city and property owner enter into a financial assistance agreement outlining the terms of the partnership. This agreement may detail the cost-sharing arrangement, the maximum financial aid provided, and the property owner's responsibilities.
 - vi. **Repairs and Documentation:** The property owner proceeds with the necessary repairs, ensuring that the work adheres to municipal standards and regulations. Detailed records of the repair process, including invoices and receipts, should be maintained.
 - vii. **Verification and Reimbursement:** After the repairs are completed, the municipality will verify the work's quality and compliance with the agreement's terms. Once verified, the property owner is reimbursed for the agreed-upon portion of the repair costs.

- C. Major Repairs of Public Sidewalks by the City:** Substantial repairs to public sidewalks conducted by the city during routine road maintenance or at the city's discretion. These repairs are typical done due to the life of the sidewalk coming to an end. In addition, they may address extensive damage or hazards that require specialized attention beyond routine maintenance tasks, ensuring the safety and integrity of public walkways.
- D. Permit application fee waiver for minor repair.** The permit application fee for minor repair (as defined herein) of existing sidewalk shall be waived.

Section 17-65 – Enforcement

- A. Legal Requirement:** It is unlawful for anyone, including private property owners, abutting property owners, their agents, or representatives, to allow sidewalks or driveways on their Bartlesville property to deteriorate to a point where they endanger public safety and travel.
 - a. Responsibility for Repairs:** If a responsible property owner neglects to maintain a safe sidewalk or driveway and the Director becomes aware of the issue, the Director will assess the necessary repairs to eliminate safety hazards as outlined in Section 17-64.
 - b. Notice and Deadline:** The property owner will then receive written notice, instructing them to repair the sidewalk or driveway within ten (10) days.
 - c. Consequences of Non-Compliance:** Failure to complete the required repairs within ten (10) days after receiving the notice will result in the property owner, their agent, or representative being in violation of this article and Chapter 11 of the Bartlesville Municipal Code.
 - d. Multiple Offenses:** Each day that the sidewalk or driveway remains unsafe after the ten (10) days will be considered a separate offense and may lead to fines as specified in Chapter 11 of the Bartlesville Municipal Code.

Section 17-66 – Funding

- A.** Be it resolved that within the fiscal year 2024-2025, the city staff is directed to provide a formal recommendation to the City Council regarding the establishment of dedicated funds for sidewalk maintenance. The objective is to ensure the safety, accessibility, contestability, and long-term integrity of our public sidewalks while considering the financial sustainability of this initiative.

Section 2. Savings Clause, Conflict and Severability.

- a.** Any ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.
- b.** In the event of a conflict between this Ordinance and any other provision of the Bartlesville Municipal Code or other local, county, or State law or regulation, the most stringent shall apply.

- c. Severability. If any section, subsection, sentence, clause, phrase, provision or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance shall become effective from and after its passage and publication.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this ____ day of _____, 2023.

Dale Copeland, Mayor

ATTEST:

City Clerk