



**REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL**

**Monday, December 2, 2024  
5:30 p.m.**

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

**City Attorney, Jess Kane  
918-338-4282**

## **AGENDA**

- 1. Call to order the business meeting of the Bartlesville City Council by City Attorney, Jess Kane.**
- 2. Oath of Office administered by Mr. Kane to Mr. Tim Sherrick, Ward 1, Mr. Larry East, Ward 2, Mr. Jim Curd, Jr., Ward 3, Mr. Aaron Kirkpatrick, Ward 4, and Mr. Trevor Dorsey, Ward 5.**
- 3. Roll Call and Establishment of a Quorum.**
- 4. The Invocation will be provided by Pastor Jason Elmore, Friday Nite Church and President of the Bartlesville Ministerial Association.**
- 5. Citizens to be heard.**
- 6. Discuss and take action on the election of Mayor.**
- 7. Discuss and take action on the election of Vice Mayor.**
- 8. City Council Announcements and Proclamations.**
  - Presentation of Meritorious Award to Randal Florence in recognition of his exceptional courage and selflessness to ensure the safety and protection of others.
- 9. Authorities, Boards, Commissions and Committee Openings**
  - One opening on the Ambulance Commission
  - One opening on the Bartlesville Library Board
  - One opening on the Bartlesville Museum Trust Authority
  - One opening on the Bartlesville Water Resources Committee (Ward 4 Representative)
- 10. Consent Docket**
  - a. Approval of Minutes
    - i. The Regular Meeting Minutes of November 4, 2024.
  - b. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's, and Proposals.
    - i. T-Hangar Aircraft Storage Agreement between BMI Aviation and the City of Bartlesville/Bartlesville Municipal Airport.

- ii. Agreement for the Multi-Clean Professional Janitorial Services.
  - c. Receipt of Bartlesville NEXT Progress Report
    - i. Bartlesville NEXT Progress Report – November 2024
- 11. **Discuss and take possible action to review and reaffirm Resolution No. 3661 Establishing a Format and Rules of Order for the Conduct of City Council Meetings. Presented by the Mayor.**
- 12. **Discuss and take possible action to review and reaffirm Resolution No. 3226 Current Code of Ethics Policy. Presented by the Mayor.**
- 13. **Discuss and take possible action regarding City Council liaisons to Authorities, Boards, Commissions and Committees. Presented by the Mayor.**
- 14. **New Business**
- 15. **City Manager and Staff Reports.**
- 16. **City Council Comments and Inquiries.**
- 17. **Adjournment.**

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Wednesday, November 27, 2024.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

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

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

Sparklight: Channel 56

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

# Oath of Office

State of Oklahoma, Washington County, ss:

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States, and the Constitution of the State of Oklahoma, and will discharge the duties of my office with fidelity; that I have not paid, or contributed, either, directly or indirectly, any money or other valuable thing, to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law: that I have not, knowingly, violated any election law of the State, or procured it to be done by others in my behalf: that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law, and I further swear (or affirm) that I will not receive, use or travel upon any free pass or on free transportation during my term of office.

\_\_\_\_\_  
Signature

# Loyalty Oath

I, do solemnly swear (or affirm) that I will support the Constitution and the laws of the United States of America and the Constitution and the laws of the State of Oklahoma, and that I will faithfully discharge, according to the best of my ability, the duties of my office or employment during such time as I am City Council Member, Ward \_\_\_ of the City of Bartlesville, Oklahoma.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this 2nd day of December, 2024.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
My Commission Number



**I. Presentation of the Meritorious Award to Randal Florence.**

On November 15, 2024, at approximately 10:30 a.m., the Bartlesville Police Department responded to reports of a dog attack in the 500 block of East 12th Street. Upon arrival, officers discovered that multiple individuals had been attacked by a pack of dogs. One of the individuals attacked, was Randal Florence.

Mr. Florence, was in his yard when he heard screams coming from further down the block. Responding to the commotion, he observed several dogs attacking a female resident. Without hesitation, Mr. Florence intervened, attempting to drive the dogs away by kicking at them. During his efforts to protect the victim, the dogs turned their aggression toward him.

As a result of the attack, Mr. Florence sustained severe injuries that required surgical intervention. His selfless and courageous actions that day undoubtedly prevented further harm and potentially saved a life. It is evident that his bravery and quick response played a critical role in mitigating what could have been a far more tragic outcome.

In recognition of his heroism and willingness to act in the face of danger, Mr. Randal Florence is being awarded the Meritorious Award. His actions exemplify extraordinary valor and a commitment to the safety and well-being of others

**II. RECOMMENDED ACTION**

To present the Meritorious Award to Randal Florence in recognition of his exceptional courage and selflessness. Through his swift and brave actions, he willingly placed himself in harm's way to ensure the safety and protection of others. His heroism exemplifies the highest standards of service and dedication, making him truly deserving of this distinguished accolade.



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

**Monday, November 4, 2024  
5:30 p.m.**

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

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

**MINUTES**

(The Notice of Meeting was posted December 15, 2023 and the Agenda was posted October 31, 2024 at 5:30 p.m.)

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

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Laura Sanders, Assistant City Manager; Micah Siemers, Director of Engineering; Kelli Williams, Chief Communications Officer; Kiley Roberson, Library and Museum Director; Fire Chief H.C. Call; Police Chief Kevin Ickleberry; Deputy Police Chief Andrew Ward, Greg Collins, Special Projects Manager; Alicia Shelton, Internal Finance Supervisor; Tammy Hudgins, External Finance Supervisor; Steve Roper, Engineer; and Elaine Banes, Executive Assistant.

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

Larry Murray, Chairman of the Washington County GOP, read a WC GOP Resolution that requests the approval of the comprehensive plan be tabled until it can be further reviewed by citizens. He asked that the resolution be included in the minutes and to be read again at the next meeting.

Sarah Burnett, WC GOP, stating her opposition to the Endeavor 2025 Comprehensive Plan, presenting specific concerns, and presented a 78 signature petition from the WC GOP members requesting that the comprehensive plan be tabled until it can be further reviewed by citizens.

Eddie Collins, resident and member of the WC GOP, spoke against Flock Cameras being installed and used in Bartlesville. He read a WC GOP resolution entitled, "Against the Use of Surveillance Cameras". He asked that the resolution be included as a matter of record and to be read again at the next City Council meeting.

Raymond Crow addressed his request for an easement closing referring to Item 10. He pointed out that other residents in his neighborhood had a similar situation and the closing of their easements had been approved. He asked the City Council to approve his request as well.

Homer Heffington provided his concerns about the Endeavor 2045 Comprehensive Plan citing specific issues. He also provided a word of caution to attending journalists regarding statements

made by the City Manager regarding the drag queen event that was more cautionary than the article implied.

Larry East requested that he would like to see the approval of the comprehensive plan be tabled to allow further review from citizens.

#### **5. City Council Announcements and Proclamations.**

- Veterans and Military Families Month-November 2024 presented by Councilman Dorsey,
- Homeless Awareness Month – November 2024 presented by Councilman Schipper.
- Community Foundation Week – November 12-18, 2024 presented by Councilman Schipper.
- Small Business Saturday – November 30, 2024 presented by Vice Mayor Curd.
- Lung Cancer Awareness Month – November 2024 presented by Mayor Copeland.

#### **6. Authorities, Boards, Commissions and Committee Openings**

- One opening on the Ambulance Commission
- One opening on the Bartlesville Library Board
- One opening on the Bartlesville Museum Trust Authority
- One opening on the Bartlesville Water Resources Committee (Ward 4 Representative)

Mayor Copeland read the openings and encouraged citizens to volunteer on City Committees. Applications can be found at [www.cityofbartlesville.org](http://www.cityofbartlesville.org) or at City Hall in the City Manager's Office.

#### **7. Consent Docket**

##### **a. Approval of Minutes**

- i. The Regular Meeting Minutes of October 7, 2024.
- ii. The Special Workshop Meeting Minutes of the Bartlesville City Council and the City Planning Commission of October 14, 2024.

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

- i. Appointment of Ms. LeAnne DeLapp to a three year term on the White Rose Cemetery Board at the recommendation of Mayor Copeland.

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

- i. Emergency Facilities and Land Use Agreement between BIA, Eastern Oklahoma Regional Office, Branch Forestry and the City of Bartlesville/Municipal Airport for use of space at the airport to run aerial fire-fighting operations.
- ii. Letter of Agreement with BKL for engineering design of the Downtown Landscaping Phase 3 Project.
- iii. Contract between the Bartlesville Community Foundation and the City of Bartlesville/Bartlesville Public Library Literacy Services for the Washington County Healthy Living Fund Grant.
- iv. Contract between the Oklahoma Department of Libraries and the City of Bartlesville/Bartlesville Public Library Literacy Services for health and wellness programs.
- v. Change Order No. 1 from Brent Bell Construction, LLC for the Bond Park Improvements Project.

##### **d. Approval of Resolutions**

- i. Amending the Budget for FY 2024-2025 appropriating unanticipated revenue in the 208 fund of the Library (421) Department for the use of health education programming.

##### **e. Receipt of Annual Report**

- i. The Annual Report for FY 2023-2024 Chickasaw Wastewater Treatment Plant.

##### **f. Receipt of Bartlesville NEXT Progress Report**

- i. Bartlesville NEXT Progress Report – October 2024.

**g. Receipt of Financials**

- i. Interim Financials for three months ending September 30, 2024.

Mayor Copeland read the consent docket in its entirety. Vice Mayor Curd removed Item 7.c.ii. removed for further discussion.

Mr. Dorsey moved to approve the consent docket with the exception of Item 7.c.ii., seconded by Mr. Schipper.

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

- Item 7.c.ii. Letter of Agreement with BKL for engineering design of the Downtown Landscaping Phase 3 Project.

Vice Mayor Curd provided information from the staff report describing the project. A brief discussion was held with Mr. Siemers, with Vice Mayor Curd inquiring about the Osage Street landscaping. Mr. Bailey said that the Osage portion was not in the original scope but was discussed as an alternate. Mr. Siemers stated that he could look into including Osage Street, but the plan was for it to be addressed later. Additional discussion covered both phases, electrical work, eliminating some of the landscaping beds on each block with trees that are more acceptable in the downtown area.

Vice Mayor Curd moved to approve Item 7.c.ii. as presented, seconded by Mr. Dorsey.

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

**8. Presentation on the results of the Wastewater Treatment Plant Expansion pilot study for Indirect Potable Reuse. Presented by Terry Lauritsen, P.E., Director of Water Utilities.**

Mr. Lauritsen introduced the presentation reporting that one of the planned improvements in the Wastewater Treatment Plant expansion project includes additional treatment for up to 4.1 million gallons of water per day for Indirect Potable Reuse (IPR) to help augment the Caney River during Times of severe drought. IPR is a water recycling method that incorporates an environmental buffer before the water is treated at the water treatment plant and utilized as potable water. The City's proposed IPR will discharge treated water seven river miles upstream of the raw water intake structure located at Johnstone Park. Mr. Lauritsen provided the drivers of the project such as the DEQ Consent Order to achieve compliance; the plant expansion plans that will accommodate the required lift stations; the concept study began in 2015 that was predicated by change in the law for nonconventional use of waste water; and how the City worked with ODEQ and was able to get the concept and model approved. Using a Federal grant from Bureau of Reclamation provided funding assisting with the affluent pump station buildout.

Mr. Sundaramoorthy, Engineer, S2 Engineering PLLC, reported that a IPR Pilot Study is required by the Oklahoma Department of Environmental Quality (ODEQ) regulations to demonstrate compliance with IPR Regulations, water quality standards, and provide filtration with Chemical Addition unless demonstrated otherwise through the pilot study. The Pilot Study Work Plan was approved by ODEQ in December 2023, the pilot study was conducted February through June 2024, and the Pilot Study report was submitted to ODEQ in October 2024. He provided information about the equipment and process with a PowerPoint. He reviewed the IPR Pilot Study findings reporting it was found that chemical addition is not necessary for tertiary filters; how the dual GAC post-filter contactors act as



effective barriers to CECs (Constituents of Emerging Concern) and pollutants; and he covered the sampling results of which all were positive. Mr. Sundaramoorthy reported that next steps are: 2025 Detailed Design Phase, and 2026-2030 Construction Phase.

Discussion covered regulations and the lack thereof in Oklahoma for this type of system; how the process actually improves the quality of the river water; the water reuse system would be for emergency water supply only (water supply less than 50%); cost of using the reuse system is high; approximately \$15 million has been invested to-date; the reuse system is less expensive than a pipeline to another water source; the reuse system provides Bartlesville with an emergency supply and a grant was available and used; and how this process is not new and is used in the western US States and is considered viable and safe. Further discussion covered how it took nine years due to the legal process and DEQ to approve and test; and that getting regulations passed by legislature and the Corp of Engineers take time - for example, the many years involved for obtaining reduced water pricing for Copan Lake. The late Senator Inhofe was instrumental in assisting with lowering water pricing after many years of meetings and negotiating with the Corp. Vice Mayor Curd stated how he was in favor of the reuse system for emergency use, due to knowing how long it will take, from previous experience, to obtain and establish an additional water source.

**9. Presentation on the results of the Lead Service Line Inventory. Presented by Terry Lauritsen, P.E., Director of Water Utilities.**

Mr. Lauritsen reported that on January 15, 2021, the EPA issued revisions to the Lead and Copper Rule (LC) requiring every water utility in the United States to inventory every water service line connected to the distribution system, both on the public (City) and customer side of the water by October 16, 2024. The rule also requires an annual update of the inventory, development of strategies to identify unknown services lines as well as public outreach and education. Mr. Lauritsen provided the Lead and Copper Rule History beginning in 1986 which requires a complete inventory of every customer's water line. There is a 2024 proposed rule which may be adopted in 2025 that may reduce some of the requirements. He noted that the City of Bartlesville has utilized a corrosion control treatment since the early 1990's, and that results from testing have never exceeded the action levels for lead or copper, even compared to the proposed 2024 rule. If a lead or galvanized service line is discovered on either the public or customer portion of the water service line, the City must notify the property owner of this finding and any available financing programs to replace this service line. At this time, there is no state or federal program/financing available. If the water service line material on either the City's or customer side of the meter cannot be confirmed, the City must notify the property owner that the service line material is unknown but may be lead.

Mr. Lauritsen continued reporting that the City completed the record review/initial inventory. Of the 16,412 service line connections, 2,338 were confirmed to be non-lead or galvanized. One was confirmed as galvanized requiring replacement on the customer's side of the meter, and 14,073 could not be determined from a record review, which is classified as unknown. In accordance with the EPA's rule the City will provide a notification to the properties that have either a galvanized or unknown service line. The results will be published on-line through the City's GIS website. In addition to the notification, the City will send out a questionnaire to the unknown service lines to aid in the determination of the material for these service lines which will go out next week. The letters may cause alarm, but he reiterated that the City has never exceeded the action levels for lead or copper. Information and a questionnaire will be included with the letter. Once completed, staff will present the results of the lead line inventory to the Council. Determinations of material of unknowns and replacement of galvanized services lines owned by the City must be completed within seven years. Annual testing must include 20% of schools and child care facilities by 2026. Questions and information will be available by calling 918-338-4116.

A brief discussion confirmed that the section of line from the City meter to the house is the homeowner's responsibility to replace; copper lines are allowed, galvanized and lead is not allowed; if the citizen's line is galvanized, they have to replace; the action is a Federal mandate with no funding;



there is no requirement for the homeowners to replace their pipes, but it is the City's responsibility to educate homeowners about the results of the tests and potential presence of lead.

**10. Discuss and take possible action on a request by Raymond Crow to close a portion of a 20-foot-wide utility easement located on the south side of Lot 1, Block 4, Corrected Plat for Covington Park, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, Director of Engineering.**

Mr. Siemers reported that action was not taken in the October 7 City Council meeting at the request of Councilman Roszel, who desired additional information. The public hearing was held with not comments from the public. The staff recommendation was to deny the request because PSO did not concur with the closure. Their equipment placement was unclear based upon the utility locate called in by the applicant prior to submitting the application. There were no PSO lines identified in the easement though the PSO maps showed their facilities being present. There is also a 20' wide easement on the adjacent property, so the line could potentially be located within that easement instead of the one in question. Following the inaction on October 7, staff reached out to PSO asking them to verify their facilities in the easement and potentially reconsider the request. While it is still not clear if PSO has facilities in that easement, or the easement adjacent to the property, they cannot concur with the request. Their stance is that this is a platted easement and the property owner should be made aware of such an easement with the purchase of the property. Since the closure request is for a new structure and not an existing encroachment, they do not wish to concur with the closure to keep options open for future expansion and ingress/egress to maintain their facilities. Therefore, staff recommend denial of the request to vacate the north 10 feet of the 20-foot utility easement based upon the additional input received from PSO.

Discussion ensued taking into account the comments provided by the property owner during Citizens to be Heard in Item 4. Mr. Crow had stated that other residents in his neighborhood had a similar situation and the closing of their easements had been approved. He had asked the City Council to approve his request as well. The Council noted that they would like to know more about the other closings in the neighborhood and if those closings had caused any issues before making a determination on Mr. Crow's request.

No action was taken.

**11. Presentation, discussion and possible action to approve a resolution of the City Council adopting the Endeavor 2045 Comprehensive Plan for the City of Bartlesville. Presented by Greg Collins, Special Projects Manager, Community Development Department.**

Mr. Collins reported that the City's Comprehensive Plan, Endeavor 2045, is one of the action steps in the City's Strategic Plan, Bartlesville NEXT, to accomplish the strategic priorities of Economic Vitality and Community Character for the community. The Comprehensive Plan is the blueprint for guiding and facilitating the future growth and development of the community over the next 20 years. It covers topics including land use, transportation, infrastructure, housing, parks, economic development, and more. Comprehensive plans are required by State law (Title 11, Oklahoma Statutes, Section 43-103) to provide the basis for a city's municipal land use regulations, including its zoning and subdivision regulations. City staff and consultant, Halff Associates, over the last 12 months, conducted wide-ranging, in-depth community meetings, extensive community engagement, and received public input on drafting the comprehensive plan. The Plan is before the Council for their adoption and consideration by resolution, as well as a summary of community engagement. The Plan was unanimously approved by the City Planning Commission for adoption recommendation to the City Council. He introduced Christian Lentz with Halff to make the final presentation.

Mr. Lentz provided background on comprehensive plans and how they have evolved over the years. He provided the planning hierarchy which begins with the plan serving as the basis for a variety of implementation codes. An advisory committee was developed and approved by the City Council who oversaw each step of the development of the Plan. The committee approved the draft being

presented tonight. The Comprehensive Plan provides an overview of community context, including Bartlesville's history, people, community services, economy, housing, parks, quality of life, land, mobility and natural resources. In addition to zoning guidance and design considerations for particular areas in the city, the Plan identifies more than 129 action steps for the City and its partners. Those action steps are based around four guiding principles: Future Bartlesville, Prosperous Bartlesville, Livable Bartlesville and Natural Bartlesville.

Mr. Lentz continued providing the Endeavor 2045 vision statement; the development map; future thoroughfare plan; the multiple chapters of the implementation framework; and the administration of the Plan. He stated that the staff members he worked with were extremely professional, conscientious, and talented. He feels the citizens of Bartlesville are very fortunate to have this staff working for the City. He reiterated that the Comprehensive Plan is the blueprint for guiding and facilitating the future growth and development of the community over the next 20 years. The plan can be altered by a vote of the City Council at any point in the future.

Mr. Dorsey commended Mr. Lentz, his staff and City staff on the development of the plan. He added that he sits on the Comprehensive Plan Advisory Committee and wanted to recognize the many people involved in preparing the Plan, which includes citizens who have provided input. He reported that he has been contacted by citizens with concerns about the plan and did not mind if additional time was provided for continued research regarding their concerns. He added that there were several community leaders who participated as well and thanked them for their input.

Mr. Schipper stated that he too had sat on the Comprehensive Plan Advisory Committee and thanked everyone who participated in the development of the Plan. He pointed out that the Plan has been available for review for some time; that this is part of the Strategic Plan; the Plan has been available for public review and input for several months; that the Plan is adaptive and that there will be regulatory reviews. He stated his preference is to adopt the plan and allow the staff to begin implementation. He added that the City Planning Commission reviewed the input and comments that were provided at a previous City Council meeting and implemented some of them.

Mayor Copeland stated that he had not previously witnessed a study that had provided so much community input over such a considerable amount of time. Plans are needed that allows the City to grow and prosper. He stated that it is frustrating that the concerns surfaced in the last week but not over the past several months when input was requested. He feels that there has been considerable input from many leaders and citizens. He added that the Plan has required reviews built in to it allowing for change as change merits. He stated that he leans toward approving the plan at this meeting.

Mr. Schipper moved to approve the resolution adopting Endeavor 2045 Comprehensive Plan as presented, seconded by Vice Mayor Curd.

Vice Mayor Curd stated he had concerns regarding the medical side of the plan, as well as the traffic plan in regards to downtown. Additionally, parking is a considerable issue and he would like to see it further addressed. He stated that he wanted his concerns and others who stated concerns addressed in a quicker amount of time than two – five years for a review. He feels that 95% of the plan is what is needed, but just want the questions answered within a quicker time-frame.

Mr. Curtis stated there are actions items in the plan regarding medical, traffic and parking through ordinance updates and plan updates. Mr. Lentz stated that some items/ordinances are recommended to be updated within the Plan. Vice Mayor Curd stated that he did understand that the plan is not set in stone and can be amended. Mayor Copeland agreed and stated that medical needs are expanding and changing always. Transportation issues are ongoing.

There was a discussion among the Council members that the plan could be approved, but allow an additional 30 days be made available to citizens who wish to study it further and provide input to the City Council. Mr. Dorsey stated that he is good with allowing a 30 day window to allow additional

review and input to alleviate any concerns. Mr. Schipper stated that there has been a very clear timeline that has been followed, and he feels that citizens had many opportunities to engage. Mr. Bailey clarified options for action. Mr. Curtis stated that 30 days would be a good time frame and would allow the City Planning Commission to review further recommendations from the City Council.

Mr. Schipper agreed to amend his motion to approve the resolution adopting Endeavor 2045 Comprehensive Plan, to allow 30 days for City Council input/comments, and to bring a review of such input back to the City Council as soon as possible, seconded by Vice Mayor Curd.

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

Mr. Curtis stated his appreciation of Mr. Collins for his keen insight, commitment and diligence in working with consultant, the public, City officials and City Council in developing and preparing the comprehensive plan.

**12. Discuss and take possible action on a request for final plat approval of 10.84 acres, zoned C-5 (General Commercial) and O (Office), located on the northwest corner of Stonewall Drive and Washington Boulevard/US Hwy 75, from Todd Cone on behalf of Bartlesville Ford Company, Inc. Presented by Larry Curtis, Director of Community Development.**

Mr. Curtis reported that Todd Cone submitted an application on behalf of the property owner Bartlesville Ford Company Inc. requesting approval of a Final Plat for 10.884 acres located on the northwest corner of Stonewall drive and Washington Blvd/US Hwy 75. The subdivision is to be known as Bartlesville Ford Addition. The property is currently one unplatted lot zoned primarily C-5 (General Commercial) with approximately one acre of O (office) on the northern portion. There are three existing structures on the site used for automobile sales, service and a body shop. The owners would like to split the lot into two. Platting the property in accordance with the Subdivision Regulations will accomplish his. The existing building and the proposed lots will comply with zoning requirements for these districts. The lots to be created will be adequately served by water, sewer, and fire safety access. No additional public infrastructure is needed aside from completing the sidewalk to the western property line on the south end of the proposed Lot 2. The City Planning Commission reviewed and voted unanimously to approve the preliminary plat of the property subject to completion of the sidewalk.

Vice Mayor Curd moved to approve the final plat as presented, seconded by Mr. Dorsey.

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

**13. Discuss and take possible action on an appeal by Jay A. Mitchell, II of the Hearing Examiner's Order of Abatement, demolition and removal of dilapidated structures at 421 SW Cheyenne Avenue, legally described as Lot 5, Block 3, Overlees Addition, Bartlesville, Washington County, Oklahoma (Code Enforcement Case Number DS-0824-0325). Presented by Larry Curtis, Director of Community Development.**

Mr. Curtis provided a full report complete with the dilapidated structure history of the property dating back to 2014 when the first complaints were taken and processed. The current case started in August 2024 when police received a citizen complaint of suspicious activity and unsecured door/openings in the structures. The police investigated, and seeing that the property was unoccupied and unsecured, the police contacted Code Enforcement, who with police present, investigated the interior and exterior of the structures, took photos, and opened the current case on the property. The police had been previously called to the property in March 2024 and witnessed a trespasser escaping out the back door of one of the houses. The property has a long history of being unoccupied since at least 2009,

with repeated police and code enforcement responses. Mr. Mitchell made prior appeal to the City Council in 2014 after the City had an order to demolish issued to him. The City Council on 5/19/14 granted Mr. Mitchell a stay of 90 to make the structures habitable. Ten years later, he still has not made repairs. Instead, he repainted the exteriors and made non-permitted, nominal attempts at porch repair or installation. The occasional little work he has done on the property over the past 15 years, including to-date, has focused on exterior aesthetics, rather than fundamental mechanical, electrical, plumbing, and structural repairs necessary to make the homes actually habitable. No building permit for mechanical, electrical, plumbing, or structural work has been applied for on these structures.

Mr. Curtis provided a timeline of events beginning in 2009. Staff is recommending that the Hearing Examiner's order to remove should be affirmed by the City Council for several independent, separate reasons, any one of which alone is a sufficient basis to uphold the order: the properties are dilapidated and unfit for human occupancy, the properties have been boarded and secured for longer than six consecutive months; the properties are a public nuisance as dangerous, deteriorated, abandoned, partially destroyed or unfinished building, and the properties are a public nuisance as attractive nuisance and dangerous condition. Each issue is substantiated by State Statute and the City of Bartlesville Municipal Code. It is staff's position that the allegations Mr. Mitchell lists in his appeal are false and are proven by stated and presented case law.

Mr. Mitchell provided a packet of information to the Council members with pictures of the most recent improvements and proceeded to speak at great length defending his position and claim that the property was owned by the outlaw Emmitt Dalton, therefore historical. Ultimately, he claims that the City did not provide proper notice, conducted an improper hearing, structures do not meet requirements for demolition, structures have historic significance, and option to repair was not given so the properties should not be demolished.

A discussion ensued covering Mr. Mitchell's claims that the house has historical relevance; that the property is not considered nor has been established as historical; options the owner could establish the property to be used for such as a museum type or art type situation; zoning usage may or may not comply for a change in usage; the owner has had 15 years to bring the buildings on the property up to code and it has not been accomplished; the small amount of improvements were made without proper permitting and inspection; and that the City has provided proof of proper procedure. Possible council actions were discussed with the City Attorney who advised that the action at his time is to either approve or deny Mr. Mitchell's appeal, and that Mr. Mitchell can appeal the City Council's decision to Washington County District Court should he so desire.

Vice Mayor Curd moved to deny Mr. Mitchell's appeal, thereby upholding the Hearing Examiner's Order of Abatement, Demolition and Removal of the dilapidated structures at 421 SW Cheyenne Avenue, seconded by Mr. Dorsey.

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

**14. Discuss and take possible action to approve a resolution of the City Council of the City of Bartlesville creating the Unsheltered Homeless Task Force to address the rise in unsheltered homelessness and associated issues in the City of Bartlesville. Presented by Mike Bailey, City Manager.**

Mr. Bailey reported that at the City Council regular meeting in October a resolution was passed directing the City manager to formulate a plan for a task force to address the rise in unsheltered homelessness and the issues associated with this. The proposed resolution outlines a specific plan for the makeup and responsibility of the task force, but it leaves open certain details that are best established by the task force itself. The resolution does specify the goals and types of solutions upon which the task force should focus itself. The proposed resolution does specify the goals and types of solutions upon which the task force should focus which are: Primary Goal – reduction in the

unsheltered homeless population in Bartlesville; Secondary Goas – Reduce vandalism littering, and other illegal acts associated with the unsheltered homeless population, increase confident in public safety of and increase utilization of public spaces by addressing concerns linked to homelessness, address public health concerns while improving conditions for unsheltered individuals; and Tertiary Goal – determine the value of an ongoing committee once the task force accomplishes its purpose and make an appropriate recommendation.

He added that proposed resolution specifies the members that are to be included on the task force. There will be 13 voting members and one non-voting staff liaison as follows: City Manger or designee (non-voting staff liaison), one City Council member, one ex-officio member of OK House or Senate, one mental health professional with experience serving Bartlesville's unsheltered population, one medical professional with experience serving Bartlesville's unsheltered population, one law enforcement official with experience addressing criminal and safety issues related to Bartlesville's unsheltered population, one nonprofit expert with experience serving Bartlesville's local unsheltered population, one church representative with experience serving Bartlesville's local unsheltered population, one local business owner whose place of business is adversely affected by Bartlesville's unsheltered population, one citizen whose primary residence is adversely affected by Bartlesville's unsheltered population, one representative from Bartlesville public school system who is familiar with the issues related to homelessness in our schools; one person who has experienced homelessness in Bartlesville, one veteran who is knowledgeable about homelessness among veterans, and at least one at-large representative with knowledge, training, or experience that is relevant to the task force's mission. Mr. Bailey stated that a member may meet more than one of these criteria, and the Council may add more than one at large member in order to reach the number of members designated by the resolution. The Council will need to appoint a Councilmember to serve on the task force who shall serve as the Council liaison and shall make recommendations to the Council for the rest of the committee after soliciting applications from the public. After the Council seats the members, then the task force can begin meeting in earnest in order to meet the six month deadline established by the resolution. Two actions are needed of approving the resolution and to appoint a City Council member to the task force. He added that a questionnaire will be included with the application to serve and reviewed the questionnaire.

Mr. Schipper thanked Mr. Bailey for getting the task force shaped and appreciates the questionnaire to gain additional information about the applicants.

Mr. Dorsey moved to approve the resolution as presented and to appoint Mr. Schipper as the City Council member/liaison to the task force, seconded by Vice Mayor Curd.

Vice Mayor Curd extended his appreciation to Mr. Schipper for his efforts and commitment to this issue, as well as to other community issues. He also stated his appreciation to Mr. Bailey for his efforts in getting the task force formed.

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

- 15. Discuss and take possible action to move to Executive Session authorized under 25 O.S. Sec. 307(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.**

Vice Mayor Curd moved to enter into Executive Session at 9:00 p.m., seconded by Mr. Dorsey.

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

Motion: Passed

**16. Return from Executive Session at 9:24 p.m. No action taken in Executive Session.**

**17. Discuss and take possible action approve a Settlement Agreement between the IAFF Local 200 and the City of Bartlesville which fully and finally resolves the Released Claims of failure to properly pay Local Members' overtime under the FLSA, liquidated damages under the FLSA, and attorneys' fees that had accrued within the last three years. Presented by Jess Kane, City Attorney.**

Mr. Kane reported that late last year the City was served with a demand letter from a Washington D.C. based law firm representing IAFF Local 200 contending that the City was underpaying overtime to its members in violation of the Fair Labor Standards Act of 1938. The November 7, 2023 letter was the City's first notification of this problem and upon receipt, staff began investigating the claim in an effort to determine if the City's payroll procedures violated the FLSA. Over the course of many decades (the Oklahoma Fire & Police Arbitration Act was passed in 1977), the City and Local 200 had negotiated and agreed upon various stipends which were added to an employee's monthly salary as an incentive. Examples of these stipends included incentives for CLEET certification, EMT certification, and longevity. The City had processed its payroll in this manner, in accordance with the express terms of various collective bargaining agreements and with the full agreement of the IAFF for decades, as have many other municipalities across the nation. Nonetheless, after investigation and consultation with outside counsel Staff concluded that the contract likely violated the FLSA requirement that such incentives be added to the hourly rate paid each employee, and overtime calculated based on the gross amount after inclusion of the stipend

Mr. Kane continued that based on this conclusion, the City sought to cooperate with the IAFF in hopes of reaching a settlement. Following an enormously time-consuming accounting effort, Staff provided the IAFF's counsel with a spreadsheet detailing all overtime amounts paid on February 16, 2024. IAFF's counsel did not respond to the City for five (5) months. During that time, City staff worked to fix the underlying problem. In the IAFF's 2024-2025 Collective Bargaining Agreement all stipends were converted to hourly rates to comply with the FLSA. Likewise, Staff negotiated, and the City Council approved a Memorandum of Understanding that modifies multi-year contract for Fraternal Order of Police Lodge 117 (the "FOP") in the same fashion. The problem has also been fixed for general employees, so all City employees been paid in accordance with FLSA requirements since July 1, 2024. AFF's counsel responded to Staff's overtime calculation on July 16, 2024. There was significant back and forth between City Staff and IAFF's counsel tweaking and finalizing overtime numbers and negotiating a settlement agreement. The parties agreed to the attached Settlement Agreement on September 20, 2024. At that point, Staff did not yet have a resolution of this same issue for FOP or general employees. Resolutions of the problem for all employee groups are now ready for consideration by the City Council.

Mr. Kane concluded that this problem is hardly unique to Bartlesville. Dozens of municipalities across the state and nation are dealing with this same issue. The problem predates the tenure of any City Council member or City employee who is currently serving.

Vice Mayor Curd moved to approve the IAFF Settlement Agreement as presented, seconded by Mr. Schipper.

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

**18. Discuss and take possible action to move to Executive Session authorized under 25 O.S. Sec. 307(2) to discuss negotiations concerning employees and representatives of employee groups.**

Mr. Dorsey moved to enter into Executive Session at 9:31 p.m., seconded by Mr. Schipper.

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

**19. Return from Executive Session at 9:37 p.m. No action taken in Executive Session.**

**20. Discuss and take possible action approve a Settlement Agreement between the Fraternal Order of Police Lodge #117 and the City of Bartlesville which fully and finally resolves the Released Claims of failure to properly pay Lodge Members' overtime under the FSLA. Presented by Jess Kane, City Attorney.**

Mr. Kane stated that his report is the same as he provided for Item 17 of this agenda.

Vice Mayor Curd moved to approve the FOP Settlement Agreement, seconded by Mr. Schipper.

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

**21. Discuss and take possible action to approve a resolution authorizing the City Manager to compensate General Employees for miscalculated overtime pay. Presented by Jess Kane, City Attorney.**

Mr. Kane stated that his report is the same as he provided for Item 17 of this agenda.

Mr. Schipper moved to approve the resolution as presented, seconded by Mr. Dorsey.

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

**22. New Business.**

No new business.

**23. City Manager and Staff Reports.**

Mr. Bailey reminded citizens that tomorrow is election day, and to be sure and get the City Council ballot for the City Council election.

He also provided a water supply update reporting that the supply is now at 94%.

**24. City Council Comments and Inquiries.**

Mr. Schipper reminded citizens about the Veteran's Memorial dedication Nov. 11 at 10 a.m.

Vice Mayor Curd thanked Mr. Curtis and Mr. Collins for their work on the Comprehensive Plan and the Code Enforcement appeal.

Mayor Copeland stated he was encouraged by the large number of early voters, and encouraged those who not voted to do so tomorrow.

**25. There being no further business to address, Mayor Copeland adjourned the meeting at 9:45 p.m.**



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Mayor

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Jason Muninger, CFO/City Clerk

## **RESOLUTION AGAINST THE USE OF SURVEILLANCE CAMERAS**

**WHEREAS**, Surveillance camera companies, such as Flock, claim that that they exist to eliminate crime and keep communities safe. Flock cameras, or the like, and ALPR cameras do not solve or eliminate crime, the cameras merely capture acts of crime, as well as, capture movement of entire communities, including the vast majority (99.5%) of law-abiding citizens who pass by these cameras.

**WHEREAS**, the Oklahoma State Constitution, Article II. Bill of Rights, Section II.1 (Political power – Purpose of government – Alteration or reformation) declares, “All political power is inherent in the people; and government is instituted for their protection, security, and benefit, and to promote their general welfare; and they have the right to alter or reform the same whenever the public good may require it: Provided, such change be not repugnant to the Constitution of the United States.”

**WHEREAS**, the 4th Amendment of the U.S. Constitution **and** the Oklahoma Constitution, Article II. Bill of Rights, Section II-30 states that “The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches, seizures, shall not be violated, and no warrants shall issue but upon probable cause supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.”

**WHEREAS**, **Maxim of Law**: “No right is held more sacred, or is more carefully guarded by the common law, than the right of every individual to the possession and control of his own person, free from all restraint or interference of others, unless by clear or unquestionable authority of law.” *Union Pacific Railway Co. v Botsford, 141, U.S. 250, 251*

**WHEREAS**, the Washington County GOP (WCGOP) is dedicated to protecting the God-given rights and liberties of the citizens of this County, and we affirm the OKGOP Platform which states that “Our rights of life, liberty, and property are natural rights granted to us by God, protected by the Constitution, to be defended by our elected officials, even during a declared emergency.”

**WHEREAS**, Benjamin Franklin stated, “They who can give up essential liberty to obtain a little temporary safety, deserve neither liberty nor safety.”

**WHEREAS**, Oklahoma State Representative Tom Gann stated that “When governments rely on unauthorized technology to surveil their citizens, policing methods become lazy. Gann also stated this technology...allows distant governments to track the movements of Oklahomans, with no recourse against abuses by politicized agencies who may have access, such as the FBI and the Bureau of Alcohol, Tobacco, Firearms and Explosives”.

**WHEREAS**, Representative Gann continues, “The CEO of Flock has openly stated his intent to place a scanner on every street corner. Many legislators understand that Oklahomans do not want this Orwellian approach. They recognize it as a breach of the Fourth Amendment and foresee future courts continuing to rule it unconstitutional, placing many criminal convictions into question.”

**WHEREAS**, the Deputy Director of Oklahoma Department Of Transportation has stated that Flock Cameras posted anywhere on state roads on the Oklahoma Right of Ways are illegal and break state law and cameras that are already surveilling State roadways should be removed.

**NOW THEREFORE BE IT RESOLVED**, that the WCGOP County Committee strongly condemns the usage thereof and urges our County, City and State elected officials to reject any of these types of Orwellian surveillance cameras on County, City and State roadways by not allowing placement of these surveillance cameras and remove existing cameras. The WCGOP demands the Board of Commissions and the Bartlesville City Council retract any current Flock Safety Resolutions or Agreements and commits to protecting the Constitutional rights of the citizens of Washington County and City of Bartlesville.

**WE FURTHER RESOLVE**, that the County Committee of the WCGOP directed the WCGOP Chairman to send this Resolution to all Washington County Commissioners, Sheriff, Bartlesville City Council members, and Police Department in a press release, and to the email list, and for this Resolution to be read into the minutes at the next meeting of the Commissioners, as well as, the next meeting of the City Council.

**WASHINGTON COUNTY REPUBLICAN PARTY  
COUNTY COMMITTEE**

**Resolution Urging Tabling of Bartlesville Comprehensive Plan**

Whereas, the OKGOP Platform states: "The private sector and free market principles are the best to stimulate economic development not government programs." (Republican Principles, Line 5);

Whereas, the Platform further states: "We oppose public-private partnerships..." (Section III, A, iii, 'We Oppose' Line 2); and "We oppose... U.N. policies that are forced over the world's nations." (Section III, D, ii, 'We Oppose' Line 9);

Whereas, the Bartlesville Comprehensive Plan is formulated after the United Nations' Sustainable Development Goals, which the UN has stated include - gender equality, affordable and clean energy, decent work and economic growth, reduced inequalities, Sustainable cities and communities, and climate action, which violate the Republican Platform.

WHEREAS, the United Nations Agenda is being covertly pushed into local communities throughout the United States of America through local "sustainable development" policies;

WHEREAS, these so-called "sustainable development" goals view the American way of life of private property ownership, single family homes, private car ownership, individual travel choices and privately owned farms as destructive to the environment;

Whereas, adopting a Comprehensive Plan with UN terms and templates undermining the sovereignty of our city government to respond to the unique needs of this community;

Whereas, adopting the Comprehensive Plan is part of Endeavor 2045 which "will address...housing, economic development, infrastructure, parks and recreation, environmental sustainability, and more, with a strong emphasis on managing growth and enhancing quality of life", thus giving government authority over areas which should be left to individuals and the free market;

Whereas, the City Council should be focused on reducing government burden and intrusion into our daily lives, allowing the free market to thrive, and allowing the free market to find solutions to challenges in our city;

NOW THEREFORE BE IT RESOLVED by the County Committee of the Washington County GOP, that we urge the City Council to table the Bartlesville Comprehensive Plan.

WE FURTHER RESOLVE, that the WCGOP Chairman send this Resolution to all the Bartlesville City Council members and County Commissioners, issue a press release, send to the email list, and for this Resolution to be read into the minutes at the next meeting of the City Council.

We urge the City Council to table the Bartlesville Comprehensive Plan, due to the concerns regarding its ties to sustainable development goals and the promotion of more government control, which violate Republican principles.

NAME	ADDRESS	CITY
Grace Blackmon	254 SE Quail Ridge Loop	Bartlesville
RICHARRA FLY	1917 S. SANTA FE PL	BARTLESVILLE
Joe Blackmon	254 SE Quail Ridge Loop	Bartlesville
Cyndi Blackmon	.. " " " "	Bartlesville
Alicia Smith	3212 Camelot Dr.	Bartlesville
Robert Veit	402354102200 Rd	Bartlesville
Jacobson, Burton	260 S. Fenway Ave.	Bartlesville
Debra Burton	" " " "	" "
<del>Tim</del>	1230 Dogwood Ct	Bartlesville
Paul Woodward	25881 N 3940 Rd	Ochelata
Sarah Anderson	244 NE Queenstown	Bartlesville
Linda Hselmann	4407 Grandview Place	Bartlesville
Larry Murray	724 Winding Way	Bartlesville
Michael C. Gaddis	4917 Brookline Dr	ville 74006
Julia Tyn	4704 Cornell Dr	Bartlesville 74006
Lauren Murray	724 Winding Way, Bartlesville	74006
Damion Kimmer	2700 Claremont Dr.	74006
Danny Slavin	4233 FLEETWOOD DR. BARTLESVILLE	74006
Margery Earhart	5107 Tuxedo Blue Bartlesville	74006
Dale Earhart	5107 Tuxedo Blvd Bartlesville	74006







We urge the City Council to table the Bartlesville Comprehensive Plan, due to the concerns regarding its ties to sustainable development goals and the promotion of more government control, which violate Republican principles.

NAME	ADDRESS	CITY
Troy's Herr	249 Turkey Creek Rd., Buile 74006	Bartlesville
Lynda Griffin	1730 S. Johnson St.	Bartlesville
Sarah Burnett	4733 Lewis Dr	Bartlesville
John Clay Burnett	4733 Lewis Dr	Bartlesville
Ashley Karber	21690 N 4011 Dr	Bartlesville
Annette Maupin	1507 Prairie Heights	B'ville
Mark Keesling	2006 Neptune Ct.	Bville
Jul Hull	1529 Winwood Dr	Bartlesville
MIKE VOORHEIS	144 FLEETWOOD PL.	BARTLESVILLE
Louise Heyer	512 Cumberland Dr.	BARTLESVILLE
Dennis Waterman	1909 Barnett Pl.	Bartlesville
L R Wilkie	1901 Windstone Dr	Bville 74006
Marcia K. Hoffman	2209 Heidi Ct.	Bartlesville 74006
Jim Day	1311 Solomon	Bartlesville 74006
John Henry	1606 S. Osage Ave Buile	Bartlesville
Charlotte Henry	1606 S Osage Ave Buile	Bartlesville
Barbara Davidson	3609 E. Mountain Rd	Bartlesville 74006
Katelyn Wright	560 SE Wilshire Ave	Bartlesville
Darren McInturff	2313 Windsor Way	Bartlesville
Cindy Deal	1080 Rolling Meadows Ct.	Bartlesville
Bobbie Watson	1637 King Rd. #111	Bartlesville
ANDREA Ruiz	2011 Nova Ave. #7	Bartlesville
Jeanina Vest	1902 Mesa Av	Bartlesville



We urge the City Council to table the Bartlesville Comprehensive Plan. due to the concerns regarding its ties to sustainable development goals and the promotion of more government control, which violate Republican principles.

NAME	ADDRESS	CITY
Linda A Collins	5617 Steeper Drive	Bartlesville
Eddie Collins	5617 Steeper Drive	Bartlesville

**I. SUBJECT, ATTACHMENTS, AND BACKGROUND**

Enter into a T-Hangar aircraft storage agreement with BMI Aviation to lease T-Hangar 104 for the purposes of aircraft storage and aeronautical activity located at the Bartlesville Municipal Airport.

Attachments:

T-Hangar 104 Lease Agreement between City of Bartlesville and BMI Aviation.

**II. STAFF COMMENTS AND ANALYSIS**

Lease will be month-to-month at fair market value.

**III. BUDGET IMPACT**

Revenue rate: \$253.00 a month \$3,036 annually

**IV. RECOMMENDED ACTION**

Staff recommends entering into the agreement with BMI Aviation.

**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 BMI Aviation, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

**RECITALS:**

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

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

**WITNESSETH:**

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

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

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

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

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

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Two Hundred Fifty-Three and NO/100 Dollars (\$253.00) per calendar month. All such payments shall be made to Lessor, at the following address:

City of Bartlesville  
401 S Johnstone  
Bartlesville, OK 74003

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lessee: BMI Aviation  
PO Box 965  
Independence, KS 67301

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

**(SIGNATURES ON FOLLOWING PAGE)**

**LESSOR:**

CITY OF BARTLESVILLE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor, City of Bartlesville

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk  
APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
City Attorney

**LESSEE:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_





**Exhibit "A"**  
**(Description of Leased Premises)**

**T- Hangar #104 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.**

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## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on approving the agreement for the Multi-Clean professional janitorial service proposal.

Attachments:

Multi-Clean Professional Janitorial Services Proposal  
Professional Janitorial Services Agreement

## II. STAFF COMMENTS AND ANALYSIS

In October the City was notified by the current cleaning provider of the Library and City Hall that they would no longer be able to provide their services after November 28, 2024. On October 31, 2024, the City of Bartlesville issued a Request for Proposals for Commercial Cleaning Services for the Bartlesville Public Library and the common areas of City Hall. (This does not include offices areas, as these areas are cleaned and maintained by City staff.)

The scope of services for the services included the following:

### ***Bartlesville Public Library Janitorial Services:***

#### **DAILY DUTIES:**

- *Clean all restrooms (main and second floor)*
- *Sweep/vacuum first floor – major traffic ways and between stacks.*
- *Mop vestibule – this area includes front entry, exhibit area, and the tiled area around the circulation desk. This includes the children’s story time area; swept or mopped as needed.*
- *Empty all trash on the interior of the library.*
- *Clean front windows and doors – this also includes the interior double doors separating the exhibit area from the main entry.*
- *Clean and sanitize all drinking fountains on both floors.*
- *Clean windows and glass dividers – this includes the office areas, exhibit cases and the lookout windows on either end of the bridge on the second floor. Office should be cleaned at least once per week.*

#### **DUTIES 3 TIMES A WEEK:**

- *Sweep all stairways – a total of 3.*
- *Sweep all workrooms – this includes circulation, history, as well as the large staff workroom behind reference.*
- *Clean elevators.*
- *Clean teen area. (Wipe tables down and sweep and mop as needed.)*

- *Vacuum second floor, including area outside administrative services and staff lounge.*
- *Clean and vacuum upstairs meeting room, including kitchen area.*
- *Clean and vacuum downstairs meeting room.*

**DUTIES ONCE A WEEK:**

- *Clean bridge and stairwell walls, including the railing.*
- *Clean counters and walls in study carrels.*
- *Wax and buff staff workrooms as needed, including behind reference, circulation, history workroom, staff lounge, and stairways.*
- *Clean all sinks, janitorial closets, staff lounge, coffee bar in administrative offices, circulation workroom, and history workroom.*

***City Hall Janitorial Services:***

**DAILY DUTIES:**

- *Clean all restrooms on all five floors, fill toilet paper, paper towels, and hand soap.*
- *Sweep/vacuum all common areas on all floors.*
- *Mop all of first floor, all bathrooms and small kitchen areas that are tile.*
- *Empty large trash cans in the common areas (not in offices).*
- *Clean front and back entry windows and doors on first floor.*
- *Clean public side of all customer service windows and counters.*
- *Clean and sanitize all drinking fountains on all floors.*

**DUTIES 3 TIMES A WEEK:**

- *Sweep both stairways. (Main public stairs and back fire escape)*
- *Clean and vacuum elevators.*
- *Clean and vacuum second floor conference room.*
- *Clean and vacuum first floor meeting room and courtroom.*

**DUTIES ONCE A WEEK**

- *Vacuum basement carpet*

The City received three proposals for this cleaning service. The first did not meet the scope of services, the second was an agency that would outsource the service to other companies and did not provide a local contact, and the third option is represented in the agreement before you, provided by Multi-Clean.

Our Building Maintenance supervisor, Mitchell Lucas, gave tours and met with the companies. Multi-Clean is a reputable company that has been serving the Tulsa area for over 30 years. They also have an office located in Bartlesville with a local contact. They hire their employees directly and provided the same cleaning staff for each building for continuity purposes.

As the City has lost cleaning providers over the last couple of years, staff has looked at many options including hiring personnel to clean the buildings. However, the option of hiring a commercial cleaning service remains the most cost effective and best option.

This agreement was sent to City Attorney Jess Kane to review.

### **III. BUDGET IMPACT**

The City budgets for commercial cleaning services every fiscal year. The previous contract amount was for \$60,000, and the new contract amount would be for \$88,632. The annual difference between the two contracts is \$28,632. The difference for the remainder of this year (seven months) will be \$16,702. This amount would be split between two funds as follows: \$8,351 to the general fund and \$8,351 to the library fund.

### **IV. RECOMMENDED ACTION**

Staff recommends approval of agreement between the City of Bartlesville and Multi-Clean.

Professional Janitorial Service Proposal  
Prepared for:



401 South Johnstone Avenue  
Bartlesville, OK 74003

Walkthrough Date: 11-8-24  
Date: 11-8-24  
Submitted By:



*Established 1993*

Clyde Frazier  
Multi-Clean Sales  
918-644-0226  
Clyde@multiclean1.com



Experience the Highest and Most Reviewed  
Commercial Cleaning Company in  
Oklahoma





November 11, 2024

Mitch Lucas  
**City of Bartlesville**  
401 South Johnstone Avenue  
Bartlesville, OK 74003

Dear Mitch,

It was a pleasure to meet you and thank you for taking the time to walk me through your City Hall and the Library.

Multi-Clean has been serving the Tulsa area for over 30 years. We pride ourselves on immediate follow up, strong integrity, and clear communication. **Our purpose and vision is to create an environment for your employees and citizens that is encouraging and engaging. We are committed to keeping your costs in line by limiting your staff's involvement in cleaning issues by exceeding your expectations.**

Mitch, I look forward to the opportunity of becoming a trusted partner in improving and maintaining the appearance of your building. Please call if you have any questions or need additional information as you review my proposal.

Sincerely,

Clyde Frazier  
Multi-Clean  
918-644-0226  
clyde@multiclean1.com





## Mission Statement

By glorifying God and honoring biblical principles, we believe in the best for our customers, employees, and their families. We provide consistent follow-up, excellent communication, and a broad knowledge of the cleaning industry to serve our customers' needs.

## Philosophy and Vision

We believe in treating each customer, employee, and vendor with the same respect. Multi-Clean is committed to sharing profits with the less fortunate around the globe, by funding church mission trips and humanitarian aid to local organizations and areas such as Cambodia and Haiti. We emphasize family first and work second, without this philosophy the business model we believe in would not succeed.

### Give Back Partners



<https://fightfortheforgotten.org/>



<https://www.cru.org/>



## Frequently Asked Questions

1. Are Multi-Clean cleaners direct employees or subcontracted? **Direct Employees**
2. Does Multi-Clean require background checks for cleaners? **Yes**
3. How Long has Multi-Clean been in business? **31 Years**
4. Will the same crew clean my building? **Yes**

**Noted Concerns:** Unresolved concerns and the lack of attention to detail

## The Multi-Clean Difference

Not a Franchise

### Structured for Accountability

1. Cleaning Supervisors are required to perform bi-monthly inspections and restocking of chemicals, rags, mops, and vacuum maintenance.
  2. Cleaners are required to complete a background check.
  3. ALL cleaners are direct W-2 employees, trained and insured by Multi-Clean.
- A. Over 30 years of experience in janitorial service/commercial cleaning  
B. Night Supervisors are available to train and fill in for cleaners.  
C. Most reviewed and highest rated janitorial service in Oklahoma  
[www.MultiClean1.com](http://www.MultiClean1.com)



### Continuity of Communication

1. Customer, Managers and Cleaners work from the same well-defined scope of work.
2. A well-defined scope effectively communicates expectations and promotes attention to detail.
3. A communication log will be placed in a designated area to communicate concerns and the need to order additional consumables.

### Security & Safety



1. Safety and security taken seriously.
2. Trained to always keep the building locked.
3. We maintain emergency contact numbers.

### OSHA – EPA Compliance



1. Cleaners follow OSHA and EPA regulations.
2. We maintain accurate SDS sheets.
3. All our bottles have EPA approved labels.

# Janitorial Service Job Specifications 5x Weekly

## City Hall

<b>Entries/Foyer</b>	<b>Mon - Fri</b>
<u>Task Description</u>	<u>Service Days</u>
Clean all glass doors	5 Days
Clean all entrances on the inside	5 Days
Dusting of windowsill	1 Day
Sweep and spot mop hard floor surfaces	3 Days
Thoroughly sweep and mop all hard floor surfaces	2 Days
Spot vacuum carpeted areas	3 Days
Thoroughly vacuum carpeted areas	2 Days
Thoroughly vacuum all rugs	5 Days
Empty trash containers and replace liner	5 Days
<b>Court Room</b>	<b>Tues/Thurs</b>
<u>Task Description</u>	<u>Service Days</u>
Dusting of windowsill	1 Day
Wipe cleared surfaces including counter	2 Days
Spot vacuum carpeted areas	Tues
Thoroughly vacuum carpeted areas	Thurs
Empty trash containers and replace liner	2 Days
<b>3 Conference Rooms 1 on the First Tues/Thurs 2 on the Second Mon/Wed</b>	<b>2x Weekly</b>
<u>Task Description</u>	<u>Service Days</u>
Clean door glass	2 Days
Dusting of windowsill	1 Day
Wipe table and organize seating	2 Days
Sweep and spot mop hard floor surfaces	1 Day
Thoroughly sweep and mop all hard floor surfaces	1 Day
Spot vacuum carpeted areas	1 Day
Empty trash containers and replace liner	2 Days
<b>Stairs/Elevator</b>	
<u>Task Description</u>	<u>Service Days</u>
Sweep Stairs	2 Days
Sweep and mop stairs	2x Monthly
Disinfect handrails	1 Day
Polish stainless	2 Days
Disinfect elevator buttons	5 Days
<b>Halls, Landings, and Lobbies</b>	
<u>Task Description</u>	<u>Service Days</u>
Dusting of windowsill	1 Day
Sweep and spot mop hard floor surfaces	4 Days
Thoroughly sweep and mop/scrub all hard floor surfaces	1 Day
Spot vacuum carpeted areas	4 Days
Thoroughly vacuum carpeted areas	1 Day
Empty trash containers and replace liner	5 Days
<b>13 Restrooms 1<sup>st</sup> Floor 4/2<sup>nd</sup> floor 3/3<sup>rd</sup> Floor 2/4<sup>th</sup> Floor 2/5<sup>th</sup> Floor2</b>	
<u>Task Description</u>	<u>Service Days</u>
Clean and polish mirrors	5 Days
Clean and disinfect commodes and urinals	5 Days
Clean and disinfect sinks and counter tops	5 Days
Refill paper towels, soap, toilet tissue, sanitary dispensers	5 Days
Empty trash containers and replace liners (clean container exterior as needed)	5 Days
Sweep and mop floors with disinfectant cleaner	5 Days
Wash partitions, light switches, and surrounding areas	5 Days
Disinfect door handles inside and out	5 Days

## Janitorial Service Job Specifications 5x Weekly cont.

### City Hall

#### **Break Areas/Kitchenettes**

#### **Mon - Fri**

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<u>Task Description</u>	<u>Service Days</u>
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Damp wipe counter tops with disinfectant cleaner	5 Days
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Damp wipe microwaves inside and out with disinfectant cleaner	5 Days
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Damp wipe cabinets and coffee counter tops with disinfectant cleaner	5 Days
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Empty trash containers and replace liners (clean container exterior as needed)	5 Days
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Sweep and mop floors with disinfectant cleaner	5 Days
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#### **Museum 5<sup>th</sup> Floor**

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<u>Task Description</u>	<u>Service Days</u>
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Dusting of windowsill	1 Day
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Spot vacuum carpeted areas	5 Days
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Thoroughly vacuum carpeted areas	Monthly
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Empty trash containers and replace liner	5 Days
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Note: Do not touch displays

#### **Basement**

#### **Bi-Monthly**

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<u>Task Description</u>	<u>Service Days</u>
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Thoroughly vacuum carpeted areas	1 <sup>st</sup> and 3 <sup>rd</sup> Friday
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#### **Boxes**

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<u>Task Description</u>	<u>Service Days</u>
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Broken down boxes	1 Day
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Note: For boxes to be disposed of they must be broken down. Any boxes not broken down will be considered as intended to be saved

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#### **Notes**

Only common spaces, court room, conference rooms, restrooms, landings, and break rooms/kitchenettes

## Janitorial Service Job Specifications 5x Weekly cont.

### Library

<b>Common Areas</b>	<b>Mon - Fri</b>
<u>Task Description</u>	<u>Service Days</u>
High and low dusting of office furniture, baseboards, and wall hangings	1 Day
Clean and disinfect drinking fountains	5 Days
Sweep and spot mop hard floor surfaces	4 Days
Thoroughly sweep and mop/scrub all hard floor surfaces	1 Day
Spot vacuum carpeted areas	4 Days
Thoroughly vacuum carpeted areas	1 Day
Empty trash containers and replace liner	5 Days

<b>Bridges</b>	<b>2x Weekly</b>
<u>Task Description</u>	<u>Service Days</u>
Clean fingerprints and smudges off windows	1 Day
Spot vacuum carpeted areas	Tues
Thoroughly vacuum carpeted areas	Fri

<b>8 Restrooms</b>	<b>5x Weekly</b>
<u>Task Description</u>	<u>Service Days</u>
Clean and polish mirrors	5 Days
Clean and disinfect commodes and urinals	5 Days
Clean and disinfect sinks and counter tops	5 Days
Refill paper towels, soap, toilet tissue, sanitary dispensers	5 Days
Empty trash containers and replace liners (clean container exterior as needed)	5 Days
Sweep and mop floors with disinfectant cleaner	5 Days
Wash partitions, light switches, and surrounding areas	5 Days
Disinfect door handles inside and out	5 Days

<b>Break Rooms/Kitchenettes</b>	<b>Service Days</b>
<u>Task Description</u>	<u>Service Days</u>
Damp wipe counter tops with disinfectant cleaner	5 Days
Damp wipe tables and chairs with disinfectant cleaner	5 Days
Damp wipe microwaves inside and out with disinfectant cleaner	5 Days
Damp wipe cabinets and coffee counter tops with disinfectant cleaner	5 Days
Empty trash containers and replace liners (clean container exterior as needed)	5 Days
Sweep and mop floors with disinfectant cleaner	5 Days

<b>Supply Room</b>	<b>2x Weekly</b>
<u>Task Description</u>	<u>Service Days</u>
Sweep and spot mop hard floor surfaces	Tues
Thoroughly sweep and mop/scrub all hard floor surfaces	Fri
Empty trash containers and replace liner	5 Days

<b>Boxes</b>	<b>Service Days</b>
<u>Task Description</u>	<u>Service Days</u>
Broken down boxes	1 Day

Note: For boxes to be disposed of they must be broken down. Any boxes not broken down will be considered as intended to be saved.

### **Notes**

The main areas of the library will be divided into 5 sections with each cleaned 1x weekly. Restrooms, break areas/kitchenettes, entries, tiled areas, and kids fortress will be cleaned 5x weekly

### **Porter Services Option 5x Weekly 6 Hours 6am – Noon**

#### Library

Porter will work the above scope of work 6 hours a day 5x weekly

# Janitorial Service Job Specifications 5x Weekly

## Library

<b>Foyers/Entries</b>	<b>Mon - Fri</b>
<u>Task Description</u>	<u>Service Days</u>
Clean all glass doors	5 Days
Clean all entrances on the inside	5 Days
High and low dusting of office furniture, baseboards, windowsills, and wall hangings	1 Day
Wipe cleared surfaces	1 Day
Sweep and spot mop hard floor surfaces	3 Days
Thoroughly sweep and mop all hard floor surfaces	2 Days
Spot vacuum carpeted areas	3 Days
Thoroughly vacuum carpeted areas	2 Days
Thoroughly vacuum all rugs	5 Days
Empty trash containers and replace liner	5 Days
<b>Main Aisles and Toddler Areas</b>	<b>5x Weekly</b>
<u>Task Description</u>	<u>Service Days</u>
High and low dusting of furniture, baseboards, and wall hangings	1 Day
Wipe cleared surfaces including desks	2 Days
Sweep and spot mop hard floor surfaces	4 Days
Thoroughly sweep and mop all hard floor surfaces	1 Day
Spot vacuum carpeted areas	4 Days
Thoroughly vacuum carpeted areas	1 Day
Thoroughly vacuum rugs	2 Days
Empty trash containers and replace liner	5 Days
Note: Clean toddler restroom according to restroom scope	5 Days
<b>Kids Fortress</b>	<b>5x Days</b>
<u>Task Description</u>	<u>Service Days</u>
Wipe tables and counters	5 Days
Sweep and spot mop hard floor surfaces	4 Days
Thoroughly sweep and mop all hard floor surfaces	1 Day
Thoroughly vacuum rugs	2 Day
Empty trash containers and replace liner	5 Days
<b>Main Areas (History, Literacy Hall, etc.) Divided into 5 Sectio</b>	<b>1 Section per Day</b>
<u>Task Description</u>	<u>Service Days</u>
High and low dusting of furniture, baseboards, windowsills, and shelving	1 Day
Spot vacuum carpeted areas	1 Day
Thoroughly vacuum carpeted areas	1 Day
Empty trash containers and replace liner	5 Days
<b>Meeting Rooms 1<sup>st</sup> Floor Conference Rooms Admin Hall</b>	<b>2x Weekly</b>
<u>Task Description</u>	<u>Service Days</u>
Clean door glass	2 Days
High and low dusting of furniture, baseboards, and wall hangings	1 Day
Wipe table and organize seating	2 Days
Spot vacuum carpeted areas	Tues
Thoroughly vacuum carpeted areas	Fri
Empty trash containers and replace liner	2 Days
Note: Clean the kitchen in the meeting room in literacy hall according to kitchen scope	2 Days
<b>Stairs/Elevator</b>	
<u>Task Description</u>	<u>Service Days</u>
Sweep Stairs	2 Days
Sweep and mop stairs	2x Monthly
High and low dusting	1 Day
Disinfect handrails	1 Day
Polish stainless	2 Days
Disinfect elevator buttons	5 Days



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### Customer Information

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Contact Info: Mitch Lucas

Cell 918-440-1317

Email: [mblucas@cityofbartlesville.org](mailto:mblucas@cityofbartlesville.org)

Mop Closet Location:

Dumpster Location:

City Hall Sq/Ft: 11,817 + 13 Restrooms    Library Sq/Ft:21,572 + 8 Restrooms

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### Notes

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### Contact Information

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Bartlesville Operations Manager: Adriana Bazan

Cell: 562-619-7493

Email: [adriana@multiclean1.com](mailto:adriana@multiclean1.com)

Operations Contact Info: Raul Castro Director of Operations

Cell: 918-809-4070

Email: [raul@multiclean1.com](mailto:raul@multiclean1.com)

Sales/Marketing Contact Info: Clyde Frazier

Cell: 918-644-0226

Email: [clyde@multiclean1.com](mailto:clyde@multiclean1.com)

Corporate Contact Info: Nina Young General Manager

Office: 918-523-8300

Email: [ninayoung@multiclean1.com](mailto:ninayoung@multiclean1.com)





## **Janitorial Service Job Specifications Amplified**

### **Noted Details**

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- Dusting includes all horizontal surfaces, corners, wall hangings, baseboards, windowsills, air vents, blinds...etc.
- **Sweep and spot mop defined:** Every night the hard flooring will be swept. Spot mopping includes but not limited to: spills, spots, footprints, stains, and high traffic areas.
- **Spot Vacuum defined:** vacuuming of paper/small litter, footprints, dusty traffic patterns, entries, etc.
- Door glass will be cleaned free of fingerprints and smudges.
- With any service discrepancies, a determination concerning any areas not specified on this scope will be made wither it is implied in the scope or needs to be added. Any additions may have an investment adjustment.

### **Deep Clean Option**

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**The purpose of a Deep Clean is to bring the cleanliness of the buildings to a desired maintenance cleaning level.**

Deep Clean Includes but not limited to: Heavy dusting/Thorough sweeping and mopping/Thorough vacuuming/Thorough cleaning and disinfecting of the restrooms.





## **ADDITIONAL SERVICES**

### Carpet Cleaning Services

We utilize truck mounted carpet cleaning units that clean the carpets with deep steam. These professional services are offered to our entire customer base. We are IICRC certified in Carpet Cleaning.



### Floor Care Services

Whether you need your floors scrubbed, stripped and waxed or simply buffed, we are here to help. Our waxes use the highest quality polymers to protect and shine your floors. We also use high speed buffers to enhance the deep shine, keep your floors safe and improve the overall image of your facility.



### Window Cleaning Services

We offer both interior and exterior window cleaning services for any sized window at competitive rates.



### Disinfecting Services



We have teams ready to disinfect and sanitize your work area with intentional focus on your high-touch areas. Choose our Wipe-Down service or our Electrostatic Fogging option.



### Supply Services

Never run out of supplies again. Multi-Clean can track, order, deliver and stock your consumable supplies for you. We sell both standard and premium paper towels, toilet tissue, trash liners, hand soaps and many other popular items.





### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sawyer-Phillips Insurance 6656 S Sheridan Rd #220 Tulsa OK 74133		<b>CONTACT NAME:</b> Mandy Dooley <b>PHONE (A/C, No, Ext):</b> 9187944000 <b>FAX (A/C, No):</b> <b>EMAIL ADDRESS:</b> mandy@sawyerphillips.com	
<b>INSURED</b> Thomas & Associates, Inc. Alfa Multi-Clean Cleaning Service 5474 S 129th E Ave Tulsa OK 74134		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> SENTINEL INS CO LTD NAIC # 11000 <b>INSURER B:</b> Progressive Northern Ins 38628 <b>INSURER C:</b> AmTrust 15954 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: REV. ION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED BELOW IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	INSURANCE INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC OTHER:			38SB AVL1970	08/15/2020	08/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMPOUND \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			012255	10/07/2020	10/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LAB EXCESS LAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/VEHICLE EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS			2871254	02/01/2020	2/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS (VEHICLES (ACORD 101, Additional Remarks Schedule), may be attached if more space is required)							

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Mandy Dooley
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## **References**

### **Sapulpa Police Department**

20 North Walnut Street  
Sapulpa, Oklahoma 74066  
Chris Jeffries  
918-227-5100

### **Utica Park Clinic**

1501 North Florence Ave.  
Claremore, Oklahoma 74017  
Angie Hess  
918-343-8509

### **Ameristar Perimeter Security ASSA ABLOY**

1555 N. Mingo Road  
Tulsa, OK 74116  
Erica Mills  
918-949-0776

### **Greenheck Group**

3010 North David Patrick Ave.  
Tulsa, Oklahoma 74116  
Chris Weston  
539-900-8581

### **Coffeyville Refinery**

808 East New  
Coffeyville, KS 67337  
Trish Williams  
620-252-4601

**General**

Multi-Clean agrees to provide all labor, supervision, material and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications in this proposal. Multi-Clean agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon. **The client** agrees that during the term of this agreement and within one year after termination of this agreement, will not employ directly or indirectly any employees, agent representatives, or former employees of Multi-Clean.

**Equipment & Supplies**

Multi-Clean will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary. Customer understands that boxes and other items set for removal be marked as "TRASH" and boxes must be broken down in order to be discarded. Multi-Clean will maintain equipment and storage area conditions in a safe and organize manner. Multi-Clean will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location. Multi-Clean will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc. Multi-Clean will provide an up-to-date and current list of all chemicals and SDS sheets. Customer will furnish all consumable products inclusive of but not limited to: toilet tissue, paper towels, trash liners and had soap. **If for some reason large trash liners are not available, on the scheduled date to clean, Multi-Clean will furnish several rolls and bill accordingly.** These items can be purchased through Multi-Clean Additional Services.

**Insurance**

Multi-Clean will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Worker's Compensation
- Property Damage
- Sample Certificate of Insurance included

**Invoicing**

All invoicing will be itemized according to monthly work or for special tasks. Invoices go out the first week of each month. Multi-Clean payment terms are NET15 (negotiable). A finance charge of 1.5% per month (minimum \$15) may be assessed on all delinquent accounts. In the event of non-payment for more than 60 days, Multi-Clean may terminate this agreement without notice. In addition to any other rights Multi-Clean may have, Multi-Clean is entitled to all costs of collection, including attorney fees, paralegal fees, collection agency fees, that Multi-Clean incurs to collect any outstanding invoice amount that is past due.

**Cancellation**

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

**Service Schedule**

Cleaning service operations outlined in this comprehensive program will be performed 5 days per week in accordance with this agreement after business operating hours with an agreed upon start date of 12/09/2024. The cleaning crew will observe holidays observed by the customer. Multi-Clean agrees to provide janitorial service in the areas designated in the Scope-of-Work outlined in this agreement.

**Monthly Investment**

* Professional Janitorial Service Program 5X Weekly.....	\$7,386.00 per month *
Professional Janitorial Deep Clean Option.....	\$1,660.00 1X
Porter Option for Library with Nightly Janitorial in City Hall.....	\$7,339.00 per month

**Agreement**

This Agreement ("this Agreement") is made and entered into as of 12/02, 2024, by and between **Multi-Clean Cleaning Services**, with its principle place of business located at **5874 S 129<sup>th</sup> East Ave, Tulsa OK 74134** and **City of Bartlesville** with its principle place of business located at **401 South Johnstone Avenue, Bartlesville, OK 74003**.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as the date and year written above.

**Multi-Clean Cleaning Services:**

Signature: Nina Young

Printed Name: Nina Young

Title: General Manager

**City of Bartlesville:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## BARTLESVILLE NEXT PROGRESS REPORT - NOVEMBER 2024

FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE						
Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.						
1		Investigate programs to recruit non-traditional employees and within schools.	HR	10/23	100%	
2		Within six months of adoption of Strategic plan, investigate potential vacation buyback program.	HR	10/23	100%	
3		Implement a job swap program for employees.	HR	10/23	100%	
4		Hold employee appreciation luncheons twice yearly.	HR	07/24	100%	
5		Investigate ways to implement a flex-hours or work from home program for applicable employees.	HR	04/24	100%	
Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process,						
1		Develop a committee to research best practices and accreditation programs.	Admin	10/23	100%	Committee has met and is gathering data.
2		Develop and implement a performance and reward-based evaluation process for general employees by July 1, 2023 with intent to negotiate this process for uniformed groups in the future.	HR	07/23	100%	
3		Re-evaluate 311 and Enterprise Asset Management (E.A.M.) to determine how we can integrate these systems into our operating departments.	IT	04/24	100%	Selected alternative solutions due to usability issues with 311 and EAM.
4		Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.	CCO	03/25	80%	Polishing final version and preparing to train staff. Rollout slightly delayed.
Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.						
1		Create and publish annual digital report on overall City and departmental achievements, progress, and goals. Summary of report to be circulated in utility bill.	Admin	09/24	100%	Changed the date to match up with our fiscal year. Original completion date was 4/24.
2		Create and distribute an annual survey to obtain citizen feedback and requests for all City departments. Individual departments may also be surveyed individually as part of a larger survey plan.	Admin	04/24	90%	Began Polco implementation
3		Create and distribute survey for employees to rate their department and the City as an overall employer by July 1, 2023.	HR	07/23	100%	
4		Develop feedback cards for golf course, library and other City services as appropriate.	Admin	10/23	100%	
5		Continue to enhance, improve, and promote City Beat and grow subscription base by 10%.	CCO	04/24	100%	
Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.						
1		Develop and adopt formal policies pertaining to:				
a		Formal debt policy based on GFOA authoritative guidance.	A&F	10/23	100%	



## BARTLESVILLE NEXT PROGRESS REPORT - NOVEMBER 2024

b	Formal policy requiring that utility rate studies be conducted at least every 5 years and requiring Council to utilize periodic rate studies to adopt multiyear rate plans.	A&F	10/23	100%	
c	Formal capital planning policy requiring that a 5-year Capital Improvement Plan (CIP) be prepared by Staff and adopted by the City Council concurrently with the budget every year.	A&F	10/23	100%	
2	Future budgets should include 5-year projections of revenue and expenditures for major operating funds to assist the Council and Staff in better planning for the future.	A&F	07/25	35%	Will contact Crawford & Assoc. If they are unable to provide service, then implementation may be delayed.
3	City Council will adopt a City Council Handbook that will help to guide current and future City Councils. City Manager will work with Mayor to schedule a Council workshop to discuss this item within one year of adoption of Strategic Plan.	Admin	04/24	100%	

### EFFECTIVE INFRASTRUCTURE NETWORK

#### Develop Asset Management Program for infrastructure.

1	The intent of the asset management program is to compile age, material, condition, and service life of the City's infrastructure (facilities, airport, streets, storm drain, wastewater, water, signals, signs, etc.) into ESRI's GIS software to aid in planning improvement priority and capital needs.	Eng			
a	Staff will determine what items need to be tracked, what data exists, and what data needs to be collected	Eng	10/23	100%	Software selected and implementation began.
b	Select consultant to collect and populate data into ESRI.	Eng			
i	Facilities, streets, storm drains, wastewater and water	Eng	10/24	85%	Most data collected but storm drain may require comprehensive study.
ii	Signs and signals	Eng	10/25	90%	Data collected but needs to be integrated.

#### Improve road conditions as captured by Pavement Condition Index (PCI).

1	Improve road conditions as captured by Pavement Condition Index (PCI).	Eng			
a	Complete PCI update currently under contract.	Eng	04/23	100%	
b	Once complete, develop several PCI score scenarios (maintain existing, desired PCI in 5 years and desired PCI in 10 years) with capital investment requirements – 6 months.	Eng	06/23	100%	

### ECONOMIC VITALITY

#### Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.

1	Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.).	Comm Dev			
a	Staff will develop an RFP to select a consultant.	Comm Dev	06/23	100%	



## BARTLESVILLE NEXT PROGRESS REPORT - NOVEMBER 2024

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

## BARTLESVILLE NEXT PROGRESS REPORT - NOVEMBER 2024

Ensure and maintain clean, bright, vibrant community spaces.						
1		Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc.	PW/PD			
	a	Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors	Pub Works	04/24	100%	10 of 10 bathrooms installed
	b	Police to respond to all calls at public restrooms generated by new systems	PD	04/24	100%	
	i	Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.	PD	04/24	100%	
2		Coordinate citizen volunteer efforts to supplement our maintenance efforts and to improve the appearance of our City. These could include periodic clean up days, adopt a mile programs, adopt a path programs, etc.	CD/PW	07/23	100%	KBB established.
	a	Staff to list and prioritize possible programs.	CD/PW	01/24	100%	
	b	Adopt formal policy for selected program(s).	CD/PW	04/24	100%	
	c	Advertise, promote, operate, and publicly report on the success of this program.	CD/PW	10/24	75%	
3		Establish Neighborhood Watch and Sentinel Program	PD	10/23	100%	
4		Finalize implementation of and launch Software 311 and City App	Comm Dev	04/24	100%	
5		Create a list of minimum maintenance intervals for our parks and rights-of-way.	Pub Works	07/23	100%	
EMERGING ISSUES						
Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others						
1		Child Care:	Admin			
	a	Collaborate with local groups to help find solutions to the local child care shortage.	Admin	04/24	100%	New task force established and meeting regularly.
	b	Help advocate for reform of child care regulations that act as barriers to new facilities.	Admin		100%	Proposed regulations will be presented to Council on 10/7/24
2		Housing:	Comm Dev			
	a	Evaluate local housing supply and demand to determine gaps in local housing stock by price level.	Comm Dev	04/24	100%	
3		Homelessness:	PD			
	a	Collaborate with local groups seeking to reduce homelessness including "United Way" and "B the Light".	Admin/CD	04/24	100%	
	b	Review existing laws and enforcement policies and retrain police officers to better handle crimes committed by the homeless.	Admin/PD	04/24	100%	
	c	Utilize the mental health team data from PD to better understand our homeless population, how many homeless are in Bartlesville, and why they are here.	Admin/PD	04/24	100%	

**RESOLUTION NO. 3161**

**A RESOLUTION ESTABLISHING A FORMAT AND RULES OF ORDER FOR THE CONDUCT OF CITY COUNCIL MEETINGS AND REPEALING CONFLICTING RESOLUTIONS.**

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**WHEREAS**, the Charter of the City of Bartlesville requires that the Council adopt a written policy determining its own rules of procedure subject to the governing laws of the State of Oklahoma and the United States of America.

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

The City Council meetings of the City of Bartlesville shall be conducted in accordance with the following rules and meeting format:

**Section 1. Format of Meeting**

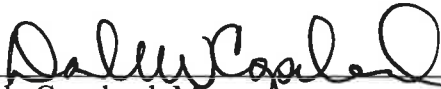
- A. The Chairman/Mayor shall preserve order and decorum at Council meetings.
- B. Council meetings will be televised unless held in a location without normally available technical support, or in a workshop meeting where no action is planned.
- C. Public comment, titled "Citizens to be Heard", will be received at all Council meetings excepting where the Council is the subordinate meeting.
  - 1. Public comment shall be limited to citizens of Bartlesville or those residing within 10 miles of Bartlesville City Hall.
  - 2. Individuals who wish to address the Council shall sign in prior to the start of the meeting, indicating their name and residential address.
  - 3. Public comment will be received prior to the first agenda action item.
  - 4. Each individual wishing to make public comment will be limited to three (3) minutes for their presentation, with a total of fifteen (15) minutes for the entire public comment portion unless extended by the Mayor or a majority of the Council.
  - 5. When called upon by the Chairman/Mayor, individuals will come forward to the podium and state their name. Time permitting, persons who did not sign in will be recognized after everyone who has signed in has spoken and will state their name and residential address.
- D. The Mayor or a majority of the Council may open up a specific agenda item for public comment. The public comment will be limited to five (5) total minutes unless extended by the Mayor or a majority of the council and will be specific to the specific agenda item.
  - 1. Public comment shall be limited to citizens of Bartlesville or those residing within 10 miles of Bartlesville City Hall.
  - 2. When called upon by the Chairman/Mayor, individuals will come forward to the podium and state their name and residential address.
- E. Any person, during the course of a Council meeting, who engages in behavior that disrupts the meeting or speaker will be asked to leave by the Chairman/Mayor. If said person refuses to leave, they may be subject to removal.


**Section 2. Rules of Order**

- A. All council meetings will be managed by "Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21's Century". In case of any conflict, Section 1 of this resolution will take precedence. See attached Rules of Order.
- B. Council members will recuse themselves from any agenda item for conflicts of interest as defined in the city's Ethics Policy.
- C. All votes will be tallied in accordance with the Oklahoma Open Meetings Act.
- D. No council action will be nullified by any unintentional parliamentary or format violation or oversight.

**Section 3.** All previous resolutions regarding the Council rules of conduct are hereby repealed.

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5<sup>TH</sup> DAY OF DECEMBER, 2022.**

  
\_\_\_\_\_  
Dale Copeland, Mayor  
City of Bartlesville

  
\_\_\_\_\_  
City Clerk  
City of Bartlesville



*Rosenberg's Rules of Order:*  
Simple Parliamentary  
Procedures for the 21st Century





## MISSION:

*To restore and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.*

## VISION:

*To be recognized and respected as the leading advocate for the common interests of California cities.*



### About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes *Western City* magazine.

### About *Western City* Magazine

*Western City* is the League of California Cities' monthly magazine. *Western City* provides lively, interdisciplinary analyses of issues affecting local governance. Its goal is to offer immediately practical ideas, information and bigger-picture policy issues and trends. For more information, visit [www.westerncity.com](http://www.westerncity.com).

"Rosenberg's Rules of Order" first appeared in *Western City* magazine in August and September 2003.

### About the Author

Dave Rosenberg is an elected county supervisor representing the 4th District in Yolo County. He also serves as director of community and intergovernmental relations, director of operations, and senior advisor to the governor of California. He has served as a member and chair of numerous state and local boards, both appointed and elected, and also served on the Davis City Council for 12 years, including two terms as mayor. He has taught classes on parliamentary procedure and has served as parliamentarian for large and small governing bodies. In the fall of 2003, Gov. Davis appointed Rosenberg as a judge of the Yolo County Superior Court.

# Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

by Dave Rosenberg

**T**he rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that hasn't always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules, *Robert's Rules of Order*, which are embodied in a small but complex book. Virtually no one I know has actually read this book cover to cover.

Worse yet, the book was written for another time and purpose. If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook. On the other hand, if you're running a meeting of a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order. Hence, the birth of "Rosenberg's Rules of Order."

This publication covers the rules of parliamentary procedure based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified and slimmed down for 21st century meetings, yet they retain the basic tenets of order to which we are accustomed.

"Rosenberg's Rules of Order" are supported by the following four principles:

1. **Rules should establish order.** The first purpose of the rules of parliamentary procedure is to establish a

framework for the orderly conduct of meetings.

2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. **Rules should be user-friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

## The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct. The chair should be well versed in those

rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does *not* mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

## The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, published agenda; informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the chair in the following basic format.

**First**, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

**Second**, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body,

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There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire to move on.

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a staff person, or a committee chair charged with providing information about the agenda item.

**Third**, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

**Fourth**, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

**Fifth**, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

**Sixth**, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

**Seventh**, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

**Eighth**, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

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**Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.**

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**Ninth**, the chair takes a vote. Simply asking for the "ayes" and then the "nays" is normally sufficient. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise or unless a super-majority is required (as delineated later in these rules), a simple majority determines whether the motion passes or is defeated.

**Tenth**, the chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days' notice for all future meetings of this governing body."

#### **Motions in General**

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member's desired approach with the words: "I move ..." A typical motion might be: "I move that we give 10 days' notice in the future for all our meetings."

The chair usually initiates the motion by:

1. Inviting the members to make a motion: "A motion at this time would be in order."

2. Suggesting a motion to the members: "A motion would be in order that we give 10-days' notice in the future for all our meetings."
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

#### **The Three Basic Motions**

Three motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."
2. **The motion to amend.** If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.



**3. The substitute motion.** If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would "move a substitute motion." A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way.

A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it.

The decision as to whether a motion is really a motion to amend or a substitute motion is left to the chair. So that if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair's designation governs.

### When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the *first* vote should be on the *last* motion made. So, for example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows.

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passes*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) *failed*, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend.

If the substitute motion failed, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would now move to consider the main motion (the first motion) as *amended*. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

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## The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

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Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

### To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are *not* debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

**A motion to adjourn.** This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

**A motion to recess.** This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

### A motion to fix the time to adjourn.

This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

**A motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to

be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

**A motion to limit debate.** The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call for the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the

the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

**Motion to limit debate.** Whether a member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

**Motion to close nominations.** When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds vote to pass.

pend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

### The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted *in the majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted *in the minority* seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

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## If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook.

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motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

### Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means

**Motion to object to the consideration of a question.** Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

**Motion to suspend the rules.** This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to sus-

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

### Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every

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It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus.

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lege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

**Order.** The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order

**Withdraw a motion.** During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

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Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

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speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

**Privilege.** The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privi-

lege relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

**Appeal.** If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

**Call for orders of the day.** This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

### Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

**Rule One:** Tell the public what the body will be doing.

**Rule Two:** Keep the public informed while the body is doing it.

**Rule Three:** When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy. ■



SKU 1533


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 This publication is printed  
on recycled paper.

**RESOLUTION 3226****A CODE OF ETHICS APPLICABLE TO ALL ELECTED OFFICIALS, EMPLOYEES AND MEMBERS OF BOARDS, TRUSTS, COMMITTEES AND AUTHORITIES FOR THE CITY OF BARTLESVILLE PURSUANT TO ARTICLE 2, SECTION 13 OF THE BARTLESVILLE CITY CHARTER.**

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**WHEREAS**, a Code of Ethics spells out ethical standards of conduct intended to foster public trust and promote confidence in the integrity of government by avoiding the appearance of self-interest, personal gain, or benefit; and

**WHEREAS**, a Code of Ethics establishes guidelines to insure that City elected officials or employees, and members of boards, trusts, committees and authorities (a) act impartially, responsibly and independently, (b) make decisions and policies through proper channels of City governmental structure, and (c) serve the public interest rather than some private interest; and

**WHEREAS**, by enacting a Code of Ethics, the City recognizes that certain responsibilities accompany public office or public position. These responsibilities address the need for City official or employees, and appointees to discharge their duties in the public interest, uphold the U.S. and State Constitutions, and carry out the laws of the nation, state, and municipality with impartiality and fairness and without regard to their private interests; and

**WHEREAS**, the Amended Charter of the City of Bartlesville requires the adoption of a written Code of Ethics within 60 days of the ratification of the Amended Charter; and

**WHEREAS**, the Bartlesville City Council expresses its gratitude to the city of Madison, Wisconsin and CityEthics.org for allowing literal and verbatim use of sections of the Madison Ethics Code Simplified and the Model Ethics Code, respectively, in the creation of the Bartlesville Code of Ethics.

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

It shall be incumbent upon all elected official or employees, and members of boards, trusts committees and authorities for the City of Bartlesville, referred to from here on as “official or employees,” to discharge their duties with strict adherence to the Bartlesville Code of Ethics as presented.

## **BARTLESVILLE CODE OF ETHICS**

### **1. Conflict of Interest.**

- a. An official or employee may not use his/her position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows, or has a reason to believe, may result in personal or financial benefit, not shared with a substantial segment of the city's population, for any of the following persons or entities (no group of government employees may be considered "a substantial segment" for the purposes of this provision):
  1. himself or herself;
  2. a member of his or her household, including a domestic partner and his or her dependents, or the employer or business of any of these people;
  3. a sibling or step-sibling, step-child, parent or step-parent, niece or nephew, uncle or aunt, or grandparent or grandchild of either himself or herself, or of his or her spouse or domestic partner;
  4. an outside employer or business of his or hers, or of his or her spouse or domestic partner;
  5. a customer or client;
  6. a person or entity from whom the official or employee has received an election campaign contribution of more than \$200 in the aggregate during the past election cycle (this amount includes contributions from a person's immediate family or business);
  7. a substantial debtor or creditor of his or hers, or of his or her spouse or domestic partner; or
  8. a nongovernmental civic group, union, social, charitable, or religious organization of which he or she (or his or her spouse or domestic partner) is an officer, director or board member.
- b. It is a violation of this code for an official or employee to, within two years of entering city employment or service, award a contract or participate in a matter benefiting a person or entity that formerly employed him or her.

### **2. Legislators Employed by City**

A member of the legislative body has a conflict of interest with respect to any labor contract to which he or she, or a member of his or her household, may be a party, and with respect to an appropriation to any city department or agency through which he or she, or a member of his or her household, is employed.

### **3. Recusal from Participation**

- a. An official or employee must refrain from acting on or discussing, formally or informally, a matter before the city, if acting on the matter, or failing to act on the matter, may personally or financially benefit any of the persons or entities listed in subsection 1 of this section.
- b. An official or employee must refrain from acting or discussing, formally or informally, a matter involving a person who appointed or recommended him or

her for that position, if he or she is aware of such appointment or recommendation.

- c. If a board or agency member is requested to recuse from participation in a matter, for the reason that he or she has a conflict of interest, by
  - 1. another member,
  - 2. a party to the current matter, or
  - 3. anyone else who may be affected by a decision relating to this matter, the member must decide whether to recuse him or herself.
- d. Recusal at a meeting requires the public announcement, on the record and to be reflected in the minutes, of the reason for recusal if the reason is set forth in this section. The recusal should be marked as a “recusal” in the minutes.
- e. Rule of Necessity: If and only if recusal would leave a board with less than a quorum capable of acting, members must disclose their conflicts on the public record to be reflected in the minutes, but they may then vote. If an official or employee is the only person authorized by law to act, the official or employee must disclose the nature and circumstances of the conflict.

**4. Gifts**

The Code states that no official or employee may solicit or accept (directly or indirectly) anything of value that could reasonably be expected to influence a vote, official or employee action, or judgment or be considered a reward for any official or employee action or inaction.

**5. Preferential Treatment**

An official or employee may not, directly or indirectly, in a positive or negative sense, treat anyone, including himself and his family, preferentially, that is, other than in a manner generally accorded to city residents.

**6. Confidential Information**

An official or employee, a former official or employee, a contractor or a consultant may not use confidential information, obtained formally or informally as part of his or her work for the city or due to his or her position with the city, to further his or her own or any other person or entity's personal or financial interests.

**7. Political Activities**

- a. An official or employee, or municipal candidate may not knowingly request, or authorize anyone else to request, that any subordinate or potential future subordinate participate in an election campaign or make a political contribution. Nor may he or she engage in any political activity while on duty for the city, with the use of city funds, supplies, vehicles, or facilities, or during any period of time during which he or she is normally expected to perform services for the city, for which compensation is paid.

(Note that this code does not restrict voluntary political contributions or political activity by any official or employee or employee.)

**8. Patronage**

No official or employee may promise an appointment or the use of his or her influence to obtain an appointment to any position as a reward for any political activity or contribution.

**9. Falsely Impugning Reputation**

An official or employee may not falsely impugn the reputation of a city resident. If an official or employee believes his or her accusation to be true, and then learns that it was false, even in part, he or she should apologize in the same forum the accusations were made. A failure to so apologize within a reasonable period of time after learning of the falseness of the accusations will create the presumption that the conduct was fully intentional.

**10. Honesty in Applications for Positions**

No person seeking to become an official or employee or consultant or contractor may make any false statement, submit any false document, or knowingly withhold information about wrongdoing in connection with employment by or service for the city.

**11. Whistle-Blower Protection.**

Neither the city nor any person, including official or employees, may take or threaten to take, directly or indirectly, official or employee or personal action, including but not limited to discharge, discipline, personal attack, harassment, intimidation, or change in job, salary, or responsibilities, against any official or employee, employee, or other person (or against any member of their family) because that person, or a person acting on his or her behalf, reports, verbally or in writing regarding an alleged violation of this code. The provisions of this section are not applicable when the complainant, witness, or reporter of a violation made accusations or other statements that were malicious and false. A violation of this section is a violation of this code.

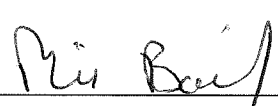
APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 22 DAY OF FEBRUARY, 2011.



Mayor



Attest:



City Clerk



**CITY OF BARTLESVILLE  
AUTHORITIES, BOARDS, COMMISSIONS, COMMITTEES AND CITY COUNCIL**

<p>A-Advisor VM-Voting Member</p>
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	<u>STAFF</u>	<u>COUNCIL REP.</u>
1. Adams Municipal Golf Course Operating Committee- 6 members..... 1 <sup>st</sup> Tues. of every other month at 6:00 p.m. in the Adams Clubhouse	Benedict (A)	Dorsey (VM)
2. Adult Center Trust Authority – 7 members..... Meetings as needed at the 55+ Activity Center	Bailey (A)	
i. 55+ Activity Center Board of Director- 10 members..... 3 <sup>rd</sup> Thursday of each month at 9 a.m. at the Activity Center	Bailey (A)	
3. Ambulance Commission – 4 members..... Meetings as needed – City Hall	Call & Ickleberry (A)	
4. Bartlesville Convention & Visitors Bureau (Visitors, Inc.)- 12 members (A) 3 <sup>rd</sup> Tuesday each month at noon at the Depot.	BCVB Pres. Gus(A)	Dorsey & Roszel
5. Bartlesville Development Authority – 5 members..... 4 <sup>th</sup> Wed. of each month at 8 a.m. at the Depot, Silas Conference Room	BDA Pres. Wood	Copeland & Curd (A)
6. Bartlesville Redevelopment Trust Authority – 6 members..... 4 <sup>th</sup> Wed. of each month at 3:30 in Council Chambers at City Hall	BRTA Pres. Wilson (A) Bailey (A)	Roszel (VM)
7. Bartlesville Film Authority – 5 members..... Meetings as needed / 2 <sup>nd</sup> Monday of the month 1:30 p.m.	Sanders (VM)	Curd (VM)
8. Board of Adjustment – 5 members..... 4 <sup>th</sup> Thursday of each month at 5 p.m. in Council Chambers at City Hall	Curtis & Collins(A)	
9. City Council-5 members..... 1 <sup>st</sup> Monday of each month at 7 p.m. in Council Chambers at City Hall	Bailey (A)	Full Council (VM)
i. Bartlesville Education Authority-Council Members.....	Bailey (A)	Full Council (VM)
ii. Bartlesville Municipal Authority – Council Members.....	Bailey (A)	Full Council (VM)
iii. City/County Emergency Management Council – 8 members..... i., ii., and iii. Meet as needed	Bailey (A)	Full Council (VM)
10. City Planning Commission –7 members..... 4 <sup>th</sup> Tuesday of each month at 5:30 p.m. in Council Chambers at City Hall	Curtis (A)	Schipper (VM)
11. Community Center Trust Authority – 10 members..... Meet once a quarter at 8 a.m. at the Community Center (CCTA has subcommittees that meet as needed)	Bailey (A)	Copeland (VM)
12. Construction and Fire Code Appeals Board – 5 members..... Meet as needed.	Yankovich & Call (A)	
13. Downtown Landscape Task Force – 8 members..... Meet as needed	Siemers & Robinson (VM)	Curd & Schipper (VM)
14. Employee Advisory Committee-12 members..... 2 <sup>nd</sup> Wed. of each month at 9 a.m. in the 2 <sup>nd</sup> fl. Conf. Room at City Hall	Bailey (A)	

15. History Museum Trust Authority – 9 members..... Roberson (A) **Schipper** (VM)  
Meet once a quarter Jan. April, July and Oct on 4<sup>th</sup> Wed. at 9:15 a.m.  
in the Museum Conference Room 5<sup>th</sup> floor City Hall
16. Keep Bartlesville Beautiful – 7 members..... Curtis (A) **Schipper** (VM)  
Meet monthly 4<sup>th</sup> Tuesday at noon
17. Library Board – 8 members..... Roberson (A)  
2<sup>nd</sup> Tuesday Bi-Monthly at 4:30 p.m. in the Library.
18. Library Trust Authority – 8 members..... Roberson (A) **Roszel** (VM)  
Meet twice a year and as needed.
19. Park Board - 6 members..... Curtis, Henry, Robinson (A) Curd (VM)  
3<sup>rd</sup> Thursday of each month at 12:00 p.m. in 1<sup>st</sup> fl. Conf. Room
  - i. Tree Sub-Committee of the Park Board – 5 members..... Curtis & Robinson (A)  
2<sup>nd</sup> Thursday of each month, excluding June, July and August, at 12 p.m. at City Hall
20. Sewer System Improvements Oversight Committee – 7 members..... Bailey, Lauritsen (A) Dorsey (VM)  
2<sup>nd</sup> Monday of each month at 4 p.m. in 1<sup>st</sup> fl. Conf. Room at City Hall.
21. Street and Traffic Committee – 7 members..... Call, Henry, Ickleberry (A) **Roszel** (A)  
2<sup>nd</sup> Thursday of each month at noon in 1<sup>st</sup> fl. Conf. Room
22. Tax Incentive District Review committee – 9 members..... Curtis (A) **Schipper** (VM)  
Meet as needed.
23. Tower Green Design Committee – 7 members..... Curtis(A) **Schipper** & Curd (VM)  
Meet as Needed
24. Transportation Committee – 5 members..... Curtis(A) Siemers (A) Muninger (A) **Schipper** & Dorsey (VM)  
Meet as Needed
25. Unsheltered Homeless Task Force – 14 (13 voting 1 non-voting(City Mgr) Bailey or designee (A) **Schipper** (VM)  
Meet as needed. Term shall be for six months.
26. Water Resources Committee – 17 members .....Bailey (VM) & Lauritsen (A) **Copeland & Schipper** (VM)  
Meet as needed.
27. White Rose Cemetery Board – 9 members..... Henry (A)  
Meetings are held in odd months, 4<sup>th</sup> Thursday at 9:15 a.m.  
at the White Rose Cemetery Office

November 2024