

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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, December 1, 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 Pastor Jason Elmore, Friday Nite Church, and President of the Bartlesville Ministerial Association.
- 4. Public Comments on Agenda Items.
- 5. City Council Announcements and Proclamations.

Recognition and presentation of awards to the graduates of the Citizens Academy 2025 Class II by Laura Sanders, Assistant City Manager. Graduating are Chase Allcott, Blake Buckner, Sharon Crawford, Anthony Gantt, Lutricia Harris, Bryan Hindman, Alexander Johnson, Meral Jones, Tiffany Lammon, Austin Lynch, Tia Peters, Shavon Robles, Sarah Rowe, Jesse Snelson, Jeannie Strachan, Nathan Thompson and Tyler Vaclaw.

- 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
 - Two openings on the White Rose Cemetery Board

7. Consent Docket

- a. Approval of Minutes
 - i. The Regular Meeting Minutes of October 6, 2025.
 - ii. The Special Meeting minutes of October 22, 2025.
- b. Approval and/or Ratification of Appointments and Reappointment to Authorities, Board, Commissions, and Committees.
 - i. Appointment of Mr. Brent Butler to fill an unexpired term on the Bartlesville Convention and Visitors Bureau (Visitor's Inc.) Board of Directors at the recommendation of Vice Mayor Dorsey and Councilmember Kirkpatrick.
 - ii. Appointment of Ms. Benita Shea and Ms. Sharon Hamilton to two-year terms each, and reappointment of Ms. Dianne Crow, Ms. Kathryn Franz and Ms. Stacy Lewellen to additional two-year terms each to the Library Board at the recommendation of Mayor Curd.
 - iii. Appointment of Dr. Terry Koehn, Mr. Lucas Nettles, and Ms. Stephanie Powell, two to fill unexpired terms and one to fill a full three-year term on the Bartlesville Area History Museum Trust Authority at the recommendation of Councilmember Sherrick.

c. Approval of Resolutions

i. Amending the Budget for FY 2025-2026 appropriating unanticipated revenue in the Restricted Revenues fund of the Police Department for the use of grant funds

- from the Oklahoma Department of emergency Management 9-1-1 Management Authority.
- ii. Amending the Budget for the City of Bartlesville, Oklahoma for FY 2025-2026 appropriating unanticipated revenue in the restricted Revenues Fund of the Community Development Department for the use of funds from the Bartlesville Redevelopment Trust Authority for the development of a housing plan for the City of Bartlesville.
- iii. Amending the Budget for the City of Bartlesville for FY 2025-2026 appropriating unanticipated revenue in the Special Library Fund of the Library Department for the use of funds from the Oklahoma Department of Libraries Library Services and Technology Act.

d. Approval and Ratification of Agreements, Change Orders, Contracts, Donations, Engagement Letters, Grant Applications, Leases, Memorandum of Understanding (MOU), and Proposals.

- i. Client Revision Form amending Schedule A to the Client Agreement with VectroSolutions/Target Solutions Contract for time entry/management system for payroll for the Bartlesville Fire Department in the amount of \$6,942.25 first year and \$2,746.25 after that as it will replace the current scheduling software.
- ii. Business Services Agreement with BTC Broadband for internet service for the Library funded through Federal and State funds.
- iii. Statement of Assurances and Certifications for 2025 Grant agreement between the City of Bartlesville/Bartlesville Public Library Literacy Services and the Oklahoma Department of Libraries for health and wellness programs funded by the State.
- iv. Citizenship and Civic Engagement Grant contract between the City of Bartlesville/Bartlesville Public Library Literacy Services and the Oklahoma Department of Libraries to provide for citizenship and civic engagement by providing resources, information, and training to area residents, funded by the State.
- v. Accept a grant from the U.S. Department of Justice under the Law Enforcement Mental Health and Wellness Act and approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2025-2026 appropriating unanticipated grant revenue (\$200,000) in the Restricted Revenues Fund of the Police Department.
- vi. Accept donation of Robert Indiana 66 Sculpture currently located in Unity Square from the Price Tower Arts Foundation, at no cost to the City.
- vii. Contract with B-Town Construction to replace a sewer line by pipe bursting in the 2100 block between Dewey Avenue and Osage Avenue in the amount of \$86,640.00.
- viii. Updated OKWIN LMR Service Agreement with the State of Oklahoma, updated to assign delegation to a new authority within the Department of Public Safety to the 800MHz radio upgrade project approved by voters in the 2022 G.O. Bond election. No costs incurred for the upgrade.
- ix. Task Order No. 8 to the Master Services Agreement with Parkhill, Smith and Cooper for Airport Consulting Services in the amount of \$160,800 which is funded 95% by FAA and 5% by the City.

e. Approval of Retirement, Surplus and Donation

i. Retire, surplus and donate K-9 Thaddeus to his police officer handler allowed pursuant to Oklahoma State Title 70 3311: B.

f. Receipt of ALPR (Flock Cameras) Report

i. ALPR Report for November 2025

g. Receipt of Financials

i. Interim financials for four months ending October 31, 2025.

- h. Receipt of Bids
 - . Bid No. 2025-2026-010 Water Treatment Plant Roof Rehabilitation
- 8. Discuss and take possible action to award Bid No. 2025-2026-010 Water Treatment Plant Roof Rehabilitation. Presented by Councilmember Sherrick.
- 9. Unsheltered Homeless Task Force update. Presented by Rachel Showler, Vice Chairman, Unsheltered Homeless Task Force.
- 10. Discuss and status update on the Bartlesville Redevelopment Trust Authority (BRTA) and TIFs 1 and 2 to include possible adoption of a Memorandum of Understanding (MOU) between the City of Bartlesville and the BRTA. Presented by Larry R. Curtis, Director of Community Development.
- 11. Discuss and take possible action to adopt an ordinance granting a non-exclusive permit to Coxcom, LLC for the construction and operation of a cable system (franchise agreement) including an emergency clause. Presented by Jason Muninger, CFO/City Clerk.
- 12. 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.
- 13. Recess in order to move to the 1st Floor Conference room to attend the Workshop portion of the business meeting to review and discuss staff recommendations and potential City Council modifications for General Obligation Bond projects and ½ Cent Sales Tax projects in preparation for the February 10, 2026 capital election. Presented by Micah Siemers, PE, CFM, Director of Engineering.
- 14. Return to Council Chambers in order to discuss and take possible action to approve the General Obligation Bond projects and ½ Cent Sales Tax projects in order to call the February 10, 2026 capital election. Presented by Micah Siemers, PE, CFM, Director of Engineering.
- 15. New Business.
- 16. City Manager and Staff Reports.
- 17. City Council Comments and Inquiries.
- 18. 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, November 25, 2025.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/Elaine Banes

by Elaine Banes, Deputy City Clerk

City of Bartlesville Website: https://www.cityofbartlesville.org/city-government/city-council/meeting-agendas/ Live Streaming: https://www.cityofbartlesville.org/city-government/city-council/public-meeting-calendar/ 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 <u>5.</u>
December 1, 2025
Prepared by Laura Sanders, Asst City Manager
Administration

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Recognition and presentation of awards to the graduates of the Citizens Academy 2025 Class II.

Attachments:

List of Graduates

II. STAFF COMMENTS AND ANALYSIS

We would like to recognize the graduates of the City of Bartlesville Citizens Academy for their dedication and achievement in completing the program. The Citizens Academy is an interactive program designed to familiarize the general public with the roles, services, and operations of the city government. This program educates residents, business owners, and other interested individuals about how daily city operations contribute to building a better community and how their tax dollars are being utilized.

The Citizens Academy offers participants an in-depth look at city operations through a series of sessions covering various departments and functions. Graduates of the program have gained valuable insights into the workings of city government, making them more informed and engaged citizens.

We would like to extend our heartfelt thanks to these individuals for their interest in the city, their commitment to learning, and the time they have sacrificed to complete this program. Their dedication is a testament to the community spirit that makes our city thrive.

III. BUDGET IMPACT

None.

IV. RECOMMENDED ACTION

Staff recommends recognition of the graduates of the Citizens Academy and present them with certificates of completion.

We are proud to present the following graduates:

#	<u>Names</u>						
1	Chase Allcott						
2	Blake Buckner						
3	Sharon Crawford						
4	Anthony Gantt						
5	Lutricia Harris						
6	Bryan Hindman						
7	Alexander Johnson						
8	Meral Jones						
9	Tiffany Lammon						
10	Austin Lynch						
11	Tia Peters						
12	Shavon Robles						
13	3 Sarah Rowe						
14	Jesse Snelson						
15	L5 Jeannie Strachan						
16	Nathan Thompson						
17	17 Tyler Vaclaw						



Agenda Item

December 1, 2025

Prepared by Laura Sanders, Asst City Manager Administration

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14							
15	15 Jeannie Strachan						
16	Nathan Thompson						
17 Tyler Vaclaw							



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MINUTES OF THE Agenda Item 7.a.i. REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, November 3, 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 Agenda was posted October 28, 2025 at 5:30 p.m.)

City Council in attendance was Mayor James S. 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; Kelli Williams, Chief Communications Officer; Police Chief Kevin Ickleberry; Deputy Police Chief Andrew Ward; Police Captain Daniel Elkins; Fire Chief H.C. Call; Deputy Fire Chief Barry Campbell; Robin Betts, Director of Human Resources; Alicia Shelton, Accounting; several firefighters; Police Officer Sutton, 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 Pastor Jason Elmore, Friday Nite Church, and President of the Bartlesville Ministerial Association.
- 4. Public Comments on Agenda Items.

Angela Utley - Agenda Item 10 - raising concerns about transparency related to recent local news coverage of City officials. She referenced stories aired by Fox 23 and Channel 2 and asked for clarity and evidence supporting statements made in those reports. Ms. Utley emphasized her trust in the Council's wisdom and ability to negotiate but urged continued transparency with the public.

Gerri Warren – Agenda Item 10 - a resident of Glenwood Drive, inquired about fire department staffing and resources. He asked how many firefighters are currently employed, desired staffing levels per truck, and how Bartlesville's pay and structure compare to similar cities. Mr. Warren also asked whether driver positions receive higher pay than firefighters and concluded by expressing appreciation for the department's work.

- 5. City Council Announcements and Proclamations.
 - a. Homelessness Awareness Month November 2025. Presented by Mr. Kirkpatrick.
 - b. Community Foundation Week November 12-18, 2025. Presented by Mr. East.
- 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

Mayor Curd read the openings and encouraged citizens to volunteer.

7. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of October 6, 2025.
- ii. The Special Meeting minutes of October 22, 2025.

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

- i. Appointment of Mr. Dennis Halpin to a three-year term on the Street and Traffic Committee at the recommendation of Councilmember East.
- ii. Appointment of Ms. Janice Carroll to a three-year term on the Adult Center Trust Authority at the recommendation of Mayor Curd.

c. Approval of Resolutions

- i. Directing filing and notification of the publication of the 2025 printed supplement to the Bartlesville Municipal Code.
- ii. Amending the budget of the City of Bartlesville for Fiscal Year 2025-26 appropriating unanticipated revenue for the Police Department.
- iii. Concerning Bridge Inspection responsibility by local government for compliance with National Bridge Inspection Standards, with the selection of Guy Engineering, the prequalified engineering consulting firm, to perform bridge inspections between April 1, 2026 and March 31, 2028, fully funded by the Oklahoma Department of Transportation.

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

- Workplace Solutions Cooperative Acceptance Agreement with CINTAS for biweekly towel and janitorial supplies service for Boots Hollow Golf Course in the amount of \$311.50 monthly plus \$6 delivery charge per delivery.
- ii. On-demand Contract with B-Town Construction for the installation and decommissioning of water distribution lines of various sizes with the City of Bartlesville's water distribution system, with this contract method capped at \$100,000 or 6 months, whichever comes first, to evaluate its effectiveness and efficiency.
- iii. Change Order No. 1 from Keohn Construction Services for the Construct Box Hangar-Bartlesville Municipal Airport Project, adding \$128,787.27 to the original contract, funding provided by the ODAA and BDA.
- iv. Professional Services Agreement with TSW to provide a Housing Plan for the City of Bartlesville, in the amount of \$37,500.00.
- v. Airport Hangar Lease Agreement between the Bartlesville Municipal Airport and Norval Gruver for unit 4-A, rent to be received monthly in the amount of \$150.00.
- vi. Amended Maintenance Agreement between the City of Bartlesville and Bark Park Buddies.

e. Declaration of Surplus Property and Approval of Sale or Trade-in

i. Declaration of surplus and approval of sale/trade in of surplus items/vehicles from the Fire Department at public auction (GovDeals Auction Site) or to be used as trade in on future apparatus/equipment purchases.

f. Receipt of Annual Report

 Fiscal Year 2024-2025 Annual Report for the Chickasaw Wastewater Treatment Plant.

g. Receipt of ALPR (Flock Cameras) Report

i. ALPR Report for October 2025

h. Receipt of Financials

Interim financials for three months ending September 30, 2025.

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. Kirkpatrick pulled Agenda Items 7.a.ii. and 7.g.i.; and Vice Mayor Dorsey pulled Agenda Items 7.d.ii. and 7.d.iii.

Vice Mayor Dorsey moved to approve the Consent Docket with the exception of Agenda Items 7.a.ii., 7.g.i., 7.d.ii., and 7.d.iii., seconded by Mr. East.

Voting Aye:

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

Voting Nay: Motion:

None Passed

Item 7.a.ii.

Approval of Minutes

ii. The Special Meeting minutes of October 22, 2025

Councilman Kirkpatrick noted a minor correction in the City Council minutes dated October 22, 2025, correcting the meeting adjournment time to 1:00 p.m. rather 11:00 a.m. The correction was acknowledged by staff.

Item 7.g.i.

Receipt of ALPR (Flock Cameras) Report

i. ALPR Report for October 2025

Councilman Kirkpatrick reported that all Flock Safety cameras have been relocated or removed to comply with newly adopted ordinances. The Bartlesville Police Department continues to work with Flock to ensure compliance and future proper placement.

Item 7.d.ii. On-demand Contract with B-Town Construction for the installation and decommissioning of water distribution lines of various sizes with the City of Bartlesville's water distribution system, with this contract method capped at \$100,000 or 6 months, whichever comes first, to evaluate its effectiveness and

efficiency.

At the request of Vice Mayor Dorsey, Mr. Lauritzen reported on the new pilot program to replace aging water lines using an on-demand contract with B-Town Construction. The pilot contract is capped at \$100,000 and will fund approximately three blocks of line replacement. Replacement locations are determined by line age and frequency of leaks. Pricing is based on pipe size and installation depth (up to 5 feet, 5–8 feet, and over 8 feet). This delivery method is expected to reduce costs by avoiding full engineering design fees, which typically add 15–20% to project expenses. Discussion covered efficiency and potential long-term use of this method for infrastructure maintenance. Mr. Lauritzen emphasized that results from the pilot will determine future expansion.

Item 7.d.iii. Change Order No. 1 from Keohn Construction Services for the Construct Box Hangar-Bartlesville Municipal Airport Project, adding \$128,787.27 to the original contract, funding provided by the ODAA and BDA,

At the request of Vice Mayor Dorsey, Mr. Siemers provided an update on the new airport box hangar project, originally awarded to Koehn Construction for approximately \$5 million. A change order totaling \$128,787.27 was approved to

add enhanced fire safety features and increase the door height to 38 feet for larger aircraft. The project is funded through a 40% Oklahoma Department of Aeronautics and Aerospace grant and a 60% local match, which is being covered by the Bartlesville Development Authority (BDA). Construction was scheduled to begin in November 2025, following delays caused by unforeseen utility issues. Council members commended staff and the BDA for managing the project and mitigating impacts to the City's capital budget.

Vice Mayor Dorsey moved to approve Agenda Items 7.a.ii., 7.g.i., 7.d.ii. and 7.d.iii., seconded by Mr. Kirkpatrick.

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

Voting Nay: None Motion: Passed

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

Ms. Showler reported that the Helping Organizations Summit attracted over 130 attendees from local nonprofits, faith-based groups, and social agencies; the number of unsheltered individuals has declined from 58 to under 50; and strong participation and interest in Charity Tracker, a shared client tracking tool now being tested by several local organizations. The Text-to-Give account, hosted by the Bartlesville Community Foundation (BCF), was officially approved and was funded with an initial \$5,000 contribution from the BCF.

Mr. Kirkpatrick announced that Bartlesville will partner with the Oklahoma Housing Finance Agency (OHFA) to administer a Tenant-Based Rental Assistance Program funded by Home-ARP (American Rescue Plan) allocations. Grand Mental Health will serve as the point organization for applications and coordination.

Council members praised the collaboration and proactive efforts to address homelessness and housing stability.

9. Receive a presentation on the July 2025 boil order incident for the Bartlesville public water system. Presented by Terry Lauritsen, Director of Water Utilities.

Mr. Lauritsen reported that a single sample station at 21st and Johnstone tested positive for E. coli on July 10, 2025. Upon notification, he contacted ODEQ to confirm protocol and was told to hold tight and re-sample the site as well as two sites adjacent to the failed site, upstream and downstream which was done on Friday July 11. The lab reported that the site tested positive for coliform but negative for E. coli. The two adjacent sites tested negative for any bacteriological activity, so no total coliform, no E. coli. Due to coliform detected, ODEQ issued a boil order on Saturday, July 12, then contacted the City to inform them they had issued the boil order. Due to it being the weekend, he and his staff were having a difficult time making contact with ODEQ to have it rescinded since the test that was taken to the lab late Saturday came back negative. With assistance from Senator Daniels and plant supervisor Neal Ennis and assistant plan superintendent Brandon Cleveland, the City was finally able to get the boil order rescinded by Sunday, July 13.

Mr. Lauritsen continued reporting that the contamination was isolated and did not affect the city's water distribution system. The source was traced to a missing rubber cap on the sampling spigot, likely allowing a small animal or debris to enter the line. Corrective measures implemented were installation of rubber caps on all 80 sample stations citywide, revised sampling procedures to include flushing both spigot and evacuation lines, and his department will develop formalized written policies for bacteriological sampling. Mr. Lauritzen publicly recognized staff members Brandon Cleveland, Neil Ennis, Kelli Williams, and Kelsey Walker for exceptional efforts during the emergency, as well as the Mayor and Councilmembers who were providing information to the

public as they received it. Mr. Lauritsen announced that Washington County Emergency Management will soon provide a mass notification system for faster public alerts.

Council members commended the department for transparency, professionalism, and rapid response, emphasizing confidence in Bartlesville's water quality and infrastructure management. Mr. Bailey recognized Mr. Lauritsen for staying on top of the situation from beginning to end, working with ODEQ, answering questions, and staying calm in a stressful situation.

10. 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.

Mr. Kane presented the status of the 2025–2026 collective bargaining negotiations with the Bartlesville Professional Firefighters Local 200. In summary, the City's third offer, submitted September 26, 2025, included a 5% total pay increase (2.5% merit + 2.5% COLA) for all firefighters, and proposed reforms to promotions (merit-based advancement) and overtime policies. The Union has not responded to the offer nor have they requested additional discussions. The City initiated interest arbitration on September 29, but the process has been delayed by the Federal government shutdown. To move forward, the City offered to select a neutral arbitrator outside the Federal system, but the Union declined to engage. Instead, it appears that the Union has conducted a social media campaign in place of meeting with the City and negotiating. Their social media comments were mainly posted on the City's newsletter articles by City Manager Bailey where he provided information about the situation and answered questions submitted by citizens.

Mr. Kane stated that the City's proposed changes align with best employment practices and mirror procedures already accepted for the promotion of Battalion Chiefs. He went into further explanation regarding promotions and the abuse of overtime issues. Using a PowerPoint, attached to these minutes, he provided detailed information regarding both issues. The City wants promotions based on merit and the Union wants promotions based on seniority. When promotions are based on merit, it benefits the public through increased performance and benefits firefighters who will be motivated to earn their position. He also provided salary comparisons on each firefighter position emphasizing that he never stated that firefighters were "overpaid" as social media wrongly reported. He confirmed that he and City administration continue to believe that firefighters should be fairly and competitively compensated.

Continuing, Mr. Kane provided statistics covering overtime reform and the abuse of sick leave which has cost the City \$400,000 in overtime over the past two years. He provided the method in which overtime is configured; explained long and short pay periods and how firefighters are sick most during the pay periods they benefit most from; and provided an example of abuse of firefighters working second jobs or enjoying recreation hobbies while claiming to be sick.

He concluded that the City desires to come to an amicable agreement and continues to hope that the Union will negotiate in the best manner to all parties. The City's goals are to increase firefighter pay, increase competency within the department, reduce/eliminate unnecessary overtime and reward excellence.

Discussion included Mr. Kirkpatrick's inquiry into how far back the research tracked regarding the 188-hour average of sick times used, and asked to see more data with that parameter, further than six years. Additionally, he requested more data on the 81% statistic going back further than three months of data. Discussion also covered how negotiations could continue even with the government shut-down, and the City has made this option known to the Union. Council agreed it would be good if negotiations could resume as they have received many questions from constituents regarding this issue, and division is not good for either the City or the Firefighters. Mr. Kane emphasized that the City remains open to negotiations, not only because it is legally required, but because it is the right thing to do. He ended stating that it is not the City that's holding up the process.

Council members expressed appreciation for the update and reiterated their commitment to fairness, fiscal responsibility, and compliance with statutory processes.

11. Discussion and status update relating to the Bartlesville Redevelopment Trust Authority (BRTA) and TIFs 1 and 2, to include possible adoption of a Memo of Understanding (MOU) between the City of Bartlesville and the BRTA. Presented by Mike Bailey, City Manager.

City Manager Mike Bailey presented a proposed Memorandum of Understanding (MOU) between the City of Bartlesville and the Bartlesville Redevelopment Trust Authority (BRTA). He reported that the proposal would allow the City to provide staffing and administrative support for the BRTA in lieu of hiring a new executive director. The BRTA's primary TIF districts (TIF 1 and TIF 2) have expired, and the City and BRTA are coordinating to ensure remaining funds—approximately \$4 million—are properly managed and expended. Mr. Bailey welcomed BRTA members Chris Wilson, Sara Freeman, and George Halkiades, noting their attendance for questions or clarification. Mr. Bailey continued that the City's proposal follows the pending retirement of Chris Wilson, BRTA Executive Director, after 15 years of service. The two main TIF districts managed by the BRTA—the Downtown TIF (TIF 1) and Capitol Hill TIF (TIF 2)—have expired, meaning no new revenues are being collected. Approximately \$4 million remains in combined TIF funds, \$2.3 million in Capitol Hill and the remainder in Downtown, which may still be used for their legally designated redevelopment purposes.

Mr. Bailey continued reporting that the BRTA's broader mission extends beyond the TIFs, and the organization can continue if the Council and BRTA Board choose to do so. The proposed MOU states that the City would assume administrative, executive, and accounting responsibilities for the BRTA. Larry Curtis, Community Development Director, would serve as Administrative Director of the BRTA, assisted by the City's Special Projects Manager, and an additional City employee may be hired primarily to support BRTA activities while remaining a City employee. The BRTA may also contract additional staff for specialized needs, particularly in the Capitol Hill TIF district. The City would provide these services for an annual reimbursement of \$150,000, representing a modest reduction in BRTA's administrative budget. The MOU has not yet been approved by the BRTA Board but is scheduled for consideration at its November 19 meeting. He concluded that Chris Wilson's retirement at the end of the year necessitates prompt action to ensure a smooth transition. The City's staff will work with Mr. Wilson and BRTA Representatives to identify ongoing projects and contacts before his departure. A detailed transition plan has been prepared by Mr. Curtis to ensure continuity of operations.

Mr. Kirkpatrick introduced a concept plan titled "Rebuild Capitol Hill". The plan aims to accelerate neighborhood revitalization using remaining TIF 2 funds through targeted incentives that promote homeownership, property rehabilitation, and infill development. Goals include increasing owner occupancy (currently only 30% owner-occupied); assisting residents with repairs and deferred maintenance; reducing vacancy (currently ~300 empty units); and encouraging private investment and long-term neighborhood stability. The initiative would prioritize existing residents before expanding opportunities to outside investors. This proposal remains under discussion and will be reviewed after the MOU transition.

Mr. Bailey explained TIF structure and purpose at Mayor Curd's request. A TIF district captures the incremental increase in property tax revenue over a baseline value to fund redevelopment within that district. Once a TIF expires, future property tax revenues revert to the original taxing entities (city, county, and school district). The BRTA's Downtown TIF contributed significantly to downtown redevelopment projects, including façade improvements and the Hilton Garden Inn development. Other local TIF-funded projects include Silver Lake Village, Park Place, and Bison Trails Apartments.

Discussion covered inquiries about the two-year expenditure timeline, to which Mr. Bailey clarified that it was a target window to ensure funds are directed toward projects rather than administrative costs; whether the BRTA should continue beyond its current purpose once existing funds are

spent; legal and financial options for BRTA's future role; and its ability to issue bonds (not general obligation bonds). It was confirmed that the BRTA currently has no outstanding debt obligations.

Mr. East moved to adopt the Memorandum of Understanding as presented, seconded by Vice Mayor Dorsey.

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

Voting Nay: None Motion: Passed

12. Discuss and take possible action to amend the Redevelopment Plan for the Bartlesville Downtown Redevelopment District. Presented by Councilmember Kirkpatrick

Mr. Kirkpatrick pulled this item from the agenda.

13. Discuss and take possible action to appoint members to fill the two vacancies on the Bartlesville Redevelopment Trust Authority. Presented by Councilman East.

Councilmember East presented the item to fill two expired terms on the Bartlesville Redevelopment Trust Authority (BRTA). The item also prompted brief discussion regarding appointment tracking procedures and board term limits. Two BRTA member terms had recently expired: Sarah Freeman and Philip Wright. Councilmember East noted that the expirations had fallen behind and suggested improving how appointments and expirations are tracked. Mr. Bailey explained that term tracking is ultimately the responsibility of each board's staff liaison. For trust authorities such as the BRTA, this responsibility lies with its professional staff. City administrative staff and the executive assistant assist in maintaining term records, but occasional oversights can occur.

Mr. East moved to reappoint Sara Freeman and Philip Wright to additional three-year terms, seconded by Mr. Kirkpatrick.

Mayor Curd noted that such appointments are typically handled through the consent agenda but were placed as a discussion item due to the broader BRTA-related considerations discussed earlier in the meeting. Councilmember Kirkpatrick inquired about the term limits for BRTA members which is members may serve two full three-year terms; filling an unexpired term does not count toward the term limit.

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

Voting Nay: None Motion: Passed

14. New Business.

There is no new business to report.

15. City Manager and Staff Reports.

City Manager Mike Bailey provided a comprehensive update on current administrative priorities, ongoing projects, and upcoming initiatives across various City departments. Key areas of focus included staff retention and recruitment, major infrastructure and facility projects, and community updates.

Mr. Bailey reported that he and Assistant City Manager Laura Sanders are conducting one-on-one meetings with department directors to discuss job satisfaction, career goals, and succession planning. The initiative aims to identify potential retirements, internal replacements, and professional development needs to maintain strong leadership continuity. He emphasized that the process helps prevent unexpected gaps in senior positions and ensures readiness for both

planned and unplanned departures. The City currently has a talented and stable group of directors, though retention remains a key focus due to the marketability of City staff.

Mr. Bailey noted recent efforts to promote rental assistance programs that support the City's broader homelessness reduction strategy.

He highlighted the upcoming City Council workshop to discuss the 2025 capital election and priorities in the City's long-term capital plan.

He reported that the Civitan Park canopy will be replaced for the third time due to weather-related wear. An engineering evaluation is underway to explore replacing the current fabric canopy with a permanent hard-surface structure. The project will proceed concurrently with the study to avoid unnecessary delays. Additionally, the Madison Boulevard Reconstruction project which comprises two phases. Public Works completed the north half of Madison ahead of schedule. while the contractor worked on the south half. Once reopened, Madison Boulevard will be fully resurfaced from Tuxedo Boulevard to Minnesota Avenue. The road was originally a county road with only chip seal surfacing, making this a major infrastructure improvement. Other ongoing street projects and maintenance activities were also noted. City Hall remodel is proceeding as planned, with a focus on employee safety, building security, and energy efficiency. Planned upgrades include new windows, lighting, HVAC systems, and security improvements. The downtown landscape project remains in the design phase. Modifications have been made to include Osage Avenue as part of the design scope. Mr. Bailey continued to report that the new Boots Hollow website is now live, allowing golfers to book tee times up to 10 days in advance online (7 days for in-person reservations). The course remains open to walk-ins but encourages online reservations for better planning. Mr. Bailey praised staff for extensive deferred maintenance and drainage repairs completed by Parks, Streets, and Golf staff. The course is in its best condition in years, with significant improvements to greens and cart paths. There will be a free yard debris pickup offered for the week of December 8-12. Residents may place leaves. grass clippings, brush, and small limbs curbside for pickup on their normal collection day. No bags, tags, or special fees required.

Mayor Curd commended the improvements at Boots Hollow, noting positive feedback from golfers and local teams. Mr. Bailey confirmed that community engagement and maintenance have helped "turn the corner" for the facility's long-term success.

16. City Council Comments and Inquiries.

Mr. Kirkpatrick announced that Be the Light, a new emergency shelter, officially opened and is housing its first guests. He celebrated the project as a major step forward for Bartlesville's homeless services network, particularly during Homeless Awareness Month. He also recognized the Bartlesville Community Foundation (BCF) for seeding the Text-To-Give initiative with a \$5,000 donation, ensuring all public contributions build upon that initial investment. Community Support

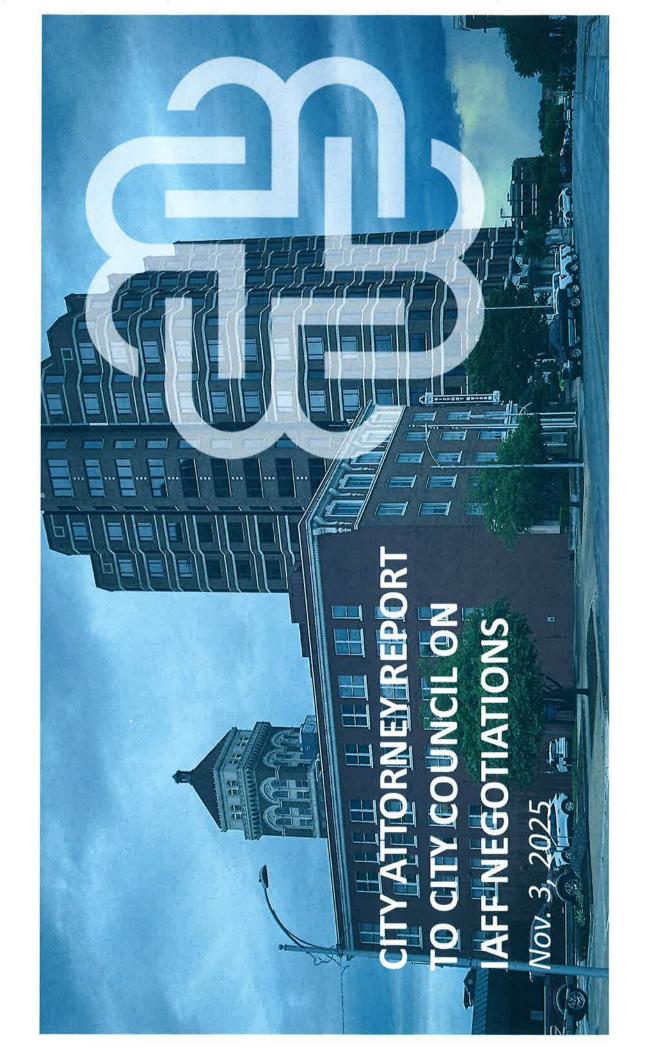
Councilmembers expressed concern about the temporary suspension of SNAP benefits due to the federal government shutdown noting that local churches, nonprofits, and private citizens are organizing food drives and community pantries to ensure "no hungry neighbors." Residents were encouraged to contact local organizations or churches for assistance or to make donations to help meet increased food demand. The Cherokee Nation has made additional assistance information available on its website as well.

Mayor Curd and other Councilmembers thanked members of the Bartlesville Fire Department for attending the meeting and for their daily service to the community. The Council expressed optimism for a timely and amicable resolution in ongoing labor negotiations with the department.

17. There being no further business to address, Mayor Curd adjourned the meeting at 7:27 p.m.

James S. Curd, Jr., Mayor
ound, on, mayor

Jason Muninger, CFO/City Clerk



Negotiation Status

City's last offer submitted September 26, 2025

- 5% increases (2.5% merit, 2.5% COLA) -- same as all other City employees
- Promotional reforms
- Rules governing overtime

Last update to the Council on October 6, 2025

- No change
- Interest arbitration process initiated by City September 29, 2025; cannot proceed due to government shutdown
- City proposed to IAFF that a neutral arbitrator be appointed by agreement; union has failed to respond

Union has:

- Failed to respond to arbitrator request
- Failed to respond to City's last offer
- Failed to continue with negotiations
- Has engaged in social media campaign against City



CityBeat

Interview with Mike Bailey appeared in the Oct. 17 issue of CityBeat

Visit cityofbartlesville.org to view past issues of CityBeat. Sign up to receive the City's free weekly e-newsletter by scanning the QR code below.







October 17, 2025

Welcome to CityBeat, a free weekly e-newsletter containing the latest news and information about the City of Bartlesville and related topics. Get yours delivered each week! http://oil.ly/2eaff=Tx

News & Updates

City Manager puts record straight on fire talks City stands firm on need to promote most qualified candidates

City Manager Mike Bailey is speaking out after a press release was issued by the City's fire union and a social media campaign surfaced this week accusing City administration of lying about the City's relationship with its firefighters.

Negotiations between the City of Bartlesville and the International Association of Fire Fighters (IAFF) remain open but have so far failed to produce an agreement for a 2025-26 Fiscal Year contract. City Attorney Jess Kane updated the City Council last week on the issues, and reports have appeared in the last two editions of City Beat.

This week, the IAFF issued a press release refuting some of the information presented, but the release indicates the two sides are really not that far apart, Bailey said.



City Priority #1: Promotional Reform

City wants promotions based on *merit* **Union** wants promotions based on *seniority*

Promotions based on merit will benefit:

- The public, through increased performance
- Firefighters



"You may not be the best guy, but you're the next guy"

City Priority #2: Overtime Reform

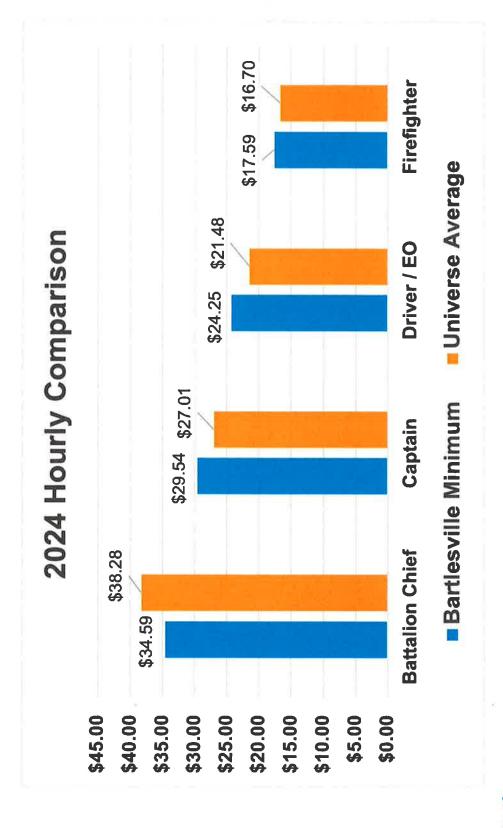
"Firefighters should be fairly and competitively compensated."

Word "overpaid" never used

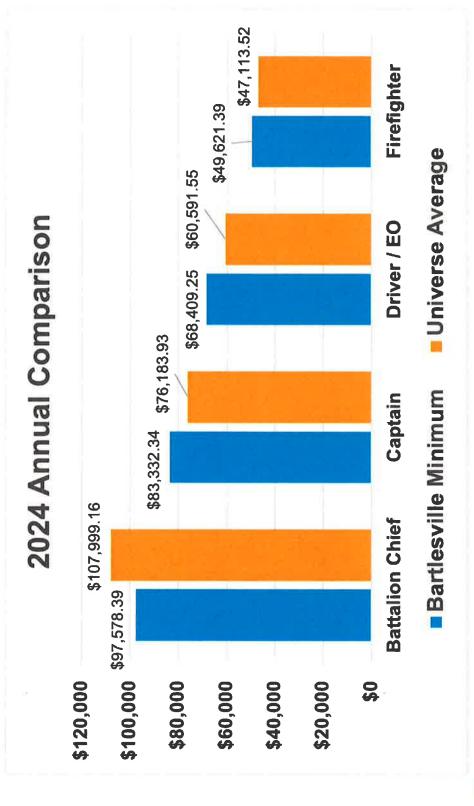


SALARY COMPARISON

POSITION TITLE	MINIMUM ANNUAL SALARY
Fire Battalion Chief	\$100,004.45
Police Lieutenant	\$91,811.20
Fire Captain	\$85,419.88
Police Sergeant	\$79,164.80
Water Plant Superintendent	\$71,115.20
Fire Equipment Operator/Driver	\$70,101.85
Police Corporal	\$66,622.40
Water Distribution Supervisor	\$60,860.80
Police Officer	\$56,056.00
Firefighter	\$50,862.63
Lead Customer Service Technician	\$42,868.80
Equipment Operator (Parks/Street)	\$37,252.80
Maintenance Worker II (Parks/Street)	(3)









City Priority #2: Overtime Reform

What has been said:

Firefighter sick leave costing taxpayers **\$400,000** over the last two years.

Average sick leave per firefighter: **188** hours

- Nearly a full month off over past 6 years
 - **85** hours more than comparable cities
- 2.5 to 4 times as much as

Owasso, Enid, and Bixby city of barrlesville

SICK LEAVE USAGE COMPARISON BY CITY

) TIO	DEPT SIZE	SICK LEAVE	AVG. HOURS
	(# OF FFS)	TOTAL	USED PER FF
Bartlesville	99	12,414	188
Stillwater	69	10,761	145
Jenks	27	3,530	130
Yukon	39	4,700 avg.	121
Shawnee	51	6,114	120
Muskogee	06	9,781	109
Owasso	99	4,554	76
Midwest City	78	4,299	25
Enid	72	3,228 adj.	45
Bixby	51	2,221	43
Moore	81	n/a	n/a
AVERAGE	63	6,159	103

Overtime Reform City Priority #2:

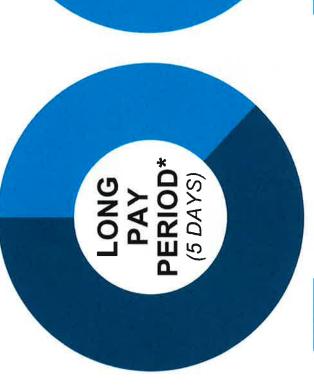
Abuse of sick leave:

Long Pay Period (5 days) Personal Sick: 20 shifts Family Sick: 34 shifts Short Pay Period (4 days)

Personal Sick: 43 shifts Family Sick: 6 shifts

Personal Sick: 20 shifts

37%



PERIOD* (4 DAYS)

PAY

SHORT

87.8% Personal Sick: 43 shifts

Family Sick: **34** shifts

63%

12.2% Family Sick: 6 shifts

*Data is from July, August and September 2025



City Priority #2: Overtime Reform

Long/Short Pay Periods

Firefighters work rotating schedule:

- Short Pay Periods 4 days
- Long Pay Periods 5 days

No automatic overtime paid for personal sick leave used during Long Pay Periods



NOVEMBER

2025

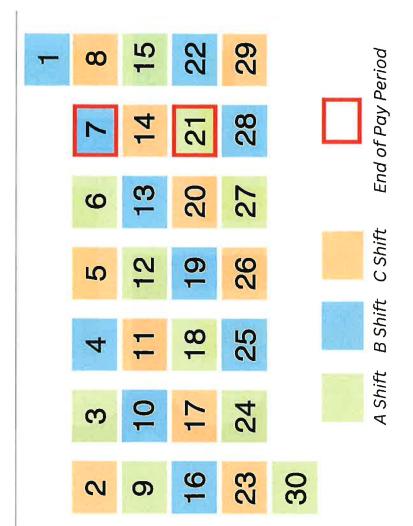
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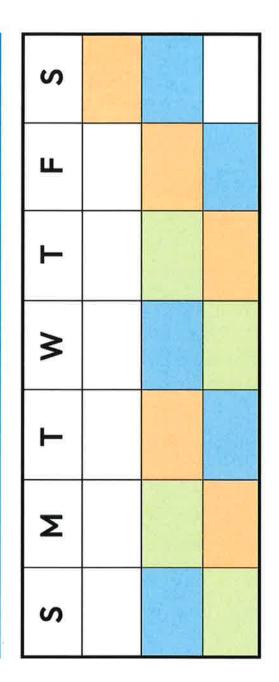
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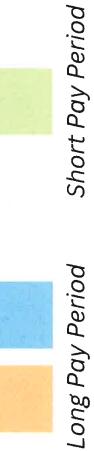
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PAY PERIOD EXAMPLE







City Priority #2: Overtime Reform

Facebook comments:

Overtime use is due to injury

Other fire departments have the same rates of injury but do not have the same rate of absenteeism

AVERAGE 12,374



9 272 50 4 256 25
6,925.25 3,954.00
8,291.23 4,319.50
8,785.11 4,151.50
7,111.69 4,762.25
8,137.28 4,277.50



Union's first offer

10% pay increases (2 times more than other City employees)

Automatic 5% pay increase at promotion

Increase minimum manning to 18 (currently XX)

- Management Right
- Never part of Collective Bargaining Agreement
- Increase would increase options for double time



Contract Proposals for 25/26

Safe Staffing Article: 18 per shift minimum

457 Plan (see attached sample contract language and list of Oklahoma cities on the plan)

Clothing Allowance increase to \$1500.

5% Steps

5% Cola

5% when you promote

Training Officer pay scale match Fire Marshal

Remove Assistant Fire Marshal references in the contract.



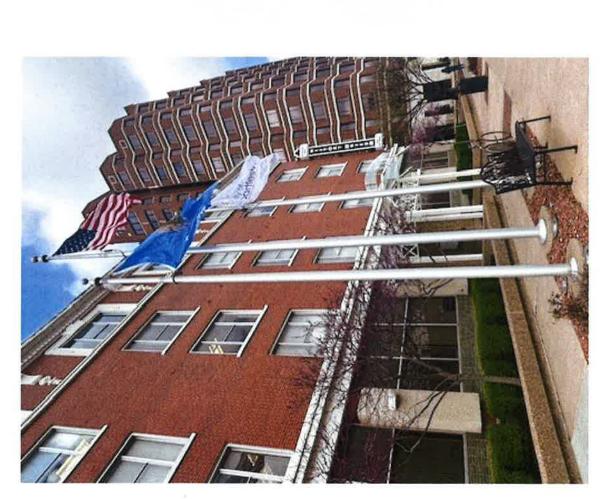
Next steps

Continue to work toward agreement for FY 2025-26 contract for promotional and overtime reform

- Increase firefighter pay
- Increase competency within department
- Reduce/eliminate unnecessary overtime
- Reward excellence

More information:

City Beat (www.cityofbartlesville.org)





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

MINUTES OF THE SPECIAL WORKSHOP MEETING OF THE BARTLESVILLE CITY COUNCIL

November 17, 2025 5:30 p.m.

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

MINUTES

(The Notice of Meeting and Agenda was posted November 11, 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; Micah Siemers, Director of Engineering; Terry Lauritsen, Director of Water Utilities; Kelli Williams, Chief Communications Officer; Kevin Ickleberry, Police Chief; H.C. Call, Fire Chief; Deputy Chief Troy Newell; Kelsey Walker, Communications & Marketing Manager; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Curd at 5:30 p.m.
- 2. Roll Call was conducted a quorum established.
- 3. The invocation was provided by Vice Mayor Dorsey.
- 4. Public Comments on Agenda Items.

There were no public comments.

5. Presentation of staff recommendations for General Obligation Bond projects and ½ Cent Sales Tax projects in preparation for the February 10, 2026 capital election. Presented by Micah Siemers, P.E., CFM, Director of Engineering.

Mr. Siemers provided a PowerPoint (attached to these minutes) covering Capital Improvement Funding Sources, GO Bonds and Capital Improvement Sales Tax (1/2 cent sales tax); the election schedule – proclamation date to election board due 12/11/25 for 2/10/26 special election; and Budget Scenario 2 chosen by City Council – G.O. Bond term of 4 years, annual amount \$4,000,000, totaling \$18,000,000 and CIP term of 5 years, annual amount \$3,400,000, totaling \$17,000,000. Continuing, Mr. Siemers provided the staff recommended sales tax projects for Municipal Buildings & Facilities \$5,859,500, Public Safety Buildings & Equipment \$3,812,500, Streets & Drainage \$6,325,000, Parks & Recreation \$1,000,000. He then reviewed each department's funded proposed funded projects individually. Discussion ensued covering servers and storm sirens; golf equipment to ensure the new greens are maintained properly; police vehicles and how the decision to replace them are determined; drainage including on how the

locations for new pipes are determined and their longevity; and the extension of Pathfinder Parkway.

Mr. Siemers provided the staff recommended G.O. Bond projects for Streets \$12,550,000 (reviewed and approved by the Street & Traffic Committee), Public Safety Buildings & Equipment \$1,550,000, and Parks and Recreation \$3,400,000 (reviewed and approved by the Park Board). including cost of issuance \$500,000. He then reviewed each department's proposed funded projects individually. He provided maps where street projects have been completed as well as for proposed projects. He also provided the 2028 Pavement Condition Projections showing IMS recommended budget of \$4,140,000 yearly. Discussion ensued covering an explanation of priority projects 70% by law, discretionary projects 30%, which historically are also completed; the potential for improvements and future development in one area in the unfunded projects, Oak/Hickory/Elm/8th/9th (Mill Overlay); Pavement Condition projections and IMS results: fire truck with apparatus clarification. Further discussion covered the proposed funded turf on the infields of 4 fields for \$1,800,000, with Mr. Kirkpatrick stating he does not support turf due to heat and chemical factors. Mayor Curd and Vice Mayor Dorsey both feels this improvement would increase play time since games can be played in the rain with turf and not cancelled, particularly tournaments which brings increased revenue to the City. Mr. East did not have an issue with the turf, but Mr. Sherrick tended to side with Mr. Kirkpatrick-not fully supporting it for similar reasons. Additional discussion covered the restroom at Hudson Lake (unfunded), the cost of the Kiddie Park parking lot, Johnstone tennis courts being converted into pickleball courts (unfunded): Cooper Dog Park irrigation (unfunded), and how the City has invested a lot in the dog park and irrigation may not fix the drainage issue. Additional discussion ensued regarding Unity Park needs and the Community Center needs. Mr. Sherrick stated that he felt adding a concession building to Unity Park would bring more activity to the park and enhance the experience. Caitlyn Kraemer, Director of the Community Center, provided funding needs for the Center overall, emphasizing how their out-of-date technology including LED lighting affects their ability to bring higher quality shows to the Center. Funding ideas were discussed at length for what Ms. Kraemer and the Center needs.

Mr. Bailey will email the project list to Council members tomorrow, Nov. 18, and asked that any Council proposals for amendments be returned to him by Friday. Nov. 21. There was a general consensus to hold a workshop following the regular meeting on December 1 to review and determine a final list of projects. The Council would then hold a special meeting on December 8 to vote on the resolution to call the election and the ordinance setting out the projects. The resolution and ordinance is required to be filed at the Election Board by December 11, 2025 in order to have the February 10, 2026 election.

6. City Manager and Staff Reports.

Mr. Bailey stated his appreciation for the great discussion. He will send out project worksheets tomorrow (Tuesday, 11/18) morning.

7. City Council Comments and Inquiries.

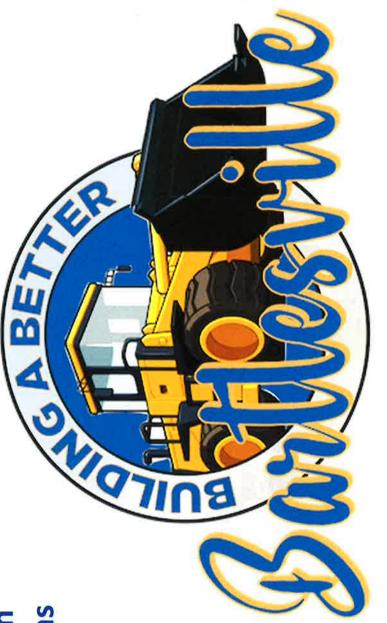
Mr. Kirkpatrick announced Mustache Monday on December 1, 2025, and encouraged everyone to participate.

Mayor Curd stated his appreciation to City staff and committees for the work put into the presentation for Council's consideration. Mr. East stated he is thankful for the projects that can be completed for the City. All agreed.

8.	There p.m.	being	no	further	business	to	address,	Mayor	Curd	adjourned	the	meeting	at 7:50
									James	S. Curd, Jr	., Ma	уог	-
	Jas	on Mur	ning	er, CFO	/City Clerk								

Election 2026 Capital

Workshop Presentation Staff Recommendations 11.17.2025



Capital Improvement Funding Sources

General Obligation Bonds

- Ad Valorem Property Tax maintained from year to year at 15 mils
- Requires voter approval (simple majority)
- Typically 3 to 5 year initiatives
- Currently 4-year GO Bond approved in August 2023
- Current GO Bonds expire in Fall 2027

Capital Improvement Sales Tax

- Dedicated 1/2 cent sales tax approved by voters in 1990
- Extended by voter approval (simple majority)
- Typically 5 to 7 year extensions
- Currently 5-year extension approved in August 2020
- Current tax expires June 2026

Capital Election Schedules

Council	7/7/2025	8/4/2025	8/4/2025
Capital Requests Begin	8/1/2025	9/1/2025	9/1/2025
Capital Requests Due	9/30/2025	10/31/2025	10/31/2025
Workshop Mtg. Date	10/20/2025	(11/17/2025)	11/17/2025
Council Mtg. Date	11/3/2025	12/1/2025	12/1/2025
Proclamation Date	11/14/2025	12/11/2025	1/2/2026
Election Date	1/13/2026	2/10/2026	3/3/2026

Budget Scenarios

Scenario 1

Tax Type	Current Expiration	Proposed Expiration	Term	Annual Amt	Total
G.O. Bond	November 1, 2027	November 1, 2030	ю	\$ 4,000,000 \$ 12,000,000	\$ 12,000,000
CIP Sales Tax	June 30, 2026	June 30, 2031	5	3,400,000	17,000,000
				\$ 7,400,000	\$ 29,000,000

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Tax Type	Current Expiration	Proposed Expiration	Term	Annual Amt	Total
G.O. Bond	November 1, 2027	November 1, 2031	4	\$18,000,000 4 \$ 4,000,000 \$16,000,000	\$18,000,000 \$16,000,000
CIP Sales Tax	June 30, 2026	June 30, 2031	īV	3,400,000	17,000,000
7.				\$ 7,400,000	\$ 33,000,000

Scenario 3

Тах Туре	Current Expiration	Proposed Expiration	Term	Annual Amt	Total
G.O. Bond	November 1, 2027	November 1, 2032	2	\$ 4,000,000	\$ 20,000,000
CIP Sales Tax	June 30, 2026	June 30, 2031	7.	3,400,000	17,000,000
				\$ 7,400,000	\$ 37,000,000

STAFF RECOMMENDED SALES TAX PROJECT SUMMARY

\$17,000,000	• TOTAL PROJECTED REVENUE	
\$16,997,000	· TOTAL	
\$1,000,000	PARKS & RECREATION	
\$6,325,000	STREETS & DRAINAGE	
\$3,812,500	• PUBLIC SAFETY BUILDINGS & EQUIPMENT	
\$5,859,500	• MUNICIPAL BUILDINGS & FACILITIES	

STAFF RECOMMENDED SALES TAX PROJECTS

MUNICIPAL BUILDINGS & EQUIPMENT

Requested by:	Project/equipment	Requested Amount	SALES TAX RECOMMENDATION
Public Works	Aerial Lift Truck	\$300,000.00	\$ 300,000.00
Public Works	Storm Siren Upgrade \$	00:000'008	\$ 100,000.00
Administration	General Fund Vehicle Replacement (\$300k/yr)	2,000,000.00	\$ 1,500,000.00
BCC Director/Trust Authority BCC Chiller Replacement	BCC Chiller Replacement \$	200,000,000	\$ 500,000.00
BCC Director/Trust Authority	BCC Director/Trust Authority BCC HVAC Contactors, Controls & Air Compressor (pneumatics) \$	92,500.00	\$ 92,500.00
BCC Director/Trust Authority	BCC Director/Trust Authority BCC Community Hall Projector \$	30,000.00	\$ 30,000.00
Tech Services	Replace Core Servers (x5)	800,000.00	\$ 800,000.00
Committee	IT Infrastructure Upgrades \$	300,000.00	\$ 400,000.00
Tech Services	Annual PC Replacement/Software (x15/yr)	300,000.00	\$ 300,000.00
Public Works	Dump Trucks with Snow Equipment (x2)	00:000'009	\$ 600,000,000
Library	Library Elevator Modernization \$	248,462.00	\$ 300,000.00
Public Works	Tractors (x2) \$	280,000.00	\$ 280,000.00
Public Works	Tractor Boom and Mower \$	200,000.00	\$ 200,000.00
Capital Committee	Golf Course Equipment \$	300,000.00	\$ 300,000.00
Adams Golf Course	Equipment Shed	115,000.00	\$ 115,000.00
Adams Golf Course	Greens Fans (x3)	42,000.00	\$ 42,000.00
	TOTAL MUNICIPAL BUILDINGS & EQUIPMENT	\$6,907,962.00	\$ 5,859,500.00
	MUNICIPAL BUILDINGS & EQUIPMENT PRIORITY REQUIRED	MENT PRIORITY REQUIRED	\$ 4,101,650.00

4,200,000.00

MUNICIPAL BUILDINGS & EQUIPMENT PRIORITY TOTAL

STAFF RECOMMENDED SALES TAX PROJECTS

PUBLIC SAFETY BUILDINGS & EQUIPMENT

Requested by:	Project/equipment	Requested Amount	SALE TAX
Police	Annual Police Vehicle Replacement (x10)	\$ 2,800,000.00	\$ 1,960,000.00
Police	Annual Police Vehicle Equipment (x10)	\$ 1,525,000.00	\$ 1,067,500.00
Tech Services	Police & Fire Tablets (x75)	\$ 475,000.00	\$ 475,000.00
Police	Police Body Camer Replacement (x72)	\$ 60,000.00	\$ 60,000.00
Police	Police Taser Replacement (x60)	\$ 60,000.00	\$ 60,000.00
Tech Services	CallWorks 911 Call Handling System	\$ 190,000.00	\$ 190,000.00
	TOTAL PUBLIC SAFETY & EQUIPMENT	\$ 5,110,000.00	\$ 3,812,500.00

PUBLIC SAFETY BUILDINGS & EQUIPMENT PRIORITY REQUIRED PUBLIC SAFETY BUILDINGS & EQUIPMENT PRIORITY TOTAL

2,668,750.00 3,027,500.00

STREETS & DRAINAGE	IAGE		
Requested by:	Project/equipment	Requested Amount	SALE TAX
Engineering	Preventive Maintenance Streets (\$1,250,000/yr)	\$ 6,250,000.00	\$ 5,700,000.00
Engineering	Master Drainage Plan Update	\$ 500,000.00	\$ 500,000.00
Engineering	Materials for Drainage Improvements (\$25k/yr)	\$ 125,000.00	\$ 125,000.00
	TOTAL STREETS & DRAINAGE	\$ 6,875,000.00	\$ 6,325,000.00
	STREETS & DR	STREETS & DRAINAGE PRIORITY REQUIRED	\$ 4,427,500.00
	STREETS 8	STREETS & DRAINAGE PRIORITY TOTAL	\$ 5,700,000.00

STAFF RECOMMENDED SALES TAX PROJECTS

PARKS & RECREATION

Requested by:	Project/equipment	Requested Amount	SALE TAX
Park Board	Pathfinder Parkway Improvements	\$.	400.000.00
Park Board	Pathfinder Parlouray Depaire	300000000000000000000000000000000000000	
Park Board	Park Drip Irrigation (Major Parks)	\$ 200,000.00 \$	250,000,00
Public Works	Pathfinder Bridge Deck Replacement	\$ 150,000.00 \$	150,000.00
Public Works	Park and Pool Amenities	\$ 100,000.00 \$	100,000.00
Park Board	Park Signage (Wayfinding)	300,000.00 \$	100.000.00
Park Board	Pathfinder Parlwissy Extension	\$ 00 000 000	
	TOTAL PARKS & RECREATION	1 450 000 00 \$	1 000 000 00

TOTAL PROJECTED REVENUE

\$16,997,000 \$17,000,000

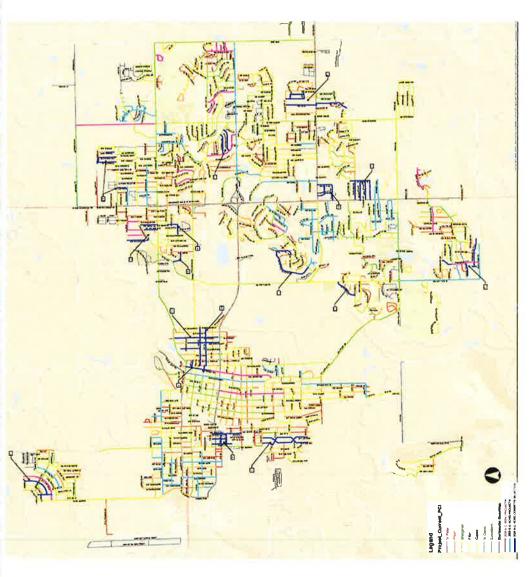
700,000.00

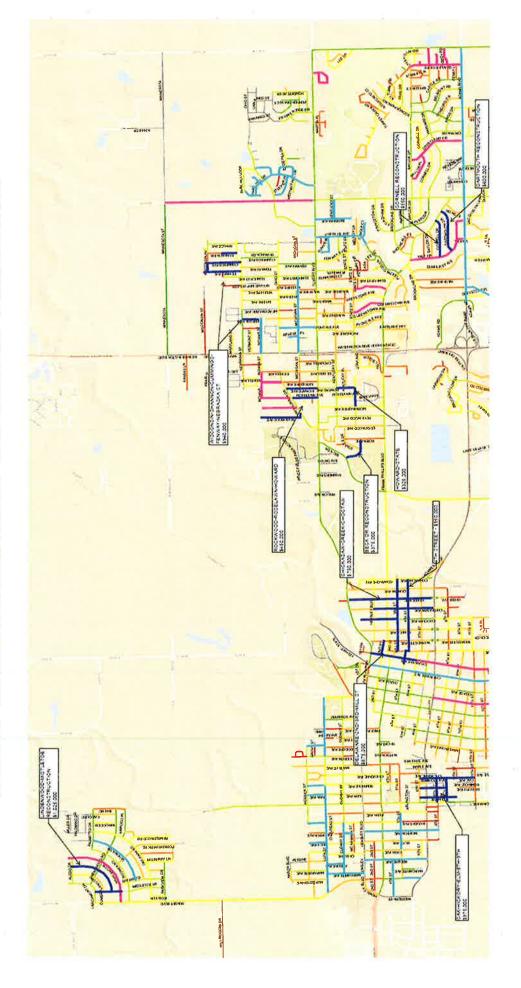
PARKS & RECREATION PRIORITY REQUIRED PARKS & RECREATION PRIORITY TOTAL

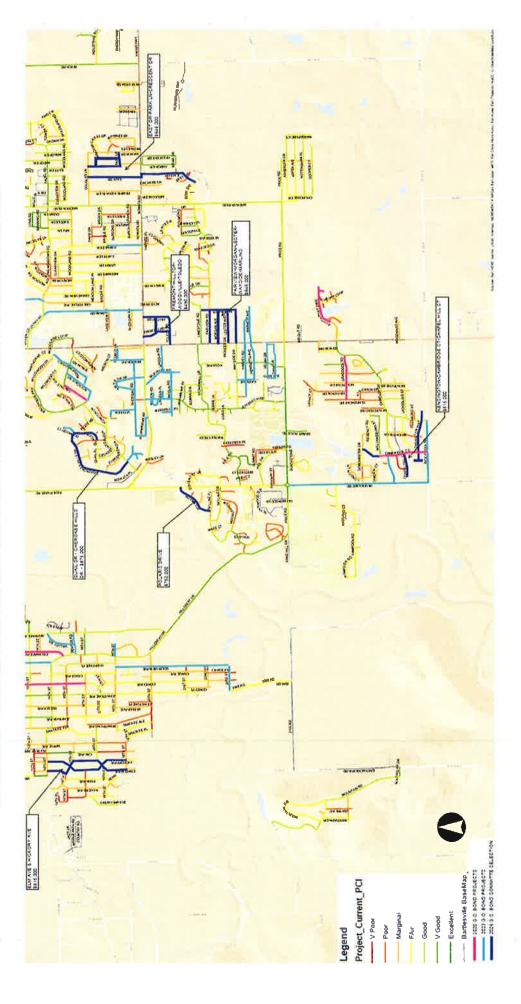
•	STREETS	\$12,550,000
•	MUNICIPAL BUILDINGS & FACILITIES	\$0
•	PUBLIC SAFETY BUILDINGS & EQUIPMENT	\$1,550,000
•	PARKS & RECREATION	\$3,400,000
•	TOTAL	\$17,500,000
•	COST OF ISSUANCE (COI)	\$500,000
•	TOTAL PROJECTED REVENUE	\$18,000,000

STREETS

211112	71		
Requested by:	Project/equipment	Requested Amount	GO BOND
S&T Committee	Quail Drive & Cherokee Hills (Concrete Panel)	\$ 875,000.00	\$ 875,000.00
S&T Committee	Elm Ave and Hickory Ave (18th to 13th - Mill/Overlay	\$ 615,000.00	\$ 615,000.00
S&T Committee	Kensington/Cambridge Ct/Chapel Hill Ct (Mill/Overlay)	\$ 515,000.00	\$ 515,000.00
S&T Committee	East Dr/Park Ln/Crescent Dr (Mill/Overlay)	\$ 645,000.00	\$ 645,000.00
S&T Committee	Delaware/2nd/3rd/Mill St (Mill/Overlay)	\$ 875,000.00	\$ 875,000.00
S&T Committee	Chickasaw/Creek/Choctaw (Mill/Overlay)	\$ 750,000.00	\$ 750,000.00
S&T Committee	4th Street (Cherokee to Comanche - Mill/Overlay)	\$ 950,000.00	\$ \$50,000.00
S&T Committee	Fairview/Morgan/Lester/Wayside/Marling (Mill/Overlay)	\$ 845,000.00	\$ 845,000.00
S&T Committee	Fremont/Hilltop/Woodville/Toledo (Mill/Overlay)	\$ 490,000.00	\$ 490,000.00
S&T Committee	Dartmouth Drive (Frank Phillips to Yale - Asphalt Reconstruction)	\$ 600,000.00	\$ 600,000,000
S&T Committee	Cornell Drive (Frank Phillips to Yale - Asphalt Reconstruction)	\$ 550,000.00	\$ 550,000.00
S&T Committee	Undenwood/Mistletoe (Asphalt Reconstruction)	\$ 1,025,000.00	\$ 1,025,000.00
S&T Committee	Wisconsin/Shannon/Cummings/Fenway/Nebraska Ct (Mill/Overlay)	\$ 950,000.00	\$ 940,000.00
S&T Committee	Rockwood/Roselawn/Howard (Mill/Overlay)	\$ 450,000.00	\$ 450,000.00
S&T Committee	Beck Drive (Robin to Silver Lake - Asphalt Reconstruction)	\$ 375,000.00	\$ 375,000.00
S&T Committee	Howard/State (Mill/Overlay)	\$ 325,000.00	\$ 325,000.00
S&T Committee	Polaris Drive (Silver Lake to Skyline PI - Concrete Panel)	\$ 750,000.00	\$ 750,000.00
S&T Committee	Oak/Hickory/Elm/8th/9th (Mill/Overlay)	\$ 975,000.00	\$ 975,000.00
	TOTAL STREETS \$	\$ 12,560,000.00	\$ 12,550,000.00
		STREETS PRIORITY REQUIRED	\$ 8,785,000.00
		STREETS PRIORITY TOTAL	\$ 8,795,000.00







STREETS

2023 PCI = 55; 2023 backlog = 21%

- 2028 PAVEIMENT CONDITION PROJECTIONS – 2023 PCI = 55; 2023 Backlog = 21	JEC I IONS - 2023	3 PCI = 55; 4	2023 backlog = 2	7.7
BUDGET SCENARIO	Yearly Budget	5-yr PCI	5-yr Backlog %	fi
Fix All Budget Averaged = \$20328k/Year	\$ 20,328,000	87	0.2	
Steady State Current PCI Budget = \$3280k/Year	\$ 3,280,000	55	26	
Maintain Current Backlog Budget = \$5000k/Year	\$ 5,000,000	59	21	
Maintain Backlog <=25% = \$3590k/Year	3,590,000	95	25	
IMS Recommended Budget = \$4140k/Year	\$ 4,140,000	57	23	

STREETS

2031 PAVEMENT CONDITION PROJECTIONS – 2028 PCI = 60; 2028 backlog = 17.4%

BUDGET SCENARIO	Yearly Budget	5-yr PCI	5-yr Backlog %	
Fix All Budget Averaged = \$20328k/Year	\$ 20,328,000	87	0.2	
Steady State Current PCI Budget = \$3280k/Year	\$ 3,280,000	09	22	
Maintain Current Backlog Budget = \$5000k/Year	\$ 5,000,000	64	17	
Maintain Backlog <=25% = \$3590k/Year	\$ 3,590,000	61	25	
IMS Recommended Budget = \$4140k/Year	\$ 4,140,000	62	19	

PUBLIC SAFETY BUILDINGS & EQUIPMENT

Requested by:	Project/equipment	Requested Amount	STAFF RECOMMENDATION
Fire Department	Fire Apparatus Replacement		\$ 1,550,000.00
·	*	4 400 000 00	
rije Departitien	Aenai Apparatus Replacement (15.10 Teplace quint 4.2002)	1,400,000,00	
Fire Department	New Engine (Replace Engine 11)	1 00 000 056	,
	TOTAL PUBLIC SAFETY BUILDINGS & EOUIPMENT S	2.350.000.00	1.550.000.00

PUBLIC SAFETY BUILDINGS & EQUIPMENT PRIORITY TOTAL

PUBLIC SAFETY BUILDINGS & EQUIPMENT PRIORITY REQUIRED

1,550,000.00 1,085,000.00

PARKS & RECREATION

Requested by:	Project/equipment	Requested Amount	GO BOND
Park Board	Price Fields Artificial Turf	1,800,000.00	\$ 1,200,000.00
Park Board	Park Restroom Renovations	00.000,000	\$ 600,000.00
Park Board	Park Safety Lighting & Security	750,000.00	\$ 500,000.00
Park Board	Park Playground Replacement	00:000'009	\$ 300,000.00
Park Board	Park Amenity Upgrades (x10 parks)	500,000,000	\$ 300,000.00
Park Board	Parking Lot Upgrade - Johnstone Park/Kiddie Park	250,000.00	\$ 250,000.00
Park Board	Bicycle Pump Track	300,000.00	\$ 250,000.00
	TOTAL PARKS & RECREATION	\$ 4,800,000.00	\$ 3,400,000.00
		PARKS PRIORITY REQUIRED	\$ 2,380,000.00
	1	PARKS PRIORTY TOTAL	\$ 2,500,000.00

COST OF ISSUANCE (COI)
TOTAL PROJECTED REVENUE TOTAL

\$17,500,000 \$500,000 \$18,000,000

UNFILLED REQUESTED PROJECTS

Requested by:	Department #	Department # Project/equipment	Requested Amount
BCC Director/Trust Authority	170	BCC Auditorium LED Lighting Upgrade	\$1,700,000.00
BCC Director/Trust Authority	170	BCC Stage Rigging Upgrade	\$39,000.00
BCC Director/Trust Authority	170	BCC Cloisonne Stabilizations	\$60,000.00
BCC Director/Trust Authority	170	BCC - Resurface Parking Lot	\$55,000.00
BCC Director/Trust Authority	170	BCC - Additional Unity Square Interactive Artwork/Sign	\$250,000.00
BCC Director/Trust Authority	170	BCC - Unity Square Concessions Kiosk	\$250,000.00
		TOTAL COMMUNITY CENTER	\$2,354,000.00

Requested by:	Department # Project/eq	Project/equipment	Requested Amount
Public Works	174	Construct Columbarium for White Rose Cemetery	\$250,000.00
Public Works	174	White Rose Cemetery Fence (900')	\$150,000.00
Public Works	174	White Rose Cemetery Expansion	\$500,000.00
		TOTAL CEMETERY	\$900,000,00

Requested by:	Department #	Department # Project/equipment	Requested Amount
Tech Services	185	Infrastructure Wireless Upgrade	\$160,000.00
Tech Services	185	New World Public Safety (PD Software)	\$150,000.00
Tech Services	185	Email Upgrade (\$90KYR)	\$450,000.00
Tech Services	185	Wifi Access Point Upgrade	\$55,000.00
Tech Services	185	Backup Server Upgrade	\$59,000.00
Tech Services	185	Water Treatment Plant Server Upgrade	\$84,000.00
Tech Services	185	Switch Upgrades	\$65,000.00
Tech Services	185	City-Wide Camera Upgrades	\$17,000.00
Tech Services	185	Phone System Upgrade	\$25,000.00
Tech Services	185	Access Control System Update	\$55,000.00
Tech Services	185	Audio Recorder Server - Dispatch	\$15,000.00
Tech Services	185	Swagit Streaming Computer for Meetings	\$12,000.00
Tech Services	185	City-Wide UPS Update/Replacement	\$25,000.00
Tech Services	185	Police VPN Router Replacement	\$15,000.00
		TOTAL TECH SERVICES	\$1,187,000.00

Requested by:	Department # Project/eq	Project/equipment	Requested Amount
Engineering	190	Pavement Condition Model Update	\$150,000.00
		TOTAL ENGINEERING	\$150,000.00

Requested by:	Department #	Department # Project/equipment	Requested Amount
Fire Department	250	Aerial Apparatus Replacement	\$2,415,000.00
Fire Department	250	Apparatus Bay Addition - Central Fire Station	\$1,863,858.00
Fire Department	250	Pumper Truck (Replace Engine 3)	\$950,000.00
		TOTLAL FIRE	\$5,228,858.00

Requested by:	Department # Project/equ	Project/equipment	Requested Amount
Police	270	Police Patrol Rifle Replacement (x74)	\$138,000.00
Police	270	Police Drone	\$13,000.00
Police	270	Police Peregrine Data System (x60)	\$60,000.00
Police	270	Police Building Addition	\$4,280,505.00
Police	270	Police Covered Parking Awnings (PD West Parking Lot)	\$49,672.00
Police	270	FARO Crime Scene Laser Scanner & Accessories	\$80,640.00
		TOTAI	TOTAL POLICE \$4,621,817.00

Requested by:	Department # Project/eq	Project/equipment	Requested Amount
Public Works	327	Bucy & Lupa Drainage Improvements - Pipe Replacement	\$450,000.00
Public Works	327	King Drive Drainage Improvements - Ditch Clearing/Stabilization	\$250,000.00
Public Works	327	4th Street Drainage Improvements - Pipe Replacement	\$150,000.00
Public Works	327	Fremont Road Drainage Improvements - Ditch/Culvert Modifications	\$150,000.00
Public Works	327	Spruce Avenue Drainage Improvements - Underground Storm Sewer	\$500,000.00
Public Works	327	Barnett Drainage Improvements - Ditch Clearing/Stabilization	\$100,000.00
Public Works	327	Concord Drive Drainage Improvements - Underground Storm Sewer	\$500,000.00
		TOTAL STORM SEWER	\$2,100,000.00

Requested by:	Department #	Department # Project/equipment	Requested Amount
Public Works	328	Replace Traffic Signals on Adams Boulevard (Downtown x8)	\$2,000,000.00
Public Works	328	Smooth Drum Asphalt Roller	\$180,000.00
Public Works	328	US 75 Traffic Signal Upgrade	\$2,000,000.00
Public Works	328	Backhoe/Excavator	\$175,000.00
Public Works	328	Aerial Lift Truck (50')	\$250,000.00
Public Works	328	Asphalt Patch Truck	\$350,000.00
		TOTAL STREETS	\$4,955,000.00

Requested by:	Department # Project/ed	Project/equipment	Requested Amount
Library	421	Library Roof Replacement	\$0.00
Library	421	Library Parking Lot Rehabilitation	\$103,500.00
į		TOTAL LIBRARY	\$103,500.00

Requested by:	Department #	Project/equipment	Requested Amount
Public Works	431	15' Pull Mower	\$ 32,000.00
Public Works	431	72" Front Mount Mowers (x4)	\$ 160,000.00
Public Works	431	Pathfinder Parkway Maintenance and Paving	\$ 250,000.00
Public Works	431	Zero Tum Turf Mowers (x3)	\$ 45,000.00
Public Works	431	Sooner and Johnstone Tennis Court Reconditioning	\$ 200,000.00
Public Works	431	Sooner Pool House Remodel	\$ 500,000.00
Park Board	431	Bikeways and Sidewalks	\$ 500,000.00
Park Board	431	Park Tralheads	\$ 300,000.00
Park Board	431	Rec. Center Feasibility Study	\$ 175,000.00
Park Board	431	Johnstone Pavilion Pickleball Conversion	\$ 300,000.00
Park Board	431	Cooper Dog Park Irrigation	\$ 100,000.00
Public Works	431	Artunoff Softball Complex Renovation	\$ 4,000,000.00
Public Works	431	Sooner Park Volleyball Court Renovation	\$ 150,000.00
Public Works	431	Sooner Park Creek Channel Rehabilitation	\$ 250,000.00
Public Works	431	Lee Lake Bank Stabilization	\$ 500,000.00
Public Works	431	Lyon Park Equipment Replacement	\$ 100,000.00
Public Works	431	Colonial Park Equipment Replacement	\$ 100,000.00
Park Board	431	Sooner Pool Water Park Expansion	\$ 2,000,000.00
Park Board	431	Restroom Upgrades	\$ 80,000.00
Park Board	431	Additional Pickleball Courts - Sooner Park	\$ 250,000.00
Park Board	431	Lee Lake Skate Park - Phase 2	\$ 150,000.00
Park Board	431	Artunoff Concession Stand and Restroom Upgrade	\$ 150,000.00
		TOTAL PARKS	\$10,292,000.00

Requested by:	Department #	Department # Project/equipment	Requested Amount
History Museum	425	History Museum Carpet	\$44,463.00
		TOTAL HISTORY MUSEUM	\$44,463.00
Requested by:	Department #	Department # Project/equipment	Requested Amount
Adams Golf Course	445	Golf Course Irrigation and Pump Station Replacement	\$1,700,000.00
Adams Golf Course	445	Fairway Mower	\$140,000.00
Adams Golf Course	445	Replace Driving Range Netting with 60' net - 3 sides	\$985,000.00
Adams Golf Course	445	GPS Controlled Sprayer	\$150,000.00
Adams Golf Course	445	Golf Course Material Handler	\$40,000.00
Adams Golf Course	445	Greens Mower	\$64,000.00
Adams Golf Course	445	Gas Powered Utility Cart	\$20,000.00
Adams Golf Course	445	Greens Roller	\$25,000.00
Adams Golf Course	445	Tee Mower	\$33,500.00
Adams Golf Course	445	Heavy Duty Utility Cart	\$58,500.00
Adams Golf Course	445	Golf Simulators/Indoor Hitting Bays (x2)	\$125,000.00
Adams Golf Course	445	Golf Course Restroom Replacement	\$60,000.00
Adams Golf Course	445	Golf Course - New Restroom	\$150,000.00
		TOTAL GOLF	\$3,551,000.00
		TOTAL CAPITAL UNFILLED REQUESTS	\$35,487,638.00

Election 2026 Capita

Discussion





Agenda Item 7.b.i.
November 19, 2025
Prepared by Maria Gus,
Director
BCVB-Visitor's Inc.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to appoint Brent Butler to fill the unexpired term of Leslie Jerden, expiring June 2026, to the Bartlesville Convention and Visitors Bureau (Visitor's Inc.) Board of Directors.

Attachments:

Mr. Butler's application

II. STAFF COMMENTS AND ANALYSIS

The Board of Directors, voted unanimously to recommend Mr. Butler to the Board at their November 18, 2025 meeting. They feel he will be a great asset to the Board. He is filling an expired position, and will be eligible to serve for two additional terms following the expiration of this term.

III. RECOMMENDED ACTION

The BCVB Board of Directors recommends the appointment of Mr. Brent Butler to the Bartlesville City Council at the December 1, 2025 City Council meeting at the recommendation of Vice Mayor Dorsey and Councilmember Kirkpatrick.

Elaine Banes

rom:

City of Bartlesville <ian@bitbrilliant.com>,

Sent:

Monday, October 20, 2025 5:35 PM

To:

Elaine Banes

Subject:

New submission from Application for City Boards, Commissions, Committees & Trust cc Maria Sur Vice Mayor Sorsey Veron Listpapich

Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

Bartlesville Convention & Visitors Bureau

Name

Brent Butler

Residential Address

4500 Clearview Drive Bartlesville, OK 74006 Map It

Home Phone

(918) 760-6470

Work Phone

(918) 661-9100

Email

brent.butler@conocophillips.com

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

I am am employed by ConocoPhillips and love volunteering my time in the community. I serve as Vice President of Samaritan Counseling. I am on the United Way board at ConocoPhillips and also serve on the event committee for The United Way. I previously served on the Adams Golf Committee before its disillusion in 2025. I graduated in 2009 from Oklahoma State with a B.S. in Business Management. I returned to school in the fall of 2025 to pursue my MBA with a focus on International Business and Finance. My wife is also very active in the community and serves on several boards.

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

Samaritan Counseling - 2023-Present Adams Golf Committee - 2024-2025 ConocoPhillips United Way Board - 2024-Present United Way Event Committee - 2025-Present

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

Continue to show all the best that this community has to offer. Represent the citizens and local businesses in a professional manner and help to continue to grow this community and all it has to offer. Show businesses that investing in Bartlesville is a good investment.



Date: December 1, 2025 Prepared by: Kiley Roberson

Library

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration for the appointment of Benita Shea and Sharon Hamilton, and the reappointment of Dianne Crow, Kathryn Franz and Stacy Lewallen to the Bartlesville Library Board.

Attachments: Sharon Hamilton and Benita Shea applications

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the appointment of Ms. Shea and Ms. Hamilton to the Library Board. Ms. Shea has served on the Delaware Tribe Council and Delaware Tribe Trust Board, and seeks to continue serving the Bartlesville community on the Library Board. Ms. Hamilton has worked within a variety of sectors including county government, public utilities, and hospitals, and is a life-long reader.

Ms. Franz is a long-time library supporter and advocate, and we appreciate her service. Ms. Lewallen is a staunch advocate for the library and its services, and has helped recruit a new member to the board. Ms. Crow is an asset to the Board and wishes to accept reappointment.

IV. RECOMMENDED ACTION

Mayor Curd and I recommend the appointment of Benita Shea, and Sharon Hamilton, and the reappointment of Dianne Crow, Kathryn Franz and Stacy Lewallen to the Bartlesville Library Board.

From: City of Bartlesville <ian@bitbrilliant.com> **Sent:** Thursday, November 13, 2025 9:52 AM **To:** Elaine Banes <rebanes@cityofbartlesville.org>

Subject: New submission from Application for City Boards, Commissions, Committees & Trust

Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

Library Board

Name

Benita Shea

Residential Address

617 NE Spruce Ave Bartlesville, ok 74006 Map It

Home Phone

(832) 257-5432

Cell Phone

(832) 257-5432

Email

benita.shea@yahoo.com

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

I am a retired Project Manager for a major human resources company.

I have also served 4-year terms on the Delaware Tribe Council and the Delaware Tribe Trust Board.

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

My community involvement has been with the Delaware Tribe of Indians with business decisions as well as culture preservation. I have volunteered during the Ghost Walk. (This was for fun!)

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

I believe our library currently offers an array of opportunities to our community. I would like to see this continue and to see growth and presence.

From: City of Bartlesville <ian@bitbrilliant.com>

Sent: Monday, October 27, 2025 11:58 AM

To: Elaine Banes <rebanes@cityofbartlesville.org>

Subject: New submission from Application for City Boards, Commissions, Committees & Trust

Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

Library Board

Name

Sharon Hamilton

Residential Address

3412 Wildwood Ct Bartlesville, Oklahoma 74006 Map It

Home Phone

(918) 914-9629

Cell Phone

(918) 914-9629

Email

sjmhamilton01@gmail.com

Ward Number

02

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

I have a college degree in Biology / minor in Computer Science. I am retired now, but had a long career in IT, working for various companies throughout the years (county government, hospital, public utility, airline and retirement from Verizon...phone company). I have managed budgets, projects and people across multiple states and countries in some cases. As for volunteering, I have volunteered with the Project Transformation reading program that was for young grade school students. I am a life long reader and belong to two book clubs. I belong to DAR so I was vaguely familiar with the genealogy research portion of the library. I used to be a library proctor (in high school) but that was long ago. I work well with people of all ages and am a huge enthusiast of the library services.

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

Other than a day here and there, my longest period of community involvement was with the Project Transformation project. I volunteered to read with grade school students that were struggling with reading. I hope that you will let 'new' folks be involved so that the base can widen.

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

I would like to see more community involvement or interaction. Possibly more events. Survey. Are we serving the community well?

Any questions, please don't hesitate to contact me. I look forward to hearing from you!



Date: December 1, 2025 Prepared by: Kiley Roberson

Museum

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration for the appointment of Terry Koehn, Lucas Nettles, and Stephanie Powell to the Bartlesville Area History Museum Trust Authority board.

Attachments: Terry Koehn application

Lucas Nettles application Stephanie Powell application

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the appointment of Dr. Koehn, Mr. Nettles, and Ms. Powell to the Museum Trust Authority board. They are keen to serve the community and share a love of history. They have all expressed interest in furthering the museum's mission and service to the community.

IV. RECOMMENDED ACTION

Councilman Sherrick and I recommend the appointment of Dr. Koehn, Mr. Nettles, and Ms. Powell to the Bartlesville Library Board.

From: Elaine Banes

To: "msgus@bartlesville.com"; Kiley N. Roberson; Caitlyn Kraemer; Tim Sherrick; Trevor Dorsey; Aaron Kirkpatrick

Cc: CVB Visit; Cindy Yell; Valarie Hulse

Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Date: Monday, October 20, 2025 9:44:39 AM

Attachments: <u>image001.png</u>

Good morning,

Please see the application below for your consideration when an opening is available on any of these committees.

Thank you,

Elaine Banes

Executive Assistant

City of Bartlesville

401 S. Johnstone Swe.

Bartlesville, OK 74003

918-338-4282



From: City of Bartlesville <ian@bitbrilliant.com>

Sent: Friday, October 17, 2025 11:52 PM

To: Elaine Banes <rebanes@cityofbartlesville.org>

Subject: New submission from Application for City Boards, Commissions, Committees & Trust

Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Bartlesville Convention & Visitors Bureau
- Bartlesville History Museum Trust Authority
- Bartlesville Library Trust Authority
- Community Center Trust Authority

Library Board

Name

Terry Koehn

Residential Address

3000 Monticello Ct Bartlesville, Oklahoma 74006 Map It

Work Phone

(918) 336-3361

Cell Phone

(580) 483-6822

Email

tkoehn@bartlesvilleunited.com

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

I have served on numerous boards and committees in a variety of roles, including chairing, in community volunteer and professional settings.

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

Community: Library discussion groups in several places, including Lawton, Ok. Chamber of Commerce posts in Pond Creek, Ok. Community Garden steering in Lawton and Elk City, Ok. Bond Issue advisory group in Marlow, Ok. Kiwanis Board, incl president, Elk City, Ok.

Professional: District Superintendent, NE Okla, for the Oklahoma Conference of The United Methodist Church. Too many other agency and committee posts to list here in the past 30 years as a UMC pastor.

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

I desire to serve the common good in any setting I'm asked to serve with.

 From:
 Elaine Banes

 To:
 Kiley N. Roberson

 Cc:
 Cindy A. Yell

Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Date: Wednesday, October 30, 2024 9:05:57 AM

Attachments: <u>image001.png</u>

Good morning,

Please see the application below for your consideration.

Thank you,

Elaine Banes

Executive Hssistant

City of Bartlesville

918-338-4282



From: no-reply@bitbrilliant.com <no-reply@bitbrilliant.com>

Sent: Wednesday, October 30, 2024 7:58 AM **To:** Elaine Banes < rebanes@cityofbartlesville.org>

Subject: New submission from Application for City Boards, Commissions, Committees & Trust

Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

Library Board

Name

Lucas Nettles

Residential Address

1025 Meadow Dr. Bartlesville, Oklahoma 74006 Map It

Home Phone

(918) 766-4526

Work Phone

(918) 336-7877

Cell Phone

(918) 766-4526

Email

lucas.nettles@gmail.com

Ward Number

1

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

I'm an avid reader devoted to the importance of library resources in education and personal development. I have 5 children and we spend much time at the library taking advantage of the available resources.

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

I'm currently a board member for The Cottage

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

I would love to see more resources, new resources, and a growing use of our library. I would also like to see more education offerings and community groups at the library.

From: <u>Elaine Banes</u>

To: <u>Kiley N. Roberson; Cindy Yell; Tim Sherrick</u>

Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Date: Tuesday, September 23, 2025 4:18:52 PM

Attachments: <u>image001.png</u>

Good afternoon,

Please see the application below for your consideration. There is an opening at this time.

Thank you.

Elaine Banes

Executive Assistant

City of Bartlesville

401 S., Johnstone Five.

Bartlesville, OK 74003

918-338-4282



From: City of Bartlesville <ian@bitbrilliant.com> **Sent:** Tuesday, September 23, 2025 4:15 PM **To:** Elaine Banes <rebanes@cityofbartlesville.org>

Subject: New submission from Application for City Boards, Commissions, Committees & Trust

Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

• Bartlesville History Museum Trust Authority

Name

Stephanie Powell

Residential Address

2605 Camelot Ct Bartlesville, OK 74006 Map It

Cell Phone

(918) 914-9839

Email

eskpades@yahoo.com

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

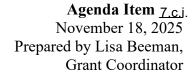
I have a Bachelor of Music Performance degree, and I performed as a volunteer with the Bartlesville Symphony Orchestra for around 19 years. I have always had an interest in architecture and history, so when we travel we always find historical walking tours to enjoy and Frank Lloyd Wright buildings to visit. I worked at ConocoPhillips and then Phillips 66 for a little over 20 years in their IT department, and during the last 8 years I managed groups of 12 - 50 people and with annual budgets up to \$25 million.

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

Green Country Lions Club - 5 years Bartlesville Symphony Orchestra - 19 years Price Tower docent - 3 years

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

Bartlesville has such a rich and interesting history that is quite unique for a town of our size. A lot of great work has already been done as evidenced by the exhibits and books that are available. I believe we need a continued focus on capturing the stories of our history of the town and it's evolution, the buildings and the notable people and events that have shaped us. We live in an increasingly digital world, and I would like to see what information could be made available digitally for history buffs and potential authors. I'm also a big fan of making information available online for area walking tours that might include historic homes and businesses, the Kiddie Park, relics we see along the Pathfinder Parkway, and the surrounding area.





I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2025-2026 appropriating unanticipated revenue in the Restricted Revenues Fund of the Police Department for the use of grant funds from the Oklahoma Department of Emergency Management 9-1-1 Management Authority.

Attachments: Resolution

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville was awarded \$149,745.00 in March of this year from the Oklahoma Department of Emergency Management 9-1-1 Management Authority to update, modify, and correct the 911 data for the whole of Washington County in order to meet Oklahoma State NextGen-911 requirements to comply with the State of Oklahoma's Addressing Standards and Specifications. The City entered into an interlocal agreement with the Washington County Board of Commissions, specifically the Washington County Emergency Management Department, to perform the work required under this grant agreement. This is a reimbursable grant; as such Washington County covers the initial cost of the project and invoices the City for reimbursement. In order to accept this funding and pay the reimbursement to the County, a budget amendment must be approved. The attached resolution authorizes a budget amendment to the Restricted Revenues Fund (243) of the Police Department (270). Approval of this resolution acknowledges receipt of the grant award and authorizes staff to reimburse Washington County for expenses related to the completion of this grant project, not to exceed \$149,745.00.

III. BUDGET IMPACT

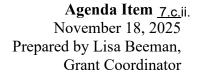
There is no impact to the current budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the budget resolution as presented.

RESOLUTION
A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2025-2026, APPROPRIATING UNANTICIPATED GRANT REVENUE IN THE RESTRICTED REVENUES FUND OF THE POLICE DEPARTMENT FOR THE USE OF GRANT FUNDS FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT 9-1-1 MANAGEMENT AUTHORITY.
WHEREAS , the City of Bartlesville has been awarded unbudgeted grant funding in the amount of \$149,745; and
WHEREAS , the City of Bartlesville needs to appropriate \$149,745 of these revenues prior to their expenditure;
NOW, THERFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA that:
The Restricted Revenues Fund (243) of the Police Department (270) shall be increased as follows:
Professional Services (52410) \$ 149,745.00
APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS FIRST DAY OF DECEMBER, 2025.

		Jim Curd, Mayor
	st:	
City Clerk		





I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2025-2026 appropriating unanticipated revenue in the Restricted Revenues Fund of the Community Development Department for the use of funds from the Bartlesville Redevelopment Trust Authority for the development of a housing plan for the City of Bartlesville.

Attachments: Resolution

II. STAFF COMMENTS AND ANALYSIS

At the November 3, 2025 Council meeting, the Council approved a Professional Services Agreement with TSW in the amount of \$37,500 in order to develop a housing plan for the City of Bartlesville. Funding for this plan was to come from the Bartlesville Redevelopment Trust Authority (BRTA) which was approved by its board at a May 28, 2025 meeting.

In order to accept this funding and pay TRW for their services as per the approved agreement, a budget amendment must be approved. The attached resolution authorizes a budget amendment to the Restricted Revenues Fund (243) of the Community Development Department (180). Approval of this resolution acknowledges receipt of the funding from the BRTA and authorizes staff to pay TRW for their services related to the completion of this housing plan, not to exceed \$37,500.00.

III. BUDGET IMPACT

There is no impact to the current budget.

IV. RECOMMENDED ACTION

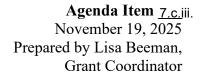
Staff recommends approval of the budget resolution as presented.

RESOLUTION
A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2025-2026, APPROPRIATING UNANTICIPATED GRANT REVENUE IN THE RESTRICTED REVENUES FUND OF THE COMMUNITY DEVELOPMENT DEPARTMENT FOR THE USE OF FUNDS FROM THE BARTLESVILLE REDEVELOPMENT TRUST AUTHORITY TO PREPARE A HOUSING PLAN FOR THE CITY OF BARTLESVILLE.
WHEREAS, the City of Bartlesville has been granted unbudgeted funding in the amount of \$37,500; and
WHEREAS, the City of Bartlesville needs to appropriate \$37,500 of these revenues prior to their expenditure;
NOW, THERFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA that:
The Restricted Revenues Fund (243) of the Community Development Department (180) shall be increased as follows:
Professional Services (52410) \$ 37,500.00
APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS FIRST DAY OF DECEMBER, 2025.

Attest:

City Clerk

Jim Curd, Mayor





I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2025-2026 appropriating unanticipated revenue in the Special Library Fund of the Library Department for the use of funds from the Oklahoma Department of Libraries Library Services and Technology Act.

Attachments: Resolution

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville was awarded \$5,000.00 from the Oklahoma Department of Libraries Library Services and Technology Act to continue health and wellness programs offered by the Bartlesville Public Library. In order to accept this funding utilize this funding, a budget amendment must be approved. The attached resolution authorizes a budget amendment to the Special Library Fund (208) of the Library Department (421). Approval of this resolution acknowledges receipt of the grant award and authorizes staff to utilize the funds as per the approved contract.

III. BUDGET IMPACT

There is no impact to the current budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the budget resolution as presented.

RESOLUTION
A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2025-2026, APPROPRIATING UNANTICIPATED GRANT REVENUE IN THE SPECIAL LIBRARY FUND OF THE LIBRARY DEPARTMENT FOR THE USE OF FUNDS FROM THE OKLAHOMA DEPARTMENT OF LIBRARY SERVICES AND TECHNOLOGY ACT.
WHEREAS , the City of Bartlesville has been awarded unbudgeted grant funding in the amount of \$5,000; and
WHEREAS , the City of Bartlesville needs to appropriate \$5,000 of these revenues prior to their expenditure;
NOW, THERFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA that:
The Special Library Fund (208) of the Library Department (421) shall be increased as follows:
Other Services (52510) \$ 5,000.00
APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS FIRST DAY OF DECEMBER, 2025.

Attest:

Jason Muninger, CFO/City Clerk

James S. Curd, Jr., Mayor



Agenda Item: 7.d.i.

Date: 11/14/2025 Prepared by: Chief Call

Department: Fire

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consent Docket – Contract/Agreement amendment/supplement for Vector Solutions/Target Solutions contract. Addition of Schedule A – Additional Services.

Attachments: Schedule A – Additional Services Agreement.

II. STAFF COMMENTS AND ANALYSIS

This is an add-on to our current contract with Vector Solutions/Target Solutions for the addition of Vector Scheduling. Vector Scheduling will be used as our new time entry/management system for payroll moving forward and will replace ESO Scheduling.

III. BUDGET IMPACT

\$6,942.25 – first year. \$2,746.25 after that as it will replace our current scheduling software.

IV. RECOMMENDED ACTION

Contract/Agreement has been reviewed and approved to form by the City Attorney. Staff recommends approval of the contract/agreement.





Date: Thursday, November 20, 2025

Contact Name Mike Hangen

Schedule A - Additional Services

This Contract Revision Form supplements and amends Schedule A to the Client Agreement signed on 2024-10-09 between the Vector Solutions entity and the Client named below as of the Effective Date. (Contract Revision Order No. 1 Effective Date)

Client Information

Client Name: Bartlesville Fire Department (OK)

Address:

Address:
401 S. Johnstone Ave.
Bartlesville, OK 74003

Primary Contact Name:
H.C. Call

Primary Contact Phone:
19184409937

Amendment Effective Date

Start Date:	
01/01/2026	

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: H.C. Call			
Billing Address: 401 S. Johnstone Ave. Bartlesville, Oklahoma 74003	Billing Phone: 19184409937		
Billing Email: hcall@cityofbartlesville.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Prorated Fee(s) - Effective 01/01/2026

Product Code	Product Name	Former Product Name	Description	Existing Qty	Additional Qty	Total Qty	Prorated Price – Additional Qty	Prorated Sub Total
TSSCH	Vector Scheduling		Vector Scheduling for web and mobile		75	75	\$77.59	\$5,819,25
TSSCHMF	Vector Scheduling - Maintenance Fee		Annual maintenance of Vector Scheduling		1	1	\$122,36	\$122,36

Grand Total:

\$5,941.61

Annual Fee(s) for - Renewal Contract Start Date 09/30/2026

Product Code	Product Name	Former Product Name	Description	Qty	Annual Price	Annual Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Formerly TargetSolutions Premier Membership Platform	Training management for public entities and professionals	75	\$109,15	\$8,186.25
TSMAINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Formerly Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$435,00	\$435,00
TSSCH	Vector Scheduling		Vector Scheduling for web and mobile	75	\$104,00	\$7,800,00
TSSCHMF	Vector Scheduling - Maintenance Fee		Annual maintenance of Vector Scheduling	1	\$164.00	\$164.00

Grand Total:

\$16,585.25

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions 4890 W. Kennedy Blvd, Suite 300 Tampa, FIL 33609

Bartlesville Fire Department (OK) 401 S. Johnstone Ave. Bartlesville, OK 74003

By:	Ву:
Printed Name: Kegan Konrady	Printed Name: <u>H.C. Call</u>
Title: <u>Vice President of Sales</u>	Title: Fire Chief
Date	Date:



Agenda Item <u>7.d.ii.</u>
December 1, 2025
Prepared by Kiley Roberson, Director
Library

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to adopt a new contract with BTC Broadband for internet service. The original contract was signed in February 2024, and this the first of four potential yearly renewals. The service is paid with federal and state E-rate funds.

Attachments:

BTC Broadband Business Services Agreement

II. STAFF COMMENTS AND ANALYSIS

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

The original contract was signed in February 2024, and this the first of four potential yearly renewals.

III. RECOMMENDED ACTION

Staff is recommending approval of the BTC Broadband Business Services Agreement.





Internet Renewal

FY2026-27

Prepared Exclusively for Bartlesville Public Library



Robby Scott

Account Executive

(918) 366-0222 | rscott@mybtc.com

11134 S Memorial Drive, Bixby, OK 74008 | BTCBroadband.com









Business Services Agreement

Robby Scott, BTC Broadband

11134 S Memorial Drive, Bixby, OK 74008 Phone: 918-366-0222 402 S Dewey, Bartlesville, OK 74003 Fax: 918-364-3022 Bartlesville BTC Broadband Spin #: 143031484 Contract: **Public Library**

Customer Information

Name:

Bartlesville Public Legal Company Name: 600 S Johnstone Ave Billing Address:

Library

Street Address: 600 S Johnstone Ave City/State/Zip: Bartlesville, OK 74003

City/State/Zip: Bartlesville, OK 74003 Federal Tax ID: 73-6005078

Authorized Customer Contact Information

Kiley Roberson Phone: 918-338-4161 Fax: 918-337-5338

knroberson@cityofbartlesville.org BTC Acct. #: Email: 318348

BTC Services: Category 1 Internet

Bartlesville Public Library - Agreement: 999-999-6260

Qty	Description	Term (Months)	Monthly Recurring	Non Recurring	Total Monthly Recurring
1	Dedicated Fiber Optic 500x500	48	\$850.00	\$0.00	\$850.00
1	Static IP Block - /28 IPv4	48	\$0.00	\$0.00	\$0.00
				\$0.00	\$850.00

Terms & Conditions

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

Customer Authorized Signature	BTC Authorized Signature		
Printed Name:	BTC Name:	Scott Lowry	
Title:	Title:	CEO	
Date	Date		







Addendum to Contract Terms & Conditions

Term and Renewals: The term of the Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year ("Initial Term"), subject to extensions permitted below. The parties intend for the Term hereof to begin on or about July 1, 2026, but regardless of when the first year of the Term actually commences, the first year of the Term shall expire upon June 30, 2027, with each successive one-year renewal Term to expire on the following June 30th. Upon expiration of the Initial Term Customer shall have the right to extend this Agreement for four (4) additional one (1) year Terms, each exercisable upon notice of Customer or by mutual ratification of the parties. For each one-year renewal Term, Customer agrees to use good faith and commercially reasonable efforts to secure budget appropriations for the Services under this Agreement. If, at any time during the Term hereof, Customer does not receive the necessary budget appropriations for this Agreement, despite its good faith efforts to obtain such appropriations, Customer may, at its option, terminate this Agreement by providing written notice to BTC Broadband along with reasonable documentation substantiating such failure. Upon BTC Broadband's receipt of such notice, this Agreement shall terminate without liability to Customer (except that Customer will be required to pay for all Services rendered through the date of termination and shall also reimburse BTC Broadband for the construction costs, if any, still unamortized upon the date of termination), and BTC Broadband may disconnect Services. Upon expiration of the Term and the extensions set forth above, the Agreement shall automatically renew and continue in effect on a month-to-month basis ("Renewal Terms") until terminated by either party on thirty (30) days prior written notice. The Initial Term and Renewal Terms may collectively be referred to as the "Term".

Customer Authorized Signature	BTC Authorize	BTC Authorized Signature		
Printed Name:	BTC Name:	Scott Lowry		
Title:	Title:	CEO		
Date	Date			



Agenda Item 7.d.iii.

December 1, 2025

Prepared by Kiley Roberson

Library

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve a contract between the City of Bartlesville/Bartlesville Public Library Literacy Services and the Oklahoma Department of Libraries.

Attachments: Health Literacy Grant Contract No: F-26-072

Certification

Statement of Assurances and Certifications

Claim Form

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Public Library is proud to receive this grant again this year. These grant monies enable the Literacy Department to schedule and coordinate a variety of health and wellness programs for the Bartlesville Community. There are weekly exercise classes including Tai Chi, Cheerfit, Foam Roll & Stretch, Zumba, Dance & Define, Rev + Flow, and Pound.

The Literacy department also uses this grant to fund a variety of cooking demonstrations, mental & physical health discussions, and nutrition programs.

III. RECOMMENDED ACTION

Staff recommends City Council approval of this contract.





Library Name: Bartlesville Public Library Literacy Services

Statement of Assurances and Certifications for 2025 Grant

As a Federal agency, the Institute of Museum and Library Services (IMLS) is required to obtain certifications from all applicants, including certifications regarding Nondiscrimination, Debarment and Suspension, Federal Debt Status, and Drug-Free Workplace. Applicants requesting more than \$100,000 in grant funds must also certify regarding lobbying activities and may be required to submit a "Disclosure of Lobbying Activities" form (Standard Form LLL).

The Oklahoma Department of Libraries (ODL), a State Library Administrative Agency (SLAA) receiving Library Services and Technology Act (LSTA) funding under 20 U.S.C. § 9121 et seq., must comply with applicable statutes and regulations, including but not limited to those cited below. To receive Federal assistance, ODL must provide this signed Statement of Assurances and Certifications to IMLS. ODL further provides assurances that it will include, as applicable, the language of the assurances and certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

The undersigned authorized representative, on behalf of the subaward applicant ("applicant" or "Library"), assures and certifies that, should a Federal award be made, the applicant will comply with the statutes outlined below and all related IMLS regulations (for example, see 2 C.F.R. Parts 3185–3187 and 45 C.F.R. Parts 1105–1184).

These assurances are given in connection with any and all financial assistance from IMLS after the date this form is signed but may include payments after this date for financial assistance approved prior to this date. These assurances shall obligate the applicant for the period during which the Federal financial assistance is extended. The applicant recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in these assurances and that the United States Government and/or ODL has the right to seek judicial enforcement of these assurances, which are binding on the applicant, its successors, transferees, and assignees, and on the authorized representative whose signature appears on the application form.

Internet Safety

The authorized representative, on behalf the Library, in compliance with 20 U.S.C. § 9134(f), assures that no funds made available under the Grants to States Program for a public library that does not receive E-Rate services will be used to purchase computers used to access the Internet, or to pay for the direct costs of accessing the Internet, unless the Library has certified compliance with the Children's Internet Protection Act (CIPA) requirements.

Federal Funding Accountability and Transparency Act

The authorized representative, on behalf of the Library, agrees to take any actions necessary for ODL to maintain compliance with the Federal Funding Accountability and Transparency Act of 2006 (FFATA or Transparency Act)(Pub. L. 109-282), as amended by the Digital Accountability and Transparency Act of 2014 (Pub. L. 113-101) and other Public Laws (implemented at 2 C.F.R. Part 170). In particular, this means ODL is required to report on subawards and executive compensation. With respect to FFATA, ODL agreed that it will comply with the award term in Appendix A. The ODL further provides assurances that it will comply with

all other applicable Federal statutes and regulations and OMB circulars in effect for the periods for which it receives grant funding.

Nondiscrimination

The authorized representative, on behalf of the Library, certifies that the Library will comply with the following nondiscrimination statutes and their implementing regulations:

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000a et seq., which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Executive Order Number 13166, the applicant must take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to the applicant's programs, see Institute of Museum and Library Servs.; Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 68 Fed. Reg. 47099 (Aug. 7, 2003))¹;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq., including § 794, which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R. Part 1181 in determining compliance with Section 504 as it applies to recipients of Federal assistance)²;
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of sex in education programs;
- The Age Discrimination in Employment Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age; and
- The requirements of any other nondiscrimination statute(s) which may apply to the application.

Debarment and Suspension

The Library will comply with 2 C.F.R. Part 3185 and 2 C.F.R. Part 180, as applicable. The authorized representative, on behalf of the Library, certifies to the best of his or her knowledge and belief that neither the Library nor any of its principals for the ODL LSTA Five-Year Plan:

- 1. are presently excluded or disqualified;
- 2. have been convicted of, or have a civil judgment rendered against you for, any of the offenses listed in 2 C.F.R. § 180.800(a) within the preceding three years;
- 3. are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- 4. have had one or more public transactions (Federal, state, or local) terminated within the preceding three years for cause or default.

Where the Library is unable to certify to any of these statements, the authorized representative, on behalf of the applicant, shall attach an explanation to the application.

The Library is required to comply with 2 C.F.R. Part 180, subpart C (Responsibilities of Participants

¹ See "IMLS Guidance – Reaching Persons with Limited English Proficiency" https://www.imls.gov/sites/default/files/limitedenglishproficiency.pdf.

 $^{^2 \ \} See "IMLS \ Guidance-Making \ Museums \ and \ Libraries \ More \ Accessible" \\ \underline{https://www.imls.gov/sites/default/files/making-museums-libraries-more-accessible.pdf}.$

Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The Library is also required to communicate the requirement to comply with 2 C.F.R. Part 180 (Subpart C) (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to any persons with whom the applicant enters into covered transactions.

As noted in the preceding paragraph, applicants who plan to use IMLS awards to fund contracts should be aware that they must comply with the communication and verification requirements set forth in the above Debarment and Suspension provision.

Federal Debt Status

The authorized representative, on behalf of the Library, certifies to the best of his or her knowledge and belief that the applicant is not delinquent in the repayment of any Federal debt, including but not limited to unpaid Federal tax liability.

Drug-Free Workplace

The authorized representative, on behalf of the Library, certifies, as a condition of the award, that the Library will or will continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. Part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the Library must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 3186, which adopts the Governmentwide implementation (2 C.F.R. Part 182 of Sections 5152–5158 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101–8106). This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents kept on file in the recipient's offices) all known workplaces under Federal awards.

Trafficking in Persons

The authorized representative, on behalf of the Library, certifies, as a condition of the award, that the applicant will comply with the trafficking in persons requirements that are set out in **Appendix B**.

Prohibitions Against Lobbying, Publicity, and Propaganda

In accordance with Federal appropriations law, no IMLS funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government. No IMLS funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress or any State government, State legislature, or local legislature or legislative body.

Certification Regarding Lobbying Activities

(Applies to applicants requesting funds in excess of \$100,000, see 31 U.S.C. § 1352.)

The authorized representative, on behalf of the Library, certifies, to the best of his or her knowledge and belief, that:

1. no Federally appropriated funds have been paid or will be paid, by or on behalf of the

- authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. if any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
- the authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Criminal Disclosures and Reporting of Matters Related to Recipient Integrity and Performance

An applicant for, recipient, or subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, IMLS's Office of the General Counsel, ODL, and pass-through entity (if applicable) (2 C.F.R. § 200.113 and 2 C.F.R. Part 3185.)

1. The authorized representative, on behalf of the Library, certifies that, as part of its award and as applicable, it will comply with Award Term for Recipient Integrity and Performance Matters attached hereto as **Appendix C**.

Acknowledgement of IMLS Support

All materials publicizing or resulting from grant activities must contain an acknowledgement of IMLS support, unless IMLS advises otherwise. This includes invitations, brochures, and signage; audio/video programming for radio, television, or web broadcast; and websites, social media, PowerPoint presentations, and email announcements. (See Grantee Communications Kit, available at www.imls.gov, for specific guidance.)

The type of recognition varies according to the type of activity. Please use the following guidelines for acknowledgment:

- Written materials must include a credit line indicating IMLS as a source of support.
- Graphic items such as posters or brochures should include the IMLS logo (see Grantee

<u>Communications Kit</u>, available at <u>www.imls.gov</u>) displayed in accordance with the <u>Logo</u> Standards Guide.

- Online products, digital publications, and websites should include links to the IMLS website, www.imls.gov.
- Audio/video broadcasts must include a tagline indicating IMLS as a source of support. Video broadcasts should display the IMLS logo.

In materials that contain or present substantive project content, such as an exhibition, article, catalogue, or other publication; video documentary; or online exhibition or website, the acknowledgment must also include the following statement:

"The views, findings, conclusions or recommendations expressed in this [publication/program/exhibition/website/article] do not necessarily represent those of the Institute of Museum and Library Services or the U.S. Government."

If you have any questions about whether your product requires this statement, contact ODL.

Acknowledgement of Federal Support

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving IMLS-appropriated funding, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

- 1. the percentage of the total costs of the program or project which will be financed with Federal money;
- 2. the dollar amount of Federal funds for the project or program; and
- 3. the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Whistleblower Protections

In accordance with 2 CFR 200.217 Whistleblower protections, an employee of a recipient of LSTA funding must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The LSTA funding subrecipient must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See 2 CFR 200.217 Whistleblower protections.

General Certification

The authorized representative, on behalf of the Library, certifies that the Library will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Certifications Required for Certain Projects

The following certifications are required if applicable to the project for which an application is being submitted. Applicants should be aware that additional Federal certifications, not listed below, might apply to a particular project.

Native American Human Remains and Associated Funerary Objects

The authorized representative, on behalf of the Library, certifies that the Library will comply with the provisions of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. § 3001 et seq.), which applies to any organization that controls or possesses Native American human remains, associated funerary objects and/or cultural items and which receives Federal funding, even for a purpose unrelated to the Act.

Historic Properties

The authorized representative, on behalf of the Library, certifies that the Library will assist the awarding agency in ensuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306101, Executive Order Number 11593, and any related applicable preservation laws.

Environmental Protections

The authorized representative, on behalf of the Library, certifies that the Library will comply with environmental standards, including the following:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.) and Executive Order Number 11514;
- Notification of violating facilities pursuant to Executive Order Number 11738;
- Protection of wetlands pursuant to Executive Order Number 11990, as amended by Executive Order Number 12608;
- Evaluation of flood hazards in floodplains in accordance with Executive Order Number 11988, as amended (see Executive Order No. 12148);
- Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. § 1451 et seq.);
- Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1990, as amended, 42 U.S.C. § 7401 et seq.);
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f et seq.); and
- Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531 et seq.).

The authorized representative, on behalf of the Library, certifies that the project will comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. § 1271 et seq.), related to protecting components or potential components of the national wild and scenic rivers system.

The authorized representative, on behalf of the Library, certifies that the Library will comply with the flood insurance purchase requirements of the National Flood Insurance Act of 1968, as amended, and the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4001 *et seq.*, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more, or as otherwise designated.

Research on Human Subjects

The authorized representative, on behalf of the Library, certifies that the Library will comply with 45 C.F.R. Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

Research on Animal Subjects

The authorized representative, on behalf of the Library, certifies that the Library will comply with the Animal Welfare Act of 1966, as amended, 7 U.S.C. § 2131 et seq.), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

Acknowledgement and Signature

These assurances and certifications are provided in connection with any and all financial assistance from IMLS after the date this form is signed. This includes payments after such date for financial assistance approved before such date. The Library recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States and/or ODL shall have the right to seek judicial enforcement of this Statement of Assurances and Certifications. These assurances and certifications are binding on the Library, its successors, transferees, and assignees, and on the Authorized Certifying Official whose signature appears below.

The undersigned further provides assurances that it will include, as applicable, the language of the assurances and certifications in all subawards and that all subcontractors or subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

Signature of Authorized Certifying Official	Date
Jim Curd, Jr., Mayor	
Authorized Certifying Official Name and Title (Print)	

APPENDIX A

Reporting Subaward and Executive Compensation

The subrecipient must comply with Federal law pertaining to reporting subawards and executive compensation information, Federal Funding Accountability and Transparency Act of 2006, (Pub. L. 109-282), as amended by the Digital Accountability and Transparency Act of 2014 (Pub. L. 113-101) and other Public Laws, hereafter referred to as the "Transparency Act".

Accordingly, IMLS includes the following award term from Appendix A to 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information) in each award to a non-Federal entity under which the total funding is anticipated to equal or exceed \$30,000 or more in Federal funding at any time during the project or program period.

- I. Reporting Subawards and Executive Compensation
 - (a) Reporting of first-tier subawards
 - (1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.
 - (2) Reporting Requirements.
 - (i) The recipient must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
 - (ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
 - (b) Reporting total compensation of recipient executives for entities
 - (1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
 - (i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;
 - (ii) in the preceding fiscal year, the recipient received:
 - (A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

- (2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
 - (i) As part of the recipient's registration profile at https://www.sam.gov.
 - (ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)
- (c) Reporting of total compensation of subrecipient executives
 - (1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph
 - (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 - (i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;
 - (ii) In the subrecipient's preceding fiscal year, the subrecipient received:
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the
 - U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
 - (2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
- (d) Exemptions.
 - (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:
 - (i) Subawards, and
 - (ii) The total compensation of the five most highly compensated executives of any subrecipient.
- (e) Definitions.

For purposes of this award term: *Entity* includes:

- (1) Whether for profit or nonprofit:
 - (i) A corporation;
 - (ii) An association;
 - (iii) A partnership;
 - (iv) A limited liability company;
 - (v) A limited liability partnership;
 - (vi) A sole proprietorship;
 - (vii) Any other legal business entity;
 - (viii) Another grantee or contractor that is not excluded by subparagraph (2); and
 - (ix) Any State or locality;
- (2) Does not include:
 - (i) An individual recipient of Federal financial assistance; or
 - (ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position. Subaward has the meaning given in <u>2 CFR 200.1</u>.

Subrecipient has the meaning given in 2 CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in <a href="https://doi.org/10.1007/j.csp.10.2007/j.

(See Appendix A to 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information) for more information.)

APPENDIX B

Award Term for Trafficking in Persons

The recipient must comply with Federal law pertaining to trafficking in persons. Under 22 U.S.C. § 7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency under which funds are to be provided to a private entity shall include a condition that authorizes the Federal agency (IMLS) to terminate the grant, contract, or cooperative agreement, or take other authorized actions if the recipient or any subrecipient, or the contractor or any subcontractor, engages in, or uses labor recruiters, brokers, or other agents who engage in trafficking in persons, the procurement of a commercial sex act, the use of forced labor, or acts that directly support or advance trafficking in persons. 2 C.F.R. Part 175 requires IMLS to include the following award term, which is made a part of this Statement of Assurances and Certifications:

(a) Provisions applicable to a recipient that is a private entity.

- (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
 - (i) Severe forms of trafficking in persons;
 - (ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
 - (iii) The use of forced labor in the performance of this award or any subaward; or
 - (iv) Acts that directly support or advance trafficking in persons, including the following acts:
 - (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
 - (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - (D) Charging recruited employees a placement or recruitment fee; or
 - (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- (2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
 - (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
 - (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or

(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by IMLS at 2 C.F.R. Part 3185.

(b) Provision applicable to a recipient other than a private entity.

- (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by <u>22 U.S.C. 7104b(c)</u>, without penalty, if a subrecipient that is a private entity under this award:
 - (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
 - (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in <u>2 CFR part 180</u>, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by IMLS at 2 C.F.R. Part 3185..

(c) Provisions applicable to any recipient.

- (1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
- (2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
 - (i) Implements the requirements of <u>22 U.S.C. 78</u>, and
 - (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
- (3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
- (4) If applicable, the recipient must also comply with the compliance plan and certification requirements in <u>2 CFR 175.105(b)</u>.

(d) *Definitions*. For purposes of this award term:

Employee means either:

- (1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities,

Indian Tribes, local governments, or states as defined in <u>2 CFR</u> <u>200.1</u>.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX C

Award Term and Condition for Recipient Integrity and Performance Matters

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

- (1) You must submit the required information about each proceeding that—
 - (i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - (ii) Reached its final disposition during the most recent five-year period; and
 - (iii) Is one of the following—
 - (A) A criminal proceeding that resulted in a conviction;
 - (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (D) Any other criminal, civil, or administrative proceeding if—
 - (1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
 - (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
- (c) **Reporting Procedures.** Enter the required information in *SAM.gov* for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.
- (d) **Reporting Frequency**. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not

reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding)

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CONTRACT

BETWEEN OKLAHOMA DEPARTMENT OF LIBRARIES AND CITY OF BARTLESVILLE

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and City of Bartlesville, a municipal government (Subrecipient) (collectively known herein as the "Parties").

II. TERM OF THE CONTRACT

This Contract shall begin on the date of execution and shall terminate on October 15, 2026.

- a. In the event the Subrecipient fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Subrecipient, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law. This Contract may be terminated without cause by either party upon thirty (30) days written notice to the other party, or in accordance with the provisions set forth herein.
- b. The Parties of this contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

III. OBLIGATIONS OF THE SUBRECIPIENT

The Subrecipient shall render diligently and competently the services indicated, and in the manner set forth herein, which shall be binding on the Parties.

The Subrecipient shall:

- a. Use grant funds to achieve the goals and outcomes described in the approved project proposal.
- b. Partner with a minimum of one community organization in the implementation of grant activities.
- b. Publicize the grant, partnerships, and project activities across a minimum of three formats and/or community partners. Include acknowledgements using the provided language on any publications or presentations resulting from participation in the grant.
- c. Collect participant feedback of gains in knowledge and understanding using the survey provided in each program offered throughout this grant.
- d. Exchange ideas and best practices through engaging in meetings hosted by the Department.
- e. Agree to the LSTA Certifications and Assurances. A signed copy must be on file at the Department.
- f. Complete all project activities and expend grant funds by August 31, 2026.
- g. Submit a final project report by September 18, 2026. The final report will include a Narrative, Programs and Statistics Report, and Expenditure Report. The following items should be collected for inclusion in the final report:
 - i. a minimum of two photos, flyers, or newspaper articles reflecting the project activities; and

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ii. a minimum of one quote from a participant of the project activities.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Approve the proposal, provide a contract, *LSTA Certifications and Assurances*, and claim form to the Subrecipient.
- b. Process grant payment to the Subrecipient upon receipt of a notarized claim form.
- c. Provide a means for Subrecipients to network and exchange information.
- d. Provide technical assistance and resources as needed.
- e. Review and approve the Final Report.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **Five Thousand Dollars** (\$5,000.00) to carry out project activities as detailed in the approved proposal. Funding is provided by the Library Services and Technology Act through the Institute of Museum and Library Services.

- a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract.
- b. Grant funds may not be used for entertainment, refreshments, or giveaways.
- c. Any deviations from the approved budget must be approved by the Department in writing.
- d. Subrecipient will sign, notarize, and submit to the Department a claim form not later than December 20, 2025. Failure to timely submit said notarized claim form may result in non-payment of the request.
- e. Payment will be made via electronic deposit within 45 days of receipt of the notarized claim form and the availability of federal funds.

VI. GENERAL PROVISIONS

a. Notices

Any notices to be given herein shall be sent by depositing such notice with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Notice shall be deemed effective upon receipt or refusal of delivery. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

ODL – State Records Center Attn: Katherine Witzig 426 E Hill Street Oklahoma City, OK 73105

As to the Subrecipient:

Bartlesville Public Library Literacy Services Attn: Cheryl Dorris 600 South Johnstone Avenue Bartlesville, OK 74003

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b. No Grant of Authority

Nothing herein shall be construed as conferring upon Subrecipient the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Subrecipient agrees not to assume or incur any such liability without the prior written consent of the Department.

c. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

d. Liability

The Department shall not be liable for any injuries or damages to persons or property resulting from acts or omissions of the Subrecipient, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

e. Accident or Illness

The Subrecipient agrees that any accident or illness during the performance of this Contract will not be the responsibility of the Department and in no way holds the Department liable for such accident or illness.

f. Understanding Terms

The Parties hereto have read and fully understand the terms of this Contract and the *LSTA Certifications and Assurances* and agree to be bound by the same.

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for a period of three (3) years after the last State Program Report for the Oklahoma LSTA 5-Year Plan 2023-2027 is submitted, or until January 29, 2032, whichever is later.

Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Subrecipient's premises during normal business hours at no additional cost. The Subrecipient further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. Subrecipient is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following the completion or termination of this Contract. If a claim, audit,

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litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained 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 retention period, whichever is later.

VIII. VENUES AND APPLICABLE LAW

If any legal action is taken to enforce the terms of this contract, the Parties agree that the venue for all legal action is Oklahoma County, Oklahoma. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IX. ADDITIONAL REQUIREMENTS

- a. It is expressly agreed that the Subrecipient under this contract is an independent entity and under no circumstances shall any owners, officers, employees or volunteers of the Subrecipient be considered employees of the Department or the State of Oklahoma. The Subrecipient is responsible for all types of claims due to its volunteers, employees, or any third parties. The Subrecipient will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Subrecipient's, or any of the Subrecipient's employees' or volunteers' performance, including, but not limited to, the use of automobiles or other transportation.
- b. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of the Subrecipient under this contract, including, but not limited to, the rules and guidance as applicable found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR § 200 and 2 CFR § 3187.
- c. All publicity related to the grant award must include acknowledgment of the Institute of Museum and Library Services in accordance with IMLS Acknowledgement Requirements and the Oklahoma Department of Libraries. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient shall provide the Department with one set of all public relations materials produced under this grant with the Final Report, with the submission of invoices and receipts, or upon request.
- d. The Department may terminate this Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such inefficiency, Subrecipient will be provided at least fifteen (15) calendar days' written notice of termination. The determination by the Department of insufficient funding shall be accepted by, and shall be final and binding on, the Subrecipient. Subrecipient shall immediately comply with notice terms upon receipt of notice and shall take all necessary steps to minimize the incurrence of costs affected by the notice. If an order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve the obligation to pay for the product or service, but there shall not

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be any liability for further payments or damages caused by or associated with such termination. The Department's exercise of its right to terminate under this provision shall not be considered a default or breach under the Contract or relieve the Subrecipient of any liability for claims arising under this Contract.

- e. In the event the Subrecipient does not comply with the terms of this contract, including the timetable, budget, and objectives, the Subrecipient will be given written notification of such noncompliance by the Department. The Subrecipient may appeal for reconsideration by providing the Department written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of any items purchased under this contract for reassignment to other programs and projects.
- f. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.
- g. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Subrecipient is for the sole benefit of the Subrecipient and is not a solicitation for, or receipt of, funds for the Department.
- h. The Subrecipient acknowledges that the Department is subject to the Oklahoma Open Records Act set forth at 51 O.S. § 24A.1 *et seq.* The Subrecipient also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act are required.
- i. The Subrecipient may not subcontract or assign any duties herein without the express written consent of the Department.

X. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

XI. ENTIRE CONTRACT

This instrument, consisting of six pages, and including the *LSTA Certifications and Assurances* as incorporated herein, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract, if any, have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

The Subrecipient affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

Contract No: F-26-072

HEALTH PO430_3601 Page 6 of 6

The Subrecipient certifies that neither the Subrecipient, nor anyone subject to the Subrecipient's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said Contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Subrecipient and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

On behalf of the Subrecipient:	On behalf of the Department:
Kiley Roberson, Director Typed name and title of signor	Natalie Currie, Executive Director
Signature	
Date	Date
Jim Curd, Jr. Typed name of Authorizing Official	
Mayor Title	
Signature	
Date	
USE BY THE OKLAHOMA DEPARTMENT OF LIBRARIES irances: CIVENG 400-25 is encumbered for this Contract	
Officer: Katherine Witzig Officer: Tara McClerk (Nov. 6. 2025, 15:27:24 (ST)	Date: Nov 6, 2025 Nov 6, 2025



Natalie Currie Director



Subrecipient Name: Bartlesville Public Library Literacy Services
Grant: FFY25 HEALTH
Payment Request
"I certify to the best of my knowledge and belief that the information provided is true, complete,
and accurate. I understand that giving false or misleading information—or leaving out
important facts—may result in criminal, civil, or administrative penalties under U.S. law."
Name: <u>Jim Curd, Jr.</u>
Signature:
Date:

OMES FORM				AGENCY BUS				CLAIM OF:				
(Revised 12/201			===		INIT	43000			City of Bartlesville			
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Withholdings				VID. 10031 EOG. 0				Address:	Bartlesville,	OK 740	03	
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the work, services, or materials as shown by this claim have been completed or								Department Supervisor's Approval Signature (If required)				
supplied in accordance with the plans, specifications, orders, requests, and all other terms of the contract. Affiant also states that any refunds represented by this								` ' /				
payment are due. (NOTE: Claimant signature only for payroll withholding refunds)												
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Notary Public (or Cler	k or Ju	udge)									



Agenda Item 7.d.iv.

December 1, 2025

Prepared by Kiley Roberson

Library

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and approve the Citizenship and Civic Engagement Grant contract between the Oklahoma Department of Libraries and the City of Bartlesville/Bartlesville Public Library

Attachments: Contract # F-26-047

Claim Form Certification

II. STAFF COMMENTS AND ANALYSIS

The annual Citizenship and Civic Engagement Grant funds the salary of the Literacy Instructor position. She promotes citizenship and civic engagement by providing resources, information, and training to area residents.

The Citizenship program has helped numerous residents earn US Citizenship, learn English, and learn Spanish. This year one of the English Language Learner (ELL) students achieved statewide recognition with the Learner of the Year Award 2025.

III. RECOMMENDED ACTION

Staff recommends City Council approval of the Citizenship and Civic Engagement Grant.



Natalie Currie Director



Subrecipient Name: Bartlesville Public Library Literacy Services

Grant: FFY25 CIVENG Citizenship									
Payment Request									
"I certify to the best of my knowledge and belief that the information provided is true, complete, and accurate. I understand that giving false or misleading information—or leaving out important facts—may result in criminal, civil, or administrative penalties under U.S. law."									
Name: <u>Jim Curd, Jr.</u> Signature: Date:									

Contract No: F-26-047 CIVENG PO430_3597 Page 1 of 6

CONTRACT

BETWEEN OKLAHOMA DEPARTMENT OF LIBRARIES AND CITY OF BARTLESVILLE

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and City of Bartlesville, a municipal government (Subrecipient), (collectively known herein as the "Parties").

II. TERM OF THE CONTRACT

This Contract shall begin on the date of execution and shall terminate on September 15, 2026.

- a. In the event the Subrecipient fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Subrecipient, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law. This Contract may be terminated without cause by either party upon thirty (30) days written notice to the other party, or in accordance with the provisions set forth herein.
- b. The Parties of this contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

III. OBLIGATIONS OF THE SUBRECIPIENT

The Subrecipient shall render diligently and competently the services indicated, and in the manner set forth herein, which shall be binding on the Parties.

The Subrecipient shall:

- a. Use grant funds to achieve the goals and outcomes described in the approved project proposal.
- b. Publicize the grant, partnerships, and project activities across a minimum of three formats and/or community partners. Include acknowledgements using the provided language on any publications or presentations resulting from participation in the grant.
- c. Collect participant feedback of gains in knowledge and understanding using the survey provided in each program offered throughout this grant.
- d. Exchange ideas and best practices through engaging in meetings hosted by the Department.
- e. Agree to the LSTA Certifications and Assurances. A signed copy must be on file at the Department.
- f. Complete all project activities and expend grant funds by July 31, 2026.
- g. Submit a final project report by August 14, 2026. The final report will include a Narrative, Programs and Statistics Report, and Expenditure Report. The following items should be collected for inclusion in the final report:
 - i. a minimum of two photos, flyers, or newspaper articles reflecting the project activities; and
 - ii. a minimum of one quote from a participant of the project activities.

Contract No: F-26-047

CIVENG PO430_3597 Page 2 of 6

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Approve the proposal, provide a contract, *LSTA Certifications and Assurances*, and claim form to the Subrecipient.
- b. Process grant payment to the Subrecipient upon receipt of a notarized claim form.
- c. Provide a means for Subrecipients to network and exchange information.
- d. Provide technical assistance and resources as needed.
- e. Review and approve the Final Report.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **Eleven Thousand One Hundred Seventy-Seven Dollars and Fifty-Three Cents (\$11,177.53)** to carry out project activities as detailed in the approved proposal. Funding is provided by the Library Services and Technology Act through the Institute of Museum and Library Services.

- a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract.
- b. Grant funds may not be used for entertainment, refreshments, or giveaways.
- c. Any deviations from the approved budget must be approved by the Department in writing.
- d. Subrecipient will sign, notarize, and submit to the Department a claim form not later than December 20, 2025. Failure to timely submit said notarized claim form may result in non-payment of the request.
- e. Payment will be made via electronic deposit within 45 days of receipt of the notarized claim form and the availability of federal funds.

VI. GENERAL PROVISIONS

a. Notices

Any notices to be given herein shall be sent by depositing such notice with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Notice shall be deemed effective upon receipt or refusal of delivery. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

ODL – State Records Center Attn: Katherine Witzig 426 E Hill Street Oklahoma City, OK 73105

As to the Subrecipient:

Bartlesville Public Library Literacy Services Attn: Cheryl Dorris 600 South Johnstone Bartlesville, OK 74003

Contract No: F-26-047 CIVENG PO430_3597 Page 3 of 6

b. No Grant of Authority

Nothing herein shall be construed as conferring upon Subrecipient the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Subrecipient agrees not to assume or incur any such liability without the prior written consent of the Department.

c. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

d. Liability

The Department shall not be liable for any injuries or damages to persons or property resulting from acts or omissions of the Subrecipient, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

e. Accident or Illness

The Subrecipient agrees that any accident or illness during the performance of this Contract will not be the responsibility of the Department and in no way holds the Department liable for such accident or illness.

f. Understanding Terms

The Parties hereto have read and fully understand the terms of this Contract and the *LSTA Certifications and Assurances* and agree to be bound by the same.

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for a period of three (3) years after the last State Program Report for the Oklahoma LSTA 5-Year Plan 2023-2027 is submitted, or until January 29, 2032, whichever is later.

Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Subrecipient's premises during normal business hours at no additional cost. The Subrecipient further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. Subrecipient is required to retain records relative to the Contract for the duration of the Contract and

Contract No: F-26-047 CIVENG PO430_3597

Page 4 of 6

for a period of seven (7) years following the completion or termination of this Contract. If a claim, audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained 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 retention period, whichever is later.

VIII. VENUES AND APPLICABLE LAW

If any legal action is taken to enforce the terms of this contract, the Parties agree that the venue for all legal action is Oklahoma County, Oklahoma. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IX. ADDITIONAL REQUIREMENTS

- a. It is expressly agreed that the Subrecipient under this contract is an independent entity and under no circumstances shall any owners, officers, employees or volunteers of the Subrecipient be considered employees of the Department or the State of Oklahoma. The Subrecipient is responsible for all types of claims due to its volunteers, employees, or any third parties. The Subrecipient will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Subrecipient's, or any of the Subrecipient's employees' or volunteers' performance, including, but not limited to, the use of automobiles or other transportation.
- b. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of the Subrecipient under this contract, including, but not limited to, the rules and guidance as applicable found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR § 200 and 2 CFR § 3187.
- c. All publicity related to the grant award must include acknowledgment of the Institute of Museum and Library Services in accordance with IMLS Acknowledgement Requirements and the Oklahoma Department of Libraries. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient shall provide the Department with one set of all public relations materials produced under this grant with the Final Report, with the submission of invoices and receipts, or upon request.
- d. The Department may terminate this Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such inefficiency, Subrecipient will be provided at least fifteen (15) calendar days' written notice of termination. The determination by the Department of insufficient funding shall be accepted by, and shall be final and binding on, the Subrecipient. Subrecipient shall immediately comply with notice terms upon receipt of notice and shall take all necessary steps to minimize the incurrence of costs affected by the notice. If an order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination,

Contract No: F-26-047 CIVENG PO430 3597

Page 5 of 6

the termination does not relieve the obligation to pay for the product or service, but there shall not be any liability for further payments or damages caused by or associated with such termination. The Department's exercise of its right to terminate under this provision shall not be considered a default or breach under the Contract or relieve the Subrecipient of any liability for claims arising under this Contract.

- e. In the event the Subrecipient does not comply with the terms of this contract, including the timetable, budget, and objectives, the Subrecipient will be given written notification of such noncompliance by the Department. The Subrecipient may appeal for reconsideration by providing the Department written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of any items purchased under this contract for reassignment to other programs and projects.
- f. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.
- g. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Subrecipient is for the sole benefit of the Subrecipient and is not a solicitation for, or receipt of, funds for the Department.
- h. The Subrecipient acknowledges that the Department is subject to the Oklahoma Open Records Act set forth at 51 O.S. § 24A.1 *et seq.* The Subrecipient also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act are required.
- i. The Subrecipient may not subcontract or assign any duties herein without the express written consent of the Department.

X. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

XI. ENTIRE CONTRACT

This instrument, consisting of six pages, and including the *LSTA Certifications and Assurances* as incorporated herein, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract, if any, have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

The Subrecipient affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

Contract No: F-26-047

CIVENG PO430_3597 Page 6 of 6

The Subrecipient certifies that neither the Subrecipient, nor anyone subject to the Subrecipient's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

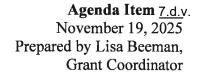
Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said Contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Subrecipient and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

On behalf of the Subrecipient:	On behalf of the Department:
Kiley Roberson, Director Typed name and title of signor	Natalie Currie, Executive Director
Signature	Signature
Date	Date
Jim Curd, Jr. Typed name of Authorizing Official	
Mayor Title	
Signature	
FOR USE BY THE OKLAHOMA DEPARTMENT OF LIBRARIES	
Assurances: CIVENG 400-25 is encumbered for this Contract	
Katherine Witzig Lead Officer:	Nov 12, 2025
Business Manager: Tara McCleok (Nov 12, 2025 14:42:49 CST)	Date: Nov 12, 2025

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I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to accept a grant from the U.S. Department of Justice under the Law Enforcement Mental Health and Wellness Act and approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2025-2026 appropriating unanticipated grant revenue in the Restricted Revenues Fund of the Police Department.

Attachments: Resolution

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has been notified that it has been awarded a \$200,000 grant from the United States Department of Justice under the Law Enforcement Mental Health and Wellness Act. Funding from this grant will be used to improve access mental health support and wellness services within the Bartlesville Police Department. With this funding, the City of Bartlesville will contract with a fully licensed mental health therapist who will provide 24/7 access to services for officers, staff and their immediate family for a two-year period.

Because it is a federal grant, Council acceptance of the grant award is required (see attached contract document). The attached resolution accepts the award of the grant and authorizes a budget amendment to the Restricted Revenues Fund (243) of the Police Department (270).

III. BUDGET IMPACT

There is no impact to the current budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the budget resolution as presented.

	RESOLUTION				
OF JUST WELLN OF THE APPROI	A RESOLUTION ACCEPTING A GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE UNDER THE LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT IN THE AMOUNT OF \$200,000 AND AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2025-2026, APPROPRIATING UNANTICIPATED GRANT REVENUE IN THE RESTRICTED REVENUES FUND OF THE POLICE DEPARTMENT.				
	AS, the City of Bartlesville has been awarded a grant from the U.S Department of the amount of \$200,000; and				
WHERE	AS, these funded are not included in the FY 2025-2026 budget; and				
WHERE their expe	AS, the City of Bartlesville needs to appropriate \$200,000 of these revenues prior to enditure;				
	HERFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ESVILLE, OKLAHOMA that:				
1.	The City Council of the City of Bartlesville hereby accepts the grant award from the U.S. Department of Justice under the Law Enforcement Mental Health and Wellness Act and authorizes the city manager or his designee to sign all required contract documents.				
2.	The Restricted Revenues Fund (243) of the Police Department (270) shall be increased as follows:				
	Professional Services (52410) \$ 200,000.00				
	VED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY TLESVILLE THIS FIRST DAY OF DECEMBER, 2025.				
Attest:	James S. Curd, Jr., Mayor				

Jason Muninger, CFO/City Clerk



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:

CITY OF BARTLESVILLE

401 S JOHNSTONE AVE

City, State and Zip:

BARTLESVILLE, OK 74003

Recipient UEI:

CKY9XKKMR6V8

Solicitation Title: FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Project Title: FY25 Law Enforcement

Mental Health and Wellness Act (LEMHWA)

Implementation Projects - CITY OF

BARTLESVILLE, OK

Award Number: 15JCOPS-25-GG-00426-LEMH

Federal Award Amount: \$200,000.00

Federal Award Date: 10/10/25

Awarding Agency:

Office of Community Oriented Policing Services

Award Type:

Funding Instrument Type:

Initial Grant

Opportunity Category: D

Assistance Listing:

16.070 - Law Enforcement Mental Health and Wellness Act

Project Period Start Date: 10/1/25

Project Period End Date: 9/30/27

Budget Period Start Date: 10/1/25

Budget Period End Date: 9/30/27

Project Description:

The purpose of this initiative is to elevate mental health and wellness as a core organizational priority within the Bartlesville Police Department (BPD). This will be accomplished through the implementation of a comprehensive, strategically guided plan focused on securing dedicated resources, enhancing departmental policies, and developing procedural improvements. These efforts are designed to foster lasting cultural change by building trust, reducing stigma, and improving access to mental health support and wellness services. Grounded in current research and best practices, the Bartlesville Police Department has formulated a strategic plan centered around four key objectives. The first objective focuses on reducing barriers to care by securing a contractual agreement with a fully licensed mental health therapist who will provide 24/7 access to services for officers, staff, and their immediate family members. The second objective aims to proactively address the effects of trauma and cumulative stress by integrating trauma-informed practices into the department's wellness efforts, including the provision of two scheduled therapy sessions per year for each employee. The third objective seeks to foster a departmental culture that prioritizes and supports mental health by offering ongoing initiatives such as therapist-led training sessions designed to raise awareness, reduce stigma, and enhance understanding of mental health challenges commonly encountered in law enforcement. The fourth objective emphasizes the implementation of comprehensive wellness programs that benefit both personnel and their families. These include permitting physical exercise during duty hours, conducting biannual wellness evaluations, and extending support services to officers' family members.

Award Letter

October 10, 2025

Dear Andrew Ward,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF BARTLESVILLE for an award under the funding opportunity entitled 2025 FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is \$200,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations.

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Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@o ip.usdoi.gov or www.oip.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF BARTLESVILLE

UEI

CKY9XKKMR6V8

ORI Number

Street 1

401 S JOHNSTONE AVE

Street 2

City

BARTLESVILLE

Zip/Postal Code

74003

Oklahoma Country

United States

State/U.S. Territory

County/Parish

Province

Award Details

Federal Award Date

10/10/25

Award Type

Initial

Award Number

15JCOPS-25-GG-00426-LEMH

Supplement Number

Federal Award Amount

\$200,000.00

Funding Instrument Type

Grant

Assistance Listing

Number

Assistance Listings Program Title

16.070

Law Enforcement Mental Health and Wellness Act

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Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

2025 FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

COPS

Application Number

GRANT14445971

Grant Manager Name

Phone Number

E-mail Address

Nicole Pruss

202-532-5936

nicole.pruss2@usdoj.gov

Project Title

FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects - CITY OF BARTLESVILLE, OK

Performance Period Start

Date 10/01/2025

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2025

Budget Period End Date

09/30/2027

Project Description

The purpose of this initiative is to elevate mental health and wellness as a core organizational priority within the Bartlesville Police Department (BPD). This will be accomplished through the implementation of a comprehensive, strategically guided plan focused on securing dedicated resources, enhancing departmental policies, and developing procedural improvements. These efforts are designed to foster lasting cultural change by building trust, reducing stigma, and improving access to mental health support and wellness services. Grounded in current research and best practices, the Bartlesville Police Department has formulated a strategic plan centered around four key objectives. The first objective focuses on reducing barriers to care by securing a contractual agreement with a fully licensed mental health therapist who will provide 24/7 access to services for officers, staff, and their immediate family members. The second objective aims to proactively address the effects of trauma and cumulative stress by integrating trauma-informed practices into the department's wellness efforts, including the provision of two scheduled therapy sessions per year for each employee. The third objective seeks to foster a departmental culture that prioritizes and supports mental health by offering ongoing initiatives such as therapist-led training sessions designed to raise awareness, reduce stigma, and enhance understanding of mental health challenges commonly encountered in law enforcement. The fourth objective emphasizes the implementation of comprehensive wellness programs that benefit both personnel and their families. These include permitting physical exercise during duty hours, conducting biannual wellness evaluations, and extending

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support services to officers' family members.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date:

8/27/25 10:52 AM

Comments

No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentage
Sworn Officer Positions:	\$0	\$0	\$0	
Civilian or Non-Sworn Personnel:	\$200,000	\$0	\$200,000	
Travel:	\$0	\$0	\$0	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$0	\$0	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$200,000	\$0	\$200,000	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$200,000	\$0	\$200,000	
Federal Funds:	\$200,000	\$0	\$200,000	100.00%
Match Amount:	\$0	\$0	\$0	0.00%
Program Income:	\$0	\$0	\$0	0.00%

[[]X] I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 3

Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 4

Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 5

Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 6

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 8

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 9

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

Condition 10

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

1. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

- (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
- (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
- (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
- (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
- (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

- (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- (2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph
- (a)(1) of this this appendix through conduct that is either:
- (A) Associated with the performance under this award; or
- (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C.

7104b(c), without penalty, if a subrecipient that is a private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph
- (a)(1) of this appendix through conduct that is either:
- (A) Associated with the performance under this award; or
- (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension

(Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

- (c) Provisions applicable to any recipient.
- (1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
- (2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
- (i) Implements the requirements of 22 U.S.C. 78, and
- (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
- (3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
- (4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- (d) Definitions. For purposes of this award term:

Employee means either:

- (1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an

in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When the recipient agrees to the termination and termination conditions.
- (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

 2. C.F.R. § 200.340.

Condition 13

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

- I. Reporting of Matters Related to Recipient Integrity and Performance
- (a) General Reporting Requirement.
- (1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111–212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
- (b) Proceedings About Which You Must Report.
- (1) You must submit the required information about each proceeding that—
- (i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- (ii) Reached its final disposition during the most recent five-year period; and
- (iii) Is one of the following-
- (A) A criminal proceeding that resulted in a conviction;
- (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (D) Any other criminal, civil, or administrative proceeding if—
- (1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
- (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
- (c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
- (d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to

report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the

subaward.

- (2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
- (ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
- (b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
- (i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;
- (ii) in the preceding fiscal year, the recipient received:
- (A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
- (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- (2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
- (i) As part of the recipient's registration profile at https://www.sam.gov.
- (ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
- 2025, the executive total compensation must be reported by no later than December 31, 2025.)
- (c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
- (i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;
- (ii) In the subrecipient's preceding fiscal year, the subrecipient received:

- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
- (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
- the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.) (2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
- (c)(1) of this appendix. The recipient is required to submit this information to the

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

- (d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:
- (i) Subawards, and
- (ii) The total compensation of the five most highly compensated executives of any subrecipient.
- (e) Definitions. For purposes of this award term:

Entity includes:

- (1) Whether for profit or nonprofit:
- (i) A corporation;
- (ii) An association:
- (iii) A partnership;
- (iv) A limited liability company;
- (v) A limited liability partnership;
- (vi) A sole proprietorship;
- (vii) Any other legal business entity;
- (viii) Another grantee or contractor that is not excluded by subparagraph (2); and
- (ix) Any State or locality;
- (2) Does not include:
- (i) An individual recipient of Federal financial assistance; or
- (ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18

Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeopnotice for current information on the recipient's responsibilities related to the federal regulations pertaining to the

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development and implementation of an Equal Employment Opportunity Plan.

Condition 19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

- I. System for Award Management (SAM.gov) and Universal Identifier Requirements
- (a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
- (b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
- (i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the

recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a

recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined

in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 27

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

- 1. Trainings must comply with applicable law.
- In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.
- 2. The content of trainings and training materials must be accurate, appropriately tailored, and focused. The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.
- Frainting in the state of the s
- Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

Condition 28

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Page: 13 of 17

Condition 29

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 30

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 31

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

Condition 32

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently, \$250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 35

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of the simplified acquisition threshold (currently, \$250,000) and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 36

Page: 14 of 17

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 38

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

Condition 39

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 40

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

Condition 41

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites

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are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving OfficialCOPS Acting Director

Name of Approving Official

Signed Date And Time

Cory D. Randolph

9/29/25 3:16 PM

Authorized Representative

☑ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official

Assistant City Manager

Name of Authorized Entity Official

Laura Sanders

Signed Date And Time

11/14/2025 2:34 PM

☑ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Page: 16 of 17

Title of Authorized Entity Official Assistant City Manager

Name of Authorized Entity Official Laura Sanders

Signed Date And Time 11/14/2025 2:36 PM

Page: 17 of 17



Agenda Item 7.d.vi.
December 1, 2025
Prepared by Jess Kane, City Attorney
Legal

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to accept donation of Robert Indiana 66 Sculpture currently located in Unity Square.

Attachments:

November 20, 2025 Donation Letter

II. STAFF COMMENTS AND ANALYSIS

The Robert Indiana 66 Sculpture is currently located in Unity Square. Much of the park's existing landscaping was designed around the sculpture. The Price Tower Arts Foundation is the owner of the sculpture and wishes to donate it to the City. The donation is made with the following restrictions to ensure its preservation:

- 1. That the Sculpture remains at its current location in Unity Square for so long as Unity Square is maintained by the City of Bartlesville as a public park.
- 2. That in the event that the City ceases operating Unity Square as a public park, the City will move the Sculpture to another City public park, or other suitable public location in the City, for the Sculpture to be on public display for the City's inhabitants.
- 3. That the City will maintain the Sculpture in its current state or better.

III. RECOMMENDED ACTION

Staff recommends that Council accept the proposed donation of the Robert Indiana 66 Sculpture from the Price Tower Arts Center and authorize the City Manager to take all required actions to document the same.



MAXFIELD J. MALONE DIRECT DIAL (918) 581-5520 MMALONE@PRAYWALKER.COM

November 20, 2025

Via: Electronic Mail (mlbailey@cityofbartlesville.org)

Attn: City of Bartlesville City Council c/o Mike Bailey, City Manager City of Bartlesville, Oklahoma

Re: Price Tower Art's Center, Inc. Donation of the Robert Indiana 66 Sculpture to the City of Bartlesville

Dear City of Bartlesville City Council,

My office represents Price Tower Art's Center, Inc. ("PTAC") and is assisting them in finding an appropriate steward for the Robert Indiana sculpture titled *Sixty-Six* ("Sculpture") made in the early 2000s. (Please see the enclosed photograph). The Sculpture currently resides at Unity Square located in the City of Bartlesville ("City"). PTAC wishes to donate the Sculpture to the City and have it remain an integral part of the City's public works.

As you may know, PTAC previously owned and operated the Price Tower until 2023. At that point, PTAC sold the Price Tower, but retained ownership of the Sculpture. PTAC is in the process of winding down their business operations and needs to find an appropriate owner for the Sculpture.

The Sculpture was commissioned for PTAC in the early 2000s for approximately \$125,000.00. It requires periodic waxing (approximately every 2 years) which was last done in 2023 by 3 volunteers. As of the date of this letter, the Sculpture's only outstanding maintenance is the periodic waxing treatment.

PTAC wishes to donate the Sculpture to the City with the following restrictions:

- 1. That the Sculpture remains at its current location in Unity Square for so long as Unity Square is maintained by the City of Bartlesville as a public park.
- 2. That in the event that the City ceases operating Unity Square as a public park, the City will move the Sculpture to another City public park, or other suitable public location in the City, for the Sculpture to be on public display for the City's inhabitants.
- 3. That the City will maintain the Sculpture in its current state or better.

The purpose of the above restrictions is to ensure the Sculpture continues being enjoyed by the people of Bartlesville for generations. Please let me know if the City is interested in PTAC's donation with the reasonable restrictions proposed.

If you have any questions or wish to discuss further please do not hesitate to reach out.

Regards,

Maxfield J. Malone

MJM/mdl





Agenda Item 7.v.ii.
November 20, 2025
Prepared by Terry Lauritsen
Water Utilities Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a \$86,640 contract with B-Town Construction to replace a sewer line by pipe bursting in the 2100 block between Dewey Avenue and Osage Avenue.

Attachments:

Contract

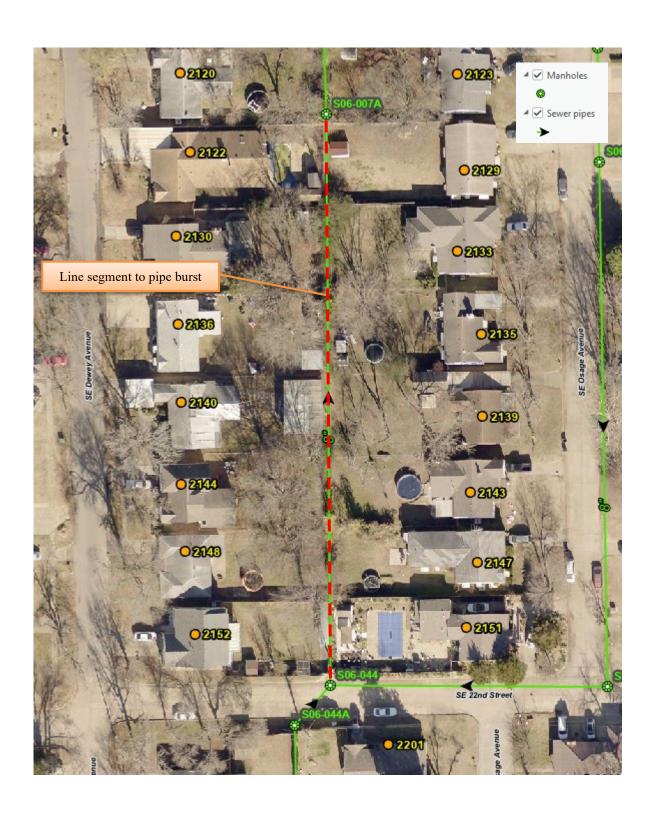
II. PROJECT DESCRIPTION, STAFF COMMENTS AND ANALYSIS, AND BUDGET AMOUNT.

As part of ongoing efforts to reduce storm water inflow and infiltration (I&I) into the City's wastewater collection system, staff has identified a sewer line that requires replacement.

This line segment is located in the 2100 block between Dewey and Osage Avenue within a rear yard easement. The existing sewer line, constructed of vitrified clay pipe, is in very poor condition and sits at an average depth of about 8 feet. Because of the depth, as well as the presence of accessory structures, masonry walls and overhead utility lines, an open-cut replacement would be cost-prohibitive.

To replace this segment, staff recommends using a trenchless method known as pipe bursting. This process involves pulling a fracturing head through the existing pipe while simultaneously installing a new polyethylene pipe of the same diameter, after which service connections are restored to the new line. This rehabilitation method has been used extensively and successfully throughout the City and does not compromise the conveyance capacity of the pipe.

A map of the line segment to be pipe burst is provided on the following page.



B-Town Construction is a local contractor with over 20 years of experience in slip lining, pipe bursting, and utility construction. Staff requested a proposal for the planned improvements, and the negotiated contract is attached for review.

III. BUDGET IMPACT

\$350,000 is available for wastewater system improvements. The proposed cost of these improvements, \$86,640, is within the available budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the contract with B-Town Construction in the amount of \$86,640.

CITY OF BARTLESVILLE SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 1st day of December, 2025, by and between B-Town Construction hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

WITNESSETH, that the Contractor and the City, for considerations hereinafter named, agree as follows:

- 1. <u>SCOPE OF WORK</u>. The project shall include all labor, equipment, materials and expense necessary to install a sewer line, including reconnection of service taps, connection to manholes, restoration and traffic control as shown by the attached plan. The City will provide rock and concrete for this work as well as any CCTV and sewer cleaning necessary.
- 2. <u>TIME OF COMPLETION</u>. Installation and restoration shall be complete by March 27, 2026.
- 3. <u>CONTRACT SUM</u>. The City will pay the Contractor for the performance of this contract based on the quoted lump sum price totaling (\$86,640). The contract amount may be amended through a written agreement between the parties if additional work is added.
- 4. <u>ACCEPTANCE AND PAYMENT</u>. Payment will be made by the City upon completion and acceptance of the work by the Director of Water Utilities, subject to the provisions of Paragraph 11 and 14 of the General Conditions. Partial payments will be allowed based on percent of work complete at the time of request.

GENERAL CONDITIONS

- 1. <u>CONTRACT DOCUMENTS</u>. The Contract includes the Agreement and its General Conditions, and any additional written directives from the Engineer. The intent of these documents is to include all labor, materials, equipment, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
- 2. <u>DEFINITIONS</u>. "City" shall refer to the City Engineer or other designated administrative official of the City of Bartlesville.
- 3. <u>MATERIALS, EQUIPMENT, EMPLOYEES</u>. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, power, and other items necessary to complete the work. Unless otherwise specified, all materials shall be new. Workmanship and materials shall be of superior quality and acceptable to the City. All workers shall be skilled in their trades.
- 4. <u>SURVEY, PERMITS AND REGULATIONS</u>. The City will furnish all surveys and layouts unless otherwise specified. Easements and rights-of-ways will be secured and paid for by

CITY OF BARTLESVILLE SHORT FORM CONSTRUCTION CONTRACT

the City. The Contractor shall comply with all laws and regulations applicable to the work and shall notify the City if the drawings or specifications are at variance therewith.

- 5. <u>PROTECTION OF WORK, PROPERTY AND PERSONS.</u> The Contractor shall adequately protect the work, adjacent property, and all persons in accordance with all laws and regulations. The Contractor shall be completely responsible for any damage or injury due to his acts or negligence. Damage caused by carelessness, neglect, negligence or that is outside the defined work area will be the Contractors sole responsibility to correct.
- 6. <u>ACCESS TO WORK</u>. The Contractor shall permit and facilitate observation of the work by the City or his agents at all times. The contractor shall coordinate all required inspections with the appropriate code inspecting agent.
- 7. <u>CHANGES IN WORK.</u> The City may order changes in the work, with any adjustment of the Contract Sum by mutual agreement of the parties. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost shall be made in writing to the City before executing the work involved.
- 8. <u>CORRECTION OF WORK</u>. The Contractor shall correct any work determined by the City not to conform to the requirements of the contract.
- 9. <u>CITY'S RIGHT TO TERMINATE CONTRACT</u>. Should the Contractor fail to prosecute the work properly, or to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor may, without prejudice to any other remedy it may have, complete the work by such means as it sees fit. If the unpaid balance of the contract price exceeds the expense of completing the work, such excess will be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.
- 10. <u>CONTRACTOR'S RIGHT TO TERMINATE CONTRACT</u>. Should the work be stopped by any public authority for a period of thirty (30) days or more through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of seven (7) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the contract, and recover from the City payment for all work executed, including reasonable profit and damages.
- 11. <u>PAYMENT</u>. Payment will be made based upon unit prices in the Proposal and the actual completed construction progress as determined by the Engineer. The making and acceptance of the payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens or from defective work appearing thereafter as provided in Paragraph 8, and of all claims by the Contractor except any previously made and still unsettled. Payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make materials or labor payments.

CITY OF BARTLESVILLE SHORT FORM CONSTRUCTION CONTRACT

12. <u>BONDS</u>. The Contractor shall furnish surety bonds to the City as indicated herein. **NO BONDS ARE REQUIRED FOR THIS PROJECT**

- 13. <u>CONTRACTOR'S INSURANCE</u>. The Contractor shall maintain such insurance as will protect him and the City from claims under worker's compensation acts and other employee benefits acts; from liability claims for damages because of bodily injury or death; and from liability claims for damages to property which may arise from operations under this contract, whether such operations be by himself, any subcontractor or vendor, or anyone directly or indirectly employed by them. Liability insurance shall be written for not less than \$1,000,000 in each case. Certificates of such insurance shall be filed with the City prior to beginning construction. The Contractor shall provide certification to the City that all insurance is effective for the duration of the work.
- 14. <u>LIENS</u>. Payment shall not be made by the City until the Contractor has provided a complete release of all lien able claims on the work included in this contract.
- 15. <u>ENGINEER</u>. The Director of Water Utilities shall be the City's representative and shall have the authority to stop or suspend the work as necessary. All work shall be done to his satisfaction. Determination of final acceptance shall be by the Engineer. He shall certify to the City when payment under the contract is due and the amount to be paid. He shall make final decision on all claims by the City and Contractor.
- 16. <u>CLEANUP</u>. The Contractor shall keep the premises free from waste material and rubbish, and at the completion of the work he shall remove from the premises all rubbish, debris, and surplus materials, and leave the site in a condition acceptable to the Engineer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

CITY OF BARTLESVILLE

Mayor, James S. Curd, Jr.	Contractor
Attest	

B-TOWN CONSTRUCTION LLC MARTINBTOWNCONST@YAHOO.COM

MARTINBTOWNCONST@YAHOO.COM 5225 WOODLAND RD BARTLESVILLE, OK 74006

Voice: 918-814-6463

Fax:

QUOTATION

86,640.00

TOTAL

Quote Number: m222 Quote Date: Nov 3, 2025

Page: 1

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF BARTLESVILLE	12/3/25	C.O.D.	

Quantity	Item	Description	Unit Price	Amount
		QUOTE FOR: PIPE BURST AT		
		MH#56-007A TO MH#506-044		
1.00	PIPE BURST	388 LFT PIPE BURST REPAIR	86,640.00	86,640.00
14.00	SERVICE LINE CONECTI	14 EACH SERVICE LINE CONNECTIONS		
			Subtotal	86,640.0
			Sales Tax	



Agenda Item 7.d.viii.

December 1, 2025

Prepared by Matt McCollough,
Information Technology

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action regarding approval of the *updated* OKWIN LMR SERVICE AGREEMENT with the State of Oklahoma.

Attachments:

Service Agreement Appendix A-E

II. STAFF COMMENTS AND ANALYSIS

This agreement was originally signed in October 2023. The only modification to the updated agreement is in Appendix E, which now assigns delegation to a new authority within the Department of Public Safety. Please see the intent of the original agreement below.

One of the benefits of the 800MHz radio upgrade project approved by voters in the 2022 GO Bond project included a direct network connection to the statewide 800MHz system. This agreement will allow the City to connect to and communicate on the state's system and allow the expansion of the 800MHz system to the NE corner of Oklahoma, the area currently lacking coverage.

III. BUDGET IMPACT

There are no costs incurred for signing this agreement.

IV. RECOMMENDED ACTION

There is no impact change to the City with this *updated* agreement. Staff recommends approval of the *updated* OKWIN LMR SERVICE AGREEMENT with the State of Oklahoma.



OKWIN LMR SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is entered into between the <Insert Entity> (hereafter "Entity") and the State of Oklahoma (hereafter "State") by and through the Office of Management and Enterprise Services (hereafter "OMES") on behalf of the Oklahoma Department of Public Safety (hereafter "DPS" and collectively together, "Parties"), effective <Insert Date> (the "Effective Date"). This Agreement represents the entire agreement between the Entity and State and supersedes all prior written and oral agreements between the Entity and State with respect to the subject matter herein.

WHEREAS, pursuant to certain duties set forth in 62 O.S. §34.11.1 et seq., the State Chief Information Officer, together with the Information Services Division of OMES as set forth in 62 O.S. §§ 34.12, 34.19, and 34.21, shall establish, implement, and enforce policies and procedure for the development and procurement of an interoperable radio communications system for state agencies. The State Chief Information Officer shall work with local governmental entities in developing the interoperable radio communications system; and

WHEREAS, pursuant to 62 O.S. §35.6.2, the Land Mobile Radio Public Safety Interoperability Cooperative (hereinafter referred to as "LMR-PSIC") is established to focus on unifying, stabilizing and enhancing the infrastructure and capabilities for the land mobile radio public safety system communications for the State and shall collaborate with other public agencies, public entities and other interested parties having public safety radio communications requirements and resources; and

WHEREAS, pursuant to 74 O.S. §51.1a, the Oklahoma Office of Homeland Security shall establish minimum standards and protocols for acquisition, development, or enhancement of public safety communications technologies.

WHEREAS, the Oklahoma Wireless Information Network (hereinafter referred to as "OKWIN") shall be used for public safety communications and to improve statewide interoperable communications.

NOW THEREFORE, the Parties are entering into this Agreement for the purpose of setting forth their respective duties and responsibilities in connection with the operation and maintenance of the OKWIN, and as such this Agreement shall encompass the Land Mobile Radio ("LMR" herein) services offered to the Entity by the State on behalf of the OKWIN. In furtherance of this Agreement, the Parties do hereby state as follows:

I. Definitions.

For purposes of this Agreement, the Parties hereby set forth the following definitions:

- a. "Agreement" means this document and all appendices, amendments, modifications, addenda and renewals thereof.
- b. "Entity" means one of the following who is a party to this Agreement and designated herein as an Entity:
 - i. Any governmental office, association, agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division body of any branch of a government, instrumentality, committee, public trust, and any entity specified as a political



subdivision of the State pursuant to the Governmental Tort Claims Act or other entity designed to act on behalf of a political subdivision;

- ii. Any sovereign American Indian Tribe, or an out of state county or municipality or governmental entity in its state of origin; and
- iii. Any organization or association authorized to utilize contracts awarded by the State via a multistate or multigovernment contact.
- c. "Fleet-Mapping" means a process through which the ROC organizes and provisions Radio IDs and Talkgroup IDs to an Entity with an active agreement with the State.
- d. "GOS" means Grade of Service, the percent chance that a site request will result in an unacceptable busy indication, typically of three seconds or longer, based on the busiest hour or site usage as averaged over the term of the Agreement.
- e. "ID Assignment Agreement" is a written transfer agreement between the transferor & transferee whereby transferor assigns to transferee all transferor's rights and assigns Radio IDs and/or Talkgroup IDs operating on the OKWIN.
- f. "Management Control" means access and administrative permissions to alter or make configuration changes within the span of control authorized by the State.
- g. "Master Site" means the digital controller and associated technology, owned by the State, residing in the City of Tulsa Public Safety Center located at 801 East Oklahoma Street, Tulsa, Oklahoma 74106.
- h. "Mutual aid" means a talkgroup available to any public safety entity operating on OKWIN for incident command during planned and unplanned events, such as wildfires or pursuits.
- i. "OKWIN" means Oklahoma Wireless Information Network; a digital trunked LMR communication system dedicated to public safety for the benefit of the Entities herein defined.
- j. "Radio Unit" means a mobile, fixed, or portable radio communication device.
- k. "ROC" means State Radio Operation Center that monitors operations and maintenance activities, performs administrative tasks, and serves as the help desk for the OKWIN. Contact the ROC by email at okwin@dps.ok.gov or by phone at 405-425-7233.
- l. "Talkgroup" means a virtual radio channel created for a trunked radio system, such as OKWIN, that allows a group of Radio Units to talk, hence talkgroup.

II. Tiers of LMR Services Available Under OKWIN:

The State offers multiple tiers of service under the OKWIN. This section provides a brief overview of all levels of service available to the Entity. **Pursuant to the specifications in Appendix A, the Entity has selected Tier I, II, III LMR services from the State.** If and to the extent any LMR Services provision is duplicated and addresses the same or substantially the same subject matter but does not create an actual conflict, the higher tier is deemed to supersede the lower tier(s).

- a. Tier I LMR Services: Subscriber.
 - i. Tier I LMR services references the subscriber tier, in which the Entity procures their Radio Units and subscribes to the OKWIN. The Entity shall be granted access to mutual aids and



- any assigned or authorized Talkgroups. Assigned Talkgroups shall be restricted by the ROC to coverage adequate for their jurisdiction.
- ii. The ROC shall authorize, assign, and manage Radio ID and Talkgroup ID Fleet-Mapping for the Entity. The Entity shall ensure Radio Units are programmed with a valid Radio ID. Duplicate Radio IDs or unauthorized Radio IDs are subject to being inhibited or disabled by the ROC without notice. The ROC shall notify Entity within 72 hours of any inhibited or disabled Radio IDs.
- iii. Furthermore, the ROC shall maintain a minimum GOS of 3%. The Entity's request for Radio ID's or Talkgroup ID's, including change requests to Talkgroup profiles that expand coverage, may result in the Entity being required to purchase additional hardware or software to maintain the minimum GOS of 3%.
- iv. The Entity assumes all cost and responsibility for purchasing, tuning and maintaining Radio Units operating on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated.
- v. The Entity accepts all responsibility and agrees to maintain their Radio Units to the manufacturer's specifications.
- vi. The Entity shall provide to the State a complete inventory of all Radio Units assigned a Radio ID. The information provided shall include, at a minimum, the manufacturer, model, and serial number of each Radio Unit and the assigned Radio ID.
- vii. The Entity shall not interface a Radio Unit with a gateway or other bridging device without prior written approval from the ROC. Failure to notify and obtain written approval from the ROC may result in any associated Radio IDs being disabled without notice. The Entity shall notify the ROC of any undisclosed interfaces immediately upon discovery. Furthermore, failure to disclose such interfaces in good faith may result in termination of this Agreement and revocation of access to the OKWIN.
- viii. The Entity shall notify the ROC of any lost or stolen Radio Unit within twenty-four (24) hours of knowing or having reason to suspect a lost or stolen Radio Unit.
- ix. The Entity is solely responsible for emergency alarm activation monitoring. The emergency alarm feature shall be disabled if the Radio Unit is not monitored. Furthermore, the ROC is not liable for emergency alarm monitoring.
- b. Tier II LMR Services: Wireline Console.
 - i. Tier II LMR Services references a wireline console directly wired to OKWIN. The wireline console tier applies to an Entity with a console using a direct physical connection to the OKWIN or connected through a Console Sub-System Interface. The Entity shall be granted access to mutual aids and any assigned or authorized Talkgroups.
 - ii. The ROC shall authorize and assign Site IDs for console sites.
 - iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating wireline console sites on the OKWIN to include hardware or software upgrades as may be



necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.

- iv. The Entity accepts all responsibility and agrees console sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the console site and the Master Site.
- vi. The Entity is solely responsible for emergency alarm activation monitoring. Furthermore, the ROC is not liable for emergency alarm monitoring.
- c. Tier III LMR Services: Infrastructure Proprietor.
 - i. Tier III LMR services references services provided to an Entity that is the proprietor of Infrastructure. The infrastructure proprietor tier applies to an Entity with a LMR tower site(s) using a direct physical connection to the OKWIN and that shall provide expanded coverage or greater density of coverage for the OKWIN. The ROC shall be responsible for management control.
 - ii. The ROC shall authorize and assign Site IDs for radio tower sites.
 - The Entity assumes all cost and responsibility for purchasing, maintaining, and operating radio sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.
 - iv. The Entity agrees all radio tower sites and associated technology shall be maintained to the manufacturer's specifications.
 - v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the radio tower site and the Master Site.
 - vi. The ROC shall perform Management Control of all assigned sites, Radio IDs, and Talkgroup IDs on behalf of the Entity. Furthermore, the ROC shall maintain a minimum GOS of 3%.



- vii. The Entity is solely responsible for emergency alarm activation monitoring. The ROC is not liable for emergency alarm monitoring.
- d. Tier IV LMR Services: Infrastructure Manager.
 - i. The Tier IV LMR services apply to an infrastructure manager tier where an Entity with a radio tower site(s) uses a direct physical connection to the OKWIN and provides expanded coverage or greater density of coverage for the OKWIN. The Entity is responsible for management control of their sites and associated technology. System level management control shall be coordinated and approved by and through the ROC.
 - ii. The ROC shall authorize and assign Site IDs for radio tower sites.
 - The Entity assumes all cost and responsibility for purchasing, maintaining, and operating radio sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.
 - iv. The Entity agrees all radio tower sites and associated technology shall be maintained to the manufacturer's specifications.
 - v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the radio tower site and the Master Site.
 - vi. The Entity shall retain Management Control of all assigned sites, Radio IDs, and Talkgroup IDs. Furthermore, the Entity shall maintain a minimum GOS of 3%.
 - vii. The Entity may transfer its rights and assigned Radio IDs and/or Talkgroup IDs to other entities operating primarily on radio tower sites assigned to the Entity, but Entity assumes all responsibility and liability for those entities. Furthermore, the Entity shall have ID Assignment Agreements with other Entities to whom they transfer their rights and assigned Radio IDs and/or Talkgroup IDs operating on the OKWIN. A copy of all such agreements shall be provided to the primary and secondary contacts listed in Appendix B. These contacts shall also be notified upon the termination or renewal of any of these agreements so that all assigned Radio IDs and Talkgroup IDs can be accounted for.
 - The Parties agree to minimize the number of Radio Units roaming into the exclusive domain of the other and shall obtain approval from same for such exceptions. In the event excessive roaming causes GOS degradation in excess of 3%, both the Entity and the State shall cooperate to resolve the matter in the most effective way to preserve public safety communications and to improve statewide interoperable communications.
 - ix. The Entity shall be issued an advanced system key(s) for the OKWIN. The issued advanced system key(s) shall be set to expire after one (1) year and shall be renewed each



year thereafter so long as the Entity has an active Agreement with the State for Tier IV LMR services. Furthermore, the Entity shall not distribute or grant access to the issued advanced system key to other parties without prior written consent from the State.

- x. The Entity agrees to participate in the Change Management Process for the OKWIN that governs the notification and approval of change requests with potential impact to programs and software, hardware, or any other voice and data processing service related to the OKWIN. The Change Management Process is further laid out in Appendix D and is incorporated into this Agreement by reference.
- xi. The Entity is solely responsible for emergency alarm activation monitoring. The ROC is not liable for emergency alarm monitoring.

III. Miscellaneous.

- a. The Entity shall comply with all applicable federal and state statutes, laws, rules, and regulations, including but not limited to those of the Federal Communications Commission, as well as any policies or procedures issued by the State in regards to the OKWIN. Furthermore, the Entity acknowledges that, should any federal and/or state statutes, laws, rules, regulations, or policies and procedures change during the term of this Agreement and if this change necessitates a modification of the Agreement, the parties shall amend the Agreement in writing to include those changes.
- b. The Entity shall cooperate with, lend assistance to, and provide all information requested by the ROC.
- c. Pursuant to 62 O.S. §34.32 the State shall obtain an information security risk assessment to identify vulnerabilities associated with the OKWIN each year. The Entity acknowledges and agrees to cooperate and provide access for State assessors to inspect and review all components of the OKWIN, regardless of location. At a minimum, State assessors will perform the following aspart of the risk assessment:
 - i. Review policies and processes, including but not limited to, audit logs, backups, generator checks, and security training;
 - ii. Review of physical security at selected facilities, such as doors, fences, cameras, locks and lighting, and review of technical security controls at the system and network layers; and
 - iii. Execute applicable tools, such as Nessus, Nap, antivirus logs, active directory, and router configuration, to check for vulnerabilities.

Furthermore, the Entity acknowledges and agrees to correct any findings, subject to appropriations availability, resulting from the information security risk assessment upon being notified, within a reasonable period as recommended by State assessors, of the deficit associated with the Entity and shall provide a written notice to the ROC when the findings are corrected. Failure to correct any findings may result in termination of the Agreement.



d. All notices required or allowed pursuant to the terms hereof shall be in writing, which may be via electronic mail, and shall be deemed delivered when actually received by the applicable contact, as set forth herein.

IV. Notices.

All notices with regards to this Agreement [or any ID Assignment Agreement referenced in subsection II (d) (vii) herein] shall be sent to all parties listed in Appendix B. All notifications shall be made in writing to the addresses listed therein.

V. Rate and Fee Schedule.

The State retains the option to implement a rate and fee schedule as set forth by the LMR-PSIC to support life cycle management of the OKWIN on the condition that implementation of any such schedule shall be preceded by written amendment of the parties.

VI. Term.

The initial contract period shall begin on the Effective Date and shall extend through One (1) Year (the "Initial Term") with five (5) annual renewals, renewing automatically each year, unless terminated in accordance with applicable contract provisions or timely notice of non-renewal is issued. By mutual consent of the Parties hereto, it is intended that there shall be five (5) automatic annual renewals, subject to the terms and conditions set forth herein, each for duration of one (1) year.

After the Initial Term, the Agreement will annually renew automatically. Prior to each renewal, the State shall subjectively consider the value of this Agreement to the State. If the State determines changes are required as a condition precedent to renewal, the State and Entity will cooperate in good faith to evidence such required changes in an Amendment.

The terms of this Agreement and any purchase order issued for multiple years under this Agreement are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Agreement, or any other contract document, either of the Parties may terminate its obligations under this Agreement if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Agreement. The decision by a Party concerning whether sufficient appropriations are available shall be accepted by, and be final and binding on, the other Party.

VII. Termination

a. Termination for Cause

- i. The Entity may terminate this Agreement in whole or in part for default or any other just cause upon a sixty (60) days written notification to the State. The State may terminate this Agreement in whole or in part for default or any other just cause upon a sixty (60) day written notification to the Entity.
- ii. The State may terminate this Agreement immediately, in whole or in part, without a sixty (60) day written notice to the Entity, when violations are found to be an impediment to the



function of the State and detrimental to the cause of an Entity, when conditions preclude the sixty (60) day notice, or when the State determines that an administrative error occurred prior to Agreement performance.

iii. If this Agreement or certain obligations hereunder are terminated, the State, or Entity, as applicable and subject to Appendix "C", shall be liable only for payment for products provided or services rendered and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

b. Termination for Convenience

- The State may terminate this Agreement, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Agreement by delivering to the Entity a notice of termination for convenience specifying the terms and effective date of termination. The Agreement termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State.
- ii. The Entity may terminate this Agreement, in whole or in part, for convenience if notification is made in writing to the primary and secondary contacts listed in Appendix B as follows:
 - 1. For Tier I and/or Tier II Services, notification of termination must be made two (2) months in advance.
 - 2. For Tier III and/or Tier IV Services, notification of termination must be made four (4) months in advance.
- iii. If this Agreement or certain obligations hereunder are terminated pursuant to this section, the State, or Entity, as applicable and subject to Appendix "C", shall be liable only for products provided or services rendered and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

VIII. Negotiated Terms.

a. The Parties have negotiated additional terms and responsibilities of LMR services and certain other terms of this Agreement as set forth in the following appendices to this Agreement, the terms of which are attached hereto and incorporated herein:

Appendix A	Additional Terms and Responsibilities
Appendix B	Contact Information
Appendix C	Dispute Process and Resolution
Appendix D	Change Management Process
Appendix E	Signatory Authorization



If any subject matter or provision is addressed in multiple documents, the most recent provision is deemed to supersede the earlier version.

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IN WITNESS WHEREOF, each of the Parties has entered into and caused its duly authorized representative to execute this Agreement.

STATE OF OKLAHOMA	City of Bartlesville		
Nicholas Carrao			
Authorized Signatory (See Appendix E)	Mayor		
11/19/2025	ē.		
Date	Date		
	ATTEST		
	Clerk		
	APPROVED		
	Attorney		



APPENDIX "A"

Additional Terms and Responsibilities

I. Additional Terms.

- a. The Entity shall be granted the following LMR Services: Tier I, Tier II, and Tier III.
- b. The Entity shall be allocated 750 Radio ID's within the range of 6900001 through 6900750. (See Trunked Radio User licensing below). All Radio ID's outside of the allocated range shall be vacated within one (1) year of the Agreement.
- c. The Entity shall be allocated 35 Talkgroup ID's within the range of 80000381 through 80000459. All Talkgroup ID's outside of the allocated range shall be vacated within one (1) year of the Agreement.
- d. The Entity shall be licensed for the following:
 - i. ADD: EXPAND 7.17 M CORE (1);
 - ii. MCC7500 CONSOLE LICENSES (5);
 - iii. ADD: 160 RADIO RESOURCES LICENSE;
 - iv. ADD: BASIC CONSOLE OPERATION;
 - v. ADD: ASTRO 25 TRUNKING OPERATION;
 - vi. ADD: ADVANCED CONVENTIONAL OPERATION; ADD: SECURE OPERATION;
 - vii. ADD: ADP/AES/DES-OFB ENCRYPTION;
 - viii. ADD: ASTRO 25 FDMA SITE LICENSE;
 - ix. ADD: CLASSIC DATA-P25 TRNK SITE;
 - x. ADD: UNC ADDTL DEVICE LIC (QTY 10) and
 - xi. ADD:500 RADIO USER LICENSES.

II. State Responsibilities.

- a. By default DPS will work with entity to create their initial radio template, radio codeplug and programming of radio(s).
- b. DPS will configure the Advance System Key (ASK) within the entity's block of radio IDs listed above. The ASK will be a limited from editing talkgroup changes,....
- c. The ASK will expire 1 year after each renewal date.
- d. DPS will return to entity all codeplug modifications that are requested after receipt of codeplug from entity.



III. Entity Responsibilities.

- a. If entity decides to be responsible for their own radio programming, or use a vendor, it will be responsible for acquiring the proper (vendor, manufacturer) Advance System Key (ASK).
- b. The entity will be the accountable authority for their ASK. Any use by the entity or vendor will fall under the responsibility of the controlling entity.
- c. Entity will be responsible for getting the ASK renewed yearly.
- d. All codeplug modifications will be sent to DPS for changes.

IN WITNESS THEREOF, each of the Parties further agrees to these additional terms and responsibilities as outlined herein.

STATE OF OKLAHOMA	City of Bartlesville
Nicholas Carrao	
Authorized Signatory (See Appendix E)	Mayor
11/19/2025	
Date	Date



APPENDIX "B"

Contact Information

With respect to issues related to the Agreement and performance thereof, the following persons at State and the Entity, respectively, are the primary and secondary contacts:

State Primary and Secondary Contact:

Primary Contact: Nicholas Carrao

Title: Director of Communications & Electronic Services

Address: 728 E I-240 Service Road, Oklahoma City, OK 73149

Telephone: (405) 425-7237

E-mail: Nicholas.Carrao@dps.ok.gov

Secondary Contact: James Rinta

Title: Deputy Director of Communications & Electronic Services

Telephone: (405) 425-7218 E-mail: James.Rinta@dps.ok.gov

Entity Primary and Secondary Contact:

Primary Contact: Jay Hastings

Title: Police Captain Address: 615 S. Johnstone Telephone: (918) 338-4019

E-mail: jhastin@cityofbartlesville.org

Secondary Contact: Matt McCollough

Title: IT Director

Telephone: (918) 338-4156

STATE OF OKLAHOMA

E-mail: mtmccoll@cityofbartlesville.org

Each party will provide the other with prompt written notice of revised contact information if either the primary or secondary contact listed herein is changed.

City of Bartlesville

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Nicholas Carrao	•
Authorized Signatory (See Appendix E)	Mayor
11/19/2025	
Date	Date



APPENDIX "C"

Dispute Process and Resolution

a. Formal notification to the State of a dispute related to the Agreement and performance thereof shall occur via the State Entity or Affiliate submitting a written notification to the Primary and Secondary Contact, as listed in Appendix B.

A written notification shall be submitted by one of the following methods:

- i. by e-mail; or
- ii. by certified mail.
- b. The dispute resolution process shall initiate with the Primary and Secondary Contact and the State Entity or Affiliate working to amicably resolve the dispute.
- c. If resolution is not reached by the State and the State Entity or Affiliate within thirty (30) days of the notification of a dispute, the State Entity or Affiliate shall meet and work with the Commissioner of Public Safety or designee and the Director of the Office of Management and Enterprise Services or designee, who must have full settlement authority, and a mutually agreed upon qualified third party mediator to amicably resolve the dispute.



APPENDIX "D"

Change Management Process

I. Purpose

The Policy defines the process for notification and approval of change requests with potential impact to programs and software, hardware, or any other information-processing service related to the OKWIN.

II. Scope

The Policy applies to all State employees, Entity's with an active Tier IV LMR services agreement, and State contracted vendors who are involved in the request, authorization, approval, configuration, testing and/or implementation of software or hardware changes affecting the OKWIN.

III. Definitions

- a The term "First Available" means during a change request with an emergency priority level, notifications shall be distributed prior to the application of an approved change or at the first available opportunity.
- b. The term "CAB" means Change Advisory Board which is made up of the State Primary Contact as listed in Appendix B and the Primary Contact for Entity's with an active Tier IV LMR service agreement. Secondary Contacts shall serve as designees in the event the Primary Contact is unavailable.

IV. Policy

Change management is a systematic approach to handling alterations, modifications, or otherwise make different any process or configuration. This policy is designed to limit potential disruptions in service and mitigate risk associated with changes to the OKWIN. Change management has three aspects: adapting to change, controlling change, and effecting change. The principle objective of this policy is to ensure changes to the Equipment are applied in a systematic and controlled manner that addresses all three aspects through a process of documentation, notification, and recovery procedures for each approved change request.

All change requests with potential impact to programs and software, hardware, or any other information-processing service related to the OKWIN shall be submitted to the ROC and reviewed by the CAB. The CAB shall hold regular meetings at intervals sufficient to approve and/or review change requests in a timely manner.

V. Priority

Each change request shall be categorized by a defined priority level that affects how the request is handled (e.g., notification window, scheduling deadline, approval process, and distribution list).



- a The priority level of "Emergency" means a radio service or feature necessary for public safety communications and operations is unavailable or requires an immediate remedy to prevent disruption of services.
- b. The priority level of "Critical" means a radio service or feature necessary for public safety communications and operations requires an accelerated remedy to avoid adverse effects to the OKWIN and/or radio services.
- c. The priority level of "Standard" means a radio service or feature may be degraded and requires a remedy during a scheduled maintenance window.
- d. The priority level of "Routine" means a radio service or feature will not be impacted and requires a remedy during day-to-day operations or a scheduled maintenance window.

Priority	Approval	Scheduling	Notification	Distribution
Emergency	State	Immediate	First Available, After Action	State, Entity
Critical	State, Entity	Varies	24 Hours	State, Entity
Standard	State, Entity	30 Days	48 Hours	State, Entity
Routine	None	Not Applicable	None	None

Figure 1

As illustrated on Figure 1, each level of priority summarizes the requirements for approval, scheduling, notification, and distribution.

- e. The term "Approval" indicates who must approve a change request. Entity's other than State are required to approve change requests affecting services within their span of control.
- f. The term "Scheduling" indicates the period of time for a submitted change request to be approved and have a set maintenance window scheduled.
- g. The term "Notification" indicates the minimum time required for notification prior to an approved change being implemented.
- h. The term "Distribution" indicates the minimum entities to be notified.

VI. Requirements

The Change Request form requires, but is not limited to, the following information:

- a Request number;
- b. Requestor name and entity;
- c. Date submitted;



- d. Priority (routine, standard, critical, emergency) and Risk (high, medium, low);
- e. Summary of change, including potential impact to radio services and features;
- f Groups affected (e.g., subscribers, wireline console users, and users);
- g. Requested date and time (start and end) for change;
- h. Detailed description of change;
- i. Description of procedure;
- j. Roll-back plan;
- k. Onsite emergency point of contact;
- l Notification Message;
- m. Distribution List; and
- n. Approvals.

VII. Change Control

- a All State employees, State contracted vendors, and Entity's with an active Tier IV LMR services agreement must follow and comply with the Change Management Policy.
- b. The ROC shall receive all change requests affecting the OKWIN and serve as the coordination point for approvals and notifications. All notifications shall be sent by email within established guidelines as listed in Figure 1.
- c. The ROC shall maintain a database of all change requests.
- d. All change requests shall be documented using a standardized form. The ROC shall be the owner of the change request form and maintain control of all document versions.

VIII. Document Retention

All change requests and any supporting documents shall be retained by the ROC for 36 months.

Dan CroninState Chief Information Officer Information Services



Rick Rose State Chief Operating Officer OMES Director

EFFECTIVE DATE:

August 20, 2025

TO:

Nicholas Carrao, Director of Technology Services for the Oklahoma

Department of Public Safety

FROM:

Dan Cronin, Chief Information Officer

RE:

Delegation of Authority by Chief Information Officer

This memorandum serves to formalize that I, Dan Cronin, in my capacity as the Chief Information Officer for the State of Oklahoma, hereby delegates the authority herein described, on a non-exclusive basis, to Nicholas Carrao, Director of Technology Services (the "Designee"), at the Oklahoma Department of Public Safety. This Delegation of Authority supersedes any prior oral or written delegation by the Chief Information Officer and shall remain effective until rescinded or modified in the sole discretion of the Chief Information Officer. The delegation of authority described herein applies to the named individual.

To assist in performance of certain duties and responsibilities of the Chief Information Officer set forth in the Oklahoma State Finance Act and the Information Technology Consolidation and Coordination Act, the Designee is delegated the following representative power and authority:

Signature authority for State public safety OKWIN Master Land Mobile Radio (LMR) Service Agreement.

This authority shall be contained to execution of the above referenced Agreement only, and not to the modification of the Agreement, excluding the appendices, without the Chief Information Officer's written approval. The Designee shall provide the Chief Information Officer detailed quarterly tracking reports for the LMR Agreements in effect.

Data Compiler 20, 2025135135000

Dan Cronin, Chief Information Officer

INFORMATION SERVICES · 3115 N, LINCOLN BLVD., OKLAHOMA CITY, OK 73105 · OFFICE: 405-521-4252



Agenda Item <u>7.d.ix.</u>
November 24, 2025
Prepared by Micah Siemers
Engineering

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on Task Order No. 8 to the Master Services Agreement with Parkhill, Smith and Cooper for Airport Consulting Services

Attachments:

Task Order No. 8 to the Parkhill, Smith, and Cooper Master Services Agreement

II. STAFF COMMENTS AND ANALYSIS

The City Council approved a Master Services Agreement with Parkhill, Smith and Cooper (Parkhill) in November of 2022 for airport consulting services. Task Orders No. 1 through No. 8 were all associated with various design, grant administration, construction administration services, etc. associated with construction to two new taxilanes as well as a box hangar. The taxilane projects are complete and the box hangar is currently under construction. The next project planned as part of the 5-year capital improvement plan at the airport is to construct up to three (3) 75'x75' box hangars along the new taxilanes. This project has been presented to the FAA as part of the airport's 5-year plan. The project will be funded through our regularly allotted NPE and AIG funds that are received each year from the FAA. We will have \$600,000 available in NPE funds and \$846,286 available in AIG funds. We anticipate the Oklahoma Department of Aerospace and Aeronautics (ODAA) contributing \$1,105,906. The sponsor share of this project would total \$131,327.00.

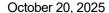
Parkhill has put together a design, bidding, and grant administration package to assist with the construction of the box hangars. The design package includes Final Design Services, Bid Phase Services, Geotechnical Investigation, NPE Grant Administration, AIG Grant Administration, and ODAA Grant Administration. Parkhill proposes a fee of \$160,800.00 for these services as included in Task Order No. 8 to the Master Services Agreement. The fees associated with this scope of work are all reimbursable by the FAA and ODAA, with approximately 5% being funded by the City.

III. BUDGET IMPACT

Everything in Task Order No. 8 is approximately 95% complete reimbursable by the FAA and ODAA. The remaining 5% will be funded by the City of Bartlesville. The FY 25-26 Capital Budget approved by Council includes \$150,000 for sponsor matching funds for airport projects.

IV. RECOMMENDED ACTION

Staff recommends approval of Task Order No. 8 to the Parkhill Master Services Agreement.





Mr. James S. Curd, Jr City of Bartlesville 401 South Johnstone Ave Bartlesville, Oklahoma 74003

Re: Task Order 08 to MASTER AGREEMENT for Professional Services

Construct Box Hangars-Bartlesville Municipal Airport

Dear Mr. Curd:

As requested, we prepared Task Order 08 for Final Design, Bidding Phase, Geotechnical Investigation and Report, FAA NPE Grant Administration, FAA AIG Grant Administration, and ODAA Grant Administration services related to the Project. Parkhill understands the Project scope to include the construction of up to 3 75'x75' hangars, located on the taxilane constructed in the FY 24 FAA project. The project will also include concrete apron pavement connecting the new hangars to the taxilane. The hangars are anticipated to have water and sewer service, and the connections to the new water and sewer service extensions that are being constructed in a separate project will be included in the design for this project. Because the hangars will be used for aircraft storage only, and each less than 12,000 SF, no fire suppression system will be included in the design. Because the existing site conditions will soon change with the pending entrance road extension project, no new topographic survey will be obtained. The planned final surfaces for the recent taxilane project and the upcoming entrance road project will be merged to create the existing surface on which the design for the hangars will be based.

- 1. Parkhill to provide Engineering Design Services for the construction of Box Hangars, including:
 - a. Commence with Predesign Meeting involving Parkhill and Owner. This meeting will discuss scope, Owner objectives, schedule, budget, and other pertinent information.
 - b. Perform design and prepare a plan set with the required sheets
 - c. Prepare Technical Specifications per FAA AC 150/5370-10H, ODOT Specifications or other industry standards.
 - d. Prepare opinion of cost (OPC) to reflect final design.
 - e. Perform QC on Project deliverables.
 - f. Prepare and submit FAA Form 7460 for airspace review.
 - g. Host a final review meeting with Owner.
- 2. Parkhill to provide Bidding Services as further detailed in Exhibit A.
- 3. Parkhill to provide Geotechnical Investigation and Report for use in the design of the foundation for the new Box Hangars, as further detailed in Attachment 1 to Exhibit A.
- 4. Parkhill to provide FY 26 FAA NPE Grant Administration Services as further detailed in Exhibit A. The NPE and AIG grant funds available to the airport can be used on the same project, but must be applied for, issued and managed as 2 independent and separate grants.
- 5. Parkhill to provide FY 26 FAA AIG Grant Administration Services as further detailed in Exhibit A. The NPE and AIG grant funds available to the airport can be used on the same project, but must be applied for, issued and managed as 2 independent and separate grants.
- Parkhill to provide ODAA Grant Administration Services as further detailed in Exhibit A.

Fee for Proposed Task Order No. 08 services is defined in Exhibit B attached and summarized as follows:

Task 3FDS	Lump Sum Fee for Final Design Services	\$ 105,000.00
Task 4BID	Lump Sum Fee for Bid Phase Services	\$ 8,500.00
Task 8SSD	Lump Sum Fee for Geotechnical Investigation and Report	\$ 10,300.00
Task 11FA	Lump Sum Fee for FY 26 FAA NPE Grant Administration Services	\$ 13,500.00
Task 11FB	Lump Sum Fee for FY 26 FAA AIG Grant Administration Services	\$ 13,500.00
Task 12OG	Lump Sum Fee for ODAA Grant Administration Services	\$ 10,000.00
TOTAL TASK	ORDER NO. 08	\$ 160 800 00

We propose to modify the City of Bartlesville and Parkhill agreement dated November 7, 2022 and provide approved Task services under provisions of attached Exhibit B - Payments to the Engineer, Article B4.01 (Lump Sum Method). Any necessary additional services will be provided, according to Exhibit B - Payments to the Engineer, Article B4.02. Compensation for Tasks services shall not exceed the total noted without Owner's written approval.

If these Task Order terms are agreeable, please execute and return one copy to our office. We will take receipt of the signed letter as our Notice to Proceed with these services. We look forward to working with you on completing this Project. For anything further, please contact Toby Baker directly at tbaker@parkhill.com or 405.832.9903.

Sincerely,	Accepted by:
PARKHILL	CITY OF BARTLESVILLE
By Tok J. Baker	By
Toby Baker, PE Oklahoma Aviation Lead Partner	James S. Curd, Jr Date Mayor

TJB/bc

EXHIBIT A ENGINEER'S SERVICES

Article 1 of the Master Agreement is amended and supplemented to include the following sample agreement of the parties. ENGINEER shall provide Basic and authorized Additional Services as set forth in Exhibit A of each Task Order to the Master Agreement.

PART 1 -- BASIC SERVICES

- A 1.01 Study and Report Phase (Not Used)
- A 1.02 Preliminary Design Phase (Not Used)
- A 1.03 Final Design Phase (Tasks 3FDS and 8SSD)
- A. After acceptance by OWNER of Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for Project, and upon written authorization from OWNER. ENGINEER shall:
 - 1. Based on noted acceptance, direction, and authorization, prepare final Drawings and Specifications indicating scope, extent, and character of Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with most recent Industry-standard format of Construction Specifications Institute or in general conformance with standard specifications provided by funding agency.
 - 2. Provide technical criteria, written descriptions, and design data for OWNER use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve final design of Project and assist OWNER in consultations with appropriate authorities.
 - 3. Advise OWNER of any adjustments to opinion of probable Construction Cost.
 - 4. Prepare and furnish five sets of Bidding Documents and a revised opinion of probable Construction Cost for review and approval by OWNER, its legal counsel and other advisors as appropriate, and assist OWNER in preparation of other related documents.
- B. Number of prime contracts for Work designed or specified by ENGINEER upon which ENGINEER compensation has been established under this Master Agreement is one.
- C. ENGINEER services under Final Design Phase will be considered complete on the date when final Bidding Documents are delivered to OWNER.
- A 1.04 Bidding or Negotiating Phase (Task 4BID)
- A. After acceptance by OWNER of Bidding Documents and most recent opinion of probable Construction Cost as determined in Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:
 - 1. Furnish number of copies of Bidding Documents as required by prospective bidders and furnishers of material and equipment. All sets of Bidding Documents are to be paid for separately under Exhibit B as an Additional Service.
 - 2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents are issued, attend prebid

conferences, if any, and receive and process Contractor deposits or charges for Bidding Documents.

- 3. Prepare and issue Addenda as appropriate to clarify, correct, or change Bidding Documents.
- 4. Consult with OWNER as to qualifications of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of Work as to which such acceptability is required by Bidding Documents.
- 5. Attend bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for Work.
- B. Bidding or Negotiating Phase will be considered complete upon commencement of Construction Phase or upon cessation of negotiations with prospective Contractors.
- A 1.05 Construction Phase (Not Used)
- A 1.06 Grant Administration Phase (Tasks 11FA, 11FB, and 12OG)
 - A. Upon identification of all grant-eligible project costs, and upon written authorization from OWNER, ENGINEER shall:
 - 1. FAA Grant Administration. Prepare the following, in support of the grant from the Federal Aviation Administration:
 - a. Application for Federal Assistance (Grant Application)
 - b. Invoice Summary and Request for Reimbursement (prepared monthly while the grant is active and there are reimbursable invoices for that month)
 - c. SF-425 Federal Financial Report
 - d. SF-271 Outlay Report and Request for Reimbursement
 - e. Distribution of AIP Grant Costs
 - f. Grant Close-Out Packet
 - 2. *ODAA Grant Administration*. Prepare the following, in support of the grant from the Oklahoma Department of Aerospace and Aeronautics:
 - a. ODAA Grant Application
 - b. Monthly ODAA Partial Pay Request Form (reimbursement)
 - c. Construction Management Program per ODAA requirements
 - d. ODAA Closeout Documentation, as required by the ODAA Grant Agreement

PART 2 -- ADDITIONAL SERVICES

A 2.01 Additional Services Requiring OWNER's Authorization in Advance (Not Used)



October 21, 2025

PROJECT SCOPE & FEE

Reference: Bartlesville Hangars

Parkhill Mr. Craig Boyer, P.E. 14101 Wireless Way, Suite 350 Oklahoma City, OK 73134

via Email: cboyer@parkhill.com

Re: Proposed Hangars

Bartlesville Municipal Airport Bartlesville, Oklahoma

Project Information

We understand the project includes construction of three new hangars, each covering a footprint of 75'x75', along the new taxiway. New apron pavements are expected to be included. The hangars are expected to be lightly-loaded, pre-engineered metal buildings. New apron pavements are expected to be Portland cement concrete over aggregate base.

Scope of Services

The following scope of services is suggested:

- Six borings will be advanced to 20 feet or auger refusal, whichever occurs first. 4 samples will be
 obtained in the top 10 feet using either a split-barrel or thin-walled tube sampler. Subsequent samples
 obtained at 5-foot intervals to the boring termination depth. Borings will be backfilled or plugged per
 OWRB
- Each sample will be evaluated for moisture. One sample from each boring will be classified per USCS; remaining samples visually classified. If sufficient recovery is obtained, samples obtained within thinwalled tubes will be evaluated for unconfined compressive strength.

Following the completion of subsurface exploration, the geotechnical engineer will prepare a report summarizing the drilling methods, test results, and will provide recommendations for earthwork and the design and construction of on-grade floor slabs and foundations. Recommendations for subgrade support of pavements will also be included. We expect to submit our report four weeks after completion of field work. Verbal recommendations can be provided as results are obtained.

Respectfully Submitted.

Mark H. Hinderliter, P.E. – President

HINDERLITER GEOTECHNICAL ENGINEERINGOklahoma Certificate of Authorization 5528 PE Expires 6-30-2027

EXHIBIT B PAYMENTS TO ENGINEER LUMP SUM METHOD

Article 4 of the Master Agreement is amended and supplemented to include the sample agreement of the parties stating Engineer shall provide Basic and authorized Additional services as set forth in Exhibit B of each Task Order to the Master Agreement.

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

- B 4.01 Compensation for Basic Services Lump Sum Method of Payment
 - A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A-Part 1, as follows:
 - 1. A Lump Sum amount of \$160,800.00 based on the following distribution of compensation:

a.	Study and Report Phase	\$_	
b.	Preliminary Design Phase	\$_	
C.	Final Design Phase	\$_	115,300
d.	Bidding and Negotiating Phase	\$	8,500
e.	Construction Phase	\$	
f.	Grant Administration Phase	\$	37,000

- 2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Direct Expenses.
- 3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.
- 4. The Lump Sum is conditioned on Construction Contract Times to complete the Work not exceeding ___* __ months. Should the Construction Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

^{*}To be negotiated if required.



Agenda Item 7 e.i.

December 1, 2025

Prepared by Deputy Chief Troy Newell
Police Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to retire, surplus, and donate K-9 Thaddeus and allow his handler to adopt him.

Attachment: Request for retirement of K-9 Thaddeus

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department requests to retire K-9 Thaddeus and allow his handler to adopt him. This is in accordance with Oklahoma Statue Title 70 3311: 9B, which states, "Upon retiring the dog from the service it was certified to perform, the law enforcement department that handled the dog shall retain possession of the dog. The handler shall have first option of adopting the dog. If that option is not exercised, the law enforcement department shall provide for its adoption. Once adopted the dog shall not be placed back into active service".

III. RECOMMENDED ACTION

Staff recommends that Council review and approve the canine as surplus in order to retire and donate K-9 Thaddeus and allow his handler to adopt him.

Bartlesville Police Department

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

615 S. Johnstone Ave. Bartlesville, OK 74003

Non-Emergency 918.338.4001 Administration 918.338.4050



To: City Manager Mike Bailey & Assistant City Manager Laura Sanders

From: Deputy Chief Troy Newell

Subject: Bartlesville Police K-9 Thaddeus (Retirement)

Date: 11-20-2025

Mr. Bailey & Ms. Sanders,

The time has come for the Bartlesville Police Department to retire K-9 Thaddeus. Thaddeus has faithfully served the community, our department, and his police officer handlers for many years.

Thaddeus has reached the age of 10, placing him in the 8-10-year age range, which is the average effective service age in the police industry. Thaddeus's physical abilities have diminished noticeably, and his effectiveness as a police asset will continue to decline as he ages.

As you know, it has been our department's past practice to allow the police officer handler to take possession of their retired K-9 partner and transfer ownership of the dog to the handler. This is common practice in law enforcement due to the bond between handlers, their families, and their assigned K-9 partner.

It is our intent to donate Thaddeus to his police officer handler, once approved. This is in accordance with Oklahoma Statue Title 70 3311: 9B, which states, "Upon retiring the dog from the service it was certified to perform, the law enforcement department that handled the dog shall retain possession of the dog. The handler shall have first option of adopting the dog. If that option is not exercised, the law enforcement department shall provide for its adoption. Once adopted the dog shall not be placed back into active service".

If possible, our department would like to bring this matter before the City of Bartlesville's City Council at the regularly scheduled meeting on December 1, 2025.

Consideration of this matter for approval is greatly appreciated.

Respectfully,

Troy Newell
Deputy Chief of Police
Bartlesville Police Department



Agenda Item <u>7.f.i.</u>

December 1st 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 November 2025.

III. Staff Comments and Analysis:

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

Date: 11/20/2025

1. System Overview

- Total ALPR Cameras Installed: 9

- Current Locations:

#	Location	Distance from City Limit
1		
1	Frank Phillips & Western-	Approx. 300'- Straight east of west city limit.
	Eastbound	
2	815 NE Washington Blvd-	Approx. 365' straight south of north city limit.
	Southbound	
3	3250 SE Washington	Approx. 160' straight North of south city limits.
	Blvd-Northbound	
4	East of Industrial Blvd	Approx. 100' straight west of east city limit.
	and Nowata Blvd	
	Westbound	
5	Tuxedo Blvd and Caney	Annay 90' attaight gouth of north limit
3	· · · · · · · · · · · · · · · · · · ·	Approx. 80' straight south of north limit.
	River Bridge – Eastbound	
6	14 th Street & Texas	Approx. 50' straight south or north city limit.
	Circle-Eastbound	
7	Adams Blvd and Adeline	Approx. 125' straight north of south city limit. (Awaiting
	Ave -Eastbound	installation)
8	Silver Lake Rd. & Rice	Approx. 5 feet straight west of east city limits.
	Creek Rd - Northbound	reprove a root and give vious of outer only limited.
9	Virginia Ave. & Herrick-	Annay 105" straight south of north west site limit
9		Approx. 105" straight south of north west city limit.
	Southbound	
10	Bison Rd. & Adams	Approx. 490' straight east of the east city limit.
	BlvdWestbound	

- System Manufacturer/Provider: Flock Safety

- Retention Period: 30 days

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

2. System Activity Summary

Report Dates October 23 rd to November 20 th .	
Total License Plates Captured	582,082
Unique License Plates Captured	n/a
Total Hotlist Entered	0
Alerts Matched Against Hotlists	0
Searches Conducted by Personnel	45 searches total, on 9 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	11/04/2025
		Deputy Chief -		
Andrew	Ward	Operations	Admin	11/11/2025
Chad	McCarty	D.A. Investigator	User	08/13/2025
Daniel	Elkins	CID Captain	Admin	11/20/2025
Daniel	Mains	Patrol Lieutenant	Admin	11/05/2025
Gina	Kennedy	Dispatcher	User	10/05/2025
Glenn	McClintock	CID Lieutenant	Admin	11/052025
Greg	Oates	LEAD	Admin	09/07/2025
Hannah	Harbour	LEAD	Admin	11/11/2025
Jakaya	Barker	Dispatcher	User	Deactivated
Jamie	Tennell	Dispatcher	User	Deactivated
Jasie	Mercier	Dispatcher	User	11/15/2025
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	10/24/2025
Keylee	Johnson	LEAD	Admin	11/18/2025
Lauren	Holland	Dispatcher	User	11/10/2025
Lisa	Duncan	Dispatcher	User	08/24/2025
Makinze	Powell	Dispatcher	User	11/17/2025
Mike	Stokes	Dispatcher	Admin	07/31/2025
Rudy	Brooklyn	Dispatcher	User	11/19/2025
Sarah	Barajas	Dispatcher	User	Deactivated
Sarah	Vigil	Dispatcher	User	04/24/2025
Tanya	Yates	Dispatcher	User	11/19/2025

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

5. System Maintenance & Uptime

Camera Location	Uptime %	Maintenance Performed	Notes
#1 Frank Phillips Blvd @ Hwy 123	99%	Device Operating Normally	Installed 2/5/2025
#2 815 NE Washington Blvd- Southbound	100%	Device Operating Normally	Installed 10/28/25
#3 3250 SE Washington Blvd- Northbound	100%	Device Operating Normally	Installed 10/30/25
#4 East of Industrial Blvd and Nowata Blvd Westbound	100%	Device Operating Normally	Installed 10/30/25
#5 Tuxedo Blvd and Caney River Bridge – Eastbound	100%	Device Operating Normally	Installed 10/28/25
#6 14th Street & Texas Circle- Eastbound	100%	Device Operating Normally	Originally installed 10/22/24 replaced September/October 2025
#7 Adams Blvd and Adeline Ave - Eastbound			Awaiting installation
#8 Silver Lake Rd. & Rice Creek Rd - Northbound	100%	Device Operating Normally	Installed 11/19/25
#9 Virginia Ave. & Herrick-Southbound	100%	Device Operating Normally	Installed 10/22/24
#10 Bison Rd. & Adams Blvd Westbound	100%	Device Operating Normally	Installed 10/22/25

6. Privacy & Compliance

- Data Retention Policy Enforced: [Yes/No]

- Compliance Review Completed: [Yes/No]

7. Comments/Recommendations

• We are nearly completed with the relocation of all cameras. All the cameras that were in violation with our ordinance was removed on 10/27/25. We have reinstalled all cameras except for one location.

See attached excel reports for greater detail.

role_name	name	Service	Days Visited
Admin	Andrew Ward	All FlockOS	1
Admin	Andrew Ward	Hotlist Page	
Admin	Andrew Ward	Search Page	1
Admin	Andrew Ward	Sharing Page	
Admin	Andrew Ward	VMS Page	
Admin	Andrew Ward	Web App	1
Admin	Daniel Elkins	All FlockOS	4
Admin	Daniel Elkins	Hotlist Page	
Admin	Daniel Elkins	Search Page	
Admin	Daniel Elkins	Sharing Page	
Admin	Daniel Elkins	VMS Page	
Admin	Daniel Elkins	Web App	4
Admin	Daniel Mains	All FlockOS	3
Admin	Daniel Mains	Mobile App	
Admin	Daniel Mains	Search Page	3
Admin	Daniel Mains	Web App	3
Admin	Glenn McClintock	All FlockOS	4
Admin	Glenn McClintock	Hotlist Page	1
Admin	Glenn McClintock	Mobile App	
Admin	Glenn McClintock	Search Page	4
Admin	Glenn McClintock	Sharing Page	
Admin	Glenn McClintock	VMS Page	
Admin	Glenn McClintock	Web App	4
Admin	Greg Oates	All FlockOS	
Admin	Greg Oates	Hotlist Page	
Admin	Greg Oates	Search Page	
Admin	Greg Oates	Web App	
Admin	Hannah Harbour	All FlockOS	6
Admin	Hannah Harbour	Hotlist Page	1
Admin	Hannah Harbour	Search Page	
Admin	Hannah Harbour	VMS Page	
Admin	Hannah Harbour	Web App	1
Admin	Jay Hastings	All FlockOS	
Admin	Jay Hastings	Hotlist Page	
Admin	Jay Hastings	Sharing Page	
Admin	Jay Hastings	Web App	
Admin	Kevin Ickleberry	All FlockOS	. 1
Admin	Kevin Ickleberry	Hotlist Page	1
Admin	Kevin Ickleberry	Web App	1
Admin	Keylee Johnson	All FlockOS	11
Admin	Keylee Johnson	Hotlist Page	3
Admin	Keylee Johnson	Search Page	
Admin	Keylee Johnson	Sharing Page	
Admin	Keylee Johnson	VMS Page	
Admin	Keylee Johnson	Web App	3
Admin	Mike Stokes	All FlockOS	

Admin	Mike Stokes	Hotlist Page	
Admin	Mike Stokes	VMS Page	
Admin	Mike Stokes	Web App	
Admin	Travis Martinez	All FlockOS	
Admin	Tyler Diedrich	All FlockOS	
Admin	Tyler Diedrich	Hotlist Page	
Admin	Tyler Diedrich	Search Page	
Admin	Tyler Diedrich	VMS Page	
Admin	Tyler Diedrich	Web App	
Dispatch	Alison Pittman	All FlockOS	2
Dispatch	Alison Pittman	Hotlist Page	2
Dispatch	Alison Pittman	Web App	2
No Assigned Ro	Chris Neal	All FlockOS	
No Assigned Ro	Jakaya Barker	All FlockOS	
No Assigned Ro	Jakaya Barker	Hotlist Page	
No Assigned Ro	Jakaya Barker	Web App	
_	Joshua Johnson	All FlockOS	
No Assigned Ro	Joshua Johnson	Hotlist Page	
No Assigned Ro	Joshua Johnson	Mobile App	
No Assigned Ro	Joshua Johnson	Search Page	
_	Joshua Johnson	Sharing Page	
_	Joshua Johnson	VMS Page	
_	Joshua Johnson	Web App	
No Assigned Ro		All FlockOS	
No Assigned Ro	•	Web App	
No Assigned Ro	•	All FlockOS	
	Warren Morrow	All FlockOS	
	Warren Morrow	Hotlist Page	
_	Warren Morrow	Search Page	
-	Warren Morrow	VMS Page	
_	Warren Morrow	Web App	
User	Chad McCarty	All FlockOS	
User	Chad McCarty	Hotlist Page	
User	Chad McCarty	Web App	
User	Gina Kennedy	All FlockOS	
User	Gina Kennedy	Hotlist Page	
User	Gina Kennedy	Web App	
User	Jamie Tennell	All FlockOS	
User	Jamie Tennell	Search Page	
User	Jamie Tennell	Web App	
User	Jasie Mercier	All FlockOS	8
User	Jasie Mercier	Hotlist Page	3
User	Jasie Mercier	Web App	3
User	Jennifer Hart	All FlockOS	-
User	Jennifer Hart	Hotlist Page	
User	Jennifer Hart	Web App	
User	Lauren Holland	All FlockOS	4

User	Lauren Holland	Hotlist Page	4	
User	Lauren Holland	Web App	4	
User	Lisa Duncan	All FlockOS		
User	Lisa Duncan	Hotlist Page		
User	Lisa Duncan	Web App		
User	Makinze Powell	All FlockOS	17	
User	Makinze Powell	Hotlist Page	17	
User	Makinze Powell	Web App	17	
User	Rudy Brooklyn	All FlockOS	9	
User	Rudy Brooklyn	Hotlist Page	1	
User	Rudy Brooklyn	Web App	1	
User	Sarah Vigil	All FlockOS		
User	Sarah Vigil	Web App		
User	Tanya Yates	All FlockOS	11	
User	Tanya Yates	Hotlist Page	1	
User	Tanya Yates	Web App	1	
				1/2

€

Date	groupbysummary	Volume
#######	Bartlesville OK PD	28017
########	Bartlesville OK PD	27325
########	Bartlesville OK PD	26918
########	Bartlesville OK PD	26605
#######	Bartlesville OK PD	26451
########	Bartlesville OK PD	26309
#######	Bartlesville OK PD	25385
#######	Bartlesville OK PD	25361
########	Bartlesville OK PD	24538
########	Bartlesville OK PD	24098
########	Bartlesville OK PD	23113
#######	Bartlesville OK PD	22618
#######	Bartlesville OK PD	21824
#######	Bartlesville OK PD	21794
########	Bartlesville OK PD	20107
#######	Bartlesville OK PD	19974
#######	Bartlesville OK PD	19710
	Bartlesville OK PD	19223
	Bartlesville OK PD	19198
	Bartlesville OK PD	18666
	Bartlesville OK PD	18538
***************************************	Bartlesville OK PD	18402
	Bartlesville OK PD	14151
	Bartlesville OK PD	13703
	Bartlesville OK PD	12888
	Bartlesville OK PD	10746
	Bartlesville OK PD	10489
	Bartlesville OK PD	10101
#######	Bartlesville OK PD	5830

Days Used FlockOS Last 30 Most Recent Visit User 9 ####### Rudy Brooklyn 11 ######## Tanya Yates **Daniel Elkins** 4 ######## 11 ######## Keylee Johnson 17 ######## Makinze Powell Jasie Mercier 8 ####### Andrew Ward 1 ######## Hannah Harbour 6 ######## Lauren Holland 4 ####### 3 ######## **Daniel Mains** Glenn McClintock 4 ######## Alison Pittman 2 ######## Kevin Ickleberry 1 ######## 0 ####### Gina Kennedy 0 ####### **Greg Oates** Jamie Tennell 0 ####### 0 ####### Jakaya Barker Lisa Duncan 0 ####### Jennifer Hart 0 ######## **Chad McCarty** O ######## Mike Stokes 0 ####### Joshua Johnson 0 ####### Sarah Barajas 0 ####### Sarah Vigil 0 ####### Tyler Diedrich 0 ####### 0 ######## Jay Hastings Warren Morrow 0 ####### Chris Neal 0 ####### Travis Martinez 0 Troy Newell 0



Agenda Item 7.g.i.
November 17, 2025
Prepared by Jason Muninger, CFO/City Clerk
Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the four months ending October 31, 2025.

Attachments:

Interim Financials for October 31, 2025

II. STAFF COMMENTS AND ANALYSIS

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



REPORT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

For The Four Months Ended October 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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EXPENDITURE BUDGET STATUS
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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

33% of Year Lapsed

			2025-26 Fisc	al Year			2024-25 Fisc	al Year
						% of		% Total
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	Budget	YTD Total	Year
Revenue:								
Sales Tax	\$ 17,934,728	\$ 5,978,243	\$ 6,168,120	\$ -	\$ 6,168,120	34.4%	\$ 6,174,021	34.0%
Use Tax	4,700,959	1,566,986	1,637,141	-	1,637,141	34.8%	1,515,412	30.3%
Gross Receipt Tax	1,454,200	484,733	518,840	-	518,840	35.7%	495,383	33.0%
Licenses and Permits	258,100	86,033	166,062	-	166,062	64.3%	165,821	70.7%
Intergovernmental	686,200	228,733	199,164	-	199,164	29.0%	197,067	17.0%
Charges for Services	528,613	176,204	192,676	-	192,676	36.4%	204,658	38.8%
Court Costs	133,100	44,367	55,771	-	55,771	41.9%	43,876	28.5%
Police/Traffic Fines	266,300	88,767	95,296	-	95,296	35.8%	84,110	30.7%
Parking Fines	44,600	14,867	11,000	-	11,000	24.7%	16,965	34.5%
Other Fines	55,400	18,467	19,623	-	19,623	35.4%	18,096	31.1%
Investment Income	1,760,000	586,667	596,000	-	596,000	33.9%	713,470	29.6%
Miscellaneous Income	1,107,700	369,233	347,316	-	347,316	31.4%	413,306	32.0%
Transfers In	7,911,123	2,637,041	2,637,043		2,637,043	33.3%	2,183,219	33.3%
Total	\$ 36,841,023	\$ 12,280,341	\$ 12,644,050	\$ -	\$ 12,644,050	34.3%	\$ 12,225,404	32.7%
Expenditures:								
General Government	¢ 10 011 0E1	\$ 3,637,017	\$ 3,807,386	\$ 72,161	\$ 3,879,547	35.6%	\$ 2,994,008	29.0%
Public Safety	\$ 10,911,051 19,874,970	6,624,990	6,632,160	236,614	5 5,879,547 6,868,774	34.6%	6,033,293	32.7%
Street	2,210,872	736,957	650,211	16,870	667,081	30.2%	635,012	30.4%
Culture and Recreation	3,927,421	1,309,140	1,218,159	43,627	1,261,786	30.2%	1,178,335	33.2%
Transfers Out				43,027				33.3%
Reserves	3,901,595 1,288,490	1,300,532 429,497	1,300,531	-	1,300,531	33.3% 0.0%	1,595,850 -	33.3% N.A.
								
Total	\$ 42,114,399	\$ 14,038,133	\$ 13,608,447	\$ 369,272	\$ 13,977,719	33.2%	\$ 12,436,498	31.7%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 6,869,826					
Net Revenue (Expense)			(964,397)					

\$ 5,905,429

Ending Fund Balance

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

33% 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 Investment Income Debt Proceeds Miscellaneous	\$ 5,940,336 202,166 83,000,000 100,400	\$ 1,980,112 67,389 27,666,667 33,467	\$ 2,343,895 - - 111,932	\$ - - - -	\$ 2,343,895 - - 111,932	39.5% 0.0% 0.0% 111.5%	\$ 2,225,321 - - - 3,221	34.1% 0.0% N.A. 2.9%
Total	\$ 89,242,902	\$ 29,747,635	\$ 2,455,827	<u>\$</u> _	\$ 2,455,827	2.8%	\$ 2,228,542	32.5%
Expenditures: Wastewater Plant Wastewater Maint BMA Expenses Transfers Out Reserves	\$ 3,097,300 1,052,317 2,000,000 2,015,278 96,602	350,772 666,667 671,759 32,201	285,062 - 671,758 	\$ 2,018,267 21,595 - - -	306,657 - 671,758 	99.0% 29.1% 0.0% 33.3% 0.0%	\$ 3,043,013 292,674 - 612,071 -	97.7% 32.4% N.A. 33.3% N.A.
Total	\$ 8,261,497	\$ 2,753,832	\$ 2,004,834	\$ 2,039,862	\$ 4,044,696	49.0%	\$ 3,947,758	67.4%
Changes in Fund Balance: Fund Balance 7/1			\$ 2,751,267					
Net Revenue (Expense)			450,994					

\$ 3,202,261

Ending Fund Balance

COMBINED WATER OPERATING & BMA WATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

33% 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: Water Fees Investment Income Debt Proceeds Miscellaneous	\$ 11,755,739 274,059 8,000,000 	\$ 3,918,580 91,353 2,666,667 	\$ 3,893,761 - - \$ 3,893,761	- - -	\$ 3,893,761 - - - \$ 3,893,761	33.1% 0.0% 0.0% N.A.	\$ 4,431,229 - - 4,042 \$ 4,435,271	40.5% 0.0% N.A. 45.6%
Total	3 20,023,738	3 0,070,000	3 3,833,701	y -	3,633,701	13.4%	3 4,433,271	33.6%
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	\$ 1,722,181 154,986 823,627 3,728,131 1,061,404 84,654	\$ 1,318,265 152,273 782,401 178,769 1,061,411	\$ 98,170 28,750 (14,474) - -	\$ 1,416,435 181,023 767,927 178,769 1,061,411	27.4% 38.9% 31.1% 1.6% 33.3% 0.0%	\$ 1,450,365 195,946 655,610 1,691,724 959,597	37.0% 40.8% 30.7% 49.2% 33.3% N.A.
Total	\$ 22,724,948	\$ 7,574,983	\$ 3,493,119	\$ 112,446	\$ 3,605,565	15.9%	\$ 4,953,242	38.5%
Changes in Fund Balance: Fund Balance 7/1 Net Revenue (Expense)			\$ 6,293,695					

\$ 6,694,337

Ending Fund Balance

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

	2025-26 Fiscal Year					2024-25 Fiscal Yea	
					% of		% Total
	Total Budget	YTD Budget	YTD Actual	YTD Encum YTD Total	Budget	YTD Total	Year
Revenue: Collection Fees	\$ 6,581,948	\$ 2,193,983	\$ 2,290,224	\$ - \$ 2,290,224	34.8%	\$ 2,264,403	33.4%
Investment Income	2,000	667			0.0%	-	0.0%
Miscellaneous	131,278	45,669	15,806	- 15,806	12.0%	14,407	37.3%
Transfers In					N.A.		N.A.
Total	\$ 6,715,226	\$ 2,240,319	\$ 2,306,030	\$ - \$ 2,306,030	34.3%	\$ 2,278,810	33.4%
Expenditures:							
Sanitation	\$ 3,965,404	\$ 1,321,801	\$ 1,342,258	\$ 135,871 \$ 1,478,129	37.3%	\$ 1,186,774	31.7%
Transfers Out	2,866,594	955,531	955,530	955,530	33.3%	894,768	33.3%
Reserves	148,414	49,471			0.0%		N.A.
Total	\$ 6,980,412	\$ 2,326,803	\$ 2,297,788	\$ 135,871 \$ 2,433,659	34.9%	\$ 2,081,542	32.4%
Changes in Fund Balance:							
Fund Balance 7/1			\$ 482,222				
Net Revenue (Expense)			8,242				
Ending Fund Balance			\$ 490,464				

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	2,105,695	635,685	30%
E-911 Fund	1,231,050	380,584	31%
Special Library Fund	94,386	289,472	307%
Special Museum Fund	10,726	866	8%
Municipal Airport Fund	5,548,464	292,052	5%
Harshfield Library Donation Fund	29,318	, -	0%
Restricted Revenue Fund	-	133,396	N/A
Golf Course Memorial Fund	2,875	300	10%
CDBG-COVID	485,000	_	0%
ARPA	-	_	N/A
Justice Assistance Grant Fund	_	14,410	N/A
Opioid Settlement Fund	_		N/A
Neighborhood Park Fund	4,133	_	0%
Cemetery Care Fund	2,601	591	23%
·	·		
Debt Service Fund	4,893,260	88,514	2%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,839,586	1,170,110	30%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	9,394	18,000	192%
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
Proprietary Funds:			
Adams Golf Course Operating Fund	1,445,903	569,449	39%
Sooner Pool Operating Fund	90,835	29,373	32%
Frontier Pool Operating Fund	88,930	28,111	32%
Municipal Airport Operating	658,487	205,178	31%
	038,487	203,176	31/6
Internal Service Funds:	100 701	25 261	220/
Worker's Compensation Fund	108,791	35,261	32%
Health Insurance Fund	6,371,415	2,301,842	36%
Auto Collision Insurance Fund	75,000 1 220 675	33,412	45%
Stabilization Reserve Fund	1,220,675	406,883	33%
Capital Improvement Reserve Fund	8,304,151	3,652,839	44%
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	40,396	2%
Special Library Fund	194,000	43,404	22%
Special Museum Fund	25,600	4,363	17%
Municipal Airport Fund	5,548,464	503,098	9%
Harshfield Library Donation Fund	483,825	7,480	2%
Restricted Revenue Fund	283,449	37,416	13%
Golf Course Memorial Fund	44,984	22,709	50%
CDBG-COVID	485,000	-	0%
ARPA	1,232,952	410,984	33%
Justice Assistance Grant Fund	-	-	N/A
Opioid Settlement Fund	244,818	120,000	49%
Neighborhood Park Fund	73,643	-	0%
Cemetery Care Fund	18,398	-	0%
Debt Service Fund	4,895,060	-	0%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	7,952,707	1,821,557	23%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	140,148	-	0%
Wastewater Regulatory Capital Fund	376,393	156,882	42%
City Hall Capital Improvement Fund	308,106	10,882	4%
Storm Drainage Capital Improvement Fund	70,379	-	0%
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	31,386	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	322,278	-	0%
2021A G.O. Bond Fund	13,683	-	0%
2022 G.O. Bond Fund	476,133	180,697	38%
2023 G.O. Bond Fund	4,163,794	988,199	24%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,456,327	441,375	30%
Sooner Pool Operating Fund	84,898	30,244	36%
Frontier Pool Operating Fund	106,024	31,791	30%
Municipal Airport Operating	826,621	287,523	35%
Internal Service Funds:			
Worker's Compensation Fund	430,000	63,991	15%
Health Insurance Fund	6,371,415	2,447,602	38%
Auto Collision Insurance Fund	446,559	6,803	2%
Stabilization Reserve Fund	15,997,043	-	0%
Capital Improvement Reserve Fund	15,818,560	3,219,987	20%
Mausoleum Trust Fund	9,968	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

33% of Ye	ar Lapsed		
	Beginning of Year	Change	Current
Special Revenue Funds:	·		
Economic Development Fund	2,603,212	162,768	2,765,980
E-911 Fund	367,641	357,051	724,692
Special Library Fund	407,134	258,434	665,568
Special Museum Fund	160,522	(3,497)	157,025
Municipal Airport Fund	147	26,317	26,464
Harshfield Library Donation Fund	450,528	(956)	449,572
Restricted Revenue Fund	203,720	95,751	299,471
Golf Course Memorial Fund	31,201	(21,660)	9,541
CDBG-COVID	-	-	-
ARPA	1,232,952	(410,984)	821,968
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	591	13,218
Debt Service Fund	3,618,325	88,514	3,706,838
	3,5-2,5-2		2,1 22,222
Capital Project Funds:	C 074 00C	(4.047.222)	E 4 E 4 C 0 2
Sales Tax Capital Improvement Fund	6,971,906	(1,817,223)	5,154,683
Park Capital Improvement Fund	450 204	-	-
Wastewater Capital Improvement Fund	169,391	18,000	187,391
Wastewater Regulatory Capital Fund	402,311	(366,855)	35,457
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	2.005	-	2.005
2014B G.O. Bond Fund	3,885	-	3,885
2015 G.O. Bond Fund	-	-	-
2017 G.O. Bond Fund	-	-	-
2018A G.O. Bond Fund	- 21 200	-	-
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	- (407 120)	23,188
2022A G.O. Bond Fund	844,885	(407,130)	437,755
2023 G.O. Bond Fund	4,624,341	(418,147)	4,206,194
Proprietary Funds:			
Adams Golf Course Operating Fund	165,922	84,038	249,961
Sooner Pool Operating Fund	40,725	(5,529)	35,196
Frontier Pool Operating Fund	75,044	(9,976)	65,069
Municipal Airport Operating	315,126	(48,322)	266,804
Internal Service Funds:			
Worker's Compensation Fund	313,401	(21,125)	292,276
Health Insurance Fund	107,844	(97,760)	10,084
Auto Collision Insurance Fund	526,546	22,087	548,633
Stabilization Reserve Fund	14,776,368	406,883	15,183,251
Capital Improvement Reserve Fund	25,289,727	1,808,305	27,098,032
		_,000,000	
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.

(Published in Bartlesville, OK Examiner-Enterprise October 15, 18 and 22, 2025)

INVITATION FOR BIDS

City of Bartlesville Water Treatment Plant Roof Rehabilitation Bid No. 2025-2026-010

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until 2:00 p.m. on the 17th day of November 2025 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to remove approximately 46,000 square feet of an existing modified bitumen cap sheet and replace with cover board and thermoplastic polyolefin (TPO) membrane roofing, including a full section roof system replacement around all existing drain locations, as called for in the plans and specifications on file in the Engineering Department, (918) 338-4251, City Hall, 401 South Johnstone Ave., Bartlesville, Oklahoma 74003. Plans, specifications, and contract documents may be examined and are available at a nonrefundable charge of \$25.00 in this office, or they can be requested and received via email at no charge (kdtoulou@cityofbartlesville.org).

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003. PROPOSAL FOR WATER TREATMENT PLANT ROOF **REHABILITATION, BID NO. 2025-2026-010.** Proposals shall be accompanied by a five percent (5%) bid guarantee.

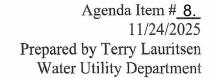
Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Instruction to Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

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

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

DATED this 9th day of October, 2025.

Jason Mlminger City Clerk Kim. In Duse





BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2025-2026-010 for the Water Treatment Plant Roof Rehabilitation.

B. ATTACHMENTS:

None

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

A. PROJECT DESCRIPTION:

One of the capital projects approved for this fiscal year through the Water Plant Capital Reserve Fund is the rehabilitation of the plant roof. The existing roof is flat and uses a tapered insulation system with a bitumen cap sheet designed to channel water to multiple roof drains. Over the past several years, this system has developed numerous leaks. Although problem areas were repaired in 2023, the cap sheet continues to debond, and the increasing extent of the leaks now requires a rehabilitation of the roofing system.

The current plan is to remove the existing cap sheet and install a new cover board and thermoplastic polyolefin (TPO) roofing system over the existing tapered insulation. Full section replacements will be completed around each drain. This approach will provide a 25-year full-coverage warranty for the roofing system.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, thirteen (13) contractors obtained copies of the bid documents and three (3) contractors submitted a bid. The bids were as follows:

Heritage Hills Commercial Services (Edmond, OK)	\$465,000.00
Atwell Roofing Company, Inc. (Tulsa, OK)	\$590,004.00
Hi-Tech Systems, Inc. (Sand Springs, OK)	\$699,673.00

The bids were evaluated for bid bonds, line-item pricing, arithmetic accuracy, and bidder qualifications. Although each bidder submitted the required bid bonds and their arithmetic was correct, the solicitation also required a qualification statement that included prior projects using

the proposed roofing system, proof of insurance, workers' compensation rating, employment documentation, and compliance with Oklahoma Bill #2180 – the Roofing Contractor Registration Act.

Heritage Hills Commercial Services did not provide this required information with their bid. As a result, their submission is incomplete and has been removed from consideration. The second-low bidder, Atwell Roofing Company, submitted all required documentation, and references for their previous projects provided favorable reviews.

C. BUDGET AMOUNT:

\$850,000 is the total budget for the project from the Water Plant Capital Reserve Fund. The lowest complete bid, Atwell Roofing Company (\$590,004.00), is \$259,996 below the available budget.

III. RECOMMENDED ACTION

Council Member

Atwell Roofing Company, founded in 1983, provided the lowest complete bid and has an extensive record of successfully completing projects of this type. After reviewing their qualifications, staff confirms that Atwell Roofing has the necessary staffing and technical experience for the project.

Staff recommends rejecting the incomplete bid from Heritage Hills Commercial Services and awarding the contract to Atwell Roofing Company, Inc. in the amount of \$590,004.00.

11/24/2025

Information for Item 9 will be provided at the meeting.



Agenda Item <u>10.</u>
December 01, 2025
Prepared by Larry R. Curtis, Director
Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discussion and status update on the BRTA and TIFs 1 and 2 to include possible adoption of an MOU between the City of Bartlesville and the BRTA.

Attachments:

MOU

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Redevelopment Trust Authority was established by the City of Bartlesville primarily to support the redevelopment of Bartlesville's historic downtown. The main tool used by the BRTA were tax increment finance districts (TIF). In particular, TIF 1 and 2 were created to provide development/redevelopment funds to assist the downtown central business district and the residential areas adjacent to downtown.

Both of these TIFs have now expired, but the remaining funds collected during the term of these TIFs can still be used to fulfill the purposes for which they were collected. There is approximately \$4M total remaining in the two TIFs. In addition to this fact, the BRTA Executive Director is retiring effective December 31, 2025. City staff was concerned that the BRTA would not be able to obtain a quality executive director for the short time remaining before the funds are exhausted.

At its recent meeting in November, the BRTA board reviewed the proposed Memorandum of Understanding but opted not to take action. Instead, the board requested a revision to the section addressing accounting and finance. The original language stated that all BRTA accounting and finance functions "shall be integrated" into the City's financial management system. The board asked that this be modified to "may be integrated" and to include a clarification that the City will work with the BRTA's current accounting firm during a transition period. Staff is bringing the agreement back with the requested change for consideration and possible action.

III. RECOMMENDED ACTION

Staff recommends that Council Approve the proposed updated MOU.

MEMORANDUM OF UNDERSTANDING

between The City of Bartlesville, Oklahoma and

The Bartlesville Redevelopment Trust Authority

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Bartlesville, Oklahoma (hereinafter referred to as the "City") and the Bartlesville Redevelopment Trust Authority (hereinafter referred to as the "BRTA"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the City of Bartlesville ("City") and the Bartlesville Redevelopment Trust Authority ("BRTA") desire to formalize their partnership for the provision of executive, administrative, accounting, and financial services in support of BRTA operations; and

WHEREAS, the current BRTA Executive Director will retire at the end of 2025, creating the need for a new administrative structure to ensure continuity of service, statutory compliance, and efficient coordination between the City and BRTA; and

WHEREAS, both Parties agree that integrating BRTA administrative operations into the City's Community Development Department ("CDD") will promote transparency, accountability, and cost efficiency while maintaining BRTA's independence as a public trust governed by its Board of Trustees; and

WHEREAS, both Parties desire to document the roles, responsibilities, and expectations associated with this transition to ensure a smooth and coordinated transfer of duties;

NOW, THEREFORE, in consideration of the mutual covenants and commitments herein, the City and BRTA agree as follows:

CITY RESPONSIBILITIES

1. Executive and Administrative Oversight

- a) The City's Community Development Director shall serve as the Executive Director of BRTA, providing executive oversight, coordination, and compliance with the BRTA Trust Indenture, Oklahoma statutes, and board directives.
- b) The Community Development shall appoint someone within his/hers office to serve as Deputy Director, assisting in day-to-day operations, program management, meeting packet preparation, and compliance reporting.
- c) The City shall establish and supervise one Downtown Projects Coordinator type position, funded through BRTA's administrative budget, to manage public-facing project coordination, developer inquiries, and program compliance.

2. Accounting and Financial Management

- a) The City's Chief Financial Officer (CFO) shall serve as the Treasurer of BRTA, responsible for managing financial transactions, maintaining ledgers, and preparing quarterly and annual financial statements for the BRTA Board.
- b) All BRTA accounting and finance functions shall may be integrated into the City's financial management system and subject to the same internal controls, audit procedures, and reporting standards as other City funds. The City shall work with the BRTA's current accounting firm on a transition period.
- c) The City shall coordinate with BRTA's independent auditors to ensure all financial reporting meets Oklahoma Public Trust Act requirements.

3. Legal and Operational Support

- a) The BRTA shall maintain its own independent legal representation to provide general counsel, advice, and legal review of trust matters, contracts, and proceedings.
- b) The City Attorney's Office may provide legal support services to BRTA as needed.
- c) The City shall maintain digital and physical records of all BRTA actions, including meeting minutes, resolutions, financial reports, and program files.

4. Budget and Reporting

- a) The City shall prepare and present to the BRTA Board an annual administrative services budget for approval.
- b) The City shall provide quarterly status reports to the BRTA Board detailing project progress, financial performance, and compliance updates.

BRTA RESPONSIBILITIES

1. Governance and Policy Authority

- a) The BRTA Board shall retain full policy-making and decision-making authority under the Oklahoma Public Trust Act and BRTA Trust Indenture.
- b) The Board shall review and approve all major financial commitments, incentive awards, and redevelopment agreements presented by City staff.

2. Funding and Reimbursement

a) BRTA shall allocate \$150,000, covering salaries, benefits, professional services, and related operating costs sufficient funding annually to cover the cost of City services.

3. Collaboration and Communication

- a) BRTA shall work collaboratively with City staff to establish annual goals, reporting schedules, and communication protocols.
- b) BRTA shall provide timely access to all documents, contracts, and files necessary for the City to fulfill its administrative and financial management duties.

TERM AND TERMINATION

Date: _____

This MOU shall become effective upon signature by both parties and shall remain in effect unless modified or terminated by mutual agreement. Either party may request amendment or termination with ninety (90) days' written notice to the other.

AMENDMENTS

Any modification of this MOU must be in writing and app Board.	·	ty Council and the BRTA
SIGNATURES		
IN WITNESS WHEREOF, the City of Bartlesville and the Ba	rtlesville Redevelopr	nent Trust Authority have
executed this Memorandum of Understanding on this	day of	, 2025.
CITY OF BARTLESVILLE		
By:		
(Signature)		
Name:		
Title:		
Date:		
BARTLESVILLE REDEVELOPMENT TRUST AUTHORITY		
Ву:		
(Signature)		
Name:		
Title:		

MEMORANDUM OF UNDERSTANDING

between The City of Bartlesville, Oklahoma and

The Bartlesville Redevelopment Trust Authority

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RECITALS

WHEREAS, the City of Bartlesville ("City") and the Bartlesville Redevelopment Trust Authority ("BRTA") desire to formalize their partnership for the provision of executive, administrative, accounting, and financial services in support of BRTA operations; and

WHEREAS, the current BRTA Executive Director will retire at the end of 2025, creating the need for a new administrative structure to ensure continuity of service, statutory compliance, and efficient coordination between the City and BRTA; and

WHEREAS, both Parties agree that integrating BRTA administrative operations into the City's Community Development Department ("CDD") will promote transparency, accountability, and cost efficiency while maintaining BRTA's independence as a public trust governed by its Board of Trustees; and

WHEREAS, both Parties desire to document the roles, responsibilities, and expectations associated with this transition to ensure a smooth and coordinated transfer of duties;

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- The City shall coordinate with BRTA's independent auditors to ensure all financial reporting meets Oklahoma Public Trust Act requirements.

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1. Governance and Policy Authority

- a) The BRTA Board shall retain full policy-making and decision-making authority under the Oklahoma Public Trust Act and BRTA Trust Indenture.
- b) The Board shall review and approve all major financial commitments, incentive awards, and redevelopment agreements presented by City staff.

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a) BRTA shall allocate \$150,000, covering salaries, benefits, professional services, and related operating costs sufficient funding annually to cover the cost of City services.

3. Collaboration and Communication

- a) BRTA shall work collaboratively with City staff to establish annual goals, reporting schedules, and communication protocols.
- b) BRTA shall provide timely access to all documents, contracts, and files necessary for the City to fulfill its administrative and financial management duties.

TERM AND TERMINATION

This MOU shall become effective upon signature by both parties and shall remain in effect unless modified or terminated by mutual agreement. Either party may request amendment or termination with ninety (90) days' written notice to the other.

AMENDMENTS

proved by both the City Council	and the BRTA
rtlesville Redevelopment Trust day of	•
	rtlesville Redevelopment Trust day of



Agenda Item <u>11.</u>
November 17, 2025
Prepared by Jason Muninger. CFO/City Clerk
Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

An Ordinance granting a non-exclusive permit to Coxcom, LLC for the Construction and Operation of a Cable system (Franchise Agreement)

Attachments:

An Ordinance of the City of Bartlesville, Granting a non-exclusive permit to Coxcom, LLC for the construction and operation of a cable system

II. STAFF COMMENTS AND ANALYSIS

Cox Communication has contacted the City of Bartlesville, for interests in building out internet infrastrucure in our rural fringe areas, they will need to skirt and minimally enter portions of the city limits within the City of Bartlesville. Staff was presented with the project and what has currently been developed in our area. The language contained in this agreement is standard language used across the State of Oklahoma and very similar to our current active Cable Franchise agreements. Franchise fee is set at 5% of the gross revenues that Cox would collect if and when they provide Cable service and 5% of the portion of gross revenues from advertising, which are defined as a permit fee. This agreement has been sent to the City Attorney for review, as well as the City Engineer, with no objections.

III. RECOMMENDED ACTION

Staff Recommends approval of the Ordinance.

CITY OF BARTLESVILLE, OKLAHOMA

ORDINANCE NO.	
---------------	--

AN ORDINANCE GRANTING A NONEXCLUSIVE PERMIT TO COXCOM, LLC., ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM WITHIN THE CITY OF BARTLESVILLE, OKLAHOMA FOR A PERIOD NOT TO EXCEED TEN YEARS; DEFINING THE NATURE OF THE AGREEMENT; STATING THE OBLIGATIONS OF COXCOM, LLC.; STATING THE OBLIGATIONS OF THE CITY; PROVIDING FOR CODIFICATION.

NOW THEREFORE, be it ordained by the City Council of the City of Bartlesville, Oklahoma:

WHEREAS, This Non- Exclusive Permit and Agreement ("Agreement") is made and entered into this ___ day of _____, 2025, by and between the City of Bartlesville, a municipal corporation, hereinafter referred to as the "City," and CoxCom, LLC., a Delaware limited liability company hereinafter referred to as "Cox", "Company," or "Grantee" with Cox and City sometimes separately referred to hereinafter as a "party," and sometimes collectively as "parties."

WHEREAS, the City's role as manager of its rights-of-way and regulator of cable service providers requires it to ensure a fair and level playing field for all similarly situated service providers; and

WHEREAS, The City, having determined that the financial, legal, and technical ability of Cox is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Agreement with Cox for the construction and operation of a Cable System on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties agree as follows:

1. <u>Term of Non-exclusive Permit and Agreement</u>: This non-exclusive Permit and Agreement shall take effect upon approval hereof by Cox and by the City Council of the City and shall be effective for a term of ten (10) years thereafter. Prior to the end of this term, the parties agree to enter into good faith negotiations regarding a possible renewal and/or modification and/or extension of this Agreement.

2. Nature of Agreement:

(A) No privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein.

- (B) Any right or power in, or duty impressed upon, any officer, employee, department, or board of the City by this Agreement shall be subject to transfer by the City to any other officer, employee, department, or board of the City.
- (C) This Agreement shall not relieve Cox of any existing obligations involved in obtaining permits, pole or conduit space from any department of the City, utility company, or from others maintaining utilities in streets and public right of way.
- (D) This Agreement shall be a privilege to be held in personal trust by Cox for the benefit of the public. Said privilege cannot in any event be sold, transferred, leased, assigned or disposed of (except to an affiliate of Cox), including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City, and then only under such conditions as the City may establish. Such consent as required by the City shall not, however, be unreasonably withheld.
- (E) In consideration of the faithful performance and observance of the conditions, reservations and regulations herein specified, a non-exclusive Permit is hereby granted to Cox, its permitted successors and assigns to erect, maintain, and operate transmission and distribution facilities and additions thereto in, under, over, along, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges and other public places within the City and subsequent additions thereto for the purpose of producing, receiving, amplifying, and transmitting by coaxial cable, fiber optics, microwave or other means, audio and/or audio/visual electrical impulses of television, radio and other intelligences, either analog or digital, including, but not limited to, Cable Television Service pursuant to the Cable Act for sale to the inhabitants and businesses of the City in accordance with the laws and regulations of the United States of America and State of Oklahoma and the ordinances and regulations of the City, for a period of ten (10) years from and after the effective date of this non-exclusive Permit and Agreement.

3. Obligations of Cox:

- (A) During the term of this Agreement, Cox shall pay to City a fee equal to 5% of the gross revenues of Cox and its affiliates collected from each subscriber to Cox's Cable Services product, and 5% of the portion of gross revenues from advertising which are defined in subsection 3(A)(3), below; the fee ("Permit Fee") may be identified and passed through on any subscriber bill by Cox, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter.
- (1) For purposes of this Agreement, gross revenues are limited to the following:
 - (i) recurring charges for Cable Services;
- (ii) event-based charges for Cable Services, including but not limited to pay-per-view and video-on-demand charges;
 - (iii) rental of set top boxes and other Cable Services equipment;

- (iv) service charges related to the provision of Cable Services, including, but not limited to, activation, installation, and repair; and
- (v) administrative charges related to the provision of Cable Services, including, but not limited to, service order and service termination charges;
- (vi) amounts billed to Cable Services subscribers to recover the Permit Fee authorized by this section.
 - (2) For purposes of this Agreement, gross revenues do not include:
- (i) Uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
 - (ii) late payment fees;
- (iii) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of Cable Services and not for the provisioning of any other service provided by Cox or its affiliates;
- (iv) amounts billed to Cable Services subscribers to recover taxes, fees or surcharges imposed upon Cable Services subscribers in connection with the provision of Cable Services, other than the Permit Fee authorized by this section;
 - (v) revenue from the sale of capital assets or surplus equipment; or
- (vi) charges, other than those described in subsection (1), that are aggregated or bundled with amounts billed to Cable Services subscribers.
- (3) "Gross Revenues" which are subject to the Permit Fee paid by Cox additionally include a pro rata portion of all revenue collected by Cox pursuant to compensation arrangements for advertising (less any commissions Cox receives from any third parties for advertising) and home-shopping sales derived from the operation of Cox's Cable System within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.
- (4) Bundling discounts shall be apportioned fairly among video and other services. Cox shall not apportion revenue in such a manner as to avoid the Permit Fee.
- (5) In the event that any other video or Broadband Service provider, including but not limited to a cable operator, Broadband or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Agreement whereby it is required or allowed to pay a fee to the City that is similar to the Permit Fee described herein, City shall allow Cox to substitute the percentage amount and the definition of "gross revenue" set forth in that agreement or arrangement for the percentage and definition of "gross revenue" set forth in this Agreement immediately upon request of Cox.

- (6) In the event that any other municipality enters into any agreement or makes any arrangement with Cox during the term of this Agreement whereby Cox is required or allowed to pay a fee to the City that is similar to the Permit Fee described herein, Cox shall allow City to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Agreement upon the written request of the City Council, and that Cox shall be afforded at least ninety (90) days to implement the change.
- (7) Cox will grant the City the right to conduct reasonable audits to assure that the Permit Fee has been properly calculated.
- (B) Cox and City agree that the Permit Fee shall be in lieu of all other concessions, charges, excises, permit, license, privilege, permit fees, taxes, or assessments *except* sales taxes, personal or real property taxes, and ad valorem taxes.
- (C) Cox shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).
- (D) The parties agree to consult in the event that, after execution of this Agreement, any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or Company, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either party, within thirty (30) days of receipt of the ruling, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the parties mutually may agree. Where the effect of a finding is a modification, the parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either party to terminate the Agreement on the provision of thirty (30) days' written notice.

In addition to the termination rights set forth above, Cox shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days' notice to the City, if (i) state or federal law changes in a manner that would allow Cox to opt into Permit requirements that are, in Cox's sole judgment, more beneficial than those contained herein; or (ii) another provider of video services is permitted, through a City authorization or otherwise, to use the public rights-of-way to provide video services on terms that are, in Cox's sole judgment, more beneficial than those contained herein.

(E) Cox shall determine, pursuant to generally applicable, non-discriminatory right of access and permitting rules and regulations of City, where in the City its facilities shall be constructed, operated, maintained, repaired and upgraded to provide, and where in the City to provide its Cable Services.

- (F) Cox shall maintain in full force and effect, at no cost and expense to the City, during the term of this Agreement, commercial general liability insurance in the amount of \$1,000,000 combined single limit for bodily injury, and property damage. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City. Upon written request, Cox shall provide a certificate of insurance showing evidence of coverage required by this Section.
- (G) The Grantee agrees to indemnify, save and hold harmless, and defend the City, its officers agents and employees, from and against any and all liability for damage and for any liability or claim resulting from property damage or bodily injury (including accidental death) which arise out of the Grantee's construction, operation maintenance of its Cable System, or damages arising out of any provisions or requirement of this ordinance or its enforcement, including but not limited to, reasonable attorney's fees and costs.
- 4. <u>Obligations of City</u>. City will not attempt to nor subject the provision of Cox's Cable Service to regulation under any provision of the City's Cable television or Broadband telecommunications Permit ordinance or similar ordinance(s) that are inconsistent with or more burdensome than those contained herein. In addition:
- (A) City agrees not to unreasonably block, restrict, or limit the construction and installation of facilities that will be used in whole or in part to provide Cox's Cable Service:
- (B) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with placement of communications or transmission facilities of any kind in a timely and prompt manner;
- (C) Cox represents and claims that its Cable Service is a "cable service" under federal law and will comply with all obligations imposed by federal law on cable operators. This Agreement shall not apply to any service Cox provides that is not a "cable service" as such service is defined under federal law.
- 5. <u>Modification</u>. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 6. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between City and Cox with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and Cox regarding the subject matter hereof.
- 7. <u>Waiver</u>. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.
- 8. Miscellaneous.

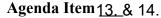
- (A) Cox and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.
- (B) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.
- (C) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.
- (D) This Agreement shall not be exclusive and the City expressly reserves the right to enter into similar agreements with any other company offering the same or similar video services at any time.
- (E) The geographic area covered by this Agreement shall be the incorporated limits of the City of Bartlesville, Oklahoma, as such area now exists or may be modified in the future by annexation or deannexation.
- (F) The parties agree that either Washington County District Court (11th Judicial District) or the United States District Court for the Northern District of Oklahoma shall be the sole and exclusive forum for any judiciable disputes concerning this Agreement.
- (G) The right to use and occupy the Franchising Authority's Public Ways for the purpose herein provided shall not be exclusive; provided, however, that no Person shall enter into the Franchising Authority's Public Ways for the purpose of constructing or operating a Cable System or a Broadband Network, or for the purpose of providing Cable Service, video programming service or Broadband Service to any part of the Service Area, without first obtaining a Franchise, permit, license, authorization or other agreement from the Franchising Authority. In the event the Franchising Authority authorizes or permits any Person other than the Grantee to enter into the Franchising Authority's Public Ways for the purpose of constructing or operating a Cable System, or a Broadband Network for the purpose of providing Cable Service, video programming service or Broadband Service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, and the obligations imposed on the grantee thereunder shall be no less burdensome nor more favorable than the obligations imposed upon the Grantee hereunder, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.
- 9. <u>Binding Effect</u>. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, governing body members,

offices, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

- 10. <u>Definitions</u>. The following words, terms and phrases, when used in this Agreement, shall have the meanings ascribed to them in this section:
 - (A) "Cable Act" shall have the same meaning as contained in federal statutes, 47 U.S.C. §522 of the effective date of this Agreement.
 - (B) "Cable Service" shall have the same meaning as contained in federal statutes, 47 U.S.C. §522(6) on the effective date of this Agreement.
 - (C) "Cable System" shall have the same meaning as contained in federal statutes, 47 U.S.C. §522(7) on the effective date of this Agreement.
 - (D) "Broadband Network" means a network that has the ability to provide information service as defined in 47 U.S.C. 153(24).
 - (E) "Broadband Service" means information service as defined in 47 U.S.C. 153(24).
- 11. <u>Codification.</u> This ordinance shall be codified as in the ordinances of the City of Bartlesville.
- 12. <u>Severability</u>. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, or any reason, held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision of this ordinance shall not be severable from the operative provisions of this ordinance.

•	the City Council of The City of Bartlesville,, 2025, with the emergency clause having
	City of Bartlesville, Oklahoma
	Bv:

ATTEST:			
(SEAL)			
DEVIEWED (C 11	114 41 1	1	2025
REVIEWED as to form and leg	ality this	day of	, 2025.
	City A	Attorney	





November 24, 2025
Prepared by Micah Siemers
Engineering Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation of staff recommendations and potential City Council modifications for General Obligation Bond projects and ½ Cent Sales Tax projects in preparation for the February 10, 2026 capital elections.

Attachments:

2026 GO Bond staff recommended projects 2026 ½ Cent Sales Tax staff recommended projects Unfunded Capital Requests Council proposed modifications

II. STAFF COMMENTS AND ANALYSIS

As Council considers calling a vote to authorize General Obligation (GO) bonds for capital improvements as well as calling a vote to extend the ½ Cent Sales Tax for capital improvements (CIP), staff has compiled a list of projects to consider for both funding sources. In alignment with Council direction at the July 7, 2025 regular City Council meeting, staff has targeted a 4-year GO bond issuance projected to generate \$18MM and a 5-year CIP extension projected to generate \$3.4MM/year for a total of \$17MM. The current 2023 GO Bond will sunset in 2027 and the current CIP extension expires in June, 2026. By targeting a 4-year GO Bond and a 5-year CIP, they will both sunset in 2031 which will put them on the same schedule in future campaigns. The \$18MM future bonding analysis has been provided by our bond council, Jon Wolff, of Municipal Finance Services, Inc. The \$3.4MM annual sales tax generation has been estimated by City staff based upon historical sales tax production data.

Staff received just under \$75MM in capital requests from department directors and have put together a package of projects totaling \$18,000,000 including cost of issuance and \$16,997,000 for the GO Bond and CIP, respectively. Staff will present the recommendations at the November 17, 2025 City Council workshop meeting. Direction was provided by the Street & Traffic Committee and Park Board to identify projects in those categories. The remaining unfunded capital requests will be included as part of the presentation. No action is needed at this time with regards to specific projects. The lists of recommended projects for each funding source are included with this report along with the remaining unselected projects.

These projects were presented to the City Council at the special workshop meeting held on November 17, 2025. Council requested a second workshop meeting to discuss potential modifications to the recommended list of projects once they had more time to digest the information presented and some of the discussion around a couple of the recommended projects and unfunded projects. The two primary projects under discussion were the recommended Price Fields Artificial Turf Infield project and the unfunded Community Center Lighting project. There

was also some discussion around a few of the other park projects and the proposed Master Drainage Plan update. Council requested that the City Manager provide electronic copies of the working spreadsheets containing all recommended and unfunded projects so that they could work with them to come up with alternative proposals and discuss at a second workshop meeting to be held after the regularly scheduled meeting on December 1, 2025. Staff has received input from Mayor Curd and Mr. Sherrick. Those recommended modifications have been included with this report, along with all of the originally presented staff recommendations and unfunded project lists. No recommendation is needed at this time; however the intent is to agree upon projects to present for approval and call an election at a special meeting on December 8, 2025.

III. BUDGET IMPACT

There is no immediate budget impact with this presentation, however this is part of the process to establish the GO Bond and ½ Cent Sales Tax capital budgets for the next four (4) years and five (5) years, respectively.

IV. RECOMMENDED ACTION

No action is required at this time.

2026 SALES TAX STAFF RECOMMENDATION

Updated November 11, 2025

MUNICIPAL BUILDINGS & EQUIPMENT

Requested by:	Project/equipment	Requested Amount	SALES TAX RECOMMENDATION
Public Works	Aerial Lift Truck	\$300,000.00	\$ 300,000.00
Public Works	Storm Siren Upgrade	\$ 800,000.00	\$ 100,000.00
Administration	General Fund Vehicle Replacement (\$300k/yr)	\$ 2,000,000.00	\$ 1,500,000.00
BCC Director/Trust Authority	BCC Chiller Replacement	\$ 500,000.00	\$ 500,000.00
BCC Director/Trust Authority	BCC HVAC Contactors, Controls & Air Compressor (pneumatics)	\$ 92,500.00	\$ 92,500.00
BCC Director/Trust Authority	BCC Community Hall Projector	\$ 30,000.00	\$ 30,000.00
Tech Services	Replace Core Servers (x5)	\$ 800,000.00	\$ 800,000.00
Committee	IT Infrastructure Upgrades	\$ 300,000.00	\$ 400,000.00
Tech Services	Annual PC Replacement/Software (x15/yr)	\$ 300,000.00	\$ 300,000.00
Public Works	Dump Trucks with Snow Equipment (x2)	\$ 600,000.00	\$ 600,000.00
Library	Library Elevator Modernization	\$ 248,462.00	\$ 300,000.00
Public Works	Tractors (x2)	\$ 280,000.00	\$ 280,000.00
Public Works	Tractor Boom and Mower	\$ 200,000.00	\$ 200,000.00
Capital Committee	Golf Course Equipment	\$ 300,000.00	\$ 300,000.00
Adams Golf Course	Equipment Shed	\$ 115,000.00	\$ 115,000.00
Adams Golf Course	Greens Fans (x3)	\$ 42,000.00	\$ 42,000.00

TOTAL MUNICIPAL BUILDINGS & EQUIPMENT

\$6,907,962.00 \$ 5,859,500.00 4,101,650.00

MUNICIPAL BUILDINGS & EQUIPMENT PRIORITY REQUIRED \$

MUNICIPAL BUILDINGS & EQUIPMENT PRIORITY TOTAL \$ 4,200,000.00

PUBLIC SAFETY BUILDINGS & EQUIPMENT

Requested by:	Project/equipment		Requested Amount	SALE TAX
Police	Annual Police Vehicle Replacement (x10)	\$	2,800,000.00	\$ 1,960,000.00
Police	Annual Police Vehicle Equipment (x10)		1,525,000.00	\$ 1,067,500.00
Tech Services	Police & Fire Tablets (x75)		475,000.00	\$ 475,000.00
Police	Police Body Camer Replacement (x72)	\$	60,000.00	\$ 60,000.00
Police	Police Taser Replacement (x60)	\$	60,000.00	\$ 60,000.00
Tech Services	CallWorks 911 Call Handling System	\$	190,000.00	\$ 190,000.00

TOTAL PUBLIC SAFETY & EQUIPMENT \$

5,110,000.00 \$ 3,812,500.00

PUBLIC SAFETY BUILDINGS & EQUIPMENT PRIORITY REQUIRED 2,668,750.00 3,027,500.00

PUBLIC SAFETY BUILDINGS & EQUIPMENT PRIORITY TOTAL \$

STREETS & DRAINAGE

Requested by:	Project/equipment	Requested Amount	SALE TAX
Engineering	Preventive Maintenance Streets (\$1,250,000/yr)	\$ 6,250,000.00	\$ 5,700,000.00
Engineering	Master Drainage Plan Update	\$ 500,000.00	\$ 500,000.00
Engineering	Materials for Drainage Improvements (\$25k/yr)	\$ 125,000.00	\$ 125,000.00

TOTAL STREETS & DRAINAGE \$ 6,875,000.00 \$ 6,325,000.00

STREETS & DRAINAGE PRIORITY REQUIRED \$ 4,427,500.00

STREETS & DRAINAGE PRIORITY TOTAL \$ 5,700,000.00

PARKS & RECREATION

Requested by:	Project/equipment	Requested Amount	SALE TAX
Park Board	Pathfinder Parkway Improvements	\$ -	\$ 400,000.00
Park Board	Pathfinder Parkway Repairs	\$ 300,000.00	\$ -
Park Board	Park Drip Irrigation (Major Parks)	\$ 200,000.00	\$ 250,000.00
Public Works	Pathfinder Bridge Deck Replacement	\$ 150,000.00	\$ 150,000.00
Public Works	Park and Pool Amenities	\$ 100,000.00	\$ 100,000.00
Park Board	Park Signage (Wayfinding)	\$ 300,000.00	\$ 100,000.00
Park Board	Pathfinder Parkway Extension	\$ 400,000.00	\$ -

1,450,000.00 \$ TOTAL PARKS & RECREATION \$ 1,000,000.00

PARKS & RECREATION PRIORITY REQUIRED \$ 700,000.00

PARKS & RECREATION PRIORITY TOTAL \$ 800,000.00

BLUE CELL = PRIORITY PROJECT

TOTAL REQUESTED 16,997,000.00 \$20,342,962.00 \$

PROJECTED REVENUE \$ 17,000,000.00

2026 G.O. BOND STAFF RECOMMENDATION

Updated November 11, 2025

PUBLIC SAFETY BUILDINGS & EQUIPMENT

Requested by:	Project/equipment	Requested Amount	STAFF RECOMMENDATION
Fire Department	Fire Apparatus Replacement		\$ 1,550,000.00
Fire Department	Aerial Apparatus Replacement (75' to replace quint 4 2002)	\$ 1,400,000.00	\$ -
Fire Department	New Engine (Replace Engine 11)	\$ 950,000.00	\$ -
	TOTAL PUBLIC SAFETY BUILDINGS & EQUIPMENT	\$ 2,350,000.00	\$ 1,550,000.00

PUBLIC SAFETY BUILDINGS & EQUIPMENT PRIORITY REQUIRED \$ 1,085,000.00

PUBLIC SAFETY BUILDINGS & EQUIPMENT PRIORITY TOTAL \$ 1,550,000.00

STREETS

Requested by:	Project/equipment	Requested Amount	GO BOND	
S&T Committee	Quail Drive & Cherokee Hills (Concrete Panel)	\$ 875,000.00	\$ 875,0	00.000
S&T Committee	Elm Ave and Hickory Ave (18th to 13th - Mill/Overlay	\$ 615,000.00	\$ 615,0	00.000
S&T Committee	Kensington/Cambridge Ct/Chapel Hill Ct (Mill/Overlay)	\$ 515,000.00	\$ 515,0	00.000
S&T Committee	East Dr/Park Ln/Crescent Dr (Mill/Overlay)	\$ 645,000.00	\$ 645,0	00.000
S&T Committee	Delaware/2nd/3rd/Mill St (Mill/Overlay)	\$ 875,000.00	\$ 875,0	00.000
S&T Committee	Chickasaw/Creek/Choctaw (Mill/Overlay)	\$ 750,000.00	\$ 750,0	00.000
S&T Committee	4th Street (Cherokee to Comanche - Mill/Overlay)	\$ 950,000.00	\$ 950,0	00.000
S&T Committee	Fairview/Morgan/Lester/Wayside/Marling (Mill/Overlay)	\$ 845,000.00	\$ 845,0	00.00
S&T Committee	Fremont/Hilltop/Woodville/Toledo (Mill/Overlay)	\$ 490,000.00	\$ 490,0	00.00
S&T Committee	Dartmouth Drive (Frank Phillips to Yale - Asphalt Reconstruction)	\$ 600,000.00	\$ 600,0	00.00
S&T Committee	Cornell Drive (Frank Phillips to Yale - Asphalt Reconstruction)	\$ 550,000.00	\$ 550,0	00.000
S&T Committee	Lindenwood/Mistletoe (Asphalt Reconstruction)	\$ 1,025,000.00	\$ 1,025,0	00.000
S&T Committee	Wisconsin/Shannon/Cummings/Fenway/Nebraska Ct (Mill/Overlay)	\$ 950,000.00	\$ 940,0	00.00
S&T Committee	Rockwood/Roselawn/Howard (Mill/Overlay)	\$ 450,000.00	\$ 450,0	00.00
S&T Committee	Beck Drive (Robin to Silver Lake - Asphalt Reconstruction)	\$ 375,000.00	\$ 375,0	00.00
S&T Committee	Howard/State (Mill/Overlay)	\$ 325,000.00	\$ 325,0	00.00
S&T Committee	Polaris Drive (Silver Lake to Skyline PI - Concrete Panel)	\$ 750,000.00	\$ 750,0	00.00
S&T Committee	Oak/Hickory/Elm/8th/9th (Mill/Overlay)	\$ 975,000.00	\$ 975,0	00.00

TOTAL STREETS \$ 12,560,000.00 \$ 12,550,000.00 STREETS PRIORITY REQUIRED \$ 8,785,000.00

STREETS PRIORITY TOTAL \$ 8,795,000.00

PARKS & RECREATION

Requested by:	Project/equipment	Requested Amount	GO BOND
Park Board	Price Fields Artificial Turf	\$ 1,800,000.00	\$ 1,200,000.00
Park Board	Park Restroom Renovations	\$ 600,000.00	\$ 600,000.00
Park Board	Park Safety Lighting & Security	\$ 750,000.00	\$ 500,000.00
Park Board	Park Playground Replacement	\$ 600,000.00	\$ 300,000.00
Park Board	Park Amenity Upgrades (x10 parks)	\$ 500,000.00	\$ 300,000.00
Park Board	Parking Lot Upgrade - Johnstone Park/Kiddie Park	\$ 250,000.00	\$ 250,000.00
Park Board	Bicycle Pump Track	\$ 300,000.00	\$ 250,000.00

TOTAL PARKS & RECREATION \$ 4,800,000.00 \$ 3,400,000.00

PARKS PRIORITY REQUIRED \$ 2,380,000.00 PARKS PRIORITY TOTAL \$ 2,500,000.00

BLUE CELL = PRIORITY PROJECT

TOTAL REQUESTED \$19,710,000.00 \$ 17,500,000.00 COST OF ISSUANCE (COI) \$ 500,000.00

TOTAL W/ COI \$ 18,000,000.00 PROJECTED REVENUE \$ 18,000,000.00

2026 G.O. BOND and SALES TAX UNFILLED CAPITAL REQUESTS Updated November 11, 2025

Requested by:	Department #	Project/equipment	Requested Amount
BCC Director/Trust Authority	170	BCC Auditorium LED Lighting Upgrade	\$1,700,000.00
BCC Director/Trust Authority	170	BCC Stage Rigging Upgrade	\$39,000.00
BCC Director/Trust Authority	170	BCC Cloisonne Stabilizations	\$60,000.00
BCC Director/Trust Authority	170	BCC - Resurface Parking Lot	\$55,000.00
BCC Director/Trust Authority	170	BCC - Additional Unity Square Interactive Artwork/Sign	\$250,000.00
BCC Director/Trust Authority	170	BCC - Unity Square Concessions Kiosk	\$250,000.00
		TOTAL COMMUNITY CENTER	\$2,354,000.00
Requested by:	Department #	Project/equipment	Requested Amount
Public Works	174	Construct Columbarium for White Rose Cemetery	\$250,000.00
Public Works	174	White Rose Cemetery Fence (900')	\$150,000.00
Public Works	174	White Rose Cemetery Expansion	\$500,000.00
		TOTAL CEMETERY	\$900,000.00
Requested by:	Department #	Project/equipment	Requested Amount
Tech Services	185	Infrastructure Wireless Upgrade	\$160,000.00
Tech Services	185	New World Public Safety (PD Software)	\$150,000.00
Tech Services	185	Email Upgrade (\$90K/YR)	\$450,000.00
Tech Services	185	Wifi Access Point Upgrade	\$55,000.00
Tech Services	185	Backup Server Upgrade	\$59,000.00
Tech Services	185	Water Treatment Plant Server Upgrade	\$84,000.00
Tech Services	185	Switch Upgrades	\$65,000.00
Tech Services	185	City-Wide Camera Upgrades	\$17,000.00
Tech Services	185	Phone System Upgrade	\$25,000.00
Tech Services	185	Access Control System Update	\$55,000.00
Tech Services	185	Audio Recorder Server - Dispatch	\$15,000.00
Tech Services	185	Swagit Streaming Computer for Meetings	\$12,000.00
Tech Services	185	City-Wide UPS Update/Replacement	\$25,000.00
Tech Services	185	Police VPN Router Replacement	\$15,000.00
		TOTAL TECH SERVICES	\$1,187,000.00
Requested by:	Denartment #	Project/equipment	Requested Amount
Engineering	190	Pavement Condition Model Update	\$150,000.00
Lingingstring	150	TOTAL ENGINEERING	\$150,000.00
Requested by:	Department #	Project/equipment	Requested Amount
Fire Department	250	Aerial Apparatus Replacement	\$2,415,000.00
Fire Department	250	Apparatus Bay Addition - Central Fire Station	\$1,863,858.00
Fire Department	250	Pumper Truck (Replace Engine 3)	\$950,000.00
		TOTLAL FIRE	\$5,228,858.00
D	I B	Destant and an artist of the second	B
Requested by:		Project/equipment	Requested Amount
Police	270	Police Patrol Rifle Replacement (x74)	\$138,000.00
Police	270	Police Drone	\$13,000.00
Police	270	Police Peregrine Data System (x60)	\$60,000.00
Police	270	Police Building Addition	\$4,280,505.00
Police	270	Police Covered Parking Awnings (PD West Parking Lot)	\$49,672.00
Police	270	FARO Crime Scene Laser Scanner & Accessories	\$80,640.00
		TOTAL POLICE	\$4,621,817.00
Requested by:	Department #	Project/equipment	Requested Amount
Public Works	327	Bucy & Lupa Drainage Improvements - Pipe Replacement	\$450,000.00
Public Works	327	King Drive Drainage Improvements - Ditch Clearing/Stabilization	\$250,000.00
Public Works	327	4th Street Drainage Improvements - Pipe Replacement	\$150,000.00
Public Works	327	Fremont Road Drainage Improvements - Ditch/Culvert Modifications	\$150,000.00
Public Works	327	Spruce Avenue Drainage Improvements - Underground Storm Sewer	\$500,000.00
Public Works	327	Barnett Drainage Improvements - Ditch Clearing/Stabilization	\$100,000.00
Public Works	327	Concord Drive Drainage Improvements - Underground Storm Sewer	\$500,000.00
<u> </u>		TOTAL STORM SEWER	\$2,100,000.00

TOTAL STORM SEWER

\$2,100,000.00

Requested by:	Department #	Project/equipment	Requested Amount
Public Works	328	Replace Traffic Signals on Adams Boulevard (Downtown x8)	\$2,000,000.00
Public Works	328	Smooth Drum Asphalt Roller	\$180,000.00
Public Works	328	US 75 Traffic Signal Upgrade	\$2,000,000.00
Public Works	328	Backhoe/Excavator	\$175,000.00
Public Works	328	Aerial Lift Truck (50')	\$250,000.00
Public Works	328	Asphalt Patch Truck	\$350,000.00
	1	TOTAL STREETS	\$4,955,000.00
Requested by:	Department #	Project/equipment	Requested Amount
Library	421	Library Roof Replacement	\$0.00
Library	421	Library Parking Lot Rehabilitation	\$103,500.00
		TOTAL LIBRARY	\$103,500.00
Requested by:	Department #	Project/equipment	Requested Amount
History Museum	425	History Museum Carpet	\$44,463.00
		TOTAL HISTORY MUSEUM	\$44,463.00
Requested by:	Department #	Project/equipment	Requested Amount
Public Works	431	15' Pull Mower	\$ 32,000.00
Public Works	431	72" Front Mount Mowers (x4)	\$ 160,000.00
Public Works	431	Pathfinder Parkway Maintenance and Paving	\$ 250,000.00
Public Works	431	Zero Turn Turf Mowers (x3)	\$ 45,000.00
Public Works	431	Sooner and Johnstone Tennis Court Reconditioning	\$ 200,000.00
Public Works	431	Sooner Pool House Remodel	\$ 500,000.00
Park Board	431	Bikeways and Sidewalks	\$ 500,000.00
Park Board	431	Park Tralheads	\$ 300,000.00
Park Board	431	Rec. Center Feasibility Study	\$ 175,000.00
Park Board	431	Johnstone Pavilion Pickleball Conversion	\$ 300,000.00
Park Board	431	Cooper Dog Park Irrigation	\$ 100,000.00
Public Works	431	Artunoff Softball Complex Renovation	\$ 4,000,000.00
Public Works	431	Sooner Park Volleyball Court Renovation	\$ 150,000.00
Public Works	431	Sooner Park Creek Channel Rehabilitation	\$ 250,000.00
Public Works	431	Lee Lake Bank Stabilization	\$ 500,000.00
Public Works	431	Lyon Park Equipment Replacement	\$ 100,000.00
Public Works	431	Colonial Park Equipment Replacement	\$ 100,000.00
Park Board	431	Sooner Pool Water Park Expansion	\$ 2,000,000.00
Park Board	431	Restroom Upgrades	\$ 80,000.00
Park Board	431	Additional Pickleball Courts - Sooner Park	\$ 250,000.00
Park Board	431	Lee Lake Skate Park - Phase 2	\$ 150,000.00
Park Board	431	Artunoff Concession Stand and Restroom Upgrade TOTAL PARKS	\$ 150,000.00 \$10,292,000.00
Requested by:		Project/equipment	Requested Amount
Adams Golf Course	445	Golf Course Irrigation and Pump Station Replacement	\$1,700,000.00
Adams Golf Course	445	Fairway Mower	\$140,000.00
Adams Golf Course	445	Replace Driving Range Netting with 60' net - 3 sides	\$985,000.00
Adams Golf Course	445	GPS Controlled Sprayer	\$150,000.00
Adams Golf Course	445	Golf Course Material Handler	\$40,000.00
Adams Golf Course	445	Greens Mower	\$64,000.00
Adams Golf Course	445	Gas Powered Utility Cart	\$20,000.00
Adams Golf Course	445	Greens Roller	\$25,000.00
Adams Golf Course	445	Tee Mower	\$33,500.00
Adams Golf Course	445	Heavy Duty Utility Cart	\$58,500.00
Adams Golf Course	445	Golf Simulators/Indoor Hitting Bays (x2)	\$125,000.00
Adams Golf Course	445	Golf Course Restroom Replacement	\$60,000.00
Adams Golf Course	445	Golf Course - New Restroom	\$150,000.00
		TOTAL GOLF	

TOTAL CAPITAL UNFILLED REQUESTS

\$35,487,638.00

Mayor Curd Capital Proposal/Priorities

Additional Projects	\$ \$ \$ \$	100,000.00	Add Community Center lighting. Need lighting bid and pro-forma. Previous est. was \$545000? Add Cooper Dog park irrigation by reducing Park Drip Irrigation project. Two head, manual system Community Center signage. Better sign on Brick wall on east side Add Basic lighting for lee lake and robinwood soccer parking lots Add Siren Study
Addition	\$	1,425,000.00	Include Tornado Siren project less cost of study
Deducts	\$, ,	Eliminate Master Drainage Plan update
Deadots	\$	•	Eliminate Hudson Lake restroom from Park Restroom total proposed
	\$	•	Eliminate Kiddie Park Parking lot
	\$	•	Eliminate Library elevator renovation
	\$	50,000.00	Reduce Park amenities by \$25k
	\$	25,000.00	Lower drip irrigation by \$25K
	\$	100,000.00	Lower Security Lighting by \$100K or include in lighting plan
Total	\$	1,425,000.00	-
Funding Shortage	\$	-	No funds out of turf fields.

Tim Sherrick Capital Proposal/Priorities

Additional Projects	\$	1,118,000.00	Community Center Lighting
Addition total	\$	1,118,000.00	
Dadicata	<u>,</u>	200 000 00	Deduce Drice Fields Artificial Trust by \$2001.
Deducts	\$	•	Reduce Price Fields Artificial Turf by \$300k
	\$	100,000.00	Reduce Golf Course Equipment by \$100k
	\$	115,000.00	Eliminate Golf Course Equipment Shed
	\$	100,000.00	Eliminate Park Signage (Wayfinding)
	\$	500,000.00	Reduce Preventive Maintenance Streets by \$500k
Deduct Total	\$	1,115,000.00	
Reallocation	\$	3,000.00	
	·	,	Use the \$3k unallocated on Staff Recommendation and put towards BCC Lighting
Reallocation Total	\$	3,000.00	
Funding Shortage	\$	-	
Reallocation Total	<u>\$</u>	,	Use the \$3k unallocated on Staff Recommendation and put towards BCC Lighting