



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

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

**Tuesday, December 14, 2021  
12:00 p.m.**

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

**AGENDA**

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. Invocation.**
- 4. Citizens to be heard.**
- 5. Discuss and take possible action to award Bid No. 2021-2022-007 For Clean Water Effluent Reuse Pipeline and Outfall Cascade. Presented by Mr. Dorsey.**
- 6. Consideration and possible action to approve a Memorandum of Understanding (MOU) between the First Christian Church and the City of Bartlesville for a lease and possible donation of the Church facility to the City of Bartlesville. Presented by Vice Mayor Jim Curd, Jr.**
- 7. Recess meeting in order to move into the First Floor Conference Room for the workshop portion of the meeting.**
- 8. OMAG Recognition Training. Presented by Bill Tackett, ARM, Director of Strategic Initiatives.**
- 9. Adjournment.**

**The Notice of Meeting and Agenda was received and filed in the Office of the City Clerk, 401 S. Johnstone Ave., Bartlesville, Oklahoma, at 11:00 a.m. on Friday, December 10, 2021 and posted in prominent public view at City Hall at 11:30 a.m.**

*Jason Muninger*  
**Jason Muninger, CFO/City Clerk**

*/s/ Elaine Banes*  
**by Elaine Banes, Deputy City Clerk**

\*City of Bartlesville Webcast of meeting: <https://www.cityofbartlesville.org/city-government/city-council/webcast/> and Channel 56 on Sparklight.

**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.

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

Discuss and take action on the award of a construction contract for the Effluent Reuse Pipeline and Outfall Cascade, presented by Trevor Dorsey.

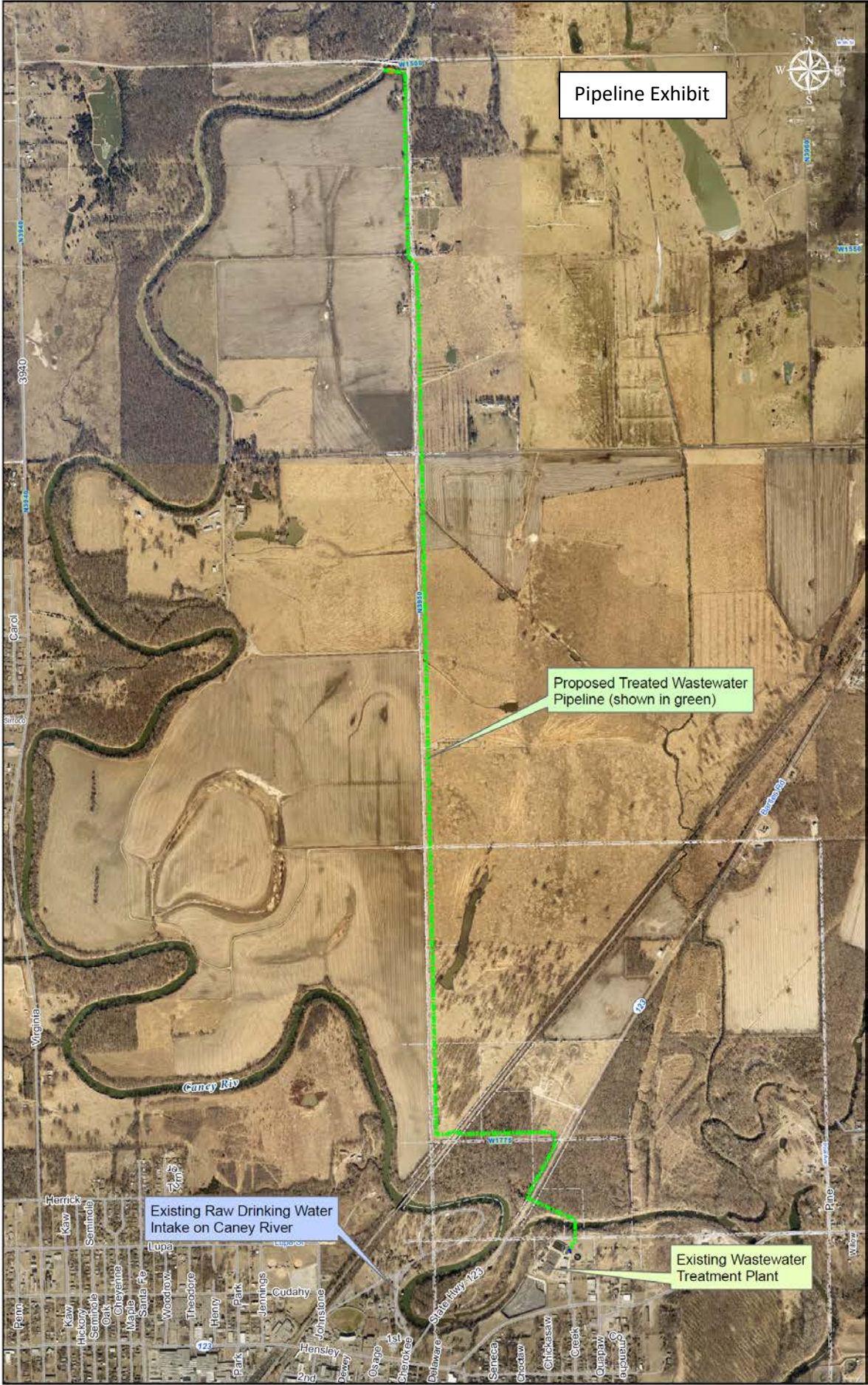
*Budget and Source of Funds:*

\$750,000 – Bureau of Reclamation (BOR) Grant

\$8,220,000 – OWRB Financing

**II. STAFF COMMENTS AND ANALYSIS**

One of the capital projects approved last fiscal year is to construct a pump station and pipeline to facilitate water reuse by pumping treated wastewater from the wastewater treatment plant to the Caney River, just south of CR 1500, to augment the river flow for long-term water supply. An exhibit showing the pipeline route is shown on the following page. The project will install 3.75 miles of 18 inch pipeline and have the capacity to convey 4.1 million gallons of water per day.



Pipeline Exhibit

Proposed Treated Wastewater Pipeline (shown in green)

Existing Raw Drinking Water Intake on Caney River

Existing Wastewater Treatment Plant

In addition to advertising the project in the local newspaper, E-Plan Bidding, Dodge Reports, The Blue Book Building & Construction, and Southwest Construction News fifteen (15) bid invitations were mailed to local and regional contractors. Eleven (11) contractors picked up plans with seven (7) submitting bids, which were received on November 24<sup>th</sup> and summarized below.

<b>Contractor</b>	<b>Base Bid</b>	<b>Base Bid with Deductive Alternate</b>
Paragon Contractors/KSL Dirtworks (Bartlesville, OK)	\$4,035,505.00	No bid
Crossland Heavy Contractors (Tulsa, OK)	\$4,372,000.00	\$4,544,550.00
BRB Contractors (Topeka, KS)	\$4,546,660.00	\$4,465,110.00
Marsau Enterprises (Enid, OK)	\$4,898,278.24	\$5,160,278.24
McGuire Brothers Construction (Tulsa, OK)	\$5,529,250.00	\$5,529,250.00
*Tri-Star Utilities (Independence, KS)	\$5,580,780.00	\$4,986,560.00
Timco (Bristow, OK)	\$5,830,263.25	\$5,777,863.25

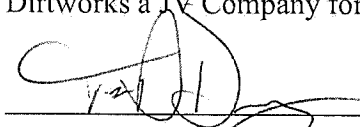
The bids were evaluated for addenda, OWRB forms, bid bonds, line item prices, and arithmetic. The bids had the necessary components. Arithmetic errors were discovered on Tri-Star Utilities bid, but those did not change the order of the three low bids. The contract was structured for a base bid and base bid with deductive alternate. The deductive alternate uses a different pipe material for the trenchless portions of the project. The budget for the pipeline project is \$6MM. The low bid was from Paragon/KSL (\$4,035,505.00) and is \$1,964,495 below the budgeted amount.

Paragon Contractors/KSL as a JV Company was established in 2020. KSL will perform the work utilizing their crews. KSL has the necessary technical capabilities, with Paragon providing the necessary financial capabilities to complete the project.

Tetra Tech, who is the Engineer on the project, has reviewed the bids and recommends award to Paragon Contractors/KSL Dirtworks.

**III. RECOMMENDED ACTION**

Staff recommends awarding the construction contract to Paragon Contractors/KSL  
Dirtworks a JV Company for \$4,035,505.

  
\_\_\_\_\_  
Council Member or Staff Member

12-9-21  
\_\_\_\_\_  
Date

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

Consideration and possible action to approve an MOU between the First Christian Church and the City of Bartlesville for a lease and possible donation of the church facility to the City of Bartlesville.

Attachments:

Redline MOU  
MOU

## **II. STAFF COMMENTS AND ANALYSIS**

The City of Bartlesville has been approached by the First Christian Church organization. They have offered to donate their facility to the City of Bartlesville. This presents a unique opportunity to ensure that the future use of this building is consistent with the adjacent cultural arts district that currently encompasses the Community Center, Tower Center at Unity Square, Price Tower, and the Bartlesville Public Library.

There are a number of potential uses for this facility including private, non-profit, and public uses. One possible public use is as a conference center. The City is preparing to issue an RFP for a conference center feasibility study, and the FCC church facility's location may make it an ideal candidate for a conversion into this type of facility. The MOU allows the City to control this facility at minimal cost as we explore Bartlesville's demand for conference center facilities.

The terms of the MOU allow the City to lease the facility until July 1, 2023. If at that time, we have not secured financing to convert the facility to a public use, then the lease will terminate, and FCC will donate the facility to a non-profit. The City will pay \$1 per year for the lease plus all operational and maintenance costs. Annual operating and maintenance costs are expected to be about \$50,000 and will be included in next year's budget. The lease will start on July 1, 2022.

At our last Council meeting, we did not act on this item, since there were still a few changes that needed to be made. We now believe that we have full agreement with FCC, and the resulting MOU is attached. A redline version is also attached to highlight the changes that were made.

Executing this MOU will give the City time to explore all options for this facility at a minimal cost. Please schedule this item for discussion and possible action at the next City Council meeting.

## **III. RECOMMENDED ACTION**

Approve MOU as presented.

FIRST CHRISTIAN CHURCH/CITY OF BARTLESVILLE  
MEMORANDUM OF UNDERSTANDING  
DECEMBER ~~4~~10, 2021

1. It is the intent of the parties for First Christian Church (Disciples of Christ) of Bartlesville, Inc. (hereinafter the “Church”) to transfer by quit claim deed all of its right, title and interest in and to the First Christian Church building located at 520 S. Osage Avenue, Bartlesville, Oklahoma which is more particularly described in Exhibit “A” attached hereto (hereinafter the “Subject Property”), and for the same to be accepted by the City of Bartlesville (hereinafter the “City”) subject to the terms and conditions hereinafter set forth.
2. City’s obligation to accept the property ~~is~~ and Church’s obligation to transfer the property are contingent on City securing adequate financing for the renovations to the Subject Property for use as a conference center by July 1, 2023 and upon the Subject Property satisfactorily passing all necessary inspections. City shall pay for said inspections.
3. City shall execute a month-to-month lease of the property from Church and agrees to maintain the Subject Property until the same is transferred to City or its lease is terminated as provided for herein. Upon satisfactory completion of terms and conditions of this Memorandum of Understanding, the Church will transfer ownership of the Subject Property to the City. City will assist with any documents of transfer/disclaimer of any interest in the property at such time.
  - a. City shall pay \$1 per year for the lease plus all operating and maintenance costs.
  - b. Lease term shall begin July 1, 2022.
  - c. During term of lease, City agrees to maintain the Subject Property to at least the minimum standards necessary to protect the property from unnecessary damage.
  - d. Lease may only be terminated upon mutual agreement of the parties, successful transfer of the Subject Property to the City, or if the conditions of section 2 are not met.
4. Church will conclude operations of the corporation on or before June 30, 2022.
5. Church shall execute a power of attorney, naming Drew Ihrig as its Attorney-in-Fact to act on behalf of Church for the purposes set forth herein. POA will give Drew Ihrig authority to convey property, on behalf of church, and after approval from the Christian Church (Disciples of Christ) in Oklahoma (“Oklahoma Region”), to ~~a designated 501c3 entity~~ the City; however, should said entity ~~or entities~~ refuse or if the conditions of Section 2 are not met, and after approval by the Oklahoma Region, Drew Ihrig shall convey the Subject Property to an alternative 501c3 organization. The Oklahoma Region shall evidence their approval by signing any document of conveyance.
6. To assist with the design for contemplated renovations of the Subject Property, City shall create a design committee for purposes of building out the building located on the Subject Property. City shall ~~strongly consider including~~ include at least one (1) former member of Church as part of the committee. Church will provide names and contact information for members who may serve on the committee.
7. Two existing columbaria in the Subject Property shall remain on the property and be maintained by City, so long as the City ~~owns~~ owns the Subject Property. In the event that the City later sells or conveys the property to an unrelated third party, City will relocate said columbaria to a suitable location. Additionally, City agrees to maintain an interfaith chapel within the Subject Property, housing the columbaria, so long as the City owns the said property and so long as permitted by applicable law.

8. To the extent possible, the words “First Christian Church” currently etched on the exterior of the building shall remain so long as it does not interfere with any structural modifications the City/~~architectural~~design committee is contemplating.
9. Stained glass windows: If the City finds it necessary to remove any stained-glass windows, the design committee, to the extent salvage is possible, shall make same available to former Church members.

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City of Bartlesville, Mayor

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First Christian Church

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City of Bartlesville, City Clerk

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First Christian Church

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City of Bartlesville, City Attorney

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First Christian Church



FIRST CHRISTIAN CHURCH/CITY OF BARTLESVILLE  
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