



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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, October 7, 2024
5:30 p.m.

Mayor Dale Copeland
918-338-4282

AMENDED 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 Kristy Rodgers, First Presbyterian 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 Library Board
 - 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 September 3, 2024.
 - b. **Approval and/or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
 - i. Appointment of Ms. Laura Jensen and Mr. Andrew Gilbert to three-year terms each on the Bartlesville Redevelopment Trust Authority at the recommendation of Councilmember Roszel.
 - ii. Appointment of Mr. John Howk to a three-year term on the Board of Adjustment at the recommendation of Mayor Copeland.
 - c. **Approval and/or Ratification of Agreements, Contracts, Engagement Letters, Proposals, and Memorandums of Understanding.**
 - i. Lease Agreement between Edward Smothers and the City of Bartlesville/Municipal Airport to store aircraft for aeronautical activity in Hangar 8.
 - ii. Professional Services Agreement between Heckenkemper Golf Course Design and the City of Bartlesville for agronomy consulting services for Adams Municipal Golf Course.
 - iii. Design Contract with CEC Corporation and the City of Bartlesville for engineering design for rehabilitation of six different asphalt streets included in the 2023 issuance of the 2020 General Obligation Bond.
 - iv. FY-2024 Audit Engagement Letter between Arledge and Associates P.C. and the City of Bartlesville to perform an audit of the City of Bartlesville financial statements.

- v. Agreement between TargetSolutions Learning LLC and the City of Bartlesville/Bartlesville Fire Department for online Fire/EMS/Hazmat training program and records management.
- vi. Facility Rental Agreement between The Center and the City of Bartlesville/Bartlesville Public Library for the annual downtown Spooktacular event.
- vii. Agreement between Kellogg and Sovereign Professional E-Rate Managements Services Fee Schedules and the City of Bartlesville/Bartlesville Public Library for FY 2025-2026 E-Rate services, covering E-Rate, Oklahoma Universal Service Fund and FCC's new Cybersecurity Pilot Project.
- viii. Hosted Services Agreement between Quipu Group, LLC and the City of Bartlesville/Bartlesville Public Library for FY 2025 to keep a record of customer incidents, i.e., accidents or removing customers due to policy infractions.
- ix. Authorization to the City Manager or his designee to sign Voluntary Labor Agreements for volunteer hours worked in exchange for complimentary golf at Adams Municipal Golf Course.
- x. Purchase and Sale Agreement for Jerry Benedict d/b/a Adams Golf Club.
- xi. Master Services Agreement with Parkhill, Smith, and Cooper for Airport Consulting Services.

d. Receipt of Land Donation

- i. Receipt of a donation of 0.14 acres +/- of land described as Lot 6, less the East 45 feet, of Block 19, Capitol Hill Addition to the City of Bartlesville, Washington County, Oklahoma, from Weare-West Family Trust, Arvest Bank, Trustee, addressed as 216 S. Wyandotte Ave.

e. Approval of Resolutions

- i. Amending the FY 2024-2025 Budget appropriating unanticipated grant revenue in the Restricted Revenue Fund of the Community Development Department for the use of grant funds from Phillips 66 for a tree planting program.
- ii. Amending the FY 2024-25 Budget appropriating unbudgeted revenue for the Police Department.

f. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report – September 2024.

g. Receipt of Financials

- i. Interim Financials for one month ending July 31, 2024.
- ii. Interim Financials for two months ending August 31, 2024.

h. Receipt of Bids

- i. Bid No. 2024-2025-006R for Tuxedo Bridge over Caney River
- ii. Bid No. 2024-2025-008 for Concrete
- iii. Bid No. 2024-2025-009 for Asphaltic Concreate & Aggregate Base
- iv. Bid No. ~~4043-4044-040~~ 2024-2025-010 for Custom Aerial Fire Apparatus

- 8. Discuss and take possible action to award Bid No. 2024-2025-006R for Tuxedo Bridge over Caney River. Presented by Councilman Schipper.
- 9. Discuss and take possible action to award Bid No. 2024-2025-008 for Concreate. Presented by Mayor Copeland.
- 10. Discuss and take possible action to award Bid No. 2024-2025-009 Part I for Asphaltic Concrete and Part II for Aggregate Base. Presented by Mayor Copeland.
- 11. Discuss and take possible action to award Bid No. 2024-2025-010 for the purchase of a custom aerial fire apparatus for the Bartlesville Fire Department. Presented by Mayor Copeland.

12. Public hearing and action on a request to close a portion of a 20-foot-wide utility easement located on the south side of Lot 1, Block 4, Corrected Plat for Covington Park, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, Director of Engineering.
13. Public hearing and possible action on proposed text amendments to the Zoning Regulations for the City of Bartlesville, such revisions shall include modifications to Section 7.3 (Child and Adult Care Facilities) and Section 4.2 (Permitted Uses in Residential Districts). Presented by Larry Curtis, Director of Community Development.
14. Presentation, discussion and possible action on the report and proposed recommendations for the strategic direction of Adams Municipal Golf Course. Presented by JJ Keegan.
15. Discuss and take possible action to approve a resolution directing City staff to develop a plan for a task force to recommend solutions to address the rise in Bartlesville's unsheltered homeless population and associated issues. Presented by Councilmember Schipper.
16. Discuss potential cost recovery methods for police and other City department expenses related to special events. Presented by Mike Bailey, City Manager.
17. New Business.
18. City Manager and Staff Reports.
19. City Council Comments and Inquiries.
20. Adjournment.

The Amended Agenda was received and filed in the Office of the City Clerk at 8:30 a.m. on Friday, October 4, 2024 and posted in prominent public view at City Hall the same day at 10:30 a.m.

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**

**Tuesday, September 3, 2024
5:30 p.m.**

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

MINUTES

(The Notice of Meeting was posted December 15, 2023 and the Agenda was posted August 29, 2024 at 5:30 p.m.)

City Council present were Mayor Dale Copeland, Councilmembers Trevor Dorsey, Loren Roszel and Quinn Schipper. Vice Mayor Jim Curd, Jr. was 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; Steve Roper, Engineer; Fire Chief H.C. Call; Deputy Fire Chief Brady Watson; Police Chief Kevin Ickleberry; Deputy Police Chief Andrew Ward, Police Captain Daniel Elkins; Police Corporal Brandon Meyer; Police Officer Zach Duncan; Security; and Elaine Banes, Executive Assistant.

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

Rev. Kelley Becker commented on the Pride Celebration and commended City administration for addressing safety concerns for everyone involved in the celebration. She commended the police department for their professionalism, and ultimately, she feels it is up to all citizens to make Bartlesville a safe community.

Shelle Griffith, Aaron Kirkpatrick, Wendell McWhorter, Roger Walker, John Hensley, Ryan Ridinger, Jim Henley, and Linda Uselman all presented comments with some providing personal testimony; all providing their disapproval of drag queens, and/or drag queen shows held in a public venue; comments on the expense of police presence, and some reading Bible scripture. Eddie Collins and Michael Stadelmaier signed up to speak but both said what they wanted to say had already been said.

- 5. City Council Announcements and Proclamations.**
 - Presentation to Mike Bailey for CMAO 2024 Gerald Wilkins Award for City Manager of the Year. Presented by Steve Whitlock, CMAO Executive Director.

- Recognition of the 100th Anniversary of Spirit Church by Councilman Roszel.
- National Payroll Week Proclamation September 2-6, 2024 presented by Mr. Roszel.
- Constitution Week Proclamation September 16-22, 2024 presented by Mayor Copeland.

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)

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

7. Consent Docket

a. Approval of Minutes

- The Regular Meeting Minutes of August 5, 2024.
- The Special Meeting Minutes of August 19, 2024.

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

- Appointment of Ms. Marianna Guerrero to a three-year term on the Community Center Trust Authority at the recommendation of Mayor Copeland.
- Reappointment of Ms. Donna Copeland and Mr. John Fusselman to additional three-year terms on the White Rose Cemetery Board at the recommendation of Mayor Copeland.
- Reappointment of Mr. Adam Hibdon to an additional three-year term on the City Planning Commission at the recommendation of Councilman Schipper.
- Reappointment of Ms. Kinder Shamhart to an additional three-year term on the Board of Adjustment at the recommendation of Mayor Copeland.

c. Approval and/or Ratification of Agreements, Contracts, Engagement Letters, Proposals, and Memorandums of Understanding.

- Magazine and Subscription Service Proposal between Rivistas Subscription Service and the Bartlesville Public Library/City of Bartlesville for Fiscal Year 2024-2025.
- Contract for License Plate Recognition (LPF) Camera Services between Flock Safety and the City of Bartlesville/Bartlesville Police Department.
- Contract for survey services between Polco Confluence, Inc. (Polco) and the City of Bartlesville, a platform that works to gather critical information from community stakeholders, assess needs and monitor resident satisfaction and government performance.
- Contract for digital tracking software services between Envisio Solutions, Inc. and the City of Bartlesville for tools to assist in improved data management and more effectively share information with the public, particularly as it relates to the Bartlesville NEXT Strategic Plan and voter-approved capital projects.
- Professional Service Contract with Brown Engineers for the high service pump variable frequency drive replacement at the water treatment plan.
- Agreement between the City of Bartlesville and Family YMCA of Bartlesville, setting out the roles and responsibilities for implementing the 2021 CDBG-Coronavirus Relief Program grant modification for rehabilitation of facilities to improve indoor air quality.

- vii. Design contract with Kimley-Horn & Associates, Inc. for engineering design for rehabilitation of four different concrete streets included in the 2023 issuance of the 2020 General Obligation Bond.
- viii. Proposal to purchase and for installation of shade structures for Tower Center at Unity Square.
- ix. Encroachment Agreement and Release of Liability with Sterling Enterprises, Inc. for part of Dink's parking lot that encroaches upon a portion of Frank Phillips Boulevard Right-of-Way.
- x. Discuss and take possible action to approve an agreement with the State of Oklahoma to receive and utilize annual funding received by the State as part of the Opioid Lawsuit Settlement Fund for additional opioid remediation purposes within the City of Bartlesville.

d. Approval of Resolutions

- i. Amendment to Resolution 3714 amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2024-2025, appropriating unanticipated grant revenue in the Restricted Revenues Fund of the Police Department for the FY 2024 Opioid Abatement Grant Award Agreement.
- ii. Amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2024-2025 appropriating unanticipated revenue in the Opioid Settlement Fund of the Police Department for the use of opioid settlement funds.

e. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report – August 2024.

f. Receipt of Financials

- i. Interim Financials for 12 months ending June 30, 2024.

g. Receipt of Bids

- i. Bid No. 2024-2025-004 for Adams Golf Club Greens Renovation Project.
- ii. Bid No. 2024-2025-005 for Bartlesville Police Evidence/Property Room Firearm Sale.
- iii. Bid No. 2024-2025-006 for Tuxedo Bridge over Caney River.
- iv. Bid No. 2024-2025-007 for LED Wall Package

Mayor Copeland read the consent docket in its entirety.

Mr. Roszel moved to approve the consent docket, seconded by Mr. Dorsey.

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

8. Discuss and take possible action to award Bid No. 2024-2025-004 for the Adams Golf Couse Greens Renovation Project. Presented by Councilman Dorsey.

Mr. Dorsey moved to award Bid No. 2024-2025-004 Base Bid and Alternates A2, A3, A4, A5, and A6 to Jonesplan, LLC, Tulsa, OK, in the amount of \$2,041,297.50, seconded by Mr. Roszel.

Voting Aye:	Mr. Roszel, Mr. Dorsey, Mr. Schipper, Mayor Copeland
Voting Nay:	None

Motion: Passed

9. Discuss and take possible action to award Bid No. 2024-2025-005 for Bartlesville Police Evidence Room Firearm Sale. Presented by Councilman Roszel.

Mr. Roszel moved to award Bid No. 2024-2025-005, to sell the lot of firearms to Black Rain Ordinance, in the amount of \$16,124.00, seconded by Mr. Schipper.

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

10. Discuss and take possible action to award Bid No, 2024-2025-006 for Tuxedo Bridge over Caney River. Presented by Councilman Schipper.

Mr. Schipper reported that all bids came in significantly over budget, due to the delays involving ODEQ requirements. Mr. Bailey added that the deck on the west bound lane is the priority. Mr. Siemers provided background information. Mr. Schipper acknowledged the work that Mr. Siemers and Mr. Roper put into their work on the project.

Mr. Schipper moved to reject all bids and readvertise the project with a reduced scope, seconded by Mr. Roszel.

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

11. Discuss and take possible action to award Bid No. 2024-2025-007 for LED Wall Package. Presented by Councilman Schipper.

Mr. Schipper reported that both bids received were over budget.

Mr. Schipper moved to reject all bids and readvertise the project with a reduced scope, seconded by Mr. Roszel.

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

12. Public hearing and possible action on a request from Dan Keleher on behalf of Patriot Hyundai for a new Planned Unit Development (PUD) and Site Development Plan for 3.26 acres at the southeast corner of Southport Drive and Washington Boulevard/US HWY 75. Presented by Larry Curtis, Director of Community Development.

Mr. Curtis reported that the request involves a new Planned Unit Development and Site Development Plan of 3.26 acres at the southeast corner of Southport Drive and Washington Boulevard/US Hwy 75. The applicant, Dane Keleher on behalf of Patriot Hyundai, seeks to develop an automobile dealership with a service area and outdoor display on the site, which currently includes a mix of vacant commercial buildings and residential structures. The structures will be removed and be re-platted. The facility will be located on the south side of the property with the dealership parking to the north. He reviewed the existing conditions, zoning and land use compatibility, site design, landscaping and residential protection. The

required neighborhood meeting was held with no attendance outside of City staff. The City Planning Commission and staff recommend approval subject to the following conditions: 1) maintain or replace existing trees as part of the residential protection screening behind the elevated car display, and if the existing trees cannot be maintained or replaced, an alternative residential protection screening method for the Zoning Regulations is required; 2) obtain a floodplain development permit before issuance of any building permits; 3. Plat the property before issuance of a Certificate of Occupancy; and 4) if the property is platted, no additional Site Development Plan will be required if all PUD design Statement requirements are met.

A brief discussion covered a buffer regarding trees that are currently in place and topography.

Mayor Copeland opened the public hearing at 6:49. Appearing to speak were John Hensley seeking clarification on the location of the main building and dealership parking. There being no one further come forward to speak, Mayor Copeland closed the public hearing at 6:50 p.m.

Mr. Schipper moved to approve to approve and adopt the Ordinance with conditions as presented, seconded by Mr. Dorsey.

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

- 13. Discuss and take possible action to authorize the City Manager and/or the City Attorney to send formal notice to Price Tower Arts Center (PTAC) to terminate the Memorandum of Understanding regarding the management, maintenance and operation of the Tower Green, also known as Unity Square, a city-owned facility located at 6th and Dewey; and to approve a Lease and Operating Agreement between the City of Bartlesville and the Bartlesville Community Center Trust Authority to provide the management, maintenance and operation of Tower Green, also known as Unity Square. Presented by Jess Kane, City Attorney.**

Mr. Kane reported that a Memorandum of Understanding between Price Tower Arts Center, Bartlesville Community Center Trust Authority and the City of Bartlesville was approved by the City Council on May 22, 2018 as a collaborative relationship setting out the management, maintenance and operation of Tower Green, now know as Unity Square. There has been significant changes to management at Price Tower in recent months. Due to those changes, he was contacted by Val Callaghan, Director of the Community Center, with concerns that PTAC would not be able to carry out their obligations set out in the MOU. Therefore, it is necessary to send formal notice of termination of the MOU to PTAC. The of Bartlesville and Bartlesville Community Center Trust Authority will continue to provide management, maintenance and operation of the park per the proposed Lease and Operating Agreement. This document is unchanged with the exception of the removal of PTAC from the agreement.

A brief discussion covered the management committee that was included in the Agreement with Mr. Kane confirming that the PTAC representation has been removed from the committee. Mr. Roszel addressed how food service will be provided due to PTAC being removed from the agreement. Mr. Kane and Mr. Bailey confirmed that Ms. Callaghan has already taken steps to provide food service/food trucks for events. Mayor Copeland

confirmed that management of Unity Square will continue to be conducted by the Community Center Trust Authority.

Mr. Dorsey moved to authorize the City Manager and/or the City Attorney to send formal notice to PTA to terminate the MOU, and to approve the Lease and Operating Agreement between Bartlesville Community Center Trust Authority and the City of Bartlesville as presented, seconded by Mr. Roszel.

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

14. Discuss and take possible action to approve a resolution pertaining to public safety, lewd acts in public, protests, and constitutional rights of the public in public spaces. Presented by Mike Bailey, City Manager.

Mr. Bailey reported that at the request of the City Council, he prepared the proposed resolution for consideration by the Council. This resolution embodies the direction he received from individual councilmembers and provides instructions to City Administration relating to the protection of the public and the preservation of the rights of all individuals within its jurisdiction during the planned Pride Celebration scheduled for September 14 at Unity Square. When the City and Council received notification that there will be a drag show held during this celebration, and given the public concern and protest that occurred during and after the last public drag show in September of 2022, the Council requested a resolution to ensure that the City is best prepared to address the concerns of citizens, protestors, performers, and attendees alike. Following the public discussions that occurred after the drag show in 2022, the Council entered into a one-year agreement with OKEQ – Bartlesville which required drag shows during the term of the agreement to be held indoors. Ultimately, OKEQ – Bartlesville decided not to hold a drag show at all during the period of this agreement. A great deal of legal precedent has been created across the country, since this agreement, and it played out exactly as City Attorney Kane advised prior to the passage of the agreement with OKEQ – Bartlesville.

Upon notification of a drag show on September 14, 2024, Mr. Bailey reported that the City Council provided input and information to him requesting that he prepare the proposed resolution that summarizes the legal environment and current jurisprudence related to the regulation of both drag and public protests. He explained that a resolution is not an ordinance and does carry the weight of law, but expresses the wishes of the City Council. He reviewed the resolution stating that as fully outlined in the resolution, the great weight of this jurisprudence grants constitutional protections to both drag and public protests. As such, the City Council desires to uphold these sacred rights for everyone involved while maintaining public safety and adherence with applicable laws. Both drag and public protests are regarded as Constitutionally protected freedoms of expression, both are still subject to certain laws and restrictions. These laws prohibit disturbances of the peace, indecent exposure, lewd acts, and reasonable time, place, and manner restrictions. The Council also desires to ensure that the Bartlesville police department continues to receive the highest level of training on these laws and the rights of all parties prior to the event and anticipated public protest of the event.

Mr. Bailey continued stating the resolution contains specific direction to the City Manager to provide sufficient police presence to address all of these issues in three assignments. These assignments and duties are based on the location of the anticipated protest, the grounds of

the event, and the performances. All assigned officers are to receive training specific to their assignment prior to the event. While the officers have received training specific to these areas in the past through a partnership with the District Attorney's office, the Council wishes to ensure that all new officers are fully trained and existing officers are up to date. These officers are also to be provided with body worn cameras which shall be utilized at all times when the officer is on duty. The Council also encourages open communication with all parties involved to ensure the safe and efficient execution of these duties.

Mr. Bailey concluded that he believes that the proposed resolution captures the intent of the Council as it has been communicated to him by the entire body of the Council in individual discussions. This resolution has also been reviewed by the City Attorney who believes all statements and actions contained in the resolution to be factual and to be permissible within the authority granted to the City. He stated that he also believes that all requested actions are within the authority and capability of the City. He added that it would be irresponsible if police presence were not provided for public events, that providing police presence is simply doing the job of protecting public peace and public safety.

Mayor Copeland stated that the resolution is a very thorough treatment of a subject that brings out great feelings and emotions but must be dealt with logic and reason. Each Council member takes an oath to uphold the Constitution, whether disagreeing with the subject matter or not.

Mr. Dorsey stated that there are many special events and City permits are required that include City services. He added that many cities have researched costs associated with providing those services, and he asked that City staff research other cities how these expenses are managed. Mr. Bailey stated that the City does have a special event permitting process in place and would be happy to research costs and how other cities address those expenses.

Mr. Roszel added his appreciation to the police department and City staff for bringing this forward. He thanked everyone who uses City parks and facilities for taking care of the area, following the contractual use. He feels this resolution is a good representation of the work that has been conducted by staff over the past two years.

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

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

Mr. Bailey added that Vice Mayor Curd wished to have his approval and support of the resolution be provided to the Council following the vote. Mayor Copeland added his appreciation to those he visited with regarding this subject for their reasonable and rational discussion to come together as a community to live in peace.

15. New Business.

There was no new business.

16. City Manager and Staff Reports.

There were no reports provided.

17. City Council Comments and Inquiries.

Mayor Copeland congratulated Mr. Bailey on being recognized and awarded as City Manager of the Year. He also acknowledged Mr. Bailey's qualified staff. Mr. Bailey thanked him, stated his appreciation of the award, and of the kind words he has received from citizens. He acknowledged his staff, stating he is grateful to be surrounded by such a great team who made this recognition possible.

Mr. Roszel also congratulated Mr. Bailey and on City staff.

Mayor Copeland reminded citizens that due to the Labor Day holiday, those with Monday trash routes will have their trash picked up tomorrow, Wednesday.

18. There being no further business to address, Mayor Copeland adjourned the meeting at 7:29 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint Laura Jensen and Andy Gilbert to a new three-year term on the Bartlesville Redevelopment Trust Authority. The positions were vacated by Blair Ellis and Dave Nelson, whose terms have concluded.

Attachments: Two Applications.

II. STAFF COMMENTS AND ANALYSIS

Blair Ellis was appointed in November 2018 for a three-year term ending in September 2021 and reappointed for a second three-year term in September 2021. Her second and final term expired on September 30, 2024.

Dave Nelson was appointed in September 2013 to complete Sara McGee's unexpired three-year term, which expired in September 2018. He was appointed to a full three-year term in November 2018, which expired in September 2021. Because he filled an unexpired term in 2013, he was eligible to be re-appointed to a final three-year term in September 2021. That term expired on September 30, 2024.

Laura Jensen brings a wide range of experience to the BRTA as a professional and community volunteer. She currently serves as the Executive Director of the Bartlesville Community Foundation. Her background includes six years in banking and seven years in the nonprofit sector through community foundation work. Jensen served on the City of Bartlesville's Board of Adjustment for six years and was a Board Member of Bartlesville Young Professionals. Her education has been in public health and gerontology and includes a master's degree in business. Her application is included for your review.

Andrew (Andy) Gilbert, also has a wide range of knowledge and experience that fits well with BRTA. Gilbert has worked for 20 years in management consulting focused on multiple disciplines in federal, state, and local work as an urban planner and a real estate developer, investor, and entrepreneur. His education includes a master's degree in urban planning and a master's degree in business administration, and he is a certified project management professional. He lives and manages two buildings downtown and other properties in Bartlesville and Washington County. Locally, he serves as a volunteer mentor, coach, and advocate for local businesses and entrepreneurs. Gilbert also played an instrumental role in a volunteer committee comprising the BRTA, the City Planning Department, downtown property owners, and community volunteers that helped create a sub-grant under the Façade Improvement Grant Program in the Downtown Commercial Increment District. Andrew Gilbert's application is included for your review.

III. RECOMMENDED ACTION

BRTA Board of Trustees, Staff, and Councilman Loren Roszel recommend the appointment of Laura Jensen and Andrew Gilbert for a new three-year term at the next available City Council meeting.

From: no-reply@bitbrilliant.com <no-reply@bitbrilliant.com>
Sent: Monday, June 10, 2024 11:25 AM
To: Elaine Banes <rebanes@cityofbartlesville.org>
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:	
<ul style="list-style-type: none">Bartlesville Redevelopment Trust Authority	
Name	
Laura Jensen	
Residential Address	
3721 Ravenwood Dr Bartlesville, OK 74006 Map It	
Work Phone	
(918) 337-2287	
Cell Phone	
(316) 435-2779	
Email	
laura@bartlesvillecf.org	
Ward Number	
2	
What in your background qualifies you for service on the committees chosen (volunteer work, education, employment)?	
My background includes 6 years in banking and 7 years in the nonprofit sector through community foundation work. I served on the City of Bartlesville's Board of Adjustment for 6 years, chamber advocate, and board member of Bartlesville Young Professionals and Run the Streets, event volunteer for Washington County Elder Care, and Big Brothers Big Sisters. In my work, I frequently encounter passionate community members ready to start projects to enhance our town. Having a better understanding of what currently exists I can refer motivated community members to build collaborative partnerships with those who are like minded. My education has been in public health, gerontology and a masters degree in business.	
Tell us about your previous community involvement and the duration of your involvement.	
Run the Streets Volunteer for 4 years, board member for 3 years - president one year and treasure one year. City Board of Adjustment served for 6 years, committee chair 2 years. Young Professionals Board Member 3 years. Leadership Bartlesville Class 27.	
What would you like to see this board, commission, committee or authority accomplish?	
I would like to have a better understand of the impact this authority has on our community so I can be a better advocate.	

Sent: Tuesday, January 10, 2023 12:34 PM

Please check the ones you wish to serve on:

- Bartlesville Redevelopment Trust Authority

Name

Andrew Gilbert

Address

222 SE Frank Phillips Blvd, Unit 2
Bartlesville, Oklahoma 74003
[Map It](#)

Home Phone

(918) 810-7614

Cell Phone

(918) 810-7614

Email

andy@herculescapitalgrp.com

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

I have the following certifications, education, and work experience that will support my service with the Bartlesville Redevelopment Trust Authority: Certified Project Management Professional, Certification in City and County Government University of North Carolina Chapel Hill, Masters Degree in Urban Planning from the University of California Los Angeles, Masters of Business Administration from Duke University, 20 years of management consulting work focused on multiple disciplines, four years as an urban planner in Wake County North Carolina, real estate investor, and entrepreneur.

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

I am a recent transplant to the Bartlesville community. I moved here to be active in the management of real estate assets I have in the City of Bartlesville and Washington County more broadly. I currently volunteer on the Fuqua Alumni Council as part of my relationship with Duke University's Fuqua School of Business. I have been mentoring Duke University MBA students and supporting admissions interviews for MBA candidates for the past five years. Prior to this I was the Vice President of Membership Development with the Hawaii Chapter of the Association of the United States Army.

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

I have extensive experience with strategy development and converting strategy to action. I'd like to bring that skill set to help the Bartlesville Redevelopment Trust Authority continue making progress with its existing successes. Community development is a balancing act of many competing priorities (e.g., housing, labor force development, robust small business environment) that need leadership and guidance to realize an end state vision that leads to sustainable growth and economic development for the community at large. My experience bridging multiple stakeholder requirements into a cohesive vision will support BRTA's efforts more broadly and help provide leadership for its compelling vision for downtown.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to appoint John Howk to the Board of Adjustment.

Attachments:

Application – John Howk

II. STAFF COMMENTS AND ANALYSIS

Bruce Kinkade's second term on the Bartlesville Board of Adjustment ended September 2024.

John Howk has applied to serve in his place, indicating his desire to continue the important work of the BOA. Mr. Howk has civic engagement experience through his service as President of his neighborhood's Homeowners' Association, as well as serving on the Board of Directors for OKM Music and Cherokee Area Council Scouts BSA. This experience and his understanding of the role of the BOA make him a well-suited candidate.

III. RECOMMENDED ACTION

Appoint John Howk to the Board of Adjustment for a three-year term.

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Wednesday, August 30, 2023 2:12 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Rec'd JB

*cc: Larry Curtis
Micah Snyder*

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- City Board of Adjustment

Name

John Howk

Address

1824 Glynnwood Drive
Bartlesville, Oklahoma 74006
[Map It](#)

Home Phone

(918) 766-0669

Work Phone

(918) 293-7572

Cell Phone

(918) 851-9695

Email

Johnkhowk@icloud.com

Ward Number

Ward 3

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

- Undergraduate and Master Degree
- Financial Advisor with Bank of Oklahoma
- Past President of the Glynnwood Homeowners Association
- Board of Directors, OKM Music
- Board of Directors, Cherokee Area Council Scouts BSA

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

Past President of the Glynnwood Homeowners Association - 5 years

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

I would like to see the Board continue their good work in settling requests for variances and zoning permits for the Bartlesville Community.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Enter into a lease agreement with Edward Smothers to store aircraft for aeronautical activity in Hangar 8 at the Bartlesville Municipal Airport.

Attachments:

City of Bartlesville/Edward Smothers Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

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

III. BUDGET IMPACT

Revenue: \$200.00 monthly or \$2,400 Annually

IV. RECOMMENDED ACTION

Staff recommends entering into a lease agreement with Edward Smothers for approx. 900 sq. ft. in hangar 8.

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

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

RECITALS:

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

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

WITNESSETH:

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

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

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

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

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

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Two hundred and NO/100 Dollars (\$200.00) per calendar month. All such payments shall be made to Lessor, at the following address:

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Utilities. Lessee understands utilities are provided to the Leased Premises, the cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: Edward Smothers
13302 E. 66th Street North
Owasso, OK 74055

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____
Name: _____
Title: Mayor, City of Bartlesville

Date: _____

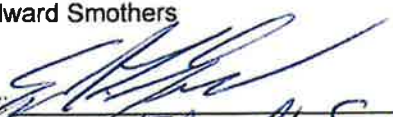
ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

Edward Smothers

By: 
Print Name: Edward L. Smothers Jr
Title: Owner / operator

Date: 8-31-24

Exhibit "A"
(Description of Leased Premises)

Approx 900 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional services agreement with Heckenkemper Golf Course Design for agronomy consulting services for Adams Municipal Golf Course.

Attachments:

Heckenkemper Agronomy Consulting Services Agreement

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville City Council awarded a contract to Jonesplan, LLC at the regular meeting in August, 2024 to reconstruct the greens at Adams Golf Course. The project was approved by voters in both the 2020 General Obligation (GO) Bond and 2023 GO Bond elections. The contract with Jonesplan includes replacing greens on all 18 holes of the golf course as well as the chipping green, putting green, and nursery. The construction will most likely begin November 1, 2024 and the contract required that the greens be seeded by April 1, 2025 to provide sufficient grow-in of the greens to have them playable and open in time for the 2025 United Way Tournament in mid-September, 2025. To ensure successful grow-in of the seeded bentgrass greens and to develop an on-going greens program to provide high quality turf conditions, staff have worked with our design consultant on the project to provide “grow-in consulting” services. Heckenkemper Golf Course Design works with John Streachek, who provides agronomy services to help facilitate proper conditions for optimum growth on the greens along with a plan to ensure high quality turf conditions through the life of the greens. The proposed professional services agreement is a time and materials agreement estimated to cost between \$10,000 and \$20,000 but is not to exceed \$25,000.

III. BUDGET IMPACT

\$700K was approved in the 2020 GO Bond for the greens project. \$1.2MM was also approved in the 2023 GO Bond and the City has received an additional \$500k from the Lyon Foundation for a total budget of \$2.4MM. \$245k has been spent or allocated to date for design services and the construction contract was awarded to Jonesplan for \$2,041,297.50. The remaining available budget for this project is \$113,702.50. There is sufficient funding remaining to cover the maximum amount of \$25,000 for the agronomy consulting services.

IV. RECOMMENDED ACTION

Staff recommends approval of the Professional Services Agreement with Heckenkemper Golf Course Design for agronomy consulting services not to exceed \$25,000.

PROFESSIONAL SERVICE AGREEMENT

This Agreement is entered into this ____ day of _____, 2024, between the Adams Golf Course (hereafter referred to as the "Adams GC"), and Heckenkemper Golf Course Design, a division of PDG, LLC (hereafter referred to as the "Consultant"), whose principal office is located at 5314 S. Yale Ave, Suite 510, Tulsa, Oklahoma 74135.

SCOPE OF SERVICES

It is the intention of Adams GC to retain Consultant to advise and help coordinate maintenance functions of the 18-hole championship Adams golf course. The primary objectives will be to ensure a successful grow-in of the seeded bentgrass greens and to develop an on-going greens program that provides high quality turf conditions. PDG and our agronomy consultant John Streachek have been involved in many grow-in projects. The services to be included are:

- 1) Assist the golf course superintendent in developing a grow-in program for the new putting greens to include:
 - A) Review rootzone mix to determine proper fertilization products, rate and when to apply.
 - B) Prepare a weekly schedule from pre-plant applications through the initial four months.
 - C) Prepare a schedule of best management practices for putting green management through all of 2025.
 - D) Make site visits as necessary to ensure the program is being implemented in accordance with industry standard grow-ins.
 - E) Be available for phone calls to discuss concerns or unforeseen occurrences.
- 2) Soil Fertility Testing - Using Thomas Turf Laboratory or equal, conduct basic soil fertility analysis in order to properly balance conditions that will provide the most optimum growing environment. Proper testing is required to ensure that the soil ph and micronutrients are balanced in order to achieve maximum results of applied products as well as to encourage microbial activity. Using Thomas Turf Laboratory will permit consistency in testing data and lead to better long-term monitoring.
- 3) Turf Tissue Analysis - Using Thomas Turf Laboratory or equal, conduct tissue analysis to determine actual uptake of nutrients by the creeping bentgrass. This information will be evaluated along with the soil analysis from the greens in order to make adjustments so as to provide the most optimum growing environment. Using Thomas Turf Laboratory will permit consistency in testing data and lead to better long-term monitoring.

- 4) HGCD will fulfill the scope of service outlined in this agreement based upon these hourly rates:

John Streachek, Agronomist

\$ 125 per hour

- 5) Testing and related packaging and shipping will be billed as a reimbursable expense at the direct cost.
- 6) Implementation of this scope of work is estimated to cost \$10,000 to \$20,000, but is not to exceed \$25,000, through December 2025.
- 7) Reimbursable Expenses include actual expenditures made by the Consultant, for mileage to and from Rogers, AR, lodging and meals when in Bartlesville

TERMINATION OF AGREEMENT

This Agreement may be terminated at any time by Adams upon fourteen (14) days written notice to the Consultant. At the time of such termination, the Consultant shall be paid for all Reimbursable Expenses or services performed or incurred prior to or on the termination date.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between Adams GC and the Consultant and supersedes all prior negotiations, representations, or agreement either written or oral. This Agreement may be amended only in writing and executed by the parties hereto.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, the laws of the State of Oklahoma shall govern this Agreement.

This Agreement consisting of two pages is entered into as of the day and year first written above.

ARCHITECT:

Heckenkemper Golf Course Design

OWNER:

Adams GC

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a design contract with CEC Corporation for engineering design for rehabilitation of six different asphalt streets included in the 2023 issuance of the 2020 General Obligation Bond.

Attachments:

CEC contract with scope of work and fees

II. STAFF COMMENTS AND ANALYSIS

The 2023 issuance of the 2020 General Obligation Bond (GO Bond) included asphalt street rehabilitation projects on six different streets. The streets included are as follows:

- Highland Drive from Sunset to Aledo
- Dewey Avenue from Adams Blvd to 16th Street
- Southport Drive from Quarry Park Drive to Clipper Ct, including Clipper Ct
- Quail Ridge Road from Adams Blvd to Baylor Drive
- Cambridge Court from Rice Creek Rd to Williamsburg Street
- Braddock Road from Claremont Drive to Camelot

Quail Ridge Road, Cambridge Drive and Braddock Drive were identified as priority projects, while Highland Drive, Dewey Avenue and Southport Drive are discretionary projects. Each project consists of minor full depth patching followed by milling and overlay. Minor amounts of curb and gutter may be replaced as needed.

Staff has negotiated a contract with CEC Corporation (CEC) for engineering design services on this project. The scope of work includes production of construction documents and bidding services. The City of Bartlesville has contracted with CEC on multiple projects in the past, including reconstruction of Tuxedo Blvd from Madison to Bison, the Shawnee Sidewalk Extension project from Valley to 16th Street and the Lee Lake Parking Lot and Access Road project.

III. BUDGET IMPACT

The approved budgets for the projects are as follows:

Highland (Sunset to Aledo)	\$200,000
Dewey (Adams to 16 th)	\$375,000
Southport (Quarry Park to Clipper Ct)	\$265,000
Quail Ridge (Adams to Baylor)	\$250,000
Cambridge Ct (Rice Creek to Williamsburg)	\$225,000

Braddock (Claremont to Camelot)

\$200,000

The total budget for the project is \$1,515,000. Design services were factored into the budgets to use if necessary. Historically, this type of design work has been completed with Engineering Department staff, but with the current workload and staffing, the intent is to expedite projects by contracting out design. CEC's proposal of \$88,500 is just over 5.8% of the total budget for the project. This fee percentage is in line with the type of design package needed for a rehabilitation project like this as opposed to some projects that require more detailed design. The only impact to the budget will be utilizing funding set aside specifically for these projects as part of the 2023 issuance of the 2020 G.O. Bond.

IV. RECOMMENDED ACTION

Staff recommends awarding the design contract for the 2023 GO Bond Asphalt Street Rehabilitation projects to CEC Corporation in the amount of \$88,500.00.



CEC

ENGINEERING CONTRACT FEE PROPOSAL

FOR

CITY OF BARTLESVILLE
BARTLESVILLE, OK

ASPHALT STREET REHABILITATION

BARTLESVILLE, OK
AUGUST 29, 2024

CEC Corporation
1300 S. Main Street
Tulsa, OK 74137
Phone: 918.663.9401
www.connectcec.com



GENERAL SCOPE OF SERVICES

CEC Corporation (hereinafter referred to as CEC) proposes to provide professional services as described herein to the City of Bartlesville (hereinafter referred to as CLIENT). The following is a scope of services associated with performing geotechnical services and the engineering design for the pavement rehabilitation of the following streets in the City of Bartlesville: Highland Drive from Sunset Blvd. to Brentwood Road, Dewey Ave from Adams Blvd to 10th Street, Dewey Ave from 12th Street to 16th Street, Southport Drive from Quarry Park Drive to Clipper Court, including Clipper Court, Quail Ridge Road from Adams Blvd to Baylor Drive, Cambridge Court from Rice Creek Road to Williamsburg Street, Braddock Road from Claremont Drive to Camelot Drive. See the location maps below.



Project Location Map 1



Project Location Map 2

GEOTECHNICAL

- See attached scope of services for CEC Geotechnical

CD TASK – CONSTRUCTION DOCUMENT PHASE

- Design for the pavement rehabilitation by means of mill, patch and asphalt overlay at the locations mentioned above.
- Submit digital pdf of the Preliminary Design Plans (60%) with construction cost estimate to the City of Bartlesville for review.
- Perform one (1) site visit to verify patch locations and any possible conflicts.
- Upon acceptance of the Preliminary Design Plans, CEC will begin preparation of the Final Design Plans (90%).
- Submit digital pdf of the Final Design Review Plans with construction cost estimates to the City of Bartlesville for review.
- Attend up to two (2) design review meetings with the City of Bartlesville.
- Attend one (1) Public meeting, if required.

- Prepare special technical specifications.
- Upon acceptance of the Final Design Review Plans, CEC will provide final signed and sealed plans and specifications.

All construction documents will meet state and local requirements.

BD TASK – BIDDING PHASE

- Address contractor's questions and issue addenda, as needed.
- Attend pre-bid conference.
- Prepare bid tabulation.
- Assist in awarding the contract.

ITEMS *EXCLUDED FROM THE SCOPE OF WORK*

- Topographic Survey
- Boundary Survey
- Study or design of possible alternate alignments
- Legal descriptions or exhibits for required permanent or temporary easements
- Any revisions, modifications or alterations for existing public or private utility
- Detailed drainage design
- Construction or right-of-way staking
- Design or relocation efforts of conflicting utilities
- Design of retaining walls, sheet piling, or any other structural design
- An environmental study or report of any kind
- Attend bid opening
- Attend pre-construction meeting
- Answer general construction questions
- Review construction submittals
- Attendance at Contractor's periodic construction progress meetings
- Review of Contractor's monthly payment applications
- On-site material testing and/or construction inspection
- Prepare Record Drawings

The CLIENT reserves the right to include the above items as a supplement to this proposal and CEC shall be paid for additional services through a separate agreement.

PROJECT SCHEDULE

Following receipt of our Notice to Proceed, it is expected that CEC personnel can begin working on the project within two (2) weeks.

Notice to Proceed	Anticipated October 2024
Preliminary Plan Submittal (60%)	45 Days following NTP
Final Review Plan Submittal (90%)	45 Days following Review of 60% plans
Final Signed Plan Submittal (100%)	15 Days following Review of 90% plans

ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work.

REIMBURSABLE EXPENSES

The costs for project related reimbursable expenses listed below will be billed at direct cost and only with prior approval of CLIENT.

- Fees paid for securing jurisdiction approval or permitting services
- Reproduction expenses
- Mailing expenses

PROPOSED ENGINEERING CONTRACT FEE SUMMARY

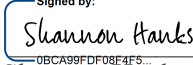
Geotechnical (Lump Sum)	\$	14,000.00
CD TASK – Construction Document Phase (Lump Sum)		
• Preliminary Design	\$	45,400.00
• Final Design	\$	24,200.00
BD TASK – Bidding Phase (Lump Sum)	\$	4,900.00

TOTAL Proposed Engineering Fee \$ 88,500.00

COMPENSATION FOR SERVICES

We sincerely appreciate the opportunity to submit this engineering contract fee proposal. If the terms are agreeable, please sign and return a scanned copy/hard copy to me via email (*shannon.hanks@connectcec.com*) or at the address listed on the cover page. If you have any questions or need additional information, please call Shannon Hanks or Jacob Campbell at 918.663.9401

Submitted for approval by:

Signed by:

Shannon Hanks, PE
Municipal Practice Leader
CEC Corporation

Date: 8/29/2024 | 10:01 AM CDT

Accepted by:

By: _____

Print: _____

Date: _____

- Notes:
1. The fee shall be invoiced by CEC on a progressive basis either monthly or in accordance with formal design review submissions and monthly construction progress as directed by CLIENT.
 2. The fee presented is based on current hourly rates and is valid if contracted within 90 days from the date listed on the cover sheet.
 3. CEC reserves the right to revisit the proposal scope and fee should the project be placed on hold for more than 90 days.
 4. The work provided in the proposed scope shall be performed on a lump sum basis with amounts not to be exceeded for each task, with the exception of the Construction Administration Phase. Hourly rates are as attached Oklahoma Municipal Rate Schedule 2024. Rates are subject to change annually beginning in January 2025
 5. Invoicing shall be conducted on a monthly basis.
 6. If this Agreement is terminated, CEC shall be paid for services performed to the effective date of termination.

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms and Conditions, together with the attached proposal, make up the Agreement between the named Client and CEC Corporation (CEC). Before countersigning the Agreement or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and CEC.

1. Scope. The scope of work for the Engineering Services to be provided is specifically set forth in the attached proposal, submitted to Client by CEC. If Client requests a change in the scope of the Services to be provided, CEC reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that CEC is providing the Services only and is not providing or participating in the provision of any product(s). CEC will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

2. Standard of Care. CEC will perform the services consistent with and limited to the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied apply. The Client will notify CEC in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give CEC a reasonable opportunity to correct these deficiencies.

3. Client's Responsibilities. Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by CEC for its ordinary conduct of business. Client will provide CEC with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before CEC performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. CEC will rely on the documents and information provided by the Client. The Client grants CEC and its sub-consultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for CEC to enter the site and perform the services. Client will provide CEC with written verification of site access permission upon request.

4. Payment. Client will compensate CEC for the services at its standard rates, and reimburse its expenses. CEC will submit periodic invoices that are due upon receipt, regardless of Client's receipt of payments from third parties. The Client will notify CEC in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 1½ percent per month or the maximum lawful rate. CEC may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination, plus termination and collection costs, including reasonable attorneys' fees and expenses. CEC reserves the right to withhold final reports, letters of compliance, or any other relevant document until all past due invoices have been paid. The attached price list shall be adjusted annually as of the date of execution for this agreement.

5. Limits on CEC Responsibility. CEC will not be responsible for the acts or omissions of any others, except for its employees and sub-consultant(s). CEC will not supervise, direct or have control over any contractor's work. CEC will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Client acknowledges that CEC does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.

6. Changed Conditions. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. CEC will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. In the event of an emergency, CEC may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. CEC will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond CEC's reasonable control. The Client will compensate CEC for any increase in its costs resulting from any of these factors.

7. Documents and Information. All documents, data, calculations and work papers prepared or furnished by CEC are instruments of service and will remain CEC's property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to CEC and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify CEC against any liabilities resulting there from. Any technology, methodology, or technical information learned or developed by CEC will remain its property.

8. Confidentiality and Subpoenas. Information about this Agreement and CEC's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as CEC believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. CEC will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse CEC to respond to any subpoena or governmental inquiry or audit related to the services at CEC's standard rates then in effect.

9. Insurance. During the work, CEC will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts: Workers compensation statutory amount; General liability \$1,000,000 per occurrence, \$2,000,000 aggregate; Auto liability \$1,000,000 per accident; Professional liability \$2,000,000 aggregate. CEC will furnish certificates of insurance upon request. CEC will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and the costs to obtain the additional coverage.

10. Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of CEC and its affiliates and sub-consultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to the compensation received by CEC under this agreement or \$25,000 whichever is greater. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to CEC more than ten (10) years after substantial completion of the services or, if shorter, the applicable statute of limitations period. CEC will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. CEC shall not be liable in any event for any special or consequential damages suffered by the client arising out of the services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

11. Disputes. All disputes between the Client and CEC shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.

12. Assignment. Client may not assign the Agreement between CEC and Client without the prior written consent of CEC.

13. Delivery/Force Majeure. CEC shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of CEC.

14. Other. This Agreement shall be governed by Oklahoma law. This Agreement becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by all parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. If these Terms and Conditions have been provided to you, CEC must receive this fully executed document or written authorization to commence services. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve Engagement for Audit Services with Arledge and Associates P.C

Attachments:

Engagement Letter

II. STAFF COMMENTS AND ANALYSIS

The City is required to annually perform an audit of financial statements of the government activities, business type activities, each major fund, and aggregate remaining fund information, including related notes to those financial statements. The Council through the RFP process has chosen Arledge and Associates to perform this engagement. Cost of the engagement is \$41,700 and an additional \$5,000 for the Single Audit.

III. RECOMMENDED ACTION

City Staff recommends approval of Arledge and Associates due to their expertise and overall quality of service. This will be the eighth year the City had contract with Arledge and Associates.



FY-2024 AUDIT ENGAGEMENT LETTER

September 29, 2024

To the Honorable Mayor and Members
of the City Council of The City of Bartlesville, Oklahoma

We are pleased to confirm our understanding of the services we are to provide the City of Bartlesville, Oklahoma (the "City") for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules;
- 3) Pension Plan Funding Schedules; and
- 4) Other Post Employment Benefit Plan Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

- 1) Combining schedules
- 2) Schedule of expenditures of federal awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on

-
- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
 - Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.



In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the



provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed,



the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Other Services

We will also assist in preparing the schedule of expenditures of federal awards and related notes of the City in conformity with accounting principles generally accepted in the United States of American and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Mayor and City Council of the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.



The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$41,700. Additionally, we will charge a fixed rate of \$5,000 for the first major program under the single audit testing and \$2,500 for each additional major program as required. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additional bound copies are available for \$.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. The fee is also based on the assistance of Crawford & Associates, P.C. in preparing the City's financial statements. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fee includes Single Audit services, as described above. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our audit of the City's financial statements and Single Audit. Our reports will be addressed to the Mayor and City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's



report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this external audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to the City of Bartlesville, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Bartlesville, Oklahoma.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consent Docket – Contract/Agreement for TargetSolutions Learning LLC. And the City of Bartlesville/Bartlesville Fire Department for online Fire/EMS/Hazmat training program and records management.

Attachments: TargetSolutions Learning LLC Agreement.

II. STAFF COMMENTS AND ANALYSIS

TargetSolutions was built to help fire departments manage, deliver, track and report training and compliance. Now, as a part of Vector Solutions, their focus is on delivering the leading package of tools for fire service operational readiness. TargetSolutions provides access to 450+ hours of firefighter training. Allowing us to deliver custom content, track progress, earn certificates, and manage all training and compliance tasks with one convenient platform. This will aid our

III. BUDGET IMPACT

\$8,600.00 initial year and \$7,860.00 each year thereafter.

IV. RECOMMENDED ACTION

Staff recommends approval of the contract.

**TargetSolutions Learning, LLC Agreement
Schedule A****Date:** Wednesday, August 14, 2024**Client Information**

Client Name: Bartlesville Fire Department (OK)	
Address: 401 S. Johnstone Ave. Bartlesville, OK 74003	
Primary Contact Name: H.C. Call	Primary Contact Phone: 918-440-9937

Agreement Term

Effective Date: 09/30/2024	Initial Term: 36 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: H.C. Call		
Billing Address: 401 S. Johnstone Ave. Bartlesville, OK 74003		Billing Phone: 918-440-9937 Billing Email: hcall@cityofbartlesville.org
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	75	\$99.00	\$7,425.00
TsMAINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$435.00	\$435.00

Annual Total: \$7,860.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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TSPS-IMP	Vector LMS, TargetSolutions Edition Implementation Investment	One Time set-up and implementation fee; includes site customization, training and data upload support	1	\$800.00	\$800.00
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One-Time Total: \$800.00

Grand Total (including Annual and One-Time): \$8,660.00

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

401 S. Johnstone Ave.
Bartlesville, OK 74003

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties") and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the “**Expiration Period**”). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender’s receipt of an acknowledgment from the recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED “AS IS,” AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply if You are licensing or using Vector WorkSafe Services, LiveSafe Essentials or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("**User Generated Content**") that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you ("**Our Other Customers**"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Bartlesville Fire Department (OK)
Bartlesville, OK

By: _____

By: _____

Printed Name: Kegan Konrady

Printed Name:

Title: Vice President of Sales

Title:

Date: _____

Date: _____

By: _____

Printed Name:

Title:

Date: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the Facility Rental Agreement between The Center and the City of Bartlesville/Bartlesville Public Library for the annual Downtown Spooktacular on Friday, October 25, 2024.

Attachments: Facility Rental Agreement

II. STAFF COMMENTS AND ANALYSIS

The annual Downtown Spooktacular will be held Friday October 25, 2024. It is an annual trunk-or-treat event, with additional activities including inflatables, food trucks, and more. The event is currently sponsored by BPL, the Center, First Presbyterian Church, RSU, and Building Bridges.

III. BUDGET IMPACT

The costs will be paid out of the Library's 208 budget.

IV. RECOMMENDED ACTION

Library staff recommends approval of the Rental Agreement.

BILLING INFORMATION:

Event Name :	Downtown Spooktacular		
Contract Date :	August 8th, 2024	Event Date :	Friday, October 25th, 2024
Contact Name :	Kiley Roberson	Alternate Contact :	Laura Pryce
Phone :	918.338.4163	Phone :	918.338.4170
Email :	knroberson@cityofbartlesville.org	Email :	ljpryce@cityofbartlesville.org
Billing Address :	600 S Johnstone Ave Bartlesville, OK 74003		

FACILITY RENTAL INFORMATION:

[illegible]

ADDITIONAL SERVICES:

NO	Tickets to be sold at The Center Box Office Handling fee of \$6 per ticket <i>(paid by patron)</i>		
NO	The Center will be printing the tickets? \$.10 per ticket <i>(fee paid by lessee)</i>		
NO	Concessions or bar present Facilitated by The Center		
NO	Souvenirs, Music, Memorabilia, Novelty Items on sale? BCC receives 15% of gross		
NO	Piano needed Piano tuning is an additional cost		
	Location:	Usage Fee:	
	Tuning Fee:	Total:	0
NO	Ushers needed Included with ticketed shows, otherwise \$250 per show/day		
	Days Needed:	Total:	0
NO	Alcohol present at event? Security officer/s based on size & nature of the event		
NO	Security needed Charge will be based on the current rate per officer/per hour		
	Number of Officers:		
	Hours Needed:	Total:	0
YES	Unity Square Maintenance Needed \$25 per hour		
	Hours Needed:	Total:	250
NO	Technical Assistance needed Rate TBD by Technical Director		
		Total:	0

THE FACILITY RENTAL COMPLIANCE SHEET MUST BE SIGNED & RECEIVED WITH A NON-REFUNDABLE DEPOSIT OF \$150 TO CONFIRM YOUR RENTAL REQUEST.

MISC NOTES: BCC can help with the Food Truck electric hookups, trash runs & restrooms at Unity Square. We will need 2 maintenance staff for this large of an event (2@ \$25). BCC will comp space for the event as a partner. Kiley will bring large speakers for sound.



AMENITIES:

ITEM	COUNT	RATE/LABOR	TOTAL	SPECIFICATIONS
Round Tables				
	0	0.075	0	
	0	0.075	0	
	0	0.075	0	
	0	0.075	0	
Table Coverings				
	0	0	0	
	0	0	0	
Table Napkins Per Dozen	0	10	0	
Chairs	0	0.015	0	
Chair Covers & Accessories				
	0	0	0	
	0	0	0	
Stage Per Section	0	6	0	
Dance Floor	0	0	0	
Pipe & Drape	0	0	0	
LOVE Letters	0	50	0	
Red Carpet	0	50	0	
Podium	0	0	0	
Flags	0	0	0	
Bar	0	50	0	
Dish Rental	0	0.75	0	
Coffee Service	0	25	0	
Stage Shell Move	0	75	0	
A/V Equipment				
	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	
Taxes	0	0	0	

TOTAL COST OF ACTUAL RENTAL SELECTIONS AND SERVICES USED WILL BE PAYABLE UPON RECEIPT OF THE INVOICE.
 BY SIGNING THIS AGREEMENT I ACKNOWLEDGE THAT MY REQUIREMENTS FOR EQUIPMENT, SERVICES, RENTAL
 TIMES MAY CHANGE PRIOR TO THE EVENT AND I WILL BE BILLED FOR ACTUAL COST INCURRED.

Room Rental	0
Arts Group Discount	0
Services	250
Amenities & Labor	0
TOTAL:	\$250.00

Renter Signature: _____

BCC/US Signature: _____

Aly Kern
 Aly Kern, Event Coordinator

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration and approval of the Kellogg and Sovereign Professional E-Rate Management Services Fee Schedules for FY2025-2026 E-Rate services, covering E-Rate, Oklahoma Universal Service Fund (OUSF), and FCC's new Cybersecurity Pilot Project

Attachments: Kellogg and Sovereign Fee Schedules: E-Rate and Cybersecurity Pilot Project
Letter of Agency: FCC Cybersecurity Pilot Program

II. STAFF COMMENTS AND ANALYSIS

Kellogg and Sovereign Consulting works with libraries across Oklahoma and beyond to correctly complete and submit all forms for E-Rate funding. The library has worked with this firm for many years and we appreciate their expertise. With E-Rate, the Bartlesville Public Library's internet services are funded 80% from federal funds and 20% from state funds using this program.

The new Cybersecurity Pilot Program is designed to fund up to \$200 million in cybersecurity upgrades for libraries and schools at 80%. With guidance from the IT department, the library hopes to be granted funds for upgraded services and equipment.

III. BUDGET IMPACT

Consultant costs for these services will total \$3,703.80, including \$1,463.90 for pre- and post-federal funding for internet services and connections, \$439.90 for forms to be submitted to the Oklahoma Universal Services Fund, \$950 to file for the Cybersecurity Pilot Project, and \$850 if Category 2 services are needed. These costs are budgeted for in the Library's 208 budget.

IV. RECOMMENDED ACTION

Staff recommends the approval of the Kellogg and Sovereign Professional E-Rate Management Services Fee Schedule.



Agreement to Provide Professional Consulting Services for the Cybersecurity Pilot Program Applications

Kellogg & Sovereign® Consulting ("K&S") proposes to provide the following professional consulting services to assist Bartlesville Public Library, Bartlesville, OK ("Applicant") with the FCC's Cybersecurity Pilot Program Applications as follows:

	Services	Amount	Billing date
✓	Preparation and submission of application for the FCC's Cybersecurity Pilot Program, September 2024 through March 2025 (Year 1)*	\$950 (base filing fee)	October 2024
	K&S will work with the District/Library to gather the necessary documentation including invoices and/or needs assessment to prepare and submit FCC Forms 484, 470, 471, 472, 500 (if and when applicable) for eligible equipment and/or services for related to the Cybersecurity Pilot Program. After the applications are submitted, K&S will track status and notify the District/Library of the funding decision. K&S will also file any forms necessary to request disbursement of funds to the Applicant.	5% of commitment amount less base filing fee. – year 1 of the Cybersecurity Pilot Program.	Upon funding for year 1.

**For Years 2 and 3 of the Pilot Program, a separate fee schedule should be signed if the Applicant decides to continue in the Pilot Program.*

Payment terms are net 30 days, unless otherwise noted. Kellogg & Sovereign may charge interest on amounts which are overdue for more than 30 days, with interest to be calculated up to 12% or as applicable by law. If bills are not paid on a timely basis, Kellogg & Sovereign has the right to cease work and communicate it to the applicant. If collection efforts are required, Kellogg & Sovereign Consulting shall be entitled to recover all costs and fees, including reasonable attorneys' and collection agencies' fees and other charges, incurred in connection with such collection efforts. **Payments should be remitted to Sigma Technology Fund LLC dba Kellogg & Sovereign Consulting, P.O. Box 222113, Dallas, TX 75222-2113.**

Fees for additional Form 470 filings. After K&S has filed the Form 470 and RFP for the Applicant for FY2025, the applicant may choose to request additional services or make cardinal changes to the services requested. K&S fees are as follows:

- (a) Additional Form 470 requested more than 45 days prior to close of the filing window: \$850
- (b) Additional Form 470 requested less than 45 days prior to close of the filing window: \$1,700

Credit card processing fees. If this is the Client's selected payment method, any credit card processing fees will be added to the next invoice.

Out of pocket expenses. In addition to the E-Rate fees defined in this fee schedule, Client shall reimburse K&S for any all reasonable and necessary out-of-pocket costs and expenses (including without limitation legal consultations, postage and other delivery costs and similar expenses) incurred by K&S. Client must be formally informed in advance and must agree in writing with the expenses or costs before it is incurred.

Documentation. K&S will provide applicable documentation on the applicant's Kellogg & Sovereign E-Rate SharePoint folder for online access. Applicants also have access to their documentation on the USAC E-Rate Productivity Center (EPC).

Remittances. Payments should be remitted to Sigma Technology Fund, LLC dba Kellogg & Sovereign Consulting P.O. Box 222113 Dallas, Texas 75222-2113

If fees or expenses are not paid withing 90 days, K&S may elect to terminate the contractual agreement in whole or in part as detailed in the MSA.

Should K&S encounter any unforeseen problems which will warrant additional time or expense, you will be notified of the situation including any added cost. You will have the opportunity to agree to any additional expenses prior to additional expenses being incurred. Any and all additional charges other than the standard fees outlined above, detailed in the MSA, or listed in the Scope of Services shall be agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

FOR:
Bartlesville Public Library
600 S Johnstone
Bartlesville, OK 74003

FOR:
Kellogg & Sovereign Consulting
3010 LBJ Freeway, Suite 1200, No. 450
Dallas, TX 75234

Signature

Signature

Printed Name

Jason Ramey
Printed Name

Title

CEO
Title

Date

September 30, 2024
Date



Professional E-Rate Management Services – Fee Schedule Bartlesville Public Library, Bartlesville, OK

**Re: E-Rate Consulting Services – Multi Year Renewal Option
E-Rate FY 2025-26**

This letter is to confirm that **Bartlesville Public Library** will exercise the renewal option as stated on the May 2019 Master Services Agreement, "Term of this agreement shall be effective from date of execution of this agreement through June 30, 2020, with up to four (4) subsequent twelve-month renewals subject to mutual ratification in writing by both parties. Execution of the annual fee schedule shall be considered mutual ratification".

☒ **2nd Auto renewal, FUNDING YEAR: 2025-2026**

Fees for requests for funding in the Category Two ("C2") categories of service shall be the greater of the Base Filing Fee OR Three Percent (3%) of the total funding commitment amount issued by the Universal Service Administrative Company ("USAC") on each of the applicant's FY2025 Funding Commitment Decision Letter(s). The Base Filing Fee for C2 services is due in full at the time the application is filed. The amount due in excess of the Base Filing Fee is contingent upon funding and shall be due and payable upon issuance by USAC of the Funding Commitment Decision Letter related to FY2025 C2 Services.

FEES FOR E-RATE FUNDING YEAR 2025 (07/01/2025-06/30/2026)

Category of Service	Description	Amount	Billing Date
Category 1 (C1) Telecommunications & Broadband Services	Pre and Post Funding for C1 Services	\$1,463.90	January 2025
	Self-Provisioned projects	3% of funding commitment amount	Due upon funding
Category 2 (C2) Internal Broadband Connections, MIBS & Maintenance	Base Filing Fee for C2 Services	\$850.00	March 2025
	Pre and Post Funding for C2 Services	4% of funding commitment amount less base filing fee.	Due upon funding

FEES FOR OUSF COMPLIANCE SERVICES FOR THE PERIOD JULY 1, 2024 – JUNE 30, 2025

OUSF Document and Compliance Services. Includes preparation and submission of applicant affidavit(s) and assistance with document requests.	Check YES to request
Annual cost \$439.90 – billed January 2025	<input checked="" type="checkbox"/> YES
OUSF consulting fee includes up to 12 hours consulting time directly related to OUSF. Additional hours will be billed at \$175/hour	<input type="checkbox"/> NO

Payment terms are net 30 days, unless otherwise noted. Kellogg & Sovereign may charge interest on amounts which are overdue for more than 30 days, with interest to be calculated up to 12% or as applicable by law. If bills are not paid on a timely basis, Kellogg & Sovereign has the right to cease work and communicate it to the applicant. If collection efforts are required, Kellogg & Sovereign Consulting shall be entitled to recover all costs and fees, including reasonable attorneys' and collection agencies' fees and other charges, incurred in connection with such collection efforts. **Payments should be remitted to Sigma Technology Fund LLC dba Kellogg & Sovereign Consulting, P.O. Box 222113, Dallas, TX 75222-2113.**

Credit card processing fees. If this is the Client's selected payment method, any credit card processing fees will be added to the next invoice.

Out of pocket expenses. In addition to the E-Rate fees defined in this fee schedule, Client shall reimburse K&S for any all reasonable and necessary out-of-pocket costs and expenses (including without limitation legal consultations, postage and other delivery costs and similar expenses) incurred by K&S. Client must be formally informed in advance and must agree in writing with the expenses or costs before it is incurred.

Should we encounter any unforeseen problems which will warrant additional time or expense, you will be notified of the situation and of any added cost, and you will have the opportunity to agree to any additional expenses in advance. Our charges for other services will be agreed to separately.

Kellogg & Sovereign® Consulting is not a law firm, and we are not authorized to practice law. Any matters which require an attorney shall be contracted separately with appropriate legal counsel.

Termination

Either party may, upon written notice to the other party, terminate this contract in whole or in part for convenience. All fees incurred prior to receipt of the termination notice will be due and payable immediately upon termination. K&S will be released from responsibility for completion of any remaining services listed in this agreement immediately upon receipt of the termination notice.

Liability

K&S will make every reasonable effort to avoid any errors or omissions in the services or advice that we provide to our clients. However, the rules, regulations, and guidelines for the universal service discount mechanism (E-Rate) are voluminous, ambiguous and constantly changing. Our liability for any errors or omissions will be limited to a full refund of the fees paid and will not include liability for any consequential damages. Any claim for damages will expire within two years of when the final billing is mailed/emailed to you. Our liability is also limited to you and any recommendations provided to you may not be used or relied upon by any other parties. Disputes with the Universal Service Administrative Company (USAC) regarding the interpretation of the rules will not constitute an error or omission if you have been advised of the difference in opinion.

Disclaimer

Due to uncertainties inherent in SLD/USAC's funding process, Kellogg & Sovereign® Consulting does not warrant or guarantee ECF funding will be received as a result of this contractual agreement.

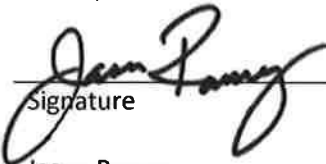
We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning to us the copy enclosed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

FOR:
Bartlesville Public Library
600 S Johnstone
Bartlesville, OK 74003

FOR:
Kellogg & Sovereign Consulting
3010 LBJ Freeway, Suite 1200, No. 450
Dallas, TX 75234

Signature



Signature

Printed Name

Jason Ramey

Printed Name

Title

CEO

Title

Date

May 17, 2024

Date

LETTER OF AGENCY

FCC CYBERSECURITY PILOT PROGRAM

APPLICANT: Bartlesville Public Library (BEN 140035)

Authorization Term: Date of signing through June 30, 2028

Cybersecurity Pilot Program – 3 years (2025-26, 2026-27, and 2027-28)

Applicant hereby authorizes Kellogg & Sovereign® Consulting, Consultant Registration Number 16024809, or its designated agents or employees (“K&S”) to act on our behalf during the term of this authorization.

Although not exclusive, K&S is specifically authorized to conduct the following actions on behalf of the Applicant:

- ♦ Prepare and submit Federal Communications Commission (“FCC”) Forms 484, 471, 486, 500, 472 and other forms requested by the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”)
- ♦ Prepare and submit documentation to USAC or the FCC in compliance with the Cybersecurity Pilot Program rules and regulations.
- ♦ Act as our agent in working with representatives of the FCC or USAC to provide information as requested during application review, selective reviews, site visits, audits and any other activity associated with review of our applications.

By signing this Letter of Agency, I make the following certifications § 54.1710 (a) (1) and (2) of FCC 21-58¹:

- (a) (1) The FCC Form 471 shall be signed by the person authorized to order eligible services for the eligible school, library, or consortium and shall include that person's certification under penalty of perjury that:
 - (i) “I am authorized to submit this application on behalf of the above-named applicant and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this application has been examined and is true, accurate and complete. I acknowledge that any false statement on this application or on other documents submitted by this applicant can be punished by fine or forfeiture under the Communications Act (47 U.S.C. 502, 503(b)), or fine or imprisonment under Title 18 of the United States Code (18 U.S.C. 1001) or can lead to liability under the False Claims Act (31 U.S.C. 3729 – 3733).”
 - (ii) “In addition to the foregoing, this applicant is in compliance with the rules and orders governing the Emergency Connectivity Fund Program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of funding, cancellation of funding commitments, and/or recoupment of past disbursements. I acknowledge that failure to comply with the rules and orders governing the Emergency Connectivity Fund Program could result in civil or criminal prosecution by law enforcement authorities.”
 - (iii) “By signing this application, I certify that the information contained in this application is true, complete, and accurate, and the projected expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, sections 1001, 286-287 and 1341 and Title 31, sections 3729–3730 and 3801–3812).”
 - (iv) The school meets the statutory definition of “elementary school” or “secondary school” as defined in § 54.1700, does not operate as for-profit businesses, and does not have endowments exceeding \$50 million.
 - (v) The library or library consortia is eligible for assistance from a State library administrative agency under the Library Services and Technology Act, does not operate Federal Communications Commission FCC 21-58 77 as for-profit businesses, and their budgets are completely separate from any school (including, but not limited to, elementary and secondary schools, colleges, and universities).

¹ Federal Communications Commission Report and Order, FCC 21-58, *Establishing Emergency Connectivity Fund to Close the Homework Gap*, <https://docs.fcc.gov/public/attachments/FCC-21-58A1.pdf>, May 11, 2021, pp 76-77, 84.

- (vi) The school, library, or consortia listed on the FCC Form 471 application has complied with all applicable state, local, or Tribal local laws regarding procurement of services for which support is being sought.
- (vii) The school or school consortium listed on the FCC Form 471 application is only seeking support for eligible equipment and/or services provided to students and school staff who would otherwise lack connected devices and/or broadband services sufficient to engage in remote learning.
- (viii) The library or library consortium listed on the FCC Form 471 application is only seeking support for eligible equipment and/or services provided to library patrons who have signed and returned a statement that the library patron would otherwise lack access to equipment or services sufficient to meet the patron's educational needs if not for the use of the equipment or service being provided by the library.
- (ix) The school, library, or consortia is not seeking Emergency Connectivity Fund support or reimbursement for eligible equipment or services that have been purchased and reimbursed in full with other Federal pandemic-relief funding, targeted state funding, other external sources of targeted funding or targeted gifts, or eligible for discounts from the schools and libraries universal service support mechanism or other universal service support mechanism.
- (x) The applicant or the relevant student, school staff member, or library patron has received, or the applicant has ordered or will order, the equipment and services for which funding is sought.
- (xi) The equipment and services the school, library, or consortium purchases or will purchase using Emergency Connectivity Fund support will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as allowed by § 54.1713.
- (xii) The school, library, or consortium will create and maintain an equipment and service inventory as required by § 54.1715.
- (xiii) The school, library, or consortium has complied with all program rules and acknowledge that failure to do so may result in denial of discount funding and/or recovery of funding.
- (xiv) The applicant recognizes that it may be audited pursuant to its application, that it will retain for ten years any and all records related to its application, and that, if audited, it shall produce shall records at the request of any representative (including any auditor) appointed by a state education department, the Administrator, the Commission and its Office of Inspector General, or any local, state, or Federal agency with jurisdiction over the entity.
- (xv) No kickbacks, as defined in 41 U.S.C. 8701 and/or 42 U.S.C. 1320a-7b, were paid or received by the applicant to anyone in connection with the Emergency Connectivity Fund. Federal Communications Commission FCC 21-58 78

Applicant Name: **Bartlesville Public Library (BEN 140035)**

Mailing Address, City, ST, Zip:

Signature of Authorized Person: _____ Date: _____

Printed Name of Authorized Person: _____ Title: _____

This authorization shall remain in effect until K&S is notified of its cancellation in writing via certified mail.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the Hosted Services Agreement and Subscription Order Form between Quipu Group, LLC and Bartlesville Public Library/ City of Bartlesville for FY2025.

Attachments: Hosted Services Agreement and Subscription Order Form

II. STAFF COMMENTS AND ANALYSIS

The Library has been looking for a solution to help staff keep track of customer incidents. When customers experience an accident inside the library or if customers are asked to leave the library due to policy infractions, staff members need a way to document the incident or know who has been asked to leave, why, and for how long. These incidents can range from simple trip and fall to threatening behavior and assault of other customers or staff.

This service, called PITS (Patron Incident Tracking System), is an affordable cloud-based solution that allows all staff to be informed and provide consistent customer service to all visitors. PITS will cost \$2,500 a year, with a \$1,500 one-time setup fee.

III. BUDGET IMPACT

The subscription and one-time setup fees will be paid out of the Library's 208 budget.

IV. RECOMMENDED ACTION

Library staff recommends approval of the Quipu agreement and subscription order form.



PITS Subscription Order Form (SOF)

Service	PITS – Patron Incident Tracking System
Order Form Creation Date	September 11, 2024
Subscription Term	1 year from activation date (completion of setup)
Customer	Bartlesville Public Library
Service Area Population	37,384
Setup Fee	\$1,500.00 USD (billed on acceptance of subscription)
Annual Subscription Fee	\$2,500.00 USD (billed on completion of setup)

Subscription to the service is entered into pursuant to Quipu Group's Hosted Services Agreement.

In the event that Bartlesville Public Library discontinues the PITS subscription, all data currently stored in PITS will be decrypted, exported to an agreed upon file format, and delivered to the library for local storage in compliance with local data retention policies. Quipu Group, LLC will not retain any PITS data beyond the end of the library's subscription.

Acceptance of Subscription Order

Signing below indicates that you wish to subscribe to the service and authorize sending of the service invoice.

(Signature)

(Date)

(Print or Type Name)

(Title)

Please return this signed Subscription Order Form to Quipu Group, LLC.

Quipu Group LLC
820 S. Monaco Parkway, #453, Denver CO 80224
Phone: 800-764-8018 Fax: 877-759-0845



Quipu Group, LLC

Hosted Services Agreement (Software as a Service)

Parties to the Agreement

The Quipu Group, LLC
820 S. Monaco Parkway, #453
Denver, Colorado 80214
United States of America

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

Agreement Effective Date:	<u>Date this document is fully signed</u>
Agreement Term:	<u>1 (one) year</u>
Agreement Jurisdiction:	<u>State of Colorado, County of Denver</u>

Contents

1. Overview
2. Services
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1. Overview

The Quipu Group, LLC ("Quipu") provides Software as a Service ("Service/Services"). Client, as stated above and in applicable Subscription Order Forms ("SOF"), desires to purchase particular Services as stated in applicable SOFs from Quipu. For good and valuable consideration, including the mutual agreements and covenants contained in this Agreement, Client and Quipu hereby agree to the following terms, covenants, and conditions:

Quipu Group LLC
820 S. Monaco Parkway, #453, Denver CO 80224
www.quipugroup.com
Phone: 800-764-8018 Fax: 877-759-0845

2. Services

During the Term of this Agreement, Quipu agrees to supply specific Services for licensing and use by Client. Each requested Service will be further detailed in an applicable SOF. The parties are not obligated to enter into any SOFs under this Agreement.

The Parties agree that they may enter into additional SOFs by any written agreement, including by email, between the Parties regarding Services to be performed by Quipu for Client and each will be considered a SOF and incorporated by reference into this Agreement. Each SOF shall be subject to the terms and conditions of this Agreement; if there is any conflict between this Agreement and a specific SOF, the terms of the SOF will prevail for the work performed under that SOF only.

All Services shall be provided in a professional and workmanlike manner in compliance with industry standards and by qualified and experienced personnel secured by Quipu.

2.1 *License.*

- a. Quipu hereby grants, and Client hereby accepts, subject to the terms and conditions of this Agreement and SOF, a limited, non-exclusive, non-sublicensable, non-transferable, and non-assignable (except as explicitly permitted in the applicable SOF) license to use the Service solely for Client's internal use for the Initial Term of this Agreement and any Successive Terms as stated in the SOF. Client may not sell, transfer, or otherwise distribute the Service or related software or any copies thereof without written permission from Quipu. Client shall not grant sublicenses or otherwise distribute the Service to third parties.
- b. Client agrees and acknowledges that the Service is purchased on the basis set forth in the applicable SOF and that Client must purchase one License for each copy of the Service that is to be run. The SOF will list any and all entities that shall have access to the Service that is covered by the License. Anytime during the Term of this Agreement, Client may purchase additional Licenses at the then-in-effect license rate to be used under the terms and conditions contained herein.
- c. Except as expressly authorized herein, Client: (a) will not copy or modify the Service software; (b) will not delete the copyright notices or the original authors' names from the Service Software; (c) will not reverse compile or reverse assemble all or any portion of the Service software; and/or (d) will not disclose the results of Service software performance benchmarks to any third party or the inclusion of the Service software in any publication or presentation without prior written permission of Quipu.
- d. Quipu retains title to all portions of the Service software and any copies thereof.
- e. Client agrees to accept delivery of the Service software in "as-is" condition subject to the terms of this Agreement and that any changes to it will require an additional SOF.

The Quipu Group, LLC – Hosted Services Agreement

- f. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as: (a) a warranty or representation that the Service or anything made, used, sold or otherwise disposed of under the License will or will not infringe patents, copyrights or other rights of third parties; (b) an obligation to furnish any know-how or technology not provided in the Service, to bring or prosecute actions or suits against third parties for copyright infringement or to provide any services other than those specified in this Agreement.
- g. Client agrees to: (a) comply with all laws and regulations of the United States and any other country as appropriate concerning or controlling the import or export of the Service, data, laboratory prototypes, or other commodities; Quipu makes no representation that a license or consent for export will not be required by applicable governmental agencies, or if required, that it will be issued, and (b) comply with all applicable statutes, regulations, and guidelines, including applicable governmental regulations, policies and guidelines in its use of the Service.

2.2 Browser Support. Where applicable, Quipu will support as part of this Agreement and while Client pays for Maintenance & Support, access to the Service via the latest two (2) versions of the most popular modern internet browsers. Support of browser versions older than the latest two (2) versions will be determined on a case by case basis and may incur additional costs to the Client.

2.3 Deployment Platforms. This Agreement relies on the capabilities of the deployment platforms, as they exist as of the date of this Agreement. If the provider maintaining the deployment platform makes changes to the platform after the date of this Agreement that negatively affects Quipu's ability to deliver or perform the Service, Client agrees to negotiate in good faith with Quipu to resolve such issues, or to release Quipu from its obligation under this Agreement if an alternative solution cannot be negotiated. If a compromise cannot be negotiated, Client agrees to reimburse Quipu for any work performed under this Agreement up until the time Client releases Quipu from its obligation.

2.4 Conflicts of Commitment. Quipu represents and warrants that it has no current commitments or obligations that will conflict with or otherwise interfere with or impede the performance of the Service called for under this Agreement.

2.5 Warranty for Services. All Services provided by Quipu that are hosted by Quipu shall include a warranty while Client pays for such Services and during the term of this Agreement.

2.6 Access to Client Systems. If required by and stated in the SOF, Client agrees and acknowledges Client's duty to provide access to its applicable computer systems in order for Quipu to complete and maintain the Service, during the Initial and Successive terms as stated in the SOF. Should Client fail to provide access to facilities or computer systems for any reason, Quipu has the right to terminate this Agreement or applicable SOF. Client agrees to reimburse Quipu for any work performed under this Agreement up until the time Quipu terminates this Agreement and/or SOF.

2.7 Responsibilities. Client and Quipu agree to perform the required responsibilities as stated on the SOF.

2.8 Third Party Software. Any third-party hardware, software, or licensing costs required to use any Services offered by Quipu are the sole responsibility of Client unless stated in the SOF.

3. Setup/Installation

Upon acceptance of a signed SOF and payment of any Initial Fees, Quipu shall schedule with Client setup and installation of requested Service or access to the requested Service based on the SOF.

3.1 Dates.

Quipu, where applicable, shall list dates, milestones and/or phases for setup/installation of the selected Service based on the SOF. Due to responsibilities/obligations of Client for particular Services, Client agrees and acknowledges that any dates shall be estimates only and may depend on certain performance by Client's personnel.

3.2 Change Orders.

Client agrees and acknowledges that any alteration, deviation, or other change from an SOF may involve extra costs and may change the deadlines, including the date the Service setup and access will be completed. Any alterations, deviations, or other changes to the SOF that are estimated to increase the cost of the SOF more than 10% of the Estimated Cost or change the completion date of the Service by more than ten days will be executed upon approval from Client (hereinafter "Change Order"). Client agrees and acknowledges that any alterations, deviations, or other changes to the SOF that are estimated to increase the cost of the project less than 10% of the Estimated Cost and will not change the completion date of the Service by more than ten days may be executed without written approval by Client. Client authorizes approval for any Change Orders by either electronic or written agreement.

3.3 Third Parties.

Client agrees and acknowledges that certain Services may require cooperation of third parties used by the Client, including but not limited to third party software vendors, hosting companies, and/or hardware vendors. If necessary, Client will use all available means to secure the cooperation of said third parties. Client agrees and acknowledges should any third parties fail to cooperate, Quipu may be unable to complete the Service by the estimated completion date. Client agrees that payments made to Quipu for any work performed under this Agreement up until the time such third parties make Quipu unable to complete the Service and Quipu terminates this Agreement are non-refundable.

3.4 Client Personnel.

Client agrees and acknowledges that it is Client's responsibility to supply personnel to help test and deploy the Service. Client agrees and acknowledges that it will instruct any personnel of Client to participate in the testing and use of Quipu's procedures and tools to ensure that the highest level of service can be provided to Client. If Client wishes to provide any developers,

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designers, or other individuals to work on the Service with Quipu then such individuals must be disclosed at the time of this Agreement or applicable SOF.

3.5 *Client Performance of Required Actions.*

Client agrees and acknowledges that certain Services will require action on behalf of Client's personnel. Therefore, setup/installation of Service may be delayed while Client performs required actions as stated in the SOF. Also, Client agrees and acknowledges that due to other commitments of Quipu, the Service completion date may be delayed further even after Client has completed their actions. Quipu will diligently work with Client to overcome any delays. However, Client agrees and acknowledges that payments will be due as scheduled if Client fails to miss any stated deadlines in the SOF requiring action by Client. Failure by Client to communicate with Quipu for more than 30 days may be considered a termination of this Agreement.

3.6 *Quipu Performance of Required Actions.*

Quipu shall perform their required actions in accordance with time frames as stated in the SOF. If Quipu is unable to perform required actions to the satisfaction of Client, Client may terminate this Agreement. Client agrees and acknowledges that any payments made to Quipu before termination for work performed up to the termination date, will be non-refundable.

3.7 *Installation on Client Systems.*

For Services that will be deployed on Client's systems, Client is responsible for installing the Service on the Client's systems, unless stated on the SOF.

4. Access and Use of Services

Upon completion of necessary setup/installation of the Service, Quipu will enable access to the Service with the following covenants:

4.1 *Hosting.* Services will be hosted by Quipu.

4.2 *Uptime – Quipu Hosted Services.* Services will be available 24 hours per day, 7 days per week with a 99% uptime. The Service may be unavailable at any time for any reason including, without limitation, routine maintenance or Client's own system issues where applicable. Notice will be supplied to client of any routine maintenance at least 7 days before said routine maintenance, excepted as stated in 4.8 *Emergency Maintenance & Upgrades*. Quipu will not be responsible for any lost profits, lost business, lost data, or other damages incurred by Client during any downtime.

Quipu shall use commercially reasonable efforts to attempt to provide the Service on a twenty-four (24) hours a day, seven (7) days a week basis. Client acknowledges and agrees that from time to time the Service may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we or our hosting providers undertake; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication

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or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

4.3 Backups – Quipu Hosted Services. While Quipu makes every effort to backup the Service and all information connected thereto that is stored on the server in a commercially reasonable manner, Quipu is not responsible for lost content. Quipu will store backups up to 10 days unless otherwise agreed to in writing by Quipu. Backups are intended for disaster recovery, not the restoration of individual files. Client agrees and acknowledges that should a disaster occur requiring the need for a backup to be used, that the information restored may be up to 10 days old and may not reflect any changes made within up to 10 days from such disaster.

4.4 Security and Privacy

Quipu will:

- provide access to the services via SSL connections
- provide for hardware firewalls and data center security as provided by Quipu's hosting providers.
- provide web application firewalls
- provide data security as stated in section 5. Confidential Information & End User Privacy.

4.5 Maintenance & Support. As stated in the applicable SOF, Quipu will provide maintenance and support for Services during the Initial and Successive terms as stated on the SOF. Any fees for Maintenance and Support will be listed on the applicable SOF.

After Hours and Emergency support may be available at Quipu's discretion. Any fees associated with After Hours and Emergency support will be disclosed before such work commences. Client agrees and acknowledges that request for support via email may not be acknowledged by Quipu in a timely manner and Client agrees that it is Client's responsibility to confirm such acknowledgement if necessary by phone.

4.6 Emergency Maintenance & Upgrades. Quipu, at its sole discretion, from time to time may need to perform Emergency Maintenance and/or Upgrades for Services hosted by Quipu. Emergency Maintenance & Upgrades includes, but is not limited to, situations in which Quipu determines for security, performance, data privacy, deployment platforms, software versions, and other reasons that it is in the best interest of Client and Quipu to perform such work. Notification to Client may not occur prior to performing such work. During such work Client agrees and acknowledges that access to the Service may not be available.

Maintenance and Support, unless otherwise stated on the SOF, will be provided during normal business hours. Normal business hours shall be Monday through Friday, 8:00 am to 5:00 pm Mountain Standard Time. Client and Client's designated personnel may access support via

phone or email. Quipu will make every effort to respond to Client's request within 24 hours upon receipt of the request.

5. Confidential Information & End User Privacy

5.1 Confidential Information. For purposes of this Agreement, the term Confidential Information will include any information revealed to the other party that is not public information including: any information about proprietary software, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, or hardware configuration information disclosed either directly or indirectly in writing or orally.

5.2 Protection of Confidential Information. The parties agree not to use the other party's Confidential Information for any purpose other than those specifically allowed by this Agreement whatsoever and will not disclose the other party's Confidential Information to any third party, without the advanced written authorization of the other party.

5.3 Compliance with Laws. The Parties shall observe and comply with all present and future laws, ordinances, orders, rules, and regulations of all governmental or other agencies, departments, authorities, boards, or commission having jurisdiction over or related to this Agreement, and the use of any information obtained as a result thereof.

5.4 Competing Projects. Client agrees and acknowledges that Quipu may perform services for competitors of Client prior, during, and/or after the term of this Agreement.

5.5 Privacy Policy.

Use of Services by Client and/or Client's users may involve collection of personally identifiable information ("PII") of the Client's end-users.

For Services hosted by Quipu, any information that is collected and stored by Quipu, will be solely used in providing the service and will not be disclosed outside of Quipu and Quipu's subcontractors where applicable.

Quipu reserves the right to disclose non-identifiable summary information based on aggregate PII for marketing purposes.

All PII collected by Quipu in rendering the Service, will be kept on a secure server and encrypted. Quipu will employ industry-standard technology to safeguard PII, such as firewalls, SSL encrypted connections where applicable, and data encryption. However, no transmission of data over the Internet or any other public network can be guaranteed to be 100% secure. Although Quipu will make diligent efforts to safeguard PII, Quipu cannot warrant the security of information transmitted to us.

6. Intellectual Property

6.1 Ownership of Created Materials. Unless otherwise agreed to in the SOF, Quipu retains all rights to any Service software, including both market-available licensed software and any custom software, which is created by Quipu. All ownership rights, including all copyrights belong exclusively to Quipu, including the exclusive right to amend, modify, improve, refine, and resell such software to other clients as it sees fit. Quipu owns all “Intellectual Property” connected or related to the Services it provides and the Software it creates and/or provides. Client only receives a License to use the Service and nothing herein or elsewhere shall be construed as granting the Client any ownership interest to any Intellectual Property. “Intellectual Property” means, without limitation, all concepts, inventions (whether or not protected under patent laws), works of authorship, moral rights, mask works, software, trade dress, trade secrets, publicity rights, copyrights, know-how, ideas (whether or not fixed in a tangible medium of expression or protected under trade secret laws), all Services or any portions thereof including the design, look and feel, format, graphics (including all custom work, logos or graphics created by Quipu) created for specific Services pursuant to any special request or statement of work associated with the Services.

6.2 Trademarks. Unless specifically stated in an SOF, no license, right, or interest in any Quipu trademark, trade name, or service mark is granted hereunder.

7. Financial

7.1 Quoted Prices. Client agrees and acknowledges that any prices quoted in the applicable SOF are valid through the date stated on the SOF. If Client fails to execute the SOF prior to the stated date, a new SOF may be required by Quipu.

7.2 Compensation. Payment rates and schedules for the Services provided by Quipu shall be set forth in each SOF. Client shall pay Quipu all amounts after receipt of an invoice issued in accordance with this Agreement and the applicable SOF. Client agrees and acknowledges that necessary work may not begin until any applicable initial fees are paid by Client. The Parties agree that if any SOF fails to state a rate for work to be performed, all Services, with the exception of Emergency Work, shall be billed at the then-in-effect hourly rate of Quipu.

7.3 Currency & Method of Payment. Compensation for Services will be stated and paid in United States Dollars. Options for Method of Payment will be provided for on invoices sent to Client.

7.4 Payment Due Dates. Unless otherwise stated in a SOF, Quipu shall invoice Client for the Service as stated in the SOF and payment is required within 30 days of receipt of the invoice. Client agrees and acknowledges that failure by Client to pay any amounts due within five days of the date due may result in Quipu ceasing work or removing access to the Service until payment in full is made. If such payment is made more than five days after the date due

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and Quipu stops work on the Service, Client agrees and acknowledges that the project deadlines and/or delivery date may be changed due to obligations of Quipu to other clients and Quipu will notify Client of any new project deadlines and/or delivery dates upon receipt of payment. Quipu may require payment in advance if Client is late with any payment.

7.5 Interest. If Client fails to make any payment pursuant to this Agreement and/or any SOF, Client shall pay Quipu interest at 20% per annum, or the highest allowed by law, compounded monthly, until the outstanding balance is paid in full. Any payments will first be applied to any outstanding interest and then, if any amounts are left over, to the principle due. This clause shall survive termination of this Agreement.

7.6 Emergency Rates. Client agrees and acknowledges that unless otherwise agreed to in writing or in a SOF, Client shall pay Quipu's emergency rate (which is two times Quipu's current hourly rate) for all work that is required to be completed within 24 hours of such request ("Emergency Work"). Emergency Work is work outside the scope of any maintenance and support the Client is entitled to under this Agreement. Quipu may require payment for Emergency Work prior to completing any Emergency Work. Further, Client agrees and acknowledges that Emergency Work may not be available for all cases and that Emergency Work will be completed only if Quipu is available to complete such Emergency Work. Emergency Work will be completed outside of the SOF and any fees paid for Emergency Work shall be in addition to any estimated costs supplied in the SOF.

7.7 Taxes. Unless otherwise stated in an SOF, the rates to be charged to Client as set out in any SOF do not include, and Client shall be responsible for, any tax relating to the Service provided by Quipu. Client agrees and acknowledges that if Quipu does not collect taxes, it is Client's sole responsibility to remit any taxes on the Service to any taxing authority that Client is required to remit taxes to. The Parties will cooperate in order to minimize any taxes. If Quipu does not collect taxes from Client, Client shall indemnify, defend, and hold harmless Quipu for taxes not paid timely to the applicable taxing authorities and any related penalties and interest arising therefrom.

7.8 Maintenance & Subscription Fees. Client understands and agrees that Maintenance and Subscription Fees are non-refundable, even in the event of termination for cause.

8. Term & Termination

8.1 General. This Agreement shall commence on the effective date stated and shall remain in effect for the Agreement Term as stated above, or as long as Client pays for and/or uses the Service as stated on the SOF, or a new Agreement is executed by Quipu and Client.

8.2 Successive Terms. Client may renew the License for the Service on a periodic basis as stated in the SOF for additional Successive Terms at the then-in-effect pricing, while this agreement is in force.

8.3 *Thirty-Day Termination.* Client or Quipu may terminate this Agreement, with or without cause, by giving 30-days written or electronic notice of such termination. If applicable, Quipu will be paid for the work performed up to the date of termination.

8.4 *Breach or Default of Client.* In the event that Client substantially breaches or defaults under any of Client's obligations contained in this Agreement, Quipu will attempt to work with Client for a period of 30 days to remedy such breach. Quipu may immediately terminate this agreement if Client is unable or refuses to pay for the Services performed by Quipu; files for bankruptcy protection; is in violation of any foreign, federal, state, or local law; or is guilty of copyright infringement of any items submitted to Quipu for use in the Software.

8.5 *Duties Upon Termination.* Upon the effective date of any termination of this Agreement, all legal obligation, rights and duties arising out of this Agreement shall terminate except that: (i) Payment Due to Quipu, the Intellectual Property, Confidentiality Information & End User Privacy and Liability & Indemnification provisions of this Agreement shall continue to apply and shall survive the termination of this Agreement as ongoing covenants between the parties; (ii) Quipu shall have the continuing obligation to return to Client all tangible and intangible property of Client, and (iii) Quipu will deliver any Services and/or Software required in any SOFs, which may not be finalized, upon payment in full of any outstanding invoice.

8.6 *Termination.* Quipu may immediately terminate access to Services for cause at any time without penalty. Causes justifying immediate termination include, but are not limited to: violation of any foreign, federal, state, or local law; non-payment of fees due under this Agreement; breach of this Agreement; and/or notice that Client has material that infringes upon a third party's copyright being hosted. Quipu may terminate this Agreement without cause at any time upon thirty-days (30) written notice to Client. Client may terminate this Agreement at any time upon thirty-days (30) written notice to Quipu.

9. Liability & Indemnification

9.1 *Independent Business.* Quipu is operating as an independent business. This Agreement shall not render Quipu an employee of, partner with, agent of, or joint venturer with Client for any purpose.

9.2 *Limited Liability.* TO THE EXTENT PERMITTED BY APPLICABLE LAW, QUIPU, ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE QUIPU'S SERVICES. CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE RETURN OR REDUCTION OF FEES THAT HAVE BEEN PAID TO QUIPU.

9.3 *Disclaimer of Warranty.* TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, QUIPU, ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE, MAKE NO WARRANTY IN

CONNECTION WITH QUIPU'S SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

9.4 *General.* To the extent permitted by applicable law, Client will pay for all expenses incurred by Quipu that are incurred due to an action by Client, its employees, agents, independent contractors, and directors resulting from Client's material breach or alleged material breach of any covenant, agreement, representation, or warranty of this Agreement.

10. Miscellaneous Provisions

10.1 *Notices.* All notices, requests, demands, and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered electronically or by first class mail to Client as stated in any applicable SOF.

10.2 *Governing Law.* This Agreement, and all transactions contemplated hereby, shall be governed by, construed, and enforced in accordance with the laws of the jurisdiction stated above as "**Agreement Jurisdiction**". The parties agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction stated above as "**Agreement Jurisdiction**".

10.3 *Attorney Fees.* In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree that the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs shall be reimbursed by the non-prevailing party, in addition to any other relief to which the prevailing party may be entitled.

10.4 *Author.* Neither party shall be deemed the author of this Agreement.

10.5 *Heading and Captions.* The Headings and Captions of this contract are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this contract, or the intent of any provisions hereof.

10.6 *Typewritten or Handwritten Provisions.* No hand-written provisions inserted in this contract shall control over the typewritten provisions in this Agreement.

10.7 *Waivers.* No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

10.8 *Severability.* In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted, and the remaining provisions of the Agreement shall continue in full force and effect.

10.9 No Modification. No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Oral changes have no effect. All parties hereto represent that they are the actual party in interest to this Agreement and that they have not assigned their rights in this matter or arising under this Agreement to any third party.

10.10 Unforeseen Circumstances. Client agrees and acknowledges that due to the nature of development and/or providing Services, unforeseen circumstances, including, but not limited to, operating system upgrade incompatibilities, website browser incompatibilities, viruses, and/or data corruption or back up issues may exist which do not allow Quipu to perform any SOF without completing additional tasks. Client will be notified prior to any tasks being done that fall outside of the SOF and tasks will require a Change Order pursuant to Section 2.3: Change Orders as stated in this Agreement. Should additional tasks be required to complete the SOF and the parties cannot agree to the terms of a Change Order, Client agrees to reimburse Quipu for any work performed under this Agreement up until the time that a resolution cannot be reached.

10.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Further, each party agrees to accept PDF copies sent via email as originals.

10.12 Number and Gender. When the context in which words are used in this Agreement indicates that such is the intent, words in singular number shall include the plural, the words in the masculine gender shall include the feminine and neuter genders.

10.13 Entire Agreement. The Parties represent that this is the entire agreement and understand among the Parties, and that there are no representations, warranties, terms, covenants, or conditions made by any other party except as herein expressly contained. This Agreement shall not be altered, waived, modified, or canceled in any respect except in writing, duly executed by all the Parties, hereto, and no oral agreement of course of conduct to the contrary, shall be deemed an alteration, amendment, or modification of cancellation.

11. Alternate Exceptions

As provided herein, the parties to this agreement agree to the following revisions, amendments and changes to aforementioned sections:

12. Signatures

IN WITNESS WHEREOF, the undersigned have executed this Agreement for the Effective Date as stated in this Agreement and acknowledge reading, understanding, and accepting the statements herein.

Date

SIGNER'S NAME & TITLE, on behalf of the
Bartlesville Public Library

QUIPU MEMBER, as member on behalf of
The Quipu Group, LLC

Date

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to give the City Manager or his designee authorization to sign voluntary labor agreements for volunteer hours worked in exchange for complimentary golf at Adams Municipal Golf Course.

Attachments:

- Voluntary Golf Marshal Sample Agreement
- Voluntary Maintenance Sample Agreement
- Voluntary Membership Services Sample Agreement

II. STAFF COMMENTS AND ANALYSIS

In our research and conversations with JJ Keegan it is a common practice for golf courses to retain volunteer workers at courses in exchange for complimentary golf. Adams Golf Club has always taken part in this practice for their volunteer program. Volunteers have played an essential role in the success of the golf course, offering their time and energy to ensure the course operates smoothly and maintains a welcoming atmosphere. Whether it's assisting with tournaments, maintaining the grounds, or providing support to staff and players, their contributions make a significant impact.

In order to maintain a seamless transition in services from Adams Golf Club operations to the City operations we have found that our golf volunteers play a significant role in the success of this. We are thankful for their invaluable service and want to ensure that we are able to continue this volunteer program.

We have placed a value on the memberships and a dollar amount on the services they provide to ensure that the exchange is fair for any volunteers. At this time, we are asking that Council will consider allowing the City Manager or his designee to sign the agreements with the volunteers as needed. Examples of these agreements are attached.

III. BUDGET IMPACT

There is no direct budget impact.

IV. RECOMMENDED ACTION

Staff recommends approval of this action.

Volunteer Golf Marshal Agreement

This agreement is made and effective on the _____ day of August 2024, by and between the City of Bartlesville, Oklahoma, hereinafter called "*CITY*", and NAME, hereinafter called "*VOLUNTEER*", both of whom understand and agree as follows:

WHEREAS, it is the desire of the *CITY* to:

Set forth the terms and conditions under which the *VOLUNTEER* will provide services as a Golf Marshal at the Adams Municipal Golf Course for the *CITY* in exchange for a golf membership.

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

Section 1: Term

This Agreement shall commence on August 17, 2024 and shall continue indefinitely, unless terminated earlier in accordance with the provisions of this Agreement.

Section 2: Duties

VOLUNTEER agrees to perform the following duties as a Golf Marshal:

1. Monitor and manage the pace of play on the golf course
2. Assist in maintaining order and ensuring that golfers adhere to course rules and etiquette
3. Provide customer service and assistance to golf course patrons
4. Report any issues or violations to the Golf Course management
5. Support the staff during golf events and tournaments
6. Perform other related duties as assigned by the Golf Course management

Section 3: Time Commitment

VOLUNTEER agrees to:

1. Work a minimum of 20 hours per month during the golf season
2. Average a total of 140 hours annually

Section 4: Golf Membership

In exchange for the *VOLUNTEER*'s services, the *CITY* agrees to provide the *VOLUNTEER* with complimentary playing privileges, which includes:

1. Access to play the golf course during open hours, Monday through Thursday without restrictions.
2. Access to play the golf course starting at the eleventh published tee time Friday through Sunday, including holidays.
3. Access to the practice facilities during open hours.

Section 5: Schedule and Supervision

1. *VOLUNTEER*'s schedule will be mutually agreed upon by the *VOLUNTEER* and the Golf Course management.
2. *VOLUNTEER* will be supervised by the Golf Director, who will provide guidance and assign tasks.

Section 6: Volunteer Status

1. *VOLUNTEER* acknowledges that they are not an employee of the Golf Course and will not receive any compensation or benefits other than the golf membership.
2. *VOLUNTEER* will not be entitled to worker's compensation, unemployment insurance, or any other benefits provided to employees.

Section 7: Termination

1. Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party.
2. Upon termination, the *VOLUNTEER*'s golf membership and related privileges will immediately end.
3. *VOLUNTEER* will return any property or materials belonging to the Golf Course upon termination.

Section 8: Confidentiality

VOLUNTEER agrees to maintain the confidentiality of all proprietary or confidential information of the Golf Course and not to disclose such information to any third party without the prior written consent of the Golf Course.

Section 9: Liability

VOLUNTEER agrees to release, waive, discharge, and hold harmless the Adams Municipal Golf Course and City of Bartlesville, its officers, agents, and employees from any and all liability, claims, demands,

actions, and causes of action arising out of or related to any loss, damage, or injury that may be sustained by the *VOLUNTEER* while performing services under this Agreement.

Section 10: General Provisions

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

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

City of Bartlesville, OK

By: _____

Executed this the _____ Day of August 2024.

Volunteer

By: _____

NAME

Executed this the _____ day of August 2024.

Volunteer Maintenance Worker Agreement

This agreement is made and effective on the _____ day of September 2024, by and between the City of Bartlesville, Oklahoma, hereinafter called "*CITY*", and NAME, hereinafter called "*VOLUNTEER*", both of whom understand and agree as follows:

WHEREAS, it is the desire of the *CITY* to:

Set forth the terms and conditions under which the *VOLUNTEER* will provide services as a Golf Marshal at the Adams Municipal Golf Course for the *CITY* in exchange for a golf membership.

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

Section 1: Term

This Agreement shall commence on September 3, 2024 and shall continue indefinitely, unless terminated earlier in accordance with the provisions of this Agreement.

Section 2: Duties

VOLUNTEER agrees to perform the following duties as a Maintenance worker:

1. Maintain bunkers by blowing leaves out of the when necessary and raking them using the mechanical bunker rake.

Section 3: Time Commitment

VOLUNTEER agrees to:

1. Work a minimum of 15 hours per month during the golf season
2. Average a total of 165 hours annually

Section 4: Golf Membership

In exchange for the *VOLUNTEER*'s services, the *CITY* agrees to provide the *VOLUNTEER* with complimentary playing privileges, which includes:

1. Access to play the golf course during open hours, Monday through Thursday without restrictions.

2. Access to play the golf course starting at the eleventh published tee time Friday through Sunday, including holidays.
3. Access to the practice facilities during open hours.

Section 5: Schedule and Supervision

1. *VOLUNTEER*'s schedule will be mutually agreed upon by the *VOLUNTEER* and the Golf Course management.
2. *VOLUNTEER* will be supervised by the Golf Course Superintendent, who will provide guidance and assign tasks.

Section 6: Volunteer Status

1. *VOLUNTEER* acknowledges that they are not an employee of the Golf Course and will not receive any compensation or benefits other than the golf membership.
2. *VOLUNTEER* will not be entitled to worker's compensation, unemployment insurance, or any other benefits provided to employees.

Section 7: Termination

1. Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party.
2. Upon termination, the *VOLUNTEER*'s golf membership and related privileges will immediately end.
3. *VOLUNTEER* will return any property or materials belonging to the Golf Course upon termination.

Section 8: Confidentiality

VOLUNTEER agrees to maintain the confidentiality of all proprietary or confidential information of the Golf Course and not to disclose such information to any third party without the prior written consent of the Golf Course.

Section 9: Liability

VOLUNTEER agrees to release, waive, discharge, and hold harmless the Adams Municipal Golf Course and City of Bartlesville, its officers, agents, and employees from any and all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, or injury that may be sustained by the *VOLUNTEER* while performing services under this Agreement.

Section 10: General Provisions

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

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

City of Bartlesville, OK

By: _____

Executed this the _____ Day of September 2024.

Volunteer

By: _____

NAME

Executed this the _____ day of September 2024.

Volunteer Membership Services Agreement

This agreement is made and effective on the _____ day of August 17, 2024, by and between the City of Bartlesville, Oklahoma, hereinafter called "*CITY*", and NAME, hereinafter called "*VOLUNTEER*", both of whom understand and agree as follows:

WHEREAS, it is the desire of the *CITY* to:

Set forth the terms and conditions under which the *VOLUNTEER* will provide services in Membership Services at the Adams Municipal Golf Course for the *CITY* in exchange for a golf membership.

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

Section 1: Term

This Agreement shall commence on August 17, 2024 and shall continue indefinitely, unless terminated earlier in accordance with the provisions of this Agreement.

Section 2: Duties

VOLUNTEER agrees to perform the following duties as a Membership Services representative:

The *VOLUNTEER* agrees to perform the following duties related to membership services:

1. Assist in managing and maintaining membership records, including greens, carts, and range memberships
2. Process new memberships and renewals onsite at the course
3. Respond to member inquiries related to their accounts and benefits
4. Track membership payments, and coordinate with the City's Accounting & Finance department
5. Provide support to the course during peak periods, events, and other related activities
6. Perform other related duties as assigned by Golf Course management

Section 3: Time Commitment

VOLUNTEER agrees to:

1. Work a minimum of 20 hours per month during the golf season
2. Average a total of 140 hours annually

Section 4: Golf Membership

In exchange for the *VOLUNTEER*'s services, the *CITY* agrees to provide the *VOLUNTEER* with complimentary playing privileges, which includes:

1. Access to play the golf course during open hours, Monday through Thursday without restrictions.
2. Access to play the golf course starting at the eleventh published tee time Friday through Sunday, including holidays.
3. Access to the practice facilities during open hours.

Section 5: Schedule and Supervision

1. *VOLUNTEER*'s schedule will be mutually agreed upon by the *VOLUNTEER* and the Golf Course management.
2. *VOLUNTEER* will be supervised by the Golf Director, who will provide guidance and assign tasks.

Section 6: Volunteer Status

1. *VOLUNTEER* acknowledges that they are not an employee of the Golf Course and will not receive any compensation or benefits other than the golf membership.
2. *VOLUNTEER* will not be entitled to worker's compensation, unemployment insurance, or any other benefits provided to employees.

Section 7: Termination

1. Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party.
2. Upon termination, the *VOLUNTEER*'s golf membership and related privileges will immediately end.
3. *VOLUNTEER* will return any property or materials belonging to the Golf Course upon termination.

Section 8: Confidentiality

VOLUNTEER agrees to maintain the confidentiality of all proprietary or confidential information of the Golf Course and not to disclose such information to any third party without the prior written consent of the Golf Course.

Section 9: Liability

VOLUNTEER agrees to release, waive, discharge, and hold harmless the Adams Municipal Golf Course and City of Bartlesville, its officers, agents, and employees from any and all liability, claims, demands,

actions, and causes of action arising out of or related to any loss, damage, or injury that may be sustained by the *VOLUNTEER* while performing services under this Agreement.

Section 10: General Provisions

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

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

City of Bartlesville, OK

By: _____

Executed this the _____ Day of August 2024.

Volunteer

By: _____

NAME

Executed this the _____ day of August 2024.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on the Purchase and Sale agreement for JERRY BENEDICT *d/b/a* Adams Golf Club.

Attachments:

Purchase and Sale Agreement
Schedule B

II. STAFF COMMENTS AND ANALYSIS

Jerry Benedict retired from the Golf Professional position effective August 16th. According to his contract, the City shall have an obligation to purchase all of the inventory in the golf shop, golf cars, and other items used in connection with the said golf course operations and owned by the Golf Professional.

The City received three appraisals on the golf cars and based the number to be paid to Jerry on an average of the three appraisals. All inventory was accounted for and a value was determined based on the cost it was purchased at. Jerry Benedict opted to assume the liability of the golf gift certificates and club credit so those items were considered an exclusion in Schedule B. The final number to purchase the golf cars, the inventory / equipment, as well as taking into account the range and cart memberships was \$149,531.13.

The chart below is a breakdown of the \$149,531.13.

<u>ITEMS</u>	<u>Amount</u>
48 Carts to Purchase	\$87,500.00
Carts to Sell to Jerry (3)	
Cart #31	-\$1,350.00
Cart #51	-\$1,550.00
Cart #53 (4 seater)	-\$1,950.00
All Inventory	\$80,391.08
Jerry's approval for redeemed GC	-\$100.73
Range / Cart Memberships	-\$13,409.22
TOTAL	\$149,531.13

The Purchase and Sale Agreement was drafted and approved by City Attorney Jess Kane.

III. BUDGET IMPACT

Total budget impact would be \$149,531.13.

IV. RECOMMENDED ACTION

Staff recommends approval of the Purchase and Sale Agreement.

**PURCHASE AND SALE AGREEMENT
CONCERNING BUSINESS ASSETS**

THIS AGREEMENT is made and entered into this ____ day of August, 2024, between JERRY BENEDICT *d/b/a* Adams Golf Club and Adams Golf Club, LLC, an Oklahoma limited liability company, 201 Clear Ridge Ct., Bartlesville, Oklahoma 74006, hereinafter referred to as "SELLER", and the CITY OF BARTELSVILLE, an Oklahoma municipal corporation, 401 S. Johnstone Ave., Bartlesville, Oklahoma 74003, hereinafter referred to as "BUYER".,

R E C I T A L S:

WHEREAS, SELLER owns and operates a golf club business known as **ADAMS GOLF CLUB**, with its principal place of business located at 5801 Tuxedo Blvd., Bartlesville, Oklahoma, 74006, hereinafter referred to as the "BUSINESS";

WHEREAS, SELLER, Jerry Benedict, wishes to sell the Business in conjuncture with his planned retirement;

WHEREAS, SELLER desires to sell and BUYER desires to purchase certain assets of the BUSINESS pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ASSETS INCLUDED IN SALE: SELLER agrees to sell, assign, transfer and convey to BUYER, and BUYER agrees to purchase from SELLER all of SELLER'S interest in certain of the BUSINESS'S assets, owned, used or in which SELLER has an interest in connection with the operations by SELLER of the BUSINESS, including without limitation, the following:

(a) All tangible and intangible personal property and rights in personal property owned by the SELLER and used in the business, including furniture, trade fixtures and equipment, tools used in the business, telephone numbers and listings, trade names, supplies, signs, all other personal property used in said business, and if transferable, all permits, special licenses and franchises, and including those items of equipment more particularly described on Schedule "A" attached hereto and made a part hereof by reference, except those assets disposed of in the ordinary course of business prior to the date of closing or as permitted by this contract, or as otherwise specifically set forth herein as not included in the sale; and

(b) All on-hand inventory and supplies, in good and marketable condition, at the calculated documented cost of all inventory existing as of the closing date, as shall be set forth and determined by a joint physical inventory taken by BUYER and SELLER immediately prior to the closing date.

(c) The exclusive right to use the business trade name **ADAMS GOLF CLUB** all similarities and derivatives thereof in connection with the continued operation of the BUSINESS by BUYER. SELLER hereby waives any rights thereto and shall not after the closing make use of such name, directly or indirectly; and

(d) All Accounts Receivables less Payables (See Paragraph 12.)

(e) All goodwill associated with the BUSINESS.

2. ASSETS NOT INCLUDED IN SALE: SELLER shall be entitled to retain and shall not transfer to BUYER the following described assets:

(a) As of the Closing date: all cash, all funds contained in bank accounts, certificates of deposit and other financial instruments and/or accounts, all refundable deposits, all negotiable instruments, all prepaid insurance, and all personal hand tools belonging to SELLER; and

(b) All rights, if any, to refunds of Federal, State and Local income tax, and all prepaid income tax of SELLER; and

(c) Other: Certain personal items belonging to SELLER more particularly described on Schedule "A" as "*Assets Not Included in Sale*" attached hereto and made a part hereof by reference,

3. PURCHASE PRICE: The total purchase price shall be One Hundred Fifty-Six Thousand Nine Hundred Thirty-One and 86/100 Dollars (\$156,931.86) to be confirmed, allocated and adjusted as set forth herein. BUYER and SELLER agree that the purchase price for the assets of the BUSINESS shall be allocated, as of the Closing Date, as follows: (*Current values shown are estimated – See paragraph 8. (f) below*)

Inventory, Furniture, Fixtures, Machinery & Equipment. \$149,531.13

Total Purchase Price \$149,531.13

BUYER and SELLER agree that they shall not take any position with respect to the BUSINESS Assets which is contrary or inconsistent with the allocation of the purchase price set forth above.

4. TERMS OF PAYMENT: BUYER shall pay to SELLER the purchase price, less any agreed upon closing costs, in collected funds at time of closing.

5. FAMILIARIZATION & TRAINING: The SELLER, specifically Jerry Benedict, shall provide the BUYER and/or its designated representative(s) at no charge, the following initial training as needed for a period not to exceed ninety calendar days immediately following the date of closing.

6. CONDITIONS PRECEDENT TO CLOSING: The following conditions precedent shall be satisfied on or before August 15, 2024 and in the event any condition is not so satisfied, the BUYER or SELLER, in their sole discretion, may terminate this agreement without any liability to either party (to the extent noncompliance is not waived in writing by the BUYER) and all monies or consideration paid to date by BUYER shall be returned:

(a) All of the SELLER'S warranties and representations contained in this agreement and which are material thereto, shall be true as of the time of Closing;

(b) The SELLER and BUYER shall have complied with and performed all agreements and conditions required by this agreement to be performed or complied with prior to or at the Closing;

(c) BUYER'S review and approval of the most recent Three (3) fiscal years and interim financial statements, corporate tax returns, accounts payable, accounts receivable and related documents. BUYER'S review and approval or rejection shall be completed within thirty (30) calendar days after execution of this Agreement.

(d) BUYER'S inspection, review and approval of the real property, furniture, fixtures, and equipment. BUYER'S review and approval or rejection shall be completed within twenty (20) business days after execution of this Agreement.

(e) The determination and mutual agreement between BUYER and SELLER of the exact amount of the purchase price allocation as called for in Paragraph 3. above.

7. CLOSING: The Closing ("Closing") shall take place at the offices of BUYER located at 401 S. Johnstone Ave., Bartlesville, Oklahoma 74003 on or before **October 14, 2024**, or on such later date as shall have been agreed to by the BUYER and the SELLER in writing prior to closing. At the time of said closing, all keys to the BUSINESS premises and locations, the bills of sale and other instruments of transfer shall be delivered by the SELLER to the BUYER and the balance of the purchase shall be delivered to the SELLER. Upon completion of the said payment and transfer, the sale shall be effective and the BUYER shall take possession of said BUSINESS.

8. BUYER'S ASSUMPTION OF CERTAIN CONTRACTS AND LIABILITIES: Upon Closing, the BUYER shall be bound by and does hereby assume the terms of those certain contracts, leases and/or liabilities of the BUSINESS which are more particularly described in Schedule B attached hereto.

The BUYER agrees to indemnify and hold SELLER harmless from and against any liability or expense arising out of any breach of such contracts and/or liabilities occurring after the closing.

9. ACCOUNTS RECEIVABLES AND PAYABLES: All the BUSINESS'S accounts receivables and payables accruing to the date of Closing shall remain the property of and the responsibility of SELLER and shall not be included in this sale of the BUSINESS.

10. SELLER'S WARRANTIES AND REPRESENTATIONS: The SELLER warrants and represents the following, THAT AS OF THE CLOSING DATE:

(a) It is the owner of and has good and marketable title to all the assets specifically enumerated in paragraph 1, free from all debts and encumbrances, except those liabilities being assumed by BUYER as described herein. SELLER shall deliver to BUYER, at the closing, a Bill of Sale for all assets included in this transaction.

(b) The financial statements and schedules which are attached hereto as Schedule B have been prepared by SELLER and present a true and correct statement of the financial condition of said business as of their respective dates and that since the date of the last financial statements and schedules provided by SELLER there has been no adverse material change in the financial condition or operations of the BUSINESS'S business except changes in the ordinary course of business.

(c) The SELLER has no notice or knowledge of any business liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise, except as set forth and described herein.

(d) No litigation, governmental proceeding or investigation is pending, or to the knowledge of the SELLER threatened or in prospect, against or relating to said business.

(e) The SELLER has no knowledge of any developments or threatened developments of a nature that would be materially adverse to said business.

(f) The statements made and information given by the SELLER to the BUYER concerning said business, and upon which the BUYER has relied in agreeing to purchase said business, are true and correct and no material fact has been withheld from the BUYER.

(g) The SELLER has no knowledge of any material defects in any of the equipment, appliances, fixtures, tools or furniture included in this transaction, and further warrants that all will be in good working order on the day of closing, normal wear and tear excepted.

(h) The SELLER has no notice or knowledge of any road change or road work which would materially affect the present use of the property in the immediate vicinity of the BUSINESS'S principal place of business or any other location operated by the BUSINESS as of the closing date.

(i) There are no right(s) granted to underlying lienholders to accelerate their obligation by reason of the transfer of ownership, or any permission to transfer being required and not obtained.

(j) There are no facts indicating that any customer(s) intend to cease doing business with the SELLER or to materially alter the amount of the business currently being done with the SELLER.

(k) There are no unpaid income taxes, sales taxes, real property taxes, payroll taxes, social security taxes, unemployment taxes, or any other employer/employee taxes due and payable or accrued, except as described herein.

(l) SELLER further warrants and represents that all outstanding liabilities of the BUSINESS, excepting as specifically set forth herein in Paragraph 8 above shall be paid in full on or before the close of this sale and that BUYER shall receive possession and control of the BUSINESS free and clear of any other encumbrances.

(m) To the best knowledge and belief of SELLER, the SELLER has the right to use, free and clear of any claims or rights of others, all trade secrets and customer lists employed in carrying on the BUSINESS'S business in the manner presently being conducted. To the best knowledge and belief of SELLER, the SELLER is not using or in any way making use of, without appropriate permission, any confidential information, confidential formulae, computer software or trade secrets of any third party.

11. SELLER'S OBLIGATION PRIOR TO CLOSING: The SELLER covenants and agrees with the BUYER as follows:

(a) The SELLER shall conduct the business up to the date of closing in a regular and normal manner and shall use his best efforts to keep available to the BUYER the services of his present employees, if any, and to preserve the goodwill of the SELLER'S suppliers, customers and others having business relations with the BUSINESS.

(b) Until possession is given, SELLER agrees to maintain the BUSINESS premises, including heating, cooling, plumbing and electrical systems, built-in fixtures, together with all other equipment and assets included in this sale, in working order and to maintain and leave the premises in a clean, orderly condition. In addition, SELLER agrees to maintain, with respect to all the insurable assets of the BUSINESS, the insurance policies listed and described on Schedule C attached hereto. All such policies are in full force and effect and there is no threat by any of the carriers of such insurance to terminate any of such insurance policies, nor is there any failure by any of the SELLER to comply with any of the provisions contained in any such policies, which failure would give the insurer thereunder (a) the right to terminate the policy affected thereby or (b) grounds for nonpayment of any claim thereunder.

(c) The SELLER shall give the BUYER or his representative full access during normal business hours to the business premises, records and properties, and shall furnish the BUYER with such information concerning operation of the business as the BUYER may reasonably request.

(d) SELLER shall not create, incur or permit any mortgage, pledge, lien, charge, advertising contract or encumbrance of any kind on its business, property or assets now owned or hereafter acquired in connection with its operations between the date of this agreement and the closing, except in the normal course of business, without the consent and written approval by of the BUYER.

12. RISK OF LOSS: The SELLER assumes all risk of destruction, loss or damage due to fire or other casualty up to the date of closing. If any destruction, loss or damage occurs and is such that the business of the SELLER is interrupted, curtailed or otherwise materially affected, the BUYER shall have the right to terminate this agreement. any destruction, loss or damage occurs which does not interrupt, curtail or otherwise materially affect the business, the purchase price shall be adjusted at the closing to reflect such destruction, loss or damage. Immediately from and after the date of closing or possession by the BUYER, all risk of loss or damage shall be upon the BUYER.

13. INDEMNIFICATION BY THE SELLER: The SELLER agrees to indemnify and hold BUYER harmless from and against all debts, claims, actions, or causes of action, losses, damages and attorney's fees, now existing or that may hereafter arise from or grow out of SELLER'S past operation and ownership of the BUSINESS, either directly or indirectly, and any and all damage or deficiency resulting from any misrepresentations, breach of warranty, or non-fulfillment of any agreement on the part of SELLER under this agreement, or from any misrepresentation in, or omission from, any certificate or other instrument furnished or to be furnished to BUYER pursuant to this agreement, except causes arising from acts of the BUYER.

14. INDEMNIFICATION BY THE BUYER: The BUYER agrees to indemnify and hold SELLER harmless from and against all debts, claims, actions, or causes of action, losses, damages and attorney's fees, or that may arise from or grow out of acts or omissions of the BUYER or its agents that in any way relate to the duties and obligations arising out of this Agreement, after the time of Closing.

15. PRORATIONS: The following items shall be prorated as of the closing: personal property taxes, insurance, rents, assessments, utilities, prepaid deposits, payroll obligations. BUYER shall be advised by SELLER of the prorations in advance of closing.

16. AUTHORITY: BUYER and SELLER mutually warrant and represent that they have the full power and authority to enter into this agreement and to conclude the transaction described herein, and no contract or agreement to which either BUYER or SELLER is a party prevents either of them from

concluding the transaction described herein and/or conflicts with the terms of this Agreement or its performance, nor is the consent of any third party required thereof.

17. PERMITS AND CERTIFICATES: SELLER hereby warrants that any and all licenses and certificates necessary to continue the operation of the BUSINESS as in the past shall be current and valid as of the closing date and can be renewed at no expense to BUYER other than the normal license fees.

18. RIGHT OF OFFSET: It is understood and agreed that BUYER expects to receive possession and control of the assets free and clear of any debts and encumbrances except as set forth hereinabove. If and in the event, after the closing of the sale, BUYER shall become aware of any debts against the assets and/or BUSINESS not disclosed by SELLER in writing by the close of this sale, BUYER shall promptly notify SELLER in writing of such claim. In the event SELLER has not legally contested or paid such valid claim within thirty (30) days following receipt of such notice from BUYER, then and in that event, BUYER may, at its sole option, pay such claim and shall receive full reimbursement from the SELLER within 10 days of receipt.

19. RIGHT OF INSPECTION: From the date of the execution of this Contract until the date of Closing, SELLER shall make available to BUYER from time to time, upon reasonable notice and during regular business hours, full access to the BUSINESS'S premises, the books, tax returns, accounts and records relating to its operation, and cooperate in discussing the present and projected business operation with BUYER.

20. CONDITION OF EQUIPMENT: BUYER acknowledges that all equipment included in this sale is being purchased on an "as is" basis without warranty of merchantability or fitness for any particular purpose Unless otherwise agreed upon in writing, BUYER, by Closing or taking possession of the BUSINESS, shall be deemed to have accepted the BUSINESS in its then condition, including fixtures, equipment, and all other assets included in this sale.

21. SALES TAXES: Any sales or use taxes required to be paid with respect to the transfer of the BUSINESS assets shall be reported and paid by the BUYER, and the BUYER expressly agrees to indemnify and hold the Seller harmless from any liability for the payment of said tax liability.

22. BREACH; SPECIFIC PERFORMANCE: In the event of breach of this agreement by SELLER, or BUYER each shall, in addition to all other remedies provided by law, have the option to seek specific performance of this agreement. In the event of breach by either party the court may award attorney fees for enforcement of this agreement.

23. SURVIVAL OF REPRESENTATIONS AND WARRANTIES: All the representations and warranties contained in this agreement shall survive delivery by BUYER of the consideration to be given

by it hereunder and shall survive and continue after the closing and shall be personally guaranteed by the respective signatories of this Agreement.

24. ENTIRETY OF AGREEMENT: No warranties, representations, promises or agreements have been made between the parties other than as expressly herein set forth, and neither BUYER, SELLER nor BROKER shall be nor are they bound by any warranties, representations, promises or agreements not set forth herein. This agreement constitutes the entire agreement and understanding of the parties and cannot be modified except in writing executed by all of the parties hereto.

25. CHOICE OF LAW: This agreement shall be governed by and construed under the laws of the State of Oklahoma, and venue is proper in Washington County Oklahoma.

26. NOTICE: All notices to be given with respect to the terms and conditions of this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested to the party to be notified at the address set forth herein or at such other address as either party from time to time may designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited with the United States Mail in the manner prescribed herein.

27. SEVERABILITY: The invalidity or unenforceability of any particular provision of this agreement shall not affect any other provision hereof, and in the event that any provision hereof is found by a Court of competent jurisdiction to be invalid or unenforceable, this Agreement shall be construed in all respects as if such invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance herefrom.

28. BINDING EFFECT: This agreement shall bind and inure to the benefit of the parties, their successors, assigns, personal representatives, heirs and legatees of the parties hereto.

29. ASSIGNMENT: Neither SELLER nor BUYER shall assign this agreement without the prior written approval of the other.

30. EXPENSES: SELLER and BUYER shall each pay their own expenses and costs in connection with this agreement and the transaction contemplated hereby.

31. MULTIPLE ORIGINALS: This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

32. PARAGRAPH HEADINGS: The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this contract or any sections thereof.

33. WAIVER: No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid, unless in writing, and duly executed by the party to be charged therewith. The failure of either party hereto to exercise or otherwise act with respect to any of its rights hereunder in the event of a breach of any of the terms or conditions hereof by the other party shall not be construed as a waiver of such breach, nor thereafter prevent such party from enforcing strict compliance with any and all of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 7th day of October, 2024 and acknowledge receipt of a copy hereof.

Seller:


Jerry Benedict, an individual
d/b/a Adams Golf Club

ADAMS GOLD CLUB, LLC
An Oklahoma limited liability company

By: 
Jerry Benedict,
Manager

Buyer:

CITY OF BARTLESVILLE
An Oklahoma Municipal Corporation

By: _____
Dale Copeland,
Mayor

Schedule B

- Club Credits
- Gift Certificates
- Tradename
- Goodwill

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on Task Order No. 4 to the Master Services Agreement with Parkhill, Smith and Cooper for Airport Consulting Services

Attachments:

Task Order No. 4 to the Parkhill, Smith, and Cooper Master Services Agreement

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. Task Order No. 2 was authorized in February, 2024 for the design services and grant administration for the taxilane project and Task Order No. 3 was authorized in August, 2024 for construction phase services for the taxilane project. A pre-construction meeting was held on October 2, 2024 and the start date for that project will be October 7, 2024. The project should wrap up in first quarter 2025.

In December, 2024, Oklahoma Department of Aerospace and Aeronautics (ODAA) Director Grayson Ardies reached out to Oklahoma airports to inform them that the ODAA planned to continue their hangar development program with a substantial increase in available funding approved by the State legislature. The ODAA Hangar Grant Program provides a 40% share with no maximum cost share. Local share could come from FAA non-primary entitlement (NPE) funding, FAA AIG funding, city funding, airport revenues, traditional loan or bonding source, or any other federal or state grant funding. This is an improvement over the 30% share that used to be standard for hangar grants. Around this same time the Bartlesville Development Authority (BDA) had shown interest in being involved with a hangar project at the Bartlesville Municipal Airport for economic development opportunities as they also looked to make infrastructure improvements to the Sunset Industrial Park property located adjacent to the airport. City staff reached out to the BDA and set up a meeting with them and the ODAA to discuss a future hangar project. At that meeting in December, 2022, all parties agreed that the ODAA would be in favor of participating in a hangar project at the airport and that the BDA would provide the local share of the cost. The City sent a pre-application form to ODAA in January 2023 and in February, 2023, the City received verbal confirmation that a hangar project for Bartlesville had been

selected by the ODAA, realizing that the final scope and cost was yet to be determined, but basing this off of a \$4.2MM project estimate.

Some preliminary work has been done to get an idea of what size hangar is desirable for the City, the BDA, and the ODAA and to fine tune high level cost estimates. All parties have agreed that a 120'x130' box hangar with a 30' lean-to is the goal. This would facilitate attraction of a maintenance and repair business at the airport and would be large enough to handle desired aircraft. The current estimate, without a detailed design, is around \$4,245,675. Task Order No. 4 will cover the design, bidding, and fire risk assessment for the project. They have proposed \$199,900.00 for the work.

III. BUDGET IMPACT

Everything in Task Order No. 4 is 40% reimbursable the ODAA grant. The remaining 60% will be funded by the BDA. There is no impact to the City of Bartlesville capital or operating budgets.

IV. RECOMMENDED ACTION

Staff recommends approval of Task Order No. 4 to the Parkhill Master Services Agreement.

October 7, 2024

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

Re: Task Order 04 to the MASTER AGREEMENT for Professional Services
ODAA BVO-24-S, Construct Box Hangar
Bartlesville Municipal Airport

Dear Mr. Copeland:

As requested, we prepared a Task Order 04 to include Final Design, Bidding Phase, NFPA 409 Fire Risk Assessment, and ODAA Grant Administration related to the referenced Project. Parkhill understands the Project scope to include:

1. Parkhill to provide Engineering Design Services for the construction of 120' by 130' box hangar with a 30' lean-to including:
 - a. Commence Predesign Meeting involving Parkhill and Owner. This meeting will discuss scope, Owner objectives, schedule, budget, and other pertinent information.
 - b. Perform design and prepare a plan set with the following anticipated sheets:
 - i. Coversheet
 - ii. Bid Items and Notes
 - iii. Construction Safety Plan and Details
 - iv. Erosion Control and Details
 - v. Typical Section
 - vi. Site and Grading Plan
 - vii. Architectural Floor Plan
 - viii. Architectural Elevation & Roof Plan
 - ix. Architectural Sections
 - x. Joint Layout Plan
 - xi. Misc. Details
 - c. Prepare Technical Specifications per FAA AC 150/5370-10H, ODOT Specifications or other industry standards.
 - d. Prepare opinion of cost (OPC) to reflect final design.
 - e. Perform QC on Project deliverables.
 - f. Prepare and submit FAA Form 7460 for airspace review.
 - g. Host a final review meeting with Owner.
2. Parkhill to provide Bidding Phase Services as further detailed in Exhibit A.
3. In partnership with a qualified subconsultant, Parkhill Complete a NFPA 409 Fire Risk Assessment as further detailed in Appendix 1 to Exhibit A.
4. Parkhill to provide Oklahoma Department of Aeronautics and Aerospace (ODAA) Grant Administration Services as further detailed in Exhibit A. These services will be specifically for the grant that funds the hangar (anticipated to be 40% ODAA/ 60% Airport Sponsor), with the expectation that the apron paving immediately adjacent to the hangar will be funded by a second ODAA grant (anticipated to be 95% ODAA/ 5% Airport Sponsor). Parkhill will contract the grant administration for the second ODAA grant under a future task order.

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

Task 3FDS	Lump Sum Fee for Final Design Services	\$ 160,000.00
Task 4BID	Lump Sum Fee for Bidding Phase Services	\$ 10,400.00
Task 8SSD	Lump Sum Fee for NFPA 409 (2022) Fire Risk Assessment	\$ 17,500.00
Task 12OG	Lump Sum Fee for ODAA Grant Administration (Hangar)	\$ 12,000.00
TOTAL Professional Services		\$ 199,900.00

ASSUMPTIONS

Assumptions related to Parkhill contract include:

- Geotechnical Field Investigation Report will be provided by the City of Bartlesville.

EXCLUSIONS

Exclusions to Parkhill contract include but are not limited to:

- Design of the fire suppression system is excluded. Upon completion of the NFPA 409 fire suppression analysis, any fire suppression design requirements will be contracted by a separate task order.

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
Mayor

Date

TB/bc

Enclosures

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* (Tasks 3FDS and 8SSD)

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

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

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

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

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

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

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

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

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

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

2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents are issued, attend prebid

conferences, if any, and receive and process Contractor deposits or charges for Bidding Documents.

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

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

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

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

A 1.05 *Construction Phase* (Not Used)

A 1.06 *Grant Administration Phase* (Task 12OG)

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

1. *ODAA Grant Administration*. Prepare the following, in support of the grant from the Oklahoma Department of Aerospace and Aeronautics:

- a. ODAA Grant Application
- b. Monthly ODAA Partial Pay Request Form (reimbursement)
- c. Construction Management Program per ODAA requirements
- d. ODAA Closeout Documentation, as required by the ODAA Grant Agreement

PART 2 -- ADDITIONAL SERVICES

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



Proposal for Fire Protection Engineering Services
Parkhill
New Box Hangar Bartlesville OK

Proposal Submitted to:

Tessa Hazlett
Parkhill
14101 Wireless Way, Suite 350
Oklahoma City, OK 73134

Proposal Submitted by:

Dominique Noel
Rated Engineering PLLC
609 S. Kelly Ave., Suite H2
Edmond, OK 73003

Project Summary

Client: Parkhill	Client Project Number: Unknown
Project Name: New Box Hangar	Owner: Bartlesville Municipal Airport
Jurisdiction: City of Bartlesville	Project Location: Bartlesville OK
New <input checked="" type="checkbox"/> Existing <input type="checkbox"/> Addition <input type="checkbox"/> Renovation <input type="checkbox"/>	IBC Construction Type: II-B
Number of Stories: 1	Area of all Stories (approx.): - 23,640 sq.ft.
Study Only <input checked="" type="checkbox"/> Design Only <input type="checkbox"/> Design and Construction <input type="checkbox"/> Construction Only <input type="checkbox"/> Other <input type="checkbox"/>	
Brief Description of Project Scope: Bartlesville Municipal Airport is constructing a new hangar to accommodate aircraft repair operations. Bartlesville Municipal Airport retained Parkhill to serve as the design lead. Parkhill has requested Rated Engineering perform a fire risk assessment to evaluate feasibility and risk tolerance of omission of foam fire suppression systems from the aircraft servicing area.	

Proposed ScopeNFPA 409 (2022) Fire Risk Assessment

1. Prepare a fire risk assessment in accordance with NFPA 409 (2022) to study whether omission of foam fire suppression is feasible for the New Box Hangar. Acceptance of the fire risk assessment is contingent upon participation and acceptance of identified risks by all stakeholders including the fire code official(s), owner representatives, insurance providers, and facility owner/operators. This proposal does not guarantee any particular outcome of the fire risk assessment. The Client and Owner must be active participants and facilitate communication between Rated Engineering and all project stakeholders. This includes two site visits to meet with on-site stakeholders, perform a hydrant flow test, if deemed necessary by Rated Engineering and to present fire risk assessment results.

ClarificationsGeneral

- a. Deliverables will be provided electronically.
- b. Deliverables will be prepared using inch-pound units.
- c. Client will provide information on building systems and elements as required for Rated Engineering to complete their engineering analysis described above.
- d. Owner will provide information on operational considerations necessary to evaluate acceptable fire for Rated Engineering to complete their engineering analysis.
- e. The Fire Protection Engineering discipline includes fire suppression systems, fire alarm and detection systems, building and site fire and life safety code compliance, fire-rated construction, means of



egress, portable fire extinguishers, firestop, fire/smoke dampers, exit signs, means of egress illumination, and other related systems. The client has requested that Rated Engineering only provide engineering services as indicated in the proposed scope above.

Site Visits

- f. Where hydrant flow testing is included, dechlorination is excluded. This assumes the water utility supplying the hydrants is compliant with all applicable environmental regulations.
- g. Each site visit includes the following expense:
 - a. Roundtrip time and vehicle mileage
 - b. Site visit report
 - c. One meal

Exclusions

- h. Construction site fire safety services are excluded.
- i. Fire suppression water quality testing is excluded.
- j. Design services are excluded.
- k. Drawing development is excluded.
- l. Specification development is excluded.
- m. Calculation development is excluded.
- n. Emergency responder radio communications services are excluded.
- o. Printing and shipping costs are excluded.
- p. Preparation of equivalencies and alternative design methods are excluded.
- q. Expert witness, subrogation, and related legal services are excluded.

Fee Summary

The lump sum fee for the proposed scope of work is:

Refer to the attached estimate for additional detail.

Terms and Conditions

All sales of engineering services (collectively referred to herein as "Engineering Services") by Rated Engineering PLLC (RATED) are subject to the following terms and conditions. All proposals, quotations or acknowledgments issued by RATED are an offer to sell Engineering Services pursuant to these terms and conditions. RATED objects to any additional or different terms contained in any documentation submitted by Client. No waiver or modification of these terms and conditions shall be binding on RATED unless authorized in writing by RATED.

SCOPE. The scope of work for the Engineering Services to be provided to Client is specifically set forth in the proposal, quote, or acknowledgment submitted to Client by RATED. If Client requests a change in the scope of the Engineering Services to be provided, RATED reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that RATED is providing the Engineering Services only and is not providing or participating in the provision of any product(s) unless explicitly stated. RATED will not be obligated to provide any services which are (a) outside



of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

TIME AND MATERIALS. Charges for Engineering Services that are conducted on a Time and Materials basis will be at a rate indicated in the purchase order and will additionally include any related reimbursable expenses. The labor hours required to perform the Engineering Services will be recorded on a time sheet by the individual performing the services. Labor hours will be recorded to the nearest quarter hour. Actual hours worked will be recorded for Engineering Services performed in RATED's or Client's offices. On international projects, the labor hours spent in obtaining visas, medical certifications, inoculations, etc. will be also be recorded. Travel time will be recorded home-to-destination, home being RATED office address.

CLIENT OBLIGATIONS. Client shall make available in a timely manner at no charge to RATED all drawings, technical data, measurements, or other information and resources reasonably required by RATED for the performance of the Engineering Services. Client will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client.

PAYMENT TERMS. Client shall be responsible for timely payment of invoices, regardless of any agreement that Client may make regarding cost sharing with other parties. Invoices will normally be submitted every four weeks, in U.S. Dollar amounts, for charges accrued during the previous four weeks. Standard payment terms are net 30 days for creditworthy Clients. Payment must be made in U.S. Dollars by check or order drawn on a U.S. bank. Any bank charges made to process an instrument will be considered a reimbursable expense. RATED reserves the right to stop work on projects where payment is past due.

INSURANCE. RATED agrees to maintain the insurance coverage as indicated in the attached certificate of insurance for the duration of this agreement.

REMEDY FOR BREACH OF THE LIMITED WARRANTY. The parties acknowledge and agree that the Engineering Services are being provided by RATED with the expectation that RATED is not assuming any financial or operational risks of the Client. In the event RATED commits an error with respect to, or incorrectly performs the Engineering Services, RATED shall use commercially reasonable efforts to correct such error, or re-perform such Engineering Services at no cost to Client. Client acknowledges that its sole and exclusive remedy, and RATED's sole and exclusive liability, for any defect or error in the Engineering Services shall be correction, re-performance or substitution of such services by RATED.

INDEMNITY. Client and RATED mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

LIMITATION ON DAMAGES

1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither RATED nor Client, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or



connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both RATED and Client shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

3 Notwithstanding any other provision of this Agreement, RATED agrees that, to the fullest extent permitted by law, Client's total liability to RATED for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Client under this Agreement, shall not exceed the amount of Client's fee earned under this Agreement. This limitation of liability shall apply to all phases of Client's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

4 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, RATED's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through RATED under this Agreement, shall not exceed the amount of RATED's fee earned under this Agreement. This limitation of liability shall apply to all phases of RATED's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

REVIEW OF DOCUMENTS PREPARED BY OTHERS. Where RATED's services include review of documents prepared by others, Client acknowledges that RATED does not assume liability for all contents of said documents. The primary purpose of RATED's review is to confirm design intent. Client acknowledges that said documentation prepared by others may not accurately represent all required coordination, obstructions, offsets, details, manufacturer criteria, and similar elements and agrees to not hold RATED liable for related errors or omissions.

CANCELLATION, SUSPENSION OR DELAY. This agreement has no automatic termination date. Client may cancel an order for Engineering Services upon written notice to RATED and payment of an agreed upon cancellation charge, which shall include all costs incurred by RATED prior to the cancellation plus a reasonable profit. A purchase order may be suspended or delayed by Client with RATED's prior written consent. If RATED agrees to suspension or delay, Client shall reimburse RATED for all costs incurred up to the date of such suspension or delay, plus a reasonable profit. All other costs related to and risks incidental to resumption of the Services shall be borne by Client. RATED may cancel any purchase order by providing 30 days written notice to client. If RATED cancels a purchase order, Client shall reimburse RATED for services performed up to and including the effective cancellation date.

DELIVERY/FORCE MAJUERE. RATED shall have no liability for delays or any other breach of its obligations resulting from a war, riot, explosion, epidemic, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of RATED.

DOCUMENTATION. Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, all documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments (collectively the "Documentation") prepared or furnished by RATED are the property of RATED and shall not be considered works for hire. RATED shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. The Documentation is not intended or represented to be suitable for use on any other project. Any reuse of the Documentation without written verification or adaptation by RATED for the specific purpose intended is prohibited and will be at Client's sole risk and without liability or legal exposure to RATED. Client



agrees to defend, indemnify and hold RATED harmless against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or in any way connected with the unauthorized use or modification of the Documentation by Client or any person or entity that acquires or obtains the Documentation from or through Client without the written authorization of RATED.

HARDWARE. Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, any tools, instrumentation, or other hardware (collectively the "Hardware") that is purchased for the purpose of conducting the Engineering Services are the property of RATED.

INTELLECTUAL PROPERTY RIGHTS. Each party shall retain ownership of all intellectual property it had prior to commencement of the Engineering Services. Except as otherwise set forth on the scope of work, Client shall own the rights to all discoveries, improvements, and inventions conceived of or made by RATED that are a direct result of the Engineering Services performed for Client. At Client's request and expense, RATED shall execute all papers and deliver to Client all data and other information, and perform other acts as Client may require, to assign and transfer all RATED's right, title and interest therein to Client and to enable Client to apply for, obtain, and enforce patent protection thereon. Time and expenses incurred by RATED in connection therewith shall be paid by Client.

COMPLIANCE WITH LAWS. The parties agree to comply with all applicable federal, state, or local laws in connection with the Engineering Services being provided pursuant to this Agreement.

GOVERNING LAW. The relationship between Client and RATED shall be governed by the laws of the State of Oklahoma.

DISPUTE RESOLUTION. All claims or disputes of any kind arising out of the relationship between Client and RATED shall be submitted to mediation prior to filing suit. Any action filed between the parties shall be filed in the state or federal courts in and for Oklahoma County, Oklahoma. The prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

ASSIGNMENT. Client may not assign the Agreement between RATED and Client without the prior written consent of RATED.

THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against RATED. RATED's Engineering Services are being performed solely for Client's benefit, and no party or entity shall have any claim against RATED because of this Agreement or the performance or nonperformance of the Engineering Services.

INDEPENDENT CONTRACTORS. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between Client and RATED and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and RATED.



Proposal for Fire Protection Engineering Services
Parkhill
New Box Hangar Bartlesville OK

Proposal Submitted by:

Proposal Accepted by:

Signature

July 23, 2024

Date

Dominique Noel, PE

Printed Name

Principal

Title

Rated Engineering, PLLC

Company

Estimate



Date 07-23-2024
Project 24-073 - New Box Hangar Bartlesville OK

Client
Parkhill
14101 Wireless Way, Suite 350
Oklahoma City, OK 73134
Attn: Tessa Hazlett

Project Totals

Task	Estimate	Previous	Grand Total
1 - NFPA 409 Fire Risk Assessment			
Labor Subtotal			
Direct Expenses			
Total			

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 \$ 199,900.00 based on the following distribution of compensation:

- | | |
|----------------------------------|--------------------------------|
| a. Study and Report Phase | \$ <u> </u> |
| b. Preliminary Design Phase | \$ <u> </u> |
| c. Final Design Phase | \$ <u>177,500</u> |
| d. Bidding and Negotiating Phase | \$ <u>10,400</u> |
| e. Construction Phase | \$ <u> </u> |
| f. Grant Administration Phase | \$ <u>12,000</u> |

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 to Exhibit B
Parkhill
Hourly Rate Schedule
January 1, 2024 through December 31, 2024

Client: City of Bartlesville Project: Construct Box Hangar
Agreement Date: October 7, 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		



Agenda Item 7.d.i.

October 3, 2024

Prepared by Greg Collins

Special Projects Manager

Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of a donation of 0.14 acres +/- of land described as Lot 6, Less the East 45 feet, of Block 19, Capitol Hill Addition to the City of Bartlesville, Washington County, Oklahoma, from Weare-West Family Trust, Arvest Bank, Trustee, addressed as 216 SE Wyandotte Ave.

Exhibits / Attachments:

- | | |
|-----------------|---------------|
| 1) Location Map | 3) Zoning Map |
| 2) Photos | 4) Deed |

II. STAFF COMMENTS AND ANALYSIS

The Weare-West Family Trust owns 216 SE Wyandotte Ave., legally described as Lot 6, Less the East 45 feet, of Block 19, Capitol Hill Addition to the City of Bartlesville, Washington County, Oklahoma. The property is a vacant lot located at the northeast corner of Wyandotte Ave. and SE 3rd St. The property is zoned General Commercial C-5. Based on City GIS mapping, the lot is approximately 66 feet wide and 89 feet in depth, from Wyandotte Ave, around 5,874 square feet more or less (subject to a survey of the property).

The Trustee of the owner of the property, Arvest Bank, wishes to donate the property to the City. The property was the former site of a house that suffered extensive fire damage and was declared dilapidated and demolished by the City on October 21, 2022 pursuant to code enforcement case, DS-0922-0104. The lien for the cost of the demolition was paid by the owner, and the City has released that lien. The donation of the property would include a waiver of any remaining City code enforcement liens on the property, if any remain.

III. RECOMMENDED ACTION

City staff recommends acceptance of this donation of land and the waiver of any remaining City liens on the property, if any.

Exhibit 1 – Location Map



Exhibit 2: Photos of 216 S. Wyandotte Ave.

216 S. Wyandotte, View Looking East



216 S. Wyandotte Ave, View looking Northwest



Exhibit 3: Zoning Map



TRUSTEE'S DEED
AND MEMORANDUM OF TRUST UNDER 60 O.S. § 175.6a

THIS INDENTURE, made this 3rd day of October, 2024, by and between Arvest Bank, Trustee of the Weare-West Family Trust dated April 28, 2011, and any amendments thereto (referred to herein as "Grantor"), and the City of Bartlesville, Oklahoma, a municipal corporation, 401 S. Johnstone Ave., Bartlesville, Oklahoma 74003 (referred to herein as "Grantee").

WITNESSETH, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto said Grantee the following described real property in the County of Washington, State of Oklahoma, to-wit:

Lot Six (6) in Block Nineteen (19) of Capitol Hill Addition to the City of Bartlesville, Washington County, State of Oklahoma, less the East 45 feet thereof.

together with all and singular the hereditaments and appurtenances thereunto belonging. TO HAVE AND TO HOLD said described premises unto Grantee, its successors and assigns forever.

THE PURPOSE OF THIS CONVEYANCE IS TO TRANSFER TO GRANTEE ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE ABOVE DESCRIBED REAL PROPERTY AS DESCRIBED IN THE DECLARATION RECORDED ON MAY 3, 2011 IN BOOK 1098, PAGE 1645, WASHINGTON COUNTY CLERK'S OFFICE.

This instrument contains the information required in a Memorandum of Trust specified in 60 O.S. § 175.6a. This instrument is executed and delivered pursuant to a Trust, wherein the Trustee and/or any Successor Trustee is specifically authorized to sell said real estate or any part thereof, and wherein no person, firm nor corporation dealing with the Trustee with reference to any of the Trust property, if acting in good faith, shall be required to ascertain the authority of the Trustee, nor to see the performance of the Trust, nor be responsible in any way for the proper application of funds or property paid or delivered to the Trustee as though the Trustee were the unconditional owner. And further, each Successor Trustee shall have all title, powers and discretion herein given the Trustee, without any act of conveyance.

IN WITNESS WHEREOF, executed on the day and year written above.

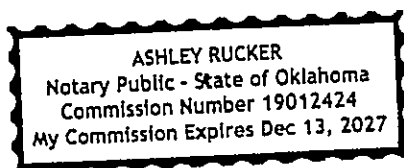
ARVEST BANK, Trustee

By: Brandy L. Robles
Brandy L. Robles, VP, Trust Officer

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me this 3rd day of October, 2024, by Arvest Bank, Trustee of the Weare-West Family Trust dated April 28, 2011, and any amendments thereto.

[Seal]



Ashley Rucker
Notary Public

Accepted this ____ day of _____, 2024:

CITY OF BARTLESVILLE, OKLAHOMA
A municipal corporation

By: _____
Dale Copeland, Mayor

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2024-2025 appropriating unanticipated revenue in the Restricted Revenue Fund of the Community Development Department to utilize grant funds from Phillips 66 for a tree planting program.

Attachments: Resolution

II. STAFF COMMENTS AND ANALYSIS

In order to accept \$15,000 in funding from Phillips 66 and to utilize said funding for a tree planting program as per an agreement with Up With Trees, a budget amendment must be approved. The attached resolution authorizes a budget amendment to the Restricted Revenue Fund (243) of the Community Development Department (180).

III. BUDGET IMPACT

There is no impact to the current budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the budget resolution as presented.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2024-2025, APPROPRIATING UNANTICIPATED GRANT REVENUE IN THE RESTRICTED REVENUE FUND OF THE COMMUNITY DEVELOPMENT DEPARTMENT FOR THE USE OF GRANT FUNDS FROM PHILLIPS 66 FOR A TREE PLANTING PROGRAM.

WHEREAS, the City of Bartlesville has received unbudgeted grant funding in the amount of \$15,000; and

WHEREAS, the City of Bartlesville needs to appropriate \$15,000 of these revenues prior to their expenditure;

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

The Restricted Revenue Fund (243) of the Community Development Department (180) shall be increased as follows:

Other Services (52510)	\$ 15,000
------------------------	-----------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 7th DAY OF OCTOBER, 2024.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2024-25 appropriating unbudgeted revenue for the Police Department.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2024-2025. Appropriating unbudgeted revenue for the Police Department.

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville Police Department received \$16,124 from Black Rain Ordinance for the sale of firearms from evidence and a \$3,000 donation from the District Attorney for the purchase of Flock Cameras. These funds must be appropriated prior to their expense. We have received the funds from Black Rain Ordinance and have a pledge in writing from Will Drake.

III. BUDGET IMPACT

Budgetary impact nets zero, \$19,124 increase in revenue and \$19,124 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 2024–2025, APPROPRIATING UNBUDGETED REVENUE FOR THE GENERAL FUND.

WHEREAS, THE City of Bartlesville has received unbudgeted revenue from the sale of firearms in evidence in the amount of \$16,124 and a donation from District Attorney's Office in the amount of \$3,000; and

WHEREAS, the City of Bartlesville needs to appropriate \$19,124 of these revenues prior to their expenditure;

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

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

Tools & Equipment (53410)	\$ 19,124
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APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 7th DAY OF OCTOBER, 2024.

Mayor

Attest:

City Clerk

BARTLESVILLE NEXT PROGRESS REPORT - SEPTEMBER 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	90%	Selected alternative solutions due to usability issues with 311 and EAM.
4		Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.	CCO	10/24	75%	
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	100%	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	80%	Began Polco implementation
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 - SEPTEMBER 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	75%	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 - SEPTEMBER 2024

	b	Present recommendations to the Council	Comm Dev	10/24	50%	Joint meeting of Council and CPC schedule for 10/17/24
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	5%	
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 have started.
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%	This goal will be updated in the next version of the NEXT plan
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	50%	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 - SEPTEMBER 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	100%	10 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	95%	
	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		95%	Proposed regulations will be presented to Council on 10/7/24
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%	



Agenda Item 7.g.i.

September 6, 2024

Prepared by Jason Muninger, CFO/City Clerk
Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the one month ending July 31, 2024.

Attachments:

Interim Financials for July 30, 2024

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for July 2024; these should provide sufficient information for the City Council to perform its fiduciary responsibility. All supplementary, detailed information is available for the Council's use at any time upon request. All information is subject to change pending audit.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends the approval the Interim Financials for July 30, 2024.



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

For The One Month Ended July 31, 2024

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Quinn Schipper

Ward 5 - Trevor Dorsey

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Finance Supervisor

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WATER OPERATING/BMA WATER FUNDS

SANITATION

OTHER FUNDS:

REVENUE BUDGET STATUS

EXPENDITURE BUDGET STATUS

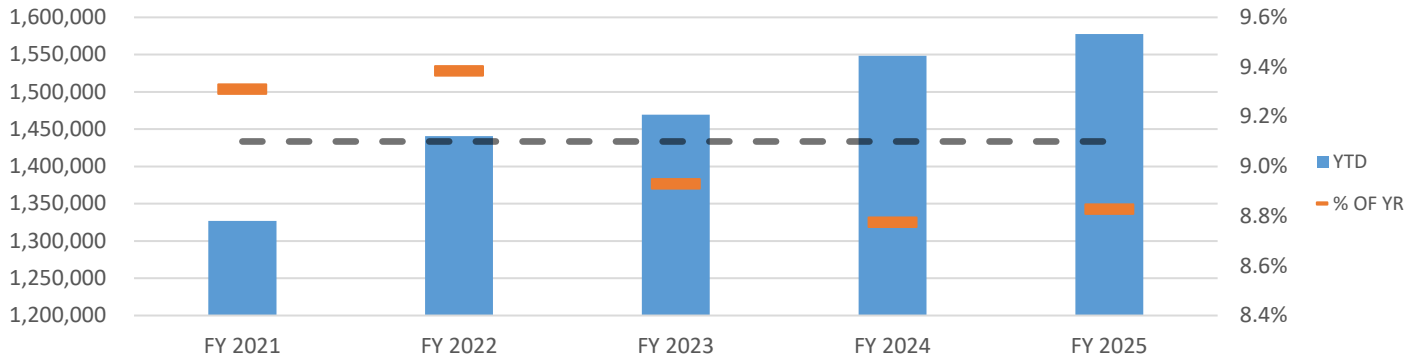
CHANGE IN FUND BALANCE

EXPLANATORY MEMO

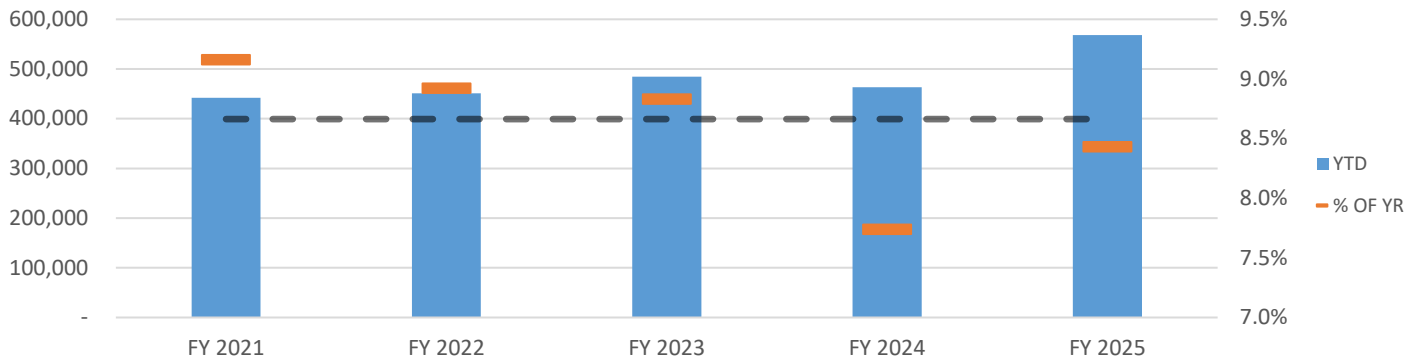
FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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

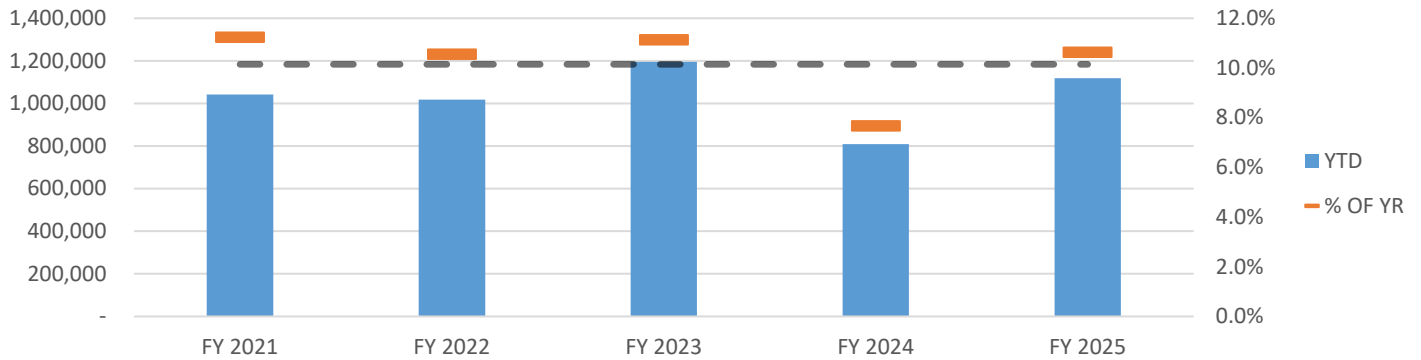
GENERAL FUND SALES TAX



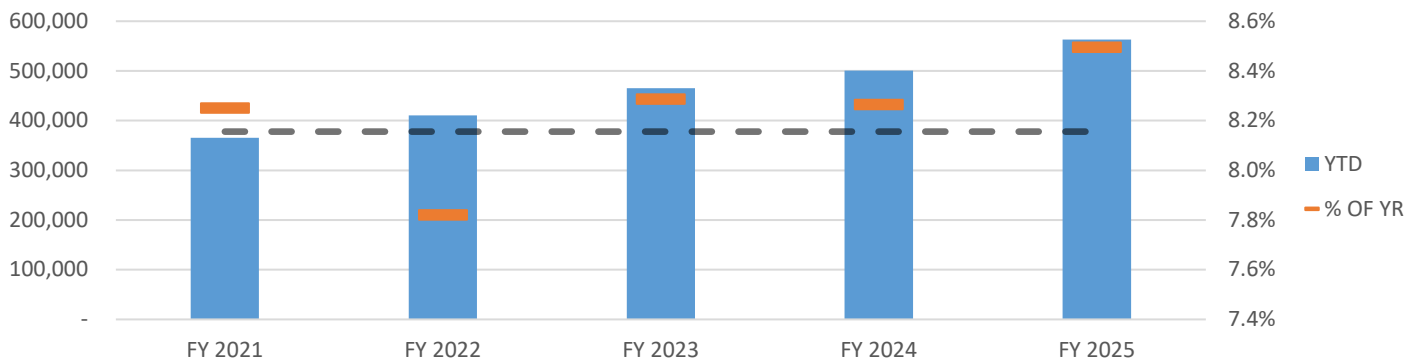
WASTEWATER FEES



WATER FEES



SANITATION FEES



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

8% of Year Lapsed

	2024-25 Fiscal Year					2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	% Total Year
Revenue:							
Sales Tax	\$ 14,869,148	\$ 1,239,096	\$ 1,577,572	\$ -	\$ 1,577,572	10.6%	\$ 1,548,349 8.6%
Use Tax	4,513,154	376,096	377,063	-	377,063	8.4%	368,121 7.6%
Gross Receipt Tax	1,656,600	138,050	119,539	-	119,539	7.2%	81,087 5.3%
Licenses and Permits	260,000	21,667	105,110	-	105,110	40.4%	98,723 38.0%
Intergovernmental	629,000	52,417	54,491	-	54,491	8.7%	57,824 7.9%
Charges for Services	539,900	44,992	52,483	-	52,483	9.7%	75,709 13.2%
Court Costs	193,900	16,158	9,648	-	9,648	5.0%	14,182 7.7%
Police/Traffic Fines	393,300	32,775	17,033	-	17,033	4.3%	31,195 9.2%
Parking Fines	45,300	3,775	4,045	-	4,045	8.9%	2,910 5.7%
Other Fines	66,000	5,500	4,216	-	4,216	6.4%	5,494 8.7%
Investment Income	150,000	12,500	408,217	-	408,217	272.1%	219,120 10.4%
Miscellaneous Income	844,700	70,392	20,073	-	20,073	2.4%	33,820 3.0%
Transfers In	6,549,579	545,798	545,834	-	545,834	8.3%	546,780 8.3%
Total	\$ 30,710,581	\$ 2,559,216	\$ 3,295,324	\$ -	\$ 3,295,324	10.7%	\$ 3,083,314 8.5%
Expenditures:							
General Government	\$ 10,094,553	\$ 841,213	\$ 896,828	\$ 147,847	\$ 1,044,675	10.3%	\$ 965,072 10.7%
Public Safety	18,373,415	1,531,118	1,469,644	310,311	1,779,955	9.7%	1,630,955 9.6%
Street	2,180,609	181,717	182,574	(3,634)	178,940	8.2%	151,373 7.8%
Culture and Recreation	3,820,555	318,380	300,511	44,728	345,239	9.0%	318,546 8.9%
Transfers Out	4,787,466	398,956	398,994	-	398,994	8.3%	349,142 8.3%
Reserves	1,225,200	102,100	-	-	-	0.0%	- N.A.
Total	\$ 40,481,798	\$ 3,373,484	\$ 3,248,551	\$ 499,252	\$ 3,747,803	9.3%	\$ 3,415,088 9.6%
Changes in Fund Balance:							
Fund Balance 7/1			\$ 5,555,372				
Net Revenue (Expense)			46,773				
Ending Fund Balance			\$ 5,602,145				

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

8% of Year Lapsed

	2024-25 Fiscal Year						2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 6,742,581	\$ 561,882	\$ 568,642	\$ -	\$ 568,642	8.4%	\$ 463,682	7.6%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	83,000,000	6,916,667	-	-	-	0.0%	-	N.A.
Miscellaneous	30,000	2,500	3,071	-	3,071	10.2%	243	0.2%
Total	\$ 89,772,581	\$ 7,481,049	\$ 571,713	\$ -	\$ 571,713	0.6%	\$ 463,925	7.3%
Expenditures:								
Wastewater Plant	\$ 3,177,550	\$ 264,796	\$ 254,683	\$ 2,767,819	\$ 3,022,502	95.1%	\$ 2,951,133	99.9%
Wastewater Maint	993,617	82,801	69,088	(984)	68,104	6.9%	62,119	7.5%
BMA Expenses	1,500,000	125,000	-	-	-	0.0%	-	N.A.
Transfers Out	1,836,183	153,015	153,029	-	153,029	8.3%	137,258	8.3%
Reserves	97,138	8,095	-	-	-	0.0%	-	N.A.
Total	\$ 7,604,488	\$ 633,707	\$ 476,801	\$ 2,766,835	\$ 3,243,636	42.7%	\$ 3,150,510	58.0%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,925,118					
Net Revenue (Expense)			94,912					
Ending Fund Balance			\$ 3,020,030					

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

8% of Year Lapsed

	2024-25 Fiscal Year						2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,091,140	\$ 924,262	\$ 1,161,478	\$ -	\$ 1,161,478	10.5%	\$ 852,593	8.1%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	7,500,000	625,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	-	-	-	N.A.	-	0.0%
Total	\$ 18,591,140	\$ 1,549,262	\$ 1,161,478	\$ -	\$ 1,161,478	6.2%	\$ 852,593	7.5%
Expenditures:								
Water Plant	\$ 4,094,740	\$ 341,228	\$ 284,513	\$ 34,631	\$ 319,144	7.8%	\$ 358,595	9.7%
Water Administration	465,954	38,830	30,369	328	30,697	6.6%	41,076	10.0%
Water Distribution	2,373,912	197,826	136,722	39,359	176,081	7.4%	138,787	7.2%
BMA Expenses	10,775,784	897,982	-	306,009	306,009	2.8%	-	0.0%
Transfers Out	2,878,743	239,895	239,909	-	239,909	8.3%	215,451	8.3%
Reserves	252,659	21,055	-	-	-	0.0%	-	N.A.
Total	\$ 20,841,792	\$ 1,736,816	\$ 691,513	\$ 380,327	\$ 1,071,840	5.1%	\$ 753,909	6.0%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,688,787					
Net Revenue (Expense)			469,965					
Ending Fund Balance			\$ 8,158,752					

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

8% of Year Lapsed

	2024-25 Fiscal Year						2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 6,626,914	\$ 552,243	\$ 562,993	\$ -	\$ 562,993	8.5%	\$ 492,745	8.0%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	56,334	45,669	4,487	-	4,487	8.0%	11,627	8.4%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	\$ 6,683,248	\$ 597,912	\$ 567,480	\$ -	\$ 567,480	8.5%	\$ 504,372	8.0%
Expenditures:								
Sanitation	\$ 3,825,601	\$ 318,800	\$ 287,648	\$ 306,281	\$ 593,929	15.5%	\$ 575,967	16.3%
Transfers Out	2,684,272	223,689	223,704	-	223,704	8.3%	220,820	8.3%
Reserves	140,718	11,727	-	-	-	0.0%	-	N.A.
Total	\$ 6,650,591	\$ 554,216	\$ 511,352	\$ 306,281	\$ 817,633	12.3%	\$ 796,787	12.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 261,319					
Net Revenue (Expense)			56,128					
Ending Fund Balance			\$ 317,447					

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

8% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,881,469	170,258	9%
E-911 Fund	1,366,836	124,631	9%
Special Library Fund	88,000	3,133	4%
Special Museum Fund	-	-	N/A
Municipal Airport Fund	-	-	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	-	4,960	N/A
Golf Course Memorial Fund	-	800	N/A
CDBG-COVID	485,000	-	0%
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	2,400	53	2%
Debt Service Fund	4,940,770	10,656	0%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,371,537	347,790	10%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	4,000	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	-	N/A
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
2023 G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	1,155,714	118,026	10%
Sooner Pool Operating Fund	71,179	5,938	8%
Frontier Pool Operating Fund	95,013	7,926	8%
Municipal Airport Operating	526,200	52,963	10%
Internal Service Funds:			
Worker's Compensation Fund	132,951	17,752	13%
Health Insurance Fund	5,530,171	516,748	9%
Auto Collision Insurance Fund	75,000	6,261	8%
Stabilization Reserve Fund	1,550,943	129,248	8%
Capital Improvement Reserve Fund	8,057,005	817,262	10%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

8% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	5,708,341	1,284,746	23%
E-911 Fund	1,487,474	96,579	6%
Special Library Fund	202,000	1,059	1%
Special Museum Fund	25,100	1,794	7%
Municipal Airport Fund	7,598	-	0%
Harshfield Library Donation Fund	375,860	4,766	1%
Restricted Revenue Fund	306,262	6,630	2%
Golf Course Memorial Fund	21,528	392	2%
CDBG-COVID	485,000	-	0%
ARPA	500,000	41,674	8%
Justice Assistance Grant Fund	14,804	-	0%
Neighborhood Park Fund	62,723	-	0%
Cemetery Care Fund	15,009	-	0%
Debt Service Fund	4,940,770	-	0%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	9,388,897	934,136	10%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	87,205	-	0%
Wastewater Regulatory Capital Fund	584,032	-	0%
City Hall Capital Improvement Fund	227,358	-	0%
Storm Drainage Capital Improvement Fund	55,093	-	0%
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	31,386	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	327,431	326,564	100%
2019B G.O. Bond Fund	341,460	-	0%
2021A G.O. Bond Fund	526,494	45,207	9%
2022 G.O. Bond Fund	3,223,984	0	0%
2023 G.O. Bond Fund	6,337,154	-	0%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,265,657	97,194	8%
Sooner Pool Operating Fund	78,002	9,642	12%
Frontier Pool Operating Fund	92,382	9,801	11%
Municipal Airport Operating	706,086	79,895	11%
Internal Service Funds:			
Worker's Compensation Fund	430,000	34,563	8%
Health Insurance Fund	5,531,208	623,914	11%
Auto Collision Insurance Fund	446,559	-	0%
Stabilization Reserve Fund	14,776,368	-	0%
Capital Improvement Reserve Fund	20,453,000	2,490,545	12%
Mausoleum Trust Fund	8,515	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

8% of Year Lapsed

	Beginning of Year	Change	Current
Special Revenue Funds:			
Economic Development Fund	3,982,024	(43,865)	3,938,159
E-911 Fund	212,689	32,798	245,487
Special Library Fund	338,451	(3,204)	335,247
Special Museum Fund	163,780	(1,794)	161,986
Municipal Airport Fund	-	-	-
Harshfield Library Donation Fund	435,622	(151)	435,471
Restricted Revenue Fund	259,665	(1,670)	257,995
Golf Course Memorial Fund	49,914	(552)	49,362
CDBG-COVID	-	-	-
ARPA	1,732,952	(41,674)	1,691,278
Justice Assistance Grant Fund	14,804	-	14,804
Neighborhood Park Fund	64,343	-	64,343
Cemetery Care Fund	13,038	53	13,091
Debt Service Fund	3,610,645	10,656	3,621,301
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,360,355	(73,983)	6,286,372
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	140,792	4,000	144,792
Wastewater Regulatory Capital Fund	397,676	(3,911)	393,765
City Hall Capital Improvement Fund	180,119	47,880	227,999
Storm Drainage Capital Improvement Fund	59,177	-	59,177
Community Development Block Grant Fund	211,387	-	211,387
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	-	-	-
2014B G.O. Bond Fund	3,885	-	3,885
2015 G.O. Bond Fund	-	-	-
2017 G.O. Bond Fund	-	-	-
2018A G.O. Bond Fund	-	-	-
2018B G.O. Bond Fund	31,386	-	31,386
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	-	327,431
2019B G.O. Bond Fund	350,641	-	350,641
2021A G.O. Bond Fund	526,494	(207)	526,287
2022A G.O. Bond Fund	3,112,203	(3,428)	3,108,775
2023 G.O. Bond Fund	6,564,913	-	6,564,913
Proprietary Funds:			
Adams Golf Course Operating Fund	136,622	30,685	167,307
Sooner Pool Operating Fund	40,167	(3,859)	36,308
Frontier Pool Operating Fund	54,603	(1,330)	53,273
Municipal Airport Operating	431,254	(211)	431,043
Internal Service Funds:			
Worker's Compensation Fund	321,209	5,409	326,618
Health Insurance Fund	3,001	(2,020)	981
Auto Collision Insurance Fund	496,502	6,261	502,763
Stabilization Reserve Fund	13,225,425	129,248	13,354,673
Capital Improvement Reserve Fund	21,349,355	620,364	21,969,719
Mausoleum Trust Fund	8,709	-	8,709



FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

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

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

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

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

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

These analyses are presented in the final manner:

Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the two months ending August 31, 2024.

Attachments:

Interim Financials for August 31, 2024

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for August 2024; these should provide sufficient information for the City Council to perform its fiduciary responsibility. All supplementary, detailed information is available for the Council's use at any time upon request. All information is subject to change pending audit.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends the approval the Interim Financials for August 31, 2024.



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

For The Two Months Ended August 31, 2024

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Quinn Schipper

Ward 5 - Trevor Dorsey

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Finance Supervisor

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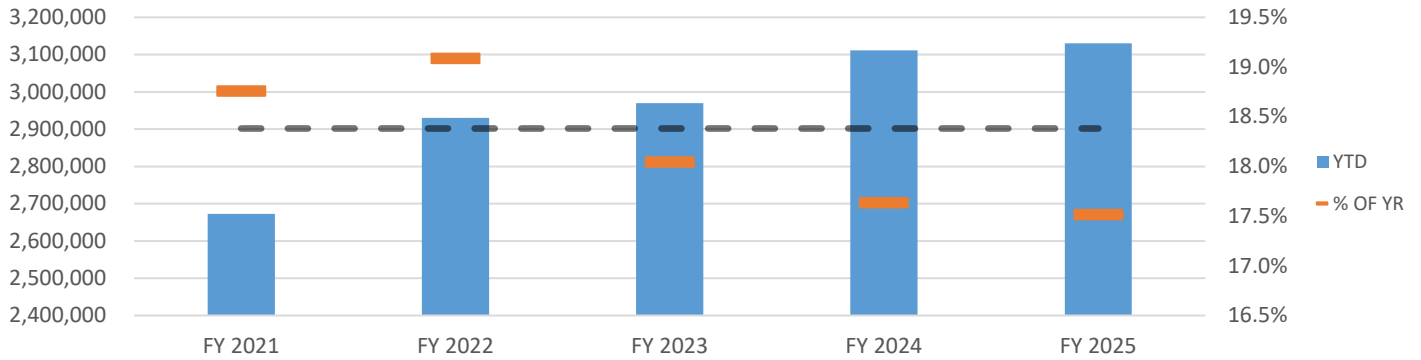
CHANGE IN FUND BALANCE

EXPLANATORY MEMO

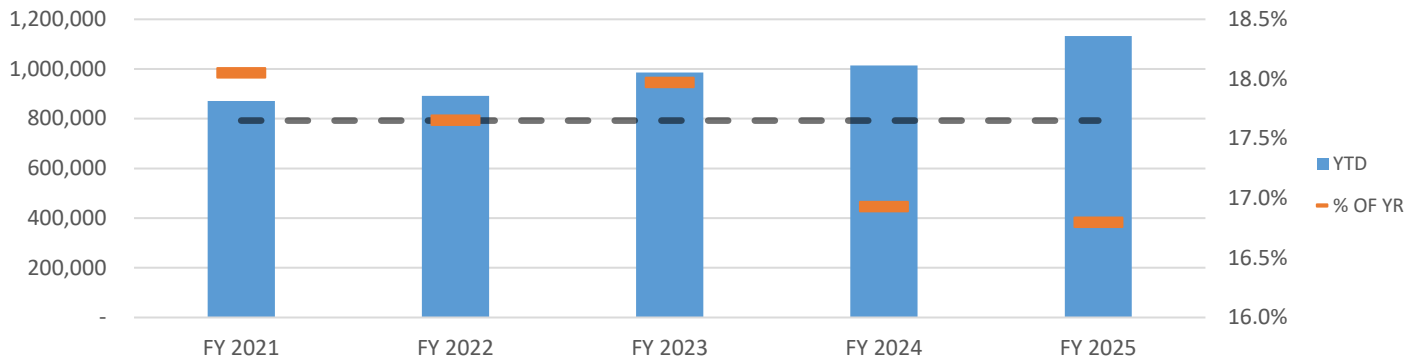
FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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

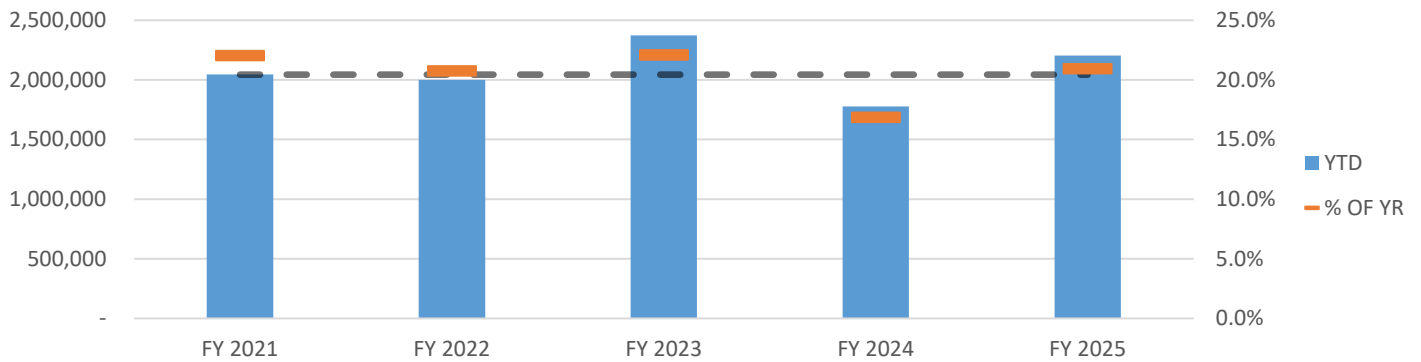
GENERAL FUND SALES TAX



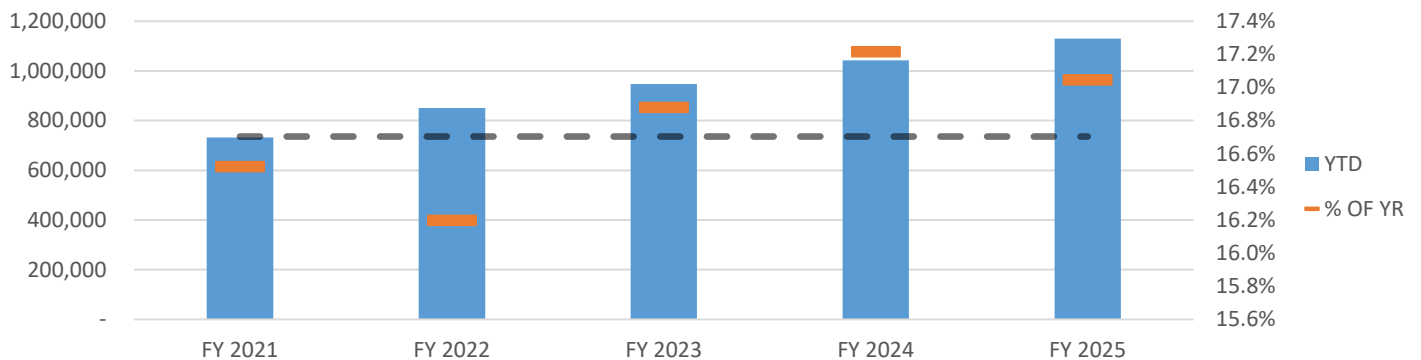
WASTEWATER FEES



WATER FEES



SANITATION FEES



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

17% of Year Lapsed

	2024-25 Fiscal Year						2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 14,869,148	\$ 2,478,191	\$ 3,130,251	\$ -	\$ 3,130,251	21.1%	\$ 3,111,509	17.2%
Use Tax	4,513,154	752,192	785,851	-	785,851	17.4%	735,818	15.3%
Gross Receipt Tax	1,656,600	276,100	218,703	-	218,703	13.2%	184,704	12.0%
Licenses and Permits	260,000	43,333	139,356	-	139,356	53.6%	136,866	52.6%
Intergovernmental	629,000	104,833	86,571	-	86,571	13.8%	91,332	12.5%
Charges for Services	539,900	89,983	98,645	-	98,645	18.3%	118,157	20.5%
Court Costs	193,900	32,317	21,638	-	21,638	11.2%	29,647	16.0%
Police/Traffic Fines	393,300	65,550	41,120	-	41,120	10.5%	59,560	17.6%
Parking Fines	45,300	7,550	8,215	-	8,215	18.1%	6,460	12.6%
Other Fines	66,000	11,000	9,322	-	9,322	14.1%	10,804	17.1%
Investment Income	150,000	25,000	852,268	-	852,268	568.2%	438,611	20.7%
Miscellaneous Income	844,700	140,783	150,336	-	150,336	17.8%	51,938	4.6%
Transfers In	6,549,579	1,091,597	1,091,629	-	1,091,629	16.7%	1,093,548	16.7%
Total	\$ 30,710,581	\$ 5,118,429	\$ 6,633,905	\$ -	\$ 6,633,905	21.6%	\$ 6,068,954	16.6%
Expenditures:								
General Government	\$ 10,094,553	\$ 1,682,426	\$ 1,461,561	\$ 218,372	\$ 1,679,933	16.6%	\$ 1,575,301	17.5%
Public Safety	18,373,415	3,062,236	2,906,058	331,970	3,238,028	17.6%	3,032,908	17.8%
Street	2,180,609	363,435	355,740	(35,415)	320,325	14.7%	285,071	14.7%
Culture and Recreation	3,820,555	636,759	624,635	30,110	654,745	17.1%	606,042	16.9%
Transfers Out	4,787,466	797,911	797,946	-	797,946	16.7%	698,229	16.7%
Reserves	1,225,200	204,200	-	-	-	0.0%	-	N.A.
Total	\$ 40,481,798	\$ 6,746,967	\$ 6,145,940	\$ 545,037	\$ 6,690,977	16.5%	\$ 6,197,551	17.3%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 5,555,372					
Net Revenue (Expense)			487,965					
Ending Fund Balance			\$ 6,043,337					

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

17% of Year Lapsed

	2024-25 Fiscal Year						2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 6,742,581	\$ 1,123,764	\$ 1,132,794	\$ -	\$ 1,132,794	16.8%	\$ 1,014,358	16.6%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	83,000,000	13,833,333	-	-	-	0.0%	-	N.A.
Miscellaneous	30,000	5,000	3,071	-	3,071	10.2%	318	0.2%
Total	\$ 89,772,581	\$ 14,962,097	\$ 1,135,865	\$ -	\$ 1,135,865	1.3%	\$ 1,014,676	15.9%
Expenditures:								
Wastewater Plant	\$ 3,177,550	\$ 529,592	\$ 525,350	\$ 2,516,002	\$ 3,041,352	95.7%	\$ 2,928,478	99.1%
Wastewater Maint	993,617	165,603	140,451	10,564	151,015	15.2%	141,318	17.0%
BMA Expenses	1,500,000	250,000	-	-	-	0.0%	13,883	N.A.
Transfers Out	1,836,183	306,031	306,043	-	306,043	16.7%	274,505	16.7%
Reserves	97,138	16,190	-	-	-	0.0%	-	N.A.
Total	\$ 7,604,488	\$ 1,267,416	\$ 971,844	\$ 2,526,566	\$ 3,498,410	46.0%	\$ 3,358,184	61.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,925,118					
Net Revenue (Expense)			164,021					
Ending Fund Balance			\$ 3,089,139					

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

17% of Year Lapsed

	2024-25 Fiscal Year						2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,091,140	\$ 1,848,523	\$ 2,298,276	\$ -	\$ 2,298,276	20.7%	\$ 1,863,311	17.7%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	7,500,000	1,250,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	-	-	-	N.A.	293	0.0%
Total	\$ 18,591,140	\$ 3,098,523	\$ 2,298,276	\$ -	\$ 2,298,276	12.4%	\$ 1,863,604	16.3%
Expenditures:								
Water Plant	\$ 4,094,740	\$ 682,457	\$ 636,173	\$ 54,918	\$ 691,091	16.9%	\$ 716,608	19.4%
Water Administration	465,954	77,659	61,235	50,476	111,711	24.0%	67,437	16.4%
Water Distribution	2,373,912	395,652	300,284	14,866	315,150	13.3%	274,687	14.3%
BMA Expenses	10,775,784	1,795,964	181,188	306,009	487,197	4.5%	191,661	4.7%
Transfers Out	2,878,743	479,791	479,803	-	479,803	16.7%	430,890	16.7%
Reserves	252,659	42,110	-	-	-	0.0%	-	N.A.
Total	\$ 20,841,792	\$ 3,473,633	\$ 1,658,683	\$ 426,269	\$ 2,084,952	10.0%	\$ 1,681,284	13.3%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,688,787					
Net Revenue (Expense)			639,593					
Ending Fund Balance			\$ 8,328,380					

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

17% of Year Lapsed

	2024-25 Fiscal Year						2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 6,626,914	\$ 1,104,486	\$ 1,129,621	\$ -	\$ 1,129,621	17.0%	\$ 1,021,815	16.5%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	56,334	45,669	6,375	-	6,375	11.3%	28,800	20.8%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	\$ 6,683,248	\$ 1,150,155	\$ 1,135,996	\$ -	\$ 1,135,996	17.0%	\$ 1,050,615	16.6%
Expenditures:								
Sanitation	\$ 3,825,601	\$ 637,600	\$ 576,775	\$ 210,610	\$ 787,385	20.6%	\$ 749,190	21.2%
Transfers Out	2,684,272	447,379	447,392	-	447,392	16.7%	441,630	16.7%
Reserves	140,718	23,453	-	-	-	0.0%	-	N.A.
Total	\$ 6,650,591	\$ 1,108,432	\$ 1,024,167	\$ 210,610	\$ 1,234,777	18.6%	\$ 1,190,820	19.3%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 261,319					
Net Revenue (Expense)			111,829					
Ending Fund Balance			\$ 373,148					

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

17% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,881,469	332,886	18%
E-911 Fund	1,366,836	248,056	18%
Special Library Fund	88,000	8,849	10%
Special Museum Fund	-	10,000	N/A
Municipal Airport Fund	-	154,087	N/A
Harshfield Library Donation Fund	-	4,000	N/A
Restricted Revenue Fund	-	4,960	N/A
Golf Course Memorial Fund	-	800	N/A
CDBG-COVID	485,000	-	0%
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	2,400	141	6%
Debt Service Fund	4,940,770	18,990	0%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,371,537	641,073	19%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	4,000	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	-	N/A
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
2023 G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	1,155,714	231,838	20%
Sooner Pool Operating Fund	71,179	11,869	17%
Frontier Pool Operating Fund	95,013	15,843	17%
Municipal Airport Operating	526,200	103,883	20%
Internal Service Funds:			
Worker's Compensation Fund	132,951	28,831	22%
Health Insurance Fund	5,530,171	1,088,259	20%
Auto Collision Insurance Fund	75,000	12,510	17%
Stabilization Reserve Fund	1,550,943	258,493	17%
Capital Improvement Reserve Fund	8,057,005	1,631,254	20%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS
Expenditure Budget Report - Budget Basis

17% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	5,708,341	1,284,749	23%
E-911 Fund	1,487,474	191,515	13%
Special Library Fund	202,000	7,592	4%
Special Museum Fund	25,100	3,932	16%
Municipal Airport Fund	7,598	-	0%
Harshfield Library Donation Fund	375,860	14,433	4%
Restricted Revenue Fund	306,262	6,630	2%
Golf Course Memorial Fund	46,253	1,477	3%
CDBG-COVID	485,000	-	0%
ARPA	500,000	83,340	17%
Justice Assistance Grant Fund	14,804	-	0%
Neighborhood Park Fund	62,723	-	0%
Cemetery Care Fund	15,009	-	0%
Debt Service Fund	4,940,770	-	0%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	9,388,897	1,090,444	12%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	87,205	-	0%
Wastewater Regulatory Capital Fund	584,032	-	0%
City Hall Capital Improvement Fund	227,358	-	0%
Storm Drainage Capital Improvement Fund	55,093	-	0%
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	31,386	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	327,431	326,564	100%
2019B G.O. Bond Fund	341,460	-	0%
2021A G.O. Bond Fund	526,494	45,207	9%
2022 G.O. Bond Fund	3,223,984	-	0%
2023 G.O. Bond Fund	6,337,154	53,855	1%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,265,657	196,006	15%
Sooner Pool Operating Fund	78,002	32,308	41%
Frontier Pool Operating Fund	92,382	34,339	37%
Municipal Airport Operating	706,086	142,664	20%
Internal Service Funds:			
Worker's Compensation Fund	430,000	42,537	10%
Health Insurance Fund	5,531,208	1,123,689	20%
Auto Collision Insurance Fund	446,559	-	0%
Stabilization Reserve Fund	14,776,368	-	0%
Capital Improvement Reserve Fund	20,453,000	2,529,544	12%
Mausoleum Trust Fund	8,515	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

17% of Year Lapsed

	Beginning of Year	Change	Current
Special Revenue Funds:			
Economic Development Fund	3,982,024	11,698	3,993,722
E-911 Fund	212,689	60,287	272,976
Special Library Fund	338,451	(2,094)	336,357
Special Museum Fund	163,780	6,068	169,848
Municipal Airport Fund	-	154,087	154,087
Harshfield Library Donation Fund	435,622	3,827	439,449
Restricted Revenue Fund	259,665	(1,670)	257,995
Golf Course Memorial Fund	49,914	(1,637)	48,277
CDBG-COVID	-	-	-
ARPA	1,732,952	(83,340)	1,649,612
Justice Assistance Grant Fund	14,804	-	14,804
Neighborhood Park Fund	64,343	-	64,343
Cemetery Care Fund	13,038	141	13,179
Debt Service Fund	3,610,645	18,990	3,629,635
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,360,355	(121,192)	6,239,163
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	140,792	4,000	144,792
Wastewater Regulatory Capital Fund	397,676	(9,037)	388,639
City Hall Capital Improvement Fund	180,119	47,880	227,999
Storm Drainage Capital Improvement Fund	59,177	-	59,177
Community Development Block Grant Fund	211,387	-	211,387
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	-	-	-
2014B G.O. Bond Fund	3,885	-	3,885
2015 G.O. Bond Fund	-	-	-
2017 G.O. Bond Fund	-	-	-
2018A G.O. Bond Fund	-	-	-
2018B G.O. Bond Fund	31,386	-	31,386
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	-	327,431
2019B G.O. Bond Fund	350,641	-	350,641
2021A G.O. Bond Fund	526,494	(207)	526,287
2022A G.O. Bond Fund	3,112,203	(20,393)	3,091,810
2023 G.O. Bond Fund	6,564,913	(34,503)	6,530,410
Proprietary Funds:			
Adams Golf Course Operating Fund	136,622	73,140	209,762
Sooner Pool Operating Fund	40,167	(21,055)	19,112
Frontier Pool Operating Fund	54,603	(18,112)	36,491
Municipal Airport Operating	431,254	(3,081)	428,173
Internal Service Funds:			
Worker's Compensation Fund	321,209	6,664	327,873
Health Insurance Fund	3,001	4,570	7,571
Auto Collision Insurance Fund	496,502	12,510	509,012
Stabilization Reserve Fund	13,225,425	258,493	13,483,918
Capital Improvement Reserve Fund	21,349,355	1,259,637	22,608,992
Mausoleum Trust Fund	8,709	-	8,709



FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

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

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

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

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

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

These analyses are presented in the final manner:

Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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

(Published in Bartlesville, OK Examiner-Enterprise 9/11/2024, 9/14/2024, & 9/18/2024)

INVITATION FOR BIDS
City of Bartlesville
Tuxedo Bridge over Caney River
Bid No. 2024-2025-006R

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 1st day of October , 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 September 19th, 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

8500	LB	506(A)	Structural Steel
248	CY	509(A)	Class AA Concrete
64,040	LB	511(B)	Epoxy Coated Reinforcing Steel
610	TON	601(B)	Type I-A Riprap

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Tuxedo Bridge over Caney River, Bid No. 2024-2025-006R**". 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 6th day of September, 2024.



[Signature]
City Clerk

By: *[Signature]*
Deputy Clerk

Published in the Examiner Enterprise

August 16, 17, & 21, 2024

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, September 17, 2024.

2024-2025-008 Concrete

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 9th Day of August, 2024

Jason Muninger
City Clerk /CFO

Published in the Examiner Enterprise

August 16, 17 & 21, 2024

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, September 17, 2024.

2024-2025-009 Asphaltic Concrete & Aggregate Base

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 9th Day of August, 2024

Jason Muninger
City Clerk /CFO

Published in Bartlesville, OK Examiner-Enterprise - 09/07/2024, 09/11/2024 & 09/14/2024

NOTICE TO BIDDERS
City of Bartlesville
Custom Aerial Fire Apparatus
Bid No. 2024-2025-010

The City of Bartlesville will accept sealed bids for the purchase of the above described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Monday, September 30, 2024.

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 3rd, Day of September, 2024.

Jason Muninger
Finance Director

By: Beverly Robinson
Deputy Clerk

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2024-2025-006R for the Tuxedo Bridge over Caney River.

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 2020 General Obligation Bonds (GO Bond). The revised project consists of deck reconstruction of the westbound Tuxedo Bridge over the Caney River and bank stabilization improvements under both bridges over the Caney River. Deck repairs to the eastbound bridge and all repairs to the overflow bridge to the east of the Caney River were omitted from the revised project to reduce project costs to near the project funding limits. All items of work were included in the Base Bid with no Bid Alternates.

B. COMMENTS:

The project was advertised in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News. Four (4) contractors obtained copies of the bid documents and two (2) contractors attended the mandatory pre-bid meeting. Two (2) contractors submitted a bid. The base bids were as follows:

Bright Lighting, Inc. (Tulsa, OK)	\$2,750,000.00
Wildcat Construction Co., Inc. (Topeka, KS)	\$1,513,685.75

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

C. BUDGET AMOUNT:

This project, originally funded through the 2020 GO Bond, currently has a construction budget of \$1,310,000.00. Design fees were offset by allocation of surplus funds. The lowest compliant bid by Wildcat Construction Co, Inc of \$1,513,685.75 exceeds the available budget by \$203,685.75. Project funding will be supplemented with excess funds from the completed Indiana asphalt overlay project.

III. RECOMMENDED ACTION

Wildcat Construction is a firm with a long history of bridge construction in Oklahoma and Kansas. While they do not have experience with the City of Bartlesville, they have successfully completed similar projects for the Oklahoma Department of Transportation. Wildcat Construction has provided information confirming they have the bonding capacity and technical expertise to complete this project.

Staff recommends awarding the base bid to Wildcat Construction Co., Inc. in the amount of \$1,513,685.74.

Council Member

Date



CITY OF BARTLESVILLE		
DESCRIPTION	REVISIONS	DATE

INDEX OF SHEETS

	TITLE
0001	GENERAL NOTES (BRIDGE)
AB01-AB02	SUMMARY OF PAY QUANTITIES (BRIDGE)
AB03	SUMMARY OF PAY QUANTITIES AND NOTES (ROADWAY)
AR01	SUMMARY OF PAY QUANTITIES AND NOTES (TRAFFIC)
AT01	ENVIRONMENTAL NOTES
AE01	GENERAL PLAN AND ELEVATION (BRIDGE "5")
B001-B002	DETAIL OF SUBSTRUCTURE REPAIRS
B003	DETAILS OF SUPERSTRUCTURE
B004-B008	DETAILS OF DIAPHRAGMS
B009	DETAILS OF STEEL BEAM BRACING
B010	DETAILS OF BEARING ASSEMBLIES
B0011-B012	DETAILS OF APPROACH SLABS
B013-B014	GENERAL PLAN AND ELEVATION (BRIDGE "6")
B015	TYPICAL SECTION (BRIDGE "6")
B016	STORM WATER MANAGEMENT PLAN
R001	CONCRETE REPAIR AND GUARDRAIL DETAIL PLAN SHEETS
R002-R003	ADVANCED WARNING SIGNS
T001	TRAFFIC CONTROL SHEETS
T002-T007	

PLAN OF PROPOSED
TUXEDO BRIDGE OVER CANEY RIVER
BRIDGE AND APPROACH REHABILITATION PLANS
CITY OF BARTLESVILLE JOB NO. 2022061
WASHINGTON COUNTY

BRIDGE "5" LOCATION 74E0180N39500N8
LATITUDE N 36°45'24" LONGITUDE W 95°57'22"
EXISTING NBI NO. 14187
BRIDGE "6" LOCATION 74E0180N39500S8
LATITUDE N 36°45'23" LONGITUDE W 95°57'26"
EXISTING NBI NO. 21121
BRIDGE "9" LOCATION 74E0180N3950009
LATITUDE N 36°45'26" LONGITUDE W 95°57'17"
EXISTING NBI NO. 21083

THE FOLLOWING STANDARD DRAWINGS WILL BE NEEDED:

ROADWAY (2019)	TRAFFIC (2009)	TRAFFIC (2009)
TSD-0	PM3-1-02	THRI-1-02
CSCD-6-2	DUI-1-00	SKT-1-00
LECS-5-2	DU2-1-00	GRW1-1-00
LTU-5-1	RSD1-1-00	GRW2-1-00
PR-4-1	SBS1-1-00	
	SBS2-1-00	
	GMS1-1-00	
	SSP1-1-02	
	SSA1-1-00	
	DBF2-1-00	
	TCS1-1-01	
	TCS2-1-00	
	TCS4-1-01	
	TCS5-1-00	
	TCS7-1-02	
	TCS9-1-01	
	TCS14-1-00	
	TCS15-1-00	

APPROVED
THIS DATE _____ DAY OF _____ 2024
CITY OF BARTLESVILLE

MAYOR

SUBMITTED BY:

GUY ENGINEERING

Certificate of Authorization No. 1427
Renewal Date: June 30, 2026

9-11-2024

BRAD FOLKS, P.E. NO. 330918
(THIS SEAL COVERS SHEETS 0001, AR01, AT01, R001-R003, T001-T007)



SUBMITTED BY:

NEO DESIGN LLC

Certificate of Authorization No. 7432
Renewal Date: June 30, 2025

STEPHEN J. NICHOLLS, P.E. NO. 22327
(THIS SEAL COVERS SHEETS AB01-AB03, B001-B016)



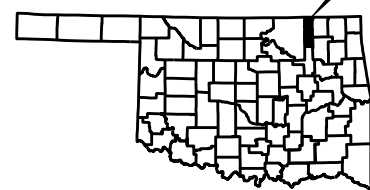
SURVEY CONTROL DATA
HORIZONTAL DATUM:
OKLAHOMA NORTH ZONE (3501) NAD 83.
BEARINGS ARE BASED ON STATE PLANE
GRID, AND ARE NOT ASTRONOMIC.
VERTICAL DATUM:
NAVD 1988

NO SCALE FACTOR

DESIGN DATA

AADT 2023 = 7000
AADT 2043 = 10402
V = 40 MPH
20yr. Flex ESALS = 3.7 M

WASHINGTON COUNTY
TUXEDO BLVD



LOCATION MAP



SCALES
1" = 20'

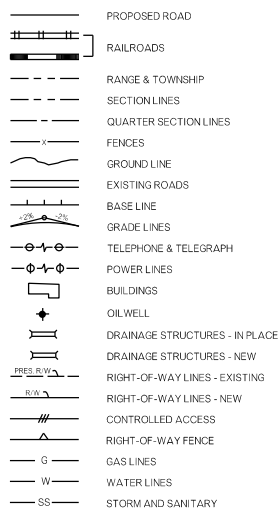
PLAN 1" = 20'

PROFILE HOR. 1" = 20'

VER. 1" = 5'

LAYOUT MAP NTS

CONVENTIONAL SYMBOLS



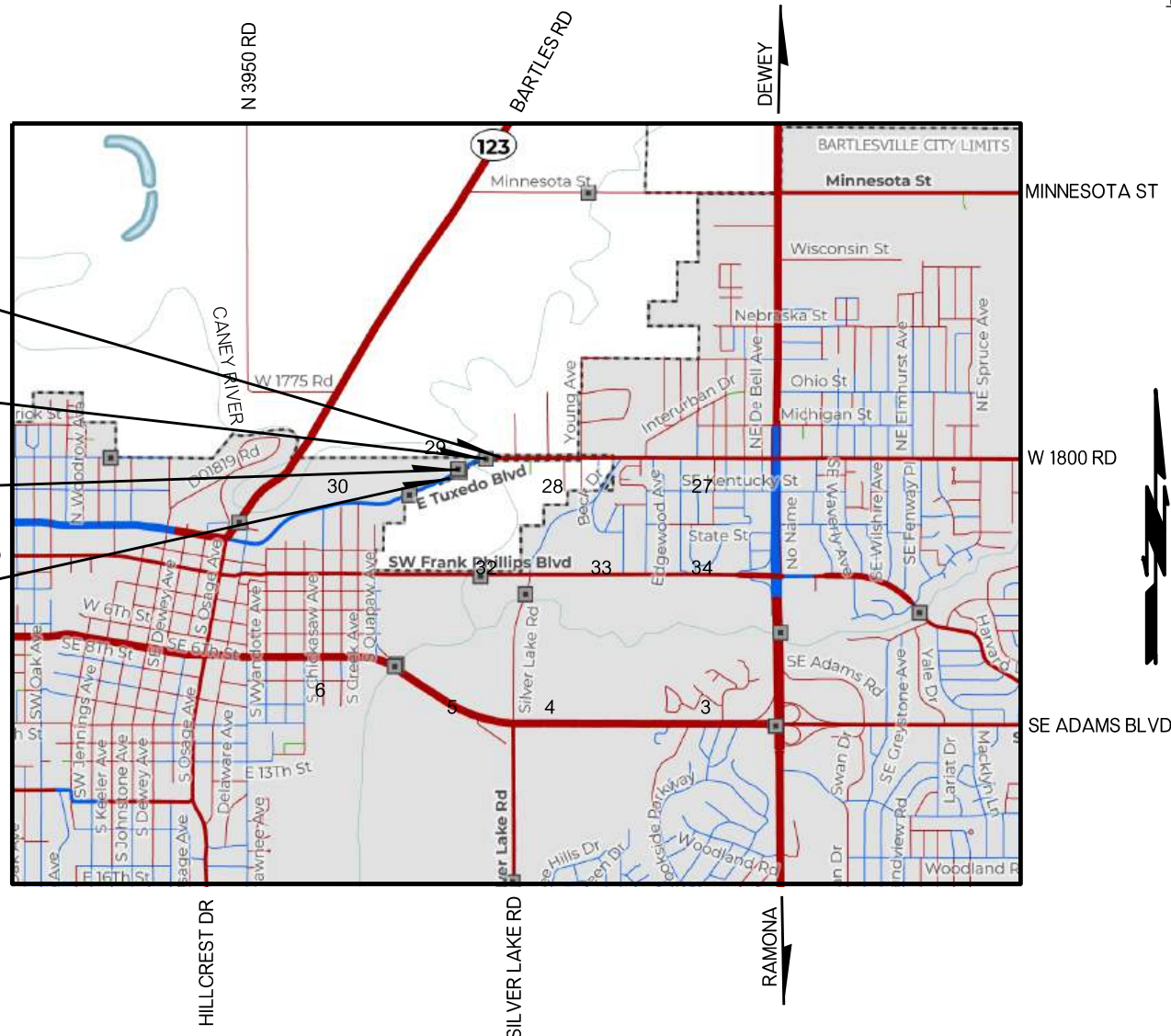
CRL STA. 30+50.00
END PROJECT

LOCAL BRIDGE 9

LOCAL BRIDGE 5 & BRIDGE 6

CRL STA. 10+00.00
BEGIN PROJECT

STATION EQUATION NOTE
STA 15+34.21 FOR ROADWAY AND
TRAFFIC CONTROL SHEETS = STA. 0+00.00
FOR BRIDGE SHEETS



N:\JOBS\Guy\NEO2229 City of Bartlesville Bridge Rehabs\14187 BRIDGE 5\NOTES AND PQ.dwg, NOTES1, 9/4/2024 5:19:24 PM

GENERAL NOTES FOR ALL BRIDGES

SPECIFICATIONS:
COMPLY WITH THE REQUIREMENTS OF THE 2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, EXCEPT AS MODIFIED BY THE PLANS AND SPECIAL PROVISIONS.

VERIFICATION OF EXISTING CONDITIONS:
ALL DIMENSIONS OF THE EXISTING BRIDGE AND APPROACH ROADWAY SHOWN IN THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS NECESSARY TO CONNECT THE NEW MATERIAL TO THE EXISTING BRIDGE AND APPROACH ROADWAY AND SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY THEREOF.

BIDDERS SHALL FULLY INFORM THEMSELVES OF THE NATURE OF THE WORK AND CONDITIONS UNDER WHICH IT WILL BE PERFORMED. THE CONTRACTOR SHALL ADOPT METHODS CONSISTENT WITH GOOD CONSTRUCTION PRACTICE AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO THE EXISTING BRIDGE OR APPROACH ROADWAY. ANY DAMAGE TO THE EXISTING BRIDGE OR APPROACH ROADWAY DUE TO THE CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER.

PLANS:
PARTIAL CONSTRUCTION PLANS FOR THE EXISTING STRUCTURE(S) MAY BE OBTAINED FROM THE CITY OF BARTLESVILLE ENGINEERING DEPARTMENT..

HORIZONTAL GEOMETRY & VERTICAL CURVE DATA:
THE INFORMATION SHOWN ON THE "GENERAL PLAN AND ELEVATION" SHEETS REGARDING HORIZONTAL GEOMETRY AND VERTICAL PROFILE WAS TAKEN FROM THE ORIGINAL CONSTRUCTION PLANS. THIS INFORMATION IS INCLUDED FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY THE EXISTING HORIZONTAL AND VERTICAL GEOMETRY.

NOTIFICATION OF EXCAVATION:
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

CLEANING BRIDGE SEATS AND PIER CAPS:
ALL BRIDGE SEATS AND PIER CAPS FOR EACH BRIDGE SHALL BE SWEEP CLEAN OF ALL DEBRIS. ALL COST OF CLEANING THE BRIDGE SEATS AND PIER CAPS INCLUDING THE COST OF MATERIALS, LABOR, EQUIPMENT AND INCIDENTALS SHALL BE INCLUDED IN OTHER ITEMS OF WORK.

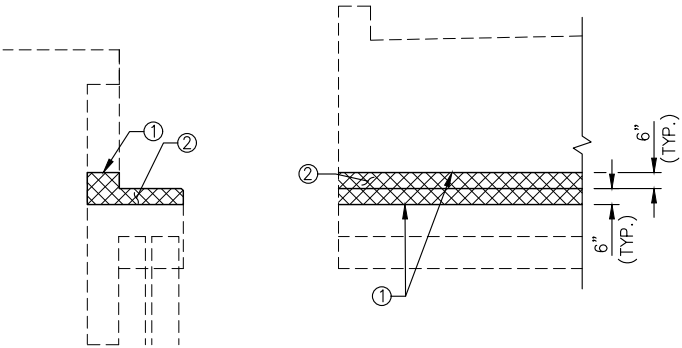
REMOVE AND RESET SIGNS:
ANY EXISTING SIGNS FOR EACH BRIDGE CONFLICTING WITH THE CONSTRUCTION SHALL BE REMOVED, STORED AND RESET AS NECESSARY. ALL COST OF REMOVING, STORING AND RESETTING SIGNS INCLUDING THE COST OF MATERIALS, LABOR, EQUIPMENT AND INCIDENTALS SHALL BE INCLUDED IN OTHER ITEMS OF WORK.

GENERAL NOTES FOR BRIDGE "5"

REPAIR OF CRACKS:
CRACKS IN THE EXISTING ABUTMENTS AND PIERS SHALL BE REPAIRED BY CLEANING AND INJECTING WITH EPOXY.

THE ACTUAL LOCATION AND EXTENT OF THE CRACK REPAIRS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER. THE CRACK REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 520 OF THE STANDARD SPECIFICATIONS.

ALL COSTS NECESSARY TO COMPLETE THE WORK AS SPECIFIED OR AS SHOWN IN THE PLANS INCLUDING THE COST OF MATERIAL, LABOR, EQUIPMENT, AND INCIDENTALS SHALL BE INCLUDED IN THE UNIT PRICE BID PER LINEAR FOOT OF "PREPARATION OF CRACKS, ABOVE WATER" AND THE UNIT PRICE BID PER GALLON OF "EPOXY RESIN, ABOVE WATER".



ELASTOMERIC COATING DETAILS AT ABUTMENTS

- ① MASK SIDES AND ENDS OF ABUTMENT CAP ALONG THIS LINE TO PROVIDE A CLEAN STRAIGHT FINISH AT TOP AND BOTTOM OF ELASTOMERIC COATING APPLICATION.
- ② APPLY CIM-1000 (ELASTOMERIC COATING), OR APPROVED EQUAL, TO THE SURFACES INDICATED BY CROSSHATCH AND HEAVY LINES INCLUDING BACKWALL AND END OF CAP. EXTEND ELASTOMERIC COATING ON BACKWALL 6" ABOVE HIGHEST PEDESTAL.

REPAIR OF DELAMINATED AND SPALLED CONCRETE:
AREAS OF THE EXISTING PIERS AND ABUTMENTS SHALL BE REPAIRED WITH PNEUMATICALLY PLACED MORTAR AS ESTIMATED IN THE PLANS. THE ACTUAL EXTENT OF THE REPAIRS SHALL INCLUDE THOSE AREAS SPECIFICALLY DETAILED IN THE PLANS AND ANY OTHER AREAS AS DIRECTED BY THE ENGINEER. THE REPAIRS SHALL BE MADE IN ACCORDANCE WITH SECTION 521 OF THE STANDARD SPECIFICATIONS AND IN A MANNER APPROVED BY THE ENGINEER.

THE REMOVAL OF DETERIORATED CONCRETE SHALL BE DONE USING HAND TOOLS. POWER TOOLS WILL NOT BE ALLOWED UNLESS HAND TOOLS PROVE INCAPABLE OF EXCAVATING ALL DETERIORATED CONCRETE TO SOUND CONCRETE AND APPROVED BY THE ENGINEER. SHOULD POWER TOOLS BE NECESSARY, POWER TOOLS SHALL BE OF SUCH SIZE APPROVED BY THE ENGINEER SUCH THAT THEIR USE DOES NOT CAUSE DAMAGE TO THE SOUND CONCRETE.

ANY DAMAGE DONE TO THE EXISTING REINFORCING STEEL DURING THE REMOVAL PROCESS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER. ANY DETERIORATED REINFORCING STEEL WITH A SECTION LOSS GREATER THAN 50% AS DETERMINED BY THE ENGINEER, SHALL BE REPORTED TO THE BRIDGE ENGINEER FOR REMEDIAL ACTION.

PRIOR TO MORTAR APPLICATION, BLAST CLEAN THE CONCRETE SURFACE AND REINFORCING STEEL FREE OF DEBRIS AND CORROSION. APPLY PNEUMATICALLY PLACED MORTAR TO REPLACE THE DETERIORATED CONCRETE. BUILD UP MORTAR TO MATCH THE ORIGINAL LINES AND GRADES OF THE BRIDGE SEATS AND PIER CAPS. THE CONTRACTOR MAY PROPOSE AND USE AS AN ALTERNATE ONE OF THE FOLLOWING REPAIR METHODS WITH THE ENGINEERS APPROVAL:

- (1) CAST-IN-PLACE CONCRETE
- (2) PRE-PLACED AGGREGATE CONCRETE
- (3) FORMED AND PUMPED CONCRETE AND MORTAR
- (4) TROWELING AND DRY-PACKING OF REPAIR MORTAR

THE CONTRACTOR SHALL SUBMIT A PROPOSED WORK PLAN OF THE REPAIR METHOD TO BE USED TO THE ENGINEER FOR HIS APPROVAL. THE WORK PLAN SHOULD INCLUDE SURFACE PREPARATION METHODS, PATCHING MATERIAL, BONDING AGENTS, MATERIAL PLACING METHODS, AND FINISHING METHODS. THE CONTRACTOR SHALL TEST REPAIR AN AREA TO VERIFY THE EFFECTIVENESS OF THE PROPOSED REPAIR METHOD PRIOR TO COMMENCEMENT OF THE WORK. FAULTY REPAIRS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER.

ALL COSTS INCLUDING LABOR, EQUIPMENT, MATERIAL AND INCIDENTALS NECESSARY TO COMPLETE THE WORK DESCRIBED ABOVE SHALL BE INCLUDED IN THE PRICE BID PER SQUARE YARD OF "PNEUMATICALLY PLACED MORTAR."

ELASTOMERIC COATING:

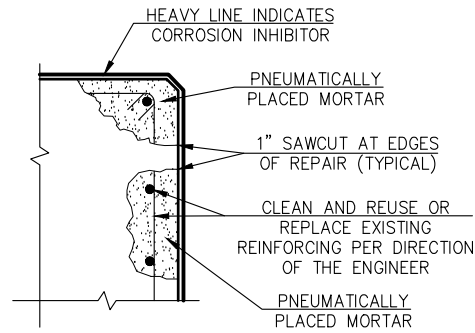
AN ELASTOMERIC COATING SHALL BE A TWO-PART, LIQUID APPLIED, ASPHALT-EXTENDED POLYURETHANE COATING. PRODUCT MUST BE APPROVED BY THE DEPARTMENT BEFORE USE. THE EQUIPMENT AND METHODS OF APPLYING THE URETHANE COATING SHALL BE IN ACCORDANCE WITH THE PRODUCT COATING PROFILE AND INSTRUCTION GUIDES FOR APPLICATION TO CONCRETE. PRECAUTIONARY MEASURES SHALL BE IN ACCORDANCE WITH THE MATERIAL SAFETY DATA SHEETS AS PROVIDED BY THE MANUFACTURER.

THE ELASTOMERIC COATING SHALL BE APPLIED TO THE FOLLOWING CONCRETE SURFACES OF THE BRIDGE:

- A. ABUTMENTS: TOP OF ABUTMENT SEAT; 6" DOWN FROM TOP OF ABUTMENT SEAT ON FRONT SIDE AND ENDS; AND 6" UP FRONT FACE OF BACKWALL FROM TOP OF THE ABUTMENT SEAT OR FROM THE HIGHEST PEDESTAL.
- B. PIERS: TOP OF PIER CAP; 6" DOWN FROM TOP OF PIER CAP ON SIDES AND ENDS.

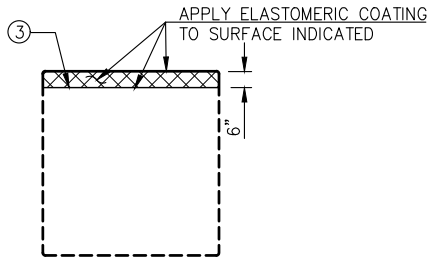
THE COATING SHALL BE 68 MILS WET THICKNESS AND 60 MILS DRY THICKNESS. IN ADDITION TO APPLYING THE COATING TO THE CONCRETE SUBSTRUCTURE UNITS, THE COATING SHALL TURN UP THE VERTICAL SURFACES OF THE PIER PEDESTALS AS TO PROVIDE A WATER TIGHT SEAL. SURFACE PREPARATIONS AND PRODUCT MIXING SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS. ALL CONCRETE REPAIR WORK SHALL BE COMPLETED PRIOR TO THE APPLICATION OF THE ELASTOMERIC COATING AND ALL CONCRETE SHALL HAVE A MINIMUM STRENGTH OF 3000 PSI AT THE TIME OF APPLICATION. MASK AREAS TO PROVIDE A CLEAN STRAIGHT FINISH. PRIMER SHALL BE APPLIED TO THE CONCRETE SURFACES PRIOR TO APPLYING THE COATING.

PAYMENT WILL BE MADE AT THE CONTRACT UNIT PRICE BID PER SQUARE FOOT OF "ELASTOMERIC COATING", AND SHALL INCLUDE FULL COMPENSATION FOR ALL MATERIALS, LABOR, TOOLS, EQUIPMENT AND INCIDENTALS NECESSARY TO COMPLETE THE WORK AS SPECIFIED.



PNEUMATICALLY PLACED MORTAR DETAIL

NOTE:
USE PNEUMATICALLY PLACED MORTAR WHEN THE UNSOUND CONCRETE EXTENDS NO FURTHER THAN THE DEPTH OF THE MAIN REINFORCING STEEL (LONGITUDINAL BARS). USE CLASS AA CONCRETE FOR REPAIR WHEN THE UNSOUND CONCRETE EXTENDS BEYOND THE DEPTH OF THE MAIN REINFORCING STEEL. APPLY CORROSION INHIBITOR AS SPECIFIED IN SECTION 535 OF THE STANDARD SPECIFICATIONS.



ELASTOMERIC COATING DETAIL AT PIERS

- ③ MASK SIDES AND ENDS OF PIER CAP ALONG THIS LINE TO PROVIDE A CLEAN STRAIGHT FINISH AT TOP AND BOTTOM OF ELASTOMERIC COATING APPLICATION. SEE "GENERAL NOTE" ON SHEET AB01 FOR ELASTOMERIC COATING SPECIFICATIONS.

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DESCRIPTION OF WORK:
THIS PROJECT INCLUDES THE FOLLOWING WORK AS SHOWN IN THE PLANS:

REPLACE DECK, APPROACH SLABS, AND TRAFFIC BARRIER
REPAIR OR REPLACE MISSING OR DAMAGED STRUCTURAL STEEL
INSTALL NEW STEEL DIAPHRAGMS NEAR PIER NOS. 2 & 3
TRIM 1" FROM THE ENDS OF THE STEEL BEAMS OF SPAN NO. 1 AT PIER NO. 1
CLEAN AND PAINT TOPS OF STEEL BEAMS AND DIAPHRAGMS
REPLACE ALL FIXED AND EXPANSION BEARINGS
REPAIR SPALLING/DELAMINATION OF THE EXISTING SUBSTRUCTURE
INSTALL ELASTOMERIC COATING TO ABUTMENTS & PIER SEATS
INSTALL RIPRAP SLOPE PROTECTION WITH FILTER BLANKET AT PIER NO. 2

CLSM BACKFILL:
A QUANTITY OF 70.4 CUBIC YARDS OF CLSM BACKFILL IS INCLUDED TO BE PLACED BENEATH THE NEW APPROACH SLABS AND UNDER ABUTMENTS AS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER. ALL COSTS FOR INSTALLATION OF THE CLSM BACKFILL AS SHOWN IN THE PLANS, INCLUDING EXCAVATION AND COMPACTION BENEATH THE APPROACH SLABS, FORMS (IF NECESSARY), LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS SHALL BE INCLUDED IN THE PRICE BID PER CUBIC YARD OF "CLSM BACKFILL".

FALSEWORK JACKING:
THE PAY ITEM "(PL) FALSEWORK JACKING" IS REQUIRED TO SUPPORT THE EXISTING SUPERSTRUCTURE DURING BEARING REPLACEMENT AT THE ABUTMENTS AND PIERS. THE CONTRACTOR SHALL SUBMIT A PLAN FOR JACKING AND SUPPORTING THE SUPERSTRUCTURE THAT INCLUDES ENGINEERING CALCULATIONS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF OKLAHOMA.

ALL COSTS FOR ENGINEERING, MATERIALS, LABOR, EQUIPMENT, AND INCIDENTALS NECESSARY TO RAISE AND SUPPORT THE BRIDGE DECK DURING BEARING REPLACEMENT AT THE ABUTMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID PER LUMP SUM OF "(PL) FALSEWORK JACKING".

APPROACH SLAB:
CLASS AA CONCRETE SHALL BE USED IN THE APPROACH SLABS. THE QUANTITY GIVEN IS BASED ON THE ACTUAL SQUARE YARDS OF THE APPROACH SLABS.

ALL COSTS OF CONCRETE, REINFORCING STEEL, RAPID CURE JOINT SEALANT, EXCAVATION, LABOR, EQUIPMENT, MATERIAL, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK AS SHOWN ON THE PLANS SHALL BE INCLUDED IN THE PRICE BID PER SQUARE YARD OF "APPROACH SLAB".

STRUCTURAL STEEL
THIS ITEM CONSISTS OF INSTALLING NEW DIAPHRAGMS AS SHOWN IN THE PLANS NEAR PIER NOS. 2 & 3 AND REPAIRING OR REPLACING ANY DETERIORATED, MISSING, OR DAMAGED STRUCTURAL STEEL.

IF ANY DETERIORATED, MISSING, OR DAMAGED STRUCTURAL STEEL IS EXPOSED DURING BRIDGE REHABILITATION ACTIVITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER WHO IN TURN SHALL NOTIFY THE BRIDGE ENGINEER AS TO THE EXTENT OF THE DAMAGE. THE BRIDGE ENGINEER SHALL DETERMINE IF ANY REPAIRS ARE NECESSARY; AND IF SO, WHAT METHOD OF REPAIR SHALL BE USED. THE DAMAGED OR DETERIORATED AREAS SHALL NOT BE DISTURBED UNTIL A REPAIR PROCESS HAS BEEN PRESCRIBED BY THE ENGINEER.

ALL COSTS NECESSARY TO REPAIR OR REPLACE STRUCTURAL STEEL INCLUDING THE COST OF MATERIAL, LABOR, EQUIPMENT AND INCIDENTALS SHALL BE INCLUDED IN THE UNIT PRICE BID PER LB. OF "STRUCTURAL STEEL".

SEALED EXPANSION JOINTS:
THE SEALED EXPANSION JOINTS SHALL BE CONSTRUCTED AT THE PIERS AND ABUTMENT NO. 2 AS SHOWN IN THE PLANS AND IN ACCORDANCE WITH STANDARDS EJ-SK AND EJ-DTL AND IN A MANNER APPROVED BY THE ENGINEER.

ALL COSTS NECESSARY TO COMPLETE THE WORK AS SPECIFIED OR AS SHOWN IN THE PLANS INCLUDING THE COST OF MATERIALS, LABOR, EQUIPMENT AND INCIDENTALS SHALL BE INCLUDED IN THE UNIT PRICE BID PER LINEAR FOOT OF "SEALED EXPANSION JOINTS".

DECK HAUNCHES:
PLAN QUANTITY FOR CLASS AA CONCRETE INCLUDES 9.3 CUBIC YARDS FOR HAUNCHES OVER STEEL BEAMS BETWEEN THE END DIAPHRAGMS.

DESIGN		TUXEDO BLVD.	WASHINGTON COUNTY
DETAIL		BRIDGES "5" & "6"	
CHECK		GENERAL NOTES AND SUMMARY OF PAY QUANTITIES (BRIDGE) (SHEET NO. 1 OF 2)	
NEO DESIGN LLC		CITY JOB NO. 2022061	SHEET NO. AB01

N:\JOBS\Guy\NEO2229 City of Bartlesville Bridge Rehabs\14187 BRIDGE 5\NOTES AND PQ.dwg, NOTES2, 9/4/2024 3:15:48 PM

GENERAL NOTES FOR BRIDGE "5" (CONTINUED)

WEATHERING STEEL FIXED BEARING ASSEMBLIES:

PROVIDE AND INSTALL FIXED BEARING ASSEMBLIES OF THE SIZE, SHAPE, AND LOCATION AT ABUTMENT NO. 1 AND PIER NO. 2 AS SHOWN ON THE PLANS. THERE IS AN ESTIMATED TOTAL OF 250 POUNDS OF STRUCTURAL STEEL (WEATHERING STEEL) FOR EACH FIXED BEARING ASSEMBLY AT LOCATIONS SHOWN IN PLANS.

ALL COSTS ASSOCIATED WITH PROVIDING AND INSTALLING THE FIXED BEARING ASSEMBLIES AS SHOWN IN THE PLANS, INCLUDING ELASTOMERIC PADS, ANCHOR PLATES, BOLSTER PLATES, CONTACT PLATES, THREADED ANCHOR RODS, DRILLING AND EPOXY FOR INSTALLATION OF ANCHOR RODS, NUTS, WASHERS, LABOR, EQUIPMENT, MATERIAL, AND INCIDENTALS SHALL BE INCLUDED IN THE PRICE BID PER EACH OF "WEATHERING STEEL FIXED BEARING ASSEMBLY".

WEATHERING STEEL EXPANSION BEARING ASSEMBLIES:

PROVIDE AND INSTALL EXPANSION BEARING ASSEMBLIES OF THE SIZE, SHAPE, AND LOCATION AT ABUTMENT NO 2 AND PIER NOS. 1 & 3 AS SHOWN ON THE PLANS. THERE IS AN ESTIMATED TOTAL OF 260 POUNDS OF STRUCTURAL STEEL (WEATHERING STEEL) FOR EACH EXPANSION BEARING ASSEMBLY AT PIER NOS. 1 & 3 THERE IS AN ESTIMATED TOTAL OF 265 POUNDS OF STRUCTURAL STEEL (WEATHERING STEEL) FOR EACH EXPANSION BEARING ASSEMBLY AT THE ABUTMENTS 2.

ALL COSTS ASSOCIATED WITH PROVIDING AND INSTALLING THE EXPANSION BEARING ASSEMBLIES AS SHOWN IN THE PLANS, INCLUDING ELASTOMERIC PADS, ANCHOR PLATES, BOLSTER PLATES, THREADED ANCHOR RODS, DRILLING AND EPOXY FOR INSTALLATION OF ANCHOR RODS, NUTS, WASHERS, LABOR, EQUIPMENT, MATERIAL, AND INCIDENTALS SHALL BE INCLUDED IN THE PRICE BID PER EACH OF "WEATHERING STEEL EXPANSION BEARING ASSEMBLY".

PAINTING EXISTING STRUCTURAL STEEL:

THE CONTRACTOR SHALL PAINT THE TOPS OF THE TOP FLANGES, INCLUDING GIRDERS AND DIAPHRAGMS. ALL CLEANING AND PAINTING SHALL BE IN ACCORDANCE WITH SECTION 512 OF THE THE STANDARD SPECIFICATIONS USING CATEGORY "O" APPLICATION.

THE CONTRACTOR NEED ONLY APPLY THE FIRST COAT OR PRIME COAT TO THE TOP OF THE TOP FLANGE. IN ADDITION, THE CONTRACTOR, AT HIS OPTION, MAY USE A CATEGORY "O" PRIMER, BUT ALL LOOSE MATERIAL AND RUST MUST FIRST BE REMOVED.

ALL COSTS NECESSARY TO COMPLETE THE WORK AS SPECIFIED OR AS SHOWN IN THE PLANS INCLUDING THE COST OF MATERIALS, LABOR, EQUIPMENT AND INCIDENTALS SHALL BE INCLUDED IN THE PRICE BID PER LUMP SUM OF "PAINTING EXISTING STRUCTURES" AND THE PRICE BID PER LUMP SUM OF "COLLECTION AND HANDLING OF WASTE".

PENETRATING WATER REPELLENT SURFACE TREATMENT:

A PENETRATING WATER REPELLENT SURFACE TREATMENT SHALL BE APPLIED TO THE FOLLOWING CONCRETE SURFACES OF THE BRIDGE:

- EDGES AND UNDERSIDE CANTILEVER PORTION OF THE BRIDGE DECK
- THE ROADWAY FACE, TOP AND OPENINGS OF THE CONCRETE TRAFFIC RAILS.

SEALED CONSTRUCTION JOINTS:

THE NEW TRANSVERSE CONSTRUCTION JOINTS IN THE DECK SHALL BE SEALED WITH HIGH MOLECULAR WEIGHT METHACRYLATE IN ACCORDANCE WITH SECTION 523 OF THE STANDARD SPECIFICATIONS.

INCLUDE ALL COSTS OF EQUIPMENT AND LABOR FOR THE INSTALLATION OF THE HIGH MOLECULAR WEIGHT METHACRYLATE SEALER IN THE UNIT PRICE BID PER LINEAR FOOT OF "SEALER CRACK PREPARATION". INCLUDE ALL COSTS OF THE HIGH MOLECULAR WEIGHT METHACRYLATE SEALER IN THE UNIT PRICE BID PER GALLON OF "SEALER RESIN".

(PL)REPAIR BRIDGE ITEM (TYPE A):

TRIM 1" FROM THE ENDS OF THE STEEL BEAMS OF SPAN NO. 1 AT PIER NO. 1 AS DETAILED IN THE PLANS. INCLUDE ALL COSTS IN THE UNIT PRICE BID PER LUMP SUM OF "(PL)REPAIR BRIDGE ITEM (TYPE A):

REMOVAL OF BRIDGE ITEMS:

THE PAY ITEM "REMOVAL OF BRIDGE ITEMS" SHALL INCLUDE THE REMOVAL AND DISPOSAL OF ALL ITEMS TO BE REMOVED FROM THE EXISTING BRIDGE AS SPECIFIED OR SHOWN IN THE PLANS INCLUDING THE FOLLOWING:

- DECK SLAB, INCLUDING PARAPETS, AND EXPANSION JOINT HARDWARE
- EXISTING STEEL BEARINGS AND HARDWARE
- APPROACH SLABS

BEFORE MAKING ANY REMOVALS, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A PLAN FOR REMOVING EACH ITEM OR PORTIONS OF ITEMS TO BE REMOVED FROM THE EXISTING BRIDGE. THE CONTRACTOR SHALL NOT MAKE ANY REMOVALS UNTIL THE PLAN HAS BEEN APPROVED BY THE ENGINEER. THE PLAN SHALL INCLUDE A LIST OF ALL EQUIPMENT THAT WILL BE USED TO MAKE THE REMOVALS, A DESCRIPTION OF HOW THE EQUIPMENT WILL BE USED TO MAKE THE REMOVALS AND A SEQUENTIAL LIST OF STEPS THAT WILL BE FOLLOWED BY THE CONTRACTOR TO MAKE THE REMOVALS.

ALL MATERIALS REMOVED FROM THE EXISTING BRIDGE SHALL BE PREVENTED FROM FALLING INTO THE RIVER CHANNEL OR ON THE TRAIL BELOW THE BRIDGE. ALL MATERIALS REMOVED FROM THE EXISTING BRIDGE SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER.

ALL COSTS NECESSARY TO COMPLETE THE WORK AS SPECIFIED OR AS SHOWN IN THE PLANS INCLUDING THE COST OF MATERIAL, LABOR, EQUIPMENT AND INCIDENTALS SHALL BE INCLUDED IN THE UNIT PRICE BID PER LUMP SUM OF "REMOVAL OF BRIDGE ITEMS".

GENERAL NOTES FOR BRIDGE "5" AND "6"

RIPRAP:

A 24" MINIMUM THICK LAYER OF TYPE I-A PLAIN RIPRAP WITH A 6" THICK LAYER OF TYPE I-A FILTER BLANKET SHALL BE PLACED AT PIER NO. 2 AS SHOWN ON THE PLANS. THE FILTER BLANKET SHALL BE PLACED IN ONE LAYER.

2022061 NBI NO. 14187 0200 BRIDGE "5"					
PAY QUANTITIES					
WB TUXEDO BLVD. OVER CANEY RIVER 51'-(80'-100'-80' CONTINUOUS) STEEL BEAM SPANS, 0' SKEW, 28'-0" CLEAR ROADWAY WITH CONCRETE PARAPET					
ITEM NO.		DESCRIPTION		UNIT	QUANTITY
201	501(G)	1800	CLSM BACKFILL	C.Y.	70.40
202	502(B)	3320	(PL)FALSEWORK JACKING	L.SUM	1.00
203	504(A)	5200	APPROACH SLAB (BR-1)	S.Y.	105.60
204	504(B)	5300	SAW-CUT GROOVING (BR-1)	S.Y.	1,066.60
205	504(E)	5520	42" F-SHAPED PARAPET (BR-1)	L.F.	685.80
206	506(A)	7200	STRUCTURAL STEEL	LB.	8,500.00
207	507(A)	8210	WEATHERING STEEL FIXED BEARING ASSEMBLY (BR-1)	EA.	10.00
208	507(B)	8310	WEATHERING STL EXP. BEARING ASSEMBLY (BR-1)	EA.	20.00
209	509(A)	0210	CLASS AA CONCRETE (BR-1)	C.Y.	248.30
210	511(B)	2310	EPOXY COATED REINFORCING STEEL (BR-1)	LB.	64,040.00
211	512(A)	3200	PAINTING EXISTING STRUCTURES	L.SUM	1.00
212	512(B)	3300	COLLECTION AND HANDLING OF WASTE	L.SUM	1.00
213	515(A)	7200	WATER REPELLENT (VISUALLY INSPECTED) (BR-1)	S.Y.	819.00
214	517	9110	ELASTOMERIC COATING (BR-1)	S.F.	671.00
215	518(B)	0300	SEALED EXPANSION JOINTS (BR-1)	L.F.	64.00
216	520(A)	1200	PREPARATION OF CRACKS, ABOVE WATER	L.F.	25.00
217	520(C)	1400	EPOXY RESIN, ABOVE WATER (BR-1)	GAL.	2.00
218	521(A)	2200	PNEUMATICALLY PLACED MORTAR	S.Y.	20.00
219	523(A)	3200	SEALER CRACK PREPARATION	L.F.	124.00
220	523(A)	3300	SEALER RESIN	GAL.	1.40
221	535	7100	CORROSION INHIBITOR(SURFACE APPLIED)	S.Y.	32.00
222	540	8116	(PL)REPAIR BRIDGE ITEM (TYPE A)	L.SUM	1.00
223	601(B)	1230	TYPE I-A PLAIN RIPRAP	TON	305.00
224	601(C)	1310	TYPE I-A FILTER BLANKET	TON	80.00
225	619(B)	6304	REMOVAL OF BRIDGE ITEMS	L.SUM	1.00

BR-1: PAYMENT FOR THIS ITEM WILL BE BASED ON THE PLAN QUANTITIES ONLY. SEE SECTION 109.01.B OF THE OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

BR-2: THE CONTENTS OF THIS NOTE MAY BE USED FOR VARIOUS WORK AND MISCELLANEOUS ITEMS NOT SPECIFICALLY IDENTIFIED IN THE CONTRACT DOCUMENTS WITH THE FOLLOWING PROVISIONS:

- THE ALLOWANCE SHALL BE USED FOR COST OF DESIGN AND CONSTRUCTION, INCLUDINGALL MATERIALS, LABOR, EQUIPMENT, PROFITAND OVERHEAD OF WORK ITEMS NOT SPECIFICALLY IDENTIFIED IN THE CONSTRUCTION DOCUMENTS, OR INCLUDED IN ORIGINAL PAY ITEMS BID FOR THE CONTRACT.
- THE ALLOWANCE SHALL BE UTILIZED ONLY AT THE DISCRETION OF THE CITY OF BARTLESVILLE. ANY BALANCE REMAINING AT THE COMPLETION OF THE PROJECT WILL BE RETAINED BY THE CITY OF BARTLESVILLE.
- THE CONTRACTOR SHALL PROVIDE, TO THE CITY OF BARTLESVILLE, A WRITTEN REQUEST FOR THE USE OF ANY ALLOWANCE, INCLUDING A SCHEDULE OF VALUES AND ASSOCIATED BACKUP INFORMATION, INCLUDING VALIDITY OF NEED, MATERIALS, LABOR, EQUIPMENT, AND TIME REQUIRED TO PERFORM THE ASSOCIATED WORK.

CONTRACTOR SHALL PROCEED WITH THE ALLOWNCE WORK ONLY AFTER RECEIVING WRITTEN PERMISSION FROM THE CITY OF BARTLESVILLE. PROCEEDING WITH ASSOCIATED ALLOWANCE WORK WITHOUT WRITTEN PERMISSION FROM THE CITY OF BARTLESVILLE WILL BE AT THE CONTRACTOR'S SOLE EXPENSE.

2022061 NBI NO. 21121 0201 BRIDGE "6"					
PAY QUANTITIES					
EB TUXEDO BLVD. OVER CANEY RIVER 51'-(80'-100'-80' P.C. BEAM SPANS, 0' SKEW, 32'-0" CLEAR ROADWAY WITH CONCRETE PARAPET					
ITEM NO.		DESCRIPTION		UNIT	QUANTITY
251	601(B)	1230	TYPE I-A PLAIN RIPRAP	TON	305.00
252	601(C)	1310	TYPE I-A FILTER BLANKET	TON	80.00

2022061 0640 STAKING					
PAY QUANTITIES					
ITEM NO.		DESCRIPTION		UNIT	QUANTITY
600	642(B)	3300	CONSTRUCTION STAKING LEVEL II	L.SUM	1.00

2022061 0640 CONSTRUCTION					
PAY QUANTITIES					
ITEM NO.		DESCRIPTION		UNIT	QUANTITY
640	641	2100	MOBILIZATION	L.SUM	1.00
641			ENGINEER'S ALLOWANCE (BR-2)	EA.	1.00

DESIGN			TUXEDO BLVD. BRIDGES "5" & "6" GENERAL NOTES AND SUMMARY OF PAY QUANTITIES (BRIDGE) (SHEET NO. 2 OF 2) CITY JOB NO. 2022061 WASHINGTON COUNTY SHEET NO. AB02
DETAIL			
CHECK			
NEO DESIGN LLC			

City of Bartlesville

Bridges 5 and 6 Along Tuxedo Boulevard

CITY OF BARTLESVILLE		
DESCRIPTION	REVISIONS	DATE

ENVIRONMENTAL MITIGATION NOTES

NON-COMPLIANCE NOTE:

FAILURE TO IMPLEMENT THE COMMITMENTS SPECIFIED IN THE PLAN NOTES CAN RESULT IN NON-COMPLIANCE. ISSUES ON THE PROJECT. WORK ACTIVITIES MAY BE SUSPENDED ON THE PROJECT, FOR AN UNDETERMINED DURATION, WHILE WORKING WITH REGULATORS TO BRING THE PROJECT BACK INTO COMPLIANCE. THE CONTRACTOR WILL NOT BE COMPENSATED FOR TIME LOST.

WATER QUALITY CONSERVATION NOTE:

APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE IMPACTS FROM STORM WATER DISCHARGES AND SEDIMENTATION IN STREAMS, AS ESTABLISHED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY, SHALL BE CONSCIENTIOUSLY IMPLEMENTED THROUGHOUT THE PROPOSED CONSTRUCTION PERIODS, IN ORDER TO MINIMIZE ANY POTENTIAL IMPACTS TO ANY LISTED SPECIES. THE EFFECTIVENESS OF EROSION CONTROLS SHALL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION ACTIVITIES. HAZARDOUS MATERIALS, CHEMICALS, FUELS, LUBRICATING OILS, AND OTHER SUCH SUBSTANCES SHALL BE STORED AT LEAST 100 FEET OUTSIDE OF THE ORDINARY HIGH WATER MARK (OHWM). REFUELING OF CONSTRUCTION EQUIPMENT SHALL ALSO BE CONDUCTED AT LEAST 100 FEET FROM THE OHWMS. SEDIMENT AND EROSION CONTROLS SHALL BE INSTALLED AROUND STAGING AREAS TO PROHIBIT DISCHARGE OF MATERIALS FROM THESE SITES. CONSTRUCTION WASTE MATERIALS AND DEBRIS SHALL BE STOCKPILED AT LEAST 25 FEET OUTSIDE OF THE OHWMS, AND THESE MATERIALS SHALL BE REMOVED AND DISPOSED OF PROPERLY FOLLOWING COMPLETION OF THE PROJECT. PREVENTATIVE MEASURE MUST BE TAKEN TO PROHIBIT THE DISCHARGE OF CONTAMINANTS INTO ANY SURFACE WATERS.

AMERICAN BURYING BEETLE NOTE:

THE AMERICAN BURYING BEETLE IS A LARGE CARRION BURYING BEETLE THAT MAY OCCUR WITHIN THE PROJECT LIMITS. ARTIFICIAL LIGHTING MAY BE USED DURING CONSTRUCTION FOR NIGHT ACTIVITIES IF THE EQUIPMENT SPECIFICATIONS OUTLINED IN SPECIAL PROVISION 656-5(A-B)19 FOR ABB ARE ADHERED TO AND MEASURES TO MINIMIZE USE OF ARTIFICIAL LIGHTING HAVE BEEN IMPLEMENTED. CARCASSES AND ALL FOOD TRASH SHALL CONTINUOUSLY BE REMOVED THROUGHOUT THE DURATION OF PROJECT ACTIVITIES. POLLUTION PREVENTION REQUIREMENTS AS SPECIFIED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY GENERAL PERMIT OKRL0 FOR STORM WATER DISCHARGES SHALL BE IMPLEMENTED WHEN APPROPRIATE. ADDITIONALLY, ALL EQUIPMENT WILL BE FUELED, AND ALL FUEL AND MOTOR VEHICLE OIL WILL NOT BE STORED WITHIN AREAS OF NATIVE VEGETATION (IE. OUTSIDE OF ABB HABITAT).

BAT TREE REMOVAL SEASONAL RESTRICTION NOTE:

THE TRICOLORED BAT IS A PROPOSED ENDANGERED BAT SPECIES THAT MAY OCCUR WITHIN THE PROJECT'S ACTION AREA. SUITABLE FORAGING HABITAT IS PRESENT WITHIN THE PROJECT AREA AND SUITABLE HABITAT WITHIN THE PROJECT CONSISTS OF WOODLANDS FOR ROOSTING. TO HELP AVOID OR MINIMIZE IMPACTS TO THE TRICOLORED BAT, TREE CLEARING COULD BE CONDUCTED BETWEEN NOVEMBER 16 AND MARCH 14 (OUTSIDE OF THE TYPICAL ACTIVE SEASON OF BATS IN OKLAHOMA). IF TREE CLEARING MUST BE CONDUCTED DURING THE ACTIVE BAT SEASON, AVOID SCHEDULING ACTIVITIES DURING THE PUPPING SEASON (MAY 15 THROUGH JULY 31). IF TREE CLEARING CANNOT BE AVOIDED DURING THE ACTIVE BAT SEASON, THE CITY OF BARTLESVILLE WILL CONTACT THE BIOLOGIST AND RE-CONSULTATION WITH USFWS MAY BE NECESSARY TO AVOID ADVERSE IMPACTS TO THE SPECIES.

BAT LIGHTING NOTE:

ALL TEMPORARY LIGHTING, IF USED, WILL BE DIRECTED AWAY FROM SUITABLE BAT HABITAT DURING THE ACTIVE SEASON FOR BATS (MARCH 15- NOVEMBER 15). IF ANY PERMANENT LIGHTING IS INSTALLED OR REPLACED, DOWNWARD-FACING FULL CUT-OFF LENS LIGHTS SHALL BE INSTALLED AND DIRECTED AWAY FROM WOODED AREAS AND STREAMS.

BALD EAGLE NOTE:

THE BALD EAGLE NESTING SEASON IN OKLAHOMA EXTENDS FROM SEPTEMBER 16 THROUGH MAY 31. AN ASSESSMENT AND SURVEY FOR SUITABLE BALD EAGLE HABITAT WAS COMPLETED FOR THIS PROJECT IN FEBRUARY 2023. NO NESTS WERE OBSERVED WITHIN THE EXPECTED IMPACT AREA. SURVEY RESULTS ARE VALID ONLY FOR THE NESTING SEASON IN WHICH THE SURVEY WAS PERFORMED. A NEW NEST SURVEY SHOULD BE CONDUCTED IF CONSTRUCTION ACTIVITIES HAVE NOT BEGUN BEFORE THE WINTER NESTING SEASON. NEST SEARCH SURVEYS CAN ONLY BE CONDUCTED WHEN LEAVES ARE NOT ON THE TREES TYPICALLY BETWEEN DECEMBER 1ST AND FEBRUARY 28TH. IF NESTS ARE OBSERVED, UP TO A 660- FOOT NO-WORK BUFFER SHALL BE PLACED AROUND THE NEST. THE EXACT DISTANCE OF THE BUFFER ZONE SHALL BE ESTABLISHED BY THE BIOLOGIST IN CONSULTATION WITH US FISH AND WILDLIFE SERVICES. IF THE BUFFER CANNOT BE MAINTAINED, ALL CLEARING, EXTERNAL CONSTRUCTION AND LANDSCAPING ACTIVITIES WITHIN THE BUFFER SHALL BE CONDUCTED BETWEEN JUNE 1 AND SEPTEMBER 15 (OUTSIDE THE NESTING SEASON).

MIGRATORY BIRD NOTE:

MIGRATORY BIRDS ARE PROTECTED BY THE FEDERAL MIGRATORY BIRD TREATY ACT. MANY BIRDS COMMONLY USE BRIDGES AND CULVERTS FOR NESTING. THE NESTING SEASON FOR MOST BIRD SPECIES EXTENDS FROM MARCH 1 TO AUGUST 31. THE PROJECT WAS SURVEYED FOR MIGRATORY BIRD NESTS IN FEBRUARY 2023, AND SWALLOW NESTS WERE OBSERVED ON THE BRIDGES OVER THE CANEY RIVER. THE ENGINEER SHALL CONTACT THE BIOLOGIST IF ANY BIRD USE OF THE EXISTING STRUCTURES IS OBSERVED. IF BIRDS ARE OBSERVED THEN PAINTING, REPAIR, RETROFIT, REHABILITATION OR DEMOLITION OF THE EXISTING BRIDGE SHALL BE CONDUCTED BETWEEN SEPTEMBER 1, AND FEBRUARY 28, WHEN MIGRATORY BIRD NESTS ARE NOT OCCUPIED. THE BRIDGE MAY BE PROTECTED FROM NEW NEST ESTABLISHMENT PRIOR TO MARCH 1, BY MEANS THAT DO NOT RESULT IN BIRD DEATH OR INJURY. OPTIONS INCLUDE THE EXCLUSION OF ADULT BIRDS FROM SUITABLE NEST SITES ON OR WITHIN A STRUCTURE BY THE PLACEMENT OF WEATHER-RESISTANT POLYPROPYLENE NETTING WITH 0.25- INCH OR SMALLER OPENINGS, PRIOR TO MARCH 1. METHODS OTHER THAN NETTING MUST BE PRE-APPROVED BY THE BIOLOGIST.

ALLIGATOR SNAPPING TURTLE NOTE:

THE ALLIGATOR SNAPPING TURTLE IS A PROPOSED THREATENED REPTILE SPECIES THAT MAY OCCUR WITHIN THE PROJECT'S ACTION AREA. INSTALL SILT FENCING OR SIMILAR BARRIERS ALONG THE SHORELINE TO PREVENT TURTLES FROM ENTERING THE CONSTRUCTION AREA. ENFORCE A STRICT SPEED LIMIT FOR ALL VEHICLES IN THE CONSTRUCTION ZONE TO AVOID ACCIDENTAL HARM TO TURTLES. CONSTRUCTION CREWS SHOULD BE MADE AWARE OF THE POTENTIAL PRESENCE OF THIS SPECIES, SPECIAL CARE SHOULD BE TAKEN TO AVOID HARMING INDIVIDUALS, AND RELOCATE ANY TURTLES FOUND WITHIN THE CONSTRUCTION ZONE TO A SAFE LOCATION.

FRESHWATER MUSSELS NOTE:

SUITABLE HABITAT FOR FRESHWATER MUSSELS IS PRESENT WITHIN THE PROJECT'S ACTION AREA. IN ORDER TO AVOID AND MINIMIZE POTENTIAL HARM TO FRESHWATER MUSSEL SPECIES, A FRESHWATER MUSSEL SURVEY & RELOCATION PLAN HAS BEEN DEVELOPED AND APPROVED BY THE USFWS AND ODWC AND WILL BE CONDUCTED BEFORE CONSTRUCTION ACTIVITIES OCCUR. ADHERING TO WATER QUALITY BMPS WILL REDUCE THE RISK OF IMPACT TO FRESHWATER MUSSEL SPECIES LOCATED DOWNSTREAM OF THE ACTON AREA.

SPECIES (CHOOSE THOSE THAT APPLY)	SEASONAL RESTRICTION PERIOD
BATS	MARCH 15 - NOVEMBER 15
BALD EAGLE	SEPTEMBER 16 - MAY 31
SWALLOWS AND PHOEBES	MARCH 1 - AUGUST 31

DESIGN	SEK	09/24	CITY OF BARTLESVILLE GUY ENGINEERING SERVICES, INC.	
DRAWN	SEK	09/24	ENVIRONMENTAL NOTES	
CHECKED	BF	09/24		
APPROVED	BF	09/24		
SQUAD				
COUNTY WASHINGTON		HIGHWAY E, TUXEDO BLVD.		CITY JOB NO. 2022061 SHEET NO. AE01

Wednesday, May 10, 2023 9:08 AM
V:\22-142SE BR 5.6 & 9 Coney River - Retabs, Bartlesville\ CIV3D\ PLANS

ROADWAY GENERAL CONSTRUCTION NOTES:

COMPLY WITH THE REQUIREMENTS OF THE 2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, EXCEPT AS MODIFIED BY THE PLANS AND SPECIAL PROVISIONS.

THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND FIELD ENTRANCES DURING CONSTRUCTION.

ALL TREES, BRUSH, AND OTHER DEBRIS THAT MIGHT INTERFERE WITH THE FLOW OF WATER ARE TO BE CLEANED OUT TO THE RIGHT-OF-WAY LINES AT THE BRIDGE IN A MANNER APPROVED BY THE ENGINEER. ALL COSTS ARE TO BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK.

THE CONTRACTOR SHALL GIVE NOTICE TO CITY OF BARTLESVILLE IN WRITING, FOURTEEN (14) CALENDAR DAYS BEFORE WORK BEGINS ON THE PROJECT.

IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.

THE CONTRACTOR SHALL VERIFY LOCATION (HORIZONTALLY AND VERTICALLY) OF ALL UTILITIES. DAMAGE TO ANY UTILITIES DUE TO CONTRACTOR OPERATIONS IS THE RESPONSIBILITY OF THE CONTRACTOR (ODOT SPEC 104.14). IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND THE SUBCONTRACTORS TO VERIFY THE ACTUAL LOCATIONS OF THE UTILITIES BY CONTACTING THE UTILITY OWNERS AND/OR OKIE AT 1-800-522-6543. A CONTRACTOR THAT FAILS TO COMPLY WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT SHALL BE LIABLE FOR THE UNDERGROUND UTILITY DAMAGE AND RESPONSIBLE FOR THE REPAIR OF SUCH UTILITY (53 O.S. § 142.9A).

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE HE MAY INFLICT TO THE EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA AS A RESULT OF HIS DIGGING, TRENCHING, BORING, ETC. . . . PRIOR TO DIGGING NEAR THE UTILITIES, THE CONTRACTOR SHALL CALL FOR A LIST OF ALL UNDERGROUND FACILITIES REGISTERED IN THE AREA OF CONSTRUCTION LISTED WITH THE FOLLOWING AGENCIES: THE OKIE NOTIFICATION CENTER 811 OR 1-800-522-6543 OR WWW.CALLOKIE.COM OR THE LOCAL COUNTY CLERK'S OFFICE.

DEPTH AND LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

ROADWAY PAY QUANTITY 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-16) PAYMENT FOR THIS ITEM WILL BE THE THEORETICAL CROSS SECTION MULTIPLIED BY THE INSTALLED LENGTH.

(R-33) QUANTITY INCLUDES AN ESTIMATED 10 C.Y. TO BE USED AS DIRECTED BY THE ENGINEER.

(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) INCLUDES 250 CY TO BE USED AT THE DISCRETION OF THE ENGINEER FOR GUARDRAIL WIDENING INSTALLATION.

(2) PAY ITEM INCLUDES ALL INCIDENTALS TO PREPARE CONCRETE CRACKS FOR REPAIR, INCLUDING BUT NOT LIMITED TO ROUTING CRACKS, SANDBLASTING CRACKS, AND BLOWING DEBRIS OUT OF THE CRACK.

(3) CONTRACTOR SHALL PLACE SILT FENCE AT THE EDGE OF EXISTING RIGHT OF WAY. CONTRACTOR SHALL DETERMINE THE LOCATION OF THE EXISTING RIGHT OF WAY PRIOR TO THE BEGINNING OF CONSTRUCTION OPERATIONS.

(4) ESTIMATED QUANTITY TO BE USED AT THE DISCRETION OF THE ENGINEER.

CITY OF BARTLESVILLE		
DESCRIPTION	REVISIONS	DATE

CITY PROJECT NO.2022061					
PAY QUANTITIES					
0100 ROADWAY ITEMS					
ITEM			DESCRIPTION	PAY NOTES	UNIT QUANTITY
100	201(A)	1200	CLEARING AND GRUBBING		L.SUM 1
102	221(B)	2300	TEMPORARY SILT FENCE	R-8,3,4	L.F. 1,118
103	221(E)	2600	TEMPORARY SILT DIKE	R-8,4	L.F. 50
104	230(A)	7200	SOLID SLAB SODDING	4	S.Y. 50

DESIGN	SEK	09/24	CITY OF BARTLESVILLE GUY ENGINEERING SERVICES, INC.			
DRAWN	SEK	09/24	SUMMARY OF PAY QUANTITIES AND NOTES ROADWAY			
CHECKED	BF	09/24				
APPROVED	BF	09/24				
SQUAD						
COUNTY	WASHINGTON		HIGHWAY E	TUXEDO BLVD.	CITY JOB NO. 2022061	SHEET NO. AR01

Wednesday, May 10, 2023 9:08 AM
V:\22-1426E BR 5.6 & 9 Coney River - Rehabs, Bartlesville\ CIV3D\ PLANS

GENERAL CONSTRUCTION NOTES:

THE EXISTING ROADWAY SHALL REMAIN OPEN DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTS, AND SIGNING WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SIGNINGS WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS. CONSTRUCTION TRAFFIC CONTROL WILL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE O.D.O.T. STANDARD DRAWINGS.

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING TRAFFIC ON CROSS STREETS. A MINIMUM OF ONE LANE IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES.

THE CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION PHASING, TRAFFIC MANAGEMENT PLAN, AND DETOUR PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL BEFORE CONSTRUCTION OPERATIONS BEGIN. THE TRAFFIC MANAGEMENT SHALL CONFORM TO ALL APPLICABLE STATE STANDARDS AND MUTCD GUIDELINES (LATEST REVISIONS).

ANY DAMAGE CAUSED BY THE CONTRACTOR TO ANY STRUCTURES, ROADWAY SURFACES, STRIPING, RAISED PAVEMENT MARKERS, GUARDRAILS, SLOPES, AND SIGNS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER.

ALL BROKEN CONCRETE, WASTE MATERIAL, AND DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE LIMITS OF THE PROJECT AND DISPOSED OF IN AN AREA APPROVED BY THE ENGINEER. NO PAYMENT WILL BE MADE FOR THE DISPOSAL OF THIS MATERIAL.

ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL MEET ODOT'S "QUALITY STANDARDS FOR TEMPORARY TRAFFIC CONTROL DEVICES."

THE EXISTING GUARDRAIL TO BE ELIMINATED SHALL NOT BE REMOVED UNTIL THE PROTECTED OBSTACLE HAS BEEN MODIFIED, REBUILT, OR REMOVED AS REQUIRED BY THE PLANS AND SPECIFICATIONS.

THE EXISTING GUARDRAIL TO BE REPLACED SHALL NOT BE REMOVED UNTIL ALL MATERIALS, EQUIPMENT AND LABOR IS AVAILABLE AT THE SITE FOR REPLACEMENT. REPLACEMENT OF THE GUARDRAIL SHALL BEGIN IMMEDIATELY FOLLOWING THE REMOVAL OF THE EXISTING GUARDRAIL AND CONTINUE UNTIL COMPLETED. NO RAW GUARDRAIL ENDS SHALL REMAIN EXPOSED TO TRAFFIC DURING NON-WORKING HOURS.

THE ITEMS TO BE REMOVED AND/OR RESET SHALL BE HANDLED WITH CARE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OCCURRING DURING THESE OPERATIONS.

TRAFFIC PAY QUANTITY NOTES

(R-40) TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.

(TC-1) THE CONTRACTOR SHALL FURNISH AND INSTALL SUCH LIGHTS, SIGNS, BARRICADES, AND PROVIDE FLAGGERS NECESSARY FOR THE CONTROL, SAFETY, AND MAINTENANCE OF TRAFFIC WHEN INSTALLING, RELOCATING OR DELIVERING PORTABLE LONGITUDINAL BARRIER.

(TC-2) QUANTITY INCLUDES SUFFICIENT LENGTH OF PORTABLE LONGITUDINAL BARRIER TO PROVIDE FOR THE LONGEST SECTION SHOWN ON THE PLANS. THIS SAME BARRIER WILL BE USED ON OTHER DETOUR PHASES.

(TC-14) SEE STANDARD DRAWING PM1-1, PM2-1, PM3-1, PM4-1, PM5-1, PM6-1, PM7-1, PM8-1 (LATEST REVISION). A PART, OR ALL, OF THE QUANTITY SHOWN IS TO BE USED AS FINAL PAVEMENT MARKING.

(TC-17) INCLUDES AN ESTIMATED 4,815 L.F. (PAINT)(4" WIDE) WHITE AND 3,852 L.F. (PAINT)(4" WIDE) YELLOW STRIPE.

(TC-20) ALL STRIPING TO BE PLACED ON TEMPORARY SURFACES OR ON SURFACE SCHEDULED TO BE REMOVEDSHALL BE DONE WITH PAINT UNLESS OTHERWISE NOTED ON THE PLANS OR STANDARD DRAWINGS. TEMPORARY PAVEMENT MARKING PLACED ON FINISHED PAVEMENT OR EXISTING PAVEMENT TO REMAIN IN PLACE SHALL USE ONE OF THE FOLLOWING METHODS:

- REMOVABLE PAVEMENT MARKING TAPE
- CLASS A PAVEMENT MARKERS

(TC-21) INCLUDED IN THE COST OF THIS ITEM SHALL BE INSTALLATION, MAINTENANCE, AND REMOVAL. THIS ITEM SHALL BE BID ACCORDINGLY.

(TC-22) AMOUNT SHOWN IS AN APPROXIMATION AND THE ACTUAL AMOUNT OF REMOVAL. IF NECESSARY, SHALL BE DETERMINED BY THE ENGINEER. PRICE BID FOR PAVEMENT MARKING REMOVAL SHALL INCLUDE THE COST OF PLASTIC, PAINT OR NON-REMOVABLE MARKING TAPE.

(TC-26) ALL CONSTRUCTION TRAFFIC CONTROL WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS, AND INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE O.D.O.T. STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES REQUIRED FOR COMPLETION OF THE PROJECT.

ALL SIGNS AND BARRICADES WHICH ARE SHOWN WITH TYPE 'A' LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS.

(TC-33) ALL CONSTRUCTION WORK ZONE SIGNS SHALL HAVE FLUORESCENT SHEETING. THE FLUORESCENT SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956 (LATEST REVISION)

THE MANUFACTURER SHALL FURNISH A TYPE 'D' CERTIFICATION IN ACCORDANCE WITH O.D.O.T. STANDARD SPECIFICATIONS (CURRENT EDITION) SUBSECTION 106.04. THE CERTIFICATION SHALL INCLUDE TEST RESULTS ON MATERIAL SUBMITTED FOR APPROVAL.

(TC-44) PRICE BID FOR THIS ITEM SHALL BE INCLUDE ATTENUATOR MODULES, SAND, WOODEN PALLETS (IF REQUIRED), RELOCATION, AND MAINTENANCE.

(TC-52) ANY USED CHANGEABLE MESSAGE SIGNS TO BE PLACED ON THIS PROJECT SHALL BE SUBJECT TO INSPECTION AND APPROVAL, BY THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, TO ASSURE THAT THEY ARE IN GOOD WORKING CONDITION, PRIOR TO PLACEMENT ON THE PROJECT.

(TC-61) ANY DAMAGE TO A FINISHED OR EXISTING SURFACE RESULTING FROM THE CONTRACTOR'S NEGLIGENCE IN THE REMOVAL OF CONSTRUCTION ZONE PAVEMENT MARKERS OR CHANNELIZING DEVICES AND THE BITUMINOUS ADHESIVE USED IN THEIR INSTALLATION, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.

(TC-70) THIS ITEM IS AN ESTIMATED QUANTITY TO BE USED AS DEEMED NECESSARY BY THE ENGINEER.

(TC-75) TEMPORARY PAVEMENT MARKINGS SHALL BE IN PLACE THE SAME DAY THAT EXISTING PAVEMENT MARKINGS ARE REMOVED FROM ANY ROADWAY OPEN TO TRAFFIC. ALSO, ALL TEMPORARY PAVEMENT MARKINGS SHALL BE REMOVED PRIOR TO THE INSTALLATION OF FINAL STRIPING.

(TC-84) 90 CONSTRUCTION CALENDAR DAYS WERE USED TO COMPUTE THE SIGN DAY PAY ITEMS. THE AMOUNT OF CALENDAR DAYS USED TO COMPUTE THE SIGN DAY PAY ITEMS IS AN ESTIMATED QUANTITY ONLY, BASED ON THE CURRENT O.D.O.T. STANDARDS AND SUGGESTED CONSTRUCTION SEQUENCE FOR THIS PROJECT. THESE ESTIMATED SIGN DAY QUANTITIES MAY CHANGE AS THE PROJECT'S CONSTRUCTION TRAFFIC CONTROL IS MODIFIED DURING CONSTRUCTION.

(TC-85) THESE SIGNS MUST BE ON THE OKLAHOMA DEPARTMENT OF TRANSPORTATION LIST OF APPROVED CHANGEABLE MESSAGE SIGNS. FOR A LIST OF THE APPROVED SIGNS GO TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION WEBSITE AT: <http://www.okladot.state.ok.us/traffic/qpl/index.php>.

(1) POSTS SHALL BE ODOT APPROVED STEEL. BLOCKOUTS SHALL BE ODOT APPROVED COMPOSITE.

(2) PLAN QUANTITIES ARE BASED ON THE PLAN SEQUENCE OF CONSTRUCTION. FINAL PAYEMENT WILL BE BASED ON THE ACTUAL AMOUNT USED IN ACCORDANCE WITH THE APPROVED TRAFFIC CONTROL PLAN.

(3) THE CONTRACTOR SHALL REMOVE AND RESET SIGNS AS NEEDED TO CONSTRUCT THE GUARDRAIL.

(4) SIGN PLACEMENT LOCATIONS SHALL BE DETERMINED BY THE ENGINEER.

(5) ALL ADVANCED WARNING SIGNAGE SHALL BE IN PLACE 14 DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.

(6) 25 LINEAR FEET OF GUARDRAIL TO BE USED AT THE DISCRETION OF THE ENGINEER AS NEEDED FOR CONNECTING EXISTING W-BEAM TO NEW THRIE-BEAM.

(7) PAY ITEM TO BE PLACED AT THE NORTH ENDS OF BRIDGE 5.

CITY PROJECT NO.2022061					
PAY QUANTITIES					
0300 TRAFFIC ITEMS					
ITEM			DESCRIPTION	PAYNOTES	UNIT
					QUANTITY
300	619(B)	6396	REMOVAL OF GUARDRAIL	R-40	L.SUM
301	623(A)	1200	BEAM GUARDRAIL W-BEAM SINGLE	1.6	LF
302	623(C)	1400	BEAM GUARDRAIL THRIE-BEAM SINGLE	1.7	EA
305	805(D)	3528	(PL)REMOVE & RESET EXISTING SIGNS	3	L.SUM
306	853	5175	GUARDRAIL DELINEATORS(TYPE 2, CODE 1)		EA.
307	856(A)	8200	TRAFFIC STRIPE (MULTI-POLY.)(4" WIDE)	(TC-14,TS-24)	L.F.
308	857(A)	8839	CONSTRUCTION TRAFFIC STRIPE(PAINT) (4" WIDE)	(TC-17,20,61,70,75)	L.F.
309	857(F)	9700	PAVEMENT MRKING. REMOVAL (TRAF. STRP)	(TC-22,70,75),TS-32	L.F.
314	880(B)	6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	(TC-21,26,33,84),2.5	S.D.
315	880(B)	6310	CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF	(TC-21,26,33,84),2.5	SD
316	880(B)	6320	CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF	(TC-21,26,33,84),2.5	S.D.
317	880(C)	6410	CONSTRUCTION BARRICADES(TYPE III)	(TC-21,26,84),2	S.D.
318	880(E)	6600	WARNING LIGHTS(TYPE A)	(TC-21,26,84),2.5	S.D.
319	880(F)	6700	DRUMS	(TC-21,26,84),2	S.D.
320	880(G)	6800	TUBE CHANNELIZERS	(TC-21,26,84),2	S.D.
321	882(A)	8200	PORT.CHANGEABLE MESSAGE SIGN	(TC-52,84,85),4,5	S.D.

TRAFFIC OPERATIONS GENERAL CONSTRUCTION NOTES

ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL MEET OKLAHOMA DEPARTMENT OF TRANSPORTATION'S "QUALITY STANDARDS FOR TEMPORARY TRAFFIC CONTROL DEVICES."

ANY SIGNS AND/OR DELINEATORS WHICH ARE TO BE REMOVED DURING THIS PROJECT WILL BE STORED IN A PROTECTED AREA DESIGNATED BY THE RESIDENT ENGINEER, UNTIL SUCH A TIME THAT THEY ARE TO BE RESET BY THE CONTRACTOR. COST OF THIS WORK TO BE INCLUDED IN OTHER ITEMS OF WORK.

EXISTING ROADWAY SHALL REMAIN OPEN DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTS, AND SIGNING WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SIGNING WILL BE DONE ACCORDING TO STANDARDS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND AS SHOWN ON TCS STANDARD DRAWINGS.

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING TRAFFIC ON CROSS STREETS. A MINIMUM OF ONE LANE IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES.

THE CONTRACTOR SHALL PROVIDE A PERSON TO BE ON 24 HOUR CALL AS NEEDED AS DETERMINED BY THE ENGINEER. THIS PERSON SHALL HOLD A CURRENT CERTIFICATION FROM THE AMERICAN TRAFFIC SAFETY SERVICE ASSOCIATION (ATSSA) OR THE OKLAHOMA TRAFFIC ENGINEERING ASSOCIATION (OTEA) AS A TRAFFIC CONTROL TECHNICIAN OR TRAFFIC CONTROL SUPERVISOR.

TRAFFIC SIGNING PAY QUANTITY NOTES

(TS-24) QUANTITY SHOWN INCLUDES 3,852 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(WHITE) AND 3,852 L.F. TRAFFIC STRIPE (MULTI-POLYMER)(YELLOW) AND WILL BE MEASURED BY THE LINEAR FOOT OF SIX INCH (6") WIDE TRAFFIC STRIPE.

(TS-32) THE AMOUNT SHOWN IS AN APPROXIMATION AND THE ACTUAL AMOUNT OF REMOVAL, IF NECESSARY, SHALL BE DETERMINED BY THE ENGINEER. PRICE BID FOR PAVEMENT MARKINGS REMOVAL (TRAFFIC STRIPE) SHALL INCLUDE COST OF REMOVAL OR ARROWS, WORDS, AND SYMBOLS. THE PAVEMENTMARKING TO BE REMOVED SHALL BE CONSIDERED THERMOPLASTIC AND BID ACCORDINGLY.

DURING REMOVAL OF EXISTING STRIPING AND REPLACEMENT WITH NEW STRIPING, PERMANENT STRIPING SHALL BE REPLACED WITHIN 48 HOURS AFTER OLD STRIPING IS REMOVED.

DESIGN	SEK	09/24	CITY OF BARTLESVILLE GUY ENGINEERING SERVICES, INC.		
DRAWN	SEK	09/24	SUMMARY OF PAY QUANTITIES AND NOTES TRAFFIC		
CHECKED	BF	09/24			
APPROVED	BF	09/24			
SQUAD					
COUNTY WASHINGTON			HIGHWAY E. TUXEDO BLVD. CITY JOB NO. 2022061 SHEET NO. AT01		

N:\JOBS\Guy\NEO2229 City of Bartlesville Bridge Rehabs\14187 BRIDGE 5\Bridge 5 - GPE.dwg, GPE2_9/3/2024 12:14:28 PM

REVISIONS		
REV. NO.	DESCRIPTION	DATE

ITEMIZED QUANTITIES – BRIDGE "5"						
ITEM	UNIT	ABUTMENTS	PIERS	SUPERSTRUCTURE	APPROACH SLAB	SUBTOTAL
CLSM BACKFILL	C.Y.	–	–	–	70.40	70.40
(PL)FALSEWORK JACKING	L.SUM	–	–	1.00	–	1.00
APPROACH SLAB	S.Y.	–	–	–	105.60	105.60
SAW-CUT GROOVING	S.Y.	–	–	971.20	95.40	1066.60
42" F-SHAPED PARAPET	L.F.	–	–	624.40	61.40	685.80
STRUCTURAL STEEL	LB.	–	–	8500.00	–	8500.00
WEATHERING STEEL FIXED BEARING ASSEMBLY	EA.	–	–	10.00	–	10.00
WEATHERING STEEL EXP. BEARING ASSEMBLY	EA.	–	–	20.00	–	20.00
CLASS AA CONCRETE	C.Y.	–	–	248.30	–	248.30
EPOXY COATED REINFORCING STEEL	LB.	80.00	–	63960.00	–	64040.00
PAINTING EXISTING STRUCTURE	L.SUM	–	–	1.00	–	1.00
COLLECTION AND HANDLING OF WASTE	L.SUM	–	–	1.00	–	1.00
WATER REPELLENT (VISUALLY INSPECTED)	S.Y.	–	–	788.00	30.70	818.70
ELASTOMERIC COATING	S.F.	266.00	405.00	–	–	671.00
SEALED EXPANSION JOINTS	L.F.	–	–	64.00	–	64.00
PREPARATION OF CRACKS, ABOVE WATER	L.F.	12.50	12.50	–	–	25.00
EPOXY RESIN, ABOVE WATER	GAL.	1.00	1.00	–	–	2.00
PNEUMATICALLY PLACED MORTAR	S.Y.	10.00	10.00	–	–	20.00
SEALER CRACK PREPARATION	L.F.	–	–	124.00	–	124.00
SEALER RESIN	GAL.	–	–	1.40	–	1.40
CORROSION INHIBITOR (SURFACE APPLIED)	S.Y.	16.00	16.00	–	–	32.00
TYPE I–A PLAIN RIPRAP	TON	–	–	–	–	305.00
TYPE I–A FILTER BLANKET	TON	–	–	–	–	80.00
(PL)REPAIR BRIDGE ITEM (TYPE A)	L.SUM	–	–	–	–	1.00
REMOVAL OF BRIDGE ITEMS	L.SUM	–	–	–	–	1.00

INDEX OF SHEETS

SHEET NO.	TITLE
AB01–AB02	GENERAL NOTES AND SUMMARY OF PAY QUANTITIES (BRIDGE)
B001–B002	GENERAL PLAN AND ELEVATION
B003	DETAILS OF SUBSTRUCTURE REPAIRS
B004–B008	DETAILS OF SUPERSTRUCTURE
B009	DETAILS OF DIAPHRAGMS
B010	DETAILS OF STEEL BEAM BRACING
B011–B012	DETAILS OF BEARING ASSEMBLIES
B013–B014	DETAILS OF APPROACH SLABS

LOAD AND RESISTANCE FACTOR DESIGN DATA

CLASS AA CONCRETE	f'c = 4,000 p.s.i.
CLASS A CONCRETE	f'c = 3,000 p.s.i.
REINFORCING STEEL (GRADE 60)	fy = 60,000 p.s.i.
STRUCTURAL STEEL M270 (GRADE 50W)	fy = 50,000 p.s.i.

LOADING: HL–93
20 P.S.F. FUTURE WEARING SURFACE

DESIGN: AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION WITH INTERIMS.
ANSI/AASHTO/AWS D1.5 BRIDGE WELDING CODE

LFD OPERATING RATING: HS 37.0

STANDARDS

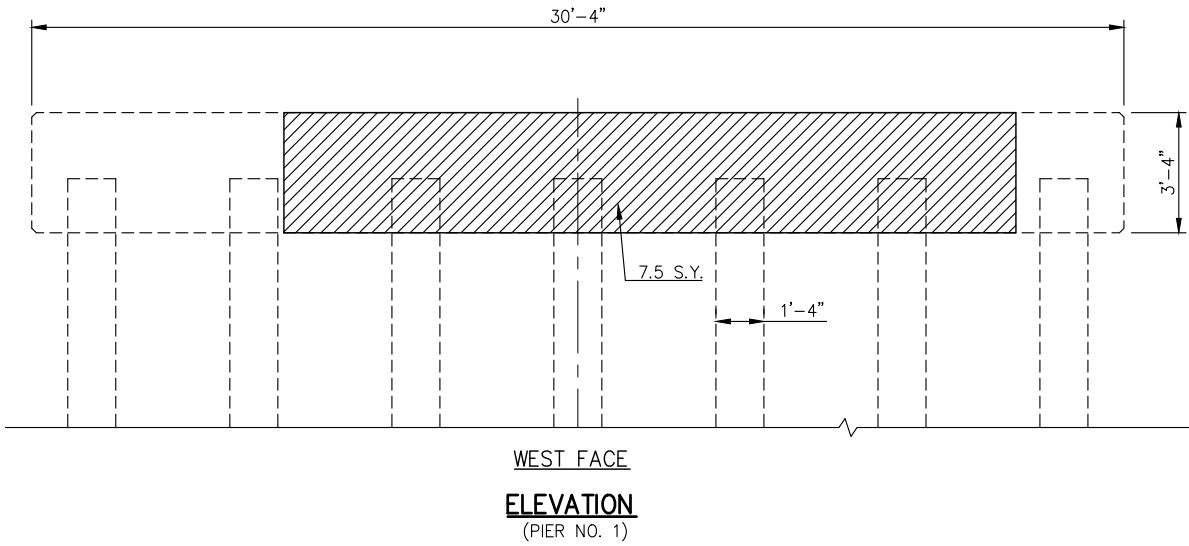
FSHP–42–2–00E
LECS–5–2

EXISTING BRIDGE: 51'–(80'–100'–80' CONTINUOUS) STEEL BEAM
SPANS WITH 28'–0" CLEAR ROADWAY AND CONCRETE PARAPETS.
℄ STA. 3+56.76


DESIGN			WB TUXEDO BLVD. OVER CANEY RIVER WASHINGTON COUNTY BRIDGE "5"
DETAIL			
CHECK			
NEO DESIGN LLC			GENERAL PLAN AND ELEVATION (SHEET 2 OF 2)
			CITY JOB NO. 2022061
			SHEET NO. B002

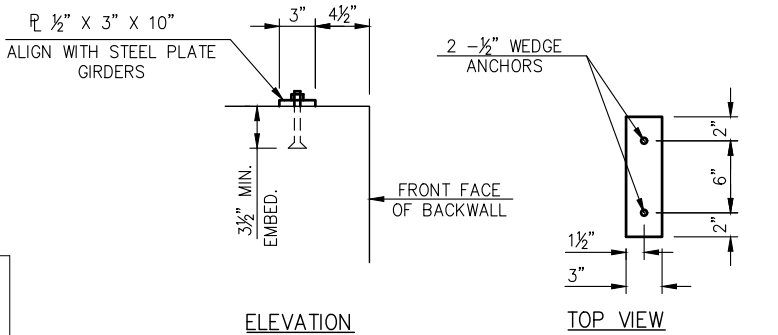
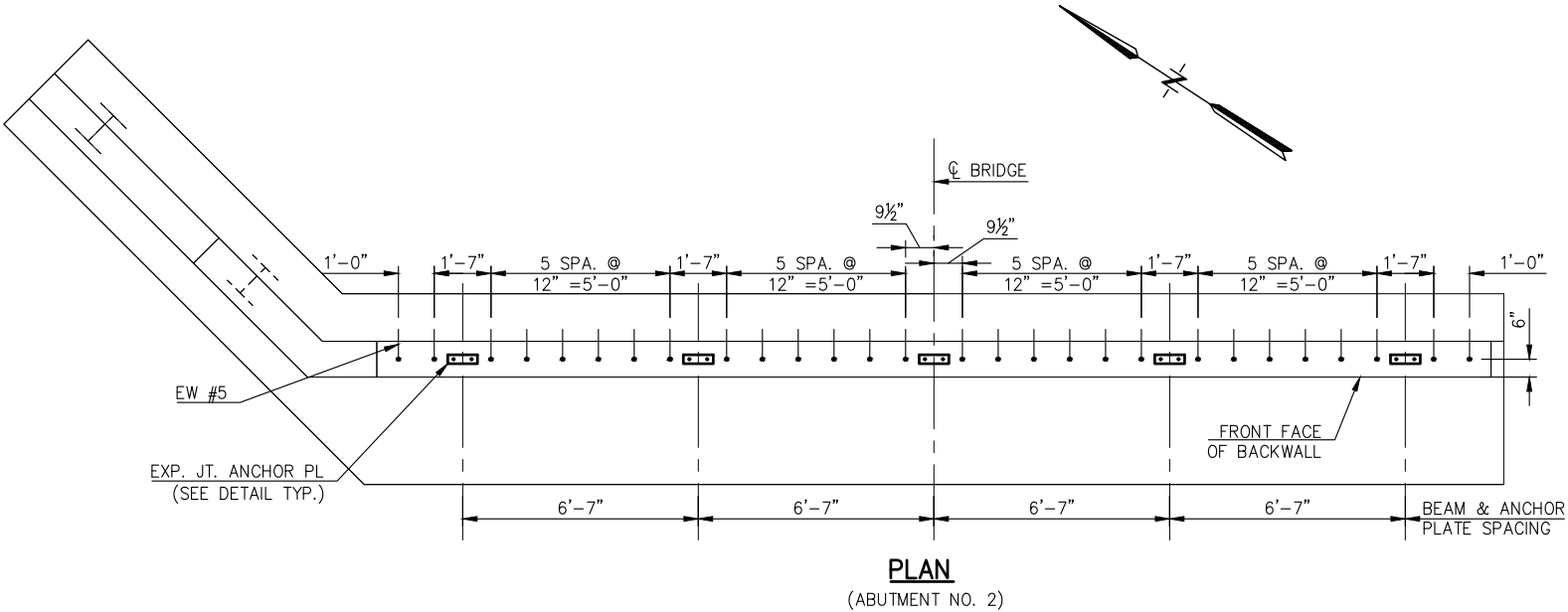
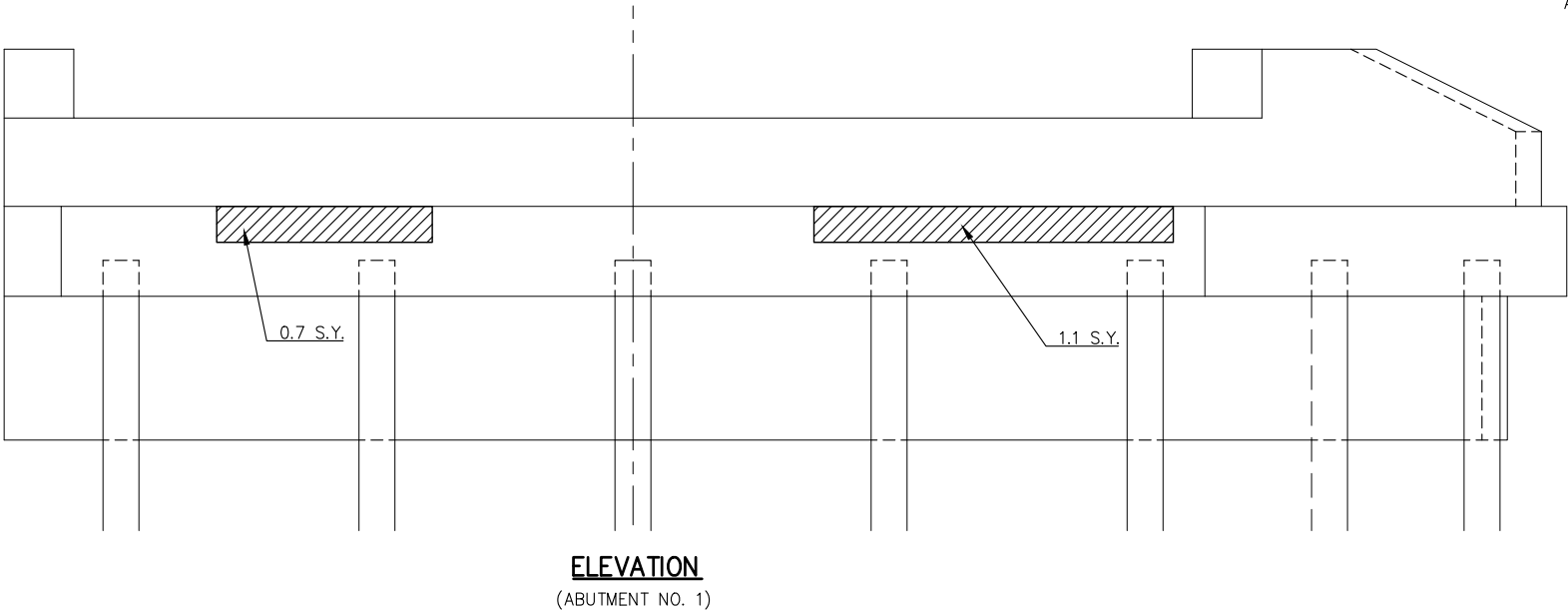
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REVISIONS		
REV. NO.	DESCRIPTION	DATE



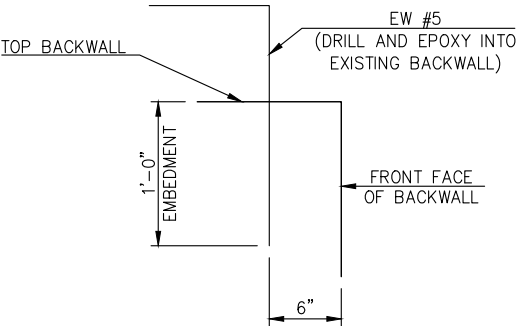
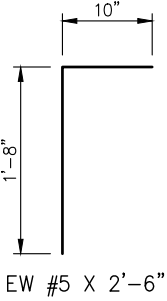
LEGEND:

 SPALLED CONCRETE – REPAIR WITH PNEUMATICALLY PLACED MORTAR (PPM)
(SEE GENERAL NOTES)



**EXPANSION JOINT ANCHOR PLATE
AT ABUTMENT**

NOTE:
INCLUDE ALL COST OF ANCHOR
PLATES IN THE UNIT COST BID PER
L.F. OF "SEALED EXPANSION JOINTS."



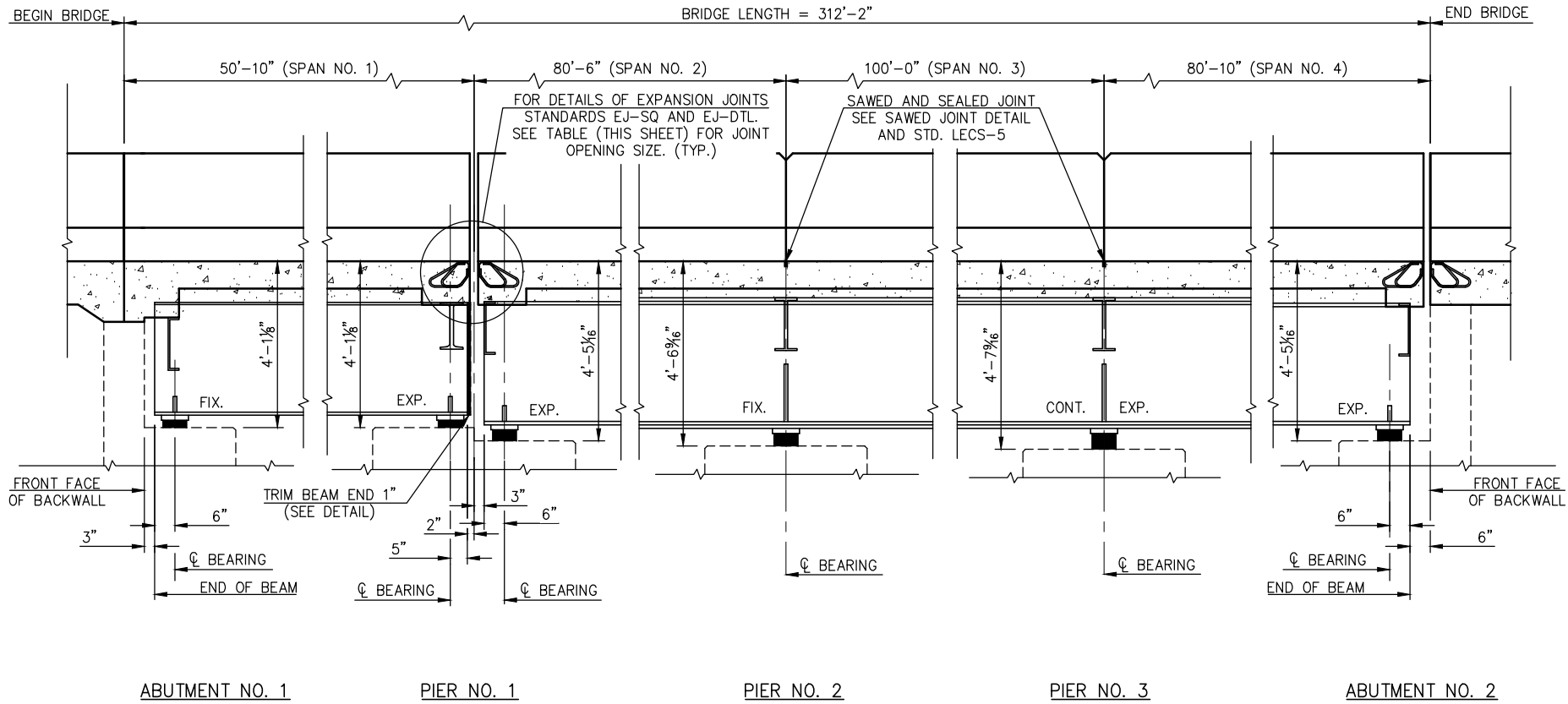
NOTE:
INCLUDE COST TO DRILL AND EPOXY
EMBEDDED EW BARS IN OTHER ITEMS
OF WORK.

ABUTMENT BAR LIST				
MARK	SIZE	NO.	FORM	LENGTH
EPOXY COATED REINFORCING				
EW	#5	28	BNT.	2'-6"

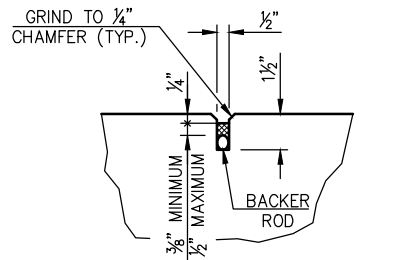
DESIGN			WB TUXEDO BLVD. OVER CANEY RIVER WASHINGTON COUNTY BRIDGE "5"
DETAIL			
CHECK			
			DETAIL OF SUBSTRUCTURE REPAIRS
NEO DESIGN LLC			
			CITY JOB NO. 2022061
			SHEET NO. B003

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REVISIONS		
REV. NO.	DESCRIPTION	DATE

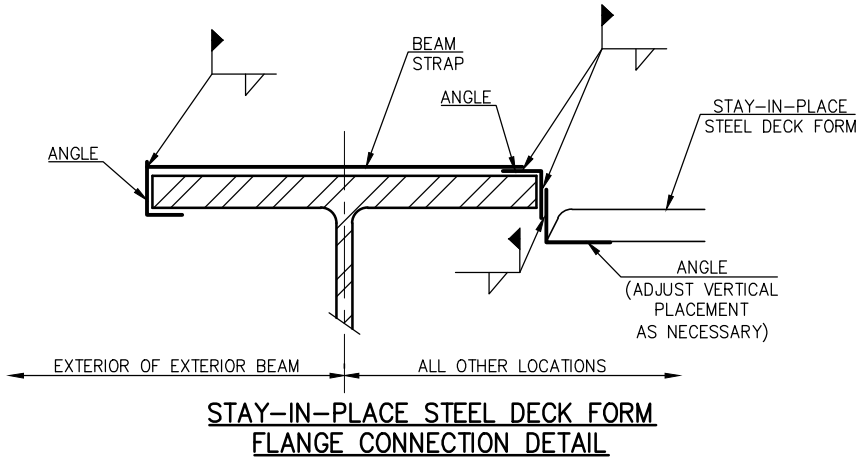


LONGITUDINAL SECTION



SAWED JOINT DETAIL

SEE STD. LECS-5 FOR FURTHER DETAILS.

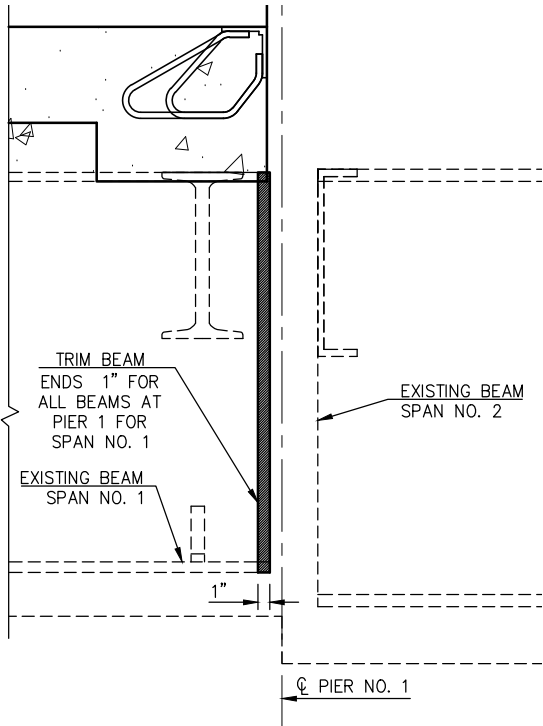


NOTE:
DO NOT WELD TO THE TOP FLANGE OR STUDS. REPORT ANY ARC STRIKE, WELD SPLATTER, OR WELDING ON TOP FLANGE TO BRIDGE ENGINEER IMMEDIATELY.

ALL COSTS FOR THE SAWED AND SEALED CRACK JOINTS IN THE DECK AT CENTERLINE OF PIER NOS. 3 & 4 INCLUDING LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS SHALL BE INCLUDED IN OTHER ITEMS OF WORK.

PERFORM ALL STRUCTURAL STEEL REPAIRS AND INSTALL NEW DIAPHRAGMS BEFORE PLACING CONCRETE FOR THE DECK SLAB OR APPLYING OTHER MASSIVE LOADS TO THE BEAMS.

EXPANSION JOINT SETTING SCHEDULE		
JOINT OPENING		
	PIER NO. 1	ABUT NO. 2
1 1/4"		113
1 3/8"		104
1 1/2"	109	95
1 5/8"	97	87
1 3/4"	84	78
1 7/8"	72	69
2"	60	60
2 1/8"	48	51
2 1/4"	36	42
2 3/8"	23	33
2 1/2"	11	25
2 5/8"		16
2 3/4"		7



TRIM BEAM END DETAIL

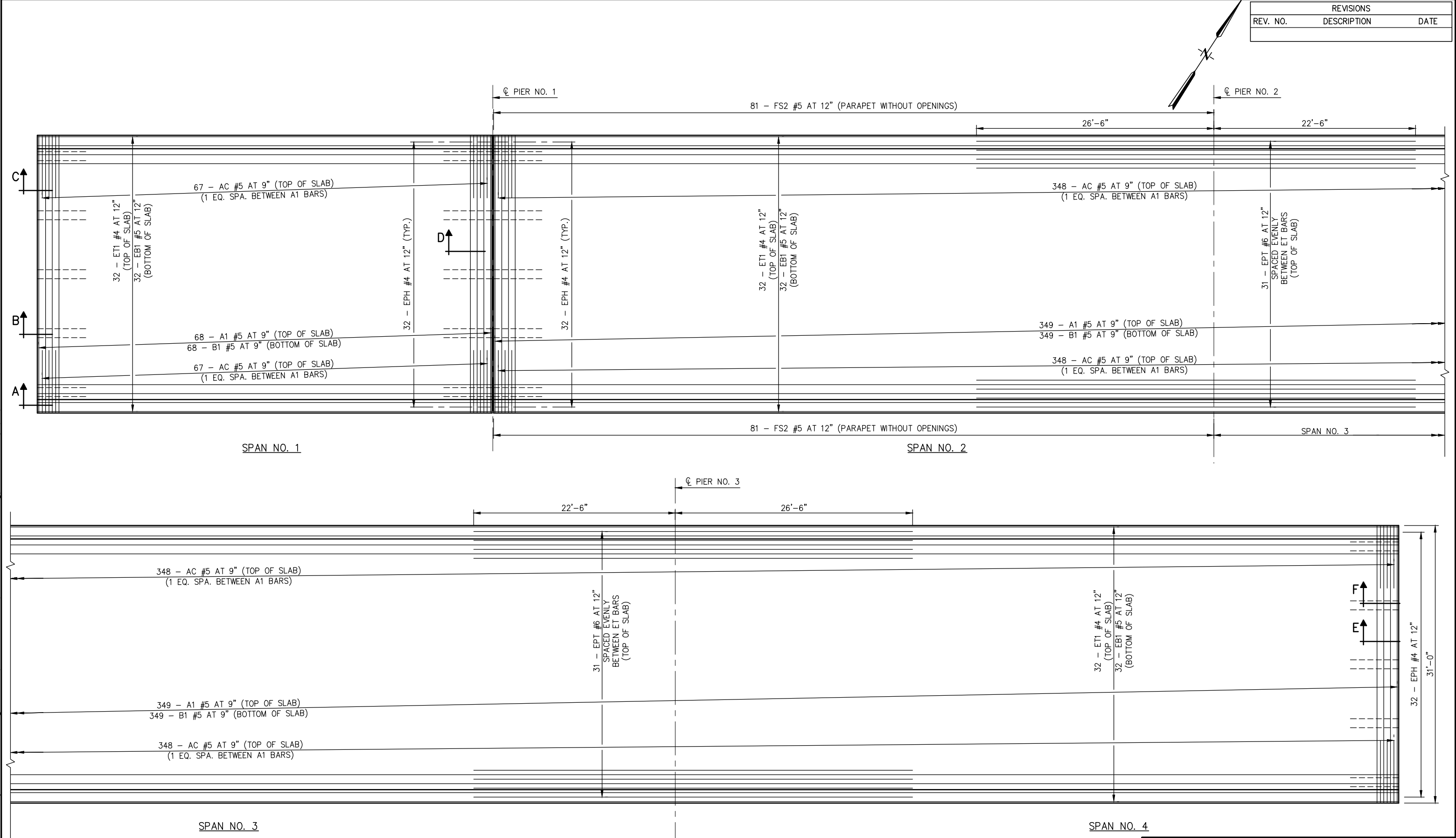
NOTE:
ALL COST FOR TRIMMING BEAM ENDS AT SPAN NO. 1 PIER NO. 1 TO BE INCLUDED IN PAY ITEM "REPAIR BRIDGE ITEM (TYPE A)".

DESIGN		WB TUXEDO BLVD. OVER CANEY RIVER WASHINGTON COUNTY BRIDGE "5"
DETAIL		
CHECK		
NEO DESIGN LLC		
CITY JOB NO. 2022061		SHEET NO. B005

DETAILS OF SUPERSTRUCTURE (SHEET NO. 2 OF 5)

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REVISIONS		
REV. NO.	DESCRIPTION	DATE



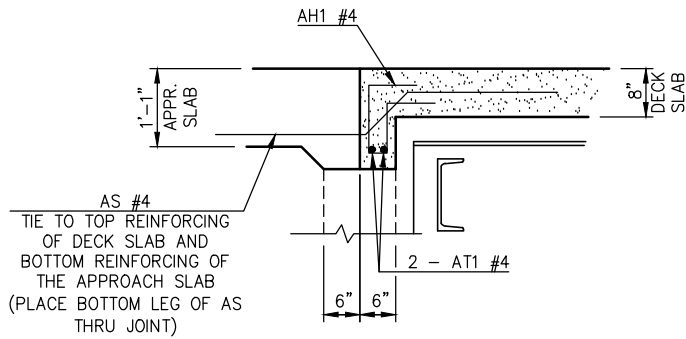
NOTES:
FOR ADDITIONAL TRANSVERSE BARS AT EXPANSION JOINTS
SEE "DETAILS OF SUPERSTRUCTURE (SHEET NO. 4 OF 5)".

FOR ADDITIONAL PARAPET REINFORCING DETAILS, SEE STD.
FSHP-42 AND "DETAILS OF SUPERSTRUCTURE (SHEET NO. 5
OF 5)".

DECK SLAB PLAN
(SHOWING TOP AND BOTTOM REINFORCING)

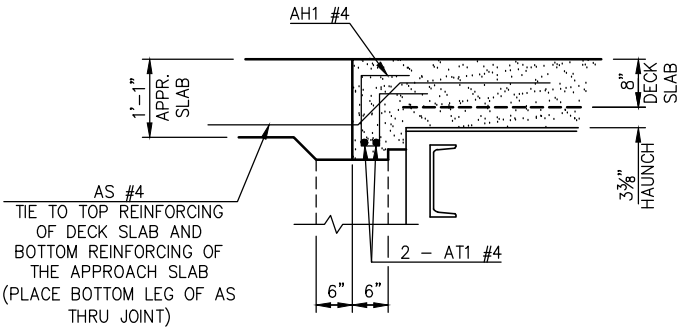
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DETAIL			BRIDGE "5"
CHECK			DETAILS OF SUPERSTRUCTURE (SHEET NO. 3 OF 5)
NEO DESIGN LLC			CITY JOB NO. 2022061
			SHEET NO. B006

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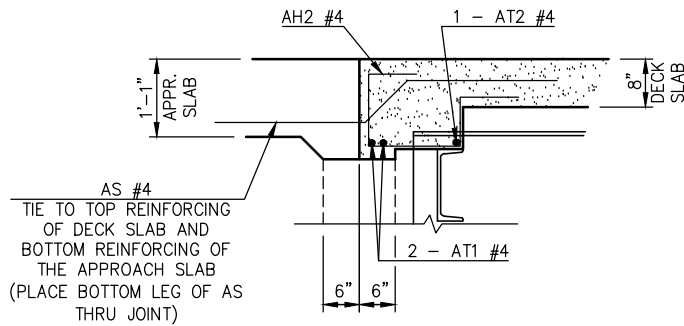
SECTION A

(TYPICAL AT OVERHANGS AND EXTERIOR BEAMS AT ABUTMENTS)
(ONLY ADDITIONAL DECK REINFORCING AT END DIAPHRAGMS SHOWN.
MAIN DECK REINFORCING NOT SHOWN FOR CLARITY.)



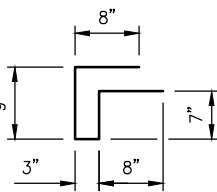
SECTION B

(TYPICAL AT INTERIOR BEAMS AT ABUTMENTS)
(ONLY ADDITIONAL DECK REINFORCING AT END DIAPHRAGMS SHOWN.
MAIN DECK REINFORCING NOT SHOWN FOR CLARITY.)

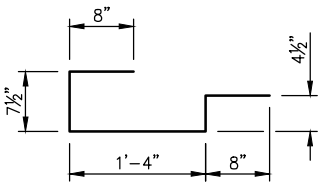


SECTION C

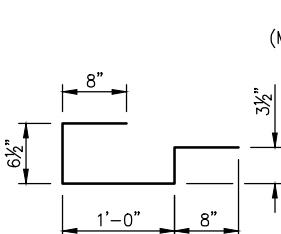
(TYPICAL BETWEEN BEAMS AT ABUTMENTS)
(ONLY ADDITIONAL DECK REINFORCING AT END DIAPHRAGMS SHOWN.
MAIN DECK REINFORCING NOT SHOWN FOR CLARITY.)



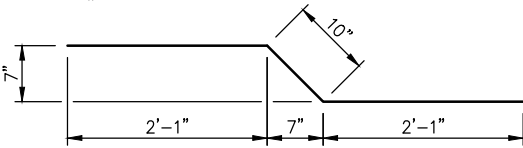
AH1 #4 X 2'-11"



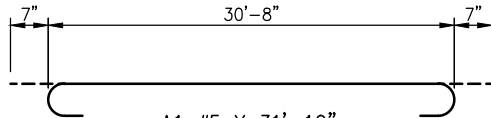
AH2 #4 X 3'-8"



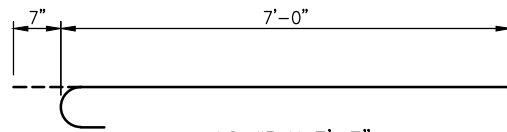
EPH #4 X 3'-2"



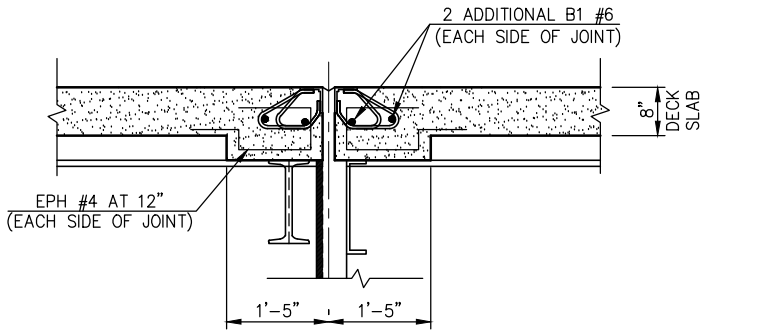
AS #4 X 5'-0"



A1 #5 X 31'-10"

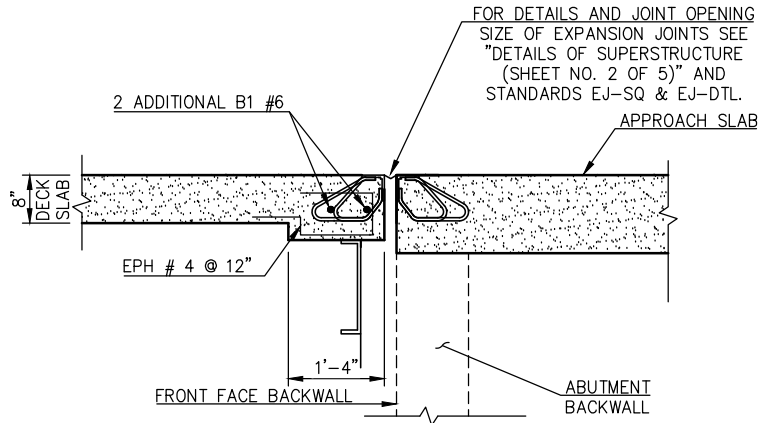


AC #5 X 7'-7"



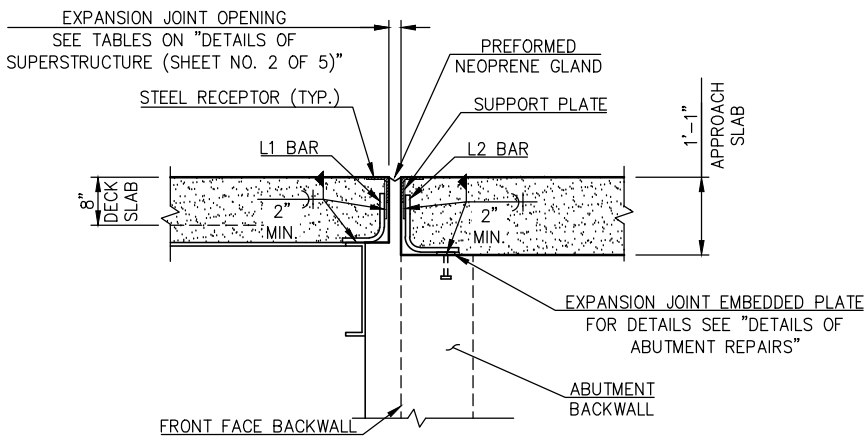
SECTION D

(TYPICAL AT EXPANSION PIER)
(ONLY ADDITIONAL DECK REINFORCING AT END DIAPHRAGMS SHOWN. MAIN
DECK REINFORCING AND DIAPHRAGM REINFORCING NOT SHOWN FOR CLARITY.)



SECTION E

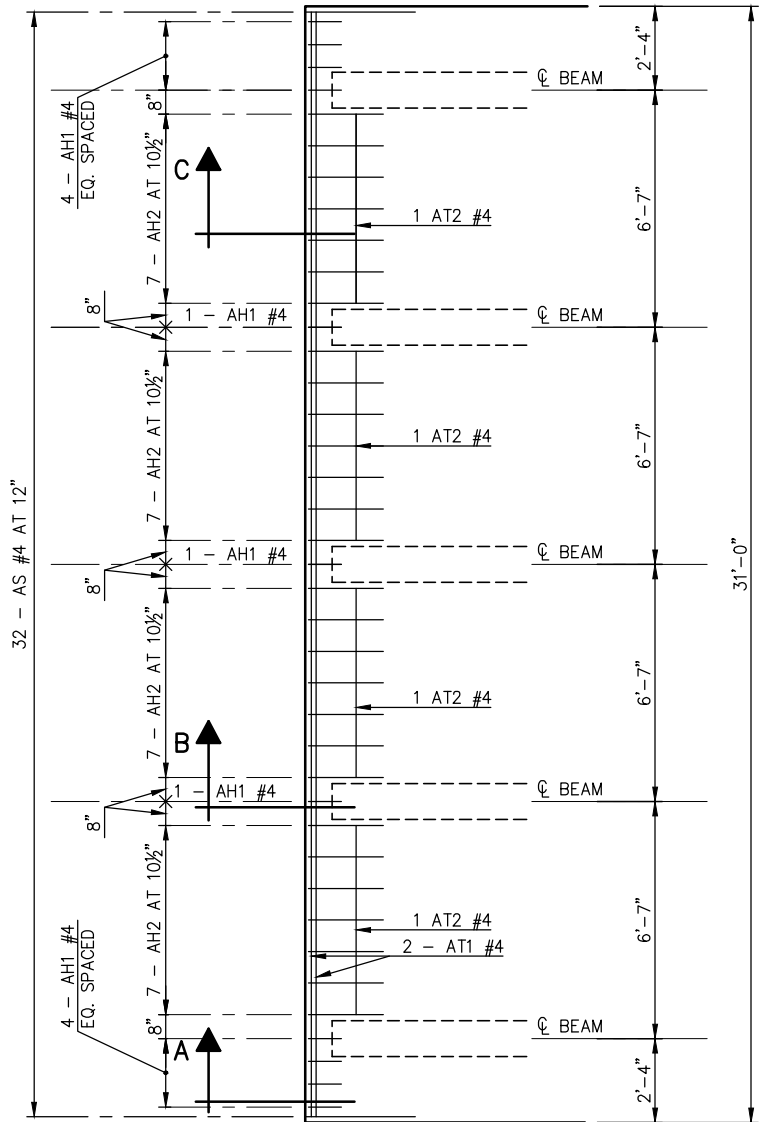
(TYPICAL BETWEEN BEAMS AND AT OVERHANGS AT ABUTMENTS)
(ONLY ADDITIONAL DECK REINFORCING AT END DIAPHRAGMS SHOWN. MAIN
DECK REINFORCING AND DIAPHRAGM REINFORCING NOT SHOWN FOR CLARITY.)



SECTION F

(TYPICAL AT BEAMS)
(MAIN DECK SLAB AND APPROACH SLAB
REINFORCING OMITTED FOR CLARITY.)

NOTE: APPROACH SLAB SHOWN
FOR INFORMATIONAL PURPOSES
ONLY. DO NOT POUR APPROACH
SLAB UNTIL AFTER THE BRIDGE
DECK IS COMPLETE.



ABUTMENT NO. 1

ADDITIONAL SLAB REINFORCING AT END DIAPHRAGM PLAN

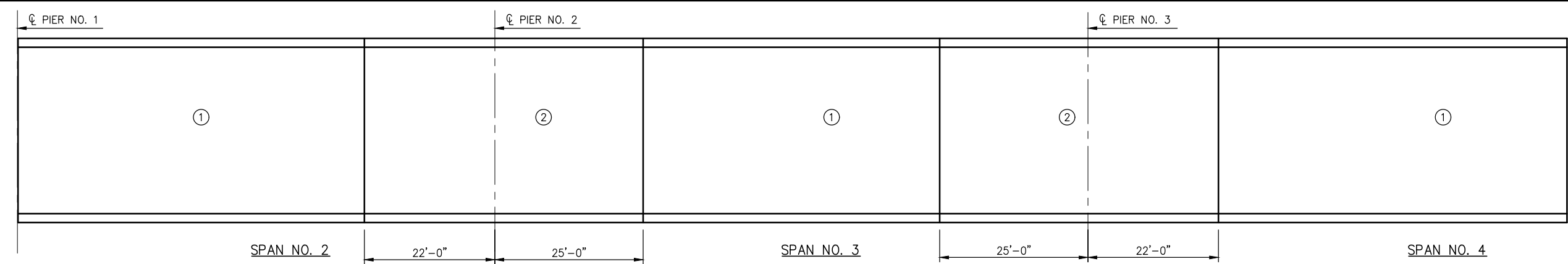
REVISIONS		
REV. NO.	DESCRIPTION	DATE

SUPERSTRUCTURE BAR LIST				
MARK	SIZE	NO.	FORM	LENGTH
EPOXY COATED REINFORCING				
A1	#5	417	BNT.	31'-10"
AC	#5	830	BNT.	7'-7"
AS	#4	32	BNT.	5'-0"
AH1	#4	11	BNT.	2'-11"
AH2	#4	28	BNT.	3'-8"
AT1	#4	2	STR.	30'-8"
AT2	#4	4	STR.	5'-5"
B1	#5	423	STR.	30'-8"
EB1	#5	32	STR.	50'-5"
EB2	#5	32	STR.	270'-10"
EPH	#5	96	BNT.	3'-2"
EPT	#6	62	STR.	49'-0"
ET1	#4	32	STR.	50'-5"
ET2	#4	32	STR.	268'-10"
FS2	#5	458	BNT.	7'-4"
L	#4	160	BNT.	1'-3"

- ① LENGTH INCLUDES FOUR 2'-6" LAPS, STAGGER LAPS
② LENGTH INCLUDES FOUR 2'-0" LAPS, STAGGER LAPS
③ FOR BAR BEND, SEE STD. FSHP-42-2

DESIGN		WB TUXEDO BLVD. OVER CANEY RIVER WASHINGTON COUNTY
DETAIL		BRIDGE "5"
CHECK		DETAIL OF SUPERSTRUCTURE
NEO DESIGN LLC		(SHEET NO. 4 OF 5)
CITY JOB NO. 2022061		SHEET NO. B007

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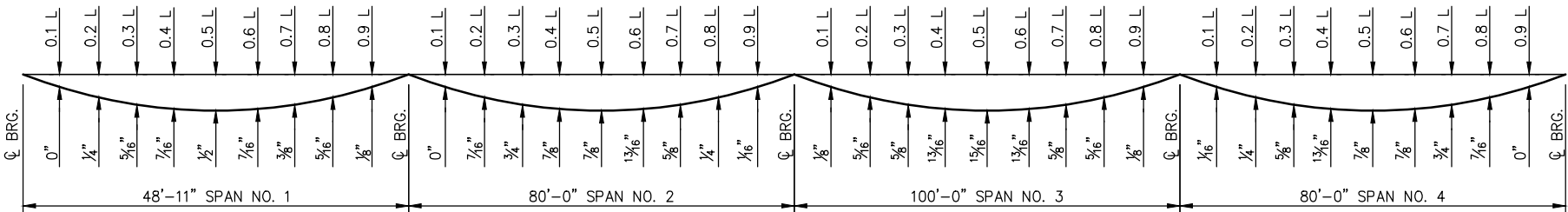
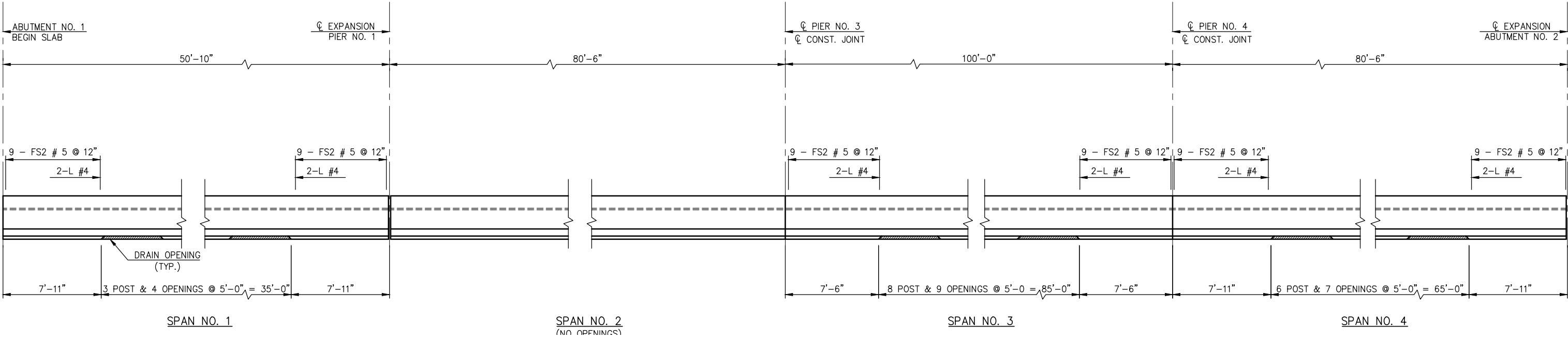


NOTE:
THE DECK SLAB IS DIVIDED INTO SECTIONS BETWEEN CONSTRUCTION JOINTS AS SHOWN. PLACE THE DECK SLAB CONCRETE OF EACH SECTION IN THE NUMERICAL SEQUENCE INDICATED. SECTIONS OF THE DECK SLAB WITH THE SAME NUMBER MAY BE PLACED IN ANY ORDER. SECTIONS IN SEQUENCE 2 MAY BE PLACED BEFORE ALL OF SEQUENCE 1 ARE COMPLETED IF SEQUENCE 1 AT THE COMMON CONSTRUCTION JOINT IS COMPLETE.

DECK POURING SEQUENCE
(CONTINUOUS SPAN NOS. 2-4)

DECK SLAB NOTES

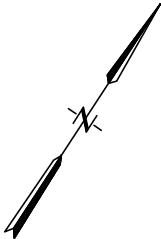
EPOXY-COAT OR GALVANIZE STEEL ITEMS USED TO FACILITATE CONSTRUCTION, SUCH AS DECK FORM HANGERS, TY-BAR CLIPS, INSERT WELD ANCHORS, OR OTHER APPURTENANCES, THAT WILL REMAIN IN PLACE IN THE DECK SLAB. EPOXY-COAT IN ACCORDANCE WITH AASHTO M284 OR GALVANIZE IN ACCORDANCE WITH AASHTO M111.
PLACE DECK SLAB CONCRETE ONE SECTION AT A TIME CONSISTENT WITH THE DECK SLAB POURING SEQUENCE DIAGRAM. IN THE EVENT OF AN EMERGENCY, HALT THE PLACEMENT OF CONCRETE BY FORMING A CONSTRUCTION JOINT MADE PERPENDICULAR TO THE DIRECTION OF TRAFFIC OR AS DIRECTED BY THE ENGINEER. DO NOT PLACE ANY HEAVY EQUIPMENT ON THE FINISHED DECK SLAB WITHIN 5' OF ANY CONSTRUCTION JOINT UNTIL CONCRETE IS IN PLACE ON BOTH SIDES OF THE RESPECTIVE JOINT AND AT LEAST 48 HOURS HAS ELAPSED SINCE CONCRETE PLACEMENT.
SEAL ALL DECK SLAB CONSTRUCTION JOINTS WITH HIGH MOLECULAR WEIGHT METHACRYLATE IN ACCORDANCE WITH SECTION 523 OF THE SPECIFICATIONS. INCLUDE ALL COST OF EQUIPMENT AND LABOR FOR THE INSTALLATION OF THE HIGH MOLECULAR WEIGHT METHACRYLATE SEALER IN THE CONTRCT UNIT PRICE OF "SEALER CRACK PREPARATION". INCLUDE ALL COST OF THE HIGH MOLECULAR WEIGHT METHACRYLATE SEALER IN THE CONTRACT UNIT PRICE OF "SEALER RESIN". THE DEPARTMENT WILL NOT MEASURE THE PREPARATION AND SEALER OF EMERGENCY CONSTRUCTION JOINTS FOR PAYMENT.



DEAD LOAD DEFLECTION DIAGRAM

① THE DEAD LOAD DEFLECTIONS SHOWN AT THE TENTH POINTS ARE THE DEFLECTIONS DUE TO DECK SLAB + HAUNCH + S.I.P. STEEL DECK FORM ALLOWANCE + CONCRETE PARAPET. IT DOES NOT INCLUDE THE BEAM WEIGHT, DIAPHRAGMS OR FUTURE WEARING SURFACE.

REVISIONS		
REV. NO.	DESCRIPTION	DATE

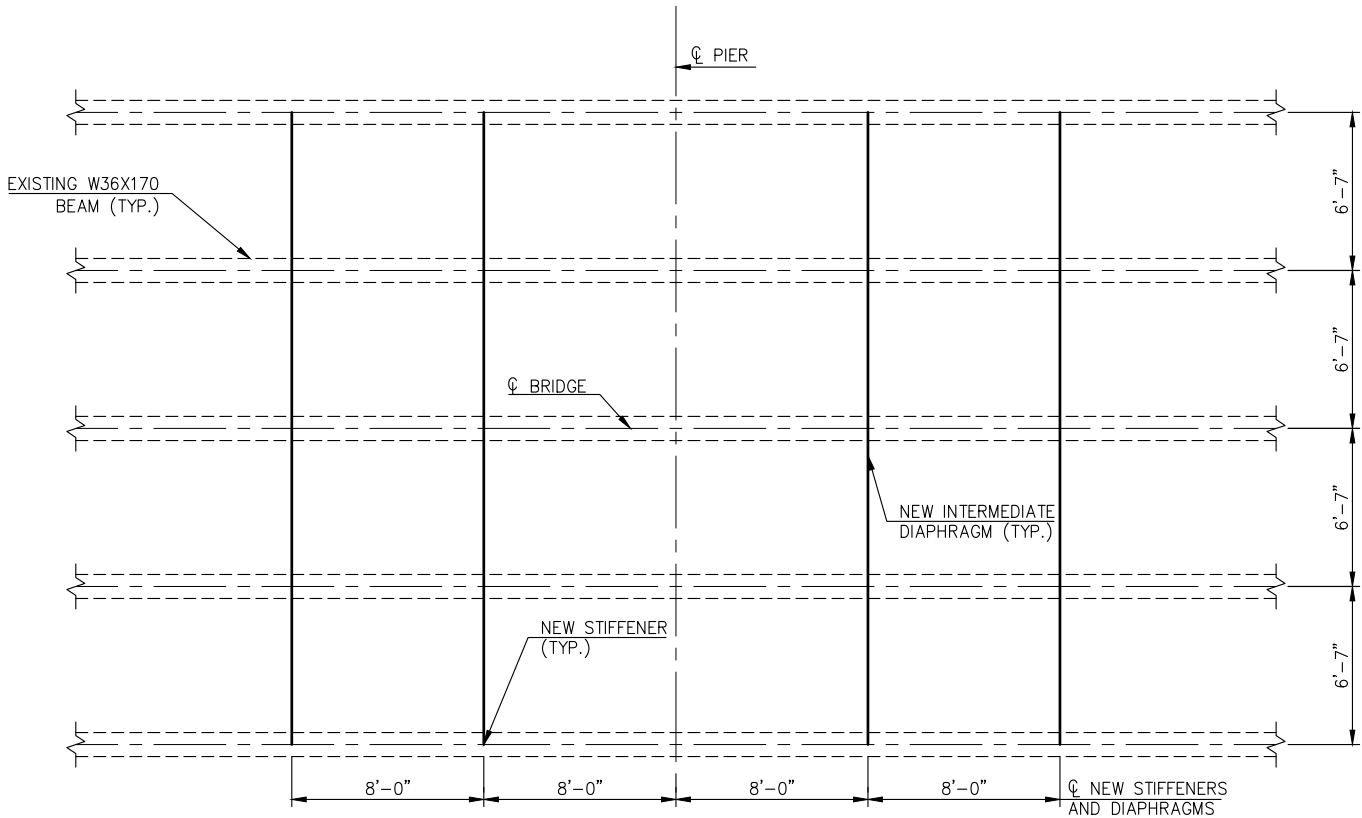


DESIGN		WB TUXEDO BLVD. OVER CANEY RIVER WASHINGTON COUNTY BRIDGE "5"
DETAIL		
CHECK		
NEO DESIGN LLC		
CITY JOB NO. 2022061		SHEET NO. B008

DETAIL OF SUPERSTRUCTURE
(SHEET NO. 5 OF 5)

N:\JOBS\Guy\NEO2229 City of Bartlesville Bridge Rehabs\14187 BRIDGE 5- DIAPHRAGMS.dwg, 11x17, 5/30/2023 10:33:43 AM

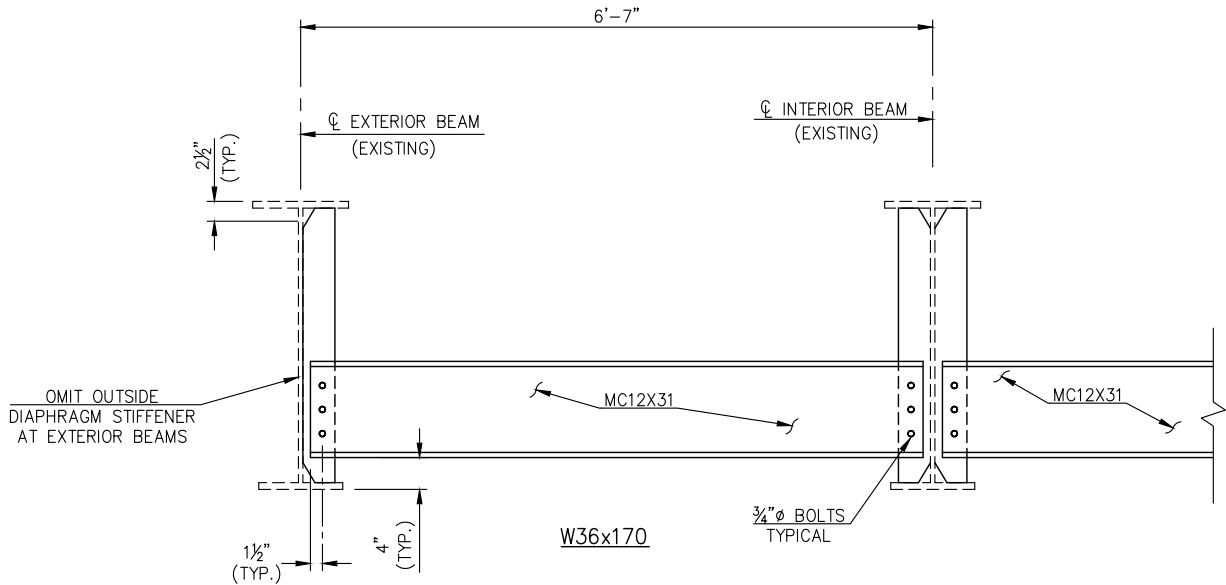
REVISIONS		
REV. NO.	DESCRIPTION	DATE



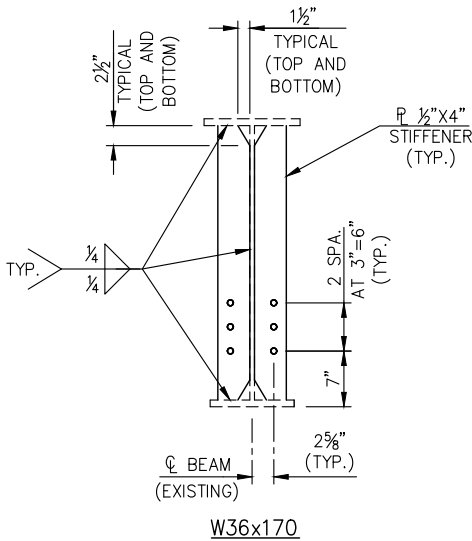
**PARTIAL PLAN
AT PIER NO. 2 & PIER NO. 3**

NOTES

1. PROVIDE STRUCTURAL STEEL FOR CHANNEL DIAPHRAGMS AND GUSSET PLATES IN ACCORDANCE WITH AASHTO M270 (ASTM A709), GRADE 50W (WEATHERING STEEL, CHARPY V-NOTCH TESTING NOT REQUIRED). USE BOLTS CONFORMING TO AASHTO M164 (ASTM A325). PROVIDE ALL BOLTS, NUTS, WASHERS AND WELDING WITH WEATHERING CHARACTERISTICS.
2. THE CONTRACTOR MAY SUBSTITUTE A BENT PLATE DIAPHRAGM IN LIEU OF THE CHANNEL SHOWN AT NO ADDITIONAL COST. PROVIDE 1/2" MINIMUM PLATE THICKNESS FORMED IN THE SHAPE OF THE CHANNEL WITH 4" MINIMUM FLANGES. FABRICATE BENT PLATE DIAPHRAGM TO A DEPTH EQUAL OR GREATER THAN THAT SHOWN FOR THE CHANNEL.
3. INSTALL NEW STIFFENERS AND DIAPHRAGMS AT THE GENERAL LOCATIONS SHOWN ON THIS PLAN. DIAPHRAGMS AND STIFFENERS SHALL BE PERPENDICULAR TO THE BEAM WEBS AND IN ALIGNMENT FROM BAY TO BAY. THE STIFFENER AND DIAPHRAGM LOCATIONS MAY BE ADJUSTED BY ±1' TO AVOID EXISTING DETAILING.
4. ALL COSTS ASSOCIATED WITH THE INSTALLATION OF THE STIFFENERS AND DIAPHRAGMS INCLUDING STRUCTURAL STEEL PLATES AND SHAPES, HIGH STRENGTH BOLTS, NUTS, WASHERS, FABRICATION, WELDING, MOBILIZATION, LABOR, EQUIPMENT, AND INCIDENTALS SHALL BE INCLUDED IN THE PRICE BID PER POUND OF "STRUCTURAL STEEL".



INTERMEDIATE DIAPHRAGM ELEVATION



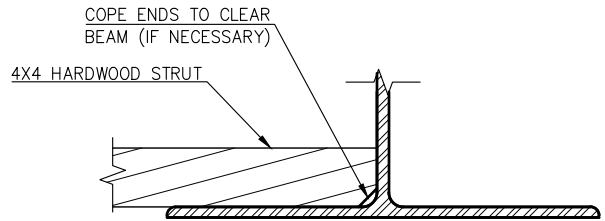
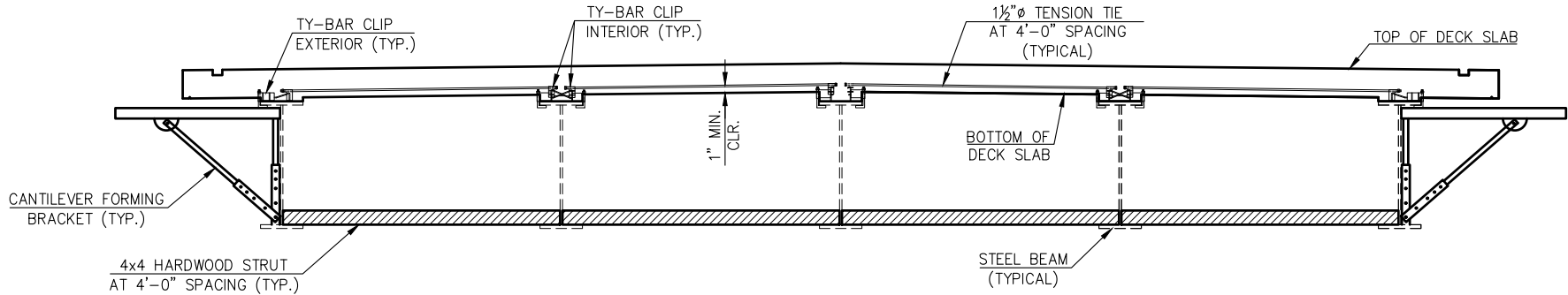
INTERMEDIATE DIAPHRAGM STIFFENER DETAIL

OMIT INTERMEDIATE DIAPHRAGM STIFFENERS AT OUTSIDE FACE OF EXTERIOR BEAMS

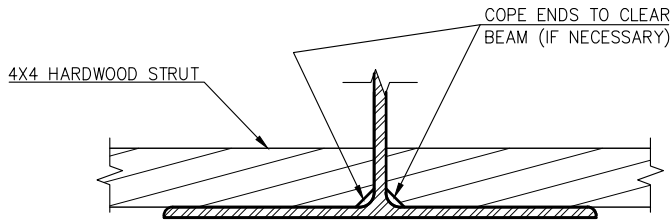
DESIGN			WB TUXEDO BLVD. OVER CANEY RIVER WASHINGTON COUNTY BRIDGE "5"
DETAIL			
CHECK			
NEO DESIGN LLC			
			DETAILS OF DIAPHRAGMS
CITY JOB NO. 2022061			SHEET NO. B009

DETAILS OF DIAPHRAGMS

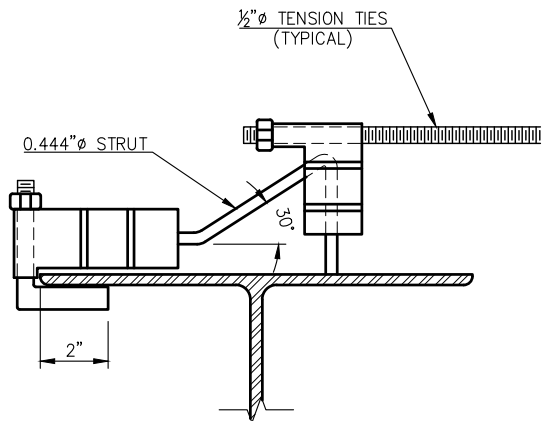
N:\JOBS\Guy\NEO2229 City of Bartlesville Bridge Repairs\14187 BRIDGE 5 - BRACING.dwg, BRACING, 5/30/2023 10:34:11 AM



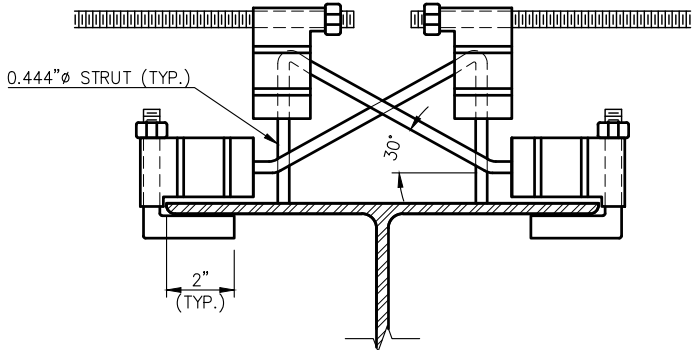
EXTERIOR



INTERIOR
HARDWOOD STRUT DETAIL



EXTERIOR
TY-BAR CLIP DETAIL
(EPOXY COATED)



INTERIOR
TY-BAR CLIP DETAIL
(EPOXY COATED)

BRACING NOTES:

SUBMIT DRAWINGS OF THE BRACING SYSTEM TO THE BRIDGE ENGINEER FOR APPROVAL. BRACING SYSTEMS OTHER THAN THAT SHOWN MAY BE USED IF DESIGN CALCULATIONS AND DRAWINGS OF THE PROPOSED BRACING SYSTEM ARE SUBMITTED TO AND APPROVED BY THE BRIDGE ENGINEER. DRAWINGS AND CALCULATIONS OF THE PROPOSED SYSTEM SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF OKLAHOMA. DO NOT PLACE DECK SLAB CONCRETE UNTIL BRACING SYSTEM IS APPROVED. THE DEPARTMENT CONSIDERS ALL COST FOR BRACING TO BE INCLUDED IN OTHER ITEMS OF WORK.

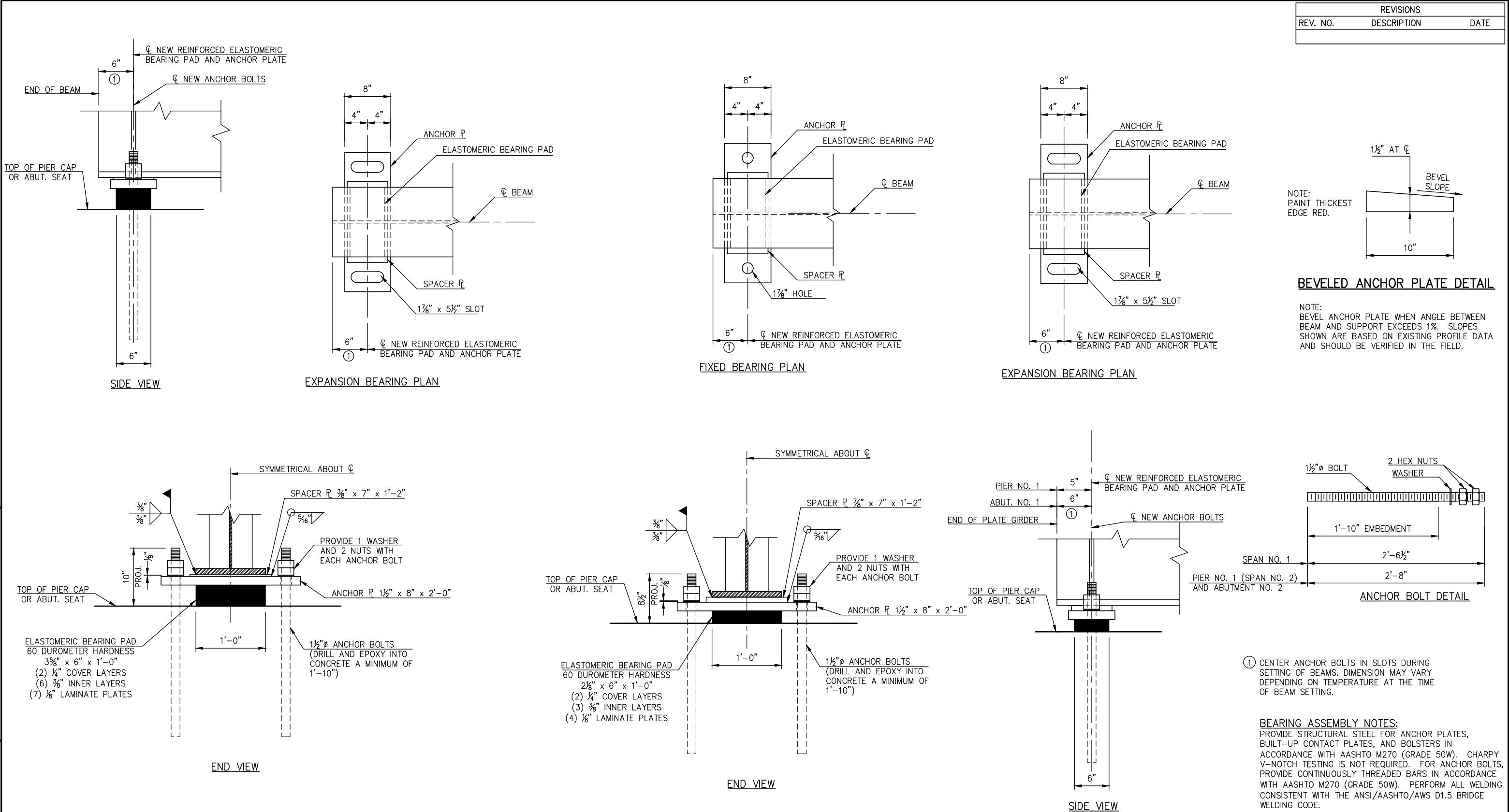
USE ADJUSTABLE CANTILEVER FORMING BRACKETS AT EXTERIOR BEAMS CAPABLE OF BEING ADJUSTED DURING THE PLACEMENT OF DECK SLAB CONCRETE IN ORDER TO MAINTAIN PROPER GRADES AT THE DECK SLAB OVERHANG. IF SHIMS ARE TO BE USED TO ADJUST THE FORMING BRACKETS, PROVIDE THE BRIDGE ENGINEER A METHOD TO PREDICT CRUSH AND SETTLEMENT OF SHIMS. BEAR THE LEG BRACE OF THE BRACKETS ON THE BEAM WEB WITHIN 6 INCHES OF THE BOTTOM FLANGE.

USE #4 EPOXY COATED REINFORCING STEEL WITH THREADED ENDS OR GALVANIZED ALL THREAD FOR TENSION TIES. PLACE TENSION TIES PERPENDICULAR TO THE BEAMS. ATTACH TENSION TIES TO THE TOP FLANGE OF THE BEAMS WITH TY-BAR CLIPS AS SHOWN. DO NOT WELD TY-BAR CLIPS TO THE TOP FLANGE OF THE BEAMS.

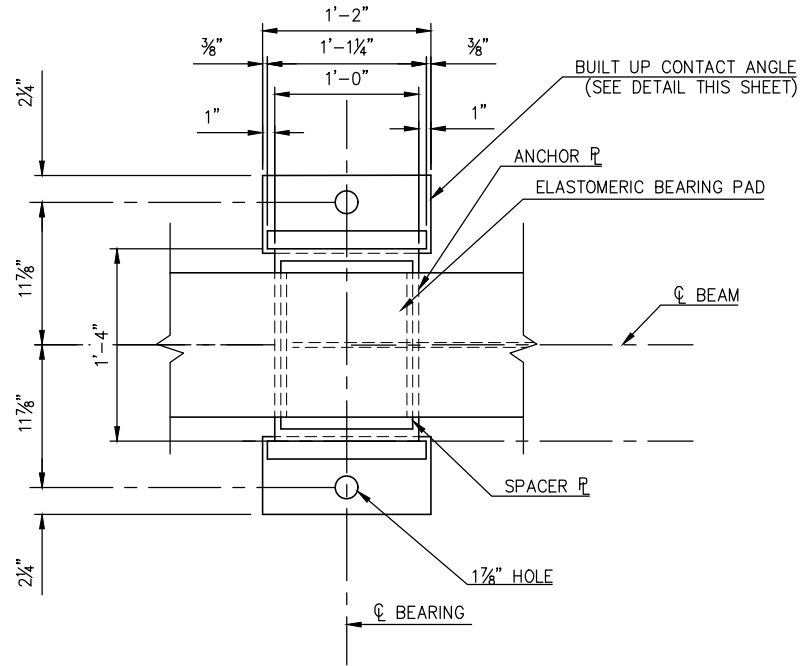
WEDGE HARDWOOD STRUTS, OR ANOTHER MATERIAL OF AN EQUIVALENT STRENGTH, BETWEEN BEAM WEBS WITHIN 6" OF THE BOTTOM FLANGE AT EACH TENSION TIE LOCATION.

DESIGN			WB TUXEDO BLVD. OVER CANEY RIVER WASHINGTON COUNTY BRIDGE "5"
DETAIL			
CHECK			
NEO DESIGN LLC			
			DETAILS OF STEEL BEAM BRACING
CITY JOB NO. 2022061			SHEET NO. B010

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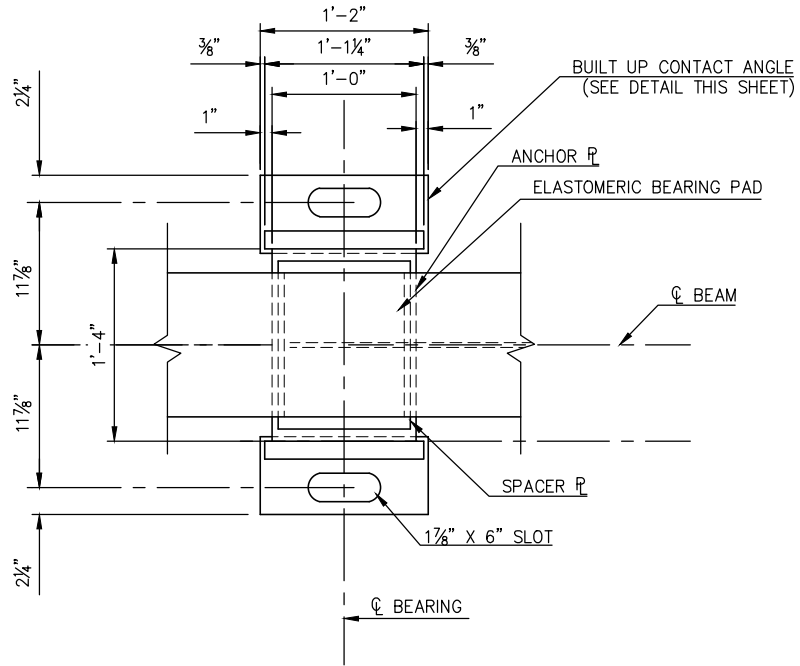


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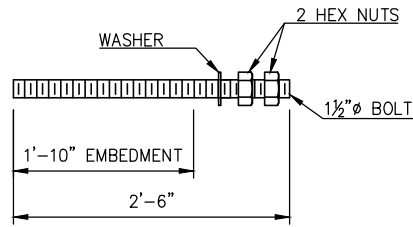


FIXED BEARING PLAN

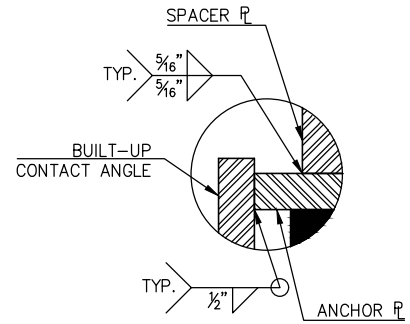
① CENTER ANCHOR BOLTS IN SLOTS DURING SETTING OF BEAMS. DIMENSION MAY VARY DEPENDING ON TEMPERATURE AT THE TIME OF BEAM SETTING.



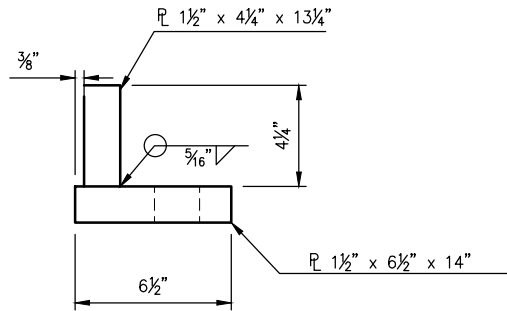
EXPANSION BEARING PLAN



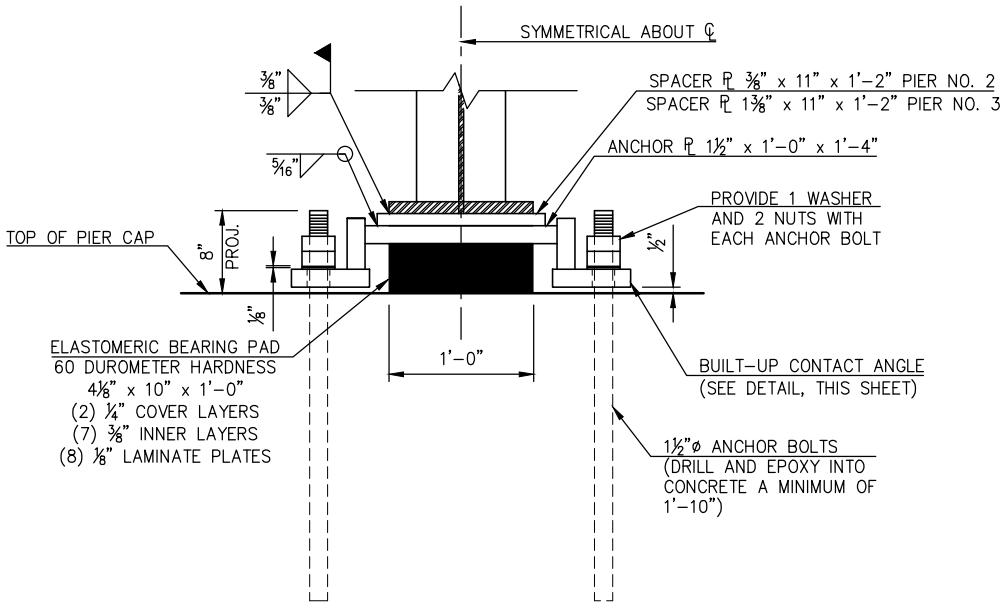
ANCHOR BOLT DETAIL



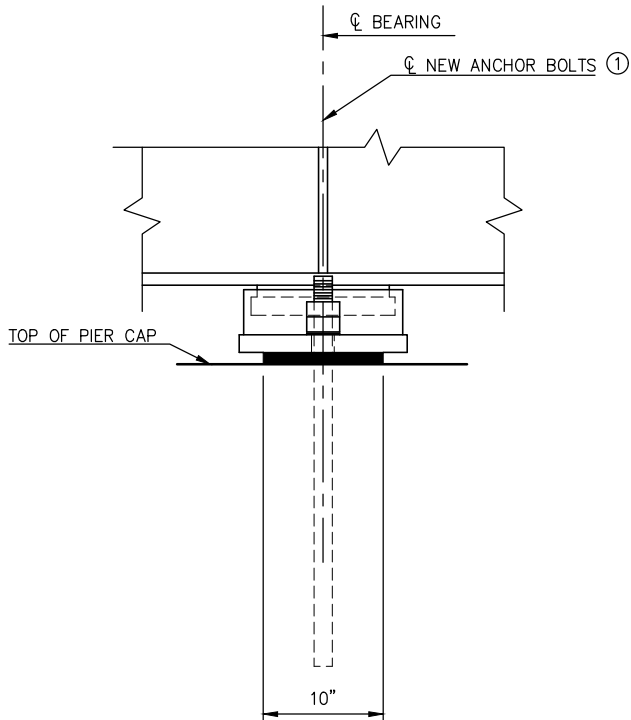
DETAIL A



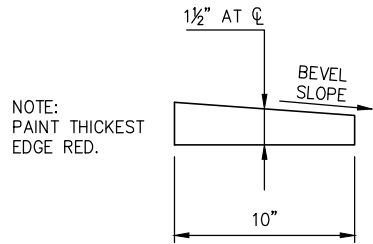
BUILT-UP CONTACT ANGLE DETAIL



END VIEW



SIDE VIEW



BEVELED ANCHOR PLATE DETAIL

NOTE: BEVEL ANCHOR PLATE WHEN ANGLE BETWEEN BEAM AND SUPPORT EXCEEDS 1%. SLOPES SHOWN ARE BASED ON EXISTING PROFILE DATA AND SHOULD BE VERIFIED IN THE FIELD.

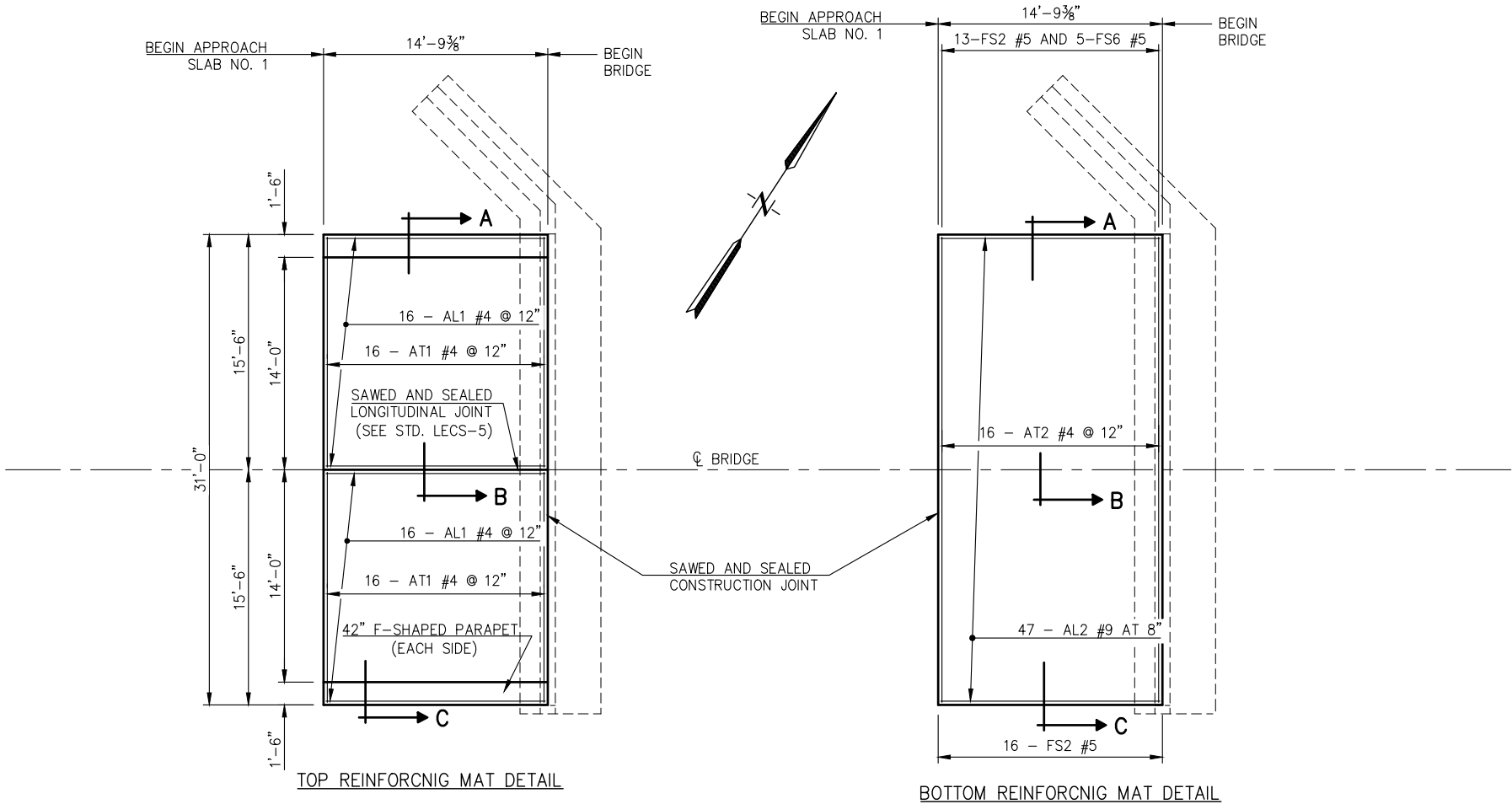
BEARING DETAILS – PIER NOS. 2 AND 3

DESIGN		WB TUXEDO BLVD. OVER CANEY RIVER WASHINGTON COUNTY
DETAIL		BRIDGE "5"
CHECK		DETAILS OF BEARING ASSEMBLIES (SHEET NO. 2 OF 2)
NEO DESIGN LLC	CITY JOB NO. 2022061	SHEET NO. B012

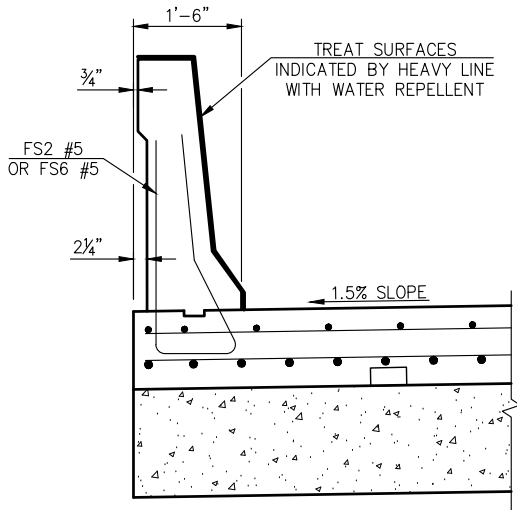
N:\JOBS\Guy\NEO2229 City of Bartlesville Bridge Repahs\14187 BRIDGE 5 - APPROACH.dwg, APPROACH, 5/30/2023 10:38:08 AM

REVISIONS		
REV. NO.	DESCRIPTION	DATE

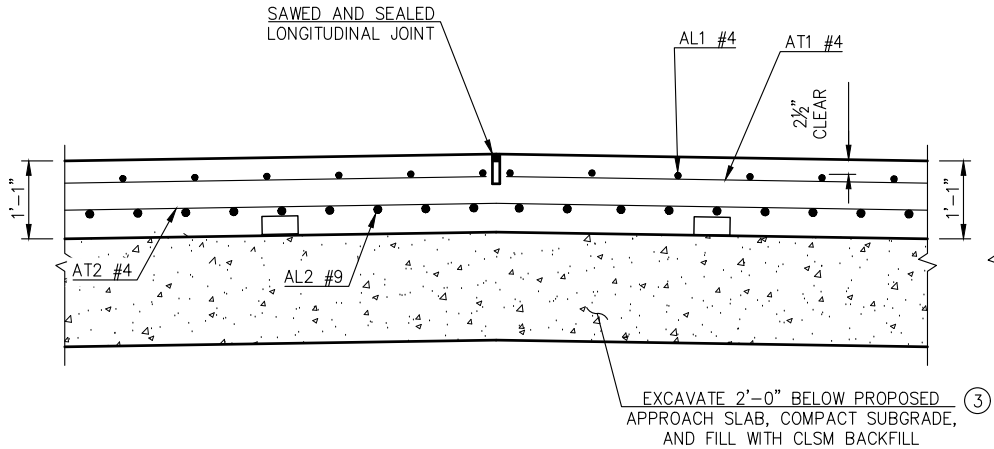
① SEE STD. FSHP-42-2 FOR LOCATIONS OF FS2 AND FS6 BARS.



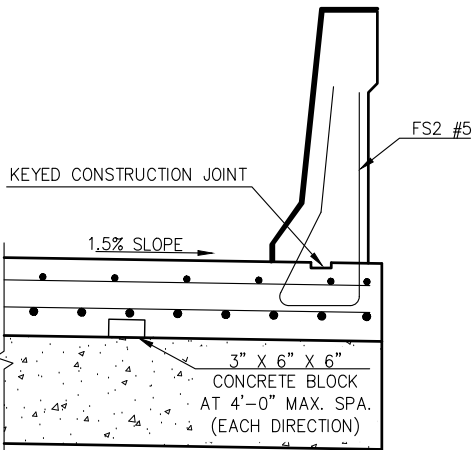
APPROACH SLAB NO. 1



SECTION A



SECTION B

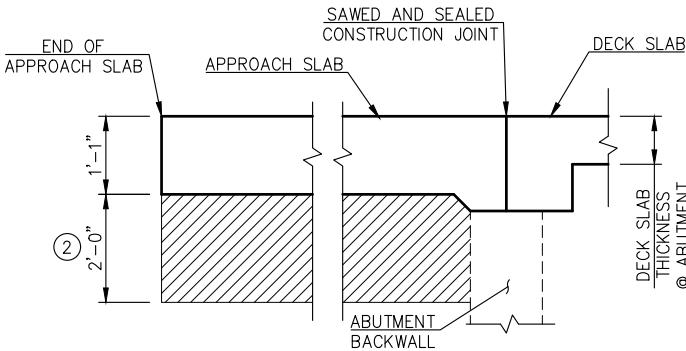


SECTION C

APPROACH SLAB NO. 1 BAR LIST				
MARK	SIZE	NO.	FORM	LENGTH
EPOXY COATED REINFORCING				
AL1	#4	32	STR.	14'-6"
AL2	#9	47	STR.	14'-6"
AT1	#4	32	STR.	15'-2"
AT2	#4	16	STR.	30'-8"
FS2	#5	29	BNT.	7'-4"
FS6	#5	5	BNT.	7'-6 1/2"

NOTE:
FOR FS2 & FS6 BAR BEND, SEE STD. FSHP-42-2.

NOTES:
FOR ADDITIONAL DETAILS OF APPROACH SLAB AT ABUTMENT, SEE "DETAILS OF SUPERSTRUCTURE - (SHEET NO. 4 OF 5)".
PLACE REINFORCING IN THE TOP OF THE APPROACH SLAB 2" FROM EITHER SIDE OF THE SAWED AND SEALED LONGITUDINAL JOINT. FOR ADDITIONAL DETAILS OF LONGITUDINAL JOINT, SEE STD. LECS-4.
FOR ADDITIONAL DETAILS OF 42" F-SHAPED PARAPET, SEE STD. FSHP-42-2.



APPROACH SLAB NO.1 LONGITUDINAL SECTION

② EXCAVATE 2'-0" BELOW THE BOTTOM OF THE PROPOSED APPROACH SLAB. COMPACT THE SUBGRADE TO THE SATISFACTION OF THE ENGINEER. PLACE CLSM BACKFILL TO BOTTOM OF PROPOSED APPROACH SLAB.

③ ALL COSTS OF PLACING CLSM BACKFILL INCLUDING EXCAVATION, COMPACTION OF SUBGRADE, LABOR, EQUIPMENT, MATERIAL AND INCIDENTALS NECESSARY TO COMPLETE THE WORK AS SHOWN SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE PER CUBIC YARD OF "CLSM BACKFILL" FOR EACH BRIDGE.

DESIGN		WB TUXEDO BLVD. OVER CANEY RIVER	WASHINGTON COUNTY
DETAIL		BRIDGE "5"	
CHECK		DETAILS OF APPROACH SLABS	
NEO DESIGN LLC		(SHEET NO. 1 OF 2)	
		CITY JOB NO. 2022061	SHEET NO. B013

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APPROACH SLAB QUANTITIES

ITEM	UNIT	APPROACH SLAB NO. 1	APPROACH SLAB NO. 2
CLSM BACKFILL	C.Y.	33.90	36.50
APPROACH SLAB	S.Y.	50.90	54.70
SAW-CUT GROOVING	S.Y.	46.00	49.40
42" F-SHAPED PARAPET	L.F.	29.60	31.80
WATER REPELLENT (VISUALLY INSPECTED)	S.Y.	14.80	15.90

- THE CITY CONSIDERS THE COST OF CONCRETE, EPOXY COATED REINFORCING STEEL (INCLUDING FS2 AND FS6 BARS), BACKER ROD, RAPID CURE JOINT SEALANT, POLYSTYRENE, AND POLYETHYLENE SHEETING TO BE INCLUDED IN THE CONTRACT UNIT PRICE OF "APPROACH SLAB" FOR EACH BRIDGE.
- THERE IS AN ESTIMATED TOTAL OF 16.7 CUBIC YARDS OF CLASS AA CONCRETE AND AN ESTIMATED TOTAL OF 3540 POUNDS OF EPOXY COATED REINFORCING STEEL IN APPROACH SLAB NO. 1. THERE IS AN ESTIMATED TOTAL OF 17.9 CUBIC YARDS OF CLASS AA CONCRETE AND AN ESTIMATED TOTAL OF 3805 POUNDS OF EPOXY COATED REINFORCING STEEL IN APPROACH SLAB NO. 2.
- ALL COSTS OF PLACING CLSM BACKFILL INCLUDING EXCAVATION, COMPACTION OF SUBGRADE, LABOR, EQUIPMENT, MATERIAL AND INCIDENTALS NECESSARY TO COMPLETE THE WORK AS SHOWN SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE PER CUBIC YARD OF "CLSM BACKFILL" FOR EACH BRIDGE.

NOTES:

FOR ADDITIONAL DETAILS OF APPROACH SLAB AT ABUTMENT, SEE "DETAILS OF SUPERSTRUCTURE - (SHEET NO. 4 OF 5)".

PLACE REINFORCING IN THE TOP OF THE APPROACH SLAB 2" FROM EITHER SIDE OF THE SAWED AND SEALED LONGITUDINAL JOINT. FOR ADDITIONAL DETAILS OF LONGITUDINAL JOINT, SEE STD. LECS-4.

FOR ADDITIONAL DETAILS OF 42" F-SHAPED PARAPET, SEE STD. FSHP-42-2.

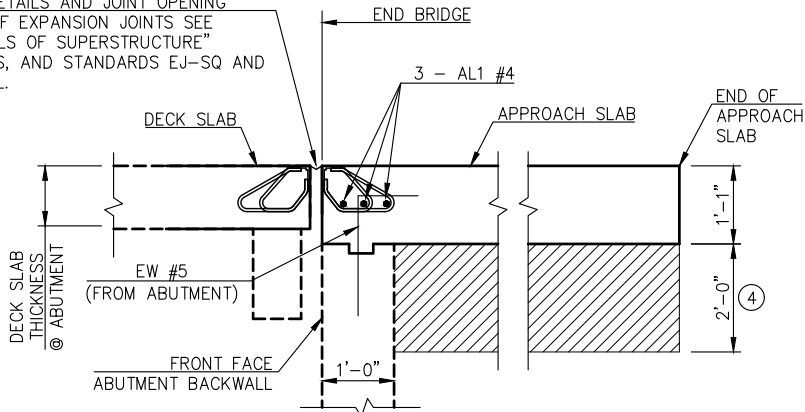
APPROACH SLAB NO. 2 BAR LIST

MARK	SIZE	NO.	FORM	LENGTH
EPOXY COATED REINFORCING				
AL1	#4	35	STR.	15'-7"
AL2	#9	47	STR.	15'-7"
AT1	#4	34	STR.	15'-2"
AT2	#4	17	STR.	30'-8"
FS2	#5	32	BNT.	7'-4"
FS6	#5	5	BNT.	7'-6½"

NOTE:

FOR FS2 & FS6 BAR BEND, SEE STD. FSHP-42-2.

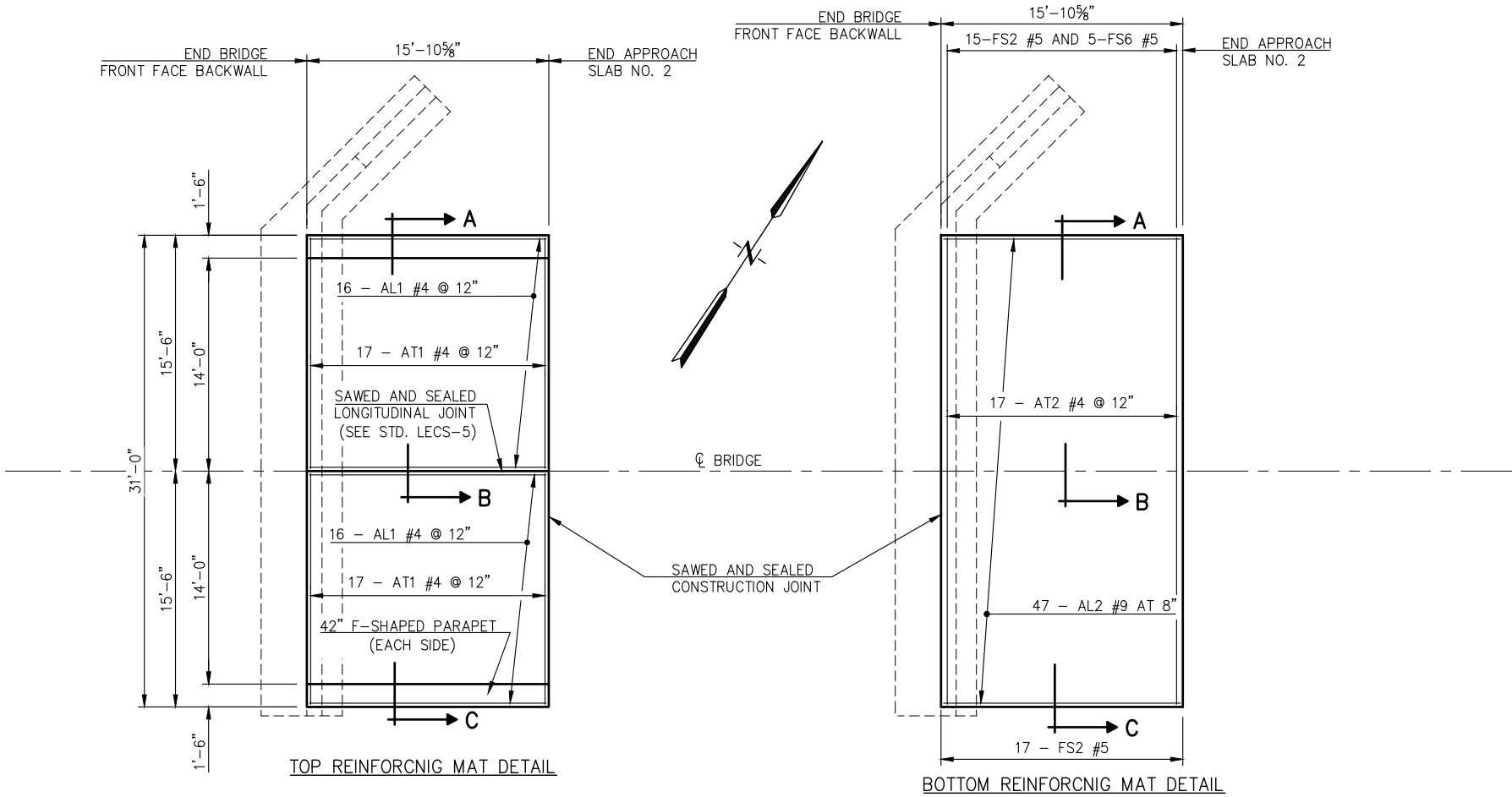
FOR DETAILS AND JOINT OPENING SIZE OF EXPANSION JOINTS SEE "DETAILS OF SUPERSTRUCTURE" SHEETS, AND STANDARDS EJ-SQ AND EJ-DTL.



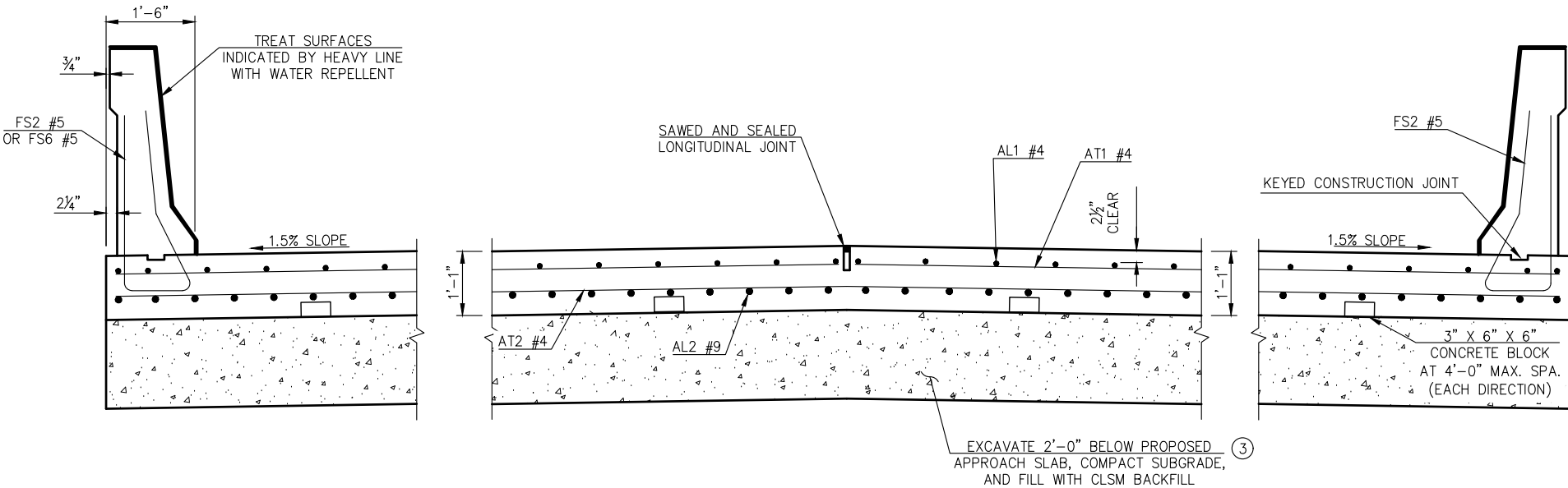
APPROACH SLAB NO. 2 LONGITUDINAL SECTION

(ADDITIONAL REINFORCING AT JOINT SHOWN. MAIN DECK SLAB AND APPROACH SLAB REINFORCING OMITTED FOR CLARITY.)

- EXCAVATE 2'-0" BELOW THE BOTTOM OF THE PROPOSED APPROACH SLAB. COMPACT THE SUBGRADE TO THE SATISFACTION OF THE ENGINEER. PLACE CLSM BACKFILL TO BOTTOM OF PROPOSED APPROACH SLAB.



APPROACH SLAB NO. 2



DESIGN		WB TUXEDO BLVD. OVER CANEY RIVER	WASHINGTON COUNTY
DETAIL		BRIDGE "5"	
CHECK			
NEO DESIGN LLC			

DETAILS OF APPROACH SLABS
(SHEET NO. 2 OF 2)

CITY JOB NO. 2022061

SHEET NO. B014

N:\JOBS\Guy\NEO2229 City of Bartlesville Bridge Rehabs\21121 BRIDGE 6 - GPE.dwg, GPE1_9/11/2024 1:15:06 PM

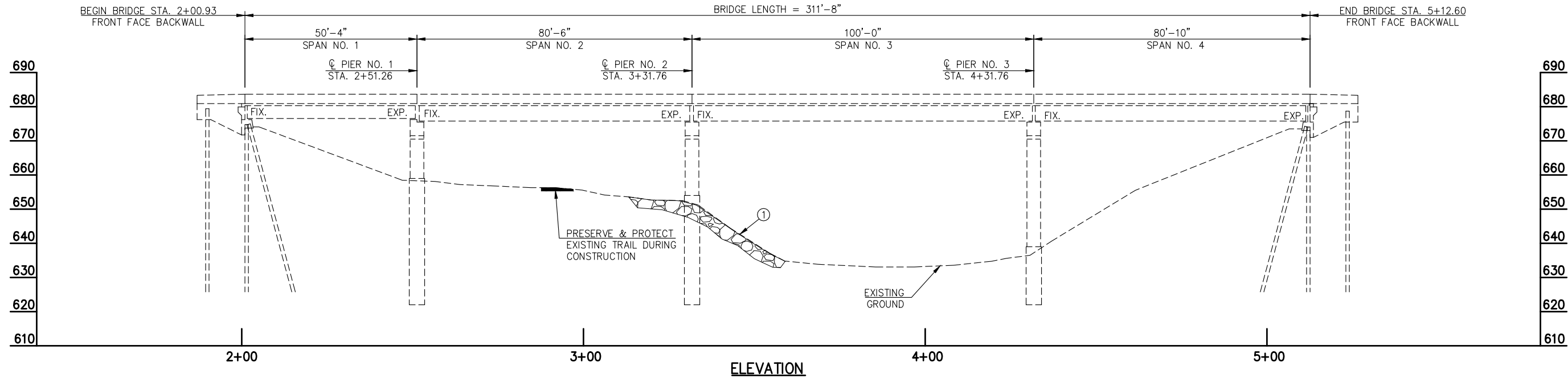
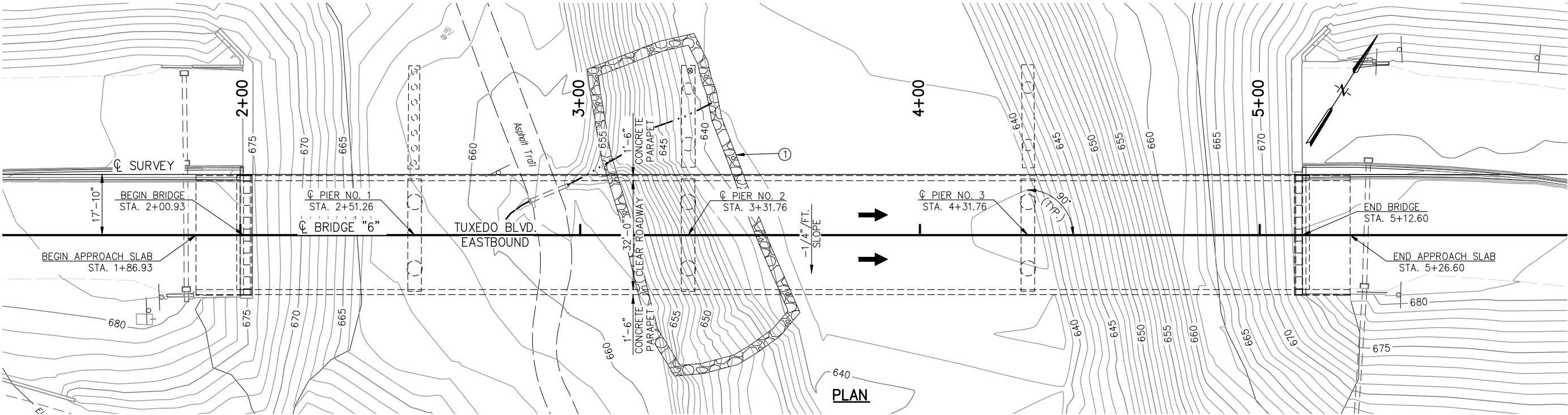
INDEX OF SHEETS

SHEET NO.

TITLE

AB01-AB02	GENERAL NOTES AND SUMMARY OF PAY QUANTITIES (BRIDGE)
B015	GENERAL PLAN AND ELEVATION
B016	TYPICAL SECTION

REVISIONS		
REV. NO.	DESCRIPTION	DATE



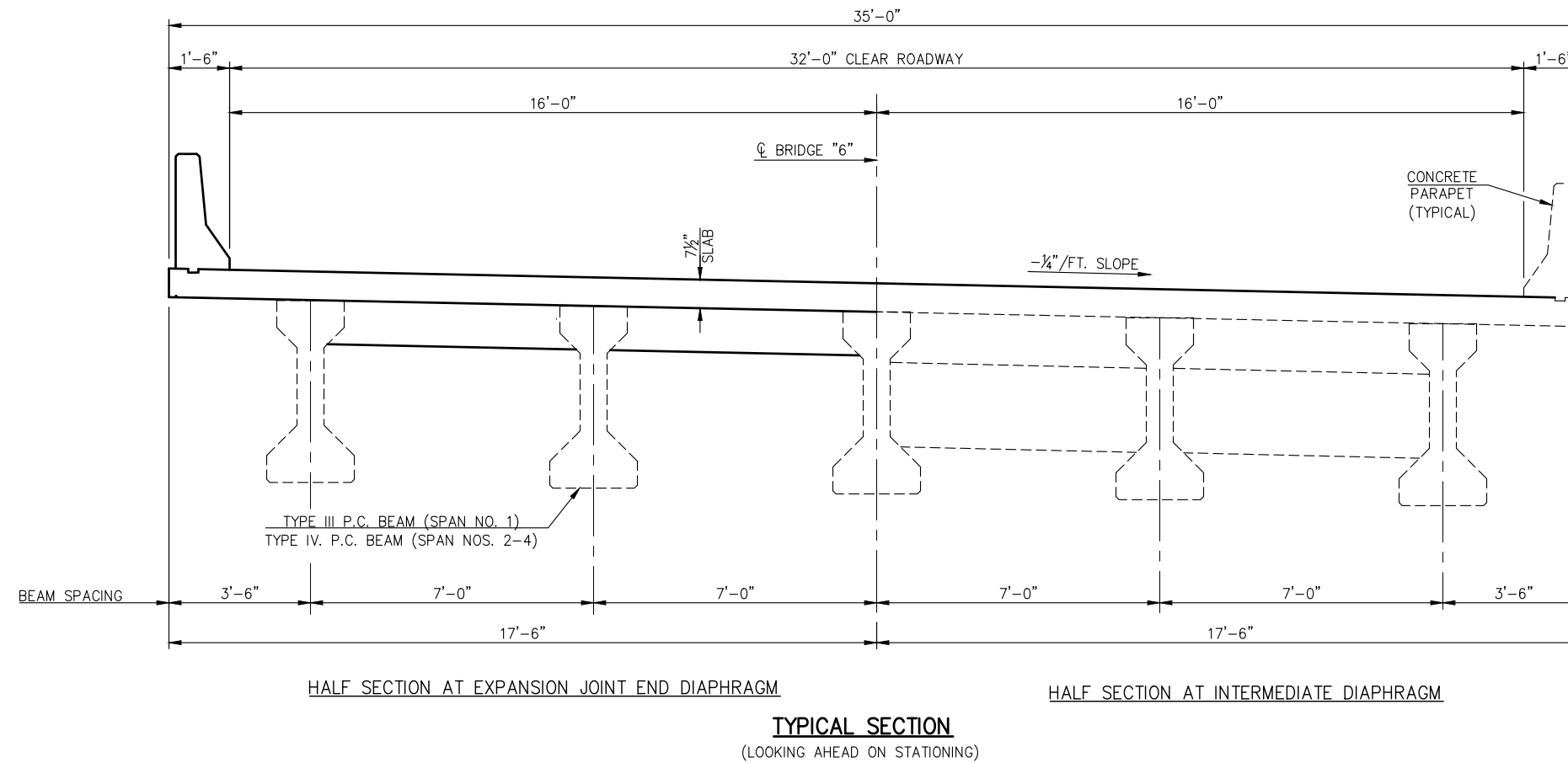
① RESHAPE SOUTH RIVER BANK. APPLY FILTER BLANKET AND RIPRAP.

ALL STATIONING AND ELEVATIONS ARE ALONG ϕ SURVEY LINE.

ALIGNMENT, STATIONING, AND EXISTING GRADE DATA ARE TAKEN FROM RECORD DRAWINGS DATED 1984, AND ARE FOR INFORMATIONAL PURPOSES ONLY.

DESIGN		EB TUXEDO BLVD. OVER CANEY RIVER	WASHINGTON COUNTY
DETAIL		BRIDGE "6"	
CHECK		GENERAL PLAN AND ELEVATION	
NEO DESIGN LLC		CITY JOB NO. 2022061	SHEET NO. B015

REVISIONS		
REV. NO.	DESCRIPTION	DATE



DESIGN			EB TUXEDO BLVD. OVER CANEY RIVER	WASHINGTON COUNTY
DETAIL			BRIDGE "6"	
CHECK			TYPICAL SECTION	
NEO DESIGN LLC				
			CITY JOB NO. 2022061	SHEET NO. B016

Wednesday, May 10, 2023 9:08 AM
V:\F 22-1425E BR 5 6 & 9 Coney River - Rehabs, Bartlesville\1425E CIV3D\F PLANS

STORM WATER MANAGEMENT PLAN

CITY OF BARTLESVILLE		
DESCRIPTION	REVISIONS	DATE

SITE DESCRIPTION

PROJECT LIMITS: TUXEDO BLVD. OVER CANEY RIVER, 1.2 MILES WEST OF US-75 AND 0.5 MILES NORTH OF US-60 IN THE CITY OF BARTLESVILLE.

PROJECT DESCRIPTION; REHABILITATE BRIDGES 5, 6 AND 9 AND CORRESPONDING APPROACH SLABS. REPLACE BROKEN CONCRETE PANELS AND SEAL CRACKED PANELS APPROACHING BRIDGES. REPLACE APPROACH GUARDRAIL AND ADD CONCRETE GUARDRAIL WIDEN SECTION.

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, REPLACE SALVAGED TOPSOIL AND REMOVE 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 MAJOR SOIL DISTURBANCE ACTIVITIES, AND ALSO THE DATES OF INSTALLATION OF EROSION CONTROL MEASURES.

SOIL TYPE: VERDIGRIS CLAY LOAM

TOTAL AREA OF THE CONSTRUCTION SITE: 3.49 ACRES (151,983 SF)

ESTIMATED AREA TO BE DISTURBED: 0.85 ACRES (36,873 SF)

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

TOTAL IMPERVIOUS AREA PRE-CONSTRUCTION: 0.86 ACRES (37,531SF)

TOTAL IMPERVIOUS AREA POST-CONSTRUCTION: 0.99 ACRES (43,300 SF)

POST-CONSTRUCTION RUNOFF COEFFICIENT OF THE SITE: 0.49

LATITUDE & LONGITUDE OF CENTER OF PROJECT: N36°45'22.45" W95°57'16.97"

PROJECT WILL DISCHARGE TO:

NAME OF RECEIVING WATERS: CANEY RIVER

SENSITIVE WATERS OR WATERSHEDS: YES ☐ NO ☒

303(d) IMPAIRED WATERS: YES ☒ NO ☐

IF YES, LIST IMPAIRMENT: FISH BIO

LOCATED IN A TMDL: YES ☐ NO ☒

LAKE THUNDERBIRD TMDL: YES ☐ NO ☒

MS4 ENTITY YES ☒ NO ☐

IF YES, LOCATION: CITY OF BARTLESVILLE

NOTE:
THIS SHEET SHOULD BE USED IN CONJUNCTION WITH A DRAINAGE MAP THAT ILLUSTRATES THE DRAINAGE PATTERNS/PATHWAYS AND RECEIVING WATERS FOR THIS PROJECT. THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- _____ TEMPORARY SEEDING
___X___ PERMANENT SODDING, SPRIGGING OR SEEDING
_____ VEGETATIVE MULCHING
_____ SOIL RETENTION BLANKET
_____ PRESERVATION OF EXISTING VEGETATION
_____ HYDROMULCH/HYDROSEED

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR OVER 14 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- ___X___ STABILIZED CONSTRUCTION EXIT
___X___ TEMPORARY SILT FENCE
___X___ 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
___X___ RIP RAP
_____ INLET PROTECTION
_____ TEMPORARY BRUSH SEDIMENT BARRIERS
_____ SANDBAG BERMS
_____ TEMPORARY STREAM CROSSINGS
_____ FLEXMAT / ARTICULATED CONCRETE BLOCK
_____ COMPOST FILTER SOCKS
_____ EROSION CONTROL MATS AND BLANKETS

OFFSITE VEHICLE TRACKING:

- _____ HAUL ROADS DAMPENED FOR DUST CONTROL
_____ LOADED HAUL TRUCKS TO BE COVERED WITH TARPULIN
_____ EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

REMOVAL OF SEDIMENT WHEN IT REACHES HALF THE
HEIGHT OF THE DEVICE.

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

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 AND PERMIT CERTIFICATE THAT HAVE BEEN FILED WITH THE 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:

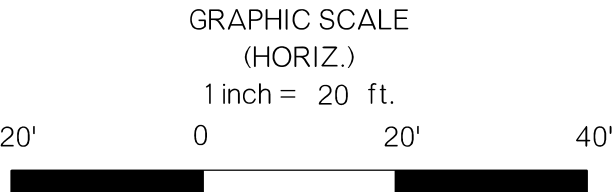
"ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA," ODEQ, WATER QUALITY DIVISION, OCTOBER 18, 2022.

ADDITIONAL PERMITS REQUIRED FROM OKLAHOMA RESOURCES BOARD AND/OR MUNICIPALITY FOR USE OF SURFACE, GROUND OR CITY WATER SOURCES FOR ACTIVITIES SUCH AS WATERING.

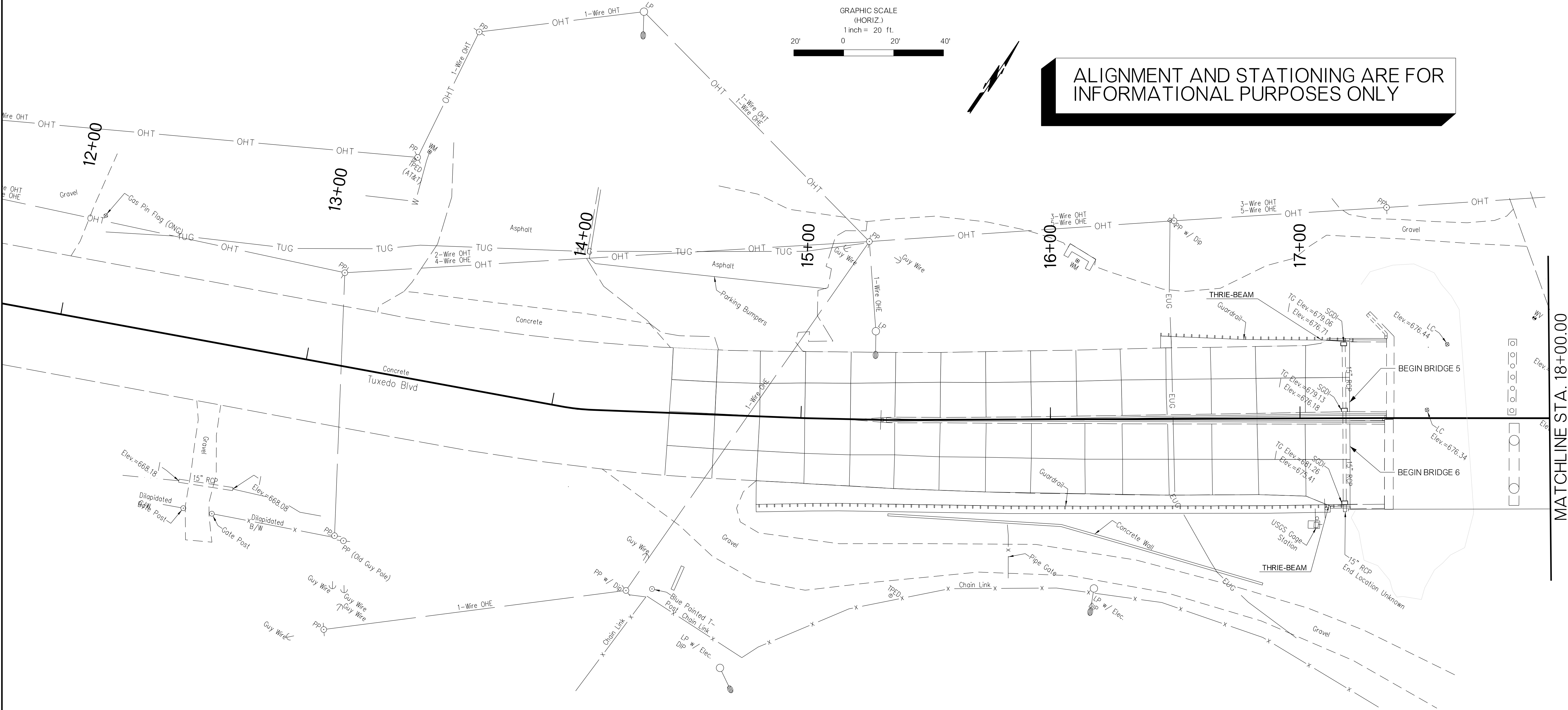
DESIGN	SEK	06/23	CITY OF BARTLESVILLE ROADWAY DESIGN DIVISION		
DRAWN	SEK	06/23			
CHECKED	BF	06/23	STORM WATER MANAGEMENT PLAN		
APPROVED	BF	06/23			
SQUAD					
COUNTY	WASHINGTON				
			ROAD TUXEDO BLVD. CITY JOB NO.	2022061	SHEET NO. R001

Wednesday, May 10, 2023 9:08 AM
V:\12-1425E BR 5 & 9 Coney River - Rehabs. Bartlesville\CIV3D\PLANS

CITY OF BARTLESVILLE		
DESCRIPTION	REVISIONS	DATE



ALIGNMENT AND STATIONING ARE FOR INFORMATIONAL PURPOSES ONLY



LEGEND

BENCHMARK

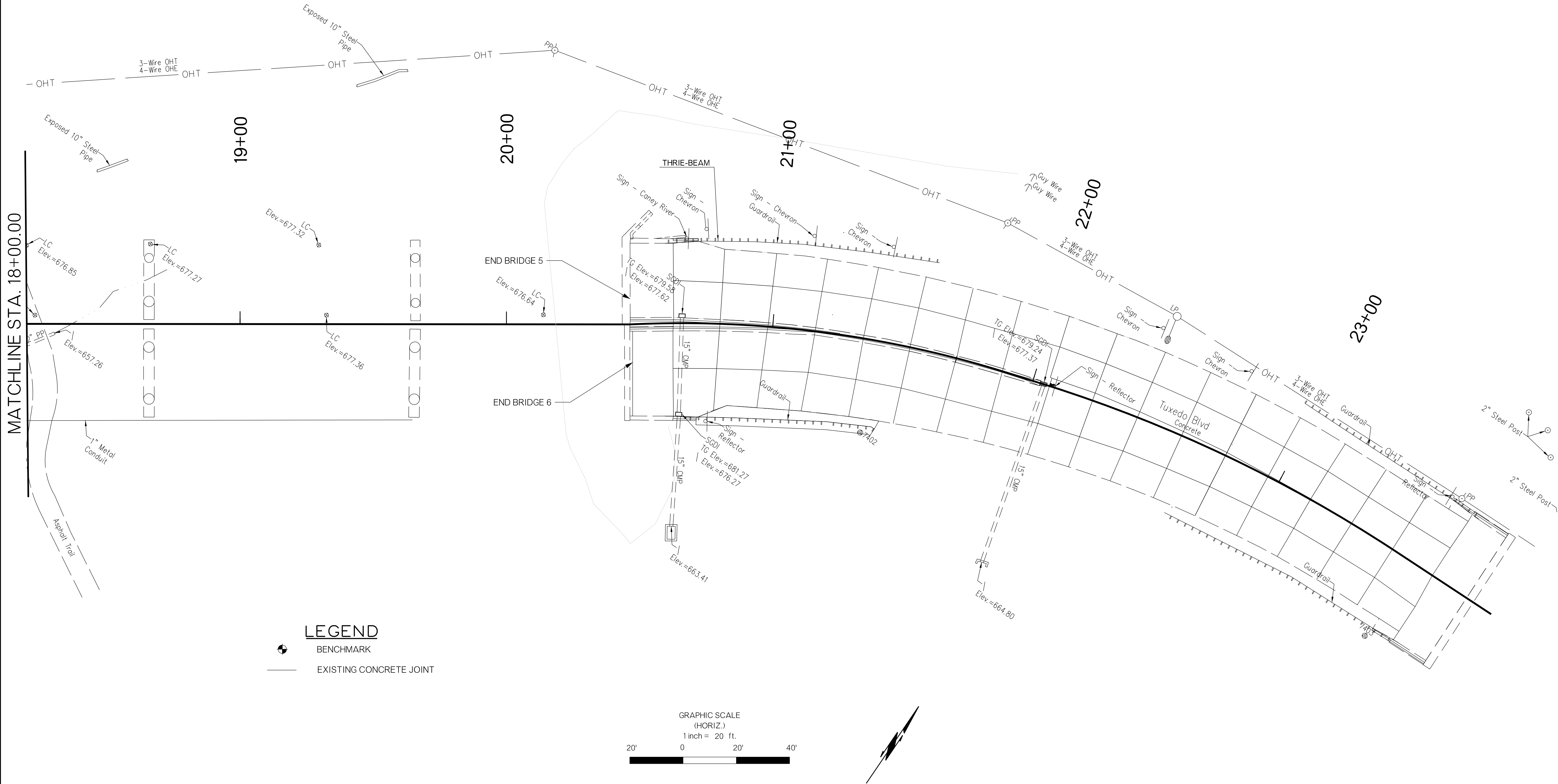
EXISTING CONCRETE JOINT

REMOVE AND RESET SIGNS AS NEEDED TO COMPLETE GUARDRAIL INSTALLATION.

DESIGN	SEK	09/24	OKLAHOMA DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION	
DRAWN	SEK	09/24	CONCRETE REPAIR AND GUARDRAIL DETAIL PLAN SHEET 1 OF 2	
CHECKED	RED	09/24		
APPROVED	BF	09/24		
SQUAD				
COUNTY	WASHINGTON	HIGHWAY	E. TUXEDO BLVD.	CITY JOB NO. 2022081 SHEET NO. R002

Wednesday, May 10, 2023 9:08 AM
V:\F\22-1425E BR 5 6 & 9 Coney River - Rehabs, Bartlesville\Left\CIV3D\PLANS

CITY OF BARTLESVILLE		
DESCRIPTION	REVISIONS	DATE



DESIGN	SEK	09/24	OKLAHOMA DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION	
DRAWN	SEK	09/24		
CHECKED	RED	09/24	CONCRETE REPAIR AND GUARDRAIL DETAIL PLAN SHEET 2 OF 2	
APPROVED	BF	09/24		
SQUAD				
COUNTY	WASHINGTON		HIGHWAY	E. TUXEDO BLVD.
		CITY JOB NO.	2022061	SHEET NO. R003

CITY OF BARTLESVILLE		
DESCRIPTION	REVISIONS	DATE



GENERAL TRAFFIC CONTROL NOTES:

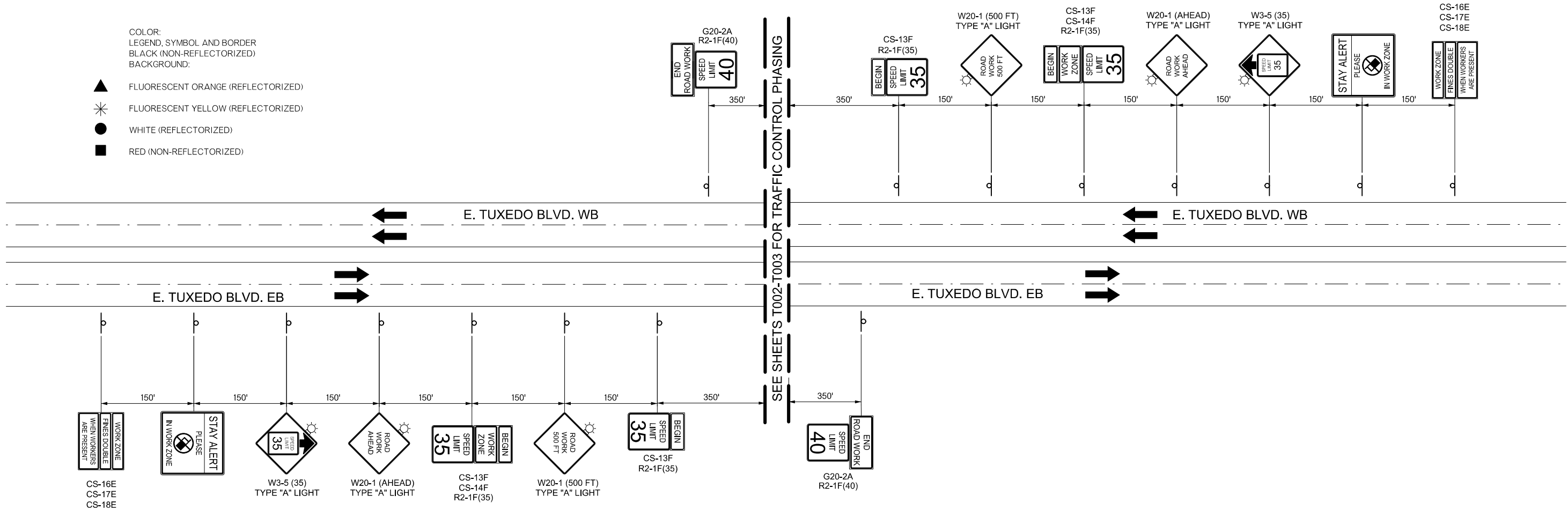
1. MAXIMUM SPACING BETWEEN CHANNELIZING DEVICES (FEET) SHALL BE TWICE THE POSTED SPEED LIMIT (MPH) WITH THE FOLLOWING EXCEPTIONS: SPACING SHALL NOT EXCEED 50 FEET FOR CONES OR TUBE CHANNELIZERS. SPACING SHALL NOT EXCEED 75 FEET FOR CHANNELIZER CONES. SPACING SHALL NOT EXCEED 100 FEET FOR TYPE II BARRICADES, VERTICAL PANELS OR DRUMS.
2. FOR TAPERS, A MAXIMUM SPACING BETWEEN CHANNELIZING DEVICES (IN FEET) SHALL BE EQUAL TO THE POSTED SPEED LIMIT (IN MPH). DOWNSTREAM TAPERS SHALL CONTAIN A MINIMUM OF FOUR (4) CHANNELIZING DEVICES.
3. CONSTRUCTION SPEED LIMIT TO BE DETERMINED BY THE CITY.

CONSTRUCTION TRAFFIC CONTROL SUMMARY

PHASE	CONST.ZONE IMPACT ATTEN. 871(B)	RELOCATION OF IMPACT ATTEN. 871(C)	DELIVER PORTABLE LONGITUDINAL BARRIER 877(B)	RELOCATION OF PORT. LONGITUDINAL BARRIER 877(C)	0 TO 6.25 SF 880(B)	6.26 SF TO 15.99 SF 880(B)	16.0 SF TO 32.99 SF 880(B)	CONSTRUCTION BARRICADES (TYPE III) WARNING LIGHTS (TYPE A) 880(E)	DRUMS 880(F)	TUBE CHANNELIZERS 880(G)	PORT.CHANGEABLE MESSAGE SIGN 882(A)
	S.D.	EA.	L.F.	L.F.	S.D.	S.D.	S.D.	S.D.	S.D.	S.D.	S.D.
ADV. WARNING	0	0	0	0	2,080	208	832	0	832	0	208
PHASE 1	0	0	0	0	0	20	10	40	280	0	0
PHASE 2	100	0	150	0	200	100	300	200	300	2,050	0
PHASE 3	60	2	0	150	60	60	300	120	300	1,350	0
TOTALS =	160	2	150	150	2,340	388	1,442	360	1,442	3,680	208

TOTAL SIGN DAYS = 90
ADV. WARNING: 104 DAYS
PHASE 1: 10 DAYS
PHASE 2: 50 DAYS
PHASE 3: 30 DAYS

- COLOR:
LEGEND, SYMBOL AND BORDER
BLACK (NON-REFLECTORIZED)
BACKGROUND:
- ▲ FLUORESCENT ORANGE (REFLECTORIZED)
✱ FLUORESCENT YELLOW (REFLECTORIZED)
● WHITE (REFLECTORIZED)
■ RED (NON-REFLECTORIZED)

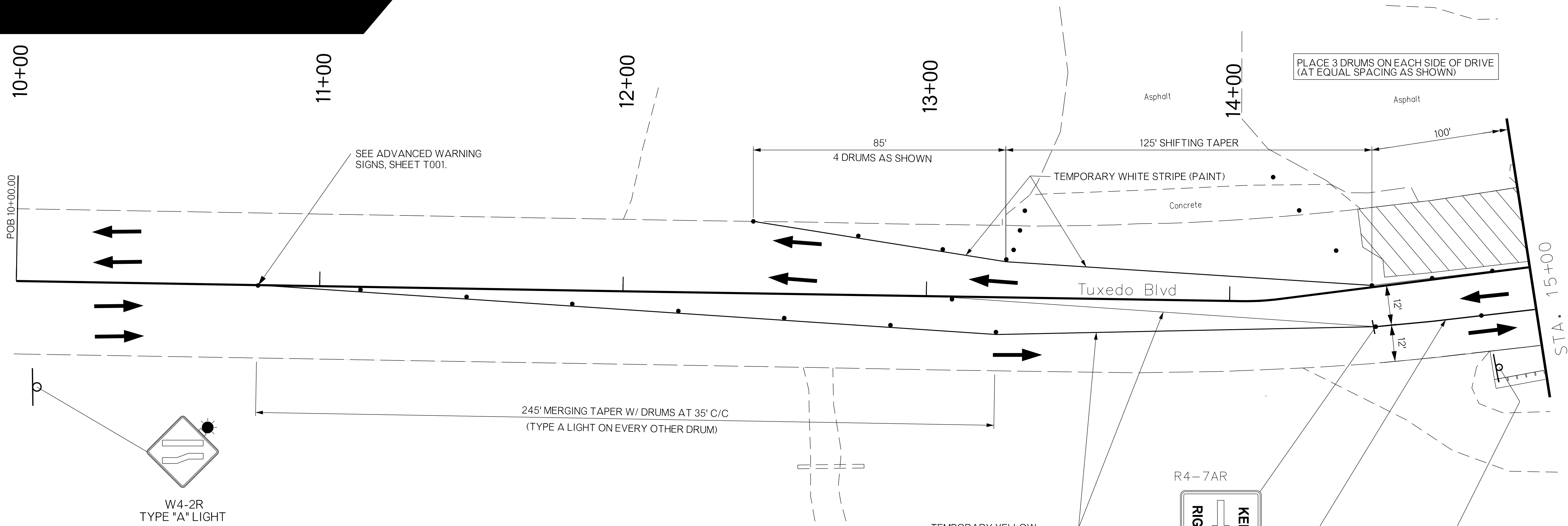


DESIGN	SEK	06/23	CITY OF BARTLESVILLE ROADWAY DESIGN DIVISION	
DRAWN	SEK	06/23		
CHECKED	RED	06/23	ADVANCED WARNING SIGNS	
APPROVED	BF	06/23		
SQUAD				
COUNTY	WASHINGTON		HIGHWAY	E. TUXEDO BLVD.
CITY JOB NO.	2022061		SHEET NO.	T001

PHASE 2 TRAFFIC CONTROL IS A MIRROR OF PHASE 1 TRAFFIC CONTROL PLAN.

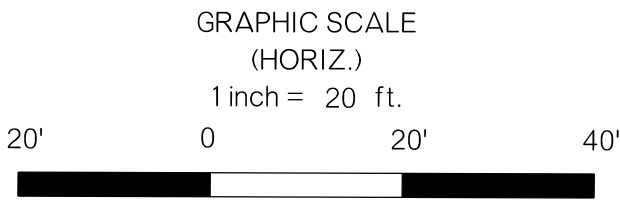
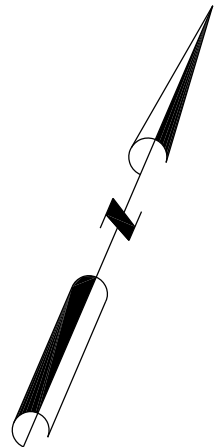
PHASE 2 CONSTRUCTION SHALL TAKE PLACE ON BRIDGE 6, SHIFT TRAFFIC TO NORTH 2 LANES.

ALIGNMENT AND STATIONING ARE FOR INFORMATIONAL PURPOSES ONLY.



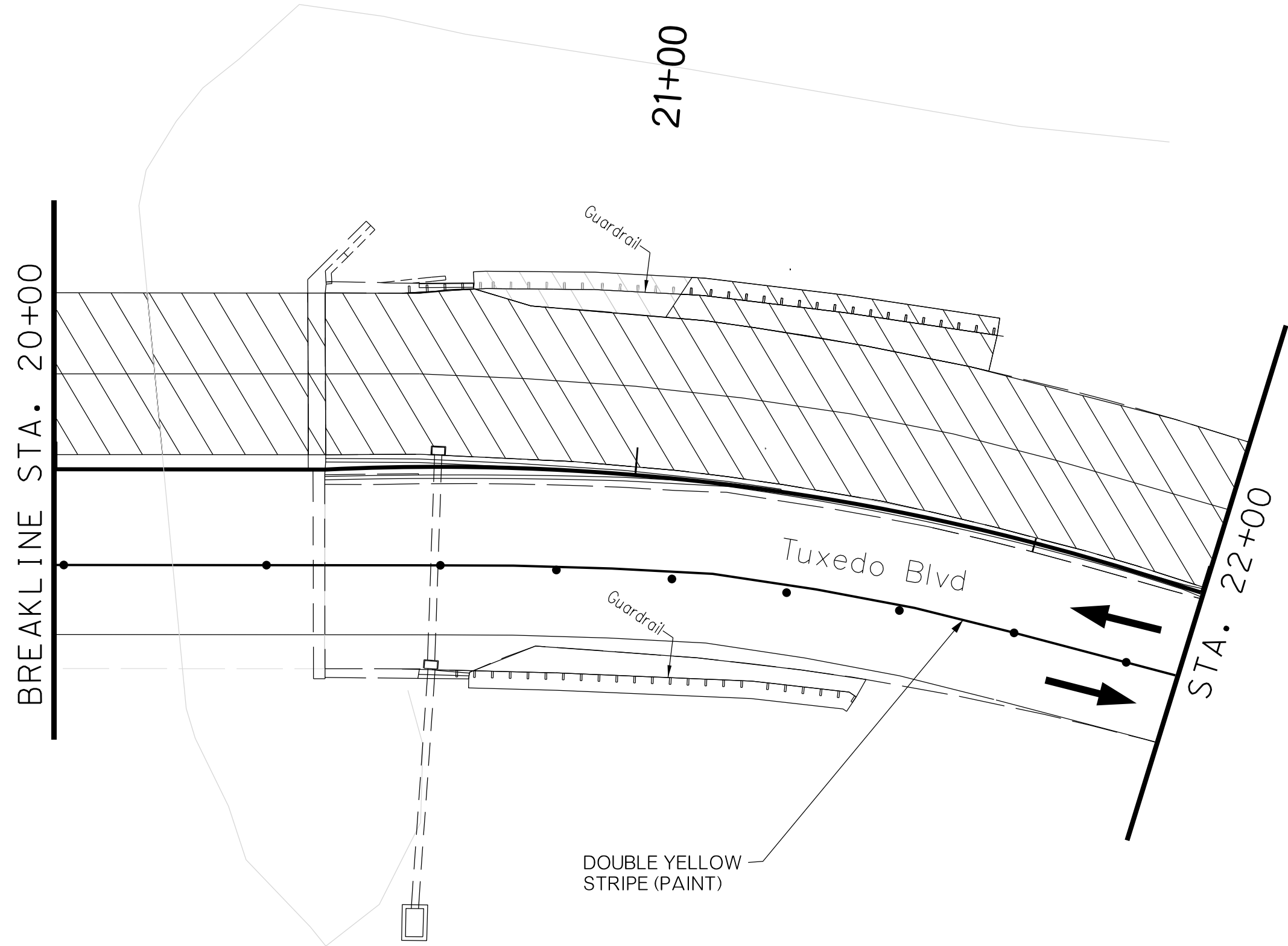
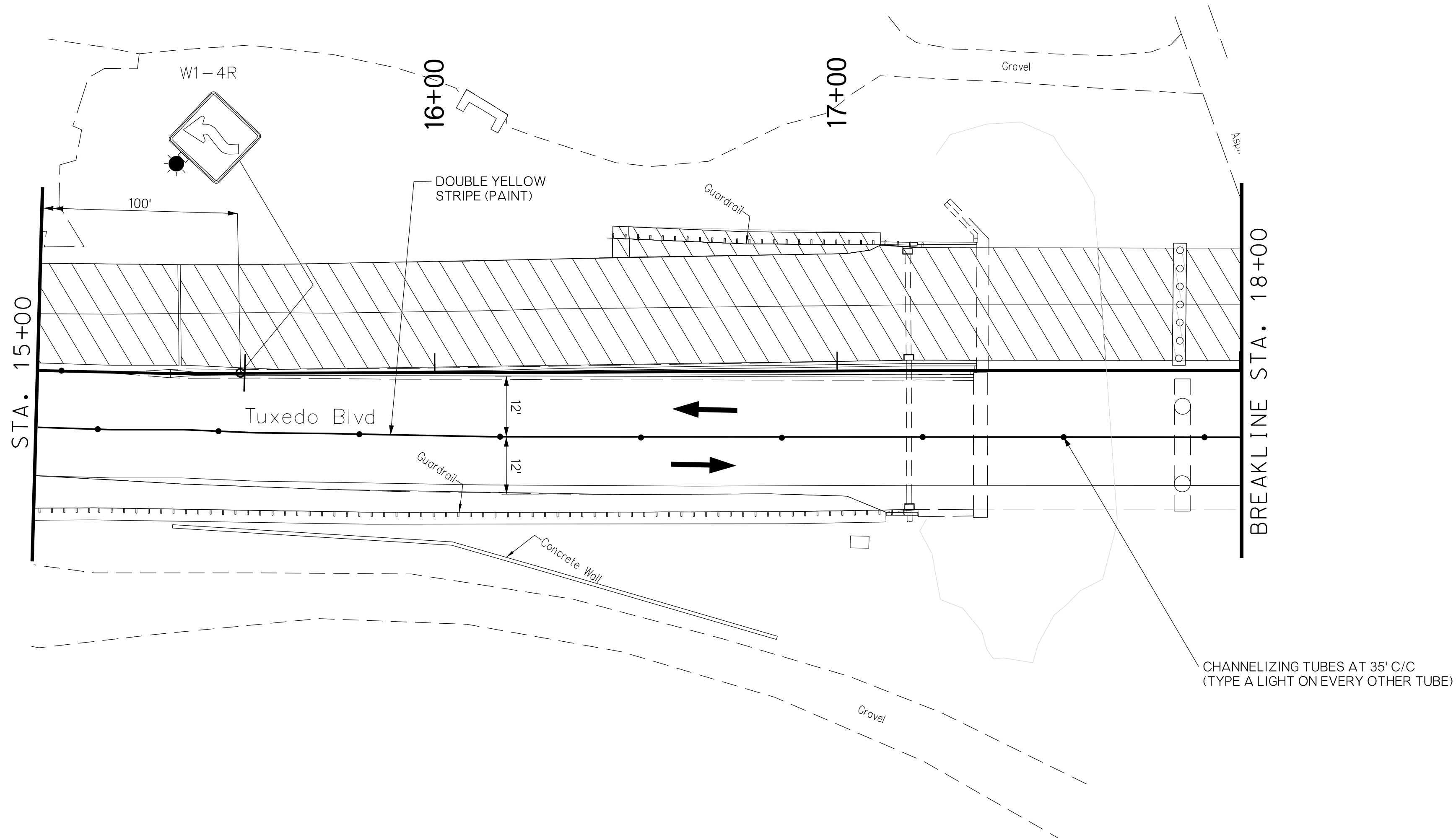
LEGEND

- BENCHMARK
- CHANNELIZING TUBE/DRUM
- PHASE 2 TRAFFIC FLOW DIRECTION
- PHASE 2 TRAFFIC SIGN
- PHASE 2 WORK AREA
- COMPLETED GUARDRAIL WIDENED AREA

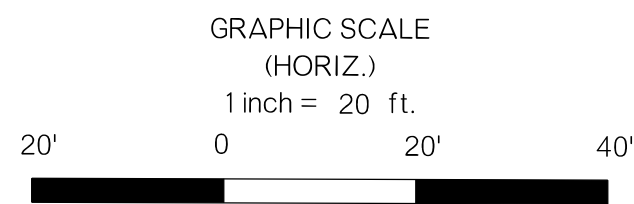
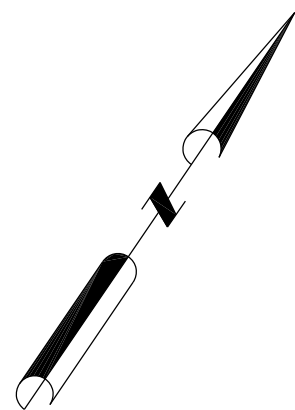


Wednesday, May 10, 2023 9:08 AM
VFL 22-1425E BR 5 & 9 Caney River - Rehab. Bartlesville CIV3D PLANS

CITY OF BARTLESVILLE		
DESCRIPTION	REVISIONS	DATE



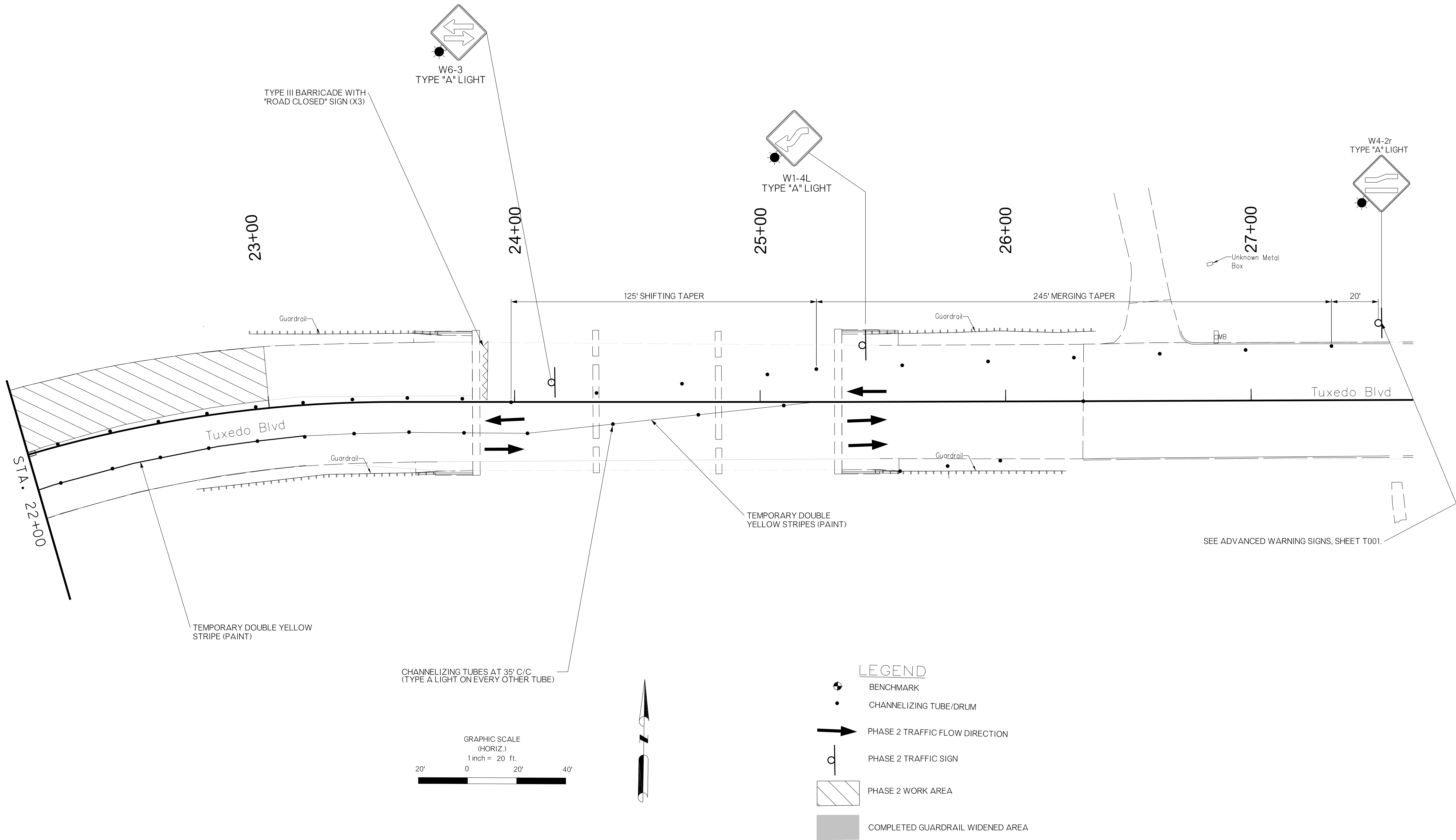
- LEGEND**
- BENCHMARK
 - CHANNELIZING TUBE/DRUM
 - PHASE 2 TRAFFIC FLOW DIRECTION
 - PHASE 2 TRAFFIC SIGN
 - PHASE 2 WORK AREA
 - COMPLETED GUARDRAIL WIDENED AREA



DESIGN	SEK	09/24	CITY OF BARTLESVILLE	
DRAWN	SEK	09/24	GUY ENGINEERING SERVICES, INC.	
CHECKED	RED	09/24	TRAFFIC CONTROL PHASE 1	
APPROVED	BF	09/24	SHEET 2 OF 3	
SQUAD				
COUNTY	WASHINGTON	HIGHWAY	E. TUXEDO BLVD.	CITY JOB NO. 2022061 SHEET NO. T003

Wednesday, May 10, 2023 9:08 AM
VFL 22-1425E BR 5 & 9 Caney River - Rehab. Bartlesville CIV 3d E PLANS

CITY OF BARTLESVILLE		
DESCRIPTION	REVISIONS	DATE



DESIGN	SEK	09/24	CITY OF BARTLESVILLE	
DRAWN	SEK	09/24	GUY ENGINEERING SERVICES, INC.	
CHECKED	RED	09/24	TRAFFIC CONTROL PHASE 1	
APPROVED	BF	09/24	SHEET 3 OF 3	
SQUAD				
COUNTY	WASHINGTON	HIGHWAY	E. TUXEDO BLVD.	CITY JOB NO. 2022061 SHEET NO. T004

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Bid Review Recommendation for Concrete (Bid #2024-2025-008)

Attachments:

Bid Review Recommendation for Concrete Bid #2024-2025-008

Bid Sheet (Bid #2024-2025-008)

II. STAFF COMMENTS AND ANALYSIS

Bids for concrete are taken on an annual basis. Two bids were received and met all specified requirements. Bartlesville Redi-Mix was the low bidder per cubic yard.

The bid amount is provided on the attached form.

Sufficient funding is available in the line item #53610 for each department.

III. RECOMMENDED ACTION

Recommend award of bid for all bid items to Bartlesville Redi-Mix. On certain occasions when the awarded bidder cannot provide materials in a timely manner, the City reserves the right to use an alternate supplier.

BID REVIEW RECOMMENDATION

DATE: September 18, 2024

PROJECT: N/A

BID NO: 2024-2025-008

DESCRIPTION: Concrete


DEPARTMENT: Street, Park, Water & Wastewater

BID AMOUNT: As provided on the attached form

BUDGET AMOUNT: Sufficient funding is available in line item #53610 for each department.

COMMENTS: Bids for concrete are taken on an annual basis. Two bids were received, and met all specified requirements. Bartlesville Redi-Mix was low bidder per cubic yard.

RECOMMENDATION: Recommend award of bid for all bid items to Bartlesville Redi-Mix. On certain occasions when the awarded bidder cannot provide materials in a timely manner, the City reserves the right to use an alternate supplier.



Council Member or Staff Member

Date

**CITY OF BARTLESVILLE, OKLAHOMA
 BID SPECIFICATIONS FOR
 CONCRETE
 BID NUMBER 2024-2025-008**

Concrete:

Price per Cubic Yard:

4 sack Class C (2,000 psi min):

N/A

4½ sack Class C (25000 psi min):

\$ 139.00

5 sack Class B (3,000 psi min):

\$ 143.00

5 ½ sack Class B (3,500 psi min):

\$ 147.00

6 sack Class A (4,000 psi min):

\$ 151.00

7 sack Class AA:

\$ 155.00

High Early

\$ 155.00

Flowable Fill:

Flowable Fill Quick Set concrete shall contain
 Rapid set cement 100#, fly ash 0#, Sand 2970#,
 water 55 gal., air 0%:

\$ 115.00

Flowable Fill Regular Set concrete shall contain
 Type 1 cement 60#, Fly ash 290#, sand 2750#,
 water 55 gal., air 0%

\$ 105.00

Sand used in Flowable fill shall have 100% passing
 the ¾ inch sieve and 0%-20% passing the No. 200 sieve

Flyash Grout: (1827 Flyash, 1220 Cement, 75 Gals Water)

N/A

Air Entraining: 4-6%

N/A

Calcium Chloride: 1%

\$ 3.00

Calcium Chloride: 2%

\$ 6.00

Fiber mesh

\$ 6.00

Hot Water (140 degree min)

\$ 4.00

Black Pigment: Frank Davis #807 @ 6.25 lb./cy. Or equal

N/A

Minimum Order Amount: 1 yd (i.e. .5 yards. etc)

If there is a price break for quantity please list:

No

\$ 48 Fuel surcharge per Truck

COMPANY: Bartlesville Redi-mix Inc

ADDRESS: 1500 Tuxedo Blvd Bartlesville OK 74006

Company Name Bartlesville Redi-mix

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Bid Review Recommendation for Asphaltic Concrete & Aggregate Base (Part I & II)
Bid #2024-2025-009

Attachments:

Bid Review Recommendation for Asphaltic Concrete & Aggregate Base (Part I & II)
Bid #2024-2025-009
Bid Sheet (Part I & II) - Bid #2024-2025-009

II. STAFF COMMENTS AND ANALYSIS

Bids for Asphaltic Concrete (Part I) are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC was determined to be the best bid due to being low bid on the primary products (Type C) and their close proximity to Bartlesville. When not applicable, other vendors may be used.

Bids for Aggregate Base (Part II) are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC met required specifications and were the best bid.

The bid amounts are provided on the attached forms.

Sufficient funding is available in annual department budgets.

III. RECOMMENDED ACTION

Recommend award of bid for Asphaltic Concrete & Aggregate Base (Part I & II) to Bison Materials LLC, of Bartlesville, OK.

BID REVIEW RECOMMENDATION

DATE: September 18, 2024

PROJECT: N/A

BID NO: 2024-2025-009 - Part I

DESCRIPTION: Asphaltic Concrete

DEPARTMENT: Street, Park, Water & Wastewater

BID AMOUNT: As provided on the attached form.

BUDGET AMOUNT: Sufficient funding is available in annual department budgets.

COMMENTS: Bids for asphaltic concrete are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC was determined to be the best bid due to being low bid on the primary products (Type C) and their close proximity to Bartlesville. When not applicable, other vendors may be used.

RECOMMENDATION: Recommend award of bid for asphaltic concrete to Bison Materials LLC, of Bartlesville, Oklahoma.



Council Member or Staff Member

Date

**CITY OF BARTLESVILLE, OKLAHOMA
BIDS FOR -
PLANT MIX BITUMINOUS BASES AND SURFACES
ASPHALTIC CONCRETE & AGGREGATE BASE
BID # 2024-2025-009**

**ASPHALTIC CONCRETE
PART I**

DESCRIPTION	UNIT/TON
1. Type A (S-3)	\$ <u>74</u>
2. Type B (S-4)	\$ <u>75</u>
3. Type C (S-5)	\$ <u>76</u>

Highway miles from your plant to the City of Bartlesville, OK _____

COMPANY NAME Bison Materials LLC

ADDRESS 3590 E Durham

CITY, STATE, ZIP Bartlesville OK 74006

CONTACT Joetta VanSchuyver PHONE 918-534-9992

FAX 918-534-9952 E-MAIL joetta@bisonmaterials.com

MAIL THE BID FORM(S) ALONG WITH THE NON-COLLUSION AFFIDAVIT TO:

CITY OF BARTLESVILLE
CITY CLERKS OFFICE
401 S. JOHNSTONE AVE
BARTLESVILLE, OK 74003

BIDS MUST BE RECEIVED BY 2:00 PM ON TUESDAY SEPTEMBER 17, 2024.

PLEASE INDICATE BID NUMBER ON THE OUTSIDE OF THE MAILING ENVELOPE.
IF BID NUMBER IS NOT ON THE ENVELOPE, YOUR BID WILL BE DISQUALIFIED.

If you wish to obtain a copy of the bid results, please include with your bid a letter requesting a copy of the bid results that contains an email address where we may forward an electronic copy of the results.

**THE CITY OF BARTLESVILLE RESERVES THE RIGHT TO ACCEPT OR REJECT
ANY OR ALL BIDS OR PORTIONS THEREOF.**

Company Name Bison Materials LLC

BID REVIEW RECOMMENDATION

DATE: September 18, 2024

PROJECT: N/A

BID NO: 2024-2025-009 - Part II

DESCRIPTION: Aggregate Base


DEPARTMENT: Street, Park, Water & Wastewater

BID AMOUNT: As provided on the attached form.

BUDGET AMOUNT: Sufficient funding is available in annual department budgets.

COMMENTS: Bids for aggregate base are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC met required specifications, and were the best bid on primary products and are in close proximity to Bartlesville.

RECOMMENDATION: Recommend award of bid for aggregate base to Bison Materials LLC, of Bartlesville, Oklahoma.



Council Member or Staff Member

Date

**CITY OF BARTLESVILLE, OKLAHOMA
BIDS FOR -
PLANT MIX BITUMINOUS BASES AND SURFACES
ASPHALTIC CONCRETE & AGGREGATE BASE
BID # 2024-2025-009**

**AGGREGATE BASE
PART II**

ITEM	COST PER TON @ PLANT	TRAILER DELIVERY	BOBTAIL DELIVERY
1 ½" CLASS A	10.50		
2" CLASS A	—		
3" CLASS A	10.50		
CRUSHER RUN (ALL SIZES)	9.50		
½" CHIPS	13.00		
3/8" CHIPS	13.00		
5/8" CHIPS	—		
¾" CHIPS	—		
3" BEDDING	12.50		
SHOT ROCK	8.50		
RIP RAP	22.00		
NEW SCREENINGS	4.50		
ASPAHLT SCREENINGS	10.50		
TYPE A	—		
TYPE B	—		
PUGGED BASE TYPE A & TYPE B	11.00		
MANUFACTURED SAND	12.50		

Company Name Basin Materials LLC

CITY OF BARTLESVILLE, OKLAHOMA
BIDS FOR -
PLANT MIX BITUMINOUS BASES AND SURFACES
ASPHALTIC CONCRETE & AGGREGATE BASE
BID # 2024-2025-009

AGGREGATE BASE
PART II

ITEM	COST PER TON @ PLANT	TRAILER DELIVERY	BOBTAIL DELIVERY
1 ½" CLASS A	10.00		
2" CLASS A	—		
3" CLASS A	10.00		
CRUSHER RUN (ALL SIZES)	9.00		
½" CHIPS	12.50		
3/8" CHIPS	12.50		
5/8" CHIPS	—		
¾" CHIPS	—		
3" BEDDING	—		
SHOT ROCK	8.00		
RIP RAP	21.00		
NEW SCREENINGS			
ASPAHLT SCREENINGS	—		
TYPE A	—		
TYPE B	—		
PUGGED BASE TYPE A & TYPE B	10.50		
MANUFACTURED SAND	12.00		

Company Name Bism Materials LLC (Hogshooter)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agenda language: Discuss and take action to award Bid No. 2024-2025-010 For the purchase of a Custom Aerial Fire Apparatus for the Bartlesville Fire Department. Presented by Mayor Copeland

The bid announcement was advertised locally, posted on the City of Bartlesville Website, and sent to nine used fire apparatus dealers nationwide.

Attachments: Bid Notice, Bids Received,

II. STAFF COMMENTS AND ANALYSIS

Only one bid was received – Brindlee Mountain Fire Apparatus Stock #18391. A 2006 Pierce 100' Platform. Bid submitted met the requirements of the specifications and is within our available budget.

III. BUDGET IMPACT

FY 2024-2025 Fire Department budget – Capital Reserve Fund - \$400,000 does not exceed our available budgeted amount of \$400,000 for 2024-2025 for fire apparatus.

IV. RECOMMENDED ACTION

Staff recommends awarding the bid to Brindlee Mountain Fire Apparatus LLC for the amount of \$400,000.

Brindlee Mountain Fire Apparatus, established in 2001, is one of the world's largest used fire truck sales and service companies selling over 500 fire trucks each year. Based just south of Huntsville, Alabama, the company has over 50 full-time personnel occupying over 33,000 square feet which includes office space and fourteen apparatus service bays, dedicated to the refurbishment of used fire apparatus. Their campus houses the Nation's largest on-site inventory of used fire trucks, used rescue trucks, used aerial trucks, including ladders and platforms, as well as other emergency fire apparatus.

In addition to fire truck sales, BMFA's mechanics, who are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paintwork on over 500 used fire trucks every year.

BRINDLEE MOUNTAIN

F I R E A P P A R A T U S , L L C

15410 Highway 231, Union Grove, AL 35175

Phone: 256-776-7786 / Fax: 256-498-0924

Bid Submission

September 16, 2024

To: City of Bartlesville
401 S. Johnstone Ave
Bartlesville, OK 74003-6619

From: Brindlee Mountain Fire Apparatus, LLC
15410 US Hwy 231 S
Union Grove, AL 35175

Fire Chief and Board of Commissioners:

Thank you very much for the opportunity to submit a fire truck for the fire truck bid request that you recently published. We are pleased to offer the following truck for your consideration:

#18391 - 2006 Pierce Lance 100' Platform
VIN: 4P1CL01H06A006075

Offered at \$400,000.00 (Four Hundred Thousand Dollars and no cents).

Please note that this truck is being bid pending prior sale. If this truck is selected please contact me as soon as possible so the truck can be placed on Hold for Talihina Fire Department.

Please let me know if you would like more information on our Company or this fire truck. We are very excited about the possibility of working with you to deliver absolutely the best truck for your money!

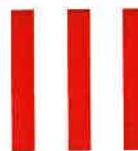
Thank you again for the opportunity.

Sincerely,



Jeremy T. McCoy

Brindlee Mountain Fire Apparatus
15410 US Hwy 231
Union Grove, AL 35175
866.285.9305
256.361.6532
jeremy@firetruckmall.com



Contact Us

Office : 256.776.7786
Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 18391
Price: Call For Custom Quote

2006 Pierce Lance 100' Platform

- ☐ 2006 Pierce Lance 100' Platform
- ☐ Detroit Series 60 515 HP Diesel Engine
- ☐ 150 Gallon Polypropylene Tank
- ☐ Officer's Side Discharge: (1) 2 1/2" (1) 5"
- ☐ Rear Suction: (1) 5"
- ☐ (2) 200' electrical reels
- ☐ Automatic Tire Chains
- ☐ Aerial Hours: 854
- ☐ Mileage: 26,155
- ☐ Height: Truck Height: 11' 10"
- ☐ Lance Pierce Chassis
- ☐ Allison 4000 EVS Automatic Transmission
- ☐ Driver's Side Discharges: (1) 2 1/2"
- ☐ Officer's Side Suction: (1) 2 1/2" (1) 6"
- ☐ Harrison hydraulic generator
- ☐ Breathing air under ladder
- ☐ Backup Camera
- ☐ Pump Hours: 187
- ☐ **Additional equipment not included with purchase unless otherwise listed.**
- ☐ GVWR: 82,000
- ☐ Seating for 6; 5 SCBA seats
- ☐ Waterous CMU 2000 GPM Side-Mount 2-Stage Pump
- ☐ Driver's Side Suction: (1) 2 1/2", (1) 6"
- ☐ Front Discharges: (1) 2 1/2"
- ☐ Heated Mirrors
- ☐ Air Conditioning
- ☐ Federal Q Siren
- ☐ Engine Hours: 3,577
- ☐ Length: 47' 4"
- ☐ Wheelbase: 270"



Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com

CITY OF BARTLESVILLE, OK
BID FORM FOR
One (1) 95' minimum Aerial Platform
Fire Fighting Apparatus

DESCRIPTION Firetruck QUANTITY 1 TOTAL COST \$ 400,000

BRAND Pierce YEAR 2006 MILEAGE 26,155 TOTAL HOURS 3,577

LIST ANY EXCEPTIONS TO BID: No exceptions. This platform truck meets or exceeds all specifications in the bid

ALL bids shall be F.O.B. City of Bartlesville, Oklahoma.

COMPANY NAME: Brindlee Mountain Fire Apparatus LLC

ADDRESS: 15410 US Hwy 231

CITY, STATE, ZIP: Union Grove, AL 35175

PHONE: 256-776-7786 CONTACT: Jeremy M. Lay

FAX: _____

Return Bid Form To:

CITY OF BARTLESVILLE
CITY CLERK
401 S Johnstone Ave
BARTLESVILLE, OK 74003-6619

BIDS MUST BE RECEIVED BY _____

Include the following:

- 1. This bid form**
- 2. Non-collusion Affidavit**
- 3. Any official printed literature which more fully describes the proposed bid item.**

Return this bid in a SEALED ENVELOPE no later than 2:00 P.M. CST, Bid Opening Date.

On the outside of the envelope state "BID NUMBER". If you send your bid via express or overnight service, please place your bid envelope inside the express pouch.

If you wish to receive a copy of the tabulated bids include with your bid a letter requesting a copy of the bid results that contains an email address where we may forward an electronic copy of the results.

THE CITY OF BARTLESVILLE, OK RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PORTIONS THEREOF.

CITY OF BARTLESVILLE
WASHINGTON COUNTY
OKLAHOMA

NONCOLLUSION AFFIDAVIT

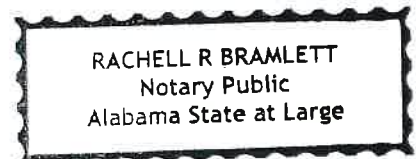
STATE OF Alabama } ss.
COUNTY OF Marshall

Jeremy M E Cox, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refraining from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]
COMPANY OFFICIAL

Subscribed and sworn to before me this 14 day of September, 201824

Notary Public [Signature]
My Commission Expires June 1, 2027



SEAL

BID # 2024-2025-010

COMPANY Brindlee Mountain Fire Apparatus LLC

STREET 15410 US Hwy 231

CITY, STATE, ZIP Union Grove, AL 35175

Published in Bartlesville, OK Examiner-Enterprise - 09/07/2024, 09/11/2024 & 09/14/2024

**NOTICE TO BIDDERS
City of Bartlesville
Custom Aerial Fire Apparatus
Bid No. 2024-2025-010**

The City of Bartlesville will accept sealed bids for the purchase of the above described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Monday, September 30, 2024.

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

**NAME AND ADDRESS OF BIDDER
BID NUMBER**

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 3rd, Day of September, 2024.

Jason Muninger
Finance Director

By: Beverly Robinson
Deputy Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A public hearing to consider a request by Raymond Crow to close a portion of a 20-foot-wide utility easement located on the south side of Lot 1, Block 4, Corrected Plat for Covington Park, Bartlesville, Washington County, Oklahoma.

Attachments:

Ordinance
Exhibit A

II. STAFF COMMENTS AND ANALYSIS

Applicant: Raymond Crow

Requested Action: A public hearing to consider a request to close a portion of a 20-foot-wide utility easement on the south side of Lot 1, Block 4, The Corrected Plat for Covington Park, Bartlesville, Washington County, Oklahoma said portion of right-of-way being more particularly described as follows:

THE NORTH 10 FEET OF THE SOUTH 20 FEET OF LOT 1, BLOCK 4, THE CORRECTED PLAT FOR COVGINGTON PARK, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE WEST 15 FEET THEREOF.

SPECIAL INFORMATION:

The applicant is requesting the closure so that they can construct a storage building in the back yard of the property. They had the property surveyed to verify no utilities were located within the limits of easement to be vacated.

1. City Staff: Staff has received no objections from Police, Fire, Planning, Public Works, Water Utilities or Engineering departments. There are no City-owned facilities located in the easement.
2. Utility Companies: Staff has received no objections from ONG, AT&T or Sparklight. ONG is located in the front and side of the lot. There are communications utilities located within the easement, but they are in the south 10 feet of the easement and would not be affected by the closure. PSO has stated

that they have facilities in the vicinity of this easement and do not support closing any portion of the 20' easement.

III. RECOMMENDED ACTION

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

ORDINANCE NO. _____

An Ordinance to close a portion of the 20-foot-wide utility easement, located on the south side of Lot 1, Block 4, the corrected plat for Covington Park Addition, Bartlesville, Washington County, Oklahoma.

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

WHEREAS, the Council duly set said matter for public hearing and gave proper notice thereof and said matter was duly heard before the Council in an open meeting on October 7, 2024, where all viewpoints were considered; and

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

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

The following described utility easement, described to wit:

A UTILITY EASEMENT LOCATED IN LOT 1, BLOCK 4, THE CORRECTED PLAT FOR COVINGTON PARK, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTH 10 FEET OF THE SOUTH 20 FEET OF LOT 1, BLOCK 4, THE CORRECTED PLAT FOR COVINGTON PARK, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE WEST 15 FEET THEROF.

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

PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 7th day of October, 2024.

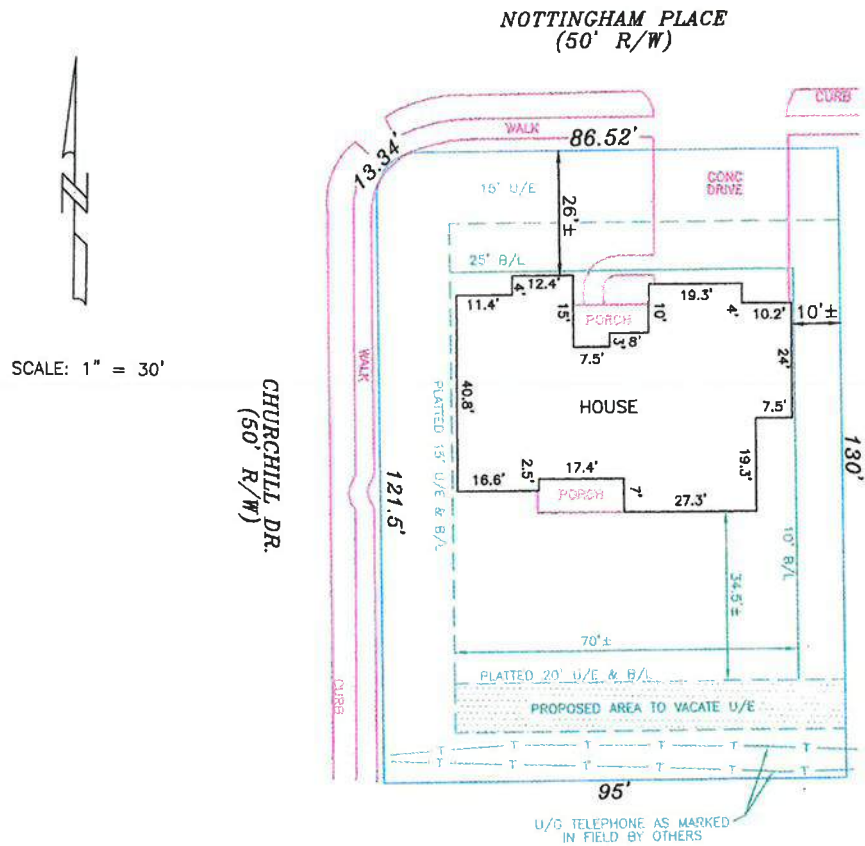
Dale Copeland, Mayor

ATTEST:

City Clerk
(SEAL)

EXHIBIT A

PLOT PLAN



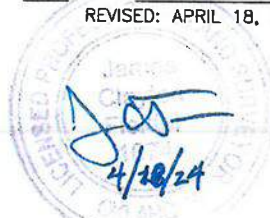
ADDRESS:
5403 NOTTINGHAM PLACE
BARTLESVILLE, OKLAHOMA

PROPERTY DESCRIPTION:
LOT 1, BLOCK 4, THE CORRECTED PLAT
FOR COVINGTON PARK, BARTLESVILLE,
WASHINGTON COUNTY, OKLAHOMA.

PROPOSED AREA OF UTILITY EASEMENT TO VACATE:
THE NORTH 10.00 FEET OF THE SOUTH 20.00 FEET OF LOT 1,
BLOCK 4, THE CORRECTED PLAT FOR COVINGTON PARK,
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT
THE WEST 15.00 FEET THEREOF.

I, JAMES C. FIELDER, LICENSED PROFESSIONAL LAND SURVEYOR NO.
1674 IN THE STATE OF OKLAHOMA, HAVE MADE A PLOT PLAN OF THE
HEREON DESCRIBED TRACT OF LAND AND THE INFORMATION SHOWN IS
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 29TH DAY OF MARCH, 20 24.
REVISED: APRIL 18, 2024



C.A. NO. 8833 - EXPIRES 6/30/24

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

CASE NO. TA-0924-0001: Public hearing and possible action on proposed text amendments to the Zoning Regulations for the City of Bartlesville. The proposed revisions shall include modifications to Section 7.3 (Child and Adult Care Facilities) and Section 4.2 (Permitted Uses in Residential Districts).

Attachments:

- Ordinance with Exhibit A & Exhibit B Attachments showing proposed amendments
- Planning Commission Staff Report and Attachments

II. STAFF COMMENTS AND ANALYSIS

City Staff is proposing text amendments to the Zoning Regulations pertaining to residentially-based child care facilities in an effort to reduce regulatory burden on child care providers and align local regulations with the minimum standards required by Oklahoma State Statute, Title 10, Chapter 18 and the Oklahoma Department of Human Services.

Additionally, the Bartlesville NEXT Strategic Plan indicates Child Care as the highest priority under Emerging Issues. The Strategic Plan also noted that approaches to addressing the local child care shortage could include collaborating with local groups to help find solutions to and helping to advocate for reform of child care regulations that act as barriers to new facilities. To this end, Staff has collaborated with the Strategic Childcare Committee, coordinated by the City Manager's office, and received feedback that the proposed amendments are favorable.

Attached is the Staff Report provided to the Planning Commission with more detailed information as well as a draft ordinance with Exhibits A & B showing the proposed changes to the zoning regulations.

III. RECOMMENDED ACTION

The Bartlesville City Planning Commission held a public hearing on this proposed zoning text amendment on Tuesday, September 24, 2024. No one spoke during the public hearing for this item. Staff recommended approval of the proposed amendments to the Zoning Regulations and the Planning Commission recommended approval by a vote of 5-0.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 4.2 AND 7.3 OF THE ZONING REGULATIONS FOR THE CITY OF BARTLESVILLE, PERTAINING TO RESIDENTIALLY-BASED CHILD CARE FACILITIES.

WHEREAS, the Bartlesville City Planning Commission held a public hearing on September 24, 2024, to consider proposed amendments to the Zoning Regulations of the City of Bartlesville; and

WHEREAS, the City Council reviewed the Planning Commission's recommendation of approval, and after conducting a second public hearing on October 7, 2024, concluded the proposed amendments to be appropriate;

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

Section 1. That Section 4.2, Permitted Uses in Residential Districts, of the Zoning Regulations are hereby amended as shown in Exhibit A attached hereto.

Section 2. That Section 7.3, Child Care and Adult Care Facilities, of the Zoning Regulations are hereby amended as shown in Exhibit B attached hereto.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 7th day of October, 2024.

Dale Copeland, Mayor

ATTEST:

Jason Muninger, CFO/City Clerk

TABLE 4.2-TABLE OF PERMITTED USES IN RESIDENTIAL DISTRICTS

PERMITTED USES	SPECIAL PROVISIONS		RESIDENTIAL DISTRICTS			
	SPECIAL CONDITIONS (See Sec.)	PARKING SPACES REQUIRED (See Sec. 7.4.2)	RA	RE/RS	RM 1/	RT 1/
Accessory uses, in addition to those accessory uses set forth specifically in this list.	None	None	X	X	X	X
Agricultural Implement Sales and Repair	10.5	None	S			
Agriculture: accessory uses including storage.	None	None	X	X	X	X
Agriculture: animal and poultry husbandry, beekeeping, dairying and pasturage, but not including retail sales on the premises or the feeding of offal or garbage.	None	None	X			
Agriculture: field crops, floriculture, greenhouse, horticulture, nursery, truck gardening or viticulture, but not including retail sales on the premises.	None	None	X	X	X	X
Agriculture: retail sales of agricultural products raised on the premises.	None	None	X			
Airport or aircraft landing strip.	7.7.1(1)	None	X			
Animal Hospital, Pound or Shelter	7.7.1(2), 10.5	None	S			
Art gallery or museum, public.	7.7.1(21)	One/200 sq. ft. floor area			X	X
Auditorium, arena, coliseum, theater or similar facility.	7.7.1(20) 7.7.1(21)	One/4 seats			X	X
Bait shop.	10.5	None	S			
Batching plant, asphaltic or Portland Cement concrete, non-commercial, temporary.	7.7.2(3)	None	X	X	X	X
Bed and Breakfast; see Major Home Occupation	7.7.1(24) & 10.5		S	S	S	S
Blacksmith, Horseshoeing.	10.5	None	S			
Cemetery, columbarium or mausoleum.	7.7.1(6)	None	X			
Ceramic Crafts, manufacture and sale on premises.	10.5	One/300 sq. ft. of floor area	S			
Child/Adult Care Facilities						
Residentially-Based Facilities		7.2, 7.3				
a) Family Child Care Home	7.2, 7.3	7.2, 7.3	X	X	X	X
b) Large Child Care Home	7.2, 7.3, 10.5	One/1.5	S	S	S	S
-Commercial	7.3, 10.5	employee	S	S	S	S
Church or other place of worship.	7.7.1(7)	One/4 seats in sanctuary	X	X	X	X
Club or Lodge; Private, except those whose chief activity is carried on as a business.	7.7.1(8) 10.5	One/500 sq. ft. of floor area	S	S	S	S
College or University:						
a) Auditorium or similar facility.	7.7.1(9), 7.7.1(20), 7.7.1(21)	One/3 Seats	X	X	X	X
b) Dormitory, fraternity, sorority.	7.7.1(10)	One/3 Beds	X	X	X	X
c) All other facilities other than stadium.	7.7.1(9)	One/500 sq. ft. floor area	X	X	X	X
Community building, public.	7.7.1(21)	One/400 sq. ft. floor area	X	X	X	X
Construction building and/or yard, temporary.	7.7.2(3)	None	X	X	X	X
Dwelling, multi-family, including duplex	None	Three/2 dwelling units			X	X

TABLE 4.2-TABLE OF PERMITTED USES IN RESIDENTIAL DISTRICTS

PERMITTED USES	SPECIAL PROVISIONS		RESIDENTIAL DISTRICTS			
	SPECIAL CONDITIONS (See Sec.)	PARKING SPACES REQUIRED (See Sec. 7.4.2)	RA	RE/RS	RM 1/	RT 1/
Accessory uses, in addition to those accessory uses set forth specifically in this list.	None	None	X	X	X	X
Agricultural Implement Sales and Repair	10.5	None	S			
Agriculture: accessory uses including storage.	None	None	X	X	X	X
Agriculture: animal and poultry husbandry, beekeeping, dairying and pasturage, but not including retail sales on the premises or the feeding of offal or garbage.	None	None	X			
Agriculture: field crops, floriculture, greenhouse, horticulture, nursery, truck gardening or viticulture, but not including retail sales on the premises.	None	None	X	X	X	X
Agriculture: retail sales of agricultural products raised on the premises.	None	None	X			
Airport or aircraft landing strip.	7.7.1(1)	None	X			
Animal Hospital, Pound or Shelter	7.7.1(2), 10.5	None	S			
Art gallery or museum, public.	7.7.1(21)	One/200 sq. ft. floor area			X	X
Auditorium, arena, coliseum, theater or similar facility.	7.7.1(20) 7.7.1(21)	One/4 seats			X	X
Bait shop.	10.5	None	S			
Batching plant, asphaltic or Portland Cement concrete, non-commercial, temporary.	7.7.2(3)	None	X	X	X	X
Bed and Breakfast: see Major Home Occupation	7.7.1(24) & 10.5		S	S	S	S
Blacksmith, Horseshoeing.	10.5	None	S			
Cemetery, columbarium or mausoleum.	7.7.1(6)	None	X			
Ceramic Crafts, manufacture and sale on premises.	10.5	One/300 sq. ft. of floor area	S			
Child/Adult Care Facilities Residentially-Based Facilities a) Family Child Care Home b) Large Child Care Home -Commercial Facilities	7.2, 7.3 7.2, 7.3, 10.5 7.3, 10.5	7.2, 7.3 7.37.2, 7.3 One/1.5 employee	X S S	X S S	X S S	X S S
Church or other place of worship.	7.7.1(7)	One/4 seats in sanctuary	X	X	X	X
Club or Lodge; Private, except those whose chief activity is carried on as a business.	7.7.1(8) 10.5	One/500 sq. ft. of floor area	S	S	S	S
College or University:						
a) Auditorium or similar facility.	7.7.1(9), 7.7.1(20), 7.7.1(21)	One/3 Seats	X	X	X	X
b) Dormitory, fraternity, sorority.	7.7.1(10)	One/3 Beds	X	X	X	X
c) All other facilities other than stadium.	7.7.1(9)	One/500 sq. ft. floor area	X	X	X	X

EXHIBIT A**Section 4.2**
Amended Regulations**TABLE 4.2-TABLE OF PERMITTED USES IN RESIDENTIAL DISTRICTS**

PERMITTED USES	SPECIAL PROVISIONS		RESIDENTIAL DISTRICTS			
	SPECIAL CONDITIONS (See Sec.)	PARKING SPACES REQUIRED (See Sec. 7.4.2)	RA	RE/RS	RM 1/	RT 1/
Accessory uses, in addition to those accessory uses set forth specifically in this list.	None	None	X	X	X	X
Agricultural Implement Sales and Repair	10.5	None	S			
Agriculture: accessory uses including storage.	None	None	X	X	X	X
Agriculture: animal and poultry husbandry, beekeeping, dairying and pasturage, but not including retail sales on the premises or the feeding of offal or garbage.	None	None	X			
Agriculture: field crops, floriculture, greenhouse, horticulture, nursery, truck gardening or viticulture, but not including retail sales on the premises.	None	None	X	X	X	X
Agriculture: retail sales of agricultural products raised on the premises.	None	None	X			
Airport or aircraft landing strip.	7.7.1(1)	None	X			
Animal Hospital, Pound or Shelter	7.7.1(2), 10.5	None	S			
Art gallery or museum, public.	7.7.1(21)	One/200 sq. ft. floor area			X	X
Auditorium, arena, coliseum, theater or similar facility.	7.7.1(20) 7.7.1(21)	One/4 seats			X	X
Bait shop.	10.5	None	S			
Batching plant, asphaltic or Portland Cement concrete, non-commercial, temporary.	7.7.2(3)	None	X	X	X	X
Bed and Breakfast; see Major Home Occupation	7.7.1(24) & 10.5		S	S	S	S
Blacksmith, Horseshoeing.	10.5	None	S			
Cemetery, columbarium or mausoleum.	7.7.1(6)	None	X			
Ceramic Crafts, manufacture and sale on premises.	10.5	One/300 sq. ft. of floor area	S			
Child/Adult Care Facilities Residentially-Based Facilities Commercial Facilities	7.2, 7.3 7.3, 10.5	7.2, 7.3 7.3	X S	X S	X S	X S
Church or other place of worship.	7.7.1(7)	One/4 seats in sanctuary	X	X	X	X
Club or Lodge; Private, except those whose chief activity is carried on as a business.	7.7.1(8) 10.5	One/500 sq. ft. of floor area	S	S	S	S
College or University:						
a) Auditorium or similar facility.	7.7.1(9), 7.7.1(20), 7.7.1(21)	One/3 Seats	X	X	X	X
b) Dormitory, fraternity, sorority.	7.7.1(10)	One/3 Beds	X	X	X	X
c) All other facilities other than stadium.	7.7.1(9)	One/500 sq. ft. floor area	X	X	X	X

7.3 Child Care and Adult Care Facilities

7.3.1 *Residentially-Based Child or Adult Care Facilities.* Where child or adult care facilities are provided as an accessory use in a residential structure occupied principally as a residential use, said facilities shall be approved pursuant to the Home Occupation Regulations contained in Section 7.2 and as modified herein. The State of Oklahoma Licensing Requirements for Family Child Care Homes and Large Child Care Homes, and any amendments thereto, are hereby adopted, except as modified herein.

7.3.1.1 *Family Child Care Home.* A Family Child Care Home is a family home which provides care and protection for seven or fewer children for part of the 24-hour day. The total number of children in a family child care home includes children under five years of age who live in the home and are present in the home while children are in care, foster children twelve years of age and younger who live in the home and are present in the home while children are in care; and the children of any substitute or assistant caregiver.

A Family Child Care Home shall be a permitted use in all residential zoning districts as a Minor Home Occupation subject to compliance with the performance criteria for a Minor Home Occupation, except as modified by the following conditions:

1. Approved hours of operation for a Family Child Care Home shall be between the hours of 7:00 a.m. and 7:00 p.m. Traffic associated with pickup and delivery of children to this family child care home shall also be limited to these hours of operation. Traffic associated with the Family Child Care Home shall not exceed an average of one (1) vehicle per hour during approved hours of operation.
2. Sufficient off-street parking area must be provided by on-site to accommodate all traffic coming to and from the Family Child Care Home for the pick-up and delivery of children. If such off-street parking is not available on site due to the size or location of the site, such off-street parking can be provided on other property not more than four hundred (400) feet distant from the site with the written consent of the property owner. On-street parking shall not be utilized in conjunction with the operation of a Family Child Care Home.
3. All outdoor play areas for the Family Child Care Home shall be permitted only in an approved rear or side yard and shall be enclosed with a cyclone or comparable fencing at least 4 feet high.
4. The performance criteria for a Minor Home Occupation concerning sewerage and water usage (Section 7.2.2.A.10), or noise, vibration, glare, fumes, odors, or electrical interference (Section 7.2.2.A.11) shall not apply to a Family Child Care Home, except to the extent that such is determined to be remarkable for a Family Child Care Home by the Community Development Director or his/her designee.
5. Signage for a Family Child Care Home shall be limited to that permitted by the Minor Home Occupation performance criteria.
6. A Family Child Care Home shall comply with all applicable Federal, State and Local regulations, codes, and requirements.
7. A copy of the approved license issued by the State of Oklahoma, Department of Human Services, Washington County, shall be provided with the application for a Minor Home Occupation for a Family Child Care Home.

Modifications to these conditions shall be permitted only with approval from the Board of Adjustment as a Major Home Occupation.

7.3.1.2 *Large Child Care Home.* A Large Child Care Home is a residential family home that provides care and supervision for eight to twelve children for part of the 24-hour day. The total number of children in a family child care home includes children under five years of age who live in the home and are present in the home while children are in care, foster children twelve years of age and younger who live in the home and are present in the home while children are in care; and the children of any substitute or assistant caregiver.

A Large Child Care Home shall be permitted in all residential zoning districts subject to the granting of a Special Zoning Permit by the Board of Adjustment as a Major Home Occupation subject to compliance with the performance criteria for a Major Home Occupation, except as modified by the following conditions:

1. Approved hours of operation for a Family Child Care Home may include any part, but not all, of the 24-hour day, as declared in the approved Major Home Occupation Permit. Traffic associated with pickup and delivery of children to this Large Child Care Home shall also be limited to these approved

- hours of operation. Traffic associated with the Large Child Care Home shall not exceed an average of one (1) vehicle per hour during approved hours of operation.
2. Sufficient off-street parking area must be provided by on-site to accommodate all traffic coming to and from the Large Child Care Home for the pick-up and delivery of children. If such off-street parking is not available on site due to the size or location of the site, such off-street parking can be provided on other property not more than four hundred (400) feet distant from the site with the written consent of the property owner. On-street parking shall not be utilized in conjunction with the operation of a Large Child Care Home.
 3. All outdoor play areas for the Large Child Care Home shall be permitted only in an approved rear or side yard and shall be enclosed with an opaque fence at least six (6) feet high.
 4. The performance criteria for a Major Home Occupation concerning sewerage and water usage (Section 7.2.2.B.10), or noise, vibration, glare, fumes, odors, or electrical interference (Section 7.2.2.B.11) shall not apply to a Large Child Care Home, except to the extent that such is determined to be remarkable for a Large Child Care Home by the Community Development Director or his/her designee.
 5. Signage for a Family Child Care Home shall be limited to that declared in the approved Major Home Occupation Permit.
 6. A Large Child Care Home shall comply with all applicable Federal, State and Local regulations, codes, and requirements.
 7. A copy of the approved license issued by the State of Oklahoma, Department of Human Services, Washington County, shall be provided with the application for a Major Home Occupation for a Large Child Care Home.

7.3.1.3 Adult Care Facilities. Residentially-based care facilities that provide care for adults for part of the 24 hour day shall be treated as family home facilities that provide care for children as set forth in Sections A and B above.

- 7.3.2 Commercial Child or Adult Care Facilities.* Where child or adult care facilities are provided as the principal use of a structure, said facilities shall be located where permitted in Tables 4.2 and 6.2. Such facilities shall be approved pursuant to any applicable State of Oklahoma Licensing Requirements, and any amendments thereto, except as modified herein.

7.3.2.1 Commercial Child or Adult Care Facilities may be permitted in a residential district as shown in Table 4.2 with approval of a Special Zoning Permit subject to the following conditions:

1. The site must be at least 10,000 square feet in area.
2. A solid wall or fence at least six (6) feet high shall be provided and maintained between any outdoor play area on the site and any contiguous property line in a residential district.
3. The site shall have its main ingress and egress on a major thoroughfare, or on a collector street not more than 2,640 feet (1/2 mile) distant (by the shortest route) from a major thoroughfare.

7.3.2.2 Commercial child or adult care facilities shall be permitted in any non-residential zoning district as shown in Table 6.2 without additional conditions.

(Remainder of page left blank intentionally.)

EXHIBIT B

Section 7.3

Amendment Mark-up

7.3 Child Care and Adult Care Facilities

7.3.1 *Residentially-Based Child or Adult Care Facilities.* Where child or adult care facilities are provided as an accessory use in a residential structure occupied principally as a residential use, said facilities shall be approved pursuant to the Home Occupation Regulations contained in Section 7.2 and as modified herein. The State of Oklahoma Licensing Requirements for Family Child Care Homes and Large Child Care Homes, and any amendments thereto, are hereby adopted, except as modified herein.

7.3.1.1 ~~Family-Child Care Home.~~ A ~~Family-Child Care Home~~ includes both Family Child Care Homes and Large Child Care Homes as defined by the State of Oklahoma, and is a family home which provides care and ~~protection-supervision for seven or fewer~~ children for part of the 24-hour ~~day-day, complying with the minimum requirements set forth by the State of Oklahoma Department of Human Services (OKDHS).~~ The total number of children in a family child care home includes children under five years of age who live in the home and are present in the home while children are in care, foster children twelve years of age and younger who live in the home and are present in the home while children are in care; and the children of any substitute or assistant caregiver.

A ~~Family-Child Care Home~~ shall be a permitted use in all residential zoning districts as a Minor Home Occupation subject to compliance with the performance criteria for a Minor Home Occupation, except as modified by the following conditions:

1. Approved hours of operation for a ~~Family-Child Care Home~~ shall be between the hours of ~~76:00~~ a.m. and ~~78:00~~ p.m. Traffic associated with pickup and delivery of children to this family child care home shall also be limited to these hours of operation. ~~Traffic associated with the Family-Child Care Home shall not exceed an average of one (1) vehicle per hour during approved hours of operation.~~
2. ~~On-street parking is permitted for~~ Sufficient off-street parking area must be provided by on-site to accommodate all traffic coming to and from the Family Child Care Home for the pick-up and delivery of children ~~if off-street parking is not feasible.~~ If such off-street parking is not available on-site due to the size or location of the site, such off-street parking can be provided on other property not more than four hundred (400) feet distant from the site with the written consent of the property owner. On-street parking shall not be utilized in conjunction with the operation of a Family Child Care Home.
3. ~~Play areas shall be enclosed with safe fencing; flexibility in materials and height is allowed, provided safety is ensured and OKDHS requirements are met. Unless in conflict with OKDHS requirements, any site perimeter fencing shall meet requirements set forth in Section 9.5.3.~~
3. ~~All outdoor play areas for the Family Child Care Home shall be permitted only in an approved rear or side yard and shall be enclosed with a cyclone or comparable fencing at least 4 feet high.~~
4. The performance criteria for a Minor Home Occupation concerning sewerage and water usage (Section 7.2.2.A.10), or noise, vibration, glare, fumes, odors, or electrical interference (Section 7.2.2.A.11) shall not apply to a ~~Family-Child Care Home~~, except to the extent that such is determined to be remarkable for a ~~Family-Child Care Home~~ by the Community Development Director or his/her designee.
5. Signage for a Child Care Home shall be limited to that permitted by the Minor Home Occupation performance criteria.
6. A ~~Family-Child Care Home~~ shall comply with all applicable Federal, State and Local regulations, codes, and requirements.
7. A copy of the approved license issued by the State of Oklahoma, Department of Human Services, Washington County, shall be provided with the application for a Minor Home Occupation for a ~~Family-Child Care Home~~.

Modifications to these conditions shall be permitted only with approval from the Board of Adjustment as a Major Home Occupation.

~~7.3.1.2 Large Child Care Home.~~ A Large Child Care Home is a residential family home that provides care and supervision for eight to twelve children for part of the 24-hour day. The total number of children in a family child care home includes children under five years of age who live in the home and are present in the home while children are in care, foster children twelve years of age and younger who live in the home and are present in the home while children are in care; and the children of any substitute or assistant caregiver.

~~A Large Child Care Home shall be permitted in all residential zoning districts subject to the granting of a Special Zoning Permit by the Board of Adjustment as a Major Home Occupation subject to compliance with the performance criteria for a Major Home Occupation, except as modified by the following conditions:~~

EXHIBIT B

Section 7.3

Amendment Mark-up

- ~~1. Approved hours of operation for a Family Child Care Home may include any part, but not all, of the 24-hour day, as declared in the approved Major Home Occupation Permit. Traffic associated with pickup and delivery of children to this Large Child Care Home shall also be limited to these approved hours of operation. Traffic associated with the Large Child Care Home shall not exceed an average of one (1) vehicle per hour during approved hours of operation.~~
- ~~2. Sufficient off-street parking area must be provided by on-site to accommodate all traffic coming to and from the Large Child Care Home for the pick-up and delivery of children. If such off-street parking is not available on-site due to the size or location of the site, such off-street parking can be provided on other property not more than four hundred (400) feet distant from the site with the written consent of the property owner. On-street parking shall not be utilized in conjunction with the operation of a Large Child Care Home.~~
- ~~3. All outdoor play areas for the Large Child Care Home shall be permitted only in an approved rear or side yard and shall be enclosed with an opaque fence at least six (6) feet high.~~
- ~~4. The performance criteria for a Major Home Occupation concerning sewerage and water usage (Section 7.2.2.B.10), or noise, vibration, glare, fumes, odors, or electrical interference (Section 7.2.2.B.11) shall not apply to a Large Child Care Home, except to the extent that such is determined to be remarkable for a Large Child Care Home by the Community Development Director or his/her designee.~~
- ~~5. Signage for a Family Child Care Home shall be limited to that declared in the approved Major Home Occupation Permit.~~
- ~~6. A Large Child Care Home shall comply with all applicable Federal, State and Local regulations, codes, and requirements.~~
- ~~7. A copy of the approved license issued by the State of Oklahoma, Department of Human Services, Washington County, shall be provided with the application for a Major Home Occupation for a Large Child Care Home.~~

~~7.3.1~~ 7.3.1.2 *Adult Care Facilities.* Residentially-based care facilities that provide care for adults for part of the 24 hour day shall be treated as family home facilities that provide care for children as set forth in Section 7.3.1.1.

7.3.2 *Commercial Child or Adult Care Facilities.* Where child or adult care facilities are provided as the principal use of a structure, said facilities shall be located where permitted in Tables 4.2 and 6.2. Such facilities shall be approved pursuant to any applicable State of Oklahoma Licensing Requirements, and any amendments thereto, except as modified herein.

7.3.2.1 Commercial Child or Adult Care Facilities may be permitted in a residential district as shown in Table 4.2 with approval of a Special Zoning Permit subject to the following conditions:

1. The site must be at least 10,000 square feet in area.
2. A solid wall or fence at least six (6) feet high shall be provided and maintained between any outdoor play area on the site and any contiguous property line in a residential district.
3. The site shall have its main ingress and egress on a major thoroughfare, or on a collector street not more than 2,640 feet (1/2 mile) distant (by the shortest route) from a major thoroughfare.
4. One parking space per 1.5 employees shall be required.

~~7.3.2.2~~ Commercial child or adult care facilities shall be permitted in any non-residential zoning district as shown in Table 6.2 without additional conditions.

~~7.3.2~~ 7.3.2.2

EXHIBIT B

Section 7.3 Amended Regulations

7.3 Child Care and Adult Care Facilities

7.3.1 *Residentially-Based Child or Adult Care Facilities.* Where child or adult care facilities are provided as an accessory use in a residential structure occupied principally as a residential use, said facilities shall be approved pursuant to the Home Occupation Regulations contained in Section 7.2 and as modified herein. The State of Oklahoma Licensing Requirements for Family Child Care Homes and Large Child Care Homes, and any amendments thereto, are hereby adopted, except as modified herein.

7.3.1.1 *Child Care Home.* A Child Care Home includes both Family Child Care Homes and Large Child Care Homes as defined by the State of Oklahoma, and is a family home which provides care and supervision for children for part of the 24-hour day, complying with the minimum requirements set forth by the State of Oklahoma Department of Human Services (OKDHS).

A Child Care Home shall be a permitted use in all residential zoning districts as a Minor Home Occupation subject to compliance with the performance criteria for a Minor Home Occupation, except as modified by the following conditions:

1. Approved hours of operation for a Child Care Home shall be between the hours of 6:00 a.m. and 8:00 p.m. Traffic associated with pickup and delivery of children to this family child care home shall also be limited to these hours of operation.
2. On-street parking is permitted for the pick-up and delivery of children if off-street parking is not feasible.
3. Play areas shall be enclosed with safe fencing; flexibility in materials and height is allowed, provided safety is ensured and OKDHS requirements are met. Unless in conflict with OKDHS requirements, any site perimeter fencing shall meet requirements set forth in Section 9.5.3.
4. The performance criteria for a Minor Home Occupation concerning sewerage and water usage (Section 7.2.2.A.10), or noise, vibration, glare, fumes, odors, or electrical interference (Section 7.2.2.A.11) shall not apply to a Child Care Home, except to the extent that such is determined to be remarkable for a Child Care Home by the Community Development Director or his/her designee.
5. Signage for a Child Care Home shall be limited to that permitted by the Minor Home Occupation performance criteria.
6. A Child Care Home shall comply with all applicable Federal, State and Local regulations, codes, and requirements.
7. A copy of the approved license issued by the State of Oklahoma, Department of Human Services, Washington County, shall be provided with the application for a Minor Home Occupation for a Child Care Home.

Modifications to these conditions shall be permitted only with approval from the Board of Adjustment as a Major Home Occupation.

7.3.1.2 *Adult Care Facilities.* Residentially-based care facilities that provide care for adults for part of the 24 hour day shall be treated as family home facilities that provide care for children as set forth in Section 7.3.1.1.

7.3.2 *Commercial Child or Adult Care Facilities.* Where child or adult care facilities are provided as the principal use of a structure, said facilities shall be located where permitted in Tables 4.2 and 6.2. Such facilities shall be approved pursuant to any applicable State of Oklahoma Licensing Requirements, and any amendments thereto, except as modified herein.

7.3.2.1 *Commercial Child or Adult Care Facilities* may be permitted in a residential district as shown in Table 4.2 with approval of a Special Zoning Permit subject to the following conditions:

1. The site must be at least 10,000 square feet in area.
2. A solid wall or fence at least six (6) feet high shall be provided and maintained between any outdoor play area on the site and any contiguous property line in a residential district.
3. The site shall have its main ingress and egress on a major thoroughfare, or on a collector street not more than 2,640 feet (1/2 mile) distant (by the shortest route) from a major thoroughfare.
4. One parking space per 1.5 employees shall be required.

7.3.2.2 Commercial child or adult care facilities shall be permitted in any non-residential zoning district as shown in Table 6.2 without additional conditions.



COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

TO: Bartlesville City Planning Commission

FROM: Micah Snyder, Senior Planner

DATE: September 24, 2024

CASE NO. TA-0924-0001

Subject: Public hearing and possible action on proposed text amendments to the Zoning Regulations for the City of Bartlesville. The proposed revisions shall include modifications to Section 7.3 (Child and Adult Care Facilities) and Section 4.2 (Permitted Uses in Residential Districts).

GENERAL INFORMATION:

City Staff is proposing text amendments to the Zoning Regulations pertaining to residentially-based child care facilities in an effort to reduce regulatory burden on child care providers and align local regulations with the minimum standards required by Oklahoma State Statute, Title 10, Chapter 18 and the Oklahoma Department of Human Services.

Additionally, the Bartlesville NEXT Strategic Plan, adopted by City Council in July 2022, indicated Child Care as the highest priority under Emerging Issues. The Strategic Plan also noted that approaches to addressing the local child care shortage could include collaborating with local groups to help find solutions to and helping to advocate for reform of child care regulations that act as barriers to new facilities. To this end, Staff has collaborated with the Strategic Childcare Committee, coordinated by the City Manager's office, and received feedback that the following proposed amendments are favorable.

Zoning Regulations for residentially-based child care facilities currently have separate requirements for facilities that provide care for seven or fewer children ("Family Child Care Home") and facilities that provide care for eight to twelve children ("Large Child Care Home") for part of the 24-hour day. This distinction is in line with the State of Oklahoma's definitions, but not necessarily its requirements.

Presently, the Zoning Regulations require a Home Occupation Business License for both classifications to operate, however Large Child Care Homes must obtain a Major Home Occupation License as well as a Special Zoning Permit from the Board of Adjustment. Major Home Occupation Business Licenses and Special Zoning Permit applications require a public hearing process that goes before the Board of Adjustment. Family Child Care Homes need only a Minor Home Occupation Business License, which is processed administratively only with no public hearing. The other pertinent difference between the two classifications is that Large Family Child Care Homes are not currently limited in the scope of their hours of operation as long as it is only part of the 24-hour day. Family Child Care Homes are only permitted to operate between the hours of 7:00 a.m. to 7:00 p.m.

Both classifications are currently required to provide sufficient off-street parking spaces for all traffic coming to and from the facility for pick-up and delivery of children, and no on-street parking may be utilized in conjunction with any part of the operations. Both classifications are also required to provide enclosures of specific heights and types around outdoor play areas.

Because these requirements are locally imposed and may add the barrier of unnecessary regulatory burden to potential new facilities, the Zoning Regulations for residentially-based child care facilities are proposed to be amended as follows:

1. Unified Classification for Child Care Homes:

- Remove the distinction between small and large child care homes. All residentially-based child care facilities will be classified as "Child Care Homes," regardless of the number of children. The state of Oklahoma limits this to 12 children in a home.

2. Permitting by Right in Residential Districts:

- The public hearing process to obtain Special Zoning Permit and/or Major Home Occupation License for larger operations can be time consuming and cumbersome. Therefore, Child Care Homes will be permitted by right in all residential zoning districts with a Minor Home Occupation License only, eliminating the need for this process unless the facility wishes to request a modification to the requirements.

3. Updated Performance Standards for Residentially-Based Child Care Minor Home Occupation License:

- Operating Hours: Extend permissible hours of operation from 6:00 a.m. to 8:00 p.m.
 - Facilities that wish to operate outside of these hours may still apply for a Major Home Occupation License to the Board of Adjustment.
- Traffic and Parking: Allow on-street parking for drop-off and pick-up if off-street parking is not feasible. Eliminate the overall prohibition of associated on-street parking.
- Outdoor Play Areas: Eliminate specific requirements for outdoor play area enclosures – Instead, play areas shall be enclosed with safe fencing; flexibility in materials and height is allowed, provided safety is ensured and OKDHS requirements are met.

PUBLIC NOTICE:

A notice of public hearing for amendments to these sections of the Zoning Regulations was published in the Bartlesville Examiner-Enterprise.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed amendments to the Zoning Regulations.

ATTACHMENTS:

- Current Regulations for Residentially-Based Child Care Facilities
- Proposed Changes to Regulations (Redline Version)
- Proposed Changes to Regulations (Clean Version)
- Bartlesville Next Strategic Plan

TABLE 4.2-TABLE OF PERMITTED USES IN RESIDENTIAL DISTRICTS

PERMITTED USES	SPECIAL PROVISIONS		RESIDENTIAL DISTRICTS			
	SPECIAL CONDITIONS (See Sec.)	PARKING SPACES REQUIRED (See Sec. 7.4.2)	RA	RE/RS	RM 1/	RT 1/
Accessory uses, in addition to those accessory uses set forth specifically in this list.	None	None	X	X	X	X
Agricultural Implement Sales and Repair	10.5	None	S			
Agriculture: accessory uses including storage.	None	None	X	X	X	X
Agriculture: animal and poultry husbandry, beekeeping, dairying and pasturage, but not including retail sales on the premises or the feeding of offal or garbage.	None	None	X			
Agriculture: field crops, floriculture, greenhouse, horticulture, nursery, truck gardening or viticulture, but not including retail sales on the premises.	None	None	X	X	X	X
Agriculture: retail sales of agricultural products raised on the premises.	None	None	X			
Airport or aircraft landing strip.	7.7.1(1)	None	X			
Animal Hospital, Pound or Shelter	7.7.1(2), 10.5	None	S			
Art gallery or museum, public.	7.7.1(21)	One/200 sq. ft. floor area			X	X
Auditorium, arena, coliseum, theater or similar facility.	7.7.1(20) 7.7.1(21)	One/4 seats			X	X
Bait shop.	10.5	None	S			
Batching plant, asphaltic or Portland Cement concrete, non-commercial, temporary.	7.7.2(3)	None	X	X	X	X
Bed and Breakfast; see Major Home Occupation	7.7.1(24) & 10.5		S	S	S	S
Blacksmith, Horseshoeing.	10.5	None	S			
Cemetery, columbarium or mausoleum.	7.7.1(6)	None	X			
Ceramic Crafts, manufacture and sale on premises.	10.5	One/300 sq. ft. of floor area	S			
Child/Adult Care Facilities						
Residentially-Based Facilities		7.2, 7.3				
a) Family Child Care Home	7.2, 7.3	7.2, 7.3	X	X	X	X
b) Large Child Care Home	7.2, 7.3, 10.5	One/1.5	S	S	S	S
-Commercial	7.3, 10.5	employee	S	S	S	S
Church or other place of worship.	7.7.1(7)	One/4 seats in sanctuary	X	X	X	X
Club or Lodge; Private, except those whose chief activity is carried on as a business.	7.7.1(8) 10.5	One/500 sq. ft. of floor area	S	S	S	S
College or University:						
a) Auditorium or similar facility.	7.7.1(9), 7.7.1(20), 7.7.1(21)	One/3 Seats	X	X	X	X
b) Dormitory, fraternity, sorority.	7.7.1(10)	One/3 Beds	X	X	X	X
c) All other facilities other than stadium.	7.7.1(9)	One/500 sq. ft. floor area	X	X	X	X
Community building, public.	7.7.1(21)	One/400 sq. ft. floor area	X	X	X	X
Construction building and/or yard, temporary.	7.7.2(3)	None	X	X	X	X
Dwelling, multi-family, including duplex	None	Three/2 dwelling units			X	X

7.3 Child Care and Adult Care Facilities

7.3.1 *Residentially-Based Child or Adult Care Facilities.* Where child or adult care facilities are provided as an accessory use in a residential structure occupied principally as a residential use, said facilities shall be approved pursuant to the Home Occupation Regulations contained in Section 7.2 and as modified herein. The State of Oklahoma Licensing Requirements for Family Child Care Homes and Large Child Care Homes, and any amendments thereto, are hereby adopted, except as modified herein.

7.3.1.1 *Family Child Care Home.* A Family Child Care Home is a family home which provides care and protection for seven or fewer children for part of the 24-hour day. The total number of children in a family child care home includes children under five years of age who live in the home and are present in the home while children are in care, foster children twelve years of age and younger who live in the home and are present in the home while children are in care; and the children of any substitute or assistant caregiver.

A Family Child Care Home shall be a permitted use in all residential zoning districts as a Minor Home Occupation subject to compliance with the performance criteria for a Minor Home Occupation, except as modified by the following conditions:

1. Approved hours of operation for a Family Child Care Home shall be between the hours of 7:00 a.m. and 7:00 p.m. Traffic associated with pickup and delivery of children to this family child care home shall also be limited to these hours of operation. Traffic associated with the Family Child Care Home shall not exceed an average of one (1) vehicle per hour during approved hours of operation.
2. Sufficient off-street parking area must be provided by on-site to accommodate all traffic coming to and from the Family Child Care Home for the pick-up and delivery of children. If such off-street parking is not available on site due to the size or location of the site, such off-street parking can be provided on other property not more than four hundred (400) feet distant from the site with the written consent of the property owner. On-street parking shall not be utilized in conjunction with the operation of a Family Child Care Home.
3. All outdoor play areas for the Family Child Care Home shall be permitted only in an approved rear or side yard and shall be enclosed with a cyclone or comparable fencing at least 4 feet high.
4. The performance criteria for a Minor Home Occupation concerning sewerage and water usage (Section 7.2.2.A.10), or noise, vibration, glare, fumes, odors, or electrical interference (Section 7.2.2.A.11) shall not apply to a Family Child Care Home, except to the extent that such is determined to be remarkable for a Family Child Care Home by the Community Development Director or his/her designee.
5. Signage for a Family Child Care Home shall be limited to that permitted by the Minor Home Occupation performance criteria.
6. A Family Child Care Home shall comply with all applicable Federal, State and Local regulations, codes, and requirements.
7. A copy of the approved license issued by the State of Oklahoma, Department of Human Services, Washington County, shall be provided with the application for a Minor Home Occupation for a Family Child Care Home.

Modifications to these conditions shall be permitted only with approval from the Board of Adjustment as a Major Home Occupation.

7.3.1.2 *Large Child Care Home.* A Large Child Care Home is a residential family home that provides care and supervision for eight to twelve children for part of the 24-hour day. The total number of children in a family child care home includes children under five years of age who live in the home and are present in the home while children are in care, foster children twelve years of age and younger who live in the home and are present in the home while children are in care; and the children of any substitute or assistant caregiver.

A Large Child Care Home shall be permitted in all residential zoning districts subject to the granting of a Special Zoning Permit by the Board of Adjustment as a Major Home Occupation subject to compliance with the performance criteria for a Major Home Occupation, except as modified by the following conditions:

1. Approved hours of operation for a Family Child Care Home may include any part, but not all, of the 24-hour day, as declared in the approved Major Home Occupation Permit. Traffic associated with pickup and delivery of children to this Large Child Care Home shall also be limited to these approved

- hours of operation. Traffic associated with the Large Child Care Home shall not exceed an average of one (1) vehicle per hour during approved hours of operation.
2. Sufficient off-street parking area must be provided by on-site to accommodate all traffic coming to and from the Large Child Care Home for the pick-up and delivery of children. If such off-street parking is not available on site due to the size or location of the site, such off-street parking can be provided on other property not more than four hundred (400) feet distant from the site with the written consent of the property owner. On-street parking shall not be utilized in conjunction with the operation of a Large Child Care Home.
 3. All outdoor play areas for the Large Child Care Home shall be permitted only in an approved rear or side yard and shall be enclosed with an opaque fence at least six (6) feet high.
 4. The performance criteria for a Major Home Occupation concerning sewerage and water usage (Section 7.2.2.B.10), or noise, vibration, glare, fumes, odors, or electrical interference (Section 7.2.2.B.11) shall not apply to a Large Child Care Home, except to the extent that such is determined to be remarkable for a Large Child Care Home by the Community Development Director or his/her designee.
 5. Signage for a Family Child Care Home shall be limited to that declared in the approved Major Home Occupation Permit.
 6. A Large Child Care Home shall comply with all applicable Federal, State and Local regulations, codes, and requirements.
 7. A copy of the approved license issued by the State of Oklahoma, Department of Human Services, Washington County, shall be provided with the application for a Major Home Occupation for a Large Child Care Home.

7.3.1.3 Adult Care Facilities. Residentially-based care facilities that provide care for adults for part of the 24 hour day shall be treated as family home facilities that provide care for children as set forth in Sections A and B above.

7.3.2 Commercial Child or Adult Care Facilities. Where child or adult care facilities are provided as the principal use of a structure, said facilities shall be located where permitted in Tables 4.2 and 6.2. Such facilities shall be approved pursuant to any applicable State of Oklahoma Licensing Requirements, and any amendments thereto, except as modified herein.

7.3.2.1 Commercial Child or Adult Care Facilities may be permitted in a residential district as shown in Table 4.2 with approval of a Special Zoning Permit subject to the following conditions:

1. The site must be at least 10,000 square feet in area.
2. A solid wall or fence at least six (6) feet high shall be provided and maintained between any outdoor play area on the site and any contiguous property line in a residential district.
3. The site shall have its main ingress and egress on a major thoroughfare, or on a collector street not more than 2,640 feet (1/2 mile) distant (by the shortest route) from a major thoroughfare.

7.3.2.2 Commercial child or adult care facilities shall be permitted in any non-residential zoning district as shown in Table 6.2 without additional conditions.

(Remainder of page left blank intentionally.)

TABLE 4.2-TABLE OF PERMITTED USES IN RESIDENTIAL DISTRICTS

PERMITTED USES	SPECIAL PROVISIONS		RESIDENTIAL DISTRICTS			
	SPECIAL CONDITIONS (See Sec.)	PARKING SPACES REQUIRED (See Sec. 7.4.2)	RA	RE/RS	RM 1/	RT 1/
Accessory uses, in addition to those accessory uses set forth specifically in this list.	None	None	X	X	X	X
Agricultural Implement Sales and Repair	10.5	None	S			
Agriculture: accessory uses including storage.	None	None	X	X	X	X
Agriculture: animal and poultry husbandry, beekeeping, dairying and pasturage, but not including retail sales on the premises or the feeding of offal or garbage.	None	None	X			
Agriculture: field crops, floriculture, greenhouse, horticulture, nursery, truck gardening or viticulture, but not including retail sales on the premises.	None	None	X	X	X	X
Agriculture: retail sales of agricultural products raised on the premises.	None	None	X			
Airport or aircraft landing strip.	7.7.1(1)	None	X			
Animal Hospital, Pound or Shelter	7.7.1(2), 10.5	None	S			
Art gallery or museum, public.	7.7.1(21)	One/200 sq. ft. floor area			X	X
Auditorium, arena, coliseum, theater or similar facility.	7.7.1(20) 7.7.1(21)	One/4 seats			X	X
Bait shop.	10.5	None	S			
Batching plant, asphaltic or Portland Cement concrete, non-commercial, temporary.	7.7.2(3)	None	X	X	X	X
Bed and Breakfast: see Major Home Occupation	7.7.1(24) & 10.5		S	S	S	S
Blacksmith, Horseshoeing.	10.5	None	S			
Cemetery, columbarium or mausoleum.	7.7.1(6)	None	X			
Ceramic Crafts, manufacture and sale on premises.	10.5	One/300 sq. ft. of floor area	S			
Child/Adult Care Facilities Residentially-Based Facilities a) Family Child Care Home b) Large Child Care Home -Commercial Facilities	7.2, 7.3 7.2, 7.3, 10.5 7.3, 10.5	7.2, 7.3 7.37.2, 7.3 One/1.5 employee	X S S	X S S	X S S	X S S
Church or other place of worship.	7.7.1(7)	One/4 seats in sanctuary	X	X	X	X
Club or Lodge; Private, except those whose chief activity is carried on as a business.	7.7.1(8) 10.5	One/500 sq. ft. of floor area	S	S	S	S
College or University:						
a) Auditorium or similar facility.	7.7.1(9), 7.7.1(20), 7.7.1(21)	One/3 Seats	X	X	X	X
b) Dormitory, fraternity, sorority.	7.7.1(10)	One/3 Beds	X	X	X	X
c) All other facilities other than stadium.	7.7.1(9)	One/500 sq. ft. floor area	X	X	X	X

7.3 Child Care and Adult Care Facilities

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A ~~Family~~ Child Care Home shall be a permitted use in all residential zoning districts as a Minor Home Occupation subject to compliance with the performance criteria for a Minor Home Occupation, except as modified by the following conditions:

1. Approved hours of operation for a ~~Family~~ Child Care Home shall be between the hours of ~~76:00~~ a.m. and ~~78:00~~ p.m. Traffic associated with pickup and delivery of children to this family child care home shall also be limited to these hours of operation. ~~Traffic associated with the Family-Child Care Home shall not exceed an average of one (1) vehicle per hour during approved hours of operation.~~
2. ~~On-street parking is permitted for~~ Sufficient off-street parking area must be provided by on-site to accommodate all traffic coming to and from the Family Child Care Home for the pick-up and delivery of children ~~if off-street parking is not feasible.~~ If such off-street parking is not available on-site due to the size or location of the site, such off-street parking can be provided on other property not more than four hundred (400) feet distant from the site with the written consent of the property owner. ~~On-street parking shall not be utilized in conjunction with the operation of a Family-Child Care Home.~~
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Modifications to these conditions shall be permitted only with approval from the Board of Adjustment as a Major Home Occupation.

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7. ~~A copy of the approved license issued by the State of Oklahoma, Department of Human Services, Washington County, shall be provided with the application for a Major Home Occupation for a Large Child Care Home.~~

~~7.3.1~~ 7.3.1.2 *Adult Care Facilities.* Residentially-based care facilities that provide care for adults for part of the 24 hour day shall be treated as family home facilities that provide care for children as set forth in Section 7.3.1.1.

7.3.2 *Commercial Child or Adult Care Facilities.* Where child or adult care facilities are provided as the principal use of a structure, said facilities shall be located where permitted in Tables 4.2 and 6.2. Such facilities shall be approved pursuant to any applicable State of Oklahoma Licensing Requirements, and any amendments thereto, except as modified herein.

7.3.2.1 Commercial Child or Adult Care Facilities may be permitted in a residential district as shown in Table 4.2 with approval of a Special Zoning Permit subject to the following conditions:

1. The site must be at least 10,000 square feet in area.
2. A solid wall or fence at least six (6) feet high shall be provided and maintained between any outdoor play area on the site and any contiguous property line in a residential district.
3. The site shall have its main ingress and egress on a major thoroughfare, or on a collector street not more than 2,640 feet (1/2 mile) distant (by the shortest route) from a major thoroughfare.
4. One parking space per 1.5 employees shall be required.

~~7.3.2.2~~ Commercial child or adult care facilities shall be permitted in any non-residential zoning district as shown in Table 6.2 without additional conditions.

~~7.3.2~~ 7.3.2.2

TABLE 4.2-TABLE OF PERMITTED USES IN RESIDENTIAL DISTRICTS

PERMITTED USES	SPECIAL PROVISIONS		RESIDENTIAL DISTRICTS			
	SPECIAL CONDITIONS (See Sec.)	PARKING SPACES REQUIRED (See Sec. 7.4.2)	RA	RE/RS	RM 1/	RT 1/
Accessory uses, in addition to those accessory uses set forth specifically in this list.	None	None	X	X	X	X
Agricultural Implement Sales and Repair	10.5	None	S			
Agriculture: accessory uses including storage.	None	None	X	X	X	X
Agriculture: animal and poultry husbandry, beekeeping, dairying and pasturage, but not including retail sales on the premises or the feeding of offal or garbage.	None	None	X			
Agriculture: field crops, floriculture, greenhouse, horticulture, nursery, truck gardening or viticulture, but not including retail sales on the premises.	None	None	X	X	X	X
Agriculture: retail sales of agricultural products raised on the premises.	None	None	X			
Airport or aircraft landing strip.	7.7.1(1)	None	X			
Animal Hospital, Pound or Shelter	7.7.1(2), 10.5	None	S			
Art gallery or museum, public.	7.7.1(21)	One/200 sq. ft. floor area			X	X
Auditorium, arena, coliseum, theater or similar facility.	7.7.1(20) 7.7.1(21)	One/4 seats			X	X
Bait shop.	10.5	None	S			
Batching plant, asphaltic or Portland Cement concrete, non-commercial, temporary.	7.7.2(3)	None	X	X	X	X
Bed and Breakfast; see Major Home Occupation	7.7.1(24) & 10.5		S	S	S	S
Blacksmith, Horseshoeing.	10.5	None	S			
Cemetery, columbarium or mausoleum.	7.7.1(6)	None	X			
Ceramic Crafts, manufacture and sale on premises.	10.5	One/300 sq. ft. of floor area	S			
Child/Adult Care Facilities Residentially-Based Facilities Commercial Facilities	7.2, 7.3 7.3, 10.5	7.2, 7.3 7.3	X S	X S	X S	X S
Church or other place of worship.	7.7.1(7)	One/4 seats in sanctuary	X	X	X	X
Club or Lodge; Private, except those whose chief activity is carried on as a business.	7.7.1(8) 10.5	One/500 sq. ft. of floor area	S	S	S	S
College or University:						
a) Auditorium or similar facility.	7.7.1(9), 7.7.1(20), 7.7.1(21)	One/3 Seats	X	X	X	X
b) Dormitory, fraternity, sorority.	7.7.1(10)	One/3 Beds	X	X	X	X
c) All other facilities other than stadium.	7.7.1(9)	One/500 sq. ft. floor area	X	X	X	X

7.3 Child Care and Adult Care Facilities

- 7.3.1 *Residentially-Based Child or Adult Care Facilities.* Where child or adult care facilities are provided as an accessory use in a residential structure occupied principally as a residential use, said facilities shall be approved pursuant to the Home Occupation Regulations contained in Section 7.2 and as modified herein. The State of Oklahoma Licensing Requirements for Family Child Care Homes and Large Child Care Homes, and any amendments thereto, are hereby adopted, except as modified herein.

7.3.1.1 *Child Care Home.* A Child Care Home includes both Family Child Care Homes and Large Child Care Homes as defined by the State of Oklahoma, and is a family home which provides care and supervision for children for part of the 24-hour day, complying with the minimum requirements set forth by the State of Oklahoma Department of Human Services (OKDHS).

A Child Care Home shall be a permitted use in all residential zoning districts as a Minor Home Occupation subject to compliance with the performance criteria for a Minor Home Occupation, except as modified by the following conditions:

1. Approved hours of operation for a Child Care Home shall be between the hours of 6:00 a.m. and 8:00 p.m. Traffic associated with pickup and delivery of children to this family child care home shall also be limited to these hours of operation.
2. On-street parking is permitted for the pick-up and delivery of children if off-street parking is not feasible.
3. Play areas shall be enclosed with safe fencing; flexibility in materials and height is allowed, provided safety is ensured and OKDHS requirements are met. Unless in conflict with OKDHS requirements, any site perimeter fencing shall meet requirements set forth in Section 9.5.3.
4. The performance criteria for a Minor Home Occupation concerning sewerage and water usage (Section 7.2.2.A.10), or noise, vibration, glare, fumes, odors, or electrical interference (Section 7.2.2.A.11) shall not apply to a Child Care Home, except to the extent that such is determined to be remarkable for a Child Care Home by the Community Development Director or his/her designee.
5. Signage for a Child Care Home shall be limited to that permitted by the Minor Home Occupation performance criteria.
6. A Child Care Home shall comply with all applicable Federal, State and Local regulations, codes, and requirements.
7. A copy of the approved license issued by the State of Oklahoma, Department of Human Services, Washington County, shall be provided with the application for a Minor Home Occupation for a Child Care Home.

Modifications to these conditions shall be permitted only with approval from the Board of Adjustment as a Major Home Occupation.

7.3.1.2 *Adult Care Facilities.* Residentially-based care facilities that provide care for adults for part of the 24 hour day shall be treated as family home facilities that provide care for children as set forth in Section 7.3.1.1.

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4. One parking space per 1.5 employees shall be required.

7.3.2.2 Commercial child or adult care facilities shall be permitted in any non-residential zoning district as shown in Table 6.2 without additional conditions.



bartlesvilleNEXT

A Leading Community by Choice



**OUR
VISION**
A Leading
Community
by Choice

**OUR
MISSION**
Through collaboration,
we strive to provide
exceptional public
services and enhance
the distinctive character
of our community.

OUR VALUES



INTEGRITY

Do the right thing; the rest will follow. We hold ourselves to the highest level of honesty, truthfulness and ethical conduct.



COMMUNITY

We are both responsive and proactive in our efforts to help Bartlesville realize our potential.



SERVICE

We are dedicated to providing effective and timely customer service with courtesy and respect in a fiscally sound manner.



TEAMWORK

We collaborate on common goals for the greater good of our community.



COMMUNICATION

We share information and ideas in a clear, open and timely manner.



INNOVATIVE

Ours is a “do things differently, do different things” mindset in our approach as community builders.

STRATEGIC PRIORITIES	KEY OBJECTIVES
FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE	Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.
	Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward based evaluation process, and furthering integration of IT systems into our operating departments.
	Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.
	Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.
EFFECTIVE INFRASTRUCTURE NETWORK	Develop Asset Management Program for infrastructure.
	Improve road conditions as captured by Pavement Condition Index (PCI).
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.
	Collaborate with economic development partners and experts to optimize development.
	Develop and implement strategies to retain and attract young professionals and families to Bartlesville.
COMMUNITY CHARACTER	Explore opportunities to embrace the unique cultures of our community.
	Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.
	Ensure and maintain clean, bright, vibrant community spaces.
EMERGING ISSUES	Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address (in order of priority) Child Care, Housing, Homelessness and Others to be Determined.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation, discussion and take action on the report and proposed recommendations for the strategic direction of Adams Municipal Golf Course. Presented by JJ Keegan.

Attachments:

Adams Municipal Golf Course Financial Master Plan

II. STAFF COMMENTS AND ANALYSIS

At the City Council meeting on July 1, 2024, the City Council approved an agreement between the City of Bartlesville and JJ Keegan to complete a comprehensive review of Adams Municipal Golf Course.

JJ Keegan completed their findings in September and presented the draft report to the steering committee on September 18th. The following were some of the recommendations made to the committee:

1. The City of Bartlesville should self-manage the golf course instead of retaining a private firm or leasing the facility.
2. The City should anticipate continuing to fund capital improvements via the General Fund based on the issuance of voter-approved bonds.
3. The USGA or the Oklahoma State University Turf Management should be retained to assist with the identification of trees for removal to ensure adequate sunlight on the green surfaces being renovated.
4. A PGA Professional with a Bachelor's Degree preferred college degree with a business emphasis desirable should be retained by January 1, 2025, to ensure a smooth transition upon renovation completion.
5. The current rates should remain in place until the course reopens.
6. Season Pass sales should be suspended.
7. The Steering Committee will present the City Council at the December meeting proposed rates based on recommendations submitted as part of the strategic plan acknowledging the current rate is far below market.
8. The Steering Committee will review, with the guidance of the newly retained General Manager/Head Golf Professional, the continuing role of the Operations Committee that should remain inactive during the renovation.
9. The options for food service, including the acquisition of a food truck, will be examined.
10. The golf course will be updated and rebranded with a new logo upon the course reopening.

III. BUDGET IMPACT

No immediate budget impact to receive report and approve recommendations.

IV. RECOMMENDED ACTION

Staff and the steering committee recommends that Council approve the recommendations set forth.

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Adams Municipal Golf Course Financial Master Plan

City Council Report – October 7, 2024

Prepared by:



Castle Pines, Colorado
www.jjkeegan.com

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City Council Committee Report - 9/13/2011

Section 1 - Executive Summary

This report has been reviewed on September 18, 2024 by the Steering Committee of the City of Bartlesville who are in agreement regarding the facts presented and the recommendations contained herein.

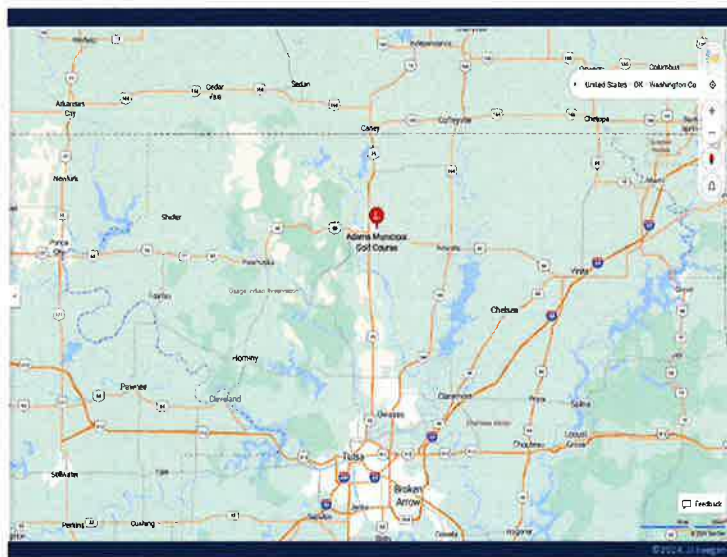
The Asset

A golf course is a vital community asset.

It serves as a nature preserve that provides a recreational venue for citizens to enjoy the outdoors, the opportunity to create and renew friendships, strengthen business alliances, support charities, and a forum for competition. It also is a laboratory for youth to learn honesty, integrity, sportsmanship, respect, judgment, confidence, responsibility, perseverance, and courtesy.

The City of Bartlesville (herein referred to as “The City” or “Bartlesville”) owns and operates the Adams Municipal Golf Club, an 18-hole, par 72 course 6,748 yards long with a slope rating of 139, reflecting a challenging championship course. This Floyd Farley-designed tree-lined golf course with strategically placed water features is exceptional. Green fees for 18 holes are currently \$22, intended to fund a \$650,000 maintenance budget. The average revenue per round from green fees and season passes is \$11.58 based on the 35,000 rounds played annually.

The course was built and gifted to the city in 1964 with deed restrictions from Mr. Boot Adams. It is located on the east side of the town in northeast Oklahoma, as illustrated here.



A third party managed the golf course's operations throughout its history. This enterprise derived revenues from carts, merchandise, food and beverage, the range, and lessons. It was also responsible for staffing the facility and procuring the appropriate equipment and accessories, such as the point-of-sale system, carts, inventory, and food and beverage supplies.

The city derived revenue from green fees and season passes while assuming financial responsibility for maintaining the golf course and making capital improvements. Accounting for the Adams Municipal Golf Course operations is in the Enterprise Fund, a financial mechanism government entities use to manage services or activities like self-supporting businesses.

This model of split responsibility for the operation of the golf course is fundamentally flawed for several reasons: 1) Financial statements reflecting the consolidated operation to include detailed round counts, golfer visit frequency and spending, cart and merchandise revenues, and the associated cost of goods are rarely available as was the case at Adams Municipal Golf Course. The lack of historical data adversely impacted the depth of the historical analysis in this golf study, and 2) the revenue from green fees is usually insufficient to offset the operational costs of maintaining the golf course.

Thus, on August 17, 2024, Bartlesville assumed full operational responsibility for the golf course's management and operation.

The Purpose of This Financial Master Plan

The city commissioned this Golf Study with a clear goal: to research, analyze, and present options that will increase the probability that the City of Bartlesville can provide its residents with golf as a recreational amenity that offers value to patrons on a financially stable foundation.

The golf business has surged since 2020 in what is known as the “Pandemic Era,” as evidenced by:

- As of July 30, 2024, rounds nationally are up 1.3% yearly over 2023.
- Rounds in 2023 were up over 17% compared to 2017-19.
- 2023 set a record with 26.6 million individuals playing 531 million “green grass golf” rounds.
- Public Green Fees are up 16%.
- 49% of public facilities have undertaken significant course or clubhouse-related investments.
- This ability to obtain a tee time, especially in metropolitan markets, has become challenging as 13.9% of the golf courses in the United States have closed since 2006.
- Even with a surge in demand, more golf courses will close in 2024 than open.

Thus, given golf's resurgence and the change in the responsibility for managing the course, the opportunity exists to reverse the Adams Municipal Golf Course's historical negative financial returns.

Fundamental to creating a master plan to define the enterprise's financial goal. Illustrated here are some concepts regarding the extent to which a city may be required to allocate funds to support a golf course:

Level	Category	Impact on Cash Flow	Capital Investment Responsibility
0	Operational Expenses Exceed Revenue	Subsidized by the General Fund	Operations, capital investment, and the associated debt service subsidized by the General Fund
1	Operational Expenses Equal Revenue	No subsidy is required except for interest and taxes subsidized by the General Fund .	Capital Investment and the associated debt service subsidized by the General Fund
2	Revenues Exceed Expenses before interest, taxes, depreciation, and amortization.	Surplus funds are allocated to cover taxes	Capital investment and debt service subsidized by the General Fund
3	Revenues Exceed Expenses after interest, taxes, depreciation, and amortization but before principal debt service.	Surplus funds are allocated to cover interest expenses and taxes.	Capital investment and a portion of debt service subsidized by the General Fund
5	Revenues Exceed Expenses after interest, taxes, depreciation, amortization, and principal but before creating capital reserves.	Surplus fund allocated to capital reserves.	The General Fund or additional debt subsidizes projects authorized beyond capital reserves.
6	Revenues Exceed Expenses after interest, taxes, depreciation, and amortization and after principal service after creating capital reserves.	Internal capital reserves fund authorized capital investment projects.	N/A

Since its inception, the golf course has operated at **Level 0**, and its revenue has been insufficient to cover its operational expenses, requiring an average \$250,000 transfer from the City's General Fund.

In addition, the city has made numerous capital investments, most recently, five years ago, a \$500,000 renovation of the golf course's bunkers through a donation from the Lyons Foundation. The city is undertaking a \$2.5 million investment to rebuild the green complexes commencing November 4, 2024, with the golf course projected to reopen on July 1, 2025.

City leadership in Bartlesville hopes that the golf course will be able to achieve Level 2 revenues equal to expenses before interest, taxes, depreciation, and amortization after the planned renovation and with the implementation of the insights and recommendations contained within this Golf Study, as reviewed, edited, and approved by the City's Golf Steering Committee.

While some, particularly non-golfers, would hope that the golf course would be a self-sustaining enterprise to include funding for the required capital investment, it should be highlighted that a municipality incurs an expense of \$150,000 annually to maintain 100 acres of open park space.

Balancing city resources is always a challenge, as illustrated here:



Since one of seven residents plays golf, and the cash flow support from the General Fund might be less than \$150,000, it is fiscally prudent to operate the golf course as a city asset.

Bartlesville Embraces Operational Excellence and Culture Innovation

As a premier city, Bartlesville provides its over 38,000 citizens with a high quality of life. As such, the golf course is an essential component of this vibrant community. It has the potential to generate \$1.6 million in service fees, representing 2.5% of the city's gross revenue.

Adams Municipal Golf Course is the only public golf course within 30 miles serving a population exceeding 130,000. Based on an estimated 35,000 rounds currently played, the golf course's current utilization is 51.4%, compared to a national utilization of 69%. Thus, the opportunity to incrementally generate revenues from increased play exists.

Considering the competitive environment, this facility's potential is predicated on implementing a proper rate structure that reflects the value provided to the golfer.

The City's Golf Course Operational Committee was historically responsible for overseeing the course. Fees for daily play have not changed for over ten years, and the tournament rates have remained static for years. Unfortunately, current rates are 40% below national benchmarks and almost 30% less than comparable courses. While maintaining a low-rate structure may increase play and the purchase of carts and merchandise, it is not healthy for the overall well-being of the course.

With the city's recent commissioning of a Steering Committee to oversee the golf course operation during the management transition, duplicative oversight is no longer necessary. It is suggested that the Steering Committee review, with the guidance of a General Manager/Head Golf Professional, to be retained around January 2025; the Operations Committee should remain inactive during the renovation, and a study should be conducted as to its future role. Upon reopening the golf course in 2025, a decision can be made about the best role for the Committee.

Investing Today for Tomorrow

A golf course is a living organism comprising thirteen depreciating components: greens, tees, fairways, irrigation systems, cart paths, etc. A cash reserve of at least \$200,000 per 18 holes should be allocated annually for capital investment. This reserve is in addition to funds required to maintain the clubhouse or maintenance buildings and to maintain the Adams Municipal Golf Course's current infrastructure properly.

The expected life of a golf course before major re-investment begins at five years, when after 30 years, a completion renovation of the golf course may be appropriate.

Unfortunately, with the management oversight by a third party for over 30 years who had no responsibility for capital investment, the city assumed a significant list of deferred maintenance, including the following:

Critical	Competitive	Comprehensive
Identify Permanent Water Sources, ending reliance on city Water. Cost unknown.	A new cart fleet is required. The cost will be \$1,500 per cart annually on a five-year \$1 buy-out lease or \$90,000 yearly. The lead time is currently 45 days.	Move maintenance building. The estimated guess is \$1.0 million to \$3 million.
Build a new bathroom on the 12th tee. Cost: \$125,000.	Food truck or resolve the lack of food and beverage options at the golf course. Estimated Cost: \$80,000.	Extend the range onto the current parking lot, considering the safety ramifications for the putting green and the first tee.
An estimated 500 trees could be removed with stumps ground. It will require grading, importing topsoil, and sodding/grassing areas where trees are removed—estimated guess of cost: \$500,000. The USGA Agronomic Section is scheduled for a site visit on November 19, 2024, to assist with identifying the trees for removal.	Restore banks on lakes on 11 and 16. Estimated guess is \$200,000.	Install Top Tracer. The estimated initial cost of \$500,000 for the pavilion, electricity, and hanging towers. Annual lease: \$2,500 per stall.
Irrigation system. It is estimated to cost \$2.0 million for 18 holes. To avoid duplication of work when a two-row system is installed, it is essential to install 14 max two wires (\$0.60 per foot) simultaneously around the greens during the current renovation.	Repair defective bridges on 8 and 18. The estimated guess is \$150,000.	Remove locker rooms and install Trackman into bays. The estimated cost is \$100,000.

Critical	Competitive	Comprehensive
The greens' renovation involves tying in the bunkers correctly. Some bunkers have high lips, so pin positions near them are impossible due to the slight downward slope onto the green. The project cost \$2.5 million, which includes irrigation around the greens.		

Note 1: Critical is defined as what is essential now and needs repair, adversely impacting current operations and revenues.

Note 2: Competitiveness is defined as the capital improvements required to ensure that the current golf experience enjoyed by golfers is comparable to that of other golf courses.

Note 3: Comprehensive is defined as the significant capital investment necessary to render the golf course in a state comparable to that on the day it opened.

A comprehensive investment in Adams Municipal Golf Course could exceed \$12 million when considering the need for the items listed above: a new maintenance building and cart barn, the desire to re-turf the golf course where mixed strains of grasses, rocks, and large patches of dead grass exist throughout the course, and the expansion or construction of a tournament pavilion or a new clubhouse to effectively serve the over 50 events conducted at Adams Municipal Golf Course annually.

In that the capital necessary to undertake a comprehensive renovation of the facility is lacking, the critical path on which investment should be considered is suggested as follows:



It might be submitted that the sequence for renovating the golf course is being adversely influenced by the availability of capital from GO bonds and is not being completed in the most efficient sequence.

To illustrate, the bunker renovation would have been more cost-effective if it had been completed after the irrigation and greens renovations. With the planned green renovation from November 2024 through June 2025, some of the bunkers must be modified to incorporate the new green complexes such that the cup and flagstick can be placed near the bunkers.

There is also a list of deferred projects impacting the clubhouse complex illustrated here:



Ideally, those who utilize this city asset will bear the capital required for these projects. Thus, a rate alignment must be implemented to address the Adams Municipal Golf Course's future operational and capital needs. Because of the sensitivity of publishing rates before the completion of the renovation, suggestions in draft form, as an integral part of this report, have been provided to the Steering Committee for their review. The proposed rates are expected to be presented to the City Council at the December 2024 meeting.

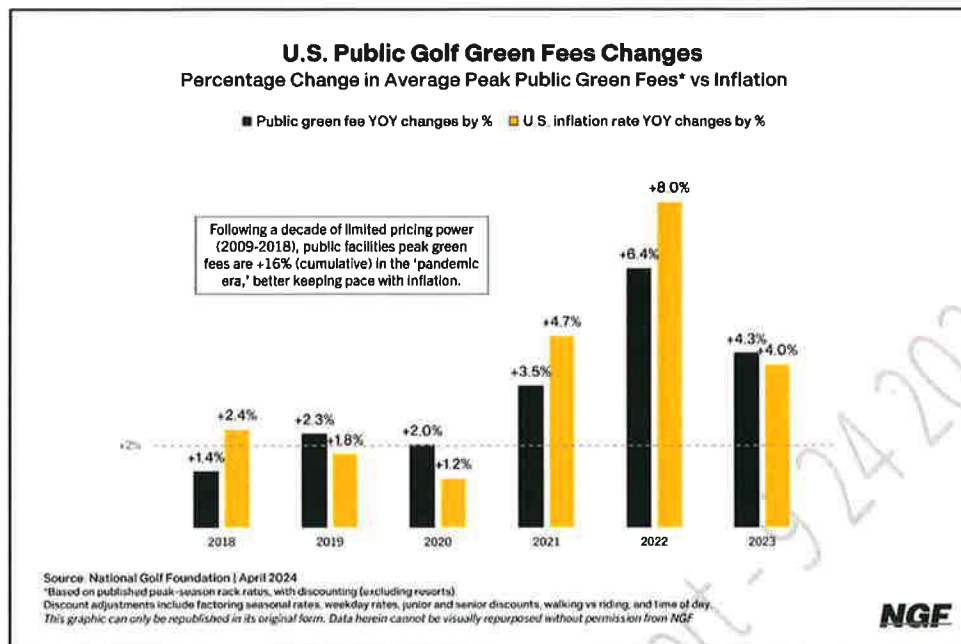
In the interim, current rates should remain in place until the course reopens. Season pass sales should be suspended.

In addition to rate changes for the green fees, it will also be appropriate to adjust the costs for carts, especially considering that Bartlesville is leasing a new fleet of carts that will include GPS, which will illustrate to golfers the course layout, the distance their ball is to the green, USB ports for cell phones with music, sports scores, and news available from the display screen.

Justification for Rate Alignment

The new rates suggested should be comparable to the fees offered by comparable golf courses in Tulsa and the surrounding marketplace.

Further, an increase in user fees is inevitable, acknowledging the impact of inflation, the rise in demand for golf courses resulting from the pandemic, and the fact that golf courses require continuing capital investment. An insightful chart released by the National Golf Foundation (NGF) on April 25, 2024, reflects that annual increases in greens fees are less than inflation.



This fortnightly report by the NGF cites, “the average U.S. public 18-hole fee—**when accounting for discounts**—is still just north of \$37 when excluding resorts. That’s up from about \$32 in 2020.”

Comparing rates between courses is a nettlesome challenge. A typical golf course has over 80 different rates that vary by time of day, day of week, and time of year.

Another dilemma when comparing rates amongst local and regional golf courses that makes such a comparison misleading is merely comparing the posted rate doesn’t consider the experience being provided or, in the case of municipal golf courses, the financial goals set by the City Council. Some municipalities conscientiously subsidize golf courses by maintaining artificially low rates.

Such subsidy of rates is not intended in this Financial Master Plan for the City of Bartlesville.

Financial Projections

In this analysis, the various management models implemented by municipalities across the US were analyzed to determine which style would optimize the financial return to the city. The models most frequently are as follows:

- Self- Managed (Arlington, Ft. Worth, Monmouth, Bethpage State Park, Westchester County). The food and beverage concession is frequently the only revenue activity leased under this model.
- Non-Profit (Alamo City Golf Trail)
- Third Party Management (Charlottesville, Chicago, Forest Preserve District, San Francisco). This model manages up to 30% percent of municipal golf courses.
- 100% Operational Leases: The city receives a rental payment, usually a percentage of gross revenues (Indianapolis, Los Angeles County), but the **lessee** is responsible for maintenance.
- 100% Operational Leases: The city receives the revenue from green fees (Dallas) and is responsible for maintaining the golf course. A contracted professional or lessee is retained to operate the golf facility and receives the revenues from carts, merchandise, food and beverage, range, etc. In some cases, the contracted professional is also provided with a salary. The revenue split under this arrangement varies widely among municipalities in the US that have adopted this model.

Each model has advantages and challenges, and every city's options differ. The two most viable options for Bartlesville are self-management or privatization, in which a third-party management company is paid a fee ranging from \$75,000 to \$110,000 for every 18 holes managed.

Under the privatization model, the city is responsible for all revenue earned, expenses incurred, and capital investments. Over 30% of municipal golf courses are managed by a third-party management company, principally Troon Golf, Kemper Sports, or Touchstone.

Municipalities usually select a management company for two reasons: 1) The fringe benefits the city pays employees exceeds 40% compared to the 25% paid by a management company, and 2) To avoid the exposure to the legal liability of offering alcoholic beverages at the golf course. Management companies are also selected, sometimes because of their purchasing power for significant equipment purchases, marketing experience, financial benchmarking metrics developed, technology platforms utilized, etc.

The City of Bartlesville pays fringe benefits to its employees, ranging from 33.4% to 44.4%. The blended fringe benefit rate the city will incur is calculated at 37.9%.

For insights on the optimal staffing structure, we sought the expertise of Keith Soriano, a Senior Consultant at the PGA of America, and Doug Turner, a Career Services Consultant at the PGA of America Career Services, Southwest Section.

It is crucial to note that retaining a General Manager, PGA Head Golf Professional, and two assistants at Adams Municipal Golf Course is contingent on a significant increase in potential revenues, a standard observed at high-end daily fees and private clubs.

Mr. Soriano and Mr. Turner recommended that the City of Bartlesville advertise the position of Head Golf Professional/Manager. The salary should be at most \$105,000 with benefits. Even at that salary, they cautioned that the city will likely receive less than seven applicants for the position. There are only 400 candidates in the employment pool in the PGA Southwest Section. They stated that it would take at least \$15,000 greater salary than what is offered at Hillcrest to attract a candidate to switch to Adams Golf Club.

Note that most positions in the SW Section are being advertised with a base salary of \$75,000. The county courses around Tulsa can attract candidates at \$75,000. The city courses in Tulsa are struggling to find candidates at \$65,000 for the Head Golf Professional/Manager position. Due to Bartlesville's location, a higher salary is warranted to attract qualified candidates.

The individual responsible for managing and overseeing the golf course must have a vital business education and customer service background. Thus, retaining a PGA Golf Professional A-1 with a business degree from a Division 1 College is advised. Note that 70% of PGA Pros have either an associate's or a four-year degree.

Two additional full-time PGA Assistant Professionals would also be appropriate.

The first assistant would be responsible for inside services, merchandising, and tournament sales at a salary of \$55,000 plus benefits. This individual will be skilled in balancing the three factors that primarily affect revenue: rounds played, which are subject to weather, the prime-time green fee rate, and the effective yield realized. Note that the utilization of carts, the sale of merchandise, and food and beverage sales are directly correlated to the number of rounds played.

The second assistant position would oversee outside services, lessons, clinics, and programs, including coordination with the Men's and Ladies' Clubs. As an option, students from Oklahoma Wesleyan could be hired to fill this position at an hourly rate. In addition to an hourly wage, they should receive \$1 per person for each round of tournament golf. The annual wages would be in the \$30,000 - \$40,000 range.

The staffing of indoor and outdoor services, including marshals, is accomplished with seasonal, hourly labor starting at the prevailing minimum wage. These workers are frequently accorded a fringe benefit of playing one complimentary round of golf with a cart for every 16 hours worked. Monitoring this “fringe benefit” closely is advised as it is frequently abused by individuals working less than 8 hours and playing multiple rounds. It should be noted that these rounds should be awarded on a “standby” basis only when the course is otherwise not being used. It is also a typical policy at other municipal courses that these rounds cannot be used for league, outing, or tournament play.

Regarding the financial projections, it should be noted that the typical golf course “nets per round” is 60% of the highest prime-time weekend rate. This reduction in revenue realization is due to changes in the rates charged by time of day, day of week, type of golfer, time of year, and any discounts that may be offered via the issuance of unlimited play passes.

For this engagement, a scenario analysis was undertaken to provide insights regarding the impact that a rate alignment, as recommended to the Golf Course Steering Committee, may have on the Adams Golf Course's operating results.

In addition to the 72 primary variables displayed below, over 100 additional secondary variables were input into the projection based on the industry financial benchmarks for a municipal golf course.

Financial Projections: Scenario Analysis												
2024 - \$22 Green Fee - \$15 Cart Fee – 41% Yield												
Scenario	Rates								Earning Before Management Fees and Capital Investment		Net Income After \$90,000 Management Fee and \$250,000 Capital Reserves	
	Rounds	Green Fee	Yield	Cart Fee	Single 7 Day Pass	Single 5 Day Pass	Family 7 Day	Unlimited	City	Private	City	Private
1	35,000	30.00	50.00%	15.00	1,000	800	1,300	1,100	(380,688)	(309,738)	-630,688	-649,738
2	35,000	35.00	55.00%	17.50	1,100	900	1,400	1,200	(278,076)	(207,126)	-528,076	-547,126
3	35,000	40.00	60.00%	20.00	1,200	1,000	1,500	1,300	(165,038)	(94,088)	-415,038	-434,088
4	40,000	30.00	50.00%	15.00	1,300	1,100	1,600	1,400	(181,938)	(110,988)	-431,938	-450,988
5	40,000	35.00	55.00%	17.50	1,400	1,200	1,700	1,500	(58,076)	12,875	-308,076	-327,126
6	40,000	40.00	60.00%	20.00	1,500	1,300	1,800	1,600	78,712	149,662	-171,288	-190,338
7	45,000	30.00	50.00%	15.00	1,600	1,400	1,900	1,700	16,812	87,762	-233,188	-252,238
8	45,000	35.00	55.00%	17.50	1,700	1,500	2,000	1,800	161,925	232,875	-88,076	-107,126
9	45,000	40.00	60.00%	20.00	1,800	1,600	2,100	1,900	322,462	393,412	72,462	53,412

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Though historical records were lacking regarding the Adams Municipal Golf Course, from discussions held with the current golf course management team and city leaders, it is believed and hoped that **Scenario 6** will be achieved upon reopening the course after renovation.

Though the **Scenario 6** projection reflects small earnings before interest, taxes, depreciation, amortization, management fees, and capital investment, if the city operates the course, this result meets the criteria the city desires under Scenario 2 to achieve a relatively neutral cash flow. Notably, it is slightly more advantageous for the city to manage the course, presuming fringe benefits remain stable at 37.9%, than retaining a third-party management company when the sole comparison is based on that expense to be incurred.

The Path Forward

In assuming operational responsibility for the Adams Municipal Golf Course, the city could implement a series of changes that will significantly enhance the value the golfer receives and dramatically improve the operational efficiency by adopting the policies and procedures highlighted here:

1. The City of Bartlesville should self-manage the golf course instead of retaining a private firm or leasing the facility as long as the fringe benefits paid employees is less than 40%.
2. The City should anticipate continuing to fund capital improvements via the General Fund based on the issuance of voter-approved bonds.
3. The USGA or Oklahoma State University Turf Management should be retained to assist with identifying trees for removal to ensure adequate sunlight on the green surfaces being renovated, which will cost \$2.5 million.
4. At the December meeting, the steering committee will present the City Council with proposed rates based on recommendations submitted as part of the strategic plan, acknowledging that the current rate is far below market.
5. The Steering Committee will review, with the guidance of the newly retained General Manager/Head Golf Professional, the continuing role of the Operations Committee that should remain inactive during the renovation.
6. The options for food service, including the acquisition of a food truck, will be examined.
7. The golf course's website will be updated, offering online tee time reservations, and rebranded with a new logo upon the course reopening in which a customer database will be established through the registration of each golfer when reserving a tee time and checking in to play.

Though these suggestions will generate a positive financial result for the golf course, a Financial Master Plan is merely a document. Its success or failure in implementation is solely the result of crisp execution.

Section 2 - A National Perspective

A Snapshot of the Golf Industry

Golf is a \$102 billion industry, 20% larger than in 2016.

Thirteen thousand nine hundred sixty-three facilities offer 15,963 golf courses in the United States. There are 45.0 million golfers (off and on the course), of whom 17.6 million are seriously committed to the game. On-course golfers represent 26.6 million. 74% of golfers are male. The average age of a golfer is 43.5, with a household income of \$103,464 as of 2023.

The 531 million rounds played in 2023 represent a 17.0% increase from 2019. During the past three years, play among youth, people of color, and females has increased by 40%, 27%, and 25%, respectively.¹ Demand shows no immediate signs of weakening with the understanding that golf is a weather-dependent sport.

The average estimated playing fee for 18 holes at public courses, **when not incorporating discounts**, has increased to \$43 (18%) since 2019, when the average cost was \$36.50.² Golf courses since 2023 achieved 69% utilization of capacity.³ It should be noted that the fee to play the Adams Municipal Golf Course Golf Course during prime time is \$22, and the course is utilized at 51.427%.

Spurred by the Pandemic, the popularity of golf entertainment has expanded dramatically across the nation from three entertainment centers in 2006 to 80 entertainment centers in 2022. There are over 500 businesses with golf simulators. The presence of amusement centers, i.e., Top Golf, Drive Shack, Big Shot, and Top Tracer, attracted around 27.9 million people in 2022. Top Tracer alone is installed at over 280 green grass facilities, which has seen range revenues soar. Off-course golf options now attract more individuals than on-course.

Off-course options have created an environment that makes people want to play, provides a more approachable way for them to learn the game, provides the excitement of a good shot, and provides a sense of the requirements to play traditional golf. Thus, societal values are now changing.

Golf has long been viewed as the most elite, expensive, and most time-consuming sport, as noted by Thorstein Veblen in his book, "*The Theory of the Leisure Class*," in which he challenges

¹ National Golf Foundation, "2024 Golf Participation in the United States," pg. 3

² National Golf Foundation, "2024 Graffis Report," pg. 8

³ Golf Inc., "Will We Hit 520 million in 2023," (November/December 2023), Pg 11.

some of society's most cherished standards of behavior and exposes the hollowness of many of our canons of taste, education, dress, and culture.

There is now a brand revitalization regarding golf. The off-course audience continues to grow at a high rate. The off-course alternatives have given consumers confidence that golf, while challenging, can also be fun, entertaining, and exciting. As a result, the game is becoming more popular, fashionable, diverse, and approachable.

The Quality of Life: Golf Course: Recreation for a Lifetime

One of every seven Bartlesville residents plays golf, a lifestyle choice.

Golf contributes more to charities nationwide than the NFL, NBA, MLB, and NHL combined. Adams Municipal Golf Course hosts over 100 tournaments and outings that benefit various charities and organizations within the city. The September United Way event generated over \$1 million for Charity.

Individuals are attracted to the game of game for many reasons:

- **Accessibility:** Golf is inclusive and suitable for people of all ages and skill levels. Many courses offer programs and clinics for beginners, making it easy for newcomers to learn the game.
- **Challenge:** Golf is a sport that requires both physical and mental skills. Mastering it can be a rewarding challenge. Players enjoy the feeling of accomplishment that comes with improving their game.
- **Competition:** Whether individual or team-based, competitive golf adds excitement and motivation for players.
- **Competitive Spirit:** Golf can be played competitively against other players or oneself. Many people thrive on the challenge of improving their scores and competing with others.
- **Enjoyment of the Outdoors:** Golf is typically played on a beautiful, well-maintained course that allows players to enjoy the great outdoors. The lush greens, trees, and water features create a calming and relaxing environment.
- **Exercise:** A typical round of golf involves walking several miles, providing moderate exercise. It's a great way to stay active while enjoying the outdoors.

- **Mental Focus:** Golf demands intense mental focus and concentration. Analyzing shots and making strategic decisions add to the appeal of many players.
- **Personal Achievement:** Golf allows individuals to set personal goals and work towards achieving them. Whether improving their score, hitting a specific shot, or playing on a particular course, the feeling of personal achievement is rewarding.
- **Relaxation:** For some, golf is a way to relax and unwind. The slow pace of the game, combined with beautiful scenery, provides an escape from everyday stress.
- **Socialization:** Golf is often played in groups, allowing socialization and bonding with friends or business colleagues.
- **Skill Development:** Golf hones various skills, including physical balance, coordination, focus, and concentration. The process of developing and refining these skills can be satisfying.
- **Time Outdoors:** Playing golf allows individuals to spend a few hours outside in the fresh air, away from the stresses of daily life. It's a chance to unplug from technology and appreciate natural surroundings.
- **Tradition:** Golf has a rich history and unique culture, appealing to those who appreciate tradition. From dress codes to on-course etiquette, golf enthusiasts find its heritage captivating.
- **Travel:** Golf courses exist worldwide, making it a popular activity for travelers. Playing on a new course in a different location offers a unique and exciting experience. Visitors to the City of Bartlesville frequently play golf at Adams Municipal Golf Course, instilling within them an impression of the quality of our lives.

Golf is an integral part of the social fabric of the City of Bartlesville.

Section 3 – A City Governmental Perspective

Trickle Down

Bartlesville is a vibrant City. The financial position is strong as reflected in the FY 2022 Annual Consolidated Financial Report reflected the following for the consolidated governmental and enterprise (proprietary business) funds:

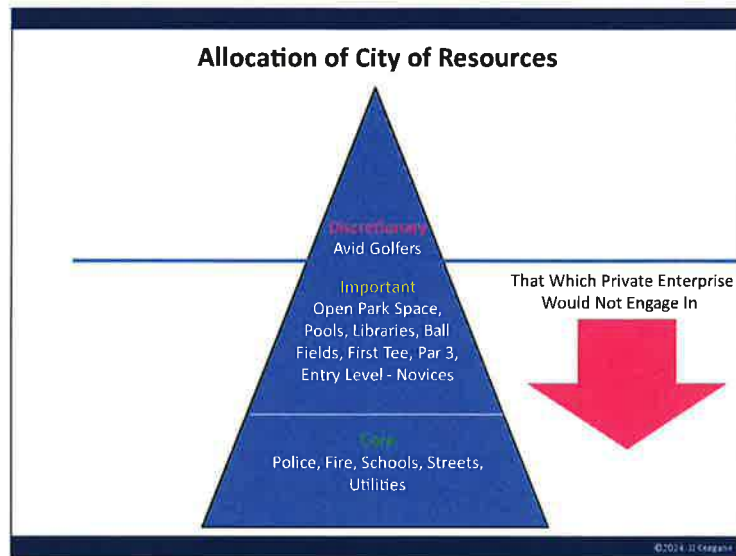
Category	Amount
Assets	\$320,124
Net Position (Net Worth)	226,595
Revenue	68,770
Expenses	\$54,379

Note: Stated in Millions

Principal Revenues	Amount
Taxes	\$30,755
Charge for Services	29,619

Principal Expenses	Amount
Safety	\$13,720
Public Works	10,188
Water	8,206
Cultural, Parks and Recreation	4,800
Wastewater	4,606
Sanitation	3,255

The question that the City Council faces perpetually is how to best allocate resources by minimizing taxes to maintain a high quality of life standards for its residents.

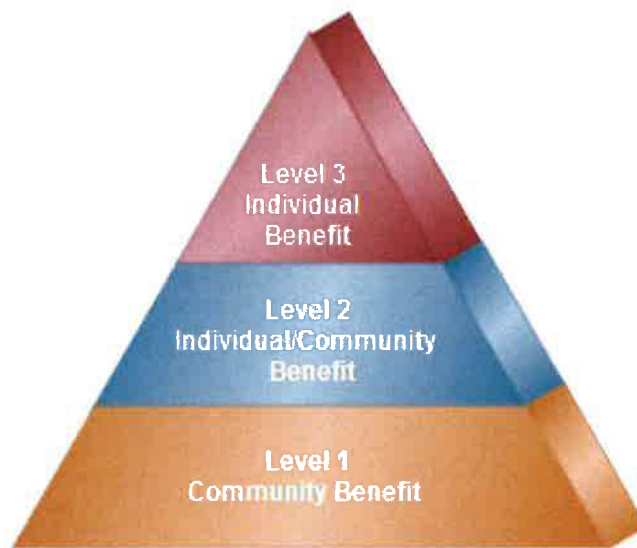


The government generally engages in activities that private enterprises do not. That poses the following questions:

- "How much should a city invest in an asset that competes against private businesses, i.e., a golf course?
- Do you invest or subsidize an asset to provide affordable, value-based recreation for new entrants to the game and citizens with limited financial resources?
- How do you measure the intangible value of providing recreational amenities to enhance residents' quality of life?

The City Administration ultimately decides on this question based on the City's leadership input.

Regarding the services by the Parks and Recreation Department, a version of a three-level cost recovery model is often used, as highlighted below:



It is essential to understand the allocation of resources from the City's General Fund of Park and Recreation in providing a quality of life and, to some extent, financial underwriting for residents. Illustrated below are these priorities:

- **LEVEL 1 – COMMUNITY BENEFITS**

- Parks
- Playgrounds
- Splash Pads
- Trails
- Greenways
- Free Special Events
- After-School Program
- Outreach Programs (Free or \$)
- Programs at Rec Centers (Free or \$)

- **LEVEL 2 – INDIVIDUAL/COMMUNITY BENEFIT**

- Summer Camp
- Learn to Swim Lessons
- Youth sports fees
- Rec Center Programs with small fees
- Transportation Fees for Senior Programs
- Monitored facility use (pools, tennis)
- Programs in the Park partners
- Fee-based Special Events
- Memorial Tree/Bench Program

- **LEVEL 3 – INDIVIDUAL BENEFIT**
 - Golf
 - Adult sports league fees
 - Concessions
 - Rentals (Shelter, building, field, pool)

Pending the direction of the City Administration to the contrary, the Community Service Model regarding individual benefits defines the fees for those activities.

Thus, this model would suggest that the rates at the golf course be set to recognize the individual benefit the participant receives and should be established with the goal of being self-sustaining in mind.

Five Hurdles

Can the City Council adopt this benchmark when implementing components of this Financial Master Plan? Finding the best solution for a municipal asset must contain five elements:



The highest hurdle is often the political viability of a solution. The City Administration and Council must ultimately define the golf course's vision and future.

Should the City Council not adjust rates from the current \$22 per 18 holes or \$900 for an unlimited season pass, the golf course will continue to require subsidy exceeding \$400,000 annually from the General Fund prior to capital investment.

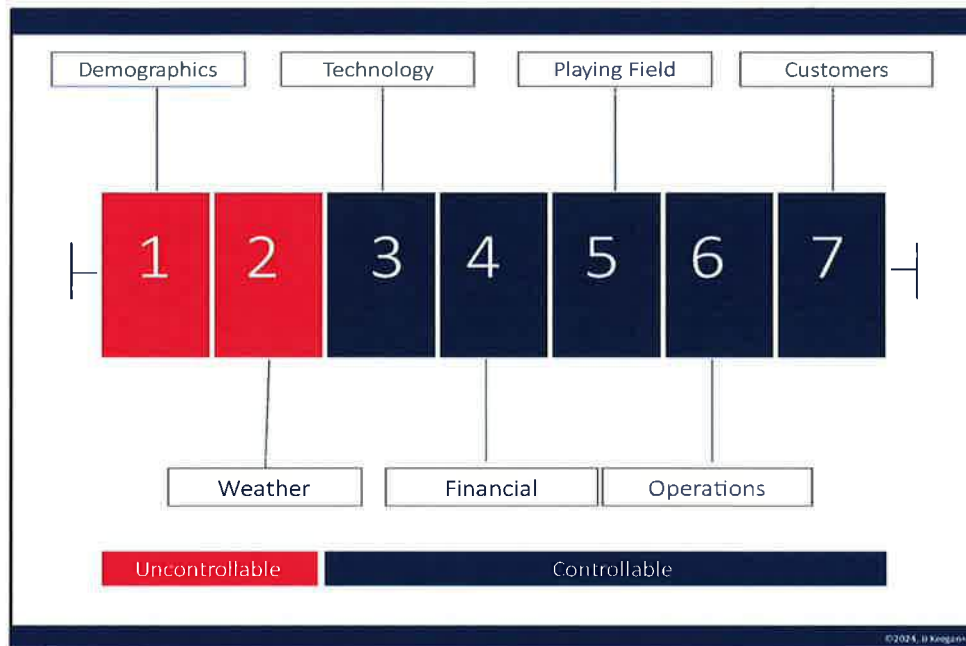
As importantly, the proactive leadership of the City Council today will affirm its vision and mission to provide excellence in operational services to its constituents while demonstrating financial prudence.

Section 4 - The Financial Master Plan

The City of Bartlesville sought to evaluate its public golf course and provide planning recommendations for its future. Over the past decade, the course has historically realized cash flow deficits.

With the renewed interest in golf, the City of Bartlesville seeks to optimize its allocation of resources to ensure citizens are provided with a valued experience based on a foundation that ensures the golf course is cash flow positive.

This study was undertaken through a system process comprising the following seven steps:



For the review, we undertook a thorough progression of evaluation and research that comprised:

Phase 1 - A Strategic Assessment to Measure the Uncontrollable Factors and Historical Performance:

1. A geographic local market analysis identifying the financial potential of the facility was completed. This analysis included the six key measurements that accurately forecast the facility's potential. They are the MOSAIC profile, the customers' age, income, and ethnicity; the number of golfers per 18 holes; and the competitive market's slope rating. These numbers are the key drivers determining the golf course's economic potential. (Section 5)
2. A weather playable-days study determining if the golf course was over- or under-performing the weather. Access to Weather Trends International's 11-month weather forecast service was provided, 88% accurate on temperature and 83% correct on precipitation. This data helps determine appropriate pricing. (Section 6)

Phase 2 - A Tactical Evaluation of the Golf Course Experience

1. The facility's current technology was evaluated to determine if it is efficiently integrated and appropriately leveraged to develop a segmented database for targeted marketing to golfers. (Section 7)
2. A strategic assessment to measure the historical financial performance of the facility against industry norms and 15 benchmarks successful golf courses achieve was completed. (Section 8)
3. An analysis of the facilities and maintenance, including deferred capital expenditures, staffing levels, and equipment, was accomplished. We examined the necessary capital investment required to operate the golf course satisfactorily. (Section 9)
4. A comprehensive operational review was undertaken to examine policies and procedures that impact the customer's experience and the operational and financial performance of the golf course. As measured by the experience provided, the value created determines if the dues and guest green fee rates are correctly set. (Section 10)

5. A proprietary, 25-question electronic survey of your golfers and area residents was conducted to measure many things, including customer loyalty. (Section 11)

Phase 3 – Financial Projections

1. An annual budget with five-year cash flow projections and operational and capital recommendations is developed as a “proof of concept” that the capital investment recommended can be repaid through fee adjustments and expense monitoring. (Section 12)
2. The best management model for the city to implement after the golf course renovation was considered (Section 13).

Section 5 – Demographics

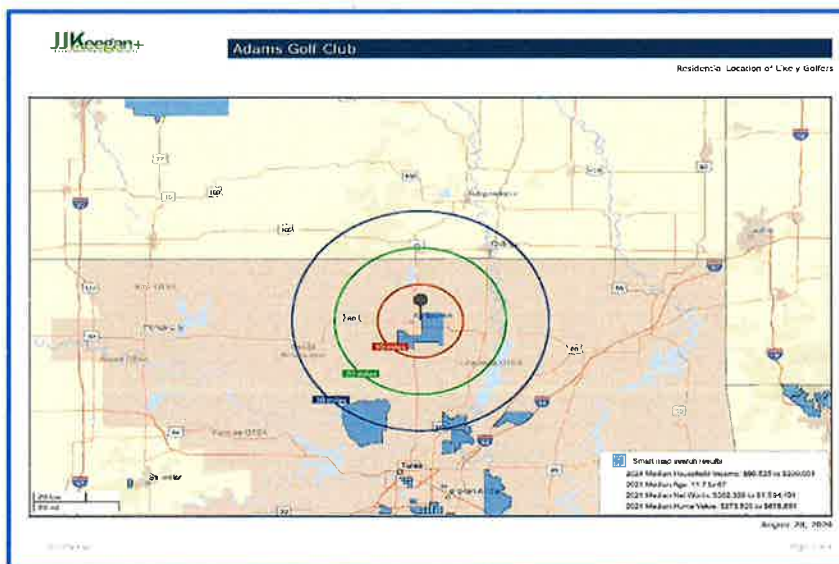
Who's Who

Every business's success is founded on understanding the demographics of the local market to ensure that the product/service being offered is consistent with the population's lifestyle modes. For a business, the local population is an “uncontrollable” factor that dramatically influences its potential for financial success.

In determining the viability of a golf course, it is essential to know that the average age of a golfer in the United States is 43.5, with a household income of \$103,464 as of 2023.

What segment of the Bartlesville population would match that profile?

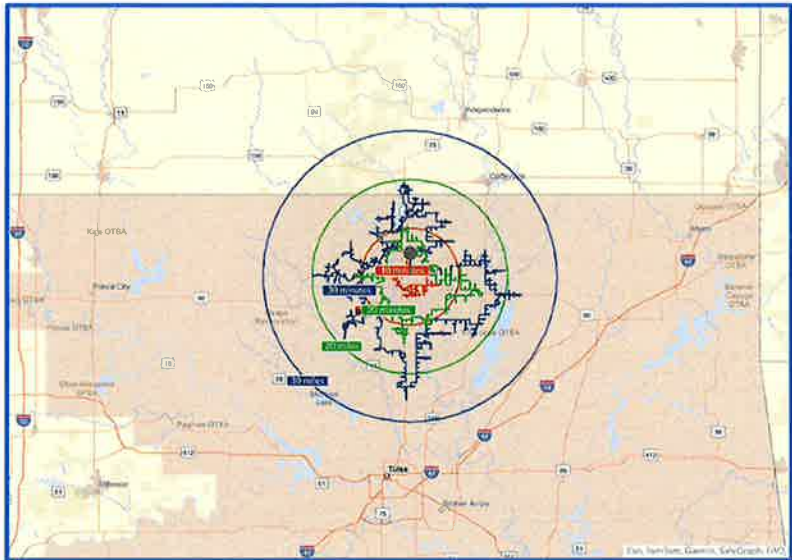
Below is a map that reflects the Bartlesville metroplex by block group. The blue boxes represent **block groups** where residents live with a favorable predisposition to play golf. In those segments, the net worth is greater than \$382,329, their home value is greater than \$273,820, the median household income exceeds \$90,525, and the average age is over 41.7.



Note: The Red/Green/Blue Marking represents the 10/20/30 mile radius from Adams Municipal Golf Course

Interestingly, only three block groups (Matooka, Hogshooter, and Oglesby) within a 20-mile radius have residents with financial profiles comparable to golfers nationwide.

A second benchmark to consider is that golfers are likely to visit a golf course within a 30-minute drive or 30 miles from the golf course, whichever requires less time. The size of the market on which to attract golfers to the Adams Municipal Golf Course is shown here:



Functionally, the market on which the Adams Municipal Golf Course will likely attract golfers is within a 20-mile radius. In viewing the demographics of that market in the aggregate, the median household income, median net worth, and average home values are far below national averages.

Site	10 Miles	20 Miles	30 Miles	Washington County, OK	Kansas	Oklahoma	USA
2023 Total Population	47,827	65,436	134,476	52,721	2,952,421	4,022,510	337,470,185
2023 Median Age	43.1	43.4	41.7	43.0	37.9	38.4	39.1
2023 Median Household Income	\$55,079	\$54,145	\$57,466	\$55,008	\$65,296	\$56,854	\$72,603
2023 Median Net Worth	\$147,368	\$148,760	\$158,238	\$151,369	\$156,900	\$117,874	\$157,240
2023 Average Home Value	\$201,709	\$204,486	\$209,112	\$206,484	\$250,744	\$231,326	\$405,750

Source: ESRI, 2024

It is always interesting to compare the local market to State and National averages. Bartlesville's residents are older and have less median household incomes and net worth.

Beyond the population's size, income, and net worth, residents' race and ethnicity also significantly affect their desired golf course experience.

Note that race and ethnicity are often used interchangeably but have distinct meanings. ChatGPT 4 states, "Race is associated with physical traits, such as skin color, bone structure, and other biogenic features. Ethnicity is related to cultural identity, linguistic heritage, nationality, tribal affiliations, and regional culture. Shown below are those numbers:

Site	10 Miles	20 Miles	30 Miles	Washington County, OK	Kansas	Oklahoma	USA
1 Race	85.14%	84.88%	84.85%	84.75%	89.95%	85.17%	87.93%
White	68.32%	67.98%	67.26%	67.91%	75.23%	62.06%	60.36%
Black/African American	2.76%	2.22%	2.26%	2.55%	5.71%	7.16%	12.15%
American Indian/Alaska Native	9.71%	11.17%	11.72%	10.17%	1.05%	8.21%	1.10%
Asian	1.92%	1.49%	1.52%	1.84%	2.92%	2.24%	5.88%
Pacific Islander	0.02%	0.03%	0.03%	0.02%	0.12%	0.21%	0.20%
Other Race	2.41%	1.99%	2.05%	2.30%	4.92%	5.28%	8.25%
Two or More Races	13.75%	14.28%	13.78%	13.82%	9.49%	12.54%	10.00%
2020 Hispanic Population	6.58%	5.65%	5.58%	6.32%	12.95%	11.65%	18.34%

Source: ESRI, 2024

Bartlesville is far less racially and ethnically diverse than the United States. According to the National Golf Foundation, people of color play 23% of the rounds on the green grass course.⁴ Bartlesville is far less racially and ethnically diverse than the United States.

A third set of statistics provides further insights.

Site	10 Miles	20 Miles	30 Miles	Washington County, OK	Kansas	Oklahoma	USA
2024 Participated in Golf Last 12 Mo	6.38%	6.20%	6.18%	6.32%	6.45%	5.92%	6.34%
2024 Watch PGA Golf on TV/Online	10.46%	10.10%	9.92%	10.33%	9.95%	9.33%	9.82%
2024 Fees for Participant Sports Excluding Trips	42.97	40.08	39.71	42.22	46.50	39.16	51.50
2024 Fees for Recreational Lessons	45.46	41.56	41.35	44.51	52.92	43.51	66.62
2024 Sports/Rec/Exercise Equipment	95.76	93.42	95.30	95.23	108.37	95.28	117.90

Note: Fees spent are per individual with the defined site radius.

Source: ESRI, 2024

The above chart indicates that residents within 30 minutes of Adams Municipal Golf Course are more interested in golf than residents of the United States, as measured by participation, and

⁴ National Golf Foundation, "2024 Graffis Report," Pg 8.

there are more who watch golf on TV. However, they spend less annually for sports, lessons, or exercise equipment which is reflective of their lower median household income.

What are Bartlesville's citizens favorite pastimes? According to the Sports and Leisure Market Potential Report prepared by ESRI, Bartlesville residents' recreational interests are concentrated in activities, as shown below.⁵

Category	Bartlesville Residents
Hunting With Rifle	133
Hunting With Shotgun	128
Fishing	125
High School Sports	124
Target Shooting	115
Motorcycling	111

Note that the number compares Bartlesville's residents' interests to those of United States residents based on a benchmark of 100. Thus, Bartlesville has 33% more Hunters with Rifles than residents of the United States. Beyond what they participate in, watching NASCAR Auto racing is very popular.

Thus, from a "macro" viewpoint, it would be safe to conclude that the City of Bartlesville is not a hotbed for golf. A capital investment expended at the Adams Municipal Golf Course will not likely generate a sufficient return on investment, even if an increase in fees that will only ameliorate the losses.

That raises the question of whether Adams Municipal Golf Course's current experience is consistent with residents' desired experience.

The Predictive Index

For a golf course to be economically successful, it must possess one of two criteria:

- 1) It must be of sufficient championship caliber, i.e., Bethpage, Crandon Park, Harding Park, and Torrey Pines, to attract tourists beyond a 10-mile radius who are willing to pay a high green fee to play the nationally acclaimed courses or

⁵ ESRI, "Sports and Leisure Potential Report," Pg 1.

- 2) It should provide an experience that matches the attitudinal behavior of residents within the 10-mile radius.

The Experian MOSAIC Profile measures the attitudinal behavior of residents. Experian classifies individuals into ten categories. Most golfers are classified into the following categories: sophisticated singles, bourgeois prosperity, career and family, or comfortable retirement. For the City of Bartlesville, the chart below highlights the distribution of the population among these categories:

Experian MOSAIC Profile Supports Recreational vs. Championship Golf			
Adams Golf Club	Population	Index -	-2.87%
10 Miles		Distribution by Behavior Category	Compared to US Population
Sophisticated Singles	66	0.14%	-2.66%
Bourgeois Prosperity	5,314	11.22%	-4.58%
Career and Family	4,142	8.74%	-4.56%
Comfortable Retirement	8,488	17.92%	8.92%
Routine Service Workers	5,154	10.88%	-6.32%
Hard Working Blue Collar	12,192	25.74%	14.84%
Metropolitan Strugglers	1,345	2.84%	-13.46%
Low Income Elders	745	1.57%	-1.13%
Post Industrial Survivors	6,984	14.75%	8.25%
Rural Inheritance	2,934	6.20%	0.60%
Total	47,364	100.00%	
© 2024, JJ Keegan+			

The Predictive Index compares the attitudinal behavior of residents, i.e., the experience they seek measured against the slope rating of a golf course, which indicates its difficulty. Shown below is the Predictive Index calculation matching the pre-deposition of Bartlesville residents to the golf experience they are seeking:

MOSAIC Profile									
>45		0	2	3	4	5	5	5	5
40		0	2	3	4	5	5	5	5
35		1	3	4	5	4	4	4	4
30		1	3	4	5	4	4	3	3
25	1	2	4	5	4	3	3	3	2
20	1	2	5	4	4	3	2	2	1
15	2	3	5	4	3	2	2	1	
10	2	3	4	3	2	2	1		
5	3	4	4	2	2	1			
0	3	4	3	2	Adams Gold	Adams White	Adams Blue		
-5	3	4	3	1	1				
-10	4	5	2	1					
-15	4	4	2						
-20	4	4	2						
-25	5	4	1						
-30	5	4	1						
< -35	5	4							
Slope Rating	110 - 114	115 - 119	120 - 124	125 - 129	130 - 134	135 - 139	140 - 144	145 - 149	150 or >

Note 1: The rating schedule measures the probability that the golf course experience matches that desired by residents on a 6-point scale: 0 = little chance, 3 = fair, 5 = Excellent.

Note 2: The Slope rating measures the difficulty of a golf course. New entrants and recreational golfers seek to play golf courses that match their abilities.

Note 3: The MOSAIC profile is a customer segmentation model designed by Experian. It is a cross-channel consumer classification system that reflects the attitudinal behavior of individuals.

Note 4: The cost of a round of golf includes the green fee and cart and can also be measured by the number of golf balls lost. Hence, new entrants to the game and recreational golfers seek a gentler and more forgiving course.

This analysis indicates that Bartlesville residents, in the aggregate, are seeking a golf course that is easier and more fun to play than what is currently offered.

That provides two options for the city to consider:

- 1) A renovation of one golf course includes shortening its length, removing bunkers and water hazards, and flattening the greens. This option is not viable. The Adams Municipal Golf Course is a superior championship golf course. Interestingly, during the recent City Amateur conducted in July 2024, Hillcrest Country Club members commented favorably on the test the Adams Municipal Golf Course offered.

- 2) The “gamification” of the range at Adams Municipal Golf Course by the installation of a covered pavilion, installing Top Tracer, and providing a warm and welcoming family environment as shown here:



The gamification of the range requires a capital investment of less than \$400,000, with an annual license of the Top Tracer approaching \$30,000. Golf courses that have installed Top Tracer have seen range revenues soar. In Paris, Texas, range revenues increased from \$75,000 to \$225,000. In Tacoma, WA, range revenues increased to nearly \$1 million during the pandemic.

This is a very viable option and should be considered within a five-year implementation plan. It would serve as the entry door to the game for residents and provide a great community asset to bind families and friends.

While the “macro” factors usually desired for profitability are not as strong as those preferred for the operation of Adams Municipal Golf Course, the “micro” factors of demand vs. supply provide evidential support for the facility's economic viability.

Demand vs. Supply

There are multiple methods to measure demand vs. supply: 1) the number of **people per golf facility**, 2) the number of **people per golf course**, 3) the number of **golfers per golf facility**, or 4) the number of **golfers per course**.

Demand for golf exceeds supply based on the population, as illustrated here:

Entity	United States	AGC - 10 Miles	AGC - 20 Miles	Kansas	Oklahoma
Population	337,470,185	47,827	65,436	2,940,000	4,050,000
Golf Courses	15,945	2	3	236	188
Golf Facilities	13,946	2	3	228	172
People Per Course	21,165	23,914	21,812	12,458	21,543
People Per Facility	24,198	23,914	21,812	12,895	23,547

Note 1: The City of Bartlesville's golf course population is based on a 10-mile radius of the facility provided by ESRI's ArcGIS Online.

Note 2: The National Golf Foundation provided the number of golf courses in the United States, Kansas, and Oklahoma.

Note 3: Apparation provided the number of golf courses for the City of Bartlesville based on a 10-mile, 20-mile radius from the facility.

Shown below are various facts regarding the City of Bartlesville's golf course that support the conclusion that supply exceeds demand for this public golf course:

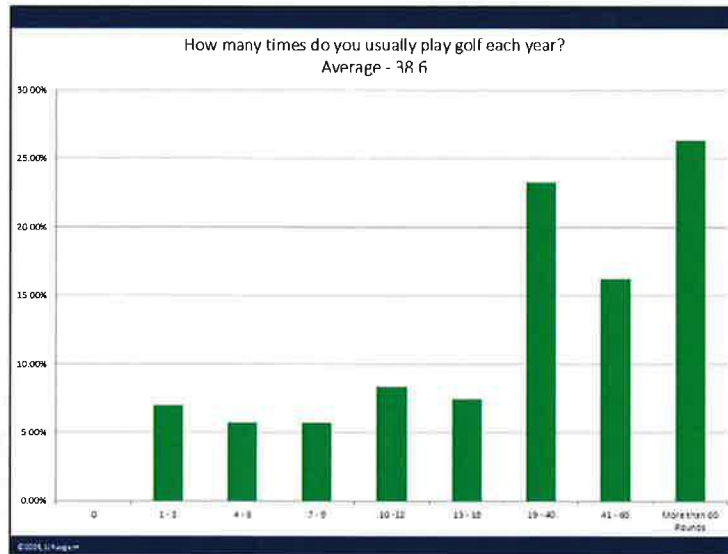
Sources: Apparation and the National Golf Foundation		
	Adams Municipal Golf Course - Tactician Data Source 2020	U.S. Per Course - 2023
Demand		
Total Golfers	3,236	26,601,414
Rounds Played	63,611	531,000,000
Estimated Course Rounds - Market Supply	53,376	531,000,000
Rounds Per Course	31,806	31,985
Rounds Played Per Golfer	19.66	19.17
Golf Participation	20.79%	8.03%
Golfers Per Number of Golf Courses	1,579	1,668
Green Fee Carts/18 - Total Spending Per 18 Holes Within 10 Miles	1,201,231	1,416,063
Annual Spending	761	849
Cost Per Round	37.77	44.27

Thoughts for Consideration

While the amount of data presented can be daunting and overwhelming, and some statistics can seem contradictory, it is only by examining the breadth and depth of data that some summary observations can be made.

For the golf market in the City of Bartlesville and explicitly concerning the Adams Municipal Golf Course, the following conclusions can be drawn:

- 1) Supply exceeds demand concerning the number of golfers. However, the participation in golf by those individuals is higher than the national average. The average golf player has about 20 rounds per year. Those who responded 273 individuals to a community survey in conjunction with this engagement indicated that they average 38 rounds per year:



Note: The survey response generated a 91% confidence level with a 5% margin of error based on the number of individuals who play golf in Bartlesville.

- 2) Currently, golfers spend about \$1,201,232 per 18 holes, which is one benchmark as to the gross revenue potential of the Adams Municipal Golf Course from residents within a 10-mile radius. Thus, the total revenue generated is likely higher from golfers beyond the 10-mile radius, including tourists to the city.

- 3) Residents' income levels are below the national median, creating a ceiling on green fee rates. Capital investment made to sustain the golf course will likely not generate substantial incremental revenue, and the city's General Fund will have to support such investment.

Section 6 – Weather

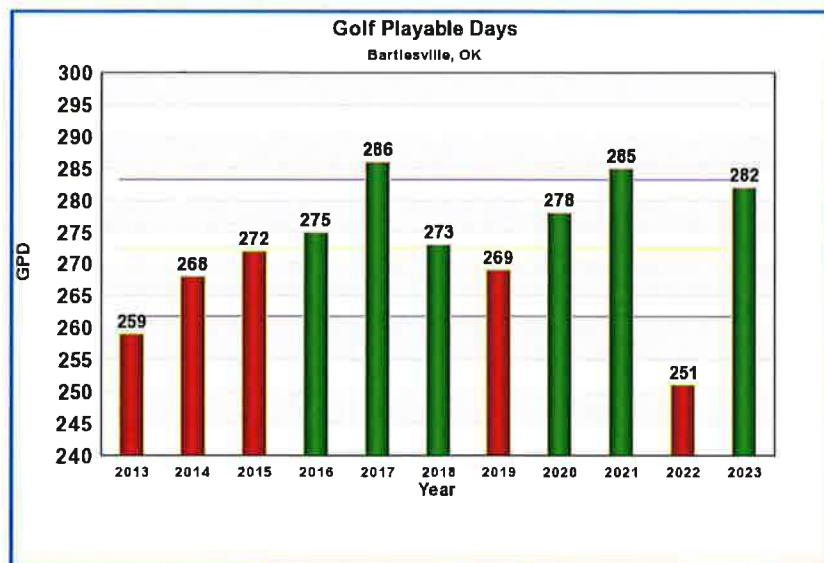
A Golf Playable Day

The most significant uncontrollable factor in the operation of a golf course is weather. There is a joke in the golf industry that when financial performance is positive, it is because of superior management. When economic performance is poor, it is because of the weather.

The number of golf playable days is directly correlated to the revenue potential of a golf course. A golf payable day is defined as a day where the maximum temperature is above 48 degrees and below 98 degrees Fahrenheit, precipitation is less than 0.25 inches of rainfall, and wind speed is less than 19 miles per hour.

While one can debate the definition of a golf playable day based on the locale of the golf course, using a standard benchmark provides consistency in analyzing the financial performance of golf courses within the United States. These numbers can be used to compare “good” years with “not good” years. Monthly values can help the owner determine when to have the most staff and plan for the most rounds.

Over the past decade, Adams Municipal Golf Course has averaged 272 playable golf days per year, representing 77% of the possible days to play in the calendar year, as shown below.

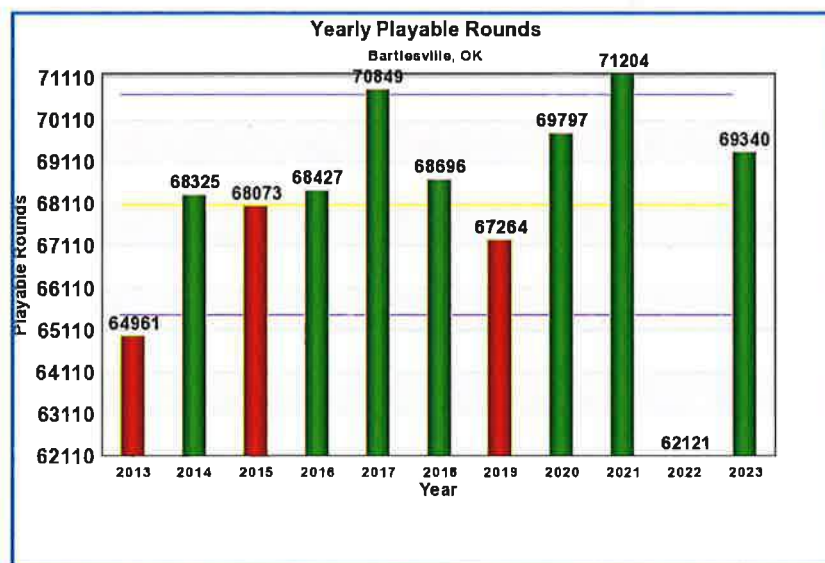


The number of playable days impacts the number of full-time personnel required within the golf shop. While the maintenance department should average 16,000 man hours a year, the golf shop's requirements are less, such that three or fewer full-time employees are necessary, with the remaining staff retained as seasonal employees.

Course Utilization

Another benchmark in determining golf's financial potential is the utilization of the golf course in comparison to the number of rounds that can be played.

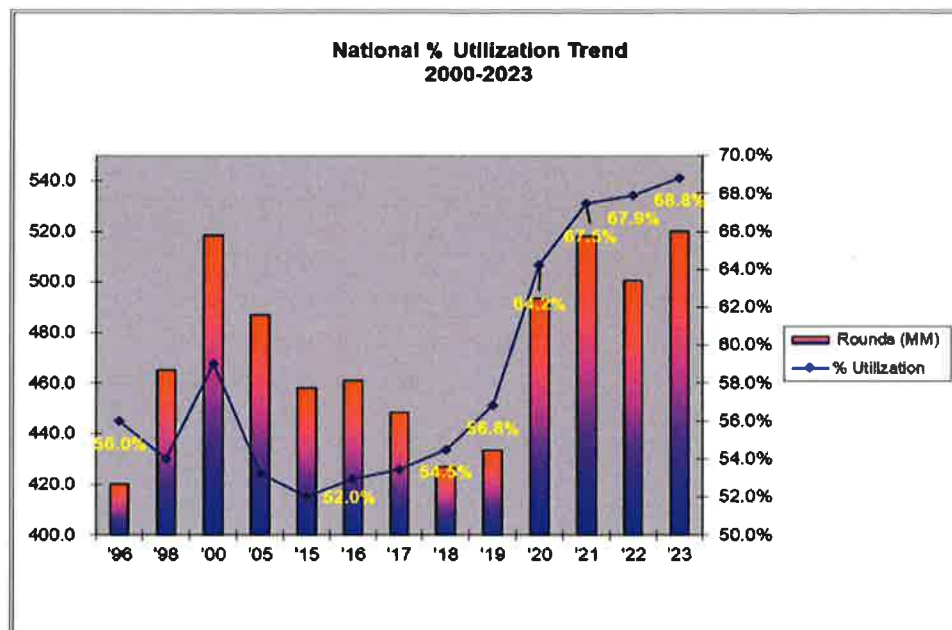
The theoretical capacity of rounds being played at Adams Municipal Golf Course per 18 holes is shown here:



Thus, as an 18-hole complex, Adams Municipal Golf Course could accommodate a maximum of 68,073 per year. This metric is calculated by weighting temperature and precipitation values by the number of rounds possible daily. This metric assumes 8 minutes between foursomes, and rounds start being played 1 hour after sunrise and stop playing 3 hours before sunset.

Nationally, the utilization of golf courses in 2022 and 2023 was near 70%, as shown here.⁶:

⁶ Golf Inc., *Will We Hit 520 million in 2023?* (November/December 2023), Pg 11.



With golf courses nationally current at 68.8% of capacity, in comparison, Adams Municipal Golf Course is far below the national benchmark, as illustrated here:

Year	Rounds	Capacity	Utilization
2024	35,000	68,073	51.42%

A caveat needs to be stated. Is 35,000 rounds the accurate number? No one knows. Under third-party management, it is surmised that season pass holders may or may not have checked in and that the registration of the individual golfer was lax. The typical golfer will have registered and captured email addresses between 3,500 (rural locations) and 11,000 (metropolitan centers). The Adams Municipal Golf Course database registered less than 350 names as of August 17, 2024. It is speculated that the actual number of rounds played (an individual teeing off and playing at least one hole) was between 32,500 and 40,000.

However, the additional revenue that can be generated by requiring tournament contracts, player count within ten-day guarantees before the event, and deposits, merely the increase in utilization of the golf course, even at rates in effect, reflects a tremendous potential to generate additional revenue at Adams Municipal Golf Course demonstrated here:

Utilization: National Average	68.80%
Utilization: Adams Municipal Golf Course	51.42%
Underutilization at Adams Municipal Golf Course	17.38%
Additional Rounds (68,073 * 17.38%)	11,831
2023 Revenue Per Round	\$11.58
Potential Additional Revenue with Utilization at National Benchmark	\$137,002

Season Passes (Also Known As “Annual Passes”)

Understanding the number of playable golf days can help establish a fair and equitable fee for season passes.

Over 75% of municipal golf passes offer varying “season passes” that provide unlimited play. The most common season passes are five-day (weekdays only) and seven-day passes. Senior citizens are often offered discounts on these passes.

Someone always loses when season passes are issued: the golf course if the golfer excessively uses the pass beyond “breakpoint” or the golfer who buys the pass in anticipation of playing frequently during the year but doesn’t.

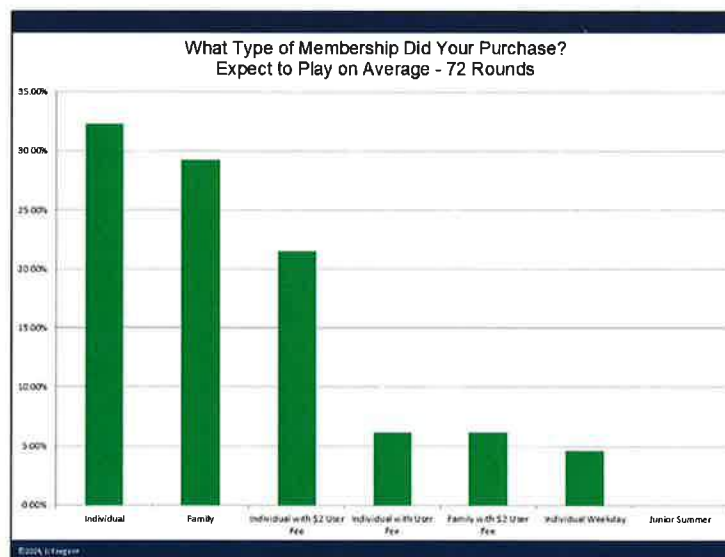
Presented below is a calculation of how the Adams Municipal Golf Course annual pass is excessively discounted:

	Unlimited Pass - Walking: Nationally	Unlimited Pass Walking Current - 2024	Unlimited Pass Walking Proposed for 2025
Transferable	No	Yes	No
Holes	18	18	18
Playable Days	260	272	272
Playing Frequency	32%	30%	30
Rounds Played	83	81	81
Rate Rack	\$37.00	\$22	\$35
Frequency Discount	30%	40%	40%
Proper Annual Fee	2,155	1,069	1,701
Current Annual Fee		898	898
Season Passes Underpriced by		171	803

Note: The national benchmarks are based on a survey by JJ Keegan+ in July 2019 regarding how golf courses calculated their pass rates based on the forecasted frequency of visits and the discount to accord.

Currently, Adams Municipal Golf Course sells ~150 annual passes. Based on current rates, \$37,350 could be generated in additional income. Based on the proposed rate of \$2,132, \$139,200 in incremental revenue might be earned. Is that likely – no. The substantial increase in the season pass rate will cause a political fallout, such that an increase from \$900 to \$1,500 is suggested to be implemented after the renovation is completed.

One might also question if the average season pass holder plays 87 rounds. While some play over 150 rounds, in the community survey conducted, current season pass holders indicated that they anticipate playing 72 rounds, as shown here:



Thoughts for Consideration

The season pass program is flawed for many reasons, including that it provides access to the tee time and blocks golfers who would otherwise pay the prime-time rate. An unlimited season pass, and a season pass with a \$2 user fee are offered. The season pass with a \$2 user fee should be discontinued.

The most profitable municipal golf courses do not offer unlimited season pass rates. They sell a loyalty card for \$99, \$199, or \$299 that provides discounts of 10%, 20%, or 30% on every round based on the prevailing rate on the date and time played. This program's advantage is that it

prevents excessive abuse by golfers who play over 100 rounds, and more importantly, customers pay each time they visit the facility.

While existing season pass holders are likely to oppose this loyalty program, it merits consideration after the renovation.

A final thought regarding the impact of the course closure in November on season pass holders: season pass sales should be suspended immediately. The nominal incremental revenue generated as the golf season nears an end does not compensate for the administrative challenges created.

Each season pass should be analyzed to determine its expiration date. It is anticipated that many of those passes will expire after the course is closed, to which those golfers are entitled to a rebate. They should be provided the option of:

- 1) Receiving a proportional cash rebate for the unused months remaining with the option of repurchasing the season pass at the then-market rate when the course reopens.
- 2) Have their passes extended for the remaining months after the course reopens.

Ideally, presuming the adequacy of cash reserves, we would suggest that Option 1 be selected. Upon the course's reopening, that would facilitate all season-expiring passes on the same date, enabling season pass price increases to be implemented efficiently.

Section 7 – Technology

The Basic Data Set

The foundation of every successful golf course is a technology platform that seamlessly integrates the elements of all profit centers into a streamlined information and reporting system.

One of the most significant areas for improvement in Adams Municipal Golf Course's operation is its use of the Teesnap POS/TTRS management system. The golf course has only developed a customer email database of less than 400 customers; contemporary email or text marketing messages are not sent.

Here are four of the missing data points of the many needed to manage a golf course effectively:

- How many rounds are played at Adams Municipal Golf Course
- Number of rounds by time of day, day of week, time of year
- How many reservations are made by online booking vs. phone.
- Rounds and spending by individual

Golf course personnel need the essential data to manage the golf course effectively.

Today's leading golf management software companies can provide an integrated solution that captures the essential data of the business operation, provides customer relationship tools, and enhances the golfer's experience through online reservations. These systems include the following modules:

- Point of Sale
- Food and Beverage
- Customer/Membership Management
- Marketing
- Merchandise
- Pricing Revenue Streams
- Range
- Tournaments Scheduling and Contract Documentation
- Website

The insights and perspectives generated from these systems are essential to managing a golf facility effectively, and the following reports are included.

Customer Analysis

- 1) Customer Distribution: stratifies golfers into ten segments by number and spending.
- 2) Demographics: age, income, and ethnicity of customers
- 3) Customer Retention: core, new, and lost customers
- 4) Spending by Class: SKU generates the highest yield per transaction.
- 5) Spending by Individual: the best customers by frequency and spending
- 6) Zip Code Analysis: residential and business location of customers.

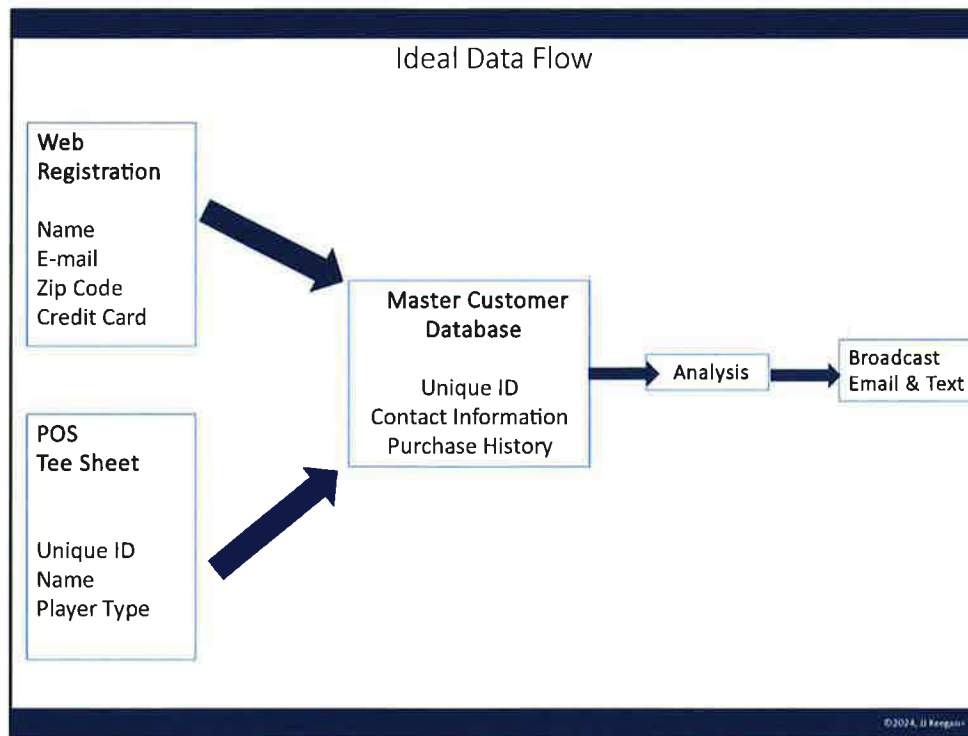
Facility Analysis

- 7) Merchandise Sales by Vendor: rank vendors' orders by inventory, sales, and turnover.
- 8) Reservations by Booking Method: customer preferences, i.e., phone, website, etc.
- 9) Reservations by Day of Week: highlights daily demand to facilitate proper pricing.
- 10) Revenue Benchmarks: benchmarks (green fees, carts, etc.) compared to norms.
- 11) Revenue Per Available Tee Time: established net rate per round by time slot
- 12) Revenue by Department: focuses on revenue centers
- 13) Revenue Per Hour: identifies which hours generate the most revenue
- 14) Rounds per Revenue Margins: customer frequency versus yield per customer
- 15) Course Utilization: demand vs. supply by time slot

Customer Relationship Management

Registering all golfers is fundamental to effectively managing a golf course, as it facilitates a customer relationship program that can create customer loyalty.

Five modules are needed to create an effective customer relationship program. For a golf course, the ideal system will have the following components: (1) a website, (2) an electronic tee sheet, (3) a customer database, (4) a customer relationship management system, and (5) a broadcast e-mail and text messaging system linked together as depicted here.



An advantageous software system will allow golfers to self-register on the Web or be registered by staff personnel.

Because many customers may be one-time visitors, many golf course managers don't have a compelling desire to register all customers. However, it can and should be done. We have observed that the best golf course may capture up to 95% of customer names and e-mail addresses but capture only 60% of the transactions by linking the customer's name to the transaction. Merely gathering the e-mail address allows you to know who your customers are. Tracking the transaction data provides insight into how much revenue each customer generates.

The electronic tee sheet is the basic building block of a well-designed customer relationship management system. Each golfer should be registered by the day of play and time of day. When the golfer or the employee clicks to process the transaction, the POS system automatically calculates the correct green fee for that golfer by category, day of the week, and time of day. Most people don't realize that a golf course may have more than 75 different rates. The POS system that processes the cart, merchandise, and other items creates a unified customer record.

Integrating this system preserves a repository of meaningful customer information (e.g., customer spending, inventory turns, accurate round statistics by golfer type, or the ability to

ascertain statistical course utilization as measured by revenue per round or revenue per available tee time). Thus, a potential resource for future management needs to be recovered.

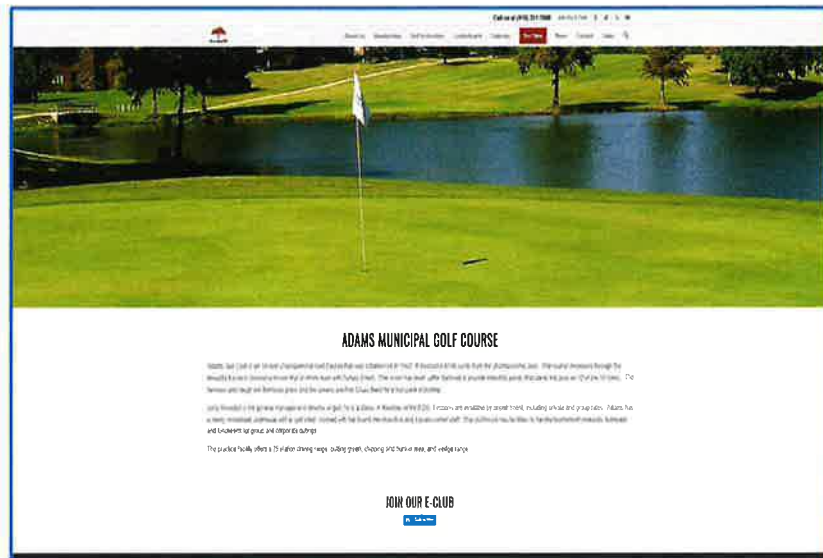
Customer loyalty can be created by amassing a customer database of meaningful information. The by-product is that the golf course derives the following benefits:

- Maximize Revenue
 - Web-based marketing presence for national exposure
 - Reservation cards sold for premium access.
 - Dynamic yield management
- Increase Operational Efficiency
 - Better internal control
 - Improved reporting
 - Elimination of repetitive tasks by staff
- Enhance Customer Service
 - 24-hour access to tee-time reservations
 - E-mail and text communication of promotions, tournaments, and updates
- Prepaid gift cards sold online

The question is not “if” but “when” for Adams Municipal Golf Course to fulfill its potential and become financially self-sufficient.

Website

Adams Municipal Golf Course website reflects that this technology has yet to be embraced to enhance the customer experience. Here is the link to the page: [Adams Municipal Golf Course | Tulsa Golf Course | Tulsa Public Golf \(adamsmunigolf.com\)](http://AdamsMunicipalGolfCourse.com), which is displayed below:



The current website, while functional, has several areas that need improvement. For instance, it is highly dated, offering Cart, Range, and Membership passes as of 2020 and Junior Golf Information for 2021. The “leaderboard” consists of meaningless advertising by local vendors. There is little information on lessons or programs for adults. One will note that as of August 31, 2024, the name of the former third party is still displayed. The site was not brought current during the management transition.

More importantly, the website prohibits golfers from booking tee times online. It is inconceivable that online tee time reservations on the site hosted by Teesnap, which offers that technology, have not been implemented. Online tee time reservations allow a golf course to greatly enhance the customer experience, reduce labor expenses, and develop a meaningful customer database to facilitate marketing.

What is just as puzzling is that of the 8,042 public 18+ hole regulation-length golf courses, 21% do not offer online tee times, according to Mike Dickoff of Apparation LLC, one of the golf industry’s leading information technology companies. Adams Municipal Golf Course falls within this category of latent adopters.

To make a tee time, the golfer must call the shop. This partly explains why the course’s utilization is so low. The policy of when tee times can be made, i.e., seven days in advance, is not displayed.

For most golf courses in the United States, a golfer can only book a tee time seven days in advance. This policy may be a remnant of the days of paper tee sheets, costing the industry

hundreds of thousands of dollars annually. The City of Bartlesville should rethink its tee-time reservation policy.

In Colorado, there is a group of very savvy PGA golf professionals at municipal and daily fee courses that are offering the advanced booking of tee times beyond a seven-day window, generating impressive incremental revenue as shown here:

City	Castle Rock	Denver	Eagle	Golden	Larkspur	Steamboat
Course	Plum Creek	Green Valley Ranch	Eagle Ranch	Fossil Trace	Bear Dance	Haymaker
Ownership	Daily Fee	Daily Fee	Municipal	Municipal	Daily Fee	Municipal
The Standard Booking Window	7 Days	8 Days	8 Days	7 Days	7 Days	Ten days
Advance Booking Window	8 – 90 days	9 – 90 days	396 days	396 days	8 – 90 Days	11 – 90 Days
Fee	\$10 per person	\$15 per person	\$20 per person	N/A	N/A	\$15 per person
Guaranteed	Non-Refundable	Non-Refundable	Non-Refundable	N/A	N/A	Non-Refundable
Dynamic Pricing	Yes	Yes	Seasonal Pricing	No	Yes	Seasonal Pricing
\$75 WD, \$85 WE	Starting at \$65 WD, \$90 WE	Starting at \$77		Starting at \$80	\$149 WD, \$179 WE	Starting at \$75
Advanced Booking Green Fee	\$85 WD, \$95 WE	Starting at \$80 WD, \$105 WE	Starting at \$77	\$160	\$195	\$169
Advanced Reservation Fees – 2023	\$92,390	\$31,500	\$39,480	N/A	N/A	\$21,315
Advanced Booking Green Fee Differential Impact – 2023	\$693,000	N/A	N/A	> \$750,000	>\$750,000	N/A

Course	Plum Creek	Green Valley Ranch	Eagle Ranch	Fossil Trace	Bear Dance	Haymaker
% of Online Booking	85%	50%	70%	99%	87%	65%
Phone Reservations Allowed	Only 7 Days in Advance	Only 8 Days in Advance	Only 3 Days in Advance	Only on the day of the Play	Only 7 Days in Advance	Only 10 Days in Advance

The policy at Fossil Trace is fantastic.

Starting on December 1, 2023, golfers could book tee times for any day in 2024. While the rack rate is \$80, the advanced booking fee, which includes a green fee, cart, and a sleeve of balls (a gift not shared before checking in), is \$160. Including the sleeve golf balls, it generated \$148,800 in supplemental merchandise revenue in 2023.

It should be noted that every other Saturday morning, the league player pays about \$115, including a green fee, cart, and entry into the weekly event in which 50% of the prize earnings are spent within the pro shop.

This policy results in fifty-three percent of tee times being booked more than seven days in advance. When considering tournaments and leagues, over 90% of tee times are booked more than seven days in advance.

Golf courses are latent adopters of technology. Policies that would boost their cash flow are often overlooked.

Considering the demand now exceeds supply, the City of Bartlesville would be well advised to follow the leadership of the sage Colorado PGA Professionals and implement advanced booking of tee times to maximize revenue during this resurgence within the golf industry.

Technology – Cash or Barter?

The selection of an integrated management system introduces the concept of acquiring the software for “FREE” by engaging in barter: offering the software vendor twice daily to sell and earn the revenue they generate.

Currently, the Adams Golf Club uses Teesnap and does not engage in barter. It is advised that such a policy remains in place.

Why? There may be no more controversial topic in golf course operation than licensing a POS and Tee System via swap, which provides the software vendor with unfettered access up to three times daily. The National Golf Course Owners Association and the PGA of America have long opposed barter for software licensing and issued many joint publications pointing out the peril of this practice.

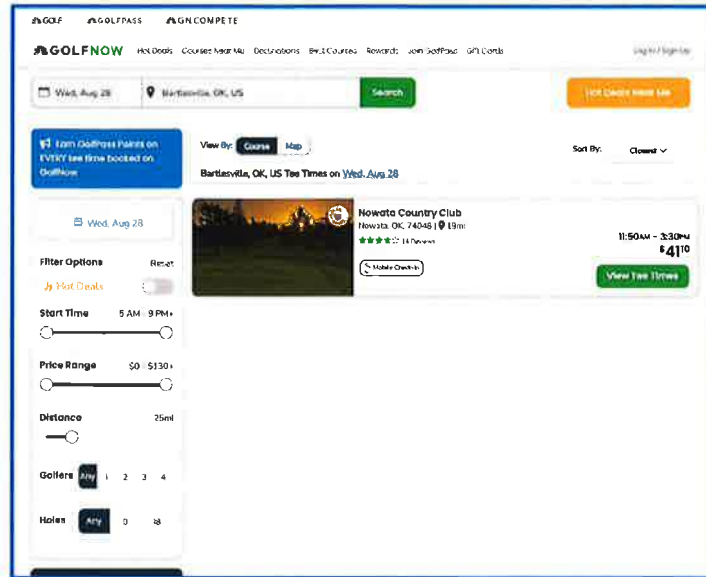
The case for barter is long-standing. Before the formation of the monetary financial system centuries ago, barter was the principal of economic trade.

Even today, barter is prevalent, exchanging a few green fees for advertising, legal counsel, accounting services, or receiving a discount on goods or merchandise. To the extent that a business enterprise has excess capacity, exchanging for goods or services that have value to the owner or a commodity that they won't use is logical.

So, what is wrong with barter?

The proponents of barter would argue that the value of tee times they sell and financially benefit from is an oversimplification of the issue and doesn't represent the fair value the Course received in marketing services, the convenience of creating a database of customers, or the value of the third-party brand as the default site public golfers use to reserve a tee time.

The marketing promise is, "If you do not use our platform, your course will lose visibility, leading to a decreased market share of rounds played. Such can be seen if one searches for a public golf course in the Bartlesville area; only the course at Nowata appears, as shown below:



But the issue is more complicated than that. The third-party posting a price below the rate charged by the golf course defines the value of the experience they will receive in the consumer's mind. Why would I reserve the 11:00 a.m. tee time from the Course for \$32 if I can buy the 11:40 tee time for \$20?

The golfer that uses a third-party tee time provider is not loyal to any course and is merely seeking a tee time at the lowest price that is most convenient to their schedule.

The most compelling reason not to opt for barter is that extensive, fully featured golf software is available for \$8,000 to \$10,000 annually in the golf industry.

Thoughts for Consideration

Considering the limited resources, time, money, and technical proficiency, Adams Municipal Golf Course should begin using the features within the integrated Teensap POS/TTR management system and update its website offering online tee time reservations.

These steps will create operational data and customer information to market effectively. Upgrading the current technology is an untapped opportunity for the City of Bartlesville to enhance the customer experience and bolster customer loyalty.

Section 8 – Financial Performance & Implications

A Small Business with Big Challenges

Despite its recreational allure and positive brand image, the golf course operation is a small business subject to many uncontrollable factors, such as demographics, weather, and politics.

From 2006 to 2019, golf was in a state of decline as more than 150 golf courses closed nationally annually. Presented below are statistics reflecting the golf industry trends regarding golfers nationally and golf facilities over the past 14 years:

Benchmark	2010	2023
Golfers Nationally	27.1 million	26.6 million
Latent Potential Demand	45.0 million	45.1 million
Rounds Played	475 million	531 million
Golf Facilities	15,890	13,946

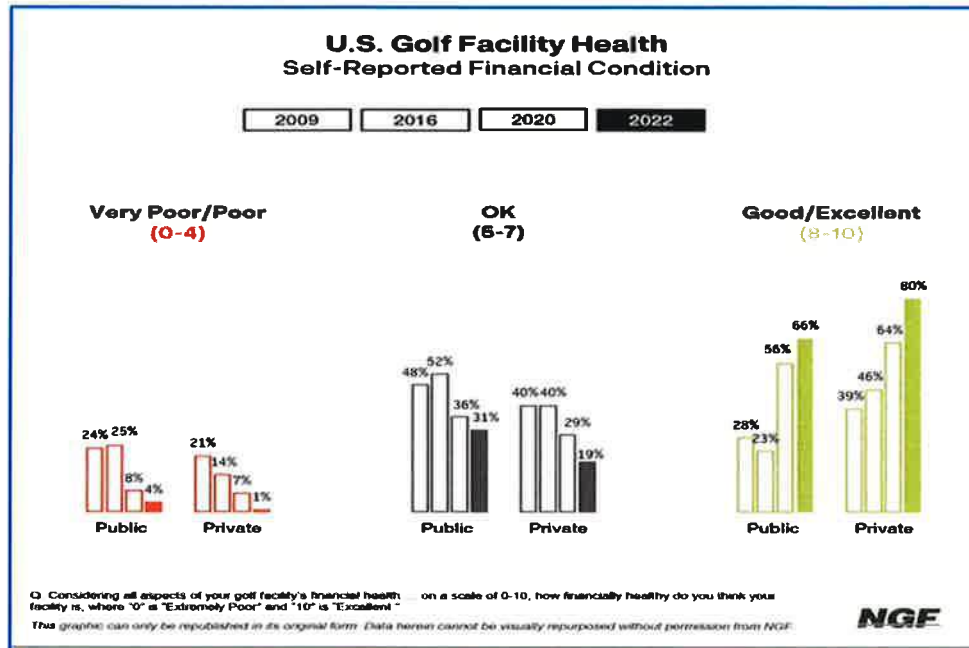
Note 1: 2010 and 2023 Statistics from National Golf Foundation Golf Participation Reports.

Note 2: The National Golf Foundation defines latent potential demand as people who didn't play golf in 2023 but indicated that they are very interested in playing golf on a golf course.

Many are surprised to learn that in 2000, 28.8 million golfers played 518 million rounds. Despite the feeling that the golf industry is surging today, it is merely approaching the levels of participation over two decades ago.

COVID-19 significantly resuscitated play as rounds nationally had fallen to 424 million in 2019. Rounds, revenue, and net income increased due to golf being perceived as a "safe, healthy recreational alternative during the worldwide health crisis."

As a result, the financial health of the golf course has dramatically improved, as illustrated here:



Rounds and revenues are up, and initiation fees and monthly dues have increased at private clubs. The impact of Covid-19 is clear. The answer to why golf is flourishing in 2023 is the combination of course closures (13.9% since 2006) and demand stimulated by the Pandemic, which allowed golf course owners to increase prices.

Adroit Management

Though revenue and net income increased due to the Pandemic, the question that needs to be addressed is, "Was Adams Municipal Golf Course adroitly managed to optimize the additional revenue opportunities from the surge in demand?"

Seventeen heuristic benchmarks effectively evaluate the efficiency of operational management. Heuristics refers to using mental shortcuts to quickly form judgments and find solutions to complex problems where an exhaustive study would not generate a more accurate conclusion.

Regretfully, due to the management model in which the third-party's revenues and expenses were "private" and not available to the City of Bartlesville, a comprehensive analysis of the historical performance of the Adams Municipal Golf Course benchmarks is not achievable.

From the available records, the following analysis was constructed:

	Benchmarks that Predict the Financial Health of a Golf Course	2024 Benchmark	Adams Municipal
1	Revenue: Multiply the prime rate green fee and cart rate times 60%. That result is multiplied by the number of starts. The result should equal your revenue from green fees and carts. Season pass sales and loyalty cards are added to the gross revenue.	\$463,438	\$321,657
2	Net Effective Yield Revenue Per Round. Total Revenue divided by Total Rounds divided by Highest Green Fees Rate (321,757/35,000)/\$22	60%	41.79%
3	Green Fee Indicator 1: Multiply the maintenance budget times .0001. The result should equal the green fee plus the cart fee: \$609,957	\$61.00	\$37.00
4	Green Fee Indicator 2: Multiply the median household income by .00073. The result should equal the green fee. Median Household income is \$55,079 vs US Median Household Income of \$72,603	\$40.20	\$37.00
5	Season Pass Fair Market Value: Multiply the number of playable days by 32%. That result is multiplied by the rack rate. That result is multiplied by 25%.	\$2,132	\$898
6	Cost of Goods Sold – Merchandise – 70%	70%	Unknown
7	Cost of Goods Sold – Food	40%	Unknown
8	Cost of Goods Sold – 30% Alcoholic Beverages	30%	Unknown

Note 1: The numbers in GREEN represent where Adams Municipal Golf Course operations were managed and exceeded the industry benchmarks. The numbers reflected in RED highlight areas of concern.

We are always amazed at how these heuristics provide valuable insights into a golf course's financial performance. Unfortunately, the Adams Municipal Golf Course has not been adequately managed historically.

Through the excess utilization and the underpricing of season passes, discounting, and other dilatory revenue practices, revenues totaling \$141,781 (\$463,438 - \$321,657) could have been foregone had the course been appropriately managed. A golf course should yield 60% of the

prime-time rate. Adams Municipal Golf Course only realized 41.70%. The rate of \$22 for an 18-hole prime-time green fee needs to be higher. The rates currently in effect at various area golf courses during August 2024 are presented below:

Golf Course	City	Slope Rating	Course Rating	Par	Green Fee	Cart	Season Pass	Cart Pass	Notes	Other
Adams Golf Club	Bartlesville	139	75.00	70	22.00	15.00	900	1,306	Includes Range in Cart Pass	http://www.adamsmunigolf.com/
Bailey Ranch GC	Owasso	134	73.10	72	35.00	15.00	N/A	2,148	Includes Range in Cart Pass, 20% Discount on Merchandise	http://www.bailey ranchgolf.com/
Canyons at Black Jack Ridge	Sand Springs	123	70.30	71	45.00	N/A	900	2,100	Cart Rate not disclosed on web site. Maybe included in green fees	https://www.thecanyonsatblackjackridge.com/
Cobblestone	Muskogee	132	74.10	72	35.00				Includes Cart	No Website
Heritage Hills GC	Claremore	130	73.10	71	25.00	15.00	999	1,899		https://www.heritagehillsgc.com/
Hillcrest Golf Course	Coffeyville	130	72.80	72	24.00	17.00	700	N/A		https://www.coffeyville.com/
Karsten Creek	Stillwater	152	77.20	72	400.00				Includes Cart	https://karstencreek.com
Kickingbird	Edmond	133	74.80	70	45.47	19.45	2543	3,897		www.edmondok.gov
Lakeside Memorial	Stillwater	126	72.80	70	30.00				Includes Cart	https://stillwatergolf.org
Lew Wentz	Ponca	117	71.00	70	24.00	15.00	983	1,037		https://www.poncacityok.gov/235/Lew-Wentz-Golf-Course
Peoria Ridge	Miami	127	73.74	70	70.00				Includes Cart	www.peoriaridge.com
Perry Golf and CC (9 Holes)	Perry	130	70.00	70	N/A	N/A	N/A	1,691	Green fee rates not posted. Appearance of private club	www.pgccok.com
Pryor Creek GC	Pryor Creek	125	72.60	72	33.00	16.00	N/A	N/A	Membership by application only, Dynamic Pricing on Green Fees	https://www.pryorcreekgolf.org

Beyond comparing to area golf courses, two statistics—maintenance expenditures and the median household income—provide evidence that the green fees are underpriced.

Other financial weaknesses in the operation of the Adams Municipal Golf Course are shown below. Fringe benefits tend to be high, no advertising or maintenance is conducted, maintenance express needs to be lowered compared to the estimated total gross revenues of \$1.4 million, and most importantly, the EBITA is a negative 50% of gross income.

#	Benchmarks that Predict the Financial Health of a Golf Course	2024 Benchmark	Adams Municipal
9	Total Salary Expense: Total salaries should be 40% of the total revenue for a municipal/daily fee golf course < \$100. For a private club, salary expenses can run 47% - 52% based on higher service and membership dues.	40.00%	Unknown
10	Fringe Benefits: Divide the total fringe benefits by payroll expense.	<30%	37.90%
11	Advertising and Marketing	2.00%	0%
12	Maintenance Expense: Total maintenance salaries plus all related expenses for the course, i.e., electricity, equipment supplies, fertilizer, gas, water, etc., of revenue. (Based on gross revenue). (\$645,041/\$1,400,000)	35.00%	48.80%
13	Chemicals, Fertilizers and Pesticides (Grounds Budget)	\$150,000	\$81,200
14	Water Expense: Multiple the number of gallons of water utilized by \$1.20 per thousand gallons (\$387 acre-foot).	< \$120,000	\$0
15	Utilities (this may vary based on local rates and national guidelines)	\$40,000	Unknown
16	Equipment Repairs with Leased Costs should be nominal unless nearing the end of the lease	\$50,000	45,750
17	EBITDA: Earnings before interest, taxes, depreciation, and interest should exceed 20% of gross revenue.	Positive 15%	Negative 50%

Thoughts for Consideration

One can't effectively operate under a flawed economic and management model for over thirty years and anticipate that a change in management will immediately address all the weaknesses in policies and procedures.

Revising the rate structure to reflect competitive market pricing is vital for the City of Bartlesville to begin reducing the operational deficit.

Adequately utilizing the POS/TTRS with a dynamic tee time reservation system that offers online reservations will be essential to developing the requisite financial data to manage revenues properly.

It should be noted that over 80 different rates may be offered depending on the time of year, the time of day, the type of golfer, and any promotions.

The goal of a golf course to reflect the impact of the multitude of rates offered is to achieve a revenue per round of 60% of the prime-time rate. Thus, a \$13 increase in the prime-time rate would create the expectation that revenue would increase by the number of rounds played time \$7.80 would increase green fee revenue by \$273,000, effectively eliminating the historical deficit when measured based on earnings before interest, depreciation, and amortization.

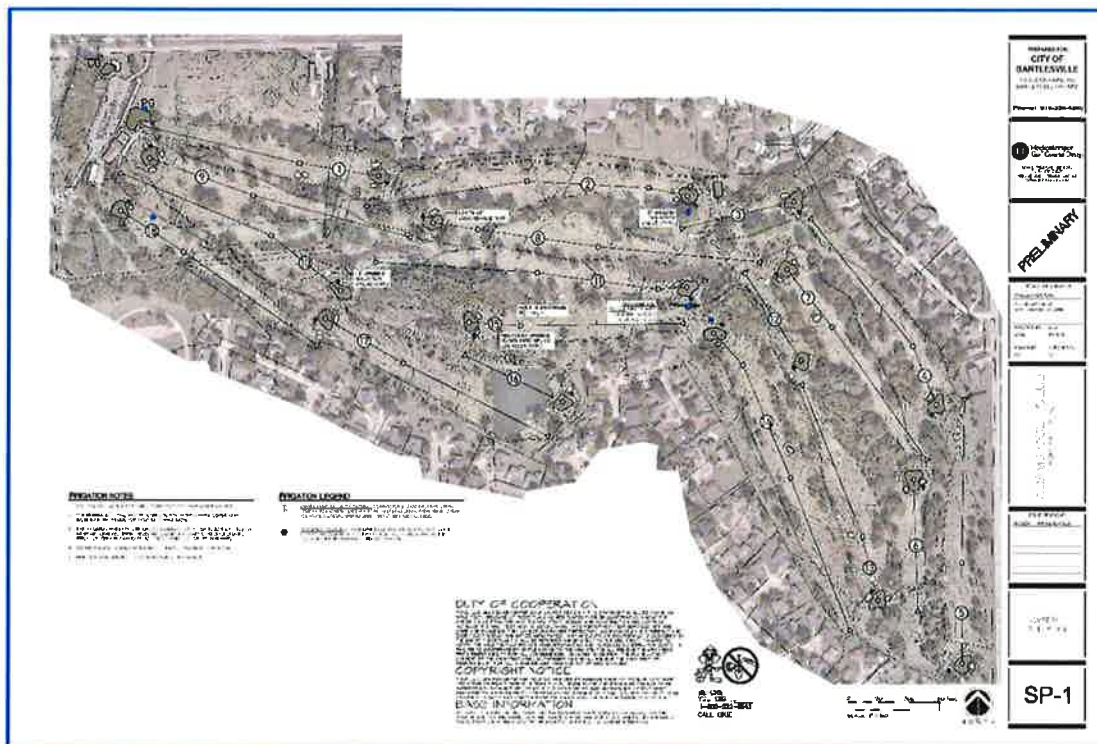
Section 9 – Agronomy/Architecture at Adams Municipal Golf Course

The Campus

The City of Bartlesville owns and operates the Adams Municipal Golf Club. Established in 1963, it is an 18-hole, par 72 course 6,745 yards long with a slope rating of 139, reflecting a challenging championship course.

This Floyd Farley-designed tree-lined golf course with strategically placed water features is exceptional. The course meanders through the beautiful Eastern Oklahoma terrain interwoven with Turkey Creek. The creek has been coffer-dammed to provide beautiful ponds that come into play on 12 of the 18 holes. The fairways and rough are Bermuda grass, and the greens are Pen Cross Bent for putting at a fast pace.

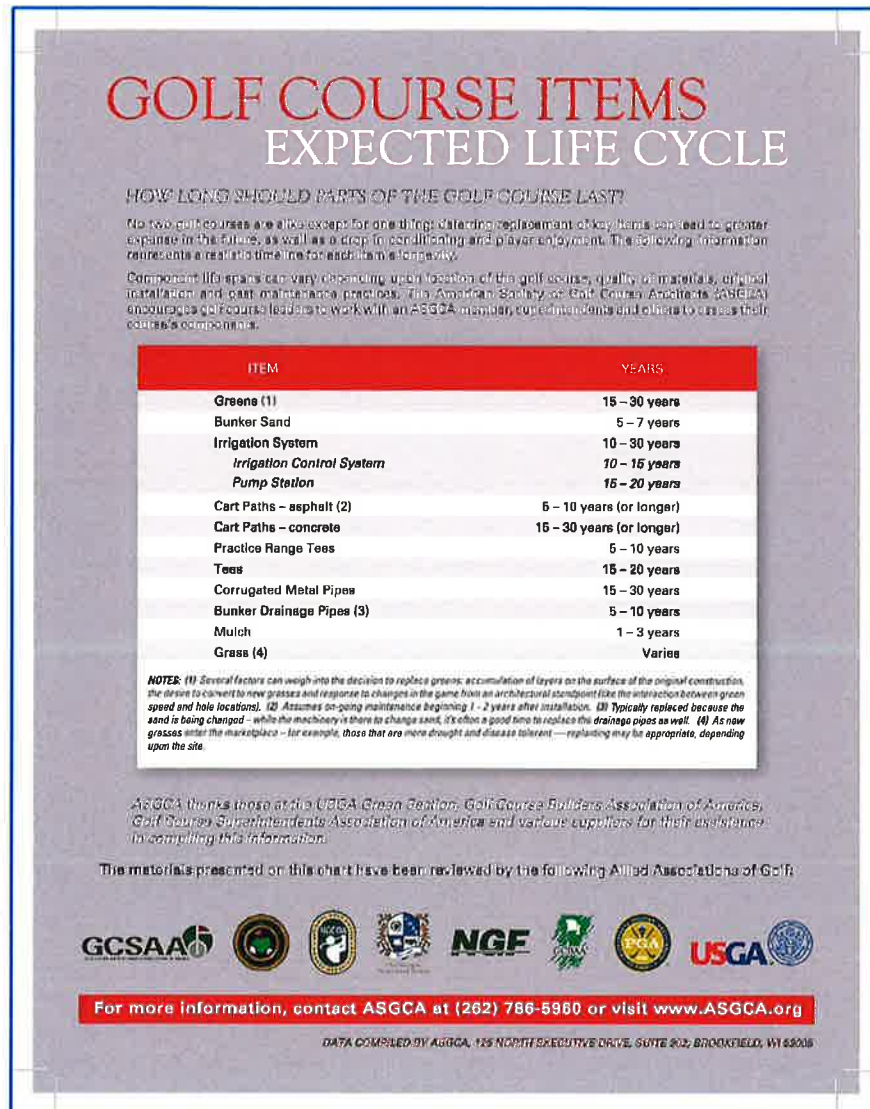
Here is a picture of the Adams Municipal Golf Course campus.



The Need for Capital is a Constant

The golf course is a living organism. It is only designed as the architect intended on the golf course's opening.

A golf course consists of many components, each of which has an expected life cycle shown here:



For the Financial Master Plan, we addressed the following items at Adams Municipal Golf Course Golf Course:

1. General Overview

- a. Aesthetics
- b. Playability
- c. Maintainability
- d. Security/Vandalism

2. Greens

- a. Size
- b. Grass Conditions
- c. Contour Analysis
- d. General Character

3. Tees

- a. Size
- b. Condition

4. Fairways

- a. Character
- b. Conditions

5. Cart Paths

- a. Condition
- b. Impact on course

6. Hazards

- a. Sand Bunkers
- b. Water
- c. Rough
- d. Trees

7. Drainage

- a. Flood Issues
- b. Erosion/Siltation
- c. Adjacent Development
- d. n Course Drainage

8. Practice Facilities

- a. Putting Green
- b. Short Game Area
- c. Practice Range

9. Golf Course – Expected Life Cycle

10. Hole-By-Hole Analysis

11. Estimate of Probable Costs

12. Safety Issue Options

Today, a fully featured golf course renovation costs nearly \$10 million. In analyzing the capital components of the Adams Municipal Golf Course, an investment of over\$ 9 million to recognize the life span of the various golf course components and an annual capital reserve nearing \$381,000 should be funded from cash flow as shown below:

Golf Course - Estimated Deferred Capital Expenditures: Conservative Approach								
Golf Course Name:		Adams Municipal Golf Course		Based on Maximum Life		Input Field	Automatic Calculation	
Component	Component - Sub Group	Last Investment	Years Minimum	Years Maximum	Estimated Cost to Replace /Repair/Remove	Years Since Asset Replaced	Deferred Capital Expenditures	Annual Capital Reserve
Greens		4 Greens (2 4 11 18) in 2000 Other 1963	15	30	2,500,000	30	\$2,500,000	\$83,333
Bunker	Sand	2020	5	12	150,000	5	\$62,500	\$12,500
	Drainage Pipes/Linears	2020	5	25	250,000	5	\$50,000	\$10,000
Bridges	8, 10, 11, 18	1963	30	50	75,000	50	\$75,000	\$1,500
Cart Paths	Concrete	1986 - 2002	15	30	850,000	20	\$566,667	\$28,333
Irrigation System	Irrigation Control	1963	10	15	225,000	30	\$225,000	\$15,000
	Heads and Swing Joints	1963	7	10	600,000	30	\$600,000	\$60,000
	PVC Pipe	1963	20	30	550,000	30	\$550,000	\$18,333
	Pumps	1963	10	25	250,000	20	\$200,000	\$10,000
	Pump House	1963	15	25	100,000	20	\$80,000	\$4,000
Practice Range Tees		1963	5	10	40,000	10	\$40,000	\$4,000
Restroom	12th hole	1963	30	50	250,000	50	\$250,000	\$5,000
Tees		1963	15	20	150,000	20	\$150,000	\$7,500
Trees, 4000 Estimated	500	1963	30	50	3,000	50	\$1,500,000	\$30,000
Turf Care Center	Mix/Load facility	1963	20	30	200,000	30	\$200,000	\$6,667
	Cold Storage (Equipment)	1963	20	30	850,000	30	\$850,000	\$28,333
	Equipment Repair Shop	1963	20	30	938,000	30	\$938,000	\$31,267
	Shop Yard (Concrete)	1963	20	30	225,000	30	\$225,000	\$7,500
Water Features - Lakes	Hole: 10	1963	20	30	100,000	30	\$100,000	\$3,333
	Hole: 11	1963	20	30	100,000	30	\$100,000	\$3,333
	Hole: 16	1963	20	30	100,000	30	\$100,000	\$3,333
Clubhouse Landscape		Volunteers	20	20	65,000	0	\$-	\$3,250
Clubhouse	Renovation	1963	50	50	250,000	50	\$250,000	\$5,000
					\$8,821,000		\$9,612,167	\$381,517

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Adams Municipal Golf Course Capital Needs

Realizing that a complete renovation of each golf course is not feasible, we evaluated what was critical, competitive, or comprehensive to enhance the experience at each facility. Investment starting at \$5.1 is suggested and allocated as follows:

	Critical	Competitive	Comprehensive	Total
Adams Municipal Golf Course	\$5,125,000	420,000	3,100,000	8,645,000

The critical path for these suggested investments for both the golf course and the clubhouse are shown here and detailed below:

Critical	Competitive	Comprehensive
Identify Permanent Water Sources, ending reliance on City Water. Cost unknown.	A new cart fleet is required. The cost will be \$1,500 per cart annually on a five-year \$1 buy-out lease or \$90,000 yearly. The lead time is currently 45 days.	Move maintenance building. The estimated guess is \$1.0 million to \$3 million.
Build a new bathroom on the 12th tee. Cost: \$125,000.	Food truck or resolve the need for more food and beverage options at the golf course. Estimated Cost: \$80,000.	Extend the range onto the current parking lot, considering the safety ramifications for the putting green and the first tee.
An estimated 500 trees could be removed with stumps ground. It will require grading, importing topsoil, and sodding/grassing areas where trees are removed—estimated guess of cost: \$500,000. The USGA Agronomic Section is scheduled for a site visit on November 19, 2024, to assist with identifying the trees.	Restore banks on lakes on 11 and 16. Estimated guess is \$200,000.	Install Top Tracer. The estimated initial cost of \$500,000 for the pavilion, electricity, and hanging towers. Annual lease: \$2,500 per stall.
Irrigation system. It is estimated to cost \$2.0 million for 18 holes. To avoid duplication of work when a two-row system is installed, it is essential to install 14 max two wires (\$0.60 per foot) simultaneously around the greens during the current renovation.	Repair defective bridges on 8 and 18. Estimated guess is \$150,000.	Remove locker rooms and install Trackman into bays. The estimated cost is \$100,000.
The greens' renovation involves tying in the bunkers correctly. Some bunkers have high lips, so pin positions near them are impossible due to the slight downward slope onto the green. The project cost \$2.5 million, which includes irrigation around the greens.		

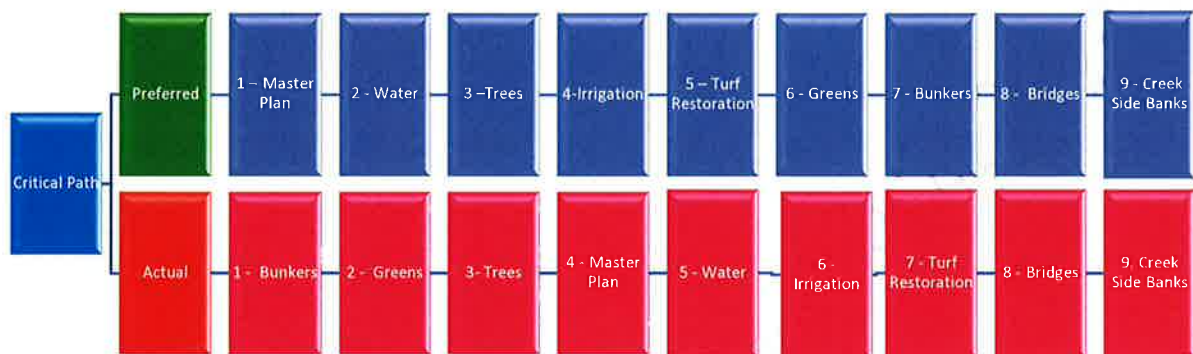
Note 1: Critical is defined as what is essential now and needs repair, adversely impacting current operations and revenues.

Note 2: Competitive is defined as those capital improvements required to ensure the current golf experience enjoyed by the golfers is comparable to that of other golf courses.

Note 3: Comprehensive is defined as the significant capital investment necessary to render the golf course in a state comparable to that on the da

Thoughts for Consideration

While the number of capital investment projects borders on mind-numbing and is highly restricted from occurring in the short term due to the GO bond funding that is required to provide the funds for such projects, the critical path we suggest for the golf course be as follows:



Regarding the clubhouse and the remaining campus, the following projects will require capital investment:



Section 10 – Operations

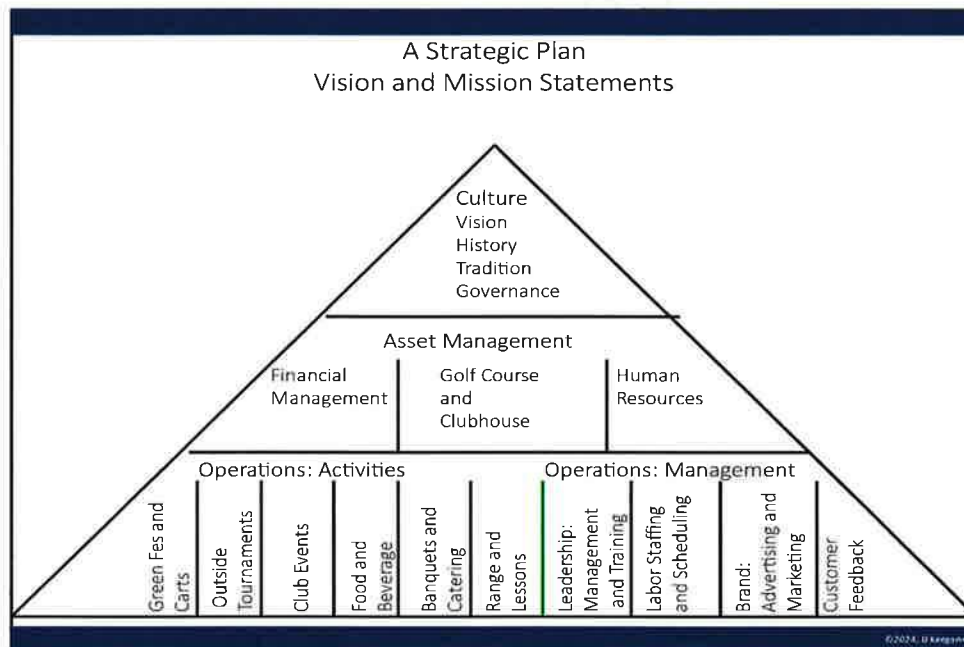
Why – How – What

Attracting golfers to a facility starts with a marketing program that encapsulates the facility's vision and mission statements, creating a brand image that the customer identifies with and embraces.

The vision and mission statements define, from the customer's perspective, the purpose of the golf course and how the experience they will encounter.

Some golf courses can define a compelling theme that entices the golfer to visit. Bandon Dunes, "Golf as It Was Meant to Be," exemplifies such a motivating statement.

In a well-managed operation, every operational decision can be traced to the tactical plan and the strategic vision.



The City of Bartlesville golf course has yet to formulate a vision or mission statement or create a compelling marketing message to attract and build customer loyalty.

In a Ted Talk viewed over 62 million times, Simon Sinek describes the "golden circle of communication, "WHY? - HOW? - WHAT?"

He states that all companies and organizations know what they do. They are easily able to describe their products and services. Some companies can explain HOW they are different—their unique selling position. Few companies can articulate WHY clearly.

He concluded that the most successful companies communicate from the inside out, while all others communicate outside. People don't buy WHAT you do; they buy WHY you do it.

By defining the strategic vision, the WHY your golf course exists translates into performance targets through goal-creation realized through marketing.

Here are a few examples of the vision statement some municipalities have embraced:

- 1) "We deliver a convenient and affordable recreational experience for those who play just for fun."

The subtle message here is that frequent customers who act as though this is their private club should sense the equality in the message and perhaps play elsewhere if they don't want to encounter beginners. Conversely, beginners and others might feel more welcome reading this "why."

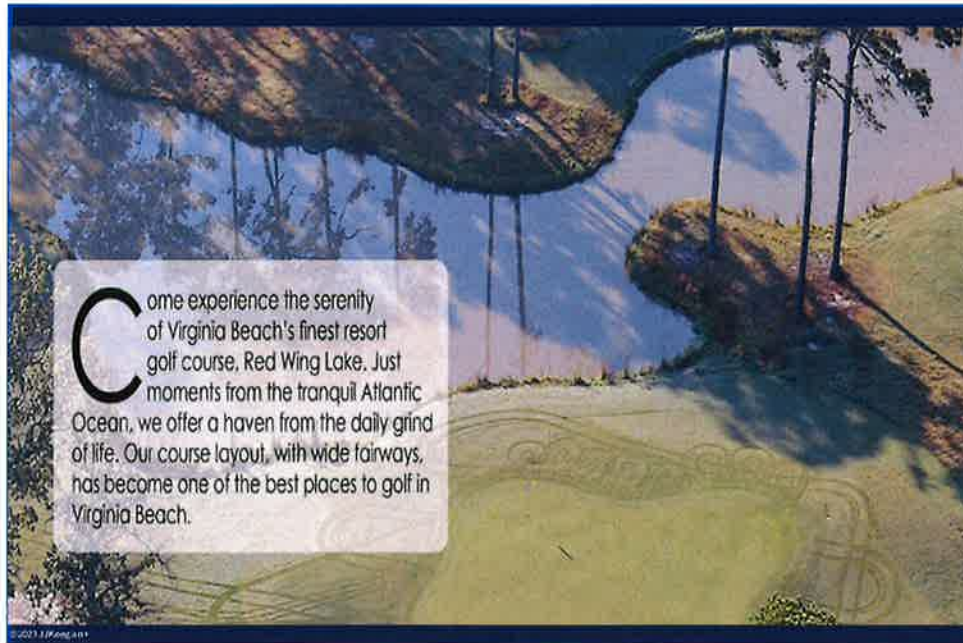
- 2) "We are here to provide a cauldron to allow you to learn how good you are at golf and to appreciate the game's traditions."

This would be appropriate wording for a course with a slope rating over 140. The subtle message here is to bring your game and that this is not the facility for rank amateurs who don't appreciate the challenges golf offers and the traditions so respected in golf that shape the game's culture.

- 3) "We will provide, in a responsible fiscal manner, as a recreation component of our leisure programs, golf consistent with the standards of the leading municipalities concerning green fees, maintenance, and administrative operations so that we maximize revenue, increase operational efficiency, and ensure optimum customer service as prudent stewards of government-owned assets."

This is a good message for a golf course in an enterprise that recognizes that only 1 out of 7 residents play golf and that the municipality is a good resource steward, realizing the average golfer earns over \$100,000.

Several years ago, the City of Virginia Beach embraced creating a compelling marketing message for its golf course. For their premier golf course, the marketing message was:



Regardless of the message that Bartlesville chooses to convey, it should appear on the home page in a series of rotating banners that highlight the course's value and entice the customer to play.

Cost-Effective Marketing Tools

Most golf courses could be more effective at marketing. Adams Municipal Golf Course falls into this category. Some cite the lack of personnel, and others cite cost.

We are very sympathetic to the time requirements for sending marketing messages to golfers. Hootsuite offers an effective software tool for slightly over \$150 per year. A golf course can set up its marketing messages on this site and have them automatically distributed by parameters the golf course sets to the client email database and Facebook, Twitter, TikTok, and other desired social media platforms.

The sophisticated golf course operator might install LeadLander on their website. LeadLander is a website visitor analytics and reporting solution that provides specific details about each person visiting your site. Presented below is an example of the information provided by a person visiting one's website:



Based on the pages viewed, i.e., tournaments, the golf course might contact the customer to determine their interests and secure an outing for the facility.

Golf courses deploy other marketing activities. Some use Facebook, Twitter, and TikTok with less success. Print advertising, besides regional golf publications, is infrequently used in this digital world.

Thoughts for Consideration

The name “Adams Municipal Golf Club” is boring and doesn’t inspire a visit. In contrast, the course “The Battlefield” at Shangri-La Resort, about 80 miles away, is compelling.

Names of golf courses are principally based on a physical setting, history, flora/fauna, or the name of a city/state/person, as illustrated below:

What's In A Name? - National

Physical Setting	History	Flora / Fauna	City / State
Sand Hills	Sleepy Hollow	Pine Valley*	Plainfield
Cypress Point*	Winged Foot	Old Elm	Garden City
Prairie Dunes	Baltusrol	Fallen Oak	St. Louis
Southern Hills	Gozzer Ranch GC	Peachtree	California Club
Snake River	Fields Ranch GC	Torrey Pines	Bel-Air
Devils Tower	Shinnecock Hills*	Palmetto	Los Angeles CC
Mountain Ridge	The Concession	Loblolly	Atlanta Athletic
Red Ledges		Calusa Pines	Carolina GC
Desert Highlands		Oak Tree Nat'l	Milwaukee
Monterey		Rams Hill*	Augusta National
Peninsula		Pronghorn	Chicago GC
		Fox Chapel	

* Falls into two categories

We would suggest a marketing firm be retained to rename the golf course after the renovation is completed with an emotive name, such as Whispering Pines, Serenity Hills, Tranquil Waters, Majestic Meadows, Sunrise Ridge, Harmony Greens, or Mystic Valley. The course name should also drop all references to "Municipal" and "Club" (which denotes a private facility).

Possibilities include "Black Gold Golf Course" to celebrate Bartlesville's past or "Boot Ranch Golf Course" to honor the founder of the facility.

Section 11 - Public and Customer Input

Survey Says

As part of this Financial Master Plan, 273 individuals responded to 26 questions based on the city's marketing postings and emails sent to registered golfers at the course. The full study results are available upon request. Note: Based on the number of responses received, we are 91% confident with a 5% margin of error concerning the survey results.

In conducting over 300 municipal golfer surveys over the past decade, we are always chagrined by two insights these surveys generate:

- 1) The public golfer's observations consistently aligned with our professional thoughts regarding the experience created by a golf course.

Despite the moniker of being a "municipal golfer," these individuals have incomes consistent with golfers nationally.

- 2) The profile of the respondent is shown here⁷:

Category	Bartlesville Survey Respondents	US Golfers
Gender: Male %	68.0%	73.7%
Age	54.2	43.5
Income	\$108,543	\$103,464
Rounds Per Year	38.2	20
Courses Played Per Year	5.1	7

That raises the question, "If the median household income of the City of Bartlesville golfer is \$108,543, and they represent only 1 in 7 citizens, how does a municipality justify supporting the recreational leisure of the wealthiest portion of residents to ensure the basic needs of the City for fire, police, schools, and parks are met for a population that has the median household income of \$55,079?"

Thus, it is anticipated that the capital investment outlined in this Financial Master Plan would be recaptured from increased fees and higher facility visitation rates through more effective tournament scheduling.

⁷ National Golf Foundation, "2024 Golf Participation Report", Pg. 9

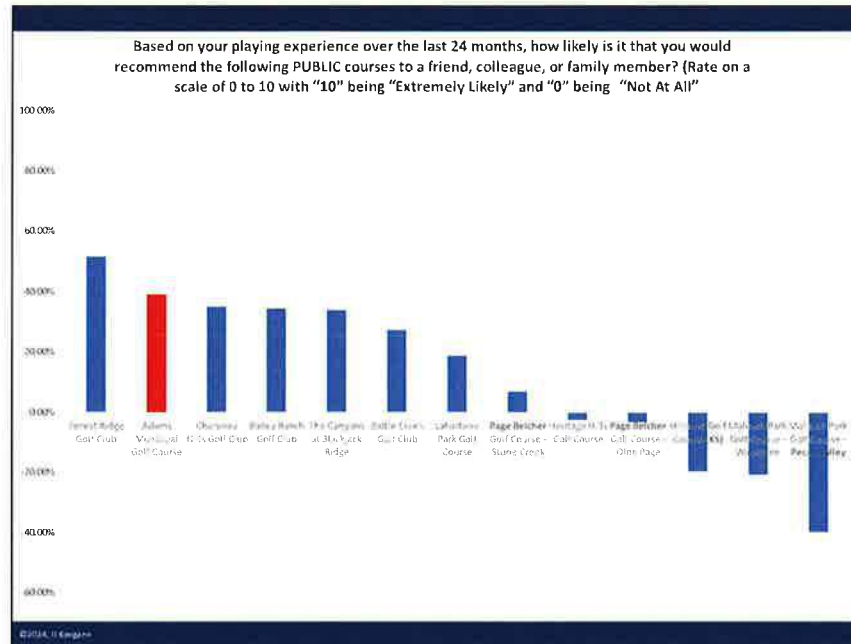
The respondents lived in various parts of the city and outlying areas illustrated here:



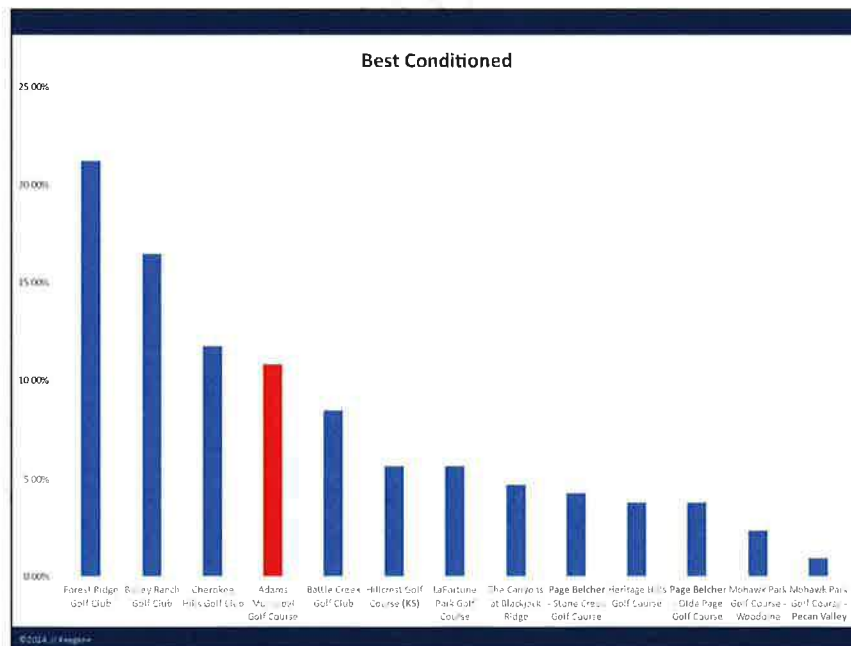
They were asked the following questions:

“Based on your playing experience over the last 24 months, how likely would you recommend the following public course to a friend, colleague, or family member? (Rate your likelihood to recommend on a scale of 0 to 10, with “10” being “Extremely Likely” and “0” being “Not at All Likely.” If you did not play a course, please indicate by checking “N/A”).

Their responses regarding their affinity for the City of Bartlesville’s golf course are shown here:

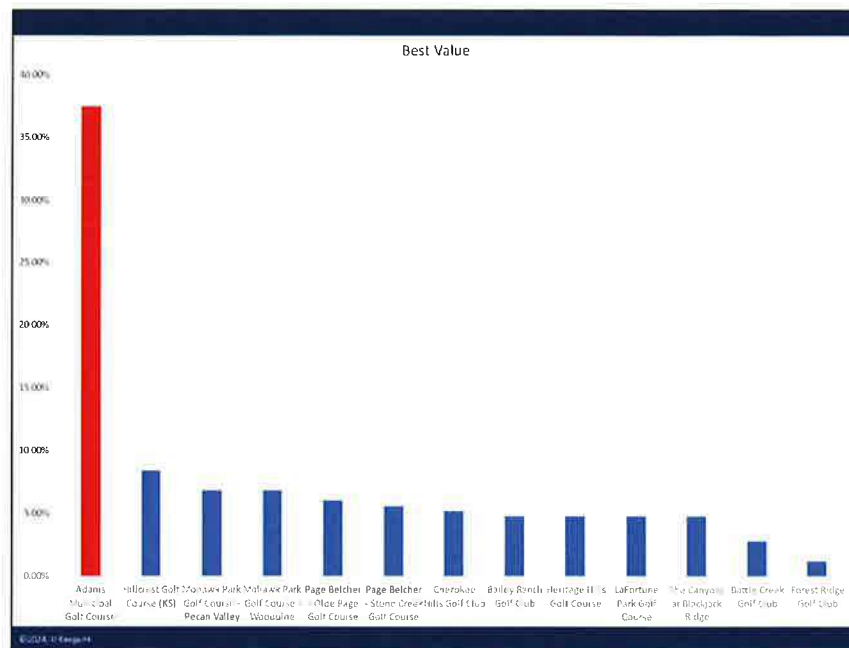


A concern, shown below by golfers in the survey, was the conditioning of the golf course where Adams Municipal Golf Course was ranked fourth amongst the competitive set, underscoring the need for capital investment at Adams Municipal Golf Course:



The respondents liked many things about Adams Municipal Golf Course. The course was ranked #1 in course layout, customer service, practice facilities, and price. Not surprisingly, the Adams Municipal Golf Course was ranked #1 for the best value, underscoring the failure to raise rates

materially over the past decade has catered to the interests of the golfer to the detriment of the city, as illustrated here:

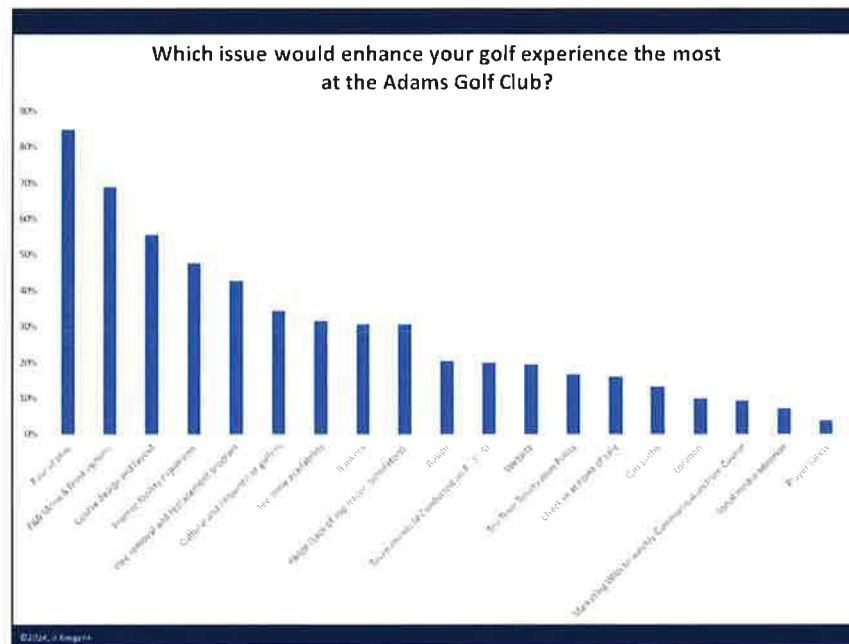


Thoughts for Consideration

Price is what someone is willing to pay. The best value represents the long-term worth of an item's benefits.

When capital investments have not been made, the course experience has degraded to requiring a large allocation of funds to keep the facility current. Considering the patrons who utilize the facility are focused on price and value, such an investment is now appropriate.

As germane, the golfers responded as to what changes at Adams Municipal Golf Course would enhance their experience shown here:



With the City of Bartlesville contemplating the acquisition of a new cart fleet, two features could be added to the carts that would meet the wishes of the golfers: adding GPS to the carts where the staff could effectively monitor the pace of play in the Pro Shop and the ability to order food and beverages from the cart. Adding GPS to the carts would also increase the management's ability to improve course conditioning by GEO coding areas where carts would be prohibited, i.e., near the greens or during wet spots accumulated on the course during heavy rain or everyday maintenance work.

Section 12: The Clubhouse

Another Concern

The Financial Master Plan Study asked a single question regarding Food & Beverage: “Does the current operating structure for Food & Beverage meet the expressed needs of the golfers and tournaments and provide the concessionaire a reasonable possibility of generating net income sufficient for their investment in resources and time.

The answer is “no.”

The current clubhouse needs to be adequately equipped to offer a food and beverage experience that meets the expressed needs of the golfers. Adams Municipal Golf Course provides drinks and a limited menu. Nominal seating is available for large tournaments. Storage is limited.

While Adams Municipal Golf Course has an operating kitchen, it also has limited seating within the Clubhouse and a small outdoor tournament pavilion.

Introducing a golf entertainment center at the range and installing a Top Tracer and a food truck would achieve several vital objectives consistent with the city’s innovative vision.

- 1) Provide an opportunity for year-round instruction.
- 2) Offer a location center for residents to be introduced to the game of golf in a hospitable setting.
- 3) Provide a community center for residents with a menu offering hamburgers, club sandwiches, hot dogs, brats, Caesar salads, beer, wine, and soft drinks.

Spurred by the Pandemic, the popularity of golf entertainment has expanded dramatically, from 3 entertainment centers in 2006 to 80 entertainment centers in 2023. Over 500 businesses have golf simulators. In 2023, the presence of entertainment centers hosted around 32.9 million people.

The age average of “off-course” golfers is 31; 42% are female, 43% are people of color, and 41% have household incomes exceeding \$100,000⁸. Off-course golf options now attract more individuals than on-course.

⁸ National Golf Foundation, “2024 Golf Participation Report”, Pg. 6

Golf is now experiencing brand revitalization. Off-course alternatives have given consumers' confidence that golf while challenging, can also be fun, entertaining, and exciting.

As a result, the game is becoming more popular, fashionable, diverse, and approachable.

Off-course options have created an environment that makes people want to play, provides a more approachable way for them to learn the game, provides the excitement of a good shot, and provides a sense of the requirements to play traditional golf.

Options to Expand Service Economically

What has become extremely popular at golf courses is food trucks.

Another option for Adams Municipal Golf Course is the introduction of a food truck. The Highland Creek Golf Course in Charlotte, NC, installed a food truck to boost sales on the turn illustrated below:



The food truck serves a dual purpose: It provides food and beverages for the weekend concerts, where the wood-fired pizza is trendy. This draws residents, most of whom don't play golf. Positioning the food truck by the range would be ideal for serving golfers and providing residents with a community outreach initiative when live entertainment could be offered.

We were informed that the food truck installed at the Bear Creek Golf Course in Grand Prairie, Texas, pictured below, boosted sales at the turn from golfers from under \$50,000 to over \$250,000 in its first year of operation.



The Clubhouse is dated, dysfunctional, and in dire need of a significant renovation. A small, musty area exists for club storage—a feature rarely witnessed at a municipal golf course. While a worthy idea, the area reserved for the Ladies' Club is seldom used and consumes sufficient space, limiting seating for the grill area. Unfortunately, rebuilding the current clubhouse is probably not practical—renovation is the likely answer.

An example is the Meadowbrook clubhouse that opened in June 2022 by the Minneapolis Park Board, shown below:



That facility costs \$1.3M, including landscape plantings, sidewalks, and retaining walls. Other municipal clubhouses recently built include the Rockwood Golf Course— the City of Fort Worth, and the Texas Rangers Golf Club – the City of Arlington, for \$7.7 and \$14.5 million, respectively.

Thoughts for Consideration

The principal purpose of serving food and beverages at a course is to complement the golf experience, providing convenience to golfers seeking a quick snack or drink on the course.

Most golf course restaurants lose money. Most food and beverage operations are operated by a third-party lease, which obtains the liquor licenses and assumes the liability of serving.

Food carts starting at \$15,000 to appropriate food trucks for a golf course that costs around \$75,000 are the paths of least resistance for the city to consider when prioritizing the capital needs at the golf course.

Section 13 – Self-Management or Privatization

Self or Third-Party Management?

Interestingly, many individuals need help understanding the nuances of the various options for managing a municipal golf course. Three basic alternatives are self-management, third-party management, or a lease.

Presented is an outline of the variances in this form of management:

Matrix of Decisions	Self-Management	Third-Party Management	Lease
Risk	Full Risk	Full Risk	Partial Risk
Capital Investment	Full Capital	Full Capital	No Capital unless negotiated.
Profits	Full Profits	Entire Profits Less Management Fee	No Profits other than "rent."

While this chart oversimplifies the options, the principal difference is that a municipality pays a third party, typically between \$75,000 and \$125,000, to operate an 18-hole golf course under third-party management. In contrast, under the lease, the city receives a rental payment.

Unfortunately, due to the significantly deferred capital expenditures that the City would be obligated to fund, leasing the golf course to a third party is not a likely viable option.

Suppose the golf course is self-managed or operated by a third party; in that case, the municipality is still responsible for 100% of the capital investment, receives 100% of the profits, or bears the financial responsibility for all losses. Under a lease, any capital investment by the lessee is negotiated at the outset of the contract.

Concerning self-management, municipalities are frequently criticized by daily golf course owners as having an unfair competitive advantage in operating their facilities. Some of these operators believe that:

- Profit Motivation Not as Intense
- Don't recognize or fund depreciation.
- Better Insulated from Downturns
- Located in Population Centers
- Capital Easier to Access
- Land is Free

- No Property Taxes
- Fees for water, sewer, electricity, and gas can be lower.
- Zoning Changes may be more easily obtained.
- Employees are attracted to lucrative fringe benefits: health, life, annual merit and cost of living increases, and retirement compensation.

But municipalities, when self-managed, face many challenges, including:

- The payroll cost structure is higher.
- Labor issues: the ability to hire and dismiss.
- Presence of labor unions
- Inflexibility of rates
- Politics
- Golfers demand low-priced season passes, improved conditions, and better pricing.
- The Course is expected to provide a wide range of unprofitable services.
- Procurement is cumbersome.
- All financial information is in the public domain.

The Formula to Decide the Best Option

It is estimated that of the 2,581 municipal golf facilities in the United States operating 2,939 golf courses, nearly 30% of municipal golf courses are managed by independent third parties because of their professional expertise, national purchasing power, adapt marketing, the contemporary information systems installed, and their flexibility to implement demand pricing reporting while reporting to City Council by submitting an annual business and capital plan for the forthcoming year.

Leading management companies specializing in managing municipal golf courses include Course Co, Kemper Sports, Touchstone, and Troon.

Most management companies aim to earn their professional services fee between 6% and 10%, though some companies earn up to 14% of a facility's total revenue.

The decision to self-manage or engage a third-party management company is made based on several criteria. Often, the decision can be reduced to a calculation of the following factors:

- Do the City's fringe benefits exceed 35%? The City of Bartlesville pays fringe benefits to its employees, ranging from 33.4% to 44.4%. The blended fringe benefit rate the City will incur is calculated at 37.9%.
- Are the golf courses charging a "common service allocation" fee for the services provided to the golf course from the General Fund, i.e., accounting, human resources, legal, fleet leases, computers, and procurement? The City of Bartlesville pays fringe benefits to its employees, ranging from 33.4% to 44.4%. The blended fringe benefit rate the City will incur is calculated at 37.9%.
- Is the City willing to assume the risk and legal liability of offering alcoholic beverages at the golf course?

To the extent that the City would incur fringe benefits and the standard service allocation fees exceed the management fee charged, it would be logical to retain a third-party management company strictly based on expense savings. Over 30% of municipal golf courses are managed by a third-party management company, principally Troon Golf, Kemper Sports, or Touchstone.

Thoughts for Consideration

Because the deferred capital at the City of Bartlesville's golf course is so substantial and the revenue below national benchmarks, it is unlikely the city will be able to attract a firm to lease the golf course without a significant capital commitment and agreeing on any future major changes to the course.

In today's critical society, where one can always raise questions and doubts regarding the performance of others, we observe that the management team at Adams Municipal Golf Course is skilled in agronomy, customer service, and merchandise.

Even with the financial advantages of third-party management, the current staff should be allowed to embrace contemporary golf management practices upon receiving training in contemporary golf business management practices, including budgeting, customer relationship management, dynamic yield management, and marketing.

With the staff acquiring these skills, the golf course will be able to create value for golfers on a foundation that optimizes the facility's financial return.

Section 14 - Five-Year Cash Flow Projections

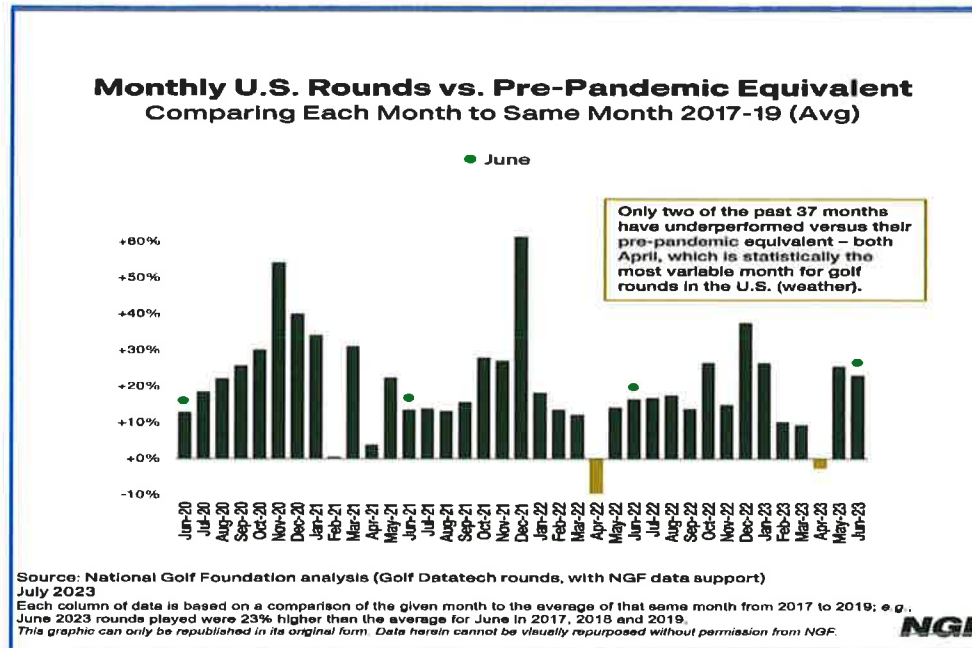
The Roulette Wheel

Creating five-year financial projections is a hazardous endeavor, even when updating the budgets for a long-standing enterprise in which the amenities existing at a facility are competitive and capital investment has been made judiciously. Neither of those elements is present at the City of Bartlesville's golf course.

Do you update the historical statements to reflect incremental changes and potential capital investment? How does one measure the impact of future uncontrollable and controllable factors on the business enterprise?

The following factors complicate creating cash flow forecasts for the City of Bartlesville:

- Will the city opt to self-manage the golf course? Note that the impact on revenue and expenses on managing courses may change dramatically based on a different operating philosophy, especially if another third-party management company is retained.
- Will prime-time green fee rates be adjusted to reflect the current value provided to the golfer? Prime-time green fees should be raised by \$13 (60%). Will the City Administration approve such an adoption?
- Will revenue-dilutive season passes be discontinued, or will rates be increased?
- Will increased marketing efforts be initiated to attract and retain golfers?
- Will the brand image of the golf course, now vague, be defined and reflected on the website, via email, and other initiatives?
- Operational expenses currently incurred are below industry benchmarks. This factor, combined with inflation, suggests that costs will increase soon.
- The Pandemic has created a national round surge, benefiting the City of Bartlesville golf course regionally. On August 1, 2023, the National Golf Foundation posted on Instagram the following image:



Will the surging interest in golf continue?

- The capital investment to make the golf course competitive is daunting, nearing \$10 million. This investment excludes expenditures for a new maintenance building, cart barn, clubhouse, and tournament pavilion expansion.

What, if any, capital investment will occur, realizing that such investment is not likely, at least in the short term, to change the operating results meaningfully?

The Crystal Ball

It would be professionally negligent to render any cash flow forecast based on the numerous uncertainties regarding the governance and operations of the City of Bartlesville's golf course during this critical phase of their uncertainty regarding the policies and capital investment that may be made. The superficial observer might attribute the numbers presented to be a realistic projection of what might occur.

However, scenario analysis provides the opportunity to weigh numerous variables simultaneously. It allows City Management to determine the potential impact their decisions on various rates will have on the golf course's revenue and, ultimately, its cash flow.

Based on industry benchmarks for municipal golf courses, the following 12 significant variables with 118 secondary input variables were utilized to create a cash flow forecast for the Adams Municipal Golf Course operation beginning with the FY2026 year.

Financial Projections: Scenario Analysis												
2024 - \$22 Green Fee - \$15 Cart Fee – 41% Yield												
	Rates								Earning Before Management Fees and Capital Investment		Net Income After \$90,000 Management Fee and \$250,000 Capital Reserves	
Scenario	Rounds	Green Fee	Yield	Cart Fee	Single 7 Day Pass	Single 5 Day Pass	Family 7 Day	Unlimited	City	Private	City	Private
1	35,000	30.00	50.00%	15.00	1,000	800	1,300	1,100	(380,688)	(309,738)	-630,688	-649,738
2	35,000	35.00	55.00%	17.50	1,100	900	1,400	1,200	(278,076)	(207,126)	-528,076	-547,126
3	35,000	40.00	60.00%	20.00	1,200	1,000	1,500	1,300	(165,038)	(94,088)	-415,038	-434,088
4	40,000	30.00	50.00%	15.00	1,300	1,100	1,600	1,400	(181,938)	(110,988)	-431,938	-450,988
5	40,000	35.00	55.00%	17.50	1,400	1,200	1,700	1,500	(58,076)	12,875	-308,076	-327,126
6	40,000	40.00	60.00%	20.00	1,500	1,300	1,800	1,600	78,712	149,662	-171,288	-190,338
7	45,000	30.00	50.00%	15.00	1,600	1,400	1,900	1,700	16,812	87,762	-233,188	-252,238
8	45,000	35.00	55.00%	17.50	1,700	1,500	2,000	1,800	161,925	232,875	-88,076	-107,126
9	45,000	40.00	60.00%	20.00	1,800	1,600	2,100	1,900	322,462	393,412	72,462	53,412

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In reviewing the various options, one can see below the dramatic swing from a cash flow of \$380,688 to a positive cash flow of \$322,462 that may be realized based on the rates recommended by the Steering Committee and approved by the City Council.

Thoughts for Consideration

City Council members are not to be envied for the difficult decisions they are often required to make. Balancing the City budget by selecting appropriate rates to generate a neutral financial return is also precarious. From the City's perspective, many citizens unrealistically would like the City's services to be free.

The media is often a willing culprit in the headlines they write to shock and awe the public, promoting action by their protesting rate increases. To illustrate, if the green fee rates are raised, after decades of no change, from \$22 to \$35 to reflect the over \$4.25 million the City has invested in the golf course (\$500,000 bunkers, \$2.5 million for green complexes, \$250,000 annual cash flow deficits for five years), the headline in the Bartlesville Examiner-Enterprise will read, ***"City Council Gouges All Citizens With a 60% hike in Golf fees."***

It would be best to chuckle while there would be political fallout from such a justified rate increase. Only 1 in 7 Bartlesville residents play golf, and their median household income is 100% higher than other residents.

However, under the three-level cost recovery model that the Parks and Recreation Department from guidance within, golf is deemed an "Individual Benefit" that should be funded more fully by the consumer.

Thus, Scenario 6 will result in approximately a break-even of cash flow before adopting interest, taxes, depreciation, and amortization. If that suggestion and the insights in this report are implemented promptly, the golf course can be financially self-sustaining within five years.

Appendix A: Supporting Research Reports

The data, insights, and suggestions delivered were formulated based on licensing the following ESRI ArcGIS Online reports:

Report - 10 20 30 Drive Time & 10 20 30 Mile Radius ESRI ArcGIS Online	Adams Municipal Golf Course
2020 Census	X
Business Summary	X
Demographic Profile	X
Demographic Summary	X
Dominant Tapestry Profile	X
Eating Places	X
Housing Market Characteristics	X
Key Facts	X
Net Income, Age, Net Worth, and Housing Value Comparison	X
Population Trends	X
Recreation Expenditure	X
Sports and Leisure Market Profile	X
Tapestry Profile	X
Target Summary	X
Traffic Map	X
What's In My Community	X

This field study encompassed seven steps.

Highlighted below, those steps are enumerated along with the data sources licensed and field-tested operational templates deployed for this engagement as a foundation for the insight suggestions presented.

Step 1: Local Market Analysis

- Apparation – Golf Course Database – 8 Course – 37 Data Elements
- Geographic Market Analysis – (Tactician, National Golf Foundation)
- Macro Demand Supply Analysis – Population Base (ESRI and National Golf Foundation)
- Master Demographics and Sports Spending (ESRI)
- Mosaic Profile Analysis (Tactician)
- Predictive Index (JJ Keegan+)

Step 2 – Weather Playable Days

- Weather Trends International 10-Year Golf Playable Days Report
- Season Pass Value Calculation (JJ Keegan+)

Step 3: Technology

- Technology Integration Checklist (JJKeegan+)
- TenFore POS Proposal

Step 4. – Financial

- 2014 – 2023 Rounds and Revenue
- 2022 – 2023 Rounds
- 2023 Tournaments
- City of Bartlesville Annual Consolidation Financial Report FY 2021, FY 2022
- City of Bartlesville Major Governmental Funds Trial Balance

Step 5 – Architectural and Agronomy

- Annual Labor Hour Estimate – 2023
- Deferred Capital Evaluation – Adams Municipal Golf Course (JJ Keegan+)

Step 6 – Operations

- Secret Shopper Photos for facilities visited:
 - Adams Municipal Golf Course - 216
 - Bailey Ranch – 54
 - Battlefield - 20
 - Caney Golf – 6
 - Cherokee Hills – 41
 - Hillcrest CC – 10
 - Nowata - 12
- Step 6 - Customer Value Experience – 2024 (JJKeegan+)

Step 7 – Customers

- Golfer Survey (26 Questions) (JJKeegan+)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and approve a resolution directing City staff to develop a plan for a task force to recommend solutions to address the rise in Bartlesville's unsheltered homeless population and associated issues.

Attachments:

Resolution

II. STAFF COMMENTS AND ANALYSIS

At the request of Councilmember Schipper, I have prepared the attached resolution for consideration by the Council. The resolution contains direction to City Staff to develop a plan for a task force. This task force will be formed to study the rise in Bartlesville's unsheltered homeless population and associated issues. This task force will also be expected to recommend solutions to address these issues.

Over the past 5 years, there has been a noticeable rise in the unsheltered homeless population in Bartlesville. This increase has led to associated issues including increased vandalism, littering, illegal camping, and public concerns about safety in our public spaces. All of these issues have also led to increased costs for security and maintenance of our public spaces while also causing a decreasing utilization of our public spaces by the general public.

The City of Bartlesville is equipped to address many of the tangible issues related to our unsheltered homeless population, but we lack expertise and resources to address many of the fundamental issues that underly the recent increase in this population. As such, this proposal calls for a cross disciplinary task force comprised of diverse individuals with varied backgrounds, experiences, and training.

Additionally, this task force will be tasked with studying community-oriented solutions to this issue as the problem is too multifaceted for the City to effectively manage without the assistance of our many nonprofits and agencies. The City cannot be the solution to this issue, but we can be a contributor to a larger collaboration of organizations.

The resolution outlines a general plan for the makeup and responsibility of the task force, but it leaves open certain details that are best established by the task force itself. The resolution does specify the goals and types of solutions upon which the task force should focus. The specific goals outlined in the resolution are:

- **Primary Goal:** Reduction in the unsheltered homeless population in Bartlesville.
- **Secondary Goals:**
 - Reduce vandalism, littering, and other illegal acts associated with the unsheltered homeless population.
 - Increase confidence in public safety of and increase utilization of public spaces by addressing concerns linked to homelessness.
 - Address public health concerns while improving conditions for unsheltered individuals.
- **Tertiary Goal:** Determine the value of an ongoing committee once the task force accomplishes its purpose and make an appropriate recommendation.

The memo also details the types of solutions that the task force should seek. Specifically, the task force is to devise solutions through collaboration with local agencies that are balanced, compassionate, evidence-based, and fiscally responsible, with a focus on improving outcomes for both the unsheltered population and the broader community. Solutions should focus primarily on these desired outcomes:

- Reduction in unsheltered homeless population in Bartlesville.
- Increased public trust in the safety of and increased utilization of our public spaces.
- Reduction in vandalism, litter, unlawful camping, and public health issues related to our unsheltered population.
- Improved conditions for unsheltered individuals including rehabilitation, health, housing, and employment.

Finally, the resolution specifies that the task force shall set metrics to measure success and report to the Council bi-monthly. This resolution is only the first step in the creation of this task force as City Staff will use this framework to bring a formal document necessary for the creation of the task force to our regularly scheduled meeting in November.

This resolution has been reviewed by a number of City staff members that will be engaged in this process, and we believe that it represents a proactive and responsible step forward in addressing the complex issue of the rise in our unsheltered population.

Please schedule this item for consideration and possible action at our regularly scheduled October meeting.

III. RECOMMENDED ACTION

Review and approve the attached resolution.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY BARTLESVILLE
DIRECTING CITY STAFF TO DEVELOP A PLAN FOR A TASK FORCE TO
ADDRESS THE RISE IN UNSHELTERED HOMELESSNESS AND
ASSOCIATED ISSUES IN THE CITY OF BARTLESVILLE.**

WHEREAS, there has been a notable increase in unsheltered, homeless persons in Bartlesville; and

WHEREAS, there has been a corresponding increase in vandalism and public safety concerns, leading to increased public space maintenance costs and decreased utilization by the general public; and

WHEREAS, the City Council wishes to address the issue of homelessness, particularly the most severe form of homelessness, unsheltered homelessness, in a responsible and proactive manner; and

WHEREAS, the challenge of homelessness is multifaceted and requires unique strategies specific to each community; and

WHEREAS, the City Council believes that a diverse, cross disciplinary task force is best suited to devise solutions to address the challenges of homelessness.

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

1. The City Manager shall draft a plan to develop a task force to devise strategies to address the issues related to the increasing population of the unsheltered homeless.
 - a. This task force shall be an official time-limited committee of the City Council and shall be subject to all laws and rules relating to Open Meetings and Open Records.
 - b. This task force shall be comprised of health and mental health professionals, law enforcement officials, nonprofit experts, local business owners and citizens adversely affected by unsheltered homelessness, public school representative, and any other relevant stakeholders.

- c. This task force shall be in effect for 6 months, reporting bi-monthly (every two months) to the City Council.
- d. The task force should seek to identify strategies and funding sources to accomplish the following goals.
 - i. **Primary Goal:** Reduction in the unsheltered homeless population in Bartlesville.
 - ii. **Secondary Goals:**
 - 1. Reduce vandalism, littering, and other illegal acts associated with the unsheltered homeless population.
 - 2. Increase confidence in public safety of and increase utilization of public spaces by addressing concerns linked to homelessness.
 - 3. Address public health concerns while improving conditions for unsheltered individuals.
 - iii. **Tertiary Goal:** Determine the value of an ongoing committee once the task force accomplishes its purpose and make an appropriate recommendation.
- e. The task force should aim to devise solutions through collaboration with local agencies that are balanced, compassionate, evidence-based, and fiscally responsible, with a focus on improving outcomes for both the unsheltered population and the broader community. Solutions should focus primarily on these desired outcomes:
 - i. Reduction in unsheltered homeless population in Bartlesville.
 - ii. Increased public trust in the safety of and increased utilization of our public spaces.
 - iii. Reduction in vandalism, litter, unlawful camping, and public health issues related to our unsheltered population.
 - iv. Improved conditions for unsheltered individuals including rehabilitation, health, housing, and employment.

- f. Metrics shall be devised to measure success, including reductions in unsheltered population, public perception, and enhanced public space usage.
2. This plan shall be provided to the Councilmembers individually prior to our regularly scheduled November meeting, so that the Council can act to officially form the task force at the November meeting.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bartlesville, Oklahoma, held the 7th day of October 2024.

City of Bartlesville

Mayor

ATTEST:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss potential cost recovery methods for police and other city department expenses related to special events.

Attachments:

Sample Special Event Documents from Other Cities

II. STAFF COMMENTS AND ANALYSIS

At our regular meeting in September 2024, Councilmember Dorsey expressed concern about the costs for policing of special events. He asked Staff to investigate potential methods for recovering these costs. Detailed in this memo are my research results and conclusions.

There were many questions to be answered in order to offer reasonable, legal policy recommendations to the City Council. The most significant are addressed below.

- Can we require event holders to pay for Bartlesville police officers as security at their events?
 - Yes. We can if their event requires a special event permit, or if they lease a public space for their event.
- Can different types of events be charged different rates?
 - Yes, but the rate must be based on factors that are independent of the event's content. In other words, we cannot discriminate based on who puts the event on, who attends the event, or what the content of the event is.
- Can we charge an event for police officers that were related to a protest of their event?
 - I do not believe we can, since this would be related to the content of their event. I also do not believe we can charge protestors for the police officers related to their protest, since protests do not require special event permits or a lease of space.
- What would be some criteria that we could use for charging for police officers at an event?
 - The easiest would be based on number of attendees, but that may not always work. For instance, a 5k covers a large area, but may have relatively few attendees. Whereas, a play in the park may draw significantly more people, but they will be more condensed. There are also considerations for alcohol served at some events, traffic control, etc. And finally, many events already hire police officers and have arrangements with reserve officers for crowd and traffic control and security.

With these questions as a basis for understanding the issue, there are a number of methods that could be used to charge for officers at special events, but the most obvious and unbiased is based on the average daily (or perhaps average hourly) attendance of the event.

It would be simple to assign a certain number of officers based on the attendees of an event, but we would need to research what ratio is appropriate. However, for purposes of illustration, I've chosen 1 police officer per 1,000 attendees. This allows us to utilize some basic assumptions and examine the financial impact on our larger events. The amounts used in the table below are rough estimates using the best data publicly available. It is likely that actual attendance at events would be significantly different than those used in this estimate, but this is still a valid illustration of the potential impacts of this method.

	Avg Daily Attendance	Officers (1/1000)	Hrly Cost/ Officer	Hours for Event	Total Cost (1/100)
Sunfest	10,000	10	\$ 50	30	\$ 15,000
Fantasyland of Lights	500	1	\$ 50	120	\$ 3,000
Back to Bartlesville Fly-In	1,500	2	\$ 50	24	\$ 1,800
Christmas in the Ville	500	1	\$ 50	70	\$ 1,750
Freedom Fest	5,000	5	\$ 50	5	\$ 1,250
Christmas Parade	5,000	5	\$ 50	3	\$ 750
Pride	2,000	2	\$ 50	7	\$ 700
Hot Street Party	2,000	2	\$ 50	5	\$ 500
CommUNITY Fest	2,000	2	\$ 50	5	\$ 500
Shamrock the Ville	500	1	\$ 50	2	\$ 50
Sizzlin Summer Movie Night	500	1	\$ 50	2	\$ 50

In its simplest form, utilizing a ratio of officers to attendees creates wildly different rates for our events. Unexpectedly, the variable that has the greatest impact on the total cost is actually the length of the event and not just the total number of attendees. Events that cover days (or even months) will have a much higher total cost than an event that lasts only hours.

There are ways to balance this somewhat by creating maximums or allowing event holders to opt out. However, both of these methods could place all or a majority of the cost back on the municipality if the City deems that additional officers are needed.

Of all the events listed above, I am only aware of one that currently pays for security, Pride. For this event, the number of off duty officers that are hired for security, is the same as the calculated amount, so in this example, Pride's expenditures for security would remain relatively unchanged.

However, Fantasyland of Lights, Sunfest, Christmas in the Ville, etc. generally do not invest substantial amounts in security. As such, the increases for these events could be cost prohibitive. One other option for a basis for determining the fee for security would be the area of the event. However, a quick analysis showed that this method produced more uneven results than the previous method. As such, it is not an option without serious constraints that again, must not be based on the content of the event.

There are other options including a mutually negotiated number of officers. However, if agreement cannot be reached or if the event holder is unwilling to provide the necessary officers that our Police Department feels are necessary, what is the solution? Ultimately, I believe this would leave us in the same position as we are now, and we would provide the appropriate number of officers to ensure the public safety and enforcement of our laws.

I attempted to find models from other municipalities to use, but it appears that if the City determines the number of officers needed, there does not appear to be an effective way to offset costs that exceed amounts that the event holder believes are necessary. I have attached various policies/application forms that I found somewhat informative. They include:

- Carrollton, TX – their application states that “applicant may be required to provide police officers for security, crowd control, and traffic control at the special event... number of police officers... determined by the Carrollton Police Department...” This seems to indicate that the PD sets the number of officers, but I am uncertain how it would work in practice. Does the PD have a set of objective criteria to prevent claims of discrimination based on content? What if there is a disagreement on the number of officers required?
- Denton, TX – their application appears to leave the number of officers up to the applicant.
- Oklahoma City, OK – their application states that applicant should use police for security and safety. However, it specifically states that, “Police Special Events team can provide recommendations or assist you...” This again appears to leave the number of officers largely up to the applicant.
- Lafayette, LA – application states, “If your event is open to the public, law enforcement security may be required. If law enforcement security is required, it must be approved prior to your permit being issued.” There are no specifics, but the application does later ask how many officers and what jurisdiction will provide them. It’s important to note that their application appears to be for the sale of alcoholic beverages and not just a general special event.
- Edmond, OK – application states, “The Edmond Police Department (EPD) should be hired for safety and security at public events.” This again seems to be at the discretion of the applicant. However, if alcohol is being served, a police officer is required. This section is very specific, but only requires a single officer. “Events that elect to serve Alcohol must absorb the expense of a law enforcement officer on site during festival hours.” This is the clearest example of a policy requiring an officer and requiring the event holder to pay the cost, but it is limited solely to alcohol beverage sales.
- Fayetteville, AR – application puts responsibility on applicant to provide security, but allows applicant to choose number of officers it wishes to use. It then provides a statement that “Fayetteville Police Department (FPD) will review and determine if there is adequate security; FPD may request additional security for your event.” This item seems to allow for flexibility in determining the number of officers and requiring the event holder to pay the costs. However, I don’t know how this would work in practice. I’ve seen other applications that listed the criteria that the PD would use to evaluate necessary security.

In short, I do not believe that there is an easy metric that can be applied to all events to determine minimum security. Instead, if we want to require security and require event holders to pay for it, then we should consider a framework approach. A framework would incorporate many risk factors such as number of attendees, presence of alcohol, area of event, traffic control needed, history of event, etc. As we have done in the past, this could be left up to the PD to determine. It may be that some events do not require security, and others do based on the risk assessment.

This type of metric will be the most flexible and accurate, but it is also the most likely to create disagreement between event holders and the City. The framework and decision-making process would need to be well documented and free of content-based bias, or we would likely find ourselves in an indefensible position.

I also believe it is appropriate to consider our most recent event that required security and determine how it would have operated under this approach. I have broken the analysis into the same types of assignments that were included in the ordinance.

- **Officers assigned to patrol the event area for safety and security.** I believe under a reasonable policy that these could have been the responsibility of the event holder.
- **Officers assigned to the area of protest/counter protest.** As these are actually separate, protected events, I do not believe that the event holder would be responsible for them, and these officers would have been the responsibility of the City.
- **Officers assigned to observe the performance.** These officers are not related to the safety and security of the event, so I do not believe they would have been the event holder's responsibility. The presence of these officers was related to reports of possible criminal activity which is a core function of the police department. These officers would have been the responsibility of the City.

There were also a few other areas of cost that should be considered related to this event. As we wished to have a record of all interactions at this event, Council instructed all officers to utilize their body worn cameras at all times. As our cameras are approaching end of life, there were concerns about battery life, so I authorized the PD to lease 2 surveillance towers to supplement our cameras. We also leased barricades to provide better safety and crowd control. And finally, due to the number of officers onsite and the complexity of the operation, we deployed command staff to monitor the event and our responses.

Which of these expenses could/should be passed on to the event holder?

- Barricades – I believe that it would be reasonable to charge for the use of barricades, but if we charge for these, then this would impact parades and other events that use our barriers for traffic control. We currently allow the use of these at no cost.
- Surveillance Towers – I do not believe we could charge these to an event, but it will be unusual that we feel the need to utilize these.
- Command Staff – we could create a reasonable structure that would require corporals, sergeants, lieutenants, and even captains or DCs based on the number of officers deployed at a time.

While it would certainly be feasible to create a consistent policy to recover some of the costs related to special event security, it's important to consider the adverse impacts that this will have on our special events. Our events from Sunfest to OKM to Christmas in the Ville are a source of millions of dollars of revenue to our local economy, and are an important part of the fabric of our community. Many of these events struggle financially, and any additional costs may adversely impact the number of events that are held here.

If Council would like to consider a policy, then it would be advisable as a next step for Staff to invite the leadership of these events to a meeting to determine their thoughts and the impact that it will have on them. If Council wishes to gather further information in this topic, then City Staff will begin coordinating these meetings.

Please schedule this item for discussion only at our October regular meeting.

III. RECOMMENDED ACTION

Discussion only.

Special Event

This section office use only					
Application #			Receipt #		
Cash <input type="checkbox"/>			CC <input type="checkbox"/>	Phone order <input type="checkbox"/>	
Check #			Balance due		
Permit type		Plan #		TIFF #	

Date	
● All application fees are non-refundable ● All credit card transactions include a 2% convenience fee ● Permits and approved plans must be posted on site as failure to post may result in re-inspection fee ● City will call when permit is ready for pickup ● Application must be completed in its entirety prior to submittal	

Job Address					
Property owner name				Contact name	
Phone			Email		
Organization					<input type="checkbox"/> Profit <input type="checkbox"/> Non-profit
Event title				Event location	

Note:

- \$25.00 administrative processing fee will be added to all special events, parade and block party permits, per the ordinance.
- \$250.00 deposit required for barricade setup/cleanup for special events on City property or parks, or within City R.O.W.
- **Special Events** permit application shall be made **10 business days** prior to the event date.
- **Block Party** permit application shall be made **7 business days** prior to the event date.
- Parade participant shall be defined as any unit of the parade such as an animal, a person, vehicle, float, band, identifiable group, or other similar unit
- All parades require \$25 application fee plus \$25 administrative fee plus Police involvement fee (TBD by Police Dept.)
- **Parade** permit application shall be made not less than **20 business days** nor more than 60 business days prior to the date and time of the commencement of the parade

Check type of event

<input type="checkbox"/> Special Events <input type="checkbox"/> Picnic/party <input type="checkbox"/> Festival <input type="checkbox"/> Other: _____ Fee: \$50 plus \$25 administrative fee	<input type="checkbox"/> Parade (attach a separate map specific route) <input type="checkbox"/> Religious procession <input type="checkbox"/> Other: _____ Fee: \$25 plus \$25 administrative fee plus Police fee, if applicable	<input type="checkbox"/> Block Party <input type="checkbox"/> Citizen Night Out <input type="checkbox"/> HOA function <input type="checkbox"/> Other: _____ Fee: \$25 plus \$25 administrative fee
--	---	--

Start date		End date		Setup time		Teardown time	
------------	--	----------	--	------------	--	---------------	--

Indicate start and stop times for each day involved for event/parade

Event day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start time							
Stop time							

Parade staging location					
-------------------------	--	--	--	--	--

Parade ending location					
------------------------	--	--	--	--	--

Parade route					
--------------	--	--	--	--	--

Stationary performance Yes <input type="checkbox"/> No <input type="checkbox"/>	Location			
---	----------	--	--	--

# of persons		# of motorized vehicles		# of other units	
--------------	--	-------------------------	--	------------------	--

# of animals		# of floats		Total # of units	
--------------	--	-------------	--	------------------	--

Application continues on next page

Parking spaces will be utilized Yes <input type="checkbox"/> No <input type="checkbox"/>	# of parking spaces provided
Fire lanes will be utilized Yes <input type="checkbox"/> No <input type="checkbox"/>	Off-site parking will be utilized Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, submit owner's permission letter
Provide site plan and location of all food vendors	

Place a check next to the items that will be utilized and indicate on site plan.

Additional fees and other permits or reservations may be required.

<input type="checkbox"/> Alcohol	<input type="checkbox"/> Giveaway	<input type="checkbox"/> Sales	TABC permit required for alcohol sales prior to Special Events application submittal. For more information, contact TABC at 214-688-1603; Dallas 214-678-4000; Denton 940-349-2877.		
<input type="checkbox"/> Animals					
<input type="checkbox"/> Banners					
<input type="checkbox"/> Barricades/traffic cones, applicant provided			Provide barricade locations. All barricades will be supplied by the applicant. No barricades will be placed on City R.O.W.		
<input type="checkbox"/> Barricades/traffic cones, City provided			Fee charged based on barricades needed. A \$250.00 deposit may be required. Failure to meet approved setup and removal timeframes shall result in forfeiture of deposit fees established in Section 31.01. Traffic Division 972-466-9872		
<input type="checkbox"/> Bleachers					
<input type="checkbox"/> Electricity					
<input type="checkbox"/> Fencing					
<input type="checkbox"/> Fireworks			Fire Department 972-466-3210		
<input type="checkbox"/> Food/beverage/merchandise			<input type="checkbox"/> Giveaway <input type="checkbox"/> Sales	Environmental Services 972-466-3060	
<input type="checkbox"/> Food sales vendors			# Associated with event:		Provide a separate list of all vendors and their contact information
<input type="checkbox"/> Hot air balloon			#	Supplier	Fire retardant letter-200 sf. or more
<input type="checkbox"/> Inflatable device			#	Supplier	Fire retardant letter-200 sf. or more
<input type="checkbox"/> Liquid propane gas			Fire Department 972-466-3210		
<input type="checkbox"/> Music (amplified)			Not allowed after 11:00 p.m. per ordinance		
<input type="checkbox"/> Park property (City)			Parks & Recreation Department 972-466-9800 or 972-466-9810		
<input type="checkbox"/> Police officers			#	Additional cost TBD by Police Department. For larger parades or Special Events security paid for by applicant, services must be arranged by applicant through Police Department prior to event. Police Dept./Extra Job Unit 972-466-3290	
<input type="checkbox"/> Restrooms (portable)			#	Supplier's phone number:	
<input type="checkbox"/> Rides/equipment (motorized)			#	Lot	Special Use Permit & insurance required; contact Planning 972-466-3040
<input type="checkbox"/> Tent			Size	Fire retardant letter-200 sf. or more	

Application continues on next page

PUBLIC NOTIFICATION

If the estimated number of participants and spectators exceeds 500 during any day of the special event, or for a block party/street closure, the applicant shall, at least 30 days before the special event begins, deliver written notice to all owners or occupants of real property abutting the boundaries of the area in which the special event will be conducted, including all owners or occupants of real property abutting the route of a progressive event such as a parade or block party. The notice must include the following information: (1) event date, time and location, (2) statement that an application for a special event has been filed with the City of Carrollton.

PARADE ORDINANCE STATEMENT

We, the undersigned, acknowledge that we have read, and agree to the following statements relating to the City of Carrollton, TX's Parade Ordinance (Ordinance No. 3121 of the City of Carrollton, amending the Code of Ordinances, Chapter 117).

- 1) That no individuals under the age of 11 years old will be allowed to walk, march, or ride any self-propelled vehicle in the parade on arterial streets as defined by the City of Carrollton's Thoroughfare Plan.
- 2) That each marching unit or organization will only be allowed to conduct a maximum of one stationary performance at a specified and approved location during the parade route.
- 3) That the undersigned has received authorization from the property owner(s)/manager(s) for use of their property for the parade assembly and disassembly areas.
- 4) That the parade assembly and disassembly will be directed and orderly so as not to block traffic flow.
- 5) That, if necessary, the Transportation or Police Departments may change the parade route.
- 6) That the City Manager or designee may revoke a parade permit for any of the stated reasons below, though not limited to:
 - a) If the information contained in the application for a parade permit is found to be inaccurate in any material detail.
 - b) If the parade fails to begin within 30 minutes of the appointed time of commencement.

If the applicant of a parade with more than 100 estimated participants or more than 25 parade units does not provide the final parade participation count at least seven days before the scheduled date of the parade.

INDEMNITY AGREEMENT

- 1) As a condition of a special event permit being issued, the permit holder acknowledges that they have voluntarily applied for a special event permit that in consideration of the privileges associated therewith, we agree to PROTECT, INDEMNIFY and HOLD HARMLESS, the City, its officers, agents and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses including attorney fees incidental to the defense of such suits, actions, claims, losses, damage or liability on account of injury, death or otherwise, to any person or damage to any property, arising from any negligent act, error or omission of the undersigned, its officers, employees or agents, arising out of, resulting from, or caused by any act occurring as a result of the exercise of the privileges granted by this permit.
- 2) We agree that this INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Texas, and that if any portion is held invalid, then it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 3) This agreement contains the entire agreement of the undersigned and the City of Carrollton, and may not be modified or altered without the express written consent of the City of Carrollton.
- 4) This agreement is interpreted by Texas law and is performable for all purposes in the County of Dallas, State of Texas, the County of Collin, State of Texas or the County of Denton, State of Texas.

SECURITY, CROWD CONTROL AND TRAFFIC CONTROL

The applicant may be required to provide police officers for security, crowd control, and traffic control at the special event. The total number of police officers working at the special event is determined by the Carrollton Police Department, and in some cases may use planning variables, including: (1) the estimated number of participants and spectators; (2) the availability of alcoholic beverages; (3) topography and size of the event location; (4) weather conditions; (5) the time of day during which the special event is conducted; (6) the need for street closures or rerouting of vehicular or pedestrian traffic; and, (7) the history of the particular special event.

Application continues on next page

By signing below, I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction. The issuance of any permit neither exempts nor modifies any covenants, deed restrictions, city ordinances and/or state or federal laws, whether herein specified or not.

To have the City mail the permit and plans, please provide a correctly-sized, stamped, self-addressed envelope.

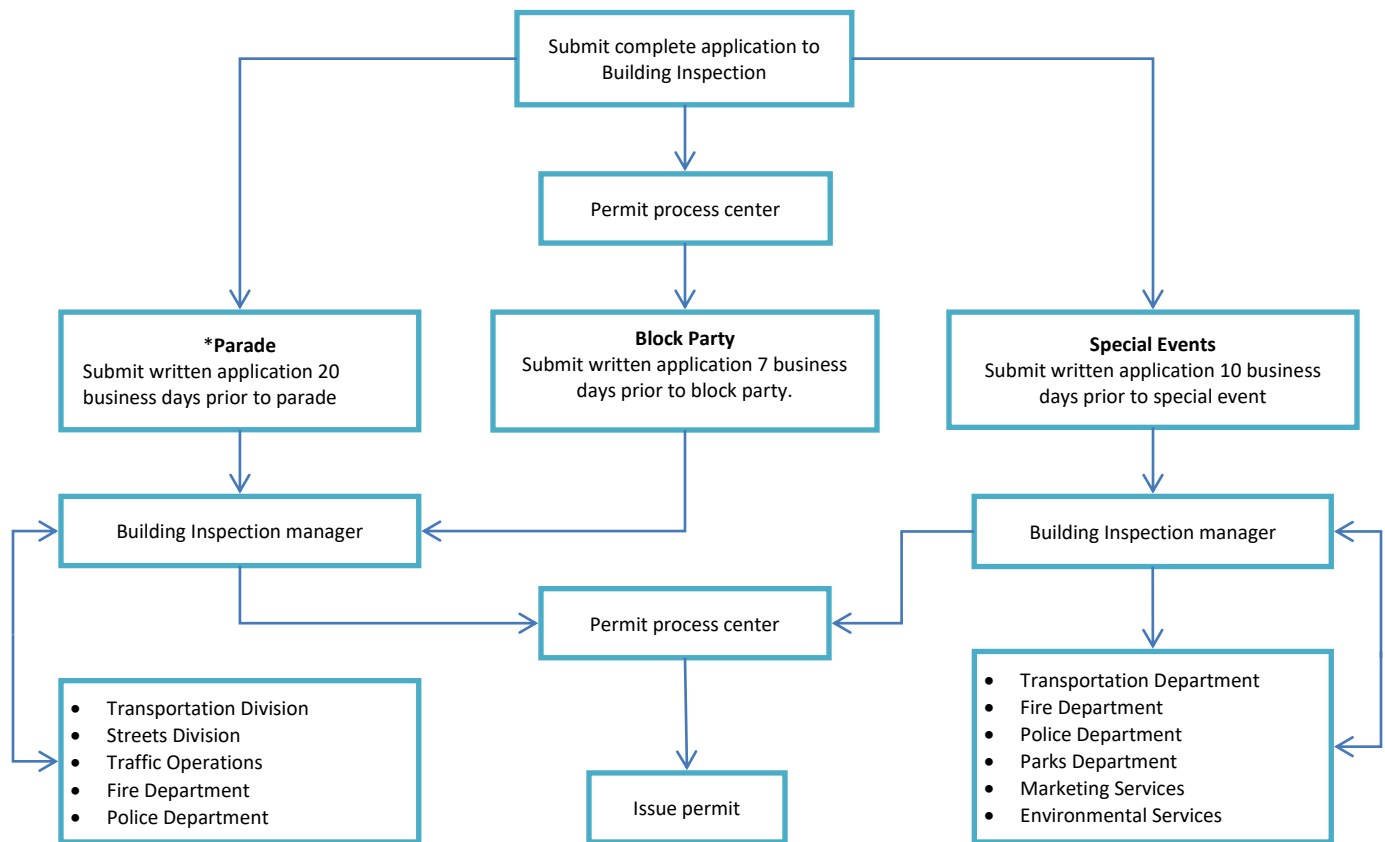
Check ensuing pages of application for more information

Name				Signature	
Phone		Email			

THIS SECTION OFFICE USE ONLY

Special Events	Parade or Block Party
<input type="checkbox"/> Elliot Reep, Emergency Management Coordinator	<input type="checkbox"/> Elliot Reep, Emergency Management Coordinator
<input type="checkbox"/> Addison Holmes, Emergency Management Specialist	<input type="checkbox"/> Addison Holmes, Emergency Management Specialist
<input type="checkbox"/> Herb Cavanaugh, Fire Prevention	<input type="checkbox"/> Herb Cavanaugh, Fire Prevention
<input type="checkbox"/> Charles Monroe, Police	<input type="checkbox"/> Charles Monroe, Police
<input type="checkbox"/> Michael Brighton, Traffic (if City-provided barricades)	<input type="checkbox"/> Michael Brighton, Traffic (all parades or block parties)
<input type="checkbox"/> Krista Pender, Environmental Services	<input type="checkbox"/> Tom Hammons, Transportation
<input type="checkbox"/> Scott Whitaker, Parks & Recreation	

Special Events Permit Process



Special Events with Food Vendors

No food sales		\$50.00 plus \$25 administrative fee
Food sales with	1 – 2 vendors	\$90.00 plus \$25 administrative fee
Food sales with	3 – 5 vendors	\$130.00 plus \$25 administrative fee
Food sales with	6 – 10 vendors	\$210.00 plus \$25 administrative fee
Food sales with	11-15 vendors	\$290.00 plus \$25 administrative fee
Food sales with	Over 15 vendors	\$370.00 plus \$25 administrative fee
No food sales		\$50.00 plus \$25 administrative fee

Services Provided by the City

	Parade (*Note below)	Block Party	Special Events
Traffic Operations 972-466-9872	Barricades/cones	Barricades	Call for barricades
Police Department 972-466-3290	Officers provided as required— call for service	Call for service	Call for service
Fire Department 972-466-3070	Provide fire equipment as available	Call for service	Stand by for emergency at larger events
Parks & Recreation 972-466-9800 Or 9810			Call for reservations
Environmental Services 972-466-3060		Health & sanitation Contact Environmental Services for more information	Health & sanitation Contact Environmental Services for more information

***Note: Carrollton Police Dept. will require additional officers and an additional fee if parade has more than 100 participants.**

**Special Events Ordinance Requirements
Code of Ordinance Chapter 117**

DEFINITION: Special events are temporary activities that are abnormal to the specific site when needs of traffic, parking, restrooms, crowds, zoning, etc. exceed the original design and intent of the site.

This article does not apply to temporary activities occurring on property appropriately zoned to permit the activity.

In the event that provisions contained herein conflict with other ordinance provisions regulating temporary activities, the provisions contained herein shall govern.

PERMITS:

1. **PERMIT REQUIRED.** It shall be unlawful for any person to conduct a special event, parade or block party without first having obtained a permit from the office of Building Inspection and paying the prescribed fee.
2. **PERMIT FEE.** The fee for a special event is \$50.00, plus \$25.00 administration fee.
3. **APPLICATION FOR PERMIT.** A person seeking a special event permit shall file an application with the Building Official upon the form provided herein at least ten (10) business days before the date of the special event.
4. **SIGN PERMITS.** Temporary signage will be allowed without permits; however, all off-site signage must comply with city ordinances governing temporary signs.
5. **SPECIAL USE PERMIT (SUP) REQUIRED.** Traveling circuses, carnivals, amusement rides and large entertainment events will be allowed on private property by an SUP even if in conjunction with a special event permit. Each amusement ride will provide the insurance and inspection certificate as required by the State Board of Insurance. Special use permits require a minimum of ninety (90) days for approval.
6. **REVOCATION OF PERMIT.** At any time the Building Official may, after notice to the applicant, revoke the permit on a finding that the preparations for the event have not been carried out as stated in the application or the conditions imposed by the permit have not been met.

REQUIREMENTS:

1. **DURATION OF THE PERMIT.** Special events are limited to three (3) per calendar year for a site. The permit granted under the terms of these guidelines shall not exceed a seven (7) consecutive day period

Exception: The downtown area may have fifteen (15) special events per calendar year. "Downtown area" is more particularly described as the area having boundaries that prescribe a trapezoid formed by Belt Line Road, Missouri-Kansas Texas Railroad, Fifth Street and the I-35N service road.

2. **LOCATION.** Special events will be allowed on property that is used for non-residential uses.
3. **USE OF PUBLIC RIGHT-OF-WAY PROHIBITED.** Any use of the public right-of-way is prohibited.

Exceptions:

1. In conjunction with the Old Downtown Association located in the downtown area as described in Requirement No. one (1), listed above.

2. As approved by City Council after a public hearing. Only one (1) event per site per calendar year shall be allowed on a public street designated by the Transportation Plan as a Major Collector Undivided (C4U) or smaller. The following shall be provided by the applicant:
 - a. Written agreement to indemnify the city for claims of injury or damage supported by a policy of insurance for \$500,000 of General Liability.
 - b. All costs for preparation, implementation, and clean-up related to the event.
 - c. Traffic Impact Analysis which includes, at a minimum, the following:
 1. Alternate traffic routes and detours
 2. Parking plan
 3. Provision for alternate site access for adjacent property or permission of property owner and occupant to block access
 4. Expected vehicle volume for event and rerouted traffic
 5. Traffic-Control Officer scheduling
 6. Duration and scheduling of event

The request will be processed by the Planning Department (972-466-3040) as a Miscellaneous Development Case upon receipt of application and appropriate fees. The city shall mail notice to all property owners within 200 feet of the street area to be closed at least fifteen (15) days before the public hearing.

4. OUTSIDE DISPLAY. Outside display and activities currently prohibited by the zoning code will be allowed.

HEALTH & SANITATION:

1. FOOD HANDLING. A separate food permit is required. Temporary food guidelines are attached. Permit holder, however, will distribute guidelines to each food vendor.
2. SANITARY FACILITIES. Adequate sanitary facilities as required by Environmental Services (972-466-3060) shall be provided to accommodate the estimated attendance of the special event.

**Block Party Guidelines, Petition and Release
Building Inspection Department**

The Building Inspection Department is responsible for coordinating block parties for the City of Carrollton. All block party requests are handled in the following manner:

1. Contact Building Inspection at (972) 466-3225 to acquire a block party request form.
2. Complete the request form in its entirety. At least 75% of all properties involved in the block closing must sign the petition and release from liability agreement. Return the form to Building Inspection, 1945 East Jackson Road, Carrollton, Texas 75006. This must be done at least 7 working days before the date requested for the block party.
3. To cancel a block party due to inclement weather, contact Police Dispatch at (972) 466-3333. Police Dispatch will notify the Traffic Operations' On-Call personnel to cancel the barricading. Contact Building Inspection at (972-466-3225) the following Monday to confirm the desired reschedule date.
4. When the form is returned a \$25 nonrefundable fee will be required to cover the costs and labor involved in setting up and retrieving the barricades. In addition, another nonrefundable administrative fee of \$25 will be required for permit processing by Building Inspection department.

Once the participants of the block party have met all obligations, the Transportation Department will come to the location on the date specified for the party and set up the barricades. Barricades must be maintained by the residents as installed by the Transportation Department (phone 972-466-9872).

It is the obligation of the participants of the party to set the barricades to the side of the street for the Transportation Department to pick up following the party.

Petition for Neighborhood Block Party and Release from Liability and Agreement Not to Sue

1. We, the undersigned, are the residents of _____ Street from _____ Street to _____ Street and do request that the City of Carrollton allow us to conduct a block party on _____ from _____ to _____.
(date) (time) (time)

*From 9 a.m. to 10 p.m. Maximum

Due to inclement weather, desired reschedule date for block party _____ from _____ to _____.
(date) (time)
(time)

*From 9 a.m. to 10 p.m. Maximum

We, the undersigned, acknowledge that we have voluntarily applied for a permit to conduct a block party, and that, in consideration of the privileges associated therewith, I do, for myself and my heirs, executors, administrators, personal representatives, successors, and assigned hereby RELEASE AND AGREE NOT TO SUE THE CITY OF CARROLLTON OR ANY OFFICE, AGENT OR EMPLOYEE THEREOF ON ANY AND ALL CLAIMS FOR ALL LIABILITY FOR ANY INJURIES, DEATH OR OTHERWISE, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OF CARROLLTON OR ITS OFFICERS, AGENT OR EMPLOYEE OR OTHERWISE while the applicant is exercising the privileges granted by this permit.

2. I agree that this RELEASE FROM LIABILITY AND AGREEMENT NOT TO SUE is intended to be as broad and inclusive as is permitted by the laws of the State of Texas, and that if any portion is held invalid, then it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
3. This Agreement contains the entire agreement of myself and the City of Carrollton, and may not be modified or altered without the express written consent of the City of Carrollton.
4. This Agreement is interpreted by Texas law and is performable for all purposes in the County of Dallas, State of Texas or the County of Denton, State of Texas.
5. In consideration of the rights and privileges granted by this permit, I agree to indemnify the City of Carrollton, Texas, from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the exercise of the privileges granted herein.
6. I further warrant, state and represent that I have entered into this RELEASE from liability and agree not to sue of my own free will, and execute and deliver this RELEASE FROM LIABILITY AND AGREEMENT NOT TO SUE, and that I have otherwise complied with the laws of the State of Texas which would allow me to assume full contractual duty and liabilities of the applicant therein, and I further warrant, state and represent that I have been given sufficient time to read carefully, and in fact, have read carefully, this RELEASE FROM LIABILITY AND AGREEMENT NOT TO SUE, that I know fully and understand the contents hereof and that my signature represents my acceptance by my

free will of any and all of its provisions. I further understand that I have a perfect right and opportunity to have advice of legal counsel prior to the execution of this RELEASE FROM LIABILITY AND AGREEMENT NOT TO SUE.

We understand that the City Transportation Department will provide and set up the necessary barricades and that there will be a minimal charge for this service of \$25.00. We also understand that at the end of the Block party (no later than 10:00 p.m.) we will be responsible for setting the barricades to the side of the street for the Transportation Department to pick up. The person who will be responsible for the block party is:

Name

Address

Phone

Dated this _____ day of _____, 20 _____

Petitioner's Signature

Witness

I have been given sufficient time to read this RELEASE FROM LIABILITY AND AGREEMENT NOT TO SUE and fully understand the contents hereof and that my signature represents my acceptance by my free will of any and all of its provisions.

SIGNATURE

ADDRESS

**Environmental Services Food Safety Program
Temporary Food Establishment Guidelines Checklist**

- Submit a list of all food items to Environmental Services.
- All food products must be from an approved source. Where was it purchased? Where was it prepared? (NOTE: Home preparation is not permitted.)
- Provide information on how the food will be transported and from where.
- The stand must have approved flooring.
- The stand must have suitable covering.
- A metal stem meat thermometer with readings from 0 degrees to 220 degrees or above must be provided. See section (C) of Guidelines for food temperature requirements. (Below 45 degrees or above 140 degrees.)
- Provide separate empty container for hand washing waste water.
- Provide five (5) gallons of potable water in a sturdy plastic-dispensing container with spigot to be used for hand washing, utensil cleaning and sanitizing.
- Provide three (3) sturdy pails or tubs:
 1. One pail for soap and water
 2. One pail with plain water
 3. One pail with water and small amount of bleach (sanitizer).
- Provide paper towels, hand cleaning soap or detergent, chlorine liquid bleach, and chlorine test papers (sanitizer test strips).
- Provide an adequate sized solid waste container.
- All wastewater from the operation must be disposed of in a sanitary sewer system.
- All condiments, including onions, relish, peppers, ketchup, mustard, etc. must be in individual single service packets or should be dispensed from sanitary automatic dispensers.
- Please review remaining items of the Guidelines for Temporary Food Establishment.

Guidelines for Temporary Events:**XXIII. Off-Premise Temporary Events**

- A. Applications for Temporary Food Establishment Permits must be made with the City of Carrollton Environmental Health Department at 1945 Jackson Rd. Application must be made at least seven days in advance of the event.
- B. A list of all foods to be served must accompany the application for the permit and must be approved in advance by the Health Authority. Only those food items requiring a minimum of handling, mixing or preparation (including but not limited to foods such as hot dogs or pre-portioned hamburgers), are allowed to be prepared inside the temporary facility. If the facility is fully equipped with sinks and hot and cold running water, preparation of other food items may be allowed as permitted by the Health Authority. (ONLY FOODS APPROVED BY THE DEPARTMENT WILL BE ALLOWED FOR SALE AT THE EVENT. ALL OTHER FOOD ITEMS MUST BE DISCARDED OR CITATIONS WILL BE ISSUED).
- C. Events consisting of 10 or more booths should have a designated representative to coordinate the affair with the Environmental Health Department. This representative should be a Certified Food Manager.
- D. Permitted Food Items.
 - 1. All food distributed to the public must originate from an approved/permitted source and may not be prepared or stored in a facility not permitted by the appropriate Health Authority.
 - 2. Home preparation or storage is not permitted unless the home kitchen is permitted and routinely inspected by the Health Authority. However, certain baked desserts may be prepared at home, with approval of the Health Authority.
 - 3. All applicants that are not routinely inspected by the City of Carrollton Health Authority must provide past inspection records from the appropriate Health Authority of jurisdiction.
- E. Establishment Requirements
 - 1. All temporary food establishments are required to have approved flooring, which includes concrete, asphalt, or tight-fitting plywood. If a booth is located on grass, a four-inch high platform will be required to elevate the floor to allow for proper runoff of rain water.
 - 2. All stands must have suitable covering over food preparation, cooking, washing, and serving areas. Such cover must meet Fire Code Requirements.
- F. Food Care in Temporary Establishments
 - 1. All meat, dairy and perishable food products while being stored, prepared, displayed and transported must be kept at the following safe temperatures:
 - a. Cold foods must be maintained at 41° F or below
 - b. Hot foods must be maintained at 140° F or above.
 - c. Hamburger patties must be cooked to an internal temperature of 155° F during preparation.

2. A metal stemmed thermometer must be provided for checking food temperatures during preparation and storage.
3. All condiments, including onions, relish, peppers, catsup, mustard, etc. for customer self-service should be dispensed from sanitary, automatic dispensers or in individual single service packets.
4. All foods, food containers, utensils, napkins, straws, etc., must be stored well above the floor and adequately protected from splash, dust, insects, weather or other contamination. No open displays of food products will be permitted. Baked goods such as cakes, cookies, pies, etc., should be sold wrapped as a whole or provided as wrapped, individual servings.
5. When self service ice dispensers are not provided, ice scoops are required. Handles of ice scoops must extend out of ice. Ice used for human consumption must be stored separately from ice used to refrigerate drink bottles, cans or cartons. Ice storage units must have open drains to prevent submergence of chilled drink cartons, cans or bottles in melted ice water.

G. Sanitation in Temporary Establishments

1. All stands in which open food will be handled or prepared will be required to have convenient hand washing and utensil washing facilities. The size, type, and number of sink compartments will depend upon the type of operation and will be determined by the Health Authority.
2. Food handling personnel must wash hands as frequently as necessary, even though disposable gloves may be used and are recommended.
3. Those facilities which are in operation for more than 96 hours, and that sell non-packaged, potentially hazardous foods must provide both hot and cold running water in quantities sufficient for hand washing by employees and for cleaning and sanitizing utensils and equipment.
4. Those establishments which are in operation for 96 hours or less, and that sell non-packaged, potentially hazardous foods must furnish the following facilities if hot and cold running water and sanitary sewage facilities are not conveniently available:
 - a. At least five gallons of potable water in a sturdy plastic dispensing container to be used for hand washing, utensil cleaning and sanitizing. If potable water replenishment is not readily available, additional containers of potable water may be required.
 - b. One empty sturdy pail or tub to collect wastewater from washing hands.
 - c. An adequate size container of household liquid chlorine bleach and chlorine test strips for verifying a chlorine concentration of at least 50 parts per million (ppm).
 - d. Disposable paper towels and hand cleaning soap or detergent.
 - e. Three sturdy plastic pails or tubs at least two gallons capacity; one for washing (fill with water and dish soap), one with plain water (for rinsing off soap), and one with water and liquid chlorine bleach solution of 50 parts per million or greater (for sanitizing).
 - f. A sturdy five gallon plastic container with a small opening and funnel to receive and store liquid wastes until proper disposal can be made to a sanitary sewer system.
 - g. Convenient solid waste containers, preferably with plastic liners.

5. The use of tobacco, eating food or drinking beverages is prohibited in food preparation and food service areas. Sitting on tables and counters is prohibited.
6. Suitable hair restraints, including hair nets, caps or hair sprays, are required in food preparation and serving areas.
7. Animals are prohibited in all food establishments.
8. Wastewater from sinks, steam tables, etc., must be drained into the city sanitary sewer system or disposed of in accordance with liquid waste disposal ordinances and regulations.

Tents, Canopies, Temporary Membrane Structures

1. A permit is required for tents and membrane structures in excess of 200 square feet and canopies in excess of 400 square feet.
2. An 8½" x 11" drawing showing property lines, existing buildings, access roads, and parking is required.
3. A copy of the Certification of Flame-Retardance is required.
4. Plans will be reviewed for compliance with current International Fire Code.
5. A CANOPY is any temporary structure, enclosure, or shelter constructed of fabric or pliable material supported by any manner except by air or the contents it protects, and is open without sidewalls or drops on 75 percent or more of the perimeter.
6. A MEMBRANE STRUCTURE is any air-inflated, air-supported, cable or frame-covered structure as defined by Building Code Appendix Chapter 31, Division II, which is erected for less than 180 days and not otherwise defined as a tent, canopy, or awning.
7. A TENT is any temporary structure, enclosure, or shelter constructed of fabric or pliable material supported by any manner except by air or the contents it protects.

Carrollton Fire Department, Fire Prevention Division: 972-466-3210

Event Planning Checklists

This basic checklist outlines suggested steps to make a success of the event. All activities may not be necessary for every event.

Determine Event Goals

- Who are the target audiences?
- What is the target message?
- What action do we want participants to take?
- What is the purpose?
- What will the event accomplish?
- Is it compatible with sponsor's mission and core values?
- Who are possible co-sponsors and volunteers?
- What is the event budget?
- Be sure the event is worthwhile and high quality.
- Timing and location are crucial to the success of the event.
- Successful marketing and promotions geared to the target market are needed to attract people to the event.
Develop a promotion/marketing plan that explicitly states what will be publicized, when and how. Have this plan in writing and include calendar dates for action.
- Follow through with the details to ensure success.

Determine Theme (90 Days in Advance)

- ___ Evaluate resources
- ___ Attendance projections
- ___ Strategic goals alignment
- ___ Designate coordinator(s)
- ___ Committee assignments

Set Date and Time

- ___ What day of the week
- ___ What time of day
- ___ Does the event conflict with another event?
- ___ Confirm date with key participants
- ___ Set rain date

Get Permit(s)

- ___ Tent permit
- ___ Special events permit (Ord. 117)
- ___ Parade
- ___ Block party
- ___ Carrollton Mobile (reservation: Parks & Recreation)

Select Location

- ___ Site preparations
- ___ Facilities reservations
- ___ Layout of the area
- ___ Attendance projections

Bad Weather Planning

- ___ Alternate location and set-up

- ☐ Announcement of postponement
- ☐ Media/participants contacts
- ☐ Sign at entrance

Site Arrangements

- ☐ Room area sizes
- ☐ Accessibility/transportation issues
- ☐ Acoustics/lighting
- ☐ Parking/validations/attendants
- ☐ Electric outlets/energy sources
- ☐ Trash containers/ice chests
- ☐ Tents
- ☐ Arrange for refreshment serving area
- ☐ Reserve rooms
- ☐ Consider weather; if outside, plan for cover/tents
- ☐ Plan physical set-up (tables, chairs, podium, generator, trash cans, etc.)
- ☐ Keys/access to area
- ☐ Pre-event preparations: painting, lawn mowing, repairs, cleaning
- ☐ Chairs, tables
- ☐ Electrical sources
- ☐ Arrange security and first aid resources/command post
- ☐ Restrooms/port-a-johns/sanitation
- ☐ Directional parking signs/traffic control
- ☐ Raised platform, podium
- ☐ Evacuation/emergency plans
- ☐ Flags (follow protocol)
- ☐ Public address system/microphones
- ☐ Barricades/cones

Reserve seats for:

- ☐ Dignitaries
- ☐ Disabled
- ☐ Media, photographers
- ☐ Other

Set up welcome and presentation area

- ☐ Mementos
- ☐ Projector, podium
- ☐ Name badges
- ☐ Displays
- ☐ Tape recorder and back-up machine, extra tapes, batteries
- ☐ Other _____

Produce map sites/signage for traffic and safety

- ☐ Tour routes and directional signs
- ☐ Telephones
- ☐ Restrooms
- ☐ Parking

Print Program

- ☐ Plan schedule
- ☐ Speaker biographies and photos

- ___ Organization information
- ___ List of officials, committees, participants
- ___ Print programs
- ___ Coordinate plans with appropriate parties
- ___ Stage presentation area
- ___ Schedule speakers and activities
- ___ Scripts for speakers
- ___ Plan entertainment/activities

Invitations

- ___ Determine guest list
- ___ Print and send
- ___ RSVP, returned cards/telephone
- ___ Reminders (optional)
- ___ Print nametags from RSVP list

Decorations

- ___ Coordinate with site arrangements
- ___ Designate personnel for set-up and take-down
- ___ Plan budget
- ___ Centerpieces/flowers/tablecloths
- ___ Color/theme scheme
- ___ Entrance and exits
- ___ Speaker's platform

Refreshments

- ___ "Carrollton Mobile" (reserved from Marketing Services; if event is co-sponsored by the city)
- ___ Staff, hosts
- ___ Supplies, signage
- ___ Menu and drinks
- ___ Serving materials (napkins, cups, plates)
- ___ Caterer
- ___ Electricity, propane, trash collection
- ___ Permits, licenses

Personnel

- ___ Coordinator(s) – Manage budget, monitor schedules & deadlines, checklists, status reports
- ___ Speakers, emcee (honorariums)
- ___ Staff/hosts/guides/escorts/parking attendants/tour guides
- ___ Volunteers/sponsors/partners (document specific contributions; follow-up with acknowledgements)
- ___ Photographer
- ___ Audio visual staff (sound system, videographer)
- ___ Custodians
- ___ Committees/ staff (mailing lists, decoration, refreshment, R.S.V.P.'s)
- ___ Nametags

Equipment/ Materials

- ___ Displays
- ___ Handouts/tables
- ___ Projector/screen
- ___ Sound and audio visual equipment
- ___ Microphones

- ☐ Lighting
- ☐ Tables/displays
- ☐ Easels
- ☐ Podium

Entertainment

- ☐ Music: ☐ Live or ☐ Recorded
- ☐ Location(s)
- ☐ Scheduling, confirmations
- ☐ Fireworks
- ☐ Amusement rides
- ☐ Booths
- ☐ Animals

Finances/ Budget

- ☐ Revenue sources (sponsors, sales, get bids)
- ☐ Expenses (estimate in advance and monitor)
- ☐ Wages, honorariums, fees, rentals, utilities, supplies, postage, printing, travel, repairs, maintenance, decoration, awards, food, permits
- ☐ Petty cash
- ☐ Prepare budget and invoice controls
- ☐ Check requests for vendors
- ☐ Final financial report

Publicity

- ☐ Fax news release to all media; offer photo if available to print media
- ☐ First Release – general story
- ☐ Second Release – program highlights, committee/speaker's names
- ☐ Third Release – feature story
- ☐ Fourth Release – final plans, day before the event
- ☐ Invite reporters and photographers to cover event
- ☐ Determine advertising strategy
- ☐ Promote the event and sponsor's name
- ☐ Mayors proclamation (contact City Secretary at 972-466-3582)
- ☐ Banners, T-shirts
- ☐ Calendar listings
- ☐ Arrange for photographer(s); videotaping
- ☐ Interviews
- ☐ Press conference
- ☐ Press kit (photo, maps, press releases, copy of prepared speeches, brochures, fact sheets)
- ☐ Press invitation
- ☐ Advertisements
- ☐ Newsletters (internal & external)
- ☐ Posters
- ☐ Displays/exhibits
- ☐ Feature stories
- ☐ Personal contracts/word-of-mouth
- ☐ Bulletin boards/information racks
- ☐ Public Service broadcast announcements
- ☐ Sponsorships/endorsements
- ☐ Direct mail/mailling lists/RSVP lists
- ☐ Audio-visual presentations

- ☐ Trade shows
- ☐ Special parking for media personnel
- ☐ Brochures/fliers/fact sheets/artwork/banners/posters
- ☐ Order give-a-ways/souvenirs
- ☐ Call news media to confirm attendance, clarify directions

Tickets

- ☐ Advance sales
- ☐ Ticket/money control
- ☐ Printing and distribution
- ☐ Sales reports
- ☐ Complimentary tickets
- ☐ Collection at event

Other Plans

- ☐ Inclusion issues (discrimination provisions, handicap accessibility to event)
- ☐ Vehicle/equipment safety and security, first aid
- ☐ Crowd management plans
- ☐ Shuttle buses/routes
- ☐ Contracts, permits and licenses processing
- ☐ Count and record attendance three times during the event
- ☐ Insurance coverage
- ☐ Post signs; assign people to direct traffic flow
- ☐ Bring extra copies of officials' speeches
- ☐ Background music
- ☐ Awards/presentations
- ☐ Sponsorship signs
- ☐ Order mementos to giveaway
- ☐ Tours and signage

Follow – Up

- ☐ Schedule post-event news coverage
- ☐ Confirm total attendance
- ☐ Pay outstanding bills/receipts for donations
- ☐ Return supplies/equipment
- ☐ Clean-up activities
- ☐ Review comment cards; prepare final reports
- ☐ Debrief staff, partners/sponsors, participants
 - (What things went right?)
 - (What things went wrong?)
- ☐ Thank all who participated and worked
- ☐ Mail printing program to officials who did not attend

City Events

The following events are typical city sponsored and co-sponsored events:

- Ribbon cuttings, ground breakings, open houses
- Dedications or services commemorating an event or service
- Any event where elected officials may be present or are scheduled to speak
- Breakfasts, luncheons, dinners, and receptions

- City events (Examples)
 - Old Fashioned Christmas at Perry Museum
 - Pool Trout Fish-Out
 - Community Garage Sale

- Co-sponsored events (Examples)
 - Book Sale
 - Dr. Martin Luther King Jr. Commemoration
 - Holiday Tree Lighting

CITY OF **DENTON**

SPECIAL EVENT PERMIT APPLICATION

Submit the application online at
www.cityofdenton.com/EventApp.

Applications and supplemental documentation are due 60 days prior to the event start date or 90 days prior if the event will have alcohol on City property or there will be amplified sound.

For help filling out this document, please refer to the
[Denton Event Planning Guide](#).

Arianna Such, Special Events Supervisor
City of Denton Parks and Recreation
arianna.such@cityofdenton.com
(940) 349-7275 | (940) 349-8732
www.dentonparks.com

A special event permit application may be filed at least sixty (60) days before the intended event date and not more than twelve (12) months in advance of the intended event date. Applications for permits filed less than specified number of days before the event may be considered for public assembly or if the director of parks and recreation, or his designee, determines that the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the special event permit.

A special event application requiring city council approval must be filed at least ninety (90) days before the intended date of the event including, but not limited to, the sale or consumption of alcohol in a city park, an exception to the amplified sound ordinance.

Applicant Information:

Applicant Name:

Mobile Number:

Street Address:

City, State, Zip:

Email Address:

HOT Funds or Cash Sponsor Recipient? Yes No

Applicant is, check all that apply: Event Organizer On-site Emergency Contact Organization Representative

Organization Information: Same as Applicant

Organization:

Mobile Number:

Street Address:

City, State, Zip:

Email Address:

HOT Funds or Cash Sponsor Recipient? Yes No

Type of Organization, check all that apply: Nonprofit Board/Committee School Business Volunteer Individual Other

Event Information:

Event Name:

Event Date(s):

Event Location:

Total Estimated Attendance:

Event Website:

Social Media Account:

Is this a first time event? No Yes

Event Details (please provide a detailed description and the purpose of your event):

CITY OF DENTON | Special Event Permit Application

Event Timeline (please include set up and teardown):

	Day of the Week	Date and Year	Set-up Time	Start Time	End Time	Take-Down End Time	Daily Attendance
DAY 1							
DAY 2							
DAY 3							
DAY 4							
DAY 5							
DAY 6							
DAY 7							

Schedule of Events or Additional Timeline Details, as Needed:

Select all that apply:

Applicant Booth:	Food/Drink (distribute or sell)	Alcohol (distribute or sell)	Merchandise (distribute or sell)
Vendor Booths:	Food/Drink (distribute or sell)	Alcohol (distribute or sell)	Merchandise (distribute or sell)
Amplified Sound:	Live Music	DJ Music	Stage Speech and/or Announcements
Activities:	Run/Bike Race	Parade	Games/Crafts/Arts Inflatable(s) Carnival/Fair
Service Needs:	Police Security	Fire/EMS	Street Closure(s) Park/Facility Solid Waste
Admission:	Free Open to the Public Event	Fundraising Event	Ticketed Private Event

By my signature below, I certify the information provided on and in connection with this Special Event Permit Application is true and correct to the best of my knowledge.

Applicant Signature:
SIGN OR PRINT

Date:



Public or Private Event

NO	YES	If yes, the following is required:
		General Liability Insurance Certificate

Will your event be open to the public?

Parade, Block Party, City Streets, Parking Lots

NO	YES	If yes, the following is required:
		Street Closure & Notification Form
		Street Closure & Notification Form
		Letter with Written Permission

Do you plan to close, block, or use a City street, trail, or sidewalk?

Do you plan to close a street that will impact residents & businesses?

Do you plan to use a private parking lot or other private property?

Attendance, Tents, and Stage

NO	YES	If yes, the following is required:
		Fire Operational Permit
		Fire Operational Permit
		Fire Operational Permit
		Fire Operational Permit
		Submit Vendor Company Name

Do you anticipate 1,000+ event attendees or street/sidewalk spectators?

Do you plan to use a tent larger than 400 sq ft or a canopy in excess of 700 sq ft?

Do you plan to use a large stage with a covering or canopy?

Are you hosting a fair, carnival, exhibit, or tradeshow?

Do you plan to operate carnival, fair, or amusement rides?

Food, Drinks, or Merchandise Vendor Booths

NO	YES	If yes, the following is required:
		Vendor List & Vendor Permits
		Vendor List, Vendor Permit, & Temp. Food Permit
		Temporary Food Permit

Will you or your vendor(s) merchandise or promote business on park property?

Will you or your vendor(s) serve or sell food or drinks on City property?

Will you have food truck(s) that will serve or sell food or drinks on City property?

Sanitation, Water, Waste Water, and Recycling

NO	YES	If yes, the following is required:
		Solid Waste Service Request
		Temporary Food Permit
		Solid Waste Service Request

Will you need a dumpster and/or ClearStream® container for your event?

Will you or vendors need to dispose of water per Consumer Health requirements?

Will you need assistance developing a Trash and Recycling Plan for your event?

Amplified Sound at Outdoor Festivals and/or Events

NO	YES	If yes, the following is required:
		Submit the online Special Event City Council Request Application at least 90 days in advance of the event for City Council's consideration.

Will you have amplified sound over 70 dba?

Will you have amplified sound Monday-Saturday, after 10 p.m.?

Will you have amplified sound anytime on a Sunday?

Will you have amplified sound over 65 dba on a Sunday?

Alcohol on City-Owned Property

NO	YES	If yes, the following is required:
		TABC License and/or Permit
		TABC License and/or Permit & Security
		TABC License and/or Permit & Security & Director Approval
		Liquor Liability Insurance
		Liquor Liability Insurance

Do you or a vendor plan to serve or sell alcohol in a parking lot or in the street?

Do you or a vendor plan to serve or sell alcohol on City-owned property?

Do you or a vendor plan to serve or sell alcohol in a park?

Do you plan to apply for a temporary TABC permit for your event?

Do you plan to partner with a vendor who is licensed/permitted by TABC?

Requests for Services by City Department

NO	YES	If yes, the following is required:
		Parks Service Request & Approval
		City Sponsorship Application
		Solid Waste Container Loan Form

Will you need to place portable restrooms on City property?

Will you need to request an in-kind City service in the form of co-sponsorship?

Will you need to borrow portable trash and recycle containers?

None of the above apply to my request for a Special Event Permit

None of the above apply

Communications and Crowd Management

Lead Coordinator and/or Volunteer:

Mobile Number:

Method of Crowd Communication:

i.e. PA system, megaphone, etc.

Number of
Event Staff:

Method of Event Staff Communication:

i.e. hand-held radios, mobile phone, etc.

Number of
Volunteers:

Method of Event Staff Identification:

i.e. uniforms, event shirts, badges, etc.

Number of
Vendors:

Attendance to Event Staff Ratio:

i.e. one staff for every 250 attendees

Total Guest
Attendance:

Crowd Control Measures to be Used:

i.e. barricades, fencing, etc.

Booth and Mobile Truck Vendors: A list of ALL vendors and their location on the Site Map is required and due at the time of the permit application. Vendors on the list, must match the Site Map and the receipts of Park Vendor Permits obtained prior to the event or thereafter.

Event Security Management

Lead Coordinator and/or Volunteer:

Mobile Number:

Public Security Service Provider:

i.e. City of Denton PD, Denton County, etc.

Mobile Number:

Private Security Service Provider:

i.e. if you plan to use security guards

Mobile Number:

Fire Prevention & Emergency Medical Management

Lead Coordinator and/or Volunteer:

Mobile Number:

Head of Medical Support:

i.e. Denton EMS, hospital, medical clinic, etc:

Mobile Number:

List On-site EMS and First Aid Location(s):

List Types of Fire Prevention and
Suppression Devices & Vehicles:

Confirm the following are identified on the Site Map or Public Safety Map for larger events:

First-aid station(s) Fire Lanes Fire Extinguishers EMS entry-exit access points Public entry-exit access points & parking

Emergency Command Post | Missing Person, Weather Emergency, etc.

In the event of extreme weather or other emergencies, the City of Denton will refer to the Command Post and the individual listed below as the point person for emergency updates, announcements, cancellations, and/or other event emergency communications.

Lead Coordinator and/or Volunteer:

Mobile Number:

Describe the Location and Functionality
of the Emergency Command Post:List Current Weather Emergency Shelters
that have been Approved for this Event:

City of Denton Police and Fire Department will have final authority and approval of your Public Safety Plan.

CITY OF DENTON | Street Closure Request

Applicant Name:

Event Name:

Date of Street
Closure Request:

Purpose
of Request:

Type of Request: Parade Block Party March Run/Walk Bike Street Festival Parking Lot Party Other

Rolling Street Closure Request | Parade, March, Fun Run or Similar; complete all that apply

Assemble Time:

Assemble Location:

Start Time:

Disassemble Location:

End Time:

Length or Distance of Parade, Fun Run, or Other:

Street Closure and Notification Form and Route Map are required.

Estimated Number of Entries: Participants Vehicles Bikes Spectators Animals

Full Street or Parking Lot Closure Request | Complete all that apply

Start Closure Time:

Street(s) Closure Location:

End Closure Time:

Parking Lot Location:

Street Closure and Notification Form is required.

Street Closure Request Questionnaire

NO

YES

If yes, the following is required:

Will there be possession or consumption of alcoholic beverages?

TABC permit requirement

Will your event have first aid and/or water stations on the route?

Site Map requirement

Will your event reuse a traffic plan from a barricade company?

Traffic Control Plan requirement

Will your event start and stop at two different locations?

Site Map requirement

Will your event or route cross intersections with traffic signals?

Traffic Control Plan requirement

Will your event have a street stage, vendors, food trucks and/or tents?

Site Map requirement

Will your event have live music, amplified sound, or loudspeakers?

Site Map requirement

Will one or more sidewalks or trails be obstructed or closed in?

Site Map requirement

Will your event require a lane closure?

Traffic Control Plan requirement

Traffic Control Plan

Company Name:

Will your event reuse an approved Traffic Control Plan from a previous year?

No

Yes

Equipment Deployment Date:

Equipment Deployment Time:

Equipment Pickup Date:

Equipment Pickup Time:

ACKNOWLEDGMENT | Check that you have read and understand each requirement:

I ACKNOWLEDGE that a map of the route is required; hand drawn maps are not accepted.

I ACKNOWLEDGE that a Traffic Control Plan is required for street closure requests, unless told otherwise.

I ACKNOWLEDGE that use of a private parking lot will require Written Right of Possession from the property owner.

I ACKNOWLEDGE that the Street Closure Form and Street Closure Notification Form may be required.

CITY OF DENTON | Street Closure Notification Form

Applicant Name:

Event Name:

Date of Street Closure Request:

Purpose of Request:

First and Last Name	Street Address	Signature	Circle One	Absent
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
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			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	
			Favor Oppose	

All property owners, business managers, and /or single-home tenants impacted by the Street Closure Request MUST be contacted and informed of the proposed closure by either this Street Closure Notification Form or notify via a letter or postcard sent to the mailing address.

The Street Closure Notification form must be emailed upon completion. A Traffic Control Plan must also be presented at the time of notification. The event organizer’s business card, flier, or other notification of visit must be provided and left if the resident, business owners or tenant is absent.

To notify via a letter or postcard, then they must be sent no later than two weeks prior to the event and the following documents need to be submitted with the Special Event Permit Application: a copy of the letter or postcard, a copy of the receipt showing the sent date, or a postmarked envelope, and the mailing address list. The letter and postcard must include the TCP and what streets will be closed off.



Applicant Name:	Mobile Number:
Street Address:	City, State, Zip:
Email Address:	Event Date:
Event Name:	Estimated Daily Attendance:
Event Location:	

Please note, this is NOT a Fire Operational Permit Application.

**CLICK HERE TO VIEW THE
FIRE OPERATIONAL
PERMIT APPLICATION**

Select the Permit(s) Required for this Event:

Carnival, Fair, and Festival Permit, \$200

Submittal Requirements, check to confirm acknowledgment:

Public Safety Plan and Site Plan
Insurance Certificates for Rides

Reminder! Tent Permits & Fire Operational Permits are separate from the Special Event Application Permit.

Tents of Temporary Membrane Structure, \$35 per tent

Submittal Requirements, check to confirm acknowledgment:

Copy of the flame spread and fire-proofing certificate.
Site Plan showing the location of the tent in relation to lot lines, parked vehicles, and structures.
Floor plan of the tent showing locations of fire extinguishers, exit signs, and "no smoking" signs

Outdoor Assembly Event, \$200

Submittal Requirements, check to confirm acknowledgment:

Submit a public safety plan, and a site plan showing locations of booths, stages, and structures, first aid stations, information and ticket booths, boundaries of event, fire extinguishers, weather shelters, fire/EMS access roads, assembly areas, approximate occupant amounts, and parking.

Exhibits and Trade Shows, \$200

Submittal Requirements, check to confirm acknowledgment:

Submit a Public Safety Plan and Site Map that shows location of booths, stages, and structures; first aid stations, information and ticket booths, fire extinguishers, marked exits, and parking.

Permit Inspection Request (date & time):

Permit Inspection Location Request:

The Fire Operational Permit Application can be found on the [Fire Prevention Operational Permits webpage](https://dntn-trk.aspgov.com/eTRAKiT/) and must be submitted online via the eTRAKiT system at: <https://dntn-trk.aspgov.com/eTRAKiT/>

By signing, I understand the requirements listed above and acknowledge that I must submit a Fire Operational Permit Application and supplemental documents through the eTRAKiT system.

Applicant Signature:
SIGN OR PRINT

Date:





Applicant Name:

Mobile Number:

Street Address:

City, State, Zip:

Email Address:

Event Date:

Event Name:

Estimated Daily
Attendance:

Event Location:

Select the Service Request(s) for this Event:

Event Security | 3-hour Minimum per Police Officer

There is a 3-hour minimum for Public Safety Security requests.

To view rates of pay and to request police services, please submit an [online Denton Extra Duty Detail Application](#).

Examples of objective standards used to determine the number personnel:

- Event alcohol consumption
- Time, date, and length of event
- Impact of adj. residential/commercial areas
- Traffic Control Plan requirements
- Estimated number of attendees
- Vehicular/pedestrian traffic conditions

Emergency Medical Services (EMS) | 4-hour Minimum per EMS Personnel

The rate of pay for Emergency Ambulance Standby, paramedics, patient transport, and other applicable fees are set forth in Ordinance 2010-204. The current rate of pay is \$150 per hour. There is a 4-hour minimum for EMS requests.

Examples of objective standards used to determine the number personnel:

- Road closure that require EMS personnel
- Event alcohol consumption
- Impact of adj. residential/commercial areas
- Peak hourly attendance and estimated attendees
- Time, date, and length of event
- Need for safety zones, i.e. helicopter landing

Applicants are responsible for reimbursing the City for the cost of security and/or EMS personnel, as needed. The public safety team will determine how many staff are needed for the event and payment.



Applicant Name:

Mobile Number:

Street Address:

City, State, Zip:

Event Name:

Email Address:

Event Location:

Event Date(s):

Tax ID or Solid
Waste Acct. #

Driver's License #:

Driver's license and social security numbers are required
if a Tax ID or Solid Waste account number are not provided.

Last four digits
Social Security #:

Select a Trash and Recycling Strategy:

Use Trash and Recycle Containers in the Park

Use Fee-Based Services For Dumpster Container

Use ClearStream® Loan Program, at no cost

Use both Dumpsters and the ClearStream® Loan Program

Container Loan Program | Special Event Recycle and Trash Equipment Form

ClearStream®

Borrow portable bins that are easier to transport, set up, and service to ensure the correct items are going in the trash and recycling.

Disposal Options



8 Yard Recycling Dumpster



8 Yard Trash Dumpster



Open Top Roll-Off

Requested Pick-up Date and Time:

Actual Pick-up Date and Time:

Requested Return Date and Time:

Actual Return Date and Time:

The applicant or undersigned has the authority to sign on behalf of the event organizer. Replacement costs will be applied if containers are not returned or returned significantly soiled or damaged beyond use. Terms and Agreement can be found at www.cityofdenton.com for Chapter 24 of the code of ordinances and current rate ordinances. Rates and fees are based on upon the current rate.

Applicant Signature:

Date: _____

City Staff Signature:

Date: _____

Applicant Name:	Mobile Number:
Street Address:	City, State, Zip:
Email Address:	Event Date:
Event Name:	Estimated Daily Attendance:
Event Location:	

Park & Facility Usage Request (Please list all Parks & Recreation facilities and/or parks you are requesting to use):

Select a Service Request from the Parks and Recreation Department:

- Additional Picnic Tables**
Based on individual park inventory and availability of staff to move tables on event day.
- Outdoor Electricity**
Based on individual park inventory and electric pedestals available on-site.
- Inflatables/Attraction Rides in City Parks**
The park and location within the park will require approval.
- Portable Restrooms**
The park and location within the park will require approval.
- Pavilion Usage**
Indicate if your event includes a park and/or pavilion rental.
- Parking Lot Usage**
Indicate if your event will ONLY use the existing park parking lot.
- Trail Usage**
Indicate if your event will impact the use of a trail.
- Public Park Restrooms Usage**
Indicate if your event includes the use of an on-site park restroom.
- Self-Haul Waste Management Strategy**
Indicate if you need assistance confirming if there's an on-site dumpster.
- Self-Haul Waste Management Strategy**
Indicate if you need assistance confirming the number of on-site trash and recycle containers.
- Other**
Please list or describe your event specific service request:



Special Events Guide

Thank you for choosing Edmond for your event location. We look forward to working with you to ensure your event is safe and successful.

A Special Event is a public celebration which involves the use of city property and/or facilities which require the provision and coordination of city services.

A special event permit is required to hold events such as:

- Festivals, parades, or athletic events on public rights-of-way (City streets).
- Outdoor public events on other City-owned properties (Parks & Arcadia Lake).

You do not need a special event permit for:

- Events held on private property
- Private events such as Weddings or Birthday parties held at a City Park

Because every event is unique, it's important that you consult with the City's Special Event Office as soon as your plan starts developing. Large and/or first year events need more time to plan than smaller, seasoned events.

The goal of the Special Events Office is to help make the coordination of your event as seamless as possible. Contact us early in your planning process so we can help you from the start:

Special Events - Public Relations &
Marketing
24 E. 1st Street
Edmond, OK 73034
Ph: (405) 359-4580
email: specialevents@edmondok.gov

Mailing Address:
City of Edmond - Special Events
PO BOX 2970
Edmond, OK 73083

All of the documents referenced in this guide can be downloaded from
www.edmondok.gov/specialevents

THE SPECIAL EVENT PROCESS

1. Consult with the Special Event Office
Start with type of event, date, location, & time.
2. Submit [application](#) and preliminary site plans and/or map to Special Events Office
Once you know the major details of your event (at least 60 days before) submit your application.
3. Approval from the Special Event Committee
A Special Event meeting is held on the third Wednesday of each month unless posted otherwise
4. Insurance & Payment is due 30 days before your event
See page 4 for Insurance guidelines

SPECIAL EVENT COMMITTEE MEETINGS

All applications must be reviewed by a group of members assembled from different City departments called the Special Events Committee. Unless otherwise posted meetings are held on the third Wednesday of every month at 11:00am at the Multi Activity Center in Mitch Park; 2733 Marilyn Williams Dr..

Coordinators organizing events are required to present their applications at a Special Event Committee meeting at least 2 months before their event date.

Applications must be turned into the Special Event Office 1 week prior to the meeting date to be added to that month's meeting agenda. If an event is not added on the Agenda before that time it cannot be voted on by the committee.

GENERAL RULES

- Once an event is approved by the committee, the organizing group will be unable to make changes unless the committee is notified in time to call a special meeting.
- To cancel city services, please notify the special events office 72 hours prior to event; Monday - Thursday between 7:30 am to 5:30 pm and Friday 7:30am – 11:30am at 405-359-4580.
- Events are approved on a first-come, first-served basis. However, if a scheduling conflict occurs, previously-permitted annual events may be given preference.
- A Special Event Permit can be approved for a recurring event on multiple dates in the same year if no changes are made to the site plan/application.
- No advertising of an event is allowed until the event is approved.
- Under NO circumstances will paint, spray chalk or any other substance that will remain visible for more than 48 hours, be applied to the street or any part of the right of way or public property. Any application of these markings will result in an immediate termination of your permit.
- No fees may be charged for parking on City property or parks
- No entrance fees may be charged on City rights-of-way (City streets, sidewalks, alleys or easements)
- No Signs are allowed to be affixed to barricades.
- The City of Edmond does not issue Noise permits. You may use amplified sound if approved by the committee but must adhere to the quiet hours of 10pm – 8am.
- No Balloon Releases or Sky Lantern's will be allowed as part of a Special Event
- All permits are considered revocable. Your permit may be revoked if any of the following issues are identified by City Staff: fraud, misrepresentation, imminent threat to public health, safety and/or welfare.
- Failure to abide by the guidelines and the requirements of the Special Event Committee is cause for revocation of your permit

INSURANCE REQUIREMENTS

A [certificate of Liability Insurance](#) is required for all events. Proof of Insurance must be provided 30 days before your event.

- The form must state that the City of Edmond is the additional insured party with the following address:
City of Edmond
PO BOX 2970
Edmond, OK 73083
- Certificate of Insurance has a required minimum of \$1 million coverage. The amount of Insurance must be equal with the Oklahoma Tort Liability Act: \$25,000 property damage, \$175,000 personal injury, \$1,000,000 liability.
- All aspects of your event must be covered.
 - If you are having an inflatable that must be covered.

You may be required to submit your insurance policy in full or submit a list of exclusions to your policy. Some events may need [extra coverage](#) and will be considered on a case by case basis.

STREET CLOSURES

Streets are not allowed to be closed without official approval from the Special Events Committee and/or the City Manager's Office. Street Closures are considered on a case by case basis.

An [accurate traffic control plan](#) should be developed to show that all traffic control devices will be placed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). It is critical to the safety of your participants and volunteers that you choose a contractor that understands these guidelines and places your barricades correctly. These companies are currently [pre-qualified](#) to operate in Edmond.

Here are some additional requirements to include in your traffic control plan:

- Same day barricade pickup is required.
- Type III barricades are required for all road and lane closures.
- 36" cones, or other approved devices, are required when separating traffic from participants on a route.
- You are required to keep an open lane for emergency vehicles. - Sidewalks must remain open as much as possible for public access.

- Coordinators may be asked to obtain approval from adjoining property owners or give advance notice of the closure.
- No parking is allowed in front of/or near barricades.

OPEN ROAD POLICY AND TRAFFIC CONTROL REQUIREMENTS

Streets are not allowed to be used for events such as bicycle rides, runs, or walks without official approval from the Special Events Committee and/or the City Manager's Office.

- One or more police officers will need to be hired at the expense of the applicant to control each intersection.
- Police are the **ONLY** authorized personnel who can direct traffic.
- One (1) and/or Two (2) lanes roads will be considered on a case by case basis. It is recommended that two (2) lane roads are only used briefly to leave a property before entering a four (4) lane road.
- It is strongly recommended that organizing groups require participants to wear appropriate safety equipment such as, but not limited to, helmets.

POLICE SUPPORT

The Edmond Police Department (EPD) should be hired for safety and security at public events. If you plan to use another agency for your event (Oklahoma County Sheriff or OHP only), the names and direct contact information for hired officers needs to be provided no less than 10 days before event.

If your event includes a barricaded or traffic-controlled route, it is recommended that you provide a contact person (course director). This person would serve as the main point of contact for route safety, barricades, intersection control, and volunteer- related issues. The course director will need to be available for the entirety of the event including set-up and tear-down. Edmond Police officers can be contracted through the Special Events Office.

FIRE SUPPORT

The Edmond Fire Department

- All areas including decorations are subject to inspection.
- All outdoor fires must be approved and permitted.
- A Fire Extinguisher size 2A – 10, B, C must be provided at any on-site cooking.

Fire lane parking Ordinance No.3052 – Fire apparatus access roads shall have an unobstructed width of not less than 20 feet.

Edmond Fire prevention can be contacted at (405) 216-7303

STAGES & TENTS

Outdoor structures such as tents and stages must be inspected before they can be used if they are...

- Tents or canopies larger than 225 square feet (15x15)
- Stages that measure 30 inches high off the ground and/or includes an overhead structure (lighting included)
- Temporary structures

A permit fee and inspection may be necessary, call Building Services, (405) 359-4780

Tents:

- No open flames or cooking is allowed under tents.
- No stakes shall be driven into the ground without permission. Utility lines will first have to be marked and observed. No stakes shall ever be driven into pavement.

ELECTRICAL

Additional electrical services other than what is provided at City site may require fees and services from the City's Electric Utility. These requests must be made no later than 10 working days prior to day of event. Any electrical expenses not covered by the permit fee will be done on a time and material basis.

Generators are not provided or rented from the City's Electric Utility.

All electrical hook-ups must comply with the national, state, and local electrical codes.

Edmond Electric: (405) 216-7662

SANITATION

The number of **restrooms** required will be determined using the rule that one portable toilet or restroom facility should be provided for every 500 participants. It is required that at least 10 percent of the facilities provided be ADA accessible.

The number of **trashcans** depends on the type of event. Some major events will be required to contract for trash removal. All litter must be secured in a container or **dumpster**.

Dumpster Fee Structure:

4 yard- 60.50 per haul + 22.00 delivery

6 yard- 77.00 per haul + 22.00 delivery

8 yard- 93.50 per haul + 22.00 delivery

If your event includes **animals/horses** you will be responsible for cleaning up after them.

EMERGENCY PLANS

In cases of severe weather or other concerns that could pose a potential threat to your event, Emergency Management and/or EPD will be in communication with the event coordinator and/or the special events office. A threat to public safety is cause for revocation of a permit. This means your event can be canceled upon guidance from Emergency Management and/or EPD.

Other areas to consider having a plan for are medical emergencies, lost and found (including lost child), crowd control, accident, loss of utilities, etc.

We encourage all event planners to notify EMSA: (405) 297-7110.

SITE PLANS

Some Larger events may be asked to submit a map showing locations of all their amenity's and vendors. This would include placement of sanitation services,

barricades, volunteers/police, vendors, activities (inflatables, rides) and structures (tents and stages).

FOOD & ALCOHOL

No glass allowed

FOOD

Food vendors include food trucks-trailers, stands, tents, canned and/or packaged foods, etc. Special Event Food Licenses allow these vendors to sell prepared foods at an event for up to 14 days. For your vendors to be issued Special Event Food Licenses, the following is needed:

- A list of all food vendors submitted with your application
- A final list of vendors provided no later than 15 days prior to your event
- Pre-payment of the State licenses with Oklahoma City County Health Department (OCCHD, 405-425-4327)
- Early setup by each food vendor to allow time for an on-site, day-of-event inspection by OCCHD.
- State licenses kept on-site and available for review by OCCHD.

REMINDER: Use of open flame for cooking requires that you contact the Edmond Fire Prevention, 405-216-7303, this includes propane systems on food trucks-trailers.

ALCOHOL

The serving of alcohol on public property must be approved by the Special Events Committee and in compliance with Oklahoma County Health Department regulations and Oklahoma State Law.

Notice: Events that elect to serve Alcohol must absorb the expense of a law enforcement officer on site during festival hours. The officer must be in uniform and either an Edmond Police Officer or Oklahoma County Deputy. **No exceptions allowed.**

- To sell or offer alcohol at your event, vendors must obtain an Event Alcohol License from the Alcoholic Beverage Laws Enforcement Commission (ABLE). To get an Event Alcohol License you will need the following:

- 60 days prior to your event, you must apply for your Event Alcohol License with ABLE.

- You must have your Event Alcohol Licenses posted where alcohol will be sold to your event participants.

Alcoholic Beverage Laws Enforcement Commission (ABLE)

ABLE, 3812 N. Santa Fe Suite 200, OKC, OK 73118

(405) 521-3484 or Toll Free 1-866-894-3517

<https://oklahoma.gov/able-commission.html>

VENDOR SALES

When including vendors at your event you are required to notify the Oklahoma Tax Commission. 405 - 522-4324

- Contact the Oklahoma Tax Commission to obtain a Special Event Promoter/Organizer Business Application (\$50).
- The application and fee are due no less than 20 days prior to your event.
- You will receive sales tax report forms with your permit number and you will need to distribute these to vendors at your event.
- After the event, collect all of the forms and return them to the Oklahoma Tax Commission and send a copy to the Special Events Office.

ASSEMBLY PERMIT (FIRST AMENDMENT)

The purpose of requiring a permit for any assembly occurring on public property is to ensure that public safety and order is maintained when large groups of individuals congregate together.

A permit is needed if:

- If the assembly consists of 25 or more people
- The assembly will impede or obstruct normal vehicle traffic or pedestrian use of any street or sidewalk.
- Any event requiring the full closure of any public right-of-way shall also obtain a Street Closure permit.

This permit requires a Special Event Application to be filed with the Special Events Office at least 48 hours (exclusive of weekends and holidays) prior to the commencement of the assembly.

PAYMENTS

A Special Event Permit Fee of \$150 will be collected no later than 30 days prior to the event date.

CONTACTS

Special Events, 24 E. 1st St., Edmond, OK 73034

Office: 405-359-4580

Email: specialevents@edmondok.gov

Oklahoma City County Health Department (OCCHD) Information:

- For more information regarding Special Events and Temporary Food Establishments, or to schedule inspections, please contact the Oklahoma City County Health Department:

Elaine Winterink – elaine_winterink@occhd.org , 405-425-4327

Alcoholic Beverage Laws Enforcement Commission (ABLE)

ABLE, 3812 N. Santa Fe Suite 200, OKC, OK 73118

405-521-3484 or Toll Free 1-866-894-3517

<https://oklahoma.gov/able-commission.html>

Oklahoma Tax Commission, 405-522-4324

Edmond Building Services, 405-359-4780

Edmond Fire Prevention, 405-216-7303

Edmond Electric, 405- 216-7662

Edmond Emergency Management, 405-359-4564

EMSA, 405-297-7110

Edmond Parks & Recreation Department, 405-359-4630

Edmond Code Enforcement, 405-359-4793



Event Permit Application Instructions and Rules

The event permit application is for all events that request the use of City streets, City parking lots and/or require City resources such as police or fire departments.

These instructions are intended to help you complete your event permit application. To ensure that you have all the required forms and information for your event, **please take the time to read these instructions prior to starting the application.** We want to make sure that your event is successful and without problems. If you have any questions, please do not hesitate to contact Parking Management by phone 479-575-8280 or by email parking@fayetteville-ar.gov. You may also wish to visit the [Special Event Permit section](#) on the City of Fayetteville website.

APPLICATION SCHEDULE: Application must be submitted per the schedule below with associated documents/forms and fees.

- **21 days prior to event date:**
Closure request(s) is for **less than 8 hours**
Application does not request closure(s) of a street or City parking lot
- **45 days prior to event date:**
Application requests a street or City parking lot closure(s) for **more than 8 hours**

RESERVATION POLICY: Any event that occurs annually and has had at least three successful events in the past three consecutive years is considered an "Established Event". The event will automatically be reserved on the City event reservation calendar for the event dates that are typical for the event. The producer of the "Established Event" will still be responsible for submission of all applicable forms and permit application by the appropriate deadlines. All other submitted event requests will be considered on a first-come-first-serve basis.

FEES AND CLEANUP DEPOSIT: Applicable fees may be paid by cash or check to the City of Fayetteville. Application fees are refundable if an event is cancelled or if the event permit is denied. Remit payment to the City of Fayetteville:

- By mail: 113 W. Mountain Street, Fayetteville AR 72701
- In person: 416 W. Spring Street, Fayetteville AR 72701 (Monday – Friday, 8 a.m. – 5 p.m.)

APPLICATION DETAILS

Event Name: Enter the name of the event. This name should be the one that you are using to advertise or promote your event.

Event Date(s): Enter the start and end date of the event. If the event is just one (1) day, enter the same date for both. Detailed schedule information, such as hours of operation and site preparation dates/times, is required in a separate area of the application.

Event Producer: Enter the name of the organization, corporation, neighborhood group, etc. that is producing the event. If the organization, corporation or group contracts with a firm or agency to produce the event, the event producer is the firm/agency contracted.

Nonprofit: If the event producer is a nonprofit, enter the 501(c)(3) ID #.

Primary Contact: Enter the name of the primary person who is to be contacted regarding the application or event.

Address, City, State, and Zip: Enter the mailing address information in these blanks of the primary contact.

Phone/Email: Enter the telephone numbers and email address of the primary contact. It is important that City staff have the ability to contact this person at all times during the event to ensure it runs smoothly and successfully.

Secondary Contact: Enter name of one additional person who can be contacted regarding application or event.

Phone: Enter telephone numbers and email address of the secondary contact. It is important that City staff has the ability to contact the primary or secondary person at all times during the event to ensure it runs smoothly and successfully.

Event Location: Describe where the event will be held including street name(s) and City parking lot names.

Event Types: Check all boxes that apply to your event. A *Noise Ordinance Variance Request* is required if your event may involve sound levels that exceed maximum noise levels of the [City of Fayetteville Noise Control Ordinance](#) and you will be prompted for additional information

Event Description: Give a brief description of the event. Please describe any unique characteristics of your event.

Dates and Times:

- **Hours of operation:** Enter the daily start and end times of when the event is open for attendance.
- **Site Preparation:** Enter the event preparation start date and time. If no preparation is necessary enter the event operation start date and time.
- **Dismantling/Cleanup:** Enter the date and time when the dismantling and cleanup will be completed and the streets/or sidewalks opened again.

Total Attendance: Enter the total number of attendees that you expect for your entire event, beginning to end.

Peak Attendance: Enter the highest number of attendees you expect at any one time during the event.

EVENT FEATURES: Review list of possible features and check all that apply to your event. Site maps are required for almost every event and will need to show where event features are located. You may be prompted for additional information based on your selections.

- ***Alcoholic Beverages Served/Sold:*** If alcoholic beverages will be served or sold, please contact the Alcoholic Beverage Control (ABC) at 501-682-1105 to apply for a permit. The City's event application requires the name of the alcoholic vendor name(s) and the ABC permit number.
NOTE: When alcohol is on site, the City requires security to be present at all times. The number of security officers varies based on attendance per event. The Police Department has [guidelines](#) for the sale of alcohol.
- ***Elevated Noise Levels:*** A Noise Ordinance Variance Request is required if your event may possibly involve sound levels that may exceed the normal requirements of the [City of Fayetteville Noise Control Ordinance](#).
- ***Emergency Medical Services (EMS) Required:*** Upon review of this application, the City's Fire Chief or Fire Marshal may determine that Emergency Response Services are needed. There is a fee for emergency medical services.
- ***Fireworks:*** Per [City Code 94.05](#), fireworks may only be discharged July 1 – July 4. If a fireworks display is requested, the name of the fireworks provider/handler and their fireworks permit number are required.
- ***Parking Lot/Spaces Needed and/or Street Closures:***
 - ***Closure Hours:*** Select if the closure is more or less than eight hours.
 - ***Type of Closure:*** Select street, parking lot, or both. Select "parking lot" if you need parking spaces in a parking lot.
 - ***Closure Date/Time:*** Enter the start date and time of any requested City parking lot/spaces and/or street closure(s).
 - ***Reopen Date/Time:*** Enter the date and time when the street and/or City parking lot/spaces will be reopened to traffic.

FOR ALL PARKING LOT AND/OR STREET CLOSURES

Signage must be frequently and conspicuously displayed 24 – 48 hours in advance of ANY City parking lot or street closure for a special event. Minimum display requirements are four signs per block per side of the street and one sign per 10 parking spaces for a City parking lot. For streets with parking meters and pay stations, the City strongly recommends that a sign be placed on each parking meter and/or pay station along the street. An example of your [City Street/Parking Lot Closure Signage template](#) must accompany your application.

NEW PROCESS PER CITY CODE 72.58(M)
FOR PARKING LOT AND/OR STREET CLOSURES OF MORE THEN EIGHT HOURS

Notice of Proposed Closure Form and Written Notification Flyer: As a part of the application, the applicant shall submit a *Written Notification flyer* and a completed *Notice of Proposed Closure Form*. The documents should be combined into one pdf document and must accompany the event permit application.

- [Notice of Proposed Closure Form](#): Use the City's GIS mapping tool to create the form with a list of addresses within 300-feet of the proposed closure. The applicant should attempt to make personal contact with all property owners/managers and/or occupants along and within 300-feet of a City street or City parking lot that is proposed to be closed for more than eight (8) hours. The applicant should seek their signature on the Notice of Proposed Closure form and indicate whether they agree or disagree with the proposed closure. Should the applicant be unable to make personal contact at an address, a written notification of the proposed closure must be left at the property in a conspicuous location.
- [Written Notification flyer template](#) is provided for your convenience.
- **City Parking Lot/Street to be Closed:** Enter name of the parking lot(s) and/or street block(s) to be closed.
- **Security:** It is the responsibility of the event producer to provide adequate security for an event and to ensure that an adequate number of security personnel are present to manage the expected size of the event's crowd. Security must include proper crowd control. When prompted, select the type(s) of security needed and complete all required information (number of security personnel, security organization name, and contact phone/email). Fayetteville Police Department (FPD) will review and determine if there is adequate security; FPD may request additional security for your event.
- **Street Closings:** See "Parking Lot Closure" above.
- **Temporary Electrical Service:** Please choose if public utilities or generators will be used to provide electricity. Events needing more than 120 amps of electricity will be required to provide an alternate power source or generators for power. Otherwise, event producers may use the City's active electrical outlets for minimal requirements. The event producer is responsible to ensure proper usage of all electrical services, and is responsible for all electrician fees, including fees for servicing/repairing blown electrical services due to improper use of electrical supply. It is recommended that an on-call electrician be available for events that need more than 120 amps of electricity. Please provide their name, business, and emergency phone numbers; otherwise indicate that these fields are not applicable (n/a) to your event.
- **Temporary Restroom Facilities:** If groups of 500 or more are attending an event, then the City requires the producer to supply portable restrooms. Enter the number of temporary restrooms, company name, contact person, and phone number.
- **Tents/Vendors:** If tents and/or vendor booths will be at your event, please list the types of vendors that will be present. Prior to set up please read and share the Fayetteville Fire Marshal's Office [Safety Requirements for Temporary Structures/Tents/Vendor](#).

Site Map Requirement: Regardless of event location, a site map must be submitted showing the location of the event and all event features. Please review the site map requirements section of the application for all items that are required on the site map.

NOTE: Multiple site maps must be combined and submitted as one pdf document.

Trash, Recycling, and Cleanup Plans/Procedures: Any event producer holding an event on City property is responsible for trash removal during the event and after the event. Please describe your trash/recycling plan and your cleanup plan. Also, enter the required information: trash and recycling coordinator, cleanup coordinator, number of cleanup crew, number and size of dumpsters, and number of dumpster service times.

If aluminum containers or plastic drink bottles will be a part of the event, the City encourages recycling. Recycling efforts will reduce the event's trash production and number of trash bag changes. Please refer to the [Event Recycling Guidelines and Tips](#) provided by the [Recycling and Trash Collection Division](#) for all your events' refuse and recycling needs or contact them directly at [479-575-8397](tel:479-575-8397). Recycling is not mandatory.

Cleanup Deposit: A cleanup deposit of \$500 is required, payable to the City of Fayetteville. City staff will perform an inspection of the event location within 24 hours after the permit-specified ending time and date. Upon establishment of a satisfactory inspection of the event site(s), the cleanup deposit will be refunded within thirty (30) days. If the cleanup is not satisfactory – then all, or a portion of the deposit, may be forfeited to the City in order to pay for appropriate cleanup efforts. Cleanup tasks performed by the City are charged at \$50 per hour. If cleanup efforts performed by the City exceed \$500, the event producer will be billed for the additional costs.

Parking lots, streets, and vendor booth areas must be cleaned, swept, washed, and restored to their pre-event condition. Sub-contractors must load out at end of event unless pre-arranged with the City (e.g. ice merchandisers, staging, light and sound, soft drink dispensers, signage, decorations, tables, chairs, vehicles, delivery and supply trucks, generators, portable restrooms, etc.). Any items remaining after cleanup will result in a day rental charge for space occupancy.

Hold Harmless Clause: No application will be processed or permit issued for an event without the hold harmless clause being signed by the agent duly authorized by the event applicant.

CLAUSE: The City shall not be liable to user's employees, agents, invitees, licensee, visitors, or to any other person, for injury to person or damage to property on or about the leased premises caused by the negligence or misconduct of user, its agents, servants or employees, or any other person entering upon the leased premises under express or implied invitation by user, or caused by the building improvements located on the leased premises becoming out of repair, or caused by leakage of gas, oil, water, smoke, or steam or by electricity emanating from the leased premises. The event producer agrees to indemnify and hold harmless the City from any loss, attorney's fees, and expenses or claims arising out of any such damage or injury. The City reserves the right to revoke this application at any time.

Proof of liability insurance may be required for an event.

The applicant ensures compliance with the following:

- The observance of applicable laws and ordinances;
- Any stipulations or restrictions of the permit;
- Any stipulations or rules outlined in the Event Permit Application Instructions/Rules;
- The applicant assumes all liabilities that may arise by street closing and related activity.

ADDITIONAL RULES

Barricades and Fencing: The event producer is responsible for placement of all required barricades, cones, fencing, etc. The producer may borrow these items by checking them out and picking them up at the Transportation Division located at 1525 S. Happy Hollow Road. Please call the Transportation Division at 479-575-8228 to make arrangements.

Towing of Vehicles: If the event producer expects the possible need to tow any vehicles during an event, this information must be submitted with the permit application. All areas that may require towing of a vehicle must have proper signage (use the [City Street/Parking Lot Closure Signage template](#)) prominently displayed at each site that a vehicle(s) may be towed. If towing is necessary where the proper signage is not displayed, the producer must contact the Fayetteville Police Department at 479-587-3555 to see if they can legally tow or relocate the vehicle.

Pavement Markings: Pavement markings are strictly prohibited except with temporary spray chalk material that is approved by the City. Spray chalk can be purchased in the Parking Management Office located at 416 W. Spring Street.

Pavement Holes/Marring: Drilling into pavement (parking lots, streets, sidewalks, curbs, etc.) is strictly prohibited. All signage and anchoring must be accomplished with weights such as sandbags or concrete filled barrels. Any holes or damage made to public property will be charged to the event producer at a minimum cost of \$100 per hole and/or marring of pavement.

Banners and Flyers: Fayetteville's Advertising and Promotions Commission/Visitors Center processes applications for street banners. These include banners on decorative light posts and across-street banners (Block Avenue, Dickson Street/Church Avenue, and Dickson Street/University Avenue). Please call the Fayetteville Advertising and Promotions Commission/Visitors Center at 479-521-5776 to make arrangements.

Sales Tax and HMR Tax: All vendors conducting sales at the event must report and pay all applicable state and local sales taxes, including HMR taxes.

Important City Telephone Numbers:

Event Permit Applications (Parking Office)	479-575-8280
Parking Management Office	479-575-8280
Recycling & Trash Collection Division	479-575-8397
Transportation Division	479-575-8228
Fayetteville Fire Marshal	479-444-3448
Fayetteville Police Department	479-587-3555
Accounting Office (HMR tax)	479-575-8281
Parks and Recreation Department	479-444-3471

Other Important Telephone Numbers:

Alcoholic Beverage Control Division	501-682-1105
Arkansas State Fire Marshal (fireworks)	501-618-8624
Arkansas Dept. of Finance (sales tax)	501-682-7104
Arkansas Department of Health	501-661-2171
University of Arkansas Police Department	479-575-2222
Washington County Sheriff's Office	479-444-5700

Walton Arts Center	479-443-9216
Farmers' Market on the Square	479-236-2910
Fayetteville Town Center and Plaza	479-587-9944
Fayetteville Advertising & Promotion/Visitors Ctr.	479-521-5776

[Click to complete the Event Permit Application](#)

Revised 05/30/2024

PROCEDURE FOR OBTAINING A SPECIAL EVENT ALCOHOLIC BEVERAGE PERMIT

Dear Applicant:

Lafayette Consolidated Government's, Alcohol and Noise Control Division is pleased to have this opportunity to serve you. In order for us to issue your Special Event Alcoholic Beverage Permit quickly and efficiently, please follow the instructions below.

1. Submit completed and notarized application no later than 5 days prior to your event. Please be advised that it is strongly recommended that you apply for your local permit at least **15 days** prior to the start of your event. The Louisiana Office of Alcohol and Tobacco Control requires you to submit their application 10 days prior to your planned event. **You can obtain a copy of the State's Special Event Permit Application at www.atc.la.gov.**

PLEASE NOTE: If approved, your local Special Event Alcoholic Beverage Permit may take up to three business days to be issued.

2. A payment of **\$125** for a regular event or **\$50** for a non-profit organization (must provide verification of 501(c)(3) status). Payments shall be in the form of a money order, cashier's check or certified check, made payable to Lafayette Consolidated Government, must be submitted with your Special Event Alcoholic Beverage Permit Application. **PAYMENTS ARE NON-REFUNDABLE!!**
3. If you are not the property owner of the location where the event will take place, you will need to provide a **letter of permission from the PROPERTY OWNER**, stating you are allowed to sell, serve and/or allow for the consumption of alcoholic beverages on the premises. The written approval must also include the owner's name, contact number and signature, along with the property address and date(s) of the event.
4. **Please call (337) 291-8431 to inquire if a "Peddler's License" is also required.**
5. If your event is open to the public, law enforcement security may be required. If law enforcement security is required, it must be approved prior to your permit being issued.
6. Additional requirements may be necessary prior to the issuance of a Special Event Permit.
7. Submit required documents and payment to the Office of Alcohol and Noise Control, 220 W. Willow Street, **Bldg. B**, Lafayette, Louisiana 70501 (Clifton Chenier Center).
8. If your event will have sound levels above the legal limits of 60 dB(a) from 7:00 a.m. -10:00 p.m. or 50 dB(a) from 10:00 p.m. – 7:00 a.m. you will also need to apply for a Sound Variance. For more information regarding a Sound Variance, please call (337) 291-8675.

NOTE: The above procedure is to apply for your local permit only. After receiving the local permit, you must also apply for a "State of Louisiana Special Event Permit".

WITHIN 24 HOURS OF THE START OF YOUR EVENT, YOU MUST PROVIDE THIS OFFICE WITH A COPY OF YOUR STATE SPECIAL EVENT PERMIT. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF YOUR LOCAL PERMIT.

As the permit holder, you are responsible for all litter/trash clean up generated from your event on the property of the permit location and all surrounding properties. All litter/trash must be placed in an approved garbage receptacle normally used at your location. At the permit holder's expense, you can also rent a dumpster, hire a waste collection company or lot cleaners to assist with cleaning all litter/trash generated by your event. As the permit holder, if the litter/trash remains after the end of your event, you will be held responsible all fines and collection fees which may occur.

If you need further assistance with applying for or obtaining a Special Event Permit, please call (337) 291-7116.



Office of Alcohol and Noise Control
 220 W. Willow Street, Bldg. B
 P.O. Box 4017-C * Lafayette, LA 70502
 Telephone (337) 291-7116
 Fax (337) 291-7011

FOR OFFICIAL USE ONLY

SPECIAL EVENT PERMIT APPLICATION

HIGH and/or LOW ALCOHOL **PERMIT FEE:** \$125 **NON-PROFIT:** \$50 (501(c)(3) verification required)

1. Name of <u>Business, Individual or Organization</u> applying for Permit:				
2. Official Mailing Address (<i>Street, City, Zip</i>):				
3. Applicant's Information:				
Name:				
Phone Number:			Email Address:	
Applicant's Address (<i>if different than the Official Mailing Address</i>):				
Ethnicity:	Gender:	DOB:	SS#:	DL#

4. Name of Event:		
5. Address of Event (<i>Street/City/Zip</i>):		
6. Location of Event (<i>such as: Park Name or Building Name or Description of Property</i>):		
7. Date(s) of Event:	Start Time of Event:	End Time of Event:
8. Description of the Event:		
9. Is event open to the public? <input type="radio"/> YES <input type="radio"/> NO		
10. Number of expected participants:		
11. Will there be law enforcement security? (<i>May be required</i>) <input type="radio"/> YES <input type="radio"/> NO If YES , what law enforcement agency will be providing security? How many officers? Name and phone number of contact person.		
12. Will there be a general admission, registration or ticket fee to attend the event? <input type="radio"/> YES <input type="radio"/> NO		
13. Will there be a fee for alcoholic beverages? <input type="radio"/> YES <input type="radio"/> NO		
14. Do you own the premises where the event will be held? <input type="radio"/> YES <input type="radio"/> NO <i>If NO, you must provide a copy of a valid, signed and dated lease or written permission, from the property owner which must also state the applicant has permission to sell, serve and/or allow on premise consumption of alcoholic beverages during this event.</i>		

15. Have you or your spouse ever been convicted of a felony? <input type="radio"/> YES - <u>IF YES</u> , please explain: <input type="radio"/> NO
16. Have you or your spouse ever had an alcoholic beverage permit REVOKED or been convicted of violating any liquor or beer regulatory state rule or local ordinance? <input type="radio"/> YES - <u>IF YES</u> , please explain: <input type="radio"/> NO
17. Is this application being made by you to permit any person, other than yourself, to secure an alcoholic beverage permit? <input type="radio"/> YES <input type="radio"/> NO
18. Will your event require a Sound Variance Permit? Please see #8 on the instruction of this packet (page 1). If yes, please call (337) 291-8675 to inquire about a Sound Variance. <input type="radio"/> YES <input type="radio"/> NO

ATTENTION:

As the permit holder, you are responsible for all litter/trash clean up generated from your event on the property of the permit location and all surrounding properties. All litter/trash must be placed in an approved garbage receptacle normally used at your location. At the permit holder's expense, you can also rent a dumpster, hire a waste collection company or lot cleaners to assist with cleaning all litter/trash generated by your event. As the permit holder, if the litter/trash remains after the end of your event, you will be held responsible all fines and collection fees which may occur. **APPLICANT'S INITIALS:** _____

NOTICE: Once this office has accepted your application and fees, no refunds shall be issued. Payment of fees must be made at the time of application and in the form of a money order, cashier's check, or certified check (NO personal or business checks accepted). Make payments payable to: Lafayette Consolidated Government or LCG.

This affidavit must be signed by the owner, if individual ownership; partner, if partnership; or authorized official, if corporation or LLC. Misstatement or suppression of material facts in this application is grounds for denial of this permit. Conviction of filing false public records, a violation of Louisiana Revised Statute 14:133, may result in imprisonment for not more than five years with or without hard labor and fines of not more than \$5,000 (five thousand dollars), or both.

AFFIDAVIT

I swear that I have read each of the questions in this application and that the answers I have given are true and correct to the best of my knowledge and that I meet the qualifications and conditions of Louisiana R.S. 26:80 and 26:280. I understand that a criminal history will be conducted to determine my qualification.

Name of Business: _____

Signature of Applicant: _____ Title: _____

Printed Name of Applicant: _____

For NOTARY Use Only

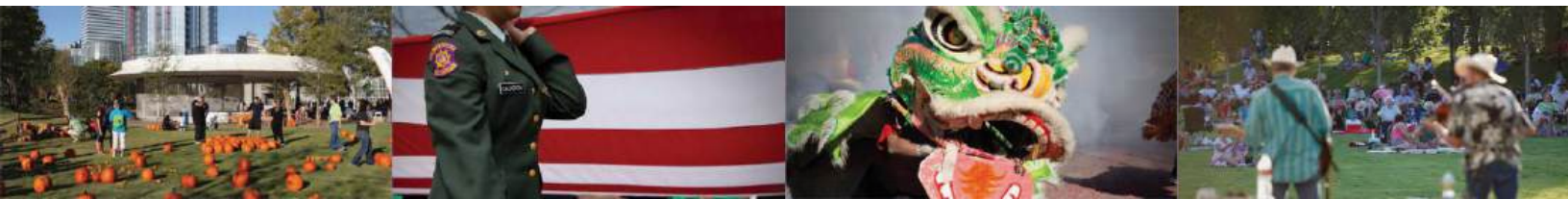
_____, personally appeared before me, and being first duly sworn declared that he/she signed this application in the capacity designated, if any, and further states that he/she has read and completed the above application and the statements therein contained are true.

Sworn to and subscribed before me this _____ day of _____ 20_____

In the parish/county of _____

Notary Public's Signature: _____

Printed name of Notary Public: _____



City of Oklahoma City

Special Events Guide



The City of
OKLAHOMA CITY

SPECIAL EVENTS

Thank you for holding your event in Oklahoma City. We look forward to working with you to ensure your event is safe and successful.

A permit is required to hold events such as festivals, parades, walks, athletic events or block parties on public rights-of-way (City streets, sidewalks, alleys or easements). Permits are also required to hold outdoor public events on private property and on other City-owned properties (parks, lakes, the Oklahoma River, the Bricktown Canal, etc.). Information and applications included in this packet pertain to the most common events.

We encourage you to consider hosting your outdoor event in one of our many parks and/or trails. Please contact the Parks Special Events Office at 405.297.2691 to learn more about what our parks have to offer. The parks along the Oklahoma River offer views of our skyline and can be a great fit for smaller events.

Because every event is unique, it's important that you consult with the City's Special Event Office as soon as your plan starts developing. Large and/or first year events need more time to plan than smaller, seasoned events.

The goal of the Special Events Office is to help make the coordination of your event in Oklahoma City as seamless as possible. Contact us early in your planning process so we can help you from the start:

Special Events Office - Public Information & Marketing
200 N. Walker Avenue
Oklahoma City, OK 73102
405.297.2890
email: specialevents@okc.gov

All of the documents referenced in this guide can be downloaded from
www.okc.gov/specialevents.

Events held at the Oklahoma State Capitol, Oklahoma State Fairgrounds, on OK State property and/or on U.S. Federal grounds require separate permits and permissions. Contacts for these facilities available through the Special Events Office.

OKC SPECIAL EVENTS GUIDE

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OKC SPECIAL EVENTS GUIDE

WHAT KIND OF EVENT PERMIT DO I NEED?

Consult with the Special Events Office, we can help. Here is a quick list for do-it-yourself types:

- **Revocable Permit** (approved by City Council, \$25 application, \$75 permit)
Major Events: Multiple or extended street, lane and/or sidewalk closures
(Walks, races, festivals, parades, processions, etc.)
- **Administrative Revocable Permit** (approved by City staff, \$25 application, \$75 permit)
Minor Events: Less than one City block, involving no more than 500 people, less than 24 hours, no impact to City Services
(Block parties, small festivals, closures supporting events in parks, etc.)
- **Outdoor Special Event Permit** (approved by City staff, \$25 permit)
Private property events with no street and/or sidewalk closures
(Some parking usage may qualify under this permit)

THE PROCESS AT A GLANCE

Listed below is the typical process for getting a Revocable Permit. Some events applying for administratively approved permits will be excluded from steps 3 & 4:

1. Consult with Special Events Office and other City staff
2. Submit [application](#) and preliminary plans to Special Events Office ([see deadlines](#), page 5)
3. Submit preliminary plans at a [City Services](#) meeting (2-4 months prior to event)
4. Submit final plans to City Council (approximately 30 days prior to event)
5. Event day(s)
6. Debriefing communication with Special Events Office and other City staff

CITY SERVICES MEETINGS

Coordinators organizing all major events are required to present their plans at a City Services meeting 2-4 months prior to their event. Meetings are held at 2 p.m. every other Wednesday in the City Clerk's conference room on the second floor of 200 N. Walker. Representatives from multiple City departments and affected agencies review and discuss your event plans. The agenda is preset so consult with the Special Events Office before planning to attend. Please email (specialevents@okc.gov) your packet the Friday before the meeting and bring 20 copies to City Services for review.

Events are not approved or denied at City Services. You will receive feedback about the logistics of your event. Do your best to present a complete packet at the City Services meeting, but with the understanding that plans are not always finalized there. Additional permits or challenges may be identified during or after the meeting.

Download forms @ okc.gov/specialevents

OKC SPECIAL EVENTS GUIDE

GENERAL RULES FOR APPLICATION

- A revocable permit can be approved for a recurring event on multiple dates in the same calendar **year** if no changes are made to the site plan or participants.
- A special event permit can be approved for a recurring event on multiple dates in the same **year** if no changes are made to the site plan or participants.
- A revocable right-of-way use permit is required to block pedestrian or vehicular traffic.
- Runs and walks under 350 runners should not include major streets as a part of their route. We encourage the use of City park or lake properties for these events.
- Noise Permit suggested for sound amplification, **405.297.3884**.
- Traffic control devices must be placed according to the ([Manual on Uniform Traffic Control Devices \(MUTCD\)](#)) and any additional [City requirements](#) (page 6).
- Notification is required for **all** events. See [notification requirements](#) (page 7).
- When required, the OKC Police Department must be contacted to arrange for escorts and other event-related traffic control. See the [police support section](#) (page 8).
- Applicants must [remove all trash immediately](#) following their event (page 9).
- When required, [metered parking](#) must be reserved through Public Transportation & Parking, **405.297.1331** (page 10).
- If you plan to sell or offer retail items, prepared food and/or alcohol see the [Vendor Sales, Food, Beer & Alcohol section](#) (pages 11-13).
- Entrance fees **cannot** be charged for admission to events on City rights-of-way (City streets, sidewalks, alleys or easements).
- No event signs or placards may be permanently posted (in the ground or on poles).
- **Rights-of-way must not be altered.** Streets, sidewalks, trees, plants and buildings must be protected from damage during your event.
- **Streets must not be painted.** Handheld chalk and/or tape are the only allowed means of marking start lines, finish lines and route markers.
- Events must be accessible to persons with disabilities.
- A permit does not give permission to trespass on private property. You will need to show proof that you have permission to use private property.
- Events are processed on a first-come, first-served basis. If a scheduling conflict occurs, preference will be given to previously-permitted annual events operating on the usual event date(s) and/or time(s). (*Example: Second Saturday in January, 3 p.m.*)
- The City of Oklahoma City must not be included as a sponsor of your event.
- Your permit may be revoked if any of the following issues are identified by City staff: fraud, misrepresentation, imminent threat to public health, safety and/or welfare. As a result of revocation, future permit requests may be denied.
- A [Cosmetic Cleaning Permit](#) from Storm Water Quality is required for any outdoor washing activity.

OKC SPECIAL EVENTS GUIDE

YOUR SPECIAL EVENT APPLICATION

The first document to complete and return is the [Special Event Permit Application](#) (page 19). The application typically requires supporting documentation such as an [event site plan](#), [traffic control plan](#), [waste plan](#), [electricity plan](#), [insurance](#), etc. The earlier you submit your application the better. Applicants can submit preliminary information up to one year prior to the event. Deadlines for completing your application are as follows:

Type of Event	Application Deadline
-Major Events (Revocable Permit)	75 days prior
-Minor Events (Administrative Revocable Permit)	30 days prior
-Public event on private property (Outdoor Special Event Permit)	30 days prior

EVENT SITE PLANS

You are required to submit an [event site plan](#), [traffic control plan](#), [electricity plan](#) and [waste plan](#) for Major and Minor Events. Other Events (outdoor public events on private property) may also be required to provide these plans. Your plans should include but are not limited to the following:

maps of staging areas for parades/athletic events	trash cans	traffic control signage
route maps for parades/athletic events	restrooms	amusement rides
street closures	generator locations	building or tent entrances and exits
barricade placement	retail vendors	fireworks fall-out zones and launching areas
parking	food vendors	stages
directional traffic arrows	beverage vendors	emergency plans
volunteer stations/staging	first aid stations	
	fire lanes	the more info the better...

Google Maps is an excellent starting point to successfully create maps for your event plans. Contact the Special Events Office if you have difficulty with this part of the process.

OKC SPECIAL EVENTS GUIDE

STREET CLOSURES

Most street closure requests must be approved by City Council and will be charged a revocable permit fee (\$75). Some street closures are more complex than others, particularly on heavily traveled roads. This may require that you notify the Special Events Office earlier than the application deadline. Please contact us early in your planning process.

An accurate [traffic control plan](#) should be developed to show that all traffic control devices will be placed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). It is critical to the safety of your participants and volunteers that you choose a contractor that understands these guidelines and places your barricades correctly. [These companies are currently pre-qualified](#) to operate in Oklahoma City.

Here are some additional requirements to include in your traffic control plan:

- Same day barricade pickup is **required** in districts with high pedestrian traffic. (*Downtown, Midtown, Auto Alley, Bricktown, Film Row, Plaza District, Paseo, etc.*)
- [Type III barricades](#) are required for all road and lane closures.
- 36" cones, or other approved devices, are required when separating traffic from participants on a route.
- You are required to keep an open lane for emergency vehicles.
- Sidewalks must remain open as much as possible for public access to your site.
- After your event, traffic control devices must not block any rights-of-way.

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INSURANCE REQUIREMENTS

A [Certificate of Liability Insurance](#) with a receipt of premium paid is required for all major events operating in the City rights-of-way. Proof of insurance must be provided before an event will be considered for approval. Some Minor Events will be exempt from insurance requirements (non-commercial closures).

Below are the standard insurance requirements. Additional insured parties may be added depending on the location(s) of your event ([Trusts, Parks & Utilities insurance info](#)):

- | | |
|--|---|
| - Certificate of insurance with required minimums: <ul style="list-style-type: none">\$1 million Coverage\$175,000 Personal Injury\$25,000 Property Damage | - The form must state that The City of Oklahoma City is an additional insured party with the following address:
The City of Oklahoma City
200 N. Walker
Oklahoma City, OK 73102 |
|--|---|

OKC SPECIAL EVENTS GUIDE

NOTIFICATION AND CONSENT REQUIREMENTS

All events are **required** to provide notification to affected properties. When notifying, your street closures must be illustrated and described. The description should clearly define the dates and times of your closures, with setup and teardown times included.

In areas of your event site considered to be temporarily closed (athletic event routes, parade routes, procession routes, etc.), you are required to **notify** abutting property owners/lessees. The full impact of your event should be defined to the contacts at these properties. This should occur **no less than thirty (30) days prior** to your event date. Various methods can be used (postcards, email, flyers, etc.).

Additionally, a [written notice affidavit](#) must be signed, notarized and returned before your event will be considered for approval. We strongly recommend that you notify as many businesses and residents around your event site as you can. Please make the Special Events Office aware of any large-scale marketing done for your event, such as broadcast commercials, print ads or billboards.

Areas Requiring Consent

You are required to circulate a [street closure petition](#) to, or request consent from, properties abutting fully closed areas of your event site (athletic event staging areas, parade staging areas, festival areas, block parties, etc.). Consent is critical in these areas because property access will be restricted for extended periods of time.

If a contact (owner/lessee) for a property cannot be found, a consent letter must be sent to the property. Consent can be returned by email, fax or letter. If a contact (owner/lessee) fails to respond within 10 days from receipt of notice, it will be considered consent.

Proof of consent is required. When returning your street closure petition, please include copies of any returned consent letters. A [consent affidavit](#) may also be required to be signed, notarized and returned with the street closure petition before your event will be considered for approval. Please scan and email these documents to the Special Events Office.

IMPORTANT: *You may need to negotiate terms with a property owner to gain their consent. If negotiations fail, the street abutting that property needs to be left open and the owner/lessee will need to be given reasonable access to their site.*

OKC SPECIAL EVENTS GUIDE

POLICE SUPPORT

The Oklahoma City Police Department (OCPD) should be hired for safety and security at public events. If you plan to use another public safety agency for your event, the names and direct contact numbers for hired officers needs to be provided as a part of your [traffic control plan](#).

The Police Special Events team can provide recommendations or assist you with:

- Needs for uniformed officer(s) or other Police personnel
- Locations, route(s) adjustments, traffic planning and implementation, volunteers, staging areas, event parking, traffic flow, etc.
- Overnight security and any other safety and security issues

If your event includes a barricaded or traffic-controlled route, you are required to provide a contact person (course director) to OCPD. This person should be the main point of contact for route safety, barricade and volunteer-related issues. The course director will need to be available from setup through teardown of the event to ensure the course is setup and cleared properly and safely.

CONTACT: Police Special Events – 405.297.1144

FIRE SUPPORT

The Oklahoma City Fire Department can assess safety issues regarding fire, buildings, tents and the physical safety of all those involved in your event. You are required to [contact the Fire Marshals Office](#) if any of these conditions exist ([additional permits may be required](#)):

- Tents or canopies larger than 225 square feet (15x15)
- Propane is used for cooking ([additional permits may be required](#))
- Electrical wiring is done
- Changes are made to building exits or when the character or use of a facility is altered
- Liquid or gas-fueled vehicle or equipment, for display or competition, inside a tent or building
- Candles, open flame devices, flammable or combustible liquids or gases
- Pyrotechnics/special effects
- Cryogenics
- Anytime a material, occupancy load or operation is introduced into a tent or building that could possibly pose a hazard
- Special amusements are provided, such as haunted houses

CONTACT: [Fire Marshal Special Events](#) – 405.297.3584

OKC SPECIAL EVENTS GUIDE

ELECTRICITY PLAN

The use of generators, electrical wiring and extension cords during your event may require an inspection and permit issued by the Development Services Department. The inspection is needed to ensure circuits do not become overloaded and that safety guidelines are followed. Typically this could include equipment used for cooking, heating, amplification, lighting, etc. Please include the location of generators and cords on your [electricity plan](#).

You are required to provide your plan with your application packet. You are required to schedule an inspection with Development Services no later than 5 business days prior to your event. Again, an additional permit may be required. Call **Development Services, 405.297.2948**.

STAGES

Outdoor temporary structures such as stages and platforms must be inspected before they can be used, with a few exceptions. Stages that measure 30 inches or less from the ground and have no overhead structure to them do not require a permit. If your stage or platform is taller than 30-inches and/or includes an overhead structure, call **Development Services, 405.297.2948**.

WASTE PLANS

A [waste plan](#) is required for all events. The plan can be a map or a detailed description but must include information about where and when waste services will be available. Most major events will be required to contract for trash removal and portable restroom services. Copies of your contracts need to be included with your waste plan prior to consideration for approval.

To provide a sufficient ratio of **restrooms and waste receptacles**, a participation number for your event needs to be discussed with the Special Events Office. This figure will be based on the history of your event and/or on similar events and will be included in your plan.

The number of **restrooms** required will be determined using the rule that one portable toilet or restroom facility should be provided for every 500 participants. At least ten percent of the facilities provided must be ADA accessible and should be concentrated where participants and spectators will stage. The waste must be disposed of by a hauler licensed by both the Oklahoma City-County Health Department and the City of Oklahoma City.

No direct or indirect discharges are allowed into storm sewer system, community waters or waters of the state. Examples of prohibited discharges include dishwater, sanitary sewer waste, power wash discharges, leaking water lines, garbage, solid waste and chemical waste, like oil or grease. All discharges must be in compliance with Chapter 47 of the municipal code. Cooking oil and grease must be properly disposed of by a cooking oil and grease disposal company.

Continued on next page...

OKC SPECIAL EVENTS GUIDE

The number of **waste receptacles** depends on the type of event being held. Your [waste plan](#) should concentrate services in areas where participants and spectators will stage. For athletic events, water stations will need a higher concentration of services. You are responsible for the removal of all trash immediately following each event. Failure to clean up after your event may require the City to contract for clean-up services. You will be responsible for payment if this occurs and it may cause future event applications to be rejected. Recycling is not required, but is encouraged.

RESERVING METERED PARKING SPACES

To help prevent parking within your event area, metered parking spaces can be reserved. You may also be required to pay for metered spaces that are within the fully closed areas of your event. Please contact the Public Transportation and Parking Office, 405.297.1331.

NOISE PERMITS

If you plan to have amplified sound during your event we recommend you [apply for a noise permit](#). The permit application must be received by the City **no less than 10 business days prior to your event**. Applications will not be accepted after this deadline. A noise permit allows you to amplify sound, as long as it is within the restrictions set in the permit, for up to 3 consecutive days. If an urgent need exists, the permit may be renewed for 3 more consecutive days. Athletic events and associated activities are exempt from needing a noise permit.

Each permit will specify sound and time limits based on several factors including the event's proximity to neighborhoods or businesses. It's important to know that if you violate any of the terms of the permit you can be cited for a noise violation. Without the permit, you risk Police action being taken on your event. This can include reduction or elimination of the noise and/or a citation.

A permit can be issued no more than three times per year **in areas determined to be residential districts** (defined by City ordinance). You are required to keep a legible copy of your permit at the permitted location in case you are asked for it by Police or City staff.

[Noise permits](#) cannot be issued for any time after 11 p.m. in residential areas and after midnight in non-residential areas. The permits cannot be issued in noise sensitive zones, areas within 500 feet of any school, church, hospital, mass care home, hotel or courthouse.

In addition to getting a permit, we recommend you visit with your neighbors or the surrounding businesses about the level and type of sound prior to your event so they will know what to expect. Again, the permit application must be received by the City **no less than 10 business days before your event**. Applications will not be accepted after this deadline.

OKC SPECIAL EVENTS GUIDE

VENDOR SALES

Vendors include everything from the sale of food and beverages to retail products. Events that include vendor sales require a fee in addition to all other applicable fees. These fees must be paid along with your event permit fees and are as follows:

- | | | | |
|---|-------|---------|-----------|
| - | 1 | vendor | No charge |
| - | 2-10 | vendors | \$150 |
| - | 11-25 | vendors | \$200 |
| - | 26-50 | vendors | \$250 |
| - | 50+ | vendors | \$300 |

A preliminary list of vendors and site layout must be submitted prior to consideration for approval. A finalized list of vendors and site layout must be provided to the Special Events Office **no less than 10 business days prior to your event**. New vendors cannot be added after this time. This is necessary to ensure vendors are properly permitted and operating safely.

In addition to any applicable permits or fees, you will be responsible for ensuring that your event vendors are properly remitting sales tax to the State of Oklahoma. See the [Oklahoma Tax Commission's](#) special event requirements.

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OKLAHOMA TAX COMMISSION

When including vendors at your event you are required to notify the Oklahoma Tax Commission, as well as report all sales including money made from admission if applicable.

- Contact the Oklahoma Tax Commission at 405.522.4324 to obtain a [Special Event Promoter/Organizer Business Application](#) (\$50).
- Oklahoma Tax Commission, 2501 N. Lincoln Blvd, OKC, OK 73194 Connors Building, Capitol Complex (NW Corner Building of Complex)
- The application and fee are due **no less than 30 days prior to your event**.
- You will receive sales tax report forms with your permit number and you will need to distribute these to vendors at your event.
- After the event, collect all of the forms and return them to the Oklahoma Tax Commission.
- If selling alcohol, contact Oklahoma Tax Commission for alcohol tax license as well.

OKC SPECIAL EVENTS GUIDE

FOOD AND ALCOHOL

Food Licensing

LICENSE	DEADLINE/REQUIREMENTS	FEE
<u>FOOD</u>		
OK State Temporary Food License (Issued by OCCHD)	vendor list - 10 business days prior to event	\$100 per event
City Special Event Food License (Issued by OCCHD)	vendor list - 10 business days prior to event	\$30 per event
(Mobile food vendors must already have annual mobile food licenses)		

Oklahoma City County Health Department (OCCHD) Information:

- For more information regarding Special Events and Temporary Food Establishments, or to schedule inspections, please contact the Oklahoma City County Health Department: [website](#)
Elaine Winterink – elaine_winterink@occhd.org, 405.425.4327

Food

Food vendors include food trucks-trailers, stands, tents, canned and/or packaged foods, etc. Special Event Food Licenses allow these vendors to sell prepared foods at an event for up to 14 days. For your vendors to be issued Special Event Food Licenses, the following is needed:

- A [list of all food vendors](#) and a site plan showing the layout of the event and food vendor locations, submitted with your application
- A [final list of vendors](#) provided no later than 10 business days prior to your event
- Pre-payment of the State and City licenses with Oklahoma City County Health Department (OCCHD, contacts on page 13)
- Early setup by each food vendor to allow time for an on-site, day-of-event inspection
- Both State and City licenses kept **on-site and available for review**
- Discharging, pouring, spilling, leaking, emitting, pumping or dumping anything to the storm sewer system is not allowed and could lead to a citation.
- If washing anything outdoors a Cosmetic Cleaning permit with Storm Water Quality is required.

REMINDER: Use of open flame for cooking requires that you contact the [Fire Marshal](#), this includes propane systems on food trucks-trailers. Additional permits may be required.

OKC SPECIAL EVENTS GUIDE

Alcohol (Liquor, wine and beer)

To sell or offer alcohol at your event, vendors must obtain an Event Alcohol License from the Alcoholic Beverage Laws Enforcement Commission (ABLE). To get an Event Alcohol License you will need the following:

- **60 days prior to your event**, you must apply for your Event Alcohol License with ABLE.
- Applicants must then follow the same steps for the City of Oklahoma City. Licensing office is on the 8th Floor of 420 W. Main St. - 297-2606.
- You must have your Event Alcohol Licenses posted where alcohol will be sold to your event participants.

CONTACT: Alcoholic Beverage Laws Enforcement Commission (ABLE)

ABLE, 3812 N. Santa Fe Suite 200, OKC, OK 73118
405.521-3484 or Toll Free 1-866-894-3517
www.ok.gov/able/Business_Application_Forms

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PARADES

Parades can create an opportunity for large groups of spectators and parade participants to heavily impact public streets and sidewalks. Because of the increased impact, some additional rules must be followed to ensure that your parade operates safely and efficiently:

- This parade rules list must be distributed to parade registrants prior to and on the day of the parade.
- A Parade Director must be selected and emergency contact information provided to the OCPD and City staff. The Parade Director will be the main point of contact for OCPD and City staff regarding the organization of the parade.
- Parade Marshals (volunteers) are required and will be responsible for monitoring: Staging areas, securing routes, barricade placement, disbanding areas, cleanup, distance between parade entries, spectator safety and pedestrian access.
- Each parade entry must provide at least one volunteer Parade Marshal.
- Parade Marshals must dress similarly and must be easily identifiable.
- Parades must be limited to 100 registrations or less, no event day registrations can be allowed.
- All decorated floats must have a fire extinguisher on board.
- Parades must be limited to 2 hours or less.
- Candy cannot be thrown during parades. It must be handed out by participants walking the course.

Continued on next page...

OKC SPECIAL EVENTS GUIDE

PARADES continued...

- Float participants cannot mount or dismount from floats during the parade.
- Nothing other than candy can be distributed by participants at the parade.
- A dedicated cleanup crew or Manure catchers (Bun-Bags) are required for all parade entries involving animal waste on public rights-of-way. This means that a crew must follow each of these parade entries, collecting waste as the parade occurs. Confirmation of this information must be included in your waste plan.
- All motorized vehicle drivers in the parade must have a valid driver's license.
- Motorized vehicles are not allowed to perform tire burnouts during the parade.
- Motorized vehicles are not allowed to fishtail, drift or spinout during the parade.
- Motorized vehicles with hydraulics must not allow their tires to leave the ground during the parade.
- No alcohol or glassware is allowed in the parade.
- It is suggested that your final parade entry include a team of volunteers that pick up waste along the parade route, along with your waste contractor.

VOLUNTEERS

The number and quality of volunteers you recruit can make or break your event. Participant safety often hinges on volunteers who know what they are doing. It's critical that you have more than enough trained volunteers or staff recruited to manage your event. If you are organizing events where traffic is controlled on a route (parades, processions, runs, walks, cycling events, etc.) your volunteers must wear safety vests or some form of similar and/or easily identifiable clothing.

Volunteers should be stationed properly to help drivers, spectators and participants get to their destinations. Locations of volunteers, as well as Police support, should be shown on your traffic control plan.

EVENTS ON PARKS PROPERTY/ BLEACHER RENTAL

Events held on Parks & Recreation Department property, including City parks, lakes and the Oklahoma River trails require coordination with the City's Parks Special Events Office. Check availability and make reservations by calling 405.297.2756. Additional permits and fees may be required.

Athletic events expecting **registrations of less than 350 participants** are encouraged to operate on Parks property.

Additionally, the Parks and Recreation Department [rents portable bleachers](#) on a first come, first served basis. Each of the Parks Department's four bleacher sets can hold up to 180 people. Overnight security must be provided. Fees vary. Call Parks at 405.297.3882 to make a reservation.

OKC SPECIAL EVENTS GUIDE

EVENTS ON TRUST PROPERTY

If your event is held in a park near a City lake or near the Oklahoma River, you will likely affect property that is owned by a City Trust. Commonly this would include the Oklahoma City Utilities Trust (OCWUT) and the Oklahoma City River Redevelopment Authority (OCRRA). Other Trusts commonly affected by public events are the Oklahoma City Public Property Authority (OCPPA) and the Oklahoma City Zoo Trust.

If affected, these Trusts will need to be included in the permitting process for your event and The Special Events Office or the Parks Special Events Office can help you make contact with them. Additional fees, land-use requirements and approvals may be required for the use of Trust property.

EVENTS ON PRIVATE PROPERTY

If you plan to hold an **outdoor** public event on private property, you are required to apply for a [Special Event Permit](#) (\$25). This will serve as your notification to the City that there may be additional traffic congestion or a larger than normal public gathering at a property. Review of your event application may reveal the need for additional permits, inspections and/or the need for public safety support.

This is not intended to add additional work or cost to your event. The purpose is to ensure that public events are safe and well-planned.

The Special Event Permit could assist you in overcoming outdoor sales zoning restrictions at your event site. This frequently occurs with improperly zoned private lots abutting a larger event site. The Special Event Permit, subject to City review and approval, will temporarily allow outdoor sales for the duration of your event. Additional fees apply and are outlined in the [vendor sales](#) portion of this guide.

The Special Event Permit is not intended to replace the Outdoor Sellers Permit for individual solicitors, individual pop-up shops or regular outdoor business operations. It is intended for temporary, outdoor public events.

EVENTS ON STATE PROPERTY

State of Oklahoma - Capitol Grounds Reservations

Division of Capitol Assets Management

Contact information: dcs.ok.gov reservation website, 405.521.2121

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EMERGENCY PLANS

Every event differs based on the activities involved. The list below identifies common risks that occur at events. Once you have identified risks we suggest that you establish an emergency plan. The Police and Fire Departments can make suggestions and help you gain a better understanding of the issues associated with these risks:

inclement weather	structure collapse	crowd control
medical emergencies	lost child	accident
fire	loss of utilities	communications malfunction
lost and found		

In cases where severe weather or other concerns pose a threat to your event, OCPD and/or the Special Events Office will be in touch with the Oklahoma City Emergency Manager. A threat to public safety is cause for revocation of a permit, so please keep in mind that your event can be canceled upon guidance from OCPD, the Emergency Manager and other public safety officials. In the case that a permit is revoked due to an existing threat, your cooperation with City staff will be needed and appreciated to ensure that all of your event participants stay safe.

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EMSA

EMSA paramedics staff special events throughout the metro area. EMSA provides medical coverage should a participant need immediate medical assistance or transportation to a hospital.

You are asked to consider several things before requesting EMSA assistance at your special event:

- The need for a fully staffed EMSA ambulance, Paramedic and/or EMT presence.
- The type of special equipment that might be needed to specifically address the event participant's emergencies.
- Event site challenges that might require specialized EMSA staging.
- Probability of responding in tight spaces, i.e. large crowds or wooded areas requiring bike or ATV response.
- Crowd size that might require more than one EMSA ambulance.

EMSA does not provide over the counter aid such as pain relievers or decongestants to your event participants but is ready to respond to injuries and medical emergencies.

CONTACT: EMSA Special Events Contact – 405.297.7110

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FILMING

A special events permit is required for filming from the right-of-way (streets, sidewalks, alleys and easements) in the City of Oklahoma City.

- Please complete the special events application and add any important information regarding your request.
- A permit is not required if filming indoors or on private property.
- Consult with the special events office regarding the request if needed.
- If filming on sidewalks the applicant must allow pedestrians to cross when needed.
- If intermittent traffic control is needed OCPD off-duty officers must be hired. To contact the Police Special Events Unit, call 405.297.1144. Please remember only Police can direct traffic.
- If the request requires a street closure, the applicant must receive 100% approval from the property owners on the street that would be closed. A [street closure petition](#) with the signatures and addresses of the property owners is required. Street closure permits typically take more time to process than an activity permit. Please keep that in mind when applying for a street closure.
- Invoices must be paid prior to receiving the approved permit.
- For more information regarding filming in the State of Oklahoma and possible incentives, please contact the Oklahoma Film + Music Office at 405.522.9635 or visit www.okfilmmusic.org.
- Filming with a drone may require a permit in some cases. Please contact the Special Events Office to check if a permit is needed.

OKC SPECIAL EVENTS GUIDE

SPECIAL EVENT FEES

Application / Special Event Permit (non-refundable)	\$25
Revocable Permit (right-of-way use, non-refundable)	\$75
Vendor Permit (refundable up to 10 days prior to event)	
1 Vendor	\$0
2-10 Vendors	\$150
11-25 Vendors	\$200
26-50 Vendors	\$250
50+ Vendors	\$300
Noise Permit	\$TBD
Electrical Permit	\$TBD
Generator Permit	\$TBD

FIRE DEPARTMENT PERMITS

Propane Gas Permit (required for food trucks, trailers, tents, etc.)	
Single Event	\$25
Annual Permit	\$100
Tent Permit (30 days-Larger than 15' by 15')	\$50
Pyrotechnics: 1st Day of display	\$85
\$10 Each Additional day in a 7-day period	
Haunted House	\$85
Open Flame	\$25
Hot Work Display	\$30
Display of Fueled Vehicle in Public Assembly	\$85
Certificate of Fitness Test (Pyrotechnic Shooter)	\$85

FOOD / BEVERAGE LICENSES

City

Special Event Food/Beverage License	\$30 (all issued by OCCHD)
Alcohol License	\$ (varies per ABLE requirements, must be purchased prior to event day - must have ABLE license before obtaining City license)

Outside Agencies

State Special Event Food / Beverage	\$100 for first 3 days, \$40 per additional day
ABLE Special Event License	\$ (varies per ABLE requirements)
OK Tax Commission Special Event Licenses	\$ (varies per OTC requirements)

OKC SPECIAL EVENTS GUIDE

DEADLINE CHECKLIST

Event & Date(s): _____

Event Coordinator: _____

Phone/Email: _____

Tasks to be completed (All items due to City unless noted)	Deadline	Initial/Date
Special event permit application with preliminary plans	Minimum 75 days prior	
Major Events	Minimum 30 days prior	
Minor events	Minimum 30 days prior	
Private property events	Minimum 30 days prior	
FINAL site, traffic control, waste and electrical plans	Prior to approval	
Certificate of insurance listing City as additional insured (private property events or non-commercial block parties exempt)	Prior to approval	
Copies of barricade and waste contracts	Prior to approval	
Signed affidavits verifying notification/consent	Prior to approval	
Notification to abutting residents/businesses	30 days prior to event	
Special Event application fee (\$25) / Street closure fee (\$75)	w/ approved permit	
Vendor sales fee (see fee schedule above or in guide)	w/ approved permit	
Vendor sales: FINAL list and site layout	10 business days prior	
Fire permit(s)	30 days prior to event	
OTC event promoter/organizer business application (\$50)	30 days prior to event	
Noise permit (\$no fee)	10 business days prior	
Call Okie - Dial 811 before digging or staking ground	Prior to approval	
OKC alcohol application and fee (\$Varies)	10 business days prior	
OKC special event food/beverage license (\$30)	10 business days prior	
OK State special event food / beverage license (\$100)	10 business days prior	
OCCHD inspections for permits	10 business days prior	
ABLE alcohol licenses (\$Varies)	60 days prior to event	

OKC SPECIAL EVENTS GUIDE

SPECIAL EVENTS CONTACT LIST

Special Events Office	
405.297.2890	200 N Walker
email: specialevents@okc.gov	Oklahoma City, OK 73102
Downtown Oklahoma City Partnership	
405.235.3500	211 N. Robinson, Ste 225
	Oklahoma City, OK 73102
Development Services Inspections	
405.297.2351 or 405.297.2606	420 West Main, 8 th Floor
	Oklahoma City, OK 73120
EMSA	
405.297.7110	1111 Classen Drive
	Oklahoma City, OK 73103
Fire Marshal's Office	
405.297.3584	820 NW 5 th Street
	Oklahoma City, OK 73106
Oklahoma ABLE Commission	
405.521.3484	3812 N Santa Fe, Suite 200
	Oklahoma City, OK 73118
Oklahoma County Court Clerk	
405.713.1705	320 Robert S Kerr Ave, Suite 409
	Oklahoma City, OK 73102
Oklahoma City County Health Dept	
405.425.4454	2401 NW 23 rd St. Suite 2G
	Oklahoma City, OK 73107
Oklahoma Tax Commission	
405.521.3160	2501 N Lincoln Blvd – Connors Bld.
	Oklahoma City, OK 73194
Parks and Recreation Department	
405.297.2691	420 W. Main, 2 nd Floor
	Oklahoma City, OK 73102
Police Department – Special Events	
405.297.1144	219 East Main
	Oklahoma City, OK 73104
Public Transportation & Parking Office	
405.297.1331	300 SW 7th St
	Oklahoma City, OK 73109
Traffic Management Division	
405.297.2531	420 West Main, 6 th Floor
	Oklahoma City, OK 73102
Storm Water Quality	
405.297.1774	420 West Main, 3 rd Floor
	Oklahoma City, OK 73102
Call Okie	
Dial 811	www.callokie.com



Current Date _____

Applications are processed in the order received - preference given to long standing events.

Event Name _____

Expected Attendance _____

Event Coordinator _____

Email Address _____

Mailing Address _____

Phone _____ Fax _____

Event Address (Location) _____

Event Start Day/Date _____ Event Start Time _____

Event End Day/Date _____ Event End Time _____

Set-up Day/Date _____ Start Time _____ End Time _____

Tear-down Day/Date _____ Start Time _____ End Time _____

Street Closure Times (if applicable)

Closure Day/Date _____ Time _____

Reopening Day/Date _____ Time _____

Event description (activities, exact location, etc.). Please also submit an event site map.

Is this an annual event? _____ If yes, how many years? _____

How many vendors will sell items at your event (retail, food, beverages, etc.)?

___None ___1 ___2-10 ___11-25 ___26-50 ___50+

Please note: the deadline for the food [vendor list](#) is a strict **10 business days** prior to the event.



Event includes (mark all that apply):

Block party	Street closure	Assembly event (First Amendment)
Beverage sales	Procession/Horse Procession	Residential area
Alcohol sales	Parade	Non-residential area
Food sales	Amplified sound	Parklet
Merchandise sales	Live entertainment	Athletic event
Street activities	Electrical wiring/generator(s)	Filming

Number of tents _____ **Size of tent(s)** _____

Number of Parade Entries _____ **Number of Horses/Animals participating** _____

Emergency primary contacts during event:

Name _____	Name _____
Mobile _____	Mobile _____
Email _____	Email _____

Event Coordinator Signature _____

(By signing this permit, the event coordinator and their organizing partners agree to abide by the applicable general rules of application listed and the applicable laws referenced under [City of Oklahoma City Municipal Code Chapters 50 and 60](#))

RETURN COMPLETED FORM

Via U.S. Postal Special Events - Public Information & Marketing 200 N. Walker, OKC, OK 73102

Via E-Mail specialevents@okc.gov (preferred method)

Via Fax (405) 297-3124

Questions? Call Special Events Permit Office (405)297-2890

SPECIAL EVENTS OFFICE USE

Staff comments:

Special Events Office Approval _____



GENERAL RULES FOR APPLICATION

- A revocable permit can be approved for a recurring event on multiple dates in the same calendar **year** if no changes are made to the site plan or participants.
- A special event permit can be approved for a recurring event on multiple dates in the same **year** if no changes are made to the site plan or participants.
- A revocable right-of-way use permit is required to block pedestrian or vehicular traffic.
- Runs and walks under 350 runners should not include major streets as a part of their route. We encourage the use of City park or lake properties for these events.
- Noise Permit suggested for sound amplification. Call **(405) 297-3884** for more information.
- Traffic control devices must be placed according to the (Manual on Uniform Traffic Control Devices (MUTCD)) and any additional City requirements (page 6).
- Notification is required for **all** events. See notification requirements (page 7).
- When required, the OKC Police Department must be contacted to arrange for escorts and other event-related traffic control. See the police support section (page 8).
- Applicants must remove all trash immediately following their event (page 9).
- When required, metered parking must be reserved through Public Transportation & Parking, **(405) 297-1331** (page 10).
- If you plan to sell or offer retail items, prepared food and/or alcohol see the Vendor Sales, Food & Alcohol section (pages 11-13).
- Entrance fees **cannot** be charged for admission to events on City rights-of-way (City streets, sidewalks, alleys or easements).
- No event signs or placards may be permanently posted (in the ground or on poles).
- **Rights-of-way must not be altered.** Streets, sidewalks, trees, plants and buildings must be protected from damage during your event.
- **Streets must not be painted.** Handheld chalk and/or tape are the only allowed means of marking start lines, finish lines and route markers.
- Events must be accessible to persons with disabilities.
- A permit does not give permission to trespass on private property. You will need to show proof that you have permission to use private property.
- Events are processed on a first-come, first-served basis. If a scheduling conflict occurs, preference will be given to previously-permitted annual events operating on the usual event date(s) and/or time(s). (*Example: Second Saturday in January, 3 p.m.*)
- The City of Oklahoma City must not be included as a sponsor of your event.
- Your permit may be revoked if any of the following issues are identified by City staff: fraud, misrepresentation, imminent threat to public health, safety and/or welfare. As a result of revocation, future permit requests may be denied.



SPECIAL EVENT FEES

Application for Special Event Permit (non-refundable)		\$25
Revocable Permit -right-of-way use (non-refundable)		\$75
Vendor Permit (refundable up to 10 days prior to event)		
1	Vendor	\$0
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Noise Permit		\$TBD
Electrical Permit		\$TBD
Generator Permit		\$TBD

FIRE DEPARTMENT PERMITS

Propane Gas Permit (required for food trucks, trailers, tents, etc.)		
Single Event		\$25
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Tent Permit (30 days-Larger than 15' by 15')		\$50
Pyrotechnics: 1st Day of display		\$85
\$10 Each Additional day in a 7-day period		
Haunted House		\$85
Open Flame		\$25
Hot Work Display		\$30
Display of Fueled Vehicle in Public Assembly		\$85
Certificate of Fitness Test (Pyrotechnic Shooter)		\$85

CITY FOOD / BEVERAGE LICENSES

Special Event Food/Beverage Certificate of Registration **\$30** issued by City of OKC Development Services.

Alcohol License **\$** varies per ABLE requirements, must be purchased prior to event day - must have ABLE license before obtaining City license.

Outside Agencies

State Special Event Food / Beverage **\$100** for first 3 days, \$40 per additional day.
 ABLE Event License (**60 day** application deadline) **\$** varies per ABLE requirements.
 OK Tax Commission Special Event Licenses **\$** varies per OTC requirements.