



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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, August 5, 2024
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. The Invocation will be provided by Pastor Chuck McCarthy, The Bible Church.
4. Citizens to be heard.
5. City Council Announcements and Proclamations.
6. **Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Ambulance Commission
 - One opening on the Bartlesville Museum Trust Authority
 - One opening on the Bartlesville Water Resources Committee (Ward 4 Representative)
7. **Consent Docket**
 - a. **Approval of Minutes**
 - i. The Regular Meeting Minutes of July 1, 2024.
 - b. **Approval and/or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
 - i. Appointment of Mr. Tom Bucher to a three-year term to the Adams Golf Course Operating Committee at the recommendation of Councilmember Dorsey.
 - ii. Appointment of Mr. Steve Munkirs to fill an unexpired term on the City Planning Commission at the recommendation of Councilmember Schipper.
 - iii. Reappointment of Mr. Scott Hopson and Ms. Laura Wood to additional three-year terms each on the Bartlesville Library Trust Authority at the recommendation of Councilmember Roszel.
 - c. **Approval of Resolutions**
 - i. Amending the budget of the City of Bartlesville for Fiscal Year 2023-24 appropriating unanticipated revenue for the Health Insurance Fund to cover the rise in medical costs.
 - ii. Amending the budget of the City of Bartlesville for Fiscal Year 2023-24 appropriating unanticipated revenue for the Health Insurance Fund to cover unexpected specialty drug costs.
 - iii. Amending the budget for the City of Bartlesville for Fiscal Year 2024-2025 appropriating unbudgeted fund balance in the Golf Course Memorial Fund.
 - d. **Approval and/or Ratification of Agreements, Contracts, Engagement Letters, Change Orders, Addendums, Employment Agreements and Memorandums of Understanding.**

- i. Agreement for Professional Document Digitization Services with ARC Document Solutions for a digital conversion of Community Development Department files.
- ii. Engagement Agreement between the City of Bartlesville and Crawford & Associates, P.C. for audit consulting services.
- iii. Service Agreement between the City of Bartlesville and Remington Cleaning, LLC for cleaning services for the Bartlesville Police Department.
- iv. Contract between the City of Bartlesville/Bartlesville Public Library and the Oklahoma Department of Libraries to receive E-Rate Category 2 funds for improvements to technological infrastructure previously approved by City Council on March 4, 2024.
- v. Contract between the City of Bartlesville/Bartlesville Public Library and the Oklahoma Department of Libraries to receive grant funds to pay for technology upgrades.
- vi. Task Order No. 3 to the Master Services Agreement between the City of Bartlesville and Parkhill, Smith and Cooper for Airport Consulting Services.
- vii. Equipment Lease between the City of Bartlesville and the Tri-State District of Wesleyan Church, c/o Wesleyan Christian School, for up to six (6) sets of surplus bleachers to be used at the Wesleyan Christian School football field.
- viii. Agreement between the City of Bartlesville and Teesnap, LLC. to provide point of sale software and reporting services at the Adams Municipal Golf Course.
- ix. Agreement between John C. Holden and the City of Bartlesville for Code Enforcement Hearing Examiner services.
- x. Mutual Aid Agreement between Phillips 66 Research Center-Emergency Response Team (PRCERT) and the Bartlesville Fire Department (BFD) to provide additional resources through cooperation when needed for emergency incidents including those occurring on any Phillips 66 property.
- xi. Agreement between Cathy Wilson and William Thompson and the City of Bartlesville, for the voluntary demolition of a dilapidated structure on property addressed as 1311 NW Cudahy Street.
- xii. Agreement between Barbara F. Pace and the City of Bartlesville, for the voluntary demolition of dilapidated structures on property addressed as 141 NW Margarite Ave.
- xiii. Agreement between Chris Nave and Elizabeth Woods and the City of Bartlesville, for the voluntary demolition of a dilapidated structure on property addressed as 515 SE Seneca Ave.
- xiv. Agreement between Ethel Marie Alfrey and the City of Bartlesville, for the voluntary demolition of a dilapidated structure on property addressed as 1610 SW Oak Ave.
- xv. Short Form Contract with B-Town Construction to attempt to clear an obstruction in the Turkey Creek Watershed outfall pipe.

e. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report – July 2024.

f. Receipt of Bids

- i. Bid No. 2024-2025-003 Bond Park Improvements

8. **Discuss and take possible action to award Bid No. 2024-2025-003 for Bond Park Improvements. Presented by Vice Mayor Curd.**
9. **Discuss and take possible action to approve the Collective Bargaining Agreement between the City of Bartlesville and International Association of Firefighters Local 200 (the "IAFF") for Fiscal Year 2024-2025. Presented by Jess Kane, City Attorney.**
10. **Presentation and discussion of the Bartlesville Fire Department Apparatus Policy. Presented by H.C. Call, Fire Chief.**
11. **Discuss and take possible action to adopt an ordinance permitting the use of golf carts on City streets. Presented by Councilman Loren Roszel.**

12. Discuss and take possible action to accept a conveyance of 12 properties from the Washington County Treasurer's Office, such properties having not received a minimum reserve bid covering the amount of City liens on the properties, at the annual Washington County Tax Resale Auction held on June 10, 2024 and consider and take action to release the City's liens on these properties: 1) 102 SW Adeline Ave.; 2) 134 NE Chickasaw Ave.; 3) 107 SE Comanche Ave.; 4) 523 SE Comanche Ave.; 5) 1036 SW Hickory Ave.; 6) 141 NW Kaw Ave.; 7) 1040 SW Maple Ave.; 8) 1104 SW Maple Ave.; 9) 1111 SW Maple Ave.; 10) 1413 SW Oak Ave.; 11) 501 SW Penn Ave.; and 12) 204 NW Theodore Ave. Presented by Larry Curtis, Director of Community Development.
13. Discuss and take possible action to adopt an ordinance amendment to restructure the Keep Bartlesville Beautiful (KBB) committee, replacing the Community Development Director with an additional citizen member, while retaining the Community Development Director as an ex officio member. Presented by Larry Curtis, Director of Community Development.
14. Discuss and take possible action to review and approve the City Council Meeting Rules of Procedure and Code of Ethics per Article 2, Section 9 and Article 2, Section 13, respectively, of the Amended City Charter following the recent amendments to the Amended City Charter. Presented by Jess Kane, City Attorney.
15. Discuss and take possible action to approve Addendum #2 to the Disposition and Development Agreement between the City of Bartlesville, Buffalo Roam, and Bartlesville Redevelopment Trust Authority. Presented by Mike Bailey, City Manager.
16. New Business.
17. City Manager and Staff Reports.
18. City Council Comments and Inquiries.
19. 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, August 1, 2024.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

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

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

Sparklight: Channel 56

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

MINUTES OF THE REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL



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

Monday, July 1, 2024
Immediately Following the
Bartlesville Municipal Authority
Beginning at 5:30 p.m.

Vice Mayor Jim Curd, Jr.
918-338-4282

MINUTES

(The Notice of Meeting and Agenda were posted June 27, 2024 at 5:30 p.m.)

City Council present were Vice Mayor Jim Curd, Jr., Loren Roszel and Quinn Schipper. Mayor Dale Copeland and Councilor Trevor Dorsey were absent.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Laura Sanders, Assistant City Manager; Micah Siemers, Director of Engineering; Terry Lauritsen, Director of Water Utilities; Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; Alicia Shelton, Internal Financial Supervisor; Kelsey Walker, Communications and Marketing Manager; Deputy Police Chief Troy Newell; Captain Andrew Ward; Fire Chief H.C. Call; and Elaine Baner, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order at 5:40 p.m. by Vice Chairman Curd.**
- 2. Roll call was conducted and a quorum established.**
- 3. Citizens to be heard.**

There were no citizens to be heard at this meeting.

- 4. City Council Announcements and Proclamations.**
 - Recognition and presentation of awards to the graduates of the Citizens Academy 2024 Class I. City Manager Mike Bailey and Assistant City Manager Laura Sanders recognized the inaugural class as follows: Debra Cook, Shonda Crites, Dianne Crow, Hailey "Jade" Davis, Harry Deathe, Andy Dossett, Jennifer Ennis, Lonnie Gillman, Sarah Hester, Lauren McKinney, Robert McWilliams, Chenin Patton, Amos Radlinger, Ryan Reynolds, Stacie Sauber, Quinn Schipper, Barbara Shoff, Rachel Showler, Rachelle Wilson, and Russell Zora.

Ms. Sanders thanked Tri County Tech for providing transportation for the attendees to see the various departments of the City. She also thanked the applicant's families and employers for supporting their attendance to the sessions. Vice Mayor Curd and Mr. Roszel thanked City staff for a successful Academy, as well as those who attended.

- 5. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Ambulance Commission

- One opening on the Adams Municipal Golf Course Oversight Committee
- One opening on the City Planning Commission
- One opening on the Bartlesville Water Resources Committee (Ward 4 Representative)

Vice Mayor Curd 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.

6. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of June 3, 2024.

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

- i. Appointment of Ms. Caroline Casselberry to a three-year term on the Community Center Trust Authority at the recommendation of Mayor Copeland.
- ii. Ratify reappointment of Chase Allcott to the Bartlesville Development Authority Board of Trustees for a second three-year term at the recommendation of Mayor Copeland.

c. Approval of Ordinance

- i. Amend Ordinance and Joinder Agreement on the Assistant City Manager Customized Manager Option (CMO) Plan through the Oklahoma Municipal Retirement Fund.

d. Approval of Resolutions

- i. Resolution directing filing and notification of the publication of the 2024 printed supplement #31 to the City of Bartlesville Municipal Code.

e. Approval and/or Ratification of Agreements, Contracts, Engagement Letters, Change Orders, Addendums, Employment Agreements and Memorandums of Understanding.

- i. Service Agreement between the City of Bartlesville/Bartlesville Police Department and Tri County Technology Center to provide a satellite office/substation and training classroom on the east side of the City of Bartlesville, including the Police Department providing one resource office on location for Tri County Technology Center.
- ii. Lease Agreement between the City of Bartlesville/Bartlesville Police Department and Tri County Technology Center to provide a satellite office/substation and training classroom on the east side of the City of Bartlesville.
- iii. Service Agreement between the City of Bartlesville/Bartlesville Police Department and Axon Enterprise, Inc. to provide an upgrade to Police Department's current body camera system.
- iv. Janitorial Contracts between the City of Bartlesville and Simply Green Clean LLC for janitorial services for City Hall and the Public Library.
- v. Short Form Contract between the City of Bartlesville and Canady Construction to construct a new roof on the Adams Golf Course Pro Shop.
- vi. Contract between the City of Bartlesville and Brightly Software, Inc. for purchase and implementation of Asset Management Software.
- vii. Amendment #1 to the Professional service Contract between the City of Bartlesville and Murray GeoConsulting LLC for monitoring and reporting of constituents of emerging concern (CEC) for the Wastewater Treatment Plant indirect potable reuse pilot plant study.

- viii. Contract between the City of Bartlesville and B-Town Construction to install flow meters at the Hillcrest and Nebraska lift stations.
- ix. Airport Hangar Lease Agreement between the City of Bartlesville/Bartlesville Municipal Airport and Wings of Change Ministries.
- x. Amendment to the Professional Service Contract with Guy Engineering Services, Inc. for design services on the Tuxedo Boulevard Bridges over the Caney River and Overflow/Pond Rehabilitation and Repair Project.
- xi. Memorandum of Understanding between the City of Bartlesville and Fraternal Order of Police, Lodge 117, for FY 2023-25, to change stipend payments to an hourly rate instead of monthly rates.
- xii. Memorandum of Understanding between the City of Bartlesville and the Fraternal Order of Police, Lodge 117, for FY 2023-2025, adding the City's Employee Performance and Recognition Program in to the collective bargaining agreement, effective July 1 of each year as incorporated as part of the agreement.
- xiii. Agreement between the City of Bartlesville and Wilson Psychological Associates, PLLC, to provide biannual "Wellness Visits" for police officers, E911 dispatchers, and peer support team members of the Bartlesville Police Department.
- xiv. Employment Agreement between Jason Dochney and the City of Bartlesville to provide interim leadership at Adams Municipal Golf Course.
- xv. Request approval for video depiction displaying all likenesses, images, property, and official personnel, from both the Bartlesville Police Department and the Bartlesville Fire Department for the purpose of honoring first responders in a musical video to the song, "Those Who Fight" by local artist Aaron Ray Vaughan.

f. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report – June 2024.

g. Receipt of Financials

- i. Interim Financials for eleven months ending May, 2024.

h. Receipt of Bids

- i. Bid No. 2024-2025-001 for Water & Wastewater Line Repair Materials
- ii. Bid No. 2024-2025-002 for Water Treatment Chemicals

Vice Mayor Curd read the consent docket in its entirety. Mr. Roszel removed Item 6.e.iii. for further discussion. Mr. Schipper removed Item 6.e.xv. for further discussion.

Mr. Roszel moved to approve the consent docket except for Items 6.e.iii. and 6.e.xv., seconded by Mr. Schipper.

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

Item 6.e.iii.	Service Agreement between the City of Bartlesville/Bartlesville Police Department and Axon Enterprise, Inc. to provide an upgrade to Police Department's current body camera system.
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Mr. Roszel inquired as to the level of support that is provided by Axon and if 50 cameras would be sufficient. Deputy Police Chief Newell reported that Axon would provide round-the-clock support at no extra cost. He also reported that with the cameras that are already in place, that the 50 additional should cover all of their needs and that additional cameras

could be purchased in the future if needed. Responding to Vice Mayor Curd's inquiry, Captain Newel stated that Axon cameras provide updates not previously provided such as unlimited iCloud storage and more features.

- Item 6.e.xv. Request approval for video depiction displaying all likenesses, images, property, and official personnel, from both the Bartlesville Police Department and the Bartlesville Fire Department for the purpose of honoring first responders in a musical video to the song, "Those Who Fight" by local artist Aaron Ray Vaughan.

Mr. Schipper expressed his appreciation to Mr. Vaughan. Mr. Vaughan reported that he had provided the lyrics to the City Council and will be using local police and fire for the video. He added that he received permission from everyone in the video prior to filming. Mr. Bailey added that those appearing in the video volunteered their time and were not compensated.

Mr. Schipper moved to approve Items 6.e.iii. and xv., seconded by Mr. Roszel.

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

Before moving forward, Vice Mayor Curd asked Mr. Kane to explain voting with the reduced number of City Council at tonight's meeting. Mr. Kane stated that in order to approve any proposed ordinances, a simple quorum of three would not be legal. All three Council members must vote Aye in order for an ordinance to be adopted.

7. Discuss and take possible action to award Bid No. 2024-2025-001 for Water & Wastewater Line Repair Materials. Presented by Councilman Loren Roszel.

Mr. Roszel moved to award Bid No. 2024-2025-001 to the various vendors as highlighted within the attached bid tabulation, seconded by Mr. Schipper.

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

8. Discuss and take possible action to award Bid No. 2024-2025-002 for Water Treatment Chemicals. Presented by Councilman Loren Roszel.

Mr. Roszel moved to award Bid No. 2024-2025-002 to the various vendors as highlighted within the attached bid tabulation, seconded by Mr. Schipper.

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

9. Discuss and take possible action to approve a Resolution calling and giving notice of an upcoming election for City Council Representatives for all wards of the City of Bartlesville, Oklahoma. Presented by Jess Kane, City Attorney.

Mr. Kane reported that City Council representatives from each of the five wards of the City Council are elected every two years by only registered, qualified electors of their perspective ward. Councilmembers must be qualified electors of the City for six months prior to the time of their filing as well as be a qualified resident of his/her respective ward for six months prior to the time of their filing. They must be record free of felony convictions, be at least 25 years of age at the time of the election to office and cannot hold any position in the City government by appointment of the City manager. As a member of the City Council, they cannot hold any other public office which would constitute a conflict of interest according to State Statues. Per the Washington County Election Board, the non-partisan general elections will be held on November 4, 2024. The filing period for said election will begin at 8:00 am. Monday, August 5, 2024 ending 5:00 p.m. Wednesday, August 7, 2024.

Mr. Roszel moved to approve the Resolution as presented, seconded by Mr. Schipper.

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

10. Discuss and take possible action to approve an Agreement for Services between JJ Keegan and the City of Bartlesville on conducting a comprehensive strategic review of the Adams Municipal Golf Course management model. Presented by Vice Mayor Jim Curd.

Vice Mayor Curd introduced the item, then turned it over to Assistant City Manager Laura Sanders. Ms. Sanders reported that at the City Council meeting on May 6, 2024 the strategic direction of the Adams Municipal Golf Course was discussed. It was determined that staff would issue a Request for Proposals for a consultant/firm to potentially conduct a comprehensive strategic review of the golf course as well as comparable golf courses to identify how these courses are managed in comparison to Adams Golf Course. A steering committee was created to provide guidance. The RFPs were distributed and two firms provided proposals. The steering committee reviewed the proposals of both firms and after careful consideration, they chose to recommend JJ Keegan to the City Council. The total cost for their services is \$15,000.

A brief discussion covered how Mr. Barker and Mr. Ppool who are on the steering committee provided valuable input; how the timing provides a great opportunity to provide a well-managed golf course; how the company was researched and found to be objective and non-self-serving based on reviews from previous organizations who used their services; and how having an outside entity managing the City golf course is not the goal.

Vice Mayor Curd moved to approve the Agreement for Services between JJ Keegan and the City of Bartlesville as presented, seconded by Mr. Schipper.

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

11. Discuss and take possible action to adopt an ordinance permitting the use of golf carts on City streets. Presented by Councilman Loren Roszel.

Mr. Roszel moved to table Item 11 until there is a full Council on August 5, 2024 at the City Council Regular Meeting, seconded by Mr. Schipper.

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

12. Discuss and take possible action to adopt an ordinance to change the name of the east/west segment of Oak Park Road to Roane Road within the Oak Wood Addition. Presented by Larry R. Curtis, Director of Community Development.

Mr. Curtis stated that this item was brought forward by the Oak wood Addition developer and City staff. He reported that the housing development known as Arcadian will consist of the construction of over 100 single family residences on a majority of the lots within the Oak Wood Addition to the City of Bartlesville. As a pre-requisite to the construction of said homes, public infrastructure to serve the development must first be installed, including roads. The plat for the Oak Wood Addition to the City of Bartlesville was recorded in Washington County in 1982. It dedicated right of way and established names for streets within the subdivision. In the western and northern portion of the subdivision, an east/west and north/south segment of right of way were both given the name Oak Park Road. Modern street naming best practices generally seek to avoid giving perpendicular streets the same name to lessen confusion and improve the furnishing of police and fire protection to the residents of the city. No other existing street or right of way within the City of Bartlesville aligns with this east/west segment of Oak Park Road and this east/west segment of Oak Park Road has not yet been constructed. The developer of the Arcadian project intends to construct a portion of this east/west segment where it would connect to Virginia Ave. He supports the name change for the public safety reasons listed, and has suggested a name in honor of Billie Roane, the City Councilor that previously represented the area. It was agreed by the City Council and staff that re-naming the road to honor Ms. Roane is a wonderful gesture.

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

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

13. Discuss and take possible action to adopt an ordinance amending Appendix D- General Schedule of Fees, which establishes the fees and costs charged by the City of Bartlesville; authorizing periodic adjustment and the waiver of fees by the City Manager. Presented by Larry R. Curtis, Director of Community Development.

Mr. Curtis reported that Appendix D has not been updated since 2019. With this amendment, Chapter 6 will be added. The proposed amendment aligns with the City Council's vision for maintaining fiscal responsibility and transparency in City services. The proposed Appendix D attached to these minutes, provides a reference source for citizens and those transacting business with the City. Adjustments to the fees are necessary to ensure that the City recovers the costs and expenses associated with providing certain services. Specifically, Chapter 6 of appendix D addresses fees related to Parks and Recreation. This includes special event permits, film permits, road closure fees, and various other permits and rental fees for shelters, sports fields, and recreation facilities. The detailed breakdown of these fees ensures that the City can continue to maintain and improve its recreational amenities and services.

Discussion covered Section 2 of the ordinance regarding the City Manager's authorization with amending the verbiage, provided by City Attorney Kane, to add to the last sentence of

Section 2., “provided that such adjustment is limited to a particular event or program which serves a municipal public purpose.” Additional discussion covered how fields will be managed for practices; how a calendar of field reservations for soccer can be found on the City’s website; how if the fields are not reserved, then they can be used for practice. Mr. Bailey added that Price and Artunoff Fields are managed by 4F Sports who sublease them from the City, and would need to be notified if one of those fields were used. Mr. Curtis confirmed referring to Exhibit A of the proposed Ordinance Chapter 6, Parks and Recreation Fees, quoting, “Per Section 13-5(f), the City Council may elect to enter into a contract, lease, or agreement with any other public or private entity for the use, operation, and/or management of any park, recreational facility, open space area or part thereof.”

Mr. Roszel moved to adopt the Ordinance with the amendment to Section 2 as discussed, seconded by Mr. Schipper.

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

14. Discuss and take possible action to approve an Addendum to the Disposition and Development Agreement between the City of Bartlesville, Buffalo Roam, and Bartlesville Redevelopment Trust Authority. Presented by Mike Bailey, City Manager.

Mr. Bailey reported he will be reporting on both Item 14. and 15. together. He continued that previously the City of Bartlesville, Buffalo Roam and the Bartlesville Redevelopment Authority entered into a Disposition and Development Agreement that defined the rights and obligations of all three parties. The agreement forms the basis for the economic development transaction with Buffalo Roam. In order to close the transaction, receive title to the building, and become eligible for the City’s funding, Buffalo Roam must first obtain the financing or private equity sufficient to cover their share of the deal. Buffalo Roam has now attained approval for financing with Blue Sky Bank who has required Buffalo Roam to create a separate real estate holding company for ownership of the building. In order to do so, it is now necessary for the Council and BRTA Board to approve an addendum adding the real estate holding company, 520 S. Osage, LLC to the Disposition and Development Agreement. This addendum does not alleviate Buffalo Roam’s obligations under this agreement as it only adds 520 S. Osage, LLC as a party to Buffalo Roam’s portion of the agreement. Additionally, the Disposition and Development Agreement includes, as a requirement prior to closing, that Buffalo Roam provide a completion bond and construction bond. However, these bonds are typically only available after award of a contract. The award of contract will only occur after closing. In order to navigate this obstacle, Buffalo Roam has proposed to amend the agreement to provide that all bonds will be provided within 120 days of closing but before construction begins. He concluded that City staff and the City Attorney have reviewed the addendum, and that Jeff Smith, Buffalo Roam, is present and available to answer questions.

Discussion covered that all funding and assets will go to Buffalo Roam; that the building is the security and all City funding will go into the improvements to the building; and how the building is a significant asset to the City. Mr. Smith explained again why the Addendum and 1st Amendment were needed. All City Council members present stated their appreciation to Mr. Smith for staying committed to the project and for his ongoing efforts to bring it to fruition.

Mr. Schipper moved to adopt the Addendum as presented, seconded by Mr. Roszel.

Voting Aye:	Mr. Schipper, Mr. Roszel, Vice Mayor Curd
Voting Nay:	None

Motion: Passed

15. Discuss and take possible action to approve Amendment #1 to the Disposition and Development Agreement between the City of Bartlesville, Buffalo Roam, and Bartlesville Redevelopment Trust Authority. Presented by Mike Bailey, City Manager.

See presentation in Item 14.

Mr. Schipper moved to adopt the Amendment #1 as presented, seconded by Mr. Roszel.

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

16. Discuss and take possible action to fill the City Council liaison positions for Authorities, Boards, Commissions and Committees vacated by the passing of Ward 4 City Councilor Billie Roane. Presented by Vice Mayor Jim Curd, Jr.

Vice Mayor Curd opened discussion on the item. Mr. Schipper stated that was willing to fill each of the liaison positions that Ms. Roane held. This will include being the Council liaison to the City Planning Commission, Downtown Landscape Task Force, History Museum Trust Authority, Keep Bartlesville Beautiful, Tax Incentive District Review Committee, Tower Green Design Committee, Transportation Committee and the Water Resources Committee.

Mr. Roszel moved to approve Mr. Schipper to the vacated seats previously held by Ms. Roane, seconded by Mr. Schipper.

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

17. New Business.

There was no new business to discuss.

18. City Manager and Staff Reports.

Mr. Bailey reported on:

The success of the Airport Classic;

Pathfinder is now open after the tornado debris had been cleared;

The site for tree debris from the tornado is now closed;

He was proud of how the City employees provided great assistance to citizens immediately following and over several weeks after the May 6 tornado;

FEMA is gathering and assessing tornado damage costs of which Bartlesville is eligible for reimbursement for the tornado expenses;

The pickleball courts are nearly complete with only a section of lights left to install;

Veterans Park Memorial is also nearly complete, flags are up, and only the sign left to install. He added his appreciation to SLB (formerly Schlumberger) for providing funding for the memorial;

City offices will be closed July 4 so Thursday trash pickup will be on Wednesday, July 3;

FreedomFest will be held July 4 at Sooner Park beginning at 5 p.m.;

Reminder that fireworks are illegal inside Bartlesville City limits;

And, that the lakes are full.

19. City Council Comments and Inquiries.

Mr. Schipper acknowledged and appreciated the Police and Fire Chiefs for providing mental health services to first responders referring to Item 6.e.xiii. and the agreement with Wilson Psychological Associates, PLLC. Mr. Bailey agreed and stated that police and fire leadership through the years have provided well for their departments, and that he is proud of their leadership. Mr. Roszel also acknowledged John Beckloff with Project Tribute Foundation who also provides mental health services and life saving equipment to first responders. Mr. Schipper acknowledged Grant Mental Health as well.

20. There being no further business to address, Vice Mayor Curd adjourned the meeting at 7:33 p.m.

Jim Curd, Jr., Vice Mayor

Jason Muninger, CFO/CityClerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to appoint Mr. Tom Bucher to the Adams Golf Course Operating Committee.

Attachments:

Mr. Tom Bucher's application

II. STAFF COMMENTS AND ANALYSIS

City staff feels that Mr. Bucher will be a great asset as a committee member. He will be filling the expired term that was held by Mr. Paul Taylor. A long-time resident and avid golfer, Mr. Bucher currently serves as secretary on the Adams Men's Senior Association and has the experience needed to provide expertise on the continued growth and improvement of the golf course.

III. RECOMMENDED ACTION

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

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Monday, June 17, 2024 8:05 PM *Rec'd EB*
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

*cc: Jeff Benedict
Gary Haker
Shawn Harvey*

Please check the ones you wish to serve on:

- Adams Municipal Golf Course Committee

Name

Tom Bucher

Residential Address

112 Prairie Ridge Ct
BARTLESVILLE, OK 74006
[Map It](#)

Home Phone

(918) 914-0304

Cell Phone

(918) 914-0304

Email

tlbuche@sprynet.com

Ward Number

Ward 5

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

I've been a member of Adams Golf Club for the last 15 years or so. I also volunteer at the course on Thursday mornings to do a little extra weed eating around the hazard areas and also help with tree removal from time to time.

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

I am serving as the Financial Secretary for Redeemer Lutheran Church and have done so for the last 10 years. The 10-year period previous to that I was the President of the congregation. No real previous involvement with my civic community.

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

I would like to see the membership and play continue to grow at Adams and continually work to see it evolve into the premier public golf course in Northeast Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on the appointment of Mr. Steve Munkirs to the City Planning Commission to fill the unexpired term of Quinn Schipper.

Attachments:

Application – Steve Munkirs

II. STAFF COMMENTS AND ANALYSIS

Due to Quinn Schipper's appointment to the City Council, the nature of his service on the City Planning Commission has changed to City Council Representative rather than an appointed citizen. As a result, the remainder of his term as an appointed citizen is open. Steve Munkirs submitted an application indicating interest in serving on the City Planning Commission. He has a background in architecture and has previously served on the Bartlesville Board of Adjustment.

III. RECOMMENDED ACTION

Approve the appointment of Mr. Steve Munkirs to the City Planning Commission to fill the unexpired term of Quinn Schipper, expiring April 2026.

Elaine Banes

From: ian@bitbrilliant.com
Sent: Wednesday, June 01, 2022 5:08 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Rec'd EB

*cc: Maria Gus
Lisa Beeman
David Wood
Mayor Copeland
Vice Mayor Curd
Ms. Roane*

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Bartlesville Convention & Visitors Bureau
- Bartlesville Development Authority
- City Planning Commission
- Park Board

Name

Steve Munkirs

Address

1601 S Osage
Bartlesville, OK 74003
[Map It](#)

Cell Phone

(918) 815-2550

Email

munkirs@gmail.com

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

Master's of architecture degree, Licensed architect, served multiple terms on the Bartlesville board of adjacent, I have worked in architectural design for over 20 years.

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

I served to term limit for the board of adjustment

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

I want to see a better Bartlesville. Volunteering is my way of aligning my actions with that statement.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration for the reappointment of Scott Hopson to the Bartlesville Library Trust Authority

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the reappointment of Scott Hopson to the Library Trust Authority Board. He is a valued resource for the BLTA and its Investment Committee.

IV. RECOMMENDED ACTION

Councilmember Roszel and I recommend the reappointment of Scott Hopson to the Bartlesville Library Trust Authority.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration for the reappointment of Laura Wood to the Bartlesville Library Trust Authority

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the reappointment of Laura Wood to the Library Trust Authority Board. Her financial knowledge and experience are very useful to the board.

IV. RECOMMENDED ACTION

Councilmember Roszel and I recommend the reappointment of Laura Wood to the Bartlesville Library Trust Authority.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2023-24 appropriating unanticipated revenue for the Health Insurance Fund.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2023-2024. Appropriating unanticipated revenue for the Health Insurance Fund.

II. STAFF COMMENTS AND ANALYSIS

Due to increase spend on specialty drugs and GLP1's the City needs to appropriate additional transfers to cover the rise in medical costs.

III. BUDGET IMPACT

Budgetary impact \$442,491 for additional drug costs.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RESOLUTION _____

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

WHEREAS, THE City of Bartlesville has increased transfers in the amount of \$442,491; and

WHEREAS, the City of Bartlesville needs to appropriate \$442,491 of these revenues prior to their expenditure;

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

The General Services Dept (170) of the Health Insurance Fund (661) shall be increased as follows:

Group Insurance (51140)	\$ 442,491
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APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5th DAY OF AUGUST, 2024.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2023-24 appropriating unanticipated revenue for the Health Insurance Fund.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2023-2024. Appropriating unanticipated revenue for the Health Insurance Fund.

II. STAFF COMMENTS AND ANALYSIS

The City needs to appropriate funds to cover unexpected specialty drug costs. \$326,260 will come from unanticipated revenue from Stop Loss Reimbursements.

III. BUDGET IMPACT

Budgetary impact nets zero, \$326,260 increase in revenue and \$326,260 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RESOLUTION _____

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

WHEREAS, THE City of Bartlesville has received unbudgeted Revenue from Stop Loss Reimbursements in the excess of \$326,260; and

WHEREAS, the City of Bartlesville needs to appropriate \$326,260 of these revenues prior to their expenditure;

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

The General Services Dept (170) of the Health Insurance Fund (661) shall be increased as follows:

Group Insurance (51140)	\$ 326,260
-------------------------	------------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5th DAY OF AUGUST, 2024.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget for the City of Bartlesville, Oklahoma for Fiscal Year 2024-25, appropriating unbudgeted fund balance in the Golf Course Memorial Fund.

Attachments:

Golf Course Memorial Fund Unbudgeted Fund Balance Resolution

II. STAFF COMMENTS AND ANALYSIS

The Memorial fund ended the year with \$24,725 more fund balance than anticipated, and these funds must be appropriated prior to their expense.

III. BUDGET IMPACT

Allows access to an additional \$24,725 in funds that are remaining in fund balance.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate these unbudgeted funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2024–2025, APPROPRIATING UNBUDGETED FUND-BALANCE IN THE GOLF COURSE MEMORIAL FUND FOR GENERAL MAINTENANCE.

WHEREAS, THE City of Bartlesville has received un-budgeted fund-balance in the amount of \$24,725; and

WHEREAS, the City of Bartlesville needs to appropriate \$24,725 of these revenues prior to their expenditure;

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

The Municipal Golf Course Dept (445) of the Golf Course Memorial Fund (244) shall be increased as follows:

Other Improvements (55930)	\$ 24,725
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APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5th DAY OF AUGUST, 2024.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of an Agreement for Professional Document Digitization Services with ARC Document Solutions for a digital conversion of Community Development Department files.

Attachments:

Scan-by-Box Service Agreement for File Digitization between ARC Document Solutions and the City of Bartlesville

II. STAFF COMMENTS AND ANALYSIS

Community Development staff obtained three quotes from companies that provide file digitization services. ARC Digital Solutions was selected based on a combined evaluation of product and price point. ARC also visited city hall to evaluate the project and provide a more accurate quote.

Converting physical files to digital format significantly increases the efficiency with which Community Development staff can respond to questions and inquiries, as well as conducting research for Planning & Zoning cases. Additionally, converted documents would become searchable. This allows users to quickly find keywords within the digitized documents, saving significant time compared to manually reading each page. The Service Agreement is for twenty-one 10"x12"x15" boxes ("banker boxes") of documents.

III. BUDGET IMPACT

The total cost for these services is quoted at \$4,855 for digitization and searchable PDF conversion of twenty-one banker boxes of documents.

IV. RECOMMENDED ACTION

Staff recommends approval of this agreement with ARC Document Solutions.



Scan-by-Box Service Agreement

This service agreement is designed to outline the processes which ARC will implement, to complete a successful capture and conversion of targeted hard copy documents into electronic form, for City of Bartlesville; hereinafter referred to as "Customer". In addition, this agreement will indicated team responsibilities and expectations as the documents are being processed.

City of Bartlesville

401 S Johnstone Ave. Bartlesville,
Oklahoma 74003

Mike Bailey

mlbailey@cityofbartlesville.org
918-338-4282

ARC

7022 E 41st Street

Tulsa, OK 74145

Prepared by: Julian Zavala

Document Solutions Consultant
julian.zavala@e-arc.com

Reference: 20240619-083644741 Quote

created: July 23, 2024 Quote

expires: August 30, 2024

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Standard Service (per Box)	21	\$225.00	\$4,725.00
Searchable Image PDF output (per Box)	21	\$5.00	\$105.00
Thumb Drive Deliverable (per Drive)	1	\$25.00	\$25.00

Total	\$4,855.00
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Index Value Definitions:

- Organized by 3 categories:

- Planning Commission
- Board of Adjustment
- Subdivision

- Indexing by 3 fields:

- Case Number
- Year
- Project Names(s)

- Scope of content and prepping:

- Posted notes attached. When we run across, we are to pull them and place on a separate paper with as many as will fit on a page. Then add those pages to the back of the folder for scanning.
- Large format drawings found within files, usually 1 or 2 folded.
- CD's, envelopes #10 size with letter inside, within folder, these do not need to be copied just placed back into folder, we will place a note at the back of folder if CD or letters found within.
- Some folders are 2 prong fasteners, we will not reassemble to place back loose in folder.
- Folders with writing on back, will copy and scan the folder if it has any hand written information on them. We will then place a copy in the same folder with other data.
- Very few staples found, most everything is paper clipped together.
- A few comb binders were found scattered through out, will need to be cut or pulled apart for scanning.
- Many different types of papers mixed in, old records and different media/stock.
- No reassembly.
- OCR included
- No shredding, we will need to deliver hard copies back.
- ***Test pilot will be done for each category*** We will start with ONE box for approval.

Standard Service Included:

- At Customer request, empty boxes will be provided to customer
- When boxes are ready for pick-up, and at the request of Customer, ARC will make arrangements for boxes to be transported to ARC location on for processing
- Once received at ARC service center, documents will be prepared by removing and discarding all document binding materials, and flags. Binding materials will not be re-applied to hard copy when completed. (post-it-notes have special instruction under "Index Value Definitions" please reference these instructions)
 - *For the purposes of this agreement, one document will be defined as all papers contained within: a file folder, a binder, and/or a bound book, with a limit of 50 documents per box*
- Prepared documents will be scanned at a pixel density of 200 DPI, using a programmatic Auto-color mode, where documents containing a moderate amount of color will be imaged in color, and all others will be imaged as Black & White
- Documents will be indexed (up to 25 characters per field) as determined in the "Index Values Defini on" Sec on below
- The Index Values must be easily idenfiable on the tab of the folder, cover of book, or on the first page of the document
- Scanned documents will be processed to generate one multi -page, Image Only PDF file for each document
- Output PDF files will be named, and foldered as defined in the Index Values Defini on sec on below
- A .CSV file will be generated for each batch of PDF files, where the .CSV file will contain all indexed values for each document, and the digital path to where the PDF file is placed (provided at end of scanning project per phases when required)
- The resultant files will be compressed into one zipped file and transmitted to customer via a download link sent within an e-mail message
- ARC will make arrangements for boxes to be returned to customer

ARC Document Scanning Optional Services:

- Additional Index Fields (per field, per Box) ... \$7.50
- Searchable Image PDF output (per Box) ... \$5.00
- Certified Document Shredding (per Box) ... \$10.50
- HIPAA Compliant Service (per Box) ... \$30.00
- Thumb Drive Deliverable (per Drive) ... \$25.00
- Create Custom Batch Load File (Quoted)
- Document Transport beyond mileage limit (Quoted)

TERMS AND CONDITIONS

1. General:

- A. ARC's pricing for scanning services is based on a per box basis, where the box contains paper-based business documents, in relatively good condition, and where box measures 10"x12"x15", is reasonably full, not overstuffed.
- B. Boxed documents requiring low to medium levels of preparation (such as having not more than an average of 1 staple for every 20 pages), will qualify for this service. Boxed documents requiring high levels of preparation (such as having an average of more than 1 staple for every 20 pages), will be subject to additional charges. Customer will be notified by ARC, and a Change Order will be offered to Customer for approval, which will cover costs for additional work effort.
- C. ARC reserves the option to provide apply additional costs if the box contents does not meet the criteria defined in this Service Agreement, and/or if the Customer requirements exceed the specifications defined herein.
- D. A paper document storage option is not contemplated or included in services provided under this Agreement. Should Customer delay providing the approval for document shredding (or delay the authorization of the return of hard copy original documents upon project completion) beyond 30 days of completion, Customer will incur and be responsible for payment of document storage fees.
- E. If document shredding services are elected with this service agreement, ARC will destroy all hard copies of the Customer documents provided to ARC, and Customer shall indemnify and hold harmless ARC from any claim or liability arising from such destruction.

2. Pick-up & Delivery of Hard Copy Originals

- A. Pick-up and return delivery (if required) of originals is included if the point of pick-up is within 20 miles of an ARC service center
- B. If the point of pick-up is outside the 20-mile limit, ARC will utilize the most efficient means for transport of the originals to the ARC service center, at which costs will be added to the Price Schedule above

3. Timeline:

- A. ARC will exercise its best efforts to complete services and deliver files within the following timeframes:
 - 1 to 5 boxes, within 10 Business Days
 - 5 to 10 boxes, within 15 Business days
 - 11 to 20 boxes, within 20 Business Days
 - Over 20 boxes, (Quote)
- B. If an alternate timeframe is required, ARC will be open to discuss with Customer to determine best way to meet the requirement

4. Change Orders:

- 1. Specific technical details relative to various processes are addressed in this Service Agreement and are open to change, pending Customer needs. Once agreed upon, and signed below, any future change requests must be made in writing, submitted to ARC, and a change order form will be completed so as to document the change. If the Change is significant enough to affect the costs and/or timeline for the project, then the change order form will be submitted to the Customer, indicating the affects, where the change order would be confirmed by the Customer via authorized signature.

5. Responsibility of Parties

A. Customer:

Customer represents and warrants that (i) Customer owns or has sufficient legal right to the intellectual property rights in the Customer documents, and (ii) the Customer documents, including any use thereof by ARC in performing these services, does not violate applicable law or the rights of any third party.

Services to be performed on materials received from Customer that fall outside the scope of the material outlined in this Service Agreement will be identified.

Customer will be notified so that ARC may receive additional instruction and provide Customer with pricing (if appropriate) for the handling of those extraordinary materials outside the scope of Services contemplated under this Agreement. ARC expects the documents to be of reasonably good quality which will not require extraordinary preparation prior to scanning. Should the condition of the documents require extraordinary document preparation, ARC will provide the Service for these types of documents at our published rates via a change order that will identify pricing and timeline.**Responsibilities of Parties:**

B. ARC:

ARC will be responsible for executing the production requirements as defined herein, maintaining the level of accuracy, and providing the image reproduction as defined in this agreement. In the event that any unforeseen issues arise, which might jeopardize the outcome of the project (quality, accuracy, timeline and/or costs); ARC will notify the Customer who will work together to resolve such issues in a mutually beneficial manner.

6. Service Warranty:

All work produced will be covered for a 30-day warranty period from the deliverable date. Once delivered, Customer will have 30 days to review any or all documents scanned to verify the contents, completeness, and accuracy of the service provided.

At any time, Customer can request to designate a time for document review, and ARC will make the hard copy documents, and the resultant images available for review. It is encouraged that Customer randomly select a series of documents; from which Customer will run a "page-by-page" review of the hard copy documents comparing to the resultant image file, for completeness, quality and accuracy.

This document review must be completed within 30 days after delivery. Therefore, any warranty claims must be made within this 30-day period, and before authorization of destruction of the source documents.

The warranty period will end either at the close of the 30th calendar day, or upon receipt of authorization for destruction, whichever comes first.

7. Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, FOR ANY DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SERVICE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, ARC'S maximum liability shall not exceed the aggregate amounts paid or payable to ARC pursuant to this Agreement. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY WITH RESPECT TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY.

Signature City of Bartesville

Signature ARC

Dale Copeland , Mayor

Bobby Perry, Sales Directors Oklahoma

Date

Date

ATTEST:

City Clerk

(City Seal)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Take action to approve engagement with Crawford and Associates P.C. for audit consulting services.

Attachments:

Engagement Letter

II. STAFF COMMENTS AND ANALYSIS

The City is required to annually perform an audit of financial statements. With the constant changes to accounting standards and interpretation of those standards, the City has chosen to hire a consultant to assist with the preparation of annual financial statements and general accounting and advisory assistance. This engagement is not to exceed \$27,500.

III. RECOMMENDED ACTION

City Staff recommends approval Crawford and Associates due to their lengthy work history with the City and overall expertise, vast knowledge, and quality of service.



March 5, 2023

Honorable Mayor and Members of the City Council
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Bartlesville (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Bartlesville management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Bartlesville contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Bartlesville are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- Schedule of Federal Expenditures (including schedule and notes)
- General Accounting and Advisory Assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Bartlesville, Oklahoma as of and for the year ended June 30, 2023. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Bartlesville, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$265
- Shareholders \$180
- Senior Managers \$160
- Managers \$140
- Senior Professional Staff \$120
- Professional Staff \$80
- Clerical Staff \$50

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will perform the requested services at a fee not to exceed \$25,000, unless the City requests additional services outside the scope of this agreement, or substantial changes are made to the City's reporting entity or annual activity, or turnover of key staff at the City occurs, at which we will approach management and possibly the governing body at that time about possible adjustments to our fee range. In the event we complete FY 2023 prior to the end of FY 2024, we may begin interim preparations in the spring of 2024 to facilitate a more timely issuance of FY 2024's financial statements.

The term of this engagement is a period from July 1, 2023 through June 30, 2024. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Bartlesville.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Bartlesville:

By: _____

Title: _____

Date: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a service agreement between Remington Cleaning LLC 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:

Service Agreement

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department believes this service agreement is needed to provide cleaning services for their building located at 615 South Johnstone Avenue. The City of Bartlesville agrees to pay (\$1200 per month) for the department to be provided cleaning services three nights a week. The City of Bartlesville agrees to pay a one-time fee of (\$2000) for annual carpet cleaning throughout the department.

III. RECOMMENDED ACTION

Staff recommends that Council review and approve service agreement between Remington Cleaning LLC 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").

Remington Cleaning

P.O. Box 1454

Bartlesville, OK 74005

EIN 73-1504992

918-440-3757

Cleaning Proposal

The City Of Bartlesville Police Department will be cleaned five (3) nights a week after 8pm. The regular scope of services are described below.

In addition to the scope of services, Remington Cleaning agrees to provide all the cleaning supplies, and equipment to do the cleaning. City Of Bartlesville Police Department will be responsible for restroom supplies such as trash bags, hand soap, toilet paper, paper towels, etc.

SCOPE OF WORK

Nightly:

1. Clean Telephones
2. Empty all trash cans and replace the liners as needed
3. Clean and Sanitize all Restrooms
4. Restock paper towels, hand soap, and toilet paper
5. Clean sinks
6. Clean all mirrors
7. Clean all glass on the Entry Doors
8. Clean tops of desk (when cleared off)
9. Vacuum rugs and carpet
10. Sweep all hard surface floors
11. Mop as needed

12. Spot clean carpets as needed

Weekly:

1. Dust tops of file cabinets
2. Dust pictures
3. Clean all window sills and ledges

Monthly:

1. Remove cobwebs
2. Clean front and sides of desk

Quarterly:

1. Dust ceiling fans

Annually:

1. Clean carpets (added cost of **\$2000.00**)

Term Renewals

The term of this Agreement will begin on, July 1, 2024 and will continue thru June 30, 2025. Thereafter, this agreement may renew at the option of the Parties with any applicable revisions mutually agreed upon by both parties. This agreement is subject to annual review.

Termination:

Either party may terminate this agreement by providing a thirty (30) day written notification to the other party.

Rate:

City Of Bartlesville: **\$1200.00** per month.

IN WITNESS WHEREOF, THE Parties have executed this Management services Agreement as of the shown above.

Remington Cleaning LLC

City Of Bartlesville Police Department

By: 

By: _____

Richard Remington Owner

Authorized Signee

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve a contract between the City of Bartlesville/Bartlesville Public Library and the Oklahoma Department of Libraries.

Attachments: E-Rate Grant Contract No: F-25-01
OMES Claim Form

II. STAFF COMMENTS AND ANALYSIS

The library received E-Rate Category 2 funds for improvements to technological infrastructure, approved by Council March 4, 2024. E-Rate Category 2 funding pays for 80% of the costs, and the library was going to pay the remaining 20% through the Special Library Fund, estimated to be \$4,725. This grant from the Oklahoma Department of Libraries covers \$4,000 of those costs, resulting in a final cost of \$725 for said improvements.

III. RECOMMENDED ACTION

Staff recommends City Council approval of this contract.

CONTRACT
BETWEEN OKLAHOMA DEPARTMENT OF LIBRARIES
AND CITY OF BARTLESVILLE

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and City of Bartlesville, a municipal government (Contractor), collectively known as the Parties.

II. TERM OF THE CONTRACT

This Contract shall begin on the date of execution and shall terminate on July 30, 2025.

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Contractor, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law. This Contract may be terminated without cause by either party upon thirty (30) days written notice to the other party, or in accordance with the provisions set forth herein.
- b. The Parties of this contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

III. OBLIGATIONS OF THE CONTRACTOR

The contractor shall render diligently and competently the services indicated, and in the manner set forth herein, which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Purchase technology as requested in the FCC Form 471 application and for which a Funding Commitment Decision Letter has been awarded by USAC.
- b. Assure the technology purchased with grant funds is used solely to support and enhance the work of the library.
- c. Agree to the *LSTA Terms and Conditions*. A signed copy must be on file at the Department.
- d. Publicize receipt of the grant in at least one format including newspaper and/or website.
- e. Acknowledge the Institute of Museum and Library Services (IMLS) and ODL in all publicity.
- f. Expend funds by June 30, 2025.
- g. Submit the Expenditure Report with copies of receipts to the Department by July 15, 2025.

- h. Submit the Final Report to the Department by July 15, 2025. The report will include a brief narrative about how the equipment was used and whether you consider the grant successful.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Provide a contract, *LSTA Terms and Conditions Agreement*, and claim form to the Contractor.
- b. Process grant payments to the Contractor upon receipt of notarized claim form.
- c. Review and approve the Expenditure and Final Reports.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **Four Thousand Dollars (\$4,000.00)** to purchase technology as requested in the FCC Form 471 application.

- a. Expenditures for this project must conform to the non-discounted portion of the Form 471 Category 2 application, which was funded by USAC, and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract. If the non-discounted portion is over \$4,000, the Department will grant the maximum amount for this grant, which is \$4,000. Any deviations from the Form 471 non-discounted funding must be approved by the Department in writing.
- b. Payment will be made via electronic deposit within 45 days of receipt of the notarized claim form.
- c. The Contractor assures that expenditures under this Contract will be included.

VI. GENERAL PROVISIONS

- a. Notices

Any notices to be given herein shall be sent by depositing such notice with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Notice shall be deemed effective upon receipt or refusal of delivery. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

Attn: Sadie Bruce
200 NE 18th Street
Oklahoma City, OK 73105-3205

As to the Contractor:

Bartlesville Public Library
Attn: Kylie Roberson
600 S Johnstone
Bartlesville, OK 74003

b. No Grant of Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

c. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

d. Liability

The Department shall not be liable for any injuries or damages to persons or property resulting from acts or omissions of the Contractor, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

e. Accident or Illness

The Contractor agrees that any accident or illness during the performance of this Contract will not be the responsibility of the Department and in no way holds the Department liable for such accident or illness.

f. Understanding Terms

The Parties hereto have read and fully understand the terms of this Contract and the *LSTA Terms and Conditions Agreement* and agree to be bound by the same.

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Contractor agrees to keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other items relevant to this Contract, for a period of seven (7) years from the ending date of this Contract. Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination

at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the seven (7) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.

VIII. VENUES AND APPLICABLE LAW

If any legal action is taken to enforce the terms of this contract, the Parties agree that the venue for all legal action is Oklahoma County, Oklahoma. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IX. ADDITIONAL REQUIREMENTS

- a. It is expressly agreed that the Contractor under this contract is an independent Contractor and under no circumstances shall any owners, officers, employees or volunteers of the Contractor be considered employees of the Department or the State of Oklahoma. The Contractor is responsible for all types of claims due its volunteers, employees, or any third parties. The Contractor will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Contractor's, or any of the Contractor's employees' or volunteers' performance, including but not limited to the use of automobiles or other transportation.
- b. Include the following acknowledgment on any publication or presentation resulting from Contractor's participation in this grant: "This activity is supported by the Institute of Museum and Library Services (IMLS) and the Oklahoma Department of Libraries. The opinions and content of activities and materials do not necessarily reflect the position or policy of the Oklahoma Department of Libraries or IMLS, and no official endorsement should be inferred."
- c. In the event the Contractor does not comply with the terms of this contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such noncompliance by the Department. The Contractor may appeal for reconsideration by providing the Department written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of items purchased under this contract for reassignment to other programs and projects.
- d. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.

- e. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.
- f. The Contractor will comply with regulations under the Open Meetings Act, 25 O.S. § 301 *et seq.* and the Open Records Act, 51 O.S. § 24A.1 *et seq.*
- g. The Contractor may not subcontract or assign any duties herein without the express written consent of the Department.

X. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

XI. ENTIRE CONTRACT

This instrument, consisting of six pages, and including the *LSTA Terms and Conditions* as incorporated herein, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said Contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Contractor and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

On behalf of the Contractor:

On behalf of the Department:

Kylie Roberson, Director

Natalie Currie, Director

Typed name and title of signor

Signature

signature

Date

Date

Dale Copeland

Typed name of Authorizing Official

Mayor

Title

Signature

Date

FOR USE BY THE OKLAHOMA DEPARTMENT OF LIBRARIES
Assurances: E-RATE 400-24 is encumbered for this Contract

Lead Officer: Sadie Bruce

Date: Jul 9, 2024

Business Manager: J McCleod

Date: Jul 9, 2024

LSTA Terms and Conditions Agreement

It is understood that participation in this grant involves an agreement to accept and adhere to the following regulations and conditions:

The sub-recipient will fulfill the grant described in the contract. In fulfilling this grant, the sub-recipient shall follow all state and local laws, rules, regulations, standards, and procedures required subject to Federal statutes, and regulations including, but not limited to, those enumerated in these Terms and Conditions.

Nondiscrimination Statutes

The sub-recipient must have a nondiscrimination policy in place that prohibits discrimination on the basis of disability, sex, age, race, color, or national origin. Sub-recipient's policies must comply with federal statutes and regulations for programs or activities funded in whole or in part by the Institute of Museum and Library Services.

Drug-free Workplace

Maintenance of a drug free workplace is the responsibility of the sub-recipient. All sub-recipients are prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance in or on workplace facilities or property. Additionally, this applies to all individuals or entities under contract using grant funds.

Debarment and Suspension

The sub-recipient's Director certifies to the best of his/her knowledge that neither the applicant nor any of its principals or contractors are presently excluded or disqualified or have been convicted within the preceding three years of any offenses listed in 2 C.F.R. or have been criminally or civilly charged by a government entity.

Limited English Proficiency

Federal regulations require that sub-recipients take reasonable steps to ensure meaningful access to the information, program, and services they provide to people with limited English proficiency (LEP). Any future possible sub grants and programs should consider language assistance services, if appropriate, when designing projects and requesting funds.

Conflict of Interest

The sub-recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of sub-awards and contracts. Employees may not participate in the selection, award, or administration of a sub-award or contract paid with Federal award funds if they have a real or apparent conflict of interest. A conflict of interest would arise when the employee, any member of their immediate family, a partner, or an organization has a financial or other interest or a tangible personal benefit from an organization considered for a sub-award or contract.

Grant Funds Expenditures

Federal funds for the purchase of materials as part of a grant must be used specifically for instituting new services or to supplement present services as required by the project.

Lobbying

The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans is unallowable. Costs of membership in organizations engaged in lobbying are unallowable. 2 CFR 200.450

Trafficking in Persons

The sub-recipient must comply with Federal law pertaining to trafficking in persons. The Federal agency (IMLS) may terminate the grant or take other authorized actions if the recipient or sub-recipient engages in or uses labor recruiters, brokers or other agents who engage in trafficking in persons, the procurement of a commercial sex act, the use of forced labor, or acts that directly support or advance the trafficking in persons during the time the award is in effect.

Indirect Costs

When acting as a pass-through entity, the State Library Administration Agency (SLAA) is required to honor a sub-recipient's federally negotiated indirect cost rate if one already exists. If no such rate exists, the SLAA must honor either a rate negotiated between the SLAA and the sub-recipient (in compliance with federal guidelines) or the minimum rate of 10 percent of the sub-recipient's modified total direct costs (MTDC). Sub-recipients may elect not to claim any indirect costs. See 2 CFR 200.331

Certification of Indirect Costs must be provided if sub-recipient claims a negotiated indirect cost rate. If an indirect cost rate of up to 10 percent is claimed, charges must directly relate to the project and an itemized budget must be provided.

Grant Amount Payment

The Federal share of expenditures under this grant may not exceed the amount granted unless such expenditures have been approved by the Lead Officer.

Accounting and Record Keeping

The sub-recipient will account separately for all funds expended for the project. All records and final expenditures and grant information must be kept readily available for five years. Accounting records shall be supported by source documentation such as canceled checks, paid bills, contracts, etc. A copy of all invoices paid shall be kept in the file. The invoices must be marked with the check number for identification.

Federal or State Monitoring

The Federal grantor agency, the Comptroller General of the U.S. or other duly authorized representative, the Governor and the State Auditor or their designees shall have the right at reasonable notice to examine the books, records, and other compilations of data of the sub-recipient which pertain to the performance of the provisions and requirements of this Agreement per 45 CFR 1183.36 and Executive Order 195 of April 27, 1981.

Oklahoma Department of Libraries Monitoring

The Oklahoma Department of Libraries (ODL) may conduct on-site or off-site monitoring reviews of the project during the term of this agreement and up to ninety (90) days after it expires or is otherwise terminated. The sub-recipient shall extend its full cooperation and give full access to the project site and

to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- a. whether project activities are consistent with those set forth in the grant contract and the grant application;
- b. that actual expenditure of state, local and/or private funds expended to date on the project is in conformity with the amounts for each budget line item and that unpaid costs have been properly accrued;
- c. that sub-recipient is making timely progress with the project, and that its project management, financial management, control systems, and procurement requirements are fully and accurately reflected in project reports submitted to ODL; and/or
- d. that sub-recipient is retaining copies of all informational materials, surveys, videos, and advertising in an organized fashion for a period of five years.

Acknowledgments

Any publication or presentation resulting from this grant must contain the following acknowledgment:

"This project was supported in whole or in part by the Institute of Museum and Library Services. Opinions expressed in this publication or presentation do not necessarily reflect the position or policy of the Oklahoma Department of Libraries or IMLS and no official endorsement by those entities should be inferred."

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal government purposes, the copyright of any work developed as a part of this grant.

Advertisements

The sub-recipient will acknowledge, according to regulations, Federal funding in all printed materials, newspaper coverage and interviews, program notes, catalogs, annual reports, and other publicity pertaining to the project. In all cases, the following phrase must be used:

"This project is funded through the Oklahoma Department of Libraries with a federal grant from the Institute of Museum and Library Services through the Library Services and Technology Act."

Note: You may add "in part" if there are multiple funding partners.

Record Retention

The sub-recipient will retain for five years a minimum of one copy of all publications, informational materials, surveys, videotapes, films, union list, or other such materials produced as a result of this LSTA project.

Future Eligibility

To maintain eligibility for future grants, the sub-recipient must submit a final narrative and financial report as required by the Oklahoma Department of Libraries. The sub-recipient will retain copies of all reports for a period of five years.

Grant Close-out

Close-out of the grant does not affect regulations concerning retention of all programmatic and financial records (45 CFR 1183.42), recovery of disallowed expenditures resulting from an audit, and equipment responsibilities.

Internet Safety

Children's Internet Protection Act (CIPA) compliance is required when using federal funds to pay for internet access or to purchase any device that provides access to the internet, which includes laptops, tablets, and hotspots. Your library must have:

1. An Internet safety policy
2. A technology protection measure, such as a filter
3. A hearing or meeting about the Internet safety policy and technology protection measure, as advertised through a public notice (prior to enacting the policy)

Suspension or Termination

This agreement may be suspended or terminated upon the recommendation of the Federal Programs Officer and the approval of the Director of the Oklahoma Department of Libraries if there is failure to comply with the terms of the contract or Terms and Conditions Agreement. Should the project be suspended or terminated, no additional ODL grants will be awarded unless specifically authorized by the ODL Director.

Authority

Each signatory to this document declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said agreement and accepts liability for any misrepresentation of such authority.

City of Bartlesville/Bartlesville Public Library

Name of Organization

Signature of Authorized Official

Dale Copeland

Print Name

Mayor

Title

Date

STATE OF OKLAHOMA
Notarized Claim Voucher And
Disbursements of Payroll
Withholdings

AGENCY BUSINESS

UNIT

43000

CLAIM OF:

City of Bartlesville
Bartlesville Public Library
600 S. Johnstone
Bartlesville, OK 74003

FOR AGENCY USE: GRANTS 400-24 A

PO:

VID: 76857 LOC: 6

Address:

OBJECT ACCOUNT	AMOUNT	OBJECT ACCOUNT	AMOUNT
555110	\$ 4,000.00		

FOR

\$4,000.00

AGAINST

Agency, Bd.,

Comm., Dept.: OK Dept of Libraries

ASSIGNMENT

I hereby assign this claim to

and authorize the State Treasurer to issue a warrant in payment to
said assignee.

Claimant Signature

TOTAL AMOUNT

\$ 4,000.00

OSF-AUDITED BY:

Date

DATE	ITEM	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT CLAIMED	OBJECT ACCOUNT
7/3/2024			Category Two E-Rate grant FFY24 Budget Ref.: 25 Department: 2000001 CFDA: 453100000		\$ 4,000.00	555110

**THIS SECTION IS NOT REQUIRED FOR WITHHOLDING PAYMENTS-
EXCEPT FOR WITHHOLDING REFUNDS**

TOTAL AMOUNT APPROVED

\$4,000.00

The undersigned contractor, vendor, individual, or duly sworn agent, of lawful
age, upon oath says that this claim is true and correct. Affiant further states that
the work, services, or materials as shown by this claim have been completed or
supplied in accordance with the plans, specifications, orders, requests, and all
other terms of the contract. Affiant also states that any refunds represented by this
payment are due. (NOTE: Claimant signature only for payroll withholding refunds)

Department Supervisor's Approval Signature
(If required)

Date

Claimant

State of Oklahoma County of _____

Subscribed and sworn before me on _____

My Commission expires _____

Notary Public (or Clerk or Judge) _____

Agency, Bd.,
or Div. Use

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve a contract between the City of Bartlesville/Bartlesville Public Library and the Oklahoma Department of Libraries.

Attachments: Technology Grant Contract No: F-25-12
OMES Claim Form

II. STAFF COMMENTS AND ANALYSIS

The Oklahoma Department of Libraries has awarded the library a grant for \$5,000 to pay for technology upgrades. This grant will be used to purchase new educational “Launchpad” devices for the circulating collection. Launchpads are tablets pre-loaded with educational games and activities for varying ages, and are popular with patrons.

III. RECOMMENDED ACTION

Staff recommends City Council approval of this contract.

CONTRACT
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES
AND CITY OF BARTLESVILLE

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and City of Bartlesville, a municipal government (Contractor), collectively known as the Parties.

II. TERM OF THE CONTRACT

This Contract shall begin on the date of execution and shall terminate on November 15, 2024.

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Contractor, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law. This Contract may be terminated without cause by either party upon thirty (30) days written notice to the other party, or in accordance with the provisions set forth herein.
- b. The Parties of this Contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

III. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall render diligently and competently the services as indicated and in the manner set forth herein which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Agree to the *LSTA Terms and Conditions*. A signed copy must be on file at the Department.
- b. Use grant funds to purchase technology items approved in the grant application. Approved items can be purchased with non-grant funds and reimbursed with the grant funds if the items are purchased after April 1, 2024.
- c. Spend or encumber grant funds by September 30, 2024. Any funding not spent or encumbered must be returned to the Department no later than November 15, 2024.
- d. Reference, in all publicity, the Institute of Museum and Library Services (IMLS) and ODL.
- e. Submit all invoices to the Department by October 15, 2024.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Approve proposal, and provide a contract, *LSTA Terms and Conditions Agreement*, and claim form to the Contractor.
- b. Process grant payment to the Contractor upon receipt of signed documents and notarized claim form.
- c. Review final invoices as submitted.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **Five Thousand Dollars (\$5,000.00)** to purchase approved items to upgrade technology at the library.

- a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract. Any deviations from the approved budget must be approved by the Department in writing.
- b. Payment will be made via electronic deposit within 45 days of receipt of the notarized claim form.
- c. The Contractor assures that the expenditures under this Contract will be included in its next regular audit.

VI. GENERAL PROVISIONS

- a. Notices

Any notices to be given herein shall be sent by depositing such notice with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Notice shall be deemed effective upon receipt or refusal of delivery. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

Oklahoma Department of Libraries
Attn: Taylor Meriwether
200 NE 18th Street
Oklahoma City, OK 73105-3205

As to the Contractor:

Bartlesville Public Library
Attn: Kiley Roberson
600 S Johnstone
Bartlesville, OK 74003

b. No Grant of Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

c. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

d. Liability

The Department shall not be liable for any injuries or damages to persons or property resulting from acts or omissions of the Contractor, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

e. Accident or Illness

The Contractor agrees that any accident or illness during the performance of this Contract will not be the responsibility of the Department and in no way holds the Department liable for such accident or illness.

f. Understanding of Terms

The Parties hereto have read and fully understand the terms of this Contract and the *LSTA Terms and Conditions Agreement* and agree to be bound by the same.

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Contractor agrees to keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other items relevant to this Contract, for a period of seven (7) years from the ending date of this Contract. Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit,

litigation, or other action involving these pertinent records is started before the end of the seven (7) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.

VIII. VENUES AND APPLICABLE LAW

If any legal action is taken to enforce the terms of this contract, the Parties agree that the venue for all legal action is Oklahoma County, Oklahoma. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IX. ADDITIONAL REQUIREMENTS

- a. It is expressly agreed that the Contractor under this contract is an independent Contractor and under no circumstances shall any owners, officers, employees or volunteers of the Contractor be considered employees of the Department or the State of Oklahoma. The Contractor is responsible for all types of claims due its volunteers, employees, or any third parties. The Contractor will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Contractor's, or any of the Contractor's employees' or volunteers' performance, including but not limited to the use of automobiles or other transportation.
- b. Include the following acknowledgment on any publication or presentation resulting from Contractor's participation in this grant: "This activity is supported by the Institute of Museum and Library Services (IMLS) and the Oklahoma Department of Libraries. The opinions and content of activities and materials do not necessarily reflect the position or policy of the Oklahoma Department of Libraries or IMLS, and no official endorsement should be inferred."
- c. In the event the Contractor does not comply with the terms of this contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such noncompliance by the Department. The Contractor may appeal for reconsideration by providing the Department written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of items purchased under this contract for reassignment to other programs and projects.
- d. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.

- e. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.
- f. The Contractor will comply with all requirements under the Oklahoma Open Meetings Act, 25 O.S. § 301 *et seq.*, and the Oklahoma Open Records Act, 51 O.S. § 24A.1 *et seq.*
- g. The Contractor may not subcontract or assign any duties herein without the express written consent of the Department.

X. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

XI. ENTIRE CONTRACT

This instrument, consisting of six pages and including the *LSTA Terms and Conditions* as incorporated herein, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said Contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Contractor and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

On behalf of the Contractor

On behalf of the Department

Kylie Roberson, Director

Natalie Currie, Director

Typed name and title of signor

Signature

Signature

Date

Date

Dale Copeland

Typed name of Authorizing Official

Mayor

Title

Signature

Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES
Assurances: PROJECT 400-23 is encumbered for this Contract

Lead Officer: Taylor Meriwether
Taylor Meriwether (Jul 18, 2024 13:23 CDT)

Date Jul 18, 2024

Financial Mgr: J McCleod

Date Jul 18, 2024

STATE OF OKLAHOMA
Notarized Claim Voucher And
Disbursements of Payroll
Withholdings

AGENCY BUSINESS
UNIT 43000

FOR AGENCY USE: TECHGR 400-23
PO:
VID: 76857 LOC: 6

CLAIM OF:
City of Bartlesville/Bartlesville Public
Library
600 Johnstone
Bartlesville, OK 74003

OBJECT ACCOUNT	AMOUNT	OBJECT ACCOUNT	AMOUNT
555110	\$5,000.00		

Address:

FOR
\$5,000.00
AGAINST

Agency, Bd.,
Comm., Dept.: OK Dept of Libraries

ASSIGNMENT
I hereby assign this claim to

and authorize the State Treasurer to issue a warrant in payment to
said assignee.

Claimant Signature

TOTAL AMOUNT \$ 5,000.00
OSF-AUDITED BY:

Date

DATE	ITEM	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT CLAIMED	OBJECT ACCOUNT
7/8/2024			LSTA Technology Grant FFY23 Budget Ref.: 25 Department: 2000001 CFDA: 453100000		\$ 5,000.00	555110

THIS SECTION IS NOT REQUIRED FOR WITHHOLDING PAYMENTS-
EXCEPT FOR WITHHOLDING REFUNDS

TOTAL AMOUNT APPROVED 5,000.00

The undersigned contractor, vendor, individual, or duly sworn agent, of lawful
age, upon oath says that this claim is true and correct. Affiant further states that
the work, services, or materials as shown by this claim have been completed or
supplied in accordance with the plans, specifications, orders, requests, and all
other terms of the contract. Affiant also states that any refunds represented by this
payment are due. (NOTE: Claimant signature only for payroll withholding refunds)

Department Supervisor's Approval Signature
(If required)

Date

Claimant

Agency, Bd.,
or Div. Use

State of Oklahoma County of

Subscribed and sworn before me on

My Commission expires

Notary Public (or Clerk or Judge)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on Task Order No. 3 to the Master Services Agreement with Parkhill, Smith and Cooper for Airport Consulting Services

Attachments:

Task Order No. 3 to the Parkhill, Smith, and Cooper Master Services Agreement
Taxilane Extension Grant Funding Breakdown

II. STAFF COMMENTS AND ANALYSIS

The next phase in airport improvements involves construction of new taxilanes to facilitate future hangar development. The City Council approved a Master Services Agreement with Parkhill, Smith and Cooper (Parkhill) in November of 2022 for airport consulting services. As part of that agreement, Task Order No. 1 was authorized to move forward with a Hangar Development Plan for the airport. While the focus of this plan was on hangar development, it really was an update of the overall plan for the airport. The current taxilane project has evolved from that plan. The project consists of two new taxilanes to improve access to additional development areas north and east of the terminal building and help ensure successful future development of the airport property. This project will include funding from FAA Non-Primary Entitlement (NPE), FAA AIG/BIL, and Oklahoma Department of Aerospace and Aeronautics (ODAA), formerly known as the Oklahoma Aeronautics Commission. The airport currently receives \$150,000 in NPE funds and \$293,500 in AIG funds annually. Task Order No. 2 was authorized in February, 2024 for the design services and grant administration for the project.

Task Order No. 3 includes \$25,000.00 for Construction Phase Services and \$123,750.00 for Resident Project Representative Services for a total of \$148,750.00. Essentially this task order covers construction administration for the project. Our airport consultant has always overseen construction and inspection of our airport projects due to stringent requirements by the FAA.

III. BUDGET IMPACT

Everything in Task Order No. 3 is at least 90% reimbursable under the FAA and ODAA grants and has been outlined and included in the FAA and ODAA grant agreements. The breakdown of ODAA funding for this project is included with this report and shows the construction admin services. The City's share for the professional services will be covered by the available balance in the Airport Fund and Sales Tax funds budgeted for the City's match on airport projects.

IV. RECOMMENDED ACTION

Staff recommends approval of Task Order No. 3 to the Parkhill Master Services Agreement.



July 1, 2024

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

Re: Task Order 03 to MASTER AGREEMENT for Professional Services
AIP 3-40-0007-015-2024, ODAA BVO-24-FS
Bartlesville Municipal Airport-Construct Taxilane

Dear Mr. Copeland:

As requested, we have prepared Task Order 03 for Construction Administration and Resident Project Representative services related to project Construct Taxilane, in accordance with the Hangar Development Plan. Parkhill understands the Project scope to include:

1. Parkhill to provide Construction Phase Services as detailed below and in Exhibit A attached. Construction Administration services reflects 90 Working Days to final Project completion. Services are proposed on a lump sum basis.
 - a. Contractor Material Submittal Review
 - b. Construction Contract Preparation
 - c. Conduct Pre-Construction Meeting
 - d. Review and Approval of Monthly Contract Pay Request
 - e. Prepare Change Orders (if required)
 - f. Prepare Weekly Inspection Reports
 - g. Conduct Final Inspection and Prepare Punchlist
Recommend Final Project Acceptance
2. Parkhill to provide RPR Services as detailed in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative". RPR time reflects 90 Working Days and proposed on a lump sum basis.

Fee for Proposed Task Order 03 services is further defined in Exhibit B attached, summarized as follows:

Task 5CON	Lump Sum Fee for Construction Phase Services	\$ 25,000.00
Task 6RPR	Lump Sum Fee for Resident Project Representative Services	\$ 123,750.00
TOTAL TASK ORDER 03		\$ 148,750.00

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

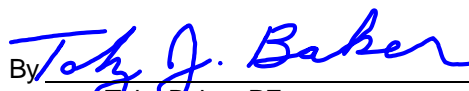
If terms of this Task Order are agreeable, please execute and return one copy to our office. We will take receipt of this signed letter as our Notice to Proceed. We look forward to working with you in completing this Project. For anything further, please contact Toby Baker directly at tbaker@parkhill.com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

Sincerely,

Accepted by:

PARKHILL

CITY OF BARTLESVILLE

By 
Toby Baker, PE
Oklahoma Aviation Lead | Principal

By _____
Dale Copeland Date
Mayor

EXHIBIT A ENGINEER'S SERVICES

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

PART 1 -- BASIC SERVICES

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

A 1.02 *Preliminary Design Phase* (Not Used)

A 1.03 *Final Design Phase* (Not Used)

A 1.04 *Bidding or Negotiating Phase* (Not Used)

A 1.05 *Construction Phase* (Tasks 5CON and 6RPR)

A. Upon successful completion of Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in Construction Contract General Conditions.

2. *Resident Project Representative (RPR).* Provide RPR services at Site to assist ENGINEER and provide more extensive observation of Contractor's work. RPR duties, responsibilities, and authority are as set forth in Exhibit C. Furnishing such RPR services will not extend ENGINEER responsibilities or authority beyond specific limits set forth elsewhere in this Master Agreement or associated Task Orders. RPR performance is not included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory. Performance of these investigations and tests is included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

4. *Preconstruction Conference.* Conduct a Preconstruction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed. Performance of field surveys is not included in ENGINEER's basic fee and may be performed by ENGINEER, by agreement with OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while in progress:

- a. Make visits to Site at intervals appropriate to various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress and quality of Work. Such visits and observations by ENGINEER, and RPR, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Master Agreement, associated

Task Orders and Contract Documents, but rather to be limited to spot checking, selective sampling, and similar methods of general observation of Work based on ENGINEER's exercise of professional judgment as assisted by RPR, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with Contract Documents, and ENGINEER shall keep OWNER informed of Work progress.

- b. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform work in accordance with Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while in progress if, based on such observations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of Contract Documents as appropriate to orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with intent of and reasonably inferable from Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from Contract Document requirements.

9. *Change orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in Contract Documents and compatibility with the design concept of completed Project as a functioning whole as indicated in Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety, precautions, and programs incident thereto.

11. *Substitutes and "or-equal."* Evaluate and determine acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or interpretation of Contract Document requirements pertaining to execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine amounts ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

15. *Contractor's Completion Documents.*

- a. Receive, review, and transmit to OWNER maintenance and operating instructions, schedules, and guarantees.
- b. Receive and transmit to OWNER bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, annotated record drawings, and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, visit the Site to review the Work and determine the status of completion. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final visit to the project to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit D ("Notice of Acceptability of Work") Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Master Agreement and associated Task Orders.

B. *Duration of Construction Phase.* Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after original date for completion and readiness for final payment of Contractor as set forth in Contract Documents.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A 1.06 *Grant Administration Phase* (Not Used)

PART 2 -- ADDITIONAL SERVICES

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

EXHIBIT B
PAYMENTS TO ENGINEER
LUMP SUM METHOD

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

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

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

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

1. A Lump Sum amount of \$ 148,750 based on the following distribution of compensation:
 - a. Study and Report Phase \$ _____
 - b. Preliminary Design Phase \$ _____
 - c. Final Design Phase \$ _____
 - d. Bidding and Negotiating Phase \$ _____
 - e. Construction Phase \$ 148,750
 - f. Grant Administration Phase \$ _____

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

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

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

*To be negotiated if required.

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

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

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

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

APPENDIX 1

Parkhill

Hourly Rate Schedule

January 1, 2024 through December 31, 2024

Client: City of Bartlesville

Project: Construct Taxilane

Agreement Date: July 1, 2024

Location: Bartlesville Municipal Airport

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

EXHIBIT C
RESIDENT PROJECT REPRESENTATIVE (RPR)
DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY

Paragraph 1.01C of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit C of each Task Order to the Master Agreement.

C6.02 Resident Project Representative (RPR)

A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of Work. RPR, assistants, and other field staff under this Exhibit C may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in Work; however, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work nor shall ENGINEER have authority over or responsibility for means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform Work in accordance with Contract Documents.

C. RPR duties and responsibilities are limited to those of ENGINEER in Master Agreement and associated Task Order with OWNER and in Contract Documents, further limited and described as:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under ENGINEER supervision, and will confer with ENGINEER regarding RPR actions. RPR dealings in matters pertaining to Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR dealings with subcontractors shall only be through or with full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with knowledge of and under direction of ENGINEER.

2. *Schedules:* Review progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor, and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, (preconstruction conferences, progress meetings, job conferences and other project-related meetings), and prepare and circulate copies of minutes thereof.

4. *Liaison:*

- a. Serve as ENGINEER liaison with Contractor, working principally through Contractor's superintendent and assist in understanding intent of Contract Documents.
- b. Assist ENGINEER in serving as OWNER liaison with Contractor when Contractor operations affect OWNER's on-site operations.
- c. Assist in obtaining from OWNER additional details or information, when required for proper execution of Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples.*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at Site by Contractor and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of commencement of any portion of Work requiring a Shop Drawing or Sample submittal for which RPR believes submittal is not approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-site observations of Contractor's work in progress to assist ENGINEER in determining if Work is in general proceeding in accordance with Contract Documents.
- b. Report to ENGINEER when RPR believes any part of Contractor's work in progress will not produce a completed Project that conforms generally to Contract Documents or will prejudice integrity of design concept of completed Project as a functioning whole as indicated in Contract Documents, has been damaged, or does not meet requirements of any inspection, test, or approval required to be made; and advise ENGINEER of that part of work in progress RPR believes should be corrected, rejected, uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of Work.
- b. Verify tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over Project, record results of these inspections, and report to ENGINEER.

10. *Records:*

- a. Maintain at Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued after execution of Contract, ENGINEER's clarifications and interpretations of Contract Documents, progress reports, Shop Drawing, and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or logbook, recording Contractor hours on Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures: and send copies to ENGINEER.
- c. Record names, addresses, and phone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a. Furnish ENGINEER periodic reports as required of progress of Work and of Contractor's compliance with progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER, proposed Change Orders, Work Change Directives,

- and Field Orders. Obtain backup material from Contractor.
- c. Furnish ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER occurrence of any Site accidents, any Hazardous environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to schedule of values, Work completed, and materials and equipment delivered at Site but not incorporated in Work.

13. *Certificates, Operation and Maintenance Manuals:* During Work, verify materials and equipment certificates, operation and maintenance manuals and other data required by Specifications to be assembled and furnished by Contractor are applicable to items actually installed and in accordance with Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of Work.

14. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over Work.
- c. Participate in a final inspection in company of ENGINEER, OWNER, and Contractor and prepare a final list of items to complete or correct.
- d. Observe whether all items on final list are complete or correct and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in Master Agreement or Contract Documents.
- 3. Undertake any responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of means, methods, techniques, sequences, or procedures of Contractor's work unless such advice or directions are specifically required by Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with activities or operations of OWNER or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize OWNER to occupy the Project in whole or in part.

EXHIBIT B-2 PROJECT COSTS

AIRPORT: Bartlesville Municipal Airport

PROJECT #: BVO-24-FS

CITY: Bartlesville

DATE: 3/7/2024

PROJECT DESCRIPTION: Construct Taxilane

Item Description	Amount	Ineligible Amount	Remarks
(a) Advertising	800		
(b) Engineering	163,900		
(c) Grant Administration	22,500		
(d) Testing	19,000		
(e) Inspection	123,750		
(f) Bidding Phase Services	7,600		
(g) Other: Update DBE Goal	7,000		
(h) Construction Administration	25,000		
(i) Geotechnical Investigation	14,500		
(j) Hangar Development Plan	98,250		
(k) Surveying Services	12,500		
(l) Construction (attach bid tabs)			
(m) Base Bid-Schedules 1, 2 and Alt 1	1,531,325		
(n) Alternate 1 Bid			
(o) Alternate 2 Bid			
(p) TOTAL ELIGIBLE PROJECT COST			
(q) Ineligible Costs:			
Sponsor Share \$101,306.25 (5%)**	State Share: \$1,187,818.75 (58.63%)	Federal Share: \$737,000 (36.37%)	Total Project Cost: \$2,026,125

(For funding share information, see section 2.0 Funding) Note: Sponsor share cannot be lower than 5%

Note: The Department will only participate in costs identified in the contracts

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of an Equipment Lease between the Tri-State District of Wesleyan Church, c/o Wesleyan Christian School, for up to six (6) sets of surplus bleachers to be used at the Wesleyan Christian School football field.

Attachments:

Equipment Lease

II. STAFF COMMENTS AND ANALYSIS

During the May 6th tornado, the spectator bleachers on the home team side of the Wesleyan Christian School (WCS) football field were destroyed. The WCS field is located just west of the intersection of Nowata Road and Silver Lake Road. Due to the amount of damage on other infrastructure at the fields, including lights, scoreboard and field damage, WCS cannot afford to replace the bleachers at this time. The City of Bartlesville has between 15 and 20 sets of 5 to 7 row bleachers located at the laydown yard by the Washington County Rodeo grounds. The bleachers are currently not used and are surplus and in varying condition. The City has other bleachers located at the NIPR facility that are used for special events. City staff reached out to WCS to see if they had a plan to replace their bleachers for the upcoming school year. Due to lack of funding, they cannot replace them this year. City staff have coordinated with the City Manager, City Attorney, and WCS to draft an equipment lease for up to six (6) of the unused bleachers so that WCS will have seating at their football games this fall.

III. BUDGET IMPACT

None

IV. RECOMMENDED ACTION

Staff recommends approval of the equipment lease.

EQUIPMENT LEASE

THE CITY OF BARTLESVILLE, OKLAHOMA, an Oklahoma municipal corporation, 401 S. Johnstone Ave., Bartlesville, Oklahoma 74003 ("Lessor"), does hereby lease and let unto the TRI-STATE DISTRICT OF WESLEYAN CHURCH, C/O WESLEYAN CHRISTIAN SCHOOL, 1780 Silver Lake Road, Bartlesville, Oklahoma 74006 ("Lessee"), and Lessee leases from Lessors the non-exclusive right to use the following equipment: Six (6) sets of surplus spectator bleachers for use at the Lessee's high school football field.

1. Term of Lease. The term of this lease shall be for the duration of time necessary for the Lessee to purchase new equipment to replace the damaged bleachers at their high school football facility not to exceed twenty-four (24) months, commencing on the 5th day of August, 2024, and terminating on the 5th day of August, 2026, unless otherwise terminated as provided in this agreement.

2. Payment of Rent. In consideration for the leasing of the Property, Lessee agrees to pay to Lessor as rent for the property the sum of One Dollars (\$1.00) payable upon execution of this agreement.

3. Use and Preservation of Property. Lessee shall use the Property in a careful and proper manner, shall comply with all applicable laws and regulations, and shall maintain the Property in good repair and condition. Lessee assumes all risks of loss and damage to the Property from any cause whatsoever and agrees that the Property will be returned to Lessors in the same appearance and condition as when received, ordinary wear and tear excepted.

4. Termination of Lease by Default. If Lessee fails to perform any of the conditions or covenants of this lease, or removes or attempts to remove the Property from the above-described real property without first obtaining the written consent of Lessors, Lessor may terminate this lease and Lessee's right to possession of the Property, and immediately take possession of the Property without demand on or notice to Lessee.

5. Lessors' Right of Inspection. At all times during Lessee's business hours, Lessors shall have the right to enter the premises where the Property is located for the purpose of inspecting the Property.

6. Limitation of Warranties. Lessee acknowledges that the Property is of a size, design, capacity and manufacture selected by Lessee. Lessors have not made and do not make any

representation, warranty or covenant, express or implied, with respect to the condition of the Property. Lessors shall not be liable to Lessee for any liability, loss or damage caused directly or indirectly by the Property, by any inadequacy or defect, or by any incident in connection with the Property.

IN WITNESS WHEREOF, each party has caused this agreement to be executed on the date indicated below.

Lessor:

CITY OF BARTLESVILLE, OKLAHOMA

By: _____
Mike Mailey,
City Manager

Date

Lessee:

WESLEYAN CHRISTIAN SCHOOL

By: _____
Name: Curt Cloud

Date

Title: High School Principle & Athletic Director

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement with TeeSnap for Point of Sale software and reporting

Attachments:

Agreement with Teesnap

II. STAFF COMMENTS AND ANALYSIS

The Proshop (ran by Mr. Benedict) currently utilizes Teesnap as its point of sale system at Adams Golf Course. The City would like to maintain some continuity through this transition and continue to move forward with the same software. The cost for the software is \$7,000 annually, but it does also double as the credit card processor. All card transactions (not Cash) will be subject to a 2.5% transaction fee which is paid to Teesnap.

III. BUDGET IMPACT

Budgetary Impact will be \$7,000 plus 2.5% of card sales. The City at this time cannot estimate what the volume will be, however overall pricing should have overhead configured into products.

IV. RECOMMENDED ACTION

Staff recommends approval of the agreement.



07/26/2024

Today's Date

08/15/2024

Quote Expires

COURSE INFORMATION

Matt McCullough

Course Representative

Adam's Municipal Golf Course

Legal Business Name

mtmccoll@cityofbartlesville.org

Billing Email

Adam's Municipal Golf Course

Name of Course

5801 Tuxedo Blvd

Street Address

Bartlesville

City

OK

State

74005-2935

Zip Code

COURSE TYPE (Choose one)

- ☐ Private ☒ Public ☐ Semi-Private ☐ F&B Only

NUMBER OF HOLES

- ☐ 9 ☐ 27 ☒ 18 ☐ Other



teesnap CLIENT AGREEMENT FORM

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CORE PACKAGE

	LICENSES	MSRP	DISCOUNT	TOTAL
Teesnap Golf + F&B Software Package (includes Teesnap Access Station & Strategic Account Management and Email Marketing Tool (Email Journeys, Marketing Refresh API)) <i>Each License covers up to 6 users</i>	3	6250	1250	5000
Remote Implementation & Ongoing Support		1500	500	1000

CORE PACKAGE TOTAL

PROFESSIONAL SERVICES

	INCLUDED	MSRP	DISCOUNT	TOTAL
Custom Website + Form Submissions (Blog, Online Store)	<input checked="" type="checkbox"/>	1800	800	1000
CSR Enhanced Support	<input type="checkbox"/>			
Website Pro - includes updates, no graphics	<input type="checkbox"/>			
Golf Marketing Services Pro	<input type="checkbox"/>			
Golf Marketing Services Jump Start	<input type="checkbox"/>			
Golf Marketing Services Black Friday	<input type="checkbox"/>			
Digital Scorecard	<input type="checkbox"/>			
Digital Scorecard Set-up	<input type="checkbox"/>			

PROFESSIONAL SERVICES TOTAL 1000

TOTAL ANNUAL MSRP 9550

TOTAL ANNUAL DISCOUNT 2550

TOTAL ANNUAL PRICE DUE 7000

PAYMENT OPTIONS



MONTHLY PAYMENTS

CHECK BOX TO SELECT

You agree to pay Teesnap via monthly installments starting on _____ through the term and by the end of the term for the full value of the products listed above.



SIX MONTHLY PAYMENTS

CHECK BOX TO SELECT

You agree to Pay Teesnap via six monthly installments starting on _____ for six months for each year of this agreement through the term and by the end of the term for the full value of the products listed above.



ANNUAL PAYMENTS

CHECK BOX TO SELECT

Course agrees to Pay Teesnap via annual installments starting on _____ through the term and by the end of the term for the full value of the products listed above.



TEEPAY

CHECK BOX TO SELECT

Course agrees to provide Teesnap _____ players per day as payment for the products listed above. These players must be made available for sale on any day that the golf course is open and has availability throughout the term of this agreement.

FORMS OF PAYMENT

If a cash payment option is selected, the Client agrees to pay the Total Annual Price Due each year based on the payment schedule selected above. Payment is accepted through an Online PCI compliant invoicing system via ACH and auto-pay. Credit Card payments are available via request and are subject to a 3% processing fee. Check payments are only accepted for Clients who select an Annual payment method above. A one time \$99 non-refundable fee is due upon selection of a cash payment option with the exception of Annual. This fee shall automatically be credited against the first applicable payment due based on the cash payment option selected above. All payments associated with the Teesnap service are subject to applicable taxes. See Section 4 of this Agreement below for full terms and conditions.

TEEPAY

Teepay is an alternative payment method that allows the Course to provide Teesnap a mutually agreed upon number of players per day in exchange for products and services. A single "Player" is defined as one (1) individual 18-hole round (with cart) made available for sale by Teesnap for its own benefit. Each Player shall be made available for sale by beginning on the first day of the month and will be made available on subsequent days throughout the month. Teesnap will never sell more than the monthly agreed upon Player(s) unless otherwise agreed upon by the Client. The tee times of the individual 18-hole rounds provided as Player(s) shall be mutually agreed upon. Teesnap shall have the ability to sell Player(s) at a price that is at the discretion of Teesnap (except where mutually agreed upon). Player(s) will be available for purchase on the Client's website, marketplaces and outlets at the discretion of Teesnap. Teesnap will collect payments for TeePay Times and all applicable taxes directly from golfers. Throughout the term of this agreement, the Course agrees to use the Teesnap booking portal on their website as the sole provider for online tee time reservations. Additionally, any time where there are tee times available to the public, the Course agrees to ensure those times are available online for purchase through the Teesnap booking portal. If a course is found to be incentivizing customers to book offline or cancel online reservations to book offline, the course is subject to cancellation of the Teepay option at the course as well as immediate suspension using Teesnap POS Applications.

PROCESSING FEES

A 2.5 % processing fee will be charged on all Client credit and debit card transactions. The fee will be deducted from the Client's total credit and debit card activities each day. Sales tax is applicable on processing fees in the following states: CT, NM, OH, and the District of Columbia.

* Please note that for installment plans, tax rates for any taxes collected may be subject to change based on applicable government laws and/or regulations.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "Agreement"), effective as of ^{08/26/2024} (the "Effective Date"), is made and entered into by and between **Adam's Municipal Golf Course**, with its principal place of business at **5801 Tuxedo Blvd, Bartlesville, OK 74005-6** (hereinafter the "Customer"), and Teesnap, LLC, a Nevada limited liability company, with a registered address located at 10845 Griffith Peak Dr., STE 200, Las Vegas NV 89135 ("Teesnap"). Customer and Teesnap may be referred to individually as a "Party" and collectively as the "Parties." This

Agreement shall remain in effect for an initial term of **24** months, which may be extended, renewed, or terminated as set forth in Section 5 herein.

"Renewal Term" is specified in Section 5.1 and refers to the renewal period at the end of this agreement.

WHEREAS, Client wishes to purchase and utilize services and the system (the "System") provided by Teesnap.

WHEREAS, Teesnap provides technology services to Client and Restaurants to enable orders for food, beverages, Point-of-Sale, Reservations, and related products and services provided by the "Client" and facilitates payment to the "Client" for the purchases with a permitted Payment Method ("Payment Transactions").

NOW, THEREFORE, in consideration of the mutual promises contained herein and the agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Teesnap agree as follows:

SECTION 1. DESCRIPTION OF SERVICES

- 1.1** Upon implementation of the System, Teesnap will provide Client with access to its System and the selected services (the "Services") as described on page 2 of this Agreement.
- 1.2** Teesnap hereby grants Client a limited, non-transferable, and non-exclusive license to remotely access and use the System solely during the Term (as defined herein) of the Agreement. Except for this limited usage right during the Term, nothing in this Agreement grants Client any rights, title or interest in the System, Services, or any deliverables provided by Teesnap. Teesnap reserves the right to make changes and updates to the functionality and/or documentation of the System from time to time.

SECTION 2. TEESNAP ACCOUNT

- 2.1** Teesnap may conduct an installation and training session of the System. During this time, Teesnap and Client will work together to customize Client's account for the System. This includes, but is not limited to the following:
 - a. Customizing Client's account with Teesnap;
 - b. Customizing Client's administrative environment for all related personnel and products;
 - c. Customizing Client's products, including the cost and retail pricing for each product Client offers; and
 - d. All other steps required for the operation of the System.
- 2.2** Client's account will facilitate Client's use of the System and will allow Client to receive current reservations, sales related information, and other information pertaining to Client's relationship with Teesnap.
- 2.3** Teesnap is not and will not be liable for any loss or damage arising from Client's failure to manage and maintain its account. Each Client is solely responsible and liable for marketing, selling, pricing, packaging, and provision of any products or services offered through the Services in compliance with all applicable laws, regulations, and rules or industry standards ("Applicable Law"). Teesnap makes no representation or warranty regarding whether a Client holds any applicable permit, license, registration, or other credential for its business; whether representations by a Client are true or accurate; or whether a Client complies with Applicable Law, and Teesnap is not responsible for the quality of the products or services provided by the Client.

SECTION 3. SYSTEM PARTICIPATION

- 3.1 Client Offerings.** To participate in the System, Client must supply the content and images to describe and illustrate the Customer and its service offerings ("Client Offerings"), by completing and submitting, or authorizing an agent to complete and submit, the information to Teesnap. Client Offerings include, but are not limited to, tee time pricing, pricing on retail items, and pricing on food and beverage. Client is responsible and liable for all Client Offerings and terms, and for Teesnap's or any purchaser's use or reliance on any of the foregoing.
- 3.2 Promotion of Golf Course.** Teesnap reserves the right to market the Golf Course Offerings to the Golf Course customers. Teesnap will be responsible for creating and designing the email that will promote and market the Golf Course and the Golf Course Offerings by sending marketing emails to Golf Course customers. The Client acknowledges and agrees that it will, at all times, be in compliance with the CAN-SPAM Act. This includes, but not limited to, promptly honoring any opt-out/unsubscribe requests received from a customer. Teesnap does not warrant or guarantee the use of the System will result in any particular amount of revenue or profit to the Client.



- 3.3 Responsibility for Client Offering.** Client represents that all services provided by the Client for customers booking through the System will be consistent with prevailing industry standards for similar Clients in the area. Customer will be responsible for all customer service with respect to the Client Offerings. Teesnap shall have no liability for the nature, completeness, or accuracy of information provided by Client about the Clients Offerings or the fulfillment of the Client Offerings.
- 3.4 Processing of Sale.** All sales transactions for the Client will be processed through the System. Client agrees that the System will be the exclusive reservation and retail system used by the Client, and that all golf related commercial activities, including the reservation of calendar for tee times, will be booked through the System during the Term of this Agreement.
- 3.5 License to Client's Content.** During the Term of this Agreement, Client hereby grants Teesnap a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Client's content concerning the Client and the Client Offerings (including any trademarks, trade names, logos or copyrighted material of Client to be included in any advertising of the Client or Client Offerings) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of the Client and Client Offerings.
- 3.6 Client Data.** Client acknowledges that it will own all data collected by, or on behalf of, Teesnap pursuant to this Agreement, including all information and data of individuals who may or do purchase the Client Offerings ("Client Data"); provided, however, that Teesnap and its affiliates shall have the right to use any such data collected by it for marketing or other purposes. Teesnap affiliates shall not use Customer Data to compete with Client Offerings, but may use Client Data to market non-competing products and promotions to course customers. Teesnap shall take commercially reasonable efforts to protect the security of Client Data and comply with all laws relating to the processing of any Client Data, including any applicable subscribe/unsubscribe requirements with regard to email communications. If Client becomes aware of, or suspects, any unauthorized access to or use of Client Data by Teesnap, Client shall immediately notify Teesnap and shall cooperate with Teesnap in the investigation of such breach and the mitigation of any damages.
- 3.7 Press Release.** Teesnap may, in its sole discretion, include Client and the golf course in any press release regarding the Client Offerings described herein or otherwise identify Client as one of its Clients. Any press release Client may want to issue which includes Teesnap must be pre-approved in writing by Teesnap prior to release.
- 3.8 PCI Compliance.** Teesnap is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Teesnap. Documentation required for validation of this process or confirmation of completion is available upon request.
- 3.9 Hardware and Data Usage.** Client agrees to utilize the hardware exclusively for the purposes set forth in this Agreement. This includes limiting use to authorized apps, websites, and approved add-ons. Teesnap reserves the right to charge back any overages or fees and or suspend use due to misuse of data plans for non-transactional business use.

SECTION 4. PAYMENT TERMS

- 4.1 System Pricing.** In return for the Services and System provided by Teesnap to Client hereunder, Client shall deliver the number of Player(s) as set forth on page 2 of this Agreement if the Teepay option is selected. In the event that Teesnap is unable to generate enough anticipated revenue to be eligible via the Teepay option, Teesnap reserves the right to post double the agreed upon daily allotment but will never sell more than the original total monthly allotment. Total monthly allotment is defined as the total daily allotment multiplied by the amount of days in a given month. Additionally, Teesnap may work with the golf course on mutually agreeable alternative payment options.
- 4.2 Additional Fees.** If an ACH Electronic Funds Transfer debit request is not successful; Client will be subject to a \$25 transaction fee for each occurrence. Additionally, any aged balance beyond 30 days will be subject to a monthly late fee equal to 15% of the balance owed. All credit card payments for Teesnap services shall be subject to a 3% processing fee.
- 4.3 Currency.** All payments hereunder shall be in US Dollars (USD) and made by check, credit card, debit card, or ACH electronic transfer. Credit and debit card payments are subject to a processing fee as indicated in this Agreement.
- 4.4 Customer Sales and Payment Processing.** Teesnap will be responsible for processing all credit and debit card payments from Client's customers. Customer's name will be displayed on the customer's statement as the sales agent. The System will also track all cash transactions. The Client shall be responsible for handling and processing of all cash payments.
- 4.5 Payments to Customer.** The third-party payment card processor will process all credit and debit card activities for the Client. The third-party payment card processor will remit proceeds via Automated Clearing House (the "ACH") to Client account within two to three business days. Timing may change to many factors including, but not limited to, weekend, holidays and Client bank processing.
- 4.6 Taxes.**

Taxes Related to Customer Offerings:

Client shall be solely responsible for any taxes, levies, duties and/or similar governmental assessments (collectively, "Taxes") of any nature assessable by any jurisdiction whatsoever in connection with the purchase and/or use of Client Offerings. Client agrees to hold Teesnap harmless of any liability with respect to any such Taxes.



Taxes Related to Teesnap Services:

If the collection and remittance of Taxes to governmental bodies is applicable on Teesnap Services, Client agrees to pay Teesnap the amounts to be collected and remitted. Information on assessed and remitted taxes concerning Client's Teesnap Services will be provided to Client by Teesnap. Please note that any Taxes collected may be subject to change based on applicable government laws and/or regulations. If Client fails to pay applicable taxes, the Client is subject to immediate suspension and or termination.

4.7 Hardware. During the Term of this Agreement, or any renewal thereof, Teesnap agrees to replace, at no additional cost to Client, based on Teesnap's sole opinion and troubleshooting, any hardware provided under this Agreement that is deemed defective or inoperable. Client will be responsible for cost of the replacement of any hardware that is damaged by Client or any of its employees, agents or subcontractors.

4.8 Reports. Teesnap will provide comprehensive reports summarizing Client's activities for:

- a. Each Period;
- b. All tax related reporting including state, county, and local taxes; and
- c. Any other activity designated by Client

SECTION 5. TERM AND TERMINATION

5.1 Term. The duration of the Initial Term is set forth at the beginning of the Agreement. After the Initial Term, this Agreement shall be automatically extended for successive one (1) year periods (each a "Renewal Term") unless (a) either Party provides 60 days' advance written notice of its intent not to renew the Agreement prior to the end of the Initial Term or Renewal Term, as applicable, or (b) the Agreement is terminated earlier in accordance with Section 5.2 or 5.3 below. During any such Renewal Term shall be the same as that during the prior Term unless Teesnap has given Client written notice of a pricing increase at least thirty (30) days before the end of such prior Term, in which case the pricing increase shall be effective upon Renewal Term and thereafter. Any such pricing increase shall not exceed seven percent (7 percent) of the pricing for the relevant Services in the immediately prior Term unless the pricing in such prior Term was designated as promotional or one-time.

Promotional pricing ☒

5.2 Termination for Convenience. Either Party may terminate this agreement at any time, with or without further obligation, except for any outstanding and undisputed payments due to a Party, by providing the other Party with ninety (90) days' advance written notice, subject to the following: (a) no pre-paid fees will be refunded to the Client, and (b) Client shall pay Teesnap within fifteen (15) days from the date of termination, an early termination fee of fifty percent (50%) of the remaining balance in the then applicable Initial Term or Renewal Term. If Client is paying via Teepay, Client shall pay Teesnap, within fifteen (15) days from the date of termination, an early termination fee of one-thousand dollars (\$1,500) per month for each month remaining on then applicable Initial Term or Renewal Term. If Client terminates this Agreement for any reason prior to the Effective Date or within ninety (90) days from the Effective Date, Client shall pay Teesnap an additional flat fee of one thousand five hundred dollars (\$1,500) as reimbursement to Teesnap for travel expenses.

5.3 Termination by Breach of Agreement. In the event either Party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching Party may terminate this Agreement without any further delay or obligation hereunder. In the event of an early termination by Teesnap under this Section 5.3, no pre-paid fees will be refunded to Client.

5.4 Effects of Termination. If either Party terminates this Agreement per the provisions of section 5.2 or 5.3, Client shall i) forfeit any and all pre-paid expenses and fees; Teesnap shall have the right to debit via ACH, or charge a CCoF, for any and all outstanding payments due to Teesnap; to include Early Termination Fees outlined in section 5.2(b).

5.5 Equipment Return. Upon termination of this Agreement for any reason Client will, within fifteen (15) days from the date of termination, return all equipment leased to Client by Teesnap. If leased equipment is not returned, or is damaged upon receipt, Teesnap shall have the right to debit via ACH, or charge a CCoF, or seek other payment in the full replacement value for the leased equipment.

SECTION 6. GOLF MARKETING SERVICES

This Section only applies if Client purchases Golf Marketing Services Pro or Golf Marketing Services Jump Start.

6.1 Services. Client appoints Teesnap as its exclusive agent to market, provide guidance, intelligence, and to consult Client on marketing initiative(s). In this capacity, Teesnap shall have all powers as may be necessary and are expedient to carry out the purposes of and the transactions contemplated in this Agreement and will provide such insight as needed, as well as access to Teesnap's Golf Marketing Team. Teesnap will provide Client with the advertising services provided below. Should Client request Teesnap to perform additional services beyond what is provided below, Teesnap and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

6.2 Teesnap will provide the following Services to Client:

- a. Website Development or Augmentation
- b. Online Store Setup
- c. Email Marketing Management
- d. Social Media Management
- e. Other marketing tools as needed

Planning Calendar

Client and Teesnap agree that the planning and communication stage of this Agreement is essential to its success. Both Parties will, to the best of their abilities, meet via electronic meetings or in person to develop the yearly plan. In executing this plan, both Parties also agree that they must work together to make it successful in design and execution.

Website Management

Client and Teesnap agree that when new pages and new designs are required, both Parties will agree to the branding look and feel of such pages and that new page creation will not exceed four new pages in any given week.

Email Management

Client and Teesnap agree that Teesnap will provide drafts of emails to Client and Client will sign off on drafts before sends. Client and Teesnap agree that previously signed off on email templates may be sent without approval. Client agrees that no more than 10 email campaigns will be sent in any given week.

Paid Social Media

Client and Teesnap agree that Teesnap will have admin privileges to Facebook, Google, and LinkedIn. Client and Teesnap will agree on budget spend for any given strategy and that Client's credit card on file will be in good standing for such spending. This spending will be in addition to Teesnap Golf Marketing service cost.

SECTION 7. DISCLAIMER OF WARRANTIES, WAIVER, AND LIMITATION OF LIABILITY

7.1 Disclaimer of Warranties. You expressly understand and agree that your use of the services and all information, products, and other content (including that of third-parties) included in or accessible from the service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Neither Teesnap nor its third-party providers will be liable or responsible for any products or services provided by customer that are a cause of injury or that are unacceptable or do not meet your requirements or expectations.

Except for the express warranties set forth herein, Teesnap and its third-party providers hereby expressly disclaim all express or implied warranties with regard to the services and all information, products, and other content (including that of third-parties) included in or accessible from the services, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and quality. Teesnap relies upon customers to provide accurate allergen and dietary information and general product safety. Teesnap does not represent or warrant that the information accessible through the services is accurate, complete, reliable, current, or error-free, including, without limitation, menus, nutritional and allergen information, photos, food quality or descriptions, pricing, hours of operation, or reviews. All content is provided for informational purposes only. The reliance on any information provided through the service is solely at your own risk, including, without limitation, nutritional and allergen information.

Teesnap and its third-party providers make no representations or warranties regarding (i) whether the services will meet your requirements; (ii) the reliability, availability, timeliness, suitability, accuracy or completeness of the services; (iii) the results you may obtain by using the services; (iv) whether the operation or use of the services will be uninterrupted or error-free; or (v) whether the quality of the service, or products or service, information or other material purchased or obtained through the services will meet your expectations.

Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Teesnap or a third-party through or from the services will create any warranty not expressly stated in these terms.



You acknowledge that neither Teesnap nor its third-party providers controls the transfer of data over communications facilities, including the internet, and that neither Teesnap nor its third-party providers are responsible for any limitations, delays, or other problems inherent in the use of such communications facilities without limiting the foregoing, neither Teesnap nor its third-party providers warrants or guarantees that any or all security breaches or attacks will be discovered, reported, or remedied, or that there will not be any security breaches by third-parties.

- 7.2 Limitation of Teesnap's Liability.** In no event will Teesnap be liable under any contract, negligence, strict liability, or other theory, for any direct, indirect, special, punitive, incidental, exemplary or consequential damages, including but not limited to damages or lost profits, goodwill, use, data or other intangible losses, even if Teesnap has been advised of the possibility of such damages and even if a remedy set forth herein has failed its essential purpose. To the maximum extent permitted by law, Teesnap's aggregate liability to you or any third-parties in any circumstance is limited to one hundred dollars (\$100 USD).
- 7.3 State Exceptions.** Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, Teesnap's limitation of liability will be limited to the maximum extent permitted by law.
- 7.4 Reliance on Limitations.** Each party acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.
- 7.5 Force Majeure.** Teesnap will not be liable for any failure or delay resulting from any condition beyond its reasonable control, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

SECTION 8. DATA SECURITY

- 8.1 Data Security Practices.** Customer agrees to use security technologies and techniques in accordance with industry best practices, including those relating to the prevention and detection of unauthorized use and access of systems and networks. A "Security Breach" is any act or omission that results in: (i) the unauthorized access or use of confidential information; or (ii) a breach of the physical, technical, administrative or organizational safeguards put in place by the either Party, that relate to the protection of the security, confidentiality, or integrity of confidential information. In the event of a Security Breach, Customer shall provide Teesnap with the name and contact information for a Customer employee or position which shall serve as Teesnap's primary contact and shall be available to assist Teesnap twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach. To the extent permitted by law and law enforcement authorities, Customer shall notify Teesnap of a Security Breach as soon as practicable by phone and in writing, but no later than twenty-four (24) hours after Customer becomes aware of it. Immediately following Customer's notification to Teesnap of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach.
- 8.2 Data Protection Regulations.** Customer shall, at all times, maintain policies, practices and procedures sufficient to comply with data protection regulations such as the EU General Data Protection Regulation, or the California Consumer Privacy Act (to take effect on January 1, 2020). In the event Customer is found to be in violation of such data protection regulations or similar laws, Customer shall indemnify and hold harmless Teesnap from any claims, demands, or liability arising from Customer's breach or violation of the same.
- 8.3 Modification of Terms.** Teesnap reserves the right to modify any portion of these Terms of Service at any time in its sole discretion by notifying you of any changes by electronic mail, posting of the updated Terms of Service on its Website, or delivering an alert through the Application. The changes will become effective, and shall be deemed accepted by you, upon the effective date stated or initial posting/delivery date (if none is stated) and shall be effective on a going-forward basis. If you do not agree to these Terms of Service or any updated version of the Terms of Service, your sole and exclusive remedy is to terminate your use of the Services.
- 8.4 Miscellaneous.** Any action, claim, or dispute related to these Terms of Service will be governed by the laws of Nevada, excluding its conflicts of law provisions, and controlling U.S. federal law. The Uniform Computer Information Transactions Act will not apply to these Terms of Service. If any provision of these Terms of Service Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Service, which will remain in full force and effect. Failure of Teesnap to act on or enforce any provision of these Terms of Service will not be construed as a waiver of that provision or any other provision herein. No waiver will be effective against Teesnap unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Teesnap and Customer, these Terms of Service constitute the entire agreement between you and Teesnap with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between you and Teesnap with respect to the subject matter. The section headings are provided merely for convenience and will not be given any legal import. These Terms of Service will inure to the benefit of our successors and assigns. You may not assign these Terms of Service without our prior written consent. Any information submitted or provided by you to the Services might be publicly accessible. Important and private information should be protected by you.



IN WITNESS WHEREOF, the Parties have agreed to the terms of this Agreement as of the Effective Date.

Adam's Municipal Golf Course

Client

Date

Signature

Matt McCollough

Printed Name

Information Technology Director

Title

Teesnap, LLC

Date

Signature

Matt Estrada

Name

Manager Client Success

Title



REFERRAL PROGRAM

We love our clients, and by extension, we love our clients' friends. That's why we're offering a new benefit for those who refer a friend to us and they sign up with Teesnap. For every course that you refer, we will give you a \$500 gift card. There is no limit to how many you introduce to us! We will send out the gift card 30 days after the course goes live and has made their first full monthly payment to Teesnap.

Please complete the section below:

REFERRAL 1

Golf Course Name

Contact Name

Phone Number

Email

Notes

REFERRAL 2

Golf Course Name

Contact Name

Phone Number

Email

Notes

REFERRAL 3

Golf Course Name

Contact Name

Phone Number

Email

Notes

REFERRAL 4

Golf Course Name

Contact Name

Phone Number

Email

Notes

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between John C. Holden and the City of Bartlesville for Code Enforcement Hearing Examiner services.

Exhibits/Attachments: Code Enforcement Hearing Examiner Services Agreement

II. STAFF COMMENTS AND ANALYSIS

The Hearing Examiner for City code enforcement administrative hearings has been staffed by the Special Projects Manager in the Community Development Department over the past four years. Prior to that, the position was staffed by the Community Development Director. The Community Development Department seeks to have this position staffed by a non-City employee, outside contractor, appointed by the City Manager, to free up staff time for work on other matters, and so that the Hearing Examiner position is an independent adjudicator separate from the Community Development Department that has code enforcement investigative responsibilities.

The candidate for the Hearing Examiner position is Mr. John C. Holden, an attorney licensed in Oklahoma, in good standing, who resides in Washington County. He has experience as a municipal court judge for the City of Dewey, and also has a private practice that includes work in elder care law and estate planning.

III. RECOMMENDED ACTION

Staff recommends approval of this agreement between John C. Holden and the City of Bartlesville for Code Enforcement Hearing Examiner services.

CODE ENFORCEMENT HEARING EXAMINER AGREEMENT

This Agreement is made and entered into this 5th day of August, 2024, by and between the City of Bartlesville, Oklahoma (hereinafter referred to as “City”) and John C. Holden (hereinafter referred to as “Mr. Holden”) for the purpose of memorializing the agreement and understanding of the parties with respect to the request for legal services to be provided by Mr. Holden upon his appointment to serve as the Code Enforcement Hearing Examiner for the City.

WHEREAS, City has, by adopting Article 5, Section 12(a) of its Amended Charter, imbued the City Manager with the power and authority to “... [a]ppoint and, when necessary for the good of the service, remove all administrative officers and employees of the city, except as otherwise provided by this Amended Charter.” ; and

WHEREAS, City Manager, in consultation with the Director of Community Development, has determined that it is in the best interests of the City to secure the services of an independent individual who is not employed by the Community Development Department to provide administrative and legal services to the City and to conduct hearings and render determinations pursuant to Chapter 11, Public Nuisances and Property Enhancements of the Bartlesville, Oklahoma Municipal Code and related provisions.

WHEREAS, Mr. Holden has represented to the City that he is an attorney in good standing with the Oklahoma Bar Association and that he resides within Washington County, Oklahoma.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth, the parties agree as follows:

- 1.) That the City Manager, having determined that Mr. Holden is a duly licensed attorney residing in Washington County, Oklahoma, has, upon the recommendation and advice of the Director of Community Development Department, has selected Mr. Holden for appointment as a City Hearing Examiner for a term of one year.
- 2.) That Mr. Holden acknowledges and understands that the Code Enforcement Hearing Examiner shall be responsible for the following:
 - a. Preside over all scheduled code enforcement hearings and during such hearings administer oaths when required.
 - b. Upon the conclusion of all scheduled code enforcement hearings, issue and enforce all proper Orders along with all necessary Notices of Violation and Orders of Abatement.

- c. Provide advice, consultation and recommendations to the administrative staff of the Community Development Department, as identified and directed.
 - d. Upon request, provide the Community Development Director, City Manager and/or City Council with periodic reports with respect to the disposition of all cases relating to City Municipal Code, Chapter 11, Public Nuisances and Property Enhancements, and related provisions.
 - e. Upon request, appear before the City Council to answer any and all questions relative to any and all appeals to the City Council from prior Orders of Violation and Abatement issued by the hearing examiner.
- 3.) Mr. Holden covenants that he will, to the best of his skill, knowledge and ability, so conduct himself and the administrative hearings in a fair, respectful and impartial manner consistent with existing City Ordinances and Oklahoma State Statutes.
- 4.) Mr. Holden further covenants that he will respect each and every individual who may appear before him and will use his best efforts to accomplish and fulfill all of the tasks that are identified above in paragraph 2.
- 5.) For and in consideration of the services rendered and to be rendered, the City hereby covenants that it will pay Mr. Holden in per appearance installments of \$500 per hearing appearance, for up to two (2) hearings per month.
- 6.) Mr. Holden will complete certification training as adopted and administered by the Oklahoma Code Enforcement Association, or an internationally recognized model code organization, or a career technical education program, or an institution of higher education, within one (1) year of assignment of City of Bartlesville case load. The expense of such training will be paid by the City when taken during the term of this agreement.
- 7.) The initial term of this Agreement shall be for a term of one (1) year and shall expire on the 5th day of August, 2025. Provided; however, that the City Manager may review and consider the performance of Mr. Holden as a Code Enforcement Hearing Examiner. Provided further, that the City Manager may for good cause and/or for dereliction of the duties assigned, terminate this Agreement upon thirty (30) days' notice.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate originals on this ____ day of _____, 202__.

JOHN C. HOLDEN

CITY OF BARTLESVILLE

(Signature)

By _____

Mike Bailey
City Manager

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 possible action to approve a Mutual Aid Agreement between Phillips 66 Research Center-Emergency Response Team (PRCERT) and the Bartlesville Fire Department (BFD) to provide additional resources through cooperation when needed for emergency incidents including those occurring on any Phillips 66 property.

Attachments: Mutual Aid Agreement

II. STAFF COMMENTS AND ANALYSIS

This is a renewal of the mutual aid agreement already in place between the Bartlesville Fire Department and the Phillips 66 Research Center – Emergency Response Team. Mr. Kane has reviewed the agreement.

III. BUDGET IMPACT

Minimal – We have not responded to any major incidents at the Phillips 66 Research Center over the past several years. The PRC-ERT has responded to incidents outside of the P66 Research Center property in the past.

IV. RECOMMENDED ACTION

City staff recommends approval of the Mutual Aid Agreement at the next City Council Meeting.



MUTUAL AID AGREEMENT

Between

**Phillips 66 Research Center - Emergency Response Team (PRC
ERT)**

and

**the Bartlesville Fire Department
(BFD)**

PURPOSE

The purpose of this agreement is to provide the Phillips 66 Company (Phillips 66 Research Center Emergency Response Team (PRC ERT)) and the Bartlesville Fire Department (BFD), together the "Parties" with additional Resources through cooperation when needed for emergency incidents including those occurring on any Phillips 66 property.

DEFINITIONS

As used in this Agreement, "Resources" means equipment and supplies such as firefighting foam absorbent materials, air monitoring equipment and rescue equipment. "Resources" does not include personnel as personnel sharing is addressed separately.

"Incident" means any occurrence, including but not limited to a chemical spill, fire, conflagration or explosion of the type that emergency responders would normally be called to respond.

EFFECTIVE DATE

This Mutual Aid Agreement ("Agreement") shall become effective on the date signed by the authorized representative of each of the Parties. The Agreement shall continue in force and effect thereafter, unless terminated as provided for below.

AMENDMENT OF THIS AGREEMENT

A review or amendment of the Agreement may be requested by either of the Parties. Any amendment shall become effective on the date signed by the authorized representative of each of the Parties.

TERMINATION OF THIS AGREEMENT

Either of the Parties may terminate this Agreement by providing notice to the other Party at least 30 days in advance of the termination. Such notice shall be signed by the Authorized Representative of the Party.

COORDINATION

The BFD and the PRC ERT shall conduct coordination sessions to become familiar with each other's equipment, procedures, and personnel. The Parties will periodically participate together in drills that simulate actual incidents the Parties might respond to in accordance with this Agreement.

REQUESTING AND RECEIVING AID UNDER THIS AGREEMENT

Requests for assistance under the terms of this agreement ("Mutual Aid") shall be made by the highest-ranking authorized representative of the requesting party. A request for Mutual Aid can be any of the following scenarios:

1. BFD request for assistance from the PRC ERT at Phillips 66 Properties. BFD will be the primary responding agency to all Incidents at the Phillips 66 downtown complex, Airport, and other buildings owned by Phillips 66 outside of the Phillips Research Center. If the BFD determines additional Resources are needed for responding to an Incident involving any of these facilities, the BFD can make a request to the PRC ERT by contacting the Downtown Complex Incident Commander who will contact the PRC Shift Superintendent or the Shift Superintendent directly at 918-977-7301. Resources and PRC-ERT personnel, if available, will be provided to the BFD at the sole discretion of the Downtown Complex Incident Commander or their designee. At the request of BFD, PRC ERT members may assist BFD in the cold and warm zones at their sole discretion but are not allowed to make entry into the Hot Zone. PRC ERT members will not be used for any type of interior or exterior structural fire attack or search & rescue activity; PRC ERT members are not allowed on the "fire floor".
2. BFD request for Resources from the PRC ERT to respond to other community needs when the BFD does not have adequate Resources. The BFD can request Resources from the PRC ERT for use by the BFD if they have exhausted their own supplies and need additional Resources. The request shall specify the type of equipment or supplies that are needed. The staging location for the Resources must also be communicated. This request must be made to the PRC Shift Superintendent by calling 918-977-7301. PRC ERT will provide Resources only. No personnel will be supplied under this paragraph. Resources will only be supplied if Phillips 66, in its sole judgment and discretion, determines that such Resources are available and can be supplied. There is no obligation for Phillips 66 or the PRC ERT to supply any Resources under this paragraph.

PHILLIPS 66 HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND RECIPIENT HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO ANY RESOURCES SUPPLIED UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. BFD ACKNOWLEDGES AND AGREES THAT NEITHER PHILLIPS 66 NOR ANYONE ACTING FOR OR ON BEHALF OF PHILLIPS 66 HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING ANY RESOURCES SUPPLIED UNDER THIS PARAGRAPH, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT BFD HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF PHILLIPS 66 OR ANYONE ACTING FOR OR ON BEHALF OF PHILLIPS 66, AND THAT ALL MATTERS CONCERNING THE FOAM HAVE BEEN INDEPENDENTLY VERIFIED BY BFD. BFD FURTHER ACKNOWLEDGES AND AGREES THAT BFD HAS MADE A COMPLETE INSPECTION OF THE RESOURCES SUPPLIED UNDER THIS PARAGRAPH AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT RECIPIENT ACCEPTS THE RESOURCES SUPPLIED UNDER THIS PARAGRAPH "AS IS", "WHERE IS", WITH ALL FAULTS AND IN ITS PRESENT CONDITION. 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.

3. PRC ERT requesting personnel and Resources from the BFD. The PRC ERT will be the primary response organization responding to Incidents at the Phillips 66 Research Center complex. If the PRC ERT determines that additional Resources would assist in a response under this paragraph, additional equipment and personnel can be requested from the BFD. This request will be made by the PRC Incident Commander. He/she will have Security request BFD by contacting local dispatch via 911.

PERSONNEL

The PRC ERT will only provide personnel to an Incident as outlined in this Agreement. It is the responsibility of the Bartlesville Fire Chief and the PRC Incident Commander to assure that any personnel responding under the terms of this Mutual Aid agreement are members in good standing of his/her department and are adequately trained to safely perform the requested duty.

AQUEOUS FILM FORMING FOAM

No Aqueous Film Forming Foam, commonly referred to as AFFF, will be requested or provided under this Agreement.

LIABILITY AND INSURANCE

Each Party to this Agreement shall assume all liability and responsibility for the death of, or injury to, all responding personnel of their own department or, in the case of Phillips 66, their own employees or agents and shall release, indemnify and hold the other Party harmless from such liability. Each Party to this agreement shall assume liability and responsibility for any damage to, or loss of, their own equipment and/or apparatus, or damage to, or loss of, any personal property belonging to their own members and shall release, indemnify and hold the other Party harmless from such liability.

COSTS DUE TO SERVICE RENDERED UNDER THIS AGREEMENT

Each Party to this Agreement shall be responsible for all costs of any type associated with equipment or personnel supplied under this Agreement.

COMMAND STRUCTURE

The Incident Command System will be used, with the Incident Commander of the requesting Party or his/her designee acting as Incident Commander. In cases where a Party's Technical Rescue, Hazardous Material, or other specialized team is requested, the Party having jurisdiction shall maintain command responsibility for the scene until all specialized operations are concluded. The Incident Commander or his/her designee shall maintain full and complete control of all responding units until the emergency is terminated. The Incident Commander of the responding party shall report to the Incident Commander and act as a subordinate to the Incident Commander. The Incident Commander shall notify responding units of their assignments and equipment placement. All responding personnel and equipment shall be under the command of their own officers who shall receive their orders from the Incident Commander. The Incident Commander may delegate phases of operational strategy and tactics to officers and departments responding to the call for aid.

YEARLY STATUS REPORT

Each year the agreement is in effect both parties shall exchange a status report with each other in January. It shall contain the following information.

1. For the BFD – the Number of members in the department and rank or title of each person. For the BRC ERT – the Number of members and the title of each member.
2. Number of pieces of apparatus and unit numbers
 - a. Pumpers (to include capacity)
 - b. Aerial Apparatus (type and length)
 - c. Chemical spill response equipment (firefighting foam, absorbent materials, etc.)
 - d. Specialized Equipment (Rescue, Rehab, Air/Support, etc.)

Signature of Authority Having Jurisdiction for Bartlesville Fire Department:

_____ Title _____ Date _____

Signature of Authority Representative of Phillips 66 Company:

_____ Title _____ Date _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between Cathy Wilson and William Thompson and the City of Bartlesville, for the voluntary demolition of a dilapidated structure on property addressed as 1311 NW Cudahy St.

Exhibits/Attachments:

Exhibit A:	Aerial Image	Exhibit D:	Notice of Dilapidation and Lien
Exhibit B:	Zoning Map	Exhibit E:	NZOD Map excerpts
Exhibit C:	Photos of Dilapidated Structure	Exhibit F:	Voluntary Demolition Agreement

An accessory building at 1311 NW Cudahy St. (Lots 10, 11 & 12, Block 9, Keeler's Addition), at the southwest corner of the intersection of Cudahy Street and alleyway, was found to be dilapidated and a public nuisance by the City Neighborhood Services Staff and the Administrative Hearing Examiner of the City of Bartlesville at a hearing on March 21, 2024. The City filed a Notice of Dilapidation and Lien on the property at the Washington County Clerk's office on March 22, 2024 (**Exhibit D**), giving the owner 30 days to demolish and remove the structure, or else the City would do so after that time, and bill the owner for the cost. The owner acknowledges the structure is dilapidated.

II. STAFF COMMENTS AND ANALYSIS

The owner requested assistance under the City's Voluntary Demolition Program ("program"). The City obtained a quote from a demolition contractor for \$4,950 to demolish and remove the accessory structure. Under the program, the owner pays \$1.00 per square foot, plus any remaining cost exceeding the City's maximum contribution of \$3,000. The owner also pays the City a \$100 administration fee. The allocation of the cost in this case is as follows:

City contractor quote:	Owner pays:	\$ 1,950
<u>\$ 4,950</u>	City contribution:	\$ <u>3,000</u>
	Total Demolition Cost:	\$ <u>4,950</u>
Owner's Total Cost	Owner's share of demolition cost:	\$ 1,950
Summary:	Administration fee:	\$ <u>100</u>
	Owner's Total Cost:	\$ <u>2,050</u>

This parcel is in the National Zinc Overlay District (NZOD), but there are no additional actions needed or costs to be incurred at this time. Lot 11 was sampled and did not target. Lots 10 and 12 were sampled, targeted and remediated. See NZOD Final Report Maps (**Exhibit E**).

The owner has agreed to enter into an agreement with the City (**Exhibit F**) under the terms of the City's Voluntary Demolition Program.

III. RECOMMENDED ACTION

Staff recommends approval of this agreement between Cathy Wilson, William Thompson and the City of Bartlesville for the voluntary demolition of the dilapidated structures on property addressed as 1311 NW Cudahy St.

EXHIBIT A—Aerial Image: 1311 NW Cudahy St. (Lots 10, 11 & 12, Block 9, Keeler’s Addition)

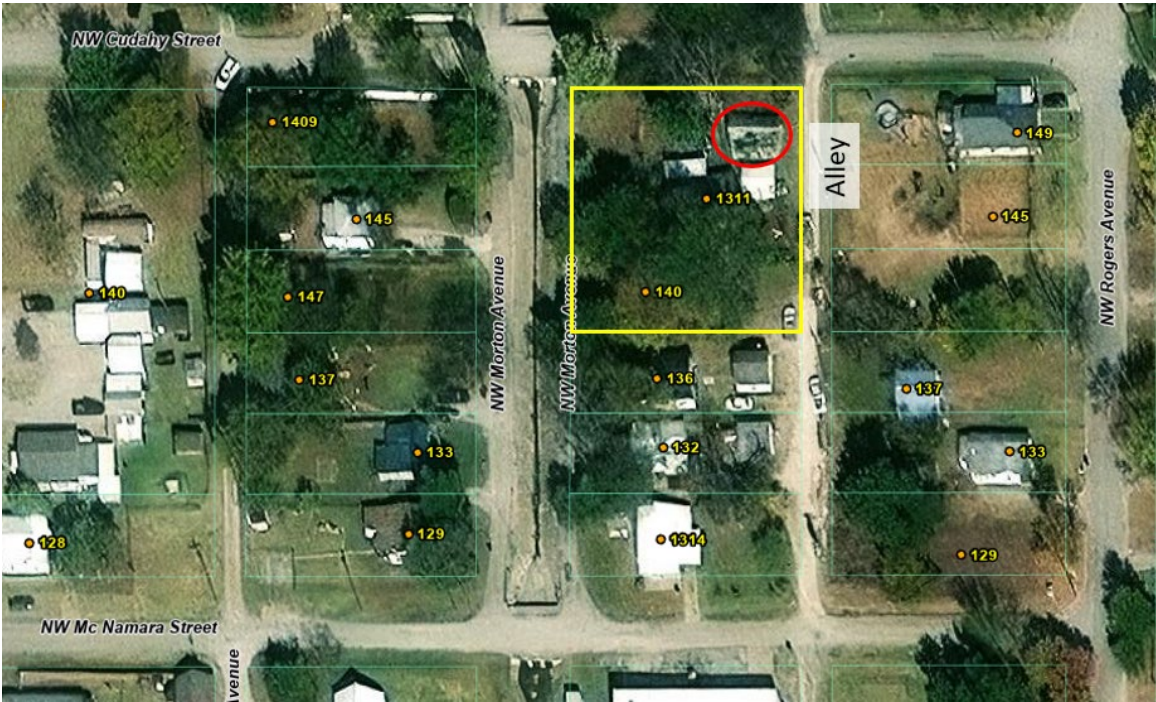


EXHIBIT B—Zoning



EXHIBIT C: Photos of Property: 1311 NW Cudahy St. (Lots 10, 11 & 12, Block 9, Keeler's Addition)





**NOTICE OF DILAPIDATION
AND LIEN CLAIM**

City of Bartlesville, Oklahoma
City Clerk's Office

**PUBLIC NOTICE OF DILAPIDATION: STRUCTURE UNFIT FOR OCCUPANCY
ORDER TO DEMOLISH AND REMOVE; CITY LIEN CLAIM**

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

CASE NO: DS-0224-0267

Owner of Record: WILSON, CATHY & WILLIAM THOMPSON
1311 CUDAHY DR
BARTLESVILLE, OK 74003-0000

Property Location: 1311 NW CUDAHY ST

Legal Description: LOTS 10, 11 12 BLK 9 KEELERS ADDN, Bartlesville, Washington County, Oklahoma

Hearing Date: 03/21/2024

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O.S. Section 22-112, on 03/21/2024 concerning the existence of one or more dilapidated structures (hereinafter referred to as "dilapidated structure") on the property as identified above, which has been declared a public nuisance in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma.

At said hearing, determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Washington County, Oklahoma, and in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma and Oklahoma State Law. At said hearing, the owner failed to show cause why said nuisance should not be abated by the City and the expense thereof charged against the property as authorized by Oklahoma State Law.

As a result of this hearing, the Hearing Officer found that through neglect or injury, one or more structures located on the property is dilapidated as defined by Oklahoma State Law, and that said dilapidated structure has become detrimental to the health, safety or welfare of the general public and the community, or creates a fire hazard which is dangerous to other property. As such, the Hearing Officer found that the property would be benefited by the removal of said dilapidated structure and has ordered such

On 03/21/2024, the Hearing Officer ordered the property owner as identified above to tear down and remove the dilapidated structure and set reasonable dates as identified below for the commencement and completion of this work. A demolition permit must be obtained from the City of Bartlesville Chief Building Official or his designee before the demolition can be commenced.

Commencement Date: 3/23/24

Completion Date: 4/23/24

If the property owner fails to complete this work by the completion date identified above, the Hearing Officer has ordered that authorized officers of the City of Bartlesville, Oklahoma, or designated agents thereof, to take corrective action to dismantle and remove said dilapidated structure existing upon the property by any legal procedure necessary and to report the cost thereof to the Hearing Officer. The demolition and removal of said dilapidated structure by the City will begin after the above identified completion date if an inspection of the property confirms that the dilapidated structure still exists on the property. This document shall serve as constructive notice to subsequent property owners, purchasers, mortgagees, encumbrancers, or creditors from the time it is filed with the Washington County Clerk's Office.

A bill for all actual costs and expenses associated with the abatement of this public nuisance shall be prepared by the City Clerk and mailed to the property owner shown above. Should said bill not be paid in full within the time period identified therein, said actual costs and expenses shall be certified to the County Treasurer of Washington County, Oklahoma and shall be placed on the tax rolls for said property, and thereby become a lien against the property. The City of Bartlesville claims a lien on this property for the actual costs and expenses of dismantling and removing said dilapidated structure, and such costs are the personal obligation of the property owner, their successors, and assigns from and after date of filing this Notice of Dilapidation and Lien Claim. The actual amount of said lien will be filed once the dismantling and removal is completed by the City.

Date of Lien Notice

CITY SEAL



STATE OF OKLAHOMA

COUNTY OF WASHINGTON

Jason Muninger
 Jason Muninger, City Clerk
 City of Bartlesville

Before me, the undersigned Notary Public in and for said County and State, on this 22nd day of March, 2024, personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Bartlesville, for the uses and purposes herein set forth.

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

my Commission Expires Jan 17, 26

Karen M. Tamer

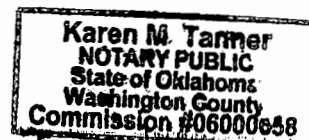


EXHIBIT E: NZOD Map Excerpts: 1311 NW Cudahy St. (Lots 10, 11 & 12, Block 9, Keeler's Addition)

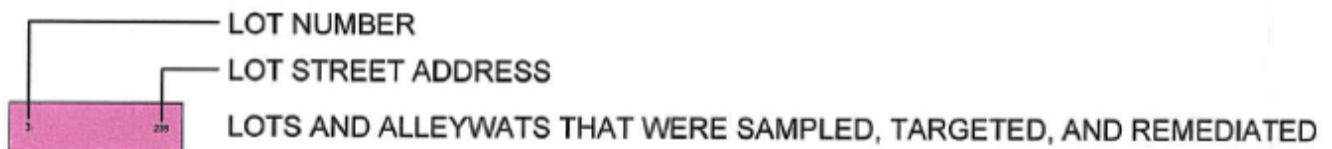
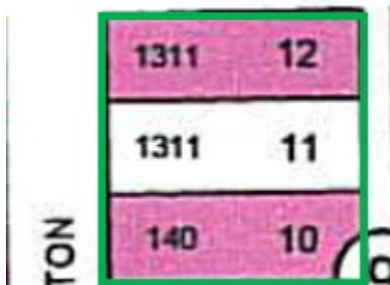
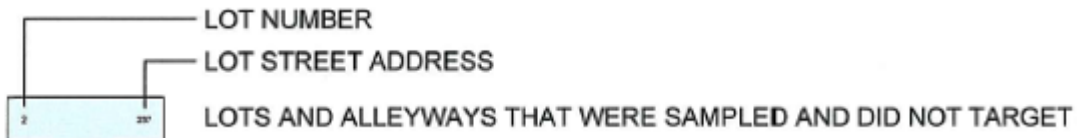
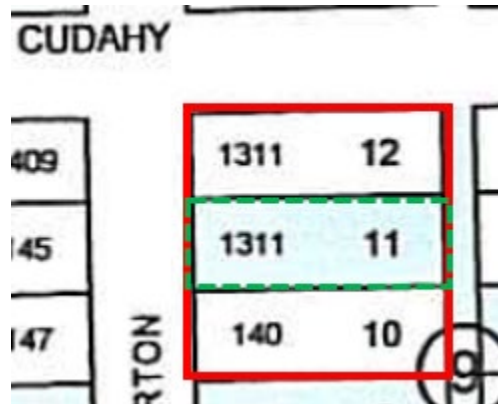


EXHIBIT F: Voluntary Demolition Agreement

**1311 NW Cudahy St. (Lots 10, 11 & 12, Block 9, Keeler's
Addition)**

PROPERTY OWNER CONSENT DEMOLITION PROGRAM
City of Bartlesville, Oklahoma
RELEASE AND AGREEMENT
VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract
Case No. DS-0224-0267

This Release and Agreement is hereby made and entered into this 5th day of August, 2024 by and between the City of Bartlesville, Oklahoma, a municipal corporation, hereinafter referred to as City, and CATHY WILSON & WILLIAM THOMPSON, hereinafter referred to as Owners.

Whereas, CATHY WILSON & WILLIAM THOMPSON are the Owners, free and clear of any outstanding liens, mortgages, and encumbrances of the real property located at and described in the following legal description: LOTS 10, 11 & 12 BLK 9 KEELERS ADDN and addressed as 1311 NW CUDAHY ST;

Whereas, Owner owns a vacant substandard, deteriorated, or dilapidated building located on the above-described property; and,

Whereas, Owner desires to have the building removed from the property and acknowledges that its removal is for the betterment of the public's health, safety, and welfare; and,

Whereas, City is willing to remove the building by demolition to be conducted by a contractor chosen by the City of Bartlesville; and,

Whereas, Owner is agreeable to allowing the city to demolish the building, remove all demolition debris and grade the site at the above location; and,

Whereas, for and in consideration of the City of Bartlesville providing services in the form of removing a building owned by and with consent by Owner, that a fee shall apply.

Now, therefore, Owner and City agree as follows:

1. This Release and Agreement is entered into voluntarily and is intended to release the City of Bartlesville, its officers and employees, and agents thereof, for any and all claims that may occur as a result of services performed.
2. City shall remove the building described above by demolition with voluntary consent of Owner. Owner acknowledges the vacant structure is in a substandard, deteriorated, or dilapidated condition, and that its removal benefits the public's health, safety, and welfare.
3. For and in consideration of the City providing services in the form of removing a building owned by and with consent by Owner, for demolition of the structure, removal of demolition debris and site grading, City will be paid by the Owner an administrative fee of **\$100**, plus a fee in the amount of \$1.00 per square foot, and additional fees, if any, that exceed the City's maximum participation of \$3,000.00, that is, **\$1,950.00** total to be paid in full by the Owner to the Contractor by certified check, made payable to the contractor, and collected by the City to forward to the contractor, upon the parties signing/accepting the terms of this agreement. In the event the check or financial instrument fails to clear, this contract/agreement shall become null and void. Upon the Owner's check or

financial instrument clearing the financial institution, the actual work may proceed. The remaining cost to the contractor is **\$3,000.00** and will be paid by the City upon completion of the work.

4. Owner certifies that no liens, mortgages or other ownership(s) exist concerning said property. Furthermore, any and all insurance policies covering the building, and/or any personal contents contained therein, have been cancelled and removed, and are, therefore, no longer in force and effect.
5. Owner shall indemnify and hold City harmless of and from any and all claims, suits, actions, or judgments, including all expenses, attorney fees, witness fees, cost of defending any such action or claim, or appeals, therefrom, arising out of the City of Bartlesville's demolition of the building.
6. Owner certifies that there are no hazardous materials located, stored, kept, maintained or possessed on or about the above-described property.

APPROVED BY OWNERS:

APPROVED BY CITY:

Cathy Wilson Date: _____

Dale Copeland, Mayor

William Thompson Date: _____

Date

ATTEST:

SUBSCRIBED AND SWORN to before me this
____ day of _____, 202_.

City Clerk

NOTARY PUBLIC

(City Seal)

My Commission Expires: _____

Commission Number: _____

VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract

IF THE PROPERTY IN QUESTION IS LOCATED WITHIN THE ZINC OVERLAY DISTRICT, AND IF REQUIRED, THE CITY WILL COLLECT THE SOIL SAMPLES AND HAVE THEM TESTED AT OWNERS' EXPENSE. SHOULD THE SOIL TEST POSITIVE FOR CONTAMINATION AND REQUIRE REMEDIATION, THIS WILL BE THE PROPERTY OWNERS' RESPONSIBILITY, IN THE EVENT THAT THE CONCRETE SLABS/FOUNDATION ARE REMOVED.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between Barbara F. Pace and the City of Bartlesville, for the voluntary demolition of dilapidated structures on property addressed as 141 NW Margarite Ave.

Exhibits/Attachments:

Exhibit A:	Aerial Image	Exhibit D:	Notice of Dilapidation and Lien
Exhibit B:	Zoning Map	Exhibit E:	NZOD Map excerpt
Exhibit C:	Photos of Dilapidated Structures	Exhibit F:	Voluntary Demolition Agreement

The house and accessory building at 141 NW Margarite Avenue (Lot 3, Block 3, Joseph C. Keeler's 2nd Addition) were found to be dilapidated and a public nuisance by the City Neighborhood Services Staff and the Administrative Hearing Examiner of the City of Bartlesville at a hearing on May 2, 2024. The City filed a Notice of Dilapidation and Lien on the property at the Washington County Clerk's office on May 3, 2024 (**Exhibit D**), giving the owner 30 days to demolish and remove the structures, or else the City would do so after that time, and bill the owner for the cost. The owner acknowledges the structures are dilapidated.

II. STAFF COMMENTS AND ANALYSIS

The owner requested assistance under the City's Voluntary Demolition Program ("program"). The City obtained a quote from a demolition contractor for \$3,250 to demolish and remove the house and accessory structure. Under the program, the owner pays \$1.00 per square foot, plus any remaining cost exceeding the City's maximum contribution of \$3,000. The owner also pays the City a \$100 administration fee. The allocation of the cost in this case is as follows:

City contractor quote:	Owner pays:	\$ 448
	City contribution:	\$ <u>2,802</u>
<u>\$ 3,250</u>	Total Demolition Cost:	\$ <u>3,250</u>
Owner's Total Cost	Owner's share of demolition cost:	\$ 448
Summary:	Administration fee:	\$ <u>100</u>
	Owner's Total Cost:	\$ <u>548</u>

This lot is in the National Zinc Overlay District (NZOD), and there are no additional actions needed or costs to be incurred at this time. This lot was sampled, targeted, and remediated. See NZOD Final Report Map excerpt (**Exhibit E**).

The owner has agreed to enter into an agreement with the City (**Exhibit F**) under the terms of that program.

III. RECOMMENDED ACTION

Staff recommends approval of this agreement between Barbara F. Pace and the City of Bartlesville for the voluntary demolition of the dilapidated structures on property addressed as 141 NW Margarite Ave.

EXHIBIT A—Aerial Image: 141 NW Margarite Ave. (Lot 3, Block 3, Joseph C. Keeler’s 2nd Addition)

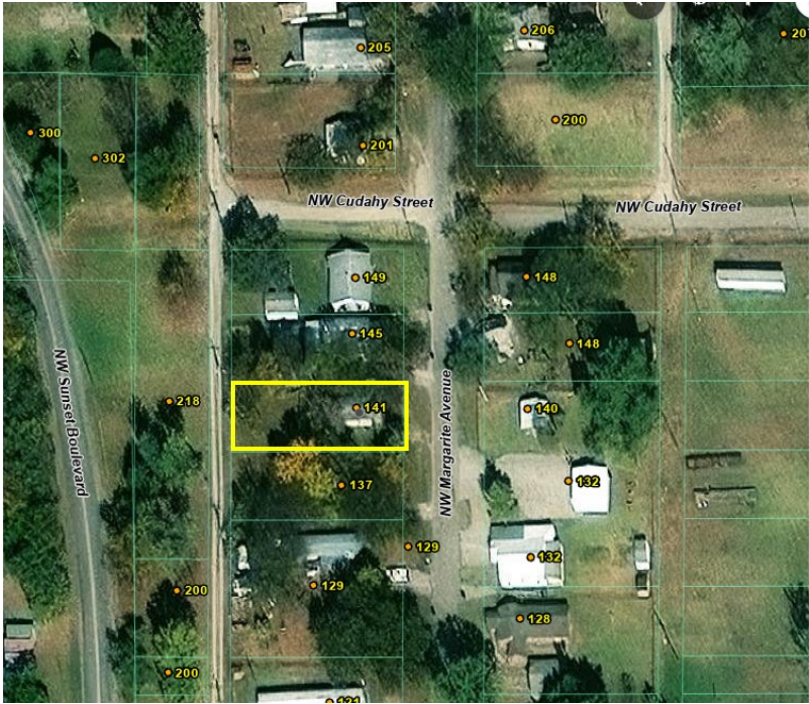


EXHIBIT B—Zoning

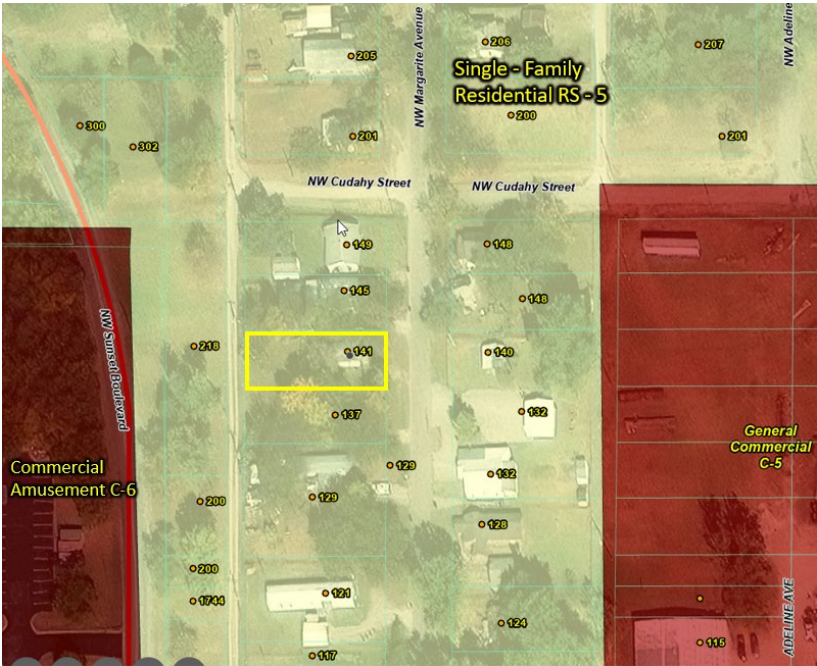


EXHIBIT C—Photos of Property: 141 NW Margarite Ave. (Lot 3, Block 3, Joseph C. Keeler's 2nd Addition)






NOTICE OF DILAPIDATION
AND LIEN CLAIM
City of Bartlesville, Oklahoma
City Clerk's Office

**PUBLIC NOTICE OF DILAPIDATION: STRUCTURE UNFIT FOR OCCUPANCY
ORDER TO DEMOLISH AND REMOVE; CITY LIEN CLAIM**

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

CASE NO: DS-0324-0290
Owner of Record: PACE, BARBARA F
394160 W 2900 RD
OCHELATA, OK 74051-2401
Property Location: 141 NW MARGARITE AVE
Legal Description: LOT 3 BLK 3 JOS C KEELERS 2ND, Bartlesville, Washington County, Oklahoma

I-2024-003237 Book 1219 Pg 9
05/03/2024 8:39am Pg 0009-0009
Fee: \$18.00 Doc: \$0.00
Annette Smith - Washington County Clerk
State of Oklahoma *SS*



Hearing Date: 05/02/2024

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O.S. Section 22-112, on 05/02/2024 concerning the existence of one or more dilapidated structures (hereinafter referred to as "dilapidated structure") on the property as identified above, which has been declared a public nuisance in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma.

At said hearing, determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Washington County, Oklahoma, and in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma and Oklahoma State Law. At said hearing, the owner failed to show cause why said nuisance should not be abated by the City and the expense thereof charged against the property as authorized by Oklahoma State Law.

As a result of this hearing, the Hearing Officer found that through neglect or injury, one or more structures located on the property is dilapidated as defined by Oklahoma State Law, and that said dilapidated structure has become detrimental to the health, safety or welfare of the general public and the community, or creates a fire hazard which is dangerous to other property. As such, the Hearing Officer found that the property would be benefited by the removal of said dilapidated structure and has ordered such

On 05/02/2024, the Hearing Officer ordered the property owner as identified above to tear down and remove the dilapidated structure and set reasonable dates as identified below for the commencement and completion of this work. A demolition permit must be obtained from the City of Bartlesville Chief Building Official or his designee before the demolition can be commenced.

Commencement Date: 5/4/24 Completion Date: 6/5/24

If the property owner fails to complete this work by the completion date identified above, the Hearing Officer has ordered that authorized officers of the City of Bartlesville, Oklahoma, or designated agents thereof, to take corrective action to dismantle and remove said dilapidated structure existing upon the property by any legal procedure necessary and to report the cost thereof to the Hearing Officer. The demolition and removal of said dilapidated structure by the City will begin after the above identified completion date if an inspection of the property confirms that the dilapidated structure still exists on the property. This document shall serve as constructive notice to subsequent property owners, purchasers, mortgagees, encumbrancers, or creditors from the time it is filed with the Washington County Clerk's Office.

A bill for all actual costs and expenses associated with the abatement of this public nuisance shall be prepared by the City Clerk and mailed to the property owner shown above. Should said bill not be paid in full within the time period identified therein, said actual costs and expenses shall be certified to the County Treasurer of Washington County, Oklahoma and shall be placed on the tax rolls for said property, and thereby become a lien against the property. The City of Bartlesville claims a lien on this property for the actual costs and expenses of dismantling and removing said dilapidated structure, and such costs are the personal obligation of the property owner, their successors, and assigns from and after date of filing this Notice of Dilapidation and Lien Claim. The actual amount of said lien will be filed once the dismantling and removal is completed by the City.

Date of Lien Notice:

CITY SEAL



Jason Muninger
Jason Muninger, City Clerk *by Leah Yarrington*
City of Bartlesville

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss.

Before me, the undersigned Notary Public in and for said County and State, on this 3rd day of MAY, 2024, personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Bartlesville, for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written. *Karen M. Tanner*

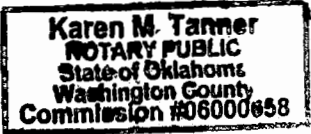
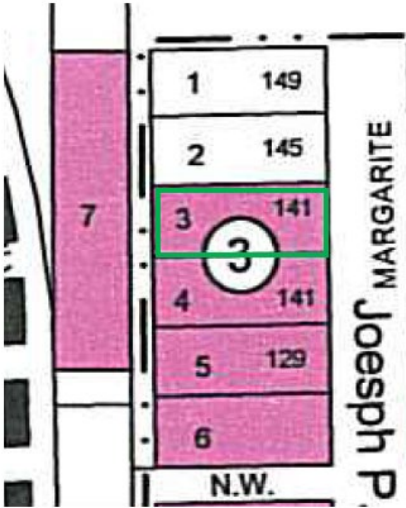


EXHIBIT E—NZOD Map Excerpts: 141 NW Margarite Ave. (Lot 3, Block 3, Joseph C. Keeler’s 2nd Addition)



LOT NUMBER
LOT STREET ADDRESS
LOTS AND ALLEYWAYS THAT WERE SAMPLED, TARGETED, AND REMEDIATED

EXHIBIT F: Voluntary Demolition Agreement

**141 NW Margarite Ave. (Lot 3, Block 3, Joseph C.
Keeler's 2nd Addition)**

PROPERTY OWNER CONSENT DEMOLITION PROGRAM
City of Bartlesville, Oklahoma
RELEASE AND AGREEMENT
VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract
Case No. DS-0324-0290

This Release and Agreement is hereby made and entered into this 5th day of August, 2024 by and between the City of Bartlesville, Oklahoma, a municipal corporation, hereinafter referred to as City, and BARBARA F. PACE, hereinafter referred to as Owner.

Whereas, BARBARA F. PACE is the Owner, free and clear of any outstanding liens, mortgages, and encumbrances of the real property located at and described in the following legal description: LOT 3 BLK 3 JOS C KEELERS 2ND and addressed as 141 NW MARGARITE AVE;

Whereas, Owner owns vacant substandard, deteriorated, or dilapidated buildings located on the above-described property; and,

Whereas, Owner desires to have the buildings removed from the property and acknowledges that their removal is for the betterment of the public's health, safety, and welfare; and,

Whereas, City is willing to remove the buildings by demolition to be conducted by a contractor chosen by the City of Bartlesville; and,

Whereas, Owner is agreeable to allowing the City to demolish the buildings, remove all demolition debris and grade the site at the above location; and,

Whereas, for and in consideration of the City of Bartlesville providing services in the form of removing buildings owned by and with consent by Owner, that a fee shall apply.

Now, therefore, Owner and City agree as follows:

1. This Release and Agreement is entered into voluntarily and is intended to release the City of Bartlesville, its officers and employees, and agents thereof, for any and all claims that may occur as a result of services performed.
2. City shall remove the buildings described above by demolition with voluntary consent of Owner. Owner acknowledges the vacant structures are in a substandard, deteriorated, or dilapidated condition, and that their removal benefits the public's health, safety, and welfare.
3. For and in consideration of the City providing services in the form of removing buildings owned by and with consent by Owner, for demolition of the structure, removal of demolition debris and site grading, City will be paid by the Owner an administrative fee of **\$100**, plus a fee in the amount of \$1.00 per square foot, and additional fees, if any, that exceed the City's maximum participation of \$3,000.00, that is, **\$448.00** total to be paid in full by the Owner to the contractor by certified check, made payable to the contractor, and collected by the City to forward to the contractor, upon the parties signing/accepting the terms of this agreement. In the event the check or financial instrument fails to clear, this contract/agreement shall become null and void. Upon the Owner's check or financial instrument clearing the financial institution, the actual work may proceed. The remaining cost to the contractor is **\$2,802.00** and will be paid by the City upon completion of the work.

4. Owner certifies that no liens, mortgages or other ownership(s) exist concerning said property. Furthermore, any and all insurance policies covering the buildings, and/or any personal contents contained therein, have been cancelled and removed, and are, therefore, no longer in force and effect.
5. Owner shall indemnify and hold City harmless of and from any and all claims, suits, actions, or judgments, including all expenses, attorney fees, witness fees, cost of defending any such action or claim, or appeals, therefrom, arising out of the City of Bartlesville's demolition of the buildings.
6. Owner certifies that there are no hazardous materials located, stored, kept, maintained or possessed on or about the above-described property.

APPROVED BY OWNER:

APPROVED BY CITY:

Barbara F. Pace

Dale Copeland, Mayor

Date

Date

SUBSCRIBED AND SWORN to before me this
____ day of _____, 202_.

ATTEST:

NOTARY PUBLIC

City Clerk

My Commission Expires: _____

(City Seal)

Commission Number: _____

VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract

IF THE PROPERTY IN QUESTION IS LOCATED WITHIN THE ZINC OVERLAY DISTRICT, AND IF REQUIRED, THE CITY WILL COLLECT THE SOIL SAMPLES AND HAVE THEM TESTED AT OWNER'S EXPENSE. SHOULD THE SOIL TEST POSITIVE FOR CONTAMINATION AND REQUIRE REMEDIATION, THIS WILL BE THE PROPERTY OWNER'S RESPONSIBILITY, IN THE EVENT THAT THE CONCRETE SLABS/FOUNDATION ARE REMOVED.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between Chris Nave and Elizabeth Woods and the City of Bartlesville, for the voluntary demolition of a dilapidated structure on property addressed as 515 SE Seneca Ave.

Exhibits/Attachments:

Exhibit A:	Aerial Image	Exhibit D:	Notice of Dilapidation and Lien
Exhibit B:	Zoning Map	Exhibit E:	Voluntary Demolition Agreement
Exhibit C:	Photo of Dilapidated Structure		

An accessory building at 515 SE Seneca Ave. (S 33 1/3' LOT 4 & N 6 2/3' LOT 5 BLK 11 ARMSTRONG 1ST) was found to be dilapidated and a public nuisance by the City Neighborhood Services Staff and the Administrative Hearing Examiner of the City of Bartlesville at a hearing on June 6, 2024. The City filed a Notice of Dilapidation and Lien on the property at the Washington County Clerk's office on June 7, 2024 (**Exhibit D**), giving the owners 30 days to demolish and remove the structure, or else the City would do so after that time, and bill the owner for the cost. The owners acknowledge the structure is dilapidated.

II. STAFF COMMENTS AND ANALYSIS

The owners requested assistance under the City's Voluntary Demolition Program ("program"). The City obtained a quote from a demolition contractor for \$3,250 to demolish and remove the accessory structure. Under the program, the owners pay \$1.00 per square foot, plus any remaining cost exceeding the City's maximum contribution of \$3,000. The owners also pay the City a \$100 administration fee. The allocation of the cost in this case is as follows:

City contractor quote:	Owners pay:	\$ 306
	City contribution:	\$ <u>2,944</u>
<u>\$ 3,250</u>	Total Demolition Cost:	\$ <u>3,250</u>
Owners' Total Cost	Owners' share of demolition cost:	\$ 306
Summary:	Administration fee:	\$ <u>100</u>
	Owners' Total Cost:	\$ <u>406</u>

This parcel is not in the National Zinc Overlay District (NZOD).

The owners have agreed to enter into an agreement with the City (**Exhibit E**) under the terms of the City's Voluntary Demolition Program.

III. RECOMMENDED ACTION

Staff recommends approval of this agreement between Chris Nave and Elizabeth Woods and the City of Bartlesville for the voluntary demolition of a dilapidated structure on property addressed as 515 SE Seneca Ave.

515 SE Seneca Ave. (S 33 1/3' Lot 4 and N 6 2/3' of Lot 5, Block 11, Armstrong 1st Addition)

EXHIBIT A: Aerial Image

EXHIBIT B: Zoning

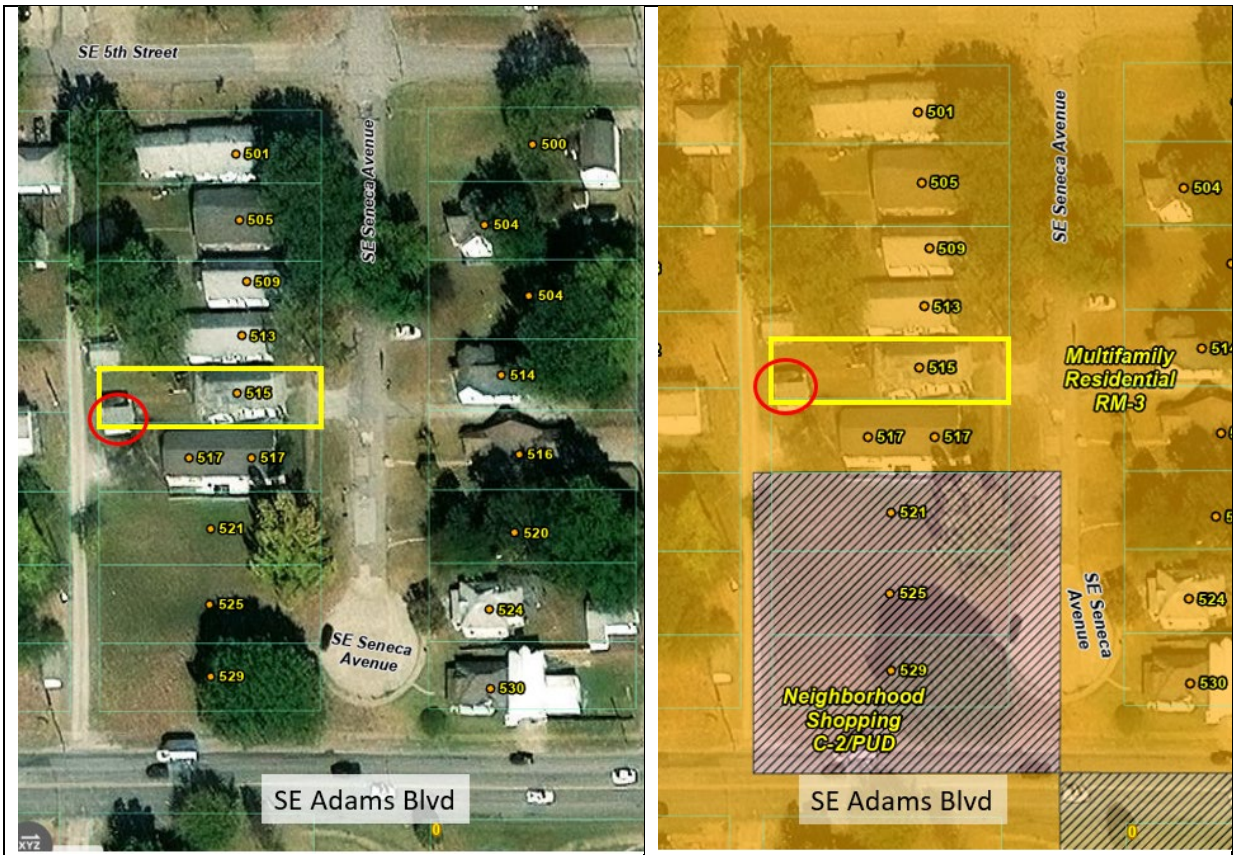


EXHIBIT C: Photo of Property





NOTICE OF DILAPIDATION
AND LIEN CLAIM
City of Bartlesville, Oklahoma
City Clerk's Office

**PUBLIC NOTICE OF DILAPIDATION: STRUCTURE UNFIT FOR OCCUPANCY
ORDER TO DEMOLISH AND REMOVE; CITY LIEN CLAIM**

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

CASE NO: DS-0524-0308
Owner of Record: NAVE, CHRIS & ELIZABETH WOODS
515 S SENECA AVE
BARTLESVILLE, OK 74003-0000
Property Location: 515 SE SENECA
Legal Description: S 33 1/3 LOT 4 N 6 2/3 LOT 5 BLK 11 ARMSTRONG 1ST, Bartlesville, Washington County, Oklahoma
Hearing Date: 06/06/2024

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O.S. Section 22-112, on 06/06/2024 concerning the existence of one or more dilapidated structures (hereinafter referred to as "dilapidated structure") on the property as identified above, which has been declared a public nuisance in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma.

At said hearing, determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Washington County, Oklahoma, and in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma and Oklahoma State Law. At said hearing, the owner failed to show cause why said nuisance should not be abated by the City and the expense thereof charged against the property as authorized by Oklahoma State Law.

As a result of this hearing, the Hearing Officer found that through neglect or injury, one or more structures located on the property is dilapidated as defined by Oklahoma State Law, and that said dilapidated structure has become detrimental to the health, safety or welfare of the general public and the community, or creates a fire hazard which is dangerous to other property. As such, the Hearing Officer found that the property would be benefited by the removal of said dilapidated structure and has ordered such

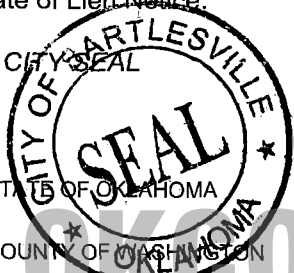
On 06/06/2024, the Hearing Officer ordered the property owner as identified above to tear down and remove the dilapidated structure and set reasonable dates as identified below for the commencement and completion of this work. A demolition permit must be obtained from the City of Bartlesville Chief Building Official or his designee before the demolition can be commenced.

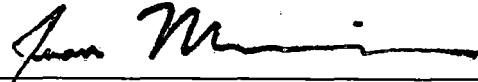
Commencement Date: 6/8/24 Completion Date: 7/8/24

If the property owner fails to complete this work by the completion date identified above, the Hearing Officer has ordered that authorized officers of the City of Bartlesville, Oklahoma, or designated agents thereof, to take corrective action to dismantle and remove said dilapidated structure existing upon the property by any legal procedure necessary and to report the cost thereof to the Hearing Officer. **The demolition and removal of said dilapidated structure by the City will begin after the above identified completion date if an inspection of the property confirms that the dilapidated structure still exists on the property.** This document shall serve as constructive notice to subsequent property owners, purchasers, mortgagees, encumbrancers, or creditors from the time it is filed with the Washington County Clerk's Office.

A bill for all actual costs and expenses associated with the abatement of this public nuisance shall be prepared by the City Clerk and mailed to the property owner shown above. Should said bill not be paid in full within the time period identified therein, said actual costs and expenses shall be certified to the County Treasurer of Washington County, Oklahoma and shall be placed on the tax rolls for said property, and thereby become a lien against the property. The City of Bartlesville claims a lien on this property for the actual costs and expenses of dismantling and removing said dilapidated structure, and such costs are the personal obligation of the property owner, their successors, and assigns from and after date of filing this Notice of Dilapidation and Lien Claim. The actual amount of said lien will be filed once the dismantling and removal is completed by the City.

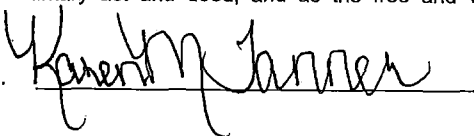
Date of Lien Notice:




Jason Muninger, City Clerk
City of Bartlesville

VIEW ADDITIONAL LAND RECORDS AT
COUNTYRECORDS.COM

Before me, the undersigned Notary Public in and for said County and State, on this 7th day of June, 2024, personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Bartlesville, for the uses and purposes herein set forth.

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

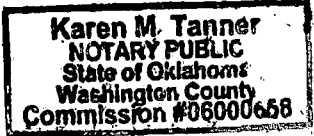


EXHIBIT E: Voluntary Demolition Agreement

**515 SE Seneca Ave. (S 33 1/3' Lot 4 and N 6 2/3' of Lot 5,
Block 11, Armstrong 1st Addition)**

PROPERTY OWNER CONSENT DEMOLITION PROGRAM
City of Bartlesville, Oklahoma
RELEASE AND AGREEMENT
VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract
Case No. DS-0524-0308

This Release and Agreement is hereby made and entered into this 5th day of August, 2024 by and between the City of Bartlesville, Oklahoma, a municipal corporation, hereinafter referred to as City, and CHRIS NAVE & ELIZABETH WOODS, hereinafter referred to as Owners.

Whereas, CHRIS NAVE & ELIZABETH WOODS are the Owners, free and clear of any outstanding liens, mortgages, and encumbrances of the real property located at and described in the following legal description: S 33 1/3' LOT 4 & N 6 2/3' LOT 5 BLK 11 ARMSTRONG 1ST and addressed as 515 SE SENECA AVE; and,

Whereas, Owners own a vacant substandard, deteriorated, or dilapidated building located on the above-described property; and,

Whereas, Owners desire to have the building removed from the property and acknowledge that its removal is for the betterment of the public's health, safety, and welfare; and,

Whereas, City is willing to remove the building by demolition to be conducted by a contractor chosen by the City of Bartlesville; and,

Whereas, Owners are agreeable to allowing the city to demolish the building, remove all demolition debris and grade the site at the above location; and,

Whereas, for and in consideration of the City of Bartlesville providing services in the form of removing a building owned by and with consent by Owners, that a fee shall apply.

Now, therefore, Owners and City agree as follows:

1. This Release and Agreement is entered into voluntarily and is intended to release the City of Bartlesville, its officers and employees, and agents thereof, for any and all claims that may occur as a result of services performed.
2. City shall remove the building described above by demolition with voluntary consent of Owners. Owners acknowledge the vacant structure is in a substandard, deteriorated, or dilapidated condition, and that its removal benefits the public's health, safety, and welfare.
3. For and in consideration of the City providing services in the form of removing a building owned by and with consent by Owners, for demolition of the structure, removal of demolition debris and site grading, City will be paid by the Owners an administrative fee of **\$100**, plus a fee in the amount of \$1.00 per square foot, and additional fees, if any, that exceed the City's maximum participation of \$3,000.00, that is, **\$306.00** total to be paid in full by the Owners to the contractor by certified check, made payable to the contractor, and collected by the City to forward to the contractor, upon the parties signing/accepting the terms of this agreement. In the event the check or financial instrument fails to clear, this contract/agreement shall become null and void. Upon the Owner's check or

financial instrument clearing the financial institution, the actual work may proceed. The remaining cost to the contractor is **\$2,944.00** and will be paid by the City upon completion of the work.

4. Owners certify that no liens, mortgages or other ownership(s) exist concerning said property. Furthermore, any and all insurance policies covering the building, and/or any personal contents contained therein, have been cancelled and removed, and are, therefore, no longer in force and effect.
5. Owners shall indemnify and hold City harmless of and from any and all claims, suits, actions, or judgments, including all expenses, attorney fees, witness fees, cost of defending any such action or claim, or appeals, therefrom, arising out of the City of Bartlesville's demolition of the building.
6. Owners certify that there are no hazardous materials located, stored, kept, maintained or possessed on or about the above-described property.

APPROVED BY OWNERS:

APPROVED BY CITY:

Chris Nave Date: _____

Dale Copeland, Mayor

Elizabeth Woods Date: _____

Date

ATTEST:

SUBSCRIBED AND SWORN to before me this
____ day of _____, 202_.

City Clerk

NOTARY PUBLIC

(City Seal)

My Commission Expires: _____

Commission Number: _____

VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract

IF THE PROPERTY IN QUESTION IS LOCATED WITHIN THE ZINC OVERLAY DISTRICT, AND IF REQUIRED, THE CITY WILL COLLECT THE SOIL SAMPLES AND HAVE THEM TESTED AT OWNER'S EXPENSE. SHOULD THE SOIL TEST POSITIVE FOR CONTAMINATION AND REQUIRE REMEDIATION, THIS WILL BE THE PROPERTY OWNERS' RESPONSIBILITY, IN THE EVENT THAT THE CONCRETE SLABS/FOUNDATION ARE REMOVED.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between Ethel Marie Alfrey and the City of Bartlesville, for the voluntary demolition of a dilapidated structure on property addressed as 1610 SW Oak Ave.

Exhibits/Attachments:

Exhibit A:	Aerial Image	Exhibit D:	Notice of Dilapidation and Lien
Exhibit B:	Zoning Map	Exhibit E:	Voluntary Demolition Agreement
Exhibit C:	Photo of Dilapidated Structure		

An accessory building at 1610 SW Oak Ave. (LOT 28 BLK 7 BELLE MEADE) was found to be dilapidated and a public nuisance by the City Neighborhood Services Staff and the Administrative Hearing Examiner of the City of Bartlesville at a hearing on June 20, 2024. The City filed a Notice of Dilapidation and Lien on the property at the Washington County Clerk's office on June 21, 2024 (**Exhibit D**), giving the owner 30 days to demolish and remove the structure, or else the City would do so after that time, and bill the owner for the cost. The owner acknowledges the structure is dilapidated.

II. STAFF COMMENTS AND ANALYSIS

The owner requested assistance under the City's Voluntary Demolition Program ("program"). The City obtained a quote from a demolition contractor for \$4,500 to demolish and remove the accessory structure. Under the program, the owner pays \$1.00 per square foot, plus any remaining cost exceeding the City's maximum contribution of \$3,000. The owner also pays the City a \$100 administration fee. The allocation of the cost in this case is as follows:

City contractor quote:	Owner pays:	\$ 1,500
<u>\$ 4,500</u>	City contribution:	\$ <u>3,000</u>
	Total Demolition Cost:	\$ <u>4,500</u>
Owner's Total Cost	Owner's share of demolition cost:	\$ 1,500
Summary:	Administration fee:	\$ <u>100</u>
	Owner's Total Cost:	\$ <u>1,600</u>

This lot is not in the National Zinc Overlay District (NZOD).

The owner has agreed to enter into an agreement with the City (**Exhibit E**) under the terms of the City's Voluntary Demolition Program.

III. RECOMMENDED ACTION

Staff recommends approval of this agreement between Ethel Marie Alfrey and the City of Bartlesville for the voluntary demolition of a dilapidated structure on property addressed as 1610 SW Oak Ave.

1610 SW Oak Ave. (LOT 28 BLK 7 BELLE MEADE)

EXHIBIT A: Aerial Image



EXHIBIT B: Zoning



EXHIBIT C: Photo of Property



Exhibit D



NOTICE OF DILAPIDATION AND LIEN CLAIM City of Bartlesville, Oklahoma City Clerk's Office

PUBLIC NOTICE OF DILAPIDATION: STRUCTURE UNFIT FOR OCCUPANCY ORDER TO DEMOLISH AND REMOVE; CITY LIEN CLAIM

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

CASE NO: DS-0324-0291

Owner of Record: ALFREY, ETHEL MARIE
1610 SW OAK AVE
BARTLESVILLE, OK 74003-0000

Property Location: 1610 SW OAK AVE

Legal Description: LOT 28 BLK 7 BELLE MEADE, Bartlesville, Washington County, Oklahoma

Hearing Date: 06/20/2024

I-2024-004622 Book 1220 Pg 1487
06/21/2024 9:51am Pg 1487-1487
Fee: \$18.00 Doc: \$0.00
Annette Smith - Washington County Clerk
State of Oklahoma



A Public Nuisance Administrative Hearing was held in accordance with Title 11 O.S. Section 22-112, on 06/20/2024 concerning the existence of one or more dilapidated structures (hereinafter referred to as "dilapidated structure") on the property as identified above, which has been declared a public nuisance in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma.

At said hearing, determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Washington County, Oklahoma, and in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma and Oklahoma State Law. At said hearing, the owner failed to show cause why said nuisance should not be abated by the City and the expense thereof charged against the property as authorized by Oklahoma State Law.

As a result of this hearing, the Hearing Officer found that through neglect or injury, one or more structures located on the property is dilapidated as defined by Oklahoma State Law, and that said dilapidated structure has become detrimental to the health, safety or welfare of the general public and the community, or creates a fire hazard which is dangerous to other property. As such, the Hearing Officer found that the property would be benefited by the removal of said dilapidated structure and has ordered such

On 06/20/2024, the Hearing Officer ordered the property owner as identified above to tear down and remove the dilapidated structure and set reasonable dates as identified below for the commencement and completion of this work. A demolition permit must be obtained from the City of Bartlesville Chief Building Official or his designee before the demolition can be commenced.

Commencement Date: 6/22/24

Completion Date: 7/23/24

If the property owner fails to complete this work by the completion date identified above, the Hearing Officer has ordered that authorized officers of the City of Bartlesville, Oklahoma, or designated agents thereof, to take corrective action to dismantle and remove said dilapidated structure existing upon the property by any legal procedure necessary and to report the cost thereof to the Hearing Officer. **The demolition and removal of said dilapidated structure by the City will begin after the above identified completion date if an inspection of the property confirms that the dilapidated structure still exists on the property.** This document shall serve as constructive notice to subsequent property owners, purchasers, mortgagees, encumbrancers, or creditors from the time it is filed with the Washington County Clerk's Office.

A bill for all actual costs and expenses associated with the abatement of this public nuisance shall be prepared by the City Clerk and mailed to the property owner shown above. Should said bill not be paid in full within the time period identified therein, said actual costs and expenses shall be certified to the County Treasurer of Washington County, Oklahoma and shall be placed on the tax rolls for said property, and thereby become a lien against the property. The City of Bartlesville claims a lien on this property for the actual costs and expenses of dismantling and removing said dilapidated structure, and such costs are the personal obligation of the property owner, their successors, and assigns from and after date of filing this Notice of Dilapidation and Lien Claim. The actual amount of said lien will be filed once the dismantling and removal is completed by the City.

Date of Lien Notice:

CITY SEAL



STATE OF OKLAHOMA

COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for said County and State, on this 21st day of JUNE, 2024, personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Bartlesville, for the uses and purposes herein set forth.

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

Karen M. Tanner

Karen M. Tanner
NOTARY PUBLIC
State of Oklahoma
Commission #06000658

EXHIBIT E: Voluntary Demolition Agreement

1610 SW Oak Ave. (LOT 28 BLK 7 BELLE MEADE)

PROPERTY OWNER CONSENT DEMOLITION PROGRAM
City of Bartlesville, Oklahoma
RELEASE AND AGREEMENT
VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract
Case No. DS-0324-0291

This Release and Agreement is hereby made and entered into this 5th day of August, 2024 by and between the City of Bartlesville, Oklahoma, a municipal corporation, hereinafter referred to as City, and ETHEL MARIE ALFREY, hereinafter referred to as Owner.

Whereas, ETHEL MARIE ALFREY is the Owner, free and clear of any outstanding liens, mortgages, and encumbrances of the real property located at and described in the following legal description: LOT 28 BLK 7 BELLE MEADE and addressed as 1610 SW OAK AVE; and

Whereas, Owner owns a vacant substandard, deteriorated, or dilapidated building located on the above-described property; and,

Whereas, Owner desires to have the building removed from the property and acknowledges that its removal is for the betterment of the public's health, safety, and welfare; and,

Whereas, City is willing to remove the building by demolition to be conducted by a contractor chosen by the City of Bartlesville; and,

Whereas, Owner is agreeable to allowing the city to demolish the building, remove all demolition debris and grade the site at the above location; and,

Whereas, for and in consideration of the City of Bartlesville providing services in the form of removing a building owned by and with consent by Owner, that a fee shall apply.

Now, therefore, Owner and City agree as follows:

1. This Release and Agreement is entered into voluntarily and is intended to release the City of Bartlesville, its officers and employees, and agents thereof, for any and all claims that may occur as a result of services performed.
2. City shall remove the building described above by demolition with voluntary consent of Owner. Owner acknowledges the vacant structure is in a substandard, deteriorated, or dilapidated condition, and that its removal benefits the public's health, safety, and welfare.
3. For and in consideration of the City providing services in the form of removing a building owned by and with consent by Owner, for demolition of the structure, removal of demolition debris and site grading, City will be paid by the Owner an administrative fee of **\$100**, plus a fee in the amount of \$1.00 per square foot, and additional fees, if any, that exceed the City's maximum participation of \$3,000.00, that is, **\$1,500.00** total to be paid in full by the Owner to the contractor by certified check, made payable to the contractor, and collected by the City to forward to the contractor, upon the parties signing/accepting the terms of this agreement. In the event the check or financial instrument fails to clear, this contract/agreement shall become null and void. Upon the Owner's check or financial instrument clearing the financial institution, the actual work may proceed. The remaining cost to the contractor is **\$3,000.00** and will be paid by the City upon completion of the work.

4. Owner certifies that no liens, mortgages or other ownership(s) exist concerning said property. Furthermore, any and all insurance policies covering the building, and/or any personal contents contained therein, have been cancelled and removed, and are, therefore, no longer in force and effect.
5. Owner shall indemnify and hold City harmless of and from any and all claims, suits, actions, or judgments, including all expenses, attorney fees, witness fees, cost of defending any such action or claim, or appeals, therefrom, arising out of the City of Bartlesville's demolition of the building.
6. Owner certifies that there are no hazardous materials located, stored, kept, maintained or possessed on or about the above-described property.

APPROVED BY OWNER:

APPROVED BY CITY:

MARIE ETHEL ALFREY

DALE COPELAND, MAYOR

Date

Date

SUBSCRIBED AND SWORN to before me this
_____ day of _____, 202__.

ATTEST:

NOTARY PUBLIC

City Clerk

My Commission Expires: _____

(City Seal)

Commission Number: _____

VOLUNTARY DILAPIDATED STRUCTURE REMOVAL
3RD Party Contract

IF THE PROPERTY IN QUESTION IS LOCATED WITHIN THE ZINC OVERLAY DISTRICT, AND IF REQUIRED, THE CITY WILL COLLECT THE SOIL SAMPLES AND HAVE THEM TESTED AT OWNER'S EXPENSE. SHOULD THE SOIL TEST POSITIVE FOR CONTAMINATION AND REQUIRE REMEDIATION, THIS WILL BE THE PROPERTY OWNERS' RESPONSIBILITY, IN THE EVENT THAT THE CONCRETE SLABS/FOUNDATION ARE REMOVED.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approve short form contract with B-Town Construction to attempt to clear an obstruction in the Turkey Creek Watershed outfall pipe.

Attachments:

Short Form Contract
Flowage Easement

II. STAFF COMMENTS AND ANALYSIS

On April 15, 2024, James Dixon from the USDA-Natural Resources Conservation Office (NRCS) reached out to the engineering department to notify us that the Turkey Creek Watershed was holding back too much water and appeared to not be draining well. The Turkey Creek Watershed is a flood control pond located on private property at the southeast corner of Tuxedo Boulevard and Bison Road. The project was a joint effort between the City of Bartlesville and the U.S. Department of Agriculture in the early 1960's. It appears as though the City of Bartlesville sponsored the project and the design was completed by the Soil Conservation Service (SCS). As part of the project, a Flowage Easement was deeded to the City of Bartlesville in 1964 to "overflow, flood, and submerge" the land described in the easement, as well as operate and maintain the "Flood Water Retarding Structure Site #1 – Turkey Creek Watershed". The easement was structured to include all property below an elevation of 757.74 feet above mean sea level that is located within the limits of the easement. The Flowage Easement is attached with this staff report.

Upon receipt of the notification from Mr. Dixon, city staff began investigating the City's role with the reservoir and ultimately determined from the easement language that we are, in fact, responsible for maintenance of this structure. Staff has been in coordination with the property owners to determine if there is an issue and if so, how to fix the problem. Initial site visits and reviews of the construction plans for the pond, verified that the pond was holding back much more water than designed and that it was not draining properly. Unfortunately, the water level was too high to be able to access the concrete outflow structure to determine what was happening. Staff monitored the water level every two weeks until it appeared the water level was getting close to the top of the structure. In early June, weekly monitoring and collection of water surface elevations relative to the top of the dam began on a weekly basis. Unfortunately, periodic rains kept raising the elevation as the water would get to within about a foot of the top of the structure. Finally, staff were able to load a small boat and access the top of the concrete structure. We were hopeful that the blockage was at the top of the primary spillway inside the structure, however we determined that the blockage was at the outfall pipe level which was at the bottom of the concrete riser and around 10 feet below the top of the concrete. We are assuming, based on the presence of beaver cuttings that beavers had blocked the pipe where it enters the outfall structure,

most likely during the drought in 2023. At this point it was decided to try and find a contractor who could try to remove the blockage from the downstream end of the pipe. There is just no way to safely access the inside of the structure until the water levels drop.

Engineering staff have negotiated a contract with B-Town Construction to set up directional bore equipment at the downstream end of the 24” diameter concrete outfall pipe and try to break through the blockage and ultimately increase flow to a point that the pond will drain to the top of the primary spillway and clear the water from the outfall structure. Once this is done, the inside of the structure could be cleared to eliminate any remaining brush that may be inside. The Water Utilities Department has contracted with B-Town on multiple projects and we have a good working relationship with them. They have proposed a price of \$9,500.00 for this work.

III. BUDGET IMPACT

Funds have not been budgeted for this work. The funding will either come from unallocated sales tax capital funds or potentially departmental general funds.

IV. RECOMMENDED ACTION

Staff recommends awarding the short form contract for the Turkey Creek Watershed obstruction work to B-Town Construction in the amount of \$9,500.00.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

In a THIS AGREEMENT, made this 5th day of August, 2024, by and between B-Town Construction hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

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

1. SCOPE OF WORK. The contractor shall use their directional boring equipment to attempt to clear out a blockage in the 24" diameter concrete outfall pipe at the Turkey Creek Reservoir located near the southwest corner of Tuxedo Boulevard and Bison Road. No digging is included in the project scope. The contractor shall set up the equipment at the downstream end of the outfall pipe and use a cutting head to try to penetrate the obstruction, that is assumed to have been caused by beavers during the drought of 2023. Any work other than this may require a change order.
2. TIME OF COMPLETION. The work shall be completed in a timely fashion and is dependent upon weather conditions and site access. Barring changes to scope with change order approval, this work shall be completed within two (2) months of notice to proceed.
3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the quoted lump sum price totaling (\$9,500.00). This contract price is based on a text quote sent on 8/1/2024. This contract amount may be amended by written agreement of the parties.
4. ACCEPTANCE AND PAYMENT. Payment will be made by the City upon completion and acceptance of the work by the City Engineer, subject to the provisions of Paragraph 11 and 14 of the General Conditions. Partial payments will be allowed based on measured quantities of work installed at the time of request.

GENERAL CONDITIONS

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

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

and materials shall be of superior quality and acceptable to the City. All workers shall be skilled in their trades.

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

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

and of all claims by the Contractor except any previously made and still unsettled. Payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make materials or labor payments.

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

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

CITY OF BARTLESVILLE

Mayor, Dale Copeland

Contractor

HELEN BTYLER BEESLEY

-to-

CITY OF BARTLESVILLE, OKLAHOMA,
a municipal corporation

X FLOWAGE EASEMENT

X Dated: June 29, 1964

X Filed: June 30, 1964 at 2:00 P.M.

X Recorded in Book 459, Page 468

X Consideration: \$1.00

THIS INDENTURE, Made and entered into this 29th day of June, 1964, by and between Helen Tyler Beesley of Washington County, Oklahoma, hereinafter called "Grantor," and the City of Bartlesville, Oklahoma, a municipal corporation, hereinafter called "City."

WITNESSETH:

1. That said Grantor, for and in consideration of the sum of One Dollar (\$1.00), paid to her by the City, the receipt of which is hereby acknowledged by said Grantor, does, by these presents, grant and convey unto the City, its successors and assigns, the right, power, privilege and easement to overflow, flood and submerge the land hereinafter described, as may be required in connection with the operation and maintenance of the Flood Water Retarding Structure Site #1 -- Turkey Creek Watershed, said land being located in Washington County, State of Oklahoma, and described as follow, to wit:

The surface only of the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$); and the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), of Section 11, Township 26 North, Range 13 East, as shown by the maps or plats on file in the Office of said City, reference to which is made for all purposes.

It is the intention of the Grantor to grant and convey unto the City a flowage easement over that part of the above described real estate containing approximately 41.5 acres and lying below elevation 757.74 feet Mean Sea Level.

-continued-

SOUTHERN ABSTRACT COMPANY
BARTLESVILLE, OKLAHOMA

EASEMENT -- Page 2.
Recorded in Book 459, Page 468

2. That said Grantor, for and in consideration of the sum of One Dollar (\$1.00), paid to her by the City, the receipt of which is hereby acknowledged by said Grantor, does, by these presents, grant and convey unto the City, its successors and assigns, the rights, privilege and authority to enter upon, construct, operate and maintain a flood water retarding structure and other structures for the retardation of the flow of flood waters and reduction of sedimentation over and upon the above described real estate as may be required in connection with the operation and maintenance of the Flood Water Retarding Structure Site #1 -- Turkey Creek Watershed.

3. The Grantee agrees to construct and arrange to maintain, operate, inspect, replace, repair and patrol said structures in a good and workmanlike manner, and to save the Grantor, her heirs, executors, administrators, successors and assigns, harmless from any damage, loss, cost or expense during the existence of this easement.

4. All property of any kind whatsoever placed by or utilized by the City upon, over, under or in said structures, in, upon, over or under the property of the Grantor, whether such property be affixed to the realty or not, shall be and remain the property of the City, and the City shall have the right to move or remove such property at any time during the life of this easement and for six (6) months thereafter in the event the easement is terminated.

5. The City shall have the right to construct fences in, on, upon or around said structures.

6. The Grantor shall not interfere with the construction, maintenance or operation of said structures so long as such construction, operation or maintenance shall be in accordance with this agreement.

7. The City shall have the right to trim or remove any underbrush or vegetable life, including trees, from the above described land as interferes, or may interfere, with the construction, maintenance or operation of said structures.

8. And said Grantor, for her heirs, executors and administrators, does hereby covenant, promise and agree to and with the City, that, at

-continued-

SOUTHERN ABSTRACT COMPANY
BARTLESVILLE, OKLAHOMA



FLOWAGE EASEMENT -- Page 3.
Recorded in Book 459, Page 468.

the delivery of these presents, she is lawfully seized in her own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all singular the above granted and described premises with all the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature and kind soever, except easements, oil and gas leases and mineral conveyances of record, and that she will warrant and forever defend the same unto the City and its successors and assigns, against said Grantor, her heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

TO HAVE AND TO HOLD the aforesaid flowage easement and the easement for flood control structures unto the City, its successors and assigns, for so long as the City, its successors and assigns, shall continue to use said easements for said purposes. In the event the maintenance and operation of said structures shall be abandoned and the flowage easement shall not be used by the City, its successors and assigns, for a period of two (2) years, the rights and privileges herein granted shall cease and terminate.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names the day and year first above written.

SIGNED: HELEN TYLER BEESLEY

(SEAL) CITY OF BARTLESVILLE, OKLAHOMA,
a Municipal Corporation.

ATTEST: By W. A. HENSLEY,
OLETA MARTIN, Mayor.
City Clerk.

ACKNOWLEDGED: June 29, 1964, by Helen Tyler Beesley, before
Sylvia McClintock, Notary Public, Washington
County, Oklahoma. (SEAL)
Commission expires March 5, 1966.

ACKNOWLEDGED: June 30, 1964, by W. A. Hensley, Mayor, before
Preston Wingent, Notary Public, Washington County,
Oklahoma. (SEAL)
Commission expires April 27, 1965.



RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Helen Tyler Beesley

AND _____, his wife,
in consideration of the sum of One dollar and other good and valuable consideration Dollars,
in hand paid, the receipt of which is hereby acknowledged, do ES hereby grant, bargain, sell and convey and
warrant unto PUBLIC SERVICE COMPANY OF OKLAHOMA, an Oklahoma Corporation, its successors and assigns, the
perpetual right, privilege and authority to erect, operate and maintain a line of poles, wires and fixtures for the transmission
of electrical current and telephone and telegraph messages, upon, over and across the following described real property and
premises situated in Washington County, State of Oklahoma, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 11, Township 26 North (T26N), Range 13 East (R13E).
Said easement to be fifty feet (50') in width/beginning at a point approximately one thousand four hundred thirty feet (1,430') East (E) and one thousand three hundred twenty feet (1,320') South (S) of Northwest (NW) corner of Section 11, Township 26 North (T26N), Range 13 East (R13E); thence in Southerly direction at an angle approximately South (S) 6° 20' West (W) for a distance of approximately two hundred thirty feet (230'); thence in a Westerly direction for a distance of approximately four hundred forty feet (440'); thence in a Southerly direction for a distance approximately four hundred fifty feet.

ALSO granting said grantee, its successors and assigns, the perpetual right, privilege and authority to cut down, chemically treat or trim any trees and undergrowth or prevent the placement of any structure that may, in the judgment of the grantee, interfere with or endanger said line or its maintenance and operation; also to set the necessary guy and brace poles or anchors and to attach all necessary guy wires thereto and to enter upon the above described premises for the purpose of constructing, operating, maintaining, reconstructing and removing its said structures, lines and fixtures aforesaid, and further granting to said grantee, its successors and assigns, the right, privilege and authority to construct, operate, maintain, reconstruct and remove such line or lines upon, over and across any street, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto.

SIGNED AND DELIVERED this 17th day of December, 1965

In event this land is developed for non-agricultural use, Public Service Company of Oklahoma agrees to relocate the poles, wires and fixtures at no expense to Helen Tyler Beesley in a manner consistent with such development.

STATE OF OKLAHOMA } ss
Washington County }
This instrument was filed for record

Helen Tyler Beesley
Helen Tyler Beesley

DEC 30 1965 P
at 1:10 o'clock P.M.
PAUL STUMPF, County Clerk
BY R. Rahn Deputy

STATE OF OKLAHOMA, County of Washington, ss. 65

Before me, a Notary Public in and for said County and State, on this 17th of Dec. 1905
personally appeared Helen Tyler Beesley xxx
to me known to be the identical person.... who executed the within and foregoing instrument and acknowledged to me that she
executed the same as ...h.h. Tree and voluntary act and deed, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and notarial seal on the day and year last above written.

My Commission expires 3-5-66 Stephen M. Clement

STATE OF OKLAHOMA, County of....., ss.

Before me, a Notary Public in and for said County and State, on this....., 19.....
personally appeared.....to me known to be the identical person
who subscribed the name of the maker hereof to the foregoing instrument as its.....President,
and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and
deed of said corporation, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and notarial seal on the day and year last above written.

My Commission expires.....

Notary Public.
ok
Robert L. Lawrence

EASEMENT for Public Highway

PARCEL 4
STP-174A(172)CO
26486(04)
WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That BEESLEY, BRENT TYLER

of WASHINGTON County, State of Oklahoma, hereinafter called the Grantors (whether one or more),
for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00)
and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the
City of BARTLESVILLE hereinafter called the Grantee, a perpetual
easement over, under, and across the following described lots or parcels of land, to-wit:

PARCEL 4:

A PARCEL OF LAND, 23.5 FEET IN WIDTH, THAT IS A PART OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY,
STATE OF OKLAHOMA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 23.5 FEET OF THE WEST 40 FEET OF SAID SW/4, NW/4, CONTAINING 31,019.04 SQUARE FEET
(0.712 ACRES).

1-2012-003659 05/02/2012 12:58 pm
Book 1108 Page(s) 1263-1264
Fee: \$ 15.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma



mks

OK 1108pg1263

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said
Grantee, its officers, agents, contractors, and employees, now or at any time in perpetuity and at its discretion, to go
upon, construct, build, maintain, and regulate a public highway of facilities necessary and incidental thereto,
including the airspace above and removal of any and all dirt, rock, gravel, sand and other road building materials,
reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or
development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the
purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway
from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said City of Bartlesville free, clear
and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the
remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway
excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities that may
now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public
highway and incidental facilities over, across or along the above described tract of land; the supervision and control
of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may
have jurisdiction thereof by the laws of the State of Oklahoma; and said Grantee, its officers, agents, contractors
and employees are hereby granted free access to said property for the purpose of entering upon, constructing,
maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the owners in
fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever,
except _____.

The undersigned Grantors hereby designate and appoint BRENT T. BEESLEY
as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hands and seals this the 1st
day of March, 2012.

577 Cortona Drive
West Lake Hills, TX 78746

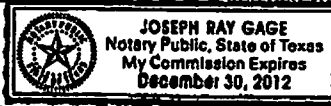
TEXAS 98
State of ~~Oklahoma~~

County of TRAVIS

Before me, Joseph Ray Gage In and for this State, on this 1st day of March 2012, personally appeared Brent Beesley only id by TX DL.

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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



My Commission expires: 12/30/2012
Commission No. _____

Joseph Ray Gage
Notary Public

State of Oklahoma)

County of _____)

Before me, _____ in and for this State, on this ____ day of _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: _____

Commission No. _____

Notary Public

State of Oklahoma)

County of _____)

Before me, _____ in and for this State, on this ____ day of _____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

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

My Commission expires: _____

Commission No. _____

Notary Public

State of Oklahoma)

County of _____)

Before me, _____ in and for this State, on this ____ day of _____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

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

My Commission expires: _____

Commission No. _____

Notary Public

Individual Acknowledgement

Individual Acknowledgement

Trust/LLC/Corporation Acknowledgement

Trust/LLC/Corporation Acknowledgement

OK 1108 PG 12 b4

BARTLESVILLE NEXT PROGRESS REPORT - JULY 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	85%	Software selected.
4		Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.	CCO	10/24	60%	
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	75%	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	75%	Selecting software.
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	100%	
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 - JULY 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	100%	Software selected and implementation began.
b	Select consultant to collect and populate data into ESRI.	Eng			
i	Facilities, streets, storm drains, wastewater and water	Eng	10/24	50%	Most data collected but storm drain may require comprehensive study.
ii	Signs and signals	Eng	10/25	75%	Data collected but needs to be integrated.
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%	

BARTLESVILLE NEXT PROGRESS REPORT - JULY 2024

	b	Present recommendations to the Council	Comm Dev	10/24	5%	Start date of project was delayed, so end date has been adjusted accordingly.
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	75%	Meetings scheduled.
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	100%	
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	10/24	25%	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	10/24	0%	Tied to the comprehensive plan.

BARTLESVILLE NEXT PROGRESS REPORT - JULY 2024

Ensure and maintain clean, bright, vibrant community spaces.						
1		Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc.	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	50%	
	b	Adopt formal policy for selected program(s).	CD/PW	04/24	50%	
	c	Advertise, promote, operate, and publicly report on the success of this program.	CD/PW	10/24	50%	
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	100%	New task force established and meeting regularly.
	b	Help advocate for reform of child care regulations that act as barriers to new facilities.	Admin		80%	Review of local regulations under way.
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	100%	Collaboration with "B the Light" will continue. Their construction currently delayed by ODEQ.
	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%	

(Published in Bartlesville, OK Examiner-Enterprise 5/25/2024, 5/29/2024, & 6/1/2024)

INVITATION FOR BIDS

**City of Bartlesville
Bond Park Improvements
Bid No. 2024-2025-003**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 19th day of June, 2024 at such time bids will be opened and publicly read.

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

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

A mandatory pre-bid conference will be held on June 4th, 2024 at 10:00 a.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

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

BASE BID

1377	TON	Superpave Type S3 (PG 64-22 OK)
1996	TON	Superpave Type S4 (PG 64-22 OK)
1329	CY	AGGREGATE BASE (TYPE A)

ADD ALT

522	TON	Superpave Type S3 (PG 64-22 OK)
261	TON	Superpave Type S4 (PG 64-22 OK)
867	CY	AGGREGATE BASE (TYPE A)

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Bond Park Improvements, Bid No. 2024-2025-003**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

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

DATED this 20th day of May, 2024.


City Clerk

By: 
Deputy Clerk

INV-1

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. **SUBJECT:**

Discuss and take action to award Bid No. 2024-2025-003 for the Park Bond Improvements.

B. **ATTACHMENTS:**

Bid Tabulation
Construction Plans

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

A. **PROJECT DESCRIPTION:**

This project is a priority project included in the 2021A and 2022 General Obligation Bonds (GO Bonds). The project consists of park roads and parking lot reconstruction at the following locations: Johnstone Park, Lyon Park, Jo Allyn Lowe Park, and Sooner Park.

All four parks were included in the base bid work. If selected, the Add Alt work would remove existing gravel parking areas near the Johnstone Ave park entrance and the former skate park. An asphalt parking lot would be constructed near the former skate park.

B. **COMMENTS:**

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, nine (9) contractors obtained copies of the bid documents and six (6) contractors attended the mandatory pre-bid meeting. One (1) contractor submitted a bid. The bid submitted is broken down as follows:

Brent Bell Construction, LLC. (Nowata, OK)

Base Bid	\$1,285,681.50
Add Alt	\$302,044.40
Combined Base plus Add Alt	\$1,587,725.90

The bid was evaluated for addendums, bid bonds, line-item prices, and arithmetic. The submitted bid had all of the necessary components and was mathematically correct.

C. **BUDGET AMOUNT:**

This project has multiple funding sources, originally totaling \$1,140,750.00. The 2021A GO Bond provided \$425,000.00 in funding for the project. The 2022 GO Bond provided \$715,750.00 in funding for the project. The remaining \$144,931.50 required to fund the base bid will be covered by reallocating \$50,000.00 from sales tax funds that were originally intended to fund parking replacement at Douglas Park that will now be funded by Street Funds and \$94,931.50 from unallocated 2024 sales tax funds, which currently have an estimated balance of \$796,993.

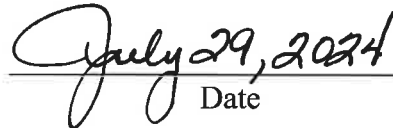
III. RECOMMENDED ACTION

Brent Bell Construction is a construction firm with experience in all tasks associated with this project. They have completed projects successfully for the City of Bartlesville in the past and have provided information confirming they have the bonding capacity and technical expertise to complete this project.

Staff recommends awarding the base bid to Brent Bell Construction, LLC in the amount of \$1,285,681.50.



Council Member



Date

BID TAB	
2024-2025-003	
PARK BOND IMPROVEMENTS	

JO ALLYN LOWE PARK WEST					ENGINEER'S ESTIMATE		Brent Bell Construction	
PAY ITEM	ODOT SPEC	DESCRIPTION	UNIT	QUANTITY	Engineer's Unit Price	TOTAL BID AMOUNT	UNIT PRICE BID	TOTAL BID AMOUNT
1	202(A)	UNCLASSIFIED EXCAVATION	CY	15.00	\$15.00	\$225.00	\$500.00	\$7,500.00
2	205(A)	TYPE A SALVAGED TOPSOIL	CY	7.00	\$15.00	\$105.00	\$200.00	\$1,400.00
3	221(C)	TEMPORARY SILT FENCE	LF	750.00	\$3.00	\$2,250.00	\$3.60	\$2,700.00
4	230(A)	SOLID SLAB SODDING	SY	146.00	\$5.00	\$730.00	\$15.00	\$2,190.00
5	303(A)	AGGREGATE BASE (TYPE A)	CY	18.00	\$80.00	\$1,440.00	\$150.00	\$2,700.00
6	310(B)	SUBGRADE METHOD B	SY	253.00	\$5.00	\$1,265.00	\$15.00	\$3,795.00
7	325.00	SEPARATOR FABRIC	SY	150.00	\$3.50	\$525.00	\$4.00	\$600.00
8	409(A)	FABRIC REINFORCEMENT	SY	1,218.00	\$4.50	\$5,481.00	\$10.00	\$12,180.00
9	411(B)	SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	18.00	\$110.00	\$1,980.00	\$225.00	\$4,050.00
10	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	145.00	\$120.00	\$17,400.00	\$230.00	\$33,350.00
11	610(I)	TACTILE WARNING DEVICE - NEW	SF	10.00	\$40.00	\$400.00	\$35.00	\$350.00
12	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
13	619(B)	REMOVAL OF CURB & GUTTER	LF	18.00	\$10.00	\$180.00	\$30.00	\$540.00
14	619(B)	REMOVAL OF CONCRETE PAVEMENT	SY	13.00	\$9.00	\$117.00	\$50.00	\$650.00
15	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	23.00	\$6.00	\$138.00	\$75.00	\$1,725.00
16	619(C)	SAWING PAVEMENT	LF	500.00	\$3.50	\$1,750.00	\$2.00	\$1,000.00
17	850(A)	SHEET ALUMINUM SIGN	SF	13.00	\$15.00	\$195.00	\$55.00	\$715.00
18	851(C)	1.75" SQUARE TUBE POST	LF	22.00	\$8.00	\$176.00	\$13.00	\$286.00
19	856(A)	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)(WHITE)	LF	750.00	\$1.00	\$750.00	\$11.00	\$8,250.00
20	856(B)	TRAFFIC STRIPE(MULTI-POLY.)(SYMBOLS)	EA	1.00	\$250.00	\$250.00	\$1,320.00	\$1,320.00
21	SPECIAL	SPLASH BASIN	EA	1.00	\$1,000.00	\$1,000.00	\$2,750.00	\$2,750.00
22	SPECIAL	CURB RAMP	EA	1.00	\$1,700.00	\$1,700.00	\$4,000.00	\$4,000.00
JO ALLYN LOWE PARK WEST					SUBTOTAL	\$40,557.00		\$95,551.00

JO ALLYN LOWE PARK EAST					ENGINEER'S ESTIMATE		Brent Bell Construction	
PAY ITEM	ODOT SPEC	DESCRIPTION	UNIT	QUANTITY	Engineer's Unit Price	TOTAL BID AMOUNT	UNIT PRICE BID	TOTAL BID AMOUNT
23	202(A)	UNCLASSIFIED EXCAVATION	CY	112.00	\$15.00	\$1,680.00	\$90.00	\$10,080.00
24	205(A)	TYPE A SALVAGED TOPSOIL	CY	26.00	\$15.00	\$390.00	\$100.00	\$2,600.00
25	221(C)	TEMPORARY SILT FENCE	LF	750.00	\$3.00	\$2,250.00	\$3.60	\$2,700.00
26	230(A)	SOLID SLAB SODDING	SY	77.00	\$5.00	\$385.00	\$15.00	\$1,155.00
27	303(A)	AGGREGATE BASE (TYPE A)	CY	8.00	\$80.00	\$640.00	\$200.00	\$1,600.00
28	310(B)	SUBGRADE METHOD B	SY	152.00	\$5.00	\$760.00	\$15.00	\$2,280.00
29	311(C)	PROCESS EXISTING BASE & SURFACE,METHOD C	LF	65.00	\$20.00	\$1,300.00	\$75.00	\$4,875.00
30	325.00	SEPARATOR FABRIC	SY	67.00	\$3.50	\$234.50	\$8.00	\$536.00
31	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	52.00	\$120.00	\$6,240.00	\$250.00	\$13,000.00
32	609.00	(PL) PARKING BLOCK	EA	7.00	\$200.00	\$1,400.00	\$200.00	\$1,400.00
33	610(B)	6" CONCRETE DRIVE	SY	40.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00
34	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00

35	619(B)	REMOVAL OF CONCRETE PAVEMENT			SY	4.00	\$9.00	\$36.00	\$200.00	\$800.00
36	619(B)	REMOVAL OF ASPHALT PAVEMENT			SY	8.00	\$6.00	\$48.00	\$100.00	\$800.00
37	619(B)	REMOVAL OF GRAVEL DRIVEWAY			SY	442.00	\$10.00	\$4,420.00	\$20.00	\$8,840.00
38	619(C)	SAWING PAVEMENT			LF	48.00	\$3.50	\$168.00	\$10.00	\$480.00
39	856(A)	TRAFFIC STRIPE[MULTI-POLY,]4" WIDE(WHITE)			LF	265.00	\$1.00	\$265.00	\$12.00	\$3,180.00
40	856(B)	TRAFFIC STRIPE[MULTI-POLY,](SYMBOLS)			EA	1.00	\$250.00	\$250.00	\$1,320.00	\$1,320.00
JO ALLYN LOWE PARK EAST									\$26,966.50	\$67,146.00

JO ALLYN LOWE PARK										Brent Bell Construction	
PAY ITEM	ODOT SPEC	DESCRIPTION	UNIT	QUANTITY	Engineer's Unit Price	TOTAL BID AMOUNT	UNIT PRICE BID	TOTAL BID AMOUNT			
41	220.00	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00			
42	641.00	MOBILIZATION	EA	1.00	\$10,000.00	\$10,000.00	\$16,500.00	\$16,500.00			
43	642(A)	CONSTRUCTION STAKING LEVEL II	EA	1.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00			
JO ALLYN LOWE PARK						SUBTOTAL		\$16,000.00		\$22,500.00	
						JO ALLYN LOWE PARK COMBINED SUBTOTAL		\$83,523.50		\$185,197.00	

SOONER PARK										Brent Bell Construction	
PAY ITEM	ODOT SPEC	DESCRIPTION	UNIT	QUANTITY	Engineer's Unit Price	TOTAL BID AMOUNT	UNIT PRICE BID	TOTAL BID AMOUNT			
1	202(A)	UNCLASSIFIED EXCAVATION	CY	786.00	\$15.00	\$11,790.00	\$40.00	\$31,440.00			
2	205(A)	TYPE A SALVAGED TOPSOIL	CY	311.00	\$15.00	\$4,665.00	\$20.00	\$6,220.00			
3	220.00	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00			
4	221(C)	TEMPORARY SILT FENCE	LF	4,500.00	\$3.00	\$13,500.00	\$3.60	\$16,200.00			
5	230(A)	SOLID SLAB SODDING	SY	2,711.00	\$5.00	\$13,555.00	\$6.00	\$16,266.00			
6	303(A)	AGGREGATE BASE (TYPE A)	CY	641.00	\$80.00	\$51,280.00	\$50.00	\$32,050.00			
7	310(B)	SUBGRADE METHOD B	SY	2,964.00	\$5.00	\$14,820.00	\$5.00	\$14,820.00			
8	325.00	SEPARATOR FABRIC	SY	3,710.00	\$3.50	\$12,985.00	\$2.25	\$8,347.50			
9	402(E)	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	110.00	\$40.00	\$4,400.00	\$50.00	\$5,500.00			
10	409(A)	FABRIC REINFORCEMENT	SY	6,264.00	\$4.50	\$28,188.00	\$10.00	\$62,640.00			
11	411(B)	SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	664.00	\$110.00	\$73,040.00	\$105.60	\$70,118.40			
12	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	1,034.00	\$120.00	\$124,080.00	\$101.50	\$104,951.00			
13	609.00	(PL) PARKING BLOCK	EA	36.00	\$200.00	\$7,200.00	\$125.00	\$4,500.00			
14	610(A)	4" CONCRETE SIDEWALK	SY	88.00	\$65.00	\$5,720.00	\$120.00	\$10,560.00			
15	613(A)	18" R.C. PIPE CLASS III	LF	3.00	\$150.00	\$450.00	\$500.00	\$1,500.00			
16	613(L)	18" PREFAB. CULVERT END SEC., ROUND	EA	1.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00			
17	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00			
18	619(B)	REMOVAL OF HEADWALL	EA	1.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00			
19	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	1,782.00	\$6.00	\$10,692.00	\$10.00	\$17,820.00			
20	619(B)	REMOVAL OF GRAVEL DRIVE	SY	495.00	\$10.00	\$4,950.00	\$10.00	\$4,950.00			
21	619(B)	REMOVAL OF CURB	LF	75.00	\$5.00	\$375.00	\$10.00	\$750.00			
22	619(C)	SAWING PAVEMENT	LF	1,241.00	\$3.50	\$4,343.50	\$3.00	\$3,723.00			
23	624(H)	(PL) GATE	EA	1.00	\$2,500.00	\$2,500.00	\$3,900.00	\$3,900.00			
24	631(A)	(SP) STATIONARY BOLLARD	EA	4.00	\$1,500.00	\$6,000.00	\$500.00	\$2,000.00			
25	632.00	(PL) REMOVE AND RESET FLAG POLE	EA	1.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00			
26	641.00	MOBILIZATION	LSUM	1.00	\$42,000.00	\$42,000.00	\$37,500.00	\$37,500.00			

27	642(A)	CONSTRUCTION STAKING LEVEL II	LSUM	1.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
28	805(A)	(PL) REMOVAL OF EXISTING SIGNS	EA	2.00	\$250.00	\$500.00	\$800.00	\$1,600.00
29	805(D)	(PL) REMOVE & RESET LIGHT POLE	EA	2.00	\$6,000.00	\$12,000.00	\$10,000.00	\$20,000.00
30	850(A)	SHEET ALUMINUM SIGN	SF	30.00	\$15.00	\$450.00	\$55.00	\$1,650.00
31	851(C)	1.75" SQUARE TUBE POST	LF	55.00	\$8.00	\$440.00	\$13.00	\$715.00
32	856(A)	TRAFFIC STRIPE(MULTI-POLY,)(4" WIDE)	LF	5,892.00	\$1.00	\$5,892.00	\$4.00	\$23,568.00
33	856(B)	TRAFFIC STRIPE(MULTI-POLY,)(SYMBOLS)	EA	8.00	\$250.00	\$2,000.00	\$1,300.00	\$10,400.00
34	SPECIAL	QUICK SET FLOWABLE FILL	CY	1.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00
				SUBTOTAL		\$473,215.50		\$537,688.90

SOONER PARK

LYON PARK										Brent Bell Construction	
PAY ITEM	ODOT SPEC	DESCRIPTION	UNIT	QUANTITY	Engineer's Unit Price	TOTAL BID AMOUNT	UNIT PRICE BID	TOTAL BID AMOUNT			
1	202(A)	UNCLASSIFIED EXCAVATION	CY	44.00	\$20.00	\$880.00	\$200.00	\$8,800.00			
2	220.00	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00			
3	221(C)	TEMPORARY SILT FENCE	LF	500.00	\$3.00	\$1,500.00	\$4.00	\$2,000.00			
4	402(E)	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	17.00	\$40.00	\$680.00	\$55.00	\$935.00			
5	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	26.00	\$120.00	\$3,120.00	\$400.00	\$10,400.00			
6	609.00	(PL) PARKING BLOCK	EA	5.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00			
7	641.00	MOBILIZATION	LSUM	1.00	\$1,700.00	\$1,700.00	\$15,000.00	\$15,000.00			
8	642(A)	CONSTRUCTION STAKING LEVEL II	LSUM	1.00	\$5,000.00	\$5,000.00	\$2,750.00	\$2,750.00			
9	805(D)	(PL)REMOVE & RESET GROUND MOUNTED SIGN	EA	1.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00			
10	855(A)	TRAFFIC STRIPE(MULTI-POLY,)(4" WIDE)(WHITE)	LF	149.00	\$1.00	\$149.00	\$11.00	\$1,639.00			
11	856(B)	TRAFFIC STRIPE(MULTI-POLY,)(SYMBOLS)	EA	1.00	\$250.00	\$250.00	\$1,300.00	\$1,300.00			
LYON PARK						SUBTOTAL		\$15,779.00		\$47,524.00	

LYON PARK






































JOHNSTONE PARK										Brent Bell Construction	
PAY ITEM	ODOT SPEC	DESCRIPTION	UNIT	QUANTITY	Engineer's Unit Price	TOTAL BID AMOUNT	UNIT PRICE BID	TOTAL BID AMOUNT			
1	202(A)	UNCLASSIFIED EXCAVATION	CY	1,158.00	\$20.00	\$23,160.00	\$40.00	\$46,320.00			
2	205(A)	TYPE A SALVAGED TOPSOIL	CY	141.00	\$15.00	\$2,115.00	\$50.00	\$7,050.00			
3	220.00	SWPPP DOCUMENTATION	LSUM	1.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00			
4	221(C)	TEMPORARY SILT FENCE	LF	7,000.00	\$3.00	\$21,000.00	\$3.60	\$25,200.00			
5	230(A)	SOLID SLAB SODDING	SY	1,200.00	\$5.00	\$6,000.00	\$5.00	\$6,000.00			
6	303(A)	AGGREGATE BASE (TYPE A)	CY	662.00	\$80.00	\$52,960.00	\$50.00	\$33,100.00			
7	310(B)	SUBGRADE METHOD B	SY	2,977.00	\$5.00	\$14,885.00	\$6.00	\$17,862.00			
8	325.00	SEPARATOR FABRIC	SY	3,989.00	\$3.50	\$13,961.50	\$2.00	\$7,978.00			
9	409(A)	FABRIC REINFORCEMENT	SY	3,623.00	\$4.50	\$16,303.50	\$10.00	\$36,230.00			
10	411(B)	SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	667.00	\$110.00	\$73,370.00	\$105.60	\$70,435.20			
11	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	739.00	\$120.00	\$88,680.00	\$120.00	\$88,680.00			
12	609.00	(PL) PARKING BLOCK	EA	68.00	\$200.00	\$13,600.00	\$100.00	\$6,800.00			
13	610(A)	CONCRETE SIDEWALK (4")	SY	226.00	\$65.00	\$14,690.00	\$138.00	\$31,188.00			
14	610(A)	4" DECORATIVE CONCRETE SIDEWALK	SY	70.00	\$80.00	\$5,600.00	\$230.00	\$16,100.00			
15	611(G)	SPECIAL INLET DRAIN (SEE SHEET 08 FOR DETAILS)	EA	1.00	\$6,500.00	\$6,500.00	\$20,000.00	\$20,000.00			
16	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00			

LYON PARK SUBTOTAL	\$15,779.00
JOHNSTONE PARK SUBTOTAL	\$426,813.00
PROJECT TOTAL (EXCLUDING ADD ALT)	\$999,331.00
JOHNSTONE PARK (ADD ALT) SUBTOTAL	\$340,812.50
PROJECT TOTAL (INCLUDING ADD ALT)	\$1,340,143.50

\$47,524.00
\$515,271.60
\$1,285,681.50
\$302,134.40
\$1,587,815.90

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UTILITY COORDINATION		
UTILITY	CONTACT	PHONE NO.
CITY OF BARTLESVILLE - SEWER, WATER	TERRY LAURITSEN	918-338-4107
AEP/PSO	JOEY MALLINGER	918-337-1238
ONG	SARA SPEAR	918-335-5727
AT&T	JOE ANDERSON	539-444-1026
CABLE ONE	JUSTIN LINDLEY	918-440-3431
BLUE PEAK	JOSHUA NUEMANN	405-827-7414

SYMBOL LEGEND		
	ASPHALT	
	CONCRETE	
	GRAVEL	
	UNDERGROUND TELEPHONE	
	UNDERGROUND SANITARY SEWER	
	UNDERGROUND GAS	
	UNDERGROUND CABLE	
	UNDERGROUND WATER	
	UNDERGROUND STORM SEWER	
	OVERHEAD ELECTRIC	
	FENCE	
	UNDERGROUND FIBER OPTIC	
	WATER VALVE	
	WATER METER	
	FIRE HYDRANT	
	SHRUB	
	DECIDUOUS TREE	
	CONIFEROUS TREE	
	GUY WIRE	
	TELEPHONE UNDERGROUND MARKER	
	TELEPHONE PEDESTAL	
	SIGN	
	MAIL BOX	
	GAS METER	
	FIBER OPTIC PEDESTAL	
	TRAFFIC SIGNAL POLE	
	ELECTRIC METER	
	LIGHT POLE	
	TRAFFIC JUNCTION BOX	
	CABLE TV UNDERGROUND MARKER	
	BOLLARD/FENCE POST	
	SANITARY SEWER MANHOLE	
	GAS VALVE	
	STORM SEWER MANHOLE	
	FOUND MONUMENTS	
	SET MONUMENTS	
	POWER POLE	

NOTE:

THIS PROJECT COMPLIES WITH ALL OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) REQUIREMENTS.



VERTICAL CONTROL

NAVD 1988

HORIZONTAL CONTROL

OKLAHOMA STATE PLANE COORDINATE SYSTEM
NAD 1983 (1993)

NOTE:

CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH 2019 OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

CITY OF BARTLESVILLE, OK

CONSTRUCTION PLANS FOR

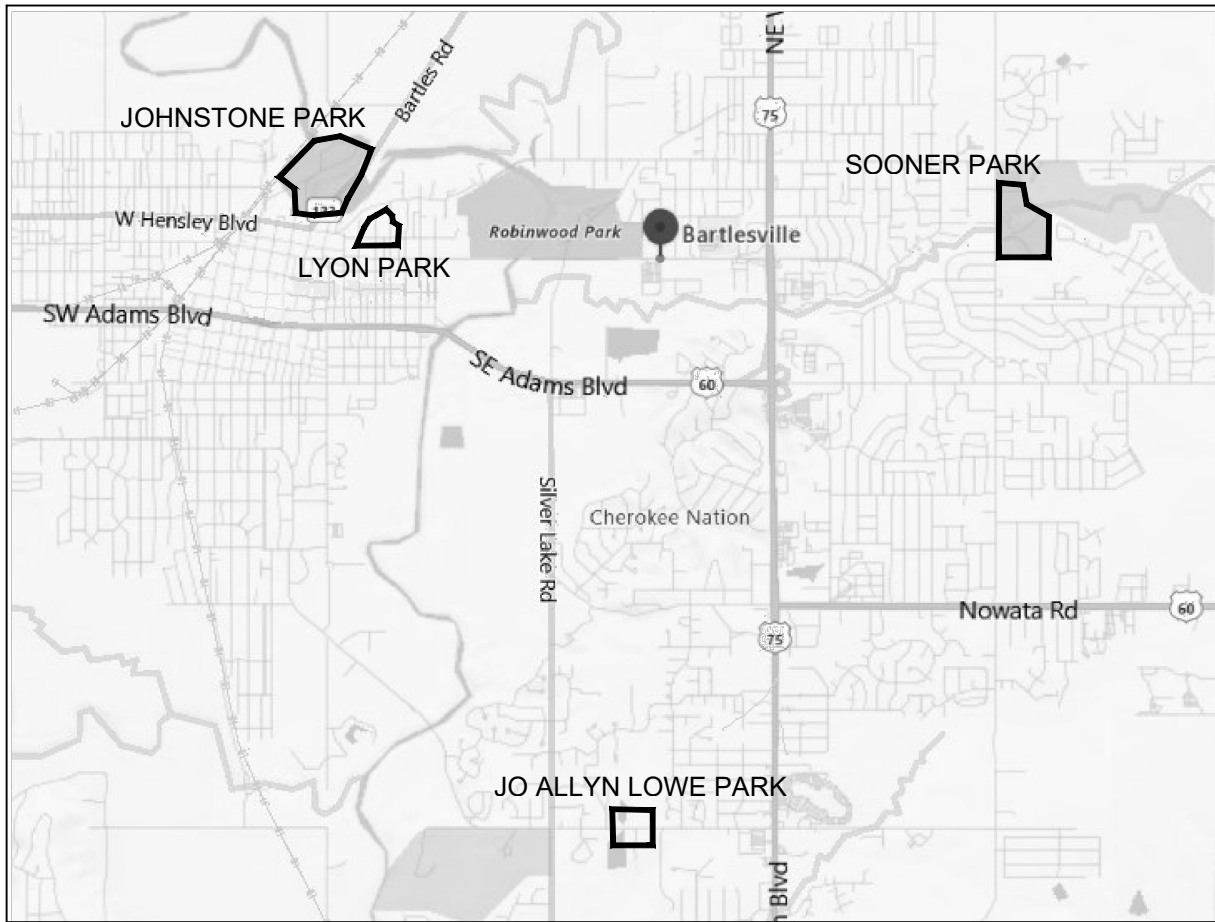
BARTLESVILLE PARKS

PROJECT - BOND PARK IMPROVEMENTS

ENGINEERING SERVICES

BARTLESVILLE, OK

BID NUMBER 2023-2024-###



R 13 E

LOCATION MAP

N.T.S.

Note: Entire project is within the Corporate and City Limits of Bartlesville, Oklahoma

INDEX OF SHEETS

1	TITLE SHEET
2-5	PAY QUANTITIES & NOTES
6	GENERAL CONSTRUCTION NOTES
7	TYPICAL SECTIONS
8	MISCELLANEOUS DETAIL SHEET
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JO ALLYN LOWE PARK	
13-14	REMOVAL SHEETS
15-16	PLAN SHEETS
17-18	PARKING PLAN
SOONER PARK	
19-21	REMOVAL SHEETS
22-24	PLAN SHEETS
25-26	PARKING PLAN
LYON PARK	
27	REMOVAL SHEET
28	PLAN SHEET
JOHNSTONE PARK	
29-31	REMOVAL SHEETS
32-35	PLAN SHEETS
36-37	GRADING SHEETS
38-40	STRIPING PLANS
41	SIDEWALK DETAILS

ODOT STANDARDS

ROADWAY		TRAFFIC	
TESCA-0	WCR-4-2	PM1-1-03	TCS1-1-01
IPD-0	TWD-2-2	PM3-1-02	TCS5-1-00
SSS-2-1	PCES-5-1	PM6-1-00	TCS8-1-00
ASCD-6-1	SPI-5-2	RSD1-1-00	
CSCD-6-1		RSD2-1-00	
PSE-2-1			

APPROVED BY:

MAYOR

DATE

CITY ENGINEER

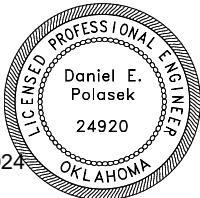
DATE

ADVERTISE DATE

PREPARED BY:

DANIEL E. POLASEK, PE
PROJECT MANAGER
BKL, INCORPORATED

4/22/2024



BKL
CA. 262 (PE) 6-30-2024
1623 E 6TH STREET TULSA,
OKLAHOMA 74120
TEL:918-835-9588
FAX:918-835-9119
MAIL@BKLINC.COM



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⚠ JO ALLYN LOWE PARK (WEST)					
ITEM NO.	SPEC. NO.	DESCRIPTION	PAY ITEM NOTE	UNIT	QUANTITY
1	202(A)	UNCLASSIFIED EXCAVATION		CY	15
2	205(A)	TYPE A SALVAGED TOPSOIL	(R-4)	CY	7
3	221(C)	TEMPORARY SILT FENCE	(R-8)	LF	750
4	230(A)	SOLID SLAB SODDING		SY	146
5	303(A)	AGGREGATE BASE (TYPE A)	(R-16)	CY	18
6	310(B)	SUBGRADE METHOD B		SY	253
7	325	SEPARATOR FABRIC		SY	150
8	409(A)	FABRIC REINFORCEMENT		SY	1,218
9	411(B)	SUPERPAVE, TYPE S3(PG 64-22 OK)	(R-26)	TON	18
10	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	(R-26)	TON	145
11	610(I)	TACTILE WARNING DEVICE - NEW		SF	10
12	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	(R-39)	LSUM	1
13	619(B)	REMOVAL OF CURB & GUTTER		LF	18
14	619(B)	REMOVAL OF CONCRETE PAVEMENT	(R-40, R-41)	SY	13
15	619(B)	REMOVAL OF ASPHALT PAVEMENT	(R-40, R-41)	SY	23
16	619(C)	SAWING PAVEMENT		LF	500
17	850(A)	SHEET ALUMINUM SIGN		SF	13
18	851(C)	1.75" SQUARE TUBE POST		LF	22
19	856(A)	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)(WHITE)	(TS-24)	LF	750
20	856(B)	TRAFFIC STRIPE(MULTI-POLY.)(SYMBOLS)		EA	1
21	SPECIAL	SPLASH BASIN		EA	1
22	SPECIAL	CURB RAMP		EA	1
⚠ JO ALLYN LOWE PARK (EAST)					
ITEM NO.	SPEC. NO.	DESCRIPTION	PAY ITEM NOTE	UNIT	QUANTITY
23	202(A)	UNCLASSIFIED EXCAVATION		CY	112
24	205(A)	TYPE A SALVAGED TOPSOIL	(R-4)	CY	26
25	221(C)	TEMPORARY SILT FENCE	(R-8)	LF	750
26	230(A)	SOLID SLAB SODDING		SY	77
27	303(A)	AGGREGATE BASE (TYPE A)	(R-16)	CY	8
28	310(B)	SUBGRADE METHOD B		SY	152
29	311(C)	PROCESS EXISTING BASE & SURFACE,METHOD C		LF	65
30	325	SEPARATOR FABRIC		SY	67
31	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	(R-26)	TON	52
32	609	(PL) PARKING BLOCK		EA	7
33	610(B)	6" CONCRETE DRIVE		SY	40
34	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	(R-39)	LSUM	1
35	619(B)	REMOVAL OF CONCRETE PAVEMENT	(R-40, R-41)	SY	4
36	619(B)	REMOVAL OF ASPHALT PAVEMENT	(R-40, R-41)	SY	8
37	619(B)	REMOVAL OF GRAVEL DRIVEWAY	(R-40, R-41)	SY	442
38	619(C)	SAWING PAVEMENT		LF	48
39	856(A)	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)(WHITE)	(TS-24)	LF	265
40	856(B)	TRAFFIC STRIPE(MULTI-POLY.)(SYMBOLS)		EA	1
⚠ JO ALLYN LOWE PARK					
ITEM NO.	SPEC. NO.	DESCRIPTION	PAY ITEM NOTE	UNIT	QUANTITY
41	220	SWPPP DOCUMENTATION AND MANAGEMENT		LSUM	1
42	641	MOBILIZATION		EA	1
43	642(A)	CONSTRUCTION STAKING LEVEL II		EA	1

PAY ITEM NOTES:

- (R-4) AN ESTIMATED QUANTITY OF 30 C.Y. TOPSOIL TO BE RESER/ED FOR REPLACEMENT OF APPROXIMATELY 5" ON COMPLETED FORESLOPES, DITCHES, AND BACKSLOPES. THIS QUANTITY IS INCLUDED IN THE EARTHWORK BALANCE. ANY ADDITIONAL EXCAVATION REQUIRED IN CUT SECTIONS TO ALLOW FOR PLACEMENT OF TOPSOIL TO FINAL GRADE, SHALL BE INCLUDED IN PRICE BID.
- (R-8) PRICE BID TO INCLUDE COST OF ALL NECESSARY MAINTENANCE, MAINTAINING DEVICE IN PROPER UPRIGHT POSITION, REMOVAL OF DEVICE, AND REMOVAL OF SEDIMENT WHEN IT REACHES HALF THE HEIGHT OF THE DEVICE..
- (R-16) PAYMENT FOR THIS ITEM WILL BE THE THEORETICAL CROSS SECTION MULTIPLIED BY THE INSTALLED LENGTH.
- (R-26) ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK.
- (R-39) INCLUDES REMOVAL OF ALL EXISTING ROADWAY DRAINAGE STRUCTURES, HEADWALLS (UNLESS OTHERWISE SPECIFIED), INLETS, FENCES, AND OTHER STRUCTURES WITHIN THE RIGHT OF WAY.
- (R-40) TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.
- (R-41) MATERIALS REMOVED SHALL NOT BE MEASURED FOR PAYMENT UNDER SECTION 202.06 UNCLASSIFIED EXCAVATION.

TRAFFIC SIGNING PAY QUANTITY NOTES:

- (TS-24) QUANTITY SHOWN INCLUDES 1,046 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND 0 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(YELLOW) AND WILL BE MEASURED BY THE LINEAR FOOT OF FOUR INCH (4"_ WIDE TRAFFIC STRIPE).



JO ALLYN LOWE PARK - PAY QUANTITIES & NOTES											
BOND PARK IMPROVEMENTS											
PARKS DEPARTMENT											
CITY OF BARTLESVILLE, OKLAHOMA ENGINEERING SERVICES											
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED											
1623 E. 6TH STREET			TULSA, OKLA. 74120			918-835-9688					
REVISION	BY	DATE	PLAN SCALE:	DRAWN BY:	JIB	2/24	APPROVED:				
ADDENDUM 5	DEP	6/24		DESIGNED BY:	DEP	2/24					
				SURVEY BY:	TLS	4/23					
			PROFILE SCALE:	PROJ. MGR.			CITY ENGINEER				
			HORIZONTAL:	LEAD ENGR.							
				FIELD MGR.							
			VERTICAL:	RECOMMENDED:							
				DESIGN MANAGER							
			FILE:	DRAWING:				DATE:			
								SHEET 2 OF 4 SHEETS			

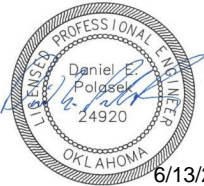
SOONER PARK - PAY QUANTITIES					
ITEM NO.	SPEC. NO.	DESCRIPTION	PAY ITEM NOTE	UNIT	QUANTITY
1	202(A)	UNCLASSIFIED EXCAVATION		CY	786
2	205(A)	TYPE A SALVAGED TOPSOIL	(R-4)	CY	311
3	220	SWPPP DOCUMENTATION AND MANAGEMENT		LSUM	1
4	221(C)	TEMPORARY SILT FENCE	(R-8)	LF	4,500
5	230(A)	SOLID SLAB SODDING		SY	2,711
6	303(A)	AGGREGATE BASE (TYPE A)	(R-16)	CY	641
7	310(B)	SUBGRADE METHOD B		SY	2,964
8	325	SEPARATOR FABRIC		SY	3,710
9	402(E)	TRAFFIC BOUND SURFACE COURSE TYPE E	(R-20)	TON	110
10	409(A)	FABRIC REINFORCEMENT		SY	6,264
11	411(B)	SUPERPAVE, TYPE S3(PG 64-22 OK)	(R-26)	TON	664
12	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	(R-26)	TON	1,034
13	609	(PL) PARKING BLOCK		EA	36
14	610(A)	4" CONCRETE SIDEWALK		SY	88
15	613(A)	18" R.C. PIPE CLASS III		LF	3
16	613(L)	18" PREFAB. CULVERT END SEC., ROUND		EA	1
17	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	(R-39)	LSUM	1
18	619(B)	REMOVAL OF HEADWALL	(R-40, R-41)	EA	1
19	619(B)	REMOVAL OF ASPHALT PAVEMENT	(R-40, R-41)	SY	1,782
20	619(B)	REMOVAL OF GRAVEL DRIVE	(R-40, R-41)	SY	495
21	619(B)	REMOVAL OF CURB	(R-40, R-41)	LF	75
22	619(C)	SAWING PAVEMENT		LF	1,241
23	624(H)	(PL) GATE		EA	1
24	631(A)	(SP) STATIONARY BOLLARD		EA	4
25	632	(PL) REMOVE AND RESET FLAG POLE		EA	1
26	641	MOBILIZATION		LSUM	1
27	642(A)	CONSTRUCTION STAKING LEVEL II		LSUM	1
28	805(A)	(PL) REMOVAL OF EXISTING SIGNS		EA	2
29	805(D)	(PL) REMOVE & RESET LIGHT POLE		EA	2
30	850(A)	SHEET ALUMINUM SIGN		SF	30
31	851(C)	1.75" SQUARE TUBE POST		LF	55
32	856(A)	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)	(TS-24)	LF	5,892
33	856(B)	TRAFFIC STRIPE(MULTI-POLY.)(SYMBOLS)		EA	8
34	SPECIAL	QUICK SET FLOWABLE FILL		CY	1

PAY ITEM NOTES:

- (R-4) AN ESTIMATED QUANTITY OF 300 C.Y. TOPSOIL TO BE RESERVED FOR REPLACEMENT OF APPROXIMATELY 5" ON COMPLETED FORESLOPES, DITCHES, AND BACKSLOPES. THIS QUANTITY IS INCLUDED IN THE EARTHWORK BALANCE. ANY ADDITIONAL EXCAVATION REQUIRED IN CUT SECTIONS TO ALLOW FOR PLACEMENT OF TOPSOIL TO FINAL GRADE, SHALL BE INCLUDED IN PRICE BID.
- (R-8) PRICE BID TO INCLUDE COST OF ALL NECESSARY MAINTENANCE, MAINTAINING DEVICE IN PROPER UPRIGHT POSITION, REMOVAL OF DEVICE, AND REMOVAL OF SEDIMENT WHEN IT REACHES HALF THE HEIGHT OF THE DEVICE.
- (R-16) PAYMENT FOR THIS ITEM WILL BE THE THEORETICAL CROSS SECTION MULTIPLIED BY THE INSTALLED LENGTH.
- (R-20) ESTIMATED AT 120 LBS. PER CU. FT.
- (R-26) ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK.
- (R-39) INCLUDES REMOVAL OF ALL EXISTING ROADWAY DRAINAGE STRUCTURES, HEADWALLS (UNLESS OTHERWISE SPECIFIED), INLETS, FENCES, AND OTHER STRUCTURES WITHIN THE RIGHT OF WAY.
- (R-40) TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.
- (R-41) MATERIALS REMOVED SHALL NOT BE MEASURED FOR PAYMENT UNDER SECTION 202.06 UNCLASSIFIED EXCAVATION.

TRAFFIC SIGNING PAY QUANTITY NOTES:

- (TS-24) QUANTITY SHOWN INCLUDES 4,857 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND 1,035 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(YELLOW) AND WILL BE MEASURED BY THE LINEAR FOOT OF FOUR INCH (4" _ WIDE TRAFFIC STRIPE.



6/13/2024

REVISION

BY

DATE

ADDENDUM 1

DEP

6/24

PLAN SCALE:

DRAWN BY:

JIB

2/24

DESIGNED BY:

DEP

2/24

SURVEY BY:

TLS

4/23

PROFILE SCALE:

PROJ. MGR.

HORIZONTAL:

LEAD ENGR.

FIELD MGR.

VERTICAL:

RECOMMENDED:

DESIGN MANAGER

FILE:

DRAWING:

DATE:

SHEET 3 OF 41 SHEETS

APPROVED:

CITY ENGINEER

SOONER PARK - PAY QUANTITES & NOTES

BOND PARK IMPROVEMENTS

PARKS DEPARTMENT

CITY OF BARTLESVILLE, OKLAHOMA
ENGINEERING SERVICES

PLANS & ESTIMATES PREPARED BY:
BKL, INCORPORATED

1623 E. 6TH STREET
TULSA, OKLA. 74120
918-835-9688

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LYON PARK - PAY QUANTITIES					
ITEM NO.	SPEC. NO.	DESCRIPTION	PAY ITEM NOTE	UNIT	QUANTITY
1	202(A)	UNCLASSIFIED EXCAVATION		CY	44
2	220	SWPPP DOCUMENTATION AND MANAGEMENT		LSUM	1
3	221(C)	TEMPORARY SILT FENCE	(R-8)	LF	500
4	402(E)	TRAFFIC BOUND SURFACE COURSE TYPE E	(R-20)	TON	17
5	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	(R-26)	TON	26
6	609	(PL) PARKING BLOCK		EA	5
7	641	MOBILIZATION		LSUM	1
8	642(A)	CONSTRUCTION STAKING LEVEL II		LSUM	1
9	805(D)	(PL)REMOVE & RESET GROUND MOUNTED SIGN		EA	1
10	855(A)	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)(WHITE)	(TS-24)	LF	149
11	856(B)	TRAFFIC STRIPE(MULTI-POLY.)(SYMBOLS)		EA	1

PAY ITEM NOTES:

- (R-8) PRICE BID TO INCLUDE COST OF ALL NECESSARY MAINTENANCE, MAINTAINING DEVICE IN PROPER UPRIGHT POSITION, REMOVAL OF DEVICE, AND REMOVAL OF SEDIMENT WHEN IT REACHES HALF THE HEIGHT OF THE DEVICE.
- (R-20) ESTIMATED AT 120 LBS. PER CU. FT.
- (R-26) ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK.

TRAFFIC SIGNING PAY QUANTITY NOTES:

- (TS-24) QUANTITY SHOWN INCLUDES 4,857 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND 1,035 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(YELLOW) AND WILL BE MEASURED BY THE LINEAR FOOT OF FOUR INCH (4" _ WIDE TRAFFIC STRIPE.



4/22/2024

LYON PARK - PAY QUANTITES & NOTES			
BOND PARK IMPROVEMENTS			
PARKS DEPARTMENT			
CITY OF BARTLESVILLE, OKLAHOMA ENGINEERING SERVICES			
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED			
1623 E. 6TH STREET TULSA, OKLA. 74120		918-835-9688	
REVISION	BY	DATE	APPROVED:
PLAN SCALE:	DRAWN BY:	JIB 2/24	
	DESIGNED BY:	DEP 2/24	
	SURVEY BY:	TLS 4/23	
PROFILE SCALE:	PROJ. MGR.		CITY ENGINEER
	LEAD ENGR.		
HORIZONTAL:	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE:
	DESIGN MANAGER		
FILE:	DRAWING:		SHEET 4 OF 41 SHEETS

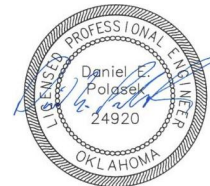
JOHNSTONE PARK (BASE BID)					
ITEM NO.	SPEC. NO.	DESCRIPTION	PAY ITEM NOTE	UNIT	QUANTITY
1	202(A)	UNCLASSIFIED EXCAVATION		CY	1,158
2	205(A)	TYPE A SALVAGED TOPSOIL	(R-4)	CY	141
3	220	SWPPP DOCUMENTATION		LSUM	1
4	221(C)	TEMPORARY SILT FENCE		LF	7,000
5	230(A)	SOLID SLAB SODDING		SY	1,200
6	303(A)	AGGREGATE BASE (TYPE A)		CY	662
7	310(B)	SUBGRADE METHOD B		SY	2,977
8	325	SEPARATOR FABRIC		SY	3,989
9	409(A)	FABRIC REINFORCEMENT		SY	3,623
10	411(B)	SUPERPAVE, TYPE S3(PG 64-22 OK)	(R-26)	TON	667
11	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	(R-26)	TON	739
12	609	(PL) PARKING BLOCK		EA	68
13	610(A)	CONCRETE SIDEWALK (4")		SY	226
14	610(A)	4" DECORATIVE CONCRETE SIDEWALK		SY	70
15	611(G)	SPECIAL INLET DRAIN (SEE SHEET 08 FOR DETAILS)	(1)	EA	1
16	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	(R-39, R-40)	LSUM	1
17	619(B)	REMOVAL OF ASPHALT PAVEMENT	(R-40)	SY	917
18	619(B)	REMOVAL OF GRAVEL	(R-40)(R-41)	SY	2,581
19	619(C)	SAWING PAVEMENT		LF	242
20	641	MOBILIZATION		EA	1
21	642(A)	CONSTRUCTION STAKING LEVEL II		EA	1
22	805(A)	REMOVAL OF TRAFFIC ITEMS		EA	2
23	850(A)	SHEET ALUMINUM SIGN		SF	19
24	851(C)	1.75" SQUARE TUBE POST		LF	44
25	856(A)	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)(WHITE)	(TS-24)	LF	3,382
26	856(A)	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)(YELLOW)	(TS-24)	LF	474
27	856(A)	TRAFFIC STRIPE(MULTI-POLY.)(24" WIDE)(WHITE)	(TS-24)	LF	14
28	856(B)	TRAFFIC STRIPE(MULTI-POLY.)(ARROWS)		EA	1
29	856(B)	TRAFFIC STRIPE(MULTI-POLY.)(WORDS)		EA	2
30	930	BRONZE SIDEWALK INSERT	(2)	EA	1
JOHNSTONE PARK (NEW PARKING) (ADD ALT)					
ITEM NO.	SPEC. NO.	DESCRIPTION	PAY ITEM NOTE	UNIT	QUANTITY
31	202(A)	UNCLASSIFIED EXCAVATION		CY	907
32	205(A)	TYPE A SALVAGED TOPSOIL	(R-4)	CY	1,079
33	220	SWPPP DOCUMENTATION		LSUM	1
34	221(C)	TEMPORARY SILT FENCE		LF	2,000
35	230(A)	SOLID SLAB SODDING		SY	6,475
36	303(A)	AGGREGATE BASE (TYPE A)		CY	867
37	310(B)	SUBGRADE METHOD B		SY	2,855
38	325	SEPARATOR FABRIC		SY	3,151
39	411(B)	SUPERPAVE, TYPE S3(PG 64-22 OK)	(R-26)	TON	522
40	411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	(R-26)	TON	261
41	609(B)	COMBINED CURB AND GUTTER.(6" BARRIER)		LF	165
42	612(F)	WATER METER ADJUSTED TO GRADE		EA	1
43	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	(R-39, R-40)	LSUM	1
44	619(B)	REMOVAL OF CONCRETE PAVEMENT	(R-40)	SY	450
45	619(B)	REMOVAL OF GRAVEL	(R-40)	SY	6,412
46	642(A)	CONSTRUCTION STAKING LEVEL II		EA	1
47	856(A)	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)(WHITE)	(TS-24)	LF	1,039
48	856(B)	TRAFFIC STRIPE(MULTI-POLY.)(ARROWS)		EA	14

PAY ITEM NOTES:

- | | |
|--------|--|
| (R-4) | AN ESTIMATED QUANTITY OF 105 TOPSOIL TO BE RESERVED FOR REPLACEMENT OF APPROXIMATELY 5" ON COMPLETED FORESLOPES, DITCHES, AND BACKSLOPES. THIS QUANTITY IS INCLUDED IN THE EARTHWORK BALANCE. ANY ADDITIONAL EXCAVATION REQUIRED IN CUT SECTIONS TO ALLOW FOR PLACEMENT OF TOPSOIL TO FINAL GRADE, SHALL BE INCLUDED IN THE PRICE BID. |
| (R-8) | PRICE BID TO INCLUDE COST OF ALL NECESSARY MAINTENANCE, MAINTAINING DEVICE IN PROPER UPRIGHT POSITION, REMOVAL OF DEVICE, AND REMOVAL OF SEDIMENT WHEN IT REACHES HALF THE HEIGHT OF THE DEVICE. |
| (R-16) | PAYMENT FOR THIS ITEM WILL BE THE THEORETICAL CROSS SECTION MULTIPLIED BY THE INSTALLED LENGTH. |
| (R-26) | ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK. |
| (R-39) | INCLUDES REMOVAL OF ALL EXISTING ROADWAY DRAINAGE STRUCTURES, HEADWALLS (UNLESS OTHERWISE SPECIFIED), INLETS, FENCES, AND OTHER STRUCTURES WITHIN THE RIGHT OF WAY. |
| (R-40) | TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER. |
| (R-41) | MATERIALS REMOVED SHALL NOT BE MEASURED FOR PAYMENT UNDER SECTION 202.06 UNCLASSIFIED EXCAVATION. |
| (1) | TO BE ZURN P12-HPDE CLASS E H-20 LONGITUDINAL SLOTTED HEEL-PROOF DUCTILE IRON 12"x24" OR APPROVED EQUAL. |
| (2) | SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL BEFORE FABRICATION OF BRONZE INSERT. |

TRAFFIC SIGNING PAY QUANTITY NOTES:

- (TS-24) QUANTITY SHOWN INCLUDES 3,382 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND 474 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(YELLOW) AND WILL BE MEASURED BY THE LINEAR FOOT OF FOUR INCH (4" _ WIDE TRAFFIC STRIPE.



4/22/2024

			JOHNSTONE PARK - PAY QUANTITIES & NOTES						
			BOND PARK IMPROVEMENTS						
			PARKS DEPARTMENT						
			CITY OF BARTLESVILLE, OKLAHOMA						
			ENGINEERING SERVICES						
			PLANS & ESTIMATES PREPARED BY:						
			BKL, INCORPORATED						
			1623 E. 6TH STREET			TULSA, OKLA. 74120		918-835-9588	
REVISION	BY	DATE	PLAN SCALE:	DRAWN BY:	JIB	2/24	APPROVED:		
				DESIGNED BY:	DEP	2/24			
				SURVEY BY:	TLS	4/23			
			PROFILE SCALE	PROJ. MGR.					
			HORIZONTAL:	LEAD ENGR.					
				FIELD MGR.					
			VERTICAL:	RECOMMENDED:					
				DESIGN MANAGER					
			FILE:	DRAWING:			DATE:		
							SHEET 5 OF 41 SHEETS		

GENERAL CONSTRUCTION NOTES 2019

- (1) IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.
- (2) THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.
- (3) MAINTENANCE OF THROUGH TRAFFIC INCLUDES THE MAINTENANCE OF THE EXISTING ROAD IN CLOSE PROXIMITY TO THE NEW CONSTRUCTION AS SHOWN ON THE PLANS.
- (4) FOR PROJECTS THAT INCLUDE WIDENING AND/OR RESURFACING, THE CONTRACTOR SHALL SCHEDULE OPERATIONS TO MINIMIZE POTENTIAL DROP-OFF HAZARDS AND SHALL SUBMIT A SEQUENCE OF CONSTRUCTION OPERATIONS TO THE RESIDENT ENGINEER FOR APPROVAL BEFORE OPERATIONS BEGIN. ANY PORTION OF THE CONSTRUCTION OPERATIONS, SUCH AS SUPERPAVE LAYING OPERATIONS, EXCAVATION FOR PAVEMENT WIDENING, OR EXTENSION OF ROADWAY STRUCTURES, SHALL BE LIMITED TO ONE SIDE AT A TIME, AND THE PROCEDURES OUTLINED IN THE PAVEMENT DROP-OFF TREATMENT STANDARD PDT-2 (LATEST REVISION) SHALL BE IMPLEMENTED. ONLY THAT AMOUNT OF OPEN TRENCH WILL BE ALLOWED THAT CAN BE SURFACED IN 1(ONE) DAY'S TIME WITHOUT APPROVAL BY THE ENGINEER. LIGHTS, SIGNS AND BARRICADES SHALL BE MOVED AS WORK PROGRESSES.
- (5) ALL TREES, BRUSH, AND OTHER DEBRIS THAT MIGHT INTERFERE WITH THE FLOW OF WATER SHALL BE CLEANED OUT TO THE RIGHT-OF-WAY LINE, AT EACH STRUCTURE AND BRIDGE, IN A MANNER APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- (6) THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY RIGHT-OF-WAY FENCE AS REQUIRED. WHEN THE PORTION OF THE PROJECT THAT REQUIRED THIS FENCE IS COMPLETED, THE TEMPORARY FENCE SHALL BE REMOVED, AND PERMANENT RIGHT-OF-WAY FENCING SHALL BE RESTORED OR INSTALLED IN A MANNER APPROVED BY THE ENGINEER. ALL COST OF TEMPORARY FENCING SHALL BE INCLUDED IN OTHER ITEMS OF WORK.
- (7) ALL FLOWLINES THAT ARE TO BE FILLED SHALL BE THOROUGHLY TAMPED BEFORE CONSTRUCTION OR EXTENSION OF DRAINAGE STRUCTURES. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- (8) IN ORDER TO ALLEVIATE DUST CONDITIONS DURING GRADING OPERATIONS AND BEFORE PAVEMENT WORK IS COMPLETED, THE CONTRACTOR SHALL SPRINKLE GRADING AT INTERVALS APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- (9) THE CONTRACTOR SHALL NOT WASTE ANY EXCESS EXCAVATION UNTIL ALL PLANNED EMBANKMENTS AND BACKFILLS ARE COMPLETED. EXCESS UNCLASSIFIED EXCAVATION MATERIAL DETERMINED BY THE ENGINEER TO BE SUITABLE FOR BACKFILL SHALL BE USED TO REDUCE ANY UNCLASSIFIED BORROW. NEED COST OF SECOND HANDLING SHALL BE INCLUDED IN OTHER ITEMS OF WORK. ANY REMAINING EXCESS EXCAVATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER.
- (10) PRIME COAT SHALL BE APPLIED TO THE SUBGRADE IMMEDIATELY AFTER FINAL COMPACTION AND SHAPING TO RETAIN MOISTURE FOR PROPER CHEMICAL REACTION OF THE SOIL ADDITIVE.
- (11) THE CONTRACTOR SHALL KEEP THE OPEN TRENCH DRAINED. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

GENERAL CONSTRUCTION NOTES 2019 (con.)

- (12) THE PLANTING OF MULCH SOD SHALL BE RESTRICTED TO THE PERIOD FROM TO .
- (13) AREAS ON WHICH SALVAGED TOPSOIL IS TO BE REPLACED SHALL HAVE 18-46-0 FERTILIZER APPLIED, AT THE RATE OF 150 POUNDS PER ACRE, JUST PRIOR TO THE REPLACEMENT OF SALVAGED TOPSOIL.
- (14) AT THE BEGINNING OF TURFING OPERATIONS, ANY AREAS INCLUDED IN PLANNED QUANTITIES THAT HAVE GROWN A SATISFACTORY VOLUNTEER TURF OF PERENNIAL GRASS, AS DETERMINED BY THE ENGINEER, SHALL BE FERTILIZED AND WATERED AS CALLED FOR ON THE PLANS, BUT SHALL NOT BE SEEDED, SODDED, OR SPRIGGED.
- (15) BITUMINOUS SURFACING ON AGGREGATE BASE WHICH IS TO BE RELAID SHALL BE SCARIFIED AND INCORPORATED INTO THE AGGREGATE BASE MATERIAL. IN ALL OTHER RESPECTS, THE MATERIAL TO BE RELAID SHALL MEET THE SPECIFICATIONS FOR "AGGREGATE BASE."
- (16) SURFACING OF RETURNS, UNLESS OTHERWISE SHOWN ON THE PLANS, SHALL BE OF THE SAME MATERIAL (BASE AND SURFACE) AS THAT OF THE ABUTTING SHOULDER OF THE MAINLINE. BASE AND SURFACE THICKNESS SHALL BE THE THICKNESS SHOWN ON PLANS.
- (17) ONLY THE SILICONE SEALANT OPTIONS, FROM STANDARD LECS-5, WILL BE ALLOWED ON THIS PROJECT.
- (18) PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS, OR OTHER DISFIGUREMENT.
- (19) EXCESS ASPHALT AT JOINTS AND CRACKS IN EXISTING PAVEMENT SHALL BE REMOVED FLUSH TO TOP OF PAVING IN A MANNER APPROVED BY THE ENGINEER.
- (20) ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, PATHS, SIDEWALKS, CURB RAMPS, AND CROSSWALK MARKINGS WILL COMPLY WITH PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), PUBLISHED JULY 26, 2011. WHERE SPECIAL LIMITATIONS OF EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH PROWAG, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURES. THE CONTRACTOR WILL NOT PROCEED WITH ANY OF THE WORK, WHICH IS NOT IN FULL COMPLIANCE WITH PROWAG, WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF PROWAG FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- (21) THE CROSS SLOPE FOR PATHS, SIDEWALKS, AND RAMPS WITHIN THE LIMITS OF AN ACCESSIBLE ROUTE WILL NOT EXCEED 1:50 OR 2%.
- (22) RAMP LONGITUDINAL SLOPES WILL NOT EXCEED 1:12 OR 8.33%.
- (23) THE CONTINUOUS PATH'S CROSS SLOPE WILL NOT EXCEED 2% THROUGH DRIVEWAYS. SEE DRIVEWAY DETAIL ON ODOT ROADWAY STANDARD WCR-4 AND SPECIAL DRIVEWAY DETAILS.
- (24) SIDEWALK AND RAMP LOCATIONS HAVE BEEN DEPICTED WITHOUT KNOWLEDGE OF ULTIMATE UTILITY STRUCTURE LOCATIONS. LOCATIONS WILL BE ADJUSTED TO AVOID ABOVE GRADE UTILITY STRUCTURES SUCH AS UTILITY POLES, RISERS, GUY ANCHORS, AND OTHER ABOVE GRADE APPURTENANCES. NO SUCH STRUCTURES WILL BE ALLOWED WITH THE 'PEDESTRIAN ACCESS ROUTE' AS DEFINED BY PROWAG.

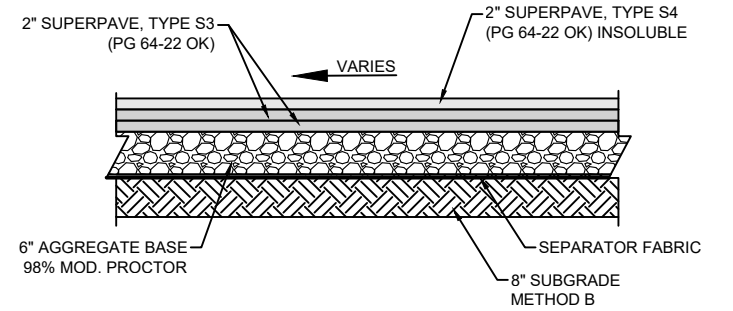


4/22/2024

GENERAL CONSTRUCTION NOTES			
BOND PARK IMPROVEMENTS			
PARKS DEPARTMENT			
CITY OF BARTLESVILLE, OKLAHOMA ENGINEERING SERVICES			
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED			
1623 E. 6TH STREET		TULSA, OKLA. 74120	
		918-835-9588	
PLAN SCALE:	DRAWN BY:	JIB	2/24
	DESIGNED BY:	DEP	2/24
	SURVEY BY:	TLS	4/23
PROFILE SCALE	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		
	DESIGN MANAGER		CITY ENGINEER
FILE:		DATE:	
DRAWING:		SHEET 6 OF 41 SHEETS	

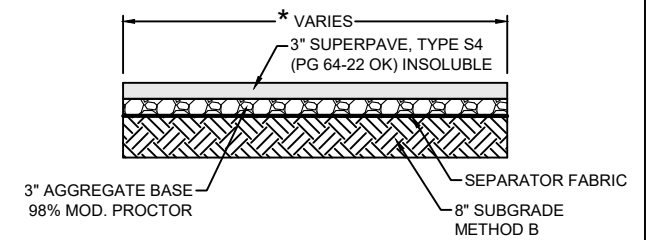
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JOHNSTONE PARK	N.T.S.	JO ALLYN LOWE PARK
STA. 17+49.15 TO STA. 18+53.88		SOONER PARK
STA. 19+06.59 TO STA. 43+77.00		



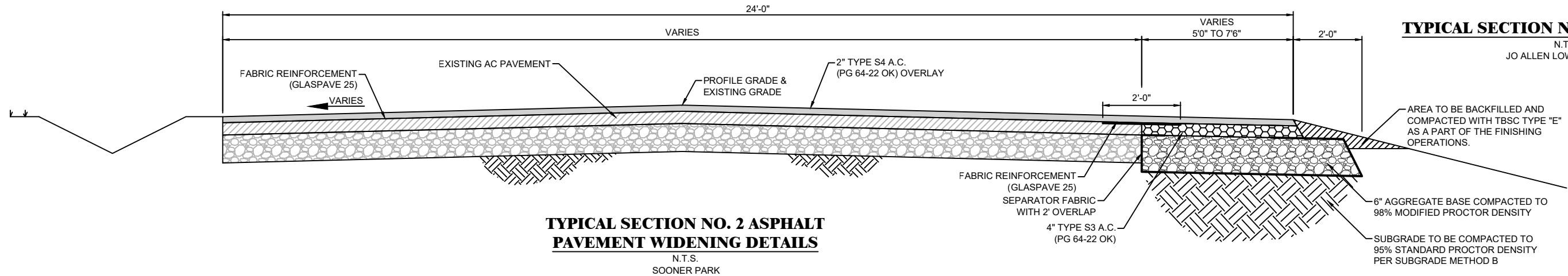
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N.T.S.
JOHNSTONE PARK
JO ALLYN LOWE PARK
SOONER PARK
LYON PARK



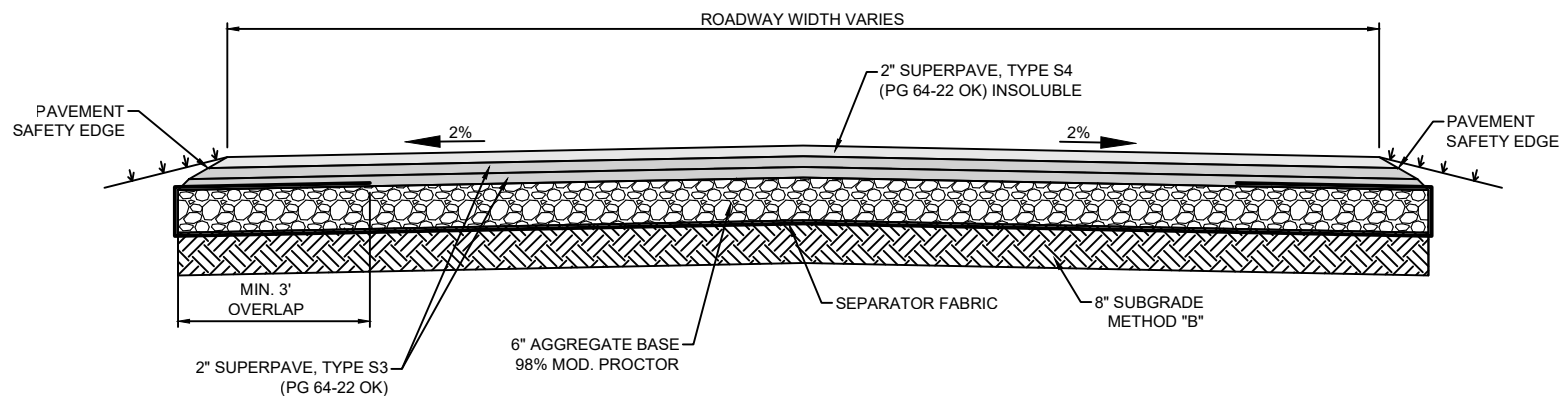
TYPICAL SECTION NO. 5 ASPHALT TRAIL

N.T.S.
JO ALLEN LOWE PARK (W=5')



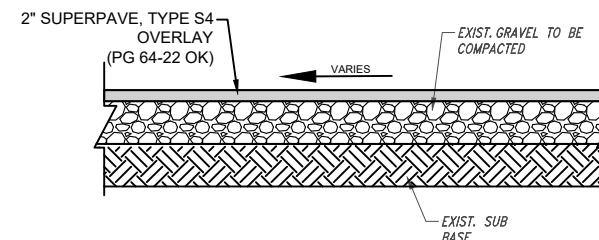
TYPICAL SECTION NO. 2 ASPHALT PAVEMENT WIDENING DETAILS

N.T.S.
SOONER PARK



TYPICAL SECTION NO. 3 FULL DEPTH ASPHALT PAVEMENT

N.T.S.
JOHNSTONE PARK
STA. 14+46.74 TO STA. 17+49.15



TYPICAL SECTION NO. 6 ASPHALT OVER GRAVEL

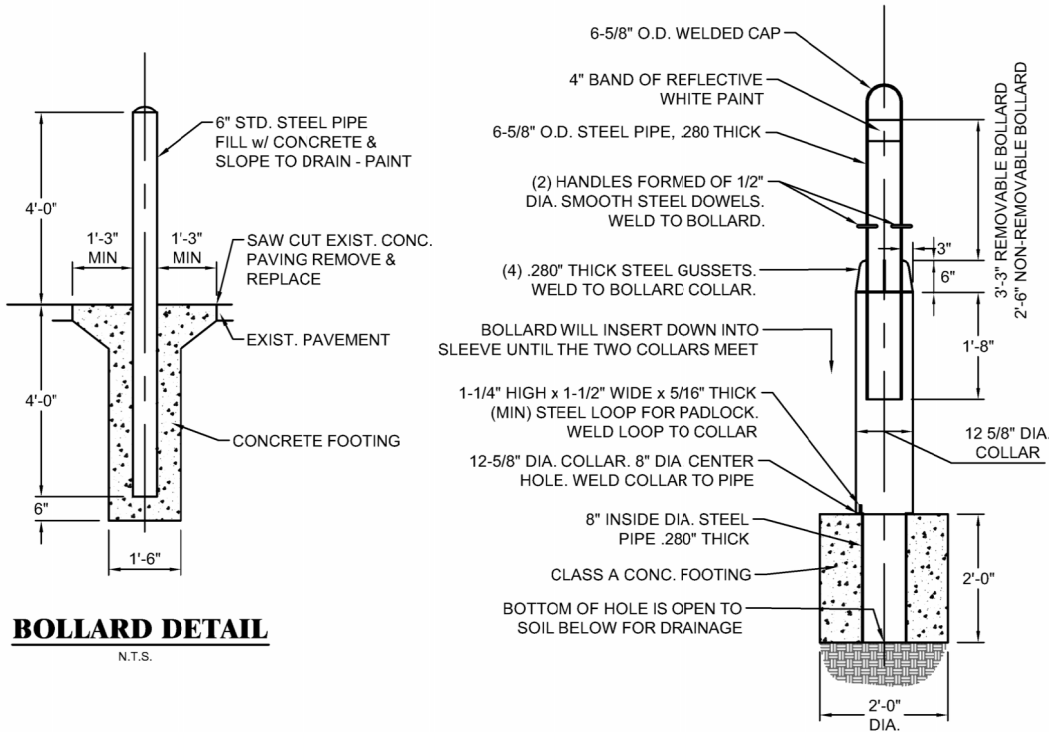
N.T.S.
LYON PARK
JO ALLYN LOWE PARK
JOHNSTONE PARK



4/22/2024

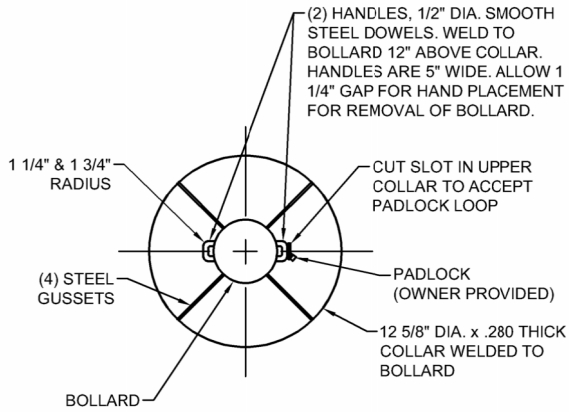
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BOND PARK IMPROVEMENTS									
PARKS DEPARTMENT									
CITY OF BARTLESVILLE, OKLAHOMA ENGINEERING SERVICES									
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED									
1823 E. 6TH STREET				TULSA, OKLA. 74120			918-835-9588		
PLAN SCALE:		DRAWN BY:		JIB		2/24		APPROVED:	
N/A		DESIGNED BY:		DEP		2/24			
		SURVEY BY:		TLS		4/23			
PROFILE SCALE		PROJ. MGR.							
HORIZONTAL:		LEAD ENGR.							
N/A		FIELD MGR.							
VERTICAL:		RECOMMENDED:							
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FILE:				DRAWING:				DATE:	
								SHEET 7 OF 41 SHEETS	

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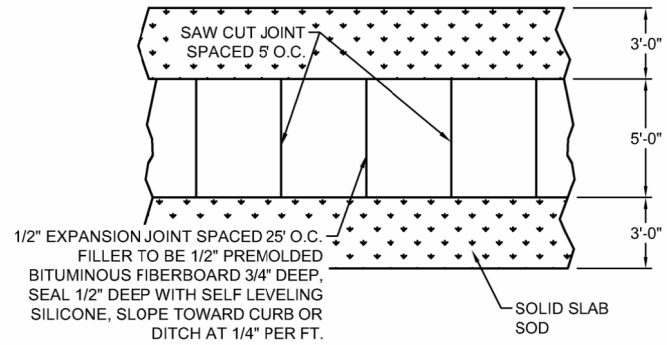


BOLLARD DETAIL
N.T.S.

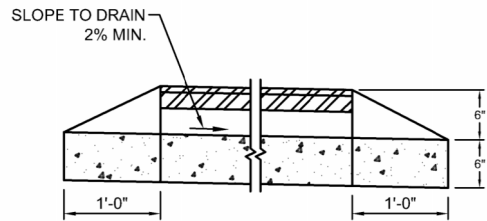
REMOVABLE BOLLARD DETAIL
N.T.S.



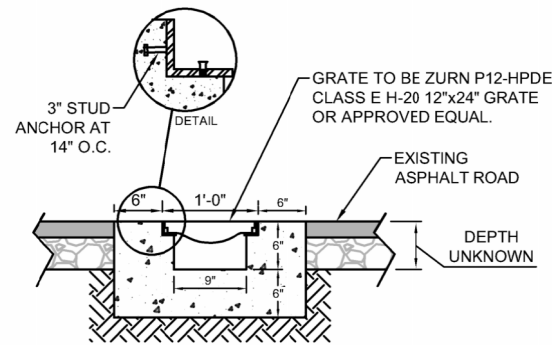
BOLLARD PLAN DETAIL
N.T.S.



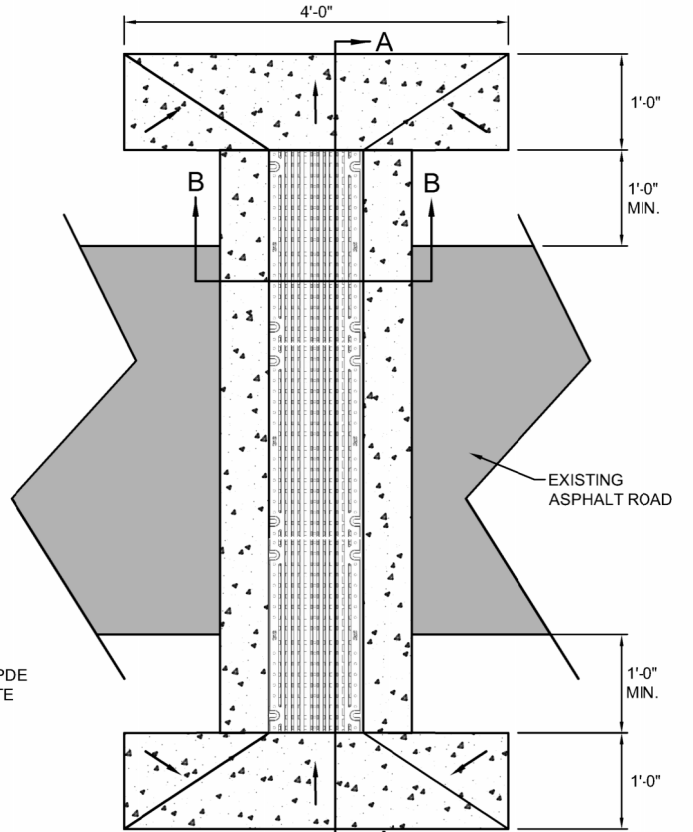
PLAN DETAIL OF CONCRETE SIDEWALK
N.T.S.



SECTION A-A
N.T.S.



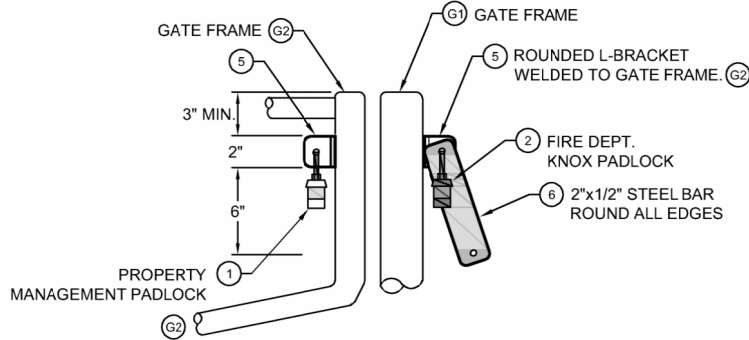
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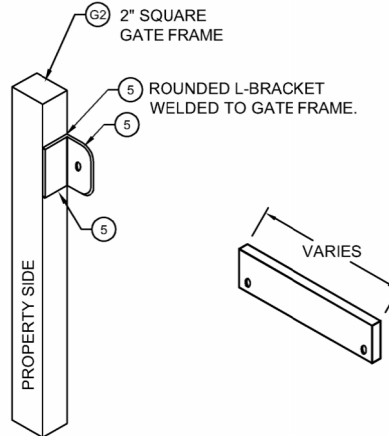
TRENCH DRAIN
N.T.S.
JOHNSTONE PARK
STA. 30+20.64

GENERAL NOTES:

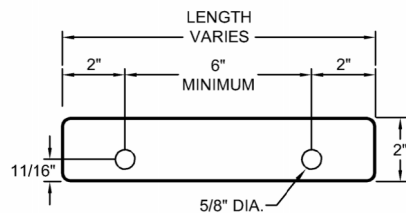
- PROPERTY OWNER/MANAGEMENT PADLOCK
- FIRE DEPT. PADLOCK SHALL BE ACCESSIBLE FROM BOTH SIDES OF GATE.
- APPROVED FIRE LANE SIGNS WITH REFLECTIVE BACKGROUND, PLACED BACK TO BACK AND FASTENED ON ALL 4 CORNERS. 1/4" x 1 1/2" MOUNTING STRAPS.
- THE MINIMUM OVERALL WIDTH OF THE GATE OPENING SHALL BE 16 FT.
- WELD MODIFIED L-BRACKET TO GATE FRAME. ROUND ALL EDGES. (TYPICAL 2 PLACES)
- LOCKING BAR LENGTH IS DETERMINED BY THE FRAME WIDTH AND THE GAP WIDTH BETWEEN THE 2 GATES. REMOVE ALL SHARP EDGES/ROUND ALL CORNERS.
- 24"x36" CONCRETE POST FOOTINGS.



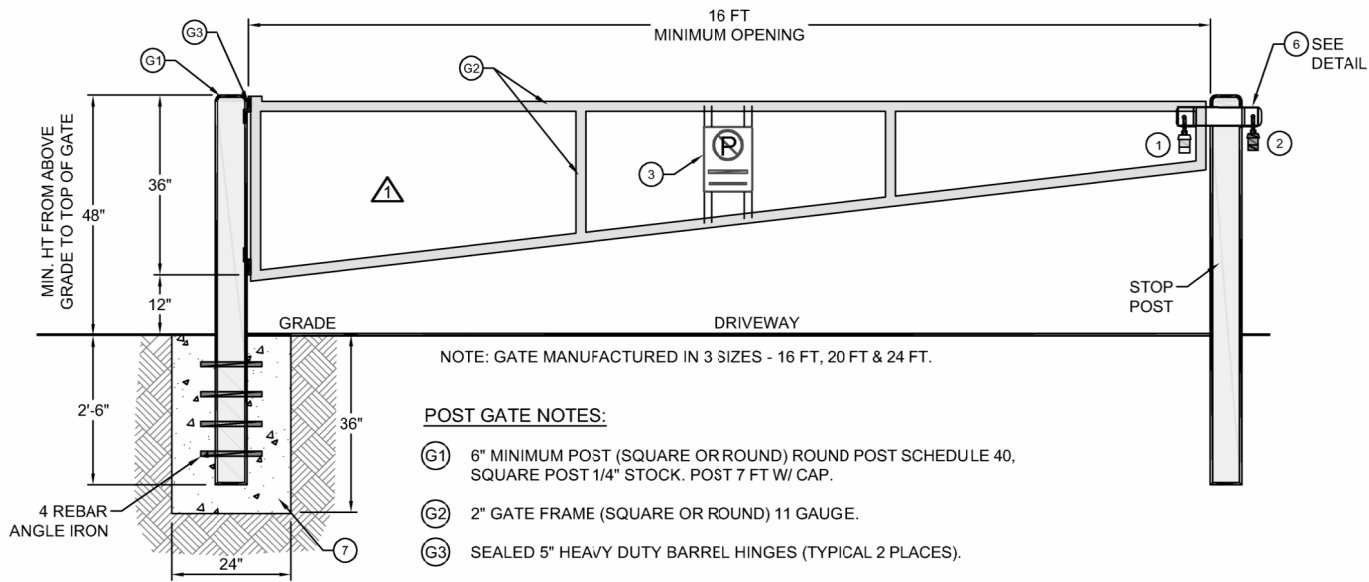
BAR DETAIL
UNLOCKED POSITION
N.T.S.



LOCKING POST DETAIL
N.T.S.



LOCKING BAR DETAIL
N.T.S.



NOTE: GATE MANUFACTURED IN 3 SIZES - 16 FT, 20 FT & 24 FT.

POST GATE NOTES:

- 6" MINIMUM POST (SQUARE OR ROUND) ROUND POST SCHEDULE 40, SQUARE POST 1/4" STOCK. POST 7 FT W/ CAP.
- 2" GATE FRAME (SQUARE OR ROUND) 11 GAUGE.
- SEALED 5" HEAVY DUTY BARREL HINGES (TYPICAL 2 PLACES).

SOONER PARK GATE DETAIL
N.T.S.



6/25/2024

MISCELLANEOUS DETAIL SHEET
BOND PARK IMPROVEMENTS

PARKS DEPARTMENT

CITY OF BARTLESVILLE, OKLAHOMA
ENGINEERING SERVICES

PLANS & ESTIMATES PREPARED BY:
BKL, INCORPORATED

1623 E. 6TH STREET TULSA, OKLA. 74120 918-835-9688

REVISION	BY	DATE	PLAN SCALE	DRAWN BY:	JIB	2/24	APPROVED:
ADDENDUM 5	DEP	6/24	VARIES	DESIGNED BY:	DEP	2/24	
				SURVEY BY:	TLS	4/23	
				PROJ. MGR.			
				LEAD ENGR.			
				FIELD MGR.			
				RECOMMENDED:			
				DESIGN MANAGER			
				FILE:	DRAWING:		

CITY ENGINEER
DATE:
SHEET 8 OF 4 SHEETS

STORM WATER MANAGEMENT PLAN

SITE DESCRIPTION

PROJECT LIMITS: JO ALLYN LOWE PARK, 2600 SE PRICE RD., BARTLESVILLE, OKLAHOMA

PROJECT DESCRIPTION: PARK IMPROVEMENTS

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES: PRIOR TO INITIATING SOIL DISTURBING ACTIVITIES, THE CONTRACTOR WILL INSTALL ALL PERIMETER TEMPORARY SEDIMENT CONTROLS SPECIFIED. STRIP, STOCKPILE AND STABILIZE TOPSOIL. CLEAR AND GRUB ONLY IN NECESSARY AREAS, PRESERVING AS MUCH NATIVE VEGETATION AS POSSIBLE. INSTALL, MAINTAIN AND/OR MOVE TEMPORARY SEDIMENT ITEMS WITH CONSTRUCTION OPERATIONS AS PRACTICAL. IF DIRECTED BY THE ENGINEER, PLANT TEMPORARY SEEDING. REPLACE SALVAGED TOPSOIL AND DEVICES WHEN AN ACCEPTABLE VEGETATIVE COVER (AT LEAST 70%) HAS BEEN ATTAINED. AS SITE CONDITIONS WARRANT, THE CONTRACTOR MAY CHOOSE TO MODIFY THE TYPE OR ARRANGEMENT OF SPECIFIED PRACTICES TO IMPROVE THEIR EFFECTIVENESS AS APPROVED BY THE ENGINEER. THE CONTRACTOR WILL MAINTAIN A LOG OF THE DATES OF MAJOR SOIL DISTURBANCE ACTIVITIES, AND ALSO THE DATE OF INSTALLATION OF EROSION CONTROL MEASURES.

SOIL TYPE: BATES-COWETA COMPLEX

TOTAL AREA OF THE CONSTRUCTION SITE: 0.5 ACRES

ESTIMATED AREA TO BE DISTURBED: 0.5 ACRES

OFFSITE AREA TO BE DISTURBED: NA (FOR CONTRACTOR USE)

TOTAL IMPERVIOUS AREA PRE-CONSTRUCTION: 0.76 ACRES

TOTAL IMPERVIOUS AREA POST-CONSTRUCTION: 0.99 ACRES

POST-CONSTRUCTION RUNOFF COEFFICIENT OF THE SITE: 0.6

LATITUDE & LONGITUDE OF CENTER OF PROJECT: 36°42'52.16" N, 95°56'49.14" W

PROJECT WILL DISCHARGE TO:

NAME OF RECEIVING WATERS: TURKEY CREEK (OK121400010330_00)

SENSITIVE WATERS OR WATERSHEDS: YES NO

303 (d) IMPAIRED WATERS: YES NO

IF YES, LIST IMPAIRMENT:

LOCATED IN A TMDL: YES NO

LAKE THUNDERBIRD TMDL: YES NO

MS4 ENTITY YES NO

IF YES, LOCATION: BARTLESVILLE, OK

NOTE: SPOT ELEVATIONS SHALL BE TAKEN AT ALL ADA RAMPS TO ENSURE PROPER DRAINAGE AND TO PREVENT PONDING. THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- TEMPORARY SEEDING
- PERMANENT SODDING, SPRIGGING OR SEEDING
- VEGETATIVE MULCHING
- SOIL RETENTION BLANKET
- PRESERVATION OF EXISTING VEGETATION
- HYDROMULCH / HYDROSEED

NOTE: METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- STABILIZED CONSTRUCTION EXIT
- TEMPORARY SILT FENCE
- TEMPORARY SILT DIKES
- TEMPORARY FIBER LOG
- DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- ROCK FILTER DAMS
- TEMPORARY SLOPE DRAIN
- PAVED DITCH W/ DITCH LINER PROTECTION
- TEMPORARY DIVERSION CHANNELS
- TEMPORARY SEDIMENT BASINS
- TEMPORARY SEDIMENT TRAPS
- TEMPORARY SEDIMENT FILTERS
- TEMPORARY SEDIMENT REMOVAL
- RIP RAP
- INLET PROTECTION
- TEMPORARY BRUSH SEDIMENT BARRIERS
- SANDBAG BERMS
- TEMPORARY STREAM CROSSINGS
- FLEXAMAT / ARTICULATED CONCRETE BLOCK
- COMPOST FILTER SOCKS
- EROSION CONTROL MATS AND BLANKETS
- ANCHOR PORT-O-POTTIES
- COVERS REQUIRED ON ALL TRASH RECEPTICALS

OFFSITE VEHICLE TRACKING:

- HAUL ROADS DAMPENED FOR DUST CONTROL
- LOADED HAUL TRUCKS TO BE COVERED WITH TARPULIN
- EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

STABILIZATION DEADLINES:

- INITIATE THE INSTALLATION OF STABILIZATION MEASURES IMMEDIATELY IN ANY DISTURBED AREAS ON ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED OR WILL BE TEMPORARILY INACTIVE FOR 14 OR MORE CALENDAR DAYS.
- COMPLETE THE INSTALLATION OF STABILIZATION MEASURES AS SOON AS PRACTICABLE, BUT NO LATER THAN 14 CALENDAR DAYS AFTER STABILIZATION MEASURES HAVE BEEN INITIATED, OR SEVEN CALENDAR DAYS IF YOU DISCHARGE FROM A HIGH PRIORITY CONSTRUCTION SITE.
- IF USING VEGETATIVE STABILIZATION, IMMEDIATELY AFTER SEEDING OR PLANTING THE AREA TO BE STABILIZED, YOU MUST INSTALL STABILIZATION MEASURES TO PROVIDE EFFECTIVE COVER TO THE AREA WHILE VEGETATION IS BECOMING ESTABLISHED.
- IF USING NON-VEGETATIVE STABILIZATION, YOU MUST INSTALL OR APPLY ALL SUCH MEASURES TO PROVIDE EFFECTIVE COVER FOR SUCH EXPOSED PORTIONS OF YOUR SITE.

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING CONT.:

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORM (FILED WITH DEQ) AND PERMIT CERTIFICATE THAT HAS BEEN RECEIVED FROM OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. ALL CONTRACTOR OFF-SITE OPERATIONS ASSOCIATED WITH THE PROJECT MUST BE DOCUMENTED IN THE SWPPP, I.E., BORROW PITS, WORK ROADS, DISPOSAL SITES, ASPHALT/CONCRETE PLANTS, ETC. THE BASIC GOAL OF STORM WATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION.

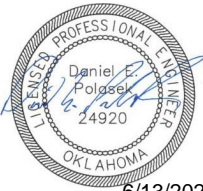
THE FOLLOWING SECTIONS OF THE 2019 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:

103.05	BONDING REQUIREMENTS
104.10	FINAL CLEANING UP
104.12	CONTRACTOR'S RESPONSIBILITY FOR WORK
104.13	ENVIRONMENTAL PROTECTION
106.08	STORAGE AND HANDLING OF MATERIAL
107.01	LAWS, RULES AND REGULATIONS TO BE OBSERVED
107.20	STORM WATER MANAGEMENT
220	MANAGEMENT OF EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION
221	TEMPORARY SEDIMENT CONTROL

IN ADDITION:

ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA. ODEQ, WATER QUALITY DIVISION, OCTOBER 18, 2022.

ADDITIONAL PERMITS REQUIRED FROM OKLAHOMA WATER RESOURCES BOARD AND/OR MUNICIPALITY FOR USE OF SURFACE, GROUND OR CITY WATER SOURCES FOR ACTIVITIES SUCH AS WATERING.



SWMP - JO ALLYN LOWE PARK			
BOND PARK IMPROVEMENTS			
PARKS DEPARTMENT			
CITY OF BARTLESVILLE, OKLAHOMA ENGINEERING SERVICES			
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED			
1623 E. 6TH STREET	TULSA, OKLA. 74120	918-835-9688	
PLAN SCALE:	DRAWN BY: JIB	2/24	APPROVED:
	DESIGNED BY: DEP	2/24	
	SURVEY BY: TLS	4/23	
PROFILE SCALE:	PROJ. MGR.		CITY ENGINEER
HORIZONTAL:	LEAD ENGR.		
VERTICAL:	FIELD MGR.		
	RECOMMENDED:		
	DESIGN MANAGER		
FILE:	DRAWING:		DATE:
			SHEET 9 OF 41 SHEETS

STORM WATER MANAGEMENT PLAN

SITE DESCRIPTION

PROJECT LIMITS: SOONER PARK, 420 SE MADISON BLVD., BARTLESVILLE, OKLAHOMA

PROJECT DESCRIPTION: PARK IMPROVEMENTS

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES: _____
PRIOR TO INITIATING SOIL DISTURBING ACTIVITIES, THE CONTRACTOR WILL INSTALL ALL PERIMETER TEMPORARY SEDIMENT CONTROLS SPECIFIED. STRIP, STOCKPILE AND STABILIZE TOPSOIL. CLEAR AND GRUB ONLY IN NECESSARY AREAS, PRESERVING AS MUCH NATIVE VEGETATION AS POSSIBLE. INSTALL, MAINTAIN AND/OR MOVE TEMPORARY SEDIMENT ITEMS WITH CONSTRUCTION OPERATIONS AS PRACTICAL. IF DIRECTED BY THE ENGINEER, PLANT TEMPORARY SEEDING. REPLACE SALVAGED TOPSOIL AND DEVICES WHEN AN ACCEPTABLE VEGETATIVE COVER (AT LEAST 70%) HAS BEEN ATTAINED. AS SITE CONDITIONS WARRANT, THE CONTRACTOR MAY CHOOSE TO MODIFY THE TYPE OR ARRANGEMENT OF SPECIFIED PRACTICES TO IMPROVE THEIR EFFECTIVENESS AS APPROVED BY THE ENGINEER. THE CONTRACTOR WILL MAINTAIN A LOG OF THE DATES OF MAJOR SOIL DISTURBANCE ACTIVITIES, AND ALSO THE DATE OF INSTALLATION OF EROSION CONTROL MEASURES.

SOIL TYPE: SHIDLER STONY SILTY CLAY LOAM

TOTAL AREA OF THE CONSTRUCTION SITE: 45.5 ACRES

ESTIMATED AREA TO BE DISTURBED: 3.04 ACRES

OFFSITE AREA TO BE DISTURBED: NA
(FOR CONTRACTOR USE)

TOTAL IMPERVIOUS AREA PRE-CONSTRUCTION: 1.77 ACRES

TOTAL IMPERVIOUS AREA POST-CONSTRUCTION: 2.11ACRES

POST-CONSTRUCTION RUNOFF COEFFICIENT OF THE SITE: 0.6

LATITUDE & LONGITUDE OF CENTER OF PROJECT: 36°45'13.11"N, 95°54'53.04"W

PROJECT WILL DISCHARGE TO:

NAME OF RECEIVING WATERS: ¹ TURKEY CREEK (OK121400020030_00)

SENSITIVE WATERS OR WATERSHEDS: YES ☐ NO ☒

303 (d) IMPAIRED WATERS: YES ☒ NO ☐

IF YES, LIST IMPAIRMENT: ¹ MACROINVERTEBRATE BIO

LOCATED IN A TMDL: YES ☐ NO ☒

LAKE THUNDERBIRD TMDL: YES ☐ NO ☒

MS4 ENTITY YES ☒ NO ☐

IF YES, LOCATION: BARTLESVILLE, OK

¹ NOTE:
THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- _____ TEMPORARY SEEDING
☒ PERMANENT SODDING, SPRIGGING OR SEEDING
_____ VEGETATIVE MULCHING
_____ SOIL RETENTION BLANKET
☒ PRESERVATION OF EXISTING VEGETATION
_____ HYDROMULCH / HYDROSEED

¹ NOTE: METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- ¹ ☒ STABILIZED CONSTRUCTION EXIT
☒ TEMPORARY SILT FENCE
_____ TEMPORARY SILT DIKES
_____ TEMPORARY FIBER LOG
_____ DIVERSION, INTERCEPTOR OR PERIMETER DIKES
_____ DIVERSION, INTERCEPTOR OR PERIMETER SWALES
_____ ROCK FILTER DAMS
_____ TEMPORARY SLOPE DRAIN
_____ PAVED DITCH W/ DITCH LINER PROTECTION
_____ TEMPORARY DIVERSION CHANNELS
_____ TEMPORARY SEDIMENT BASINS
_____ TEMPORARY SEDIMENT TRAPS
_____ TEMPORARY SEDIMENT FILTERS
☒ TEMPORARY SEDIMENT REMOVAL
_____ RIP RAP
☒ INLET PROTECTION
_____ TEMPORARY BRUSH SEDIMENT BARRIERS
_____ SANDBAG BERMS
_____ TEMPORARY STREAM CROSSINGS
_____ FLEXAMAT / ARTICULATED CONCRETE BLOCK
_____ COMPOST FILTER SOCKS
_____ EROSION CONTROL MATS AND BLANKETS
¹ ☒ ANCHOR PORT-O-POTTIES
¹ ☒ COVERS REQUIRED ON ALL TRASH RECEPTICALS

OFFSITE VEHICLE TRACKING:

- _____ HAUL ROADS DAMPENED FOR DUST CONTROL
☒ LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
☒ EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

¹ STABILIZATION DEADLINES:

- INITIATE THE INSTALLATION OF STABILIZATION MEASURES IMMEDIATELY IN ANY DISTURBED AREAS ON ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED OR WILL BE TEMPORARILY INACTIVE FOR 14 OR MORE CALENDAR DAYS.
- COMPLETE THE INSTALLATION OF STABILIZATION MEASURES AS SOON AS PRACTICABLE, BUT NO LATER THAN 14 CALENDAR DAYS AFTER STABILIZATION MEASURES HAVE BEEN INITIATED, OR SEVEN CALENDAR DAYS IF YOU DISCHARGE FROM A HIGH PRIORITY CONSTRUCTION SITE.
- IF USING VEGETATIVE STABILIZATION, IMMEDIATELY AFTER SEEDING OR PLANTING THE AREA TO BE STABILIZED, YOU MUST INSTALL STABILIZATION MEASURES TO PROVIDE EFFECTIVE COVER TO THE AREA WHILE VEGETATION IS BECOMING ESTABLISHED.
- IF USING NON-VEGETATIVE STABILIZATION, YOU MUST INSTALL OR APPLY ALL SUCH MEASURES TO PROVIDE EFFECTIVE COVER FOR SUCH EXPOSED PORTIONS OF YOUR SITE.

¹ THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING CONT.:

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORM (FILED WITH DEQ) AND PERMIT CERTIFICATE THAT HAS BEEN RECEIVED FROM OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. ALL CONTRACTOR OFF-SITE OPERATIONS ASSOCIATED WITH THE PROJECT MUST BE DOCUMENTED IN THE SWPPP, I.E., BORROW PITS, WORK ROADS, DISPOSAL SITES, ASPHALT/CONCRETE PLANTS, ETC. THE BASIC GOAL OF STORM WATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION.

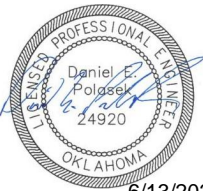
THE FOLLOWING SECTIONS OF THE 2019 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:

103.05	BONDING REQUIREMENTS
104.10	FINAL CLEANING UP
104.12	CONTRACTOR'S RESPONSIBILITY FOR WORK
104.13	ENVIRONMENTAL PROTECTION
106.08	STORAGE AND HANDLING OF MATERIAL
107.01	LAWS, RULES AND REGULATIONS TO BE OBSERVED
107.20	STORM WATER MANAGEMENT
220	MANAGEMENT OF EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION
221	TEMPORARY SEDIMENT CONTROL

IN ADDITION:

"ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA." ODEQ, WATER QUALITY DIVISION, OCTOBER 18, 2022.

ADDITIONAL PERMITS REQUIRED FROM OKLAHOMA WATER RESOURCES BOARD AND/OR MUNICIPALITY FOR USE OF SURFACE, GROUND OR CITY WATER SOURCES FOR ACTIVITIES SUCH AS WATERING.



6/13/2024

SWMP - SOONER PARK			
BOND PARK IMPROVEMENTS			
PARKS DEPARTMENT			
CITY OF BARTLESVILLE, OKLAHOMA ENGINEERING SERVICES			
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED			
1623 E. 6TH STREET TULSA, OKLA. 74120 918-835-9688			
PLAN SCALE:	DRAWN BY: JIB	2/24	APPROVED:
	DESIGNED BY: DEP	2/24	
	SURVEY BY: TLS	4/23	
PROFILE SCALE:	PROJ. MGR.		DESIGN MANAGER
HORIZONTAL:	LEAD ENGR.		
VERTICAL:	FIELD MGR.		
	RECOMMENDED:		CITY ENGINEER
	DESIGN MANAGER		
FILE:	DRAWING:		DATE:
			SHEET 10 OF 41 SHEETS

¹

STORM WATER MANAGEMENT PLAN

SITE DESCRIPTION

PROJECT LIMITS: LYON PARK, 900-908 E. HENSLEY BLVD., BARTLESVILLE, OKLAHOMA

PROJECT DESCRIPTION: PARK IMPROVEMENTS

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES: PRIOR TO INITIATING SOIL DISTURBING ACTIVITIES, THE CONTRACTOR WILL INSTALL ALL PERIMETER TEMPORARY SEDIMENT CONTROLS SPECIFIED. STRIP, STOCKPILE AND STABILIZE TOPSOIL. CLEAR AND GRUB ONLY IN NECESSARY AREAS, PRESERVING AS MUCH NATIVE VEGETATION AS POSSIBLE. INSTALL, MAINTAIN AND/OR MOVE TEMPORARY SEDIMENT ITEMS WITH CONSTRUCTION OPERATIONS AS PRACTICAL. IF DIRECTED BY THE ENGINEER, PLANT TEMPORARY SEEDING. REPLACE SALVAGED TOPSOIL AND DEVICES WHEN AN ACCEPTABLE VEGETATIVE COVER (AT LEAST 70%) HAS BEEN ATTAINED. AS SITE CONDITIONS WARRANT, THE CONTRACTOR MAY CHOOSE TO MODIFY THE TYPE OR ARRANGEMENT OF SPECIFIED PRACTICES TO IMPROVE THEIR EFFECTIVENESS AS APPROVED BY THE ENGINEER. THE CONTRACTOR WILL MAINTAIN A LOG OF THE DATES OF MAJOR SOIL DISTURBANCE ACTIVITIES, AND ALSO THE DATE OF INSTALLATION OF EROSION CONTROL MEASURES.

SOIL TYPE: DENNIS SILT LOAM

TOTAL AREA OF THE CONSTRUCTION SITE: 1.06 ACRES

ESTIMATED AREA TO BE DISTURBED: 0.36 ACRES

OFFSITE AREA TO BE DISTURBED: (FOR CONTRACTOR USE)

TOTAL IMPERVIOUS AREA PRE-CONSTRUCTION: 0.00 ACRES

TOTAL IMPERVIOUS AREA POST-CONSTRUCTION: 0.06 ACRES

POST-CONSTRUCTION RUNOFF COEFFICIENT OF THE SITE: 0.6

LATITUDE & LONGITUDE OF CENTER OF PROJECT: 36°45'08.52" N, 95°58'02.49" W

PROJECT WILL DISCHARGE TO:

NAME OF RECEIVING WATERS: CANEY RIVER (OK121400020010_10)

SENSITIVE WATERS OR WATERSHEDS: YES NO

303 (d) IMPAIRED WATERS: YES NO

IF YES, LIST IMPAIRMENT: FISH BIOASSESSMENTS

LOCATED IN A TMDL: YES NO

LAKE THUNDERBIRD TMDL: YES NO

MS4 ENTITY YES NO

IF YES, LOCATION: BARTLESVILLE, OK.

NOTE: THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- TEMPORARY SEEDING
PERMANENT SODDING, SPRIGGING OR SEEDING
VEGETATIVE MULCHING
SOIL RETENTION BLANKET
PRESERVATION OF EXISTING VEGETATION
HYDROMULCH / HYDROSEED

NOTE: METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- STABILIZED CONSTRUCTION EXIT
TEMPORARY SILT FENCE
TEMPORARY SILT DIKES
TEMPORARY FIBER LOG
DIVERSION, INTERCEPTOR OR PERIMETER DIKES
DIVERSION, INTERCEPTOR OR PERIMETER SWALES
ROCK FILTER DAMS
TEMPORARY SLOPE DRAIN
PAVED DITCH W/ DITCH LINER PROTECTION
TEMPORARY DIVERSION CHANNELS
TEMPORARY SEDIMENT BASINS
TEMPORARY SEDIMENT TRAPS
TEMPORARY SEDIMENT FILTERS
TEMPORARY SEDIMENT REMOVAL
RIP RAP
INLET PROTECTION
TEMPORARY BRUSH SEDIMENT BARRIERS
SANDBAG BERMS
TEMPORARY STREAM CROSSINGS
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COMPOST FILTER SOCKS
EROSION CONTROL MATS AND BLANKETS

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COVERS REQUIRED ON ALL TRASH RECEPTICALS

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EXCESS DIRT ON ROAD REMOVED DAILY

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- IF USING NON-VEGETATIVE STABILIZATION, YOU MUST INSTALL OR APPLY ALL SUCH MEASURES TO PROVIDE EFFECTIVE COVER FOR SUCH EXPOSED PORTIONS OF YOUR SITE.

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING CONT.:

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

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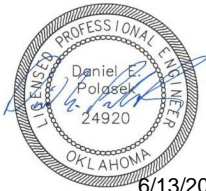
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103.05	BONDING REQUIREMENTS
104.10	FINAL CLEANING UP
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IN ADDITION:

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SWMP - LYON PARK			
BOND PARK IMPROVEMENTS			
PARKS DEPARTMENT			
CITY OF BARTLESVILLE, OKLAHOMA ENGINEERING SERVICES			
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED			
1623 E. 6TH STREET TULSA, OKLA. 74120 918-835-9688			
PLAN SCALE:	DRAWN BY:	JIB	2/24
	DESIGNED BY:	DEP	2/24
	SURVEY BY:	TLS	4/23
PROFILE SCALE:	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		
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	RECOMMENDED:		
	DESIGN MANAGER		CITY ENGINEER
FILE:	DRAWING:		DATE:
			SHEET 11 OF 41 SHEETS

STORM WATER MANAGEMENT PLAN

SITE DESCRIPTION

PROJECT LIMITS: JOHNSTONE PARK, 100 N. CHEROKEE AVE., BARTLESVILLE, OKLAHOMA

PROJECT DESCRIPTION: PARK IMPROVEMENTS

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES:

PRIOR TO INITIATING SOIL DISTURBING ACTIVITIES, THE CONTRACTOR WILL INSTALL ALL PERIMETER TEMPORARY SEDIMENT CONTROLS SPECIFIED. STRIP, STOCKPILE AND STABILIZE TOPSOIL. CLEAR AND GRUB ONLY IN NECESSARY AREAS, PRESERVING AS MUCH NATIVE VEGETATION AS POSSIBLE. INSTALL, MAINTAIN AND/OR MOVE TEMPORARY SEDIMENT ITEMS WITH CONSTRUCTION OPERATIONS AS PRACTICAL. IF DIRECTED BY THE ENGINEER, PLANT TEMPORARY SEEDING. REPLACE SALVAGED TOPSOIL AND DEVICES WHEN AN ACCEPTABLE VEGETATIVE COVER (AT LEAST 70%) HAS BEEN ATTAINED. AS SITE CONDITIONS WARRANT, THE CONTRACTOR MAY CHOOSE TO MODIFY THE TYPE OR ARRANGEMENT OF SPECIFIED PRACTICES TO IMPROVE THEIR EFFECTIVENESS AS APPROVED BY THE ENGINEER. THE CONTRACTOR WILL MAINTAIN A LOG OF THE DATES OF MAJOR SOIL DISTURBANCE ACTIVITIES, AND ALSO THE DATE OF INSTALLATION OF EROSION CONTROL MEASURES.

SOIL TYPE: VERDIGRIS CLAY LOAM

TOTAL AREA OF THE CONSTRUCTION SITE: 14.66 ACRES

ESTIMATED AREA TO BE DISTURBED: 8.49 ACRES

OFFSITE AREA TO BE DISTURBED:

(FOR CONTRACTOR USE)

TOTAL IMPERVIOUS AREA PRE-CONSTRUCTION: 1.07 ACRES

TOTAL IMPERVIOUS AREA POST-CONSTRUCTION: 2.98 ACRES

POST-CONSTRUCTION RUNOFF COEFFICIENT OF THE SITE: 0.6

LATITUDE & LONGITUDE OF CENTER OF PROJECT: 36°45'22.03" N, 95°58'21.67" W

PROJECT WILL DISCHARGE TO:

NAME OF RECEIVING WATERS: CANEY RIVER (OK121400020010_10)

SENSITIVE WATERS OR WATERSHEDS: YES NO

303 (d) IMPAIRED WATERS: YES NO

IF YES, LIST IMPAIRMENT: FISH BIOASSESSMENTS

LOCATED IN A TMDL: YES NO

LAKE THUNDERBIRD TMDL: YES NO

MS4 ENTITY YES NO

IF YES, LOCATION: BARTLESVILLE, OK.

NOTE: THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- _____ TEMPORARY SEEDING
- ☒ PERMANENT SODDING, SPRIGGING OR SEEDING
- _____ VEGETATIVE MULCHING
- _____ SOIL RETENTION BLANKET
- ☒ PRESERVATION OF EXISTING VEGETATION
- _____ HYDROMULCH / HYDROSEED

NOTE: METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- ☒ STABILIZED CONSTRUCTION EXIT
- ☒ TEMPORARY SILT FENCE
- _____ TEMPORARY SILT DIKES
- _____ TEMPORARY FIBER LOG
- _____ DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- _____ DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- _____ ROCK FILTER DAMS
- _____ TEMPORARY SLOPE DRAIN
- _____ PAVED DITCH W/ DITCH LINER PROTECTION
- _____ TEMPORARY DIVERSION CHANNELS
- _____ TEMPORARY SEDIMENT BASINS
- _____ TEMPORARY SEDIMENT TRAPS
- _____ TEMPORARY SEDIMENT FILTERS
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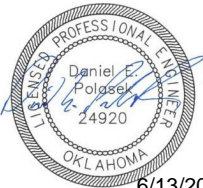
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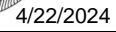
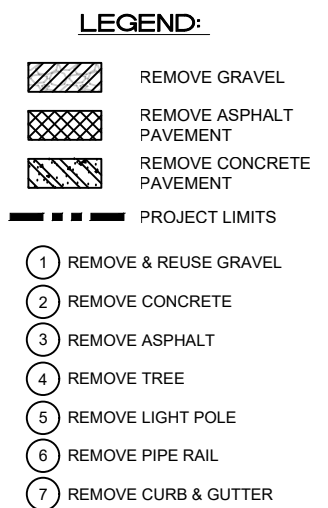
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1	REVISION		BY	DATE	PLAN SCALE:	DRAWN BY:	JIB	2/24	APPROVED:	
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								SHEET 12 OF 41 SHEETS		



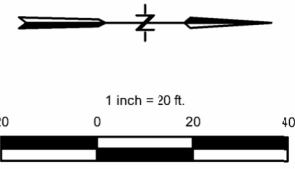
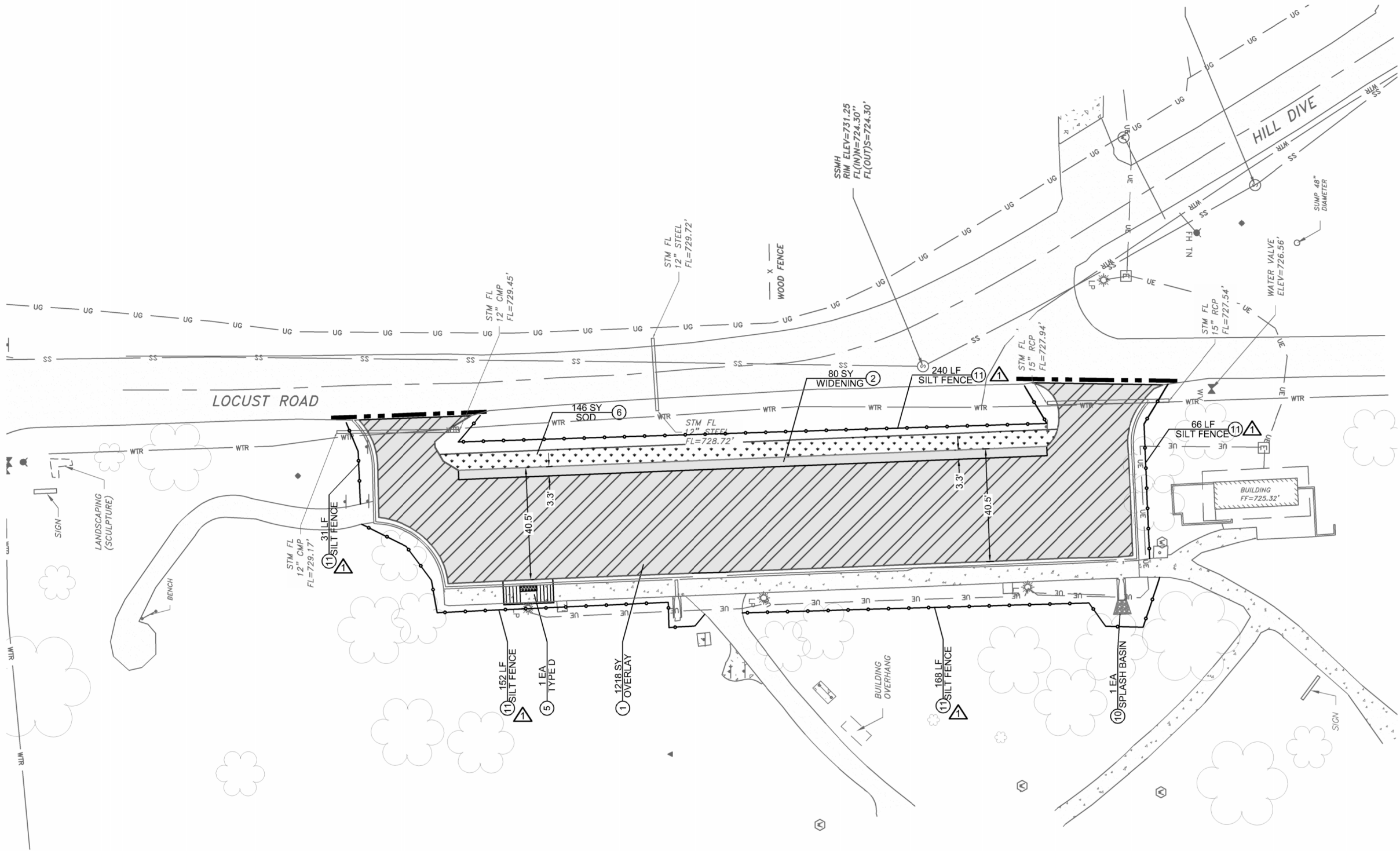
PARKS DEPARTMENT

CITY OF BARTLESVILLE, OKLAHOMA
ENGINEERING SERVICES

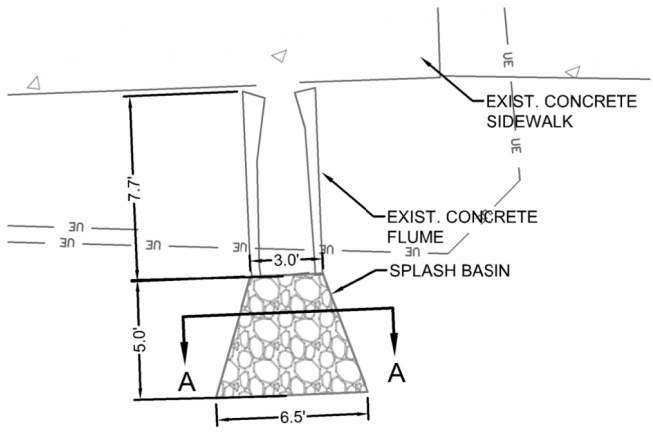
PLANS & ESTIMATES PREPARED BY:
BKL, INCORPORATED
1623 E. 6TH STREET TULSA, OKLA. 74120 918-835-9588

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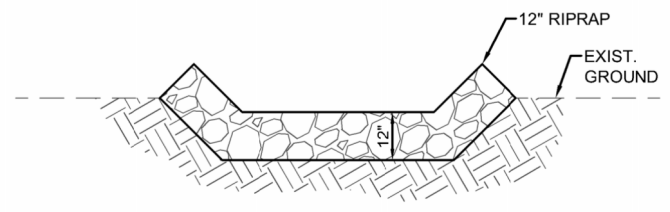


- LEGEND:**
- PROPOSED ASPHALT OVERLAY
 - PROPOSED SIDEWALK
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED GRAVEL ACCESS DRIVE
 - PROJECT LIMITS
- ASPHALT OVERLAY
 - FULL DEPTH ASPHALT PAVEMENT
 - CONCRETE SIDEWALK
 - ADJUST TO GRADE
 - SIDEWALK RAMP WITH TACTILE WARNING SYSTEM
 - SLAB SOD
 - CURB & GUTTER
 - ASPHALT WALKING TRAIL
 - FULL DEPTH CONCRETE
 - SPLASH BASIN
 - SILT FENCE



SPLASH BASIN DETAIL A-A

N.T.S.



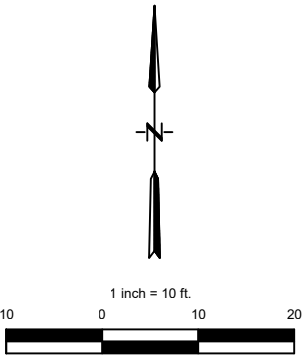
SPLASH BASIN SECTION A-A

N.T.S.



JO ALLYN LOWE PARK WEST PLAN				BOND PARK IMPROVEMENTS			
PARKS DEPARTMENT				CITY OF BARTLESVILLE, OKLAHOMA			
ENGINEERING SERVICES				PLANS & ESTIMATES PREPARED BY:			
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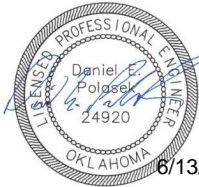
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LEGEND:

- PROPOSED ASPHALT OVERLAY
- PROPOSED SIDEWALK
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- 1 ASPHALT OVERLAY
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- 5 SIDEWALK RAMP WITH TACTILE WARNING SYSTEM
- 6 SLAB SOD
- 7 CURB & GUTTER
- 8 ASPHALT WALKING PATH
- 9 FULL DEPTH CONCRETE
- 10 ASPHALT OVERLAY WITH COMPACTED GRAVEL
- 11 SILT FENCE



JO ALLYN LOWE PARK EAST PLAN
BOND PARK IMPROVEMENTS

PARKS DEPARTMENT

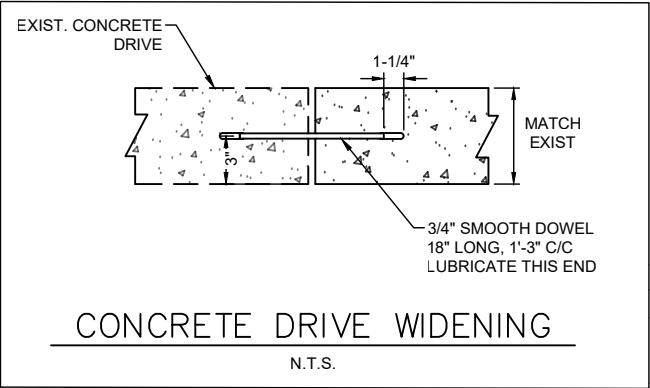
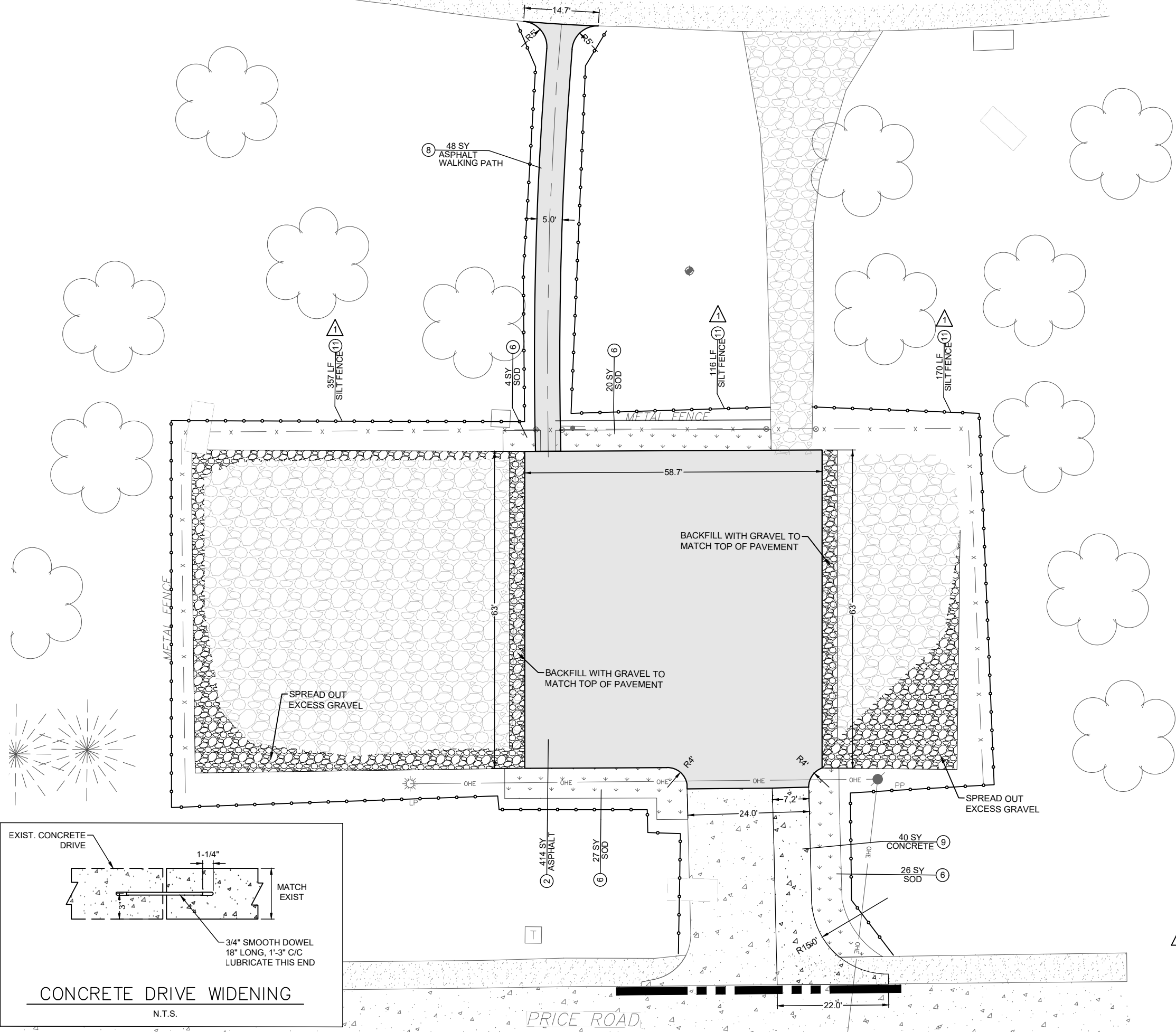
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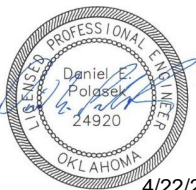
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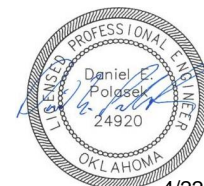


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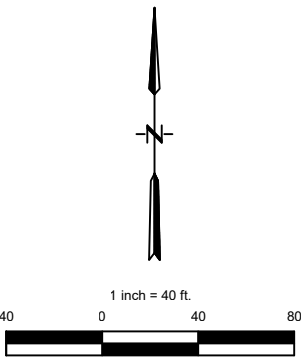
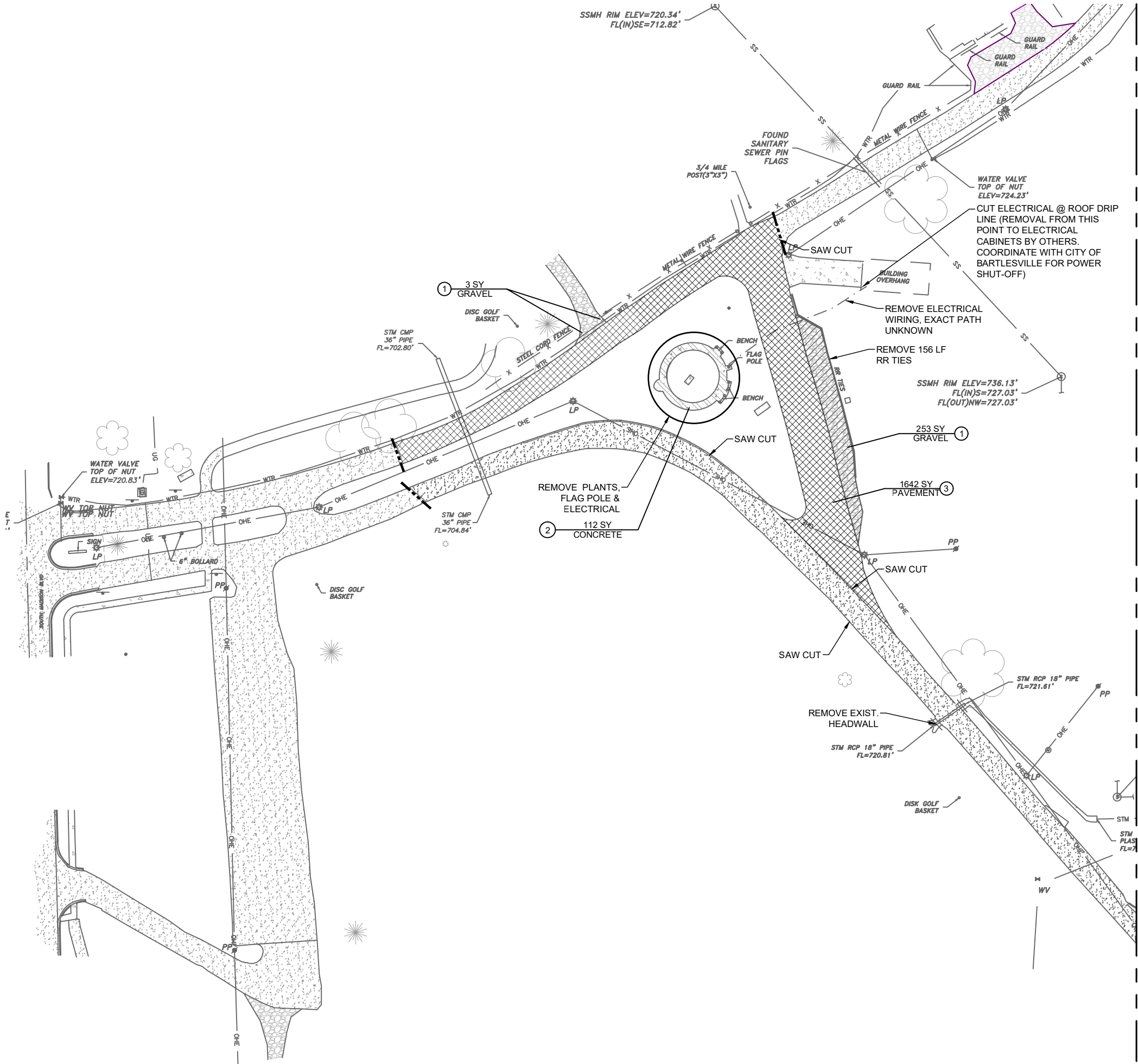
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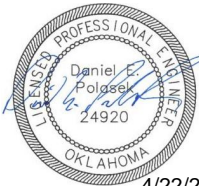
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REVISION			BY	DATE	1623 E. 8TH STREET			TULSA, OKLA 74120			918-639-9588				
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								SURVEY BY: TLS			04/23				
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					VERTICAL: NA			FIELD MGR.							
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											SHEET 18 OF 41 SHEETS				

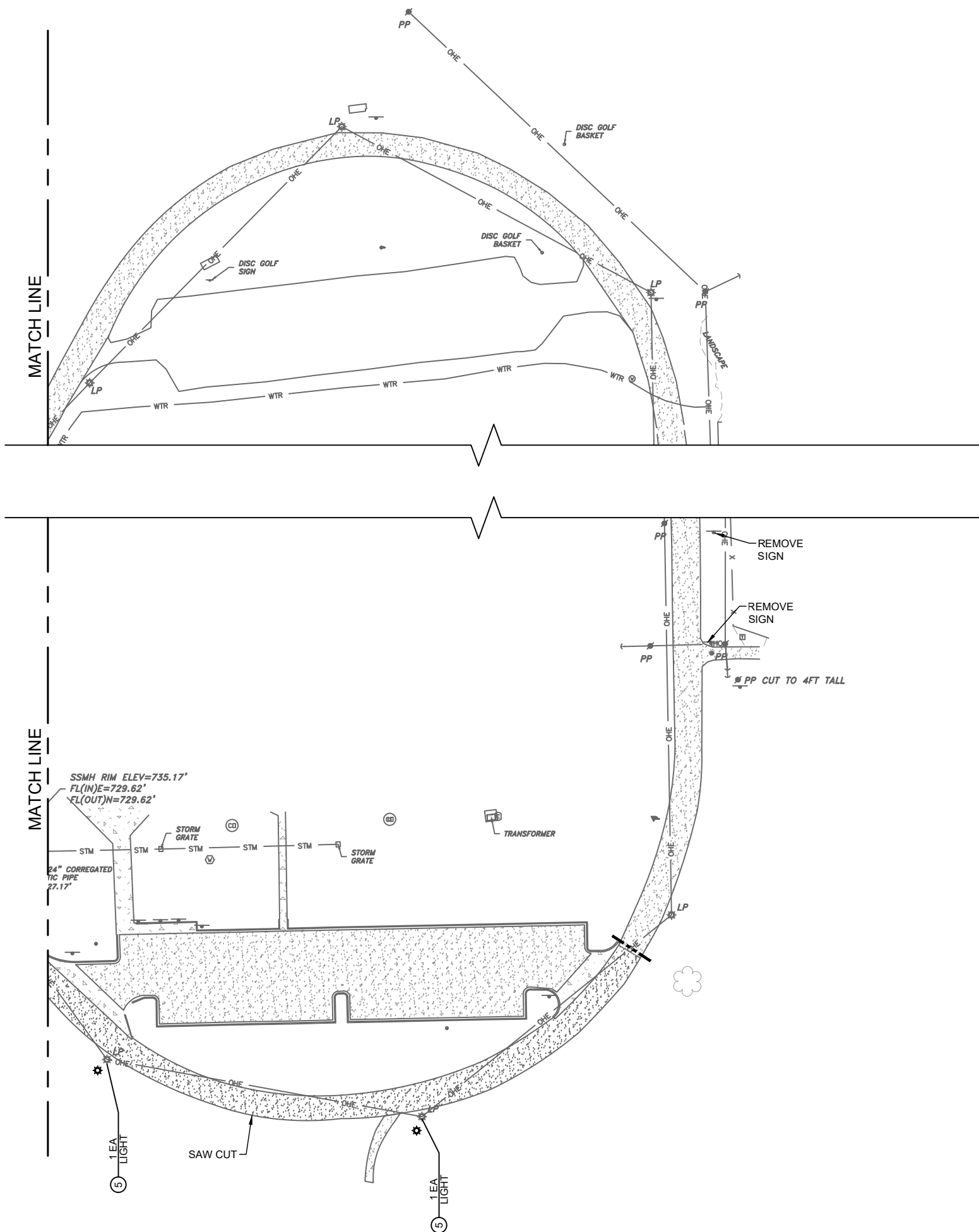
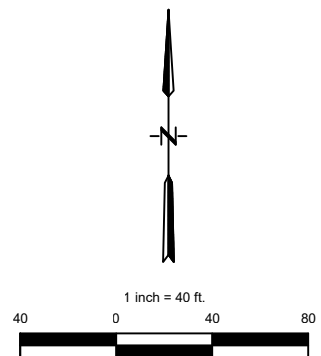
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

- LEGEND:**
- REMOVE GRAVEL
 - REMOVE ASPHALT PAVEMENT
 - REMOVE CONCRETE PAVEMENT
 - PROJECT LIMITS
 - 1 REMOVE & REUSE GRAVEL
 - 2 REMOVE CONCRETE
 - 3 REMOVE ASPHALT
 - 4 REMOVE TREE
 - 5 REMOVE LIGHT POLE
 - 6 REMOVE PIPE RAIL
 - 7 REMOVE CURB & GUTTER

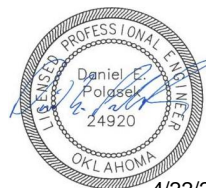


SOONER PARK REMOVAL PLAN (1)					
BOND PARK IMPROVEMENTS					
PARKS DEPARTMENT					
CITY OF BARTLESVILLE, OKLAHOMA ENGINEERING SERVICES					
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED					
1623 E. 6TH STREET		TULSA, OKLA. 74120		918-835-9688	
PLAN SCALE:	DRAWN BY:	JIB	12/23	APPROVED:	
1"=40'	DESIGNED BY:	DEP	12/23		
	SURVEY BY:	TLS	4/23		
PROFILE SCALE	PROJ. MGR.			CITY ENGINEER	
HORIZONTAL:	LEAD ENGR.				
NA	FIELD MGR.				
VERTICAL:	RECOMMENDED:				
NA	DESIGN MANAGER				
FILE:	DRAWING:			DATE:	
				SHEET 19 OF 41 SHEETS	



LEGEND:

-
-  REMOVE GRAVEL
 REMOVE ASPHALT PAVEMENT
 REMOVE CONCRETE PAVEMENT
 PROJECT LIMITS
 ① REMOVE & REUSE GRAVEL
 ② REMOVE CONCRETE
 ③ REMOVE ASPHALT
 ④ REMOVE TREE
 ⑤ REMOVE LIGHT POLE
 ⑥ REMOVE PIPE RAIL
 ⑦ REMOVE CURB & GUTTER



4/22/2024

SOONER PARK REMOVAL PLAN (2)

BOND PARK IMPROVEMENTS

PARKS DEPARTMENT

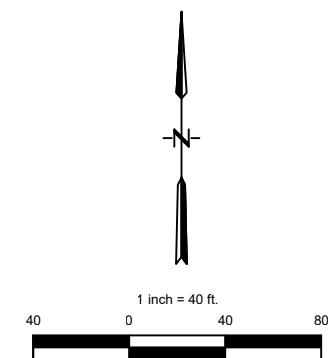
CITY OF BARTLESVILLE, OKLAHOMA
ENGINEERING SERVICES

PLANS & ESTIMATES PREPARED BY:
BKL, INCORPORATED

1623 E. 6TH STREET TULSA, OKLA. 74120 918-835-9588

REVISION	BY	DATE	PLAN SCALE:	DRAWN BY:	JIB	12/23	APPROVED:
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				SURVEY BY:	TLS	4/23	
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			NA	FIELD MGR.			
			VERTICAL:	RECOMMENDED:			
			NA	DESIGN MANAGER			CITY ENGINEER
			FILE:	DRAWING:			DATE:
							SHEET 20 OF 41 SHEETS





-

7/22/2024

NOON PARK REMOVAL PLAN (3)

BOND PARK IMPROVEMENTS

PARKS DEPARTMENT

CITY OF BARTLESVILLE, OKLAHOMA
ENGINEERING SERVICES

PLANS & ESTIMATES PREPARED BY:

BKL, INCORPORATED

1623 E. 6TH STREET

TULSA, OKLA. 74120

918-835-9588

REVISION

BY

DATE

PLAN SCALE:

1"=40'

PROFILE SCALE:

HORIZONTAL:

NA

VERTICAL:

NA

DRAWN BY:

JIB

12/23

DESIGNED BY:

DEP

12/23

SURVEY BY:

TLS

4/23

PROJ. MGR.

LEAD ENGR.

FIELD MGR.

RECOMMENDED:

DESIGN MANAGER

APPROVED:

CITY ENGINEER

FILE:

DRAWING:

DATE:

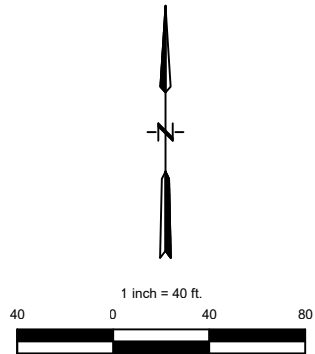
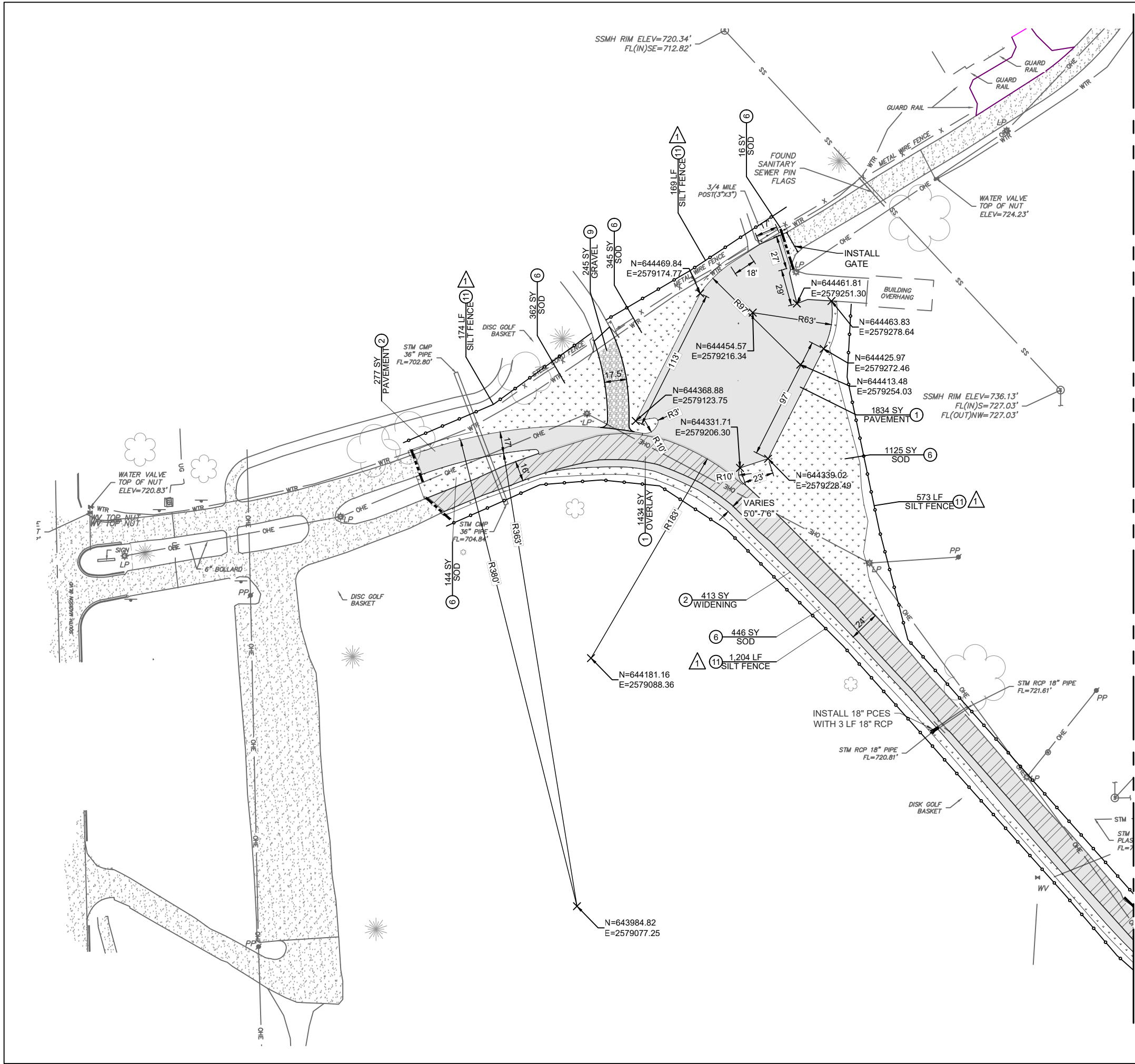
SHEET

21

















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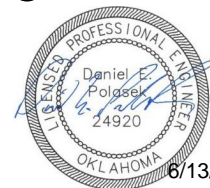
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SHEETS



LEGEND:

- | | |
|---|---------------------------------|
|  | PROPOSED ASPHALT
OVERLAY |
|  | PROPOSED SIDEWALK |
|  | PROPOSED ASPHALT
PAVEMENT |
|  | PROPOSED GRAVEL
ACCESS DRIVE |
|  | PROJECT LIMITS |
-
- | | |
|---|--|
|  | 1 ASPHALT OVERLAY |
|  | 2 FULL DEPTH ASPHALT PAVEMENT |
|  | 3 CONCRETE SIDEWALK |
|  | 4 ADJUST TO GRADE |
|  | 5 SIDEWALK RAMP WITH TACTILE
WARNING SYSTEM |
|  | 6 SLAB SOD |
|  | 7 CURB & GUTTER |
|  | 8 ASPHALT WALKING TRAIL |
|  | 9 GRAVEL ACCESS DRIVE |
|  | 10 ASPHALT OVERLAY WITH
COMPACTED GRAVEL |
|  | 11 SILT FENCE |

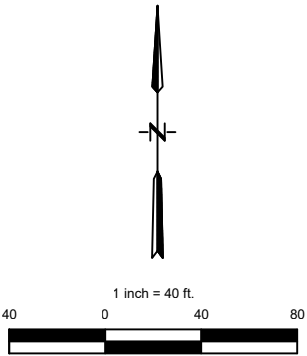
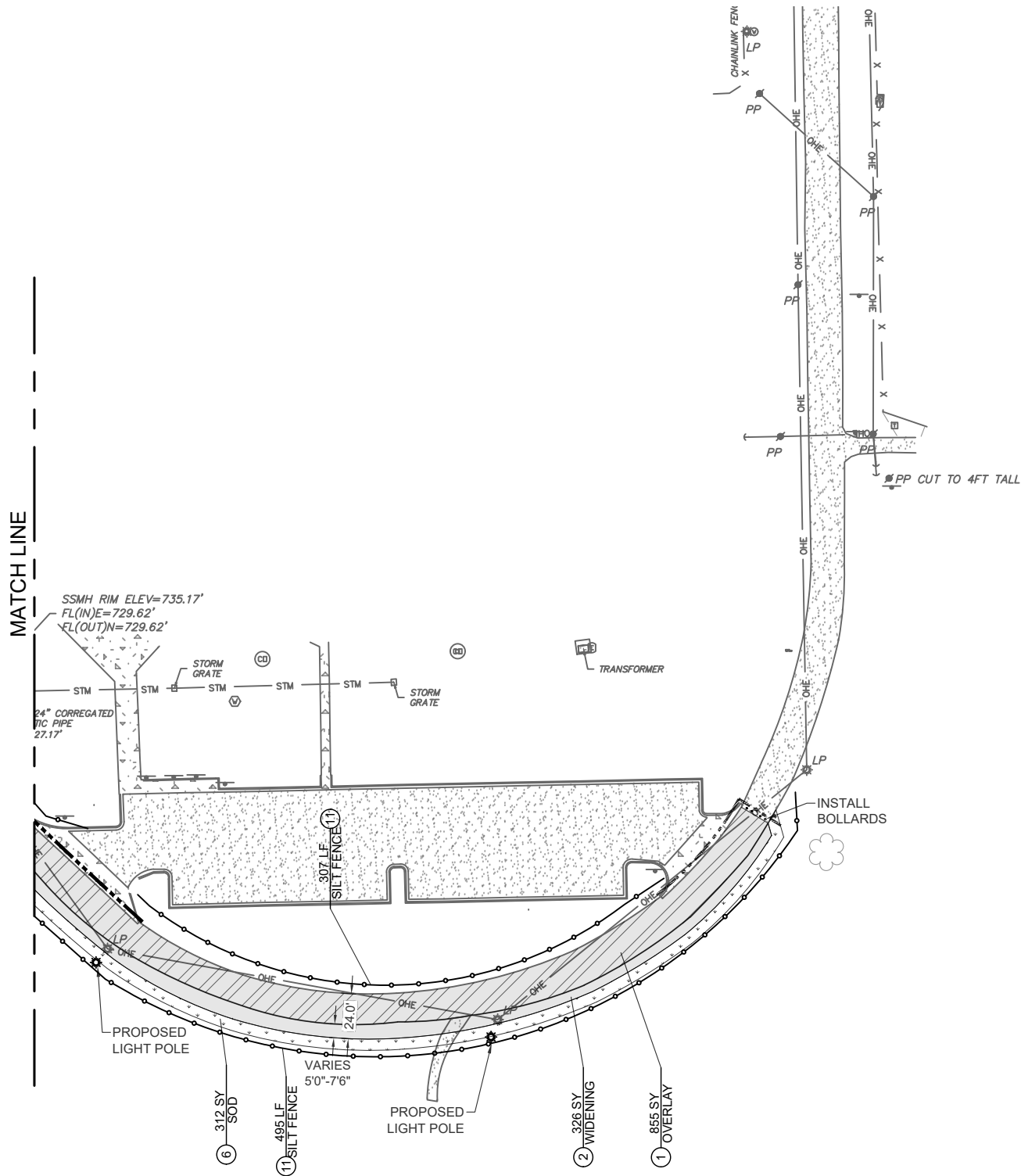


SOONER PARK PLAN (1)			
BOND PARK IMPROVEMENTS			
PARKS DEPARTMENT			
CITY OF BARTLESVILLE, OKLAHOMA			
ENGINEERING SERVICES			
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED			
1623 E. 6TH STREET		TULSA, OKLA. 74120	
		918-835-9588	
PLAN SCALE: 1"=40'	DRAWN BY: DESIGNED BY: SURVEY BY:	JIB DEP TLS	2/24 2/24 04/23
PROFILE SCALE	PROJ. MGR.		
HORIZONTAL: NA	LEAD ENGR.		
VERTICAL: NA	FIELD MGR.		
RECOMMENDED: _____ DESIGN MANAGER		APPROVED: _____ CITY ENGINEER	
FILE:		DRAWING:	
		DATE:	
		SHEET 22 OF 41 SHEETS	

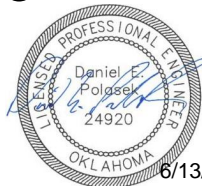


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				HORIZONTAL:	LEAD ENGR.			
				NA	FIELD MGR.			
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				NA	DESIGN MANAGER _____			
			FILE:	DRAWING:			DATE:	
							SHEET 22 OF 41 SHEETS	

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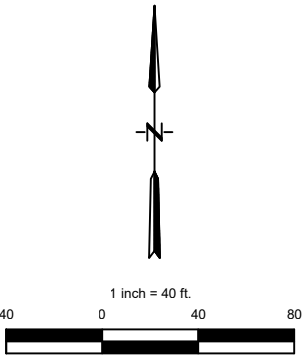
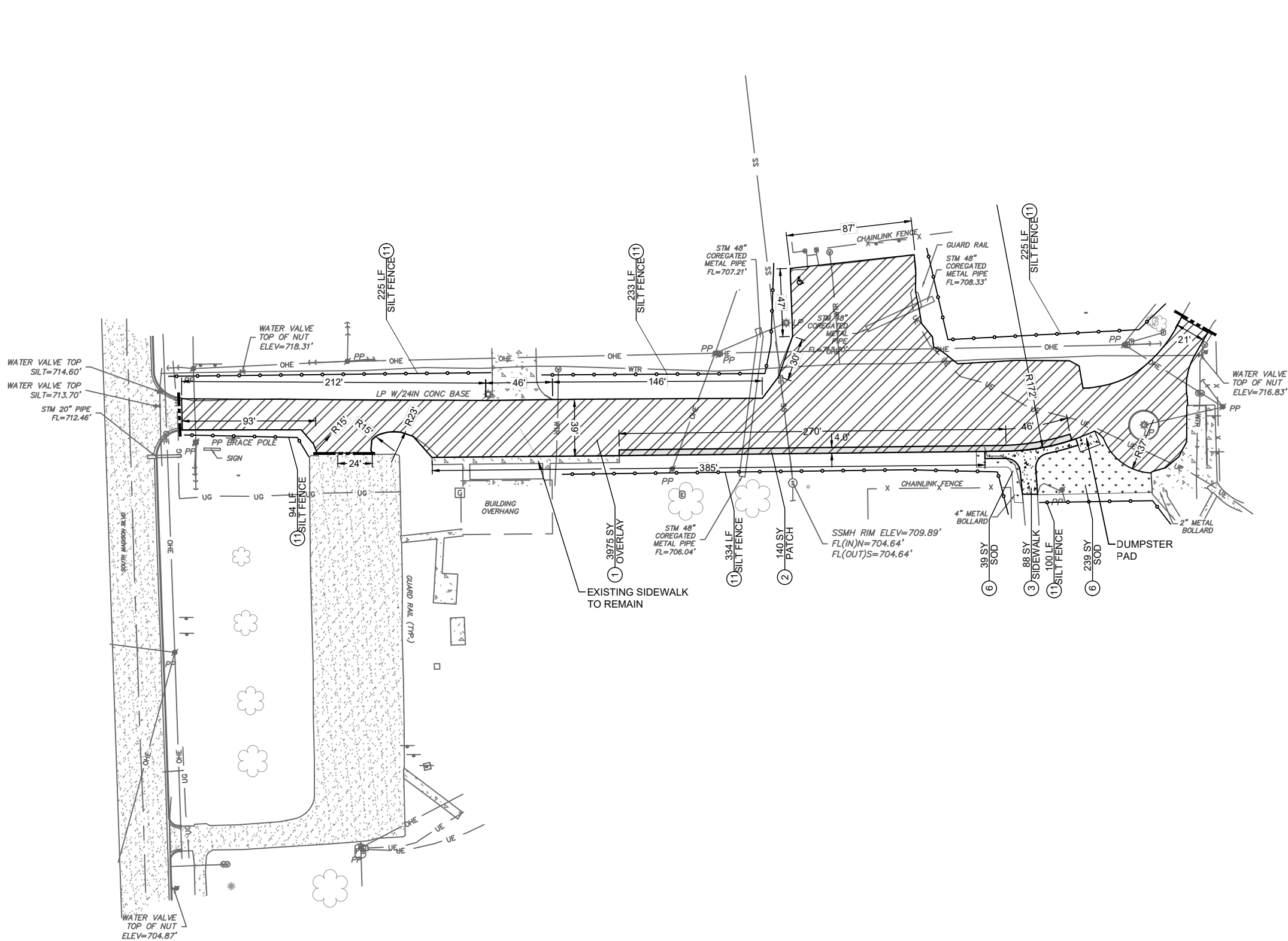
- LEGEND:**
- PROPOSED ASPHALT OVERLAY
 - PROPOSED SIDEWALK
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED GRAVEL ACCESS DRIVE
 - PROJECT LIMITS
- 1 ASPHALT OVERLAY
 - 2 FULL DEPTH ASPHALT PAVEMENT
 - 3 CONCRETE SIDEWALK
 - 4 ADJUST TO GRADE
 - 5 SIDEWALK RAMP WITH TACTILE WARNING SYSTEM
 - 6 SLAB SOD
 - 7 CURB & GUTTER
 - 8 ASPHALT WALKING TRAIL
 - 9 GRAVEL ACCESS DRIVE
 - 10 ASPHALT OVERLAY WITH COMPACTED GRAVEL
 - 11 SILT FENCE



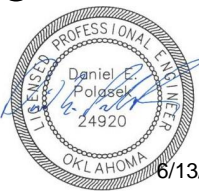
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					HORIZONTAL:			LEAD ENGR.					
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					NA			DESIGN MANAGER			CITY ENGINEER		
					FILE:			DRAWING:			DATE:		
											SHEET 23 OF 41 SHEETS		

SOONER PARK PLAN (2)	
BOND PARK IMPROVEMENTS	
PARKS DEPARTMENT	
CITY OF BARTLESVILLE, OKLAHOMA ENGINEERING SERVICES	
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED	
1623 E. 6TH STREET TULSA, OKLA. 74120 918-835-9688	

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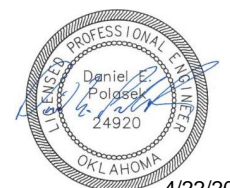
- LEGEND:**
- PROPOSED ASPHALT OVERLAY
 - PROPOSED SIDEWALK
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED GRAVEL ACCESS DRIVE
 - PROJECT LIMITS
 - 1 ASPHALT OVERLAY
 - 2 FULL DEPTH ASPHALT PAVEMENT
 - 3 CONCRETE SIDEWALK
 - 4 ADJUST TO GRADE
 - 5 SIDEWALK RAMP WITH TACTILE WARNING SYSTEM
 - 6 SLAB SOD
 - 7 CURB & GUTTER
 - 8 ASPHALT WALKING TRAIL
 - 9 GRAVEL ACCESS DRIVE
 - 10 ASPHALT OVERLAY WITH COMPACTED GRAVEL
 - 11 SILT FENCE



REVISION		BY	DATE	PLAN SCALE: 1"=40'	DRAWN BY:	JIB	2/24	APPROVED: <
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SOONER PARK PLAN (3)
BOND PARK IMPROVEMENTS
PARKS DEPARTMENT
CITY OF BARTLESVILLE, OKLAHOMA
ENGINEERING SERVICES
PLANS & ESTIMATES PREPARED BY:
BKL, INCORPORATED
1623 E. 6TH STREET TULSA, OKLA. 74120 918-835-9688

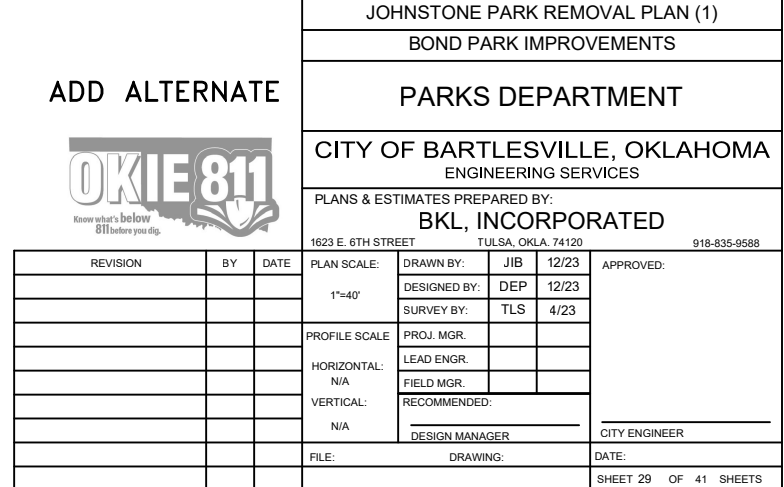
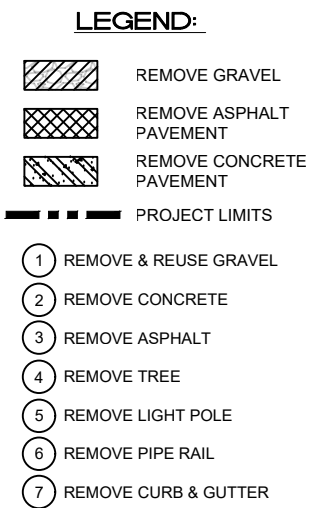
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FL(OUT)N=674.64'
FL(IN)S=674.64'
CITY OF BATLESVILLE SHOWS
NO MANHOLE CONNECTION
SOUTH PER ARC GIS MAP

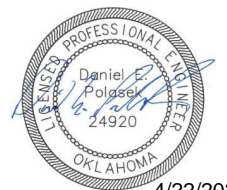
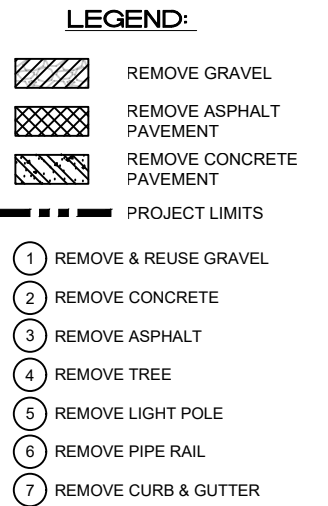


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FILE:	DRAWING:	DATE:



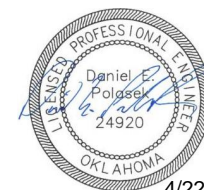
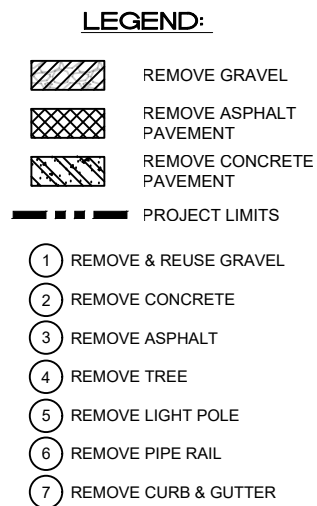
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				SURVEY BY:	TLS	4/23		
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			HORIZONTAL: 1"=XX'	LEAD ENGR.				
			VERTICAL:	FIELD MGR.				
			1"=5'	RECOMMENDED:				
				DESIGN MANAGER			CITY ENGINEER	
			FILE:	DRAWING:		DATE:		
							SHEET 27 OF 41 SHEETS	





REVISION	BY	DATE	PLAN SCALE:	DRAWN BY:	JIB	12/23	APPROVED: _____ CITY ENGINEER
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			N/A	FIELD MGR.			
			VERTICAL:	RECOMMENDED:			
			N/A	DESIGN MANAGER			
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JOHNSTONE PARK REMOVAL PLAN (3)

BOND PARK IMPROVEMENTS

PARKS DEPARTMENT

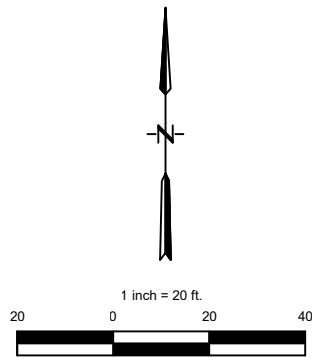
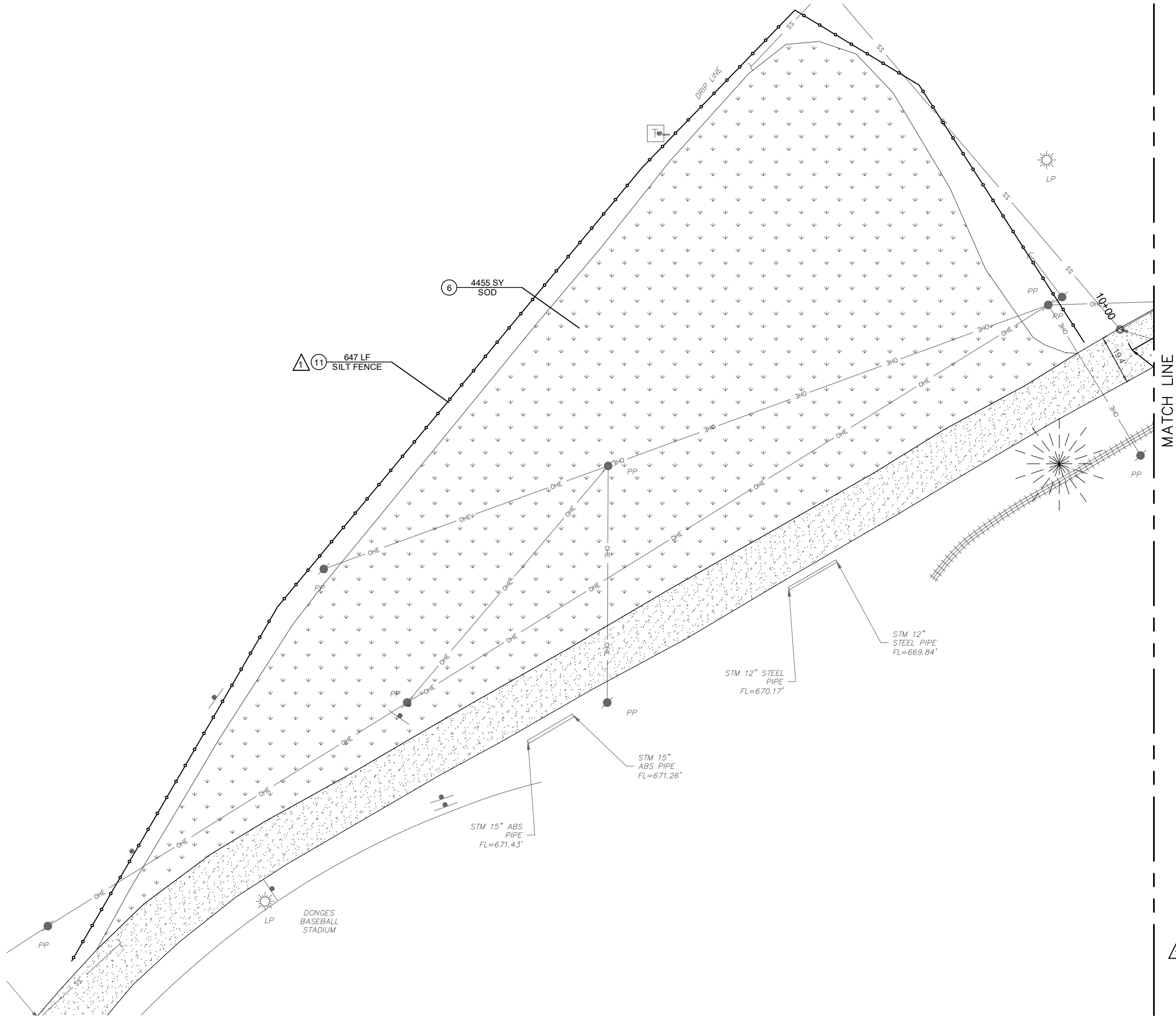
CITY OF BARTLESVILLE, OKLAHOMA
ENGINEERING SERVICES

PLANS & ESTIMATES PREPARED BY:
BKL, INCORPORATED

1623 E. 6TH STREET TULSA, OKLA. 74120 918-835-9588

REVISION			BY	DATE	1623 E. 6TH STREET			TULSA, OKLA. 74120			918-639-9588		
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LEGEND:

- PROPOSED ASPHALT OVERLAY
- PROPOSED SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- PROPOSED GRAVEL ACCESS DRIVE
- PROJECT LIMITS

- 1 ASPHALT OVERLAY
- 2 FULL DEPTH ASPHALT PAVEMENT
- 3 CONCRETE SIDEWALK
- 4 ADJUST TO GRADE
- 5 SIDEWALK RAMP WITH TACTILE WARNING SYSTEM
- 6 SLAB SOD
- 7 CURB & GUTTER
- 8 ASPHALT WALKING TRAIL
- 9 GRAVEL ACCESS DRIVE
- 10 ASPHALT OVERLAY WITH COMPACTED GRAVEL
- 11 SILT FENCE








ADD ALTERNATE

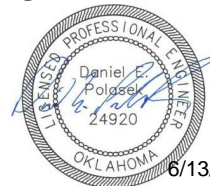


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					LEAD ENGR.					
					FIELD MGR.					
					RECOMMENDED:					
					DESIGN MANAGER				CITY ENGINEER	
					FILE:			DRAWING:	DATE:	
									SHEET 32 OF 41 SHEETS	

JOHNSTONE PARK PLAN (1)		
BOND PARK IMPROVEMENTS		
PARKS DEPARTMENT		
CITY OF BARTLESVILLE, OKLAHOMA ENGINEERING SERVICES		
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED		
1623 E. 6TH STREET TULSA, OKLA. 74120 918-835-9688		

	PROPOSED ASPHALT OVERLAY
	PROPOSED SIDEWALK
	PROPOSED ASPHALT PAVEMENT
	PROPOSED GRAVEL ACCESS DRIVE
	PROJECT LIMITS

- 1 ASPHALT OVERLAY
- 2 FULL DEPTH ASPHALT PAVEMENT
- 3 CONCRETE SIDEWALK
- 4 ADJUST TO GRADE
- 5 SIDEWALK RAMP WITH TACTILE WARNING SYSTEM
- 6 SLAB SOD
- 7 CURB & GUTTER
- 8 ASPHALT WALKING TRAIL
- 9 GRAVEL ACCESS DRIVE
- 10 ASPHALT OVERLAY WITH COMPACTED GRAVEL
- 11 SILT FENCE

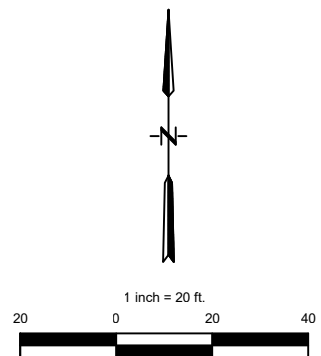







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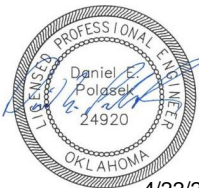
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REVISION	BY	DATE	PLAN SCALE:	DRAWN BY:	JIB	2/24	APPROVED:
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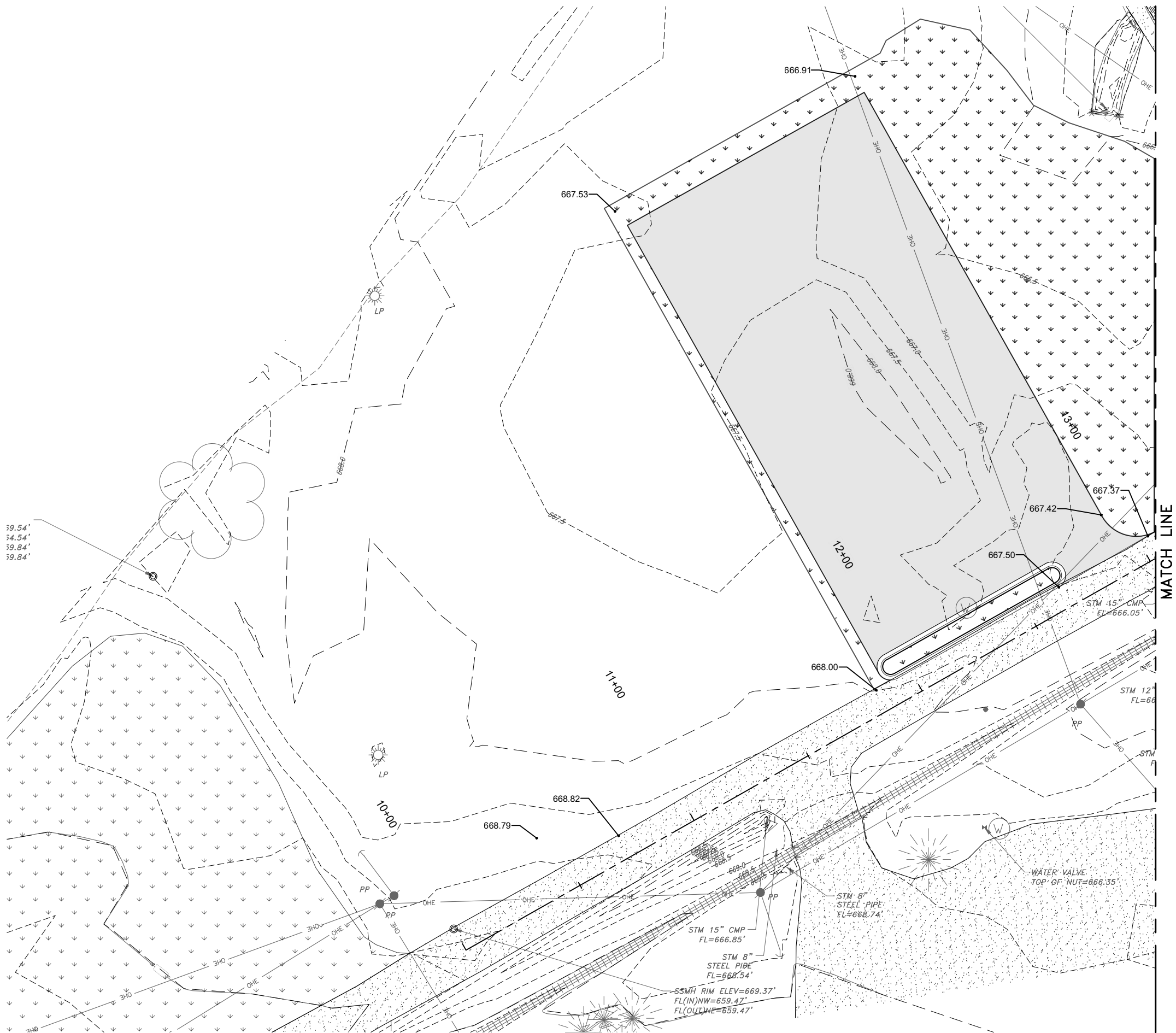


	PROPOSED ASPHALT OVERLAY
	PROPOSED SIDEWALK
	PROPOSED ASPHALT PAVEMENT
	PROPOSED GRAVEL ACCESS DRIVE
	PROJECT LIMITS

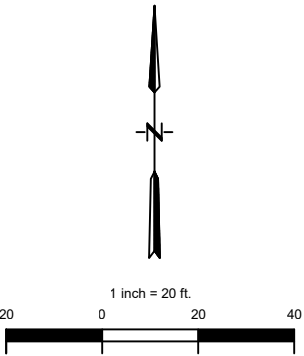
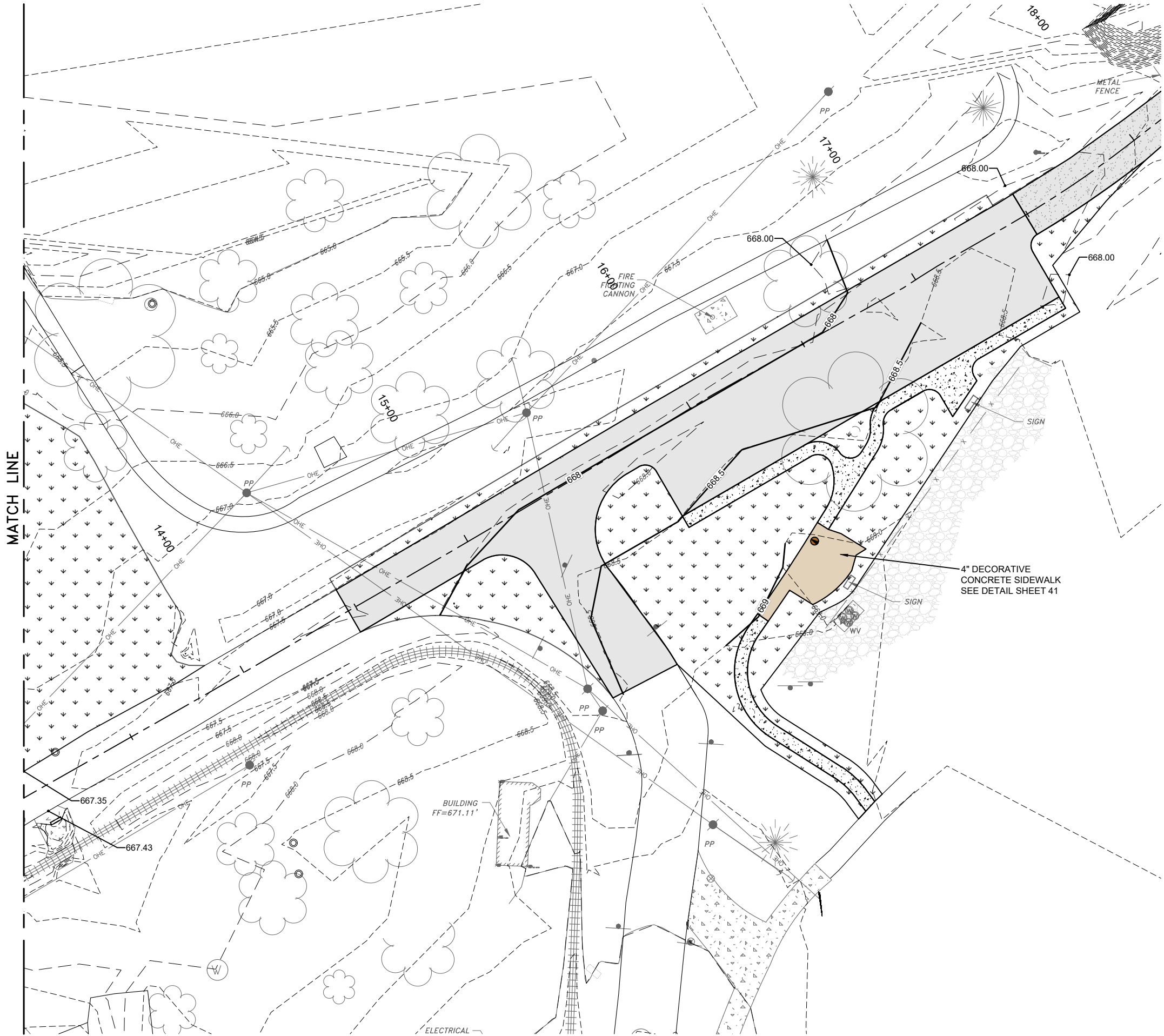
- 1 ASPHALT OVERLAY
- 2 FULL DEPTH ASPHALT PAVEMENT
- 3 CONCRETE SIDEWALK
- 4 ADJUST TO GRADE
- 5 SIDEWALK RAMP WITH TACTILE WARNING SYSTEM
- 6 SLAB SOD
- 7 CURB & GUTTER
- 8 ASPHALT WALKING TRAIL
- 9 GRAVEL ACCESS DRIVE
- 10 ASPHALT OVERLAY WITH COMPACTED GRAVEL



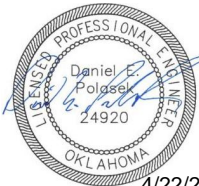
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				N/A	FIELD MGR.			
				VERTICAL:	RECOMMENDED:			
				N/A	DESIGN MANAGER			
FILE:				DRAWING:				DATE:
								SHEET 36 OF 41 SHEETS



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- LEGEND:**
- PROPOSED ASPHALT OVERLAY
 - PROPOSED SIDEWALK
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED GRAVEL ACCESS DRIVE
 - PROJECT LIMITS
- 1 ASPHALT OVERLAY
 - 2 FULL DEPTH ASPHALT PAVEMENT
 - 3 CONCRETE SIDEWALK
 - 4 ADJUST TO GRADE
 - 5 SIDEWALK RAMP WITH TACTILE WARNING SYSTEM
 - 6 SLAB SOD
 - 7 CURB & GUTTER
 - 8 ASPHALT WALKING TRAIL
 - 9 GRAVEL ACCESS DRIVE
 - 10 ASPHALT OVERLAY WITH COMPACTED GRAVEL



4/22/2024

JOHNSTONE PARK GRADING PLAN (2)

BOND PARK IMPROVEMENTS

PARKS DEPARTMENT

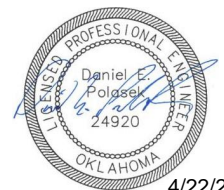
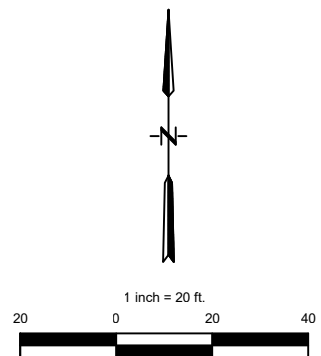
CITY OF BARTLESVILLE, OKLAHOMA
ENGINEERING SERVICES

PLANS & ESTIMATES PREPARED BY:
BKL, INCORPORATED

1623 E. 6TH STREET TULSA, OKLA. 74120 918-835-9688

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							SHEET 37 OF 41 SHEETS





4/22/2024

JOHNSTONE PARK STRIPING & SIGNING PLAN (1)

BOND PARK IMPROVEMENTS

PARKS DEPARTMENT

CITY OF BARTLESVILLE, OKLAHOMA
ENGINEERING SERVICES

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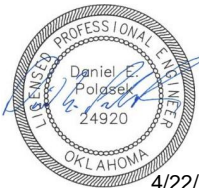
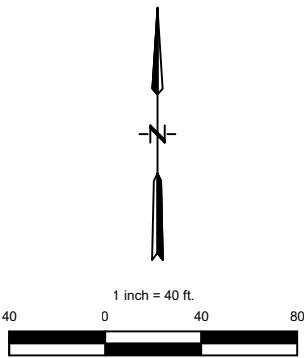
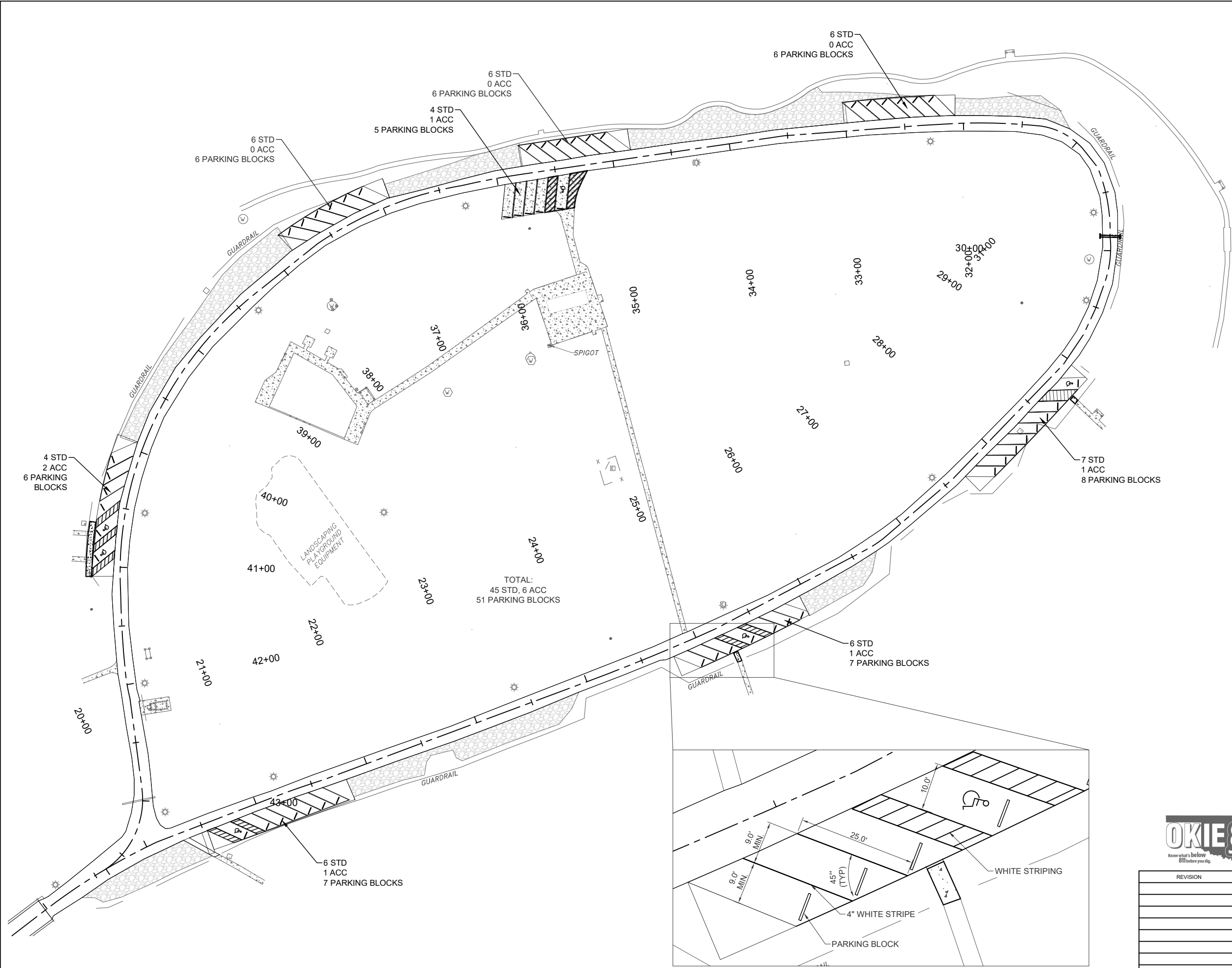
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4/22/2024

JOHNSTONE PARK STRIPING & SIGNING PLAN (4)

BOND PARK IMPROVEMENTS

PARKS DEPARTMENT

CITY OF BARTLESVILLE, OKLAHOMA
ENGINEERING SERVICES

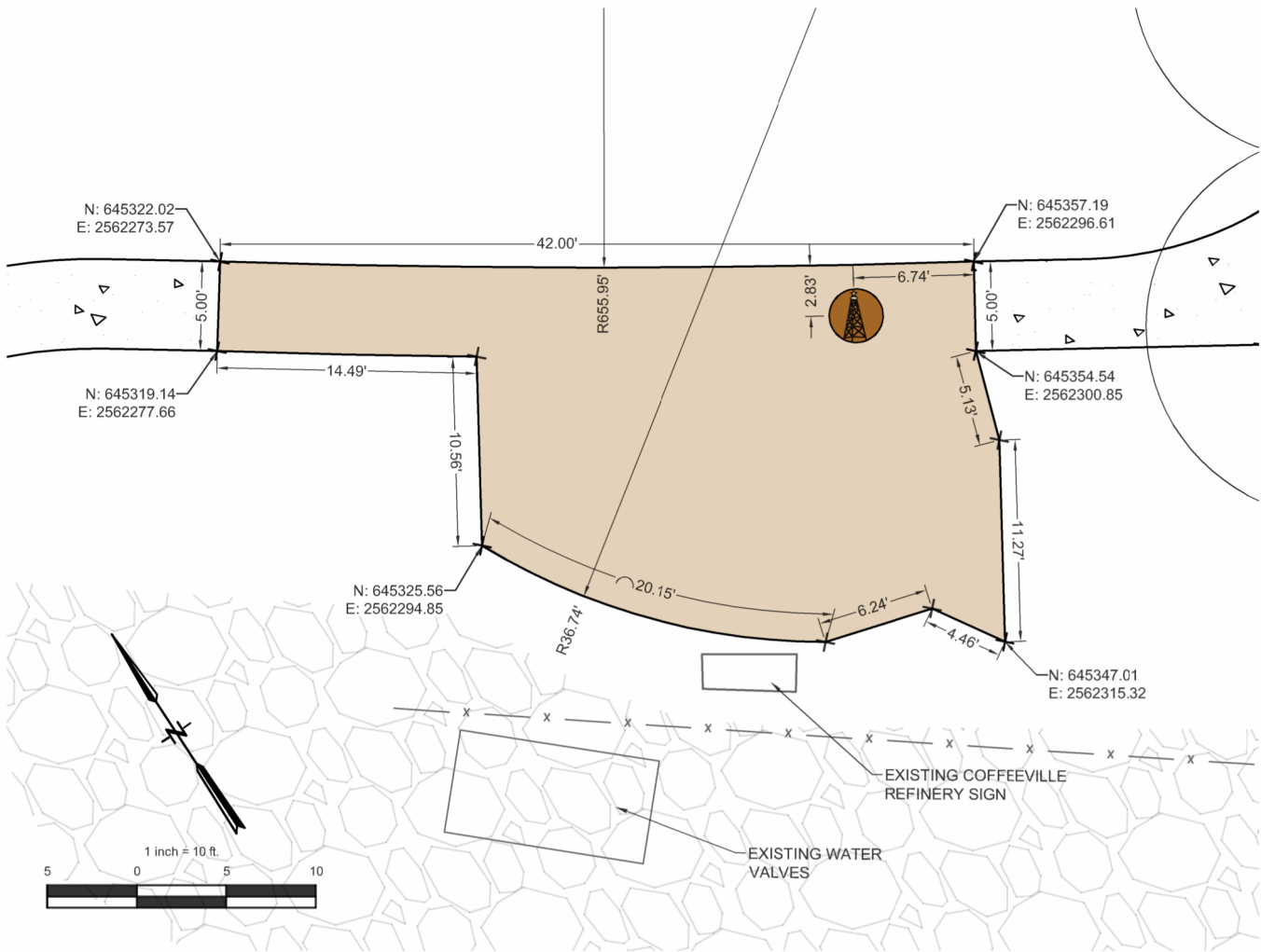
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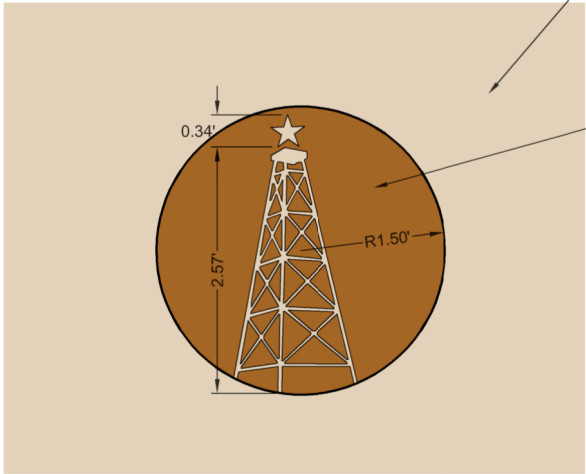
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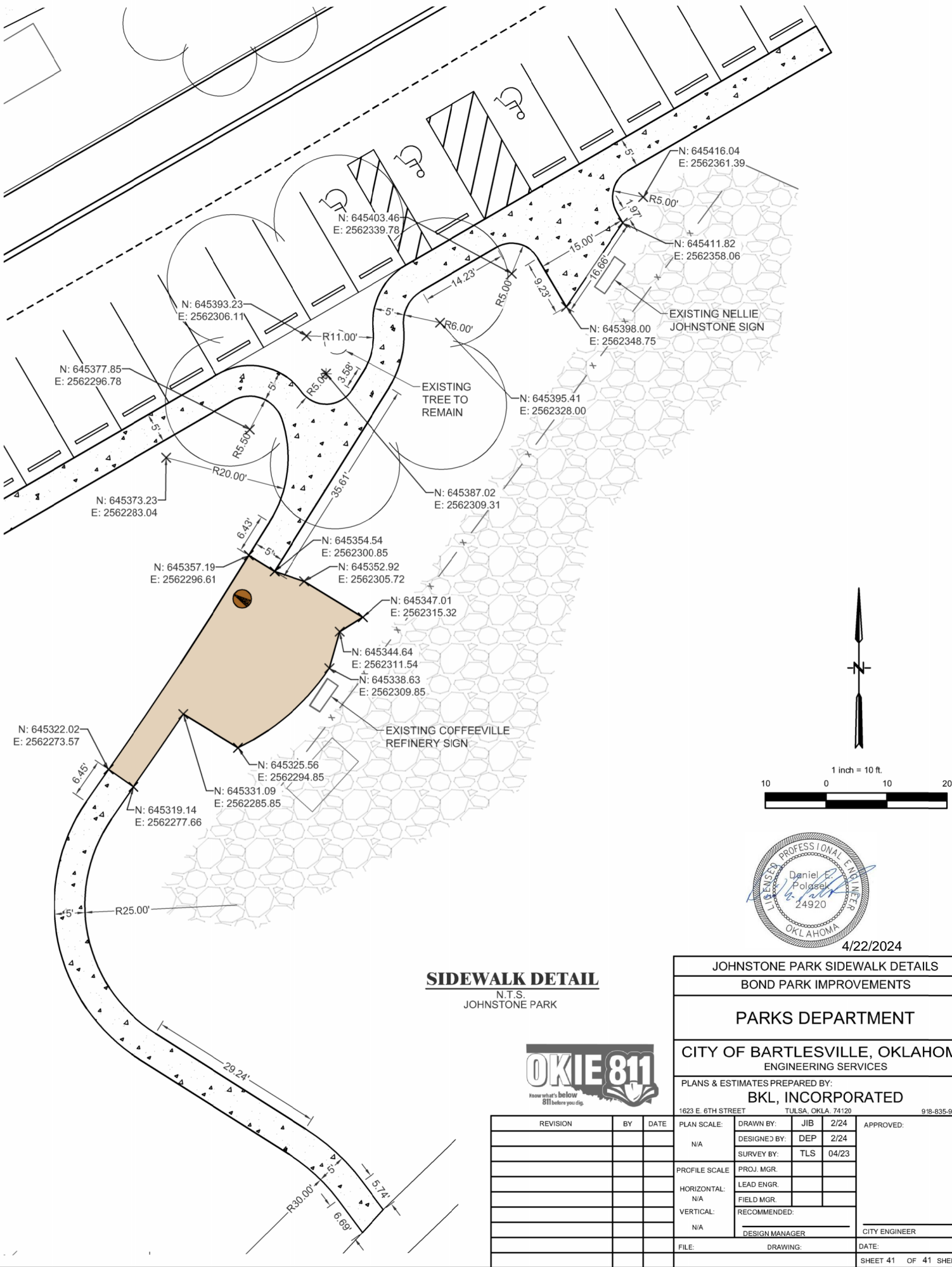
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STATE OF OKLAHOMA DETAIL
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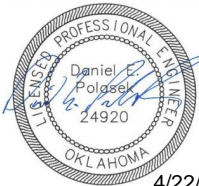
OIL DERRICK DETAIL
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JOHNSTONE PARK



SIDEWALK DETAIL
N.T.S.
JOHNSTONE PARK



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4/22/2024

JOHNSTONE PARK SIDEWALK DETAILS
BOND PARK IMPROVEMENTS
PARKS DEPARTMENT
CITY OF BARTLESVILLE, OKLAHOMA ENGINEERING SERVICES
PLANS & ESTIMATES PREPARED BY: BKL, INCORPORATED
1623 E. 6TH STREET TULSA, OKLA. 74120 918-835-9688

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the Collective Bargaining Agreement between the City of Bartlesville and International Association of Fire Fighters Local 200 (the “IAFF”) for Fiscal Year 2024-2025.

Attachments:

IAFF Collective Bargaining Agreement FY24-25

II. STAFF COMMENTS AND ANALYSIS

The staff has reached an agreement with the IAFF, which will last through June 30, 2025. The agreement is subject to Council approval. Except for the payscale, the contract is unchanged from the 2023-2024 contract. Under the contract, Bartlesville firemen will receive the same pay increases as general City employees. All members of the City staff who were involved in this contract negotiation recommend approval of the above contract.

III. RECOMMENDED ACTION

Staff recommends approval and execution of collective bargaining agreement with the IAFF.

AN AGREEMENT

BETWEEN

THE CITY OF BARTLESVILLE, OKLAHOMA,

A Municipal Corporation

and

BARTLESVILLE PROFESSIONAL FIRE FIGHTERS

Local 200, Bargaining Agent

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Fiscal Years

2024 - 2025

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ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF BARTLESVILLE, OKLAHOMA, hereinafter referred to as City or Employer, and LOCAL 200, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as Union, to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement.

ARTICLE 2

UNIT COMPOSITION

Employer recognizes the Union as the exclusive bargaining agent for those employees of the Fire Department defined by law as members of the Union, except:

- (A) Fire Chief.
- (B) One designated administrative assistant.

ARTICLE 3

AUTHORITY AND TERM

Section 1. The Employer and the Union have, by these presents, reduced to writing the Collective Bargaining Agreement resulting from negotiations entered into by Employer and Union.

Section 2. This Agreement shall be effective as of the 1st day of July 2024, and shall remain in full force and effect until the 30th day of June 2025, in accordance with the provisions of the Fire and Police Arbitration Act.

Section 3. Whenever wages, rates of pay or any other matters requiring appropriations of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to June 30th of each year, the last day on which monies can be appropriated by the Employer to cover an Agreement period which is the subject of the collective bargaining procedure.

Section 4. It shall be the obligation of the Employer and the Union to meet at a reasonable time and confer in good faith with representatives of the Union and the Employer ten (10) days after receipt of written notice from the Union or the Employer requesting a meeting

for purposes of collective bargaining.

Section 5. In the event the Union and the Employer are unable, within thirty (30) days from and including the date of the first meeting, to reach an agreement, any and all unresolved issues, as defined by statute, may be submitted to arbitration on the request of either party.

Section 6. During the term of this Agreement, it shall be the obligation of the Employer and the Union to meet within ten (10) days after notice had been filed by either party, to negotiate any amendments, addendum or changes which do not require the appropriation of monies. It is understood that the arbitration process shall not apply to the lack of agreement to modify the existing contract.

ARTICLE 4

PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Union agrees to a prohibition of any job action, i.e., strike, sympathy strike, secondary boycott, work slowdowns, sit-downs, concerted stoppage of work, concerted refusal to perform overtime or emergency overtime or cover minimum manning requirements, mass absenteeism, or any other intentional interruption or disruption of the operations of the Fire Department and the City of Bartlesville. In addition, the Union agrees not to petition its affiliate, AFL - CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts or actions heretofore enumerated are not caused or authorized by the union. Union shall not aid or assist any person or parties engaging in the prohibitive conduct, by giving direction or guidance to such activities and conduct.

Section 2. Upon notification confirmed in writing by Employer to Union that certain of its members are engaging in a wildcat strike, Union shall immediately, in writing, order such member(s) to return to work at once and provide the Employer with a copy of such an order, and a responsible official of Union shall publicly order them to return to work. Such characterization of the strike by Employer shall not establish the nature of the strike. Such notification by Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place, or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of Employer. In the event that a wildcat strike occurs, Union agrees to take all responsible effective and affirmative action to secure the members' return to work as promptly as possible.

Section 3. The Employer and the Union agree that unfair labor practices as defined in the Firefighters' and Policemen's Arbitration Act shall constitute unfair labor practices for the purpose of this Agreement. It is understood that statutory unfair labor practices are not subject to the contract arbitration procedure.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Union recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement, are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitation within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and the Charter of the municipality and responsibilities and duties contained in the laws of the State of Oklahoma and the ordinances and regulations promulgated thereunder:

- A. To determine Fire Department Policy including the rights to manage the affairs of the Fire Department in all respects, except as stated above;
- B. To assign working hours, including overtime;
- C. To direct the members of the Fire Department, including the right to terminate, suspend or discipline any fire fighter for just cause; and the right to hire, promote or to transfer any fire fighter within the department;
- D. To determine the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department and the determination of job classifications and ranks based upon duties assigned;
- E. To determine the safety, health and property protection measures for the Fire Department;
- F. To allocate and assign work to fire fighters within the Fire Department;
- G. To be the sole judge of the qualifications of applicants and training of new employees;
- H. To schedule the operations and to determine the number and duration of hours of assigned duty per week;
- I. To establish and enforce Fire Department rules, regulations and orders;
- J. To introduce new, improved or different methods and techniques of operations

of the Fire Department or change existing methods or techniques;

K. To determine the amount of supervision necessary;

L. To control the departmental budget;

M. To take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 6

PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Bartlesville Fire Department currently in effect for and with respect to the members of said Fire Department on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force and effect, unchanged and unaffected in any manner unless and except as modified or changed by the specific terms of this Agreement.

ARTICLE 7

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

ARTICLE 8

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to ensure that applicants or employees are treated without regard to race, color, religion, sex, marital status, national origin, ancestry, disability, age, status of Union membership or political affiliation, except where a bona fide occupational qualification exists. Each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended and/or other applicable

laws.

Section 2. In the event that any portion of this Agreement unintentionally conflicts with the Employer's capability to be in compliance with said laws, the Equal Employment Opportunity Commission (EEOC) Guidelines will be overriding to that portion of the Agreement.

ARTICLE 9

HOURS AND TIME EXCHANGE

Section 1. Shift employees shall work a schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

Section 2. Time of shift change will be 0800 for rank of Captain and below and 0730 for Battalion Chiefs and Training Officers.

Section 3. Employees shall have the privilege to exchange time, provided however, prior to the effective time of the exchange, the Battalion Chief of the shift affected will be notified of such change. All time exchange must be documented. Furthermore, the Employer understands that employees may compensate one another for exchange time privileges and this shall be so noted on the time exchange form.

Section 4. The forty (40) hour employees' work week shall be five days, eight (8) hours per day, forty (40) hours per week, Monday through Friday.

Section 5. Shift employees shall be paid time-and-a-half for all hours worked over 106 hours per fourteen (14) day period. In addition, for purposes of calculating overtime for bargaining unit employees, vacation, funeral leave, injury leave, and 72 hours of family sick (not applying to extended Family Leave) time off shall be considered as hours worked. Provided further, if general City employees are subsequently granted the benefit of having personal sick leave hours counted as hours worked for overtime purposes, then and in such event, employees covered by this Agreement shall receive the same benefit. In the case of a Training Officer, compensatory time off will be granted in accordance with general rules and regulations of the City of Bartlesville.

Section 6. All employees will be paid on an hourly basis in the fourteen (14) day pay period.

Section 7. Employees called back to work on an emergency basis shall be paid at a minimum of four (4) hours double time. Any time worked after the first four (4) hours on an emergency basis will be paid double time. This section shall not apply to minimum manning requirements.

Section 8. Employees who are hired back for minimum manning purposes shall be paid double time at their current hourly rate. If an employee is working up in rank, they will be paid double the rate of step 1 of the position being filled.

ARTICLE 10

AVERAGE DUTY DAY

Section 1. Shift exchange shall take place at 0800 hours.

Section 2. From 0800 hours to 1700 hours the following activities will take place:

- A. Station cleaning;
- B. Inspection and maintenance of equipment and station premises;
- C. Training.

Section 3. From 1700 to 0800 hours and all day on holidays shall be normally considered standby time. Provided however, the Fire Chief may require additional duties or training on any day if he, or the Deputy Fire Chief in the Fire Chief's absence, determines that it is appropriate to perform such additional duties or training. Provided further, such additional duties or training shall not be required more than two times per month per shift.

Section 4. No personal vehicles, tools, garden implements, recreational devices or motor craft, implements of husbandry, self-propelled devices of transportation or similar or like devices may be brought to the station and worked on Monday through Friday, 8:00 a.m. to 5:00 p.m.

ARTICLE 11

DRIVER'S LICENSE

Section 1. If an employee's driver's license is suspended, restricted or revoked for any length of time and a valid driver's license is required for the position assigned, the employee must inform his supervisor and the Fire Chief of this situation no later than the employee's next duty shift after notification from the State of Oklahoma Department of Public Safety or other appropriate agency. If an employee fails to do so, he may be subject to disciplinary action.

Section 2. Depending on the length and circumstances of the suspension, restriction or revocation, the employee may be demoted to the next lower position that does not require a valid driver's license. The employee will be placed in the previous position held when the driver's license is reinstated. If such a temporary demotion occurs, the next eligible member shall be temporarily promoted to fill the vacated position until the suspension or

revocation is vacated. The employee will be returned to his previous position with all rights and benefits restored when his driver's license is reinstated. Any employee who is temporarily demoted may still take the test for promotion to the next position above his former position.

Section 3. If an employee drives a City vehicle without a valid driver's license, he will be subject to harsh disciplinary action.

ARTICLE 12

DISCIPLINE

Section 1. This section on employee discipline describes general guidelines concerning discipline and termination decisions. Each case will be evaluated on an individual basis.

Section 2. All employee performance incidents will be documented with facts and dates of counseling sessions and disciplinary actions.

Section 3. Supervisors are required to have employees sign any disciplinary action form to acknowledge that it has been discussed with them. If the employee refuses to sign the form, it should be noted and initialed by the supervisor and a witness in the employee's presence.

Section 4. When it is necessary to discipline an employee, progressive disciplinary steps described below should be used. Following all the steps of progressive discipline is not mandatory when the conduct of the employee warrants more severe initial discipline beyond the normal step progression.

A. Informal Counseling

Most potential employee problems can be best addressed by day-to-day communication and feedback between an employee and his/her supervisor. Many potential problems (job performance, attendance, etc.) can be adequately addressed through proper counseling and guidance by the supervisor regarding reinforcement or explanation of City/Department rules, requirements or standards.

B. Oral Reprimand

Problems or potential problems regarding the employee's performance should be discussed with the employee. An oral reprimand shall be used to correct the problem and not to punish the employee. Specific steps or corrective action should be discussed and proper responsibility assigned to the employee for making the necessary corrections/adjustments in the areas discussed. The end result should be a positive change in the employee's behavior. The oral reprimand should be conducted in privacy and should promptly follow the incident in question. The supervisor should document the oral reprimand, have

the employee sign the documentation as an acknowledgment, and keep a copy of the documentation in the Department file on the employee.

C. Written Reprimand

Written reprimands shall be utilized in situations that merit such action, listing corrective action to be taken by the employee and describing improvement to be expected. A copy of the reprimand should be given to the employee, a copy should be placed in the employee's file in the Fire Department by the Fire Chief and a copy should be forwarded to the Personnel Director to be placed in the employee's personnel file. Each written reprimand shall include a recommendation by the supervisor(s) concerning a possible date for removal of the reprimand from the employee's file if the infraction is minor in nature. Depending on the type and/or frequency of occurrences, documentation involving minor disciplinary actions may be removed from personnel files following the process described in Article 14, Personnel Files, contained in this Agreement.

D. Notification of Disciplinary Action

Prior to suspending without pay, demoting or dismissing an employee, the Fire Chief must discuss the situation with the Personnel Director and/or the City Manager. It is essential that proper procedures be followed for these types of discipline. An employee must be advised of the charges against him/her, given an explanation of the evidence supporting the charges and notice of a hearing date, at which time the employee shall have an opportunity to respond. The employee must also be advised, if a disciplinary action is recommended after such a hearing, and that he/she has the right to appeal the action as provided for through the contract grievance procedure. The Fire Chief and the City Manager may elect to suspend an employee with pay or without pay pending the final outcome of an investigation and hearing. Provided however, if an employee is suspended without pay and if the final disciplinary decision determines that suspension without pay was inappropriate, then the employee shall receive all back pay and benefits that were suspended.

E. Suspension

In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, the Fire Chief may recommend to the City Manager that the employee be suspended with or without pay for such length of time as he/she considers appropriate, not to exceed thirty (30) calendar days. Pending the investigation or trial of any charge against the employee, the Fire Chief may recommend a longer suspension period to the City Manager.

F. Demotion

Demotion is a very severe step in the disciplinary process which may be utilized in lieu of termination in some instances.

G. Dismissal

Dismissal is the final step in progressive discipline. Dismissal may result when no improvement has been made after previous steps of progressive discipline have been applied or because of the seriousness of the offense.

Section 5. Reasons for initiating appropriate disciplinary actions include, but are not limited to the following, and are subject to a just cause standard:

- a. Insubordination
- b. Discourteous behavior to the public or other employees
- c. Abuse of leaves, excessive absenteeism, or repeated tardiness
- d. Disregard for Departmental or City rules/regulations, including safety regulations
- e. Falsification of records or documents
- f. Willful misconduct
- g. Incompetence, inefficiency, or neglect of duty, including breach of confidentiality
- h. Discriminatory harassment
- i. Fighting at work
- j. Failure to report a suspended driver's license, if a license is required for the job
- k. Loss of or failure to obtain in a timely manner an appropriate license or certificate which is a necessary requirement for the job
- l. Misuse of City property or funds
- m. Unauthorized use, theft, defraud, or intentional destruction of the City's property, another employee's property, or a citizen's property
- n. Using City time/resources for personal gain
- o. Accepting bribes, gifts, or other concessions in return for special consideration
- p. Conviction of a felony or of a misdemeanor involving baseness, vileness or depravity (moral turpitude)

- q. Absence without proper notice and/or authorization
- r. Use, sale, possession or being under the influence of alcohol or drugs during working hours. "Drugs" shall refer to any substance, legal or illegal, prescribed or non-prescribed which impairs an employee's ability to perform the normal job duties.
- s. Disgraceful conduct that discredits the City.
- t. Activity which has been determined to be incompatible with City employment.

Section 6. Because the City of Bartlesville does not interfere unnecessarily in the private affairs of its employees, care will be taken in citing an employee's off-duty misconduct as a cause of action. As in all disciplinary actions, there must be a nexus between the employee's conduct and the efficiency of the service, before "just cause" can exist.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1. The Union or any employee covered under this Agreement may file a grievance with the City in accordance with Section 3 hereof within twenty-five (25) calendar days of said occurrence (excluding legal holidays observed by the City), as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Union President, or his authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 3. Any controversy between the Employer and the Union or any employee concerning the interpretation, enforcement or application of any provisions of this Agreement concerning any of the terms or conditions of employment contained in this Agreement shall be adjusted in the following manner:

A. The grievant shall notify the Union Grievance Committee and the Chief or his designee, of the filing of a grievance. Within ten (10) calendar days (excluding legal holidays observed by the City) the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.

- (1) If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary;
- (2) If the Union Grievance Committee finds a grievance does exist, the

procedure of Section 3.B shall apply;

B. If the Union Grievance Committee finds that a grievance does exist, the Committee shall submit in writing this grievance to the Fire Chief for adjustment. The written grievance must be submitted to the Fire Chief within twenty-five (25) calendar days (excluding legal holidays observed by the City) of the occurrence. In the event the Fire Chief is unavailable, the grievance may be submitted to the Deputy Fire Chief. In the event both the Fire Chief and the Deputy Fire Chief are unavailable, the grievance may be submitted to the Personnel Director for Employer. Upon receipt of the grievance, the Fire Chief, the Deputy Fire Chief or Personnel Director, as appropriate, shall sign a document indicating receipt of the grievance and indicating the time of receipt.

C. The Fire Chief or Deputy Fire Chief shall review the grievance and if he decides to sustain the grievance, he shall notify the Union Grievance Committee within seven (7) calendar days (excluding legal holidays observed by the City) of receipt of the grievance and the matter will be resolved. If the Fire Chief or Deputy Fire Chief denies the grievance, he shall forward it to the City Manager who shall make the final decision and forward his answer to the Union Grievance Committee within fourteen (14) calendar days (excluding legal holidays observed by the City) from the time the Fire Chief or Deputy Fire Chief received the grievance. A member of the Union Grievance Committee shall sign a document indicating the time of receipt of the City Manager's response.

D. The above sequence applies to an individual grievant. However, if the Bargaining Agent wishes to file a grievance on behalf of the Union, he shall go directly to Section 3.B.

E. The City Manager shall submit his answer in writing to the Fire Chief, and two copies to the Union Grievance Committee within fourteen (14) calendar days from the time he receives the grievance from the Fire Chief. If the City Manager's answer does not settle the grievance, then either party may, within sixty (60) days from the date the City Manager's response is delivered to the Union Grievance Committee, ask for arbitration. Any request for arbitration shall be in writing and in the case of a request by the Union for arbitration within said sixty (60) day period, the written request shall be delivered to and acknowledged by either the City Manager or his designee, the City Personnel Director or her designee, or by the City Attorney. In the event the City requests arbitration within said sixty (60) day period, the request for arbitration shall be in writing and shall be delivered to and acknowledged by an Officer of the Union. If arbitration is not requested within said sixty (60) days, then the grievance shall be considered dismissed.

1. Prior to the initiation of arbitration, either party or the parties jointly may notify the Federal Mediation and Conciliation Service to administer grievance mediation in a good faith effort to resolve the grievance. If the

grievance remains unresolved, it may be submitted to a grievance arbitrator for resolution by either party or jointly as the case may be.

2. Either party, or the parties jointly, may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
3. Within seven (7) days from the receipt of such a panel, a representative of the Union and City shall confer and alternately strike names until one arbitrator remains who shall be selected as the impartial arbitrator. The city shall strike the first name from said list on odd number arbitration proceedings and the Union shall strike the first name from said list on even number arbitrations. If the selected impartial arbitrator is unsatisfactory to both parties or is unable or unwilling to serve, the parties shall jointly request a new list of seven (7) arbitrators. The striking of names will be on the same basis and within the same time limits as applied to the first list.
 - (1) If possible, hearings shall be held within twenty-five (25) days of notice to the arbitrator selected. However, the arbitrator shall then fix the time and place for the hearing, notice of which shall be given to the parties at least ten (10) calendar days in advance.
 - (2) There shall be no briefs except when requested by either party in connection with grievances concerning discipline or discharge.
 - (3) If a transcript of the proceedings is requested, the party so requesting it shall pay for it. If a transcript is requested jointly, it shall be paid for equally between the parties.
4. The arbitration hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and require by subpoena the attendance and testimony of witnesses, the production of books and other evidence relative or pertinent to the issues presented to him for determination.
5. Whenever possible, within sixty (60) days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or otherwise delivered to the Union and the Employer.

6. The decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement with respect to the interpretation, enforcement or application of the provisions of this Agreement. It is understood by the parties to this Agreement that the filing of a grievance under this Article, which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights of both parties, the Union and the Employer, to litigate or otherwise contest the last answer rendered through the grievance procedure in any court or other appeal forum.
7. The cost of the impartial arbitrator shall be shared between the Union and employer including the cost of obtaining the list of arbitrators from the FMCS.

Section 4. All time limits set forth in this Article may be extended by mutual consent, in writing, but if not so extended, must be strictly observed. If either party fails to pursue any grievance within the time limits provided, that party shall have no right to continue the grievance.

ARTICLE 14

PERSONNEL FILES

Section 1. It is agreed that all materials concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the employee's position, advancement or future with the Department that are to be placed in the employee's personnel file, that the Employer shall notify said employee of such action and that the employee be given proper opportunity to appeal such action before it becomes a part of his personnel file. Documentation signed by the employee is not subject to the notice requirements.

Section 2. A member shall be allowed to review his personnel file under appropriate supervision at any reasonable time.

Section 3. Personnel files will be reviewed by the Fire Chief with the assistance of the Personnel Director at least once every two (2) years if requested by the employee. Prior to the review, the employee shall be notified when such review is to take place and shall be allowed an opportunity to be present during the review. Depending on the type and/or frequency of occurrences, documentation involving minor disciplinary actions may be removed from personnel files during the review process. Each situation will be evaluated on a case by case basis. The Fire Chief will be the final authority on the decision as to whether or not to remove any such material.

ARTICLE 15

JOINT SAFETY AND HEALTH COMMITTEE

Section 1. The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety and health on the Employer's premises and while carrying out the mission of the Employer. The Employer and the Union agree to establish a joint committee with equal representation, which shall be three (3) persons representing the Union and three (3) persons representing the Employer, with the chairperson alternating on a quarterly basis. The Battalion Chiefs and Training Officer, although represented by the Union, shall be recognized as appointed employer representatives for the purpose of these meetings. The Employer's representatives shall select the first quarterly chairperson and the Union's representatives shall select the second quarterly chairperson for the committee. The committee shall meet quarterly and at other times deemed appropriate by the chairperson of said committee or by a majority request of the committee as a whole. Five members must be present in order to constitute a quorum.

Section 2. The Joint Safety and Health Committee will have the joint authority to conduct on-site inspections of equipment, buildings and other areas related to the occupational environment of the bargaining unit. They shall also have the latitude to make studies of safety equipment and practices and to conduct investigations into health hazards that may be appropriate to protect the Employer's interest as it may relate to Worker's Compensation or other liability inherent to occupational diseases and injury and to protect the member's right to a safe employment environment. Union members of the committee may be excused from duty for the work of the committee, subject to prior approval of the Fire Chief or his designee.

Section 3. The Union and the Employer agree to make every effort to correct safety hazards or unsafe working conditions identified by the safety committee. It is understood that recommendations of the committee are not subject to the grievance procedure for this Agreement.

Section 4. Within thirty (30) calendar days of the conclusion of the Joint Safety and Health Committee meeting, the Fire Chief shall respond in writing to the Committee, informing the committee of the status or of his decision as it relates to the issues discussed. Both the Fire Chief and Union agree to submit to the other, in writing, at least ten (10) days before a meeting of the Joint Safety and Health Committee, a list of the issues to be discussed.

Section 5. The Joint Safety and Health Committee shall meet during the third week of the first month of each calendar quarter.

ARTICLE 16

SENIORITY

Section 1. Seniority shall mean the status attained by length of continuous service in classification, unless otherwise indicated in specific sections of this Agreement. It shall commence from the date on which the employee becomes a regular employee upon satisfactory completion of one (1) year probationary period, at which time seniority will be computed retroactively, according to the aforementioned provisions.

Section 2. Seniority shall be lost upon the occurrence of any of the following:

- A. Discharge, if not reversed;
- B. Resignation, if not reinstated to the previous position within 90 days;
- C. Unexcused failure to return to work upon the expiration of a formal leave of absence;
- D. Retirement;
- E. Laid off for a period in excess of 30 months.

Section 3. The Employer shall maintain a seniority list which shall contain the date of employment, name and job position.

ARTICLE 17

BULLETIN BOARDS

Section 1. The Employer agrees to furnish and maintain space for a suitable bulletin board directed for Union use and posting notices and Union correspondence at all stations.

Section 2. It is understood there shall be no material posted of a derogatory or inflammatory nature toward anyone, and for political endorsements or denouncements. It shall be the responsibility of the Union to maintain the material they post, to ensure prompt removal of outdated material and further ensure the posting of such material is limited only to the bulletin board. The Fire Chief or his designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of this Article. Prior to removal of material by the Fire Chief or his designee, the Union will be notified of the posting of non-conforming material and request made of the Union to remove such material. Only the Fire Chief or his designee may remove material posted by Employer. It shall be the responsibility of the City to maintain the material they post

and insure the prompt removal of outdated material.

ARTICLE 18

PERSONNEL REDUCTION

Section 1. The employees with the least seniority in the Bartlesville Fire Department shall be laid off first, subject to a thirty (30) day notice to each employee of the Fire Department for the purpose of providing the opportunity for incumbent employees to exercise their pension options.

Section 2. Laid off employees will be placed on a recall list for thirty (30) months from the effective date of the layoff. Before hiring other applicants, those employees who were laid off will be contacted first in order of the employee with the most seniority through the employee with the least seniority, to determine if they wish to return to the employ of the Bartlesville Fire Department. Contact will be made by mailing a notice to the employee and the Union President at the address on file in the Personnel Office. It is the employee's responsibility to keep Personnel informed of his current address and telephone number. Each employee contacted will be given a forty-five (45) day period to notify the employer of his intentions. The forty-five (45) day time frame begins from the date of the mailing of the notice. If the employee fails to notify the employer within this forty-five (45) day period, he will relinquish all recall rights. If the employee does notify the employer of his intention to return to work, but fails to report to work on the agreed upon starting date, he will relinquish all recall rights.

Section 3. Leave time will not accrue during the period of layoff. However, previously accrued sick leave and seniority will be reinstated, if the laid off employee is recalled within thirty (30) months after the layoff. Vacation accrual rates and longevity rates will be the same as before the layoff.

ARTICLE 19

UNION BUSINESS

Section 1. Union Business. The Union is granted up to 336 hours off per calendar year with pay for the purposes of conducting Union business, with prior approval of the Fire Chief. The specific Union member who shall be allowed to take said time off with pay shall be determined by the Union Executive Board. Time off for Union business is intended for the benefit of I.A.F.F. Local 200 and cannot be used to assist any other I.A.F.F. local.

Section 2. Written request for Union business leave shall be forwarded to the Fire Chief at least five (5) days in advance for his approval.

Section 3. A Union member who is permitted to take off work for Union business may

sign the vacation roster if an opening is available, and in such event, the Union member shall not be responsible for providing "stand-in" personnel to be utilized in the event minimum manning requirements fall below the required Fire Department manning schedule. If there is no vacancy on the vacation roster, then the Union member who is granted time off with pay for Union business shall be responsible for "stand-in" personnel to be utilized in the event minimum manning requirements fall below the required Fire Department manning schedule.

Section 4. In the event the Union member is required to provide a "stand-in" under this Article and fails to do so, and an employee is required to be hired back on overtime to meet minimum manning requirements, the Union member shall have the time off deducted from his vacation time at the rate paid to the minimum manning employee hired back by the Employer if vacation time is available, and if not, then the amount the Employer is required to pay to the minimum manning employee shall be deducted from the Union member's pay in the current pay period.

Section 5. Stewards. Members of the bargaining unit shall be represented by one Steward and one alternate on each shift. Alternate Stewards shall serve in the absence of the regular Steward. Stewards may investigate any alleged or actual grievances in their assigned work area and may assist in preparation and presentation of grievances.

The Steward may be allowed reasonable time for the purpose of investigation during the normal work hours without loss of pay.

ARTICLE 20

WORKING OUT OF CLASSIFICATION

Section 1. Any member of the bargaining unit assigned to work in a higher classification for a minimum of one (1) hour shall be compensated at the hourly rate of pay shown for the first and lowest step of the higher classification to which the member is assigned, or 2½ % more, whichever is greater. The amount of compensation due shall be calculated from the time the assignment to the higher classification commenced.

Section 2. Firefighters with less than three (3) years' service and Captains and Drivers while still in their probationary period shall not work out of class. Firefighters, Drivers and Captains that have taken and passed their promotion test for the next hire rank shall be given the first opportunity to work out of class. Opportunity to work out of class shall be based on seniority upon those who have passed their respective promotional test. If there are no members on shift that have passed their promotional test for the next higher rank then the filling of that out of class position will be done by seniority.

Section 3. All hours of working out of classification accumulated by an employee on his regular shift, up to a maximum of 1440 hours, shall be applied to the probationary period

of the next rank upon an employee being promoted. This shall become effective the first pay period after July 1, 1996 and shall be calculated and recorded by payroll year.

ARTICLE 21

PROMOTIONS

Section 1. The Promotion System Review Committee shall be established during the period from July 1, 2022 to June 30, 2023, and shall consist of three (3) members of the Union and the Fire Chief and/or his designee(s). The committee shall meet at mutually convenient times and locations throughout the year.

Section 2. The purpose of the Promotion System Review Committee shall be to develop promotional and selection processes pertaining to each classification within the Bartlesville Fire Department with the exceptions of the Fire Chief and the Deputy Fire Chief. The committee shall consider eligibility for promotions, methods of fair and reasonable testing, selection criteria, experience and seniority required, the role of personnel evaluation and work history, the methods and weight given oral interviews, and any other factor considered relevant to the promotional system. The goal of this process is to develop a system which gives every qualified applicant an equal opportunity for any promotional step and to ensure that the best qualified person is selected.

Section 3. The driving record, while on duty, of each employee who is eligible for the promotional test for a position that requires operation of City vehicles will be reviewed. Applicants will not be considered for the position if an evaluation of their driving record, while on duty, reveals repeated moving violations, chargeable accidents, drug or alcohol related driving offenses, and/or other driving offenses deemed to be related to their ability to safely operate City vehicles.

If the records of the Oklahoma Department of Public Safety reveal that the applicant has committed off-duty driving offenses and accumulated five or more points, under the system operated by the Oklahoma Department of Public Safety, the applicant's driving record will be further reviewed jointly by the Fire Chief, Police Chief and Personnel Director, who will then make the decision whether the applicant will be eligible for promotion. Any such decision shall be subject to the grievance procedures set forth in this Agreement.

Section 4. A promotional test for the rank of equipment operator shall be made available to all firefighters upon completion of their second year of service and before the completion of their third year of service and a minimum of yearly thereafter. Firefighters who successfully complete the test shall be placed on a promotional list by seniority. The most senior person on the list when an equipment operator position becomes available shall be promoted. A promotional test for the rank of captain shall be made available to all equipment operators within six months of promotion and a minimum of yearly

thereafter. Equipment operators who successfully complete the test shall be placed on a promotional list by seniority. The most senior person on the list, when a captain position becomes available, shall be promoted. A promotional test for the rank of Battalion Chief shall be made available to all Captains within six (6) months of promotion and a minimum of yearly thereafter. Captains who successfully complete the test shall be placed on the promotional list starting with the high score after seniority points are added. When a Battalion Chief's position becomes available, the six (6) top scores after bonus points for seniority and test scores have been added will be scheduled for an oral interview and scenario test. After totaling the scores, the selection of the Battalion Chief will be chosen from the top 3 scores by the 5 members of the Testing and Selection Board. All such promotions hereunder shall be subject to the provisions of Article 21, Section 5 hereof. Should a firefighter, equipment operator or Captain fail their respective test, a re-test shall be made available in not less than thirty (30) days nor more than forty-five (45) days. In the event all employees on the promotional list are promoted, a new test will be given within ninety (90) days of the vacancy. The employee's salary increase will be effective as of the date of promotion.

Should an employee be unable or unavailable to take the Equipment Operator, Captain, Battalion Chief, Fire Marshal, Assistant Fire Marshal or Training Officer test on the scheduled testing date, due to extenuating circumstances, the employee will be given an alternate time to

participate. The promotion system review committee shall meet and determine whether or not the extenuating circumstance is valid.

Section 5. Any vacancy that occurs in the Fire Department shall be filled from the promotional list as soon as possible. Upon promotion, the person promoted will receive the pay provided at the bottom step of the new rank to which said person is promoted, or a 2½ % pay increase, whichever is greater. The parties shall meet and confer as to whether or not to fill vacancies before promotional exams are scheduled and/or given. However, the decision as to whether or not to fill the vacancy is solely that of the City.

Section 6.

A. Anything herein to the contrary notwithstanding, any vacancy in the positions of Training Officer or Fire Marshal, whether one or more, shall be filled in the following manner: Upon the determination by the City of a future vacancy in the position of Training Officer or Fire Marshal, and upon determination by the City that said position shall be filled, the Fire Chief shall then post a notice of such vacancy and all members of the Fire Department with 10 or more years of service shall be given twenty (20) calendar days from the date of the posting to sign a roster indicating that they would accept the position of Training Officer or Fire Marshal. The roster shall be kept in the office of the Fire Chief and only the person involved can add his name to the roster or remove his name therefrom. At the end of the twenty (20) calendar

day sign-up period, the eligible members of the Fire Department who have signed the roster will be eligible to participate in the promotion process.

B. The promotional process shall consist of 1, 2, and 3 below, with 1 being administered first, 2 second, and 3 third.

1. The written examination will consist of fire service and management questions. The written exam will be selected by the Fire Chief. The Fire Chief will post a bibliography of the materials that the written test will cover for study purposes. This bibliography will be posted for a minimum of ninety (90) calendar days prior to the posting of the sign-up roster referenced above. To qualify to proceed to the oral review board, a candidate must pass the written exam with a passing grade to be determined by the Fire Chief in advance of testing. Each candidate who passes the written test will be given credit for fifty (50) percent of his attained percentage test score.
2. Applicants who pass the written examination will be scheduled for an oral interview. The Fire Chief will develop the questions for the structured interview. Dimensions to be considered in the interview will be limited to, but may not necessarily include: decisiveness, flexibility, leadership, interpersonal skills, judgment, oral communication skill, impact, stress tolerance, problem analysis, improvement orientation, education/training, experience, and initiative/motivation.

The Oral Interview Board will consist of five members, four of whom will be selected by the Fire Chief. The four members selected by the Fire Chief shall consist of fire service professionals at or above the rank of Battalion Chief, personnel professionals, and/or appropriate community representatives. The fifth board member shall be a fire service professional at or above the rank of Battalion Chief selected by Local 200. Each member of the Interview Board shall independently grade each applicant at the conclusion of the interview. The five scores shall be averaged to arrive at the Interview Board score for each applicant. Each candidate who passes the interview will be given credit for fifty (50) percent of the Interview Board average percentage score.

3. To those scores of members of the Fire Department who have passed both the written test and oral interview, there will be added one (1) point for each year of continuous service with the Bartlesville Fire Department. Seniority shall be computed as of the closing date of the filing period.

C. When the testing process is completed, the Fire Chief will select the Training Officer or Fire Marshal from those members that completed and passed all portions of the test. The Fire Chief may also review the personnel files of the candidates to help make his decision.

Section 7.

The promotional process for Battalion Chief shall consist of 1, 2, and 3 below, with 1 being administered first, 2 second and 3 third.

1. The written examination will consist of fire service and management questions. The written exam will be written by the Fire Chief and/or the Training Officer (T.O.). The Fire Chief will post a bibliography of the materials that the written test will cover for study purposes. This bibliography will be posted for a minimum of ninety (90) calendar days prior to testing. To qualify to proceed to the Testing and Selection Board, a candidate must pass the written exam with a passing score of no less than seventy five percent (75%).

Accumulative Point System:

Seniority counts for 1 point per year of service. Partial years will be 1/12th of a point for each completed month.

Written Exam-75% to pass. The following points will be awarded when the candidate passes the written test.

75%-79%=1pt

80%-84%=2pt

85%-89%=3pt

90%-94%=4pt

95%-100%=5pt

All Captains that have already taken the written test prior to July 1, 2016 will be grandfathered and awarded 2 points. If the Captain chooses to retest to obtain a higher score, the highest score obtained shall be used (but in no case shall he/she receive less than 2 points).

At any point in the promotional process where ties occur and cutoffs for top scores are made, ties shall be broken using the seniority list. For example: If six (6) candidates can advance, candidate 1, 2 and 3 by score will advance and the next 4 candidates are tied, contractually only 3 can advance. The 3 candidates who are the highest on the seniority list will advance.

2. The six (6) top scores after bonus points for seniority and test scores have been added will be scheduled for an oral interview. This process will take place when a position becomes available. The Fire Chief and/or Training Officer (T.O.) will develop the questions for the structured interview. The dimensions to be measured through the interview will be limited to, but may not necessarily include: decisiveness, leadership, interpersonal skills, judgment, oral communication skill, impact, problem analysis, education/training and experience, and initiative/motivation. The Oral Interview Board shall consist of the Fire Chief or his designee, Deputy Chief, City Manager or his designee, and two (2) Union Designated Members, one of which must be a Battalion Chief. Each member of the Oral Interview Board shall independently grade each applicant at the conclusion of the Interview. The oral interview shall have 25 points possible and a scenario of a major incident shall have 25 points possible. One (1) to five (5) points from each board member. The five (5) scores shall be averaged to arrive at the interview board's score for each applicant. To pass the oral interview or the incident scenario, the candidate shall obtain a score of at least 75%.
3. When the testing process is completed, the Fire Chief will calculate a total score for each candidate. The Fire Chief will inform each candidate of his final score. After totaling the scores, the selection of the Battalion Chief will be chosen from the top 3 scores by the 5 members of the Testing and Selection Board.

Any person hereafter promoted to the position of Battalion Chief shall have either at the time of the promotion or within one (1) year thereafter, certification from Oklahoma State University that they have passed and obtained the following certification or equivalent certification accepted by Oklahoma State University Fire Service Training:

Fire Cause Determination and Investigation

Fire Service Instructor - Level I

In addition, persons holding the position of Battalion Chief must satisfactorily complete other training provided by or accepted through Oklahoma State University as determined by the Fire Chief.

(Seminars or other courses may include: hazardous material, inspection, building construction, sprinkler systems rescue [high angle, trench, water, extrication, and confined space] and other basic training recognized by Oklahoma State University.)

Such persons shall not be required to attend more than ten (10) days of such

additional training described in this paragraph per calendar year.

The Fire Chief shall endeavor to make employees aware as far in advance as possible of scheduled training courses and in the event an employee cannot attend a scheduled course without substantial hardship, the Fire Chief may extend the deadlines above set forth to the date of the next available course. One member of the promotion committee from Local 200 may sit in and observe the written exam and the oral interview process.

Section 8.

Attached hereto are the minimum qualifications for Training Officers and job descriptions for Battalion Chiefs and Training Officers. These job descriptions as supplemented by the Training Officers Minimum Qualifications are incorporated herein and shall apply to current and future holders of the Battalion Chief and Training Officer positions.

Section 9. City agrees to provide study books listed as test material thirty (30) days prior to each testing date equal to the number of employees taking the test on a check-out basis. All checked out materials must be checked in prior to the test. Any failure to check in all material previously checked out will make that employee ineligible to take the test.

ARTICLE 22

PROVISIONS

Section 1. Employer shall buy coffee, tea, sugar, salt, pepper, toothpicks, creamer and hot chocolate on a monthly basis. Such purchase of staples shall be within the budget limits as provided in the approved City of Bartlesville budget for appropriate fiscal year, but shall not be less than Five Thousand Dollars (\$5,000) for each year.

ARTICLE 23

LEAVES

Section 1. Members of the bargaining unit shall receive vacation time as follows:

<u>Years of Service</u>	<u>Hours of Vacation Accrued per Year</u>
1 - 4	120
5 - 11	192
12 - 19	264
20 or more years	336

Section 2. Employees shall receive an additional 168 hours per year of vacation in lieu of holidays starting January 1, 2019. These hours shall be picked in twenty-four (24) hour increments and shall be picked on the basis of continuous years of service with the Department.

Section 3. Vacation time is chosen by continuous years of service with the Department on five (5) separate rosters beginning with the 120 hour roster first, then each additional 72 hour roster in turn, ending with the 168 hour roster in lieu of holidays. The first 120 hour roster shall be picked on five consecutive shifts. All other vacation time may be picked on consecutive shifts or separately. Vacations will be scheduled by the calendar year. The Battalion Chief shall enter the date, time and his initials when the member was notified while on duty to pick his vacation. Once a member has been duly notified by the Battalion Chief, no one shall take more than 72 consecutive hours to choose his/her vacation. Failure to pick within the time period shall result in the individual being bypassed until such time as that individual makes his/her selection. Each roster shall be dated and the time noted as it is filled out. No more than four (4) fire fighters may be scheduled off per 24 hour shift for vacation or holidays except a maximum of five (5) fire fighters may be allowed to take a full shift or partial shift of not less than 4 hours as long as the additional person taking off does not result in a hire back situation and must be applied for between 07:00 and 07:30 of the day involved. If someone has requested a full shift of vacation, it will have first consideration. Partial shift vacations shall not be allowed if the partial shift vacation causes overtime regardless of the number of fire fighters scheduled for vacation. When an employee is placed on administrative leave for purposes of schooling or training and it is anticipated that the person will be on said administrative leave for a period in excess of 10 days, then their name shall not be counted on the vacation and holiday roster for purposing of determining how many additional firefighters may take off on those days.

Members of the Bargaining Unit who are normally scheduled to work a 40 hour work week shall receive vacation and holiday pay at the same rate as civilian city employees receive.

Section 4. Sick leave for Fire Department shift employees shall accumulate at the rate of twelve (12) hours per month, with no limit on accumulation. Employees on a forty (40) hour work week shall accumulate sick leave at the rate of one (1) eight (8) hour day per month. Accrued sick leave can be used for an employee's personal illness, for an employee's medical or dental appointments, or for family leave purposes beyond the annual amount available as described in the next paragraph. Employees must use all available paid leave (sick leave and vacation) before the employee would be eligible for a leave without pay for sick leave purposes. If an employee prefers to take a leave without pay rather than use paid leave time, such request will be reviewed on a case by case basis by the Fire Chief.

Section 5. Fire Department shift employees may be granted up to 72 hours off without loss of pay per year for family leave. Employees on a forty (40) hour work week may be

granted up to 32 hours off for family leave per year. When approved by the Fire Chief, family leave may be used for family members residing with the employee when the circumstances require the personal care and attention of the employee or when a serious illness affects family members outside the employee's residence, or for other situations which are deemed appropriate. A request to use family leave must be given to the Battalion Chief or Captain in case of a Battalion Chief's absence. Such leave will be charged against available family leave hours that are established at the beginning of each calendar year for each employee. If extenuating circumstances exist, the Fire Chief may approve family leave in excess of the maximum stated above which will be charged in the following order: An employee's sick leave accumulation, vacation, and leave without pay.

Section 6. The Fire Chief may require a treating health care provider's written statement at any time the Fire Chief has reason to believe that personal sick leave or family leave is being abused. In such event, the Fire Chief shall put his reasons in writing and shall

deliver a copy to the person involved and the Union President. The Fire Chief shall require a written statement from the treating health care provider before approving sick leave with pay of more than forty-eight (48) consecutive hours per occurrence.

Section 7. Full-time or part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible for extended sick leave or family leave as stipulated in the following paragraphs. Each leave request will be evaluated on an individual basis. The City of Bartlesville will comply with all provisions contained in the Family and Medical Leave Act requiring an employer to provide up to twelve (12) weeks of unpaid leave for particular circumstances in each twelve (12) month period. In this regard, the twelve (12) month period referenced in the Act to be used by the City of Bartlesville will be a rolling 12 month period. Employees will be required to substitute appropriate paid leave that is available for unpaid leave time, unless an exception is granted as described in Section 4 above. Where a definition of a term is required, the definition in the Family and Medical Leave Act and the related regulations shall be used. Where this Labor Agreement provides greater benefits for employees, these provisions will supersede those contained in the Family and Medical Leave Act.

- A. Extended sick leave or family leave may be granted when an employee is unable to work due to a serious health condition, extended illness, off-the-job injury or other temporary disability; for the birth of an employee's child and to care for the newborn; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child or parent) with a serious health condition; or for other situations which are deemed appropriate. If such leave is approved, employees must use all available paid leave such as sick leave, family leave (whichever is appropriate for the particular situation), vacation

and holidays for extended leave purposes before a leave without pay will be granted, unless an exception is granted as described in Section 4 above.

- B. Extended sick leave or family leave shall not constitute a break in service, but paid leave time will not accrue while on leave without pay.
- C. A written statement from the treating health care provider or other appropriate source may be required by the Fire Chief in support of the initial request for extended sick leave or family leave and as a condition of an employee's continued leave eligibility. A written statement from the treating health care provider releasing an employee to return to work after extended sick leave will be required.
- D. In maternity cases, the expectant mother must provide a written statement from the health care provider indicating the expected delivery date, when her leave is anticipated to begin and her expected return to work date.

It is anticipated that an expectant father will request to take some time off for the birth of his child. This would be an acceptable use of family leave. Requests for time off beyond the annual maximum available per calendar year stated in Section 5 above for family leave purposes that could be charged to the father's available personal sick leave must be accompanied by a written statement from the treating health care provider stating that he is needed to care for his wife and/or child. If such a written statement is not obtained from the treating health care provider, the father may request to use vacation, holiday, or leave without pay in accordance with the applicable provisions in this Labor Agreement or department policies.

A husband and wife who are both employed by the City of Bartlesville will only be permitted to take a maximum of a combined total of twelve (12) weeks of

leave for the birth of a child, regardless of whether the time taken off is charged to any available paid leave time or leave without pay.

- E. An employee who has requested or who is on extended sick leave due to a serious health condition of his own may be required to be examined by a physician designated by the City of Bartlesville, at the City's expense.

The Fire Chief may require an employee on extended sick leave or family leave to report periodically on the employee's status and intent to return to work.

- F. When an extended sick leave or family leave is granted, the duties of the

employee's position will be covered by following the out of classification provisions contained in this Labor Agreement. On return from extended sick leave or family leave, an employee is entitled to be returned to the same position held when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

- G. Any employee who performs work for another employer while on extended sick leave or family leave shall be subject to dismissal. In most cases, this provision also applies to employees who are self-employed and/or perform work in their homes. Exceptions must be reviewed and approved by the Fire Chief and the City Manager.

Section 8. Fire Department shift employees may be granted up to forty-eight (48) hours off for funeral leave per occurrence. Employees on a forty (40) hour work week may be granted up to twenty-four (24) hours off for funeral leave per occurrence. Such leave shall be allowed for an employee to attend the funeral of, make funeral arrangements for or perform other related activities involving an immediate family member, defined as spouse, children, parents, grandparents, grandchildren, brother and sister (all to include step, half, and foster relationships). Funeral leave may also be used by an employee for situations involving his or her spouse's immediate family members as defined above. Such leave must be approved by the Fire Chief and is not charged against any leave accumulation. Funeral leave can be taken in half hour increments. An employee may request to use vacation leave to attend other funerals.

Section 9. Employees who have used not more than thirty (30) hours of personal sick leave during an anniversary year will be entitled to a \$250.00 bonus. Employees who have used not more than sixty (60) hours of personal sick leave during an anniversary year will be entitled to a \$125.00 bonus. The bonus amount will be included in the eligible employee's first paycheck following their anniversary date.

Section 10. An employee who leaves the City employ for any reason other than retirement shall not be compensated for any accumulated sick leave. Upon direct retirement from the City of Bartlesville, an employee will receive compensation for 10% of his/her accumulated sick leave hours up to a maximum of 2880 hours ($2880 \times 10\% = 288$) at the employee's current rate of pay. Provided, however, before an employee qualifies for the above benefit, said employee must have a minimum of 876 hours of accumulated sick leave at the time of retirement.

Section 11. Shift employees are authorized to carry over to the next calendar year up to one years accrued vacation time as shown below. Such carryover vacation shall be picked after the normal vacation rosters are completed. Such carryover vacation may be one of the four (4) employees who are allowed off or may be the fifth employee allowed

off as long as such does not result in a hire back situation. Employees on a 40-hour work week may carryover vacation as outlined in the City of Bartlesville Personnel Rules and Regulations Document as of July 1, 2018.

Years of Service	Carryover Amounts
0-4 Years	120 Hours or Five (5) Shifts
5-11 Years	192 Hours or Eight (8) Shifts
12-19 Years	262 Hours or 11 Shifts
20 or more Years	336 Hours or 14 Shifts

Section 12. Veterans shall receive 24 hours of military leave each year. To be eligible for the military leave, the veteran must furnish to the payroll clerk a copy of their DD214. This military leave for veterans shall not be picked over any vacation that is outlined in the Contract.

ARTICLE 24

UNIFORMS

Section 1. A uniform allowance of Seven Hundred Seventy-Five Dollars (\$775.00) shall be provided by the Employer for each of the fiscal years covered by this Agreement to all uniformed Fire Department personnel, including newly hired uniformed Fire Department personnel, for purchasing and maintenance of shirts, pants, socks, shoes, belts, coat badges, insignia and jackets. All personal safety equipment such as helmets, protective hoods, bunk-out coats, bunk-out pants, suspenders, leather bunk-out boots, leather gloves, wild land firefighting suits and EMS gloves are provided by the Employer. In this connection, it is agreed that all members of the bargaining unit shall purchase uniforms conforming to the dress code that has been agreed to by both parties.

Section 2. Clothing allowance checks shall be issued no later than twenty-five (25) days after the start of the fiscal year. Provided however, if an agreement is not approved by both parties by July 1, then the checks will be issued within twenty-five (25) days of the approval of the new agreement by all parties.

Section 3. The \$775.00 payment set forth in Section 1 accrues at the rate of \$64.58 per month. In the event the employment of an employee ceases during the contract term, said employee shall only be entitled to a pro-rata share of said \$775.00. If the employee has received the full \$775.00 prior to ceasing employment, he must return to Employer the pro-rata share and Employer is authorized to withhold said pro-rata share from said employee's last paycheck. Provided further, said pro-rata of the \$775.00 sum

shall not be invoked in the event of a retirement due to disability.

ARTICLE 25

INSURANCE

Section 1. Purpose. It is the responsibility of the Union to provide group health and life insurance benefits to all eligible members of the Bartlesville Fire Department. For purposes of Article 25 only, "all eligible members of the Bartlesville Fire Department" is interpreted to include all members of the Fire Department including probationary employees, but excluding the Deputy Chief and Chief. It is further understood that any eligible member of the Fire Department who does not enroll in the Union Insurance plan upon becoming eligible, or any member who drops the Union insurance and wishes to re-enroll at a later date, shall be subject to the requirements of the providers of the Union's insurance plan. It is further understood and agreed that although the Union is required to provide group health and life insurance benefits hereunder, that Union does not represent any probationary employees, the Fire Chief, or his designated representative.

Section 2. Employer Contributions to Insurance Fund. The City agrees to contribute to the Union Insurance Fund on a monthly basis for each employee covered by the Union Insurance Fund. Employees have the ability to elect or decline coverage and to select different coverage\tiers for dental and medical coverage. The City contribution will be based on the actual coverage elected. The following contributions were effective from January 1, 2024, thru December 31, 2024.

	Medical	Dental
Employee Only	\$620.64	\$23.41
Employee & Spouse	\$978.01	\$33.51
Employee & Child	\$809.70	\$38.88
Family	\$1,437.35	\$64.77

New rates will be established effective January 1, 2025, and the contributions by the City will be adjusted to reflect the new rates. The new rates will be calculated in the same manner as the existing rates and will be set forth in a Memorandum of Understanding. If the Employer cancels its medical insurance program for general City employees during the term of this Agreement, Employer agrees to continue paying to the Union Insurance Fund the same amounts it was paying prior to the cancellation.

Section 3. Liability for Benefits. It is distinctly understood and agreed that the City's only obligation is to pay the cost of the group insurance as described in Section 2 and in all matters with respect to coverage, payments or benefits and the amount thereof, shall be reserved to the Union and the insurance provider as to control and policies.

Section 4. Default of Employer Contributions. The Union shall have the right to submit to binding arbitration by giving the City written notice of its intentions to do so not less than forty-eight (48) hours in advance if the City shall fail to make payment of the contribution due to the Fund for any month on or before the tenth (10th) day of the calendar month for which such contribution shall be payable. Provided, that no such action shall be taken by the Union unless and until the Insurance Committee and/or

Executive Board of the Union shall have certification in writing to the City that the City has so failed to pay such contribution.

Section 5. Selection of Insurance Provider. The selection of the insurance provider shall rest solely with the Union. Union agrees that any policy they provide will meet the following requirements: The Union Insurance plan must provide timely information needed for City and governmental reporting requirements; affirm that the plan being provided is offered to all full-time employees and their dependents, and that the coverage is "affordable" and provides "minimum value" in accordance with the Affordable Care Act ("ACA"). The City and the IAFF commit to make adjustments to the insurance in accordance with the IRS and the ACA insuring that any new regulations and/or guidance from the IRS are followed by both parties.

Section 6. Indemnification. The Union further agrees to indemnify the City against all liabilities in connection with the administration of the group insurance program provided by the Union. Provided, that this section shall not impose any obligation on the Union to indemnify the City against willful misconduct or negligent acts or omissions of the City , its agents or its employees.

Section 7. Employee Authorization. The Union Insurance Committee shall provide to the City, individual group enrollment cards to be supplied by the group insurance carrier. The execution by the eligible individual Fire Department employees shall demonstrate an election by said employees to be covered under the Union's plan.

Section 8. Monthly Statement. The Union Insurance Committee agrees to provide a copy of the monthly billing statement from its insurance provider on a monthly basis.

Section 9. Short Term Disability. City agrees to cooperate with Union in making available short term disability insurance. If Union elects to use the same insurance provider as the

City, the appropriate premium amount will be withheld from employee payroll checks and remitted to the insurance provider. If Union chooses a different insurance provider, then the appropriate amounts will be deducted from payroll checks and remitted to Union.

ARTICLE 26

PAYROLL DEDUCTIONS

Section 1. The Employer agrees to deduct regular Union dues from earned wages of those employees who are in the Union. The deduction shall be made once each pay period from each interested employee's paycheck in an amount certified to be current by the Treasurer of the Union. A check for the total deductions will be picked up by the Treasurer or President of the Union and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deduction of Union dues shall individually sign an authorization card, provided by the Union and approved by the Employer, authorizing the stated monthly dues deduction be made. The payroll deduction shall be revocable by the employee notifying the Employer in writing. The Union shall be notified of any revocation. The amount of dues deduction will not change more than one time during this contract year.

Section 2. The Employer will deduct only Union dues from the employee's paycheck and will not deduct initiation fees, special assessments, fines or any other deductions except for dues. In the event of an increase or decrease in Union dues, Union will give Employer thirty (30) days notice in order to allow Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

Section 3. The Employer will provide the Union Treasurer with a detailed report showing individual employee's name and deduction amount at time of payment.

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Union. The Employer shall not be responsible for errors. In the case an error or improper deduction is made by the Employer, a proper adjustment of the same will be made by the Union with the employee affected.

Section 5. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of payroll deductions of Union dues.

Section 6. The Employer agrees to provide payroll deductions for Union members who wish to voluntarily contribute to a separate Union's savings account. A check for the total deductions will be picked up by the Treasurer or President of the Union and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deductions for the Union's savings account shall individually sign an authorization form, provided by the Union and approved by the Employer, authorizing the stated deductions to be made once a month. The payroll deductions shall be revocable at any time by the employee notifying the Employer in writing. The Union shall be notified of any revocation.

ARTICLE 27

REGULAR AND SPECIAL MEETINGS

Section 1. The Union will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Fire Chief or his designee prior to said meetings.

Section 2. It is understood that the Union and the Employer will cooperate in this Agreement and excessive requests will not be made by the Union and permission to hold meetings shall not be unreasonably denied by the Employer so long as meetings do not impede or interfere with normal operations of the Fire Department.

ARTICLE 28

WAGES AND LONGEVITY PAY

Section 1. All employees covered by this Agreement shall receive the wages as shown on the attached Appendix A for fiscal year 2024-2025, effective July 1, 2024.

Section 2. Employees who are not yet at the maximum of their salary grade and who received an overall satisfactory rating on their evaluation, as set forth in Article 29 hereof, shall receive a step increase as hereinafter set forth. A Personnel Action Form initiating a 2.5% step increase effective as of the established review date shall be attached to the Performance Evaluation and forwarded to the Personnel Office two weeks prior to the established review date. Provided however, in no event shall the wages of an employee exceed the maximum hourly rate for their classification, as shown in Appendix A. The parties agree that the 2.5% step increase will be granted in all future contracts where the City Council appropriates the funds to satisfy said agreement.

Section 3. Longevity Pay. Effective July 1, 2024, each employee covered by the terms

of this Agreement shall receive monthly longevity pay as shown on the attached Appendix B. Longevity pay shall commence upon completion of the employee's fifth year of service with the City.

ARTICLE 29

EMPLOYEE PERFORMANCE EVALUATIONS

Section 1. The purpose of employee performance evaluations is to ensure that employees meet and maintain acceptable levels of competence in completing assigned tasks and to determine eligibility for merit increases. A properly prepared evaluation should provide those completing the evaluation form(s) and the employee an opportunity to discuss the employee's performance. Areas of strength as well as areas where improvement may be needed by the employee should be identified and discussed. Information on the evaluation form(s) is considered confidential.

Section 2. Performance evaluation form(s) shall be completed by two levels (e.g. Captain and Battalion Chief prepare evaluations on each Fire Fighter and Equipment Operator; Battalion Chief and Training Officer prepare evaluations on each Captain; Deputy Fire Chief and the Training Officer prepare evaluations on each Battalion Chief). The Fire Chief and Deputy Fire Chief shall prepare evaluations on the Training Officer. The Fire Chief or Deputy Fire Chief may be involved in each performance evaluation.

Section 3. Employees will be evaluated at the end of their probationary period and annually thereafter. The supervisor will notify an employee of the scheduled date for his performance evaluation. At the scheduled time, the contents of the evaluation form will be reviewed with the employee by the individuals who completed the evaluation form(s). The employee should be given an opportunity to complete the "Employee's Comments" section of the form prior to signing it as an acknowledgment that the completed evaluation has been discussed with him. After the individuals conducting the evaluation and the Fire Chief have signed the form, a copy should be given to the employee.

Section 4. If an employee receives less than a satisfactory review, he/she will be re-evaluated in three months.

If the re-evaluation reflects sufficient improvement in performance, the employee shall be determined to have had a satisfactory evaluation effective as of the revised review date. This revised review date will become the established review date for the following year.

If the re-evaluation does not reflect improvement in the employee's performance, appropriate disciplinary action may be necessary.

Section 6. The standard Bartlesville Fire Department evaluation form(s) will be used for this purpose except summary focus and goals and objectives will be added to Battalion Chief and Training Officer forms. Training on proper preparation for and conducting of performance evaluations will be provided to all Fire Department members who will be involved in the performance evaluation process.

ARTICLE 30

MANAGEMENT - UNION COMMITTEE

Section 1. The Management-Union Committee shall be comprised of the Fire Chief and one (1) management designee, and the Union President and one (1) Union designee. The Committee shall meet no less than quarterly nor more than monthly at a mutually agreeable time, unless an alternate frequency is agreed to by both parties. The Committee shall meet at a time mutually agreeable to both parties, but meetings may be called by either party.

Section 2. The purpose of the Committee shall be to encourage and facilitate communication between the parties and to discuss matters of mutual concern including, but not limited to, pending and potential grievances; proceedings for avoiding future grievances; review and recommendations of rules and regulations or Management Procedures; programs for improved efficiency, effectiveness and productivity; and other issues which would improve the relationship between the parties.

Section 3. Meetings will be held during regular working hours without loss of pay.

ARTICLE 31

JOB ASSIGNMENTS

Section 1. The Employer shall not require members of the bargaining unit to perform any major maintenance or repairs on any equipment, vehicles or structures owned or leased by the City of Bartlesville, Oklahoma, that is not normal to their job classification, with the exception of possible emergencies that would require such work for the safety of the Community.

Section 2. Any employee released for light duty who was injured on the job shall work his normal 24 hour shift. Firefighters will report to the administrative office each morning for duty assignments for duty from 8:00 a.m. to 5:00 p.m. After 5:00 p.m., the firefighters shall work the balance of the shift at their assigned station or at Central at the direction of the Battalion Chief. In cases where the firefighter works a weekend or holiday shift, the

firefighters shall report directly to Central Fire Station and work on assignments as directed by the Battalion Chief or administration unless their restrictions do not allow for stairs and the Battalion Chief shall assign them accordingly.

If an employee is injured off duty and the employee asks to work light duty, the administration has the right to approve or deny the request setting terms and hours. Administration has the ability to require a change to the normal 24 hour shift schedule. In those cases the firefighter will have the ability to take leave time instead of working light duty at their option. Upon authorization by administration and agreement by the firefighter, the employee will report to the administrative office each shift for their job assignments unless directed otherwise. In those cases where a change of schedule is not required, after the employee has completed their duties for the day or after 5:00 p.m., they will report to the Battalion Chief for reassignment as safety officer for the remainder of the shift. On weekends, the employee will report to the Battalion Chief.

Section 3. When an employee on light duty hires someone to work for them, the replacement employee does not get to be on light duty.

Section 4. When a firefighter is on restricted/light duty or unable to work at all, the firefighter shall not work at another job without informing the Fire Chief or the Deputy Fire Chief and the other job must be within the restrictions determined by the authorized treating physician.

ARTICLE 32

SUBSTANCE ABUSE POLICY

The Substance Abuse Policy in effect as of July 1, of each year covered by this Agreement is incorporated as a part of this agreement.

ARTICLE 33

PREPARATION AND DISTRIBUTION OF CONTRACT

Section 1. The City agrees to prepare and deliver to the Local, four (4) copies of the Labor Agreement upon approval by all parties.

ARTICLE 34

MISCELLANEOUS

Section 1. If a member is hurt while helping in an emergency situation within the City

limits of Bartlesville when he is normally off duty, he will be considered on the job as far as on duty injury leave or worker's compensation is concerned.

Section 2. In connection with a newly appointed Deputy Chief or Training Officer, it is agreed that if the new Deputy Chief or Training Officer has less than twenty (20) years of service at the time of appointment, whether in the bargaining unit or not, and the Employer determines that he is unable to satisfactorily perform the job within the one (1) year probationary period, he will be returned to the rank from which his replacement is taken, or his former rank, whichever is lower. Such a demotion is not subject to any grievance procedure. Furthermore, should any member of the bargaining unit choose to return to his former rank at any time after a promotion, the Employer shall allow the employee to return to the rank from which his replacement is taken, or his former rank, whichever is lower.

Section 3. In the event the Chief determines that any member has been involved in or witnessed a traumatic event in connection with his duties, the Chief shall advise such member as to the availability of counseling through the Employee Assistance Program. In the event such member desires not to seek counseling through the Employee Assistance Program, then the member shall sign a statement and deliver the same to the Chief advising the Chief that said member has been advised of the counseling services available but has determined not to take advantage of said services at this time. The signing of such a statement by the member shall not preclude the member from taking advantage of such counseling services at a later time in the event the member so decides.

Section 4. Members of the bargaining unit will be required to participate in an organized meal program while on duty. However, if any employee is on a special diet, he will not be required to participate for the time period he is on the special diet. The amount to be contributed for meals will be determined by the members of each duty station on each shift, however, the amount shall not be less than Fifteen Dollars (\$15.00) per shift per member. This section is not subject to the grievance procedure of this Agreement. Further it is agreed that this section of the Agreement will be enforced solely by the bargaining unit.

Section 5. Members of the bargaining unit shall be governed by the same travel policy that governs travel by other non-union City employees. City may make subsequent changes to the travel policy and such changes shall be binding on City and Union.

Section 6. At such time as the City makes a decision to deny injury leave to an employee covered by this Agreement, the City will send a letter to the employee's address on file in the personnel office so notifying said member. A copy of the letter will also be sent to the President of Local 200.

Section 7. Each member represented by Union who is defibrillator certified shall receive additional compensation of \$.04 per hour.

Section 8. The employer shall allow members represented by the bargaining unit to use city public facilities at the same rate paid by other city employees. This includes but is not limited to public city-owned and operated swimming pools, golf courses, etcetera.

Section 9. Firefighters shall receive an educational incentive based on degree type. Those degrees which are deemed to be of significant value to the fire service such as Fire Safety, Fire Science, Emergency Management, Fire and Emergency Services, Public Safety Administration, Leadership, IT & Business shall be compensated at the following rates:

Master's Degree (or equivalent from a trade school) \$.37 per hour
Bachelor's Degree (or equivalent from a trade school) \$.31 per hour
Associates Degree (or equivalent from a trade school) \$.16 per hour
60+ hours of college (or equivalent from a trade school) \$.10 per hour (following the degree plan for an above named degree)

The City Manager can approve payment at the higher rate for degrees which are not listed above but believed to be of significant value to the firefighter profession. Such decisions shall be considered a management right and shall not be subject to grievance procedures.

Those degrees that are not deemed of significant value shall be compensated monthly at the following rates:

Master's Degree (or equivalent from a trade school) \$.18 per hour
Bachelor's Degree (or equivalent from a trade school) \$.18 per hour
Associates Degree (or equivalent from a trade school) \$.08 per hour

Firefighters employed in the fire department effective 06/30/14 shall be deemed grandfathered and shall be paid at the higher rate, regardless of degree type.

Section 10. Any member of the bargaining unit that is a nationally registered basic EMT, intermediate, or a paramedic shall receive \$.02 per hour for basic EMT, \$.04 per hour for intermediate and \$.06 per hour for a paramedic. The above amounts are not cumulative and an employee shall only receive the payment for the level obtained as specified above.

Section 11. Any member of the bargaining unit who is duly certified by CLEET shall receive additional compensation of \$10.00 per month. Provided however, this payment is limited to a total of the four (4) most senior employees CLEET certified.

ARTICLE 35

REPLACEMENT OF PERSONAL PROPERTY

Section 1. It is the City's intention to repair or replace items of personal property if they become damaged or destroyed while the employee is performing his duties if the damage is not due to the employee's negligence. It is anticipated that a typical request could be replacement of prescription eyeglasses, dentures, etc. that are destroyed while an employee is fighting a fire. Each situation will be evaluated on a case-by-case basis. It should be noted that watches up to a value of \$50.00 will be covered under this Article. It should be further noted that watches to the extent they exceed the value of \$50.00, jewelry, wallets, and items inside a wallet, will not be covered under this Article.

ARTICLE 36

OKLAHOMA STATE FIREFIGHTERS ASSOCIATION

Section 1. The City agrees to furnish a city vehicle, Pike Pass and gasoline credit card for the use of the duly elected delegates to the annual convention of the Oklahoma State Firefighters Association. Members of the bargaining unit who are elected as delegates, up to a maximum of four, will receive time off with pay. In addition, the City will pay the registration fee and hotel room expense for two duly elected delegates. If the bargaining unit sends more than two delegates to the annual convention, it will be responsible for the registration fee and hotel room expenses for both of said delegates.

ARTICLE 37

EDUCATIONAL ASSISTANCE

Section 1. City agrees to provide to Union the same educational assistance programs as it provides to other City employees not represented by Union. Union agrees to follow and abide by the procedure for filing budget requests for educational reimbursement forms and the reimbursement request forms.

ARTICLE 38

CATASTROPHIC TIME SHARING

Section 1. In instances where an employee finds themselves in need of additional time off due to their vacation, comp time, sick leave and family sick leave being insufficient to cover a debilitating or life-threatening situation or family emergency, this policy allows employees to share their time off with fellow employees in need.

Section 2. In order to be considered for catastrophic leave sharing, an employee must make a request for the time either in writing, an e-mail, or via a phone call to Human Services (HR). Once the need is brought to the attention of the City, a committee will be formed within three (3) days composed of the HR Director or their designee, the Fire Chief or his designee, and the Local 200 President or his designee.

Section 3. Once approved by the committee, a notice shall be e-mailed to all City employees and a notice placed on all Union and City Bulletin Boards advising employees of the employee in need. A brief summary of the situation, as approved by the employee, and the applicable restrictions will be included in the notices. Each employee will make their own decision to assist or not. Once enough time has been donated, additional donations will be rejected.

Section 4. The requesting employee will be required to use all but 48 hours available time off prior to receiving and using any donated time. No employee may donate all their time and deplete their accrued vacation and sick time leave banks. Employees will retain a minimum of 40 hours vacation and 240 hours sick time in their leave banks. Employees may contribute to several requests but no employee shall be allowed to share more than five (5) days of sick time, the five (5) days of comp time or vacation time in a fiscal year for catastrophic leave.

Section 5. Any employee receiving share time must use the time within the time limit specified by the Committee, for its donated purpose, and it may not be carried over.

Section 6. Unethical use of catastrophic share time (time requested, received and/or used under false pretenses) shall be subject to discipline and just cause up to and including termination. The minimum discipline imposed shall be a two (2) work day suspension without pay plus repayment of donated time in the order it was received.

ARTICLE 39

SAVINGS CLAUSE

Section 1. If a provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3. Any appendices to this Agreement shall become a part of this Agreement as if specifically set forth herein.

Section 4. All time limits set forth in this Labor Agreement may be extended by the written consent of both parties, but if not so extended, shall be strictly observed.

THIS AGREEMENT is executed this _____ Day of _____, 2024, by the City of Bartlesville and on the 31st day of July, 2024, by the Union, but shall become effective as of July 1, 2024.

CITY OF BARTLESVILLE, OKLAHOMA
A Municipal Corporation

BY: _____
MAYOR

BARTLESVILLE FIRE FIGHTERS,
LOCAL 200, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: 
PRESIDENT

APPENDIX A

FIRE DEPARTMENT PAY SCALE

APPENDIX A

	1	2	3	4	5	6	7	8	9	10	11	12	13
Firefighter	\$17.59	\$18.03	\$18.48	\$18.94	\$19.42	\$19.90	\$20.40	\$20.91	\$21.43	\$21.97	\$22.52	\$23.08	\$23.66
Equipment Operator	\$24.25	\$24.85	\$25.48	\$26.11	\$26.77	\$27.43	\$28.12	\$28.82					
Captain	\$29.54	\$30.28	\$31.04	\$31.82	\$32.61	\$33.43							
Battalion Chief	\$34.59	\$35.45	\$36.34	\$37.25	\$38.18								
Training Officer	\$42.50	\$43.56	\$44.65	\$45.77	\$46.91	\$48.08	\$49.29	\$50.52	\$51.78				
Fire Marshal	\$44.65	\$45.77	\$46.91	\$48.08	\$49.29	\$50.52	\$51.78	\$53.07	\$54.40				
(40 HR WORK WEEKS)													

APPENDIX B

LONGEVITY SCHEDULE FISCAL YEAR 2024-2025

<u>Years of Service</u>	<u>Hourly Longevity Pay</u>
5	\$.26
6	.26
7	.26
8	.26
9	.26
10	.52
11	.52
12	.52
13	.52
14	.52
15	.86
16	.86
17	.86
18	.86
19	.86
20	1.20
21	1.20
22	1.20
23	1.20
24	1.20
25	1.20
26	1.20
27	1.20
28	1.20
29	1.20
30	1.55
31	1.55
32	1.55
33	1.55
34	1.55
35	1.55
36	1.55

APPENDIX C

TRAINING OFFICER

JOB SUMMARY

Under the supervision of the Fire Chief, designs, develops, coordinates and supervises the Fire Department's training program, and manages the records kept on training performed by all department personnel. This job description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

RESPONSIBILITIES AND DUTIES

Under direction of the Fire Chief, has immediate supervision of and responsibility for the efficient operation of the department's Training Division. Designs and develops training programs to meet the needs of Fire Department. Plans and coordinates an ongoing training program for Fire Department personnel and oversees the maintenance of training records for all departmental personnel including furnishing the subject matter and schedule for the training sessions on an annual basis. Keeps a permanent record of all activities in the Training Division. Conducts and/or supervises a coordinated training program of class room instruction and outside drills throughout the year, designed to meet department goals including but not limited to, at least 20 hours of training per month per member. Schedules and/or conducts classroom training related to fire protection, fire prevention practices, emergency response, new response methods, emergency medical skills, rescue, use of equipment, officer development, and other material covered in IFSTA and other approved training manuals and materials. Ensures that officers and members are instructed in the most approved and up to date methods of firefighting, EMS and other emergency response techniques. In cooperation with the Fire Marshal, ensures that all officers and members are instructed in the most approved and up to date techniques of inspecting facilities, arson detection, and related city codes. Shall be responsible for supervising the work of department personnel assigned as instructors or assistants. Shall be responsible for the operation training equipment, fire service library, buildings, training aids and other facilities. Designs, develops and oversees as an integral part of the training program, a comprehensive program for pre-incident plans of all commercial properties in the City. Responsible for coordinating and conducting entry level testing and assists in promotional examinations when required. Responsible for training of all new firefighters in order to pass the Fire Fighter I examination, First Responder and other first year employment requirements including drills, classroom instruction and testing. Functions as a Safety Officer on fires or other emergencies and may be called upon to supervise personnel at such incidents. Assumes command functions at emergency incidents when so ordered by the Incident Commander, Fire Chief or Assistant Fire Chief. Coordinates with the Fire Chief and Assistant Fire Chief in the preparation of the Training Division budget, assist in budget implementation, as well as the Department's annual budget process. Assists in the establishment and enforcement of safety policies and procedures. Ensures that general policies are reviewed by all members as required through the Department's training program, Responsible for keeping up with advances in firefighting, other emergency response skills, fire prevention practices, and the training actions of other departments, local, state and federal agencies in order to improve the training program for

the department. Maintains continuous relations with other training organizations, fire service groups and departments as required. Coordinate fire suppression, fire evacuation and CPR training with other City departments and divisions. Oversees the scheduling and monthly inspections of fire extinguishing in City buildings. Annually, or more often as appropriate, shall furnish the Fire Chief with a report on the performance of each company in group training sessions as well as individual training results. Performs administrative duties for the Fire Chief or Assistant Fire Chief including special projects and reports. Submits long term (5 year) and short term (1 year) goals to the Fire Chief by the first of every calendar year. Responsible for such other functions as are assigned by the Fire Chief or Assistant Fire Chief and performs other duties as required. In the event that the administrative duties become more time consuming so that the Training Officer is unable to fulfill his actual training obligations, this job description will be changed to eliminate some administrative duties.

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience: Associate's Degree or equivalent from an accredited two-year college or technical school; and at least 10 years of progressively responsible experience; or any combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job. **Licenses and Certifications:** Valid state driver's license; Certified Fire Fighter I and II; Certified Fire Officer I and II; Certified First Responder; Certified Fire Service Instructor I and II. FF II, OF I and II as well as FSI I desirable, but not required at this time. **Knowledge of:** Principles and practices of modern fire suppression strategies, tactics and procedures. Principles and practices of rescue, emergency medical service, hazardous materials spill, and release mitigation, water rescue, high-angle rescue, confined space rescue, trench rescue and vehicle extrication. Principles and practices of modern management. Operation and maintenance of a variety of fire suppression equipment and apparatus. Department organization, policies, procedures, rules and regulations. Standard business mathematics, including basic algebra. Correct English usage involving spelling, grammar, punctuation and vocabulary. Record keeping, report preparation, filing methods and records management techniques. Principles and practices of fire safety and inspection including codes which pertain to fire prevention and to the construction of and occupancy of buildings as well as methods of eliminating hazardous conditions. Applicable state, federal and local ordinances, laws, rules and regulations. Administration of staff and activities, either directly or through subordinate supervision. Administrative principles and practices, including goal setting and implementation. **Skill in:** Course preparation and delivery of training material utilizing prepared course outlines or preparing such outlines from scratch. Using tact, discretion, initiative and independent judgment within established guidelines. Using a PC and software programs such as Word, Excel, Power Point and Groupwise. Communicating clearly and effectively: preparing clear and concise reports, correspondence and other written materials. Analyzing and resolving administrative situations and problems. Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction. Assigning and reviewing the work of staff personnel. Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols.

Mental and Physical Abilities: Ability to analyze situations and to take effective courses of action. Ability to direct effectively the rescue, emergency medical service, firefighting operations, or other types of hazardous situations, with personnel and equipment under adverse conditions. Ability to read and interpret documents such as safety rules, operation and maintenance instructions,

procedure manuals, training manuals and so forth. Ability to speak effectively before groups or employees. Ability to write reports, correspondence, procedure manuals. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret a variety of technical instructions with abstract and/or concrete variables. While performing the essential functions of this job the employee is frequently required to stand, walk, sit, use hands to finger, handle, or feel; reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl; lift and/or move up to 25 pounds; and speak and hear. While performing the essential functions of this job the employee is occasionally required to lift and/or move more than 100 pounds. **Working conditions:** While performing the essential functions of this position, the employee is frequently exposed to work near moving mechanical parts, fumes or airborne particles, outdoor weather conditions, risk of radiation, electrical shock, toxic or caustic chemicals, work in high precarious places, confined spaces, and work with explosives. Occasional exposure of work time to communicable and infectious diseases. While performing the essential functions of this position, the employee is frequently exposed to working in extremely hazardous, life threatening environments at emergency scenes. The incumbent's working conditions are typically moderately quiet, but may be loud when on an emergency scene. Working time may require irregular hours, shift times and/or on-call status.

APPENDIX F

BATTALION CHIEF

JOB SUMMARY

Under general supervision, performs a supervisory role as Battalion Chief, assuring proper administration and execution of duties, practices and procedures; supervises and performs in the delivery of fire suppression, emergency medical service, all types of rescue public education and other daily activities of a Shift. In addition, the individual in this position will have overall responsibility within the department to oversee one of three particular areas: Operations, Suppression or Medical. Reports directly to the Assistant Fire Chief and meets and confers with the AFC and/or the Fire Chief to report any problems and to ascertain if there are any special projects or duties for the day. Is responsible for the submission of written monthly reports to the AFC and FC on activities of the shift during the previous month; the preparation and submission of an annual budget for the particular area of responsibility to the AFC; the submission of daily and monthly reports to the other Battalion Chiefs for problems or concerns in their area of responsibility. Carries out direct supervisory responsibility in accordance with policies, procedures and applicable laws including planning, assigning and directing work, appraising performance of subordinates, rewarding and disciplining employees; addressing complaints and resolving problems during the shift. Visits all stations during to check on personnel, equipment and to convey any special duties of the day. If repairs are required, coordinates those repairs with the applicable departments. Supervises and directs the field operations and activities of the company officers and members assigned to fire stations; transmits orders and assumes command in emergency situations. Responds to fires and rescue situations, may serve in the capacity of Incident Commander on emergency scene. Evaluates fires and hazardous situations and take immediate action necessary for the preservation and protection of life and property. Participates in training activities as a student or instructor. Performs the essential functions of the Fire Fighter and Fire Captain as required. Interprets and transmits management procedure manual and union contract agreement. Completes daily reports, time sheets, and other required reports and forms. Coordinates personnel vacation schedules to ensure adequate personnel coverage. Performs various code enforcement activities as assigned. Picks up supplies from outside vendors and delivers where needed. Is responsible for the daily maintenance of the vehicle and equipment assigned. Performs other duties as assigned.

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience: Associates Degree or equivalent from an accredited two-year college or technical school; at least 13 years of progressively responsible experience; or any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job. **Licenses and Certifications:** Valid state driver's license; Certified Fire Fighter 1 and Certified First Responder (Certified Fire Fighter II, Certified Fire Officer I and II and Certified Fire Service Instructor are desirable but not mandatory at this time). **Knowledge of:** Principles and practices of modern fire suppression strategies, tactics and procedures. Principles and practices of rescue, emergency medical services, hazardous materials spill, and release mitigation, water rescue, high-angle rescue, confined space rescue, trench rescue and vehicle extrication. Principles and practices of modern management. Operation and

maintenance of a variety of fire suppression equipment and apparatus. Department organization, policies, procedures, rules and regulations. Standard business, mathematics, including basic algebra. Correct English usage involving spelling, grammar, punctuation, and vocabulary. Record keeping, report preparation, filing methods and records management techniques. Principles and practices of fire safety and inspection including building codes which pertain to fire prevention and to the construction of and occupancy of buildings as well as methods of eliminating hazardous conditions. Applicable state, federal and local ordinances, laws, rules and regulations. Administration of staff and activities, either directly or through subordinate supervision. Administrative principles and practices, including goal setting and implementation. **Skill in:** Using tact, discretion, initiative and independent judgment within established guidelines. Using a PC and software programs such as Word, Excel, Power Point and Groupwise. Communicating clearly and effectively. Preparing clear and concise reports, correspondence and other written materials. Analyzing and resolving administrative situations and problems. Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction. Assigning and reviewing the work of staff personnel. Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols. **Mental and Physical Abilities:** Ability to analyze situations and to take effective courses of action. Ability to direct effectively the rescue, emergency medical services, firefighting operations, or other types of hazardous situations, with personnel and equipment under adverse conditions. Ability to read and interpret documents such as safety rules, operation and maintenance instructions, procedure manuals training manuals and so forth. Ability to speak effectively before groups or employees. Ability to write reports, correspondence, procedure manuals. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret a variety of technical instructions with abstract and/or concrete variables. While performing the essential functions of this job the employee is frequently required to stand, walk, sit, use hands to finger, handle or feel; reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl; lift and/or move up to 25 pounds; and speak and hear. While performing the essential functions of this job the employee is occasionally required to lift and/or move more than 100 pounds. **Working Conditions:** While performing the essential functions of this position, the employee is frequently exposed to work near moving mechanical parts, fumes or airborne particles, outdoor weather conditions, risk of radiation, electrical shock, toxic or caustic chemicals, work in high precarious places, confined spaces, and work with explosives. Occasional exposure of work time to communicable and infectious diseases. While performing essential functions of the position the employee is frequently exposed to working in extremely hazardous, life threatening environments at emergency scenes. The incumbent's working conditions are typically moderately quiet but may be loud when on an emergency scene. Working time may require irregular hours, shift times and/or on-call status.

APPENDIX G FIRE MARSHAL

Job Summary

Under the supervision of the Deputy Fire Chief, provides inspections of commercial buildings for code compliance of the current fire codes.

Provides inspections and code compliance of sprinkler systems, fire alarms and inspections of all new businesses for code compliance prior to issue of business license. Work in a team setting in pre-construction and construction meetings providing code analysis and input on all commercial projects within the jurisdiction of the Bartlesville Fire department.

Employee must be proficient in computers and digital technology.

Employee must keep clear and concise digital records of all activities.

Must be motivated in all aspects of the job, scheduling all day to day activities. Works with other City of Bartlesville Departments to insure code compliance of all construction and infrastructure within the jurisdiction.

Complete all construction, sprinkler, and fire alarm plan review to ensure code compliance. Perform code analysis on all plan reviews.

Provides investigation of fire scenes for cause and determination and the possibility of arson. Upon the determination of arson as the fire cause,

The employee will provide all aspects of investigation, evidence custody, fact-finding, witness and suspect questioning as well as courtroom testimony.

Work first hand with other law enforcement and the District Attorney to prosecute all cases involving arson.

Job Requirements

See Article 21 of the current CBA.

Within 12 months of promotion to Fire Marshal

- Successfully complete Basic Peace officer Certification Academy (CLEET) is approximately 16 weeks
- Fire Inspector I Certification (OSU or equivalent)
- Fire Cause and Determination (OSU or equivalent)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation and discussion of the Bartlesville Fire Department Apparatus Policy

II. STAFF COMMENTS AND ANALYSIS

This will be an overview of the Bartlesville Fire Department Apparatus Policy and Replacement Schedule. We will look at the current fleet of large apparatus and what the scheduled replacement timeline is for each unit. We will also look at the plan for the current budget and the plan moving forward for the next few fiscal years.

III. BUDGET IMPACT

None – Informational only.

IV. RECOMMENDED ACTION

Discussion only. No action at this time.

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.**

Jim Curd, Jr., Vice Mayor
City of Bartlesville

City Clerk
City of Bartlesville

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to accept a conveyance of 12 properties from the Washington County Treasurer's Office, such properties having not received a minimum reserve bid covering the amount of City liens on the properties, at the annual Washington County Tax Resale auction held on June 10, 2024, and consider and take action to release the City's liens on these properties:

- | | | |
|--------------------------|-------------------------|--------------------------|
| 1. 102 SW Adeline Ave. | 5. 1036 SW Hickory Ave. | 9. 1111 SW Maple Ave. |
| 2. 134 NE Chickasaw Ave. | 6. 141 NW Kaw Ave. | 10. 1413 SW Oak Ave. |
| 3. 107 SE Comanche Ave. | 7. 1040 SW Maple Ave. | 11. 501 SW Penn Ave. |
| 4. 523 SE Comanche Ave. | 8. 1104 SW Maple Ave. | 12. 204 NW Theodore Ave. |

Exhibit A: County Treasurer's Deeds with Tax Roll Inquiry Pages Attached.

II. STAFF COMMENTS AND ANALYSIS

Municipalities now have an optional procedure to recover city code enforcement abatement liens on certain property tax-delinquent properties that go to the annual county tax resale auction, pursuant to recent state legislation, HB 2361, effective November 1, 2023, amending Title 68 O.S. Section 3129 B. This amendment allows cities to require a reserve minimum bid in an amount covering the city's abatement costs, penalties and interest on such property.¹ In the event the reserve minimum bid is not met at the auction, the property is bid off in the name of the municipality, for the amount of the forgone city liens that would have been paid to the City (special assessments), and the amount of delinquent real estate ad valorem taxes that would have been paid to the County (plus interest and penalties), had the reserve minimum been met. The back taxes and the special assessments for the city liens are written off. There is no money payment from the City to the County, or from the County to the City. The property is conveyed to the City by the County Treasurer by a county treasurer's deed. The City may then sell the property to recover all or part of the city's past abatement expense, or the City may hold the property for other purposes.

This year, the City requested a reserve minimum bid for 22 properties out of the 45 tax-delinquent properties at the auction held on June 10, 2024. Out of the 22 properties, 12 properties did not receive the City's required minimum bid. The Washington County Treasurer has provided Treasurer's Deeds to the City for those 12 properties, listed in Exhibit A. The Treasurer has deleted the real estate back taxes and the City lien amounts due (special assessments). This is shown by the County Treasurer's web page tax roll print outs, that are attached to each deed. After acceptance of these properties by City Council and recordation of the Treasurer's Deeds and attachments at the County Clerk's office, the City would release its liens on these properties.

III. RECOMMENDED ACTION

Staff recommends acceptance of the properties by the Treasurer's Deeds that are listed and compiled in Exhibit A, and the release of the City's liens on these properties.

¹ The normal minimum required bid is *2/3 of the assessed value of such real estate*, or the total amount of taxes, penalties, interest and costs due, whichever is less. 68 O.S. § 3129 B.

EXHIBIT A—List of Properties with Treasurer’s Deeds to be Conveyed to the City

			Street Name	Legal	Description	Zoning
1.	102	SW	Adeline Ave	LOT 11 BLK 2 TAYLOR'S 1ST ADDN	Vacant Lot	General Commercial, C-5
2.	134	NE	Chickasaw Ave	LOT 18, BLK 4, CAPITOL HILL	Vacant Lot	Multi-Family Residential, RM-3
3.	107	SE	Comanche Ave	LOT 2 BLK 11 CAPITOL HILL	Vacant Lot	General Commercial, C-5
4.	523	SE	Comanche Ave	LOT 6 BLK 24 ARMSTRONG 3RD	Vacant Lot	General Commercial, C-5
5.	1036	SW	Hickory Ave	LOT 15 BLK 2 MC CALEB'S	Vacant Lot	Single-Family Residential, RS-5
6.	141	NW	Kaw Ave	LOT 3 BLK 2 GEO B KEELER 3RD	Vacant Lot	Single-Family Residential, RS-5
7.	1040	SW	Maple Ave	S 1/2 BLK A & S 118' OF N 293' BLK A MC CALEB'S	Accessory Building	General Industrial, M-2
8.	1104	SW	Maple Ave	PART LOT 1-BEG 48' E OF SW COR N PARALLEL TO W LINE 13' E PARALLEL WITH N BOUNDARY LINE TO E LINE SE'LY TO SE COR W ALONG S BOUNDARY LINE TO BEG & LOT 2 EXCEPT W 48' OF N 7' BLK 11 MC CALEB'S	Vacant Lot	General Industrial, M-2
9.	1111	SW	Maple Ave	S 10' LOT 3 & ALL LOT 4 BLK 4 MC CALEB'S	Vacant Lot	Single-Family Residential, RS-5
10.	1413	SW	Oak Ave	LOT 4 & INC 10' STRIP ON W SIDE LOT 4 BLK 1 LANNOM	Vacant Lot	Single-Family Residential, RS-5
11.	501	SW	Penn Ave	N 120' LOT 1 & E'LY 3' OF N 120' LOT 2 BLK 2 TERRAPIN ADDN	Vacant Lot	Single-Family Residential, RS-5
12.	204	NW	Theodore Ave	LOT 14 BLK 3 PARKVIEW	Vacant Lot	General Commercial, C-5

1. 102 SW Adeline Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBRUGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold separately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBRUGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE,
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 5,888.47

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

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 11 BLK 2 TAYLOR'S 1ST ADDN	BARTLESVILLE 26047				5,888.47

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

ATTEST:

STATE OF OKLAHOMA

(SEAL)

By Melissa Thornbrugh
County Treasurer

SEAL
WASHINGTON COUNTY OKLA.

ACKNOWLEDGMENT

STATE OF OKLAHOMA }
WASHINGTON COUNTY } ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBURGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

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

(SEAL)

My commission expires April 14, 2027

[Signature]

Notary Public
(Or County Clerk)



=====

No. _____

=====

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

=====

STATE OF OKLAHOMA, }
County } ss.

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy

=====



Washington County Treasurer
Melissa Thornbrugh

1. 102 SW Adeline Ave.

Home

State Map

View or Pay Tax Info

Mortgage Tax Calculator

Menu

0

Credit Cards & Debit Card payments will have a convenience fee added by the Credit Card processing company.

E-Checks are free.



Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003
Phone: 918-337-2810
Fax: 918-337-2891
E-Mail: treasurer@countycourthouse.org
Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Lot Block

Choose Addition Name

TAYLOR'S 1ST

From Tax Year :

All Years

To Tax Year :

All Years

Enter Lot

11

Enter Block

2

Search

Reset

☐

Show Unpaid Taxes Only

View Hint

Changing Mailing Address Info?



Show 10 entries

Year	Tax Id	Lot/Block	Owner Name	Type	Legal	Base Tax	Total Due	
2023	0026047	011-002	LEHMAN, SHAWN A	Real Estate	LOT 11 BLK 2 TAYLOR'S 1ST ADDN	0.00	None Due	
2022	0026047	011-002	LEHMAN, SHAWN A	Real Estate	LOT 11 BLK 2 TAYLOR'S 1ST ADDN	0.00	None Due	
2021	0026047	011-002	LEHMAN, SHAWN A	Real Estate	LOT 11 BLK 2 TAYLOR'S 1ST ADDN	0.00	None Due	
2021	0926047	011-002	SHAMBLES, JOEY M & MARCELLA	Special Assessment	LOT 11 BLK 2 TAYLOR'S 1ST ADDN	0.00	None Due	
2020	0026047	011-002	SHAMBLES, JOEY M & MARCELLA	Real Estate	LOT 11 BLK 2 TAYLOR'S 1ST ADDN	84.00	PAID	Print Receipt
2019	0026047	011-002	SHAMBLES, JOEY M & MARCELLA	Real Estate	LOT 11 BLK 2 TAYLOR'S 1ST ADDN	160.00	PAID	Print Receipt
2018	0026047	011-002	SHAMBLES, JOEY M & MARCELLA	Real Estate	LOT 11 BLK 2 TAYLOR'S 1ST ADDN	151.00	PAID	Print Receipt
2017	0026047	011-002	SHAMBLES, JOEY M & MARCELLA	Real Estate	LOT 11 BLK 2 TAYLOR'S 1ST ADDN	148.00	PAID	Print Receipt

Showing 1 to 8 of 8 entries (filtered from 240,428 total entries)

Previous1Next



2. 134 NW Chickasaw Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBURGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold separately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBURGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE,
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 2,175.08

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

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 18 BLK 4 CAPITOL HILL	BARTLESVILLE 10343				2,175.08

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

STATE OF OKLAHOMA

ATTEST:



By Melina Thornburgh County Treasurer

ACKNOWLEDGMENT

STATE OF OKLAHOMA

WASHINGTON COUNTY

ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBURGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

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

(SEAL)

My commission expires

April 14, 2027

Notary Public
(Or County Clerk)



No. _____

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

STATE OF OKLAHOMA, } ss.
_____ County }

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy



Washington County Treasurer
Melissa Thornbrugh

2. 134 NE Chickasaw Ave.

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Credit Cards & Debit Card payments will have a convenience fee added by the Credit Card processing company.

E-Checks are free.



Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003
Phone: 918-337-2810
Fax: 918-337-2891
E-Mail: treasurer@countycourthouse.org
Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Lot Block

Choose Addition Name

CAPITOL HILL

From Tax Year :

All Years

To Tax Year :

All Years

Enter Lot

18

Enter Block

4

Search

Reset

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[Changing Mailing Address Info?](#)



Show 100 entries

Year	Tax Id	Lot/Block	Owner Name	Type	Legal	Base Tax	Total Due
2023	0010343	018-004	BENNETT, I F LLC	Real Estate	LOT 18 BLK 4 CAPITOL HILL	0.00	None Due
2022	0010343	018-004	BENNETT, I F LLC	Real Estate	LOT 18 BLK 4 CAPITOL HILL	0.00	None Due
2022	5000107	018-004	BENNETT, I F LLC	Special Assessment	LOT 18 BLK 4 CAPITOL HILL .	0.00	None Due
2022	5000044	018-004	BENNETT, I F LLC	Special Assessment	LOT 18 BLK 4 CAPITOL HILL .	0.00	None Due
2021	0010343	018-004	BENNETT, I F LLC	Real Estate	LOT 18 BLK 4 CAPITOL HILL	0.00	None Due
2021	0510343	018-004	BENNETT, I F LLC	Special Assessment	LOT 18 BLK 4 CAPITOL HILL	0.00	None Due
2020	0510343	018-004	BENNETT, I F LLC	Special Assessment	LOT 18 BLK 4 CAPITOL HILL	0.00	None Due
2020	0010343	018-004	BENNETT, I F LLC	Real Estate	LOT 18 BLK 4 CAPITOL HILL	36.00	PAID Print Receipt
2019	0510343	018-004	WATTS, SHARON & ELBERT	Special Assessment	LOT 18 BLK 4 CAPITOL HILL	0.00	None Due
2019	0010343	018-004	WATTS, SHARON & ELBERT	Real Estate	LOT 18 BLK 4 CAPITOL HILL	36.00	PAID Print Receipt
2018	0010343	018-004	WATTS, SHARON & ELBERT	Real Estate	LOT 18 BLK 4 CAPITOL HILL	36.00	PAID Print Receipt
2017	0010343	018-004	WATTS, SHARON & ELBERT	Real Estate	LOT 18 BLK 4 CAPITOL HILL	37.00	PAID Print Receipt

Showing 1 to 12 of 12 entries (filtered from 240,428 total entries)

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3. 107 SE Comanche Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBRUGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold separately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBRUGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE,
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 12,955.15

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

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 2 BLK 11 CAPITOL HILL	BARTLESVILLE 10419				12,955.15

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

ATTEST:

STATE OF OKLAHOMA

(SEAL)



By Melissa Thornbrugh
County Treasurer

ACKNOWLEDGMENT

STATE OF OKLAHOMA

WASHINGTON COUNTY

} ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBURGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

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

(SEAL)

My commission expires April 14, 2027

[Signature]

Notary Public
(Or County Clerk)



=====

No. _____

=====

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

=====

STATE OF OKLAHOMA, } ss.
_____ County }

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy

=====



Washington County Treasurer
Melissa Thornbrugh

3. 107 SE Comanche Ave.

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Credit Cards & Debit Card payments will have a convenience fee added by the Credit Card processing company.

E-Checks are free.



Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003
Phone: 918-337-2810
Fax: 918-337-2891
E-Mail: treasurer@countycourthouse.org
Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Lot Block

Choose Addition Name

CAPITOL HILL

From Tax Year :

All Years

To Tax Year :

All Years

Enter Lot

2

Enter Block

11

Search

Reset

☐

Show Unpaid Taxes Only

View Hint

Changing Mailing Address Info?



Show 100 entries

Year	Tax Id	Lot/Block	Owner Name	Type	Legal	Base Tax	Total Due
2023	0010419	002-011	PERES, LAURA ANN:	Real Estate	LOT 2 BLK 11 CAPITOL HILL	0.00	None Due
2022	0010419	002-011	PERES, LAURA ANN:	Real Estate	LOT 2 BLK 11 CAPITOL HILL	60.00	PAID Print Receipt
2021	0010419	002-011	PERES, LAURA ANN:	Real Estate	LOT 2 BLK 11 CAPITOL HILL	59.00	PAID Print Receipt
2020	0910419	002-011	PERES, LAURA ANN:	Special Assessment	LOT 2 BLK 11 CAPITOL HILL	0.00	None Due
2020	0010419	002-011	PERES, LAURA ANN:	Real Estate	LOT 2 BLK 11 CAPITOL HILL	117.00	PAID Print Receipt
2019	0910419	002-011	PERES, LAURA ANN:	Special Assessment	LOT 2 BLK 11 CAPITOL HILL	0.00	None Due
2019	0510419	002-011	PERES, LAURA ANN:	Special Assessment	LOT 2 BLK 11 CAPITOL HILL	0.00	None Due
2019	0410419	002-011	PERES, LAURA ANN:	Special Assessment	LOT 2 BLK 11 CAPITOL HILL	0.00	None Due
2019	0310419	002-011	PERES, LAURA ANN:	Special Assessment	LOT 2 BLK 11 CAPITOL HILL	0.00	None Due
2019	0010419	002-011	PERES, LAURA ANN:	Real Estate	LOT 2 BLK 11 CAPITOL HILL	112.00	PAID Print Receipt
2018	0010419	002-011	PERES, LAURA ANN:	Real Estate	LOT 2 BLK 11 CAPITOL HILL	106.00	PAID Print Receipt
2017	0010419	002-011	PERES, LAURA ANN:	Real Estate	LOT 2 BLK 11 CAPITOL HILL	103.00	PAID Print Receipt

Showing 1 to 12 of 12 entries (filtered from 240,428 total entries)

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4. 523 SE Comanche Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBRUGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold separately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBRUGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE,
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 17,082.77

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

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 6 BLK 24 ARMSTRONG 3RD	BARTLESVILLE 9470				17,082.77

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

ATTEST:

STATE OF OKLAHOMA



By Melissa Thornbrugh
County Treasurer

ACKNOWLEDGMENT

STATE OF OKLAHOMA

WASHINGTON COUNTY

} ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBROUGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

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

(SEAL)

My commission expires

Apr 14, 2027

[Signature]

Notary Public
(Or County Clerk)



=====

No. _____

=====

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

=====

STATE OF OKLAHOMA, } ss.
_____ County }

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy

=====



Washington County Treasurer
Melissa Thornbrugh

4. 523 SE Comanche Ave.

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E-Checks are free.



Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003
Phone: 918-337-2810
Fax: 918-337-2891
E-Mail: treasurer@countycourthouse.org
Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Lot Block

Choose Addition Name

ARMSTRONG 3RD

From Tax Year :

All Years

To Tax Year :

All Years

Enter Lot

6

Enter Block

24

Search

Reset

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[Changing Mailing Address Info?](#)



Show 100 entries

Year	Tax Id	Lot/Block	Owner Name	Type	Legal	Base Tax	Total Due
2023	0009470	006-024	POWERS, HELEN RUTH 1/2	Real Estate	LOT 6 BLK 24 ARMSTRONG 3RD	0.00	None Due
2022	0009470	006-024	POWERS, HELEN RUTH 1/2	Real Estate	LOT 6 BLK 24 ARMSTRONG 3RD	0.00	None Due
2021	0009470	006-024	POWERS, HELEN RUTH 1/2	Real Estate	LOT 6 BLK 24 ARMSTRONG 3RD	0.00	None Due
2021	0909470	006-024	POWERS, HELEN RUTH 1/2	Special Assessment	LOT 6 BLK 24 ARMSTRONG 3RD	0.00	None Due
2021	0509470	006-024	POWERS, HELEN RUTH 1/2	Special Assessment	LOT 6 BLK 24 ARMSTRONG 3RD	0.00	None Due
2020	0009470	006-024	POWERS, HELEN RUTH 1/2	Real Estate	LOT 6 BLK 24 ARMSTRONG 3RD	0.00	None Due
2019	0009470	006-024	POWERS, HELEN RUTH 1/2	Real Estate	LOT 6 BLK 24 ARMSTRONG 3RD	151.00	PAID Print Receipt
2018	0009470	006-024	POWERS, HELEN RUTH 1/2	Real Estate	LOT 6 BLK 24 ARMSTRONG 3RD	148.00	PAID Print Receipt
2017	0009470	006-024	POWERS, HELEN RUTH 1/2	Real Estate	LOT 6 BLK 24 ARMSTRONG 3RD	149.00	PAID Print Receipt

Showing 1 to 9 of 9 entries (filtered from 240,428 total entries)

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5. 1036 SE Hickory Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBRUGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold seperately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBRUGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE,
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 9,815.45

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

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 15 BLK 2 MC CALEB'S	BARTLESVILLE 14265				9,815.45

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

ATTEST:

STATE OF OKLAHOMA

(SEAL)



By Melina Thornbrugh County Treasurer

ACKNOWLEDGMENT

STATE OF OKLAHOMA

WASHINGTON COUNTY

ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBRUGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

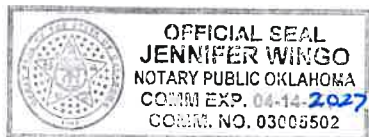
Witness my hand and notarial seal the day and year above written.

(SEAL)

My commission expires

April 14, 2027

Notary Public
(Or County Clerk)



No. _____

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

STATE OF OKLAHOMA, } ss.
_____ County }

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy



Washington County Treasurer
Melissa Thornbrugh

5. 1036 SE Hickory Ave.

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E-Checks are free.



Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003
Phone: 918-337-2810
Fax: 918-337-2891
E-Mail: treasurer@countycourthouse.org
Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Lot Block

Choose Addition Name

MC CALEB'S

From Tax Year :

All Years

To Tax Year :

All Years

Enter Lot

15

Enter Block

2

Search

Reset

☐ Show Unpaid Taxes Only [View Hint](#)

[Changing Mailing Address Info?](#)



Show 100 entries

Year	Tax Id	Lot/Block	Owner Name	Type	Legal	Base Tax	Total Due
2023	0014265	015-002	MARGARYAN, SENDIE	Real Estate	LOT 15 BLK 2 MC CALEB'S	0.00	None Due
2022	5000135	015-002	MARGARYAN, SENDIE	Special Assessment	LOT 15 BLK 2 MC CALEB'S .	0.00	None Due
2022	0014265	015-002	MARGARYAN, SENDIE	Real Estate	LOT 15 BLK 2 MC CALEB'S	30.00	PAID Print Receipt
2021	0014265	015-002	MARGARYAN, SENDIE	Real Estate	LOT 15 BLK 2 MC CALEB'S	0.00	None Due
2021	0914265	015-002	MARGARYAN, SENDIE	Special Assessment	LOT 15 BLK 2 MC CALEB'S	0.00	None Due
2020	0014265	015-002	MARGARYAN, SENDIE	Real Estate	LOT 15 BLK 2 MC CALEB'S	98.00	PAID Print Receipt
2019	0514265	015-002	MARGARYAN, SENDIE	Special Assessment	LOT 15 BLK 2 MC CALEB'S	0.00	None Due
2019	0014265	015-002	MARGARYAN, SENDIE	Real Estate	LOT 15 BLK 2 MC CALEB'S	98.00	PAID Print Receipt
2018	0014265	015-002	BOARD OF COUNTY COMMISSIONERS	Real Estate	LOT 15 BLK 2 MC CALEB'S	0.00	None Due
2017	0014265	015-002	BOARD OF COUNTY COMMISSIONERS	Real Estate	LOT 15 BLK 2 MC CALEB'S	0.00	None Due



6. 141 NW Kaw Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBURGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold separately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBURGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE

of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 7,800.04
hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, his
(or her) heirs, executors, administrators, and assigns, forever, the following separately described tracts, parcels, or lots of land so sold
seperately and singly for the amount bid in the total sum set opposite each, all of said tracts, parcels, or lots of land being located in
WASHINGTON COUNTY, Oklahoma to-wit:

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 3 BLK 2 GEO B KEELER 3RD	BARTLESVILLE 13600				7,800.04

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

STATE OF OKLAHOMA

ATTEST:

(SEAL)



By Melissa Thornburgh
County Treasurer

ACKNOWLEDGMENT

STATE OF OKLAHOMA

WASHINGTON COUNTY

ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBURGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

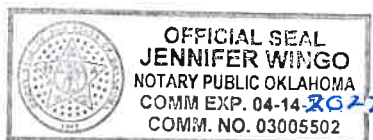
Witness my hand and notarial seal the day and year above written.

(SEAL)

My commission expires

April 14, 2027

Notary Public
(Or County Clerk)



No. _____

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

STATE OF OKLAHOMA, } ss.
County

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy



Washington County Treasurer
Melissa Thornbrugh

6. 141 NW Kaw Ave.

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Credit Cards & Debit Card payments will have a convenience fee added by the Credit Card processing company.

E-Checks are free.



Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003
Phone: 918-337-2810
Fax: 918-337-2891
E-Mail: treasurer@countycourthouse.org
Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Lot Block

Choose Addition Name

GEO B KEELER 3RD

From Tax Year :

All Years

To Tax Year :

All Years

Enter Lot

3

Enter Block

2

Search

Reset

☐ Show Unpaid Taxes Only [View Hint](#)

[Changing Mailing Address Info?](#)



Show 100 entries

Year	Tax Id	Lot/Block	Owner Name	Type	Legal	Base Tax	Total Due
2023	0013600	003-002	JOHNSON, CLARENCE F & IRMA M	Real Estate	LOT 3 BLK 2 GEO B KEELER 3RD	0.00	None Due
2022	0013600	003-002	JOHNSON, CLARENCE F & IRMA M	Real Estate	LOT 3 BLK 2 GEO B KEELER 3RD	0.00	None Due
2022	5000099	003-002	JOHNSON, CLARENCE F & IRMA M	Special Assessment	LOT 3 BLK 2 GEO B KEELER 3RD .	0.00	None Due
2021	0013600	003-002	JOHNSON, CLARENCE F & IRMA M	Real Estate	LOT 3 BLK 2 GEO B KEELER 3RD	0.00	None Due
2021	0513600	003-002	JOHNSON, CLARENCE F & IRMA M	Special Assessment	LOT 3 BLK 2 GEO B KEELER 3RD	0.00	None Due
2021	0413600	003-002	JOHNSON, CLARENCE F & IRMA M	Special Assessment	LOT 3 BLK 2 GEO B KEELER 3RD	0.00	None Due
2020	0013600	003-002	JOHNSON, CLARENCE F & IRMA M	Real Estate	LOT 3 BLK 2 GEO B KEELER 3RD	0.00	None Due
2020	0913600	003-002	JOHNSON, CLARENCE F & IRMA M	Special Assessment	LOT 3 BLK 2 GEO B KEELER 3RD	0.00	None Due
2020	0513600	003-002	JOHNSON, CLARENCE F & IRMA M	Special Assessment	LOT 3 BLK 2 GEO B KEELER 3RD	0.00	None Due
2019	0013600	003-002	JOHNSON, CLARENCE F & IRMA M	Real Estate	LOT 3 BLK 2 GEO B KEELER 3RD	29.00	PAID Print Receipt
2018	0013600	003-002	JOHNSON, CLARENCE F & IRMA M	Real Estate	LOT 3 BLK 2 GEO B KEELER 3RD	24.00	PAID Print Receipt
2017	0013600	003-002	JOHNSON, CLARENCE F & IRMA M	Real Estate	LOT 3 BLK 2 GEO B KEELER 3RD	20.00	PAID Print Receipt

Showing 1 to 12 of 12 entries (filtered from 240,428 total entries)

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7. 1040 SW Maple Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBRUGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold separately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBRUGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE,
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 3,650.82

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

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
S 1/2 BLK A & S 118' OF N 293' BLK A MC CALEB'S	BARTLESVILLE 14239				3,650.82

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

STATE OF OKLAHOMA

ATTEST:



By Melina Thornbrugh
County Treasurer

ACKNOWLEDGMENT

STATE OF OKLAHOMA

WASHINGTON COUNTY

ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBRUGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

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

(SEAL)

My commission expires

April 14, 2027

Notary Public
(Or County Clerk)



No. _____

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

STATE OF OKLAHOMA, } ss.
_____ County }

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy



Washington County Treasurer
Melissa Thornbrugh

7. 1040 SW Maple Ave.

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Credit Cards & Debit Card payments will have a convenience fee added by the Credit Card processing company.

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Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003
Phone: 918-337-2810
Fax: 918-337-2891
E-Mail: treasurer@countycourthouse.org
Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Street Address

Enter Street Number :

1040

From Tax Year :

2017

To Tax Year :

2023

Enter Street Name :

maple

Search

Reset

☐

Show Unpaid Taxes Only

View Hint

Changing Mailing Address Info?

Show 10 entries

Filter Results:



Year	Tax Id	Street Address	Owner Name	Type	Base Tax	Total Due	
2023	0014239	1040 SW MAPLE AVE	MEDINA, STEVE	Real Estate	0.00	None Due	
2022	0014239	1040 SW MAPLE AVE	MEDINA, STEVE	Real Estate	0.00	None Due	
2021	0014239	1040 SW MAPLE AVE	MEDINA, STEVE	Real Estate	0.00	None Due	
2020	0014239	1040 SW MAPLE AVE	MEDINA, STEVE	Real Estate	0.00	None Due	
2019	0514239	1040 SW MAPLE AVE	MEDINA, STEVE	Special Assessment	0.00	None Due	
2019	0014239	1040 SW MAPLE AVE	MEDINA, STEVE	Real Estate	30.00	PAID	Print Receipt
2018	0014239	1040 SW MAPLE AVE	MEDINA, STEVE	Real Estate	30.00	PAID	Print Receipt
2017	0014239	1040 SW MAPLE AVE	MEDINA, STEVE	Real Estate	31.00	PAID	Print Receipt

Showing 1 to 8 of 8 entries (filtered from 240,428 total entries)

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8. 1104 SW Maple Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBURGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold separately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBURGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE,
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit: 11,071.46

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

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
PART LOT 1-BEG 48' E OF SW COR N PARALLEL TO W LINE 13' E PARALLEL WITH N BOUNDARY LINE TO E LINE SE'LY TO SE COR W ALONG S BOUNDARY LINE TO BEG & LOT 2 EXCEPT W 48' OF N 7' BLK 11 MC CALEB'S	BARTLESVILLE 14331				11,071.46

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

STATE OF OKLAHOMA

ATTEST:



By Melina Thornburgh
County Treasurer

ACKNOWLEDGMENT

STATE OF OKLAHOMA

WASHINGTON COUNTY

ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBURGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

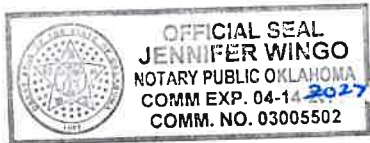
Witness my hand and notarial seal the day and year above written.

(SEAL)

My commission expires

April 14, 2027

Notary Public
(Or County Clerk)



No. _____

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

STATE OF OKLAHOMA, } ss.
County }

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy



Washington County Treasurer
Melissa Thornbrugh

8. 1104 SW Maple Ave.

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E-Checks are free.



Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003
Phone: 918-337-2810
Fax: 918-337-2891
E-Mail: treasurer@countycourthouse.org
Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Street Address

Enter Street Number :

1104

From Tax Year :

2017

To Tax Year :

2023

Enter Street Name :

maple

Search

Reset

☐ Show Unpaid Taxes Only [View Hint](#)

[Changing Mailing Address Info?](#)

Show 100 entries

Filter Results:



Year	Tax Id	Street Address	Owner Name	Type	Base Tax	Total Due	
2023	5000049	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Special Assessment	0.00	None Due	
2023	0014331	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Real Estate	0.00	None Due	
2022	0014331	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Real Estate	0.00	None Due	
2022	5000145	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Special Assessment	0.00	None Due	
2022	5000058	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Special Assessment	0.00	None Due	
2022	5000022	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Special Assessment	0.00	None Due	
2022	0514331	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Special Assessment	0.00	None Due	
2021	0014331	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Real Estate	0.00	None Due	
2021	0514331	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Special Assessment	0.00	None Due	
2021	0414331	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Special Assessment	0.00	None Due	
2020	0014331	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Real Estate	0.00	None Due	
2020	0514331	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Special Assessment	0.00	None Due	
2018	0014331	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Real Estate	182.00	PAID	Print Receipt
2017	0014331	1104 SW MAPLE AVE	GIBSON, LUCILLE M	Real Estate	177.00	PAID	Print Receipt

Showing 1 to 14 of 14 entries (filtered from 240,428 total entries)

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9. 1111 SW Maple Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBURGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold seperately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBURGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE,
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 2,275.78
hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, his
(or her) heirs, executors, administrators, and assigns, forever, the following seperately described tracts, parcels, or lots of land so sold
seperately and singly for the amount bid in the total sum set opposite each, all of said tracts, parcels, or lots of land being located in
WASHINGTON COUNTY, Oklahoma to-wit:

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
S 10' LOT 3 & ALL LOT 4 BLK 4 MC CALEB'S	BARTLESVILLE 14275				2,275.78

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

STATE OF OKLAHOMA

ATTEST:



By Melina Thornburgh
County Treasurer

ACKNOWLEDGMENT

STATE OF OKLAHOMA

WASHINGTON COUNTY

} ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBURGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

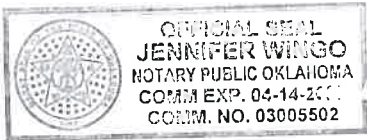
Witness my hand and notarial seal the day and year above written.

(SEAL)

My commission expires April 14, 2027

[Signature]

Notary Public
(Or County Clerk)



=====

No. _____

=====

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

=====

STATE OF OKLAHOMA, } ss.
_____ County }

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy

=====



Washington County Treasurer
Melissa Thornbrugh

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Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003
Phone: 918-337-2810
Fax: 918-337-2891
E-Mail: treasurer@countycourthouse.org
Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Street Address

Enter Street Number :

1111

From Tax Year :

2017

To Tax Year :

2023

Enter Street Name :

maple

Search

Reset

☐ Show Unpaid Taxes Only

View Hint

Changing Mailing Address Info?

Show 100 entries

Filter Results:



Year	Tax Id	Street Address	Owner Name	Type	Base Tax	Total Due
2023	0014275	1111 SW MAPLE AVE	TUCKER, RAQUEL	Real Estate	0.00	None Due
2022	0014275	1111 SW MAPLE AVE	TUCKER, RAQUEL	Real Estate	0.00	None Due
2022	5000050	1111 SW MAPLE AVE	TUCKER, RAQUEL	Special Assessment	0.00	None Due
2022	0514275	1111 SW MAPLE AVE	TUCKER, RAQUEL	Special Assessment	0.00	None Due
2021	0014275	1111 SW MAPLE AVE	TUCKER, RAQUEL	Real Estate	0.00	None Due
2021	0514275	1111 SW MAPLE AVE	TUCKER, RAQUEL	Special Assessment	0.00	None Due
2020	0014275	1111 SW MAPLE AVE	TUCKER, RAQUEL	Real Estate	0.00	None Due
2020	0514275	1111 SW MAPLE AVE	TUCKER, RAQUEL	Special Assessment	0.00	None Due
2019	0514275	1111 SW MAPLE AVE	TUCKER, RAQUEL	Special Assessment	0.00	None Due
2019	0014275	1111 SW MAPLE AVE	TUCKER, RAQUEL	Real Estate	0.00	None Due
2018	0014275	1111 SW MAPLE AVE	BOARD OF COUNTY COMMISSIONERS	Real Estate	0.00	None Due
2017	0014275	1111 SW MAPLE AVE	BOARD OF COUNTY COMMISSIONERS	Real Estate	0.00	None Due

Showing 1 to 12 of 12 entries (filtered from 240,428 total entries)

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10. 1413 SW Maple Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBRUGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold separately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBRUGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE,
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 9,341.65

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

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 4 & INC 10' STRIP ON W SIDE LOT 4 BLK 1 LANNOM	BARTLESVILLE 13974				9,341.65

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

ATTEST:

STATE OF OKLAHOMA

(SEAL)



By Melissa Thornbrugh
County Treasurer

ACKNOWLEDGMENT

STATE OF OKLAHOMA

WASHINGTON COUNTY

ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBRUGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

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

(SEAL)

My commission expires Apr 14, 2027

Notary Public
(Or County Clerk)



No. _____

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

STATE OF OKLAHOMA, } ss.
_____ County }

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy



Washington County Treasurer
Melissa Thornbrugh

10. 1413 SW Oak Ave.

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Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003

Phone: 918-337-2810

Fax: 918-337-2891

E-Mail: treasurer@countycourthouse.org

Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Street Address

Enter Street Number :

1413

From Tax Year :

2017

To Tax Year :

2023

Enter Street Name :

oak

Search

Reset

☐ Show Unpaid Taxes Only [View Hint](#)

[Changing Mailing Address Info?](#)

Show 100 entries

Filter Results: 0

Year	Tax Id	Street Address	Owner Name	Type	Base Tax	Total Due
2023	5000012	1413 SW OAK AVE	MC MURRAY, SAMANTHA	Special Assessment	0.00	None Due
2023	0013974	1413 SW OAK AVE	MC MURRAY, SAMANTHA	Real Estate	0.00	None Due
2022	0013974	1413 SW OAK AVE	MC MURRAY, SAMANTHA	Real Estate	0.00	None Due
2022	5000088	1413 SW OAK AVE	MC MURRAY, SAMANTHA	Special Assessment	0.00	None Due
2022	5000032	1413 SW OAK AVE	MC MURRAY, SAMANTHA	Special Assessment	0.00	None Due
2021	0013974	1413 SW OAK AVE	MC MURRAY, SAMANTHA	Real Estate	0.00	None Due
2021	0913974	1413 SW OAK AVE	MC MURRAY, SAMANTHA	Special Assessment	0.00	None Due
2021	0513974	1413 SW OAK AVE	MC MURRAY, SAMANTHA	Special Assessment	0.00	None Due
2020	0013974	1413 SW OAK AVE	MC MURRAY, SAMANTHA	Real Estate	0.00	None Due
2019	0013974	1413 SW OAK AVE	BENITEZ, LUDWIN R	Real Estate	0.00	None Due
2018	0013974	1413 SW OAK AVE	SMITH, VIRGINIA W & RONNIE SLAPE	Real Estate	0.00	None Due
2017	0013974	1413 SW OAK AVE	SMITH, VIRGINIA W & RONNIE SLAPE	Real Estate	0.00	None Due

Showing 1 to 12 of 12 entries (filtered from 240,428 total entries)

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11. 501 SW Penn Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBURGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold separately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBURGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE,
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 14,658.62

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

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
N 120' LOT 1 & E'LY 3' OF N 120' LOT 2 BLK 2 TERRAPIN ADDN	BARTLESVILLE 21498				14,658.62

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

STATE OF OKLAHOMA

ATTEST:



By Melissa Thornburgh
County Treasurer

ACKNOWLEDGMENT

STATE OF OKLAHOMA

WASHINGTON COUNTY

ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBURGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

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

(SEAL)

My commission expires

April 14, 2027

Notary Public
(Or County Clerk)



No. _____

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

STATE OF OKLAHOMA, } ss.
_____ County }

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy



Washington County Treasurer
Melissa Thornbrugh

11. 501 SW Penn Ave.

Home

State Map

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Mortgage Tax Calculator

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Credit Cards & Debit Card payments will have a convenience fee added by the Credit Card processing company.

E-Checks are free.



Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003
Phone: 918-337-2810
Fax: 918-337-2891
E-Mail: treasurer@countycourthouse.org
Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Street Address

Enter Street Number :

501

From Tax Year :

2017

To Tax Year :

2023

Enter Street Name :

Penn

Search

Reset

☐ Show Unpaid Taxes Only [View Hint](#)

[Changing Mailing Address Info?](#)

Show 100 entries

Filter Results:



Year	Tax Id	Street Address	Owner Name	Type	Base Tax	Total Due	
2023	5000014	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2023	0021498	501 SW PENN AVE	SANDERS, MARY	Real Estate	0.00	None Due	
2022	0021498	501 SW PENN AVE	SANDERS, MARY	Real Estate	0.00	None Due	
2022	5000082	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2022	5000053	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2022	0921498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2022	0821498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2021	0021498	501 SW PENN AVE	SANDERS, MARY	Real Estate	0.00	None Due	
2021	0321498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2021	5521498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2021	4421498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2021	3321498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2021	0521498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2021	0421498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2021	0221498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2021	0121498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2020	0021498	501 SW PENN AVE	SANDERS, MARY	Real Estate	0.00	None Due	
2020	0921498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2019	0521498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2019	0421498	501 SW PENN AVE	SANDERS, MARY	Special Assessment	0.00	None Due	
2019	0021498	501 SW PENN AVE	SANDERS, MARY	Real Estate	315.00	PAID	Print Receipt
2018	0021498	501 SW PENN AVE	SANDERS, MARY	Real Estate	314.00	PAID	Print Receipt
2017	0021498	501 SW PENN AVE	SANDERS, MARY	Real Estate	308.00	PAID	Print Receipt

Showing 1 to 23 of 23 entries (filtered from 240,428 total entries)

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12. 204 NW Theodore Ave.

COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBRUGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 10, 2024,
sold seperately and singly, in the manner provided by law, at tax resale and CITY OF BARTLESVILLE
bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

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

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

NOW, THEREFORE, this indenture made on June 10, 2024, between
the State of Oklahoma, by MELISSA THORNBRUGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE,
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 8,272.81

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

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 14 BLK 3 PARKVIEW	BARTLESVILLE 17140				8,272.81

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

In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set his (or her)
hand and seal the day and year aforesaid.

STATE OF OKLAHOMA

ATTEST:



By Melina Thornbrugh
County Treasurer

ACKNOWLEDGMENT

STATE OF OKLAHOMA

WASHINGTON COUNTY

} ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 10, 2024 personally appeared MELISSA THORNBRUGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

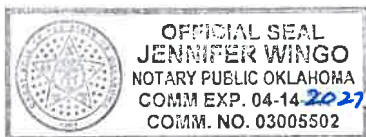
Witness my hand and notarial seal the day and year above written.

(SEAL)

My commission expires

April 14, 2027

Notary Public
(Or County Clerk)



No. _____

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

STATE OF OKLAHOMA, } ss.
County }

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk
By _____ Deputy



Washington County Treasurer
Melissa Thornbrugh

12. 204 NW Theodore Ave.

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State Map

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Credit Cards & Debit Card payments will have a convenience fee added by the Credit Card processing company.

E-Checks are free.



Melissa Thornbrugh, Treasurer

Location of Treasurer's Office:

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003
Phone: 918-337-2810
Fax: 918-337-2891
E-Mail: treasurer@countycourthouse.org
Office Hours: Monday - Friday 8:00 AM to 5:00 PM

Tax payments updated through 07-29-24 close-of-business.

Select Search Order :

View By Lot Block

Choose Addition Name

PARKVIEW

From Tax Year :

All Years

To Tax Year :

All Years

Enter Lot

14

Enter Block

3

Search

Reset

☐

Show Unpaid Taxes Only

View Hint

Changing Mailing Address Info?



Show 10 entries

Year	Tax Id	Lot/Block	Owner Name	Type	Legal	Base Tax	Total Due
2023	5000015	014-003	HERNANDEZ, SALVADOR LEAL & KATHERINE LEA	Special Assessment	LOT 14 BLK 3 PARKVIEW .	0.00	None Due
2023	0017140	014-003	HERNANDEZ, SALVADOR LEAL & KATHERINE LEA	Real Estate	LOT 14 BLK 3 PARKVIEW	0.00	None Due
2022	0017140	014-003	HERNANDEZ, SALVADOR LEAL & KATHERINE LEA	Real Estate	LOT 14 BLK 3 PARKVIEW	0.00	None Due
2022	5000090	014-003	HERNANDEZ, SALVADOR LEAL & KATHERINE LEA	Special Assessment	LOT 14 BLK 3 PARKVIEW .	0.00	None Due
2021	0917140	014-003	HERNANDEZ, SALVADOR LEAL & KATHERINE LEA	Special Assessment	LOT 14 BLK 3 PARKVIEW	0.00	None Due
2021	0517140	014-003	HERNANDEZ, SALVADOR LEAL & KATHERINE LEA	Special Assessment	LOT 14 BLK 3 PARKVIEW	0.00	None Due
2021	0417140	014-003	HERNANDEZ, SALVADOR LEAL & KATHERINE LEA	Special Assessment	LOT 14 BLK 3 PARKVIEW	0.00	None Due
2021	0017140	014-003	HERNANDEZ, SALVADOR LEAL & KATHERINE LEA	Real Estate	LOT 14 BLK 3 PARKVIEW	0.00	None Due
2020	0017140	014-003	HERNANDEZ, SALVADOR LEAL & KATHERINE LEA	Real Estate	LOT 14 BLK 3 PARKVIEW	0.00	None Due
2019	0017140	014-003	ELQUI INTERNATIONAL LTD CO	Real Estate	LOT 14 BLK 3 PARKVIEW	183.00	<div>PAID</div> <div>Print Receipt</div>

Showing 1 to 10 of 13 entries (filtered from 240,428 total entries)

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I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to modify the Keep Bartlesville Beautiful (KBB) Committee.

- Attachments: Proposed Ordinance

II. STAFF COMMENTS AND ANALYSIS

The KBB committee has been leading and coordinating beautification efforts in Bartlesville, focusing on main corridors, parks, and neighborhood revitalization. The committee has worked closely with city departments, local organizations, and the community to enhance the city's aesthetics and promote sustainability. Key accomplishments include:

1. **Community Engagement:** Engaging residents through public forums, town hall meetings, and clean-up efforts.
2. **Partnerships:** Collaborating with city departments like Parks and Recreation, Public Works, and Environmental Services.
3. **Project Identification and Implementation:** Focusing on high-impact areas, integrating sustainable practices, and maintaining existing beautification projects.
4. **Funding and Resources:** Securing a \$20,000 allocation in the 2024-2025 budget from the City Council and additional funds through grants and donations.
5. **Affiliation:** Achieving affiliation with Keep Oklahoma Beautiful/Keep America Beautiful for access to additional resources and best practices.
6. **Continuous Evaluation:** Regularly assessing the impact and effectiveness of beautification initiatives.

To allow for more community input and diverse perspectives, staff has proposed to remove the Community Development Director from the committee and replace them with another citizen. The Community Development Director will remain on as an ex officio member, ensuring professional insight while allowing for greater community representation.

This proposed change aims to enhance the community-driven nature of the committee and foster greater citizen engagement in beautification efforts.

III. RECOMMENDED ACTION

Approval of the ordinance amendment to restructure the Keep Bartlesville Beautiful (KBB) committee, replacing the Community Development Director with an additional citizen member, while retaining the Community Development Director as an ex officio member.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BARTLESVILLE, OKLAHOMA, MODIFYING
DIVISION 9 IN ARTICLE III - THE KEEP BARTLESVILLE BEAUTIFUL
COMMITTEE; STATING ITS PURPOSE AND OBJECTIVES; DEFINING ITS
STRUCTURE AND OPERATION; PROVIDING FOR MEMBERSHIP AND TERMS;
OUTLINING POWERS AND DUTIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Bartlesville recognizes the need to enhance the visual appeal and sustainability of the city; and

WHEREAS, a dedicated committee focused on beautification efforts can significantly contribute to the community's well-being and aesthetic environment; and

WHEREAS, the creation of the Keep Bartlesville Beautiful Committee will facilitate coordinated and effective beautification and sustainability initiatives throughout the city;

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

Section 1: Title

This ordinance shall be known as the "Keep Bartlesville Beautiful Ordinance."

Section 2: Findings and Purpose

The City Council of Bartlesville finds that enhancing the visual appeal and environmental sustainability of the city is of utmost importance. To achieve this goal, the City Council hereby establishes the Keep Bartlesville Beautiful (KBB) committee under Article III Division 9 of the City Code.

Section 3: Creation of Keep Bartlesville Beautiful

- A. The Keep Bartlesville Beautiful committee (hereinafter referred to as "KBB") is hereby established as a city government committee.
- B. KBB shall operate under the provisions set forth in the City Code, Article III Division 9, and these ordinances.

Section 4: Purpose of Keep Bartlesville Beautiful

The purpose of KBB shall be to lead, coordinate, and promote beautification efforts within Bartlesville, Oklahoma. The committee shall work towards enhancing the aesthetic appeal of the city, promoting sustainability, and fostering community engagement through collaborative initiatives, education, and advocacy.

Section 5: Composition of Keep Bartlesville Beautiful

- A. KBB shall consist of seven (7) members appointed by City Council representing various city departments, community organizations, local businesses, and residents from within the City limits.
- B. The committee shall include ~~the Community Development Director~~, one Council representative, a member from the Park Board, and ~~four (4)~~ five (5) representatives appointed by City Council.
- C. KBB shall have a Committee comprising the Chair, Vice-Chair, Volunteer Coordinator, Event and Education Coordinator, and Marketing Coordinator.
- D. The Community Development Director shall serve as an ex officio member of the committee.

Section 6: Term, vacancies, compensation, and meetings

- A. The term of office of the ~~four (4)~~ five (5) representatives appointed by City Council shall be three (3) years and until each member's successor in office has been appointed and qualified.
- B. Any vacancy that may occur for any reason may be filled for the unexpired term in the same manner as the original appointment.
- C. No consideration for services shall be allowed to any member thereof. Meetings of the KBB shall be in accordance with all open meeting laws.
- D. KBB shall hold regular monthly meetings as set by the committee. The Chairman may call special meetings.

Section 7: Duties and Powers of Keep Bartlesville Beautiful

- A. KBB shall actively engage in strategic planning, identifying beautification projects, and developing programs to enhance the city's visual appeal.
- B. The committee shall coordinate volunteer efforts, publicize success stories, and collaborate with local organizations to maximize community engagement in beautification, maintenance, and clean-up activities.
- C. KBB shall have the authority to solicit and accept funds, grants, donations, and other financial resources to support its beautification initiatives, subject to City Council approval.

Section 8: Reporting

KBB shall report to the City Council on its activities, progress, and financial status annually or as requested by the City Council.

Section 9: Effective Date

This ordinance shall take effect immediately upon passage and approval.

Section 10: Severability

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE
CITY OF BARTLESVILLE THIS 5th DAY OF AUGUST 2024.**

Dale Copeland, Mayor
City of Bartlesville

City Clerk
City of Bartlesville

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BARTLESVILLE, OKLAHOMA, MODIFYING
DIVISION 9 IN ARTICLE III - THE KEEP BARTLESVILLE BEAUTIFUL
COMMITTEE; STATING ITS PURPOSE AND OBJECTIVES; DEFINING ITS
STRUCTURE AND OPERATION; PROVIDING FOR MEMBERSHIP AND TERMS;
OUTLINING POWERS AND DUTIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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WHEREAS, the creation of the Keep Bartlesville Beautiful Committee will facilitate coordinated and effective beautification and sustainability initiatives throughout the city;

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Section 9: Effective Date

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Section 10: Severability

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE
CITY OF BARTLESVILLE THIS 5th DAY OF AUGUST 2024.**

Dale Copeland, Mayor
City of Bartlesville

City Clerk
City of Bartlesville

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to review and approve the City Council Meeting Rules of Procedure and to Develop and Adopt a Code of Ethics per Article 2, Section 9 and Article 2, Section 13, respectively, of the Amended City Charter following the recent amendments to the Amended City Charter.

Attachments:

1. Current Resolution 3661 establishing a format and rules of order for conduct of City Council meetings and repealing conflicting resolutions.
2. Current Resolution 3226 applicable to all elected officials, employees and members of Boards, Trusts, Committees and Authorities for the City of Bartlesville pursuant to Article 2, Section 13 of the Bartlesville City Charter.

II. STAFF COMMENTS AND ANALYSIS

The Amended Charter requires that, within 60 days of its approval by the Governor, which was approved and signed by Governor Stitt on June 5, 2024, the City Council undertake a review of its meeting rules of procedure per Article 2, Section 9 and develop and adopt a Code of Ethics per Article 2, Section 13. For informational purposes, both items are reviewed and approved every two years at the first regular meeting of the City Council following a Council election. The current resolutions are attached for your review. Staff does not recommend any changes at this time.

III. RECOMMENDED ACTION

City staff and I recommend no changes to Resolutions 3226 and 3661 and request approving/reaffirming the current resolutions at the next City Council Meeting.

RESOLUTION NO. 3661

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

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

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

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

Section 1. Format of Meeting

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

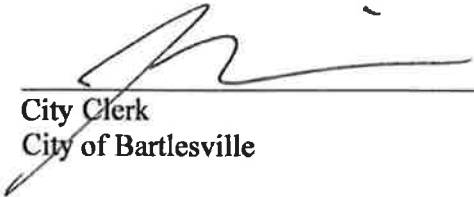
Section 2. Rules of Order

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

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

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5TH DAY OF DECEMBER, 2022.


Dale Copeland, Mayor
City of Bartlesville


City Clerk
City of Bartlesville



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



MISSION:

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

VISION:

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



About the League of California Cities

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

About *Western City* Magazine

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

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

About the Author

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

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

by Dave Rosenberg

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

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

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

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

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

framework for the orderly conduct of meetings.

2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. **Rules should be user-friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

The Chairperson Should Take a Back Seat During Discussions

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

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

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

The Basic Format for an Agenda Item Discussion

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Motions in General

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

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

The chair usually initiates the motion by:

1. Inviting the members to make a motion: "A motion at this time would be in order."

2. Suggesting a motion to the members: "A motion would be in order that we give 10-days' notice in the future for all our meetings."
3. Making the motion.

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

The Three Basic Motions

Three motions are the most common:

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

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

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

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

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

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

When Multiple Motions Are Before The Governing Body

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

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

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

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

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

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

To Debate or Not to Debate

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

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

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

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

A motion to fix the time to adjourn.

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

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

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

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

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

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

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

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

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

The Motion to Reconsider

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

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

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

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

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

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

Majority and Super-Majority Votes

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

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

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

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

Courtesy and Decorum

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Notes About Public Input

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

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

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

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

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

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RESOLUTION 3226

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

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

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

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

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

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

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

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

BARTLESVILLE CODE OF ETHICS

1. Conflict of Interest.

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

2. Legislators Employed by City

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

3. Recusal from Participation

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

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

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

4. Gifts

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

5. Preferential Treatment

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

6. Confidential Information

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

7. Political Activities

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

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

8. Patronage

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

9. Falsely Impugning Reputation

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

10. Honesty in Applications for Positions

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

11. Whistle-Blower Protection.

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

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

Attest:

M. B. B.
City Clerk



[Signature]
Mayor

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and approve addendum #2 to the Disposition and Development Agreement between the City of Bartlesville, Buffalo Roam, and Bartlesville Redevelopment Trust Authority.

Attachments:

Addendum #2 to Disposition and Development Agreement

II. STAFF COMMENTS AND ANALYSIS

Previously, the City of Bartlesville, Buffalo Roam, and Bartlesville Redevelopment Trust Authority have entered into a Disposition and Development Agreement that defined the rights and obligations of all three parties. This agreement forms the basis for the economic development transaction with Buffalo Roam. This agreement has previously been modified by addendum #1 and amendment # 1 that addressed certain technical provisions of the agreement that needed to be modified prior to closing.

Buffalo Roam's bank, Blue Sky, has requested one final addendum prior to closing. Addendum #2 removes the dates from Section 3.2. Section 3.2 currently states:

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

Event / Action

Construction Commencement

To Occur On or Before

30 days after Closing

but not later than December 31, 2023

Construction Completion

24 months after Commencement

but not later than December 31, 2025

The amended Section 3.2 merely strikes the highlighted dates while leaving intact the intended timelines.

Please schedule this for presentation and approval at the August City Council meeting.

III. RECOMMENDED ACTION

Approve the attached addendum.

SECOND ADDENDUM TO DISPOSITION AND DEVELOPMENT AGREEMENT

This Second Addendum ("Addendum") is made and entered into effective as of the ____ day of August, 2024, by and among the City of Bartlesville, Oklahoma, a municipal corporation ("City"), the Bartlesville Redevelopment Trust Authority, an Oklahoma public trust ("BRTA"), Buffalo Roam Studios LLC, an Oklahoma limited liability company ("Buffalo Roam" or "Developer"), and 520 S Osage, LLC, an Oklahoma limited liability company ("520 S Osage, LLC").

RECITALS:

WHEREAS, the City, BRTA, and Buffalo Roam entered into that certain Disposition and Development Agreement dated October 16th, 2023 ("Agreement"), concerning the conveyance and development of the property located at 520 South Osage Avenue, Bartlesville, Oklahoma 74003 ("Property");

WHEREAS, the parties amended the Agreement by that certain Addendum to Disposition and Development Agreement dated June 19, 2024 adding 520 S Osage, LLC, an Oklahoma limited liability company, as the intended owner of the Property and a party to the Agreement;

WHEREAS, the parties desire to amend the Agreement to clarify the Project Timeline as outlined in Paragraph 3.2 of the Agreement;

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

1. Paragraph 3.2 of the Agreement is hereby amended to read as follows:

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

<u>Event / Action</u>	<u>To Occur On or Before</u>
Construction Commencement	30 days after Closing
Construction Completion	24 months after Closing

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

2. All other terms of the Agreement shall continue in full force and effect.

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

CITY OF BARTLESVILLE, OKLAHOMA

a municipal corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

BARTLESVILLE REDEVELOPMENT TRUST AUTHORITY

an Oklahoma public trust

By: _____

Name: _____

Title: _____

BUFFALO ROAM STUDIOS LLC

an Oklahoma limited liability company

By: _____

Name: Jeff Smith

Title: Member

520 S OSAGE, LLC

an Oklahoma limited liability company

By: _____

Name: Jeff Smith

Title: Member