

**Monday, November 3, 2025
5:30 p.m.**

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

James S. Curd, Jr., Mayor
918-338-4282

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Curd.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. Invocation by Pastor Jason Elmore, Friday Nite Church, and President of the Bartlesville Ministerial Association.**
- 4. Public Comments on Agenda Items.**
- 5. City Council Announcements and Proclamations.**
 - a. Homelessness Awareness Month – November 2025
 - b. Community Foundation Week – November 12-18, 2025
- 6. Authorities, Boards, Commissions and Committees**
 - Three openings on the Bartlesville Area History Museum Trust Authority
 - One opening on the Bartlesville Convention and Visitors Bureau Board of Directors
 - One opening on the Library Board
 - Two openings on the White Rose Cemetery Board
- 7. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of October 6, 2025.
 - ii. The Special Meeting minutes of October 22, 2025.
 - b. Approval and/or Ratification of Appointments and Reappointment to Authorities, Board, Commissions, and Committees.**
 - i. Appointment of Mr. Dennis Halpin to a three-year term on the Street and Traffic Committee at the recommendation of Councilmember East.
 - ii. Appointment of Ms. Janice Carroll to a three-year term on the Adult Center Trust Authority at the recommendation of Mayor Curd.
 - c. Approval of Resolutions**
 - i. Directing filing and notification of the publication of the 2025 printed supplement to the Bartlesville Municipal Code.
 - ii. Amending the budget of the City of Bartlesville for Fiscal Year 2025-26 appropriating unanticipated revenue for the Police Department.
 - iii. Concerning Bridge Inspection responsibility by local government for compliance with National Bridge Inspection Standards, with the selection of Guy Engineering, the prequalified engineering consulting firm, to perform bridge inspections between April 1, 2026 and March 31, 2028, fully funded by the Oklahoma Department of Transportation.

- d. **Approval and Ratification of Agreements, Change Orders, Contracts, Engagement Letters, Grant Applications, Leases, MOU's, and Proposals.**
 - i. Workplace Solutions Cooperative Acceptance Agreement with CINTAS for biweekly towel and janitorial supplies service for Boots Hollow Golf Course in the amount of \$311.50 monthly plus \$6 delivery charge per delivery.
 - ii. On-demand Contract with B-Town Construction for the installation and decommissioning of water distribution lines of various sizes with the City of Bartlesville's water distribution system, with this contract method capped at \$100,000 or 6 months, whichever comes first, to evaluate its effectiveness and efficiency.
 - iii. Change Order No. 1 from Keohn Construction Services for the Construct Box Hangar-Bartlesville Municipal Airport Project, adding \$128,787.27 to the original contract, funding provided by the ODAA and BDA.
 - iv. Professional Services Agreement with TSW to provide a Housing Plan for the City of Bartlesville, in the amount of \$37,500.00.
 - v. Airport Hangar Lease Agreement between the Bartlesville Municipal Airport and Norval Gruver for unit 4-A, rent to be received monthly in the amount of \$150.00.
 - vi. Amended Maintenance Agreement between the City of Bartlesville and Bark Park Buddies
- e. **Declaration of Surplus Property and Approval of Sale or Trade-in**
 - i. Declaration of surplus and approval of sale/trade in of surplus items/vehicles from the Fire Department at public auction (GovDeals Auction Site) or to be used as trade in on future apparatus/equipment purchases.
- f. **Receipt of Annual Report**
 - i. Fiscal Year 2024-2025 Annual Report for the Chickasaw Wastewater Treatment Plant.
- g. **Receipt of ALPR (Flock Cameras) Report**
 - i. ALPR Report for October 2025
- h. **Receipt of Financials**
 - i. Interim financials for three months ending September 30, 2025.
- 8. **Receive a presentation on the July 2025 boil order incident for the Bartlesville public water system. Presented by Terry Lauritsen, Director of Water Utilities.**
- 9. **Status update on FY 2025-2026 Agreement negotiations between the City of Bartlesville and Bartlesville Professional Fire Fighters, Local 200. Presented by Jess Kane, City Attorney.**
- 10. **New Business.**
- 11. **City Manager and Staff Reports.**
- 12. **City Council Comments and Inquiries.**
- 13. **Adjournment.**

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Tuesday, October 28, 2025.

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/>

Cable Viewing on Sparklight: Channel 56

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



Official Proclamation

"Homeless Awareness Month" November 2025

Whereas, homelessness affects people from all walks of life in the Bartlesville area; and

Whereas, misunderstandings exist about homelessness, its cause and the process to full recovery; and

Whereas, there are four general categories of homelessness; chronic lifestyle, mental health issues, financial, or addictions; and

Whereas, the Lighthouse provides food, clothing and shelter to 80-87 people a day all year round; and

Whereas, on any given night, there are over 4,000 people in Oklahoma without a home; and

Whereas, The Lighthouse Outreach Center has been ministering to the homeless for over 33 years and has provided shelter to over 5,000 people during that time; and

Whereas, many citizens in this area at one time were residents of the Lighthouse for a period of time and are now living productive lives in the community; and

Whereas, we are grateful for the wonderful support of individuals, churches, civic groups and businesses for their support over the past 33 plus years; and

Whereas, being homeless does not mean being hopeless.

NOW THEREFORE, I, James S. Curd, Jr., Mayor, and the Bartlesville City Council do hereby officially proclaim November 2025 as "Homeless Awareness Month" in the City of Bartlesville and encourage all citizens to support this worthwhile endeavor.

IN WITNESS WHEREOF, we hereunto set our hands and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 3rd day of November, in the year of our Lord two thousand and twenty-five.

James S. Curd, Jr., Mayor



Official Proclamation

COMMUNITY FOUNDATION WEEK

NOVEMBER 12 - 18, 2025

WHEREAS, the first community foundation was founded in 1914 to ensure that donors' charitable intentions could be carried out in perpetuity and to provide a way for people of modest means to engage in large-scale philanthropy by pooling donations; and

WHEREAS, community foundations are grantmaking public charities dedicated to improving the lives of people in a defined local geographic area; and

WHEREAS, today, hundreds of community foundations across the country create social change through their collaborative and innovative approach to working with the public, private, and nonprofit sectors; and

WHEREAS, Community Foundation Week is a national celebration that was created in 1989 by former president George H.W. Bush to recognize the important work of community foundations throughout America; and

WHEREAS, the Bartlesville Community Foundation was formed in 1999 by a group of community leaders dedicated to the advancement of philanthropy and sustainability in the Bartlesville area; and

WHEREAS, the Bartlesville Community Foundation granted more than \$2.97 million from over 200 funds in fiscal year 2025; and

WHEREAS, since its founding, the Bartlesville Community Foundation has given over \$15 million in grants and scholarships throughout Bartlesville and surrounding communities.

NOW THEREFORE, I, Mayor James S. Curd, Jr. and the Bartlesville City Council, do hereby officially proclaim the week of November 12 through 18, 2025 as "Community Foundation Week."

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 3rd day of November, in the year of our Lord Two Thousand and Twenty-Five.

James S. Curd, Jr., Mayor



**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, October 6, 2025
5:30 p.m.**

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

**James S. Curd, Jr., Mayor
918-338-4282**

MINUTES

**(The Notice of Meeting was posted December 15, 2024 and
the Agenda was posted September 30, 2025 at 5:30 p.m.)**

City Council in attendance was Mayor Jim Curd, Jr., Vice Mayor Trevor Dorsey, and Councilmembers Tim Sherrick, Larry East and Aaron Kirkpatrick.

City staff in attendance was Mike Bailey, City Manager; Laura Sanders, Assistant City Manager, Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; .Police Chief Kevin Ickleberry; Deputy Police Chief Andrew Ward; Police Captain Daniel Elkins; Fire Chief H.C. Call; Deputy Fire Chief Barry Campbell; Matt McCollough, Director of IT; Robin Betts, Director of Human Resources; Dana Smith, H.R. Sr. Administrative Assistant; Alicia Shelton, Accounting; Steve Roper, Engineering; Amanda Yamaguchi, Senior Planner, Community Development; several firefighters; Police Officer Sam, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Curd at 5:30 p.m.**
- 2. Roll Call was conducted a quorum established.**
- 3. Invocation was provided by Kristy Rodgers, Commissioned Pastor, First Presbyterian Church.**
- 4. Public Comments on Agenda Items.**
 - Eddie Collins – (Agenda Item 7.d.vi.): He addressed the Council in opposition to approving the Charity Tracker Software. He clarified that he was speaking solely on his own behalf and not for any specific group, and that his objection was not to the program itself but to the method of its funding. He emphasized his belief in the limited role of government as outlined in the U.S. Constitution, asserting that government serves best when it restricts its scope rather than expanding it at taxpayers' expense. He stated that it is not the purpose of government to fund nonprofit organizations and expressed concern about the continued use of public funds for such purposes. Mr. Collins urged that citizens, churches, and community members should privately fund initiatives rather than relying on taxpayer dollars. He questioned why city government does not instead seek support from private-sector donors, local churches, and business leaders, noting that the community's two largest employers recently raised \$1.3 million for United Way, which could potentially assist with homelessness efforts. He concluded that government expansion tends to be permanent and stated that reducing government control should begin with the Council's decision on this item. Mr. Collins respectfully requested that the Council vote no on the proposal. He thanked the Mayor and Council for their time and prayerful consideration.
 - Ms. Angela Utley– (Agenda Item 7.d.vi.): She addressed the Council in opposition to the Charity Tracker Software. Ms. Utley explained that she had spoken with donors to several local organizations serving the unhoused, including Be the Light and The Lighthouse, and had heard concerns that some donors may stop contributing if the software is implemented. She suggested that funding the program through private fundraising might

be a better alternative, as it would avoid discouraging donations. Ms. Uteley also expressed concern about the word “tracking” in the program’s name, stating that it could raise privacy issues and create undue pressure for organizations to participate. She compared it to concerns previously expressed over the City’s use of Flock cameras, noting that even limited access to data could still invite misuse or distrust. She cautioned that the program could allow for financial or data-related abuse and might impede charitable giving. Ms. Uteley suggested that the Council delay action on the item until it is known how many nonprofits would actually use the software and what its implementation would look like. She concluded by commending the efforts of the Task Force and thanking the Council for their time and consideration.

5. City Council Announcements and Proclamations.

- Fire Chief H.C. Call presented Gold Lifesaving Awards to Firefighters Daniel Barham and Derek Tampleton.
- Fire Chief H.C. Call presented the Bartlesville Fire Department Unit Award to A-Shift Station 4s Crew Captain Bryan Tate, Firefighter Colby Williams, Firefighter Daniel Barham and Firefighter Derek Tampleton.
- Extra Mile Day Proclamation – November 1, 2025 - Recognition of volunteerism and service within the community, presented by Vice Mayor Dorsey/
- Mayor Curd presented his Mayoral Letter of Recognition of Service and Appreciation to Ms. Sherri Wilt, Retired President/CEO of the Bartlesville Chamber of Commerce.

6. Authorities, Boards, Commissions and Committees

- Three openings on the Bartlesville Area History Museum Trust Authority
- One opening on the Bartlesville Convention and Visitors Bureau Board of Directors
- One opening on the Library Board
- Two openings on the White Rose Cemetery Board

Mayor Curd read the openings and encouraged citizens to volunteer.

7. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of September 2, 2025.
- ii. The Special Meeting minutes of September 29, 2025.

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

- i. Appointment of Mr. Robert McGuire to a three-year term on the Construction and Fire Code Appeals Board at the recommendation of Mayor Curd.
- ii. Reappointment of Mr. Kenneth Wright to a second three-year term on the Construction & Fire Code Appeals Board at the recommendation of Mayor Curd.
- iii. Reappointment of Mr. Joe Colaw to a second three-year term on the City Planning Commission at the recommendation of Councilmember Kirkpatrick.

c. Approval of Resolutions

- i. Amending the budget of the City of Bartlesville for Fiscal Year 2025-26 appropriating unanticipated revenue for the Fire Department.

d. Approval and Ratification of Agreements, Contracts, Engagement Letters, Grant Applications, Leases, MOU’s, Ordinances, Proposals and Task Orders.

- i. Professional Services Agreement with ARC Document Solution to provide file digitization services for the City of Bartlesville in the amount of \$7,744.00.

- ii. Extension of an existing service agreement with United Community Action Program for the CityRide community transportation program in the amount of \$55,000 annually.
- iii. Business Services Agreement between the City and Bluepeak at a monthly fee of \$250.00 with an initial \$100 installation fee.
- iv. Service Agreement with Municipal Finance Services for continuing disclosure and fee schedule in the amount of \$3,500.
- v. Letter of Agreement with BKL for engineering design of the Downtown Landscaping Phase 3 project, adding portions of Osage Avenue and 4th Street in the amount of \$37,000.
- vi. Charity Tracker software pro yearly subscription including a Community Resources Directory in the amount of \$14,800.
- vii. Field of Interest Fund Agreement between the City Council and Bartlesville Community Foundation for technical support necessary to facilitate a Text to Give program at the recommendation of the Unsheltered Homeless Task Force.
- viii. Deed Underground Right-of-Way Easement to Public Service Company of Oklahoma (PSO) on City-owned properties for an underground feeder to the Bartlesville Municipal Airport.

e. Receipt of Property

- i. Receipt of the Oak Park Fire Station property from Washington County per language set out in the original deed stating the property is to be returned to the City of Bartlesville if no longer being used by the Washington County Volunteer Fire Department.

f. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report September 2025

g. Receipt of ALPR (Flock Cameras) Report

- i. ALPR Report for September 2025

h. Receipt of Financials

- i. Interim financials for two months ending August 31, 2025.

i. Receipt of Permit

- i. Permit #WL0000742500842 for the Oklahoma Department of Environmental Quality for the construction of 285 linear feet of eight (8) inch PVC potable water line to serve 1200 Washington Boulevard, Bartlesville, OK.

Mayor Curd provided the consent docket on a PowerPoint slide and referred citizens to the agenda where every item was listed. He asked the Council if there were any items to be pulled for discussion. Vice Mayor Dorsey pulled Agenda Items 7.d.v.,vi.,vii. and 7.e.i.; Mr. East pulled Agenda Item 7.d.viii., and Mr. Kirkpatrick pulled Agenda Item 7.d.ii.

Vice Mayor Dorsey moved to approve the Consent Docket with the exception of Agenda Items 7.d.ii., v., vi., vii. viii., and 7.e.i., seconded by Mr. East.

Voting Aye: Mr. Sherrick, Mr. East, Mr. Kirkpatrick, Vice Mayor Dorsey, Mayor Curd
 Voting Nay: None
 Motion: Passed

Agenda Item 7.d.ii. Extension of an existing service agreement with United Community Action Program for the CityRide community transportation program in the amount of \$55,000 annually.

Councilmember Kirkpatrick noted that through the Unsheltered Homelessness Task Force, it was discovered that many residents are unaware of City Ride's services or its partnership with the City, and asked Mr. Bailey to provide an overview. Mr. Bailey reported

that the City has maintained a long-standing contract with City Ride, currently paying \$55,000 annually to subsidize lower rates for Bartlesville residents. City Ride operates as a point-to-point transit service, providing door-to-door transportation for work, medical appointments, shopping, and other essential activities. Rides must be scheduled in advance but serve as a vital mobility option for citizens, including those with disabilities, seniors, and low-income workers. Service demand has continued to grow and remains heavily supported by Federal and State grants. Discussion was held regarding potential impacts of a Federal government shutdown on grant funding; minimal anticipated effect if short-term, though longer shutdowns could disrupt grant distributions; and City Ride's \$1 ride-to-work program, available across Washington County, occasionally extending to Tulsa. The City's increased funding several years prior helped maintain the ride-to-work initiative. The program was commended as an essential community asset and encouraged increased public awareness.

Agenda Item 7.d.v. Letter of Agreement with BKL for engineering design of the Downtown Landscaping Phase 3 project, adding portions of Osage Avenue and 4th Street in the amount of \$37,000.

Vice Mayor Dorsey requested an update on the final phase of downtown landscaping improvements. Mr. Bailey reported that the project is nearing completion, pending inclusion of Osage Avenue and 4th Street, which were not part of the original design. The update includes pricing and design adjustments through BKL to ensure comprehensive coverage. If fully funded, this phase will complete the downtown landscaping plan in place for the past eight to nine years. Discussion covered how the new landscaping has improved maintenance, reduced tripping hazards, and incorporated new irrigation systems; that shop owners have expressed appreciation for the enhancements; and how everyone was satisfied with the progress and the overall aesthetic and safety improvements.

Agenda Item 7.c.viii. Deed Underground Right-of-Way Easement to Public Service Company of Oklahoma (PSO) on City-owned properties for an underground feeder to the Bartlesville Municipal Airport.

Councilmember East questioned a discrepancy between a 20-foot easement listed in the report and a 15-foot easement in the agreement. Staff confirmed that the agreement's terms prevail, indicating the final easement width is 15 feet. The difference was likely due to adjustments made during negotiations.

Agenda Item 7.e.i. Receipt of the Oak Park Fire Station property from Washington County per 7 language set out in the original deed stating the property is to be returned to the City of Bartlesville if no longer being used by the Washington County Volunteer Fire Department.

Vice Mayor Dorsey requested and was provided clarification confirming the City's intent to reuse the facility with future long-term uses under review.

Mr. Sherrick moved to approve Agenda Items 7.d.ii., v., viii. and 7.e.i, seconded by Vice Mayor Dorsey.

Voting Aye: Mr. East, Mr. Kirkpatrick, Vice Mayor Dorsey, Mr. Sherrick, Mayor Curd
Voting Nay: None
Motion: Passed

Agenda Item 7.d.vi. Charity Tracker software pro yearly subscription including a Community Resources Directory in the amount of \$14,800.
and,

Agenda Item 7.d.vii. Field of Interest Fund Agreement between the City Council and Bartlesville Community Foundation for technical support necessary to facilitate a Text to Give program at the recommendation of the Unsheltered Homeless Task Force.

Mr. East inquired about The Charity Tracker software fee, which was confirmed as a one-time expense this year, with shared cost reduction planned for years two and three. Clarification of the Field of Interest Fund Agreement through the Bartlesville Community Foundation (BCF) confirmed that funds will not go to the Unsheltered Homeless Task Force but will be collected through the BCF through an established endowed grant fund. Grant applications will then be received, reviewed, and approved by the neutral BCF Board to avoid conflicts of interest. Task Force members and/or their organizations will not be considered for a grant.

Mr. Sherrick expressed opposition to government funding for the Charity Tracker software citing constitutional concerns regarding the use of taxpayer funds for non-governmental purposes. He feels that such spending should serve the general welfare of all citizens, not select groups or nonprofits. His concerns covered government overreach and potential creation of new oversight committees; dependency risks for nonprofits; conflicts of interest as board members could vote on funding benefiting their own organizations; the lack of clear metrics or performance indicators to measure success or return on investment (ROI); and the estimated the software costs at \$10,800 for licensing and \$4,000 for setup and maintenance. Mr. Sherrick added that private fundraising could cover the total, pledging \$600 personally toward such efforts if pursued outside government channels.

In regards to Item 7.d.vii. Mr. Sherrick continued his opposition to the Agreement citing that government does not need to be in the charity business. He feels that the way to discourage panhandling, which is what the Text to Give signs utilizing the BCF endowment is being used for, is to provide jobs. He added that he would prefer to see panhandlers encouraged to fill out job applications at such agencies as Career Employment where he personally knows they will get guidance and assistance. He offered to assist in building resumes as a means to appropriate assistance instead of under government oversight or with government funding. He emphasized that he did not disagree with the value and use of the software and BCF agreement, but how it is being funded. Mr. East stated that the Text to Give sign idea came from constituents who had seen them in other communities. He brought the idea forward to the Unsheltered Task Force Committee who approved of the idea, then developed a process on how to manage received funds.

In response, Mr. Kirkpatrick emphasized that the community has repeatedly identified homelessness reduction as a top priority in surveys and public forums, and that government participation aligns with the public good by fostering safety, stability, and access to care for all residents. He clarified that Charity Tracker would enable consistent data reporting and performance tracking, strengthening accountability and transparency across nonprofits. Discussion covered agreement on the value of community collaboration but differed on the appropriateness of City funding. It was noted by Mr. Kirkpatrick that shared data collection through Charity Tracker would allow standardized metrics and facilitate future impact evaluation.

Vice Mayor Dorsey moved to approve Agenda Items 7.vi. and vii., seconded by Mr. Kirkpatrick.

Mayor Curd noted that the United Way helps many local nonprofits who are financially strained despite strong community fundraising efforts, and City support would complement, not replace, private donations. If the United Way took money to assist with this, it could take away from another agency. He expressed support for continued public-private partnership to address homelessness, and feel it is a justified expense at this point.

Voting Aye: Mr. Kirkpatrick, Vice Mayor Dorsey, Mr. East, Mayor Curd

Voting Nay: Mr. Sherrick
Motion: Passed

8. **Public hearing and possible action on a request for approval of a PUD (Planned Unit Development) and Site Development Plan on 16.98 acres zoned M-2 (General Industrial) and C-5 (General Commercial), located at 509 W. Hensley Blvd., 500 W. Hensley Blvd., 512 W. Hensley Blvd., and the lots in the North Block of NW Theodore Ave., from Fremin General Contractors on behalf of SLB. Presented by Larry Curtis, Director, Community Development.**

Mr. Curtis reported that this request is for approval of a PUD and Site Development Plan on approximately 16.98 acres on and near West Hensley Blvd. in the Downtown area. The main SLB site, including the proposed development area, is zoned M-2 (General Industrial) and is currently utilized in accordance with that zoning designation. Earlier this year, SLB met with the City of Bartlesville to propose the construction of a new 18,750-square-foot storage building. The purpose of this facility is to house goods and materials that have historically been stored outdoors and exposed to the elements. In their regular meeting held September 23, 2025, the Planning Commission recommended approval of PUD-0825-0056/57 per staff recommendation. No one signed up to speak in favor of or in opposition to this proposal at the City Planning Commission meeting and the CPC voted in favor of the request. Mr. Curtis concluded stating that staff, as well as CPC recommends approval, subject to the following condition: Any future proposals for new construction, expansion or building additions regarding this entire PUD site, including the parking areas and properties to the north will require a PUD Amendment and Site Development Plan approval. Mr. Kirkpatrick added that as the Council liaison to the City Planning Commission, had been a part of the discussions, and is excited to see a local employer expanding in this manner.

Mayor Curd opened the public hearing at 6:15 p.m. There being no one appear to speak; the Mayor closed the public hearing at 6:15 p.m.

Mr. Kirkpatrick moved to approve the PUD and SDP as presented with the stated recommended condition, seconded by Vice Mayor Dorsey.

Voting Aye: Vice Mayor Dorsey, Mr. Sherrick, Mr. East, Mr. Kirkpatrick, Mayor Curd
Voting Nay: None
Motion: Passed

9. **Unsheltered Homeless Task Force update. Presented by Rachel Showler, Vice Chairman, Unsheltered Homeless Task Force.**

Ms. Showler was unable to attend, so Mr. Kirkpatrick who is the Chairperson of the Unsheltered Homeless Task Force provided an update. He encouraged organizations and individuals who assist the homeless population in Bartlesville to attend the Helping Organizations Summit on October 22, 2025 at Tri County Tech from 11 a.m. to 1 p.m. Lunch will be provided by Agape and the Lighthouse.

10. **Discuss and take possible action to approve a service agreement between Remedy Health and the City of Bartlesville. Presented by Laura Sanders, Assistant City Manager and Christopher Sudduth, MD, MPH, Owner and CEO of Remedy Health clinics.**

Ms. Sanders introduced the item, explaining that the proposal represents a rare opportunity for the City to both reduce health care costs and enhance employee benefits. In recent years, the City has faced significant increases in medical expenses, particularly from specialty drugs and GLP-1 medications used for diabetes and weight loss. These medications currently cost the City between \$1 million and \$1.2 million annually, creating a major budget impact. To address this, staff explored a Direct Primary Care (DPC) model, which provides employees with routine, preventative, and chronic care directly through a contracted clinic at no cost to employees. Under this model, GLP-1 drugs would be administered through the clinic rather than the City's pharmacy

plan, significantly lowering pharmacy costs while maintaining medical oversight and employee access. Two clinic providers submitted proposals, and the City's Insurance Committee met multiple times to evaluate them based on cost savings potential, employee impact and accessibility, and quality and scope of services. Following review, the committee determined that Remedy Health offered the best combination of service quality, cost effectiveness, and proven results, particularly with other Oklahoma municipalities. An overview of Remedy Health Founded in 2018 by Dr. Christopher Suddath, a former Bartlesville hospitalist with a Doctorate in Medicine and Master's in Public Health was provided. Dr. Suddath currently operates seven clinics and serves several cities including Broken Arrow, Edmond, Collinsville, and Bixby, all reporting substantial savings. One municipality saved more than \$850,000 annually through this model. Remedy Health holds an endorsement from the Oklahoma Municipal League and partners only with FDA- and State-approved pharmacies compliant with Section 503A of the Federal Food, Drug, and Cosmetic Act. The proposed plan for Bartlesville would include one physician and one mid-level provider to ensure consistent, high-quality care. Compounded Medications Remedy Health's partner pharmacies are FDA-registered and Oklahoma-licensed. Compounded medications are commonly used for customized dosages or cost reduction and are not experimental. Each prescription is written and dispensed under physician supervision. The budget impact annual clinic cost will be \$386,100, with an estimated savings of over \$600,000 annually to the City's medical plan. If approved, implementation would include employee education sessions, plan adjustments effective January 2026, communication to ensure a smooth transition, and clinic operations beginning November 3, 2025, in Bartlesville.

Dr. Christopher Suddath, Founder of Remedy Health introduced himself and his background, expressing enthusiasm about returning to Bartlesville. He described the mission of Remedy Health as "rescuing patients and providers from the broken, bureaucratic healthcare system" by restoring the patient-physician relationship through time, accessibility, and personalized care. Key features of the Remedy Health Model are patients can access their physician 24/7 via text, video, or in-person visits, including house calls and services include acute and chronic care, preventive care, wellness visits, lab work, pharmacy access, and minor procedures performed on site. Remedy Health partners with over 60 employer groups across Oklahoma and Arkansas, including multiple municipalities. The model focuses heavily on lifestyle determinants of health—nutrition, physical activity, sleep, mental wellness, and healthy relationships—supported by a comprehensive weight management program. GLP-1 medication drugs such as Ozempic, Wegovy, Mounjaro, and Zepbound are FDA-approved for multiple conditions including diabetes, hypertension, and obesity. Remedy Health compounds GLP-1 medications through an FDA-approved Oklahoma pharmacy, producing cost savings while maintaining verified effectiveness. In Edmond, this model generated over \$858,000 in annual savings. The compounded medications include vitamin B6, approved by the Oklahoma State Board of Pharmacy for its anti-nausea properties, allowing continued compounding even after the branded drugs left the FDA shortage list. Dr. Suddath stated that through Remedy Health, Bartlesville employees would receive the same medication currently prescribed but at a fraction of the cost—ranging from \$179 to \$499 per month compared to \$1,000–\$1,500 under traditional pharmacy plans—with home delivery available within 48 hours.

Mr. Bailey noted that the City has long wanted to provide a clinic option for employees but lacked a viable model until now. This approach benefits all employees covered by the City's health plan and their families, offering improved access to care. The plan is not insurance but rather a direct care arrangement, reducing administrative burden and eliminating prior authorizations. This is the first time in his 20 years with the City that a proposal both enhances benefits and reduces costs.

Mr. East inquired if compounded drugs that differ from the commercial version qualify legally. Dr. Suddath explained that the addition of vitamin B6 differentiates the compounded medication, fulfilling FDA and State Board requirements. Vice Mayor Dorsey inquired whether employees currently prescribed GLP-1 drugs could continue treatment without interruption. Ms. Sanders confirmed they would; prescriptions would simply be filled through Remedy Health rather than retail pharmacies. Dr. Suddath added there would be no prior authorization process, ensuring immediate access and reduced cost. Mr. Kirkpatrick commended the presentation and asked

whether the clinic would serve only City employees. Dr. Suddath responded that it will also serve other community members and businesses but that the City will receive the most discounted rate. Mr. Kirkpatrick expressed strong support but asked staff to confirm it is both fiscally responsible and beneficial to employee health. Ms. Sanders and Mr. Bailey both affirmed that it is.

Dr. Suddath noted Remedy Health maintains a Net Promoter Score of 96 and Google ratings above 4.9, reflecting high patient satisfaction and quality outcomes. Mr. Bailey expressed enthusiasm, noting this was one of the most positive opportunities in recent years. He thanked Ms. Sanders and the Insurance Committee for their thorough evaluation and leadership in the process.

Mr. Kirkpatrick moved to approve the service agreement between Remedy Health and the City in the amount of \$386,100, seconded by Vice Mayor Dorsey.

Voting Aye: Mr. Sherrick, Mr. East, Mr. Kirkpatrick, Vice Mayor Dorsey, Mayor Curd
Voting Nay: None
Motion: Passed

11. Discuss and take possible action to allocate funds for the necessary maintenance and replacement of the Bartlesville Community Center's two (2) domestic hot water heaters, along with a 5-year service plan on the two (2) Viessmann Boilers used for heating the building. Presented by Caitlyn Kraemer, Managing Director, The Center, and Tim Sherrick, Councilmember and Council Liaison to the Bartlesville Community Center Trust Authority.

Mr. Sherrick introduced Ms. Caitlin Kraemer, noting that she is a Bartlesville native who has recently returned to manage The Center and has been doing an outstanding job. Ms. Kramer addressed the Council stating that the Bartlesville Community Center Trust Authority was requesting a one-time appropriation from the City of Bartlesville to fund critical maintenance projects. The requested \$50,000 would cover costs for the service and replacement of domestic hot water heaters and associated plumbing. Ms. Kraemer emphasized that for 44 years, the Community Center has served as a cornerstone of the City enhancing the quality of life for residents and supporting economic and cultural vitality. The facility plays a key role for the Bartlesville Regional Chamber of Commerce and the Bartlesville Development Authority, providing a venue that helps attract new businesses and talent to the area. She explained that the repairs were urgently needed ahead of the Center's busiest season. During this time, the stage hosts performances by local arts organizations such as the Bartlesville Symphony Orchestra, Civic Ballet, and Community Concerts Association, all of which draw visitors who dine, shop, and stay in Bartlesville providing measurable economic benefit to the community. Ms. Kramer outlined the specific funding needs: \$8,000 for repair and maintenance of the building's boilers, which were replaced under the City's previous CIP funding. \$25,000 for parts to replace two domestic hot water heaters, including pumps and copper piping. \$15,000 for labor associated with the replacements. She noted that the existing water heaters were manufactured in 2000 and 2004 and have far exceeded their expected lifespan. Photos provided to the Council illustrated the deteriorated condition of the copper piping. Ms. Kraemer added that unforeseen conditions could arise once work begins, but she had been informed by Mr. Sherrick that the project would represent a net zero expense for the City, as the necessary resources had already been allocated, meaning no new or additional tax dollars would be required. She concluded by stating that any questions she could not immediately answer would be relayed to Mr. Pat Patterson, Director of Facilities, who was currently on vacation.

Discussion covered appreciation for Ms. Kraemer's leadership and The Center's ongoing contributions to the City's cultural and economic vitality; the remarkable longevity of The Center's infrastructure; and that The Center's events generate direct sales tax revenue through restaurant, hotel, and retail spending making this investment one that continues to pay dividends to the City of Bartlesville. Ms. Kramer's efforts were also commended due to how she is expanding youth engagement in the Arts. Ms. Kraemer described the relaunch of Arts Encounters, a program designed to connect professional visiting artists with local students. She detailed an upcoming

collaboration with the Children's Musical Theater of Bartlesville, in which a professional fight director would teach a stage combat workshop for the cast of *Newsies* and offer additional classes open to local youth and adults. Mayor Curd thanked Ms. Kramer, welcomed her back to Bartlesville, and expressed appreciation for her leadership and commitment to maintaining the Community Center as a cultural and economic asset to the city.

Mr. Sherrick moved to allocate \$50,000 for necessary replacement and maintenance of Bartlesville Community Center's two (2) domestic hot water heaters, along with a 5-year service plan on the two (2) Viessmann Boilers used for heating the building as presented, seconded by Mr. East.

Voting Aye: Mr. East, Mr. Kirkpatrick, Vice Mayor Dorsey, Mr. Sherrick, Mayor Curd

Voting Nay: None

Motion: Passed

12. Report on the first-year activities of the RSS (Recovery Support Specialist) Outreach Program, and discuss and take possible action to renew an existing Contract for Services with GRAND Mental Health to continue this program for the second year as required under the FY 2024 Opioid Abatement Grant Award. Presented by Kevin Ickleberry, Police Chief.

Chief Ickleberry expressed appreciation for the opportunity to provide an update on the City's mental health support initiative, originally launched in 2024 through an Oklahoma State Opioid Abatement Grant. He reported that the City was awarded \$120,000 through the State's opioid settlement funds to support local efforts addressing mental health, addiction, and homelessness. The grant allowed the Police Department to partner with Grand Mental Health to create a program aimed at diverting individuals from crisis or incarceration into treatment and recovery. Chief Ickleberry stated that the grant was designed to assist people off the Pathfinder Pathway and hopefully back into society. The City is now seeking renewal of the two-year grant for the upcoming fiscal period, continuing the same objectives and operations. He noted that while there is no free money, this particular funding is a no-cost benefit to the City, as it is drawn from statewide opioid abatement resources rather than local tax revenue.

Chief Ickleberry continued by outlining that the program funds two mental health support specialists, *Bree Bates* and *James Roberts*, who work for Grand Mental Health and operate daily in Bartlesville. These specialists collaborate closely with the Crisis Interdiction Response Team (CIRT), a unit consisting of a police officer and a mental health professional who respond to mental health-related calls. The support specialists conduct independent outreach, engaging with individuals experiencing homelessness, addiction, or mental health crises. Their work focuses on connecting individuals with mental health treatment services, substance abuse and opioid recovery programs, housing, and social service resources. The goal is to reduce police intervention, build community trust, and create a pathway from homelessness and addiction to stability and housing. Chief Ickleberry emphasized that the outreach team has become a critical bridge between law enforcement, social services, and the City's homeless population. They routinely provide immediate assistance with food, water, and access to resources to reduce the need for police calls and help individuals obtain longer-term support.

Chief Ickleberry provided activity reports from February through August 2025, highlighting the measurable progress of the initiative:

- February Report:
 - 40 community contacts
 - 27 daily follow-ups
 - 5 new client contacts
 - 2 clients relocated from Bartlesville and 3 re-established with grant services
 - All homeless relocated from Pathfinder Parkway; Cleanup assistance was provided.
 - Ongoing monitoring of one registered sex offender
 - 45 individuals followed up by police, with 184 total interactions

- 3 Jail contacts for Rehab Resources
- 5 homeless clients linked to Rehab Resources

He noted that the City and the program worked together to resolve fines for individuals at the encampment who cleaned their site, exchanging community service for dismissed citations, an example of how the initiative fosters cooperation and accountability.

- July and August Reports:
 - 104 and 121 successful engagements, respectively
 - Significant reduction in homeless presence along the Pathfinder Parkway (down to one or two individuals)
 - 12–32 street outreach contacts per month, many referred by citizens
 - 0–1 law enforcement assists required per month, indicating growing program independence
 - 16–22 individuals provided opioid education and Narcan training
 - Clients assisted with obtaining identification documents and accessing SNAP or food benefits
 - 2 individuals placed in residential substance treatment programs
 - 2 individuals transitioned into housing
 - 2 individuals connected to outpatient care
 - Continued collaboration with the Washington County Jail reentry team

Overall, from February through August 2025, the team completed 265 successful engagements, 445 homeless follow-ups, and provided opioid education to 39 individuals. Multiple clients achieved stable housing or treatment placements, and the program has led to a reduction in repeat law enforcement calls and use-of-force incidents.

Chief Ickleberry summarized that the program officially launched in January 2025 and after a delayed hiring process is now fully staffed and functioning effectively. The City has sufficient grant funds to continue operations for the coming year, and staff recommend renewal of the program for another term. He stated that the program has become an essential partnership for the City of Bartlesville, successfully addressing both immediate needs and long-term solutions for homelessness, addiction, and public safety.

Discussion covered the Council’s appreciation for the update and commended the Chief and his department for their continued leadership in public safety and compassionate response; that the grant funding originates from the original statewide opioid settlement, not the most recent lawsuit; and that unspent funds remain available to support ongoing services. Mr. Kirkpatrick shared a personal example of the program’s effectiveness and his appreciation of Officer Sierra Compton, a member of the Crisis Interdiction Team and the City’s Unsheltered Homelessness Task Force. It was agreed that the program has been transformative, providing compassionate, community-based solutions and relieving law enforcement of duties better handled through outreach and treatment. Chief Ickleberry concluded, acknowledging that not every officer is suited for such challenging work and commended Officer Compton and others in the program for their exceptional dedication.

Vice Mayor Dorsey moved to renew the existing Contract for Services with GRAND Mental Health to continue this program for the second year as required under the FY 2024 Opioid Abatement Grant Award as presented, seconded by Mr. Sherrick.

Voting Aye: Mr. Sherrick, Mr. East, Mr. Kirkpatrick, Vice Mayor Dorsey, Mayor Curd
 Voting Nay: None
 Motion: Passed

13. Accept the Keep Bartlesville Beautiful Annual Update 2025. Presented by Larry Curtis, Director, Community Development.

Mr. Curtis presented an update on the activities and progress of Keep Bartlesville Beautiful (KBB), noting that the organization has been active for a little over a year. He provided an overview of key accomplishments, challenges, and upcoming initiatives, referencing a detailed report included in the Council's packet. His report covered:

Highlights and Accomplishments:

- **Tree Planting:**
In partnership with *Upward Trees*, KBB recently planted 23 trees along the medians of Frank Phillips Boulevard and Highway 75/Washington Boulevard. This project was supported by a \$15,000 grant from Phillips 66 and completed just over a week and a half ago.
- **Downtown Planters:**
The Downtown planters were cleaned, refreshed, and replanted as part of KBB's beautification efforts. Eight planters were newly planted with greenery expected to flower next season.
- **Wildflower Planting –Silver Lake Triangle:**
KBB conducted a successful wildflower planting at the intersection of Watauga and Silver Lake Triangle. The effort exceeded expectations due to highly fertile soil, resulting in robust growth. The area has since been mowed for the season, and next year's plan includes replanting with shorter wildflower varieties for improved visibility and maintenance.
- **Bench Replacement Program:**
A survey of downtown benches identified several in need of repair or replacement. KBB will replace or refurbish 10 benches downtown, expected to arrive later this month. Installation will occur in partnership with the Parks Department.
- **Public Art and Murals:**
The organization is exploring opportunities for new murals and public art installations across the community to enhance visual appeal.
- **Native Plant Initiatives:**
KBB continues to partner with the Native American Medicinal Garden group (Kansas) and other organizations to expand native plantings throughout Bartlesville.
- **Volunteer Engagement:**
KBB has collaborated with The Lighthouse, local schools, and community volunteers to support planting and beautification efforts. The group is a member of Keep Oklahoma Beautiful, the statewide affiliate, and has built a growing network of engaged local partners.

Mr. Curtis noted that KBB applied for an Oklahoma Code Enforcement Association (OCA) grant but was not selected for funding this year. The organization plans to reapply next year and is also pursuing private donations and alternative grant opportunities to support upcoming projects. He reports that some challenges encountered were:

- **Project Coordination with ODOT:** Initial delays were encountered with the Oklahoma Department of Transportation; however, recent collaboration with the new division director has improved progress.
- **Irrigation and Maintenance:** Ongoing irrigation issues in downtown planters are being addressed in cooperation with the Parks Division.
- **Unsuccessful Grant Cycle:** The OCA grant application was not funded, but lessons learned will inform future submissions.

Continuing, Mr. Curtis reported that looking ahead, KBB plans to:

- Expand the Bench Replacement Program downtown and in other public areas.
- Implement new beautification initiatives along Pathfinder Parkway in partnership with the Parks Board.

- Plant additional wildflower beds in select public spaces.
- Relocate the statue currently at Joe Allen Loyal Park to the roundabout at Silver Lake and Price Road, enhancing the area's public art presence.
- Prepare community beautification projects in anticipation of the United States' 250th anniversary celebration in 2026.

Discussion covered appreciation for KBB's dedication and progress. Mr. Kirkpatrick, who serves on the KBB board, confirmed the program's growing impact and collaboration with the City's Park Board. He noted that Keep Bartlesville Beautiful fills a unique gap between public works and community beautification, stating that while the City focuses on infrastructure and maintenance, KBB addresses aesthetic and environmental enhancements that enrich Bartlesville's character. Mr. Curtis and Mr. Kirkpatrick were commended for their leadership, who went on to recognize The Lighthouse, Bartlesville High School Ag Department, and local youth groups for their volunteer support. Mr. Kirkpatrick concluded by noting that while this was initially the committee he was least enthusiastic to join, it has become one of the City's most productive and rewarding groups.

No formal action was required.

14. Discuss and take possible action on approval of detailed goals as part of the Bartlesville NEXT Strategic Plan. Presented by Laura Sanders, Assistant City Manager.

Ms. Sanders presented the revised Bartlesville Next Strategic Plan to the City Council, highlighting that the full plan consists of approximately 30 slides, which had been included in the Council's packet. She emphasized that her presentation would provide a high-level overview rather than a slide-by-slide reading. Beginning with the Development Process, she reported that City staff met four times over the last six months to evaluate and incorporate the City's mission statement and vision; citizen input via the Polco survey; the Comprehensive Plan; and the City Council Leadership Statement, which outlines the Council's focus on development and economic growth, community cohesion and identity, and quality of life. Key updates and recommendations are as follows:

1. Mission Statement
 - Current: "Through collaboration, we strive to provide exceptional public service and enhance the distinctive character of our community."
 - Proposed: "Enhancing our community through exceptional service."
 - Rationale: More concise, memorable, and retains the spirit and intent of the original.
2. Vision Statement
 - No changes; remains: "A Leading Community By Choice."
3. Core Values
 - Values remain: Integrity, Community, Service, Teamwork, Communication, Innovation
 - Definitions revised to better align with the Council's leadership statement and organizational intent.

Ms. Sanders continued reporting on strategic priorities and objectives as follows:

1. Financial Strength and Operational Excellence
 - Key Objectives & Goals:
 1. Staff recruitment, retention, development, safety, and morale (7 goals)
 2. Workplace improvement and modernization (accreditation, performance-based evaluation, IT integration; 5 goals)
 3. Communication and feedback (citizen and employee feedback; 4 goals)
 4. Governance best practices and municipal criminal code updates (2-year initiative)
2. Economic Vitality
 - Key Objectives & Goals:

1. Reevaluation of development policies (1 goal with multiple subparts)
2. Collaboration with economic development partners (2 goals)
3. Retention and attraction of young professionals and families (1 goal)
3. Community Collaboration
 - Focus areas: Child care, housing, homelessness, recreational sports and programming (1 key objective with multiple goals)
4. Effective Infrastructure Network
 - Key Objectives & Goals:
 1. Asset management program for infrastructure (1 main goal with steps)
 2. Road condition improvements using PCI (Pavement Condition Index)
 3. Storm sewer system improvement plan (2 goals)
5. Quality of Life
 - Key Objectives & Goals:
 1. Embrace unique community cultures (Library and City Beat initiatives)
 2. Develop and maintain healthy lifestyle options (parks, recreation, transportation)
 3. Ensure clean, bright, and vibrant community spaces (2 goals)

Discussion covered praise for Ms. Sanders' leadership and coordination in developing the plan who stated that emphasis was placed on the collaborative nature of the plan, with input from City directors and hundreds of participants. Continued discussion recognized the plan as an important tool for long-term, deliberate planning and noted the value of stepping back from day-to-day operational issues to focus on strategic priorities. Mr. Bailey highlighted the strength of the City's directors, noting the group's ability to work collaboratively and generate actionable plans that move the community forward.

Vice Mayor Dorsey moved to approve the detailed goals as part of the Bartlesville NEXT strategic plan as presented, seconded by Mr. Kirkpatrick.

Voting Aye: Vice Mayor Dorsey, Mr. Sherrick, Mr. East, Mr. Kirkpatrick, Mayor Curd
 Voting Nay: None
 Motion: Passed

15. Status update on FY 2025-2026 Agreement negotiations between the City of Bartlesville and Bartlesville Professional Fire Fighters, Local 200. Presented by Jess Kane, City Attorney.

Mr. Kane provided a status update on the ongoing negotiations between the City of Bartlesville and the Bartlesville Professional Firefighters Local 200 (IAFF Local 200). He reported that negotiations for the 2025–2026 agreement began in January and are ongoing; that the City has initiated the statutory arbitration process, naming its arbitrator; the Fire Union has named its own arbitrator; the parties are cooperating to name a third arbitrator through the Federal Mediation and Conciliation Service (FMCS); and that the arbitration process is currently on hold due to the FMCS furlough resulting from the federal government shutdown. He continued providing the key negotiation issues as follows:

1. Promotional Process Reform
 - Bartlesville is the largest municipality in Oklahoma that still promotes firefighters based on seniority.
 - Other comparable municipalities promote based on merit, rewarding excellence rather than longevity.
 - The city's proposed reform is to continue to reward longevity, but base promotions on merit and achievement.
2. Double-Time Pay for Forced Back Shifts
 - Due to minimum staffing requirements, the City can force back firefighters when a shift may fall below minimum manning levels.
 - Prior to 2023, forced-back firefighters were compensated at time-and-a-half.
 - In 2023, the contract increased compensation to double time, per Union request.

- Overtime for minimum manning has cost the City over \$400,000 in fiscal years 2023–2025.
 - Current policies can result in high-cost overtime, including scenarios where senior employees earning over \$100,000 are paid double time to cover shifts for lower-paid employees, when lower paid firefighters are unable to cover.
3. Sick Leave Usage
- Bartlesville firefighters used 12,414 hours of sick leave in fiscal year 2025, averaging 188 hours per firefighter which is significantly higher than comparable cities.
 - Examples of sick leave misuse include employees attending golf tournaments or performing personal business during sick leave.
4. Compensation and Benefits
- All firefighters earn over \$50,000 annually, with some exceeding \$100,000.
 - The union has requested a 6.5% raise, compared to 5% granted to other City employees.
 - Current clothing allowance is \$775 (average for peer cities: \$433). Union demand is \$1,200–\$1,500, nearly three times the peer average.

Mr. Kane concluded that the City's position is to seek fair and competitive compensation, balanced with responsible use of public funds. The reforms are intended to encourage merit-based promotions, prevent contract provisions susceptible to abuse, maintain equitable pay practices across City employees, and that the City remains open to negotiation with the Union during the arbitration hold.

Discussion covered that during the interim process while FMCS arbitration is paused, negotiations can continue outside arbitration; typical arbitration duration can vary depending on arbitrator availability; and the update and the complexity of the negotiations are acknowledged and appreciated. No formal action was taken. Mr. Kane stated that he will provide updates as negotiations progress.

16. New Business.

There was no new business.

17. City Manager and Staff Reports.

Mr. Bailey reported that the splash pads will close October 26.

The duck blind drawing is scheduled for 9 a.m. on October 24, 2025 at the Hudson Lake boat ramp. The fee is \$10 if drawn.

He encouraged citizens to sign up for City Beat newsletter.

18. City Council Comments and Inquiries.

Mayor Curd reported there are many great activities happening around the community and encouraged citizens to attend and participate.

Mr. Kirkpatrick reported that the Library/BPD/BFD block party was a success and had great food.

19. There being no further business to address, Mayor Curd adjourned the meeting at 7:51 p.m.

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk



Meeting Location:

**Tri County Tech
6101 Nowata Road
Bartlesville, OK 74006**

**MINUTES OF THE
SPECIAL MEETING
OF THE
BARTLESVILLE CITY COUNCIL
Wednesday, October 22, 2025
11:00 a.m.**

**MAYOR JAMES S. CURD, JR.
918-338-4282**

MINUTES

(Notice of Meeting & Agenda posted Monday, October 20, 2025 at 11:00 a.m.)

City Council members present were Mayor James S. Curd, Jr., Vice Mayor Trevor Dorsey, Councilmembers Aaron Kirkpatrick, Larry East and Tim Sherrick.

City staff present were: Mike Bailey, City Manager, Laura Sanders, Assistant City Manager, Kelli Williams, Chief Communications Officer, Kelli Wynn, Court Clerk, Judge Alan Gentges, Fire Chief H.C. Call, Police Chief Kevin Ickleberry, Police Officers K.C. Jackson and Nathan Mellon, and Elaine Banes, Executive Assistant.

- 1. The meeting was called to order by Mayor Curd at 11:00 a.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. Attend the Helping Organization Summit hosted by the Unsheltered Homeless Task Force.**
City Council and City staff attended and heard several presentations provided by the Task Force members.
- 4. Mayor Curd adjourned the meeting at 11:00 a.m.**

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk



Agenda Item 7.b.i.

Prepared by Kim Toulouse
Engineering Department
For 11/3/2025 City Council Meeting

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

SUBJECT:

Discuss and take action to appoint Mr. Dennis Halpin to the Street & Traffic committee.

Attachment: Mr. Halpin's application.

II. STAFF COMMENTS AND ANALYSIS

Mr. Halpin expressed interest in serving on the Committee per his application. His community involvement has been serving on the City Planning Commission, the Library Trust Authority and the Bartlesville Regional Chamber of Commerce. He currently volunteers at Hopestone Cancer Support Center and on the Bartlesville Film Authority. He would like to promote the assets, features and events in Bartlesville and encourage others to relocate to the Bartlesville area.

III. RECOMMENDED ACTION

Staff and the Street/Traffic Committee recommends to approve the appointment of Mr. Halpin to the Street & Traffic Committee, at the recommendation of Councilman East.

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Saturday, April 13, 2024 7:44 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Bartlesville Convention & Visitors Bureau
- Street and Traffic Committee

Name

Dennis Halpin

Residential Address

2001 Stanford Drive
Bartlesville, OK 74006
[Map It](#)

Home Phone

(518) 879-6038

Cell Phone

(518) 879-6038

Email

dhalpraid@aol.com

Ward Number

2

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

I have lived in Bartlesville for 20 years and have served on the City Planning Commission for 8 years including 2 years as the Chairman. I have also served on the Library Trust Authority for 3 years.

I was employed by Truist Credit Union from 2004 until 2023 as their Chief Financial Officer and President/CEO from 2018 to 2023. As an executive at Truist Credit Union I was able to be involved in many Bartlesville non-profit organizations.

I currently volunteer at Hopestone Cancer Support Center where my wife serves as the Executive Director.

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

I served on the Board of the Bartlesville Regional Chamber of Commerce for 8 years including 5 years on the Executive Committee and 1 year as Chairman.

- I have been a member of the Bartlesville Tuxedo Lions since 2015 and have attended many Rotary club and Kiwanis meetings.

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

On the Bartlesville Convention and Visitors Bureau I would like to see the Bureau continue to promote the assets, features and events of Bartlesville to encourage those outside of Bartlesville to consider visiting, holding events, or relocating to the Bartlesville area.

Elaine Banes

From: Laveta Fickel <fiftyfivepluscenter@yahoo.com>
Sent: Tuesday, October 14, 2025 12:05 PM
To: Elaine Banes
Subject: Board of Trustee

CAUTION: External Source. THINK BEFORE YOU CLICK!

Judith Hildebrand is going off board in November and Janice Carroll is going to replace her.

Janice Carroll
1515 Vista Drive
Bartlesville, Ok 74006
918-336-6585
Jnicec@yahoo.com

I gave her the information today to fill out before the November expiration date.

If you have questions let me know.

LaVeta

Elaine Banes

From: City of Bartlesville <ian@bitbrilliant.com>
Sent: Tuesday, October 14, 2025 12:57 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Bartlesville Adult Center Trust Authority

Name

Janice Carroll

Residential Address

1515 Vista Dr
Bartlesville, OK 74006-4725
[Map It](#)

Home Phone

(918) 336-6585

Cell Phone

(918) 336-6585

Email

JniceC@yahoo.com

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

I'm old. Several boards and committees over the last 42 years. One of which was the garbage committee for the city. YWCA, girl scouts, Jaycees, PARB, Westside Community Center, leadership Bartlesville, Daybreak Rotary.

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

Since 1982. See above.

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

Keep an eye on funds, help 55+ center

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approve a resolution directing filing and notification of the publication of the 2025 printed supplement to the Bartlesville Municipal Code.

Attachments:

Proposed Resolution
Supplement 32

II. STAFF COMMENTS AND ANALYSIS

The City contracts with Municode to prepare the City's supplements to the exiting Municipal Code. Pursuant to Section 14-110 of Title 11 of the Oklahoma Statutes, the City must adopt a resolution notifying the public of the publication and file a copy of the resolution and supplement in the offices of the County Clerks whom are affected by City of Bartlesville code changes.

III. RECOMMENDED ACTION

Staff recommends approval of the resolution as presented.

RESOLUTION NO. _____

A RESOLUTION DIRECTING FILING AND NOTIFICATION OF THE PUBLICATION OF THE 2025 PRINTED SUPPLEMENT TO THE BARTLESVILLE CITY CODE

WHEREAS, the City has contracted with Municode to prepare annual printed supplements to the City Code containing all permanent and general ordinances adopted in the past year and incorporating them into the codified and printed loose-leaf City Code books; and

WHEREAS, the City is required to publish its supplements and code of compiled penal ordinances and to deposit a copy with the County Law Library biannually pursuant to Sections 14-109 and 14-110 of Title 11 of the Oklahoma Statutes; and

WHEREAS, the City is required to adopt a resolution notifying the public of the publication of its supplements to the code pursuant to Section 14-110 of Title 11 of the Oklahoma Statutes and to file a copy of the Resolution in the Office of the County Clerk;

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

THAT, the public is hereby notified of the publication of the 2025 Supplements to the City Code; and

THAT, the City Clerk shall cause one copy of this Resolution and one copy of Supplements to the code to be filed with the Law Library of Washington County and Osage County; and

THAT, the City Clerk shall keep at least three copies of the Bartlesville City Code as supplemented available for public use, inspection and examination.

THAT, the City Code, as supplemented, shall be available electronically at https://library.municode.com/ok/bartlesville/codes/code_of_ordinances

DATED THIS 3rd DAY OF November, 2025.

James S. Curd, Jr., Mayor
City of Bartlesville, Oklahoma

ATTEST:

Jason Muninger, CFO/City Clerk

BARTLESVILLE MUNICIPAL CODE

Looseleaf Supplement

This Supplement contains all ordinances deemed advisable to be included at this time through:

Ordinance No. 3597, enacted October 7, 2024.

See the Code Comparative Table for further information.

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Insert and maintain this instruction sheet in front of this publication. File removed pages for reference.

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P.O. Box 2235 Tallahassee, FL 32316

PREFACE

The Bartlesville, Oklahoma Municipal Code, originally published by Municipal Code Corporation in 1986, has been kept current by regular supplementation by Matthew Bender & Company, Inc., its successor in interest.

Beginning with Supplement No. 18, Municipal Code Corporation will be keeping this code current by regular supplementation.

During original codification, the ordinances were compiled, edited and indexed by the editorial staff of Municipal Code Corporation.

The code is organized by subject matter under an expandable three-factor decimal numbering system which is designed to facilitate supplementation without disturbing the numbering of existing provisions. Each section number designates, in sequence, the numbers of the Title, chapter, and section. Thus, Section 2.12.040 is Section .040, located in Chapter 2.12 of Title 2. In most instances, sections are numbered by tens (.010, .020, .030, etc.), leaving nine vacant positions between original sections to accommodate future provisions. Similarly, chapters and titles are numbered to provide for internal expansion.

In parentheses following each section is a legislative history identifying the specific sources for the provisions of that section. This legislative history is complemented by an ordinance disposition table, following the text of the code, listing by number all ordinances, their subjects, and where they appear in the codification; and beginning with Supplement No. 18, legislation can be tracked using the "Code Comparative Table and Disposition List."

A subject-matter index, with complete cross-referencing, locates specific code provisions by individual section numbers.

This supplement brings the Code up to date through Ordinance No. 3597, passed October 7, 2024.

Municipal Code Corporation
1700 Capital Circle SW
Tallahassee, FL 32310
800-262-2633

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Preamble

We, the People of the City of Bartlesville, in the State of Oklahoma, under the authority of the Constitution of said State, in order to provide for a more representative, efficient, and economical administration of municipal government, do hereby adopt, ordain, ratify, and establish this Amended Charter of the City of Bartlesville, Oklahoma, which shall become and be the organic law of the city, and shall supersede any existing charter and all laws affecting the organization and government of the city which are in conflict therewith. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

ARTICLE 1. BOUNDARIES, POWERS, FORM OF GOVERNMENT, RIGHTS, LIABILITIES

Section 1. The inhabitants of the City of Bartlesville, in the State of Oklahoma, within the corporate limits as now established or as hereafter established in the manner provided by law, shall continue to be a municipal body politic and corporate, in perpetuity, under the same name and with the same boundaries, with power and authority to change its boundaries in the manner authorized by law.

Section 2. The City of Bartlesville, within the corporate limits as now established or as hereafter established in the manner provided by law, shall have perpetual succession, and shall succeed to, own, possess, and control all the books, records, documents, and the property, real, personal or mixed, together with all choses in action and claims, belonging to and possessed by the said city, prior to and at the time of the adoption of this Amended Charter. It shall be subject to, and liable for, all legal debts, obligations, judgments and bonds for which said city is bound at the time this Amended Charter shall become effective.

Section 3. The municipal government provided by this Amended Charter shall be known as a council-manager form of government. Pursuant to its provisions and subject only to the limitations imposed by law and by this Amended Charter, all powers of the city shall be vested in

an elective city council, hereinafter referred to as "the council," which shall enact local legislation, adopt budgets, determine policies, and appoint such officers and employees as it may deem necessary or convenient for the execution and administration of the government of the city. All powers of the city shall be exercised in the manner prescribed by this Amended Charter, or if the manner be not prescribed, then in such manner as may be prescribed by ordinance. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 4. The city shall have the power to sue and to be sued, plead and be impleaded, intervene, prosecute and defend in all courts; and shall have the power to make contracts and to acquire property, by purchase or otherwise, necessary for the public good and own, hold, sell, lease, convey or otherwise dispose of any real or personal property within or outside of the city limits. It shall have the power within the limit prescribed by the State Constitution and laws to accept and administer Federal and State grants-in-aids as it may deem necessary or convenient to accomplish the purpose or purposes of which such grants may be made. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 5. The city shall have all the powers granted to municipal corporations and to cities by the Constitution and general laws of the State, not rendered inoperative by the adoption of this Amended Charter, with all the implied powers necessary to carry into execution all the powers granted. The city may acquire property within and without its corporate limits for any city purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation, and may sell, lease, mortgage, hold, manage and control such property as its interests may require; and, except as prohibited by the Constitution of this State or restricted by this Amended Charter, the city shall and may exercise all municipal powers, functions, rights, privileges, and immunities of every name and nature whatsoever. The enumeration of particular powers by this Amended Charter shall not be deemed to be exclusive or limiting and in addition to the powers enumerated herein or implied hereby, or appropriate to the exercise of such

powers, it is intended that the city have and may exercise all powers which, under the Constitution of this State, it would be competent for this Amended Charter specifically to enumerate. The city shall have legislative, executive, and judicial power necessarily incident to, or proper in, the conduct of its business and affairs, and such as will promote the interests and secure the rights of its inhabitants, as fully as if specifically enumerated herein. The enumeration of any particular powers shall in no wise limit the plenary powers above provided for said city. No law relating to cities of the first class hereafter enacted by the State of Oklahoma, shall operate as a repeal, diminution or limitation of the powers conferred upon the city by this Amended Charter. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

ARTICLE 2. ELECTIVE OFFICERS, CITY COUNCIL

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

- (a) Appoint and remove persons to those positions enumerated in Article 2, Section 5 to which the power of appointment and removal is vested in the City Council.
- (b) Enact, implement and enforce local legislation subject to such limitation as may now or hereafter be imposed by the State Constitution and law.
- (c) Raise revenue, make appropriations, regulate salaries and wages, and all other fiscal affairs of the city, subject to such limitation as may now or hereafter be imposed by the State Constitution and law.
- (d) Inquire into the conduct of any office, department or agency of the city and investigate municipal affairs or authorize such inquiry or investigation.

- (e) Appoint or elect and remove by majority vote its own subordinates, members of commissions, trusts, boards, and other quasi-legislative or quasi-judicial officers and authorities, when and if established, or prescribe the method of appointing or electing and removing them.
- (f) Regulate the organization and functioning of the municipal court and of the minor violations bureau, when and if established, within the limits prescribed by the State Constitution and this Amended Charter.
- (g) Create, change and abolish offices, departments and agencies other than the offices, departments and agencies established by this Amended Charter; and assign additional functions and duties to offices, departments and agencies established by this Amended Charter.
- (h) Grant pardons, including the remission of fines and costs, upon the recommendation of the municipal judge.
- (i) Adopt a corporate seal and alter it at pleasure. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

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

end on the first Monday of December, 2012, and the terms of office for members from wards 2 and 4 will end on the first Monday in December, 2012. The council members shall be qualified electors of the city for six months prior to the first day of the filing period and each council member must be a qualified resident of his respective ward for six months prior to the first day of the filing period. Each Council member's primary residence shall be located in his ward and must remain so throughout the tenure of office. For the purpose of this section, primary residence shall mean the place where the council member actually resides for the majority of each calendar year and the address listed by the council member as his abode for purposes of reporting to State and Federal agencies and which would qualify for a "homestead exemption" of the property if the property is owned by the council member. If a council member ceases to be a resident of the ward in which elected to represent, he shall thereupon cease to be a member of the council. A council member must have a record free of felony convictions. A council member must be at least twenty-five (25) years of age at the time of his election to office. No council member may hold any position in the city government by appointment of the city manager. A member of the city council shall hold no other public office which would constitute a conflict of interest according to State Statutes. *(Amended by vote of the electorate at an election held on November 2, 2010; Amended by vote of the electorate at an election held on April 2, 2024.)*

Section 3. The number of wards of the city shall not be changed except by amendment of the Charter; but whenever it shall appear to the city council that it is to the best interest of the city to change either the boundary or name, or both the boundary and the name, of any ward or wards of the city, the city council may, by a vote of two-thirds of its members, order and cause the same to be done. Provided, that no such change shall be made until notice of the proposed change shall be given thirty days thereto, by inserting a notice of such proposal at least one time in a newspaper published in the city. Provided, that if and when a petition shall be presented to the council, signed by fifty-five percent of the quali-

fied electors of the city, as shown by the preceding general municipal election, praying for a change in the name, number, or boundary of wards of the city, the council shall, within ten days after the filing of such petition, change such wards to conform to the prayer of the petition, but no such change shall take effect, except for election purposes, until after the next general election and until the installation of officers.

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

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

Section 6. If a vacancy shall occur in the office of any council member the council shall appoint an eligible person to fill the vacancy until the next general municipal election, subject, as are other council members, to recall. A vacancy shall exist when an elective officer fails to qualify within thirty days after notice of his election, dies, resigns, moves from the ward elected from, unless subject to the grandfather provision set forth in Section 2 hereof, absents himself continuously for three months, except on account of sickness, is convicted of a felony, is adjudged mentally incompetent, or shall be recalled under the provisions of this Amended Charter or may be removed pursuant to State law. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 7. The council shall hold regular meetings on the first Monday of each month, and at such other time or times as the council may, by ordinance, designate, and may hold such adjourned meetings as it may find necessary or convenient for the dispatch of its business; provided, that if a regular meeting falls on a legal holiday the meeting shall be held on the next succeeding day. Special meetings of the council may be called by the mayor, or by three council members, at any time, on such notice as required by State law. *(Amended by vote of the electorate at an election held on April 2, 2024.)*

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

Section 9. Within sixty (60) days of the approval of the Amended Charter by the Governor, meeting rules of procedure will be adopted by the city council. They will remain in effect until modified by the city council. Each city council elected in successor years will undertake a review of the rules of procedure to determine whether changes or additions are warranted. In addition, within sixty (60) days of the approval of the Amended Charter by the Governor, the city council shall adopt rules regarding the process to be followed for appointment, replacement and removal of members to all commissions, board and trusts

covered by the provisions of Article 2, Section 1 of the Amended Charter, which process will remain in effect until modified by the city council. Each city council elected in successor years will undertake of review of the procedures to determine whether changes are appropriate. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

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

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

Section 12. The terms of office of a newly elected city council shall begin at 12:01 o'clock a.m., on the first Monday of the month following each election and they shall hold their first meeting and be inducted into office as soon thereafter as may be possible. *(Amended by vote of the electorate at an election held on November 2, 2010; Amended by vote of the electorate at an election held on April 2, 2024.)*

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

ARTICLE 3. NOMINATION AND ELECTIONS

Section 1. Beginning in November of 2012, and for each two years thereafter, a general election will be called in November per the Election Board in even numbered years, in accordance with the laws of the State of Oklahoma

in force at the time of holding such elections.
*(Amended by vote of the electorate at an election
held on November 2, 2010.)*

CHARTER COMPARATIVE TABLE

CHARTER COMPARATIVE TABLE

Date of Referendum	Approved by the Governor	Disposition
4- 5-1983	12- 5-1983	Art. 3, § 6
4- 2-1985	*	Arts. 1—18
1-13-1987	3- 5-1987	Arts. 1—18
11- 2-2010	12-28-2010	Char. Art. 1, §§ 1—5
		Char. Art. 2, §§ 1—13
		Char. Art. 3, §§ 1—5
		Char. Art. 4, §§ 1—6
		Char. Art. 5, §§ 1—20
		Char. Art. 6, §§ 1—4
		Char. Art. 7, § 1
		Char. Art. 8, §§ 1—6
		Char. Art. 9, §§ 1—9
		Char. Art. 10, §§ 1, 2
		Char. Art. 11, § 1
		Char. Art. 12, § 1
		Char. Art. 13, § 1
		Char. Art. 14, §§ 1, 2
		Char. Art. 15, §§ 1—4
		Char. Art. 16, §§ 1—17
		Char. Art. 17, §§ 1—8
		Char. Art. 18, § 1
		Char. Art. 19, §§ 1, 2
4- 2-2024	6- 5-2024	Char. Art. 2, §§ 2, 7, 12

***Editor's note**—(The Charter amendment approved by the voters on April 12, 1985, was approved by the Governor. The date of approval was not available to the publishers.

(c) The transportation committee shall meet in public meeting, in accordance with all open meeting laws as needed. A quorum necessary to conduct an official meeting shall consist of at least three (3) members.

(d) The transportation committee shall elect from its membership a chairman and a vice-chairman. The city engineer, community development director, and chief financial officer shall provide staff support to the transportation committee.

(Ord. No. 3497, § 2, 7-2-18)

Sec. 2-163. Duties and responsibilities.

The transportation committee shall serve in an advisory capacity to the city council and be charged with the following duties and responsibilities:

- (1) Assess community needs as it pertains to providing an efficient and financially sustainable multi modal transportation system for all users, including but not limited to, pedestrians, bicyclists, motorists, and transit riders of all ages and abilities;
- (2) Identify best design practices to ensure that public streets are built to be safe and convenient for all users, regardless of mode of transportation;
- (3) Assess opportunities to improve mobility through the community by developing transit and rideshare collaborations and partnerships with existing public or private agencies or organizations;
- (4) Explore emerging transportation operating models and technologies that have the potential to improve the performance, efficiency, and safety of the city's transportation systems; and
- (5) Evaluate and assess the financial sustainability of potential transportation improvement policies, ordinances, strategies, projects, and investment opportunities that may enhance the city's transportation system.

The transportation committee has no authority to make decisions binding on the city.
(Ord. No. 3497, § 3, 7-2-18)

DIVISION 9. KEEP BARTLESVILLE BEAUTIFUL COMMITTEE

Sec. 2-164. Title.

This division shall be known as the "Keep Bartlesville Beautiful Ordinance."

(Ord. No. 3581, § 1, 6-1-23; Ord. No. 3594, § 1, 8-5-24)

Sec. 2-165. Findings and purpose.

The City Council of Bartlesville finds that enhancing the visual appeal and environmental sustainability of the city is of utmost importance. To achieve this goal, the City Council hereby establishes the Keep Bartlesville Beautiful (KBB) committee under article III, division 9 of the City Code.

(Ord. No. 3581, § 2, 6-1-23; Ord. No. 3594, § 2, 8-5-24)

Sec. 2-165.1. Creation of Keep Bartlesville Beautiful.

(a) The Keep Bartlesville Beautiful committee (hereinafter referred to as "KBB") is hereby established as a city government committee.

(b) KBB shall operate under the provisions set forth in the City Code, article III, division 9, and these ordinances.

(Ord. No. 3581, § 3, 6-1-23; Ord. No. 3594, § 3, 8-5-24)

Sec. 2-165.2. Purpose of Keep Bartlesville Beautiful.

The purpose of KBB shall be to lead, coordinate, and promote beautification efforts within Bartlesville, Oklahoma. The committee shall work towards enhancing the aesthetic appeal of the city, promoting sustainability, and fostering community engagement through collaborative initiatives, education, and advocacy.

(Ord. No. 3581, § 4, 6-1-23; Ord. No. 3594, § 4, 8-5-24)

Sec. 2-165.3. Composition of Keep Bartlesville Beautiful.

(a) KBB shall consist of seven (7) members appointed by city council representing various city departments, community organizations, local businesses, and residents from within the city limits.

(b) The committee shall include one (1) council representative, a member from the park board, and five (5) representatives appointed by city council.

(c) KBB shall have a committee comprising the chair, vice-chair, volunteer coordinator, event and education coordinator, and marketing coordinator.

(d) The community development director shall serve as an ex officio member of the committee. (Ord. No. 3581, § 5, 6-1-23; Ord. No. 3594, § 5, 8-5-24)

Sec. 2-165.4. Term, vacancies, compensation, and meetings.

(a) The term of office of the five (5) representatives appointed by city council shall be three (3) years and until each member's successor in office has been appointed and qualified.

(b) Any vacancy that may occur for any reason may be filled for the unexpired term in the same manner as the original appointment.

(c) No consideration for services shall be allowed to any member thereof. Meetings of the KBB shall be in accordance with all open meeting laws.

(d) KBB shall hold regular monthly meetings as set by the committee. The chairman may call special meetings. (Ord. No. 3581, § 6, 6-1-23; Ord. No. 3594, § 6, 8-5-24)

Sec. 2-165.5. Duties and powers of Keep Bartlesville Beautiful.

(a) KBB shall actively engage in strategic planning, identifying beautification projects, and developing programs to enhance the city's visual appeal.

(b) The committee shall coordinate volunteer efforts, publicize success stories, and collaborate with local organizations to maximize community engagement in beautification, maintenance, and clean-up activities.

(c) KBB shall have the authority to solicit and accept funds, grants, donations, and other financial resources to support its beautification initiatives, subject to city council approval. (Ord. No. 3581, § 7, 6-1-23; Ord. No. 3594, § 7, 8-5-24)

Sec. 2-165.6. Reporting.

KBB shall report to the city council on its activities, progress, and financial status annually or as requested by the city council. (Ord. No. 3581, § 8, 6-1-23; Ord. No. 3594, § 8, 8-5-24)

ARTICLE IV. OFFICERS AND EMPLOYEES*

DIVISION 1. GENERALLY

Sec. 2-166. Powers of certain officers.

(a) The codes enforcement inspector, building inspector, and health inspector of the city are hereby given authorization to issue citations for the violation of city ordinances and codes in the areas for which they have inspection authority. The officers of the city, are not authorized to effect the physical arrest of persons without a proper warrant being issued.

(b) Appropriate uniforms and badges in line with their law enforcement duties are required. (Ord. No. 2496, §§ 1, 2, 10-1-84)

Secs. 2-167—2-175. Reserved.

***Charter references**—Appointive officers, Art. 5; city treasurer, Art. 5, §§ 2-4; city attorney, Art. 5, §§ 5, 6; city manager, Art. 5, §§ 7-15; city clerk, Art. 5, §§ 16, 17; municipal judge, Art. 5, §§ 18-20.

Cross reference—Traffic engineer, § 19-86 et seq.

State law references—Officers and employees, 11 O.S. § 1-102 et seq.; definition of officer, 11 O.S. § 1-102; conflict of interest, 11 O.S. § 8-113.

Chapter 17

STREETS, SIDEWALKS AND OTHER PUBLIC PLACES*

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***Charter references**—Public places, Art. 15; public library, Art. 13.

Cross references—Civil defense, § 2-461; animals, Ch. 3; street numbering, § 4-236 et seq.; fire prevention and protection, Ch. 6; business taxes, licenses and regulations, Ch. 5; flood prevention and control, Ch. 7; garbage and trash, Ch. 8; health and safety, Ch. 9; nuisances, Ch. 11; offenses, Ch. 12; parks and recreation, Ch. 13; signs and advertising, Ch. 16; traffic and vehicles, Ch. 19; utilities, Ch. 20; zoning, App. A.

State law references—Roads and streets, 11 O.S. § 36-101 et seq.; improvement districts, 11 O.S. § 39-101 et seq.; cooperation by state, 69 O.S. §§ 303, 317; bridges, 69 O.S. §§ 611, 612; sidewalks, 11 O.S. § 22-117; obstructions, 11 O.S. § 36-107, 69 O.S. § 1208 et seq.

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ARTICLE I. IN GENERAL**Sec. 17-1. Obstructing of drainageways.**

A. Regulation. It is unlawful for any person, firm, or corporation, in person or by his agent or employee to dump, deposit, place or otherwise cause to be placed any trash, landscape debris, construction materials, earthen fill, or other materials or debris of any kind whatsoever into stormwater facilities or within or along the banks of any natural or man-made stream, creek, channel, watercourse, drainageway or retention/detention basin or in adjacent floodplain areas which may wash into streams and/or stormwater facilities or to cause any construction which obstructs the flow of water. Provided that this section shall not apply to any construction or deposition of material under a permit authorized by any ordinance of the city.

B. Enforcement. The code enforcement officer and other duly authorized employees of the City of Bartlesville shall be permitted to enter upon all properties for the purpose of investigation, inspection, observation, and taking enforcement action in accordance with the provision of this chapter.

C. Penalty.

1. Any person, firm, or corporation agent or employee found to be violating the provision of this chapter shall immediately and at his expense remove all such material upon written notice by the city. The offender shall, within the period of time stated in such notice, permanently abate and cease all violations.
2. Any person, firm, or corporation agent or employee who shall violate the provision of this chapter shall be deemed guilty of a misdemeanor punishable as provided in section 1-18 for violations of the provisions of this Code.

(Code 1978, § 9.47.010; Ord. No. 3184, §§ 1—3, 11-21-05)

Secs. 17-2—17-15. Reserved.**ARTICLE II. STREET DEPARTMENT*****Sec. 17-16. Established.**

There is established a street department. The head of the street department is the street superintendent appointed by the city manager for an indefinite term and removable by the city manager. The street superintendent is an officer of the city and has supervision and control of the street department.

(Code 1978, § 2.26.010)

Sec. 17-17. Powers and duties.

The street department maintains the public streets and alleys of the city, maintains drainage systems and performs construction activities as assigned by the city manager. In addition, the street department installs and maintains all traffic control devices including signal lights, traffic signs, street markings and street signs. (Code 1978, § 2.26.020; Ord. No. 2621, § 6, 12-21-87)

Secs. 17-18—17-30. Reserved.**ARTICLE III. STREETS†****DIVISION 1. GENERALLY****Secs. 17-31—17-40. Reserved.****DIVISION 2. DAMAGE****Sec. 17-41. Vehicles prohibited.**

No person shall move or cause to be moved over or upon any of the streets, alleys, sidewalks, or other public grounds of this city, either paved or unpaved, any threshing machine, ditching machine, traction engine, or any other heavy piece of machinery of an extreme or abnormal weight, except as provided in this article.

(Code 1978, § 12.04.010)

*Cross reference—Departments, § 2-326 et seq.

†State law references—Improving streets and sidewalks, 11 O.S. §§ 36-101, 36-103; provisions on streets and sidewalks, 11 O.S. §§ 36-101 et seq.

Sec. 17-42. Permit required.

Before any person moves any such threshing machine, ditching machine, traction engine, or any other heavy piece of machinery on or upon any of the streets, alleys, sidewalks, or other public grounds, an application shall be made to the city engineer for a permit to do so. Such application shall give all necessary details in connection with the desired removal, the date and exact time of day or night when such removal is to be made, a full description of the route to be traversed during such removal, the exact beginning and ending points, and the number or some particular identifying mark of the piece of machinery so removed. The city engineer shall issue a permit to move such machinery in accordance with this chapter. Such application and permit shall be made on a form to be supplied by the city.
(Code 1978, § 12.04.020)

Sec. 17-43. Manner of movement.

If the wheels on any traction engine, ditching machine, threshing machine, oil well drilling machine, heavy automobile, truck, or any other heavy machine, wagon, or vehicle of abnormal or unusually heavy type have lugs or projections on the face of the tires thereof, or if such tires are insufficiently wide, or are not of such style or construction as to prevent the marring of or causing damage to any of the street crossings or paved streets, alleys, or other public grounds along the route to be traversed, a good and sufficient plank flooring shall be laid so as to protect the pavement from any and all damage, and from being marred by any such machine.
(Code 1978, § 12.04.030)

Sec. 17-44. Damage cost.

No person shall drive or cause to be driven on any of the paved streets or alleys of this city an automobile from which the rubber tire has been removed, except that the iron or wooden rim thereon shall be perfectly flat and sufficiently wide not to mar or injure the pavement over which it is driven, nor shall any person or persons drive or cause to be driven, hauled, or dragged, any vehicle or contrivance of any kind

over, on, or upon any of the paved streets or alleys that will in any manner mar or injure such pavement. The marring or injuring of pavement in any such manner shall render the person or persons guilty thereof guilty of a misdemeanor and punishable therefor. The damage so caused shall be held as a charge or lien against the vehicle or contrivance causing such damage, and also against the owner or operator thereof.
(Code 1978, § 12.04.040)

Sec. 17-45. Chains on trucks.

The use of chains on motor trucks rated at over one ton capacity is prohibited upon any of the paved streets, alleys, or other public places in the city; and it is unlawful for any person to drive or cause to be driven on any of the paved streets, alleys, or other public places any motor truck rated at more than one ton capacity while chains are on the tires of such truck; provided, that when the paved streets and alleys are covered with ice, the use of chains is permissible.
(Code 1978, § 12.04.050)

Secs. 17-46—17-60. Reserved.**ARTICLE IV. SIDEWALKS*****DIVISION 1. GENERALLY****Sec. 17-61. Scope.**

The construction activities discussed in this article are construction projects and must receive special attention in the permitting process, due to their frequency of occurrence and specific design/construction requirements. All of the activities herein require a permit in addition to other permits provided by other applicable ordinances. (Ord. No. 3555, § 1, 5-2-22; Ord. No. 3587, § 1, 4-1-24)

*State law reference—Sidewalks, 11 O.S. §§ 36-101—36-104.

Sec. 17-62. Sidewalks and driveways.

(a) *Definitions.* Unless otherwise provided, for the purposes of this section, the following words and phrases shall have the meanings given herein:

Curb shall be construed to mean the raised paved structure along the edge of a street.

Driveway shall be construed to mean any vehicular entrance or exit connected to any street.

Public sidewalk shall be construed to mean any paved walkway within the public right-of-way which is a public land parcel that includes the street and a strip of land on either side of the street. The right-of-way is typically owned and maintained by the city or local municipality. In addition, public sidewalks maybe located within easements that are designated for public use. An easement is a legal right to use another's land for a specific limited purpose. A sidewalk is made from various materials. Concrete, bricks, paving stone, wood (used in boardwalks). Grass sidewalks refer to pathways where the original hard surface, such as concrete or asphalt, has been overgrown with grass and may need to be brought into compliance with the above material standards.

(b) *Permits.* No person shall construct or repair any sidewalk, driveway, or curb in City of Bartlesville street right-of-way without having first procured a permit.

(c) *Maintenance by property owner.* The maintenance of sidewalks shall be a private responsibility. It shall be unlawful for any person, owner, his agent or representative, owning or having in his charge or under his control, any property in the city, to permit any sidewalk or driveway abutting upon such property to become dilapidated or out of repair so as to endanger the public safety and the public travel thereon. In any instance where the responsible private party fails to maintain an abutting sidewalk or driveway in a safe condition and such failure becomes known to the director, the director shall determine the nature and extent of any repairs necessary to eliminate any existing hazard to public safety and travel, and he shall give written notice to

such person to repair the sidewalk or driveway within ten (10) days. If the sidewalk or driveway is not properly repaired within ten (10) days after the service of notice, then the owner, agent or representative of such owner having charge of such property shall be deemed guilty of violating this article, and Chapter 11 of the Bartlesville Municipal Code. Each day that the sidewalk or driveway is left in an unsafe or dangerous condition after the expiration of the ten (10) days' time shall constitute a separate offense and be punished by a fine as provided in Chapter 11 of the Bartlesville Municipal Code.

(d) *Permit application fee waiver for minor repair.* The permit application fee for minor repair (as defined herein) of existing sidewalk shall be waived.
(Ord. No. 3555, § 1, 5-2-22; Ord. No. 3587, § 1, 4-1-24)

Sec. 17-63. Required sidewalks and fee-in-lieu option.

(a) *Definitions.* Words and terms not defined in this section shall have the meanings given to them by the subdivision regulations and zoning regulations of the City of Bartlesville ("city"), other ordinances of the City, and statutes of the State of Oklahoma, all as amended from time to time, or by common and ordinary usage if not defined elsewhere. For the purposes of this section, the following words, terms, and phrases shall have the meanings prescribed in this section, unless otherwise expressly written:

Agent: A person authorized to act on behalf of another person or entity concerning a construction project.

Applicant: The owner of real property upon which a construction project is planned or has commenced, or an agent of such owner.

Arterial street: A street designated as an arterial street on the Bartlesville Street Functional Classification and/or trafficway plan, and the Bartlesville Subdivision Regulations, including, but not limited to, principal arterials, major arterials, and minor arterials. It has a high volume of traffic and is not intended to be a residential street. An arterial provides connec-

tions with major state and interstate roadways and has a high potential for the location of significant community facilities as well as retail, commercial and industrial facilities.

Building permit: Formal written permission by the city to perform construction, alteration, repair or related activities within the municipal limits of the City or within its jurisdictional control, as required by ordinance.

Certificate of occupancy: A document issued by the city certifying that a building is in compliance with applicable building codes and other requirements, and indicating that the building is in a condition suitable for occupancy.

Certificate of compliance: A document issued by the city certifying that an accessory building that is not inhabited, or other structure or improvement, is in compliance with applicable building codes and other requirements, and indicating that it is in a condition suitable for its intended use.

City limits: The outer boundary of the area lying within the territory of the City of Bartlesville.

Collector street: A street that is either (i) designated as a collector street on the Bartlesville Street Functional Classification and/or trafficway plan, and the Bartlesville Subdivision Regulations, or (ii) intended to move traffic from local streets to arterial streets and highways, or from local roads to secondary arterials. It functions to conduct traffic between arterial streets and/or activity centers. It conducts traffic to an activity center or a higher classification street. It is a principal traffic artery within residential areas and carries relatively high volume. A collector has potential for sustaining minor retail or other commercial establishments or their traffic along its route which will influence the traffic flow.

Construction project: An organized undertaking at a specific location to complete predetermined objectives for the planning, design, construction, repair, improvement or expansion of buildings or facilities, as detailed in construction plans, specifications and other related documents.

Curb and gutter: The area abutting a street designed for the collection of stormwater runoff and providing a raised barrier for the safety of pedestrians and vehicular traffic.

Development(s): Buildings, facilities, improvements, or locations, whether planned, under construction or which are completed, which currently create pedestrian demand or which are likely to create pedestrian demand in the future.

Director: The director of community development, or his or her designee.

Director of engineering: The director of the engineering department, or his or her designee.

Easement: An easement is a legal right allowing an entity to use a portion of another entity's property for a specified purpose, without owning it. This is often granted for utilities or public pathways like sidewalks.

Fee-in-lieu: Payment of a fee rather than constructing required sidewalk(s) and sidewalk infrastructure which has been deferred in accordance with this section.

Legacy subdivisions: These refer to subdivisions within the City of Bartlesville that were designed, approved, and platted prior to the year 2000. Owing to the planning norms and infrastructure requirements of their time, many of these subdivisions did not incorporate sidewalks. As a result, they often lack the pedestrian pathways that newer developments typically include. These areas represent a unique challenge for urban planning, as they require retroactive integration into the modern, interconnected pedestrian infrastructure.

Local street (residential street): A street, whether privately or publicly maintained, which provides access to each parcel of land within the residential neighborhood and within industrial areas, and in a manner that will discourage use by through traffic. The primary purpose is to conduct traffic to and from dwelling units to other streets within the street hierarchy. They should be planned so that future expansion will not require the conversion of local streets to

collector or arterial street functions. Ingress and egress to residential properties should be provided only on local streets.

Mobility scooter: An electrically powered scooter designed for people with restricted mobility, typically those who are elderly and/or disabled.

Minor repair: Repair of existing sidewalk by filling, patching or sealing of cracks or spalling, or repair by grinding, beveling, or cutting to remedy differences in vertical grade of existing sidewalk such as upheavals, buckling, and settling.

Ordinance: A legislative act of the city council of the city which has become effective in accordance with the amended charter of the city.

Owner: The person or entity having legal title to the real property upon which a construction project is planned, has commenced or is completed.

Pedestrian: A person traveling on foot (walking or running), or in an equivalent manner such as by means of a wheelchair or mobility scooter.

Pedestrian circulation system: Improvements, whether public or private, including, but not limited to, sidewalks, parking lots, streets, paths, and trails, which provide connectivity and walkability between residential areas, businesses, schools, parks, and other pedestrian generators.

Sidewalk infrastructure: Improvements designed and constructed for the purpose of pedestrian use and travel which includes, but is not limited to, sidewalks, curb cuts and ramps, and retaining walls necessary for sidewalk construction.

Zoning clearance certificate: Formal written permission by the city to perform construction or installation of an accessory building two hundred (200) square feet or less, wireless communication tower fifty (50) feet in height or less, portable on-demand storage unit, fence (seven (7) feet or under), wall (four (4) feet or under), swimming pool less than twenty-four (24) inches in depth, uncovered patio, RV/boat/trailer storage, or gravel parking area.

(b) *Required sidewalks.* Sidewalks are required to be installed on both sides of arterial streets, collector streets and also on both sides of residential (local) streets, except as set forth herein. The director, or the director's designee, may also require the installation of sidewalks in other locations when determined that such sidewalks will contribute to a logical and well-connected pedestrian circulation system prioritize and actively seek opportunities to integrate these disconnected pathways into the main sidewalk network, ensuring a logical, well-connected pedestrian circulation system.

(1) *When sidewalks are required.* The sidewalk requirements of this subsection 17-63(b) shall apply to all:

- a. Subdivision of land by platting;
- b. Development for which a building permit, certificate of occupancy or certificate of compliance is required in critical sidewalk areas;
- c. For any new streets or city refurbishment projects, thereby ensuring that sidewalks remain an integral part of any transportation project.

(2) *When sidewalks are not required.*

- a. Sidewalks are not required in legacy subdivisions as long as there are not any existing sidewalks within the legacy subdivision that were constructed as part of the original development (excluding sidewalks installed by owners at their discretion) and not installed by the city.

(3) *Sidewalk design and construction standards.* The standards for sidewalk design and construction shall be the standards approved and adopted by the city's engineering department.

(4) *Removal of sidewalks.* Sidewalks may not be removed without the written approval of the City of Bartlesville.

(5) *Sidewalk fee-in-lieu option.*

- a. The primary goal of this option is to directly address the issue of 'orphaned sidewalks'—those

stretches of pavement that exist in isolation, disconnected from the broader network. By collecting fees in lieu of immediate sidewalk construction, the city can pool resources and prioritize the development and maintenance of sidewalks in areas that experience significant pedestrian traffic. This approach not only fosters a more systematic and interconnected walking environment but also maximizes the safety and accessibility of key pedestrian routes throughout Bartlesville. An applicant may elect to pay a fee in lieu of constructing the sidewalk as required above, provided that the sidewalk location is not listed in the critical sidewalk areas in subsection (c) below.

- b. If an applicant chooses to utilize the fee-in-lieu option for sidewalk construction, they must submit a request to the street and traffic committee for review and approval. The committee should consider the following five (5) criteria as part of their review process:

1. *Long-term urban development plans.* The request should be evaluated against the city's long-term urban development plans to ensure alignment with future growth and changes.
2. *Impact on pedestrian safety and accessibility.* Assess how the absence of a sidewalk at the specific location would affect pedestrian safety and accessibility.
3. *Consistency with surrounding infrastructure.* Evaluate how the proposed fee-in-lieu aligns with the existing infrastructure and planned developments in the area.
4. *Historical and cultural considerations.* Consider any historical or cultural

significance of the area that might be affected by the absence of a sidewalk.

5. *Community input and needs.* Consider the community and their needs, ensuring that the decision reflects the interests of the community.

(c) *Critical sidewalk areas.* The following listed areas and locations within the City of Bartlesville are designated as "critical sidewalk areas." Sidewalks are required to be constructed within critical sidewalk areas. The fee-in-lieu option is not available and deferral of sidewalk construction and payment of a sidewalk fee-in-lieu will not be approved for a construction project within a critical sidewalk area, unless otherwise permitted by this section.

CRITICAL SIDEWALK AREAS:

- (1) Properties abutting or connecting to an existing sidewalk within one hundred (100) feet of the construction project.
- (2) Properties abutting arterial or collector streets and are within one hundred (100) feet of an existing sidewalk but that are not located within a legacy subdivision.
- (3) New subdivisions (nonlegacy subdivisions) or replats of existing subdivisions.

(d) *Fee-in-lieu option for property not within a critical sidewalk area.* An applicant desiring to defer sidewalk construction and pay a fee-in-lieu of construction for a project which is not within a critical sidewalk area as listed in subsection 17-63(c) above shall submit an "Application for Deferral of the Requirement to Construct Sidewalks and Payment of a Fee-in-Lieu" ("application") to the community development department, together with such other information and supporting documentation as may be required or necessary to process the application and determine the eligibility of the applicant. The director, or the director's designee, shall review the completed application and shall approve deferral of sidewalk construction and require payment of a fee-in-lieu if the project which is the subject of the application is not wholly or partially within a critical sidewalk

area. An application not meeting the eligibility requirements for deferral of sidewalk construction and payment of a fee-in-lieu of shall be denied and the required sidewalk(s) shall be constructed prior to the issuance of a certificate of occupancy or certificate of compliance.

(e) *Other locations eligible for the fee-in-lieu option.* Required sidewalk construction may be deferred by the director, in the director's discretion, in locations otherwise requiring a sidewalk or sidewalk infrastructure, including locations within a critical sidewalk area, based on one (1) or more of the following factors demonstrated by the applicant:

- (1) Anticipated construction, known to the director to be planned for the subject site, which will substantially damage or cause the replacement of sidewalks, if presently constructed;
- (2) Other factors not specified in this section deemed by the director to make present sidewalk construction at the location in question impractical. The cost of construction of required sidewalk infrastructure, without other relevant factors being present, shall not make construction of a required sidewalk impractical.

In addition to one (1) or more of the above-listed factors demonstrated by the applicant, the director shall make a finding that deferral of sidewalk construction will not adversely impact pedestrian safety, mobility or connectivity. An applicant desiring to pay a fee-in-lieu for a location which may be eligible pursuant to the criteria established by this subsection shall submit an application to the community development department, together with such other information and supporting documentation as may be required or necessary to process the application and determine the eligibility of the subject property. The director, or the director's designee, shall review the completed application and may approve deferral of sidewalk construction and payment of a fee-in-lieu if the project is eligible for the fee-in-lieu option pursuant to the criteria set forth in this subsection. An application not meeting the eligibility requirements for sidewalk construction deferral and payment of a fee-in-

lieu, in the discretion of the director, shall be denied and the required sidewalk(s) shall be constructed prior to the issuance of a certificate of occupancy or certificate of compliance.

(f) *Appeal to the street and traffic committee.* An applicant who has a deferment and fee-in-lieu application denied by the director, may appeal such decision to the street and traffic committee within ten (10) business days after the date of denial of the appeal by filing two (2) copies of a written notice of appeal, specifying the name and address of the appellant and the grounds for appeal with the city clerk at 401 South Johnstone Avenue, Bartlesville, Oklahoma 74003, and by filing two (2) copies of a written notice of appeal with the city clerk. The written notice of appeal form shall be the form provided by the city clerk or the council secretary. A hearing on the appeal shall be heard by the street and traffic committee not later than thirty (30) calendar days from the date of filing the notice of appeal unless a later date is agreed to by the appellant. Notice of the date, time and place of the appeal hearing shall be mailed by the city clerk or city council secretary by first-class mail to the appellant at the address shown in the notice of appeal.

(g) *Street and traffic committee action.* The street and traffic committee shall hold a hearing and may reverse or affirm the decision of the director. The concurring vote of a majority of all of the members of the street and traffic committee shall be necessary to reverse the decision of the director.

(h) *Determination of sidewalk fees.* The director of engineering, or his or her designee, shall review and calculate, at least annually, the average unit cost to the city with respect to sidewalk infrastructure constructed for the city and shall determine if the average unit costs of sidewalk infrastructure construction for fee-in-lieu purposes should be adjusted. The cost shall be placed in the cities manual of fee's each year.

(i) *Creation of separate fund; use of sidewalk fees collected.* A separate fund or funds for fees-in-lieu collected shall be established and the funds so collected shall be accounted for based

upon the fees-in-lieu collected. Fees-in-lieu may be used for any costs related to public sidewalk infrastructure expansion within the city.

(j) *Annual report.* The community development department and engineering department shall provide an annual report to the city council detailing the collection, investment and expenditure of fee-in-lieu funds.

(k) *Termination of sidewalk fees.* The city may terminate the deferral of required sidewalk construction and the collection of fees-in-lieu when the system of public sidewalk infrastructure has been fully funded or developed and any expanded or modified development will have no additional impact on the public sidewalk infrastructure system.

(Ord. No. 3555, § 1, 5-2-22; Ord. No. 3587, § 1, 4-1-24)

Sec. 17-64. Sidewalk maintenance and repairs.

(a) *Maintenance of public sidewalks by abutting property owner.* As abutting property owners benefit directly from having well-maintained sidewalks as they provide safe access to their properties and can enhance curb appeal, the maintenance of public sidewalks shall be a public/private responsibility. Public sidewalks shall be repaired when there are gaps or displacement of concrete slabs greater than one (1) inch, or when any part of the sidewalk becomes uneven or presents a tripping hazard.

(1) *Uneven or tripping hazard.* Any condition or defect in a public sidewalk or walkway that deviates significantly from a smooth and level surface, potentially endangering pedestrians by causing them to trip, fall, or stumble. This includes but is not limited to:

a. *Height differences.* Variation in the height of adjacent concrete slabs, pavers, or sections of the walkway that exceeds a certain threshold, typically defined by local ordinances or standards. For example, a height difference exceeding one (1) inch is considered a tripping hazard.

- b. *Cracks and gaps.* Cracks, gaps, or openings in the surface that are wide or deep enough to catch a person's foot or impede the normal flow of pedestrian traffic.
- c. *Protruding objects.* Objects or debris on the surface of the walkway that extend above the general plane of the path and can cause pedestrians to trip. This could include raised tree roots, loose bricks or stones, or other obstructions.
- d. *Settlement or erosion.* Areas where the sidewalk has settled or eroded, creating an uneven surface that disrupts the even flow of the walkway.
- e. *Poorly maintained joints.* Faulty or deteriorating joints between concrete slabs that create gaps or height disparities.
- f. *Sudden changes in grade.* Sudden and significant changes in the slope or grade of the sidewalk that are not properly transitioned or marked.

(2) *Cost repair partnership.* A cost repair partnership is a program or arrangement established by the city that allows abutting property owners to request financial assistance when the cost of repairing or maintaining a sidewalk exceeds a threshold set at five hundred dollars (\$500.00) as long as public funding is available. This partnership may involve cost-sharing or work-in-kind to help property owners address substantial repair expenses while ensuring the safety and integrity of public sidewalk.

a. *Eligibility assessment.* property owners interested in the cost repair partnership program should begin by contacting the municipal authorities or relevant department responsible for sidewalk maintenance. They will assess the eligibility of the repair project based on predetermined criteria, including the cost threshold.

- b. *Documentation and estimates.* property owners are required to provide documentation detailing the scope of the repair, repair cost estimates from two (2) licensed contractors, and any other relevant information requested by the municipality.
 - c. *Application submission.* property owners must submit a formal application to the municipal department overseeing the cost repair partnership program. This application includes:
 1. Property owner's contact information.
 2. Property details, including address and parcel number.
 3. A description of the repair work required.
 4. Cost estimates from contractors.
 5. Any supporting documentation requested by the municipality.
 - d. *Review and approval.* The city reviews the submitted application to determine eligibility and assess the merit of the request. They may consider factors such as the extent of the repair, the property owner's financial situation, and the impact on public safety and infrastructure integrity.
 - e. *Financial assistance agreement.* If the application is approved, the city and property owner enter into a financial assistance agreement outlining the terms of the partnership. This agreement may detail the cost-sharing arrangement, the maximum financial aid provided, and the property owner's responsibilities.
 - f. *Repairs and documentation.* The property owner proceeds with the necessary repairs, ensuring that the work adheres to municipal standards and regulations. Detailed records of the repair process, including invoices and receipts, should be maintained.
 - g. *Verification and reimbursement.* After the repairs are completed, the municipality will verify the work's quality and compliance with the agreement's terms. Once verified, the property owner is reimbursed for the agreed-upon portion of the repair costs.
 - h. *Appeal of denial of cost repair partnership.* In the event that a sidewalk repair application is denied by the city, the applicant can follow an appeal process:
 1. *Submission of appeal.* The applicant must submit a formal appeal in writing, detailing the reasons for contesting the decision.
 2. *Appeal review by street and traffic committee:*
 - i. *Presentation of evidence.* The applicant will be required to present additional information or evidence supporting their appeal, such as documentation of financial hardship or the critical nature of the repair.
 - ii. *Final decision.* After reviewing the appeal and any presented evidence, the committee will make a final decision, which will be communicated to the applicant in writing.
- (b) *Major repairs of public sidewalks by the city.* Substantial repairs to public sidewalks conducted by the city during routine road maintenance or at the city's discretion. These repairs are typical done due to the life of the sidewalk coming to an end. In addition, they may address extensive damage or hazards that

require specialized attention beyond routine maintenance tasks, ensuring the safety and integrity of public walkways.

(c) *Emergency repairs.* An emergency repair is defined as a repair that is critically necessary to address immediate risks and shall be at the cost of the city. To qualify as an emergency, the repair should meet the following criteria:

- (1) *Safety risk.* Poses an immediate threat to public or individual safety.
- (2) *Health hazard.* Presents a significant risk to public health.
- (3) *Structural integrity.* Compromises the structural integrity of a facility or infrastructure.
- (4) *Operational necessity.* Essential for the continued operation of key services or functions.
- (5) *Prevention of further damage.* Urgently needed to prevent further damage or escalating repair costs.

(d) *Permit application fee waiver for minor repair.* The permit application fee for minor repair (as defined herein) of existing sidewalk shall be waived.

(Ord. No. 3587, § 1, 4-1-24)

Sec. 17-65. Enforcement.

(a) *Legal requirement.* It is unlawful for anyone, including private property owners, abutting property owners, their agents, or representatives, to allow sidewalks or driveways on their Bartlesville property to deteriorate to a point where they endanger public safety and travel.

- (1) *Responsibility for repairs.* If a responsible property owner neglects to maintain a safe sidewalk or driveway and the director becomes aware of the issue, the director will assess the necessary repairs to eliminate safety hazards as outlined in section 17-64.
- (2) *Notice and deadline.* The property owner will then receive written notice, instructing them to repair the sidewalk or driveway within thirty (30) days.

(3) *Consequences of noncompliance.* Failure to complete the required repairs within thirty (30) days after receiving the notice will result in the property owner, their agent, or representative being in violation of this article and chapter 11 of the Bartlesville Municipal Code.

(4) *Multiple offenses.* Each day that the sidewalk or driveway remains unsafe after the thirty (30) days will be considered a separate offense and may lead to fines as specified in chapter 11 of the Bartlesville Municipal Code.

(b) *Enforcement appeal.* For appeals related to the enforcement of the sidewalk ordinance through the streets and traffic committee, the process could be as follows:

- (1) *Formal appeal submission.* Individuals or entities wishing to appeal a decision must submit a formal written appeal to the streets and traffic committee within ten (10) days of the notice of violation.
- (2) *Appeal review schedule.* The committee schedules a review of the appeal, notifying the appellant of the date and time.
- (3) *Documentation and evidence.* The appellant provides relevant documentation or evidence supporting their case, including any objections to the enforcement action.
- (4) *Hearing session.* During a committee meeting, the appellant is given the opportunity to present their case and any supporting arguments.
- (5) *Committee deliberation and decision.* After the presentation, the committee deliberates and decides on the appeal. The committee must take the following five (5) items into conversation.

a. *Adherence to ordinance standards.* Assess whether the original enforcement decision accurately reflects the guidelines and standards outlined in the sidewalk ordinance.

b. *Circumstances of noncompliance.* Understand the specific

circumstances that led to the alleged noncompliance, considering any unique or mitigating factors.

- c. *Impact on public safety and accessibility.* Evaluate how the situation affects public safety and pedestrian accessibility.
- d. *Appellant's efforts to comply.* Review any efforts or actions taken by the appellant to comply with the ordinance prior to and after the enforcement action.
- e. *Precedents and consistency.* Consider similar past cases to ensure consistency in the application of the ordinance and fairness in decision-making.
- f. *Communication of decision.* The decision, along with the rationale, is communicated to the appellant in writing.

(Ord. No. 3587, § 1, 4-1-24)

Sec. 17-66. Funding.

The city staff is directed to provide a formal recommendation to the city council regarding the establishment of dedicated funds for sidewalk maintenance. The objective is to ensure the safety, accessibility, contestability, and long-term integrity of our public sidewalks while considering the financial sustainability of this initiative.

(Ord. No. 3587, § 1, 4-1-24)

Secs. 17-67—17-70. Reserved.

DIVISION 2. CONSTRUCTION

Sec. 17-71. License required.

No person, firm, or corporation shall engage in the business of laying, building, and constructing sidewalks or driveways along the public ways and streets of this city by contract, for hire, or otherwise, without first obtaining a yearly license to do so.

(Code 1978, § 12.20.010)

Sec. 17-72. Bond.

(a) The license provided for shall not be issued until the applicant therefor files with the city clerk a good and sufficient surety bond in favor of the city in the sum of one thousand dollars (\$1,000.00) executed by a corporate surety.

(b) The bond shall be conditioned that the principal will save harmless the city from any costs, damages, or expenses of any kind or any liability that may be imposed by law; that the city become liable for or may pay by reason of any loss sustained by any person on account of any act of commission or omission by the principal in the construction of such sidewalks or in providing proper safeguards for the public during such work; that the principal shall, during the period of one year after the acceptance of the work, repair any breaks or defects arising from defective construction and refill any holes arising from settling; that, in the event the sidewalk is not approved by the city engineer, it will be reconstructed upon ten (10) days written notice; and that the principal will pay for any damages arising out of the cutting of any curb or street.

Sec. 17-73. Plans and specifications.

All work to be done and performed as provided in this chapter shall be done and performed in accordance with plans and specifications approved by the city engineer and in accord with the grades and levels established and furnished by the city engineer. The work done and performed shall be inspected by the city engineer, who may stop any work when the same is not being placed according to specifications.

(Code 1978, § 12.20.040)

Sec. 17-74. Permit required.

Before any person makes any such concrete sidewalk, crosswalk, curbing or guttering as provided in this chapter, upon any of the streets or avenues of this city, he shall make application to the city for a permit to make such improvements. He shall state in such application the quality, amount, character and kind of the proposed improvements. Upon the receipt of a fee of twenty-five dollars (\$25.00) the city upon approval of the application shall issue a permit,

granting the construction of such improvement in conformity with the specifications and requirements contained in the ordinances and sidewalk regulations of this city.

(Code 1978, § 12.20.050; Ord. No. 3112, § 1, 6-2-03)

Sec. 17-75. Permit filing.

The permit issued under the provisions of this chapter by the city shall be filed with the appropriate city official. Upon the filing of the same, the appropriate city official shall immediately establish the lines and grades of the improvements, and shall direct and supervise the making of such improvements in conformity with the specifications referred to in this chapter. (Code 1978, § 12.20.060)

Secs. 17-76—17-85. Reserved.

DIVISION 3. OBSTRUCTING*

Sec. 17-86. Reserved.

Editor's note—Ordinance No. 2874, adopted August 21, 1995, repealed § 17-86, relative to merchandise on sidewalks prohibited, as derived from Code 1978, § 12.24.010.

Sec. 17-87. Sidewalks in business district.

Any owner, occupant, or person in charge of any house, building, or lot, or other premises in the business and industrial districts of the city who permits snow or ice to form upon, or to accumulate upon, the sidewalk or curbing in front or alongside thereof, and fails, neglects, or refuses to remove the same is guilty of maintaining and permitting a nuisance.

(Code 1978, § 12.24.020)

Sec. 17-88. Accumulation of vegetation.

It is unlawful for any owner, occupant or person in charge of any house, building or lot in the city to permit grass, weeds or any other type of vegetation to unduly grow and accumulate

***State law reference**—Encroachments and obstructions in streets, 11 O.S. § 36-107.

upon any sidewalk or in the area between the sidewalk and the adjacent curb line, which includes the right-of-way.

(Code 1978, § 12.24.035; Ord. No. 3114, § 1, 6-2-03)

DIVISION 4. SIDEWALK CAFES AND OUTDOOR DINING

Sec. 17-89. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrator: The community development director or his/her designee is the person authorized to enforce the provision contained in this chapter.

Design guidelines: The standards developed by Downtown Design Review Committee hereby adopted by reference with this chapter, shall serve as the guide with regard to the design and materials which may be utilized within the encroachment area.

Downtown central business district: That area officially designated by Ordinance No. 3153 as the downtown commercial increment district or increment district number one as amended.

Encroachment: Stands, tables, umbrellas, chairs, displays, signs, banners, flags, and appurtenances or objects related to the business, or other items for sale on the public right-of-way, sidewalk or common area on public property.

Sidewalk cafe: The placing, locating or permitting of the placing or locating of chairs, tables, and other appurtenances on the right-of-way, such as sidewalks, adjacent to a business licensed to operate as an eating establishment where food, beverages (both alcoholic and nonalcoholic), and/or other refreshments are served, or upon public property within designated areas, said designated area to be operated as an extension of a licensed food or beverage establishment and which sidewalk cafe shall be an incidental activity of the establishment.

Permittee: The recipient of a sidewalk cafe permit under the terms and provisions of this chapter.

Sidewalk: That area of the public right-of-way between the curb lines or the lateral lines of a roadway and the adjacent property lines reserved for pedestrian traffic, not including street crossings.

(Ord. No. 3305, § 1, 9-8-2009)

Sec. 17-90. Permit required.

(a) *Requirement.* It shall be unlawful for any person to create, establish, operate, maintain or otherwise be engaged in the business of running a sidewalk cafe upon the sidewalks or public property located within the Bartlesville Downtown Central Business District, unless he shall hold a currently valid permit issued under the terms of this chapter.

(b) *Temporary license; denial or suspension.* The sidewalk cafe permit is a temporary license, which may be denied for any reason and may be suspended or revoked for any conduct which is contrary to the provisions of this chapter or for conduct of a business that constitutes a public nuisance or is inconsistent with the health, safety and welfare of the public. No property right is created by this chapter and the decision of the administrator shall be final, unless appealed to the city council.

(Ord. No. 3305, § 1, 9-8-2009)

Sec. 17-91. Application for permit; fee.

(a) *Contents of application.* Application for the permit required by this chapter shall be made at the community development department on forms provided by the city. Such application shall include, but not be limited to, the following information:

- (1) Name, home and business address and telephone number of the applicant, and the name and address of the owner of the business, if other than the applicant.
- (2) Name, home address and telephone number of a responsible person whom the city may notify or contact at any time concerning the applicant's permit.

- (3) A copy of a valid business license to operate a business establishment adjacent to the public property which is the subject of the application.
- (4) Proof of current general liability insurance, issued by an insurance company licensed to do business in the state, protecting the licensee and the city from all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the encroachment permit. Such insurance shall name the city as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days' advance written notice to the city. The general liability insurance policy shall be in amounts equal to the liability limits for political subdivisions sets forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. 151 et seq. The renewal of said policy shall be received by the city at the time of annual permit renewal.
- (5) A sketch, to scale, of the proposed location, showing the layout and dimensions of the existing public area and adjacent private property, including tables, chairs and all other appurtenances.
- (6) Evidence in writing that all required licenses or health permits required by the county and/or state have been obtained. If alcoholic beverages are to be served, the license issued, and renewals, issued by the Alcoholic Beverage Laws Enforcement (ABLE) Commission shall be furnished to the city before the sale of any alcoholic beverages may commence. Annual license renewals from the ABLE Commission shall be provided to the city.
- (7) Photographs, drawings or manufacturers' brochures fully describing the appearance of any proposed perimeter fencing, tables, chairs, umbrellas or other appurtenances related to the business, in accordance with the adopted design guidelines, as to weight, color, style and other similar standards.

(b) *Issuance or denial; fee.*

(1) Not later than twenty (20) days after the filing of a completed application for an sidewalk cafe permit, the applicant shall be notified by the administrator of the decision on the issuance or denial of the permit. If the permit is issued, said permit shall be renewed annually upon the date of the initial issuance.

(2) An annual fee of five dollars (\$5.00) for each seat located within the sidewalk cafe area, with a minimum of one hundred dollars (\$100.00), shall be due and payable at the time of issuance of the outdoor cafe permit. This fee is in addition to the business license fee required for operation within the city.

(Ord. No. 3305, § 1, 9-8-2009)

Sec. 17-92. Conditions of permit.

The issuance of a sidewalk cafe permit shall contain the following conditions:

(1) *Term; fees nonrefundable.* Each permit shall be effective for one year from the date of issuance. If the business is licensed by the ABLE Commission, the effective date of the permit issued by the city may be concurrent with the ABLE permit. If a permit is revoked, the prorated fee for the remaining year shall not be refunded. No fees will be refunded for periods of suspension.

(2) *Permit nontransferable.* The permit issued shall be personal to the permittee only and shall not be assigned or transferred.

(3) *Temporary suspension authorized.*

a. The permit may be temporarily suspended for a forty-eight (48) hour period, with five (5) days' written notice by the administrator when necessary to clear the public property for the safety of the public in accordance with a community or special event authorized by a permit issued by the city.

b. The administrator may temporarily suspend the permit or require the

removal of items within the encroachment area when street, sidewalk, common area or utility repairs necessitate such action.

(4) *Area.* The permit shall be specifically limited to the area shown on the exhibit attached to and made part of the permit. All such operations shall be located in an area immediately adjacent to and contiguous with the food service enterprise operating it. Facilities, including tables and chairs, shall not extend beyond the frontage of the building wherein the food service enterprise operating the outdoor cafe is located.

(5) *Maintenance of area; cleanliness.* The encroachment area covered by the permit shall be maintained in a neat and orderly appearance at all times, and the area shall be cleared of all debris on a periodic basis during the day, and again at the close of each business day.

(6) *Advertising.* No advertising shall be permitted, except for menus, on any stand or item, except to identify the name of the product, unless otherwise approved by the design review committee. All advertising shall be of a size and design in keeping with the intent of the downtown design guidelines.

(7) *Tables and chairs attached to fixtures; seating requirements.* No tables or chairs or any other parts of the business shall be attached, chained or in any manner affixed to any tree, post, sign or other fixtures, curb or sidewalk within or near the permitted area. No additional outdoor seating authorized under this chapter shall be used for calculating seating requirements pertaining to location of, application for, or issuance of, an ABLE license for any establishment, or be used as the basis for computing required seating for restaurants and dining rooms, or as grounds for claiming exemption from such requirements under the provisions of any city or state law.

- (8) *Quality and design of furniture, fencing.* Tables, chairs, umbrellas, fencing and any other appurtenances shall be of such quality of design, materials, and workmanship as specified by the design guidelines.
 - (9) *Use of glass containers.* The city retains the right to suspend the privilege of using glass containers within the encroachment area. The use of glass containers may be revoked if an incident jeopardizes the health, safety and welfare of customers or the general public.
 - (10) *Serving alcoholic beverages.* Upon any city sidewalk, the serving and consumption of alcoholic beverages shall comply with all regulations and policies of the Alcoholic Beverage Laws Enforcement (ABLE) Commission.
 - (11) *Location, placement of business related items.* No permittee may place any items for sale or other equipment, tables or chairs on any portion of the public property other than that directly in front of his existing place of business.
 - (12) *Obstructing passageways.* No permittee may block or restrict pedestrian passageway to less than three (3) feet in width, or block ingress or egress to or from any building. In areas of congested pedestrian activity, the administrator is authorized to require a wider pedestrian path, as circumstances may dictate. The administrator may also reduce this requirement where unusual circumstances exist and where the public safety would not be jeopardized. Also, no items or appurtenances shall be placed in a manner as to block any driveway, crosswalk, bus stop or counter service window. The physical elements or features located within the encroachment area (e.g., awnings, umbrellas, canopies not attached to the building, plants, planters, etc.) shall not overhang the area set aside for the pedestrian passageway.
 - (13) *Fencing and other appurtenances; compliance with requirements.* No permittee may use fencing, rails, tables, chairs, umbrellas, and any other appurtenances of such quality, design, materials and workmanship that have not been specified by this code or by the design guidelines and approved by the downtown design review committee.
 - (14) *Noise control.* No permittee may use or operate any loudspeaker, public address system, radio, sound amplifier or any other device in violation of the noise regulations contained in the Bartlesville Municipal Code.
 - (15) *Leaving equipment, furnishings on street overnight.* No permittee may store or leave any equipment, or furniture, or other items or appurtenances overnight on any street or sidewalk, except for tables and chairs, which may be kept in the permitted encroachment area at the permittee's risk.
- (Ord. No. 3305, § 1, 9-8-2009)
- Sec. 17-93. Removal of property.**
- Tables, chairs and other appurtenances of the business may be removed by the public works department, and a reasonable fee charged for labor, transportation and storage, should the permittee fail to remove the items within forty-eight (48) hours of receipt of the administrator's notice to do so for any reason provided for under this chapter. The action shall become effective upon the receipt of such notice by registered mail.
- (Ord. No. 3305, § 1, 9-8-2009)
- Sec. 17-94. Revocation or denial of permit; notice; appeal.**
- (a) *Grounds for revocation.* The administrator or his designee may revoke a permit issued under this chapter at any time for any business authorized in the city if it is found that:
 - (1) Any required business or health permit, or license has been suspended, revoked or canceled.

- (2) The permittee does not have insurance in force which is correct and effective in the minimum amount as specified in this chapter.
- (3) Conditions of pedestrian or vehicular traffic cause congestion, necessitating removal of the encroachment.
- (4) Violations of this chapter or breaches of conditions of his permit have occurred.
- (5) The permittee has failed to make modifications upon receipt of the administrator's notice to make such modifications delivered in writing to the permittee.
- (6) There is a failure to maintain the primary food or beverage service use and the requisite licenses therefore.

(b) *Notice of denial or revocation.* Upon denial or revocation, the administrator shall give notice of such action to the permittee, in writing, stating the action which has been taken and the reason therefore. The action shall be effective upon the receipt of such notice by registered mail.

(c) *Appeal.* The permittee shall have the right to appeal the decision of the administrator to the city council within five (5) working days from receipt of notice. An appeal does not stay the denial or revocation of the sidewalk cafe permit. The appeal before the city council shall be held at the next regularly scheduled meeting. The decision of the city council shall be final. (Ord. No. 3305, § 1, 9-8-2009)

Secs. 17-95—17-100. Reserved.

ARTICLE V. DRIVEWAYS

Sec. 17-101. Driveways.

No person shall use any portion of a curb, parking, or sidewalk as a driveway unless a proper driveway is or shall be constructed or installed to the satisfaction of the city engineer after a permit therefor has been obtained as provided in this chapter. The driveway shall be properly completed within thirty (30) days from date of issuing permit, unless an extension of

time is granted; and if the curb is cut by a builder and not replaced within sixty (60) days, the city engineer may have the same replaced, and charge the cost to the builder and surety, whose duty it shall be to pay the same.
(Code 1978, § 12.20.070)

Sec. 17-102. Design standards for ingress and egress facilities.

The design of ingress and egress facilities for commercial, industrial and residential driveway entrances other than single-family and two-family dwellings shall be in accordance with the standards set out in sections 17-102—17-108. (Ord. No. 2503, § 1(12.20.071), 11-5-84)

Sec. 17-103. General performance standards.

(a) Off-street parking spaces shall be arranged so that no vehicle will back directly onto a street. All private parking areas and circulation drives shall be located off of the street right-of-way. Divisional islands and curbs shall be constructed where necessary to provide such protection.

(b) Access to property shall be allowed only across such driveways, and all other frontage on the property shall not be utilized in any manner whatsoever for egress, ingress or parking on the right-of-way.

(c) Any driveway design must allow an entering vehicle turning speed of fifteen (15) miles per hour to help reduce interference with through street traffic.

(d) There must be sufficient on-site storage to accommodate queued vehicles waiting to park or exit without interfering with street traffic. The attached Table 1 provides minimum design standards for various land use activities and is incorporated herein by reference.

(e) Provisions for circulation between adjacent parcels should be provided through coordinated or joint parking systems.

(f) Driveway placement should be such that loading and unloading activities will in no way hinder vehicle ingress or egress.

4.1.1.2 *Permitted Uses.* Uses permitted in the RA District are set forth in Table 4.2.

4.1.1.3 *RA District Bulk Regulations.* Zoning district bulk regulations for the RA District are set forth in Table 4.3.

4.1.2 *RE, RS, RM, and RT Residential Districts.*

4.1.2.1 *General Purposes.* The regulations for the RS, RM and RT Districts are designed (1) to protect the residential character of the included areas by excluding commercial and industrial activities, (2) to encourage a suitable environment for family life by permitting such neighborhood facilities as churches, schools and playgrounds, (3) to permit certain appropriate institutions to be located in residential neighborhoods, (4) to preserve openness of the areas and avoid overcrowding by requiring certain minimum yards, open spaces, and site areas and, (5) to make available a variety of dwelling types and densities in a variety of locations to serve a wide range of individual requirements.

4.1.3 *RE Residential Estate District.*

4.1.6.1 *Purpose.* The Residential Estate District is intended to provide low-density, limited growth residential areas. It is designed to accommodate residential development opportunities for those who desire exurban, low density, or estate living and are willing to live in more remote areas and assume the costs of providing many of their own services and amenities. The public provisions of these services are precluded because the City of Bartlesville must concentrate its limited resources in areas where more intense future development is logical. Unlike the Residential-Agriculture District, the Estate District is not to be considered a holding zone or temporary zone which will permit more intensive zoning at a future date.

4.1.6.2 *Permitted Uses.* Uses permitted in the RE District are the same as the RS District as set forth in Table 4.2 except that one horse or pony per two acres of land may be maintained.

4.1.6.3 *RE District Bulk Regulations.* Zoning district bulk regulations for the RE District are set forth in Table 4.3.

4.1.4 *RS Single-Family Residential Districts.*

4.1.3.1 *Purpose.* RS Districts are designed for those areas where the land is presently being used, or where development appears desirable, for single-family dwellings. In addition to the general purposes applying to all residence districts, the regulations for the RS Districts are designed to encourage the provision of single-family, detached residences in districts off our permitted densities.

4.1.3.2 *Permitted Uses.* Uses permitted in the RS Districts are set forth in Table 4.2.

4.1.3.3 *RS District Bulk Regulations.* Zoning district bulk regulations for the RS Districts are set forth in Table 4.3.

4.1.5 *RM Multifamily Residential Districts.*

4.1.4.1 *Purpose.* RM Districts are designed to provide areas for medium and high population density, RM Districts will consist mainly of (1) areas containing multifamily dwellings (including two-family dwellings) with some single-family dwellings, (2) areas which contain single-family and two-family dwellings, are centrally located, and are appropriate to ultimate multifamily development, and (3) open areas where future multifamily development appears desirable. In addition to the general purposes applying to all residence districts, the regulations for the RM Districts are designed to encourage the provision of multifamily accommodations in districts of three permitted densities.

4.1.4.2 *Permitted Uses.* Uses permitted in the RM Districts are set forth in Table 4.2.

4.1.4.3 *RM District Bulk Regulations.* Zoning district bulk regulations for the RM District are set forth in Table 4.3.

4.1.6 *RT Mobile Homes Residential District.*

4.1.5.1 *Purpose.* The RT District is designed for areas now occupied by mobile homes (house trailers) or mobile homes parks, and for open areas where mobile homes development appears desirable. The district is intended to permit and encourage the development of properly planned and improved mobile home parks in appropriate locations in a residential environment.

4.1.5.2 *Permitted Uses.* Uses permitted in the RT District are set forth in Table 4.2.

4.1.5.3 *RT District Bulk Regulations.* Zoning district bulk regulations for the RT District are set forth in Table 4.3.

4.2 Permitted Uses in Residential Districts.

Uses permitted in the various residential districts are set forth in Table 4.2. No use shall be permitted in any residential district other than a use identified in this table. A use shall be permitted in a residential district where the letter "x" appears opposite the named use and in the column headed by the designation of said district; provided, however: (1) that each such use is permitted subject to the provision of off-street parking in the amounts shown in the column heading "Parking Spaces Required" and in accordance with Section 7.4.2, and (2) that all conditions specified in the Section or Sections whose number or numbers appears in "Special Conditions" column have been met. Where an "S" appears in Table 4.2, the use is permitted subject to the granting of a Special Zoning Permit by the Board of Adjustment in accordance with the provisions of Section 10.5.

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			

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/
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, noncommercial, 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	7.2, 7.3	X	X	X	X
Commercial Facilities	7.3, 10.5	7.3	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
Dwelling, single-family detached, including modular home.	None	Two/dwelling unit	X	X	X	X

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/
Earth moving and excavation; depositing of construction materials, clay, earth, gravel, minerals, rocks, sand or stone on the ground.	7.7.1(17) 10.5	None	S	S	S	S
Electrical substation.	10.5	One/400 sq. ft. floor area	S	S	S	S
Feed and Grain Sales	10.5	None	S			
Gas Regulator Station	10.5	One/400 sq. ft. floor area	S	S	S	S
Golf course, but not including commercially operated driving range, "pitch and putt" course, or miniature golf course.	7.7.1(8)	None	X	X	X	X
Group Home for Children (O.S.A. Title 10, Section 401)	7.7.1(28) 10.5	.5/Bed	S	S	S	S
Group Home for Handicapped (O.S.A. Title 60, Section 860)	7.7.1(27)	.5/Bed	X	X	X	X
Health center, government operated.	7.7.1(15)	One/400 sq. ft. floor area	X		X	X
Heliport	7.7.1(1)	None	X			
Home Occupation	7.2	One/Non-resident employee	X	X	X	X
Hospital, general, not including animal.	7.7.1(15)	One/3 beds excluding bassinets	X	X	X	X
Incinerator, accessory.	13	None	X			
Institution, correctional, detention, penal, or for care of the insane, feeble-minded, alcoholic, or narcotic patients.	7.7.1(15)	None	X			
Institution for children and the aged.	7.7.1(15)	None	X	X	X	X
Irrigation System Sales.	10.5	None	S			
Kennel	10.5 7.7.1(2)	None	S			
Library, public or private, open to the public without charge.	7.7.1(21)	One/500 sq. ft. floor area	X	X	X	X
Livestock feeding yards and pens, not including sales, with special permission.	7.7.1(2) 10.5	None	S			
Meat Processing and Butchering.	10.5	None	S			
Mobile home, manufactured home or factory-built home.	7.5 10.5	One/dwelling unit	X	S	S	X

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/
Mobile Home Park.	7.5	One/dwelling unit				X
Monastery, convent, or similar institution of religious training.	7.7.1(18)	One/3 beds	X	X	X	X
Nursery, Garden Center.	7.7.1(23) 10.5	One/300 sq. ft. floor area	S			
Off-street parking and loading, temporary.	7.7.2(4)	None	X	X	X	X
Parish house, including nunnery or rectory.	None	One/dwelling unit	X	X	X	X
Park, playground or playfield.	None	None	X	X	X	X
Public Land Uses, not included elsewhere; including a public water filtration plant, pumping station, elevated storage facility.	7.7.1(25) 10.5		S	S	S	S
Railroad company facilities, all types.	None	None	X	X	X	X
Recreational Vehicle Park	7.54 10.5	1.25/Unit	S			S
Rehabilitation center for handicapped persons.	7.7.1(15)	One/1.5 employee	X	X	X	X
Residential accommodations for caretakers or servants, accessory.	None	One/1.5 employee	X	X	X	X
Retail consumer goods sales and personal services conducted solely for the convenience of the residents of a multifamily dwelling, provided that there shall be no entrance to the place of business except from within said dwelling and no external sign or other external evidence of the presence of the business.	None	None			X	X
Riding Stable.		None	X			
Rooming and/or boarding house.	None	One/2 guest rooms			X	X
Saddler and Tack Store.	10.5	None	S			
Sanatorium.	7.7.1(15)	One/3 beds	X		X	X
School, public, parochial, or private, non-profit:						
(a) Grades nine and below, including kindergarten.	None	One/500 sq. ft.	X	X	X	X
(b) Grades ten and above.	None	One/100 sq. ft.	X	X	X	X
Sign, bulletin, accessory.	7.11.5	None	X	X	X	X
Sign, for sale, lease, or rent.	7.11.4	None	X	X	X	X

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/
Sign, identification.	7.11/5	None	X	X	X	X
Sign, nameplate.	7.11.5	None	X	X	X	X
Stable.	10.5	None	S			
Stadium.	7.7.1(20)	One/3 seats	X	X	X	X
Storage, agricultural or domestic, in a barn, shed, tool room or similar accessory building.	None	None	X	X	X	X
Swimming pool, accessory.	7.7.1(22)	None	X	X	X	X
Telephone Exchange Building.	None	One/1.5 employee	X	X	X	X
Terminal company facilities, all types.	None	None	X	X	X	X
Tourist Home.	None	One/guest room			X	X
Tract office, temporary.	7.7.2(5) 10.5	None	S	S	S	S
Veterinarian Clinic, animals on premises.	7.7.1(2) 10.5	None	S			
Wireless Communication Towers and Antenna	7.8 10.5	None	S	S	S	S

Footnotes:

1/ A supplemental designation PUD is required when requesting a Multifamily Residential or Mobile Home Residential District (see Section 7.6).

(Ord. No. 3597, § 1(Exh. A), 10-7-24)

- b) make application for a Major Home Occupation in accordance with the aforementioned procedure for same within ten (10) days of notice by the Community Development Director.
- 2. Major Home Occupation. If, after a Major Home Occupation has been established, it is discovered that the operation of the Home Occupation exceeds the Performance Standards as declared in the approved permit, then the operator of said Home Occupation shall:
 - a) cease any activities which exceed the identified Performance Standards; or
 - b) reapply through the application procedures for a Major Home Occupation requesting a change in the maximum operating limits for the particular Major Home Occupation. This will be treated as a new application for a Major Home Occupation and a permit fee will be assessed; or
 - c) relocate the operation to a properly zoned commercial/industrial site.

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 nonresidential zoning district as shown in Table 6.2 without additional conditions.

(Ord. No. 3597, § 1(Exh. B), 10-7-24)

7.4 General Development Standards

The standards contained in this section address the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment. These General Development standards apply to all development involving any zoning approval or approvals pursuant to this Ordinance, subject to the following limitations:

- A. The standards contained in this section apply to all new development unless specifically exempted.
- B. The standards contained in this Section apply to the expansion or improvement of existing uses only if the expansion or improvement:
 - Exceeds 25% or more of the original floor area of the building;
 - Exceeds more than ten (10) off-street parking spaces; or
 - Increases the non-permeable lot coverage by more than 20%; or equals or exceeds fifty percent (50%) of the market value of the structure before the expansion or improvement is started.
 - Increases the structure or property value by more than 25%, per the county appraiser's records.

7.4.1 Off-Street Loading Requirements

7.4.1.1 Requirement. Every building or structure hereafter constructed in any district, for nonresidential purposes requiring the receipt or distribution by vehicles of material or merchandise shall provide and maintain on the same lot with such building, at least one (1) off-street loading space.

7.4.1.2 Location. Such space may occupy all or any part of any required yard, or court space, but no such space may be located closer than fifty (50) feet to any residential district unless wholly within a completely enclosed building or unless enclosed on all sides abutting the residential district by a wall of not less than eight (8) feet in height.

7.4.2 Off-Street Parking Requirements

7.4.2.1 Requirement. In all zoning districts, except the C-4 District, in connection with every industrial, commercial, institutional, recreational, residential or any other use, there shall be provided, at the time any building or structure is erected or enlarged or increased in capacity, or any other use is established, off-street parking spaces for automobiles in accordance with the requirements in the "Parking Spaces Required" column in the tables of permitted uses. All such parking spaces shall be accessed by a curb cut or driveway which conforms with all applicable City Codes. Parking space used in connection with an existing and continuing use or building on the effective date of these regulations up to the number required by these regulations, shall be continued and may not be counted as serving a new structure or addition; nor may a parking space be substituted for a loading space or a loading space substituted for a parking space.

7.4.2.2 Size, Surface, Striping, and Drainage and Perimeter Curbing.

- A. **Size.** Each off-street parking space shall have an area with minimum dimensions as set forth in the following table.

STANDARD PARKING SPECIFICATIONS

Parking Angle In Degrees	Stall Width (ft.)	Aisle Length Per Stall (ft.)	Depth of Stall* Perpendicular to Aisle (ft.)	Aisle Width (ft.)	
				One-Way	Two-Way
0 (parallel)	8.5	23.0	8.5	12.0	24.0
30	9.0	18.0	17.3	11.0	22.0
45	9.0	12.7	19.8	13.0	22.0
60	9.0	10.4	21.0	18.0	23.0
75	9.0	9.3	20.7	20.5	24.0
90	9.0	9.0	19.0	24.0	24.0

* The actual paved depth of the stall may be less if it is designed to otherwise accommodate a maximum two-foot vehicle front overhang.

B. **Surface.**

- a. **Nonresidential Uses.** All nonresidential parking areas shall be paved with an all-weather surface, to include but not limited to, asphalt, concrete or chip and seal.
- b. **Residential Uses of Four or Less Units.** All residential parking areas shall be paved with gravel or an all-weather surface, to include but not limited to, asphalt, concrete, or chip and seal. If rock, gravel, or similar inorganic material is used, said area shall be enclosed with a permanent border or frame, shall be a minimum of two (2) inches in thickness, and shall be maintained in this manner.

It shall be unlawful and an offense for any person to park any vehicle on grass, dirt, or similar unpaved surface. Such parking areas shall be maintained in such a manner that

no dust will result from continued use. Exceptions or variances to this all-weather surface requirement may be granted by the Board of Adjustment for nonresidential parking areas within the three-mile unincorporated area of the Bartlesville Metropolitan Planning Area where clear evidence of practical difficulty or unnecessary hardship can be shown by the developer.

APPENDIX D.

GENERAL SCHEDULE OF FEES

CHAPTER 1. GENERAL PROVISIONS.

Section D-1-1. Title and purpose.

This appendix shall be known as the "General Schedule of Fees" and shall contain the dollar amounts of all fees, except taxes and certain other fees, authorized in the Bartlesville Municipal Code. (Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-1-2. Organization.

The General Schedule of Fees shall be organized in a manner which corresponds with the chapters and articles of the Bartlesville Municipal Code. For each chapter of the Municipal Code, there shall be a corresponding "title" within the General Schedule of Fees which shall begin with "D," to designate Appendix D of the Municipal Code, followed by a dash and the chapter number of the chapter of the Municipal Code authorizing the fee. Within said format, each fee or group of fees shall be assigned a sequential section number.

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-1-3. Code references.

Effective with the adoption of this Appendix, whenever a fee is to be authorized and the fee amount to be placed in the General Schedule of Fees, the wording in the Code shall be, "The amount of such fee shall be as established in Appendix D, the General Schedule of Fees." Wherever the Code presently provides that the amount of a fee shall be as provided by separate or independent ordinance, such reference shall henceforth be read as referring to the fee amounts provided in Appendix D, the General Schedule of Fees.

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-1-4. Authorization to codifier to amend wording.

As pages of the Bartlesville Municipal Code are necessarily pulled for supplementation, whether the language references a fee amount, such wording shall be changed to read, "The amount of such fee shall be as established in Appendix D, the General Schedule of Fees."

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-1-5. Payment required.

All persons required by the Bartlesville Municipal Code to pay a fee for a license, permit, certificate, inspection, action, use or other service shall pay to the City the amount established in the General Schedule of Fees.

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Sections D-1-6—D-1-10. Reserved.

CHAPTER 2. ADMINISTRATION.**Section D-2-1. Copies of existing public records.**

Except as otherwise provided in this schedule of by State Statutes, the fees for copying of existing public records of the City pursuant to a request made pursuant to the Oklahoma Open Records Act shall be as follows:

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-2-2. Other fees. [reserved.]**CHAPTER 3. ANIMALS (Reserved)****CHAPTER 4. BUILDINGS AND BUILDING REGULATIONS (Reserved)****CHAPTER 5. BUSINESS AND OCCUPATION LICENSES.****Section D-5-1. General business license. (section 5-42)**

(a) Each Business Location \$40.00 per year

(b) Each Business Activity \$40.00 per year

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-5-2. Vehicle inspection fee. (section 5-72)

(a) Each Vehicle \$10.00 per year

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-5-3. Alcoholic beverage license by type. (section 5-92)

<i>License Type</i>	<i>Fee</i>
Supplier	
Brewer	\$1,250.00 per year
Small Brewer	\$125.00 per year
Small Brewer Self-Distribution	\$750.00 per year
Brew Pub Self-Distribution	\$750.00 per year
Winemaker	\$625.00 per year
Small Farm Winery	\$75.00 per year
Winemaker Self-Distribution	\$750.00 per year
Distiller or Rectifier	\$3,125.00 per year
Wine and Spirits Wholesaler	\$3,000.00 per year
Beer Distributor	\$750.00 per year
Off-Premises Consumption	
Retail Spirits (includes retail wine and beer)	\$900.00 per year
Retail Wine (wine only)	\$1,000.00 per year
Retail Beer (beer only)	\$500.00 per year

<i>License Type</i>	<i>Fee</i>
Supplier	
On-Premises Consumption	
Mixed Beverages	\$1,000.00 first year \$900.00 renewal
Beer and Wine	\$500.00 first year \$450.00 renewal
Brew Pub	\$1,000.00 per year
Brew Pub if licensee also holds a mixed beverage or wine and beer permit	\$50.00 per year
Mixed beverage/caterer combination	\$1,250.00 first year \$1,150.00 renewal
Caterer	\$1,000.00 first year \$900.00 renewal
Hotel or Airline/Railroad Beverage	\$1,000.00 first year \$900.00 renewal
Events	
Annual Special Event	\$55.00 per year
Quarterly Special Event	\$55.00 per quarter
Annual Public Event	\$1,000.00 per year
One-Time Public Event	\$255.00 per event
Charitable Auction	\$1.00 per auction
Charitable Alcoholic Beverage Event	\$55.00 per event

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-5-4. Coin-operated amusement and product vending machines. (section 5-101)

- (a) Each coin-operated music or movie device \$55.00 per year
- (b) Each coin-operated amusement device..... \$55.00 per year
- (c) Each coin-operated vending device requiring a coin or thing of value of \$0.25 or more \$55.00 per year
- (d) Each coin-operated tobacco vending device \$55.00 per year
- (e) Each coin-operated rental products vending device \$55.00 per year
- (f) Each coin-operated vending device requiring a coin or thing of value of less than \$0.25 \$7.50 per year
- (g) Each coin-operated bulk vending device with six to ten distribution mechanisms requiring a coin or thing of value of \$0.25 or more \$3.75 per year
- (h) Each coin-operated bulk vending device requiring a coin or thing of value of less than \$0.25 \$1.50 per year

- (i) Each coin-operated bulk vending device with a single distribution mechanism requiring a coin or thing of value of \$0.25 or more \$3.75 per year
- (j) Each coin-operated bulk vending device with two to five distribution mechanisms requiring a coin or thing of value of \$0.25 or more \$11.25 per year
- (k) Each coin-operated bulk vending device with six to ten distribution mechanisms requiring a coin or thing of value of \$0.25 or more \$22.50 per year
- (l) Each coin-operated bulk vending device with eleven to fifteen distribution mechanisms requiring a coin or thing of value of \$0.25 or more \$33.75 per year
- (m) Each coin-operated bulk vending device with sixteen to twenty distribution mechanisms requiring a coin or thing of value of \$0.25 or more \$45.00 per year

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-5-5. Septic tank cleaning and hauling service.

- (a) Annual Permit Fee. (Section 5-110) \$100.00 per year
- (b) Disposal Fee. (Section 5-113)
- (1) Haulers located inside City limits \$60.00 per 1,000 gallons of waste
- (2) Haulers located outside City limits \$90.00 per 1,000 gallons of waste
- (c) Testing Fee. (Section 5-113)..... \$15.00 per test performed

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-5-6. Sexually oriented business—operator license. (section 5-122)

- (a) Application and Investigation Fee..... \$1,000.00 per year
- (b) Annual License Fee \$500.00 per year

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-5-7. Electrical, mechanical, and plumbing contractors. (section 5-131)

- (a) Registration of State License \$100.00 Initial Registration
- (b) Renewal of Registration \$25.00 per year

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-5-8. Temporary business license. (section 5-183)

- (a) Door-to-Door Solicitors or Peddlers \$100.00 per
month
\$25.00 per week
\$5.00 per day
- (b) Transient Merchants \$40.00 per
month
\$10.00 per week
\$2.00 per day
- (c) Temporary Food Service Establishment \$20.00 per
month
\$5.00 per week
\$1.00 per day

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-5-9. Employee license. (section 5-220)

- (a) Chauffeurs License \$40.00 per
year
- (b) Sexually Oriented Business Employee License \$150.00 per
year
- (c) Door-to-Door Solicitors or Peddlers License \$100.00 per
month
\$25.00 per week
\$5.00 per day

(Ord. No. 3518, § 3(Exh. C), 12-16-19; Ord. No. 3593, § 1(Exh. A), 7-1-24)

CHAPTER 6. FIRE PREVENTION AND PROTECTION (Reserved)**CHAPTER 7. FLOOD PREVENTION AND CONTROL (Reserved)****CHAPTER 8. GARBAGE AND TRASH (Reserved)****CHAPTER 9. HEALTH AND SAFETY (Reserved)****CHAPTER 10. MUNICIPAL COURT (Reserved)****CHAPTER 11. PUBLIC NUISANCES AND PROPERTY ENHANCEMENT (Reserved)****CHAPTER 12. OFFENSES (Reserved)****CHAPTER 13. PARKS AND RECREATION*****Section D-13-1. Special event fees* . (section 13-5)**

Special Event Permit	\$40.00
Film Permit	\$40.00
Road Closure Fee	\$25.00/hr. per employee
Tent or Temporary Structure Permit	\$20.00
Event Merchant	\$2.00 Per Day
Pole Banner Installation	\$15.00 Per Banner, Minimum Fee of \$100.00

* Other permits or licenses may be required depending on regulations from the City, State or County.
(Ord. No. 3593, § 1(Exh. A), 7-1-24)

Section D-13-2. Shelters. (section 13-5)

<i>Park Shelter Reservations</i>	<i>First Two Hours</i>	<i>Each Additional Hour</i>
Regular Shelters	\$12.50	\$7.50
Pavilion at City Center in Johnston Park	\$25.00	\$10.00

Two Hour Minimum Reservation Required.
(Ord. No. 3593, § 1(Exh. A), 7-1-24)

***Editor's note**—Ord. No. 3593, § 1(Exh. A), adopted July 1, 2024, amended the Code by the addition of Ch. 6, §§ D-6-1—D-6-3; however, said provisions have been redesignated as Ch. 13, §§ D-13-1—D-13-3, at the editor's discretion, for purposes of clarity and classification of the Code.

Section D-13-3. Sports and recreation facilities. (section 13-5)

<i>Sports Fields Reservations/ Rental</i>	<i>Per Hour</i>	<i>Per Hour with Lights*</i>
Baseball Fields	\$10.00 Per Field	\$15.00 Per Field
Softball Fields	\$10.00 Per Field	\$15.00 Per Field
Soccer Fields	\$10.00 Per Field	\$15.00 Per Field
Pickle Ball Courts	\$5.00 Per Court	\$10.00 Per Court
Tennis Courts	\$5.00 Per Court	\$10.00 Per Court

* Light Key Deposit of \$50.00 maybe required.

<i>Pools Frontier & Sooner Pools</i>	<i>Entry Pricing</i>	<i>Entry Punch Cards 10 Entries</i>	<i>Entry Punch Cards 20 Entries</i>
6 & Under	\$2.00	\$15.00	\$28.00
7 & Up	\$4.00	\$30.00	\$56.00
65 & Up	\$2.00		
Active Military	\$2.00		

Per Section 13-5(f), The city council may elect to enter into a contract, lease, or agreement with any other public or private entity for the use, operation, and/or management of any park, recreational facility, open space area or part thereof.

(Ord. No. 3593, § 1(Exh. A), 7-1-24)

CHAPTER 14. PERSONNEL (Reserved)**CHAPTER 15. POLICE (Reserved)****CHAPTER 16. SIGNS AND ADVERTISING (Reserved)****CHAPTER 17. STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES (Reserved)****CHAPTER 18. TAXATION AND FINANCE (Reserved)****CHAPTER 19. TRAFFIC AND VEHICLES (Reserved)****CHAPTER 20. UTILITIES (Reserved)**

CODE COMPARATIVE TABLE

Ord. No.	Adoption Date	Subject in this Code	Section		Section in this Code
3549	10- 4-2021	Water rates			20-56(a)(2)
3550	11- 1-2021	Use tax	1—22	Added	18-171—18-191
3551	2- 7-2022	Closing a portion of right-of-way			
3552	4- 4-2022	Amending employee retirement system			
3553	4- 4-2022	Water and wastewater rates, billing and fees			20-56, 20-57
3554	4- 4-2022	Garbage and trash			20-251 8-122—8-124
3555	5- 2-2022	Sidewalks	1	Added	17-61—17-63
3556	5-23-2022	Bonds			
3557	6- 6-2022	Closing of a portion of utility easement			
3558	7- 5-2022	Amends land use and zoning map			
3559	9- 6-2022	Keeping of dogs and cats restricted			3-25
3560	9- 6-2022	Public nuisances and property enhancement			11-3, 11-4
3561	10- 3-2022	Amends land use and zoning map			
3562	11- 7-2022	Granting a nonexclusive permit to Dobson Technologies, Inc			
3563	11- 7-2022	Hudson Lake Water Reservoir	1		13-16(5)
3564	12- 5-2022	Closing of a portion of utility easement			
3565	1-3-2023	Soil erosion and sediment control	1(Exh. A)		App. A, § 7.4.9
3566	3- 6-2023	Granting a nonexclusive franchise			
3567	3- 6-2023	Amends land use and zoning map			
3568	3- 6-2023	Sewer use pretreatment standards			20-156.0— 20-156.3 20-158.0— 20-158.4 20-160.0— 20-160.3 20-162.0— 20-162.7

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Ord. No.	Adoption Date	Subject in this Code	Section		Section in this Code
3569	4- 3-2023	Water shortages	1	Rpld Added	20-106—20-113 20-106—20-109
3570	4- 3-2023	Ward boundaries			
3571	4- 4-2023	Equal access to housing			12-179—12-182
3572	7- 3-2023	Special election proclamation			
3573	9- 5-2023	Closing of a portion of utility easement			
3574	10- 2-2023	Closing of a portion of utility easement			
3575	10- 2-2023	Amends land use and zoning map			
3576	10- 2-2023	Flood prevention and control			7-17(f)
3577	10- 2-2023	Water shortages	1		20-106—20-109
3578	10- 2-2023	Equal access to housing	1		12-179 12-185
3579	11-20-2023	Authorizing issuance of bonds			
3580	12- 4-2023	Amends land use and zoning map			
3581	6- 1-2023	Keep Bartlesville Beautiful Ordinance	1—8	Added	2-164—2-165.6
3582	12- 4-2023	Garbage and trash		Rpld	8-16, 8-17 8-31—8-47 8-61—8-70 8-81—8-93 8-101—8-109 8-121—8-128 8-141—8-146 8-161 8-171, 8-172 8-181—8-183 8-191-8-204
				Added	8-16, 8-17 8-31—8-47 8-81—8-93 8-101—8-109 8-121—8-128 8-141—8-146 8-161 8-171, 8-172 8-181—8-183 8-191-8-204
3583	1- 2-2024	Amends land use and zoning map			

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Ord. No.	Adoption Date	Subject in this Code	Section	Section in this Code
3584	2- 5-2024	Amends land use and zoning map		
3585	3- 4-2024	Closing of a portion of utility easement		
3586	3- 4-2024	Amends land use and zoning map		
3587	4- 1-2024	Sidewalks	1	17-61—17-63
3588	5- 6-2024	Closing of a portion of utility easement		Added 17-64—17-66
3589	6- 3-2024	Amending employee retirement system		
3590	6- 3-2024	Amending employee retirement system		
3591	7- 1-2024	Amending employee retirement system		
3592	7- 1-2024	Street names changed within Oak Wood		
3593	7- 1-2024	General schedule of fees	1(Exh. A)	App. D, §§ D-1-1—D-1-5 App. D, § D-2-1 App. D, §§ D-5-1—D-5-9 Added App. D, §§ D-13-1—D-13-3 2-164—2-165.6
3594	8- 5-2024	Keep Bartlesville Beautiful Ordinance	1—8	
3596	9- 3-2024	Amends land use and zoning map		
3597	10- 7-2024	Permitted uses in residential districts; child care and adult care facilities	1(Exh. A) 2(Exh. B)	App. A, table 4.2 App. A, § 7.3

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BARTLESVILLE CODE

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I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2025-26 appropriating unanticipated revenue for the Police Department.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2025-2026. Appropriating unanticipated revenue for the Police Department.

II. STAFF COMMENTS AND ANALYSIS

The City has also received a donation from Arvest in the amount of \$5,000. These funds must be appropriated prior to their expense.

III. BUDGET IMPACT

Budgetary impact nets zero, \$5,000 increase in revenue and \$5,000 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2025–2026, APPROPRIATING UNBUDGETED REVENUE FOR THE GENERAL FUND.

WHEREAS, THE City of Bartlesville has received unanticipated revenue in the amount of \$5,000; and

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

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

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

Other Services (52510)	\$ 5,000
------------------------	----------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY OF NOVEMBER, 2025.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on a resolution for the selection of Pre-Qualified Engineering Consulting Firm to perform bridge inspections between April 1, 2026 and March 31, 2028.

Attachments:

- ODOT Off-System Bridge Inspection Packet
- Bridge Inspection Resolution
- Washington County Resolution

II. STAFF COMMENTS AND ANALYSIS.

Every two years, as mandated by the Federal Highway Administration, the City is required to conduct an inspection of its 26 bridges. These inspections are coordinated by the Oklahoma Department of Transportation (ODOT) and are reimbursed with 100% Federal Grants. As part of the bridge inspection program, the City is required to approve a resolution stating the City's intent regarding the inspection services. The City is given four (4) options for selecting a consultant for the inspection services. The options are as follows:

- Select a consulting firm from their pre-qualified list of consultants. This requires that the City interview at least three (3) of the firms and make a selection
- Elect to do bridge safety inspections with City staff
- Use the same firm that the County Selects
- Let ODOT select for the City

City staff have historically chosen the first option to interview pre-qualified firms and make a selection. The City has used Guy Engineering since 2004 for the inspection services and have been satisfied with their services. In 2010, City Staff contracted with TranSystems for the inspection services to try out a different consultant. While their services were sufficient, staff was not as satisfied with their work and again contracted with Guy Engineering in 2012 and subsequent years. This year, as in 2024, Washington County has already elected to use Guy Engineering for their bridge inspections. Rather than going through the interview process when we are already satisfied with Guy Engineering, Staff has elected go with the 3rd option and use the same firm the County has selected, which is Guy Engineering. The proposed resolution, the County's resolution, and correspondence from ODOT is attached.

III. BUDGET IMPACT

There is no budget impact with this item. The bridge inspections are fully funded by the Oklahoma Department of Transportation.

IV. RECOMMENDED ACTION

City staff recommends Guy Engineering Services for the inspection services based on past experience with them along with Washington County's selection. Please schedule this item for City Council consideration at its November 3th meeting.



September 24, 2025

Board of County Commissioners

Dear Commissioners:

Re: Letter of Choice for County Bridge Inspection Contracts

The Oklahoma Department of Transportation (ODOT) has selected seven consulting firms to perform routine Local Government bridge safety inspections based on our established qualifications-based selection process and the requirements of the National Bridge Inspection Standards (NBIS). It is anticipated the new routine Local Government bridge inspection contracts will be active from *April 1, 2026 to March 31, 2028*. A list of the Prequalified Bridge Inspectors and Circuit Engineering Districts is attached.

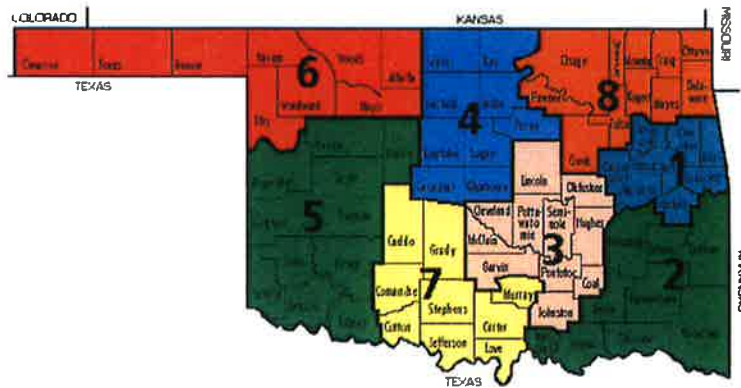
County Bridge Inspection Contracts are federally funded, to comply with the NBIS, all Local Governments are required to choose from the following options, no later than Friday, ***November 21, 2025***:

- (1) Select a Circuit Engineering District if there is one available in your area.
- (2) Select one of the ODOT prequalified consulting firms from the attached "Qualified Bridge Inspectors" list. You are encouraged to evaluate the Consultant's Letter of Interest (LOI) and the Consultant's response packet to determine which firm best suits your needs. *Interviews are not required to finalize your selection.* Please refer to the following web site:
<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2025-2026/>
- (3) You may elect to perform bridge safety inspections with your own forces provided the bridge inspection teams and program manager are fully qualified in accordance with the NBIS. For your information we have attached a copy of the latest NBIS qualification requirements. Payment would be based on actual rates including applicable payroll additives for benefits, etc. and vehicle mileage rates. Provide ODOT the qualifications of your team leader, assistant team leader, and program manager for approval prior to performing inspections.
- (4) Let ODOT make the selection for you.

*You are respectfully requested to make your choice before **November 28, 2025**, by Resolution stating your choice of 1, 2, 3, or 4 above. It is critical that we receive your resolution in a timely manner to obtain ODOT Transportation Commission approval prior to April 2026. Only one (1) engineering firm or one (1) engineering circuit district is allowed to perform inspections per county. If your resolution is not received by November 28, 2025, ODOT will make the selection for you. Please note that, once you select your bridge inspection team, no changes can be made until the next contractual period.*

Please send one copy of your resolution to the appropriate field district office and one copy to the contract administrator (see following page), electronic copies via e-mail are preferred.

Contract Administrator	Field District	Contact/Email
Sunsinee L. Parker Project Management Division Oklahoma Dept. of Transportation 200 NE 21st Street Oklahoma City, OK 73105-3204 Phone: (405) 210-0643 SLParker@odot.org	1: (918) 687-5407	Kevin Arnold kwarnold@odot.org
	2: (580) 298-3371	Shane Miller SHMILLER@odot.org
	3: (580) 332-1526	Matthew Blakeslee mblakeslee@odot.org
	4: (405) 706-6600	Wes Kellogg wkellogg@odot.org
	5: (404) 967-3552	Jimabel Moore JJMoore@odot.org
	6: (405) 388-4488	Luke Davis LDDAVIS@agency.ok.gov
	7: (580) 255-7586	Dustin Vaughan dvaughan@odot.org
	8: (918) 838-9933	Thomas Askegaard TAskegaard@odot.org



Per ODOT policy, the county is responsible for bridge inspections in the cities under their jurisdiction that have less than five (5) bridges. Per Oklahoma statute (69 O.S. § 316) the county is responsible for bridge inspections in cities with a population less than 2,500. Exceptions to the statute may exist where cities with populations between 2,500 and 5,000 have existing maintenance agreements with the county in place, and on file at ODOT, directing responsibility of bridge inspection on the county. For your information, attached is a list of the cities and their populations per the 2020 census.

Once we receive your choice as noted above, the Department will contract with the consultant to perform bridge inspections. Please feel free to contact any of the following with questions you may have:

- | | |
|--|--|
| • ODOT District Office in your area | Ask for the County Bridge Coordinator. |
| • Steven Gauthé sgauthé@odot.org | 405-521-2553 Local Government Division |
| • Walt Peters wpeters@odot.org | 405-521-2606 Bridge Division |
| • Daniel Knickmeyer dknickmeyer@odot.org | 405-521-2606 Bridge Division |

Yours sincerely,

Jason Giebler, P.E., S.E.
Bridge Engineer

JG/wp

Enclosures

cc: Director
Chief Engineer
Director of Operations
Director of Design
County Bridge Coordinators
Prequalified Inspection Consultants

Field Division Engineers
Project Management Division
Local Government Division
FHWA
ACCO
Circuit Engineering Districts 2, 3, 4, 7, and 8

**Prequalified Bridge Inspectors
CI-2550**

Prequalified Consultants	Contact	Office Phone	Cell Phone	E-mail Contact
B&N / Lochner	Edward Cinadr Troy Travis	(614) 296-0522 (405) 249-5463	(614) 296-0522 (405) 249-5463	ed.cinadr@burgessniple.com
CEC Corporation	Gus Wuertz	(405) 753-4200	(405) 753-4200	Gus.Wuertz@connectcec.com
Conсор Engineers, LLC	Ryan Craig	(405) 370-3915	(405) 370-3915	Ryan.Craig@consoreng.com
Garver	Brad Thompson	(918) 250-5922	(918) 740-6386	brthompson@garverusa.com
Guy Engineering	Brad Folks	(918) 437-0282	(539) 424-5033	Brad@GUYengr.com
Olsson	Jimmy Sparks	(405) 435-4504	(405) 435-4504	jsparks@olsson.com
Walter P. Moore	Brent Bolerjack	(405) 493-0500	(405) 394-0875	BBolerjack@walterpmoore.com

Prequalified Circuit Engineering Districts	Contact	Office Phone	Cell Phone	E-mail
Circuit Engineering District No. 2	Scott Brians	(918) 682-2125	(918) 857-6433	scott@eoced2.com
Circuit Engineering District No. 3	Jimmy Westbrook	(580) 326 9191	(580) 306 1104	Jwestbrook@Oklahomaced3.gov
Circuit Engineering District No. 4	David Hendricks	(405) 214-0058	(580) 559-9280	davidh@okced4.us
Circuit Engineering District No. 7	John Northup	(580) 323-8685	(580) 309-0004	john.northup@ced-7.org
Circuit Engineering District No. 8	Donnie Head	(580) 327-2278	(580) 430-5057	dhead@ced8.org

Additional information pertaining to the consultants can be found at the following address:

<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2025-2026/>

Note: Circuit Engineering Districts work for counties. In cases where the County selects a Circuit Engineering District, Cities will have the option of using the same selection as the County which would allow the City to use the Circuit District unless the County has objections.

National Bridge Inspection Standards (NBIS) Requirements:

Program Manager: Reference is made to 23 CFR Part 650 National Bridge Inspection Standards (NBIS): NBIS require that the program manager be a registered professional engineer, registered in Oklahoma. The program manager is responsible for oversight of the Local Government bridge safety inspection program. He or she must be qualified and approved by the ODOT Bridge Division to review inspection forms, calculate load ratings for posting and closing bridges, do scour studies and assessments, and make repair recommendations to the bridge owner. If the Local Government does not employ a qualified Professional Engineer, you may select a consulting engineer under similar terms covered in choice (2) above for the Program Manager or when there is a qualified Circuit Engineering District in your area, you may use the Program Manager from the Circuit Engineering District – choice (1) above. Program Managers must participate in the Department's QC/QA training.

Inspection Team: The NBIS, FHWA, and / or ODOT require the following: The bridge inspection team consists of a Team Leader and an assistant, with the Team Leader having successfully completed a two-week FHWA approved comprehensive bridge inspection class plus one of the following:

- (1) Be a registered Professional Engineer registered in the State of Oklahoma with a minimum of 6 months bridge inspection experience.
- (2) Have a full five-year bridge safety inspection experience.
- (3) Have a NICET level III or IV in bridge safety inspection.
- (4) Have a bachelor's degree in engineering from accredited college or university, pass the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering examination, and have a minimum of two years of bridge inspection experience.
- (5) Have an associate's degree in engineering or engineering technology from an accredited college or university and four years of bridge inspection experience.

The Team Leader must participate in the Department's QC/QA training.

Assistant Team Leader: The assistant team leader must have completed two-week FHWA approved comprehensive bridge inspection class and/or attend QC / QA bridge inspection training provided by the Department.

RESOLUTION NO. _____

A RESOLUTION CONCERNING BRIDGE INSPECTION
RESPONSIBILITY BY LOCAL GOVERNMENT FOR COMPLIANCE WITH NATIONAL
BRIDGE INSPECTION STANDARDS

Bridge Inspection Contracts for April 1, 2026 to March 31, 2028

WHEREAS, the City of Bartlesville has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of Bartlesville has the following options:

- 1) **Select one of ODOT's prequalified engineering firms.**
- 2) **Elect to do bridge safety inspection with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).**
- 3) **Use the same consultant as Washington County.**
- 4) **Let ODOT make your selection.**

Therefore, BE IT RESOLVED, by the City of Bartlesville that it is their desire to select option #3 and to contract with

Guy Engineering Services
6910 E 14th St
Tulsa, OK 74112

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Bartlesville and duly signed by the Mayor this 3rd day of November, 2025.

THE CITY OF BARTLESVILLE, OKLAHOMA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 3rd day of November, 2025.

City Attorney

RESOLUTION NUMBER - 25-63
RESOLUTION for CI-2550
CONCERNING BRIDGE INSPECTION RESPONSIBILITY
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH
NATIONAL BRIDGE INSPECTION STANDARDS
Bridge Inspection Contracts for April 1, 2026 to March 31, 2028

WHEREAS, the Board of Washington County Commissioners has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the Board of Washington County Commissioners have the following options:

- (1) Choose a Circuit Engineering District if there is one available in our area.
- (2) Select one of ODOT's prequalified engineering firms.
- (3) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* in accordance with the NBIS (National Bridge Inspection Standards).
- (4) Let ODOT make the selection.

Therefore, BE IT RESOLVED, by the Board of Washington COUNTY COMMISSIONERS that it is their desire to select option # 2 and choose

Name
Address

CIVIL ENGINEERING

as the engineer responsible for county bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this 6 day of October 2025

BOARD OF Washington COUNTY COMMISSIONERS

BY [Signature] CHAIRMAN

BY [Signature] MEMBER

BY [Signature] MEMBER



ATTN: [Signature]
County Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on approving the Cintas Agreement for biweekly towel and janitorial supplies services.

Attachments:

- Cintas Cooperative Acceptance Agreement

II. STAFF COMMENTS AND ANALYSIS

This Cintas Service agreement would include:

- Bi-weekly bath towel service to clean golf cart fleet after daily washings.
- Bi-weekly service for janitorial supplies for clubhouse and on-course bathrooms including: Hand towel rolls, toilet paper rolls, foam soap refills, urinal mats, urinal screens, wet mop replacement, and dust mop replacement.
- All hand towel, toilet paper, and soap dispensers will be replaced with Cintas matching dispensers.
- Was notified that Image First is no longer going to service the golf course with cleaning towels due to company decisions and restructuring.
- Image First towels were also extremely small and of poor quality compared to the larger, higher quality Cintas bath towels at a similar cost.
- Cintas Cooperative Acceptance Agreement is a 5-year agreement.

III. BUDGET IMPACT

Total monthly cost will be similar to what is currently being expensed for towel service and janitorial supplies purchased. The only added expense will be the (3) urinal mats for men's bathrooms which are not currently used but will be an additional \$24 cost per week. Bath towels are of similar price but are much larger and superior making cleaning the golf carts daily much easier. The hand towels will actually be cheaper than purchasing them in house.

Starting Monthly cost will be: \$311.50 plus \$6 delivery charge per delivery.

IV. RECOMMENDED ACTION

Staff recommends approval of the Cintas Cooperative Acceptance Agreement.

Workplace Solutions Cooperative Acceptance Agreement









Main Corp Code 13897 / MLA # 211011348
GPO # 211011196





Service Location No : 0063
MLRA/NA : Account Number :
Contract No : Date : 09/30/2025
Business Index : Dynamics ID : 443842dc-6fdd-4135-8c5a-0123b1009878

Customer Name Boots and Hollow Golf Club		DBA Name Boots and Hollow Golf Club	
Delivery Address 5801 Tuxedo Blvd		Delivery Address 2 :	
City : Bartlesville	State / Province : OK	Zip / Postal Code : 74006	Phone : 918-331-3900

*This agreement is effective as of the date of execution for a term of 60 months from the date of installation

Facility Services

Non-Garments / Services	Frequency	Inventory	Unit Price
 X27069 SIG SOAP SVC	Weekly	5	\$ 2.000 Auto LR: No Buy Back: No
 X2650 WET MOP LARGE	Weekly	1	\$ 1.750 Auto LR: No Buy Back: No
 X2590 36" DUST MOP	Weekly	1	\$ 2.000 Auto LR: No Buy Back: No
 X27026 SIG AIR SVC	Weekly	5	\$ 3.500 Auto LR: No Buy Back: No
 X27083 SIG DUALTP RFL PAPER	Every 4 Weeks	1	\$ 15.000 Auto LR: No Buy Back: No
 X9281 HRDWND WHT PAPER LRG	Every 4 Weeks	6	\$ 6.250 Auto LR: No Buy Back: No

Non-Garments / Services	Frequency	Inventory	Unit Price
 X6680 DISP URINAL MAT SVC	Weekly	3	\$ 8.000 Auto LR: No Buy Back: No
 X9210 URINAL SCREEN SVC	Weekly	3	\$ 1.500 Auto LR: No Buy Back: No
 X2719 REGULAR BATH TOWEL	Weekly	60	\$ 0.400 Auto LR: No Buy Back: No
 X5554 BRUTE 55 GAL LD BLK ROL	Every 4 Weeks	5	\$ 8.000 Auto LR: No Buy Back: No

Storage

Charge Description	Per Delivery
Shop Towel Container	\$ 0.00
Free Liquid Statement. Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spoils.	

Payment Charges

COD Terms per delivery charge for prior service (if Amount Due is Carried to Following Delivery)

Charge Description	Price
COD Term Charge	\$ 6.00

Other Charges

Charge Description	
Artwork Charge for Logomat	\$ 0.00
Minimum Charge: \$35 per delivery or 50% of initial invoice (the greater of the two)	

Agreement Provisions

Description	Included: YES/NO
Linen Service Company will may make periodical physical inventories of items in possession or under control of Customer.	YES
Other :	

Workplace Solutions Cooperative Acceptance Agreement



Agreement Terms And Conditions

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS. This workplace solutions cooperative acceptance agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.

- d. **No Class Actions in Arbitration or In Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
- e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
- f. **Severability:** If any section or provision of this paragraph 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.
10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
 - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer is NOT a United States federal government agency or instrumentality.
14. **Customer Funding Source:** Customer will NOT pay for the goods and services ordered under this Acceptance Agreement with any United States government funds.
15. **Additional Terms:** Customer DOES NOT require any additional terms and conditions to be incorporated into this Acceptance Agreement.
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of an on-demand contract with B-Town Construction for the installation and decommissioning of water distribution lines of various sizes with the City of Bartlesville's water distribution system.

Attachments:
Contract

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

One of the City's most pressing needs in water distribution is the replacement of water lines that have exceeded or are nearing the end of their service life. The City's water distribution system consists of approximately 312 miles of water line. Of this total, 90 miles are more than 50 years old. Given that the typical service life of water pipe ranges from 50 to 100 years, roughly one-third of the City's water system is now in the latter portion of its useful life.

Over the past five years, the water system has experienced a steady increase in the number of line breaks, indicating the growing need for infrastructure renewal. The City's original plan was for staff within Water Distribution to perform the majority of the line replacements. However, maintaining adequate staffing levels has been a consistent challenge, with the department operating at approximately 30% below full staffing for the past five years.

Given the combination of aging infrastructure and limited internal staffing capacity, staff recommends initiating the use of contracted services for water line replacement work. To provide flexibility and efficiency, staff proposes an on-demand contract under which water lines may be replaced as needed, capping the value of the services at \$100,000 or 6 months, whichever comes first. This will provide a good test run on this program to determine if this project delivery method is viable or if the traditional engineering plan preparation/competitive bid process is necessary.

Because of their extensive experience and familiarity with the City's standards and procedures, B-Town Construction was asked to submit a proposal for the installation of water lines of various sizes and depths, with the City providing all materials (pipe, fittings, rock, concrete, etc.). This contract method will be capped at \$100,000 or 6 months, whichever comes first, to evaluate its effectiveness and efficiency. The contract is attached for your review.

Funding for these improvements will be provided through the Water Distribution Capital Fund.

III. BUDGET IMPACT

\$463,798 is available for water system improvements. The proposed cost of these on-demand services will be capped at \$100,000, which is within the available budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the contract with B-Town Construction for on-demand services for water line replacement.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 3rd day of November, 2025, by and between B-Town Construction hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

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

1. SCOPE OF WORK. The project shall include all labor, equipment, and expense necessary to install and decommission water lines of various sizes as requested by the Director of Water Utilities. The City shall furnish all material (pipe, fittings, restraints, gravel, and paving materials) to facilitate the work.
2. TIME OF COMPLETION. NOT APPLICABLE FOR THIS CONTRACT.
3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the unit pricing established in the Bid Proposal Form as attached. The unit pricing shall be valid for a period not to exceed six months with the overall total of work not exceeding \$100,000.
4. ACCEPTANCE AND PAYMENT. Payment will be made by the City upon completion and acceptance of the work by the Director of Water Utilities, subject to the provisions of Paragraph 11 and 14 of the General Conditions. Partial payments will be allowed based on percent of work complete at the time of request.

GENERAL CONDITIONS

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

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

and shall notify the City if the drawings or specifications are at variance therewith.

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

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

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

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

CITY OF BARTLESVILLE

Mayor, James S. Curd, Jr.

Contractor

Attest

BID PROPOSAL FORM

This shall be a unit price, on-demand contract for the installation and decommissioning of water distribution lines of various sizes within the City's water distribution system.

The City shall furnish all pipe, fittings, restraints, concrete, gravel, paving materials (concrete and asphalt), and testing to facilitate the work.

The Contractor shall be responsible for providing all labor, equipment, and tools necessary to:

- Install and connect water lines of various sizes;
- Pressure test and disinfect newly installed lines to ensure they meet bacteriological safety standards;
- Install paving for streets, curbs, sidewalks and/or driveways;
- Coordinate with City staff for scheduling of taps and testing.

Item	Description	Unit	Unit Price
1	Install 1.5" to 6" water mains up to 5 feet in depth including fittings, valves, connections and restraints	LF	\$40.00
2	Install 1.5" to 6" water mains between 5 feet to 8 feet in depth including fittings, valves, connections and restraints	LF	\$45.00
3	Install 1.5" to 6" water mains between 8 feet to 10 feet in depth including fittings, valves, connections and restraints	LF	\$50.00
4	Install 8" to 12" water mains up to 5 feet in depth including fittings, valves, connections and restraints	LF	\$50.00
5	Install 8" to 12" water mains between 5 feet to 8 feet in depth including fittings, valves, connections and restraints	LF	\$55.00
6	Install 8" to 12" water mains between 8 feet to 10 feet in depth including fittings, valves, connections and restraints	LF	\$60.00
7	Install Service Tap from ¾" to 2"	EA	\$300.00
8	Install ¾" service lines	LF	\$30.00
9	Install 1" service lines	LF	\$30.00
10	Install 1.5" service lines	LF	\$30.00
11	Install 2" service lines	LF	\$35.00
12	Sawcut and remove pavement	LF	\$3.00
13	Install concrete paving	SF	\$18.00

BID PROPOSAL FORM

Item	Description	Unit	Unit Price
14	Install asphalt paving	SF	\$10.00
15	Pressure testing and disinfection of water mains from 1.5" to 6" in diameter	LF	\$1000.00
16	Pressure testing and disinfection of water mains from 8" to 12" in diameter	LF	\$2000.00
17	Mobilization for each project	EA	\$2500.00

Name and Address of Bidder: B- Town Construction LLC

5225 Woodland Rd

Bartlesville OK, 74006

Telephone No.: 918-814-6463

Contact Person: Martin Perez

Title: Manager

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on a Change Order No. 1 from Keohn Construction Services for the Construct Box Hangar – Bartlesville Municipal Airport project.

Attachments:

Contractor-signed Change Order No. 1

II. STAFF COMMENTS AND ANALYSIS

This project consists of construction of a 120'x130' box hangar at the Bartlesville Municipal Airport along a concrete apron and site utilities. The project is being funded by a 40% Oklahoma Department of Aerospace and Aeronautics (ODAA) grant and the sponsor share of 60% of the cost is being provided by the Bartlesville Development Authority (BDA). The construction contract was awarded to Keohn Construction Services at the August 4, 2025 City Council meeting in the amount of \$5,011,059.66.

The box hangar was designed to accommodate aircraft as large as an Embraer 175. The door height required to accommodate the tail height of larger aircraft, such as the Embraer 175, triggered requirements for additional fire suppression in the Fire Code. Staff and design consultants (Parkhill) worked to come up with a system that could be supported by the Fire Marshall. However, some of the equipment required was not detailed until the project had already been bid. The Fire Marshall requested that flame detection cameras be included with the fire suppression system. This information was not included with the bid documents. Staff and Parkhill worked with the contractor to get a price to add the flame detection to the scope. Additionally, there was an error on plan details associated with the required 38' tall door height required for the larger aircraft. The plan details called out a shorter door height than required. The contractor has provided a revised cost for this scope of work as well. The contractor has submitted Change Order No. 1 for the changes to the fire suppression system and the hangar door height revisions. The prices they have provided align closely with the initial ballpark estimates provided by Parkhill.

III. BUDGET IMPACT

Change Order No. 1 will add \$128,787.27 to the original contract of \$5,011,059.66 for a total contract price of \$5,139,846.93. The additional funds will be provided by the ODAA and the BDA. Staff has discussed this with the BDA and they had

planned some additional contingency for this project, therefore they no issues with Change Order No. 1.

IV. RECOMMENDATION

Staff recommends approval of Change Order No. 1 with Koehn Construction Services for an overall net increase in the contract amount of \$128,787.27.

CHANGE ORDER

Project: Construct Box Hangar Grant No. ODAA BVO-26H-S	Change Order No. 1
Project Description: Construct Box Hangar	
Requested Changes & Reasons: Increase hangar door height from 30' to 38', and add a Flame Detection System to the fire suppression system.	
LOCATION: Bartlesville Municipal Airport	

The above will necessitate the following changes in quantities and estimates, which will be shown as overruns and underruns on future progressive estimates and vouchers.

Item	Description	Quantity	Unit Price \$	Amount \$	Days Req'd
	Please see attached breakdown of quantities.			128,787.27	7
Total this Change Order				128,787.27	7 CD
Existing Contract				5,011,059.66	365 CD
New Contract				\$ 5,139,846.93	372 CD

The prices for additional items have been compared with other contract prices and are fair for the amount of work involved.

_____ Date _____ **Parkhill**

Approved by the City of **Bartlesville** this _____ day of _____, 2025

James S Curd, Mayor

We, **Koehn Construction Services** contractor on the above project, do hereby agree to a net **increase** in the contract of **\$ 128,787.27** and **7 Calendar** days as full compensation for making the above changes in accordance with the governing specifications.

Koehn Construction Services

David Schultz, COO

Subscribed and sworn before me this _____ day of _____, 2025.

My Commission Expires:

Notary Public

Change Order No. 1

Construct Box Hangar
ODAA BVO-26H-S
Bartlesville Municipal Airport

Item	Description			Original Contract		Change Order No. 1		Revised Contract	
		Unit Price \$	Unit	Quantity	Amount \$	Quantity	Amount \$	Quantity	Amount \$
Base Bid									
1	MOBILIZATION	\$ 240,451.42	LS	1	\$ 240,451.42		\$ -	1	\$ 240,451.42
2	LOW PROFILE FLAG AND FLASHER BARRICADES	\$ 15,905.24	LS	1	\$ 15,905.24		\$ -	1	\$ 15,905.24
3	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AN SILTATION CONTROL	\$ 38,490.69	LS	1	\$ 38,490.69		\$ -	1	\$ 38,490.69
4	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	\$ 197,035.28	LS	1	\$ 197,035.28		\$ -	1	\$ 197,035.28
5	REMOVE, STOCKPILE, AND REPLACE TOPSOIL	\$ 12.62	CY	1052	\$ 13,276.24		\$ -	1052	\$ 13,276.24
6	UNCLASSIFIED EXCAVATION USED AS EMBANKMENT	\$ 18.70	CY	145	\$ 2,711.50		\$ -	145	\$ 2,711.50
7	BORROW MATERIAL (FROM OFF-SITE)	\$ 29.30	CY	5622	\$ 164,724.60		\$ -	5622	\$ 164,724.60
8	HYDRATED LIME (4-6%)	\$ 431.71	TONS	23	\$ 9,929.33		\$ -	23	\$ 9,929.33
9	8" LIME TREATED SUBGRADE	\$ 23.74	SY	2894	\$ 68,703.56		\$ -	2894	\$ 68,703.56
10	6" CRUSHED AGGREGATE BASE COURSE	\$ 10.71	SY	3784	\$ 40,526.64		\$ -	3784	\$ 40,526.64
11	12" PC CONCRETE SURFACE COURSE	\$ 94.05	SY	2894	\$ 272,180.70		\$ -	2894	\$ 272,180.70
12	CONSTRUCT HANGAR FOUNDATION	\$ 196.57	SY	2375	\$ 466,853.75		\$ -	2375	\$ 466,853.75
13	CONSTRUCT 150'X132' BOX HANGAR	\$ 3,129,282.68	EA	1	\$ 3,129,282.68		\$ 128,787.27	1	\$ 3,258,069.95
14	SOLID SLAB SODDING AND WATERING UNTIL ESTABLISHED	\$ 6.37	SY	3295	\$ 20,989.15		\$ -	3295	\$ 20,989.15
15	4" WHITE STRIPING - VEHICULAR PARKING	\$ 6.48	LF	220	\$ 1,425.60		\$ -	220	\$ 1,425.60
16	6" CURB AND GUTTER	\$ 69.13	LF	60	\$ 4,147.80		\$ -	60	\$ 4,147.80
17	6" CLASS A PC CONCRETE PAVING	\$ 67.13	SY	885	\$ 59,410.05		\$ -	885	\$ 59,410.05
18	4" CONCRETE SIDEWALK	\$ 60.89	SY	130	\$ 7,915.70		\$ -	130	\$ 7,915.70
19	OIL SEPARATOR	\$ 72,709.68	EA	1	\$ 72,709.68		\$ -	1	\$ 72,709.68
20	CONCRETE WHEEL STOPS	\$ 186.22	EA	10	\$ 1,862.20		\$ -	10	\$ 1,862.20
21	INSTALL BOLLARD	\$ 1,539.65	EA	3	\$ 4,618.95		\$ -	3	\$ 4,618.95
22	1.5" DIA. SCH 40 PVC PIPE	\$ 23.67	LF	70	\$ 1,656.90		\$ -	70	\$ 1,656.90
23	6" DIA. C900 DR18 PVC PIPE	\$ 41.85	LF	75	\$ 3,138.75		\$ -	75	\$ 3,138.75
24	1.5" 45° VERTICAL BEND	\$ 239.39	EA	4	\$ 957.56		\$ -	4	\$ 957.56
25	6" 45° VERTICAL BEND	\$ 390.78	EA	4	\$ 1,563.12		\$ -	4	\$ 1,563.12
26	1.5" 90° BEND	\$ 661.06	EA	1	\$ 661.06		\$ -	1	\$ 661.06
27	6" 90° BEND	\$ 573.58	EA	1	\$ 573.58		\$ -	1	\$ 573.58
28	1.5" GATE VALVE & BOX	\$ 1,763.06	EA	1	\$ 1,763.06		\$ -	1	\$ 1,763.06
29	4"x6" WYE TEE WITH 2-WAY CLEANOUT	\$ 604.25	EA	1	\$ 604.25		\$ -	1	\$ 604.25
30	6" SMITH & BLAIR TAPPING SADDLE	\$ 1,249.55	EA	1	\$ 1,249.55		\$ -	1	\$ 1,249.55
31	6" GATE VALVE AND BOX	\$ 1,638.09	EA	1	\$ 1,638.09		\$ -	1	\$ 1,638.09
32	1.5" WATER METER	\$ 5,371.88	EA	1	\$ 5,371.88		\$ -	1	\$ 5,371.88
33	CONNECT TO EXISTING UTILITY	\$ 262.88	EA	2	\$ 525.76		\$ -	2	\$ 525.76
34	30" RCP	\$ 180.75	LF	51	\$ 9,218.25		\$ -	51	\$ 9,218.25
35	30" PREFAB. CULVERT END SEC., ROUND	\$ 185.53	EA	2	\$ 371.06		\$ -	2	\$ 371.06
36	6" SDR26 PVC PIPE	\$ 36.95	LF	200	\$ 7,390.00		\$ -	200	\$ 7,390.00
37	4" SDR26 PVC PIPE	\$ 36.63	LF	40	\$ 1,465.20		\$ -	40	\$ 1,465.20
38	6" DR11 HDPE PIPE	\$ 41.18	LF	70	\$ 2,882.60		\$ -	70	\$ 2,882.60
39	8" DR11 HDPE PIPE	\$ 40.78	LF	40	\$ 1,631.20		\$ -	40	\$ 1,631.20
40	10" DR11 HDPE PIPE	\$ 45.07	LF	40	\$ 1,802.80		\$ -	40	\$ 1,802.80
41	12" DR11 HDPE PIPE	\$ 49.21	LF	20	\$ 984.20		\$ -	20	\$ 984.20
42	6" 90 DEGREE BEND WITH CLEANOUT	\$ 732.09	EA	1	\$ 732.09		\$ -	1	\$ 732.09
43	6"x6" TEE WITH 2-WAY CLEANOUT	\$ 744.59	EA	1	\$ 744.59		\$ -	1	\$ 744.59
44	6"x8" TEE WITH 2-WAY CLEANOUT	\$ 838.88	EA	1	\$ 838.88		\$ -	1	\$ 838.88
45	10"x6" TEE WITH 2-WAY CLEANOUT	\$ 862.74	EA	1	\$ 862.74		\$ -	1	\$ 862.74
46	8"x6" REDUCER	\$ 217.98	EA	1	\$ 217.98		\$ -	1	\$ 217.98
47	10"x8" REDUCER	\$ 271.38	EA	1	\$ 271.38		\$ -	1	\$ 271.38
48	12"x10" REDUCER	\$ 271.38	EA	1	\$ 271.38		\$ -	1	\$ 271.38
49	12" 45° BEND	\$ 388.99	EA	1	\$ 388.99		\$ -	1	\$ 388.99
50	12" PREFAB. FLARED END SECTION	\$ 1,277.41	EA	1	\$ 1,277.41		\$ -	1	\$ 1,277.41
51	CONSTRUCTION STAKING II	\$ 10,787.82	LS	1	\$ 10,787.82		\$ -	1	\$ 10,787.82
52	HAND RAIL	\$ 283.35	LF	25	\$ 7,083.75		\$ -	25	\$ 7,083.75
53	GRAVEL SPLASH STRIP	\$ 198.69	SY	7	\$ 1,390.83		\$ -	7	\$ 1,390.83
54	DISINFECTION & TESTING	\$ 6,816.53	LS	1	\$ 6,816.53		\$ -	1	\$ 6,816.53
55	CLEARING & GRUBBING	\$ 0.30	SY	9462	\$ 2,838.60		\$ -	9462	\$ 2,838.60
56	DEMO EXISTING WATERLINE	\$ 3.03	LF	913	\$ 2,766.39		\$ -	913	\$ 2,766.39
57	18" PREFAB. FLARED END SECTION	\$ 5,345.17	EA	1	\$ 5,345.17		\$ -	1	\$ 5,345.17
58	18" RCP	\$ 173.79	LF	77	\$ 13,381.83		\$ -	77	\$ 13,381.83
59	SINGLE GRATE AREA INLET	\$ 595.44	EA	1	\$ 595.44		\$ -	1	\$ 595.44
60	10"x6" REDUCER	\$ 237.94	EA	2	\$ 475.88		\$ -	2	\$ 475.88
61	3" DR11 HDPE PIPE	\$ 60.79	LF	10	\$ 607.90		\$ -	10	\$ 607.90
62	2-FT WIDE CAST IRON TRENCH DRAIN	\$ 516.40	LF	110	\$ 56,804.00		\$ -	110	\$ 56,804.00
63	24" DR11 HDPE PIPE	\$ 97.40	LF	90	\$ 8,766.00		\$ -	90	\$ 8,766.00
64	24"x12" TEE WITH CLEANOUT	\$ 63.41	EA	90	\$ 5,706.90		\$ -	90	\$ 5,706.90
65	24"x3" TEE	\$ 250.97	EA	1	\$ 250.97		\$ -	1	\$ 250.97
66	24" 90° BEND	\$ 964.44	EA	1	\$ 964.44		\$ -	1	\$ 964.44
67	RIPRAP 12" DIA. STONE	\$ 174.78	SY	13	\$ 2,272.14		\$ -	13	\$ 2,272.14
Total					\$5,011,059.66		\$128,787.27		\$5,139,846.93

Original Contract
Change Order No. 1
Revised Contract

\$5,011,059.66

\$128,787.27

\$5,139,846.93

Change Request Proposal

PROJECT: 33345 / Bartlesville Box Hanger
(name and address) 401 Wiley Post Rd
Bartlesville, OK 74003

CHANGE REQUEST NUMBER: 1002

DESCRIPTION: Extend door and add heat sensor

CUSTOMER: City of Bartlesville

Submitted date: 10/03/25

Status: Proposed

Received date:

Origination date: 10/03/25

Quotation

Submitted date: 10/03/25

Due date:

Submitted amount: 128,787.27

Requested days delay: 7

Change Order Scope

Reference CCR_001

Includes changes to fire suppression system and hanger door height.

Revenue Detail

Billing Item	Description	Revenue
		128,787.27
Total Revenue:		128,787.27

Contractor Pricing

Phase Code / Description	Cost Type	Quantity	UM	Amount
01-0200-201	PM Project Maintenance	LB Labor	HR	1,333.05
01-0200-201	PM Project Maintenance	EO Equip Owned	DAY	325.41
01-0100-101	Superintendent	LB Labor	HR	3,332.69
01-0100-101	Superintendent	EO Equip Owned	DAY	1,193.17
08-0200-011	Hydraulic Door Subcontrac	SB Subcontract	LS	38,636.13
13-3000-101	PEMB Structure Material	MT Material	LS	2,000.00
28-0300-011	Fire Alarm Subcontractor	SB Subcontract	LS	69,204.12
Contractor Pricing Total:				116,024.57



Change Request Proposal

PROJECT: 33345 / Bartlesville Box Hanger
(name and address) 401 Wiley Post Rd
Bartlesville, OK 74003

CHANGE REQUEST 1002
NUMBER:

DESCRIPTION: Extend door and add heat sensor

CUSTOMER: City of Bartlesville

Total:	116,024.57
Mark-up:	12,762.70
Total Contractor Price for CR 1002	128,787.27

Approvals

Customer: City of Bartlesville

Contractor: Koehn Construction

By: _____

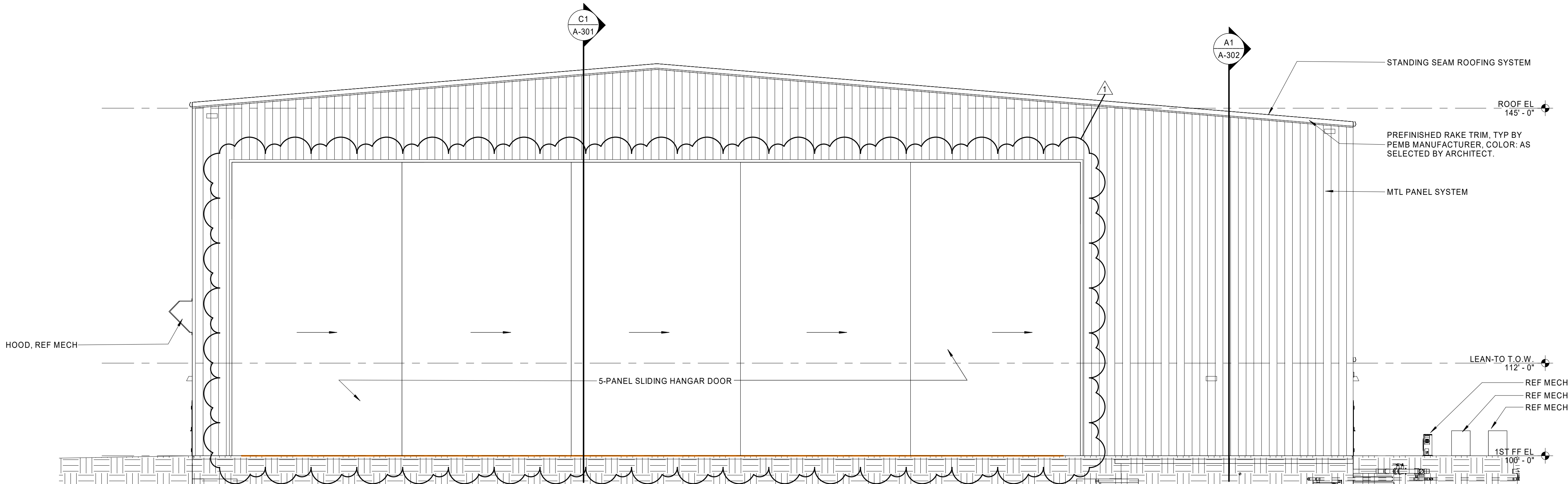
By: _____

Date: _____

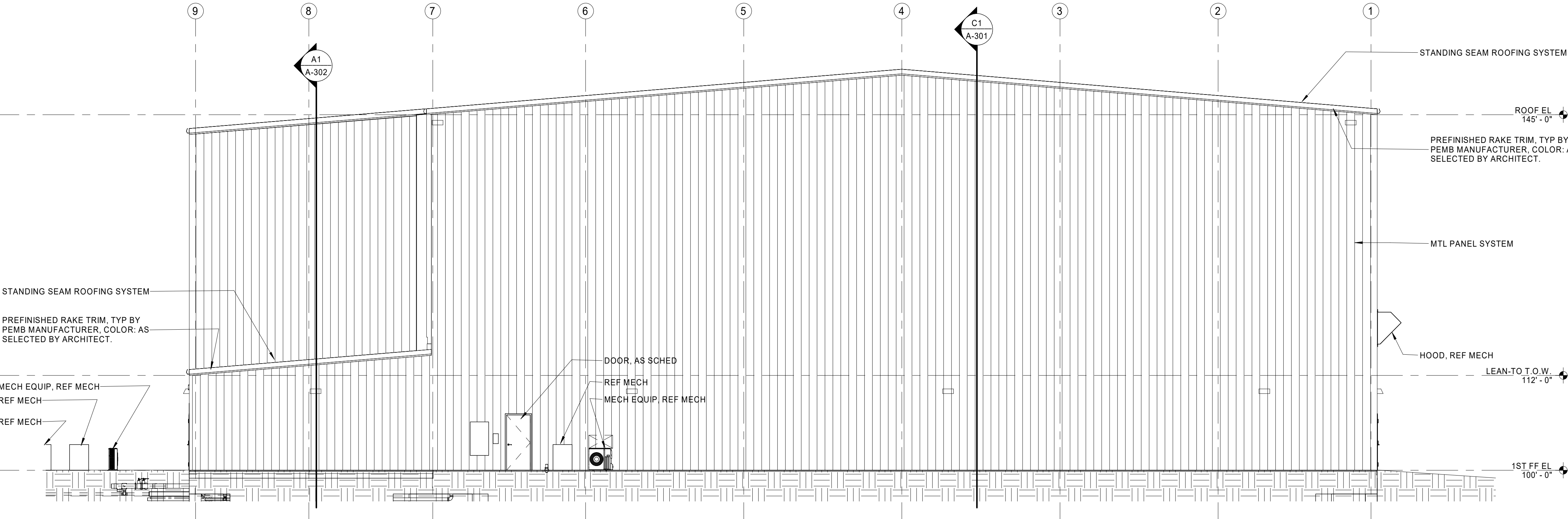
Date: _____

GENERAL NOTES

- A. EXTERIOR FINISHES
- a. METAL PANEL DESIGN BASES TO BE 24 GA - COLOR AND PROFILE TO MATCH EXISTING ADJACENT BUILDING. VERIFY WITH ARCHITECT AND WONDER PRIOR TO CONSTRUCTION.
- b. ALL TRIM PIECES TO MATCH COLOR AND PROFILE OF EIXSTING ADJACENT BUILDING. VEIRFY WITH ARCHITECT AND OWNER PRIOR TO CONSTRUCTION.



C1 WEST ELEVATION
1/8" = 1'-0"



A1 EAST ELEVATION
1/8" = 1'-0"

CLIENT
City of Bartlesville, OK

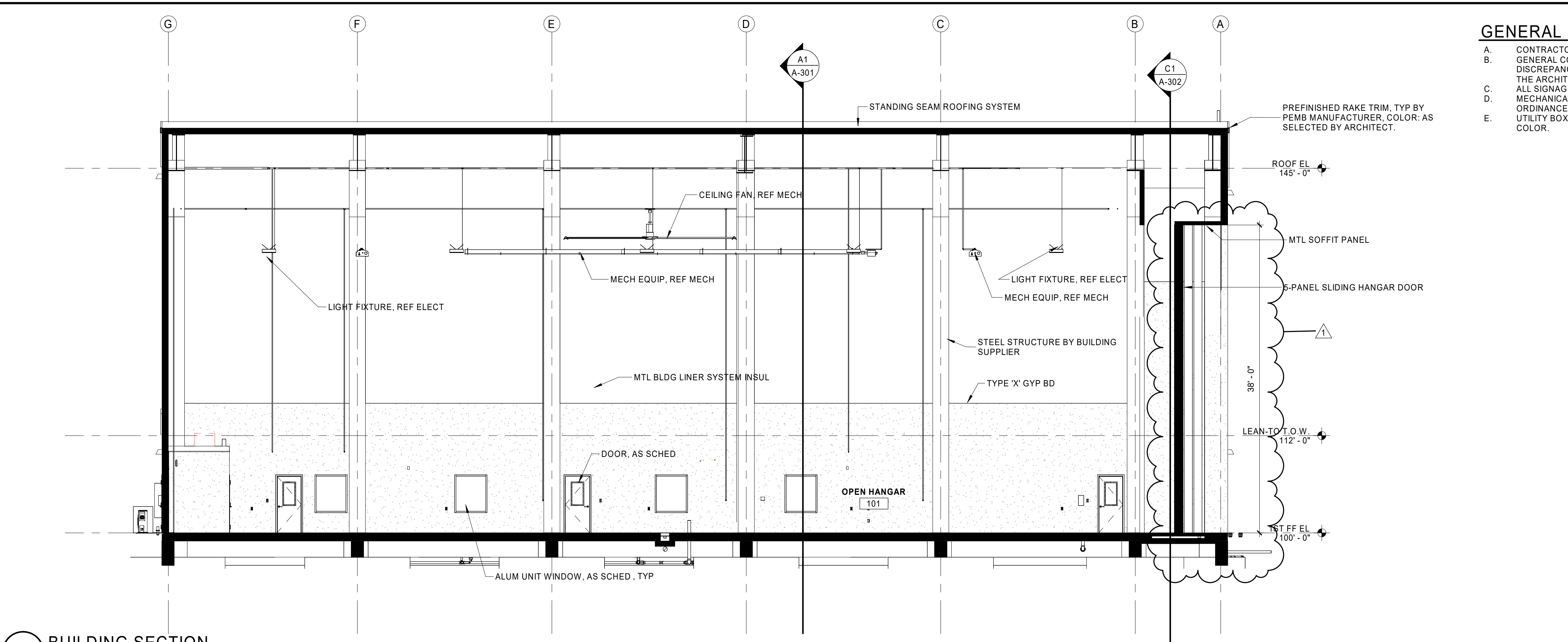
401 Wiley Post Rd.
Bartlesville, OK 74003

PROJECT NO.
40252.22

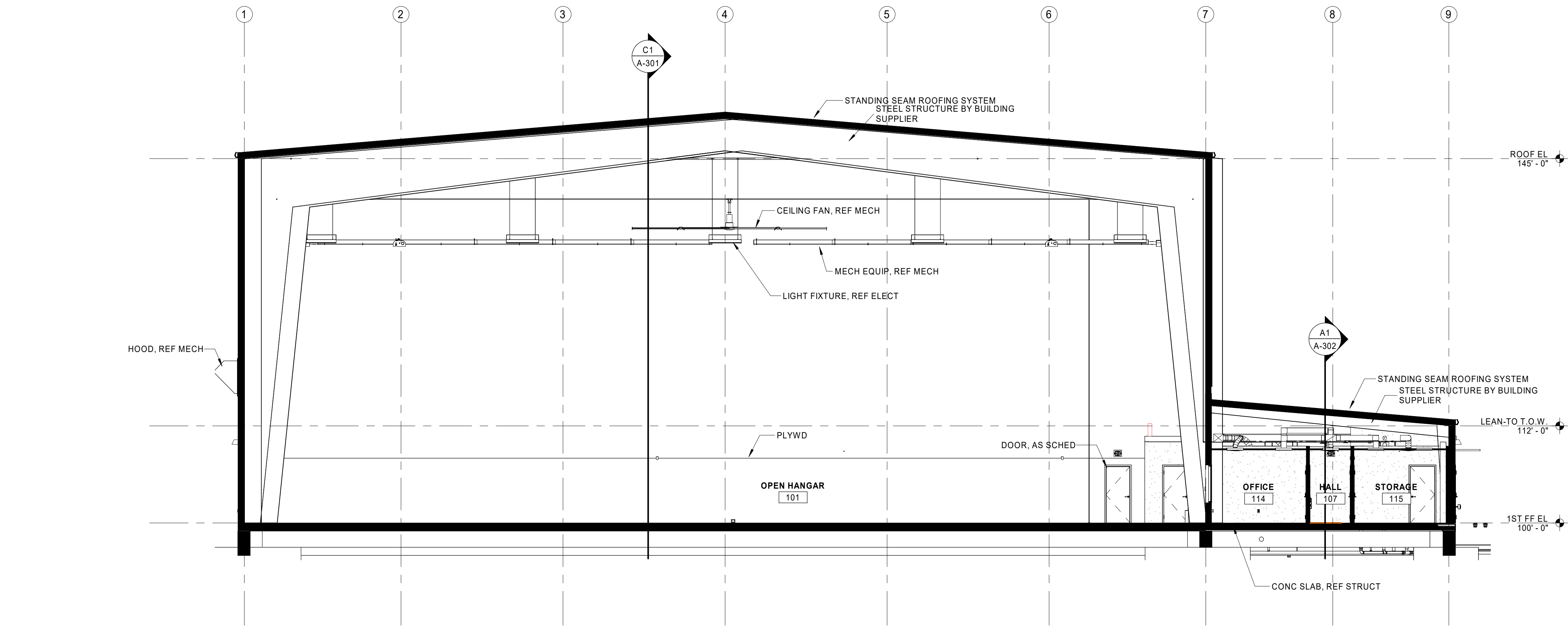
1	09/08/2025	CCR 001
-	05/30/2025	Issued for Construction
#	DATE	DESCRIPTION

GENERAL NOTES

- A. CONTRACTOR TO VERIFY ALL DIMENSIONS.
B. GENERAL CONTRACTOR SHALL VERIFY & CLARIFY ALL DIMENSIONAL DISCREPANCIES FROM THIS OR ANY PLAN, SECTION, OR ELEVATION W/ THE ARCHITECT PRIOR TO CONSTRUCTION.
C. ALL SIGNAGE SUBJECT TO BUILDING DEPARTMENT APPROVAL.
D. MECHANICAL UNITS SHALL BE SCREEN IN ACCORDANCE WITH ZONING ORDINANCE.
E. UTILITY BOXES AND CONDUIT SHALL BE PAINTED TO MATCH BUILDING COLOR.



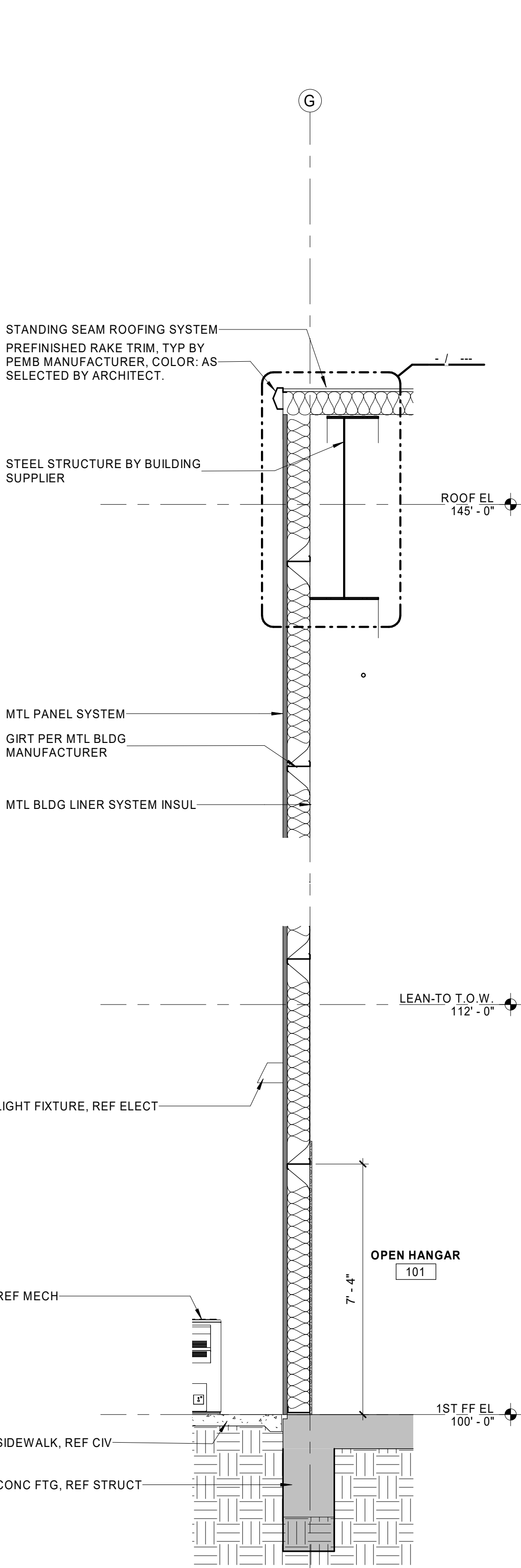
C1 BUILDING SECTION
1/8" = 1'-0"



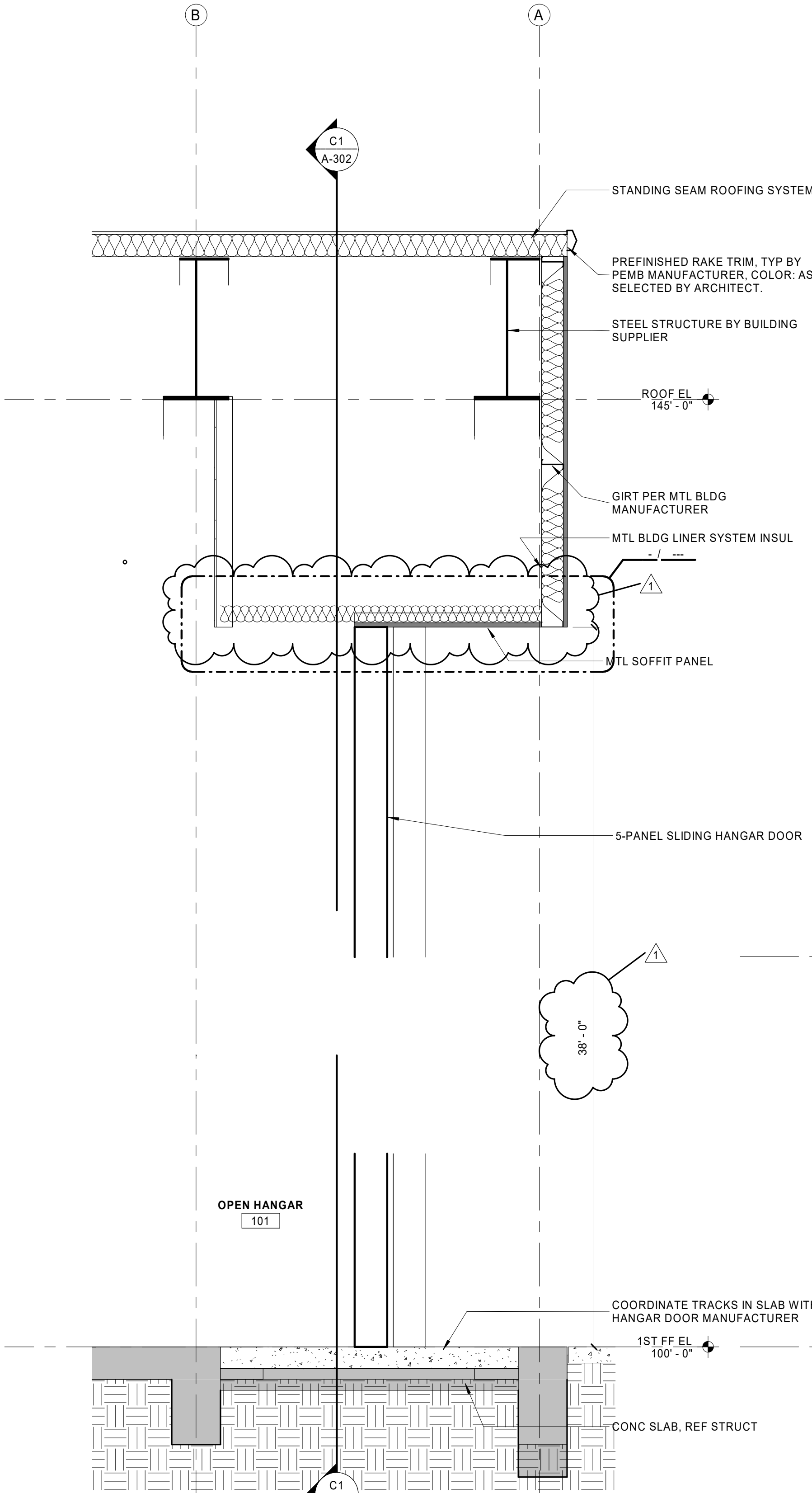
A1 BUILDING SECTION
1/8" = 1'-0"

R:\24
9/8/2025 1:04:58 PM

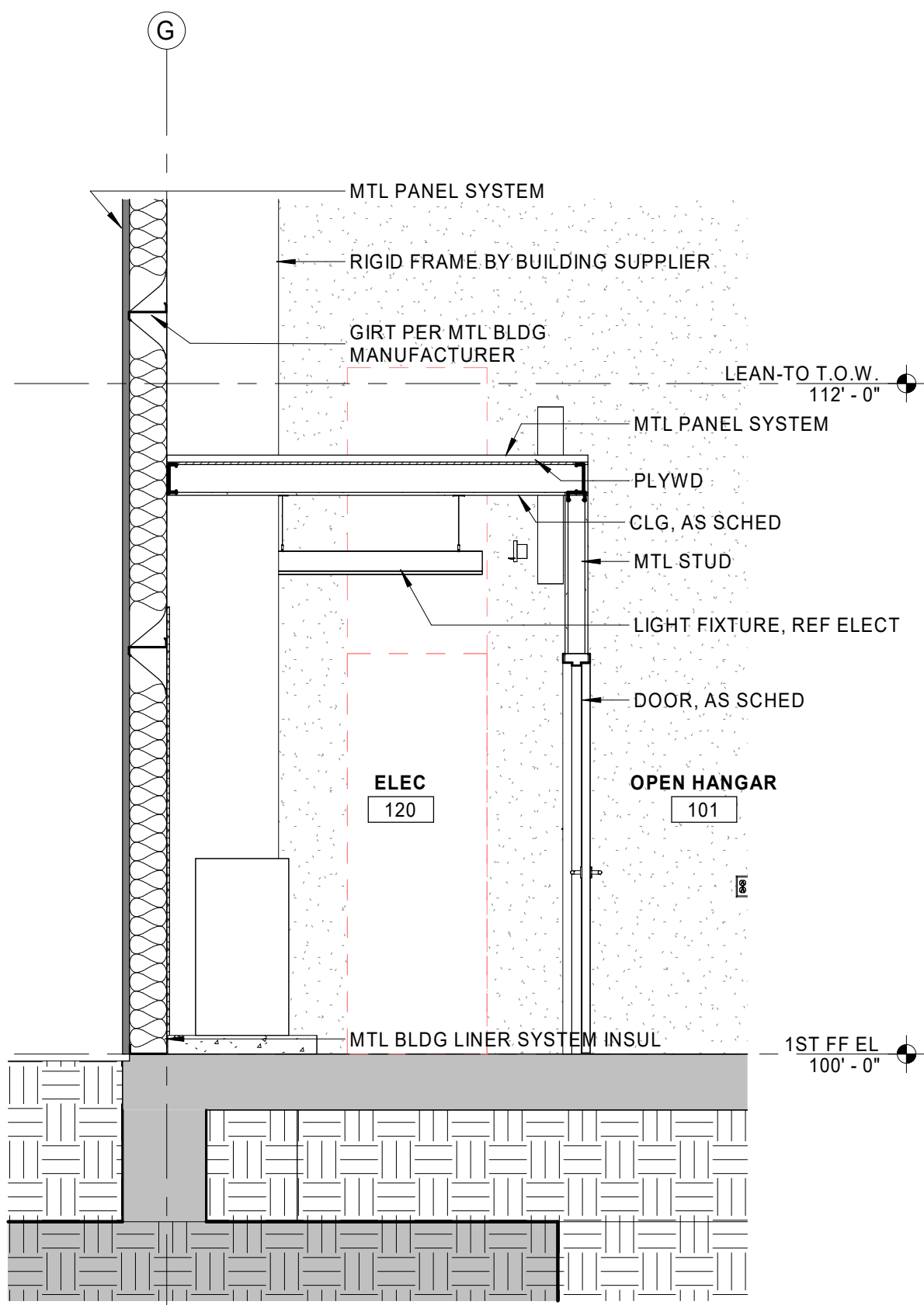
A1 WALL SECTION
3/8" = 1'-0"



A2 WALL SECTION
3/8" = 1'-0"



A3 WALL SECTION
3/8" = 1'-0"



GENERAL NOTES

- ALL DIMENSIONS ARE TO FACE OF STUD OR CENTERLINE OF STRUCTURE.
- GENERAL CONTRACTOR SHALL VERIFY AND CLARIFY ALL DIMENSIONAL DISCREPANCIES FROM THIS OR ANY PLAN, SECTION, OR ELEVATION WITH THE ARCHITECT PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE BARRICADES, FALL PROTECTION AND ANY OTHER MEANS TO PROTECT WORKERS AND THE PUBLIC DURING PROJECT.
- ALL ROOF PENETRATIONS NOT SHOWN FOR CLARITY. ALL ROOF PENETRATIONS SHALL BE FLASHED TO A POSITIVE SLOPE AWAY FROM PENETRATION, COORDINATE WITH ALL TRADES.
- CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, FEDERAL CODES, STATUTES, REGULATIONS AND LAWS GOVERNING THIS WORK.
- COORDINATE GAS LINE INSTALLATION WITH ALL TRADES.
- COORDINATE FLASHING APPLICATIONS & LOCATIONS WITH ARCHITECTURAL ELEMENTS LOCATED AND IDENTIFIED IN ARCHITECTURAL DETAILS.
- THE BASIS OF DESIGN IS FOR THE WINDOWS, DOORS AND OTHER WALL PENETRATIONS TO BE INSTALLED, FLASHED AND WATER TESTED PRIOR TO CLADDING INSTALLATION.
- CONTRACTOR TO COORDINATE LOCATION OF WINDOW/DOOR IN OPENING AS REQUIRED TO PROVIDE AND MAINTAIN PROPER FLASHING COVERAGE TO ACHIEVE AND MAINTAIN THE SPECIFIED WARRANTY.
- CONTRACTOR SHALL COORDINATE AND CONFIRM COMPATIBILITY OF ALL ENVELOPE PRODUCTS THAT WILL COME INTO CONTACT WITH ADJACENT MATERIALS. PROVIDE A COMPATIBILITY MATRIX FOR ALL PARTIES TO REVIEW PRIOR TO INSTALLATION OF WATERPROOFING MATERIAL.
- PROVIDE CONTINUOUS VERTICAL FLEXIBLE FLASHING AT ALL INSIDE/OUTSIDE BUILDING SUBSTRATE CORNERS, CHANGES IN CLADDING MATERIALS AND ALL WATER EXPANSION JOINTS, AS SHOWN ON THE DRAWINGS.
- EXTEND INTERIOR GYP. BOARD TO DECK AT ALL EXTERIOR WALLS.

Parkhill

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF RICHARD A. WYCKOFF, R.A., OKLAHOMA LICENSE #08667. IT IS NOT TO BE USED FOR REGULATORY APPROVAL, CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PARKHILL

05/30/2025

Parkhill.com

Box Hangar
ODAA BVO-26H-S



CLIENT
City of Bartlesville, OK

401 Wiley Post Rd.
Bartlesville, OK 74003

PROJECT NO.
40252.22

1	09/08/2025	CCR 001
-	05/30/2025	Issued for Construction
#	DATE	DESCRIPTION

Wall Sections

A-311

R

CLIENT
City of Bartlesville, OK

401 Wiley Post Rd.
Bartlesville, OK 74003

PROJECT NO.
40252.22

1	09/10/2025	CCR-001
-	05/30/2025	Issued For Construction
#	DATE	DESCRIPTION

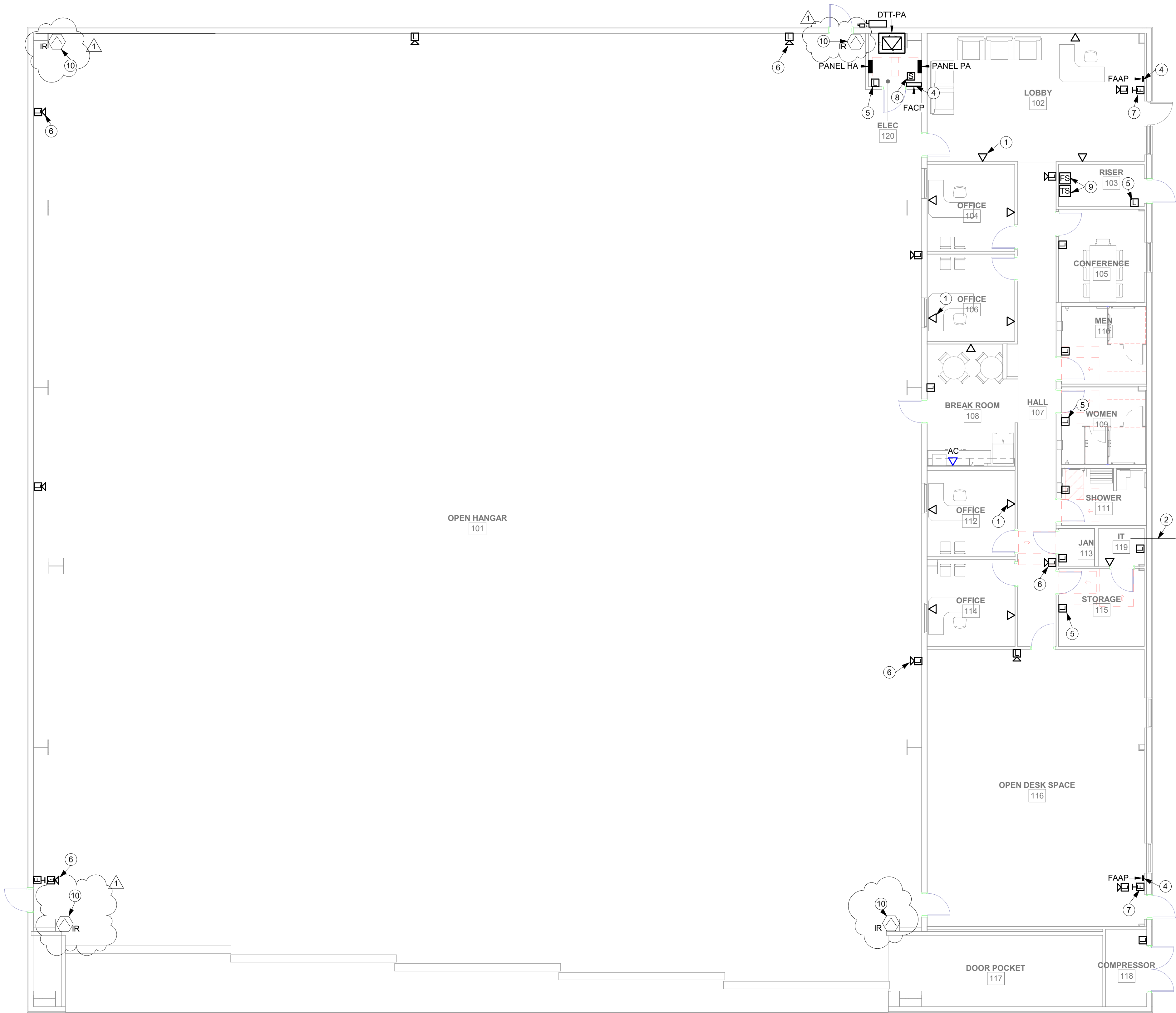
Communications Plan

E-131

- A. PROVIDE CONNECTION OF ALL FLOW AND TAMPER SWITCHES TO FIRE ALARM CONTROL PANEL. COORDINATE EXACT NUMBER OF FLOW AND TAMPER SWITCHES WITH FIRE SUPPRESSION CONTRACTOR.
- B. COORDINATE LOCATIONS OF ALL DEVICES PRIOR TO ROUGH-IN TO AVOID CONFLICTS WITH MILL WORK, MARKERBOARD, ETC.

AS INDICATED BY: (#) —→

- DATA OUTLET LOCATION. PROVIDE SINGLE GANG COMMUNICATIONS
OUTLET BOX. EXTEND 1" CONDUIT WITH PULLWIRE TO ACCESSIBLE
LOCATION ABOVE CEILING FOR DATA CABLEING. PROVIDE INSULATED
BUSHINGS ON CONDUIT ENDS ABOVE CEILING. (TYPICAL OF EACH
LOCATION INDICATED).
- PROVIDE (2) 2" PVC CONDUITS WITH PULLWIRE FROM IT ROOM
UNDERGROUND TO AN ACCESSIBLE LOCATION OUTSIDE BUILDING FOR
FUTURE CABLEING FOR COMMUNICATIONS SERVICES. STUB UP IN
ELECTRICAL ROOM AT 6" AFF AND STUB OUT OF BUILDING AND CAP AND
MARK. COORDINATE STUB OUT LOCATION WITH OWNER.
- NEW FIRE ALARM CONTROL PANEL. VOICE EVAC COMMAND.
NEW REMOTE FIRE ALARM ANNUNCIATOR. VERIFY LOCATION WITH LOCAL
A/HJ (FIRE MARSHAL) PRIOR TO INSTALL.
- NEW FIRE ALARM VISUAL APPLIANCE (STROBE UNIT). (TYPICAL).
NEW FIRE ALARM AUDIBLE/VISUAL APPLIANCE (SPEAKER/STROBE UNIT).
(TYPICAL).
- NEW FIRE ALARM MANUAL PULL STATION. (TYPICAL).
- PROVIDE SMOKE DETECTOR AT FIRE ALARM CONTROL PANEL LOCATION
PROVIDE FIRE ALARM CONNECTIONS REQUIRED TO FLOW AND TAMPER
SWITCHES AT FIRE RISER VALVES. COORDINATE QUANTITY AND
LOCATIONS WITH FIRE PROTECTION.
- WALL MOUNTED FLAME DETECTOR EQUAL TO DET-TRONICS X3301,
MULTISPECTRUM INFRARED DETECTOR. MOUNT DETECTOR AT 10' AFF
AND USE A SWIVEL MOUNT AND COLLAR ATTACHMENT FOR PROPER
ALIGNMENT. ENGAGE DETECTOR TO FIRE ALARM CONTROL PANEL FOR
INITIATION AND MONITORING. A LICENSED FIRE ALARM DESIGNER SHALL
VERIFY EXACT LOCATION AND PLACEMENT OF FLAME DETECTORS TO
DETERMINE PROPER COVERAGE AND ADJUST DESIGN ACCORDINGLY.



A1 Communications Plan
1/8" = 1'-0"



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to approve a Professional Services Agreement with TSW to provide a Housing Plan for the City of Bartlesville, in the amount of \$37,500.00.

- Attachments: Professional Services Agreement with TSW

II. STAFF COMMENTS AND ANALYSIS

As a follow up to the Bartlesville Housing Study, adopted in 2024, Community Development is in the process of refining a housing plan for the City of Bartlesville.

An agreement has been drafted and is attached. In summary, this process will include stakeholder workshops and public surveys, resulting in a housing needs summary and action plan.

The Bartlesville Redevelopment Trust Authority (BRTA) is providing to the City of Bartlesville for this plan.

III. BUDGET IMPACT

\$37,500.00 - 101-1-180-00-000-52410 – Professional Services, funds transferred from BRTA

IV. RECOMMENDED ACTION

Approval of the TSW Housing Plan Service Agreement.

PROPOSAL / September 30, 2025

Planning Services

City of Bartlesville | Housing Plan



SUBMITTED BY:

TSW

Primary Contact: Katy O'Meilie, Tulsa Office Director, Associate Principal

217 E. Archer Street, Unit H

Tulsa, OK 74103

Office: 918.236.5468

Cell: 405.830.1346

Email: komeilie@tsw-design.com

Web: www.tsw-design.com

Scope of Services

Project Overview

TSW proposes to develop a housing plan for the City of Bartlesville, Oklahoma. TSW will provide the following services as selected by the Client.

Client Contact Information:

Larry Curtis, Community Development Director
Amanda Yamaguchi, Senior Planner
City of Bartlesville

Task 1: Project Initiation & Management

1.1 Kick-Off Meeting & Ongoing Project Management.

TSW will prepare meeting materials and conduct a virtual Initial Consultation Session with the Community Development Staff to finalize the following:

1. Detailed schedule for site visit, engagement, and deliverables
2. Roles and responsibilities

Task 2: Site Visit and Engagement

2.1 Site Visit. TSW will conduct a 2-hour site visit. During the site visit, TSW will tour the City with the Client to view specific areas of interest.

2.2 Online Stakeholder Survey. TSW will prepare an online survey (using ArcGIS Survey123 and online app for an interactive map survey) designed for stakeholders. This survey opportunity will broaden engagement beyond the workshop session to get more input from stakeholders.

2.3 Stakeholder Workshop Session. TSW will prepare and facilitate a half-day stakeholder workshop. A range of 6–8 key stakeholders are recommended to support discussion among all participants. TSW will lead the workshop with a reflective exercise, confirming key goals, ideating solutions, and prioritizing strategic objectives.

Task 3: Housing Plan

3.1 Draft Housing Plan. TSW will compile the findings and strategic objectives into a user-friendly report (15–20 pages, plus appendix) that will include, but not be limited to:

- Housing Needs Summary. Based on data in Catalyst’s Bartlesville Comprehensive Plan Market Analysis (2024) and updated data provided by City Staff, TSW will create a concise and visual summary of the housing needs.
- Process Summary. Description of the plan and public engagement process and outcomes.

SECTION 1: **Scope of Services**

- Housing Vision Statement. The statement will be developed to reflect input received during the Bartlesville Endeavor Plan process and engagement in Task 2.
- Action Plan. Action plan for strategic goals confirmed through the survey and workshop engagement. This will include an implementation matrix, including potential funding sources, timelines, and responsibilities.
- Code Audit Memo Appendix. The Code audit memo from J. Griffin Design will be added as an appendix to support integration into the updated Land Development Code.

3.2 Final Housing Plan. TSW will host a virtual meeting to present the draft housing plan to the Client for feedback. Based on feedback from the Client, TSW will make the requested revisions and provide Client with a digital file of the final document.

Assumptions.

The above scope assumes the City of Bartlesville will be responsible for:

- Coordination with Stakeholders
 - Identifying stakeholders and coordinating availability and calendars to schedule workshop attendance
 - Sharing the housing stakeholder input survey with stakeholders and championing their participation
 - Serving as the project point of contact to the stakeholders
- Logistics – Securing the workshop meeting space and audio/visual logistics
- Review Coordination – When reviewing the draft housing plan, consolidate comments from all reviewers for the TSW Team to address

Terms + Conditions

Fees + Terms

Fees for the planning services described on page 1 and 2 of this contract will be a lump sum fee billed hourly as work is completed. All related expenses such as travel, printing or photographic reproductions, and mailing will be billed as reimbursable fees and shall not exceed \$1,000 for this project.

Task 1: Project Initiation and Management	\$3,000
Task 2: Site Visit and Engagement	\$13,000
Task 3: Housing Plan	\$20,500
Reimbursable Project Fee	<u>\$1,000</u>
Project Total	\$37,500

Additional Optional Services

If additional services are necessary, mutually agreed upon scope, terms, and conditions will be established prior to any work being initiated. If additional services are requested to be completed at an hourly rate, optional additional services could include, but not be limited to:

- Present Housing Plan to Planning Commission and City Council in person or virtually.
- Assist the Land Development Code Consultant with outreach and coordinate with the LCD Consultant as needed.

SECTION 2: **TERMS + CONDITIONS**

Agreement – Bartlesville Housing Plan

September 10, 2025

Tunnell, Spangler & Associates, Inc. d/b/a TSW (the Consultant) agrees to provide the City of Bartlesville (the Client) the following professional services associated with facilitating public engagement and creating a housing plan in Bartlesville, Oklahoma (the Project), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement).

The Client and Tunnell, Spangler & Associates, Inc. d/b/a TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

1. SERVICES

The Consultant will provide the following services (the Services): See scope of work on pages 1-2.

2. SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the Services specified in Section 1 above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see Section 3 Schedule below), make changes to the Services and their technical provisions, as mutually agreed upon in writing. If any such change causes any increase or decrease in the Consultant's cost of performing any part of the Services, an equitable adjustment will be made in Fees (see page 3 and Section 4), or in the Schedule (see Section 3), or in both, and a written amendment of such adjustment will be made. Any claim by the Consultant for an equitable adjustment must be writing and delivered to the Client before proceeding with the additional services. The Consultant will perform no additional services until written authorization is received from Client. Nothing in this clause will excuse the Consultant from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

3. SCHEDULE

The full length of this Agreement (the Schedule) is as follows:

- A. Plan and final deliverables to be completed within nine (9) months from the date of Agreement execution.
- B. The Consultant will provide project deliverables on dates as agreed in Section 1 Services and Section 2 above, as applicable. The Consultant will make every effort to meet agreed upon dates. The Client is aware that failure to submit required information or materials may cause subsequent delays in production. Client delays could result in significant delays in delivery of finished work.

4. FEES

The Consultant agrees to provide services included in this Agreement for a lump sum fee of \$37,500. This fee includes all direct, indirect, and reimbursable expenses.

Any hourly rates specified under this Agreement will be subject to an annual adjustment on January 1st of each year.

SECTION 2: **TERMS + CONDITIONS**

5. ADDITIONAL SERVICES

Work will be completed based on the Schedule. Changes in Client input or direction, excessive changes, or major deviation from the Schedule may be cause for additional services. Any services that the Client requests that is not specified in Section 1 Services (page 1-2) above will be considered an additional service. Such work requires written approval, an amendment to this Agreement and additional fees.

6. ASSIGNMENT OF WORK

The Consultant reserves the right to assign subcontractors to the Services to ensure quality and on-time completion.

7. RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See Section 8 Copyrights below.

8. COPYRIGHTS

Copyright is in Consultant's name. Upon completion of Work and payment of the contract in full, the copyright will be released to the Client. The Consultant shall retain the right to use all copyrighted materials for marketing purposes.

9. PERMISSIONS AND RELEASES

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Services at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

10. BILLING AND PAYMENT POLICIES

- A. In contracting with the Consultant, the Client warrants that funds are available to compensate the Consultant for the total fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.
- B. The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 calendar days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts.
- C. Account delinquency longer than 60 calendar days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

11. TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in

SECTION 2: TERMS + CONDITIONS

accordance with the terms and conditions of this Agreement.

- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.
- E. When this Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.
- F. The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

12. DISPUTE RESOLUTION

A. Mediation

1. If a dispute arises between the parties to this Agreement, the Client and the Consultant agree that the dispute will be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines before resolution of the matter by mediation or by binding dispute resolution.
2. The Client and the Consultant will endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A request for mediation must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrent with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of 60 calendar days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 12.A, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
3. The parties will share the mediator's fee and any filing fees equally. The mediation must be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction.
4. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution will be Arbitration as specified in Section 12.B below.

B. Arbitration

1. If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation will be subject to arbitration, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A demand for arbitration must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
2. A demand for arbitration may not be made earlier than concurrently with the filing of a request for mediation, but in no event may it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration will constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

SECTION 2: **TERMS + CONDITIONS**

- 3. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - 4. The award rendered by the arbitrator(s) will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- C. Consolidation or Joinder
- 1. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
 - 2. Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity will not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
 - 3. The Consultant and Client grant to any person or entity made a party to an arbitration conducted under this Section 12 Dispute Resolution, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
 - 4. The provisions of this Section 12 Dispute Resolution will survive the termination of this Agreement.

13. MISCELLANEOUS

This Agreement is governed by the law of the place where the Project is located.

The undersigned agrees to the terms of this Agreement on behalf of their organization or business.

Accepted by:

City of Bartlesville

Date



Katy O'Melia, TSW Principal

September 30, 2025

Date

SECTION 3: **ADDITIONAL INFORMATION**



TSW 2025 HOURLY FEE SCHEDULE

All fees will be invoiced monthly, according to the hourly fee schedule then in effect. Our current fee schedule as of January 2025 is as follows:

Principals	\$225/hour to \$230/hour
Associate Principal / Manager	\$130/hour to \$190/hour
Senior Associates	\$130/hour to \$185/hour
Associates	\$115/hour to \$140/hour
Staff	\$90/hour to \$110/hour



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Lease T-hangar unit 4-A to Norval Gruver for aircraft storage at the Bartlesville Municipal Airport.

Attachments:

Norval Gruver- T-Hangar 4-A Lease agreement.

II. STAFF COMMENTS AND ANALYSIS

Lease rate \$150 monthly

III. BUDGET IMPACT

NA

IV. RECOMMENDED ACTION

Staff recommends entering into a lease with Norval Gruver for aircraft storage in T-Hangar 4-A.

**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 Norval Gruver, 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 November, 2025, and ending on the 30th day of November, 2025, 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 One Hundred Fifty and NO/100 Dollars (\$150.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

11/01/2025--04/30/2026	(6 months)	\$150.00/per month
05/01/2026--04/30/2027	(12 months)	\$150.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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 that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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: Norval Gruver
2917 Kingston Dr.
Bartlesville, OK 74006

N4566U

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____

Date: _____

Name: _____

Title: Mayor, City of Bartlesville

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____

Date: _____

Print Name: _____

Title: _____

Exhibit "A"
(Description of Leased Premises)

Hangar/T-Hangar 4-A located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on an amended agreement with Bark Park Buddies.

II. STAFF COMMENTS AND ANALYSIS

In 2011, the City of Bartlesville entered into a Maintenance Agreement with Bark Park Buddies (BPB), a 501(c)(3) nonprofit organization, for the upkeep of the City-owned Dog Park located at M.J. Lee Lake ("Adams Lake"). BPB has since provided day-to-day maintenance, including mowing, trash collection, and minor repairs, while the City has retained responsibility for long-term infrastructure and utilities. To further support park maintenance and improvements, an amendment to the agreement has been proposed to authorize BPB to sell and display sponsor signage on the interior-facing side of the Dog Park's perimeter fence. The new Section 7A establishes clear, content-neutral standards for signage related to placement, materials, size, and safety, ensuring that signs are modest in scale, oriented inward toward the park, and not visible from the public right-of-way. All signage will require prior approval by the Parks and Recreation Director to ensure compliance with City codes and aesthetic standards. This change allows BPB to generate limited advertising revenue to offset maintenance costs and reinvest in park improvements while maintaining the park's visual integrity, public accessibility, and community-friendly character.

III. RECOMMENDED ACTION

Approval of the amended agreement with Bark Park Buddies.

**CITY OF BARTLESVILLE
PARK AND RECREATION FACILITY
AMENDED MAINTENANCE AGREEMENT**

THIS MAINTENANCE AGREEMENT ("Agreement"), made and entered into this 3rd day of November, 2025, by and between the CITY OF BARTLESVILLE, a municipal corporation, hereinafter referred to as the "City", and BARK PARK BUDDIES, a 501(c)3 non-profit organization, hereinafter referred to as the "BPB".

WITNESSETH:

WHEREAS, the City strives to provide life-long, accessible recreation experiences, and to be a good steward of resources, while emphasizing quality experiences that provide community health and inclusiveness for all; and

WHEREAS, BPB was organized for the purpose of collecting and distributing monetary funding and volunteer man hours for the operation and physical improvement to the City of Bartlesville-owned dog park, (hereinafter referred to as the "Park"), that serves and benefits the citizens of Bartlesville; and

WHEREAS, the City and the BPB recognize that through cooperation, publicly-owned park land and recreation facilities can be used to meet broader community needs for education, recreation, and open space.

WHEREAS, the City is grateful for and commends the BPB for its willingness to assume the day-to-day maintenance responsibilities which will allow the park to remain open and in place for the citizens of Bartlesville to enjoy.

THEREFORE, for good and valuable consideration, and pursuant to the covenants and terms hereinafter set forth, the City and the BPB hereby agree as follows:

Section 1. Premises. The BPB does hereby agree to assume the Responsibilities for the following described property in the City of Bartlesville, hereinafter referred to as the "Park":

Dog Park located at M.J. Lee Lake "Adams Lake" located north of Adams
Boulevard and east of Silverlake Road, Bartlesville, OK

Section 2. Term of Agreement. The term of this agreement shall start upon completion of the construction of Phase I of the Park and shall run through November 3, 2030. Upon completion of the initial term of the lease, the City, at its sole discretion, may terminate the lease or grant a one (1) year extension of this lease. The City reserves the right to modify this agreement as deemed necessary through an addendum to the agreement. This agreement may be terminated with just cause prior to the expiration by either party by giving written notice not less than sixty (60) days prior to the anniversary date of this agreement. The City delegates to the Park Board the responsibility to provide oversight and administration of this agreement, including any extension or modification of this agreement after the initial term.

Section 3. Utilities. City will provide solid waste service, water, and sanitary sewer to BPB for the Park at no charge to the BPB. The BPB shall notify the City, immediately upon discovery of utilities needing attention at the Park, including but not limited to, water leaks, ruptures, sewer back up, etc.

Section 4. Use of Facilities.

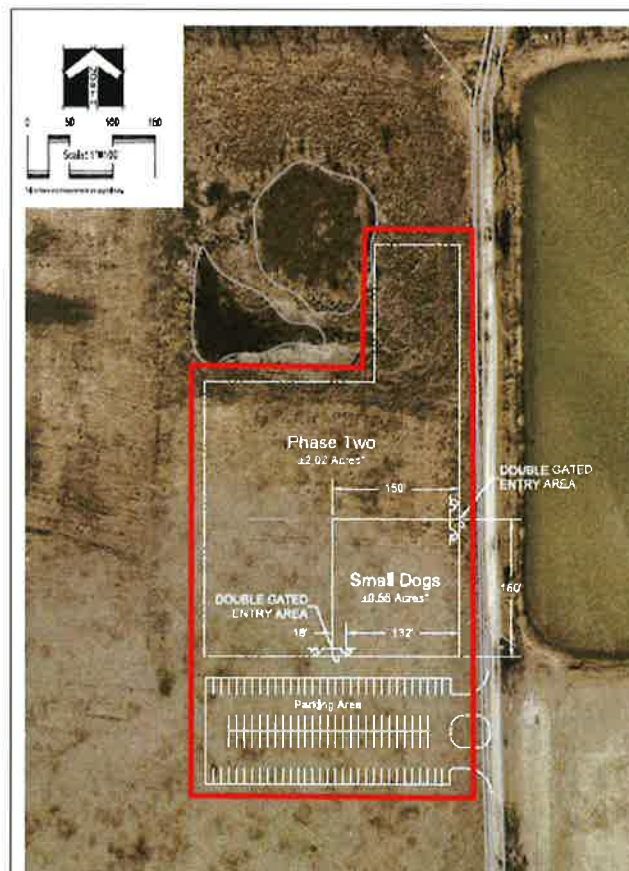
The Park is to remain open for use by all citizens of Bartlesville.

Section 5. Facilities Maintenance. Maintenance of the Park shall be shared between BPB and City as follows:

BPB shall be responsible for the day-to-day maintenance of the Park, which shall include, but not be limited to, the following activities:

- a. Mowing of Park as needed to be done at a minimum as to not scalp the grass. No more than 1/3 of the length of the grass to be cut at any mowing.
- b. All areas will be maintained at an acceptable level as determined by City Ordinance 11-4 to include but not be limited to mowing, weed-eating and weed control.
- c. Trash shall be deposited in the provided receptacles.
- d. Provide all equipment and hand tools required for maintenance.
- e. Gravel shall be contained in designated areas.
- f. The area to be maintained by BPB is shown in the map below as the area within the red line.

DOG PARK



City shall be responsible for the long-term maintenance of the Park, which shall include, but not be limited to, the following activities:

1. Maintain all waterlines, electrical service, and other utility service to the Park;
2. Maintain the road leading to the Park.
3. Empty all solid waste containers serving the Facilities as needed;
4. Provide for the maintenance of the overall structural integrity and operability of the playground equipment and amenities including, but not limited to, fencing and gates, park equipment, benches, picnic tables, water fountains and faucets, parking lots, driveways, and sidewalks.

Section 6. Equipment. BPB shall provide, maintain, and replace as needed its own inventory of equipment needed to adequately maintain the Park. If the BPB is using a 3rd party to provide maintenance the 3rd party will be responsible for providing equipment.

Section 7. Signs. BPB shall post no signs or advertising materials of any kind at or on the Facilities without prior written approval of the City's Park & Recreation Director. All signs and placement must be in accordance with the City's Sign Codes.

Section 7A. Advertising on Park Fence

BPB is authorized to sell and display signs on the interior side of the perimeter fence at the Dog Park, subject to the following **content-neutral** conditions:

1. Approval Process

All sign materials, size, construction, installation methods, and location must be reviewed and approved by the City's Park & Recreation Director to ensure compliance with safety, maintenance, and aesthetic standards.

Approval shall be **based solely on time, place, and manner criteria**, and **shall not consider the content of any message** displayed, provided the message does not contain obscenity, profanity, or speech that violates federal or state law.

2. Placement and Orientation

- Signs may only be affixed to the **interior-facing side** of the fence enclosing the Dog Park.
- Signs shall be mounted **from the top of the fence downward**, maintaining a **minimum of 36 inches of clearance above ground level** to allow visibility into and across the park.
- No signs may face external streets, properties, or right-of-way.

3. Size and Material Requirements

- Each sign shall not exceed **4 feet in width and 2 feet in height** (8 square feet total).
- Signs must be printed on **durable, weather-resistant material** (e.g., aluminum composite, high-grade PVC, or powder-coated metal).
- Signs with **flashing lights, reflective surfaces, animation, or moving parts** are prohibited.

4. Spacing and Distribution

- Signs must be spaced at least **3 feet apart** from one another.
- No more than **one sign per 10 linear feet** of fence is permitted.

- No sign may obstruct visibility of park gates, emergency access points, or key sightlines.

5. Maintenance and Safety

- BPB shall ensure all signs remain in good condition. Faded, torn, defaced, or damaged signs must be repaired or removed within **10 days** of written notice by the City.
- Signage must be mounted using **safe, tamper-resistant hardware** with no protruding edges or sharp components.
- Signs must not create a hazard to dogs, park users, or city maintenance crews.

6. Duration and Removal

- Each sign may be displayed for a period not to exceed **one year**, subject to renewal.
- Upon expiration, non-renewal, or termination of this agreement, BPB must remove all signage within **30 days**.

7. Recordkeeping

- BPB shall maintain a record of all signage placements, including locations and term dates, and provide an annual summary report to the City upon request.

Section 8. Assignment. BPB shall not assign or sublet this Agreement, or any right, privilege, or interest herein, directly or indirectly, without prior written consent of the City of Bartlesville Park Board.

Section 9. Entire Agreement. All terms and conditions of this Agreement are expressly contained herein, and the parties agree that neither the City nor the BPB has made any representations or promises with respect to this Agreement not expressly contained herein. Verbal Agreements with any officer, agent, or employee of the City either before or after execution date of this Agreement, shall not affect or modify the terms or obligations contained in this Agreement.

Section 10. Indemnity and Insurance. BPB shall indemnify and save the City or its agents or employees harmless from and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of the BPB or its agents or employees. Likewise, the City shall indemnify and save the BPB or its agents or employees harmless from and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of the City or its agents or employees.

Section 11. Conflicts. In the event of a conflict between this agreement and the by-laws, rules, regulations, and policies adopted by BPB, the most stringent shall apply.

Section 12. Mutual Covenants. It is mutually agreed by and between the City and BPB that:

1. This Agreement and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under the BPB in violation of any of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever.
2. The Park is owned and held by the City of Bartlesville for the use and benefit of the general public and that should the City determine that any portion of said Park, in whole or in part, is needed for public use or for the purpose of benefitting the general public, the City shall have the right and privilege of canceling and

terminating this agreement upon giving the BPB sixty (60) days notice in writing of its intention so to cancel and/or terminate this agreement.

3. If the BPB shall, at any time after the effective date of this agreement, become in default in the performance of any of the covenants or provisions of this agreement, and the BPB shall fail to remedy such default within fifteen (15) days after written notice thereof from the City, it shall be lawful for the City to enter upon the premises, and again, have, repossess, and enjoy the same as if this agreement had not been made, and thereupon this agreement and everything herein contained on the part of the City to be done and performed shall cease and determine, without prejudice, however, to the right of the City to recover from the BPB all payments due up to the time of such entry; in case of any such default and entry by the City, the City may close and/or sell said Park, and may recover from the BPB any deficiency of funds owed to the City resulting in fines or tickets issued as a result of failure to maintain minimum standards set out in City Ordinance 11-4.
4. Any notice required to be given under this Agreement shall be in writing and may be served on either of the parties by mailing the same, via certified mail, postage prepaid, addressed to the City Park and Recreation Department, 401 S. Johnstone Avenue, Bartlesville, Oklahoma, 74003; and to the BPB, [INSERT BPB MAILING ADDRESS HERE]
5. In the event of litigation to enforce, modify, or interpret this Agreement, this contract shall be interpreted in accordance with Oklahoma law and jurisdiction will be in the courts of the State of Oklahoma.
6. There are no conditions to this Agreement, either subsequent or precedent, except as set forth herein. This Agreement constitutes the entire Agreement between the parties and no representations or warranties have been made by the City to the BPB, or by the BPB to the City, save those contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 3rd day of November, 2025, to be effective according to the terms hereof.

CITY OF BARTLESVILLE

BARK PARK BUDDIES

By: _____
James S. Curd, Jr., Mayor

By: _____
....., President

ATTEST:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Declaration of Surplus and Approval of Sale/trade in of Surplus Items/Vehicles from the Fire Department at Public Auction (GovDeals Auction Site) or to be used as trade in on future apparatus/equipment purchases.

List of Apparatus and Equipment including Serial Numbers/VIN Numbers Below.

II. STAFF COMMENTS AND ANALYSIS

We are asking the Council to declare the property listed as surplus and approve the sale/trade in of the apparatus/equipment listed at public auction unitizing GovDeals an online auction platform that the City has used in the past for the sale of surplus items or as potential trade in on future apparatus purchases. All of the items are older or higher mileage pieces of equipment and the replacements are already in service or expected to arrive by the end of the year.

Surplus Apparatus and Equipment List.

1. 2000 E-One Fire Truck – VIN# 4EN3AAA81Y1001636
2. 2006 E-One Fire Truck – VIN# 4EN6AAA8861001689
3. 2005 Ford Excursion – VIN# 1FMNU41L85EC25069
4. 2001 Yamaha 25HP Outboard Motor – VIN#F25ESHZ 65W S 052492
5. 2001 Connect Big John Rescue Boat – SER# OMCL1531K001

III. BUDGET IMPACT

None as far as expenses – Expected income should be in the \$50,000 to \$75,000 range.

IV. RECOMMENDED ACTION

Staff recommends approval.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receive the Fiscal Year 2024-2025 Annual Report for the Chickasaw Wastewater Treatment Plant

Attachments:

2024-2025 Veolia Water Annual Report

II. STAFF COMMENTS AND ANALYSIS

Veolia Water North America has been providing wastewater management, operation and maintenance services to the City of Bartlesville since 1986. Currently, Veolia operates the wastewater treatment plant and 20 lift stations. Attached is the annual report for these operations in accordance to the City's contract with Veolia. A few excerpts from the report are noted below.

- 1.985 billion gallons of wastewater was treated last fiscal year (July 2024 through June 2025);
- The average flow through the plant was 5.334 million gallons per day;
- Over 3.83 million gallons of Class B Biosolids were land applied, which is equivalent to 478.3 dry tons of material;

As part of the City's contract with Veolia, savings generated through operational efficiencies are returned to the City, a summary of the savings is below:

- Utility/Chemical savings – The contract is structure to incentivize operational efficiency to share savings from electrical (not including the fine bubble diffuser system), gas and chemical usage on a 75/25 split (the City's portion is 75%) as compared to these costs from the previous fiscal year. This year, the City's portion of these savings is \$2,286.39.

- Fine Bubble Diffuser System – In 2000, the City and Veolia partnered to upgrade the aeration system to a fine bubble diffuser system. A fine bubble diffuser system requires significantly less electrical power for the blowers and the electrical savings were used to finance the upgrades - Veolia paid for the improvements and the City reimbursed Veolia through these savings. Once the upgrades were paid off, which occurred in 2009, then the City would receive the savings. These savings are calculated by comparing the FY 2024 - 2025 fiscal year aeration system electrical costs to the costs incurred on the aeration system in FY 1999-2000. This year the fine bubble diffuser system generated a savings of \$109,070.17.
- Each fiscal year, a maintenance ceiling account is established in the budget, which is for repair/replacement of equipment, and structures. This year, the savings on this account was \$275.91.

The total savings was \$111,632.47. These funds are reinvested into the Wastewater Treatment Plant Capital Reserve fund to support future capital needs.

III. RECOMMENDED ACTION

Staff recommends receipt of the annual report.

2024 – 2025 Veolia Water Annual Report



Prepared By:
Jonathon Roberts
Regional Leader



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EXECUTIVE SUMMARY

Veolia Water North America Central – LLC (“Veolia”) is pleased to submit to the City of Bartlesville the 2024/2025 Chickasaw Wastewater Treatment Plant Annual Report.

Veolia has been providing management, operation and maintenance services to the City of Bartlesville since July 1, 1986 and stands ready to serve Bartlesville in the future.

We extend our sincere thanks to the City's staff and Council for the continuing support and for this unique opportunity to serve the citizens of Bartlesville.

Some of the achievements and milestones during the year of July 2024 through June 2025 are:

- The Plant treated 1.985 billion gallons of wastewater.
- Over 3.830 Million gallons equivalent to 478.3 dry tons of anaerobically stabilized and digested Class B Biosolids were land applied.
- Monitored four permitted industries which are Significant Industrial Users (SIU's).

1 - OPERATIONS

Operations direct responsibility is to safely operate the wastewater treatment facility and maintain compliance with the Oklahoma Pollution Discharge Elimination System ("OPDES") discharge. Process decisions are based on data reviewed daily and from this data adjustments to various process units are made. Weekly Process Control meetings are held with the Plant, Operations, Maintenance and Laboratory managers, to predict and monitor changes in the different process areas, and coordinate equipment shutdowns for repair and maintenance.

Operations Summary

The Chickasaw WWTP experienced flows above the plant design of seven million gallons per day (7 MGD) for 5 of the 12 months from July 1, 2024 through June 30, 2025.

Month	Monthly Average Flow (MGD)	Peak Daily Flow	Date of Peak Daily Flow (MGD)
Jul 2024	4.010	6.735	7/20/2024
Aug 2024	2.801	3.644	8/16/2024
Sep 2024	2.427	3.114	9/21/2024
Oct 2024	2.364	3.306	10/31/2024
Nov 2024	7.989	11.796	11/09/2024
Dec 2024	3.722	5.420	12/28/2024
Jan 2025	3.676	5.304	1/31/2025
Feb 2025	4.434	5.656	2/15/2025
Mar 2025	5.930	13.076	3/06/2025
Apr 2025	9.637	20.321	4/30/2025
May 2025	7.906	25.472	5/01/2025
Jun 2025	10.560	17.265	6/08/2025

Monthly average flows from July 1, 2024 to June 30, 2025 were 5.455 MGD. The monthly average flows for the previous three years were 5.334 MGD; 1,666,000 gallons/day under plant design flow capacity of 7 MGD.

Biochemical Oxygen Demand ("BOD") is a term that refers to the relative oxygen consumption capability of organisms and chemicals combined. During the year, influent loadings on the plant averaged 7,231 pounds of BOD per day. Plant design is 10,000 pounds per day. Effluent quality averaged 3.80 mg/l or 171 pounds per day. The discharge permit limit for BOD monthly average is 10 mg/l and 583.8 pounds per day.

Total Suspended Solids ("TSS") is a measure of non-filterable solid material in the influent and effluent. The influent loading averaged 6,764 pounds of TSS per day.

Influent average design capacity is 11,700. Plant effluent quality averaged 3.01 mg/l or 140 pounds per day. The discharge permit limit for TSS monthly average is 15 mg/l and 875.7 pounds per day.

NH₃-N, Ammonia Nitrogen, is a measure of the common constituent within a wastewater system. The two most common sources of ammonia are human waste and biological degradation of organic material. To reduce ammonia to a more stable compound takes a neutral pH, a high amount of oxygen, and a controlled environment to grow a special bacterium for its reduction. The wastewater plant received an average of 619 pounds of ammonia per day. The plant effluent quality averaged 0.45 mg/l or 18.63 pounds per day. The discharge permit limit for NH₃-N monthly average is 1 mg/l and 58.4 pounds per day.

2 - LABORATORY

LABORATORY PROCESS CONTROL

The laboratory, operated by Veolia, performs analyses of soil, sludge, wastewater, upstream and downstream river samples and septic tank wastes. The laboratory provides consistent analysis for the daily process control tests to support decisions on the plant operations and procedures.

The laboratory utilizes a computerized laboratory data management program to provide analytical reports to management staff for process control of the plant.

The laboratory is required to perform biannual ERA proficiency testing to maintain status as a Certified Laboratory.

SEPTIC HAULERS

In the past year the plant has received 313,800 gallons of septic tank waste. This averages out to 26,150 gallons per month which is a 14.05% decrease from the previous year.

3 - BIOSOLIDS

BIOSOLIDS

A total of 766 loads equaling 3,830,000 gallons (478.3 Dry Tons) of biosolids averaging 3.02% solids was land applied from July 1, 2024 to June 30, 2025.

4 - INDUSTRIAL WASTEWATER PRETREATMENT

INDUSTRIAL WASTEWATER PRETREATMENT

The Industrial Waste Regulatory Program is focused on protecting the environment, capital facilities, personnel, and the local community from possible adverse effects of industrial waste discharge.

It is the role of Veolia Water to identify existing problems and notify the Director of Water Utilities to determine what administrative enforcement requirements are necessary and assist the industries to resolve all non-compliance issues which may arise.

At present four facilities are permitted as Significant Industrial Users (SIU's).

R/3 Industrial
Phillips 66 Technology
Image First
Wal-Mart Distribution Center

These SIUs were sampled and inspected on the following dates:

SIU	Sampled	Inspected
R/3 Industrial	6/24-25/24	6/24/24
Phillips 66 Technology	6/20-21/24	6/20/24
Image First	6/24-25/24	6/24/24
Wal-Mart Distribution Center	6/27-28/24	6/27/24

5 - MAINTENANCE

The purpose of the maintenance program at the Chickasaw WWTP is to perform routine preventive, predictive, and corrective maintenance on all equipment to maintain equipment performance and longevity. This is accomplished through a computerized maintenance management program. This enables the plant and lift stations to operate as designed and to keep repair costs at a minimum while operating on a fixed ceiling maintenance budget.

Veolia has established corporate purchasing agreements with major providers of parts, materials, equipment and chemicals for operations, maintenance and repairs at substantial discounts. These discounts are passed on directly to the City as an added value.

Unusual and/or unanticipated maintenance expenditures for the year were:

- Pump replacement at Virginia L/S.

Major Work Orders Completed this year include:

July 2024

- Replace the taillights, struts, and rear shocks on truck #501.
- Install VFD's on Silverlake and Polaris L/S pumps.
- Replaced the auger for the grit chambers.
- Rebuilt Shawnee L/S pump #3 after bearing failure.
- Sent in 2 shafts for the Tuxedo and Shawnee L/S pumps.
- Put the new ATS in service at Hughes Fisher L/S.

August 2024

- Install new rebuilt fixed D.O. meters on all 3 air basins. 24 hour monitoring.
- Install hanger bearings on the new grit screw.

- 6 month maintenance completed on the Shawnee Channel Monster.
- Replaced the winch motor on the little crane truck.
- New guide rails installed at the Golf Course L/S.
- Reweld on Heat Exchanger #2 after the plug we welded in blew out.
- Removed Raw Pump #3 and flocculator on Clarifier #4 for repair.

September 2024

- Install flocculator on Clarifier #4 after rebuilding.
- Put Raw pump #3 back in service after rebuilding.
- Rebuild pressurizing pump and replace crusher valve on the DAF.
- Replace all of the float balls in the storm well.
- Replace main feed hose for the Husky sludge injector.
- Install new level controller on the sludge pit.
- Installed the new Woodland L/S generator.

October 2024

- Replace check valve #3 on the Hillcrest L/S.
- Replaced the belt on the Gravity Belt Thickener.
- Replace all 6 plug valves in the hose pump basement.
- Pull new wire in the hose pump basement, from the raw to the heat exchanger, and from the heat exchanger to the digester junction box.
- 6 month maintenance completed on the Raw channel monster.
- Rewire the lighting in the secondary digester decant room.
- Replace 3 of the decant valves in the secondary digester.

November 2024

- Herrick L/S pump #2 failed. Replaced with the back up on the shelf.
- Replaced limit switches on Siphon #1 and Siphon #3.
- Replace the breaker on Clarifier #4 scum bar.
- Replace the cable on Siphon #2.
- Annual maintenance on the land application tractor completed.
- Installed new VEGA level transducer at 8th St. L/S.
- Flow meters installed at the Nebraska and Hillcrest L/S's.

December 2024

- Replace sump pump for the Hose Pump basement.
- Installed VEGA level controller on Digester #1 and the DAF.
- Dig up broken line between primary #1 and #2 and repair.
- Put backup pump in Polaris after failure during warranty period. Claim filed.
- 6 month maintenance completed on the Tuxedo channel monster.
- Rebuild the belt feed pump.

January 2025

- Replace the block heater on Nebraska Generator.
- Install new discharge hose for the Husky injection unit.
- Install VEGA level controller for digester #2.
- Replace packing on RAS pump #3.
- Replace wheel bearing on the little crane truck.
- Install flow meters on Maple, Golf Course, and Virginia L/S's.
- Replace gears in Primary Effluent sampler.

February 2025

- Install new radiator in the little crane truck.
- New polymer pump installed for the Gravity Belt Thickener.
- Replace the bearings and seals on all gearboxes for Clarifier #4.
- Replace conduit for all of the flocculators on Clarifier #4.
- Primary hose pump #1 and #3 had a main drive sealed bearing replacement.
- Install actuating valve on blower #3 for D.O. efficiency.
- Replace the cutter and impeller for the Herrick spare pump.

March 2025

- Install new chain hoists at Shawnee and Tuxedo L/S's.
- Replaced check valve #1 and 2 at Hillcrest L/S.
- Replace the long reach 90 on Herrick L/S discharge line pump #2.
- Replaced the scrubber at the Shawnee L/S.
- Repair coolant leak on truck #504.
- Replace guide rail bracket and float ball bracket at Golf Course L/S.

April 2025

- Wire in new pump stops for Tuxedo storm pumps.
- Replace shaft, bearings, and seals on Shawnee Pump #3.
- Install new ATS control board at Hillcrest L/S. Back in service.
- Replace pump #1 guide rail on Hughes Fisher L/S.
- Coupler repair on flocculator #3 for Clarifier #4.
- Prepare the backup channel monster for install. 100% ready.
- Replace 2 eyewash showers for the CI2 building.

May 2025

- Rebuilt and replaced scum bar on siphon #3 that came off and broke.
- Replaced lovejoy coupler on non-pot pump #3
- Replaced water pump assembly for Heat Exchanger #1.
- Drain and bake motors for non-pot system after tank drain failure.
- Rethread access plate to the impeller of Tuxedo pump #2
- Repair gas regulator on the Covington L/S generator.
- Tighten cables on all 3 Siphons.

June 2025

- Replace the packing on the polymer feed pump.
- Replace hose on primary hose pump #3.
- 6 month maintenance completed on all 3 small channel monsters.
- Install new stainless steel chain on pumps for the Hughes Fisher L/S.
- Install new guide rail for pump #2 at Hughes Fisher L/S.
- Replace 6" plug valve for inlet of heat exchanger #2.
- Change belt on Magnum.
- Tension the guide chains on the grit chambers.
- Worked with our machinist on Shawnee and Raw pump shafts. 2 broke.

ITEMS FOR FUTURE CONSIDERATION

Many items that could be listed here are being addressed in the future plant upgrade, which is currently in the engineering phase.

ANTICIPATED OR CONTINUED PROJECTS FOR 2025-2026

The following projects will require significant amounts of man-hours and or dollars to complete. They will be prioritized and completed as current available resources will allow.

- Replace the Tuxedo L/S FEB liner.
- Install PLC and communications for #3 blower discharge valve to actuate.
- Install new Nebraska generator.
- Repairs to the Plant FEB liner.

CAPITAL BUDGET ITEMS FOR FY 2025-2026

- Control panel for the Limestone L/S.
- PLC and Instrumentation for D.O. controlled blower valve.
- Impellers for the Tuxedo, Shawnee, and Raw Pumps.
- Check valve and Gate Valve for RAS Pump #3.

6 - Safety

Safety is the number one priority at Veolia Water. Through daily safety reminders and monthly safety training, personnel are made aware of the proper procedures to follow and equipment to use to reduce the potential for a safety incident.

At the end of June 2025, the employees at the Chickasaw WWTP have worked a total of 18 years and 10 months with no lost time accidents to report.

- Employees are provided with hard hats, safety shoes, and safety glasses, and are required to wear personal protective equipment at all times while at the workplace. In addition, other safety and protective devices are provided, including but not limited to rubber boots, gloves, suits, self-contained

breathing apparatus, and abatement equipment for hazardous chemical spills and leaks.

- Annual audits are conducted at the facility to monitor the safety program and to identify potential safety hazards. Monthly inspections are also conducted to assure compliance with safety policies and procedures.
- Housekeeping is a top priority at the Chickasaw WWTP to reduce and eliminate possible safety hazards

TRAINING

Operations, Maintenance and Safety training is of paramount importance to maintain a proficient and productive workforce for the City's facilities.

The quality of wastewater treatment is directly related to the qualifications, competence, and commitment of our staff. We place a strong emphasis on employee training to ensure and provide the City of Bartlesville with a quality operation.

In 2024-2025, over 602.5 hours of training were provided to the Chickasaw Wastewater Treatment Plant staff. That equates to 50.2 hours of training per person.

Training Hours

Safety Training – 330.5 Hrs.

Technical & Other Training – 272 Hrs

APENDICE

A

ANNUAL COMPLIANCE SUMMARY

Annual Compliance Summary 2025

Month	EFFLUENT Flow (mgd) mgd	*Eff BOD (lbs/d) lbs/d	Chl Eff BOD (mg/l) mg/l	7 Day BOD Average mg/l	*Eff TSS (lbs/d) lbs/d	Chl Eff TSS (mg/l) mg/l	7 Day TSS Average mg/l	*EFF NH3 (lbs/d) lbs/d	Chl Eff NH3 (mg/l) mg/l	7 Day NH3 Avg. mg/l	Eff pH SU	Eff DO (mg/l) mg/l	Eff MAX CL2 RES. mg/l	E. coli (CFU/100 ml)
Jul 2024	4.01	131.00	3.84	3.80	104.00	3.05	3.00	15.87	.48	.48	6.97	6.28	.05	30.00
Aug 2024	2.80	83.00	3.52	3.50	76.00	3.21	3.30	9.07	.38	.37	6.90	6.12	.04	57.00
Sep 2024	2.43	68.00	3.36	3.30	66.00	3.28	3.30	10.35	.51	.53	6.93	6.25	.05	52.00
Oct 2024	2.36	69.00	3.51	3.50	53.00	2.67	2.70	8.85	.44	.42	6.80	6.40		
Nov 2024	7.99	296.00	4.34	4.40	314.00	4.62	4.80	29.37	.45	.46	6.88	7.38		
Dec 2024	3.72	136.00	4.32	4.30	83.00	2.58	2.50	25.74	.84	.89	6.73	7.76		
Jan 2025	3.68	146.00	4.72	4.70	105.00	3.41	3.40	18.42	.59	.57	6.70	8.27		
Feb 2025	4.43	137.00	3.86	3.90	71.00	2.00	2.00	5.72	.16	.16	6.71	8.91		
Mar 2025	5.93	175.00	3.41	3.40	123.00	2.08	2.10	14.34	.35	.36	7.01	8.47		
Apr 2025	9.64	294.00	3.58	3.50	189.00	2.17	2.10	36.44	.43	.41	7.04	7.71		
May 2025	7.91	238.00	3.87	4.00	181.00	3.16	3.40	28.59	.48	.51	6.99	7.20	.06	42.00
Jun 2025	10.56	282.00	3.28	3.30	315.00	3.87	3.90	20.76	.26	.27	6.87	7.23	.07	17.00
Minimum	2.36	68.00	3.28	3.30	53.00	2.00	2.00	5.72	.16	.16	6.70	6.12	.04	17.00
Maximum	10.56	296.00	4.72	4.70	315.00	4.62	4.80	36.44	.84	.89	7.04	8.91	.07	57.00
Total	65.46	2054.00	45.59	45.60	1679.00	36.11	36.30	223.52	5.38	5.42	82.53	87.99	.27	198.00
Average	5.46	171.00	3.80	3.80	140.00	3.01	3.00	18.63	.45	.45	6.88	7.33	.05	40.00
PERMIT		583.8	10	15	875.7	15	22.5	58.4	1	1.5	6.5-9	>6	<0.09	126

APENDICE

B

COMPENSATION ADJUSTMENT

2025-2026

Veolia Water North America

Bartlesville, Oklahoma

COMPENSATION ADJUSTMENT**Compensation Adjustment**

CPI - U (All Items Index, 1967=100)
Per Bureau of Labor Statistics

Feb-25	955.829
Feb-24	929.598
Rate of Change:	26.231
Percent Change:	2.822%

Electrical Rate of Change**Cost / KWH**

\$/KWH	Mar 2024 - Feb 2025	0.08490
---------------	----------------------------	----------------

\$/KWH	Mar 2023 - Feb 2024	0.09218
---------------	----------------------------	----------------

Rate Change	-0.00728
% Change	-7.898%

INDEX	WEIGHT	CHANGE	WEIGHTED
CPI-U	75%	2.822%	2.116%
ELECTRICAL	25%	-7.898%	-1.974%

% ANNUAL INCREASE / DECREASE	0.142%
ANNUAL SERVICE FEE (July 2024)	\$3,021,260.50
ANNUAL BASE FEE INCREASE / DECREASE	\$4,287.78
ANNUAL SERVICE FEE (July 2025)	\$3,025,548.28

MONTHLY SERVICE FEE (July 2025)	\$252,129.02
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MAINTENANCE CEILING ADJUSTMENT

July 2024 - June 2025:	\$191,140.00
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% CPI CHANGE:	2.822%
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INCREASE:	\$5,393.51
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2025 - 2026 ANNUAL CEILING:	\$196,533.51
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MONTHLY CEILING MAINTENANCE:	\$16,377.79
(July 2025 - June 2026)	

Electrical rate = total electrical cost/total Kwh.

APENDICE

C

ELECTRICAL RATE ANALYSIS

Plant Electric	KWH	24/25 Cost	Rate
Mar-24	198400	\$13,836.92	0.069743
Apr-24	176800	\$14,908.29	0.084323
May-24	181600	\$15,211.98	0.083766
Jun-24	182000	\$14,494.20	0.079638
Jul-24	196800	\$16,104.35	0.081831
Aug-24	174000	\$14,381.39	0.082652
Sep-24	174000	\$14,378.21	0.082633
Oct-24	180000	\$12,735.24	0.070751
Nov-24	167200	\$12,163.02	0.072745
Dec-24	212400	\$14,163.78	0.066684
Jan-25	189600	\$13,148.01	0.069346
Feb-25	180800	\$12,787.32	0.070726
Plant Totals	2213600	\$168,312.71	0.07603573816

Lift Electric	KWH	24/25 Cost	Rate	Multi-billing [1]		Nebraska		Woodland [2]	
Mar-24	68161	\$6,408.97	0.094027	3299	\$394.32	1604	\$176.16	2808	\$258.30
Apr-24	71189	\$7,690.73	0.108033	3874	\$438.49	1639	\$188.84	2638	\$263.24
May-24	94780	\$11,869.99	0.125237	4489	\$527.19	1652	\$231.46	2779	\$375.61
Jun-24	66039	\$9,019.81	0.136583	3418	\$516.08	1391	\$199.46	1659	\$232.39
Jul-24	64707	\$8,817.98	0.136276	3532	\$538.95	1299	\$189.10	1514	\$214.16
Aug-24	53713	\$6,754.92	0.125759	2380	\$391.62	1021	\$157.04	1270	\$185.90
Sep-24	55249	\$7,019.59	0.127054	2274	\$378.23	926	\$146.02	1315	\$191.11
Oct-24	58078	\$5,800.52	0.099875	2392	\$394.15	2359	\$210.84	1910	\$183.65
Nov-24	127635	\$11,092.03	0.086904	3873	\$436.41	2343	\$210.02	4480	\$339.53
Dec-24	74362	\$6,536.88	0.087906	2745	\$335.61	1581	\$163.58	1988	\$188.18
Jan-25	64655	\$6,006.39	0.092899	2385	\$304.22	1811	\$177.57	2634	\$227.66
Feb-25	83135	\$7,457.24	0.089700	2503	\$316.98	2287	\$206.81	4224	\$324.94
Lift Station Totals	881703	\$94,475.05	0.1071506505						

Grand Totals	3095303	\$262,787.76	0.08489888066
KWH	24/25 Cost	Rate	

12th Pl.		Comanche		Shawnee		Golf Course [3]		HC		DP	
40	\$25.26	170	\$54.24	22080	\$1,909.72	8505	\$748.32	7487	\$577.48	263	\$62.74
33	\$24.85	116	\$50.01	21000	\$2,126.11	8058	\$819.84	7491	\$624.79	276	\$65.68
39	\$26.12	166	\$57.85	32400	\$4,059.28	13286	\$1,479.15	12528	\$1,622.60	323	\$76.00
29	\$24.99	87	\$48.73	22560	\$2,866.92	8451	\$1,080.65	7708	\$1,006.11	153	\$56.38
33	\$25.46	90	\$49.12	19080	\$2,401.27	7795	\$1,010.31	6530	\$856.88	159	\$57.10
34	\$25.58	68	\$46.56	18120	\$1,929.13	5860	\$684.56	5352	\$706.56	194	\$61.17
42	\$26.51	67	\$46.45	21720	\$2,356.86	4659	\$543.56	4455	\$591.52	220	\$64.21
38	\$25.25	80	\$46.17	18840	\$1,431.45	4506	\$407.37	4286	\$327.48	228	\$58.66
70	\$27.94	184	\$54.97	42480	\$3,750.30	15858	\$1,246.77	14814	\$965.78	623	\$92.03
43	\$25.62	239	\$59.47	24840	\$1,938.30	8106	\$695.39	7668	\$531.98	351	\$88.92
35	\$24.52	273	\$61.73	18000	\$1,494.71	6903	\$644.63	6775	\$479.66	339	\$67.35
35	\$24.55	264	\$61.01	23880	\$1,805.78	8632	\$796.69	8458	\$583.11	388	\$71.54

Silver Lake		Walmart		Covington [4]		Maple		Limestone Basin [5]		8th St.	
1245	\$151.67	1040	\$139.27	1090	\$138.51	3351	\$295.33	28	\$40.43	205	\$57.44
1113	\$147.61	1040	\$139.27	1080	\$144.38	2852	\$261.29	28	\$40.43	188	\$57.06
1352	\$194.92	1280	\$169.19	1169	\$173.76	5192	\$453.51	28	\$40.60	244	\$66.86
753	\$125.71	960	\$154.66	1093	\$165.03	2867	\$386.86	30	\$41.30	188	\$60.42
880	\$140.57	960	\$155.25	965	\$150.43	2457	\$334.45	28	\$41.12	177	\$59.19
833	\$135.24	960	\$155.17	975	\$151.70	2223	\$305.02	27	\$41.01	158	\$57.01
834	\$135.36	960	\$159.03	991	\$153.56	2376	\$324.90	30	\$41.34	160	\$57.23
891	\$114.60	880	\$166.76	1268	\$144.79	2101	\$289.62	27	\$41.77	152	\$52.26
2463	\$217.30	1280	\$149.52	1493	\$158.51	5217	\$383.84	28	\$40.97	319	\$66.37
1306	\$146.91	1360	\$156.47	1208	\$140.98	3163	\$259.71	37	\$41.74	259	\$61.17
1267	\$144.47	1360	\$154.17	1853	\$167.96	3299	\$267.55	46	\$42.36	258	\$60.21
1556	\$162.24	1440	\$160.23	1727	\$172.66	3353	\$271.40	41	\$41.25	259	\$60.59

Tuxedo [6]		Hughes Fisher [7]		Polaris		Casino	
13560	\$1,175.49	952	\$125.87	434	\$78.42		
17820	\$1,877.55	773	\$114.34	403	\$78.11	767	\$228.84
15720	\$1,965.65	807	\$131.94	548	\$101.98	778	\$116.32
13260	\$1,771.51	555	\$102.83	161	\$57.30	716	\$122.48
17820	\$2,313.46	491	\$95.55	225	\$64.74	702	\$120.87
12780	\$1,435.35	472	\$93.40	169	\$58.28	817	\$134.62
12900	\$1,533.65	503	\$96.99	132	\$53.98	685	\$119.08
16260	\$1,603.15	934	\$118.23	132	\$50.56	794	\$133.76
29640	\$2,622.62	1175	\$138.65	312	\$65.77	983	\$124.73
17160	\$1,408.09	1177	\$138.56	267	\$61.83	864	\$114.37
15360	\$1,376.85	1008	\$124.10	248	\$59.63	1001	\$127.04
21900	\$2,092.42	1021	\$125.32	252	\$60.00	915	\$119.72

APENDICE

D

REBATE SUMMARY

24/25 Rebate Summary

Shared Savings = **\$2,286.39**

	Total	City's Share(75%)	Units Saved	Cost	Rate
Elect. Plant	\$14,958.38	\$11,218.79	196,000	\$168,571.80	\$0.07632
Elect. Pump	-\$26,709.70	-\$20,032.28	-248,754	\$119,645.20	\$0.10737
Chlorine	\$2,115.00	\$1,586.25	2,000	\$4,230.00	\$1.05750
Sulfur Dioxide	\$1,250.00	\$937.50	2,000	\$1,260.00	\$0.63
Natural Gas	\$130.85	\$98.13	3.951	\$8,075.73	\$33.12
Polymer (Sludge)	\$11,304.00	\$8,478.00	7,200	\$5,652.00	\$1.57
Polymer (Process)	\$0	\$0	0	\$0	\$0
Antifoam	\$0	\$0	0	\$0	\$0
Total	\$3,048.52	\$2,286.39			

Fine Bubble Diffuser Savings = **\$109,070.17**

	24/25 KWH		Savings
	Reduction	%	Cost / KWH
Jul-24	114,100	49.9%	\$9,336.92
Aug-24	109,300	49.2%	\$9,033.86
Sep-24	103,200	49.4%	\$8,527.73
Oct-24	108,900	49.0%	\$7,704.78
Nov-24	115,200	53.9%	\$8,380.22
Dec-24	112,700	49.5%	\$7,515.29
Jan-25	119,300	50.6%	\$8,272.98
Feb-25	106,500	50.3%	\$7,532.32
Mar-25	112,700	48.4%	\$7,739.11
Apr-25	140,300	61.3%	\$11,848.34
May-25	140,000	58.2%	\$11,816.84
Jun-25	135,900	60.4%	\$11,361.78

Totals **1,418,100** **\$109,070.17**

Maintenance Ceiling Budget= \$191,139.96

Maintenance Ceiling Cost = \$190,864.05

Maintenance Surplus = **\$275.91**

Totals

\$2,286.39

\$109,070.17

\$275.91

Shared Savings

Fine Bubble Diffuser Savings

Repair and Maintenance

\$111,632.47 **Balance Due to BARTLESVILLE for the spending on Ceiling Maintenance, shared savings, and fine bubble diffuser savings.**

APENDICE

E

SHARED SAVINGS

	Total	City's Share (75%)	Units Saved	Cost	Rate
Elect. Plant	\$14,958.38	\$11,218.79	196000	\$168,571.80	\$0.07632
Elect. Pump	-\$26,709.70	-\$20,032.28	-248754	\$119,645.20	\$0.10737
Chlorine	\$2,115.00	\$1,586.25	2000	\$4,230.00	\$1.05750
Sulfur Dioxide	\$1,250.00	\$937.50	2000	\$1,250.00	\$0.0630
Natural Gas	\$130.85	\$98.13	3.951	\$8,075.73	\$33.12
Polymer (Sludge)	\$11,304.00	\$8,478.00	7200	\$5,652.00	\$1.57
Polymer (Process)	\$0.00	\$0.00	0	\$0.00	\$0.00
Antifoam	\$0.00	\$0.00	0	\$0.00	
Total	\$3,048.52	\$2,286.39			

Plant Electric	KWH	Baseline	Delta	24/25 Cost	Rate
Jul-24	196800	228800	32000	\$16,104.35	0.081831
Aug-24	174000	204400	30400	\$14,381.39	0.082652
Sep-24	174000	194400	20400	\$14,378.21	0.082633
Oct-24	180000	186000	6000	\$12,735.24	0.070751
Nov-24	167200	218800	51600	\$12,163.02	0.072745
Dec-24	212400	224400	12000	\$14,163.78	0.066684
Jan-25	189600	198000	8400	\$13,148.01	0.069346
Feb-25	180800	211200	30400	\$12,787.32	0.070726
Mar-25	197200	198400	1200	\$13,541.76	0.068670
Apr-25	174800	176800	2000	\$14,761.94	0.084450
May-25	177200	181600	4400	\$14,956.67	0.084406
Jun-25	184800	182000	-2800	\$15,450.11	0.083604

2208800	2404800	196000	\$168,571.80	0.076318
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Lift Electric	KWH	Baseline	Delta	24/25 Cost	Rate	Multi-billing [1]	Nebraska	Woodland [2]	Silver Lake
Jul-24	64707	83843	19136	\$8,817.98	0.136276	3532	1299	\$189.10	880
Aug-24	53713	59560	5847	\$6,754.92	0.125759	2380	1021	\$157.04	833
Sep-24	55249	52234	-3015	\$7,019.59	0.127054	2274	926	\$146.02	834
Oct-24	58078	56140	-1938	\$5,800.52	0.099875	2392	2359	\$210.84	891
Nov-24	127635	63140	-64495	\$11,092.03	0.086904	3873	2343	\$210.02	2463
Dec-24	74362	72952	-1410	\$6,536.88	0.087906	2745	1581	\$163.58	1306
Jan-25	64655	91976	27321	\$6,006.39	0.092899	2385	1811	\$177.57	1267
Feb-25	83135	85517	2382	\$7,457.24	0.089700	2503	2287	\$206.81	1556
Mar-25	93392	68161	-25231	\$8,616.63	0.092263	2674	2428	\$215.41	1487
Apr-25	168414	71189	-97225	\$16,312.90	0.096862	4410	3809	\$348.58	3923
May-25	112482	94780	-17702	\$14,653.82	0.130277	4092	2696	\$366.80	1274
Jun-25	158463	66039	-92424	\$20,576.30	0.129849	5547	2792	\$379.19	2888

1114285	865531	-248754	\$119,645.20	0.107374
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Walmart		Covington [6]		Maple		Limestone Basin [7]		8th St.		12th Pl.		Comanche		Shawnee	
960	\$155.25	965	\$150.43	2457	\$334.45	28	\$41.12	177	\$59.19	33	\$25.46	90	\$49.12	19080	\$2,401.27
960	\$155.17	975	\$151.70	2223	\$305.02	27	\$41.01	158	\$57.01	34	\$25.58	68	\$46.56	18120	\$1,929.13
960	\$159.03	991	\$153.56	2376	\$324.90	30	\$41.34	160	\$57.23	42	\$26.51	67	\$46.45	21720	\$2,356.86
880	\$166.76	1268	\$144.79	2101	\$289.62	27	\$41.77	152	\$52.26	38	\$25.25	80	\$46.17	18840	\$1,431.45
1280	\$149.52	1493	\$158.51	5217	\$383.84	28	\$40.97	319	\$66.37	70	\$27.94	184	\$54.97	42480	\$3,750.30
1360	\$156.47	1208	\$140.98	3163	\$259.71	37	\$41.74	259	\$61.17	43	\$25.62	239	\$59.47	24840	\$1,938.30
1360	\$154.17	1653	\$167.96	3299	\$267.55	46	\$42.36	258	\$60.21	35	\$24.52	273	\$61.73	18000	\$1,494.71
1440	\$160.23	1727	\$172.66	3353	\$271.40	41	\$41.25	259	\$60.59	35	\$24.55	264	\$61.01	23880	\$1,805.78
1040	\$132.91	1798	\$176.99	4071	\$315.60	27	\$40.09	234	\$58.47	45	\$25.40	217	\$57.06	28800	\$2,670.92
1280	\$150.85	2044	\$218.26	6260	\$449.09	29	\$40.26	382	\$75.94	99	\$31.26	282	\$66.19	59760	\$5,891.95
1280	\$167.62	1692	\$237.51	6878	\$575.17	29	\$40.62	240	\$66.47	32	\$25.29	202	\$62.05	37320	\$4,841.08
1120	\$174.10	2194	\$302.18	8209	\$1,076.71	25	\$40.69	346	\$78.80	73	\$30.09	288	\$72.06	61080	\$7,643.44

Golf Course [1]		HC		DP		Tuxedo [2]		Hughes Fisher [3]		Polaris		Casino	
7765	\$1,010.31	6530	\$856.88	159	\$57.10	17820	\$2,313.46	491	\$95.55	225	\$64.74	702	\$120.87
5860	\$684.56	5352	\$706.56	194	\$61.17	12780	\$1,435.35	472	\$93.40	169	\$58.28	817	\$134.62
4659	\$543.56	4455	\$591.52	220	\$84.21	12900	\$1,533.65	503	\$96.99	132	\$53.98	685	\$119.08
4506	\$407.37	4286	\$327.48	228	\$58.66	16260	\$1,603.15	934	\$118.23	132	\$50.56	794	\$133.76
15858	\$1,246.77	14814	\$965.78	623	\$92.03	29640	\$2,622.62	1175	\$138.65	312	\$65.77	983	\$124.73
8106	\$695.39	7668	\$531.98	351	\$68.92	17160	\$1,408.09	1177	\$138.56	267	\$61.83	864	\$114.37
6903	\$644.63	6775	\$479.66	339	\$67.35	15360	\$1,376.85	1008	\$124.10	248	\$59.63	1001	\$127.04
8632	\$796.69	8458	\$583.11	388	\$71.54	21900	\$2,092.42	1021	\$125.32	252	\$60.00	915	\$119.72
10802	\$948.79	10695	\$719.54	343	\$67.72	22260	\$2,046.50	1017	\$124.97	235	\$58.56	868	\$115.61
17735	\$1,582.02	18902	\$1,462.93	998	\$136.19	37860	\$3,982.91	1127	\$148.81	442	\$81.84	805	\$109.97
11541	\$1,416.10	11727	\$1,529.73	372	\$81.80	26280	\$3,594.06	1025	\$157.64	221	\$64.25	813	\$120.94
16734	\$1,819.96	17009	\$2,209.92	820	\$133.85	31620	\$4,306.95	974	\$151.74	295	\$72.89	716	\$123.89

Natural Gas	MCF	Baseline	Delta	24/25 Cost	Rate	Plant	Nebraska	Woodland [8]
Jul-24	3,174	3,523	0.349	\$555.54	175.03	1,638	0.000	\$29.39
Aug-24	3,844	3,794	-0.050	\$572.96	149.05	1,766	0.312	\$29.39
Sep-24	3,551	2,694	-0.857	\$568.99	160.23	1,670	0.209	\$31.58
Oct-24	4,713	10,751	6.038	\$574.87	121.98	3,177	0.102	\$29.28
Nov-24	29,068	22,416	-6.652	\$702.66	24.17	27,639	0.204	\$30.39
Dec-24	60,827	42,675	-18,152	\$900.82	14.81	57,261	0.509	\$29.28
Jan-25	53,603	99,467	45,864	\$796.12	14.85	52,054	0.103	\$29.28
Feb-25	53,622	19,970	-33,652	\$894.01	16.67	50,748	0.104	\$32.63
Mar-25	6,029	9,175	3,146	\$601.43	99.76	3,22	0.208	\$32.20
Apr-25	3,691	21,702	18,011	\$582.20	157.74	2,972	0.000	\$31.59
May-25	16,436	8,067	-8,369	\$708.71	43.12	2,858	0.000	\$31.54
Jun-25	5,295	3,570	-1,725	\$617.42	116.60	2,248	0.000	\$33.58

243,853	247,804	3,951	\$8,075.73	\$33.12
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Silver Lake		Walmart		Limestone		Maple		Covington [9]	Casino		
0.410	\$33.59	0	\$10.15	0.000	\$45.05	0.307	\$32.53	0.102	\$32.44	0.717	\$170.64
0.104	\$30.46	0	\$18.91	0.000	\$45.05	0.831	\$37.95	0.104	\$32.46	0.727	\$170.75
0.209	\$31.54	0	\$17.80	0.000	\$45.05	0.104	\$30.46	0.209	\$33.62	1.044	\$172.61
0.102	\$30.69	0	\$17.80	0.000	\$44.94	0.410	\$34.16	0.205	\$33.94	0.717	\$170.77
0.102	\$30.31	0	\$17.80	0.000	\$44.94	0.408	\$33.43	0.102	\$32.30	0.510	\$169.50
1.019	\$39.98	0	\$17.80	0.000	\$44.94	0.917	\$38.88	0.306	\$34.66	0.815	\$171.45
0.103	\$30.41	0	\$17.80	0.000	\$44.94	0.413	\$33.79	0.000	\$29.28	0.930	\$130.37
0.000	\$29.28	1	\$17.80	0.000	\$44.94	0.623	\$36.05	0.208	\$33.68	0.623	\$170.91
0.208	\$31.93	0	\$16.02	0.000	\$44.94	1.143	\$45.02	0.208	\$34.14	0.831	\$173.58
0.000	\$30.38	0	\$17.80	0.000	\$46.04	0.000	\$30.38	0.000	\$30.38	0.615	\$176.08
0.408	\$34.99	0	\$17.80	0.000	\$46.04	8.269	\$123.73	0.102	\$33.53	4.696	\$203.45
0.204	\$32.38	1	\$17.80	0.000	\$45.73	0.715	\$38.16	0.102	\$33.20	0.715	\$190.06

Polymer	Lbs	Baseline	Delta	24/25 Cost	Rate
Jul-24	0	0	0	\$0.00	0.0000
Aug-24	0	0	0	\$0.00	0.0000
Sep-24	0	1800	1800	\$0.00	0.0000
Oct-24	0	0	0	\$0.00	0.0000
Nov-24	0	0	0	\$0.00	0.0000
Dec-24	0	1800	1800	\$0.00	0.0000
Jan-25	0	0	0	\$0.00	0.0000
Feb-25	1800	0	-1800	\$2,790.00	1.5500
Mar-25	0	7200	7200	\$0.00	0.0000
Apr-25	0	0	0	\$0.00	0.0000
May-25	1800	0	-1800	\$2,862.00	1.5900
Jun-25	0	0	0	\$0.00	0.0000
	3600	10800	7200	\$5,652.00	\$1.57

Sulfur Dioxide	Pounds	Baseline	Delta	24/25 Cost	Rate
Jul-24	0	0	0	\$0.00	\$0.00
Aug-24	0	2000	2000	\$0.00	\$0.00
Sep-24	0	0	0	\$0.00	\$0.00
Oct-24	0	0	0	\$0.00	\$0.00
Nov-24	0	0	0	\$0.00	\$0.00
Dec-24	0	0	0	\$0.00	\$0.00
Jan-25	0	0	0	\$0.00	\$0.00
Feb-25	0	0	0	\$0.00	\$0.00
Mar-25	0	0	0	\$0.00	\$0.00
Apr-25	0	0	0	\$0.00	\$0.00
May-25	0	0	0	\$0.00	\$0.00
Jun-25	0	0	0	\$0.00	\$0.00
	0	2000	2000	\$0.00	\$0.00

Chlorine	Pounds	Baseline	Delta	24/25 Cost	Rate
Jul-24	0	0	0	\$0.00	\$0.00
Aug-24	0	2000	2000	\$0.00	\$0.00
Sep-24	2000	0	-2000	\$2,180.00	\$1.09
Oct-24	0	0	0	\$0.00	\$0.00
Nov-24	0	0	0	\$0.00	\$0.00
Dec-24	0	0	0	\$0.00	\$0.00
Jan-25	0	0	0	\$0.00	\$0.00
Feb-25	0	0	0	\$0.00	\$0.00
Mar-25	0	0	0	\$0.00	\$0.00
Apr-25	2000	4000	2000	\$2,050.00	\$1.03
May-25	0	0	0	\$0.00	\$0.00
Jun-25	0	0	0	\$0.00	\$0.00

4000	6000	2000	\$4,230.00	\$1.06
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APENDICE

F

FINE BUBBLE DIFFUSER SAVINGS

BASELINE

2001 BLOWER ELECTRICAL COST				
2001 Month	Blower KWH	Actual \$/KWH	Monthly \$Cost	
Jan-01	235,800	\$0.0494993	\$11,671.93	
Feb-01	211,900	\$0.0578418	\$12,256.67	
Mar-01	232,700	\$0.0597276	\$13,898.61	
Apr-01	229,000	\$0.0607310	\$13,907.40	
May-01	240,400	\$0.0601067	\$14,449.64	
Jun-01	225,000	\$0.0564393	\$12,698.84	
Jul-01	228,800	\$0.0560895	\$12,833.28	
Aug-01	222,000	\$0.0571088	\$12,678.15	
Sep-01	208,900	\$0.0282903	\$5,909.84	
Oct-01	222,400	\$0.0276361	\$6,146.26	
Nov-01	213,600	\$0.0281237	\$6,007.22	
Dec-01	227,800	\$0.0329580	\$7,507.83	
Totals	2,698,300	\$0.5745519	\$129,965.66	
Average	224,858	\$0.0478793	\$10,830.47	

2024/2025 BLOWER ELECTRICAL COST				
24/25 Month	Blower KWH	ACTUAL YTD		
		Actual \$/KWH	Monthly \$Cost	
Jan-25	116,500	0.069346	\$8,078.81	Jan
Feb-25	105,400	0.070726	\$7,454.52	Feb
Mar-25	120,000	0.068670	\$8,240.40	Mar
Apr-25	88,700	0.084450	\$7,490.72	Apr
May-25	100,400	0.084406	\$8,474.36	May
Jun-25	89,100	0.083604	\$7,449.12	Jun
Jul-24	114,700	0.081831	\$9,386.02	Jul
Aug-24	112,700	0.082652	\$9,314.88	Aug
Sep-24	105,700	0.082633	\$8,734.31	Sep
Oct-24	113,500	0.070751	\$8,030.24	Oct
Nov-24	98,400	0.072745	\$7,158.11	Nov
Dec-24	115,100	0.066684	\$7,675.33	Dec
Totals	1,280,200		\$97,486.80	
Average	106,683	\$0.076542	\$8,123.90	

Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec

Fine Bubble Diffuser Savings

KWH & COST SAVINGS			
24/25KWH Reduction	%	Savings @ 24/25 Cost / KWH	
119,300	50.6%	\$8,272.98	
106,500	50.3%	\$7,532.32	
112,700	48.4%	\$7,739.11	
140,300	61.3%	\$11,848.34	
140,000	58.2%	\$11,816.84	
135,900	60.4%	\$11,361.78	
114,100	49.9%	\$9,336.92	
109,300	49.2%	\$9,033.86	
103,200	49.4%	\$8,527.73	
108,900	49.0%	\$7,704.78	
115,200	53.9%	\$8,380.22	
112,700	49.5%	\$7,515.29	
Total \$ Savings =		\$109,070.17	
1,418,100		= YTD KWH SAVED	

APENDICE

G

MAINTENANCE CEILING (Repair & Maintenance) RECONCILIATION

Bartlesville R & M BUDGET 2024-2025

	ACTUAL	BUDGETED	Monthly Running Total
Early Posting	\$ 182.62		\$ 182.62
Jul-24	\$ 21,507.16	(15,928.33)	\$ 5,578.83
Aug-24	\$ 28,843.61	(15,928.33)	\$ 12,915.28
Sep-24	\$ 8,530.70	(15,928.33)	\$ (7,397.63)
Oct-24	\$ 14,025.95	(15,928.33)	\$ (1,902.38)
Nov-24	\$ 14,158.00	(15,928.33)	\$ (1,770.33)
Dec-24	\$ 3,716.99	(15,928.33)	\$ (12,211.34)
Jan-25	\$ 6,298.99	(15,928.33)	\$ (9,629.34)
Feb-25	\$ 25,000.97	(15,928.33)	\$ 9,072.64
Mar-25	\$ 7,808.19	(15,928.33)	\$ (8,120.14)
Apr-25	\$ 6,004.56	(15,928.33)	\$ (9,923.77)
May-25	\$ 10,721.08	(15,928.33)	\$ (5,207.25)
Jun-25	\$ 1,066.79	(15,928.33)	\$ (14,861.54)
Trailing	\$ 42,998.44		\$ 42,998.44
	\$ 190,864.05	\$ (191,139.96)	\$ (275.91)
	% of budget spent	100%	

APENDICE

H

BIOSOLIDS LAND APPLICATION

Annual Biosolids Land Applied

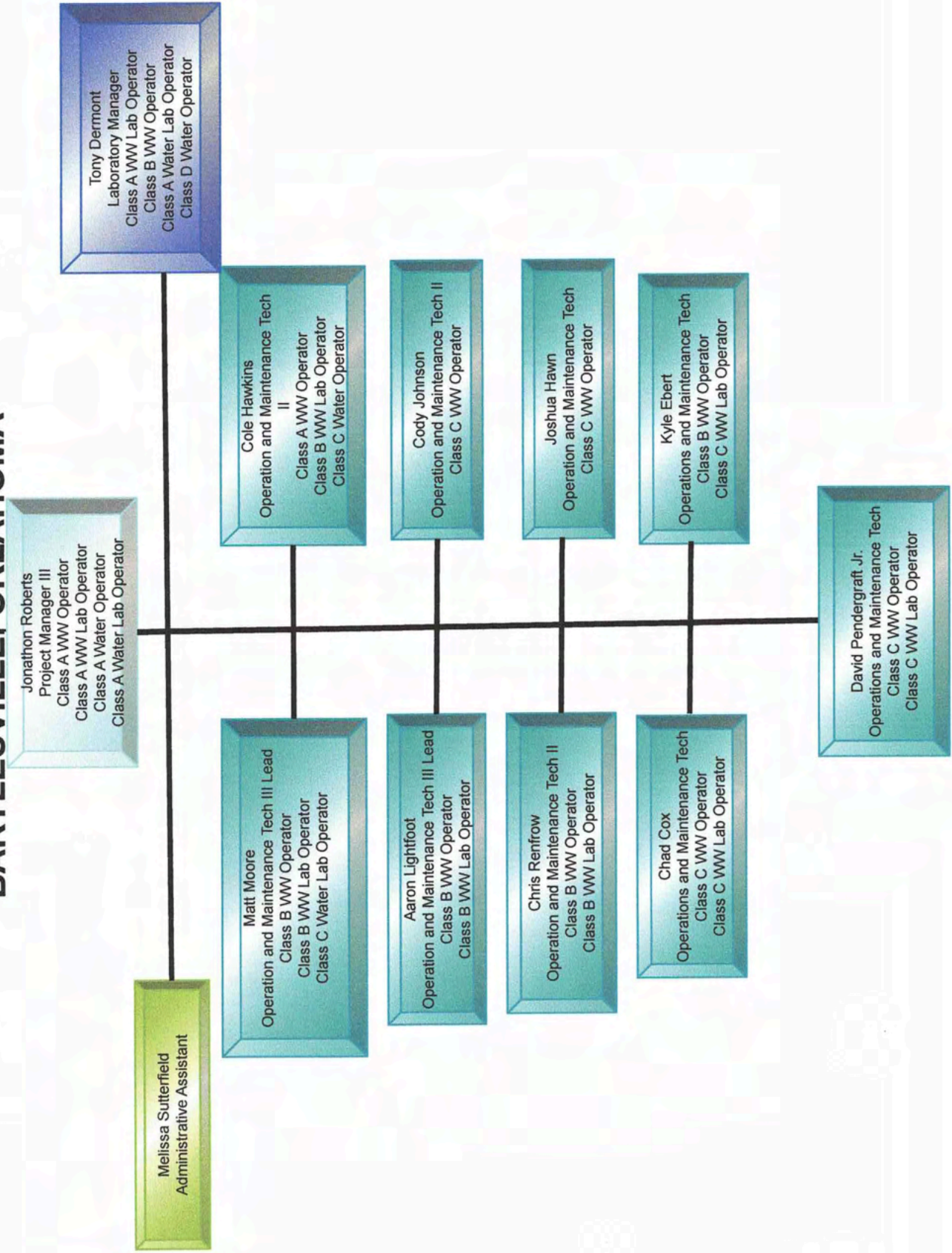
	AVG %TS OF TRK LOAD	Sludge Land Applied	METRIC TONS OF SLUDGE DISPOSED	Sludge Land Applied Gal	Sldg Loads/Day	Total Tons to Dig/day	Total MTons Sludge to Digesters
Month	% 363	Tons 567	Tons 817	KGAL 568	Lds 151	Tons 505	MTons 582
Jul 2024	2.55	33.90	30.70	340.00	68.00	101.00	91.60
Aug 2024	3.11	48.60	44.10	370.00	74.00	106.00	96.10
Sep 2024	3.07	23.70	21.50	190.00	38.00	90.30	81.90
Oct 2024	2.93	35.30	32.00	290.00	58.00	143.80	130.50
Nov 2024	2.84	16.60	15.00	140.00	28.00	132.30	120.00
Dec 2024	2.94	55.20	50.10	450.00	90.00	122.10	110.80
Jan 2025	3.05	53.80	48.80	410.00	82.00	174.10	157.90
Feb 2025	3.87	32.90	29.90	210.00	42.00	152.70	138.50
Mar 2025	3.37	59.20	53.70	425.00	85.00	135.00	122.50
Apr 2025	2.77	32.50	29.50	285.00	57.00	197.50	179.20
May 2025	2.78	46.70	42.40	400.00	80.00	134.90	122.40
Jun 2025	2.96	39.90	36.20	320.00	64.00	94.30	85.60
Minimum	2.55	16.60	15.00	140.00	28.00	90.30	81.90
Maximum	3.87	59.20	53.70	450.00	90.00	197.50	179.20
Total	36.23	478.30	433.90	3830.00	766.00	1584.10	1437.10
Average	3.02	39.90	36.20	319.00	64.00	132.00	119.80

APENDICE

I

FACILITY ORGANIZATION CHART

VEOLIA WATER CHICKASAW WASTEWATER PROJECT BARTLESVILLE, OKLAHOMA



APENDICE

J

GRAPHS

- Precipitation Influence on Flow
- Influent Flow
- Effluent BOD
- Effluent TSS
- Effluent Ammonia

Precipitation Influence on Flow

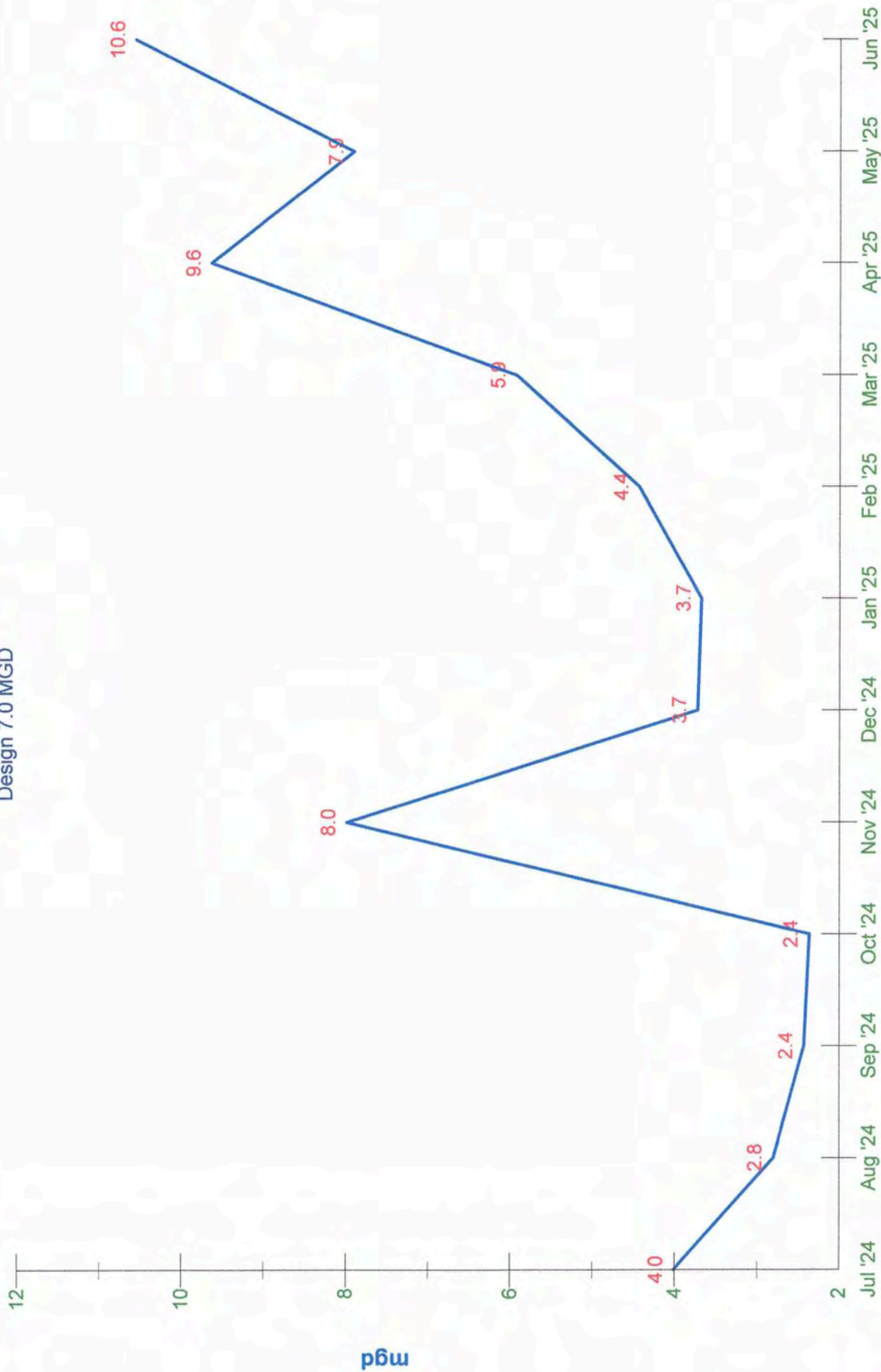


Date (7/1/2024 to 6/30/2025)
/ EFFLUENT Flow (mgd) (Mo Avg) Rainfall (in) (Mo Avg)

Precipitation Influence on Flow

Influent Flow

Design 7.0 MGD



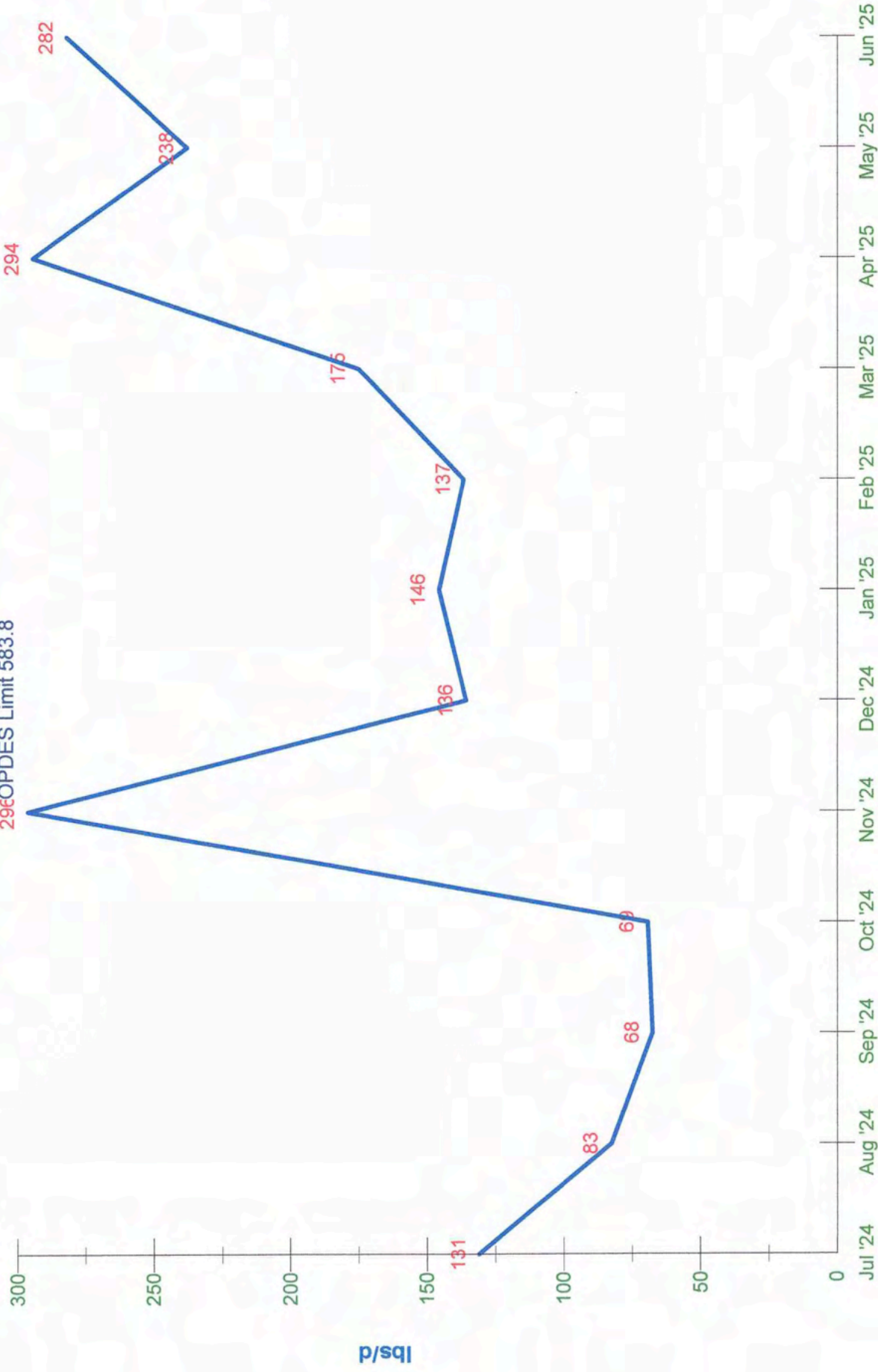
Date (7/1/2024 to 6/30/2025)

/ EFFLUENT Flow (mgd) (Mo Avg)

Influent Flow

Effluent BOD - Monthly Average

296OPDES Limit 583.8



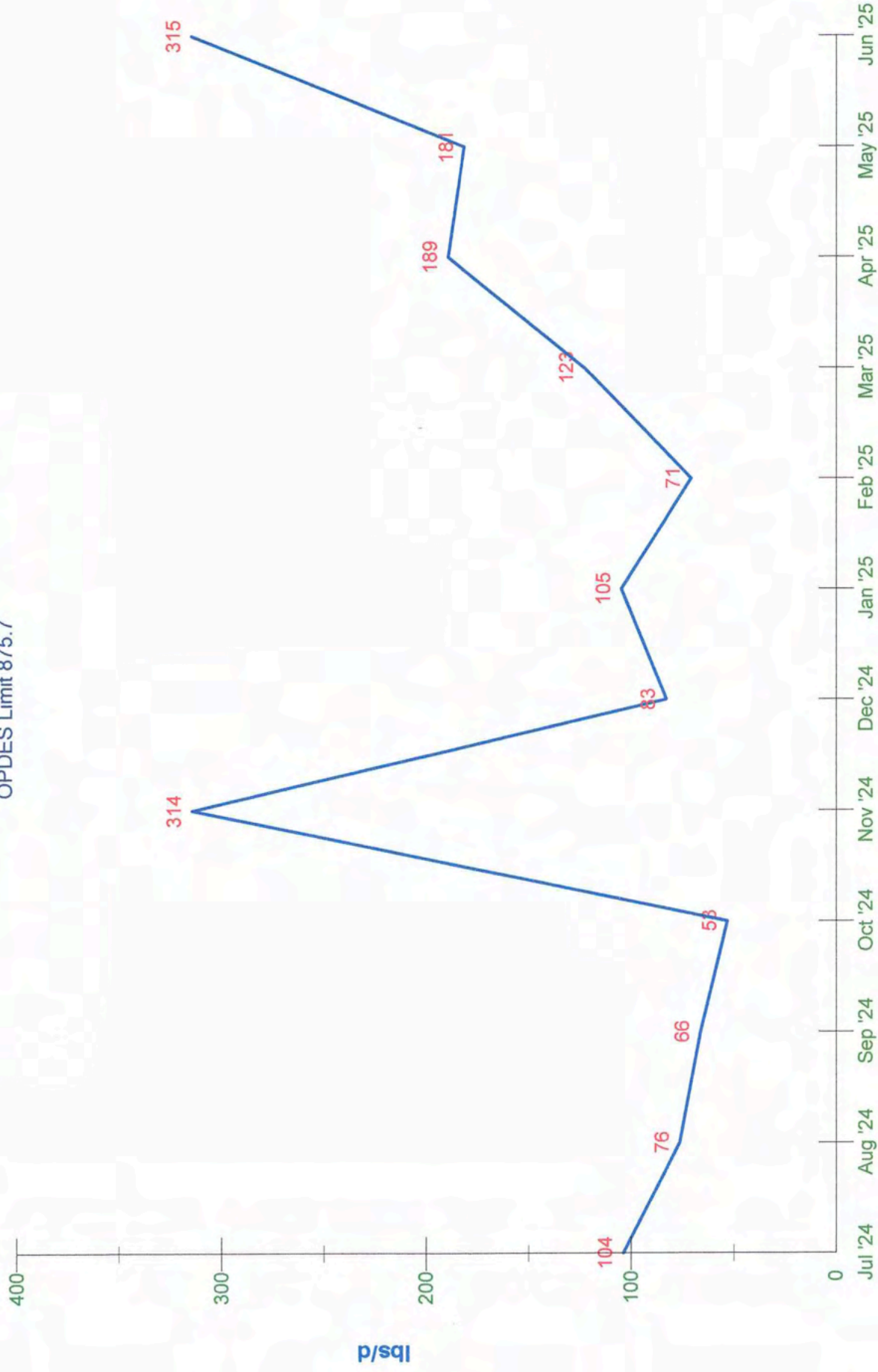
Date (7/1/2024 to 6/30/2025)

*Eff BOD (lbs/d) (Wk Avg)

Effluent BOD - Monthly Average

Effluent TSS - Monthly Average

OPDES Limit 875.7

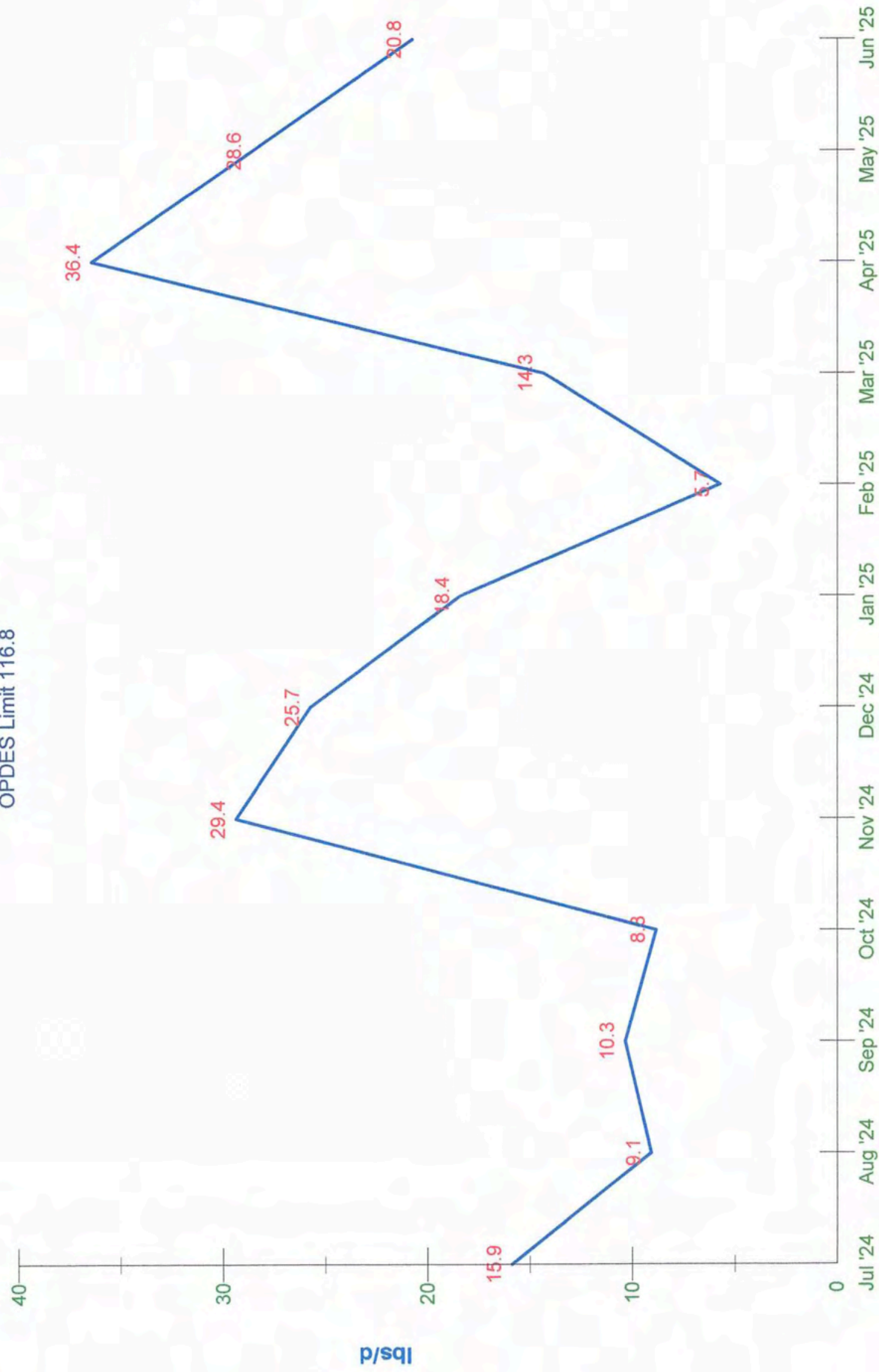


Date (7/1/2024 to 6/30/2025)
/ *Eff TSS (lbs/d) (Mo Avg)

Effluent TSS - Monthly Average

Effluent Ammonia

OPDES Limit 116.8



Date (7/1/2024 to 6/30/2025)

/ *EFF NH3 (lbs/d) (Mo Avg)

Effluent Ammonia



Agenda Item 7.g.i.
November 3rd 2025
Prepared by Captain Daniel Elkins
Police Department

I. **Subject:** Monthly ALPR (Flock Cameras) report per Chapter 15 Ordinance 3600

II. **Background:**

- a. The City of Bartlesville recently passed a new ordinance pertaining to ALPR technology such as Flock Safety Cameras with guidelines on implementation and a report on monthly activity. Attached is a detailed report for the month of October 2025.

III. **Staff Comments and Analysis:**

- a. Staff has conducted an organizational audit and found no discrepancy for October 2025.

IV. **Recommended Action:**

- a. Review Attached reports.

Bartlesville Police Department

Chief of Police, Kevin Ickleberry – Deputy Chief of Police, Troy Newell
615 S. Johnstone Ave. Non-Emergency 918.338.4001
Bartlesville, OK 74003 Administration 918.338.4050



To: DC A. Ward

From: Capt. D. Elkins #2350

Subject: Monthly Flock Report -October 2025-

Date: 10/23/2025

1. System Overview

- Total ALPR Cameras Installed: 10

- Current Locations:

#	Location	Distance from City Limit
1	Frank Phillips & Western-Eastbound	Approx. 300'- Straight east of west city limit.
2	3700 block of Frank Phillips Blvd.	Approx. 3,590' straight west of east city limit.
3	Hillcrest Dr. & Caney River-Northbound	Approx. 3,000' SW to city limit on Kane Hill.
4	Madison Blvd. & Tuxedo Blvd.-Southbound	Approx. 5,300' west of east city limit at Bison Rd.
5	Adams Blvd & Adams Rd-Eastbound	Approx. 9, 520' east of east city limit at Bison Rd.
6	14 th Street & Texas Circle-Eastbound	Approx. 50' south or north (SW) city limit.
7	Frank Phillips Blvd & Cherokee	Approx. 2,400' south of the north city limit.
8	Silver Lake Rd. & Price Rd.-Northbound	Approx. 1,700" north of the south city limit at Hampden.
9	Virginia Ave. & Herrick-Southbound	Approx. 105" south of north west city limit.
10	Bison Rd. & Adams Blvd.-Westbound	Approx. 570' east of the east city limit.

- System Manufacturer/Provider: Flock Safety

- Retention Period: 30 days

- Data Storage Location: AWS Cloud (encrypted) (FBI CJIS compliant)

2. System Activity Summary

Report Dates September 19 th to October 23 rd	
Total License Plates Captured	774,954
Unique License Plates Captured	n/a
Total Hotlist Entered	0
Alerts Matched Against Hotlists	16
Searches Conducted by Personnel	62 searches total, on 10 cases

3. Hotlist Monitoring

- Hotlists Used:
 - [e.g., NCIC Stolen Vehicle List, Amber Alert, Custom Local Lists]
- Hotlist Updates Verified: [Yes/No]

4. User Access & Searches

- Total Authorized Users: 24
- New User Accounts Created: 0
- Search Audit Logs Reviewed: [Yes/No]

First Name	Last Name	Title	Role	Last Login
Alison	Pittman	Dispatcher	User	10/22/2025
Andrew	Ward	Deputy Chief - Operations	Admin	04/2/2025
Chad	McCarty	D.A. Investigator	User	08/13/2025
Daniel	Elkins	CID Captain	Admin	10/23/2025
Daniel	Mains	Patrol Lieutenant	Admin	10/20/2025
Gina	Kennedy	Dispatcher	User	10/05/2025
Glenn	McClintock	CID Lieutenant	Admin	10/23/2025
Greg	Oates	LEAD	Admin	09/07/2025
Hannah	Harbour	LEAD	Admin	10/08/2025
Jakaya	Barker	Dispatcher	User	Deactivated
Jamie	Tennell	Dispatcher	User	09/06/2025
Jasie	Mercier	Dispatcher	User	10/22/2025
Jay	Hastings	Service Captain	Admin	12/19/2024
Jennifer	Hart	Dispatcher	User	08/15/2025
Joshua	Johnson	Patrol Lieutenant	Admin	Deactivated
Kevin	Ickleberry	Chief	Admin	10/14/2025
Keylee	Johnson	LEAD	Admin	10/20/2025
Lauren	Holland	Dispatcher	User	10/11/2025
Lisa	Duncan	Dispatcher	User	08/24/2025
Makinze	Powell	Dispatcher	User	10/20/2025
Mike	Stokes	Dispatcher	Admin	07/31/2025
Rudy	Brooklyn	Dispatcher	User	10/21/2025
Sarah	Barajas	Dispatcher	User	Deactivated
Sarah	Vigil	Dispatcher	User	04/24/2025
Tanya	Yates	Dispatcher	User	10/21/2025

Travis	Martinez	Patrol Captain	Admin	
Tyler	Diedrich	Patrol Lieutenant	Admin	3/18/2025

5. System Maintenance & Uptime

Camera Location	Uptime %	Maintenance Performed	Notes
#1 Frank Phillips Blvd @ Hwy 123	99%	Device Operating Normally	
#2 3700 block of Frank Phillips Blvd.	N/A	Device Operating Normally	Camera was moved on 10/17/2025
#3 Hillcrest Dr. & Caney River-Northbound	100%	Device Operating Normally	
#4 Madison Blvd. & Tuxedo Blvd.-Southbound	100%	Device Operating Normally	
#5 Adams Blvd & Adams Rd-Eastbound	100%	Device Operating Normally	
#6 14th Street & Texas Circle-Eastbound	100%	Device Operating Normally	Camera was replaced.
#7 Frank Phillips Blvd & Cherokee	100%	Device Operating Normally	
#8 Silver Lake Rd. & Price Rd.-Northbound	100%	Device Operating Normally	
#9 Virginia Ave. & Herrick-Southbound	100%	Device Operating Normally	
#10 Bison Rd. & Adams Blvd.-Westbound	100%	Device Operating Normally	Camera was moved 100 feet east on 10/22/25

6. Privacy & Compliance

- Data Retention Policy Enforced: ☒ Yes/No
- Compliance Review Completed: ☒ Yes/No

7. Comments/Recommendations

- Attached is an email from Flock representative showing that all cameras should be moved and in compliance with city ordinance by the November 3rd City Council meeting. Two of the seven cameras were moved this past week, with the remainder scheduled to be by November 3rd.

See attached excel reports for greater detail.

Daniel B. Elkins

From: Daniel B. Elkins
Sent: Wednesday, October 15, 2025 9:00 AM
To: [REDACTED]
Subject: RE: Relocation Update || 10/14/2025

Josh,

Thank you for this update and time table! I will be sharing this today in a pre-scheduled meeting with the our Assistant City Manager. This will help out a lot. If possible, I would love the opportunity to meet up with the install team each day they are in town. I will be respectful of their time and leave them to their jobs, but I want to ensure we get it right.

I know for the camera at Adams Blvd and Margarite scheduled for October 20th still needs some work on the final location. We lost our private property permission here a few weeks ago. On the opposite side of the road is all city property and I would like to be involved in its final location.

Again thanks for the update!

Regards,

Daniel Elkins

From: [REDACTED] >
Sent: Tuesday, October 14, 2025 5:35 PM
To: Daniel B. Elkins <dbelkins@cityofbartlesville.org>
[REDACTED]
Subject: Relocation Update || 10/14/2025

CAUTION: External Source. THINK BEFORE YOU CLICK!

Captain,

Wanted to give you a quick SITREP on the relocations. I requested everything be completed before 11/1/2025.

- Site surveys for **all** remaining locations are taking place tomorrow, **10/15**.
- Installations and removals are staggered as follows:
 1. **October 20th**
 - #02 SE Frank Phillips @ Hwy 75 WB
 - P#001 Adams Blvd @ Margarite Ave EB/LR#001 Adams Blvd @ Margarite Ave EB
 2. **October 23rd**
 - P#006 SE Bison Rd @ E. Adams Blvd. WB/10 SE Bison @ E. Adams Blvd. WB
 3. **October 27th**
 - F#003 Silver Lake Rd @ Hampden Rd NB
 - P#002 Tuxedo Blvd @ Caney River Bridge EB/F#001 Tuxedo Blvd @ Caney River Bridge EB
 4. **October 28th**
 - #08 Silver Lake Rd @ Price Rd NB
 - #03 Hillcrest Dr. @ Caney River NB
 - P#003 Washington Blvd @ Minnesota Dr SB/LR#002 Washington Blvd @ Minnesota Dr SB
 - #04 S. Madison St @ Tuxedo Blvd SB

5. **October 30th**

- P#005 Nowata Rd @ Industrial Blvd WB/LR#004 Nowata Rd @ Industrial Blvd WB
- P#004 Washington Blvd @ Rice Creek Rd NB/LR#003 Washington Blvd @ Rice Creek Rd NB
- #07 Frank Phillips @ Cherokee EB
- #05 SE Adams Blvd @ SE Adams Rd EB

Thank you for your patience,
Josh



Customer Success Manager



flocksafety.com



role_name	name	Service	Days Visited
Admin	Andrew W	All FlockOS	
Admin	Andrew W	Hotlist Page	
Admin	Andrew W	Search Page	
Admin	Andrew W	Sharing Page	
Admin	Andrew W	VMS Page	
Admin	Andrew W	Web App	
Admin	Daniel Elkir	All FlockOS	8
Admin	Daniel Elkir	Hotlist Page	
Admin	Daniel Elkir	Search Page	
Admin	Daniel Elkir	Sharing Page	
Admin	Daniel Elkir	VMS Page	
Admin	Daniel Elkir	Web App	8
Admin	Daniel Mai	All FlockOS	3
Admin	Daniel Mai	Mobile App	
Admin	Daniel Mai	Search Pag	3
Admin	Daniel Mai	Web App	3
Admin	Glenn McC	All FlockOS	8
Admin	Glenn McC	Hotlist Pag	3
Admin	Glenn McC	Mobile App	2
Admin	Glenn McC	Search Pag	4
Admin	Glenn McC	Sharing Page	
Admin	Glenn McC	VMS Page	
Admin	Glenn McC	Web App	5
Admin	Greg Oates	All FlockOS	
Admin	Greg Oates	Hotlist Page	
Admin	Greg Oates	Search Page	
Admin	Greg Oates	Web App	
Admin	Hannah Ha	All FlockOS	5
Admin	Hannah Ha	Hotlist Pag	1
Admin	Hannah Ha	Search Page	
Admin	Hannah Ha	VMS Page	
Admin	Hannah Ha	Web App	5
Admin	Jay Hasting	All FlockOS	
Admin	Jay Hasting	Hotlist Page	
Admin	Jay Hasting	Sharing Page	
Admin	Jay Hasting	Web App	
Admin	Kevin Icklel	All FlockOS	1
Admin	Kevin Icklel	Hotlist Pag	1
Admin	Kevin Icklel	Web App	1
Admin	Keylee Joh	All FlockOS	11
Admin	Keylee Joh	Hotlist Pag	4
Admin	Keylee Joh	Search Page	
Admin	Keylee Joh	Sharing Page	
Admin	Keylee Joh	VMS Page	
Admin	Keylee Joh	Web App	4
Admin	Mike Stoke	All FlockOS	

Admin	Mike Stoke Hotlist Page	
Admin	Mike Stoke VMS Page	
Admin	Mike Stoke Web App	
Admin	Travis Marl All FlockOS	
Admin	Tyler Diedr All FlockOS	
Admin	Tyler Diedr Hotlist Page	
Admin	Tyler Diedr Search Page	
Admin	Tyler Diedr VMS Page	
Admin	Tyler Diedr Web App	
Dispatch	Alison Pittr All FlockOS	2
Dispatch	Alison Pittr Hotlist Page	2
Dispatch	Alison Pittr Web App	2
No Assigne	Chris Neal All FlockOS	
No Assigne	Jakaya Barl All FlockOS	
No Assigne	Jakaya Barl Hotlist Page	
No Assigne	Jakaya Barl Web App	
No Assigne	Joshua Joh All FlockOS	
No Assigne	Joshua Joh Hotlist Page	
No Assigne	Joshua Joh Mobile App	
No Assigne	Joshua Joh Search Page	
No Assigne	Joshua Joh Sharing Page	
No Assigne	Joshua Joh VMS Page	
No Assigne	Joshua Joh Web App	
No Assigne	Sarah Baraj All FlockOS	
No Assigne	Sarah Baraj Web App	
No Assigne	Troy Newe All FlockOS	
No Assigne	Warren Mc All FlockOS	
No Assigne	Warren Mc Hotlist Page	
No Assigne	Warren Mc Search Page	
No Assigne	Warren Mc VMS Page	
No Assigne	Warren Mc Web App	
User	Chad McCa All FlockOS	
User	Chad McCa Hotlist Page	
User	Chad McCa Web App	
User	Gina Kenne All FlockOS	3
User	Gina Kenne Hotlist Page	3
User	Gina Kenne Web App	3
User	Jamie Tenn All FlockOS	
User	Jamie Tenn Search Page	
User	Jamie Tenn Web App	
User	Jasie Merci All FlockOS	10
User	Jasie Merci Hotlist Page	2
User	Jasie Merci Web App	2
User	Jennifer Ha All FlockOS	
User	Jennifer Ha Hotlist Page	
User	Jennifer Ha Web App	
User	Lauren Hol All FlockOS	2

User	Lauren Hol	Hotlist Page	2
User	Lauren Hol	Web App	2
User	Lisa Dunca	All FlockOS	
User	Lisa Dunca	Hotlist Page	
User	Lisa Dunca	Web App	
User	Makinze Pc	All FlockOS	13
User	Makinze Pc	Hotlist Page	11
User	Makinze Pc	Web App	11
User	Rudy Brook	All FlockOS	11
User	Rudy Brook	Hotlist Page	3
User	Rudy Brook	Web App	3
User	Sarah Vigil	All FlockOS	
User	Sarah Vigil	Web App	
User	Tanya Yate	All FlockOS	6
User	Tanya Yate	Hotlist Page	2
User	Tanya Yate	Web App	2

Name	Org Name	Total Netw	Total Devi	Time Fram	License Pl	Reason	Case #	Filters
Keylee Joh	Bartlesville	1	10	09/20/20		SHOTS FIRE	2025-0003	MinivanDo
Keylee Joh	Bartlesville	1	10	09/20/20		SHOTS FIRE	2025-0003	MinivanDo
Keylee Joh	Bartlesville	1	10	09/20/20		SHOTS FIRE	2025-0003	MinivanDo
Keylee Joh	Bartlesville	1	1	09/23/20		HIT AND RL	2025-00038949	
Hannah Ha	Bartlesville	1	10	09/22/20	PVQ495	Vioation of	2025-00038958	
Hannah Ha	Bartlesville	1	10	09/22/20		Vioation of	2025-0003	Pickup
Hannah Ha	Bartlesville	1	10	09/22/20		Vioation of	2025-0003	Sedanblack
Hannah Ha	Bartlesville	1	10	09/22/20		Vioation of	2025-0003	Sedanblack
Daniel Mai	Bartlesville	102	2904	10/12/20	CRN396	2025-00042927		
Daniel Mai	Bartlesville	102	2904	10/11/20	CRN396	2025-00042927		
Glenn McC	Bartlesville	1	10	09/26/20		2025-00039581		SUV
Glenn McC	Bartlesville	1	10	09/25/20	CZ7343	suspect vel	2025-00039393	
Glenn McC	Bartlesville	1	10	09/26/20		2025-0003581		SUVblack
Glenn McC	Bartlesville	1	10	09/26/20		2025-0003581		SUV
Keylee Joh	Bartlesville	1	10	09/25/20	AM60009	STOLEN VE	2025-0003	arizona
Keylee Joh	Bartlesville	1	10	09/19/20	AM60009	STOLEN VE	2025-0003	arizona
Keylee Joh	Bartlesville	1	10	09/12/20	AM60009	STOLEN VE	2025-0003	arizona
Keylee Joh	Bartlesville	1	10	08/27/20	AM60009	STOLEN VE	2025-0003	arizona
Keylee Joh	Bartlesville	1	11	10/20/20	RAX293	STOLEN VE	2025-0004	oklahoma
Keylee Joh	Bartlesville	1	11	10/20/20	RAX293	STOLEN VE	2025-0004	oklahoma
Keylee Joh	Bartlesville	1	11	10/20/20		STOLEN VE	2025-0004	CoupeChev
Daniel Mai	Bartlesville	1	11	10/20/20		2025-0004384		
Keylee Joh	Bartlesville	1	11	10/20/20		STOLEN VE	2025-0004	CoupeChev
Daniel Mai	Bartlesville	1	11	10/18/20	RAX293	2025-0004384		
Daniel Mai	Bartlesville	1	11	10/04/20	RAX293	2025-0004384		
Keylee Joh	Bartlesville	1	11	10/20/20		STOLEN VE	2025-0004	CoupeChev
Keylee Joh	Bartlesville	1	11	10/20/20		STOLEN VE	2025-0004	CoupeChev
Keylee Joh	Bartlesville	1	11	10/20/20		STOLEN VE	2025-0004	Coupesilve
Keylee Joh	Bartlesville	1	11	09/20/20	RAX293	STOLEN VE	2025-0004	oklahoma
Keylee Joh	Bartlesville	1	11	10/19/20	RAX293	STOLEN VE	2025-0004	oklahoma
Keylee Joh	Bartlesville	1	11	10/19/20		STOLEN VE	2025-0004	Coupe, Cor
Glenn McC	Bartlesville	1	10	10/01/20	2P0681	2025-00040534		oklahoma
Glenn McC	Bartlesville	102	2904	10/01/20	2P0681	2025-00040534		oklahoma
Hannah Ha	Bartlesville	1	10	10/07/20	KNN907	Theft/Miss	2025-00041575	
Hannah Ha	Bartlesville	1	10	10/07/20	KNN907	Theft/Miss	2025-00041575	
Daniel Elkir	Bartlesville	107	2906	10/09/20	CL1041	stolen vic	RAM 25-00	oklahoma
Daniel Elkir	Bartlesville	107	2906	09/25/20	CL1041	stolen vic	RAM 25-00	oklahoma
Keylee Joh	Bartlesville	1	10	09/29/20	127BPXW	HIT AND RL	2025-00040168	
Keylee Joh	Bartlesville	1	10	09/28/20	127BPXW	HIT AND RL	2025-00040168	
Keylee Joh	Bartlesville	1	10	09/28/20		HIT AND RL	2025-0004	127BPXW
Keylee Joh	Bartlesville	1	10	09/28/20		HIT AND RL	2025-0004	127BPXW
Keylee Joh	Bartlesville	1	10	09/28/20	127BPXW	HIT AND RL	2025-0004	tennessee
Keylee Joh	Bartlesville	1	10	09/28/20	127BPXW	HIT AND RL	2025-0004	tennessee
Keylee Joh	Bartlesville	1	10	09/22/20	127BPXW	HIT AND RL	2025-0004	tennessee
Daniel Mai	Bartlesville	1	10	10/01/20	2P0681	2025-00040534		
Daniel Mai	Bartlesville	1	10	10/01/20	2P0681	2025-00040534		

Daniel Mai Bartlesville	1	10 09/30/20	2P0681	2025-00040534	
Daniel Mai Bartlesville	1	10 09/30/20	2P0681	2025-00040534	
Daniel Mai Bartlesville	102	2915 10/01/20	2P0681	2025-00040534	
Daniel Mai Bartlesville	102	2915 10/01/20	2P0681	2025-00040534	Trailer
Glenn McC Bartlesville	1	10 09/23/20		2025-00039015	
Glenn McC Bartlesville	1	10 09/24/20		Hit & run s 2025-0003 Honda	
Glenn McC Bartlesville	1	1 09/24/20		Hit & run s 2025-0003 Honda	
Glenn McC Bartlesville	1	1 09/24/20		Hit & run s 2025-0003 Honda	
Glenn McC Bartlesville	1	1 09/24/20		Hit & run s 2025-0003 Honda	
Glenn McC Bartlesville	1	1 09/24/20		Hit & run s 2025-0003 Honda	
Glenn McC Bartlesville	1	10 09/23/20		2025-00039015	SUV
Glenn McC Bartlesville	1	10 09/23/20		2025-00039015	SUV
Glenn McC Bartlesville	1	10 09/23/20		2025-00039015	SUV
Glenn McC Bartlesville	1	10 09/23/20		2025-00039015	SUV
Glenn McC Bartlesville	1	10 09/23/20		2025-00039015	Minivan
Glenn McC Bartlesville	1	10 09/23/20		2025-00039015	

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I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the three months ending September 30, 2025.

Attachments:

Interim Financials for September 30, 2025

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for September 2025; 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 September 30, 2025.



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

For The Three Months Ended September 30, 2025

CITY COUNCIL

Ward 1 - Tim Sherrick

Ward 2 - Larry East

Ward 3 - Jim Curd, Mayor

Ward 4 - Aaron Kirkpatrick

Ward 5 - Trevor Dorsey, Vice Mayor

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Finance Supervisor

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EXPENDITURE BUDGET STATUS

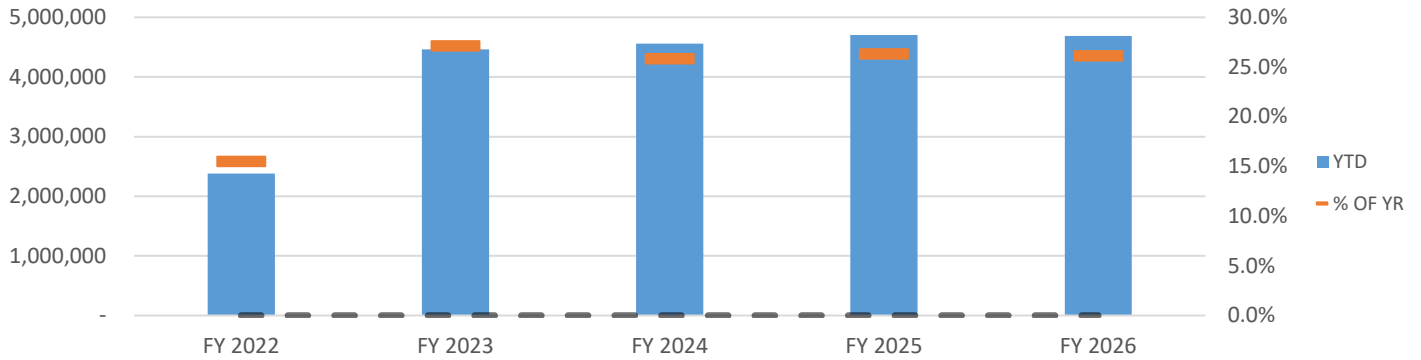
CHANGE IN FUND BALANCE

EXPLANATORY MEMO

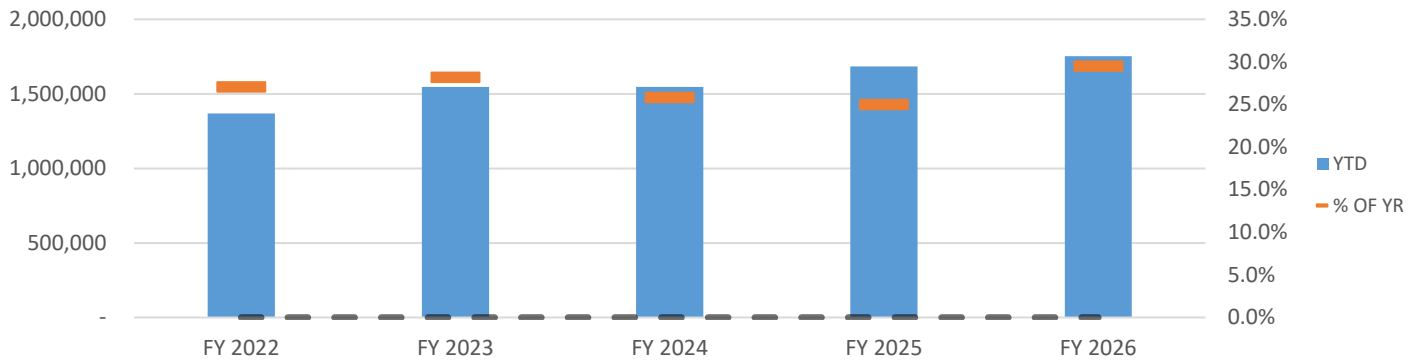
FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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

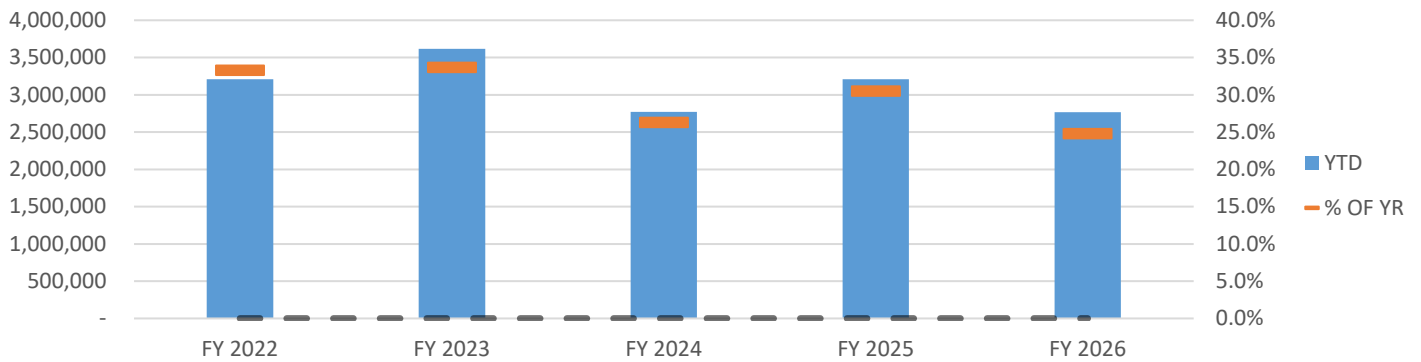
GENERAL FUND SALES TAX



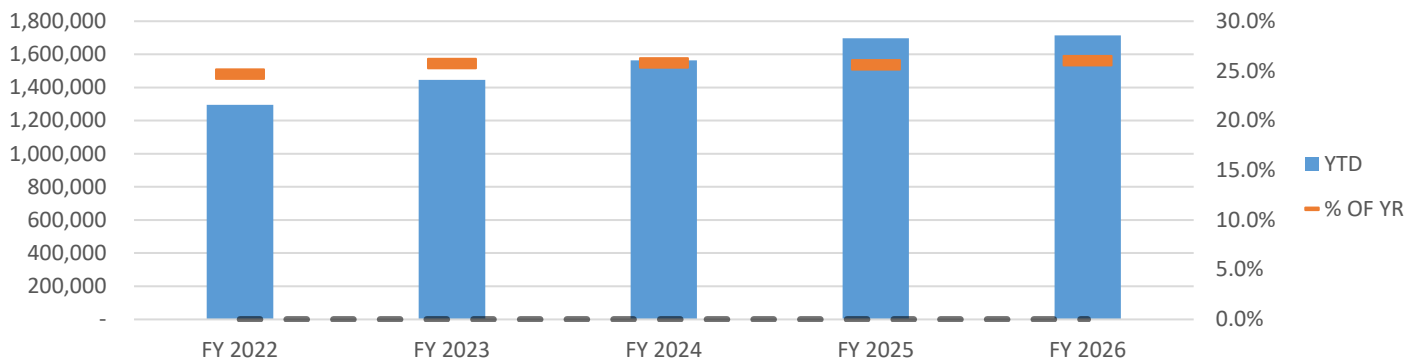
WASTEWATER FEES



WATER FEES



SANITATION FEES



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

25% of Year Lapsed

	2025-26 Fiscal Year						2024-25 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 17,934,728	\$ 4,483,682	\$ 4,688,512	\$ -	\$ 4,688,512	26.1%	\$ 4,703,586	25.9%
Use Tax	4,700,959	1,175,240	1,330,431	-	1,330,431	28.3%	1,167,153	23.3%
Gross Receipt Tax	1,454,200	363,550	359,424	-	359,424	24.7%	366,380	24.4%
Licenses and Permits	258,100	64,525	153,845	-	153,845	59.6%	153,768	65.6%
Intergovernmental	686,200	171,550	146,355	-	146,355	21.3%	140,182	12.1%
Charges for Services	528,613	132,153	158,513	-	158,513	30.0%	152,039	28.8%
Court Costs	133,100	33,275	42,522	-	42,522	31.9%	33,025	21.5%
Police/Traffic Fines	266,300	66,575	74,737	-	74,737	28.1%	63,316	23.1%
Parking Fines	44,600	11,150	7,325	-	7,325	16.4%	12,005	24.4%
Other Fines	55,400	13,850	15,417	-	15,417	27.8%	13,801	23.7%
Investment Income	1,760,000	440,000	550,000	-	550,000	31.3%	528,866	22.0%
Miscellaneous Income	1,107,700	276,925	259,487	-	259,487	23.4%	309,711	24.0%
Transfers In	7,911,123	1,977,781	1,977,783	-	1,977,783	25.0%	1,637,424	25.0%
Total	\$ 36,841,023	\$ 9,210,256	\$ 9,764,351	\$ -	\$ 9,764,351	26.5%	\$ 9,281,256	24.8%
Expenditures:								
General Government	\$ 10,911,051	\$ 2,727,763	\$ 2,617,964	\$ 399,574	\$ 3,017,537	27.7%	\$ 2,288,189	22.1%
Public Safety	19,874,970	4,968,743	4,566,211	266,660	4,832,871	24.3%	4,597,168	24.9%
Street	2,210,872	552,718	459,219	21,922	481,141	21.8%	469,506	22.5%
Culture and Recreation	3,927,421	981,855	848,634	63,715	912,349	23.2%	919,629	25.9%
Transfers Out	3,901,595	975,399	975,398	-	975,398	25.0%	1,196,898	25.0%
Reserves	1,288,490	322,123	-	-	-	0.0%	-	N.A.
Total	\$ 42,114,399	\$ 10,528,601	\$ 9,467,425	\$ 751,871	\$ 10,219,296	24.3%	\$ 9,471,390	24.2%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 6,869,826					
Net Revenue (Expense)			296,926					
Ending Fund Balance			\$ 7,166,752					

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

25% of Year Lapsed

	2025-26 Fiscal Year						2024-25 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 5,940,336	\$ 1,485,084	\$ 1,752,126	\$ -	\$ 1,752,126	29.5%	\$ 1,684,656	25.8%
Investment Income	202,166	50,542	-	-	-	0.0%	-	0.0%
Debt Proceeds	83,000,000	20,750,000	-	-	-	0.0%	-	N.A.
Miscellaneous	100,400	25,100	225	-	225	0.2%	3,146	2.9%
Total	\$ 89,242,902	\$ 22,310,726	\$ 1,752,351	\$ -	\$ 1,752,351	2.0%	\$ 1,687,802	24.6%
Expenditures:								
Wastewater Plant	\$ 3,097,300	\$ 774,325	\$ 786,285	\$ 2,271,869	\$ 3,058,154	98.7%	\$ 3,042,006	97.7%
Wastewater Maint	1,052,317	263,079	196,425	2,958	199,383	18.9%	216,685	24.0%
BMA Expenses	2,000,000	500,000	-	-	-	0.0%	-	N.A.
Transfers Out	2,015,278	503,820	503,818	-	503,818	25.0%	459,057	25.0%
Reserves	96,602	24,151	-	-	-	0.0%	-	N.A.
Total	\$ 8,261,497	\$ 2,065,375	\$ 1,486,528	\$ 2,274,827	\$ 3,761,355	45.5%	\$ 3,717,748	63.5%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,751,267					
Net Revenue (Expense)			265,823					
Ending Fund Balance			\$ 3,017,090					

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

25% of Year Lapsed

	2025-26 Fiscal Year						2024-25 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,755,739	\$ 2,938,935	\$ 2,917,608	\$ -	\$ 2,917,608	24.8%	\$ 3,348,542	30.6%
Investment Income	274,059	68,515	-	-	-	0.0%	-	0.0%
Debt Proceeds	8,000,000	2,000,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	-	-	-	N.A.	4,042	45.6%
Total	\$ 20,029,798	\$ 5,007,450	\$ 2,917,608	\$ -	\$ 2,917,608	14.6%	\$ 3,352,584	30.1%
Expenditures:								
Water Plant	\$ 5,166,544	\$ 1,291,636	\$ 955,610	\$ 99,836	\$ 1,055,446	20.4%	\$ 1,113,616	28.4%
Water Administration	464,959	116,240	107,452	33,770	141,222	30.4%	138,268	28.8%
Water Distribution	2,470,881	617,720	530,957	41,110	572,067	23.2%	503,852	23.6%
BMA Expenses	11,184,392	2,796,098	178,769	-	178,769	1.6%	1,188,197	34.5%
Transfers Out	3,184,211	796,053	796,061	-	796,061	25.0%	719,697	25.0%
Reserves	253,961	63,490	-	-	-	0.0%	-	N.A.
Total	\$ 22,724,948	\$ 5,681,237	\$ 2,568,849	\$ 174,716	\$ 2,743,565	12.1%	\$ 3,663,630	28.5%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 6,293,695					
Net Revenue (Expense)			348,759					
Ending Fund Balance			\$ 6,642,454					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

25% of Year Lapsed

	2025-26 Fiscal Year						2024-25 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 6,581,948	\$ 1,645,487	\$ 1,713,837	\$ -	\$ 1,713,837	26.0%	\$ 1,666,839	24.6%
Investment Income	2,000	500	-	-	-	0.0%	-	0.0%
Miscellaneous	131,278	45,669	12,314	-	12,314	9.4%	38,548	99.7%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	\$ 6,715,226	\$ 1,691,656	\$ 1,726,151	\$ -	\$ 1,726,151	25.7%	\$ 1,705,387	25.0%
Expenditures:								
Sanitation	\$ 3,965,404	\$ 991,351	\$ 981,017	\$ 231,375	\$ 1,212,392	30.6%	\$ 978,802	26.2%
Transfers Out	2,866,594	716,649	716,647	-	716,647	25.0%	671,080	25.0%
Reserves	148,414	37,104	-	-	-	0.0%	-	N.A.
Total	\$ 6,980,412	\$ 1,745,104	\$ 1,697,664	\$ 231,375	\$ 1,929,039	27.6%	\$ 1,649,882	25.7%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 482,222					
Net Revenue (Expense)			28,487					
Ending Fund Balance			\$ 510,709					

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

25% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	2,105,695	484,173	23%
E-911 Fund	1,231,050	286,188	23%
Special Library Fund	94,386	288,520	306%
Special Museum Fund	10,726	522	5%
Municipal Airport Fund	5,548,464	265,588	5%
Harshfield Library Donation Fund	29,318	-	0%
Restricted Revenue Fund	-	59,837	N/A
Golf Course Memorial Fund	2,875	300	10%
CDBG-COVID	485,000	-	0%
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	14,410	N/A
Opioid Settlement Fund	-	-	N/A
Neighborhood Park Fund	4,133	-	0%
Cemetery Care Fund	2,601	434	17%
Debt Service Fund	4,893,260	82,956	2%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,839,586	890,631	23%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	9,394	14,800	158%
Wastewater Regulatory Capital Fund	36,556	-	0%
City Hall Capital Improvement Fund	62,203	47,880	77%
Storm Drainage Capital Improvement Fund	3,914	6,069	155%
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	1,445,903	423,352	29%
Sooner Pool Operating Fund	90,835	22,030	24%
Frontier Pool Operating Fund	88,930	21,082	24%
Municipal Airport Operating	658,487	151,860	23%
Internal Service Funds:			
Worker's Compensation Fund	108,791	27,544	25%
Health Insurance Fund	6,371,415	2,038,383	32%
Auto Collision Insurance Fund	75,000	27,163	36%
Stabilization Reserve Fund	1,220,675	305,159	25%
Capital Improvement Reserve Fund	8,304,151	2,865,646	35%
Mausoleum Trust Fund	559	-	0%

ALL OTHER FUNDS
Expenditure Budget Report - Budget Basis

25% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	5,337,203	1,135,000	21%
E-911 Fund	1,694,229	395,607	23%
Special Library Fund	194,000	39,375	20%
Special Museum Fund	25,600	2,754	11%
Municipal Airport Fund	5,548,464	503,098	9%
Harshfield Library Donation Fund	483,825	7,460	2%
Restricted Revenue Fund	283,449	19,067	7%
Golf Course Memorial Fund	44,984	22,709	50%
CDBG-COVID	485,000	-	0%
ARPA	1,232,952	308,238	25%
Justice Assistance Grant Fund	-	-	N/A
Opioid Settlement Fund	244,818	-	0%
Neighborhood Park Fund	73,643	-	0%
Cemetery Care Fund	18,398	-	0%
Debt Service Fund	4,895,060	-	0%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	7,952,707	1,486,414	19%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	140,148	-	0%
Wastewater Regulatory Capital Fund	376,393	156,882	42%
City Hall Capital Improvement Fund	308,106	-	0%
Storm Drainage Capital Improvement Fund	70,379	-	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	-	-	N/A
2019B G.O. Bond Fund	322,278	-	0%
2021A G.O. Bond Fund	13,683	-	0%
2022 G.O. Bond Fund	476,133	180,697	38%
2023 G.O. Bond Fund	4,163,794	988,200	24%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,456,327	335,585	23%
Sooner Pool Operating Fund	84,898	30,141	36%
Frontier Pool Operating Fund	106,024	30,989	29%
Municipal Airport Operating	826,621	205,392	25%
Internal Service Funds:			
Worker's Compensation Fund	430,000	55,937	13%
Health Insurance Fund	6,371,415	2,019,858	32%
Auto Collision Insurance Fund	446,559	6,803	2%
Stabilization Reserve Fund	15,997,043	-	0%
Capital Improvement Reserve Fund	15,818,560	2,219,113	14%
Mausoleum Trust Fund	9,968	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

25% of Year Lapsed

	Beginning of Year	Change	Current
Special Revenue Funds:			
Economic Development Fund	2,603,212	105,840	2,709,052
E-911 Fund	367,641	(92,747)	274,894
Special Library Fund	407,134	262,097	669,231
Special Museum Fund	160,522	(2,232)	158,290
Municipal Airport Fund	147	(147)	-
Harshfield Library Donation Fund	450,528	(936)	449,592
Restricted Revenue Fund	203,720	40,564	244,284
Golf Course Memorial Fund	31,201	(21,660)	9,541
CDBG-COVID	-	-	-
ARPA	1,232,952	(308,238)	924,714
Justice Assistance Grant Fund	14,804	14,410	29,214
Opioid Settlement Fund	334,814	-	334,814
Neighborhood Park Fund	68,967	-	68,967
Cemetery Care Fund	12,627	434	13,061
Debt Service Fund	3,618,325	82,956	3,701,281
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,971,906	(1,234,663)	5,737,243
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	169,391	14,800	184,191
Wastewater Regulatory Capital Fund	402,311	(215,538)	186,774
City Hall Capital Improvement Fund	244,131	47,880	292,011
Storm Drainage Capital Improvement Fund	66,269	6,069	72,338
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	867	-	867
2019B G.O. Bond Fund	333,952	-	333,952
2021A G.O. Bond Fund	23,188	-	23,188
2022A G.O. Bond Fund	844,885	(407,130)	437,755
2023 G.O. Bond Fund	4,624,341	(400,849)	4,223,492
Proprietary Funds:			
Adams Golf Course Operating Fund	165,922	66,752	232,674
Sooner Pool Operating Fund	40,725	(11,901)	28,824
Frontier Pool Operating Fund	75,044	(14,167)	60,877
Municipal Airport Operating	315,126	(25,523)	289,603
Internal Service Funds:			
Worker's Compensation Fund	313,401	(20,788)	292,613
Health Insurance Fund	107,844	68,493	176,337
Auto Collision Insurance Fund	526,546	15,838	542,384
Stabilization Reserve Fund	14,776,368	305,159	15,081,527
Capital Improvement Reserve Fund	25,289,727	1,205,485	26,495,212
Mausoleum Trust Fund	9,335	-	9,335



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

Receive a presentation on the July 2025 boil order incident for the Bartlesville public water system.

Attachments:

Oklahoma Department of Environmental Quality Level 2 Assessment

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

On Saturday, July 12, 2025, the Oklahoma Department of Environmental Quality (ODEQ) placed the City of Bartlesville and all connected water customers under a boil order following the detection of E. coli at one of the City's 80 routine monitoring sites.

Following immediate actions and additional water sampling, the ODEQ lifted the boil order on Sunday, July 13, 2025, after testing confirmed that all follow-up samples showed no bacterial activity.

As required by regulation, the ODEQ conducted a Level 2 Assessment to investigate the City's treatment and distribution systems for any potential deficiencies that could have contributed to the E. coli detection. The assessment found no deficiencies and is attached for your review.

City staff will provide a presentation outlining:

- The sequence of events leading to the initial E. coli detection.
- Actions taken during the boil order.
- Likely cause of the positive E. coli detection and staff assessment of the incident.
- Preventive measures currently being implemented.

III. BUDGET IMPACT

None

IV. RECOMMENDED ACTION

Staff recommends receipt of the presentation.

September 16, 2025

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Terry Lauritsen, Director of Utilities
City of Bartlesville
401 S. Johnstone
Bartlesville, OK 74003

Re: Revised Total Coliform Rule Level 2 Assessment Follow-up
PWSID No. OK1021401

Dear Mr. Lauritsen,

On July 15, 2025, representatives from the Oklahoma Department of Environmental Quality (DEQ) performed a Level 2 Assessment of the City of Bartlesville's (City) public water supply (PWS) system. This assessment was performed in accordance with the Revised Total Coliform Rule (RTCR), following the collection of a confirmed *E. coli* positive RTCR sample from sample site TC055. Representing DEQ during the assessment were Siobhan Gibbons, Environmental Programs Manager, Kay Coffey, P.E., Engineering Manager, Thomas Nguyen, District Representative, Jacob Slavick, District Representative, and Jeremy McKinney, Environmental Programs Specialist. Representing the City were Terry Lauritsen, Utility Superintendent, Neil Evans, Plant Superintendent, and Brandon Cleveland, Assistant Plant Superintendent.

Distribution System Disinfectant Residual Assessment

Ms. Gibbons, Mr. Nguyen, and Mr. McKinney, with the assistance of Mr. Cleveland, evaluated the area of the distribution system from which the *E. coli* positive sample was collected. Four sites were evaluated during the assessment, and at each site, samples were taken and measured for monochloramine, free ammonia, total chlorine residual, nitrite, temperature, and pH. The sites evaluated during the assessment, in order of increasing distance from the treatment plant, were: the sample tap outside of the Radar No. 1 Booster Pump Station, located adjacent to State Highway 60; sample site TC078, located at 1800 SW Santa Fe Ave; sample site TC055, located at 2099 SE Dewey Ave; and a dead-end hydrant, located downstream of sample site TC055 at the intersection of S Osage Ave and E 23rd Rd. The measurements collected during the assessment are organized in the table below.

Sample Location	Point of Entry	Radar No. 1 Booster Pump Station	TC078	TC055	Dead-end Hydrant
Monochloramine (mg/L)	-	-	0.17	0.88	0.41
Free Ammonia (mg/L)	-	0.13	0.00	0.04	0.03
Total Chlorine (mg/L)	3.8	3.10	0.30	1.00	0.40
Nitrite (mg/L)	-	0.07	0.02	0.17	0.07
Temperature (°C)	-	31.0	31.0	30.0	30.8
pH	-	8.4	9.0	8.2	8.0

Locations are organized in order of increasing distance from the treatment plant.

Each of the sample location taps was flushed for 5 minutes before water samples were collected. The measurements for monochloramine, free ammonia, and nitrite were made using a Hach DR900. The total chlorine residual measurement was made using a Hach DR300, and the measurements for temperature and pH were made using a Hach Pocket Pro. Sampling methods were conducted according to their respective manuals at the appropriate ranges.

- Total chlorine residuals at TC078, TC055, and at the dead-end hydrant were all significantly lower than at the Point of Entry and at Radar No. 1 Booster Pump Station, indicating that there may be one or several factors contributing to chlorine residual decay.
- Free ammonia at TC078, TC055, and at the dead-end hydrant were all significantly lower than at the Radar No. 1 Booster Pump Station, indicating that there may be biofilm activity.
- It was reported that the distribution line material between the TC078, TC055, and the dead-end hydrant was ductile iron. Iron lines can cause increased chlorine demand and thus lower chlorine residuals both directly, through the corrosion of pipe materials, and indirectly, by providing a hospitable environment and food for biofilm growth.

The following are additional observations made during and after the assessment which may explain the possible cause of the *E. coli* positive sample:

- TC078 and TC055 were model Eclipse 88, freeze-resistant sampling stations. This model includes a 1/4" water evacuation line that runs parallel to the 3/4" main sample line and both lines should come equipped with caps to prevent contamination; however, during the assessment, the caps were missing from all observed 3/4" main lines.
 - On July 28, 2025, Mr. Lauritsen informed DEQ that the sample station at TC055 was excavated and disassembled. Debris was found in the main sample line.
- The City currently flushes dead-ends at least every ninety (90) days to satisfy OAC 252:631-3-16 requirements. However, some areas of the distribution system experience higher water age than other areas. A map and study prepared in 2009 and supplied by Bartlesville indicate that

the water age at TC055 is estimated to be in the range of 48 hours, and the maximum water age in the system is estimated to be 72 hours.

- In order to determine areas of the system that might require additional flushing, the City will begin to include additional field testing to determine nitrate and nitrite level. High levels of nitrate and nitrite can indicate decay of chloramines and decrease of chlorine residual. Implementation of increased flushing in problem areas will help the City ensure adequate chlorine residual throughout the distribution system.
- The City also plans to formalize written free chlorine conversion policies and procedures. Free chlorine conversions are currently conducted on an informal basis in relation to consumption trends, low chlorine residuals, and HPC counts over 500. Formalization of exact triggers for a conversion event into a written policy will ensure proactive mitigation measures by the City to protect human health.
- It was also noted that fiber optic cabling installation was happening around the *E. coli* positive site. While it was not determined to be the direct cause in this case, digging equipment had the potential to introduce contaminants into the area around the sample tap or could have damaged local water lines.

Water Treatment Plant and Source Water

Ms. Coffey and Mr. Slavick performed an inspection of the water treatment plant (WTP), assisted by Mr. Evans. The City serves approximately 40,000 people to include nine (9) full-time wholesale connections. The WTP is supplied raw water from Lake Hudson by a fixed intake structure which gravity feeds to the WTP and raw water from Caney River by a fixed intake structure from which water can be pumped to the WTP. The WTP is equipped with two (2) parallel Actiflo treatment trains. The WTP is also equipped with six (6) filters and two (2) clearwells. Three (3) filters deliver water to one of the clearwells, and the other three filters deliver water to the other clearwell. Free chlorine is fed to each clearwell to achieve primary disinfection in those units. There are also two (2) parallel wastewater and residuals trains.

Potassium permanganate is used at the Hudson Lake intake and powdered activated carbon at the Caney River intake. Polyaluminum hydroxychloride, Clarifloc A-3310 Polymer (Polydyne), and aluminum chlorhydrate (ACH) are used for clarification and to aid in filtration. Chlorine gas is used in solution at the clearwells for primary disinfection. Downstream from the clearwells, sodium hydroxide is used for pH adjustment, hydrofluosilicic acid for dental care, polyphosphate for both corrosion control and metal sequestration, and liquid ammonia for chloramine formation. The secondary disinfectant in the City's distribution system is chloramines.

The following observations were made during and after the inspection of the WTP, but were not expected to be the main cause of the *E. coli* positive sample:

- One of the two Actiflo treatment trains was out of service and dewatered, due to the coagulation mixer being removed for repair. The City noted that each treatment train can treat 20 MGD which meets the maximum daily demand of 10 MGD. While the loss of one treatment train was not cited as a factor contributing to the positive *E. coli* sample, the plant did not have redundancy for clarification at the time of the inspection.
- The liquid ammonia, blended phosphate, fluoride and caustic are added at injection points located about one foot apart. Mr. Evans plans to provide more separation between feed points in the future.

- Prolonged rain events that occurred a few days prior led to a noticeable increase in raw water turbidity values. Data provided for July 2-16, 2025, show that combined filter effluent (CFE) turbidity ranged from 0.03 – 0.07 NTU and complied with turbidity CFE requirements. Individual filter effluent (IFE) turbidity ranged from 0.01 – 0.4 NTU with one exception. On July 6, filter #3 IFE was 0.15 NTU at 21:30, 0.57 NTU at 21:45, and 0.34 NTU at 22:00. The previous IFE value recorded for filter #3 was 0.14 NTU at 11:15, and there were no other IFE values recorded for filter #3 after July 6, 22:00 and through July 16. The single reading of 0.57 NTU for filter #3 did not trigger a requirement for a follow up action.
- Contact time (CT) calculations provided for July 1 – 17, 2025, indicated that the minimum log-inactivation requirements for disinfection of 0.5 log for *Giardia*, and 2.0 log for viruses were met and exceeded in the two clearwells.
- Bartlesville provided data related to POE disinfection that included: total chlorine, monochloramine, free ammonia (NH₃-N), pH, and temperature. The data provided for total chlorine indicated that the concentration of total chlorine exceeded the minimum residual required of 2.0 ppm. Monochloramine and free ammonia concentrations and pH and temperature measurements did not indicate any unusual values of concern.

If you have questions about the findings of this report or the recommendations presented, feel free to contact Mr. Slavick, District Representative, at the letterhead address or at (405) 702-8295. Thank you for your time and attention to this matter.

Sincerely,

Siobhan E. Gibbons

Siobhan E. Gibbons
Engineering and Enforcement Section Manager
Water Quality Division

Information for Item 9 will be provided at the meeting.