



**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

Monday, March 3, 2025

5:30 p.m.

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

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

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Curd.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. The Invocation will be provided by Pastor Chuck McCarthy, The Bible Church.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
- 6. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Park Board
 - One opening on the Street and Traffic Committee
 - One opening on the White Rose Cemetery Board
- 7. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of February 3, 2025.
 - ii. The Special Meeting Minutes of February 21, 2025
 - iii. The Special Meeting Minutes of February 24, 2025.
 - b. Approval or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committees.**
 - i. Appointment of Mr. Dennis Halpin as the Visit Bartlesville Representative on the Bartlesville Film Authority at the recommendation of Mayor Curd.
 - c. Approval of Resolutions**
 - i. Amending the Budget of the City of Bartlesville for Fiscal Year 2024-2025 appropriating donation funds for the Golf Course Memorial Fund.
 - d. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's, and Proposals.**
 - i. Software License Agreement between Springshare, LLC and Bartlesville Public Library/City of Bartlesville for Fiscal Year 2025 to assist staff in managing the library's multiple meeting rooms and study spaces, and allow library users to request reservations online, in the amount of \$2,999.00.
 - ii. Contract renewal with BTC Broadband and Bartlesville Public Library/City of Bartlesville for internet services, paid for by Federal and State funding with zero cost to the Library/City.
 - iii. Professional Services Contract with Brown Engineers for the high service pump variable frequency drive replacement at the Water Treatment Plant, in the amount of \$40,000.

- iv. OEM/911 Management Authority Grant Agreement between the State of Oklahoma and City of Bartlesville including all required documents to access and manage funds, for the purpose of updating the GIS Public Safety Mapping System.
- e. **Approval of Retirement, Surplus and Donation**
 - i. Retire, surplus and donate K-9 Atlas to his police officer handler, Nicholas Gonzalez, allowed pursuant to Oklahoma State Title 70 3311: B.
- f. **Receipt of Bartlesville NEXT Progress Report**
 - i. Bartlesville NEXT Progress Report – January 2025
- g. **Receipt of Financials**
 - i. Interim financials for seven months ending January 31, 2025.
- h. **Receipt of Bids**
 - i. Bid No. 2024-2025-012 for Reconstruction of Yale Drive from E. Frank Phillips Blvd. to SE Adams Blvd.
 - ii. Bid No. 2024-2025-013 for Madison Boulevard Reconstruction from Tuxedo to Water Tower.
- 8. **Discuss and take possible action to award Bid No. 2024-2025-012 for Reconstruction of Yale Drive from E. Frank Phillips Blvd. to SE Adams Blvd. Presented by Vice Mayor Dorsey.**
- 9. **Discuss and take possible action to award Bid No. 2024-2025-013 for Madison Boulevard Reconstruction from Tuxedo to Water Tower. Presented by Vice Mayor Dorsey.**
- 10. **Update from the Unsheltered Homeless Task Force. Presented by Tom Gorman and Rachel Showler, Task Force Members.**
- 11. **Discuss and take possible action on a request from the Bartlesville Development Authority to transfer approximately 15 acres in the Bartlesville Industrial Park, Section I, Tract 23, to the BDA for the construction of a 20,000 sq. ft. industrial speculative building. Presented by Chris Batchelder, Bartlesville Development Authority Vice President of Business Development.**
- 12. **New Business**
- 13. **City Manager and Staff Reports.**
- 14. **City Council Comments and Inquiries.**
- 15. **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, February 27, 2025.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

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

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

Cable Viewing on Sparklight: Channel 56

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



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

Monday, February 3, 2025

5:30 p.m.

James S. Curd, Jr., Mayor

918-338-4282

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

MINUTES

(The Notice of Meeting was posted December 31, 2024 and the Agenda was posted January 30, 2025 at 5:30 p.m.)

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

City staff in attendance was Mike Bailey, City Manager; Laura Sanders, Assistant City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Fire Chief H.C. Call; Larry Curtis, Director of Community Development; Robin Betts, Director of H.R.; Kiley Roberson, Director of the Library and History Museum; Police Chief Kevin Ickleberry; Deputy Police Chiefs Troy Newell and Andrew Ward; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Curd at 5:30 p.m.**
- 2. Roll Call was conducted a quorum established.**
- 3. The Invocation will be provided by Joe Clark, Lighthouse Outreach Center.**
- 4. Citizens to be heard.**

Raymond Crow spoke about Item 9 and asked the City Council to vote in favor of closing the easement on his property.

Tyler Vaclaw, Mark Spencer, Steve Hine and Brandon Wade spoke on Item 11. stating they were in support of changing the rules on Citizens to be Heard back to allowing only those who reside in the City limits.

Vic Severin and Karla Severin spoke on Item 11 supporting everyone in Washington County to be able to speak at Citizens to be heard.

Vic Severin and Joel Rabin spoke on Item 12 stating their opposition of approval of the Citizenship Grant due to the lack of proof of legality requirements. Mr. Rabin also commented on the comprehensive plan and drag queen shows.

Marty Louthan, Fran Stallings, Sidney Brammer, Dr. Gopal, Brandon Wade, and Mary Maze spoke in favor of approving Item 12, the Citizenship Grant.

Vic Severin also spoke on Item 13 stating opposition of approval of the Up With Trees Agreement due to the placement of the trees being a potential traffic sight impairment.

David Herrick spoke in regard to a Council member who may have violated the City's Code of Conduct by attending a political party meeting instead of a scheduled City Council meeting. He encouraged the City Council to show mercy and encouraged the City Council member to choose humility in addressing the violation.

Patty Kashek, Shena Hayes, and James Curavon spoke in favor of acceptance of drag queen shows and those in the LGBTQ+ community who live and work here.

Rebecca Renfro stated her appreciation for the police department and how well they attend and conduct themselves at drag queen shows and other marches conducted in Bartlesville. She also applauded those who came to speak at the meeting.

William Burton spoke about the right and privilege of the freedom of speech, and provided scripture.

Mary Fowler read from a script using scripture as the format.

Bob Fraser stated that he lives near the 13th green at Adams Golf Course and he wanted to commend Jonesplan and the City golf staff for their work on the renovations of the golf course.

Kelly Banks spoke about an issue he had with a small claim court case against the City of Bartlesville that he lost.

5. City Council Announcements and Proclamations.

There were no announcements or proclamations.

6. Authorities, Boards, Commissions and Committee Openings

- One opening on the Street and Traffic Committee

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

7. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of January 6, 2025.
- ii. The Special Meeting Minutes for the City Council's attendance of the Bartlesville Police Department Flock Safety Camera Forum.
- iii. The Special Meeting Minutes of January 27, 2025.

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

- i. Appointment of Mr. Stephen Ivey as Ward 4 Representative to a three-year term on the Bartlesville Water Resources Committee at the recommendation of Councilman Kirkpatrick.
- ii. Appointment of Mr. Scott Ullrich and Mr. Joseph Glenn to three-year terms each on the Construction and Fire Code Appeals Board at the recommendation of Mayor Curd.
- iii. Reappointment of Mr. Bruce Kinkade and Mr. Verlyn Timmons to additional three-year terms each on the Sewer System Improvements Oversight Committee at the recommendation of Vice Mayor Dorsey.

- iv. Reappointment of Mr. John Malcom Joyce, Mr. Gregg Cammack, and Ms. Margaret Anton to additional two-year terms each on the Bartlesville Adult Center Trust Authority at the recommendation of Mayor Curd.
- v. Appointment of Ms. Dianne Crow, Ms. Kieran Andrews, and Ms. Laura Allen-Ward to two-year terms each on the Bartlesville Library Board at the recommendation of Mayor Curd.
- vi. Appointment of Ms. Kay Little to a three-year term on the Bartlesville Area History Museum at the recommendation of Councilman Kirkpatrick.

c. Approval of Resolutions

- i. Amending the budget of the City of Bartlesville for Fiscal Year 2024-25 appropriating grant funds in the amount of \$598,714 from the Federal Aviation Administration (FAA) for the Bartlesville Municipal Airport for the Airport Taxilane.
- ii. Amending the budget of the City of Bartlesville for Fiscal Year 2024-25 appropriating grant funds in the amount of \$138,286 from the Federal Aviation Administration (FAA) for the Bartlesville Municipal Airport for the Airport Taxilane.

d. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's, and Proposals.

- i. Lease T-Hangar Agreement for Unit 111 to David Day for aircraft storage at the Bartlesville Municipal Airport in the amount of \$253 per month.
- ii. Contract with PioneerDream, Inc. for the development and production of three videos relating to water supply in the amount of \$18,500.
- iii. Contract with Arbitrage Compliance Specialists for Arbitrage Compliance Services for Fiscal Year ending June 30, 2025 in the amount of \$11,450.00.
- iv. Service Agreement with Ark Wrecking for demolition and removal services in the amount of \$72,800 for property located at 220 NW Virginia Ave.
- v. Agreement with Granicus to provide live web streaming for City meetings in the amount of \$8,346 annually.
- vi. Agreement between the City of Bartlesville and Bartlesville Public School to remove the structure located at 703 S. Delaware Ave.

e. Approval of Sale of Surplus Items at Public Auction

- i. Sale of surplus items of vehicles, equipment and miscellaneous items to be disposed of at public auction on March 8, 2025 at 10:00 a.m. at the City of Bartlesville Operations Center, 1721 W. 5th Street, Bartlesville, OK 74003.

f. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report – December 2024

g. Receipt of Financials

- i. Interim financials for six months ending December 31, 2024.

Mayor Curd read the consent docket in full. Mr. Kirkpatrick removed Items 7.d.v. and Mayor Curd removed items 7.c.i. and ii. for further discussion.

Vice Mayor Dorsey moved to approve the consent docket with the exception of Items 7.c.i, 7.c.ii. and 7.d.v., seconded by Mr. Kirkpatrick.

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

7.d. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's, and Proposals.

- v. Agreement with Granicus to provide live web streaming for City meetings in the amount of \$8,346 annually.

Mr. Kirkpatrick suggested YouTube as an option for streaming services for City Council and other City meetings. He stated that it is a free option and can be manned by dayworkers to index the meeting similar to the service Granicus provides. Mr. Bailey pointed out that Granicus specializes in hosting and has provided good service for us over the past several years. Mr. Kirkpatrick was not opposed to approving the contract for a year and asked staff to research the YouTube option.

Mr. Kirkpatrick moved to approve Item 7.d.v., seconded by Mr. East.

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

7.c. Approval of Resolutions

- i. Amending the budget of the City of Bartlesville for Fiscal Year 2024-25 appropriating grant funds in the amount of \$598,714 from the Federal Aviation Administration (FAA) for the Bartlesville Municipal Airport for the Airport Taxilane.
- ii. Amending the budget of the City of Bartlesville for Fiscal Year 2024-25 appropriating grant funds in the amount of \$138,286 from the Federal Aviation Administration (FAA) for the Bartlesville Municipal Airport for the Airport Taxilane.

Mayor Curd asked Mr. Siemers and Mr. Richardson to provide information on the item. Using a PowerPoint, Mr. Siemers reported on the new taxilanes showing the alignment at the airport and how they will be used. He provided the financial and funding information as well.

Mayor Curd moved to approve Items 7.c.i. and 7.c.ii., seconded by Vice Mayor Dorsey.

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

8. Discuss and take action regarding Bartlesville's long-term water supply options. Presented by Terry Lauritsen, Director of Water Utilities.

Mr. Lauritsen reported that in September 2023, the Water Resources Committee decided to further investigate the water supply options at Hulah Lake, Copan Lake, the Ada-Vamoosa Aquifer and Kaw Lake. The goal is to add between 10 to 16 million gallons per day (MGD) of water to secure the City's water supply for the next 75 to 100 years. On January 6, 2025, the City Council received an update on these 4 options, which are summarized below.

Hulah Lake:

- Reallocate up to 10% of the lake's flood control storage to water supply, as recommended by a 2007 Planning Assistance to States Study conducted by the US Army Corps of Engineers (COE). This 10% reallocation would provide an additional 10 million gallons of water per day (MGD).
- Requires a reallocation study by the COE and must be authorized and funded by Congress.
 - o The anticipated cost of the study is \$3MM and requires a 50/50 cost share.
 - o The quickest legislative route will be through the next Water Resource Development Act (WRDA) set to be introduced in 2026. Study will take between 3 to 6 years to complete.
- The estimated cost to secure the converted storage, including environmental/recreation mitigation, is \$12.5MM. This pricing assumes storage costs based on preferred rates, which will require federal legislation, and the mitigation costs are conceptual, since these will be derived through the reallocation study.
 - o The estimated water rate impact for this option (assuming 6% interest rate and 30-year financing) will increase the average residential water bill by approximately \$8 per month.

Copan Lake – Two items are being investigated.

- Secure the remaining 2 MGD of water storage that is currently reserved for the Town of Copan. Federal legislation was approved in 2022 and 2024 that facilitates the Town of Copan being able to release these reserved rights and Bartlesville purchasing these rights at a preferred rate.
 - o The Town of Copan's cost to purchase these reserved storage rights is approximately \$12MM. With the federal legislation, the City of Bartlesville can purchase these reserved storage rights (assuming the Town of Copan releases them) for \$550k.
 - o City staff is currently working with Copan officials to negotiate an agreement pursuant to a Memorandum of Understanding (MOU) signed by Copan's mayor in 2021. This MOU requires Bartlesville to pay Copan to release the reserved rights, and then Copan will have the ability to sublease these rights back at the rate that Bartlesville paid. Thus, both communities can secure additional water rights at a fraction of the cost.
 - o The \$550k will not have an impact to current water rates.
- The other item being investigated is the option, recommended by a 2007 Planning Assistance to States Study conducted by the COE, to reallocate up to 10% of the

lake's flood control storage to water supply. 10% reallocation will provide an additional 10.5 million gallons of water per day.

- o Unfortunately, reallocation is not possible due to the lake's current Dam Safety Action Classification (DSAC) rating, which is 3.
- o Any effort to pursue reallocation at Copan Lake will first require a re-assessment of the DSAC score that will need to be initiated through federal legislation. Even if legislation is approved for this re-assessment, it is unlikely that the score will change without some sort of structural improvement or downstream mitigation. The specific parameters that have influenced the DSAC score are unknown and will require significant time and effort to coordinate with the COE to derive the parameters influencing this score to determine options to improve the rating.

Ada-Vamoosa Aquifer – This is a major aquifer located in central Osage County close to the City owned Hudson Lake.

- The aquifer has limited yield capabilities. 25 wells will produce a maximum of 1.4 million gallons of water per day and requires a water lease over 700 acres of land.
- The estimated cost for the well field, pump stations and pipelines to get this water to Hudson Lake is \$12.8MM.
 - o The estimated water rate impact for this option (assuming 6% interest rate and 30-year financing) will increase the average residential water bill by approximately \$8 per month.
 - o A separate study is needed to investigate the feasibility of securing these water leases. In addition, several test wells will need to be installed to confirm yield and model the impacts of a well field. The cost of these items will be between \$600k to \$1MM.

Kaw Lake-8 million gallons of water per day are available at Kaw Lake. The water is compatible with the City's current treatment process.

- The most economical option for a pump station and pipeline to convey 14 million gallons of water per day to Hudson Lake will cost \$252,534,089.
- The estimated water rate impact for this option (assuming 6% interest rate and 30-year financing) will increase the average residential water bill by approximately \$160 per month.

On January 28, 2025, the Water Resource Committee (WRC) considered the options and unanimously recommended the following actions:

- Pursue flood control reallocation at Hulah Lake through the next Water Resource Development Act, which will be available in 2026.
- Secure the reserved storage rights at Copan Lake made available through recent legislation, with staff continuing to work with the Town of Copan to finalize an agreement for this purchase.
- Develop a contingency plan to access potable water from Tulsa, Colinsville and/or Skiatook in the event of an emergency.

Due to uncertainties around water rights, yield, and investigation costs, the WRC does not recommend proceeding with the Ada Vamoosa aquifer at this time.

For Kaw Lake, the WRC advises exploring federal grant opportunities and maintaining communication with the Osage Nation to explore potential partnerships that could help offset costs. If no substantial partnership, grant, or alternative funding opportunity materializes, the WRC advises against moving forward with Kaw Lake at this time.

Discussion covered appreciation to City staff, the Water Resources Committee and the State and Federal legislators for their assistance; that the costs of the recommended options would also affect rural water carrier rates to increase as well as those who live in Bartlesville; how Bartlesville is not and will not be a water provider to Copan residents; how Enid had to increase sales tax and water rates in order to secure water from Kaw Lake; how Enid had no other options for affordable, potable water but to draw from Kaw Lake; and flood reallocation and how it works.

Mr. Kirkpatrick moved to approve the Water Resources Committee recommendations as presented, seconded by Vice Mayor Dorsey.

Mr. East inquired as to the contingency plan recommendation to access potable water from Tulsa, Collinsville and/or Skiatook. Mr. Lauritsen stated that he would begin the process of securing agreements with each of them.

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

Voting Nay: None

Motion: Passed

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

Mr. Siemers reported that this item was tabled at the October 7, 2024 City Council meeting at the request of Councilman Roszel. The public hearing was held with no citizens appearing to speak. The staff recommendation was to deny the request because PSO did not concur with the closure. It was unclear based upon the utility locate called in by the applicant prior to submitting the application. There are no PSO lines identified in the easement located on the property, though the PSO maps showed their facilities being present. There is also a 20' wide easement on the adjacent property, so the line could potentially be located within that easement instead of the one in question. Then Councilmember Roszel made the motion to table the item and get clarification from PSO to see if they had facilities in the easement and if not, would they be willing to concur with the request to close the north half of the easement. Staff reached out to PSO asking them to verify their facilities in the easement and potentially reconsider the request. While PSO does not have facilities in that easement, it appears they do in the adjacent easement. Since the closure request is for a new structure and not an existing encroachment, they do not wish to concur with the closure to keep options open for future expansion and ingress/egress to maintain their facilities. PSO feels the home owner should have been aware of the easement at the time of purchase. The request was again discussed at the November 4, 2024 City Council meeting. At that meeting, the applicant reported that a similar easement had been previously vacated in the same subdivision. Council requested staff to look into other easements being closed in the subdivision and return with information at a later date. Staff revisited easement closing records and there

were two other locations within Covington Park that had been closed, one at 5603 Nottingham Place and one at 2718 Waterford Court. The 5603 Nottingham Place closed the exact same portion of easement on a different block with half of the rear easement closed similar to the current request. The only explanation staff has for how utility companies have responded to these requests by homeowners is a change in the review and recommendation process within PSO.

A brief discussion covered any legal liability the City might encounter by approving the request; how fiber companies are not using the easements on the applicant's street due to heavy rock presence; and how if PSO was concerned about the item, a representative would be present to uphold their position.

Mr. East moved to approve and adopt the Ordinance required to close the easement as presented, seconded by Mr. Kirkpatrick.

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

Voting Nay: None

Motion: Passed

Mayor Curd opened up Citizens to be Heard on Items 11, 12 and 13.

Dianne Crow spoke on Item 11 and is in favor of changing the rules to Bartlesville residents only speaking at Citizens to be Heard.

Bill Peyton, Joel Rabin, and Sarah Burnett spoke on Item 11 and how they feels that residents of Washington County should be allowed to speak in the Citizens to be Heard portion of the meetings.

Noah Meadows and Anne Franklin spoke about how/what determines who is a resident of Bartlesville. There are those who have a Bartlesville address, and work and shop in Bartlesville, but do not live within the city limits, and they feel they should be able to speak at City Council meetings.

Dianne Crow, Noah Meadows Anne Franklin, Irina Meade, Gentry Meade, Janet Cravens, Yeonju Park, Karen Kerr-McGrew, Joni White, Kelly Orta, Cheryl Dorris, Abigail Rodriguez, Ivonne Leap, and Susan Lauffer stated their support of approving the Item 12 Citizenship Grant as originally presented to the City Council.

Bill Peyton and Sarah Burnett spoke against approving Item 12 Citizenship Grant; Bill Peyton also stated how he opposes drag queen shows.

Tyler Vaclaw spoke in support of Item 13 the Up with Trees agreement and grant supporting it from Phillips 66.

10. Discuss and take possible action to suspend the Council Meeting Rules related to reconsideration of previous agenda items as per Rosenberg's Rules of Order to allow for reconsideration of items previously considered by Council on 12/2/24 and 1/6/25, identified in this agenda as Items 11, 12, and 13. Presented by Councilman East.

Councilman East reported that he is requesting only items 12 and 13 to be included in the suspension of the meeting rules. He stated that he changed his position on reconsideration of Item 11.

A brief discussion ensued regarding Mr. East's change of mind regarding Item 11.

Mr. East moved to suspend the Council Meeting Rules for Items 12, and 13 as presented, seconded by Mr. Sherrick.

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

Voting Nay: None

Motion: Passed

11. Discuss and take possible action to reconsider the amendment to the Council Rules of Order that was originally approved by the Council on 12/2/24 relating to Citizens to be Heard. Presented by Mayor Curd.

Mayor Curd reported that since Mr. East did not include Item 11 in his motion to reconsider, there will be no action on this item.

12. Discuss and take possible action to reconsider the ODL Citizenship Grant that was originally denied by the Council on 1/6/25. Presented by Mr. East.

Mr. East reported that upon additional reflection and information he wanted the item reopened and reconsidered.

Mr. East moved to reconsider approval of the ODL Citizenship Grant, seconded by Vice Mayor Dorsey.

Discussion ensued with Mr. Sherrick stating he remained opposed to the approval citing fiduciary responsibility, referring to Section 5A.; with Mr. Sherrick explaining upon being questioned by Vice Mayor Dorsey, that when he speaks in the plural “we” that he means “he”; and that City Attorney Kane reported that he met with the Oklahoma Department of Library Director this morning who stated that Bartlesville is and has always been compliant with the law. Mr. Sherrick then stated with that information, he would vote to approve the grant.

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

Voting Nay: None

Motion: Passed

Mayor Curd moved to approve the ODL Citizenship Grant as originally presented, seconded by Mr. Kirkpatrick.

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

Voting Nay: None

Motion: Passed

13. Discuss and take possible action to reconsider an agreement with Up with Trees that was originally delayed by the City Council on 1/6/25. Presented by Vice Mayor Dorsey.

Vice Mayor Dorsey stated his appreciation to Phillips 66 for their donation to assist financially to replace the trees that were damaged in the May 2024 tornado event. He added that the residents who lived west of the area are appreciative to have the trees replaced as they performed as a buffer between the neighborhood and the commercial businesses to the east.

Vice Mayor Dorsey moved to reconsider the Up With Trees Agreement, seconded by Mr. East.

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

Vice Mayor Dorsey moved to approve the Up With Trees Agreement as originally presented, seconded by Mr. East.

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

14. Discuss and take possible action to reaffirm the City's policy regarding City Council appointments to Authorities, Boards, Commissions and Committees, and to approve City Council appointments to Authorities, Boards, Commissions and Committees. Presented by Mayor Curd.

Mayor Curd reported that a discussion of appointments was held at the January 27, 2025 workshop. Mr. Bailey provided a worksheet with each appointment as follows.

Adams Golf Course Operating Committee – Vice Mayor Dorsey
Adult Center Trust Authority – N/A
Ambulance Commission – N/A
Bartlesville Convention & Visitor's Bureau (Visitor Inc.) – Vice Mayor Dorsey and Mr. Kirkpatrick
Bartlesville Development Authority – Mayor Curd and Vice Mayor Dorsey
Bartlesville Redevelopment Trust Authority – Mr. East
Bartlesville Film Authority – Mayor Curd
Board of Adjustment – N/A
City Council – All City Council members
City Planning Commission – Mr. Kirkpatrick
Community Center Trust Authority – Mr. Sherrick
Construction and Fire Code Appeals Board – N/A
Downtown Landscape Task Force – Mayor Curd and Mr. Kirkpatrick (Wards 3 and 4 required)
Employee Advisory Committee – N/A
History Museum Trust Authority – Mr. Sherrick
Keep Bartlesville Beautiful – Mr. Kirkpatrick
Library Board - NA
Library Trust Authority – Mr. East
Park Board – Vice Mayor Curd
Sewer System Improvement Oversight Committee – Vice Mayor Dorsey
Street and Traffic Committee – Mr. East
Tax Incentive District Review Committee – Vice Mayor Dorsey
Tower Green Design Committee – Mayor Curd and Mr. Sherrick
Transportation Committee Mr. Sherrick and Mr. East
Unsheltered Homeless Task Force – Mr. Kirkpatrick and Mr. East
Water Resources Committee – Mayor Curd and Mr. Kirkpatrick
White Rose Cemetery Board - N/A

Mr. East moved to reaffirm the City's policy and to approve the Council appointments as presented, seconded by Vice Mayor Dorsey.

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

15. New Business

There was no new business to discuss.

16. City Manager and Staff Reports.

Mr. Bailey provided the dates and topics of upcoming City Council workshops.

17. City Council Comments and Inquiries.

Mr. East inquired as to how the management of Price Fields is coming along and how to expedite the process. Mr. Bailey reported that RFQ's will be accepted through February 6. At that time, they will be reviewed and a recommendation will be brought before the City Council. It is possible that a special meeting may be called to expedite the process and get the season started.

Mr. Kirkpatrick reported that the Unsheltered Homeless Task Force had their first meeting on January 31 and will be meeting twice a month. A report will be brought before the City Council at the regular monthly meeting.

Vice Mayor Dorsey thanked everyone for their attendance and feedback in the meeting tonight since the Council represents everyone, not just those in their wards.

Mayor Curd thanked staff for all of the research that was required for the items on the agenda. He added that although public comment is not required, he is proud that the Bartlesville City Council has always provided for it.

18. There being no further business to address, Mayor Curd adjourned the meeting at 9:10 p.m.

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk



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

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

**Friday, February 21, 2025
Noon**

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

MINUTES

The Notice of Meeting and Agenda was posted at 11:00 a.m., Wednesday, February 19, 2025.

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

City staff in attendance were Mike Bailey, City Manager, Laura Sanders, Assistant City Manager, Jason Muninger, CFO/City Clerk, Chief Communications Officer Kelli Williams, Community Development Director Larry Curtis; Kiley Roberson, Library and Museum Director; Deputy Police Chief Troy Newell; Matt McCollough, IT Director; and Executive Assistant Elaine Banes.

- 1. Mayor Curd called the Special Meeting of the Bartlesville City Council to order at 12:00 p.m.**
- 2. Roll call was held and a quorum established.**
- 3. The invocation was provided by Vice Mayor Dorsey.**
- 4. Citizens to be heard.**

LaChelle Griffin commented on City Council meetings should be held at a time that the public can attend. She also commented on City Council members and the City Manager entering the room together at the same time.

- 5. Discussion and possible action to approve an agreement between the City of Bartlesville and Arrowhead, LLC for the management of Price and Artunoff Fields. Presented by Mike Bailey, City Manager.**

Mr. Bailey reported that an updated agreement had been distributed that differed from the one provided previously in the packet. He explained that the changes were made after Arrowhead LLC's legal review, and stated that the changes were not substantive. He reported that five RFQ's had been received and reviewed by the ad hoc committee formed from City staff and two Council members. The ad hoc committee ranked Arrowhead first out of all submissions. He reviewed the agreement stating the lease is a three-year lease including information regarding rent, expenses and other fees; list of landlord responsibilities; shared maintenance between the City and Arrowhead; and other relevant aspects of the agreement. He concluded that the City Attorney had reviewed and approved the agreement.

Discussion covered appreciation of organizations who provided RFQ's for consideration; for Arrowhead, their well prepared proposal and existing leadership in the community; for the five organizations, four of them being local organizations who stepped up and provided RFQ's; how

the RFQ's were scored by the ad hoc committee; how RFQ's are conducted; and that the Artunoff Fields will be available for adult softball leagues as a lessor of Arrowhead. Chris Jones with Arrowhead reported that their organization will not only provide competitive teams and tournaments but will also maintain a recreation league. He also reported that they will work with employees of 4F Sports to maintain continuity in the program, and to provide good field maintenance. Arrowhead will be meeting today at 2 to discuss registration plans and will begin taking registration as soon as Monday. It was agreed by Mr. Bailey and the City Council that they felt Arrowhead will provide a good program, good leadership, and are looking forward to a successful partnership.

Vice Mayor Dorsey moved to approve the Agreement as presented, seconded by Mr. East.

Ayes: Mr. Sherrick, Mr. East, Mr. Kirkpatrick, Vice Mayor Dorsey, Mayor Curd.

Nays: None

Motion: Passed

- 6. There being no further business to address, Mayor Curd adjourned the meeting at 12:33 p.m.**

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk



First Floor Conference Room, City Hall
401 S. Johnstone Avenue
Bartlesville, OK 74003

**MINUTES OF THE
SPECIAL WORKSHOP MEETING
OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, February 24, 2025
5:30 p.m.**

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

MINUTES

The Notice of Meeting and Agenda was posted at 5:30 P.m., Thursday, February 20, 2025.

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

City staff in attendance were Mike Bailey, City Manager, Laura Sanders, Assistant City Manager, City Attorney Jess Kane, Matt McCollough, IT Director; Police Chief Kevin Ickleberry; Deputy Police Chiefs Troy Newell and Andrew Ward; Captain Travis Martinez; Captain Elkins; and Executive Assistant Elaine Banes.

- 1. Mayor Curd called the Special Workshop Meeting of the Bartlesville City Council to order at 5:30 p.m.**
- 2. Roll call was held and a quorum established.**
- 3. The Invocation was provided by Mr. Kirkpatrick.**
- 4. Citizens to be heard.**

Roger Box, Gary Kilpatrick, Eddie Collins, Joshua Lock, Travis Perry, Vic Severin, Karla Severin, Chelle Griffin, Dale Earhart, and Richard Ely all spoke opposing the use of the Flock Camera System citing their belief it is infringing on the 4th Amendment, concerns regarding data storage, and concerns about data sharing. Tyler Vaclaw felt the workshop on this topic should have been held prior to approving the agreement, and encouraged the City Council to start over and re-address the agreement with Flock Camera System. Mr. Collins distributed a handout and asked that it be attached to the minutes.

Joel Rabin stated that in his opinion the agenda language was not clear per the Oklahoma Open Meeting Act for Item 6. He added that he feels discussion on Item 6 should be held at this meeting and should be held during a regular meeting.

Stuart Werber, Barry Balzer, Mark Keesling, and Bob Pomeroy all spoke in favor of the use of the Flock Camera System.

5. Discussion on Flock Camera Systems.

Mr. Kirkpatrick provided a PowerPoint with discussion points. Discussion ensued with Mr. East stating that he would still like additional information on how the technology works citing concerns about the length of time data is stored; and if the data is protected. Additional discussion covered if the data is shared with another city, what is the guarantee other cities will not share the data;

and whether the use of the Flock Camera System is ethical. Mayor Curd stated he felt the use is ethical, Mr. Sherrick stated that he felt the use of the system is unethical; Mr. East stated that if the data or a citizen's rights are breached, then use is unethical; Vice Mayor Dorsey feels that the use of the system is ethical as does Mr. Kirkpatrick. Discussion also covered how Sheriff Scott Owen and the Washington County Commissioners rescinded their agreement with Flock, and turnpike cameras and how their data is stored and accessed is determined by State rules.

Mr. Kirkpatrick asked the question of Council if they felt the system was legal. City Attorney Kane provided information regarding legality, which at this time, in the 10th Circuit, use of Flock cameras is legal and usage does not violate the 4th amendment. He brought information forward about a case in Norfolk, Virginia about the legality of the use of the system citing infringement of rights, and how the case is still in early stages. Vice Mayor Dorsey stated that he has contacted the State Attorney General for his opinion but has not received a response to-date. Mr. Bailey added that Will Drake, Washington County District Attorney, supports the use of the system, and added information that certain types of cameras were initially installed for insurance laws. In response to comments regarding the Oklahoma Department of Transportation (ODOT) telling the City to remove the Flock cameras from their right-of-ways, Mr. Bailey stated that as soon as the City was notified that ODOT did not approve for them to be placed in their right-of-ways, they were moved. He and Mr. Kane both stated it is not because ODOT thinks the cameras are illegal that they wanted them moved but because they are very specific about what is approved to be placed in their right-of-ways. Additional discussion covered that Native American Tribes have and use their own cameras; whether the system been used in criminal cases in the local courts; how courts do not provide advisory opinions should they be asked for one; and how the Attorney General can provide advisory opinion which has been requested by Vice Mayor Dorsey. When queried, Mr. East stated that with the information Mr. Kane provided, the use of system is not illegal, but he still has concerns about data storage time limits; Mr. Sherrick stated that a picture of a tag may not go against Constitutional rights, but use of the data could breach a citizen's rights; Mr. Kirkpatrick stated that he did not feel use of the system is illegal but remains interested in the findings of the Norfolk, Virginia case. Mr. Sherrick offered that whether the City should use the Flock Camera System should possibly be decided by a vote of the people. Discussion covered how citizens bringing forward a vote initiative is set out in the City's charter; how such an initiative would be worded on a ballot; and that it was generally agreed by the Council to have Mr. Bailey and Mr. Kane research the Charter and State laws and provide the initiative information to the Council.

6. Discussion on Council Meeting Rules.

Mr. Bailey reviewed information that he had researched and covered whether or not to keep public comment as one item or as individual opportunities on each agenda item; allowing public comment in workshops; keeping public comment on all City Authorities, Boards, Commissions, Committees; rules of decorum for speakers and audience members; time limits on public comments; limiting public comments to citizens who live within the City limits or keeping a county-wide speaking rule; order of agenda items; and the maximum limit of a Council meeting.

Discussion between the Council covered how they wanted to keep public comment on all City agendas, and for Mr. Bailey to provide them with scenarios regarding public comment.

Decorum for speakers and audience members are written on the sign-up sheet, Mr. Sherrick pointed out, and he feels a change is unnecessary. The Mayor commented that he would appreciate more specific rules for decorum, as well as a change in the time length of public comment from 15 minutes to a suggested 30 minutes.

Vice Mayor Dorsey has heard from citizens from his ward as well as the other wards, who do not approve of allowing residents of the County to be able to speak during public comment; and how Mr. Sherrick disagrees with limiting public comments to citizens who live inside the city limits. He added that if County residents could not speak at Council meetings, then volunteers who sit on the City's committees who are residents of the County and not within city limits should be removed from serving. Mr. Kane responded that he is contacted by staff liaisons occasionally requesting his opinion if a volunteer can serve based on where they live. He researches the specific committee's resolution, ordinance or bylaws forming the committee to find the membership requirements and provide his opinion.

Regarding the order of items placed on the agenda, Mr. Bailey reported that the Oklahoma Municipal League provides the format and order which is generally used Statewide. Mr. Kirkpatrick stated he preferred that items that may draw a larger crowd of citizens or may be controversial, be listed closer to the top of the agenda.

A short discussion covered limiting the length of a Council meeting and how once the time limit is reached, items not acted upon would be brought forward at the next regular Council meeting, or the meeting could continue depending on how many items are left to discuss. The decision could be made by the Council whether to end at the allotted time or to continue.

Mr. Bailey stated that he would take the Council's discussion and prepare different scenarios and provide to them for their consideration.

- 7. There being no further business to address, Mayor Curd adjourned the meeting at 8:23 p.m.**

James. S. Curd, Jr.

Jason Muninger, CFO/City Clerk

February 5, 2025

The Board of Directors of Visit Bartlesville have selected Dennis Halpin to replace Donna Keffer as their representative on the Bartlesville Film Authority. Thank you.

**Maria Swindell Gus
Visit Bartlesville**

Elaine Banes

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

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Bartlesville Convention & Visitors Bureau
- Street and Traffic Committee

Name

Dennis Halpin

Residential Address

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

Home Phone

(518) 879-6038

Cell Phone

(518) 879-6038

Email

dhalpraid@aol.com

Ward Number

2

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

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

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

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

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

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

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

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

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

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2024-25 appropriating donation funds for the Golf Course Memorial Fund.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2024-2025. Appropriating Donation Revenue for the Golf Course Memorial Fund.

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville received a \$30,000 donation for the Golf Course Memorial Fund. These funds must be appropriated prior to their expense.

III. BUDGET IMPACT

Budgetary impact nets zero, \$30,000 increase in revenue and \$30,000 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2024-2025, APPROPRIATING UNBUDGETED REVENUE FOR THE GOLF COURSE MEMORIAL FUND.

WHEREAS, THE City of Bartlesville has received donation funds in the amount of \$30,000; and

WHEREAS, the City of Bartlesville needs to appropriate \$30,000 of these revenues prior to their expenditure;

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

The Golf Dept (445) of the Golf Course Memorial Fund (244) shall be increased as follows:

Other Improvements (55930)	\$ 30,000
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APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY OF MARCH, 2025.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the Software License Agreement between Springshare, LLC and Bartlesville Public Library/ City of Bartlesville for FY2025.

Attachments: Software License Agreement

II. STAFF COMMENTS AND ANALYSIS

The Library is in need of a new meeting room reservation / booking solution. The current service is obsolete and unreliable, with minimal functionality. The new service is LibCal by Springshare, which will allow staff to manage the library's multiple meeting rooms and study spaces, and will allow library users to request reservations online.

This service is an affordable cloud-based solution that allows all staff to access the dashboard and manage meeting room reservations.

III. BUDGET IMPACT

The subscription costs \$2,999 will be paid out of the library's 101 budget.

IV. RECOMMENDED ACTION

Library staff recommends approval of the Springshare agreement.

Springshare LLC Software License Agreement

BY SIGNING AND SENDING THIS DOCUMENT TO Springshare LLC ("SPRINGSHARE" or "LICENSOR") YOU ARE CONSENTING, ON BEHALF OF YOUR INSTITUTION, TO BE BOUND BY THIS AGREEMENT. FURTHERMORE, YOUR AFFIRMATIVE RESPONSE IS A REPRESENTATION THAT YOU HAVE THE AUTHORITY TO BIND YOUR INSTITUTION TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE INSTALLATION PROCESS WILL NOT CONTINUE.

AGREEMENT: Subject to payment of applicable license fees, Springshare (801 Brickell Ave. Floor 8, Miami FL 33131) grants to you a non-exclusive license to use its software ("Software") at your Institution.

You may not:

- modify, translate, or create derivative works based on the Software;
- rent, lease, grant a security interest in, or otherwise transfer rights to the Software; or
- reverse engineer or use the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features or functions of the Software or (c) copy any ideas, features, or functions of the Software.

This license is granted for one year from the date on which the Software is delivered, unless otherwise agreed by both your institution and Licensor, and may be extended by the mutual agreement of the parties and after payment of the agreed renewal fee (which fee may be increased from time to time).

Licensor may make modifications to this Agreement only with the mutual agreement of the Licensee. Licensee's only right with respect to any dissatisfaction with any policies or practices of Licensor is to terminate this Agreement by prompt notice to Licensor and immediately cease using the Software.

You represent and warrant to Licensor that you will not transmit any materials that violate the rights of any third party, including intellectual property and contractual rights, or personal or privacy rights. Licensor shall not be responsible for losses, costs, expenses, claims and liabilities (including attorneys' fees) arising out of or relating to your violation of this Agreement.

In addition to any other rights set forth in this Agreement, either you or Licensor may terminate this Agreement at any time upon thirty (30) days written notice. You agree to immediately cease using the Software upon termination.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

TITLE: Title, ownership rights, and intellectual property rights in the Software shall remain in Licensor. You have no ownership rights in the Software. The Software is protected by the copyright laws and treaties. Title and related rights in the content accessed through the Software is the property of the applicable content owner and may be protected by applicable law. This License gives you no rights to such content.

TERMINATION: This license shall be terminated if either party commits a material or persistent breach of any term of this License and fails to remedy that breach (if capable of remedy) within thirty (30) days of notification in writing by the other party. On termination, you must cease using the Software.

OWNERSHIP OF DATA: Licensor does not own any data, information or material that you submit to the Software ("Customer Data"). You, not Licensor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Licensor shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated, Licensor will make available to you a file of the Customer Data in XML format within 30 days of termination if you so request at the time of termination.

INTERNET DELAYS: Springshare's services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Licensor is not responsible for any delays, delivery failures, or other damage resulting from such problems.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL LICENSOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT LICENSOR RECEIVED FROM YOU FOR A LICENSE TO THE SOFTWARE, EVEN IF LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. IN NO EVENT WILL LICENSOR BE HELD LIABLE FOR ANY DATA LOSS ASSOCIATED WITH THE SOFTWARE; IN NO EVENT WILL LICENSOR BE HELD RESPONSIBLE FOR THE OPERATION OR MAINTENANCE OF HARDWARE, EXCEPT AS PROVIDED IN THIS LICENSE AGREEMENT. FURTHERMORE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

Agreed by:

Institution: _____

Name (print): _____

Name (sign): _____

Title: _____

Date: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to renew a contract with BTC Broadband for internet service. This contract is for one year, with 3 remaining yearly renewals. The service is paid with federal and state E-rate funds.

Attachments:

BTC Broadband Business Services Agreement

II. STAFF COMMENTS AND ANALYSIS

The current contract was approved in 2024 and expires June 30, 2025. The library seeks to continue with the current contract with BTC.

The Bartlesville Public Library, like all other libraries and schools, qualify for federal and state monies to pay for internet services. E-rate provides federal monies for internet services. Bartlesville qualifies for 80% of the total cost and the State of Oklahoma (through the Oklahoma Universal Services Fund) pays the other 20%. The cost to the Library/City of Bartlesville is 0.

III. RECOMMENDED ACTION

Staff is recommending approval of the BTC Broadband Business Services Agreement



Internet Renewal Prepared Exclusively for:



January 29, 2025

Renewal FY 2025 – 2nd of 5 Year Agreement

Fiber Makes it Possible



918-366-8000 | 11134 S Memorial Drive | BTCBroadband.com

Fiber Optic Network



Business Services Agreement

11134 S Memorial, Bixby, OK 74008
401 S Dewey, Bartlesville, OK 74003
BTC Broadband Spin #: 143031484

Scott Boultinghouse, BTC Broadband

Phone: 918.366.0227
Fax: 918.364.3022

Contract: Bartlesville Library Internet

Customer Information

Legal Company Name: Bartlesville Public Library
Street Address: 600 S Johnstone
City/State/Zip: Bartlesville, OK 74003

Billing Address: 600 S Johnstone
City/State/Zip: Bartlesville, OK 74003
Federal Tax ID:

Authorized Customer Contact Information

Name: Kiley Roberson
Telephone: 918-338-4161
Email Address: kroberon@cityofbartlesville.org

Fax:
BTC Acct No.: 318348

BTC Services: Category 1 Internet

Qty	Description	Term (Months)	Monthly Recurring	Non Recurring	Total Monthly Recurring
1	Dedicated Fiber Optic Internet: 500 Mbps	48	\$850.00	\$0.00	\$850.00

Total: \$0.00 \$850.00

Terms & Conditions

The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Agreement on behalf of the Customer for the service in this Agreement and that the customer information is true and correct. This Agreement binds Customer to the Rates, Terms, and Conditions of Service applicable to each of the service selected above. The services will be provided by BTC or one of its affiliated companies and are governed by BTC Tariffs and Acceptable Use Agreements and may not be resold without the express written consent of BTC. The term of the agreement will begin upon installation of services which will be coordinated to upon the signing of this document. BTC Texting customers shall use commercially reasonable efforts to conduct their business in compliance with all applicable laws, rules, and regulations. Customers will not send more than 5,000 texts per month per license; doing so may incur additional charges. This agreement shall constitute an Individual Case Basis Tariff and may not be available to all customers. This agreement is governed by BTC Broadband's Terms and Conditions, Service Level Agreement and State and Federal Tariffs which can be found at: <https://www.btcbbroadband.com/legal/>.

Customer Authorized Signature:

BTC Authorized Signature:

Printed Name: S

BTC Name: Scott Lowry

Title:

Title: President & CEO

Date:

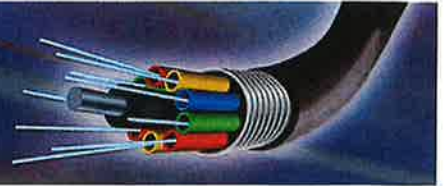
Date: 2/4/25

Unleash the benefits of fiber-optics for your business

918-366-8000 | 11134 S Memorial Drive | BTCBroadband.com



Fiber Optic Network



Addendum to Contract Terms and Conditions:

Term and Renewals: The term of the Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year ("Initial Term"), subject to extensions permitted below. The parties intend for the Term hereof to begin on or about July 1, 2025, but regardless of when the first year of the Term actually commences, the first year of the Term shall expire upon June 30, 2026 with each successive one year renewal Term to expire on the following June 30th. Upon expiration of the Initial Term Customer shall have the right to extend this Agreement for three (3) additional one (1) year Terms, each exercisable upon notice of Customer or by mutual ratification of the parties. For each one year renewal Term, Customer agrees to use good faith and commercially reasonable efforts to secure budget appropriations for the Services under this Agreement. If, at any time during the Term hereof, Customer does not receive the necessary budget appropriations for this Agreement, despite its good faith efforts to obtain such appropriations, Customer may, at its option, terminate this Agreement by providing written notice to BTC Broadband along with reasonable documentation substantiating such failure. Upon BTC Broadband's receipt of such notice, this Agreement shall terminate without liability to Customer (except that Customer will be required to pay for all Services rendered through the date of termination and shall also reimburse BTC Broadband for the construction costs, if any, still unamortized upon the date of termination), and BTC Broadband may disconnect Services. Upon expiration of the Term and the extensions set forth above, the Agreement shall automatically renew and continue in effect on a month-to-month basis ("Renewal Terms") until terminated by either party on thirty (30) days prior written notice. The Initial Term and Renewal Terms may collectively be referred to as the "Term".

Customer Authorized Signature:

BTC Authorized Signature:

Printed Name:

BTC Name:

Scott Lowry

Unleash the benefits of fiber-optics for your business

918-366-8000 | 11134 S Memorial Drive | BTCBroadband.com



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of amendment #1 to the professional service contract with Brown Engineers for the high service pump variable frequency drive replacement at the water treatment plant.

Attachments:

Amendment #1

II. STAFF COMMENTS AND ANALYSIS

One of the capital projects approved this fiscal year through the Water Plant Capital Reserve Fund is to replace the variable frequency drives for the high service pumps. The water plant has five high service pumps that move water from the treatment plant into the distribution system – each can pump up to 10 million gallons of water per day. Two of these high service pumps have variable frequency drives (VFD) for the motor control, which allow the pumps to be regulated to vary the flow based on demand. These existing VFD's were installed in 2006 with the original plant construction and repair parts can no longer be secured for these models. In September 2024, Council approved a contract with Brown Engineers for the design of these drives. The project is currently open for bidding and due to the highly specialized nature of this work, staff would like to engage Brown Engineers for the bid and construction phases of the project. Services include: contractor qualification, bid review and recommendation; submittal review and approval; construction observation, testing and drive commissioning. The amendment, which is attached, outlines the scope of the services, which will be billed hourly as needed. The estimated cost of these services is \$40,000.

III. BUDGET IMPACT

Funding for the professional services will be through the Water Plant Capital Reserve Fund, which has \$400,000 budgeted for this project. The proposed amendment (\$40,000) is within the available budget for the project.

IV. RECOMMENDED ACTION

Staff recommends approval of the professional service contract amendment with Brown Engineers for the high service pump variable frequency drive replacement at the water treatment plant.

February 26, 2025

Mr. Terry Lauritsen, PE
Director of Water Utilities
401 South Johnstone Ave.
Bartlesville, OK 74003

Re: WTP High Service Pump VFD Replacement
Electrical Engineering Services – **AMENDMENT #1**

Dear Terry:

We are pleased to propose our services for the construction phase of the above referenced project. This letter will describe our proposed scope of services, performance schedule, and payment terms.

Scope of Services – Construction Phase Services

The scope of our services will include electrical engineering design services to accomplish the following:

- Bidding Phase
 - Review of received bids
 - Review of contractors' qualifications
 - Providing a certified bid tab
 - Providing a Recommendation of Award
- Submittal Phase
 - Submittal review
- Installation Phase
 - Protective Relay Programming, Testing, and Commissioning Phase
 - Kickoff meeting for relay commissioning
 - Testing Contractor qualifications review
 - Protective relay explanatory narrative review
 - Protective relay settings file review
 - Protective relay testing plan
 - Protective relay programming and testing observation
 - Protective relay completed testing plan and as-left settings files review
 - VFD Testing observation
 - VFD completed test records review
 - Protective relay startup and commissioning services observation
 - Protective relay notification of problems found review
 - Protective relay and VFD programming, testing, and commissioning final review

Items excluded

Construction Administration

Items Furnished by Bartlesville

Project bidding services.

Engineering services will be performed on an “on-call” basis. For the engineering services listed above we propose to work for the fee below. Invoices will be prepared monthly. Invoices are due upon receipt.

	Fee
Construction Phase (Hourly)	\$40,000 (estimated)

Any additional services beyond the scope of work specifically listed herein would be performed as requested based on current hourly rates plus reimbursable expenses such as printing and parking, at a direct rate or as a negotiated lump sum agreement.

General Considerations

The standard of care for all professional engineering and related services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including but not limited to contractors, manufacturers, and suppliers.

Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier or any of contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

To the fullest extent permitted by law, Owner and Engineer (1) waive against each other any and all claims for consequential damages arising out of or resulting from the Project, and (2) agree that the scope of the Engineer's total liability under this Agreement shall be limited to the scope of Professional Design Services provided.

Please indicate your acceptance of this proposal by signing below. Your acceptance of this proposal indicates authority to proceed with the work.

If you have any questions, please give us a call.

Sincerely,

BROWN ENGINEERS, LLC

A handwritten signature in blue ink that reads "Bruce Brown". The signature is fluid and cursive, with the first name "Bruce" and last name "Brown" clearly distinguishable.

Bruce Brown, P.E.
Principal

Accepted for City of Bartlesville:

Name

Date

Bartlesville Police Department

Police Chief, Kevin Ickleberry - Deputy Chief, Andrew Ward- Deputy Chief, Troy Newell

615 S. Johnstone Ave.
Bartlesville, OK 74003

Non-Emergency 918.338.4001
Administration 918.338.4050



To: Bartlesville City Council

January 30, 2025

The purpose of the local agreement between the City of Bartlesville and State of Oklahoma is to move us toward meeting the requirements of the State's strategic plan for Next Generation 911 services. This agreement pertains to State Grant ID # F123241S109 which will provide funds to be paid directly to the City of Bartlesville for the purpose of updating our GIS Public Safety mapping system. Last year the council signed an agreement with Washington County to provide these funds to the Washington County Emergency Management authority who actually manages the mapping and is updating the addressing system county wide which includes Bartlesville. The purpose of this agreement with the state is to outline what these funds can be used for.

(History) 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 State of 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 State of 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, appearing to read "Jay Hastings".

Captain Jay Hastings
Bartlesville Police Department
918-338-4019



WASHINGTON COUNTY

Department of Emergency Management

3931 SE Adams Road
Bartlesville, OK 74006 918-331-2710
Fax 918-335-9111
www.wcema-ok.gov



Executive Summary

Date: February 20, 2025

To: City of Bartlesville

From: Jonathan Mosley, Washington County Emergency Management

Subject: Request for Access to OKEMGrants NG-911 Account for Grant Administration

I Jonathan Mosley, the Community Development Officer and 911 Coordinator for Washington County Emergency Management, is formally requesting access to the City of Bartlesville's OKEMGrants NG-911 account. I will be administering the NG-911 grant on behalf of the City to ensure that all necessary processes are carried out effectively and in accordance with the grant's objectives.

This request is made to facilitate the proper oversight and management of the grant funds, ensuring the City's compliance with all applicable guidelines and requirements. The grant is crucial for enhancing 911 services within the community.

Approval of this access request will enable myself to fulfill duties, including tracking grant progress, ensuring deadlines are met, and overseeing necessary documentation. I respectfully request that the City of Bartlesville grant Jonathan Mosley the necessary permissions to manage the NG-911 grant through the OKEMGrants system.

I appreciate your timely consideration of this request.

Sincerely,

Jonathan Mosley
Washington County Emergency Management
918-331-2710
403@wcema-ok.gov

**Oklahoma Department of Emergency
Management (OEM)/
911 MANAGEMENT
AUTHORITY
STATE – LOCAL AGREEMENT**



**OEM/911 MANAGEMENT AUTHORITY
GRANT AGREEMENT**

Between

STATE OF OKLAHOMA

and

Bartlesville, City of

(Local Subgrantee)

This agreement between the State of Oklahoma, Governor's Authorized Representative (GAR), Annie Mack Vest, Director, Oklahoma Department of Emergency Management (OEM), and _____ Bartlesville, City of _____ shall apply to all 911 Management Authority grant funds for Grant ID# _____ F123241S109 _____.

EXECUTION OF THE AGREEMENT SIGNATURE AUTHORITY

Because your request for 911 Management Authority grant funding has been approved, it is now necessary for you, as the Subgrantee, to enter into the attached Agreement with the Oklahoma Department of Emergency Management (OEM) and the 911 Management Authority, hereafter referred to as the Grantee. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee. (NOTE: If this Agreement is signed by a designee, a duly-adopted resolution evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee must be attached to the Agreement for review by the 911 Management Authority.)

- a. **PSAPs:** Board President or applicable Local Government Official
- b. **City:** Mayor, City Manager, or Town Administrator
- c. **County:** Chair of the Board of County Commissioners
- d. **Tribe:** Chief, Governor, or Principal Chair
- e. **Council of Government:** Executive Director or Board Chair
- f. **Fire District:** District Chief
- g. **Public Districts, Public Trusts and Public Authorities:** Executive Director or Chair
- h. **County Sheriff's Office:** Sheriff
- i. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity

The Subgrantee certifies and acknowledges that:

- 1. The State of Oklahoma has legal authority to apply for 911 Management Authority assistance funding on behalf of the Subgrantee.
- 2. The Subgrantee must use 911 Management Authority funds solely for the purposes as stated in the approved project award, provided scope of work, costs and overall project goals approved by the 911 Management Authority Board Members. Funding shall meet the requirements in Oklahoma State Statute, Title 63-2868.
- 3. I certify that _____ Bartlesville, City of _____ has not diverted and will not divert any portion of designated 911 funds awarded by the State for any purpose other than the purposes for which such charges are designated.
- 4. The Subgrantee is aware of and will be responsible for the matching funds and cost-sharing requirements of the 911 Management Authority, specifically, state assistance

is limited to no more than 80% of eligible expenditures, and the Subgrantee will provide upfront, from the Subgrantee's funds, the remaining 20% of eligible costs. No match is required for GIS, Training or Funding Sustainability grants.

5. The Subgrantee will return to the State, within 15 days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Subgrantee.
6. The Subgrantee must establish and maintain a proper accounting system to record expenditures of 911 Management Authority funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR Part 200.
7. The Subgrantee is aware all 911 Management Authority funding will be provided on a reimbursement basis only and must follow the reimbursement processes established by the 911 Management Authority board. Grant funds, with the exception of the Funding Sustainability Grant, will be reimbursed only with confirmation that invoices have been paid in full. Required proof of payment documentation includes copies of the front and back of cancelled checks and/or bank statements; and invoices. The 911 Management Authority may require additional documentation in order to validate the expenditures. All grant awardees must have an active SAM.gov account and must enroll in the electronic funds transfer (direct deposit) system in order for payments to be made. Payments issued by Oklahoma state agencies are subject to state law (Title 62, Section 34.64) requiring that payments disbursed from the State Treasury shall be conveyed solely through an electronic payment mechanism.
8. The Subgrantee will accurately document the events and expenses incurred in the execution of the 911 Management Authority project. All the documentation pertaining to a project shall be filed together with the corresponding grant documentation and must be maintained by the Subgrantee for three (3) years after the grant ending date. The records must include all backup and corresponding documentation. The Subgrantee must provide a copy of the documentation to the State for review, reconciliation, claims payment, and archiving upon request.
9. The Subgrantee's records and supporting documentation relating to claims will be kept for three (3) years after the federal grant ending date. All records and supporting documentation shall be available for inspection and audit at all reasonable times by the Oklahoma Department of Emergency Management (OEM), Oklahoma Office of the State Auditor and Inspector (SAI) and the U.S. Department of Homeland Security Office of Inspector General (OIG).
10. The Subgrantee will give the appropriate State agencies, as designated by OEM, access to and the right to examine all records, documents, and papers relating to any activity undertaken for funding under this agreement.
11. The Subgrantee will provide OEM with quarterly reports as shown below:

- Page 3 of 5
- **1st Quarter (Oct, Nov, Dec) Report due Jan 10;**
 - **2nd Quarter (Jan, Feb, Mar) Report due April 10;**
 - **3rd Quarter (Apr, May, Jun) Report due Jul 10; and**

• **4th Quarter (Jul, Aug, Sep) Report due Oct 10.**

12. Also, if the Subgrantee expends \$750,000 or more in total Federal assistance (all programs) in a single year, the Subgrantee shall accomplish a Single Audit requirement and submit a copy of that audit to OEM in accordance with 2CFR Part 200.
13. The Subgrantee will comply with the U.S. Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations.
14. The Subgrantee will comply with all applicable provisions of State laws and regulations in regard to procurement of goods, services, and contracts which conform to federal law and the standards identified in 2 CFR §§ 200.
15. The Subgrantee affirms they have not received duplicate benefits from another federal source for the indicated project unless exempted by law. If the Subgrantee receives duplicate benefits from another source for projects related to this application, the Subgrantee agrees to refund the benefits provided by the State.
16. The Subgrantee will comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.
17. The Subgrantee will comply, as applicable, with Federal, State, and Local statutes and regulations pertaining to discrimination and equal opportunity.
18. The Subgrantee will comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
19. The Subgrantee will not enter into any cost-plus percentage of costs or contingency contract for completion of eligible work through the 911 Management Authority grant program.
20. The Subgrantee will not enter into contracts, grants, loans or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
21. The Subgrantee must not enter into any contract with any party that has been prohibited from participating in Federal or State assistance programs. Entities may be verified through SAM.gov.
22. As a condition for receipt of State or Federal funds, the Subgrantee certifies that it has the legal responsibility for the maintenance, upkeep and implementation of activities for which it is applying for.
23. The Subgrantee certifies that it has all necessary lands, easements, rights-of-way and accesses necessary to complete the project(s) for which it has and/or will apply. The Subgrantee agrees and understands that the State nor Federal funding entities will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.

24. The Subgrantee agrees to indemnify and hold the State and Federal funding entities harmless from any repayment obligation arising out of the projects funded under this agreement.
25. All required documentation in support of the project costs for the closeout will be **submitted within 30 days** of the final reimbursement of the project.
26. The Subgrantee understands and will abide by the indicated period of performance as detailed in the State Award documents. Period of performance schedule extensions may be granted solely for conditions beyond the Subgrantee's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the State 911 Management Authority or authorized official and must be requested by the Subgrantee in writing.
27. Grant funds awarded by the 911 Management Authority shall not be used to supplant local funds, but shall be used to increase the amount of funds that would, in the absence of state or federal funds, be made available from local sources.
28. By signing this agreement, the Subgrantee further acknowledges that the effective date of this agreement shall be as of the Governor's Authorized Representative's approval date shown below.

I acknowledge by my signature, I am aware if any part of this agreement is not in compliance with regulations, funding for this, and possibly future assistance, may be jeopardized or denied.

Signed: _____
SUBGRANTEE NAME TITLE PRINT NAME

APPROVED on this _____ Day of _____, 20____.

Signed: _____
**ANNIE MACK VEST, DIRECTOR, OEM
GOVERNOR'S AUTHORIZED REPRESENTATIVE (GAR)**

APPROVED on this _____ Day of _____, 20____.

**Oklahoma 9-1-1 Management Authority
GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA SHARING
MEMORANDUM OF UNDERSTANDING**

Between the

Oklahoma 9-1-1 Management Authority and

(Local Public Safety Answering Point)

This Memorandum of Understanding ("MOU") is between the Oklahoma 9-1-1 Management Authority (OK9-1-1MA) and an Oklahoma Local 9-1-1 Public Safety Answering Point (PSAP)]. NexGen 9-1-1 (NG9-1-1) requires standardized Geospatial Information System (GIS) data in order to route 9-1-1 calls. There is also a need for statewide GIS data that can be shared with neighboring 9-1-1 centers along with public safety and other responders that assist during disasters. Providing an avenue for public GIS providers to access quality GIS information is critical to the overall response to local, regional and State disasters.

I. DEFINITION

"GIS Data" means geographic information that is stored in layers and integrated with geographic software programs so that spatial information can be created, stored, manipulated, analyzed, and visualized.

II. EXECUTION of MOU

This document must be signed by a person or persons who are authorized to enter into binding agreements on behalf of the local 9-1-1 authority. Examples of authorized signatures for local 9-1-1 authorities are as follows:

- a. PSAPs: Board President or applicable Local Government Official
- b. City: Mayor, City Manager, or Town Administrator
- c. County: Chair of the Board of County Commissioners
- d. Tribe: Chief, Governor, or Principal Chairman
- e. Council of Government: Executive Director or Board Chair
- f. Fire District: District Chief
- g. Public Districts, Public Trusts and Public Authorities: Executive Director or Chair
- h. County Sheriff's Office or the Sheriff

III. PSAP RESPONSIBILITIES

The PSAP shall upload NG9-1-1 GIS data required for spatial routing of NG9-1-1 calls. These layers are to be validated prior to uploading and will be rejected if the GIS data does not conform to the State of Oklahoma Geographic Information NG9-1-1 and Addressing Standard. The PSAP or their authorized representative will provide the initial upload and will provide regular updates to maintain the GIS data's accuracy and currency. This GIS data will be uploaded to NG9-1-1 GIS State Repository via documented methods. This upload must contain the following mandatory fields as outlined in the Oklahoma NG911 and Data Standard layers and pass the NG911 data tool kit that is provided by the State. The seven (7) GIS data are:

Road Centerlines	Address Points	PSAP Boundary
ESB_Law Boundary	ESB_EMS Boundary	ESB_Fire Boundary
Provisioning Boundary		

- a. The PSAP or its local GIS support function agree to work with the state's NG9-1-1 GIS data repository service provider to resolve identified GIS data issues, including data accuracy, completeness, and currentness, as quickly as possible. The PSAP further agrees to notify OK9-1-1MA or its fellow PSAP of any data issues as soon as possible.
- b. The PSAP agrees to work with neighboring PSAPS to ensure its data is both internally & externally topologically correct with no overlaps or gaps.
- c. The PSAP will continue to bear all costs related to the maintenance and upkeep of local

GIS data, including uploading to the State Repository.

- d. The PSAP shall not upload or include any Personally Identifiable Information (i.e., homeowner names, phone numbers, call statistics, notes about properties, etc.).

IV. OK9-1-1MA RESPONSIBILITIES

- a. The OK9-1-1MA, or its service provider, will provide training, assistance, and the systems needed to receive this data initially and on an on-going basis. The State's service provider will also make available the tools that can be used to validate the GIS data at no cost to the PSAP or local government.
- b. The OK9-1-1MA or service provider will maintain a repository of NG9-1-1 GIS for all PSAP's in the State and make the data available to other PSAP's through the repository.
- c. The OK9-1-1MA considers all data uploaded to the repository as public information and will release the data publicly or by request.
- d. The OK9-1-1MA shall notify the PSAP of any reported data issues for resolution as soon as possible.
- e. The OK9-1-1MA will bear all costs related to the maintenance of the GIS data repository and data validation tool set.

V. DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL DATA AND DATA ACCESS IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. NO PARTY GUARANTEES THAT DATA WILL BE ERROR FREE, NOR DOES EITHER OF THE PARTIES GUARANTEE THE ACCURACY, COMPLETENESS, OR CURRENTNESS OF THE DATA PROVIDED IN THE STATE'S GIS DATA REPOSITORY. ALL PARTIES FURTHER DISCLAIM ALL IMPLIED AND EXPRESS WARRANTIES, CONDITIONS, AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM THE COURSE OF DEALING, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, TERMS AS TO QUALITY, MERCHANTABILITY, AND FITNESS FOR PURPOSE.

VI. TERM and TERMINATION of MOU

This agreement will continue in effect until June 30, 2025, and shall renew for succeeding one (1) year periods automatically on July 1, 2026. Either party may notify the other party of its intent to terminate the MOU at least ninety (90) days in advance of a desired termination date.

VII. GOVERNING LAW

The Constitution, statutes, administrative rules, directives, procedures, and case law of the State of Oklahoma shall govern this Memorandum of Understanding.

VIII. MODIFICATIONS

Any modifications, amendments or changes to this MOU shall be agreed to by the Parties in writing.

IX. COUNTERPARTS

This MOU may be executed in any number of counterparts. The executed copies will together form a single MOU.

X. EFFECTIVE DATE

This MOU shall become effective on the date of the last approving signature and will remain in effect indefinitely until superseded, rescinded, or modified by written, mutual agreement of both parties.

XI. COMMUNICATIONS and POINTS of CONTACT

Each party shall appoint a principal representative to serve as its central point of contact on matters relating to this MOU. The principal representatives for this MOU are provided below:

Lance Terry
9-1-1 Coordinator
Oklahoma 9-1-1 Management Authority 2401
N Lincoln Blvd OKC, OK 73010
405-521-3068
Lance.Terry@oem.ok.gov

Name _____
Title _____
Address _____
Phone _____
Email _____

For the Oklahoma 9-1-1 Management Authority

For the _____

XII. SIGNATURES

Lance Terry, 9-1-1 Coordinator
Oklahoma 9-1-1 Management Authority

Date

[Name, Title]
[Name of PSAP]

Date



OK.EMGrants Access Authorization Form

Ok.emgrants.com is the site used by the Oklahoma Department of Emergency Management for the online application and management of Federal, State and Local grants.

Directions: This form should be filled out and signed by the **highest elected or appointed individual** (authorizing agent) representing the listed jurisdiction or organization. After an individual requests access to the ok.emgrants site, they should present this form to their authorizing agent who will determine the appropriate access level for the requestor. Please scan and email the completed form to okemgrantssupport@oem.ok.gov. **Access to ok.emgrants.com will not be granted until a completed Access Authorization Form is received.**

Provide the following information which should reflect the grantee (the organization/jurisdiction that will receive the grant dollars).

▪ **Unique Entity Identifier (UEI) Number:** _____

Note: Federal regulations require a Unique Entity Identifier (UEI) number be assigned for all entities receiving federal grant dollars, the UEI must be registered and in good standing on SAM.gov.

For support or questions, please reach out to okemgrantssupport@oem.ok.gov and a system administrator will assist. Once the form is received and processed, the requestor will receive an email with instructions for logging on to the system.

Select Program based on jurisdiction availability (may choose multiple if applicable):

- ☐ **Emergency Management Performance Grant (EMPG)** - Available to County, City, and Tribal Governments
- ☒ **Enhanced 911 Management Authority (911)** - Available to County, City, Tribal Governments, Primary or Secondary Public Safety Answering Points (PSAPs), City or County Fire Departments or Law Enforcement Agencies; Councils of Governments (COGs); Public Districts, Public Trusts and Public Authorities; Other governmental entities that provide 9-1-1 services
- ☐ **Fire Management Assistance Grant (FMAG)** - Available to County, City, and Tribal Governments

Hazard Mitigation Assistance – Available to State Agencies, County, City, Tribal Governments, Local School Districts, Councils of Governments (COGs); Public Districts, Public Trusts and Public Authorities

- ☐ **Hazard Mitigation Grant Program (HMGP)**
- ☐ **Building Resilient Infrastructure and Communities (BRIC)**
- ☐ **Flood Mitigation Assistance (FMA)**

- ☐ **Public Assistance (PA)** – Available to State Agencies, County, City, Tribal Governments, Private Non-Profits, Coops, Schools
- ☐ **State Public Assistance Disasters (SPA)** – Available to County and City Governments

Additional Program access may be authorized outside jurisdiction/organization availability. Provide preferred program and justification below:

Authorizing Agent Information:

The Access Authorization Form must be completed and signed by the highest elected or appointed individual (authorizing agent) representing the listed jurisdiction or organization.

County Commissioners will sign off on county individuals; Mayors or Town/City Administrators will authorize and sign for town and city individuals; Superintendents for their schools; Chiefs for Tribal Governments, and CEOs for Coops and non-profits.

Authorizing Agent Name:	
Authorizing Agent Title:	
Jurisdiction/Organization:	City Of Bartlesville
Phone Number:	
Email Address:	
Person Requesting Access:	Jonathan Mosley

I _____ (authorizing agent name) hereby authorize Jonathan Mosley (person requesting access, requestor) to act on behalf of City Of Bartlesville (jurisdiction or organization you represent) on ok.emgrants.com, the online disaster grant management tool utilized by the Oklahoma Department of Emergency Management.

Authorized Access Level (access descriptions below, choose only one):

☒
☐
☐

Full Access

Limited or Contractor Access (Does not include ability to apply for or request funds/reimbursements)

Read Only/Upload Only Access

Access Level Descriptions:

Full Access: An individual with full access has the ability to apply for federal grant dollars on behalf of their jurisdiction/organization for all programs they are granted access to. They have the ability to request an advance of funds on a project, request reimbursements, complete quarterly reports, submit project closeout requests, upload documentation, request time extensions, submit scope change requests, submit project appeals, etc.; they have full authority to act on behalf of the jurisdiction/organization in regards to the grant programs they are granted access to. This access level can view all program, project, and payment information for the jurisdiction(s) they are granted access to.

Limited or Contractor Access: An individual with limited access has the ability to complete quarterly reports, submit project closeout requests, upload documentation, request time extensions, submit scope change requests, submit project appeals, etc. They **Do Not** have the ability to apply for federal grant dollars nor do they have the ability to request an advance of funds on a project, or request reimbursements on behalf of the jurisdiction/organization in regards to the grant programs they are granted access to. This access level can view all program, project, and payment information for the jurisdiction(s) they are granted access to.

Read Only/Upload Only Access: An individual with read only/upload only access has the ability to upload supporting documentation on behalf of the jurisdiction/organization as well as the ability to complete quarterly reports for all programs they are granted access to. This individual can view all program, project, and payment information for the jurisdiction(s) are granted access to but can only perform the listed actions.

Authorizing Agent's Signature: _____ Date: _____

Authorizing Agent's Name (Printed): _____

Requestor's Signature: Jonathan Mosley Date: 02/12/2025

Requestor's Name (Printed): Jonathan Mosley

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to retire, surplus, and donate K-9 Atlas to his police officer handler, Nicholas Gonzalez.

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department requests to retire, surplus, and donate K-9 Atlas to his police officer handler, Nicholas Gonzalez. This is standard practice in law enforcement due to the bond between the handler, their families, and their assigned canine partners. Oklahoma Statue Title 70 3311: B states, "Upon retiring the dog from the service it was certified to perform, the law enforcement department that handled the dog shall retain possession of the dog. The handler shall have first option of adopting the dog. If that option is not exercised, the law enforcement department shall provide for its adoption. Once adopted the dog shall not be placed back into active service".

III. RECOMMENDED ACTION

Staff recommends that the Council review and approve the retirement, surplus, and donation of K-9 Atlas to his police officer handler, Nicholas Gonzalez.

BARTLESVILLE NEXT PROGRESS REPORT - JANUARY 2025

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

BARTLESVILLE NEXT PROGRESS REPORT - JANUARY 2025

b	Formal policy requiring that utility rate studies be conducted at least every 5 years and requiring Council to utilize periodic rate studies to adopt multiyear rate plans.	A&F	10/23	100%	
c	Formal capital planning policy requiring that a 5-year Capital Improvement Plan (CIP) be prepared by Staff and adopted by the City Council concurrently with the budget every year.	A&F	10/23	100%	
2	Future budgets should include 5-year projections of revenue and expenditures for major operating funds to assist the Council and Staff in better planning for the future.	A&F	07/25	50%	Will contact Crawford & Assoc. If they are unable to provide service, then implementation may be delayed.
3	City Council will adopt a City Council Handbook that will help to guide current and future City Councils. City Manager will work with Mayor to schedule a Council workshop to discuss this item within one year of adoption of Strategic Plan.	Admin	04/24	100%	
EFFECTIVE INFRASTRUCTURE NETWORK					
Develop Asset Management Program for infrastructure.					
1	The intent of the asset management program is to compile age, material, condition, and service life of the City's infrastructure (facilities, airport, streets, storm drain, wastewater, water, signals, signs, etc.) into ESRI's GIS software to aid in planning improvement priority and capital needs.	Eng			
a	Staff will determine what items need to be tracked, what data exists, and what data needs to be collected	Eng	10/23	100%	Software selected and implementation began.
b	Select consultant to collect and populate data into ESRI.	Eng			
i	Facilities, streets, storm drains, wastewater and water	Eng	10/24	90%	Most data collected but storm drain may require comprehensive study.
ii	Signs and signals	Eng	10/25	90%	Data collected but needs to be integrated.
Improve road conditions as captured by Pavement Condition Index (PCI).					
1	Improve road conditions as captured by Pavement Condition Index (PCI).	Eng			
a	Complete PCI update currently under contract.	Eng	04/23	100%	
b	Once complete, develop several PCI score scenarios (maintain existing, desired PCI in 5 years and desired PCI in 10 years) with capital investment requirements – 6 months.	Eng	06/23	100%	
ECONOMIC VITALITY					
Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.					
1	Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.).	Comm Dev			
a	Staff will develop an RFP to select a consultant.	Comm Dev	06/23	100%	

BARTLESVILLE NEXT PROGRESS REPORT - JANUARY 2025

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

BARTLESVILLE NEXT PROGRESS REPORT - JANUARY 2025

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

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the seven months ending January 31, 2025.

Attachments:

Interim Financials for January 31, 2025

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for January 2025; these should provide sufficient information for the City Council to perform its fiduciary responsibility. All supplementary, detailed information is available for the Council's use at any time upon request. All information is subject to change pending audit.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends the approval the Interim Financials for January 31, 2025.



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

For The Seven Months Ended January 31, 2025

CITY COUNCIL

Ward 1 - Tim Sherrick

Ward 2 - Larry East

Ward 3 - Jim Curd, Mayor

Ward 4 - Aaron Kirkpatrick

Ward 5 - Trevor Dorsey, Vice Mayor

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Finance Supervisor

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REVENUE BUDGET STATUS

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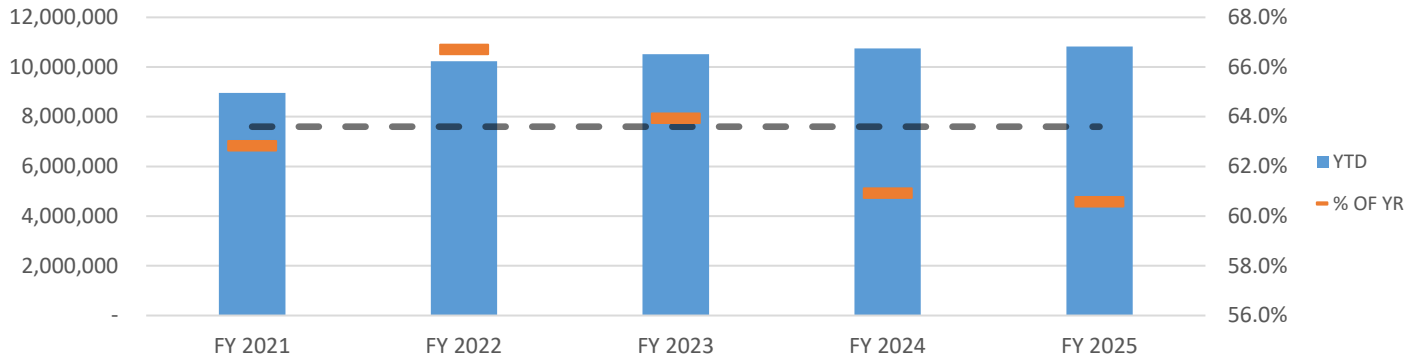
CHANGE IN FUND BALANCE

EXPLANATORY MEMO

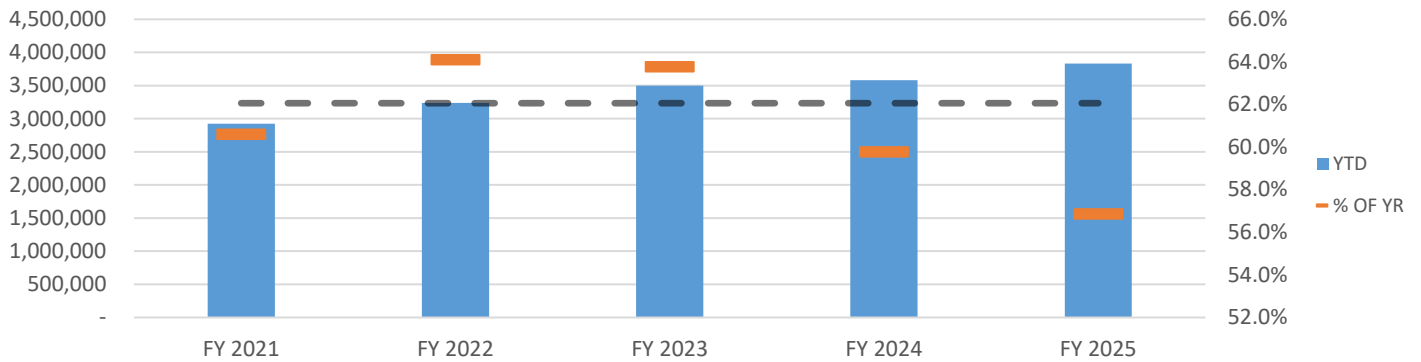
FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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

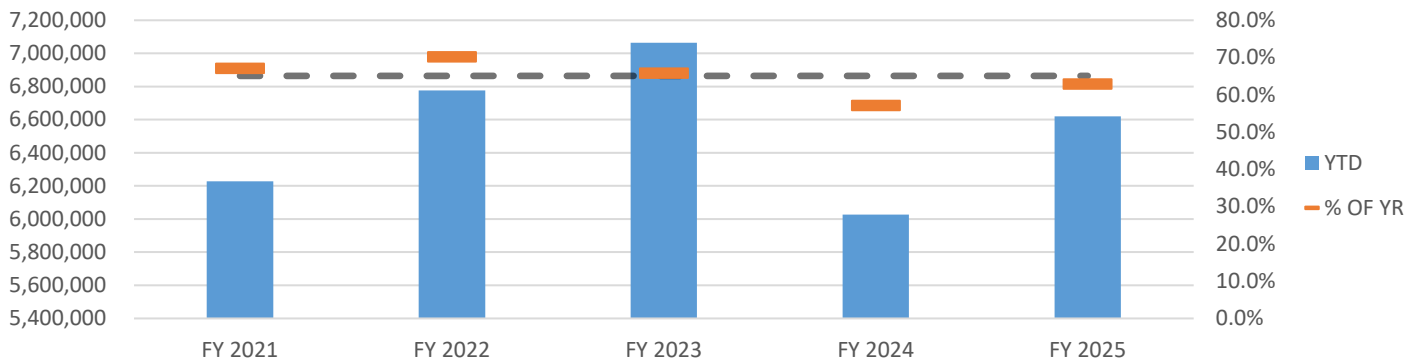
GENERAL FUND SALES TAX



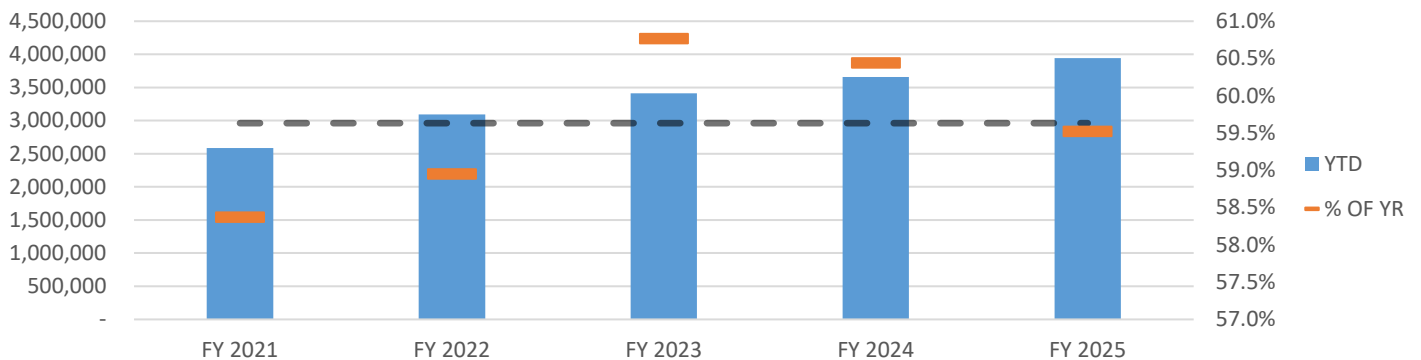
WASTEWATER FEES



WATER FEES



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

58% of Year Lapsed

	2024-25 Fiscal Year					2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	% Total Year
Revenue:							
Sales Tax	\$ 17,869,148	\$ 10,423,670	\$ 10,826,138	\$ -	\$ 10,826,138	60.6%	\$ 10,749,939 59.5%
Use Tax	4,513,154	2,632,673	2,772,867	-	2,772,867	61.4%	2,901,694 60.2%
Gross Receipt Tax	1,656,600	966,350	876,397	-	876,397	52.9%	928,581 60.5%
Licenses and Permits	260,000	151,667	196,694	-	196,694	75.7%	205,433 79.0%
Intergovernmental	629,000	366,917	353,406	-	353,406	56.2%	396,459 54.4%
Charges for Services	539,900	314,942	320,497	-	320,497	59.4%	358,509 62.3%
Court Costs	193,900	113,108	75,373	-	75,373	38.9%	106,968 57.8%
Police/Traffic Fines	393,300	229,425	132,462	-	132,462	33.7%	201,159 59.3%
Parking Fines	45,300	26,425	28,105	-	28,105	62.0%	29,495 57.4%
Other Fines	66,000	38,500	29,952	-	29,952	45.4%	35,320 55.9%
Investment Income	150,000	87,500	1,163,252	-	1,163,252	775.5%	1,934,691 91.5%
Miscellaneous Income	863,824	503,897	692,651	-	692,651	80.2%	632,237 55.5%
Transfers In	6,549,579	3,820,588	3,820,604	-	3,820,604	58.3%	3,827,388 58.3%
Total	\$ 33,729,705	\$ 19,675,662	\$ 21,288,399	\$ -	\$ 21,288,399	63.1%	\$ 22,307,873 61.2%
Expenditures:							
General Government	\$ 10,094,553	\$ 5,888,489	\$ 5,136,410	\$ 129,192	\$ 5,265,602	52.2%	\$ 4,801,449 53.4%
Public Safety	18,392,539	10,728,981	10,664,631	197,356	10,861,987	59.1%	9,896,044 58.0%
Street	2,180,609	1,272,022	1,157,915	(16,117)	1,141,798	52.4%	1,034,943 53.5%
Culture and Recreation	3,820,555	2,228,657	2,024,946	21,821	2,046,767	53.6%	1,945,458 54.4%
Transfers Out	4,787,466	2,792,689	3,072,706	-	3,072,706	64.2%	2,443,664 58.3%
Reserves	1,225,200	714,700	-	-	-	0.0%	- N.A.
Total	\$ 40,500,922	\$ 23,625,538	\$ 22,056,608	\$ 332,252	\$ 22,388,860	55.3%	\$ 20,121,558 56.3%
Changes in Fund Balance:							
Fund Balance 7/1			\$ 5,555,372				
Net Revenue (Expense)			(768,209)				
Ending Fund Balance			\$ 4,787,163				

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

58% of Year Lapsed

	2024-25 Fiscal Year						2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 6,742,581	\$ 3,933,172	\$ 3,835,232	\$ -	\$ 3,835,232	56.9%	\$ 3,581,067	58.7%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	83,000,000	48,416,667	-	-	-	0.0%	-	N.A.
Miscellaneous	30,000	17,500	106,464	-	106,464	354.9%	135,701	99.7%
Total	\$ 89,772,581	\$ 52,367,339	\$ 3,941,696	\$ -	\$ 3,941,696	4.4%	\$ 3,716,768	58.3%
Expenditures:								
Wastewater Plant	\$ 3,177,550	\$ 1,853,571	\$ 1,788,134	\$ 1,256,919	\$ 3,045,053	95.8%	\$ 2,931,402	99.2%
Wastewater Maint	993,617	579,610	534,145	8,499	542,644	54.6%	473,690	57.0%
BMA Expenses	1,500,000	875,000	-	-	-	0.0%	-	N.A.
Transfers Out	1,836,183	1,071,107	1,071,113	-	1,071,113	58.3%	960,740	58.3%
Reserves	97,138	56,664	-	-	-	0.0%	-	N.A.
Total	\$ 7,604,488	\$ 4,435,952	\$ 3,393,392	\$ 1,265,418	\$ 4,658,810	61.3%	\$ 4,365,832	80.4%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,925,118					
Net Revenue (Expense)			548,304					
Ending Fund Balance			\$ 3,473,422					

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

58% of Year Lapsed

	2024-25 Fiscal Year						2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,091,140	\$ 6,469,832	\$ 6,949,418	\$ -	\$ 6,949,418	62.7%	\$ 6,346,030	60.3%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	7,500,000	4,375,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	4,807	-	4,807	N.A.	2,293	0.3%
Total	\$ 18,591,140	\$ 10,844,832	\$ 6,954,225	\$ -	\$ 6,954,225	37.4%	\$ 6,348,323	55.6%
Expenditures:								
Water Plant	\$ 4,094,740	\$ 2,388,598	\$ 2,130,723	\$ 64,976	\$ 2,195,699	53.6%	\$ 2,120,749	57.5%
Water Administration	465,954	271,807	240,481	57,890	298,371	64.0%	253,133	61.4%
Water Distribution	2,373,912	1,384,782	1,172,548	48,243	1,220,791	51.4%	976,016	50.7%
BMA Expenses	10,775,784	6,285,874	1,910,542	306,009	2,216,551	20.6%	1,729,563	42.7%
Transfers Out	2,878,743	1,679,267	1,679,273	-	1,679,273	58.3%	1,508,085	58.3%
Reserves	252,659	147,384	-	-	-	0.0%	-	N.A.
Total	\$ 20,841,792	\$ 12,157,712	\$ 7,133,567	\$ 477,118	\$ 7,610,685	36.5%	\$ 6,587,547	52.0%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,688,787					
Net Revenue (Expense)			(179,342)					
Ending Fund Balance			\$ 7,509,445					

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

58% of Year Lapsed

	2024-25 Fiscal Year						2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
<u>Revenue:</u>								
Collection Fees	\$ 6,626,914	\$ 3,865,700	\$ 3,944,596	\$ -	\$ 3,944,596	59.5%	\$ 3,605,463	58.3%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	56,334	45,669	19,103	-	19,103	33.9%	79,944	57.8%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	<u>\$ 6,683,248</u>	<u>\$ 3,911,369</u>	<u>\$ 3,963,699</u>	<u>\$ -</u>	<u>\$ 3,963,699</u>	59.3%	<u>\$ 3,685,407</u>	58.2%
<u>Expenditures:</u>								
Sanitation	\$ 3,825,601	\$ 2,231,601	\$ 2,013,476	\$ 262,080	\$ 2,275,556	59.5%	\$ 2,076,689	58.8%
Transfers Out	2,684,272	1,565,825	1,565,832	-	1,565,832	58.3%	1,545,680	58.3%
Reserves	140,718	82,086	-	-	-	0.0%	-	N.A.
Total	<u>\$ 6,650,591</u>	<u>\$ 3,879,512</u>	<u>\$ 3,579,308</u>	<u>\$ 262,080</u>	<u>\$ 3,841,388</u>	57.8%	<u>\$ 3,622,369</u>	58.6%
<u>Changes in Fund Balance:</u>								
Fund Balance 7/1			\$ 261,319					
Net Revenue (Expense)			384,391					
Ending Fund Balance			<u>\$ 645,710</u>					

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

58% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,881,469	1,133,259	60%
E-911 Fund	1,366,836	862,203	63%
Special Library Fund	88,000	137,167	156%
Special Museum Fund	-	12,258	N/A
Municipal Airport Fund	-	431,462	N/A
Harshfield Library Donation Fund	-	4,000	N/A
Restricted Revenue Fund	91,320	24,138	26%
Golf Course Memorial Fund	-	800	N/A
CDBG-COVID	485,000	49,032	10%
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	-	N/A
Opioid Settlement Fund	364,814	304,814	84%
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	2,400	1,181	49%
Debt Service Fund	4,940,770	4,030,725	82%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,371,537	2,344,726	70%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	14,000	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	1,345	N/A
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
2023 G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	1,155,714	599,489	52%
Sooner Pool Operating Fund	71,179	41,524	58%
Frontier Pool Operating Fund	95,013	55,428	58%
Municipal Airport Operating	526,200	340,354	65%
Internal Service Funds:			
Worker's Compensation Fund	132,951	84,227	63%
Health Insurance Fund	5,530,171	3,773,405	68%
Auto Collision Insurance Fund	75,000	96,958	129%
Stabilization Reserve Fund	1,550,943	904,718	58%
Capital Improvement Reserve Fund	8,057,005	5,221,708	65%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS
Expenditure Budget Report - Budget Basis

58% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	5,708,341	2,384,749	42%
E-911 Fund	1,487,474	789,480	53%
Special Library Fund	202,000	50,704	25%
Special Museum Fund	25,100	12,264	49%
Municipal Airport Fund	1,223,924	1,187,819	97%
Harshfield Library Donation Fund	375,860	16,978	5%
Restricted Revenue Fund	306,262	88,704	29%
Golf Course Memorial Fund	46,253	22,200	48%
CDBG-COVID	485,000	64,847	13%
ARPA	500,000	291,670	58%
Justice Assistance Grant Fund	14,804	-	0%
Opioid Settlement Fund	364,814	120,000	33%
Neighborhood Park Fund	62,723	-	0%
Cemetery Care Fund	15,009	-	0%
Debt Service Fund	4,940,770	1,682,460	34%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	9,388,897	2,138,029	23%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	87,205	10,017	11%
Wastewater Regulatory Capital Fund	584,032	-	0%
City Hall Capital Improvement Fund	227,358	-	0%
Storm Drainage Capital Improvement Fund	55,093	-	0%
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	31,386	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	327,431	326,564	100%
2019B G.O. Bond Fund	341,460	10,000	3%
2021A G.O. Bond Fund	526,494	503,075	96%
2022 G.O. Bond Fund	3,223,984	2,317,953	72%
2023 G.O. Bond Fund	6,337,154	1,275,800	20%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,265,657	733,759	58%
Sooner Pool Operating Fund	78,002	37,844	49%
Frontier Pool Operating Fund	92,382	43,774	47%
Municipal Airport Operating	706,086	433,278	61%
Internal Service Funds:			
Worker's Compensation Fund	430,000	76,001	18%
Health Insurance Fund	5,531,208	3,786,748	68%
Auto Collision Insurance Fund	443,559	98,817	22%
Stabilization Reserve Fund	14,776,368	-	0%
Capital Improvement Reserve Fund	20,453,000	3,729,425	18%
Mausoleum Trust Fund	8,515	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

58% of Year Lapsed

	Beginning of Year	Change	Current
Special Revenue Funds:			
Economic Development Fund	3,982,024	(823,241)	3,158,783
E-911 Fund	212,689	75,137	287,826
Special Library Fund	338,451	87,884	426,335
Special Museum Fund	163,780	(6)	163,774
Municipal Airport Fund	-	119,148	119,148
Harshfield Library Donation Fund	435,622	(12,953)	422,669
Restricted Revenue Fund	259,665	16,615	276,280
Golf Course Memorial Fund	49,914	(21,194)	28,720
CDBG-COVID	-	-	-
ARPA	1,732,952	(291,670)	1,441,282
Justice Assistance Grant Fund	14,804	-	14,804
Opioid Settlement Fund	-	304,814	304,814
Neighborhood Park Fund	64,343	-	64,343
Cemetery Care Fund	13,038	1,181	14,219
Debt Service Fund	3,610,645	2,348,265	5,958,910
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,360,355	401,836	6,762,191
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	140,792	7,433	148,225
Wastewater Regulatory Capital Fund	397,676	(9,037)	388,639
City Hall Capital Improvement Fund	180,119	47,880	227,999
Storm Drainage Capital Improvement Fund	59,177	1,345	60,522
Community Development Block Grant Fund	211,387	-	211,387
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	-	-	-
2014B G.O. Bond Fund	3,885	-	3,885
2015 G.O. Bond Fund	-	-	-
2017 G.O. Bond Fund	-	-	-
2018A G.O. Bond Fund	-	-	-
2018B G.O. Bond Fund	31,386	-	31,386
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	(298,434)	28,997
2019B G.O. Bond Fund	350,641	-	350,641
2021A G.O. Bond Fund	526,494	(333,041)	193,453
2022A G.O. Bond Fund	3,112,203	(1,197,830)	1,914,373
2023 G.O. Bond Fund	6,564,913	(943,368)	5,621,545
Proprietary Funds:			
Adams Golf Course Operating Fund	136,622	(133,168)	3,454
Sooner Pool Operating Fund	40,167	2,890	43,057
Frontier Pool Operating Fund	54,603	11,564	66,167
Municipal Airport Operating	431,254	(77,958)	353,296
Internal Service Funds:			
Worker's Compensation Fund	321,209	15,646	336,855
Health Insurance Fund	3,001	6,657	9,658
Auto Collision Insurance Fund	496,502	17,017	513,519
Stabilization Reserve Fund	13,225,425	904,718	14,130,143
Capital Improvement Reserve Fund	21,349,355	2,729,108	24,078,463
Mausoleum Trust Fund	8,709	-	8,709



FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

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

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

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

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

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

These analyses are presented in the final manner:

Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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

(Published in Bartlesville, OK Examiner-Enterprise 1/29/2025, 2/1/2025, & 2/5/2025)

INVITATION FOR BIDS

City of Bartlesville Reconstruction of Yale Drive from E. Frank Phillips Blvd. to SE. Adams Blvd. Bid No. 2024-2025-012

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 19th day of February, 2025 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Plans, specifications, and contract documents may be examined in this office and are available at a nonrefundable charge of **\$25.00** or they can be requested and received via email at no charge (kdtoulou@cityofbartlesville.org).

No documents will be mailed until payment is received in full.

A mandatory pre-bid conference will be held on February 10th, 2025 at 10:00 a.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

The major work on the project shall consist of the following:

2,082	TON	Superpave Type S3 (PG 64-22 OK)
694	TON	Superpave Type S5 (PG 64-22 OK)
3	EA	22" Asphalt Speed Hump
8,261	SY	Removal of Concrete Pavement

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Reconstruction of Yale Drive from E. Frank Phillips Blvd. to SE. Adams Blvd., Bid No. 2024-2025-012**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

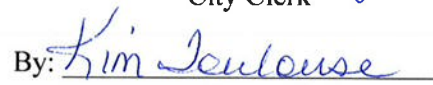
Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and Holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 24th day of January, 2025.


City Clerk

By: 
Deputy Clerk

INV-1

(Published in Bartlesville, OK Examiner-Enterprise 2/1/2025, 2/5/2025, & 2/8/2025)

INVITATION FOR BIDS

City of Bartlesville Madison Boulevard Reconstruction from Tuxedo to Water Tower Bid No. 2024-2025-013

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 24th day of February, 2025 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Plans, specifications, and contract documents may be examined in this office and are available at a nonrefundable charge of **\$25.00** or they can be requested and received via email at no charge (kdtoulou@cityofbartlesville.org).

No documents will be mailed until payment is received in full.

A mandatory pre-bid conference will be held on February 10th, 2025 at 11:00 a.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

The major work on the project shall consist of the following:

1,022	TON	Superpave Type S3 (PG 64-22 OK)
2,047	TON	Superpave Type S4 (PG 64-22 OK)
1,523	CY	Unclassified Excavation
6,512	SY	Removal of Asphalt Pavement
5,185	LF	Combined Curb and Gutter (6" Barrier)

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Madison Boulevard Reconstruction from Tuxedo to Water Tower, Bid No. 2024-2025-013**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and Holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 29th day of January, 2025.

Jason Muninger

City Clerk

By: Kim Toulouse

Deputy Clerk

INV-1

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2024-2025-012 for the Yale Drive Reconstruction Project.

B. ATTACHMENTS:

Bid Tabulation
CEC Bid Award Recommendation

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

A. PROJECT DESCRIPTION:

This project is a priority project included in the 2022 issuance of the voter-approved 2020 General Obligation Bond (GO Bond). The project consists of reconstructing Yale Drive from Adams Boulevard to Frank Phillips Boulevard, including Yale Place from Adams Boulevard to Yale Drive. The project will consist of removing the existing concrete while salvaging the curb and gutter and reconstructing with an asphalt paving section. Yale Drive currently has speed humps that will be reconstructed as well. All items of work were included in the Base Bid with no Bid Alternates.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, seven (7) contractors obtained copies of the bid documents and six (6) contractors attended the mandatory pre-bid meeting. Four (4) contractors submitted a bid. The base bids were as follows:

KSL Dirtworks, LLC (Bartlesville, OK)	\$572,306.06
Tri-Star Construction (Tulsa, OK)	\$623,000.00
Brent Bell Construction (Nowata, OK)	\$782,216.80
Core Civil Construction (Collinsville, OK)	\$987,266.00

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. Each bid had all of the necessary components and was mathematically correct.

C. BUDGET AMOUNT:

\$850,000.00 was originally budgeted for the project in the 2020 GO Bond. \$53,855.00 has been spent to date on design fees, leaving \$761,145.00 remaining for construction. The lowest compliant bid by KSL Dirtworks, LLC of \$572,306.06 is \$223,838.94 under the remaining budget.

III. RECOMMENDED ACTION

KSL Dirtworks, LLC is a local construction contractor who specializes in concrete and asphalt roadway and utility work. They have completed projects successfully for the City of Bartlesville in the past and have provided information confirming they have the bonding capacity and technical expertise to complete this project and our design consultant, CEC, has provided a bid award recommendation in favor of awarding to KSL Dirtworks, LLC.

Staff recommends awarding the base bid to KSL Dirtworks, LLC in the amount of \$572,306.06.

/s/ Trevor Dorsey

Council Member

February 26, 2025

Date




BID TABULATION

Yale Drive Reconstruction: Bartlesville, OK
Bid No.: 2024-2025-012
Bid Opening: 2/21/2025

BASE BID-ROADWAY					Engineer's Estimate		Brent Bell Construction, LLC		Core Civil Construction, LLC		KSL Dirtworks, LLC		Tri-Star Construction	
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	201(A)	CLEARING AND GRUBBING	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 110.21	\$ 110.21	\$ 3,800.00	\$ 3,800.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	1,386	\$ 40.00	\$ 55,440.00	\$ 50.00	\$ 69,300.00	\$ 51.00	\$ 70,686.00	\$ 24.33	\$ 33,721.38	\$ 18.00	\$ 24,948.00
3	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00	\$ 567.69	\$ 567.69	\$ 750.00	\$ 750.00
4	221(D)	TEMPORARY SEDIMENT FILTER	EA	13	\$ 500.00	\$ 6,500.00	\$ 400.00	\$ 5,200.00	\$ 250.00	\$ 3,250.00	\$ 435.33	\$ 5,659.29	\$ 100.00	\$ 1,300.00
5	230(A)	SOLID SLAB SODDING	SY	1,767	\$ 8.00	\$ 14,136.00	\$ 7.30	\$ 12,899.10	\$ 10.00	\$ 17,670.00	\$ 7.66	\$ 13,535.22	\$ 4.05	\$ 7,156.35
6	303(A)	AGGREGATE BASE TYPE A	CY	1,386	\$ 65.00	\$ 90,090.00	\$ 74.00	\$ 102,564.00	\$ 70.00	\$ 97,020.00	\$ 47.17	\$ 65,377.62	\$ 67.00	\$ 92,862.00
7	310(B)	SUBGRADE METHOD B	SY	8,311	\$ 4.00	\$ 33,244.00	\$ 2.50	\$ 20,777.50	\$ 5.00	\$ 41,555.00	\$ 2.45	\$ 20,361.95	\$ 2.00	\$ 16,622.00
8	325	SEPARATOR FABRIC	SY	10,080	\$ 3.00	\$ 30,240.00	\$ 1.95	\$ 19,656.00	\$ 3.00	\$ 30,240.00	\$ 1.77	\$ 17,841.60	\$ 1.40	\$ 14,112.00
9	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	2,082	\$ 115.00	\$ 239,430.00	\$ 120.60	\$ 251,089.20	\$ 125.00	\$ 260,250.00	\$ 95.79	\$ 199,434.78	\$ 105.00	\$ 218,610.00
10	411(D)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	694	\$ 150.00	\$ 104,100.00	\$ 121.50	\$ 84,321.00	\$ 140.00	\$ 97,160.00	\$ 115.91	\$ 80,441.54	\$ 115.00	\$ 79,810.00
11	411(M)	22" ASPHALT SPEED HUMP	EA	3	\$ 4,500.00	\$ 13,500.00	\$ 3,000.00	\$ 9,000.00	\$ 1,500.00	\$ 4,500.00	\$ 3,355.65	\$ 10,066.95	\$ 4,000.00	\$ 12,000.00
12	609(B)	COMBINED CURB AND GUTTER (6" BARRIER)	LF	205	\$ 40.00	\$ 8,200.00	\$ 47.25	\$ 9,686.25	\$ 35.00	\$ 7,175.00	\$ 52.33	\$ 10,727.65	\$ 50.00	\$ 10,250.00
13	610(A)	CONCRETE SIDEWALK (4')	SY	18	\$ 100.00	\$ 1,800.00	\$ 68.25	\$ 1,228.50	\$ 95.00	\$ 1,710.00	\$ 177.95	\$ 3,203.10	\$ 75.00	\$ 1,350.00
14	612(A)	MANHOLE ADJUSTED TO GRADE (PUBLIC)	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 1,100.00	\$ 4,400.00	\$ 1,500.00	\$ 6,000.00	\$ 923.91	\$ 3,695.64	\$ 1,030.00	\$ 4,120.00
15	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 110.21	\$ 110.21	\$ 1,700.00	\$ 1,700.00
16	619(B)	REMOVAL OF CONCRETE PAVEMENT	SY	8,261	\$ 15.00	\$ 123,915.00	\$ 10.00	\$ 82,610.00	\$ 25.00	\$ 206,525.00	\$ 6.54	\$ 54,026.94	\$ 5.00	\$ 41,305.00
17	619(B)	REMOVAL OF CURB AND GUTTER	LF	205	\$ 25.00	\$ 5,125.00	\$ 15.75	\$ 3,228.75	\$ 25.00	\$ 5,125.00	\$ 8.89	\$ 1,822.45	\$ 12.00	\$ 2,460.00
18	619(B)	REMOVAL OF SIDEWALK	SY	18	\$ 20.00	\$ 360.00	\$ 36.75	\$ 661.50	\$ 50.00	\$ 900.00	\$ 49.75	\$ 895.50	\$ 20.00	\$ 360.00
19	641	MOBILIZATION	EA	1	\$ 75,000.00	\$ 75,000.00	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00	\$ 60,000.00	\$ 5,510.50	\$ 5,510.50	\$ 47,064.65	\$ 47,064.65
20	642	CONSTRUCTION STAKING LEVEL II	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,838.44	\$ 2,838.44	\$ 2,750.00	\$ 2,750.00
21	855(A)	TRAFFIC STRIPE (12" WIDE) (PLASTIC)	LF	450	\$ 12.00	\$ 5,400.00	\$ 12.60	\$ 5,670.00	\$ 10.00	\$ 4,500.00	\$ 16.53	\$ 7,438.50	\$ 12.60	\$ 5,670.00
22	880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 8,925.00	\$ 8,925.00	\$ 10,000.00	\$ 10,000.00	\$ 9,918.90	\$ 9,918.90	\$ 9,000.00	\$ 9,000.00
23	SPECIAL	ENGINEER'S ALLOWANCE	LSUM	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
PROJECT TOTAL =					\$	887,480.00	\$	782,216.80	\$	987,266.00	\$	572,306.06	\$	623,000.00

RECOMMENDED:

2.26.25

JACOB CAMPBELL, P.E.


2.26.2025
CITY ENGINEER



February 26, 2025

City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003

Attention: Micah Siemers

RE: Bid No.: 2024-2025-012
Project name: Yale Drive Reconstruction

Bids for the above-mentioned project were received and opened publicly on February 21, 2025. There were four bids received, with pricing ranging from \$572,306.06 (low) to \$987,266.00 (highest). Basis of Award was Total Roadway Bid.

The apparent low bidder is KSL Dirtworks, LLC for the Basis of Award with a Total Roadway Bid of \$572,306.06. KSL Dirtworks' bid was 35.51% below the Engineer's Estimate of \$887,480.00 for the Total Roadway Bid.

We recommend KSL Dirtworks, LLC be awarded the contract for the Total Roadway Bid in the amount of \$572,306.06.

Submitted by:

Jacob Campbell, P.E.
CEC Corporation
CA #32, Exp 06/30/26

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2024-2025-013 for the Madison Boulevard Reconstruction Project.

B. ATTACHMENTS:

Bid Tabulation
Delaware Tribe Agreement

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

A. PROJECT DESCRIPTION:

This project is a priority project included in the 2023 issuance of the voter-approved 2020 General Obligation Bond (GO Bond). The project consists of reconstructing Madison Boulevard from Tuxedo Boulevard to the water tower located approximately ½ mile north of Tuxedo Boulevard. The existing roadway is a narrow, asphalt road with open ditches that does not meet current City of Bartlesville roadway standards. The project will consist of removing the existing roadway and reconstructing with widened, 33' wide, asphalt street with concrete curb and gutter. Designated left turn lanes will be included at the Ohio intersection and the Tuxedo intersection will provide a left turn lane and a thru/right turn lane for southbound traffic. All items of work were included in the Base Bid with no Bid Alternates.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, seven (7) contractors obtained copies of the bid documents and attended the mandatory pre-bid meeting. Five (5) contractors submitted a bid. The base bids were as follows:

KSL Dirtworks, LLC (Bartlesville, OK)	\$1,080,345.43
Brent Bell Construction (Nowata, OK)	\$1,127,279.65
Core Civil Construction (Collinsville, OK)	\$1,162,451.93
Tri-Star Construction (Tulsa, OK)	\$1,180,000.00
Gradeline Construction (Tulsa, OK)	\$1,507,169.90

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. Each bid had all of the necessary components and was mathematically correct.

C. BUDGET AMOUNT:

The budget for this project includes multiple funding sources. The original budget for the project approved in the 2020 GO Bond was for \$225,000. The project was originally planned to consist of a heavy overlay with edge level-up similar to what was done on Minnesota between US 75 and Madison Boulevard a couple of years ago. In 2023, the Delaware Tribe came to the City of Bartlesville with plans to further develop their property on the west side of Madison Boulevard, north of Tuxedo. The plans for that development would require platting which would trigger their responsibility to improve the west side of Madison Boulevard along their property frontage. Since the City already had plans to make some improvements to Madison, an additional \$500,000 was identified in the Capital Reserve Fund to supplement the original \$225,000 GO Bond funding to be able to reconstruct the east side of Madison Boulevard. Rather than having the Delaware Tribe do their work before City funding was available, the City entered into an agreement with the Delaware Tribe in November, 2023, to provide half of the cost of the roadway reconstruction based upon a construction estimate provided by their design consultant. The agreement was that the Delaware Tribe's share would not exceed \$900,000 and would be based upon the cost once the project was bid. Thus, the total available budget is \$1,450,000 if we use the City's \$725,000 as half of the project cost and the Delaware Tribe covers the other half. While the Tribe agreed to pay up to \$900,000, staff believed the original estimate was high and that it would not exceed more than the \$1.45MM total available if using the City's budgeted amount. The lowest compliant bid by KSL Dirtworks, LLC of \$1,080,345.43 is \$369,654.87 under the available budget. Half of that would be savings towards the Delaware Tribe and half would be savings towards City funding so it is \$184,827.43 under the available City budget.

Staff will reach out to the Delaware Tribe to begin the process of receiving their share of the project cost upon award of the contract.

III. RECOMMENDED ACTION

KSL Dirtworks, LLC is a local construction contractor who specializes in concrete and asphalt roadway and utility work. They have completed projects successfully for the City of Bartlesville in the past and have provided information confirming they have the bonding capacity and technical expertise to complete this project.

Staff recommends awarding the base bid to KSL Dirtworks, LLC in the amount of \$1,080,345.43.

/s/ Trevor Dorsey

Type text here

Council Member

2/26/25

Date

			KSL Dirtworks		Brent Bell Construction		Core Civil Construction		Tri-Star Construction		Gradeline Construction	
ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT
1,022.00	TON	2.0" TYPE "S4" (PG 64-22 OK)	\$ 90.66	\$ 92,654.52	\$ 101.50	\$ 103,733.00	\$ 105.25	\$ 107,565.50	\$ 101.00	\$ 103,222.00	\$ 102.25	\$ 104,499.50
2,047.00	TON	4.0" TYPE "S3" (PG 64-22 OK)	\$ 87.35	\$ 178,805.45	\$ 98.50	\$ 201,629.50	\$ 93.25	\$ 190,882.75	\$ 98.00	\$ 200,606.00	\$ 90.50	\$ 185,253.50
1,737.00	CY	6.0" ODOT TYPE 'A' AGGREGATE BASE	\$ 45.97	\$ 79,849.89	\$ 42.75	\$ 74,256.75	\$ 50.00	\$ 86,850.00	\$ 51.00	\$ 88,587.00	\$ 75.00	\$ 130,275.00
10,500.00	SY	8.0" SUBGRADE METHOD B	\$ 1.54	\$ 16,170.00	\$ 1.75	\$ 18,375.00	\$ 2.00	\$ 21,000.00	\$ 1.75	\$ 18,375.00	\$ 2.25	\$ 23,625.00
12,405.00	SY	SEPARATOR FABRIC	\$ 1.37	\$ 16,994.85	\$ 1.52	\$ 18,855.60	\$ 2.00	\$ 24,810.00	\$ 1.30	\$ 16,126.50	\$ 1.50	\$ 18,607.50
686	GAL	TACK COAT	\$ 5.05	\$ 3,464.30	\$ 1.50	\$ 1,029.00	\$ 3.50	\$ 2,401.00	\$ 4.50	\$ 3,087.00	\$ 3.40	\$ 2,332.40
5,185.00	LF	COMBINED CURB & GUTTER	\$ 22.05	\$ 114,329.25	\$ 28.00	\$ 145,180.00	\$ 20.00	\$ 103,700.00	\$ 21.00	\$ 108,885.00	\$ 40.00	\$ 207,400.00
2,658.00	SY	5' SIDEWALK	\$ 41.09	\$ 109,217.22	\$ 56.00	\$ 148,848.00	\$ 54.00	\$ 143,532.00	\$ 74.00	\$ 196,692.00	\$ 80.00	\$ 212,640.00
61	LF	43 ¾" X 26 5/8" ARCP	\$ 129.09	\$ 7,874.49	\$ 205.00	\$ 12,505.00	\$ 250.00	\$ 15,250.00	\$ 225.00	\$ 13,725.00	\$ 280.00	\$ 17,080.00
1	EA	FLARED END SECTION FOR 43 ¾" X 26 5/8" ARCP	\$ 2,488.04	\$ 2,488.04	\$ 2,750.00	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	\$ 3,950.00	\$ 3,950.00	\$ 3,075.00	\$ 3,075.00
1	EA	STANDARD CURB INLET 25' OPENING	\$ 19,430.77	\$ 19,430.77	\$ 26,000.00	\$ 26,000.00	\$ 17,250.00	\$ 17,250.00	\$ 20,200.00	\$ 20,200.00	\$ 24,000.00	\$ 24,000.00
1	EA	STANDARD CURB INLET 33' OPENING	\$ 23,462.25	\$ 23,462.25	\$ 31,000.00	\$ 31,000.00	\$ 21,250.00	\$ 21,250.00	\$ 24,600.00	\$ 24,600.00	\$ 25,000.00	\$ 25,000.00
1,523.00	CY	UNCLASSIFIED EXCAVATION	\$ 67.63	\$ 103,000.49	\$ 20.00	\$ 30,460.00	\$ 10.00	\$ 15,230.00	\$ 10.00	\$ 15,230.00	\$ 30.00	\$ 45,690.00
1,867.00	CY	UNCLASSIFIED BORROW + 20%	\$ 1.10	\$ 2,053.70	\$ 30.00	\$ 56,010.00	\$ 10.00	\$ 18,670.00	\$ 6.60	\$ 12,322.20	\$ 36.00	\$ 67,212.00
344	CY	EXCESS EXCAVATION	\$ 71.78	\$ 24,692.32	\$ 5.00	\$ 1,720.00	\$ 25.00	\$ 8,600.00	\$ 35.00	\$ 12,040.00	\$ 30.00	\$ 10,320.00
6,512.00	SY	REMOVAL OF ASPHALT PAVEMENT	\$ 2.89	\$ 18,819.68	\$ 5.00	\$ 32,560.00	\$ 15.00	\$ 97,680.00	\$ 2.50	\$ 16,280.00	\$ 15.00	\$ 97,680.00
110	LF	REMOVAL OF EXISTING PIPE	\$ 9.30	\$ 1,023.00	\$ 5.00	\$ 550.00	\$ 25.00	\$ 2,750.00	\$ 21.50	\$ 2,365.00	\$ 20.00	\$ 2,200.00
198	LF	REMOVAL OF CURB & GUTTER	\$ 4.61	\$ 912.78	\$ 10.00	\$ 1,980.00	\$ 15.00	\$ 2,970.00	\$ 3.50	\$ 693.00	\$ 8.00	\$ 1,584.00
5	EA	REMOVE AND RESET EXISTING SIGNS	\$ 303.08	\$ 1,515.40	\$ 275.00	\$ 1,375.00	\$ 525.00	\$ 2,625.00	\$ 290.00	\$ 1,450.00	\$ 300.00	\$ 1,500.00
46	LF	REMOVAL OF SIDEWALK	\$ 10.80	\$ 496.80	\$ 10.00	\$ 460.00	\$ 25.00	\$ 1,150.00	\$ 3.00	\$ 138.00	\$ 20.00	\$ 920.00
18,405.00	SY	SOLID SLAB SODDING	\$ 4.35	\$ 80,061.75	\$ 3.95	\$ 72,699.75	\$ 4.15	\$ 76,380.75	\$ 4.75	\$ 87,423.75	\$ 3.95	\$ 72,699.75
2,025.00	LF	TEMPORARY SILT FENCE	\$ 2.66	\$ 5,386.50	\$ 2.95	\$ 5,973.75	\$ 3.10	\$ 6,277.50	\$ 3.10	\$ 6,277.50	\$ 3.50	\$ 7,087.50
2	EA	ROCK BAG BARRIER	\$ 886.54	\$ 1,773.08	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00	\$ 225.00	\$ 450.00	\$ 350.00	\$ 700.00
30	SY	12" RIPRAP W/ FILTER FABRIC MAT	\$ 71.15	\$ 2,134.50	\$ 34.00	\$ 1,020.00	\$ 85.00	\$ 2,550.00	\$ 72.00	\$ 2,160.00	\$ 80.00	\$ 2,400.00
1	LS	TYPE A SALVAGED TOPSOIL	\$ 36,047.88	\$ 36,047.88	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 26,182.55	\$ 26,182.55	\$ 15,000.00	\$ 15,000.00
1	LS	CLEARING & GRUBBING	\$ 17,744.07	\$ 17,744.07	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 29,500.00	\$ 29,500.00	\$ 20,000.00	\$ 20,000.00
1	LS	TRAFFIC CONTROL	\$ 23,364.52	\$ 23,364.52	\$ 14,000.00	\$ 14,000.00	\$ 13,471.75	\$ 13,471.75	\$ 14,700.00	\$ 14,700.00	\$ 30,000.00	\$ 30,000.00
1	LS	MOBILIZATION	\$ 16,917.24	\$ 16,917.24	\$ 16,659.30	\$ 16,659.30	\$ 56,456.93	\$ 56,456.93	\$ 84,000.00	\$ 84,000.00	\$ 100,000.00	\$ 100,000.00
1	LS	CONSTRUCTION STAKING LEVEL II	\$ 14,327.30	\$ 14,327.30	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 4,900.00	\$ 4,900.00	\$ 15,000.00	\$ 15,000.00
1	LS	SWPPP DOCUMENTATION AND MANAGEMENT	\$ 551.05	\$ 551.05	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,700.00	\$ 5,700.00	\$ 3,000.00	\$ 3,000.00
1	EA	ENGINEER'S ALLOWANCE	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
210	LF	4" DOTTED WHITE LANE LINE	\$ 2.20	\$ 462.00	\$ 2.00	\$ 420.00	\$ 3.65	\$ 766.50	\$ 2.10	\$ 441.00	\$ 2.15	\$ 451.50
505	LF	4" SOLID WHITE LANE LINE	\$ 2.20	\$ 1,111.00	\$ 2.00	\$ 1,010.00	\$ 3.65	\$ 1,843.25	\$ 2.10	\$ 1,060.50	\$ 2.15	\$ 1,085.75
2,410.00	LF	4" SOLID DOUBLE YELLOW LANE LINE	\$ 2.76	\$ 6,651.60	\$ 2.00	\$ 4,820.00	\$ 3.65	\$ 8,796.50	\$ 2.10	\$ 5,061.00	\$ 2.15	\$ 5,181.50
100	LF	PEDESTRIAN CROSSING LANE	\$ 24.25	\$ 2,425.00	\$ 12.00	\$ 1,200.00	\$ 36.75	\$ 3,675.00	\$ 12.60	\$ 1,260.00	\$ 13.00	\$ 1,300.00
8	EA	SOLID WHITE TURNING LANE ARROW	\$ 275.53	\$ 2,204.24	\$ 200.00	\$ 1,600.00	\$ 341.25	\$ 2,730.00	\$ 210.00	\$ 1,680.00	\$ 215.00	\$ 1,720.00
50	LF	STOP LINE	\$ 38.57	\$ 1,928.50	\$ 12.00	\$ 600.00	\$ 36.75	\$ 1,837.50	\$ 12.60	\$ 630.00	\$ 13.00	\$ 650.00
		TOTAL		\$ 1,080,345.43		\$ 1,127,279.65		\$ 1,162,451.93		\$ 1,180,000.00		\$ 1,507,169.90

DEVELOPMENT AGREEMENT

DELAWARE TRIBE COMMUNITY IMPROVEMENT PROJECT

THIS DEVELOPMENT AGREEMENT made this 20th day of November, 2023, by and between The Delaware Tribe of Indians, a federally-recognized Indian tribe, hereinafter referred to as “the Developer”, being the record owner of approximately 78 acres more or less of property described below, and the City of Bartlesville, Oklahoma, a Municipal Corporation, 401 S. Johnstone Avenue, Bartlesville, Oklahoma 74003, hereinafter referred to as “the City”; and

WHEREAS, the Developer obtained conditional approval of a Planned Unit Development (PUD) Amendment and Site Development Plan from the Bartlesville City Planning Commission on September 22, 2022 (Case No. PUD-0822-0023/24), and conditional approval of a Final Plat for The Lenape 2nd Addition from the Bartlesville City Council on September 5, 2023, with respect to the development of property more particularly described as:

Lots 1 and 2, Block 1, and all of Block 2, Lenape Addition, Bartlesville, Washington County, Oklahoma according to the recorded plat thereof, AND, a part of the East Half of the Southeast Quarter of Section 4, Township 26 North, Range 13 East of the Indian Meridian, Bartlesville, Washington County, Oklahoma.

and hereinafter referred to as “the Property”; and,

WHEREAS, the Developer plans to build various residential and non-residential improvements on the Property, including a Recreation Center/Gymnasium, and the conditional approvals of the PUD Amendment, Site Development Plan, and Final Plat require 1) the improvement of the west half of Madison Boulevard from Tuxedo Boulevard to Ohio Street prior to issuance of a building permit for the Recreation Center/Gymnasium and the recordation of the Lenape 2nd Addition Final Plat, and 2) the improvement of the west half of Madison Boulevard from Ohio Street to the City-owned water tower property prior to issuance of any building permits for development north of Ohio Street / Ohio Street alignment on the Property (the “Improvement Projects”); and,

WHEREAS, improvement to the west side of Madison Boulevard is required to be to the standards in the Subdivision Regulations and city code, including a pavement width that is half of the total required width for an arterial, with curb and gutter, stormwater conveyance, and sidewalk; and,

WHEREAS, the City desires simultaneous improvement to both halves of Madison Boulevard, but is not yet situated to begin said improvement, while the Developer is presently situated to begin.

NOW, THEREFORE, in consideration of the conditions and provisions hereinafter set forth, the above stated parties to this agreement hereby state as follows:



1. The City's Subdivision Regulations, Ordinances, Resolutions, and other Policies of the City with respect only to the Improvement Projects are hereby incorporated by reference in this Agreement as if herein fully set forth and shall in all respects be binding upon the Developer, except as may be modified by this Agreement.
2. The Developer agrees to provide up to \$900,000.00 to the City for improvement of the west half of Madison Boulevard from Tuxedo Boulevard to the City-owned water tower property to satisfy this condition of approval in lieu of actual improvements for recordation of the Lenape 2nd Addition Final Plat, the issuance of a building permit for the Recreation Center/Gymnasium, and the issuance of building permits for development of the Property north of Ohio Street / Ohio Street alignment; provided, however, the funds for the Improvement Projects will not be paid by the Developer to the City until actual construction costs to complete the Improvement Projects have been determined through the City's bidding process and payment becomes due through the successful bid. The City further agrees for a representative for the Developer to be a part of the bidding review and consideration process.
3. Both parties agree that time is of the essence. The City agrees to put out bids no later than the first quarter of 2024, and the City acknowledges the Improvement Projects must be completed by December 31, 2026. If the actual construction costs exceed \$900,000.00, the Developer agrees to pay the excess costs up to \$50,000.00 as long as the increase in costs are not due to any fault or delay of the City.
4. The Developer agrees to complete sidewalk installation along the south side of Ohio Street to Barbara Street, and connect to the existing sidewalk on the east side of Barbara Street prior to issuance of a Certificate of Occupancy for the Recreation Center/Gymnasium.
5. The Developer agrees to dedicate required Right of Way for the west half of Madison Boulevard as determined by the City Engineer prior to issuance of a Certificate of Occupancy for the Recreation Center/Gymnasium.
6. The Developer shall be responsible to record this Agreement with the County Clerk's Office of Washington County and to furnish the City a copy of the Agreement as recorded.
7. The Developer acknowledges that in the event they breach any provision of this Agreement, the City may withhold approval of any or all building permit applications, certificates of occupancy, or other development permit or land use application.
8. The City agrees to cooperate with the Developer to provide upon request all necessary documents and records that may be needed for any government audit of the use of any funds for the Improvement Projects.
9. The parties to this Agreement acknowledge that the terms hereof are contractual and not a mere recital. Furthermore, the parties also acknowledge that this Agreement shall be filed

of record with the Washington County Clerk's Office, and that it shall run with the Property, and shall bind the parties, their successors in interest, and all assigns.

[SIGNATURE PAGE TO FOLLOW]

22 day of November, 2023, in Bartlesville, Oklahoma.

By: Brad KillsCrow
Brad KillsCrow, Chief

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22 day of November, 2023, personally appeared BRAD KILLSCROW, as Chief of The Delaware Tribe of Indians, the entity which executed the forgoing instrument, and acknowledged that he did sign said instrument as such officer on behalf of said Tribe, duly authorized; that said instrument was signed as his free act and deed individually, and the free act and deed of said Tribe.

Emily Brenu

 **EMILY JANE BROWN**
MY COMMISSION # 22011081
EXPIRES: August 15, 2026


Dale Copeland, Mayor

Date November 20, 2023

City Clerk

~~s/~~(City Seal)



Delaware Tribe Community Improvement

EXHIBIT A

AERIAL PHOTOGRAPHY & BOUNDARY DEPICTION WITH ADJACENT DEVELOPMENTS



NORTH



The update information will be provided at the meeting.

The presentation will be provided at the meeting.