

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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

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

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

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Curd.
- 2. Roll Call and Establishment of a Quorum.
- 3. Invocation by Kristy Rodgers, Commissioned Pastor, First Presbyterian Church.
- 4. Public Comments on Agenda Items.
- 5. City Council Announcements and Proclamations.
 - Presentation of Gold Lifesaving Award to Firefighters Daniel Barham and Derek Tampleton.
 - Presentation of Bartlesville Fire Department Unit Award to A-Shift Station 4s Crew Captain Bryan Tate, Firefighter Colby Williams, Firefighter Daniel Barham and Firefighter Derek Tampleton.
 - Extra Mile Day Proclamation November 1, 2025 Recognition of volunteerism and service within the community.

6. Authorities, Boards, Commissions and Committees

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

7. Consent Docket

a. Approval of Minutes

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

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

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

c. Approval of Resolutions

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

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

- i. Professional Services Agreement with ARC Document Solution to provide file digitization services for the City of Bartlesville in the amount of \$7,744.00.
- ii. Extension of an existing service agreement with United Community Action Program for the CityRide community transportation program in the amount of \$55,000 annually.
- iii. Business Services Agreement between the City and Bluepeak at a monthly fee of \$250.00 with an initial \$100 installation fee.
- iv. Service Agreement with Municipal Finance Services for continuing disclosure and fee schedule in the amount of \$3,500.
- v. Letter of Agreement with BKL for engineering design of the Downtown Landscaping Phase 3 project, adding portions of Osage Avenue and 4th Street in the amount of \$37,000.
- vi. Charity Tracker software pro yearly subscription including a Community Resources Directory in the amount of \$14,800.
- vii. Field of Interest Fund Agreement between the City Council and Bartlesville Community Foundation for technical support necessary to facilitate a Text to Give program at the recommendation of the Unsheltered Homeless Task Force.

e. Receipt of Property

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

f. Receipt of Bartlesville NEXT Progress Report

i. Bartlesville NEXT Progress Report September 2025

g. Receipt of ALPR (Flock Cameras) Report

i. ALPR Report for September 2025

h. Receipt of Financials

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

i. Receipt of Permit

- Permit #WL0000742500842 for the Oklahoma Department of Environmental Quality for the construction of 285 linear feet of eight (8) inch PVC potable water line to serve 1200 Washington Boulevard, Bartlesville, OK.
- 8. Public hearing and possible action on a request for approval of a PUD (Planned Unit Development) and Site Development Plan on 16.98 acres zoned M-2 (General Industrial) and C-5 (General Commercial), located at 509 W. Hensley Blvd., 500 W. Hensley Blvd., 512 W. Hensley Blvd., and the lots in the North Block of NW Theodore Ave., from Fremin General Contractors on behalf of SLB. Presented by Larry Curtis, Director, Community Development.
- 9. Unsheltered Homeless Task Force update. Presented by Rachel Showler, Vice Chairman, Unsheltered Homeless Task Force.

- 10. Discuss and take possible action to approve a service agreement between Remedy Health and the City of Bartlesville. Presented by Laura Sanders, Assistant City Manager and Christopher Sudduth, MD, MPH, Owner and CEO of Remedy Health clinics.
- 11. Discuss and take possible action to allocate funds for the necessary maintenance and replacement of the Bartlesville Community Center's two (2) domestic hot water heaters, along with a 5-year service plan on the two (2) Viessmann Boilers used for heating the building. Presented by Caitlyn Kraemer, Managing Director, The Center, and Tim Sherrick, Councilmember and Council Liaison to the Bartlesville Community Center Trust Authority.
- 12. Report on the first-year activities of the RSS (Recovery Support Specialist) Outreach Program, and discuss and take possible action to renew an existing Contract for Services with GRAND Mental Health to continue this program for the second year as required under the FY 2024 Opioid Abatement Grant Award. Presented by Kevin Ickleberry, Police Chief.
- 13. Accept the Keep Bartlesville Beautiful Annual Update 2025. Presented by Larry Curtis, Director, Community Development.
- 14. Discuss and take possible action on approval of detailed goals as part of the Bartlesville NEXT Strategic Plan. Presented by Laura Sanders, Assistant City Manager.
- 15. Status update on FY 2025-2026 Agreement negotiations between the City of Bartlesville and Bartlesville Professional Fire Fighters, Local 200. Presented by Jess Kane, City Attorney.
- 16. New Business.
- 17. City Manager and Staff Reports.
- 18. City Council Comments and Inquiries.
- 19. Adjournment.

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

<u>Jason Muninger</u>

Jason Muninger, City Clerk/CFO

/s / Elaine Banes

by Elaine Banes, Deputy City Clerk

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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.



Agenda Item: 5.a. & b.

Date: 9/23/2025

Prepared by: Chief Call

Department: Fire

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation of Gold Lifesaving Award to Firefighters Daniel Barham and Derek Tampleton. Presentation of Bartlesville Fire Department Unit Award to A-Shift Station 4s crew Captain Bryan Tate, Firefighter Colby Williams, Firefighter Daniel Barham, and Firefighter Derek Tampleton.

II. STAFF COMMENTS AND ANALYSIS

Bartlesville Fire Department Gold Life Saving Award – This medal is presented to firefighters for performing acts in the line of duty, through prompt and alert action and at a great personal risk, which specifically results in saving a human life.

Bartlesville Fire Department Unit Award – Unit awards are presented to members of a unit made up of two or more firefighters who form a company, sector, team or employee work group. These firefighters, as a group, have overcome difficulties or obstacles under unusual or adverse conditions while completing a task or duty.

III. BUDGET IMPACT

None.

IV. RECOMMENDED ACTION

Presentation no action required.



Official Proclamation

Extra Mile Day November 1, 2025

Whereas, Bartlesville is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

Whereas, Bartlesville is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Whereas, Bartlesville is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

Whereas, Bartlesville acknowledges the mission of the Extra Mile America Foundation to create 550 Extra Mile Cities in America and is proud to support "Extra Mile Day" on November 1, 2025.

Now Therefore, I, James S. Curd, Jr., Mayor, and the Bartlesville City Council, do hereby officially proclaim November 1, 2025 as Extra Mile Day. I urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those around who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

In Witness Whereof, we hereunto set our hands and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 1st day of November, in the year of our Lord two thousand and twenty-five.

James S. Curd, Jr., Mayor



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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Tuesday, September 2, 2025 5:30 p.m.

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

MINUTES

(The Notice of Meeting was posted December 15, 2024 and the Amended Agenda was posted August 28, 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; Deputy Fire Chief Barry Campbell; Matt McCollough, Director of IT; Robin Betts, Director of Human Resources; Tammy Hudgins, Accounts Receivable Supervisor; Alicia Shelton, Accounting and Finance Supervisor; Greg Collins, Special Projects Manager, Community Development; Kelsey Walker, Communications and Marketing Manager; Deputy Police Chiefs Troy Newell and Andrew Ward; Police Captain Elkins; Officer Samson, Security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Curd at 5:30 p.m.
- 2. Roll Call was conducted a quorum established.
- 3. Invocation by Dr. Rod MacIlvane, Pastor, Grace Community Church.
- 4. Public Comments on Agenda Items.
 - Eddie Collins (Agenda Item 13.): Spoke in opposition to the proposal emphasizing the limited role of government as defined by the U.S. Constitution; stated taxpayer funds should be directed toward essential services such as roads and public safety, not software subscriptions for the homeless task force; and requested a "no" vote on the item.
 - Noah Meadows (Agenda Item 13.): Opposed the allocation of \$75,000 for three years
 of software subscriptions; criticized Councilor Kirkpatrick for using the Task Force to
 advance his own anti-homelessness ordinances; expressed concern that the software
 would be used to deny services to unhoused individuals and further criminalize
 homelessness; suggested that funds would be better directed toward transportation and
 other immediate needs; and urged Council to reject the proposal.
 - Rev. Kelly Becker, Disciples Christian Church (Agenda Item 13.): Shared mixed concerns after researching Charity Tracker and speaking with nonprofit leaders and Councilor Kirkpatrick; questioned whether sufficient buy-in had been secured from local organizations beyond the Task Force; raised privacy concerns for vulnerable clients and asked if clients would be informed when their data is shared; asked how the system differs from existing resources such as 2-1-1 or the Bartlesville Area Resource Guide; and emphasized maintaining the dignity and integrity of unsheltered individuals.
 - Sarah Burnett, Resident (Agenda Item 13.): Opposed the expenditure of taxpayer dollars
 on the software; stated that homelessness solutions should come from private citizens,
 churches, and nonprofit organizations, not government; argued government funding

- creates dependency and distorts private accountability; suggested nonprofits could raise the needed funds privately through events or donations; and that expanding government beyond essential services risks moving toward socialism.
- Angela Utley, Chair, Washington County Democrats (Agenda Item 13): No firm position
 for or against the software; recommended delaying the vote by at least two months to
 ascertain more consultation with local agencies to determine actual usage and the
 possibility of client opt-out options; and expressed support for the Task Force but
 emphasized the need for further discussion and compromise.

5. City Council Announcements and Proclamations.

- Constitution Week September 15-22, 2025 read by Vice Mayor Dorsey.
- Commendations for Service to the Community presented by Mayor Curd and Councilmember Kirkpatrick. The young men receiving commendations for assisting citizens with yard work, mowing and general clean up included Nicholas "Garrett" Bridges, Miles Brown, Luke Bulleigh, Oliver Bulleigh, Pierce Bulleigh, Zane Cragun, Garren Dennis, Reed Dennis, Rhett Dennis, Draiden Hanks, Preston Haskell (youth leader), Jax Hyde, Logan James, Peter King, Talmage King, Seth Neal, Steven Nebeker, Jacob Vaclaw, Ryan Vaclaw (congregation leader), and Joseph Wirtz.

6. Authorities, Boards, Commissions and Committees

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

Mayor Curd read the openings and encouraged citizens to volunteer.

7. Consent Docket

a. Approval of Minutes

i. The Regular Meeting Minutes of August 4, 2025.

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

- i. Reappointment of Ms. Melanie Bayles to an additional three-year term on the Street and Traffic Committee at the recommendation of Councilman East.
- ii. Appointment of Ms. Jackie Jimenez to a three-year term on the Bartlesville Library
 Trust Authority at the recommendation of Councilman East.
- iii. Reappointment of Ms. Rosie Swindell and Ms. Joanie Elmore to additional three years each on the White Rose Cemetery Board at the recommendation of Mayor Curd.

c. Approval of Resolutions

- Amending the budget of the City of Bartlesville for fiscal year 2025-26 appropriating funds from the Bartlesville Development Authority (BDA) for the Bartlesville Municipal Airport.
- ii. Amending the budget of the City of Bartlesville for fiscal year 2025-26 appropriating grant funds from the Oklahoma Department of Aerospace and Aeronautics (ODAA) for the Bartlesville Municipal Airport for the Apron Paving.
- iii. Amending the budget of the City of Bartlesville for fiscal year 2025-26 appropriating grant funds from the Oklahoma Department of Aerospace and Aeronautics (ODAA) for the Bartlesville Municipal Airport for the Airport Hangar.
- d. Approval and Ratification of Agreements, Contracts, Engagement Letters, Grant Applications, Leases, MOU's, Ordinances, Proposals and Task Orders.

- i. Service Agreement between Bartlesville Independent School District #30 (BPS) and the Bartlesville Police Department providing policing services-10 School Resource Officers (SROs) with BPS paying 75% of the average sum of salaries of nine, one at no cost to BPS, and one for summer school at no cost to BPS.
- ii. Contract for E911 Dispatch Services between the Washington County Board of County Commissioners and the City of Bartlesville Police Department.
- iii. Agreement for Professional Services with Freese and Nichols, Inc. to provide updated land development regulations for the City of Bartlesville, in the amount of \$241,350.
- iv. Agreement between James R. Nave, II and the City of Bartlesville, for the voluntary demolition of dilapidated structures on property addressed as 411 SW 9th Street, with expenses shared between City (maximum of \$3,000) and property owner.
- v. Contract with Allstatelining LLC and the City of Bartlesville for improvements to the wastewater treatment plant flow equalization basin, in the amount of \$99,990.
- vi. Professional Service Agreement with Kleinfelder, Inc. for construction testing services for the Operation Yard Equipment Sheds project, in the amount of \$18,800.
- vii. Audit Engagement Letter for audit services with Ober and Littlefield Certified Public Accountants, PLLC, in the amount of \$35,000.
- viii. Letter of Agreement with BKL, Inc. for a structural evaluation and design services to see if the Civitan Park shade canopy structure could be retrofitted with a hard top, in the amount of \$11,879.50.

e. Receipt and Acceptance of Report on Code Enforcement Appeals

- Danny Blackwood of the Code Enforcement Hearing Examiner's Order of Abatement in Case Nos. DS-0325-0384 and -0385 regarding the property at 1032 SW Oak Ave, legally described as Lot 12, Block 1, McCaleb Addition, Bartlesville, Washington County, Oklahoma.
- ii. Jefferson B. Lee of the Code Enforcement Hearing Examiner's Order of Abatement in Case No. DS-0525-0398, regarding the property at 353 SE Waverly Ave., legally described as Lot 7, Block 3 of Pennington Hills Addition, Bartlesville, Washington County, Oklahoma.

f. Approval of Surplus City Property

- i. Retirement, surplus, and provision for K-9 Baron's adoption to K9 Hero Haven, a nonprofit 501(c)(3) volunteer organization in Danville, PA, that provides working dogs a place to retire.
- ii. Surplus and dispose of a 2012 Combination Sewer Cleaner Truck.

g. Receipt of Bartlesville NEXT Progress Report

i. Bartlesville NEXT Progress Report August 2025

h. Receipt of ALPR (Flock Cameras) Report

i. ALPR Report for August 2025

i. Receipt of Financials

i. Interim financials for one month ending July 31, 2025.

j. Receipt of Bids

- i. Bid No. 2025-2026-007 for Concrete
- ii. Bid No. 2025-2026-008 for Asphaltic Concrete & Aggregate Base
- iii. Bid No. 2025-2027-009 for City Hall Renovations

Mayor Curd provided the consent docket on a PowerPoint slide and referred citizens to the agenda where every item was listed. He asked the Council if there were any items to be pulled

for discussion. Mr. East pulled Agenda Items 7.d.vi. 7.d.vii., 7.e. and 7.f.ii, and Mr. Kirkpatrick pulled Agenda Item 7.d.iii.

Mr. East moved to approve the Consent Docket with the exception of Agenda Items 7.d.iii., 7.d.vi., 7.d.vii., 7.e., and 7.f.ii seconded by Mr. Sherrick.

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

Voting Nay: None Motion: Passed

7.d.vi. Professional Service Agreement with Kleinfelder, Inc. for construction testing services for the Operation Yard Equipment Sheds project, in the amount of \$18,800.

Mr. East expressed concern about the testing services pushing the project cost over the \$500,000 budget. Staff clarified that the overage would be funded from a separate water capital improvements budget, not the original construction budget. Funding for the construction project was allocated in the prior fiscal year; the \$500,000 currently budgeted for water capital improvements will cover this expenditure.

7.d.vii. Audit Engagement Letter for audit services with Ober and Littlefield Certified Public Accountants, PLLC, in the amount of \$35,000.

Mr. East expressed concern about audit timing, noting delays in the FY23 audit and potential issues with State and Federal filing deadlines. CFO/City Clerk Muninger explained that delays were due to issues with component unit audits (BDA, BRTA, Community Center) and changes in auditing firms. The FY23 audit was delayed because BDA's 2022 audit had to be reissued under new GASB lease standards, which caused cascading delays. Normal turnaround time for an audit is approximately 90 days, but delays occurred due to the audit firm's staffing shortages and first-year auditor issues. He added that moving all entities to the same audit firm should prevent future delays. He concluded that it is the City's goal that issue FY24 and FY25 audits more quickly to get back on schedule.

- 7.e. Receipt and Acceptance of Report on Code Enforcement Appeals
 - Danny Blackwood of the Code Enforcement Hearing Examiner's Order of Abatement in Case Nos. DS-0325-0384 and -0385 regarding the property at 1032 SW Oak Ave, legally described as Lot 12, Block 1, McCaleb Addition, Bartlesville, Washington County, Oklahoma.
 - ii. Jefferson B. Lee of the Code Enforcement Hearing Examiner's Order of Abatement in Case No. DS-0525-0398, regarding the property at 353 SE Waverly Ave., legally described as Lot 7, Block 3 of Pennington Hills Addition, Bartlesville, Washington County, Oklahoma.

Mr. East expressed his appreciation to staff for their extensive work in reviewing and managing complicated property matters.

- 7.f. Approval of Surplus City Property
 - ii. Surplus and dispose of a 2012 Combination Sewer Cleaner Truck.

Mr. Kirkpatrick inquired about the high cost of the new sewer maintenance truck (over \$600,000) and the trade-in value of the old unit. Water Utilities Director Lauritsen explained that the current truck has been heavily repaired and is near the end of its service life; replacement pumps cost \$30,000 each; tank repairs would cost \$50,000–\$75,000; continuing to maintain the old truck would not be

cost-effective; and the trade-in value remains useful for parts recovery. Staff emphasized the truck is critical daily equipment for sewer line cleaning, hydro-excavation, and system maintenance. Mr. Kirkpatrick acknowledged the necessity despite the high cost.

7.d.iii. Agreement for Professional Services with Freese and Nichols, Inc. to provide updated land development regulations for the City of Bartlesville, in the amount of \$241,350.

Mr. Kirkpatrick questioned a discrepancy between the contract's "not to exceed" \$240,000 and the staff report showing \$241,350; staff clarified that the agreement had been revised to reflect the \$241,350 amount; and confirmed the contract is "not to exceed," meaning if actual costs are lower, the city will pay less. It was confirmed that no conflict remained between the reported amount and the contract terms.

Mr. Kirkpatrick moved to approve Agenda Items 7d.iii., 7.d.vi., 7.d.vii., 7.d.e., 7.f. ii. 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

Mayor Curd took a moment to recognize K9 Baron who was in attendance with his handler Cpl. Cody Loyd, and stated his appreciation for his service to the community. He will retire to K9 Hero Haven in Pennsylvania (Agenda Item 7.f.i.).

8. Discuss and take possible action to award Bid No. 2025-2026-007 for Concrete. Presented by Mayor Curd.

Mayor Curd moved to award Bid No. 2025-2026-007 to Bartlesville Redi-Mix, Bartlesville, Oklahoma, as listed in attached document, seconded by Mr. Kirkpatrick.

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

Voting Nay: None Motion: Passed

9. Discuss and take possible action to award Bid No. 2025-2026-008 Part I Asphaltic Concrete and Part II Aggregate Base. Presented by Mayor Curd.

Mayor Curd moved to award Bid No. 2025-2026-008 to Bison Materials LLC, Bartlesville, Oklahoma, as listed in attached document, seconded by Vice Mayor Dorsey.

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

Voting Nay: None Motion: Passed

10. Discuss and take possible action to award Bid No. 2025-2026-009 City Hall Renovations. Presented by Councilman Kirkpatrick.

Mr. Kirkpatrick moved to award the Bid No. 2025-2026-009 to Koehn Construction, Fredonia, Kansas, in the amount of \$1,266,489.00, seconded by Mr. East.

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

Voting Nay: None Motion: Passed

11. Acceptance of Annual Financial Statements and Independent Auditors Report for the year ending June 30, 2023. Presented by Jason Muninger, CFO/City Clerk.

Mr. Muninger reported that the City received an unmodified opinion on its 2023 audit, the highest rating possible, no proposed audit adjustment entries were identified, and no material deficiencies were reported; the City's financial position continues to improve year over year, largely due to the stabilization reserve and capital reserve program; strong fund balances are favorable for lending agencies, credit ratings, and bond negotiations; and acceptance of the audit is required so it can be filed on EMMA, the financial database for bondholders and institutions.

Mayor Curd inquired about the "significant deficiency" noted in the audit report. Mr. Muninger explained it related to the wayfinding sign project, which began several years ago. The project changed leadership after the original director retired, and quantity pricing was later obtained but was not included in the original contract submission. The finding was procedural as the contract should have returned to Council for adjustment. Corrective action is to ensure full disclosure when projects are transferred between directors, and return to Council for contract changes when required. Although a deficiency, the expenditures remained within the Council-approved budget.

Further discussion covered audit findings related to compliance and timing. Mr. Muninger explained that the delay in the 2023 audit resulted from earlier issues with component unit audits and auditor staffing shortages. The late filing will appear as a compliance finding until deadlines are consistently met. (Refer to discussion under Agenda Item 7.d.vii.)

Continued discussion regarding contract management and safeguards covered the differences between quantity-adjustment contracts (allowing changes within set parameters) and lump-sum contracts (requiring Council approval for change orders, limited to 10% of the total). The wayfinding project was a lump-sum contract but contained some ambiguous details, creating confusion during the transition between departments. Mr. Muninger and Mr. Bailey clarified that proprietary, custom-designed signage made it impractical to seek alternative vendors without altering the look of the project.

Mr. East moved to accept the Annual Financial Statement and Independent Auditors Report for Year Ending 2023 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

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

Ms. Showler provided information on the upcoming Helping Organization Summit scheduled for October 22, from 11:00 a.m. to 1:00 p.m. at Tri-County, which is providing the space free of charge. There is capacity for up to 200 attendees, and lunch will be provided at no cost by the Lighthouse and Agape Mission. Task Force data and findings will be presented, as well as personal testimony from an individual who has overcome homelessness. It is hoped that the Summit will provide networking and collaboration opportunities for helping organizations, and educate the public on the causes of homelessness and strategies to overcome it.

Ms. Showler also reported that the Task Force is working with the Bartlesville Community Foundation to establish an endowment fund. A text-to-give program will be created, allowing community members to donate easily through the Community Foundation Fund. This will allow local helping organizations to apply for grants funded by this endowment.

Continuing, Ms. Showler reported that the Task Force agreed that communication between helping organizations would be beneficial to them as well as to the citizens in need. A subcommittee of the Task Force was asked to review multiple software platforms and ultimately recommended Charity Tracker. Charity Tracker provides several useful tools such as allowing unlimited users, considered user-friendly, and is already in use by several local organizations. Data tracking will support a person-centered approach by using by-name data to identify individual needs and resources, tracking progress toward reducing homelessness, and aligning with national best practices including The Point-in-Time Count (a nationwide homelessness census) and Built for Zero, a Community Solutions initiative emphasizing by-name data. The Task Force felt it important to track homelessness at the individual level to better match resources with needs, and feels this software will provide that service.

13. Discuss and take possible action to allocate funding for the Unsheltered Homeless Task Force. Presented by Councilman Aaron Kirkpatrick.

Mr. Kirkpatrick reported that the Unsheltered Homelessness Task Force has been meeting for eight months, with regular updates provided to Council; the Council had previously set aside \$100,000 in the budget for potential Task Force initiatives; a subcommittee had researched data tracking software and recommended Charity Tracker as the most effective option. He stated that it links helping organizations together, enabling secure sharing of services offered and services received; it is HIPAA compliant, allowing organizations to control what information is shared; sensitive medical information will remain private, complying with ethical and legal standards; and it provides an interactive, searchable website for individuals seeking services and for those assisting them. He added that benefits extend beyond homelessness, strengthening the entire local care network and promoting collaboration between organizations that typically work independently.

Mr. Kirkpatrick continued setting out the implementation plan. Year 1: City funds 100% of costs for participating organizations. Years 2–3: City funds 50%, with organizations covering the remaining cost. After three years, organizations will assume full responsibility if they find value in the system. Estimated cost: \$75,000 over three years (not annual). This represents a maximum estimate, with actual costs depending on the number of organizations participating. He added that Some organizations are already using Charity Tracker; others use Excel or separate systems; Council emphasized that adoption is voluntary; the City will not dictate how organizations manage their data; funding will not be spent immediately instead, the allocation will serve as a set-aside, available as organizations decide to participate; and interest will be gauged at the upcoming Helping Organizations Summit, where organizations can learn more and explore training resources before making decisions.

Mr. Sherrick read from a written statement first commending the Unsheltered Homelessness Task Force (UHTF) for presenting a well-written ordinance previously approved unanimously by the Council. In summary, he expressed hesitation about directing taxpayer funds toward nonprofits without clear oversight or accountability; highlighted risks of subsidizing private or non-essential industries with public funds, long-term dependency on non-sustainable programs; supporting political groups, which could raise Amendment First cited past examples (Acorn scandal, misallocated pandemic rental funds in Oklahoma) as cautionary lessons in oversight and public trust; emphasized potential erosion of trust before the upcoming CIP sales tax and GEO bond election; noted risks of nonprofit dependency on software (Microsoft ending free nonprofit licenses, creating financial and stressed the need for strict policy safeguards including eligibility requirements, transparency and audits, conflict-of-interest protections, sustainability plans, clear deliverables and accountability. He also suggested exploring free or open-source alternatives (e.g., LibreOffice, Zoom) as potentially more cost-effective solutions.

In response, Mr. Kirkpatrick clarified that no taxpayer funds will be given directly to nonprofits; the City would purchase a site license for Charity Tracker, allowing local helping organizations to

create accounts under the City's umbrella; participation is voluntary; no grants or cash infusions are involved; costs will scale with participation; if fewer organizations join, costs will be lower than the \$75,000 estimate; the system is intended to improve efficiency, reduce duplication of services, and strengthen the local care network; ff organizations find value, they will assume costs in year three, if not, they simply discontinue use; and Charity Tracker communities typically save 18–20% in resource spending through improved coordination. He continued providing an example of downtown food providers successfully coordinating schedules to avoid duplication thereby showing how Charity Tracker would extend this efficiency citywide; acknowledged concerns about pending state legislation (SB 484) that could restrict municipal spending on homelessness for cities under 300,000 population. If passed, Bartlesville would comply and discontinue the program; and reaffirmed that oversight and accountability would remain with the City, not individual nonprofits.

Mr. Sherrick asked Mr. Muninger for clarification on GASB requirements. Mr. Muninger reported that without a contract, details remain uncertain; if the City owns the license, GASB standards may require amortizing costs over multiple years and listing them as a liability, even with a non-appropriation clause; emphasized that more information is needed before determining accounting treatment; and it was clarified that the City is not entering a multi-year contract. Participation can be canceled at any time, and nonprofits may assume costs themselves in future years.

Further discussion covered the desire to protect nonprofits from reputational harm and avoid any erosion of public trust; that participation would be voluntary, with no direct cash grants to nonprofits, and organizations could decide for themselves whether to join; how the City would purchase the site license, allowing local organizations to create independent accounts under the Bartlesville network; that each organization would control its own data and administrative access; that no central City administrator would have visibility into private organizational data unless expressly shared; and an application process is being developed for organizations wishing to join the network. Additional discussion included that the initial estimate for the software was \$75,000. but further review suggested costs closer to \$15,000-20,000 annually, including website development and hosting; a more realistic allocation of \$50,000 was recommended to provide flexibility while avoiding over-allocation; and this funding would be an allocation only, not an immediate expenditure - any final contract with Charity Tracker would return to Council for approval. Privacy and compliance concerns were discussed about HIPAA compliance and data anonymity; it was confirmed that the system allows for client consent and limited data-sharing; and suggestions were made to explore the use of anonymized member keys to protect personally identifiable information while still allowing effective tracking.

Further discussion covered how alternative priorities for the funds should also be considered. Mr. Kirkpatrick stated that the Task Force has addressed priorities such as transportation with existing agreements with City Ride already providing a framework; other needs (laundry, shower facilities) are being addressed by private organizations, reducing the City's need to duplicate services; and the Task Force determined that software to improve coordination among service providers offered the most impactful and feasible use of funds. Mr. Kirkpatrick agreed that reducing the funding from \$75,000 to \$50,000 was reasonable and amended his original proposal.

Mr. Kirkpatrick moved to allocate funding in the amount of \$50,000 for use by the Unsheltered Homeless Task Force as presented, seconded by Mr. East.

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

Voting Nay: None Motion: Passed

14. New Business.

There was no new business.

15. City Manager and Staff Reports.

Mr. Bailey reported that the annual block party, jointly hosted by the Fire Department, Police Department, and Library, will be held on September 27 from 11:00 a.m. to 2:00 p.m. at the corner of Johnstone and Adams. There will be several attractions and tours provided. The event continues to grow each year and is noted as a successful collaboration among departments.

He also announced that the grand reopening of the City's golf course, Boots Hollow Golf Club, on August 15 was a success! Community Day drew strong attendance with approximately 200 people attending. Mayor Curd delivered the first ceremonial tee shot at the Grand Opening Tournament the next day, again with a strong turnout. Renovations on the fairways, tee boxes, and greens was the focus and some rough areas remain challenging. He credited and acknowledged the golf course staff, Public Works staff, Parks staff, and volunteers for completing major drainage, cart path, and course improvements. The course is now open for regular tee times. The upcoming United Way Tournament will test the new greens with heavy play. and staff will monitor the greens before and after tournaments, with drone footage planned for comparison. Positive community feedback has been received and many citizens expressed excitement at reopening after prolonged closure.

16. City Council Comments and Inquiries.

Mr. Kirkpatrick noted that Boy Scout Troop 6 was in attendance in order receive a required badge, and to support their fellow scout, Mr. Bridges.

Mayor Curd announced the Airport Box Hangar ribbon cutting will be held on Monday, September 8 at 10 a.m. He encouraged citizens to attend and take part in this event.

17. Move to executive session pursuant to 25 O.S. Sec. 307(B)(2) to discuss negotiations concerning employees and representatives of employee groups.

Vice Mayor Dorsey moved to enter into executive session at 7:34 p.m., seconded by Mr. Sherrick.

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

Voting Nay: None Motion: Passed

Mayor Curd reconvened the open meeting at 8:33 p.m. stating that no action was taken in the executive session.

18. There being no further business to address, Mayor Curd adjourned the meeting at 8:34 p.m.

	James S. Curd, Jr., Mayor	
Jason Muninger, CFO/City Clerk		



City Hall, 1st Floor Conference Room 401 S. Johnstone Avenue Bartlesville. OK 74003

NOTICE OF SPECIAL MEETING OF THE BARTLESVILLE CITY COUNCIL

September 29, 2025 12:00 p.m. (noon)

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

MINUTES

(The Notice of Meeting and Agenda was posted September 25, 2025 at 1:00 p.m.)

City Council in attendance was Mayor Jim Curd, Jr., Vice Mayor Trevor Dorsey (arriving at 12:07 p.m.), 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; Kelli Williams, CCO; Kevin Ickleberry, Police Chief; Kelsey Walker, Communications and Marketing Manager; Deputy Police Chief Andrew Ward; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Curd at 12:00 p.m.
- 2. Roll Call was conducted a quorum established.
- 3. Public Comments on Agenda Items.

There were no public comments.

4. Discuss and take possible action to approve Resolution No. 3748 voting to participate in the settlement agreements with Purdue Pharma LP and members of the Sackler family, and with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and authorizing the Mayor of the City of Oklahoma, or the Mayor's designee, to execute the Subdivision Participation Form for the City's participation in the settlements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals. Presented by Jess Kane, City Attorney.

Mr. Kane reported that the initial notification of the settlement offer had been sent to the wrong email address and once the mistake was found and he was notified, the deadline (9/30/25) to approve the resolution became urgent. He stated that the attorney at McAfee and Taft, Todd Court, who had notified Mr. Kane along with the Oklahoma Attorney General both encouraged cities to participate. There is not a firm amount determined yet since there is not a final number of cities and towns who will participate. Discussion covered what the funds could be used for once received; how previous funds of this nature were used for opioid education and intervention through Grand Mental Health and the Bartlesville school system; and how future funds would be used in a similar fashion within the community.

Mr. Kirkpatrick moved to approve the Resolution as presented, seconded by Mr. East.

Ayes: Mr. Sherrick, Mr. East, Mr. Kirkpatrick, Vice Mayor Dorsey, Mayor Curd Nays: None Motion: Passed

City Manager and Staff Reports.

Mr. Bailey reported that lunch is being provided to the City Council and those in attendance, following the meeting.

City Council Comments and Inquiries.

Mr. East inquired if the next packet would be this light to which Mr. Bailey stated it would be much larger.

There being no further business to address, Mayor Curd adjourned the meeting at 12:15 p.m.

5.

6.

7.

Jason Muninger, CFO/City Clerk



Agenda Item 7.b.i.
October 6, 2025_
Prepared by Trey Yankovich
Community Development/
Building Services

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint Robert McGuire to a three-year term on the Construction and Fire Code Appeals Board.

Attachments:

Construction and Fire Code Appeals Board Application.

II. STAFF COMMENTS AND ANALYSIS

Based on his application and qualifications, the Community Development Department recommends appointing Mr. McGuire for this position. He has been in the construction industry for 35 years and served as the Chief Building Official in the City of Bartlesville for approximately 10 years. His knowledge and experience with construction as a private contractor, as well as understanding code application as a Chief Building official, gives him a unique perspective that would be highly useful for this position.

III. RECOMMENDED ACTION

Staff recommends the appointment of Mr. Robert McGuire to a three-year term on the Construction and Fire Code Appeals Board at the next City Council meeting.

ROBERT MCGUIRE CONSTRUCTION AND FIRE CODE APPEALS BOARD APPLICATION

Please check the ones you wish to serve on:

Construction and Fire Code Appeals Board

Name

Robert Mcguire

Residential Address

2917 Roanoke Ridge Road Bartlesville, Oklahoma 74006 <u>Map It</u>

Home Phone

(918) 949-1611

Cell Phone

(918) 949-1611

Email

trebornmcquire@gmail.com

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

35 years in construction management, overseeing the construction of shopping centers, apartment complexes, retirement, communities, motels and more than 100 single-family dwellings and duplexes.

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

Four years as president of a homeowners association in Alpharetta Georgia. From March 2008 through February 2018 I was the chief building official for the City Of Bartlesville Oklahoma.

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

Relying on the adopted fire and building codes for the City Of Bartlesville and the state of Oklahoma I would like to effectively be an advocate for the correct and acceptable resolution to disputes and misunderstandings which may arise among the citizens of Bartlesville.



Agenda Item 7.b.ii.
September 24, 2025
Prepared by Trey Yankovich
Community Development/Building Services

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to re-appoint Mr. Kenneth Wright to a second three-year term on the Construction & Fire Code Appeals Board.

II. STAFF COMMENTS AND ANALYSIS

Kenneth Wright has already been serving on the Construction & Fire Code Appeals Board for one term (22-25). Mr. Wright is willing to serve a second term and we would like to recommend that he do so.

III. RECOMMENDED ACTION

Staff recommends the re-appointment of Mr. Kenneth Wright to a three-year term on the Construction & Fire Code Appeals Board at the next City Council meeting.



Agenda Item 7_b_iii.
October 06, 2025
Prepared by Amanda Yamaguchi, Senior Planner
Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on the reappointment of Mr. Joe Colaw to the City Planning Commission for his second three-year term.

II. STAFF COMMENTS AND ANALYSIS

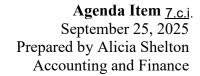
The maximum number of consecutive terms one can serve is two. Mr. Colaw's first term on the City Planning Commission ended August 2025. Mr. Colaw is eligible for a second term and has indicated his willingness to continue to serve on the City Planning Commission.

III. BUDGET IMPACT

None

IV. RECOMMENDED ACTION

Approve the reappointment of Mr. Joe Colaw to the City Planning Commission for his second three-year term to expire September 2028.





I. SUBJECT, ATTACHMENTS, AND BACKGROUND

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

Attachments:

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

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has received reimbursement funds in the amount of \$26,782 from FEMA from the Gap Road Fire. The City has also received funds in the amount of \$13,875 for the sale of a 1992 Oshkosh ARFF Fire Truck. These funds will go towards the purchase of a used Fire truck and/or additional fire equipment. These funds must be appropriated prior to their expense.

III. BUDGET IMPACT

Budgetary impact nets zero, \$40,657 increase in revenue and \$40,657 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RE	SOLUTION	_	
A RESOLUTION AMEND BARTLESVILLE, OKLAH APPROPRIATING UNBUDGE FUND.	IOMA FOR FISC	CAL YEAR 2025–202	6
WHEREAS, THE City of Bartle of \$40,657; and	esville has received unanti	icipated revenue in the amou	'n
WHEREAS, the City of Bartlesv to their expenditure;	ville needs to appropriate \$	\$40,657 of these revenues prices	O1
NOW, THERFORE, BE IT RE OF BARTLESVILLE, OKLAH		Y COUNCIL OF THE CIT	'Y
The Fire Dept (250 follows:) of the Capital Reserve F	fund (675) shall be increased	as
Vehicle & Off	froad Equip (55960)	\$ 40,657	
APPROVED BY THE CITY C CITY OF BARTLESVILLE T			Œ
Attest:		Mayor	

City Clerk



Agenda Item <u>7.d.i.</u>
October 06, 2025
Prepared by Amanda Yamaguchi, Senior Planner
Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to approve a Professional Services Agreement with ARC Document Solution to provide file digitization services for the City of Bartlesville, in the amount of \$7,744.00.

- Attachments: Professional Services Agreement with ARC Document Solution

II. STAFF COMMENTS AND ANALYSIS

Community Development is in the process of digitizing development files for ease of access and in anticipation of upcoming renovations to the office area.

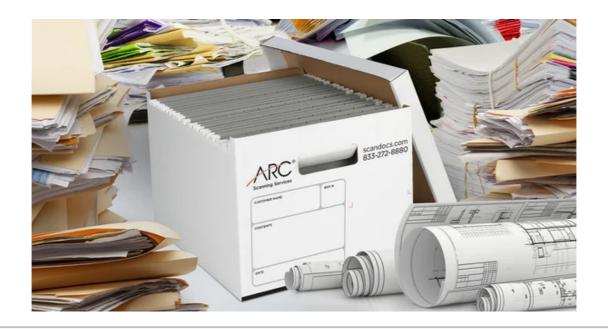
An agreement has been drafted and is attached. In summary, this project is to scan and make digitally searchable, approximately 31 boxes of files, including Board of Adjustment cases, Annexations, and Lot changes.

III. BUDGET IMPACT

\$7,744.00 - 101-1-180-00-000-52410 - Professional Services

IV. RECOMMENDED ACTION

Approval of the ARC Document Solution Service Agreement





This service agreement is designed to outline the processes which ARC will implement, to complete a successful capture and conversion of targeted hard copy documents into electronic form, for City of Bartlesville; hereinafter referred to as "Customer". In addition, this agreement will indicated team responsibilities and expectations as the documents are being processed.

City of Bartlesville

401 S Johnstone Ave. Bartlesville, Oklahoma 74003

Mike Bailey

mlbailey@cityofbartlesville.org 918-338-4282

Reference: 20240619-083644741 Quote created: September 9th, 2025 Quote expires: October 30,th 2025

ARC Document Solution

7022 E 41st Street Tulsa, OK 74145

Prepared by: Bobby Perry

Sales Director for Oklahoma bobby.perry@e-arc.com +19182842729

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Standard Service (per Box) Category BOA	20	\$249.00	\$4,980.00
Standard Service (per Box) Category Lot Splits	7	\$249.00	\$1,743.00

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Standard Service (per Box) Category Lot Line Adjustments	2	\$249.00	\$498.00
Standard Service (per Box) Category Annexations	2	\$249.00	\$498.00
OCR - Searchable Image PDF output (per Box)	21	\$0.00	\$0.00
Thumb Drive Deliverable (per Drive)	1	\$25.00	\$25.00

Total	\$7,744.00

Index Value Definitions:

Phase 1

- Organized by 4 categories:
- BOA
- Lot Split
- Lot Line Adjustment
- Annexations
- Indexing by 3 fields:
- Name Address Case#
- (each category index may change)
- Scope of content and prepping:
- Posted notes attached. When we run across, we are to pull them and place on a separate paper with as many as will fit on a page. Then add those pages to the back of the folder for scanning.
- Large format drawings found within files, usually 1 or 2 folded.
- o CD's, envelopes #10 size with letter inside, within folder, these do not need to be copied just placed back into folder, we will place a note at the back of folder if CD or letters found within.
- Some folders are 2 prong fasteners, we will not reassemble to place back loose in folder.
- Folders with writing on back, will copy and scan the folder if it has any hand written information on them. We will then place a copy in the same folder with other data.
- staples found, paper clipped together.
- Comb binders were found scattered through out, will need to be cut or pulled apart for scanning.
- Many different types of papers mixed in, old records and different media/stock.
- No reassembly.
- OCR included
- No shredding, we will need to deliver hard copies back.
- Test pilot will be done for each category* We will start with ONE box for approval.
- The above count was estimated by measuring per inch of drawers of content and divided by 15" = 31 boxes
- Customer will be charge by actual boxes picked up +/- of the 31 estimated box count above

Standard Service Included:

- At Customer request, empty boxes will be provided to customer
- When boxes are ready for pick-up, and at the request of Customer, ARC will make arrangements for boxes to be transported to ARC location for processing
- · Additional costs will apply to any boxes picked up over 25 miles from ARC Service Centers or when box count is less than 5 boxes
- Once received at ARC service center, documents will be prepared by removing and <u>discarding all document binding materials</u>, <u>post-it notes and flags</u>. Binding materials will not be re-applied to hard copy when completed
 - For the purposes of this agreement, one document will be defined as all papers contained within: a file folder, a binder, and/or a bound book, with a limit of 50 documents per box
- Prepared documents will be scanned at a pixel density of 300 DPI, using a programmatic Auto-color mode, where documents containing a moderate amount or color will be imaged in color, and all others will be imaged as Black & White
- Documents will be indexed (up to 25 characters per field) as determined in the "Index Values Definition" Section below
- The Index Values (up to 3) must be easily identifiable on the tab of the folder, cover of book, or on the first page of the document
- Scanned documents will be processed to generate one multi-page, searchable image (OCR) PDF file for each document
- Output PDF files will be named, and foldered as defined in the Index Values Definition section below
- A .CSV file will be generated for each batch of PDF files, where the .CSV file will contain all indexed values for each document, and the digital path to where the PDF file is placed
- The resultant files will be compressed into one zipped file and transmitted to customer via a download link sent within an e-mail message
- ARC will make arrangements for boxes to be returned to customer

ARC Document Scanning Optional Services (Circle Options that apply):

- Additional Index Fields (per field, per Box) ... \$7.50
- Certified Document Shredding (per Box) ... \$10.50
- HIPAA Compliant Service (per Box) ... \$20.00
- Thumb Drive Deliverable (per Drive) ... \$25.00
- Create Custom Batch Load File (Quoted Separately)
- Document Transport beyond 25 mile mileage limit (Quoted Separately)

TERMS AND CONDITIONS

1. General:

- A. ARC's pricing for scanning services is based on a per box basis, where the box contains paper-based business documents, in relatively good condition, and where box measures 10"x12"x15", is reasonably full, not overstuffed.
- B. Boxed documents requiring low to medium levels of preparation (such as having not more than an average of 1 staple for every 20 pages), will qualify for this service. Boxed documents requiring high levels of preparation (such as having an average of more than 1 staple for every 20 pages), will be subject to additional charges. Customer will be notified by ARC, and a Change Order will be offered to Customer for approval, which will cover costs for additional work effort.
- C. ARC reserves the option to apply additional costs if the box contents does not meet the criteria defined in this Service Agreement, and/or if the Customer requirements exceed the specifications defined herein.
- D. A paper document storage option is not contemplated or included in services provided under this Agreement. Should Customer delay providing the approval for document shredding (or delay the authorization of the return of hard copy original documents upon project completion) beyond 30 days of completion, Customer will incur and be responsible for payment of document storage fees.
- E. If document shredding services are elected with this service agreement, ARC will destroy all hard copies of the Customer documents provided to ARC, and Customer shall indemnify and hold harmless ARC from any claim or liability arising from such destruction.

2. Pick-up & Delivery of Hard Copy Originals

- A. Pick-up and return delivery (if required) of originals is included if the point of pick-up is within 25 miles of an ARC service center with a 5 box minimum
- B. If the point of pick-up is outside the 25-mile limit, ARC will utilize the most efficient means for transport of the originals to the ARC service center, at which costs will be added to the Price Schedule above

3. Timeline:

A. ARC will exercise its best efforts to complete services and deliver files within the following timeframes:

- 1 to 5 boxes, within 10 Business Days
- 5 to 10 boxes, within 15 Business days
- 11 to 20 boxes, within 20 Business Days
- Over 20 boxes, (Quote)

B. If an alternate timeframe is required, ARC will be open to discuss with Customer to determine best way to meet the requirement

4. Change Orders:

1. Specific technical details relative to various processes are addressed in this Service Agreement and are open to change, pending Customer needs. Once agreed upon, and signed below, any future change requests must be made in writing, submitted to ARC, and a change order form will be completed so as to document the change. If the Change is significant enough to affect the costs and/or timeline for the project, then the change order form will be submitted to the Customer, indicating the affects, where the change order would be confirmed by the Customer via authorized signature.

A. Customer:

Customer represents and warrants that (i) Customer owns or has sufficient legal right to the intellectual property rights in the Customer documents, and (ii) the Customer documents, including any use thereof by ARC in performing these services, does not violate applicable law or the rights of any third party.

Services to be performed on materials received from Customer that fall outside the scope of the material outlined in this Service Agreement will be identified.

Customer will be notified so that ARC may receive additional instruction and provide Customer with pricing (if appropriate) for the handling of those extraordinary materials outside the scope of Services contemplated under this Agreement. ARC expects the documents to be of reasonably good quality which will not require extraordinary preparation prior to scanning. Should the condition of the documents require extraordinary document preparation, ARC will provide the Service for these types of documents at our published rates via a change order that will identify pricing and timeline.

B. ARC

ARC will be responsible for executing the production requirements as defined herein, maintaining the level of accuracy, and providing the image reproduction as defined in this agreement. In the event that any unforeseen issues arise, which might jeopardize the outcome of the project (quality, accuracy, timeline and/or costs); ARC will notify the Customer who will work together to resolve such issues in a mutually beneficial manner.

5. Service Warranty:

All work produced will be covered for a 30-day warranty period from the deliverable date. Once delivered, Customer will have 30 days to review any or all documents scanned to verify the contents, completeness, and accuracy of the service provided.

At any time, Customer can request to designate a time for document review, and ARC will make the hard copy documents, and the resultant images available for review. It is encouraged that Customer randomly select a series of documents; from which Customer will run a "page-by-page" review of the hard copy documents comparing to the resultant image file, for completeness, quality and accuracy.

This document review must be completed within 30 days after delivery. Therefore, any warranty claims must be made within this 30-day period, and before authorization of destruction of the source documents.

The warranty period will end either at the close of the 30th calendar day, or upon receipt of authorization for destruction, whichever comes first.

6. Limitation of Liability:

(City Seal)

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, FOR ANY DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SERVICE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, ARC'S maximum liability shall not exceed the aggregate amounts paid or payable to ARC pursuant to this Agreement. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY WITH RESPECT TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY.

Signature City of Bartesville		Signature ARC
Jim Curd, Jr.		Bobby Perry, Director of Sales Oklahoma
Date		Date
ATTEST:	•	
	_	

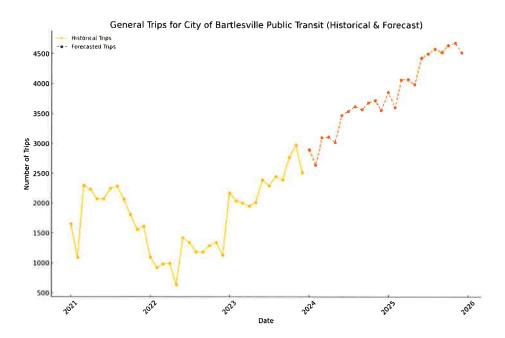


I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on an extension of an existing purchase of service agreement with United Community Action Program for the CityRide community transportation program.

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has contracted with United Community Action Program (UCAP) for several years for the provision of public transit service through the CityRide program, operated by Cimarron Public Transit Service, a program of UCAP. The attached agreement extends this program for the next operating year, 2026. Based on the analysis and forecast of the general trips data for the City of Bartlesville Public Transit, we can make several projections for the next two—years, covering January 2024 to December 2025.



III. RECOMMENDED ACTION

Approval of the Contract Agreement.

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is entered into this 1st day of October, 2025 between the parties, United Community Action Program, Inc. (hereinafter referred to as "UCAP"), and the City of Bartlesville, Oklahoma (hereinafter referred to as "City").

WHEREAS, in consideration of the transportation services which UCAP provides to the Bartlesville community and to assist in providing reasonable cost personal transport available to the general public, including the elderly, the disabled, those unable to drive, or those who wish to improve the environment by use of a community transportation service;

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. UCAP agrees to provide a community public transportation program within the city limits of Bartlesville which shall offer a 10-hour demand-response service for the general public utilizing at least two lift-equipped vans. This service shall operate from 7:30 a.m. to 5:30 p.m., Monday through Friday of each week and will be closed for holidays as listed below:

New Year's Day

Memorial Day Independence Day

Labor Day

Thanksgiving (2 days)

Christmas Day

Limited service will be provided on the following holidays: Dr. Martin Luther King Jr. Day, President's Day, Good Friday, Columbus Day and Veterans' Day. UCAP reserves the right to close for mandatory agency training.

1. The telephone number for Cimarron Public Transit System in Washington County shall remain 918-336-2233.

UCAP shall operate this community transportation service program as an open door policy for the pick-up and delivery of general public passengers without discrimination in all vehicles operated in conjunction with this Agreement based upon scheduling through the dispatch office. All trips are scheduled on a first call basis, subject to availability.

- 2. For this community transportation service, City agrees to reimburse UCAP at a rate of \$55,000 annually, billed \$27,500 semiannually, and paid upon invoice from UCAP in October and April.
- 3. As the operator of Cimarron Public Transit, UCAP will assume all management responsibilities, all administration and operating expenses incurred in conjunction with the provision of this service. The City assumes no responsibility to provide any management of this service or to fund any administration and operating expenses for this service, other than the flat rates set forth in Paragraph 2 of this Agreement.
- 4. UCAP agrees to collect a set fare of \$3.00 for a one-way trip anywhere within the city limits of Bartlesville, not covered under another contract.

- 5. UCAP agrees to provide the WorkRide program at a set fare of \$1.00 for each one-way trip within the city limits. Citizens must sign up and be using transportation for work or educational purposes.
- 6. UCAP agrees to maintain accurate records of ridership (including total, elderly/disabled, and trip purpose), and revenue miles. A quarterly summary report will be provided to the Bartlesville Community Development Director.
- 7. UCAP shall maintain all vehicles used in conjunction with this Agreement in a safe and sanitary condition, and shall provide the required insurance for both vehicles and riders, and shall fully comply with all Federal, State, and local rules and regulations.
- 8. All UCAP employees involved in the delivery of this community transportation service shall be trained and professional as required by ODOT or any other applicable Federal, State or local regulation.
- 9. This agreement shall be effective from October 1, 2025 until September 30, 2026. It may be extended from year to year, thereafter, upon such terms and conditions as the parties may then agree. Further, either party, upon thirty (30) days notice to the other, may terminate this agreement during the contract term of the agreement or any extension hereafter granted.
- 10. UCAP and the City are particularly advised that the execution and continuance of this Agreement is contingent upon receipt of financial assistance from the Federal and State levels. This Agreement will terminate if the Federal funding is discontinued. The State assumes no responsibility to fund this program if there is a failure of Federal funding.
- 11. The City of Bartlesville has allowed UCAP to utilize office space within City Hall without a formal agreement. Due to upcoming renovations and operational needs, the City requests that UCAP vacate the current space no later than October 20. The City agrees to subsidize UCAP's office space for continued operation of the Cimarron Public Transit Program at 50%, or no more than \$400 per month, from the date of relocation through the term of this agreement. UCAP shall provide documentation of the new office arrangement and monthly rental payments to the City in consideration of reimbursement.

NOW, BE IT RESOLVED THAT the terms and conditions of this Agreement are hereby accepted to be legal and binding to the parties whereby executed by their signatures for their respective organization and/or successors.

Laura Corff, Transit Director CA SEW United Community Action Programme PUBLIC #19007738 Exp. 08/01/27	Larry R. Curtis, Community Development Director City of Bartlesville
Monet Jewell MEE COUNTY Public Notary Public	Notary Public
My commission expires: $8-1-27$	My commission expires:



Agenda Item 7.d.jii.

October 6, 2025

Prepared by Matt McCollough
Information Technology

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action regarding approval of a Business Services Agreement with Bluepeak with a monthly fee of \$250.00.

Attachments:

Business Services Agreement

II. STAFF COMMENTS AND ANALYSIS

As the City continues to experience steady growth in internet traffic usage, it has become increasingly important to enhance our network capacity and ensure consistent, high-speed connectivity for our operations.

Bluepeak has recently invested in expanding its fiber infrastructure throughout the downtown area and is offering the City an opportunity to establish an additional internet connection. This option comes with minimal installation requirements and a competitively low monthly fee.

Adding Bluepeak as a secondary provider would not only improve network reliability and performance but also provide essential redundancy for our critical services.

III. BUDGET IMPACT

The City of Bartlesville currently has funding in the budget for the initial \$100.00 installation fee and the \$250.00 monthly fee.

IV. RECOMMENDED ACTION

Staff recommends approval of the Business Services Agreement, which includes a one-time installation fee as well as ongoing monthly costs, with Bluepeak.



Bluepeak Business Services Agreement

BUSINESS SERVICE ORDER

Name of Customer: Matt McCollough Name of Business: City of Bartlesville Phone: 9183384156 Date: September 18, 2025

Physical Address: 401 S JOHNSTONE AVE

Billing Address: 401 S. Johnstone Ave. Bartlesville

5BARTLESVILLE OK 74003 Contract Terms:36 month(s) Oklahoma 74003 Sales Rep: Pam Miller

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Bluepeak Professional 2 GIG	Bluepeak Professional 2 GIG	New	1	\$200.00	\$0.00	\$200.00
ONT	ONT	New	1	\$0.00	\$0.00	\$0.00
eero for Business	ecro for Business WiFi	New	1	\$0.00	\$0.00	\$0.00
Installation	Bus Install Data	New	1	\$100.00	\$100.00	\$0.00
Static IP	for Bluepeak use	New	1	00.02	\$0.00	\$0.00
5 Static IPs	5 Static IPs	New	2	\$25,00	\$0.00	\$50.00
Pricing	subject to approval after internal review		Tot	al:	\$ 100.00	\$ 250,00

Special Instructions:	36-month agreement with 12-month voluntary annual renewals. with city funding approval.
Promotional Offer Details:	90:
Directory Listing	Information - Address:
Directory Listing: Listing: Phone:	YP Heading: SIC Code: YPH Code:

You agree and understand that prices do not include taxes, fees, or surcharges, which may include government-imposed fees and taxes, government program fees (such as TRS and universal service), and non-governmental fees and charges (such as subscriber line charges, time fees, access charges and carrier service fees) will vary depending upon your service location and the services to which you subscribe. The taxes and fees may be changed at any time. During the initial term of this Service Order, your quoted MRC for Internet services will not change. Video service prices are subject to annual increases.

[Initials]

BY ENTERING INTO AN ORDER WITH CLARITY TELECOM, LLC D/B/A BLUEPEAK, OR ANY OF ITS AFFILIATES (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "BLUEPEAK"), CUSTOMER HEREBY AGREES TO THE TERMS OF THIS MASTER SERVICES AGREEMENT (THIS "AGREEMENT"). ALL ORDERS AND ANY TERMS AND



CONDITIONS, GUIDEBOOKS AND SERVICE GUIDES, PROVIDED ON BLUEPEAK'S WEBSITE, AS MODIFIED FROM TIME TO TIME, ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT AS IF THOSE DOCUMENTS ARE SET FORTH ORIGINALLY HERE, INCLUDING THE ACCEPTABLE USE POLICY, PRIVACY POLICY, NETWORK MANAGEMENT PRACTICES, AND GENERAL TERMS AND CONDITIONS. SEE https://mybluepeak.com/terms-conditions/ TO REVIEW THE CURRENT VERSIONS OF SUCH DOCUMENTS. TO THE EXTENT THAT THERE ARE ANY INCONSISTENCIES OR CONFLICTS BETWEEN THIS ORDER AND SUCH ON-LINE DOCUMENTS, THIS AGREEMENT SHALL CONTROL. BY USING THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO THE TERMS OF THESE DOCUMENTS.

1. **DEFINITIONS**

- 1. "Effective Date" is the date that the last Party signs the Agreement.
- 2. "Order" means a written, electronic, or verbal order, or purchase order governed by the terms and conditions of this Agreement, submitted, or confirmed by Customer and accepted by Bluepeak, which identifies specific Services; quantity ordered; Bluepeak's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of a Service.
- "Services" means wireline or wireless business communications services not governed by Tariffs, including basic
 or telecommunications services, information or other enhanced services, and non-regulated professional services
 provided by Bluepeak to Customer pursuant to an Order.

2. SERVICES AND FACILITIES

1. Bluepeak agrees to provide Customer with a broadband Internet connection, as provided in the accompanying Order during the Term of this Agreement. Bluepeak requires reasonable access to each Service location throughout the Term as necessary to provide the Services and to review, install, inspect, maintain, repair, or remove any Bluepeak-provided cabling, conduit, hardware, equipment, and other facilities used to provide the Services ("Facilities"). If Customer owns or controls the Service location(s), Customer hereby grants to Bluepeak permission to enter the Service location(s) in order for Bluepeak to fulfill its obligations and exercise its rights under this Agreement. If a Service location is not owned or controlled by Customer, Customer will obtain, with Bluepeak's reasonable assistance, an appropriate right of access for Bluepeak. If such right of access for Bluepeak is not obtained by either party, then Bluepeak may decline Customer's request for Services, or terminate or amend the affected Order with respect to the Service location that Bluepeak cannot access, without any liability to Customer. Bluepeak may perform, either before or after acceptance of an Order, an installation review (including a review of Customer's inside wiring) of each proposed Service location prior to installation of the Services to determine the serviceability of such network location and/or the need to extend Bluepeak's Facilities to provide the Services at the Service location. If during the installation review, review of available facilities and access, site preparation, or installation activities, Bluepeak determines that additional work is required to enable Bluepeak to deliver the Services to the Service location, Bluepeak will notify Customer of any additional Service charges in excess of the amounts previously specified in a quote or Order. Upon request, Customer shall provide Blucpeak with accurate site and/or physical network diagrams or maps of a Service location, including electrical and other utility service maps.

3. PAYMENT AND CHARGES

- 1. Rates and Charges, Customer will pay Bluepeak the rates and charges for the Services set forth in this Agreement and any Order under this Agreement, including all charges associated with establishing Customer's Services or related to Bluepeak's installation or provisioning costs.
- 2. Rate Adjustments. Bluepeak may impose additional fees, charges, or surcharges on Customer to recover amounts that Bluepeak is required or permitted to collect, or pay to others in support of, or to comply with, statutory or



- regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs.
- 3. Taxes. Bluepeak's rates and charges for the Services do not include taxes, which shall be billed to and payable by Customer in addition to the Service charges. Notwithstanding any other provision of this Agreement, if Customer is required by law to make a deduction or withholding from any amount due to Bluepeak, or if Customer has an applicable exemption from certain taxes, then Customer must notify Bluepeak in writing and provide reasonable documentation evidencing the foregoing.
- 4. Invoicing. Unless otherwise set forth in an Order, any and all invoicing for Services shall be submitted to Customer for payment within thirty (30) days of the Service being provided. Customer is responsible for all charges, no matter the interval at which they are billed. Any objection to billed charges must be reported to Bluepeak within sixty (60) days of the invoice date.
- 5. Billing. Unless otherwise set forth in an Order, Bluepeak shall invoice Customer in advance at Customer's notice address specified in the Order (or at such other address of which Customer may advise Bluepeak in writing) for all Services and additional services provided during each calendar month or other mutually agreeable billing cycle. Customer shall pay Bluepeak for all Charges upon receipt of the invoice. Account is/will be considered past due thirty (30) days after invoice date and late fees will be assessed on the last business day of the month at 1.5% per month. Service is subject to suspension or termination if an account remains unpaid for a period of sixty (60) days or more from the date of billing. Customer agrees to reimburse Bluepeak for all reasonable expenses, including reasonable attorney's fees, for collection of past due accounts.
- 6. Disputed Invoice Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period, as described in Section 3.5, and provides Bluepeak with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with Bluepeak to promptly resolve any disputed charge. If Bluepeak determines, in good faith, that the disputed charge is invalid, Bluepeak will notify Customer and, within five business days of receiving notice, Customer must pay the charge.
- 4. CREDIT APPROVAL. Bluepeak's provision of Services is subject to the credit approval of Customer. As part of the credit approval process, Bluepeak may require Customer to provide a deposit or other security. Additionally, during the Agreement Term, if Customer's financial circumstances or payment history becomes reasonably unacceptable to Bluepeak, Bluepeak may require adequate assurances of future payment as a condition of continuing provision of the Services. Customer's failure to provide adequate assurances required by Bluepeak is a material breach of the Agreement. Bluepeak may provide Customer's payment history or other billing information to any credit reporting agency or industry clearinghouse.

5. ORDERS.

- 1. Orders are binding only upon acceptance in writing by Bluepeak, Bluepeak will notify Customer of rejected orders.
- Cancellation. Customer may cancel an Order at any time before Bluepeak begins delivering the Services, but Customer must pay any actual costs Bluepeak incurs in connection with Customer's cancellation. After commencement of Services, the Order becomes non-cancellable and subject to all early termination fees.
- 6. WARRANTIES, EXPECT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SERVICES PROVIDED BY BLUEPEAK UNDER THIS AGREEMENT ARE PROVIDED WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR IMDENITIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. WITHOUT LIMITING THE FOREGOING, BLUEPEAK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE OR PRODUCT WILL BE ERROR-FREE, UNINTERRUPTED, OR OUTAGE-FREE, AND THE SERVICES AND PRODUCTS MAY BE



SUBJECT TO HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

- 7. EQUIPMENT AND FACILITIES. Bluepeak shall not be responsible for the installation, operation, maintenance, repair of replacement of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished by Bluepeak pursuant to this Agreement, the responsibility of Bluepeak shall be limited to the furnishing of facilities offered under this Agreement and to the maintenance and operation of such facilities. Notwithstanding the above, Bluepeak shall not be responsible for: (a) the transmission or reception of signals by Customer-provided equipment or for the quality of, or defects in, such transmissions or reception; or (b) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 8. INSTALLATION. Customer will reasonably cooperate with Bluepeak and its agents in connection with installation of the Services. Customer is responsible for damage to Bluepeak-owned facilities and equipment located on Customer premises, excluding damage caused by Bluepeak. Bluepeak may refuse to install Services or may discontinue and disconnect Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Services or if Customer is in breach of this Agreement.

9. CUSTOMER RESPONSIBILITIES.

- 1. Acceptable Use Policy (AUP). With the purchase of Services that connect to the Internet, Customer must comply with Bluepeak's Acceptable Use Policy posted on its website and as amended from time to time.
- 2. Abuse and Fraud. Customer will not use Services: (1) for fraudulent, abusive, unlawful, or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of, Bluepeak or any third-party information; (2) in any manner that causes interference with Bluepeak's or another's use of the Bluepeakprovided network; or (3) for any other purpose not specifically authorized by this Agreement. Customer will cooperate promptly with Bluepeak to prevent third parties from gaining unauthorized access to the Services via Customer's facilities.
- 3. Reseller. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws.
- 4. Security. Bluepeak has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by Bluepeak from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures.

The Bluepeak information security program is subject to reasonable changes by Bluepeak from time to time. Bluepeak's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

10. PRIVACY AND CONFIDENTIALITY.

PHI. By providing Services, Bluepeak does not require or intend to access any confidential health related
information of Customer's clients, which may include group health plans, that constitutes Protected Health
Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability
Act of 1996 ("HIPAA Rules").

11. LIABILITY

Direct Damages. Each party's maximum liability for damages caused by its failure(s) to perform its obligations
under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or
damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct
damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period,
an amount equal to Customer's total net payments for the affected Services purchased in the month preceding the



- month in which the event giving rise to the claim occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
- 2. Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS OR REVENUES (EXCLUDING AMOUNTS PAYABLE BY CUSTOMER HEREUNDER), AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 3. Unauthorized Access and Hacking. Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by Bluepeak's negligence or willful misconduct, Bluepeak is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means, or any other cause while such information is stored on or transmitted across Bluepeak-provided network facilities or Customer-provided equipment.

12. INDEMNIFICATION

- 1. Mutual Indemnification for Personal Injury, Death or Damage to Personal Property. Each party will indemnify, defend, and hold harmless the other party, its directors, officers, employees and agents from and against all third-party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from bodily injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents in connection with the performance of this Agreement while on-site at Customer's premises.
- 2. Customer Indemnification. Customer will indemnify, defend, and hold harmless Bluepeak, Bluepeak's officers, directors, agents, and employees against all third-party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising out of:
 - Customer's failure to obtain required permits, licenses, or consents necessary to enable Bluepeak to provide
 the Services (e.g., landlord permissions or local construction licenses). This provision does not include
 permits, licenses, or consents related to Bluepeak's general qualification to conduct business;
 - 2. Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the Bluepeak-provided network leading directly or indirectly to third-party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by Bluepeak; and (3) based on transmission and uploading of information that contains viruses, worms, other destructive media or other unlawful content; or
 - Bluepeak's failure to pay any tax to the extent that Bluepeak relied on Customer's claimed exemption under applicable law.
- 3. Bluepeak Indemnification. Bluepeak will indemnify, defend, and hold harmless Customer, Customer's officers, directors, agents, and employees against third-party claims enforceable in the United States alleging that Services as provided infringe any third-party United States patent or copyright or contain misappropriated third-party trade secrets. Bluepeak's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to Bluepeak-provided software, equipment, or Services; combination of Bluepeak-provided Services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after Bluepeak provides reasonable notice to Customer of the infringement. For any third-party claim that Bluepeak receives, or to minimize the potential for a claim, Bluepeak may, at its sole option, procure the right for Customer to continue using the



Services; replace or modify the Services with comparable Services; or terminate the affected Services or this Agreement.

- 4. Rights of Indemnified Party. To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and reasonable assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel, so long as such settlement does not result in any admission of guilt or liability on the part of the indemnified party, imposes any obligation or liability on the indemnified party, or has a judicially binding effect on the indemnified party (other than monetary liability for which the indemnified party is indemnified by the indemnifying party). The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.
- 5. **Remedies.** The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section 12.

13. TERM AND TERMINATION.

- 1. Agreement Term. The period set forth in the Order during which Bluepeak provides Services to Customer is defined as the "Agreement Term." This Agreement applies from the Effective Date until the Agreement Term expires or terminates. Bluepeak will not accept Orders for Services after expiration of the Agreement Term, but this Agreement will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance or managed Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, Bluepeak may, at its sole discretion, provide those Services on a time and material basis at Bluepeak's then-current rates without applying any discounts or credits under the Agreement, however, this Agreement will govern Bluepeak's provision of such Services.
- 2. Service Order Term. Individual Orders may carry their own service Term and/or termination procedures that apply to that specific contracted Service, and in such case, such Term and procedures shall govern the service provided under the Order only.
- 3. Termination by Either Party. Except as otherwise provided herein, either party may terminate this Agreement, without liability of any kind, in the event of the other party's material breach that remains uncured thirty (30) days after the non- breaching party provides written notice of such breach. The Service may be terminated by Bluepeak, with or without notice: (i) if acts of Customer, including furnishing false credit information, indicate intent to defraud Bluepeak; (ii) Customer has not paid amounts due; or (iii) if Customer violates regulatory requirements, federal or state law or use of the Service in violation of Bluepeak acceptable use policy, data privacy/security policies, and/or any other terms and conditions applicable to the Services. Bluepeak may also terminate this Agreement or any Order for convenience by providing thirty (30) days advance written notice to Customer.
- 4. Early Termination. In the event of any early termination other than for Bluepeak's material breach or Bluepeak's early termination for convenience, Customer shall pay the remaining months to fulfill the Term times the monthly Rate on the Order.
- 5. **Term Expiration.** Upon Term expiration, Customer may continue the Service according to renewal options made available by Bluepeak (if any) at that time. If Customer does not elect an additional service period or does not request discontinuance, then the Service Term will automatically renew for the same service period.
- 6. Suspension of Services. Bluepeak shall have the right, at its option, without prior notice, and in addition to any other rights of Bluepeak expressly set forth in this Agreement and any other remedies it may have under applicable law to suspend Services or any component thereof if Customer fails to comply with any applicable laws or regulations or this Agreement, including obtaining required access rights for Bluepeak, or if Customer or its end



users' use of the Service is determined by Bluepeak, in its sole discretion, to result in a material degradation of the Bluepeak network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect

Customer's on-going obligation to pay Bluepeak any amounts due under this Agreement. If Bluepeak suspends any Service, Bluepeak may require the payment of reconnect or other charges before restarting the suspended Service.

14. FORCE MAJEURE.

1. Neither party shall be liable to the other, nor shall any remedy be extended, for any failure of performance under this Agreement due to causes beyond that party's reasonable control, including but not limited to: acts of God, fire, explosion, flood, earthquake, tornado, storms, any law, order, regulation, action or request of any government or regulatory entity or agency, or any civil or military authority; emergencies; civil unrest, insurrections, riots, wars; power failure, equipment failure, pandemic or epidemic, supply chain disruptions, material, supply or equipment shortages or delays, industrial or labor dispute, inability to obtain necessary supplies and other similar conditions or occurrences.

15. GOVERNING LAW; ALTERNATE DISPUTE RESOLUTION.

- 1. **Governing Law.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law provisions.
- 2. Waiver of Jury Trial and Class Action. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM OR ACTION RELATING TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

16. ASSIGNMENT.

Customer may not assign any rights or obligations under this Agreement or an Order without Bluepeak's prior
written consent, except that Customer may assign the Agreement, after 30 days prior written notice to Bluepeak, to
an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Bluepeak may assign this
Agreement or an Order, in whole or in part, without Customer's consent.

17. NOTICES.

Notices required under this Agreement must be submitted in writing to the Party's address for notice listed in this
Agreement or Order and, in the case of a dispute, notices must also be sent to: in the case of Bluepeak: Clarity
Telecom, LLC d/b/a Bluepeak Attn: Compliance Officer 5100 S. Broadband Lane Sioux Falls, SD 57108 in the case
of Customer: to the address set forth on the applicable Order.

18. MISCELLANEOUS

1. Entire Agreement. This Agreement together with the Orders, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the parties regarding the purchase and sale of Services. Customer should also consult Bluepeak's website at the on-line location specified at the top of this Agreement to be sure that Customer is aware of the applicable Acceptable Use Policies, Network Management Practices, Privacy Policies, applicable tariffs, online product descriptions, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to the Policies as a part of this Agreement.

The individuals signing below hereby represent, warrant and covenant to each other, to Bluepeak, and to Customer, that they are duly authorized to execute and deliver this Agreement on behalf of the party for which they have signed, effective as of the date signed by Bluepeak.



BY EXECUTING THIS AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT THE PARTIES DESIRE TO RESOLVE ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT THROUGH ARBITRATIONM AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

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BLUEPEAK Signature: Print Name: Fam Miller	CUSTOMER Signature: Print Name:
Title: Field Sales Rep - BAE - OK	Title: Date: Tax ID #:

Service Address: 401 S JOHNSTONE AVE **5BARTLESVILLE OK 74003**

Phone: 9183384156

CUSTOMER ACKNOWLEDGEMENT: By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) Clarity Telecom, LLC d/b/a Bluepeak may contact me at the phone number above (or such other phone number or email address provided by me to BLUEPEAK), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) BLUEPEAK manages its Internet Network according to specific Practices and Procedures, which can be found at https://www.mybluepeak.com; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at https://www.mybluepeak.com.

DEM #		
PIN #		

BLUEPEAK requires that you create a 4-digit PIN that will be required when you request changes to your BLUEPEAK Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify BLUEPEAK if there has been an unsuthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with BLUEPEAK on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact BLUEPFAK and change the PIN. BLUEPEAK is not liable for any loss, cost, expense, or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



Agenda Item 7.d.iv.
September 17, 2025
Prepared by Jason Muninger. CFO/City Clerk
Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Take action to approve the service Agreement with Municipal Finance Services for continuing disclosure and fee schedule.

Attachments:

Service Agreement

II. STAFF COMMENTS AND ANALYSIS

Required in the language the Continuing Disclosure Certificate/Agreement, which is entered into upon issuance of debt, the City must perform continuing disclosure of financial information. Given the nature and importance of these filling, Municipal Finance Services Inc is assisting clients to ensure they stay compliant. This encompasses the creation and filing of the appropriate forms as well as assisting the issuer in the electronic submission to the Electronic Municipal Marketplace Access System (EMMA).

III. BUDGET IMPACT

Budgetary impact is \$3,500.

IV. RECOMMENDED ACTION

Staff recommends approval of the service agreement.



mfsok.com

P: 405.340.1727

1017 N. Bryant Ave., Ste 100 Edmond, OK 73034

P.O. Box 747 Edmond, OK 73083-0747

September 2, 2025

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and the City of Bartlesville (the "Client").

The Client desires to engage MFSOK and agrees as follows:

I. <u>Scope of Services.</u>

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client's new and outstanding debt obligations, including general obligation bonds during the term of the Agreement (the "Issues"). The Client designates MFSOK as the Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption").

New Issue and Refunding of Existing Client Issues

- 1. Evaluate options or alternatives with respect to the proposed new Issue.
- 2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
- 3. Review recommendations made by other parties to the Client.
- 4. Assist Client in preparing a plan of finance.
- 5. Advise Client on structure, terms and timing of the proposed new Issue.
- 6. Prepare financing schedule.
- 7. Attend meetings as requested by the Client.
- 8. Assist the Client in preparation of their offering documents, notices of sale, instructions to bidders, or official statements, as appropriate.
- 9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
- 10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
- 11. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
- 12. Coordinate closing of the new Issue with Client and other parties.
- 13. Evaluate potential refunding opportunities on outstanding Issues.
- 14. Sinking Fund Estimate of Needs review or preparation.

- B. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:
 - 1. Debt capacity analysis.
 - 2. Cash defeasance or redemption services.

C. Continuing Disclosure Assistance

- 1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
- 2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
- 3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

- A. New Issues and Refunding Issues. MFSOK shall be paid at the time of closing a fee calculated as follows on each transaction:
 - 1. For general obligation bonds, 1.00% of par amount for each series of bonds issued with a minimum fee of \$30,000.00.
- B. <u>Compensation for Continuing Disclosure Assistance.</u> MFSOK will receive a fee annually of \$3,500.00 for the services performed.
- C. Expenses for New Issues and Refunding Issues. MSFOK shall also be paid a fixed amount of \$2,500.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.
- D. <u>Payment and Contingency for New Issues and Refunding Issues</u>. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.
- E. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:
 - 1. Debt capacity analysis.
 - 2. Cash defeasance or redemption services.

III. <u>Term and Termination</u>

- A. <u>Term of Agreement</u>. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client until June 30, 2028.
- B. <u>Termination of Agreement and Services.</u> This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. <u>Conflict of Interest Statement</u>

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest, because it may cause MFSOK to

recommend a transaction that is unnecessary or in a size that be larger than is necessary. This may be viewed as a conflict of interest regarding our ability to provide unbiased advice to enter into such transaction. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice:
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;
 - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal

securities transaction or municipal financial product, or investors in the Client's securities; and

 any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation:
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc. Attn: Jon Wolff 1017 N. Bryant Ave., Ste. 100 Edmond, OK 73034

CLIENT:

City of Bartlesville Attn: Mayor 401 S. Johnstone Ave. Bartlesville, OK 74003

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands ctive rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been

reviewed and are hereby ap	s, and responsibilities. Furthermore, the Scope of Services contained herein have been proved.
	oK have entered into this Agreement by the duly authorized representatives which was at a meeting duly called and held in full compliance with the Oklahoma Open
	MUNICIPAL FINANCE SERVICES, INC.
	By: Jon Wolff, President
	City of Bartlesville
	By:



Agenda Item 7.d.v. September 30, 2025 Prepared by Steve Roper Engineering Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a Letter of Agreement with BKL for engineering design of the Downtown Landscaping Phase 3 project, adding portions of Osage Avenue and 4th Street.

Attachments:

BKL Letter of Agreement

II. STAFF COMMENTS AND ANALYSIS

One of the priority projects included in the 2020 ½ Cent Sales Tax (CIP) extension is the third phase of Downtown Landscape Improvements. The project consists of replacing existing landscape beds with tree planters in some locations and replacing other planters with concrete inlays. There will be a two-foot-wide brick border constructed along the back of the curbs throughout the project area. Existing trees will be removed throughout the project limits and replacement trees will be planted in locations that receive the new tree planters with grates. The scope includes repairing and replacing irrigation, capping existing electric and repairing the landscape bed drainage system as needed. This is an addition to the third phase of Downtown landscape improvements. All work will be the same as what has been completed in the previous two phases and the planned work in the original phase three area. The project covers improvements at the following locations:

- Osage Avenue 4th Street to 2nd Street
- 4th Street Dewey Ave to Osage Ave

This project includes areas adjacent to areas identified in the Howell & Vancuren (H&V) Downtown Landscaping Plan that have existing City-owned landscaping, irrigation, drainage, and power infrastructure. The plan was completed in 2016 and was used as the basis for the final designs approved for Phase 1 by the Downtown Landscape Task Force created in 2017.

Staff has negotiated a contract with BKL, Inc. for engineering design services on this project. The scope of work includes production of construction documents and bidding services. The City of Bartlesville has contracted with BKL on the currently under design Downtown Landscaping Phase 3 as well as the recently completed Park and Parking Lot Rehabilitation project. BKL has proven qualified to take on this project and has been good to work with to date. BKL has proposed a price of \$37,000 for the work.

III. BUDGET IMPACT

The original budget approved in the CIP election was \$800,000. Based on the current economic climate and inflation of construction costs, there was concern leading up to the FY 23-24 fiscal

year that funding would not be adequate to complete all remaining areas identified in the H&V plan. An additional \$300,000 was approved in the Capital Reserve Fund as part of the FY 23-24 capital budget to supplement the project. BKL's added area proposal of \$37,000 is 3.4% of the \$1,100,000 total project budget. Design services were factored into the budgets to use if necessary. The only impact to the budget will be utilizing funding set aside specifically for these projects as part of the current capital budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the Letter of Agreement for the Downtown Landscape Phase 3 project to BKL, Inc. in the amount of \$37,000.00.



1623 E 6^{lh} St Tulsa, OK 74120 918-835-9588 bklinc.com

Mr. Micah Siemers 401 S Johnstone Ave Bartlesville, OK 74003

RE:

Letter of Agreement

Civil Services for Downtown Landscaping Phase 3 Improvements in Bartlesville, OK

Dear Mr. Siemers:

We appreciate your consideration for engineering services for the above referenced project. This is a Letter of Agreement and Notice to Proceed for the Civil Services for the design of the Downtown Landscape Phase 3 Improvements along Osage and 4th streets in Downtown Bartlesville, OK.

PROJECT DESCRIPTION:

The project involves the design and plan production for landscape improvements along Osage Avene between SW 4th Street and SW 2nd Street, and along SW 4th Street from Dewey Avenue to Osage Avenue. These improvements include the removal of existing landscaping installments and replacement with tree grates and planters, the installation of new irrigation systems, the preservation of the existing electrical systems, the preservation of the existing underdrain including necessary repairs of potential damage.

SCOPE OF SERVICES:

BKL will provide the Civil Design for the final plans and specifications for the project.

CIVIL PAVING AND DRAINAGE SCOPE:

BKL will provide design engineering services and assist with the bidding and construction administration for the site project defined above. BKL will provide plans, details, specifications and estimates for the construction of the project. The project will be designed to meet current city and state criteria. Consultant shall provide final construction drawings and contract documents for the Project. Included in the plans will be the details listed below:

- Plan Layouts
- Demo Plans
- Landscape Details
- Quantity Schedules

- Traffic Control Details
- Special Detail Sheets (If Needed)



BIDDING ASSISTANCE SCOPE:

BKL will assist with the bidding and construction phase of the project. The bidding assistance will include providing sealed construction documents, and if needed, assisting with the preparation of the bid tabulations, and attending the Pre-Bid meeting.

PROJECT SITE VISITS:

The scope of this project will include a total of two (2) site visits from BKL personnel. These site visits will occur during the design and construction phases of the project. Any additional site visits will be considered additional expenses at a rate of \$1,000 per site visit.

ADDITIONAL SERVICES:

Other services that are not associated with the Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. Additional services may include the following, but not limited to:

- Plan Revisions: Plan revisions (minor alterations) are expected and therefore are included as
 part of our services in the base contract. Although, if plan adjustments exceed normal
 revisions or if a complete redesign is required then additional services shall be negotiated to
 meet an adjusted scope of services.
- Traffic study, counts or warrants
- Utility coordination, relocation design, or construction drawings related to Project
- Environmental study and clearance
- Right of way or easement acquisitions
- ROW/Easement survey staking
- Permit fees for City, County or State
- Construction material testing
- Resident Project Representation for the Project
- USACE 404 Permit Process
- Construction Administration Services not mentioned above, including but not limited to:
 - o Attending progress meetings
 - o Construction Site Visits
 - o Project administration
 - o Field inspections
 - o Project Closeout Document
 - o Submittal Review



FEES

For the project described above the total fee for the design efforts will not exceed \$19,750 for Preliminary Plan Design, \$14,750 for Final Plan Design, and \$2,500 for Bidding Assistance and Construction Administration for a total Lump Sum of \$37,000. Should additional items be identified that warrant additional engineering design and require additional fees, we will contact you prior to initiating this work. Unless otherwise instructed, invoices will be submitted to the address listed above. The breakdown of the fee per park location is provided below:

DELIVERABLES

The project is expected to be done in three stages of completion: 50% Preliminary Plans, 90% Final Review Plans, and Final Plans, Specifications, and Estimate (PS&E). Items to be delivered at each completion stage of the project include:

• One electronic PDF (Sealed for PS&E).

PERFORMANCE SCHEDULE

We anticipate starting the engineering design within 1 days of written Notice to Proceed (NTP). Preliminary plans are expected within 30 days of NTP, Final Review Plans are expected within 30 days after the Preliminary Plan review meeting, and Final PS&E submittal expected within 20 days after the Final Plan review meeting.

INVOICING METHODS

Invoices are generated monthly based on percentage of design work completed.

AUTHORIZATION TO PROCEED

An authorization to proceed is understood upon signing of this document. If authorization to proceed is not received within 30 days from the date of the receipt of this agreement, the agreement and the conditions stated herein will become void.

		09/24/25
Date	Ryan Mahaffey, PE	Date

Thank you for the opportunity to provide our services. If you have any questions, or if we can be of further service, please do not hesitate to contact us.



ADDITIONAL SERVICES

Additional services outside of the original scope, including construction phase services, can be billed at an hourly rate. These services shall be provided only upon authorization of the Client/Owner.

Principal	\$230.00	Design Tech	\$140.00
Project Manager	\$190.00	CAD Tech	\$125.00
Project Engineer	\$175.00	Office Manager	\$135.00
Design Engineer	\$150.00	Administrative	\$100.00

OTHER CONDITIONS

HAZARDOUS OR TOXIC SUBSTANCES

Unless otherwise provided in this agreement, the Engineer and the Engineers' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. All hazardous/toxic substances will be removed from the project site or otherwise remedied according to applicable laws and regulations by Client/Owner prior to commencement of this project's construction.

EXISTING CONDITIONS/DOCUMENTS

As part of the services provided, the Engineer will investigate the existing facility and verify the accuracy of the original documents, drawings and specifications, if available. This investigation and verification will be done to the best of the Engineers' ability as professionals. As the project will include renovation of an existing facility, unforeseen conditions may arise during the course of the project, which may not be discovered during the investigation and verification by the Engineer. The Engineer will attempt to incorporate the resolution of these hidden conditions as part of the project. However, if these conditions necessitate extensive design services beyond what is initially contemplated, the Engineer will request additional services from the Owner and receive approval in writing prior to commencement of these services.

CONSTRUCTION COST

The Engineer cannot and does not warrant any estimated pricing or probable construction cost information developed for the project by the Engineer. The Client/Owner agrees and acknowledges that BKL, Inc shall not be held liable for any damages and/or claims arising out of, or relating to, such cost or budget estimates. Any review and/or evaluation by the Engineer of cost data and budget estimates made by others shall not be interpreted as BKL's approval and/or ramification of such cost, budgets or estimates.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon written notice, effective immediately. In such event, the Client shall pay BKL, Inc. compensation for professional services and reimbursable expenses to termination date, plus all expenses directly attributable to termination for which BKL, Inc. has not otherwise been compensated, in accordance with the terms of this agreement. If BKL, Inc. terminates the agreement, and provided BKL, Inc. is not in breach, the Client shall pay Engineer's compensation for actual services rendered and reimbursable expenses incurred prior and up to the termination date. If termination occurs, BKL, Inc. will provide the Client/Owner with copies of all design and research materials to date.

IDEMNIFICATION

The Client/Owner shall indemnify and hold harmless the Engineer from any and all liability, loss, or damage which the Engineer may incur in connection with any claims made against the Engineer regarding the project and/or any contract entered into between the Client and the Engineer, unless such claims arise solely from the negligence, malfeasance, breach or default of the Engineer in performing under this agreement. Should the Engineer incur any such liability, loss or damage as a result of such a claim, or in defense against any such claim, the amount thereof, including costs, expenses, and reasonable fees of the Engineers' attorney, together with interest thereon as provided by law, shall be paid by the Client or shall be reimbursed by the Client to the Engineer. The Engineer shall hold harmless and indemnify the Client against injury, loss or damage arising as the direct result of the sole negligence, malfeasance or breach of the Engineer in performing under this agreement.

LIMITATIONS OF LIABILITY

The Client/Owner and Engineer have discussed the risks, rewards and benefits of this project. The risks have been allocated such that The Client/Owner hereby agrees that, to the fullest extent permitted by law, the Engineer, and the Engineers' employees, consultants and agents, total maximum liability to the Client/Owner, and to all Construction Contractors and Subcontractors, in any way associated with the project, shall be limited to the total fees paid to the Engineer in effect at the time of any claim. Such causes include but are not limited to negligence, errors, omissions, strict liability, or breach of contract. Additional coverage may be obtained at the expense of the Owner. Failure to exercise the option for additional coverage waives any claim of liability beyond such limits. The Client/Owner agrees to require of the Contractor a similar limitation of the Engineers' liability to the Contractor and to the Contractor's Subcontractors due to the Engineers' allegedly negligent act, errors or omissions.

PROMOTIONAL REFERENCES:

The Client/Owner hereby releases BKL, Inc to depict complete project photography in promotional and marketing literature without restriction.



Agenda Item 7.d.vi. September 30, 2025 Prepared by Mike Bailey, City Manager On behalf of Councilor Kirkpatrick

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve the purchase of Charity Tracker software as previously discussed by City Council.

Attachments:

Charity Tracker Invoice

II. STAFF COMMENTS AND ANALYSIS

The City Council has previously approved allocating \$50,000 to an Unsheltered Homeless Task Force initiative. Specifically, the task force has recommended that purchase of Charity Tracker software to better coordinate the efforts of our helping organizations who provide services to our homeless population. The attached invoice will engage Charity Tracker for this purpose.

Please schedule this item for our October meeting to be presented by Councilor Kirkpatrick.

III. RECOMMENDED ACTION

Approve the purchase of Charity Tracker.



INVOICE

623 South Seminary Street Florence, AL 35630 888.764.0633 support@charitytracker.net Account Number: 20015332 Invoice Number: 62526 Invoice Date: 09.08.2025 Due Date: 11.07.2025

Bartlesville Community Network

Bartlesville, OK 74003

Item		Qty.	Cost	Totals
CharityTracker Pro Yearly Subscription - Unlimited A	gent Logins*	1	\$ 10800.00	\$ 10800.00
Community Resources Directory		1	\$ 4000.00	\$ 4000.00
Notes				
*For one (1) year of CharityTracker Pro service from !	Sep 8, 2025 - Sep 7, 2026.		Subtotal:	\$ 14800.00
*Unlimited Pro Discount Deal *SA: #30001111-BV			Amount Paid:	
55555			Balance Due:	\$ 14800.00
Thank you for your business! Balance Due if Paid After November 7, 2025:		\$ 15022.00		

Please detach this section and return with payment

Thank you for choosing CharityTracker! Don't hesitate to contact us if you have questions or should need anything at all.

888.764.0633

Bartlesville Community Network ATTN: Aaron Kirkpatrick 401 S. JOHNSTONE AVE. BARTLESVILLE, OK 74003 Please make check payable to:

Simon Solutions, Inc 623 South Seminary Street Florence, AL 35630

Balance Due:

\$14,800.00

Account Number: 20015332 Invoice Number: 62526 Invoice Date: 09.08.2025 Due Date: 11.07.2025



Agenda Item 7.d.vii.
September 30, 2025
Prepared by Mike Bailey, City Manager
On behalf of Councilor Kirkpatrick

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve an agreement between the City Council and the Bartlesville Community Foundation.

Attachments:

Agreement Template with BCF BCF Fund Information Draft Sign Concept

II. STAFF COMMENTS AND ANALYSIS

The Unsheltered Homeless Task Force is recommending that the City of Bartlesville implement a text to give program that will be used to support organizations that provide services to Bartlesville's homeless population. The program will utilize BCF to provide the technical support necessary to facilitate the program. This program will also provide signage encouraging citizens to "Change How They Give" by giving to this fund in an effort to reduce panhandling. The task force desires for this to be an endowed fund that will continue in perpetuity.

Periodically, a subset of the Unsheltered Homeless Task Force will meet to determine how funds will be distributed in accordance with the BCF non-profit rules. A draft agreement with BCF is attached with additional details as well as their investment options. Additionally, a draft of a sign concept is attached. The sign draft is subject to change pending final approval. Approval of this program is contingent upon the BCF board of directors also approving the agreement.

Please schedule this item for our October meeting to be presented by Councilor Kirkpatrick.

III. RECOMMENDED ACTION

Approve the agreement with BCF.



TOGETHER WE CAN

321 SE DELAWARE AVE | BARTLESVILLE, OK 74003 918.337.2287 | BARTLESVILLECF.ORG

Field of Interest Fund Agreement

THIS MEMORANDUM is made on (da (da, of Bartlesville, Oklahoma, as "Donors",	ate), and	by The
Bartlesville Community Foundation, of Bartlesville, Oklahoma, a charitable or described in Section 501(c)(3) of the Internal Revenue Code, as "Foundation".		
WHEREAS, we have donated $\$ to the Foundation in the form of an icharitable gift; and	rrevoca	able
WHEREAS, we wish to establish a Field of Interest fund enti Fund (hereinafter referred to simply as the "Fu		the and
WHEREAS, we agree to meet the requirements relating to field of interest funds in a with the Foundation's standard policies and procedures; and	ıccorda	ınce
WHEREAS, the Foundation agrees to manage the Fund and consider our reqrecommendations in making distributions from the Fund through an application proceorganizations that directly interface with Bartlesville's homeless population.		
Requests for grants will be made to the Foundation and will be reviewed by Foundatio the Grants committee.	n staff	and
NOW, THEREFORE, in accordance with the Foundation's standard policies and proce parties state as follows:	dures,	the
1. <u>Possibility of Additional Contributions</u> . We reserve to ourselves, to the member family, and to any other third parties, the right to make additional contributions to the		

<u>Distributions from the Fund</u>. **5**% of the fund balance, as determined by the current

policies of the Foundation, will be distributed annually in the form of grants that apply to the

above criteria.



TOGETHER WE CAN

208 E. 4TH ST. | BARTLESVILLE, OK | 918.337.2287 BARTLESVILLECF.ORG

- 3. <u>Investment Management by Foundation</u>. Contributions to the Fund may be mingled, for administrative and investment purposes, with other property held, managed, and invested by the Foundation. In the event of such mingling, the Foundation shall allocate to the Fund a proportionate part of the investment income earned by the mingled property, together with any realized or unrealized capital gains or losses, using such allocation formula or method as the Foundation's Board of Directors may, from time to time, determine to be equitable under the circumstances.
- 4. <u>Costs and Expenses</u>. Charges shall be assessed against the Fund consistent with the charges assessed from time to time against similar funds of the Foundation (currently an annual administrative fee of 1% of the fair market value of the fund on June 30 of each year and assessed quarterly) and amended by the Foundation from time to time.

Any person or entity providing investment advice with respect to this Fund will only be compensated fairly and according to usual and customary fees being charged by similar managers at the time (currently .42% annually)*.

Fund Type	Annual Fee	Min BCF Fee	Invested?	Annual Spend Limit	Minimum Opening Deposit	Minimum Balance
Field of Interest Fund	1% + Investment Fee	\$100	Yes*/No	5%	\$5,000	\$200



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<u>Listings</u>. I agree to be listed in the publications of the Foundation.

	agreement is subject to the Found rms of the gift as further described	-
DONOR/FUND ADVISOR(s)		
Print	Sign	Date
Print	Sign	Date
BARTLESVILLE COMMUNITY	FOUNDATION REPRESENTATIVE	
Laura Jensen, MBA Executive Director	 Date	

5.

208 E. 4TH ST. | BARTLESVILLE, OK | 918.337.2287 BARTLESVILLECF.ORG

Contact Information. Task Force Chair, Vice Chair, City Manager. In the event the Chair or Vice Chair represent an organization that might be eligible to receive a grant from this fund, the task force will appoint another task force member to this fund.

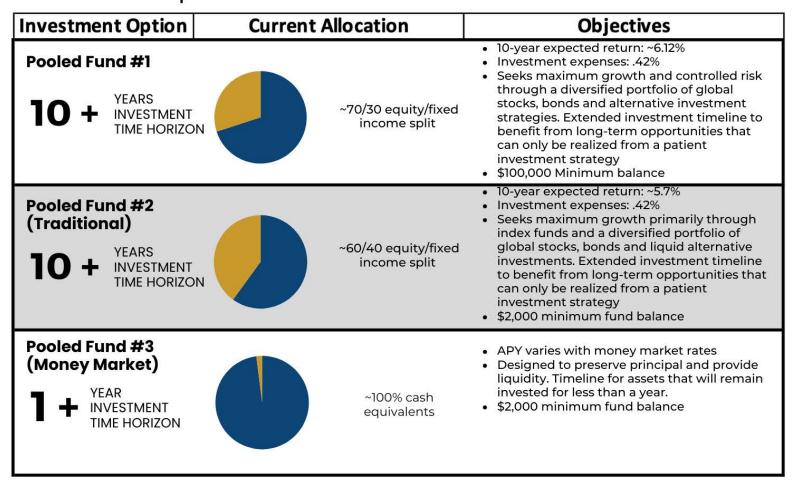
Up to the task force to establish a grant review committee.



Investment Portfolios

The Bartlesville Community Foundation offers three investment options designed to meet a range of philanthropic goals and time horizons. Each of our investment portfolios is carefully constructed by our investment managers and diversified across investment opportunities to maximize return and minimize volatility. Arvest Wealth Management (AWM) is the Foundation's investment partner and maintains investment allocation through ongoing rebalancing. Investments are monitored regularly by AWM, the Foundation Committees, Board, and staff.

Investment Options:



A portion of each portfolio may be held in cash at all times to provide liquidity for grant distributions.

Investment expenses are in addition to any Foundation administrative fees.

Investments will be made in accordance with the Oklahoma Uniform Prudent Investor Act. Fundholders should recognize short-term fluctuations may cause variations in performance. The BCF evaluates performance from long-term perspective with reference to a 10-year market cycle. Investment services are provided by Arvest Wealth Management in accordance with an Investment Policy Statement.

BCF does not provide investment services or advice.

CHANGE HOW YOU GIVE

SUPPORT ALTERNATIVES TO PANHANDLING



TEXT BARTLESVILLE TO ##-###

ARE YOU IN NEED OF HELP? CALL 211

Donations are managed by the

Bartlesville Community Foundation





Agenda Item: 7.e.i.

Date: 8/6/2025

Prepared by: Chief Call

Department: Fire

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Oak Park Fire Station property. Approval of donation/return of property

Attachments: Original property deed transferring the property to Washington County

II. STAFF COMMENTS AND ANALYSIS

The original Oak Park Fire Station property was donated to Washington County to be used as a fire station for the Washington County Volunteer Fire Department. Included in the original deed was language that the County must use the property for fire protection or the housing of firefighters or firefighting equipment. If not, the property will be returned to the City. The property will be used in the short term for training evolutions for the Fire Department. Long term the Police Department as well as Development services have expressed interest in the property.

III. BUDGET IMPACT

Minimal – Electric and upkeep expenses related to the property and structure. Est \$2,500 per year.

IV. RECOMMENDED ACTION

Approval of the item and accept/acknowledge the return of the property from the County per the original deed language.

QUIT CLAIM DEED

THIS INDENTURE, Made this 24th day of September, 2004, by and between City of Bartlesville, an Oklahoma municipal corporation, Party of the First Part, and Washington County, Party of the Second Part.

WITNESSETH, That said Party of the First Part, in consideration of the sum of TEN DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey unto Washington County, its successors and assigns, the entire fee simple title in and to the following described real estate, situated in the County of Washington, State of Oklahoma, to-wit:

Block 13, Oak Park Village, Section I, Bartlesville, Oklahoma

NO STAMPS REQUIRED - GOVERNMENTAL AGENCY IS GRANTOR.

Together with all and singular the hereditaments and appurtenances thereunto belonging.

PROVIDED HOWEVER, the improvements on the above land must be used as a facility for housing fire fighting crews, and/or equipment for the purposes of fire fighting. No other uses shall be permitted unless those uses relate to the purpose of fire fighting. In the event said property is not used for said purpose for a period of ninety (90) days, the property shall revert to the City of Bartlesville.

TO HAVE AND TO HOLD the above granted premises unto said Party of the Second Part, its successors and assigns forever, subject to the right of reversion above set forth.

IN WITNESS WHEREOF, The said Party of the First Part has hereunto caused these presents to be signed in its name by its Mayor the day and year first above

CITY OF BARTLESVILLE

STATE OF OKLAHOMA

)SS:

COUNTY OF WASHINGTON

CITY OF BARTLESVILLE **401 S. JOHNSTONE BARTLESVILLE, OK 74003-6619**

ed Lockin, Mayor

The foregoing instrument was acknowledged before me this 24th day of September, 2004, by Ted Lockin, Mayor of the City of Bartlesville, an Oklahoma municipal corporation, on behalf of the City

(SEAL)

Commission Expires:



Progress Report

Bartlesville NEXT

Current Reporting Date: Sep 01, 2025 - Sep 30, 2025

Report Created On: Sep 25, 2025

5

13

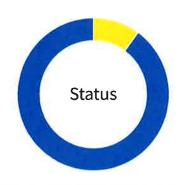
40

Strategic Priority

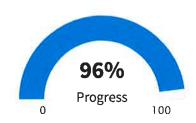
Objective

Goal

Overall Summary



Some Disruption 10 Completed 90



Executive Summary

Summary:

The Bartlesville NEXT plan is a comprehensive, multifaceted city strategy structured around critical priorities: economic vitality, financial strength and operational excellence, community character, effective infrastructure, and emerging issues. The plan is nearing completion, with 96% of its objectives achieved and most initiatives finalized. It aimed to strengthen city operations, infrastructure, community engagement, and economic development, while also modernizing workplace culture and bolstering citizen feedback mechanisms. Most goals and objectives—ranging from developing asset management systems, updating regulations, launching new digital tools, improving public spaces, community partnership programs, and employee initiatives—have been completed. Ongoing efforts address community issues such as child care and homelessness through dedicated task forces and collaborations.

Accomplishments:

Key milestones include successful completion of infrastructure masterplans, modernization of the city website, launch of the city app and digital reporting tools, enhanced community feedback through citizen and employee surveys, and updates to zoning and land-use codes. Notably, programs to improve worker morale and retention, adapt flexible work policies, recognize employee contributions, and ensure operational excellence through accreditations have been implemented. Large-scale community events like CommUNITY Fest were organized, and volunteer and Neighborhood Watch programs were established. Partnerships with economic development organizations have yielded strategic progress, and improvements to parks, playgrounds, and public safety infrastructure (including public restrooms and security systems) have been completed. Council handbooks, financial policy updates, and long-range budgeting practices have been adopted, while feedback and communications initiatives continue to strengthen community trust.

Roadblocks:

Some disruptions affected 10% of the plan, including event scheduling conflicts—such as CommUNITY Fest overlapping with OctoberFest, leading to lower attendance. A specific planned update to the city's comprehensive plan was closed with no council action, and some ongoing projects (e.g., child care regulation proposals and homelessness response construction efforts) faced procedural delays and external regulatory hurdles. Coordinating events amid a busy civic calendar remains challenging, and overlap among initiatives occasionally hampers optimal resource use and attendance. Some systems integration projects (like 311 and E.A.M.) are incomplete, and issues such as vandalism persist, requiring continued vigilance.

Recommendations:

To sustain momentum and further strengthen outcomes, continued collaboration with community and economic partners is advised. Combining community events may optimize attendance and resource use. Persistent monitoring and iterative updates of completed projects—such as digital platforms and public safety measures—will help maintain relevance and effectiveness. Addressing unresolved integration of operating systems like 311 and E.A.M. should be prioritized. The city should support the progress of current task forces, especially regarding child care regulations and strategies addressing homelessness. Continued transparent communication with citizens and employees is critical for maintaining trust and should be expanded through regular reports and feedback mechanisms. Finally, future engagement with the City Council and stakeholders on comprehensive plan updates may facilitate the advancement of postponed or incomplete objectives.

Report Legend



/#\ Priority \ \times \ No Update \ \div \ Overdue

Department Summary



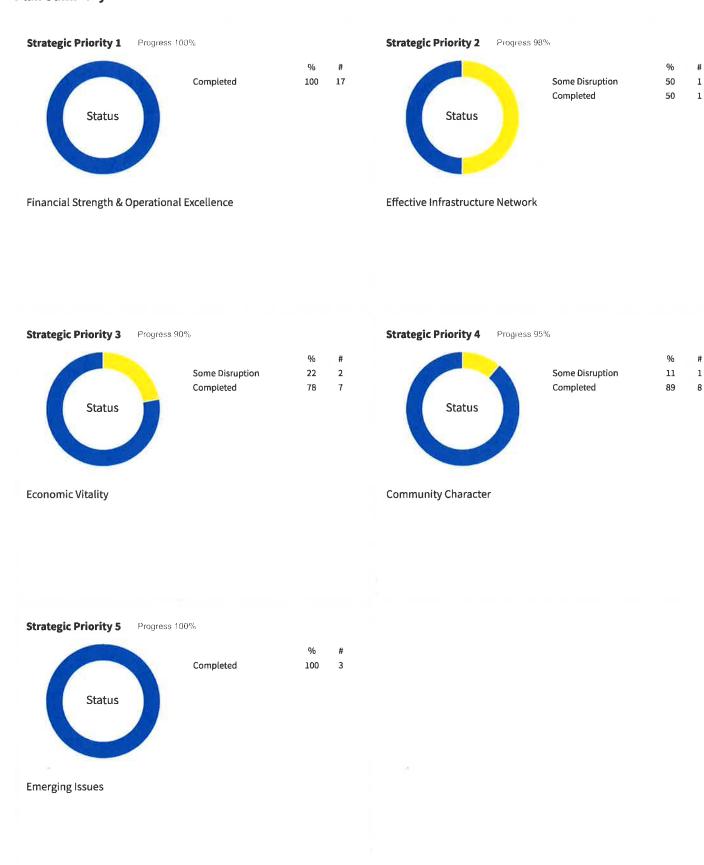
Status

%

100

Completed

Plan Summary



Strategic Priority 1

Progress 100%

Financial Strength & Operational Excellence

Completed 100

Objective: 4

Goal: 17

Objective 1.1

Progress 100%

Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.

Completed

100 5

17

Goal: 5

Goal 1.1.1

Ongoing - Oct 31, 2023

within schools.

Completed

Progress 100%

Investigate programs to recruit non-traditional employees and

Challenges:

Next Steps:

Goal 1.1.2

Ongoing - Oct 31, 2023

Completed

Within six months of adoption of Strategic plan, investigate

Progress 100%

Update provided by Kelsey Walker on Nov 30, 2023 06:00:01

Update provided by Kelsey Walker on Sep 30, 2023 05:00:01 Accomplishments: Goal has been completed.

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.1.3

Ongoing - Oct 31, 2023

Completed

Progress 100%

Implement a job swap program for employees.

potential vacation buyback program.

Update provided by Kelsey Walker on Sep 30, 2023 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.1.4

Ongoing - Jul 31, 2024

Completed

Progress 100%

Hold employee appreciation luncheons twice yearly.

Update provided by Kelsey Walker on Apr 30, 2024 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.1.5

Ongoing - Apr 30, 2024

Completed

Investigate ways to implement a flex-hours or work from home

Progress 100%

Update provided by Kelsey Walker on Sep 30, 2024 05:00:01 Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Objective 1.2

Progress 100%

program for applicable employees.

Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process, and furthering integration of IT systems into our operating departments.

Completed

100 4

Goal: 4

Goal 1.2.1

Ongoing - Oct 31, 2023

Completed

Progress 100%

Develop a committee to research best practices and accreditation programs.

Update provided by Kelsey Walker on Mar 31, 2024 05:00:01

Accomplishments: Goal has been completed. Committee has met and is gathering data.

Challenges:

Next Steps:

Goal 1.2.2

Ongoing - Jul 31, 2023

Completed

Progress 100%

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.

Update provided by Kelsey Walker on Sep 30, 2023 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.2.3

Ongoing - Apr 30, 2024

Completed

Progress 100%

Re-evaluate 311 and Enterprise Asset Management (E.A.M.) to determine how we can integrate these systems into our operating departments.

Update provided by Matt McCollough on Apr 03, 2025 17:09:27

Accomplishments:

Challenges:

Next Steps:

Goal 1.2.4

Ongoing - Oct 31, 2024

Completed

Progress 100%

Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.

Update provided by Kelsey Walker on Mar 28, 2025 13:35:46

Accomplishments: Redesigned website launched to the public on March 19.

Next Steps: Staff will continue to routinely monitor the website to assess if further changes are needed in the future.

Objective 1.3 Progress 100%

Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.

Completed 100 5

Goal: 5

Goal 1.3.1

Ongoing - Sep 30, 2024

Completed

Progress 100%

Create and publish annual digital report on overall City and departmental achievements, progress, and goals. Summary of report to be circulated in utility bill.

Update provided by Kelsey Walker on Sep 30, 2024 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.3.2

Ongoing - Apr 30, 2024

Completed

Progress 100%

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.

Update provided by Kelli Williams on Apr 25, 2025 14:43:13

Accomplishments: Post cards were mailed as planned and the online portion of the survey opened April 14. This portion will end April 28, officially ending the survey. The Communications Department has consistently publicized both the randomized and online survey options and will release the results when they are made available by Polco, the consultant.

Challenges:

Next Steps: Results will be analyzed by the consultant and presented to the City Council in July.

Goal 1.3.3

Ongoing - Jul 31, 2023

Progress 100%

Update provided by Kelsey Walker on Sep 30, 2023 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Create and distribute survey for employees to rate their department and the City as an overall employer by July 1, 2023.

Goal 1.3.4

Ongoing - Oct 31, 2023

Completed

Progress 100%

Develop feedback cards for golf course, library and other City services as appropriate.

Update provided by Kelsey Walker on May 31, 2024 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.3.5

Ongoing - Apr 30, 2024

Completed

Continue to enhance, improve, and promote City Beat and grow

Progress 100%

Update provided by Kelsey Walker on Aug 31, 2023 05:00:01

Accomplishments: Goal has been compelted.

Challenges:

Next Steps:

Objective 1.4 Progress 100%

subscription base by 10%.

Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.

Completed

100

3

Goal: 3

Goal 1.4.1

Ongoing - Oct 31, 2023

Completed

Progress 100%

Update provided by Kelsey Walker on Dec 31, 2023 06:00:01

Accomplishments: Goal has been completed,

Challenges:

Next Steps:

Develop and adopt formal policies pertaining to:

- Debt Policy
- Utility Rate Studies
- Capital Planning Policy

Goal 1.4.2

Ongoing - Jul 31, 2025

Completed

Progress 100%

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.

Update provided by Jason Muninger on May 01, 2025 15:01:48

Accomplishments:

Challenges:

Next Steps:

Goal 1.4.3

Ongoing - Apr 30, 2024

Completed

Progress 100%

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.

Update provided by Kelsey Walker on Dec 31, 2023 06:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Strategic Priority 2

Progress 98%

Effective Infrastructure Network

% # 50 Some Disruption 1 50 1

Objective: 2

Objective 2.1

Goal: 2

Progress 96%

Develop Asset Management Program for infrastructure.

Some Disruption 100 1

Goal: 1

Goal 2.1.1

岔

Ongoing - Oct 31, 2025

Some Disruption

Progress 96%

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.

Update provided by Micah Siemers on Jul 15, 2025 14:05:46

Accomplishments:

Challenges:

Next Steps:

Objective 2.2 Progress 100%

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

Completed

Completed

100 1

Goal: 1

Goal 2.2.1

Ongoing - Jun 30, 2023

Completed

Progress 100%

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

Update provided by Kelsey Walker on Aug 31, 2023 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Strategic Priority 3

Economic Vitality

Goal: 9

Some Disruption Completed

22 2 78

Objective 3.1

Objective: 3

Progress 91%

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

Some Disruption Completed

50 1 50

Goal: 2

Goal 3.1.1

Ongoing - Oct 31, 2024

Completed

Progress 100%

Update provided by Kelsey Walker on May 23, 2025 14:59:29

Council took no action on the proposed update. As such, this project is now complete.

Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.).

Goal 3.1.2



Ongoing - Jun 30, 2025

Some Disruption

Progress 82%

Update provided by Larry Curtis on Aug 19, 2025 20:45:10

Accomplishments: A subcommittee is to be created by the Park Board for review and approval of updates to the Trails/Multi-Model Plan.

Challenges: N/A.

Next Steps: Subcommittee will be meeting.

Update zoning, subdivision, and other ordinances and codes which regulate private development and land use following the updated comprehensive land use plan.

Objective 3.2

Progress 100%

Collaborate with economic development partners and experts to optimize development.

Completed 100

3

Goal: 3

Goal 3.2.1

Ongoing - Ongoing

Completed

Update provided by Kelsey Walker on Jun 30, 2023 05:00:01 Accomplishments: Goal has been completed.

Challenges:

Next Steps:

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.

Goal 3.2.2

Ongoing - Dec 31, 2023

Completed

Progress 100%

Update provided by Kelsey Walker on Aug 31, 2023 05:00:01 Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Convene a meeting with all economic development partners to determine how best to support their efforts and to define the expectations for all parties.

Goal 3.2.3

Ongoing - Ongoing

Completed

Ongoing coordination between liaison and economic development partners.

Update provided by Kelsey Walker on Dec 31, 2023 06:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Objective 3.3

Progress 81%

Develop and implement strategies to retain and attract young professionals and families to Bartlesville.

Some Disruption

25 1

Goal: 4

Completed

75 3

Goal 3.3.1

Ongoing - Sep 30, 2023

Completed

Identify community partners who employ and recruit young

Progress 100%

Update provided by Kelsey Walker on Sep 30, 2023 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 3.3.2

professionals.

Ongoing - Jan 31, 2024

Completed

Progress 100%

Update provided by Kelsey Walker on May 23, 2025 16:11:54

Update provided by Kelsey Walker on May 23, 2025 16:12:49

Meetings have been conducted.

Engage with community partners to learn how the City can attract young professionals and families.

Goal 3.3.3



Ongoing - Jan 01, 2024

Some Disruption

Examine ways to make the community more enticing for businesses and restaurants that attract young professionals and families.

Completed

Update provided by Kelsey Walker on Jun 30, 2024 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 3.3.4

Ongoing - Jan 31, 2024

Progress 100%

Work closely with BDA and Visit Bartlesville to promote their efforts and accomplishments.

Strategic Priority 4

Progress 95%

Community Character

Goal: 9

Some Disruption Completed % # 11 1 89 8

Objective 4.1

Objective: 3

Progress 100%

Explore opportunities to embrace the unique cultures of our community.

Completed

100 2

Goal: 2

Goal 4.1.1

Ongoing - Jan 01, 2024

Completed

Progress 100%

Coordinate a multi-cultural group to highlight the diverse cultures in our community.

Update provided by Kelsey Walker on Nov 30, 2023 06:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 4.1.2

Ongoing - Jan 31, 2025

Completed

Progress 100%

Allocate city resources for support group (such as facilities, properties, venues, etc.)

Update provided by Kiley Roberson on Mar 26, 2025 15:24:08

Accomplishments: Successfully completed the event planning and execution of CommUNITY Fest to support various groups in our city.

Challenges: Encountered challenges with planning around all the other events the city and various groups offer. The event ended up overlapping with OctoberFest as well which did impact attendance.

Next Steps: The planning team has decided that it would be better going forward to combine this event with another preexisting event to capitalize on attendance numbers and just make the unity part a piece of theme for the event.

Objective 4.2 Progress 76%

Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.

Some Disruption

% # 50 1

Completed

50 1

Goal: 2

Goal 4.2.1

Ongoing - Oct 31, 2024

Completed

Progress 100%

Update provided by Kelsey Walker on May 23, 2025 14:59:53

As this project was waiting for council action on the comprehensive plan, we can now state that this project is complete.

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.

Goal 4.2.2

 \square \Diamond

Ongoing - Oct 31, 2024

Some Disruption

Progress 52%

Create a Trails/Multi-model plan that incorporates existing assets and plans such as bicycle plan.

Update provided by Larry Curtis on Aug 19, 2025 20:46:19

Accomplishments: A subcommittee has been created to review and make recommendations of the trail/,multi-modal plan.

Challenges: N/A

Next Steps: Meeting of the subcommittee.

Objective 4.3

Progress 100%

Ensure and maintain clean, bright, vibrant community spaces.

Completed

5

100

Goal: 5

Goal 4.3.1

Ongoing - Apr 30, 2024

Completed

Progress 100%

Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc.

Update provided by Kelsey Walker on Sep 30, 2024 05:00:01

Accomplishments: Goal is complete. 10 of 10 bathrooms installed.

Challenges:

Next Steps:

√Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors

✓ Police to respond to all calls at public restrooms generated by new systems

✓Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.

Goal 4.3.2

Ongoing - Oct 31, 2024

Completed

Progress 100%

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.

Update provided by Kelsey Walker on Jun 26, 2025 14:18:19

Committee is established and had completed working on the projects as established by council.

Goal 4.3.3

Ongoing - Oct 31, 2023

Completed

Progress 100%

Establish Neighborhood Watch and Sentinel Program.

Update provided by Kelsey Walker on Mar 31, 2024 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 4.3.4

Ongoing - Apr 30, 2024

Completed

Finalize implementation of and launch Software 311 and City

Progress 100%

Update provided by Kelsey Walker on Apr 30, 2024 05:00:01 Accomplishments: Goal has been completed.

Update provided by Kelsey Walker on Mar 31, 2024 05:00:01

Challenges:

Next Steps:

Goal 4.3.5

App.

Ongoing - Jul 31, 2023

and rights-of-way.

Completed

Create a list of minimum maintenance intervals for our parks

Progress 100%

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Page 14

Strategic Priority 5

Progress 100%

Emerging Issues

Completed

% # 100 3

Objective: 1

Goal: 3

Objective 5.1

Progress 100%

Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others to be Determined.

Completed

% #

Goal: 3

Goal 5.1.1

Ongoing - Apr 30, 2024

Completed

Progress 100%

Update provided by Kelsey Walker on May 23, 2025 16:14:02 New task force established and meeting regularly.

Proposed regulations presented to council 10/24.

Goal 5.1.2

Child Care

Ongoing - Apr 30, 2024

Complete

Progress 100%

Housing

Update provided by Kelsey Walker on Sep 30, 2024 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 5.1.3

Ongoing - Apr 30, 2024

Completed

Progress 100%

Homelessness

Update provided by Kelsey Walker on Jun 30, 2024 05:00:01

Accomplishments:

Challenges:

Next Steps: Collaboration with "B the Light" will continue. Their construction currently delayed by ODEQ.



Agenda Item 7.g.i.

October 6th 2025

Prepared by Captain Daniel Elkins

Police Department

I. Subject: Monthly ALPR (Flock Cameras) report per Chapter 15 Ordinance 3600

II. Background:

a. The City of Bartlesville recently passed a new ordinance pertaining to ALPR technology such as Flock Safety Cameras with guidelines on implementation and a report on monthly activity. Attached is a detailed report for the month of September 2025.

III. Staff Comments and Analysis:

a. Staff has conducted an organizational audit and found no discrepancy for September 2025.

IV. Recommended Action:

a. Review Attached reports.

Bartlesville Police Department

Chief of Police, Kevin Ickleberry – Deputy Chief of Police, Troy Newell 615 S. Johnstone Ave. Non-Emergency 918.338.4001

Bartlesville, OK 74003 Administration 918.338.4050



To: DC A. Ward

From: Capt. D. Elkins #2350

Subject: Monthly Flock Report -September 2025-

Date: 09/19/2025

1. System Overview

- Total ALPR Cameras Installed: 10

- Current Locations:

#	Location	Distance from City Limit
1	Frank Phillips & Western- Eastbound	Approx. 300'- Straight east of west city limit.
2	3700 block of Frank Phillips Blvd.	Approx. 3,590' straight west of east city limit.
3	Hillcrest Dr. & Caney River-Northbound	Approx. 3,000' SW to city limit on Kane Hill.
4	Madison Blvd. & Tuxedo BlvdSouthbound	Approx. 5,300' west of east city limit at Bison Rd.
5	Adams Blvd & Adams Rd-Eastbound	Approx. 9, 520' east of east city limit at Bison Rd.
6	14 th Street & Texas Circle-Eastbound	Approx. 50' south or north (SW) city limit.
7	Frank Phillips Blvd & Cherokee	Approx. 2,400' south of the north city limit.
8	Silver Lake Rd. & Price RdNorthbound	Approx. 1,700" north of the south city limit at Hampden.
9	Virginia Ave. & Herrick-Southbound	Approx. 105" south of north west city limit.
10	Bison Rd. & Adams BlvdWestbound	Approx. 570' east of the east city limit.

- System Manufacturer/Provider: Flock Safety

- Retention Period: 30 days

- Data Storage Location: AWS Cloud (encrypted) (FBI CJIS compliant)

2. System Activity Summary

Report Dates August 20 th to September 19 th	
Total License Plates Captured	769,296
Unique License Plates Captured	496,086
Total Hotlist Entered	9
Alerts Matched Against Hotlists	1
Searches Conducted by Personnel	179 searches total, on 20 cases

3. Hotlist Monitoring

- Hotlists Used:

- [e.g., NCIC Stolen Vehicle List, Amber Alert, Custom Local Lists]

- Hotlist Updates Verified: [Yes/No]

4. User Access & Searches

- Total Authorized Users: 24

- New User Accounts Created: 0

- Search Audit Logs Reviewed: Yes/No]

First				
Name	Last Name	Title	Role	Last Login
Alison	Pittman	Dispatcher	User	09/09/2025
		Deputy Chief -		
Andrew	Ward	Operations	Admin	04/2/2025
Chad	McCarty	D.A. Investigator	User	08/13/2025
Daniel	Elkins	CID Captain	Admin	09/19/2025
Daniel	Mains	Patrol Lieutenant	Admin	09/18/2025
Gina	Kennedy	Dispatcher	User	08/24/2025
Glenn	McClintock	CID Lieutenant	Admin	09/05/2025
Greg	Oates	LEAD	Admin	09/07/2025
Hannah	Harbour	LEAD	Admin	09/18/2025
Jakaya	Barker	Dispatcher	User	Deactivated
Jamie	Tennell	Dispatcher	User	09/06/2025
Jasie	Mercier	Dispatcher	User	09/13/2025
Jay	Hastings	Service Captain	Admin	12/19/2024
Jennifer	Hart	Dispatcher	User	08/15/2025
Joshua	Johnson	Patrol Lieutenant	Admin	Deactivated
Kevin	Ickleberry	Chief	Admin	02/20/2025
Keylee	Johnson	LEAD	Admin	09/19/2025
Lauren	Holland	Dispatcher	User	09/14/2025
Lisa	Duncan	Dispatcher	User	08/24/2025
Makinze	Powell	Dispatcher	User	09/18/2025
Mike	Stokes	Dispatcher	Admin	07/31/2025
Rudy	Brooklyn	Dispatcher	User	08/19/2025
Sarah	Barajas	Dispatcher	User	Deactivated
Sarah	Vigil	Dispatcher	User	04/24/2025
Tanya	Yates	Dispatcher	User	09/17/2025

Travis	Martinez	Patrol Captain	Admin	
Tyler	Diedrich	Patrol Lieutenant	Admin	3/18/2025

5. System Maintenance & Uptime

Camera Location	Uptime %	Maintenance Performed	Notes
#1 P1- D1-1111	99%		
#1 Frank Phillips	99%	Device Operating	
Blvd @ Hwy 123	1000/	Normally	
#2 3700 block of	100%	Device Operating	
Frank Phillips		Normally	
Blvd.			
#3 Hillcrest Dr. &	100%	Device Operating	
Caney River-		Normally	
Northbound			
#4 Madison Blvd.	100%	Device Operating	
& Tuxedo Blvd		Normally	
Southbound			
#5 Adams Blvd &	100%	Device Operating	
Adams Rd-		Normally	
Eastbound			
#6 14th Street &	0%	Scheduled for	damaged in auto
Texas Circle-		replacement	accident on
Eastbound			06/25/25
#7 Frank Phillips	100%	Device Operating	
Blvd & Cherokee		Normally	
#8 Silver Lake Rd.	100%	Device Operating	
& Price Rd		Normally	
Northbound		-	
#9 Virginia Ave. &	100%	Device Operating	
Herrick-		Normally	
Southbound			
#10 Bison Rd. &	100%	Device Operating	
Adams Blvd		Normally	
Westbound		-	

6. Privacy & Compliance

- Data Retention Policy Enforced: Yes/No]

- Compliance Review Completed: [Yes/No]

7. Comments/Recommendations

- Written permission from private property owner for camera #3 at Hwy 75 and Rice Creek is completed.
- I had a very productive zoom meeting with Flock and the Relocation team on 09/12/25. I was reassured that they will have a majority of the cameras moved by the 10/06/25 city council meeting.

See attached excel reports for greater detail.

role_name	name 9	Service	Days Visited
Admin	Andrew Wi		Days Visited
Admin	Andrew Wal		2
Admin	Andrew Was	•	
Admin	Andrew Was	_	
Admin	Andrew Wil	/MS Page	
Admin	Andrew Wil	Neb App	
Admin	Daniel Elkir A	All FlockOS	6
Admin	Daniel Elkir H	Hotlist Page	2
Admin	Daniel Elkir S	earch Page	2
Admin	Daniel Elkir S		5
Admin	Daniel Elkir \	•	
Admin	Daniel Elkir V		6
Admin	Daniel Mai A		4
Admin	Daniel Mai N		1
Admin	Daniel Mai S	_	2
Admin	Daniel Mai V		2
Admin	Glenn McC A		5
Admin	Glenn McC H	_	
Admin Admin	Glenn McC N		2 3
Admin	Glenn McC S	_	
Admin	Glenn McC V		, c
Admin	Glenn McC V	_	3
Admin	Greg Oates A		1
Admin	Greg Oates F		1
Admin	Greg Oates S	_	
Admin	Greg Oates V	_	1
Admin	Hannah Ha A		10
Admin	Hannah Ha H	Hotlist Pag	3
Admin	Hannah Ha S	earch Page	2
Admin	Hannah Ha V	/MS Page	
Admin	Hannah Ha V	Veb App	7
Admin	Jay Hasting A	All FlockOS	
Admin	Jay Hasting H	_	
Admin	Jay Hasting S		e
Admin	Jay Hasting V		
Admin	Joshua Joh A		
Admin	Joshua Joh F	_	
Admin	Joshua Joh N		
Admin	Joshua Joh S	_	
Admin	Joshua Joh S		ge
Admin Admin	Joshua Joh V	_	
Admin Admin	Joshua Joh V Kevin Icklel A		
Admin			.
Admin	Kevin Icklel F	_	:
Aumm	Kevin Icklel V	wen Abb	

	W	4.5
Admin	Keylee Johi All FlockOS	19
Admin	Keylee Johi Hotlist Pagi	10
Admin	Keylee Johi Search Pag	1
Admin	Keylee Johi Sharing Page	
Admin	Keylee Johi VMS Page	1
Admin	Keylee Johi Web App	10
Admin	Mike Stoke All FlockOS	
Admin	Mike Stoke Hotlist Page	
Admin	Mike Stoke VMS Page	
Admin	Mike Stoke Web App	
Admin	Travis Mari All FlockOS	
Admin	Tyler Diedr All FlockOS	
Admin	Tyler Diedr Hotlist Page	
Admin	•	
	Tyler Diedr Search Page	
Admin	Tyler Diedr VMS Page	
Admin	Tyler Diedr Web App	_
Dispatch	Alison Pittr All FlockOS	1
Dispatch	Alison Pittr Hotlist Pag	1
Dispatch	Alison Pittr Web App	1
No Assign	e Chris Neal All FlockOS	
No Assign	e Sarah Baraj All FlockOS	
No Assign	e Sarah Baraj Web App	
No Assign	e Troy Newe All FlockOS	
_	e Warren Mc All FlockOS	
•	e Warren Mc Hotlist Page	
_	e Warren McSearch Page	
_	e Warren McVMS Page	
•	e Warren Mc Web App	
User	Chad McCa All FlockOS	
User	Chad McCa Hotlist Page	
User	Chad McCa Web App	
User	Gina Kenne All FlockOS	2
User	Gina Kenne Hotlist Pag	2
User	Gina Kenne Web App	2
User	Jakaya Barl All FlockOS	2
User	Jakaya Barl Hotlist Pag	2
User	Jakaya Barl Web App	2
User	Jamie Tenn All FlockOS	2
User	Jamie Tenn Search Page	~
	Jamie Tenn Web App	
User		7
User	Jasie Merci All FlockOS	7
User	Jasie Merci Hotlist Pag	3
User	Jasie Merci Web App	3
User	Jennifer Ha All FlockOS	
User	Jennifer Ha Hotlist Page	
User	Jennifer Ha Web App	
User	Lauren Hol All FlockOS	6

User	Lauren Hol Hotlist Pagi	5
User	Lauren Hol Web App	5
User	Lisa Duncaı All FlockOS	1
User	Lisa Duncaı Hotlist Pagı	1
User	Lisa Dunca: Web App	1
User	Makinze Pc All FlockOS	13
User	Makinze Pc Hotlist Page	12
User	Makinze Pc Web App	12
User	Rudy Brool All FlockOS	14
User	Rudy Brool Hotlist Pag	4
User	Rudy Brool Web App	4
User	Sarah Vigil All FlockOS	
User	Sarah Vigil Web App	
User	Tanya Yate All FlockOS	9
User	Tanya Yate Hotlist Pag	4
User	Tanya Yate Web App	4

Hotlist Too Last Login	9/9/2025	4/2/2025	#######	#######	#######	#######	#######	9/6/2025	9/7/2025	######	#######	9/6/2025	######	#######	#######	#######	######	######	#######	#######	#######	#######	#######	#######	#######	######			#######	########
Hotlist T	Enabled	Enabled	Enabled		Enabled	Enabled	Enabled	Enabled	Enabled	Enabled		Enabled	Enabled	Enabled	Enabled		Enabled	Enabled	Enabled	Enabled	Enabled	Enabled	Enabled		Enabled	Enabled	Enabled		Enabled	
t Search	Enabled	Enabled	Enabled		Enabled	Enabled	Enabled	Enabled	Enabled	Enabled		Enabled	Enabled	Enabled	Enabled		Enabled	Enabled	Enabled	Enabled	Enabled	Enabled	Enabled		Enabled	Enabled	Enabled		Enabled	
Identity Prc User Mgmt Search	Disabled	Enabled	Disabled		Enabled	Enabled	Disabled	Enabled	Enabled	Enabled		Disabled	Disabled	Enabled	Disabled		Enabled	Enabled	Disabled	Disabled	Disabled	Enabled	Disabled		Disabled	Disabled	Enabled		Enabled	
Identity	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock	Flock
ie Email Phone Title Role	agpittman@cityofbart Dispatcher Dispatch	alward@cii'+1580262: Deputy Chi Admin	chad.mccal '+1918440' D.A. Invest User	cwneal@ci '+1918639! Lieutenant	dbelkins@cityofbartlesville.org Admin	demains@''+1918397; Lieutenant Admin	gmkennedy@cityofbar Dispatcher User	McClintock grmcclin@\ +1918914? Lieutenant Admin	gjoates@ci '+1918213! LEAD Admin	hjharbour (+1918332; LEAD Admin	jlbarker@cityofbartles Dispatcher	jntennell@cityofbartle Dispatcher User	jrmercier@cityofbartle Dispatcher User	jthastin@c'+1918440! Captain Admin	jmhart@cityofbartlesv Dispatcher User	jjjohnson@ '+1918440! Lieutenant	y krickleb@c'+1918766: Chief Admin	kdjohnson('+1479841! LEAD Admin	Imholland@cityofbartl Dispatcher User	Imgraber@cityofbartle Dispatcher User	mspowell@cityofbartlı Dispatcher User	mrstokes@ '+1918440! Dispatcher Admin	bdrudy@cityofbartles\ Dispatcher User	sfbarajas@cityofbartle Dispatcher	sdvigil@cityofbartlesvi Dispatcher User	tayates@cityofbartles Dispatcher User	tcmartinez '+1918214! Captain Admin	tmnewell@'+1918214 [,] Deputy Chief	tddiedrich ('+1580352, Lieutenant Admin	wdmorrow '+1918440; Captain
First Name Last Name Email	Pittman	Ward	McCarty	Neal	Elkins	Mains	Kennedy	McClintoc	Oates	Harbour	Barker	Tennell	Mercier	Hastings	Hart	Johnson	Ickleberry	Johnson	Holland	Duncan	Powell	Stokes	Brooklyn	Barajas	Vigil	Yates	Martinez	Newell	Diedrich	Morrow
First Nam	Alison	Andrew	Chad	Chris	Daniel	Daniel	Gina	Glenn	Greg	Hannah	Jakaya	Jamie	Jasie	Јау	Jennifer	Joshua	Kevin	Keylee	Lauren	Lisa	Makinze	Mike	Rudy	Sarah	Sarah	Tanya	Travis	Troy	Tyler	Warren

olume	31797	31646	31373	31272	31172	31058	31017	30490	30294	30173	30057	30002	29666	28956	28902	28888	28655	28119	27680	23873	23276	22942	20692	20244	18672	17860	17805	17443	15272
groupbysu _i Volume	Bartlesville																												
Date	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	#######	########	########	#######	########	########



Agenda Item 7.h.i.

September 18, 2025

Prepared by Jason Muninger, CFO/City Clerk

Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the two months ending August 31, 2025.

Attachments:

Interim Financials for August 31, 2025

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for August 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 August 31, 2025.



REPORT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

For The Two Months Ended August 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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WATER OPERATING/BMA WATER FUNDS
SANITATION

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REVENUE BUDGET STATUS
EXPENDITURE BUDGET STATUS
CHANGE IN FUND BALANCE

EXPLANATORY MEMO

FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



GENERAL FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

17% of Year Lapsed

		2025-26 Fiscal Year											2024-25 Fiscal Year				
										% of			% Total				
	Total Budget	YTD	Budget	_\	TD Actual	YTD	Encum		YTD Total	Budget	YTD Total		Year				
Revenue:																	
Sales Tax	\$ 17,934,728	\$ 2,9	989,121	\$	3,047,586	\$	-	\$	3,047,586	17.0%	\$	3,130,251	17.2%				
Use Tax	4,700,959	-	783,493		785,098		-		785,098	16.7%		785,851	15.7%				
Gross Receipt Tax	1,454,200	:	242,367		222,326		-		222,326	15.3%		218,703	14.6%				
Licenses and Permits	258,100		43,017		135,580		-		135,580	52.5%		139,356	59.4%				
Intergovernmental	686,200	:	114,367		9,658		-		9,658	1.4%		86,571	7.5%				
Charges for Services	528,613		88,102		116,545		-		116,545	22.0%		98,645	18.7%				
Court Costs	133,100		22,183		28,640		-		28,640	21.5%		21,638	14.1%				
Police/Traffic Fines	266,300		44,383		50,405		-		50,405	18.9%		41,120	15.0%				
Parking Fines	44,600		7,433		3,550		-		3,550	8.0%		8,215	16.7%				
Other Fines	55,400		9,233		10,203		-		10,203	18.4%		9,322	16.0%				
Investment Income	1,760,000	;	293,333		300,000		-		300,000	17.0%		852,268	35.4%				
Miscellaneous Income	1,107,700	:	184,617		24,873		-		24,873	2.2%		150,336	11.6%				
Transfers In	7,911,123	1,3	318,521		1,318,523			_	1,318,523	16.7%	_	1,091,629	16.7%				
Total	\$ 36,841,023	\$ 6,2	140,170	\$	6,052,987	\$		\$	6,052,987	16.4%	\$	6,633,905	17.7%				
Expenditures:																	
General Government	\$ 10,911,051	\$ 15	818,509	\$	1,841,042	\$ 1	61,325	\$	2,002,367	18.4%	\$	1,679,933	16.3%				
Public Safety	19,874,970		312,495	Y	3,028,264		306,370	Y	3,334,634	16.8%	Y	3,238,028	17.5%				
Street	2,210,872		368,479		292,941		22,130		315,071	14.3%		320,325	15.3%				
Culture and Recreation	3,927,421		654,570		558,138		77,321		635,459	16.2%		654,745	18.5%				
Transfers Out	3,901,595		650,266		650,265				650,265	16.7%		797,946	16.7%				
Reserves	1,288,490		214,748					_	-	0.0%	_	-	N.A.				
Total	\$ 42,114,399	\$ 7,0	019,067	\$	6,370,650	\$ 5	67,146	\$	6,937,796	16.5%	\$	6,690,977	17.1%				
Changes in Fund Balance:																	
Fund Balance 7/1				\$	6,869,826												
Net Revenue (Expense)					(317,663)												

\$ 6,552,163

Ending Fund Balance

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

17% of Year Lapsed

			2025-26 Fisc	al Year			2024-25 Fisca	al Year
						% of		% Total
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	Budget	YTD Total	Year
Revenue:								
Wastewater Fees	\$ 5,940,336	\$ 990,056	\$ 1,182,002	\$ -	\$ 1,182,002	19.9%	\$ 1,132,794	17.4%
Investment Income	202,166	33,694	-	-	-	0.0%	-	0.0%
Debt Proceeds	83,000,000	13,833,333	-	-	-	0.0%	-	N.A.
Miscellaneous	100,400	16,733	150		150	0.1%	3,071	2.8%
Total	\$ 89,242,902	\$ 14,873,816	\$ 1,182,152	\$ -	\$ 1,182,152	1.3%	\$ 1,135,865	16.6%
Expenditures:								
Wastewater Plant	\$ 3,097,300	. ,		\$ 2,524,043		98.7%	\$ 3,041,352	97.7%
Wastewater Maint	1,052,317	175,386	125,508	10,230	135,738	12.9%	151,015	16.7%
BMA Expenses	2,000,000	333,333	-	-	-	0.0%	-	N.A.
Transfers Out	2,015,278	335,880	335,878	-	335,878	16.7%	306,043	16.7%
Reserves	96,602	16,100				0.0%		N.A.
Total	\$ 8,261,497	\$ 1,376,916	\$ 995,497	\$ 2,534,273	\$ 3,529,770	42.7%	\$ 3,498,410	59.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,751,267					
Net Revenue (Expense)			186,655					

\$ 2,937,922

Ending Fund Balance

COMBINED WATER OPERATING & BMA WATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

17% of Year Lapsed

	2025-26 Fiscal Year					2024-25 Fiscal Year		
						% of	•	% Total
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	Budget	YTD Total	Year
Revenue: Water Fees Investment Income Debt Proceeds Miscellaneous	\$ 11,755,739 274,059 8,000,000	\$ 1,959,290 45,677 1,333,333	\$ 2,027,312	\$ - - -	\$ 2,027,312	17.2% 0.0% 0.0% N.A.	\$ 2,298,276 - - -	21.0% 0.0% N.A. 0.0%
Total	\$ 20,029,798	\$ 3,338,300	\$ 2,027,312	\$ -	\$ 2,027,312	10.1%	\$ 2,298,276	20.6%
Expenditures: Water Plant Water Administration Water Distribution BMA Expenses Transfers Out Reserves	\$ 5,166,544 464,959 2,470,881 11,184,392 3,184,211 253,961	77,493 411,814 1,864,065 530,702 42,327	69,135 345,135 178,769 530,711	44,662 38,319 - - -	113,797 383,454 178,769 530,711	13.5% 24.5% 15.5% 1.6% 16.7% 0.0%	\$ 691,091 111,711 315,150 487,197 479,803	17.6% 23.3% 14.8% 14.2% 16.7% N.A.
Total	\$ 22,724,948	\$ 3,787,492	\$ 1,757,792	\$ 147,618	\$ 1,905,410	8.4%	\$ 2,084,952	16.2%
Changes in Fund Balance: Fund Balance 7/1 Net Revenue (Expense)			\$ 6,293,695					

\$ 6,563,215

Ending Fund Balance

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

	2025-26 Fiscal Year					2024-25 Fiscal Year	
					% of		% Total
	Total Budget	YTD Budget	YTD Actual	YTD Encum YTD Total	Budget	YTD Total	Year
Revenue: Collection Fees Investment Income	\$ 6,581,948 2,000	. , ,	\$ 1,145,041	\$ - \$ 1,145,041 	17.4% 0.0%	\$ 1,129,621 -	16.7% 0.0%
Miscellaneous Transfers In	131,278	45,669 	7,970 	- 7,970 	6.1% N.A.	6,375 	16.5% N.A.
Total	\$ 6,715,226	\$ 1,142,993	\$ 1,153,011	\$ - \$ 1,153,011	17.2%	\$ 1,135,996	16.6%
Expenditures:							
Sanitation	\$ 3,965,404	\$ 660,901	\$ 667,413	\$ 304,925 \$ 972,338	24.5%	\$ 787,385	21.0%
Transfers Out Reserves	2,866,594 148,414	•	477,764	477,764	16.7% 0.0%	447,392	16.7% N.A.
Total	\$ 6,980,412	\$ 1,163,403	\$ 1,145,177	\$ 304,925 \$ 1,450,102	20.8%	\$ 1,234,777	19.2%
Changes in Fund Balance:							
Fund Balance 7/1			\$ 482,222				
Net Revenue (Expense)			7,834				
Ending Fund Balance			\$ 490,056				

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	2,105,695	315,340	15%
E-911 Fund	1,231,050	192,356	16%
Special Library Fund	94,386	287,893	305%
Special Museum Fund	10,726	522	5%
Municipal Airport Fund	8,654	218,990	2531%
Harshfield Library Donation Fund	29,318	-	0%
Restricted Revenue Fund	-	55,492	N/A
Golf Course Memorial Fund	2,875	-	0%
CDBG-COVID	485,000	_	0%
ARPA	-	_	N/A
Justice Assistance Grant Fund	_	14,410	N/A
Opioid Settlement Fund	_	14,410	N/A
Neighborhood Park Fund	4,133		0%
Cemetery Care Fund	2,601	322	12%
Cemetery Care Fund	2,001	322	12/0
Debt Service Fund	4,893,260	46,221	1%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,839,586	580,732	15%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	9,394	12,800	136%
Wastewater Regulatory Capital Fund	36,556	-	0%
City Hall Capital Improvement Fund	62,203	47,880	77%
Storm Drainage Capital Improvement Fund	3,914	6,069	155%
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	_	_	N/A
2018C G.O. Bond Fund	-	_	N/A
2019A G.O. Bond Fund	-	_	N/A
2019B G.O. Bond Fund	_	_	N/A
2021A G.O. Bond Fund	_	_	N/A
2022 G.O. Bond Fund	_	_	N/A
2023 G.O. Bond Fund	_	_	N/A
			.4/.
Proprietary Funds:			
Adams Golf Course Operating Fund	1,445,903	155,506	11%
Sooner Pool Operating Fund	90,835	14,687	16%
Frontier Pool Operating Fund	88,930	14,053	16%
Municipal Airport Operating	658,487	100,055	15%
Internal Service Funds:			
Worker's Compensation Fund	108,791	19,827	18%
Health Insurance Fund	6,371,415	1,138,737	18%
Auto Collision Insurance Fund	75,000	20,914	28%
Stabilization Reserve Fund	1,220,675	203,435	17%
Capital Improvement Reserve Fund	8,304,151	2,091,977	25%
Mausoleum Trust Fund	559	-	0%

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	5,337,203	1,135,000	21%
E-911 Fund	1,694,229	279,594	17%
Special Library Fund	194,000	16,646	9%
Special Museum Fund	25,600	1,736	7%
Municipal Airport Fund	8,654	147	2%
Harshfield Library Donation Fund	483,825	916	0%
Restricted Revenue Fund	283,449	17,659	6%
Golf Course Memorial Fund	44,984	22,709	50%
CDBG-COVID	485,000	-	0%
ARPA	1,232,952	205,492	17%
Justice Assistance Grant Fund	-	-	N/A
Opioid Settlement Fund	244,818	-	0%
Neighborhood Park Fund	73,643	_	0%
Cemetery Care Fund	18,398	_	0%
Debt Service Fund	4,895,060	-	0%
Capital Project Funds:			
Capital Project Funds: Sales Tax Capital Improvement Fund	7 052 707	071 527	12%
Park Capital Improvement Fund	7,952,707	971,537	N/A
Wastewater Capital Improvement Fund	140 149	_	0%
·	140,148 376,393		15%
Wastewater Regulatory Capital Fund City Hall Capital Improvement Fund		56,891	
,	308,106	-	0% 0%
Storm Drainage Capital Improvement Fund	70,379	-	0% N/A
Community Development Block Grant Fund 2008B G.O. Bond Fund	-	-	•
	-	-	N/A
2009 G.O. Bond Fund	-		N/A
2010 G.O. Bond Fund 2012 G.O. Bond Fund	-	-	N/A
	-	-	N/A
2014 G.O. Bond Fund	2.005	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund 2018A G.O. Bond Fund	-	-	N/A
	-		N/A 0%
2018B G.O. Bond Fund	31,386	-	
2018C G.O. Bond Fund 2019A G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund 2019B G.O. Bond Fund	222 270	-	N/A
	322,278	-	0%
2021A G.O. Bond Fund	13,683	-	0%
2022 G.O. Bond Fund	476,133	214	0%
2023 G.O. Bond Fund	4,163,794	966,299	23%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,456,327	206,029	14%
Sooner Pool Operating Fund	84,898	27,383	32%
Frontier Pool Operating Fund	106,024	27,963	26%
Municipal Airport Operating	826,621	145,807	18%
Internal Service Funds:			
Worker's Compensation Fund	430,000	49,683	12%
Health Insurance Fund	6,371,415	1,052,495	17%
Auto Collision Insurance Fund	446,559	6,803	2%
Stabilization Reserve Fund	15,997,043	-	0%
Capital Improvement Reserve Fund	15,818,560	1,632,954	10%
Mausoleum Trust Fund	9,968	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

17% of Year Lapsed							
	Beginning of Year	Change	Current				
Special Revenue Funds:							
Economic Development Fund	2,603,212	31,590	2,634,802				
E-911 Fund	367,641	(80,869)	286,772				
Special Library Fund	407,134	274,524	681,658				
Special Museum Fund	160,522	(1,214)	159,308				
Municipal Airport Fund	147	218,843	218,990				
Harshfield Library Donation Fund	450,528	(916)	449,612				
Restricted Revenue Fund	203,720	48,334	252,054				
Golf Course Memorial Fund	31,201	(19,011)	12,190				
CDBG-COVID	-	-	-				
ARPA	1,232,952	(205,492)	1,027,460				
Justice Assistance Grant Fund	14,804	14,410	29,214				
Opioid Settlement Fund	334,814	-	334,814				
Neighborhood Park Fund	68,967	-	68,967				
Cemetery Care Fund	12,627	322	12,949				
Debt Service Fund	3,618,325	46,221	3,664,546				
Capital Project Funds:							
Sales Tax Capital Improvement Fund	6,971,906	(337,285)	6,634,621				
Park Capital Improvement Fund	-	-	-				
Wastewater Capital Improvement Fund	169,391	12,800	182,191				
Wastewater Regulatory Capital Fund	402,311	(211,471)	190,840				
City Hall Capital Improvement Fund	244,131	47,880	292,011				
Storm Drainage Capital Improvement Fund	66,269	6,069	72,338				
Community Development Block Grant Fund	211,387	-	211,387				
2008B G.O. Bond Fund	-	-	-				
2009 G.O. Bond Fund	-	-	-				
2010 G.O. Bond Fund	-	-	-				
2012 G.O. Bond Fund	-	-	-				
2014 G.O. Bond Fund	-	-	-				
2014B G.O. Bond Fund	3,885	-	3,885				
2015 G.O. Bond Fund	-	-	-				
2017 G.O. Bond Fund	-	-	-				
2018A G.O. Bond Fund	-	-	-				
2018B G.O. Bond Fund	31,386	-	31,386				
2018C G.O. Bond Fund	-	-	-				
2019A G.O. Bond Fund	867	-	867				
2019B G.O. Bond Fund	333,952	-	333,952				
2021A G.O. Bond Fund	23,188	-	23,188				
2022A G.O. Bond Fund	844,885	(211,651)	633,234				
2023 G.O. Bond Fund	4,624,341	(207,248)	4,417,093				
Proprietary Funds:							
Adams Golf Course Operating Fund	165,922	(56,939)	108,983				
Sooner Pool Operating Fund	40,725	(16,486)	24,239				
Frontier Pool Operating Fund	75,044	(18,045)	56,999				
Municipal Airport Operating	315,126	(15,993)	299,133				
Internal Service Funds:							
Worker's Compensation Fund	313,401	(22,251)	291,150				
Health Insurance Fund	107,844	137,668	245,512				
Auto Collision Insurance Fund	526,546	9,589	536,135				
Stabilization Reserve Fund	14,776,368	203,435	14,979,803				
Capital Improvement Reserve Fund	25,289,727	982,711	26,272,438				
Mausoleum Trust Fund	9,335	-	9,335				



FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

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

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

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

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

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

These analyses are presented in the final manner:

Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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



Agenda Item 7.i.i.
September 29, 2025
Prepared by Terry Lauritsen
Water Utilities Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Oklahoma Department of Environmental Quality Permit No. WL000074250842 for the construction of 285 linear feet of eight (8) inch PVC potable water line to serve 1200 Washington Boulevard, Bartlesville, OK.

Attachments:

Permit

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

The property located at 1200 Washington Boulevard is currently undergoing redevelopment. As part of this redevelopment, the property owner is required to extend a water line in order to provide adequate fire protection service to the site.

In accordance with regulatory requirements, any new water line construction that will connect to and become part of the City's public water infrastructure must receive a permit from the Oklahoma Department of Environmental Quality (ODEQ). This permit ensures that the new infrastructure meets state environmental and public health standards.

Per ODEQ regulations, since the City will ultimately own, operate, and maintain the new water line, the City must formally receive the ODEQ permit through the official minutes of a City Council meeting.

III. BUDGET IMPACT

None – the developer incurs all the cost for the installation of this system.

IV. RECOMMENDED ACTION

Staff recommends receipt of the permit of the ODEQ permit number WL000074250842 for the construction of 285 feet of eight inch water line to serve 1200 Washington Boulevard.



September 26, 2025

Mr. Mike Bailey, City Manager City of Bartlesville 401 South Johnstone Avenue Bartlesville, Oklahoma 74003

Re:

Permit No. WL000074250842

Mitchell Property Potable Water Line Extension

PWSID No. OK1021401

Dear Mr. Bailey:

Enclosed is Permit No. WL000074250842 for the construction of 285 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the Mitchell property, Washington County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by the Department of Environmental Quality ("DEQ") on September 26, 2025. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Bartlesville, after which it should be made a matter of permanent record.

Approved plans and specifications are available upon request.

Respectfully,

Qusay Kabariti, P.E. Construction Permit Section Water Quality Division

Enclosure

PERMIT TO CONSTRUCT

September 26, 2025

Pursuant to O.S. 27A 2-6-304, the City of Bartlesville is hereby granted this Tier I Permit to construct 285 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the Mitchell property, located in the NW 1/4 of SW 1/4 of SW 1/4 of section 33, T-27-N, R-13-E, Washington County, Oklahoma, in accordance with the plans approved September 26, 2025.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with OAC 252:631 and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) A fire flow of 1,500 gpm is needed in accordance with the 2009 International Fire Code. A reduction to 1,040 gpm has been accepted by the local fire marshal via letter.
- 2) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.
- That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:626-19-2.
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that DEQ will be notified in writing of any sale or transfer of ownership of these facilities.
- The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.

- That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 et seq. For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent form, Notice of Termination form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.
- That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- That when it is impossible to obtain proper horizontal and vertical separation as stipulated OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Travis Herrian, P.E., Engineering Manager

Water Quality Division



Agenda Item <u>8.</u>
October 06, 2025
Prepared by Amanda Yamaguchi, Senior Planner
Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

CASE NO. PUD-0825-0056/57 - Public hearing and possible action on a request for approval of a PUD (Planned Unit Development) and Site Development Plan on 16.98 acres zoned M-2 (General industrial) and C-5 (General Commercial), located at 509 W Hensley Blvd, 500 W Hensley Blvd, 512 W Hensley Blvd. and the lots in the North Block of NW Theodore Ave. from Fremin General Contractors on behalf of SLB.

- Attachments: (1) Ordinance and (2) Planning Commission Staff Report and Attachments

II. STAFF COMMENTS AND ANALYSIS

PUD-0825-0056/57 is a request for approval of a PUD and Site Development Plan on approximately 16.98 acres on and near West Hensley Blvd. in the Downtown area. The main SLB site, including the proposed development area, is zoned M-2 (General Industrial) and is currently utilized in accordance with that zoning designation.

Earlier this year, SLB met with the City of Bartlesville to propose the construction of a new 18,750-square-foot storage building. The purpose of this facility is to house goods and materials that have historically been stored outdoors and exposed to the elements. Following a site review, City staff identified several nonconformities related to setbacks, lot coverage, parking, and landscaping. As a result, staff determined that in order for the proposed storage building to be considered for approval, a Planned Unit Development (PUD) and a Site Development Plan must be prepared and submitted for review by the Planning Commission and City Council to bring the existing site into compliance with current zoning regulations. Additional details concerning the development proposal can be found in the attached Staff Report provided to the Planning Commission.

In their regular meeting held September 23, 2025, the Planning Commission recommended approval of PUD-0825-0056/57 per staff recommendation. Staff recommended approval, subject to the following condition:

Any future proposals for new construction, expansion or building additions regarding this entire PUD site, including the parking areas and properties to the north will require a PUD Amendment and Site Development Plan approval.

No one signed up to speak in favor of or in opposition to this proposal.

III. RECOMMENDED ACTION

Planning Commission recommended approval of the request by a vote of 6-0, subject to staff recommendation.

A public hearing to consider this request for approval of a Planned Unit Development and Site Development Plan has been scheduled for the Bartlesville City Council on Monday October 6, 2025. The City Council is requested to hold this public hearing and make a final decision on this request.

ORDINANCE NO.

AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE CITY OF BARTLESVILLE, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM M-2 AND C-5 TO M-2 AND C-5/PUD AND ACKNOWLEDGING THE APPROVAL OF A SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT (CASE NO. PUD-0825-0056/57).

WHEREAS, a petition was heretofore filed with the Planning Commission of the City of Bartlesville requesting that the real estate described below, located in the City of Bartlesville, be rezoned from M-2 (General industrial) and C-5 (General Commercial) to M-2 (General industrial) and C-5 (General Commercial), /PUD (Planned Unit Development) and materials were submitted relative to a certain supplemental designation Planned Unit Development and Site Development Plan relative to all of the real property described below; and

WHEREAS, the Bartlesville City Planning Commission considered said request at a public hearing on September 23, 2025, and following public input and discussion, submitted its report to the City Council with a recommendation for approval of a supplemental designation Planned Unit Development and;

WHEREAS, after receipt of said report recommending approval of the request with conditions, the City Council thereafter gave due public notice of hearing to be held relative to said proposed changes, which notice stated the nature and purpose of said proposed changes, gave the time and place of said hearing and stated where copies of the proposed changes were available for inspection prior to the time of said hearing; and

WHEREAS, on October 6, 2025, said hearing was duly held by the City Council; and

WHEREAS, on October 6, 2025 said City Council approved said rezoning and supplemental designation planned unit development.

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

Section 1. That the land use and zoning map of the City of Bartlesville approved by the City Council on December 19, 1966, on file in the office of the City Clerk of the City of Bartlesville, Oklahoma, be and the same is hereby amended by re-establishing the boundary of the use districts so that the following described real estate located in the City of Bartlesville, County of Washington, Oklahoma, containing 16.98 acres be rezoned from M-2 and C-5 to M-2 and C-5/PUD:

A Part of Block 23, Original Town of Bartlesville, Washington County, Oklahoma; And, Lots 1-11, and the East 50' of Lots 12 & 13, All of Lots 14-19, and Lots 21, 22, 25 & 26, Block 4, of Parkview Addition, Bartlesville, Washington County, Oklahoma; And, Lots 1-7, Lot 10, 14 & Lots 16-26, Block 6, of Parkview Addition, Bartlesville, Washington County, Oklahoma; And, Lot 15, Block 6 of Parkview Addition, Bartlesville, Washington County, Oklahoma.

<u>Section 2</u>. That the PUD pertaining to Case No. PUD-0825-0056/57, relative to all of the real property described below, is hereby approved with the conditions that any future proposals for new construction, expansion or building additions regarding this entire PUD site, including the parking areas and properties to the north will require a PUD Amendment and Site Development Plan approval.

<u>Section 3</u>. That the materials submitted in connection with the case are hereby approved and adopted and are incorporated herein by reference.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 6th day of October, 2025.

ATTEST:	Jim Curd, Mayor	



COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

TO: Bartlesville City Planning Commission

FROM: Holly Mayhew, Planner II

DATE: September 23, 2025

CASE NO. PUD-0825-0056/57

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

GENERAL INFORMATION:

Applicant: Fremin General Contractors on behalf of SLB

Requested Action: Approval of a PUD and Site Development Plan

Location: 509 W Hensley Blvd, 500 W Hensley Blvd, 512 W Hensley Blvd and the lots

in the North Block of NW Theodore Ave.

Legal Description: A Part of Block 23, Original Town of Bartlesville, Washington County,

Oklahoma; And, Lots 1-11, and the East 50' of Lots 12 & 13, All of Lots 14-19, and Lots 21, 22, 25 & 26, Block 4, of Parkview Addition, Bartlesville, Washington County, Oklahoma; And, Lots 1-7, Lot 10, 14 & Lots 16-26, Block 6, of Parkview Addition, Bartlesville, Washington County, Oklahoma; And, Lot 15, Block 6 of Parkview Addition, Bartlesville, Washington County,

Oklahoma.

Area: 16.98 acres

Floodplain: 500-year floodplain (not regulated) (area of proposed development)

Present Land Use: Manufacturing (Medium)

Proposed Land Use: Uses allowed in M-2 zoning districts, accept the uses listed as restricted in

this PUD request.

Zoning: M-2 (General Industrial) (area of proposed development) and C-5 (General

Commercial) (parking areas to the north)

Map Character Area: Industrial & Trade

Adjacent Zoning, Land Uses, and Character Areas:

	Zoning	Land Use	Character Area
North	M-2 and C-5	Vacant	Industrial & Trade
South	C-5	Commercial	Community Commercial/Downtown
East	M-2 and C-5	Industrial and Commercial	Industrial & Trade/Downtown
West	M-2 and C-5	Commercial, Single Family Residential, Vacant	Industrial & Trade/Community Commercial

ANALYSIS:

PUD-0825-0056/57 is a request for approval of a PUD and Site Development Plan on approximately 16.98 acres on and near West Hensley Blvd. in the Downtown area.

The SLB site is an established industrial development with a long operational history. Originally known as Reda Pump, later as TRW, and most recently Schlumberger, the site has evolved significantly over the years. The first building on the main SLB site was constructed in 1928. Since then, the site has undergone multiple expansions and additions. Today, the total structural floor area of the main site amounts to 318,447 square feet.

The main site is owned by the City of Bartlesville and has been leased to SLB and its predecessor companies since 1954, according to Washington County records.

Earlier this year, SLB met with the City of Bartlesville to propose the construction of a new 18,750-square-foot storage building. The purpose of this facility is to house goods and materials that have historically been stored outdoors and exposed to the elements. Recent storms and severe weather events have resulted in significant inventory losses due to weather-related damage, highlighting the need for improved storage solutions.

Following a site review, City staff identified several nonconformities related to setbacks, lot coverage, parking, and landscaping. As a result, staff determined that in order for the proposed storage building to be considered for approval, a Planned Unit Development (PUD) and a Site Development Plan must be prepared and submitted for review by the Planning Commission and City Council.

The site is within the National Zinc Overlay District (NZOD) and is also within the Downtown District. If this proposal is approved, an NZOD permit and a downtown design review application will be required as part of the building permit process.

SUPPLEMENTAL INFORMATION:

Zoning and Land Use Compatibility

The main SLB site, including the proposed development area, is zoned M-2 (General Industrial) and is currently utilized in accordance with that zoning designation. According to the City of Bartlesville's Comprehensive Plan, the site is identified as part of an Industrial & Trade Character Area on the Future Development Map.

Per the Compatibility Matrix within the Comprehensive Plan, General Industrial uses are considered primary and appropriate within the Industrial & Trade Character Area. Therefore, the proposed storage building aligns with the intended land use and long-term vision for the area.

Access and Drainage:

The applicant desires to reconfigure their entrance/exit points to better serve the proposed storage building. They will also be proposing to direct water runoff from the building to the existing drainage system. These items are better explained in the attached design statement and will be reviewed and determined at the building permit stage.

Site Development Standards and Zoning Deviation Requests:

Landscaping

 The SLB main site currently does not meet the landscaping requirements in the Zoning Regulations. The applicant is requesting to deviate from this requirement and be allowed to keep what is currently on-site and add an additional eleven trees at the corner of W. Hensley Blvd. and S. Park Ave for beautification.

• Maximum Building Height

 The maximum building height for M-2 districts is 35 feet. The applicant is requesting a deviation of 23 feet from the Zoning Regulations to accommodate the existing construction of 58 feet at the highest point.

• Maximum Lot Coverage

Per the zoning regulations for the M-2 districts, the maximum allowable lot coverage is 50%. The SLB site currently exceeds this standard, with an existing lot coverage of 60%. The proposed 18,750-square-foot storage building would further increase lot coverage to 63%. As a result, the applicant is requesting a 13% deviation from this requirement.

Setbacks

- The main SLB site has several setback encroachments that do not meet the standard for M-2 districts in the Zoning Regulations. This is more detailed in the attached design statement and Site Development Plan. The applicant requests the following deviations:
 - **W. Hensley Blvd** Request to reduce the required 25' along W. Hensley Blvd. to 10'6" to accommodate existing building footprint.
 - **S. Park Ave.-** Request to reduce the required 25' setback along S. Park Ave. to 0' to accommodate existing building footprint.
 - **S.W. Frank Phillips Blvd.** Request to reduce the required 25' setback along S.W. Frank Phillips Blvd. to 0' to accommodate existing building footprint.
 - Between the main SLB site and a building on the adjacent property to the east, addressed as 420 SW Frank Phillips Blvd.- Request to reduce the required 10' setback to 8'8" to accommodate existing building footprints.

Parking

The applicant currently does not meet the parking requirement for M-2 (General industrial) uses in the Zoning Regulations. The parking requirement is 1.5 spaces per employee. SLB has 293 employees, which would require 439 parking spaces. They currently have a total of 409 spaces. The applicant requests a deviation from this requirement in the amount of 30 parking spaces.

• Land use shall be restricted; the following uses will not be allowed:

- Agriculture: retail sales of agricultural products raised on premises
- o Agriculture: field crops, floriculture, greenhouse, horticulture, nursery, truck gardening or viticulture, but not including retail sales on the premises
- Automobile laundry (car wash)
- Livestock: auction sales, pens with barns, loading and unloading shipping Facilities
- Live/Work unit
- Livestock feeding yards and pens
- Mobile home sales (new and used)
- Sexually oriented businesses
- o Stable, commercial
- Storage: enclosed mini storage, travel trailer, boat and trailer storage
- o Track for miniature auto, midget auto, and go-cart racing or driving

Standard for Approval of PUD Zoning: Section 7.6.5.5

In its review of a PUD request and Site Development Plan, Planning Commission shall determine the following factors listed below. Staff has reviewed the application and materials and finds that these factors are satisfied, and recommends approval of the PUD request:

- A. Whether the proposal is consistent with and promotes the intent and purpose of the Comprehensive Plan.
- B. Whether the proposal is compatible with and harmonizes with existing and expected development of surrounding areas, the natural environment, and the planned capacities of public services and facilities affected by the proposed land use.
- C. Whether the proposal is a unified treatment of the development possibilities of the project site.
- D. Whether the proposal would benefit orderly and proper development of the metropolitan area.
- E. Whether the sidewalks and streets provide a traffic flow compatible with the development and surrounding street pattern.
- F. Whether the proposal is consistent with the public health, safety, and welfare of the community.

PUBLIC NOTICE:

Property owners within 300 feet were notified by mail and a sign was posted on-site. A public hearing notice was published in the Bartlesville Examiner-Enterprise. The applicant hosted a citizen participation meeting, inviting the same property owners. According to the applicant, three citizens attended the meeting. A Summary of the meeting results is in the attachments. Since the public notice sign was posted and letters mailed out, several citizens have visited the front counter of the Community Development Department and called by phone with general questions as to what is being proposed. Staff has not received any comments in favor or in opposition of the proposal.

STAFF RECOMMENDATION:

Staff recommends approval of Case No. PUD-0825-0056/57, subject to the following condition:

1. Any future proposals for new construction, expansion or building additions regarding this entire PUD site, including the parking areas and properties to the north will require a PUD Amendment and Site Development Plan approval.

ATTACHMENTS:

- Aerial Image
- Zoning Map
- Design Statement
- Site Development Plan
- Community Participation Results

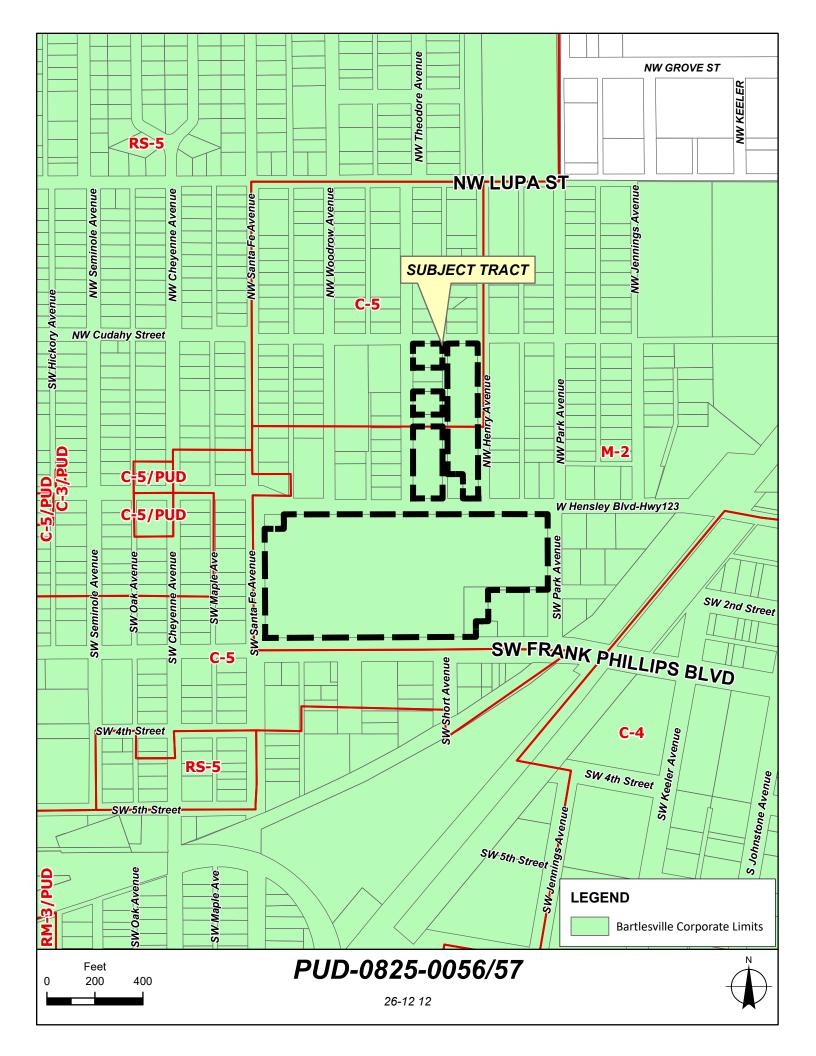


26-12 12

Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: 2023









SLB Warehouse

Bartlesville, Oklahoma

A. Development Concept

The SLB facility located in Bartlesville, OK is proposing a new Warehouse (125'-0" x 150'-0") to be located on the existing site at 509 W. Hensley Blvd. The current site is approximately 12.28 acres with addition 4.7 acres of parking across W. Hensley Blvd. totaling 16.98 acres. The proposed building will be located on the northwest corner of W. Hensley, and S. Santa Fe Ave. The facility is zoned as an M-2 (Medium General Industrial) and the proposed building will remain under the same M-2 zoning (Medium General Industrial). The owner is requesting approval to build a new warehouse due to materials valued at two million dollars that were irreparably damaged due to a rain event while the inventory was placed in the open yard.

The proposed Warehouse will be a Pre- Engineered Metal Building with a sprinkler system. The Exterior materials include metal panels on the north, south, east, and west side.

Excluded Uses

- Agriculture: retail sales of agricultural products raised on premises
- Agriculture: field crops, floriculture, greenhouse, horticulture, nursery, truck gardening or viticulture, but not including retail sales on the premises
- Automobile laundry (car wash)
- Livestock: auction sales, pens with barns, loading and unloading shipping facilities
- Live/Work unit
- Livestock feeding yards and pens
- Mobile home sales (new and used)
- Sexually oriented businesses
- Stable, commercial
- Storage: enclosed mini storage, travel trailer, boat and trailer storage
- Track for miniature auto, midget auto, and go-cart racing or driving





B. General Provisions

Landscape

The existing facility currently has six trees and a small square footage of shrubbery. While constructing the proposed new warehouse we would like to add eleven new trees to an open piece of land at the corner of W. Hensley Blvd. and S. Park. The existing landscaping does not meet the City of Bartlesville regulations based on the M-2 requirements, but we would like to make an effort to enhance the existing landscaping with the eleven new trees. We would like to request a deviation from the landscaping requirements.

Signage

Signage will be in accordance with the City of Bartlesville Regulations.

<u>Access</u>

The existing facility has five entrance / exits on W. Hensley Blvd, one on S. Park Ave, two on S.W. Frank Phillips, and one Santa Fe. We would like to request to abandon and remove one entrance on W. Hensley Blvd to add an additional exit from the new proposed warehouse onto W Hensley Blvd. The new driveway is requested to allow trucks to drive through the proposed warehouse for material loading and unloading. Access /Utilities & Drainage requests will be determined at the building permit stage, if this proposal is approved.

Utilities/Drainage

The majority of the existing facility drains to a fairly large underground drainage system that ties into the open channel north of West Hensley Blvd. and south of S.W. Frank Philips. The new warehouse would direct all water shed and run off into the same underground drainage system. We would collect the runoff water and pipe it into the existing drain system on the north side of the existing building. Access /Utilities & Drainage requests will be determined at the building permit stage, if this proposal is approved.

<u>Schedule</u>

Owner plans to begin construction on the 18,750 s.f. new warehouse in the second quarter 2026.





C. Development Standards

Net Land Area 16.98 Acres

Permitted Uses: M-2 (Medium

General Industrial)

Minimum Lot Size: 15,000 S.F.

Lot Width At Front 100

Building Line:

Requirement **Existing Request Deviation** Maximum Building 35 Feet 58 Feet Requesting a 23 Height: feet deviation to match existing construction

50% 60% Maximum Lot Requesting a 13% Coverage:

deviation to accommodate existing and proposed construction

Minimum Building Setbacks:

25 Feet W. Hensley Blvd. 14'-6" Requesting 10'-6"

> deviation to accommodate the

existing bldg. S. Park Ave. 25 Feet 0 Requesting 25' deviation to

accommodate the

existing bldg. S. Santa Fe Ave. 25 Feet

0 S.W Frank Phillips 25 Feet Requesting 25' deviation to Blvd.

accommodate the

existing bldg.

Between SLB & ImageFIRST	10 Feet	8'-8"	Requesting 1'-4' deviation to accommodate the existing bldg.
Off Street Parking:	439	409	Requesting deviation of 30 spaces
Minimum Landscaping Street Frontage:	1,133 points	84 points	Requesting to be allowed to keep the current landscape points and add 11 trees at the corner of W. Hensley Blvd. and S. Park Ave for beautification.
Minimum Trees:	907 points	84 points	Requesting to be allowed to keep the current landscape points and add 11 trees at the corner of W. Hensley Blvd. and S. Park Ave for beautification.
Parking Lot Landscaping:	205 points		Requesting to be allowed to keep the current landscape points and add 11 trees at the corner of W. Hensley Blvd. and S. Park Ave for beautification.





D. Requested Deviation

Lot Coverage

The existing SLB facility on W. Hensley Blvd exceeds the 50% allowable roof cover for M-2 zoned buildings we currently have around 60% roof coverage with the existing buildings. We would like to request a deviation from the M-2 zoning regulations for the existing excess roof coverage and for an additional 18,750 s.f. of roof coverage at the new warehouse. This would bring the total lot roof coverage to around (+/ -)63 %.

Maximum Height

We are requesting a deviation for a portion of the existing building roof that exceeds the roof height limitation of 35 feet for M-2 zoned buildings. The existing building has roof height up to 58 feet in some areas. The new Warehouse will have an eave height not to exceed the M-2 zoning requirement of 35 feet.

Setback

We are requesting a deviation for the portions of the existing facility that do not meet the M-2 zoning requirements of a 25 LF setback between the building and the established property line. We are requesting a 10'-6" deviation to accommodate the existing building along W. Hensley Blvd where approximately (163 LF) of the existing building is inside the required setback boundary. We are requesting a 25'-0" deviation to accommodate the existing building along S. Park Ave. where approximately (75 LF) of the existing building is inside the required setback boundary. We are requesting a 25'-0" deviation to accommodate the existing building along S. W Frank Phillips where approximately (312 LF) of the existing building is inside the required setback boundary. There is a portion of the existing SLB facility and ImageFIRST, the adjacent building, which do not meet the current M-2 setback requirements of 10'. We are requesting 1'-4" deviation to accommodate the existing bldg, along the wall that encroaches on ImageFIRST.

Landscaping

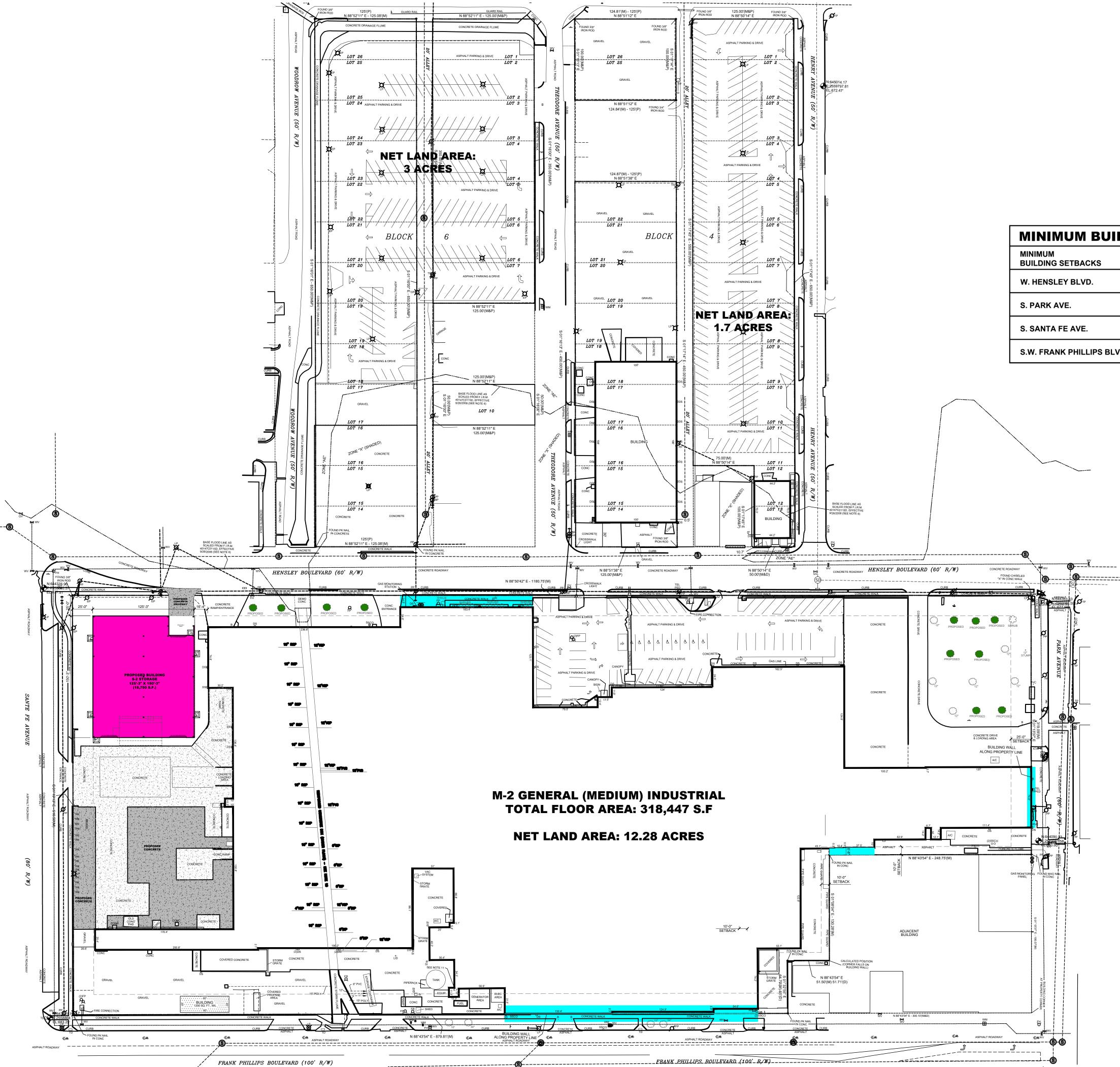
We would like to request a deviation to the M-2 zoning regulations regarding landscaping. As the building exists now our calculations show that we would be required to install approximately 1,133 points of landscaping, due to current site and the total coverage of the building and necessary yard space for production it would not feasible to fulfill these landscaping requirements. If we are approved to build the additional warehouse, we would like to add a couple of trees to enhance the landscaping along W. Hensley Blvd and at the corner of W. Hensley Blvd and S. Park Ave.

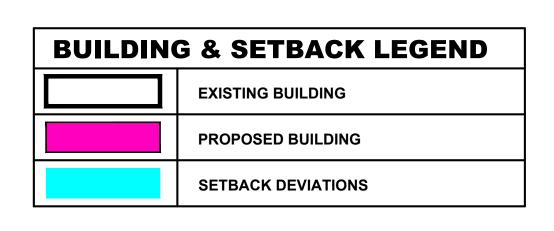




Parking

We are requesting a deviation from the M-2 zoning requirement of 1.5 parking spaces per employee. SLB currently has around 293 employees, which would require approximately 439 parking spaces. SLB currently utilizes approximately 57 parking spaces at the facility and an additional 352 parking spaces across W. Hensley Blvd. This gives them a total of 409 parking spaces. The current 293 employees work in shifts. The first shift has an average of around 200 employees, and second shift averages around 93 employees. We are requesting a deviation for 30 parking spaces.





MINIMUM BUILDING SETBACK LEGEND			
MINIMUM BUILDING SETBACKS	REQUIREMENT	EXISTING	REQUIREMENT DEVIATION
W. HENSLEY BLVD.	25 FEET	14'-6'	REQUESTING 10'-6" DEVIATION TO ACCOMMODATE THE EXISTING BLDG.
S. PARK AVE.	25 FEET	0	REQUESTING 25' DEVIATION TO ACCOMMODATE THE EXISTING BLDG.
S. SANTA FE AVE.	25 FEET	-	-
S.W. FRANK PHILLIPS BLVD.	25 FEET	0	REQUESTING 25' DEVIATION TO ACCOMMODATE THE EXISTING BLDG.

DESCRIPTIONS		
DESCRIPTION OF PROPERTY	STREET FRONTAGE: 2,883 EXISTING PARKING SPACES: 409	
REQUIREMENTS	CALCULATION OF POINTS	
STREET FRONTAGE	TOTAL: 2,833 X 0.40 = 1,133 (TREE MINIMUM: 1,133 X 0.80 = 907)	
PARKING LOT LANDSCAPING	409 PARKING X 0.50 = 205 POINTS	

PLANT LEGEND			
SYMBOL	PROPOSED		TOTAL
COMMON	ELM	вохwоор	
EXISTING QTY.	6	11	
PROPOSED QTY.	11	-	
CLASS	LARGE TREE	SMALL SHRUB	
BASE POINTS	12	11	
EVERGREEN CREDIT	-	1	
TOTAL	204	22	226



CHG GROUP APC P.O. BOX 10525 NEW IBERIA, LA 70562-0525 PHONE: 337-364-2819



1203 CENTER ST. NEW IBERIA, LA 70560 PHONE: 337-365-2047

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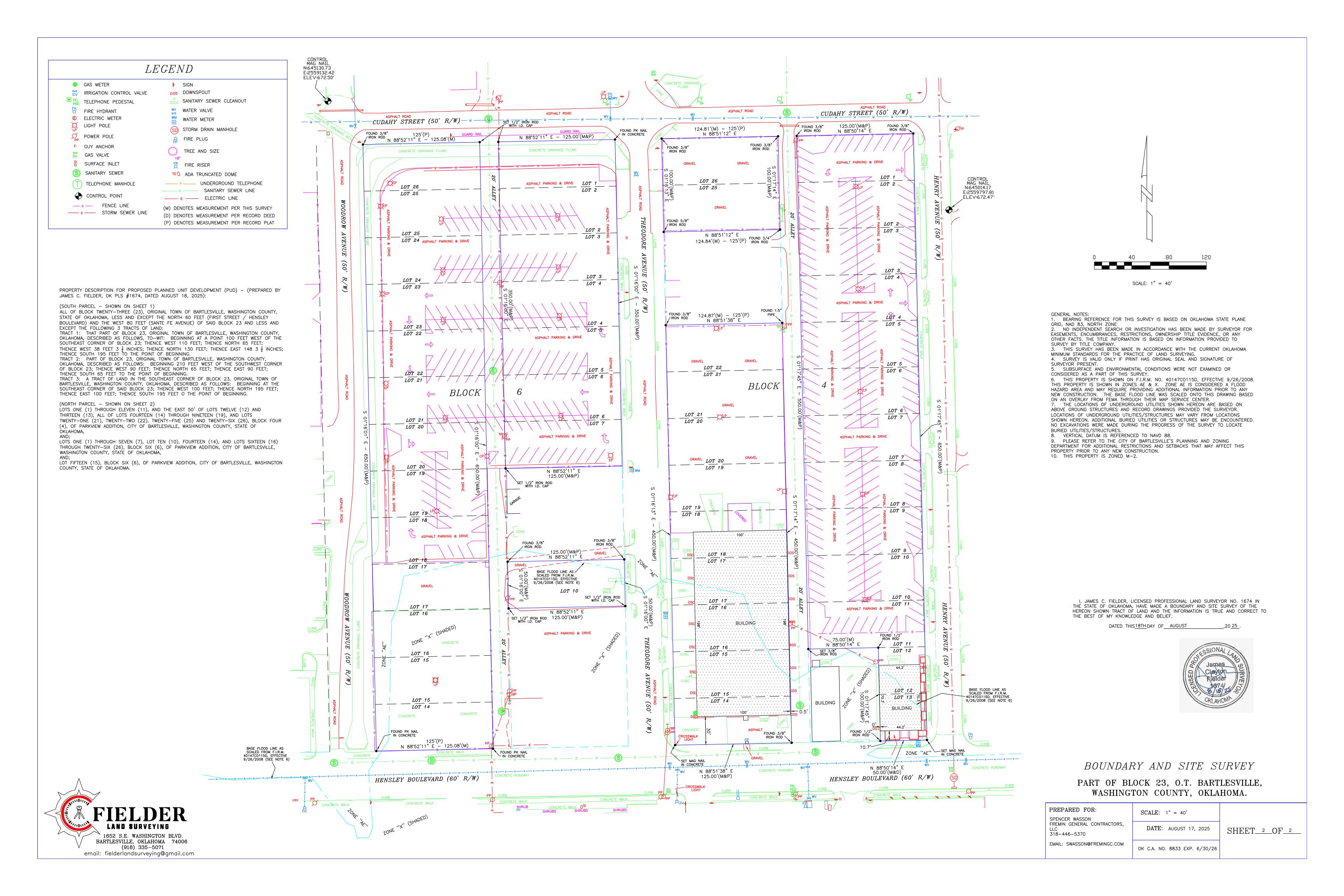
RTLESVILLE, OK
FOR

509 W. HENSLEY BARTLESVILLE,

SITE PLAN
SCALE: 1"=60'-0"

IBIT A

TNO.:





Fremin General Contractors, LLC 1203 Center Street New Iberia, LA 70560

509 10. Hensley Blvd. PuD-0825-0066/57

Date: 9/15/25

RE: Project Sign In Sheet

Name:	Company:	Phone Number:	Email Address:
1. Ron Littrell		THORE HARMS	Linuii Address.
2 Kichal Stahe	Properly Owner	332-8-713	
3. Spencer 4)	FGC	318 446 5370 832-185-9641 918 336 -2464 918-766-4939	
4. MARIA Belle 1921 5. Curtis Thomas	SUB.	837-785-9641	Malalla - ansila
5. Curtis Thomas	918 Fencing Up	918 33/0-24/4	phellenger@sib.co curthomaspyal BREEDESLB. You
BEANDON REED	SLB /	918-7610-4939	BOGEDESIR YOU
			OCECO SCI. CON
	Allys 57 Stills		
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	all Removes two sections		
Bash de la company			Andrew Control of the Branch
A SECTION OF THE RESERVE OF THE RESE			
STORY OF STREET			

Meeting Notes 9/15/2025 Bartlesville Public Library Meeting Room C 5:30pm-6:30pm

Spencer has PUD document and all related materials showing building expansion plans, along with all surveys that were completed.

Richard had concerns with selling his lot to SLB on Sante Fe, as it was rezoned at one time and now non-residential. SLB owns already the two lots next to his and there are two more lots on other side of SLB that were for sale as well. Contact information given to Richard as right now SLB would not be interested in purchasing.

Curtis had concerns with the inconsistent concrete in the SLB building as he had worked inside the plant in the past. Spencer explained that new area would have all new concrete to code. Also was concerned about why his property was included in our survey.

Ryan Littrell came to ask about the letters he had received both from SLB and City of Bartlesville. Was concerned whether we were demolishing SLB and if so, what would be the rezoning of the new property. Spencer explained the reason for the PUD and the fact that we are not rezoning.

Brandon Reed

Maintenance Engineering Lead

BCR

Agenda Item 9.

Report will be provided at the meeting.



Agenda Item 10.
October 6, 2025
Prepared by Laura Sanders, Asst City Manager
Administration

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on approval of service agreement between Remedy Health and the City of Bartlesville

Attachments:

Remedy Health Service Agreement

II. STAFF COMMENTS AND ANALYSIS

The City has experienced significant increases in healthcare costs, particularly related to specialty medications and GLP-1 drugs. Specialty drugs are life-saving for certain individuals, while GLP-1 drugs are increasingly prescribed nationwide due to their effectiveness in treating diabetes and other health conditions, as well as their popularity for weight loss. These medications are currently impacting our budget by approximately \$1 million to \$1.2 million annually.

In order to manage these rising costs while continuing to provide quality healthcare benefits for our employees, staff and the Insurance Committee began exploring alternative solutions.

We were introduced to the Direct Primary Care (DPC) model, which offers both cost savings to the health plan and enhanced healthcare access for employees. This model presented a rare opportunity to both reduce expenses and add value to employee benefits.

The DPC model is a healthcare approach in which, in our case, employees receive primary care services directly through a contracted clinic rather than solely relying on traditional insurance. Employees can visit the clinic for routine care, preventive services, and chronic condition management at no additional cost to them, which encourages regular use and better overall health outcomes. Under this model, the clinic would also administer all GLP-1 medications directly to employees. By shifting the administration of these drugs to the DPC clinic and removing them from the City's pharmacy plan, the City will significantly reduce its pharmacy spend while ensuring employees still have access to these important medications under medical supervision.

Following this discovery, two clinic providers approached the City with proposals to offer DPC services. The Insurance Committee met with both groups on multiple occasions to carefully evaluate each proposal and clinic for the following:

- Potential cost savings to the health plan
- Impact on employees and the organization
- Scope and quality of services provided

After a thorough review, the Committee determined that Remedy Health offers the best combination of service quality, employee accessibility, cost-effectiveness and proven success in this model specifically with municipalities.

Remedy Health is owned and operated by Christopher Sudduth, who has earned a Master's degree in Public Health as well as a Doctorate of Medicine. He practiced medicine for several years as a hospitalist physician in Bartlesville before launching Remedy Health in 2018.

Remedy Health brings significant benefits to both the City and our employees. The long-term model for staffing the clinic will include one physician and one mid-level provider to ensure consistent, high-quality care. Dr. Sudduth has successfully implemented the same model with four other municipalities in Oklahoma, achieving substantial savings, including more than \$850,000 annually for one of those municipalities. With seven clinics already in operation and an endorsement from the Oklahoma Municipal League, Remedy Health offers a proven, well-established model. Their strong track record demonstrates both financial savings and operational success, making them a reliable partner to help us manage costs while enhancing employee healthcare access.

If approved this evening, implementation will require employee education meetings, plan adjustments, and communication to ensure a smooth transition. Remedy Health would be prepared to begin serving employees at their clinic here in Bartlesville on November 1, 2025.

This agreement was sent to City Attorney Jess Kane and approved as to form.

III. BUDGET IMPACT

Budget impact of \$386,100 with a very conservative estimated cost savings of over \$600,000 to the medical plan.

IV. RECOMMENDED ACTION

Staff recommends the approval of the service agreement between Remedy Health and the City of Bartlesville.



REMEDY HEALTH SERVICE AGREEMENT

THIS REMEDY HEALTH CLINIC SERVICE AGREEMENT ("Agreement") is made effective on October 6, 2025 by and between Remedy Health, PLLC ("Remedy Health"), an Oklahoma Professional Limited Liability Company, and The City of Bartlesville ("Client"). Together Remedy Health and Client may be referred to individually as "Party" and together as the "Parties."

WHEREAS, Remedy Health typically provides Covered Services, as defined in Exhibit A, through private medical Remedy Health clinics to employers for the benefit of employees and other eligible participants (collectively the "Eligible Participants"); and

WHEREAS, Client has a group health plan (the "Plan") and would like to offer to Eligible Participants access to Remedy Health clinics to obtain certain Covered Services; and

WHEREAS, Client seeks to partner with a top-quality near site clinic vendor to enhance the access, quality, efficiency, and improvement of participant health as well as long-term sustainability of its programs; so be it

RESOLVED, for good and valuable consideration, the receipt, and the sufficiency of which are hereby acknowledged, Client and Remedy Health hereby agree as follows:

1. Scope of Work

- a. Remedy Health shall provide the Covered Services designated on Exhibit A to this Agreement to Client's Eligible Participants as defined in this agreement primarily at the closed onsite clinic as well as at shared site clinic locations listed on Exhibit A. The onsite clinic will be staffed with one medical receptionist, two medical assistants, and one allopathic physician (MD) or osteopathic physician (DO). Remedy Health shared site clinics will be staffed with any or all of the following: physicians, physician assistants, nurse practitioners, nurses, registered nurses, licensed practical nurses, medical assistants, or other medical support staff (collectively, "Health Professionals").
- b. Remedy Health clinics will be available to those Eligible Participants that are designated as eligible to have access to the Remedy Health clinic by Client and who are communicated to Remedy Health as being eligible by Client. Eligible Participants will not be required to use Remedy Health clinics or any service provided by Remedy Health.
- c. Although Remedy Health is not a Covered Entity under the Health Insurance Portability and Accountability Act ("HIPAA"), it is a business associate of Client's Plan and its Health Professionals are part of Remedy Health's workforce for purposes of HIPAA.

d. The Parties may not revise the scope of the Covered Services as reflected on Exhibit A unless both Parties have agreed to the change in writing with an amended Exhibit A.

2. Fee and Payment Terms

Client agrees to pay Remedy Health and Remedy Health agrees to accept, as full and complete compensation for acceptable Covered Services, payment in accordance with the fee schedule described in Exhibit B to this Agreement. Payment shall be due on the 5th day of the month of service.

Remedy Health represents that all rates provided hereunder are inclusive of legally required overtime, overhead, and all contributions and taxes payable under federal and state social security acts, old age pension, worker's compensation laws, unemployment compensation laws, income tax laws, and any other applicable laws. Remedy Health further agrees that the amounts invoiced for services include any sales, use, gross receipts, or like taxes on materials, supplies, equipment or services furnished by Remedy Health. Remedy Health hereby agrees to indemnify and save Client harmless against the consequences of any failure by Remedy Health, or any of its subcontractors, to pay or withhold taxes, charges or compensation due on behalf of its employees or agents involved in the services.

3. Rate Guarantee

The fees set forth in Exhibit B are in effect for the Initial Term as defined in Section 4 below and shall remain in effect for two renewal terms.

Following the initial term and the initial renewal term, changes to the rates as set forth on Exhibit B may only be made upon written authorization of Client and only once each year at the beginning of the subsequent renewal term.

4. Term

The term of this Agreement is for the "Initial Term" of twelve (12) months from the Effective Date of 11/01/2025 until 10/31/2026. Following the Initial Term, Client may elect to renew the Agreement for an additional twelve (12) month term, beginning 11/01/2026 and ending 10/31/2027, with all renewals subject to budget appropriation. While it is the intent of Client to maintain the agreement for an extended time period, Client is prohibited from contracting for more than one fiscal year at a time. Client may continue to elect to renew the Agreement on an annual basis. Client shall provide notice of Client's election to renew the Agreement ("Renewal Notice"), not later than thirty (30) days from the then current term's end date.

Notwithstanding any other provision of the Agreement, both parties acknowledge funding by Client will be available only as appropriated on a fiscal year-to-fiscal year basis by properly constituted legal authority. In the event that Client determines that sufficient funds have not been appropriated to make the payments required under the terms of the Agreement for an upcoming fiscal year, Client may terminate the Agreement with ninety (90) days' prior written notice to Remedy Health.

5. Termination

- a. Either Party shall have the right to terminate this Agreement, in whole or in part, for convenience upon ninety (90) days written notice.
- b. Without limiting either Party's right to terminate this Agreement in Section 5.a, Client may provide notice to Remedy Health of Client's intent to terminate this Agreement (the "Client Notice), where in Client's sole discretion numerous or repeated breaches, whether in practice or pattern, of this Agreement exist by Remedy Health. Client may terminate the Agreement if after receipt of the Client Notice, Remedy Health fails to diligently pursue or cure breaches within five (5) business days. The Client Notice shall include the specifics of the defaults and the cure required by Client.

Termination of this Agreement by Client based on Remedy Health's failure to cure shall not prejudice or otherwise operate as a waiver of Client's rights to (a) reimbursement for any amounts paid by Client to Remedy Health for the period extending beyond the date of termination of the Agreement; and (b) sue for, collect, and retain any additional amounts due and owing as of the date of termination.

Furthermore, in addition to any and all other remedies that may be available, either in law or equity, Client shall have the right (but not the obligation) to take such action as in Client's reasonable discretion and judgment shall be necessary to cure such default. In such event, Remedy Health hereby agrees to pay and reimburse Client for all reasonable costs and expenses (including attorney's fees and litigation expenses) incurred by Client in connection with Client's action taken to cure such default.

c. Migration Assistance: Notwithstanding any record maintenance or other obligations Remedy Health may have under applicable law, in the event of termination of this Agreement, in whole or in part, for any reason, the Parties will jointly develop and mutually agree upon a migration plan ("Migration Plan") providing for (i) the timely transfer by Remedy Health (subject to applicable federal and state law, including but not limited to HIPAA) electronic medical records for each Eligible Participant in a format specified by Client to a successor healthcare provider who will provide services at such locations as are designated by Client, with such secure transfer to be undertaken at Client's sole cost.

The terms and conditions of this Agreement shall continue to apply to all activities and the relationship between the Parties during the period of time the Migration Plan is in effect. The Migration Plan will include a process whereby upon completion of all deliverables, milestones and other obligations hereunder, the Parties will meet and exchange information and documentation sufficient for Client to verify and confirm the successful and complete transfer and migration, consistent with such Migration Plan. Both Parties shall have a reasonable time to correct any aspects of the Migration Plan that have not been fully, properly and accurately completed. Once the Migration Plan has been successfully completed, as confirmed by the foregoing process, each Party will confirm completion in writing to the other Party and neither Party will have further performance responsibilities or obligations under such Migration Plan thereafter.

6. Remedy Health Responsibilities

In addition to the responsibilities within the Scope of Work set forth in Section 1 above, Remedy Health shall have the responsibilities identified below during the Term of this Agreement.

- a. Remedy Health shall render all services under this Agreement diligently and in good faith, in accordance with industry standards and in compliance with the state and federal law and/or regulations that apply to either Party or such services, including, but not limited to, HIPAA ("Applicable Law"), to the extent applicable. Remedy Health will discharge its obligations under this Agreement with that level of care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent administrator acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Remedy Health represents, warrants, and covenants that all services and obligations identified under this Agreement will be performed and/or provided: (i) in a professional manner by personnel with licensure, training and experience appropriate to the responsibilities they are to perform; (ii) in accordance with the terms of this Agreement, including all attachments; (iii) in accordance with the standard of care exercised by other diligent and prudent professionals performing similar services; and (iv) in compliance with Applicable Law.
- b. Remedy Health shall have all licenses, permits, and other authorizations necessary to operate the Remedy Health Clinic and provide the Covered Services under this Agreement.
- c. Remedy Health shall purchase supplies and equipment that are commonly needed for the operation of the Remedy Health Clinic and to provide the Covered Services. These supplies include the standard formulary and non-dispensing drugs, disposable and non-disposable medical supplies, and standard laboratory services. Remedy Health will ensure that a regular inventory of all supplies is maintained. Remedy Health will maintain lists of the standard formulary, laboratory services and other supplies. These standard lists may be periodically reviewed and modified. Any changes to the standard lists will be communicated to Client.
 - d. Remedy Health will arrange for lab services, including courier pick-up.
- e. Remedy Health will arrange for the pickup and disposal of medical waste in full compliance with applicable law, codes, regulations, and requirements.
- f. In addition, to the services listed above and below, Remedy Health shall provide to Client the reports described below. Any reports containing Eligible Participant information will be de-identified before being provided to Client.
 - Reports generated from Elation Health, the electronic medical records system. Reports given for established reporting periods, will include, but are not limited to, chronic disease management, clinic utilization, and aggregate health trends.
 - II. Patient satisfaction reports.
 - III. Other reports requested by Client and agreed to by both Parties.
- g. Remedy Health will contractually employ Health Professionals to provide services to Client at the Remedy Health Clinic and will indemnify, hold harmless and defend Client, its officers, directors, affiliates, employees, contractors and agents for the acts or omissions of such Health Professionals. Additionally, Remedy Health shall require that all Health Professionals will:

- I. Have the right to determine his/her own means and methods of providing Covered Services with oversight and quality control functions performed by Remedy Health's Medical Director, Physician Leadership Group and Medical Executive Committee.
- II. In accordance with the terms and conditions of the Plan, give due consideration to making referrals for additional medical care to health providers identified by the Client as "in network or preferred" for purposes of a health plan. Physicians may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable bases; Remedy Health will strive to refer patients to any Direct Contract or Preferred Arrangements put in place by the Client.
- III. Not bill or otherwise solicit payment from Eligible Participants, their dependents, Client, or Client insurers or benefit plans, for the Covered Services provided in the Remedy Health Clinic;
- IV. Be required to comply with applicable laws and regulations with respect to the Covered Services; and
- V. Be required to provide Covered Services in a professional manner consistent with medical services provided in the community.
- h. Remedy Health will require all Health Professionals performing services at any clinic to maintain the following:
 - A license to practice medicine in the State in which the Remedy Health Clinic is located without limitation, restriction, or suspension.
 - II. The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency (DEA) registration.
 - III. Good standing with his/her profession and state professional association.
 - IV. The absence of any conviction of a felony.
 - V. Not be excluded or debarred from any federal health care program.
- i. Remedy Health appoints Heather Ashcraft, Chief Operating Officer, and her designees as liaison to Client. Heather and her designees will be responsible for managing and maintaining Remedy Health's relationship with Client and overseeing operations of the onsite health clinic. Heather and her staff will be available to Client to review and discuss any issues with operations of the onsite clinic or with this Agreement. Should a change in the liaison be necessary, Remedy Health shall provide notice to Client and ensure the proposed replacement liaison is acceptable to Client.
- j. Remedy Health shall be exclusively responsible for the operation of all Remedy Health clinics, including, but not limited to, ensuring that the Covered Services are provided, and the Remedy Health clinics (including, all employee, agents, and representatives) operate in

compliance with all applicable laws. Client shall have no responsibility for the operations of Remedy Health clinics or the provision of the Covered Services.

- k. Remedy Health guarantees same day or next day appointments for acute care needs.
- m. Remedy Health agrees to allow officers on duty to always keep their firearms with them during their appointments.
- n. Remedy Health guarantees physician staffing during business hours, including provision of a backup physician in the event the primary onsite physician is sick or on vacation.
- o. Remedy Health shall incur all costs of physician recruitment, hiring, and replacement (if needed). The City shall not be responsible for the cost of clinic staffing.

7. Client Responsibilities

- a. Client shall maintain an accurate list of Eligible Participants in the Hint Health online application. Remedy Health staff shall assist the Client with utilization of Hint Health. Remedy Health shall ensure that Client is made aware, with as much advanced notice as possible, of any upgrades, enhancements, or changes to the Hint Health online application prior to their deployment.
- b. The Client shall communicate Remedy Health clinic locations and clinic hours of operation to all Eligible Participants.
- c. The Client shall communicate any changes to or the creation of any benefit plans to Eligible Participants that result from the execution of this Agreement. The Client will also communicate to Remedy Health any changes to or the creation of any benefit plans impacting the Covered Services.
- d. Client will not discriminate with regards to Remedy Health Clinic Eligible Participant status on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation, or any other basis on which any applicable law, rule or regulation or prohibits discrimination.
- e. Client does not engage in the practice of medicine with Remedy Health and will not have any direct or indirect control over Remedy Health, the Remedy Health Clinic, or any employed or contracted personnel of Remedy Health or Health Professionals.
- f. Client will reasonably assist Remedy Health to obtain patient consent for engagement strategies and digital outreach. Client and Remedy Health will jointly develop marketing communication and employee engagement strategies.
- g. Client will provide facilities to Remedy Health to operate the onsite clinic according to the standards listed in Exhibit E.

8. Electronic Data Sharing

If agreed upon by the parties, which agreement shall not be unreasonably withheld, Remedy Health and Client shall work together to share electronic medical data in a HIPAA compliant manner to assist each other in population health management of the Eligible Participants. Client will enter into a Business Associate Agreement with Remedy Health (Remedy Health as Business Associate) if Remedy Health receives claims data for Eligible Participants from Client's payer for purposes of population health management.

Client and its insurance vendor shall provide to Remedy Health all historical claims data monthly, including but not limited to healthcare claims, pharmaceutical claims and medical claims for all Eligible Participants. Remedy Health will use the data to establish and track Eligible Participant utilization trends, insurance cost impact and perform population health management. All costs associated with the transfer of data shall be borne by Client.

9. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Both Parties agree to comply with all applicable federal and state laws governing the confidentiality, privacy, and security of health information, including but not limited to HIPAA.

In the event of a breach of Personal Health Information ("PHI") held by Remedy Health with respect to an Eligible Participant, Remedy Health shall immediately notify Client and mitigate, to the extent practicable and at Remedy Health's expense, the effects of the breach. Further, Remedy Health shall fulfill all reporting and notification obligations required under state and federal law, in consultation and cooperation with Client, at Remedy Health's expense. In addition to reporting and notification obligations under

Notwithstanding this Section 10, the provisions of that certain Business Associate Agreement, as set forth in Exhibit D, executed or to be executed between the Parties shall prevail with respect to any PHI that Client provides to Remedy Health in Remedy Health's capacity as Client's business associate.

Remedy Health, on behalf of itself and its affiliates (collectively, the "Remedy Health Entities") represents and warrants that the Remedy Health Entities will comply with all applicable laws that govern the privacy, security, confidentiality or processing of personal information, health information, dental or medical records, health care claim adjudication records, or other records generated in the course of providing or paying for health care services, including but not limited to HIPAA (collectively, "Privacy Laws"). Remedy Health, on behalf of the Remedy Health Entities further represents and warrants that the Remedy Health Entities have taken or will take by the Effective Date all reasonable steps to protect the confidentiality, integrity, availability and security of its systems and data in all material respects and that it will implement and maintain a reasonable and appropriate privacy and data security program with plans, policies, procedures, and other security measures for privacy, physical and cybersecurity, backup, disaster recovery, business continuity and incident response, including reasonable and appropriate administrative, technical and physical safeguards and workforce training to protect PHI, personal information and the Remedy Health Entities' systems from any unauthorized access, destruction or other processing. Remedy Health, on behalf of the Remedy Health Entities, represents and warrants that it has or will have by the Effective Date, implemented, and maintain written privacy and security policies and procedures, conducted a comprehensive security risk assessment, and maintain all other documentation as required by the Privacy Laws.

10. Non-Solicitation

During, and for one year after, termination of this Agreement, Client will not directly hire or retain, as a full-time or part-time employee, or on an independent contractor or consultant basis, any Health Professional that performs Covered Services during the term of this Agreement at the Remedy Health Clinics, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for Remedy Health (whether as an employee or independent contractor or consultant). To the extent enforceable under Oklahoma Law, the foregoing obligations will not apply, however, if Remedy Health consents otherwise in writing.

11. Medical and PHI Records; Privacy

- a. Remedy Health and Client agree that all PHI and medical information and records applicable to this Agreement will be subject to HIPAA and other privacy rules.
- b. Medical records shall be maintained with respect to all the Eligible Participants who are patients in a professional manner. Health Professionals will maintain such medical records consistent with the accepted medical standards of practice in the medical community in which the Health Professionals provide Covered Services, and consistent with HIPAA.
- c. All medical records for services provided to Eligible Participants by Remedy Health under this Agreement will belong to Remedy Health; however, Remedy Health agrees to coordinate with Client with respect to the transfer of such records upon termination of the Agreement in accordance with Section 5 and applicable law.
- d. Remedy Health will provide Eligible Participants with its Notice of Privacy Practices and make a copy of the Notice available on its website.
- e. All medical records for services provided to Eligible Participants, past and present, by Remedy Health under this Agreement may be received upon request of such participants.
- f. Notwithstanding the above terms, Client will have access to records pertaining to work-related injuries reimbursable by Client, to the limited extent permitted by law.
- g. All obligations to maintain confidentiality of health information will survive termination of this Agreement indefinitely. Subject to the city's obligations under the Open Records Act.
- h. Remedy Health will maintain complete and accurate records of all services performed, all employee and contractor records, all receipts and disbursements, and all other records, related to this Agreement for seven years or such greater period as may be required by law from the date of service or cost accrual ("Retention Period").

12. Proprietary and Confidential Information

a. "Confidential and Proprietary Information" includes, among other information, all information relating to a Party or that Party's affiliates' (as applicable) business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patient lists, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information

regarding Remedy Health Clinics, staffing models, and delivery systems that the Party or the Party's affiliates attempts or intends to keep confidential, but is disclosed to the other Party in the course of performance of this Agreement. Information that is known to the general public is not Confidential and Proprietary Information; however, it will be presumed that all information, furnished or exchanged under this Agreement, is Confidential and Proprietary Information. Subject to the city's obligations under the Open Records Act.

- b. Except as expressly set forth herein, Remedy Health will, at all times, exclusively retain all right, title and interest in and to the following materials (collectively, "Licensed Materials"): (i) any marketing collateral supplied by Remedy Health hereunder; and (ii) logos, trademarks, trade names and service marks of Remedy Health, Inc. To the extent Remedy Health does not own the Licensed Materials, Remedy Health expressly warrants that it has a license to use them for the purposes of providing services under this Agreement.
- c. Except as expressly set forth herein, Client will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "Client Materials"): (i) any marketing collateral supplied by Client hereunder; and (ii) logos, trademarks, trade names and service marks of Client. Neither Remedy Health nor any of its affiliates shall use Client Materials or otherwise identify the Client (or any Client affiliate) in any press release, advertising, marketing, or promotion without Client's prior written consent, which consent may be given or withheld in Client's sole discretion.
- d. During the Term of this Agreement, Remedy Health hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable right and license (or sublicense, as applicable) to use, market, promote and display the Licensed Materials in connection with the services performed by Remedy Health hereunder. Except for those rights expressly granted herein, Client shall not grant, nor claim any right, title or interest in the Licensed Materials not mutually developed by the Parties. Similarly, except as expressly set forth herein, Client shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by Client hereunder, and Client logos, trademarks, trade names and service marks.
- e. Each Party acknowledges that, during the Term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing Party") considers to be Confidential and Proprietary Information. Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any Confidential and Proprietary Information of the other Party or any affiliate of the other Party. Each Party shall take such precautions with respect to the Confidential and Proprietary Information of the other Party as it normally takes with respect to its own Confidential Proprietary Information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.
- f. Notwithstanding anything to the contrary contained in this Section, in the event the Receiving Party is required to disclose any Confidential and Proprietary Information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the

Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this Section.

- g. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's Confidential and Proprietary Information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written Confidential and Proprietary Information.
- h. No document or information, authored by Remedy Health or its affiliates, will ever be deemed a "Work for Hire" for Client. To the extent Remedy Health prepares any document or information for delivery to Client in Remedy Health's capacity as a business associate of Client (a "Business Associate Deliverable"), Remedy Health grants to Client a worldwide, irrevocable, perpetual, royalty-free license to use and copy such Business Associate Deliverable. To the extent that any Business Associate Deliverable contains PHI or other information owned by Client, Remedy Health makes no claim of ownership to such information.
- i. The provisions of this Section 12 shall survive the cancellation, termination, or expiration of this Agreement.

13. Warranties

- a. This Agreement is solely for the provision of Covered Services and its existence does not establish any wellness program, corporate policy, program, or policy offered or required by Client. Covered Services are strictly limited to the services designated on Exhibit A and this Agreement does not create any obligations of Remedy Health or Health Professionals to administer any services not contemplated by this Agreement.
- b. Remedy Health is not the "named fiduciary" or "Administrator", as such terms are defined in ERISA (or as used in similar laws governing plans) of the Remedy Health Clinic. In addition, Remedy Health is not responsible for Client's or Plan Administrator's compliance of any such plan with laws (including ERISA, HIPAA, COBRA, PPACA, Federal or other taxes, and similar requirements) that govern plan operation and administration except as may be specifically provided in this Agreement.
- c. Remedy Health is not responsible for determining whether an individual is an Eligible Participant. Remedy Health shall rely on the eligibility information provided by Plan Administrator and/or Client or its designee pursuant to Section 7(b) above in allowing access to the Remedy Health Clinic and shall confirm the status of Eligible Participants by reviewing their insurance cards or other evidence of coverage. Where Remedy Health is uncertain as to an individual's status as an Eligible Participant, Remedy Health shall make a good faith effort to contact Client prior to providing or denying the individual's request for Covered Services. Remedy Health will not accept any appeals or claims for eligibility determinations. Remedy Health will not be liable for any errors or omissions in eligibility information provided to it by Plan Administrator and/or Client.

- d. Remedy Health is not a law or consulting firm and does not purport to give Client any sort of legal, tax, ERISA or fiduciary advice or guidance with respect to: Client or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by Client; formation of a wellness program or separate medical plan; obligations of Client and/or the Plan Administrator under local, state, and federal law.
- e. Remedy Health represents and warrants to Client and its affiliates that Remedy Health's performance of this Agreement and its products, software and service deliverables will not infringe upon or violate the intellectual property rights of any other rights of any third party or violate any federal, state, and municipal laws.

14. Indemnification

Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party (the "Indemnitee"), its staff, directors, trustees, officers, agents, affiliates, contractors, employees, successors and assigns, harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (i) the breach of any term or condition of this Agreement; (ii) allegations of negligent and/or willful acts or omissions of the Indemnifying Party or any of its affiliates (including, but not limited, to any medical malpractice claims against Remedy Health and/or any Health Professional); (iii) the violation of any law or any representations or warranties herein by the Indemnifying Party or any of its affiliates; and/or (iv) a Party's use of, access to, or involvement with the other Party's services, systems, computer hardware or software, whether in combination with other products or services (including without limitation any and all claims that a Party's use or access or involvement infringes or impermissibly incorporates any of the intellectual property rights of a third party). Reasonable attorney's fees to be paid only to the prevailing party, which is to be determined by a court of competent jurisdiction.

The Indemnitee shall provide Indemnifying Party with prompt written notice of any claims for which it seeks indemnification. No delay in notice shall excuse the Indemnifying Party's obligations, except to the extent that the Indemnifying Party has been materially prejudiced by such delay. The Indemnifying Party shall defend the Indemnitee at Indemnifying Party's sole expense with legal counsel reasonably acceptable to the Indemnitee. If the Indemnifying Party fails to provide a timely defense, then the Indemnitee may defend with counsel of its own choosing at the expense of the Indemnifying Party. Neither the Indemnifying Party nor the Indemnitee shall enter into any settlement without the prior written consent of the other, which shall not be unreasonably withheld or delayed.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST PRODUCTION, OR ECONOMIC DAMAGES), WHETHER SUCH LIABILITY IS BASED, OR CLAIMED TO BE BASED ON ANY BREACH OF EITHER PARTY'S OBLIGATIONS UNDER THE AGREEMENT, INCLUDING ITS PERSONNEL, AGENTS, APPOINTED REPRESENTATIVES, SUBCONTRACTORS OR VENDORS. AND ONLY TO THE EXTENT THE FOLLOWING WAIVERS ARE PERMITTED BY LAW.

The provisions of this Section shall survive the termination of this Agreement.

15. Notices

All notices, consents, demands, and waivers described in this Agreement must be in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section.) Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid, deemed accepted upon confirmation of email (deemed accepted with confirmation of transmission), certified or registered mail (in each case, deemed accepted upon delivery of return receipt requested, or postage prepaid), or by email

If to Remedy Health:

Remedy Health ATTN: Chris Sudduth, MD PO Box 2470 Broken Arrow, OK 74012

Email: drsudduth@remedyhealth.care

If to Client:

City of Bartlesville ATTN: Mike Bailey 401 S Johnstone Ave Bartlesville, OK 74003

Email: mlbailey@cityofbartlesville.org

16. Independent Contractors

It is expressly understood and agreed that Remedy Health and Client shall at all times during the Term of this Agreement act as independent contractors on a non-exclusive basis, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of, nor joint venture partner with, the other Party; except as otherwise specifically contemplated herein, neither Party shall function as a principal or agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a partnership, association, or other affiliation between Remedy Health and Client. In no event shall either Party be liable for the debts or obligations of the other except as specifically provided for in this Agreement.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. A Party will have the exclusive authority to hire, fire, compensate, assign duties to, and direct its employees. Each Party will be solely responsible to pay any applicable compensation or severance to its employees. Each Party will have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally required or authorized withholdings or payments, to or with respect to its employees. Each Party will be solely responsible for the actions or inactions of its employees.

17. Miscellaneous

a. **Amendment.** This Agreement may only be amended by Remedy Health and Client by a writing duly executed by an appropriate officer of Remedy Health and Client. This requirement is not intended to preclude the Parties from making decisions regarding day-to-day operations.

- b. **Assignment.** Neither Party shall have the right to assign or transfer this Agreement or its rights or obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect. Notwithstanding the foregoing, either party may assign this Agreement to a successor of all or substantially all of the assets or business of such party to which this Agreement relates, whether by merger, sale of stock, sale of assets, or other similar transaction. As long as the assignee accepts the liabilities contracted for under the original agreement.
- c. **Captions.** All Section captions are for reference only and will not be considered in interpreting this Agreement.
- d. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. **Dispute Resolution.** If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, either party may seek any remedy available at law or in equity at any time. Client does not agree to binding arbitration.
- f. **Entire Agreement**. This document, and all Exhibits, including the Business Associate Agreement (Exhibit D), is intended by the Parties as the final and binding expression of their agreement applicable to this subject matter and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- g. **Force Majeure.** The Parties will not have any obligations to provide, or liability for failure to provide, any good, service, or record under this Agreement for any cause beyond the Parties' reasonable control including, without limitation, any Act of God, fire, flood, tornado, environmental contamination, disruption in utilities, act or order of the other Party or governmental entity, act of terrorism, war, vandalism or other public disruption, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the Parties' reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable. This provision shall not relieve either Party of any obligation hereunder in the event of a pandemic or other public health emergency, unless a Party is prohibited, by a binding governmental order, from performing an obligation hereunder (e.g., for example, if health care is deemed to be an essential service in connection with a pandemic, both parties shall be required to perform hereunder).

- h. **Further Actions.** Each of the Parties agrees to execute and deliver such further instruments, and to do such further acts, et. al., as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.
- i. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of Oklahoma, to the extent not preempted by federal law, without consideration of or giving effect to any choice of law provision or rule thereof. Venue for any action or proceeding arising under this Agreement shall be in a Court of competent jurisdiction in Oklahoma County, Oklahoma.
- j. Local, State, and Federal Laws. Neither Party shall take any action in furtherance of this Agreement, which is illegal under any federal, state, county, or local rules, including without limitation, all statutes, laws, ordinances, regulations, or codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws.
- k. **No Third-Party Beneficiaries.** No Eligible Participant, and no other person or entity, is an intended third-party beneficiary of this Agreement.
- I. **Severability.** If any provision of this Agreement should be invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as if the invalid or unenforceable portion had never been written, and the remainder of this Agreement will continue to be effective, valid, and enforceable.
- m. **Succession.** Subject to the other terms of this Agreement, this Agreement will apply to the benefit of, and be binding on, each Party's permitted successors and assigns.
- n. **Waiver.** Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. Client may only amend by consent of the governing body.
- o. No such waiver will affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.
 - o. **Exhibits.** The following attachments are incorporated into this Agreement:

Exhibit A: Clinic Locations, Schedule, and Covered Services

Exhibit B: Fees

Exhibit C: No-Cost Pharmacy Formulary

Exhibit D: No-Cost Lab Formulary

Exhibit E: Business Associate Agreement

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the last signature date written below.

CLIENT:	REMEDY HEALTH:	
City of Bartlesville	Remedy Health, PLLC	
Ву:	Ву:	
Print Name: Jim Curd, Jr.	Print Name: Christopher Sudduth, MD	
Title: Mayor	Title: Chief Executive Officer	
Date:	Date:	



EXHIBIT A: CLINIC LOCATIONS, SCHEDULE, AND COVERED SERVICES

Locations:

Eligible Participants will have access to the any and all Remedy Health clinics on all regular days and hours of operation of each clinic. Remedy Health also offers virtual or in-person visits outside of normal business hours for urgent health needs. For the most up-to-date list of clinic locations, please visit www.remedyhealth.care/locations.

Schedule:

Remedy Health clinics are generally open 8:00 am -5:00 pm Monday through Thursday, and 8:00 am -12:00 pm on Fridays. Remedy Health observes the list of holidays below. Although clinic sites will be closed on these days, care remains available 24/7, including onsite care for urgent matters. In the event that any of the following holidays falls on a Saturday or a Sunday, Remedy Health will designate in advance the workday upon which the holiday will be observed.

Remedy Health observes the list of holidays below. Although clinic sites will be closed on these days, care remains available 24/7, including onsite care for urgent matters. In the event that any of the following holidays falls on a Saturday or a Sunday, Remedy Health will designate in advance the workday upon which the holiday will be observed.

Remedy Health Observed Holidays:

New Year's Day Martin Luther King, Jr. Day Good Friday Memorial Day Independence Day Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Covered Services:

- A. Primary care to include but not limited to:
 - 1. Evaluation, testing, and available treatment for minor illnesses such as, but not limited to, coughs, seasonal allergies, eye/ear infections, sore throat/strep, flu, fevers, headaches, upper respiratory/sinus infections, gastrointestinal issues, urinary tract infections, skin lesions and rashes, migraines, glucose testing, endocrine, and blood pressure consultations either in person at a Remedy Health clinic or via telehealth.
 - 2. Treatment for minor injuries, including but limited to, that may or may not be work-related, including sprains/strains, application of splints, laceration repair, suture removal, wound dressing, and animal and insect bites.
 - 3. Annual physical and/or regular follow up visits to include comprehensive preventive care, including immunization administration, cancer screening, mental health

- assessment, and lifestyle choices assessment and coaching regarding proper nutrition and physical activity.
- 4. Chronic disease management, which includes evaluating, diagnosing, treating, and managing typical chronic illnesses such as diabetes, hypertension, hyperlipidemia, tobacco use disorder, degenerative joint disease, chronic obstructive pulmonary disorder, allergic rhinitis, and various forms of autoimmunity.
- Minor medical procedures that are within the Health Professionals' scope of licensure and abilities (which may vary depending on the staffing of the particular Remedy Health clinic) and that can be performed at a Remedy Health clinic, with available equipment, and during operating hours. Such procedures include but are not limited to the following: nail removal, foreign body removal, cryotherapy, wart management, intramuscular injection, incision and drainage, wound debridement, excisional or punch biopsy, skin tag removal, joint aspiration, and intra-articular joint injection.
- B. Provisions of pharmaceuticals to treat common illnesses. The current formulary of available onsite medications is listed in Exhibit C. This formulary is subject to change.
- C. Necessary standard laboratory work to provide the Covered Services listed above, including, but not limited to collection of blood and urine specimens. Point-of-care testing is also available, including but not limited to TB skin testing, rapid Strep testing, COVID/Flu antigen testing, urinalysis, and drug testing.
- D. Immunization administration, including the following table of pediatric and adult immunizations will be available and will be billed through the client's insurance plan. The list of available immunizations is subject to change as new vaccines are released to the market. Care will be delivered to Eligible Participants without respect to immunization status.

Immunization	Immunization Class/Condition	
ActHIB	HIB	
Adacel	Tdap (adolescent & adult use)	
Bexsero	MCV Grp B	
Daptocel	DTap (6 wks – 6 yrs)	
Gardasil 9	HPV	
Menactra	MCV4	
MMR II	MMR	
Pentacel	DTap/IPV/HIB (6 wks – 4 yrs)	
Pnuemovax23	Pneumonia	
Prevnar 13	Pneumonia (pediatric)	
Quadracel	DTap/IPV (age 4-6 yrs)	
Recombivax HB Adult	Hep B	
Recombivax HB Pediatric	HepB	
Rotateq	Rotavirus	
Shingrix	Shingles	
Vaqta- Pediatric	Hep A	
Varivax	Varicella	

EXHIBIT B: FEES

Per Employee Per Month Fee:

For the Covered Services set forth on Exhibit A, Client shall pay Remedy Health a per employee per month (PEPM) fee for all employees according to the following fee schedule:

November 2025 through October 2026: \$99 PEPM

November 2026 through October 2027: \$99 PEPM

Remedy Health shall not charge an additional monthly membership fee for eligible dependents that may be entitled to Covered Services hereunder.

Rate adjustments for subsequent terms will be delivered to the Client no later than ninety (90) days before the renewal date. These adjustments will have an acceptable negotiable cap and will be based on transparent reporting on cost of care delivery provided to Client's members and related to inflation.

The PEPM fee covers all virtual and in-person utilization, labs per the lab formulary, phlebotomy, point-of-care testing, onsite and mail in prescription medications per the medication formulary, onsite digital x-ray (where available), in-office procedures, medical supplies, Holter monitoring, spirometry, and electrocardiograms.

Other items throughout the contract period may be added through an amendment at the agreed pricing by both Parties.

Passthrough Costs:

Passthrough costs are limited and include the following:

- All pediatric and adult immunizations.
- COVID/Flu point-of-care testing is \$40.
- High-cost drugs.
- Glucagon-like peptide-1 receptor agonists (GLP-1's) tirzepatide and semaglutide. This fee schedule represents the cost of a one-month supply (four weekly injections) of each medication at the respective dose.

Semaglutide 0.25 mg	\$179	Tirzepatide 2.5 mg	\$279
Semaglutide 0.50 mg	\$249	Tirzepatide 5 mg	\$349
Semaglutide 1 mg	\$299	Tirzepatide 7.5 mg	\$399
Semaglutide 1.75 mg	\$329	Tirzepatide 10 mg	\$449
Semaglutide 2.50 mg	\$349	Tirzepatide 12.5 mg	\$479
		Tirzepatide 15 mg	\$499

Additional Services:

Additional services can be included as a passthrough or billed directly to the Client's member. These services include:

- Hyaluronic acid joint injections are \$750 for set of 3 injections.
- Platelet rich plasma (PRP) joint injections are \$550 each.
- A broad menu of IV therapy:

Immunity	\$150
Inner Beauty	\$150
Myers Cocktail	\$170
Recovery and Performance	\$160

- Bio-identical hormone replacement therapy (pellets) \$700 for men and \$350 for women.
- Personal health assessments (PHA) \$55 per patient.
- Counseling services with Evolution Mental Health Services at a Remedy Health discounted price of \$120 per session (discounted from \$150) as well as preferential scheduling for Remedy Health patients.

EXHIBIT C: NO-COST PHARMACY FORMULARY

Additional medications can be added to the following list of medications currently available onsite and by mail order.



ALLERGY RELIEF LORATADINE 5 x 10MG TAB #90 **ALLERGY RELIEF DIPHENHYDRAMINE HCL** 5 x 25MG CAP #24 **CETIRIZINE HCL** 1 x 10MG TAB #30 **ALLER-TEC ALLER-TEC CETIRIZINE HCL** 4 x 10MG TAB #30 **AMARYL** GLIMEPIRIDE 5 x 4MG TAB #30 **AMITRIPTYLINE HCL AMITRIPTYLINE HCL** 3 x 25MG TAB #30 **AMOXICILLIN AMOXICILLIN** 3 x 500MG CAP #21 **ANTIVERT MECLIZINE HCL** 5 x 25MG TAB #30 **ARISTOCORT** TRIAMCINOLONE CREAM 5 x 30 X 0.1% CREA CRE 30 GM **ASPIRIN ASPIRIN** 3 x 325MG TAB #100 **AUGMENTIN** AMOXICILLIN/POTASSIUM CLAV 2 x 875-125MG TAB #20 **AUGMENTIN** AMOXICILLIN/POTASSIUM CLAV 3 x 875-125MG TAB #20 **BACITRACIN** BACITRACIN 5 x 28 GM **BACTRIM DS** SULFAMETHOXAZOLE/TRIMETHOPRIM 5 x 800-160MG TAB #14 **BACTROBAN** MUPIROCIN **5 x OINT 22 GM** CITALOPRAM HYDROBROMIDE **CELEXA** 3 x 10MG TAB #30 CIPROFLOXACIN HCL 5 x 500MG TAB #14 CIPRO **CLEOCIN HCL CLINDAMYCIN HCL** 5 x 300MG CAP #30 COREG CARVEDILOL 5 x 25MG TAB #60 COZAAR **LOSARTAN POTASSIUM** 3 x 25MG TAB #30 **CYMBALTA** 5 x 30MG CAP #30 DULOXETINE DESYREL **TRAZODONE** 4 x 50MG TAB #30 **DIFLUCAN FLUCONAZOLE** 5 x 150MG TAB #1 DOXYCYCLINE HYCLATE DOXYCYCLINE HYCLATE 5 x 100MG TAB #20 DRISDOL **ERGOCALCIFEROL (VITAMIN D2)** 1 x 1250MCG CAP #8 DRISDOL **VITAMIN D** 4 x 50000 UNIT CAP #8 **EFFEXOR VENLAFAXINE IR** 3 x 75MG TAB #30 FLAGYL **METRONIDAZOLE** 5 x 500MG TAB #21 **FLEXERIL CYCLOBENZAPRINE** 4 x 10MG TAB #10 **FLOMAX TAMSULOSIN HCL** 4 x 0.4MG CAP #30 **FLONASE FLUTICASONE PROPIONATE** 1 x 50MCG SPR 16 GM **FLONASE FLUTICASONE PROPIONATE** 1 x 50MCG SPR 16 GM **FLONASE FLUTICASONE PROPIONATE** 3 x 50MCG SPR 16 GM **GLUCOPHAGE METFORMIN HCL** 5 x 1000MG TAB #90 **GLUCOPHAGE XR METFORMIN HCL ER** 3 x 500MG TAB #30 **GLIPIZIDE GLUCOTROL** 3 x 10MG TAB #30





NO-COST MEDICATIONS

AVAILABLE IN-CLINIC & HOME DELIVERY

HYDROCHLOROTHIAZIDE

HYDROCORTISONE

HYZAAR

IMITREX

KEFLEX

LIPITOR

LOPID

MEDROL

MOBIC MOTRIN

NAPROSYN

NITROSTAT

NORVASC

OCUFLOX

PAIN RELIEVER
PAIN RELIEVER

PAIN RELIEVER

PLAVIX

POLYTRIM

PREDNISONE

PROMETHAZINE HCL

PROTONIX

PROTONIX

PROZAC

ROBAXIN

SILVADENE SILVADENE

SINGULAIR

SYNTHROID

311411111010

TESSALON PERLE

TOPROL XL

TRIDERM

VENTOLIN SOLN

WELLBUTRIN XL

WELLBUTRIN XL

ZESTRIL

ZESTRIL

ZITHROMAX

ZOCOR

ZOFRAN ODT

ZOLOFT

HYDROCHLOROTHIAZIDE

HYDROCORTISONE

LOSARTAN/HYDROCHLOROTHIAZIDE

SUMATRIPTAN SUCCINATE

CEPHALEXIN

ATORVASTATIN CALCIUM

GEMFIBROZIL

METHYLPREDNISOLONE DP

MELOXICAM

IBUPROFEN

NAPROXEN

NITROGLYCERIN

AMLODIPINE BESYLATE

OFLOXACIN

ACETAMINOPHEN

ACETAMINOPHEN ACETAMINOPHEN

CLOPIDOGREL BISULFATE

POLYMYXIN B SULF/TRIMETHOPRIM

PREDNISONE

PROMETHAZINE HCL

PANTOPRAZOLE SODIUM

PANTOPRAZOLE SODIUM

FLUOXETINE

METHOCARBAMOL

SILVER SULFADIAZINE

SILVER SULFADIAZINE

MONTELUKAST

LEVOTHYROXINE SODIUM

BENZONATATE

METOPROLOL SUCCINATE

TRIAMCINOLONE ACETONIDE

ALBUTEROL 0.083% INHAL SOLN

BUPROPION XL

BUPROPION XL

LISINOPRIL

LISINOPRIL

AZITHROMYCIN

SIMVASTATIN ONDANSETRON

SERTRALINE

21

5 x 25MG TAB #30

5 x 30 GM

3 x 50-12.5MG TAB #30

4 x 50MG TAB #9

4 x 500MG CAP #14

5 x 40MG TAB #30

3 X 401410 TAB #30

5 x 600MG TAB #30

4 x 4MG TAB #21

5 x 15MG TAB #30

3 x 600MG TAB #90

3 x 500MG TAB #60

3 x 0.4MG TAB #25

4 x 10MG TAB #30

5 x 0.3 % DROP 5 ML

1 x 325MG TAB #100 2 x 325MG TAB #100

3 x 500MG TAB #24

3 x 75MG TAB #30

5 x 10000-1/ML DROP 10 ML

10 x 20MG TAB #10

5 x 25MG TAB #30

5 x 20MG TAB #30

5 x 40MG TAB #30

4 x 20MG CAP #30

3 x 500MG TAB #30

5 x 1% 25 GM

5 x 1% 50 GM

5 x 10MG TAB #30

_ ________

3 x 50MCG TAB #30 5 x 100MG CAP #20

5 x 25MG TAB #30

5 x 0.1% CRM 80 GM

2 x 2.5MG/3ML VIAL 75 ML

1 x 150MG TAB #30

2 x 150MG TAB #30

5 x 20MG TAB #30

5 x 40MG TAB #30

3 x 250MG TAB #6

3 x 20MG TAB #30

3 x 4MG TAB #30

5 x 25MG TAB #30

EXHIBIT D: NO-COST LAB FORMULARY

Remedy Health utilizes Quest/DLO as its lab vendor. Labs under \$50 are included in the PEPM at no additional cost. Additional labs can be obtained onsite for the exception of unique labs that require specialized collection methods. Labs ordered by outside medical physicians with the following credentials will be obtained onsite as well: allopathic physician (MD), osteopathic physician (DO), physician assistant (PA), and nurse practitioner (APRN, ARNP, DNP).



Test Name

Test Name

WHITE BLOOD CELL CT RED BLOOD CELL COUNT **HEMATOCRIT** HEMATOCRIT (REEL) **HEMOGLOBIN (B) HEMOGLOBIN (REFL)** PLATELET COUNT **HEMOGLOBIN & HEMOCRIT** WHITE CELL COUNT & DIFF HEMOGLOBINOPATHY CARDIO IO(TM) CHOL TOT CARDIO IQ(TM) HDL CHOL CARDIO IQ(TM) TRIGLYC. CHOL TOTAL, (REFL) CHOLESTEROL, TOTAL HDL-CHOLESTEROL IRON, TOTAL IRON, TOTAL (REFL) MICRONUTRIENT, IRON TRIGLYCERIDES TRIGLYCERIDES (REFL) **URIC ACID** VLDL **HEMOGRAM** UA, MACRO (REFL) URINALYSIS MACRO NEO URINALYSIS RFX NEO URINALYSIS, (REFL) URINALYSIS, MACRO URINALYSIS, REFLEX CBC(H/H, RBC, WBC, PLT) CBC(REFL)-without Diff **ALBUMIN** ALKALINE PHOSPATASE ALT BILIRUBIN, DIRECT BILIRUBIN, TOTAL CALCIUM

CARBON DIOXIDE

CHLORIDE

CREATININE

GLUCOSE, SERUM PHOSPHATE (AS PHOS) POTASSIUM POTASSIUM, PLASMA PROTEIN, TOTAL PROTEIN, TOTAL PLASMA SODIUM UREA NITROGEN (BUN) BILIRUBIN, FRAC. **BUN/CREAT RATIO** PROTEIN TOT & ALB PLAS PROTEIN, TOT AND ALB **HEMOGRAM + DIFF** RFL-MICR (INC) UA, MICROSCOPIC ELECTROLYTE PANEL **ELECTROLYTE PNL, PLASMA** HEPATIC FUNC PNL W/O IRON, TOTAL, & IBC IRON, IBC, %SAT (REFL) BASIC METAB PNL W/O CA HEPATIC FUNC PNL HEPATIC FUNC PNL, PLASM AMYLASE CARDIO IQ(TM) HGB A1C CBC (DIFF/PLT) CBC (REFL) **FERRITIN** HEM A1C W/EAG (REFL) **HEMOGLOBIN A1C HEMOGLOBIN A1C (REFL)** HEMOGLOBIN A1C REFL HEMOGLOBIN A1C W/EAG HEMOGLOBIN A1C W/MBG HEMOGLOBIN A1C W/RFL HEMOGLOBIN A1C W/RFL HGB A1C W/FAG REEL HGB A1C W/MPG (REFL) RHEUMATOID FACTOR RHEUMATOID FACTOR, CSF SED RATE BY MOD WEST SED RATE MANUAL WEST

TSH, PREGNANCY BASIC METAB PNL BASIC METAB PNL, PLASMA RENAL FUNC PNL CMP W/O CO2,ALT CMP W/O ALT RETICULOCYTE COUNT T-3 UPTAKE T-3 UPTAKE (REFL) T-4 (THYROXINE) T4 (REFL) COMP METAB PNL COMPIMETABIENT, PLASMA COMP METAB W/ADJ CAL PL ANA IFA W/REFL ANA SCREEN ANA W/RFX CREAT 24 HR CREATININE RAND (U) CREATININE, FP MALB, RAND UR W/O CR MICROALBUMIN RAND UR MICROALBUMIN, 24-HOUR URINE W/O MICROALBUMIN, 24-HOUR URINE, 24 HR UR MICROALBUMIN, TIMED URINE MICRONUTRIENT, VITB12 RPR MONITOR W/REFL RPR.PM W/REFL RPR(DX) RFL (REFL) RPR(DX)REFL FTA RPR(MONITOR)(REFL) T-4, FREE UA, COMPLETE UA,COMP W/RFL CULT UA,COMP W/RFL CULT UA, COMP W/RFL CULT, N URINALYSIS, COMP, NEO VITAMIN B12 VITAMIN B12 (RFLX) PSA, TOT W/REFL(REFL) PSA, TOT, MONITORING PSA, TOTAL PSA, TOTAL, 2.5 NG/ML CUT PSA, TOTAL, 2.5 NG/ML CUT PSA, TOTAL, 2.5 NG/ML CUT

Test Name

TSH W/REFL FT4





AVAILABLE IN-CLINIC AT ALL LOCATIONS

Test Name

PSA, TOTAL, MEDICARE PSA, TOTAL W/REFL GLUC, GEST SCRN -135 **GLUC, GEST SCRN 140** GLUCOSE (REFL) **GLUCOSE PP (75 GRAM)** GLUCOSE, PLASMA GLUCOSE, PP/1 HR GLUCOSE, PP/2 HOUR **GGT** LIPASE T-3, TOTAL TESTOSTERONE, M(REFL) TESTOSTERONE, MALE, IA LDH, TOTAL **RPR TITER** HCG, TOTAL, QN **ABO GROUP RH TYPE** CRP CULT, (U) ROUTINE **CULT, UR ROUT (REFL)** CULT, UR, CATH COLLECT **PROLACTIN** CK, TOTAL **GLUC GEST & FAST-135 GLUC GEST & FAST-140 GLUC, FAST & POST 1HR GLUC, FAST & POST 2HR** GTT, 2 SPEC PRO TIME WITH INR MAGNESIUM **ESTRADIOL** ESTRADIOL, RAPID FSH FSH (REFL) LH RPR SCREEN W/REFL TITER

SED RATE BY MOD WEST

HCG, SERUM QT (REFL)

FOLATE, SERUM (RFLX)

MICRONUTRIENT, FOLATE

FOLATE, SERUM

Test Name

MEASLES AB IGG DIA MEASLES AB IGG.EIA MUMPS VIRUS AB IGG D MUMPS VIRUS IGG, EIA **RUBELLA DIAGNOSTIC** RUBELLA IMMUNE AB SCR RFX ID/TITER MICROALBUMIN **PROGESTERONE** HBC TOTAL W/REFL IGM HCG TOTAL OL HCG, QUAL, REFL QUANT HCG, TOTAL, QL (REFL) **HCV WITH REFLEXES** HEP A AB, TOTAL HEP A AB, TOTAL HEP A AB, TOTAL, REFLIGM HEP A AB, W/REFL IGM HEP A IGM AB HEP B C AB, TOT (REFL) HEP B CORE AB, TOTAL HEP B CORE AB, TOTAL HEP B CORE IGM AB **HEP B SURF AG (REFL)** HEP B SURF AG W/CONF HEP B SURFACE AB QN HEP B SURFACE AB QN HEP C AB (REFL) HEP C AB W/ REFL HCV HEP C AB W/REFL HCV HEP TOTAL W/REFL IGM HEP.A AB, TOT. (REFL) UA MACRO MAN W/RFL **UA MACRO MANUAL** GTT, 3 SPECIMENS GTT, GEST, 3 IADPSG PREALBUMIN PTT, ACTIVATED **FECAL IMMUNOCHEM** FECAL IMMUNOCHEM (MEDICARE) ABO AND RH (REFL) ABO AND RH (REFL)

ABO GRP AND RH TYPE

CORD BLOOD ABO/RH

Test Name

CULTURE, GP. A STREP

T-3, FREE HETEROPHILE, MONO HETEROPHILE, MONO SCREEN (REFL) PROLACTIN, 2 SPEC CAMPY AG, EIA **CAMPY CULTURE** IGA (REFL) **IMMUNOGLOBULIN A** IMMUNOGLOBULIN G IMMUNOGLOBULIN M ANA TITER&PATTERN GTT, GESTATIONAL, 4 GTT,4 SPECIMEN FSH & LH (S) **TESTOSTERONE**, TOTALMS CARDIO IQ(TM) CARDIO CRP **HS CRP** THYROID PEROXID AB UR CULT W/GBS SUSCEP **CULTURE, AEROBIC BAC** C. TRACHOMATIS RNA, TMA, C. TRACHOMATIS, TMA ALTER C.TRACH RNA, TMA, THROAT CHLAMYDIA RNA, TMA GC RNA, TMA **HSV 1 HERPESELECT HSV 2 HERPESELECT** HSV 2 W/REFL INHIB N. GONORRHOEAE RNA, TMA, N.GON RNA,TMA,THROAT N.GONORRHOEAE TMA ALTER PATH REVIEW OF SMEAR CARDIO IQ(TM) INSULIN INSULIN CULT, STREP GRP B **GBS CULT W/SENSI** UA, COMPLETE MANUAL UA, MANUAL W/REFL CUL GLUCOSE, 5 SPEC GTT,5 SPECIMEN VIT D,25-OH,TOTAL,IA BILI, TOTAL PEDIATR. ABALONE IGE

ACTH (RC206) IGE





AVAILABLE IN-CLINIC AT ALL LOCATIONS

Test Name

ALFALFA (W45) IGE ** ALLSPICE IGE ALPHA AMYLASE (K87) IGE AM CKRCH (1206) IGE AMOXICILLIN C6 IGE ASPERGILLUS NIGER AZ CYPRESS (T222) **BAMBOO SHOOT (F51) BARLEY IGE** BEETROOT (F319) IGE **BLACK OLIVE IGE** BRZLNUT F18 IGE W/RF **BUMBLE BEE (1205) CARAWAY SEED (F265)** CARMINE/RED DYE IGE CASHEW F202 IGE W/RF CAT DANDR(E1)IGE RFL CAT S ALB (RE220)IGE CATFISH (F369) IGE CEDAR IGE CHICK PEA IGE **CHICKEN DROP (E218)** CHICKEN S (RE219)IGE CORIANDER/ CILANTROE COW'S MILK (F2) IGE COWS MILK(F2)IGE RFL **CRANBERRY IGE CRAYFISH IGE** DATE (T214) IGE DOG ALB (RE221)IGE DOG DANDR(E5)IGE RFL EGG WHITE(F1)IGE RFL EGG YOLK IGE (REFL) **ETHYLENE OXIDE (K78)** FENUGREEK (RF305) IGE FIG (F328) IGE FINCH FEATH. (RE214) **FLAXSEED IGE** FLOUNDER (F147) IGE FORMALDEHYDE IGE **GELATIN (C74) IGE**

GROUPER (F410) IGE

HADDOCK (F42) IGE

HACKBERRY IGE

HAKE (F307) IGE

Test Name

HAZEL NUT TREE (T4) HAZLNUT F17 IGE W/RF HEXA ANHY(RK209) IGE IMCAP EGG WHT(F1)IGE REFL IMCAP MILK (F2)IGE(REFL) IMCAP, A. FUMIGATUS (M3) IMCAP, A. PULLULANS (M12) IMCAP, A. TENUIS (M6) IMCAP, ACACIA (T19) IMCAP, ACARUS SIRO (D70) IMCAP, ALDER (T2) IMCAP, ALMOND (F20) IMCAP, ANCHOVY (F313) IMCAP, ANISAKIS (P4) IMCAP, ANISE (F271) IMCAP, APPLE (F49) **IMCAP, APRICOT (F237)** IMCAP, ASCARIS (P1) **IMCAP, ASPARAGUS (F261)** IMCAP, AUST, PINE (T73) IMCAP, AVOCADO (F96) IMCAP, B. CINEREA (M7) IMCAP, B. TROPICALIS (D20 IMCAP, BAHIA GRASS (G17) IMCAP, BANANA (F92) IMCAP, BARLEY (F6) IMCAP, BASIL (F269) IMCAP, BAY LEAF (F278) IMCAP, BEECH (T5) IMCAP, BEEF (F27) IMCAP, BERLIN BEETLE (176 IMCAP, BERMUDA GRASS (G2) IMCAP, BIRCH (T3) IMCAP, BLACK PEPPER (F280 IMCAP, BLACKBERRY (F211) IMCAP, BLOOD WORM (173) IMCAP, BLUE MUSSEL (F37) IMCAP, BLUEBERRY (F288) IMCAP, BRAZIL NUT (F18) IMCAP, BROCCOLI (F260) IMCAP, BROME GRASS (G11)

IMCAP, BRUSSEL SPROUT(F21

IMCAP, BUCKWHEAT (F11)

IMCAP, BSA (E204)

Test Name

IMCAP, C. ACREMONIUM (M20 IMCAP, C. ALBICANS (M5) IMCAP, C. GLOBOSUM (M208) IMCAP, C. HERBARUM (M2) IMCAP, C. LUNATA (M16) IMCAP, CABBAGE (F216) IMCAP, CANARY FEATHER(E20 IMCAP, CANARY GRASS (G71) IMCAP, CAROB (F296) IMCAP, CARROT (F31) IMCAP, CASHEW NUT (F202) IMCAP, CAT DANDER (E1) IMCAP, CAULIFLOWER (F291) IMCAP, CELERY (F85) IMCAP, CHEDDAR CHEESE (F8 IMCAP, CHEESE MOLD (F82) IMCAP, CHERRY (F242) IMCAP, CHESTNUT (F299) IMCAP, CHESTNUT (T206) IMCAP, CHICKEN FEATH (E85 IMCAP, CHICKEN MEAT (F83) IMCAP, CHILI PEPPER (F279 IMCAP, CHUB MACKEREL (F50 IMCAP, CINNAMON (F220) IMCAP, CLAM (F207) IMCAP, CLOVE (F268) IMCAP, COCKLEBUR (W13) IMCAP, COCKROACH (16) IMCAP, COCOA (F93) IMCAP, COCONUT (F36) IMCAP, CODFISH (F3) IMCAP, COFFEE (F221) IMCAP, COMMON MILLET (F55 IMCAP, COMMON RAGWEED (W1 IMCAP, COMMON REED (G7) IMCAP, CORN (F8) IMCAP, CORN (G202) IMCAP, COTTON FIBERS(01) IMCAP, COTTON SEED (K83) IMCAP, COTTONWOOD (T14) IMCAP, COW DANDER (E4) IMCAP, CRAB (F23)

IMCAP, CUCUMBER (F244)

IMCAP, CULT RYE GRASS (G1

IMCAP, CULT OAT (G14)





AVAILABLE IN-CLINIC AT ALL LOCATIONS

Test Name

IMCAP, CULT. WHEAT (G15) IMCAP, D. FARINAE (D2) IMCAP, D. MICROCERAS (D3) IMCAP, D. PTERONYSSINUS(D IMCAP, DANDELION (W8) IMCAP, DATE (F289) IMCAP, DILL (F277) IMCAP, DOG DANDER (E5) IMCAP, DUCK FEATH (E86) IMCAP, E. MAYNEI (D74) IMCAP, E.PURPURASCENS(M14 IMCAP, EGG MIX (F245) IMCAP, EGG WHITE (F1) IMCAP, EGG YOLK (F75) IMCAP, EGGPLANT (F262) IMCAP, ELDERTREE (T205) IMCAP, ELM (T8) IMCAP, ENG. PLANTAIN (W9) IMCAP, EUCALYPTUS (T18) IMCAP, EUROPEAN HORNET(17 IMCAP, F. MONILIFORME (M9 IMCAP, FALSE RAGWEED (W4) IMCAP, FENNEL, FRESH (F27 IMCAP, FERRET EPITH. (E21 IMCAP, FICUS SPECIES (K81 IMCAP, FIRE ANT (170) IMCAP, FIREBUSH (W17) IMCAP, FOXTAIL MILLET (F5 IMCAP, G. DOMESTICUS (D73 IMCAP, GARLIC (F47) IMCAP, GERBIL (E209) IMCAP, GIANT RAGWEED (W3) **IMCAP, GINGER (F270) IMCAP, GLUTEN (F79)** IMCAP, GOAT EPITH. (E80) IMCAP, GOAT MILK (F300) IMCAP, GOLDENROD (W12) IMCAP, GOOSE FEATHERS (E7 IMCAP, GR COFFEE BEAN (K7 IMCAP, GRAPE (F259) IMCAP, GRAPEFRUIT (F209)

IMCAP, GREEN BEAN (F315)

IMCAP, GREEN PEPPER (F263

IMCAP, GUAR BEAN GUM (F24

IMCAP, GUINEA PIG EPITH(E

Test Name

IMCAP, GUM ARABIC (F297) IMCAP, H. HALODES (M8) IMCAP, HALIBUT (F303) IMCAP, HAMSTER EPITH. (E8 IMCAP, HAZELNUT (F17) IMCAP, HERRING (F205) IMCAP, HICKORY/PECAN (T22 IMCAP, HONEY (F247) **IMCAP, HONEY BEE (I1)** IMCAP, HORN BEAM (T209) IMCAP, HORSE CHESTNUT(T20 IMCAP, HORSE DANDER (E3) IMCAP, HORSEFLY (1204) IMCAP, HOUSE DUST-GR (H1) IMCAP, HOUSE DUST-HS (H2) IMCAP, INSULIN, HUMAN (C7 IMCAP, ISPAGHULA (K72) IMCAP, ITAL. CYPRESS (T23 IMCAP, JACK MACKEREL (F60 IMCAP, JAPANESE CEDAR (T1 IMCAP, JOHNSON GRASS (G10 **IMCAP, JUNE GRASS (G8)** IMCAP, KIWI FRUIT (F84) IMCAP, LAMB (F88) IMCAP, LAMBS QTRS (W10) IMCAP, LEMON (F208) IMCAP, LENTILS (F235) IMCAP, LETTUCE (F215) IMCAP, LIME (F306) IMCAP, LINDEN TREE (T208) IMCAP, LOBSTER (F80) IMCAP, LOBSTER, SPINY (F30 IMCAP, LUPIN (W207) IMCAP, M. RACEMOSUS (M4) IMCAP, MACE (F266) IMCAP, MACKEREL (F206) IMCAP, MALT (F90) IMCAP, MANDARIN (F302) IMCAP, MANGO FRUIT (F91) IMCAP, MAPLE (T1) IMCAP, MARE'S MILK(F286) IMCAP, MARJORAM (F274) IMCAP, MEADOW FESCUE (G4) IMCAP, MEADOW FOXTAIL (G1

IMCAP, MELALEUCA (T21)

Test Name

IMCAP, MELONS (F87) IMCAP, MESQUITE (T20) IMCAP, MILK, BOILED (F231 IMCAP, MOSQUITO (171) IMCAP, MOUNTAIN CEDAR (T6 **IMCAP, MOUSE (E88)** IMCAP, MOUSE EPITH. (E71) IMCAP, MOUSE UR PROT (E72 IMCAP, MUGWORT (W6) IMCAP, MUSHROOM (F212) IMCAP, MUSTARD (F89) IMCAP, NETTLE (W20) IMCAP, NUTMEG (F282) IMCAP, OAK (T7) IMCAP, OAT (F7) IMCAP, OCTOPUS (F59) IMCAP, OLIVE TREE (T9) IMCAP, ONION (F48) IMCAP, ORANGE (F33) IMCAP, ORCHARD GRASS (G3) IMCAP, OREGANO (F283) IMCAP, OXEYE DAISY (W7) IMCAP, OYSTER (F290) IMCAP, P. FREQUENTANS(M20 IMCAP, P. NOTATUM (M1) IMCAP, PACIFIC SQUID (F58 IMCAP, PAPAYA (F293) IMCAP, PAPER WASP (14) IMCAP, PARSLEY (F86) IMCAP, PASSION FRUIT (F29 IMCAP, PEA (F12) IMCAP, PEACH (F95) IMCAP, PEANUT (F13) IMCAP, PEAR (F94) **IMCAP, PECAN NUT (F201)** IMCAP, PERENNIAL RYE (G5) IMCAP, PERSIMMON (F301) IMCAP, PHOMA BETAE (M13) IMCAP, PINE (T213) IMCAP, PINE NUT (F253) IMCAP, PINEAPPLE (F210) IMCAP, PISTACHIO (F203) IMCAP, PLAICE (F254) IMCAP, PLUM (F255)

IMCAP, PON FEATHER(E215)





AVAILABLE IN-CLINIC AT ALL LOCATIONS

Test Name

IMCAP, POPPY SEED (F224)

IMCAP, PORK (F26)

IMCAP, POTATO (F35)

IMCAP, PRIVET (T210)

IMCAP, PUMPKIN (F225)

IMCAP, PUMPKIN SEED (F226

IMCAP, QUEEN PALM (T72)

IMCAP, R. NIGRICANS (M11)

IMCAP, RABBIT (F213)

IMCAP, RABBIT EPITH. (E82

IMCAP, RABBIT URINE (E211

IMCAP, RAPE WEED (W203)

IMCAP, RAT (E87)

IMCAP, RAT EPITH. (E73)

IMCAP, RED KIDNEY BEAN(F2

IMCAP, RED TOP GRASS (G9)

IMCAP, RG MARSH ELDER (W1

IMCAP, RICE (F9)

IMCAP, ROUGH PIGWEED (W14

IMCAP, RUSS. THISTLE (W11

IMCAP, RYE (F5)

IMCAP, S. BOTRYOSUM (M10)

IMCAP, SALMON (F41)

IMCAP, SARDINE/PILCHARD(F

IMCAP, SCALE (W15)

IMCAP, SCALLOPS (F338)

IMCAP, SEMINAL FLUID (070

IMCAP, SESAME SEED (F10)

IMCAP, SHEEP EPITH. (E81)

IMCAP, SHEEP SORREL (W18)

IMCAP, SHRIMP (F24)

IMCAP, SNAIL (F314)

IMCAP, SOYBEAN (F14)

IMCAP, SPINACH (F214)

IMCAP, SPRUCE (T201)

IMCAP, SQUID (F258)

IMCAP, STACHY(RGM24)IGE

IMCAP, STORAGE MITE (D71)

IMCAP, STRAWBERRY (F44)

IMCAP, SUGAR-BEET SEED(F2

IMCAP, SUNFLOWER (W204)

IMCAP, SUNFLOWER SEED (K8

IMCAP, SWEET GUM (T211)

IMCAP, SWINE EPITH. (E83)

IMCAP, SWORDFISH (F312)

Test Name

IMCAP, SYCAMORE (T11)

IMCAP, T. RUBRUM (M205)

IMCAP, T. VIRIDE (M15)

IMCAP, T.PUTRESCENTIAE(D7

IMCAP, TARRAGON (F272)

IMCAP, TEA (F222)

IMCAP, THYME (F273)

IMCAP, TIMOTHY GRASS (G6)

IMCAP, TOMATO (F25)

IMCAP, TROUT (F204)

IMCAP, TUNA (F40)

IMCAP, TURKEY FEATHER (E8

IMCAP, TURKEY MEAT (F284)

IMCAP, VANILLA (F234)

IMCAP, VELVET GRASS (G13)

IMCAP, VERNAL GRASS (G1)

IMCAP, WALL PELLITORY (W1

IMCAP, WALL PELLITORY (W2

IMCAP, WALNUT (F256)

IMCAP, WALNUT TREE (T10)

IMCAP, WEST. RAGWEED (W2)

IMCAP, WH-FACE HORNET (12

IMCAP, WHEAT (F4)

IMCAP, WHEY (F236)

IMCAP, WHITE ASH (T15)

IMCAP, WHITE BEAN (F15)

IMCAP, WHITE MULBERRY (T7

IMCAP, WHITE PINE (T16)

IMCAP, WILD RYE GRASS (G7

IMCAP, WILD SILK (K73)

IMCAP, WILLOW (T12)

IMCAP, WORMWOOD (W5)

IMCAP, YEAST (F45)

IMCAP, YELLOW HORNET (15)

IMCAP, YELLOW JACKET (13)

IMCAP, BALD CYPRESS (T37)

IMCAP, BAYBERRY (T56) IGE

IMCAP, DOG FENNEL IGE

IMCAP, RED CEDAR IGE

ISOCYANATE HDI (K77)

ISOCYANATE MDI (K76)

ISOCYANATE TDI (K75)

JACK FRUIT (F318)IGE LATEX (K82) IGE

LIMA BEAN IGE

Test Name

LUPIN SEED (F335)IGE

LYSOZYME (RK208) IGE

MACADAMIA NUT IGE

MEGRIM (F311) IGE

MILK SHEEP IGE

AMMIT (FORE) LOS

MINT (F332) IGE

MOTH IGE

OAK, VIRGINIA LIVE

PAPAIN IGE

PAPRIKA (F218) IGE

PEANUT (F13) W/REFL

PEPPERTREE IGE

PHTHALIC ANHYDRIDE

QUINOA IGE*

RABBIT SR PROT E206

RAPE SEED RF316 IGE

RAST, PENICILLIN G

RAST, PENICILLIN V

RAST, RASPBERRY

SARDINE PILCHARD 308

SOLE,IGE

STAPH ENTERO A IGE

STAPH ENTERO B IGE

STAPH ENTERO IGE

SUXAMETH (RC202)IGE

SWEET POTATO (F54)

T. TRITICI (M201)

TRICHOPHYTON MEN.IGE

TRIMET ANHYDRIDE K86

U.CHARTARUM (M204)

W HICKORY IGE

WALNUT F256 IGE W/RF

WATERMELON IG

YELLOW DOCK IGE

HEP B SUR AB QL(REFL)

HEP B SURF AB QL

LACTOSE, 5 SPEC 50G ANAEROBIC CULT. W/GS

PROLACTIN, 3 SPEC

AMMONIA (P)

ANTI-DSDNA AB, EIA

HIV1/2 AG/AB,4 W/RFL

HIV1/2 AG/AB,4 W/RFL CREATININE CLEARANCE





AVAILABLE IN-CLINIC AT ALL LOCATIONS

Test Name

GTT,6 SPECIMEN CORTISOL, 15 MIN CORTISOL, 30 MIN CORTISOL, 60 MIN CORTISOL, A.M. CORTISOL, BASELINE CORTISOL, P.M. CORTISOL, TOTAL IMMUNOGLOBULIN E LITHIUM LYME AB W/REFL BLOT S CL-70 SHBG TESTOS, FR, DIAL, TOTAL DHEA, LC/MS/MS ASO RHEUMATOID FACT, IGA RHEUMATOID FACT(IGM) LYME AB W/REFL IA GTT,7 SPECIMEN BILI, DIRECT, PEDI THYROGLOBULIN AB SurePath (REFL) PROLACTIN, 4 SPEC APOLIPOPROTEIN B CARDIO IQ(TM) APO B CULTURE, BLOOD **CULTURE, BLOOD NO. 2** CULTURE, BLOOD NO. 3 MAGNESIUM, RBC MICRONUTRIENT, MG, RBC VITAMIN D.1.25 **UBT COLLECTION** B2-GLYCO I(IGG) B2-GLYCO I(IGM) **OVA AND PARASITE B2-GLYCO I(IGA) FECAL LEUKOCYTE STN** CARDIOLIPIN IGA AB CARDIOLIPIN IGG AB CARDIOLIPIN IGM AB CCP AB IGG

C-PEPTIDE

PTH, INTACT & CALCIUM

SALM/SHIG, CULTURE

Test Name SJOGRENS AB (SS-B) SM ANTIBODY SM/RNP ABS SS A RO AB(IGG)EIA ANTI-DSDNA, RFX, TITER CHLAM/GC,RNA,TMA,THROAT CHLAMYDIA/N. GON RNA, TMA CHLAMYDIA/N. GON RNA, TMA CHLAMYDIA/N. GONORRHOEAE CT/GC RNA,TMA,UROGEN CT/NG RNA TMA W/REFL CT/NG RNA,TMA (REFL) CULT, FUNGUS (B) HSV 1/2 IGG TYPE SP INSULIN, 2 SPEC MITOCHONDRIAL W/REFL

PROLACTIN, 5 SPEC TROPONIN I SHIGA TOXINS E.COLI SJOGREN'S ANTIBODIES MICRONUTRIENT, ZINC, P ZINC (P) CULTURE, AEROB/ANAER AMH, FEMALE AMH, MALE COPPER MICRONUTRIENT, COPPER AFP, TUMOR (CHIRON) LAMOTRIGINE LIPO FRACT, ION MOB QUESTASSURED VIT D OUESTASSURED(TM),INF RHEUMATOID FACT(IGG) THYROGLOBULIN QT VIT D 250H LC/MS/MS PENICILLOLY G & V JO-1 ANTIBODY RIBOSOMAL P AB LYME DIS IGG/M **BLOT REFLEX LYME AB IA**

CALCIUM, IONIZED

SM & SM/RNP ABS

CORTISOL, 2 SPEC

OUESTASSURED VIT D

HBSAG CONFIRMATION

Test Name

M.GENITALIUM, PCR M.GENITALIUM, TMA TRICHMONAS VAG RNA TRICHOMONAS VAG RNA, QL TROPONIN T TROPONIN T (HS) COMPLEMENT C3C COMPLEMENT C4C **CULT, THROAT** CHROMATIN AUTO AB LD ISOENZYMES RNP ANTIBODY SODIUM W/O CREAT RAND UR **HAPTOGLOBIN** HPV GENO 16,18/45 **HPV GENO 16,18/45** HPV GENO 16,18/45,P **HPV MRNA E6/E7 RFLX** HPV MRNA E6/E7 W/RFL HPV MRNA E6/E7, POST HPV MRNAE6/E7, RECTAL HPV RNA HR E6/E7 TMA 17-OHP ROGEST .LC/MSMS INSULIN, 3 SPEC CA 125 **HPV GENO 16 AND 18** HPV HR HPV HR

BV DNA, ONT REAL-TIME PCR

EXHIBIT E: BUSINESS ASSOCIATE AGREEMENT

In accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 ("HIPAA") and the Health Information Technology For Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), Remedy Health shall, to the extent it acts in its capacity as a Business Associate to the Client, adhere to the applicable requirements established in the HIPAA Rules (as defined below) for Business Associates as set forth below.

1. Definitions:

Capitalized terms used, but not otherwise defined, in this Attachment shall have the same meaning as those terms as used or defined in the HIPAA Rules, including but not limited to the following terms: Breach, Data Aggregation, Designated Record Set, Individual, Minimum Necessary, Notice of Privacy Practices, Plan Administrator, Required By Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Workforce.

- A. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Attachment, shall mean Remedy Health.
- B. "HIPAA Rules" shall mean the requirements of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, implementing HIPAA and the HITECH Act, in each case only as of the applicable compliance date for such requirements.
- C. "Incident Response Team" shall mean the unit designated by Remedy Health that is responsible for investigating and responding to information privacy and security incidents and complaints.
- D. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- E. "Protected Health Information" ("PHI") and "Electronic Protected Health Information" ("EPHI"). PHI and EPHI shall have the same meaning as such terms as defined in 45 CFR 160.103 but limited to such information created or received by Remedy Health in its capacity as a Business Associate (and not a pharmacy or other health care provider) of Client.
- F. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR parts 160 and 164, subpart C.

2. Obligations and Activities of Business Associate:

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by the Agreement or this Attachment, or as permitted or Required By Law.
- B. Business Associate agrees to use appropriate safeguards to protect against any use or disclosure of PHI not provided for herein and to comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to EPHI. Without limiting the foregoing, Business Associate

agrees to implement appropriate administrative, physical, and technical safeguards designed to prevent the unauthorized use and disclosure of PHI, and to protect the confidentiality, integrity, and availability of EPHI, including maintaining an Incident Response Team to investigate and respond to unauthorized uses and disclosures of PHI upon learning thereof, as required by 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended from time to time.

- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Attachment.
- D. Business Associate agrees to report to Client, within ten (10) business days of discovery by the Incident Response Team any unauthorized disclosure of the PHI arising from a Security Incident, and otherwise not provided for by the Agreement or permitted under the HIPAA Rules.
- E. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308(b)(2) Business Associate agrees to require that any Subcontractor to whom it delegates any function or activity it has undertaken to perform on behalf of Client, and whom it provides PHI received from or created on behalf of Client, agrees to substantially the same restrictions and conditions on the use or disclosure of PHI as apply through this Business Associate Agreement through a Business Associate Agreement between such Subcontractor and Business Associate.
- F. Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to provide to Client such PHI maintained by Business Associate in a Designated Record Set as required for Client to respond to a request for access under 45 CFR 164.524.
- G. Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to make available PHI maintained by it in a Designated Record Set, and to make amendments to such PHI, in order for Client to respond to a request for amendment under 45 CFR 164.526.
- H. Business Associate agrees to document such disclosures of PHI made by it, and information related to such disclosures, as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI under 45 CFR 164.528.
- I. Upon written request by Client, and in a reasonable time and manner, Business Associate agrees to provide to Client information collected in accordance with Paragraph I of this Section 2 for Client to provide an accounting under 45 CFR 164.528.
- J. To the extent Client specifically delegates to Business Associate one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).
- K. Following the discovery by Business Associate of any Breach of Unsecured PHI by Business Associate or its Subcontractors, Business Associate agrees to notify Client of such Breach without unreasonable delay, but no later than within five (5) business days after the Incident Response Team is notified of the Breach. Such notification shall include, to the extent available, the identity of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during

the Breach. At the time of notification or promptly thereafter as such information becomes available, Business Associate shall also provide Client with such other available information as is required for Client to notify an Individual of the Breach as required by 45 CFR 164.404(c). Business Associate agrees that to the extent the Breach is solely as a result of Business Associate's negligent acts or omissions, Business Associate shall provide the notifications required under 45 CFR 164.404, 45 CFR 164.406 and 164.408(b). Notwithstanding the above, if a law enforcement official provides Business Associate with a statement that the notification required under this paragraph would impede a criminal investigation or cause damage to national security, Business Associate may delay the notification for the period of time set forth in the statement as permitted under 45 CFR 164.412.

3. Permitted Uses and Disclosures by Business Associate:

- A. Business Associate may use or disclose PHI to perform functions, activities and services for or on behalf of, Client as provided in the Business Associate Agreement. Such uses and disclosures shall be limited to those that would not violate the Privacy Rule if done by Client except that Business Associate may use and disclose PHI:
- (i) for the proper management and administration of the Business Associate or to carry out its legal responsibilities; provided that, in the case of any disclosures for either of these purposes, the disclosure is Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
- (ii) to provide Data Aggregation services to Client and/or Plan Administrator as permitted by 45 CFR 164.504(e)(2)(i)(B);
- B. Business Associate may also use and disclose PHI: (i) to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c); (ii) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information or limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1); and (iv) as authorized in writing by Client.
- C. Business Associate agrees to request, use, and disclose PHI in compliance with the Minimum Necessary standard of the HIPAA Rule.

4. Obligations of Client:

A. Client shall provide PHI to Business Associate in compliance with the Minimum Necessary standard of the Privacy Rule. Client shall not ask or require Business Associate to use or disclose PHI in a manner in which Client could not do as a Covered Entity except as permitted by 45 CFR 164.504(e) to perform Data Aggregation services.

- B. Client represents and warrants that its Notice of Privacy Practices complies with 45 C.F.R. 164.520 and permits Client to use and disclose PHI in the manner that Business Associate is authorized to use and disclose PHI under this Attachment.
- C. To the extent that the Client honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a), Client agrees not to provide such PHI to Business Associate unless Client notifies Business Associate of the restriction and Business Associate advises Client that it is able to accommodate the restriction. Client agrees to reimburse Business Associate for any increase in costs required to accommodate such restriction.
- D. Client shall be responsible for using administrative, physical, and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate in accordance with the standards and requirements of the HIPAA Rules, until such PHI is received by Business Associate.
- E. Client shall obtain any consent or authorization that may be required by applicable federal or state laws in order for Business Associate to provide its services under the Agreement.
- F. Client shall provide to Business Associate a written list of the names of those individuals in its Workforce that are authorized to receive or access PHI on its behalf, and to provide reasonable prior written notice to Business Associate of any changes to such list.

5. Miscellaneous:

- A. Regulatory References. A reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended, and as of its applicable compliance date.
- B. Changes to this Attachment. The Parties agree to negotiate in good faith to amend this Attachment or the Agreement as necessary to comply with any changes in the HIPAA Rules. If, within sixty (60) business days after Business Associate receives a proposed amendment for this purpose from Client, the Parties are unable in good faith to reach agreement on its terms, either Party may terminate the Agreement and this Attachment by written notice to the other.
- C. Interpretation. Any ambiguity in this Attachment shall be resolved to permit the Parties to comply with the HIPAA Rules.





Agenda Item 11.
October 6, 2025
Prepared by
Caitlyn Kraemer, Managing Director at the Center
and Tim Sherrick, Council Member and Member of
the Bartlesville Community Center Trust Authority

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to allocate funds for the necessary maintenance and replacement of the Bartlesville Community Center's two (2) domestic hot water heaters, along with a 5-year service on our two (2) Viessmann Boilers used for heating the building.

Attachments: Photos of boiler and domestic hot water heaters and copper pipes.

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Community Center Trust Authority respectfully requests a one-time appropriation from the City of Bartlesville to fund critical maintenance. The requested funds will be used to cover the costs of necessary service and replacement of the building's domestic hot water heaters and the replacement of associated plumbing.

For 44 years, the Bartlesville Community Center has been a cornerstone of our city, serving generations from nine to ninety and enhancing the quality of life for those who live, work, and play here. The Center is a vital asset for the Bartlesville Regional Chamber of Commerce and the Bartlesville Development Authority, providing a state-of-the-art facility, and programming that helps attract new businesses and talent to our community.

The funds are urgently needed to upgrade and replace domestic hot water heaters as we head into the busiest season at The Center. This time of year, our stage is home to many performances by our beloved local arts groups as well as professional Broadway tours. These events bring in individuals from the surrounding area to see the performances, eat in Bartlesville restaurants, stay in Bartlesville hotels, and shop in Bartlesville businesses.

This funding is essential to ensure the Center can continue to operate safely through this winter and effectively for decades to come.

III. BUDGET IMPACT

Requested amount to be allocated - \$50,000.

The cost of servicing the 2 Viessmann boilers is \$8000.

The cost of parts is \$25,000 (two domestic hot water heaters, pumps, and copper piping).

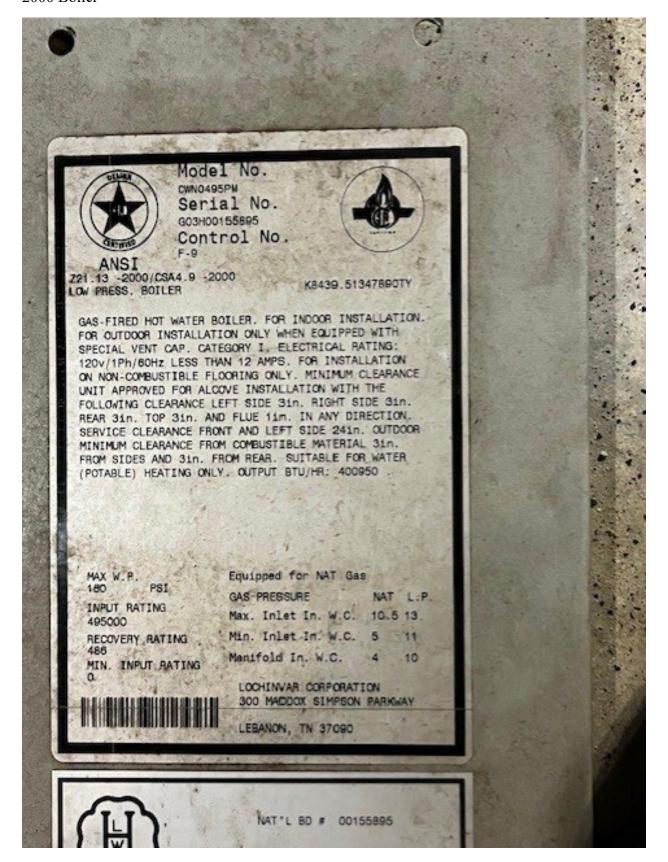
The cost of labor for repair and replacement of the domestic hot water heaters, pumps, and copper piping is \$15,000.

To cover any unforeseen incidental expenses related to this repair and maintenance project, \$2000.

This would be a net-zero expense for the City of Bartlesville. The funds have already been approved in the current 2025-2026 City of Bartlesville budget. This request is to authorize the use of these pre-approved funds for these specific, critical projects. No new or additional tax dollars are being requested.

IV. RECOMMENDED ACTION

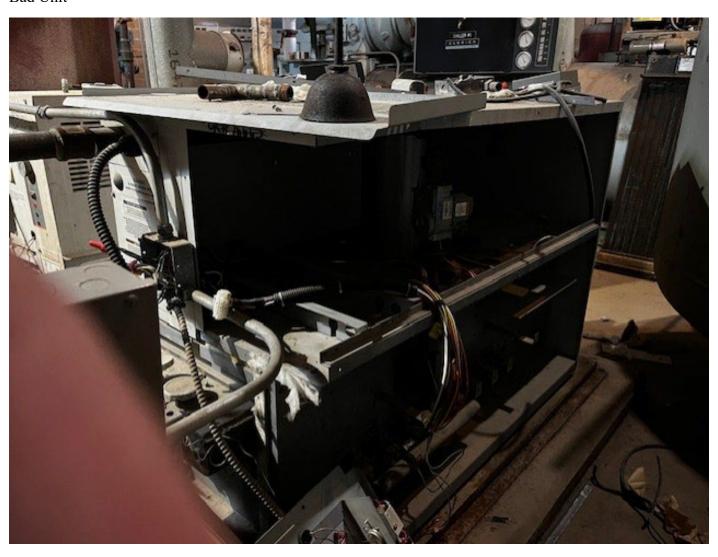
On behalf of the Community Center Trust Authority, we recommend approval of the allocation of funding for these projects at the next City Council Meeting.



Air Compressor that runs HVAC



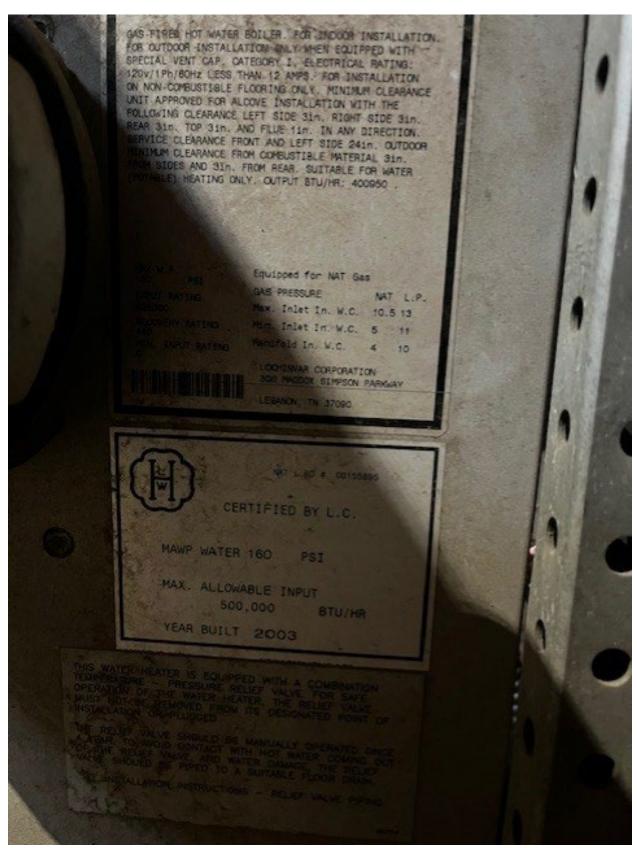
Bad Unit



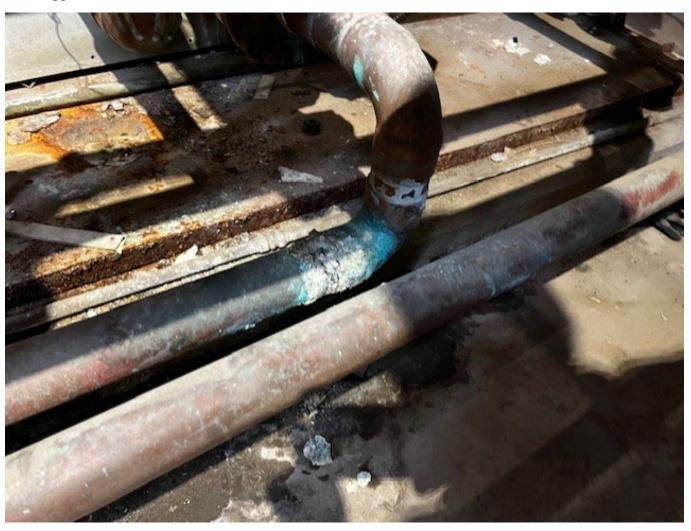
Copper Pipes that need to be replaced



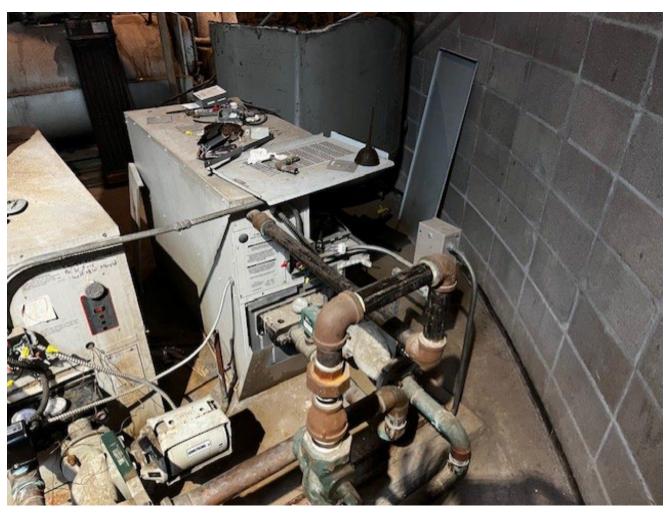
Manufactured in 2003 - Installed in 2004



Bad Copper Elbow



The one on the right needs to be replaced.





I. SUBJECT, ATTACHMENTS, AND BACKGROUND

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

Attachments: Contract for Services between the City of Bartlesville and GRAND Mental Health.

II. STAFF COMMENTS AND ANALYSIS

The City's acceptance of the FY 2024 Opioid Abatement Grant from the State of Oklahoma in August of 2024 was for a two-year period. Funding from this grant was to be used by the City to carry out the RSS Outreach Program. This program provides two certified peer recovery support specialists from GRAND to work with the Police Department's existing Crisis Intervention Response Team (CIRT) and the Parks and Pathfinder Program. These two team members assist with outreach services to create a pathway from homelessness to treatment to housing for Bartlesville individuals experiencing homelessness, opioid addiction, and at risk for unintentional overdose, particularly those who have set up encampments along Pathfinder Parkway.

Outreach services provided by GRAND in the first year of this program include immediate access to its Urgent Recovery Centers and Addiction Recovery Center for treatment, and housing navigation services and rental support when they discharge from residential inpatient treatment and step-down into outpatient and other recovery services. Attached is a report highlighting the success of this outreach program in FY 2025.

Also attached is a contract for services which renews the existing agreement with GRAND Mental Health to carry out the RSS Outreach Program for the second year.

III. BUDGET IMPACT

There is no impact to the City's current budget. The contract amount is \$120,000 for FY 2026. Funding for the continuation of this program is budgeted in the Opioid Abatement Fund of the FY 2026 City Budget.

IV. RECOMMENDED ACTION

City staff recommends renewal of a Contract for Services with GRAND Mental Health to continue the RSS Outreach Program for FY 2026.

RSS Outreach Program – Yearly Update

RSS = Recovery Support Specialist

Introduction

The RSS Outreach Program, which began in early 2025, has grown into a vital community resource built upon strong partnerships, consistent follow-up, and effective service delivery. From its foundation early this year and with the help of Grand Mental Health, the program has expanded steadily, providing invaluable support to the City of Bartlesville by addressing community needs, assisting law enforcement, and building strong relationships with vulnerable populations.

Their efforts have directly reduced law enforcement calls for service, connected individuals to housing and treatment, and provided consistent follow-up to ensure long-term success.

Key Highlights – Why RSS is Important

- Strong Community Rapport: RSS has built trust with both unsheltered individuals and service providers, creating pathways to long-term solutions.
- Basic Needs Support: By providing snacks, drinks, and resources, they meet immediate community needs while opening doors for deeper engagement.
- Public Safety Partnership: RSS assists law enforcement by reducing repeat calls for service, and helping coordinate responses.
- Reduced Burden on Police: By handling outreach contacts, RSS reduces the number of non-criminal calls requiring law enforcement response.
- Recovery and Housing Success: RSS plays a critical role in connecting individuals to treatment, housing, medical services, and long-term recovery supports.

February 2025 – Monthly Report

RSS Outreach Efforts:

- 40 community contacts made
- 27 daily follow-ups
- 5 new client contacts
- 2 clients moved out of the city
- 3 re-established with Grand Services
- All homeless relocated from Pathfinder; cleanup support provided
- Ongoing monitoring of a sex offender

Follow-Up Engagements:

- PD follow-ups: 45 (12 weekly, 4 biweekly, plus ongoing daily)
- Homeless follow-ups: 184 (8-12 people daily)
- Jail contacts for Rehab Resources: 3
- Homeless clients linked to Rehab Resources: 5

July 2025 – Monthly Report

Community Contacts: 104 successful engagements

- 19 at Agape Mission
- 34 at local parks
- 2 on Pathfinder
- 12 street outreach
- 12 in other locations

Notable Achievements:

- No law enforcement support required reduced LE burden
- 16 individuals received opiate education, harm reduction tools, and Narcan
- Assisted clients with IDs, employment/benefits, transportation, housing applications, landlord coordination, and move-in support
- Helped residents access SNAP and food resources to reduce grocery theft

August 2025 – Monthly Report

Community Contacts: 121 successful engagements

- 10 at Agape Mission
- 53 at local parks
- 1 on Pathfinder
- 32 during street outreach
- 22 other locations

Impact on Public Safety:

Only 1 incident required law enforcement support – significant reduction in calls for service

Ongoing Services:

• 24 individuals received opiate education, Narcan, and harm reduction support

Key Successes:

- 2 individuals placed in residential substance use treatment
- 2 individuals housed and transitioned from unsheltered homelessness
- 2 more connected to outpatient services
- Coordination with jail team to reduce recidivism
- Assisted clients with IDs, housing, medical, and dental providers
- Working with Grand Housing team on new grant funding

Annual Impact Summary (February – August 2025)

- 265+ Successful Contacts (40 in Feb, 104 in July, 121 in Aug)
- 445+ Homeless Follow-Ups (184 in Feb, plus continued engagement in July/Aug)
- 39 Individuals Provided with Opiate Education & Narcan (16 in July, 24 in Aug)
- Housing Successes: Multiple individuals placed in stable housing, assisted with move-in, and provided ongoing support
- Treatment Connections: Several clients connected to residential or outpatient services
- Reduced Law Enforcement Involvement: Only 1 LE response needed in July-Aug combined

Conclusion

Since its launch in early 2025, the RSS Outreach Program has evolved into an essential partner for the City of Bartlesville. The team is not only meeting immediate community needs but also addressing long-term solutions to homelessness, substance use, and public safety. Their consistent follow-up, strong rapport, and ability to reduce the burden on police services demonstrate the program's lasting value.

Recommendation: Continue funding and support for (2) recovery support specialists to maintain these vital services and expand their capacity to reach more individuals in need.

CONTRACT FOR SERVICES

This agreement, including any incorporated documents and appendices ("Agreement"), is made between CITY of Bartlesville ("CITY") and GRAND Mental Health ("GRAND") (collectively "the Parties").

WHEREAS, on August 19, 2024 the Oklahoma Opioid Abatement Board awarded CITY an opioid abatement grant award for a two year period pursuant to the provisions of the Political Subdivisions Opioid Abatement Grants Act ("Act"),

WHEREAS, CITY has executed an Opioid Abatement Grant Award Agreement,

WHEREAS, CITY has determined that it is in the best interests of the City of Bartlesville to employ GRAND to accomplish the projects approved by the Board,

WHEREAS, CITY desires GRAND to perform such services,

GRAND agrees to carry out the opioid abatement project or projects approved by the CITY on August 19, 2024 (the "Project") in good faith and to abide by all terms and conditions of this Agreement.

1. AVAILABILITY AND USE OF FUNDS

- a. Funds are distributed by CITY to GRAND, who shall be responsible for the payment of all expenses incurred by GRAND and any subrecipient/subcontractor/partner in performing under this Agreement. Funding is made to available to GRAND only as authorized by the Act and the terms of this Agreement. Unless otherwise provided in this Agreement, funds shall not be expended for expenses incurred prior to, or after, the term of this Agreement. GRAND shall only use funds awarded for Project approved purposes, which are those specified in the GRAND's application for Grant funds (the "Application").
- b. GRAND understands and agrees that the funds disbursed under this award may only be used in compliance with Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant.
- c. GRAND must have and maintain institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project(s). By signing this Grant contract, GRAND affirms that it is capable to plan, manage, and complete the Project(s).
- d. Funds made available through the Oklahoma Opioid Abatement Revolving Fund shall be used to supplement, and not supplant, other federal, state, and local funds. The supplement, not supplant, requirement ensures that Grant funds are expended to benefit the intended population defined in the Application, rather than being used

to cover expenses that the GRAND would have paid out of other funds if Grant funds were not available.

e. GRAND must not use staff, equipment, or other goods or services paid for with Grant funds for any work or activities not described in the Application without prior written approval from the CITY.

2. TERM OF AGREEMENT

- a. This Agreement is effective from July 1, 2025 to June 30, 2026.
- b. If the funds are not fully spent by the expiration or earlier termination of this Agreement, GRAND shall return all unencumbered funds to CITY, unless the CITY, in writing, grants an extension.

3. PERIOD OF PERFORMANCE

GRAND may only charge to the award allowable costs incurred during the period of performance, which is defined to commence on the Effective Date and conclude at 12:00 a.m. on June 30, 2026. Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as GRAND remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

4. ORDER OF PRIORITY

- a. Agreement documents shall be read to be consistent and complementary. Any conflict among the Agreement documents shall be resolved by giving priority to Agreement documents in the following order of precedence:
 - i. any Addendum.
 - ii. the terms contained in this Agreement Document.
 - iii. Award Notice
 - iv. any applicable Request for Proposal.
 - v. any successful grant application as may be amended through negotiation and to the extent the application does not otherwise conflict with the Solicitation or applicable law.
 - vi. any statement of work, work order, or other similar ordering document as applicable; and
 - vii. other mutually agreed Agreement documents.
- b. If there is a conflict between the terms contained in this Agreement document or in Agreement-specific terms and an agreement provided by or on behalf of GRAND including but not limited to linked or supplemental documents which alter or diminish the rights of the OAB, the conflicting terms provided by GRAND shall

- not take priority over this Agreement. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- c. Any Agreement document shall be legibly written in ink or typed. All Agreement transactions, and any Agreement document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

5. <u>CITY PERFORMANCE</u>

In exchange for services provided, and in accordance with the terms of the Grant Agreement, CITY will provide funding for the Projects up to the total amount detailed in the Statement of Work and Budget attached to this Agreement as Appendix "A."

6. GRAND PERFORMANCE

- a. GRAND agrees to perform those duties, obligations and representations contained in this Agreement and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to CITY.
- b. In no event shall any subcontractor of GRAND incur any obligation on the part of CITY or beyond the terms of this Agreement.
- c. GRAND shall commence implementation of the project described this Agreement within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by CITY.
- d. GRAND agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Opioid Grant Award or assessing compliance with the Grant requirements.
- e. Prior to being restored to good standing with the Board (i.e., removed from suspension), GRAND shall repay the Board for any expenditures for nonapproved purposes. Repayment shall be made within thirty (30) calendar days of the OAB sending written demand to GRAND.
- f. GRAND agrees to take appropriate measures to prevent any instance of abuse, neglect and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of GRAND found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.
- g. For services rendered with funds provided under this Agreement, GRAND shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person's ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said

person must be notified, in a reasonable manner, of this provision. GRAND shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services. To the extent any housing or facility programming or services are authorized under this Agreement, such program and services shall provide room, food, bathing and laundry facilities. Furthermore, such programs shall provide and maintain basic food items available for daily breakfast, lunch, dinner, and snacks.

h. GRAND has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.

7. ASSIGNMENT AND PERMITTED SUBGRAND

- a. GRAND's obligations under the Agreement may not be assigned or transferred to any other person or entity without the prior written consent of CITY. Any delegation or assignment of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable Grant terms, conditions and assurances. Any such delegation notwithstanding, GRAND acknowledges that it has ultimate responsibility for compliance with all terms, conditions, and assurance of the Grant.
- b. If GRAND is permitted to utilize a subcontractor in support of the Agreement, GRAND shall remain solely responsible for its obligations under the terms of the Agreement, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to any subcontractors being utilized by GRAND, GRAND shall obtain written approval of CITY of such subcontractors and each employee, as applicable to a particular Acquisition, of such subcontractors proposed for use by GRAND. Such approval is within the sole discretion of CITY. Any proposed subcontractors shall be identified by entity name, and by employee name, if required by the acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, GRAND shall provide a copy of a written agreement executed by GRAND and subcontractors setting forth that such subcontractors are bound by and agree, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as GRAND under the terms of all applicable Agreement Documents. GRAND agrees that maintaining such agreement with any subcontractors and obtaining prior written approval by CITY of any subcontractors and associated employees shall be a continuing obligation. CITY further reserves the right to revoke approval of a subcontractors or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Further, if an assignment or transfer is approved, GRAND shall be liable for any act or omission of the subcontractor, including any act or omission that constitutes a breach of this Agreement.

8. CERTIFICATIONS BY GRAND

GRAND expressly agrees to be solely responsible to ensure that the use of monies received under this Agreement complies with all federal, State and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.

9. NO-CONFLICT COVENANT

GRAND covenants that no officers or employees of GRAND have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this Agreement. GRAND further covenants that no employee of CITY received anything of value in connection to this Agreement. GRAND further understands and agrees that it must maintain a conflict of interest policy consistent with Oklahoma laws and regulations and that such policy is applicable to each activity funded under the Grant. GRAND and any subrecipients must disclose in writing to the OAB any potential conflict of interest affecting the grant or award of funds. Further, if GRAND has an obligation under the Agreement, any plan, preparation, or engagement in any such activity or interest shall not occur without prior written approval of CITY. Any conflict of interest shall, at the sole discretion of CITY, be grounds for partial or whole termination of the Agreement. In determining whether a conflict of interest exists, CITY will rely on Okla. Ethics R. 4.7.

10. NON-COLLUSION

- a. CITY and GRAND certify that neither has been a party to any collusion among applicants to the Opioid Grant Award, collusion with any municipal official or employee in the awarding of this grant, or in any discussions with any applicants or municipal officials concerning the exchange of anything of value for special consideration in awarding this grant.
- b. GRAND has not paid, given or donated or agreed to pay, give, loan or donate to any officer or employee of CITY any money or other thing of value, directly or indirectly, in the procuring of this Agreement.
- c. No person who has been involved in any manner in the development of this Agreement while employed by CITY will be employed to fulfill any of the services provided for under this Agreement.

11. PUBLICATIONS AND OTHER MATERIALS

a. Any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish, disclose, distribute and otherwise use any reports, data or other materials prepared under this Agreement.

b. Any publication produced with funds from the Grant must display the following language: "This project is being supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board."

12. PROCUREMENT

GRAND agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with grant funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

13. RECORDS, REPORTS, AND DOCUMENTATION

a. Section 7 of the Act also requires that Board to maintain oversight over the expenditure of award proceeds. Therefore, all recipients of opioid grant proceeds are required to file quarterly reports with the Board by filing them with the Office of the Attorney General. Quarterly reports are due by the last day of the month immediately following the conclusion of a quarter, as provided in the table below. Quarters run by calendar year. Further, GRAND agrees to comply with any reporting obligations established by the Oklahoma Office of the Attorney General and Oklahoma Opioid Abatement Board as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of GRAND making regular and special reports regarding the activities of GRAND, as related to the Grant, as CITY may deem needful and proper for the exercise of its duties and functions.

Quarter	Report due
First Quarter (January 1 – March 31)	April 30
Second Quarter (April 1 – June 30)	July 31
Third Quarter (July 1 – September 30)	October 31
Fourth Quarter (October 1 – December 31)	January 31

- b. The first report shall be due October 31, 2025. The report shall be consistent with the Board's rules. The reporting period shall commence on the date of the receipt of funds. The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under subsection "i," above;
 - iii. The remaining balance of the funds provided under this Agreement;
 - iv. An explanation of measurement and evaluation tools used to track progress and results:
 - v. An explanation of any observed change in opioid rates or trends because of this project;

- vi. Programmatic performance measures; and
- vii. A brief narrative of the results, successes, and other observations from this reporting period.

The method for reporting to the OAB is subject to change during a grant cycle and may include the usage of an online software platform.

- c. As used in this Agreement and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- d. GRAND shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this grant for seven (7) years after final payment. GRAND shall make these records available to CITY upon request. All records must properly account for all project funds and activities associated with the grant.
- e. GRAND shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement.
- f. Receipt acknowledges and agrees that it will comply with CITY, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant Award. Upon notice, which may be short, CITY, the State Auditor's Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the project funds for purpose of audit and examination, at GRAND's premises during normal business hours and GRAND agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, GRAND agrees to retain these records for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.
- g. GRAND shall provide any status updates during the term of this Agreement to CITY upon request.
- h. GRAND hereby agrees to comply with all reporting and auditing requirements related to this grant, including funds and activities associated therewith, and including requirements that stem from the source of the funds, regardless of whether derived from litigation.
- i. GRAND agrees to forward a copy to the OAB of the GRAND's audited financial statements for the fiscal year that covers the grant award. Such information shall be

forward to the OAB within thirty (30) calendar days of GRAND's receipt of the information.

14. <u>BACKGROUND CHECKS AND CRIMINAL HISTORY INVESTIGATIONS</u>

a. Prior to the commencement of any services, GRAND shall obtain a national criminal history background checks and criminal history investigations of GRAND's employees and subcontractors who will be providing services. In no instance shall a potential employee or subcontractor have access to facilities, data and information prior to completion of background verification acceptable to GRAND.

15. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

a. In addition to the laws, regulations and requirements set forth herein, GRAND agrees to comply with the requirements of Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant. GRAND also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto, and GRAND shall provide for compliance by other parties in any agreements it enters with other parties relating to this award. In addition to any requirements imposed in this Agreement, including those in Section 10, to the extent GRAND has subcontracted, assigned or otherwise transferred any of its rights or obligations under this Agreement, GRAND shall require the party assuming the rights or obligations to comply with all applicable statutes, regulations, guidance, and ordinances.

b. Non-Discrimination

By submitting their proposals, GRAND certifies to OAB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. GRAND shall not discriminate against any GRAND of goods, services, or disbursements made pursuant to the Agreement on the basis of GRAND's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If GRAND is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

c. GRAND will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

d. GRAND will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

e. Immigration Reform and Control Act of 1986

By submitting their proposals, GRAND certifies that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

f. Debarment Status

By submitting their proposals, GRAND certifies that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

- g. GRAND shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.
- h. GRAND agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State of Oklahoma or CITY, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State and CITY.

i. Litigation and claims.

GRAND represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to GRAND and Recipient is not aware of any other litigation, claim, or threat thereof.

16. REMEDIAL ACTIONS

In the event of recipient's noncompliance with this Agreement, the Grant, use of funds, applicable laws and regulations, or any term or condition, GRAND consents and agrees OAB may impose additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.

17. FALSE STATEMENTS

GRAND understands that knowingly making a false statement or claims in connection with this Grant and as a part of any State investigation is a violation of law and may result in criminal or other sanctions, including fines, imprisonment, damages, and penalties.

18. <u>INDEMNIFICATION</u>

a. Acts or Omissions.

The Parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The CITY shall not be responsible for the acts and omissions to act of GRAND or any of GRAND's sub-agreement or vendors.

GRAND shall defend and indemnify the CITY, its officers, directors, agents, employees, representatives, GRANDs, assignees and designees thereof (the "Indemnified Parties"), as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of GRAND or its agents, employees, or subcontractors in the execution or performance of the Contract.

b. Limitations of Liability

With respect to any claim or cause of action arising under or related to the Contract, the CITY shall not be liable to GRAND for lost profits, lost revenue, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by GRAND or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of GRAND or its employees, agents, or subcontractors.

19. DISCLAIMER

The CITY expressly disclaims all responsibility or liability to GRAND or third persons for the actions or omissions of GRAND or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the Grant or any other

losses resulting in any way from the performance of the Grant or any contract, or subcontract under the Grant.

20. MODIFICATION OR AMENDMENT

- a. This Agreement is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by the CITY or jointly by the Parties. Any change to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by GRAND, is a material breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Agreement modification, shall be void and without effect and GRAND shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.
- b. Revisions to the Agreement must be approved in writing in advance by the CITY.
- c. A waiver by the CITY to any provision in this Agreement must be signed and in writing by the CITY.

21. CLOSING OUT OF AGREEMENT

- a. At the conclusion of the Period of Performance or termination, as applicable, GRAND shall promptly return to CITY any funds received under this Agreement that are not expended for the agreed purposes under this Agreement. At the conclusion of the Period of Performance or termination, as applicable, GRAND shall submit any closeout documents showing proof of completion of the terms of this Agreement to CITY.
- b. GRAND agrees to provide any additional information required by CITY after the expiration or termination of this Agreement, as applicable, for the purpose of showing completion and results of the project.

22. <u>RELATIONSHIP OF THE PARTIES</u>

In the performance of all services rendered under this Agreement, GRAND shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Parties.

23. <u>INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW</u>

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Washington County, Oklahoma.

24. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties. Provided, however, any termination of the Agreement does not dissolve any waiver of liability signed by GRAND to receive the Grant funds.
- b. The State may terminate the Agreement, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, GRAND will be provided at least thirty (30) days written notice. Any partial termination of the Agreement shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement that remain in effect. Upon receipt of notice of such termination, GRAND shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice.
- c. This Agreement may be terminated or suspended by State in whole or in part, for cause, after notice and an opportunity for GRAND to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. GRAND fails to commence implementation of the terms of this Agreement within 60 days or as otherwise agreed in writing.
 - ii. GRAND fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.
 - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. GRAND has submitted incorrect or incomplete documentation pertaining to this Agreement.
- d. In the event of termination or suspension, GRAND shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of

termination or suspension. Provided, termination of the Agreement shall not relieve GRAND of liability for claims arising under the Agreement.

25. SEVERABILITY

If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement that can be given effect.

26. POINT OF CONTACT

Correspondence and contact to CITY shall be made through the primary and secondary contact persons listed below:

Mike Bailey CITY Manager 918-338-4282 mlbailey@CITYofbartlesville.org

Kevin Ikleberry Chief of Police 918-338-4050 krickleb@CITYofbartlesville.org

Correspondence and contact to GRAND shall be made through the following contact person(s) listed below:

Nicholas Allgood Chief Officer of Crisis Services 918-418-7555 nallgood@GrandMH.com

27. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

Agreed to the 6th day of October, 2025.

For City of Bartlesville:
James Curd, Mayor, CITY of Bartlesville
For GRAND Mental Health:
Nicholas Allgood, Chief Officer of Crisis Services

EXHIBIT A

		POLITICAL SUBDIVI	SION OPIOID A	POLITICAL SUBDIVISION OPIOID ABATEMENT GRANT AWARD	Q
		PROJ	PROJECT IMPLEMENTATION PLAN	ITATION PLAN	
Using the table below, ou identify the resp	tline the individu Jonsible person o	al activities associated with yo r partnership for each activity,	ur proposed project. detail the costs assoc	Your implementation plan will clearly siated with each activity, establish time	Using the table below, outline the individual activities associated with your proposed project. Your implementation plan will clearly define the objectives of your project narrative, identify the responsible person or partnership for each activity, detail the costs associated with each activity, establish timeframes, and specify expected results.
Name of Organization:	City of Bartles	City of Bartlesville, Bartlesville Police Department	ment		
Contact Name: Beth A Gray Project Proposal Description:		Email: eagray@cityofbartlesville.org	lle.org	Phone #: 918.338.4001	
Objective 1: (The direct, measurable resu	neasurable resu	It you wish to achieve) -			
Activity	Timeframe	Responsible Staff or Partnership Organization	Financial Projection	Approved Purpose	Proposed Measures
How the project will be put into action to achieve the objective (you may enter more than one activity line per objective)	Start and end dates foreach specified activity	Subdivision staff or partnership organization who will be implementing each activity	Amount or percentage of grant funding that will be used for each activity	Choose the approved purpose for each activity from the drop down list	How the success of the project will be assessed in reaching the objective and the number of people expected to be served by approved purpose
Hire 2 SUD co-responder (outreach team		GRAND Mental Health Center		h. provide programs or services to connect individuals with opioid use, abuse or disorder, or who are at risk of developing opioid use disorder,	1) Decrease opiod related homelessness in the City of Bartlesville by 25%;
member) to implement the services.	8/ 31/ 2024	James Warring	00.188,88¢	co-occurring substance use disorder and mental health issues, with treatment and counseling programs	2) Find appropriate treatment options for 90% of the individuals willing to recieve treatment;
				and services,	3) Make a minimum of 35 contacts per week with individuals that are living unhoused and using
Complete Therapuetic Options Training and additional onboarding	9/30/2024	GRAND Mental Health and Bartlesville Police Department	In-Kind from GRAND	s. fund training relative to any approved purpose,	illicit substances; 4) Demonstrated increase in community
Development and Implement tools and policies for required reporting	9/30/2024	GRAND Mental Health	\$1,001.00	 b. develop, promote and provide evidence-based opioid use prevention strategies, 	knowledge, skills, be haviors as measured by program effectiveness like decreased police contact; 5) 100% of the \$120,000.00 budget is allocated to
Identify and place individuals in supported recovery Housing	10/15/24 - 03/31/2025	GRAND Mental Health	\$20,108.00	g. support individuals in treatment and recovery from opioid use, abuse and disorder,	activities for an approved purpose.
			\$120,000.00		



Agenda Item <u>13.</u>
October 06, 2025
Prepared by Larry R. Curtis, Director
Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Acceptance of the Keep Bartlesville Beautiful: Annual Update 2025 to City Council Report. Keep Bartlesville Beautiful (KBB) is a citizen-led committee established in 2024 to enhance the city's gateways, corridors, medians, and green spaces. Over the past year, KBB has partnered with organizations like Phillips 66, Up with Trees, and Lighthouse to deliver projects such as new tree plantings, revitalized downtown planters, wildflower installations, and public art initiatives. The committee has leveraged grants and donations to extend its impact beyond the City's \$20,000 annual allocation, while also planning long-range efforts including expanded bench replacement, mural projects, and commemorative beautification for the nation's 250th anniversary in 2026.

- Attachments: (1) Keep Bartlesville Beautiful Annual Update 2025

II. STAFF COMMENTS AND ANALYSIS

Keep Bartlesville Beautiful (KBB) has demonstrated strong progress in its first full year of operations. The committee has effectively leveraged the City's annual \$20,000 allocation by securing additional grants, donations, and volunteer support, multiplying the impact of City resources. Partnerships with Phillips 66, Up with Trees, Lighthouse, and others have produced visible results, including tree planting at key gateways, improvements to downtown planters, and community engagement through art and native plant initiatives.

While regulatory delays (ODOT approvals) and ongoing maintenance needs (irrigation and planter conditions) remain challenges, KBB has shown adaptability by adjusting project scopes and prioritizing practical solutions. The committee's forward-looking goals—such as expanded bench replacement, glow path lighting, and commemorative beautification for 2026—align with broader City objectives for livability, economic vitality, and community pride. Staff finds that KBB is providing measurable value, strengthening public-private partnerships, and fostering civic engagement, and recommends continued Council support for this initiative

III. RECOMMENDED ACTION

Accept the Keep Bartlesville Beautiful: Annual Update 2025 to City Council Report.

Report to City Council on Keep Bartlesville Beautiful

I. Introduction

Keep Bartlesville Beautiful (KBB) is a citizen-led committee dedicated to enhancing the city's visual appeal, strengthening community pride, and fostering volunteer engagement through beautification projects. Guided by the belief that attractive public spaces contribute to Bartlesville's livability and economic vitality, KBB works to transform gateways, corridors, medians, and green spaces into areas that reflect the city's character and hospitality.

KBB was formally established in 2024 to build on ongoing community efforts and to provide a structured, City-supported approach to beautification. Since its inception, the committee has taken on the responsibility of identifying, prioritizing, and implementing projects that make Bartlesville a more welcoming place to live, work, and visit.

The committee is composed of community volunteers who bring diverse expertise and interests to the table. Officers include a Chairman, Vice Chairman, Volunteer Coordinator, Education Coordinator, and Marketing Coordinator. This structure ensures not only project leadership, but also targeted outreach to schools, non-profits, local businesses, and residents who can participate in beautification efforts. From its earliest meetings, KBB has emphasized partnerships—working closely with organizations such as Phillips 66, Up with Trees, Lighthouse, Keep Oklahoma Beautiful, and the Native Plant Society. Local nurseries, civic organizations, and volunteer groups have also provided crucial support. Together, these collaborations have extended KBB's capacity far beyond its committee membership.

II. Organizational Structure & Operations

Officers & Roles:

- Chairman Provides leadership, sets agendas, and represents KBB in public forums.
- Vice Chairman Assists the Chair, leads meetings in their absence, and helps guide initiatives.
- Volunteer Coordinator Recruits, organizes, and directs community volunteers.
- Education Coordinator Develops outreach efforts and educational opportunities to raise awareness about beautification and environmental stewardship.
- Marketing Coordinator Oversees promotion, public communication, and engagement with residents.

Meetings: KBB began holding monthly Special Meetings in May 2024, shortly after being established. These sessions allowed the committee to build its organizational foundation

and begin identifying priority projects. In January 2025, meetings transitioned to Regular Meetings, reflecting the committee's maturation into a stable, ongoing advisory and project-implementing body.

Budget & Resources: The City has allocated \$20,000 annually to support KBB's projects. These funds are reserved for City purposes and cannot be distributed as grants. KBB supplements this core funding through grants, donations, and sponsorships, leveraging outside resources to maximize its impact. Examples include the \$15,000 grant from Phillips 66 for tree planting, as well as in-kind support from non-profits and volunteer groups.

Partnerships: Collaboration has been a hallmark of KBB's operations. Key partnerships include:

- Phillips 66 Funding for the Up with Trees project.
- Up with Trees Technical expertise, planting, and tree maintenance.
- Lighthouse Volunteer support for downtown planter projects and private property cleanups.
- Keep Oklahoma Beautiful Membership provides access to training, grants, and award programs.
- Native Plant Society Donation of wildflower seed for planting projects.
- Local Nurseries (e.g., Green Thumb, Dyck Arboretum) Supply plants, provide horticultural guidance, and collaborate on design.
- Volunteer Groups & Civic Organizations Support events, help with planting, and contribute labor for maintenance projects.

III. Key Projects & Accomplishments

A. Up with Trees Partnership

One of KBB's earliest and most significant initiatives has been the partnership with Up with Trees, supported by a \$15,000 grant from Phillips 66. The project will provide tree planting at the intersection of Highway 75 and Frank Phillips Boulevard, a highly visible gateway into the city. Approximately 23 mature trees will be planted, with ongoing watering and a multi-year warranty included in the agreement. Coordination with ODOT delayed implementation, but planting is scheduled for Fall 2025.

B. Downtown Planters

KBB has taken a leadership role in revitalizing the 32 decorative planters downtown. A volunteer planting day was held in May 2025, adding Baptisia and Aromatic Asters with help from Lighthouse volunteers. The committee is also exploring resurfacing options for planters that remain weathered despite cleaning.

C. Nowata Road & Silver Lake Triangle Project

In May 2025, KBB planted low-growing wildflowers at the intersection of Nowata Road and Silver Lake Drive. The project improves aesthetics while avoiding traffic hazards. Future

discussions may include adding a walking path.

D. Bench Replacement Program

A survey of downtown benches revealed the need for replacements. In July 2025, the committee approved the purchase of eight new benches and two gliders, balancing design improvements with safety concerns.

E. Public Art and Murals

KBB approved a mural at the City Engineer's facility, funded through private donation. Future projects may include mural festivals and additional art installations.

F. Native Plant and Garden Initiatives

KBB secured 1 lb of wildflower seed from the Native Plant Society, enough to cover 1,200 sq. ft. with blooms expected in Spring 2026. The committee is also exploring a Native American Medicinal Garden at Centennial Park in partnership with tribal nations.

G. Volunteer and Community Engagement

KBB continues to engage volunteers, particularly through the Lighthouse, which supported both downtown planter projects and private property assistance. Subcommittees have been formed to coordinate with businesses for ongoing flower bed maintenance.

IV. Grants & Funding Efforts

KBB has worked to extend its budget by pursuing grants and donations:

- Phillips 66 Grant: \$15,000 awarded for the Up with Trees project.
- Keep Oklahoma Beautiful Membership: Provides access to training and grant opportunities.
- OCEA Grant: Applied for \$1,500 in early 2025, not awarded, but committee plans to reapply in 2026.
- Color Oklahoma Program: Matching funds for native planting projects, application in progress.
- Native Plant Society: Donation of 1 lb of wildflower seed for planting.
- Private Donations: Example includes the mural project at the City Engineer's facility, at no city cost.

V. Challenges & Lessons Learned

KBB's first year highlighted several challenges:

- Regulatory Delays: The Up with Trees project was slowed by ODOT approvals.
- Maintenance Issues: Only 13 of 32 downtown planters had working irrigation at the start of 2025.
- Planter Surfaces: Power-washing did not restore planters, prompting consideration of façade resurfacing.

- Safety Considerations: Concerns about glider swings led to a limited trial alongside benches.
- Volunteer Coordination: While effective, projects require careful oversight to align volunteers and staff.
- Grant Outcomes: Not all applications succeed, reinforcing the need to diversify funding sources.

VI. Long-Range Goals (12–24 Months)

KBB's strategic goals for the coming two years include:

- Expanding the Downtown Bench Replacement Program to establish a consistent style.
- Implementing the Glow Path project along Pathfinder Trail for safety and aesthetics.
- Expanding murals and public art across high-visibility corridors.
- Planting Native Plant Society wildflower seeds (Fall 2025) and pursuing a Native American Medicinal Garden project.
- Relocating the Jo Allyn Lowe statue to the Silver Lake/Price Road roundabout with lighting.
- Developing commemorative beautification projects for the U.S. 250th anniversary in 2026.

VII. Conclusion

Since its establishment in 2024, KBB has transitioned from a new advisory body to an active force for beautification in Bartlesville. Through partnerships, volunteer engagement, and creative project planning, KBB has delivered results ranging from tree planting and downtown planter improvements to the initiation of long-term public art and infrastructure projects.

Challenges, such as ODOT delays and planter maintenance, have provided valuable lessons that are shaping stronger project planning and execution. The committee's blend of short-term wins and ambitious long-term goals demonstrates both responsiveness and vision.

KBB looks forward to continuing its partnership with the City Council as it pursues its next phase of projects, ensuring Bartlesville remains a beautiful, welcoming community for residents and visitors alike.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on approval of detailed goals as part of the Bartlesville NEXT strategic plan.

Attachments:

Goals: Bartlesville NEXT

Strategic Plan: Bartlesville NEXT

II. STAFF COMMENTS AND ANALYSIS

In June of 2023, the City Council formally adopted the City's NEXT Plan, which has served as our guiding framework for strategic priorities and objectives. In 2024 it was time to revisit our strategic plan and make updates and revisions to it. Over the past several months, City leadership has undertaken a thorough review and update of this plan to ensure it continues to reflect the needs and values of our community.

You will find in this packet all of the updates, of these updates, included is the City's mission statement. We are looking to revise it to be more concise and memorable. It is currently: "Through collaboration, we strive to provide exceptional public services and enhance the distinctive character of our community." The recommended change is: "Enhancing our community through exceptional service."

The vision statement remains unchanged as "A Leading Community by Choice". This phrase continues to capture our long-term aspirations. In addition, the core value definitions have been updated to be more concise and relevant, providing clear guidance for how we carry out our mission.

The City's strategic priorities have also been refined. Below are the current priority categories as well as the newly proposed categories.

Previous:	Proposed:
Financial Strength and Operational	Financial Strength and Operational
Excellence	Excellence
Effective Infrastructure Network	Effective Infrastructure Network
Economic Vitality	Economic Vitality
Community Character	Quality of Life
Emerging Issues	Community Collaboration

This proposed NEXT Plan was guided by several key inputs: the City's mission, vision, and core values; the City Council's leadership statement; the Polco citizen survey; a comprehensive SWOT analysis as well as other factors. Over the course of four work sessions, City Directors collaborated extensively to ensure this document reflects both community feedback and organizational priorities.

This plan represents months of thoughtful work and builds upon our shared commitment to service, accountability and progress. We believe these updates strengthen the plan and provide a clearer, more actionable roadmap for the years ahead.

Attached you will find the updated NEXT Plan.

III. BUDGET IMPACT

There is no direct budget impact for approval of this plan; however, the City Council has budgeted \$100,000 for strategic initiatives for this fiscal year.

IV. RECOMMENDED ACTION

Staff recommends approval of the Goals of the Bartlesville NEXT strategic plan as presented.



bartlesville NEXT

OUR VISION

A Leading Community by Choice

OUR MISSION

Enhancing Our
Community
Through
Exceptional
Service

OUR VALUES



INTEGRITY

Do the right thing.



COMMUNITY

We are responsive and proactive in our efforts to help Bartlesville realize its potential.



COMMUNICATION

We collaborate on common goals for the greater good of

We communicate openly and clearly inviting constructive public feedback.



SERVICE

We provide effective and courteous customer service in financially responsible manner.



INNOVATION

TEAMWORK

our community.

We pursue innovation to deliver better results through thoughtful, calculated risks.



STRATEGIC PRIORITIES

KEY OBJECTIVES

FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE

Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.

Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process, and furthering integration of IT systems into our operating departments.

Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.

Adopt governance best practices and update municipal criminal code.

EFFECTIVE INFRASTRUCTURE NETWORK

Develop Asset Management Program for infrastructure.

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

Develop storm sewer system improvement plan.

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.

Collaborate with economic development partners and experts to optimize development.

Explore strategies to retain and attract young professionals and families to Bartlesville.

QUALITY OF LIFE

Explore opportunities to embrace the unique cultures of our community.

Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.

Ensure and maintain clean, bright, vibrant community spaces.

COMMUNITY

Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others to be Determined.



BARTLESVILLE NEXT UPDATE – 10-06-25

Vision: A Leading Community by Choice.

Mission: Enhancing our community through exceptional service.

Values:

- INTEGRITY: Do the right thing.
- COMMUNITY: We are responsive and proactive in our efforts to help Bartlesville realize its potential.
- SERVICE: We provide effective and courteous customer service in financially responsible manner.
- TEAMWORK: We collaborate on common goals for the greater good of our community.
- COMMUNICATION: We communicate openly and clearly inviting constructive public feedback.
- INNOVATION: We pursue innovation to deliver better results through thoughtful, calculated risks.

Strategic Priorities:

- Financial Strength and Operational Excellence
- Effective Infrastructure Network
- Economic Vitality
- Quality of Life
- Community Collaboration

FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE

Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.

- 1. Participate in and measure the success of four (4) recruitment opportunities per year. (HR to lead) 2 years
- 2. Implement a periodic new hire orientation. (HR to lead) 1 year
- 3. Incorporate job shadowing into our new job swap program to increase utilization and success of program. (HR to lead) 6 months
- 4. Research plans to increase and maintain employee morale, and overall employee buy in of the City's vision and culture. (HR to lead) 1 year
- 5. Review tax and budget impacts of providing City branded clothing for non-labor employees. (A&F to lead) 1 year
- 6. Evaluate and update employee rules and regulations handbook. (HR to lead) 1 year

7. Implement a standard consistent brand policy for all operations, buildings, uniforms, equipment, vehicles, and other relevant areas using existing logo. (Admin to lead) – 18 months

Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process, and furthering integration of IT systems into our operating departments.

- 1. Best practices committee will identify and begin implementation of best practices and accreditation programs in at least two areas. (Administration to lead) -1 year
- 2. Evaluate effectiveness of existing performance and reward-based evaluation process for general and police department employees. (HR to lead) -1 year
 - a. Revise policy if necessary. (6 months after step 1)
 - b. Develop alternatives methods to incentivize employee performance.
- 3. Evaluate asset management system to determine how we can integrate this system into our operating departments. (Engineering/Water to lead) 1 year
- 4. Revise and update utility billing and integrations to improve citizen satisfaction and egov capabilities. (A&F and IT to lead) 18 months
- 5. Explore and create a plan for Artificial Intelligence (AI) initiatives and potential implementation. (Admin to lead) 18 months

Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.

- Continue to publish annual report on overall City and departmental achievements, progress, and goals. Summary of report to be circulated by various means. (Admin to lead) – 1 year
- 2. Continue to distribute surveys to obtain citizen feedback and requests for all City departments. Individual departments may also be surveyed individually as part of a larger survey plan. (Admin to lead) 1 year
- 3. Continue to distribute annual survey for employees to rate their department and the City as an overall employer. (HR to lead) 6 months
- 4. Utilizing existing feedback cards, develop a formal plan for collection and review of all customer and citizen input to include frequency of review, contacting those who have requested it, and making recommendations to address areas of weakness. (Admin to lead) 1 year

Adopt governance best practices and update municipal criminal code.

1. Investigate and where appropriate implement additional tools for citizens to have the ability to obtain financial data in an effort to be as financially transparent as possible. (A&F to lead) – 2 years

2. Review and update the municipal criminal code utilizing a consultant to remove outdated and obsolete language, ensure cohesion with State and U.S. criminal codes, and add any missing sections related to laws necessary to ensure the safety of the public. (Legal to lead) – 2 years

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 zoning, subdivision, and other ordinances and codes which regulate private development and land use following the updated comprehensive land use plan. (Community Development to lead) 1 year
 - a. Conduct a comprehensive assessment of existing zoning, subdivision, and development codes to identify gaps, inconsistencies, and opportunities for improvement.
 - b. Prepare updated or new development regulations to align with the adopted Comprehensive Plan, including land use and thoroughfare policies.
 - c. Explore the use of form-based zoning or similar tools to ensure development standards reflect the desired character and vision for the community.
 - d. Review development processes and requirements to identify and remove unnecessary barriers, ensuring regulations are clear, consistent, and efficient.

Collaborate with economic development partners and experts to optimize development.

- 1. Convene quarterly meetings of economic development partners and other interested stakeholders to discuss primary jobs, retail development, and housing development opportunities and challenges. (Community Development to lead) 1 year
- 2. Convene quarterly meetings of tourism development partners and other interested stakeholders to discuss visitation trends, opportunities, and events. (Community Development to lead) 2 years

Explore strategies to retain and attract young professionals and families to Bartlesville.

1. Work with economic development partners to understand young professionals' and families' needs to strengthen recruitment and retention in this area. (Admin to lead) -1 year

COMMUNITY COLLABORATION

Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others to be Determined.

1. Child Care:

- a. Attend meetings with local groups to discuss childcare needs, issues, and barriers. (Admin to lead) 1 year
 - i. Develop gap analysis to better understand the size of the shortage.

2. Housing:

- a. Use current housing study to develop plans to incentivize and encourage development of housing that helps to fill the identified gaps. (Community Development to lead) 1 year
 - i. Expand access to housing options to address gaps in availability
 - Develop targeted housing solutions for specific populations, including veterans and other vulnerable groups, to ensure their housing needs are met.
 - iii. Leverage publicly owned land as an opportunity to stimulate new residential development and support community growth.
 - iv. Broaden housing choices by allowing diverse housing types, such as accessory dwelling units (ADUs), to increase affordability and flexibility in the housing market.

3. Homelessness:

- a. Monitor and evaluate the Park and Mental Health Co-Response Units' activities and results to determine if patrolling of the park areas is meeting our expectations in preventing crime and enhancing the public's trust in the safety of our public spaces, particularly as it relates to the unsheltered population. (Admin to lead) 1 year
 - i. Survey the public to determine how safe they feel in our public spaces, particularly the pathfinder and our parks. (Admin to lead) 1 year
 - ii. Report at least annually to the Council on these items. (Admin to lead) -1 year
- b. Provide crisis intervention training to at least 90% of our officers, so they can more effectively address the challenges presented by the unsheltered and other suffering from mental illness. (Police Department to lead) 18 months
- 4. Recreational sports and programming:
 - a. Compile a complete list of all recreational sports and programs available in Bartlesville regardless of the source. (Community Development to lead) 1 year
 - b. Prepare a report that compares the demand for recreational activities with activities available in Bartlesville. (Community Development to lead) 1 year
 - c. Develop and prioritize options to better address the public's needs based on the gap analysis. (Community Development to lead) 1 year
 - d. Develop a plan for consideration by the Park Board and City Council based on the information collected. (Community Development to lead) 1 year

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 aide in planning improvement priority and capital needs.
 - a. Select consultant to collect and populate data into ESRI. (Engineering to lead) -1 year
 - i. Facilities, streets, storm drains, wastewater and water (Engineering to lead) 1 year from completion of first step
 - ii. Signs and signals (Engineering to lead) 2 years from completion of first steps

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

- Improve road conditions as captured by Pavement Condition Index (PCI).
 - a. Develop street impact report showing impact to PCI based on completed work.
 (Engineering to lead) 1 year

Develop storm sewer system improvement plan.

- 1. Evaluate condition of current storm sewer system. (Engineering to lead) 18 months
- 2. Update storm water master plan. (Engineering to lead) 12 months after completion of first step

QUALITY OF LIFE

Explore opportunities to embrace the unique cultures of our community.

- 1. Continue coordinating a multi-cultural group to highlight the diverse cultures in our community. (Library to lead) 1 year
 - a. Provide an annual report relating to the success of this group and their event in City Beat. (Library to lead) – 1 year

Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.

1. Update a Trails/Multi-modal plan that incorporates existing assets and plans such as bicycle plan. (Community Development is lead) – 1 year

Ensure and maintain clean, bright, vibrant community spaces.

- 1. Evaluate effectiveness of existing security measures in parks and community spaces. (Public Works/PD is the lead) 1 year
- 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 program, adopt a path program, etc. (Community Development to lead) 1 year