



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

## REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, April 1, 2024  
5:30 p.m.

Mayor Dale Copeland  
918-338-4282

### AGENDA

1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.
2. Roll call and establishment of a quorum.
3. The invocation will be provided by Pastor Stephen Carl, First Presbyterian Church.
4. Citizens to be heard.
5. **City Council Announcements and Proclamations.**
  - Donate Life Month – April 2024
  - Autism Awareness & Acceptance Month – April 2024
  - Child Abuse Prevention Month – April 2024
  - Civitan Awareness Month – April 2024
  - Heartland District of Pilot International Day – April 20, 2024
6. **Authorities, Boards, Commissions and Committee Openings**
  - One opening on the Bartlesville Area History Museum Trust Authority
  - One opening on the Sewer System Improvement Oversight Committee
  - One opening on Visit Bartlesville (Bartlesville Convention & Visitor's Bureau Board of Directors)
7. **Consent Docket**
  - a. **Approval of Minutes**
    - i. The Regular Meeting Minutes of March 4, 2024.
  - b. **Approval or Ratification of Appointments to Authorities, Boards, Commissions, and Committees.**
    - i. Appointment of Ms. Andrea McCollough, Mr. Brent Butler, and Mr. Dean Costales to three-year terms each on the Adams Golf Course Operating Committee at the recommendation of Councilman Dorsey.
  - c. **Approval of Resolutions**
    - i. A Resolution of the City of Bartlesville naming 5<sup>th</sup> Street from Delaware Avenue to Shawnee Avenue the honorary name of "Jim Hess Boulevard".
    - ii. A Resolution approving and accepting the Fiscal Year 2021 Community Development Block Grant (CDBG) Small Cities Set-Aside Program project, Contract No. 18261, for Fifth Street sidewalk and street improvements as complete.
    - iii. A Resolution accepting a grant offer in the amount of \$585,146.00 from the Federal Aviation Administration for Airport Improvement Project (AIP 3-40-0007-018-2024) at Bartlesville

Municipal Airport for “Construct Taxilane” and authorize the Mayor to execute the Grant Agreement and all necessary documents, upon receipt from FAA.

- iv. A Resolution accepting a grant offer in the amount of \$154,854.00 from the Federal Aviation Administration for Airport Improvement Project (AIP 3-40-0007-019-2024) at Bartlesville Municipal Airport for “Construct Taxilane” and authorize the Mayor to execute the Grant Agreement and all necessary documents, upon receipt from FAA.
- v. A Resolution amending the budget of the City of Bartlesville for Fiscal Year 2023-24 appropriating unbudgeted revenue from the General Fund.
- vi. A Resolution amending the budget of the City of Bartlesville for Fiscal Year 2023-24 appropriating unbudgeted revenue for the Health Insurance Fund.

**d. Approval of Agreements, Contracts, Engagement Letters, Change Orders, Memorandums of Understanding, and Grant Applications.**

- i. Interlocal Agreement between the Washington County Commissioners of Washington County, Oklahoma and the City of Bartlesville, Oklahoma to jointly move forward in meeting the requirements of the State’s strategic plan for Next Generation 911 Services.
- ii. Interlocal Agreement between the Board of County Commissioners of Washington County, Oklahoma and the City of Bartlesville to provide the ability to work on joint projects together.
- iii. Annual Agreement between the City of Bartlesville and Richard Kane YMCA for management and operation of Sooner and Frontier pools.
- iv. Lease Agreement between the City of Bartlesville/Municipal Airport and Artesian Bottleless Water to lease a water machine for the airport terminal lobby.
- v. Approve submission of a grant application to the Oklahoma Department of Aerospace and Aeronautics (ODAA) for a grant to fund the project to Construct Taxilanes at Bartlesville Municipal Airport.

**e. Receipt of Financials**

- i. Interim Financials for eight months ending February 29, 2024.

**f. Receipt of Bartlesville NEXT Report**

- i. Bartlesville NEXT Progress Report – April 2024

**g. Receipt of Bids**

- i. Bid No. 2023-2024-014 for Construct Taxilane, Bartlesville Municipal Airport
- ii. Bid No. 2023-2024-015 for Battery Operated Jaws and Cutter Set, with Battery and Charger for Vehicle Extrication

**8. Discuss and take possible action to award Bid No. 2023-2024-014 for Construct Taxilane, Bartlesville Airport. Presented by Councilmember Roane.**

**9. Discuss and take possible action to award Bid No. 2023-2024-015 for Battery Operated Jaws and Cutter Set, with Battery and Charger for Vehicle Extrication. Presented by Mayor Copeland.**

**10. Discuss and take possible action to adopt an Ordinance amending Chapter 17, Streets, Sidewalks, and Other Public Places, Article IV, Sidewalks, of the Bartlesville Municipal Code concerning the construction of sidewalks. Presented by Larry R. Curtis, Director, Community Development Department.**

**11. New Business.**

**12. City Manager and Staff Reports.**

**13. City Council Comments and Inquiries.**

**14. Adjournment.**

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



## *Official Proclamation*

### *Donate Life Month – April 2024*

**WHEREAS**, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

**WHEREAS**, approximately 559 Oklahomans received a life-saving or enhancing organ transplant last year, and

**WHEREAS**, a new patient is added to the national patient transplant list every 9 minutes, and

**WHEREAS**, over 106,000 men, women, and children are currently on the national waiting list for organ transplantation, with more than 600 in the Oklahoma; and

**WHEREAS**, an average of 17 people died each day last year awaiting an organ transplant that did not come in time; and

**WHEREAS**, Oklahoma has a registry system allowing all residents to register their wish to save lives through organ and tissue donation at [registerme.org/campaign/btph](https://registerme.org/campaign/btph) or by calling toll-free 1-888-580-5680 or have a heart put on their driver's license; and

**WHEREAS**, the LifeShare Transplant Donor Services of Oklahoma is the nonprofit organization formed to educate Northeastern Oklahoma residents about donation, increase the number of registered organ donors and eliminate barriers to donation; and

**WHEREAS**, the State supports this organization's life-saving mission; and

**WHEREAS**, everyone is a potential organ, eye, and tissue donor,

**NOW THEREFORE**, I, Dale W. Copeland, Mayor, do hereby officially proclaim the month of April 2024 as "Donate Life Month" to honor all those who have made the decision to donate life, to focus attention on the extreme need for donation and to encourage all Oklahoma residents to register their wish to be organ, eye, and tissue donor.

**IN WITNESS WHEREOF**, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 1st day of April, in the year of our Lord two thousand and twenty-four.

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Dale W. Copeland, Mayor



## ***Official Proclamation***

### **Autism Awareness & Acceptance Month** **April 2024**

**WHEREAS**, autism affects an estimated 1 in 36 children and 1 in 45 adults and affects each person differently, resulting in unique strengths and challenges; and

**WHEREAS**, autism can cause challenges with verbal and nonverbal communication, social interaction, and repetitive behaviors, and can affect anyone, regardless of age, race, ethnicity, gender, or socioeconomic background; and

**WHEREAS**, autism is often accompanied by medical conditions that impact quality of life; and

**WHEREAS**, a comprehensive, collaborative approach will help to advance research, providing a better understanding of autism spectrum disorder while strengthening advocacy efforts and ensuring access to services and resources throughout the life span; and

**WHEREAS**, early diagnosis and intervention tailored to individual needs can have lifelong benefits, easing the transition to adulthood and fostering greater independence; and,

**WHEREAS**, each person and family affected by autism should have access to reliable information, supports and opportunities to live up to their greatest potential; and,

**WHEREAS**, the City of Bartlesville is honored to take part in the annual observance of Autism Awareness & Acceptance Month to address the diverse needs of autistic individuals and their families.

**NOW, THEREFORE**, I, Dale Copeland, Mayor, City of Bartlesville do hereby proclaim April 2024 as AUTISM AWARENESS & ACCEPTANCE MONTH and encourage all citizens to observe this month in order to increase understanding and acceptance of Oklahomans with autism spectrum disorder.

**IN WITNESS WHEREOF**, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 1<sup>st</sup> day of April, in the year of our Lord two thousand and twenty-four.

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Dale W. Copeland, Mayor



## **Official Proclamation**

### **“CHILD ABUSE PREVENTION MONTH” APRIL 2024**

**Whereas**, Bartlesville’s future prosperity depends on nurturing the healthy development of the more than 11,000 children currently living, growing, and learning within our community; and

**Whereas**, research shows that safe, nurturing relationships and stimulating, stable environments improve brain development and child wellbeing, while neglectful or abusive experiences and unstable or stressful environments increase the odds of poor childhood outcomes; and

**Whereas**, the abuse and neglect of children can cause severe, costly and lifelong problems affecting all of society, including physical and mental health problems, school failure and criminal behavior; and

**Whereas**, research also shows that parents and caregivers who have social networks and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and

**Whereas**, individuals, businesses, schools, and faith-based and community organizations must make children a top priority and take action to support the physical, social, emotional and educational development and competency of all children; and

**Whereas**, during the month of April, the City of Bartlesville, Ray of Hope Advocacy Center, and CASA of Northeast Oklahoma in collaboration with their citywide partners will be engaging individuals and communities throughout the city in a coordinated effort to prevent child abuse and neglect by promoting awareness of healthy child development, positive parenting practices and the types of support families need within their communities; and

**Whereas**, I encourage all citizens of Bartlesville, Oklahoma to recognize that prevention starts with each of us.

**Now, Therefore**, I, Dale Copeland, Mayor, Bartlesville City Council, do hereby proclaim the month of April 2024 as Child Abuse Prevention Month. I urge all citizens of Bartlesville to learn about child abuse, how to recognize and report it, and commit themselves to the community goal of ensuring our most vulnerable population can live a safe and healthy life free from child abuse.

**IN WITNESS WHEREOF**, I hereunto set my hand and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 1st day of April, in the year of our Lord two thousand and twenty-four.

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Dale Copeland, Mayor



## ***Official Proclamation***

Civitan Awareness Month  
April 2024

***Whereas***, Civitan International was founded in 1917 in Birmingham, Alabama; and

***Whereas***, the over 40,000 members in over 1,300 clubs worldwide work together to make their communities better places; and

***Whereas***, Civitan has contributed millions of dollars and volunteer hours to help people with developmental disabilities; and

***Whereas***, Club projects provide citizens with meaningful involvement in their communities; and

***Whereas***, Civitan promotes good citizenship and emphasizes its responsibilities; and

***Whereas***, Civitan is recognized for its support of research and treatment of developmental disabilities through its funding of the Civitan International Research Center; and

***Whereas***, the Bartlesville Civitan Club embodies the ideals of Civitan in our own community;

***NOW, THEREFORE***, The City Council of the City of Bartlesville, does hereby proclaim the month of April 2024 as Civitan Awareness Month in Bartlesville, and in so doing, urge all citizens to actively support and take pride in the worthwhile efforts of this international service organization and in the work of Civitan's in our community.

***IN WITNESS WHEREOF***, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 1st day of April, in the year of our Lord two thousand and twenty-four.

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Dale Copeland, Mayor





## ***Official Proclamation***

### **HEARTLAND DISTRICT OF PILOT INTERNATIONAL DAY APRIL 20, 2024**

**WHEREAS, Heartland District was formed as an organization in 2019 and is an affiliate of Pilot International, which established as a business and professional Women's volunteer service organization that originated in Macon, Georgia in 1921; and**

**WHEREAS, Pilot International has since expanded to include men and women from around the globe and all walks of life, consisting of over 5,300 adult and youth members in the United States, Bahamas, Japan and South America; and**

**WHEREAS, Pilot International members work to influence positive change in communities throughout the world by coming together in friendship providing an outlet for service, encouraging brain safety and health and supporting those who care for others; and**

**WHEREAS, Pilot International focuses on preparing youth and young adults for service through its sponsorship of Anchor and Compass Clubs by providing guidance and encouragement to their youth, giving them the opportunity to develop leadership skills and make a dynamic difference in their world through volunteer services; and**

**WHEREAS, Pilot International developed its Pilot International Founders Fund to support the community-based work of Pilot Clubs by helping to underwrite Club efforts to serve in their local communities by improving the lives of others through education, volunteerism, financial support and research; and**

**WHEREAS, Pilot International initiated its signature program BrainMindors in 2001 to encourage children to be safe in their homes and surroundings, developed BrainO for seniors, encouraging them to stay safe and healthy; and promotes saving lives by presenting head and brain injuries with the Helmet People Project; and**

**NOW THEREFORE, I, Dale W. Copeland, Mayor of the City of Bartlesville, Oklahoma, do hereby proclaim April 20, 2024 as PILOT INTERNATIONAL DAY in the City of Bartlesville, and encourage all citizens to welcome the Heartland District to the City for their annual convention being held April 19 through April 21.**

**In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Bartlesville to be affixed this 1st day of April in the year of our Lord, Two Thousand Twenty Four.**

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**Dale W. Copeland, Mayor**



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

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

Monday, March 4, 2024  
Immediately following the  
Bartlesville Education Authority  
Special Meeting and the Bartlesville  
Municipal Authority Special Meeting  
beginning at 5:30 p.m.

Mayor Dale Copeland  
918-338-4282

### MINUTES

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

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

City staff present were Laura Sanders, Acting City Manager; Jess Kane, City Attorney; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Kelli Williams, Chief Communications Officer; Shellie McGill, Director of Public Library; Larry Curtis, Director of Community Development; Greg Collins, Special Projects; Police Chief Kevin Ickleberry; Deputy Chief Troy Newell; Captain Daniel Elkins, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Copeland at 5:56 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. Citizens to be heard.**

There were no citizens to be heard.

- 4. City Council Announcements and Proclamations.**
  - Mayor Copeland read the Oklahoma Cleaning Week March 24-30, 2024 Proclamation.
- 5. Authorities, Boards, Commissions and Committee Openings**
  - One opening on the Bartlesville Area History Museum Trust Authority
  - One opening on the Sewer System Improvement Oversight Committee
  - One opening on Visit Bartlesville (Bartlesville Convention & Visitor's Bureau Board of Directors)

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.

## **6. Consent Docket**

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

- i. The Regular Meeting Minutes of February 5, 2024.

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

- i. Appointment of Ms. Kimberly Harrington, Ms. Linda Radaker, and Mr. Tyler Vaclaw to three year terms each on Keep Bartlesville Beautiful Committee at the recommendation of Councilmember Roane.
- ii. Appointment of Mr. Mark Manuel to a two-year term on the Bartlesville Adult Center Trust Authority at the recommendation of Mayor Copeland.
- iii. Reappointment of Ms. Etta Love and Ms. Nancy Swan to additional two-year terms on the Bartlesville Adult Center Trust Authority at the recommendation of Mayor Copeland.
- iv. Reappointment of Ms. Molly Larson to an additional three-year term on the Sewer System Improvements Oversight Committee at the recommendation of Councilmember Dorsey.
- v. Reappointment of Mr. Andy Dossett to an additional three-year term on the City Planning Commission at the recommendation of Ms. Roane.

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

- i. Lease Agreement between B The Light and the City of Bartlesville for property located at 240 NW Penn Ave., Bartlesville, Oklahoma.
- ii. Contract between United Systems and the City of Bartlesville/Public Library for upgrades to the Library's WIFI network.
- iii. Agreement between the City of Bartlesville and the Lighthouse Outreach Center of Bartlesville, Inc. setting out the roles and responsibilities for implementing the 2021 CDBG-Coronavirus Relief Program Grant modification for rehabilitation of facilities to improve indoor air quality.
- iv. Interlocal Agreement between the Board of County Commissioners of Washington County, Oklahoma and the City of Bartlesville to complete an open cut of Bison Road to advance the sewer installation at the intersection of Bison Road and Highway 60.
- v. Short form contract with Bob Chaney Steel Construction to construct a 24' x 30' steel storage building at Fire Station No. 3.
- vi. Change Order No. 1 from MultiSports, LLC for the Pickleball Court Project.
- vii. Land Use Agreement between BIA and the City of Bartlesville/Bartlesville Municipal Airport to utilize the Bartlesville Airport for SEAT (Single Engine Air Tankers) Base Operations for deployment to wildland fire(s) as dispatched, with ramp/office space in the terminal and PAS Hangar 1 to be utilized.
- viii. User License with 4F Sports, Inc. DBA Washington County Youth Baseball and Softball for the programming and management of Baseball and Softball at Price Fields and Artunoff Complex's.

### **d. Approval of Lien Release**

- i. Application and deed restriction agreement between the City of Bartlesville and Watie and Julie Pack, to forgive liens in the amount of \$4,950.00 plus interest, fees and penalty on property located at 201 NW Bucy Avenue.

**e. Approval of Resolutions**

- i. Amending the Budget of the City of Bartlesville for Fiscal Year 2023-24 appropriating Private Donations from Phillips 66 for the Police Department.

**f. Receipt of Financials**

- i. Interim Financials for seven months ending January 31, 2024.

**g. Receipt of Bartlesville NEXT Report**

- i. Bartlesville NEXT Progress Report – March 2024

**h. Receipt of Bids**

- i. Bid No. 2023-2024-013 Bartlesville Library Skylight Replacement Project

Mayor Copeland read the consent docket in its entirety. Mr. Roszel pulled Items 6.c.vi. and 6.d.i. for further discussion. Ms. Roane pulled Items 6.b.i and 6.b.v. for further discussion.

Ms. Roane moved to approve the consent docket except for Items 6.b.i., 6.b.v., 6.c.vi., and 6.d.i., seconded by Mr. Roszel.

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

Item 6.b.i. Appointment of Ms. Kimberly Harrington, Ms. Linda Radaker, and Mr. Tyler Vaclaw to three year terms each on Keep Bartlesville Beautiful Committee at the recommendation of Councilmember Roane.

Item 6.b.v. Reappointment of Mr. Andy Dossett to an additional three-year term on the City Planning Commission at the recommendation of Ms. Roane.

Ms. Roane commented on her appreciation and gratefulness for the service of KBB appointments and of Mr. Dossett's continued service on the City Planning Commission.

Ms. Roane moved to approve Item 6.b.i. and 6.b.v., seconded by Mr. Dorsey.

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

Item 6.c.vi. Change Order No. 1 from MultiSports, LLC for the Pickleball Court Project.

Mr. Siemers responded to Mr. Roszel's questions covering the bid and contingency plan; private donations and matches; how funding is available through unallocated sales tax if private funding falls short; timing of the award; and lighting components.

Mr. Roszel moved to approve Item 6.c.vi., seconded by Ms. Roane.

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

Item 6.d.i. Application and deed restriction agreement between the City of Bartlesville and Watie and Julie Pack, to forgive liens in the amount of \$4,950.00 plus interest, fees and penalty on property located at 201 NW Bucy Avenue.

At Mr. Roszel's request, Mr. Curtis provided the pertinent information regarding the request for the lien release. Additional discussion covered how the request meets all the criteria of the lien release policy; how there is no liability to the City; how the Packs have already cleaned up and improved the lot; that there is also an Oklahoma Health lien placed on the property also; how the OK Health lien will not allow improvements to the land for a term of seven years; how the City has a lien release policy in place; how the liens are a matter of public record; and that staff will review the policy for possible improvement.

Mr. Roszel moved to approve Item 6.d.i., seconded by Mr. Dorsey.

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

**7. Discuss and take possible action to award Bid No. 2023-2024-013 for the Bartlesville Library Skylight Replacement Project. Presented by Councilmember Roszel.**

Mr. Roszel moved to award Bid No. 2023-2024-013 for the Bartlesville Library Skylight Replacement Project to Burgess Company, Oklahoma City, Oklahoma in the amount of \$112,060.00, seconded by Ms. Roane.

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

**8. A public hearing to consider a request by Edward Johnston to close a portion of a 10 foot wide utility easement located on the south side of Lot 15, Block 9, Cambridge Park First Addition, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, Director of Engineering.**

Mr. Siemers reported that the applicant requested the closure so that they can construct a storage building in the back and side yards of the property. Staff received no objections from Police, Fire, City utilities, Engineering, ONG, PSO, AT&T or Sparklight. Utilities are present in the 10' easement on the east side of the property, thus the note in the legal description maintaining an easement where the two easements converge.

Mayor Copeland opened the public hearing at 6:45 p.m. There being no one appear to speak; the Mayor closed the public hearing at 6:45 p.m.

Ms. Roane moved to adopt the Ordinance closing the utility easement excluding the west 10 feet of that easement as presented, seconded by Mr. Dorsey.

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

9. **A public hearing, consideration and possible action on a request to rezone 4.27 acres from RS-12 (Single Family Residential) to RM-3 (Multifamily Residential)/PUD (Planned Unit Development), and for approval of a PUD Site Development Plan, on property located North of the Northeast corner of Silver Lake Rd. and Price Rd., from Keleher Architects, on behalf of Oklahoma Wesleyan University. Presented by Larry R. Curtis, Director of Community Development.**

Mr. Curtis reported that the proposal involves Oklahoma Wesleyan University seeking to rezone and develop a property with single-family homes to multi-family/PUD. The plan is to build two lots with four quadplexes each to better serve student housing needs. Landscape modifications are proposed, using trees instead of fences on some borders due to neighboring university property. At the City Planning Commission public hearing, comments were mixed with some residents supporting the project for housing and university growth, while others expressed concerns about property values and future buffer ownership. The Planning Commission made a recommendation to approve by a vote of 6-0. He confirmed that the housing will be student housing, and that OKWU owns quite a few properties in the surrounding area.

Mayor Copeland opened the public hearing at 6:50 p.m. Appearing to speak were:

James Dunn, President of Oklahoma Wesleyan University, Bob Pomeroy, President of Burlingame Home Owners Association, and Sherri Wilt, President of the Bartlesville Area Chamber of Commerce. All were in favor of approving the rezoning and PUD.

There being no one further appear to speak; the Mayor closed the public hearing at 7:01 p.m.

Mr. Roszel inquired as to what concerns were raised about the rezoning. Mr. Curtis stated that the main concern was multi-family residences and traffic.

Ms. Roszel moved to adopt the Ordinance as presented, seconded by Ms. Roane.

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

10. **Consideration and take possible action on a Resolution of the City Council of the City of Bartlesville, Oklahoma (the “City”) approving the incurrence of indebtedness by the Bartlesville Education Authority (the “Authority”) issuing its Educational Facilities Lease Revenue Bonds (Bartlesville Public Schools Project) Series 2024 (the “Bonds”); providing that the organizational document creating the authority is subject to the provisions of the Bond Indenture authorizing the issuance of said Bonds; waiving competitive bidding and authorizing the sale of said Bonds by the Authority at negotiated sale and at a price less than par; approving the forms of a Continuing Disclosure Agreement and an Official Statement relating to the Bonds; authorizing the execution of all necessary documents, and containing other provisions relating thereto.**

Mr. Ellis reported that this action is necessary to approve the incurrence of indebtedness by the Bartlesville Education Authority issuing its Educational Facilities Lease Revenue Bonds Series 2024, approved by the BEA in their special meeting prior to the City Council meeting.

Mr. Dorsey moved to approve the Resolution as presented as presented, seconded by Ms. Roane.

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

**11. Consider and take possible action with respect to a Resolution of the City Council of the City of Bartlesville, Oklahoma (the “City”) approving action taken by the Bartlesville Municipal Authority (the “Authority”) authorizing issuance, sale and delivery of its Clean Water SRF promissory note to Oklahoma Water Resources Board; ratifying and confirming a lease agreement; and containing other provisions related thereto.**

Mayor Copeland stated that this action is necessary to approve action taken by the Bartlesville Municipal Authority in their meeting prior to the City Council meeting. He added that a great deal of thought, planning and preparation has gone into one of Bartlesville’s largest ever projects, a project that is State mandated he noted.

Mr. Dorsey moved to approve the Resolution as presented as presented, seconded by Ms. Roane.

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

**12. Discuss and take possible action to accept the 2024 City of Bartlesville Housing Study. Presented by Larry R. Curtis, Director of Community Development.**

Mr. Curtis reported that Bartlesville conducted a housing study to understand housing history, current trends, and future needs. Using data sources such as US Census, HUD, Tulsa MLS, Federal Reserve, and local rental surveys, the study examined housing units, substandard housing, vacancy rates, building permits, and ownership/rental markets. The goal is to ensure safe, affordable housing for all residents and guide future housing decisions. The study results will be used to develop strategies for a balanced and inclusive housing approach and will be included in the City’s new Comprehensive Plan. He reviewed the 2023-2027 housing needs for veterans; housing needs for persons with disabilities; housing needs for working families; and housing needs by income threshold. Overall Bartlesville’s analysis projects a need for 165 new owner-occupied and 78 new renter-occupied units within the next five years.

A brief discussion covered how new housing is a little behind, especially in the \$80,000 price range; and how the study will assist in finding funding mechanisms to improve the numbers.

Mr. Roszel moved to accept the 2024 City of Bartlesville Housing Study as presented as presented, seconded by Ms. Roane.

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

**13. Discuss and take possible action to adopt an Ordinance amending Chapter 17, Streets, Sidewalks, and other Public Places, Article IV, Sidewalks, of the Bartlesville Municipal Code concerning the construction of sidewalks. Presented by Larry R. Curtis, Director of Community Development.**

Mr. Roszel moved to table action to the April 1, 2024 Regular Meeting, seconded by Ms. Roane.

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

**14. New Business.**

There was no new business to address.

**15. City Manager and Staff Reports.**

Ms. Sanders reported that the YMCA resigned as the manager of Price and Artunoff Fields stating that it was no longer in their strategic plan moving forward.

She also announced that Fire Chief David Topping is retiring as of June 1, 2024. She appreciated his service and wished him well in his future endeavors. The process to fill his position will begin immediately.

The semi-annual yard debris free pick up will be the week of May 6. Bags of yard debris may be set out on the curb on the same day as normal trash service and will be picked up by a separate truck. Limbs can be bundled in 50 lbs or less and in four foot lengths.

**16. City Council Comments and Inquiries.**

Mayor Copeland expressed his appreciation to Chief Topping for his leadership of the Fire Department. He added that Ms. Sanders is the H. R. Director and does a great job. Ms. Sanders reported that there are many employment opportunities available at this time and welcomed anyone who is interested to apply.

**17. There being no further business to address, Mayor Copeland adjourned the meeting at 7:31 p.m.**

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Dale W. Copeland, Mayor

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Jason Muninger, CFO/City Clerk



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

Discuss and take possible action to appoint Mr. Brent Butler to fill a 3-year term on the Adams Golf Course Operating Committee.

Attachments:

Mr. Butler's application

**II. STAFF COMMENTS AND ANALYSIS**

City staff believes that Mr. Butler will be a significant asset as a committee member. With his passion for golfing, extensive board service, and relevant experience, he is well-equipped to provide valuable expertise for the ongoing growth and enhancement of the golf course.

**III. RECOMMENDED ACTION**

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

**Elaine Banes**

---

**From:** no-reply@bitbrilliant.com  
**Sent:** Thursday, January 11, 2024 11:30 AM  
**To:** Elaine Banes  
**Subject:** New submission from Application for City Boards, Commissions, Committees & Trust Authorities

*Sec'd EB*

cc: *Jerry Benedict*  
*Pat Stahar*  
*Shawn Nersey*

CAUTION: External Source. THINK BEFORE YOU CLICK!

**Please check the ones you wish to serve on:**

- Adams Municipal Golf Course Committee

**Name**

Brent Butler

**Residential Address**

4500 CLEARVIEW DRIVE  
Bartlesville, OK, OK 74006  
[Map It](#)

**Home Phone**

(918) 760-6470

**Work Phone**

(918) 661-9100

**Email**

[brent.butler@conocophillips.com](mailto:brent.butler@conocophillips.com)

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

B.S. in Business Management.  
Samaritan Counseling Board Member.  
I do extensive volunteer work with the Doenges Ford Indians Baseball team.  
United Way Golf Tournament volunteer.  
I am the Corporate Imaging/Records Coordinator at ConocoPhillips. I manage a team of 16 people from very diverse backgrounds. Half of my team is located in Bartlesville, the other is located in Houston. I am an effective communicator and problem solver.

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

I have volunteered with the Doenges Ford Indians Baseball team for the last 5 years.  
I have assisted with the set-up and tear down of the United Way Golf Tournament for the last 6 years, as well as volunteered during the tournament.  
In November of 2023 I was appointed to the Samaritan Counseling Board of Directors.

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

A successful completion of the new greens project that is slated to being in 2024. I would also like to see grounds continue to be improved. Find a suitable candidate to replace newly vacant role of Assistant Club Pro. One that is serious about improving the overall experience at Adams Golf Club, is available for lessons, and helps to promote the game of golf in Bartlesville in a positive way.

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

Discuss and take possible action to appoint Mr. Dean Costales to fill a 3-year term on the Adams Golf Course Operating Committee.

Attachments:

Mr. Costales' application

**II. STAFF COMMENTS AND ANALYSIS**

City staff is confident that Mr. Costales will be a valuable asset as a committee member. With his extensive experience in the golf industry, including coaching at the collegiate level and involvement with the First Tee program in Knoxville, his expertise will play a crucial role in guiding the future direction of the golf course.

**III. RECOMMENDED ACTION**

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

**Elaine Banes**

---

**From:** ian@bitbrilliant.com  
**Sent:** Monday, June 5, 2023 9:53 PM *Lee'd/B*  
**To:** Elaine Banes  
**Subject:** New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

**Please check the ones you wish to serve on:**

- Adams Municipal Golf Course Committee
- Park Board
- Street and Traffic Committee

*cc: Trevor Dorsey  
Jim Cued  
Jerry Benedict  
Jody Shahan  
Larry Curtis  
Micah Snyder  
Micah Siemers  
LOREN ROSZEL*

**Name**

Dean Costales

**Address**

2413 Summit Road  
Bartlesville, OK 74006  
[Map It](#)

**Home Phone**

(562) 556-5432

**Work Phone**

(562) 556-5432

**Cell Phone**

(562) 556-5432

**Email**

[deancostales@yahoo.com](mailto:deancostales@yahoo.com)

**Ward Number**

3

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

Current OKWU men and women's Golf Coach. Have worked in the health, wellness, and golf industry for the last thirty-five years. Attend city council meets regularly and I am aware of the current budgets and projects that impact Adams Golf Course, City Park's and also the current road and streets.

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

Have lived in Bartlesville for nine months and looking to get plugged into some volunteer positions to help Bartlesville prosper and deliver first-class amenities.  
Last ten years in Knoxville, TN. American Cancer Society, First Tee of Knoxville, Honor Air (8 trips to DC), Kids bible study teacher, Etc.

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

Team up alongside other citizens to provide a first-class set of amenities for the citizens of Bartlesville.

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

Discuss and take possible action to appoint Ms. Andria McCollough to fill a 3-year term on the Adams Golf Course Operating Committee.

Attachments:

Ms. McCollough's application

**II. STAFF COMMENTS AND ANALYSIS**

City staff is confident that Ms. McCollough will be a valuable addition to the committee. With her lifelong residency in Bartlesville, passion for golfing, extensive board service, and membership in the Adams women's golf association, she brings a wealth of experience and expertise essential for guiding the ongoing development and enhancement of the golf course.

**III. RECOMMENDED ACTION**

Golf course staff and Councilman Dorsey recommends the appointment of Ms. Andria McCollough to the Bartlesville City Council. Please place her recommended appointment at the next available City Council meeting.

## Elaine Banes

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**From:** no-reply@bitbrilliant.com  
**Sent:** Tuesday, January 9, 2024 11:03 AM *Rec'd EB*  
**To:** Elaine Banes  
**Subject:** New submission from Application for City Boards, Commissions, Committees & Trust Authorities  
*cc: Jerry Benedict  
Judge Shahan  
Sharon Norsey*

CAUTION: External Source. THINK BEFORE YOU CLICK!

**Please check the ones you wish to serve on:**

- Adams Municipal Golf Course Committee

### Name

Andria McCollough

### Residential Address

21601 N 4020 Road  
Bartlesville, OK 74006  
[Map It](#)

### Cell Phone

(918) 766-1218

### Email

[andria.mccollough@truitycu.org](mailto:andria.mccollough@truitycu.org)

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

I am currently a member of the Adams Womens Golf Association (AWGA). I have brought a new passion and excitement for the game of golf, our home golf course, and the involvement of more citizens in utilizing this incredible treasure found right here in our back yard. I am at the course almost daily and sometimes more than once per day, enjoying the beauty of nature and the new game I now love.

My service while employed at the Bartlesville Regional United Way allowed me to focus on marketing, fundraising and community advocacy. Additionally, my time at the American Red Cross provided me ample opportunity to give back to the community I was born in, grew up in, and have raised my family in.

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

I have served on many community boards throughout the years, everything from non-profits who serve the underserved in Bartlesville, to the Dewey Education Association where we conducted fundraisers for scholarships for seniors entering college. Additionally, I serve today on regional boards focused on the betterment of the credit union industry; I am currently the Chair of the Leadership Development Committee for a 5-state region for our industry league; I have also recently completed service as a Dean for an educational program focused on developing credit union leaders; and I speak at various events for groups through this avenue.

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

Although I have been a life-long Bartian, I never realized the incredible opportunity that our own golf course has right here at home. I would love to see the course continue to grow and become an even brighter shining example of how incredible it is to live in this community. Through this game I have met new friends in other communities and love inviting them to come to Bartlesville to play, but also to gain an appreciation of our hometown and hopefully spend their money while eating at our restaurants, shopping, and even taking golf lessons once they appreciate all Bartlesville has to offer—simply from the game of golf and our course. I would love to focus on a greater share of this treasure and help in any way I can to continue to grow the course for future sustainability.

## I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider a request by David Hess to give 5<sup>th</sup> Street between Delaware Avenue and Shawnee Avenue the honorary name of “Jim Hess Boulevard” in honor of his father, and authorizing the Mayor to execute the ordinance resolving the honorary naming.

*Attachments:*

- Application Packet
- Resolution

## II. STAFF COMMENTS AND ANALYSIS

City of Bartlesville Engineering staff received an application from David Hess requesting honorary naming of 5<sup>th</sup> Street between Delaware Avenue and Shawnee Avenue “Jim Hess Boulevard” in honor of his father. The applicant provided a multitude of supporting evidence of the impact Jim Hess made in the Bartlesville area. While the application packet is provided with this staff report, some quick highlights are following:

- Two-term president of The Friends of the Bartlesville Library
- Three-term president of the Washington County Historical Society
  - Instrumental in establishing the one-room school house exhibit at the Bartlesville Area History Museum
  - Acquiring authentic furniture and supplies to furnish the exhibit
- Served as president of the Bartlesville Area History Museum and the BAHM Trust Authority
- Created the College High School Alumni Association and Scholarship Fund
  - Created in 1986
  - Has helped over 141 graduates attend college
  - Maintains \$500,000 conservative investment portfolio so that receiving students continue to receive Wildcat financial assistance each year they make their grades in college

The request to give an honorary name to 5<sup>th</sup> Street between Delaware Avenue and Shawnee Avenue is due to the fact that the Hess family had started, owned, and operated the 5<sup>th</sup> Street Liquor Store located at the northwest corner of 5<sup>th</sup> Street and Shawnee for 57 years prior to Jim’s passing.

When staff first received the request for honorary street naming, we had an existing policy in place that only required Engineering Department and City Manager review for recommendation to City Council. In that same time other departments had received inquiries about naming other City facilities or properties such as parks and recreational fields. A new administrative policy was created to address not just streets, but all City-owned facilities. This new policy included that these requests should go to appropriate committees for review and recommendation. This request has been presented to the Street & Traffic Committee and they recommended that it be presented to Council for approval at their March 14<sup>th</sup> regular meeting. It should be noted that this is an honorary naming and not a request to rename the street. Mailing addresses will remain as they currently are. Signage will remain the same with the addition of a blue sign above 5<sup>th</sup> Street that says “Jim Hess Blvd”. A similar honorary renaming occurred on Shawnee between 18<sup>th</sup> and Hillcrest in honor of Jim Bohnsack.

**III. BUDGET IMPACT**

None

**IV. RECOMMENDED ACTION**

Staff recommends approval of the request and authorizing the Mayor to execute the included resolution.



## **TABLE OF CONTENTS**

- I. Honorary street sign proposal statement
- II. Hess Family History in Bartlesville
- III. Photographs
- IV. *Bartlesville Monthly article, August 2019*
- V. *Bartlesville Monthly article, August 2021*
- VI. *Bartlesville Monthly article, April 2012*
- VII. *Bartlesville Examiner-Enterprise article, May 1995*
- VIII. Signatures preface
- IX. Petition (handwritten)
- X. Petition (typed)
- XI. Business signatures from 5<sup>th</sup> Street
- XII. Application

## ***"Jim Hess Blvd" Honorary Street Proposal***

Thank you so much for your time and consideration of this request to create an honorary street name for my father, James Albert "Jim" Hess, on 5th Street between Shawnee and Delaware. As you can read for yourself below -- or perhaps you already know -- my dad was known as "Mr. Bartlesville" because of his inspired interest in our city's history, its education, and the future of Bartlesville's youngest and brightest.

Education comes to us in many ways. Sometimes it's through formal institutions, but other times it's through the heart of a local businessman with a love of sharing history. Jim Hess was a keeper of Bartlesville and Oklahoma history and a teller of stories that future generations need to hear. We had much to learn from Jim, and we're grateful for his love of our past and the desire to carry it forward.

In addition to being an endless wellspring of Bartlesville narrative and lore, Jim's love of the Bartlesville community remained strong through the years. He served the community as two-term president of **The Friends of the Bartlesville Library**. During his leadership, he was instrumental in starting the annual creative writing contest, which has become a beloved tradition in our literary community. Jim served three terms as president of the **Washington County Historical Society** and was very involved in the establishment of the one-room schoolhouse exhibit, a replica of the late 1800s school built by early-day pioneer Nelson Carr, at the Bartlesville Area History Museum. It was his vision to acquire authentic furniture and supplies used in the pioneer period and he invested much time obtaining just the right items necessary for a realistic experience. Jim held a deep love for our community history and was truly knowledgeable on many subjects, including the history of the founding of our town and its growth. He served as President of the **Bartlesville Area History Museum** and the **BAHM Trust Authority**.

His proudest accomplishment was the creation of the **College High School Alumni Association and Scholarship Fund**. The fund was established to reward Bartlesville High School students with scholarships to attend college. Each College High alumnus that joins the scholarship program agrees to donate their graduation year in dollars, every year on their birthday. For example, Jim graduated in 1961, so every year on his birthday, he donated \$19.61 to the scholarship. The College High Alumni Scholarship has helped over 141 graduates attend college since its inception in 1986 and maintains \$500K in a very conservative investment portfolio. Scholarship recipients continue to receive Wildcat financial assistance each year that they make their grades in college. Because of this legacy, Jim has promoted education and growth for the young people of our community in a way that continues to change lives. As Jim said, "I've had a lot of good ideas that served me, but the difference between a good idea and a great idea is that a great idea helps *other people*."

I doubt there is anyone in recent history who loved or knew more about Bartlesville than my father, James Albert Hess. I hope you'll consider this honorary street name on 5th Street at Shawnee Ave, just outside the business which my family owned and operated for over 56 years.

## ***Hess Family History in Bartlesville***

The Hess family has been Bartlesville merchandisers for three generations. Jim's grandfather, Albert Hess, left home at age 16 with two mules and a wagon to sell housewares to homesteaders throughout southern Kansas and northeast Indian Territory. He became a partner in Hess-Balsch Mercantile in Chanute, KS before moving to Bartlesville in 1926 to establish the Hess Mercantile Company, and later the Hess Distributing Company, wholesale beer sales. Albert's son, Joe Hess worked in his father's wholesale business and then advanced through the ranks of Hale-Halsell Grocery in Tulsa. In 1948, Joe returned to the Hess Mercantile Company with his father before opening 5th & Shawnee Liquor Store, January 1965. When Joe's health failed, his son, James "Jim" Hess purchased the liquor store in 1977. Jim married Linda Yerion in 1969. While Jim owned and managed the 5th & Shawnee Liquor Store, Linda matched his efforts as the "beloved owner, manager and mother-figure at Party-Quik" next door. She retired in 2015 and passed away July 30, 2021.

Prior to his death, Jim celebrated 44 years of business and acquired the honorable title of "Bartlesville Icon," not for his years of business, but for his ornery spirit, his unwavering generosity, and endearing friendships.

He had a pretty spunky childhood and says he "stayed just this side of trouble." Jim attended Garfield Elementary School where he made numerous life-long friends and in shop class at Central, Jim's mischievousness brought him a few sideline discussions with Mr. Ward, who administered corporal punishment. Mr. Ward had the punished students autograph the wooden paddle and evidence is on exhibit at the Bartlesville Area History Museum. Mr. College High, our Bartlesville Icon, is gone now but his legacy continues. In his parting words, he wanted his friends to know, "I always had a great time and I treasure my lengthy list of friendships."



Albert Hess at Hess Mercantile Company, Bartlesville, 1926



Joe Hess at 5<sup>th</sup> and Shawnee Liquor, Bartlesville, 1976



James Albert Hess, Bartlesville, 1962

# Col-Hi's Special Scholarship

## Jim Hess' Dream Has Helped More Than 130 Students

by Lori Roll

Most college scholarships reward grade point average, but some scholarships are geared toward a student's proven character, abilities, and passion for their field of interest.

One such scholarship is the College High Wildcats Memorial Scholarship Fund, the dream child of Bartlesville College High School graduate Jim Hess. "I got the idea in 1985," he said. "People were so upset about the change from Col-Hi to Bartlesville High School that I wanted something good to come out of it. I got a few class lists and mailed a brochure about the idea. If you join, each year on your birthday, you send a donation equal to the year you graduated." Hess is Chairman of the program, and current administrative committee members include Vice Chairman Bart Williams, Imogene Peaster, Tom Tate, Roger and Judy Couch, and George Tarbox.

From a small endowment which made its first scholarship award in 1987, the fund has grown to over \$300,000, and has helped more than 130 students attend college. "I tell people I've had a lot of good ideas, but this is the only truly great idea I've ever had," Hess said. The scholarship is listed on the BPSBHA.org website. Application criteria include financial need, parent and student employment, area of interest, school club involvement, and reason for wanting to attend their college of choice. Application deadline is April 15 of each year. As many as seven recipients are selected annually by Wildcat Scholarship committee members. "We're not a scholarship beauty contest. We started with the idea of sending kids to trade schools, which is becoming more important. We look for kids who would fall through the cracks of other programs, but still need help. You may have gotten a 'D' in Algebra, but want to cook and go to culinary school," he said. The latest round of five awardees was chosen in May of this year, and seven former recipients are still in college. The initial \$1,000 award is repeated each year the student maintains a 'B' average and submits a certified transcript to the committee. Students can go to any college, and scholarship monies are distributed by the college registrar. If tuition, room, and books are covered, students can use up to 15% of the monthly fund for incidental expenses.

The Wildcat Scholarship committee also manages the Denny "Zoot" Freeman Memorial Music Scholarship — named for Wildcat graduate Denny "Zoot" Freeman, a successful musician who toured with country star Charlie Daniels and singer Brenda Lee. The "Zoot" scholarship is also found on the BPSBHS.org website.



*Col-Hi graduate Jim Hess created the College High Wildcats Memorial Scholarship Fund in 1985. The Fund has helped over 130 students.*

In addition to college scholarships, the Wildcat Scholarship fund helps other educational pursuits in the community such as The Little One Room Schoolhouse at the Bartlesville Area History Museum. "Probably my favorite thing I've done is The Little One Room School House," said Hess. A replica of the first school in the area built by Nelson Carr and his wife, it has offered third and fourth graders the opportunity to be taught for a day by retired teachers in period dress. The Wildcat Scholarship fund also partnered with local donors to provide the protective tiles for the new Bartlesville High School gymnasium during functions other than athletic games.

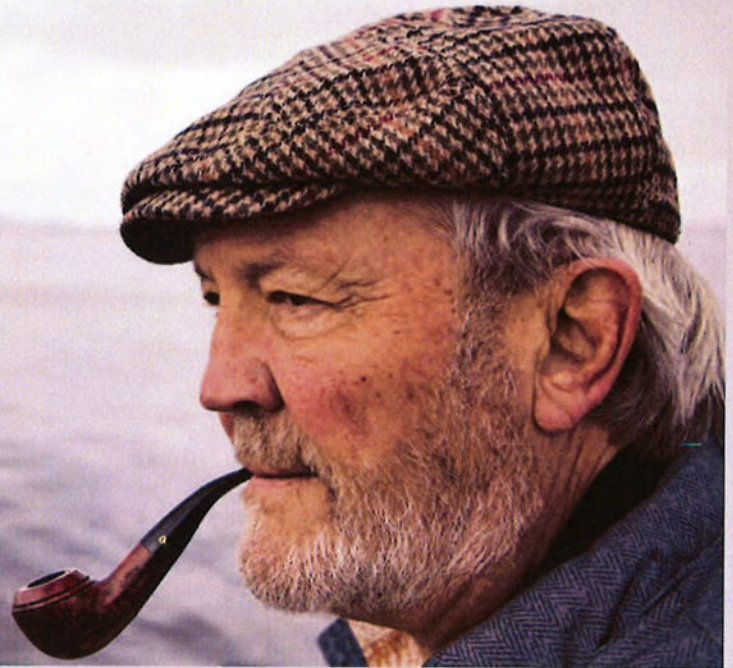
Hess wants to make sure the Wildcat Scholarship fund administration continues in perpetuity. The youngest remaining College High graduates are now in their 50's. Hess said, "We make recipients honorary Wildcats, and we hope sometime in the future they will want to help run the program."

# Jim Hess

## A Merchant's Legacy

by Sarah Leslie Gagan

It has been said, with a wink and a twinkle of the eye, that it was an arranged marriage when the son of a grocery wholesaler married the daughter of a retail grocer in 1933. Both Joe Hess and Mildred Jolley had Bartlesville family history dating back to 1902. Moreover, it was a rich history of entrepreneurship, commercial business know-how, and serving people. These values are alive and well today in the Hess family, carried on by Joe and Mildred's third child, Jim.



In Jim's eyes, the whole world was magical while growing up in Bartlesville, when the entire town was west of the Caney River. He fondly recalls his grade school years at Garfield elementary, riding bicycles with friends, attending movies downtown, and getting into some schoolboy mischief. His parents' two-story home on South Johnstone was the popular place for his friends to gather, as well as friends of his sister and brother. It was the comfortable busyness of growing up that would become fodder for some of Jim's favorite stories he would share with friends later in life. He has a natural, captivating bent for storytelling with his mellow voice and delightful choice of words.

After graduating from College High School in 1961, Jim attended Northeastern State University in Tahlequah, and keeping with the family trade, majored in Business Administration. He began his career at Shell Oil Company in the credit department. He enjoyed the accounting work, however, Jim missed interacting with people and the public. It was at Shell Oil that he met and married his wife, Linda, who has been his bride of 52 years. Jim has a daughter, Tracy Ann, and a son, David, as well as two grandsons and one

granddaughter. The picture above was taken by David while Jim was in Ireland.

Following his time at Shell Oil, Jim began a lengthy career in the medical and laboratory supply business. In 1977, while continuing to work his full-time day job, Jim bought Fifth & Shawnee Liquor Store from his father, who had opened the retail liquor store in 1965. He was blessed with reliable and trustworthy employees, which he considered family, to help keep the store running.

Jim has many memories from his 44 years as owner of the store at Fifth and Shawnee. Perhaps the most memorable story to tell is of the October night when evil came calling.

It was 1978, and Jim was still living and working in Tulsa. He

came into Bartlesville on a Tuesday to attend a seminar presented by the Chamber of Commerce and Department of Treasury about counterfeiting. Jim came into his liquor store at dusk and noticed a dark blue, early-model Chevrolet with Kansas plates parked at the south door. Jim parked his company car, equipped with both a regular antenna and CB



antenna, at the store's east entrance. Jim admits that in his blue blazer and khaki slacks, and driving his company car, he could easily have been mistaken for a detective.

As Jim entered the east door, he noticed the Chevy began revving its engine. As he stepped in, he said, "Boy! We had an interesting seminar tonight, it was on counterfeiting." He noticed a small man standing at the counter in a trench coat, and as Jim walked behind him, the man turned 360 degrees. Jim picked up the \$20 dollar bill the man handed the cashier to pay for his Jack Daniels, held it up to the light and said, "That one looks ok," and laughed. The customer wasn't laughing at all, in fact Jim describes him as looking like a vicious mad dog ready to attack. It made Jim's blood run cold. Taking his purchase, the man backed from the counter all the way to the south door, then spun around and ran out the door and left.

A few months later, Jim entered the store and his employee asked him if he had seen the Tulsa Tribune. They both stood in shock as they recognized the man on the cover as the strange customer from that October night. It was the notorious serial murderer Roger Dale Stafford, best known for the Oklahoma City steakhouse murders in July 1978, who was suspected of committing several other murders with his wife and brother since 1974. Stafford was known for leaving no witnesses. Jim could only guess that Stafford suspected he was a cop and armed, so he didn't commit murder that night at Fifth and Shawnee.

Jim's love of the Bartlesville community has remained strong through the years. He served the community as a two-term president of The Friends of the Bartlesville Library. During his leadership, he was instrumental in starting the annual creative writing contest, which has become a beloved tradition in our literary community. Jim is a writer himself and wishes he had more time to devote to the craft. His writing has won awards through the creative writing contest sponsored by Friends of the Bartlesville Library.

Jim holds a deep love for our community history and is truly knowledgeable on many subjects, including history on the founding of our town and its growth. He is a former three-term president of the Bartlesville Historical Society and was very involved in the establishment of the one-room schoolhouse exhibit, a replica of the late 1800s school built by early-day pio-



*Jim Hess and his wife, Linda.*

neer Nelson Carr, at the Bartlesville Area History Museum. It was his vision to acquire authentic furniture and supplies used in the pioneer time period, and invested much time obtaining just the right items necessary for a realistic experience.

Jim considers his greatest accomplishment to be the creation of the College High Alumni Scholarship Program. It was an idea that literally came to him in the shower one day, after the town's two high schools — College High and Sooner High — were merged to become Bartlesville High School, in 1982. He wanted the Wildcats of College High to be remembered for their love of education, and created a way for them to pay it forward to future generations. Each alumnus that joins the scholarship program agrees to donate their graduation year in dollars, every year on their birthday. For example, Jim graduated in 1961, so every year on his birthday, he donates \$19.61 to the scholarship.

The College High Alumni Scholarship has helped 141 graduates attend college since its inception in 1986, and maintains \$500K in a very conservative investment portfolio. Scholarship recipients continue to receive Wildcat financial assistance each year that they make their grades in college. Because of this legacy, Jim has promoted education and growth for the young people of our community in a way that continues to change lives.

Jim Hess is a keeper of history and a teller of stories that future generations need to hear. Education comes to us in many ways. Sometimes it is through formal institutions, but other times it is through the heart of a local businessman with a love of sharing history. We have much to learn from Jim, and we are grateful for his love of our past and the desire to carry it forward.

# Jim Hess

**The Ultimate Wildcat keeps the history of his town and high school going strong**

**BY MIKE WILT**

A husband and wife are stopped at a traffic light while visiting Albuquerque, New Mexico. Another vehicle sits across the intersection facing the opposite direction when all of a sudden the driver begins waving furiously and flashing the headlights.

The couple is puzzled. Then they see it. The other vehicle also has an unmistakable black and gold Col-Hi Wildcat car tag on the front bumper. They smile and enthusiastically wave back as the two vehicles pass.

Jim Hess laughs and shakes his head after relaying the story to a visitor. The visitor, in turn, smiles and shakes his head knowing that Hess has hundreds more entertaining anecdotes that all have one thing in common: Bartlesville.

The man knows Bartlesville. The man loves Bartlesville.

Hess graduated from College High School (now Bartlesville High School) in 1961 and then in 1965 he earned a Business Administration degree from Northeastern State in Tahlequah. He also minored in history and economics. Although he loved accounting in college, he loathed it as the general ledger accountant for Shell Oil Company in Tulsa.

"In those days, we didn't have computer monitors on our desks," Hess recalls. "Instead, we had many large ledger books. I am a people person and sitting in a cubicle for eight hours a day looking at printouts was torture for me."

So, after three years with Shell, he left to work in sales for the Tulsa-based Sterling Drug Company.

In 1977, Hess began his trek back to Bartlesville. He bought the 5<sup>th</sup> & Shawnee Liquor store from his father, Joe Hess. The elder Hess had been involved in the chain of merchandise distribution nearly all of his life beginning at age 16 driving a wholesale grocery truck and working part-time in his future father-in-law's grocery store.

He had his eyes set on earning a doctorate and teaching history on the collegiate level, but was forced to quit the University of Oklahoma after three years due to the Great Depression.

Joe Hess ended up as the general sales manager for Hale-Halsell Wholesale Grocery Company in Tulsa during the 1940s. In 1965, he opened the retail liquor store downtown. When father Joe became terminally ill, son Jim stepped in and bought the business.

"I was still working in sales in Tulsa," Hess says. "I had some great people working for me, so I only came to Bartlesville a



Photo by Emily Potts Photography



couple of times a week and then on Sunday to do paperwork."

Hess and wife, Linda, moved to Bartlesville two years later in 1979 when they opened Party-Quik - a cocktail party supply and convenience store adjacent to the Shawnee liquor store.

Like his father, Jim Hess possesses a love of Bartlesville and its history. He served three terms as president of the Washington County Historical Society and as president of the Bartlesville Area History Museum and the BAHM Trust Authority. He also served as president for Friends of the Bartlesville Public Library.

"I loved every minute of serving on those boards," he says. "But those activities pale in comparison to my one truly great idea. The difference between a good idea and a great idea is that a great idea benefits everyone."

Hess's great idea was the College High School Alumni Association and Scholarship Fund. The brainstorm hit one morning in 1985 - two years after the name, colors, and mascot of the

school were changed. The changes came with the consolidation of Sooner High School (now Bartlesville Mid-High) and Col-Hi.

"While located in the same town, the two schools were intense rivals," Hess says.

Indeed.

The Kelly Green and Old Gold Sooner Spartans and the Black and Gold Col-Hi Wildcats would burn in effigy each other's mascot during pep rallies before their annual football game. The rivalry ended with the establishment of the unified Bartlesville Bruins in the fall of 1982.

"Col-Hi's mascot was in recognition of the wildcatters who risked everything to bring in producing oil wells," he says. "And 'black gold' was the universal term for crude oil. But all of that disappeared when the two schools were combined."

Many longtime residents as well as many of the Sooner High students were upset with the loss of the Wildcat legacy. Knowing that no amount of complaining was going to reverse the

changes, Hess decided to revive the history of and respect for the Wildcats as well as to bring about something positive to honor the memory of College High School.

To date, 96 BHS graduates have received scholarships from the College High Scholarship Fund. The program is funded by Col-Hi graduates who send in an annual donation equal to the year they graduated.

"We send them a 'Happy Birthday, Wildcat' reminder card a few days before their birthday," Hess explains. "They then send a check ranging between \$19.40 and \$19.82 - the years of our school."

Hess says it is a simple, inexpensive way to remember the Wildcats.

Hess has also been the driving force behind the Col-Hi reunions, which are held every five years.

"Sadly, every time there are fewer and fewer attendees," he says.

But school pride is still present in those who are still around.



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Architect's rendering of the new high school building. The College High and Junior College as published in the Examiner-Enterprise on August 27, 1939. Cost of the building was \$261,086 with approximate completion date of January 1, 1940. The building was described to "not be elaborate, depending rather upon modern simplicity for its beauty, and is designed for maximum practicality."

# WILDCAT WEEKEND II

## More than 3,000 alumni expected

By Carol Cole Mills  
E-E Staff Reporter

The colorful high school years of the College High Wildcats converge Memorial Day weekend when Bartlesville will once again be taken over by Wildcats.

Alumni of classes from 1940 to 1982 will gather to share memories, party and get reacquainted with a nonstop whirlwind of activities at Wildcat Weekend II, May 26-28.

The last mass reunion in 1990 was an unmitigated success drawing about 3,000 alumni, said Jim Hess, Class of '61 and chairman of the reunion committee. In 1990, he found out Wildcat reunions are a little different than most.

"It was an incredibly spiritual experience — it wasn't just a party," said Hess. "In fact, some of the old timers from the police department said we were uncharacteristically well-behaved."

"Though the Wildcat alumni may have grown up a bit, the City Council did authorize blocking off a full nine block area of downtown in preparation for Saturday's three-band street dance.

"The closeness of the group is one of the things that makes the weekend special," said Hess. "It is not uncommon to see these people scream, run to get together, throw their arms around each other and cry. It happened in 1990 over and over."

"They'll get some freebies and a freebie store and they'll be able to buy all kinds of stuff at what we're calling the Wildcat

store — gym bags, hats, mugs, shirts and shorts," said Hess.

Some of the high points from the rest of the weekend include the 500 Wildcat Marching Kazoo Band performing "On BHS" at 1 p.m. Saturday, floats from Bob Sanford, Class of '33, and a 1952 Plymouth driven by Karen Brown, Class of '63.

The Singles Brunch is geared for single, divorced and widowed alumni at 10:30 a.m. Saturday in the Singles Building at the First Baptist Church, Fifth Street and Osage Avenue.

The "Remember the Wildcats" street dance features three distinctively different bands from 6 to 10:30 p.m. Saturday. The Cigarettes will be playing rock, fusion jazz and improvisational jazz at the corner of Frank Phillips Boulevard and Keeler Avenue. At Fifth and Keeler, the Big Band sounds of Norma Stockman will have alumni jitters and swing dancing.

And at Fifth and Osage, the country western sounds of Straight Shooter will feature Bartlesville native and Nashville recording artist Jenny Lynn. Three concession stands plus the Wildcat store will be set up if items are left at that time, said Hess.

Sunday night Wildcat Weekend II concludes with the "Remember the Wildcats" Barbecue Bash and Celebration featuring the Bopcats band from Tulsa entertaining at Custer Stadium, along with parachutists and fireworks.

"It's thunderous — absolutely incredible," said Hess.

A little bit of history  
The College High building was completed in 1939, and although they didn't attend class there, the Class of '39 graduated there. The first class to actually attend was 1940.

Reasoning behind naming the school College High was that it

shared space with a junior college. Around 1953, the junior college packed up and left, said Hess.

In 1981, the controversy that would continue to surround the school began.

A school bond issue was offered for a vote and contained in it was a provision to consolidate College High with its rival high school, the Sooner High Spartans. The new name would be the Bartlesville High School, the mascot the Bruin and the colors dark blue and light blue.

What happened next outraged the community. "The people turned the bond issue down flat. The following year they the board of education did it anyway, they just voted and changed it. People were just furious — livid," said Hess.

"We're an endangered species," said Sanford. "Some years later Hess and other CHS alumni, tired of the perennial griping, decided to do something positive."

"One morning I was in the shower and I had this idea that we should start this College High Memorial Scholarship Program," said Hess.

The idea blossomed and as of May 11, the group had financed college educations for 16 Bartlesville high school students and had raised more than \$50,000.

"So that went so well, we thought we'll just have a reunion of everyone from College High. So Memorial Day holiday in '90, the town was awash in Wildcats," Hess said.

Along with Hess, Wildcat Weekend II is the result of the energy and brainpower of "Team Wildcat Weekend II": Bart Williams, vice chairman; Imogene Penster and husband Bob, "computer work horses"; Ova Lee Brown, secretary; Bill Allen,

parade; Rook Swindell, street dance and class organizer; Tom Tate, street dance and class organizer; Karen Brown, advertising; Fred Morris, fireworks; Richard Harris, legal consultant; Ken Dolson, special school liaison; Martha Ledgerwood, graphics; and others "too numerous to mention" who helped with mailouts, class organizing and the 17 member scholarship selection committee.

Even though the consolidation of the schools was the cause of much ire on the part of many College High Wildcats and Sooner High Spartans, in retrospect, Hess said he could see that there were good reasons to do so, although he didn't agree with everything that was done.

"There was a lot of trouble between College High and Sooner," said Hess. "It was fun for us, for the people who were in College High and Sooner, but for their parents and for the community, it was dangerous. It's better to have one and it's certainly better not to have that kind of a problem. I still think they should have the Wildcats, but you don't have to print that."

Registration will be noon to 6 p.m. Friday, May 26, from 8 a.m. to 8 p.m. Saturday, May 27, and noon to 4 p.m. Sunday in the (former) College High field house. Cost for the weekend is \$20 for alumni and guests, and \$10 for their children under 12. Some events are additional: Singles Brunch, \$7; golf green fee and tennis fee.

The planning committee needs donations to fund this event. If you would like to contribute, send your check to Wildcat Weekend II, P.O. Box 2852, Bartlesville, OK 74005. For information, call the Wildcat Hotline, 918-338-0050, or write to the Wildcat Weekend II address above.



### Schedule of events

Here's a breakdown of events for Wildcat Weekend II:

- Friday, May 26**
  - Noon - 6 p.m. — Arrival and registration. (former) College High Gymnasium.
  - Individual class reunions and get-togethers (see class list).
- Saturday, May 27**
  - 8 a.m. - 8 p.m. — Registration continues.
  - 10:30 - 11:30 a.m. — Singles Brunch, First Baptist Church, Singles Building, Fifth and Osage (old Leonard Printing building).
  - 1 p.m. — "Remember the Wildcats" Grand Parade with 500 Wildcat Marching Kazoo Band.
  - Class get-togethers all afternoon (see class list).
  - 8 - 10:30 p.m. — "Remember the Wildcats" Street Dance downtown with three bands to please every generation of "cats."
  - Afterparties all over town.
- Sunday, May 28**
  - 10:30 a.m. — Church service, Bartlesville Community Center, Adams at Cherokee.
  - 10 a.m. — Tennis, north courts at high school.
  - 11:30 a.m. - 2 p.m. — Tee times at Adams Golf Course.
  - 4 p.m. - 7 — "Remember the Wildcats" Barbecue Bash and Celebration. Food, music and entertainment from the Bopcats from Tulsa at Custer Stadium.

### Description

Bartlesville Examiner-Enterprise - May 21, 1995

### Weekend II Wildcat

More than 3,000 alumni expected

By Carol Cole Mills E-E Staff Reporter

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Alumni of classes from 1940 to 1982 will gather to share memories, party and get reacquainted with a nonstop whirlwind of activities at Wildcat Weekend II, May 26-28.

The last mass reunion in 1990 was an unmitigated success drawing about 3,000 alums, said Jim Hess, Class of '61 and chairman of the reunion committee. In 1990, he found out Wildcat reunions are a little different than most.

## 2020.96.02 Newspaper

Bartlesville Area History Museum

"It was an incredibly spiritual experience - it wasn't just a party," said Hess. "In fact, some of the old timers from the police department said we were uncharacteristically well-behaved."

Though the Wildcat alumni may have grown up a bit, the City Council did authorize blocking off a full nine block area of downtown in preparation for Saturday's three-band street dance.

The closeness of the group is one of the things that makes the weekend special, said Hess.

"It is not uncommon to see these people scream, run together, throw their arms around each other and cry. It happened (in 1990) over and over."

Scenes like that will be everywhere beginning with registration Friday afternoon, May 26 from noon until 6 p.m. at College High gymnasium. At registration alums will receive items to help them remember the weekend.

"They'll get some freebies and a license plate and they'll be able to buy all kinds of stuff at what we're calling the Wildcat store - gym bags, hats, mugs, shirts and shorts," said Hess.

Some of the high points from the rest of the weekend include the 500 Wildcat Marching Kazoo Band performing "On BHS" at 1 p.m. Saturday, floats from Bob Sanford, Class of '53, and a 1952 Plymouth driven by Karen Brown, Class of '63.

The Singles Brunch is geared for single, divorced and widowed alumni at 10:30 a.m. Saturday in the Singles Building at the First Baptist Church, Fifth Street and Osage Avenue.

The "Remember the Wildcats" street dance features three distinctively different bands from 6 to 10:30 p.m. Saturday. The Gigsters will be playing rock, fusion jazz and improvisational jazz at the corner of Frank Phillips Boulevard and Keeler Avenue. At Fifth and Keeler, the Big Band sounds of Norma Stockman will have alums jitterbugging and swing-dancing.

And at Fifth and Osage, the country western sounds of Straight Shooter will feature Bartlesville native and Nashville recording artist Jenny Lynn. Three concession stands plus the Wildcat store will be set up if items are left at that time, said Hess.

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The planning committee needs donations to fund this event. If you would like to contribute, send your check to Wildcat Weekend II. P.O. Box 2552. Bartlesville OK 74005. For information, call the Wildcat Hotline, 918-335-0050, or write to the Wildcat Weekend II address above.

### Schedule of events

Here's a breakdown of events for Wildcat Weekend II:

#### Friday, May 26

- o Noon - 6 p.m. - Arrival and registration, (former) College High Gymnasium.
- o Individual class reunions and get-togethers (see class list).

#### Saturday, May 27

- o 8 a.m. - 5 p.m. - Registration continues.
- o 10:30 - 11:30 a.m. - Singles Brunch, First Baptist Church Singles Building, Fifth and Osage (old Leonard Printing building).
- o 1 p.m. - "Remember the Wildcats" Grand Parade with 500 Wildcat Marching Kazoo Band.
- o Class get-togethers all afternoon (see class list).
- o 6 - 10:30 p.m. - "Remember the Wildcats" Street Dance downtown with three bands to please every generation of "cats."
- o Afterparties all over town.

#### Sunday, May 28

- o 10:30 a.m. - Church service, Bartlesville Community Center, Adams at Cherokee.
- o 10 a.m. Tennis, north courts at high school.
- o 11:30 a.m. - 2 p.m. Tee times at Adams Golf Course.
- o 4 p.m. - ? - "Remember the Wildcats" Barbecue Bash and Celebration. Food, music and entertainment from the Bopcats from Tulsa at Custer Stadium.

(Photo Caption)

## **SIGNATURES**

There are 2 petitions appended to this proposal. The first petition (which is handwritten) contains approximately 215 signatures from Bartlesville residents. The second petition (which is typed) contains approximately 246 signatures. This second petition was created using an online petition generator (Change.Org) to reach Bartlesville residents unable to sign in-person, and also former Bartlesville residents who were familiar with Jim Hess or who benefitted from the College High Scholarship Fund. The link to that online petition is: <https://chng.it/q6KBs9sWw4>

I would like to note that both petitions were posted for *less than 10 days*, and I suspect that many more than these 461 signatures would have been collected for the petition in more time.

*“Jim was a wonderful man of great character, a friend to all, who contributed to the business community and its vitality. He was greatly civic minded, and he worked diligently, often behind the scenes, to make Bartlesville a better place. During the 36 years I spent in Bartlesville, he was one of the city’s most important voices. We share the same birthday, May 22, and we never failed to wish each other the best on that day. Like so many others, I miss him. And naming a street after him would be a way to honor him forever.”* – **Linda Mahoney**

*“Jimmy was a community leader and Bartlesville’s biggest fan”*  
– **Becky Sewell Slack**, former Sheriff’s Deputy

*“Jimmy was the best thing that ever happened to Bartlesville”* – **Joni Robbins Chermak**

\*\* As our family history notes, the Hess family business was located near the requested section of street between Shawnee and Delaware for almost 57 years. However, I want to be very clear that *the business at the location is no longer associated with the Hess family in any way. After Jim Hess’ death in November 2021, the building and business were sold.*



**PETITION FOR THE JAMES A. HESS BLVD HONORARY STREET SIGN**  
(to be placed on 5<sup>th</sup> Street at Shawnee)

	Printed Name	Address	Signature
1	Chante Tuttle	225 N. Claycom Ave	<i>Chante Tuttle</i>
2	Alex M.	215 N Creek	<i>Alex M.</i>
3	Aaron Goodwin	1117 Dewey	<i>Aaron Goodwin</i>
4	Rhonda Davis	321 N. Margarita	<i>Rhonda Davis</i>
5	Christy Davis	321 N Margarita	<i>Christy Davis</i>
6	Richard Harris	11782 Keser	<i>Richard Harris</i>
7	Tanquisha Sayles		<i>Tanquisha Sayles</i>
8	T.C. Cole		<i>T.C. Cole</i>
9	R. J. Stump		<i>R. J. Stump</i>
10	Kenny Henry	1106 S. Dewey	<i>Kenny Henry</i>
11	GLENN PURVIS	122 N. GURPAW	<i>Glenn Purvis</i>
12	Danyan	811 S Oak	<i>Danyan</i>
13	D. GARD	1125 S. DEWEY AVE	<i>D. GARD</i>
14	May Pierson	544 E 14 <sup>th</sup>	<i>May Pierson</i>
15	Bob Stump	1435 valley rd	<i>Bob Stump</i>
16	<del>Bob</del> Nic Stull	912 Shawnee Ave.	<i>Nic Stull</i>
17	Tracynola Ault	178 CR 2197	<i>Tracynola Ault</i>
18	Cole Ingmire		
19	Kevin Watson		<i>Kevin Watson</i>



**PETITION FOR THE JAMES A. HESS BLVD HONORARY STREET SIGN**  
(to be placed on 5<sup>th</sup> Street at Shawnee)

	Printed Name	Address	Signature
20	Josh Geason		Josh Geason
21	Sandra Woffard		Sandra Woffard
22	Ralph Woffard		Ralph Woffard
23	Atsoo Dosoo		<del>Atsoo Dosoo</del>
24	Mathew Wall		M.B.
25	Barrie D		Barrie D
26	Bynce Hawkins		Bynce Hawkins
27	Alexandra Freeman		Alexandra Freeman
28	Stephanie Burke		Stephanie Burke
29	K.H. Loren		K.H. Loren
30	Elizabeth Featherston		Elizabeth Featherston
31	James Featherston		James Featherston
32	CLARENCE TOWERS		Clarence Towers
33	Sarah Brown		Sarah Brown
34	Dan Richburg		Dan Richburg
35	Danny Richburg		Danny Richburg
36	Amanda Merchant		Amanda Merchant
37	De'Marco Daily		De'Marco Daily
38	Barbara Perkins		Barbara Perkins



**PETITION FOR THE JAMES A. HESS BLVD HONORARY STREET SIGN**

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	Printed Name	Address	Signature
39	ERIK LEWIS		<i>[Signature]</i>
40	Steve Clark		<i>[Signature]</i>
41	Johnathon Stacy		<i>[Signature]</i>
42	RICHARD L. WINNER		<i>[Signature]</i>
43	Elizabeth Andrews		<i>[Signature]</i>
44	Alvin Loggins		<i>[Signature]</i>
45	Sarah Loggins		<i>[Signature]</i>
46	Summie Loggins		<i>[Signature]</i>
47	Stacey Alexander		<i>[Signature]</i>
48	Kenny Ramey		<i>[Signature]</i>
49	M. Sue Alexander		<i>[Signature]</i>
50	Ron Alexander		<i>[Signature]</i>
51	Dana Harvell		<i>[Signature]</i>
52	Joseph Weller		<i>[Signature]</i>
53	Byron Mann		<i>[Signature]</i>
54	Cheryl Eie		<i>[Signature]</i>
55	Amber Green		<i>[Signature]</i>
56	MIKE POMPRET		<i>[Signature]</i>
57	Eddie Roper Jr.		<i>[Signature]</i>





**PETITION FOR THE JAMES A. HESS BLVD HONORARY STREET SIGN**

(to be placed on 5<sup>th</sup> Street at Shawnee)

	Printed Name	Address	Signature
58	Ashley Johnson	1465 S. Oak Ave	Ashley Johnson
59	Steve Bell	1038 Grandview	Steve Bell
60	Kim Bell	1038 Grandview	Kim Bell
61	Joyce Griggs	1219 Osage	Joyce Griggs
62	Tyler Blankenship		Tyler Blankenship
63	Mike Stein		Mike Stein
64	Kevin Ramacker	23536 N 4025 Rd, Butlerville	Kevin Ramacker
65	Thomas A. Doty	1600 CHEROKEE R	Thomas A. Doty
66	Tracy Landolph	1902 JACK LN.	TRACY S. Landolph
67	James Landolph	1902 Jack Ln.	James Landolph
68	Jeff Wyatt		Jeff Wyatt
69	Jaclyn Larmore	1409 S. Oak Ave.	Jaclyn Larmore
70	Amanda Cheat	508 S Chataw Ave	Amanda Cheat
71	Timothy Weigand	1530 SW Sammie Ave.	Timothy Weigand
72	Shad Jackson	200 N Santa Fe	Shad Jackson
73	Charles McInally	396241 W 2385 dr	Charles McInally
74	Robert C Tate	1720 S. Osage Ave	Robert C Tate
75	Christophy Anderson.	1720 S. Osage. Ave	Christophy Anderson.
76	Russell Combs	123 SE Redwood	Russell Combs



**PETITION FOR THE JAMES A. HESS BLVD HONORARY STREET SIGN**  
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	Printed Name	Address	Signature
77	Ragon B. Steele	1830 Southview	Ragon Steele
78	Susie Baker	416 N Fenway Ave Bille	Susie Baker
79	Kylee Baker	416 N. Fenway Ave	Kylee Baker
80	Kenya Baker	416 N. Fenway Ave	Kenya Baker
81	Taylor Arnett	211. Mistletoe	Taylor Arnett
82	Amanda McInten	506 S. Hickory	Amanda McInten
83	Lisa McAvoxy	1706 middle Path Rd	Lisa McAvoxy
84	Brian Krock		Brian Krock
85	Jim [unclear]	1409 Southview	Jim [unclear]
86	STEPHEN L. HORN	1607 1316 ASH ST WOKHUSKER OK	Stephen L. Horn
87	Brian Horn	1607 Bayard OK	Brian Horn
88	Robert Pearson	2604 MTN RD	Robert Pearson
89	John Kesh	501 Choctaw	John Kesh
90	Logan Goldstick	2 Goldstick	Logan Goldstick
91	Chris Baker		Chris Baker
92	Cody Bunker	115 E 21 <sup>st</sup> St	Cody Bunker
93	Michael Wood		Michael Wood
94	Brian Adams		Brian Adams
95	Rebbie Ward		Rebbie Ward



**PETITION FOR THE JAMES A. HESS BLVD HONORARY STREET SIGN**  
(to be placed on 5<sup>th</sup> Street at Shawnee)

	Printed Name	Address	74006	Signature
96	Michelle Sittler	210 Prairie Ridge Blvd		<i>[Signature]</i>
97	Jennifer Hartz	1216 Shawnee Ave <sup>7/1003</sup> Bldg		<i>[Signature]</i>
98	Nic Skull	9125 Shawnee Ave		<i>[Signature]</i>
99	<i>[Signature]</i>	812 Laurel		<i>[Signature]</i>
100	<i>[Signature]</i>			<i>[Signature]</i>
101	Anthony Korman	906 S. Wyandot Ave		<i>[Signature]</i>
102	Heather Tom	1728 SW Jennings		<i>[Signature]</i>
103	Johnny Hanson Jr	503 S Shawnee		<i>[Signature]</i>
104	Dea Hanson	503 S Shawnee		<i>[Signature]</i>
105	David Jackson			<i>[Signature]</i>
106	Marna Atwell			<i>[Signature]</i>
107	Dustin Sears	4724 Harrod Pl		<i>[Signature]</i>
108	Quint Ceeler	911 Delaware		<i>[Signature]</i>
109	Tristan Hogue	11615 Okes Rd		<i>[Signature]</i>
110	Cheli Jones	12005 Armington		<i>[Signature]</i>
111	Robert Burns	11 11		<i>[Signature]</i>
112	Shelly Harrington	Copan		<i>[Signature]</i>
113	Michelle Burr	Maple		<i>[Signature]</i>
114	Sam Duns	cut		<i>[Signature]</i>



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	Printed Name	Address	Signature
115	Amy Scott	404 Nebraska Ct Bville, OK	Amy Scott
116	Amanda Schellack	141 Crestview Pr Bville, OK 74003	Amanda Schellack
117	Savannah Scott	2021 S Osage Ave Bartlesville, OK	Savannah Scott
118	Shelby cen		Shelby cen
119	Joseph Ewertz		Joseph Ewertz
120	Danitra Crane	507 Larchmont Dr.	
121	Candice Bolding		Candice Bolding
122	Stella Moody	Box 110	Stella Moody
123	Andrew Hartness	101 S. Comanche	Andrew Hartness
124	Tanner Conway	517 S. Quapaw Ave	Tanner Conway
125	James Bennett	1626 Hillcrest	James Bennett
126	Travis Dillen	126 NE U. I. Shire	Travis Dillen
127	Ryndel J Ray	3837 Maryland St	Ryndel J Ray
128	Phillip Conlee	232 SE Aurdale	Phillip Conlee
129	Elin Lively	215 Staats Dr	Elin Lively
130	Henry Kidd	403 NW Hawthorne	Henry Kidd
131	John Scott	113 20 <sup>th</sup> St	John Scott
132	Ray Henderson	15 1/4 Silace	Ray Henderson
133	Kathy Burris Link		Kathy Link
134/135	Judy Dethlefsen	John Dethlefsen	Judy Dethlefsen



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	Printed Name	Address	Signature
136	DAVID LEE HESS	719 San Marcos St	<i>[Signature]</i>
137	Chris Bailey	513 Larchmont	<i>[Signature]</i>
138	Amanda Hardy	5113 Larchmont	<i>[Signature]</i>
139	Terlanda Jones	<del>520 E. 5th</del>	<i>[Signature]</i>
140	Billy Harry	523 Lindenwood Drive	<i>[Signature]</i>
141	Bradley Braufeld	320 S Wyndotte	BRADLEY
142	Joey Barne	218 N Kah	<i>[Signature]</i>
143	Imberly Maynard	524 S Seneca	<i>[Signature]</i>
144	Chad Bales	212 14th St	<i>[Signature]</i>
145	Kymmie Deatherage	252 SE Wulshof B. Wille Dr	<i>[Signature]</i>
146	GERALD Scroggins	305 N MARGARITE	<i>[Signature]</i>
147	Brett Timmer	1318 OAKdale	<i>[Signature]</i>
148	George Warner	572 Split Rock Rd	<i>[Signature]</i>
149	Ann Sullivan	NTS	<i>[Signature]</i>
150	Herb Cline	2250 S. OSAGE	<i>[Signature]</i>
151	Michael Hackmann		<i>[Signature]</i>
152	Jamie Custer		<i>[Signature]</i>
153	Adrian Jones JR		<i>[Signature]</i>
154	Michael Steen	209 N CREEK	<i>[Signature]</i>



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	Printed Name	Address	Signature
155	Paul Rejda		<i>[Signature]</i>
156	Candice Rejda		<i>Candice Rejda</i>
157	TRAVIS FORTH		<i>[Signature]</i>
158	Krista Lorenz		<i>Krista Lorenz</i>
159	Margaret Hackler		<i>[Signature]</i>
160	Cynthia Krosch		<i>Cynthia Krosch</i>
161	Tahya Ogans		<i>Tahya Ogans</i>
162	Lacey Hale		<i>Lacey Hale</i>
163	Bryson Kilpatrick		<i>[Signature]</i>
164	Jaycee Hugel		<i>Jaycee Hugel</i>
165	Nick Rader		<i>[Signature]</i>
166	Deandra Shelton		<i>[Signature]</i>
167	Edna Moore		<i>Edna Moore</i>
168	Shane Krause		<i>[Signature]</i>
169	Ramanda Green		<i>Ramanda Green</i>
170	Lindsey Rovenstine		<i>[Signature]</i>
171	Lindsay Edwards		<i>L. Edwards</i>
172	Adrian Chabby		<i>[Signature]</i>
173	Cole, Josh		<i>[Signature]</i>



**PETITION FOR THE JAMES A. HESS BLVD HONORARY STREET SIGN**  
 (to be placed on 5<sup>th</sup> Street at Shawnee)

	Printed Name	Address	Signature
174	Johnny Holland	608 N. 10 <sup>th</sup> Street	<i>Johnny Holland</i>
175	DuAnn Foster	915 S Deiny	<i>DuAnn Foster</i>
176	Coke Taylor	"	<i>Coke</i>
177	Kim Carlson		<i>Kim Carlson</i>
178	Sheryl Lummons		<i>Sheryl Lummons</i>
179	Earl Farris		<i>Earl Farris</i>
180	R P CHOUT	509 Elm ST NW	<i>R P Chout</i>
181	Gretchen Fisher	3417 Wildwood Ct.	<i>G Fisher</i>
182	Carl Lee	516 E 11 <sup>th</sup>	<i>Carl Lee</i>
183	Eric Jackson	718 SE Delaware	<i>Eric Jackson</i>
184	Ray R. [unclear]	1501 Hillcrest Dr	<i>Ray R. [unclear]</i>
185	Carol Fabian	808 NW Lupa	<i>Carol Fabian</i>
186	Kristin Braccetta	2026 Sprueng	<i>Kristin Braccetta</i>
187	Mike Budon	1500 Moonlight	<i>Mike Budon</i>
188	<del>[unclear]</del>	<del>[unclear]</del>	<del>[unclear]</del>
189	Teresa Smith	523 E 13 <sup>th</sup> St.	<i>Teresa Smith</i>
190	Kendall Allison	2228 S Osage	<i>Kendall Allison</i>
191	Ryan Woods		<i>Ryan Woods</i>
192	Scott Townsend	1816 S Cherokee	<i>Scott Townsend</i>



**PETITION FOR THE JAMES A. HESS BLVD HONORARY STREET SIGN**  
(to be placed on 5<sup>th</sup> Street at Shawnee)

	Printed Name	Address	Signature
193	Deana Richburg		Deana Richburg
194	Walter Decker	1348 S Orange	Walter Decker
195	Robert Griep	1217 1/2 Roway	Robert Griep
196	Jacob Diakiso		Jacob Diakiso
197	Jessica Inman		Jessica Inman
198	Camden Inman		Camden Inman
199	Alexandra Foreman	569 Shawnee Ave	Alexandra Foreman
200	Beck Dye	526 Shawnee Ave	Beck Dye
201	Allie Coyle	526 Shawnee	Allie Coyle
202	Brandon Heppas		Brandon Heppas
203	Dalton Scumpter		Dalton Scumpter
204	Jonathan Stag	410 S Shawnee Ave	Jonathan Stag
205	Paul Pappin	407 Lindenwood	Paul Pappin
206	Derrick Huey	1243 S. Santa Fe Ave	Derrick Huey
207	Orville Burks	220 NE Wilshire	Orville Burks
208	Ron Citchlow	408 West Hester Ln	Ron Citchlow
209	Allan Agers	909 S. Wyandotte	Allan Agers
210	Jennifer Hancock	201 S.E. Avondale #14	Jennifer Hancock
211	Roger Magana	201 S.E. Avondale #14	Roger Magana



Printed Name

Address

Signature

212

Bill Hollander

1716 S. OSAGE AVE - BIVILLE



JEFF GRAY

826 S CHOCTAW AVE



JOHN HADLEY

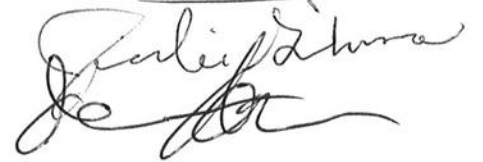
398661 W 1400 RD



Julie Gilmore

Johnny HASSON

503 SHAWNEE



Amanda McInton

15065 - Hickory



Name	City	State	Postal Code	Country
David Hess	Austin	TX		US
Judith Cannon	Bartlesville	OK	74003	US
Erin Lively	Dallas	TX	75270	US
Gina Gammon	Bartlesville	OK	74006	US
Charla Boroughs	Broken Arrow	OK	74012	US
Mike Epps	Bartlesville	OK	74006	US
Carl McCullough	Matthews	NC	28104	US
Rosemary Caswell	Bartlesville	OK	74006	US
Robert Wilson	Bartlesville	OK	74006	US
Anne Jolley	Medford	OR	97504	US
Dedra Morgan	Bartlesville	OK	74003	US
Betsy Faust	Bartlesville	OK	74003	US
Alison Bryant	Bartlesville	OK	74006	US
John Cary	Bartlesville	OK	74003	US
Anthony Minden	Ballwin	MO	63021	US
Susan Stevens	Tulsa	OK	74102	US
Kristi Sanders	Bartlesville	OK	74006	US
Ryan Stratton	Bartlesville	OK	74003	US
David Miller	Springfield	MO	65802	US
Karen Tucker	Bartlesville	OK	74003	US
Vanessa Drummond	Oklahoma City	OK	73107	US
Kasey Young	Bixby	OK	74008	US
Benita Shea	Bartlesville	OK	74006	US
Maria Gus	Bartlesville	OK	74006	US
Kay Standridge	Bartlesville	OK	74006	US
Debbie Cunningham	Bartlesville	OK	74006	US
Cindy Holt Taber	Fort Worth	TX	76112	US
K Denise Ellis	Bartlesville	OK	74003	US
Meghan Minden	St Louis	MO	63141	US
Bill Williams	Bartlesville	OK	74003	US
Karyn Shea	Bartlesville	OK	74006	US
Cindy Dronyk	Bartlesville	OK	74006	US
Stephanie Birmingham	Richmond	TX	77406	US
Lani Manuel	Lenoir City	TN	37772	US
Linda Maloney	Bartlesville	OK	74006	US
Philip Tarbox	Red Lodge	MT	57103	US
Robert Gulley	Bartlesville	OK	74003	US
Stephanie Moore	Bartlesville	OK	74003	US
Tyler Lee	Bartlesville	OK	74006	US
Frances McElroy	Bartlesville	OK	74006	US
Whitney Dyer	Bartlesville	OK	74006	US
Laura Birk	Bartlesville	OK	74006	US
Summer Austin	Bartlesville	OK	74006	US
Sara Freeman	Bartlesville	OK	74006	US
Tommie Endo	Claremore	OK	74017	US
Karen Cline	Bartlesville	OK	74006	US

Bj Birmingham	Bartlesville	OK	74006 US
Gordon Welch	Fort Smith	AR	72903 US
Richard Hugo	Davenport	FL	33837 US
Catherine Laurent	bartlesville	OK	74003 US
Zach Elkins	Bartlesville	OK	74003 US
Kim Coppedge	Bartlesville	OK	74006 US
Toni Armitage	Bartlesville	OK	74003 US
Benjamin Ames	Bartlesville	OK	74006 US
Ashlee Elmore	Bartlesville	OK	74006 US
F Price Connors	Bartlesville	OK	74006 US
Laura Magee	Broken Arrow	OK	74014 US
Rhett Mathews	Bartlesville	OK	74006 US
Carla Cherry	Bartlesville	OK	74006 US
Kim McManus	Bartlesville	OK	74003 US
Eden Wheeler	Bartlesville	OK	74006 US
Jeff McChesney	Bartlesville	OK	74006 US
JuLayne Trimble	Bartlesville	OK	74006 US
Connie Oder	Grove	OK	74344 US
Linda Yeoman	Bartlesville	OK	74005 US
Heidi Martin	Portland	OR	97214 US
Susan Burris	Lake Jackson	TX	77566 US
Allen Morgan	Santa Rosa Beach	FL	32459 US
Chris Barnhill	Bartlesville	OK	74006 US
Laura Walton	Bartlesville	OK	74003 US
Cindra Pribil	Bartlesville	OK	74003 US
Olivia Hastings	Bartlesville	OK	74006 US
Debbie Neece	Bartlesville	OK	74006 US
Melissa Mayes	Bartlesville	OK	74006 US
Jody Bunch	Bartlesville	OK	74006 US
Patty Hambrick	Bartlesville	OK	74003 US
Deanna Maye	Bartlesville	OK	74006 US
Karan Burch	Bartlesville	OK	74003 US
Milagros Cappelletti	Bartlesville	OK	74003 US
Laramie King	Bartlesville	OK	74003 US
Carolyn Mahin	Norman	OK	73072 US
Blake Baxter	Bartlesville OK	OK	74003 US
Cierra Gaskill	Bartlesville	OK	74006 US
Shows Christina	Owasso	OK	74055 US
Tamra Rogers	Bartlesville	OK	74006 US
Pam Knuth	Kansas City	MO	64108 US
Angela Perrey	Bartlesville	OK	74003 US
Alexandrea Foreman	Bartlesville	OK	74003 US
Lonnie Adams	Bartlesville	OK	74003 US
Darla Tresner	Bartlesville	OK	74006 US
Jenny McKinney	Claremore	OK	74017 US
Janice Holland	Bartlesville	OK	74006 US
Brianna Settlemeyer S	Claremore	OK	74017 US

Angela Wilson Perez-	Bartlesville	OK	74003 US
Amanda Reed	Bartlesville	OK	74006 US
Angela Alderman	Chicago	IL	60623 US
Laurie Kelty	Broken Arrow	OK	74014 US
Catherine Cherry	Oklahoma City	OK	73107 US
Kimberly Davis	Broken Arrow	OK	74012 US
Bobby Watkins	Peggs	OK	74441 US
Carlson Hollie	Ochelata	OK	74051 US
Kathryn Morgan	Bartlesville	OK	74006 US
Robin Jones	Carthage	MO	64836 US
Sarah OConnell	Bartlesville	OK	74003 US
Wood Don	Bartlesville	OK	74006 US
Pam Bonifield	Bartlesville	OK	74006 US
Stephanie Jolley	Phoenix	AZ	85001 US
Alex Milligan	Bartlesville	OK	74003 US
Elizabeth Campbell			US
Vicki Turner	Nevada	MO	64772 US
Terri Edwards	Kirksville	MO	63501 US
Ann Cleary	Bartlesville	OK	74003 US
Mindy Leisure	Bartlesville	OK	74003 US
Brian Saltzman	Bartlesville	OK	74006 US
Diane DeBrosse	Austell	GA	30168 US
Eric Vardeman	Broken Arrow	OK	74012 US
Frances Stumpff	Bartlesville	OK	74006 US
Robert Rowe	Bartlesville	OK	74003 US
Jana Colgate	Loveland	CO	80537 US
Bernadine Teague	Skiatook	OK	74070 US
Mike Shea	Bartlesville	OK	74006 US
Dennis Logan	Bartlesville	OK	74006 US
Kathy Abeyta	Bartlesville	OK	74003 US
Margaret Nixon	Broken Arrow, Oklahom	OK	74014 US
Nathan Horsman	Kansas City	MO	64124 US
Nancy Wake	Bartlesville	OK	74006 US
Thelma Ivie	Bartlesville	OK	74006 US
STACY LEWALLEN	Bartlesville	OK	74006 US
April Hopper	Bartlesville	OK	74006 US
Stacy Tate	Ennis	TX	75119 US
Larry Dearman	Oklahoma City	OK	73115 US
Jessica Strain	Bartlesville	OK	74003 US
Ronda Williams	Copan	OK	74022 US
Kristy roper	Ramona	OK	74061 US
Amanda Neal	BARTLESVILLE	OK	74006 US
marcel calef	Hollywood	FL	33019 US
Jenna Milligan	Bartlesville	OK	74006 US
B Ketchum	Bartlesville	OK	74006 US
Dianne Dickinson	Bartlesville	OK	74006 US
Dianne Cabbage	Cave Creek	AZ	85331 US

Linda Moore	Bartlesville	OK	74003 US
Becky Wilson	Portland	OR	97068 US
Lisa Beeman	Bartlesville	OK	74006 US
Mark Haskell	Bartlesville	OK	74003 US
James McGraw	Bartlesville	OK	74003 US
Thomas Test	Bartlesville	OK	74003 US
Aleeyah Dean	Oklahoma City	OK	73119 US
Karla Amundson	Bartlesville	OK	74006 US
Angie Grimes	Bartlesville	OK	74006 US
Miles Hazels			US
Daniel Wilson	Bartlesville	OK	74003 US
Joshua Curphey	Peterborough		PE7 US
Jan Dunaway	Bartlesville	OK	74006 US
Jay Dyer	Bartlesville	OK	74006 US
Christine Staton	Bartlesville	OK	74006 US
Cathy Coatney	Conroe	TX	77301 US
Elmer Fudd	Bartlesville	OK	74006 US
Mark Bryant	Oklahoma City	OK	73108 US
Kyle Ppool	Bartlesville	OK	74006 US
George Tarbox	Bartlesville	OK	74003 US
Jessica Butler	Oklahoma City	OK	73107 US
Scott Piper	Bartlesville	OK	74006 US
Kathy Griffith	Wylie	TX	75098 US
Dick Hollis	Bartlesville	OK	74006 US
Marice Wasemiller	Austin	TX	78745 US
Linda Rickman	Bartlesville	OK	74003 US
Christie Roberts	Bartlesville	OK	74003 US
Jared Stockard	Jenks	OK	74037 US
Becca McDaniels	Nashville		37211 US
Sheree Stevens	Bartlesville	OK	74006 US
Jack Dennis			US
Brian Hadden	Broken Arrow	OK	74014 US
alicia henson	Bartlesville	OK	74006 US
Patty Foote	Bartlesville	OK	74006 US
Dusty Hardester	Bartlesville	OK	74006 US
CHRISTOPHER EUBANK	SPOKANE VALLEY		99016 US
Ronan Noe	Plainfield		60544 US
Joni Cosar	Bartlesville	OK	74003 US
Charlene Dodd	Catoosa	OK	74015 US
Mandi Ramaeker	Bartlesville	OK	74006 US
Charlene Dew	Bartlesville	OK	74003 US
Melanie Black	Bartlesville	OK	74006 US
Linda Neyer	Pleasanton	CA	94566 US
Sara Johnson	Dallas	TX	75270 US
Sam White	Lanham		20706 US
Elizabeth Rieke	Billings		59102 US
Carol Collins	Bartlesville	OK	74006 US

Sam Barnes	Oklahoma City	OK	73107 US
Theresa Reuter	Fort Lauderdale		33317 US
Rebecca Holland	Bartlesville	OK	74006 US
Gary Carter	Bartlesville	OK	74003 US
Fahima Syed	Washington		20068 US
Betty Lewis	Springdale	AR	72762 US
Granger Meador	Bartlesville	OK	74006 US
Stacy Klaus	Austin	TX	78713 US
Ashton Gross	Bartlesville	OK	74003 US
Karis Crain	Tulsa	OK	74102 US
Laura Kent	Oklahoma City	OK	73103 US
Kaysha Jamerson			US
Nancy Tennell	Bartlesville	OK	74006 US
Susan Vincent	Bartlesville	OK	74006 US
Ian Sherman	Columbus		43202 US
Janet Mitchell	San Jose		95138 US
Toye Leak	Bartlesville	OK	74006 US
Jory Vial	Boscobel		53805 US
Adam Kaluba	Burleson	TX	76028 US
Tehya Keen	Bartlesville	OK	74003 US
Alice Ann Stokes	Bartlesville	OK	74006 US
Nancy Warring	Bartlesville	OK	74006 US
Austin Ward	Corvallis	OR	97330 US
Josh Standiford	Lake Zurich		60047 US
Lemons Cindy	McQueenwy	TX	78123 US
Gretchen Fugett	London	WI	US
Donna Liston-Pippin	Bartlesville	OK	74029 US
Jennifer McCauley	Bartlesville	OK	74006 US
Charlotte Goldsmith	Deerfield Beach		33442 US
Justin Moore	Durham		27713 US
Arsene Junior JOSEPH	Lake Worth		33467 US
Cheryl Fregin	Bartlesville	OK	74006 US
Sam S			US
Jerry Sanders	Bartlesville	OK	74003 US
James Van Horn	Clinton	AR	72031 US
Tom Clailborne	Tulsa	OK	74102 US
Kathy Pine	The Bronx		10473 US
Ellen Tieszen	Plano	TX	75023 US
Sarah Hanks	Bartlesville	OK	74006 US
Caryn Ross	Oklahoma City	OK	73120 US
Jodie Sweet	Bixby	OK	74008 US
Noxly DeWeese	Plano		75074 US
Kevin Fromm	Austin	TX	78751 US
Joe Alger	Marco Island	FL	34145 US
Carla Tippie Proudfoot	San Antonio	TX	78207 US
Yoni Horovitz	New York		11219 US
Kelly Hillburn	Fort Collins	CO	80525 US

karen lira	Laredo		78041 US
Lyla Roberts	Charleston		28202 US
Damon Oconnor	Tustin		92780 US
Arfa Yaqub	Plainview	NY	11803 US
Gwendolyn Hayes	Batesville		38606 US
Ben Polsk	Bellevue		98006 US
Debbie E	Felton		19943 US
Lisa Maye	Bartlesville	OK	74006 US
Martha Talmage	Bartlesville	OK	74006 US
David Delahay	Bartlesville	OK	74006 US
Antony Auschwitz	Bartlesville	OK	74006 US
Kimberly Fogle	Oklahoma City	OK	73106 US




**James A. Hess Honorary Street Sign**

Friends of 5<sup>th</sup> Street: Nearly 500 signatures have been collected for the purpose of creating an honorary street sign for Jim Hess on 5<sup>th</sup> Street between Shawnee and Delaware. In addition to these signatures, we are required to collect signatures from 75% of the property owners on this stretch of street. The honorary street sign would NOT change the official name or GPS address of the street. A small blue sign would simply be added to the top of the existing sign, honoring my dad, Jim Hess. Thank you so much !!

BUSINESS Dusty Rose Cakes  
ADDRESS 503 1/2 SHAWNEE  
NAME JOHNNY HUDSON  
SIGNATURE [Signature]

BUSINESS Dusty Rose Cakes  
ADDRESS 503 1/2 SHAWNEE  
NAME Dusty Hudson  
SIGNATURE [Signature]

BUSINESS  For The Animals  
Veterinary Clinic  
500 E. 5th St.  
Bartlesville, OK  
74006  
(918) 815-9122  
4theanimals.com  
ADDRESS \_\_\_\_\_  
NAME Sarah Gordon  
SIGNATURE [Signature]

BUSINESS 5th + Shawnee Liquor  
ADDRESS S20 E 5th St,  
NAME Kevin Bamacker  
SIGNATURE [Signature]





**James A. Hess Honorary Street Sign**

Friends of 5<sup>th</sup> Street: Nearly 500 signatures have been collected for the purpose of creating an honorary street sign for Jim Hess on 5<sup>th</sup> Street between Shawnee and Delaware. In addition to these signatures, we are required to collect signatures from 75% of the property owners on this stretch of street. The honorary street sign would NOT change the official name or GPS address of the street. A small blue sign would simply be added to the top of the existing sign, honoring my dad, Jim Hess. Thank you so much !!

BUSINESS 5th Shawnee Liquor  
ADDRESS 520 E 5th St  
NAME Mandi Rymaeker  
SIGNATURE Mandi Rymaeker

BUSINESS CORNERSTONE Hospice  
ADDRESS 501 E 5th Street  
NAME S Petch  
SIGNATURE S Petch

BUSINESS \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
NAME \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

BUSINESS \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
NAME \_\_\_\_\_  
SIGNATURE \_\_\_\_\_



City of Bartlesville, Oklahoma  
**HONORARY STREET NAME SIGN APPLICATION**

City Hall; 401 S. Johnstone Avenue, Bartlesville, OK 74003

Phone: (918) 338-4251; Fax: (918) 338-4259



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

**1. Applicant Information**

Applicant's Name DAVID LEE HESS

Organization of Company \_\_\_\_\_

Street Address 719 SAN MARCOS ST AUSTIN TX 78702

Telephone ( ) <sup>512</sup> 507 6142 Fax ( ) \_\_\_\_\_ E-mail DAVID LEE HESS

@ gmail.com

**2. Honorary or Historic Street Name Request**

Street name requested (indicate "Honorary" or "Historic")

JIM HESS BLVD - HONORARY

Location of proposed designation: (For example, Johnstone Avenue from 4<sup>th</sup> Street to 5<sup>th</sup> Street)

5<sup>th</sup> Street from Shawnee to Delaware

**3. Required Submittals:**

Please submit the following items along with your request:

- A typed statement containing no fewer that 500 words, describing the significance of the person, place or event being honored. The statement should indicate why a particular section of street has been requested for the honorary designation.
- A petition of support for the proposed honorary or historic designation being requested. Said application should be signed by no fewer than fifty (50) residents of the City of Bartlesville, Oklahoma. The signatures of seventy-five (75) percent of the property owners on the section of street being requested for the honor should also be obtained. Special circumstances regarding street segment length or location, etc. will be considered on a case by case basis. The petition should be witnessed by one individual, and be **notarized** prior to submittal.

**4. Submission of Application**

Upon submission of this application, please allow four to six weeks for staff to review your request. Upon completion of the review, a letter will be sent to the applicant indicating the direction of the Committee. If recommended for approval, the letter will also contain information regarding the cost to the applicant of fabrication and installation of the honorary street name signs per the applicant's request.

**5. Signature of Applicant:**

My application consists of the following items necessary for a complete application. Please check:

- Completed Application Form
- Autobiography or statement regarding the person, place or event being honored:
- Petition of Support for honorary street name designated request:

Signature: [Signature] Date: 1/4/24

Printed Name: DAVID LEE HESS

**RESOLUTION NO. 3696**

**A RESOLUTION OF THE CITY OF BARTLESVILLE GIVING 5<sup>TH</sup> STREET FROM DELAWARE AVENUE TO SHAWNEE AVENUE THE HONORARY NAME OF “JIM HESS BOULEVARD”.**

**WHEREAS**, The Hess family owned and operated the 5<sup>th</sup> & Shawnee Liquor Store for 57 years prior to the passing of Jim Hess; and

**WHEREAS**, James Albert “Jim” Hess took over ownership of the store in 1977; and

**WHEREAS**, Jim Hess is a 1961 College High School Graduate and started the College High School Alumni Association and Scholarship Fund that has helped over 141 Bartlesville graduates attend college since its inception in 1986; and

**WHEREAS**, The College High Alumni Scholarship Fund provides financial assistance to Wildcat recipients each year that they make their grades in college; and

**WHEREAS**, Because of this legacy, Jim Hess has promoted education and growth for the young people of our community that has changed lives in a positive way; and

**WHEREAS**, Jim Hess has served as two-term president of The Friends of Bartlesville Library, has served as three-term president of the Washington County Historical Society, where he was instrumental in establishing the one-room school house at the Bartlesville Area History Museum, and has served as president of the Bartlesville Area History Museum and the BAHM Trust Authority; and

**WHEREAS**, Jim Hess has left a lasting impact on the Bartlesville community through education and helping preserve our history; and

**WHEREAS**, The Street & Traffic Committee has reviewed the application for honorary naming of 5<sup>th</sup> Street between Delaware Avenue and Shawnee Avenue, and has recommended approval of the application;

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

That 5<sup>th</sup> Street from Delaware Avenue to Shawnee Avenue is hereby given the honorary name of “Jim Hess Boulevard”. Provided, however, that the current and future mailing addresses shall remain unchanged.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 1ST DAY OF APRIL, 2024.**

\_\_\_\_\_  
Mayor Dale Copeland

ATTEST:

\_\_\_\_\_  
Jason Muninger, CFO/City Clerk

Approved as to form and legality this 1<sup>st</sup> day of April, 2024

\_\_\_\_\_  
Jess Kane, City Attorney



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

Consider and take possible action to approve a Resolution which accepts as complete the Fiscal Year 2021 Community Development Block Grant (CDBG) Small Cities Set-Aside Program project, Contract No. 18261, for Fifth Street sidewalk and street improvements.

- Attachments:
- (1) Aerials and Street Level Photos of Project
  - (2) Minutes/Summary of Final Public Hearing, March 5, 2024
  - (3) Resolution Approving and Accepting the 2021 Community Development Block Grant (CDBG) Project as Complete

**II. STAFF COMMENTS AND ANALYSIS**

In 2021, the Oklahoma Department of Commerce awarded \$228,333.00 in grant funding from the Fiscal Year 2021 CDBG Program to the City of Bartlesville. This was matched and leveraged with City funds totaling in the amount of \$286,047.00, for use in a project to serve low to moderate income areas of the city. The project site was Fifth Street right-of-way, from Santa Fe Avenue to Sunset Boulevard. The project involved installation of:

- Sidewalks, ramps, and tactile warning devices;
- Curb & gutter repairs;
- Concrete street rehabilitation on portions of 5<sup>th</sup> Street from Virginia Ave to Santa Fe Ave.

The work has been inspected and accepted as part of the City’s public infrastructure. Aerial images and street level photos of the completed project are attached.

**Project Financial Summary:**

Project Funds		KSL Dirt Works, LLC Bid & Agreement: \$489,900.00	
CDBG Funds:	\$228,333.00		
City Initial Matching Funds:	\$228,333.00		
Total Initial Estimated Budget:	\$456,666.00		
City ARPA Street Funds	\$ 33,234.00		
Total Modified Budget	\$489,900.00	\$489,900.00	KSL Bid & Agreement
Additional City ARPA Street Funds	\$ 24,480.00	\$ 24,480.00	Change Order for increase in final quantities for curb & gutter
Total Actual Project Cost:	\$514,380.00	\$514,380.00	

Participation in the CDBG Small Cities Set Aside Program requires the holding of a final public hearing after the completion of a grant-funded project to assess and discuss the City’s performance. The public hearing was held by City staff on March 5, 2024 and the minutes/summary of the hearing is attached. Another requirement, the subject of this agenda item, is the approval of a resolution by City Council, accepting the project as complete.

### **III. RECOMMENDED ACTION**

The City Council is requested to approve the attached Resolution which accepts as complete the Fiscal Year 2021 CDBG Small Cities Set-Aside Program project, Contract No. 18261.

# Total Project Area: Sunset Blvd to Santa Fe Ave

Approx. 0.75 mi



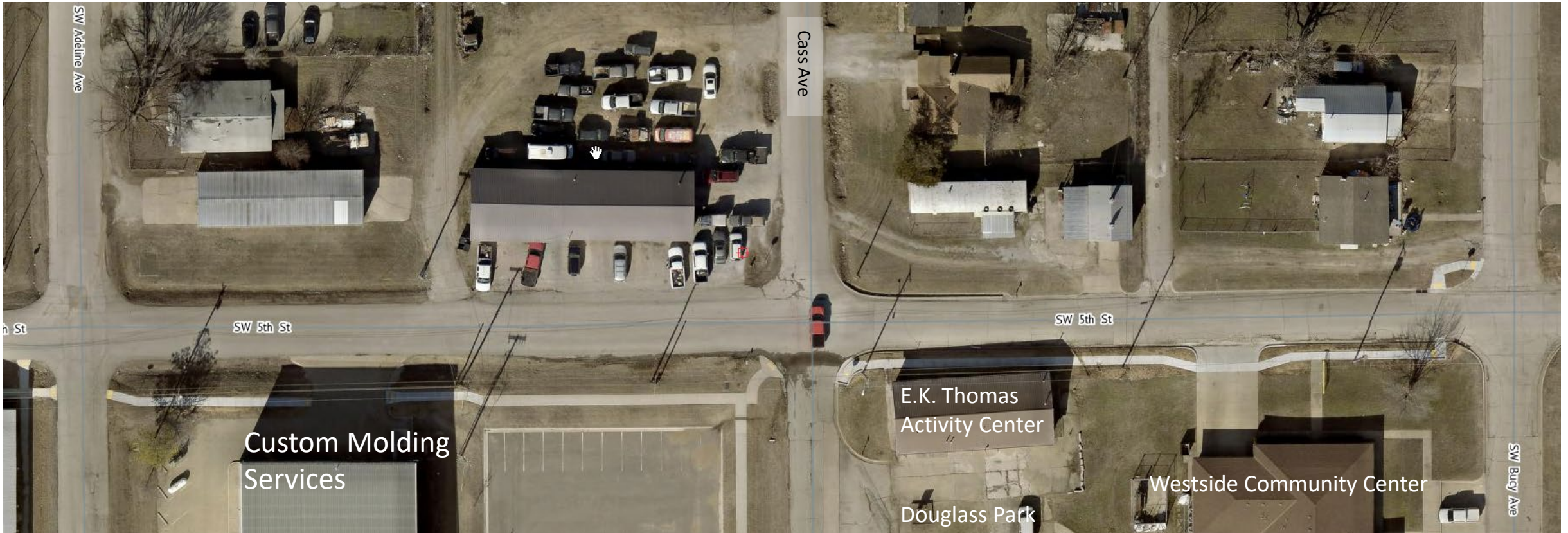
# Sunset Blvd to Adeline Ave

Approx. 640 ft / 0.12 mi



# Adeline Ave to Bucy Ave

Approx. 640 ft / 0.12 mi





# Bucy Ave to Rogers Ave

Approx. 640 ft / 0.12 mi



# Rogers Ave to Virginia Ave

Approx. 640 ft / 0.12 mi



# Virginia Ave to Seminole Ave

Approx. 665 ft / 0.13 mi



# Seminole Ave to Santa Fe Ave

Approx. 660 ft / 0.13 mi



Sunset Blvd to Adeline Ave, starting at Margarite Ave  
(All views looking east)



Adeline Ave (approaching Custom Molding Services)



## Adeline Ave (at Custom Molding Services)



## Approaching Agape Mission Parking Lot, E.K. Thomas Activity Center & Douglass Park



Cass Ave (E.K. Thomas Activity Center & Douglass Park)



Approaching Westside Community Center)



Westside Community Center





Westside Community Center (approaching Bucy Ave)



Bucy Ave, Crossing 5<sup>th</sup> Ave



# Bucy Ave



Towards Morton Ave



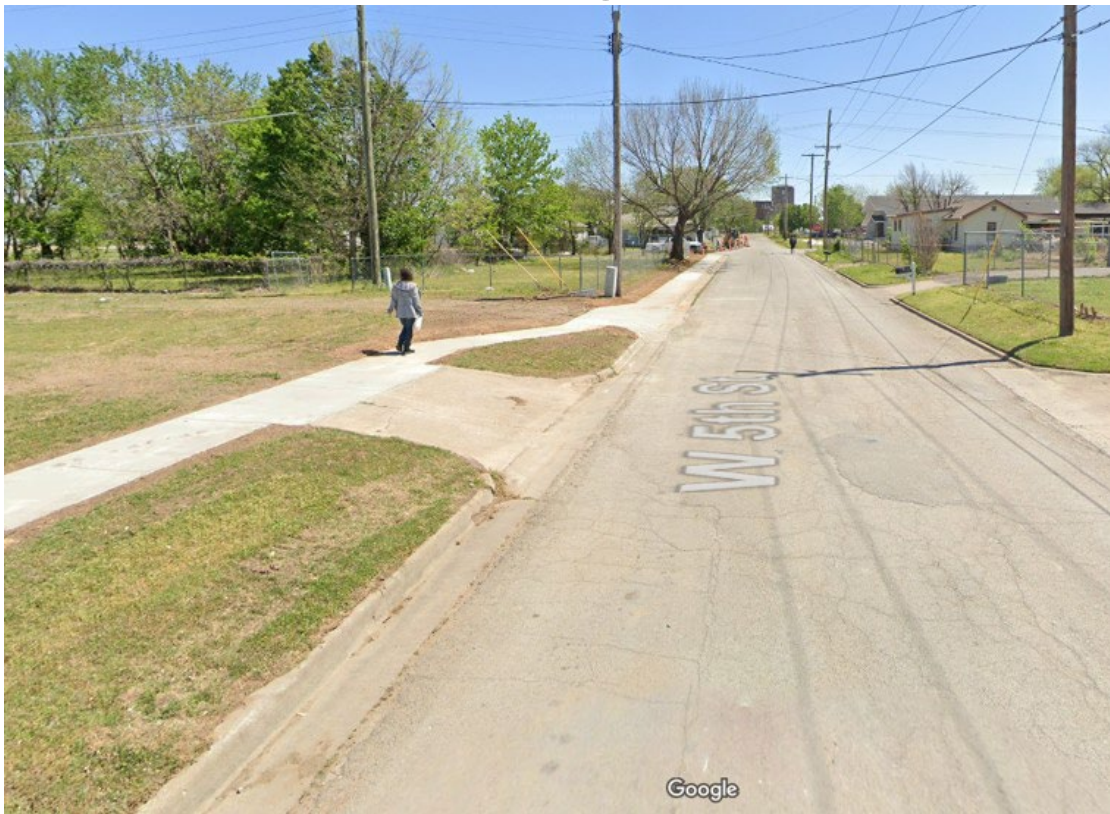
Morton Ave



Crossing Morton Ave



Towards Rogers Ave



Towards Rogers Ave



Rogers Ave (Concern Child Care Learning Center)



# Rogers Ave (Concern Child Care Learning Center)



Towards Penn Ave (Concern Center)



Concern Center



Concern Center (towards Penn Ave)



Penn Ave (towards AbilityWorks)





# AbilityWorks, towards Virginia Ave & Veterans Park



# 5th St. Improvement east of Virginia Ave, at Veterans Park, Boys & Girls Club, & Ballfields



# 5<sup>th</sup> Street Improvement



# 5<sup>th</sup> Street Improvement



# 5<sup>th</sup> Street Improvement



5<sup>th</sup> Street, at Seminole Ave



Seminole Ave



# Towards Cheyenne Ave



# Towards Cheyenne Ave





Cheyenne Ave (Looking North)



Cheyenne Ave (Looking East)



## Crossing Cheyenne Ave



## Towards Santa Fe Ave



Towards Santa Fe Ave



5<sup>th</sup> St & Santa Fe Ave, Looking South/Southeast



# 5<sup>th</sup> St & Santa Fe Ave, Looking North



5<sup>th</sup> St & Santa Fe Ave, Looking Southeast





**Public Hearing Minutes**

March 5, 2024

Prepared by Greg Collins, Special Projects Manager  
Community Development Department

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To: Project File: FY 2021 CDBG Project for 5<sup>th</sup> Street Sidewalk and Street Improvements  
(Contract No. 18261 CDBG-SC 21)

From: Greg Collins, Special Projects Manager

Date: March 5, 2024

Re: Public Hearing Minutes/Summary for Closeout of the FY 2021 CDBG Project for 5<sup>th</sup> Street  
Sidewalk and Street Improvements (Contract No. 18261 CDBG-SC 21)

---

The public hearing for the above-captioned matter was called to order at 5:39 PM on March 5, 2024 at Bartlesville City Hall, Council Chambers, 401 S. Johnstone Ave, Bartlesville, Oklahoma, by Greg Collins, Special Projects Manager. The following people attended the hearing: Shelley Charles (City of Bartlesville, Civil Project Engineer); Deb Cook, Billie Roane, and Quinn Schipper.

Mr. Collins stated that based on new guidance from the Oklahoma Department of Commerce, the public hearing for the closeout of this Community Development Block Grant (CDBG) project is required to be conducted at a meeting that is not a City Council Regular Meeting, and on an agenda that has no other agenda items on it. ODOC stated that the public hearing may be conducted by City staff.

Mr. Collins then presented a summary of the project and showed aerial images and street level photos of the project. He then opened the public hearing for attendees to comment and ask questions. An attendee asked whether this project was based on recent community input on sidewalks. Mr. Collins responded that this project was planned before that time. In response to a question about ARPA funds, Mr. Collins stated that the main source of the grant funds was the CDBG Small Communities Set Aside program, and that ARPA funds were used for a small portion of the City's match for the project. Another attendee noted that the project and project site benefitted the several non-profits located in the area as well as residents. An attendee asked about the tactile warning devices, and Ms. Charles replied that these are the yellow warning pads on the sidewalk at street and alley intersections, and that these are for sight-challenged individuals to let them know they are at an intersection. An attendee noted that these help provide warning to all sidewalk users. An attendee suggested that a project summary and images be posted on the City's web page. An attendee suggested having future CDBG project public hearings at a venue closer to the project area itself. An attendee asked what would be the consequence of no attendance at such a public hearing and Mr. Collins and Ms. Charles replied that the non-attendance would be duly noted in the minutes and that would not prevent closeout of the project.

Hearing no other questions or comments from attendees, Mr. Collins closed the public hearing, thanked the attendees for their participation, and adjourned the meeting at 6:16 PM.

Gregory S. Collins  
Special Projects Manager  
City of Bartlesville



**CITY OF BARTLESVILLE  
COMMUNITY DEVELOPMENT BLOCK GRANT  
2021 SMALL CITIES SET-ASIDE PROGRAM  
PUBLIC HEARING  
TUESDAY, MARCH 5, 2024  
5:30 p.m.**

**Name:** Gregory S. Collins  
**Title:** Special Projects Manager  
**Address:** City Hall  
401 S. Johnstone Ave.  
Bartlesville, OK 74003  
Telephone: 918-338-4241

**Location: Council Chambers**  
City Hall  
City of Bartlesville  
401 S. Johnstone Ave.  
Bartlesville, OK 74003

**AGENDA**

**ITEM NO. 1 – Call to Order**

**ITEM NO. 2 – Public Hearing**

Public hearing to assess and discuss the City's performance in the administration of the grant received from the State of Oklahoma for Fiscal Year 2021 CDBG Small Cities Set-Aside program – Contract #18261. This grant provided funding in the amount of \$228,333 for street and sidewalk improvements on West 5<sup>th</sup> Street between Santa Fe Avenue and Sunset Boulevard.

The City Staff will consider both written and verbal comments pertaining to the City's performance in the administration of this grant. All persons or groups interested in this matter are invited to attend the public hearing or submit written comments to the Community Development Director, City of Bartlesville, City Hall, 401 S. Johnstone Ave, Bartlesville, Oklahoma 74003 no later than 5:00 p.m. on Tuesday, March 5, 2024.

**ITEM NO. 3 – Adjournment**

Filed in the office of the City Clerk at City Hall, Bartlesville, Oklahoma on February 14, 2024, at 9:30 a.m. and posted same day at 5:30 p.m.

Jason Muninger

Jason Muninger, CFO/City Clerk

/s/ Elaine Banes

by Deputy City Clerk


Open Meetings Act Compliance (25 O.S. Sec. 301 et seq.): All discussion items are subject to possible action by the City Planning Commission. Official action can only be taken on items which appear on the agenda. The City Planning Commission 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 Planning Commission may refer the matter to the City Manager, Staff or City Attorney, or back to a committee or other recommending body. Under certain circumstances, 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 Planning Commission 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.

CERTIFICATE

STATE OF OKLAHOMA )  
 ) ss  
WASHINGTON COUNTY )

The undersigned, Gregory S. Collins, Special Projects Manager for the City of Bartlesville, does hereby certify that the attached public hearing notice was posted at the following locations on their respective public bulletin boards or public viewing areas, on **Wednesday, February 14, 2024**:

- Bartlesville Public Library 600 S. Johnstone Ave., Bartlesville, OK 74003
- Washington County Courthouse 420 S. Johnstone Ave., Bartlesville, OK 74003
- Washington County Courthouse Administration Building 400 S. Johnstone Ave., Bartlesville, OK 74003
- Westside Community Center 501 S. Bucy Ave., Bartlesville, OK 74003

  
\_\_\_\_\_  
Gregory S. Collins  
Special Projects Manager  
City of Bartlesville

Date: 2/20/2024

This instrument was acknowledged before me this 20<sup>th</sup> day of February, 2024. In witness whereof, I have hereunto set my hand and official seal.

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

My commission expires July 8, 2027  
Commission Number: 99009571





Published in the Bartlesville, Okla. Examiner-Enterprise on Wednesday, February 14, 2024

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that on Tuesday, the 5<sup>th</sup> day of March, 2024, at 5:30 p.m. in City Hall, 401 S. Johnstone Ave, Bartlesville, Oklahoma, Bartlesville City Staff will hold a public hearing to assess and discuss the City's performance in the administration of the grant received from the State of Oklahoma for Fiscal Year 2021 CDBG Small Cities Set-Aside program – Contract #18261. This grant provided funding in the amount of \$228,333 for street and sidewalk improvements on West 5<sup>th</sup> Street between Santa Fe Avenue and Sunset Boulevard.

The City Staff will consider both written and verbal comments pertaining to the City's performance in the administration of this grant. All persons or groups interested in this matter are invited to attend the public hearing or submit written comments to the Community Development Director, City of Bartlesville, City Hall, 401 S. Johnstone Ave, Bartlesville, Oklahoma 74003 no later than 5:00 p.m. on Tuesday, March 5, 2024.

Dated this 8th day of February, 2024

/s/Gregory S. Collins  
Special Projects Manager  
City of Bartlesville

# LOCALiQ

The Oklahoman  
Examiner-Enterprise

PO Box 631643 Cincinnati, OH 45263-1643

## PROOF OF PUBLICATION

Gregory Collins  
ATTN: ACCOUNTS PAYABLE  
City Of Bartlesville  
401 S Johnstone AVE

Bartlesville OK 74003-6656

STATE OF OKLAHOMA, COUNTY OF WASHINGTON

The Examiner-Enterprise, a weekly publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Bartlesville, for the County of Washington, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

02/14/2024

and that the fees charged are legal.

Sworn to and subscribed before on 02/14/2024

Keegan Moran  
Legal Clerk

[Signature]  
Notary, State of WI, County of Brown  
517127

My commission expires

Publication Cost: \$31.20  
Order No: 9837207 # of Copies:  
Customer No: 836757 1  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin

(Published in the Bartlesville [Oklahoma] Examiner-Enterprise on February 14, 2024) LPXLP

### NOTICE OF PUBLIC HEARING

Notice is hereby given that on Tuesday, the 5th day of March, 2024, at 5:30 p.m. in City Hall, 401 S. Johnstone Ave, Bartlesville, Oklahoma, Bartlesville City Staff will hold a public hearing to assess and discuss the City's performance in the administration of the grant received from the State of Oklahoma for Fiscal Year 2021 CDBG Small Cities Set-Aside program – Contract #18261. This grant provided funding in the amount of \$228,333 for street and sidewalk improvements on West 5th Street between Santa Fe Avenue and Sunset Boulevard. The City Staff will consider both written and verbal comments pertaining to the City's performance in the administration of this grant. All persons or groups interested in this matter are invited to attend the public hearing or submit written comments to the Community Development Director, City of Bartlesville, City Hall, 401 S. Johnstone Ave, Bartlesville, Oklahoma 74003 no later than 5:00 p.m. on Tuesday, March 5, 2024.  
Dated this 9th day of February, 2024

/s/Gregory S. Collins  
Special Projects Manager  
City of Bartlesville

**RESOLUTION NO. \_\_\_\_\_**

**A CLOSEOUT RESOLUTION APPROVING AND ACCEPTING THE FY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT AS COMPLETE.**

---

**WHEREAS**, the City of Bartlesville received and accepted CDBG grant No. 18261 CDBG 21 to fund improvements as described:

5<sup>th</sup> Street Sidewalk and Street Improvements between Santa Fe Ave and Sunset Blvd.

**WHEREAS**, the City of Bartlesville contracted with KSL Dirt Works, LLC to construct the project listed above; and

**WHEREAS**, a final inspection has been done and the Bartlesville city engineer has recommended acceptance of the project including approval of final payment; and

**WHEREAS**, all final costs have been incurred to make final payment to the contractor.

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

That the City of Bartlesville accepts the 18261 CDBG 21 5<sup>th</sup> Street Sidewalk and Street Improvements between Sunset Blvd and Santa Fe Ave as being complete.

**ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 1<sup>st</sup> DAY OF APRIL, 2024.**

\_\_\_\_\_  
Mayor Dale Copeland

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

My commission expires on \_\_\_\_\_,

Commission No. \_\_\_\_\_

\_\_\_\_\_  
Elaine Banes, Assistant City Clerk

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

Consideration and possible action to approve a resolution to accept FAA grant AIG 3-40-0007-018-2024, for “Construct Taxilane” in the amount of \$585,146.00, and authorize the Mayor to execute the grant documents upon receipt from FAA.

Attachments:  
Grant Resolution

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

The next phase in airport improvements involves construction of new taxilanes to facilitate future hangar development. The project will include an east/west taxiway extending east of the existing main taxiway and will be located to the northeast of the terminal building. This taxilane has been designed far enough north of the terminal building for potential future expansion of the terminal/FBO apron and multiple future hangar sites. This taxilane could be extended further east in the future as the airport develops. Also included within the scope is a north/south taxilane running south from the new east/west taxiway. This taxilane will open up development of more of the airport property for mid-sized hangars. The total project cost, including engineering, grant administration, and construction contract, is \$2,026,125.00. The ODAA grant will be in the amount of \$1,187,818.75 and will fund 58.63% of the project. The City will have a 5% share in the total project of \$101,306.25. The FAA will fund the remaining \$737,000.00 which will include \$585,146.00 in AIG grant funds and \$154,854.00 in NPE grant funds that will expire if not used in FY 24. The plans and specifications are complete and bids were opened on February 29, 2024. The City’s airport consultant, Parkhill, will prepare a grant application to the FAA for both the AIG and NPE grants. Part of the requirement to apply for the FAA funds is to approve a resolution accepting the grant offer from the FAA and authorizing the Mayor to execute the grant agreement upon receipt from FAA.

## **III. BUDGET IMPACT**

The grant agreement will require that the City pay for 10% of the portion of the project associated with each FAA grant, whether NPE funds or AIG funds. The City will also be responsible for our share of the ODAA grant that is being handled in tandem with the FAA grants. Sufficient budget is available in the Airport Fund to cover the City’s share of each grant component.

## **IV. RECOMMENDED ACTION**

Staff recommends executing the resolution accepting the FAA AIG grant offer and authorizing the Mayor to execute the grant agreement, upon receipt from FAA.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A GRANT OFFER FROM THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT IMPROVEMENT PROJECT (AIG 3-40-0007-018-2024) AT BARTLESVILLE MUNICIPAL AIRPORT FOR “CONSTRUCT TAXILANE” AND AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL NECESSARY DOCUMENTS, UPON RECEIPT FROM FAA.**

---

**WHEREAS**, the City of Bartlesville has submitted a Project Application at the Bartlesville Municipal Airport for a project to construct a taxilane, as approved by the Federal Aviation Administration (FAA); and

**WHEREAS**, the FAA has approved a project with funding made possible by the Airport Infrastructure Grant (AIG) and requires formal acceptance thereof by resolution;

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

1. The Grant Offer for Airport Infrastructure Grant (AIG 3-40-0007-018-2024) for Construct Taxilane and the Grant Agreement therefore all are hereby expressly approved and accepted by the City of Bartlesville, upon receipt from FAA.

2. That the Mayor is hereby authorized and directed to execute the Grant Agreement for the Project and all paperwork associated therewith on behalf of the City Council of the City of Bartlesville, upon receipt from FAA.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 1ST DAY OF APRIL, 2024.**

\_\_\_\_\_  
Mayor Dale Copeland

ATTEST:

\_\_\_\_\_  
Jason Muninger, CFO//City Clerk

Approved as to form and legality this 1<sup>st</sup> day of April, 2024

\_\_\_\_\_  
Jess Kane, City Attorney

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

Consideration and possible action to approve a resolution to accept FAA grant AIP 3-40-0007-019-2024, for “Construct Taxilane” in the amount of \$154,854.00, and authorize the Mayor to execute the grant documents upon receipt from FAA.

Attachments:  
Grant Resolution

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

The next phase in airport improvements involves construction of new taxilanes to facilitate future hangar development. The project will include an east/west taxiway extending east of the existing main taxiway and will be located to the northeast of the terminal building. This taxilane has been designed far enough north of the terminal building for potential future expansion of the terminal/FBO apron and multiple future hangar sites. This taxilane could be extended further east in the future as the airport develops. Also included within the scope is a north/south taxilane running south from the new east/west taxiway. This taxilane will open up development of more of the airport property for mid-sized hangars. The total project cost, including engineering, grant administration, and construction contract, is \$2,026,125.00. The ODAA grant will be in the amount of \$1,187,818.75 and will fund 58.63% of the project. The City will have a 5% share in the total project of \$101,306.25. The FAA will fund the remaining \$737,000.00 which will include \$585,146.00 in AIG grant funds and \$151,854.00 in NPE grant funds that will expire if not used in FY 24. The plans and specifications are complete and bids were opened on February 29, 2024. The City’s airport consultant, Parkhill, will prepare a grant application to the FAA for both the AIG and NPE grants. Part of the requirement to apply for the FAA funds is to approve a resolution accepting the grant offer from the FAA and authorizing the Mayor to execute the grant agreement upon receipt from FAA.

## **III. BUDGET IMPACT**

The grant agreement will require that the City pay for 10% of the portion of the project associated with each FAA grant, whether NPE funds or AIG funds. The City will also be responsible for our share of the ODAA grant that is being handled in tandem with the FAA grants. Sufficient budget is available in the Airport Fund to cover the City’s share of each grant component.

## **IV. RECOMMENDED ACTION**

Staff recommends executing the resolution accepting the FAA NPE grant offer and authorizing the Mayor to execute the grant agreement, upon receipt from FAA.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A GRANT OFFER FROM THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT IMPROVEMENT PROJECT (AIP 3-40-0007-019-2024) AT BARTLESVILLE MUNICIPAL AIRPORT FOR “CONSTRUCT TAXILANE” AND AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL NECESSARY DOCUMENTS, UPON RECEIPT FROM FAA.**

---

**WHEREAS**, the City of Bartlesville has submitted a Project Application at the Bartlesville Municipal Airport for a project to construct a taxilane, as approved by the Federal Aviation Administration (FAA); and

**WHEREAS**, the FAA has approved a project with funding made possible by the Airport Improvement Program (AIP) and requires formal acceptance thereof by resolution;

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

1. The Grant Offer for Airport Improvement Program (AIP 3-40-0007-019-2024) for Construct Taxilane and the Grant Agreement therefore all are hereby expressly approved and accepted by the City of Bartlesville, upon receipt from FAA.

2. That the Mayor is hereby authorized and directed to execute the Grant Agreement for the Project and all paperwork associated therewith on behalf of the City Council of the City of Bartlesville, upon receipt from FAA.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE, OKLAHOMA, THIS 1ST DAY OF APRIL, 2024.**

\_\_\_\_\_  
Mayor Dale Copeland

ATTEST:

\_\_\_\_\_  
Jason Muninger, CFO/City Clerk

Approved as to form and legality this 1<sup>st</sup> day of April, 2024

\_\_\_\_\_  
Jess Kane, City Attorney

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

A resolution amending the budget of the City of Bartlesville for fiscal year 2023-24 appropriating unbudgeted revenue from the General Fund.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2023-2024. Appropriating unbudgeted revenue from the general fund.

**II. STAFF COMMENTS AND ANALYSIS**

The City needs to appropriate funds to cover unexpected specialty drug costs. \$648,149 will come from unbudgeted Revenues from the General Fund and \$260,563 will come from the Enterprise Fund. There is no appropriation for the Enterprise Fund, it has budgetary room do to attrition that will absorb this additional expense.

**III. BUDGET IMPACT**

Budgetary impact is \$648,149 in addition cost associated with General fund Employees.

**IV. RECOMMENDED ACTION**

Staff Recommends approval of resolution to appropriate funds.



**RESOLUTION \_\_\_\_\_**

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

---

**WHEREAS,** THE City of Bartlesville has unbudgeted revenues in the excess of \$648,149; and

**WHEREAS,** the City of Bartlesville needs to appropriate \$648,149 of these revenues prior to their expenditure;

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

The General Services Dept (170) of the General Fund (101) shall be increased as follows:

Group Insurance (51140)	\$ 648,149
-------------------------	------------

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 1<sup>st</sup> DAY OF APRIL, 2024.**

\_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**

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

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

Attachments:

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

**II. STAFF COMMENTS AND ANALYSIS**

The City needs to appropriate funds to cover unexpected specialty drug costs. \$648,149 will come from unbudgeted Revenues from the General Fund and \$260,563 will come from the Enterprise Fund. There is no appropriation for the Enterprise Fund, it has budgetary room do to attrition that will absorb this additional expense.

**III. BUDGET IMPACT**

Budgetary impact nets zero because this is an internal service fund. \$908,712 increase in revenue and \$908,712 increase in expenditure, however this is will come at an unexpected rise in costs.

**IV. RECOMMENDED ACTION**

Staff Recommends approval of resolution to appropriate funds.

**RESOLUTION \_\_\_\_\_**

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

---

**WHEREAS,** THE City of Bartlesville has unbudgeted revenues in the excess of \$908,712; and

**WHEREAS,** the City of Bartlesville needs to appropriate \$908,712 of these revenues prior to their expenditure;

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

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

Group Insurance (51140)	\$ 908,712
-------------------------	------------

**APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 1<sup>st</sup> DAY OF APRIL, 2024.**

\_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**

**Bartlesville Police Department**

Police Chief, Kevin Ickleberry - Deputy Chief, Rocky Bevard - Deputy Chief, Troy Newell

615 S. Johnstone Ave.  
Bartlesville, OK 74003Non-Emergency 918.338.4001  
Administration 918.338.4050To: Bartlesville City CouncilMarch 26, 2024

The purpose of the interlocal agreement between the City of Bartlesville and Washington County is to move us toward meeting the requirements of the State's strategic plan for Next Generation 911 services.

As you are aware, the City of Bartlesville has a working agreement with Washington County to provide 911 emergency dispatch services, including police, fire and EMS, throughout the city as well as the entire county. The City of Bartlesville is the designated Public Safety Answering Point (PSAP) for the area. The Oklahoma 911 Management Authority collects fees from cellular and land line phones, and disperses the funds to local PSAPs across the state to help fund emergency dispatch services. The funds are paid directly to the City of Bartlesville and are used toward funding operations at the dispatch center.

Officials from both the city and county have been working with the Oklahoma 911 Management Authority on a needs assessment to bring our geographic information (GIS) address mapping system into compliance with Next Gen 911. Currently, the city and county use two different GIS mapping systems. The systems used by the city are for the purposes of development and engineering, while the system used by the county was created for tax assessment purposes. To meet the State's requirements, our local PSAP needs to have a true GIS mapping system built and designed specifically for public safety.

When a dispatcher receives a call for emergency services, it is critical addresses verify through the local CAD mapping system. Currently, the State of Oklahoma provides grants for agencies needing to update their mapping systems to meet the requirements. Washington County Emergency Management has completed the work on such a grant application and has agreed to update and maintain the E911 GIS address system for both the city and county. The interlocal agreement is the first step in ensuring the agencies work together to complete the application process, and that the city will share funds paid through the grant to the county to cover the cost of the work.

In the end, both agencies, as well as citizens requesting emergency services, will greatly benefit from the improved public safety mapping system.

A handwritten signature in black ink that reads "Jay Hastings". The signature is written in a cursive style.

Captain Jay Hastings  
Bartlesville Police Department  
918-338-4019

# INTERLOCAL AGREEMENT

THIS AGREEMENT is made this 18 day of March, 2024 by and between the BOARD OF COUNTY COMMISSIONERS of Washington County, Oklahoma, hereinafter called "County" and City of Bartlesville, Oklahoma ("City").

## WITNESSETH:

WHEREAS, by virtue of 74 O.S. Section 1008 (2011), local governmental units are authorized to enter into agreements for joint or cooperative action; and

WHEREAS, County and City are desirous of jointly advancing the 911 communication system addressing component to meet Oklahoma State NextGen-911 requirements, in compliance with the State of Oklahoma's Addressing Standards and Specifications. This project will mutually be advantageous to both units of government as it will ensure compliance with State regulations, update and maintain the 911 addressing system, and ensure addressing is consistent with National 911 standards.

THEREFORE, in consideration of the covenants, provisions and conditions hereinafter contained, the parties hereby agree as follows:

County agrees to supply initial funding for the project in entirety for granting purposes to update, modify and correct the 911 data for the whole of Washington County, including the grant process initiation, and closing of the grant upon completion of the grant.

In addition, City agrees to reimburse County once grant reimbursement is completed from the State of Oklahoma and reimbursement has been received and processed by the City.

Each party, to the extent allowed by law, agrees to hold the other harmless from all claims, damages, injuries, or liability which might arise or result from the performance of this Agreement.

Neither party shall assign rights, duties, or obligations of or arising from this agreement without the express written consent of the other.

This agreement shall remain in effect until the grant process is complete and accepted by the City unless terminated earlier by either party by providing sixty (60) days written notice to the other by certified mail.

This agreement has been approved and authorized by the governing body of each party to this agreement.

BOARD OF COUNTY COMMISSIONERS

WASHINGTON COUNTY, OKLAHOMA

[Signature]

Chairman

[Signature]

Member

[Signature]

Member



Washington County Clerk [Signature]

Approved as to form: 3-18-24

[Signature]  
District Attorney

City Clerk

Mayor of City of Bartlesville

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

Approval of an Interlocal Agreement between the Board of County Commissioners of Washington County, Oklahoma and the City of Bartlesville to provide the ability to work on joint projects together.

*Attachments:*

Interlocal Agreement

**II. STAFF COMMENTS AND ANALYSIS**

Recently, there has been some guardrail damaged on a city street. The City of Bartlesville needs guardrail material and Washington County has material that can be used now, without waiting to order the material and expedite installation of the safety device. This has brought up the desire of both the Board of Washington County Commissioners and City of Bartlesville administration to enter into a yearly interlocal agreement authorizing each entity to transfer, as needed, any materials, equipment, labor and fuel that can be reimbursed. This also authorizes cooperation on joint projects between the two entities. This agreement is for FY 23-24 and FY 24-25 so that the current scenario can be addressed in the current fiscal year.

**III. BUDGET IMPACT**

There is no anticipated budget impact, but City resources may be used at times to assist with County projects or needs, but the intent is that those resources would be reimbursed.

**IV. RECOMMENDED ACTION**

Staff recommends approval of the interlocal agreement.

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY**  
**AND**  
**CITY OF BARTLESVILLE, OKLAHOMA**

This Agreement is made by and between the Board of County Commissioners of Washington County, State of Oklahoma, hereinafter referred to as the COUNTY, and the City of Bartlesville, Oklahoma, a municipal corporation and subdivision of the State of Oklahoma, hereinafter referred to as the CITY.

WHEREAS, by virtue of 74 O.S. § 1001 et. seq., local governmental units are authorized to enter into agreements for joint or cooperative action to share in their respective authority to exercise governmental functions efficiently; and

WHEREAS, 69 O.S. § 603 and 11 O.S. 36-112 (C), authorizes the use of County Highway Funds if city streets are part of the County Highway System or a continuation thereof; and

WHEREAS, by virtue of 19 O.S. § 421.1 (E), COUNTY may by resolution, enter into an agreement with any political subdivision for the purpose of selling, transferring, trading or otherwise disposing of equipment or materials at a price agreed upon by both governing bodies;

NOW THEREFORE, the parties hereto agree as follows.

**I. TERM**

This Agreement shall be effective for Fiscal Years 2023-2024 and 2024-2025, and shall terminate June 30<sup>th</sup>, 2025, to be renewed by both Parties hereto on an annual basis, unless otherwise terminated or modified as hereinafter provided.

**II. SCOPE AND LOCATION OF AGREEMENT**

The CITY and COUNTY agree that the purpose of this Interlocal Agreement is to assist the CITY and COUNTY in the maintenance of the highway and street systems.

**III. CONSTRUCTION RESPONSIBILITIES**

A. The COUNTY and CITY are each responsible for the COUNTY and CITY highway and road systems, respectively.

**IV. FUNDING RESPONSIBILITIES**

A. In the event any machinery, labor, fuel, and/or materials are transferred between the CITY and COUNTY, the Party in receipt of said item(s) shall either fully reimburse the other Party or provide an in-kind item to the other Party.

B. Each party hereto is responsible for its own funding.

**V. MAINTENANCE RESPONSIBILITIES**

A. Each Party hereto is responsible for the maintenance, upkeep and repair of roads and bridges within its jurisdiction and for keeping said roads open as public road thoroughfares so long as necessary and convenient.

B. The Parties hereto may share in the responsibility for joint projects, consistent with the purposes of this Agreement and the statutes governing same.

**VI. TERMINATION**

A. The Agreement may be terminated upon the following:

a. By either party with sixty (60) days written notice;

b. By either party, upon the failure of the other party to fulfill the obligations as set forth herein; or

B. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the COUNTY and the CITY required under this agreement. If the potential termination of this agreement is due to the failure of either the COUNTY or the CITY to fulfill a contractual obligation as set forth herein, the non-breaching party shall notify the party alleged to be in breach. The party alleged to be in breach shall make a good faith effort to remedy the breach as outlined by the non-breaching party within a period mutually agreed by both parties.

**VII. NOTICE**

Any notice required or permitted according to the terms of this Agreement shall be in writing and shall be deemed given if delivered in person, or if mailed, by U.S. Certified Mail, return receipt requested to the address furnished by the parties.

**VIII. SEVERABILITY**

If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be unconstitutional, invalid, or unenforceable, such term or provision shall be deleted from this Agreement. All remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision of this Agreement is unconstitutional, invalid, or unenforceable, the parties shall negotiate, in good faith to modify or amend this Agreement so as to reflect the original intent of the parties.

**IX. MODIFICATION/ADMENDMENT**

This Agreement may be modified or amended by execution of a written agreement, signed by both parties. The procedure for executing the above action shall be five (5) days written notice by either party; and shall afford adequate time for consultation between parties.

**X. SCOPE OF AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written communications.

**CITY OF BARTLESVILLE, OKLAHOMA**

\_\_\_\_\_

**MAYOR**

**DATE**

Sworn & subscribed to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2024

My commission is due to expire:

\_\_\_\_\_



**WASHINGTON COUNTY**

---

**CHAIRMAN, BOCC**

---

**VICE CHAIRMAN, BOCC**

---

**MEMBER, BOCC**

Sworn & subscribed to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2024

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**COUNTY CLERK**

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

Discuss and take action to approve the annual agreement between the City and Richard Kane YMCA, for the management and operation of Sooner and Frontier pools.

**Attachments:**

- A. 2024 pool agreement between the City and Richard Kane YMCA

**II. STAFF COMMENTS AND ANALYSIS**

This is an annual agreement between the City and Richard Kane YMCA. Terms and conditions are agreeable with both parties.

**III. RECOMMENDED ACTION**

Staff recommends the approval of the 2024 pool management agreement between the City and Richard Kane YMCA as presented.

**2024 MANAGEMENT AGREEMENT FOR THE CITY OF BARTLESVILLE  
SWIMMING POOL FACILITIES**

**THIS AGREEMENT** made and entered into this **1st day of April, 2024** by and between the **City of Bartlesville** (“City”), a municipal Corporation and the **Richard Kane YMCA** (“YMCA”).

**WITNESSETH:**

The City, finding it to be in the best interests to do so, does hereby contract with the YMCA, for a term beginning on the 24th day of May, 2024, and ending at the close of business on the 11th day of August, 2024, for the management of its daily operations at Frontier Pool, located at 312 SW Virginia Avenue, and Sooner Pool, located at 420 SE Madison Boulevard, in the City of Bartlesville, Washington County, Oklahoma (hereinafter collectively referred to as “swimming pools”) upon the following terms and conditions:

1. The parties acknowledge that the YMCA is an independent contractor and is not an agent, or employee of the City in its performance of duties which it hereby assumes.
2. The YMCA shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the City.
3. The City will pay a Management Fee of \$65,500 to the YMCA. This fee shall be paid in five equal payments of \$13,100 on the first days of May, June, July, August with the final payment following final inspection by the City and submission of the year end reports from the YMCA, no later than 30 days following the completion of this agreement.
4. The Management Fee shall constitute all payment for any administrative time or other overhead costs directly or indirectly related to the management and operation of the swimming pools. The YMCA shall collect and keep all revenues collected for managing the daily operations and pay all expenses associated with managing the operations unless specifically outlined herein.
5. Access and entry into the swimming pool shall be open to the general public and shall be available to any person whomsoever; however, the YMCA may deny admittance to any person for disciplinary reasons.
6. The 2024season shall be daily commencing the Saturday, May 25, 2024 no later than 12:00 noon and run through Sunday, August 11, 2024 at 6:00 p.m. The YMCA may close the pools if there is a threat to the safety or welfare of the pool guests which may result from (without limitation) inclement weather, water sanitation or water quality, or power outages, or other safety or security related issues. In the event of such closing, the parties agree that there is no cause to credit any portion of the management fee paid by the City, except as allowed in Paragraph 16(F) below.

March 18,2024

7. Daily operation of the swimming pools shall include minimum daily hours of 12:00 noon to 6:00 pm for general open swim use. Other times of the operational day may be used for scheduled private pool parties, swim team practices and meets, and approved YMCA swim lessons, programs or other activities, as well as the times necessary for the maintenance of the swimming pools and appurtenant structures.
8. The splash pad at Sooner Swimming Pool shall remain open to the public at all times without charge. The reservation of the splash pad for a private party is not permitted.
9. Maximum fees for the 2024 season shall be as follows:
  - A. Daily Rates:
    - a. \$2.00 per person 6 and under
    - b. \$4.00 per person 7 and up
    - c. \$3.00 per person group rate with prior notice
  - B. Rentals:
    - a. \$350.00 for two hour private pool parties scheduled in the evening hours. Additional fee of \$50.00 per 50 people larger than 150.
    - b. \$50.00 for Outdoor Pavilions for 2 hours scheduled during open swim
    - c. \$50.00 for Splash Pad Shelter for 2 hours scheduled during open swim
10. The City shall have access, at all times, to all records related to any pool operations, including but not limited to pool testing results, life guard certifications, in-service training records, or any other documents related to the operation of the swimming pools.
11. Requests for repairs or other maintenance issues that are not reasonably made by the YMCA shall be made to the City via email or telephone to Keith Henry at [kbhenry@cityofbartlesville.org](mailto:kbhenry@cityofbartlesville.org), (918-338-4403) or to others as designated. The City will promptly make any necessary repairs or replacement of items as soon as request is received. Any non-emergency requests made after normal operating hours of City Hall, or requests for service that fall under the scope of the YMCA's responsibility shall be reimbursed by the YMCA to the City at the current rate of each employee utilized in the repair process plus administrative expenses.
12. Any damage, theft or other destruction caused by the negligence of YMCA employees shall be replaced or repaired at the YMCA's sole expense.
13. No locks may be added or changed, and the security alarm shall not be altered, without the prior consent of the City.
14. The City reserves the right to enter the swimming pools at any time to inspect, repair, and maintain them, as necessary.

15. If the YMCA is interested in managing the swimming pools in years subsequent to the year 2024, it shall notify the City, in writing, no later than November 1<sup>st</sup> of said interest and said statement of interest shall be considered by the City.
16. The YMCA shall have the following duties, which shall be done and accomplished at its cost during the term of this Lease Agreement:
  - A. By October 1, 2024, the YMCA shall supply to the City an end-of-season report detailing all programs offered at the pool and the participation in those programs, a report of daily attendance figures, including a detail of the number of cash patrons for both day and evening sessions and a detailed statement of revenues and expenses for the pools during the term hereof.
  - B. Furnish on or before the beginning of the term hereof, the following information that shall be approved by the City:
    1. A written Emergency Action Plan.
    2. A written Lifeguard Plan; which will set out the number of lifeguards it will have on duty per number of patrons.
    3. A written copy of the Pool Rules and Conduct.
    4. Proof of proper certifications for all staff required to have such training and certification prior to beginning of said duties.
  - C. To hire and supervise all staff in accordance with applicable State and Federal employment laws. Ensure all staff is properly certified and trained prior to beginning their duties, including lifeguard certification, first aid, CPR and AED training. During the term of this agreement, YMCA shall provide one Certified Pool Operator (CPO) to oversee the operation of both pools.
  - D. To pay all staffing costs, i.e. salaries, withholding and employment taxes and worker's compensation insurance costs.
  - E. To test the water in the pools no less than three (3) times daily when the pool is open as follows: before any programs begin in the morning, mid-afternoon and before evening sessions. The City shall have access to testing results at all times.
  - F. To maintain the swimming pools in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State and Federal Government and accepted pool standards. This includes ordering chemicals as needed and maintained required chemical levels at all times.
  - G. To maintain the pool deck in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government.
  - H. To maintain the bathhouse areas in their entirety including the entrances, restroom areas, office areas and concession areas, in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government. This includes disposing of trash from the bathhouse, pool deck, and bathrooms at the trash dumpster set on-site by the City.
  - I. To regularly inspect and notify the City of any deficiencies or other safety issues observed requiring attention. Some items may include, but not limited to guard stands, and diving boards, including the steps, all plumbing fixtures, pool decks, doors, fences, and other such pool or bathhouse features.

- J. During the term of this agreement, the YMCA agrees to provide and keep in full force and effect the following insurance coverages in the following minimum amounts:
- **Comprehensive General Liability:** Minimum limit \$1,000,000 combined single limit for bodily injury and property damage per occurrence.
  - **Worker's Compensation:** Statutory requirements.
  - **Employers' Liability:** \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit.

Further, the YMCA agrees to assume any financial obligation resulting from any claim settlement and related fees which originated due to the negligence of the YMCA's staff originating from the operation of the City's swimming pools.

17. The City shall have the following duties, which shall be done and accomplished at its cost during the term of this Lease Agreement:

- A. To repair pumps, filters, gauges, and plumbing associated with the operation of the pool.
- B. To provide water, electricity, gas, telephone, and security services for the normal daily operation of the swimming pool as well as the necessary pool chemicals.
- C. To provide trash removal service by means of collection of a trash dumpster set on-site.
- D. To provide grass mowing services around the pool bathhouse and facility.
- E. To provide materials and safety equipment that are needed for safe operation of the pools.
- F. To make necessary structural repairs to the shell of the bathhouses, pool decks, grounds and any apparatuses associated with the operation of the pools and pool features such as diving boards, steps, and plumbing fixtures.
- G. If either pool is closed for more than ninety-six (96) hours straight due to structural deficiencies, weather or natural disasters, chemical deficiencies, or water emergency, the City shall deduct \$500 for each twenty-four (24) hour period from the management fee.
- H. During the term of this agreement, the City of Bartlesville agrees to provide and keep in full force and effect the following insurance coverages in the following minimum amounts:
  - **Comprehensive General Liability:** Minimum limit \$2,000,000 combined single limit for bodily injury and property damage per occurrence.
  - **Workers' Compensation:** Statutory requirements.
  - **Employers' Liability:** \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit.

Further, the City of Bartlesville agrees to assume any financial obligation resulting from any claim settlement and related fees which originated due to the negligence of the City of Bartlesville's staff originating from the operation of the City's swimming pools.

- I. The City will provide the YMCA for its use on the premises the items listed in Exhibit "A" and attached hereto. Said items will be inspected and condition noted by representatives of both parties before the beginning of the contract term and a final inspection at the end of the contract term. Any item that is missing, damaged or deteriorated more than would be expected by the season's normal use will be repaired or replaced at the sole expense of the YMCA.

18. The Lease Agreement is binding on the parties, hereto, their heirs, executors, administrators, or assigns. All signatories to this Agreement warrant that the execution of this Agreement on behalf of the Bartlesville YMCA and City of Bartlesville has been duly authorized and approved by the appropriate governing bodies of each entity.
19. The parties to this Agreement do not condone discrimination with regard to race, color, national origin, religion, sex, age, disability or veteran status in the programs or activities in which they operate.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and first above written.

**City of Bartlesville, Oklahoma**

By: \_\_\_\_\_  
Mike Bailey, City Manager

**Richard Kane YMCA**

By: \_\_\_\_\_  
Robert Phillips, CEO

**Exhibit "A"**  
**Equipment and Supplies At Each Pool**

**Safety Equipment:**

- Rescue tube (one per lifeguard)
- Backboard with appropriate securing materials (3 straps/head immobilizer)
- Umbrella for lifeguard stand (one per stand)
- Ring buoy and Line
- Shepherds Crook
- Fiberglass Reach Pole
- First aid kit meeting OSHA standards
- AED
- Blood-borne pathogens kit
- Dust masks
- Safety goggles
- Rubber gloves
- Fire extinguisher
- Eye wash station
- Test kits
- Other lifeguard training materials as may be available

**Maintenance Equipment and Supplies:**

- Commercial vacuum cleaner with attachments
- Long pole nylon brush
- Skimmer net
- Mops, brooms, and dust pans
- Garden hose
- Deck squeegee
- Safety mats for deck and bathhouse
- Trash receptacles (with lids)
- Deck chairs
- Light bulbs



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

Artesian Bottleless Water to lease the Airport one M3000 reverse osmosis filtered, hands-free, hot/cold/ambient water machine for the airport terminal lobby. Term: 3 yr. lease

Attachments:

Artesian Agreement

**II. STAFF COMMENTS AND ANALYSIS**

Routine filter changes and maintenance performed by Artesian.

**III. BUDGET IMPACT**

\$47.00 monthly or \$564.00 Annually

**IV. RECOMMENDED ACTION**

Staff recommends entering into a lease Artesian for one hands-free filtered water machine.



Customer Satisfaction Guarantee

This warranty covers all water purification systems serviced by Artesian Bottleless Water per the attached rental agreement. If repairs cannot be made, Artesian Bottleless Water will replace the equipment with another model of equal or greater capabilities at no additional cost to the customer.

In the event that the customer becomes aware that the equipment does not meet minimum performance standards, customer agrees to notify Artesian Bottleless Water in writing within ten (10) business days of first knowledge of unsatisfactory performance. Artesian Bottleless Water shall have five (5) business days to correct the specified problem. In the event the specified problem is not corrected, as provided herein, customer shall be issued a check from Artesian Bottleless Water equal to the amount of one month's rental payment per non-performing system.

Artesian Bottleless Water will provide all service and support for the system(s) during the entire rental period to include service calls, parts, and labor. Service calls unrelated to equipment malfunction will be billable. Our Purity Assurance Program will strictly follow manufacturer guidelines for filter change intervals and Preventative Maintenance. The first set of filters are no charge. Filters will be invoiced separately at time of replacement thereafter.

Customer agrees to provide normal care for the unit(s). Damage to the water purification unit(s) outside of normal wear and tear and/or attempts to move the unit(s) or to alter their performance, may void the warranty.

Artesian Bottleless Water Statement of Assurance

Artesian Bottleless Water is committed to providing its customers with quality equipment, quality service and quality drinking water. If for any reason you are not satisfied with the performance of your equipment, please contact Artesian Bottleless Water directly for prompt assistance.

**Customer**

**Artesian Bottleless Water Representative**

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

Signature: Jessica Redcorn

Print Name: \_\_\_\_\_

Print Name: Jessica Redcorn

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

Date: 3/26/2024

Reference # \_\_\_\_\_



DISTRIBUTOR:  
**Artesian Bottleless Water**  
 7402 E 90<sup>th</sup> Street  
 Indianapolis, IN 46256  
**(877) 370-4999**



CUSTOMER INFORMATION		BILLING INFORMATION (if different)	
Company Full Legal Name: <i>Bartlesville Municipal Airport</i>		Company Name:	
Contact: <i>Mike Richardson</i>	Phone #: <i>661-3121</i>	Billing Contact:	Phone #:
Contact Email: <i>msrichardson@cityofbartlesville.org</i>	Mobile #:	Billing Contact Email:	Mobile #:
Equipment Location Address: <i>401 NW Wiley Post Rd</i>		Billing Address:	
City, State, Zip: <i>Bartlesville, OK 74004</i>		City, State, Zip:	
Company Email:	TIN#: <i>56-4210536</i>	Billing Email:	P.O.#:
Org Type: <input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ State incorporated/organized: _____			

RENTAL TERM	MONTHLY PAYMENT	BILLING FREQ./TYPE	SPECIAL INSTRUCTIONS
<i>36 months</i> 60 mos.	\$ <i>47.00</i> (plus taxes)	<input type="checkbox"/> Quarterly <input type="checkbox"/> Check <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> ACH	
First set of filters no charge. Purchase consumables thereafter as needed.			

EQUIPMENT SCHEDULE	ACCOUNT SETUP FEES
<i>M3000</i>	Installation Fee \$ <i>0</i> / Unit = \$ <i>0</i>
	Other Fees* = \$ _____
	* _____

**Agreed and Accepted by:**  
**Customer:**

_____	_____
Authorized Signature	Name Printed
_____	_____
Title	Date
<i>Justin Redman</i>	<i>Acct Exec</i>
Signature	Title
	<i>3/26/2024</i>
	Date

Customer acknowledges having read and understood all of the terms of this Rental Agreement, including page 2 hereof, and agrees to be bound by all of the terms herein upon execution of this Rental Agreement.

Reference Number \_\_\_\_\_ (for Internal use only)



DISTRIBUTOR:  
**Artesian Bottleless Water**  
 7402 E 90<sup>th</sup> Street  
 Indianapolis, IN 46256  
**(877) 370-4999**



Customer Name: Bartlesville Muncipal Airport

## DELIVERY AND ACCEPTANCE CERTIFICATE

Customer and Distributor certify that all Equipment described in the Rental Agreement has been delivered and properly installed according to the Rental Agreement. Customer acknowledges that the Equipment is in good condition and is performing satisfactorily. Customer hereby accepts the equipment unconditionally and irrevocably in accordance with the Rental Agreement and understands that invoicing will commence upon receipt of this Certificate showing execution by Customer. Distributor acknowledges its obligation to provide maintenance services in accordance with any maintenance agreement separately entered into between Distributor and Customer.

<input checked="" type="checkbox"/>			
	Customer (Authorized Signature)	Name (Print)	Title
<input checked="" type="checkbox"/>	<u>Jessica Redcohen</u>	<u>Jessica Redcohen</u>	<u>Acco Exec</u>
	Distributor (Authorized Signature)	Name (Print)	Date
			<u>3/26/2024</u>

<u>M3000</u>	<u>M3000202304100486</u>

**Statement of Assurance**  
 Distributor is committed to providing you with quality equipment, quality service and quality drinking water. If for any reason you are not satisfied with the performance of your equipment or the level of service provided, please contact us directly for prompt assistance.

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

Consideration and possible action to submit a grant application to the Oklahoma Department of Aerospace and Aeronautics (ODAA) for a grant to fund the project to Construct Taxilanes at Bartlesville Municipal Airport.

Attachments:

*ODAA Grant Application*

*Draft ODAA Contingent Grant Award Letter*

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

The next phase in airport improvements involves construction of new taxilanes to facilitate future hangar development. The project will include an east/west taxiway extending east of the existing main taxiway and will be located to the northeast of the terminal building. This taxilane has been designed far enough north of the terminal building for potential future expansion of the terminal/FBO apron and multiple future hangar sites. This taxilane could be extended further east in the future as the airport develops. Also included within the scope is a north/south taxilane running south from the new east/west taxiway. This taxilane will open up development of more of the airport property for mid-sized hangars.

The total project cost, including engineering, grant administration, and construction contract, is \$2,026,125.00. The ODAA grant will be in the amount of \$1,187,818.75 and will fund 58.63% of the project. The City will have a 5% share in the total project of \$101,306.25. The balance will be funded by FAA Non-Primary Entitlement and AIG grants. A draft grant application is included with this staff report. Our airport consultant had server issues due to an attempt on their system and the application is missing some exhibits and other information. We should have the actual grant application for signature by the end of the first week in April.

## **III. BUDGET IMPACT**

The City's share of \$101,306.25 will be taken from the Airport Fund. While this fund has steadily declined due to no inflow of funds, there currently are sufficient funds to cover the City's share of the project. City staff will be requesting matching funds for our share of future airport projects as part of the FY 24-25 capital budget to ensure we can continue to take advantage of future 90/10 FAA grants and 95/5 ODAA grants at the airport.

#### **IV. RECOMMENDED ACTION**

Staff recommends authorization to submit a grant application to the Oklahoma Department of Aerospace and Aeronautics for a \$1,187,818.75 grant to facilitate the taxilane construction project.



# OKLAHOMA Aerospace & Aeronautics

March 8, 2024

The Honorable Dale Copeland  
Mayor  
City of Bartlesville  
401 S. Johnstone Ave.  
Bartlesville, OK 74003

Dear Mayor Copeland,

I am pleased to advise you that on March 6, 2024, during a regularly scheduled meeting, the Oklahoma Department of Aerospace & Aeronautics (Department) awarded a State Grant to the City of Bartlesville (Sponsor) for the Bartlesville Municipal Airport contingent upon receiving an acceptable grant application. The project consists of constructing a taxi lane. Based on bids, the total project cost is \$2,026,125 and will be funded with \$737,000 of federal grant funds, \$1,187,818.75 of state grant funds and \$101,306.25 of sponsor matching funds.

At this time, the Department requests the following signed documents be submitted in electronic format:

- State Grant Application
- Construction Plans and Specifications
- Project Sketch
- Bid Tabs signed by the Engineer-of-Record

Once the Department and Sponsor have signed and executed the State Grant Application, the Department will provide a separate written Notice to Proceed (NTP) to Construction. No construction work may occur before receipt of the NTP for Construction and should work begin prior to the Sponsor receiving this NTP, that work may be deemed ineligible for reimbursement.

Michelle Bouziden is the Department's Senior Project and Grants Manager and is the primary point of contact regarding the grant application process. Should you have any questions do not hesitate to contact her at [michelle.bouziden@aerospace.ok.gov](mailto:michelle.bouziden@aerospace.ok.gov) or 405-604-6912.

Respectfully,

Grayson Ardies  
Executive Director  
Oklahoma Department of Aerospace & Aeronautics

Cc: The Honorable J. Kevin Stitt  
Governor of Oklahoma

The Honorable James Lankford  
United States Senator

The Honorable Markwayne Mullin  
United States Senator

The Honorable Frank Lucas  
United States Congressman – OK-3

The Honorable Bill Coleman  
Oklahoma State Senate – District 10

The Honorable Judd Strom  
Oklahoma State Representative – District 10

Mr. Michael Richardson  
Airport Manager

Mr. Micah Siemers  
Engineering Director

Mr. Toby Baker, PE  
Parkhill Aviation Team Leader



# Oklahoma Department of Aerospace and Aeronautics

## STATE GRANT APPLICATION

### AIRPORT IMPROVEMENT



Oklahoma Department of Aerospace and Aeronautics  
110 N. Robinson Ave., Suite 200  
Oklahoma City, Oklahoma 73102  
Phone: 405-604-6900

TABLE OF CONTENTS

1. PROJECT INFORMATION..... 1

2. FUNDING ..... 2

3. EXHIBIT A, Airport Layout Drawing or Project Sketch..... 5

4. EXHIBITS B, B-1, B-2, and B-3 ..... 5

5. EXHIBITS C, C-1, and C-2 ..... 5

6. EXHIBIT D, Airport Zoning Regulations..... 5

7. EXHIBIT E, Sponsor Deposit Verification ..... 6

8. GRANT ASSURANCES ..... 6

    8.1 TIME LIMITS..... 6

    8.2 EQUAL RIGHTS ..... 6

    8.3 AUTHORITY AND POWER ..... 8

    8.4 RESERVATION OF POWERS ..... 8

    8.5 ESSENTIAL FACILITIES..... 8

    8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE ..... 8

    8.7 AIRPORT LAYOUT PLAN ..... 9

    8.8 PROJECT FINANCIAL REPORT REQUIREMENTS..... 9

    8.9 ACKNOWLEDGMENT..... 9

    8.10 TERMS AND CONDITIONS ..... 9

    8.11 LIFE OF THE AGREEMENT .....13

    8.12 HANGAR CONSTRUCTION PROJECTS.....13

    8.13 FUEL SYSTEM CONSTRUCTION PROJECTS .....14

9. SIGNATURE BLOCK.....15

    EXHIBIT A AIRPORT LAYOUT DRAWING OR PROJECT SKETCH.....16

    EXHIBIT B PLANS AND SPECIFICATIONS.....17

    EXHIBIT B-1 PROGRAM NARRATIVE.....18

    EXHIBIT B-2 PROJECT COSTS.....19

    EXHIBIT B-3 PROJECT ENGINEERING .....20

    EXHIBIT C STATEMENT OF COMPLIANCE .....21

    EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT .....22

    EXHIBIT C-2 STATUTORY AFFIDAVIT.....23

    EXHIBIT D AIRPORT ZONING REGULATIONS .....24

    EXHIBIT E SPONSOR DEPOSIT VERIFICATION .....25

QUESTIONNAIRE .....26

CHECKLIST .....28

PROJECT CLOSE-OUT DOCUMENTS.....29

    CLOSE OUT REQUIREMENTS.....30

    NOTICE OF FINAL INSPECTION .....31

    FINAL INSPECTION REPORT .....32

    FINAL ACCEPTANCE NOTICE .....33

# APPLICATION and AGREEMENT

## AIRPORT IMPROVEMENT GRANT

### OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS

110 N. Robinson Ave., Suite 200  
Oklahoma City, OKLAHOMA 73102

State Project #: BVO-24-FS

Date: 3/7/2024

#### 1. PROJECT INFORMATION

City of Bartlesville hereinafter referred to as the (Sponsor) hereby makes application to the Oklahoma Department of Aerospace and Aeronautics (Department) for State Funds for the purpose of aiding in financing a project (hereinafter referred to as Project) for the development of the Airport (hereinafter referred to as Airport) located 2.5 miles Northwest (direction) from the City of Bartlesville, Washington County, Oklahoma.

It is proposed that the Project shall consist of the following  
**(brief project description required):**

Construction of Taxilane
--------------------------

FUNDING	SPONSOR	STATE (DEPARTMENT)	FEDERAL	TOTAL PROJECT COST
SHARES	\$101,306.25	\$1,187,818.75	\$737,000.00	\$2,026,125.00
	(5%)	(58.63%)	(36.37%)	

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

The above identified project is depicted on the Airport Layout Plan or Sketch (Exhibit A) and major project items listed on the Project Costs page (Exhibit B-2).

Revised November 21, 2023

## **2. FUNDING**

### **2.1 Projects funded by State Only Grant**

For state grants, the maximum level of participation for the Department shall not exceed 95 percent (95%) of "Total Eligible Project Cost." The airport sponsor is required to provide a minimum of 5 percent (5%) of the project funding for the airport sponsor matching share.

#### **Projects funded by Federal and State Grant**

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide half of the match that is required from the airport sponsor.

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide supplemental state grant funding for project items. The maximum level of participation for the Department in such supplemental funding shall not exceed 95 percent (95%). The airport sponsor is required to provide a minimum of 5 percent (5%) of the supplemental project funding for the airport sponsor matching share.

For non-primary entitlement (NPE) grants or special federal earmarks not identified in the Department's Airport Construction Program, the Department will not provide half the match that is required from the airport sponsor. If NPE grant funds are transferred from other airport sponsors to an airport sponsor for a project identified in the Department's Airport Construction Program, the Department may assist with half of any required match from the receiving airport sponsor so long as it will save the Department state funds.

#### **Projects funded by PREP**

For funding directed to the Department as a part of the Preserving Rural Economic Prosperity (PREP) program or other similar state program created by the legislature for specifically identified site locations and infrastructure projects of a non-competitive nature within the Oklahoma Airport System the Department may provide funds at a 100 percent (100%) level.

#### **Terminal Building Projects**

For terminal building projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$1,000,000. The airport sponsor is required to provide a dollar-for-dollar airport sponsor matching

share for every dollar the Department provides. Remaining share to complete project could come from any available source.

### **Hangar Construction Projects**

For hangar construction projects, the Department may provide funding via grant or loan.

(A) For state grants the Department's maximum cost-share level of participation shall not exceed forty percent (40%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

(B) For state loans the Department's maximum cost-share level of participation shall not exceed seventy percent (70%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

### **Fuel System Construction Projects**

For fuel system construction projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$300,000. The airport sponsor is required to provide a minimum of 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

- 2.2** The Sponsor shall submit an invoice on a monthly basis to the Department for the Department's share of the project cost as described in Section 2.1. The Department will process payment to the Sponsor for the amount that is justified with required supporting documentation. **The Department will not process any invoices until the Engineering Contract and Amendments, Resident Inspection Contract, and Acceptance Testing Contract (if required) has been submitted. In addition, a Construction Management Program (CMP) is required on all paving construction projects. Department staff reserves the right to request a CMP on other projects. The Department will also not process invoices that do not have the required documentation.** The required documentation consists of the following:

1. ODAA Partial Payment Request Form
2. Copy of the Federal Aviation Administration Invoice Summary (Projects funded by Federal and State Grant)

3. Copies of all vendor invoices.
4. Contractor's Application for Payment (State Form G702 or similarly adapted form)
5. Construction Quantities Report signed by the Engineer-of-record
6. Test invoices for the acceptance tests (8.10.6.3) performed in that period.

**2.3** The Department will process payments until 90% of the actual project cost of the Department's share has been reached. The final 10% will not be released until:

1. The final acceptance test summary report (8.10.6.4) has been submitted to the Department.
2. The testing laboratory has submitted all acceptance test reports if requested by the Department.
3. If required by the specifications, a Percentage within specification limits report (8.10.6.5) with supporting computations has been submitted to the Department.
4. Final acceptance and project close-out documents have been submitted to the Department.
5. Copy of the final signed Federal Aviation Administration Outlay Report and Invoice Summary (Projects funded by Federal and State Grant)
6. FAA Grant Closeout Letter (Projects funded by Federal and State Grant)
7. A satisfactory Financial Report has been completed by the Department.

**2.4** The Sponsor now has on deposit its share of the funding (\$101,306.25) in a designated account, for use in defraying the costs of the project.

**2.5 Change Orders**

As described in Oklahoma Administrative Code §25:15-1-4(h) and 25:15-1-4(g) the B-2 form lists line-item project costs that cannot be exceeded. During the course of the construction of a project, change orders and/or supplemental agreements may be necessary to increase or decrease bid or line-item amounts and quantities due to unknown or unforeseen circumstances. A change order and/or supplemental agreement shall be sent to the Department along with a request to amend the approved grant's B-2 line-item or bid item.

1. For change orders and/or supplemental agreements that will not increase the Department's overall share for the project the Director may approve such an amendment to the grant application. Change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the

reasons for the change order and/or supplemental agreement with such information as the Commission may require.

2. For change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project not to exceed Ten Thousand Dollars (\$10,000) the Director may approve such an amendment to the grant application. Such change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the reasons for the change order and/or supplemental agreement with such information as the Commission may require.
3. Change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project in excess of Ten Thousand Dollars (\$10,000) must be presented to and approved by the Commission before such an amendment can be made to the grant application.

**3. EXHIBIT A, Airport Layout Drawing or Project Sketch**

An Airport Layout Drawing (ALD) or sketch showing the area and location of proposed construction or rehabilitation work must be provided by the Sponsor with a construction grant application.

**4. EXHIBITS B, B-1, B-2, and B-3**

Exhibits are to be filled out by the Sponsor and the Sponsor's Engineer. Exhibits B and B-1 have no specific format. Blank forms for Exhibits B-2 and B-3 are attached. All line items on the Exhibit B-2 are considered to be figures **not to be exceeded**. Any amount expended in excess of each line item will not be considered for payment without a change order or a supplemental agreement approved by the Department. A copy of the bid tabulation signed by the Engineer-of-record must accompany the grant application.

**5. EXHIBITS C, C-1, and C-2**

Exhibits are to be filled out by the Sponsor or the Sponsor's Engineer. Forms C, C-1, and C-2 are attached.

**6. EXHIBIT D, Airport Zoning Regulations**

As required by 3 O.S. § 103 each airport shall have airport zoning regulations adopted and enacted in order to regulate and restrict the height of structures or trees and land uses within the airport hazard areas. These airport zoning regulations must be adopted and enacted prior to funding. If the Sponsor has not adopted airport zoning regulations, it shall be part of the next state funded project.

**7. EXHIBIT E, Sponsor Deposit Verification**

The Sponsor is required to furnish verification to the Department that the Sponsor's funding share has been deposited in a designated account for use in defraying the costs of the project.

**8. GRANT ASSURANCES**

The grant assurances must remain attached to the agreement and be submitted with, and as a part of, this application and agreement.

In order to furnish the Department the Sponsor's assurances required by the Laws and Regulations, the Sponsor hereby covenants and agrees with the State of Oklahoma as follows:

**8.1 TIME LIMITS**

The Sponsor agrees that the project for which these funds are requested will be completed **within two years** from the date of grant approval.

**8.2 EQUAL RIGHTS**

**8.2.1** The Sponsor agrees that in its operation of the Airport and all facilities thereon, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, sex, color, creed, handicap or national origin in the use of any facility provided for the public on airport property.

**8.2.2** The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds and classes of users: **Provided**, that the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: **And Provided Further**, that the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary to serve the civil aviation needs of the public.

**8.2.3** In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:



**8.2.3.1** That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor to:

**8.2.3.1.1** furnish good, prompt and efficient service adequate to meet all demands for its service at the Airport; and

**8.2.3.1.2** furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and,

**8.2.3.1.3** charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: **Provided** that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

**8.2.3.2** That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

**8.2.3.3** That if the Sponsor exercises any of the rights or privileges set forth in paragraph 8.2.2 of the Equal Rights Section, it will be bound by and adhere to the condition specified for contractors as set forth in subparagraph 8.2.3 of the Equal Rights Section.

**8.2.3.4** Essential facilities, as listed in 8.5 (including night lighting systems, when installed) will be operated in such manner as to assure their availability to all users of the airport.

**8.2.4** Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non aviation products and supplies or any service of a non aeronautical nature.

**8.3 AUTHORITY AND POWER**

The Sponsor certifies it has the legal authority and power to:

**8.3.1** do all things necessary in order to undertake and carry out the Project in conformity with State and Federal Statutes, Acts, and Regulations;

**8.3.2** receive, accept and disburse grants of funds from the State of Oklahoma in aid of the Project, in terms and conditions stated in the Laws, Acts, and Regulations; and

**8.3.3** carry out all the provisions of this Application and Agreement.

**8.4 RESERVATION OF POWERS**

The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein. If any arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

**8.5 ESSENTIAL FACILITIES**

Essential facilities are considered to be the following: a landing area and an aircraft parking area.

**8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE**

It has sufficient funds available for that portion of the project costs which are not to be paid by the Department. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement

constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Department determines may be useful.

#### **8.7 AIRPORT LAYOUT PLAN**

The Sponsor of an airport included in the National Plan of Integrated Airport System (NPIAS) will keep up to date at all times an approved, reproducible Airport Layout Plan (ALP), showing: airport boundaries, aviation easements, location, and the nature of all existing and proposed airport facilities, structures (such as runways, taxiways, aprons, terminal buildings, hangars, roads) including all proposed extensions and the location of all existing and proposed non aviation areas. The ALP must be prepared in accordance with FAA Advisory Circular 150/5300-13 (most current edition).

The Sponsor will not make or permit to be made any changes or alterations to the Airport or any of its facilities other than in conformity with the ALP as so approved by the Department and/or the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

#### **8.8 PROJECT FINANCIAL REPORT REQUIREMENTS**

The Department shall prepare a financial report of income and expenditures of **all project funds (Federal, Department, and Sponsor)**. The final 10% of the actual project cost of state grant funds will not be released until a satisfactory financial report has been prepared by the Department.

Records of expenditures shall be maintained by the Sponsor for not less than three (3) years. Access to these records will be provided at the grantees regular place of business.

#### **8.9 ACKNOWLEDGMENT**

The Sponsor assures that no work has been started nor has any work been completed on any of the Project(s) for which funds are requested in this Application and Agreement. The Sponsor further acknowledges that the funds will be used only for the purpose described in this Agreement.

#### **8.10 TERMS AND CONDITIONS**

Upon execution by the Sponsor and the Department, the offer and acceptance of this grant shall constitute a grant agreement between the Department and the Sponsor. The Department and the Sponsor shall be bound by all of the terms and conditions of the grant agreement and the grant assurances. The Department and

the Federal Aviation Administration (FAA) representatives will have access to the job site and project records at all times. In addition to all other requirements imposed by law or by this agreement, all grants or loans by the Department shall be subject to the following terms and conditions:

**8.10.1** The period of the grant or loan agreement shall be twenty (20) years from the date of the Sponsor's acceptance and/or the life of the improvements contemplated under the grant or loan application, whichever is longer.

**8.10.2** The airport and/or visual navigational aids shall remain under the Sponsor's control and shall be maintained by the Sponsor in a safe and serviceable condition during the period of this agreement.

**8.10.3** The Sponsor assures that all land to be constructed upon is held in clear fee simple title by the Sponsor or is leased from the Federal Government of the United States. The Sponsor assures that, if the land is leased, the lease will be maintained current for a period not less than the life of the agreement. The Sponsor assures that the land, whether leased or held in fee simple, shall be pledged to airport use and shall not be removed in whole or in part from such use without prior written approval from the Department. In addition, airport property as defined in the airport layout plan cannot be transferred by the airport sponsor without the written approval of the Department.

The Sponsor further assures the possession of sufficient land for development, operation and maintenance of the airport or air navigational facility. This requirement shall include the amount of land needed for necessary runways, taxiways, aircraft parking areas and runway protection zones.

**8.10.4** Consistent with safety and security requirements, a Sponsor shall make the airport or navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this agreement.

**8.10.5** The Sponsor shall not grant or permit anyone to exercise an exclusive right for the conduct of any aeronautical activity on or about an airport project landing area. Aeronautical activities include, but are not

limited to scheduled airline flights; charter flights, flight instruction; aircraft sales, rental and repair; sale of aviation petroleum products; and aerial application. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting, and navigational aids.

**8.10.6** The Sponsor shall carry out and complete a project without undue delay and in accordance with the plans and specifications submitted to the Department. The Sponsor shall ensure that the following is provided to the Department:

1. On all paving construction projects, the sponsor shall furnish a Construction Management Program (CMP) to the Department prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the specifications. Department staff reserves the right to request a CMP on other projects. The CMP shall include as a minimum:
  - a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the Grant and the authority to take necessary actions to comply with the contract.
  - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
  - d. Qualifications of engineering, supervision, and construction inspection personnel.
  - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
2. Weekly Progress Report: The sponsor shall ensure that a weekly progress report is submitted using FAA form 5370-1 to the Department.
3. Acceptance Tests: The Sponsor shall ensure that the acceptance

testing laboratory provides a copy of all acceptance tests as and when the results become available.

4. Summary Report: Upon completion of the project, the Sponsor shall provide the Department a final acceptance test summary report. The report shall document the results of all acceptance tests performed and the location of the material tested. The report shall highlight those acceptance tests that were out-of-tolerance and include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the Department.
5. When the specifications provide for acceptance based on the method of estimating percentage of material within specification limits (PWL), the Sponsor will submit a final report of PWL computations in accordance with section 110, AC 150/5370-10 (most current version) with the summary report.
6. The Department, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

**8.10.7** The Sponsor, if requested by the Department, shall submit to the Department annual statements of airport or air navigation facility revenues and expenses.

**8.10.8** The Sponsor will comply with the Municipal Airports Act of 1948 (Oklahoma Statutes of 1991, Title 3, Section 65.1 et seq.) and specifically, Sec. 65.12, which requires: "The revenues obtained by a municipality from the ownership, control or operation of any airport or navigation facility, including proceeds from the sale of any airport or portion thereof of air navigation facility property, shall be deposited in a special fund to be designated as the 'Airport Fund', which revenues shall be appropriated solely to, and used by the municipality for, the purposes authorized by this act."

**8.10.9** All development of an airport constructed with grant funds shall be consistent with the approved Airport Layout Plan. A reproducible copy of such plan (as specified by the Department) and all subsequent modifications thereto, shall be filed with the Department.

**8.10.10** The Sponsor shall comply with the "Public Competitive

Bidding Act of 1984" (Oklahoma Statutes of 1991, Title 61, Sec. 101 et seq.), which relates to the execution of certain public agency contracts, etc.

**8.10.11 After actual bids on the project are received, a tabulation of all bids on the project must be signed by the Engineer-of-record and must accompany the grant application.**

**8.10.12** When airport lighting is part of a project, the Sponsor shall operate such lighting from sunset to sunrise either manually or by remote control.

**8.10.13** The Department shall not be a party to any contract or commitment which a Sponsor may enter into or assume in carry out a project.

**8.10.14** It being further understood and agreed that should the Sponsor fail to do those things herein described and approved and within the time frame prescribed, that said funds shall, without notice, be withdrawn and revert to the Department. It is the Sponsor's responsibility, when delays or problems are encountered, to notify the Department and request from the Department a written time extension and/or deviation.

## **8.11 LIFE OF THE AGREEMENT**

The covenants and assurances shall become effective upon acceptance by the Sponsor of an offer of State aid for the Project or any portion thereof, made by the Department, and shall constitute a part of the Project Agreement thus formed. These covenants and assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the Project.

## **8.12 HANGAR CONSTRUCTION PROJECTS**

**8.12.1** The Sponsor will ensure any hangars built using Department funds will receive fair market rental rates compared to similar hangar facilities at airports that have similar amenities and capabilities within the region in which that airport is located.

**8.12.2** The Sponsor agrees to include in any rental agreement the most up-to-date Federal Aviation Administration hangar use policy and agrees to actively enforce that policy to its full effect.

**8.12.3** The Sponsor agrees that any hangar built using Department funds will not be used as a permanent or semi-permanent residence. Hangars may have crew quarters for intermittent overnight stays at the discretion of the Sponsor.

**8.12.4** The Sponsor will include in any rental agreement that the aircraft based in a hangar built using Department funds will be in compliance with federal airworthiness requirements and have complied with state aircraft excise tax and aircraft registration requirements.

**8.13 FUEL SYSTEM CONSTRUCTION PROJECTS**

The airport sponsor understands that fuel systems funded by the Department must be operated by the public airport sponsor and not a third party entity or contractor.



**9. SIGNATURE BLOCK**

IN WITNESS WHEREOF, the Sponsor has caused this APPLICATION AND ASSURANCES to be duly executed in its name, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SPONSOR'S ACCEPTANCE:  
(Mayor, City Manager or other designated official)

TRUST, IF REQUIRED:

\_\_\_\_\_  
Signature  
  
Dale Copeland, Mayor  
\_\_\_\_\_  
Name and Title  
  
401 South Johnstone Avenue  
\_\_\_\_\_  
Address  
  
Bartlesville, Oklahoma 74003  
\_\_\_\_\_  
City/Town, State, Zip

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name and Title  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
City/Town, State, Zip

**NOTE: APPLICATION MUST BE SIGNED BY MAYOR, CITY MANAGER, OR OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN CONTRACTS FOR THE SPONSOR. IF THE DAY TO DAY ADMINISTRATION OF THE AIRPORT IS PERFORMED BY A TRUST, THE CHAIRMAN OF THE TRUST MUST ALSO SIGN THE APPLICATION.**

**DO NOT WRITE BELOW THIS LINE**

The work and expenditure of funds in the amount of \$\_\_\_\_\_ were approved in a regular, convened meeting of the Oklahoma Department of Aerospace and Aeronautics on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. By its approval, the Commission authorized the Director to execute this agreement.

\_\_\_\_\_  
Executive Director  
Oklahoma Department of Aerospace and Aeronautics

**EXHIBIT A AIRPORT LAYOUT DRAWING OR PROJECT SKETCH**

**EXHIBIT B PLANS AND SPECIFICATIONS**

Previously submitted.

## **EXHIBIT B-1 PROGRAM NARRATIVE**

The objective of the proposed project is to design and construct a new taxiway that will facilitate the airport's new hangar development to the north. These taxiways will go to improve access to additional development areas to help ensure successful future economic development opportunities for years to come.

**EXHIBIT B-2 PROJECT COSTS**

AIRPORT: Bartlesville Municipal Airport

PROJECT #: BVO-24-FS

CITY: Bartlesville

DATE: 3/7/2024

PROJECT DESCRIPTION: Construct Taxilane

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

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

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

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



**CONSTRUCT TAXILANE**  
**BARTLESVILLE MUNICIPAL AIRPORT, BARTLESVILLE, OKLAHOMA**  
**10:30 AM, Thursday, February 29, 2024**  
**AIP 3-40-0007-015-2024, ODAV BVO-24-FS**

BASE BID-SCHEDULE 1				PARKHILL		R&L Construction, LLC		Contech, Inc.		Tri-Star Construction, LLC		Paragon Contractors, LLC		Bright Lighting, Inc.	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$145,000.00	\$145,000.00	\$50,000.00	\$50,000.00	\$85,000.00	\$85,000.00	\$196,700.00	\$196,700.00	\$93,906.73	\$93,906.73	\$66,598.32	\$66,598.32
2	LOW PROFILE AIRCRAFT BARRICADES	1	LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,452.00	\$1,452.00	\$6,668.91	\$6,668.91
3	TEMPORARY EROSION CONTROL	1	LS	\$9,000.00	\$9,000.00	\$22,729.00	\$22,729.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$11,616.00	\$11,616.00	\$21,473.88	\$21,473.88
4	REMOVE RUNWAY LIGHTS AND RECONNECT EXISTING TAXIWAY CIRCUIT	1	LS	\$10,000.00	\$10,000.00	\$36,500.00	\$36,500.00	\$19,100.00	\$19,100.00	\$44,394.60	\$44,394.60	\$40,909.24	\$40,909.24	\$18,960.00	\$18,960.00
5	REMOVE, STOCKPILE AND REPLACE TOPSOIL	3,070	CY	\$12.00	\$36,840.00	\$10.00	\$30,700.00	\$12.00	\$36,840.00	\$10.00	\$30,700.00	\$9.88	\$30,331.60	\$14.30	\$43,901.00
6	UNCLASSIFIED EXCAVATION AND EMBANKMENT	4,485	CY	\$20.00	\$89,700.00	\$10.00	\$44,850.00	\$16.00	\$71,760.00	\$9.00	\$40,365.00	\$10.38	\$46,554.30	\$30.03	\$134,684.55
7	BORROW MATERIAL (FROM OFF-SITE)	715	CY	\$30.00	\$21,450.00	\$32.00	\$22,880.00	\$29.00	\$20,735.00	\$35.00	\$25,025.00	\$44.35	\$31,710.25	\$48.08	\$34,377.20
8	6" CRUSHED AGGREGATE BASE COURSE	5,315	SY	\$22.00	\$116,930.00	\$10.00	\$53,150.00	\$9.40	\$49,961.00	\$17.50	\$93,012.50	\$13.69	\$72,762.35	\$17.93	\$95,297.95
9	HYDRATED LIME	90	TON	\$340.00	\$30,600.00	\$250.00	\$22,500.00	\$335.00	\$30,150.00	\$575.00	\$51,750.00	\$369.39	\$33,245.10	\$313.44	\$28,209.60
10	8" LIME TREATED SUBGRADE (4%)	5,315	SY	\$9.00	\$47,835.00	\$9.50	\$50,492.50	\$8.00	\$42,520.00	\$10.00	\$53,150.00	\$4.40	\$23,386.00	\$14.06	\$74,728.90
11	12" PC CONCRETE SURFACE COURSE	5,100	SY	\$130.00	\$663,000.00	\$97.50	\$497,250.00	\$118.00	\$601,800.00	\$119.00	\$606,900.00	\$124.77	\$636,327.00	\$127.82	\$651,882.00
12	MARKING WITH REFLECTIVE MEDIA	805	SF	\$15.00	\$12,075.00	\$5.00	\$4,025.00	\$4.50	\$3,622.50	\$4.50	\$3,622.50	\$4.65	\$3,743.25	\$5.56	\$4,475.80
13	MARKING WITH-OUT REFLECTIVE MEDIA	800	SF	\$15.00	\$12,000.00	\$5.00	\$4,000.00	\$4.50	\$3,600.00	\$4.50	\$3,600.00	\$4.65	\$3,720.00	\$8.89	\$7,112.00
14	SOLID SLAB SODDING AND WATERING UNTIL ESTABLISHED	6,900	SY	\$8.00	\$55,200.00	\$8.00	\$55,200.00	\$7.80	\$53,820.00	\$10.00	\$69,000.00	\$8.07	\$55,683.00	\$7.72	\$53,268.00
15	SPRIGGING	1.5	AC	\$10,000.00	\$15,000.00	\$10,945.00	\$16,417.50	\$10,500.00	\$15,750.00	\$19,000.00	\$28,500.00	\$11,557.92	\$17,336.88	\$8,955.00	\$13,432.50
16	THIRD PARTY INSURANCE	1	LS	\$0.00	\$0.00	\$2,025.00	\$2,025.00	\$0.00	\$0.00	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>					<b>\$1,269,630.00</b>	<b>\$914,219.00</b>	<b>\$1,042,658.50</b>	<b>\$1,258,319.60</b>	<b>\$1,102,683.70</b>	<b>\$1,255,076.61</b>					

BASE BID-SCHEDULE 2				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
17	TEMPORARY EROSION CONTROL	1	LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$10,825.71	\$10,825.71	\$16,672.27	\$16,672.27
18	CLEARING, GRUBBING, AND TREE REMOVAL	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$29,000.00	\$29,000.00	\$20,572.66	\$20,572.66	\$33,667.77	\$33,667.77
19	REMOVE FENCING	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$3,200.00	\$3,200.00	\$17,191.68	\$17,191.68	\$16,449.97	\$16,449.97
20	INSTALL 8' TALL CHAIN LINK FENCE WITH CLIMB BARRIER	1,150	LF	\$40.00	\$46,000.00	\$52.00	\$59,800.00	\$43.00	\$49,450.00	\$46.00	\$52,900.00	\$178.89	\$205,723.50	\$178.32	\$205,068.00
21	REMOVE, STOCKPILE AND REPLACE TOPSOIL	2,700	CY	\$12.00	\$32,400.00	\$10.00	\$27,000.00	\$12.00	\$32,400.00	\$10.00	\$27,000.00	\$13.96	\$37,692.00	\$17.46	\$47,142.00
22	UNCLASSIFIED EXCAVATION AND EMBANKMENT	3,731	CY	\$20.00	\$74,620.00	\$10.00	\$37,310.00	\$16.00	\$59,696.00	\$9.00	\$33,579.00	\$8.62	\$32,161.22	\$28.88	\$107,751.28
23	BORROW MATERIAL (FROM OFF-SITE)	2,302	CY	\$30.00	\$69,060.00	\$32.00	\$73,664.00	\$29.00	\$66,758.00	\$35.00	\$80,570.00	\$39.57	\$91,090.14	\$48.08	\$110,680.16
24	INSTALL 30" HDPE	270	LF	\$180.00	\$48,600.00	\$150.00	\$40,500.00	\$140.00	\$37,800.00	\$245.00	\$66,150.00	\$289.89	\$78,270.30	\$289.12	\$78,062.40
25	HYDRATED LIME	48	TON	\$340.00	\$16,320.00	\$250.00	\$12,000.00	\$335.00	\$16,080.00	\$575.00	\$27,600.00	\$369.39	\$17,730.72	\$313.44	\$15,045.12
26	8" LIME TREATED SUBGRADE (4%)	2,800	SY	\$9.00	\$25,200.00	\$9.50	\$26,600.00	\$8.00	\$22,400.00	\$10.00	\$28,000.00	\$8.35	\$23,380.00	\$14.91	\$41,748.00
27	8" PC CONCRETE SURFACE COURSE	2,650	SY	\$90.00	\$238,500.00	\$84.00	\$222,600.00	\$103.00	\$272,950.00	\$86.00	\$227,900.00	\$101.54	\$269,081.00	\$160.36	\$424,954.00
28	MARKING WITH REFLECTIVE MEDIA	640	SF	\$15.00	\$9,600.00	\$5.00	\$3,200.00	\$4.50	\$2,880.00	\$4.50	\$2,880.00	\$4.65	\$2,976.00	\$5.56	\$3,558.40
29	MARKING WITH-OUT REFLECTIVE MEDIA	640	SF	\$15.00	\$9,600.00	\$5.00	\$3,200.00	\$4.50	\$2,880.00	\$4.50	\$2,880.00	\$4.65	\$2,976.00	\$8.89	\$5,689.60
30	SOLID SLAB SODDING AND WATERING UNTIL ESTABLISHED	5,950	SY	\$8.00	\$47,600.00	\$8.00	\$47,600.00	\$7.80	\$46,410.00	\$10.00	\$59,500.00	\$8.07	\$48,016.50	\$7.72	\$45,934.00
31	SPRIGGING	1.6	AC	\$10,000.00	\$16,000.00	\$10,945.00	\$17,512.00	\$10,500.00	\$16,800.00	\$19,000.00	\$30,400.00	\$11,557.93	\$18,492.69	\$11,250.00	\$18,000.00
<b>TOTAL</b>					<b>\$658,500.00</b>	<b>\$591,986.00</b>	<b>\$671,004.00</b>	<b>\$681,559.00</b>	<b>\$876,180.12</b>	<b>\$1,170,422.97</b>					

ALTERNATE NO. 1				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
32	ADDITIONAL 2" P.C. CONCRETE THICKNESS	2,650	SY	\$20.00	\$53,000.00	\$10.00	\$26,500.00	\$11.00	\$29,150.00	\$11.00	\$29,150.00	\$15.32	\$40,598.00	\$23.85	\$63,202.50
33	REDUCTION OF UNCLASSIFIED EXCAVATION AND EMBANKMENT	(138)	LS	\$10.00	-\$1,380.00	\$10.00	-\$1,380.00	\$25.00	-\$3,450.00	\$14.70	-\$2,028.60	\$58.24	-\$8,037.12	\$30.03	-\$4,144.14
<b>TOTAL</b>					<b>\$51,620.00</b>	<b>\$25,120.00</b>	<b>\$25,700.00</b>	<b>\$27,121.40</b>	<b>\$32,560.88</b>	<b>\$59,058.36</b>					
<b>TOTAL BID SCHEDULES 1, 2 AND ALTERNATE NO 1</b>					<b>\$1,979,750.00</b>	<b>\$1,531,325.00</b>	<b>\$1,739,362.50</b>	<b>\$1,967,000.00</b>	<b>\$2,011,424.70</b>	<b>\$2,484,551.94</b>					

*Toby J. Baker*

**EXHIBIT B-3 PROJECT ENGINEERING**

(Project Engineer to provide the following information)

Here are the costs which would be incurred in providing the engineering data necessary to make an investigation, testing, estimates, prepare plans and specifications, supervise award of contract, prepare contract, stake the work, supervise the work, make final inspection and final contract estimates for:

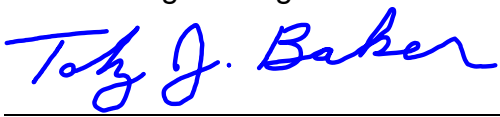
Bartlesville Municipal Airport - Construct Taxi Lane  
(Name of Airport and Project)

An outline of the work to be performed is as follows:

Final Design Services, ODAA Grant Administration, Construction Materials Testing and Review, Resident Project Representative Services, Bid Phase Services, Update DBE Goal, Construction Administration, Geotechnical Investigation, Hangar Development Plan, and Surveying Services

For Federal Aviation Administration (FAA) funded projects the work will be accomplished in accordance with the FAA Standards for Specifying Construction of Airports (current edition). The work may be accomplished in accordance with the Oklahoma Department of Transportation Standard Specifications (current edition), with prior written approval by FAA.

The engineering fees will not exceed \$493,700.00.

Parkhill  
Name of Engineering Firm  
  
Signature of Engineer

**EXHIBIT C STATEMENT OF COMPLIANCE**

The Sponsor is in compliance with all terms and conditions of any agreement with the State of Oklahoma related to the development, operation or maintenance of an airport owned by the Sponsor.

_____ Signature (Mayor, City Manager or designated Official)	_____ Signature (Mayor, City Manager or designated Official)
_____ Dale Copeland, Mayor Name and Title	_____ Name and Title
_____ Date	_____ Date
_____ 73-6005079 Sponsor's Federal Identification Number	_____ Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.



**EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT**

The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the Oklahoma Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

\_\_\_\_\_  
Signature (Mayor, City Manager or designated Official)

\_\_\_\_\_  
Signature (Mayor, City Manager or designated Official)

Dale Copeland, Mayor  
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

73-6005079  
\_\_\_\_\_  
Sponsor's Federal Identification Number

\_\_\_\_\_  
Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

**EXHIBIT C-2 STATUTORY AFFIDAVIT**

STATE OF OKLAHOMA

COUNTY OF Osage.

AFFIDAVIT

\_\_\_\_\_ and \_\_\_\_\_  
(Type name) (Type name)

of lawful age, and having been first duly sworn, on oath, states:

1. That (s)he/they is/are the agent authorized by the Sponsor to submit the attached Grant Application to the State of Oklahoma.
2. That the Sponsor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the grant.
3. That no person who has been involved in any manner in the development of this grant while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.
4. That, to the best of his/her/their knowledge and belief, the Sponsor has not previously submitted a grant request to the Oklahoma Department of Aerospace and Aeronautics or any other agency of the State of Oklahoma which would result in a substantial duplication of the project proposed in the Grant Application and Assurances.

\_\_\_\_\_  
Affiant (Signature of Mayor, City Manager  
or designated Official)

\_\_\_\_\_  
Affiant (Signature of Trust, if required)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Seal

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

My commission expires: \_\_\_\_\_

NOTE: To be signed by the same person(s) that signs Application and Assurances.

**EXHIBIT D AIRPORT ZONING REGULATIONS**

**Indicate if the city has adopted Airport Zoning Regulations, date it was adopted and if a copy is on file with the Oklahoma Department of Aerospace and Aeronautics.**

**EXHIBIT E SPONSOR DEPOSIT VERIFICATION**  
PLEASE READ CAREFULLY

SPONSOR: <u>City of Bartlesville</u>	DATE: <u>3/7/2024</u>
AIRPORT NAME: <u>Bartlesville Municipal Airport</u>	STATE PROJECT #: <u>BVO-24-FS</u>

This form provides verification to the Oklahoma Department of Aerospace and Aeronautics that the Sponsor's share has been deposited in a designated account, however it does not have to be a designated airport-only account. The funds will be for use in defraying the costs of the project.

This form must be completed and submitted as part of the grant application to the Oklahoma Department of Aerospace and Aeronautics.

\_\_\_\_\_ Account Number  
\_\_\_\_\_ Type of Account

Financial Institution (Please print)	<u>City of Bartlesville</u> Name of Sponsor (Please print)
Bank Representative (Please print)	<u>Dale Copeland</u> Sponsor Official (Please print)
Title of Representative (Please print)	<u>Mayor</u> Title of Official (Please print)
Signature of Representative	Signature of Official 401 South Johnstone Avenue, Bartlesville, OK 74003
Address	Address  918-338-4256
Phone	Phone

**QUESTIONNAIRE**

(PLEASE TYPE OR PRINT ANSWERS)

1. City Bartlesville Airport Bartlesville Municipal Airport

2. Official point of contact for the Sponsor:

Name Mike Richardson

Address 401 South Johnstone Avenue, Bartlesville, OK 74003

Telephone Number 918-661-3500

Official Position Airport Manager

Email msrichardson@cityofbartlesville.org

3. Sponsor contact that can verify payment information:

Name Mike Richardson

Address 401 South Johnstone Avenue, Bartlesville, OK 74003

Telephone Number 918-661-3500

Official Position Airport Manager

Email msrichardson@cityofbartlesville.org

4. State payments should be made to: City of Bartlesville

5. Method of performance: Contract and/or Force Account Contract

6. Number of aircraft based at the airport 47

7. Is the Airport operated by a Trust Authority? If yes, provide the name of the Trust Authority and a copy of the Trust Agreement.

No

8. Is there a Fixed Base Operator(s) on the Airport? If yes:

Name Bartlesville Aviation

Address 401 Wiley Post Rd. Bartlesville OK 74003

Telephone Number 918-661-3121

9. Will financial assistance from a Federal source be required? Yes X No     

10. Name of your State Julie Daniels

Senator:

11. Name of your State Representative: Judd Strom

### CHECKLIST

When completed, this Checklist becomes a part of the Grant Application and Agreement.

Answer **yes** or **no** on the appropriate lines. Sign the document.

1. Is the Application properly signed and dated Yes
2. Is Exhibit A attached Yes
3. Are Exhibits B and B-1 attached Yes
4. Are Exhibits B-2 and B-3 attached Yes
5. Are Exhibits C, C-1, and C-2 attached Yes
6. Is Exhibit D attached Yes
7. Is Exhibit E attached Yes
8. Have all questions been answered on the Questionnaire Yes
9. Are yearly funds allocated for airport maintenance Yes
10. Have you furnished the names of your Senator and Representative Yes
11. Has any work been started on this project No
12. If the answer to any of the above questions (except #11) is no, explain below or on an attached sheet of paper.

Checklist completed by:

Name Dale Copeland

Position Mayor

Telephone Number 918-338-4256



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

Receipt of Interim Financials for the eight months ending February 29, 2024.

Attachments:

Interim Financials for February 29, 2024

**II. STAFF COMMENTS AND ANALYSIS**

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

**III. BUDGET IMPACT**

N/A

**IV. RECOMMENDED ACTION**

Staff recommends the approval the Interim Financials for February 29, 2024.





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

For The Eight Months Ended February 29, 2024

**CITY COUNCIL**

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager  
Mike Bailey

Prepared by:

Jason Muninger  
Finance Director

Alicia Shelton  
Accountant

<b>TABLE OF CONTENTS</b>
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**HIGHLIGHTS**

**MAJOR FUNDS:**

GENERAL FUND

WASTEWATER OPERATING/BMA WASTEWATER FUNDS

WATER OPERATING/BMA WATER FUNDS

SANITATION

**OTHER FUNDS:**

REVENUE BUDGET STATUS

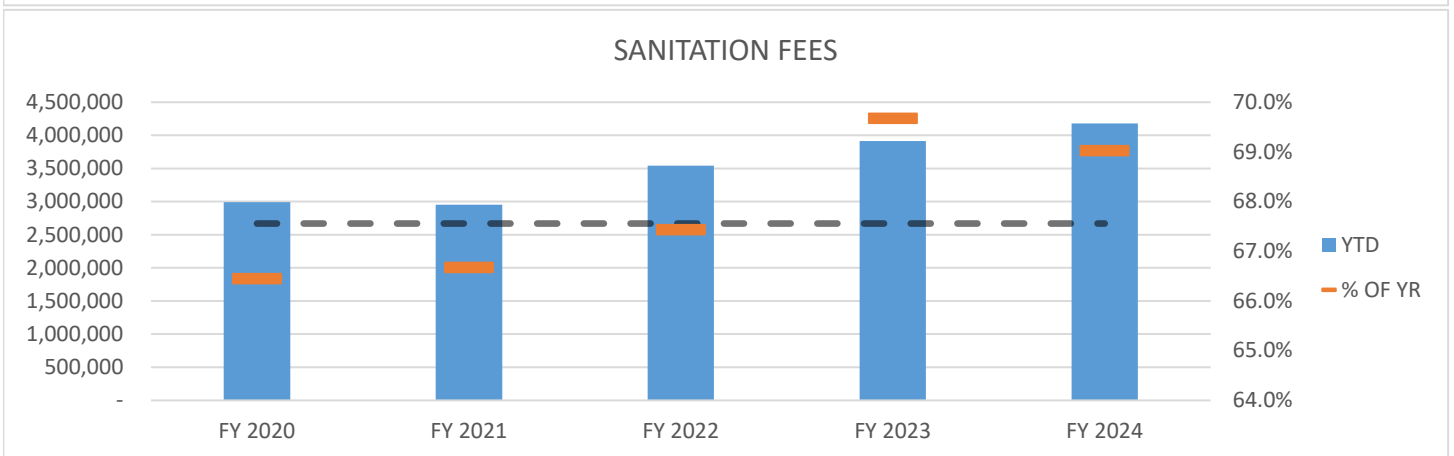
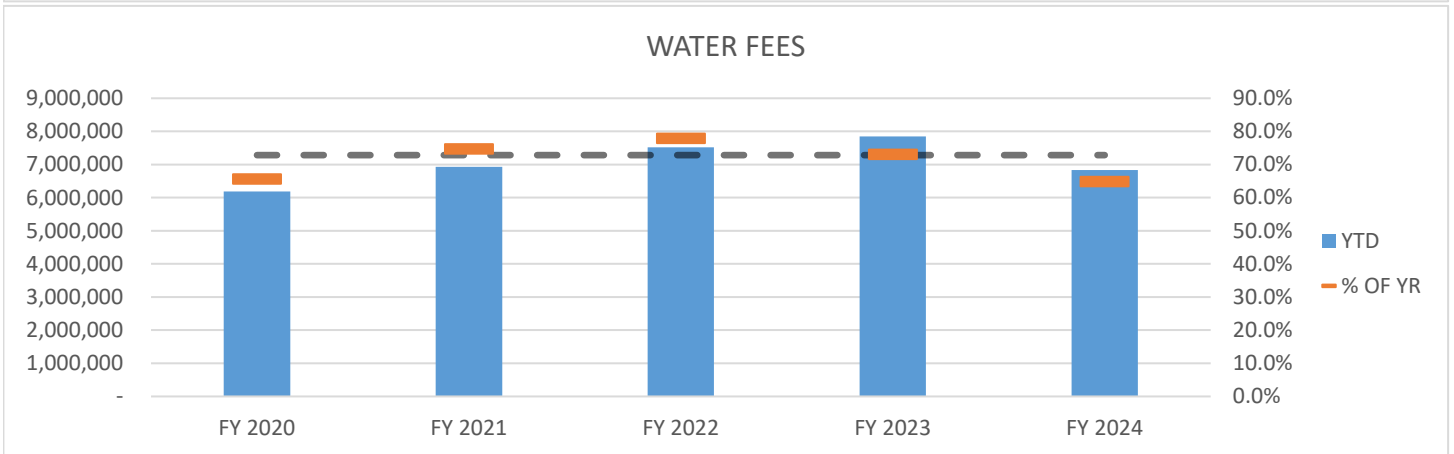
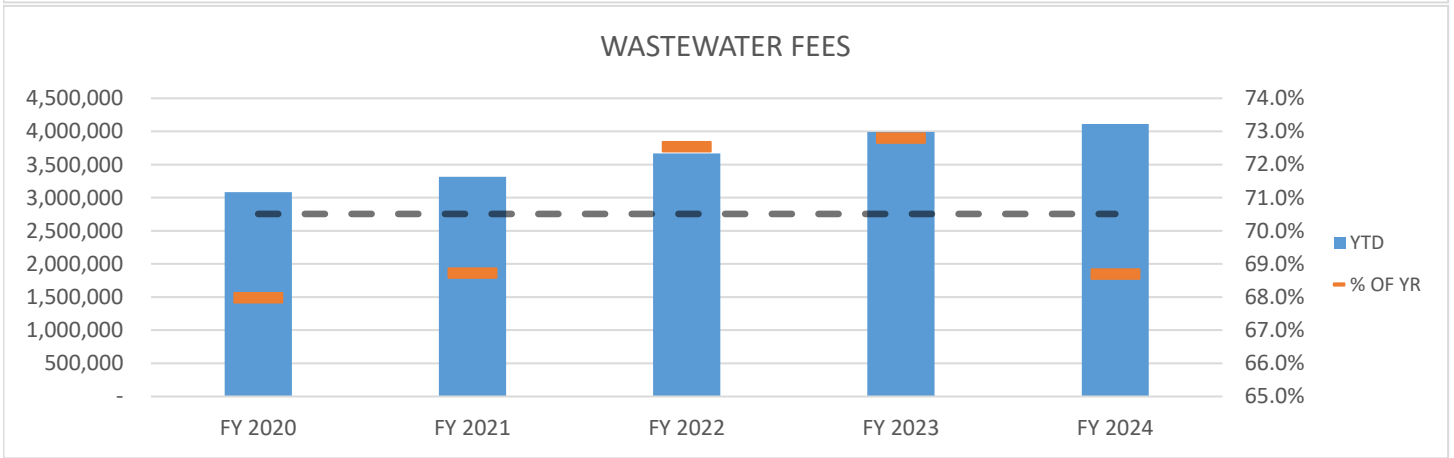
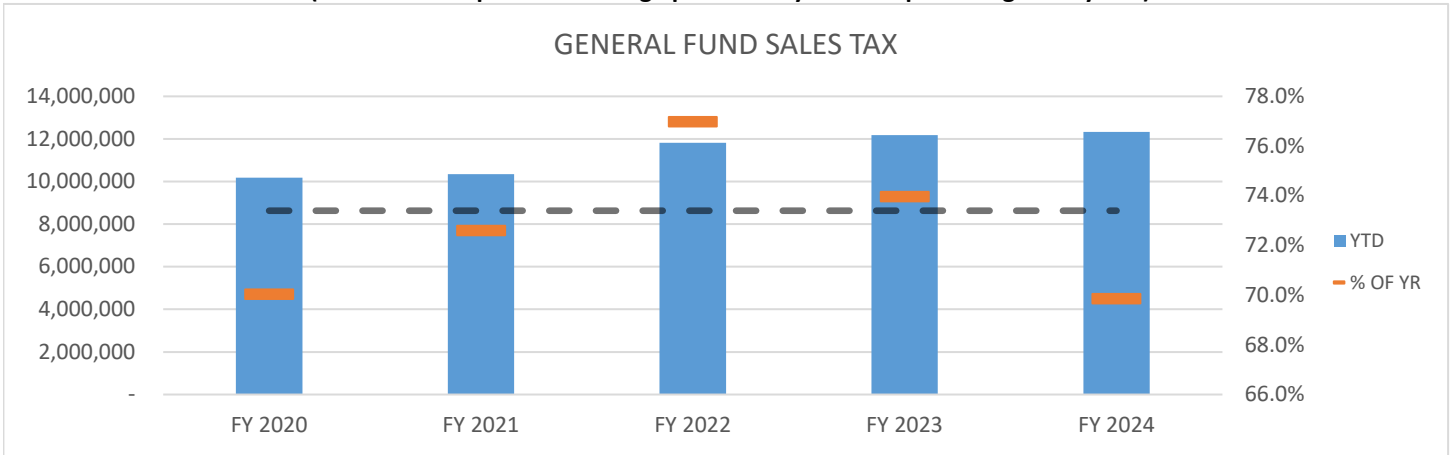
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

**EXPLANATORY MEMO**

## FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



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

67% of Year Lapsed

	<u>2023-24 Fiscal Year</u>					% of Budget	<u>2022-23 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
<b>Revenue:</b>								
Sales Tax	\$ 17,643,955	\$ 11,762,637	\$ 12,326,256	\$ -	\$ 12,326,256	69.9%	\$ 12,173,347	67.2%
Use Tax	2,500,000	1,666,667	3,416,627	-	3,416,627	136.7%	-	0.0%
Gross Receipt Tax	1,582,000	1,054,667	1,094,081	-	1,094,081	69.2%	1,105,508	68.0%
Licenses and Permits	256,700	171,133	211,756	-	211,756	82.5%	206,711	80.3%
Intergovernmental	700,400	466,933	446,509	-	446,509	63.8%	501,531	70.4%
Charges for Services	478,800	319,200	400,077	-	400,077	83.6%	366,740	61.3%
Court Costs	160,000	106,667	128,543	-	128,543	80.3%	126,113	66.3%
Police/Traffic Fines	460,000	306,667	238,182	-	238,182	51.8%	270,022	66.6%
Parking Fines	68,200	45,467	34,280	-	34,280	50.3%	33,295	69.5%
Other Fines	80,400	53,600	41,896	-	41,896	52.1%	46,043	65.5%
Investment Income	150,000	100,000	1,897,403	-	1,897,403	1264.9%	504,678	52.6%
Miscellaneous Income	875,700	583,800	771,588	-	771,588	88.1%	379,584	50.4%
Transfers In	6,561,228	4,374,152	4,374,156	-	4,374,156	66.7%	6,113,965	66.7%
<b>Total</b>	<b><u>\$ 31,517,383</u></b>	<b><u>\$ 21,011,590</u></b>	<b><u>\$ 25,381,354</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 25,381,354</u></b>	<b>80.5%</b>	<b><u>\$ 21,827,537</u></b>	<b>63.3%</b>
<b>Expenditures:</b>								
General Government	\$ 8,965,657	\$ 5,977,105	\$ 5,183,713	\$ 172,918	\$ 5,356,631	59.7%	\$ 5,530,879	67.4%
Public Safety	16,604,031	11,069,354	10,986,380	173,721	11,160,101	67.2%	10,484,657	67.9%
Street	2,051,398	1,367,599	1,158,852	17,881	1,176,733	57.4%	1,243,228	69.1%
Culture and Recreation	3,666,412	2,444,275	2,175,807	7,590	2,183,397	59.6%	2,172,687	66.7%
Transfers Out	4,189,369	2,792,913	2,792,751	-	2,792,751	66.7%	2,674,087	66.7%
Reserves	1,194,800	796,533	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b><u>\$ 36,671,667</u></b>	<b><u>\$ 24,447,779</u></b>	<b><u>\$ 22,297,503</u></b>	<b><u>\$ 372,110</u></b>	<b><u>\$ 22,669,613</u></b>	<b>61.8%</b>	<b><u>\$ 22,105,538</u></b>	<b>67.6%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 6,559,526					
Net Revenue (Expense)			<u>3,083,851</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 9,643,377</u></b>					

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

67% of Year Lapsed

	<u>2022-23 Fiscal Year</u>						<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
<b>Revenue:</b>								
Wastewater Fees	\$ 6,007,344	\$ 4,004,896	\$ 4,115,608	\$ -	\$ 4,115,608	68.5%	\$ 3,997,621	80.2%
Investment Income	-	-	-	-	-	N.A.	27,077	#####
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	<u>30,000</u>	<u>20,000</u>	<u>135,776</u>	<u>-</u>	<u>135,776</u>	452.6%	<u>165,437</u>	812.7%
<b>Total</b>	<b><u>\$ 6,037,344</u></b>	<b><u>\$ 4,024,896</u></b>	<b><u>\$ 4,251,384</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 4,251,384</u></b>	<b>70.4%</b>	<b><u>\$ 4,190,135</u></b>	<b>83.7%</b>
<b>Expenditures:</b>								
Wastewater Plant	\$ 2,965,385	\$ 1,976,923	\$ 1,979,590	\$ 952,203	\$ 2,931,793	98.9%	\$ 2,673,450	100.2%
Wastewater Maint	861,009	574,006	530,899	(4,330)	526,569	61.2%	461,066	70.5%
BMA Expenses	27,735	18,490	27,730	-	27,730	100.0%	27,870	N.A.
Transfers Out	1,646,975	1,097,983	1,097,987	-	1,097,987	66.7%	1,095,054	76.0%
Reserves	<u>88,790</u>	<u>59,193</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
<b>Total</b>	<b><u>\$ 5,589,894</u></b>	<b><u>\$ 3,726,595</u></b>	<b><u>\$ 3,636,206</u></b>	<b><u>\$ 947,873</u></b>	<b><u>\$ 4,584,079</u></b>	<b>82.0%</b>	<b><u>\$ 4,257,440</u></b>	<b>89.4%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 2,904,457					
Net Revenue (Expense)			<u>615,178</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 3,519,635</u></b>					

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

67% of Year Lapsed

	<u>2022-23 Fiscal Year</u>					% of Budget	<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
<b>Revenue:</b>								
Water Fees	\$ 11,091,140	\$ 7,394,093	\$ 7,204,561	\$ -	\$ 7,204,561	65.0%	\$ 8,248,585	78.5%
Investment Income	-	-	-	-	-	N.A.	44,235	792.5%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	-	-	749,416	-	749,416	N.A.	2,683	265.6%
<b>Total</b>	<b><u>\$ 11,091,140</u></b>	<b><u>\$ 7,394,093</u></b>	<b><u>\$ 7,953,977</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 7,953,977</u></b>	<b>71.7%</b>	<b><u>\$ 8,295,503</u></b>	<b>78.9%</b>
<b>Expenditures:</b>								
Water Plant	\$ 3,930,908	\$ 2,620,605	\$ 2,173,856	\$ 169,134	\$ 2,342,990	59.6%	\$ 2,557,939	92.0%
Water Administration	403,611	269,074	255,284	22,035	277,319	68.7%	260,464	77.1%
Water Distribution	2,251,525	1,501,017	1,129,898	(26,254)	1,103,644	49.0%	1,204,302	89.2%
BMA Expenses	3,826,024	2,550,683	1,744,139	(15,530)	1,728,609	45.2%	4,070,705	136.5%
Transfers Out	2,585,280	1,723,520	1,723,524	-	1,723,524	66.7%	1,712,926	76.5%
Reserves	294,520	196,347	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b><u>\$ 13,291,868</u></b>	<b><u>\$ 8,861,246</u></b>	<b><u>\$ 7,026,701</u></b>	<b><u>\$ 149,385</u></b>	<b><u>\$ 7,176,086</u></b>	<b>54.0%</b>	<b><u>\$ 9,806,336</u></b>	<b>101.2%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 7,243,671					
Net Revenue (Expense)			<u>927,276</u>					
<b>Ending Fund Balance</b>			<b><u>\$ 8,170,947</u></b>					

**SANITATION FUND**

Statement of Revenue, Expenditures, and Changes in Fund Balances

67% of Year Lapsed

	<b>2023-24 Fiscal Year</b>					<b>% of Budget</b>	<b>2022-23 Fiscal Year</b>	
	<b>Total Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Encum</b>	<b>YTD Total</b>		<b>YTD Total</b>	<b>% Total Year</b>
<b>Revenue:</b>								
Collection Fees	\$ 6,055,185	\$ 4,036,790	\$ 4,118,800	\$ -	\$ 4,118,800	68.0%	\$ 3,840,053	66.4%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	173,239	45,669	89,559	-	89,559	51.7%	106,776	64.2%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
<b>Total</b>	<b>\$ 6,228,424</b>	<b>\$ 4,082,459</b>	<b>\$ 4,208,359</b>	<b>\$ -</b>	<b>\$ 4,208,359</b>	<b>67.6%</b>	<b>\$ 3,946,829</b>	<b>66.4%</b>
<b>Expenditures:</b>								
Sanitation	\$ 3,564,131	\$ 2,376,087	\$ 2,084,766	\$ 154,247	\$ 2,239,013	62.8%	\$ 2,384,440	73.0%
Transfers Out	2,649,730	1,766,487	1,766,490	-	1,766,490	66.7%	1,764,966	66.7%
Reserves	134,997	89,998	-	-	-	0.0%	-	N.A.
<b>Total</b>	<b>\$ 6,348,858</b>	<b>\$ 4,232,572</b>	<b>\$ 3,851,256</b>	<b>\$ 154,247</b>	<b>\$ 4,005,503</b>	<b>63.1%</b>	<b>\$ 4,149,406</b>	<b>70.2%</b>
<b>Changes in Fund Balance:</b>								
Fund Balance 7/1			\$ 322,482					
Net Revenue (Expense)			357,103					
<b>Ending Fund Balance</b>			<b>\$ 679,585</b>					

**ALL OTHER FUNDS**

## Revenue Budget Report - Budget Basis

67% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
<b>Special Revenue Funds:</b>			
Economic Development Fund	1,902,083	1,291,564	68%
E-911 Fund	1,095,403	763,781	70%
Special Library Fund	123,970	181,898	147%
Special Museum Fund	-	40,148	N/A
Municipal Airport Fund	-	75,583	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	50,000	81,945	164%
Golf Course Memorial Fund	-	26,100	N/A
CDBG-COVID	-	-	N/A
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	7,185	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	2,600	1,766	68%
Debt Service Fund	4,818,069	4,159,875	86%
<b>Capital Project Funds:</b>			
Sales Tax Capital Improvement Fund	3,580,030	2,759,313	77%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	17,200	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	3,406	N/A
Community Development Block Grant Fund	-	219,087	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
2023 G.O. Bond Fund	6,900,000	6,900,000	100%
<b>Proprietary Funds:</b>			
Adams Golf Course Operating Fund	663,654	468,295	71%
Sooner Pool Operating Fund	72,245	48,165	67%
Frontier Pool Operating Fund	94,205	62,805	67%
Municipal Airport Operating	585,975	490,060	84%
<b>Internal Service Funds:</b>			
Worker's Compensation Fund	93,460	69,973	75%
Health Insurance Fund	3,757,814	3,713,803	99%
Auto Collision Insurance Fund	75,000	53,257	71%
Stabilization Reserve Fund	1,291,774	861,190	67%
Capital Improvement Reserve Fund	6,998,023	5,374,120	77%
Mausoleum Trust Fund	-	-	N/A



**ALL OTHER FUNDS**

## Expenditure Budget Report - Budget Basis

67% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	5,416,131	1,745,294	32%
E-911 Fund	1,226,020	769,422	63%
Special Library Fund	220,970	121,141	55%
Special Museum Fund	51,500	21,519	42%
Municipal Airport Fund	28,508	-	0%
Harshfield Library Donation Fund	382,568	10,890	3%
Restricted Revenue Fund	295,441	106,039	36%
Golf Course Memorial Fund	65,940	52,414	79%
CDBG-COVID	-	-	N/A
ARPA	1,000,000	666,669	67%
Justice Assistance Grant Fund	7,619	-	0%
Neighborhood Park Fund	29,599	-	0%
Cemetery Care Fund	12,303	200	2%
Debt Service Fund	4,820,069	1,709,124	35%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	5,891,206	1,104,630	19%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	27,542	-	0%
Wastewater Regulatory Capital Fund	554,842	23,508	4%
City Hall Capital Improvement Fund	170,362	-	0%
Storm Drainage Capital Improvement Fund	55,577	7,447	13%
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	28,659	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	326,564	-	0%
2019B G.O. Bond Fund	341,460	-	0%
2021A G.O. Bond Fund	521,244	-	0%
2022 G.O. Bond Fund	4,880,960	1,782,113	37%
2023 G.O. Bond Fund	6,900,000	75,400	1%
Proprietary Funds:			
Adams Golf Course Operating Fund	665,922	483,822	73%
Sooner Pool Operating Fund	79,562	16,895	21%
Frontier Pool Operating Fund	94,230	29,002	31%
Municipal Airport Operating	670,036	427,212	64%
Internal Service Funds:			
Worker's Compensation Fund	430,000	114,885	27%
Health Insurance Fund	4,079,068	3,754,412	92%
Auto Collision Insurance Fund	443,559	48,531	11%
Stabilization Reserve Fund	11,933,651	-	0%
Capital Improvement Reserve Fund	12,390,050	2,647,945	21%
Mausoleum Trust Fund	7,791	-	0%

**ALL OTHER FUNDS**

## Fund Balance Report - Modified Cash Basis

67% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
<b>Special Revenue Funds:</b>			
Economic Development Fund	3,705,288	(152,292)	3,552,996
E-911 Fund	214,997	(4,932)	210,065
Special Library Fund	290,970	88,694	379,664
Special Museum Fund	139,059	18,629	157,688
Municipal Airport Fund	80,702	48,346	129,048
Harshfield Library Donation Fund	463,144	(8,390)	454,754
Restricted Revenue Fund	409,319	(7,397)	401,922
Golf Course Memorial Fund	45,891	(21,514)	24,377
CDBG-COVID	-	-	-
ARPA	1,762,952	(666,669)	1,096,283
Justice Assistance Grant Fund	7,619	7,185	14,804
Neighborhood Park Fund	60,222	-	60,222
Cemetery Care Fund	10,055	1,566	11,621
Debt Service Fund	3,726,110	2,450,751	6,176,861
<b>Capital Project Funds:</b>			
Sales Tax Capital Improvement Fund	3,737,112	1,484,229	5,221,341
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	162,540	(57,799)	104,741
Wastewater Regulatory Capital Fund	840,690	(24,431)	816,259
City Hall Capital Improvement Fund	125,618	47,880	173,498
Storm Drainage Capital Improvement Fund	57,026	(4,041)	52,985
Community Development Block Grant Fund	-	211,387	211,387
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	7,686	-	7,686
2014B G.O. Bond Fund	3,886	-	3,886
2015 G.O. Bond Fund	12,444	-	12,444
2017 G.O. Bond Fund	56,485	-	56,485
2018A G.O. Bond Fund	52,547	-	52,547
2018B G.O. Bond Fund	46,204	-	46,204
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	-	327,431
2019B G.O. Bond Fund	397,717	(35,219)	362,498
2021A G.O. Bond Fund	526,494	-	526,494
2022A G.O. Bond Fund	6,765,084	(2,485,796)	4,279,288
2023 G.O. Bond Fund	-	6,897,755	6,897,755
<b>Proprietary Funds:</b>			
Adams Golf Course Operating Fund	19,376	17,176	36,552
Sooner Pool Operating Fund	21,830	31,357	53,187
Frontier Pool Operating Fund	23,562	33,333	56,895
Municipal Airport Operating	309,066	69,913	378,979
<b>Internal Service Funds:</b>			
Worker's Compensation Fund	196,884	(37,492)	159,392
Health Insurance Fund	45,564	(40,509)	5,055
Auto Collision Insurance Fund	509,867	(33,398)	476,469
Stabilization Reserve Fund	11,933,651	861,190	12,794,841
Capital Improvement Reserve Fund	17,068,585	4,191,039	21,259,624
Mausoleum Trust Fund	8,164	-	8,164



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

**SUBJECT:** Financial Statement Explanatory Information

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## **GENERAL INFORMATION**

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

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

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

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

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

These analyses are presented in the final manner:

### Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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

## BARTLESVILLE NEXT PROGRESS REPORT - APRIL 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	50%	Reevaluating options for software.
4		Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.	CCO	10/24	50%	
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	20%	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	25%	
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	95%	All ideas for feedback cards have been submitted and are being reviewed.
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:				

## BARTLESVILLE NEXT PROGRESS REPORT - APRIL 2024

a	Formal debt policy based on GFOA authoritative guidance.	A&F	10/23	100%	
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	07/24	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	95%	Waiting on asset management software
b	Select consultant to collect and populate data into ESRI.	Eng			
i	Facilities, streets, storm drains, wastewater and water	Eng	10/24	25%	
ii	Signs and signals	Eng	10/25	50%	

#### 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			
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## BARTLESVILLE NEXT PROGRESS REPORT - APRIL 2024

a	Staff will develop an RFP to select a consultant.	Comm Dev	06/23	100%	
b	Present recommendations to the Council	Comm Dev	10/24	5%	Start date of project was delayed, so end date has been adjusted accordingly.
2	Update zoning, subdivision, and other ordinances and codes which regulate private development and land use following the updated comprehensive land use plan.	Comm Dev	06/25	0%	
<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	25%	Scheduling meeting with COP/P66 leadership
3	Examine ways to make the community more enticing for businesses and restaurants that attract young professionals and families	Admin	01/24	0%	
4	Work closely with BDA and Visit Bartlesville to promote their efforts and accomplishments	Admin	01/24	0%	
<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%	
<b>Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.</b>					

## BARTLESVILLE NEXT PROGRESS REPORT - APRIL 2024

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	20%	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.
<b>Ensure and maintain clean, bright, vibrant community spaces.</b>						
1		Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc.	PW/PD			
	a	Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors	Pub Works	04/24	95%	9 of 10 bathrooms installed
	b	Police to respond to all calls at public restrooms generated by new systems	PD	04/24	100%	
	i	Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.	PD	04/24	100%	
2		Coordinate citizen volunteer efforts to supplement our maintenance efforts and to improve the appearance of our City. These could include periodic clean up days, adopt a mile programs, adopt a path programs, etc.	CD/PW	07/23	100%	KBB established.
	a	Staff to list and prioritize possible programs.	CD/PW	01/24	0%	
	b	Adopt formal policy for selected program(s).	CD/PW	04/24	0%	
	c	Advertise, promote, operate, and publicly report on the success of this program.	CD/PW	10/24	0%	
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	95%	Reevaluating options for software.
5		Create a list of minimum maintenance intervals for our parks and rights-of-way.	Pub Works	07/23	100%	
<b>EMERGING ISSUES</b>						
<b>Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others</b>						
1		Child Care:	Admin			
	a	Collaborate with local groups to help find solutions to the local child care shortage.	Admin	04/24	70%	



## **BARTLESVILLE NEXT PROGRESS REPORT - APRIL 2024**

	b	Help advocate for reform of child care regulations that act as barriers to new facilities.	Admin		70%	
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%	

(Published in Bartlesville, OK Examiner-Enterprise 2/7, 2/10 & 2/14, 2024)

### SOLICITATION FOR BIDS

Notice is hereby given that the City of Bartlesville will receive sealed Bids in the office of the City Clerk, City Hall, 401 South Johnstone Avenue, Bartlesville, OK 74003 until 10:30 AM Local Time on February 29th, 2024. Said bids will be opened immediately thereafter for:

**Construct Taxilane  
AIP 3-40-0007-015-2024  
ODAA BVO-24-FS  
BID NO. 2023-2024-014  
BARTLESVILLE MUNICIPAL AIRPORT  
Bartlesville, Oklahoma**

Bids shall be made in accordance with Solicitation for Bids, Information to Bidders, Plans, Specifications, and Bidder's Proposal, on file and available for examination at the Office of the City Clerk in City Hall, Bartlesville, Oklahoma, and made part of this notice as though fully set forth herein. A PDF (hard copies not provided) may be obtained from Parkhill, 14101 Wireless Way, Suite 350, Oklahoma City, Oklahoma 73134, 405.832.9900, at no charge.

Bids filed with the City Clerk shall be publicly opened and considered by the City at time stated herein. Bidder must supply all information required by Bid/Proposal Form.

This Project is subject to the following requirements as referenced in the Special Provisions:

- Buy American Preference (Reference 49 USC § 50101).
- Foreign Trade Restrictions.
- Davis Bacon (Reference: 2 CFR § 200 Appendix II(D)).
- Affirmative Action (Reference: 41 CFR part 60-4. Executive Order 11246).
- Governmentwide Debarment and Suspension (Reference: 2 CFR part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility).
- Government Requirements for Drug-free Workplace.
- Nonsegregated Facilities Requirement (Reference: 41 CFR § 60-1.8).

Sponsor, in accordance with Provisions of Title VI of Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and Regulations, hereby notifies all bidders it will affirmatively ensure any Contract entered into pursuant to this Advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full and fair opportunity to submit bids in response to this invitation and not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- Title VI Clauses for Compliance with Nondiscrimination Requirements (Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally Assisted Programs at the Federal Aviation Administration).
- Title VI List of Pertinent Nondiscrimination Statutes and Authorities (Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally Assisted Programs at the Federal Aviation Administration).

It is the Department of Transportation (DOT) policy that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in performance of contracts financed in whole or in part with Federal funds.

All Bidders/Proposers shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 12.0 percent of the prime contract dollar value to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). If Bidder/Proposer for this solicitation qualifies as a DBE, contract goal shall be deemed met. Individuals rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Apparent successful Bidder/Proposer must submit information concerning DBEs to participate in this contract. Information will include name and address for each DBE, description of work to be performed by each named firm, and dollar value of contract (subcontract). If Bidder/Proposer fails to achieve contract goal as stated herein, they must provide documentation demonstrating good faith efforts in attempting to do so. Bid/Proposal failing to meet these requirements will be considered non-responsive.

For Contracts \$50,000 or more, Contractor with 50 or more employees and subcontractors with 50 or more employees and who may be awarded a subcontract of \$50,000 or more, will be required to maintain an affirmative action program within 120 days of Contract commencement.

Bids/Proposals received more than 96 hours, (excluding Saturdays, Sundays, and holidays), before set time for opening bids as well as Bids/Proposals received after set time for opening of bids, will not be considered and be returned unopened.

Cashier's check, certified check, surety bond, or irrevocable letter of credit in 5 percent of Bid shall accompany sealed Bid/Proposal of each Bidder/Proposer. Deposits will be returned to unsuccessful Bidder(s)/Proposer(s).

The City of Bartlesville reserves the right to reject any/all Bids and waive any/all informalities.

Upon receipt of acceptable Bid/Proposal, Contract will be awarded within ninety (90) days after opening Bids/Proposals and written Contract executed within 10 days thereafter.

A Prebid Conference concerning this Project will be held at 10:30 AM, February 20th, 2024, in the Terminal Building 401 Wiley Post Road, Bartlesville Municipal Airport, Bartlesville, Oklahoma. **Attendance at Prebid Conference is MANDATORY. Bids will NOT be accepted from contractors who do NOT have a representative in attendance. No Plans, Specifications, or Bid Documents will be issued after Prebid Conference. All Bidders/Proposers must visit and inspect construction site and be familiar with site physical characteristics and conditions.**

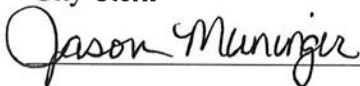
**For eligibility to bid this Project, contractors must be listed:**

- on official Bidder List by obtaining an official set of Plans and Specifications from Parkhill; AND
- as an attendee of mandatory Project Prebid Conference.

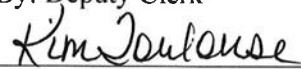
**Bids received from Contractors not meeting these requirements will be returned unopened.**

Dated this 2<sup>nd</sup> day of February, 2024.

City Clerk



By: Deputy Clerk



Published in Bartlesville, OK Examiner-Enterprise, 02/24/2024, 02/28/2024 & 03/02/2024

**NOTICE TO BIDDERS**

**City of Bartlesville  
Battery Operated Jaws and Cutter Set, with Battery and Charger  
For Vehicle Extrication**

**Bid No. 2023-2024-015**

The City of Bartlesville will accept sealed bids for the purchase of the above-described item at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Monday, March 25, 2024.

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

**NAME AND ADDRESS OF BIDDER  
BID NUMBER**

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville  
City Clerk  
401 S Johnstone Ave  
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 21<sup>st</sup> day of February 2024.

Jason Muninger  
Finance Director

By: Beverly Robinson  
Deputy Clerk

## BID REVIEW RECOMMENDATION

### I. SUBJECT, ATTACHMENTS, AND BACKGROUND

#### A. SUBJECT:

Discuss and take possible action to award Bid No. 2023-2024-014 Construct Taxilane; AIP 3-40-0007-015-2024; ODAA BVO-24-FS. The total budgeted amount for this project is \$1,531,325.00. (See Section II, C. Budget Amount, for additional budget information).

#### B. ATTACHMENTS:

Parkhill Recommendation of Contract Award  
Bid Tabulation  
Exhibit B-2 Project Costs  
Hangar Development Plan with Taxilanes Highlighted

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

#### A. PROJECT DESCRIPTION:

The next phase in airport improvements involves construction of new taxilanes to facilitate future hangar development. The project will include an east/west taxiway extending east of the existing main taxiway located to the north of the terminal building. This taxilane has been designed far enough north of the terminal building for potential future expansion of the terminal/FBO apron and multiple future hangar sites. This taxiway could be extended further east in the future as the airport develops. Also included within the scope is a north/south taxiway running south from the new east/west taxiway. This taxiway will open up development of more of the airport property for mid-sized hangars.

#### B. COMMENTS AND ANALYSIS:

The bids were structured to include Base Bid Schedule 1 for the east/west taxilane, Base Bid Schedule 2 for the north/south taxilane, and Alternate No. 1 for additional pavement thickness on taxilanes to facilitate larger aircraft. The project was advertised in the local newspaper, Dodge Reports, E-Plan Bidding, Southwest Construction News, and The Blue Book Building & Construction Network. Seven (7) contractors showed interest and attended the mandatory pre-bid meeting and five (5) contractors submitted bids. Bid amounts with both base bid schedules and Alternate No. 1 are as follows:

- R&L Construction (Tulsa, OK).....\$1,531,325.00
- Contech, Inc. (Broken Arrow, OK).....\$1,739,362.50
- Tri-Star Construction, LLC (Tulsa, OK).....\$1,967,000.00
- Paragon Contractors, LLC (Tulsa, OK).....\$2,011,424.00

- Bright Lighting, Inc. (Tulsa, OK) .....\$2,484,551.94

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. Minor errors were found in two of the bids, but this did not change the order of the bids. The bids all had the necessary components.

While neither the City of Bartlesville, nor Parkhill, has worked with R&L Construction, that have shown evidence that they are qualified for this project and have the financial capability to complete this project. The City’s airport consultant, Parkhill, has recommended awarding the contract to R&L Construction as well. Parkhill’s recommendation letter is included with this bid review recommendation.

**C. BUDGET AMOUNT:**

The budget for this project is based upon available FAA NPE funds, FAA AIG/BIL funds, ODAA funds, and the City’s matching funds in the airport fund. FAA funds require a 10% sponsor match and ODAA funds require a 5% sponsor match. The overall budget for this project includes the design services, contract administration services, grant administration services, the hangar development plan already completed, and surveying services along with the actual construction contract. Essentially the FAA and ODAA funds will cover the vast majority of all planning and design services required for this project up to this point along with the construction contract with R&L Construction. Therefore, the shares for each are as follows:

- State Share (ODAA) \$1,187,818.75
- FAA Share (AIG and NPE) \$737,000.00
- Sponsor Share (City Airport Fund) \$101,306.25
- Total Project Cost \$2,026,125.00

Sufficient funds are available in the Airport Fund to cover the City’s share.

**III. RECOMMENDED ACTION**

Based upon Parkhill’s recommendation, staff recommends that the City Council award Bid No. 2023-2024-014; AIP 3-40-0007-017-2024; ODAA BVO-24-FS to R&L Construction in the amount of \$1,531,325.00, subject to receipt of the FAA grant and ODAA grant.

/s/ Billie Roane  
Council Member or Staff Member

March 27, 2024  
Date



**Agenda Item 9.**  
Date March 27, 2024  
Prepared by David Topping  
Fire Chief, Bartlesville Fire Department

## **BID REVIEW RECOMMENDATION**

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

Discuss and take action to award Bid No. 2023-2024-015 Battery operated extrication equipment for the Bartlesville Fire Department.

Budget Amount \$30,000.00  
Source of Fund: 6752500-55960

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

*Project/Equipment Description:*

*This is battery operated extrication equipment (jaws and cutters) for the new Pierce Engine approved by Council at the September 2023 council meeting. This equipment will be used for rescue operations.*

*Staff Comments and Analysis: Bids were printed in the local newspaper and electronic request was sent to potential suppliers. Two (2) bids were received with one bid not conforming to the equipment list. Banner Fire equipment was the only viable bid.*

*Budget Amount: \$30,000.00*

### **III. RECOMMENDED ACTION**

Fire Staff recommends bid award to Banner Fire Equipment for \$27,023.50, which is \$2,976.50 below the budgeted amount.

  
Approved by City Council Member

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

Consider and take action on a request to adopt an Ordinance amending Chapter 17, Streets, Sidewalks, and Other Public Places, Article IV, Sidewalks, of the Bartlesville Municipal Code concerning the construction of sidewalks.

Attachments: Draft Ordinance (Red Text are Additions, Strikes are proposed removals).

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

The City of Bartlesville has undertaken a comprehensive review and revision of its sidewalk ordinances to address evolving urban planning challenges and ensure a pedestrian-friendly infrastructure. A new definition for "Legacy Subdivisions" has been incorporated, highlighting those subdivisions approved before 2000, which often lack sidewalks. While the mandate for sidewalks on both sides of arterial, collector, and residential streets remains, there's now an added provision exempting Legacy Subdivisions from sidewalk requirements if no sidewalks currently exist therein.

Additionally, the ordinance has been amended to stress the inclusion of sidewalks in any new or refurbished transportation projects, emphasizing the city's forward-thinking approach. The "sidewalk fee-in-lieu" section has seen changes as well, with the introduction of an option that addresses 'orphaned sidewalks' by collecting fees, allowing the city to focus on high-traffic pedestrian areas. This change emphasizes a strategic, interconnected approach to sidewalk development. Conversely, the previously existing "Payment in-kind option" within the fee-in-lieu section, which had several conditions tied to property changes, has been removed for simplification.

Furthermore, for "Critical Sidewalk Areas," the ordinance now provides clarity that these are areas within 100 feet of construction projects or existing sidewalks. Lastly, a previous restriction within the "Creation of Separate Fund; Use of Sidewalk Fees Collected" section, which limited the use of fees-in-lieu for specific sidewalk improvements, has been eliminated, allowing for potentially greater flexibility in fund allocation.

The updated also outlines comprehensive guidelines for sidewalk maintenance and repairs, categorizing responsibilities based on public sidewalks. Property owners are responsible for maintaining sidewalks, specifically addressing issues like uneven surfaces or gaps exceeding 1 inch. The ordinance details various hazards including height differences, cracks, protrusions, and erosion. Similar maintenance obligations extend to public sidewalks adjacent to properties. The ordinance also introduces a Cost Repair Partnership program, assisting property owners with repair costs exceeding \$500, subject to eligibility and documentation requirements. Additionally, the city assumes responsibility for major repairs of public sidewalks. The ordinance further



includes provisions for waiving permit fees for minor repairs, reinforcing the commitment to maintaining safe, accessible sidewalks. Enforcement measures are specified for non-compliance, emphasizing legal obligations and potential fines. The ordinance demonstrates a balanced approach to sidewalk upkeep, blending private and public responsibilities while ensuring pedestrian safety.

Together, these revisions reflect Bartlesville's proactive approach to enhance its pedestrian infrastructure, integrating both modern and legacy urban landscapes, and emphasizing safety, accessibility, and connectivity.

### **III. RECOMMENDED ACTION**

Approval of the Amended Ordinance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 17, STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, ARTICLE IV, SIDEWALKS, OF THE BARTLESVILLE MUNICIPAL CODE CONCERNING THE CONSTRUCTION OF SIDEWALKS**

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**WHEREAS**, the City Council of the City of Bartlesville recognizes that a comprehensive, connected, and financially sustainable sidewalk network is a vital part of a multi modal transportation system that is essential for a healthy, vibrant, and sustainable community; and

**WHEREAS**, the City Council seeks to provide clarity and flexibility to residents and developers with regard to new sidewalk construction requirements in the city.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA:**

Section 1. Chapter 17, Streets, Sidewalks, and Other Public Places, Article IV, Sidewalks, of the Bartlesville Municipal Code, is hereby amended to include new sections, currently reserved, to read as follows:

**Section 17-61. - Scope.**

The construction activities discussed in this Article are construction projects and must receive special attention in the permitting process, due to their frequency of occurrence and specific design/construction requirements. All of the activities herein require a permit in addition to other permits provided by other applicable ordinances.

**Section 17-62. - Sidewalks and driveways.**

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

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

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

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

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

**Section 17-63. - Required sidewalks and fee-in-lieu option.**

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

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

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

**Arterial Street:** A street designated as an arterial street on the Bartlesville Street Functional Classification and/or Trafficway Plan, and the Bartlesville Subdivision Regulations, including, but not limited to, principal arterials, major arterials, and minor arterials. It has a high volume of traffic and is not intended to be a residential street. An arterial provides connections with major state and interstate roadways and has a high potential for the location of significant community facilities as well as retail, commercial and industrial facilities.

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

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

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

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

**Collector Street:** A street that is either (i) designated as a collector street on the Bartlesville Street Functional Classification and/or Trafficway Plan, and the Bartlesville Subdivision Regulations, or (ii) intended to move traffic from local streets to arterial streets and highways, or from local roads to secondary arterials. It functions to conduct traffic between arterial streets and/or activity centers. It conducts traffic to an activity center or a higher classification street. It is a principal traffic artery within residential

areas and carries relatively high volume. A collector has potential for sustaining minor retail or other commercial establishments or their traffic along its route which will influence the traffic flow.

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

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

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

**Director:** The Director of Community Development, or his or her designee.

**Director of Engineering:** The Director of the Engineering Department, or his or her designee.

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

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

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

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

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

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

**Ordinance:** A legislative act of the City Council of the City which has become effective in accordance with the Amended Charter of the City.

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

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

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

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

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

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

**1. When Sidewalks are Required.** The sidewalk requirements of this subsection 17-63 B shall apply to all:

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

**2. When Sidewalks are not Required:**

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

**3. Sidewalk Design and Construction Standards.** The standards for sidewalk design and construction shall be the standards approved and adopted by the City's Engineering Department.

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

**5. Sidewalk Fee-in-Lieu Option.**

- a. The primary goal of this option is to directly address the issue of 'orphaned sidewalks'—those stretches of pavement that exist in isolation, disconnected from the broader network. By collecting fees in lieu of immediate sidewalk construction, the city can pool resources and prioritize the development and maintenance of sidewalks in areas that experience significant pedestrian traffic. This approach not only fosters a more systematic and interconnected walking environment but also maximizes the safety and accessibility of key pedestrian routes throughout Bartlesville. An applicant may elect to pay a fee in lieu of constructing the sidewalk as required above, provided that the sidewalk location is **not** listed in the Critical Sidewalk Areas in subsection C below.
- b. If an applicant chooses to utilize the fee-in-lieu option for sidewalk construction, they must submit a request to the Street and Traffic Committee for review and approval. The committee should consider the following five criteria as part of their review process:
  - i. Long-term Urban Development Plans: The request should be evaluated against the city's long-term urban development plans to ensure alignment with future growth and changes.
  - ii. Impact on Pedestrian Safety and Accessibility: Assess how the absence of a sidewalk at the specific location would affect pedestrian safety and accessibility.
  - iii. Consistency with Surrounding Infrastructure: Evaluate how the proposed fee-in-lieu aligns with the existing infrastructure and planned developments in the area.
  - iv. Historical and Cultural Considerations: Consider any historical or cultural significance of the area that might be affected by the absence of a sidewalk.
  - v. Community Input and Needs: Consider the community and their needs, ensuring that the decision reflects the interests of the community.

**C. Critical Sidewalk Areas.** The following listed areas and locations within the City of Bartlesville are designated as "Critical Sidewalk Areas". Sidewalks are required to be constructed within Critical Sidewalk Areas. The Fee-in-Lieu option is not available and deferral of sidewalk construction and payment of a sidewalk fee-in-lieu will not be approved for a construction project within a Critical Sidewalk Area, unless otherwise permitted by this Section.

**CRITICAL SIDEWALK AREAS:**

1. Properties abutting or connecting to an existing sidewalk within 100 feet of the Construction Project.
2. Properties abutting arterial or collector streets and are within 100 feet of an existing sidewalk but that are not located within a Legacy Subdivision.
3. New subdivisions (Non Legacy Subdivisions) or replats of existing subdivisions.

**H. Determination of Sidewalk Fees.** The Director of Engineering, or his or her designee, shall review and calculate, at least annually, the average unit cost to the City with respect to sidewalk infrastructure constructed for the City and shall determine if the average unit costs of sidewalk infrastructure construction for fee-in-lieu purposes should be adjusted. The cost shall be placed in the cities Manual of Fee's each year.

**I. Creation of Separate Fund; Use of Sidewalk Fees Collected.** A separate fund or funds for fees-in-lieu collected shall be established and the funds so collected shall be accounted for based upon the fees-in-lieu collected. Fees-in-lieu may be used for any costs related to public sidewalk infrastructure expansion within the city.

**J. Annual Report.** The Community Development Department and Engineering Department shall provide an annual report to the City Council detailing the collection, investment and expenditure of fee-in-lieu funds.

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

**Section 17-64. – Sidewalk Maintenance and Repairs**

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

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

- i. **Height Differences:** Variation in the height of adjacent concrete slabs, pavers, or sections of the walkway that exceeds a certain threshold, typically defined by local ordinances or standards. For example, a height difference exceeding 1 inch is considered a tripping hazard.
  - ii. **Cracks and Gaps:** Cracks, gaps, or openings in the surface that are wide or deep enough to catch a person's foot or impede the normal flow of pedestrian traffic.
  - iii. **Protruding Objects:** Objects or debris on the surface of the walkway that extend above the general plane of the path and can cause pedestrians to trip. This could include raised tree roots, loose bricks or stones, or other obstructions.
  - iv. **Settlement or Erosion:** Areas where the sidewalk has settled or eroded, creating an uneven surface that disrupts the even flow of the walkway.
  - v. **Poorly Maintained Joints:** Faulty or deteriorating joints between concrete slabs that create gaps or height disparities.
  - vi. **Sudden Changes in Grade:** Sudden and significant changes in the slope or grade of the sidewalk that are not properly transitioned or marked.
- b. **Cost Repair Partnership.** A Cost Repair Partnership is a program or arrangement established by the city that allows abutting property owners to request financial assistance when the cost of repairing or maintaining a sidewalk exceeds a threshold set at \$500.00 as long as public funding is available. This partnership may involve cost-sharing or work-in-kind to help property owners address substantial repair expenses while ensuring the safety and integrity of public sidewalk.
- i. **Eligibility Assessment:** property owners interested in the Cost Repair Partnership program should begin by contacting the municipal authorities or relevant department responsible for sidewalk maintenance. They will assess the eligibility of the repair project based on predetermined criteria, including the cost threshold.
  - ii. **Documentation and Estimates:** property owners are required to provide documentation detailing the scope of the repair, repair cost estimates from two licensed contractors, and any other relevant information requested by the municipality.
  - iii. **Application Submission:** property owners must submit a formal application to the municipal department overseeing the Cost Repair Partnership program. This application includes:
    - 1. Property owner's contact information.
    - 2. Property details, including address and parcel number.
    - 3. A description of the repair work required.
    - 4. Cost estimates from contractors.
    - 5. Any supporting documentation requested by the municipality.
  - iv. **Review and Approval:** The city reviews the submitted application to determine eligibility and assess the merit of the request. They may consider factors such as the extent of the repair, the property owner's financial situation, and the impact on public safety and infrastructure integrity.



- v. **Financial Assistance Agreement:** If the application is approved, the city and property owner enter into a financial assistance agreement outlining the terms of the partnership. This agreement may detail the cost-sharing arrangement, the maximum financial aid provided, and the property owner's responsibilities.
- vi. **Repairs and Documentation:** The property owner proceeds with the necessary repairs, ensuring that the work adheres to municipal standards and regulations. Detailed records of the repair process, including invoices and receipts, should be maintained.
- vii. **Verification and Reimbursement:** After the repairs are completed, the municipality will verify the work's quality and compliance with the agreement's terms. Once verified, the property owner is reimbursed for the agreed-upon portion of the repair costs.
- viii. **Appeal of Denial of Cost Repair Partnership:** In the event that a sidewalk repair application is denied by the city, the applicant can follow an appeal process:
  1. **Submission of Appeal:** The applicant must submit a formal appeal in writing, detailing the reasons for contesting the decision.
  2. **Appeal Review by Street and Traffic Committee:**
    - a. **Presentation of Evidence:** The applicant will be required to present additional information or evidence supporting their appeal, such as documentation of financial hardship or the critical nature of the repair.
    - b. **Final Decision:** After reviewing the appeal and any presented evidence, the committee will make a final decision, which will be communicated to the applicant in writing.

**B. Major Repairs of Public Sidewalks by the City:** Substantial repairs to public sidewalks conducted by the city during routine road maintenance or at the city's discretion. These repairs are typical done due to the life of the sidewalk coming to an end. In addition, they may address extensive damage or hazards that require specialized attention beyond routine maintenance tasks, ensuring the safety and integrity of public walkways.

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

- a. **Safety Risk:** Poses an immediate threat to public or individual safety.
- b. **Health Hazard:** Presents a significant risk to public health.
- c. **Structural Integrity:** Compromises the structural integrity of a facility or infrastructure.
- d. **Operational Necessity:** Essential for the continued operation of key services or functions.
- e. **Prevention of Further Damage:** Urgently needed to prevent further damage or escalating repair costs.

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

### **Section 17-65 – Enforcement**

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

- a. **Responsibility for Repairs:** If a responsible property owner neglects to maintain a safe sidewalk or driveway and the Director becomes aware of the issue, the Director will assess the necessary repairs to eliminate safety hazards as outlined in Section 17-64.
- b. **Notice and Deadline:** The property owner will then receive written notice, instructing them to repair the sidewalk or driveway within thirty (30) days.
- c. **Consequences of Non-Compliance:** Failure to complete the required repairs within thirty (30) days after receiving the notice will result in the property owner, their agent, or representative being in violation of this article and Chapter 11 of the Bartlesville Municipal Code.
- d. **Multiple Offenses:** Each day that the sidewalk or driveway remains unsafe after the thirty (30) days will be considered a separate offense and may lead to fines as specified in Chapter 11 of the Bartlesville Municipal Code.

**B. Enforcement Appeal:** For appeals related to the enforcement of the sidewalk ordinance through the Streets and Traffic Committee, the process could be as follows:

- a. **Formal Appeal Submission:** Individuals or entities wishing to appeal a decision must submit a formal written appeal to the Streets and Traffic Committee within ten (10) days of the notice of violation.
- b. **Appeal Review Schedule:** The Committee schedules a review of the appeal, notifying the appellant of the date and time.
- c. **Documentation and Evidence:** The appellant provides relevant documentation or evidence supporting their case, including any objections to the enforcement action.
- d. **Hearing Session:** During a Committee meeting, the appellant is given the opportunity to present their case and any supporting arguments.
- e. **Committee Deliberation and Decision:** After the presentation, the Committee deliberates and decides on the appeal. The committee must take the following five (5) items into conversation.
  - i. **Adherence to Ordinance Standards:** Assess whether the original enforcement decision accurately reflects the guidelines and standards outlined in the sidewalk ordinance.
  - ii. **Circumstances of Non-Compliance:** Understand the specific circumstances that led to the alleged non-compliance, considering any unique or mitigating factors.
  - iii. **Impact on Public Safety and Accessibility:** Evaluate how the situation affects public safety and pedestrian accessibility.
  - iv. **Appellant's Efforts to Comply:** Review any efforts or actions taken by the appellant to comply with the ordinance prior to and after the enforcement action.

- v. Precedents and Consistency: Consider similar past cases to ensure consistency in the application of the ordinance and fairness in decision-making.
- f. Communication of Decision: The decision, along with the rationale, is communicated to the appellant in writing.

**Section 17-66 – Funding**

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

Section 2. Savings Clause, Conflict and Severability.

- a. Any ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.
- b. In the event of a conflict between this Ordinance and any other provision of the Bartlesville Municipal Code or other local, county, or State law or regulation, the most stringent shall apply.
- c. Severability. If any section, subsection, sentence, clause, phrase, provision or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance shall become effective ninety (90) days from and after its passage and publication.

**PASSED** by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Dale Copeland, Mayor

**ATTEST:**

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City Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 17, STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, ARTICLE IV, SIDEWALKS, OF THE BARTLESVILLE MUNICIPAL CODE CONCERNING THE CONSTRUCTION OF SIDEWALKS**

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**WHEREAS**, the City Council of the City of Bartlesville recognizes that a comprehensive, connected, and financially sustainable sidewalk network is a vital part of a multi modal transportation system that is essential for a healthy, vibrant, and sustainable community; and

**WHEREAS**, the City Council seeks to provide clarity and flexibility to residents and developers with regard to new sidewalk construction requirements in the city.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA:**

Section 1. Chapter 17, Streets, Sidewalks, and Other Public Places, Article IV, Sidewalks, of the Bartlesville Municipal Code, is hereby amended to include new sections, currently reserved, to read as follows:

**Section 17-61. - Scope.**

The construction activities discussed in this Article are construction projects and must receive special attention in the permitting process, due to their frequency of occurrence and specific design/construction requirements. All of the activities herein require a permit in addition to other permits provided by other applicable ordinances.

**Section 17-62. - Sidewalks and driveways.**

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

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

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

~~**Private Sidewalk:** A private sidewalk refers to a pedestrian pathway or walkway that is situated on privately owned property and is intended for the use of the property owner and their invited guests or occupants. Private sidewalks are not maintained or owned by the municipality but are the responsibility of the property owner.~~

~~**Public Sidewalk** shall be construed to mean any paved walkway within the public right-of-way which is a public land parcel that includes the street and a strip of land on either side of the street. The right-of-way is typically owned and maintained by the city or local municipality. In addition, Public Sidewalks maybe located within easements that are~~

designated for public use. An easement is a legal right to use another's land for a specific limited purpose. A sidewalk is made from various materials. Concrete, Bricks, Paving stone, Wood (used in boardwalks). Grass sidewalks refer to pathways where the original hard surface, such as concrete or asphalt, has been overgrown with grass and may need to be brought into compliance with the above material standards.

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

**C. Maintenance by Property Owner.** ~~The maintenance of sidewalks shall be a private responsibility. It shall be unlawful for any person, owner, his agent or representative, owning or having in his charge or under his control, any property in the City of Bartlesville, to permit any sidewalk or driveway abutting upon such property to become dilapidated or out of repair so as to endanger the public safety and the public travel thereon. In any instance where the responsible private party fails to maintain an abutting sidewalk or driveway in a safe condition and such failure becomes known to the Director, the Director shall determine the nature and extent of any repairs necessary to eliminate any existing hazard to public safety and travel, and he shall give written notice to such person to repair the sidewalk or driveway within ten (10) days. If the sidewalk or driveway is not properly repaired within ten (10) days after the service of notice, then the owner, agent or representative of such owner having charge of such property shall be deemed guilty of violating this article, and Chapter 11 of the Bartlesville Municipal Code. Each day that the sidewalk or driveway is left in an unsafe or dangerous condition after the expiration of the ten (10) days' time shall constitute a separate offense and be punished by a fine as provided in Chapter 11 of the Bartlesville Municipal Code.~~

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

**Section 17-63. - Required sidewalks and fee-in-lieu option.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Director:** The Director of Community Development, or his or her designee.

**Director of Engineering:** The Director of the Engineering Department, or his or her designee.

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

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

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

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

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

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

**Ordinance:** A legislative act of the City Council of the City which has become effective in accordance with the Amended Charter of the City.

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

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

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

**Sidewalk:** ~~A hard surfaced path (typically concrete) adjacent to a street or road, designed for pedestrian use, and which is constructed in accordance with standards approved and adopted by the City's Engineering Services Department, or its successor department. For the purpose of this Section, the term "sidewalk" shall incorporate and include the term "sidewalk infrastructure".~~



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

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

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

**1. When Sidewalks are Required.** The sidewalk requirements of this subsection 17-63 B shall apply to all:

- a. Subdivision of land by platting, ~~including lot splits, lot combinations, and lot line adjustments in Critical Sidewalk Areas, as defined and set forth in the Bartlesville Subdivision Regulations and in the applications, forms and procedures adopted by the Community Development Department;~~
- b. Development for which a building permit, certificate of occupancy or certificate of compliance is required in Critical Sidewalk Areas;
- c. **For any new streets or city refurbishment projects, thereby ensuring that sidewalks remain an integral part of any transportation project.**

**2. When Sidewalks are not Required:**

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

**3. Sidewalk Design and Construction Standards.** The standards for sidewalk design and construction shall be the standards approved and adopted by the City's Engineering Department.

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

## 5. Sidewalk Fee-in-Lieu Option.

- a. The primary goal of this option is to directly address the issue of 'orphaned sidewalks'—those stretches of pavement that exist in isolation, disconnected from the broader network. By collecting fees in lieu of immediate sidewalk construction, the city can pool resources and prioritize the development and maintenance of sidewalks in areas that experience significant pedestrian traffic. This approach not only fosters a more systematic and interconnected walking environment but also maximizes the safety and accessibility of key pedestrian routes throughout Bartlesville. An applicant may elect to pay a fee in lieu of constructing the sidewalk as required above, provided that the sidewalk location is **not** listed in the Critical Sidewalk Areas in subsection C below.
- b. If an applicant chooses to utilize the fee-in-lieu option for sidewalk construction, they must submit a request to the Street and Traffic Committee for review and approval. The committee should consider the following five criteria as part of their review process:
  - i. Long-term Urban Development Plans: The request should be evaluated against the city's long-term urban development plans to ensure alignment with future growth and changes.
  - ii. Impact on Pedestrian Safety and Accessibility: Assess how the absence of a sidewalk at the specific location would affect pedestrian safety and accessibility.
  - iii. Consistency with Surrounding Infrastructure: Evaluate how the proposed fee-in-lieu aligns with the existing infrastructure and planned developments in the area.
  - iv. Historical and Cultural Considerations: Consider any historical or cultural significance of the area that might be affected by the absence of a sidewalk.
  - v. Community Input and Needs: Consider the community and their needs, ensuring that the decision reflects the interests of the community.
- b. ~~Payment in-kind option. At the discretion of the Director, and with the approval of the Director of Engineering, an applicant may enter into an agreement with the City and pay the fee in lieu through a payment in-kind, in the form of dedication of right of way to the public. If the subject property at a later time is either:~~
  - 1) ~~subdivided, platted, replatted, or~~
  - 2) ~~the subject of a lot split, lot combination, or lot line adjustment application, or~~
  - 3) ~~the subject of a rezoning application to a zoning district of higher intensity use, or~~
  - 4) ~~the subject of a building permit application for a building or structure of higher intensity use than its proposed use at the time of the prior payment in-kind,~~

~~then the sidewalk construction requirement of this subsection again shall apply, and the past payment in kind shall not satisfy the requirement.~~

- C. Critical Sidewalk Areas.** The following listed areas and locations within the City of Bartlesville are designated as "Critical Sidewalk Areas". Sidewalks are required to be constructed within Critical Sidewalk Areas. The Fee-in-Lieu option is not available and deferral of sidewalk construction and payment of a sidewalk fee-in-lieu will not be approved for a construction project within a Critical Sidewalk Area, unless otherwise permitted by this Section.

**CRITICAL SIDEWALK AREAS:**

1. Properties abutting or connecting to an existing sidewalk **within 100 feet of the Construction Project.**
2. Properties abutting arterial or collector streets **and are within 100 feet of an existing sidewalk but that are not located within a Legacy Subdivision.**
3. New subdivisions (**Non Legacy Subdivisions**) or replats of existing subdivisions.

**~~D. Fee-in-Lieu Option for Property Not Within a Critical Sidewalk Area.~~** ~~An applicant desiring to defer sidewalk construction and pay a fee-in-lieu of construction for a project which is not within a Critical Sidewalk Area as listed in subsection 17-63 C above shall submit an "Application for Deferral of the Requirement to Construct Sidewalks and Payment of a Fee-in-Lieu" ("Application") to the Community Development Department, together with such other information and supporting documentation as may be required or necessary to process the application and determine the eligibility of the applicant. The Director, or the Director's designee, shall review the completed application and shall approve deferral of sidewalk construction and require payment of a fee-in-lieu if the project which is the subject of the application is not wholly or partially within a Critical Sidewalk Area. An application not meeting the eligibility requirements for deferral of sidewalk construction and payment of a fee-in-lieu of shall be denied and the required sidewalk(s) shall be constructed prior to the issuance of a certificate of occupancy, certificate of compliance, or zoning clearance certificate.~~

**~~E. Other Locations Eligible for the Fee-in-Lieu Option.~~** ~~Required sidewalk construction may be deferred by the Director, in the Director's discretion, in locations otherwise requiring a sidewalk or sidewalk infrastructure, including locations within a Critical Sidewalk Area, based on one or more of the following factors demonstrated by the applicant:~~

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

In addition to one or more of the above-listed factors demonstrated by the applicant, the Director shall make a finding that deferral of sidewalk construction will not adversely impact pedestrian safety, mobility or connectivity. An applicant desiring to pay a fee in lieu for a location which may be eligible pursuant to the criteria established by this subsection shall submit an application to the Community Development Department, together with such other information and supporting documentation as may be required or necessary to process the application and determine the eligibility of the subject property. The Director, or the Director's designee, shall review the completed application and may approve deferral of sidewalk construction and payment of a fee in lieu if the project is eligible for the Fee-in-Lieu Option pursuant to the criteria set forth in this subsection. An application not meeting the eligibility requirements for sidewalk construction deferral and payment of a fee in lieu, in the discretion of the Director, shall be denied and the required sidewalk(s) shall be constructed prior to the issuance of a certificate of occupancy, certificate of compliance, or zoning clearance certificate.

**F. Appeal to the Street and Traffic Committee.** An applicant who has a deferment and fee in lieu application denied by the Director, may appeal such decision to the Street and Traffic Committee within ten (10) business days after the date of denial of the appeal by filing two copies of a written Notice of Appeal, specifying the name and address of the Appellant and the grounds for appeal with the City Clerk at 401 S. Johnstone Avenue, Bartlesville, Oklahoma 74003, and by filing two copies of a written Notice of Appeal with the City Clerk. The written Notice of Appeal form shall be the form provided by the City Clerk or the Council Secretary. A hearing on the appeal shall be heard by the Street and Traffic Committee not later than thirty (30) calendar days from the date of filing the Notice of Appeal unless a later date is agreed to by the Appellant. Notice of the date, time and place of the appeal hearing shall be mailed by the City Clerk or City Council Secretary by first class mail to the Appellant at the address shown in the Notice of Appeal.

**G. Street and Traffic Committee Action.** The Street and Traffic Committee shall hold a hearing and may reverse or affirm the decision of the Director. The concurring vote of a majority of all of the members of the Street and Traffic Committee shall be necessary to reverse the decision of the Director.

**H. Determination of Sidewalk Fees.** The Director of Engineering, or his or her designee, shall review and calculate, at least annually, the average unit cost to the City with respect to sidewalk infrastructure constructed for the City and shall determine if the average unit costs of sidewalk infrastructure construction for fee-in-lieu purposes should be adjusted. The cost shall be placed in the cities Manual of Fee's each year. The unit costs so calculated shall be the basis for the fee in lieu amounts required. The average unit cost of sidewalk construction and ADA compliant ramp construction as determined and adjusted by the Director of Engineering shall be the required fee in lieu amount for sidewalks on or along streets designated as arterial streets, collector streets, local streets, in the Bartlesville Street Functional Classification and/or Traffieway Plan and the Bartlesville Subdivision Regulations and (applicable to "Arterial Sidewalk Construction" below in numerical 2 of this subsection), and for ADA compliant ramps. The existing average unit costs of sidewalk infrastructure adopted for fee in lieu purposes, until otherwise adjusted by the Director of Engineering, are as follows:

~~1. Sidewalk Construction: Eight Dollars and Fifty Cents (\$8.50) per square foot.~~

~~2. ADA Compliant Ramp Construction: Nine Hundred Fifty Dollars (\$950) each.~~

- I. Creation of Separate Fund; Use of Sidewalk Fees Collected.** A separate fund or funds for fees-in-lieu collected shall be established and the funds so collected shall be accounted for based upon the fees-in-lieu collected. ~~Fees-in-lieu may not be used to fund repairs, maintenance, restorations, refurbishments, alterations, improvements, or fixes to existing sidewalk infrastructure that do not result in an increase or expansion in the functional service capacity of the sidewalk system which is available to serve new or expanded existing growth and development in the city.~~ Fees-in-lieu may be used for any costs related to public sidewalk infrastructure expansion within the city.
- J. Annual Report.** The Community Development Department and Engineering Department shall provide an annual report to the City Council detailing the collection, investment and expenditure of fee-in-lieu funds.
- K. Termination of Sidewalk Fees.** The City may terminate the deferral of required sidewalk construction and the collection of fees-in-lieu when the system of public sidewalk infrastructure has been fully funded or developed and any expanded or modified development will have no additional impact on the public sidewalk infrastructure system.

#### **Section 17-64. – Sidewalk Maintenance and Repairs**

- ~~**A. Maintenance of Private Sidewalks by Property Owner.** The maintenance of private sidewalks shall be a private responsibility. Private sidewalks shall be repaired when there are gaps or displacement of concrete slabs greater than 1 inch, or when any part of the sidewalk becomes uneven or presents a tripping hazard.~~
- ~~a. **Uneven or Tripping Hazard:** Any condition or defect in a private sidewalk or walkway that deviates significantly from a smooth and level surface, potentially endangering pedestrians by causing them to trip, fall, or stumble. This includes but is not limited to:~~
- ~~i. **Height Differences:** Variation in the height of adjacent concrete slabs, pavers, or sections of the walkway that exceeds a certain threshold, typically defined by local ordinances or standards. For example, a height difference exceeding 1 inch might be considered a tripping hazard.~~
  - ~~ii. **Cracks and Gaps:** Cracks, gaps, or openings in the surface that are wide or deep enough to catch a person's foot or impede the normal flow of pedestrian traffic.~~
  - ~~iii. **Protruding Objects:** Objects or debris on the surface of the walkway that extend above the general plane of the path and can cause pedestrians to trip. This could include raised tree roots, loose bricks or stones, or other obstructions.~~
  - ~~iv. **Settlement or Erosion:** Areas where the private sidewalk has settled or eroded, creating an uneven surface that disrupts the even flow of the walkway.~~

- ~~v. **Poorly Maintained Joints:** Faulty or deteriorating joints between concrete slabs that create gaps or height disparities.~~
- ~~vi. **Sudden Changes in Grade:** Sudden and significant changes in the slope or grade of the private sidewalk that are not properly transitioned or marked.~~

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

- a. **Uneven or Tripping Hazard:** Any condition or defect in a public sidewalk or walkway that deviates significantly from a smooth and level surface, potentially endangering pedestrians by causing them to trip, fall, or stumble. This includes but is not limited to:
  - i. **Height Differences:** Variation in the height of adjacent concrete slabs, pavers, or sections of the walkway that exceeds a certain threshold, typically defined by local ordinances or standards. For example, a height difference exceeding 1 inch is considered a tripping hazard.
  - ii. **Cracks and Gaps:** Cracks, gaps, or openings in the surface that are wide or deep enough to catch a person's foot or impede the normal flow of pedestrian traffic.
  - iii. **Protruding Objects:** Objects or debris on the surface of the walkway that extend above the general plane of the path and can cause pedestrians to trip. This could include raised tree roots, loose bricks or stones, or other obstructions.
  - iv. **Settlement or Erosion:** Areas where the sidewalk has settled or eroded, creating an uneven surface that disrupts the even flow of the walkway.
  - v. **Poorly Maintained Joints:** Faulty or deteriorating joints between concrete slabs that create gaps or height disparities.
  - vi. **Sudden Changes in Grade:** Sudden and significant changes in the slope or grade of the sidewalk that are not properly transitioned or marked.
- b. **Cost Repair Partnership.** A Cost Repair Partnership is a program or arrangement established by the city that allows abutting property owners to request financial assistance when the cost of repairing or maintaining a sidewalk exceeds a threshold set at \$500.00 as long as public funding is available. This partnership may involve cost-sharing or work-in-kind to help property owners address substantial repair expenses while ensuring the safety and integrity of public sidewalk.
  - i. **Eligibility Assessment:** property owners interested in the Cost Repair Partnership program should begin by contacting the municipal authorities or relevant department responsible for sidewalk maintenance. They will assess the eligibility of the repair project based on predetermined criteria, including the cost threshold.

- ii. **Documentation and Estimates:** property owners are required to provide documentation detailing the scope of the repair, repair cost estimates from two licensed contractors, and any other relevant information requested by the municipality.
- iii. **Application Submission:** property owners must submit a formal application to the municipal department overseeing the Cost Repair Partnership program. This application includes:
  - 1. Property owner's contact information.
  - 2. Property details, including address and parcel number.
  - 3. A description of the repair work required.
  - 4. Cost estimates from contractors.
  - 5. Proof of financial need, if applicable.
  - 6. Any supporting documentation requested by the municipality.
- iv. **Review and Approval:** The city reviews the submitted application to determine eligibility and assess the merit of the request. They may consider factors such as the extent of the repair, the property owner's financial situation, and the impact on public safety and infrastructure integrity.
- v. **Financial Assistance Agreement:** If the application is approved, the city and property owner enter into a financial assistance agreement outlining the terms of the partnership. This agreement may detail the cost-sharing arrangement, the maximum financial aid provided, and the property owner's responsibilities.
- vi. **Repairs and Documentation:** The property owner proceeds with the necessary repairs, ensuring that the work adheres to municipal standards and regulations. Detailed records of the repair process, including invoices and receipts, should be maintained.
- vii. **Verification and Reimbursement:** After the repairs are completed, the municipality will verify the work's quality and compliance with the agreement's terms. Once verified, the property owner is reimbursed for the agreed-upon portion of the repair costs.
- viii. **Appeal of Denial of Cost Repair Partnership:** In the event that a sidewalk repair application is denied by the city, the applicant can follow an appeal process:
  - 1. Submission of Appeal: The applicant must submit a formal appeal in writing, detailing the reasons for contesting the decision.
  - 2. Appeal Review by Street and Traffic Committee:
    - a. Presentation of Evidence: The applicant will be required to present additional information or evidence supporting their appeal, such as documentation of financial hardship or the critical nature of the repair.
    - b. Final Decision: After reviewing the appeal and any presented evidence, the committee will make a final decision, which will be communicated to the applicant in writing.

**C. Major Repairs of Public Sidewalks by the City:** Substantial repairs to public sidewalks conducted by the city during routine road maintenance or at the city's discretion. These repairs are typical done due to the life of the sidewalk coming to an end. In addition, they may address extensive damage or hazards that require specialized attention beyond routine maintenance tasks, ensuring the safety and integrity of public walkways.

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

- a. Safety Risk: Poses an immediate threat to public or individual safety.
- b. Health Hazard: Presents a significant risk to public health.
- c. Structural Integrity: Compromises the structural integrity of a facility or infrastructure.
- d. Operational Necessity: Essential for the continued operation of key services or functions.
- e. Prevention of Further Damage: Urgently needed to prevent further damage or escalating repair costs.

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

#### Section 17-65 – Enforcement

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

- a. **Responsibility for Repairs:** If a responsible property owner neglects to maintain a safe sidewalk or driveway and the Director becomes aware of the issue, the Director will assess the necessary repairs to eliminate safety hazards as outlined in Section 17-64.
- b. **Notice and Deadline:** The property owner will then receive written notice, instructing them to repair the sidewalk or driveway within thirty (30) days.
- c. **Consequences of Non-Compliance:** Failure to complete the required repairs within thirty (30) days after receiving the notice will result in the property owner, their agent, or representative being in violation of this article and Chapter 11 of the Bartlesville Municipal Code.
- d. **Multiple Offenses:** Each day that the sidewalk or driveway remains unsafe after the thirty (30) days will be considered a separate offense and may lead to fines as specified in Chapter 11 of the Bartlesville Municipal Code.

**B. Enforcement Appeal:** For appeals related to the enforcement of the sidewalk ordinance through the Streets and Traffic Committee, the process could be as follows:

- a. **Formal Appeal Submission:** Individuals or entities wishing to appeal a decision must submit a formal written appeal to the Streets and Traffic Committee within ten (10) days of the notice of violation.



- b. Appeal Review Schedule: The Committee schedules a review of the appeal, notifying the appellant of the date and time.
- c. Documentation and Evidence: The appellant provides relevant documentation or evidence supporting their case, including any objections to the enforcement action.
- d. Hearing Session: During a Committee meeting, the appellant is given the opportunity to present their case and any supporting arguments.
- e. Committee Deliberation and Decision: After the presentation, the Committee deliberates and decides on the appeal. The committee must take the following five (5) items into conversation.
  - i. Adherence to Ordinance Standards: Assess whether the original enforcement decision accurately reflects the guidelines and standards outlined in the sidewalk ordinance.
  - ii. Circumstances of Non-Compliance: Understand the specific circumstances that led to the alleged non-compliance, considering any unique or mitigating factors.
  - iii. Impact on Public Safety and Accessibility: Evaluate how the situation affects public safety and pedestrian accessibility.
  - iv. Appellant's Efforts to Comply: Review any efforts or actions taken by the appellant to comply with the ordinance prior to and after the enforcement action.
  - v. Precedents and Consistency: Consider similar past cases to ensure consistency in the application of the ordinance and fairness in decision-making.
- f. Communication of Decision: The decision, along with the rationale, is communicated to the appellant in writing.

### **Section 17-66 – Funding**

- A. ~~Be it resolved that within the fiscal year 2024-2025,~~ The city staff is directed to provide a formal recommendation to the City Council regarding the establishment of dedicated funds for sidewalk maintenance. The objective is to ensure the safety, accessibility, contestability, and long-term integrity of our public sidewalks while considering the financial sustainability of this initiative.

### Section 2. Savings Clause, Conflict and Severability.

- a. Any ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.
- b. In the event of a conflict between this Ordinance and any other provision of the Bartlesville Municipal Code or other local, county, or State law or regulation, the most stringent shall apply.

- c. Severability. If any section, subsection, sentence, clause, phrase, provision or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance shall become effective ninety (90) days from and after its passage and publication.

**PASSED** by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Dale Copeland, Mayor

**ATTEST:**

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City Clerk