



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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, May 6, 2024
Immediately following the
Special Meeting of the
Bartlesville Municipal Authority
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.**
 - Purple Heart City Proclamation
 - National Police Week May 12-18, 2024 Proclamation
 - Presentation of Meritorious Conduct Awards to Police Officers Sergeant Jarred Burdick, Sergeant Caleb Samson, School Resource Officer Maggie Blevins; Citizens Thad Freidman, Peter Emmitt, Bon Bennett, Jack Williams, Craig Flowers, John Donoghue; and Firefighters Jacob Hickok, Trevor Rabbitt, Jerison Monday and Matthew Larson. Presented by Police Chief Kevin Ickleberry and Fire Chief David Topping.
5. **Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Ambulance Commission
 - One opening on the Bartlesville Area History Museum Trust Authority
6. **Consent Docket**
 - a. **Approval of Minutes**
 - i. The Regular Meeting Minutes of April 1, 2024.
 - ii. The Special Meeting Minutes of April 15, 2024.
 - iii. The Special Workshop Meeting Minutes of April 15, 2024.
 - b. **Approval or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
 - i. Appointment of Ms. Allison Swift, Mr. Orville Burks and Ms. Kristy Kier to three year terms each on the Street and Traffic Committee at the recommendation of Councilmember Roszel.
 - ii. Appointment of Mr. Cole Crockett to a three-year term on the Sewer System Improvements Oversight Committee at the recommendation of Mr. Dorsey.
 - iii. Appointment of Ms. Jan Watt to a three-year term on the Community Center Trust Authority at the recommendation of Mayor Copeland.
 - iv. Reappointment of Mr. Richard Keim for an additional three-year term on the Ambulance Commission at the recommendation of Mayor Copeland.
 - v. Appointment of Dr. Gopal Chandrasekharan for a three-year term on the Keep Bartlesville Beautiful Committee at the recommendation of Mayor Copeland.

c. Approval of Resolutions

- i. Amending the Agreements by Resolution to the City Council's employee agreements with the City Manager, City Attorney, and Municipal Judge.
- ii. Approving a Cooperative Law Enforcement Agreement by Resolution between the City of Bartlesville and the Bureau of Indian Affairs.

d. Approval of Agreements, Contracts, Engagement Letters, Change Orders, Memorandums of Understanding, and Grant Applications.

- i. Renewal of City Manager's Employment Agreement.
- ii. Contract with Stephen Smith and The City of Bartlesville/Bartlesville Public Library for a Summer Reading Program performance.
- iii. T-Hangar Lease Agreement with Brittany Day and the City of Bartlesville/Bartlesville Municipal Airport.
- iv. Contract between the City of Bartlesville and Debbie Neece, for a period of temporary employment to assist in the training and orientation of the incoming Collections Manager, Casey Sullivan.
- v. Lease Agreement Amendment #1 with Intuitech for equipment to conduct a pilot study for the Wastewater Treatment Plant Expansion Improvements.
- vi. Agreement between the City of Bartlesville and Churches United for Community Concern, Inc. (CONCERN), 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.
- vii. 2024 Addendum to the Administrative Services Agreement between the City of Bartlesville and RxBenefits.

e. Approval of Reelection of OMAG Board of Trustees

- i. Reelect Mike Bailey and Craig Stephenson to the OMAG Board of Trustees.

f. Receipt of Financials

- i. Interim Financials for nine months ending March 31, 2024.

g. Receipt of Bartlesville NEXT Report

- i. Bartlesville NEXT Progress Report – April 2024

7. **Public hearing and possible action on a request by Andrew Oleson to close a portion of a 20-foot-wide utility easement located on the north side of Lot 28, Block 37, Pennington Hills, Fifth Addition, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.**
8. **Public hearing and possible action on a request by Arcadian Housing to close a portion of nineteen (19) different 7.5-foot-wide utility easements located in Oak Wood Addition, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.**
9. **Public hearing and possible action on a Resolution adopting the City of Bartlesville Budget for Fiscal Year 2024-2025 and establishing budget amendment authority, authorizing the cancellation of encumbrances which are not due and payable as of June 30, 2024, and re-appropriating amounts of cancelled encumbrances to the same fund and department for Fiscal Years 2024-2025. Presented by Jason Muninger, CFO/City Clerk.**
10. **Discuss and take possible action to approve the Capital Improvements Program (CIP) Budget for Fiscal Year 2024-2025. Presented by Micah Siemers, P.E., Director of Engineering.**
11. **Presentation of Street & Traffic Committee recommended Preventative Maintenance Street Projects for approved funding in FY's 21-22, 22-23, and 23-24, with possible action for Council recommendation. Presented by Micah Siemers, P.E., Director of Engineering.**

12. Presentation of staff recommended issuance schedule for 2023 General Obligation Bond Projects with possible action for Council recommendation. Presented by Micah Siemers, P.E., Director of Engineering.
13. Presentation and receipt of the FY 2023-2024 Annual Report of the Bartlesville Development Authority and the plan, and take possible action to approve the proposed operating budget for FY 2024-2025, appropriating funds from the Economic Development Fund to support annual operations. Presented by David Wood, President, Bartlesville Development Authority.
14. Discuss and take possible action to approve the annual contract between the City of Bartlesville and the Bartlesville Development Authority for Economic Development Services for the period of July 1, 2024 through June 30, 2025. Presented by David Wood, President, Bartlesville Development Authority.
15. Receive Visitors Inc. FY 2023-24 Annual Report, and take possible action to approve the Visitors Inc. Fiscal Year 2024-25 Operating Budget. Presented by Maria Gus, Executive Director, Visit Bartlesville.
16. Discuss and take possible action to approve the Destination Marketing Agreement between the City of Bartlesville and Visit Bartlesville for the period of July 1, 2024 through June 30, 2025. Presented by Maria Gus, Executive Director, Visit Bartlesville.
17. Discuss and take possible action on the strategic direction of Adams Municipal Golf Course. Presented by Laura Sanders, Assistant City Manager.
18. Discuss and take possible action to adopt an ordinance permitting the use of golf carts on City streets. Presented by Mike Bailey, City Manager.
19. Discuss and take possible action to formally receive applications for Ward 4 City Council seat.
20. New Business.
21. City Manager and Staff Reports.
22. City Council Comments and Inquiries.
23. 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, May 2, 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

A PURPLE HEART CITY

WHEREAS, the people of the City of Bartlesville, Oklahoma have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from the City of Bartlesville who served in the Armed forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed forces; and

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, May 6, 2024 has been officially designated as the day for the City of Bartlesville, Oklahoma to remember and recognize veterans who are recipients of the Purple Heart Medal.

NOW THEREFORE, I, Dale Copeland, Mayor of the City of Bartlesville and on behalf of the City Council, hereby proclaims the City of Bartlesville, Oklahoma as a Purple Heart City, honoring the service and sacrifice of our nation's men and women in uniform wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.

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

Dale W. Copeland, Mayor



Official Proclamation

National Police Week May 12-18, 2024

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, as members of the law enforcement agency of the City of Bartlesville play an essential role in safeguarding the rights of freedoms of the citizens of Bartlesville; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and

WHEREAS, members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of the City of Bartlesville has grown to be a modern and skilled law enforcement agency which unceasingly provides a vital public service; and

WHEREAS, our police officers have exhibited compassion, understanding and professionalism during the performance of their duties in this past year;

NOW, THEREFORE, I, Dale W. Copeland, Mayor, City of Bartlesville hereby proclaims the week of May 12-18, 2024, as "National Police Week" and call upon all citizens of the City of Bartlesville to observe and join in honoring the men and women whose diligence and professionalism keep our citizens safe.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Bartlesville, Oklahoma to be affixed this 6th day of May, 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, April 1, 2024
5:30 p.m.

Mayor Dale Copeland
918-338-4282

MINUTES

(The Notice of Meeting was posted December 15, 2023 and the Agenda was posted March 28, 2024 at 5:30 p.m.)

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

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Laura Sanders, Director of Human Resources; Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; Mike Richardson, Bartlesville Municipal Airport Director; Alicia Shelton, Accounting, David Taylor, BC Fire Dept.; Deputy Police Chief Rocky Bevard; Kelsey Walker, Communications and Marketing Manager; Captain Jay Hastings, Security; and Elaine Banes, Executive Assistant.

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

There were no citizens to be heard.

- 5. City Council Announcements and Proclamations.**
 - Councilmember Roszel presented the Donate Life Month – April 2024 Proclamation.
 - Councilmember Dorsey presented the Autism Awareness & Acceptance Month – April 2024 Proclamation.
 - Vice Mayor Curd presented the Child Abuse Prevention Month – April 2024 Proclamation.
 - Mayor Copeland presented the Civitan Awareness Month – April 2024 Proclamation.
 - Councilmember Roszel presented the Heartland District of Pilot International Day – April 20, 2024 Proclamation.
- 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
 - One opening on Visit Bartlesville (Bartlesville Convention & Visitor's Bureau Board of Directors)

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 March 4, 2024.

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

- i. Appointment of Ms. Andrea McCollough, Mr. Brent Butler, and Mr. Dean Costales to three-year terms each on the Adams Golf Course Operating Committee at the recommendation of Councilman Dorsey.

c. Approval of Resolutions

- i. A Resolution of the City of Bartlesville naming 5th Street from Delaware Avenue to Shawnee Avenue the honorary name of "Jim Hess Boulevard".
- ii. A Resolution approving and accepting the Fiscal Year 2021 Community Development Block Grant (CDBG) Small Cities Set-Aside Program project, Contract No. 18261, for Fifth Street sidewalk and street improvements as complete.
- iii. A Resolution accepting a grant offer in the amount of \$585,146.00 from the Federal Aviation Administration for Airport Improvement Project (AIP 3-40-0007-018-2024) at Bartlesville Municipal Airport for "Construct Taxilane" and authorize the Mayor to execute the Grant Agreement and all necessary documents, upon receipt from FAA.
- iv. A Resolution accepting a grant offer in the amount of \$154,854.00 from the Federal Aviation Administration for Airport Improvement Project (AIP 3-40-0007-019-2024) at Bartlesville Municipal Airport for "Construct Taxilane" and authorize the Mayor to execute the Grant Agreement and all necessary documents, upon receipt from FAA.
- v. A Resolution amending the budget of the City of Bartlesville for Fiscal Year 2023-24 appropriating unbudgeted revenue from the General Fund.
- vi. A Resolution amending the budget of the City of Bartlesville for Fiscal Year 2023-24 appropriating unbudgeted revenue for the Health Insurance Fund.

d. Approval of Agreements, Contracts, Engagement Letters, Change Orders, Memorandums of Understanding, and Grant Applications.

- i. Interlocal Agreement between the Washington County Commissioners of Washington County, Oklahoma and the City of Bartlesville, Oklahoma to jointly move forward in meeting the requirements of the State's strategic plan for Next Generation 911 Services.
- ii. Interlocal Agreement between the Board of County Commissioners of Washington County, Oklahoma and the City of Bartlesville to provide the ability to work on joint projects together.
- iii. Annual Agreement between the City of Bartlesville and Richard Kane YMCA for management and operation of Sooner and Frontier pools.
- iv. Lease Agreement between the City of Bartlesville/Municipal Airport and Artesian Bottleless Water to lease a water machine for the airport terminal lobby.
- v. Approve submission of a grant application to the Oklahoma Department of Aerospace and Aeronautics (ODAA) for a grant to fund the project to Construct Taxilanes at Bartlesville Municipal Airport.

e. Receipt of Financials

- i. Interim Financials for eight months ending February 29, 2024.

f. Receipt of Bartlesville NEXT Report

- i. Bartlesville NEXT Progress Report – April 2024

g. Receipt of Bids

- i. Bid No. 2023-2024-014 for Construct Taxilane, Bartlesville Municipal Airport
- ii. Bid No. 2023-2024-015 for Battery Operated Jaws and Cutter Set, with Battery and Charger for Vehicle Extrication

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

Vice Mayor Curd moved to approve the consent docket except for Items 7.c.iii, 7.c.iv., 7.d.i. and 7.d.ii, seconded by Mr. Dorsey.

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

Agenda Item 7.c.iii. A Resolution accepting a grant offer in the amount of \$585,146.00 from the Federal Aviation Administration for Airport Improvement Project (AIP 3-40-0007-018-2024) at Bartlesville Municipal Airport for “Construct Taxilane” and authorize the Mayor to execute the Grant Agreement and all necessary documents, upon receipt from FAA; and,

Agenda Item 7.c.iv. A Resolution accepting a grant offer in the amount of \$154,854.00 from the Federal Aviation Administration for Airport Improvement Project (AIP 3-40-0007-019-2024) at Bartlesville Municipal Airport for “Construct Taxilane” and authorize the Mayor to execute the Grant Agreement and all necessary documents, upon receipt from FAA.

Mike Richardson, Bartlesville Municipal Airport Director, reported that the project includes an east/west taxiway extending east of the main taxiway and will be located to the northeast of the terminal building. This taxilane has been designed far enough north of the terminal building for potential future expansion of the terminal/FBO apron and multiple future hangar sites. This taxilane could be extended further east in the future as the airport develops. Also included within the scope is a north/south taxilane running south from the new east/west taxiway, and will open up development of more of the airport property for mid-sized hangars. The total project cost, including engineering, grant administration, and construction contract, is \$2,026,125.00. The ODAA grant will be in the amount of \$1,187,818.75 and will fund 58.63% of the project. The City will have a 5% share in the total project of \$101,206.25. The FAA will fund the remaining \$737,000.00 which will include \$585,146.00 in AIG grant funds and \$154,854.00 in NPE grant funds that will expire if not used in FY 2024. The plans and specifications are complete and bids were opened on February 29, 2024. The City’s airport consultant, Parkhill, will prepare a grant application to the FAA for both the AIG and NPE grants. Part of the requirement to apply for the FAA funds is to approve a resolution accepting the grant offer from the FAA and authorizing the Mayor to execute the grant agreement upon receipt from FAA. He concluded that the grant agreement will require that the City pay for 10% of the portion of the project associated with each FAA grant, whether NPE funds or AIG funds. The City will also be responsible for its share of the ODAA grant that is being handled in tandem with the FAA grants. There is sufficient budget available in the Airport Fund to cover the City’s share of each grant component. Vice Mayor Curd commended Mr. Richardson for his work on this project and for applying for the grants.

Agenda Item 7.d.i. Interlocal Agreement between the Washington County Commissioners of Washington County, Oklahoma and the City of Bartlesville, Oklahoma to jointly move forward in meeting the requirements of the State’s strategic plan for Next Generation 911 Services.

Mr. Bailey and Captain Hastings each provided information that officials from both the City and County have been working with the Oklahoma 911 Management Authority on a needs assessment

to bring our geographic information (GIS) address mapping system into compliance with NextGen 911. Currently, the City and County use two different GIS mapping systems. The systems used by the City are for the purposes of development and engineering, while the system used by the County was created for tax assessment purposes. To meet the State's requirements, our local Public Safety Answering Point (PSAP) needs to have a true GIS mapping system built and designed specifically for public safety. It is critical that addresses verify through the local CAD mapping system when responding to emergency services. The State of Oklahoma provides grants for agencies needing to update their mapping systems and Washing County emergency Management completed the work on such a grant application, and has agreed to update and maintain the E911 GIS address system for both the City and County. The interlocal agreement is the first step in ensuring the agencies work together to complete the application process, and that the City will share funds paid through the grant to the County to cover the cost of the work.

Agenda Item 7.d.ii. Interlocal Agreement between the Board of County Commissioners of Washington County, Oklahoma and the City of Bartlesville to provide the ability to work on joint projects together.

Mr. Bailey and Mr. Siemers each provided information regarding a damaged guardrail on a City street. The County has material that can be used now, without waiting to order the material and expedite installation of the safety device. This situation brought up the desire of both the County and City to enter into a yearly interlocal agreement authorizing each entity to transfer, as needed, any materials, equipment, labor and fuel that can be reimbursed. This also authorizes cooperation on joint projects between the two entities.

Mr. Roszel stated his appreciation of the County Commissioners for addressing the need to work together with the City. Mr. Bailey expressed his appreciation for the good relationship established between the City and County.

Mr. Roszel moved to approve Items 7.c.iii, 7.c.iv., 7.d.i. and 7.d.ii. as presented, seconded by Vice Mayor Curd.

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

8. Discuss and take possible action to award Bid No. 2023-2024-014 for Construct Taxilane, Bartlesville Airport. Presented by Councilmember Roszel.

Mr. Roszel moved to award Bid No. 2023-2024-014 to R & L Construction, Tulsa, Oklahoma, in the amount of \$1,531,325.00 subject to receipt of the FAA grant and ODAA grant, seconded by Vice Mayor Curd.

Mayor Copeland commended staff on the substantial savings on this project due to the grants.

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

9. Discuss and take possible action to award Bid No. 2023-2024-015 for Battery Operated Jaws and Cutter Set, with Battery and Charger for Vehicle Extrication. Presented by Mayor Copeland.

Mayor Copeland moved to award Bid No. 2023-2024-014 to Banner Fire Equipment in the amount of \$27,023.50, seconded by Vice Mayor Curd.

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

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

Mr. Curtis reported. Using a PowerPoint, he itemized the process. The areas that were addressed are 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.
- Creation of oversight by a council appointed citizen led Streets and Traffic Committee.
- Emphasis on including sidewalks in new or refurbished transportation projects.
- Introduction of "sidewalk fee-in-lieu" to address 'orphaned sidewalks'.
- Removal of definition of Private Sidewalks
- 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
- 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.
- Effective Date: 90 days after its passage and publication.
- Funding: City staff will recommend dedicated funds for sidewalk maintenance in fiscal year 2024-2025 when budgeting.

Mr. Roszel stated his appreciation of Mr. Curtis and his staff working with him to bring the amended Ordinance forward for approval. In return, Mr. Curtis thanked Mr. Roszel for his input.

Mr. Roszel moved to adopt the Ordinance as presented, seconded by Mr. Dorsey.

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

11. New Business.

There was no new business to report.

12. City Manager and Staff Reports.

Mr. Bailey expressed his appreciation for those in attendance explaining that HVAC equipment is being replaced causing the warmer temperatures in the building and in Council Chambers.

He reported on:

Fire Chief David Topping was presented a letter of commendation and appreciation from Senator Lankford this past Tuesday for his many years of service. Chief Topping will be retiring June 1. Fire Chief interviews have started, with four being held on March 27 and additional interviews will be conducted on April 17. He explained the interview procedure and thanked everyone who is sitting on the interview panels.

He announced Library and Museum Director Shellie McGill's and Deputy Police Chief Rocky Bevard's upcoming retirements and thanked them for their over 35 years of service each and their dedication to the City and its citizens.

Operation Clean House will be held on April 20, with acceptable items to be taken to the Phillips 66 Parking Lot and the District Washington County Barn. Information can be found on the City website.

Water levels continue to rise with the Spring rains. Hulah and Hudson Lakes are full as is the Caney River. Copan levels are rising. Long term water supply needs continue to be a priority. Senator Lankford met with Mr. Bailey and Mr. Lauritsen recently to discuss the City's needs and water pricing.

Mr. Bailey concluded his report encouraging citizens to vote tomorrow regarding amendments to the City's Charter.

13. City Council Comments and Inquiries.

Mayor Copeland also encouraged citizens to vote, and he added that several opportunities to learn about the amendments were provided in a town hall and other community presentations. Information can also be found on the City's website and in City Beat.

14. There being no further business to address, Mayor Copeland adjourned the meeting at 6:26 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk



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

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

**Monday, April 15, 2024
Immediately following the
Bartlesville Municipal Authority
Special Meeting
beginning 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 on April 11, 2024 at 5:30 p.m.)

City Council present were Mayor Dale Copeland, Vice Mayor Jim Curd, Jr., Councilmembers Trevor Dorsey, and Loren Roszel.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Tracy Roles, Assistant City Manager; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Shellie McGill, Director of the Library and Museum; Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; Kelsey Walker, Communications and Marketing Manager; Police Chief Kevin Ickleberry; Deputy Police Chief Troy Newell; Fire Battalion Chief David Taylor; Captain Andrew Ward, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Copeland immediately following the BMA Meeting at 5:42 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. Citizens to be heard.**

Ed Sheets stated his appreciation of Ms. Roane and the good job she did representing Ward 4. He added that he hoped the Council would appoint a new Ward 4 representative that continued to work for good of the residents of that Ward.

4. Consent Docket

a. Approval of Agreements, Contracts and Submission of Grant Application

- i. Contract between the City of Bartlesville/Bartlesville Public Library and Jumpin Jiminy, Inc. for the use of two inflatable interactive games for the City's 2024 Block Party.
- ii. Grant application to partner with Grand Mental Health on the Opioid Abatement Grant to further the Crisis Intervention Response Team and the Parks and Pathfinder Program.
- iii. Agreement between the City of Bartlesville and PioneerDream Inc. for the development and production of three recruitment videos.

Mayor Copeland read the consent docket in its entirety.

Vice Mayor Curd moved to approve the consent docket, seconded by Mr. Roszel.

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

5. Discuss and take possible action to approve a Resolution of the City Council of the City of Bartlesville adopting the Planning and Environmental Information Document for the proposed Chickasaw Wastewater Treatment Plant Expansion Project. Presented by Terry Lauritsen, P.E., Director of Water Utilities.

Mr. Lauritsen reported that this item aligns with the Bartlesville Municipal Authority resolution both of which are required for submission to the Oklahoma Water Resources Board to complete the City's application for financing.

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

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

6. Discuss and take possible action to determine the process by which a candidate for Ward 4 shall be chosen. Presented by Mayor Copeland.

Mayor Copeland reported that with the passing of Ms. Roane, the Ward 4 City Council seat will need to be filled. He stated that the Charter Article 2, Section 6 which requires the City Council to appoint a replacement who will sit until the next general election, and provides additional information as well. He added that in previous instances where a Council seat needs to be filled, a period of time was provided to those interested to submit a letter of interest and/or a resume to the City Manager. Once all received, interviews will be set up in sets of two with the City Council. He suggested that letters of interest be received starting tomorrow, April 16, 2024 through close of business May 3, 2024. interviews conducted through May, and a decision of appointment made at the June 3 regular City Council meeting. A brief discussion was held as to the success this process has been in the past.

Mr. Dorsey moved to approve the process as set out by the Mayor, seconded by Vice Mayor Curd.

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

7. City Manager and Staff Reports.

Mr. Bailey expressed his sentiments upon the passing of Ms. Roane.

He also congratulated Mr. Roles on his new job at the City of Ada, Oklahoma, and to Ms. Sanders on her promotion to fill Mr. Roles vacated Assistant City Manager position.

8. City Council Comments and Inquiries.

Mr. Roszel stated how it had been his pleasure to serve with Ms. Roane. He placed a bouquet of flowers in her empty City Council seat in her honor.

Mr. Roszel also offered his congratulations to Mr. Roles and Ms. Sanders. He thanked Mr. Roles for his work as Police Chief, as well as what he had accomplished as Assistant City Manager. In addition, he congratulated Ms. McGill on her upcoming retirement from Director of the Library and History Museum, thanking her for her commitment and work during her years at the City.

9. There being no further business to address, Mayor Copeland adjourned the meeting at 6:07 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk



1st Floor Conference Room

City Hall
401 S. Johnstone Avenue
Bartlesville, OK 74003

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

**Monday, April 15, 2024
Immediately following the
Bartlesville Special City Council Meeting
following the Bartlesville Municipal Authority
Special Meeting beginning 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 on April 11, 2024 at 5:30 p.m.)

City Council present were Mayor Dale Copeland, Vice Mayor Jim Curd, Jr., Councilmembers Trevor Dorsey, and Loren Roszel.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Tracy Roles, Assistant City Manager; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Shellie McGill, Director of the Library and Museum; Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; Kelsey Walker, Communications and Marketing Manager; Police Chief Kevin Ickleberry; Deputy Police Chief Troy Newell; Fire Battalion Chief David Topping; Captain Andrew Ward, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Copeland immediately following the BMA and Special City Council Meeting at 6:15 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. Citizens to be heard.**

Shawn Barker and Pat Morrison spoke about Adams Golf Course both in favor of improved management and course maintenance.

- 4. Discuss the strategic direction of the Adams Municipal Golf Course. Presented by Vice Mayor Curd and Mike Bailey, City Manager.**

Mr. Bailey reported that with Jerry Benedict's impending retirement, there is an opportunity to look into management options. He added that funds have been included in the proposed budget to buy-out Mr. Benedict's assets, as well as to invest and improve the course. Vice Mayor Curd stated that there has been a great deal of input from users of the course and from members of the Adams Golf Course Operating Committee. He would like to slow things down and authorize the City Manager to look into issuing an RFP for a consultant that would analyze the management and operations of the golf course. The consultant would then bring the results to the staff and City Council so that an educated decision could be made.

Discussion covered how a consultant could look at other comparable golf courses are managed and provide data and expertise to the City Council, and how utilizing the members of the Operating Committee and the public would be beneficial to work alongside the consultant and staff. It was agreed by all that Adams Municipal Golf Course is an important part of the

Bartlesville community and instrumental in many fund raising events. Everyone wants to see it at its best and values its importance.

Mr. Bailey stated that he would gather information to develop an RFP for a golf course management consultant. Mayor Copeland commented on the learning curve using the airport as a recent example, and how he would like to see the golf course led by a City employed director.

5. Presentation and discussion on the Bartlesville Comprehensive Plan update, Endeavor 2045. Presented by Larry Curtis, Director of Community Development.

Mr. Curtis introduced Christian Lentz and Jordan Evans from Halff Associates who then provided the progress made over the first half of the project completion timeline. The update included a proposed vision statement and guiding principles for Endeavor 2045, as well as findings from the initial community assessment, public outreach and market demand. The comprehensive plan update is currently moving from the 2nd phase (community outreach) and into the 3rd phase, which will analyze land use and development patterns. The 12-month project is expected to wrap up this fall. The consultant provided findings from focus groups, advisory committees and public meetings, as well as input from the project website (2,146 website visits), community survey (885 responses) and interactive map (88 responses). Input from public meetings identified top community priorities, including water resources, employment opportunities, more shopping and retail options, quality public services and utilities, parks and open spaces, and housing options, among others. Themes from the community survey responses included critical issues such as water conservation, economic diversification and roadway conditions/connectivity, as well as quality of life concerns such as employment and jobs, restaurants and events/festivals. Housing issues identified included housing affordability, condition of housing and proximity to services. Transportation concerns included routine street maintenance, pedestrian accommodations and vehicle capacity. The interactive map allows the public to identify and label specific areas of concern in Bartlesville, and is available to view at <https://bartlesvillecompplan.halff.com/>.

A brief discussion included that Bartlesville is running about average to comparable cities; how the maps developed by Halff will be included in the final delivered package; how public feedback aligns with City officials feedback; and that the homeless issue is a common thread among every community. Mr. Curtis thanked Mr. Lentz and Mr. Jordan, as well as City Special Projects Manager, Greg Collins, for their work on Endeavor 2045.

6. Presentation and discussion of the City of Bartlesville proposed budget for Fiscal Year 2024-2025. Presented by Jason Muninger, CFO/City Clerk.

Mr. Muninger, using a PowerPoint, presented the budget preparation schedule, the financial structure of the City, and a review of significant items. Beginning with Revenue, he reported on sales tax estimations projecting a reduction by 1.5% or \$349,000 across the organization; total resources and revenue in the General Fund are expected to exceed \$40.4 million, with expenditures totaling \$38.1 million, and a use tax estimate for FY 2024-2025 at \$4.5 million. Included in the proposed budget are utility rate increases totaling about 5.2 percent. The increases, which will start July 1, are based on a comprehensive water and wastewater rate study conducted in 2020-21. The increases are required to improve the City's utility infrastructure, including an \$82 million expansion of the waste water treatment system. The improvements are required by the Oklahoma Department of Environmental Quality for the City to meet State and Federal regulations. The proposed budget includes six new positions: An applications specialist in the IT Department, a project engineer in the Engineering Department, and four dispatchers in the E-911 Department. (Some of the additions are off-set by the reduction of three vacant patrol positions in the Police Department.)

He provided the general employee pension status review; and salaries and benefits review including a 6% COLA and 2.5% Merit for eligible employees. Additionally, he reported that the employee health insurance costs are expected to increase by nearly 12 percent, though workers compensation claims are trending lower and estimated to be at \$138,000. Continuing, Mr. Muninger reviewed the Stabilization Reserve Fund; the Capital Reserve Fund; Wastewater Capital Plans; Water Capital Plans; Sanitation Capital Plans; the FY 2026 Revenue Projections; FY 2026 Expenditure Projections; and the FY 2026 Budget Summary.

Discussion covered concerns about trading the three vacant police officer positions for dispatcher positions; how the three police officer positions have been vacant for some time and the need for additional dispatchers is greater; how if qualified police officer applicants apply, that there is financial room to hire them even if new dispatchers are hired; how to attract additional police officer candidates; that turnover in the police department is relatively low; how compensation for police officers is good; and how utilizing the vacant police officer positions in order to hire additional dispatchers is the more responsible course of action at this time. Vice Mayor Curd asked Mr. Muninger to provide new hire costs. Further discussion covered that there is one last tranch of COVID funds available, and that an increase in salaries will be in the budget for the legal department.

7. Presentation and discussion of the proposed Capital Improvements Program (CIP) Budget for FY 2024-2025. Presented by Micah Siemers, P.E., Director of Engineering.

Using a PowerPoint, Mr. Siemers presented slides showing the G.O. Bond and Sales Tax Projects since 1999 to present, Capital Improvement Project Budgets, Wastewater Fund Carry Over Projects, Stormwater Fund Carry Over Projects, 2019A and 2019B General Obligation Bond Carry Over Projects, 2021A General Obligation Bond Carry Over Projects, 2022 General Obligation Bond Carry Over Projects; 2023 General Obligation Bond Carry Over Projects; Capital Reserve Fund Carry Over Projects, and ½ Cent Sales Tax Carry Over Projects. Continuing, he presented the Wastewater Fund Proposed Projects and Equipment, the Wastewater Regulatory Fund Proposed Projects and Equipment, the City Hall Fund Proposed Projects and Equipment, the Capital Reserve Fund Proposed Projects and Equipment, and the ½ Cent Sales Tax Proposed Projects and Equipment.

In summary, a list of projects proposed for funding during the upcoming fiscal year was presented. Funding for the projects has been identified through the 2020 Half-cent Sales Tax Extension and the Enterprise Fund 5-Year Capital plans. They are as follows:

- Tuxedo Bridge rehab
- Sunset Bridge rehab with pedestrian bridge
- Adams Golf Course greens rebuild
- Park parking lot improvements
- Yale asphalt rebuild
- Wilshire, Waverly, Oakdale, and Highland concrete street rehabilitations
- Dewey, Quail Ridge, Cambridge, Braddock and Southport asphalt street rehabilitations
- Sooner Park Basketball courts and gaga ball pit
- Madison Boulevard reconstruction - Tuxedo to water tower
- Downtown landscaping improvements Phase 3
- Sooner Park restroom remodel
- Bicycle signage
- Police vehicles and body-worn cameras
- Fire tanker/engine
- Preventative maintenance street repairs

Discussion covered when the new Civitan Park Shade Structure would be completed. The contractor says it will be approximately two weeks before it can be placed. Mayor Copeland stated his appreciation of staff for their work on the budget and the conservative approach.

- 8. There being no further business to address, Mayor Copeland adjourned the workshop meeting at 8:29 p.m.**

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

SUBJECT:

Discuss and take action to appoint Ms. Allison Swift to the Street & Traffic committee.

Attachment: Ms. Swift's application.

II. STAFF COMMENTS AND ANALYSIS

Ms. Swift expressed interest in serving on the Committee per her application. Her community involvement has been Project Community Foundation, Bartlesville Rotary, Sizzlin' Summer Fest, CommUNITY Fest and she was in the Leadership Bartlesville Class in 2022. She would like to be part of the continued success of the street and traffic the committee.

III. RECOMMENDED ACTION

Staff recommends to approve the appointment of Ms. Swift to the Street/Traffic Committee, at the recommendation of Councilman Roszel.

Council Member or Staff Member

Date

Please check the ones you wish to serve on:

- Street and Traffic Committee

Name

Allison Swift

Address

916 Lariat Dr
Bartlesville, Oklahoma 74006
[Map It](#)

Home Phone

(918) 409-3373

Work Phone

(918) 661-3863

Cell Phone

(918) 409-3373

Email

swiftly.allison@gmail.com

Ward Number

1

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

I worked at the Bartlesville Community Center for 5 years. I was their event coordinator up until May 2023.

I am now employed at ConocoPhillips as their Administrative Assistant to the Manager, Digital Tech, Strategy & Planning - Brandon Biggs.

I was the Leadership Bartlesville Class 31 President with David Topping.

I have applied to be on this board in 2021 when Katie Boatright rolled off but I did not live in the City district. I have now bought a house in Ward 1 and would like to reapply to join this great team!

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

Project Tribute Foundation | Secretary | 2021 - Current

Bartlesville Rotary | Member | 2022 - Current

Sizzlin' Summer Series | Committee Member | 2020 - 2023

Bartlesville Wedding Association | Vice President | 2021 - 2023

CommUNITY Fest | Committee Member | 2021 - 2023

Leadership Bartlesville Class 31 | President | 2021 - 2022

City Church | Kids Leader | 2019 - 2021

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

I think you guys have been doing a great job. I would like to be a part of your continued success and help educate our community on the street and traffic development.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

SUBJECT:

Discuss and take action to appoint Mr. Orville Burks to the Street & Traffic committee.

Attachment: Mr. Burks application.

II. STAFF COMMENTS AND ANALYSIS

Mr. Burks expressed interest in serving on the Committee per his application. He has worked for the Bartlesville Public Schools since 2006 and is the Director of Transportation. He serves as the communication director on the Oklahoma Association for Pupil Transportation. He understands the need to attract young families to this community and feels he can make a difference in our City.

III. RECOMMENDED ACTION

Staff recommends to approve the appointment of Mr. Burks to the Street/Traffic Committee, at the recommendation of Councilman Roszel.

Council Member or Staff Member

Date

Orville Burks

Residential Address

230 NE WILSHIRE AVE
Bartlesville, OK 74006-1834
[Map It](#)

Home Phone

(918) 841-1500

Work Phone

(918) 336-1733

Email

orvilleburks@gmail.com

Ward Number

1

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

I have been in Bartlesville since 1986. I have a BS in Business Administration and am working on my Master's. I have worked for Bartlesville Public Schools since 2006. Now, I am the Director of Transportation. I have raised a family in this community; I understand the need to attract young families to this great community. I also serve as the communication director on the Oklahoma Association for Pupil Transportation (OAPT) board of directors. The position with OAPT is an elected one that is done at the annual state convention.

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

I do not have any previous Bartlesville committee. However, I do feel I can help make a difference in our great city.

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

For any position, I will continually strive to be the very best committee person that I can be. I have a servant mentality, and I am not afraid of hard work.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

SUBJECT:

Discuss and take action to appoint Ms. Kristy Kier to the Street & Traffic committee.

Attachment: Ms. Kier's application.

II. STAFF COMMENTS AND ANALYSIS

Ms. Kier expressed interest in serving on the Committee per her application. She has previously served on the committee which expired in 2017. She learned a lot about best practices and logic behind road improvements and would like to continue to prioritize street conditions with the best financial responsibility for the Bartlesville community. She is also a board member for the Journey Home and a volunteer for United Way.

III. RECOMMENDED ACTION

Staff recommends to approve the appointment of Ms. Kier to the Street/Traffic Committee, at the recommendation of Councilman Roszel.

Council Member or Staff Member

Date

Please check the ones you wish to serve on:

- Street and Traffic Committee

Name

Kristy Kier

Address

5215 Manning Rd.
Bartlesville, OK 74006
[Map It](#)

Home Phone

(918) 914-1662

Cell Phone

(918) 914-1662

Email

kristykier@gmail.com

Ward Number

1

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

Have been on the Streets and Traffic committee previously and enjoyed my term. I learned a lot about best practices and logic behind the prioritizing road improvements.

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

Previously on Street and Traffic committee (6 years), team member to stand up The Journey Home and initial board member (6 years), volunteer for Bartlesville United Way (4 years plus current on CIC).

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

Continue to prioritize street conditions with the best financial responsibility for the betterment of the Bartlesville community.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint Cole Crockett to a three-year term on the Sewer System Improvements Oversight Committee (SSIOC).

II. STAFF COMMENTS AND ANALYSIS

Mr. Crockett is a local business owner and is familiar with health and safety regulations. His background and experience will provide valuable insight to the SSIOC. Mr. Crockett's application is below.

Name

Cole Crockett

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

I own a business therefore I have insight into organizational operations, financial planning, and resource allocation. I am familiar with health and safety regulations, which can translate well to understanding the regulatory aspects of municipal services. I am also capable of handling financial statements, budgets, and cost control which may be relevant in the oversight of municipal projects.

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

I don't have traditional community involvement as I work a lot, however I believe my role as a business owner inherently connects me to the community. I provide a service, interact with customers, and contribute to the local economy.

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

I want the sewer system to operate efficiently and effectively, meeting the needs of residents and businesses. Recommend phased action plans and bond issues to accomplish the necessary improvements which promotes practices that protect the environment and public health.

III. RECOMMENDED ACTION

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

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Wednesday, March 20, 2024 4:05 PM *See above*
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

*cc: Ben Lawritsen
Trevor J. ORSEY*

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Sewer System Improvement Oversight Committee

Name

Cole Crockett

Residential Address

508 W 19th St
Bartlesville, Oklahoma 74003
[Map It](#)

Work Phone

(918) 333-9300

Cell Phone

(620) 688-2050

Email

colec.bville@protonmail.com

Ward Number

3

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

I own a business therefore I have insight into organizational operations, financial planning, and resource allocation. I am familiar with health and safety regulations, which can translate well to understanding the regulatory aspects of municipal services. I am also capable of handling financial statements, budgets, and cost control which may be relevant in the oversight of municipal projects.

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

I don't have traditional community involvement as I work a lot, however I believe my role as a business owner inherently connects me to the community. I provide a service, interact with customers, and contribute to the local economy.

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

I want the sewer system to operate efficiently and effectively, meeting the needs of residents and businesses. Recommend phased action plans and bond issues to accomplish the necessary improvements which promote practices that protect the environment and public health.

Elaine Banes

From: Trevor D. Dorsey <tdorsey@equitybank.com>
Sent: Monday, April 1, 2024 9:27 AM
To: Elaine Banes; Terry L. Lauritsen
Cc: Marcy Koester
Subject: RE: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

I would recommend Cole for an open seat on the SSIOC committee.

Thank you,

Trevor

Trevor D. Dorsey | SEK/NOK Regional President
EQUITY BANK | 112 E Myrtle St, Independence, KS 67301
Phone: 620-331-1660 Ext 3425 | Fax: 620-331-1600 NMLS#469267
tdorsey@equitybank.com | www.equitybank.com



From: Elaine Banes <rebanes@cityofbartlesville.org>
Sent: Thursday, March 21, 2024 2:33 PM
To: Terry L. Lauritsen <tlaurit@cityofbartlesville.org>; Trevor D. Dorsey <tdorsey@equitybank.com>
Cc: Marcy Koester <mjkoester@cityofbartlesville.org>
Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

****External email from rebanes@cityofbartlesville.org please be cautious of attachments and links.****

Good afternoon,

Please see the application below for your consideration.

Thank you,

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

Elaine Banes

From: Val Callaghan <vcallaghan@bartlesvillecenter.com>
Sent: Tuesday, April 23, 2024 1:58 PM
To: Elaine Banes
Cc: Dale Copeland
Subject: BCC TA Member Appointment for May City Council Meeting Agenda

CAUTION: External Source. THINK BEFORE YOU CLICK!

Good Afternoon Elaine,

Mayor Copeland asked me to reach out to you about adding an item to the next City Council meeting agenda.

We'd like to propose appointment of Jan Watt to the BCC TA to fill Andy Novak's expiring term.

Thank you!

Val Callaghan
Managing Director
The Center | Unity Square
918.337.2787

www.bartlesvillecenter.com | www.unitysquarebvl.com



Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Monday, October 2, 2023 6:29 AM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities



cc: 


CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Community Center Trust Authority

Name

Jan Watt

Address

22 County Road 2904
Bartlesville, OK 74003-7100
[Map It](#)

Home Phone

(918) 440-0587

Cell Phone

(918) 440-0587

Email

jan.musicrules@gmail.com

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

My background includes 17 years of volunteering/employment in many different roles with Children's Musical Theatre, serving on their board and have spent numerous hours at the BCC producing musicals and working shows and in meetings with BCC staff ; Serving on Allied Arts and Humanities Council before the dissolution of the organization; I have served on many committees within the school district for numerous years and lead the parent groups at 2 schools; worked at Big Brothers Big Sisters for 1 year and volunteer each year with The BIG event; I have been employed with the school district as Choral Accompanist/Assistant since 2011; I have a Bachelor's degree in Merchandising & Retailing and 3 minors in Business, Communications and Music.

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

As I stated in the previous section - I have been involved with various fine arts organizations and school over 17 years. CMT- 2006-present; Allied Arts & Humanities Board-2014 until dissolution; School system-volunteering since 2001 as Parent Support group president at Hoover and Madison-5 years, Math Textbook Adoption committee – 2003-2004; Kurt Schmoldt Award committee – 2006-2007; Gifted/Talented Task Force & Pilot Planning Team – 2006-2008; District Calendar Planning Committee – 2005-2006; District Technology Committee – 2006-2007 ; District Safety Committee – 2014-2015 and as employee since 2005; East Cross Methodist Church Children's Music Director 2002-2013;

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

The Bartlesville Community Center is an integral part of Bartlesville. In the many hours I have spent there behind the scenes and with the staff, I have experienced how much joy and culture and wide-ranging community activities that the BCC/The Center brings to this community. The facility is beautiful and a rare treasure in a community this size and I would like to be a part of the trust authority to help continue sharing this venue with the community by promoting its use for the community, continuing relationships with local fine arts groups - BSO, Chorale, CMT, BCCA, Broadway shows, arts shows, Missoula, smaller convention type/trade shows and other events that fit this space.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to reappoint Richard Keim to an additional three-year term on the Ambulance Commission.

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department staff recommends the reappointment of Richard Keim. Mr. Keim has served his initial term well, providing valuable input to the committee. He is qualified and willing to serve.

III. RECOMMENDED ACTION

Staff recommends the reappointment of Richard Keim for a second term at the next available City Council meeting.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on the appointments of Dr. Gopal Chandrasekharan 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.

Dr. Gopal Chandrasekharan – Local Physician

Dr. Gopal Chandrasekharan, born in Savannah, Georgia, spent his formative years in Kerala, India, before returning to the United States after high school. He graduated summa cum laude from Pittsburg State University in Kansas, pursued his medical education at the University of Oklahoma (OU), and completed his Pediatrics residency at OU-Tulsa. Currently, Dr. Chandrasekharan is the Ob-Gyn/Pediatrics Section Chief at Jane Phillips Medical Center, where he also provides Level II newborn care and inpatient services.

III. RECOMMENDED ACTION

Approval of the appointments of Dr. Gopal Chandrasekharan to the Keep Bartlesville Beautiful (KBB) Committee each for a three year term.

Rec'd 8/15/23 JB

CITY OF BARTLESVILLE

APPLICATION FOR CITY BOARDS, COMMISSIONS, COMMITTEES AND TRUST AUTHORITIES

✓ - Please check the ones you wish to serve on:

- | | |
|--------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Adams Municipal Golf Course Committee | <input type="checkbox"/> Community Center Trust Authority |
| <input checked="" type="checkbox"/> Ambulance Commission | <input type="checkbox"/> Construction and Fire Code Appeals Board |
| <input type="checkbox"/> Bartlesville Adult Center Trust Authority | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Bartlesville Convention & Visitors Bureau | <input checked="" type="checkbox"/> Park Board |
| <input checked="" type="checkbox"/> Bartlesville Development Authority | <input type="checkbox"/> Sewer System Improvement Oversight Committee |
| <input type="checkbox"/> Bartlesville History Museum Trust Authority | <input type="checkbox"/> Street and Traffic Committee |
| <input type="checkbox"/> Bartlesville Library Trust Authority | <input type="checkbox"/> Tax Incentive District Review Committee |
| <input checked="" type="checkbox"/> Bartlesville Redevelopment Trust Authority | <input type="checkbox"/> Tower Green Design Committee |
| <input checked="" type="checkbox"/> Bartlesville Water Resources Committee | <input type="checkbox"/> Transportation Committee |
| <input type="checkbox"/> City Board of Adjustment | <input checked="" type="checkbox"/> Tree Sub-Committee of the Park Board |
| <input checked="" type="checkbox"/> City Planning Commission | <input type="checkbox"/> White Rose Cemetery Board |

NAME: GOPAL CHANDRASEKHARAN HOME PHONE: _____

ADDRESS: 2801 Silver Lake Road WORK PHONE: _____

CITY/STATE/ZIP: Bartlesville, OK - 74006 CELL PHONE: 918-914-3939

EMAIL ADDRESS: gopalmcusa@gmail.com WARD NO: _____

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

I am a local pediatrician who is deeply invested in the community.

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

I have attended a few townhall meetings & city council meetings.

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

To update city codes to better reflect the contemporary expectations of quality of life in order to attract young professionals & their families.

Signature:  Date Applied: 08/15/23

Please mail or deliver to: City of Bartlesville
City Manager's Office
401 S. Johnstone Ave.
Bartlesville, OK 74003



For anything additional, please attach.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and approve amendment to the City Council's employee agreements with the City Manager, City Attorney, and Municipal Judge.

Attachments:

Resolution amending the contracts of the City Manager, City Attorney, and Municipal Judge retroactive to their effective date.

II. STAFF COMMENTS AND ANALYSIS

The City Council has four employees that it is responsible for under our Charter. These are the City Manager, City Attorney, Municipal Judge, and City Treasurer. Three of these positions, City Manager, City Attorney, and Municipal Judge, have contracts with the City. The City Treasurer's position is combined with the City's Finance Director's position by action of the Council, and therefore does not have a contract.

The employees with contracts have a provision in their agreements that sets compensation based on an annual salary. The intent was that this annual salary be divided by the number of pay periods (26) and be paid biweekly at the same time and manner as other employees. This works well in a normal year, but every 11 years we have 27 pay periods in a year. In those rare, yet predictable odd years, a contract employee would receive 1/26th more in wages than identified in their annual compensation amount. This is how it works for all other employees, but it creates a technical issue for those whose wages are determined by a maximum annual amount.

In order to resolve this issue, Staff is proposing that all of the Council's employees' agreements be amended to provide an exception in any year that did not have 26 pay periods. The attached resolution has been reviewed by the City Attorney. All future contracts will contain this language to avoid this in the future.

Please schedule this for the consent agenda at the May City Council meeting.

III. RECOMMENDED ACTION

Approve the attached resolution amending the contracts of the City Council's contract employees.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BARTLESVILLE
AMENDING THE AGREEMENTS FOR THE CITY ATTORNEY, MUNICIPAL
JUDGE, AND CITY MANAGER.**

WHEREAS, the City Council employs three contract employees; and

WHEREAS, these contract employees are compensated via annual salary; and

WHEREAS, it was the intent that these employees be paid biweekly at the same time and manner as other employees of the City; and

WHEREAS, every eleven years, there is a year that contains twenty-seven pay periods; and

WHEREAS, years with twenty-seven pay periods create a technical issue that must be resolved so that contract employees may receive the intended compensation.

NOW THEREFORE, BE IT RESOLVED that the Bartlesville City Council amends the City's agreements with the City Attorney, Municipal Judge, and City Manager to provide that those annual salaries shall be paid in bi-weekly installments equal to 1/26th of the employee's annual salary, and in the event that there is other than twenty-six pay periods in a year, these employees shall be paid the bi-weekly installment indicated herein for all pay periods without regard to the annual base salary.

BE IT FURTHER RESOLVED that this amendment shall be retroactive to the initial effective date of all contracts subject to this provision.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bartlesville, Oklahoma, held the 6th day of May 2024.

City of Bartlesville

Mayor

ATTEST:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve an Inter-Local Agreement (“Agreement”) for cooperative law enforcement among and between the Bureau of Indian Affairs and Indian Tribal Governments, on behalf of the Osage Nation Police Department, (“Osage Nation”) and the Bartlesville Police Department, a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

Attachments:

Inter-Local Agreement

Copy of the Deputation Agreement with the State of Oklahoma and Department of Interior

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department believes the attached Inter-Local Agreement would be in the best interest of the citizens of Bartlesville, Oklahoma, and the citizens of the Osage Nation. We currently assist the Osage Nation Police Department when requested; this would give us an agreement in writing.

III. RECOMMENDED ACTION

Staff recommends that the Council review and approve the Inter-Local Agreement (“Agreement”) for cooperative law enforcement among and between the Bureau of Indian Affairs and Indian Tribal Governments, on behalf of the Osage Nation Police Department, (“Osage Nation”) and the Bartlesville Police Department, a department of The City of Bartlesville, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“City of Bartlesville”).

RESOLUTION 2024-____

A RESOLUTION OF THE CITY OF BARTLESVILLE, OKLAHOMA, A MUNICIPAL CORPORATION, APPROVING A COOPERATIVE LAW ENFORCEMENT AGREEMENT BETWEEN THE CITY OF BARTLESVILLE AND THE BUREAU OF INDIAN AFFAIRS.

WHEREAS, interlocal government agreements for the cooperative law enforcement between the state law enforcement agencies, the Bureau of Indian Affairs, and Indian Tribal Governments are recognized and authorized by the Indian Law Enforcement Reform Act, 25 U.S.C. Section 2801, *et seq.*, and Oklahoma Law, Title 74 O.S. Section 1001, *et seq.*, and the state Tribal Relations Act, Title 74 O.S. Section 1221, and:

WHEREAS, the City Council of the City of Bartlesville, Oklahoma, finds it would be in the best interest of the citizens of Bartlesville, Oklahoma, to enter into such an agreement.

WHEREAS, the Osage Nation Police Department, finds that it would be in the best interest of the citizens of the Osage Nation, to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the City Council of the City of Bartlesville, Oklahoma, meeting in Regular Session on this ____ day of _____, 2024, that the City of Bartlesville, Oklahoma, shall enter into a Cooperative Law Enforcement Agreement with the Bureau of Indian Affairs and the Osage Nation providing for cooperative law enforcement efforts and the cross deputation of law enforcement officers of the City of Bartlesville Police Department, the Bureau of Indian Affairs, and the Osage Nation.

BE IT FURTHER RESOLVED by the Mayor and the City Council of the City of Bartlesville, Oklahoma, that said Agreement shall not take effect until the same is approved by the City Attorney of the City of Bartlesville, Oklahoma, the Attorney General of the Osage Nation, and the Chief of Police of the Osage Nation.

PASSED AND APPROVED this ____ day of _____, 2024, after full compliance with the Oklahoma Open Meeting Act.

CITY OF BARTLESVILLE, OKLAHOMA

A municipal corporation

By: _____
Dale Copeland, Mayor

ATTEST:

By: _____
City Clerk

[SEAL]

APPROVED AS TO FORM:

By: _____
Jess Kane, City Attorney

OSAGE NATION

A federally recognized tribe

By: _____
Geoffrey Standing Bear, Principal Chief

By: _____
Clint Patterson, Attorney General

By: _____
Nick Williams, Chief of Police

**CITY ADDENDUM
ADDITION OF CITY TO
DEPUTATION AGREEMENT
FOR LAW ENFORCEMENT IN THE
OSAGE NATION**

The undersigned City of Bartlesville hereby joins into the Deputation Agreement for Law Enforcement as amended, in the Osage Nation, effective on this ____ day of _____, 2024.

Dale Copeland, Mayor

Date

Kevin Ickleberry, Chief of Police

Date

Clint Patterson, Attorney General

Date

F I L E D

JAN 23 2006

Deputation Agreement

**OKLAHOMA SECRETARY
OF STATE**

Whereas, pursuant to the Indian Law Enforcement Reform Act, 25 U.S.C. § 2801, *et seq.*, the Secretary of the Interior, acting through the Bureau of Indian Affairs (BIA), is responsible for providing, or assisting in providing law enforcement in Indian Country; and

Whereas, the Secretary has delegated this authority to the Assistant Secretary – Indian Affairs, and the Assistant Secretary – Indian Affairs has redelegated this authority to the Director of the BIA, who has redelegated it to the Deputy Bureau Director, Law Enforcement Services and Security (OLESS), BIA; and

Whereas, the Assistant Secretary – Indian Affairs is committed to working with tribal governments and tribal law enforcement to strengthen law enforcement in Indian country; and

Whereas, on February 10, 2004, the Assistant Secretary – Indian Affairs articulated policy guidance to the BIA -- as published at 69 Fed. Reg. 6,321 -- to govern the implementation of Special Law Enforcement Commission Deputation Agreements; and

Whereas, this policy expressly lays out issues regarding good faith efforts on behalf of all parties involved in the aforementioned agreements, including as they relate to liability;

It is therefore resolved that the BIA, Office of Law Enforcement Services and Security (OLESS) and the Tribes, the State of Oklahoma, and political subdivisions of the State of Oklahoma, enter into this Deputation Agreement to govern the BIA OLESS's issuance of Special Law Enforcement Commissions, pursuant to the Assistant Secretary – Indian Affairs' Cross-Deputation Agreements, Memoranda of Understanding, Memoranda of Agreement, and Special Law Enforcement Commission Deputation Agreements policy guidance (69 Fed. Reg. 6,321).

This Deputation Agreement is entered into this 28th day of April, 2005, by and between the Tribes, federally recognized Indian tribes, BIA, OLESS, Department of the Interior, and the State of Oklahoma and its political subdivisions, pursuant to the authority of the Indian Law Enforcement Reform Act, 25 U.S.C. § 2801, *et seq.*, related tribal ordinances, and in accordance with the Oklahoma Interlocal Cooperation Act, and the State-Tribal Relations Act, which provide for cooperative agreements to promote better law enforcement services. The Tribes have enacted tribal resolution(s) to authorize(s) the appropriate entity or individual to enter into this Agreement on the Tribe's behalf and to authorize the Tribal Law Enforcement Officers, and/or Officers of the State of Oklahoma, and its political subdivisions, under a BIA Special Law Enforcement Commission (SLEC) issued through the Secretary of the Interior, to enforce federal laws in Indian country. Pursuant to an appropriate tribal resolution, any of the law enforcement agencies will also be authorized to enforce tribal law.

The intent of this Agreement is to provide for the *cross deputation* of law enforcement officers employed by the tribes, the State of Oklahoma, and political subdivisions of the State of Oklahoma, which are a party to this Agreement, and the BIA so that the Law Enforcement officers will be authorized to assist the BIA in its duties to provide law enforcement services and to make lawful

arrests in Indian country within or near the jurisdiction of the Tribe or as described in section 5. In view of the checkerboard areas in Oklahoma, it is the express desire and intent of all parties to this Agreement to allow law enforcement officers to react immediately to observed violations of the law and other emergency situations in and outside of Indian country within the state of Oklahoma.

All parties to this Agreement recognize that when law enforcement officers arrest a criminal suspect, the officers may not know whether the suspect or the victim is an Indian or non-Indian, or whether the arrest or the suspected crime has occurred in Indian country, as defined by 18 U.S.C. § 1151, and that therefore there is great difficulty in determining immediately the proper jurisdiction for the filing of charges. It is further recognized that the official jurisdictional determination will be made by a prosecutor or court from one of the various jurisdictions, not by cross-deputized arresting officers.

The parties further expressly recognize the manifest intent of the Indian Law Enforcement Reform Act to eliminate the uncertainties that previously resulted in the reluctance of various law enforcement agencies to provide services in Indian country for fear of being subjected to tort and civil rights suits as a consequence of the enforcement or carrying out in Indian country of certain federal law. To eliminate such concerns, pursuant to the authority granted by 25 U.S.C. § 2804(a) and (f), Tribal or State Law Enforcement Officers who are deputized by the Bureau of Indian Affairs Special Law Enforcement Commission will be deemed employees of Department of the Interior for purposes of the Federal Tort Claims Act while enforcing or carrying out laws of the United States covered by this deputation agreement, to the extent outlined in this agreement. All parties to this Agreement (the BIA, the Tribes, the State of Oklahoma, and political subdivisions of the State of Oklahoma) therefore agree as follows:

1. Purpose

The purpose of this Agreement is to provide for efficient, effective, and cooperative law enforcement efforts in and around Indian country in the State of Oklahoma, and its terms should be interpreted in that spirit. Accordingly, all parties to this Agreement shall cooperate with each other to provide comprehensive and thorough law enforcement protection, including but not limited to effecting arrests, responding to calls for assistance from all citizens and also from other law enforcement officers, performing investigations, providing technical and other assistance, dispatching, and detention.

This Agreement is not entered into pursuant to the Indian Self-Determination Act and Education Assistance Act, P.L. 93-638, as amended. The Secretary's revocation or termination of this Agreement is subject to the appeal and review procedure provided below.

2. Commissions

A. The BIA as a party to this Agreement may, in its discretion, issue special law enforcement commissions to law enforcement officers of another agency, upon the application of such officers. Any other agency party to this agreement may also commission the officers of any other agency party to this agreement. Such commissions shall grant the officers the same law enforcement authority as that of officers of the entity issuing the commission (unless specifically limited by the terms of the commission), as more specifically described in Section 3 of this Agreement.

When the BIA issues such a commission, it shall provide notice of that commission, including the name of the officer receiving the commission, to any other agencies that are parties to this Agreement or that should be aware of this Agreement. The BIA further has the authority to evaluate the effectiveness of the commissions and to investigate any allegations of misuse of authority. 25 C.F.R. § 12.21. Pursuant to such evaluation the BIA has the authority to revoke a deputation agreement with a law enforcement agency or to revoke an individual officer's SLEC subject to the appeal and review procedures provided below.

- B.** A commission shall not be granted unless the applicant has complied with all the prerequisites for appointment as a police officer as set forth in 25 C.F.R. Part 12 and with the specific requirements of the commissioning agency. Those prerequisites must include the following:
1. United States citizenship;
 2. A high school diploma or equivalent;
 3. No conviction for a felony, a misdemeanor which restricts the ability to carry firearms, or other crime involving moral turpitude (including any convictions expunged from an individual's record);
 4. Documentation of semi-annual weapons qualifications; and
 5. A finding that the applicant is free of any physical, emotional, or mental condition that might adversely affect his or her performance as a police officer.

Further, an officer seeking an SLEC must not have been found guilty of, or entered a plea of *nolo contendere* or its equivalent (such as an *Alford* plea), or guilty to any felonious offense, or any of certain misdemeanor offenses under Federal, State, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact, or prostitution, or crimes against persons, or offenses committed against children.

- C.** The BIA may further impose any other requirements, including, but not limited to, an orientation course on Federal, tribal, or state criminal procedures.
- D.** If requested by the BIA, the applicant's agency shall provide a Federal Bureau of Investigation criminal history background check on the applicant.
- E.** If BIA denies an officer a commission, it shall disclose the grounds for such denial in writing to the agency which employs the applicant.
- F.** All parties to this agreement may, at any time, suspend or revoke an officer's commission for reasons solely within its discretion. The parties shall notify the officer's agency in writing of the suspension or revocation and the reasons therein and the officers' right to appeal as set forth below. Within ten (10) days after such

notification, that agency shall cause the commission card and any other evidence of the commission to be returned to the issuing party.

- G. If the commissioned officer's agency possesses or comes to possess any information on the officer, which provides grounds for the suspension or revocation of the commission, it shall immediately notify the commissioning party.
- H. A commission issued by the BIA under this agreement shall not be used to invoke any State of Oklahoma authority. Officers holding SLECs who are responding to a call, conducting an investigation, or otherwise exercising their authority shall, in their discretion and in the exercise of sound police judgment, address any potential violations of Federal or Tribal law.

3. Scope of Powers Granted

- A. Tribal, State, and State subdivision law enforcement officers carrying SLECs issued by the BIA pursuant to this Agreement are given the power to enforce:

All Federal laws applicable within Indian country, and specifically the signatory tribes' Indian country, including the General Crimes Act, 18 U.S.C. § 1152, and the Major Crimes Act, 18 U.S.C. § 1153, consistent with the authority conveyed pursuant to Federal law through the issuance of commissions or other delegations of authority. See Appendix A, which includes an illustrative list of Federal statutes that officers may be called upon to enforce; this list is not exhaustive.

- B. All parties to this Agreement note that the applicability of Federal and tribal laws in Indian country may depend on whether the suspect or the victim is Indian, and the parties agree that nothing in this Agreement makes any law applicable to a certain person or certain conduct where it would not otherwise be applicable. (A qualified immunity defense may still be available in appropriate circumstances notwithstanding this limitation.) Accordingly, the purpose of this Agreement is to provide commissioned Law Enforcement Officers other than BIA Law Enforcement Officers the authority to enforce applicable laws. This includes statutes set forth in the local U.S. Attorney Guidelines as well as all laws and statutes applicable in Indian country as described in Section 3.A and Appendix A.
- C. Nothing in this Agreement limits, alters or conveys any judicial jurisdiction, including the authority to issue warrants for arrest or search and seizure, or to issue service of process. Similarly, nothing in this Agreement is intended to impair, limit, or affect the status of any agency or the sovereignty of any government. Lawful actions pursuant to this federal Agreement and a commission issued under it supersede any contrary Tribal, State, or local law, ordinance, or practice.
- D. This Agreement does not create any rights in third parties. Issuance and revocation of SLECs or other commissions pursuant to this agreement are at the sole discretion of the issuing agency party to this agreement.

4. Uniform, Vehicles and Weapons
 - A. BIA policy requires that BIA police officers will as a rule be in duty-appropriate uniforms, which will conform with the parameters outlined in the BIA Law Enforcement Handbook, carry a weapon where required by their duties and, when stationed in marked police vehicles, will operate such marked police vehicles equipped with light bars. This policy is standard for police forces nationwide, and is necessary for the safety of the officer and to communicate the officer's status and authority to members of the public and to those suspected of criminal activities.
 - B. Police officers that are temporarily off duty during a shift, or whose duty is temporarily interrupted for any reason are expected to remain in duty-appropriate uniforms, in a marked vehicle, if so stationed, and otherwise prepared for duty so that they are available to respond to emergency calls.
 - C. Police officers and their supervisors may make exceptions to these requirements for undercover operations or otherwise on a case-by-case basis, but deviations from this rule are expected to be infrequent and will usually occur for compelling law-enforcement reasons.
5. Travel Outside of Indian Country
 - A. The ordinary duty stations of BIA police officers are located within the boundaries of Indian country. In some situations, however, BIA police officers will be required to leave Indian country as a part of or incidental to their duties. This may occur, for example, where they are responding to an incident in another area of Indian country; where they are transporting evidence or suspects to or from locations in Indian country or to or from other police, court, or prison facilities; when they reside off-reservation and are travelling to their duty station or responding to an emergency call; or when they must obtain products or services located off-reservation while on duty or in the normal course of their business day.
 - B. When traveling outside of Indian country, BIA police officers retain their status as Federal law enforcement officials. They are therefore expected as a rule to be in uniform and to operate marked police vehicles as set forth in paragraph 4. They may also be armed; may transport evidence; and may exercise the authority of law enforcement officers to maintain control of suspects in such situations. They may also perform comparable incidental Federal police activities outside of Indian country, but will not as a rule conduct investigations or make arrests outside of Indian country, absent exigent circumstances or: (1) a nexus to a crime committed in Indian country, (2) a need to assist a state agency pursuant to this agreement, and (3) communicating and coordinating with the appropriate local or Federal authorities over procedures and methods.
6. Officers Holding SLECs
 - A. Officers holding SLECs are treated as BIA police officers for enforcing Federal laws.

They therefore will conform to all requirements and limitations set forth in this agreement, and in particular in paragraphs 4 and 5.

- B. In any situation in which an officer holding an SLEC might receive a call related to a potential Federal offense, that officer will as a rule be in uniform and in a vehicle equipped as set forth in paragraph 4. Such an officer may undertake off-reservation travel as set forth in paragraph 5.
- C. In any situation in which an officer holding an SLEC is responding to a call that may involve a Federal offense, or undertaking any other duties that relate to or may potentially relate to their Federal functions, he or she will conform to the provisions of this agreement, and in particular those in paragraph 5. The officer will function as a BIA police officer as set forth in paragraph 5, irrespective of the boundaries of the Tribe's reservation or the location of Indian country.
- D. When an officer holding an SLEC receives an emergency call in circumstances where a Federal offense may exist, he or she will respond in emergency mode and will travel to the site of the call as rapidly as it is possible to do without compromising safety, irrespective of the boundaries of Indian country or his or her present location. He or she will observe the restrictions on the activation of emergency mode and the precautions for the safety of bystanders required in the BIA, OLESS Law Enforcement Handbook and otherwise respond as appropriate and prudent. In instances where the State has criminal jurisdiction in Indian country, and where there is no significant reason to anticipate that a Federal offense may exist with respect to a particular emergency call, Tribal law enforcement officers will respond in accordance with policies and practices set forth under State and local law, but may, in certain circumstances, retain their Federal status.
- E. When located outside of Indian country, officers holding SLECs may respond to observed violations of Federal law in a public safety emergency as appropriate and prudent. Irrespective of their location, officers holding SLECs may only respond to violations of exclusively State law to the extent consistent with that State's law. Officers carrying SLECs may respond to concurrent violations of State and Tribal or Federal laws to the extent consistent with Tribal or Federal law.

7. Disposition and Custody

- A. Any person arrested by an officer commissioned pursuant to this Agreement shall immediately be brought to the attention of a responsible official of the apparent prosecuting jurisdiction. In order to ascertain the proper prosecuting jurisdiction, the officer shall attempt to determine, where practicable, whether the arrestee is Indian or non-Indian. The official determination of proper jurisdiction, however, will be made by a prosecutor or court, not a law enforcement officer commissioned under this Agreement.
- B. The agency with whom the arresting officer is employed shall ensure the arrestee

appears before a judge of the appropriate jurisdiction for initial appearance and bond setting within the time guidelines of the tribal, State, or Federal law as may be appropriate.

- C. In the event an Indian detainee or prisoner under the jurisdiction of the Tribe requires medical treatment, the law enforcement agency with custody may transport the detainee or prisoner to the nearest Indian Health Service or the appropriate Tribal health care facility. In such event, tribal or BIA law enforcement officers shall be notified so that necessary protective services may be provided while the detainee or prisoner is admitted at such health facility.

8. Liabilities and Immunities

- A. It is understood and agreed that each agency which is a party to this Agreement, its agents, employees and insurers do not, by virtue of this Agreement, assume any responsibility or liability for the actions of officers commissioned pursuant to this Agreement which are performed outside the scope of their duties.
- B. Notwithstanding subsection A, any Tribal or State Law Enforcement Officers who are deputized by the Bureau of Indian Affairs Special Law Enforcement Commission will only be deemed employees of the Department of the Interior for purposes of the Federal Tort Claims Act (FTCA) while carrying out those laws applicable in Indian country as described in Section 3.A and Appendix A. Therefore, such officer will not be deemed a federal employee under 25 U.S.C. § 2804(f)(1), or for purposes of the Federal Tort Claims Act with respect to the enforcement of any other law except those applicable in Indian country as described in Section 3.A and Appendix A.
- C. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement officers, such as the defense of qualified immunity.
- D. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity, not otherwise expressly waived by legislative act.
- E. The parties to this Agreement specifically agree to hold each other harmless under this Agreement for any civil claim brought against an officer carrying an SLEC arising out of law enforcement activity, except for actions within the scope of authority delegated by this agreement, provided, however, that this hold harmless provision shall not be applicable to any obligation of the United States arising out of a relationship between the United States and the Tribe not created under this Agreement.
- F. The parties to this Agreement agree that the United States has no obligation under this Agreement to provide legal representation for any constitutional claim for any officer carrying a SLEC except as provided by 28 C.F.R. 50.15(a), such that (1) providing representation would otherwise be in the interest of the United States, and

(1) the event from which the claim arises is within the scope of authority delegated by this agreement.

9. Appeal Procedure

Appeals of termination or revocation of this agreement, or suspension or revocation of a commission issued herein, shall be made to the Associate Director of Operations, BIA, OLESS, which decision shall be the final agency action subject to judicial review under the Administrative Procedure Act (APA), 5 U.S.C. § 551. At the tribe's option, appeal may be taken to the Interior Board of Indian Appeals (IBIA) to the extent it has jurisdiction.

10. Additional Parties

It is understood by the parties to this Agreement that additional agencies with law enforcement responsibilities may join as parties hereto, and that amendment may be made to the terms of this Agreement only with the express agreement of all the parties signatory to this Agreement. Additional parties may join this agreement once a fully executed Addendum has been signed and filed with the Oklahoma Secretary of State.

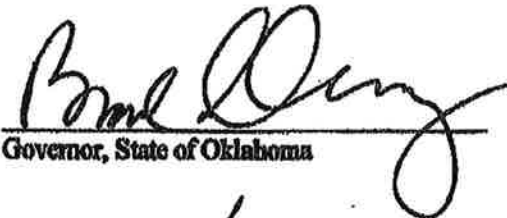
Signatures:



C. Leon Glenn Special Agent in Charge
District II, OLESS-Bureau of Indian Affairs

12-05-05

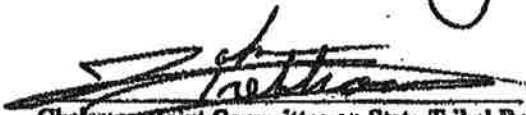
Date



Governor, State of Oklahoma

12/19/05

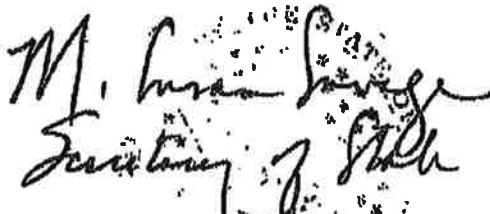
Date



Chairman, Joint Committee on State-Tribal Relations

1/23/06

Date



M. Lura Savage
Secretary of State

1/23/04

Deputation Agreement Between Office of Law Enforcement Services and Security, Oklahoma and the Attached Tribes and Law Enforcement Agencies.

All Federal criminal laws applicable to Indian country, including the General Crimes Act, 18 U.S.C. § 1152, and the Major Crimes Act, 18 U.S.C. § 1153.

All Federal statutes applicable within the signatory tribes Indian country in Oklahoma, which may include, but are not limited to:

1. The Indian country liquor laws, where applicable (18 U.S.C. §§ 1154, 1155, 1156, and 1161),
 2. Counterfeiting Indian Arts and Crafts Board Trade-mark (18 U.S.C. § 1158),
 3. Misrepresentation of Indian produced goods and products (18 U.S.C. § 1159),
 4. Property damaged in committing offense (18 U.S.C. § 1160),
 5. Embezzlement and theft from Indian tribal organizations (18 U.S.C. § 1163),
 6. Destroying boundary and warning signs (18 U.S.C. § 1164),
 7. Hunting, trapping or fishing on Indian land (18 U.S.C. § 1165),
 8. Theft from gaming establishments on Indian land (18 U.S.C. § 1167),
 9. Theft by officers or employees of gaming establishments on Indian land (18 U.S.C. § 1168),
 10. Reporting of child abuse (18 U.S.C. § 1169),
 11. Felon in possession of a firearm (18 U.S.C. § 922(g)),
 12. Youth Handgun Safety Act (18 U.S.C. § 922(x) (2)),
 13. Possession of a firearm while subject to protective order 18 U.S.C. § 922(g) (8)),
 14. Interstate domestic violence - Crossing a state, foreign, or Indian country border (18 U.S.C. § 2261(a) (1)),
 15. Interstate domestic violence - Causing the crossing of a state, foreign, or Indian country border (18 U.S.C. § 2261(a) (2)),
 16. Interstate violation of protective order - Crossing a state, foreign, or Indian country border (18 U.S.C. § 2262),
 17. Illegal trafficking in Native American human remains and cultural items (18 U.S.C. § 1170),
 18. Lacey Act violations (16 U.S.C. § 3371, *et seq.*),
 19. Archaeological Resource Protection Act violations (16 U.S.C. § 470ee),
 20. Controlled substances - Distribution or possession (21 U.S.C. §§ 841(a) (1), 844),
 21. Unauthorized taking of trees (18 U.S.C. § 1853),
 22. Unauthorized setting of fire (18 U.S.C. § 1855),
 23. Assault of a Federal officer (18 U.S.C. § 111), and
 24. Bribery of tribal official (18 U.S.C. § 666(a) (2)).
- This list is not exhaustive.

FILED

MAR 29 2012

**OKLAHOMA SECRETARY
OF STATE**

RESOLUTION NO. 012480

012480

WHEREAS, the Board of County Commissioners of Osage County, Oklahoma have recognized the need for cooperation between Osage County Law Enforcement Officers, Osage Nation/Tribe Law Enforcement Officers and Bureau of Indian Affairs Law Enforcement Officers to provide law enforcement protection for the citizens of Osage County, Oklahoma and all Indian Country lying within the boundaries of Osage County, Oklahoma through their past resolutions, to-wit: Resolution No. 4521 passed September 18, 1995 and the successor resolution passed July 26, 1999;

AND WHEREAS, the Board of County Commissioners of Osage County, Oklahoma recognize the need for continued cooperation and the efforts of the Bureau of Indian Affairs and the State of Oklahoma Tribal Relations Board to create an agreement that will allow all local and state agencies and all tribal agencies and the BIA to cross-deputize law enforcement officers under one umbrella agreement;

AND WHEREAS, the Board of County Commissioners of Osage County, Oklahoma recognize that the Osage Tribal Council is desirous to enter into the new umbrella agreement with Osage County, Oklahoma.

IT IS THEREFORE RESOLVED BY THE BOARD OF COUNTY OF COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA:

That Osage County, Oklahoma enter into the cooperative law enforcement agreement with the Bureau of Indian Affairs and the Osage Tribal Council/Osage Nation executed by Brad Henry, Governor of the State of Oklahoma, and passed by the State of Oklahoma Tribal Relations Board on January 23, 2006 and filed in the Secretary of State's Office on January 23, 2006, together with all of its terms and conditions to replace that original agreement which was effective on February 10, 2000.

It is further resolved that the Chairman of the Board of County Commissioners of Osage County, Oklahoma and the Sheriff of Osage County, Oklahoma shall execute said agreement and that the same shall not take effect until filed with the Secretary of State of the State of Oklahoma.

045400



STATE OF OKLAHOMA } ss.
COUNTY OF OSAGE

I, **DENNY HUTSON**, County Clerk in and for the County and State above named do hereby certify, that the foregoing is a true and correct copy of a like instrument now of record in my office. Witness my hand and official seal this 29th day of February, 2012.

By: Denny Hutson
County Clerk

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA THIS 8TH DAY OF MAY, 2006.

20th day



BOARD OF COUNTY COMMISSIONERS
OSAGE COUNTY, OKLAHOMA

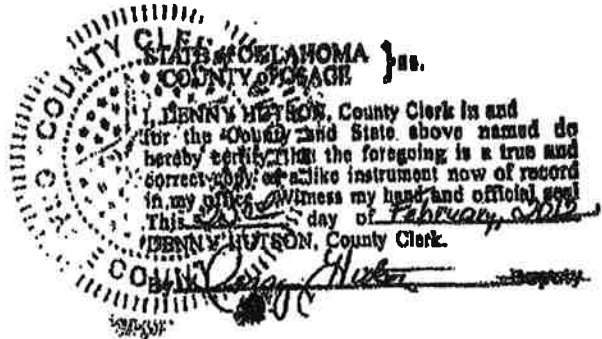
BY: *Charles S. Wootley*
CHAIRMAN

Scott Helt
Member

Jim Clark
Member

Approved as to form:

[Signature]
District Attorney



3d

CITY ADDENDUM
ADDITION OF CITY TO
DEPUTATION AGREEMENT
FOR LAW ENFORCEMENT IN THE

FILED
FEB 14 2013
OKLAHOMA SECRETARY
OF STATE

OSAGE NATION
TRIBE [NATION]

The undersigned City of Tulsa, Oklahoma hereby joins into the
Deputation Agreement for Law Enforcement in the Osage Nation, effective on _____
_____, 2012.

Alamy F. Salter
Mayor

JAN 23 2013
Date

ATTEST:
Donna Kell
DEPUTY City Clerk

APPROVED:
Shelton Benedict
City Attorney

David P. [Signature]
City Council

JAN 17 2013
Date

[Signature]
Chief of Police

07/30/12
Date

045980

RECEIVED
FEB 14 2013
OKLAHOMA SECRETARY
OF STATE

FILED

FEB 08 2012

**OKLAHOMA SECRETARY
OF STATE**

**TRIBAL ADDENDUM
ADDITION OF TRIBE TO
DEPUTATION AGREEMENT
FOR LAW ENFORCEMENT IN THE**

Osage
TRIBE [Nation]

The undersigned Tribe [Nation] hereby joins into the Deputation Agreement for Law Enforcement within the exterior boundaries of the

Osage Tribe [Nation], effective on
20 Sept, 2011, is authorized to sign this Agreement pursuant to
Tribal Resolution No. 31-1523. The Tribe further authorizes the other
parties to this agreement to enforce tribal law pursuant to Tribal Resolution No.
31-1523.



Scott Bialkorse
TRIBE [Nation]

9/20/11
Date

FILED

FEB 08 2012

**RESOLUTION
OF THE
OSAGE TRIBAL COUNCIL**

**OKLAHOMA SECRETARY
OF STATE**

No. 31-1523

1. The Osage Tribal Council, organized pursuant to provisions of the Act of June 28, 1906, 34 Stat. 539, as amended, and is the elected governing body of the Osage Tribe of Indians; and

2. The Osage Tribal Council is tasked with the responsibility to ensure the safety and welfare of its members and visitors to the Osage Reservation; and

3. The Osage Tribal Council recognizes the need for law enforcement within Indian Country under the jurisdiction of the Osage Nation. After full consideration of a Deputation Agreement, attached hereto, between the Osage Nation, Bureau of Indian Affairs, Office of Law Enforcement and Security, the State of Oklahoma and political subdivisions of the State of Oklahoma which permits the law enforcement agencies to cross commission their law enforcement officers to provide enhanced law enforcement services in Osage County. The Osage Tribal Council has determined that said agreement should be approved. **THEREFORE, BE IT**

RESOLVED,

1. The Deputation Agreement, attached hereto, which is entitled "Deputation Agreement" will be between the Osage Nation, Bureau of Indian Affairs, Office of Law Enforcement and Security, Osage County Sheriff's Department, Osage County District Attorneys Office, City of Pawhuska, City of Fairfax, City of Hominy, City of Barnsdall, City of Bartlesville, City of Skiatook, City of Sand Springs, City of Tulsa, Oklahoma State Bureau of Investigation, Oklahoma State Department of Corrections and Oklahoma Highway Patrol is hereby approved; and

2. The Principal Chief, or in his absence the Acting Principal Chief, is hereby authorized to sign this Resolution.

CERTIFICATION

I hereby certify the foregoing Resolution No. 31-1523 considered by the Osage Tribal Council at a duly called meeting in Pawhuska, Oklahoma, at which a quorum was present and the same was adopted by a vote of 6 in favor, 0 opposed and 2 absent on this 15th day of March 2006.

ATTEST:

Dawn H. Harty
Secretary

[Signature]
Principal Chief

045324

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and approve renewal of City Manager's employment agreement.

Attachments:

Agreement between City Manager and City of Bartlesville

II. STAFF COMMENTS AND ANALYSIS

On June 30, 2024, the agreement between the City of Bartlesville and the City Manager will expire after its second three-year term. The agreement calls for a renewal to be placed on the Council's consent agenda at least 90 days prior to July 1, 2024. We have missed that deadline, but there is still sufficient time

The attached agreement is the same as the previous agreement except for the items mentioned here.

- Dates were updated to provide for another three-year term.
- Compensation was updated to include current salary. No provision for raises in the current year is provided. In lieu of compensation, a section was added relating to a dedicated retirement account more fully described below.
- Vehicle allowance section was increased to account for inflation.
- Section 3.I. was added in lieu of compensation increases for the first year of the agreement. Our current retirement provider, OkMRF, has a City Manager focused retirement plan (CMO). This plan will be of benefit to the City in recruiting and retaining future City Managers. As the plan does not require contributions to Social Security or Medicare, there are savings both for the employer and employee. The amount proposed for a contribution to the plan in the first-year costs about \$200 less than if the City provided standard raises in this year.
- Severance is increased from 8 months to 9 months.
- All other sections remain the same.

The contract has been reviewed by the City Attorney.

Please schedule this for the consent agenda at the April City Council meeting.

III. RECOMMENDED ACTION

Approve the attached agreement between the City and City Manager.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered on this ~~7th~~-3rd day of June, 202~~14~~, by and between the City of Bartlesville, hereinafter called Employer, and Michael Bailey, hereinafter called Employee, both of whom understand and agree as follows:

WHEREAS, it is the desire of the Employer to:

1. Secure and retain the services of Employee and to provide inducement for him to remain in such employment.
2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security.
3. To provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to age or disability or when the Employer may desire to otherwise terminate his employment.

AND WHEREAS, Employee desires to continue employment as City Manager of said City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1: DUTIES

- A. The City of Bartlesville hereby agrees to employ Michael Bailey, as City Manager of said organization, to perform the functions and duties specified in the City Charter, City Ordinances, and applicable Oklahoma State Statutes.

SECTION 2: TERM

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions of the City Ordinances, Oklahoma State Statutes, and as set forth in this Agreement herein.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign, at any time, from his position with the Employer, subject only to the provisions set forth in this Agreement herein. This Agreement shall become effective on the 1st day of July, 202~~14~~, and shall remain in effect until June 30, 202~~14~~17, at which time a new Agreement, for another three (3) year term, with the same terms and conditions, shall be included on the Consent Agenda for routine approval at least ninety (90) days prior to July 1,

2024. The failure to obtain routine approval of a new Agreement, for the following three (3) year term, shall constitute a non-renewal and Employee, at Employee's sole discretion, may elect to treat the non-renewal as a termination which will activate the severance benefits portion of this Agreement, benefitting Employee.

SECTION 3: BASE SALARY, HEALTH INSURANCE, AND OTHER BENEFITS

- A. The Employer agrees to pay Employee, for his services rendered pursuant hereto, an annual base salary of One Hundred and ~~Sixty-Seven~~Ninety-Five Thousand ~~Three-Six~~ Hundred and ~~Fifty-One~~Ninety-Two Dollars (~~\$167,195,354.692~~) to be paid in bi-weekly installments of Seven-Thousand Five-Hundred and Twenty-Six Dollars and Sixty-Two cents (\$7,526.62) for the effective period of this Agreement and for each year thereafter until and unless modified as provided herein. Said annual base salary shall be payable in installments at the same time as other employees of the City are paid. In the event that there are more than 26 pay periods in a year, employee shall be paid the bi-weekly amount indicated herein for all pay periods without regard to the annual base salary. In addition, Employee shall receive longevity pay based on his entire employment with the City of Bartlesville to the same extent and on the same schedule as is paid other employees of the City. The Employer further agrees that Employee's salary and performance shall be reviewed on an annual basis, with an appropriate salary adjustment provided, as approved by the Employer, based upon the Employee's performance.
- B. The Employer agrees to provide to Employee health insurance and dental coverage and other benefits provided other employees in the same manner as such are provided to said employees.
- C. The Employer agrees to pay Employee the sum of ~~Seven-Eight~~ Hundred and Fifty Dollars (~~\$78050~~), in advance, each month as a vehicle allowance.
- D. Employee shall accrue vacation leave and sick leave at the same rate as any other Management Employees with the City of Bartlesville, Oklahoma, and Employee shall be allowed to carry-over all unused accrued leave balances. Payment of unused leave time upon separation from employment shall be governed by the rules and regulations applicable to all other employees of the City of Bartlesville, OK. Employee will advise Mayor in advance of any absence from work of Employee for leave purposes at least three (3) days in advance of commencement of leave.
- E. Employee shall be provided holiday leave and all other forms of paid leave which is consistent with leave provided all other municipal employees.
- F. Employer shall provide Employee with the use of a cellular telephone and tablet. Employee

agrees to make the telephone number available to appropriate municipal officials.

G. The Employer recognizes that the Employee must devote a great deal of time outside normal office hours, to the business of the City, and to that extent, the Employee is authorized to take compensatory time-off as he deems appropriate during normal business hours. In consideration for Employer agreeing to provide Employee with compensatory time-off, Employee acknowledges and agrees that Employer will not be required to compensate Employee for any overtime liabilities incurred by Employee while performing his duties as City Manager for the City of Bartlesville, Oklahoma. Furthermore, the use of such compensatory time-off shall not be charged against the Employee's accrued vacation leave or sick leave.

H. The Employer agrees to contribute the same percentage payments to the Retirement Plan of the City of Bartlesville as it makes for other general employees of the City of Bartlesville.

H.I. The Employer agrees to contribute Seventeen Thousand dollars (\$17,000) in the first year of this agreement to a I.R.C. § 401(b) plan established for the benefit of Employee and for each year thereafter until and unless modified as provided herein. Said contribution shall be payable in a like and similar manner as the employer contributions made by the City to the retirement plans of general employees. Said contribution shall be in-lieu of a pay increase during the first year of this Agreement and therefore shall be increased annually in the same proportion as the base salary identified in Section 3.A. of this agreement as authorized under applicable law.

H.J. The Employer agrees that other fringe benefits and working conditions applicable generally to management employees of the City of Bartlesville, as the same now exist or may later be amended, shall also apply to the Manager, except where such benefits and conditions are specifically enumerated within this Agreement or are inconsistent with its terms.

SECTION 4: DUES AND EXPENSES

A. The Employer agrees to pay the professional dues for the Employee's membership in the International City/County Management Association, the City Management Association of Oklahoma, the American Society for Public Administration, and other organizations that may benefit Employee's professional development. Additionally, Employer agrees to pay for the renewal and all continuing education requirements for Employee's CPA license.

B. The Employer agrees to reimburse Employee for all business-related expenses incurred by Employee.

SECTION 5: CHAIN OF COMMAND

- A. Employer acknowledges that contact between City employee(s) and Councilmember(s) will occur from time-to-time. However, in order to preserve the chain of command as well as ensure the efficient operations of the City of Bartlesville, the Employer and Employee agree:
1. With the exception of the City Manager, City Attorney, City Treasurer, and Municipal Judge, and except for the purpose of inquiry, the city council and its members shall deal with the administrative service solely through the city manager, and neither the council nor any member thereof shall give orders to any subordinates of the city manager, either publicly or privately. The city manager may determine the proper method of interaction and communication between the city council and staff and shall notify the city council of the same, in writing. (*Bartlesville City Charter Art. 5 Sect. 10*)

SECTION 6: TERMINATION AND SEVERANCE PAY

- A. Pursuant to Oklahoma State Statutes, the Employer reserves the right to terminate Employee at any time, for any reason or for no specific reason.
1. Any Councilmember who desires to include an agenda item to discuss the termination of the City Manager shall advise the City Manager of the basis for termination in writing prior to doing so, and provide the City Manager with not less than thirty (30) business days to provide a written response to the requesting Councilmember.
 2. If the City Manager's written response does not resolve the dispute to the satisfaction of the Councilmember, then the Mayor, City Manager and Councilmember shall meet in an attempt to resolve the dispute. If the dispute is initiated by the Mayor, then the Vice Mayor, City Manager and Councilmember shall meet in an attempt to resolve the dispute.
 3. If upon meeting, the dispute is not resolved, the possible termination of the City Manager may be included on the next agenda if requested, in writing, to the City Manager, by the requesting Councilmember.
 4. These procedures shall not apply to any allegation of criminal conduct nor shall they apply to an annual routine performance review in which the City Council evaluates, reviews, and/or discusses the job performance of the City Manager.
-

B. Employer agrees that, in the event Employee is terminated, severance pay shall be allowed Employee pursuant to the policy set forth below, unless Employee is terminated for just cause, with just cause being defined as the conviction of a felony or an act of corruption. The parties further agree that just cause shall not include any matter which concerns a discretionary management decision or action by Employee, in good faith, while performing his duties as City Manager for the City of Bartlesville.

Severance pay shall be paid as follows:

1. Severance pay shall be paid in an amount equal to ~~eight-nine~~ (89) months annual salary, based on the Employee's current salary rate at the time of termination, including all benefits and any accrued vacation leave and sick leave.
2. Severance pay shall include all benefits existing at the time of termination; said benefits to continue for the entire severance period.
3. Severance pay shall be paid in installments at the same time as other employees of the City are paid beginning with the first pay period immediately following Employee's termination.

C. For purposes of complying with the severance provisions of this Agreement, appropriations held as unencumbered fund balances, in any fund or account of the City of Bartlesville, shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to ensure fulfillment of this provision of the Employment Agreement.

D. In the event the Employer, at any time during the employment term, reduces the salary or other financial benefit of Employee, in a greater percentage than an applicable across-the-board reduction for all other employees, or in the event the Employer refuses, following written notice, to comply with any other provisions benefitting Employee herein, or the Employee resigns following a suggestion from the Employer that he resign, or the Employee is suspended from duty without pay for any reason, Employee may, at his sole option, be deemed to be "terminated" within the meaning and context of the severance pay provision, contained in Section 6, of this Agreement.

E. In the event Employee voluntarily resigns his position with the City of Bartlesville without inducement as set out in paragraph D above, then the Employee shall not be entitled to severance pay and benefits as set forth in paragraphs B and C above. In the event of such voluntary resignation, the Employee shall give the Employer four (4) weeks advance notice, in writing.

F. If the City Charter of the City of Bartlesville is amended to delete the Council/Manager form of government or the City Manager's position, Employee may, at his sole option, be deemed to be "terminated" within the meaning and context of the severance pay provision, contained in Section 6, of this Agreement.

G. If Employee becomes permanently or temporarily disabled due to sickness, accident, injury, mental incapacity, or health and is unable to perform his duties, and during such period of disablement the Council chooses to terminate his employment as City Manager, then Employer agrees to pay Employee for all accrued sick leave in addition to the severance pay contained in Section 6 of this agreement. _____

SECTION 7: RESPONSIBILITIES AFTER TERMINATION

- A. The parties agree that following termination of Employee's employment, certain responsibilities to the City of Bartlesville, may continue to exist, such as assistance with transition to a new administration, completion of work in progress and pending litigation. The parties agree that during the period of time for which severance benefits are being paid, Employee shall assist with such pending matters to such extent as needed and requested by City, not to exceed twenty (20) hours per month at mutually agreeable times, without additional compensation and with reimbursement of actual, necessary expenses. The parties further agree that if additional services are needed during a time period in which no severance pay is being paid, Employee shall be compensated at either his last base salary (calculated hourly) or his base salary existing at the time services are requested (calculated and paid hourly), at Employee's sole option, with reimbursement of actual, necessary expenses.

SECTION 8: INDEMNIFICATION AND SAVINGS CLAUSE

- A. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Bartlesville City Council has appropriated sufficient funds to satisfy the terms and conditions of this Agreement and executed it on behalf of its Mayor and attested to by the City Clerk, and the Employee has signed and executed this Agreement, which becomes effective commencing the 1st day of July, 2021.

ATTESTED AND SEALED:

APPROVED:

City of Bartlesville, City Clerk

City of Bartlesville, Mayor

APPROVED AS TO FORM:

APPROVED:

City of Bartlesville, City Attorney

Employee

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered on this 3rd day of June, 2024, by and between the City of Bartlesville, hereinafter called Employer, and Michael Bailey, hereinafter called Employee, both of whom understand and agree as follows:

WHEREAS, it is the desire of the Employer to:

1. Secure and retain the services of Employee and to provide inducement for him to remain in such employment.
2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security.
3. To provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to age or disability or when the Employer may desire to otherwise terminate his employment.

AND WHEREAS, Employee desires to continue employment as City Manager of said City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1: DUTIES

- A. The City of Bartlesville hereby agrees to employ Michael Bailey, as City Manager of said organization, to perform the functions and duties specified in the City Charter, City Ordinances, and applicable Oklahoma State Statutes.

SECTION 2: TERM

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions of the City Ordinances, Oklahoma State Statutes, and as set forth in this Agreement herein.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign, at any time, from his position with the Employer, subject only to the provisions set forth in this Agreement herein. This Agreement shall become effective on the 1st day of July, 2024, and shall remain in effect until June 30, 2027, at which time a new Agreement, for another three (3) year term, with the same terms and conditions, shall be included on the Consent Agenda for routine approval at least ninety (90) days prior to July 1,

2024. The failure to obtain routine approval of a new Agreement, for the following three (3) year term, shall constitute a non-renewal and Employee, at Employee's sole discretion, may elect to treat the non-renewal as a termination which will activate the severance benefits portion of this Agreement, benefitting Employee.

SECTION 3: BASE SALARY, HEALTH INSURANCE, AND OTHER BENEFITS

- A. The Employer agrees to pay Employee, for his services rendered pursuant hereto, an annual base salary of One Hundred and Ninety-Five Thousand Six Hundred and Ninety-Two Dollars (\$195,692) to be paid in bi-weekly installments of Seven-Thousand Five-Hundred and Twenty-Six Dollars and Sixty-Two cents (\$7,526.62) for the effective period of this Agreement and for each year thereafter until and unless modified as provided herein. Said annual base salary shall be payable in installments at the same time as other employees of the City are paid. In the event that there are more than 26 pay periods in a year, employee shall be paid the bi-weekly amount indicated herein for all pay periods without regard to the annual base salary. In addition, Employee shall receive longevity pay based on his entire employment with the City of Bartlesville to the same extent and on the same schedule as is paid other employees of the City. The Employer further agrees that Employee's salary and performance shall be reviewed on an annual basis, with an appropriate salary adjustment provided, as approved by the Employer, based upon the Employee's performance.
- B. The Employer agrees to provide to Employee health insurance and dental coverage and other benefits provided other employees in the same manner as such are provided to said employees.
- C. The Employer agrees to pay Employee the sum of Eight Hundred and Fifty Dollars (\$850), in advance, each month as a vehicle allowance.
- D. Employee shall accrue vacation leave and sick leave at the same rate as any other Management Employees with the City of Bartlesville, Oklahoma, and Employee shall be allowed to carry-over all unused accrued leave balances. Payment of unused leave time upon separation from employment shall be governed by the rules and regulations applicable to all other employees of the City of Bartlesville, OK. Employee will advise Mayor in advance of any absence from work of Employee for leave purposes at least three (3) days in advance of commencement of leave.
- E. Employee shall be provided holiday leave and all other forms of paid leave which is consistent with leave provided all other municipal employees.
- F. Employer shall provide Employee with the use of a cellular telephone and tablet. Employee agrees to make the telephone number available to appropriate municipal officials.

- G. The Employer recognizes that the Employee must devote a great deal of time outside normal office hours, to the business of the City, and to that extent, the Employee is authorized to take compensatory time-off as he deems appropriate during normal business hours. In consideration for Employer agreeing to provide Employee with compensatory time-off, Employee acknowledges and agrees that Employer will not be required to compensate Employee for any overtime liabilities incurred by Employee while performing his duties as City Manager for the City of Bartlesville, Oklahoma. Furthermore, the use of such compensatory time-off shall not be charged against the Employee's accrued vacation leave or sick leave.
- H. The Employer agrees to contribute the same percentage payments to the Retirement Plan of the City of Bartlesville as it makes for other general employees of the City of Bartlesville.
- I. The Employer agrees to contribute Seventeen Thousand dollars (\$17,000) in the first year of this agreement to a I.R.C. § 401(b) plan established for the benefit of Employee and for each year thereafter until and unless modified as provided herein. Said contribution shall be payable in a like and similar manner as the employer contributions made by the City to the retirement plans of general employees. Said contribution shall be in-lieu of a pay increase during the first year of this Agreement and therefore shall be increased annually in the same proportion as the base salary identified in Section 3.A. of this agreement as authorized under applicable law.
- J. The Employer agrees that other fringe benefits and working conditions applicable generally to management employees of the City of Bartlesville, as the same now exist or may later be amended, shall also apply to the Manager, except where such benefits and conditions are specifically enumerated within this Agreement or are inconsistent with its terms.

SECTION 4: DUES AND EXPENSES

- A. The Employer agrees to pay the professional dues for the Employee's membership in the International City/County Management Association, the City Management Association of Oklahoma, the American Society for Public Administration, and other organizations that may benefit Employee's professional development. Additionally, Employer agrees to pay for the renewal and all continuing education requirements for Employee's CPA license.
- B. The Employer agrees to reimburse Employee for all business-related expenses incurred by Employee.

SECTION 5: CHAIN OF COMMAND

- A. Employer acknowledges that contact between City employee(s) and Councilmember(s) will occur from time-to-time. However, in order to preserve the chain of command as well as ensure the efficient operations of the City of Bartlesville, the Employer and Employee agree:
1. With the exception of the City Manager, City Attorney, City Treasurer, and Municipal Judge, and except for the purpose of inquiry, the city council and its members shall deal with the administrative service solely through the city manager, and neither the council nor any member thereof shall give orders to any subordinates of the city manager, either publicly or privately. The city manager may determine the proper method of interaction and communication between the city council and staff and shall notify the city council of the same, in writing. (*Bartlesville City Charter Art. 5 Sect. 10*)

SECTION 6: TERMINATION AND SEVERANCE PAY

- A. Pursuant to Oklahoma State Statutes, the Employer reserves the right to terminate Employee at any time, for any reason or for no specific reason.
1. Any Councilmember who desires to include an agenda item to discuss the termination of the City Manager shall advise the City Manager of the basis for termination in writing prior to doing so, and provide the City Manager with not less than thirty (30) business days to provide a written response to the requesting Councilmember.
 2. If the City Manager's written response does not resolve the dispute to the satisfaction of the Councilmember, then the Mayor, City Manager and Councilmember shall meet in an attempt to resolve the dispute. If the dispute is initiated by the Mayor, then the Vice Mayor, City Manager and Councilmember shall meet in an attempt to resolve the dispute.
 3. If upon meeting, the dispute is not resolved, the possible termination of the City Manager may be included on the next agenda if requested, in writing, to the City Manager, by the requesting Councilmember.
 4. These procedures shall not apply to any allegation of criminal conduct nor shall they apply to an annual routine performance review in which the City Council evaluates, reviews, and/or discusses the job performance of the City Manager.

- B. Employer agrees that, in the event Employee is terminated, severance pay shall be allowed Employee pursuant to the policy set forth below, unless Employee is terminated for just cause, with just cause being defined as the conviction of a felony or an act of corruption. The parties further agree that just cause shall not include any matter which concerns a discretionary management decision or action by Employee, in good faith, while performing his duties as City Manager for the City of Bartlesville.

Severance pay shall be paid as follows:

1. Severance pay shall be paid in an amount equal to nine (9) months annual salary, based on the Employee's current salary rate at the time of termination, including all benefits and any accrued vacation leave and sick leave.
 2. Severance pay shall include all benefits existing at the time of termination; said benefits to continue for the entire severance period.
 3. Severance pay shall be paid in installments at the same time as other employees of the City are paid beginning with the first pay period immediately following Employee's termination.
- C. For purposes of complying with the severance provisions of this Agreement, appropriations held as unencumbered fund balances, in any fund or account of the City of Bartlesville, shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to ensure fulfillment of this provision of the Employment Agreement.
- D. In the event the Employer, at any time during the employment term, reduces the salary or other financial benefit of Employee, in a greater percentage than an applicable across-the-board reduction for all other employees, or in the event the Employer refuses, following written notice, to comply with any other provisions benefitting Employee herein, or the Employee resigns following a suggestion from the Employer that he resign, or the Employee is suspended from duty without pay for any reason, Employee may, at his sole option, be deemed to be "terminated" within the meaning and context of the severance pay provision, contained in Section 6, of this Agreement.
- E. In the event Employee voluntarily resigns his position with the City of Bartlesville without inducement as set out in paragraph D above, then the Employee shall not be entitled to severance pay and benefits as set forth in paragraphs B and C above. In the event of such voluntary resignation, the Employee shall give the Employer four (4) weeks advance notice, in writing.

- F. If the City Charter of the City of Bartlesville is amended to delete the Council/Manager form of government or the City Manager's position, Employee may, at his sole option, be deemed to be "terminated" within the meaning and context of the severance pay provision, contained in Section 6, of this Agreement.
- G. If Employee becomes permanently or temporarily disabled due to sickness, accident, injury, mental incapacity, or health and is unable to perform his duties, and during such period of disablement the Council chooses to terminate his employment as City Manager, then Employer agrees to pay Employee for all accrued sick leave in addition to the severance pay contained in Section 6 of this agreement.

SECTION 7: RESPONSIBILITIES AFTER TERMINATION

- A. The parties agree that following termination of Employee's employment, certain responsibilities to the City of Bartlesville, may continue to exist, such as assistance with transition to a new administration, completion of work in progress and pending litigation. The parties agree that during the period of time for which severance benefits are being paid, Employee shall assist with such pending matters to such extent as needed and requested by City, not to exceed twenty (20) hours per month at mutually agreeable times, without additional compensation and with reimbursement of actual, necessary expenses. The parties further agree that if additional services are needed during a time period in which no severance pay is being paid, Employee shall be compensated at either his last base salary (calculated hourly) or his base salary existing at the time services are requested (calculated and paid hourly), at Employee's sole option, with reimbursement of actual, necessary expenses.

SECTION 8: INDEMNIFICATION AND SAVINGS CLAUSE

- A. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Bartlesville City Council has appropriated sufficient funds to satisfy the terms and conditions of this Agreement and executed it on behalf of its Mayor and attested to by the City Clerk, and the Employee has signed and executed this Agreement, which becomes effective commencing the 1st day of July, 2021.

ATTESTED AND SEALED:

APPROVED:

City of Bartlesville, City Clerk

City of Bartlesville, Mayor

APPROVED AS TO FORM:

APPROVED:

City of Bartlesville, City Attorney

Employee

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to adopt a contract with Stephen Smith for a Summer Reading Program performance as Professor B. Looney. The performance is scheduled for July 2, 2024. The total cost is \$500 and will be paid with donations from Bartlesville Friends of the Library.

Attachments:

Contract from Stephen Smith / Professor B Looney

II. STAFF COMMENTS AND ANALYSIS

The library usually tries to avoid contracts for Summer Reading performers, but this is an exception. Mr. Smith has already agreed to receive late payment due to the fiscal year beginning the day before his show. He has performed for the Bartlesville Library in the past, and is popular with audiences.

III. RECOMMENDED ACTION

Staff is recommending approval of the contract.



Professor “B” Looney

Invoice # 722024

Date : April 17th, 2024

Invoice

It is hereby agreed that the Party of the First Part known as: **Stephen Smith as Professor B Looney**
Will perform the following service: **Summer Reading Program**
For the Party of the Second Part known as: **Bartlesville Public Library**

Stephen Smith as Professor B Looney, will use Balloon Art, Magic, and Puppets to help the children see that reading a book is a great ADVENTURE and can take you anywhere. The program time is 45 – 60 minutes and the balloons created will be given to the Library for display and can be passed out later if you wish.

DATE (S): July 2nd , 2024

TIME (S) : 10 AM

The party of the Second Part shall pay : \$ 500.00
no mileage fee this year

for the said performance(s) payable in cash or approved check in advance or upon arrival of said performance
(Or mailed July 12 as discussed) and shall be made payable to

STEPHEN SMITH 7142 S. Quincy Ave, #17 Tulsa OK 74136 (918) 289-1776

Date April 17. 2024

Stephen Smith (Professor B Looney)

Date _____

Representative

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Enter into a lease agreement with Brittany Day to store 1 RV aircraft in T-Hangar102 at the Bartlesville Municipal Airport.

Attachments:

City of Bartlesville/Day Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

Month-to-Month lease agreement at fair market value.

III. BUDGET IMPACT

Revenue: \$203.00 monthly or \$2,436 Annually

IV. RECOMMENDED ACTION

Staff recommends entering into a lease agreement with Brittney Day.

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

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

RECITALS:

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

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

WITNESSETH:

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

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

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

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

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

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

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lessee: Brittney Day
434 NE Debell Ave.
Bartlesville, OK 74006

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____

Date: _____

Name: _____

Title: Mayor, City of Bartlesville

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Brittney Day _____

Date: 2/29/24

Print Name: Brittney Day _____

Title: Aircraft Owner _____

Exhibit "A"
(Description of Leased Premises)

T- Hangar #102 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to adopt a contract between the City of Bartlesville and Debbie Neece, for a period of temporary employment to assist in the training and orientation of the incoming Collections Manager, Casey Sullivan.

Attachments:

Employment Agreement

II. STAFF COMMENTS AND ANALYSIS

Debbie Neece retired on April 26, and the Library wishes to employ her for the period of one week so that she can train Casey Sullivan and ensure that procedures, best practices, and institutional memory may be recorded and transmitted. Neece will be paid her hourly wage at retirement (\$26.36/hour), and no benefits will be offered.

III. RECOMMENDED ACTION

Staff recommends approval of the Employment Agreement.

EMPLOYMENT AGREEMENT

This agreement is made and effective on the 6th day of May, 2024, by and between the City of Bartlesville, Oklahoma, hereinafter called "Employer", and Debbie Neece, hereinafter called "Employee", both of whom understand and agree as follows:

WHEREAS, it is the desire of the Employer to:

1. Provide sufficient training and orientation to the incoming Collections Manager Casey Sullivan.
2. Retain the services of Employee for the term specified so that procedures, best practices, and institutional memory may be recorded and transmitted to the incoming staff.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1: Term

This Agreement shall become effective on May 6, 2024, and shall remain in effect until May 13, 2024.

Section 2: Duties

Employer employs the Employee to perform duties of Collections Manager at Bartlesville Area History Museum under the direction of the History Museum Director to assist with training and orientation of new Collections Manager Casey Sullivan.

Section 3: Place and Time of Work

1. The Employee's primary place of work will be at the Bartlesville Area History Museum, 401 S. Johnstone, Bartlesville, Oklahoma.
2. The Employee's normal hours of work, including breaks, are as follows: 7:30 AM – 4:00 PM, Monday through Friday.

Section 3: Compensation

1. The Employer agrees to pay Employee \$26.36 per hour for services rendered.
2. Employer shall provide no benefits to employee.

Section 4: Involuntary Termination

1. If the Employee resigns at the request of the Employer, whether formal or informal, then the Employee may declare a termination as of the date of request.

2. The Employer may terminate the Employee with or without good cause, at any time.

Section 5: Resignation

Nothing in this Agreement shall prevent, limit or interfere with the right of the Employee to resign at any time. In the event the Employee desires to resign employment, the Employee shall give written notice at least one day prior to separation. The Employer shall have no obligation to pay Employee any further compensation after the expiration of the notice period.

Section 6: General Provisions

A: Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

B. Severability. If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement the unlawful provision shall be deemed of no effect and shall, upon agreement by the parties, be deemed stricken from the Agreement without affecting the binding force of the remainder.

City of Bartlesville, OK

By: _____

Mayor

Attest: _____

City Clerk

Executed this the 6th Day of May, 2024.

Employee

By: _____

Debbie Neece

Executed this the 6th Day of May, 2024.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of Lease Agreement Amendment #1 with Intuitech for equipment to conduct a pilot study for the Wastewater Treatment Plant Expansion Improvements.

Attachments:

Original Lease Agreement
Amendment #1

II. STAFF COMMENTS AND ANALYSIS

As part of the engineering design for the wastewater treatment plant water reuse component, a pilot study is being conducted to demonstrate performance of the proposed treatment, and to evaluate different chemical and media configurations. The treatment units for this pilot study are being leased from Intuitech. The lease started February 1 and ends on May 30 at a cost of \$112,872 (\$93,211 is the lease of the equipment, which is \$5,483/week, and the remainder is for transport and training). Staff would like to extend the lease of these units for another month to facilitate additional testing of the proposed treatment process. This unit is available to extend the lease using the existing lease rate of \$5,483 per week. Thus, the extra month will add \$21,932 to the contract.

III. BUDGET IMPACT

Funding for the lease will be through the Wastewater Capital Reserve Fund. \$2,816,748 is available for the pilot study, testing and professional services portion of the project. The extension of the lease of this unit (\$21,932) is within the available budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the lease amendment #1 with Intuitech for the equipment to conduct a pilot study for \$21,932.

Lease Equipment Agreement



This Agreement is effective as of 22 September 2023 by and between Intuitech, inc., a Utah Corporation located at 2490 South 900 West, Salt Lake City, Utah (Lessor), and City of Bartlesville (Lessee).

- Lease.** The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease and rent from the Lessor, the Equipment described below for the weekly rental rate specified according to the terms and conditions of this Agreement.

1.	GRANULAR MEDIA FILTRATION MODULE F1100	at	\$1,981	per week
2.	DISSOLVED AIR FLOATATION MODULE D1000	at	\$1,717	per week
3.	PILOT MODULE ENCLOSURE B500	at	\$1,785	per week
4.		at	\$0	per week
5.		at	\$0	per week
Weekly Total			\$ 5,483	per week
Duration Total*			\$93,211	Duration

*does not include applicable sales tax as described in paragraph 12

- Additional Services.** Lessor will provide the following additional services.

1.		at	
2.		at	
3.		at	
4.		at	
5.		at	

- Onsite Assistance.** Lessor will provide 2 day(s) of onsite startup assistance and training to Lessee at a cost, inclusive of all labor, travel, and subsistence costs, not to exceed \$6,894 without prior written authorization from Lessee. The cost of these services will be charged on a time and materials basis.

- Transportation of Equipment.** The Lessor will arrange for transportation of the Equipment. The Lessee will pay the Lessor for the incurred freight costs. The estimated round-trip freight cost is \$12,767. Freight cost will be invoiced with the first and the last invoice. The Lessor will provide documentation confirming the incurred freight cost with the invoice. Lessor will insure the Equipment listed in Article 1 during shipping at its own cost. The Lessor will be responsible for loading and unloading the Equipment at the Lessor's site and will assume all associated risk and cost. The Lessee will be responsible for loading and unloading the Equipment at the Lessee's site and will assume all associated risk and cost. The "ship to" address of the leased equipment will be, Name: Chickasaw Wastewater Treatment Plant, Street: 230 N Chickasaw Ave, City: Bartlesville, State: OK Zip Code: 74003.

- Term & Rent.** The Lease duration will be 17 weeks, commencing 1 February 2024 and continuing until 30 May 2024. The lease duration cannot be shortened and only extended with the written consent of the Lessor and Lessee, which will not be unreasonably withheld. The Lessor will send the first month's invoice upon confirmation of delivery of the Equipment. Subsequent invoices will be sent on the same day of each successive month until the balance of the rent and any additional rent, expenses, and freight costs chargeable to the Lessee under this Lease will have been paid in full. All payments of rent will be made to the Lessor by electronic transfer or by check to the address defined in the Lessor's invoice within 30 days of the invoice date. The Lessee's direct accounts payable contact is, Name: Terry Lauritsen, PE, Director of Water Utilities, Phone Number: 918-338-4107, Email: tlaurit@cityofbartlesville.org. On any amounts not paid within terms, Lessee agrees to pay interest at a rate of 1 1/2% per month (18% per year). The Lessee's obligation to pay such rentals will be absolute and unconditional and is not subject to any abatement set-off, defense or counterclaim for any reason whatsoever, except as set forth in Article 18.

- Care, Use & Location.** The Lessee will maintain the Equipment in good operating condition, repair and appearance, and protect the same from deterioration, other than normal wear and tear, in a covered location sheltered from precipitation, direct sunlight at all hours of the day, and wind; will use the Equipment in the regular course of its business, within its normal operating capacity, without abuse, and will comply with all laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment; will use the Equipment solely for business purposes; will not make any modification, alteration or addition to the Equipment without the consent of the Lessor, which will not be unreasonably withheld; will not so affix the Equipment to realty as to change its nature to real property or a fixture, and agrees that the Equipment will remain personal property at all times regardless of how attached or installed; will keep the Equipment at the original shipping destination and will not remove the Equipment without the written consent of the Lessor, which will not be unreasonably withheld.

- Material Compatibility.** Equipment is designed for use on drinking water, municipal wastewater, and reuse applications. As such, the wetted materials include PVC, CPVC, PTFE, PVDF, PP, GFPP, PPS, ABS, LLDPE, EPDM, FKM, NBR, 316SS, and SiC. For other applications with more aggressive waters Lessee is liable for damage to Equipment resulting from material incompatibility.

- Operation.** The Lessee can expect the Equipment to function to the published specifications when installed and operated according to the operations and maintenance manual. In the event of an Equipment failure the Lessor will remedy the failure in a timely manner. The Lessee shall notify the Lessor in writing of the failure immediately by email to techsupport@intuitech.com. The Lessor will provide replacement components and will be liable for shipping costs to and from the location of the Equipment. The Lessee shall be responsible for removal of failed components and re-installation of replacement components, and shall be liable for associated labor costs. The Lessee shall return failed components to Lessor or be liable for the cost of the component. If the failure cannot be remedied by replacing components the Lessor will provide a technician onsite to diagnose and correct the failure. If the failure has resulted from improper storage, installation, operation or maintenance of the equipment by the Lessee, the Lessee shall be liable for all costs, including, but not limited to, repair, replacement, shipping, travel expenses, and travel and onsite labor, charged at a rate of \$160 per hour. If the Equipment was inoperable or significantly limited as a result of the failure, and the failure was no fault of the Lessee, the Lessor will extend the lease term one day for every day of downtime at no cost to the Lessee as compensation. Downtime will be calculated as the time the notification of failure was received until the replacement part is delivered to the location of the Equipment, rounded up to the whole day, or until the failure is corrected onsite by the Lessor's technician. Compensation is limited to the failed module and other modules and enclosures provided as part of the pilot study unit only and does not extend to other modules included in the lease.

- Consumables.** The weekly rental rate listed in Article 1 does not include consumables. Consumables are defined as components with a short life, or life which duration is directly related to conditions at the Lessee's site. These items include, but not limited to, pump stators, filter elements, ozone diffuser elements, and tubing for peristaltic pumps. The Lessor will ship the equipment with new or reconditioned consumables installed and one set of spares. The Lessee is liable for all consumable items required after delivery of the Equipment.

10. **Redelivery of Equipment.** Upon expiration of this Lease, the Lessee will prepare the Equipment for shipment by disconnecting, removing components necessary for crating, removing all residual liquids and solids, preparing sensitive instrumentation, and placing the Equipment in the crate. If the Lessee does not prepare the Equipment and make it available for return to the Lessor by 2:00 p.m. the following working day, or as otherwise mutually agreed, the Equipment will continue to be held and leased under this Agreement, and this Lease will be extended indefinitely as to term at five times the weekly rental rate.

11. **Title.** The Lessor will at all times retain title to the Equipment. The Lessee will, at its expense, protect and defend the Lessor's title against all persons claiming against or through. The Lessee will, at all times, keep the Equipment free from legal process or encumbrance whatsoever and, will give the Lessor immediate notice of that and will indemnify the Lessor from any loss caused by that.

12. **Net Lease / Taxes.** The Lessee intends the rental payments under this Agreement to be net to the Lessor. For goods and taxable services shipped or provided within the United States the Lessee shall pay all applicable state, county, city, district, and local taxes. The taxing jurisdiction of the leased equipment will be determined by the "ship to" address in Transportation of Equipment Section. If the Lessee is tax exempt in the jurisdiction then the Lessee shall provide appropriate exemption documentation to Lessor at the time this Agreement is signed. For goods and taxable services shipped outside of the United States, the Lessee or their assigned agent/broker is, by definition, the importer of record responsible for payment of all duties, taxes, and fees as a result of the importation.

13. **Indemnity.** To the fullest extent permitted by law, either party will and does agree to indemnify and hold the other party, its agents, servants, successors, and assigns harmless from any and all liability, damages or loss, including reasonable attorney's fees, to the extent arising out of the negligent acts or omissions of the indemnifying party. Regardless of cause, in no event will either party be liable to the other for any indirect, special or consequential damages.

14. **Risk of Loss & Damage.** The Lessee will bear all risks of loss of and damage to the Equipment from any cause while in the Lessee's possession. The occurrence of such loss or damage will not relieve the Lessee of any obligation under this Agreement. In the event of damage, the Lessee will pay to the Lessor the then present value of both the unpaid balance of the aggregate rent reserved under the Lease and the costs to repair the Equipment to restore it to both the functional and visual state at the time the Lessee took possession. In the event of loss, the Lessee, will pay to the Lessor the then present value of both the unpaid balance of the aggregate rent reserved under the Lease and the residual value of the Equipment. In no case will the cost to repair damage exceed the residual value. The Lessee shall insure the equipment while in the Lessee's possession.

15. **Insurance.** The Lessor will maintain the following liability insurance throughout this Agreement. If requested by the Lessee, insurance will be evidenced in signed certificates of insurance.

1. Commercial General Liability - Insurance shall include premises/operations, products/completed operations, blanket contractual liability, and broad-form property damage coverages. The policy limit shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. Automobile Liability - Insurance shall cover owned, non-owned, rented, and leased vehicles. The policy limit shall not be less than \$1,000,000 per accident.

3. Workers' Compensation and Employer's Liability - Insurance as required by applicable state and/or federal law. The employer's liability policy limit shall not be less than \$1,000,000.

16. **Option to Purchase.** The Lessor, at its sole discretion, may allow the Lessee to purchase the Equipment at the expiration of this lease. The purchase price will be the residual value. The Lessee must execute a separate Purchase Agreement sufficiently in advance of the lease expiration to allow the Lessor to construct replacement Equipment. The Equipment is sold "as is" with no warranty.

17. **Residual Value.** The residual value of the Equipment is set forth as follows.

1.	GRANULAR MEDIA FILTRATION MODULE F1100	at	\$215,000
2.	DISSOLVED AIR FLOATATION MODULE D100	at	\$200,000
3.	PILOT MODULE ENCLOSURE B500	at	\$145,000
4.		at	\$0
5.		at	\$0
Total			\$ 560,000

18. **Force Majeure.** Neither Party will be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the Party affected, provided that such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and, provided further, that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing the delay. This provision shall not act to delay or defer the payment of any sums which may be due and owing.

19. **Entire Agreement; Changes.** This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by both parties.

20. **Miscellaneous**

20.1 This Lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties to this Agreement.

20.2 The Lessor and the Lessee intend this Lease to be a valid and subsisting legal instrument, and agree that no provision of this Lease that may be deemed unenforceable will in any way invalidate any other provision or provisions of this Lease, all of which will remain in full force and effect.

20.3 This Lease will be binding when accepted in writing by the Lessor and will be governed by the laws of the State of Utah, provided however, in the event this Lease or any provision of this Lease is not enforceable under the laws of that State then the laws of the state where the Equipment is located will govern. The Lessee agrees and consents that the Court of the State of Utah, Salt Lake County or any other Federal District Court having the jurisdiction in said county will have jurisdiction and will be the proper venue for the determination of all controversies and disputes arising under this Agreement. Nothing contained in this Agreement is intended to preclude the Lessor from commencing any action under this Agreement in any court having jurisdiction of this Agreement.

20.4 All monetary values included in this Agreement are in United States dollars.

LESSOR (Intutech, Inc.)

LESSEE

PO Number: 241786

PO Number Not Required for Billing

Signed

Name Brock Emerson

Title Lease Manager

Signed

Name DALE W. COPELAND

Title MAYOR CITY OF BARTLESVILLE

10/2/2023



Date September 22, 2023

Date Oct. 2, 2023

Lease Equipment Agreement



Amendment Number 1

The purpose of this amendment is to modify terms of the Lease Agreement between Intuitech, Inc., the Lessor, and City of Bartlesville, the Lessee, in accordance with the Changes clause in the Lease Agreement.


This amendment will be binding and in full force when signed below by authorized representatives of both the Lessor and the Lessee.

Both the Lessor and the Lessee agree to the following amendments and understandings.

1. 5. **Term & Rent.** The Lease duration will be ~~1721~~ weeks, commencing 1 February 2024 and continuing until ~~30 May 2024~~ 27 June 2024.

LESSOR (Intuitech, Inc.)

LESSEE

Signed 
Name Brock Emerson
Title CEO
Date 29 April 2024

Signed _____
Name _____
Title _____
Date _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between the City of Bartlesville and Churches United for Community Concern, Inc. (CONCERN), 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.

Attachment: Agreement

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, *Churches United for Community Concern, Inc.* (CONCERN), plans to utilize grant funds to improve air quality at its facility at 333 SW Penn Avenue, through installation and replacement of windows and their HVAC system. The grant has strict rules on eligibility for assistance and the documentation that must be collected. To assure that the City and CONCERN 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 CONCERN Staff and Board.

III. RECOMMENDED ACTION

City staff recommends approval of the attached Agreement.

**Agreement
between
The City of Bartlesville, Oklahoma
and
Churches United for Community Concern, Inc.**

THIS AGREEMENT is entered into by and between the City of Bartlesville, Oklahoma (hereinafter referred to as "CITY") and Churches United for Community Concern, Inc. (hereinafter referred to as "CONCERN") collectively referred to as the "Parties".

RECITALS

WHEREAS, CITY 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 in response to the COVID-19 pandemic; and

WHEREAS, CONCERN plans to use grant funds to replace heating, ventilation and air conditioning units and systems and windows at its facility located at 333 S. Penn Avenue, Bartlesville, Oklahoma; and

WHEREAS, CITY and CONCERN want to formalize their relationship by agreeing upon mutual expectations;

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

1. CITY RESPONSIBILITIES

- a. CITY, as Grant Subrecipient, shall assist CONCERN in obtaining disbursement of the CDBG-CV funds from the Oklahoma Department of Commerce (ODOC), and inform CONCERN of applicable laws, regulations, policies, and procedures of the CDBG-CV grant program, described in the *CDBG-CV Coronavirus Program Policies and Procedures Manual, Updated February 2023*, and the *Community Development Block Grant Project Management Guide Policies and Procedures, Updated November 2023*, and any applicable updates.

2. CONCERN RESPONSIBILITIES

- a. CONCERN shall use grant funds only for the purposes authorized under the CDBG-CV grant program and as set forth in the grant award.
- b. CONCERN shall keep records and provide CITY with any documentation and information needed for a request to ODOC for payment or reimbursement of CDBG-CV funds, or for a possible audit, or for other purposes required under the CDBG-CV program.
- c. Within 14 days of the end of the grant project funding period, CONCERN shall repay CITY any CITY or CDBG-CV funds that have not been expended, if any.
- d. CONCERN shall comply with the regulations, policies, and procedures of the CDBG-CV grant program and will be financially responsible for any necessary repayment to the CITY, ODOC, or

the U.S. Department of Housing and Urban Development (HUD) resulting from CONCERN's non-compliance.

- This agreement terminates at the end of the required maintenance of records time period required by ODOC, under its *CDBG-CV Coronavirus Program Policies and Procedures Manual, Updated February 2023*, currently stated as three (3) years after ODOC closes the CDBG-CV program with HUD, said time period subject to ODOC revision of its policies and procedures or change in applicable law or regulation.

SIGNATURES

IN WITNESS WHEREOF, the City of Bartlesville and the authorized representative of Churches United for Community Concern, Inc. have executed this Agreement on this ____ day of _____, 2024, the effective date of this Agreement.

CHURCHES UNITED FOR COMMUNITY CONCERN, 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

Discuss and take action to approve the 2024 Addendum to the Administrative Services Agreement between the City of Bartlesville and RxBenefits.

Attachments:

2024 RxBenefits Pricing Addendum

II. STAFF COMMENTS AND ANALYSIS

In 2018, the City entered into an agreement with RxBenefits for Pharmacy benefits. An addendum to the original contract was approved by City Council on June 5, 2023 for calendar year 2023. The City remains happy with our experience and would like to renew our contract with them for 2024.

Our benefit consultants, HUB International has negotiated with RxBenefits to bring us an agreement. The contract is largely the same as before. Contract changes include:

- RxBenefits does their annual repricing as a block contract, so this is the refreshed pricing for all clients. New rates are reflected in the new contract. These rate changes are specific to regulatory changes.

These benefits will remain in place for 2024. We believe renewing with our current carrier, RxBenefits, is in the best interest of both the City and its employees.

The new addendum to the agreement was reviewed by City Attorney Jess Kane.

III. BUDGET IMPACT

The savings to the pharmacy plan is projected to be around \$55,000 from prior year.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of the 2024 Addendum to the Administrative Services Agreement.

ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT

THIS ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT (this "Addendum"), entered into effective as of **January 1, 2024** (the "Addendum Effective Date"), is made by and between **RxBenefits, Inc. f/k/a Prescription Benefits, Inc.** ("Administrator"), and **City of Bartlesville** ("Client"). The parties, intending to be legally bound, hereby agree as follows:

1. Administrator and Client are parties to that certain Administrative Services Agreement dated January 1, 2018 (the "Agreement").

2. Administrator and Client hereby execute this Addendum for the purpose of documenting that Exhibit A (Client Application) to the Agreement has been amended and restated to reflect, among other things, new pricing terms. Such amended and restated Exhibit A (Client Application) shall be attached and affixed to the Agreement as Exhibit A (Client Application) in lieu of the prior Exhibit A (Client Application) upon execution of this Addendum by the parties' authorized representatives below and shall be in full force and effect as said Exhibit A from and after the Addendum Effective Date.

3. Except for the amendment and restatement of Exhibit A (Client Application) effected hereby, the Agreement shall not otherwise be modified, altered or amended in any respect and is hereby ratified and incorporated herein.

IN WITNESS WHEREOF, the undersigned parties have entered into and executed this Addendum effective as of the Addendum Effective Date.

EXHIBIT A
CLIENT APPLICATION

[IMPORTANT – PLEASE READ CAREFULLY: Client should review Section A and carefully review this Exhibit A, which has been completed by Administrator, in order to ensure the accuracy and completeness of such information. Client shall promptly notify Administrator of any inaccuracy or omission with respect to such terms and conditions, if applicable (including, without limitation, the Client Information in Section A).]

A. CLIENT INFORMATION

Client's Name: City of Bartlesville

Client's Mail Address: 401 S. Johnstone Ave., Bartlesville, Oklahoma 74003, United States

B. PLAN DESIGN; PLAN PARTICIPANT COST SHARE

Plan Participant Cost Share:

Please see current Summary of Benefits.

Client represents and warrants that the design of Client's Plan as reflected in a Plan design document for Client ("PDD"), accurately reflects the applicable terms of Client's Plan for purposes of this Agreement. Client shall provide Administrator with ninety (90) days prior written notice of any proposed changes to the design of Client's Plan (including the PDD), which changes shall be consistent with the scope and nature of the services to be provided by Administrator under this Agreement. Client agrees that it is responsible for Losses resulting from (a) any failure to implement Plan design changes which are not communicated in writing to Administrator, or (b) implementation of verbal or written direction regarding exception or overrides to the PDD. In addition, Client shall notify Plan Participants of any Plan design changes prior to the effective date of any such changes as required by applicable law.

C. FINANCIAL TERMS; ADDITIONAL SERVICES AND PROGRAMS

PRICING TERMS

January 1, 2024

1. Retail, Mail, Specialty & Rebates (Minimum Guaranteed Pricing)^{1,2,3}

Retail 30 Pharmacy Network		
Brand Drugs		
• PPO	AWP – 18.85%	+\$0.45 dispensing fee
Effective Overall Generic Guarantee (ingredient cost)		
• PPO	AWP – 84.5%	+ \$0.45 dispensing fee
Retail 90		
Brand Drugs		
• PPO	AWP – 21.5%	+ \$0.00 dispensing fee
Effective Overall Generic Guarantee (ingredient cost)		
• PPO	AWP – 86%	+ \$0.00 dispensing fee
Mail Service Pharmacy		
Brand Drugs		
• PPO	AWP – 24.5%	+ \$0.00 dispensing fee
Effective Overall Generic Guarantee (ingredient cost)		
• PPO	AWP – 87%	+ \$0.00 dispensing fee
Specialty		
Open		
• PPO	AWP – 19.25%	+ \$2.50 dispensing fee
Rebates - Select		
Retail 30 Fixed Guarantee		
• PPO	\$220.00 Per Net Paid Brand Claim	
Retail 90 Pharmacy Network Fixed Guarantee		
• PPO	\$580.00 Per Net Paid Brand Claim	
Mail Fixed Guarantee		
• PPO	\$625.00 Per Net Paid Brand Claim	
Specialty Fixed Guarantee		
• PPO	\$2,200.00 Per Net Paid Brand Claim	
Transaction Fees		
Transaction Fee per claim	\$0.65 per claim	
Protect Program Fees		
Transaction Fee per claim	N/A	

The pricing set forth in the Table in Section 1 above is subject to and/or contingent upon the following:

- Prices may vary in certain states for reasons such as most favored nations laws, other state or local legal requirements, geographic location, or other factors beyond the control of Administrator. In those situations,

¹ The pricing above will be implemented as of the Addendum Effective Date. The pricing above will be guaranteed upon the start of Client’s Initial Term or Renewal Term (as described in the Agreement) that begins on or after the Addendum Effective Date.

² Any new Specialty Drug(s) will be dispensed at the Specialty Drug rate set forth above, unless otherwise notified by PBM.

³ Dispensing Fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the Term of this Agreement, the Dispensing Fee guarantees will be increased to reflect such increase(s).

some Claims may be exempt from reconciliation of the financial guarantees set forth above in the pricing table. All Claims may be aggregated for purposes of such rates.

- When traditional pricing is prohibited, or state law mandates a pharmacy dispensing fee, any charges, expenses, or fees associated with applicable Claims or otherwise assessed by PBM will be passed through to Client by Administrator.
- Unless Client is participating in a transparent pricing election, Participating Pharmacy rates may vary and the amount paid by PBM to the Participating Pharmacy may not be equal to the amount billed to Client, and PBM shall retain the difference.
- The Participating Pharmacy may collect from the Plan Participant the lowest of the applicable Cost Share, the discounted price plus dispensing fee, or the Participating Pharmacy's U&C price or applicable Price Edge Price List plus applicable dispensing fee, if applicable.
- If client elects the Select90 Saver Network, Plan Participants may only obtain retail 90 prescriptions at a Walgreens Pharmacy or CVS Pharmacy or Administrator's Mail Service Pharmacy, with the exception that up to two (2) retail 30 prescriptions may be filled at any Network Pharmacy ("Grace Fills"). Plan Participants shall be incentivized to use the Select 90 Saver Network through copay design, with the exception of Grace Fills. Plan Participants shall pay 50% of the cost of any retail maintenance prescription filled outside of a Walgreens Pharmacy or CVS Pharmacy or Administrator's Mail Service Pharmacy, with the exception of Grace Fills. All pricing guarantees for the Walgreens90 Saver Plus Network and CVS90 Saver Plus Network are contingent upon PBM's home delivery pharmacy acting as the exclusive mail service provider. Maintenance status of a Claim is defined by the pricing source maintenance indicator.
- **Pricing Exclusions:** Compounds, OTC claims, Limited Distribution, usual and customary claims (U&C), Direct Member Reimbursement Claims, Coordination of Benefit Claims, vaccines, long term care (LTC) and/or claims that may be subject to ancillary charges, in-house or specially contracted pharmacies (if applicable), claims subject to NADAC or another pricing benchmark required by law for pharmacy reimbursement, and claims filled outside the OptumRx Network may be excluded from the guarantees. Additionally, claims in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, and rural pharmacies may be excluded from the pricing guarantees. Specialty claims and/or claims with a high-dollar undiscounted AWP value may be excluded from the non-specialty pricing guarantees.
- If this Agreement is terminated prior to the end of a given Contract Year or outside the terms and conditions of the Agreement, or if the applicable Term or Renewal Term being reconciled is less than twelve (12) months in length, then Administrator is not required to meet the financial guarantees set forth above. Shortfall payments for financial guarantees, if any, will not be paid until this Agreement, including any applicable Client Application, and any amendment(s) or addendum to this Agreement or Client Application, is signed.
- On an annual basis, guarantees for the pricing outlined in the table above will be measured and reconciled at the channel level with each channel for the purposes of this Exhibit A defined as Retail Network, Mail Service Pharmacy, and Specialty. Any dollar savings generated in excess of one component within the respective channel may be used to offset a shortfall for another component within that channel. Surpluses from one channel may not be used to offset an underperformance shortfall in another channel. Guarantees will be reconciled and paid on an annual basis within one hundred eighty (180) days of the end of each Contract Year.
- PBM negotiates rebates based on market share over its aggregate book of business and not on behalf of any client. Rebates are measured in the aggregate and shall be based upon net paid brand claims submitted on behalf of Administrator's client(s), allocable to Administrator's client(s). Rebates are contingent upon Client's adoption, without deviation, of PBM's applicable Formulary and Formulary exclusions, as well as any changes PBM makes to the applicable Formulary and Formulary exclusions; and the implementation of the step therapies required by PBM, as well as any changes PBM makes to its Formulary or utilization management programs. **Rebate Claims exclude:** ineligible Claims, such as Claims with invalid service provider identification or prescription numbers; Claims for plans where, after meeting the deductible, the Plan Participant's cost-sharing amount under the applicable benefit Plan requires the Plan Participant to pay more than 50% of the Claim when evaluated in the aggregate; Claims for devices without a prescription drug component; vaccines, including those for COVID-19; Claims for re-packaged NDCs; stale dated Claims over 180 days old; compounds; Claims from 340B which typically receive a discount or rebate directly from drug

manufacturers under section 340B of the Public Health Service Act, or Claims from entities eligible for federal supply schedule prices (e.g., Department of Veterans Affairs, U.S. Public Health Service, Department of Defense); or Claims that are not for prescription drugs (except for insulin or diabetic test strips), long term care facility Claims; claims where the Plan is not the primary payer; products not covered by Client’s benefit design or formulary (i.e. overridden Claims); Authorized Brand Alternative Drug Claims; or consumer card or discount program Claims. PBM and affiliated or unaffiliated third party contractors may retain reasonable administrative fees for its role in securing Rebates.

- If Client elects to implement a point of sale discount strategy as part of its Plan design during the deductible or coinsurance phase of Client’s Plan design, for each paid Claim for a Brand Drug eligible for a Rebate under this Agreement, on behalf of Client, PBM will apply a discount at the point of sale (retail, home delivery and specialty) to reduce the price of the prescription drug charged to the Plan Participant (“POS Discount”). Such POS Discounts will be applied at the NDC 11 drug level and Rebates are estimated based on drug manufacturer agreements, market intelligence, assumptions regarding future Rebate yields, and the POS Discount rate set forth above.
- PBM shall be the exclusive specialty provider in the event Client has elected an exclusive specialty network. The overall specialty discount guarantee and dispensing fee shall only apply to Claims filled through PBM’s specialty pharmacies. Under an exclusive arrangement, grace fills at retail will not be allowed. For Exclusive Specialty guarantees to be reconciled annually and any shortfalls paid, Client must be enrolled in the Exclusive Specialty program for the entire Contract Year.

2. Clinical Services and Programs / Ancillary Services/Fees.

2.1 Ancillary Services:

Paper Claim Fees	\$2.50 Per Processed Paper Claim plus the Base Admin. Fee
Concurrent Drug Utilization Review Programs	Included
Variable Copay Solution	Specialty: \$0.15 PMPM (If Elected) Non-Specialty: \$0.10 PMPM (If Elected) Fees for custom Variable Copay Solution available upon request
Standard Formulary Management Services	Included
Group Set Up Fees	Included
Ad Hoc Reports / Custom Reporting	\$125 per hour
Plan Participant ID Cards – Subsequent Mailings, Replacements, Additional for College age Dependents (Note: Initial ID Cards are included in the financial offer. However, postage, shipping & handling for initial ID Cards is not.)	\$1.50 per ID Card for standard card w/ logo plus postage, shipping & handling
Manual Eligibility Maintenance	\$0.50 per record
P&T Support – Custom Formularies	\$180 per hour
Explanation of Benefits (EOB)	\$3.00 each plus postage, shipping & handling
Advanced Pharmacy Audit Services	Included
Plan Participant Communication – Mailing	Postage, shipping & handling
Opioid Risk Management – Member Education (trigger fill on both Short-Acting and Long-Acting Opioids)	\$0.01 PMPM (If Elected)
Opioid Risk Management – Retrospective Intervention on Abused Meds (fax-based notification to prescribers)	\$0.05 PMPM (If Elected)
Opioid Risk Management – Opioid Overutilization (w/ drug level lock-in referral)	\$0.03 PMPM (If Elected)
Standard Plan Participant Communication – Printing	Cost

Custom Mailings	Production Cost
Financial Accumulator Integration for combined medical/Rx plans (Batch Method)	Included
24-hour Call Center support for Plan Participant calls	Included
Postage	Included
Prior Authorization Administrative Overrides	Included
Coordination of Benefits	No Charge if standard
RxDC Reporting (Submission of P2, D3-D8, and Narrative Response file via HIOS, and any other files deemed necessary)	Charges passed through from PBM
Third Party Integration Fees	Charges passed through from provider or mutually agreed upon by Parties
Third Party Vendor Offerings	Charges passed through from PBM or vendor
PBM's Low Value Exclusion List – This list of drugs determined by the PBM removes coverage for select products labeled as "Unique Risk Issues," substandard clinical evidence, or determined to be lower in value to an alternative treatment option	Charges passed through from PBM, if elected
Prior Authorization Clinical Overrides	\$50 per PA (technician/pharmacist review) \$135 per review (state-mandated physician review) OR No Charge If HDCR is elected
First Level Appeals	\$100 per appeal (pharmacist review) OR No Charge If HDCR is elected
Second Level Appeal	\$350 per appeal (physician review required) OR No Charge If HDCR is elected
External Review	\$550 per appeal OR No Charge If HDCR is elected
Administration of Appeals Process Managed by Client (preparation of appeal case files sent for Client review and effectuation upon decision by Client)	\$35 per review

- 2.2 **Additional Optional Services:** Charges for additional Optional Services not otherwise identified and priced in this Exhibit A (Client Application) shall be quoted upon request and/or as applicable. The Parties acknowledge that the arrangement between Administrator and the PBM is a pass-through arrangement. To the extent Client requests or PBM administers services of PBM that are not outlined in this Agreement, Administrator will pass through any such charges from the PBM to Client.
- 2.3 **Translation Services.** To the extent Client requests translation services from Administrator or PBM (for translating member materials, brochures, etc.) and there is a charge from Administrator's or PBM's translation services provider, such charge will be passed through to Client.

2.4 Variable Copayment Program. The Variable Copayment Program applies to selected non-specialty drug products at PBM's home delivery and selected Specialty Drug products as identified by PBM that are filled at PBM's Specialty Pharmacies where a Plan Participant has qualified for participation in a manufacturer coupon program. Under this program the value of the applicable coupon is deducted from the gross price for the Claim. PBM may discontinue the Variable Copayment Program in its entirety or with respect to any one or more product upon notice to Administrator.

2.5 Prior Authorization and Appeals:

Appeals. Charges for Appeals not otherwise identified and priced in this Exhibit A (Client Application) shall be quoted upon request and/or as applicable.

First Level Appeals. The first level appeal review is limited to determination of Plan Participant eligibility and coverage of prescription drug benefits as set forth in the Benefit Plan provided to PBM by Client. The first level appeal review shall not include a review of medical necessity. PBM shall have the authority, responsibility and discretion to (i) determine eligibility for benefits under the Client's Plan; (ii) to make factual determinations and to interpret the provisions of the Plan to make benefit determinations on claims for Plan benefits; (iii) review appeals of denied claims; and (iv) notify the Plan Participant or the Plan Participant's authorized representative of its claim decisions. PBM's determination shall be the conclusive result for first level appeals. For First Level Appeal reviews, PBM agrees to serve as a fiduciary solely for the purpose of reviewing appeals relating to the determination of Plan Participant eligibility and coverage of prescription drug benefits in accordance with the terms of the Plan.

Second Level Appeals. PBM has agreements in place with independent vendors who review appeals resulting from a denial of authorization of prescription benefits where the Plan Participant is entitled to obtain a medical review of the denial by a medical specialist. The decision of the independent vendor shall be final, subject to judicial review for abuse of discretion.

Third Level Appeals. PBM has contracted with three state-appointed external review agencies to handle Third Level Appeals. PBM will provide the complete case file, according to the requirements, to the appointed external review agency.

2.6 Manufacturer Assistance Program. If elected, PBM's Manufacturer Assistance Program for Specialty Medications ("MAP"), consists of 1 or 2 components when available, dependent on the specific Plan design: (1) Accumulator Protection using Manufacturer Copay assistance dollars to help lower Plan Participant out-of-pocket costs and Client costs where funds are not applied to Plan Participant deductible and Plan Participant out-of-pocket maximum totals; and (2) Accumulator Protection Plus Variable Cost-Share, where Plan changes can maximize available assistance funds to offset plan costs and cover the Plan Participant Cost Share but does not apply to their deductible and out-of-pocket maximum, yielding high savings potential, or Therapeutic Interchange Programs where the specialty pharmacy will move Plan Participant to preferred agents in order to allow the usage of copay assistance funds from manufacturers. This program requires exclusive specialty pharmacy relationship.

2.7 PBM's Price Edge program allows Client's Plan Participants to access additional savings and negotiated pricing for covered Generic Drugs and non-covered Generic Drugs on the Price Edge Price List ("Price Edge Services"). The Price Edge Price List is a list developed and maintained by PBM, of certain Generic Drugs with pricing informed by the market for consumer off-benefit prescription drug claims, including the Optum Perks direct-to-consumer prescription discount program or successor thereto operated by PBM through its affiliates. The Price Edge Price List is subject to periodic review and modification by PBM in its sole discretion. For Covered Drugs, PBM will make available to Plan Participants services through which Plan Participants may utilize their existing prescription drug identification cards to access additional savings associated with off benefit discount pricing (where applicable) for Generic Drugs covered by Client's Plan Specifications dispensed at Network Pharmacies ("Price Edge for Covered Drugs"). By utilizing Price Edge for Covered Drugs, Plan Participants will pay the lower of: (i) Plan Participant Cost

Share, (ii) the Client contracted rate, plus dispensing fee, (iii) the pharmacy's Usual and Customary charge for the product, or (iv) the applicable price from the Price Edge Price List plus the applicable dispensing fee. Rebate and financial guarantees are not impacted, and claims processed through Price Edge for Covered Drugs will be reconciled with any applicable guarantees for Generic Drugs unless otherwise excluded. For Non-Covered Drugs, PBM will make available to Plan Participants services through which Plan Participants may utilize their existing prescription drug identification cards to access negotiated pricing (where applicable) for certain prescription claims for Generic Drugs which are not covered by Client's Plan Specifications and are dispensed at Network Pharmacies ("Price Edge for Non-Covered Drugs"). Plan Participants will be responsible for paying the full (discounted, if applicable) price of the drug, including any dispensing fees or other applicable fees at the point of sale. Claims processed through Price Edge for Non-Covered Drugs are excluded from any reporting obligations and any discount or rebate, reconciliation, or other pricing commitments set forth in the Agreement. Price Edge for Non-Covered Drugs is not applicable for Clients enrolled in the Enhanced Savings Program. Price Edge Services are not available to Plan Participants participating in Medicaid Plans.

3. Administrator Clinical Programs.

- **Low Clinical Value.** If elected, the Low Clinical Value ("LCV") exclusion option prevents unnecessary spending by removing LCV medications from the formulary without impact to client rebates while providing equal or more effective medicines at a lower cost. LCV medications are drugs that treat common conditions that do not provide any additional or superior therapeutic value when compared to currently existing therapies already in the marketplace. These medications are excluded in addition to any products that would normally be excluded by PBM Formulary. This exclusion occurs without affecting rebate minimum guarantees or contracted discount rates. Administrator reserves the right to amend, from time to time, the list of low clinical value medications. The list of low clinical value medications may be updated quarterly. Client may request a current list of LCV medications.
- **High Dollar Claim Review.** If elected, Administrator's **High Dollar Claim Review program** ("HDCR") will provide Client with umbrella protection against high-cost prescription Claims for approved formulary drugs. Prescription claims over the threshold dollar amount are flagged prior to payment and reviewed for clinical appropriateness. This additional level of clinical oversight protects against unnecessary spending, saving clients money and providing improved visibility into Claim reviews, decision processes, and cost savings. If HDCR is elected, Administrator's **Complex Clinical Intervention** ("CCI") program is included. CCI addresses complex case management issues for Plan Participants on a trajectory to generate more than \$250,000.00 in annual pharmacy plan spend. Clinical pharmacists reach out to Prescribers to request and review medical documentation and tackle issues such as redundant therapies, dosing errors, potential drug-on-drug interactions, and medication misuse. Administrator's **Therapeutic Interchange for High-Cost Specialty Medications** ("HTI") identifies and promotes lower cost, clinically effective alternatives for anti-inflammatory and dermatological drugs.
- The following may apply to HDCR:
 - Administrator manages the clinical review process for high dollar claims, providing oversight of the process. Administrator communicates trends and savings results to Client through detailed reporting and analytics;
 - Review turnaround time is dependent on prescriber activity and whether additional information is required. If additional information is required, the reviewer will attempt to contact the prescriber at least once daily for three days; direct contact with the prescriber will discontinue after the third day. The majority of reviews are completed with a disposition within 24 to 72 hours;

- Following a clinical review, one of four actions will occur: (i) the medication is **approved**, (ii) the medication Claim is **denied**, (iii) the prescriber may decide to **withdraw** and prescribe a different medication, or (iv) the reviewer can **dismiss** the Claim due to lack of communication from the prescriber; or
- If denied, an appeal process is available.
- If HDCR is elected, the Administrator will also manage all other Prior Authorizations and Appeals.
 - Following a clinical review, one of four actions will occur: (i) the medication is **approved**, (ii) the medication claim is **denied**, (iii) the prescriber may decide to **withdraw** and prescribe a different medication, (iv) or the reviewer can **dismiss** the claim due to lack of communication from the prescriber;
 - If denied, the appeal process is available.
- The appeal process:
 - If an initial review is **denied**, the Plan Participant may appeal the decision to have a different pharmacist reviewer evaluate the prior authorization.
 - If the **denial is upheld** upon first appeal, a second appeal may be made, which is completed in consultation with a peer physician reviewer from an Independent Review Organization.
 - If the **denial is again upheld** upon second appeal, a final appeal for a Federal External Review completed by an Independent Review Organization may be made.
 - If the **denial is upheld** by the final review, the appeal process has been exhausted and the decision is final and binding.
- **Foundational Utilization Management (“UM”).** UM is a bundling of evidence-based clinical programs commonly used to provide appropriate clinical oversight of prescription drug claims. UM ensures the correct clinical evaluation processes are in place. Appropriate quantity limit (“**QL**”) promotes FDA-approved dispensing guidelines by ensuring appropriate quantities are dispensed. Step Therapy (“**ST**”) ensures the most clinically appropriate item is used first as part of adhering to accepted guidelines. When faced with two similar agents, the lowest cost option is promoted first. Prior Authorizations (“**PA**”) ensure FDA-approved guidelines with respect to indications are being met. Utilizing the PBM or customized criteria, Administrator has carved out the QL/ST exception review process as well as all specialty and non-specialty PA reviews to be independently reviewed and documented utilizing a documentation system that allows for ease of auditing through increased visibility of clinical decisions. This component requires that Client elects a standard Utilization Management Program promoted by Administrator. NOTE: Client must have the HDCR component in place to elect this UM. The following may apply:
 - Review turnaround time is dependent on prescriber activity and whether additional information is required. If additional information is required, the reviewer will attempt to contact physician at least once daily for three days; direct contact with the prescriber will discontinue after the third day. The majority of reviews are completed with a disposition within 24 to 72 hours,
 - Following a clinical review, one of four actions will occur: (i) the medication is **approved**, (ii) the medication Claim is **denied**, (iii) the doctor may decide to **withdraw** and prescribe a different medication, or (iv) the reviewer can **dismiss** the Claim due to lack of communication from the prescriber; or
 - If denied, an appeal process is available.
- **Protect Program Guarantee.**
 - **General:** The Administrator clinical programs elected by Client shall be collectively

referred to as the “Protect Solutions” for purposes of this Exhibit A. The fees associated with the Protect Solutions which are invoiced to the client shall be referred to herein as the “Protect Fees”.

- **Protect ROI Guarantee:** Administrator guarantees that Client will generate savings from the Protect Solutions (“Protect Savings”) that are equal to or greater than the Protect Fees paid by Client during the given Contract Year (the “Protect ROI Guarantee”). To the extent that the Protect Fees exceed the Protect Savings in a given Contract Year, Administrator will pay Client an amount equal to the difference between the Protect Fees and the Protect Savings (the “Protect Guarantee Payment”).
 - For Clients with one thousand (1,000) Plan Participants or more, the Protect ROI Guarantee shall be 2:1. This means that following Client's Contract Year, if necessary, Administrator's Protect Guarantee Payment will consist of reimbursing Client for Protect Fees in an amount such that the ratio of Client's Protect Savings to Client's net Protect Fees is 2:1. Notwithstanding the foregoing, in no event will Administrator reimburse Client in an amount greater than the Protect Fees paid by Client during the applicable Contract Year. For purposes of calculating Plan Participant count, Administrator shall, on a monthly basis, calculate how many Plan Participants are active during the given month. At the end of the Contract Year, Administrator shall take the sum total of each month and divide it by the number of months in the Contract Year. If the average Plan Participant count over the course of the Contract Year is 1,000 Plan Participants or greater, the Protect ROI Guarantee shall be 2:1. At no point during the Contract Year can the monthly Plan Participant count fall below 900 Plan Participants; in the event that it does, the Protect ROI Guarantee for the Contract Year shall revert to 1:1 (as described in the immediately preceding paragraph).
- **Conditions.**
 - Client's entire population must be enrolled in the Protect Solutions for Client to be eligible for the Protect ROI Guarantee. If any portion of Client's population is not enrolled in the Protect Solutions for the entire applicable Contract Year, the Protect ROI Guarantee will not be applicable to Client. Administrator reserves the right not to honor the Protect ROI Guarantee if Client makes overrides from the Protect Program Claims reviews/appeals.
 - **Eligibility.** To be eligible for the Protect ROI Guarantee, Administrator's LCV and HDCR programs (including PA, HTI, and CCI) must be elected and Administrator (or a vendor designated by Administrator) must be the PA reviewer for all PA requests.
 - **Protect Savings Validation:** Protect Savings are calculated using a proprietary methodology developed by Administrator that analyzes rejected Claims and the paid alternatives to calculate definitive actual-dollar savings realized as a result of the Protect Solutions. Protect Savings generated by the PA and appeals process are based on the AWP contracted discount for the specific drug involved in a Claim. Protect Savings generated by the HDCR process are based on the net cost after actual discount. Administrator may use information from PBM in its calculation of Protect Savings (e.g., AWP, gross cost, plan cost, member cost, rejected Claims data). Generic product identifier (GPI) and national drug code (NDC) data will be retrieved from Medi-Span.
 - Within one hundred and twenty (120) days after the end of each Contract year, Administrator shall report to Client performance for the Protect ROI Guarantee. If Protect Savings exceeds Protect Fees during a Contract Year, no payment shall be made by Administrator to Client. If Protect Fees exceed Protect Savings, amounts due resulting from an Administrator failure to meet the Protect ROI Guarantee, shall be calculated and paid to Client within thirty (30) days following Administrator's

reconciliation report.

- The Protect Guarantee Payment, if any, shall be issued as a credit to Client's account. Client must have the Protect Solutions in place for the entirety of the applicable Contract Year – and such Contract Year must be at least twelve (12) months in length – to be eligible for the Protect ROI Guarantee. If this Agreement is terminated prior to the end of a given Contract Year or if the Agreement is terminated in breach of the terms of the Agreement (e.g., insufficient notice of non-renewal is given), then Administrator is not required to meet the Protect ROI Guarantee set forth above. No Protect Guarantee Payment will be paid (a) until this Agreement (including any applicable Client Application) is executed by Client, or (b) if the Administrative Services Agreement has been terminated as of the date that such Protect Guarantee Payment is to be paid to Client.
- If Client has not paid any outstanding invoice(s) when payment of the Protect Guarantee Payment, if any, is to be made, such outstanding amounts (including any applicable interest, service charge, or other outstanding amount) may be deducted from the Protect Guarantee Payment.
- In the event Administrator fails to meet the Protect ROI Guarantee, the Protect Guarantee Payment described above will be the sole and exclusive remedy available to Client for such failure.

4. **Rebate Acknowledgment; No Representation; Rebate Limitations.** Administrator shall remit to Client the Rebates as set forth in the table in Section I of this Exhibit A (“Client Rebates”) to the extent such Rebates are actually received by Administrator during the Term. No Rebate shall be credited for any generic Claim, whether such Claim is filled with a Generic Drug or by a Brand Drug dispensed in lieu of a Generic Drug at the Generic Drug reimbursement rate. Subject to the foregoing: (1) Administrator will receive from PBM the quarterly Rebate payment within ninety (90) days following quarter adjudicated for Rebates received during the prior calendar quarter; and (2) upon receipt, Administrator will credit Client's account. PBM or Administrator may adjust the Client Rebates payments in an equitable manner if: (i) a generic version of a branded product is unexpectedly introduced in the market; or (ii) a branded product is recalled or withdrawn from the market.

Client acknowledges that Administrator is not making any representation, warranty or guaranty of any kind or nature, either express, implied or otherwise, regarding the amount of Rebates to be paid or remitted to Client pursuant to this Agreement, except as specifically set forth in writing herein. In addition, Client waives, releases and forever discharges PBM and Administrator from any Losses arising from a pharmaceutical company's (a) failure to pay Rebates; (b) breach of an agreement related to Rebates; or (c) negligence or misconduct affecting Rebates. Client acknowledges that whether and to what extent pharmaceutical companies are willing to provide Rebates to Client may depend upon a variety of factors, including the content of the PDL, the Plan's design features, Client meeting criteria for Rebates, and the extent of participation in PBM's formulary management programs, as well as PBM/Administrator receiving sufficient information regarding each Claim for submission to pharmaceutical companies for Rebates. Client acknowledges and agrees that PBM may, but shall not be required to, initiate any collection action to collect any Rebates from a pharmaceutical company. In the event PBM does initiate collection action against a pharmaceutical company to collect Rebates, PBM may offset any reasonable costs, including reasonable attorneys' fees and expenses, arising from any such action. Notwithstanding any provision of this Agreement to the contrary, Administrator shall only be responsible for the payment of Rebates to Client pursuant to the terms of this Agreement if such Rebates are actually received by Administrator during the Term of this Agreement. In no event shall Administrator be obligated to pay Rebates to Client until Administrator receives payment for the same Rebates from PBM. In the event Client terminates the Agreement outside the terms and conditions in the Agreement, Client forfeits the right to receive any Rebates received by Administrator on Client's behalf after the date of such termination. Client acknowledges that Administrator shall not be obligated to pay Client any Rebates described herein until this Agreement, including any applicable Client Application, and any amendment(s) or addendum to this Agreement or Client Application, is signed by Client. PBM and Administrator reserve the right to apply Client's allocated Rebate amount to unpaid Fees.

If Client is eligible and elects PBM's "PEPM Rebate Credit Option", a portion of Client Rebates will be paid to Client on a per employee per month ("PEPM") basis. The PEPM calculation is based on the prior month's eligibility, as of the fifth day of such month. PBM will reconcile the Client Rebate amounts paid on a PEPM basis against the total Client Rebates earned each year, and will make a true up payment to Client for the difference between such amounts on a quarterly and annual basis. The PEPM credit amount is based on the following factors: (a) number of Plan Participants, (b) selected formulary, and (c) specialty network. PBM and Administrator reserve the right to modify or reduce the PEPM credit amount paid to Client in the event the PEPM credit amount is exceeding the amount Client would have otherwise been paid in Client Rebates. Eligibility for the PEPM Rebate Credit Option is based on certain factors determined by PBM. If the PEPM Rebate Credit Option is elected, Client is required to participate in the PEPM Rebate Credit Option for at least one (1) year. Early termination may result in PBM or Administrator retaining Client Rebates.

5. **Miscellaneous.**

- 5.1 Plan Participant Cost Share. Administrator may, but shall not be obligated to, dispense or cause to be dispensed a prescription even if the prescription is not accompanied by the applicable Plan Participant Cost Share described above in this Exhibit A. Administrator will refund any amount submitted by a Plan Participant in excess of the Plan Participant's applicable Plan Participant Cost Share. In the event a Plan Participant submits an insufficient Plan Participant Cost Share and the Plan Participant fails to remit the balance of the Plan Participant Cost Share amount to Administrator (or its designee) within thirty (30) days of Administrator's (or its designee's) request, then Administrator shall have the right to invoice Client for, and Client shall have an obligation to pay Administrator (or its designee), the amount of the uncollected Plan Participant Cost Share(s). Client shall, in turn, have the right to recover uncollected Plan Participant Cost Shares from its Plan Participants at Client's determination. Shipping of prescriptions submitted without the appropriate Plan Participant Cost Share may be delayed.
- 5.2 Drug Classification and Pricing; AWP. With respect to drug classification and pricing, the Parties acknowledge and understand that (i) PBM will use indicators of Medi-Span Master Drug Database (Medi-Span), and their associated files, as updated regularly by Medi-Span, or another nationally available reporting service of pharmaceutical drug information in determining the classification of drugs (e.g., legend vs. over-the-counter, brand vs. generic, multi-source vs. single-source) for purposes of this Agreement, (ii) PBM is entitled to rely on Medi-Span or any other nationally available reporting service of pharmaceutical prices selected by PBM to determine AWP for purposes of establishing pricing provided under this Agreement, and (iii) PBM does not establish AWP. Client further acknowledges that (w) Administrator does not establish drug classifications, (x) Administrator does not establish AWP, (y) neither PBM nor Administrator shall have any liability to Client or its Plan Participants arising from the use of Medi-Span or any other nationally available reporting service and (z) if the reporting source for determining AWP relating to Administrator and Client should not continue to support AWP, Administrator and Client will cooperate with PBM to negotiate pricing hereunder to maintain the Parties' respective economic position under this Agreement and otherwise as of the Effective Date of this Agreement.
- 5.3 Formulary Management.
- 5.3.1 The Parties acknowledge that Client shall adopt as part of its Plan design and as its formulary, the PDL and Prescribing Guide. Changes made by PBM to the PDL or the Prescribing Guide may be based upon, among other things, new products, customer safety, clinical appropriateness, efficacy, cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry, introduction of generics, new legislation and regulations.
- 5.3.2 PBM may implement Drug Interchange program(s) which has/have been approved by PBM's pharmacy and therapeutics committee for selected prescriptions under which PBM's mail service pharmacy shall contact Prescribers, as appropriate, to obtain approval for the Drug Interchange. In accordance with PBM's standard policies, PBM shall credit Administrator or Plan Participant, as appropriate, for any mail prescription returned to

- PBM upon rejection by the Plan Participant of the Drug Interchange. Client acknowledges that the adoption of therapeutic interventions may result in an increase of Rebates payable by pharmaceutical manufacturers pursuant to their agreements with PBM.
- 5.3.3 Client acknowledges the Prescriber shall have final authority over the drug prescribed to a Plan Participant, regardless of benefit coverage.
- 5.3.4 PBM may implement Drug Interchange programs, as approved by its pharmacy and therapeutics committee, for Participating Pharmacies to promote the use of the PDL or Prescribing Guide by encouraging Participating Pharmacies to: (i) identify appropriate opportunities for converting a prescription from a non-PDL or Prescribing Guide drug to a clinically comparable drug on the PDL or Prescribing Guide; and (ii) contact the Plan Participant and the Prescriber to request that the prescription be changed to a clinically comparable drug on the PDL or Prescribing Guide. Participating Pharmacies may be compensated by PBM for the services they provide in connection with Drug Interchange programs.
- 5.4 Generic Drug Substitution Program. Generic Drug substitution will be conducted through PBM's Participating Pharmacies under a program which substitutes Brand Drugs with Generic Drug equivalents, where available clinically appropriate, unless (a) the prescribing healthcare practitioner issues the prescription with a "dispense as written" notation, or (b) the Participating Pharmacy has been notified by the Plan Participant or otherwise to dispense Brand Drug only. Generic Drug messaging to Participating Pharmacies intended to promote point-of-sale Generic Drug substitution of multi-source Brand Drugs will be provided by PBM. The Parties acknowledge that a pharmacist may override such messaging if the prescribing healthcare practitioner or the Plan Participant has notified the Participating Pharmacy to dispense the Brand Drug only.
- 5.5 Reservation of Rights. Administrator expressly reserves (and Client hereby confirms, acknowledges and agrees to such reservation) the right to modify or amend financial provisions in this Agreement (including without limitation this Client Application/Exhibit A) with reasonable advance written notice to Client in the event of:
- 5.5.1 A change in the scope of services to be performed by Administrator or PBM or the assumptions upon which the financial provisions included in this Agreement are based (including PBM's pricing provided to Administrator) and/or: (1) any new – or change in existing – state or federal law or regulation, or the interpretation thereof; and/or (2) any government imposed or industry wide change that would impede Administrator's ability to provide the pricing described in this Agreement, including without limitation any prohibition or restriction on the right of Administrator or any third party's ability to receive rebates from PBM and/or pharmaceutical manufacturers.
- 5.5.2 Implementation or addition of a high deductible health plan/consumer-driven health plan option that is not in place at the Effective Date of this Agreement.
- 5.5.3 Implementation or addition of a 100% Plan Participant paid plan that is not in place at the Effective Date of this Agreement.
- 5.5.4 A change in the coverage of Medicare eligible Plan Participants, irrespective of the resulting change in total number of Plan Participants.
- 5.5.5 A change to the methodology by which AWP is calculated or reported.
- 5.5.6 A change in PBM's PDL or the PBM Prescribing Guide or Administrator's alignment with such PDL or PBM Prescribing Guide. In any event, Administrator will use its commercially reasonable efforts to provide Client with 30 days' notice prior to addition or removal of a drug from the PDL or PBM's Prescribing Guide. In the event safety concerns or regulatory action require PBM to remove a drug sooner, Administrator shall notify

Client of the removal of a drug from the PDL or the Prescribing Guide within three (3) business days.

5.5.7 Termination of Administrator’s contractual arrangement with PBM.

5.6 Provision of Information. Client acknowledges that Administrator shall not be held responsible for any obligation if Client, or Client’s designee (including, without limitation, any Plan Participant), fails to provide Administrator with accurate, timely and complete information as needed to meet such obligation.

D. PERFORMANCE GUARANTEES

1. Within one hundred and twenty (120) days after the end of each Calendar year, Administrator shall report to Client performance for each performance standard. Notwithstanding the foregoing, for purposes of determining whether Administrator has met or failed to meet each performance standard, performance standards will be measured and reconciled on an annual basis and amounts due resulting from an Administrator failure to meet any performance standard(s), if any, shall be calculated and paid to Client within thirty (30) days following Administrator’s receipt of reconciliation report.
2. If any period covered by the Agreement is less than the period covered by the proposed performance guarantee, and Administrator has not met such performance guarantee for such period, the penalty associated with such failure will be prorated to reflect the actual period during which the Agreement was in effect.
3. In the event Administrator fails to meet the proposed guarantees, the penalties described above will be the sole and exclusive remedy available to Client for such failure.
4. No performance penalties, if any, will be paid (a) until the Administrative Services Agreement is executed by Client, or (b) if the Administrative Services Agreement has been terminated as of the date that such performance penalties are to be paid to Client.
5. The total dollar amount at risk will be equal to \$10.00 per member, divided equally amongst the following four guarantees:

Service Feature	Client Specific Guarantees	Penalty
Average Speed of Answer	Administrator will make available a toll-free member service telephone line for use by Members. The target Average Speed of Answer (“ASA”) of the member service telephone line each Calendar Year will be thirty (30) seconds or less for 90% of calls. This is measured across Administrator’s book of business.	25% of total dollar amount at risk.
Telephone Abandonment Rate	The Telephone Abandonment Rate of the service telephone line will be 4.5% or less of all incoming calls received from Plan Participants during each Calendar Year. “Telephone Abandonment Rate” means (i) the number of incoming calls received by the customer service telephone line during a Calendar Year which are abandoned by the caller divided by (ii) the total number of incoming telephone calls received by the customer service telephone line during such Calendar Year. This is measured across Administrator’s entire book of business.	25% of total dollar amount at risk.

<p>Claims Adjudication Accuracy Rate</p>	<p>The Claims Adjudication Accuracy Rate for each Calendar Year will be 98.5% or greater. "Claims Adjudication Accuracy Rate" means (i) the number of retail claims, mail order claims and directly submitted paper claims adjudicated by PBM in a Calendar Year that do not contain a material adjudication error, divided by (ii) the number of all such claims adjudicated by PBM in such Calendar Year.</p>	<p>25% of total dollar amount at risk.</p>
<p>Eligibility – Timeliness of Installations</p>	<p>Accurate and complete eligibility files transmitted by 10 AM CST via secure process to Administrator will be updated within one (1) business day of receipt. The measurement rate for successful will be 95% of days of an accurate and complete eligibility file transfer.</p>	<p>25% of total dollar amount at risk.</p>

E. EXECUTION BY CLIENT

Client hereby represents and warrants that the information contained in Section A of this Exhibit A (Client Application) is true and correct in all respects and Client hereby agrees to the specific terms, conditions and financial arrangements set out in this Client Application. Client agrees that if any information in Section A changes, Client will give Administrator prompt notice of such changes. Furthermore, Client understands that this Exhibit A (Client Application) is a part of the Administrative Services Agreement between Client and Administrator to which it is attached and incorporated into by reference and that Client is bound by all terms and conditions of such Administrative Services Agreement.

All capitalized terms used in this Client Application but not specifically defined herein shall have the meanings given to such terms in the Administrative Services Agreement to which this Client Application is attached and made a part of.

IN WITNESS WHEREOF, Client has caused this Exhibit A (Client Application) to be executed as of the Addendum Effective Date. In the event this Client Application is amended by the Parties after the Addendum Effective Date, the Parties may substitute such amended Client Application for the former Client Application, provided the Parties set forth the date from and after which such amended Client Application shall be effective. Any such amended Client Application must be signed by Client's authorized representative and agreed to and accepted by Administrator's authorized representative.

CLIENT:

City of Bartlesville

By: _____

Printed Name: Dale Copeland

Its: Mayor

Acknowledged, agreed to and accepted by:

ADMINISTRATOR:

RxBenefits, Inc.

By: _____

Printed Name: Lauren Simmons

Its: Vice President of Compliance & Legal Affairs

Certificate Of Completion

Envelope Id: 31045EBA18D548AAA284A35B0C6CB4B5
Subject: FOR CLIENT SIGNATURE: Addendum to ASA between City of Bartlesville and RxBenefits
Source Envelope:
Document Pages: 16 Signatures: 0
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent
Envelope Originator:
DocuSign
3700 Colonnade Parkway
Suite 600
Birmingham, AL 35243
docusign@rxbenefits.com
IP Address: 34.83.245.227

Record Tracking

Status: Original Holder: DocuSign Location: DocuSign
3/8/2024 6:09:57 AM docusign@rxbenefits.com

Signer Events

Laura Sanders
ljsanders@cityofbartlesville.org
Security Level: Email, Account Authentication (None)

Signature

Timestamp

Sent: 3/8/2024 6:09:58 AM
Viewed: 3/8/2024 10:53:01 AM

Electronic Record and Signature Disclosure:
Accepted: 3/8/2024 10:53:01 AM
ID: d089372a-b286-4823-9bfc-eac8da8365e2

Lauren Simmons
lsimmons@rxbenefits.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

jmorrissey@rxbenefits.com
jmorrissey@rxbenefits.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/8/2024 6:09:58 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

kknotts@rxbenefits.com
kknotts@rxbenefits.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/8/2024 6:09:59 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

ktodd@rxbenefits.com

ktodd@rxbenefits.com

Paralegal

RxBenefits, Inc.

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 3/8/2024 6:09:59 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/8/2024 6:09:59 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, RxBenefits, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RxBenefits, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lsimmons@rxbenefits.com

To advise RxBenefits, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at lsimmons@rxbenefits.com and in the body of such request you must state: your previous e-mail address, your new e-mail address.

We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from RxBenefits, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to lsimmons@rxbenefits.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with RxBenefits, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to lsimmons@rxbenefits.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RxBenefits, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RxBenefits, Inc. during the course of my relationship with you.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Take action to vote to reelect Mike Bailey and Craig Stephenson to the OMAG Board of Trustees.

Attachments:

OMAG Ballot

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville is a member of the Oklahoma Municipal Assurance Group (OMAG), which is a non-profit, risk sharing pool for Oklahoma municipalities formed as an inter-local trust that provides our liability and property insurances.

The governing body of OMAG is comprised of 7 trustees who are elected from OMAG's members. Trustees can be elected or appointed officials of the member municipality. I currently serve on the OMAG Board of Trustees.

There are 8 candidates for these 2 positions. Both myself and the City Manager of Ponca City have served on this board for over a decade and I would recommend that we vote to reelect both of the incumbents.

Please place this on the consent agenda for the May City Council meeting.

III. RECOMMENDED ACTION

Vote for Mike Bailey and Craig Stephenson as OMAG Trustees.

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP

2024 Election of TWO Trustees

For a three-year term starting July 1, 2024

The biographical sketch on the next page for each nominee was written by the person who made the nomination. YOU MAY VOTE FOR TWO (2) NOMINEES by placing a check mark next to their names below.

- Mike Bailey, City Manager, Bartlesville (Incumbent)
- Craig Stephenson, City Manager, Ponca City (Incumbent)
- Donalynn Blazek-Scherler, City Clerk, Lawton
- Gary A. Jones, City Manager, Altus
- Tammy Kretchmar, City Manager, Yukon
- David M. Mason, Mayor, Enid
- Cody Roe, City Manager, McLoud
- Micheal Shannon, Interim City Manager, Guymon

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2024
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by OMAG no later than *May 15, 2024*, by:

- (1) emailing the ballot to elections@omag.org;
- (2) sending the ballot to OMAG by mail to 3650 S. Boulevard, Edmond, OK 73013; or
- (3) sending a facsimile of the ballot to OMAG at (405) 657-1401.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES

MIKE BAILEY (Incumbent) Mike is the City Manager for Bartlesville and has been with the City for 18 years. Mike is a licensed CPA who has worked with many local governments throughout his career. He has served on the OMAG Board since 2007 and is also on the boards of CMAO and OMSCC. (Bartlesville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

CRAIG STEPHENSON (Incumbent) Craig is a current incumbent on the OMAG Board. He has 37 years of municipal (government) experience serving communities as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees in Political Science and has earned the ICMA Credentialed and Oklahoma Accredited Manager designation. (Ponca City participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)

DONALYNN BLAZEK-SCHERLER Donalynn is an excellent candidate to serve as a trustee for the Oklahoma Municipal Assurance Group (OMAG). She's an extremely dedicated and hard working employee who will no doubt be an asset to the board. Ms. Blazek-Scherler has been an exemplary employee for the City of Lawton for several years. (Lawton participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

GARY JONES City Manager Altus September 2019-present. Oklahoma State Auditor 2011-2019 where he received the 2016 "Sunshine Award" and was named an honorary Fire-Fighter and friend of retired Teachers. Comanche County Commissioner 1995-1999. Received the "Superior Achievement Award" from the Oklahoma Good Roads and Streets Association. BS Business Administration/Accounting-Cameron University. (Altus participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

TAMMY KRETCHMAR Tammy Kretchmar, serving the City of Yukon since 1996, advanced to City Manager in 2021. She actively engages in professional associations like ICMA and CMAO. Tammy's exceptional leadership in Yukon has earned her the 2017 Don Rider Award and the 2022 Gerald Wilkins and Jeff Shockley Award. (Yukon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

DAVID MASON David has a BS degree in Education and a Master's Degree in Administration. He entered the insurance business in 2003 and quickly advanced to District Manager of 29 agencies. He later became VP/Director of Sales for a large Independent agency helping to increase sales \$100M over 5 years. (Enid participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)

CODY ROE Currently serving as City Manager for the city of McLoud, Cody has over 14 years in Municipal Government where he has served as the Parks Director, Emergency Manager, Operations Director, Public Works Director, and Assistant City Manager. Cody is actively involved in Pottawatomie County and serves on the COEDD Board. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

MICHEAL SHANNON Mike Shannon, a lifelong cowboy and team roper of the Oklahoma Panhandle has worked in municipal government over 45 years. During that time, he worked in the private sector managing a small communication company for 9 years, returning to municipal government as Interim City Manager for the City of Guymon. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the nine months ending March 30, 2024.

Attachments:

Interim Financials for March 30, 2024

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for March 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 March 30, 2024.



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

For The Nine Months Ended March 31, 2024

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Vacant

Ward 5 - Trevor Dorsey

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

TABLE OF CONTENTS

HIGHLIGHTS

MAJOR FUNDS:

GENERAL FUND

WASTEWATER OPERATING/BMA WASTEWATER FUNDS

WATER OPERATING/BMA WATER FUNDS

SANITATION

OTHER FUNDS:

REVENUE BUDGET STATUS

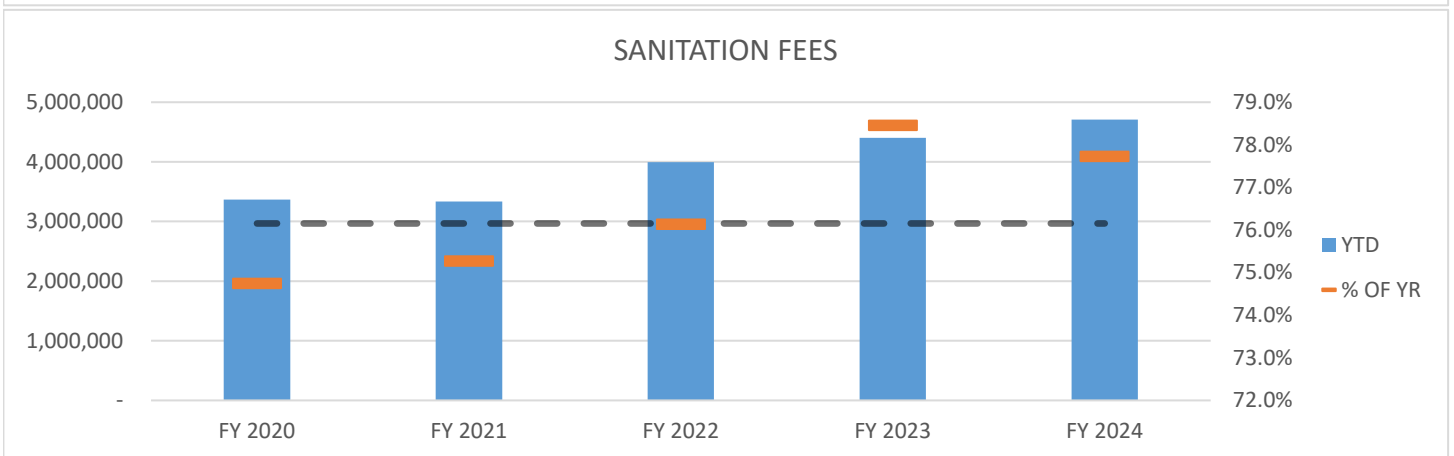
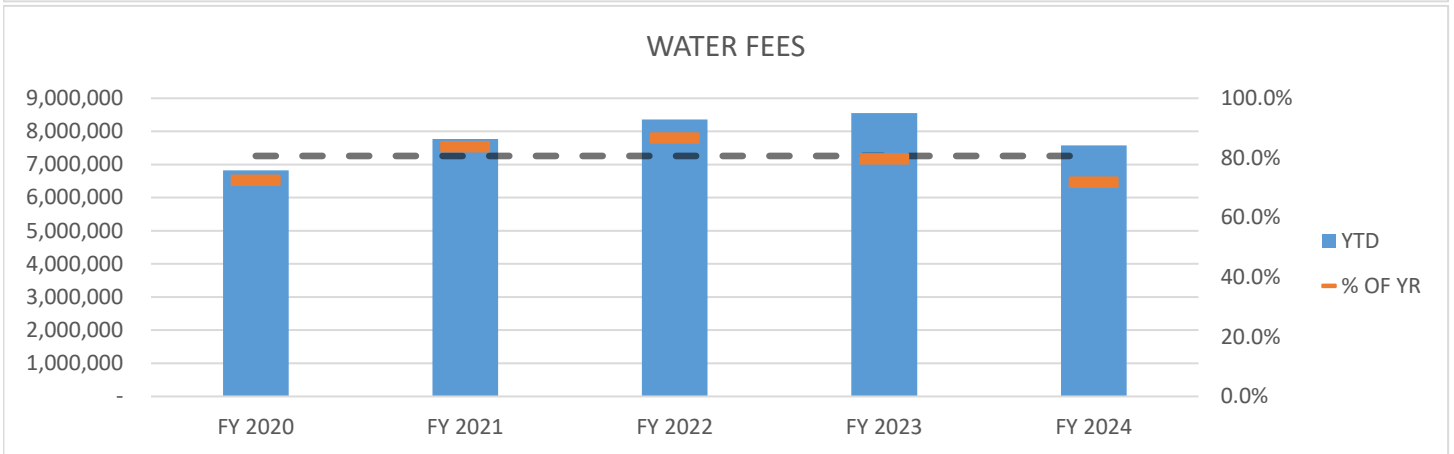
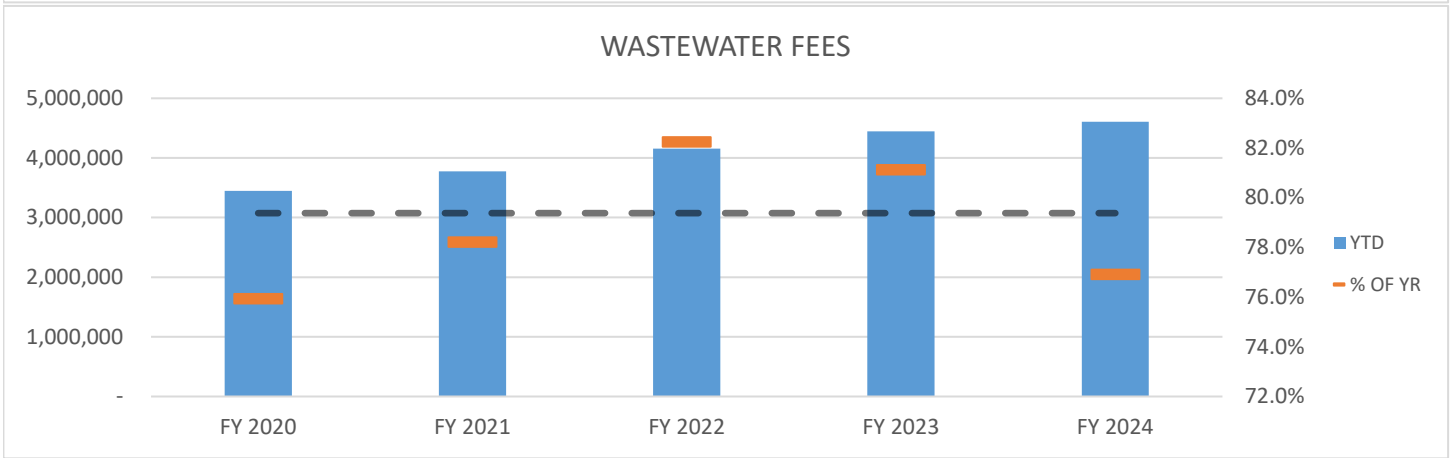
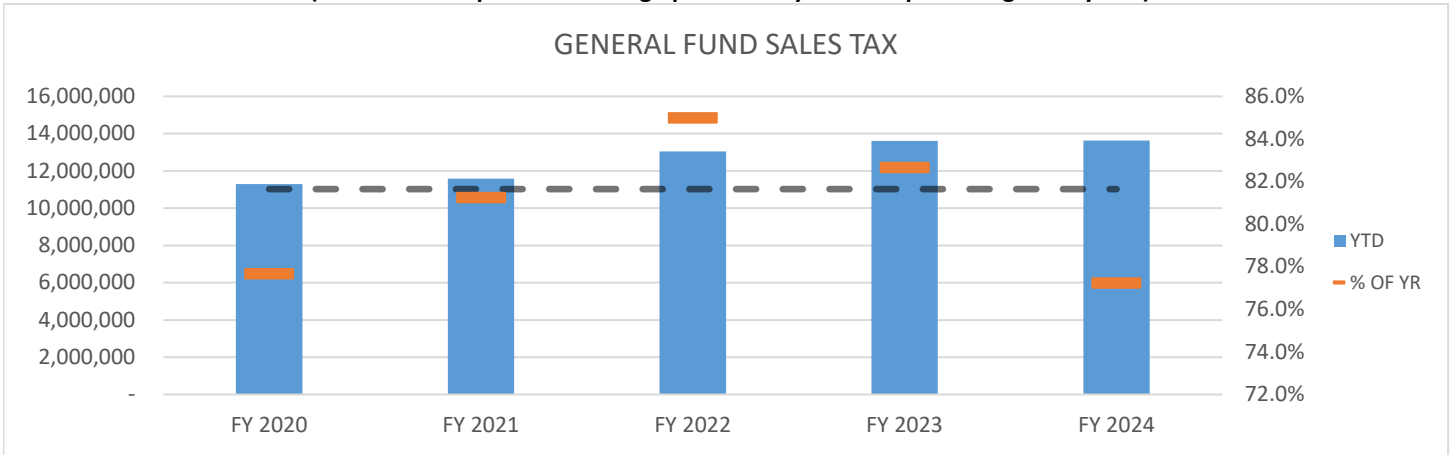
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

EXPLANATORY MEMO

FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



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

75% 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	\$ 13,232,966	\$ 13,629,278	\$ -	\$ 13,629,278	77.2%	\$ 13,602,985	75.1%
Use Tax	2,500,000	1,875,000	3,737,026	-	3,737,026	149.5%	425,813	27.5%
Gross Receipt Tax	1,582,000	1,186,500	1,223,511	-	1,223,511	77.3%	1,250,693	76.9%
Licenses and Permits	256,700	192,525	228,342	-	228,342	89.0%	226,147	87.9%
Intergovernmental	700,400	525,300	546,547	-	546,547	78.0%	553,818	77.7%
Charges for Services	478,800	359,100	448,597	-	448,597	93.7%	406,255	67.9%
Court Costs	160,000	120,000	147,420	-	147,420	92.1%	145,077	76.3%
Police/Traffic Fines	460,000	345,000	272,762	-	272,762	59.3%	309,731	76.4%
Parking Fines	68,200	51,150	38,675	-	38,675	56.7%	37,360	78.0%
Other Fines	80,400	60,300	48,018	-	48,018	59.7%	52,443	74.7%
Investment Income	150,000	112,500	2,179,197	-	2,179,197	1452.8%	906,045	94.5%
Miscellaneous Income	875,700	656,775	860,675	-	860,675	98.3%	435,194	57.8%
Transfers In	6,561,228	4,920,921	4,920,924	-	4,920,924	75.0%	6,878,209	75.0%
Total	<u>\$ 31,517,383</u>	<u>\$ 23,638,037</u>	<u>\$ 28,280,972</u>	<u>\$ -</u>	<u>\$ 28,280,972</u>	89.7%	<u>\$ 25,229,772</u>	73.2%
Expenditures:								
General Government	\$ 8,965,657	\$ 6,724,243	\$ 5,848,642	\$ 55,173	\$ 5,903,815	65.8%	\$ 6,120,795	74.6%
Public Safety	16,639,031	12,479,273	12,248,850	157,820	12,406,670	74.6%	11,613,810	75.2%
Street	2,051,398	1,538,549	1,281,127	13,502	1,294,629	63.1%	1,365,440	75.9%
Culture and Recreation	3,666,412	2,749,809	2,452,731	7,196	2,459,927	67.1%	2,397,935	73.6%
Transfers Out	4,189,369	3,142,027	3,141,838	-	3,141,838	75.0%	3,008,342	75.0%
Reserves	1,194,800	896,100	-	-	-	0.0%	-	N.A.
Total	<u>\$ 36,706,667</u>	<u>\$ 27,530,001</u>	<u>\$ 24,973,188</u>	<u>\$ 233,691</u>	<u>\$ 25,206,879</u>	68.7%	<u>\$ 24,506,322</u>	74.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 6,559,526					
Net Revenue (Expense)			<u>3,307,784</u>					
Ending Fund Balance			<u>\$ 9,867,310</u>					

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

75% of Year Lapsed

	<u>2022-23 Fiscal Year</u>					<u>% of Budget</u>	<u>2021-22 Fiscal Year</u>	
	<u>Total Budget</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Encum</u>	<u>YTD Total</u>		<u>YTD Total</u>	<u>% Total Year</u>
Revenue:								
Wastewater Fees	\$ 6,007,344	\$ 4,505,508	\$ 4,608,695	\$ -	\$ 4,608,695	76.7%	\$ 4,454,332	89.4%
Investment Income	-	-	-	-	-	N.A.	27,077	#####
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	<u>30,000</u>	<u>22,500</u>	<u>135,851</u>	<u>-</u>	<u>135,851</u>	452.8%	<u>176,108</u>	865.1%
Total	<u>\$ 6,037,344</u>	<u>\$ 4,528,008</u>	<u>\$ 4,744,546</u>	<u>\$ -</u>	<u>\$ 4,744,546</u>	78.6%	<u>\$ 4,657,517</u>	93.0%
Expenditures:								
Wastewater Plant	\$ 2,965,385	\$ 2,224,039	\$ 2,222,294	\$ 711,739	\$ 2,934,033	98.9%	\$ 2,676,278	100.3%
Wastewater Maint	861,009	645,757	579,785	15,289	595,074	69.1%	518,908	79.4%
BMA Expenses	27,735	20,801	27,730	-	27,730	100.0%	27,870	N.A.
Transfers Out	1,646,975	1,235,231	1,235,234	-	1,235,234	75.0%	1,231,934	85.5%
Reserves	<u>88,790</u>	<u>66,593</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 5,589,894</u>	<u>\$ 4,192,421</u>	<u>\$ 4,065,043</u>	<u>\$ 727,028</u>	<u>\$ 4,792,071</u>	85.7%	<u>\$ 4,454,991</u>	93.6%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,904,457					
Net Revenue (Expense)			<u>679,503</u>					
Ending Fund Balance			<u>\$ 3,583,960</u>					

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

75% 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	\$ 8,318,355	\$ 7,986,772	\$ -	\$ 7,986,772	72.0%	\$ 9,006,243	85.7%
Investment Income	-	-	-	-	-	N.A.	44,235	792.5%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	-	-	749,416	-	749,416	N.A.	2,683	265.6%
Total	<u>\$ 11,091,140</u>	<u>\$ 8,318,355</u>	<u>\$ 8,736,188</u>	<u>\$ -</u>	<u>\$ 8,736,188</u>	78.8%	<u>\$ 9,053,161</u>	86.1%
Expenditures:								
Water Plant	\$ 3,930,908	\$ 2,948,181	\$ 2,416,330	\$ 112,799	\$ 2,529,129	64.3%	\$ 2,769,235	99.6%
Water Administration	403,611	302,708	290,044	12,848	302,892	75.0%	283,868	84.1%
Water Distribution	2,251,525	1,688,644	1,259,540	(3,575)	1,255,965	55.8%	1,330,705	98.6%
BMA Expenses	3,826,024	2,869,518	1,745,139	(119,080)	1,626,059	42.5%	5,284,447	177.2%
Transfers Out	2,585,280	1,938,960	1,938,963	-	1,938,963	75.0%	1,927,040	86.1%
Reserves	294,520	220,890	-	-	-	0.0%	-	N.A.
Total	<u>\$ 13,291,868</u>	<u>\$ 9,968,901</u>	<u>\$ 7,650,016</u>	<u>\$ 2,992</u>	<u>\$ 7,653,008</u>	57.6%	<u>\$ 11,595,296</u>	119.7%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,243,671					
Net Revenue (Expense)			<u>1,086,172</u>					
Ending Fund Balance			<u>\$ 8,329,843</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

75% 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	\$ 4,541,389	\$ 4,636,027	\$ -	\$ 4,636,027	76.6%	\$ 4,322,576	74.8%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	173,239	45,669	102,729	-	102,729	59.3%	121,788	73.2%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	\$ 6,228,424	\$ 4,587,058	\$ 4,738,756	\$ -	\$ 4,738,756	76.1%	\$ 4,444,364	74.7%
Expenditures:								
Sanitation	\$ 3,564,131	\$ 2,673,098	\$ 2,303,140	\$ 132,664	\$ 2,435,804	68.3%	\$ 2,384,440	73.0%
Transfers Out	2,649,730	1,987,298	1,987,300	-	1,987,300	75.0%	1,985,586	75.0%
Reserves	134,997	101,248	-	-	-	0.0%	-	N.A.
Total	\$ 6,348,858	\$ 4,761,644	\$ 4,290,440	\$ 132,664	\$ 4,423,104	69.7%	\$ 4,370,026	73.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 322,482					
Net Revenue (Expense)			448,316					
Ending Fund Balance			\$ 770,798					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

75% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,902,083	1,431,432	75%
E-911 Fund	1,095,403	870,578	79%
Special Library Fund	123,970	183,794	148%
Special Museum Fund	-	45,164	N/A
Municipal Airport Fund	-	75,583	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	55,000	81,945	149%
Golf Course Memorial Fund	25,000	26,100	104%
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	1,834	71%
Debt Service Fund	4,818,069	4,234,797	88%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,603,280	3,005,480	83%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	23,200	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	4,816	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	6,900,000	100%
Proprietary Funds:			
Adams Golf Course Operating Fund	663,654	522,967	79%
Sooner Pool Operating Fund	72,245	54,185	75%
Frontier Pool Operating Fund	94,205	70,655	75%
Municipal Airport Operating	585,975	562,428	96%
Internal Service Funds:			
Worker's Compensation Fund	93,460	77,761	83%
Health Insurance Fund	3,757,814	4,222,865	112%
Auto Collision Insurance Fund	75,000	59,506	79%
Stabilization Reserve Fund	1,291,774	968,836	75%
Capital Improvement Reserve Fund	6,998,023	5,991,352	86%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

75% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	5,416,131	1,745,293	32%
E-911 Fund	1,226,020	849,147	69%
Special Library Fund	220,970	142,183	64%
Special Museum Fund	51,500	23,796	46%
Municipal Airport Fund	28,508	435	2%
Harshfield Library Donation Fund	382,568	12,266	3%
Restricted Revenue Fund	350,441	111,640	32%
Golf Course Memorial Fund	65,940	52,414	79%
CDBG-COVID	-	-	N/A
ARPA	1,000,000	750,001	75%
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	6,164,456	1,169,941	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	1,867,307	38%
2023 G.O. Bond Fund	6,900,000	75,634	1%
Proprietary Funds:			
Adams Golf Course Operating Fund	665,922	530,721	80%
Sooner Pool Operating Fund	79,562	17,045	21%
Frontier Pool Operating Fund	94,230	29,687	32%
Municipal Airport Operating	670,036	471,073	70%
Internal Service Funds:			
Worker's Compensation Fund	430,000	121,183	28%
Health Insurance Fund	4,079,068	4,258,570	104%
Auto Collision Insurance Fund	443,559	58,015	13%
Stabilization Reserve Fund	11,933,651	-	0%
Capital Improvement Reserve Fund	12,390,050	2,757,985	22%
Mausoleum Trust Fund	7,791	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

75% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	3,705,288	(112,903)	3,592,385
E-911 Fund	214,997	21,431	236,428
Special Library Fund	290,970	69,483	360,453
Special Museum Fund	139,059	21,368	160,427
Municipal Airport Fund	80,702	47,910	128,612
Harshfield Library Donation Fund	463,144	(10,088)	453,056
Restricted Revenue Fund	409,319	(8,619)	400,700
Golf Course Memorial Fund	45,891	(23,720)	22,171
CDBG-COVID	-	-	-
ARPA	1,762,952	(750,001)	1,012,951
Justice Assistance Grant Fund	7,619	7,185	14,804
Neighborhood Park Fund	60,222	-	60,222
Cemetery Care Fund	10,055	1,634	11,689
Debt Service Fund	3,726,110	2,525,673	6,251,783
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,737,112	1,651,717	5,388,829
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	162,540	(51,799)	110,741
Wastewater Regulatory Capital Fund	840,690	(226,154)	614,536
City Hall Capital Improvement Fund	125,618	47,880	173,498
Storm Drainage Capital Improvement Fund	57,026	(2,631)	54,395
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	(2,699,809)	4,065,275
2023 G.O. Bond Fund	-	6,870,069	6,870,069
Proprietary Funds:			
Adams Golf Course Operating Fund	19,376	20,300	39,676
Sooner Pool Operating Fund	21,830	37,227	59,057
Frontier Pool Operating Fund	23,562	40,498	64,060
Municipal Airport Operating	309,066	96,001	405,067
Internal Service Funds:			
Worker's Compensation Fund	196,884	(36,002)	160,882
Health Insurance Fund	45,564	(35,605)	9,959
Auto Collision Insurance Fund	509,867	(36,633)	473,234
Stabilization Reserve Fund	11,933,651	968,836	12,902,487
Capital Improvement Reserve Fund	17,068,585	4,618,880	21,687,465
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 - APRIL 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	100%	
5		Investigate ways to implement a flex-hours or work from home program for applicable employees.	HR	04/24	100%	
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	75%	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	55%	
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	25%	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	25%	Exploring existing system to collect data.
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	99%	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 - APRIL 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	07/25	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%	Pending budget approval.
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 - APRIL 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	20%	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	20%	
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 - APRIL 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	100%	
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	95%	
	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%	

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A public hearing to consider a request by Andrew Oleson to close a portion of a 20-foot-wide utility easement located on the north side of Lot 28, Block 37, Pennington Hills 5th Addition, Bartlesville, Washington County, Oklahoma.

Attachments:

Ordinance
Exhibit A

II. STAFF COMMENTS AND ANALYSIS

Applicant: Andrew Oleson

Requested Action: A public hearing to consider a request to close a portion of a 20-foot-wide utility easement on the north side of Lot 28, Block 37, Pennington Hills 5th Addition, Bartlesville, Washington County, Oklahoma said portion of right-of-way being more particularly described as follows:

THE SOUTH 10 FEET OF THE NORTH 20 FEET OF LOT 28,
BLOCK 37, PENNINGTON HILLS 5TH ADDITION,
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

SPECIAL INFORMATION:

The applicant is requesting the closure so that they can construct a storage building in the back yard of the 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. There is a 20' wide utility in the rear of the adjacent lots to the north where overhead electric, communications, and sanitary sewer are located.

1. City Staff: Staff has received no objections from Police, Fire, Planning, Public Works, Water Utilities or Engineering departments. There is a sanitary sewer line on the lots the north with 20 feet of easement provided on the lot included in this application. Since 10 feet of that easement would remain, the Engineering and Water Utilities Departments do not have objections to the request.
2. Utility Companies: Staff has received no objections from ONG, AT&T or Sparklight. ONG is located in the front and the communications utilities are on

PSO poles on the lot to the north. PSO has stated that for adequate and safe access to their facilities located in the 20' easement north of and adjacent to this lot, they need to maintain access to all existing easements. They will not support closing any portion of the 20' easement.

III. RECOMMENDED ACTION

Staff recommends holding the public hearing and denial of the request to vacate the south 10 feet of the 20-foot utility easement based upon input received from PSO. An ordinance has been included with this recommendation in the event Council chooses to approve the request. A public hearing notice has been placed in the *Examiner Enterprise*.

ORDINANCE NO. _____

An Ordinance to close a portion of the 20-foot-wide utility easement, located on the north side of Lot 28, Block 37, Pennington Hills, Fifth 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 May 6, 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 28, BLOCK 37, PENNINGTON HILLS FIFTH ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE SOUTH 10 FEET OF THE NORTH 20 FEET OF LOT 28, BLOCK 37, PENNINGTON HILLS, FIFTH ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

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

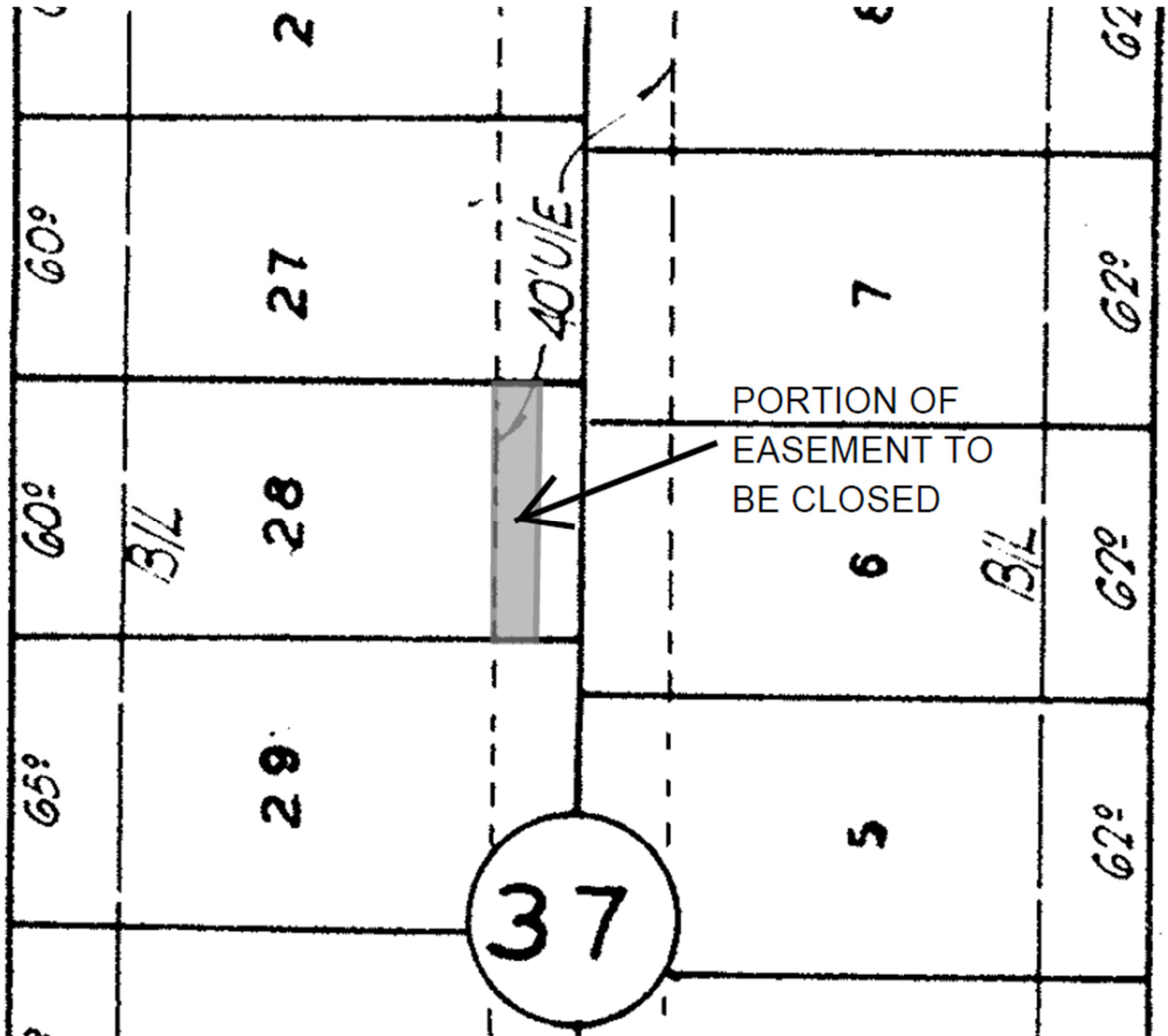
PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 6th day of May, 2024.

Dale Copeland, Mayor

ATTEST:

City Clerk
(SEAL)

EXHIBIT A



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A public hearing to consider a request by Arcadian Housing to close a portion of nineteen (19) different 7.5-foot-wide utility easements located in Oak Wood Addition, Bartlesville, Washington County, Oklahoma.

Attachments:

Ordinance
Exhibit A

II. STAFF COMMENTS AND ANALYSIS

Applicant: Arcadian Housing

Requested Action: A public hearing to consider a request to close 2.5' of each of the 7.5' Utility Easement, located in Block 2, Lots 8, 20 & 21; Block 3, Lots 10, 11, 18 & 19; Block 4, Lots 6, 7, 10 & 11; Block 6, Lots 2, 3, 10, 11, 16 & 17; and Block 7, Lots 21 & 22, Oak Wood Addition, Bartlesville, Washington County, Oklahoma.

UTILITY EASEMENTS LOCATED IN BLOCK 2, LOTS 8, 20 & 21; BLOCK 3, LOTS 10, 11, 18 & 19; BLOCK 4, LOTS 6, 7, 10 & 11; BLOCK 6, LOTS 2, 3, 10, 11, 16 & 17; AND BLOCK 7, LOTS 21 & 22, OAK WOOD ADDITION, (LOCATED IN OAK PARK VILLAGE) BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA; SAID CLOSURE REDUCING EACH 7.5' EASEMENT TO 5'. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE EAST 2.5 FEET OF THE WEST 7.5 FEET OF LOTS 8 AND 21, BLOCK 2; THE WEST 2.5 FEET OF THE EAST 7.5 FEET OF LOT 20, BLOCK 2; THE EAST 2.5 FEET OF THE WEST 7.5 FEET OF LOTS 10 AND 19, BLOCK 3; THE WEST 2.5 FEET OF THE EAST 7.5 FEET OF LOTS 11 AND 18, BLOCK 3; THE EAST 2.5 FEET OF THE WEST 7.5 FEET OF LOTS 6 AND 10, BLOCK 4; THE WEST 2.5 FEET OF THE EAST 7.5 FEET OF LOTS 7 AND 11, BLOCK 4; THE SOUTH 2.5 FEET OF THE NORTH 7.5 FEET OF LOTS 2, 10 AND 16, BLOCK 6; THE NORTH 2.5 FEET OF THE SOUTH 7.5 FEET OF LOTS 3, 11 AND 17, BLOCK 6; THE SOUTH 2.5 FEET OF THE NORTH 7.5 FEET OF LOT 22, BLOCK 7; THE NORTH 2.5 FEET OF THE

SOUTH 7.5 FEET OF LOT 21, BLOCK 7; ALL LOTS AND BLOCKS BEING LOCATED WITHIN THE OAKWOOD ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

The applicant has been approved to redevelop the majority of the lots located within the Oakwood Addition subdivision. This subdivision was never fully developed, with approximately 90% of the lots in this subdivision being left vacant. Water, sewer, storm sewer and roads were constructed at the time, but the streets were not built to City of Bartlesville standards and were not accepted. Unused portions of water and sewer lines are so old and unused, that improvements to those systems have been required of the developer along with reconstruction of the streets to bring them into compliance with City standards. As part of this process, the developer, Arcadian Housing, has proposed to construct residential houses that are somewhat larger than what was originally planned for this subdivision. They have requested reducing some of the existing utility easements from 7.5' wide to 5' wide to make room for their proposed houses.

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 the easements.
2. Utility Companies: Staff has received no objections from ONG, PSO, AT&T or Sparklight as all but AT&T do not have facilities located within the easements and therefore do not object. AT&T does have some older, unused copper lines within the easements and they have placed a work order to have them abandoned and therefore do not have any issues with the request.

III. RECOMMENDED ACTION

Staff recommends holding the public hearing and authorizing the mayor to execute the attached ordinance vacating the portions of utility easements as presented and defined in the ordinance. A public hearing notice has been placed in the *Examiner Enterprise*.

ORDINANCE NO. _____

An Ordinance to close 2.5' of each of the 7.5' Utility Easement, located in Block 2, Lots 8, 20 & 21; Block 3, Lots 10, 11, 18 & 19; Block 4, Lots 6, 7, 10 & 11; Block 6, Lots 2, 3, 10, 11, 16 & 17; and Block 7, Lots 21 & 22, Oak Wood 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 multiple utility easements 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 May 6, 2024, where all viewpoints were considered; and

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

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

The following described portions of utility easements, described to wit:

UTILITY EASEMENTS LOCATED IN BLOCK 2, LOTS 8, 20 & 21; BLOCK 3, LOTS 10, 11, 18 & 19; BLOCK 4, LOTS 6, 7, 10 & 11; BLOCK 6, LOTS 2, 3, 10, 11, 16 & 17; AND BLOCK 7, LOTS 21 & 22, OAK WOOD ADDITION, (LOCATED IN OAK PARK VILLAGE) BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA; SAID CLOSURE REDUCING EACH 7.5' EASEMENT TO 5'. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE EAST 2.5 FEET OF THE WEST 7.5 FEET OF LOTS 8 AND 21, BLOCK 2; THE WEST 2.5 FEET OF THE EAST 7.5 FEET OF LOT 20, BLOCK 2; THE EAST 2.5 FEET OF THE WEST 7.5 FEET OF LOTS 10 AND 19, BLOCK 3; THE WEST 2.5 FEET OF THE EAST 7.5 FEET OF LOTS 11 AND 18, BLOCK 3; THE EAST 2.5 FEET OF THE WEST 7.5 FEET OF LOTS 6 AND 10, BLOCK 4; THE WEST 2.5 FEET OF THE EAST 7.5 FEET OF LOTS 7 AND 11, BLOCK 4; THE SOUTH 2.5 FEET OF THE NORTH 7.5 FEET OF LOTS 2, 10 AND 16, BLOCK 6; THE NORTH 2.5 FEET OF THE SOUTH 7.5 FEET OF LOTS 3, 11 AND 17, BLOCK 6; THE SOUTH 2.5 FEET OF THE NORTH 7.5 FEET OF LOT 22, BLOCK 7; THE NORTH 2.5 FEET OF THE SOUTH 7.5 FEET OF LOT 21, BLOCK 7; ALL LOTS AND BLOCKS BEING LOCATED WITHIN THE OAKWOOD ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

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

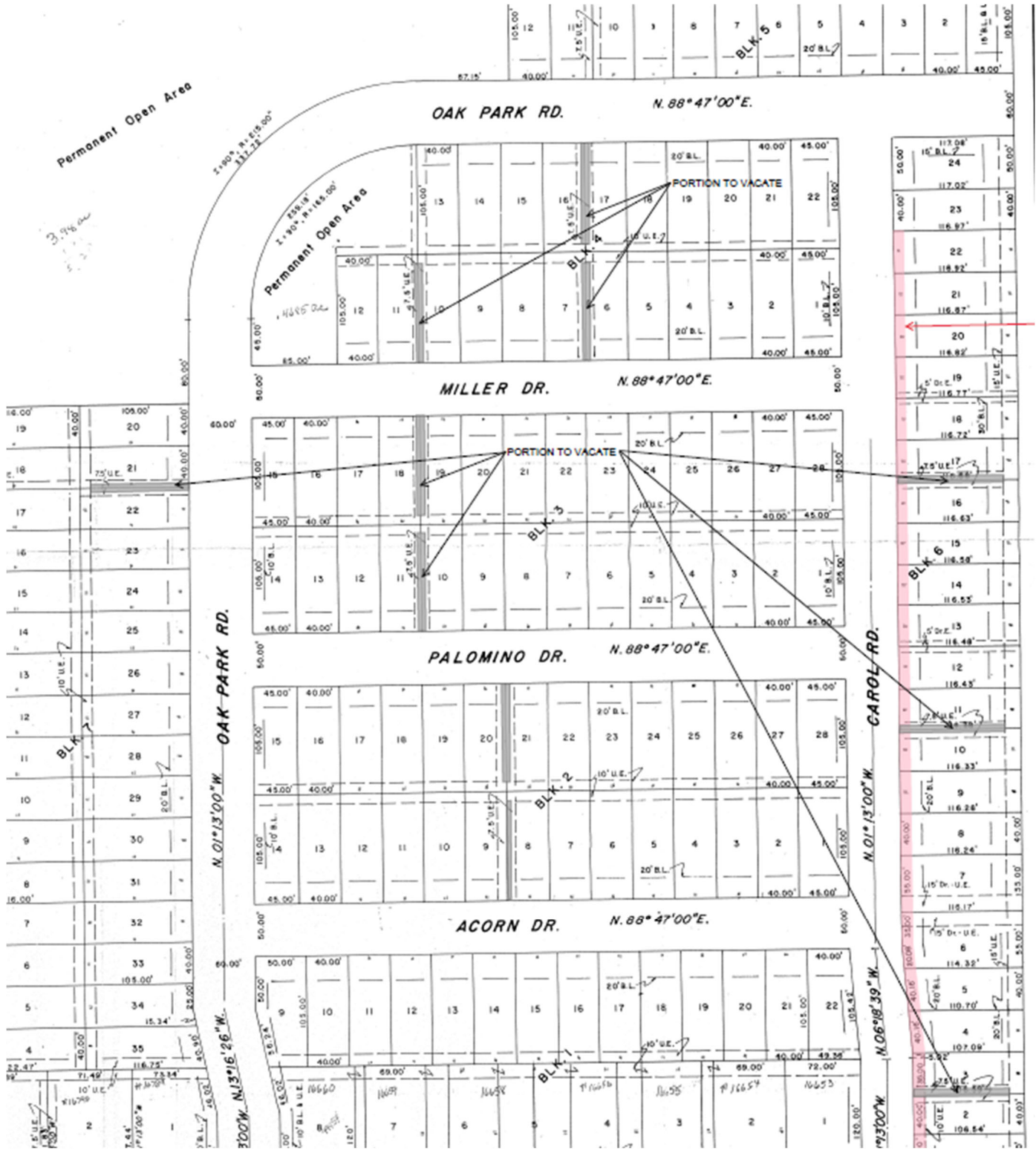
PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 6th day of May, 2024.

Dale Copeland, Mayor

ATTEST:

City Clerk
(SEAL)

EXHIBIT A



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Public hearing and possible action on a Resolution adopting the City of Bartlesville Budget for Fiscal Year 2024-2025 and establishing budget amendment authority, authorizing the cancellation of encumbrances which are not due and payable as of June 30, 2024, and re-appropriating amounts of cancelled encumbrances to the same fund and department for Fiscal Years 2024-2025.

Attachments:

Resolution adopting the budget for FY 2024-25 as discussed at the budget workshop

Resolution adopting the budget for FY 2024-25 retaining 2 prior funded positions

Budget adoption and public hearing Power Point

II. STAFF COMMENTS AND ANALYSIS

There are two resolutions drafted, one of them contains the data from the workshop meeting, while the other contains data funding 2 Patrol positions that were exchanged for dispatch positions. As presented at the workshop meeting the General Fund had a contingency balance of \$159K. The cost of these two additional positions will be \$149K, so there was budgetary capacity to absorb the additional cost.

III. BUDGET IMPACT

Budgetary impact is an additional \$149,000 for resolution B as opposed to Resolution A.

IV. RECOMMENDED ACTION

Staff recommends either of the two resolutions adopting the 2024-25 Operating Budget at councils will.

CITY BUDGET

PUBLIC HEARING

FY 2024-25

BUDGET PREPARATION SCHEDULE

<u>TARGET DATE</u>	<u>ACTIVITY</u>
March 8	Distribute Budget Preparation Packets to Directors
March 8	Directors verify personnel and line estimates
March 8 – March 18	Directors prepare budget requests and submit to Finance Director
March 25 – 27	Directors Budget Meetings with City Manager
April 10	Submit Proposed Budget to City Council
April 15	City Council Consideration of Budget
April 23	Publish Budget Summary and Notice of Public Hearing (actual publish date will be Sunday, April 28)
May 6	Public Hearing on Budget and Budget Adoption (Legal Deadline is June 24)
June 30	Budget published and filed with State Auditor and City Clerk
July 1	New fiscal year begins

CHANGES SINCE WORKSHOP

Retaining 2 Patrol positions	\$ 148,914
Proshop roof	50,000
Total allocation	<u>\$ 198,914</u>

BUDGET RECAP

Revenue:

- Sales tax
 - Budget conservatively estimated based on 2024 Actuals with a 1.5% reduction applied
 - This equates to a \$450K reduction from actuals collected in FY 2024
- ARPA
 - The City will utilize \$500 thousand transfer as initially outlined in the ARPA plan
- Use Tax
 - The City has chosen the conservative budget amount of \$4.5 million which is 5% reduction applied
 - This equates to a \$250K reduction from actuals collected in 2024
- Utility rates effective July 1, 2024
 - Continuing the rate study effective for FY 2025
 - Estimated 5.2% rate increase for average residential customer in the third year of implementation

Personnel:

- A 6% COLA to be given to all employees
- A 2.5% Merit given to all eligible employees
- Addition of a net 3 FTE's possibly 5 net FTE's dependent on councils Resolution approval

BUDGET ADOPTION RESOLUTION

Section 1. – adopts the budgeted amounts included in the document

- Sets the legal level of control at department within a fund

Section 2. – sets budget amendment authority for the City Manager during the year

- City Manager can adjust budgets within a fund (cannot alter reserves)

Section 3. – sets budget amendment authority for the City Council during the year

- City Council can increase budgets, transfers between funds, and alter reserves

Section 4. – re-appropriates all encumbrances that remain open at fiscal year end

- Re-encumbers all open purchase orders and increases budget to match the offset expense

PUBLIC HEARING

Public hearing required for budgets adopted in accordance with the “Municipal Budget Act”

- BMA is formed under Title 60 as a Public Trust and does not require a public hearing
- City of Bartlesville’s budget is adopted in accordance with the “Municipal Budget Act” and a public hearing is required

RESOLUTION _____

A RESOLUTION ADOPTING THE BUDGET FOR THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2024-25 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY, AUTHORIZING THE CANCELLATION OF ENCUMBRANCES WHICH ARE NOT DUE AND PAYABLE AS OF JUNE 30, 2024, AND REAPPROPRIATING AMOUNTS OF CANCELLED ENCUMBRANCES TO THE SAME FUND AND DEPARTMENT FOR FISCAL YEARS 2024-25.

WHEREAS, the City of Bartlesville, Oklahoma has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the City Manager has prepared a budget for the fiscal year ending June 30, 2025 consistent with the Act; and

WHEREAS, the Act in Section 17-215 provides for the chief executive officer of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and

WHEREAS, the budget has been formally presented to the Bartlesville City Council at least thirty (30) days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the Bartlesville City Council has conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

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

Section 1. The City Council of the City Bartlesville does hereby adopt the FY 2024-25 Budget on the 6th day of May 2024 with total resources available in the amount of \$158,795,604 and total fund/departmental expenditure and reserve appropriations in the amount of \$142,697,173. Legal appropriations (spending/encumbering limits) are hereby established as follows:

FUND & DEPARTMENT	APPROPRIATION AMOUNT
-------------------	-------------------------

GENERAL FUND

General Fund:

City Council	\$ 22,660
Administration	1,456,800
Accounting and Finance	2,041,416
Legal	266,829
Building & Neighborhood Service	1,048,315
Building Maintenance	549,356
General Services	959,650
Cemetery	16,860
Community Development	687,965
Technical Services	1,491,757
Engineering	1,009,762
Fleet Maintenance	543,183
Fire	8,241,858
Police	9,982,557
Street	2,180,609
Library	1,814,914
History Museum	248,743
Park and Recreation	1,756,898
Transfers Out	4,787,466
Reserves	1,374,200
Total General Fund	\$ 40,481,798

SPECIAL REVENUE FUNDS

Economic Development Fund:

Economic Development	\$ 5,708,341
----------------------	--------------

E-911 Fund:

Emergency Dispatch	\$ 1,487,474
Reserves	27,620
Total E-911 Fund	\$ 1,515,094

Special Library Fund:

Library	\$ 202,000
---------	------------

Special Museum Fund:

Museum	\$ 25,100
--------	-----------

Municipal Airport Fund:

Airport	\$ 7,598
---------	----------

Harshfield Library Donation Fund:

Library	\$ 375,860
---------	------------

Restricted Revenue Fund:

General Services	\$ 87,276
Cemetery	27,892
Community Development	3,168
Fire	1,284
Police	77,655
Park and Recreation	2,676
Swimming Pools	93,980
Stadium	12,331
Total Restricted Donations	\$ 306,262

Golf Course Memorial Fund:

Municipal Golf Course	\$ 21,528
-----------------------	-----------

JAG Fund:

Police	\$ 14,804
--------	-----------

CDBG-COVID Fund:

General Services	\$ 485,000
------------------	------------

ARPA Fund:

Transfer to General	\$ 500,000
---------------------	------------

Neighborhood Park Fund:

Park and Recreation	\$ 62,723
---------------------	-----------

Cemetery Perpetual Care Fund:

Cemetery	\$ 15,009
----------	-----------

Total Special Revenue Funds	\$ 9,239,319
------------------------------------	---------------------

DEBT SERVICE FUND

Debt Service Fund:

Judgments	\$ 70,000
2014B Combined Purpose Bonds	606,800
2015 Combined Purpose Bonds	227,020
2018A Combined Purpose Bonds	1,274,450
2018C Combined Purpose Bonds	319,125
2019A Combined Purpose Bonds	245,100
2019B Combined Purpose Bonds	105,500
2021A Combined Purpose Bonds	242,000
2022 Combined Purpose Bonds	1,470,700
2023 Combined Purpose Bonds	380,075
Total Debt Service Fund	\$ 4,940,770

CAPITAL PROJECTS FUNDS**CIP - Sales Tax Fund:**

Building and Neighborhood Services	\$	100,000
General Services		498,638
Tech Services		259,500
Engineering		100,000
Police		682,360
Storm Sewer		249,500
Street		4,385,000
Park and Recreation		2,311,906
Municipal Golf Course		5,000
Unallocated		796,993
Total CIP - Sales Tax	\$	<u>9,388,897</u>

CIP - Wastewater Fund:

Wastewater Maintenance	\$	43,000
Unallocated		44,205
Total CIP - Wastewater	\$	<u>87,205</u>

CIP - Wastewater Regulatory Fund:

Transfers Out	\$	-
Unallocated		154,032
Total CIP - Wastewater Regulatory	\$	<u>584,032</u>

CIP - City Hall Fund:

General Services	\$	120,000
Unallocated		107,358
Total CIP - City Hall	\$	<u>227,358</u>

CIP - Storm Sewer Fund:

Storm Sewer	\$	<u>48,130</u>
-------------	----	---------------

2014B G.O Bond Fund

Unallocated	\$	<u>3,885</u>
-------------	----	--------------

2018B G.O Bond Fund

Storm Swere	\$	31,386
-------------	----	--------

2019A G.O Bond Fund

Park and Recreation	\$	326,564
---------------------	----	---------

2019B G.O Bond Fund

Storm Sewer	\$	300,000
Unallocated		41,460
Total 2019B G.O. Bond	\$	<u>341,460</u>

2021A G.O Bond Fund

Park and Recreation	\$	510,000
Unallocated		16,494
Total 2021A G.O. Bond	\$	<u>526,494</u>

2022 G.O Bond Fund

Street	\$	2,360,000
Park		810,750
Unallocated		53,234
Total 2022 G.O. Bond	\$	<u>3,223,984</u>

2023 G.O Bond Fund

General Services	\$	300,000
Tech Services		388,000
Fire		246,900
Street		4,175,745
Library		-
Park		501,500
Golf		700,000
Unallocated		129,239
Total 2023 G.O. Bond	\$	<u>6,441,384</u>

Total Capital Projects Funds \$ 21,238,609**ENTERPRISE FUNDS****Wastewater Operating Fund:**

Wastewater Treatment Plant	\$	3,177,550
Wastewater Maintenance		993,617
Transfers Out		1,836,183
Reserves		97,138
Total Wastewater Operating	\$	<u>6,104,488</u>

Water Operating Fund:

Water Plant	\$	4,094,740
Water Administration		465,954
Water Distribution		2,373,912
Transfers Out		2,878,743
Reserves		368,397
Total Water Operating	\$	<u>10,181,746</u>

Sanitation Operating Fund:

Sanitation	\$	3,825,601
Transfers Out		2,684,272
Reserves		140,718
Total Sanitation Operating	\$	<u>6,650,591</u>

Municipal Golf Course Fund:

Golf Course	\$	609,957
Pro Shop		655,700
Reserves		30,939
Total Municipal Golf Course	\$	<u>1,296,596</u>

Sooner Pool Fund:

Sooner Pool	\$	78,002
Reserves		1,560
Total Sooner Pool	\$	<u>79,562</u>

Frontier Pool Fund:

Frontier Pool	\$	92,382
Reserves		1,848
Total Frontier Pool	\$	<u>94,230</u>

Municipal Airport Fund:

Airport	\$	706,086
Reserves		41,528
Total Municipal Airport	\$	<u>747,614</u>

Total Enterprise Funds **\$ 25,154,827**

INTERNAL SERVICE FUNDS**Workers' Compensation Fund:**

Work Comp Claims	\$	400,000
Administration		30,000
Total Workers' Compensation	\$	<u>430,000</u>

Health Insurance Fund:

Medical Claims	\$	4,618,050
Administration Fees		913,158
Total Health Insurance	\$	<u>5,531,208</u>

Auto Collision Fund:

Auto Collision Claims	\$	<u>443,559</u>
-----------------------	----	----------------

Stabilization Reserve Fund:

General Fund Reserve	\$	9,867,042
Wastewater Fund Reserve		1,311,390
Water Fund Reserve		2,189,832
Sanitation Fund Reserve		1,407,304
Total Stabilization Reserve	\$	<u>14,775,568</u>

Capital Reserve Fund:

General	\$	3,875,000
Wastewater		5,190,000
Water		8,500,000
Sanitation		2,888,000
Total Capital Reserve	\$	<u>20,453,000</u>

Total Internal Service Funds **\$ 41,633,335**

FIDUCIARY FUNDS**Mausoleum Trust Fund:**

Mausoleum	\$	<u>8,515</u>
-----------	----	--------------

Section 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2024-25, from one department to another within a fund, without further approval by the City Council. This however should not be construed as granting authority to the City Manager to transfer appropriations from a reserve without Council approval.

Section 3. All supplemental appropriations or decreases in the total appropriations of a fund or any transfer of appropriations from a reserve shall be adopted at a meeting of the City Council.

Section 4. All encumbrances of any fund, exclusive of amounts due and payable as of June 30, 2024 are hereby cancelled and the amounts of said encumbrances are authorized to be added to the appropriations contained in the FY 2024-25 budget and the same amounts re-encumbered to be paid upon receipt of goods or services during FY 2024-25.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 6th DAY OF MAY, 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION _____

A RESOLUTION ADOPTING THE BUDGET FOR THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2024-25 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY, AUTHORIZING THE CANCELLATION OF ENCUMBRANCES WHICH ARE NOT DUE AND PAYABLE AS OF JUNE 30, 2024, AND REAPPROPRIATING AMOUNTS OF CANCELLED ENCUMBRANCES TO THE SAME FUND AND DEPARTMENT FOR FISCAL YEARS 2024-25.

WHEREAS, the City of Bartlesville, Oklahoma has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the City Manager has prepared a budget for the fiscal year ending June 30, 2025 consistent with the Act; and

WHEREAS, the Act in Section 17-215 provides for the chief executive officer of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and

WHEREAS, the budget has been formally presented to the Bartlesville City Council at least thirty (30) days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the Bartlesville City Council has conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

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

Section 1. The City Council of the City Bartlesville does hereby adopt the FY 2024-25 Budget on the 6th day of May 2024 with total resources available in the amount of \$158,795,604 and total fund/departamental expenditure and reserve appropriations in the amount of \$142,846,087. Legal appropriations (spending/encumbering limits) are hereby established as follows:

FUND & DEPARTMENT	APPROPRIATION AMOUNT
------------------------------	---------------------------------

GENERAL FUND

General Fund:

City Council	\$ 22,660
Administration	1,456,800
Accounting and Finance	2,041,416
Legal	266,829
Building & Neighborhood Service	1,048,315
Building Maintenance	549,356
General Services	959,650
Cemetery	16,860
Community Development	687,965
Technical Services	1,491,757
Engineering	1,009,762
Fleet Maintenance	543,183
Fire	8,241,858
Police	10,131,471
Street	2,180,609
Library	1,814,914
History Museum	248,743
Park and Recreation	1,756,898
Transfers Out	4,787,466
Reserves	1,374,200
Total General Fund	\$ 40,630,712

SPECIAL REVENUE FUNDS

Economic Development Fund:

Economic Development	\$ 5,708,341
----------------------	--------------

E-911 Fund:

Emergency Dispatch	\$ 1,487,474
Reserves	27,620
Total E-911 Fund	\$ 1,515,094

Special Library Fund:

Library	\$ 202,000
---------	------------

Special Museum Fund:

Museum	\$ 25,100
--------	-----------

Municipal Airport Fund:

Airport	\$ 7,598
---------	----------

Harshfield Library Donation Fund:

Library	\$ 375,860
---------	------------

Restricted Revenue Fund:

General Services	\$ 87,276
Cemetery	27,892
Community Development	3,168
Fire	1,284
Police	77,655
Park and Recreation	2,676
Swimming Pools	93,980
Stadium	12,331
Total Restricted Donations	\$ 306,262

Golf Course Memorial Fund:

Municipal Golf Course	\$ 21,528
-----------------------	-----------

JAG Fund:

Police	\$ 14,804
--------	-----------

CDBG-COVID Fund:

General Services	\$ 485,000
------------------	------------

ARPA Fund:

Transfer to General	\$ 500,000
---------------------	------------

Neighborhood Park Fund:

Park and Recreation	\$ 62,723
---------------------	-----------

Cemetery Perpetual Care Fund:

Cemetery	\$ 15,009
----------	-----------

Total Special Revenue Funds **\$ 9,239,319**

DEBT SERVICE FUND

Debt Service Fund:

Judgments	\$ 70,000
2014B Combined Purpose Bonds	606,800
2015 Combined Purpose Bonds	227,020
2018A Combined Purpose Bonds	1,274,450
2018C Combined Purpose Bonds	319,125
2019A Combined Purpose Bonds	245,100
2019B Combined Purpose Bonds	105,500
2021A Combined Purpose Bonds	242,000
2022 Combined Purpose Bonds	1,470,700
2023 Combined Purpose Bonds	380,075
Total Debt Service Fund	\$ 4,940,770

CAPITAL PROJECTS FUNDS**CIP - Sales Tax Fund:**

Building and Neighborhood Services	\$	100,000
General Services		498,638
Tech Services		259,500
Engineering		100,000
Police		682,360
Storm Sewer		249,500
Street		4,385,000
Park and Recreation		2,311,906
Municipal Golf Course		5,000
Unallocated		796,993
Total CIP - Sales Tax	\$	<u>9,388,897</u>

CIP - Wastewater Fund:

Wastewater Maintenance	\$	43,000
Unallocated		44,205
Total CIP - Wastewater	\$	<u>87,205</u>

CIP - Wastewater Regulatory Fund:

Transfers Out	\$	-
Unallocated		154,032
Total CIP - Wastewater Regulatory	\$	<u>584,032</u>

CIP - City Hall Fund:

General Services	\$	120,000
Unallocated		107,358
Total CIP - City Hall	\$	<u>227,358</u>

CIP - Storm Sewer Fund:

Storm Sewer	\$	<u>48,130</u>
-------------	----	---------------

2014B G.O Bond Fund

Unallocated	\$	<u>3,885</u>
-------------	----	--------------

2018B G.O Bond Fund

Storm Swere	\$	31,386
-------------	----	--------

2019A G.O Bond Fund

Park and Recreation	\$	326,564
---------------------	----	---------

2019B G.O Bond Fund

Storm Sewer	\$	300,000
Unallocated		41,460
Total 2019B G.O. Bond	\$	<u>341,460</u>

2021A G.O Bond Fund

Park and Recreation	\$	510,000
Unallocated		16,494
Total 2021A G.O. Bond	\$	<u>526,494</u>

2022 G.O Bond Fund

Street	\$	2,360,000
Park		810,750
Unallocated		53,234
Total 2022 G.O. Bond	\$	<u>3,223,984</u>

2023 G.O Bond Fund

General Services	\$	300,000
Tech Services		388,000
Fire		246,900
Street		4,175,745
Library		-
Park		501,500
Golf		700,000
Unallocated		129,239
Total 2023 G.O. Bond	\$	<u>6,441,384</u>

Total Capital Projects Funds **\$ 21,238,609****ENTERPRISE FUNDS****Wastewater Operating Fund:**

Wastewater Treatment Plant	\$	3,177,550
Wastewater Maintenance		993,617
Transfers Out		1,836,183
Reserves		97,138
Total Wastewater Operating	\$	<u>6,104,488</u>

Water Operating Fund:

Water Plant	\$	4,094,740
Water Administration		465,954
Water Distribution		2,373,912
Transfers Out		2,878,743
Reserves		368,397
Total Water Operating	\$	<u>10,181,746</u>

Sanitation Operating Fund:

Sanitation	\$	3,825,601
Transfers Out		2,684,272
Reserves		140,718
Total Sanitation Operating	\$	<u>6,650,591</u>

Municipal Golf Course Fund:

Golf Course	\$	609,957
Pro Shop		655,700
Reserves		30,939
Total Municipal Golf Course	\$	<u>1,296,596</u>

Sooner Pool Fund:

Sooner Pool	\$	78,002
Reserves		1,560
Total Sooner Pool	\$	<u>79,562</u>

Frontier Pool Fund:

Frontier Pool	\$	92,382
Reserves		1,848
Total Frontier Pool	\$	<u>94,230</u>

Municipal Airport Fund:

Airport	\$	706,086
Reserves		41,528
Total Municipal Airport	\$	<u>747,614</u>

Total Enterprise Funds **\$ 25,154,827**

INTERNAL SERVICE FUNDS**Workers' Compensation Fund:**

Work Comp Claims	\$	400,000
Administration		30,000
Total Workers' Compensation	\$	<u>430,000</u>

Health Insurance Fund:

Medical Claims	\$	4,618,050
Administration Fees		913,158
Total Health Insurance	\$	<u>5,531,208</u>

Auto Collision Fund:

Auto Collision Claims	\$	<u>443,559</u>
-----------------------	----	----------------

Stabilization Reserve Fund:

General Fund Reserve	\$	9,867,042
Wastewater Fund Reserve		1,311,390
Water Fund Reserve		2,189,832
Sanitation Fund Reserve		1,407,304
Total Stabilization Reserve	\$	<u>14,775,568</u>

Capital Reserve Fund:

General	\$	3,875,000
Wastewater		5,190,000
Water		8,500,000
Sanitation		2,888,000
Total Capital Reserve	\$	<u>20,453,000</u>

Total Internal Service Funds **\$ 41,633,335**

FIDUCIARY FUNDS**Mausoleum Trust Fund:**

Mausoleum	\$	<u>8,515</u>
-----------	----	--------------

Section 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2024-25, from one department to another within a fund, without further approval by the City Council. This however should not be construed as granting authority to the City Manager to transfer appropriations from a reserve without Council approval.

Section 3. All supplemental appropriations or decreases in the total appropriations of a fund or any transfer of appropriations from a reserve shall be adopted at a meeting of the City Council.

Section 4. All encumbrances of any fund, exclusive of amounts due and payable as of June 30, 2024 are hereby cancelled and the amounts of said encumbrances are authorized to be added to the appropriations contained in the FY 2024-25 budget and the same amounts re-encumbered to be paid upon receipt of goods or services during FY 2024-25.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 6th DAY OF MAY, 2024.

Mayor

ATTEST:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on the Capital Improvements Program (CIP) Budget for FY 2024-2025

Attachments:

Reference Draft FY 24-25 Capital Budget Document
Attached - Exhibits A through F

II. STAFF COMMENTS AND ANALYSIS

In August of 2020, the citizens of Bartlesville voted to extend a one-half cent sales tax to finance capital improvements for a five year period. The authorizing ordinance stated that this sales tax is to be used for the making of capital improvements, to include, but not limited to “roads and streets, drainage improvements, water improvements, sewer improvements, machinery and equipment, furniture and fixtures, rights-of-way, all real property, all construction or reconstruction of buildings, appurtenances and improvements to real property and other costs and expenses related thereto.” A specific list of improvements which is to be financed from the proceeds of this tax, to the extent funds are available is attached hereto as Exhibit A. Projects shown in green were advertised for the election and make up 70% of the anticipated revenue generated through this sales tax. While the other projects, which were approved by Council, make up the remaining 30% of the funds.

The accounting staff has identified in the FY 2024-2025 Operating Budget for the Capital Improvement Project (CIP) Sales Tax Fund a \$4,713,853 budget for new projects. Carry over projects totaling \$4,675,044 include the committed capital funding for previous fiscal year projects that have not yet been completed. Staff has compiled a list of proposed FY 2024-2025 ½ cent sales tax capital improvement projects (CIP) totaling \$3,966,860 for Council consideration. CIP carry over and proposed projects are shown in Exhibit B. Highlighted projects are priority (70%) projects. These projects have been assembled from the list of voter approved projects as shown in the original 2020 ½ cent sales tax CIP included as Exhibit A.

In addition to allocating funds from the ½ cent sales tax revenue source, proposed carry over projects are summarized for the Wastewater Fund, City Hall Fund, and Storm Sewer Fund, as well as the 2019A, 2019B, 2021A, 2022 and 2023 General Obligation Bond funds which are shown in Exhibit C. Staff is recommending proposed projects for the Wastewater Fund, Wastewater Regulatory Fund and City Hall Fund, as well as the 2018B General Obligation Bond Fund, shown in Exhibit D. Finally, staff is also recommending carry over and proposed projects for the Capital Reserve Fund which are shown in Exhibits E and F, respectively.

Changes since the workshop meeting on April 15th, 2024 are minimal. One project to replace the roof on the north end of the golf course club house was added moved from FY 25-26 of the

CIP schedule and added as a new project for FY 24-25. The original planned budget for that project was \$30,000. We have proposed \$50,000 for this project based upon quotes staff has already received for this work. This decreased the unallocated portion of the CIP budget. These changes have been reflected and highlighted in Exhibit A and Exhibit B.

III. RECOMMENDED ACTION

Staff requests Council consideration of and possible action on the proposed FY 2024-2025 Capital Improvement Budget at its regular meeting on May 6th.

EXHIBIT A

2020 CIP ELECTION - FINAL PROJECT LIST - IMPLEMENTATION SCHEDULE - UPDATED 5-1-24 - FY24-25

Description	Project Amount	Category	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	TOTAL
ESTIMATED SALES TAX COLLECTION			\$ 2,743,000.00	\$ 2,743,000.00	\$ 2,743,000.00	\$ 2,743,000.00	\$ 2,743,000.00	\$ 13,715,000.00
BUDGETED SALES TAX COLLECTION			\$ 2,910,224.00	\$ 3,095,683.00	\$ 3,330,030.00	\$ 3,330,030.00		\$ 12,665,967.00
DIFFERENCE BETWEEN ESTIMATED AND BUDGETED			\$ 167,224.00	\$ 352,683.00	\$ 587,030.00	\$ 587,030.00		\$ 1,693,967.00
OVERALL TOTAL BY YEAR			\$ 2,742,860.00	\$ 2,735,760.00	\$ 2,340,360.00	\$ 2,920,360.00	\$ 2,712,460.00	\$ 13,451,800.00
EQUIPMENT								
General Fund Vehicle Replacement - \$285k/yr	1,425,000	EQUIPMENT	285,000	277,800	285,000	285,000	285,000	
Police Emergency Vehicle Replacement (8/yr)	1,450,000	EQUIPMENT	290,000	290,000	Funded FY 22-23	290,000	290,000	
Police Emergency Vehicle Equipment/Labor (8/yr)	580,000	EQUIPMENT	116,000	116,000	Funded FY 22-23	116,000	116,000	
Tractor (2)	132,000	EQUIPMENT				Funded FY 23-24		
Body Worn Cameras (10/yr)	100,000	EQUIPMENT	20,000	20,000	20,000	20,000	20,000	
Taser Lease Purchase (55/yr)	85,300	EQUIPMENT	17,060	17,060	20,060	20,060	17,060	
Zero Turn Mowers (5)	50,000	EQUIPMENT		30,000			20,000	
Finish Mower (2)	44,000	EQUIPMENT				Funded FY 23-24		
Trim & Surround Mower	40,100	EQUIPMENT		45,974				
T-Mower	32,700	EQUIPMENT					32,700	
Deck Mower	31,100	EQUIPMENT					31,100	
Greens Mower	28,700	EQUIPMENT					28,700	
Heavy Duty Utility Vehicle	28,100	EQUIPMENT					28,100	
Rough Mower Tractor	25,700	EQUIPMENT					25,700	
24 Hour Dispatch Chairs (3/yr)	24,000	EQUIPMENT	4,800	4,800	4,800	4,800	4,800	
Brush Hog	22,000	EQUIPMENT	22,000					
Lightweight Utility Carts (2)	20,500	EQUIPMENT			20,500			
Top Dresser	15,500	EQUIPMENT		16,126				
Bunker Rake	15,500	EQUIPMENT					15,500	
2411KW 3-48 (Kubota Zero Turn Mower) FY 20-21 Capital Reserve	6,500	EQUIPMENT	FUNDED 675	-				
DR Pro 26 14.5 HP Brush Mower	3,000	EQUIPMENT		3,000				
BUILDINGS AND FACILITIES								
Annual IT Equipment Replacement (PC's, monitors, etc.)	300,000	BUILDINGS & FACILITIES	58,000	65,000	65,000	57,000	55,000	
Virtual Desktop Server Refresh (7)	160,000	BUILDINGS & FACILITIES	160,000					
City Hall Cooling Tower Replacement	126,500	BUILDINGS & FACILITIES	126,500					
Miscellaneous Building Improvements (\$25k/yr)	125,000	BUILDINGS & FACILITIES	25,000	25,000	25,000	25,000	25,000	
City-Wide Microsoft Office Upgrades	82,500	BUILDINGS & FACILITIES				82,500		
City Hall Roof Repair	70,500	BUILDINGS & FACILITIES	70,500					
Sharepoint Server	60,000	BUILDINGS & FACILITIES				60,000		
Secondary Site Server Relocation/Refresh	57,000	BUILDINGS & FACILITIES	57,000					
Upgrade City Servers (8)	45,000	BUILDINGS & FACILITIES				45,000		
City Hall Carpet Replacement	39,200	BUILDINGS & FACILITIES					39,200	
Exchange Server License and User License Upgrade (370)	35,000	BUILDINGS & FACILITIES		35,000				
Core Phone System Upgrade	35,000	BUILDINGS & FACILITIES					35,000	
Library Server Replacement (2)	30,000	BUILDINGS & FACILITIES			30,000			
Operations Server Room Upgrade	30,000	BUILDINGS & FACILITIES	30,000					
City Hall Server Room A/C Replacement/Upgrade	25,000	BUILDINGS & FACILITIES		25,000				
City-Wide Camera Update/Addition (12)	18,600	BUILDINGS & FACILITIES					18,600	
Dispatch UPS	18,000	BUILDINGS & FACILITIES					18,000	
Plan Review Tables (2)	17,000	BUILDINGS & FACILITIES					17,000	
Dispatch Radio Computers (4)	25,000	BUILDINGS & FACILITIES					25,000	
BCC Speaker Replacement	75,000	BUILDINGS & FACILITIES	75,000					
BCC Security System Replacement	78,000	BUILDINGS & FACILITIES	78,000	-				
STREETS & BRIDGES								
Street Repair/Reconstruction/Prev. Maintenance	4,500,000	STREETS & BRIDGES	587,000	1,238,000	950,000	1,000,000	725,000	
Street Repair/Reconstruction/Prev. Maintenance Discretionary	500,000	STREETS & BRIDGES					500,000	
Update Pavement Condition Model/Street Sign Assessment	100,000	STREETS & BRIDGES	100,000	-				
PARKS & RECREATION								
Downtown Landscape Improvements	800,000	PARKS & RECREATION			800,000			
Sunset Pathfinder Extension & Pedestrian Bridge	400,000	PARKS & RECREATION				700,000		
Lifecycle Replacement of Playground Wood Mulch (\$50k/yr)	250,000	PARKS & RECREATION	50,000	50,000	50,000	50,000	50,000	
Pathfinder Parkway - Maintenance/Repair	257,000	PARKS & RECREATION		257,000				
Sooner Pool Liner Epoxy Repair	200,000	PARKS & RECREATION	200,000					
Artunoff Softball/MJ Lee Parking Lot	160,000	PARKS & RECREATION	160,000					
Frontier Pool Liner Epoxy Repair	100,000	PARKS & RECREATION	100,000					
Lifecycle Replacement of Park Amenities (\$15k/yr)	75,000	PARKS & RECREATION	15,000	15,000	15,000	15,000	15,000	
Security Lighting in Parks	75,000	PARKS & RECREATION				75,000		
Replacement of Shade Structures - Sooner and Frontier Pools	60,000	PARKS & RECREATION		30,000	30,000			
Douglas Park Parking Lot	50,000	PARKS & RECREATION	50,000					
JoAllyn Lowe Turf Reestablishment	50,000	PARKS & RECREATION		50,000				
Replace Roof on North End of Pro Shop	30,000	PARKS & RECREATION				50,000	Moved to YR 4	original budget \$30k
Irrigation Control System	21,000	PARKS & RECREATION	21,000					
Oak Park Basketball Court	100,000	PARKS & RECREATION		100,000				
DRAINAGE								
Choctaw Drainage	250,000	DRAINAGE					250,000	
Drainage Materials (\$25k/yr)	125,000	DRAINAGE	25,000	25,000	25,000	25,000	25,000	

EXHIBIT B

STAFF RECOMMENDED CARRY OVER PROJECTS
1/2 CENT SALES TAX (449)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025

PROJECT NAME AND DESCRIPTION	ORIGINAL/ MODIFIED BUDGET	BUDGET TO CARRY OVER	FISCAL YEAR PROJECT APPROVED	NOTES
Equipment				
Brush Hog	\$22,000	\$22,000	2021-2022	Brush hog for Parks Department to replace existing
Zero Turn Mowers	\$30,000	\$20,000	2022-2023	Zero turn mowers for Parks Department
General Fund Vehicle Replacement	\$285,000	\$30,138	2023-2024	
Skid Steer	\$60,000	\$60,000	2023-2024	Skid steer for Street Department
Facilities				
Community Center Security System Replacement	\$78,000	\$78,000	2021-2022	
City Hall Roof Repair	\$70,500	\$70,500	2021-2022	
City Hall Cooling Tower Replacement	\$126,500	\$10,000	2021-2022	
Engineering				
Update City Wide Aerial Topography	\$57,378	\$100,000	2017-2018	Update aerial topography used for GIS maps/project design
Storm Sewer				
Drainage Materials	\$25,000	\$74,500	2021-2022	
Streets & Bridges				
Preventative Maintenance Street Projects (FY 21-22)	\$587,000	\$587,000	2021-2022	
Preventative Maintenance Street Projects (FY 22-23)	\$1,238,000	\$1,238,000	2022-2023	
Preventative Maintenance Street Projects (FY 23-24)	\$950,000	\$950,000	2023-2024	
Parks				
Pathfinder Improvements	\$150,000	\$150,000	2019-2020	Remaining funds for improvements to Pathfinder
Lifecycle replacement of playground amenities (\$15k/yr)	\$42,906	\$42,906	2021-2022	Evergreen project receives \$15k/yr
Douglass Park Parking Lot	\$50,000	\$50,000	2021-2022	Repave the existing Asphalt parking lot at Douglas Park
Pathfinder Parkway - Maintenance/Repair	\$157,000	\$157,000	2022-2023	
Jo Alyn Lowe Turf Reestablishment	\$50,000	\$40,000	2022-2023	
Oak Park Basketball Court	\$100,000	\$150,000	2022-2023	
Park Entry Signage	\$40,000	\$40,000	2023-2024	
Downtown Landscape Improvements	\$800,000	\$800,000	2023-2024	
Golf Course Greens Rebuild Design	\$250,000	\$5,000	2023-2024	Funds donated by Lyon Foundation - not included in FY23-24 budget
TOTAL		\$4,675,044		
Projects highlighted were advertised in 2020 election				

STAFF RECOMMENDED PROJECTS
1/2 CENT SALES TAX (449)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025

PROJECT NAME AND DESCRIPTION	AMOUNT REQUESTED	YEAR ESTIMATED FUNDING IN ORIGINAL 5-YEAR PLAN	NOTES
Equipment			
General Fund Vehicle Replacement (285k/yr)	\$285,000	2024-2025	Replacement of vehicles for general fund departments
Police Department Vehicles (\$290k/yr)	\$430,000	2024-2025	Replacement of vehicles for general fund departments
Police Vehicle Equipment/Labor (\$116/yr)	\$207,500	2024-2025	Replacement of vehicles for general fund departments
Body Worn Cameras (10/yr)	\$20,000	2024-2025	
Taser Lease Purchase (55/yr)	\$20,060	2024-2025	
24-Hour Dispatch Chairs (3/yr)	\$4,800	2024-2025	Yearly replacement of chairs dispatch use 24/7
Cold Planer	\$25,000	Not Included	Skid steer milling equipment for Street Department
Buildings and Facilities			
Land for Abatement Storage Building	\$100,000	Not Included	
Annual IT Equipment Replacement	\$57,000	2024-2025	
Miscellaneous Building Improvements (\$25k/yr)	\$25,000	2024-2025	
City-wide Microsoft Office Upgrades	\$82,500	2024-2025	
Sharepoint Server	\$60,000	2024-2025	
Upgrade City Servers (8)	\$45,000	2024-2025	
Wireless Upgrade (13)	\$15,000	Not Included	
Streets & Bridges			
Preventative Maintenance Street Repair (FY 24-25)	\$1,000,000	2024-2025	Annual funds for Preventative Maintenance Street Repair program
Sunset Bridge Supplemental Funding	\$525,000	Not Included	Supplement 2022 GO Bond funding to cover engineer's estimate based upon final design
Parks & Recreation			
Lifecycle Replacement of Playground Wood Mulch (\$50k/yr)	\$50,000	2024-2025	
Lifecycle Replacement of Playground Amenities (\$15k/yr)	\$15,000	2024-2025	Funds for replacement of playground equipment, water fountains, benches, etc..
Sunset Pathfinder Extension & Pestrrian Bridge	\$700,000	2024-2025	Original scheduled amount of \$400k requested to increase due to up to date engineer's estimate associated with design
Security Lighing in Parks	\$75,000	2024-2025	
Replace Roof on North End Pro Shop	\$50,000	2025-2025	Moved from year 5 to year 4 of CIP due to condition of roof
Drainage			
Drainage Materials (\$25k/yr)	\$25,000	2024-2025	Materials for Street Department personnel to make improvements to City drainage systems
Turkey Creek Clearing	\$50,000	Not Included	Funds to assist Street Department with clearing trees and debris out of Turkey Creek adjacent to Eastland
Jefferson Road Drainage Improvements	\$100,000	Not Included	Funds to contract project to increase capacity of existing storm sewer at dead end of Jefferson Road
TOTAL	\$3,966,860		

Projects highlighted were advertised in 2020 election
Projects in red text changed from workshop presentation

EXHIBIT C

**STAFF RECOMMENDED CARRY OVER PROJECTS
WASTEWATER FUND (453)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025**

PROJECT NAME AND DESCRIPTION	ORIGINAL BUDGET	BUDGET TO CARRY OVER	FISCAL YEAR PROJECT APPROVED	NOTES
Replace Polaris LS Pumps	\$6,500	\$35,000	2023-2024	
TOTAL		\$35,000		

\$87,205 is the total amount available for allocation. This fund comprises of money collected via the sanitary sewer assessment fee for new subdivisions and commercial developments, which was approved by Council in May 2001.

**STAFF RECOMMENDED CARRY OVER PROJECTS
CITY HALL FUND (455)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025**

PROJECT NAME AND DESCRIPTION	ORIGINAL BUDGET	BUDGET TO CARRY OVER	FISCAL YEAR PROJECT APPROVED	NOTES
City Hall HVAC Controls Retrofit	\$100,000	\$100,000	2023-2024	
TOTAL		\$100,000		

\$75,594 is the total amount available for allocation. This fund is comprised of money collected from the 4th floor lease of City Hall.

**STAFF RECOMMENDED CARRY OVER PROJECTS
STORM SEWER FUND (457)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025**

PROJECT NAME AND DESCRIPTION	ORIGINAL BUDGET	BUDGET TO CARRY OVER	FISCAL YEAR PROJECT APPROVED	NOTES
Storm Sewer Assessment	\$51,963	\$48,130	2022-2023	Assess condition of corrugated metal pipes within storm system

\$62,540 is the total amount available for allocation. This fund is comprised of savings from the 1997 General Obligation Bond funds that were dedicated to storm sewer system improvements as well as the continued receipt of storm water detention in-lieu fees from private development.

STAFF RECOMMENDED CARRY OVER PROJECTS
2019A BOND FUNDS (485)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025

PROJECT NAME AND DESCRIPTION	ORIGINAL BUDGET	BUDGET TO CARRY OVER	FISCAL YEAR PROJECT APPROVED	NOTES
Pathfinder Parkway Repaving	\$300,000	\$326,564	2019-2020	Funds for pavement rehabilitation along Pathfinder Parkway
TOTAL		\$326,564		
Highlighted projects are 70% designated projects listed on the 2018 Bond Election				

\$327,431 is the total amount available for allocation. This fund is from the 2019A G.O. Bond issuance, authorized by voters through the 2018 G.O. Bond election. The balance of this fund is recommended to be held as a contingency for the above listed projects and for future funding of projects.

STAFF RECOMMENDED CARRY OVER PROJECTS
2019B BOND FUNDS (486)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025

PROJECT NAME AND DESCRIPTION	ORIGINAL BUDGET	BUDGET TO CARRY OVER	FISCAL YEAR PROJECT APPROVED	NOTES
8th Street Storm Drain Rehab	\$200,570	\$300,000	2019-2020	Funds to replace existing clay tile pipe storm drain along 8th Street between Shawnee and Choctaw
TOTAL		\$300,000		
Highlighted projects are 70% designated projects listed on the 2018 Bond Election				

\$341,460 is the total amount available for allocation. This fund is from the 2019B G.O. Bond issuance, authorized by voters through the 2018 G.O. Bond election. The balance of this fund is recommended to be held as a contingency for the above listed projects and for future funding of projects.

STAFF RECOMMENDED CARRY OVER PROJECTS
2021A BOND FUNDS (487)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025

PROJECT NAME AND DESCRIPTION	ORIGINAL BUDGET	BUDGET TO CARRY OVER	FISCAL YEAR PROJECT APPROVED	NOTES
Johnstone Park Parking Lot	\$358,000	\$425,000	2021-2022	Original estimate was \$400k
Douglass Park Walkway	\$45,000	\$45,000	2021-2022	Repave trail around Douglass Park
Drinking Fountain Replacement	\$40,000	\$40,000	2021-2022	Replace drinking fountains that currently do not function at parks
TOTAL		\$510,000		
Highlighted projects are 70% designated projects listed on the 2018 Bond Election				

\$526,494 is the total amount available for allocation. This fund is from the 2021A G.O. Bond issuance, authorized by voters through the 2018 G.O. Bond election. The balance of this fund is recommended to be held as a contingency for the above listed projects and for future funding of projects.

STAFF RECOMMENDED CARRY OVER PROJECTS
2022 BOND FUNDS (488)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025

PROJECT NAME AND DESCRIPTION	ORIGINAL BUDGET	BUDGET TO CARRY OVER	FISCAL YEAR PROJECT APPROVED	NOTES
Bridge Rehabilitation - Tuxedo over Caney River	\$1,210,000	\$985,000	2022-2023	
Bridge Rehabilitation - Tuxedo Overflow	\$325,000	\$325,000	2022-2023	
Bridge Rehabilitation - Sunset over Butler Creek	\$1,000,000	\$1,000,000	2022-2023	
Crestland Concrete Rehab including Baylor Place	\$760,000	\$50,000	2022-2023	
Civitan Park Berm/Fence	\$50,000	\$15,000	2022-2023	
Johnstone Park Ring Road/Drives	\$275,000	\$275,000	2022-2023	
Sooner Park Parking Lots	\$250,000	\$143,750	2022-2023	
Sooner Park Ring Road/Access Drives	\$200,000	\$200,000	2022-2023	
Jo Allyn Lowe Parking Lots	\$85,000	\$85,000	2022-2023	
Douglass Park Shelter	\$80,000	\$80,000	2022-2023	
Lyon Park Access Drive/Parking	\$12,000	\$12,000	2022-2023	
TOTAL		\$3,170,750		
Highlighted projects are 70% designated projects listed on the 2020 Bond Election				

\$3,223,984 is the total amount available for allocation. This fund is from the 2022 G.O. Bond issuance, authorized by voters through the 2020 G.O. Bond election. The balance of this fund is recommended to be held as a contingency for the above listed projects and for future funding of projects.

STAFF RECOMMENDED CARRY OVER PROJECTS
2023 BOND FUNDS (489)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025

PROJECT NAME AND DESCRIPTION	ORIGINAL BUDGET	BUDGET TO CARRY OVER	FISCAL YEAR PROJECT APPROVED	NOTES
City Hall Window Replacement	\$300,000	\$300,000	2023-2024	
Firehouse Software Replacement	\$380,000	\$380,000	2023-2024	
Operations Server Room Generator	\$50,000	\$8,000	2023-2024	
Central Fire Station Roof Repair	\$154,500	\$154,500	2023-2024	
Station 3 & 4 Roof Replacement	\$92,400	\$92,400	2023-2024	
Yale Asphalt Rebuild	\$850,000	\$796,145	2023-2024	Design contract awarded FY 23-24
Highland Concrete Panel & Mill/Overlay	\$575,000	\$575,000	2023-2024	
Wilshire & Waverly Concrete Panel Rehab	\$550,000	\$550,000	2023-2024	
Dewey Asphalt Mill/Overlay (Adams to 16th)	\$375,000	\$375,000	2023-2024	
Indiana/Morningside/Roselawn/Katherine Overlay	\$370,000	\$270,000	2023-2024	
Oakdale Concrete Panel Rehab	\$275,000	\$275,000	2023-2024	
Southport Asphalt Mill/Overlay	\$265,000	\$265,000	2023-2024	
Madison Reconstruction (Tuxedo to Water Tower)	\$225,000	\$174,600	2023-2024	Design contract awarded FY 23-24 - funds combined with Capital Reserve for complete project
Quail Ridge Asphalt Mill/Overlay	\$250,000	\$250,000	2023-2024	
Cambridge Asphalt Mill/Overlay	\$225,000	\$225,000	2023-2024	
Braddock Asphalt Mill/Overlay	\$200,000	\$200,000	2023-2024	
Paint Striper	\$220,000	\$220,000	2023-2024	Equipment for Street Department
Basketball Courts w/ Gaga Ball Pit	\$100,000	\$100,000	2023-2024	
Sooner Park Restroom Remodel	\$80,000	\$80,000	2023-2024	
Bicycle Signage	\$40,000	\$40,000	2023-2024	
Front Mount Mowers (4)	\$100,000	\$100,000	2023-2024	
Equipment Shed	\$181,500	\$181,500	2023-2024	Equipment shed for Public Works Department
Golf Course Greens Rebuild	\$700,000	\$700,000	2023-2024	
TOTAL		\$6,312,145		
Highlighted projects are 70% designated projects listed on the 2020 Bond Election				

\$6,306,468 is the total amount available for allocation. This fund is from the 2023 G.O. Bond issuance, authorized by voters through the 2020 G.O. Bond election. The balance of this fund is recommended to be held as a contingency for the above listed projects and for future funding of projects.

EXHIBIT D

**STAFF RECOMMENDED PROJECTS
WASTEWATER FUND (453)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025**

PROJECT NAME AND DESCRIPTION	AMOUNT REQUESTED	NOTES
Replace Limstone LS Control Panel	\$8,000	
TOTAL	\$8,000	

\$87,205 is the total amount available for allocation. This fund comprises of money collected via the sanitary sewer assessment fee for new subdivisions and commercial developments, which was approved by Council in May 2001.

**STAFF RECOMMENDED PROJECTS
WASTEWATER REGULATORY FUND (454)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025**

PROJECT NAME AND DESCRIPTION	AMOUNT REQUESTED	NOTES
Replace FEB Liner at Tuxedo LS	\$250,000	
Replace Nebraska LS Generator	\$80,000	
Turkey Creek 36" Sewer Line - Evaluation/Design	\$100,000	
TOTAL	\$430,000	

\$584,032 is the total amount available for allocation. This fund is comprised of money collected via the wastewater capital investment fee from the utility bill.

**STAFF RECOMMENDED PROJECTS
CITY HALL FUND (455)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025**

PROJECT NAME AND DESCRIPTION	AMOUNT REQUESTED	NOTES
Miscellaneous Improvements to City Hall	\$20,000	
TOTAL	\$20,000	

\$277,358 is the total amount available for allocation. This fund is comprised of money collected from the 4th floor lease of City Hall.

STAFF RECOMMENDED PROJECTS

2018B BOND FUNDS (483)

CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025

PROJECT NAME AND DESCRIPTION	AMOUNT REQUESTED	NOTES
Storm Sewer Assessment	\$31,386	
TOTAL	\$31,386	

\$31,386 is the total amount available for allocation. This fund is from the 2018B G.O. Bond issuance, authorized by voters through the 2018 G.O. Bond election. The balance of this fund is recommended to be held as a contingency for the above listed projects and for future funding of projects.

EXHIBIT E

**STAFF RECOMMENDED CARRY OVER PROJECTS
CAPITAL RESERVE FUND (675)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025**

PROJECT NAME AND DESCRIPTION	ORIGINAL BUDGET	BUDGET TO CARRY OVER	FISCAL YEAR PROJECT APPROVED	NOTES
Strategic Plan Priorities	\$250,000	\$250,000	2022-2023	
Strategic Plan - Comprehensive Plan Update	\$250,000	\$10,000	2022-2023	
City Hall Restroom Remodel	\$300,000	\$267,000	2021-2022	
City Hall Lighting and Efficiency Upgrades	\$200,000	\$200,000	2021-2022	
City Hall Security Upgrades	\$351,000	\$351,000	2022-2023	
City Hall Staircase Column Rehabilitation	\$20,000	\$20,000	2021-2022	Replace concrete shroud around steel columns - existing concrete spalling
Storage Building (Fire)	\$20,000	\$19,500	2022-2023	
Thermoplastic Striper	\$15,000	\$15,000	2021-2022	Street Department
ARPA Funds for Streets	\$500,000	\$500,000	2022-2023	
ARPA Funds for Sidewalks	\$50,000	\$50,000	2022-2023	
ARPA Funds for Pathfinder	\$100,000	\$100,000	2021-2022	
Bucket Truck	\$35,000	\$35,000	2021-2022	Parks Department
Downtown Landscaping Supplemental Funding	\$300,000	\$300,000	2023-2024	
Sod Replacement	\$20,000	\$20,000	2022-2023	Golf Course
Total General Fund		\$2,137,500		
Engineering Design for WWTP	\$1,700,000	\$4,500,000	2022-2023	
Install Flow Meters	\$100,000	\$70,000	2022-2023	
Total Wastewater Plant		\$4,570,000		
Replace High Service VFD	\$400,000	\$400,000	2023-2024	
Total Water Plant		\$400,000		
Replace Truck Shed	\$225,000	\$225,000	2020-2021	
Total Water Administration		\$225,000		
1.25 Ton Truck with Flatbed Dump	\$50,000	\$50,000	2022-2023	
1.25 Ton Utility Bed Truck w/ Accessories	\$55,000	\$55,000	2023-2024	
1.25 Ton Truck with Flatbed Dump	\$50,000	\$50,000	2023-2024	
Total Water Distribution		\$155,000		
Roll Off Refuse Truck	\$175,000	\$175,000	2021-2022	
Automated Refuse Truck (5)	\$1,750,000	\$1,750,000	2023-2024	
Rear Load Refuse Truck (2)	\$375,000	\$375,000	2023-2024	
Roll Off Refuse Truck (2)	\$350,000	\$350,000	2023-2024	
2 and 3 CY Containers (36)	\$36,000	\$36,000	2023-2024	
30 CY Roll Offs (6)	\$42,000	\$42,000	2023-2024	
One Ton Truck (2)	\$90,000	\$90,000	2023-2024	
Total Sanitation		\$2,818,000		
TOTAL		\$10,305,500		

EXHIBIT F

STAFF RECOMMENDED PROPOSED PROJECTS
CAPITAL RESERVE FUND (675)
CAPITAL IMPROVEMENT PROJECT PROGRAM - FY 2024-2025

PROJECT NAME AND DESCRIPTION	PROPOSED BUDGET	FISCAL YEAR PROJECT APPROVED	NOTES
DocuWare Cloud	\$20,000	2024-2025	HR document storage
Zoning Code Update	\$180,000	2024-2025	Community Development
Subdivision Regulations Update	\$80,000	2024-2025	Community Development
Misc. Office Equipment for New Employees	\$25,000	2024-2025	
City Hall Pool Car	\$50,000	2024-2025	
Auto/Light Truck Tire Changing Machine	\$6,000	2024-2025	Garage - replaces worn out equipment
Ranger R26FLT Super Duty Truck Tire Changer	\$10,000	2024-2025	Garage - assist changing large equipment tires
Tanker/Engine - 2000 Gallon	\$700,000		
Wildland Firefighting Boots (x70)	\$21,000	2024-2025	Fire
Automatic Emergency Defibrillators	\$25,000	2024-2025	Fire - 8 units
Multi-Gas Monitors (x5)	\$7,000	2024-2025	Fire
Library Smoke Detector Replacement (x32)	\$6,000	2024-2025	
Price Fields Shade Canopy Replacement	\$30,000	2024-2025	
Sooner Splash Pad Surface Treatment	\$5,000	2024-2025	
Frontier Pool Water Slide Reconditioning	\$65,000	2024-2025	
Shipping Container for Storage	\$7,500	2024-2025	Golf Maintenance
Bedknife Grinder	\$20,000	2024-2025	Golf Maintenance
Concrete Cart Path Replacement (materials)	\$40,000	2024-2025	Golf
Golf Course Pro Shop Buyout	\$200,000	2024-2025	Golf
Golf Cart Capital Lease	\$100,000	2024-2025	Golf
Driving Range Lights & Ball Machine	\$140,000	2024-2025	Golf
Total General Fund	\$1,737,500		
Replace Crane Truck	\$200,000	2024-2025	Replace 1998 model
Total Wastewater Plant	\$200,000		
Tyler Utility Billing (33% of total)	\$70,000	2024-2025	
Sewer Line Point Repairs/Replacement (contract and materials)	\$350,000	2024-2025	
Total Wastewater Maintenance	\$420,000		
Replace Blowers (2) for Filter Backwash	\$150,000	2024-2025	
Total Water Plant	\$150,000		
Tyler Utility Billing (33% of total)	\$70,000	2024-2025	
Total Water Administration	\$70,000		
Tyler Utility Billing (33% of total)	\$70,000	2024-2025	
Total Water Sanitation	\$70,000		
New AMI System	\$7,500,000	2024-2025	
Total Water Distribution	\$7,500,000		
TOTAL	\$10,147,500		

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation of Street & Traffic Committee recommended Preventative Maintenance Street Projects for approved funding in FY's 21-22, 22-23, and 23-24, with possible action for Council recommendation.

Attachments:

- Street & Traffic Committee Project Selection List
- Street & Traffic Committee Recommended Project List

II. STAFF COMMENTS AND ANALYSIS

In August of 2020, the citizens of Bartlesville voted to extend a one-half cent sales tax to finance capital improvements for a five year period. The authorizing ordinance stated that this sales tax is to be used for the making of capital improvements, to include, but not limited to “roads and streets, drainage improvements, water improvements, sewer improvements, machinery and equipment, furniture and fixtures, rights-of-way, all real property, all construction or reconstruction of buildings, appurtenances and improvements to real property and other costs and expenses related thereto.” A specific list of improvements which is to be financed from the proceeds of this tax, included allocation of \$1,000,000 each year for preventative maintenance (PM) street projects, totaling \$5,000,000. While the actual schedule of funding each year varies for the street projects, the overall total planned over 5 years equates to the approved \$5,000,000. One of the other projects included with this extension was to hire a consultant to update the pavement condition model used to assist with selecting street projects for funding. Historically, the PM street projects are selected by the Street & Traffic Committee based upon lists of recommended projects compiled by the Engineering Department. These projects are selected based upon multiple factors, with one of the primary factors being the Pavement Condition Index (PCI) that is determined using the pavement condition model. At the time of the sales tax extension, the model was out of date, thus the inclusion of a project to update the model. Rather than selecting PM street projects based off of out-of-date information, the funds were banked until the model was updated.

The City Council approved a contract with Infrastructure Management Services (IMS) in September, 2021 to update the model. The final version of the model was completed in May, 2023. At that point Engineering staff went to work to compile a list of PM street projects to present to the Street & Traffic Committee for not only the PM street projects funded in FY's 22, 23, and 24, but also for the street projects included in the 2023 General Obligation (GO) Bond election held in October, 2023. The initial focus was on the GO Bond projects since they needed to be selected earlier in the year to facilitate the fall election. The committee was able to review and approve a list of PM projects for City Council consideration at the August 10, 2023 Street & Traffic Committee meeting. Information had also been presented to the committee prior to the selection meeting as part of the planning process for the GO Bond projects. The committee was presented with \$3,455,000 in potential PM street projects with a

budget of \$2,775,000 based upon the following funding that had been approved for the first three (3) years of the 5-year capital sales tax extension:

FY 21-22	\$587,000
FY 22-23	\$1,238,000
FY 23-24	\$950,000
Total	\$2,775,000

The projects identified for PM street projects generally consist of pavement rehabilitation applications that extend the life of pavements that are in relatively good condition. These applications include, but are not limited to the use of pavement rejuvenators and sealers, micro-surfacing, thin asphalt overlays, and crack sealing on asphalt streets, along with crack sealing and minor panel replacement or patching on concrete streets. As always, the committee took into consideration the traffic volume, street classification, and other factors and tried to spread the projects around the entire city.

The list of projects presented to the Street & Traffic Committee is included with this staff report along with the final list of projects the committee selected for City Council consideration. It should be noted that an additional \$1,000,000 of PM street funding is being recommended for Council approval as part of the FY 24-25 capital budget. Staff will be working with the Street & Traffic Committee in the coming months to identify projects for those funds and will come back to the City Council with a recommendation.

III. BUDGET IMPACT

Funds are already budgeted for the recommended projects. These funds were approved by the City Council as part of the FY 21-22, FY 22-23, and FY 23-24 capital budgets and funds have been carried over each year until projects were selected. There will be no impact to the budget other than what has previously been approved.

IV. RECOMMENDED ACTION

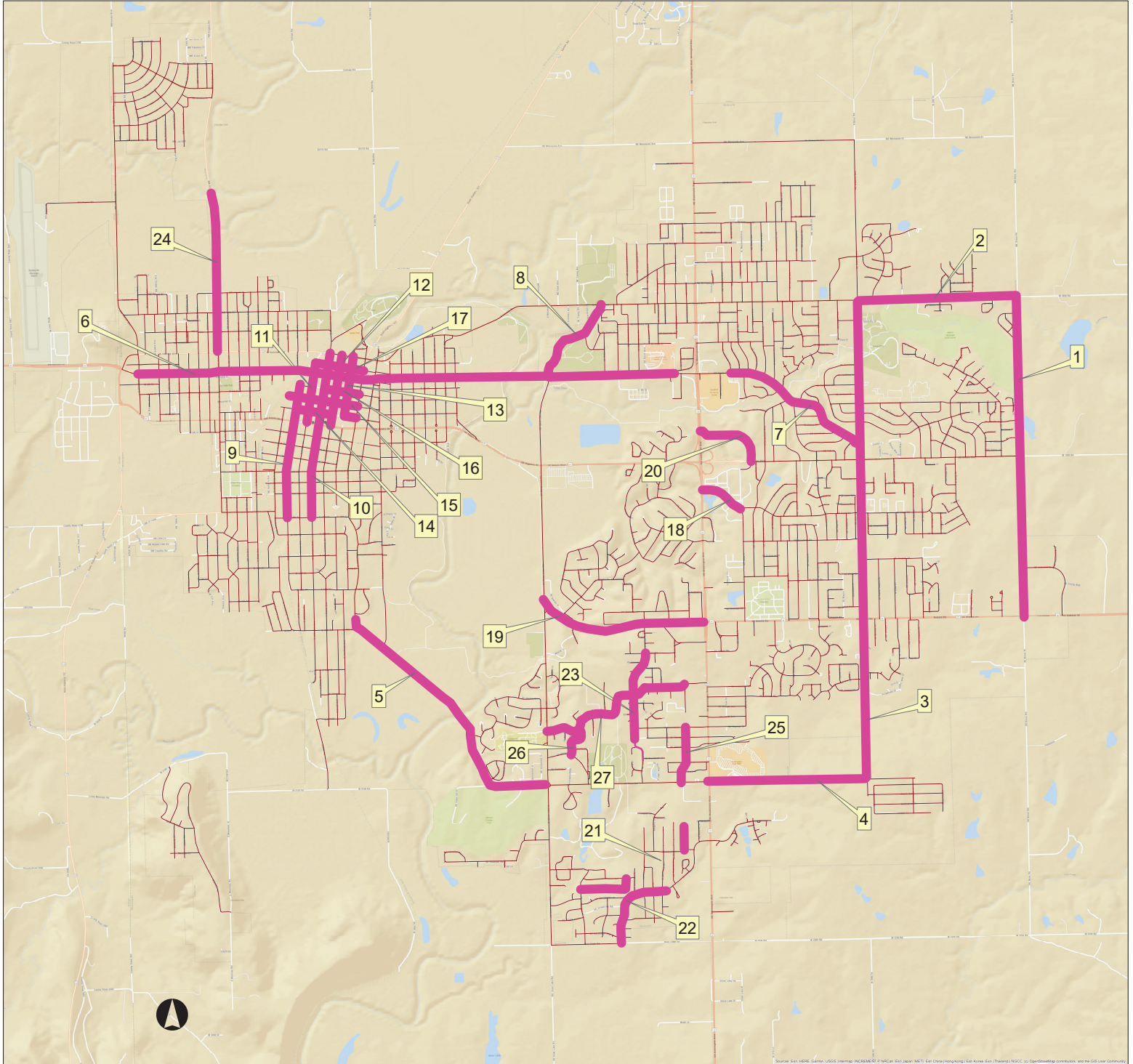
Staff requests Council consideration and approval of the Street & Traffic Committee recommended Preventative Maintenance Street Projects for Fiscal Years 21-22, 22-23, and 23-24 at its regular meeting on May 6th.

FY 23-24 PM STREETS FOR COMMITTEE REVIEW

8/10/2023

Map ID	Project Description	Cost Estimate
1	Bison Road - Tuxedo to Nowata (Microsurface/Reclamite)	\$ 200,000.00
2	Tuxedo Blvd - Madison to Bison (Microsurface/Reclamite)	\$ 150,000.00
3	Madison Blvd - Tuxedo to Price (Microsurface)	\$ 250,000.00
4	Price Road - Washington to Madison (Microsurface)	\$ 150,000.00
5	Hillcrest Drive - 20th to Silverlake (Reclamite)	\$ 180,000.00
6	Frank Phillips Blvd - Sunset to Hillside (Microsurface/Reclamite)	\$ 250,000.00
7	Frank Phillips Blvd - Avondale to Madison (Microsurface)	\$ 150,000.00
8	Silverlake Drive - Frank Phillips to Tuxedo (Microsurface)	\$ 75,000.00
9	Jennings - 4th to 15th (Microsurface/Reclamite)	\$ 100,000.00
10	Johnstone - Hensley to 14th (Microsurface/Reclamite)	\$ 110,000.00
11	Keeler - 2nd to Adams (Reclamite)	\$ 50,000.00
12	Dewey - Hensley to Adams (Reclamite)	\$ 60,000.00
13	Osage - Hensley to 6th (Incl 6th) (Reclamite)	\$ 60,000.00
14	6th Street - Jennings to Dewey (Reclamite)	\$ 30,000.00
15	5th Street - Jennings to Cherokee (Reclamite)	\$ 50,000.00
16	4th Street - Johnstone to Cherokee (Reclamite)	\$ 30,000.00
17	2nd Street - Keeler to Cherokee (Reclamite)	\$ 40,000.00
18	Green Courty Rd - Washington to Rolling Meadows (Microsurface)	\$ 40,000.00
19	Nowata Rd - Silverlake to Washington (Microsurface)	\$ 150,000.00
20	Adams Rd - Washington to Adams Blvd (Microsurface)	\$ 60,000.00
21	Huntington/Williamsburg (Reclamite)	\$ 40,000.00
22	Camelot - Montrose to Rice Creek (Microsurface)	\$ 60,000.00
23	Jefferson Place - Lincoln to Boardwalk (Microsurface)	\$ 150,000.00
24	Virginia - Hensley to Butler Creek (Edge Mill/Thin OL)	\$ 300,000.00
25	Nova - Wayside to Price - (Reclamite)	\$ 40,000.00
26	Kristin - Hill to Stonewall (Reclamite)	\$ 30,000.00
27	Stonewall - Silverlake to Nova (Microsurface)	\$ 150,000.00
28	Concrete Crack Sealing/Minor Panel Replacement (City-wide)	\$ 500,000.00
	TOTAL	\$ 3,455,000.00
	AVAILABLE BUDGET	\$ 2,775,000.00
	DIFFERENCE	\$ (680,000.00)

**FY 23-24 PM STREETS
FOR COMMITTEE REVIEW
8/10/2023**

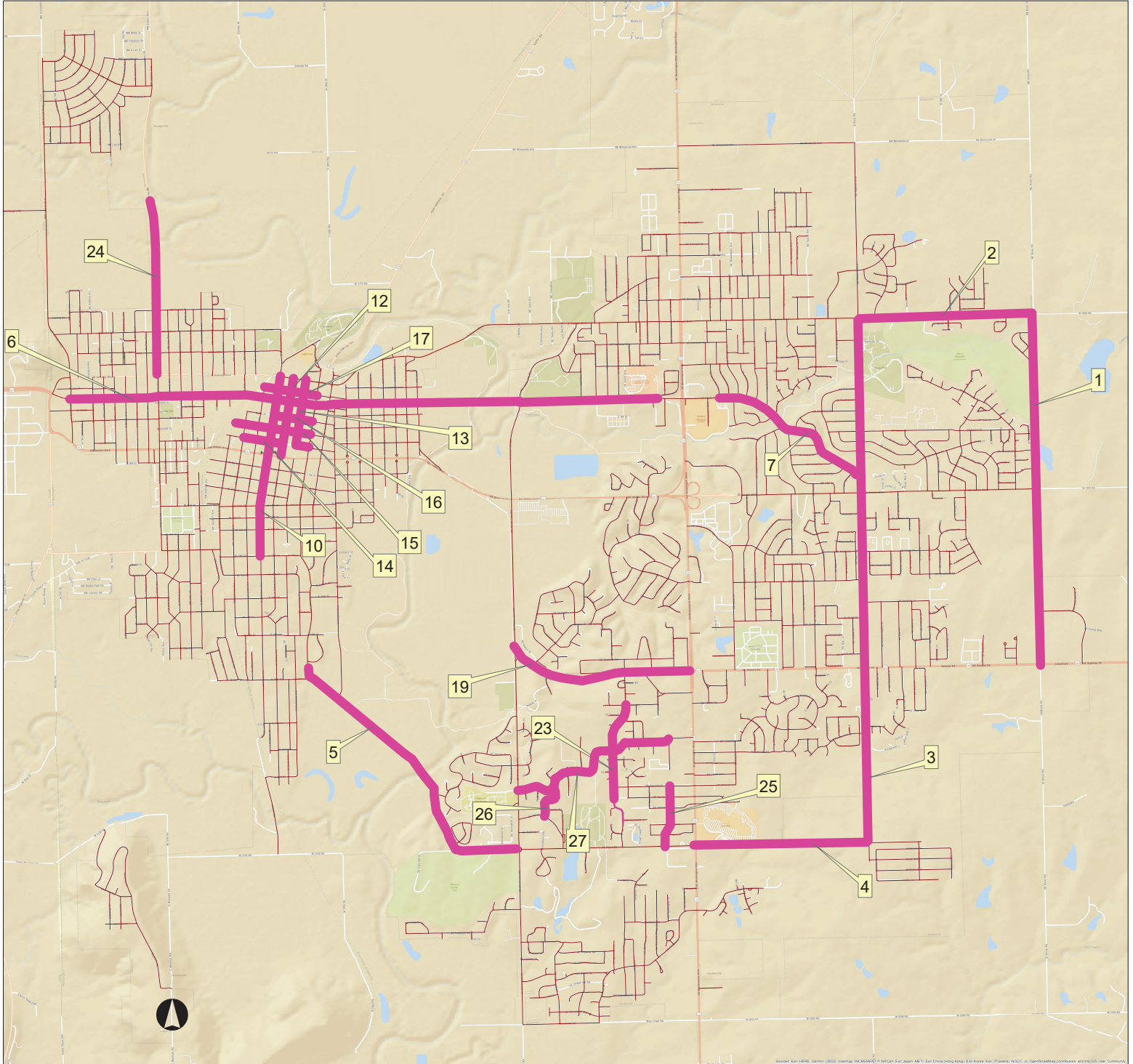


FY 23-24 PM STREETS COMMITTEE SELECTED

8/10/2023

Map ID	Project Description	Cost Estimate
1	Bison Road - Tuxedo to Nowata (Microsurface/Reclamite)	\$ 200,000.00
2	Tuxedo Blvd - Madison to Bison (Microsurface/Reclamite)	\$ 150,000.00
3	Madison Blvd - Tuxedo to Price (Microsurface)	\$ 250,000.00
4	Price Road - Washington to Madison (Microsurface)	\$ 150,000.00
5	Hillcrest Drive - 20th to Silverlake (Reclamite)	\$ 180,000.00
6	Frank Phillips Blvd - Sunset to Hillside (Microsurface/Reclamite)	\$ 250,000.00
7	Frank Phillips Blvd - Avondale to Madison (Microsurface)	\$ 150,000.00
10	Johnstone - Hensley to 14th (Microsurface/Reclamite)	\$ 110,000.00
12	Dewey - Hensley to Adams (Reclamite)	\$ 60,000.00
13	Osage - Hensley to 6th (Incl 6th) (Reclamite)	\$ 60,000.00
14	6th Street - Jennings to Dewey (Reclamite)	\$ 30,000.00
15	5th Street - Jennings to Cherokee (Reclamite)	\$ 50,000.00
16	4th Street - Johnstone to Cherokee (Reclamite)	\$ 30,000.00
17	2nd Street - Keeler to Cherokee (Reclamite)	\$ 40,000.00
19	Nowata Rd - Silverlake to Washington (Microsurface)	\$ 150,000.00
23	Jefferson Place - Lincoln to Boardwalk (Microsurface)	\$ 150,000.00
24	Virginia - Hensley to Butler Creek (Edge Mill/Thin OL)	\$ 300,000.00
28	Concrete Crack Sealing/Minor Panel Replacement (City-wide)	\$ 465,000.00
	TOTAL	\$ 2,775,000.00
	AVAILABLE BUDGET	\$ 2,775,000.00
	DIFFERENCE	\$ -

**FY 23-24 PM STREETS
COMMITTEE APPROVED
8/10/2023**



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation of staff recommended issuance schedule for 2023 General Obligation Bond projects with possible action for Council recommendation.

Attachments:

2023 G.O. Bond staff recommended schedule of issuance

II. STAFF COMMENTS AND ANALYSIS

At the July 3, 2023 regular City Council meeting, the Bartlesville City Council authorized the calling and holding of a special election for voters to consider the issuance of \$17,600,000 in General Obligation Bonds for capital improvements. The ballot included four (4) propositions:

Proposition No. 1 - \$2,412,000 for Public Safety Buildings and Facilities

Proposition No. 2 - \$696,000 for Municipal Building and Facilities

Proposition No. 3 - \$12,278,000 for Street and Bridge Projects

Proposition No. 4 - \$2,214,000 for Parks and Recreation Facilities

Voters approved all four (4) propositions at the October 10, 2023 election. Bond council have projected that the \$17,600,000 in G.O. Bond funds will be issued over four(4) years as follows:

Series 2024 - \$3,500,000

Series 2025 - \$3,250,000

Series 2026 - \$3,750,000

Series 2027 - \$7,100,000

Staff have assembled a schedule of projects to fall within the anticipated funding availability for each bond issuance. The schedule of projects is included with this staff report.

III. BUDGET IMPACT

There is no immediate budget impact with this presentation, however approval of this schedule of projects will establish the G.O. Bond project funding for the next four (4) years.

IV. RECOMMENDED ACTION

Staff requests Council consideration and approval of the 2023 G.O. Bond project issuance schedule for future allocation of funds through bond issuances.

2023 G.O. BOND ELECTION - APPROVED PROJECT LIST - IMPLEMENTATION SCHEDULE - UPDATED 5-1-2023

Description	Project Amount	Estimated COI	Amount Including COI	Category	DEPARTMENT	2024 ISSUANCE	2025 ISSUANCE	2026 ISSUANCE	2027 ISSUANCE	
Estimated Cost of Issuance (2%)						\$ 70,000.00	\$ 65,000.00	\$ 75,000.00	\$ 142,000.00	
PUBLIC SAFETY BUILDINGS AND FACILITIES										
New Fire Station #2	2,365,000	47,300	2,412,300	Public Safety Buildings & Facilities	FIRE	240,000	2,125,000			
MUNICIPAL BUILDINGS AND FACILITIES										
Core Server Upgrade (5)	631,000	12,620	643,620	Municipal Buildings & Facilities	Tech Services	631,000				
Core Server UPS Replacement (3)	53,000	1,060	54,060	Municipal Buildings & Facilities	Tech Services	53,000				
STREETS & BRIDGES										
Adams Boulevard (Adams Road to Bison Road - Mill/Overlay)	1,400,000	28,000	1,428,000	Streets & Bridges	ENGINEERING				1,400,000	
Lupa (Sunset to Seminole, Incl Margarite, Adeline, Bucy, Rogers, Kaw, Seminole, Theodore, Cudahy, Morton and Sunset) - Mill/Overlay	1,180,000	23,600	1,203,600	Streets & Bridges	ENGINEERING			1,180,000		
Rockdale (Woodland to Brookside Pkwy, Incl. Ridgewood and Dogwood Ct.) - Concrete Panel	960,000	19,200	979,200	Streets & Bridges	ENGINEERING				960,000	
Cherokee Avenue (Hensley to 14th Street) - Mill/Overlay	825,000	16,500	841,500	Streets & Bridges	ENGINEERING			825,000		
Morton (8th to Hensley, Incl. 4th, 5th, Adeline and Sunset) - Mill/Overlay	750,000	15,000	765,000	Streets & Bridges	ENGINEERING				750,000	
Harvey (Jefferson Pl to Barnett Ave, Incl. Henrietta, Gary, Barnett, Velma and Dana) - Mill/Overlay	725,000	14,500	739,500	Streets & Bridges	ENGINEERING				725,000	
Sheridan Rd (Mission to Nowata Rd, Incl. Smysor, Vista Dr, Mission Rd, Redbud Ln, Cherokee Hills Dr, Cherokee Hills Pl, and Cherokee Hills Cr) - Mill/Overlay	720,000	14,400	734,400	Streets & Bridges	ENGINEERING				720,000	
Lahoma (Spring to Palmetto) - Concrete Panel	700,000	14,000	714,000	Streets & Bridges	ENGINEERING	700,000				
Michigan (Queenstown to Elmhurst) - Asphalt Reconstruction	550,000	11,000	561,000	Streets & Bridges	ENGINEERING		550,000			
Southview (18th to 23rd, Incl. 18th and 23rd) - Mill/Overlay	530,000	10,600	540,600	Streets & Bridges	ENGINEERING				530,000	
Swan Drive (Nowata Rd to Rolling Meadows, Incl. Harned from Nowata to Bridle) - Mill/Overlay	500,000	10,000	510,000	Streets & Bridges	ENGINEERING				500,000	
Avondale (Tuxedo to Ohio, Incl. Michigan and Indiana) - Mill/Overlay	500,000	10,000	510,000	Streets & Bridges	ENGINEERING		500,000			
Parkhill Streets (Incl. Steeper Dr, Park Hill Pl, Park Hill Ln, Park Hill Lp, Chickering Ct, and Park Hill Ct) - Mill/Overlay	495,000	9,900	504,900	Streets & Bridges	ENGINEERING				495,000	
Jefferson Rd (Lincoln to Nowata, Incl. McKinley Rd, Lincoln Rd, Wilson Rd, Lincoln Pl, and Church Ct) - Mill/Overlay	445,000	8,900	453,900	Streets & Bridges	ENGINEERING			445,000		
Silver Lake Road (Rice Creek to Price Road) - Mill/Overlay	450,000	9,000	459,000	Streets & Bridges	ENGINEERING			450,000		
Spruce (Tuxedo to Melody Ln, Incl. Fleetwood, Carole Ct, Sunview Pl, Barbara Ave, and Kentucky St) - Mill/Overlay	410,000	8,200	418,200	Streets & Bridges	ENGINEERING				410,000	
Greystone (Adams Blvd to Rolling Meadows) - Concrete Panel	300,000	6,000	306,000	Streets & Bridges	ENGINEERING				300,000	
Rice Creek Rd (Silver Lake Rd to 1/2 Mile East) - Mill/Overlay	250,000	5,000	255,000	Streets & Bridges	ENGINEERING			250,000		
Valley & Denver (Shawnee to Hillcrest) - Mill/Overlay	220,000	4,400	224,400	Streets & Bridges	ENGINEERING	220,000				
Georgetown (Silver Lake Rd to Cambridge) - Mill/Overlay	125,000	2,500	127,500	Streets & Bridges	ENGINEERING			125,000		
PARKS & RECREATION										
Adams Golf Course Greens Rebuild - Phase 2	1,200,000	24,000	1,224,000	Parks & Recreation	PARKS	1,200,000				
Pathfinder Repaving	250,000	5,000	255,000	Parks & Recreation	PARKS			250,000		
Security Lighting in Parks	150,000	3,000	153,000	Parks & Recreation	PARKS			100,000	50,000	
Hudson Lake Restrooms	130,000	2,600	132,600	Parks & Recreation	PARKS				130,000	
Jo Allyn Lowe Drainage Improvements	120,000	2,400	122,400	Parks & Recreation	PARKS	120,000				
Panther Park Equipment Replacement	100,000	2,000	102,000	Parks & Recreation	PARKS	100,000				
Douglass Park Playground Shade Structure	70,000	1,400	71,400	Parks & Recreation	PARKS	70,000				
Wayfinding Signage Phase 2	100,000	2,000	102,000	Parks & Recreation	PARKS	100,000				
Jo Allyn Lowe Trail Lights	50,000	1,000	51,000	Parks & Recreation	PARKS			50,000		
TOTAL	17,254,000	345,080	17,599,080			3,504,000	3,240,000	3,750,000	7,112,000	
						AVAILABLE	3,500,000	3,250,000	3,750,000	7,100,000
						DIFFERENCE	(4,000)	10,000	-	(12,000)

BDA Operating Budget FY 2024-25

Approved by the BDA Trustees April 24, 2024

	A	B	C	D	E
	2023-24	To-date	2023-24	2024-25	
Revenue	Budget	9	Projection	BUDGET	% YoY
1 City of Bartlesville	803,750	602,812	803,749	839,749	1.04
2 Cash carryover from prior year	279,327	279,327	279,327	234,988	0.84
3 Interest	-	15,192	15,192	-	
4 Other Income	-	-	-	-	
5	1,083,077	897,340	1,098,268	1,074,737	0.99
Personnel					
6 Salaries	482,380	361,786	482,381	501,677	1.04
7 Payroll Taxes	32,212	26,574	34,275	37,016	1.15
8 Employee Benefits	98,616	77,085	102,780	108,656	1.10
9 Professional Dev.	5,000	1,725	1,725	5,000	1.00
10	618,208	467,170	621,162	652,349	1.06
Administration & Program Support					
11 Accounting & Auditing	25,000	32,447	45,000	35,000	1.40
12 Administrative Fees & Leases	24,119	18,089	24,119	25,084	1.04
13 Automobile	4,500	3,888	4,000	25,000	5.56
14 Equipment & Furniture	2,000	1,178	2,500	2,500	1.25
15 Communications	6,000	4,286	6,000	6,000	1.00
16 Dues, Fees & Subscriptions	18,000	17,787	18,000	19,000	1.06
17 Insurance	7,500	6,146	8,500	9,000	1.20
18 Repair & Maintenance	3,000	1,699	3,000	3,000	1.00
19 Legal Fees	25,000	19,590	27,000	27,000	1.08
20 Office Supplies	2,500	1,895	2,500	2,500	1.00
21 Property/Project Management	15,000	6,800	6,800	5,000	0.33
22 Office & Facility Rent	22,500	16,875	22,500	22,500	1.00
23 Special Project Reserve	100,000	-	-	75,000	0.75
24 SLV Conservation	10,000	-	-	10,000	1.00
25	265,119	130,680	169,919	266,584	1.01
Program					
26 Advertising & Marketing	75,000	42,404	60,000	60,000	0.80
27 Contingency	100,000	-	-	75,000	0.75
28 Promotional Items & Gifts	250	109	200	305	1.22
29 Prospect Visits	2,000	-	-	2,000	1.00
30 Research	10,000	6,000	5,000	6,000	0.60
31 Travel	10,000	5,183	7,000	10,000	1.00
32 Trade Shows & Events	2,500	-	-	2,500	1.00
33	199,750	53,696	72,200	155,805	0.78
TOTAL REVENUE					
34	1,083,077	897,340	1,098,268	1,074,737	0.99
TOTAL EXPENSE					
35	1,083,077	651,546	863,280	1,074,737	0.99
Revenue over Expense					
36	-	245,794	234,988	(0)	
Special Project Reserve					
38			(100,000)		
SLV Conservation					
39			(10,000)		
Contingency					
40			(100,000)		
PROJECTED Operating Surplus					
41			24,988		

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this 6th day of May, 2024, but to become effective July 1, 2024, by and between the CITY OF BARTLESVILLE, OKLAHOMA, a municipal corporation, hereinafter referred to as "CITY", and BARTLESVILLE DEVELOPMENT AUTHORITY, an Oklahoma Trust, hereinafter referred to as "BDA",

WITNESSETH:

WHEREAS BDA has been formed for the purpose of furthering economic development in the Bartlesville area and City wished to contract with BDA for such purposes and BDA also desires to enter into such an agreement with City.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged by both parties hereto, the parties hereto hereby agree as follows:

1. PURPOSE. BDA agrees to use its best efforts to further the economic development of the City of Bartlesville and its surrounding area. It will use its best efforts to promote Bartlesville as a community of excellence, known for a superior lifestyle, a diverse economic base, and a highly skilled workforce which foster the growth of tourism and business, providing quality employment opportunity for all citizens.

BDA has presented a strategic plan and a budget to fund its operational expenses for the period from July 1, 2024 through June 30, 2025, copies of which are attached hereto and incorporated herein.

2. FUNDING. City agrees to pay to BDA the sum of \$839,749 which sum shall be paid by City to BDA 1/12 of said amount by no later than the 15th day of each month starting in July 2024, and appropriates to BDA the unrestricted funds remaining with BDA on June 30, 2024 (estimated to be approximately \$234,988) to fund the attached budget starting on July 1, 2024.

All funds appropriated to BDA by City shall be used for a proper public purpose. In the event BDA shall desire to expend funds for other purposes, it shall be entitled to do so but shall be obligated to make expenditures from private funds raised and accounted for separately from public funds. On or prior to June 30th of each year, BDA agrees to submit to City its annual action program, goals, and proposed budget which will help form the basis for the amount to be appropriated by City. It being clearly understood that City is under no legal obligation to appropriate funds for another year.

3. TERM. This agreement shall expire on June 30, 2025, but it is intended that the relationship between the parties be a long-term relationship with agreements similar to this agreement, being signed by the parties on an annual basis.

4. REPORTING. BDA will report to the City Council when so requested by City regarding its financial standing and its economic development plans and all else it may deem appropriate, including any specific subject requested by City. All such reports shall be open records in accordance with the open records laws of the State of Oklahoma.

5. MEETINGS. The BDA will comply with the provisions of the Oklahoma Open Meetings Act.

6. AMENDING ARTICLES. Article VII of the First Amendment to the Trust Indenture provides a method for selecting the members of the Board of Trustees and other provisions relating to their terms. BDA agrees that this portion of its Trust Indenture not be further amended without the prior approval of the Bartlesville City Council.

7. CODE OF ETHICS. The parties agree that BDA has presented to the City Council a Code of Ethics policy which policy has been reviewed and approved by the City Council and said policy shall remain in effect during this contract period.

8. BIDDING. BDA is encouraged to institute a policy of seeking competitive bids relating to the expenditure of its funds whenever possible. It is recognized that bidding is not always possible or practical but to the extent that BDA finds it advantageous, it is encouraged to seek competitive bids. In addition, BDA will comply with the Public Competitive Bidding Act of 1974.

9. INDEPENDENT CONTRACTOR. BDA is an independent contractor to the City in connection with this agreement. The officers and employees of BDA involved in the program of this contract shall not be considered for any purposes to be the officers of City.

10. AUDIT. The parties agree that the City shall annually cause an audit by an independent auditor to be made of the records of BDA to the extent that they involve directly or indirectly the expenditure of funds appropriated to BDA by City pursuant to this agreement. The cost of such an audit shall be borne by BDA.

11. RIGHT TO SUBCONTRACT. It is understood and agreed that BDA may itself perform its obligations and duties relating to economic development or that it may subcontract certain portions of its duties and responsibilities to other parties. However, in the event that certain duties are subcontracted, BDA will remain responsible to City for the results.

12. PROHIBITION ON EMPLOYMENT. It is agreed that the Chief Executive Officer of the BDA will be only employed by and responsible to the BDA. Specifically, the Chief Executive Officer of the BDA will not also be employed by the Bartlesville Regional Chamber of Commerce or any related or similar entity.

13. EXISTING INCENTIVE CONTRACTS. In addition to its other duties, BDA shall be responsible for the monitoring of existing and future incentive agreements between City and other entities and shall report to City relative to compliance with existing contracts.

THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

CITY OF BARTLESVILLE

BY _____
Mayor

ATTEST:

City Clerk

BARTLESVILLE DEVELOPMENT AUTHORITY

By _____
President & CEO

ATTEST:

Secretary



Mission

The Mission of Visit Bartlesville is to enhance the local economy, image, and quality of life by marketing and promoting the Bartlesville area as a destination for conventions, meetings, special events, leisure travel, and film.

Strategic Vision

Bartlesville is a unique city that combines the friendliness and accessibility of a small town with a rich cultural heritage typically found in much larger municipalities. Bartlesville's history and architectural beauty make it a prime location for the cultural heritage visitor. In addition, the community's events, museums, sports tournaments, and family friendly activities position us to target a variety of leisure travelers. Visit Bartlesville is committed to providing the maximum return on investment to the City of Bartlesville and its industry partners through a highly effective program of marketing, sales, and customer service, facilitating economic growth by advocating destination development.

Focus and Measurable Goals for FY2025

1. Finance - Increase fiscal impact (hotel tax generated + sales tax generated) by Visit Bartlesville
2. Marketing - Increase group tour/meeting/conference bookings by 10%
3. Increase website hits by 25% through targeted digital marketing efforts
4. Increased attendance at area attractions with a target range of 5-15%
5. Market towards a 5% increase in Lodging Tax

Marketing Objectives

1. Enhance Bartlesville as a travel destination with continued regional marketing while also targeting the cultural heritage traveler, architecture enthusiasts, history
2. Continue to implement brand awareness in the Leisure/Sports market
3. Continued growth and support to convention/small meeting market
4. Increase awareness of Bartlesville as a film friendly destination

Our top objectives in the FY2025 marketing plan are to focus on our regional market, increase social media credibility, empower locals to share the many assets of the Bartlesville area and educate the public on the services of Visit Bartlesville. We will continue to focus on the regional attraction of the area by highlighting our proximity to locations such as Route 66, Tulsa, and Osage County. Our slide presentation will include information on visitor attendance, website analytics and social media data. In addition, Visit Bartlesville utilizes a detailed tracking tool measuring the visitor spending and economic impact of all group tours, sporting events, special events, small market meetings, and filming projects.

Bartlesville CVB

	Revenue & Expenses	FY 2024-2025 Proposed Budget
Revenue		
	City Contract	445,000
	CO-OP Advertising	6,700
	VIC Income	200
	Meetings	500
	Cash Carryover	10,764
	Total Revenue	463,164
Expenses		
	Personnel	
	7010 Salaries	159,000
	7020 Payroll Taxes	12,000
	7030 Employee Benefits	27,500
	7050 Outside Services	1,000
	Total Personnel	199,500
Administrative/Program Support		
	7100 Accounting and Auditing	8,500
	7105 Administrative Fees & Leases	6,979
	7130 Equipment and Furniture	1,550
	7140 Communications	2,300
	7150 Contingency	2,000
	7180 Dues, Fees and Subscriptions	12,000
	7185 Insurance	2,000
	7190 Repair and Maintenance	1,100
	7200 Meetings/Events	1,910
	7210 Office Supplies	200
	7270 Office and Facility Rent	17,400
	Total Admin/Program Support	55,939
Marketing Program		
	7110 Advertising and Marketing	97,000
	7220 Printing & Distribution	38,000
	7230 Grant Funding	32,000
	7240 Promotional Items	13,000
	7280 Trade Shows/ Travel	13,000
	7300 Website	1,000
	Total Marketing Program	194,000
	TTL Expense	449,439

DESTINATION MARKETING AGREEMENT

THIS AGREEMENT made and entered into this 6th day of May, 2024, but to become effective July 1, 2024, by and between the CITY OF BARTLESVILLE, OKLAHOMA, a municipal corporation, hereinafter referred to as "CITY", and VISITORS, INC., an Oklahoma Trust, hereinafter referred to as "Visit Bartlesville",

WITNESSETH:

WHEREAS VISIT BARTLESVILLE has been formed for the purpose of furthering destination marketing and tourism development in the Bartlesville area and City wished to contract with VISIT BARTLESVILLE for such purposes and VISIT BARTLESVILLE also desires to enter into such an agreement with City.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged by both parties hereto, the parties hereto hereby agree as follows:

1. PURPOSE. VISIT BARTLESVILLE agrees to use its best efforts to further the destination marketing, visitation, and tourism economic development of the City of Bartlesville and its surrounding area. It will use its best efforts to promote Bartlesville as a community of excellence, known for a superior lifestyle, a diverse economic base, and a highly skilled workforce which foster the growth of tourism and business, providing quality employment opportunity for all citizens.

VISIT BARTLESVILLE has presented a strategic plan and a budget to fund its operational expenses for the period from July 1, 2024 through June 30, 2025, copies of which are attached hereto and incorporated herein.

2. FUNDING. City agrees to pay to VISIT BARTLESVILLE the sum of \$445,000 which sum shall be paid by City to VISIT BARTLESVILLE 1/12 of said amount by no later than the 15th day of each month starting in July 2024, and appropriates to VISIT BARTLESVILLE the unrestricted funds remaining with VISIT BARTLESVILLE on June 30, 2024 to fund the attached budget starting on July 1, 2024.

VISIT BARTLESVILLE appropriation shall come from the economic development fund and the amount requested shall be based on an average of lodging tax and lodging tax equivalent (i.e. short term vacation rentals or other lodging agreement) collected for the previous three years.

All funds appropriated to VISIT BARTLESVILLE by City shall be used for a proper public purpose. In the event VISIT BARTLESVILLE shall desire to expend funds for other purposes, it shall be entitled to do so but shall be obligated to make expenditures from private funds raised and accounted for separately from public funds. On or prior to June 30th of each year, VISIT BARTLESVILLE agrees to submit to City its annual action program, goals, and proposed budget which will help form the basis for the amount to be appropriated by City. It being clearly

understood that City is under no legal obligation to appropriate funds for another year.

3. TERM. This agreement shall expire on June 30, 2025, but it is intended that the relationship between the parties be a long-term relationship with agreements similar to this agreement, being signed by the parties on an annual basis.

4. REPORTING. VISIT BARTLESVILLE will report to the City Council when so requested by City regarding its financial standing and its tourism development plans and all else it may deem appropriate, including any specific subject requested by City. All such reports shall be open records in accordance with the open records laws of the State of Oklahoma.

5. MEETINGS. The VISIT BARTLESVILLE will comply with the provisions of the Oklahoma Open Meetings Act.

6. AMENDING ARTICLES. Article VII of the First Amendment to the Trust Indenture provides a method for selecting the members of the Board of Trustees and other provisions relating to their terms. VISIT BARTLESVILLE agrees that this portion of its Trust Indenture not be further amended without the prior approval of the Bartlesville City Council.

7. CODE OF ETHICS. The parties agree that VISIT BARTLESVILLE has presented to the City Council a Code of Ethics policy which policy has been reviewed and approved by the City Council and said policy shall remain in effect during this contract period.

8. BIDDING. VISIT BARTLESVILLE is encouraged to institute a policy of seeking competitive bids relating to the expenditure of its funds whenever possible. It is recognized that bidding is not always possible or practical but to the extent that VISIT BARTLESVILLE finds it advantageous, it is encouraged to seek competitive bids. In addition, VISIT BARTLESVILLE will comply with the Public Competitive Bidding Act of 1974.

9. INDEPENDENT CONTRACTOR. VISIT BARTLESVILLE is an independent contractor to the City in connection with this agreement. The officers and employees of VISIT BARTLESVILLE involved in the program of this contract shall not be considered for any purposes to be the officers of City.

10. AUDIT. The parties agree that the City shall annually cause an audit by an independent auditor to be made of the records of VISIT BARTLESVILLE to the extent that they involve directly or indirectly the expenditure of funds appropriated to VISIT BARTLESVILLE by City pursuant to this agreement. The cost of such an audit shall be borne by VISIT BARTLESVILLE.

11. RIGHT TO SUBCONTRACT. It is understood and agreed that VISIT BARTLESVILLE may itself perform its obligations and duties relating to tourism development or that it may subcontract certain portions of its duties and responsibilities to other parties. However, in the event that certain duties are subcontracted, VISIT BARTLESVILLE will remain responsible to City for the results.

12. PROHIBITION ON EMPLOYMENT. It is agreed that the Chief Executive Officer of VISIT BARTLESVILLE will be only employed by and responsible to VISIT BARTLESVILLE. Specifically, the Chief Executive Officer of VISIT BARTLESVILLE will not also be employed by the Bartlesville Regional Chamber of Commerce or any related or similar entity.

THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

CITY OF BARTLESVILLE

BY _____
Mayor

ATTEST:

City Clerk

Visitors, Inc. dba Visit Bartlesville

By _____
President & CEO

ATTEST:

Secretary

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on the strategic direction of Adams Municipal Golf Course.

Attachments:

Golf Course Request for Proposals

II. STAFF COMMENTS AND ANALYSIS

At the City Council meeting on April 15, 2024, the strategic direction of the Adams Municipal Golf Course was discussed. It was determined that staff would gather information to develop a Request for Proposals (RFP) for a consultant/firm to conduct a comprehensive strategic review of the Adams Municipal Golf Course (ADAMS) as well as comparable golf courses to identify how these courses are managed in comparison to ADAMS.

The first task that staff would recommend is creating a steering committee. It is recommended that the steering committee be comprised of two members from City staff, two City Council members, two members from the Adams Golf Course operating committee as well as at least one subject expert. This committee will be used to provide some guidance during the review process and the final review will be presented to the steering committee to determine the recommendation. The steering committee's recommendation would ultimately be presented to the City Council for discussion and approval.

For the first option (Option #1), Council will find an RFP enclosed that staff has drafted. The scope of the RFP is included below:

- The consultant(s) will evaluate comparable facilities to determine their management structure, existing contracts/agreements of personnel and how they are compensated; the number of employees they have on the course and in the pro shop; the number of volunteers and how they are compensated; assess inventory of merchandise; assess food and beverage sales; examine course and membership fee schedules and other revenue; evaluate cart management including fees; and evaluate transfers to the golf course from the City's general fund and/or other subsidies.
- The consultant(s) will evaluate Adams Municipal Golf Course (ADAMS) to determine their management structure, existing contracts/agreements of personnel and how they are compensated; the number of employees they have on the course and in the pro shop; the number of volunteers and how they are compensated; assess inventory of merchandise; assess food and beverage sales; examine course and membership fee schedules and other revenue; evaluate cart management including fees; and evaluate transfers to the golf

course from the City's general fund and/or other subsidies.

- Conduct an analysis of all the data gathered and compile an in-depth analysis comparing the ADAMS model to comparable municipal courses.
- Submit recommendations for appropriate management structure and be prepared to present those recommendations to a steering committee and the City Council.

Another option (Option #2) that Council discussed at the April 15th meeting was to have city staff conduct the comprehensive review instead of having a consultant/firm conduct it. If staff were to complete the review the scope would remain the same as far as what would be evaluated at the comparable courses and the same process would be followed. The courses that would be used for comparison purposes for this option would include the following. Of course, this list could change based on the steering committee's recommendations.

- Lew Wentz Golf Course in Ponca City, OK
- KickingBird Golf in Edmond, OK
- Battle Creek Golf Club in Broken Arrow
- John Conrad Regional Golf Course in Midwest City, OK
- Bailey Ranch Golf Club in Owasso, OK
- Heritage Hills Golf Course in Claremore, OK

There are advantages and disadvantages to each option. Option #1 would allow for subject experts to conduct the comprehensive review which would be beneficial; however, it could be a costly endeavor that would be a lengthy process. We also run the risk of there being some bias in having a consultant complete the review as some agencies that complete these types of studies also provide management services for golf courses.

Option #2 would authorize city staff to complete the comprehensive review. The disadvantage to this option is that it wouldn't be a subject expert completing the review; however, it would be presented and guided by a steering committee with subject experts on it. While this would be a big project for city staff, it would save the city money and could be completed within three months after the project started.

III. BUDGET IMPACT

The option chosen would determine the budget impact. Option #1 would be determined after proposals are received from consultants/firms. There would be little to no budget impact with Option #2.

IV. RECOMMENDED ACTION

Staff recommends that Council take action on submitting a Request for Proposals to have a consultant/firm conduct a comprehensive review of Adams Municipal Golf Course or directing staff to complete the comprehensive review.

CITY OF BARTLESVILLE REQUEST FOR PROPOSALS

Comprehensive Strategic Review of Golf Course Management Model

**Please Submit Eleven (11) Paper
Copies and One (1) Electronic PDF by:**

**DATE
2:00PM**

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



**REQUEST FOR PROPOSALS (RFP):
COMPREHENSIVE STRATEGIC REVIEW OF GOLF COURSE MANAGEMENT MODEL**

Estimated RFP Schedule

RFP Issued:	June 3, 2024
Final Date for Questions Related to RFP:	July 15, 2024
Proposal Deadline:	July 22, 2024
Applicant Interviews:	August 5-9, 2024*
Selection of Consultant by City Council:	September 3, 2024*

**Exact dates are subject to change at the CITY's discretion*

Any interested individual may request to be on an email list to receive updates on the RFP process, including addenda to the RFP if any are issued. The City of Bartlesville may alter the RFP at any time.

Submittal Instructions

Written proposals and an electronic PDF must be received by the City of Bartlesville no later than 2PM CDT on DATE, 2024. Proposals received after this deadline will not be accepted or considered.

Send proposals to:

Jason Muninger
City Clerk
City of Bartlesville
401 S. Johnstone Ave
Bartlesville, OK 74006

Direct questions regarding the RFP to:

Laura Sanders
Assistant City Manager
(918) 338-4201
lsanders@cityofbartlesville.org

Introduction

The City of Bartlesville (CITY) is seeking proposals from consultants/firms to guide the CITY with the strategic direction of the Adams Municipal Golf Course (ADAMS) located in Bartlesville, Oklahoma. Please note that this RFP requests the services of a consultant to facilitate and complete a comprehensive strategic planning service aimed at identifying and outlining the future strategic direction of the 18-hole municipal golf course. The objective of this Request for Proposal (RFP) is to solicit proposals from experienced and knowledgeable entities capable of conducting an in-depth analysis, engaging stakeholders, and developing a model that aligns with our course's goals and objectives. The CITY is aware that there are a variety of perspectives, models, and approaches available to structure the golf course; therefore, the successful firm should be able to discern which model or model(s) will be the best fit for the Adams Municipal Golf Course. The successful firm will be required to demonstrate its ability to meet these requirements. The CITY encourages any inquiries with respect to the expectations and/or scope of work sought through this proposal by email to the CITY – Attention Laura Sanders, ljanders@cityofbartlesville.org. All inquiries will receive a response.

A consultant/firm will be selected for this project based on criteria stated in “Evaluation of Proposals”. All proposals received by 2PM CDT on DATE, 2024 will receive full consideration.

RFP Process

It is expected that one (1) consultant will be selected as a result of the RFP, although the CITY is under no obligation to award a contract as a result of the selection process. Based on the proposals received, the selection committee (comprised of CITY staff and COUNCIL member(s)) will select individuals/firms to be interviewed. As a result of those interviews the top-rated consultant will be selected for contract negotiations.

Background

Bartlesville is a unique city in northeast Oklahoma. It is located within a 30-minute drive of Oklahoma's second largest city, Tulsa. However, this city of 37,000 people does not define itself by this proximity. Instead, Bartlesville is recognized as the birth place of global energy companies (two of whom still hold significant presences in Bartlesville), high skylines, world class cultural amenities, a vibrant downtown, and excellent schools.

Adams is an 18-hole Championship Golf Course that was established in 1963. It measures 6,745 yards from the championship tees. The course meanders through the beautiful Eastern Oklahoma terrain that is interwoven with Turkey Creek. The creek has been coffer dammed to provide beautiful ponds that come into play on 12 of the 18 holes. The fairways and rough are Bermuda grass and the greens are Pen Cross Bent for a fast pace of putting. ADAMS is a valued community asset. Many fundraising events take place at ADAMS with funds in excess of \$1.5

million per year being raised.

Any additional information can be found on the CITY's and the ADAMS websites and may be reviewed by all potential firms/consultants. Additional information and supporting materials can be found at <http://www.cityofbartlesville.org/> or <http://www.adamsmunigolf.com/>

Scope of Services

As envisioned, the scope of services for this proposal will include the following components.

Visioning

1. The consultant(s) will evaluate comparable facilities to determine their management structure, existing contracts/agreements of personnel and how they are compensated; the number of employees they have on the course and in the pro shop; the number of volunteers and how they are compensated; assess inventory of merchandise; assess food and beverage sales; examine course and membership fee schedules and other revenue; evaluate cart management including fees; and evaluate transfers to the golf course from the City's general fund and/or other subsidies.
2. The consultant(s) will evaluate ADAMS to determine their management structure, existing contracts/agreements of personnel and how they are compensated; the number of employees they have on the course and in the pro shop; the number of volunteers and how they are compensated; assess inventory of merchandise; assess food and beverage sales; examine course and membership fee schedules and other revenue; evaluate cart management including fees; and evaluate transfers to the golf course from the City's general fund and/or other subsidies.
3. Conduct an analysis of all the data gathered and compile, in depth analysis comparing the ADAMS model to comparable municipal courses.
4. Submit recommendations for appropriate management structure and be prepared to present those recommendations to a steering committee and the City Council.

Proposal Submission Requirements

1. Cover letter of interest and transmittal not to exceed two pages in length.
2. Legal name of the consultant firm, address, phone, fax, and email address, year the firm was established, and type of business.
3. An organization chart indicating roles of all individuals and firms involved in this project, as appropriate. Include brief resumes for all individuals identifying their qualifications and experience. The name of the person intended to be the project coordinator for this Strategic

Plan and a list of recently completed projects relevant to the scope of this RFP.

4. A clear articulation to the firm's approach to be used in this project including a proposed schedule and description of the proposed methods of public involvement.
5. A summary of qualifications, related experience and references.
6. Proposed scope of work and, project approach and plan to accomplish the work. Describe in detail your firm's project approach and methodology in managing and implementing a project of this size and scope and experience of developing and supporting the implementation of a comprehensive strategic plan. Key elements include:
 - a. Project Understanding
 - b. Project Methodology and Deliverables
 - c. Roles & Responsibilities
 - d. Project Management
7. A minimum of three (3) examples of relevant written work related to comprehensive strategic review of golf course management model, with no less than one example prepared on behalf of a local government organization or comparable entity.
8. Fee schedule and proposed fee to accomplish the work (separate, sealed envelope marked Fee Schedule).
9. Proposals must be complete in order to be considered by the evaluation committee.

Submittals may be mailed or delivered to Jason Muninger, City Clerk, City of Bartlesville, 401 S. Johnstone Ave., Bartlesville, OK 74003. Applicants must submit ten (10) hard copies in a sealed envelope(s). The envelopes shall be clearly marked on the exterior to denote both the names of the submitting firm and the particular professional services contract for which the proposals are offered, "Comprehensive Strategic Review of Golf Course Management Model". For items 1-6 under Proposal Submission Requirements must be limited to twenty (20) pages in length. All proposals should also be submitted as computer files in PDF format. Electronic files may be transferred via email to Jason Muninger at jsmuninger@cityofbartlesville.org or provided on a portable electronic storage device. The CITY is not responsible for returning portable storage devices. Large files should be uploaded with a link to download files provided via email.

The CITY is not responsible for communication errors. Applicants are advised to call the City Clerk's office at (918) 338-4222 to confirm that a submittal has been received.

Evaluation of Proposals

The CITY's steering committee will review and evaluate all properly submitted proposals that are received on or before the deadline. The steering committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal. The steering committee shall participate in the analysis of RFPs, the interview process and the final recommendation of the selected consultant for the project. Upon successful negotiations with the selected consultant, the contract will be recommended for approval by the steering committee to the City Council for final approval.

The committee will rank proposals based on the criteria stated below:

1. Responsiveness of the Proposal to the project objectives.
2. Responding firm's experience in completing work of a similar size and scope.
3. Specific qualifications of the primary staff who will manage, supervise, and provide services, including past experience on projects of similar size and scope.
4. Public sector experience and qualifications of the firm. This includes past project experience and/or research projects conducted for recognized industry associations.
5. Proposer's project management methodology and experience.
6. Proposer's familiarity with golf course management needs of ADAMS.
7. Responses of the client references.

8. Project approach and methodology.
9. Cost of services and payment policies.
10. Such other information that may be required or secured.

City of Bartlesville Rights

The City of Bartlesville reserves the right to reject any or all proposals, make counter proposals and/or engage in negotiations with any or all firms or individuals, waive any requirements or otherwise amend this RFP, or cancel the RFP in order to achieve the CITY's goals and objectives for this project. Any changes in the status of the RFP will be brought to the attention of all parties that provide contact information for updates. The information contained in this RFP represent the CITY's best information at the time of the release of the RFP and the CITY reserves the right to modify any term or condition contained herein.

Responsibility for Proposal Preparation

Except as otherwise specifically agreed to in writing by the CITY, each consulting individual or team submitting proposals shall provide and pay for all materials, labor, transportation, charges, levies, taxes, fees or expenses incurred, including all costs to prepare a response to this RFP, travel and presentation costs, and all other services and facilities of every nature whatsoever necessary for the preparation of the RFP.

It is neither the CITY's responsibility nor practice to acknowledge receipt of any proposal as a result of the RFP process. It is the proposer's responsibility to assure that a proposal is delivered and received in a timely manner.

No Conflict of Interest

No member of the City Council, member of the evaluation committee for this RFP, and any other officer, employee or agent of the City of Bartlesville who exercises any functions or responsibilities in the selection of a proposal, shall have any personal interest, direct or indirect, in the project.

Open Records/Proprietary Information

The City of Bartlesville recognizes that in responding to this RFP, the proposer may desire to provide proprietary information in order to clarify and enhance their response. To the extent permitted by law, the City of Bartlesville will keep confidential such information.

Responders should note that the City of Bartlesville is a municipality, and as such its files are available for public review pursuant to the Title 51, Oklahoma Statutes §§24A.1-24A.24.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to adopt an ordinance permitting the use of golf carts on City streets.

Attachments:
Ordinance

II. STAFF COMMENTS AND ANALYSIS

Councilmember Roszel has expressed an interest in exploring an ordinance that permit the safe use of golf carts on city streets. He and I have discussed this a few times in the past, and I was able to obtain a few model ordinances used by other cities in Oklahoma. The attached ordinance is the result of the review of these ordinances, input from City staff, and a final review by our City Attorney.

The major impacts of this ordinance are:

- Permit golf carts to be used on city streets
- Require a valid driver's license for any operators
- Only permitted on streets with speed limits not in excess of 35mph
- Passengers must sit in the designated seating area of the cart only
- Cart must maintain a speed less than or at 20mph
- State law relating to headlamps and tail lamps must be followed if a cart is used at night
- Must be posted as a slow moving vehicle
- Carts must follow all applicable rules of the road
- Carts may only enter a State highway for the perpendicular crossing of said highway

City staff supports the implementation of this ordinance. Please schedule this for our May 6 Council meeting.

III. BUDGET IMPACT

None

IV. RECOMMENDED ACTION

Approved the attached ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 19 – TRAFFIC AND VEHICLES OF THE BARTLESVILLE MUNICIPAL CODE ADDING PROVISIONS FOR THE SAFE OPERATION OF GOLF CARTS UPON CITY STREETS AND PROVIDING FOR RENUMBERING SUBSEQUENT SECTIONS.

WHEREAS, the City Council wishes to add a new Article to Chapter 19 of the Bartlesville Municipal Code to allow and regulate the safe use of golf carts upon city streets.

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

A new Article XVII titled “Golf Carts” shall be created in Chapter 19 of the Bartlesville municipal code that shall read as follows:

1. Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - (1) *Golf cart* means a motor vehicle that:
 - i. Has no less than three wheels;
 - ii. Has a maximum speed of between 15-20 miles per hour;
 - iii. Is designed to carry not more than four persons including the driver; and
 - iv. Is manufactured primarily for operation on golf courses.
 - (2) *Insurance* means motor vehicle insurance which complies with the requirement set forth in O.S. title 36.
 - (3) *Slow moving vehicle emblem* means a sign which complies with the requirements set forth in 47 O.S. § 12-427.
2. A golf cart may be operated within the city limits, as expressly provided in this section.
 - (1) Any person operating a golf cart upon a city street must have a valid driver’s license acceptable to the State of Oklahoma.
 - (2) The individual operating the golf cart shall maintain financial responsibility for operation of such golf cart in accordance with the requirements set forth in O.S. title 36.
 - (3) Golf carts shall only be operated on city streets with a speed limit of no greater than 35 miles per hour.
 - (4) Only the number of people the golf cart is designed to seat may ride on the golf cart. Passengers must be seated at all times and shall not ride in the area designated for golf bags.

- (5) No golf cart may be operated at a speed greater than reasonable and prudent for existing conditions, or at a speed greater than 20 miles per hour.
- (6) No golf cart may be operated in a careless or reckless manner.
- (7) Golf carts must be operated to the extreme right of the roadway and must yield to all vehicular and pedestrian traffic.
- (8) Operation shall be during daylight hours only, except for those that are equipped with Department of Transportation (DOT) approved head lamps and tail lamps that are properly attached and adjusted as required by title 47 Oklahoma Statutes 12-203 Head Lamps, 47 Oklahoma Statutes 12-204 Tail Lamps, and 47 Oklahoma Statutes 12-206 Stop Lamps.
- (9) A slow-moving vehicle sign as defined in subsection (a) of this section must be posted upon said golf cart in accordance with state statutes.
- (10) Golf carts shall not be operated on or across any public or private property without the express permission of the property owner.
- (11) Golf carts may not be used for the commercial carrying of passengers or the hauling of freight.
- (12) Motorized golf cart operators must obey all traffic laws which can reasonably be applied to golf carts. However, laws dealing with motor vehicle licensing shall not apply.
- (13) Violation of this section may be enforced by the city police by any legal method prescribed by law, including, but not limited to, the following: Any person or entity violating any of the provisions of this section may be prosecuted in the same manner as misdemeanors are prosecuted and shall, upon conviction, be punished for each offense by a fine not to exceed \$500.00.
- (14) No golf cart shall be operated on any state highway except for the perpendicular crossing of a state highway located within the municipal boundaries of the city.

Subsequent articles of Chapter 19 of the Bartlesville municipal code shall be renumbered as follows:

ARTICLE XVIII. - ONE-WAY STREETS AND ALLEYS

ARTICLE XIX. - BICYCLES

ARTICLE XX. - EMERGENCY VEHICLES

ARTICLE XXI. - HAZARDOUS MATERIALS TRUCK ROUTES

ARTICLE XXII. - RAILROAD TRAINS AND CROSSINGS

ARTICLE XXIII. - SEATBELTS

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF
BARTLESVILLE THIS 6TH DAY OF MAY 2024.**

Dale Copeland, Mayor
City of Bartlesville

City Clerk
City of Bartlesville

Ward 4 Applications will be provided to the City Council at the
City Council Meeting.