REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, October 5, 2026
5:30 p.m.

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

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

AGENDA

1. **Call to order the business meeting of the Bartlesville City Council by Mayor Curd.**

2. **Roll Call and Establishment of a Quorum.**

3. **Invocation by Jason Elmore, Pastor, Friday Nite Church, President of The Bartlesville Ministerial Association.**

4. **Public Comments on Agenda Items.**

5. **City Council Announcements and Proclamations.**

   - Arbor Day Proclamation- October 17, 2026
   - Polish Heritage Month Proclamation - October 2026
   - Community Planning Month Proclamation - October 2026
   - Presentation of Lifesaving Awards to Tony Vigesaa and Chris Frakes. Presented by Fire Chief H.C. Call.
   - Presentation of Lifesaving Awards to Officer Elizabeth Anderson and Officer Jacob Phillips. Presented by Police Chief Andrew Ward.

6. **Authorities, Boards, Commissions and Committees**

   - Two openings on the Bartlesville Library Trust Authority
   - One opening on the Park Board
   - One opening on the Bartlesville Redevelopment Trust Authority

7. **Consent Docket**

   a. **Approval of Minutes**
      i. The Regular Meeting Minutes of September 8, 2026.
      ii. The Special Meeting Minutes of September 23, 2026.

   b. **Approval of Appointments, Reappointments and Ratification of Appointments**
      i. Appointment of Ms. Angela Hindman and Ms. Heather Tate to fill unexpired terms on the Bartlesville Library Board at the recommendation of Mayor Curd.
      ii. Appointment of Ms. Lilly Close to fill an unexpired term and Ms. Teressa Grayson to a three-year term on the White Rose Cemetery Board at the recommendation of Mayor Curd.
      iii. Appointment of Ms. Ann Curtis and Ms. Deanna Dodson to fill unexpired terms on the Bartlesville Area History Museum Trust Authority at the recommendation of Councilman Sherrick.

   c. **Approval of Resolutions**
      i. Accept a grant from the State of Oklahoma 911 Management Authority under the FY 27 POP Grant Program and approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2026-207 appropriating unanticipated grant revenue in the Restricted Revenue Fund of the Police Department.
      ii. Accept a grant from the State of Oklahoma under the Recreational Trails Program and approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2026-2027 appropriating unanticipated grant revenue in the Half Cent Sales Tax Fund of the Community Development Department.

d. Approval and Ratification of Agreements, Change Orders, Contracts, Engagement Letters, Grant Applications and Agreements, Leases, Memorandum of Understanding (MOU), Proposals, Quit Claim Deeds, and Statement of Work.

i. Approval of Supplement No. 1 to the professional service agreement with Craig and Keithline Consulting Engineers (WSB, LLC) for engineering services for the relocation of water and sanitary sewer facilities required by ODOT's rehabilitation of US 60 between SH 123 and US 75, increasing the contract price by $25,000.00.

ii. Professional service contract with S2 Engineering for the Caney River Intake Gate Replacement Project, for up to $28,700.00.

iii. Approval of Change Order No. 1 from Civil Builders, LLC for the Water Treatment Plant Polymer Blending Skid Replacement, increasing the contract price by $16,302.55.

iv. Hangar Lease Agreement with Gary Long for approximate 1000 sq. ft. of hangar space with in Hangar 8 at a monthly rate of $205.40.

v. Hangar Lease Agreement with Blake Gerard for T-Hangar 4-A at a monthly rate of $200.00.

vi. Interlocal Agreement between the City of Bartlesville and Washington County for the Next Generation 911 (NG911) geographic data update to Version 3.0, using grant proceeds to fund.

vii. Lease Agreement for the Centennial Park Building, located at 211 SE Frank Phillips Blvd., as part of the City's Incubator Program, through June 30, 2027 between the City of Bartlesville and Amanda Hakola with Ragtag Resilience; zero rent and requires a $200 security deposit; and authorize the Mayor to execute the agreement.

viii. Design Contract with Kimley-Horn & Associates, Inc. for engineering design for the rehabilitation of two different concrete streets included in the 2026A issuance of the 2023 General Obligation Bond, in the amount of $44,000.00.

ix. Design Contract with CEC Corporation for engineering design for rehabilitation of fourteen different asphalt streets included in the 2026A issuance of the 2023 General Obligation Bond, in the amount of $105,500.

x. Short Form Contract with Diamond Concrete LLC for drainage improvements in Shadow Lake Village, in the amount of $8,000.00.

xi. Change Order No, 6 from Keohn Construction Services for the Construct Box Hangar – Bartlesville Municipal Airport Project, for an overall increase in the contract amount of $1,602.50.

xii. Quit Claim Deed transferring property from the Bartlesville Development Authority to the City of Bartlesville at the Bartlesville Municipal Airport to facilitate construction of airport related improvements.

e. Receipt of Annual Report

i. Receive the Fiscal Year 2025-2026 Chickasaw Wastewater Treatment Plant Annual Report.

f. Blue Whale Update

i. Blue Whale Materials Action Items Update Report

g. Receipt of Financials

i. Interim Financials for two months ending August 2026

h. Receipt of Bartlesville NEXT Progress Report

i. Bartlesville NEXT Progress Report September 2026

i. Receipt of ALPR (Flock Cameras) Report

i. ALPR Report for September 2026

j. Receipt of Bids

i. Bid No. 2026-2027-004 for Concrete

ii. Bid No. 2026-2027-005 for Asphaltic Concrete

iii. Bid No. 2026-2027-006 for Aggregate Base

iv. Bid No. 2026-2027-008 13th Street & Choctaw Ave. Drainage Improvements

8. Discuss and take possible action to award Bid No. 2026-2027-004 for Concrete. Presented by Mayor Curd.

9. Discuss and take possible action to award Bid No. 2026-2027-005 for Asphaltic Concrete. Presented by Mayor Curd.

10. **Discuss and take possible action to award Bid No. 2026-2027-006 for Aggregate Base. Presented by Mayor Curd.**

11. **Discuss and take possible action to award Bid No. 2026-2027-008 13th Street & Choctaw Avenue Drainage Improvements. Presented by Mayor Curd.**

12. **Public hearing, discussion and possible action on a request to adopt an Ordinance rezoning property located at 2319 SE Washington Blvd. from C-5 (General Commercial) to C-5/PUD (General Commercial/Planned Unit Development) and a Planned Unit Development and Site Development Plan to allow the construction of a 50-foot by 63-foot addition to an existing building. Presented by Larry R. Curtis, Community Development Director.**

13. **Public hearing to consider a request by Stephen R. Baker to close a portion of a 20' utility easement located on the north side of Lot 2, Colonial Estates 18th Addition, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, Director of Engineering.**

14. **Discuss and take possible action on a recommendation to appropriate $122,907 from the Economic Development Fund for development assistance to Howard Companies DBA Buffalo Wild Wings for construction of a restaurant at TBD Nowata Road, payable upon Certificate of Occupancy within 24 months. Chris Batchelder, President, Bartlesville Development Authority.**

15. **Consideration and possible action on a request for approval of the final plat of Patriot Addition (PLAT-0726-0032), approximately 3.26 acres, zoned C-5/PUD, 2696 SE Washington Blvd located at the southeast corner of Washington Blvd. and Southport Dr. from Keleher Architects on behalf of Patriot Property Group 4 LLC. Presented by Larry R. Curtis, Community Development Director.**

16. **Discuss and take possible action on a proposed amendment to Ordinance No. 3600, Chapter 15 of the Bartlesville Municipal Code, regarding the regulation of Automated License Plate Reader (ALPR) technology. Presented by Councilman Sherrick.**

17. **Discuss and take possible action to authorize and initiate a formal, independent investigation into the circumstances surrounding the resignation of Mike Bailey, former City Manager, and the matters giving rise to it. Presented by Councilman Sherrick.**

18. **Discuss and take possible action on the employment, hiring, appointment, or promotion of a City Manager. Presented by Mayor Curd.**

19. **New Business.**

20. **City Manager and Staff Reports.**

21. **City Council Comments and Inquiries.**

22. **Adjournment.**

The Agenda was received and filed in the Office of the City Clerk at 5:45 p.m. and posted in prominent public view at City Hall at 6:00 p.m. on Tuesday, September 29, 2026.

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.

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Official Proclamation
Arbor Day
October 17, 2026

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of tree; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal; and

Whereas, Bartlesville has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices.

Therefore, I, James S. Curd, Jr., Mayor, City of Bartlesville, do hereby proclaim October 17, 2026 as Arbor Day in the City of Bartlesville and urge all citizens to support efforts to protect trees and woodlands and to support our city's urban forestry program. Further, we urge all citizens to plant trees to gladden the hearts and promote the well being of present and future generations.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 5th day of October, in the year of our Lord two thousand and twenty-six.

_____

James S. Curd, Jr., Mayor

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Official Proclamation

Polish American Heritage Month
October 2026

***Whereas*,** The City of Bartlesville has been shaped by generations of immigrants and their descendants who came to our community seeking opportunity, established businesses, raised families, and contributed to the growth and vitality of our city; and

***Whereas*,** Polish Americans have made meaningful contributions to the cultural, economic, civic, and social life of Bartlesville and communities throughout the United States; and

***Whereas*,** it is fitting and proper to officially recognize Polish American heritage and commemorate the impact of Polish immigrants who helped shape Bartlesville's history, including Konstanty "Gus" Mnich, who migrated to Bartlesville from Poland and, through hard work and determination, established Mnich's Grocery and became an important part of Bartlesville's business and community history; and

***Whereas*,** stories such as that of the Mnich family remind us that Bartlesville was built not only through businesses and institutions, but also by generations of immigrants who brought their traditions, cultures, values, and dreams to our community; and

***Whereas*,** it is fitting and proper to recognize and celebrate the rich history, culture, traditions, and contributions of Polish Americans and to educate current and future generations about the immigrant heritage that helped shape Bartlesville.

***Now therefore**,* I, James S. Curd, Jr., Mayor of the City of Bartlesville, do hereby proclaim the month of October 2026 as Polish American Heritage Month in Bartlesville and encourage all citizens to recognize, celebrate, and honor the history, culture, traditions, and contributions of Polish Americans in our community.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 5th day of October, in the year of our Lord two thousand and twenty-six.

_____

James S. Curd, Jr., Mayor

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

OFFICIAL PROCLAMATION

COMMUNITY PLANNING MONTH

October 2026

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public elected and appointed officials who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to every community, and how planners are uniquely positioned to identify solutions to communities' most difficult housing, transportation, and land use questions, and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of appointed planning commission members who have contributed their time and expertise to the improvement of the City of Bartlesville; and

WHEREAS, we recognize the many valuable contributions made by the professional community and regional planners of the City of Bartlesville and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT I, James S. Curd, Jr., Mayor, and the Bartlesville City Council, proclaims the month of October 2026 as **Community Planning Month** in the City of Bartlesville in conjunction with the celebration of National Community Planning Month.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 5th day of October, in the year of our Lord two thousand and twenty-six.

_____

James S. Curd, Jr., Mayor

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item: 5.iv.
Date: 9/23/2026
Prepared by: Chief Call
Department: Fire

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agenda language: Presentation of Lifesaving Award to Tony Vigesaa and Chris Frakes.

Attachments: Lifesaving Awards

II. STAFF COMMENTS AND ANALYSIS

City of Bartlesville Life Saving Award – recommendation for **Tony Vigesaa and Chris Frakes** for their actions during a residential structure fire on August 26, 2026.

At approximately 4:14 p.m. that afternoon, Tony and Chris were working down the street from a duplex near 9th Street when they heard a resident desperately calling for help. The resident had escaped the house but advised that her roommate, remained trapped inside.

Tony and Chris immediately ran to the residence. At 4:14 p.m., Tony called 911 to report the structure fire and advised dispatch that one occupant was still trapped inside. During that call, Tony also informed dispatch that the residence was rapidly filling with smoke and fire and that he and Chris were going to enter the home in an attempt to rescue the trapped occupant.

Despite the obvious danger presented by the growing fire and smoke conditions, Tony and Chris entered the residence and located the trapped resident. Working together, they successfully removed her from the burning home.

At approximately 4:17 p.m., just three minutes after the initial 911 call, Tony contacted dispatch again and reported that they had successfully removed the trapped occupant from the residence.

Tony and Chris did not have any obligation to place themselves in danger. Nevertheless, when confronted with another person in immediate danger, they acted without hesitation. They voluntarily entered a smoke- and fire-filled residence and placed their own lives at risk to save the life of someone they had never met.

Their actions represent an extraordinary example of courage, selflessness, and service to another person. Based on the circumstances of this incident and the direct role their actions played in removing a trapped occupant from a burning structure, it is my recommendation that **Tony Vigesaa and Chris Frakes be presented with a City of Bartlesville Lifesaving Award** in recognition of their actions on August 26, 2026.

city of bartlesville

CONNECTED/CREATIVE/VIBRANT

CITY OF BARTLESVILLE

LIFESAVING AWARD

Presented to

Chris Frakes

In recognition of extraordinary courage and selfless action on August 26, 2026. Upon learning that an occupant was trapped inside a residential structure fire near 9th Street, Chris Frakes, together with Tony Vigesaa, entered the residence, which was filling with smoke and fire, and successfully removed the occupant to safety before fire department arrival. These decisive actions, taken without obligation and at significant personal risk, directly contributed to saving a life and exemplify courage, compassion, and service to others.

For actions above and beyond the ordinary call of citizenship, the City of Bartlesville proudly presents this Lifesaving Award.

_____ _____

Mayor, City of Bartlesville *Fire Chief, Bartlesville Fire Department*

Presented this _____ day of _____, 2026

city of bartlesville
CONNECTED/CREATIVE/VIBRANT

CITY OF BARTLESVILLE

LIFESAVING AWARD

Presented to

Tony Vigesaa

In recognition of extraordinary courage and selfless action on August 26, 2026. Upon learning that an occupant was trapped inside a residential structure fire near 9th Street, Tony Vigesaa, entered the residence, which was filling with smoke and fire, and successfully removed the occupant to safety before fire department arrival. These decisive actions, taken without obligation and at significant personal risk, directly contributed to saving a life and exemplify courage, compassion, and service to others.

For actions above and beyond the ordinary call of citizenship, the City of Bartlesville proudly presents this Lifesaving Award.

Mayor, City of Bartlesville

Fire Chief, Bartlesville Fire Department

Presented this ____ day of _____, 2026

Bartlesville Police Department
Police Chief, Andrew Ward - Deputy Chief, Troy Newell

615 S. Johnstone Ave.
Bartlesville, OK 74003

Non-Emergency 918.338.4001
Administration 918.338.4050

Commendation for Life Saving Award

It is with great dignity that I recommend Officer Anderson be commended for his actions on the evening of August 26, 2026.

On August 26, 2026 at approximately 1504 hours, Officer Anderson responded to 1606 S Johnstone Ave in reference to an Assist other agency. Dispatch advised of a female unresponsive and not breathing. Officer Anderson was the first officer to arrive and immediately began life saving measures.

Officer Anderson performed CPR on the female even after the fire department arrived. Upon arrival of EMS, they advised they could feel a faint pulse. Officer Anderson continued efforts as EMS and fire loaded the female. Upon loading the female, she was responding and opening her eyes for EMS.

I want to thank Officer Anderson for your unwavering dedication to this department and this community. Your actions on this evening were nothing short of exemplary. Your steadfast decision to remain focused during this tense situation, saved the life of a woman who was in crisis. I am honored to work beside you and to be a part of this team. Your commitment and dedication to this profession, was once again displayed by your actions.

Respectfully,

Cpl. Daniel Rubicam

Bartlesville Police Department
Police Chief, Andrew Ward - Deputy Chief, Troy Newell

615 S. Johnstone Ave.
Bartlesville, OK 74003

Non-Emergency 918.338.4001
Administration 918.338.4050

Occurrence Report

Commendation: __X__ Reprimand: _____ Written Counseling: ____

Name: Officer Jacob Phillips

Job Title: Patrol Officer

Department: Bartlesville Police Department

Give specific details of incident and action taken.

The following is presented for record of a specific involving the above-named employee and will be placed in the employee's records.

Narrative: In the morning hours of 07-14-2026, day shift officers were dispatched to Walmart in reference to a single vehicle accident, where the building had been hit. Officer Phillips and Officer Gomez were the first Officers to respond to this call.

Officers quickly arrived at the address and discovered a person sitting in the driver's seat of the vehicle. The person was not conscious and did not appear to be breathing. It was determined the person was likely suffering from a medical episode of some sort. Officer Phillips immediately pulled the driver from the vehicle and rendered first aid.

Officer Phillips performed CPR on the person until EMS arrived on scene. The person's condition appeared hopeless. Their skin was very pale, and there were no signs of life. No pulse was located, and it was confirmed the person was not breathing. By Officer Phillips' quick response, and by performing CPR, it helped the person stay alive long enough to be taken to the hospital, and stabilized. Without Officer Phillips' actions, the person would have certainly died.

Officer Phillips' performance in this case should stand as an example to other Officers in this department as to how his quick response, his demeanor and calm while under stress, and focusing on the

task at hand, can have the ability to save a life. Officer Phillips did just that. It is my recommendation that Officer Phillips receive a Life Saving Award for his actions on that July day, in addition to recognition for a job well done.

_____

Officer Signature, Officer Phillips

_____

Supervisor Signature, Lieutenant Mains

_____

Patrol Captain Signature, Captain Neal

MINUTES OF THE REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Tuesday, September 8, 2026
5:30 p.m.

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

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

MINUTES

(The Notice of Meeting was posted December 12, 2025 and the Agenda was posted September 1, 2026 at 5:15 p.m.)

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

City staff in attendance was Laura Sanders, Interim City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Micah Siemers, Director of Engineering; Terry Lauritsen, Director of Water Utilities; Larry Curtis, Director of Community Development; Kiley Roberson, Library Director; Rachel Showler, Director of Human Resources; Robin Betts, Manager of Human Resources; Police Chief Andrew Ward; Deputy Police Chief Troy Newell; Police Captain Daniel Elkins; Fire Chief H.C. Call; Deputy Fire Chief Barry Campbell; Matt McCollough, IT Director; Alicia Shelton, Accounting & Finance Supervisor; Candice Pullins, Assistant City Clerk; Whitney Mosley, Deputy Court Clerk; Steve Roper, Project Engineer; Officer Castaneda, Security and Elaine Banes, Executive Assistant.

1. **The business meeting of the Bartlesville City Council was called to order by Vice Mayor Dorsey at 5:30 p.m.**

2. **Roll Call was conducted and a quorum established.**

3. **The Invocation was provided by Dr. Rod MacIlvane, Pastor, Grace Community Church.**

4. **Public Comments on Agenda Items.**

   Angela Veley – Agenda Item 7.c.i. – Ms. Veley inquired as to how a resolution can be approved amending a fiscal year fund be amended on a year that has already closed and what legal authority authorizes the amendment. She also inquired about the difference between the General Fund June 30, 2026 ending balance and the July 1 beginning balance and requesting a written reconciliation. She ended inquiring about the status of Councilmember Sherrick's request for an internal investigation, and when would that request be placed on an agenda.

   Jason Jones – Agenda Item 7.c. – Mr. Jones inquired as to what happened to Councilmember Sherrick's request for an internal investigation and forensic audit concerning city matters.

   Russell Zora – Agenda Item 9. – Mr. Zora spoke in support of the proposal with Cherokee Area Council providing recycling options for the City. He asked the Cherokee Area Council to include metal/tin cans to the list of materials accepted. He also suggested that the City team up with the Bartlesville Public School System to promote recycling with student-aged population so that stewardship efforts are sustained throughout generations. He closed recommending cancelation of the Flock ALPR contract and to use that money toward the recycling program.

   Josh Lock – Agenda Items 7.a. and 10. – Mr. Lock provided comments about the resignation and severance of the former City Manager pointing out specific language in his contract that he feels is in conflict with actions taken during the resignation. He also commented that he did not agree

with going forward with hiring a new city manager prior to the seating of the next City Council later in the year.

Chelsea Wagoner – Agenda Item 10. – Ms. Wagoner made inquiries regarding the former city manager's resignation, severance, and encouraged transparency.

5. City Council Announcements and Proclamations.

- Constitution Week September 17-23, 2026 presented by Mr. Kirkpatrick.
- Oklahoma Baptist Disaster Relief Month September 2026 presented by Mr. East.
- Mayoral Letter of Appreciation to United Golf LLC presented by Vice Mayor Dorsey.

6. Authorities, Boards, Commissions and Committees

- Two openings on the Bartlesville History Museum Trust Authority
- One opening on the Bartlesville Library Board
- Two openings on the Bartlesville Library Trust Authority
- Two openings on the White Rose Cemetery Board

Vice Mayor Dorsey read the openings and encouraged citizens to volunteer. Applications can be found on the City website and in the City Manager's office.

7. Consent Docket

a. Approval of Minutes

i. The Regular Meeting Minutes of August 3, 2026.
ii. The Special Meeting Minutes of August 12, 2026.
iii. The Special Meeting Minutes of August 28, 2026.

b. Approval of Appointments, Reappointments and Ratification of Appointments

i. Reappointment of Mr. Mark Cough to an additional three-year term on the Bartlesville Library Trust Authority at the recommendation of Councilmember East.
ii. Reappointment of Mr. Amos Radlinger and Mr. Jonathan McCormick to additional three-year terms on the Board of Adjustment at the recommendation of Mayor Curd.
iii. Appointment of Mr. Bruce Kinkade to a three-year term on the City Planning Commission at the recommendation of Councilmember Kirkpatrick.
iv. Reappointment of Ms. Jennifer Galvin to an additional three-year term on the Park Board at the recommendation of Mayor Curd.

c. Approval of Resolutions

i. Amending the Budget of the City of Bartlesville for Fiscal Year 2025-2026 appropriating unbudgeted revenue for the Health Insurance Fund.
ii. Amending the Budget of the City of Bartlesville for Fiscal Year 2026-2027 appropriating donation funds for the Boots Hollow Golf Course Fund.
iii. Acceptance of a FAA grant AIG 3-40-0007-020-2026 and AIP 3-40-0007-21-2026 for "Construct 3 75' x 75'' Box Hangars" in the amount of $849,286.00 and $526,632.00, respectively, and authorize the Mayor to execute the grant documents upon receipt from FAA.
iv. Amending the Budget of the City of Bartlesville for Fiscal Year 2026-2027 appropriating grant funds from the Oklahoma Department of Aerospace and Aeronautics (ODAA) and the FAA for the Bartlesville Municipal Airport.

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

i. Renewal of the P66 Branded Aviation Dealer Agreement to supply/support retail and contract fuel and mobile refueler(s) for fuel delivery to aircraft; and approve

the addendum to the Branded Aviation Dealer Agreement to reimburse the City up to $40,000 for fuel filter upgrades to the existing filtration system.

ii. Airport Hangar Lease Agreement with Kevin Roll for North Hangar 1 and the Bartlesville Municipal Airport in the amount of $205.40 monthly.

iii. Airport Hangar Lease Agreement in PAS Hangar 2 with David Day and the Bartlesville Municipal Airport in the amount of $154.05 monthly.

iv. Airport Hangar Lease Agreement in PAS Hangar 2, 2nd space with David Day and the Bartlesville Municipal Airport in the amount of $154.05 monthly.

v. Citizenship and Civic Engagement Grant Contract between the Oklahoma Department of Libraries and the City of Bartlesville/Bartlesville Public Library to fund the salary of the Literacy Instructor position.

vi. Contract with B-Town Construction for a concrete panel rehabilitation of Kenwood Road between Willowood Drive and Sandstone Drive.

vii. Quote with Tyler Technologies for New World Public Safety Server Migration to ensure continued reliability, security, and efficiency of critical public safety operations, in the amount of $75,000.

viii. Task Order No. 9 to the Master Services Agreement with Parkhill, Smith and Cooper for airport consulting services, expense covered by the BDA through ARPA and PREP grants.

ix. Task Order No. 10 to the Master Services Agreement with Parkhill, Smith and cooper for airport consulting services, 95% reimbursable by the FAA and ODAA and 5% ($9,300) funded by the City.

x. Change Order No. 5 from Koehn Construction Services for the Construct Box Hangar – Bartlesville Municipal Airport Project, for an overall increase in the contract amount of $35,006.64.

xi. Drainage Improvement Construction Agreement with Shadow Lake Village to construct drainage improvements in the northeast corner of Shadow Lake Village, with funds currently budgeted for “Drainage Materials”, in the approximate amount of $8,000.

xii. Letter of Agreement with Holloway, Updike and Bellen, Inc. for engineering design of the Bartlesville Street Rehabilitation, Cherokee Avenue & Michigan Street Project, in the amount of $100,000.

xiii. Contract between the City of Bartlesville and Okie Safety Consulting for the purpose of performing permitting, new and existing building plan reviews/inspections, sprinkler suppression system plan reviews, fire alarm plan reviews, mechanical, electrical, plumbing reviews, CO2 system reviews, hood suppression system plan reviews, residential reviews and inspections, and annually required reviews and inspections on an as needed basis, with various fees per service.

xiv. Agreement with State of Oklahoma Statewide Bid Contract SW055M good through 12/31/2027 for the purchase of one 2027 Ford F-350 from Bill Knight Ford, in the amount of $52,890.53.

xv. Equipment lease between the City of Bartlesville and the City of Collinsville, Oklahoma, to lease the 2000 model E-One aerial truck that is currently out of service and in storage, with any costs associated for testing, maintenance, and upkeep at the expense of the City of Collinsville during the terms of the lease.

xvi. Change Order No. 4 from KSL Dirtworks, LLC for the Utilities and Access Road – Bartlesville Municipal Airport Project, expense covered by the BDA through ARPA and PREP grants.

xvii. Approval of a grant from the Oklahoma Department of Aerospace and Aeronautics (ODAA) for “Construct 3 75’x75’ Box Hangars”, and authorize the Mayor to sign the grant application and agreement, in the amount of $1,000,668.00.

e. Receipt of Financials

i. Interim Financials for the twelve months ending June 30, 2026

ii. Interim Financials for one month ending July 31, 2026

f. Receipt of Bartlesville NEXT Progress Report

i. Bartlesville NEXT Progress Report July 2026

g. Receipt of ALPR (Flock Cameras) Report

i. ALPR Report for September 2026

h. Receipt of Bids

i. Bid No. 2026-2027-007 for Construct 3 75' x 75' Box Hangars

Vice Mayor Dorsey provided the consent docket on a PowerPoint slide visible to the audience, and referred citizens to the agenda where every item was listed. He asked the Council if there were any items to be pulled for discussion. Mr. East removed Items 7.c.i., 7.c.iii., and 7.d.i. Mr. Sherrick pulled Item 7.d.xiii.

Mr. Kirkpatrick moved to approve the Consent Docket with the exception of Agenda Items 7.c.i, 7.c.iii., 7.d.i, and 7.d.xiii., seconded by Mr. East.

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

Agenda Item 7.c.i. Amending the Budget of the City of Bartlesville for Fiscal Year 2025-2026 appropriating unbudgeted revenue for the Health Insurance Fund.

Mr. East asked Mr. Muninger to explain how reappropriating funds work on a budget year that has closed. Mr. Muninger explained that internal service funds differ from operating funds and that the $1.185 million amendment is a net-zero transaction tied to stop-loss insurance reimbursements and transfers to cover variable insurance claims.

Agenda Item 7.c.iii. Acceptance of a FAA grant AIG 3-40-0007-020-2026 and AIP 3-40-0007-21-2026 for "Construct 3 75' x 75'' Box Hangars" in the amount of $849,286.00 and $526,632.00, respectively, and authorize the Mayor to execute the grant documents upon receipt from FAA.

Mr. East ask Mr. Siemers to explain the budget impact for this item. Mr. Siemers explained that the City's share of the project cost is reduced to approximately 5% because an ODAA (State) grant covers 40% of the total cost, supplementing the FAA's 90% coverage of eligible costs and helping to cover the City's 10% sponsor match. The city's effective responsibility is about 5% due to the combined funding structure.

Agenda Item 7.d.i. Renewal of the P66 Branded Aviation Dealer Agreement to supply/support retail and contract fuel and mobile refueler(s) for fuel delivery to aircraft; and approve the addendum to the Branded Aviation Dealer Agreement to reimburse the City up to $40,000 for fuel filter upgrades to the existing filtration system.

Mr. East inquired of Mr. Richardson the approximate cost of the upgrades. Mr. Richardson explained that Phillips 66 will reimburse up to $40,000 for AvGas filtration system upgrades. The filter vessel upgrade is estimated at around $20,000, but installation costs are unknown and could exceed the reimbursement amount. The upgrades may cost more than the reimbursement, but the City has some capital budget for the work. A brief discussion was held regarding filters and how often they need to be changed.

Agenda Item 7.d.xiii. Contract between the City of Bartlesville and Okie Safety Consulting for the purpose of performing permitting, new and existing building plan reviews/inspections, sprinkler suppression system plan reviews, fire alarm plan reviews, mechanical, electrical, plumbing reviews, CO2 system reviews, hood suppression system plan reviews, residential reviews and inspections, and annually required reviews and inspections on an as needed basis, with various fees per service.

Mr. Sherrick asked Fire Chief Call to review the item. Chief Call reported that there are times when additional assistance is needed, or if someone should disagree with the result of an inspection, a third party is available to review for a second opinion. He added that the contract is used only on an as-needed basis. A date discrepancy in the contract was noted for correction. The contract will be amended with the correct dates and will proceed as an as-needed arrangement.

Mr. East moved to approve Agenda Items 7.c.i., 7.c.iii., 7.d.i, and 7.d.xiii. with the correction to Agenda Item 7.d.xiii. Okie Consulting Services Contract's starting date, seconded by Mr. Sherrick.

Voting Aye: Mr. Sherrick, Mr. Kirkpatrick, Mr. East, Vice Mayor Dorsey
Voting Nay: Non
Motion: Passed

8. Discuss and take possible action to award Bid No. 2026-2027-007 for Construct 3 75' x 75' Box Hangars at the Bartlesville Municipal Airport; AIG 3-40-0007-020-2026, AIP 3-40-0007-021-2026, ODAA BVO-27-FS. Presented by Councilmember Kirkpatrick.

Mr. Kirkpatrick provided the bid report and recommendation, with Mr. Siemers providing additional information about the project.

Mr. Kirkpatrick moved to award Bid No. 2026-2027-007 for Construct 3 75' x 75' Box Hangars at the Bartlesville Municipal Airport; AIG 3-40-0007-020-2026, AIP 3-40-0007-021-2026, ODAA BVO-27-FS to Koehn Construction Services in the amount of $2,061,867.77 subject to receipt of the FAA and ODAA grants, seconded by Mr. Sherrick.

Voting Aye: Mr. Kirkpatrick, Mr. East, Mr. Sherrick, Vice Mayor Dorsey
Voting Nay: Passed
Motion: Passed

9. Discuss and take possible action on a Recycling Agreement with the Cherokee Area Council #469, Boy Scouts of America. Presented by Laura Sanders, Interim City Manager and Philip Wright, Cherokee Area Council Executive.

Ms. Sanders reported the Cherokee Area Council #469 Boy Scouts contacted the City with a proposal to take on the day-to-day responsibility for a recycling program. They will operate a central recycling collection site with satellite locations as needed. They will collect and transport recyclable materials, maintain a clean and safe collection operation, and the recycling will include commonly used plastics, aluminum, cardboard, and glass. The City's role, or primary responsibility to support the program, would be providing the Scouts $20,000 annually from the City's Sanitation budget. Additionally, the City will provide improvements to the drive and parking area and the central collection site, reasonable alley improvements, signage, promotional support through the City communication channels, and assistance applying for grants when appropriate. She added her personal thanks to the Cherokee Area Council for reaching out, stepping up, and for wanting to take this on.

Mr. Sanders then introduced Chris Cook, Cherokee Area Council #469 Board member, and Joe Beffer, Cherokee Area Council President. Mr. Cook provided a PowerPoint presentation covering how they will manage day-to-day operations, operate collection sites, and transport materials. The partnership with the City enables the Boy Scouts to apply for government grants which assist in paying for costs of the program in addition to what the City supplies. They are also in a capital campaign for a new drive-through recycling center as well. Councilmember Kirkpatrick suggested that Mr. Cook should reach out to the BRTA to investigate potential TIF district benefits for their property purchases. He thanked Mr. Cook, the Council, and the Scouts for assisting the community with this service.

Mr. Kirkpatrick moved to approve the Recycling Agreement with the Cherokee Area Council #469, Boy Scouts of America as presented, seconded by Mr. East.

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

10. New Business.

There was no new business to report.

11. City Manager and Staff Reports.

Ms. Sanders introduced and welcomed the new City of Bartlesville Human Resources Director, Rachel Showler.

12. City Council Comments and Inquiries.

There were no comments and inquiries.

13. There being no further business to address, Vice Mayor Dorsey adjourned the meeting at 6:23 p.m.

_____
Trevor Dorsey, Vice Mayor

_____
Jason Muninger, CFO/City Clerk

MINUTES OF SPECIAL MEETING OF THE BARTLESVILLE CITY COUNCIL

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

September 23, 2026
9:00 a.m.

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

MINUTES

(The Notice of Meeting and Agenda was posted September 20, 2026 at 9:00 a.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 Laura Sanders, Interim City Manager, Jess Kane, City Attorney, Kelli Williams, Chief Communications Officer; Police Chief Andrew Ward; Deputy Police Chief Troy Newell; Police Captain Morrow; Tammy Hudgens, Accounts Receivable Manager; Whitney Mosley, Deputy Court Clerk; and Elaine Banes, Executive Assistant.

1. **The business meeting of the Bartlesville City Council was called to order by Mayor Curd at 9:00 a.m.**

2. **Roll call was held and a quorum was established.**

3. **Invocation.**

4. **Public Comments on Agenda Items.**

   Roger Box commented that the City Manager position is very important and urged the Council to consider leadership and maturity as the City managers represents the City administratively and publicly. He feels there has been a perceived systemic arrogance so whoever is appointed City Manager should be someone who could change that culture. He suggested searching externally if the internal candidates do not fill that suggestion. He added that the City Manager employment agreement is important and should set out expectations on how should they act and productivity levels. It should also address an entrance and exit policy, incorporate an ethics polity that accommodates modern issues. He wished the Council good luck with the interviews.

   Andy Dossett inquired as why the interview process had been changed, and asked that it be explained prior to entering into Executive Session.

5. **Move to Executive Session under 25 O.S. Sec 307(B)(1) to separately interview individual candidates for the position of the City of Bartlesville City Manager.**

   Mr. Kane asked the Mayor to excuse him from the executive session, which he was excused. He added that he would be on-call should he be needed.

   Mr. Kirkpatrick moved to enter into Executive Session at 9:08 a.m., seconded by Mr. East.

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

Nays: None
Motion: Passed

6. Return to Open Meeting.

Mayor Curd reconvened the open meeting at 5:53 p.m. No action was taken in executive session.

7. Discuss and take possible action regarding the position of City Manager.

A brief discussion was held with all agreeing they would like a few days to think about the interviews and the information obtained from them. They agreed to another special meeting with an executive session similar to what was held this date and agreed to meeting on Friday, October 2, 2026 at noon.

8. There being no further business to discuss, Mayor Curd adjourned the meeting at 6:02 p.m.

_____
James S. Curd, Jr., Mayor

_____
Jason Muninger, CFO/City Clerk

Agenda Item 7.b.i.
Date: October 5, 2026
Prepared by: Kiley Roberson
Library

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration for the appointment of Angela Hindman and Heather Tate to the Bartlesville Library Board.

Attachments: Angela Hindman application
Heather Tate application

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the appointment of Ms. Hindman and Ms. Tate to the Library Board. Ms. Hindman is passionate about libraries and is a reading specialist with Owasso Public Schools. Ms. Tate currently teaches with the ATLAS program and has experience with a variety of public boards and education environments. Both candidates appreciate the importance of literacy in citizens' lives.

IV. RECOMMENDED ACTION

Mayor Curd and I recommend the appointment of Angela Hindman and Heather Tate to the Bartlesville Public Library Board.

Candice L. Pullins

From: City of Bartlesville <ian@bitbrilliant.com>
Sent: Wednesday, September 9, 2026 12:14 PM
To: Elaine Banes; Candice L. Pullins
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

Angela Hindman

Residential Address

1926 Mesa Avenue
Bartlesville, Oklahoma 74006
Map It

Home Phone

(918) 907-0102

Cell Phone

(918) 907-0102

Email

angelahindman75@gmail.com

Ward Number

2

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

I have a Masters in Reading Education and have taught Reading in the public school system for 18 years. I am currently an elementary Reading Specialist. I am an avid reader, book club member and Bartlesville library patron.

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

I have lived in Oklahoma for 10 years. During that time I have volunteered in animal rescue, fostering animals and volunteering at events. I have volunteered at local food pantries. I am also actively involved with Paths to Independence.

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

Our local library is a precious resource to the community. I would love to work with the committee to ensure library access to all, and to continue the amazing work of our library!

Candice L. Pullins

From: City of Bartlesville <ian@bitbrilliant.com>
Sent: Wednesday, September 9, 2026 5:54 PM
To: Elaine Banes; Candice L. Pullins
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

Heather Tate

Residential Address

208 Parkhill Drive
Bartlesville, OK 74006
Map It

Home Phone

(918) 855-9159

Work Phone

(918) 333-3810

Cell Phone

(918) 855-9159

Email

hlktate71@gmail.com

Ward Number

5

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

As an elementary educator working in a therapeutic K-5 setting, I bring experience in literacy, education, child development, family engagement, and supporting individuals with complex and diverse needs. My work has taught me the importance of creating welcoming spaces where everyone feels they belong and has access to opportunities to learn and grow. I believe strongly that education and access to information are great equalizers, and I see the public library as an essential part of that mission. I would bring an educators perspective, strong community relationships, collaborations skills and a genuine love of reading and lifelong learning to the board.

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

Thoughtout my 25 years as an educator I have been involved in a variety of leadership, advocacy, and school-based committees. I have served as a district grade-level coordinator, President of the Bartlesville Education Association, a member of the BEA contract negotiations team, and a member of the student retention and recruitment committee. I have also been involved with Public Education Advocates for Kids (PEAK) , served o the Oklahoma Education Board of Directors, and am currently serving on the Bartlesville Public Schools Foundation board. These experiences have allowed me to work with educators, administrators, families and community members while advocating for students and public education. Community involvement and service have been an important part of my career, and I would welcome the opportunity to expand that service to the public library.

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

I would like to see the library board continue to support and expend programs that provide access to information, resources, and opportunities for everyone in our community, I believe a strong public library should be a welcoming place where people of all backgrounds can learn, connect, and grow. I would also like to see the library continue finding creative ways to respond to the changing needs of our community while insuring that its resources and programs remain accessible to all.

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 7.b.ii.
Date 9/28/26
Prepared by Public Works Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint Lilly Close and Teressa Grayson to the White Rose Cemetery Board.

Attachments:
Application for White Rose Cemetery Board from Lilly Close and Teressa Grayson

II. STAFF COMMENTS AND ANALYSIS

Ms. Close is currently the funeral director at Stumpff Funeral Home and has attended several courses in mortuary school. Also, she served as the coordinator for the Nowata Veterans Day Parade in 2025. She has a vested interest in the White Rose Cemetery Board and anxious to become a member.

Ms. Grayson is president at the Westside Senior Citizen and volunteers at the Westside Center. She is wanting to help within the community. She has a vested interest in the White Rose Cemetery Board and anxious to become a member.

III. RECOMMENDED ACTION

Staff recommends the appointment of Lilly Close and Teressa Grayson to the White Rose Cemetery Board at the next available City Council meeting.

Barbara J. Mumma

From:	Candice L. Pullins
Sent:	Wednesday, June 10, 2026 1:38 PM
To:	Keith B. Henry
Cc:	Barbara J. Mumma
Subject:	FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Good afternoon,

Below you will find an application from Lilly Close for your consideration. She is interested in serving on the White Rose Cemetery Board.

Thanks,

Candice L. Pullins

City of Bartlesville
1st Deputy City Clerk
401 S. Johnstone Ave.
Bartlesville, OK 74003
P: 918-338-4212
F: 918-338-4229
city of bartlesville

From: City of Bartlesville <ian@bitbrilliant.com>
Sent: Wednesday, June 10, 2026 1:12 PM
To: Elaine Banes <rebanes@cityofbartlesville.org>; Candice L. Pullins <clpullins@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:

- White Rose Cemetery Board

Name

LILLY CLOSE

Residential Address

398002 W 300 RD
COPAN, OK 74022
Map It

Home Phone

(620) 306-0711

Work Phone

(918) 333-4300

Email

LILLYACLOSE@GMAIL.COM

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

I believe my background makes me well qualified to serve on the White Rose Cemetery Board through both my education and professional experience. I am currently a Funeral Director at Stumpff Funeral Home, where I work closely with families during some of the most important and sensitive moments of their lives. Through my profession, I regularly work alongside cemeteries and have developed a strong understanding of cemetery operations, procedures, and the importance of maintaining respectful and well-managed grounds for the community.

In addition to my professional experience, I attended mortuary school where I completed several courses related to cemetery management and operations. These courses provided me with valuable knowledge regarding cemetery regulations, record keeping, maintenance, and long-term planning.

My experience in funeral service gives me a unique perspective and insight into the needs of families, the importance of preservation and professionalism, and how cemeteries serve as an important part of honoring loved ones and the history of the community. I would be honored to use my knowledge and experience to contribute positively to the White Rose Cemetery Board.

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

I am highly involved in the Bartlesville and surrounding communities through both my profession and volunteer involvement. In 2025, I served as the coordinator for the Nowata Veterans Day Parade, helping organize and support an event dedicated to honoring local veterans and bringing the community together.

I was also honored to be nominated by members of my community in 2025 as an "Emerging Star Under 40," which I believe reflects my dedication to serving and being actively involved in the area.

In addition, I have a personal connection to White Rose Cemetery, as I have family members buried there. I have attended the Mausoleum Stories events and appreciate the cemetery not only as a place of remembrance, but also as an important part of the community's history and heritage.

Through my career as a funeral director and my community involvement, I have developed strong relationships within the community and a deep appreciation for preserving and honoring the legacy of those who came before us.

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

I would like to see the White Rose Cemetery Board continue to preserve and honor the history, beauty, and dignity of the cemetery while also looking toward its future growth and long-term sustainability. White Rose Cemetery is an important part of our community, and I believe it should continue to be a place where families feel respected, supported, and proud to visit their loved ones.

I would also like to see continued community involvement and educational opportunities, such as events that help share the history and significance of the cemetery with the public. Maintaining transparency, organization, and strong communication with families and the community is also very important to me.

With my background in funeral service, I hope to contribute ideas and insight that help ensure the cemetery remains well maintained, professionally operated, and a lasting place of remembrance for generations to come.

Barbara J. Mumma

From: Candice L. Pullins
Sent: Tuesday, June 16, 2026 7:37 AM
To: Barbara J. Mumma
Cc: Keith B. Henry
Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

Good morning,

Below is application for White Rose Cemetery Board.

Thanks,

Candice L. Pullins

City of Bartlesville
1st Deputy City Clerk
401 S. Johnstone Ave.
Bartlesville, OK 74003
P: 918-338-4212
F: 918-338-4229
city of bartlesville

From: City of Bartlesville <ian@bitbrilliant.com>
Sent: Monday, June 15, 2026 6:33 PM
To: Elaine Banes <rebanes@cityofbartlesville.org>; Candice L. Pullins <clpullins@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:

- White Rose Cemetery Board

Name

Teressa Grayson

Residential Address

2808 Roanoke Ridge Rd
Bartlesville, OK 74006
Map It

Home Phone

(918) 336-2309

Cell Phone

(918) 841-0322

Email

teressagrayson@sbcglobal.net

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

Volunteer work

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

Westside Senior citizen, president, Westside Center, volunteer,

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

Just want to help my community, my husband passed last July need to get back helping

Agenda Item 7.b.iii.
Date: October 5, 2026
Prepared by: Kiley Roberson
Museum

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration for the appointment of Ann Curtis and Deanna Dodson to the Bartlesville Area History Museum Trust Authority board.

Attachments: Ann Curtis application
Deanna Dodson application

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the appointment of Ms. Curtis and Ms. Dodson to the Museum Trust Authority board. They are keen to serve the community and share a love of history. They have both expressed interest in furthering the museum's mission and service to the community.

IV. RECOMMENDED ACTION

Councilman Sherrick and I recommend the appointment of Ann Curtis and Deanna Dodson to the Bartlesville Library Board.

Please check the ones you wish to serve on:

- Bartlesville History Museum Trust Authority

Name

Ann Curtis

Residential Address

1008 Taylor Drive Apt 1
Bartlesville, OK 76004
Map It

Home Phone

(832) 477-7319

Cell Phone

(832) 477-7319

Email

george111rd@outlook.com

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

I enjoy the study of history, especially the Civil War. I have toured battlefields, museums, forts, cities and homes specific to that era. Researching is a favorite pastime of mine no matter what subject. While I understand this is not the purpose of the council, I believe my interest in history would benefit my perspective in my participation.

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

I have not previously had the opportunity to work with an organization involved in community service. I have participated with my church in supporting organizations dedicated to serving the community.

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

To support the museum, help to provide assistance and encouragement for their programs.

Please check the ones you wish to serve on:

- Bartlesville History Museum Trust Authority

Name

Deanna Dodson

Residential Address

301 S. Madison Blvd. Apt. B
Bartlesville, OK 74006
Map It

Work Phone

(918) 336-8500

Cell Phone

(918) 332-6455

Email

ecwork7@icloud.com

Ward Number

1

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

For the past ten years, I have worked at Elder Care in changing roles with increased responsibility. My current role is Client Services Director, in which I provide leadership over several programs. My work includes collaborating with grant procurement and grant management for two large grants. My educational background includes a degree in history as well as graduate work in history.

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

My community involvement has centered around the low-resource clients that we serve at Elder Care. During my time here, I have consistently volunteered with holiday food baskets in many capacities and our first-ever mid-year food distribution to seniors this year.

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

My hopes for this board are for it to continue to be a resource to guide the museum towards modern practices and grants that allow for growth.

Agenda Item 7.c.i.
September 24, 2026
Prepared by Lisa Beeman,
Grant Coordinator

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to accept a grant from the State of Oklahoma 911 Management Authority under the FY 27 POP Grant Program and approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2026-2027 appropriating unanticipated grant revenue in the Restricted Revenue Fund of the Police Department.

Attachments: Grant Agreement
Resolution

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has been notified that it has been awarded a $35,686 grant from the State of Oklahoma 911 Management Authority under the FY 27 POP (One-Time Payment) Grant Program (see attached grant agreement). The State of Oklahoma requires the City of Bartlesville, as the owner of the 911 Public Service Answering Point (PSAP) to transition the Next Generation 911 (NG911) geographic data to Version 3.0 of the State's Geographic Information NG911 and Address Standard, moving up from version 2.2 which was just completed. While the City of Bartlesville operates the 911 Call Center, the geographical data upon which the Center relies is managed by the Washington County Emergency Management Office.

Therefore, funding from this grant in the amount of $19,279 will be used to reimburse Washington County for the cost of transitioning this data to comply with the State standard. The County will provide this service through a contract with DATAMARK, a professional services contractor which holds a statewide contract to support Next Generation 911 data management systems. An additional item on the Council agenda for October 5 is the approval of an interlocal agreement with Washington County to provide this service and for the City to reimburse the County with this grant funding.

Remaining funding in the amount of $16,407 will be used to upgrade one console work station at the 911 Call Center to ADA compliant furniture. This is a reimbursable grant; no match is required.

Because it is a grant, Council acceptance of the grant award is required. 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 resolution as presented.

OKLAHOMA 9-1-1 MANAGEMENT AUTHORITY STATE – LOCAL AGREEMENT

OK 9-1-1 MANAGEMENT AUTHORITY GRANT AGREEMENT

Between

STATE OF OKLAHOMA

and

Bartlesville, City of

(Local Subgrantee)

This agreement is between the State of Oklahoma/Oklahoma 9-1-1 Management Authority, Lance Terry, State 9-1-1 Coordinator, and Bartlesville, City of_____ who has applied to the Oklahoma 9-1-1 Management Authority and been awarded for a PSAP One Time Payment (POP) grant for Grant ID# F915265S261 in the amount of ___$35,686.00_____.

EXECUTION OF THE AGREEMENT SIGNATURE AUTHORITY

Because your request for 9-1-1 Management Authority grant funding has been approved, it is now necessary for you, as the Subgrantee, to enter into the attached Agreement with the Oklahoma 9-1-1 Management Authority, hereafter referred to as the Grantee. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee. (NOTE: If this Agreement is signed by a designee, a duly-adopted resolution evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee must be attached to the Agreement for review by the OK 9-1-1 Management Authority.)

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

The Subgrantee certifies and acknowledges that:

1. The Subgrantee must use 9-1-1 Management Authority funds solely for the purposes as stated in the approved project award, provided scope of work, costs and overall project goals approved by the 9-1-1 Management Authority Board Members. Funding shall meet the requirements in Oklahoma State Statute, Title 63-2868. All grant funding reimbursed to the PSAP must be deposited in the account that has been designated by the governing body to carry out the requirements of the Oklahoma 9-1-1 Management Authority Act as required by State Statute 63-2868.C. *63-2868.C. states, "Money remitted to public agencies pursuant to the Oklahoma 9-1-1 Management Authority Act and any money otherwise collected by any lawful means for purposes of providing 9-1-1 emergency telephone services shall be deposited in a separate 9-1-1 emergency telephone service account established by a public agency or its governing body to carry out the requirements of the Oklahoma 9-1-1 Management Authority Act."*

2. I certify that Bartlesville, City of has not diverted and will not divert any portion of designated 9-1-1 funds awarded by the State for any purpose other than the purposes for which such charges are designated.

3. The Subgrantee is aware of and will be responsible for the matching funds and cost-sharing requirements of the OK 9-1-1 Management Authority, specifically, state assistance is limited to no more than 80% of eligible expenditures, and the Subgrantee will provide upfront, from the Subgrantee's funds, the remaining 20% of eligible costs. No match is required for POP, GIS, Training or Funding Sustainability grants.

4. The Subgrantee will return to the State, within 15 days of such request by the OK 9-1-1 Management Authority, any funds which are not supported by audit or other Federal or State review of documentation maintained by the Subgrantee.

5. The Subgrantee must establish and maintain a proper accounting system to record expenditures of OK 9-1-1 Management Authority funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR Part 200.

6. All grant awardees must have an active SAM.gov account and must enroll in the electronic funds transfer (direct deposit) system in order for payments to be made. Payments issued by Oklahoma state agencies are subject to state law (Title 62, Section 34.64) requiring that payments disbursed from the State Treasury shall be conveyed solely through an electronic payment mechanism.

7. The Subgrantee will accurately document the events and expenses incurred in the execution of the OK 9-1-1 Management Authority project. All the documentation pertaining to a project shall be filed together with the corresponding grant documentation and must be maintained by the Subgrantee for three (3) years after the grant ending date. The records must include all backup and corresponding documentation. The Subgrantee must provide a copy of the documentation to the State for review, reconciliation, claims payment, and archiving upon request.

8. The Subgrantee's records and supporting documentation relating to claims will be kept for three (3) years after the grant ending date. All records and supporting documentation shall be available for inspection and audit at all reasonable times. The Subgrantee will give the appropriate State agencies, as designated by the Oklahoma 9-1-1 Management Authority, access to and the right to examine all records, documents, and papers relating to any activity undertaken for funding under this agreement.

9. The Subgrantee will comply with all applicable provisions of State laws and regulations in regard to procurement of goods, services, and contracts which conform to federal law and the standards identified in 2 CFR §§ 200.

10. The Subgrantee will comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.

11. As a condition for receipt of State funds, the Subgrantee certifies that it has the legal responsibility for the maintenance, upkeep and implementation of activities for which it is applying for.

12. The Subgrantee certifies that it has all necessary lands, easements, rights-of-way and accesses necessary to complete the project(s) for which it has and/or will apply. The Subgrantee agrees and understands that the State nor Federal funding entities will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.

13. The Subgrantee agrees to indemnify and hold the State funding entities harmless from any repayment obligation arising out of the projects funded under this agreement.

14. The Subgrantee understands and will abide by the indicated period of performance as detailed in the State Award documents. Period of performance schedule extensions may be granted solely for conditions beyond the Subgrantee's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the State 9-1-1 Management Authority or authorized official and must be requested by the Subgrantee in writing.

15. Grant funds awarded by the 9-1-1 Management Authority shall not be used to supplant local funds but shall be used to increase the amount of funds that would, in the absence of state or federal funds, be made available from local sources.

16. By signing this agreement, the Subgrantee further acknowledges that the effective date of this agreement shall be as of the Governor's Authorized Representative's approval date shown below.

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

Signed: _____

AUTHORIZING OFFICIAL TITLE PRINT NAME

APPROVED on this _____Day of _____, 20_____.

Signed: _____

LANCE TERRY, STATE 9-1-1 COORDINATOR
OKLAHOMA 9-1-1 MANAGEMENT AUTHORITY

APPROVED on this _____Day of _____, 20_____.

RESOLUTION _____

A RESOLUTION ACCEPTING A GRANT AWARD FROM THE STATE OF OKLAHOMA 911 MANAGEMENT AUTHORITY UNDER THE FY 27 POP GRANT PROGRAM IN THE AMOUNT OF $35,686, AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2026-2027, AND APPROPRIATING UNANTICIPATED GRANT REVENUE IN THE RESTRICTED REVENUES FUND OF THE POLICE DEPARTMENT.

WHEREAS, the City of Bartlesville has been awarded a grant from the State of Oklahoma 911 Management Authority in the amount of $35,686;

WHEREAS, these funds are not included in the FY 2026-2027 budget; and

WHEREAS, the City of Bartlesville needs to appropriate these revenues prior to their expenditure.

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

1. The City Council of the City of Bartlesville hereby accepts the grant award from the State of Oklahoma 911 Management Authority under the FY 27 POP Grant Program and authorizes the mayor 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)	$	19,279.00
Other Improvements (55930)	$	16,407.00

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5TH DAY OF OCTOBER, 2026.

_____

James S. Curd, Jr., Mayor

Attest:

_____

City Clerk

Agenda Item 7.c.ii.
Sept 28, 2026
Prepared by Alicia Shelton,
A&F Supervisor

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to accept a grant from the State of Oklahoma under the Recreational Trails Program and approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2026-2027 appropriating unanticipated grant revenue in the Half Cent Sales Tax Fund of the Community Development Department.

Attachments: Grant Agreement
Resolution

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has been notified that it has been awarded a $300,000 grant from the State of Oklahoma under the Recreational Trails Program. Funding from this grant will be used, along with existing allocated capital funding from the Half Cent Sales Tax Fund, to build a pedestrian bridge over Butler Creek adjacent to Sunset Boulevard, extending the Pathfinder Parkway system into the northwestern neighborhoods of the City.

This agreement and Resolution was previously approved by Council at the June 1, 2026 meeting, but there was a timing delay and work do not start on the project in FY26. Since work didn't start in FY26, we are needing to appropriated the funds to be spent in FY27.

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 ACCEPTING A GRANT AWARD FROM THE STATE OF OKLAHOMA UNDER THE RECREATION TRAILS PROGRAM IN THE AMOUNT OF $300,000 AND AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2026-2027, APPROPRIATING UNANTICIPATED GRANT REVENUE IN THE HALF CENT SALES TAX FUND OF THE COMMUNITY DEVELOPMENT DEPARTMENT.

WHEREAS, the City of Bartlesville has been awarded a grant from the State of Oklahoma in the amount of $300,000; and

WHEREAS, these funded are not included in the FY 2026-2027 budget; and

WHEREAS, the City of Bartlesville needs to appropriate $300,000 of these revenues prior to their expenditure;

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

1. The City Council of the City of Bartlesville hereby accepts the grant award from the State of Oklahoma under the Recreation Trails Program and authorizes the city manager or his designee to sign all required contract documents.

2. The Half Cent Sales Tax Fund (449) of the Parks Department (431) shall be increased as follows:

Other Improvements (55930)	$	300,000.00

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 5th DAY OF OCTOBER, 2026.

_____

James S. Curd, Jr., Mayor

Attest:

_____

City Clerk

RECREATIONAL TRAILS PROGRAM
PROJECT AGREEMENT

This Project Agreement is entered into by and between the State of Oklahoma, by and through the Oklahoma Tourism and Recreation Department and the [SPONSOR], the Project Sponsor.

Federal Project Number: RT25(101) State Project Number: 25-01
Federal Awarding Agency: FHWA (Federal Highway Administration)

Project Sponsor: City of Bartlesville County: Washington/Osage

Project Name: Pathfinder Bridge - Butler Creek UEI: UNQHLKMJNB59

Project Period: 04/27/2026 - 04/30/2028 CFDA# 20.219

Project Stage Covered By This Agreement: ***ENTIRE PROJECT***

Approved Federal Funds: $ 300,000.00 Local Funds: $ 75,000.00

Total Project Cost: **$ 655,824.00**

In consideration for the matching grant funds provided by the State of Oklahoma, the Project Sponsor agrees to perform the work identified in the project scope and agrees to comply with all of the requirements noted in this agreement. As a part of this project, a sign recognizing the Recreational Trails Program (RTP) must be installed at the trail facility. This facility shall remain open to the public for a period not less than twenty-five years.

In the event that a facility funded through the RTP becomes unusable as a recreation facility and/or does not remain open to the public, the project sponsor will be obligated to pay back federal funds received. Cash will be due within 90 days of closure.

PROJECT SCOPE: 176 foot Pedestrian/Bike Bridge, 10 feet wide, Concrete across Butler Creek for the extension of the Pathfinder Parkway Trail.

Environmental Categorical Exclusion Approved

This Proposal is not intended to include those projects or actions which would cause significant environmental impacts, affect wetland areas or require dredging of filling within the channel of a navigable waterway. The project will not affect significant archaeological or historical resources as determined by the State Historic Preservation officer and the Oklahoma Archeological Survey.

The undersigned Project Sponsor does hereby agree and accept the same responsibility and obligations set out in the herein described project and to the same extent and in the same manner, including all requirements, as does the State of Oklahoma. The undersigned Project Sponsor of the State of Oklahoma further understands, agrees, and accepts that this project is not effective and no costs should be incurred until this Project Agreement has been duly executed by the State of Oklahoma and the said Project Sponsor on the herein described project until it has received said notification by the State.

The Project Sponsor Agrees to comply with the terms and intent of the following:

1. Equal Opportunity Clause (41 CFR 60-1.4);
2. Nonsegregated Facilities Statement (41 CFR 60-1.8);
3. Notice of Requirement for Affirmative Action (41 CFR 60-4.2);
4. Standard Federal Equal Employment Opportunity Specifications (41 CFR 60-3);
5. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646);
6. Facility designs must be in accordance with the Architectural Barriers Act of 1968 (P. L. 90-480 as amended through 1978), and the Americans With Disabilities Act (ADA) (P. L.101-336, 1990). 7. Civil Rights Assurance of Compliance
7. Compliance Report Title VI Civil Rights Act of 1964
8. Assurances Construction Programs/Assurances Non-construction Programs
9. Debarment and Suspension Agreements
10. Flood Disaster Protection Act of 1973 (P.L. 93-234); and all applicable regulations and procedures implementing these Acts.
11. Public Law 100-463 (H.R. 4781) Any contract work that is $50,000 or over must be put out to bid.
12. Must comply with the Buy-American provisions of the American Recovery and Reinvestment Act (23 U.S.C.313 and 23 CFR 635.410)
13. Sponsor agrees to complete the project within the time specified in this agreement. Failure to complete the project within this timeframe may result in forfeiture of any unexpended balance of funds.
14. Sponsor shall submit reimbursement requests at least once a year and in accordance with the budget submitted and Program requirements. Failure to do so may result in forfeiture of any unexpended balance of funds.

This Agreement incorporates the provisions of the Transportation Equity Act for the 21st Century (TEA-21), under federal statutes 23 U.S.C. 206.

STATE OF OKLAHOMA

BY _____

TITLE: State Liaison Officer

DATE: _____

PROJECT SPONSOR

BY _____

_____
NAME & TITLE

DATE: _____

If any person other than the Project Sponsor named above will be submitting for reimbursements and signing the Outlay Report for the Project Sponsor, that person must also sign and date below.

BY _____

_____
NAME & TITLE

DATE: _____

BY _____

_____
NAME & TITLE

DATE: _____

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Agenda Item 7.d.i.
September 22, 2026
Prepared by Terry Lauritsen
Water Utilities Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of Supplement No. 1 to the professional service agreement with Craig and Keithline Consulting Engineers (WSB, LLC) for engineering services for the relocation of water and sanitary sewer facilities required by ODOT's rehabilitation of US 60 between SH 123 and US 75

Attachments:
Supplement No. 1

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

The Oklahoma Department of Transportation (ODOT) is pursuing the complete reconstruction of US 60 between SH 123 and US 75. For projects of this nature, ODOT requires utilities to relocate their facilities outside of the paved roadway and replace any utility lines that cross the roadway perpendicularly.

The City has numerous water lines and sanitary sewer lines currently located beneath the pavement throughout this corridor. In September 2022, City Council awarded a professional services contract to Craig & Keithline in the amount of $152,712 for the design of the required water and sewer relocations. Craig & Keithline is also performing the roadway design work for ODOT.

During the design of the water and sewer relocations and replacements, it was determined that several water lines east of Cherokee Avenue also require relocation but were not included in the original scope of services. The additional design work required for these water line relocations is $25,000. The proposed supplemental scope of services and fee are attached for consideration.

III. BUDGET IMPACT

Supplement No. 1 will increase the contract price by $25,000, resulting in a final contract price of $177,712. The proposed increase will be funded through the Water Distribution Capital Reserve Fund, which has over $400k available. Thus, there is sufficient funding to cover the proposed additional design fees.

IV. RECOMMENDED ACTION

Staff recommends approval of Supplement No. 1 with Craig and Keithline Consulting Engineers (WSB, LLC) to increase the contract amount by $25,000.

CRAIG & KEITHLINE, INC.
Consulting Engineers

REG. PROFESSIONAL ENGINEERS, OKLAHOMA
ALLEN CRAIG (1903 – 1985)
CHARLES R. KEITHLINE (1924 – 2015)
KEVIN A. KRIEWALL

6940 SOUTH UTICA AVENUE
TULSA OKLAHOMA 74136
TELEPHONE No: 918 / 743-6611
FAX No: 918 / 743-6680

September 21, 2026

Request for Supplemental No. 1: City of Bartlesville – Water and Sanitary Sewer Reconstruction Along US-60 (Adams Blvd.) Between SH-123 and US-75

Craig and Keithline Consulting Engineers, Inc. (WSB, LLC) requests consideration and approval of Supplemental Agreement No. 1 to modify the original contract to account for work being amended to the original scope on the City of Bartlesville Water and Sanitary Sewer Reconstruction project. The project originally indicated the limits of waterline to begin with the crossing at Sunset Blvd on the western edge and conclude at Cherokee Ave. During the waterline alignment review meeting on May 14th, 2026, it was requested that additional waterline be replaced in association with this project. The purpose of the project is to refurbish old crossings with new lines in advance of the pavement rehabilitation project.

The additions to the project scope are as follows:

- A crossing waterline at Delaware Ave., Length approximately 100ft
- An east-west line from Shawnee Ave to Wyandotte Ave., Length approximately 350ft
- An east-west line from Choctaw Ave. to Quapaw Ave., Length approximately 1100ft
- A crossing waterline at Creek Ave., Length approximately 100ft
- A crossing waterline at Quapaw Ave., Length approximately 100ft
- A crossing waterline at Lynnwood Court., Length approximately 100ft
- A crossing waterline at Kenwood Street., Length approximately 100ft

This supplemental request is to add the aforementioned 1,950 linear feet of waterline design and update the fee and rates associated with this contract.

The proposed fee for Supplemental No. 1 will be a lump sum in the amount of $25,000, to bring the total cost for design of the Water and Sewer Reconstruction to $177,712

Original Contract Value:	$152,712
Supplemental Agreement 1 Value:	$25,000
New Total Contract Value:	$177,712

The WSB team is grateful to have the opportunity to support the City of Bartlesville with this project, and looks forward to submitting final design plans. For any inquiries regarding this Supplemental, please contact Laine at 918.671.5151 or lpeitzmeier@wsbeng.com

Sincerely,

Laine Peitzmeier

Laine Peitzmeier, PE
WSB

Mayor James S. Curd Date

Attest Date

Agenda Item 7.d.ii.
September 22, 2026
Prepared by Terry Lauritsen
Water Utilities Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service contract with S2 Engineering for the Caney River Intake Gate Replacement Project

Attachments:
Professional Service Agreement - S2 Engineering

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

One of the capital projects approved this fiscal year through the Water Plant Capital Reserve Fund is the replacement of the intake slide gates at the Caney River Pump Station. The pump station serves as one of the City's primary raw water sources for drinking water.

Water flow from the river into the pump station is controlled by two slide gates located inside the station at different elevations within the river. The existing gates are more than 60 years old and have become inoperable due to corrosion and deterioration. The intake gates are necessary to shut off the flow of water into the station so that annual maintenance activities can be safely performed within the wet well.

Due to S2 Engineering's familiarity with the facility and technical expertise, staff requested a proposal from the firm to prepare construction drawings, assist with bidding and construction administration for the replacement of the intake gates and provide assistance with any permitting activities that may be required. S2 Engineering was part of the design team for the pump retrofit and motor control upgrades completed at the station in 2022.

A total of $300,000 has been budgeted for the design and construction of this project. The proposed engineering services for design, bidding, and construction administration are $24,600, as outlined in the attached proposal. Although a permit is not anticipated to be required, if the project does require permitting through the U.S. Army Corps of Engineers, an additional $4,100 would be associated with that task.

III. BUDGET IMPACT

$300,000 is the total available budget for the project. The proposed engineering services, up to $28,700, is consistent with design and construction administration activities of this complexity and within the available budget of the project.

IV. RECOMMENDED ACTION

Staff recommends approval of contract with S2 Engineering for the Caney River Intake Gate Replacement Project for up to $28,700.

PROFESSIONAL SERVICES AGREEMENT

PARTIES TO THE AGREEMENT:	**CLIENT** City of Bartlesville Attention: Terry L. Lauritsen P.E. Water Utilities Director 401 S. Johnstone Ave. Bartlesville, OK 74003	**CONSULTANT** S2 Engineering, PLLC 8566 E. 101st Street, Suite D Tulsa, OK 74133 Mailing Address: P.O. 2347, Broken Arrow, OK 74013
PROJECT DESCRIPTION:	Caney River Raw Water Intake Gate Replacement Bartlesville, Oklahoma	
SCOPE OF SERVICES:	See Attachment A for detailed scope items.	
SCHEDULE:	See Attachment A	
COMPENSATION:	See Attachment A for Lump Sum Fee Breakdown Total Lump Sum Fee (Tasks A, B and C): $24,600 Total Lump Sum Fee (Task D): $4,100	
ATTACHMENTS:	Attachment A	

SCHEDULE OF PAYMENTS: S2 Engineering, PLLC shall be paid monthly based on invoices submitted. Invoices are due within 30 days of submittal unless mutually agreed in writing.

EXECUTION: Execution of this document by duly authorized representatives of S2 Engineering, PLLC and Client, including S2 Engineering, PLLC's Standard Conditions and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither party shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CLIENT:		**CONSULTANT:**	**S2 ENGINEERING, PLLC**
BY:		**BY:**	Srini Sundaramoorthy, P.E.
SIGNATURE:		**SIGNATURE:**	Srini Sundaramoorthy Digitally signed by: Srini Sundaramoorthy Date: 2026.09.21 10:57:29 -05'00'
TITLE:		**TITLE:**	Principal
DATE:		**DATE:**	09/21/2026

S2 ENGINEERING, PLLC - STANDARD CONDITIONS

1. **SERVICES.** S2 Engineering, PLLC (S2E) shall provide professional services in accordance with the agreed upon scope of work.

2. **EXECUTION.** This Agreement becomes effective upon signatures by authorized representatives of the Client and S2 Engineering, PLLC, and upon receipt by S2E of a signed original or electronic transmittal. If electronic transmittal is initially sent to S2E Client will provide S2E with a signed original for record as soon as practicable.

3. **INITIATION.** S2 Engineering, PLLC. is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.

4. **COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This contract may be terminated by the Client and/or S2 Engineering, PLLC upon 10 days written notice. In the event of such termination, S2E will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of termination together with all costs arising out of such termination.

5. **STANDARD OF CARE.** Services provided by S2 Engineering, PLLC under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. S2 Engineering, PLLC makes no warranty or guaranty, either express or implied.

6. **INDEPENDENT CONSULTANT.** S2 Engineering, PLLC is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client.

7. **COMPLIANCE WITH LAWS**. S2 Engineering, PLLC will endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.

8. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, S2 Engineering, PLLC shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by S2 Engineering, PLLC in connection therewith and, in addition, the reasonable value of S2 Engineering, PLLC's time and expenses spent in connection with such collection action.

9. **OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of S2 Engineering, PLLC. S2 Engineering, PLLC will retain all common law, statutory, and other reserved rights, including the copyright thereto. S2 Engineering, PLLC shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to S2 Engineering, PLLC.

10. **SITE VISITS/OBSERVATION.** If included in the Scope of Work, S2 Engineering, PLLC shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by S2 Engineering, PLLC as part of services during construction under Agreement shall not make S2 Engineering, PLLC responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make S2 Engineering, PLLC. responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

12. **INSURANCE.** S2 Engineering, PLLC will maintain the following levels of insurance during the term of this Agreement. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

    a. Worker's Compensation (and Employer's Liability Insurance) — as required by applicable state statute.
    b. Commercial General Liability — $1,000,000 per occurrence for bodily injury, including death and property damage, and $1,000,000 in the aggregate.
    c. Automobile Liability — minimum of $250,000 combined single limit for bodily injury and property damage.
    d. Professional Liability (E&O) — $1,000,000 each claim and in the aggregate.

13. **INDEMNIFICATION/HOLD HARMLESS.** S2 Engineering, PLLC shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by S2 Engineering, PLLC's negligent acts, errors, or omissions in services provided pursuant to this Agreement. Provided, however, that if any such liability, settlements, loss, or costs result from the concurrent negligence of S2 Engineering, PLLC and the Client, this indemnification applies only to the extent of the negligence of S2 Engineering, PLLC.

14. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the Client and S2 Engineering, PLLC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of S2 Engineering, PLLC, and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of S2 Engineering, PLLC and its subconsultants to all those named shall not exceed $50,000 or the amount of S2 Engineering, PLLC's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

15. **DISPUTES.** Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of Oklahoma. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.

16. **ATTORNEY FEES**. Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

ATTACHMENT A - SCOPE OF WORK
CANEY RIVER RAW WATER INTAKE GATE REPLACEMENT
BARTLESVILLE, OK

I. BACKGROUND

City of Bartlesville (City or Bartlesville) owns and operates the Caney River Raw Water Intake structure originally constructed during 1940s. This structure has two intake sluice gates and are now in poor conditions. Bartlesville desires to replace these gates and requested S2 Engineering PLLC (S2E) for professional services for this work. The project scope of work is more fully discussed below.

II. SCOPE OF WORK

The scope of the project includes the following distinctive tasks:

- **A. Preparation of Bidding Documents**
- **B. Bidding Phase**
- **C. Construction Phase**
- **D. USACOE 404 Permit**

A. Preparation of Bidding Documents. In this task, S2E will prepare the bidding documents suitable for soliciting public competitive bids, and will include the following task elements:

1. **Project Management.** This task involves project setup, overall project accounting and management, project deliverable quality control, and general coordination.
2. **Data Collection.** S2E will gather and review all available record drawings for the existing intake provided by City, and extract information for use.
3. **Site Visit.** S2E will conduct a site visit with City staff for visual observation and documenting through photographs existing conditions.
4. **Drawings.** S2E will utilize record drawings and information gathered from the site visit to prepare sketches and drawings (2 to 3 sheets) depicting the existing conditions and the proposed removal and replacement of the existing sluice gates/frames, bar screens and the manual floor stand operator.
5. **Technical Specifications**. S2E will prepare the technical specifications for sluice gates as well as the proposed work.
6. **Front End Documents.** City will provide Bartlesville's front end documents in Word file format for use. S2E will prepare the front end documents suitable for project competitive bidding.
7. **State Agency Approval.** The proposed work is considered maintenance in nature with replacement of existing units of the same size, and therefore, ODEQ permit to construct is not necessary and is not included in the basic scope of work. Project funding is local and therefore, OWRB approval or coordination is not required.
8. **USACOE Permit.** S2E will coordinate with the US Army Corps of Engineers (USACOE) to determine a) whether the proposed work qualifies for "exemption" from the 404-permit requirements or b) whether a nationwide permit (NWP 3) will be required. NWP 3 covers the repair, rehabilitation, or

replacement of previously authorized structures or fills. If the USACOE determines that an NWP 3 is required, S2E will assist Bartlesville under Task D described later.

9. **Deliverables.** S2E will submit 70% level preliminary documents in electronic format for City's review, incorporate revisions resulting from the review and submit a final electronic copy for city's use. .

B. Bidding Phase. Bartlesville will have the primary responsibility for the bidding phase including advertising for bids, distributing bid documents to prospective bidders, pre-bid meeting, sending out addenda, and bid opening. S2E will assist Bartlesville as follows:

1. Assist City in the preparation advertisement for bids, and responses to bidder's questions and addenda.
2. Provide potential contractor list for City use.
3. Attend pre-bid meeting as requested by City.
4. Review bid tabulation and evaluate bidder's proposals and assist in the bid award recommendations.

C. Construction Phase. Bartlesville will have the primary responsibility for the day to day monitoring of construction phase work. S2E will assist Bartlesville as follows:

1. Attend pre-construction meeting as requested by City.
2. Review contractor submittals as requested by City. Assist City in responding to contractor's RFI's and field change requests.
3. Review contractor payment applications as requested by City.
4. Assist City during the final inspection and contractor work acceptance.

D. USACOE 404 Permit. If an NWP 3 is required, S2E will coordinate with the USACOE and assist Bartlesville in the NWP 3 permit requests, preparation of the preconstruction notification, and coordination with ODEQ on 401 water quality review.

III. PAYMENTS FOR SERVICES AND EXPENSES OF THE ENGINEER

A. Engineering Services: For the basic services outlined above, City will pay the Engineer the following lump sum:

Task A- Preparation of Bidding Documents	$17,900
Task B- Bidding Phase	2,900
Task C- Construction Phase	3,800
Total Lump Sum (Tasks A, B and C)	$24,600
Task D- USACOE 404 Permit (If Required) Lump Sum	$4,100

Agenda Item 7.d.iii.
September 22, 2026
Prepared by Terry Lauritsen
Water Utilities Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of Change Order No. 1 from Civil Builders, LLC for the Water Treatment Plant Polymer Blending Skid Replacement.

Attachments:
Change Order No. 1

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

This project consists of replacing two polymer blending pumps/mixer skids. These units are used to dose coagulant into the filtration process and into the return water stream that flows back to the head of the plant during filter backwash operations. Funding for the project is from the Water Plant Capital Reserve Fund.

On March 2, 2026, the City Council awarded a contract to Civil Builders, LLC for the replacement project in the amount of $206,000. Both polymer blending skids have been installed; however, an issue was identified during commissioning of the filter aid skid.

During low-flow conditions, the specified pump was unable to throttle down sufficiently, resulting in the potential to overfeed coagulant. This would result in unnecessary chemical usage and could potentially create other treatment process issues.

The project specifications called for a progressive cavity-style pump with a specified maximum output; however, no minimum flow rate was specified. The pump supplied by the contractor met the requirements of the specifications. Following the identification of the low-flow issue, City staff requested a different pump configuration that would maintain the required maximum output while providing significantly improved low-flow control.

A peristaltic pump was selected as the preferred alternative due to its improved ability to operate at low flow rates while maintaining the required maximum output. The proposed change will increase the contract amount by $16,302.55, bringing the final contract price to $222,302.55.

III. BUDGET IMPACT

Change Order No. 1 will increase the contract price by $16,302.55, resulting in a final contract price of $222,302.55. The proposed increase will be funded through the Water Plant Capital Reserve Fund, which has realized $20,400 in savings from other capital projects approved during the current fiscal year. These savings provide sufficient funding to cover the proposed change order.

IV. RECOMMENDED ACTION

Staff recommends approval of Change Order No. 1 with Civil Builders, LLC to increase the contract amount by $16,302.55.

city of bartlesville
CONNECTED/CREATIVE/VIBRANT

CHANGE ORDER

Project Name Water Treatment Plant Polymer Blending Skid Replacement

Owner City of Bartlesville **Contractor** Civil Builders, LLC

Change Order Number 1 **Original Contract Date** March 2nd, 2026

The Contract is changed as follows:

Replace the progressive cavity pump approved and supplied for the filter aide skid with a peristaltic pump including all the installation, hardware, calibrations, O&M documentation and commissioning.

The Original Contract Sum was:	$206,000.00
Net amount of previous change orders	$0
The Contract Sum prior to this Change Order was	$206,000.00
Total amount of this Change Order	$16,302.55
The new Contract Sum including this Change Order will be	$222,302.55
The Contract Time will be changed by the following number of days	30 Days

Civil Builders, LLC	City of Bartlesville
Contractor	Owner
Signature	Signature
Printed Name and Title	James S. Curd, Mayor Printed Name and Title
Sept 17 2026	
Date	Date

Change Order Breakdown

	Project Name	WTP Polymer Blending Skid Replacement Bartlesville Ok				Description				Replace pump with different HP						9/8/2026
	Civil Builders, LLC	[redacted]				Requested By				Terry Lauritsen						
	Material					Labor				Equipment						Total
	Description	UOM	Qty	Unit Cost	Total		Man Hours	Cost Per Hour	Total	Description	UOM	QTY	unit cost	Total		
	Worth Hydro	LS	1	$ 13,838.00	$ 13,838.00	Equip Operator		$ 67.30	$ -	Mini Excavator	Day		$ 193.00	$ -		$ 13,838.00
					$ -	Equip Operator		$ 67.30	$ -	Front End Loader	Hourly		$ 110.00	$ -		$ -
					$ -	Equip Operator		$ 56.03	$ -	Skid Steer	Day		$ 138.00	$ -		$ -
					$ -				$ -	Bulldozer	Hourly					$ -
					$ -				$ -	Compaction Equipment	Day		$ 104.00	$ -		$ -
					$ -				$ -	Dump Truck / Spoils	Hourly		$ 135.00	$ -		$ -
					$ -	Forman		$ 68.00	$ -	Water Trailer	Day		$ 145.00	$ -		$ -
					$ -	Skilled Labor		$ 56.03	$ -	Equipment Mob	Day		$ 175.00	$ -		$ -
					$ -	Superintendent		$ 72.00	$ -	Fusing machine	Day		$ 125.00	$ -		$ -
					$ -	Admin		$ 56.00	$ -					$ -		$ -
					$ -	PM		$ 93.00	$ -		"			$ -		$ -
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					$ -				$ -	Mileage	Mile		$ 0.85	$ -		
					$ -				$ -	Tool Truck / Misc Tools	Day		$ 275.00	$ -		$ -
					$ -				$ -	PER DIEM	Hourly		$ 25.25	$ -		$ -
					$ -				$ -	G L ON SUBS				$ -		

Sub-Total	$ 13,838.00
Overhead	5%
Sub-Total	$ 691.90
Profit	10%
Sub-Total	$ 1,452.99
Bonds	2.00%
Sub-Total	$ 319.66
Total	$ 16,302.55

Worth Hydrochem of Oklahoma, Inc.
P.O. Box 6447
Norman, OK 73070-6447
Phone: (405) 366-7729
Fax: (405) 366-7728
www.worthok.com

Setting the standard in Service

Water Treatment Chemicals
Membrane Treatment Chemicals
Water Filter Systems and Supplies
SCADA and Telemetry Control Systems
Chlorine Systems
Technical Field Services

September 4, 2026

Bartlesville Water Treatment Plant
c/o: Civil Builders
Bartlesville, OK

Attention: Mike Young
Myoung@CivilBuildersUS.com

Customer Reference:	Water Treatment Plant Polymer Blending Skid Replacement		
Worth OK Reference:	15684	**Worth OK Change Order:**	15684CO01-1

Worth Hydro is pleased to submit this proposal for the project referenced above. The scope of this project is for Worth Hydro to provide equipment, installation and commissioning services as summarized below:

ITEM	QTY	PROPOSAL SCOPE SUMMARY AND PRICE
01	LOT	**DULCOflex Control DFXa Peristaltic Pump** ▪ Capacity: 7.93 GPH ▪ Tube material: TPV (Santoprene) ▪ Spare Part Set Included ▪ Currently installed equipment to be retained by Worth Hydro
02	LOT	**WORTH HYDRO SERVICES,** including: ▪ Site Preparation ▪ Equipment Specification and Procurement ▪ Installation Hardware ▪ Equipment Installation ▪ Equipment Calibrations ▪ Equipment Commissioning ▪ Site Restoration

SUBTOTAL:	**$**	**18,238.00**
EQUIPMENT RETURN CREDIT:	**$**	**-4,400.00**
TOTAL PROPOSAL PRICRE:	**$**	**13,838.00**

NOTES AND CLARIFICATIONS:

1. Proposal is valid for 60 days.
2. Prices do not include taxes.

Thank you again for this opportunity. We trust this proposal meets your requirements and approvals. If this proposal is accepted as presented, please sign below and return to Worth Hydro:

Accepted: _____ **Date:** _____

Best regards,
Cody Hines
Worth Hydrochem of Oklahoma, Inc

Email: chines@worthok.com

Agenda Item 7.d.iv.
10/05/2026
Prepared by Mike Richardson. Airport Director
Bartlesville Municipal Airport

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Gary Long to lease approximately 1,000sq. ft. of hangar space with-in Hangar 8 for aircraft storage and aeronautical activity at the Bartlesville Municipal Airport.

Attachment:

1-Lease Agreement between Gary Long and the City of Bartlesville.

II. STAFF COMMENTS AND ANALYSIS

Lease rate of $205.40 monthly.

III. BUDGET IMPACT

Revenue: $2,464.80 annually.

IV. RECOMMENDED ACTION

Staff recommends entering into the lease agreement with Gary Long.

AIRPORT HANGAR LEASE AGREEMENT FOR THE BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport ("Agreement") is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as "**City**" or "**Lessor**", and Gary Long, hereinafter referred to as "**Lessee**". The Lessor and Lessee may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

R E C I T A L S:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the "Airport" or "Property"); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

W I T N E S S E T H:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

SEE EXHIBIT "A" attached hereto and incorporated herein by this reference (the "Leased Premises").

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 1st day of October, 2026, and ending on the 31st day of October, 2026, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Two Hundred Five and .40/100 Dollars ($205.40) per calendar month. The rent shall increase in 7 months, and then annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

10/01/2026--04/30/2027	(6 months)	$205.40/per month
05/01/2027--04/30/2028	(12 months)	$205.40 rent + CPI-U Percentage Increase from 2025 = monthly rent

All such payments shall be made to Lessor, at the following address:

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

An invoice will be sent to Lessee on the 1st business day of the month, to be payable by the last business day of the current month to Lessor at the address listed herein above. Lessor agrees that any adjustment to rent shall be made only after giving at least 60 days advance notice to Lessee.

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

8. Indemnification. **LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD LESSOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, PARTNERS AND CO-VENTURERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, FINES, PENALTIES, DAMAGES, LOSSES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF LITIGATION AND/OR INVESTIGATION), AND LIABILITIES, OF EVERY KIND, INCLUDING WITHOUT LIMITATION THOSE RELATING TO INJURY TO OR DEATH OF ANY PERSONS OR LOSS OR DAMAGE TO ANY PROPERTY, ARISING OUT OF, RESULTING FROM OR CONNECTED DIRECTLY OR INDIRECTLY WITH THE LEASE GRANTED HEREUNDER OR THE EXERCISE OF ANY OF LESSEE'S RIGHTS HEREUNDER, INCLUDING WITHOUT LIMITATION LESSEE, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR REPRESENTATIVES USE OR PRESENCE ON THE LEASED PREMISES OR PROPERTY OR THEIR FAILURE TO COMPLY WITH ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.**

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence**.

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

20. Improvements, Alterations and Signage. Lessee shall not repaint, redecorate, or construct any improvement, alteration or sign(s) upon any portion of the Leased Premises without the advance written consent and approval of the Lessor, and any such work shall be done at Lessee's own expense. All alterations, additions, improvements and signs ("Lessee's Improvements") installed at the expense of Lessee shall remain the property of Lessee and may be removed from the Leased Premises by Lessee at any time prior to or within thirty (30) days following termination of this Lease; provided, however, that any part of Lessee's Improvements that are permanently affixed or cannot be removed without irreparable damage and any walls erected by Lessee or flooring materials placed on the Leased Premises by Lessee shall become the property of Lessor upon termination of this Lease. Lessee shall repair or cause to be repaired any damage to the Building and Leased Premises caused by such removal. Upon termination or expiration of the Term of this Lease, Lessee may at its election abandon in place any of Lessee's Improvements. Any of Lessee's Improvements that are not removed by Lessee within thirty (30) days after this Lease terminates or expires shall be deemed to have been abandoned by Lessee and shall become the property of Lessor. All alterations, improvements, additions and repairs made by Lessee shall be made in good and workmanlike manner.

21. Surrender. Lessee agrees that at the termination of this Agreement, all property in and upon the Leased Premises shall be returned to Lessor in at least as good condition as when first occupied by Lessee, excepting ordinary wear and tear and extraordinary loss by fire, wind, or accident not under the control of the Lessee or Lessee's employees. Lessee further agrees to keep premises in good repair at Lessee's own expense.

22. Risk of Loss. Should any extraordinary loss, injury, damage or delay of any nature whatsoever resulting therefrom, caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Lessor's control, Lessor is under no obligation to repair or replace said property nor shall Lessor be liable for any loss or damage to property belonging to Lessee or any other person, firm or organization.

23. Notices. Any notice which may be given by any Party to any other Party or entity hereunder shall be deemed to have been properly given if sent in writing by first class mail or by electronic means as follows:

Lessor: City of Bartlesville
Attn: Jason Muninger
401 S. Johnstone Ave.
Bartlesville, OK 74003
Facsimile: (918) 338-4229

Lessee: Gary Long
216 Sagebrush Dr.
Bartlesville, OK. 74006

N5499W

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____ Date: _____
Name: _____
Title: Mayor, City of Bartlesville

ATTEST:

_____
City Clerk
APPROVED AS TO FORM AND CONTENT:

_____
City Attorney

LESSEE:

By: Daryl Long Date: 9/9/26
Print Name: Daryl Long
Title: _____

Exhibit "A"
(Description of Leased Premises)

Approx 1000 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

Agenda Item 7.d.v.
10/05/2026
Prepared by Mike Richardson. Airport Director
Bartlesville Municipal Airport

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Blake Gerard to lease T-Hangar 4-A for aircraft storage and aeronautical activity at the Bartlesville Municipal Airport.

Attachment:

1-Lease Agreement between Blake Gerard and the City of Bartlesville.

II. STAFF COMMENTS AND ANALYSIS

Lease rate of $200.00 monthly.

III. BUDGET IMPACT

Revenue: $2,400 annually.

IV. RECOMMENDED ACTION

Staff recommends entering into the lease agreement with Blake Gerard.

AIRPORT HANGAR LEASE AGREEMENT FOR THE BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport ("Agreement") is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as "**City**" or "**Lessor**", and Blake Gerard, hereinafter referred to as "**Lessee**". The Lessor and Lessee may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

R E C I T A L S:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the "Airport" or "Property"); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

W I T N E S S E T H:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

SEE EXHIBIT "A" attached hereto and incorporated herein by this reference (the "Leased Premises").

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 1st day October, 2026, and ending on the 31st day of October, 2026, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Two Hundred and NO/100 Dollars ($200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

10/1/2026-04/30/2027	(7 months)	$200.00/per month
05/01/2027-04/30/2028	(12 months)	$200.00 rent + CPI-U Percentage Increase from 2026 = monthly rent

All such payments shall be made to Lessor, at the following address:

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

An invoice will be sent to Lessee on the 1st business day of the month, to be payable by the last business day of the current month to Lessor at the address listed herein above. Lessor agrees that any adjustment to rent shall be made only after giving at least 60 days advance notice to Lessee.

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

8. Indemnification. **LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD LESSOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, PARTNERS AND CO-VENTURERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, FINES, PENALTIES, DAMAGES, LOSSES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF LITIGATION AND/OR INVESTIGATION), AND LIABILITIES, OF EVERY KIND, INCLUDING WITHOUT LIMITATION THOSE RELATING TO INJURY TO OR DEATH OF ANY PERSONS OR LOSS OR DAMAGE TO ANY PROPERTY, ARISING OUT OF, RESULTING FROM OR CONNECTED DIRECTLY OR INDIRECTLY WITH THE LEASE GRANTED HEREUNDER OR THE EXERCISE OF ANY OF LESSEE'S RIGHTS HEREUNDER, INCLUDING WITHOUT LIMITATION LESSEE, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR REPRESENTATIVES USE OR PRESENCE ON THE LEASED PREMISES OR PROPERTY OR THEIR FAILURE TO COMPLY WITH ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.**

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence**.

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

20. Improvements, Alterations and Signage. Lessee shall not repaint, redecorate, or construct any improvement, alteration or sign(s) upon any portion of the Leased Premises without the advance written consent and approval of the Lessor, and any such work shall be done at Lessee's own expense. All alterations, additions, improvements and signs ("Lessee's Improvements") installed at the expense of Lessee shall remain the property of Lessee and may be removed from the Leased Premises by Lessee at any time prior to or within thirty (30) days following termination of this Lease; provided, however, that any part of Lessee's Improvements that are permanently affixed or cannot be removed without irreparable damage and any walls erected by Lessee or flooring materials placed on the Leased Premises by Lessee shall become the property of Lessor upon termination of this Lease. Lessee shall repair or cause to be repaired any damage to the Building and Leased Premises caused by such removal. Upon termination or expiration of the Term of this Lease, Lessee may at its election abandon in place any of Lessee's Improvements. Any of Lessee's Improvements that are not removed by Lessee within thirty (30) days after this Lease terminates or expires shall be deemed to have been abandoned by Lessee and shall become the property of Lessor. All alterations, improvements, additions and repairs made by Lessee shall be made in good and workmanlike manner.

21. Surrender. Lessee agrees that at the termination of this Agreement, all property in and upon the Leased Premises shall be returned to Lessor in at least as good condition as when first occupied by Lessee, excepting ordinary wear and tear and extraordinary loss by fire, wind, or accident not under the control of the Lessee or Lessee's employees. Lessee further agrees to keep premises in good repair at Lessee's own expense.

22. Risk of Loss. Should any extraordinary loss, injury, damage or delay of any nature whatsoever resulting therefrom, caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Lessor's control, Lessor is under no obligation to repair or replace said property nor shall Lessor be liable for any loss or damage to property belonging to Lessee or any other person, firm or organization.

23. Notices. Any notice which may be given by any Party to any other Party or entity hereunder shall be deemed to have been properly given if sent in writing by first class mail or by electronic means as follows:

Lessor: City of Bartlesville
Attn: Jason Muninger
401 S. Johnstone Ave.
Bartlesville, OK 74003
Facsimile: (918) 338-4229

Lessee: Blake Gerard
14700 S. 4070 RD
Oologah, OK 74053

N565Q

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____ Date: _____
Name: _____
Title: Mayor, City of Bartlesville

ATTEST:

_____
City Clerk
APPROVED AS TO FORM AND CONTENT:

_____
City Attorney

LESSEE:



By: _____ Date: 10/1/26
Print Name: Blake Gilmore
Title: _____

Exhibit "A"
(Description of Leased Premises)

Hangar/T-Hangar 4-A located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

Agenda Item 7.d.vi.
October 5, 2026
Prepared by Captain Warren Morrow
Police Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve an interlocal agreement between the City of Bartlesville and Washington County for the Next Generation 911 (NG911) geographic data update to Version 3.0.

Attachments:

Interlocal Agreement between the City of Bartlesville and Washington County

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has been awarded a $35,686 grant for two NG911 improvements. The $19,279 portion designated for the geographic data update will fund professional services from DATAMARK to bring the data to Version 3.0, as required by the State. Under the proposed interlocal agreement, Washington County will contract with DATAMARK and pay the upfront cost. The County will then invoice the City, and the City will reimburse the County using the grant funds. Both the City Council and the Washington County Board of Commissioners must approve the agreement. The remaining $16,407 of the grant is designated for the fifth 911 Center console workstation.

III. RECOMMENDED ACTION

Staff recommends that the City Council review and approve the interlocal agreement with Washington County for the NG911 geographic data update to Version 3.0.

INTERLOCAL AGREEMENT

THIS AGREEMENT, effective on the date of the last approving signature below, is made this 28th day of SEPTEMBER, 2026 by and between the Washington County, Oklahoma Board of Commissioners, hereinafter called "County" and the Bartlesville, Oklahoma City Council, hereinafter called "City".

WITNESSETH:

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

WHEREAS, County and City both desire to jointly advance the 911 communication system addressing component to meet Oklahoma State Next Generation 911 requirements, in compliance with the State of Oklahoma's Addressing Standards and Specifications, Version 3.0; and

WHEREAS, this project will be mutually advantageous to both units of government as it will ensure compliance with State regulations, update and maintain the 911 addressing system, and ensure addressing is consistent with National 911 standards.

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

1. County agrees contract with DATAMARK to provide professional services as required by the State of Oklahoma 911 Management Authority to update, modify and correct the 911 data for the whole of Washington County to meet the Oklahoma Next Generation 911 GIS Version 3.0 Standards, at a cost not to exceed $19,279. Further, County agrees to provide initial funding for this project in its entirety, with reimbursement from the City as follows.
2. City agrees to reimburse County for said cost once grant reimbursement from the State of Oklahoma through the FY 27 One-Time Payment (POP) Grant funding has been received and processed by the City.
3. Each party, to the extent allowed by law, agrees to hold the other harmless from all claims, damages, injuries, or liability which might arise or result from the performance of this Agreement.
4. Neither party shall assign its rights, duties, or obligations of or arising from this agreement without the express written consent of the other.

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

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

Dated this 28th day of September, 2026

BOARD OF COUNTY COMMISSIONERS:

Chairman

Member

Member

ATTEST:

COUNTY CLERK SEAL WASHINGTON COUNTY OKLA

9-28-26

Dated this ___ day of _____, 2026

BARTLESVILLE CITY COUNCIL:

Mayor

ATTEST:

Agenda Item 7.d.vii.
October 5, 2026
Prepared by
Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consideration and possible approval of a Lease Agreement for the Centennial Park Building, located at 211 SE Frank Phillips Boulevard, as part of the City's Incubator Program, through June 30, 2027, and authorization for the Mayor to execute the agreement.

Background:

The City of Bartlesville owns the Centennial Park Building located at 211 SE Frank Phillips Boulevard. The proposed Lease Agreement is with Amanda Hakola with Ragtag Resilience for use of the building as part of the City's Incubator Program.

The lease begins October 7, 2026 and terminates June 30, 2027. The agreement provides for rent of $0.00 and requires a $200 security deposit.

Under the agreement, the Lessee is responsible for utilities, maintenance, repairs, and compliance with applicable requirements. The premises are accepted in their present "as-is" condition.

II. STAFF COMMENTS AND ANALYSIS

The lease provides a short-term arrangement with Amanda Hakola with Ragtag Resilience for use of the Centennial Park Building through the City's Incubator Program. The agreement establishes the responsibilities of the Lessee for operation and care of the premises during the lease term.

Approval of the agreement will allow the incubator use to begin October 7, 2026, subject to execution of the lease and satisfaction of its requirements.

III. CONCLUSION AND RECOMMENDED ACTION

Approve the Lease Agreement with Amanda Hakola with Ragtag Resilience for the Centennial Park Building as part of the City's Incubator Program and authorize the Mayor to execute the agreement on behalf of the City of Bartlesville.

CENTENNIAL PARK BUILDING

LEASE AGREEMENT

THIS AGREEMENT is made this 5th day of October, 2026 between City of Bartlesville, a Municipal Corporation, as “Lessor” and Amanda Hakola with Ragtag Resilience an Oklahoma Organization as “Lessee”.

WITNESSETH: For and in consideration of the mutual covenants herein contained, Lessee and Lessor agree as follows:

1. **LOCATION**. Lessor leases to Lessee and Lessee leases from Lessor the building at Centennial Park located at 211 SE Frank Phillips Boulevard, City of Bartlesville, Washington County, Oklahoma. Such portion being hereafter referred to as the "Premises, as shown on the marked Exhibit "A" attached hereto and made a part hereof.

2. **RENT**. Lessee agrees to pay a minimum fixed rent of:
   Six-Months: $0.00

   payable in advance in yearly installments on the first day of each and every calendar year during the entire term of this Lease. Said payments shall be made without any counter-claims, set-off or deduction whatsoever to Lessor and mailed to Lessor at 401 S, Johnstone Avenue, Bartlesville OK 74003, unless the Lessor designates in writing a different mailing address.

3. **SECURITY DEPOSIT**. Lessee has deposited with Lessor the sum of two-hundred and No/100 dollars ($200.00) as security for the faithful performance and observance by Lessee of the terms, provisions, covenants, and conditions of this Lease. Lessor may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any rent or any other sum whatsoever which Lessor may expend by reason of Lessee's default of this Lease or by reason of, in Lessor's sole judgment, any repairs necessary to put the Premises in the condition in which it is to be surrendered by Lessee to Lessor as set forth in Section 22, SURRENDER OF PREMISES, of this Lease. In the event that Lessee shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this Lease, and subject to the conditions as herein provided, the security deposit shall be returned to Lessee within sixty (60) days after the expiration of this Lease or any extensions or renewals thereof and after delivery of entire possession of the Premises. The security deposit shall not be used by Lessee to replace the last month's rent.
4. **TERM**. The term of this Lease shall be for a period of six (8) months, beginning on the 7th day of October, 2026. The Lease shall terminate on June 30 of 2027

5. **TENANT'S INSTALLATION**. Except as provided for initially by Lessor, Lessee at its own expense shall provide, install, and maintain all necessary fixtures, light fixtures, floor coverings, interior painting and decorating, and other equipment required by Lessee. Lessee agrees to maintain, repair and replace, if necessary, all heating, ventilating and air conditioning equipment, including all duct work, located in the Premises at its own expense in accordance with generally accepted industry standards which shall include at least two (2) inspections by a licensed HVAC contractor, approved in writing by Lessor, per lease year and at all times comply with all local and federal codes pertaining to such equipment. Lessee shall provide Lessor with written evidence of such HVAC inspections. It is understood that all heating, ventilating and air conditioning equipment, including all duct work and thermostats, now located or hereafter installed in the demised premises is the property of Lessor, and at the expiration of this Lease the Lessee shall not have the right to remove same.

6. **SIGNS**. Lessee shall maintain a sign on the property subject to the prior written approval of Lessor.

7. **USE**. Lessee agrees to continuously operate in the premises during ordinary and regular business hours a for the purposes of retail, Lessee shall, at Lessee's sole cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations and/or requirements of all county, municipal, state, federal, and other applicable governmental authorities now in force, or which may hereinafter be in force, pertaining to the Premises and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereinafter be in force including all rules and regulations made by Lessor in connection with the general operation and development of the center.

8. **REPAIRS**. Lessee is to keep in good repair all parts of the property, including roof, gutters, walls, buildings, and exterior doors. Repair and replacement of glass shall be the responsibility of the Lessee as well as the repair of all damage to the premises (exterior or interior) caused by improper maintenance or replacement of equipment required to be maintained or replaced by Lessee as herein provided. Lessee shall keep all electric signs, and lighting from dusk until dawn every day, including Sundays and holidays. Lessee shall be held fully responsible for any and all damages, losses, and expense in any manner incurred by Lessor for any damage caused to the facility by the acts or omissions of Lessee or its agents, representatives, contractors, and employees. All pest control, including termite control and protection, shall be the responsibility of Lessee. Lessee is to keep in good repair all of the interior portions of its Premises including all plumbing lines and fixtures, floor coverings, ceilings, hot water heaters, electrical fixtures, electrical wiring, and upon termination hereof agrees to deliver to Lessor the Premises in as good a condition as accepted hereunder with the exception of usual wear and tear. Lessee has inspected the Premises and accepts the Premises in its "as is" condition on the date hereof unless by separate written agreement or by further provision herein alterations to be made by Lessor

are specifically set forth and agreed to by both parties. In the case of utilities, Lessee's responsibility for repair shall include all meters servicing the Premises and all service lines, plumbing lines, and wiring from said meters to the Premises. If Lessee fails to promptly perform any maintenance or repair required to be performed by it under this Section and Section 5, TENANT'S INSTALLATION, Lessor may do so upon reasonable notice to Lessee, in which event Lessee shall reimburse Lessor for its cost incurred.

9. **ALTERATIONS**. Lessee, at its sole cost and expense, may alter or remodel the Premises in connection with the operation of its business, provided the structural strength of exterior appearance of the facility is not impaired and subject to Lessor's written approval. Lessee may place in the Premises such fixtures and equipment as it shall deem desirable and may remove from the premises at any time any or all equipment, fixtures, or property; provided, however, that any permanent improvements, including wall to wall carpeting, placed therein by Lessee shall become the property of the Lessor and provided that any damage caused to the Premises by the removal of any property shall be repaired by the Lessee at its sole expense. See Section 22, SURRENDER OF PREMISES.

10. **LIABILITY**. Lessor shall not be liable for any damages to the Premises of whatsoever nature unless the same results directly from Lessor's negligence. All personal property of any kind or description whatsoever in the Premises shall be at the Lessee's sole risk, and the Lessor shall not, under any condition, be liable for any damage done to, or loss of, such personal property. Lessee shall take good care of the Premises but shall not be liable for any general damage to the premises which may be caused by or arise out of ordinary usage, deterioration or casualty excepting only that damage which is directly caused by Lessee's negligence or Lessee's invitees.

11. **DEFAULT**. The following shall be defaults under this Lease:

    a. Failure by Lessee to pay any rent or other amount when due hereunder within ten (10) days after Lessee's receipt of written notice of non-payment, provided however, Lessor shall not be required to give notice of non-payment on more than two occasions during any calendar year. For each written notice of default that Lessor sends to Lessee in connection with Lessee's breach of any obligation or condition of this Lease, Lessee shall pay to Lessor, as additional rent, the sum of $50.00 (subject to increase over the term), due and payable by Lessee together with the next due installment of base rent;
    b. Failure by Lessee to perform or observe any other provision of this Lease for more than 20 days after written notice of such failure, except that Lessee shall not be in default if Lessee commences corrective action within said 20-day period and thereafter continues the same with due diligence to completion;
    c. The bankruptcy or insolvency of Lessee, or the filing by or against Lessee of a petition in bankruptcy or for reorganization or arrangement, or the appointment of

a receiver or trustee of all or a portion of Lessee's property, or Lessee's assignment for the benefit of creditors; or

d. Lessee shall abandon Premises, or if this Lease is taken under any writ of execution.

In such event, Lessor, in addition to all other rights or remedies it may have, shall have the right to immediately terminate this Lease and re-enter and take possession of the Premises, remove all persons and property from the Premises and store such property at Lessee's expense, all without notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. If Lessor so elects, it may sell such property at public auction or private sale and apply the net proceeds to the payment of all sums due to Lessor, if any, and pay the balance, if any, over to Lessee.

In the event this Lease shall terminate pursuant to the provisions herein Lessor, may, at its option, declare the entire amount remaining unpaid plus any and all cost incurred by Lessor for tenant improvements and/or any free rent concessions given by Lessor under this Lease Agreement immediately due and payable without notice to the Lessee. Lessee agrees to pay said amount in full plus any damages suffered by Lessor as a result of any breach of default of said Lease Agreement.

12. **CASUALTY**. It is agreed that in the event of fire or other destruction of the property whereby occupancy of the Premises by Lessee is not reasonably possible, Lessee shall be relieved of paying any payments due hereunder during the term necessary for the repair or rebuilding of the structures provided, however, in no event shall such term be more than six (6) months. In the event of an occurrence as herein stated, Lessor may at its option cancel this Lease and the same shall be null and void thereafter, or Lessor may notify Lessee within thirty (30) days from the occurrence of such event of its intent to repair or rebuild the structure. It is understood that the Premises as rebuilt will be substantially the same as at the beginning of the term hereof, and Lessee shall be responsible for all fixtures, equipment, and other items necessary for the maintenance of its business not incorporated as a part of the Premises pursuant to the terms hereof.

13. **PROPERTY LOSS AND LIEN CLAIMS**. All property kept, stored, or maintained in the Premises shall be so kept, stored, or maintained at the sole risk of Lessee. Lessee agrees to pay and discharge any mechanic's or material man's lien or other lien against the Premises or Landlord's interest therein claimed in respect of any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or upon the request of Lessee, provided that Lessee may contest such lien claim and provided the Lessee shall first discharge the property from such lien by furnishing and filing at its own expense, in the name of the Lessee or in the name of the Lessor as may be required, a surety bond for that purpose as authorized by Title 42 Oklahoma Statutes Annotated,§ 147.

14. **SUBORDINATION**. Lessee agrees that this Lease is and shall be subordinate to any bona fide mortgage which has been or which hereafter be placed upon the Premises, provided that any such mortgage shall give Lessee the right to remain in the premises under the terms of this Lease so long as Lessee is current in the performance of all of Lessee's

obligations notwithstanding any default on the mortgage by Lessor. Lessee agrees to execute any documents in addition to this Lease which may be required to effectuate such subordination, and failing to do so within ten (10) days after written demand, does hereby make, constitute, and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead so to do. At any time and from time to time, Lessee agrees upon request in writing from Lessor to execute, acknowledge, and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which fixed rent and other charges have been paid.

15. **LESSEE'S TAXES**. Lessee shall be liable for all taxes levied against personal property and trade fixtures placed by Lessee in or about the Premises. Lessee in this case is a governmental entity and not subject to taxes.

16. **UTILITIES**. Lessee shall, upon the execution of this Lease, have electrical utilities to the Leased premises placed in the name of Lessee and shall be solely responsible for and promptly pay all charges for electricity on, or any other utility used or consumed in the Premises.

17. **LATE CHARGE**. Lessee agrees to pay, as additional rent, a "late charge" equal to ten percent (10%) per month of the total monthly payment of rent, CAM, and other charges as herein provided when any monthly installment is paid more than ten (10) days after due date thereof. It is hereby understood that all late charges are for extra expenses incurred by the Lessor and shall not be considered interest.

18. **RIGHT OF ENTRY BY LESSOR**. Lessor may enter upon the Premises to inspect the same and to determine Lessee's compliance with the provisions of this Lease.

19. **SURRENDER OF PREMISES**. For the period of one (1) months prior to the expiration of the term of this Lease, Lessor shall have the right to display on or about the Premises the customary sign "FOR LEASE" and during such period Lessor may show the Premises and all parts thereof to prospective tenants during normal business hours. By not later than 5:00 p.m. on the last day of the term of this Lease, any renewal or extension thereof, or agreed upon holdover period, Lessee shall peaceably surrender the Premises in good order, condition, and repair, broom-clean, and reasonable wear and tear only excepted. Lessee shall, at such time and at its expense, provide Lessor with written certification from a licensed heating and air conditioning contractor, approved in writing by Lessor, that all HVAC equipment is in good operating condition and that no exceptions to such condition exist including weather conditions and temperature. Lessee shall, at its expense, remove its trade fixtures (not including floor covering and lighting fixtures and equipment) and signs from the Premises and any property not removed shall be deemed abandoned unless Lessor specifically requires such removal. All permanent improvements such as partitions, etc., shall remain the property of Lessor unless Lessor specifically requests such improvements

to be removed. All damage caused by any removal of any kind shall be repaired by and at Lessee's expense. All damage other than normal wear and tear to floor, walls, ceiling, light fixtures, plumbing and electrical systems shall be repaired by and at Lessee's expense. Lessee shall indemnify Lessor against loss, liability, or expense resulting from delay by Lessee in surrendering the Premises, or failure to leave the Premises in the condition required hereunder including but not limited to claims made by any succeeding Lessee founded on such delay.

20. **NOTICES**. Any notice required or permitted by this Lease to be given shall be deemed to have been given if deposited in any U.S. Post Office with postage for certified mail prepaid, and addressed as follows:

To Lessee: _____

_____

_____

To Lessor:

CITY OF BARTLESVILLE

401 Johnstone Ave.

Bartlesville, Oklahoma 74003

21. **MISCELLANEOUS**. Notwithstanding anything contained in the Lease to the contrary, Lessee shall lease and accept the Premises pursuant to this Lease, in its present "as-is" condition, with all faults, and acknowledges that Lessor has not made any representations or warranties regarding the condition, state of repair, fitness or merchantability of the Premises or any component part thereof. Lessee further acknowledges that Lessor has not agreed to make any repairs, improvements, alterations or betterments to the Premises as a condition to or in connection with the Lease. Without limitation, Lessor has not made any representations, warranties or agreements with Lessee, with respect to any of the fixtures, furniture, equipment and other tangible personal property presently located within the Premises, which Lessee has acquired from Lessor. Lessor shall have no liability or obligation whatsoever unto Lessee resulting from the removal of any of such fixtures, furniture, equipment and other tangible personal property from the Premises.

This agreement comprises the full understanding between the parties, and no modification of the terms hereof shall be binding on either party unless reduced to writing and signed by both parties hereto. All provisions hereof shall be binding and inure to the benefit of the heirs, trustees, legal representatives, successors and assigns of both parties. Lessee does not have the right to assign its interest hereunder or to sublet the Premises without prior written approval of Lessor.

IN WITNESS WHEREOF, the Lessor and Lessee have duly executed and affixed their hands and seals to this Lease on the day and year hereinabove first written.

CITY OF BARTLESVILLE,
a Municipal Corporation

BY:_____

Mayor-"Lessor"

Attest:

_____

City Clerk

_____

BY:_____

"Lessee"

Approved as to form:

_____

City Attorney

Agenda Item 7.d.viii.
October 5, 2026
Prepared by Chuck Collins
Engineering Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a design contract with Kimley-Horn & Associates, Inc. for engineering design for rehabilitation of two different concrete streets included in the 2026A issuance of the 2023 General Obligation Bond.

Attachments:
Kimley-Horn contract with scope of work and fees

II. STAFF COMMENTS AND ANALYSIS

The 2026A issuance of the 2023 General Obligation Bond (GO Bond) included concrete street rehabilitation projects on two different streets. The streets included are Southeast Greystone Avenue from Rolling Meadows to Adams Boulevard, and Northwest Lahoma Drive from Spring to Palmetto. Staff has chosen to design, bid and construct these projects as one larger concrete street rehabilitation package. All projects were identified as priority projects. Each project consists of replacing 80% to 90% of the concrete panels within the project limits. Minor amounts of curb and gutter will be replaced as needed.

Staff has negotiated a contract with Kimley-Horn & Associates, Inc. (Kimley-Horn) for engineering design services on this project. The scope of work includes production of construction documents and bidding services. We have worked with Kimley-Horn on street rehabilitation projects included in previous bond issuances, the City contracted with them for design services on the Oakdale, Wilshire, Waverly, and Highland rehabilitation projects.

III. BUDGET IMPACT

The approved budgets for the projects are as follows:

SE Greystone Ave. (Rolling Meadows to Adams)	$300,000
NW Lahoma Dr. (Spring to Palmetto)	$700,000

The total budget for the project is $1,000,000. Design services were factored into the budgets to use if necessary. Kimley-Horn's proposal of $44,000.00 is 4.4% of the total budget for the project which is excellent. The only impact to the budget will be utilizing funding set aside specifically for these projects as part of the 2026 issuance of the 2023 G.O. Bond.

IV. RECOMMENDED ACTION

Staff recommends awarding the design contract for the 2026 GO Bond Concrete Street Rehabilitation project to Kimley-Horn & Associates, Inc. in the amount of $44,000.00.

Kimley»Horn

September 11, 2026

Micah Siemers, P.E., CFM
Director of Engineering
City of Bartlesville
401 S Johnstone Ave
Bartlesville, OK 74003

Re: Letter Agreement for Professional Services for
Residential Streets Concrete Panel Replacement (2026)
Bartlesville, Oklahoma

Dear Mr. Micah Siemers:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to the City of Bartlesville ("Client" or "OWNER") for providing construction documents for repairs to various residential streets within the City of Bartlesville ("Project").

Project Understanding

The Consultant understands that the OWNER has retained the Consultant in order to prepare Construction Documents for repairs to various residential streets within the City of Bartlesville. Work shall consist of the following: preparation of AutoCAD base map/drawing using Airworks (digitized survey linework, provided by the Consultant) and GIS data (provided by the OWNER); identification of potential improvements (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, and adjusting manholes and valves boxes to grade) for replacement and/or rehabilitation; and preparation of construction documents.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

The project consists of repairs to the following residential streets: Southeast Greystone Avenue from Southeast Rolling Meadows Road to Southeast Adams Boulevard; Northwest Lahoma Drive from Northwest Spring Road to Northwest Palmetto Drive; referencing current City of Bartlesville specifications, ODOT specifications and MUTCD requirements.

Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks:

DIGITIZED SURVEY (TASK 1): The Consultant will utilize Airworks digitized aerial survey linework, provided by a subconsultant, as the basis for preparing the AutoCAD base map drawing for construction plans. The scope of this task includes the costs for ordering digitized aerial survey linework for approximately 3820 LF of existing pavement for the Project.

CONSTRUCTION DOCUMENTS (TASK 2): The Consultant shall prepare construction documents as stated below:

- PRELIMINARY PLANS (90%):
    - Incorporate GIS data provided by the OWNER into AutoCAD base map.
    - Incorporate miscellaneous details (used in previous City of Bartlesville concrete panel replacement projects) provided by the OWNER into the plan sets.
    - Perform virtual office investigation followed by a field investigation to verify, identify, delineate and quantify elements (i.e. concrete pavement panels (full panel), curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valves boxes to grade) perceived by the Consultant to require replacement and/or rehabilitation.
    - Prepare preliminary drawings for the proposed construction plan set, which will include:
        - Title Sheet
        - Typical Section(s)
        - Pay Items and Notes Sheet
        - Sheet Key Map
        - Paving Repair Plan Sheets (delineating and quantifying proposed elements for replacement and/or rehabilitation)
        - Miscellaneous Details
    - Submit a half-size (11” x 17”) PDF of preliminary plans for review by the OWNER.
    - Submit an opinion of probable construction cost in PDF format.
    - Attend one (1) review meeting responding to one (1) round of comments, if necessary.

- FINAL PLANS (100%):
    - Incorporate preliminary plan review comments and finalize the construction documents for the final design phase of the project.
    - Prepare bid document quantities, in Excel format, in units compatible with OWNER requirements.
    - Prepare one (1) signed/sealed unbound set of half-size (11” x 17”) drawings on bond paper, a PDF copy of the plans, and one (1) set of final drawings on electronic media (AutoCAD 2020 or newer), one (1) set of special construction specifications, if needed, in PDF format, and the final opinion of probable construction cost in PDF format.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

CONSTRUCTION ASSISTANCE PHASE: This phase is considered an additional service not included in the Scope of Services and will be negotiated with the Consultant upon the request of the Owner.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- GIS data containing existing City utilities, right-of-way and lot lines, and street addresses, if available.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Digitized Survey	$1,000.00	Lump Sum
2	Construction Documents	$43,000.00	Lump Sum
	Total	**$44,000.00**	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to The City of Bartlesville.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Printed Name: Cody Shadbolt P.E.

Title: Project Manager



Printed Name: Rusty Akerman, P.E.

Title: Contract Specialist

CITY OF BARTLESVILLE

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities**. In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all standards of development, design, or construction.
   c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
   d. Arrange for access to the site and other property as required for Kimley-Horn to provide its Services.
   e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's Services or any defect or noncompliance in any aspect of the Project.

3) **Period of Services**. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
   a. Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
   b. The Client will remit all payments electronically to:
      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248
   c. The Client will send the Project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
   d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
   e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
   f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the Services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's Services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at https://www.khtsinc.com/terms-of-Service/ which terms are incorporated herein by reference.

7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Kimley-Horn's Services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services

under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or $50,000, whichever is greater. An increase to this limitation of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the Services provided by Kimley-Horn during the course of this Agreement.

13) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

14) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

15) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

16) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its Services until the hazardous substance or condition is eliminated.

17) **Construction Phase Services.**
   a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
   b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
   c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

18) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken

pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the Project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its Services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Agenda Item 7.d.ix.
October 5, 2026
Prepared by Micah Siemers
Engineering Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a design contract with CEC Corporation for engineering design for rehabilitation of fourteen different asphalt streets included in the 2026A issuance of the 2023 General Obligation Bond.

Attachments:
CEC contract with scope of work and fees

II. STAFF COMMENTS AND ANALYSIS

The 2026 issuance of the 2023 General Obligation Bond (GO Bond) included asphalt street rehabilitation projects on fourteen different streets. The streets included are as follows:

- Lupa St. from Sunset to Seminole
- Margarite Ave. from Hensley to Lupa
- Adeline Ave. from Cudahy to Herrick
- Bucy Ave. from Lupa to Herrick
- Rogers Ave. from Lupa to Herrick
- Kaw Ave. from Lupa to Herrick
- Seminole Ave. from Lupa to Herrick
- Theodore Ave. from Lupa to Herrick
- Cudahy St. from Margarite to Rogers
- Morton Ave. from McNamara to Cudahy
- Sunset Blvd. from Hensley to Lupa
- Valley Rd. from Shawnee to Denver
- Denver Rd. from Shawnee to Hillcrest
- Georgetown Dr. from Silverlake to Cambridge

All streets included in this package were identified as priority projects. Each project consists of minor full depth patching followed by milling and overlay. Minor amounts of curb and gutter may be replaced as needed.

Staff has negotiated a contract with CEC Corporation (CEC) for engineering design services on this project. The scope of work includes production of construction documents and bidding services. The City of Bartlesville has contracted with CEC on multiple projects in the past, including reconstruction of Tuxedo Blvd from Madison to Bison, the Shawnee Sidewalk Extension project from Valley to 16th Street and the Lee Lake Parking Lot and Access Road project, and the 2020 GO Bond Asphalt Streets Rehabilitation Project.

III. BUDGET IMPACT

The approved budgets for the projects are as follows:

Lupa (including Margarite, Adeline, Bucy, Rogers, Kaw, Seminole, Theodore, Cudahy, Morton, and Sunset)	$1,180,000
Valley and Denver	$220,000
Georgetown	$125,000

The total budget for the project is $1,525,000. Design services were factored into the budgets to use if necessary. Historically, this type of design work has been completed with Engineering Department staff, but with the current workload and staffing, the intent is to expedite projects by contracting out design. CEC's proposal of $105,500 is just under 7.0% of the total budget for the project. This fee percentage is in line with the type of design package needed for a rehabilitation project like this as opposed to some projects that require more detailed design. The only impact to the budget will be utilizing funding set aside specifically for these projects as part of the 2026 issuance of the 2023 G.O. Bond.

IV. RECOMMENDED ACTION

Staff recommends awarding the design contract for the 2026 issuance 2023 GO Bond Asphalt Street Rehabilitation projects to CEC Corporation in the amount of $105,500.00.

CEC

ENGINEERING CONTRACT FEE PROPOSAL

FOR

CITY OF BARTLESVILLE
BARTLESVILLE, OK

2026 ASPHALT STREETS REHABILITATION PACKAGE 1

BARTLESVILLE, OK
SEPTEMBER 23, 2026

CEC Corporation
1300 S. Main Street
Tulsa, OK 74137
Phone: 918.663.9401
www.connectcec.com

GENERAL SCOPE OF SERVICES

CEC Corporation (hereinafter referred to as CEC) proposes to provide professional services as described herein to the City of Bartlesville (hereinafter referred to as CLIENT). The following is a scope of services associated with performing geotechnical services and the engineering design for the pavement rehabilitation of the following streets in the City of Bartlesville: Lupa St. from Sunset Blvd. to Seminole Ave., Cudahy St. from Margarite Ave. to Rogers Ave., Sunset Blvd. from Hensley Blvd. to Lupa St., Margarite Ave. from Hensley Blvd. to Lupa St., Adeline Ave. from Cudahy St. to Herrick St., Bucy Ave. from Lupa St. to Herrick St., Morton Ave. from McNamara St. to Cudahy St., Rogers Ave. from Lupa St. to Herrick St., Kaw Ave. from Lupa St. to Herrick St., Seminole Ave. from Lupa St. to Herrick St., Lupa St. from Woodrow Ave. to Johnstone Ave, Theodore Ave. from Lupa St. to Herrick St., Georgetown Dr. from Silver Lake Rd. to Cambridge Ct., Denver Rd. from Hillcrest Dr. to Shawnee Ave., Valley Rd. from Denver Rd. to Shawnee Ave. See the location maps below.



Project Location Map 1



Project Location Map 2



Project Location Map 3



Project Location Map 4

GEOTECHNICAL

- See attached scope of services for AIMRIGHT Testing and Engineering Geotechnical

CD TASK – CONSTRUCTION DOCUMENT PHASE

- Design for the pavement rehabilitation by means of mill, patch and asphalt overlay at the locations mentioned above.
- Submit digital pdf of the Preliminary Design Plans (60%) with construction cost estimate to the City of Bartlesville for review.
- Perform one (1) site visit to verify patch locations and any possible conflicts.
- Attend up to two (2) design review meetings with the City of Bartlesville.
- Attend one (1) Public meeting, if required.
- Prepare special technical specifications.
- Upon acceptance of the Preliminary Design Review Plans, CEC will provide final signed and sealed plans and specifications with construction cost estimate.

All construction documents will meet state and local requirements.

BD TASK – BIDDING PHASE

- Address contractor's questions and issue addenda, as needed.
- Attend pre-bid conference.
- Prepare bid tabulation.
- Assist in awarding the contract.

ITEMS *NOT* INCLUDED IN THE SCOPE OF WORK

- Topographic Survey
- Boundary Survey
- Study or design of possible alternate alignments
- Legal descriptions or exhibits for required permanent or temporary easements
- Any revisions, modifications or alterations for existing public or private utility
- Detailed drainage design
- Construction or right-of-way staking
- Design or relocation efforts of conflicting utilities
- Design of retaining walls, sheet piling, or any other structural design
- An environmental study or report of any kind
- Attend bid opening
- Attend pre-construction meeting
- Answer general construction questions
- Review construction submittals
- Attendance at Contractor's periodic construction progress meetings
- Review of Contractor's monthly payment applications
- On-site material testing and/or construction inspection
- Prepare Record Drawings

The CLIENT reserves the right to include the above items as a supplement to this proposal and CEC shall be paid for additional services through a separate agreement.

PROJECT SCHEDULE

Following receipt of our Notice to Proceed, it is expected that CEC personnel can begin working on the project within two (2) weeks.

Notice to Proceed	Anticipated October 2026
Preliminary Plan Submittal (60%)	45 Days following NTP
Final Signed Plan Submittal (100%)	60 Days following Review of 60% plans

ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work.

REIMBURSABLE EXPENSES

The costs for project related reimbursable expenses listed below will be billed at direct cost and only with prior approval of CLIENT.

- Fees paid for securing jurisdiction approval or permitting services
- Reproduction expenses
- Mailing expenses

PROPOSED ENGINEERING CONTRACT FEE SUMMARY

Geotechnical (Lump Sum)	$	29,700.00
CD TASK – Construction Document Phase (Lump Sum)		
• Preliminary Design	$	46,200.00
• Final Design	$	24,600.00
BD TASK – Bidding Phase (Lump Sum)	$	5,000.00

TOTAL Proposed Engineering Fee **$ 105,500.00**

COMPENSATION FOR SERVICES

- The work provided in the proposed scope shall be performed on a lump sum basis with amounts not to be exceeded for each task, with the exception of the Construction Administration Phase. Hourly rates are as attached Oklahoma Municipal Rate Schedule 2026. Rates are subject to change annually beginning in January 2027.
- Invoicing shall be conducted on a monthly basis.
- If this Agreement is terminated, CEC shall be paid for services performed to the effective date of termination.

We sincerely appreciate the opportunity to submit this engineering contract fee proposal. If the terms are agreeable, please sign and return a scanned copy/hard copy to me via email (*shannon.hanks@connectcec.com)* or at the address listed on the cover page. If you have any questions or need additional information, please call Shannon Hanks or Jacob Campbell at 918.663.9401

Submitted for approval by:

Shannon N Hanks
_____

Shannon Hanks, PE
Municipal Practice Leader
CEC Corporation

Date: 9-23-26

Accepted by:

By: _____

Print: _____

Date: _____

Title: _____

Notes:

1. The fee shall be invoiced by CEC on a progressive basis either monthly or in accordance with formal design review submissions and monthly construction progress as directed by CLIENT.

2. The fee presented is based on current hourly rates and is valid if contracted within 90 days from the date listed on the cover sheet.

3. CEC reserves the right to revisit the proposal scope and fee should the project be placed on hold for more than 90 days.

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms and Conditions, together with the attached proposal, make up the Agreement between the named Client and CEC Corporation (CEC). Before countersigning the Agreement or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and CEC.

1. Scope. The scope of work for the Engineering Services to be provided is specifically set forth in the attached proposal, submitted to Client by CEC. If Client requests a change in the scope of the Services to be provided, CEC reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that CEC is providing the Services only and is not providing or participating in the provision of any product(s). CEC will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

2. Standard of Care. CEC will perform the services with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied apply. The Client will notify CEC in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give CEC a reasonable opportunity to correct these deficiencies.

3. Client's Responsibilities. Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by CEC for its ordinary conduct of business. Client will provide CEC with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before CEC performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. CEC will rely on the documents and information provided by the Client. The Client grants CEC and its sub-consultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for CEC to enter the site and perform the services. Client will provide CEC with written verification of site access permission upon request.

4. Payment. Client will compensate CEC for the services at its standard rates, and reimburse its expenses. CEC will submit periodic invoices that are due upon receipt, regardless of Client's receipt of payments from third parties. The Client will notify CEC in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 1½ percent per month or the maximum lawful rate. CEC may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination, plus termination and collection costs, including reasonable attorneys' fees and expenses. CEC reserves the right to withhold final reports, letters of compliance, or any other relevant document until all past due invoices have been paid. The attached price list shall be adjusted annually as of the date of execution for this agreement.

5. Limits on CEC Responsibility. CEC will not be responsible for the acts or omissions of any others, except for its employees and sub-consultant(s). CEC will not supervise, direct or have control over any contractor's work. CEC will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Client acknowledges that CEC does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.

6. Changed Conditions. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. CEC will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. In the event of an emergency, CEC may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. CEC will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond CEC's reasonable control. The Client will compensate CEC for any increase in its costs resulting from any of these factors**.**

7. Documents and Information. All documents, data, calculations and work papers prepared or furnished by CEC are instruments of service and will remain CEC's property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to CEC and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify CEC against any liabilities resulting there from. Any technology, methodology, or technical information learned or developed by CEC will remain its property.

8. Confidentiality and Subpoenas. Information about this Agreement and CEC's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as CEC believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. CEC will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse CEC to respond to any subpoena or governmental inquiry or audit related to the services at CEC's standard rates then in effect.

9. Insurance. During the work, CEC will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts: Workers compensation statutory amount; General liability $1,000,000 per occurrence, $2,000,000 aggregate; Auto liability $1,000,000 per accident; Professional liability $5,000,000 aggregate. CEC will furnish certificates of insurance upon request. CEC will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and the costs to obtain the additional coverage.

10. Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of CEC and its affiliates and sub-consultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to the compensation received by CEC under this agreement or $25,000 whichever is greater. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to CEC more than ten (10) years after substantial completion of the services or, if shorter, the applicable statute of limitations period. CEC will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. CEC shall not be liable in any event for any special or consequential damages suffered by the client arising out of the services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

11. Disputes. All disputes between the Client and CEC shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.

12. Assignment. Client may not assign the Agreement between CEC and Client without the prior written consent of CEC.

13. Delivery/Force Majeure. CEC shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of CEC.

14. Other. This Agreement shall be governed by Oklahoma law. This Agreement becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by all parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. If these Terms and Conditions have been provided to you, CEC must receive this fully executed document or written authorization to commence services. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

Agenda Item 7.d.x.
September 28, 2026
Prepared by Micah Siemers
Engineering Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approve short form contract with Diamond Concrete LLC for drainage improvements in Shadow Lake Village.

Attachments:
Short Form Contract and Contractor Quotes

II. STAFF COMMENTS AND ANALYSIS

The Shadow Lake Village Board President has reached out to City of Bartlesville Engineering Department staff to seek assistance with a drainage issue in the northeast corner of the Shadow Lake Village (SLV) property. Development of properties north and east of SLV have added to a pre-existing drainage problem affecting the most northeasterly dwelling unit in SLV. Engineering Department staff have worked with the developers and contractors immediately north to try and alleviate the drainage issues as much as possible by ensuring they route their roof drains to the west towards an existing low point and drainage structure that directs water to the pond located on the SLV property. However, to fully address the problem a concrete flume should be constructed along the north side of the SLV property directing water to the private drive area within the development that drains to the same low point that collects and conveys water to the SLV pond. Since there is an existing utility easement and this work is fairly substantial in nature, City staff have determined the best approach would be for the City to hire a contractor to complete the work to assist with the issue.

While the City of Bartlesville is not obligated to do this work, Engineering Department staff have worked with the SLV Board President to come to an agreement that the City will endeavor to complete the improvements this one time and any future maintenance of the improvements will be the responsibility of SLV. Additionally, the City will not be responsible to do any additional work there in the future if the dwelling unit continues to have problems since there are other factors contributing to the issues such as roof drains that do not have good drainage away from the structure. The Drainage Improvement Construction Agreement with SLV was approved at the September 8 City Council meeting.

Engineering Department staff have reached out to three (3) contractors for pricing for this work. Staff met with each contractor on site to discuss the improvements. The quotes for the work are as follows:

Diamond Construction LLC	$8,000.00
Estes Concrete & Construction LLC	$8,500.00
Core Civil Construction	$46,000.00

III. BUDGET IMPACT

There is no planned budget for this work. However, the FY 26-27 capital budget includes $142,828.00 for "Drainage Materials" in the Sale Tax Fund. The 2020 Sales Tax extension included $25,000/year to be used on drainage project as needed and these are the remaining funds. Therefore, sufficient funding is available to cover the cost of this project.

IV. RECOMMENDED ACTION

Staff recommends awarding the short form contract to Diamond Concrete LLC for drainage improvements at Shadow Lake Village as outlined in their proposal in the amount of $8,000.00.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 5th day of October, 2026, by and between Diamond Concrete LLC 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. SCOPE OF WORK. The contractor shall install a concrete drainage channel to alleviate drainage issues in the northeast corner of the Shadow Lake Village property as defined in the Diamond Concrete LLC proposal provided on 8/27/26. The final configuration of the channel will be coordinated in the field with the City Engineer. The contractor shall provide all materials, equipment, and labor for a complete project.

2. TIME OF COMPLETION. The work shall be completed within 30 days of notice to proceed.

3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the proposal submitted on 8/27/26, totaling $8,000.00. This contract amount may be amended by written agreement of the parties and final price will be based on the quoted price and any agreed upon modifications.

4. ACCEPTANCE AND PAYMENT. Payment will be made by the City upon completion and acceptance of the work by the City Engineer, subject to the provisions of Paragraph 11 and 14 of the General Conditions. Partial payments will be allowed based on measured quantities of work installed at the time of request.

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS. The Contract includes the Agreement and its General Conditions, the drawings and specifications, 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. DEFINITIONS. "City" shall refer to the City Engineer or other designated administrative official of the City of Bartlesville.

3. MATERIALS, EQUIPMENT, EMPLOYEES. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, 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. PERMITS AND REGULATIONS. 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. PROTECTION OF WORK, PROPERTY AND PERSONS. 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. ACCESS TO WORK. 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. CHANGES IN WORK. 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. CORRECTION OF WORK. The Contractor shall correct any work determined by the City not to conform to the requirements of the contract.

9. CITY'S RIGHT TO TERMINATE CONTRACT. 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. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT. 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. PAYMENT. Payment will be made based upon the lump sum price 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. BONDS. The Contractor shall furnish surety bonds to the City as indicated herein.
NO BONDS ARE REQUIRED FOR THIS PROJECT

13. CONTRACTOR'S INSURANCE. 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. LIENS. 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. ENGINEER. The City Engineer 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. CLEANUP. 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.

Diamond Concrete LLC
Javier Perez

918-713-2280

CONCRETE CONSTRUCTION PROPOSAL

Diamond Concrete LLC · Licensed & Insured

Contractor: Javier Perez	**Project:** Concrete Drain Installation
Project Location: 40 SE Shadowlake Dr., Bartlesville, OK 74006	**Company:** Diamond Concrete LLC

Scope of Work

- Install a concrete drainage area measuring approximately **38 ft. long by 5 ft. 6 in. wide**.
- Construct a **6-inch-tall concrete curb against the house** to help direct water into the drain.
- Level and grade the drain to provide proper water flow and drainage.
- The finished slope will run **west, away from the house**, to direct water away from the structure.
- Outside the gate, the concrete drain will continue as needed until the proper slope is established.
- The drain extension outside the gate will **not exceed 20 ft. from the fence door**.
- Complete the work with proper grading and cleanup of the work area.

Total Project Price

TOTAL: $8,000.00

The total price includes the labor and materials necessary to complete the concrete drainage work described in this proposal.

Contractor: Javier Perez	**City Representative**
Signature: _____	Signature: _____
Date: _____	Date: _____

September 25, 2026

PROPOSAL: 26-925

SHADOW LAKE DRAINGE FLUME

CORE CIVIL CONSTRUCTION, LLC

SCOPE OF WORK: **INSTALL APPROX 85 LF DRAINAGE FLUME**
FURNISH ALL LABOR, MATERIAL AND EQUIPMENT:

PAY ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	UNIT PRICE	BID AMOUNT
1	1	LS	MOBILIZATION		
2	1	LS	DEMO/REMOVAL		
3	1	LS	FORM & POUR CONCRETE FLUME		
4	1	LS	BACKFILL & REINSTALL GATE		
5	1	LS	CLEANUP		
			TOTAL	**$**	**46,000.00**

Exclusions:

1. Permits / Fees / IDP Fees and Permits / ROW Fees and Permits
2. Bonds
3. Import topsoil from an outside source. Using slavaged only.
4. Rock excavation and or blasting. (Unit Price $250.00 Per Cubic Yard)
5. Removal or handling of hazardous materials.
6. Unforseen soil conditions.
7. Testing
8. Construction Staking.

Excluded items within the bid packages
Any item not shown above in the detail

Sincerely,

Travis Sousa
travis@corecivilok.com.com
(918) 914-9919

Micah Siemers

From: Estes Concrete and Construction LLC <quickbooks@notification.intuit.com>
Sent: Thursday, September 24, 2026 8:52 PM
To: Micah Siemers
Subject: Estimate 1023 from Estes Concrete and Construction LLC

CAUTION: External Source. THINK BEFORE YOU CLICK!

Your estimate is ready!

Total $8,500.00

Dear City of Bartlesville Oklahoma,

Please find your estimate details here. Feel free to contact us if you have any questions. We look forward to working with you.

Have a great day!
Estes Concrete and Construction LLC

Review and approve

Estes Concrete and Construction LLC
121 Fenway Ave
Bartlesville, OK 74006

lori.g.masters@gmail.com
+1 (918) 766-3787

If you receive an email that seems fraudulent, please check with the business owner before paying, or you can forward the email to security@intuit.com so we can look into it. Read more at security.intuit.com.

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Agenda Item 7.d.xi.
September 28, 2026
Prepared by Micah Siemers
Engineering

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on a Change Order No. 6 from Keohn Construction Services for the Construct Box Hangar – Bartlesville Municipal Airport project.

Attachments:
Change Order No. 6

II. STAFF COMMENTS AND ANALYSIS

This project consists of construction of a 120'x130'box hangar at the Bartlesville Municipal Airport including a concrete apron and site utilities. The project is being funding by a 40% Oklahoma Department of Aerospace and Aeronautics (ODAA) grant and the sponsor share of 60% of the cost is being provided by the Bartlesville Development Authority (BDA). The construction contract was awarded to Koehn Construction Services (Koehn) at the August 4, 2025 City Council meeting in the amount of $5,011,059.66. Change Orders No. 1, 2, 3, 4 and 5 to the contract have been approved by the City Council previously adding a total of $216,001.50 to the contract for a total contract price of $5,227,061.16.

The original plans called out a different door hardware keying core than the model and style that we use everywhere else at the City of Bartlesville. The cores that we use give us more flexibility for the number of keying configurations and keep the types of keys consistent within the City of Bartlesville facilities. The Best Lock 7-pin Peaks cores that are used will add cost to the project but will ensure that the keying throughout the City's facilities remain consistent. Koehn Construction Services has provided Change Order No. 6 to the contract to compensate for the preferred cores.

Change Order No. 5 has a total net increase in the contract price of $1,602.50 for a final revised contract price of $5,228,663.66.

III. BUDGET IMPACT

Change Order No. 6 will result in an increase to the overall contract price. This will be funded by the ODAA and the BDA. The BDA is responsible for the City's share of the funding, so the increase will not have any bearing on the City's capital budget.

IV. RECOMMENDATION

Staff recommends approval of Change Order No. 6 with Koehn Construction Services for an overall increase in the contract amount of $1,602.50.

CHANGE ORDER

Project: Construct Box Hangar Grant No. ODAA BVO-26H-S	Change Order No. 6
Project Description: Construct Box Hangar	
Requested Changes & Reasons: The City of Bartlesville has requested Best cores in lieu of the specified Falcon cores. This change resulted in the cost increase indicated on this Change Order.	
LOCATION: Bartlesville Municipal Airport	

The above will necessitate the following changes in quantities and estimates, which will be shown as overruns and underruns on future progressive estimates and vouchers.

Item	Description	Quantity	Unit Price $	Amount $	Days Req'd
	Please see attached breakdown of quantities.			**1,602.50**	**14**
	Total this Change Order			**1,602.50**	**14 CD**
	Existing Contract			**5,227,061.16**	**428 CD**
	New Contract			**$ 5,228,663.66**	**442 CD**

The prices for additional items have been compared with other contract prices and are fair for the amount of work involved.

09/28/2026
Date

Jane Cole Bond
Parkhill

Approved by the City of **Bartlesville** this _____ day of _____, 2026

James S Curd, Mayor

We, **Koehn Construction Services** contractor on the above project, do hereby agree to a net **increase** in the contract of **$ 1,602.50** and **14 Calendar** days as full compensation for making the above changes in accordance with the governing specifications.

Koehn Construction Services

~~**David Schultz, COO**~~ **Lyle Koehn, CEO**

Subscribed and sworn before me this 28 day of September, 2026.

My Commission Expires:
04/01/2029

Notary Public

LANDIN KNICKERBOCKER
Notary Public - State of Kansas
My Appt. Expires 4/1/2029

Change Order No. 6

Construct Box Hangar
ODAA BVO-26H-S
Bartlesville Municipal Airport

Item	Description	Unit Price $	Unit	Original Contract Quantity	Original Contract Amount $	Change Order No. 1 Quantity	Change Order No. 1 Amount $	Change Order No. 2 Quantity	Change Order No. 2 Amount $	Change Order No. 4 Quantity	Change Order No. 4 Amount $	Change Order No. 5 Quantity	Change Order No. 5 Amount $	Change Order No. 6 Quantity	Change Order No. 6 Amount $	Revised Contract Quantity	Revised Contract Amount $
	Base Bid																
1	MOBILIZATION	$ 240,451.42	LS	1	$ 240,451.42		$ -		$ -		$ -		$ -		$ -	1	$ 240,451.42
2	LOW PROFILE FLAG AND FLASHER BARRICADES	$ 15,905.24	LS	1	$ 15,905.24		$ -		$ -		$ -		$ -		$ -	1	$ 15,905.24
3	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AN SILTATION CONTROL	$ 38,490.69	LS	1	$ 38,490.69		$ -		$ -		$ -		$ -		$ -	1	$ 38,490.69
4	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	$ 197,035.28	LS	1	$ 197,035.28		$ -		$ -		$ -		$ -		$ -	1	$ 197,035.28
5	REMOVE, STOCKPILE, AND REPLACE TOPSOIL	$ 12.62	CY	1052	$ 13,276.24		$ -		$ -		$ -		$ -		$ -	1052	$ 13,276.24
6	UNCLASSFIED EXCAVATION USED AS EMBANKMENT	$ 18.70	CY	145	$ 2,711.50		$ -		$ -		$ -		$ -		$ -	145	$ 2,711.50
7	BORROW MATERIAL (FROM OFF-SITE)	$ 29.30	CY	5622	$ 164,724.60		$ -		$ -		$ -		$ -		$ -	5622	$ 164,724.60
8	HYDRATED LIME (4-6%)	$ 431.71	TONS	23	$ 9,929.33		$ -		$ -		$ -		$ -		$ -	23	$ 9,929.33
9	8" LIME TREATED SUBGRADE	$ 23.74	SY	2894	$ 68,703.56		$ -		$ -	-1396	$ (33,134.02)		$ -		$ -	1498	$ 35,569.54
10	6" CRUSHED AGGREGATE BASE COURSE	$ 10.71	SY	3784	$ 40,526.64		$ -		$ -		$ -		$ -		$ -	3784	$ 40,526.64
11	12" PC CONCRETE SURFACE COURSE	$ 94.05	SY	2894	$ 272,180.70		$ -		$ -		$ -		$ -		$ -	2894	$ 272,180.70
12	CONSTRUCT HANGAR FOUNDATION	$ 196.57	SY	2375	$ 466,853.75		$ -		$ -		$ -		$ -		$ -	2375	$ 466,853.75
13	CONSTRUCT 150'X132' BOX HANGAR	$ 3,129,282.68	EA	1	$ 3,129,282.68		$ 128,787.27		$ -		$ -		$ -		$ -	1	$ 3,258,069.95
14	SOLID SLAB SODDING AND WATERING UNTIL ESTABLISHED	$ 6.37	SY	3295	$ 20,989.15		$ -		$ -		$ -		$ -		$ -	3295	$ 20,989.15
15	4" WHITE STRIPING - VEHICULAR PARKING	$ 6.48	LF	220	$ 1,425.60		$ -		$ -		$ -		$ -		$ -	220	$ 1,425.60
16	6" CURB AND GUTTER	$ 69.13	LF	60	$ 4,147.80		$ -		$ -		$ -		$ -		$ -	60	$ 4,147.80
17	6" CLASS A PC CONCRETE PAVING	$ 67.13	SY	885	$ 59,410.05		$ -		$ -		$ -		$ -		$ -	885	$ 59,410.05
18	4" CONCRETE SIDEWALK	$ 60.89	SY	130	$ 7,915.70		$ -		$ -		$ -		$ -		$ -	130	$ 7,915.70
19	OIL SEPARATOR	$ 72,709.68	EA	1	$ 72,709.68		$ -		$ -		$ -		$ -		$ -	1	$ 72,709.68
20	CONCRETE WHEEL STOPS	$ 186.22	EA	10	$ 1,862.20		$ -		$ -		$ -		$ -		$ -	10	$ 1,862.20
21	INSTALL BOLLARD	$ 1,539.65	EA	3	$ 4,618.95		$ -		$ -		$ -		$ -		$ -	3	$ 4,618.95
22	1.5" DIA. SCH 40 PVC PIPE	$ 23.67	LF	70	$ 1,656.90		$ -		$ -		$ -		$ -		$ -	70	$ 1,656.90
23	6" DIA. C900 DR18 PVC PIPE	$ 41.85	LF	75	$ 3,138.75		$ -		$ -		$ -		$ -		$ -	75	$ 3,138.75
24	1.5" 45° VERTICAL BEND	$ 239.39	EA	4	$ 957.56		$ -		$ -		$ -		$ -		$ -	4	$ 957.56
25	6" 45° VERTICAL BEND	$ 390.78	EA	4	$ 1,563.12		$ -		$ -		$ -		$ -		$ -	4	$ 1,563.12
26	1.5" 90° BEND	$ 661.06	EA	1	$ 661.06		$ -		$ -		$ -		$ -		$ -	1	$ 661.06
27	6" 90° BEND	$ 573.58	EA	1	$ 573.58		$ -		$ -		$ -		$ -		$ -	1	$ 573.58
28	1.5" GATE VALVE & BOX	$ 1,763.06	EA	1	$ 1,763.06		$ -		$ -		$ -		$ -		$ -	1	$ 1,763.06
29	4"X6" WYE TEE WITH 2-WAY CLEANOUT	$ 604.25	EA	1	$ 604.25		$ -		$ -		$ -		$ -		$ -	1	$ 604.25
30	6" SMITH & BLAIR TAPPING SADDLE	$ 1,249.55	EA	1	$ 1,249.55		$ -		$ -		$ -		$ -		$ -	1	$ 1,249.55
31	6" GATE VALVE AND BOX	$ 1,638.09	EA	1	$ 1,638.09		$ -		$ -		$ -		$ -		$ -	1	$ 1,638.09
32	1.5" WATER METER	$ 5,371.88	EA	1	$ 5,371.88		$ -		$ -		$ -		$ -		$ -	1	$ 5,371.88
33	CONNECT TO EXISTING UTILITY	$ 262.88	EA	2	$ 525.76		$ -		$ -		$ -		$ -		$ -	2	$ 525.76
34	30" RCP	$ 180.75	LF	51	$ 9,218.25		$ -		$ -		$ -		$ -		$ -	51	$ 9,218.25
35	30" PREFAB. CULVERT END SEC., ROUND	$ 185.53	EA	2	$ 371.06		$ -		$ -		$ -		$ -		$ -	2	$ 371.06
36	6" SDR26 PVC PIPE	$ 36.95	LF	200	$ 7,390.00		$ -		$ -		$ -		$ -		$ -	200	$ 7,390.00
37	4" SDR26 PVC PIPE	$ 36.63	LF	40	$ 1,465.20		$ -		$ -		$ -		$ -		$ -	40	$ 1,465.20
38	6" DR11 HDPE PIPE	$ 41.18	LF	70	$ 2,882.60		$ -		$ -		$ -		$ -		$ -	70	$ 2,882.60
39	8" DR11 HDPE PIPE	$ 40.78	LF	40	$ 1,631.20		$ -		$ -		$ -		$ -		$ -	40	$ 1,631.20
40	10" DR11 HDPE PIPE	$ 45.07	LF	40	$ 1,802.80		$ -		$ -		$ -		$ -		$ -	40	$ 1,802.80
41	12" DR11 HDPE PIPE	$ 49.21	LF	20	$ 984.20		$ -		$ -		$ -		$ -		$ -	20	$ 984.20
42	6" 90 DEGREE BEND WITH CLEANOUT	$ 732.09	EA	1	$ 732.09		$ -		$ -		$ -		$ -		$ -	1	$ 732.09
43	6"X6" TEE WITH 2-WAY CLEANOUT	$ 744.59	EA	1	$ 744.59		$ -		$ -		$ -		$ -		$ -	1	$ 744.59
44	6"X8" TEE WITH 2-WAY CLEANOUT	$ 838.88	EA	1	$ 838.88		$ -		$ -		$ -		$ -		$ -	1	$ 838.88
45	10"X6" TEE WITH 2-WAY CLEANOUT	$ 862.74	EA	1	$ 862.74		$ -		$ -		$ -		$ -		$ -	1	$ 862.74
46	8"X6" REDUCER	$ 217.98	EA	1	$ 217.98		$ -		$ -		$ -		$ -		$ -	1	$ 217.98
47	10"X8" REDUCER	$ 271.38	EA	1	$ 271.38		$ -		$ -		$ -		$ -		$ -	1	$ 271.38
48	12"X10" REDUCER	$ 271.38	EA	1	$ 271.38		$ -		$ -		$ -		$ -		$ -	1	$ 271.38
49	12" 45° BEND	$ 388.99	EA	1	$ 388.99		$ -		$ -		$ -		$ -		$ -	1	$ 388.99
50	12" PREFAB. FLARED END SECTION	$ 1,277.41	EA	1	$ 1,277.41		$ -		$ -		$ -		$ -		$ -	1	$ 1,277.41
51	CONSTRUCTION STAKING II	$ 10,787.82	LS	1	$ 10,787.82		$ -		$ -		$ -		$ -		$ -	1	$ 10,787.82
52	HAND RAIL	$ 283.35	LF	25	$ 7,083.75		$ -		$ -		$ -		$ -		$ -	25	$ 7,083.75
53	GRAVEL SPLASH STRIP	$ 198.69	SY	7	$ 1,390.83		$ -		$ -		$ -		$ -		$ -	7	$ 1,390.83
54	DISINFECTION & TESTING	$ 6,816.53	LS	1	$ 6,816.53		$ -		$ -		$ -		$ -		$ -	1	$ 6,816.53
55	CLEARING & GRUBBING	$ 0.30	SY	9462	$ 2,838.60		$ -		$ -		$ -		$ -		$ -	9462	$ 2,838.60
56	DEMO EXISTING WATERLINE	$ 3.03	LF	913	$ 2,766.39		$ -		$ -		$ -		$ -		$ -	913	$ 2,766.39
57	18" PREFAB. FLARED END SECTION	$ 5,345.17	EA	1	$ 5,345.17		$ -		$ -		$ -		$ -		$ -	1	$ 5,345.17
58	18" RCP	$ 173.79	LF	77	$ 13,381.83		$ -		$ -		$ -		$ -		$ -	77	$ 13,381.83
59	SINGLE GRATE AREA INLET	$ 595.44	EA	1	$ 595.44		$ -		$ -		$ -		$ -		$ -	1	$ 595.44
60	10"X6" REDUCER	$ 237.94	EA	2	$ 475.88		$ -		$ -		$ -		$ -		$ -	2	$ 475.88
61	3" DR11 HDPE PIPE	$ 60.79	LF	10	$ 607.90		$ -		$ -		$ -		$ -		$ -	10	$ 607.90
62	2-FT WIDE CAST IRON TRENCH DRAIN	$ 516.40	LF	110	$ 56,804.00		$ -		$ -		$ -		$ -		$ -	110	$ 56,804.00
63	24" DR11 HDPE PIPE	$ 97.40	LF	90	$ 8,766.00		$ -		$ -		$ -		$ -		$ -	90	$ 8,766.00
64	24"X12" TEE WITH CLEANOUT	$ 63.41	EA	90	$ 5,706.90		$ -		$ -		$ -		$ -		$ -	90	$ 5,706.90
65	24"X3" TEE	$ 250.97	EA	1	$ 250.97		$ -		$ -		$ -		$ -		$ -	1	$ 250.97
66	24" 90° BEND	$ 964.44	EA	1	$ 964.44		$ -		$ -		$ -		$ -		$ -	1	$ 964.44
67	RIPRAP 12" DIA. STONE	$ 174.78	SY	13	$ 2,272.14		$ -		$ -		$ -		$ -		$ -	13	$ 2,272.14
CO2-1	INSTALL 6" WATERLINE BYPASS	$ 59,977.64	LS		$ -		$ -	1	$ 59,977.64		$ -		$ -		$ -	1	$ 59,977.64
CO4-1	8' METAL LINER PANEL IN HANGAR	$ 37,896.97	LS		$ -		$ -		$ -	1	$ 37,896.97		$ -		$ -	1	$ 37,896.97
CO4-2	PLYWOOD AND PAINT CREDIT	$ (12,533.00)	LS		$ -		$ -		$ -	1	$ (12,533.00)		$ -		$ -	1	$ (12,533.00)
CO5-1	INCREASE SIZE OF AREA INLET	$ 2,161.61	LS		$ -		$ -		$ -		$ -	1	$ 2,161.61		$ -	1	$ 2,161.61
CO5-2	ADDITIONAL METAL STUD FRAMING	$ 1,076.97	LS		$ -		$ -		$ -		$ -	1	$ 1,076.97		$ -	1	$ 1,076.97
CO5-3	REGRADE SOUTH PAVING	$ 17,864.75	LS		$ -		$ -		$ -		$ -	1	$ 17,864.75		$ -	1	$ 17,864.75
CO5-4	ADD SHOWER UNIT IN ROOM 111	$ 13,903.31	LS		$ -		$ -		$ -		$ -	1	$ 13,903.31		$ -	1	$ 13,903.31
CO6-1	CHANGE IN CORES	$ 1,602.50	LS		$ -		$ -		$ -		$ -		$ -	1	$ 1,602.50	1	$ 1,602.50
Total					**$5,011,059.66**		**$128,787.27**		**$59,977.64**		**-$7,770.05**		**$35,006.64**		**$1,602.50**		**$5,228,663.66**

Original Contract	**$5,011,059.66**
Change Order No. 1	**$128,787.27**
Change Order No. 2	**$59,977.64**
Change Order No. 4	**-$7,770.05**
Change Order No. 5	**$35,006.64**
Change Order No. 6	**$1,602.50**
Revised Contract	**$5,228,663.66**

Change Request Proposal

PROJECT: (name and address)
33345 / Bartlesville Box Hanger
401 Wiley Post Rd
Bartlesville, OK 74003

CUSTOMER: City of Bartlesville

CHANGE REQUEST NUMBER: 1025

DESCRIPTION: Best cores to match existing

Submitted date:

Received date:

Status: Proposed

Origination date: 09/01/26

Quotation

Submitted date: 09/01/26
Due date:
Submitted amount: 1,602.50
Requested days delay: 14

Change Order Scope

Quote for provide Best cores to match existing. Total includes credit for the specified Falcon cores.. Includes the additional core that was added to scope to give a total of 14 cores. These cores have a 13-14 week lead time from factory.

Change Detail

Billing Item	Description	Amount
CO-06		1,602.50

Total Change Amount For CR 1025 **1,602.50**

Approvals

CUSTOMER: City of Bartlesville

By: _____

Date: _____

CONTRACTOR: Koehn Construction

By: _____

Date: _____

Agenda Item 7.d.xii.
September 29, 2026
Prepared by Micah Siemers
Engineering

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to accept a quit claim deed transferring property from the Bartlesville Development Authority to the City of Bartlesville at the Bartlesville Municipal Airport to facilitate construction of airport related improvements.

Attachments:

Boundary Exhibit
Quit Claim Deed
Airport ALP with Deed Boundary Highlighted

II. STAFF COMMENTS AND ANALYSIS

Multiple projects have been constructed and are currently planned at the Bartlesville Municipal Airport in recent years. To continue to use FAA and ODAA grants for these projects, the improvements have to be located on airport property. The Bartlesville Development Authority (BDA) has agreed to use BDA funds to cover sponsor matches for the FAA and ODAA grants on some of those projects and they have also planned to deed property from the BDA-owned Sunset Industrial Park to the Bartlesville Municipal Airport (City of Bartlesville) to facilitate these projects.

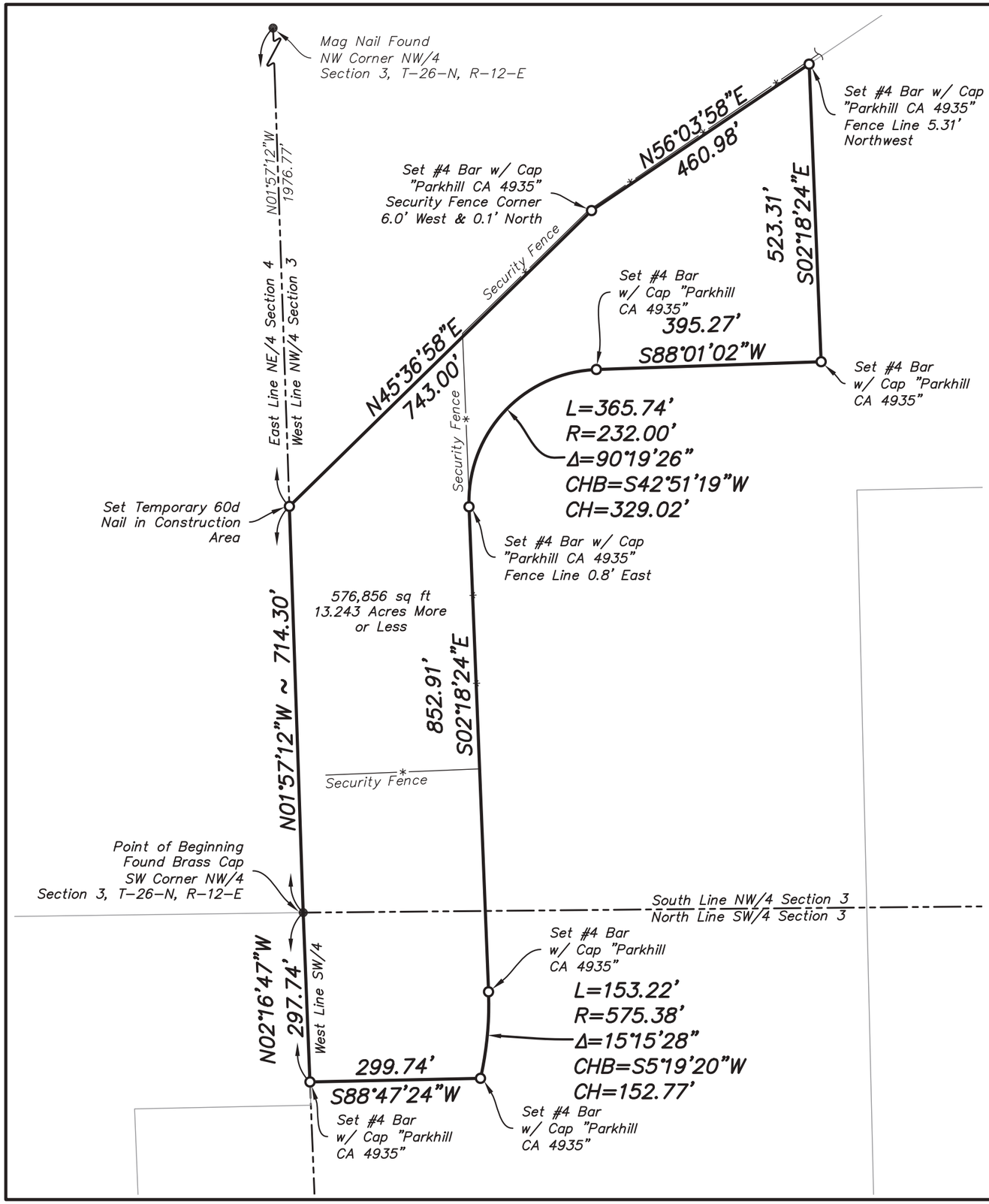
City staff have worked with Parkhill, the City's Airport Consultant to draft a deed that aligns with future development of the airport as provided in the latest version of the Airport Layout Plan. The BDA Board has approved deeding the property to the City for the Bartlesville Municipal Airport at their most recent meeting.

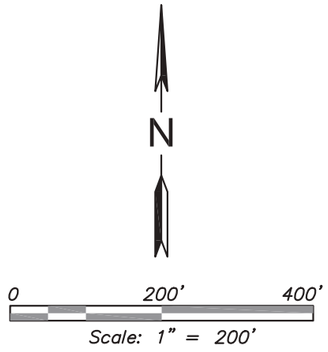
III. BUDGET IMPACT

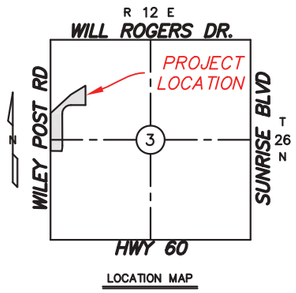
This item has no immediate impact to the City's budget, other than it will allow continued receipt of FAA and ODAA funding for airport capital projects.

IV. RECOMMENDED ACTION

Staff recommends accepting the property deeded from the BDA to the City of Bartlesville to facilitate future development of Bartlesville Municipal Airport property.







PLAT OF SURVEY
CITY OF BARTLESVILLE, OSAGE COUNTY, OKLAHOMA

(PARKHILL PROJECT #04025222.00)

LEGAL DESCRIPTION:

A tract of land being a part of the West Half (W/2) of Section Three (3), Township Twenty-Six (26) North, Range Twelve (12) East of the Indian Base and Meridian, City of Bartlesville, OSAGE County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract of land being described as follows: BEGINNING at the West Quarter-Corner of said Section 3, said corner being a found Brass Cap and an Oklahoma Certified Corner Record; thence North 01°57'12" West along the west line of the Northwest Quarter (NW/4) of said Section 3 for 714.30 feet; thence North 45°36'58" East for 743.00 feet; thence North 56°03'58" East for 460.98 feet; thence South 02°18'24" East for 523.31 feet; thence South 88°01'02" West for 395.27 feet to a point of curve; thence westerly, southwesterly and southerly on a curve to the left having a radius of 232.00 feet, a central angle of 90°19'26", a chord-bearing and distance of South 42°51'19" West – 329.02 feet, for an arc length of 365.74 feet to a point of tangency; thence along said tangency South 02°18'24" East for 852.91 feet to a point of curve; thence southerly and southwesterly on a curve to the right having a radius of 575.38 feet, a central angle of 15°15'28", a chord bearing and distance of South 05°19'20" West – 152.77 feet, for an arc length of 153.22 feet to a point. Thence South 88°47'24" West for 299.74 feet to a point on the west line of the Southwest Quarter (SW/4) of said Section 3; thence North 02°16'47" West along said west line of the SW/4 of Section 3 for 297.74 feet to the POINT OF BEGINNING. Said tract of land contains 576,856 square feet or 13.243 acres, more or less.

Legal Description written on September 8th, 2026 by Charles D. Cahill, PS 1470, State of Oklahoma.

Basis of Bearing:

The basis of bearings is Grid, Oklahoma State Plane Coordinates NAD83(2011), North Zone (3501) with the west line of the NW/4 of Section 3, Township-26-North, Range-12-East as North 01°57'12" West.

Surveyor's Certification:

I, Charles D. Cahill, Professional Land Surveyor No. 1470 in and for the State of Oklahoma, do hereby certify that the attached Plat of Survey and legal description was prepared by me or those under my direct supervision. I further certify that this Plat of Survey meets or exceeds the Oklahoma Minimum Standards for Land Surveying as adopted by the Oklahoma State Board of Registration for Engineers and Land Surveyors.



CHARLES D. CAHILL, P.L.S. NO. 1470 DATED: 9/24/2026

Date of Last Field Visit: 09/23/2026

V-101
Sheet 1 of 1

Parkhill
Parkhill.com
8622 S. Peoria Ave., Tulsa, OK 74132
(918) 895-9383
OKLAHOMA CA #4935 EXPIRATION 06/30/2027

QUIT CLAIM DEED

THIS INDENTURE, made this ____ day of October, 2026, between the Bartlesville Development Authority, a public trust, a party of the first part, and the City of Bartlesville, a municipal corporation, 401 S. Johnstone Avenue, Bartlesville, Oklahoma, 74003, party of the second part.

Mail Tax Statements to: 401 S. Johnstone Avenue, Bartlesville, Oklahoma, 74003

WITNESSETH, that said party of the first part, for One Dollar ($1.00) and other good and valuable consideration to them paid, does hereby quit-claim, grant, bargain, sell, and convey unto the said party of the second part, and to its successor and assigns forever, all its right, title, interest, and estate, both at law and in equity, of, in and to the following described real estate, situated in the County of Osage, State of Oklahoma, to wit:

A tract of land being a part of the West Half (W/2) of Section Three (3), Township Twenty-Six (26) North, Range Twelve (12) East of the Indian Base and Meridian, City of Bartlesville, Osage County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract of land being described as follows: BEGINNING at the West Quarter-Corner of said Section 3, said corner being a found Brass Cap and an Oklahoma Certified Corner Record; thence North 01º57'12" West along the west line of the Northwest Quarter (NW/4) of said Section 3 for 714.30 feet; thence North 45º36'58" East for 743.00 feet; thence North 56º03'58" East for 460.98 feet; thence South 02º18'24" East for 523.31 feet; thence South 88º01'02"W for 395.27 feet to a point of curve; thence westerly, southwesterly and southerly on a curve to the left having a radius of 232.00 feet, a central angle of 90º19'26", a chord-bearing and distance of South 42º51'19" West – 329.02 feet, for an arc length of 365.74 feet to a point of tangency; thence along said tangency South 02º18'24" East for 852.91 feet to a point of curve; thence southerly and southwesterly on a curve to the right having a radius of 575.38 feet, a central angle of 15º15'28", a chord bearing and distance of South 05º19'20" West – 152.77 feet, for an arc length of 153.22 feet to a point. Thence South 88º47'24" West for 299.74 feet to a point on the west line of the Southwest Quarter (SW/4) of said Section 3; thence North 02º16'47" West along said west line of the SW/4 of Section 3 for 297.74 feet to the POINT OF BEGINNING.

Said tract of land contains 576,856 square feet or 13.243 acres, more or less.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year above written.

Bartlesville Development Authority

BY: _____
Chris Batchelder, President

No Documentary Stamps Required pursuant to Okla. Stat. tit. 68 § 3202(11).
No affidavit required pursuant to Okla. Stat. tit. 60 § 121(C)(8)

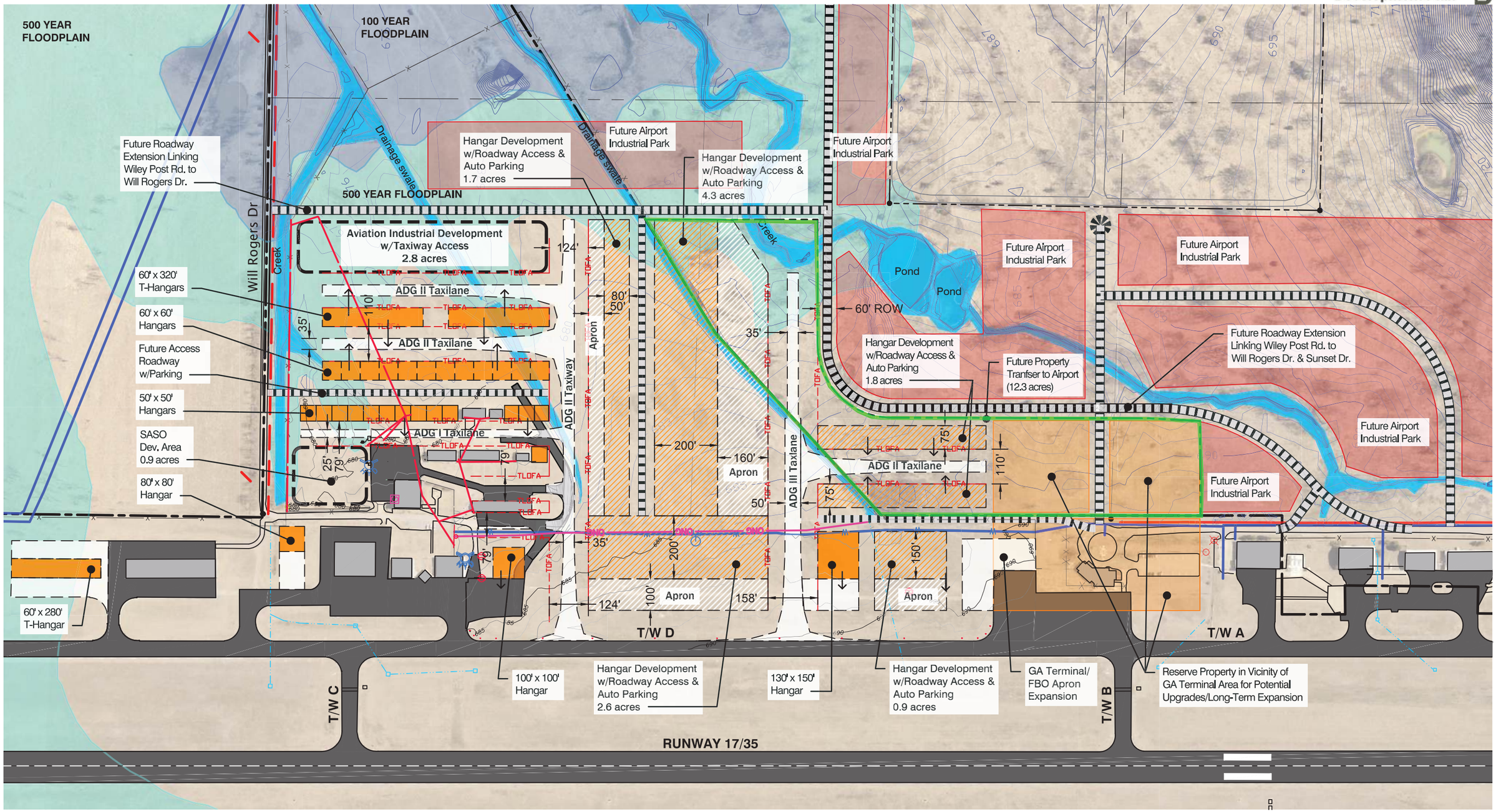
State of Oklahoma)
) ss.
County of Washington)

This instrument was acknowledged before me on October ___, 2026, by Chris Batchelder, as President of the Bartlesville Development Authority.

_____
Notary Public

(seal)

Figure 4 **GA Development Area - Alternative Two**



0 300 600 Feet

Source: BVO Airport Layout Plan 2018
Bartlesville Development Authority-Buckland Surveying 2021
City of Bartlesville GIS City Maps 2023

BVO city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 7.e.j.
September 22, 2026
Prepared by Terry Lauritsen
Water Utilities Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receive the fiscal year 2025-2026 Chickasaw Wastewater Treatment Plant Annual Report

Attachments:
2025-2026 Veolia Water Annual Report

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

Veolia Water North America has been providing wastewater management, operation and maintenance services to the City of Bartlesville since 1986. Currently, Veolia operates the wastewater treatment plant and 20 lift stations. Attached is the annual report for these operations in accordance to the City's contract with Veolia. A few excerpts from the report are noted below.

- 1.851 billion gallons of wastewater was treated last fiscal year (July 2025 through June 2026);
- The average flow through the plant was 5.07 million gallons per day;
- Over 4.465 million gallons of Class B Biosolids were land applied, which is equivalent to 557.5 dry tons of material;

As part of the City's contract with Veolia, savings generated through operational efficiencies are returned to the City, a summary of the savings is below:

- Utility/Chemical savings – The contract is structure to incentivize operational efficiency to share savings from electrical (not including the fine bubble diffuser system), gas and chemical usage on a 75/25 split (the City's portion is 75%) as compared to these costs from the previous fiscal year. This year, the City's portion of these savings is $17,836.78.

- Fine Bubble Diffuser System – In 2000, the City and Veolia partnered to upgrade the aeration system to a fine bubble diffuser system. A fine bubble diffuser system requires significantly less electrical power for the blowers and the electrical savings were used to finance the upgrades - Veolia paid for the improvements and the City reimbursed Veolia through these savings. Once the upgrades were paid off, which occurred in 2009, then the City would receive the savings. These savings are calculated by comparing the FY 2025 - 2026 fiscal year aeration system electrical costs to the costs incurred on the aeration system in FY 1999-2000. This year the fine bubble diffuser system generated a savings of $128,512.68.

- Each fiscal year, a maintenance ceiling account is established in the budget, which is for repair/replacement of equipment, and structures. This year, the savings on this account was $3,832.65.

The total savings was $150,182.11. These funds are reinvested into the Wastewater Treatment Plant Capital Reserve fund to support future capital needs.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends receipt of the annual report.

2025 – 2026 Veolia Water Annual Report



Prepared By:
Jonathon Roberts
Regional Leader

VEOLIA

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EXECUTIVE SUMMARY

Veolia Water North America Central – LLC ("Veolia") is pleased to submit to the City of Bartlesville the 2025/2026 Chickasaw Wastewater Treatment Plant Annual Report.

Veolia has been providing management, operation and maintenance services to the City of Bartlesville since July 1, 1986 and stands ready to serve Bartlesville in the future.

We extend our sincere thanks to the City's staff and Council for the continuing support and for this unique opportunity to serve the citizens of Bartlesville.

Some of the achievements and milestones during the year of July 2025 through June 2026 are:

- The Plant treated 1.851 billion gallons of wastewater.
- Over 4.465 Million gallons equivalent to 557.5 dry tons of anaerobically stabilized and digested Class B Biosolids were land applied.
- Monitored five permitted industries which are Significant Industrial Users (SIU's).

1 - OPERATIONS

Operations direct responsibility is to safely operate the wastewater treatment facility and maintain compliance with the Oklahoma Pollution Discharge Elimination System ("OPDES") discharge. Process decisions are based on data reviewed daily and from this data adjustments to various process units are made. Weekly Process Control meetings are held with the Plant, Operations, Maintenance and Laboratory managers, to predict and monitor changes in the different process areas, and coordinate equipment shutdowns for repair and maintenance.

Operations Summary

The Chickasaw WWTP experienced flows above the plant design of seven million gallons per day (7 MGD) for 7 of the 12 months from July 1, 2025 through June 30, 2026.

Month	Monthly Average Flow (MGD)	Peak Daily Flow	Date of Peak Daily Flow (MGD)
Jul 2025	6.006	12.325	7/01/2025
Aug 2025	3.778	5.064	8/30/2025
Sep 2025	5.742	14.295	9/03/2025
Oct 2025	3.989	7.850	10/29/2025
Nov 2025	4.927	10.491	11/21/2025
Dec 2025	3.513	4.437	12/06/2025
Jan 2026	3.441	5.233	1/09/2026
Feb 2026	3.402	3.996	2/03/2026
Mar 2026	3.696	5.860	3/08/2026
Apr 2026	8.488	15.825	4/25/2026
May 2026	5.359	10.798	5/02/2026
Jun 2026	8.587	19.662	6/27/2026

Monthly average flows from July 1, 2025 to June 30, 2026 were 5.077 MGD. The monthly average flows for the previous three years were 4.944 MGD; 2,056,000 gallons/day under plant design flow capacity of 7 MGD.

Biochemical Oxygen Demand ("BOD") is a term that refers to the relative oxygen consumption capability of organisms and chemicals combined. During the year, influent loadings on the plant averaged 4,015 pounds of BOD per day. Plant design is 10,000 pounds per day. Effluent quality averaged 4.00 mg/l or 161 pounds per day. The discharge permit limit for BOD monthly average is 10 mg/l and 583.8 pounds per day.

Total Suspended Solids ("TSS") is a measure of non-filterable solid material in the influent and effluent. The influent loading averaged 8,205 pounds of TSS per day.

Influent average design capacity is 11,700. Plant effluent quality averaged 3.19 mg/l or 129 pounds per day. The discharge permit limit for TSS monthly average is 15 mg/l and 875.7 pounds per day.

NH3-N, Ammonia Nitrogen, is a measure of the common constituent within a wastewater system. The two most common sources of ammonia are human waste and biological degradation of organic material. To reduce ammonia to a more stable compound takes a neutral pH, a high amount of oxygen, and a controlled environment to grow a special bacterium for its reduction. The wastewater plant received an average of 693.5 pounds of ammonia per day. The plant effluent quality averaged 0.40 mg/l or 13.54 pounds per day. The discharge permit limit for NH3-N monthly average is 1 mg/l and 58.4 pounds per day.

2 - LABORATORY

LABORATORY PROCESS CONTROL

The laboratory, operated by Veolia, performs analyses of soil, sludge, wastewater, upstream and downstream river samples and septic tank wastes. The laboratory provides consistent analysis for the daily process control tests to support decisions on the plant operations and procedures.

The laboratory utilizes a computerized laboratory data management program to provide analytical reports to management staff for process control of the plant.

The laboratory is required to perform biannual ERA proficiency testing to maintain status as a Certified Laboratory.

SEPTIC HAULERS

In the past year the plant has received 278,200 gallons of septic tank waste. This averages out to 23,183.33 gallons per month which is a 11.35% decrease from the previous year.

3 - BIOSOLIDS

BIOSOLIDS

A total of 891 loads equaling 4,465,000 gallons (557.5 Dry Tons) of biosolids averaging 3.01% solids was land applied from July 1, 2025 to June 30, 2026.

4 - INDUSTRIAL WASTEWATER PRETREATMENT

INDUSTRIAL WASTEWATER PRETREATMENT

The Industrial Waste Regulatory Program is focused on protecting the environment, capital facilities, personnel, and the local community from possible adverse effects of industrial waste discharge.

It is the role of Veolia Water to identify existing problems and notify the Director of Water Utilities to determine what administrative enforcement requirements are necessary and assist the industries to resolve all non-compliance issues which may arise.

At present five facilities are permitted as Significant Industrial Users (SIU's).

R/3 Industrial
Phillips 66 Technology
Image First
Wal-Mart Distribution Center
Schlumberger Oilfield Services

These SUIs were sampled and inspected on the following dates:

SIU	Sampled	Inspected
R/3 Industrial	10/07-08/25	10/07/25
Phillips 66 Technology	10/07-08/25	10/07/25
Image First	10/08-09/25	10/08/25
Wal-Mart DC #7015	11/19-20/25	11/19/25
Schlumberger Oilfield Services	Permit Issued 6/15/26	10/03/25

5 - MAINTENANCE

The purpose of the maintenance program at the Chickasaw WWTP is to perform routine preventive, predictive, and corrective maintenance on all equipment to maintain equipment performance and longevity. This is accomplished through a computerized maintenance management program. This enables the plant and lift stations to operate as designed and to keep repair costs at a minimum while operating on a fixed ceiling maintenance budget.

Veolia has established corporate purchasing agreements with major providers of parts, materials, equipment and chemicals for operations, maintenance and repairs at substantial discounts. These discounts are passed on directly to the City as an added value.

Unusual and/or unanticipated maintenance expenditures for the year were:

- Generator replacement at Nebraska L/S.
- Clarifier #4 main drive failure.
- Replace 120' of the air line header.

Major Work Orders Completed this year include:
July 2025

- Replace main cable on Siphon #1.
- Unwire the flocculators and float system for the Tuxedo Ponds.
- Began quoting on the Nebraska Generator replacement.
- Replace hydro booster and brake master cylinder on little crane truck.
- Installed stainless chain on the pumps at the Hughes Fisher L/S.
- Annual maintenance on the grit chamber channel monster and auger monster.
- Install new effluent non-pot pump in the #3 slot.
- Coil replaced on Maple L/S pump #2.
- Replace brass insert for the influent valve to the east contact tank.
- Fasten and chemical grout the influent gate for Siphon #2 back to the wall.

- Adjust gears on chain drive for DAF after a fight became detached.
- Repair ASCO seal water shut off valves at the Shawnee L/S.

August 2025

- Replace bearings on the Effluent Non-Pot pump motors.
- Change the oil, tires, and wiring harness on the big crane.
- Replace 5 chain links on the DAF chain where the flights connect.
- 6 month oil change on Clarifier #4 completed.
- Install new Maple L/S ATS.
- Back up channel monster reassembled.
- Mixing pump #1 completed rebuild and put back into service.
- Heat Exchanger building exhaust fan repair and back into service.
- 2 new tires installed on semi #507.
- SCADA on site for Woodland, Limestone, and Virginia L/S communications.
- Fix T-Bar on Siphon #1 after the bolts corroded off.
- Replace 5 flights and 7 paddles on Primary Clarifier #1.
- Install new disconnect on Primary #1 out by gear box for easier accessibility.

September 2025

- Replace limit switches on Siphon #1
- Replace the motor and gear box oil change on Siphon #3.
- Siphon #2 sucking air. Had to Caulk to siphon tubes when couldn't locate the crack.
- Replace Siphon #2 pulley assembly on the drive side.
- Oil & filter change on truck #506.
- Replace charging system on Maple L/S generator.
- Bridal replacement on Siphon #3.
- Duct work and light replacement in the Shawnee L/S wetwell.
- Install new vents in the Plant FEB to prevent bubbles.
- Repair plant fence after break in.

October 2025

- Install new VFD in the belt room.
- Repair Shawnee Channel Monster after spare installed. Rocks came through.
- Rebuild truck #506 PTO pump and fix air leak.
- Remove chain links from the DAF chain.
- Replace 4 antennas for SCADA communication at our L/S's.
- Oil & filter change on truck #506.
- Install new T-Bar in Siphon #3.
- Remove Nebraska L/S generator to prepare for a new one to be installed.
- Shawnee Pump #3 had angle iron go through it. Pulled and rebuilt.
- Pull wire from our D.O. meters to the Ops room for SCADA upgrade.
- Install new filter and breakaway on the diesel pump.
- Replace rear end on truck 501.

November 2025

- Replace batteries and battery charger at Maple L/S Generator.
- 2 x 4's replaced on the fence at the Woodland L/S.
- Repair Primary Clarifier #3 after the pin came out of the chain.
- Replace union to the RAW drywell sump pump.

- Replace the 4” check valve on the DAF hose pump.
- Replace the keyway on the PTO pump for truck 512.
- Replace the East grit chamber bucket chain links.
- Finished replacement of the eyewash shower for the SO2 room.
- Oil and filter change on truck #513.
- Replace bridle and tension drive cable on Siphon #1.

December 2025

- Weld hydraulic ram back onto the Husky injection unit.
- Replace the diesel trailer pump.
- Repair the Maple L/S generator with a new control board.
- Install timers on the mixing pumps to improve digestion.
- Replace hydraulic hose on the Husky Injection Unit.
- Repair the manhole that the DAF effluent line feeds with ramneck.
- Leaf springs and king pin replaced on semi 506. Alignment performed in Tulsa.
- Electrical repair on the level transducer for the DAF. The 120v wire had a short.
- Replacement of Woodland SCADA that was fried in a lightning storm.
- Changed out the shoes on the DAF hose pump.
- Replace the sludge guides on the gravity belt thickener.
- Dewey Place L/S ragged up from a stick.
- Kept a semi emptying the wetwell at the Dewey Place L/S for pipe bursting project.

January 2026

- Fix scum trough on East contact tank after bolt sheared.
- Replaced booster pump on the Lab heater.
- Replace the shikanes and skikane bars on the GBT.
- Install a light fixture in the influent sample hut.
- Manage the pumps at the Dewey L/S to allow for inspection on pipe bursting.
- Replace head light on big crane truck.
- Replace hose on Primary Hose Pump #3.
- Replace brakes on Veolia Ford Ranger.
- Replace the thermostat on the shop heater.
- Replace tire on diesel fuel trailer.

February 2026

- Replace the Woodland L/S transfer switch.
- Replace wood, supports, and tail lights on a 16' trailer, prime and paint
- Replace the grit chamber supports in the East grit chamber.
- Repair the starter on the little crane truck.
- Install a battery maintainer on the little crane truck.
- Replace the lights in the stairwell of the Raw basement.
- Reset the coupler on Raw pump #1.
- Oil Change on Clarifier #4.
- Install new cutter bar, Impeller, and cutter nuts on Recirc Pump #2
- Replace Check Valve for Recirc Pump #2.
- Replace cable on Siphon #3.
- Annual Transfer Pump PM.
- Replace coupler on RAW Pump #3.

March 2026

- Lost Tuxedo SCADA due to lightning strike.
- Finished 6 month PM's on Shawnee and Tuxedo Channel Monsters.
- Oil change on trucks 505, 508, 509, and F150V
- Change the water pump on the Casino L/S generator.
- Lost clarifier #4 due to spur gear failure. (parts ordered, disassembled and ready)
- Annual PM on 11 exhaust fans throughout the plant.
- Replace the battery on the John Deere zero turn.
- Get the Snorkel man lift we received from Yukon back operational.
- Replace hammer on siphon #1 scum trough.
- Replace axle seal on semi #506.
- Replace the ball valves on siphon #3 priming tubes.
- Repair skimmer bar on siphon #3.

April 2026

- Remove catwalk and full drive on clarifier #4 with Taylor Crane.
- Install Clarifier #4 Drive and reinstall the catwalk. Back in service.
- Chain knocked into wetwell at Hillcrest L/S from surge of flow. Plugged pump.
- Replace hose on DAF hose pump.
- Put a new cement block on the DAF discharge manhole to prevent leaking.
- Replace vent fan motors on Tuxedo process pumps.
- Install a new bucket on the West grit chamber.
- Install new drive motor on Siphon #3.
- Replace lovejoy coupler on Raw pump #1.
- Scrape and clean old caulk and recaulk skylights in the main shop.
- Put new rails on Hillcrest Pump #3.
- New bearings on fan blade shaft for lab exhaust fan.
- Put the Limestone generator back into service after main breaker replacement.
- 6 Month maintenance on the Grit Chamber channel monster.
- Replace impeller and wear ring on Dewey Place L/S Pump #1.

May 2026

- Isolate and pull Shawnee Pump #3 due to the impeller dropping.
- Replace 120' of the 24" air line header.
- Move flocculators removed from clarifier #4 back to the bone yard.
- SCADA replacement at the Tuxedo L/S.
- Run wire to the valve at the Tuxedo L/S FEB so it can be controlled by SCADA.
- Use the rebuild kit for chlorine regulators to replace o-rings.
- Replace Impeller on 8th St. L/S.
- 6-month PM on blowers.
- Annual PM on plant exhaust fans.
- Window replacement on city mini ex.
- Set a pump at Sooner pool for the city.

June 2026

- Pulled and cleared blockage in pump #2 at Virginia L/S.
- Extended out the grit chute hole over the grit dumpster.
- Replace the mechanical seal on Raw Pump #3 and replace both main bearings.
- Put dirt around the new road over the replacement air line.

- Help the city with laying asphalt on the new section of road.
- Solenoid replacement for seal water on Raw #3.
- Begin new ride rail installation on Primary #1.
- Install a new generator at Nebraska L/S.
- Replace VEGA level controller at Herrick L/S.

ITEMS FOR FUTURE CONSIDERATION

Many items that could be listed here are being addressed in the future plant upgrade, which is currently in the engineering phase.

ANTICIPATED OR CONTINUED PROJECTS FOR 2025-2026

The following projects will require significant amounts of man-hours and or dollars to complete. They will be prioritized and completed as current available resources will allow.

- Replace the Tuxedo L/S FEB liner.
- Install PLC and communications for #3 blower discharge valve to actuate.
- Install new Nebraska generator.
- Repairs to the Plant FEB liner.

CAPITAL BUDGET ITEMS FOR FY 2026-2027

- Channel monster spare parts inventory.
- Lift station pump spare for Virginia or Dewey Place.
- Replace generator at either Covington or Silverlake.

6 - Safety

Safety is the number one priority at Veolia Water. Through daily safety reminders and monthly safety training, personnel are made aware of the proper procedures to follow and equipment to use to reduce the potential for a safety incident.

At the end of June 2026, the employees at the Chickasaw WWTP have worked a total of 19 years and 10 months with no lost time accidents to report.

- Employees are provided with hard hats, safety shoes, and safety glasses, and are required to wear personal protective equipment at all times while at the workplace. In addition, other safety and protective devices are provided, including but not limited to rubber boots, gloves, suits, self-contained breathing apparatus, and abatement equipment for hazardous chemical spills and leaks.
- Annual audits are conducted at the facility to monitor the safety program and to identify potential safety hazards. Monthly inspections are also conducted to assure compliance with safety policies and procedures.
- Housekeeping is a top priority at the Chickasaw WWTP to reduce and eliminate possible safety hazards

TRAINING

Operations, Maintenance and Safety training is of paramount importance to maintain a proficient and productive workforce for the City's facilities.

The quality of wastewater treatment is directly related to the qualifications, competence, and commitment of our staff. We place a strong emphasis on employee training to ensure and provide the City of Bartlesville with a quality operation.

In 2025-2026, over 594.5 hours of training were provided to the Chickasaw Wastewater Treatment Plant staff. That equates to 45.73 hours of training per person.

Training Hours

Safety Training – 330.5 Hrs. Technical & Other Training – 264 Hrs

APENDICE

A

ANNUAL COMPLIANCE

SUMMARY

ANNUAL COMPLIANCE SUMMARY

	EFFLUENT Flow (mgd)	Eff BOD (lbs/d)	Chl Eff BOD (mg/l)	7 Day BOD Average	Eff TSS (lbs/d)	Chl Eff TSS (mg/l)	7 Day TSS Average	EFF NH3 (lbs/d)	Chl Eff NH3 (mg/l)	7 Day NH3-3 Avg.	Eff pH	Eff DO (mg/l)	DECHLOR EFF MAX CL2 RES.	E. coli
	mgd	lbs/d	mg/l	mg/l	lbs/d	mg/l	mg/l	lbs/d	mg/l	mg/l	SU	mg/l	mg/l	(CFU/100 ml)
Month	5	110	91	546	109	92	547	113	93	548	102	101	232	168
Jul 2025	6.006	151	3.07	3.1	160	3.28	3.3	13.46	0.32	0.31	6.96	6.80	0.06	7
Aug 2025	3.778	105	3.31	3.3	91	3.05	3.0	15.39	0.49	0.50	6.88	6.28	0.06	12
Sep 2025	5.742	139	2.85	2.8	133	2.69	2.7	17.39	0.36	0.34	7.02	6.72	0.06	24
Oct 2025	3.989	128	3.81	3.8	92	2.69	2.7	11.80	0.42	0.44	6.97	6.77		
Nov 2025	4.927	159	4.06	4.1	92	2.28	2.3	17.42	0.54	0.54	7.01	7.30		
Dec 2025	3.513	120	4.09	4.0	47	1.59	1.6	4.27	0.15	0.15	6.96	7.36		
Jan 2026	3.441	134	4.63	4.8	97	3.22	3.4	18.87	0.67	0.73	7.02	7.21		
Feb 2026	3.402	123	4.31	4.3	111	3.89	3.9	9.17	0.32	0.32	6.97	7.13		
Mar 2026	3.696	161	5.29	5.1	184	6.06	5.7	6.29	0.20	0.20	6.97	7.11		
Apr 2026	8.488	292	4.49	4.6	234	4.00	4.3	21.81	0.31	0.30	6.97	7.17		
May 2026	5.359	142	3.50	3.5	98	2.45	2.5	19.60	0.48	0.49	7.03	7.24	0.06	9
Jun 2026	8.587	280	4.06	4.1	210	3.09	3.1	7.00	0.10	0.11	6.93	7.06	0.05	36
Minimum	3.402	105	2.85	2.8	47	1.59	1.6	4.27	0.10	0.11	6.88	6.28	0.05	7
Maximum	8.587	292	5.29	5.1	234	6.06	5.7	21.81	0.67	0.73	7.03	7.36	0.06	36
Total	60.929	1,935	47.46	47.5	1,548	38.28	38.5	162.48	4.37	4.42	83.68	84.16	0.30	88
Average	5.077	161	3.96	4.0	129	3.19	3.2	13.54	0.36	0.37	6.97	7.01	0.06	18
PERMIT		**583.8**	**10**	**15**	**875.7**	**15**	**22.5**	**58.4**	**1**	**1.5**	**6.5-9**	**>6**	**<0.09**	**126**

APENDICE

B

COMPENSATION ADJUSTMENT

2026-2027

Veolia Water North America

Bartlesville, Oklahoma

COMPENSATION ADJUSTMENT

Compensation Adjustment

CPI - U (All Items Index, 1967=100)
Per Bureau of Labor Statistics

Feb-26	**978.904**
Feb-25	**955.829**
Rate of Change:	**23.075**
Percent Change:	**2.414%**

Electrical Rate of Change		**Cost / KWH**
$/KWH	**Mar 2025 - Feb 2026**	**0.09595**
$/KWH	**Mar 2024 - Feb 2025**	**0.08490**
Rate Change		**0.01105**
% Change		**13.015%**

INDEX	WEIGHT	CHANGE	WEIGHTED
CPI-U	**75%**	**2.414%**	**1.811%**
ELECTRICAL	**25%**	**13.015%**	**3.254%**

% ANNUAL INCREASE / DECREASE	**5.064%**
ANNUAL O&M SERVICE FEE (July 2025)	**$2,829,014.76**
ANNUAL O&M FEE INCREASE / DECREASE	**$143,273.45**
ANNUAL O&M SERVICE FEE (July 2026)	**$2,972,288.21**

MONTHLY O&M SERVICE FEE (July 2026)	**$247,690.68**

MAINTENANCE CEILING ADJUSTMENT

July 2025 - June 2026:	**$196,533.51**
% CPI CHANGE:	**2.414%**
INCREASE:	**$4,744.58**
2026 - 2027 ANNUAL CEILING:	**$201,278.09**
MONTHLY CEILING MAINTENANCE: **(July 2026 - June 2027)**	**$16,773.17**

Electrical rate = total electrical cost/total Kwh.

APENDICE

C

ELECTRICAL RATE ANALYSIS

Plant Electric	KWH	25/26 Cost	Rate
Mar-25	197200	$13,541.76	0.06867
Apr-25	174800	$14,761.94	0.08445
May-25	177200	$14,956.67	0.084406
Jun-25	184800	$15,450.11	0.083604
Jul-25	187600	$16,703.00	0.089035
Aug-25	173200	$16,083.68	0.092862
Sep-25	180000	$16,576.86	0.092094
Oct-25	166800	$13,792.23	0.082687
Nov-25	158800	$13,330.14	0.083943
Dec-25	187600	$14,936.29	0.079618
Jan-26	163200	$13,734.78	0.084159
Feb-26	165600	$13,899.84	0.083936
Plant Totals	**2116800**	**$177,767.30**	**$0.08398**

Lift Electric	KWH	25/26 Cost	Rate	Multi-billing		Nebraska		Woodland	
Mar-25	93392	$8,616.63	0.092263	2674	$351.38	2428	$215.41	4351	$332.68
Apr-25	168414	$16,312.90	0.096862	4410	$501.10	3809	$348.58	8267	$677.73
May-25	112482	$14,653.82	0.130277	4092	$486.55	2696	$366.80	4768	$633.60
Jun-25	158463	$20,576.30	0.129849	5547	$810.35	2792	$379.19	5733	$757.91
Jul-25	77161	$11,259.87	0.145927	4237	$623.71	1092	$173.99	2133	$311.03
Aug-25	71488	$10,903.97	0.152529	1904	$358.44	1671	$255.30	3212	$469.97
Sep-25	76859	$11,622.87	0.151223	2671	$490.43	1162	$188.14	2287	$341.93
Oct-25	69002	$7,992.92	0.115836	1898	$357.32	1405	$171.77	2500	$251.37
Nov-25	76156	$8,151.11	0.107032	2533	$362.57	1384	$170.17	3062	$292.11
Dec-25	68002	$6,988.04	0.102762	2015	$265.31	1049	$141.90	2428	$245.76
Jan-26	64323	$6,784.18	0.105471	2689	$405.77	930	$131.34	2488	$252.89
Feb-26	58933	$6,501.19	0.110315	2395	$346.93	950	$133.43	2335	$241.88
Lift Station Totals	**1094675**	**$130,363.80**	**$0.119089**						

Final Numbers	**3211475**	**$308,131.10**	**$0.095947**
	KWH	25/26 Cost	Rate

12th Pl.		Comanche		Shawnee		Golf Course		HC		DP	
45	$25.40	217	$57.06	28800	$2,670.92	10802	$948.79	10695	$719.54	343	$67.72
99	$31.26	282	$66.19	59760	$5,891.95	17735	$1,582.02	18902	$1,462.93	998	$136.19
32	$25.29	202	$62.05	37320	$4,841.08	11541	$1,416.10	11727	$1,529.73	372	$81.80
73	$30.09	288	$72.06	61080	$7,643.44	16734	$1,819.99	17009	$2,209.92	820	$133.85
23	$24.46	145	$56.60	28680	$4,092.82	10292	$1,417.11	9755	$1,352.22	319	$78.17
27	$25.59	89	$50.92	22800	$3,350.87	8434	$1,227.66	8146	$1,198.70	304	$78.24
77	$32.15	156	$59.77	30480	$4,442.58	9915	$1,401.63	8684	$1,259.79	269	$74.20
33	$25.53	112	$50.79	24000	$2,542.77	8077	$856.89	6956	$763.05	296	$68.72
41	$26.31	179	$57.31	26040	$2,601.89	9739	$966.93	8213	$820.12	370	$75.93
39	$26.12	263	$65.51	22560	$1,941.18	7870	$828.45	6692	$623.02	361	$75.06
37	$25.93	252	$64.60	22080	$2,025.29	7173	$772.29	5947	$629.16	360	$75.24
32	$25.43	199	$59.41	20040	$2,047.44	6470	$630.31	5390	$558.42	285	$67.89

Silver Lake		Walmart		Covington		Maple		Limestone Basin		8th St.	
1487	$158.03	1040	$132.91	1798	$176.99	4071	$315.60	27	$40.09	234	$58.47
3923	$357.02	1280	$150.85	2044	$218.26	6260	$449.09	29	$40.26	382	$75.94
1274	$186.54	1280	$167.62	1692	$237.51	6878	$575.17	29	$40.62	240	$66.47
2888	$391.55	1120	$174.10	2194	$302.18	8209	$1,076.71	25	$40.69	346	$78.80
977	$159.72	1120	$175.29	1598	$237.95	3655	$490.31	26	$40.83	192	$62.42
1128	$182.94	960	$162.23	1777	$269.02	1743	$257.76	27	$41.14	197	$64.66
1070	$176.38	960	$167.76	1691	$258.11	3037	$447.41	27	$42.47	273	$74.71
923	$129.83	1040	$179.15	1669	$190.94	2368	$353.32	27	$42.47	220	$61.33
1231	$159.05	1280	$167.19	1744	$196.34	3062	$292.26	26	$41.59	271	$66.28
1198	$156.59	1520	$183.93	1963	$212.00	3573	$329.23	35	$42.43	267	$65.90
1142	$152.21	1360	$171.88	1767	$199.74	2972	$285.26	43	$43.15	296	$68.95
1016	$139.94	1200	$161.83	1784	$201.20	2816	$277.07	32	$42.11	214	$60.88

Tuxedo		Hughes Fisher		Polaris		Casino	
22260	$2,046.50	1017	$124.97	235	$58.56	868	$115.61
37860	$3,982.91	1127	$148.81	442	$81.84	805	$109.97
26280	$3,594.06	1025	$157.64	221	$64.25	813	$120.94
31620	$4,306.95	974	$151.74	295	$72.89	716	$123.89
11400	$1,662.89	581	$110.64	195	$62.80	741	$126.91
17340	$2,572.44	802	$142.20	151	$58.80	776	$137.09
12480	$1,837.15	763	$137.23	153	$59.41	704	$131.62
15540	$1,610.90	913	$128.88	171	$56.54	854	$151.35
14760	$1,515.83	1087	$145.78	244	$63.67	890	$129.78
13800	$1,431.81	1121	$148.89	258	$65.01	990	$139.94
12420	$1,125.00	1042	$142.37	238	$63.23	1087	$149.88
11760	$1,185.93	979	$136.28	181	$57.66	855	$127.15

APENDICE

D

REBATE SUMMARY

25/26 Rebate Summary

Shared Savings = **$17,836.78**

	Total	City's Share(75%)	Units Saved	Cost	Rate
Elect. Plant	$14,013.23	$11,509.92	159,200	$180,411.47	$0.08802
Elect. Pump	$18,104.32	$13,578.24	143,638	$122,341.58	$0.12604
Chlorine	$0.00	$0.00	0	$4,170.00	$1.04250
Sulfur Dioxide	-$1,250.00	-$937.50	-2,000	$1,250.00	$0.6250
Natural Gas	-$1,487.17	-$1,115.38	-49.535	$8,808.28	$30.02
Polymer (Sludge)	-$5,598.00	-$4,198.50	-3600	$11,196.00	$1.56
Polymer (Process)	$0.00	$0.00	0	$0.00	$0.00
Antifoam	$0.00	$0.00	0	$0.00	$0.00
Total	$23,782.37	$17,836.78			

Fine Bubble Diffuser Savings = **$128,512.68**

	25/26 KWH Reduction	%	Savings Cost / KWH
Jul-25	120,400	52.6%	$10,719.81
Aug-25	113,000	50.9%	$10,493.41
Sep-25	105,300	50.4%	$9,697.50
Oct-25	110,400	49.6%	$9,128.64
Nov-25	116,300	54.4%	$9,762.57
Dec-25	126,300	55.4%	$10,055.75
Jan-26	132,000	56.0%	$11,108.99
Feb-26	117,500	55.5%	$9,862.48
Mar-26	131,000	56.3%	$11,235.48
Apr-26	136,600	59.7%	$12,330.20
May-26	111,900	46.5%	$10,413.97
Jun-26	138,900	61.7%	$13,703.87

Totals	1,459,600	**$128,512.68**

Maintenance Ceiling Budget=	$196,533.48
Maintenance Ceiling Cost =	$192,700.83
Maintenance Surplus =	**$3,832.65**

Totals

$17,836.78	Shared Savings
$128,512.68	Fine Bubble Diffuser Savings
$3,832.65	Repair and Maintenance
$150,182.11	**Balance Due to BARTLESVILLE for the spending on Ceiling Maintenance, shared savings, and fine bubble diffuser savings.**

APENDICE

E

SHARED SAVINGS

	Total	City's Share (75%)	Units Saved	Cost	Rate
Elect. Plant	$14,013.23	$10,509.92	159200	$180,411.47	$0.08802
Elect. Pump	$18,104.32	$13,578.24	143638	$122,341.58	$0.12604
Chlorine	$0.00	$0.00	0	$4,170.00	$1.04250
Sulfur Dioxide	-$1,250.00	-$937.50	-2000	$1,250.00	$0.6250
Natural Gas	-$1,487.17	-$1,115.38	-49.535	$8,808.28	$30.02
Polymer (Sludge)	-$5,598.00	-$4,198.50	-3600	$11,196.00	$1.56
Polymer (Process)	$0.00	$0.00	0	$0.00	$0.00
Antifoam	$0.00	$0.00	0	$0.00	
Total	$23,782.37	$17,836.78			

Plant Electric	KWH	Baseline	Delta	25/26 Cost	Rate
Jul-25	187600	196800	9200	$16,703.00	0.089035
Aug-25	173200	174000	800	$16,083.68	0.092862
Sep-25	180000	174000	-6000	$16,576.86	0.092094
Oct-25	166800	180000	13200	$13,792.23	0.082687
Nov-25	158800	167200	8400	$13,330.14	0.083943
Dec-25	187600	212400	24800	$14,936.29	0.079618
Jan-26	163200	189600	26400	$13,734.78	0.084159
Feb-26	165600	180800	15200	$13,899.84	0.083936
Mar-26	154000	197200	43200	$13,208.16	0.085767
Apr-26	156800	174800	18000	$14,153.55	0.090265
May-26	202000	177200	-24800	$18,799.23	0.093065
Jun-26	154000	184800	30800	$15,193.71	0.098660
	2049600	2208800	159200	$180,411.47	0.088023

Lift Electric	KWH	Baseline	Delta	25/26 Cost	Rate	Multi-billing		Nebraska		Woodland		Silver Lake	
Jul-25	77161	64707	-12454	$11,259.87	0.145927	4237	$623.71	1092	$173.99	2133	$311.03	977	$159.72
Aug-25	71488	53713	-17775	$10,903.97	0.152529	1904	$358.44	1671	$255.30	3212	$469.97	1128	$182.94
Sep-25	76859	55249	-21610	$11,622.87	0.151223	2671	$490.43	1162	$188.14	2287	$341.93	1070	$176.38
Oct-25	69002	58078	-10924	$7,992.92	0.115836	1898	$357.32	1405	$171.77	2500	$251.37	923	$129.83
Nov-25	76156	127635	51479	$8,151.11	0.107032	2533	$362.57	1384	$170.17	3062	$292.11	1231	$159.05
Dec-25	68002	74362	6360	$6,988.04	0.102762	2015	$265.31	1049	$141.90	2428	$245.76	1198	$156.59
Jan-26	64323	64655	332	$6,784.18	0.105471	2689	$405.77	930	$131.34	2488	$252.89	1142	$152.21
Feb-26	58933	83135	24202	$6,501.19	0.110315	2395	$346.93	950	$133.43	2335	$241.88	1016	$139.94
Mar-26	71839	93392	21553	$8,050.00	0.112056	2063	$313.81	1399	$172.77	3252	$309.58	1363	$170.10
Apr-26	128623	168414	39791	$13,948.16	0.108442	4069	$542.13	2349	$254.71	5415	$496.50	2166	$240.28
May-26	82276	112482	30206	$11,228.25	0.136471	3266	$446.39	1783	$261.32	3704	$521.04	1144	$179.58
Jun-26	125985	158463	32478	$18,911.02	0.150105	3335	$531.35	2814	$444.90	4861	$751.36	1945	$314.78
	970647	1114285	143638	$122,341.58	0.126041								

Walmart		Covington		Maple		Limestone Basin		8th St.		12th Pl.		Comanche		Shawnee	
1120	$175.29	1598	$237.95	3655	$490.31	26	$40.83	192	$62.42	23	$24.46	145	$56.60	28680	$4,092.82
960	$162.23	1777	$269.02	1743	$257.76	27	$41.14	197	$64.66	27	$25.59	89	$50.92	22800	$3,350.87
960	$167.76	1691	$258.11	3037	$447.41	27	$42.47	273	$74.71	77	$32.15	156	$59.77	30480	$4,442.58
1040	$179.15	1669	$190.94	2368	$353.32	27	$42.47	220	$61.33	33	$25.53	112	$50.79	24000	$2,542.77
1280	$167.19	1744	$196.34	3062	$292.26	26	$41.59	271	$66.28	41	$26.31	179	$57.31	26040	$2,601.89
1520	$183.93	1963	$212.00	3573	$329.23	35	$42.43	267	$65.90	39	$26.12	263	$65.51	22560	$1,941.18
1360	$171.88	1767	$199.74	2972	$285.26	43	$43.15	296	$68.95	37	$25.93	252	$64.60	22080	$2,025.29
1200	$161.83	1784	$201.20	2816	$277.07	32	$42.11	214	$60.88	32	$25.43	199	$59.41	20040	$2,047.44
960	$138.30	1796	$202.07	2555	$258.11	27	$41.63	190	$58.54	30	$25.24	128	$52.43	18240	$1,868.82
1200	$162.61	1827	$213.54	5927	$507.12	29	$41.83	309	$71.82	65	$29.01	228	$63.43	46440	$4,922.56
1040	$154.11	1912	$278.76	4590	$431.44	28	$41.88	229	$67.79	33	$26.30	133	$56.04	22680	$2,953.23
1120	$182.58	1794	$292.18	4337	$606.63	25	$42.02	296	$86.19	58	$33.75	222	$66.95	42360	$6,416.51

Golf Course		HC		DP		Tuxedo		Hughes Fisher		Polaris		Casino	
10292	$1,417.11	9755	$1,352.22	319	$78.17	11400	$1,662.89	581	$110.64	195	$62.80	741	$126.91
8434	$1,227.66	8146	$1,198.70	304	$78.24	17340	$2,572.44	802	$142.20	151	$58.80	776	$137.09
9915	$1,401.63	8684	$1,259.79	269	$74.20	12480	$1,837.15	763	$137.23	153	$59.41	704	$131.62
8077	$856.89	6956	$763.05	296	$68.72	15540	$1,610.90	913	$128.88	171	$56.54	854	$151.35
9739	$966.93	8213	$820.12	370	$75.93	14760	$1,515.83	1087	$145.78	244	$63.67	890	$129.78
7870	$828.45	6692	$623.02	361	$75.06	13800	$1,431.81	1121	$148.89	258	$65.01	990	$139.94
7173	$772.29	5947	$629.16	360	$75.24	12420	$1,125.00	1042	$142.37	238	$63.23	1087	$149.88
6470	$630.31	5390	$558.42	285	$67.89	11760	$1,185.93	979	$136.28	181	$57.66	855	$127.15
10100	$1,040.23	8845	$951.88	443	$83.47	18420	$2,040.73	993	$137.66	218	$61.30	817	$123.33
14311	$1,417.30	14118	$1,437.69	504	$92.00	27720	$3,135.74	919	$134.97	266	$67.37	761	$117.55
11005	$1,445.54	10390	$1,436.84	331	$80.24	18240	$2,524.32	774	$134.36	198	$63.99	796	$125.08
16206	$2,054.27	15664	$2,054.42	614	$128.97	28560	$4,539.60	797	$153.60	256	$80.83	721	$130.13

Natural Gas	MCF	Baseline	Delta	25/26 Cost	Rate	Plant		Nebraska		Woodland	
Jul-25	6.170	3.174	-2.996	$639.54	103.65	2.261	$197.24	0.000	$30.07	0.208	$32.49
Aug-25	4.342	3.844	-0.498	$622.56	143.38	1.855	$194.51	0.000	$30.07	1.045	$42.25
Sep-25	3.529	3.551	0.022	$611.62	173.31	1.972	$195.37	0.000	$30.40	0.000	$30.07
Oct-25	7.229	4.713	-2.516	$641.65	88.76	5.577	$224.70	0.000	$29.58	0.000	$29.58
Nov-25	40.402	29.068	-11.334	$795.43	19.69	38.955	$382.09	0.000	$29.58	0.521	$34.78
Dec-25	51.797	60.827	9.030	$865.55	16.71	51.178	$460.51	0.000	$29.58	0.000	$29.58
Jan-26	108.452	53.603	-54.849	$1,158.03	10.68	107.306	$808.77	0.000	$29.58	0.211	$31.92
Feb-26	40.061	53.622	13.561	$869.02	21.69	38.917	$459.17	0.000	$29.58	0.210	$32.05
Mar-26	11.234	6.029	-5.205	$677.76	60.33	9.670	$258.21	0.000	$29.91	0.316	$33.81
Apr-26	4.536	3.691	-0.845	$610.90	134.68	2.678	$198.95	0.000	$29.14	0.313	$32.68
May-26	5.015	16.436	11.421	$617.65	123.16	2.555	$197.46	0.000	$29.14	0.518	$34.86
Jun-26	10.621	5.295	-5.326	$698.57	65.77	2.144	$203.52	0.613	$38.99	0.310	$33.10
	293.388	243.853	-49.535	$8,808.28	$30.02						

Silver Lake		Walmart		Limestone		Maple		Covington		Casino	
0.103	$31.26	0	$17.80	0.000	$45.73	2.570	$59.93	0.103	$33.24	0.925	$191.78
0.206	$32.47	0	$17.80	0.000	$46.30	0.309	$33.67	0.309	$35.87	0.618	$189.62
0.104	$31.28	0	$17.80	0.000	$45.74	0.519	$36.14	0.104	$33.67	0.830	$191.15
0.620	$37.35	0	$17.80	0.000	$45.24	0.516	$35.70	0.000	$29.58	0.516	$192.12
0.206	$31.61	0	$17.80	0.000	$45.24	0.000	$29.58	0.206	$33.75	0.514	$191.00
0.000	$29.58	0	$17.80	0.000	$45.24	0.516	$34.78	0.000	$29.58	0.103	$188.90
0.104	$30.72	0	$17.80	0.000	$45.24	0.000	$29.58	0.104	$32.70	0.727	$131.72
0.104	$30.79	0	$14.80	0.000	$45.24	0.311	$33.23	0.104	$32.82	0.415	$191.34
0.104	$30.85	0	$17.80	0.000	$45.24	0.208	$32.14	0.312	$36.60	0.624	$193.20
0.206	$31.47	0	$17.80	0.000	$44.80	0.309	$32.63	0.103	$32.28	0.927	$191.15
0.102	$30.27	0	$17.80	0.000	$44.80	0.409	$33.66	0.409	$35.96	1.022	$193.70
0.102	$30.80	0	$17.80	0.000	$45.33	0.000	$29.67	4.594	$86.96	2.858	$212.40

Chlorine	Pounds	Baseline	Delta	25/26 Cost	Rate
Jul-25	0	0	0	$0.00	$0.00
Aug-25	0	0	0	$0.00	$0.00
Sep-25	2000	2000	0	$2,050.00	$1.03
Oct-25	0	0	0	$0.00	$0.00
Nov-25	0	0	0	$0.00	$0.00
Dec-25	0	0	0	$0.00	$0.00
Jan-26	0	0	0	$0.00	$0.00
Feb-26	0	0	0	$0.00	$0.00
Mar-26	0	0	0	$0.00	$0.00
Apr-26	0	2000	2000	$0.00	$0.00
May-26	0	0	0	$0.00	$0.00
Jun-26	2000	0	-2000	$2,120.00	$1.06
	4000	4000	0	$4,170.00	$1.04

Polymer	Lbs	Baseline	Delta	25/26 Cost	Rate
Jul-25	1800	0	-1800	$2,808.00	1.5600
Aug-25	0	0	0	$0.00	0.0000
Sep-25	0	0	0	$0.00	0.0000
Oct-25	1800	0	-1800	$2,808.00	1.5600
Nov-25	1800	0	-1800	$2,808.00	1.5600
Dec-25	0	0	0	$0.00	0.0000
Jan-26	0	0	0	$0.00	0.0000
Feb-26	0	1800	1800	$0.00	0.0000
Mar-26	1800	0	-1800	$2,772.00	1.5400
Apr-26	0	0	0	$0.00	0.0000
May-26	0	1800	1800	$0.00	0.0000
Jun-26	0	0	0	$0.00	0.0000
	7200	3600	-3600	$11,196.00	$1.56

Sulfur Dioxide	Pounds	Baseline	Delta	25/26 Cost	Rate
Jul-25	2000	0	-2000	$1,250.00	$0.63
Aug-25	0	0	0	$0.00	$0.00
Sep-25	0	0	0	$0.00	$0.00
Oct-25	0	0	0	$0.00	$0.00
Nov-25	0	0	0	$0.00	$0.00
Dec-25	0	0	0	$0.00	$0.00
Jan-26	0	0	0	$0.00	$0.00
Feb-26	0	0	0	$0.00	$0.00
Mar-26	0	0	0	$0.00	$0.00
Apr-26	0	0	0	$0.00	$0.00
May-26	0	0	0	$0.00	$0.00
Jun-26	0	0	0	$0.00	$0.00
	2000	0	-2000	$1,250.00	$0.63

APENDICE

F

FINE BUBBLE DIFFUSER SAVINGS

Fine Bubble Diffuser Savings

BASELINE

2001 BLOWER ELECTRICAL COST

2001 Month	Blower KWH	Actual $/KWH	Monthly $Cost
Jan-01	235,800	$0.0494993	$11,671.93
Feb-01	211,900	$0.0578418	$12,256.67
Mar-01	232,700	$0.0597276	$13,898.61
Apr-01	229,000	$0.0607310	$13,907.40
May-01	240,400	$0.0601067	$14,449.64
Jun-01	225,000	$0.0564393	$12,698.84
Jul-01	228,800	$0.0560895	$12,833.28
Aug-01	222,000	$0.0571088	$12,678.15
Sep-01	208,900	$0.0282903	$5,909.84
Oct-01	222,400	$0.0276361	$6,146.26
Nov-01	213,600	$0.0281237	$6,007.22
Dec-01	227,800	$0.0329580	$7,507.83
Totals	2,698,300	$0.5745519	$129,965.66
Average	224,858	$0.0478793	$10,830.47

2025/2026 BLOWER ELECTRICAL COST

ACTUAL YTD

25/26 Month	Blower KWH	Actual $/KWH	Monthly $Cost
Jan-26	103,800	0.084159	$8,735.70
Feb-26	94,400	0.083936	$7,923.56
Mar-26	101,700	0.085767	$8,722.50
Apr-26	92,400	0.090265	$8,340.49
May-26	128,500	0.093065	$11,958.85
Jun-26	86,100	0.098660	$8,494.63
Jul-25	108,400	0.089035	$9,651.39
Aug-25	109,000	0.092862	$10,121.96
Sep-25	103,600	0.092094	$9,540.94
Oct-25	112,000	0.082687	$9,260.94
Nov-25	97,300	0.083943	$8,167.65
Dec-25	101,500	0.079618	$8,081.23
Totals	1,238,700		$108,999.85
Average	103,225	$0.088008	$9,083.32

KWH & COST SAVINGS

	25/26 KWH Reduction	%	Savings @ 25/26 Cost / KWH
Jan	132,000	56.0%	$11,108.99
Feb	117,500	55.5%	$9,862.48
Mar	131,000	56.3%	$11,235.48
Apr	136,600	59.7%	$12,330.20
May	111,900	46.5%	$10,413.97
Jun	138,900	61.7%	$13,703.87
Jul	120,400	52.6%	$10,719.81
Aug	113,000	50.9%	$10,493.41
Sep	105,300	50.4%	$9,697.50
Oct	110,400	49.6%	$9,128.64
Nov	116,300	54.4%	$9,762.57
Dec	126,300	55.4%	$10,055.75
		54.1%	
Total $ Savings =			**$128,512.68**
1,459,600	**=**		**YTD KWH SAVED**

APENDICE

G

MAINTENANCE CEILING

(Repair & Maintenance)

RECONCILIATION

Bartlesville R & M BUDGET 2025-2026

		ACTUAL		BUDGETED		Monthly Running Total
Early Posting	$	-			$	-
Jul-25	$	19,725.15		(16,377.79)	$	3,347.36
Aug-25	$	15,322.08		(16,377.79)	$	(1,055.71)
Sep-25	$	10,319.84		(16,377.79)	$	(6,057.95)
Oct-25	$	14,700.90		(16,377.79)	$	(1,676.89)
Nov-25	$	5,812.85		(16,377.79)	$	(10,564.94)
Dec-25	$	11,041.71		(16,377.79)	$	(5,336.08)
Jan-26	$	4,837.29		(16,377.79)	$	(11,540.50)
Feb-26	$	32,333.04		(16,377.79)	$	15,955.25
Mar-26	$	2,921.01		(16,377.79)	$	(13,456.78)
Apr-26	$	13,069.96		(16,377.79)	$	(3,307.83)
May-26	$	6,841.87		(16,377.79)	$	(9,535.92)
Jun-26	$	55,775.13		(16,377.79)	$	39,397.34
	$	**192,700.83**	**$**	**(196,533.48)**	**$**	**(3,832.65)**
	% of budget spent		**98%**			

APENDICE

H

BIOSOLIDS LAND APPLICATION

Annual Biosolids Land Applied

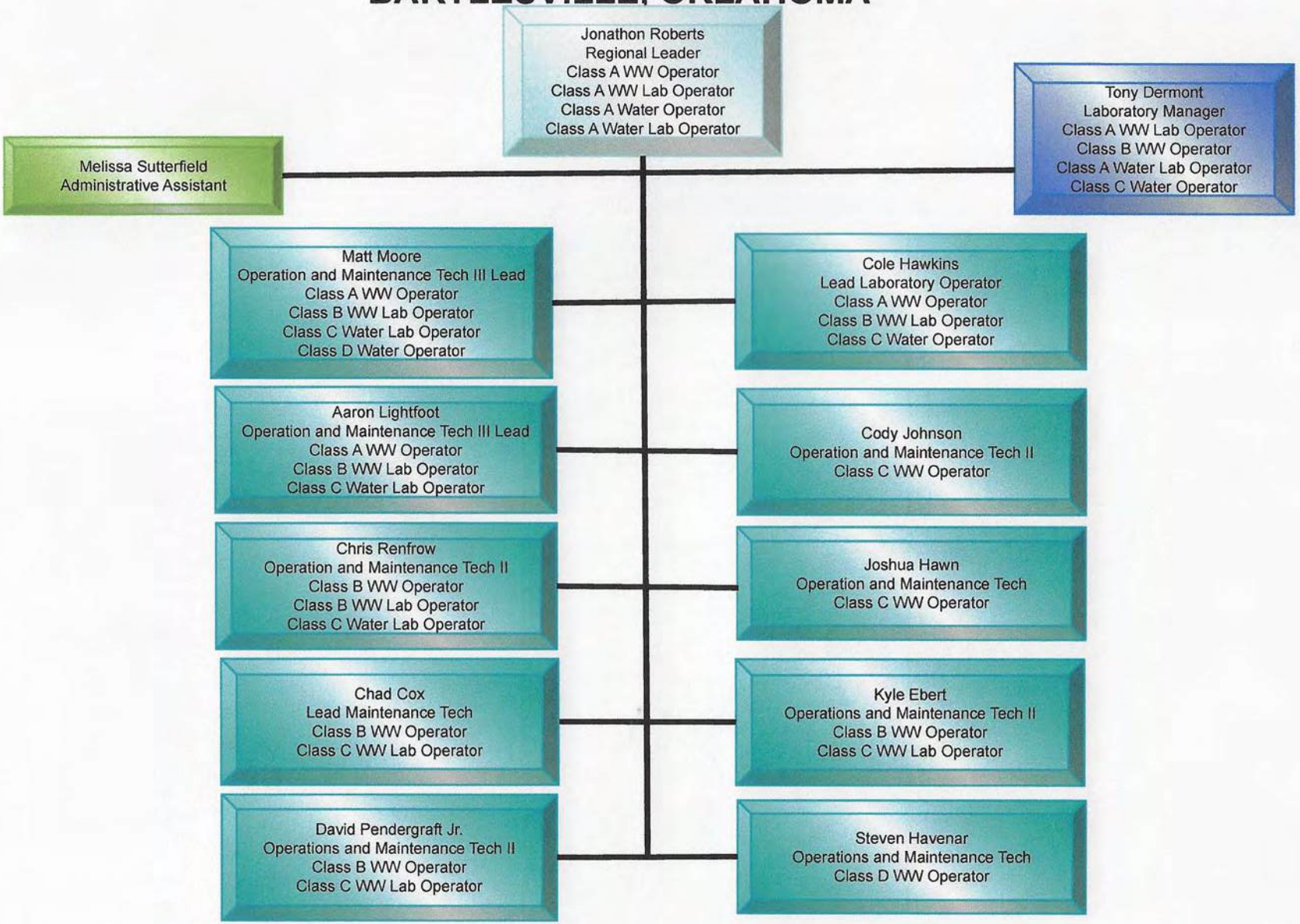
Month	AVG %TS OF TRK LOAD % 363	Sludge Land Applied Tons 567	METRIC TONS OF SLUDGE DISPOSED Tons 817	Sludge Land Applied Gal KGAL 568	Sldg Loads/Day Lds 151	Total Tons to Dig/day Tons 505	Total MTons Sludge to Digesters MTons 582
Jul 2025	2.60	47.9	43.4	425	85	101.3	91.9
Aug 2025	3.21	57.2	51.9	425	85	91.8	83.3
Sep 2025	2.98	32.0	29.1	265	51	72.4	65.7
Oct 2025	3.55	24.3	22.1	165	33	153.6	139.4
Nov 2025	3.48	40.6	36.9	290	58	177.9	161.4
Dec 2025	3.26	87.5	79.3	640	128	140.5	127.4
Jan 2026	3.10	77.5	70.3	595	119	82.8	75.1
Feb 2026	2.76	51.1	46.4	445	89	103.8	94.2
Mar 2026	2.71	40.6	36.9	360	72	109.2	99.1
Apr 2026	3.00	23.0	20.9	190	38	81.3	73.8
May 2026	2.74	32.5	29.5	285	57	105.7	95.9
Jun 2026	2.73	43.3	39.3	380	76	102.2	92.7
Minimum	2.60	23.0	20.9	165	33	72.4	65.7
Maximum	3.55	87.5	79.3	640	128	177.9	161.4
Total	36.10	557.5	505.8	4,465	891	1,322.4	1,199.7
Average	3.01	46.5	42.2	372	74	110.2	100.0

APENDICE

I

FACILITY ORGANIZATION CHART

VEOLIA WATER
CHICKASAW WASTEWATER PROJECT
BARTLESVILLE, OKLAHOMA



APENDICE

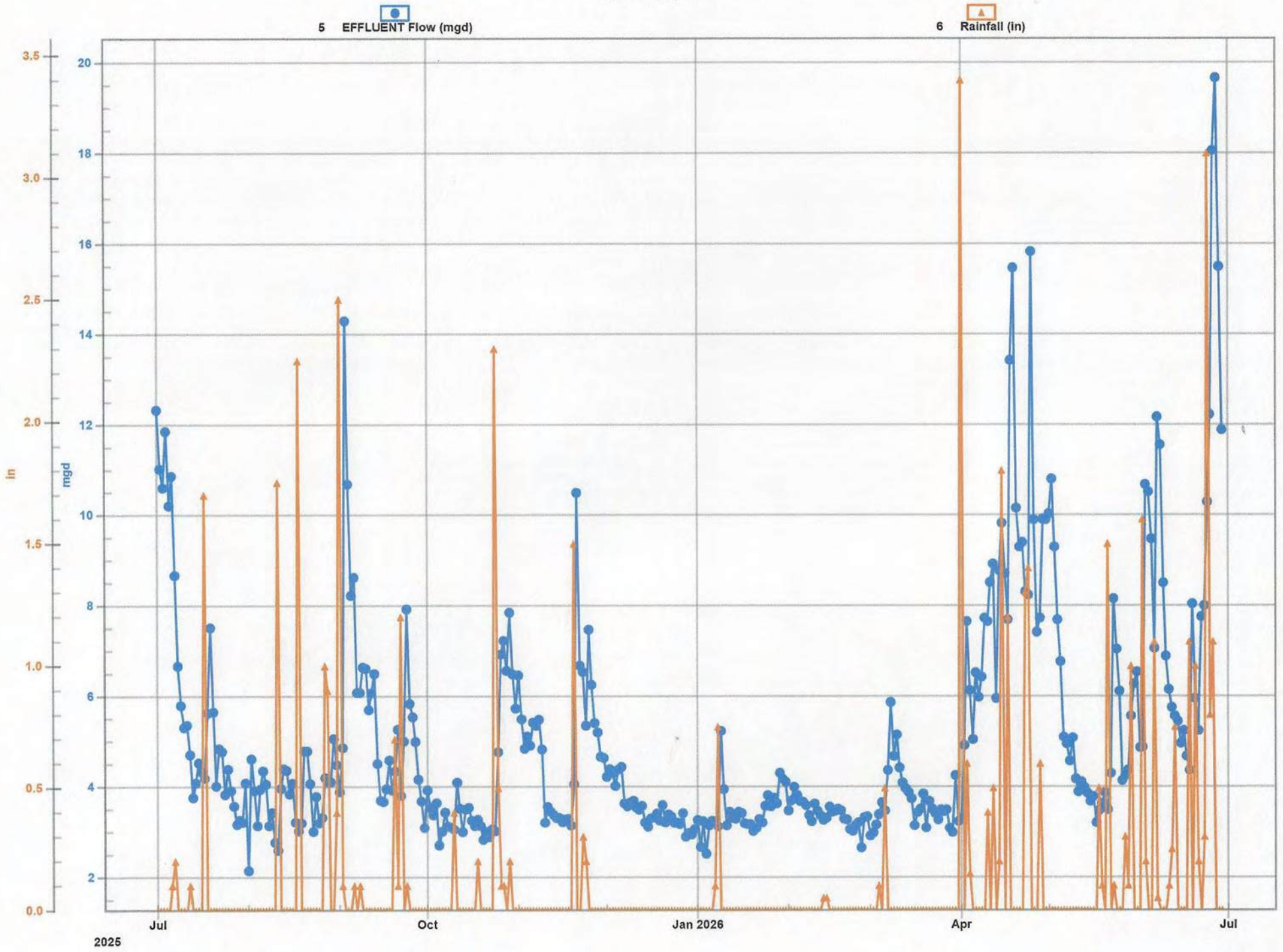
J

GRAPHS

- Precipitation Influence on Flow
- Influent Flow
- Effluent BOD
- Effluent TSS
- Effluent Ammonia

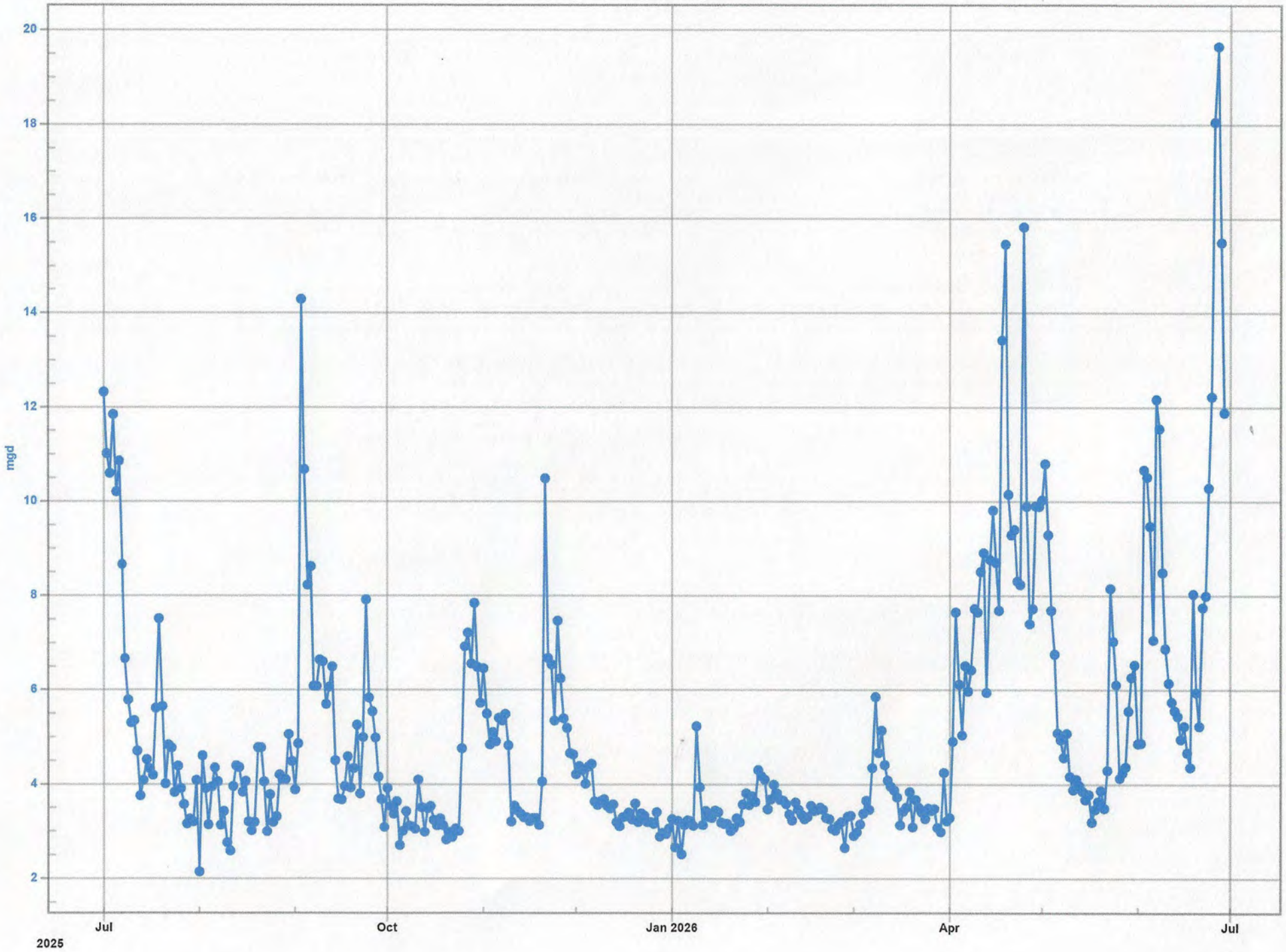
Precipitation Influence on Flow

7/1/2025 - 6/29/2026



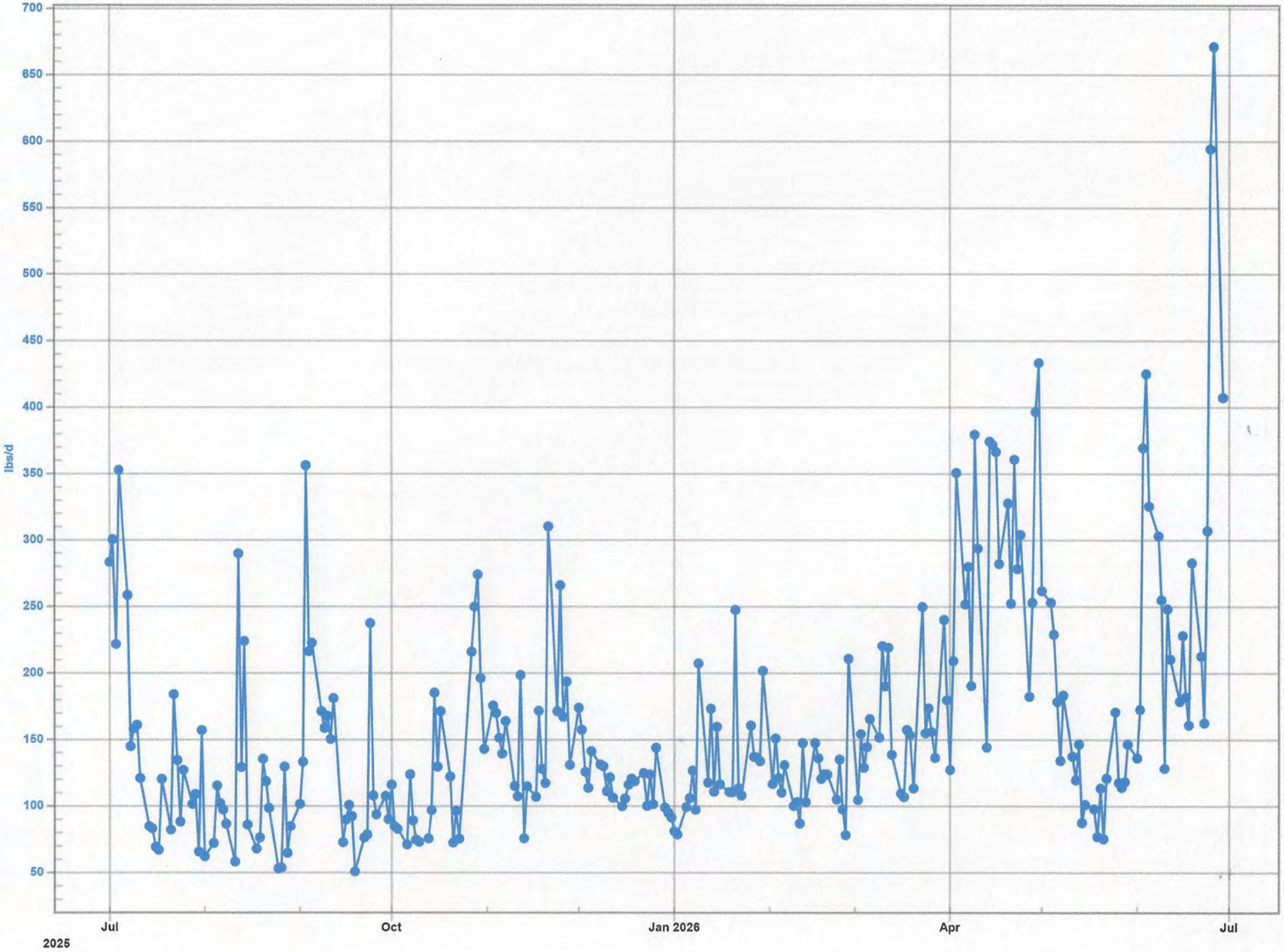
Influent Flow

7/1/2025 - 6/29/2026



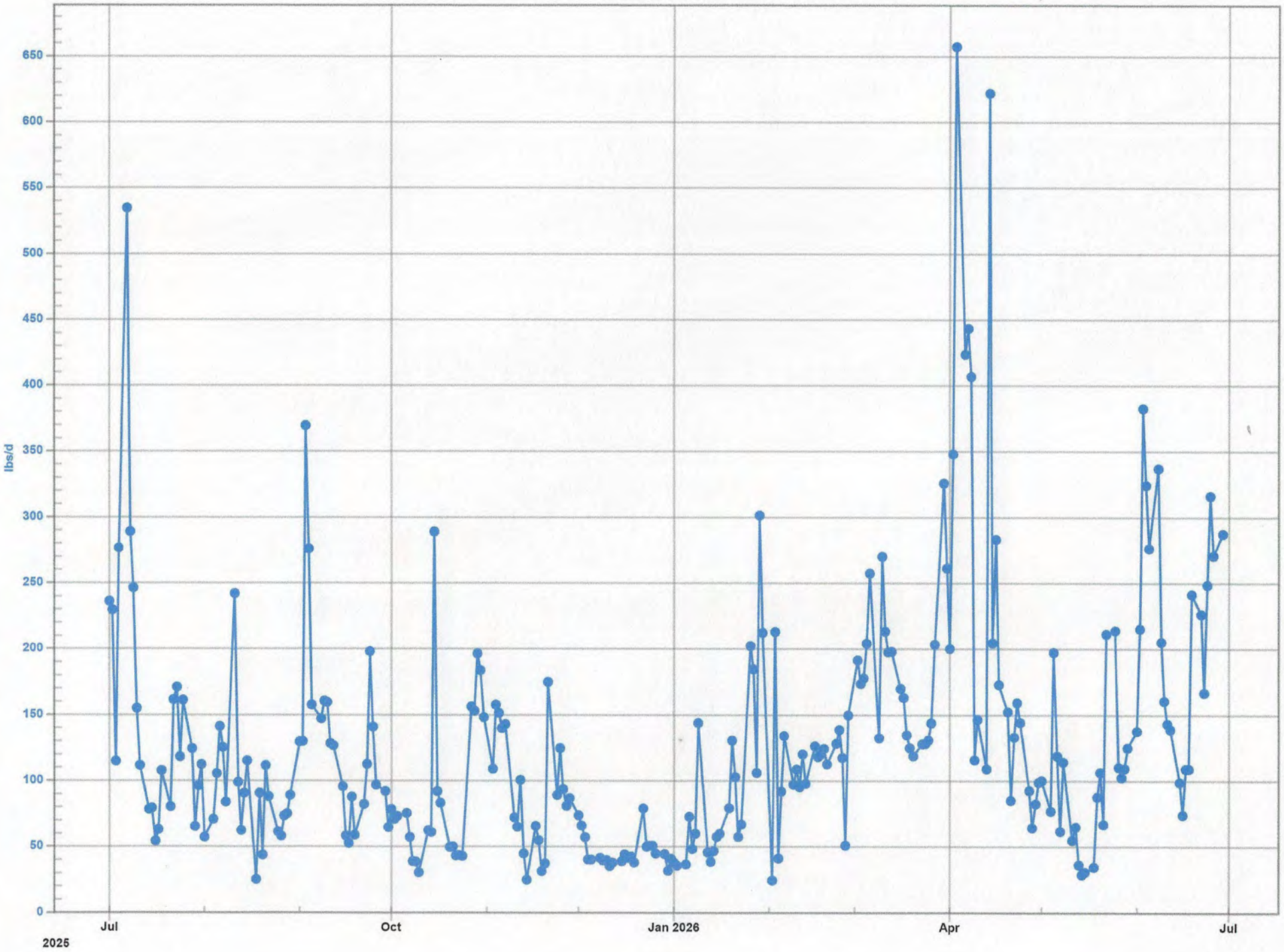
Effluent BOD - Monthly Average

7/1/2025 - 6/29/2026



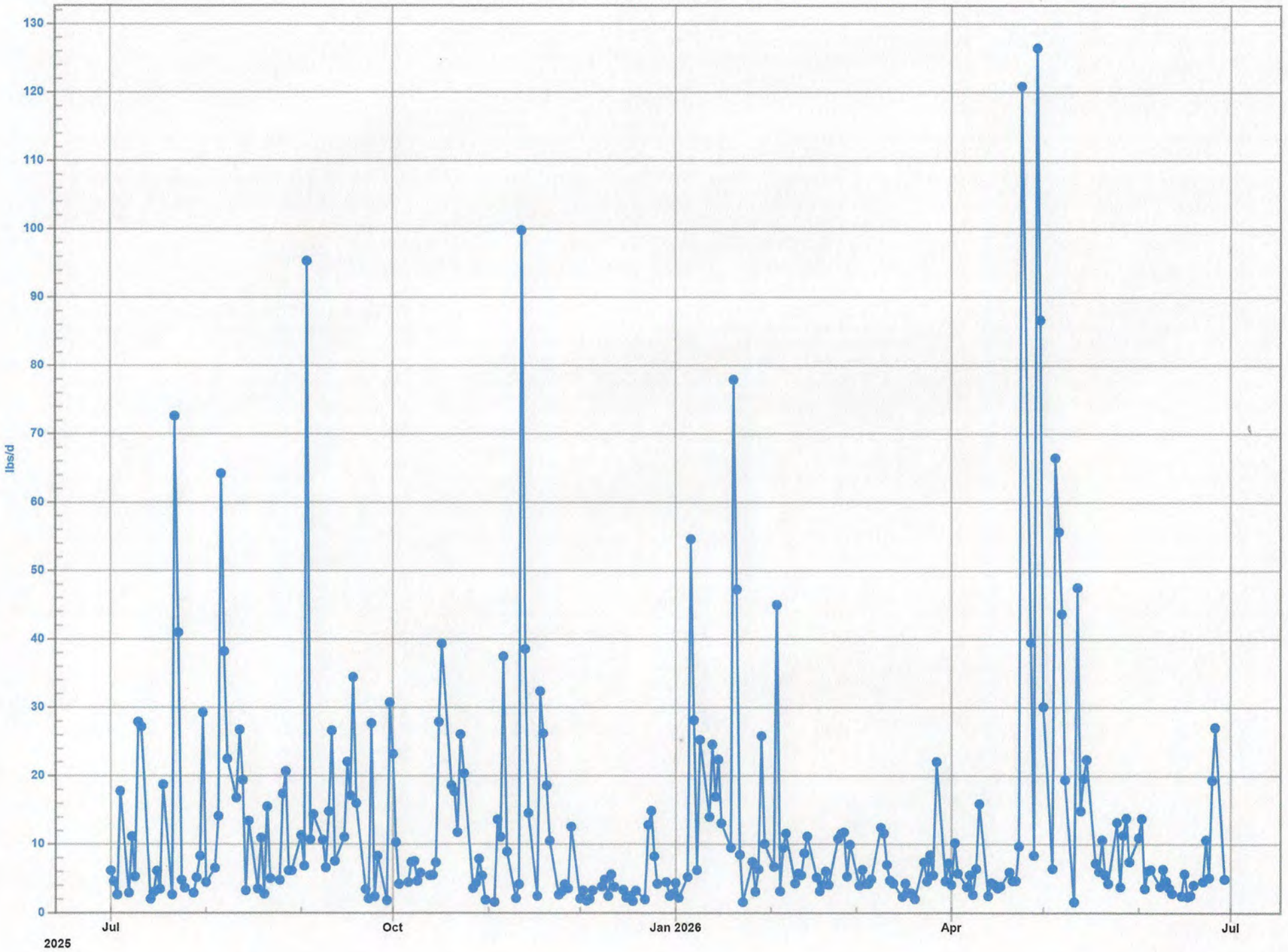
Effluent TSS - Monthly Average

7/1/2025 - 6/29/2026



Effluent Ammonia

7/1/2025 - 6/29/2026



city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item: 7.f.i.
Date: 9/23/2026
Prepared by: Chief Call
Department: Fire

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Blue Whale Materials Update

Attachments: Blue Whale Materials Action Items Update Report

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville Water Department has completed the water main improvements and looping project along the south side of the industrial park resulting in improved fire water flow for the industrial park fire hydrants.

Blue Whale Materials continues to work towards completing the eleven action items originally presented by the City of Bartlesville as areas of concern/improvement relating to BWM ability to respond to and mitigate a lithium-ion battery fire incident. Please see the attached update for a more detailed report on the information provided by BWM.

III. BUDGET IMPACT

N/A – Information update only.

IV. RECOMMENDED ACTION

No action required - Information Only

Blue Whale Materials
Emergency Response Preparedness Update

Site: BWM – 1560 Industrial Blvd., Bartlesville, OK 74006
Prepared From: Site Program Manager Update
Information Provided By: Blue Whale Materials
Date: September, 2026

1. Executive Summary

BWM continues to implement corrective actions and enhance emergency response capabilities to support the safety of employees, emergency responders, and the surrounding community. Significant investments have been made in emergency response equipment, personnel, fire suppression capabilities, employee protective equipment, thermal monitoring, facility improvements, and emergency response planning. Several major projects remain underway, including the development of additional fire water infrastructure, elevated monitors, hydrants, thermal camera upgrades, and continued Emergency Response Team training.

Based on the information provided, BWM has committed substantial financial resources toward improving site emergency preparedness and developing additional safeguards for potential lithium-related fire events and other process hazards.

2. Equipment and Materials Purchased

Equipment / Material	Quantity / Description	Status / Cost
Quick Attack (QA) Skid	J&J Fire skid – Truck Mounted	In production; ETA first of September
Quick Attack Truck	Vehicle to mount the QA skid	Purchased
Attack and Supply Lines	Firefighting Hoses	Purchased
Attack Line Nozzles	Nozzles for attack lines	Purchased
Ground Monitor	Akron Mercury	ETA end of August
KnightTek Thermal Stop Lithium Extinguishing Agent	3 × 275-gallon totes	Purchased
Portable Extinguishers	15 × 2.5-gallon extinguishers with premixed Thermal Stop	Purchased
UTV Sprayer	50-gallon sprayer mounted on UTV with premixed Thermal Stop	Purchased
Bunker Gear	11 sets	Purchased
SCBA	10 units	Purchased
SCBA Cylinders	20 cylinders	Purchased
FLIR Thermal Cameras	3 handheld cameras	Purchased

These purchases expand BWM's ability to detect, isolate, suppress, and respond to potential fire incidents while providing personnel with additional protective equipment and specialized firefighting resources.

3. Ongoing Capital and Infrastructure Projects

Hydrants and Elevated Monitors

The design of additional hydrants and elevated monitors is being finalized. These systems are intended to increase fixed fire protection coverage and improve the site's ability to apply water or other extinguishing agents to areas requiring sustained fire suppression.

An order has been submitted for 15 elevated monitors at an estimated cost of $350,000.

Hydrant, Monitor, and Fire Water Piping

Final review of vendor quotations for hydrants, monitors, and associated fire water tank piping is underway. Estimated project value: $1 million.

Fire Water Storage

Final review of the project for a 1-million-gallon fire water tank is underway. Estimated project value: $1 million.

Thermal Camera Upgrade

A purchase order has been issued for an upgrade to the site's thermal camera capabilities. Project value: approximately $140,000. The upgraded thermal monitoring capability is expected to improve the identification of elevated temperatures and potential hotspots during emergency response and routine monitoring activities.

4. Emergency Response Staffing and Training

BWM has hired 10 full-time Emergency Response Officers. The new personnel bring experience from both municipal emergency response and industrial backgrounds.

BWM is continuing to build and develop its Emergency Response Team through:

- Ongoing emergency response training.
- Regular drills and exercises.
- Continued training for production employees.
- Development of response procedures and tactical guidelines.
- Integration of specialized firefighting equipment and technologies.

5. Process Hazard and Emergency Planning Support

BWM is working with ONYX ESP to provide specialized consulting support related to emergency preparedness and process hazard management.

The consulting work includes:

- Process Hazard Risk Analysis.
- Lithium fire studies.
- Evaluation of yard layout and material placement.
- Evaluation of shielding requirements.
- Emergency response time considerations.
- Evaluation of appropriate extinguishing-agent discharge requirements.
- Development of Emergency Action Plans (EAPs).

- Development of tactical emergency response guidelines.

The purpose of this work is to use formal hazard analysis and specialized lithium-fire studies to inform facility design, emergency response procedures, and mitigation measures.

6. Additional Physical Mitigation Measures

Burn Bunker

A dedicated "burn" bunker has been constructed for the placement of compromised packages. The objective is to provide a controlled location for compromised materials and reduce the potential for fire propagation to surrounding materials.

East Yard Retainment Berm

A retainment berm has been constructed on the east side of the yard for compromised packages. This provides an additional physical containment measure intended to help isolate affected materials and limit potential impacts within the yard.

7. Corrective Action Status Summary

Area	Current Status
Quick Attack Skid	Purchased; in production
QA Truck	Purchased
Attack/Supply Lines and Nozzles	Purchased
Ground Monitor	Purchased; pending delivery
Thermal Stop Extinguishing Agent	Purchased
Portable Extinguishers	Purchased
UTV Sprayer	Purchased
Bunker Gear	Purchased
SCBA and Cylinders	Purchased
FLIR Cameras	Purchased
Emergency Response Officers	10 hired
Elevated Monitors	PO submitted
Hydrant/Monitor Design	Finalizing
Fire Water Piping	Quote review in progress
1-million-gallon Fire Water Tank	Final review in progress
Thermal Camera Upgrade	PO issued
Emergency Response Training	Ongoing
Production Employee Drills	Ongoing
Hazard Risk Analysis	Ongoing with ONYX ESP
Lithium Fire Studies	Ongoing with ONYX ESP
Burn Bunker	Completed
East Yard Retainment Berm	Completed

8. Investment in Corrective Actions

The projects identified in the update represent substantial investment in BWM's emergency response and fire protection infrastructure.

Project	Identified Cost
15 elevated monitors	$350,000
Hydrants, monitors, and fire water tank piping	Approximately $1,000,000
1-million-gallon fire water tank	Approximately $1,000,000
Thermal camera upgrade	Approximately $140,000
Total identified capital expenditures	Approximately $2,490,000

The approximately $2.49 million total excludes the cost of equipment, personnel, training, consulting services, and other corrective actions for which specific dollar amounts were not provided.

9. Overall Corrective Action Program

- Emergency response personnel – hiring and developing a dedicated Emergency Response Team.
- Firefighting equipment – expanding mobile and portable suppression capabilities.
- Personal protective equipment – increasing bunker gear and SCBA availability.
- Thermal detection – deploying handheld FLIR cameras and upgrading thermal camera systems.
- Fire suppression infrastructure – adding hydrants, elevated monitors, piping, and fire water storage.
- Specialized extinguishing agents – maintaining supplies of Thermal Stop lithium extinguishing agent.
- Physical containment – constructing a burn bunker and retainment berm.
- Hazard analysis – utilizing specialized consulting for process hazard and lithium fire assessments.
- Emergency planning – developing and improving Emergency Action Plans and tactical guidelines.
- Training and exercises – continuing drills and emergency response training for response personnel and production employees.

10. Conclusion

BWM is actively implementing corrective actions designed to strengthen emergency preparedness, fire protection, hazard mitigation, and response capabilities at their facility.

The program includes significant investments in specialized firefighting equipment, personnel, fire water infrastructure, thermal detection, physical containment, emergency planning, and employee training. Several major infrastructure projects remain underway, while other corrective measures have already been completed or equipment has been purchased and is awaiting delivery.

The continued implementation of these measures demonstrates BWM's stated commitment to providing a safe facility for employees, emergency responders, and the surrounding community.

Agenda Item 7.g.i.
September 24, 2026
Prepared by Jason Muninger, CFO/City Clerk
Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the two months ending August 30, 2026.

Attachments:

Interim Financials for August 30, 2026

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for August 2026; these should provide sufficient information for the City Council to perform its fiduciary responsibility. All supplementary, detailed information is available for the Council's use at any time upon request. All information is subject to change pending audit.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends the approval the Interim Financials for August 30, 2026.



REPORT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

For The Two Months Ended August 31, 2026

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

Interim City Manager
Laura Sanders

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Finance Supervisor

TABLE OF CONTENTS

HIGHLIGHTS

MAJOR FUNDS:

GENERAL FUND
WASTEWATER OPERATING/BMA WASTEWATER FUNDS
WATER OPERATING/BMA WATER FUNDS
SANITATION

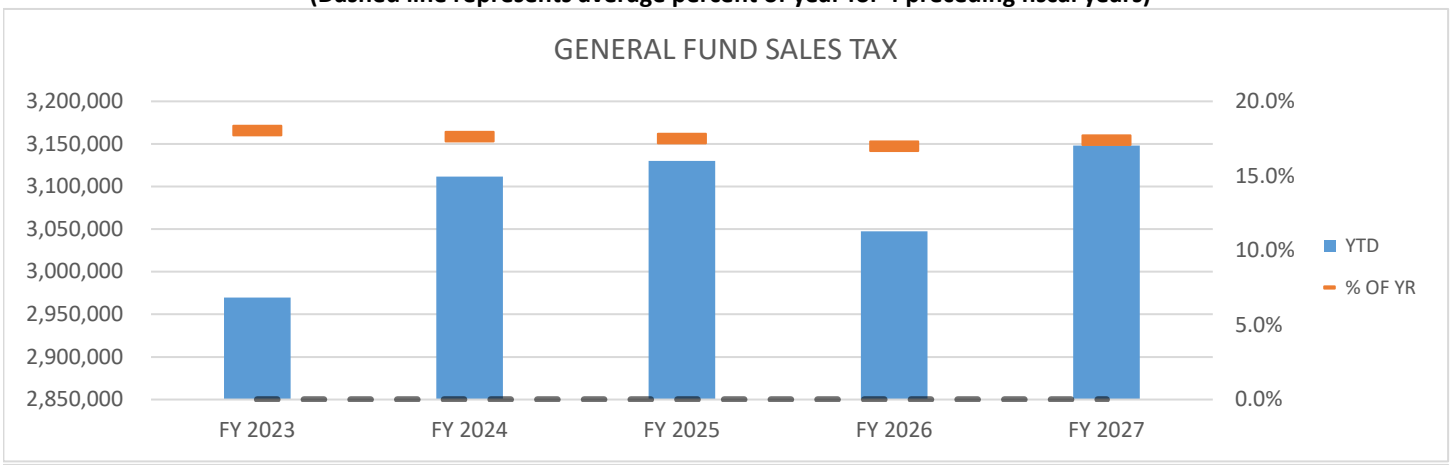
OTHER FUNDS:

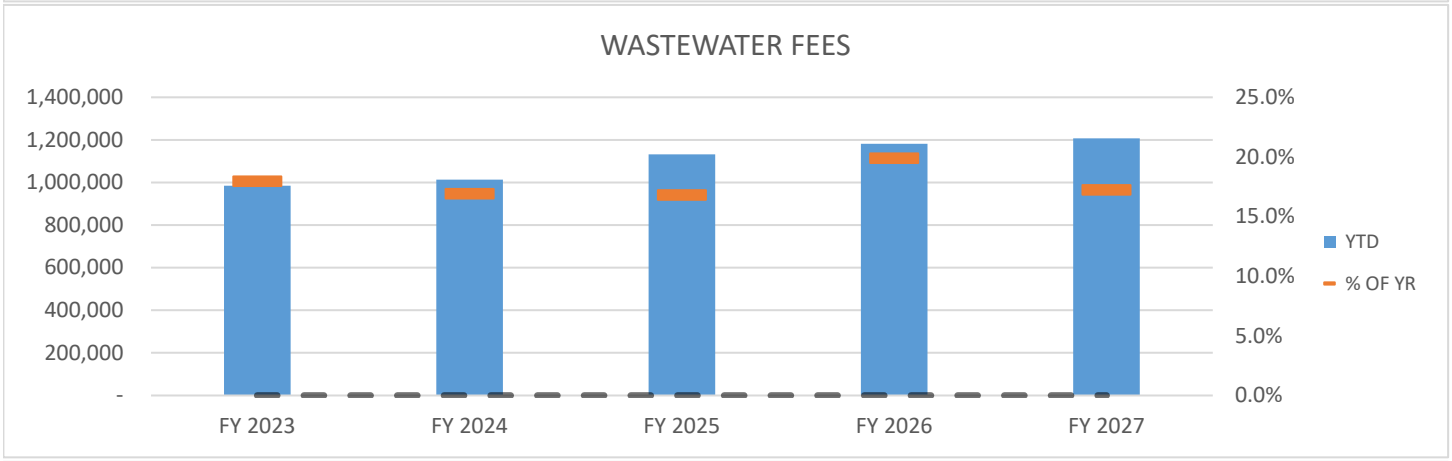
REVENUE BUDGET STATUS
EXPENDITURE BUDGET STATUS
CHANGE IN FUND BALANCE

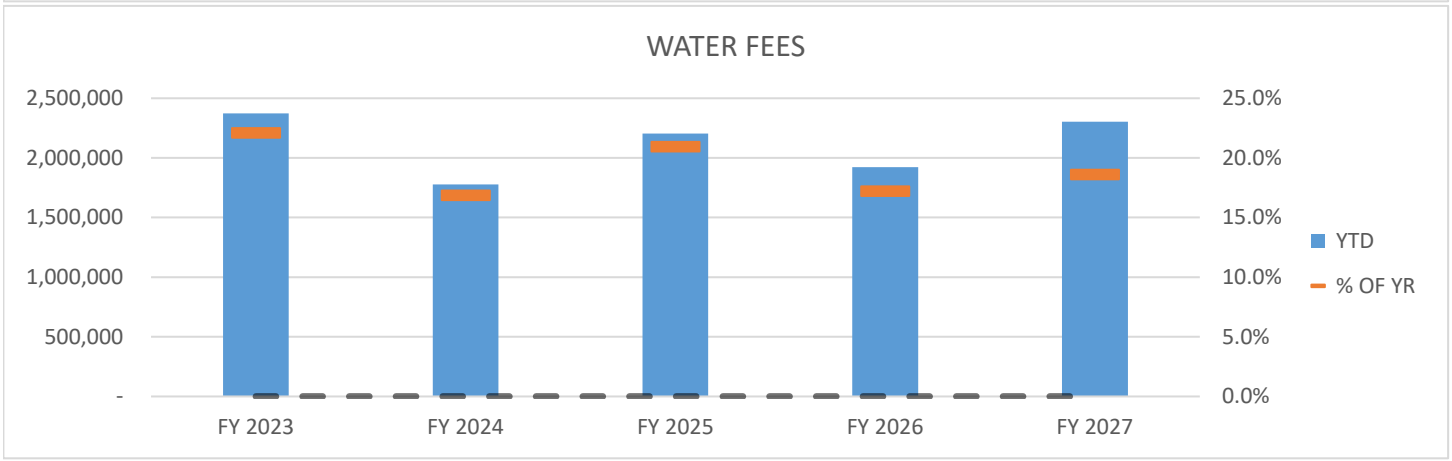
EXPLANATORY MEMO

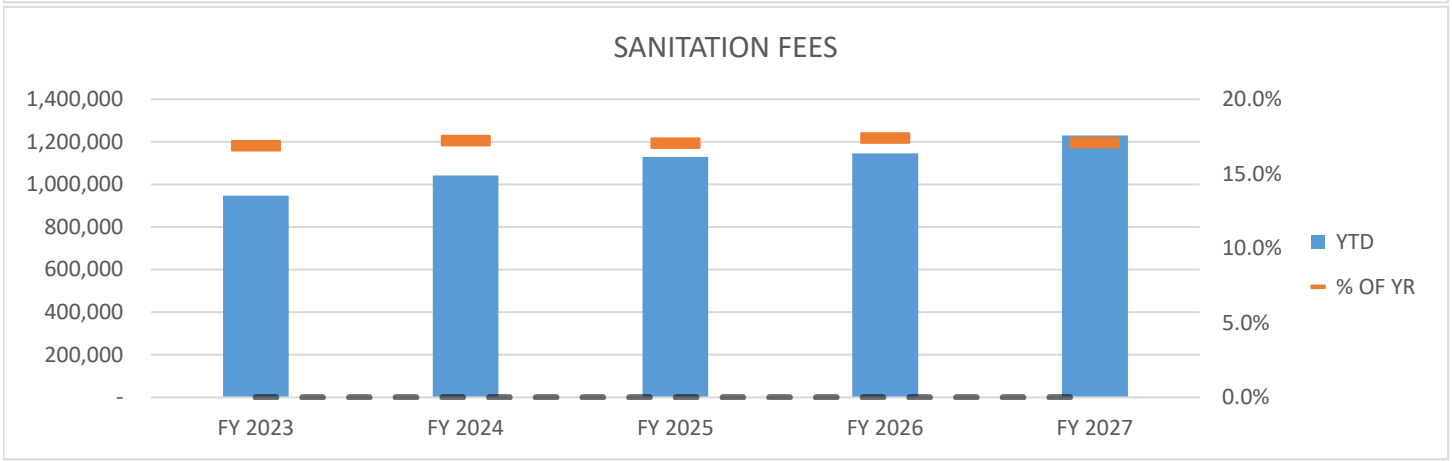
FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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









GENERAL FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

17% of Year Lapsed

	2026-27 Fiscal Year						2025-26 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Sales Tax	$ 18,096,519	$ 3,016,087	$ 3,148,254	$ -	$ 3,148,254	17.4%	$ 3,047,586	16.6%
Use Tax	5,227,768	871,295	852,569	-	852,569	16.3%	785,098	15.1%
Gross Receipt Tax	1,596,100	266,017	235,499	-	235,499	14.8%	222,326	14.2%
Licenses and Permits	250,600	41,767	141,431	-	141,431	56.4%	135,580	51.8%
Intergovernmental	735,600	122,600	88,535	-	88,535	12.0%	9,658	1.4%
Charges for Services	522,913	87,152	90,102	-	90,102	17.2%	116,545	22.5%
Court Costs	168,900	28,150	26,575	-	26,575	15.7%	28,640	18.7%
Police/Traffic Fines	299,000	49,833	38,715	-	38,715	12.9%	50,405	18.8%
Parking Fines	62,500	10,417	8,230	-	8,230	13.2%	3,550	5.8%
Other Fines	57,900	9,650	7,030	-	7,030	12.1%	10,203	18.4%
Investment Income	1,405,936	234,323	250,000	-	250,000	17.8%	300,000	15.5%
Miscellaneous Income	1,073,800	178,967	69,749	-	69,749	6.5%	24,873	2.3%
Transfers In	7,544,410	1,257,402	1,257,410	-	1,257,410	16.7%	1,318,523	16.7%
Total	**$ 37,041,946**	**$ 6,173,660**	**$ 6,214,099**	**$ -**	**$ 6,214,099**	**16.8%**	**$ 6,052,987**	**15.9%**
Expenditures:								
General Government	$ 11,458,011	$ 1,909,669	$ 2,333,305	$ 118,821	$ 2,452,126	21.4%	$ 2,002,367	17.6%
Public Safety	20,862,872	3,477,145	3,268,645	275,990	3,544,635	17.0%	3,334,634	16.7%
Street	2,178,381	169,575	332,848	5,706	338,554	15.5%	315,071	15.7%
Culture and Recreation	3,997,043	666,174	675,168	44,287	719,455	18.0%	635,459	17.7%
Transfers Out	2,792,993	465,499	465,493	-	465,493	16.7%	650,265	16.7%
Reserves	1,310,000	218,333	-	-	-	0.0%	-	N.A.
Total	**$ 42,599,300**	**$ 6,906,395**	**$ 7,075,459**	**$ 444,804**	**$ 7,520,263**	**17.7%**	**$ 6,937,796**	**17.0%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 4,574,266					
Net Revenue (Expense)			(861,360)					
Ending Fund Balance			**$ 3,712,906**					

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

17% of Year Lapsed

	2026-27 Fiscal Year						2025-26 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Wastewater Fees	$ 7,002,486	$ 1,167,081	$ 1,211,681	$ -	$ 1,211,681	17.3%	$ 1,182,002	17.2%
Investment Income	125,289	20,882	-	-	-	0.0%	-	0.0%
Debt Proceeds	83,000,000	13,833,333	-	-	-	0.0%	-	N.A.
Miscellaneous	108,000	18,000	150	-	150	0.1%	150	0.1%
Total	**$ 90,235,775**	**$ 15,039,296**	**$ 1,211,831**	**$ -**	**$ 1,211,831**	**1.3%**	**$ 1,182,152**	**16.3%**
Expenditures:								
Wastewater Plant	$ 3,268,025	$ 544,671	$ 549,323	$ 2,650,252	$ 3,199,575	97.9%	$ 3,058,154	97.5%
Wastewater Maint	1,089,018	181,503	169,298	5,628	174,926	16.1%	135,738	14.3%
BMA Expenses	-	-	-	-	-	N.A.	-	N.A.
Transfers Out	2,266,825	377,804	377,805	-	377,805	16.7%	335,878	16.7%
Reserves	99,311	16,552	-	-	-	0.0%	-	N.A.
Total	**$ 6,723,179**	**$ 1,120,530**	**$ 1,096,426**	**$ 2,655,880**	**$ 3,752,306**	**55.8%**	**$ 3,529,770**	**57.8%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 6,127,523					
Net Revenue (Expense)			115,405					
Ending Fund Balance			**$ 6,242,928**					

COMBINED WATER OPERATING & BMA WATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

17% of Year Lapsed

	2026-27 Fiscal Year						2025-26 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Water Fees	$ 13,179,800	$ 2,196,633	$ 2,438,166	$ -	$ 2,438,166	18.5%	$ 2,027,312	19.3%
Investment Income	98,995	16,499	-	-	-	0.0%	-	0.0%
Debt Proceeds	8,000,000	1,333,333	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	543	-	543	N.A.	-	0.0%
Total	**$ 21,278,795**	**$ 3,546,465**	**$ 2,438,709**	**$ -**	**$ 2,438,709**	**11.5%**	**$ 2,027,312**	**19.2%**
Expenditures:								
Water Plant	$ 4,573,562	$ 762,260	$ 671,833	$ 252,567	$ 924,400	20.2%	$ 698,679	17.6%
Water Administration	455,002	75,834	62,453	37,706	100,159	22.0%	113,797	24.0%
Water Distribution	2,499,548	416,591	348,055	54,846	402,901	16.1%	383,454	17.2%
BMA Expenses	11,531,860	1,921,977	177,225	-	177,225	1.5%	178,769	6.1%
Transfers Out	3,561,493	593,582	593,593	-	593,593	16.7%	530,711	16.7%
Reserves	253,961	42,327	-	-	-	0.0%	-	N.A.
Total	**$ 22,875,426**	**$ 3,812,571**	**$ 1,853,159**	**$ 345,119**	**$ 2,198,278**	**9.6%**	**$ 1,905,410**	**14.9%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 4,779,477					
Net Revenue (Expense)			585,550					
Ending Fund Balance			**$ 5,365,027**					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

17% of Year Lapsed

	2026-27 Fiscal Year						2025-26 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	% of Budget	YTD Total	% Total Year
Revenue:								
Collection Fees	$ 7,079,541	$ 1,179,924	$ 1,209,779	$ -	$ 1,209,779	17.1%	$ 1,145,041	16.6%
Investment Income	6,005	1,001	-	-	-	0.0%	-	0.0%
Miscellaneous	166,020	45,669	27,843	-	27,843	16.8%	7,970	16.6%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	**$ 7,251,566**	**$ 1,226,594**	**$ 1,237,622**	**$ -**	**$ 1,237,622**	**17.1%**	**$ 1,153,011**	**16.6%**
Expenditures:								
Sanitation	$ 4,086,930	$ 681,155	$ 633,719	$ 234,778	$ 868,497	21.3%	$ 972,338	25.1%
Transfers Out	3,186,422	531,070	531,072		531,072	16.7%	477,764	16.7%
Reserves	162,750	27,125	-	-	-	0.0%	-	N.A.
Total	**$ 7,436,102**	**$ 1,239,350**	**$ 1,164,791**	**$ 234,778**	**$ 1,399,569**	**18.8%**	**$ 1,450,102**	**21.5%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 1,194,085					
Net Revenue (Expense)			72,831					
Ending Fund Balance			**$ 1,266,916**					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

17% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	2,027,805	326,845	16%
E-911 Fund	1,743,157	286,721	16%
Special Library Fund	85,694	3,741	4%
Special Museum Fund	6,674	-	0%
Municipal Airport Fund	1,611,655	841,631	52%
Library Restricted Donation Fund	18,753	-	0%
Restricted Revenue Fund	-	115,502	N/A
Golf Course Memorial Fund	1,932	-	0%
CDBG-COVID	-	-	N/A
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	-	N/A
Opioid Settlement Fund	-	-	N/A
Neighborhood Park Fund	2,635	-	0%
Cemetery Care Fund	2,854	203	7%
Debt Service Fund	4,438,150	22,303	1%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,671,840	609,755	17%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	6,061	4,000	66%
Wastewater Regulatory Capital Fund	25,449	-	0%
City Hall Capital Improvement Fund	57,072	47,880	84%
Storm Drainage Capital Improvement Fund	2,474	381	15%
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	1,162,714	294,688	25%
Sooner Pool Operating Fund	86,889	14,242	16%
Frontier Pool Operating Fund	98,070	15,956	16%
Municipal Airport Operating	752,476	92,973	12%
Internal Service Funds:			
Worker's Compensation Fund	170,917	33,036	19%
Health Insurance Fund	6,372,201	1,107,846	17%
Auto Collision Insurance Fund	75,000	12,510	17%
Stabilization Reserve Fund	1,268,528	211,418	17%
Capital Improvement Reserve Fund	7,042,543	1,538,745	22%
Mausoleum Trust Fund	357	-	0%

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

17% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	4,111,803	1,000,088	24%
E-911 Fund	1,775,995	282,561	16%
Special Library Fund	216,500	21,792	10%
Special Museum Fund	25,600	-	0%
Municipal Airport Fund	1,611,655	1,429,604	89%
Library Restricted Donation Fund	143,000	-	0%
Restricted Revenue Fund	405,306	12,112	3%
Golf Course Memorial Fund	7,217	-	0%
CDBG-COVID	485,000	110,225	23%
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	-	N/A
Opioid Settlement Fund	221,060	(16,117)	-7%
Neighborhood Park Fund	74,897	-	0%
Cemetery Care Fund	18,542	-	0%
Debt Service Fund	4,427,025	-	0%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	8,194,664	2,733,316	33%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	100,451	-	0%
Wastewater Regulatory Capital Fund	243,019	8,815	4%
City Hall Capital Improvement Fund	306,006	3,289	1%
Storm Drainage Capital Improvement Fund	84,238	-	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	-	-	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	31,386	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	333,953	-	0%
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	286,854	9,500	3%
2023 G.O. Bond Fund	706,883	149,554	21%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,568,560	399,315	25%
Sooner Pool Operating Fund	84,898	28,443	34%
Frontier Pool Operating Fund	106,024	29,052	27%
Municipal Airport Operating	894,843	149,149	17%
Internal Service Funds:			
Worker's Compensation Fund	430,000	56,030	13%
Health Insurance Fund	6,430,094	1,143,439	18%
Auto Collision Insurance Fund	443,559	17,391	4%
Stabilization Reserve Fund	17,265,571	-	0%
Capital Improvement Reserve Fund	14,527,157	1,389,616	10%
Mausoleum Trust Fund	10,139	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

17% of Year Lapsed

	Beginning of Year	Change	Current
Special Revenue Funds:			
Economic Development Fund	1,839,979	76,823	1,916,802
E-911 Fund	54,546	12,225	66,771
Special Library Fund	434,969	(11,604)	423,365
Special Museum Fund	167,229	(2,617)	164,612
Municipal Airport Fund	-	5,510	5,510
Library Restricted Donation Fund	1,283,095	-	1,283,095
Restricted Revenue Fund	339,477	(32,461)	307,016
Golf Course Memorial Fund	640	-	640
CDBG-COVID	-	(110,225)	(110,225)
ARPA	-	-	-
Justice Assistance Grant Fund	14,804	-	14,804
Opioid Settlement Fund	268,568	(103,883)	164,685
Neighborhood Park Fund	73,080	-	73,080
Cemetery Care Fund	15,776	203	15,979
Debt Service Fund	2,715,345	22,303	2,737,648
Capital Project Funds:			
Sales Tax Capital Improvement Fund	4,553,272	(422,584)	4,130,688
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	143,896	4,000	147,896
Wastewater Regulatory Capital Fund	204,805	-	204,805
City Hall Capital Improvement Fund	234,667	44,591	279,258
Storm Drainage Capital Improvement Fund	76,627	381	77,008
Community Development Block Grant Fund	-	-	-
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	-	-	-
2014B G.O. Bond Fund	-	-	-
2015 G.O. Bond Fund	-	-	-
2017 G.O. Bond Fund	-	-	-
2018A G.O. Bond Fund	-	-	-
2018B G.O. Bond Fund	31,386	-	31,386
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	-	-	-
2019B G.O. Bond Fund	331,405	-	331,405
2021A G.O. Bond Fund	-	-	-
2022A G.O. Bond Fund	228,870	(71,335)	157,535
2023 G.O. Bond Fund	679,580	(228,430)	451,150
Proprietary Funds:			
Adams Golf Course Operating Fund	399,563	7,780	407,343
Sooner Pool Operating Fund	58,184	(20,603)	37,581
Frontier Pool Operating Fund	73,410	(15,614)	57,796
Municipal Airport Operating	131,336	(27,273)	104,063
Internal Service Funds:			
Worker's Compensation Fund	241,220	1,880	243,100
Health Insurance Fund	46,905	(15,593)	31,312
Auto Collision Insurance Fund	532,997	12,510	545,507
Stabilization Reserve Fund	15,997,043	211,418	16,208,461
Capital Improvement Reserve Fund	23,763,944	451,858	24,215,802
Mausoleum Trust Fund	9,892	-	9,892

FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

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

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

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

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

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

These analyses are presented in the final manner:

Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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

Agenda Item 7.h.i.
September 28, 2026
Prepared by Laura Sanders,
Interim City Manager

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

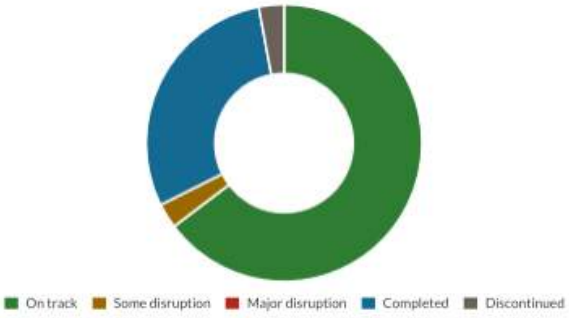
Memo providing the monthly update on the City of Bartlesville's strategic plan through the City's strategic plan dashboard.

Overall progress

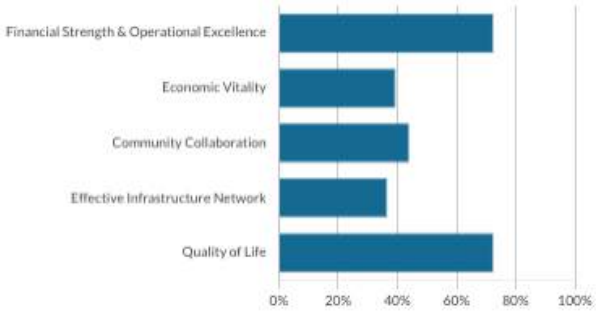
62% average completion across all strategic priorities

Tracking 34 goals: 22 on track, 1 some disruption, 10 completed, 1 discontinued.

Goals by status



Completion by strategic priority



Goals by status

Status	Goals
On track	22
Some disruption	1
Major disruption	0
Completed	10
Discontinued	1

Completion by strategic priority

Strategic priority	Average completion
Financial Strength & Operational Excellence	73%
Economic Vitality	40%
Community Collaboration	44%
Effective Infrastructure Network	37%
Quality of Life	73%

II. STAFF COMMENTS AND ANALYSIS

The City's strategic plan dashboard provides a centralized, public-facing view of progress toward the City's strategic priorities and objectives.

Monthly updates submitted by City departments are reflected on the dashboard, which provides an overview of plan progress and displays goals by status,

including on track, minor disruption, major disruption, and completed. Progress can also be viewed by strategic priority and objective.

Council members and the public may access the live dashboard by scanning the QR code or directly from the City's website at: https://www.cityofbartlesville.org/next/

The dashboard provides current updates on strategic plan goals and progress by status and strategic priority.

III. BUDGET IMPACT

None.

IV. RECOMMENDED ACTION

No action is requested at this time. This memo is provided as an informational update regarding the City's strategic plan progress.

city of bartlesville

Agenda Item 7.i.i.
October 5th 2026
Prepared by Major Daniel Elkins
Police Department

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

II. **Background:**
   a. The City of Bartlesville recently passed a new ordinance pertaining to ALPR technology such as Flock Safety Cameras with guidelines on implementation and a report on monthly activity. Attached is a detailed report for the month of September 2026.

III. **Staff Comments and Analysis:**
   a. Staff has conducted an organizational audit and found no discrepancy for September 2026.

IV. **Recommended Action:**
   a. Review Attached reports.

Bartlesville Police Department
Chief of Police, Andrew Ward – Deputy Chief of Police, Troy Newell
615 S. Johnstone Ave. Non-Emergency 918.338.4001
Bartlesville, OK 74003 Administration 918.338.4050

To: Chief Ward

From: Major D. Elkins #2350

Subject: Monthly Flock Report -September 2026-

Date: 09/28/2026

1. System Overview

- Total ALPR Cameras Installed: 5

- Current Locations:

#	Location	Distance from City Limit
1	Frank Phillips & Western-Eastbound	Approx. 300'- Straight east of west city limit. Removed by Flock on 08/26/2026
2	815 NE Washington Blvd-Southbound	Approx. 365' straight south of north city limit.
3	3250 SE Washington Blvd-Northbound	Approx. 160' straight North of south city limits.
4	East of Industrial Blvd and Nowata Blvd.-Westbound	Approx. 100' straight west of east city limit. Vandalized on 08/09/2026
5	Tuxedo Blvd and Caney River Bridge – Eastbound	Approx. 80' straight south of north limit.
6	14th Street & Texas Circle-Eastbound	Approx. 50' straight south or north city limit. (Disabled by windstorm on 06/29/2026)
7	Adams Blvd and Adeline Ave -Eastbound	Approx. 125' straight north of south city limit. Removed on 09/11/26
8	Silver Lake Rd. & Rice Creek Rd - Northbound	Approx. 5 feet straight west of east city limits. Vandalized in July 2026
9	Virginia Ave. & Herrick-Southbound	Approx. 105" straight south of north west city limit.
10	Bison Rd. & Adams Blvd.-Westbound	Approx. 490' straight west of the east city limit.

- System Manufacturer/Provider: Flock Safety

- Retention Period: 30 days

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

2. System Activity Summary

Report Dates August 29th to September 27th	
Total License Plates Captured	637,969
Unique License Plates Captured	136,728
Total Hotlist Entered	21
Alerts Matched Against Hotlists	9
Searches Conducted by Personnel	167 searches total, on 16 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: 28

- New User Accounts Created: 0

- Search Audit Logs Reviewed: [Yes/No]

First Name	Last Name	Title	Role	Last Login
Alison	Pittman	Dispatcher	User	09/16/2026
Andrew	Ward	Chief	Admin	05/01/2026
Chad	McCarty	D.A. Investigator	User	08/13/2025
Daniel	Elkins	Major Patrol/Training	Admin	09/28/2026
Daniel	Mains	Patrol Lieutenant	Admin	09/22/2026
Glenn	McClintock	Records Lieutenant	Admin	09/17/2026
Dallas	Watts	Dispatcher	User	09/26/2026
Hannah	Harbour	LEAD	Admin	09/25/2026
Logan	Minor	Dispatcher	User	08/30/2026
Eva	Valdez	Dispatcher	User	09/27/2026
Jasie	Mercier	Dispatcher	User	09/14/2026
Jay	Hastings	Service Captain	Admin	12/19/2024
Jennifer	Hart	Dispatcher	User	09/25/2026
Kaitlyn	SotoBello	Dispatcher	User	09/11/2026
Bridgett	Ross	Dispatcher	User	09/21/2026
Chris	Neal	Captain Patrol	User	05/19/2026
Lauren	Holland	Dispatcher	User	06/03/2026
Lisa	Duncan	Dispatcher	User	09/24/2026
Makinze	Powell	Dispatcher	User	09/26/2026
Mike	Stokes	Dispatcher	Admin	07/12/2026
Rudy	Brooklyn	Dispatcher	User	09/18/2026
Ryan	Deshields	CID Lieutenant	Admin	09/22/2026
Justina	Martinez	Dispatcher	User	09/25/2026
Tanya	Yates	Dispatcher	User	08/05/2026
Travis	Martinez	Major Dispatch/CID	Admin	

Tyler	Diedrich	Patrol Lieutenant	Admin	3/18/2025
Brenlee	Campbell	Dispatcher	User	N/A
Brooke	Levesque	Dispatcher	User	09/15/2026

5. System Maintenance & Uptime

Camera Location	Uptime %	Maintenance Performed	Notes
#1 Frank Phillips Blvd @ Hwy 123	0%	Device Disable	Installed 2/5/2025 Removed by Flock
#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	0%	Device Disabled	Installed 10/30/25 Vandalized
#5 Tuxedo Blvd and Caney River Bridge – Eastbound	100%	Device Operating Normally	Installed 10/28/25
#6 14th Street & Texas Circle-Eastbound	0%	Device Disabled	Originally installed 10/22/24 replaced September/October 2025
#7 Adams Blvd and Adeline Ave - Eastbound	0%	Device Disabled	Removed 09/11/26
#8 Silver Lake Rd. & Rice Creek Rd - Northbound	0%	Device Disabled	Installed 11/19/25 Vandalized
#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

See attached excel reports for greater detail.

captured_d	total_non_unique_count (SUM)
########	15123
########	18095
########	23925
########	23369
########	23588
########	23329
########	22071
########	14569
########	19462
########	23274
########	23565
########	22032
########	23871
########	21256
########	13165
########	20388
########	24984
########	22188
########	22085
########	25350
########	16444
########	16703
########	19751
########	25359
########	25126
########	24336
########	24514
########	22606
########	16129
########	21312

captured_d	total_unique_count (SUM)
########	10865
########	12704
########	16481
########	15925
########	15815
########	15760
########	14909
########	10430
########	13384
########	15642
########	15828
########	15214
########	15492
########	14483
########	9629
########	13969
########	16678
########	15423
########	15141
########	17212
########	11736
########	11747
########	13795
########	17373
########	17020
########	16514
########	16504
########	15690
########	11623
########	14315

User	Days Used	Most Recent Visit
Eva Valdez	19	########
Dallas Watt	15	########
Makinze Po	18	########
Hannah Ha	13	########
Jennifer Ha	13	########
Justina Mar	5	########
Lisa Dunca	7	########
Tanya Yate:	8	########
Daniel Elkir	6	########
Daniel Mair	3	########
Ryan Deshi	6	########
Bridgett Ro:	6	########
Rudy Brook	11	########
Glenn McC	3	########
Alison Pittn	4	########
Brooke Lev	1	########
Jasie Merci	8	########
Logan Mino	6	########
Kaitlyn Sotc	1	########
Mike Stoke:	0	########
Lauren Holl	0	########
Andrew Wa	0	########
Kevin Ickle	0	########
Tyler Diedri	0	########
Jay Hasting	0	########
Brinlee Car	0	
Travis Marti	0	

Published in the Examiner Enterprise

July 22, 24, & 25, 2026

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, September 8, 2026.

2026-2027-004 Concrete

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 16th Day of July, 2026

Jason Muninger
City Clerk /CFO

Published in the Examiner Enterprise

July 22, 24 & 25, 2026

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, September 8, 2026.

2026-2027-005 Asphaltic Concrete

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 16th Day of July, 2026

Jason Muninger
City Clerk /CFO

Published in the Examiner Enterprise

July 22, 24 & 25, 2026

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Tuesday, September 8, 2026.

2026-2027-006 Aggregate Base

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 16th Day of July, 2026

Jason Muninger
City Clerk /CFO

(Published in Bartlesville, OK Examiner-Enterprise 8/29/2026, 9/2/2026, & 9/5/2026)

INVITATION FOR BIDS
City of Bartlesville
13th Street & Choctaw Ave Drainage Improvements
Bid No. 2026-2027-008

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 21st day of September**,** 2026 at such time bids will be opened and publicly read.

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

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

A mandatory pre-bid conference will be held on September 9th, 2026 at 10:00 a.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

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

BASE BID

105	**LF**	**6'X4' RCB CULVERT, SINGLE CELL**
2	**EA**	**10'X10' PRECAST CONCRETE STORMWATER JUNCTION BOX**
38	**SY**	**ASPHALT PAVEMENT**

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **13th Street & Choctaw Ave Drainage Improvements, Bid No. 2026-2027-008".** Proposals shall be accompanied by a five percent (5%) bid guarantee.

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

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

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

DATED this 25th day of August, 2026.

Jason Muninger
City Clerk

By: Candice L Pullins
1st Deputy City Clerk

Agenda Item 8.
Date; 9-14-26
Prepared by: Keith B. Henry
Department: Public Works

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to award bid 2026-2027-004 for concrete.

Attachments:

A. Bid review recommendation.
B. Bid sheet.

II. STAFF COMMENTS AND ANALYSIS

Bids for concrete are taken on an annual basis. Two bids were received. Bartlesville Redi-Mix was the lowest and best bid meeting all requirements.

The bid amounts are provided on the attached forms.

Sufficient funding is available in annual department budgets.

III. RECOMMENDED ACTION

Staff recommends award of bid 2026-2027-004 to Bartlesville Redi-Mix of Bartlesville, Ok. On occasions when the awarded bidder cannot provide materials in a timely manner, the City reserves the right to use and alternate supplier.

BID REVIEW RECOMMENDATION

DATE: September 14, 2026

PROJECT: N/A

BID NO: 2026-2027-004

DESCRIPTION: Concrete

DEPARTMENT: Street, Park, Water & Wastewater

BID AMOUNT: As provided on the attached form

BUDGET AMOUNT: Sufficient funding is available in annual department budgets.

COMMENTS: Bids for concrete are taken on an annual basis. Two bids were received, and met all specified requirements.

RECOMMENDATION: Recommend award of bid for all bid items (see attached) to Bartlesville Redi-Mix. On certain occasions when the awarded bidder cannot provide materials in a timely manner, the City reserves the right to use an alternate supplier.

Council Member or Staff Member **Date**

CITY OF BARTLESVILLE, OKLAHOMA
BID SPECIFICATIONS FOR
CONCRETE
BID NUMBER 2026-2027-004

Concrete:	Price per Cubic Yard:
4 sack Class C (2,000 psi min):	N/A
4½ sack Class C (25000 psi min):	$ 149.00
5 sack Class B (3,000 psi min):	$ 153.00
5 ½ sack Class B (3,500 psi min):	$ 157.00
6 sack Class A (4,000 psi min):	$ 161.00
7 sack Class AA:	$ 165.00
High Early	$ 167.00
Flowable Fill:	
Flowable Fill Quick Set concrete shall contain Rapid set cement 100#, fly ash 0#, Sand 2970#, water 55 gal., air 0%:	$ 133.00
Flowable Fill Regular Set concrete shall contain Type 1 cement 60#, Fly ash 290#, sand 2750#, water 55 gal., air 0%	$ 123.00
Sand used in Flowable fill shall have 100% passing the ¾" inch sieve and 0%-20% passing the No. 200 sieve	
Flyash Grout: (1827 Flyash, 1220 Cement, 75 Gals Water)	N/A
Air Entraining: 4-6%	N/A
Calcium Chloride: 1%	$ 3.00
Calcium Chloride: 2%	$ 6.00
Fiber mesh	$ 7.00
Hot Water (140 degree min)	$ 5.00
Black Pigment: Frank Davis #807 @ 6.25 lb./cy. Or equal	N/A

Minimum Order Amount: 1 yard (i.e. .5 yards. etc)

If there is a price break for quantity please list: * $ 4/8 per Truck Fuel Surcharge

COMPANY: Bartlesville Redi-mix

ADDRESS: 1500 Tuxedo Blvd Bartlesville, OK 74006

Company Name Bartlesville Redi-mix

Agenda Item 9.
Date; 9-14-26
Prepared by: Keith B. Henry
Department: Public Works

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to award bid 2026-2027-005 for asphaltic concrete.

Attachments:

- **A.** Bid review recommendation.
- **B.** Bid sheet.

II. STAFF COMMENTS AND ANALYSIS

Bids for asphaltic concrete are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC met all specifications and were determined to be the best bid.

The bid amounts are provided on the attached forms.

Sufficient funding is available in annual department budgets.

III. RECOMMENDED ACTION

Staff recommends award of bid 2026-2027-005 to Bison Materials LLC of Bartlesville, OK.

BID REVIEW RECOMMENDATION

DATE: September 14, 2026

PROJECT: N/A

BID NO: 2026-2027-005

DESCRIPTION: Asphaltic Concrete

DEPARTMENT: Street, Park, Water & Wastewater

BID AMOUNT: As provided on the attached form.

BUDGET AMOUNT: Sufficient funding is available in annual department budgets.

COMMENTS: Bids for Asphaltic Concrete are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC was determined to be the best bid due to being a local company and their close proximity to Bartlesville. When not applicable, other vendors may be used.

RECOMMENDATION: Recommend award of bid for asphaltic concrete to Bison Materials LLC, of Bartlesville, Oklahoma.

Council Member or Staff Member **Date**

CITY OF BARTLESVILLE, OKLAHOMA
BIDS FOR -
PLANT MIX BITUMINOUS BASES AND SURFACES
ASPHALTIC CONCRETE
BID # 2026-2027-005

ASPHALTIC CONCRETE

DESCRIPTION		UNIT/TON
1.	Type A (S-3)	$ 80
2.	Type B (S-4)	$ 85
3.	Type C (S-5)	$ 85

Highway miles from your plant to the City of Bartlesville, OK 6 miles

COMPANY NAME Bison Materials LLC

ADDRESS 3590 E. Durham Rd

CITY, STATE, ZIP Bartlesville, OK 74006

CONTACT Alex Saylor PHONE 918-440-2789

FAX 918-534-9952 E-MAIL alex@bisonmaterials.com
joetta@bisonmaterials.com

MAIL THE BID FORM(S) ALONG WITH THE NON-COLLUSION AFFIDAVIT TO:

CIITY OF BARTLESVILLE
CITY CLERKS OFFICE
401 S. JOHNSTONE AVE
BARTLESVILLE, OK 74003

BIDS MUST BE RECEIVED BY 2:00 PM ON TUESDAY SEPTEMBER 8, 2026.

PLEASE INDICATE BID NUMBER ON THE OUTSIDE OF THE MAILING ENVELOPE. IF BID NUMBER IS NOT ON THE ENVELOPE, YOUR BID WILL BE DISQUALIFIED.

If you wish to obtain a copy of the bid results, please include with your bid a letter requesting a copy of the bid results that contains an email address where we may forward an electronic copy of the results.

THE CITY OF BARTLESVILLE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PORTIONS THEREOF.

Company Name Bison Materials LLC

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 10.
Date; 9-14-26
Prepared by: Keith B. Henry
Department: Public Works

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to award bid 2026-2027-006 for aggregate base.

Attachments:

A. Bid review recommendation.
B. Bid sheet.

II. STAFF COMMENTS AND ANALYSIS

Bids for aggregate base are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC met all specifications and were determined to be the best bid.

The bid amounts are provided on the attached forms.

Sufficient funding is available in annual department budgets.

III. RECOMMENDED ACTION

Staff recommends award of bid 2026-2027-006 to Bison Materials LLC of Bartlesville, OK.

BID REVIEW RECOMMENDATION

DATE: September 14, 2026

PROJECT: N/A

BID NO: 2026-2027-006

DESCRIPTION: Aggregate Base

DEPARTMENT: Street, Park, Water & Wastewater

BID AMOUNT: As provided on the attached form.

BUDGET AMOUNT: Sufficient funding is available in annual department budgets.

COMMENTS: Bids for aggregate base are taken on an annual basis. Bids were received from two vendors. Bison Materials LLC met required specifications, and were the best bid on primary products and are in close proximity to Bartlesville.

RECOMMENDATION: Recommend award of bid for aggregate base to Bison Materials LLC, of Bartlesville, Oklahoma.

Council Member or Staff Member **Date**

CITY OF BARTLESVILLE, OKLAHOMA
BIDS FOR -
AGGREGATE BASE
BID # 2026-2027-006

AGGREGATE BASE

ITEM	COST PER TON @ PLANT	TRAILER DELIVERY	BOBTAIL DELIVERY
1 ½" CLASS A	$ 12.00		
2" CLASS A	———		
3" CLASS A	$ 12.00		
CRUSHER RUN (ALL SIZES)	$ 10.00		
½" CHIPS	$ 14.00		
3/8" CHIPS	$ 14.00		
5/8" CHIPS	———		
¾" CHIPS	———		
3" BEDDING	$ 12.50		
SHOT ROCK	$ 8.50		
RIP RAP	$ 22.00		
NEW SCREENINGS	$ 4.50		
ASPAHLT SCREENINGS	$ 6.50		
TYPE A	———		
TYPE B	———		
PUGGED BASE TYPE A & TYPE B	$ 12.00		
MANUFACTURED SAND	$ 13.00		

Company Name: Bison Materials LLC

Agenda Item 11.
9/29/2026
Prepared by Steve Roper
Engineering Department

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2026-2027-008 for the 13th Street & Choctaw Avenue Drainage Improvements project. The total budgeted amount for this project is $250,000.00 (see Section II, C. Budget Amount, for additional budget information).

B. ATTACHMENTS:

Project Plans and Bid Tab

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

A. PROJECT DESCRIPTION:

One of the discretionary projects included in the 2020 ½ Cent Sales Tax (CIP) extension is the Choctaw Drainage Improvement project. The project consists of drainage improvements beginning at the cross drain under Choctaw Ave. approximately 100 feet north of 13th St and improves drainage extending south to the intersection with 13th St and then west following 13th approximately 30 feet.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, Bid News Construction Reports, and Southwest Construction News, thirteen (13) bid invitations were mailed to regional contractors and five (5) contractors submitted a bid. The bids were structured to include a base bid and bid alternate. The base bid covered the project from east of Choctaw extending south and west to the end of project approximately 30 feet west of Choctaw Ave. The bid alternate included connecting a junction box immediately west of the Choctaw crossing and extending the project north to the intersection with E 12th Place. The format facilitates possible award of the work to 12th Place and if that is not within budget then the base bid tie could be awarded to complete most critical portions of the work.

The bids, including all options are as follows:

- KSL Dirtworks, LLC (Bartlesville, OK)
  - BASE BID $292,856.34
  - ADD. ALTERNATE $62,609.70
  - COMBINED BASE AND ALT $355,466.04
- D-Kerns Construction , Inc (Claremore, OK)
  - BASE BID $253,510.00
  - ADD. ALTERNATE $35,690.00
  - COMBINED BASE AND ALT $289,200.00
- CD Construction and Design Solutions, LLC (Claremore, OK)
  - BASE BID $311,890.00
  - ADD. ALTERNATE $72,510.00
  - COMBINED BASE AND ALT $384,400.00
- Iron Pipe Construction, LLC (Broken Arrow, OK)
  - BASE BID $250,339.00
  - ADD. ALTERNATE $72,803.00
  - COMBINED BASE AND ALT $323,142.00
- Paragon Contractors LLC (Tulsa, OK)
  - BASE BID $380,630.00
  - ADD. ALTERNATE $81,010.00
  - COMBINED BASE AND ALT $461,640.00

The bids were evaluated for addendums, bid bonds, line item prices, and arithmetic. One bidder omitted the required Owner's Allowance pay item. The bid was adjusted to include this item and is shown correctly. All bids have the necessary components, and no arithmetic errors were found.

C. BUDGET AMOUNT:

The original budget for the project was $250,000.00. After design expenses were removed, the remaining balance available for construction was $218,000.00 The low base bid plus Add. Alt. of $289,200.00 is $71,200.00 over the available budget. Staff has identified additional funding available in the Drainage Materials portion of Sales Tax revenue that can fund the remainder of the project.

III. RECOMMENDED ACTION

D-Kerns Construction, Inc. is a local contractor who has a multitude of experience with this type of project. They are currently working with the BDA at the Industrial Park. Staff recommends awarding the base bid and Add. Alternate component of the bid to D Kerns Construction LLC in the amount of $289,200.00.

Council Member or Staff Member

Date

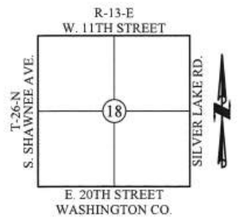
Plans For

13TH STREET & CHOCTAW AVENUE DRAINAGE IMPROVEMENTS

PROJECT NO. 2026053

By The

CITY OF BARTLESVILLE
BARTLESVILLE, OKLAHOMA





CITY OF BARTLESVILLE

JIM CURD, JR.	MAYOR
TREVOR DORSEY	VICE MAYOR
TIM SHERRICK	COUNCILOR
LARRY EAST	COUNCILOR
AARON KIRKPATRICK	COUNCILOR

MIKE BAILEY	CITY MANAGER
LAURA SANDERS	ASSISTANT CITY MANAGER
KEITH HENRY	PUBLIC WORKS DIRECTOR
JASON MUNINGER	CITY CLERK
JESS KANE	CITY ATTORNEY



INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER
2	GENERAL NOTES
3	EXISTING SITE PLAN & SURVEY DATA
4	DEMOLITION PLAN
5	GRADING PLAN
6	E. 13TH STREET DRAINAGE IMPROVEMENTS
7	CHOCTAW AVENUE DRAINAGE IMPROVEMENTS
8	PROJECT PHOTOS
9	MISCELLANEOUS DETAILS

REFERENCE SPECIFICATIONS

CITY OF BARTLESVILLE
ODOT
CITY OF TULSA



DALE A. SEATON, P.E.
OK 33398

Job No. 26BARTSTORM

2026

HOLLOWAY, UPDIKE & BELLEN, Inc.
ENGINEERS
818 EAST SIDE BOULEVARD
POST OFFICE BOX 1543
MUSKOGEE, OKLAHOMA 74402
918/682-7811
2001 N WILLOW AVE
BROKEN ARROW, OKLAHOMA 74012
918/251-0717

C.A. NO. 219 - EXPIRES 06/30/27

1/2 SIZE PLANS

Z:\Projects\2026\26BARTSTORM\Design\Production Plans\Cover.dwg, 8/31/2026 12:56:05 PM

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION METHODS AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE 2019 OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARDS FOR HIGHWAY CONSTRUCTION, THE CURRENT SPECIFICATIONS, AND THE BARTLESVILLE DESIGN CRITERIA AND STANDARD DETAILS.

2. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS GOVERNING SAFETY, HEALTH AND SANITATION. THE CONTRACTOR SHALL PROVIDE ALL SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT, AND TAKE ANY OTHER ACTION NEEDED, BEING HIS OWN RESPONSIBILITY OR AS THE ENGINEER MAY DETERMINE REASONABLY NECESSARY TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACT.

3. ALL EXCAVATED MATERIAL NOT REQUIRED IN OTHER AREAS OF THE PROJECT, INCLUDING CONCRETE SOLID PIPE AND CURB REMOVAL, SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN A MANNER ACCEPTABLE TO THE ENGINEER WITHOUT COST TO THE CITY.

4. THE CONTRACTOR SHALL WORK IN COOPERATION WITH THE CITY TO ESTABLISH, INSTALL, MAINTAIN AND OPERATE COMPLETE, ADEQUATE, AND SAFE TRAFFIC CONTROLS DURING THE ENTIRE CONSTRUCTION PERIOD. IF IT IS NECESSARY TO CLOSE ANY PORTION OF ANY STREET TO ACCOMMODATE ANY PHASE OF CONSTRUCTION, THE CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL A TRAFFIC CONTROL PLAN TO ENGINEER AND OWNER AT LEAST 72 HOURS PRIOR TO COMMENCING THE PHASE OF WORK. ALL TRAFFIC CONTROL DEVICES SHALL BE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL PLACE TRAFFIC CONTROL FLAGMEN, BARRICADES AND ALL OTHER DEVICES WITHIN THE VICINITY OF THE CONSTRUCTION AS REQUIRED. ALL CONSTRUCTION SIGNING WILL BE DONE ACCORDING TO STANDARDS SET FORTH IN THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.

5. LOCAL AND THROUGH TRAFFIC SHALL BE MAINTAINED THROUGH PROJECT AT ALL TIMES, ALL PUBLIC AND PRIVATE STREETS AND DRIVES SHALL BE ACCESSIBLE FOR TRAFFIC AT ALL TIMES DURING CONSTRUCTION OF THIS PROJECT. SPECIAL COORDINATION AND SCHEDULING AND WORK IS REQUIRED TO MAINTAIN SCHOOL ACTIVITIES AND SCHOOL TRAFFIC REQUIREMENTS.

6. CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF OKLAHOMA ONE-CALL SYSTEM, INC. NOTICE OF ANY EXCAVATION NO SOONER THAN TEN DAYS NOR LATER THAN 48 HOURS, EXCLUDING SATURDAYS, SUNDAYS, LEGAL HOLIDAYS, PRIOR TO COMMENCEMENT OF WORK. PHONE 1-800-522-6543.

7. THE CONTRACTOR SHALL GIVE 72 HOURS NOTIFICATION PRIOR TO WORKING ON THE PROPERTY OWNER'S DRIVEWAY. TEMPORARY DRIVES SHALL BE CONSTRUCTED AND MAINTAINED AS NECESSARY TO PROVIDE ACCESS TO PROPERTY THROUGH OUT THE PROJECT. ALL DRIVEWAYS SHALL BE USABLE AND OPEN DURING NON-CONSTRUCTION PERIODS.

8. PROPERTY OWNER NOTIFICATIONS
   ALL PROPERTY OWNERS ADJACENT TO THE ALIGNMENT SHALL BE NOTIFIED OF THE PROJECT WITHIN SEVEN (7) CALENDAR DAYS BEFORE CONSTRUCTION ON OR ADJACENT TO THE PROPERTY, AND A MINIMUM OF 48 HOURS BEFORE CONSTRUCTION.

9. TRENCH SAFETY
   CONTRACTOR SHALL FOLLOW REQUIREMENTS FOR EXCAVATION AND TRENCH SAFETY PER CITY AND GUIDELINES SET BY THE US DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). TRENCH SAFETY SHALL BE CONSIDERED INCIDENTAL WORK AND WILL NOT BE MEASURED FOR PAYMENT.

10. MANHOLES
    ALL MANHOLE LIDS SHALL BE IN ACCORDANCE WITH CITY AND BE 30" LIDS MINIMUM UNLESS SPECIFICALLY NOTED OTHERWISE.

11. REFERENCE ODOT & CITY OF TULSA SPECIFICATIONS AND STANDARD DETAILS. SEE CITY OF TULSA FOR PIPE BEDDING AND STREET CROSSING DETAILS AS REQUIRED.

12. ALL DEMOLISHED ITEMS AND MATERIAL ARE THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF PROPERLY.

13. SEQUENCE OF THE INSTALLED WORK SHALL BEGIN AT THE LOWEST POINT OF THE DRAINAGE IMPROVEMENTS PROJECT PER ODOT SPECIFICATION 613.04A.

14. PROPOSED DEMOLITION AND WORK LIMITS ARE INDICATED. THE CONTRACTOR'S ACTUAL LIMITS MAY VARY AS REQUIRED. COSTS OF DEMOLITION SHALL BE PAID FOR IN OTHER ITEMS OF WORK.

15. PROTECT THE EXISTING FENCE LINES, GATES, ELECTRICAL SERVICES AND PAYMENT AREAS DURING CONSTRUCTION.

PAY ITEM NOTES

1. BID ITEM INCLUDES THE COST OF REMOVAL AND DISPOSAL OF TREES AND SHRUBS WITHIN THE WORK AREA AS REQUIRED FOR THE PROPOSED WORK. ALSO INCLUDED IN THIS BID ITEM ARE ITEMS THAT ARE EITHER ALREADY INCLUDED IN OTHER BID ITEMS OR DO NOT HAVE A BID ITEM. PAYMENT OF EROSION CONTROL SHALL BE PAID FOR IN OTHER ITEMS OF WORK. BID ITEM SHALL ALSO INCLUDE THE HAUL OFF AND DISPOSAL OF UNSUITABLE SOILS WITH DEBRIS, TRASH OR OTHER LARGE ROCKS.

2. BID ITEM INCLUDED EXCAVATION, STAGING, MATERIAL HAULING, AND PLACEMENT OF ONSITE MATERIALS.

3. UNCLASSIFIED BORROW SOIL IS REQUIRED TO BE CLEAN FILL SOIL WITH NO ROCKS LARGER THAN 2" AND UNIFORM IN SOIL TYPE WITH PI BETWEEN 7 AND 18 AND NOT EXPANSIVE SUITABLE FOR COMPACTION IN WORK SHOWN. SOILS IN GRASS AREAS SHALL BE COMPACTED IN 8" LIFT MAXIMUM AND SHALL BE COMPACTED TO 90% STD DENSITY.

4. SALVAGE OF TOPSOIL SHALL BE COMPLETED DURING CLEARING AND RESTORATION AND STORED BY THE CONTRACTOR FOR REUSE BASE ON AVAILABLE SOIL QUANTITIES.

5. BORROW TOPSOIL SHALL BE ORGANIC BASED TOPSOIL AND CLEAN OF ANY ROCKS LARGER THAN 1". TOP SOIL SHALL BE A SANDY LOAM BASED ORGANIC SOIL AND HAVE A PI LESS THAN 20.

6. ODOT CLASS D BEDDING DETAIL APPLIES TO PIPING/CULVERTS IN GRASS AREAS. ODOT CLASS B BEDDING (TYPE "A" AGGREGATE BASE ROCK) APPLIES TO BEDDING PIPING/CULVERTS IN STREET CROSSINGS, DRIVEWAYS AND UNDER PAVEMENT. BACKFILL SECTION UNDER PAVING AND ABOVE BEDDING SHALL BE ODOT TYPE A AGGREGATE BASE. TYPE A AGGREGATE BASE ROCK SHALL BE COMPACTED TO 95% STANDARD PROCTOR.

7. BID ITEM SHALL INCLUDE 8" TYPE "A" AGGREGATE BASE ROCK UNDER STRUCTURE AND 12" OUTSIDE DRIPLINE OF PROPOSED STRUCTURE. COMPACTED ROCK TO 95% STD DENSITY.

8. BID ITEM INCLUDES THE DEMOLITION REQUIRED IN THE REMOVAL, HAUL OFF AND PROPER DISPOSAL OF REMOVED MATERIALS FOR THE PROPOSED SCOPE OF WORK.

9. RIP RAP SHALL MEET ODOT SPECIFICATIONS AND BE PLACED ON MIRAFI 160N-6OZ FABRIC OR EQUAL.

10. OWNERS ALLOWANCE IS PROVIDED FOR OWNER CONVENIENCE AND USE AS REQUIRED FOR UNFORESEEN ITEMS IDENTIFIED AND APPROVED BY THE OWNERS REPRESENTATIVE.

SUMMARY OF PAY ITEMS

ITEM NUMBER	SPEC NUMBER	ITEM DESCRIPTION	PAY NOTES	UNIT	QUANTITY
1	COT	MOBILIZATION		LS	1
2	COT	RIGHT-OF-WAY CLEARING AND RESTORING	1	LS	1
3	COT	UNCLASSIFIED EXCAVATION AND BACKFILL	2	CY	200
4	SPEC	UNCLASSIFIED BORROW	3	CY	150
5	SPEC	SALVAGE TOPSOIL	4	LS	1
6	SPEC	BORROW TOPSOIL	5	CY	80
7	ODOT	AGGREGATE BASE TYPE A (BEDDING & BACKFILL)	6	CY	200.00
8	ODOT	36" STORM PIPE (ADS, HP Storm)	6	LF	12
9	ODOT/B-511E	6'X4' RCB CULVERT, SINGLE CELL	6	LF	105
10	ODOT/B-578/B-579	6'X4" RCB CULVERT END SECTION	6,7	EA	2
11	COT/STD-775	10'X10' PRECAST CONCRETE STORMWATER JUCTION BOX	7	EA	2
12	ODOT	ASPHALT PAVEMENT		SY	38
13	HUB	CONCRETE REMOVAL & DISPOSAL	8	SY	38
14	HUB	CONCRETE SAW CUT FULL DEPTH		LF	52
15	ODOT	12" RIP RAP	9	SY	20
16	COT	SOD		SY	500
17	ODOT	CONSTRUCTION TRAFFIC CONTROL		LS	1
18	203.999	OWNER'S ALLOWANCE	10	LS	1
		ADDITIVE ALTERNATE NO. 1			
19	COT	RIGHT-OF-WAY CLEARING AND RESTORING	1	LS	1
20	COT	UNCLASSIFIED EXCAVATION AND BACKFILL	2	CY	100
21	SPEC	UNCLASSIFIED BORROW	3	CY	30
22	SPEC	SALVAGE TOPSOIL	4	LS	1
23	SPEC	BORROW TOPSOIL	5	CY	30
24	ODOT	AGGREGATE BASE TYPE A (BEDDING & BACKFILL)	6	CY	20
25	ODOT	18" STORM PIPE (ADS, HP Storm)	6	LF	24
26	ODOT	36" STORM PIPE (ADS, HP Storm)	6	LF	97
27	ODOT	18" PRECAST END SECTION	6,7	EA	1
28	ODOT	36" PRECAST END SECTION	6,7	EA	1
29	COT	5' PRECAST MANHOLE	6,7	LS	1
30	HUB	4" SIDEWALK		SY	8
31	HUB	CONCRETE REMOVAL & DISPOSAL	8	SY	46
32	HUB	CONCRETE SAW CUT FULL DEPTH		LF	52
33	ODOT	TYPE "B" WHEEL CHAIR RAMP W/ TACTILE WARNING DOME		SF	1
34	ODOT	CONSTRUCTION TRAFFIC CONTROL		LS	1
35	COT	SOD		SY	200

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COORDINATE TABLE				
ID	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	CP 1/2"	639911.61	2563385.36	674.45
2	CP 1/2"	639820.92	2563963.16	668.02
3	CP 1/2"	640434.13	2563974.50	668.96

104
677.41
IPF 3/8" OLD

106
676.32
IPF 1/2"

103
676.51
IPF 1/2" YELL CAP LS

102
675.47
IPF 5/8"

105
674.84
IPF 5/8"

101
675.23
IPF 5/8"

100
675.05
IPF 5/8"

3
668.96
CP 1/2"

5
668.99
BM

1
674.45
CP 1/2"

4
673.94
BM

2
668.02
CP 1/2"

CHOCTAW AVE.

GARDEN DR.

E. 13TH ST.

BUS MAINTENANCE YARD

BARTLESVILLE MAINTENANCE BUILDING

BARTLESVILLE SCHOOL

OHE

0 40' 80'
SCALE: 1" = 40'

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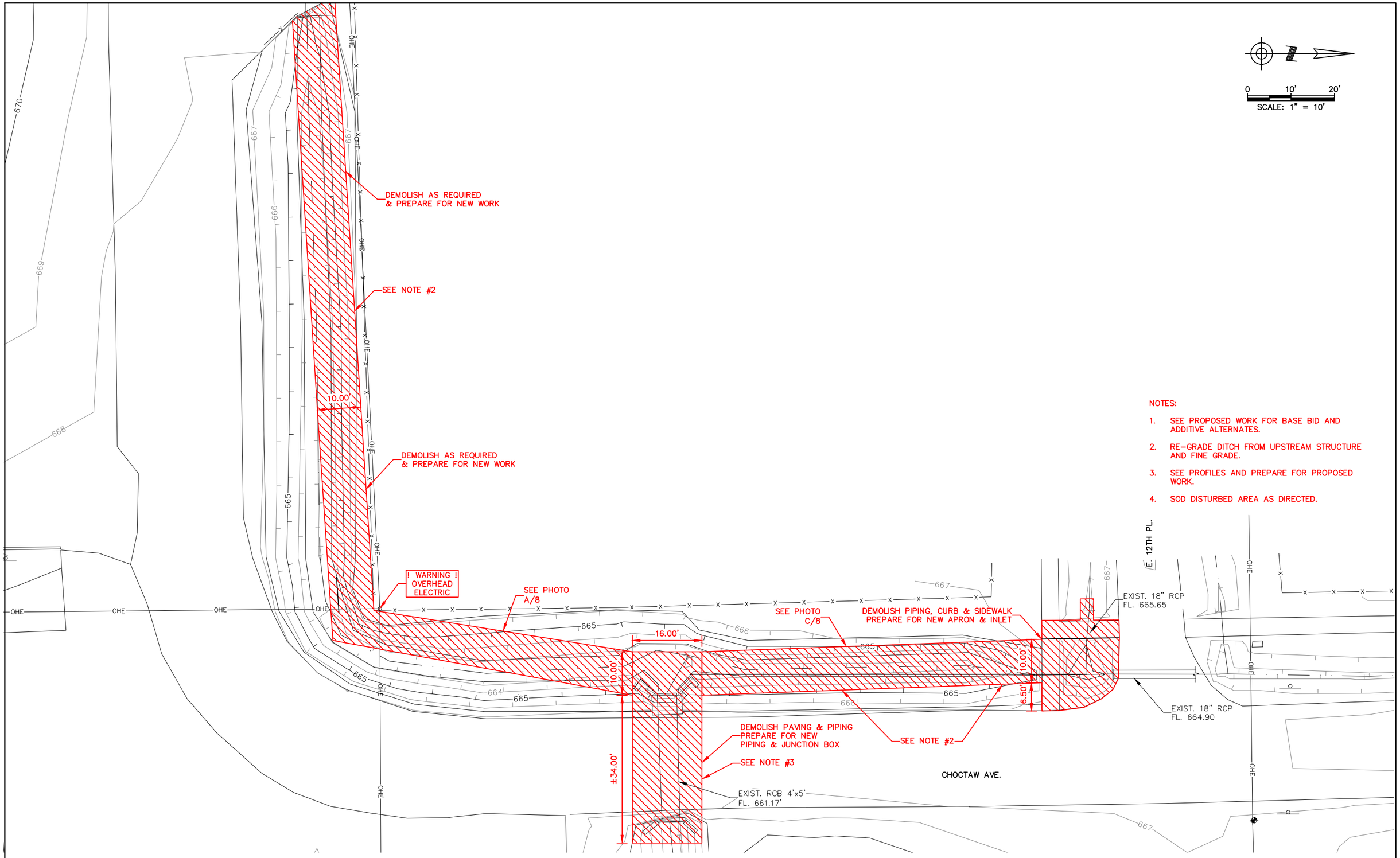
13TH STREET AND CHOCTAW AVENUE
DRAINAGE IMPROVEMENTS

Scale: 1"=40' | Detail: CMW
Date: 2026 | Check: TJR

EXISTING SITE PLAN & SURVEY DATA

Proj. No. 26BARTSTORM
Sht. No. 3

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NOTES:

1. SEE PROPOSED WORK FOR BASE BID AND ADDITIVE ALTERNATES.
2. RE-GRADE DITCH FROM UPSTREAM STRUCTURE AND FINE GRADE.
3. SEE PROFILES AND PREPARE FOR PROPOSED WORK.
4. SOD DISTURBED AREA AS DIRECTED.

1/4 DEMOLITION PLAN
SCALE: 1" = 10'

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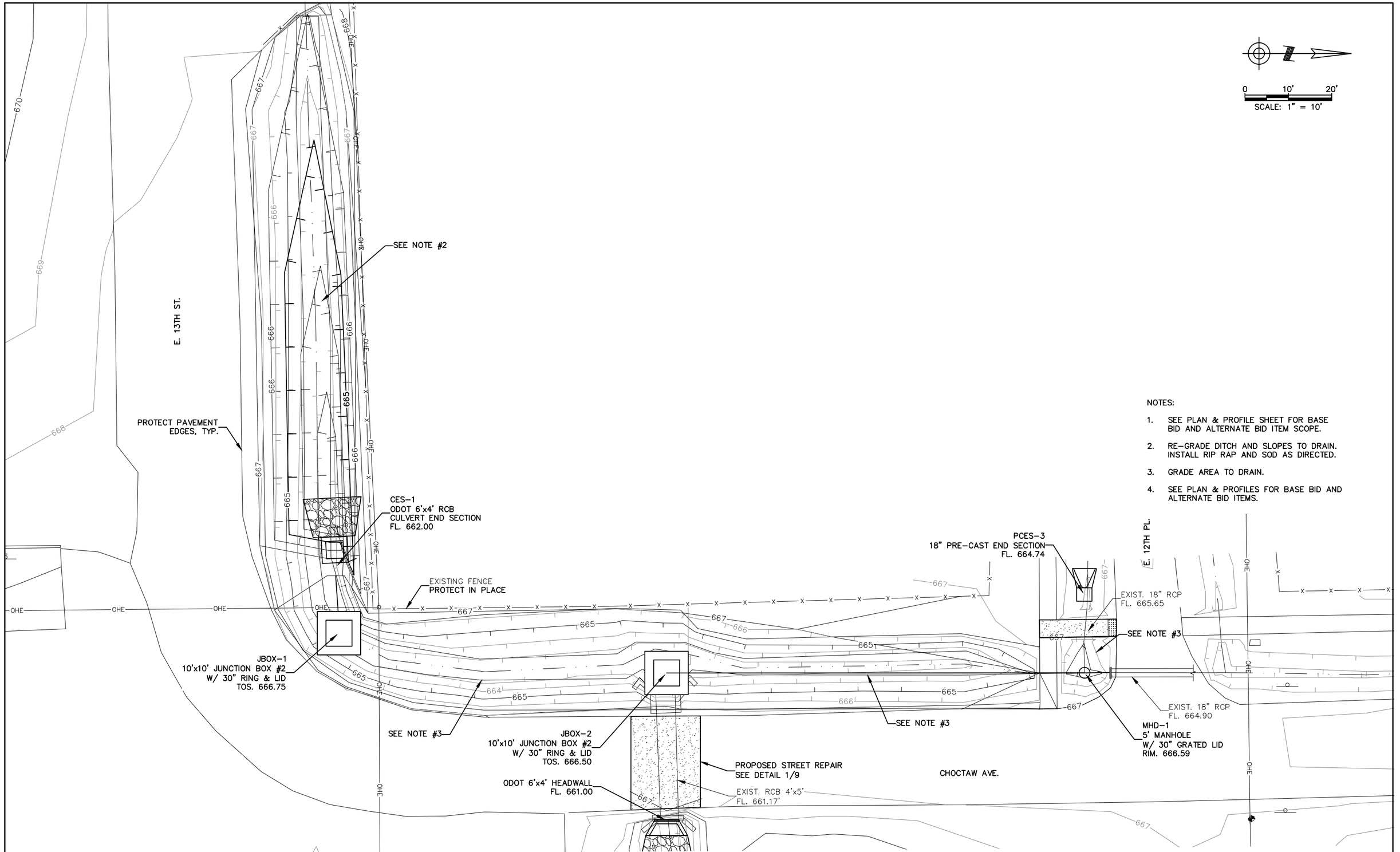
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13TH STREET AND CHOCTAW AVENUE
DRAINAGE IMPROVEMENTS

Scale: 1"=10'	Detail: CMW
Date: 2026	Check: TJR

DEMOLITION PLAN

Proj. No. 26BARTSTORM
Sht. No. 4



NOTES:

1. SEE PLAN & PROFILE SHEET FOR BASE BID AND ALTERNATE BID ITEM SCOPE.
2. RE-GRADE DITCH AND SLOPES TO DRAIN. INSTALL RIP RAP AND SOD AS DIRECTED.
3. GRADE AREA TO DRAIN.
4. SEE PLAN & PROFILES FOR BASE BID AND ALTERNATE BID ITEMS.

1/5 GRADING PLAN
SCALE: 1" = 10'

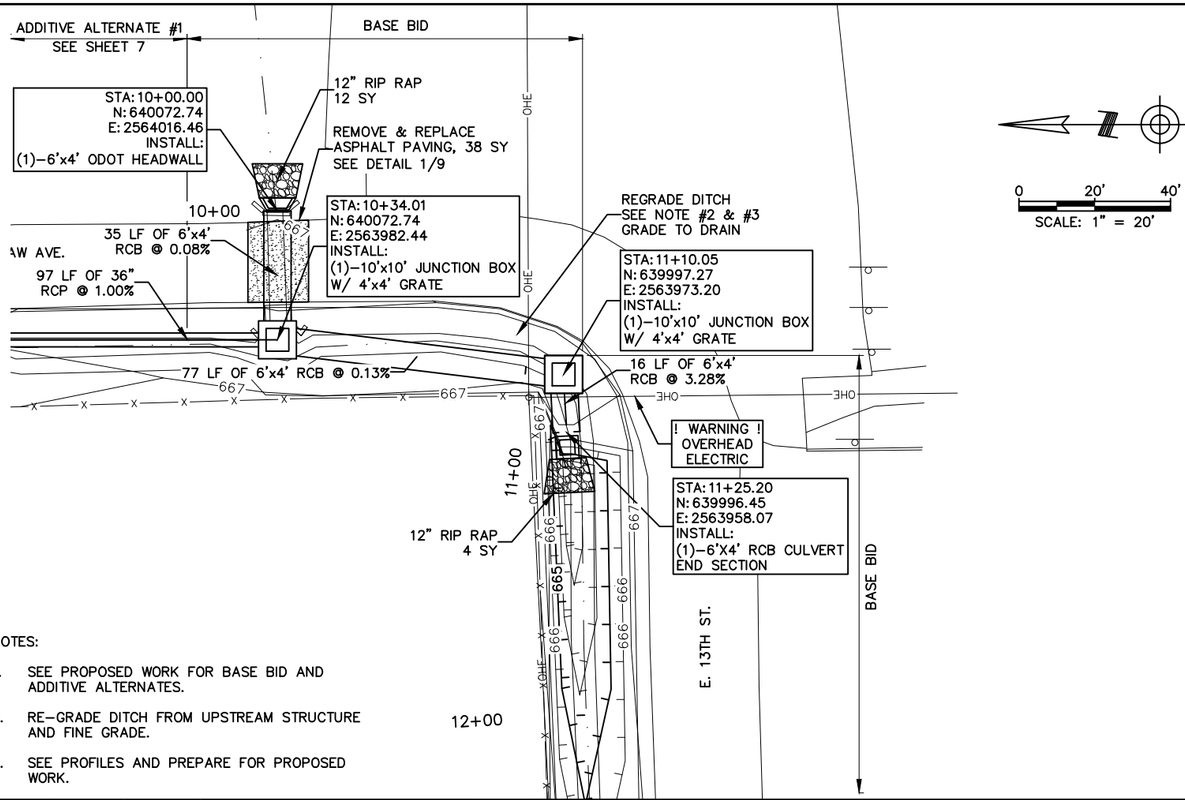
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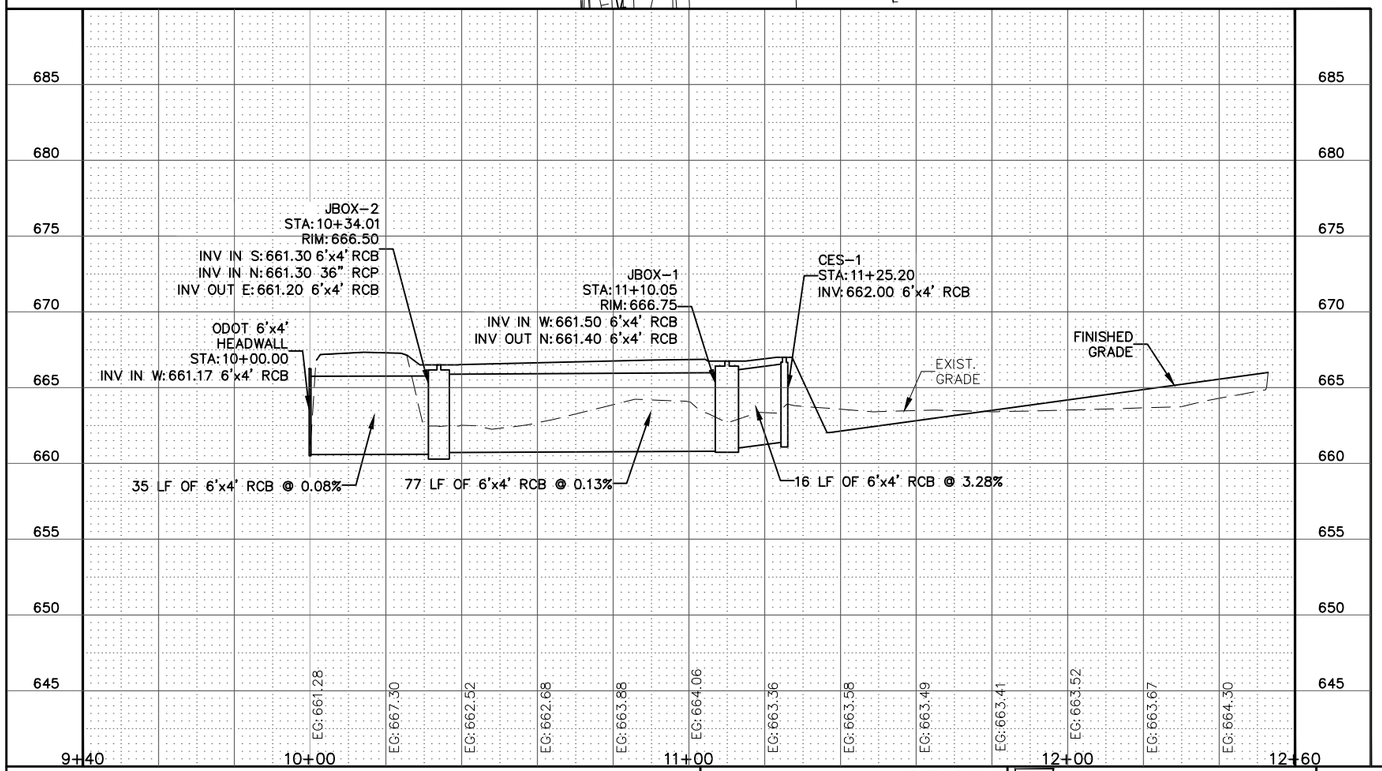
13TH STREET AND CHOCTAW AVENUE DRAINAGE IMPROVEMENTS

Scale: 1"=10'	Detail: CMW	GRADING PLAN	Proj. No. 26BARTSTORM
Date: 2026	Check: TJR		Sht. No. 5



NOTES:

1. SEE PROPOSED WORK FOR BASE BID AND ADDITIVE ALTERNATES.
2. RE–GRADE DITCH FROM UPSTREAM STRUCTURE AND FINE GRADE.
3. SEE PROFILES AND PREPARE FOR PROPOSED WORK.



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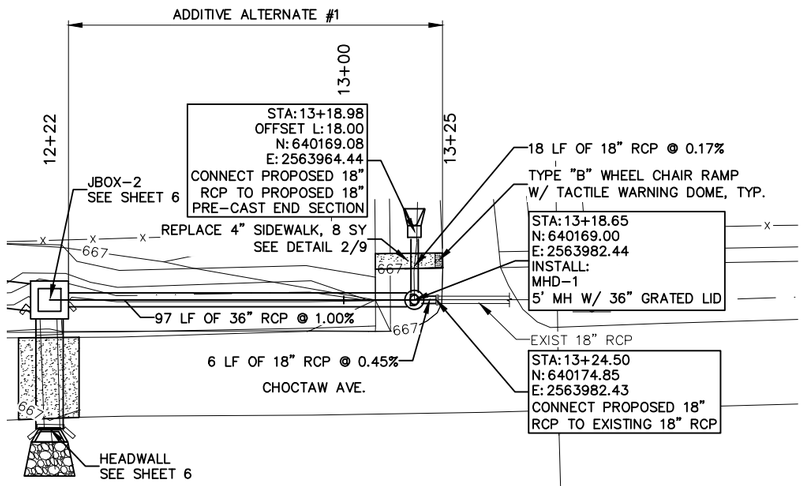
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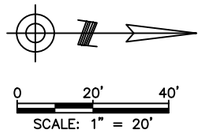
13TH STREET AND CHOCTAW AVENUE
DRAINAGE IMPROVEMENTS

Scale: 1"=20'H\1"=5'V | Detail: CMW
Date: 2026 | Check: TJR

E. 13TH STREET DRAINAGE
IMPROVEMENTS PLAN & PROFILE

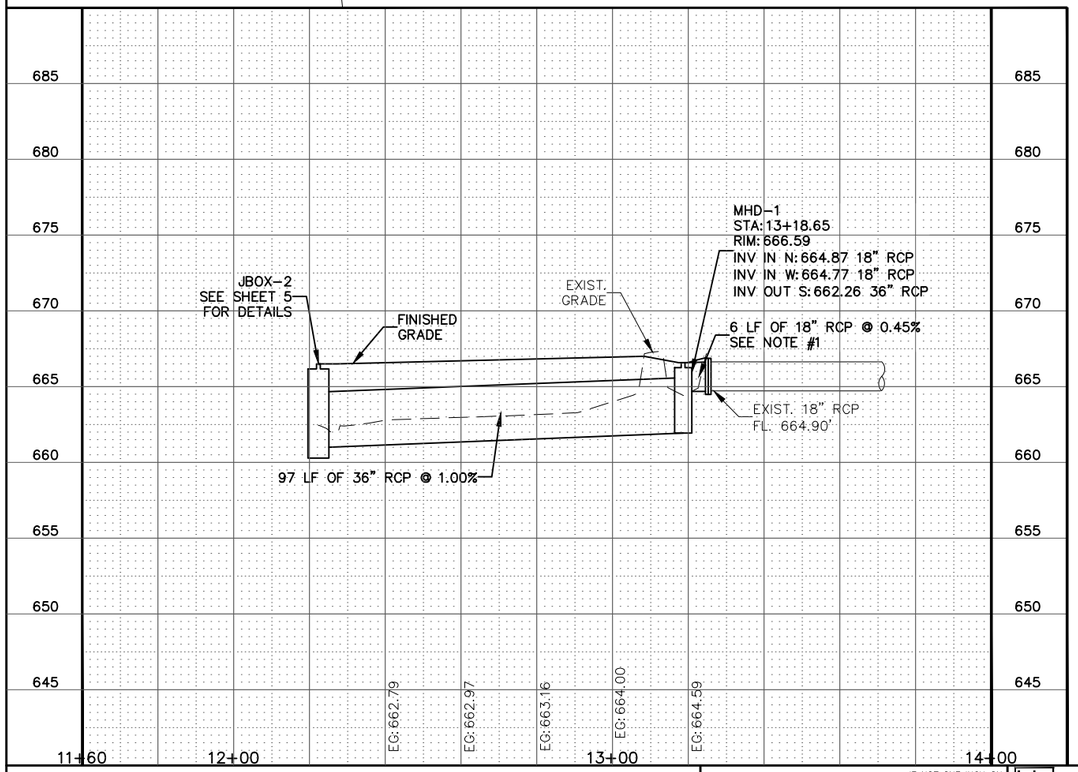
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Sht. No. 6





NOTES:

1. PLACE CONCRETE COLLAR UNDER & AROUND CONNECTIONS (± 1/2 CY)



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13TH STREET AND CHOCTAW AVENUE
DRAINAGE IMPROVEMENTS

Scale: 1"=20'H\1"=5'V	Detail: CMW	CHOCTAW AVE. DRAINAGE IMPROVEMENTS PLAN & PROFILE	Proj. No. 26BARTSTORM
Date: 2026	Check: TJR		Sht. No. 7



A/8 PHOTO – CHOCTAW LOOKING SOUTH
NTS



B/8 PHOTO – CHOCTAW LOOKING SOUTH
NTS



C/8 PHOTO – CHOCTAW LOOKING NORTH
NTS

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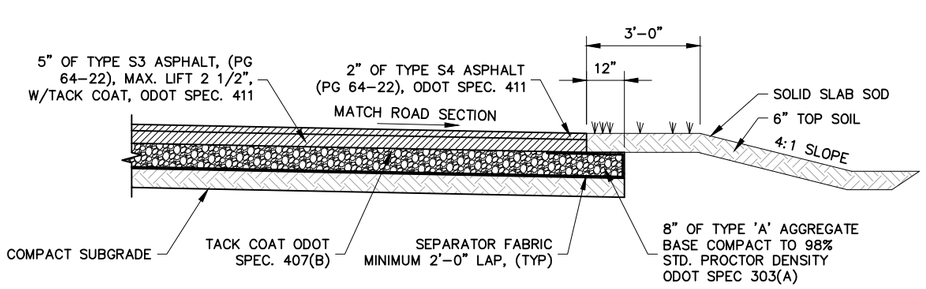
Holloway, Updike and Bellen, Inc.
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13TH STREET AND CHOCTAW AVENUE
DRAINAGE IMPROVEMENTS

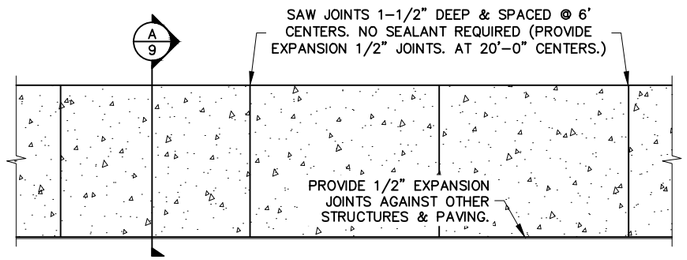
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Date: 2026
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Check: TJR

PROJECT PHOTOS

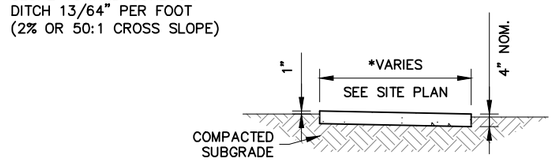
Proj. No. 26BARTSTORM
Sht. No. 8



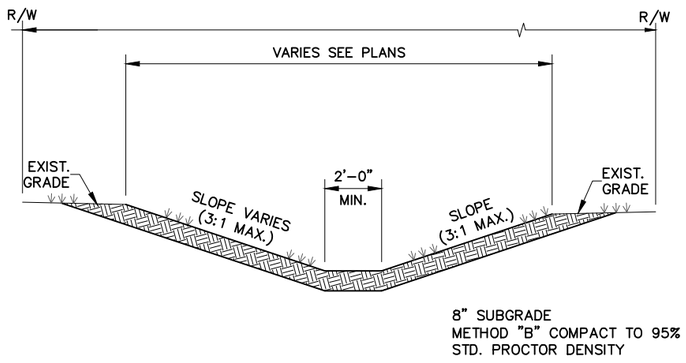
1/9 TYPICAL SECTION – PAVING
SCALE: 1/2" = 1'-0"



2/9 PLAN @ SIDEWALK/MOW STRIP
SCALE: 1/2" = 1'-0"



A/9 SECTION @ SIDEWALK/MOW STRIP
SCALE: 1/2" = 1'-0"



3/9 DRAINAGE DITCH
SCALE: 3/8" = 1'-0"

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13TH STREET AND CHOCTAW AVENUE
DRAINAGE IMPROVEMENTS

Scale: AS SHOWN | Detail: CMW
Date: 2026 | Check: TJR

MISCELLANEOUS DETAILS

Proj. No. 26BARTSTORM
Sht. No. 9

Agenda Item 12.
October 5, 2026
Prepared by:
Holly Mayhew, Senior Planner
Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

CASE NO. PUD-0726-0074/75 – Public hearing with discussion and possible action to approve Ordinance No. _____ rezoning property located at 2319 SE Washington Blvd. from C-5 (General Commercial) to C-5/PUD (General Commercial/Planned Unit Development) and a Planned Unit Development and Site Development Plan to allow the construction of a 50-foot by 63-foot addition to an existing building.

- Attachments: Proposed Ordinance and Planning Commission Staff Report

II. STAFF COMMENTS AND ANALYSIS

The applicant requests approval of a Planned Unit Development (PUD) and Site Development Plan for the existing Tate Boys Tire and Service property at 2319 SE Washington Blvd. The request would allow construction of a 50-foot by 63-foot addition over an existing outdoor work area containing two automotive lifts. The proposed addition would consist of a steel frame with a metal awning and remain open on three sides.

The PUD and Site Development Plan is found in the Staff Report to Planning Commission, attached hereto.

Zoning History.

The subject property is currently zoned C-5 (General Commercial) and has been developed as Tate Boys Tire and Service since 2003. There are no prior zoning cases associated with the subject property.

Zoning and Land Use Compatibility:

The property is located within the Community Commercial Character Area of the Comprehensive Plan. C-5 uses are identified as primary uses within the Community Commercial Character Area. The proposal does not introduce a new use to the property and is generally consistent with the existing commercial development pattern in the area.

Summary of PUD Modifications:

The PUD is requested primarily to modify setback and residential protection requirements applicable to the portions of the property adjacent to residentially zoned property. Major modifications include:

- Reduced rear setback from 40 feet to 25.5 feet.
- Reduced northwest setback from 40 feet to 25.5 feet.
- Exemption from the residential protection screening requirement along the west property line, subject to the applicant's written request and common ownership of the adjoining residential property.

The proposed addition does not affect the existing site circulation or parking. The site will continue to provide 43 parking spaces, exceeding the 36 spaces required for the nine proposed service bays. Existing public infrastructure is adequate to serve the proposed improvement, and no significant impacts to the transportation network or public utilities are anticipated.

Staff recommends approval of the Planned Unit Development and Site Development Plan subject to the following conditions:

1. The development shall remain in substantial conformance with the approved PUD and Site Development Plan.
2. The residential protection screening exemption shall apply only to the adjoining residential property under common ownership with the applicant.
3. The proposed addition shall remain open on three sides as depicted on the approved Site Development Plan. Any future enclosure or substantial modification shall require review and approval in accordance with the City's Zoning Regulations.
4. All applicable development, building, fire, engineering, and other City requirements shall be satisfied prior to issuance of applicable permits.
5. The applicant shall submit the request for exemption from the residential protection screening requirement regarding the property to the west in writing to the Community Development Department in conjunction with the applicable permit submittals.

III. BUDGET IMPACT

There is no direct budget impact associated with approval of this request.

IV. RECOMMENDED ACTION

Approval of Ordinance rezoning property located at 2319 SE Washington Blvd. from C-5 (General Commercial) to C-5/PUD (General Commercial/Planned Unit Development), and approval of the associated Planned Unit Development and Site Development Plan, subject to the conditions recommended by Planning Commission and Staff.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE CITY OF BARTLESVILLE, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM C-5 TO C-5/PUD AND ACKNOWLEDGING THE APPROVAL OF A NEW SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT (PUD-0726-0074/75).

WHEREAS, a petition was heretofore filed with the Planning Commission of the City of Bartlesville requesting approval of a Planned Unit Development and Site Development Plan relative to the real estate described below, located in the City of Bartlesville and zoned C-5 (General Commercial), including modifications to certain applicable development standards and residential protection requirements; and

WHEREAS, the Bartlesville City Planning Commission considered said request at a public hearing on September 22, 2026, and following public input and discussion, submitted its report to the City Council with a recommendation for approval of the Planned Unit Development and Site Development Plan with conditions; and

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

WHEREAS, on October 5, 2026, said hearing was duly held by the City Council; and

WHEREAS, on October 5, 2026, said City Council approved said rezoning and supplemental designation planned unit development.

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

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

Tract 1: A 100-foot by 130-foot tract in the SE/4 SE/4 of Section 20, Township 26 North, Range 13 East, Washington County, Oklahoma, located approximately 330 feet south and 25 feet west of the northeast corner of said quarter-quarter section and;

Tract 2: A tract approximately 245.30 feet wide by 180 feet deep in the SE/4 SE/4 of Section 20, Township 26 North, Range 13 East, Washington County, Oklahoma, located between the south line of Block 3, Skyline Heights Addition, and the north line of Block 1, Potter's Addition, excluding

Tract 1.

Section 2. That the rezoning and PUD pertaining to Case No. PUD-0726-0074/75, relative to all of the real property described herein, is hereby approved with the following conditions:

1. Development shall remain in substantial conformance with the approved Planned Unit Development and Site Development Plan, including all approved development standards, in accordance with the City's Zoning Regulations.
2. The residential protection screening requirement along the west property line shall be exempted only for the adjoining residential property under common ownership with the applicant.
3. The proposed addition shall remain open on three sides as depicted on the approved Site Development Plan. Any future enclosure or substantial modification of the addition shall require review and approval in accordance with the City's Zoning Regulations.
4. All applicable development, building, fire, engineering, and other City requirements shall be satisfied prior to issuance of applicable permits.
5. The applicant shall submit the request for exemption from the residential protection standard screening requirement regarding the property to the west in writing to the Community Development Department in conjunction with the applicable permit submittals.

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

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 5th day of October, 2026.

_____

James S. Curd, Jr., Mayor

ATTEST:

_____

Jason Muninger, CFO/City Clerk

COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

TO: Bartlesville City Planning Commission

FROM: Holly Mayhew, Senior Planner

DATE: September 22, 2026

CASE NO. PUD-0726-0074/75

SUBJECT: A public hearing to consider and take action on a request for approval of a PUD (Planned Unit Development) and a Site Development Plan on approximately 1-acre zoned C-5 (General Commercial), located at 2319 SE Washington Blvd.

GENERAL INFORMATION:

Applicant: Crimson Buildings LLC on behalf of SCF RC Funding IV LLC

Requested Action: Approval of a PUD and Site Development Plan

Location: 2319 SE Washington Blvd. Bartlesville, OK 74006

Legal Description:

Tract 1: A 100-foot by 130-foot tract in the SE/4 SE/4 of Section 20, Township 26 North, Range 13 East, Washington County, Oklahoma, located approximately 330 feet south and 25 feet west of the northeast corner of said quarter-quarter section and;

Tract 2: A tract approximately 245.30 feet wide by 180 feet deep in the SE/4 SE/4 of Section 20, Township 26 North, Range 13 East, Washington County, Oklahoma, located between the south line of Block 3, Skyline Heights Addition, and the north line of Block 1, Potter's Addition, excluding Tract 1.

Area: Approximately 1 acre

Floodplain: None

Character Area: Community Commercial

Adjacent Zoning, Land Uses, and Character Areas:

	Zoning	Land Use	Comp Plan Character Area
North	C-5 and RS-10	Commercial and Single Family Residential	Community Commercial and Suburban Neighborhood
South	RS-10	Single-Family Residential	Suburban Neighborhood
East	C-3/PUD	Commercial/Retail	Community Commercial
West	RS-10	Undeveloped	Suburban Neighborhood

REQUEST:

The applicant requests approval of a Planned Unit Development (PUD) and Site Development Plan for the Tate Boys Tire and Service business located at 2319 SE Washington Blvd. The purpose of the request is to allow construction of a 50-foot by 63-foot addition to the existing building. The proposed addition will provide a covered area over an existing outdoor

work area containing two automotive lifts. The addition is proposed to consist of a steel frame with a metal awning and will remain open on three sides.

Approval of the PUD is requested to modify the required setbacks applicable to the property and to address the residential protection standards applicable to the property to the west.

BACKGROUND:

The subject property is zoned C-5 (General Commercial) and consists of approximately 1 acre located at 2319 SE Washington Blvd., across from Washington Park Mall. The property was developed as Tate Boys Tire and Service in 2003 and continues to operate as such.

There are no prior zoning cases associated with the subject property.

SUPPLEMENTAL INFORMATION:

Summary of Requested Modifications

The applicant's request for approval of a PUD involves modifications to certain requirements in the Zoning Regulations. The proposed modifications are summarized below.

Development Standard	Required	Proposed	Modification
Setback – Rear, where abutting residential property	**40 feet**	**25.5 feet**	**A reduction of 14.5 feet**
Setback – Northwest, where abutting residential property	**40 feet**	**25.5 feet**	**A reduction of 14.5 feet**
Residential Protection Standards	**Required, where applicable**	**Exemption**	**The applicant requests a waiver of the residential protection screening requirement along the west property line only, due to common ownership of the adjoining residential property.**

Note: Section 7.4.10.A of the Zoning Regulations provides that an exemption from the residential protection standards may be considered by the Community Development Director at the request of the owner or owners of the affected property or properties when a less stringent standard is requested. The applicant must submit this request in writing to the Community Development Department in conjunction with the permit submittals.

7.4.10 Residential Protection Standards.

A. Applicability and Exemptions. The standards of this section shall apply to all multi-family uses of three (3) or more units per structure and nonresidential development when such development occurs on a site located within 150 feet of any lot within an RS or RE district. Any lot so situated shall be considered a "protected" lot for the purposes of this section. The only exemption from these requirements that shall be considered by the Community Development Director shall be at the request of the owner or owners of the affected property or properties when stated in writing a preference for a standard which is less stringent than that which these standards would require.

Land Use Compatibility

The subject property is designated within the Community Commercial Character Area on the City's Future Development Map. C-5 (General Commercial) uses are listed as primary in the Compatibility Matrix of the Comprehensive Plan.

The proposed development is consistent with the existing land use pattern of the area. The subject property is zoned C-5 (General Commercial) and is developed with an established Tate Boys Tire and Service business. Commercial development is located to the east, while residentially zoned property is located to the west and south, with a combination of commercial and residential development to the north.

The proposal does not introduce a new use to the property, but rather modifies the existing commercial operation by providing additional covered space for an existing activity. The proposed development should therefore be evaluated in consideration of the existing commercial use, surrounding land uses, and the requested setback modifications.

Standard for Approval of PUD Zoning: Section 7.6.5.5

In its review of a PUD request and Site Development Plan, the Planning Commission shall consider the following factors pursuant to Section 7.6.5.5 of the Zoning Regulations. Staff's analysis of the applicable criteria is provided below.

A. Whether the proposal is consistent with and promotes the intent and purpose of the Comprehensive Plan.

B. Whether the proposal is compatible with and harmonizes with existing and expected development of surrounding areas, the natural environment, and the planned capacities of public services and facilities affected by the proposed land use.

C. Whether the proposal is a unified treatment of the development possibilities of the project site.

D. Whether the proposal would benefit orderly and proper development of the metropolitan area.

E. Whether the sidewalks and streets provide a traffic flow compatible with the development and surrounding street pattern.

F. Whether the proposal is consistent with the public health, safety, and welfare of the community.

ANALYSIS:

The subject property is zoned C-5 (General Commercial) and is developed with an existing Tate Boys Tire and Service facility. The applicant proposes to construct a 50-foot by 63-foot addition to provide a covered area over an existing outdoor work area and two automotive lifts. The proposed structure will consist of a steel frame and metal awning and will remain open on three sides.

The proposed development does not introduce a new commercial use to the property but rather provides a covered structure for an existing area associated with the current automotive service operation.

The primary purpose of the PUD request is to modify the required setbacks along the portions of the property adjacent to residentially zoned property. The applicable zoning regulations require a 40-foot setback where a commercial property abuts residential property. The proposed addition will encroach into the required setback, with the submitted survey indicating that the addition will be located approximately 25.5 feet from the property line separating the commercial and residential lots to the west and northwest.

The applicant owns the adjoining residential property to the west, which is a separate lot from the commercial property containing the existing Tate Boys building. The applicant intends to request an exemption from the residential protection screening requirement along the western property line due to common ownership of the adjoining residential property.

The proposed PUD therefore provides for a modification of the applicable setback requirements while allowing the existing commercial use to remain and the existing outdoor work area to be covered. The Site Development Plan should be reviewed for compliance with all applicable requirements not specifically modified through the PUD.

Site Design and Circulation

The Site Development Plan maintains the existing circulation framework of the site. Parking stalls, drive aisles, and other means of access are not expected to be affected by the proposed addition.

The parking requirement for an "Automobile Service Station" is four spaces per service bay. With the proposed addition, the site will have a total of nine service bays, requiring 36 parking spaces. The site currently provides 43 parking spaces and therefore remains in compliance with the applicable parking requirements of the Zoning Regulations.

Public Infrastructure

This proposal will continue to be served by existing public infrastructure. Water, sanitary sewer, and other public utilities are available to serve the proposed improvement if necessary. Staff does not anticipate significant impacts to the existing transportation network or public utility systems. No off-site public infrastructure improvements are anticipated as a result of this proposal.

Stormwater and Drainage

The proposal is not expected to significantly alter the overall drainage patterns currently established. Stormwater improvements associated with the proposed modifications shall comply with applicable city engineering requirements and be reviewed as part of the permit process.

Site Development Plan

The submitted survey includes a note indicating that the proposed addition is located 1.80 feet from the tract line between the residential and commercial tracts. This note is incorrect. Staff has placed a markup note on the survey identifying the correct setback measurement. The proposed addition is approximately 25.50 feet from the property lines abutting the residentially zoned boundaries.

The submitted legal description for the PUD includes Tract 1 and Tract 2. Tract 3, which is identified on the survey as RS-10, is not included in the legal description and is therefore outside the area subject to the proposed PUD. The legal description is consistent with the area identified for the PUD, which consists of the commercial property containing the existing Tate Boys Tire and Service operation. The adjoining RS-10 property remains a separate lot and is not included within the PUD.

Development Standards

This proposal will trigger General Development Standards as stated in in *Section 7.4 of the Zoning Regulations*. Except as modified in this request, all applicable General Development Standards will be required in accordance with the Zoning Regulations as part of the permit process.

This site is not within the Highway 75 Overlay District (HY75-O).

PUBLIC NOTICE AND COMMENT:

In accordance with the City's public notification requirements, property owners within 300 feet of the subject property were notified by mail on August 21, 2026. A public hearing notice sign was posted on the subject property on September 1, 2026, and notice of the public hearing was published in the Bartlesville Examiner-Enterprise on August 27, 2026.

In addition to the required public notice, the applicant conducted a Citizen Participation Meeting on September 8, 2026, inviting the same property owners who received the mailed public notice. A summary of the meeting has been provided by the applicant and is included as an attachment to this report. According to the applicant, no one attended the meeting.

Staff has received no comments in support of or opposition of this request.

STAFF RECOMMENDATION:

Staff finds that the proposed PUD represents a modification to the existing development of the Tate Boys Tire and Service property and is generally consistent with the established commercial use of the site and the intent of the C-5 (General Commercial) zoning district. The proposed addition will provide a covered area over an existing outdoor work area and two automotive lifts. Staff supports the continued operation and improvement of the existing business while providing additional covered work space.

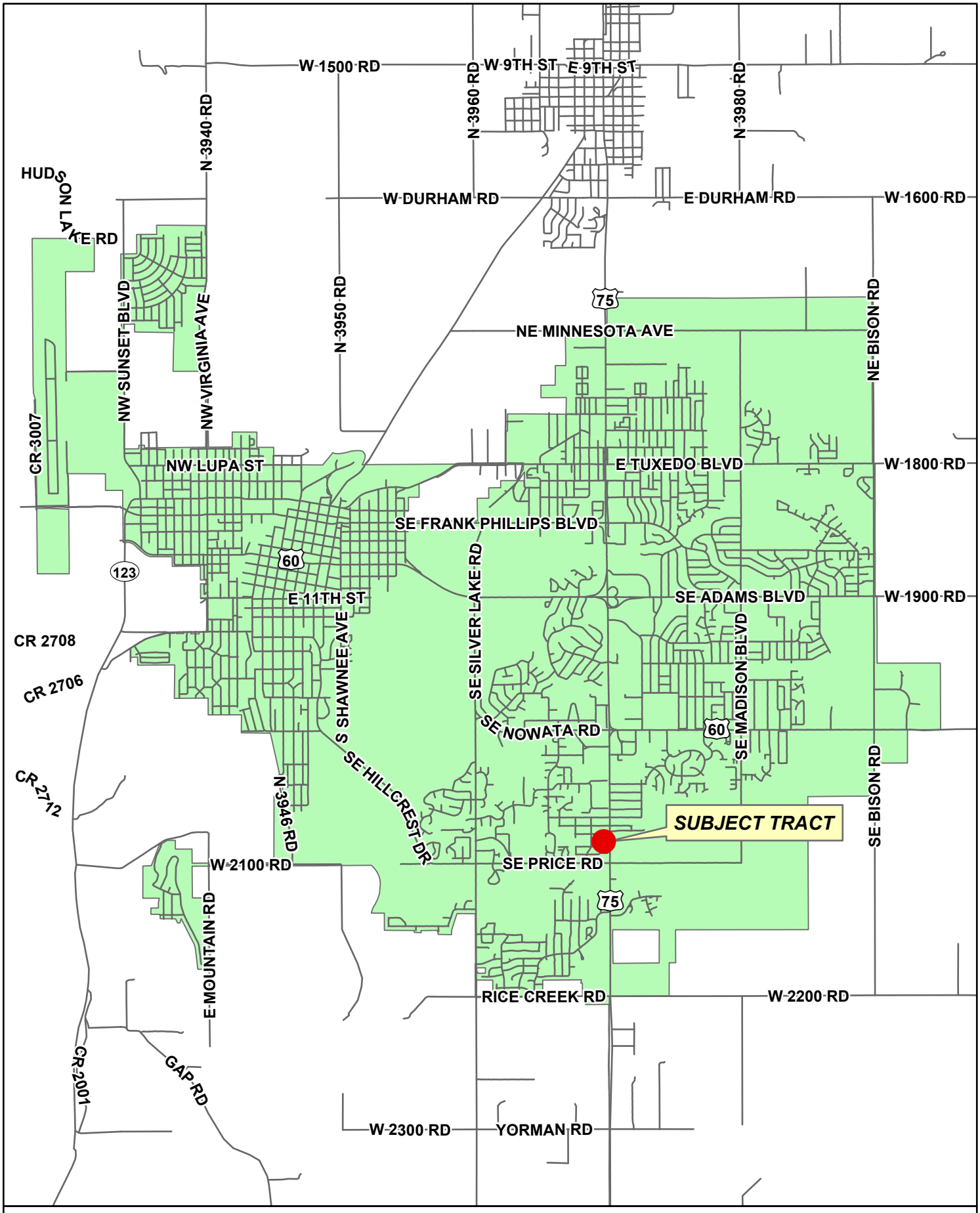
Staff further finds that, subject to the requested setback modifications, the proposed development is generally compatible with the surrounding area. The applicant's ownership of the adjoining residential property to the west allows the request for an exemption from residential protection standard requirement along that property line in accordance with the Zoning Regulations. The proposed PUD and Site Development Plan are intended to accommodate the addition while maintaining the existing commercial use of the property and considering its interface with surrounding residential properties. If the Planning Commission recommends approval of this case, it will go before City Council at the next regular meeting for final consideration on October 5, 2026.

Staff recommends approval of Case No. PUD-0726-0074/75, subject to the following conditions:

1. Development shall remain in substantial conformance with the approved Planned Unit Development and Site Development Plan, including all approved development standards, in accordance with the City's Zoning Regulations.
2. The residential protection screening requirement along the west property line shall be exempted only for the adjoining residential property under common ownership with the applicant.
3. The proposed addition shall remain open on three sides as depicted on the approved Site Development Plan. Any future enclosure or substantial modification of the addition shall require review and approval in accordance with the City's Zoning Regulations.
4. All applicable development, building, fire, engineering, and other City requirements shall be satisfied prior to issuance of applicable permits.
5. The applicant shall submit the request for exemption from the residential protection standard screening requirement regarding the property to the west in writing to the Community Development Department in conjunction with the applicable permit submittals.

ATTACHMENTS:

1. Location Map
2. Aerial Image
3. Zoning Map
4. Zoning Buffer Map
5. Zoning Compatibility Image
6. Site Development Plan
7. Structure Plans
8. Community Participation Results



PUD-0726-0074/75

26-13 20



Feet
0 100 200

Subject Tract

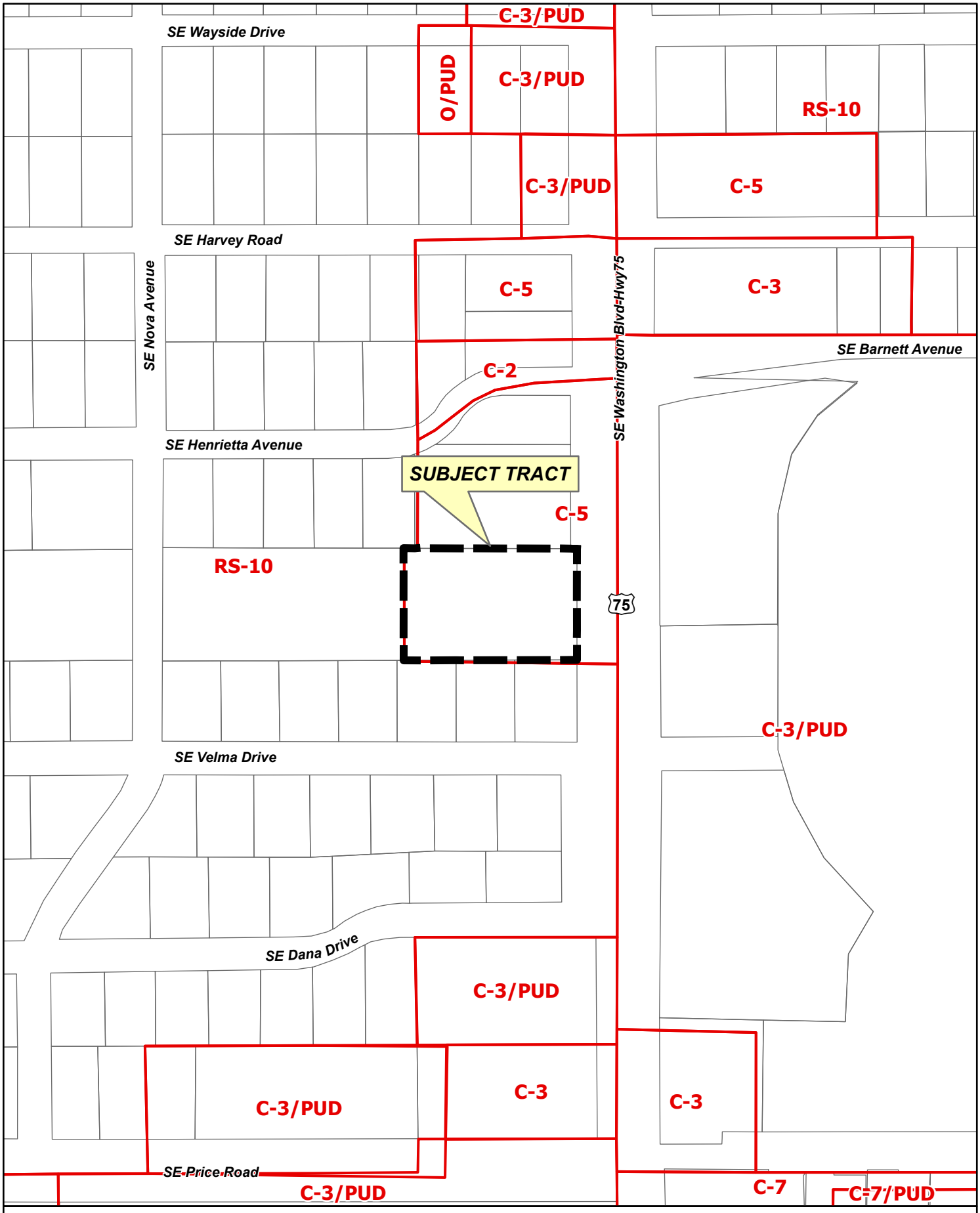
PUD-0726-0074/75

26-13 20

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

Aerial Photo Date: 2025

N

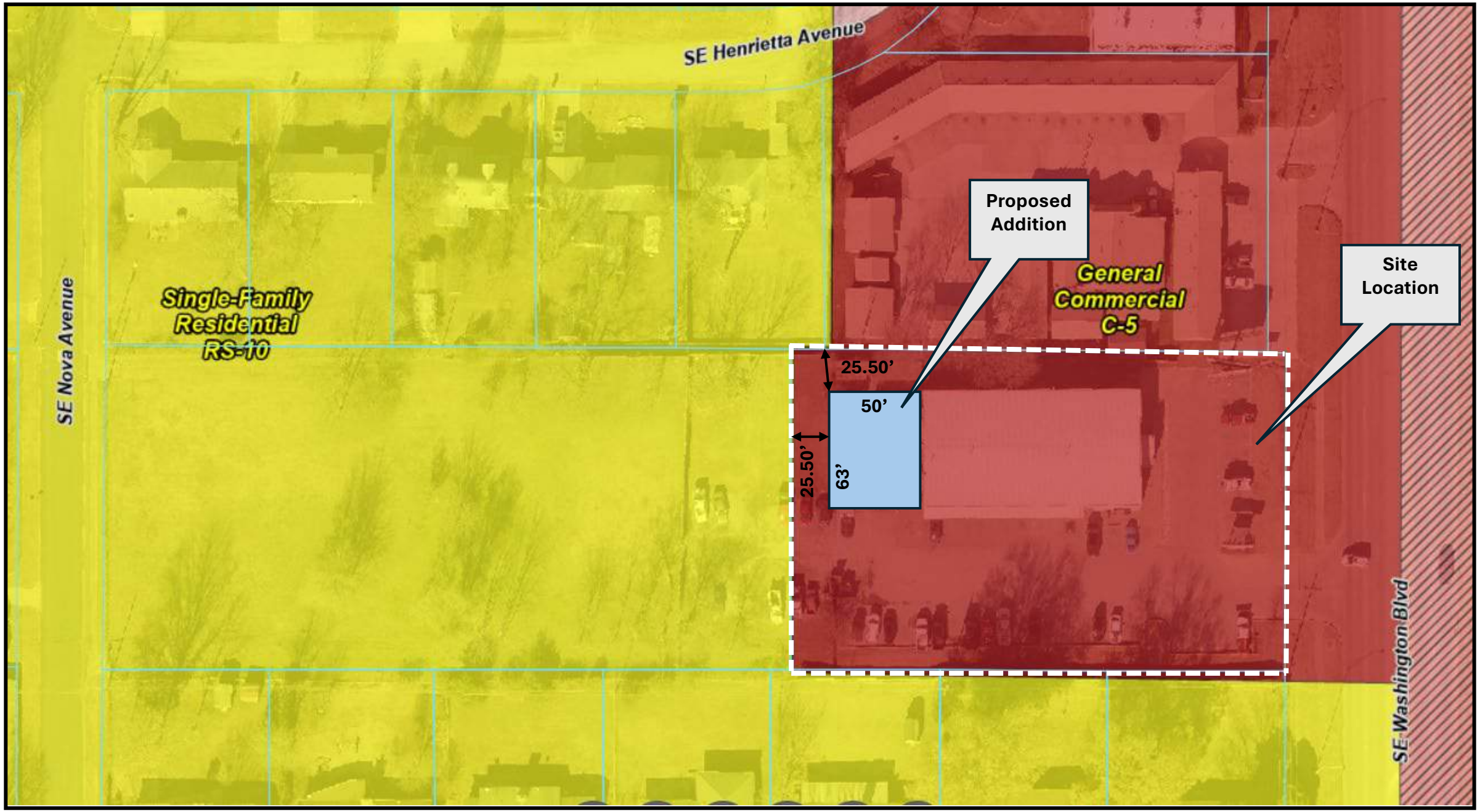


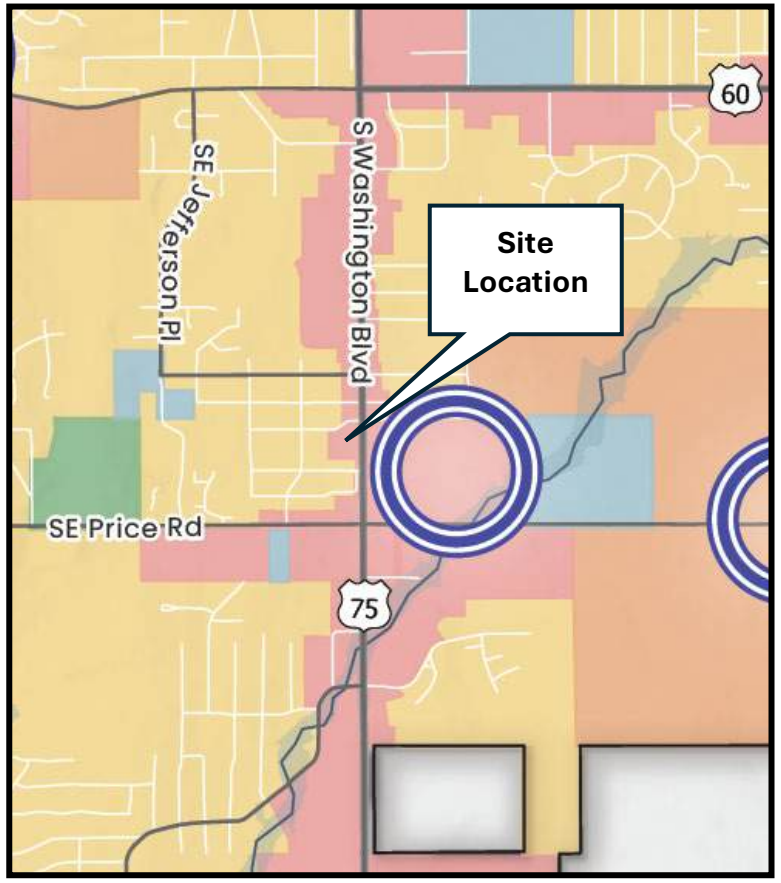
Feet
0 100 200

PUD-0726-0074/75

26-13 20

N


SE Henrietta Avenue
SE Nova Avenue
Single-Family Residential RS-10
General Commercial C-5
Proposed Addition
Site Location
25.50’
50’
25.50’
63’
SE Washington Blvd



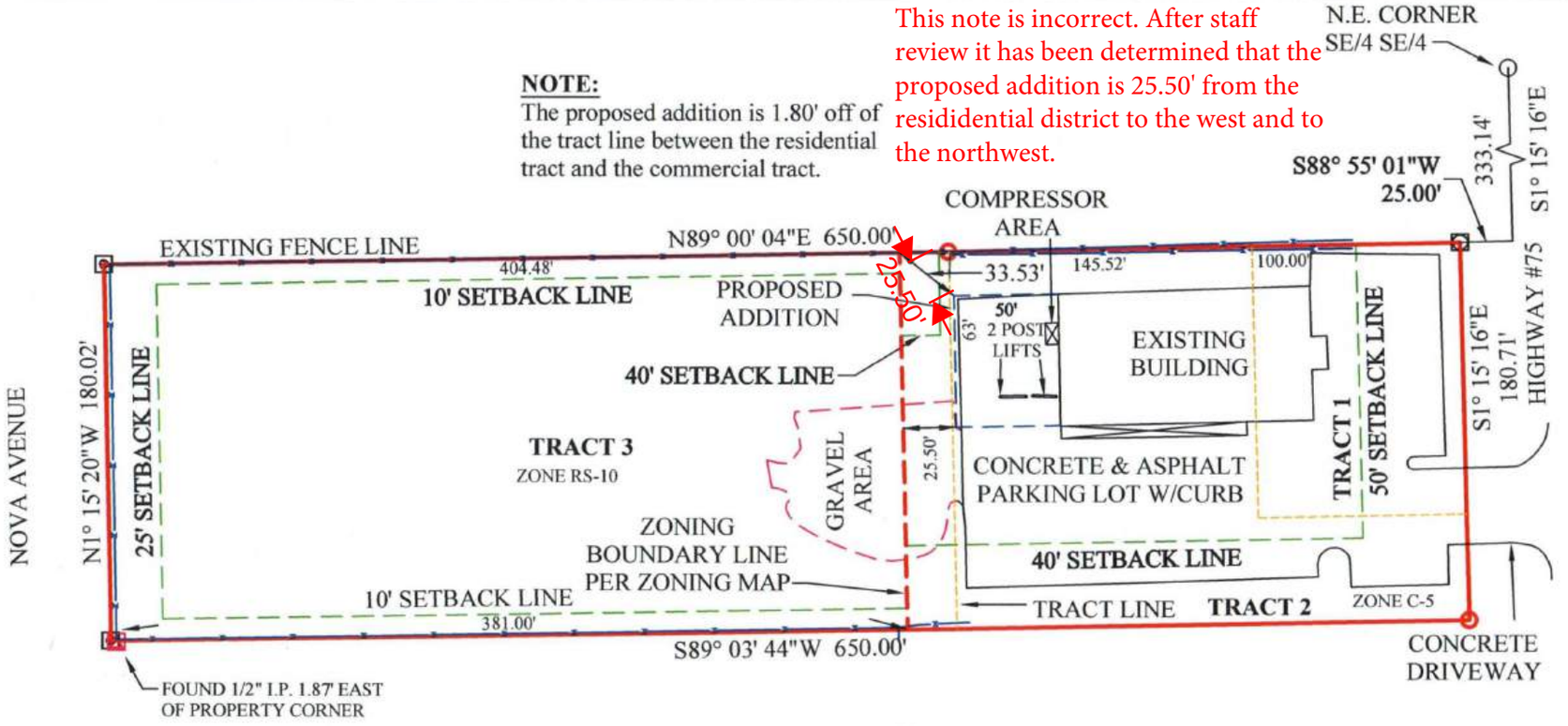


Zoning District and Character Area Compatibility Matrix*

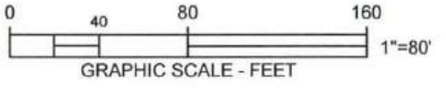
Zoning Districts	Context and Character Areas								
	Rural		Suburban			Traditional		Miscellaneous	
	POS	RR	SN	CC	RC	TN	DT	IT	CI
General Commercial		S		P	P	S	P	S	S

NOTE:
The proposed addition is 1.80' off of the tract line between the residential tract and the commercial tract.

This note is incorrect. After staff review it has been determined that the proposed addition is 25.50' from the resididential district to the west and to the northwest.







- SET 3/8" I.P. W/ L.S. #2032 CAP
- FOUND 1/2" I.P. W/BLOWN PINK CAP
- FOUND 3/8" I.P. W/L.S. #1323 CAP

NO EASEMENTS WERE SUPPLIED, RESEARCHED, OR ADDRESSED AS PART OF THIS SURVEY AND PLAT.

BASIS OF BEARING IS S1°15'16"E ALONG THE EAST LINE OF SAID SE/4 SE/4.

LEGAL DESCRIPTION

TRACT 1
A tract of land in the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Twenty (20), Township Twenty-six (26) North, Range Thirteen (13) East of the Indian Base and Meridian, Washington County, Oklahoma, described as follows: Beginning at a point 330 feet South and 25 feet West of the Northeast Corner of the SE/4 SE/4 of said section; thence South 130 feet; thence West 100 feet; thence North 130 feet; thence East 100 feet to the Point of Beginning.

TRACT 2
A part of the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Twenty (20), Township Twenty-six (26) North, Range Thirteen (13) East of the Indian Meridian, Washington County, Oklahoma, described as follows: Commencing at the Northeast Corner of said SE/4 SE/4; thence on an assumed bearing of South 00°07'45" West along the East line of said SE/4 SE/4 a distance of 330 feet (record) 333.14 feet (measured) to the Easterly extension of the South line of Block 3, Skyline Heights Addition, Bartlesville, Washington County, Oklahoma; thence North 89°41'59" West along the extension of and the South line of said Block 3, Skyline Heights Addition, a distance of 25.00 feet to the true Point of Beginning; thence South 00°07'45" West parallel with the East line of said SE/4 SE/4 a distance of 180 feet (record) 180.71 feet (measured) to the North line of Block 1, Potter's Addition, Bartlesville, Washington County, Oklahoma; thence North 89°34'41" West along said North line a distance of 245.30 feet; thence North 00°07'45" East a distance of 180 feet (record) 180.19 feet (measured) to the South line of said Block 3, Skyline Heights Addition; thence South 89°41'59" East along said South line a distance of 245.30 feet to the Point of Beginning. LESS a tract of land in the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Twenty (20), Township Twenty-six (26) North, Range Thirteen (13) East of the Indian Meridian, Washington County, Oklahoma, described as follows: Beginning at a point 330 feet South and 25 feet West of the Northeast Corner of the SE/4 SE/4 of said section; thence South 130 feet; thence West 100 feet; thence North 130 feet; thence East 100 feet to the Point of Beginning.

TRACT 3
Part of the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Twenty (20), Township Twenty-six (26) North, Range Thirteen (13) East of the Indian Meridian, Washington County, Oklahoma, described as follows: Beginning 330 feet South of the Northeast Corner of said SE/4 SE/4; thence South 180 feet; thence West 270.3 feet to the true Point of Beginning; thence West 404.70 feet; thence North 180 feet; thence East 404.70 feet; thence South 180 feet to the Point of Beginning.

CERTIFICATION

I, Kody Couch, the undersigned, a duly Registered Professional Land Surveyor, R.P.L.S.#2032, in the State of Oklahoma do hereby certify that a careful and accurate survey of the described property was made under my supervision to the best of my knowledge and the accompanying plat is a true and accurate representation of the same. This plat survey meets the Oklahoma Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

The word certify or certificate as shown and used hereon means an expression of professional opinion regarding facts of the survey and does not constitute a warranty or guarantee, expressed or implied.

Witness my hand and seal this 23rd day of November, 2025.



Kody Couch, R.P.L.S. #2032
C.A.#2425 6/30/'26 Copyright 2025

REVISED: 3/6/2026

NOTES:
The subject property has zoning codes of C-5 and RS-10.

The subject property lies in Flood Zone "X" as per Flood Insurance Rate Map #40147C0185D dated 9/26/2008.

GREEN COUNTRY SURVEYING
207 SOUTH ADAIR STREET
P.O. BOX 445
PRYOR, OKLAHOMA 74362
918-825-6575 OFFICE
918-825-3606 FAX

TATE BOYS LLC PROPERTY

PLOT PLAN

DRAWN	CHECKED	DATE OF FIELD WORK	SCALE	CRD. FILE - GP202613
KRC	KRC	11/22/2025	1"=80'	DWG FILE - TATE-BOY

WHITNEY
STEEL BUILDING SYSTEMS

4304 NE 1st ST.
Pryor, Oklahoma 74361
(918) 825-6062
(918) 825-6038 fax

DRAWING PACKAGE FOR

CUSTOMER: Crimson Buildings
JOB NUMBER: 25-101WB
PROJECT: Tate Boys/Sun Auto
JOB SITE: 2319 SE Washington Blvd
Bartlesville, OK 74006

GENERAL NOTES

1. Design and/or fabrication shall be in accordance with WSBS standard practices and interpretation of the following codes:
15th Edition AISC Steel Construction Manual ASD, 2016 Cold-Formed Steel Design Manual, 2017 AWS D1.1 Structural Welding Code-Steel and any other code listed within the Design Information.

2. Materials

	ASTM Designation	Minimum Yield
Hot rolled Mill Shapes	A572 or A992	FY= 50.0 KSI
Steel Plate/Flat Bar	A572 or A529	FY= 50.0 KSI
Structural Steel Sheets	572 or A1011	FY= 50.0 KSI
Cold-Formed Light Gauge Shapes	A1011	FY= 55.0 KSI
Cable Bracing	A475	Extra High Strength
Rod Bracing	A36	FY=36 KSI
Exterior Roof and Wall Sheeting	A792	FY=50, 80 KSI
Machine Bolts	A307	
High Strength Bolts	A325	
Anchor Bolts (By others)	A36	FY_t=36 KSI

3. Finish
   A. All cold-formed structural framing members shall be shot blasted, given one coat (0.5 mils) of premium polyester-based red primer, then oven baked prior to any fabrication. The primer contains a 'wax' type lubricant to facilitate roll forming and deter marring during these operations. Hair line crazing which may occur during forming operations is considered normal.
   B. All other structural framing members shall be cleaned in accordance with the AISC Code of Standard Practice and given one shop coat (1.0 mils) of WSBS standard red oxide primer designed for short term fields protection during the erection process. WSBS standard red oxide primer meets the performance specifications of Federal Specifications TT-P-636D and TT-P-664.

4. All Bolts are 1/2" X 0'-1 1/4" A325 Except:
   A.) Endwall rafter splice - 5/8" X 0'-1 1/2" A325-N
   B.) Endwall column to rafter connections - 5/8" X 0'-1 1/4" A325
   C.) Main frame connections - SEE CROSS SECTION

5. A325 Bolt Tightening Requirements
All high strength bolts are A325 unless specifically noted otherwise. All structural A325 bolts with heavy hex nuts for the Rigid Frame are to be installed using the turn-of-nut method specified in the 'Specification for Structural Joints Using ASTM A325 or A490 Bolts' in the AISC Manual, OR by the Snug-Tightened method specified by MBMA. All bolted connections unless noted are designed as bearing type connections with bolt threads not excluded from the shear plane.

6. Closure Strips Furnished For Roof Application
INSIDE - under roof panels at eave
OUTSIDE - between endwall panels and rake trim and at the high side eave trim

7. Erection Note:
All bracing shown and provided by WSBS for this building is required and shall be installed by the erector as a permanent part of the structure. ('Code of Standard Practice for Steel Buildings and Bridges' in the AISC Manual; Section 7.9)

8. Shortages
Any claims or shortages by buyer must be made to WSBS within Three (3) working days after delivery, or such claims will be considered to have been waived by the customer and disallowed.

9. Misfits
Claims for correction of alleged misfits will be disallowed unless WSBS shall have received prior notice thereof and allowed reasonable inspection of such misfits. Ordinary inaccuracies of shop work shall not be construed as misfits. No part of the building may be returned or charges assessed for alleged misfits without prior approval from WSBS

RESPONSIBILITIES

1. The Contractor obtains and pays for all building and permits, licenses, public assessments, paving or utility pro rata, utility connections, occupancy fees and other fees required by any governmental authority or utility in connection with the work provided for in the Contract Documents. The Contractor provides at his expense all plans and specifications required to obtain a building permit. It is the Contractor's responsibility to ensure that all plans and specifications comply with the applicable requirements of any governing building authorities.

2. The End Customer is responsible for identifying all applicable building codes, zoning codes, or other regulations applicable to the Construction Project, including the metal building system.

   It is the responsibility of WSBS, through WSBS's Engineer, to design the metal building system to meet the specifications including the design criteria and design loads incorporated by the Contractor into the Order Documents.

   WSBS is responsible only for the structural design of the metal building system it provides. WSBS or it's Engineers is not the Design Professional or Engineer of Record for the Construction Project. WSBS is not responsible for the design of any components or materials not provided by it or their interface and connection with the metal building system unless such design responsibility is specifically required by the Order Documents.

3. WSBSs' standard specifications apply unless stipulated otherwise in the Contract Documents. WSBS design, fabrication, quality criteria, standards, practice, methods and tolerances shall govern the work any other interpretations to the contrary not withstanding. It is understood by both parties the Contractor is responsible for clarifications of inclusions or exclusions from the Architectural plans and/or specifications.

4. In case of discrepancies between WSBS's structural steel plans and plans for other trades, WSBS shall govern ('Code of Standard Practice for Steel Buildings and Bridges' in the AISC Manual; Section 3.3)

5. Approval of WSBS drawings and/or calculations indicate that WSBS has correctly interpreted the contract requiremets. This approval constitutes the Contractor acceptance of the WSBS design, concepts, assumptions and loadings ('Code of Standard Practice for Steel Buildings and Bridges' in the AISC Manual; Section 4.2)

6. Once the Contractor has signed WSBS's Approval package and the project is released for fabrication, changes shall be billed to the Contractor including material, engineering ane other cost. An additional fee may be charged if the project must be moved from fabrication and the shipping schedule.

7. The Contractor is responsible for overall project coordination All interface, compatibility and design considerations concerning any materials not furnished by WSBS and WSBS's steel systems are to be considered and coordinated by the Contractor. Specific design criteria concerning this interface between materials must be furnished before release for fabrication or WSBS assumptions will govern.

8. The Contractor is responsible for the setting of anchor bolts and erection of steel in accordance with WSBS 'For Construction' drawings only.

9. Temporary supports, such as guys, braces, falsework, cribbing or other elements required for the erection operation shall be determined and furnished by the erector ('Code of Standard Practice for Steel Buildings and Bridges' in the AISC Manual; Section 7.13)

10. Normal erection operations include the correction of minor misfits by moderate amounts of reaming, chipping, welding or cutting and the drawing elements into the line through use of drift pins. errors which require major changes in the member configuration are to be reported immediately to WSBS by the Contractor to enable whoever is responsible either to correct the error or to approve the most efficient and economic method of correction to be used by others ('Code of Standard Practice for Steel Building and Bridges' in the AISC Manual; Section 7.12)

11. Neither the fabricator nor the Contractor will cut, drill or otherwise alter their work, or the work of other trades to accommodate other trades unless such work is clearly specified in the contract documents. Whenever such work is responsible for furnishing complete information as to materials, size, location and number of alterations prior to preparation of shop drawings ('Code of Standard Practice for Steel Building and Bridges' in the AISC Manual; Section 7.13)

12. WSBS does not investigate the influence of the metal building system on existing buildings or structures. The End Customer assures that such buildings and structures are adequate to resist snow drifts, wind loads, or other conditions as a result of the presence of the metal building system.

BUILDING LOADS

Building Code: IBC 18
Roof Dead Load: 2.00 PSF (For roof panels and purlins)
Collateral Dead Load: 2.00 PSF
Roof Live Load: Primary Framing 20.00 PSF
Secondary Framing 20.00 PSF
Ground Snow Load: 15.00 PSF
Roof Snow Load: 12.60 PSF (C_e= 1.00)
Wind Load: 109 MPH. Exposure C
Seismic Design Category: B
Importance Factors: Wind Load 1.00
Seismic Load 1.00
Notes On Drawings

FOR CONSTRUCTION
JJC - 9.23.25

ANOTHER QUALITY WHITNEY STEEL BUILDING DESIGN

PROJECT:
Tate Boys/Sun Auto

JOB NUMBER:
25-101WB

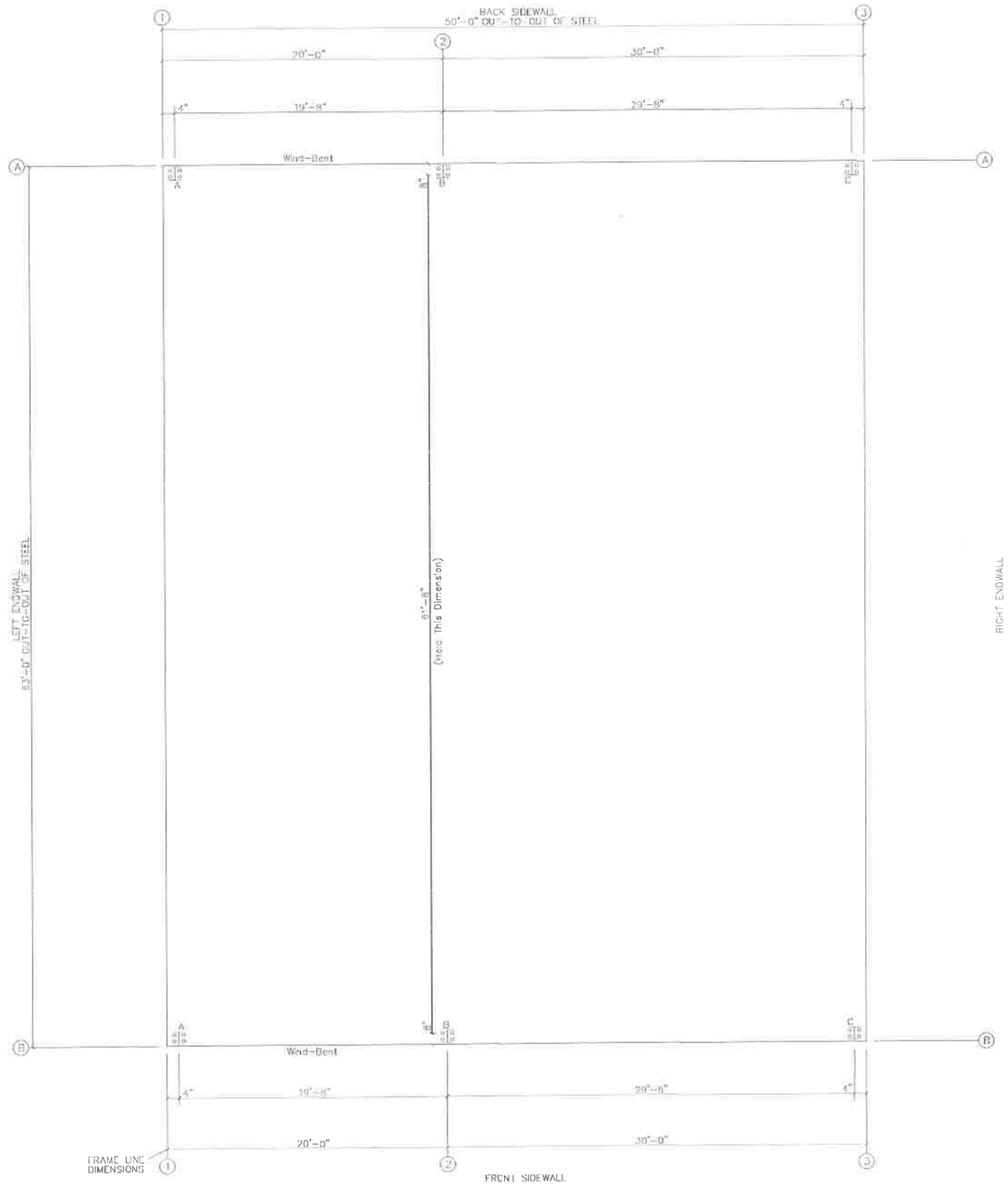
PAGES:
21

JOB SITE:
2319 SE Washington Blvd Bartlesville, OK 74006

BUILT FOR:
Crimson Buildings

BUILDING SIZE:
63 X50 X20

○ Dia= 3/4"



ANCHOR BOLT PLAN

NOTE: All Base Plates @ 100'-0" (U.N.)

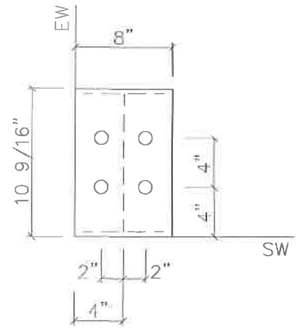
FOR CONSTRUCTION
JJC – 9.23.25

WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

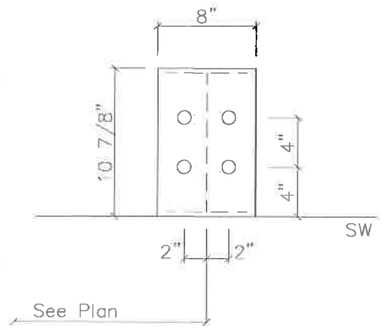
Crimson Buildings			
PROJECT	Tate Boys/Sun Auto	ANCHOR BOLT PLAN & DETAILS	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 1 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	

Dia= 3/4"



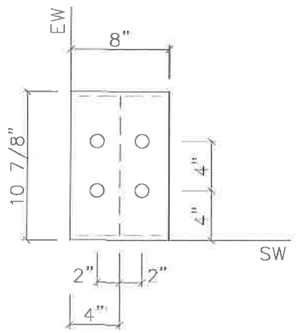
DETAIL A

Dia= 3/4"



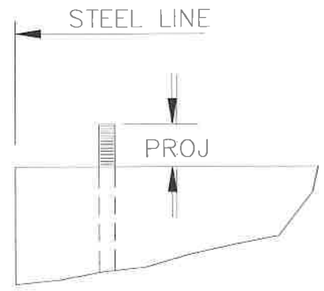
DETAIL B

Dia= 3/4"



DETAIL C

FOR CONSTRUCTION
JJC – 9.23.25



ANCHOR BOLT PROJECTION

WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings

PROJECT	Tate Boys/Sun Auto	ANCHOR BOLT DETAILS		
ID	25--101WB	DESIGN:	DRAFT:	CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 2 OF 21	
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"		

NOTES FOR REACTIONS

Building reactions are based on the following building data:

Width	(ft)	=	63.0
Length	(ft)	=	50.0
Eave Height	(ft)	=	20.0/ 20.0
Roof Slope	(rise/12)	=	0.50/ 0.50
Roof Dead Load	(psf)	=	2.0
Wall Dead Load			
Left Endwall	(psf)	=	2.0
Right Endwall	(psf)	=	2.0
Front Sidewall	(psf)	=	2.0
Back Sidewall	(psf)	=	2.0
Live Load	(psf)	=	20.0
Collateral Load	(psf)	=	2.0
Snow Load	(psf)	=	12.6
Minimum Snow	(psf)	=	15.0
Wind Speed	(mph)	=	109.0
Wind Code		=	IBC 18
Exposure		=	C
Closure		=	Open
Risk Category		=	II - Normal
Importance - Wind		=	1.00
Importance - Seismic		=	1.00
Seismic Design Category		=	B
Seismic Coeff	(Sms)	=	0.17
Temperature Change		=	40

ID	Description
1	Dead+Collateral+Live
2	Dead+Collateral+0.75Live+0.45Wind_Long2R
3	0.6Dead+0.6Wind_Long1L
4	0.6Dead+0.6Wind_Long1R

BUILDING BRACING REACTIONS

Wall Loc	Col Line	Col Line	± Reactions(k) Wind Horz	Wind Vert	Seismic Horz	Seismic Vert	Panel Shear (lb/ft) Wind	Seis	Note
L_EW	1								(h)
F_SW	B	1,2	3.6	¹6.8	0.2	0.4			(b)
R_EW	3								(h)
B_SW	A	1,2	3.6	¹6.8	0.2	0.4			(b)

(b)Wind bent in bay, base above finish floor
(h)Rigid frame at endwall

Reactions for seismic represent shear force, Eh
Reaction values shown are unfactored

ANCHOR BOLT SUMMARY

Qty	Locate	Dia (in)	Type	Total Len (in)	Bend Len (in)	Proj (in)
O 24	Frame	3/4"	A307			2.50

RIGID FRAME: BASIC COLUMN REACTIONS (k)

Frame Line	Column Line	Dead Horz	Dead Vert	Collateral Horz	Collateral Vert	Live Horz	Live Vert	Snow Horz	Snow Vert	Wind_Left1 Horz	Wind_Left1 Vert	Wind_Right1 Horz	Wind_Right1 Vert
1	A	0.6	1.5	0.3	0.6	3.1	6.4	2.0	4.0	-2.7	-4.3	-2.5	-6.3
1	B	-0.6	1.5	-0.3	0.6	-3.1	6.4	-2.0	4.0	2.5	-6.3	2.7	-4.3

Frame Line	Column Line	Wind_Left2 Horz	Wind_Left2 Vert	Wind_Right2 Horz	Wind_Right2 Vert	Wind_Long1 Horz	Wind_Long1 Vert	Wind_Long2 Horz	Wind_Long2 Vert	Seismic_Left Horz	Seismic_Left Vert	Seismic_Right Horz	Seismic_Right Vert
1	A	-2.5	-6.0	-2.6	-4.5	-3.6	-14.2	1.5	-3.7	-0.1	-0.1	0.1	0.1
1	B	2.6	-4.5	2.5	-6.0	3.6	-14.2	-1.5	-3.7	-0.1	0.1	0.1	-0.1

Frame Line	Column Line	Seismic_Long Horz	Seismic_Long Vert	Temp Horz	Temp Vert	MIN_SNOW Horz	MIN_SNOW Vert	F1UNB_SL_L Horz	F1UNB_SL_L Vert	F1UNB_SL_R Horz	F1UNB_SL_R Vert
1	A	0.0	-0.4	0.0	0.0	2.3	4.8	1.6	4.0	1.6	2.3
1	B	0.0	-0.4	0.0	0.0	-2.3	4.8	-1.6	2.3	-1.6	4.0

Frame Line	Column Line	Dead Horz	Dead Vert	Collateral Horz	Collateral Vert	Live Horz	Live Vert	Snow Horz	Snow Vert	Wind_Left1 Horz	Wind_Left1 Vert	Wind_Right1 Horz	Wind_Right1 Vert
2	A	1.6	3.4	1.2	2.0	11.8	20.2	7.4	12.7	-10.0	-13.4	-9.4	-19.9
2	B	-1.6	3.4	-1.2	2.0	-11.8	20.2	-7.4	12.7	9.4	-19.9	10.0	-13.4

Frame Line	Column Line	Wind_Left2 Horz	Wind_Left2 Vert	Wind_Right2 Horz	Wind_Right2 Vert	Wind_Long1 Horz	Wind_Long1 Vert	Wind_Long2 Horz	Wind_Long2 Vert	Seismic_Left Horz	Seismic_Left Vert	Seismic_Right Horz	Seismic_Right Vert
2	A	-9.5	-19.0	-9.9	-14.3	-11.7	-26.8	5.8	3.1	-0.3	-0.1	0.3	0.1
2	B	9.9	-14.3	9.5	-19.0	11.7	-26.8	-5.8	3.1	-0.3	0.1	0.3	-0.1

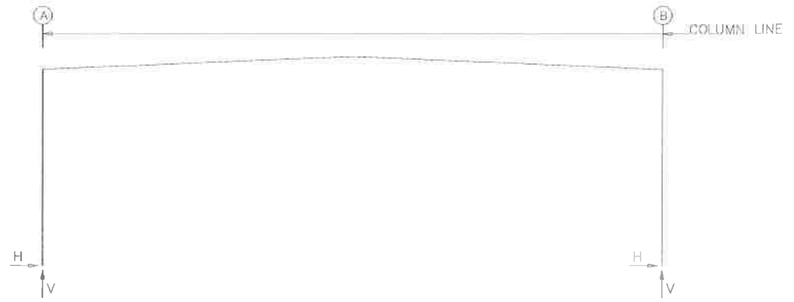
Frame Line	Column Line	Seismic_Long Horz	Seismic_Long Vert	Temp Horz	Temp Vert	MIN_SNOW Horz	MIN_SNOW Vert	F2UNB_SL_L Horz	F2UNB_SL_L Vert	F2UNB_SL_R Horz	F2UNB_SL_R Vert
2	A	0.0	-0.4	0.1	0.0	8.8	15.1	6.1	12.7	6.1	7.1
2	B	0.0	-0.4	-0.1	0.0	-8.8	15.1	-6.1	7.1	-6.1	12.7

Frame Line	Column Line	Dead Horz	Dead Vert	Collateral Horz	Collateral Vert	Live Horz	Live Vert	Snow Horz	Snow Vert	Wind_Left1 Horz	Wind_Left1 Vert	Wind_Right1 Horz	Wind_Right1 Vert
3	A	0.8	2.0	0.5	1.0	5.3	9.6	3.3	6.0	-4.5	-6.3	-4.2	-9.4
3	B	-0.8	2.0	-0.5	1.0	-5.3	9.6	-3.3	6.0	4.2	-9.4	4.5	-6.3

Frame Line	Column Line	Wind_Left2 Horz	Wind_Left2 Vert	Wind_Right2 Horz	Wind_Right2 Vert	Wind_Long1 Horz	Wind_Long1 Vert	Wind_Long2 Horz	Wind_Long2 Vert	Seismic_Left Horz	Seismic_Left Vert	Seismic_Right Horz	Seismic_Right Vert
3	A	-4.2	-9.0	-4.4	-6.8	-6.1	-11.1	2.6	4.7	-0.2	-0.1	0.2	0.1
3	B	4.4	-6.8	4.2	-9.0	6.1	-11.1	-2.6	4.7	-0.1	0.1	0.1	-0.1

Frame Line	Column Line	Temp Horz	Temp Vert	MIN_SNOW Horz	MIN_SNOW Vert	F3UNB_SL_L Horz	F3UNB_SL_L Vert	F3UNB_SL_R Horz	F3UNB_SL_R Vert
3	A	0.0	0.0	3.9	7.2	2.7	6.0	2.7	3.4
3	B	0.0	0.0	-3.9	7.2	-2.7	3.4	-2.7	6.0

FRAME LINES: 1 2 3



RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column_Reactions(k) Load Id	Hmax H	Vmax	Load Id	Hmin H	Vmin	Bolt(in) Qty	Dia	Base_Plate(in) Width	Length	Thick	Grout (in)
1	A	1	4.0	8.5	3	-1.8	-7.6	4	0.750	8.000	10.56	0.500	0.0
		2	4.0	11.4									
1	B	3	1.8	-7.6	1	-4.0	8.5	4	0.750	8.000	10.56	0.500	0.0
		2	-4.0	11.4	3	1.8	-7.6						

RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column_Reactions(k) Load Id	Hmax H	Vmax	Load Id	Hmin H	Vmin	Bolt(in) Qty	Dia	Base_Plate(in) Width	Length	Thick	Grout (in)
2	A	1	14.6	25.6	3	-6.0	-14.0	4	0.750	8.000	10.88	0.500	0.0
		2	14.4	28.0									
2	B	3	6.0	-14.0	1	-14.6	25.6	4	0.750	8.000	10.88	0.500	0.0
		2	-14.4	28.0	3	6.0	-14.0						

RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column_Reactions(k) Load Id	Hmax H	Vmax	Load Id	Hmin H	Vmin	Bolt(in) Qty	Dia	Base_Plate(in) Width	Length	Thick	Grout (in)
3	A	1	6.6	12.5	4	-3.2	-5.4	4	0.750	8.000	10.88	0.500	0.0
3	B	4	3.2	-5.4	1	-6.6	12.5	4	0.750	8.000	10.88	0.500	0.0
		1	-6.6	12.5	4	3.2	-5.4						

GENERAL NOTES

1. BUILDING MANUFACTURE ASSUMES NO RESPONSIBILITY OR LIABILITY FOR FOUNDATION DESIGN OR CONSTRUCTION.
2. THE FOUNDATION DESIGN SHOULD BE DONE WITH DUE REGARD TO ADEQUATE PROVISIONS FOR THE DESIGN LOADS AND SOIL CONDITIONS AT THE ACTUAL JOB SITE.
3. BOTTOMS OF ALL BASE PLATES ARE AT THE SAME ELEVATION UNLESS NOTED.

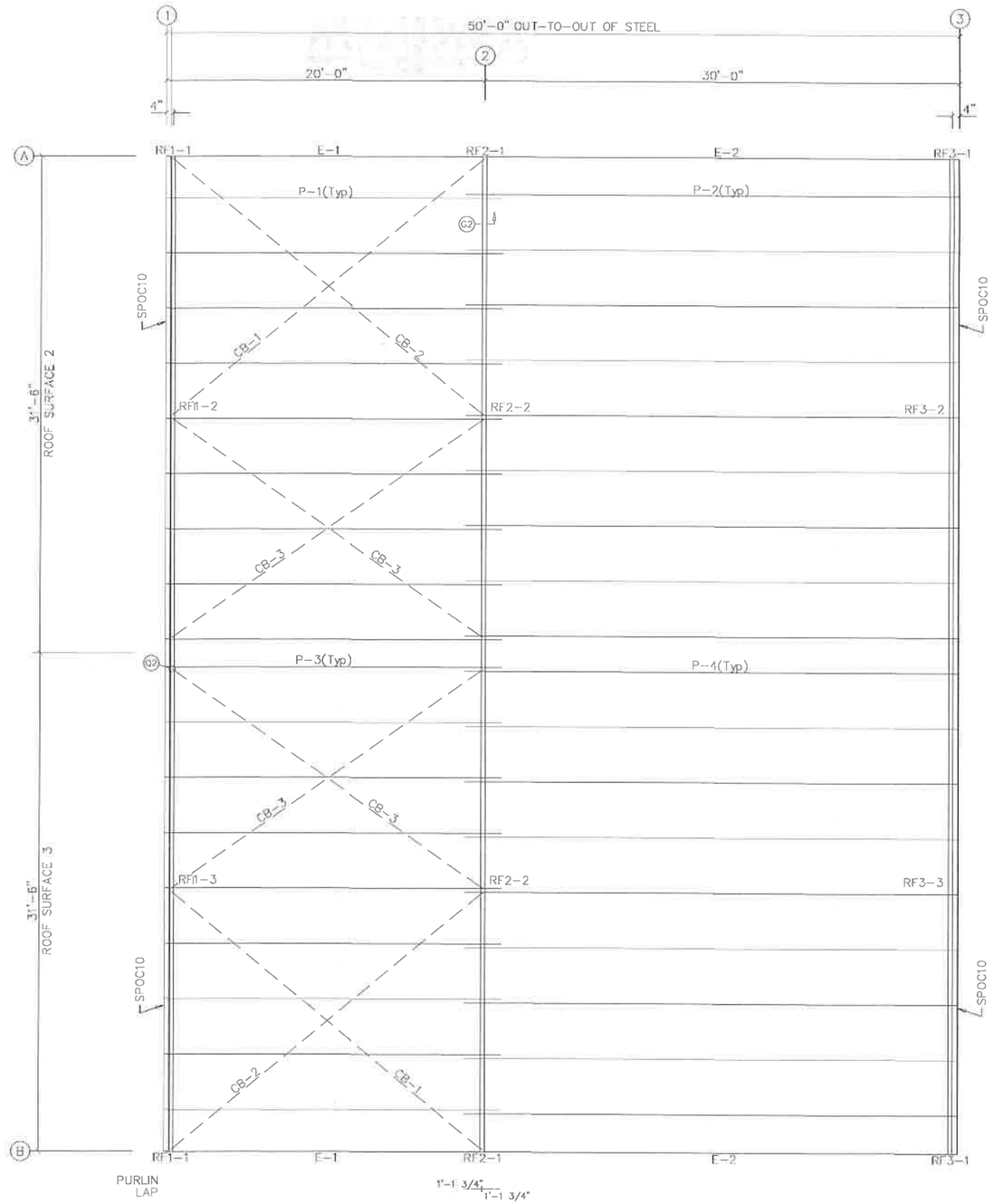
FOR CONSTRUCTION
JJC -- 9.23.25

WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings			
PROJECT	Tate Boys/Sun Auto	ANCHOR BOLT REACTIONS	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 3 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	

MEMBER TABLE ROOF PLAN			
QUAN	MARK	PART	LENGTH
9	P-1	10X35Z14	21'-1 1/2"
9	P-2	10X35Z14	31'-1 1/2"
9	P-3	10X35Z14	21'-1 1/2"
9	P-4	10X35Z14	31'-1 1/2"
2	E-1	10544DU1	19'-11 1/2"
2	E-2	10544DU1	29'-11 1/2"
2	CB-1	GS17-20	25'-3"
2	CB-2	GS17-20	24'-9"
4	CB-3	GS17-20	24'-4"



ROOF FRAMING PLAN

GENERAL NOTES:

1. Cable lengths are the assembled length. (END OF BOLT TO END OF BOLT)
2. Do not cut panels with an ABRASIVE BLADE. (THIS WILL VOID THE WARRANTY ON THE PANEL)

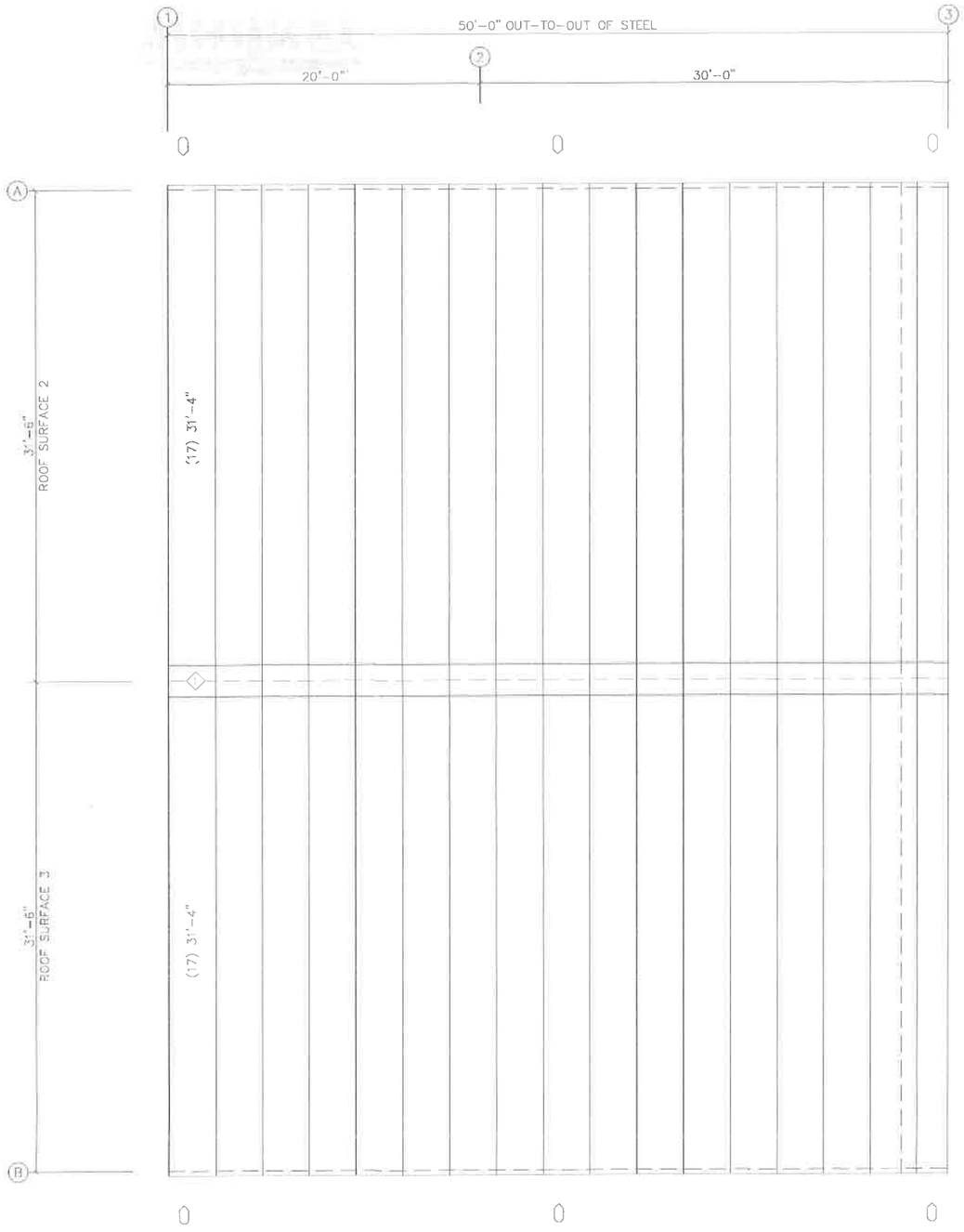
WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings			
PROJECT	Tate Boys/Sun Auto	ROOF FRAMING	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 4 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	

0 DOWNSPOUT LOCATIONS

TRIM TABLE ROOF PLAN				
◇ID	QUAN	PART	LENGTH	DETAIL
1	17	FRC36	3'-0"	TRIM_68



ROOF SHEETING PLAN

PANELS: 26 Ga. PBR – Polar White

GENERAL NOTES:

1. Cable lengths are the assembled length. (END OF BOLT TO END OF BOLT)
2. Do not cut panels with an ABRASIVE BLADE. (THIS WILL VOID THE WARRANTY ON THE PANEL)

WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

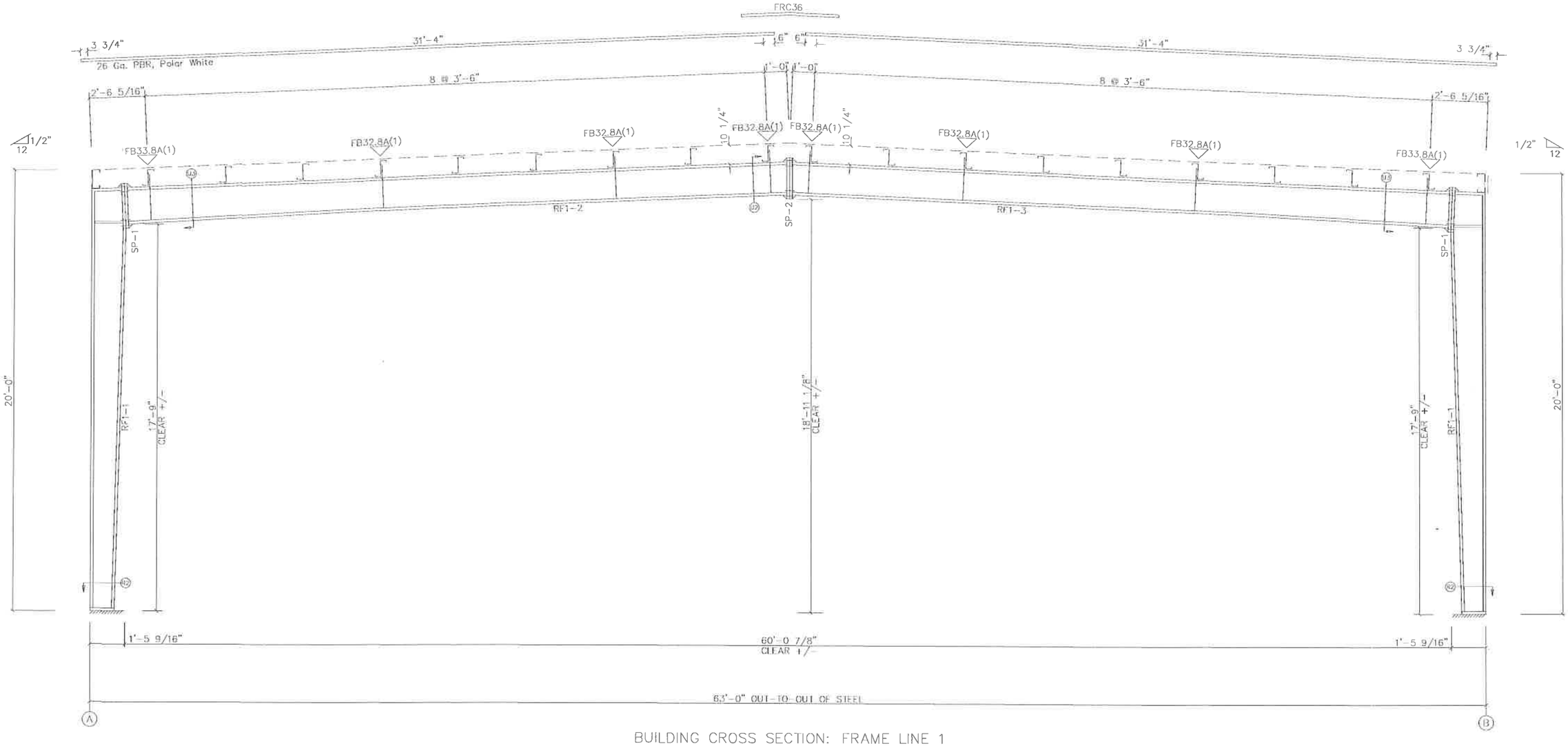
Crimson Buildings

PROJECT	Tale Boys/Sun Auto	ROOF SHEETING		
ID	25-101WB	DESIGN:	DRAFT:	CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 5 OF 21	
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"		

SPLICE BOLT TABLE						
Mark	Qty Top	Bot	Int	Type	Dia	Length
SP-1	4	4	0	A325	0.750	2.00
SP-2	4	4	0	A325	0.750	1.75

▽FLANGE BRACES: FBxx (1 or 2)
xx=length(in)
(1) One Side; (2) Two Sides
Λ – L2x2x1/8

MEMBER TABLE					
Mark	Web Depth Start/End	Web Plate Thick	Web Plate Length	Outside Flange W x Thk x Length	Inside Flange W x Thk x Length
RF1-1	10.0/12.2	0.135	65.6	6 x 1/4" x 229.0	6 x 5/16" x 209.7
	12.2/16.2	0.135	120.0	6 x 1/4" x 16.4	
	16.2/17.0	0.188	44.1		
RF1-2	17.0/16.6	0.135	24.0	6 x 1/4" x 240.0	6 x 1/4" x 120.5
	16.6/15.0	0.135	96.5	6 x 1/4" x 120.5	6 x 1/4" x 239.4
	15.0/15.0	0.135	120.0		
	15.0/15.0	0.135	120.0		
RF1-3	15.0/15.0	0.135	120.0	6 x 1/4" x 120.5	6 x 1/4" x 239.4
	15.0/15.0	0.135	120.0	6 x 1/4" x 240.0	6 x 1/4" x 120.5
	15.0/16.6	0.135	96.5		
	16.6/17.0	0.135	24.0		



BUILDING CROSS SECTION: FRAME LINE 1

GENERAL NOTES:

CONSTRUCTION NOTES FOR THE RIGID FRAMES.
1. ALL PRIMARY STRUCTURAL STEEL SHALL BE FABRICATED FROM 50 KSI STEEL.
2. ALL SECONDARY FRAMING MEMBERS SHALL BE FORMED FROM 55 KSI STEEL.
3. ALL FIELD CONNECTIONS OF PRIMARY FRAMING MEMBERS SHALL BE BOLTED. WITH A325 H. S. BOLTS AND INSTALLED BY THE 'TURN OF THE NUT' METHOD.
4. ALL FIELD CONNECTIONS OF SECONDARY FRAMING SHALL BE BOLTED WITH A307 MACHINE BOLTS.
5. WELDING PROCESSES USED BY WHITNEY BUILDINGS ARE IN ACCORDANCE WITH SEC. 1.3 OF AWS D 1.1.

WHITNEY MANUFACTURING, INC

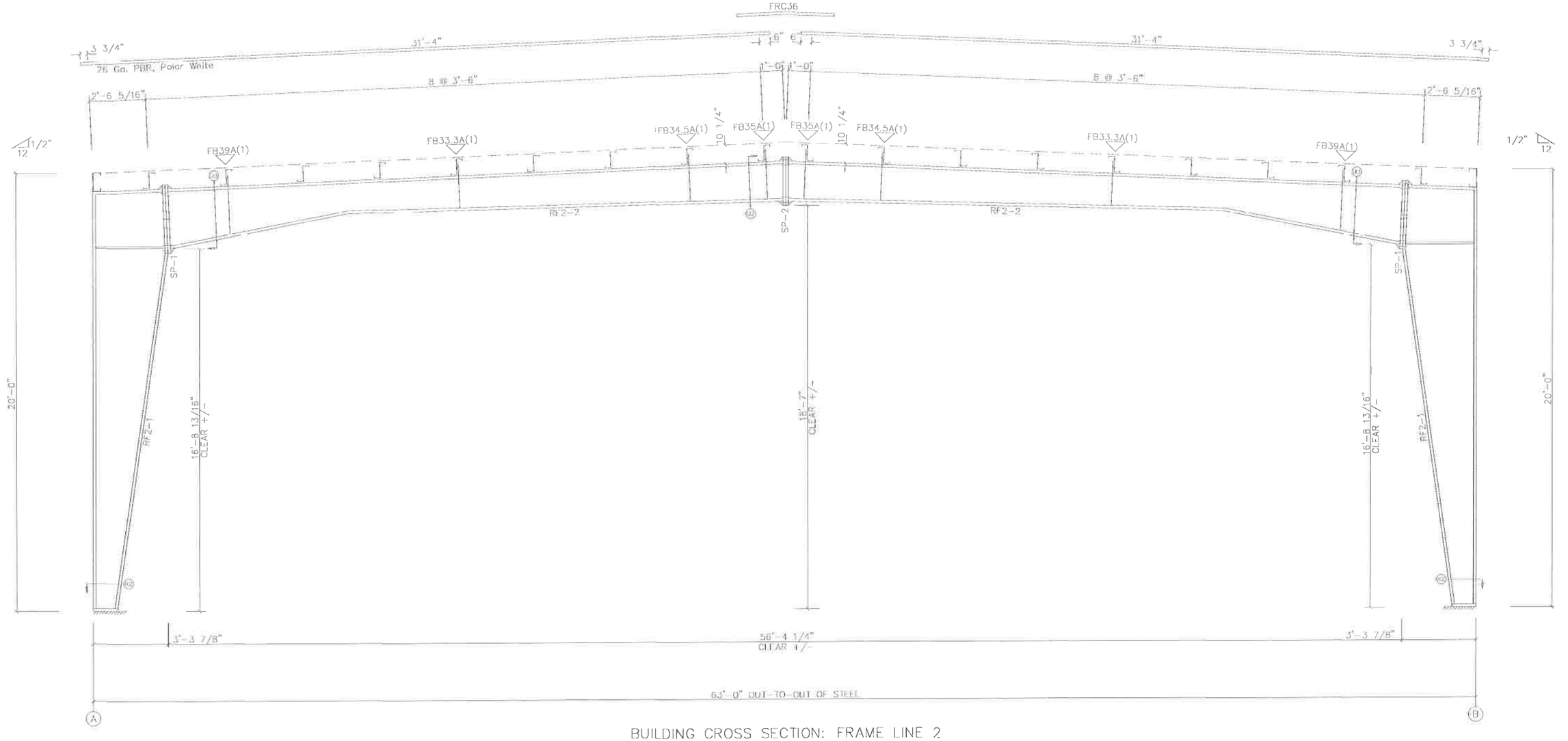
REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings			
PROJECT	Tate Boys/Sun Auto	RIGID FRAME ELEVATION	
ID	25-101WB	DESIGN: DRAFT:	CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 6 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	

SPLICE BOLT TABLE						
Mark	Qty Top	Bot	Int	Type	Dia	Length
SP-1	4	4	2	A325	0.750	2.25
SP-2	4	4	0	A325	0.750	2.00

MEMBER TABLE					
Mark	Web Depth Start/End	Web Plate Thick	Web Plate Length	Outside Flange W x Thk x Length	Inside Flange W x Thk x Length
RF2-1	10.0/17.8	0.188	53.3	6 x 1/4" x 229.0	6 x 5/8" x 199.3
	17.8/35.5	0.188	120.0	6 x 1/4" x 37.9	
	35.5/39.0	0.250	57.3		
RF2-2	30.0/15.0	0.188	98.7	6 x 5/16" x 240.0	6 x 3/8" x 99.8
	15.0/17.0	0.188	120.0	6 x 5/16" x 98.7	6 x 5/16" x 239.2
	17.0/19.0	0.188	120.0		

FLANGE BRACES: FBxx (1 or 2)
xx=length(in)
(1) One Side; (2) Two Sides
Λ - L2x2x1/8



BUILDING CROSS SECTION: FRAME LINE 2

GENERAL NOTES:

CONSTRUCTION NOTES FOR THE RIGID FRAMES.
1. ALL PRIMARY STRUCTURAL STEEL SHALL BE FABRICATED FROM 50 KSI STEEL.
2. ALL SECONDARY FRAMING MEMBERS SHALL BE FORMED FROM 55 KSI STEEL.
3. ALL FIELD CONNECTIONS OF PRIMARY FRAMING MEMBERS SHALL BE BOLTED WITH A325 H. S. BOLTS AND INSTALLED BY THE "TURN OF THE NUT" METHOD.
4. ALL FIELD CONNECTIONS OF SECONDARY FRAMING SHALL BE BOLTED WITH A307 MACHINE BOLTS.
5. WELDING PROCESSES USED BY WHITNEY BUILDINGS ARE IN ACCORDANCE WITH SEC. 1.3 OF AWS D 1.1.

WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

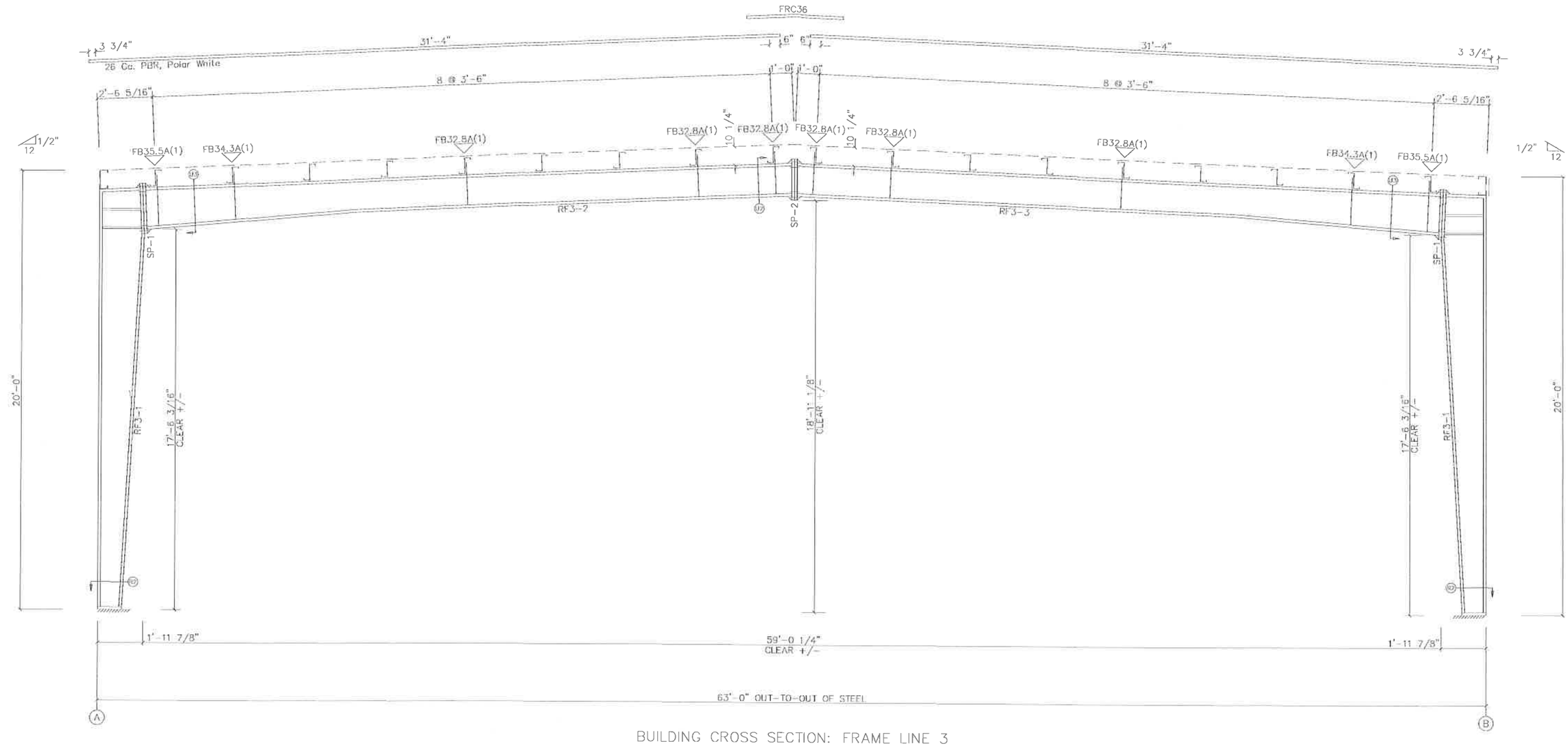
Crimson Buildings

PROJECT	Tate Boys/Sun Auto	RIGID FRAME ELEVATION	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 7 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	

SPLICE BOLT TABLE						
Mark	Qty Top	Bot	Int	Type	Dia	Length
SP-1	4	4	0	A325	0.750	2.25
SP-2	4	4	0	A325	0.750	1.75

▽FLANGE BRACES: FBxx (1 or 2)
xx=length(in)
(1) One Side; (2) Two Sides
Λ – L2x2x1/8

MEMBER TABLE					
Mark	Web, Depth Start/End	Web Plate Thick	Length	Outside Flange W x Thk x Length	Inside Flange W x Thk x Length
RF3-1	10.0/17.5	0.188	120.0	6 x 1/4" x 229.0	6 x 5/8" x 207.1
	17.5/23.0	0.188	109.9	6 x 1/4" x 22.3	
RF3-2	20.0/15.0	0.135	114.4	6 x 1/4" x 240.0	6 x 5/16" x 114.5
	15.0/15.0	0.135	120.0	6 x 1/4" x 114.4	6 x 1/4" x 239.4
	15.0/15.0	0.135	120.0		
RF3-3	15.0/15.0	0.135	120.0	6 x 1/4" x 114.4	6 x 1/4" x 239.4
	15.0/15.0	0.135	120.0	6 x 1/4" x 240.0	6 x 5/16" x 114.5
	15.0/20.0	0.135	114.4		



BUILDING CROSS SECTION: FRAME LINE 3

GENERAL NOTES:

CONSTRUCTION NOTES FOR THE RIGID FRAMES.
1. ALL PRIMARY STRUCTURAL STEEL SHALL BE FABRICATED FROM 50 KSI STEEL.
2. ALL SECONDARY FRAMING MEMBERS SHALL BE FORMED FROM 55 KSI STEEL.
3. ALL FIELD CONNECTIONS OF PRIMARY FRAMING MEMBERS SHALL BE BOLTED. WITH A325 H. S. BOLTS AND INSTALLED BY THE "TURN OF THE NUT" METHOD.
4. ALL FIELD CONNECTIONS OF SECONDARY FRAMING SHALL BE BOLTED WITH A307 MACHINE BOLTS.
5. WELDING PROCESSES USED BY WHITNEY BUILDINGS ARE IN ACCORDANCE WITH SEC. 1.3 OF AWS D 1.1.

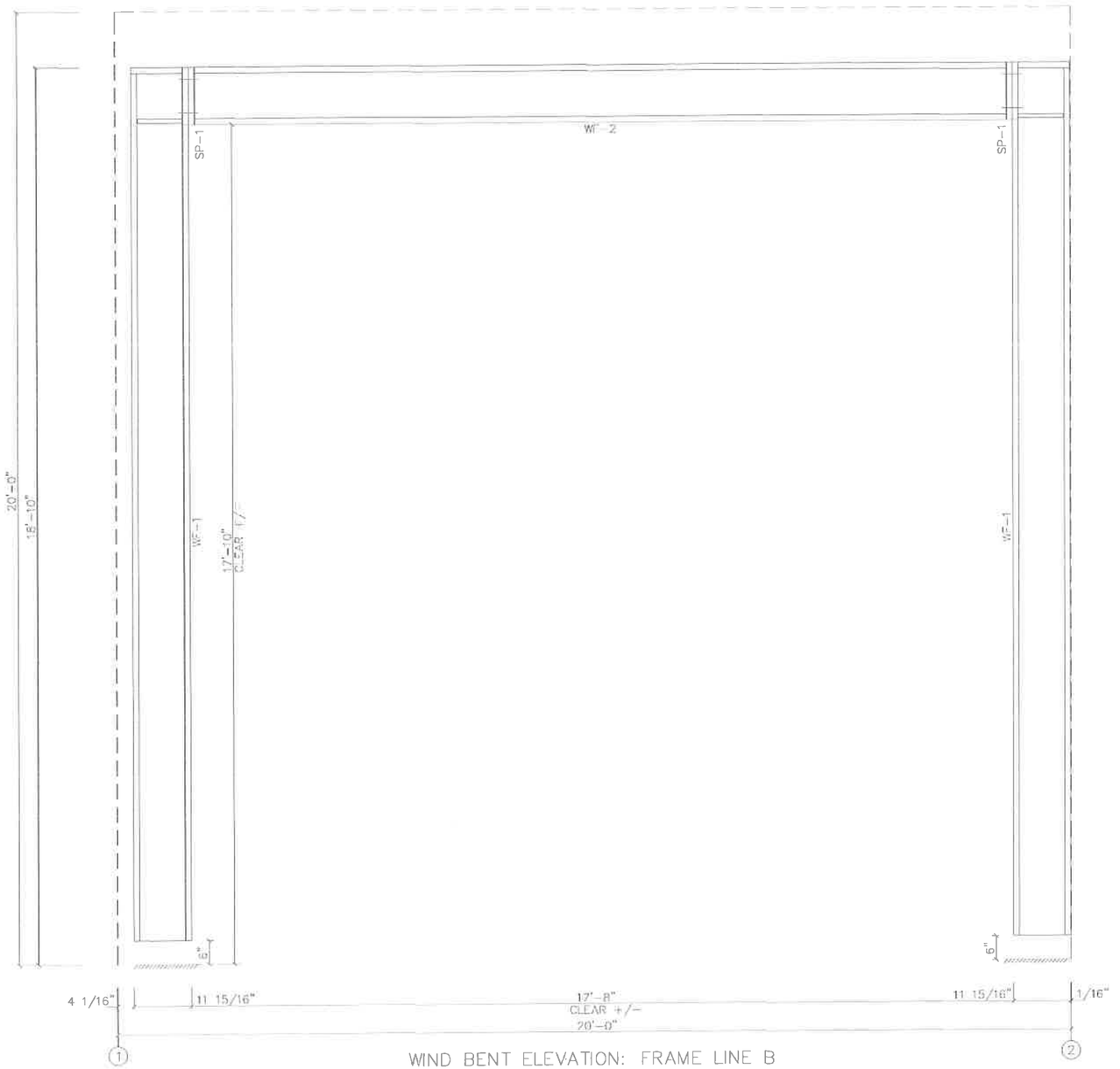
WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings			
PROJECT	Tate Boys/Sun Auto	RIGID FRAME ELEVATION	
ID	25-101WB	DESIGN: DRAFT:	CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 8 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	

SPLICE BOLTS					
Splice Mark	Quan Top/Bot	Bolt Type	Dia	Length	
SP-1	2	2	A325	0.875	2.50

MEMBER SIZE TABLE		
MARK	MEMBER	LENGTH
WF-2	W12X16	17'-7 1/4"
WF-1	W12X14	18'-4"



WIND BENT ELEVATION: FRAME LINE B

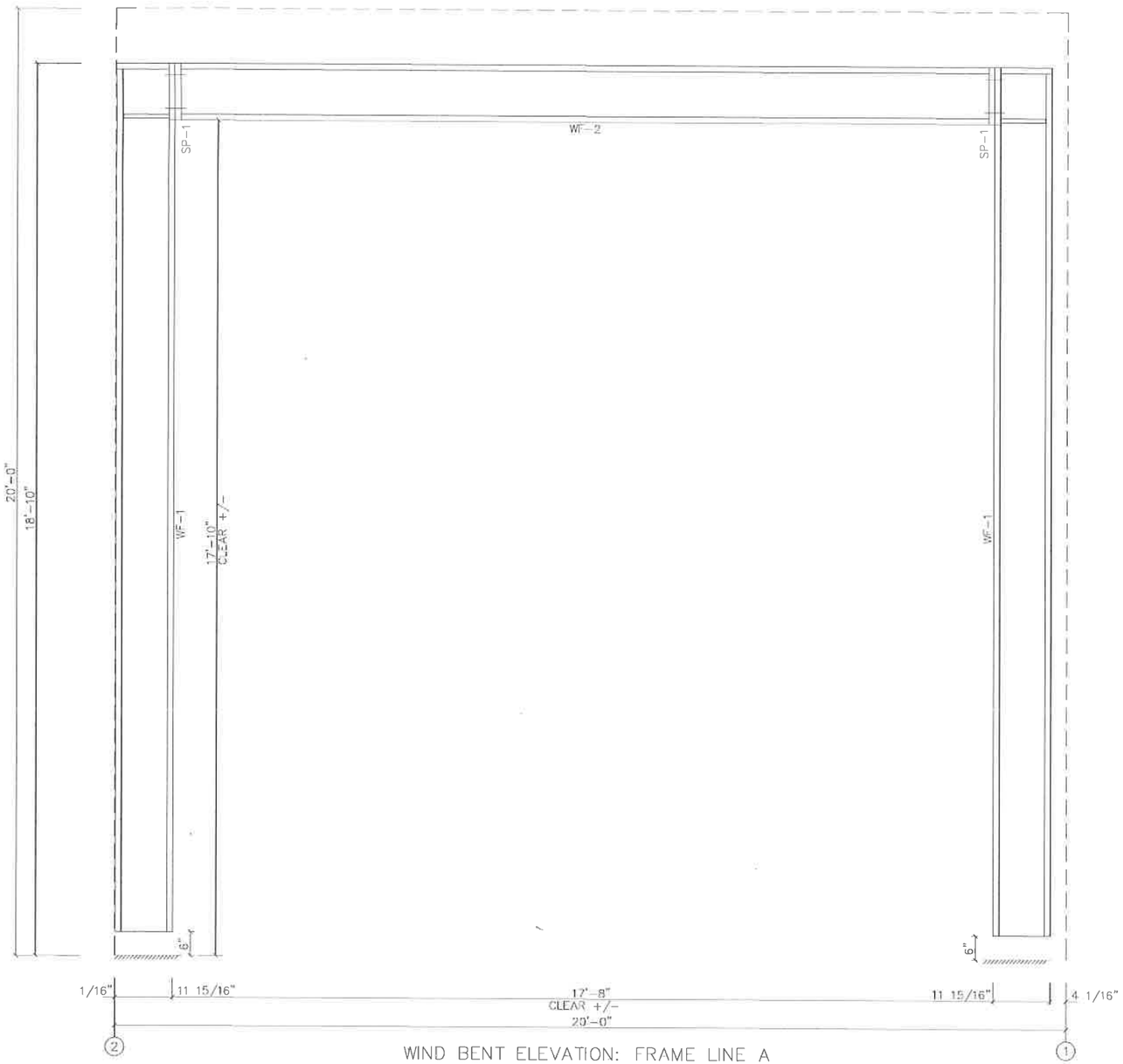
WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings			
PROJECT	Tate Boys/Sun Auto	WIND BENT ELEVATION	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 9 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	

SPLICE BOLTS					
Splice Mark	Quan Top/Bot		Bolt Type	Dia	Length
SP-1	2	2	A325	0.875	2.50

MEMBER SIZE TABLE		
MARK	MEMBER	LENGTH
WF-2	W12X16	17'-7 1/4"
WF-1	W12X14	18'-4"



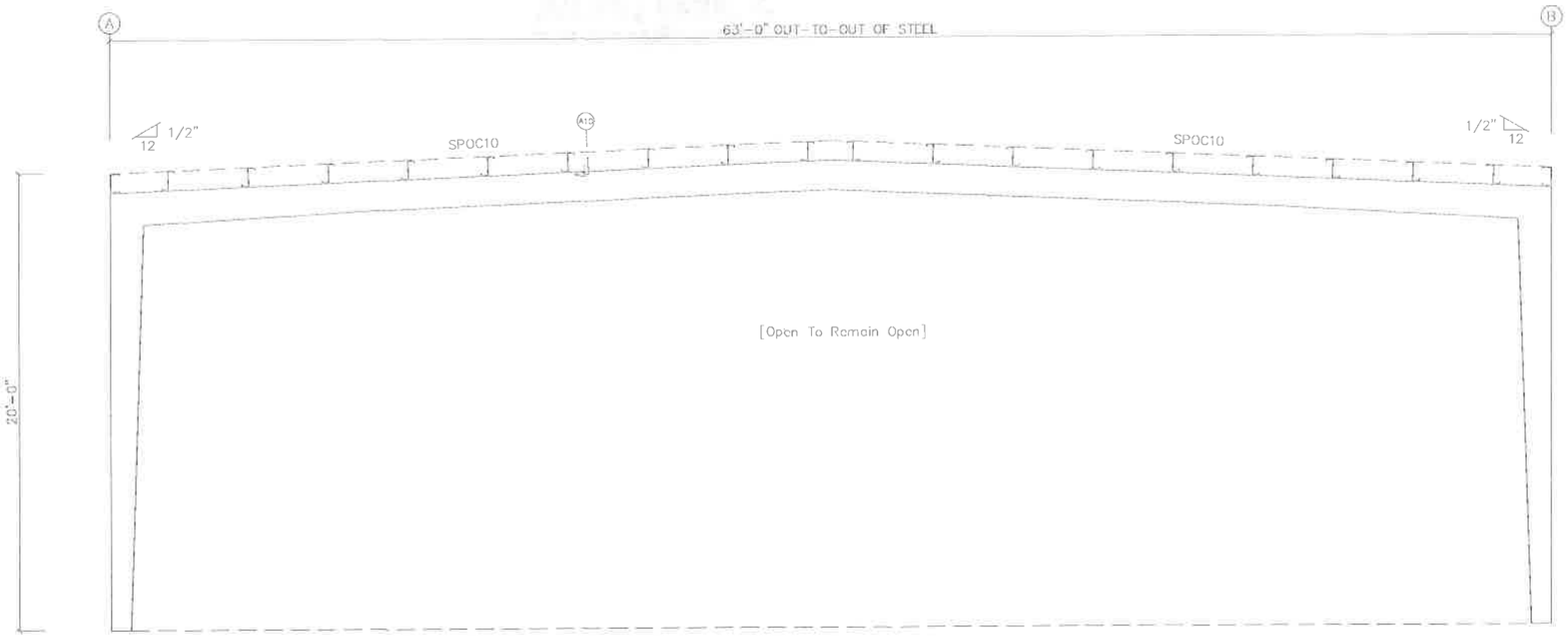
WIND BENT ELEVATION: FRAME LINE A

WHITNEY MANUFACTURING, INC

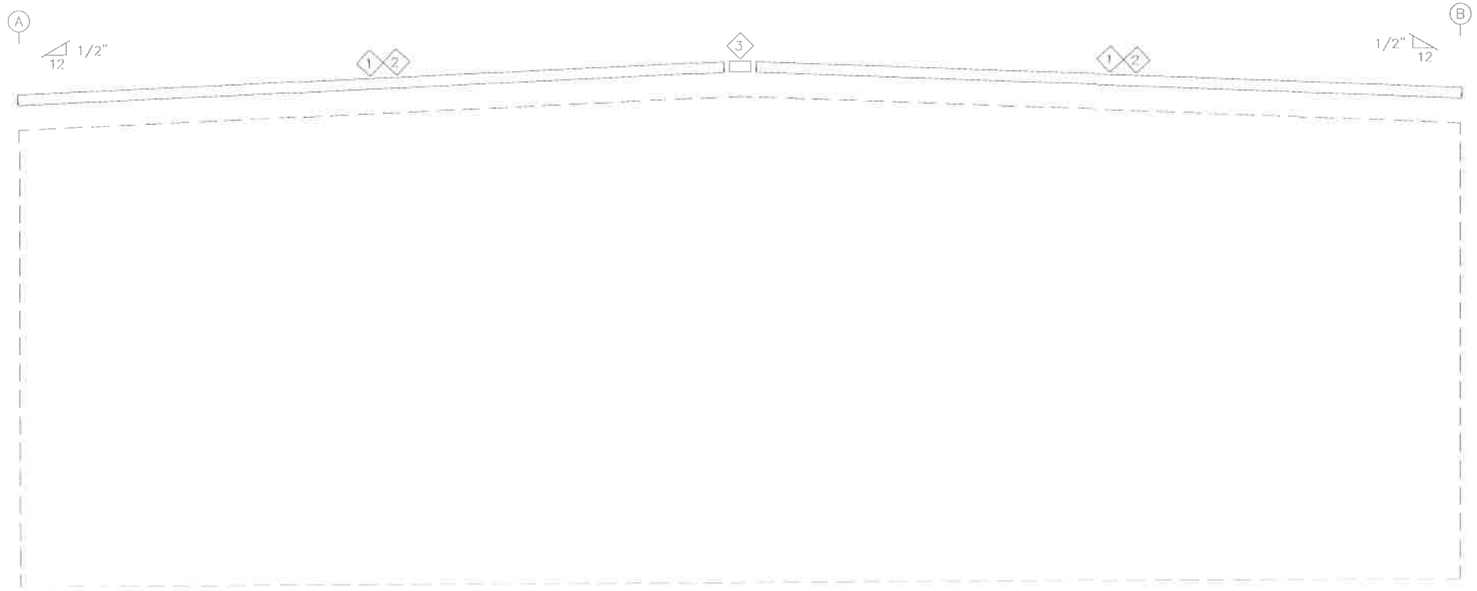
REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings			
PROJECT	Tate Boys/Sun Auto	WIND BENT ELEVATION	
ID	25-101WB	DESIGN: DRAFT:	CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 10 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	

TRIM TABLE FRAME LINE 1				
◇ID	QUAN	PART	LENGTH	DETAIL
1	4	SHRA	16'-2"	TRIM_47
2	4	WT-12	16'-2"	TRIM_47
3	1	SHPBOX	1'-5 1/2"	TRIM_203



LEFT ENDWALL FRAMING: FRAME LINE 1



LEFT ENDWALL SHEETING & TRIM: FRAME LINE 1

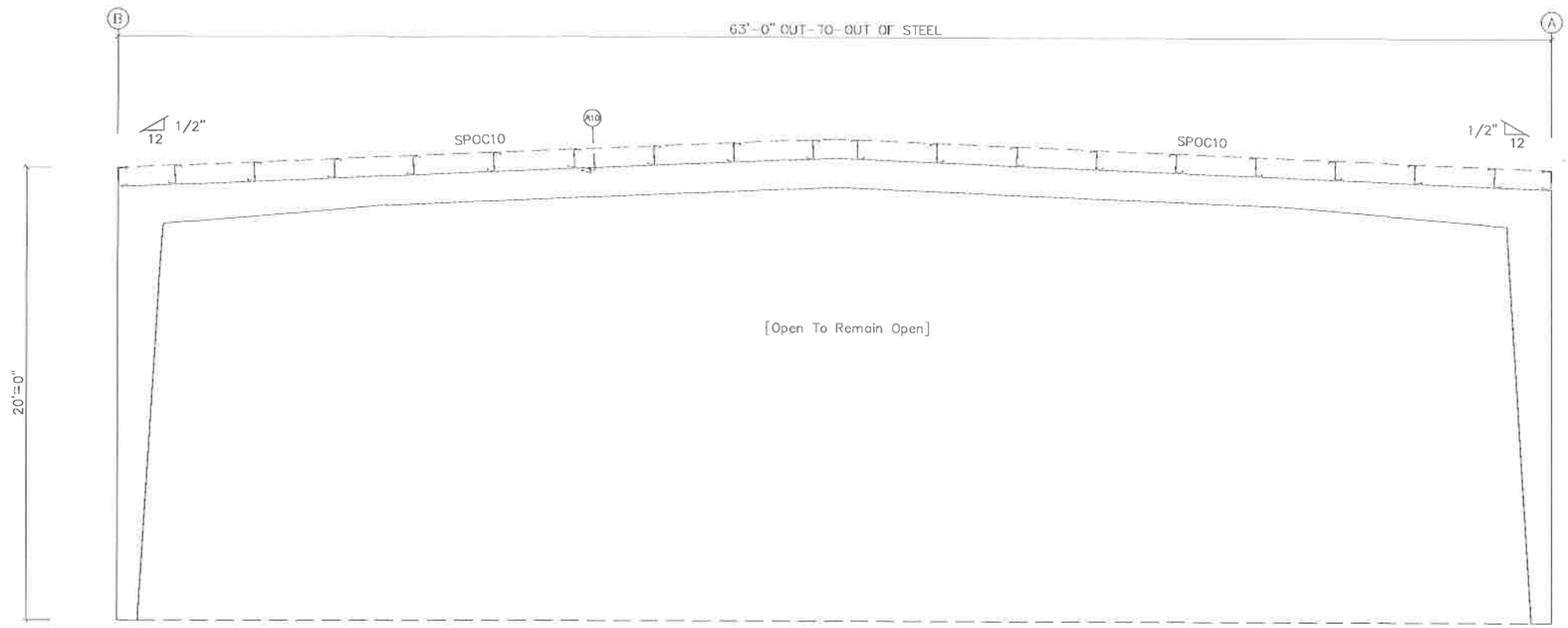
GENERAL NOTES:
1. Cable lengths are the assembled length. (END OF BOLT TO END OF BOLT)
2. Do not cut panels with an ABRASIVE BLADE. (THIS WILL VOID THE WARRANTY ON THE PANEL)

WHITNEY MANUFACTURING, INC

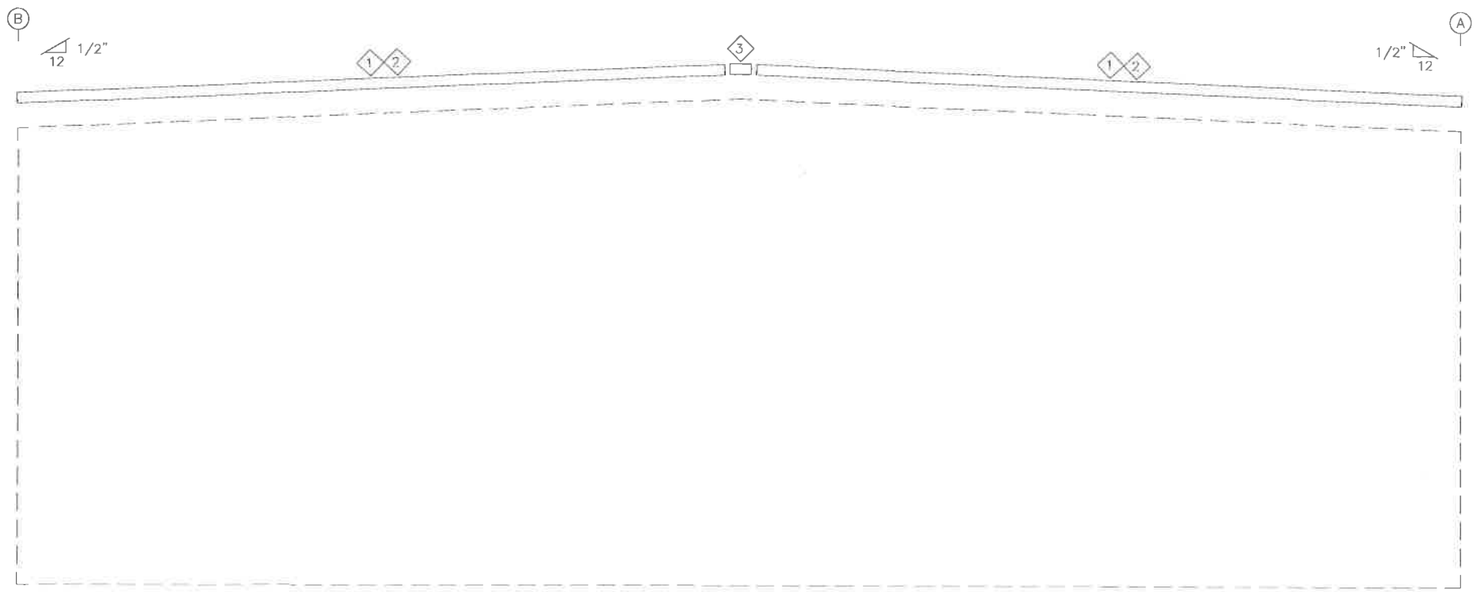
REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings			
PROJECT	Tate Boys/Sun Auto	ENDWALL FRAMING	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 11 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	

TRIM TABLE FRAME LINE 3				
◇ID	QUAN	PART	LENGTH	DETAIL
1	4	SHRA	16'-2"	TRIM_47
2	4	WT-12	16'-2"	TRIM_47
3	1	SHPBOX	1'-5 1/2"	TRIM_203



RIGHT ENDWALL FRAMING: FRAME LINE 3



RIGHT ENDWALL SHEETING & TRIM: FRAME LINE 3

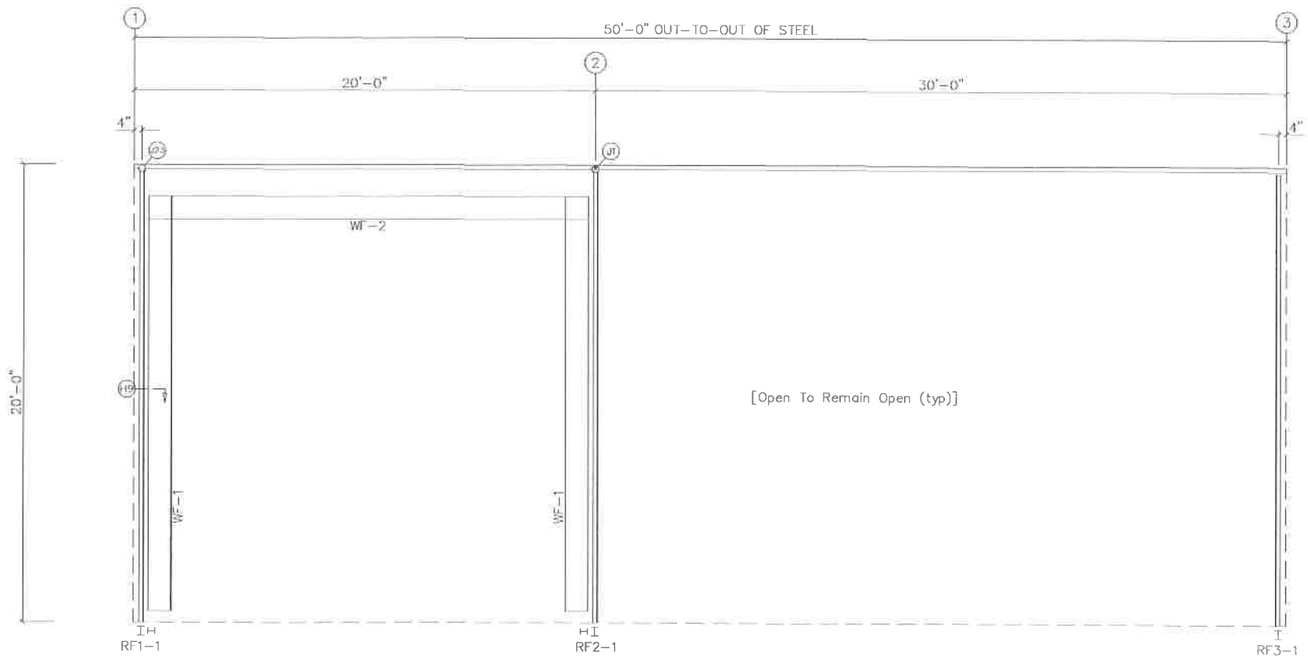
GENERAL NOTES:
1. Cable lengths are the assembled length.
(END OF BOLT TO END OF BOLT)
2. Do not cut panels with an ABRASIVE BLADE.
(THIS WILL VOID THE WARRANTY ON THE PANEL)

WHITNEY MANUFACTURING, INC

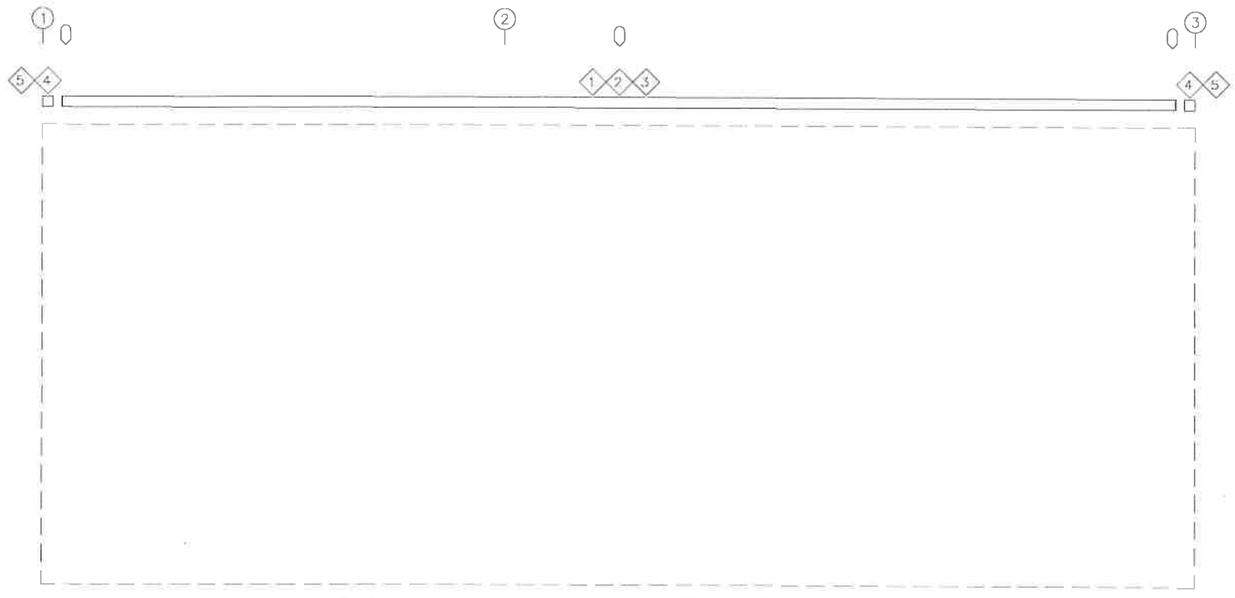
REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings			
PROJECT	Tate Boys/Sun Auto	ENDWALL FRAMING	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 12 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	

Q DOWNSPOUT LOCATIONS



FRONT SIDEWALL FRAMING: FRAME LINE B



FRONT SIDEWALL SHEETING & TRIM: FRAME LINE B

TRIM TABLE
FRAME LINE B

◇ID	QUAN	PART	LENGTH	DETAIL
1	3	SHGU12	17'-0"	TRIM_12
2	3	SPT-1	17'-0"	TRIM_12
3	3	WT-32	17'-0"	TRIM_12
4	2	SHGEN	1"	TRIM_200
5	2	SHOCB	9"	TRIM_201

BOLT TABLE
FRAME LINE B

LOCATION	QUAN	TYPE	DIA	LENGTH
WF-1 - WF-2	4	A325	7/8"	2 1/2"
WF-1 - RF1-1	10	A325	5/8"	1 1/2"
WF-1 - RF2-1	10	A325	5/8"	1 1/2"

MEMBER TABLE
FRAME LINE B

QUAN	MARK	PART	LENGTH
2	WF-1	W12X14	18'-4"
1	WF-2	W12X16	17'-7 1/4"

GENERAL NOTES:
1. Cable lengths are the assembled length. (END OF BOLT TO END OF BOLT)
2. Do not cut panels with an ABRASIVE BLADE. (THIS WILL VOID THE WARRANTY ON THE PANEL)

WHITNEY MANUFACTURING, INC

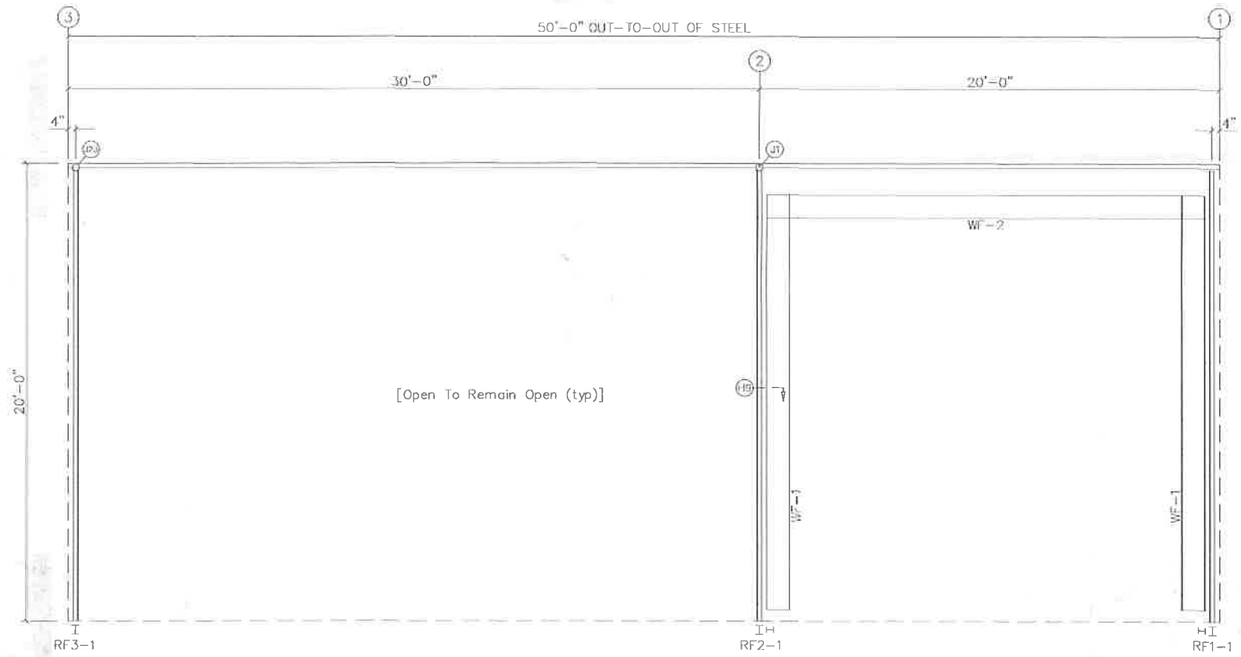
REVISIONS

REV#	DATE	DESCRIPTION	BY

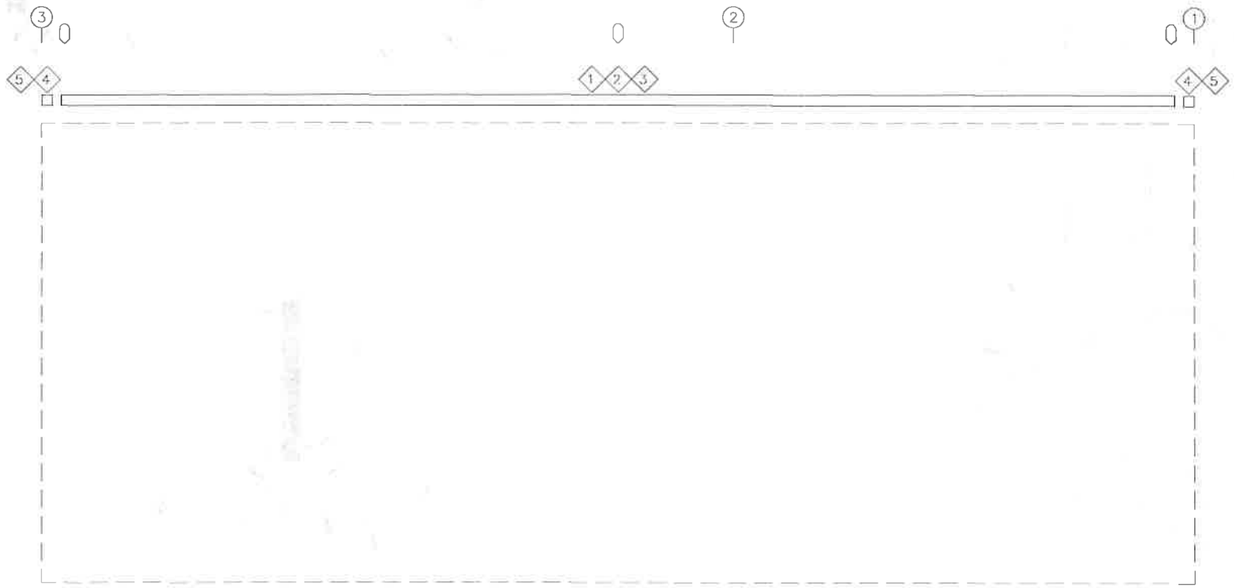
Crimson Buildings

PROJECT	Tate Boys/Sun Auto	SIDEWALL FRAMING		
ID	25-101WB	DESIGN:	DRAFT:	CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 13 OF 21	
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"		

O DOWNSPOUT LOCATIONS



BACK SIDEWALL FRAMING: FRAME LINE A



BACK SIDEWALL SHEETING & TRIM: FRAME LINE A

TRIM TABLE
FRAME LINE A

◇ID	QUAN	PART	LENGTH	DETAIL
1	3	SHGU12	17'-0"	TRIM_12
2	3	SPT-1	17'-0"	TRIM_12
3	3	WT-32	17'-0"	TRIM_12
4	2	SHGEN	1"	TRIM_200
5	2	SHOCB	9"	TRIM_201

BOLT TABLE
FRAME LINE A

LOCATION	QUAN	TYPE	DIA	LENGTH
WF-1 - WF-2	4	A325	7/8"	2 1/2"
WF-1 - RF2-1	10	A325	5/8"	1 1/2"
WF-1 - RF1-1	10	A325	5/8"	1 1/2"

MEMBER TABLE
FRAME LINE A

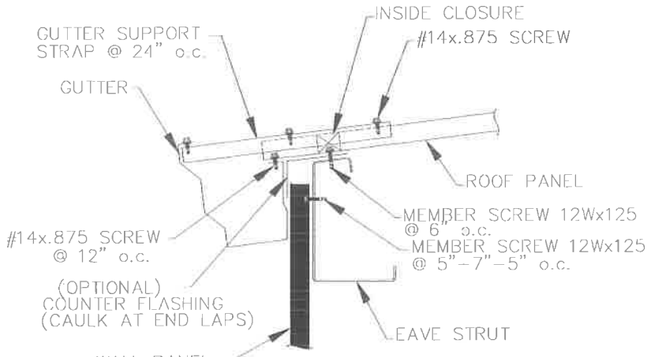
QUAN	MARK	PART	LENGTH
2	WF-1	W12X14	18'-4"
1	WF-2	W12X16	17'-7 1/4"

GENERAL NOTES:
1. Cable lengths are the assembled length. (END OF BOLT TO END OF BOLT)
2. Do not cut panels with an ABRASIVE BLADE. (THIS WILL VOID THE WARRANTY ON THE PANEL)

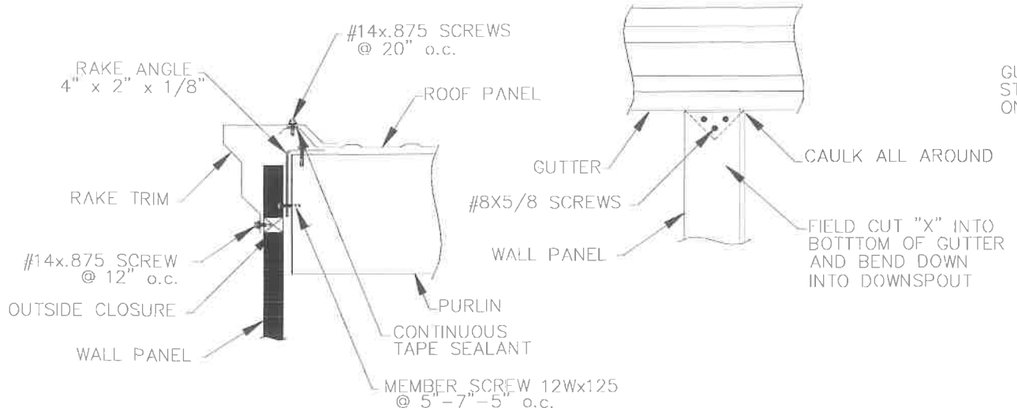
WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

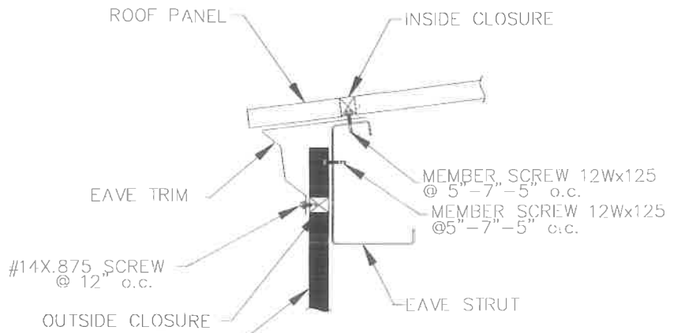
Crimson Buildings			
PROJECT	Tate Boys/Sun Auto	'SIDEWALL FRAMING	
ID	25-101WB	DESIGN: DRAFT:	CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 14 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	



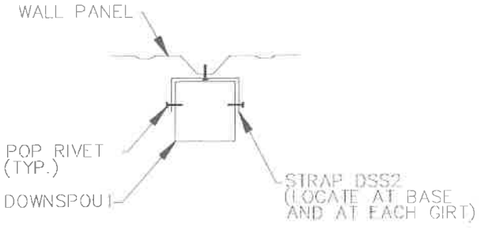
DETAIL AT GUTTER



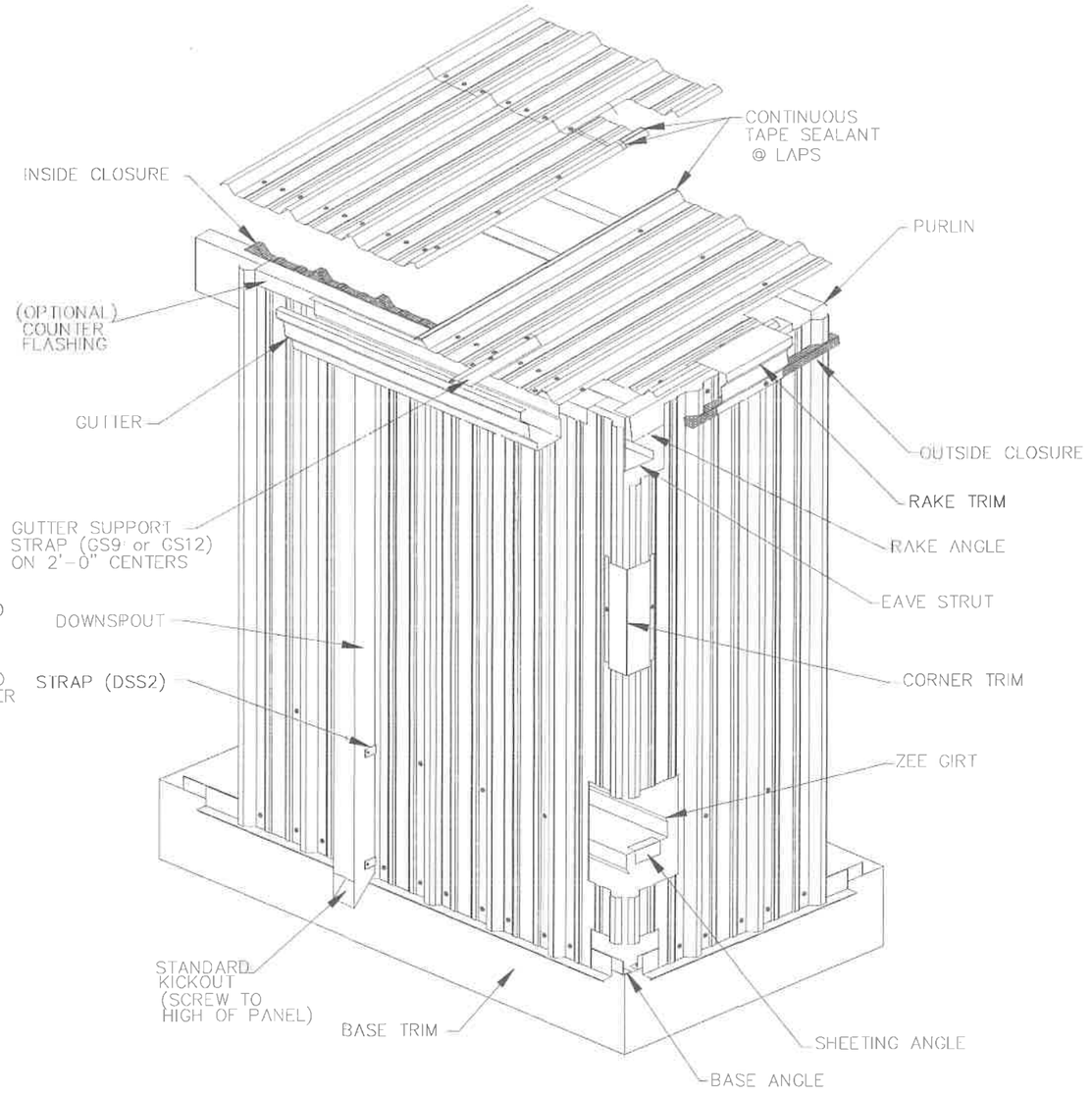
DETAIL AT RAKE



DETAIL AT EAVE TRIM



DOWNSPOUT DETAIL



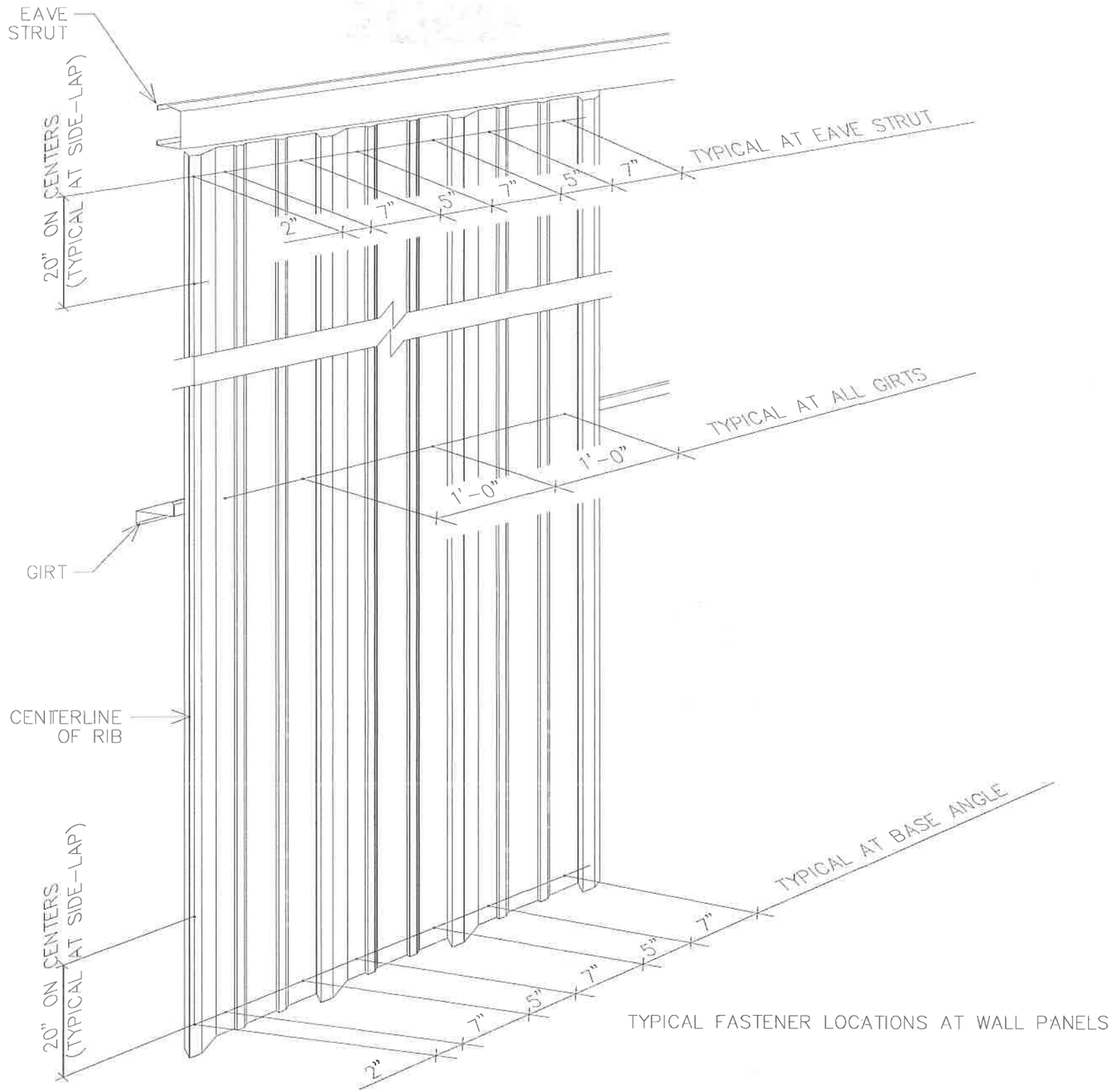
ISOMETRIC VIEW AT CORNER OF BUILDING

WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings

PROJECT	Tate Boys/Sun Auto	DETAIL DRAWINGS	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 15 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	



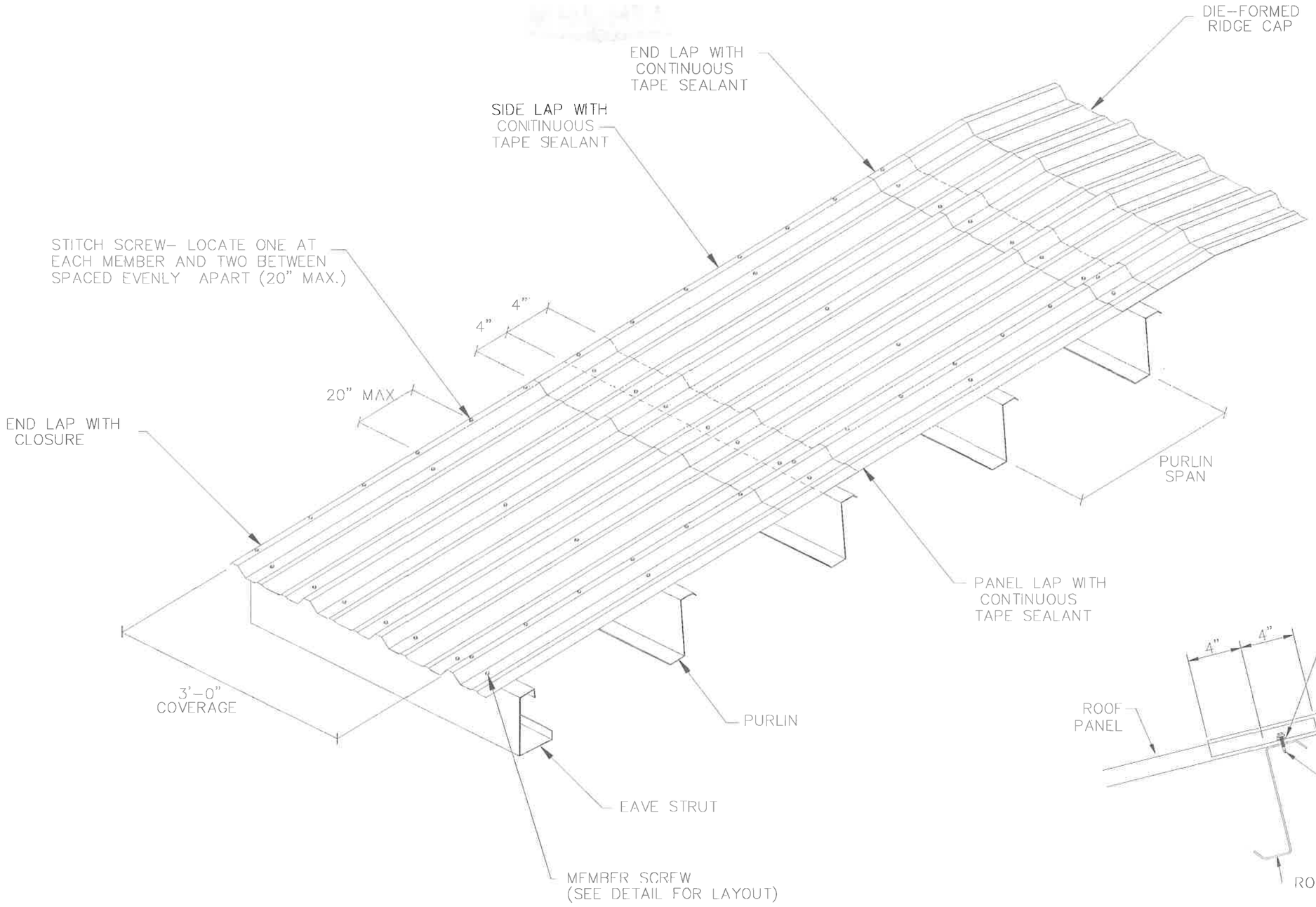
TYPICAL FASTENER LOCATIONS AT WALL PANELS

WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings

PROJECT	Tate Boys/Sun Auto	DETAIL DRAWINGS	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 16 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	



DETAIL AT PANEL SPLICE

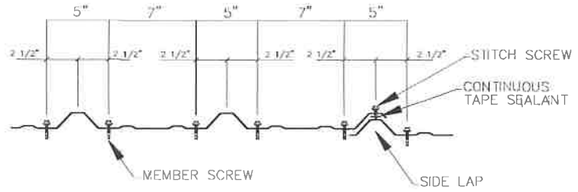
ROOF PANEL INSTALLATION LAYOUT

WHITNEY MANUFACTURING, INC

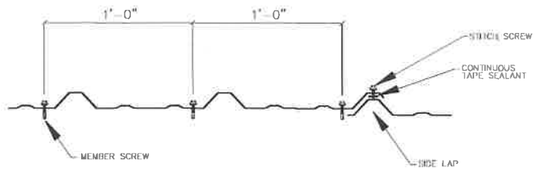
REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings

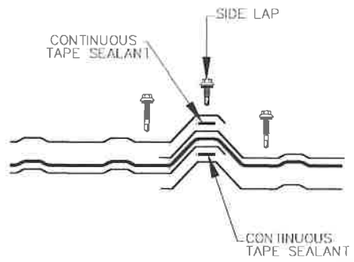
PROJECT	Tate Boys/Sun Auto	DETAIL DRAWINGS	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 17 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	



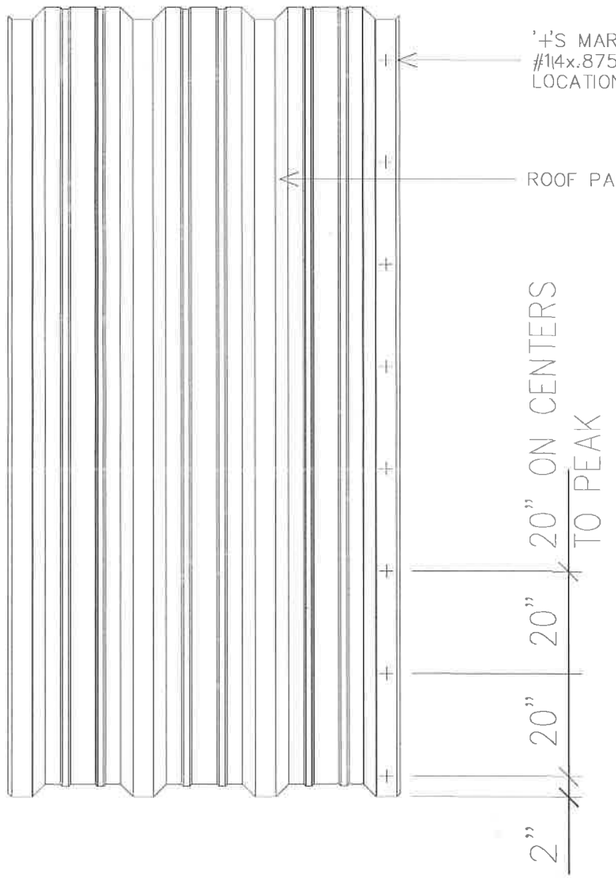
DETAIL AT END LAP AND PANEL LAP



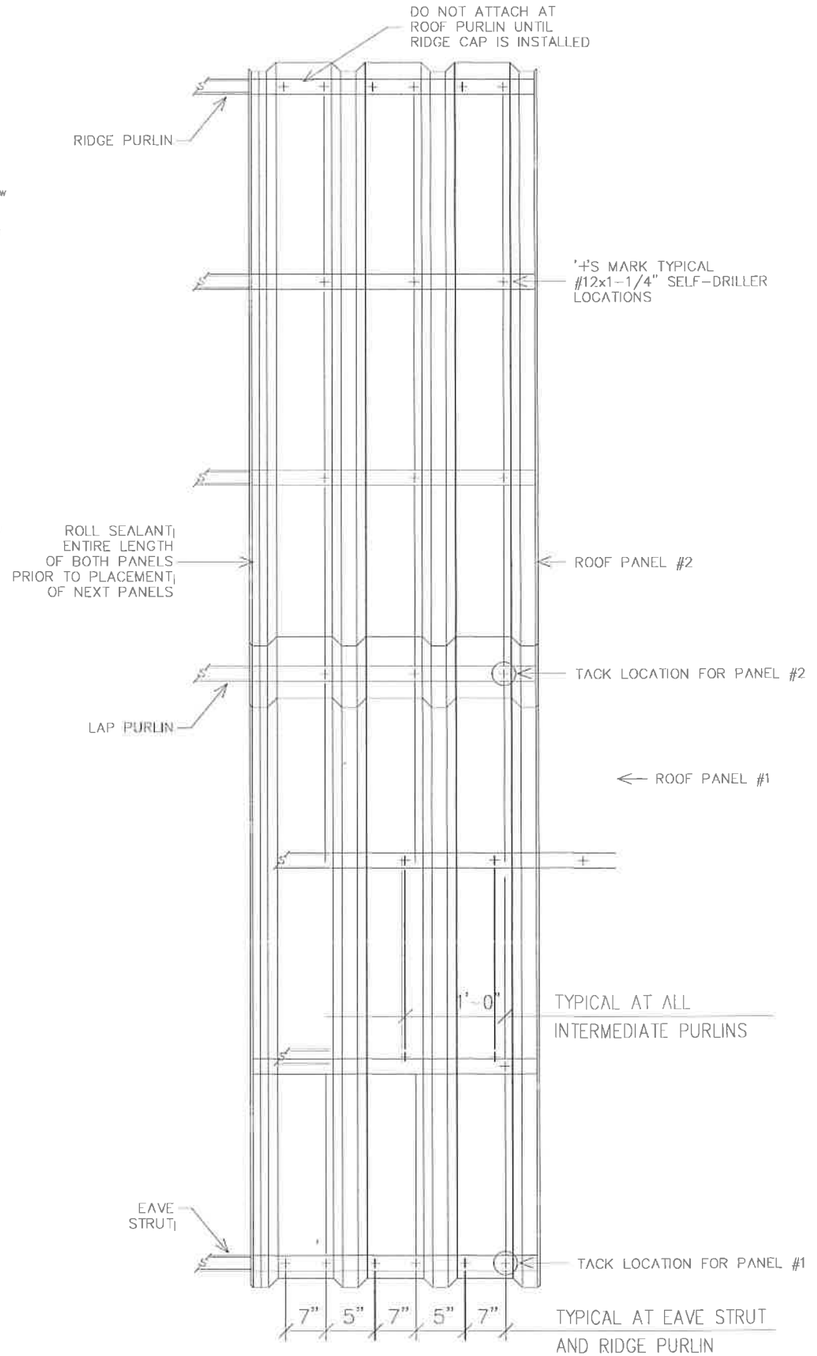
DETAIL AT REMAINING MEMBERS



TAPE SEALANT AT END LAP AND PANEL LAP



STITCH SCREW LOCATIONS



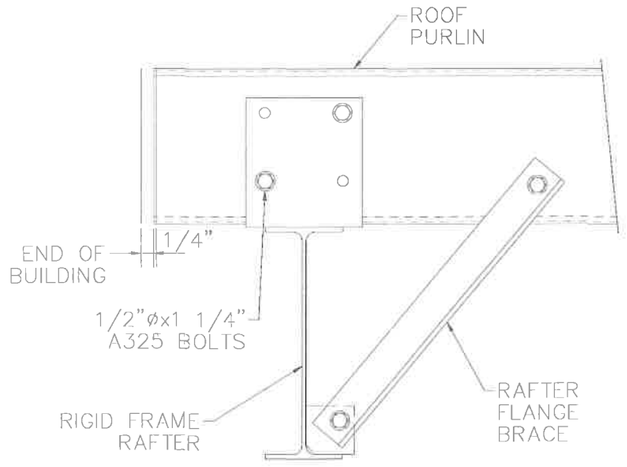
FASTENER DETAIL AT ROOF PANEL

WHITNEY MANUFACTURING, INC

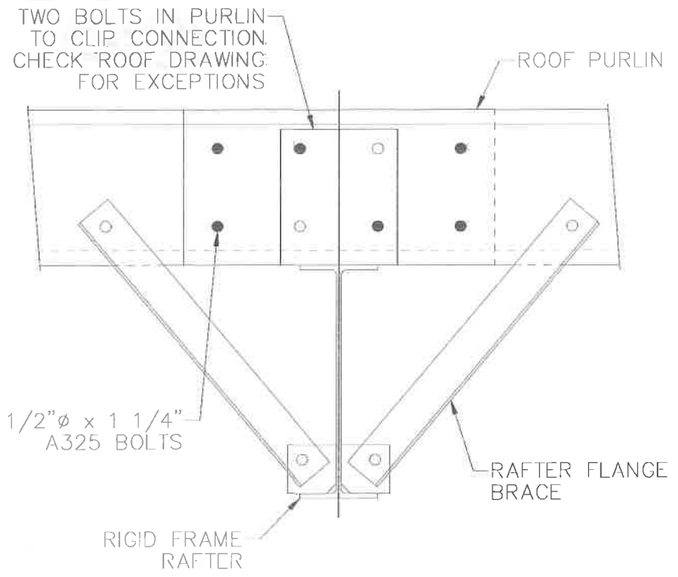
REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings

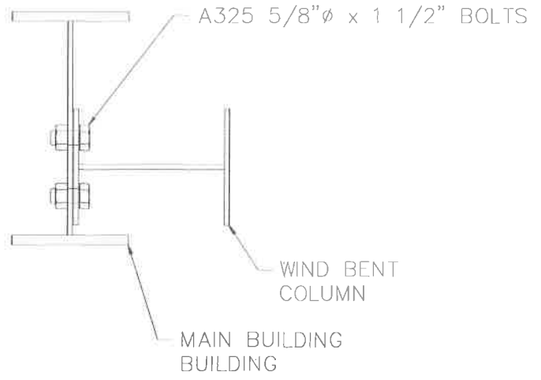
PROJECT	Tate Boys/Sun Auto	DETAIL DRAWINGS		
ID	25-101WB	DESIGN:	DRAFT:	CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 18 OF 21	
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"		



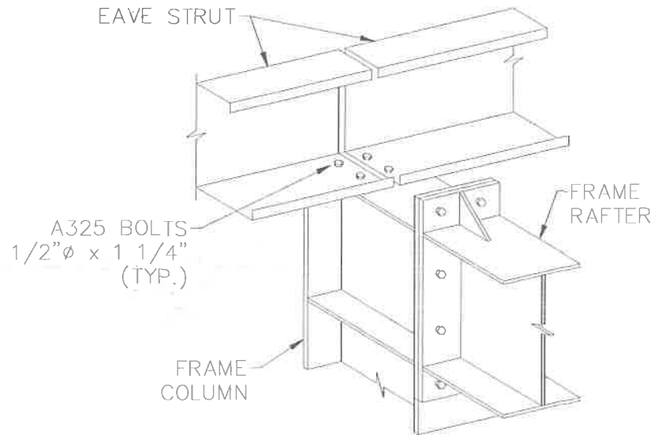
A10 ROOF PURLIN TO EXPANDABLE ENDWALL RIGID FRAME



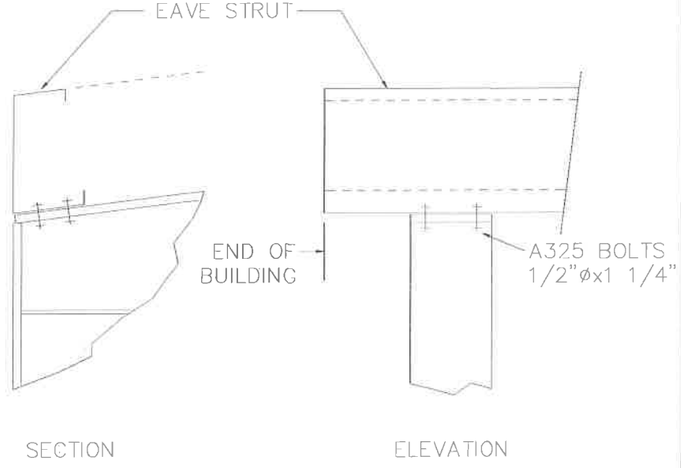
G2 ROOF PURLIN TO INTERIOR FRAME RAFTER



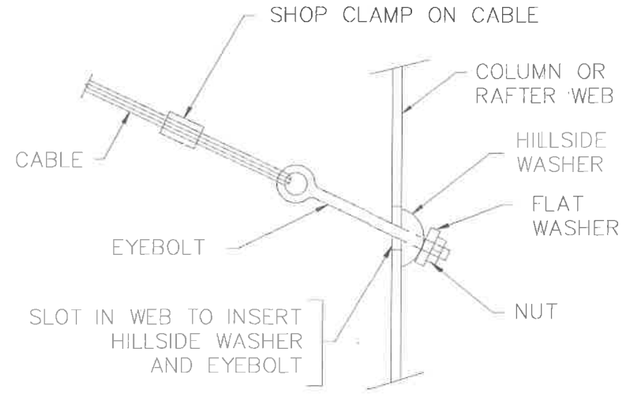
H9 WIND BENT COLUMN TO MAIN BUILDING COLUMN CONNECTION



J1 EAVE STRUT TO RIGID FRAME



J23 EAVE STRUT TO RIGID FRAME



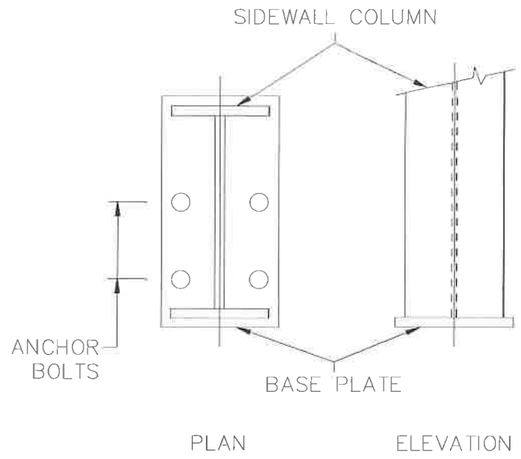
Q2 DIAGONAL CABLE, EYEBOLT END

WHITNEY MANUFACTURING, INC

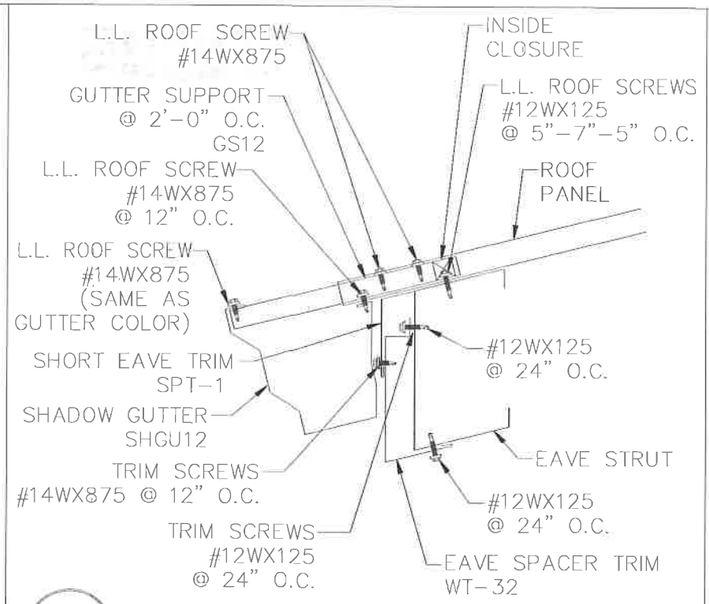
REVISIONS			
REV#	DATE	DESCRIPTION	BY

Crimson Buildings

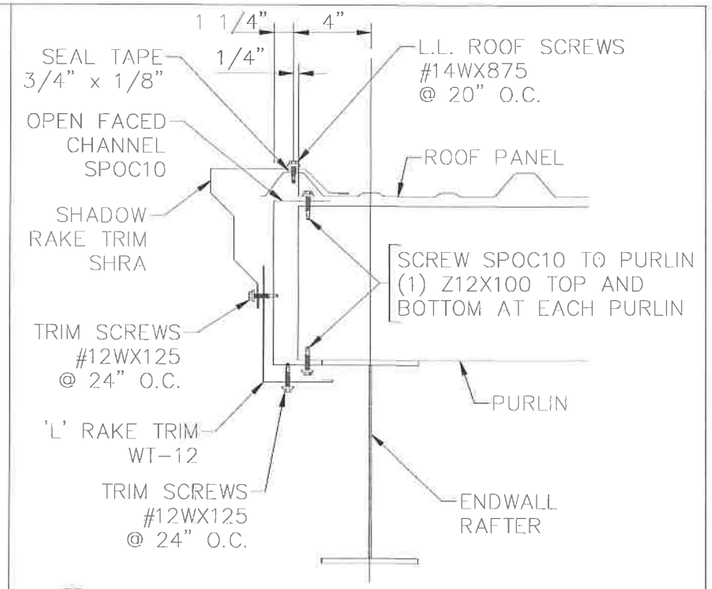
PROJECT	Tate Boys/Sun Auto	DETAIL DRAWINGS	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 19 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	



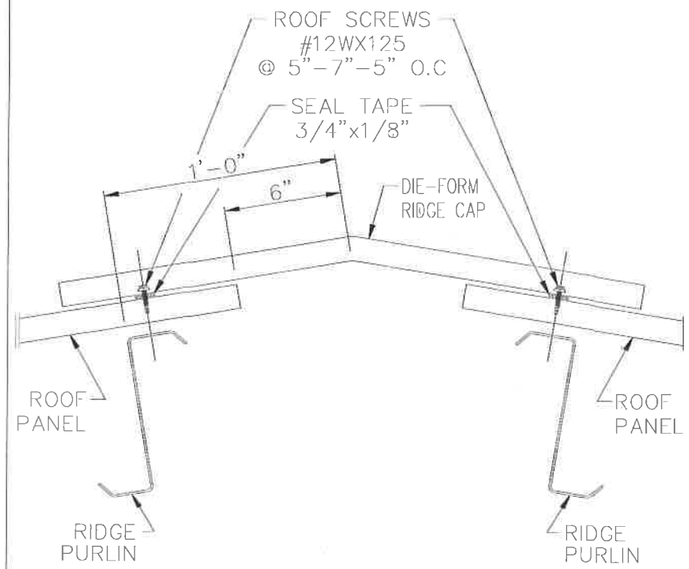
R2 ANCHOR BOLTS AT SIDEWALL COLUMN



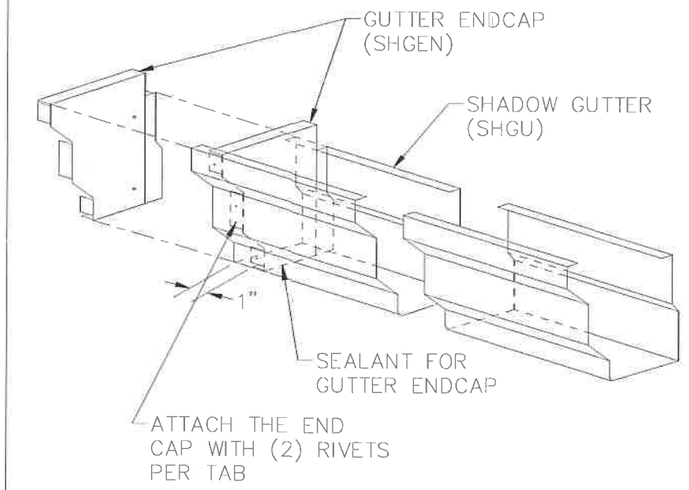
TRIM 12 SHADOW GUTTER AT GABLE EXTENSION



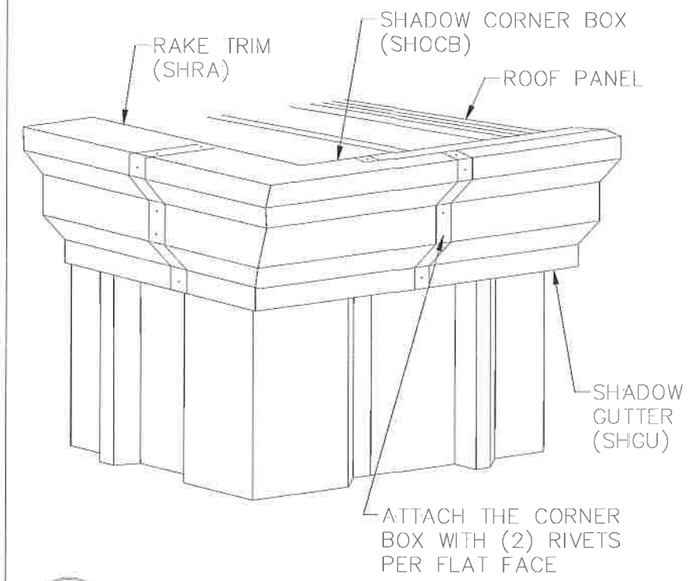
TRIM 47 SHADOW RAKE TRIM AT GABLE EXTENSION R-PANEL ROOF



TRIM 68 DIE-FORM RIDGE CAP



TRIM 200 GUTTER ENDCAP FOR SHADOW GUTTER



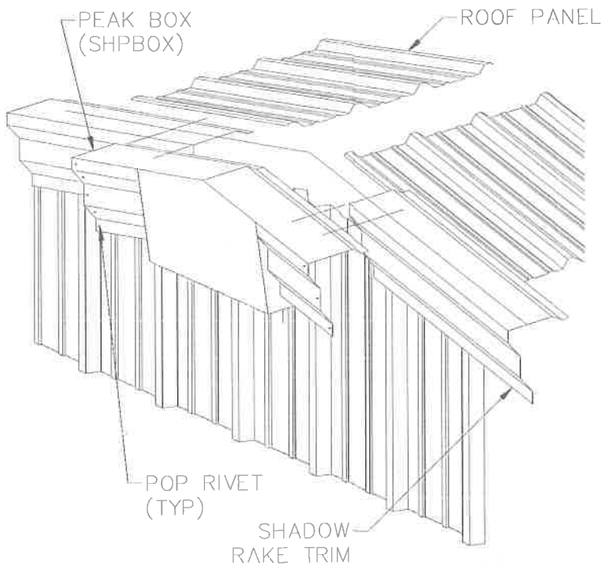
TRIM 201 SHADOW CORNER BOX ASSEMBLY

WHITNEY MANUFACTURING, INC

REVISIONS			
REV#	DATE	DESCRIPTION	BY

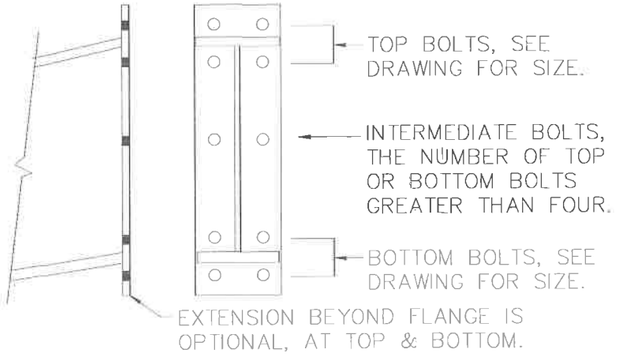
Crimson Buildings

PROJECT	Tate Boys/Sun Auto	DETAIL DRAWINGS	
ID	25-101WB	DESIGN:	DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25	SHEET 20 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"	



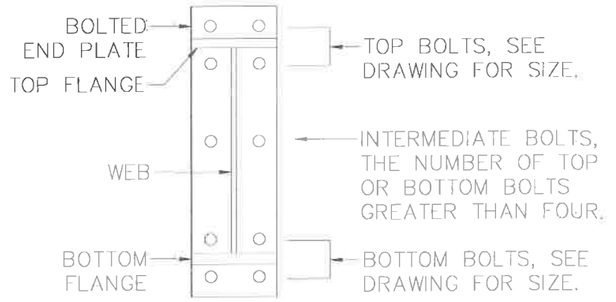
TRIM 203

SHADOW PEAK-BOX



U2

BOLTED END PLATE CONNECTION AT BUILDING PEAK



U3

BOLTS FOR RAFTER TO COLUMN CONNECTION

WHITNEY MANUFACTURING, INC

REV#	DATE	REVISIONS DESCRIPTION	BY

Crimson Buildings

PROJECT	Tate Boys/Sun Auto	DETAIL DRAWINGS
ID	25-101WB	DESIGN: DRAFT: CHECK:
PROJECT ADDRESS	2319 SE Washington Blvd Bartlesville, OK 74006	DATE: 9/23/25 SHEET 21 OF 21
		BUILDING SIZE: 63'-0" x 50'-0" x 20'-0"

To the City of Bartlesville:

In reference to:

Sun & Auto/ Tate Boys

Date of meeting 9-8-2026

Time of meeting 6pm

Location of meeting Bartlesville public library

We arrived at the library at 5:45 and set up chairs and waited until 6:35

No citizens showed up to this meeting.

X _____ Date 9-16-2026

Julie Dominguez

Crimson Buildings

918-698-1292

Agenda Item 13.
September 28, 2026
Prepared by Micah Siemers
Engineering

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A public hearing to consider a request by Stephen R. Baker to close a portion of a 20' utility easement located on the north side of Lot 2, Colonial Estates 18th Addition, Bartlesville, Washington County, Oklahoma.

Attachments:
Ordinance
Exhibit A

II. STAFF COMMENTS AND ANALYSIS

Applicant: Stephen R. Baker

Requested Action: A public hearing to consider a request to close a portion of a 20' wide utility easement on the north side of Lot 2, Colonial Estates 18th Addition, Bartlesville, Washington County, Oklahoma said portion of easement being more particularly described as follows:

THE NORTH 20 FEET OF LOT 2, COLONIAL ESTATES 18TH ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

SPECIAL INFORMATION:

The applicant is requesting the closure because they are trying to sell the house and potential buyers have been concerned with the large utility easement and how that could limit what can be constructed in the rear yard. The applicant has had one buyer back out of the purchase when the mortgage loan survey revealed the presence of an easement and they desired to build a swimming pool that would have been in conflict with the easement.

1. City Staff: Staff has received no objections from Police, Fire, Planning, Public Works, Water Utilities or Engineering departments. There are no City-owned facilities within the easement nor any future plans to use the easement. Therefore, they have no objection to closing this portion of the easement.

2. Utility Companies: Staff has received no objections from ONG, PSO, AT&T, Sparklight, Bluepeak, Dobson, Cox/Spectrum or BTC as they do not have facilities located within this easement and do not need access through this portion of the easement. Therefore, they have no objections to the request.

III. RECOMMENDED ACTION

Staff recommends holding the public hearing and authorizing the mayor to execute the attached ordinance vacating the utility easement that consists of the north 20 feet of Lot 2, Colonial Estates 18th Addition. A public hearing notice has been placed in the *Examiner Enterprise*.

ORDINANCE NO. _____

An Ordinance to close a portion of the 20' utility easement, located on the north side of Lot 2, Colonial Estates 18th Addition, Bartlesville, Washington County, Oklahoma.

WHEREAS, heretofore the City Council of the City of Bartlesville received a request for the closing of a portion of a utility easement hereinafter described; and

WHEREAS, the Council duly set said matter for public hearing and gave proper notice thereof and said matter was duly heard before the Council in an open meeting on October 5, 2026, where all viewpoints were considered; and

WHEREAS, the Council, after consideration, determined it necessary, expedient and desirable that the portion of the utility easement hereinafter to be closed.

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

The following described utility easement, described to wit:

THE NORTH 20 FEET OF LOT 2, COLONIAL ESTATES 18TH ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

Also, as shown as Exhibit A attached hereto and made a part of this ordinance be and the same is hereby closed.

PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 5th day of October, 2026.

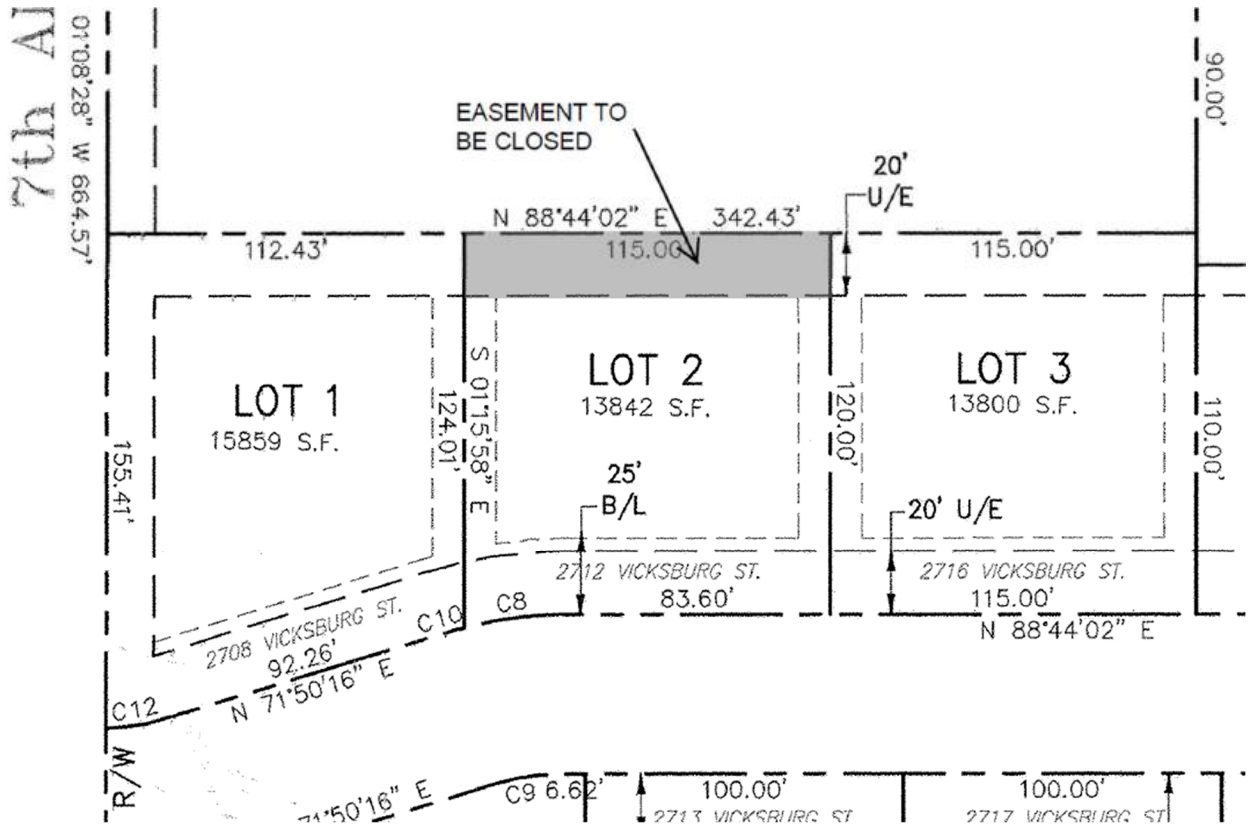
_____
James S. Curd. Jr., Mayor

ATTEST:

_____
City Clerk
(SEAL)

EXHIBIT ‘A’

EASEMENT CLOSING
LOT 2 COLONIAL ESTATES 18TH ADDITION



Background:
Howard Companies LLC is considering a Buffalo Wild Wings location on the property just west of Armstrong Bank on Nowata Road just west of the Highway 75 interchange (address TBD). If this incentive is approved, it will mark their 17th location in Oklahoma and 30th overall (5 actively committed and starting construction). They are excited about returning this national brand to the Bartlesville market. If approved, construction is expected to begin in November with a goal of opening in June or July.

More information is available about the company in the included letter from the Howard Companies CEO.

Opportunity:
Retail policy established by BDA Board of Trustees and Bartlesville City Council in 2013:
In all cases, the formula for deriving the maximum available incentive is determined by estimating the net-new revenue the city anticipates receiving over a 10-year period after factoring substitution sales captured from existing retailers. Retail incentives for individual projects are capped at a rate of half of the city's anticipated net-new sales tax revenue.

New or expanding stores and restaurants with annual sales of less than $5 million will be discounted for substitution by 80% (20% of annual sales will be attributed to net-new sales).

Average 2023-2025 comparable store yearly sales: **$3,614,918**
Avg yearly sales of $3,614,918 x .20 (80%) substitution discount = $722,983 net-new sales
$722,983 x 3.4% sales tax rate = $24,581 annual sale tax revenue
$24,581 x 10-year investment = $245,814 total tax revenue
$245,814 x 50% incentive cap = **$122,907 Max Incentive Qualification**

Recommendation:
"Appropriate $122,907 from the Economic Development Fund for development assistance to Howard Companies DBA Buffalo Wild Wings for construction of a restaurant at TBD Nowata Road, payable upon Certificate of Occupancy and opening within 24 months – *Chris Batchelder, Bartlesville Development Authority"*



Howard Companies
8045 SW 36th St.
Oklahoma City, Ok. 73179

Bartlesville Proposal & Community Introduction

Howard Companies opened its first Buffalo Wild Wings in March of 2004. Since then, we have successfully expanded the brand across Oklahoma and Arkansas. Today, our portfolio includes 16 locations in Oklahoma, 7 in Arkansas, and 1 in Missouri, with active contracts to open 5 additional restaurants across Oklahoma and Arkansas.

We are incredibly excited about the opportunity in Bartlesville. Having operated extensively in similar mid-sized markets, we understand the local dynamics and know exactly how to integrate the brand into the fabric of the community. We have identified a prime location at Washington and Nowata Road, situated ideally behind Armstrong Bank, which we believe offers excellent visibility and access for our future guests.

What sets Howard Companies apart from other franchise operators is our unwavering commitment to hands-on operational excellence:

- **Localized Management:** We ensure a multi-unit manager resides within one hour of every location they supervise.
- **Strict Span of Control:** We cap our multi-unit managers at a maximum of four stores each.

This infrastructure provides our general managers with unparalleled support, fueling sustainable franchise expansion while driving consistent, year-over-year revenue growth at each individual location.

Beyond operating clean, high-performing restaurants with exceptional service, our core focus is community investment. We partner heavily with local schools, sponsoring youth athletic teams and organizing community initiatives like free school supply drives for children in need. We look forward to making Bartlesville our home and becoming an active, supportive partner in this wonderful community.

Ken Taylor
CEO
Howard Companies
Ken Taylor

Agenda Item 15.
October 5, 2026
Prepared by Holly Mayhew, Senior Planner
Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Case No. PLAT-0726-0032 - Consider and take action on a request for final plat approval (PLAT-0726-0032), approximately 3.26 acres, zoned C-5/PUD, 2696 SE Washington Blvd located at the southeast corner of Washington Blvd and Southport Dr. from Keleher Architects on behalf of Patriot Property Group 4 LLC

Attachments:

- Final Plat
- Approved Preliminary Plat
- Preliminary Plat Staff Report to Planning Commission

II. STAFF COMMENTS AND ANALYSIS

PLAT-0726-0032 is a request for approval of a final plat containing 3.26 acres referred to as Patriot Addition. The Patriot Addition Final Plat follows the previously reviewed and conditionally approved Preliminary Plat for the 3.26-acre site located at 2696 SE Washington Boulevard. The plat establishes the property as one lot, Lot 1, Block 1, consistent with the recorded lot line adjustment.

Staff has reviewed the Final Plat for consistency with the approved Preliminary Plat and applicable subdivision regulations. Required plat corrections and outstanding items identified during the preliminary plat review have been addressed or incorporated into the final plat review process.

The Preliminary Plat staff report states that the site address was changed, per Fire Marshal to 2700 SE Washington Blvd. After further staff review, it was found that the address was not officially changed and shall remain as originally addressed; 2696 SE Washington Blvd.

Zoning:

The property is zoned C-5 (General Commercial), along with a PUD (Planned Unit Development). The lot complies with the minimum area requirements of the Zoning Regulations for this zoning district. The existing building, although not shown on the final plat, is also in compliance, per the approved Site Development Plan and PUD.

TABLE 5.2 – COMMERCIAL DISTRICT BULK REGULATIONS

Table 5.2 – Commercial District Bulk Regulations: No lot or yard shall be established in any Commercial district that does not meet the minimum requirements set forth in the following table. No building or structure shall be erected or enlarged in any residential district that does not meet the minimum requirements for such district as set forth in the following table.

ZONING DISTRICTS	LOT AREA, MINIMUM (Sq. Ft.)	LOT WIDTH AT FRONT BUILDING LINE (FEET)	MAXIMUM FLOOR AREA RATION AND/OR MAXIMUN GROSS FLOOR AREA FOR ANY BUILDING	REQUIRED YARDS, MINIMUM (FEET)			
				EXTERIOR 2/		INTERIOR	
				WHERE ABUTTIN AN ARTERIAL STREET	WHERE ABUTTING A NON-ARTERIAL STREET	WHERE ABUTTING PROPERTY IN A RESIDENTIAL DISTRICT	WHERE ABUTTING PROPERTY IN A NON-RESIDENTIAL DISTRICT
O Office 3/	7,000	70	0.25 10,00 sq. ft.	50	25	10	10
C-2 Neighborhood Shopping	5,000	50	0.25 20,000 sq. ft.	50	25	10	0
C-3 Major Shopping	5,000	50	0.25	50	25	40	0
C-4 Central Business 4/	5,000	50	10	0	0	40	0
C-5 General Commercial	5,000	50	0.5	50	25	40	0

Water/Sewer/Utilities:

The lot is currently served adequately with city water and sewer. Fire hydrant placements are within compliant distances.



Final Plat approval requests only go before the City Council and must match a Preliminary Plat approved by the Planning Commission. The proposed Final Plat attached herein does match the revised Preliminary Plat as conditionally approved by the Planning Commission in their regular meeting of August 25, 2026.

III. RECOMMENDED ACTION

Approve the Final Plat of Patriot Addition (Case No. PLAT-0726-0032).

GENERAL NOTES

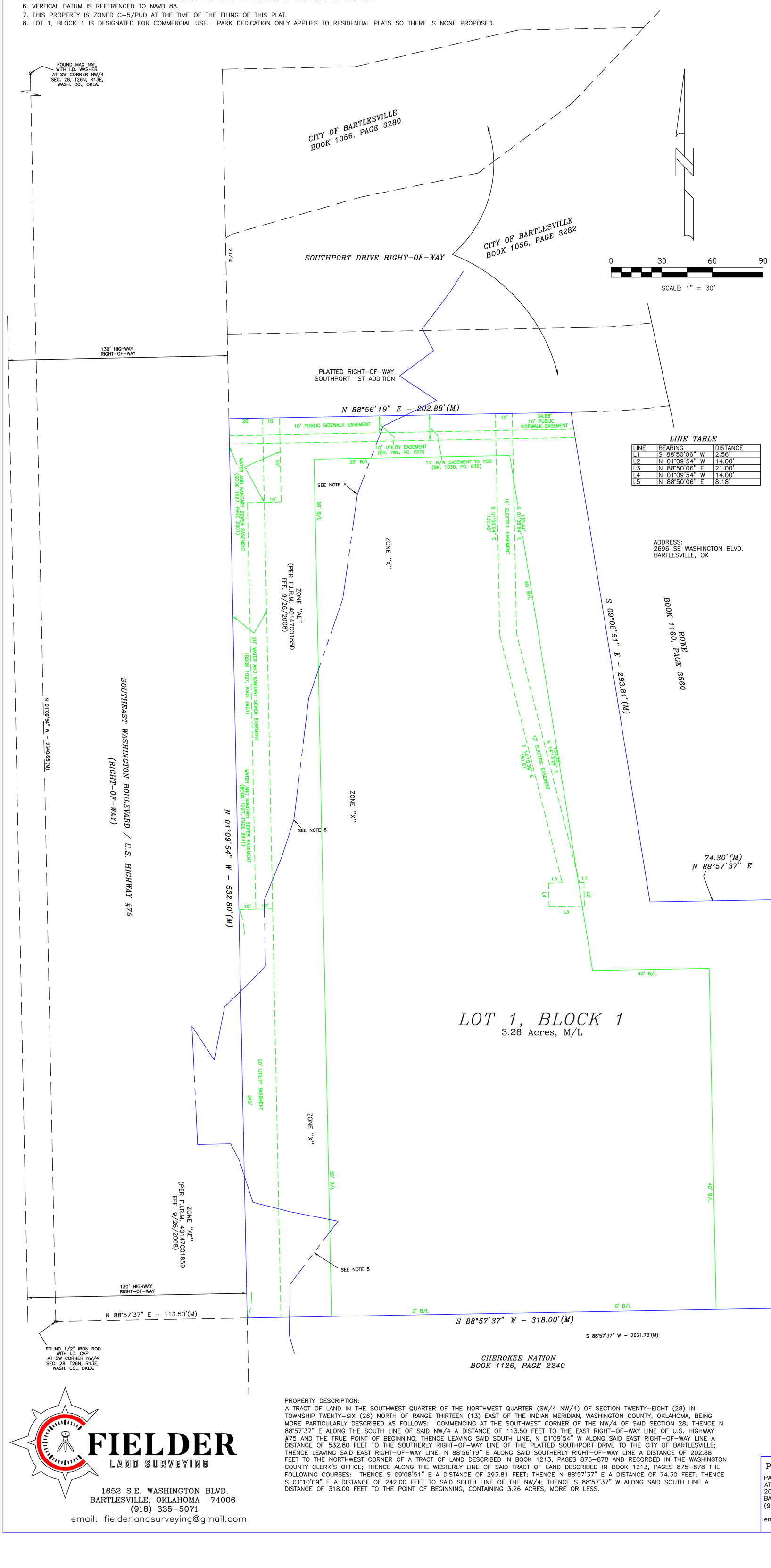
1. RESTRICTIVE AND PROTECTIVE COVENANTS INCLUDING ALL SETBACKS, BUILDING CODES AND RESTRICTIONS ARE THOSE IMPOSED AND REQUIRED BY THE CITY OF BARTLESVILLE. THE DEVELOPER SHALL NOT BE LIABLE FOR APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE BUILDING CODES OR RESTRICTIONS.
2. BEARING REFERENCE FOR THIS PLAT IS BASED ON OKLAHOMA STATE PLANE GRID, NAD 83, NORTH ZONE.
3. DEDICATION OF UTILITY EASEMENTS:

AREAS IDENTIFIED ON THIS PLAT AS "EASEMENT" OR "UTILITY EASEMENT" OR "U/E" ARE HEREBY GRANTED TO AND RESERVED FOR USE BY THE CITY OF BARTLESVILLE, VARIOUS UTILITY COMPANIES AND PRIVATE CORPORATIONS FOR THE PROVISION OF WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, GAS, TELEPHONE, AND CABLE SERVICE TO THE STRUCTURES WITHIN THIS SUBDIVISION AS FOLLOWS:

1) THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, UPGRADE, OR REBUILD ANY AND ALL OVERHEAD OR UNDERGROUND UTILITIES;
2) THE RIGHT OF INGRESS AND EGRESS OVER AND ALL LOTS FROM SAID EASEMENTS INDICATED AS IS NECESSARY TO CONSTRUCT, OPERATE, MAINTAIN, REPLACE, UPGRADE, OR REBUILD SUCH FACILITIES;
3) THE RIGHT TO TRIM OR REMOVE ANY TREE NECESSARY TO MAINTAIN PROPER SERVICE;
4) THE RIGHT TO KEEP SAID EASEMENTS FREE OF ANY STRUCTURES OR OBSTACLES THAT THE CITY OF BARTLESVILLE OR THE COMPANY DEEMS A HAZARD TO THE UTILITY COMPANY;
5) THE RIGHT TO PROHIBIT ANY EXCAVATION WITHIN FIVE (5) FEET OF ANY UNDERGROUND UTILITY OR CHANGE OF GRADE THAT INTERFERES WITH OVERHEAD OR UNDERGROUND LINES.

OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE CITY OF BARTLESVILLE AND THE UTILITY COMPANIES. LOT OWNERS MAY USE AND ENJOY SAID LAND INCLUDED IN THE EASEMENTS SHOWN HEREON BY THE RIGHT HEREIN GRANTED TO THE CITY OF BARTLESVILLE AND THE COMPANIES, INCLUDING THE USE OF THE LAND FOR PLANTING, CULTIVATING, AND MAINTENANCE OF SHRUBBERY AND OTHER SMALL PLANTS AND PLANTINGS, CONSTRUCTION AND MAINTENANCE OF HARD SURFACED STREETS, SIDEWALKS, DRIVEWAYS, ROADS, PARKING LOTS OR AREA, OR OF PRIVATE OR PUBLIC FACILITIES AND DRAINS ON, ACROSS, OR THROUGH THE ABOVE DESCRIBED EASEMENT AREAS, BUT MAY NOT CONSTRUCT ANY BUILDINGS OR SIMILAR STRUCTURES UPON THE EASEMENT AREAS.

4. PROPERTY CORNERS SHALL BE MONUMENTED BY A 1/2" IRON ROD WITH AN I.D. CAP OR A MAG NAIL WITH AN I.D. WASHER UNLESS OTHERWISE NOTED ON PLAT.
5. AT THE TIME OF THE FILING OF THIS PLAT, THE HEREON DESCRIBED PROPERTY IS SHOWN ON F.I.R.M. NO. 40147C0185D, EFFECTIVE 9/26/2008 TO BE IN ZONES AE AND X. ZONE AE IS CONSIDERED A FLOOD HAZARD AREA. PLEASE REFER TO THE CITY OF BARTLESVILLE FLOOD PLAIN ADMINISTRATOR FOR SPECIFIC REQUIREMENTS FOR FLOOD PLAIN PROPERTIES. THE BASE FLOOD LINE PROVIDED BY F.E.M.A. IS DELINEATED ON THE PLAT. THE CALCULATED BASE FLOOD ELEVATION FOR THIS PROPERTY IS 694.0' AT THE TIME OF THE FILING OF THIS PLAT.
6. VERTICAL DATUM IS REFERENCED TO NAVD 88.
7. THIS PROPERTY IS ZONED C-5/PUD AT THE TIME OF THE FILING OF THIS PLAT.
8. LOT 1, BLOCK 1 IS DESIGNATED FOR COMMERCIAL USE. PARK DEDICATION ONLY APPLIES TO RESIDENTIAL PLATS SO THERE IS NONE PROPOSED.



LINE	BEARING	DISTANCE
L1	S 88°50'06" W	2.56'
L2	N 01°09'54" W	14.00'
L3	N 88°50'06" E	21.00'
L4	N 01°09'54" W	14.00'
L5	N 88°50'06" E	8.18'

PROPERTY DESCRIPTION:
A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-EIGHT (28) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SAID SECTION 28; THENCE N 88°57'37" E ALONG THE SOUTH LINE OF SAID NW/4 A DISTANCE OF 113.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #75 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, N 01°09'54" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 532.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PLATTED SOUTHPORT DRIVE TO THE CITY OF BARTLESVILLE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N 88°56'19" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 202.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 THE FOLLOWING COURSES: THENCE S 09°08'51" E A DISTANCE OF 293.81 FEET; THENCE N 88°57'37" E A DISTANCE OF 74.30 FEET; THENCE S 01°10'09" E A DISTANCE OF 242.00 FEET TO SAID SOUTH LINE OF THE NW/4; THENCE S 88°57'37" W ALONG SAID SOUTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.26 ACRES, MORE OR LESS.

THE FINAL PLAT OF "PATRIOT ADDITION"

AN ADDITION TO THE CITY OF BARTLESVILLE, BEING A PART OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA.

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:
THAT PATRIOT PROPERTY GROUP 4 LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AS OWNERS OF THE HEREON DESCRIBED REAL ESTATE:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-EIGHT (28) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SAID SECTION 28; THENCE N 88°57'37" E ALONG THE SOUTH LINE OF SAID NW/4 A DISTANCE OF 113.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #75 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, N 01°09'54" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 532.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PLATTED SOUTHPORT DRIVE TO THE CITY OF BARTLESVILLE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N 88°56'19" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 202.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 THE FOLLOWING COURSES: THENCE S 09°08'51" E A DISTANCE OF 293.81 FEET; THENCE N 88°57'37" E A DISTANCE OF 74.30 FEET; THENCE S 01°10'09" E A DISTANCE OF 242.00 FEET TO SAID SOUTH LINE OF THE NW/4; THENCE S 88°57'37" W ALONG SAID SOUTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.26 ACRES, MORE OR LESS.

DO HEREBY CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED INTO LOTS, BLOCKS, STREETS AND EASEMENTS ON SAID PLAT, WHICH PLAT IS HEREBY ADOPTED AS THE OFFICIAL PLAT OF THE ABOVE DESCRIBED LAND UNDER THE NAME OF "PATRIOT ADDITION" TO THE CITY BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, AND ALL STREETS, RIGHTS-OF-WAYS, AND PUBLIC LANDS AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL RIGHTS, EASEMENTS AND ENCUMBRANCES.

TATTON MANNING MANAGER

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 20__.

STATE OF OKLAHOMA)
S.S.
COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS____ DAY OF_____, 20__, APPEARED PERSONALLY _____, TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

SURVEYOR'S CERTIFICATE:

I, JAMES CLAYTON FIELDER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA AND AT THE INSISTENCE OF THE OWNER MADE THE HEREON-DESCRIBED SURVEY AND THAT THIS PLAT OF "PATRIOT ADDITION" IS A TRUE AND ACCURATE REPRESENTATION OF THE LOTS, BLOCKS AND STREETS AS SURVEYED BY ME.

DATED THIS _____ DAY OF _____,20__.

JAMES CLAYTON FIELDER, OK PLS #1674

STATE OF OKLAHOMA)
S.S.
COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS___ DAY OF_____20___, APPEARED PERSONALLY_____ TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

COUNTY TREASURER'S CERTIFICATE:

I,_____, TREASURER OF WASHINGTON COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT ALL TAXES ARE PAID ON THE LAND DESCRIBED ON THE PLAT OF "PATRIOT ADDITION" TO BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, IN FULL FOR 20 AND ALL PREVIOUS YEARS, IN WITNESS WHEREOF,I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS_____DAY OF_____, 20___.

MELISSA THORNBRUGH
COUNTY TREASURER
WASHINGTON COUNTY, OK

CERTIFICATE OF CITY COUNCIL:

THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA DOES HEREBY APPROVE THE PLAT OF "PATRIOT ADDITION" AND ACCEPTS ALL PUBLIC EASEMENTS, WAYS AND LANDS CONTAINED THEREON THIS _____ DAY OF_____, 20___.

JIM CURD
MAYOR

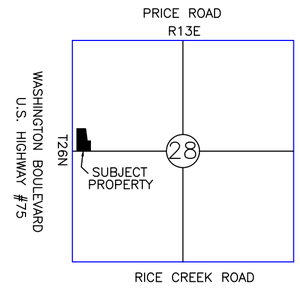
JASON MUNINGER
CITY CLERK

CERTIFICATE OF CITY PLANNING COMMISSION:

THE PLAT OF "PATRIOT ADDITION" TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA HAS BEEN FOUND TO COMPLY WITH THE CITY OF BARTLESVILLE SUBDIVISION REGULATIONS, WITH THE PROVISIONS AS SET OUT ON THIS PLAT AND THAT THIS PLAT WAS SUBMITTED TO AND APPROVED BY THE CITY PLANNING COMMISSION ON THIS_____DAY OF _____ 20___, AND IS NOW ELIGIBLE FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

ANDY DOSSETT
CHAIRMAN

LARRY R. CURTIS
SECRETARY



VICINITY MAP
NO SCALE

FIELDER
LAND SURVEYING
1652 S.E. WASHINGTON BLVD.
BARTLESVILLE, OKLAHOMA 74006
(918) 335-5071
email: fielderlandsurveying@gmail.com

PREPARED FOR:
PATRIOT PROPERTY GROUP 4 LLC
ATTN: MR. TATTON MANNING
2001 SE WASHINGTON BLVD.
BARTLESVILLE, OK 74006
(918)641-4454
email: tmanning@gopatriot.com

SCALE: 1" = 30'

DATE: SEPTEMBER 3, 2026

OK C.A. NO. 8833 EXP. 6/30/28

SHEET 1 OF 1

GENERAL NOTES

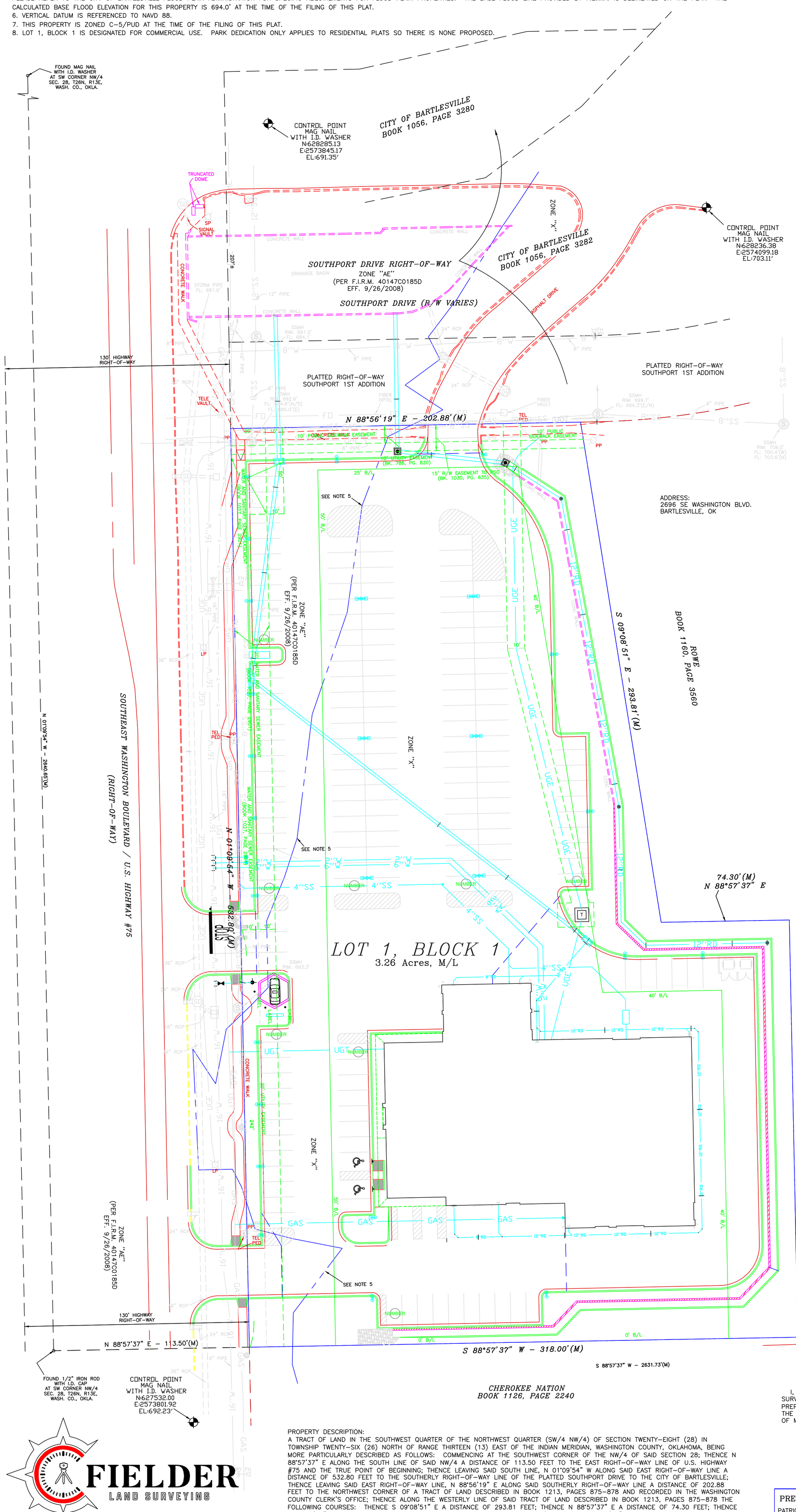
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THE PRELIMINARY PLAT OF "PATRIOT ADDITION"

AN ADDITION TO THE CITY OF BARTLESVILLE, BEING A PART OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA.

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:
THAT PATRIOT PROPERTY GROUP 4 LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AS OWNERS OF THE HEREON DESCRIBED REAL ESTATE:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-EIGHT (28) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SAID SECTION 28; THENCE N 88°57'37" E ALONG THE SOUTH LINE OF SAID NW/4 A DISTANCE OF 113.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #75 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, N 01°09'54" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 532.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PLATTED SOUTHPORT DRIVE TO THE CITY OF BARTLESVILLE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N 88°56'19" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 202.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 THE FOLLOWING COURSES: THENCE S 09°08'51" E A DISTANCE OF 293.81 FEET; THENCE N 88°57'37" E A DISTANCE OF 74.30 FEET; THENCE S 01°10'09" E A DISTANCE OF 242.00 FEET TO SAID SOUTH LINE OF THE NW/4; THENCE S 88°57'37" W ALONG SAID SOUTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.26 ACRES, MORE OR LESS.

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_____
TATTON MANNING MANAGER

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 20__.

STATE OF OKLAHOMA)
S.S.
COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS_____ DAY OF_____, 20__, APPEARED PERSONALLY _____, TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I, JAMES CLAYTON FIELDER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA AND AT THE INSISTENCE OF THE OWNER MADE THE HEREON-DESCRIBED SURVEY AND THAT THIS PLAT OF "PATRIOT ADDITION" IS A TRUE AND ACCURATE REPRESENTATION OF THE LOTS, BLOCKS AND STREETS AS SURVEYED BY ME.

DATED THIS _____ DAY OF _____,20__.

_____
JAMES CLAYTON FIELDER, OK PLS #1674

STATE OF OKLAHOMA)
S.S.
COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS___DAY OF_____,20__, APPEARED PERSONALLY_____ TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE:

I,_____, TREASURER OF WASHINGTON COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT ALL TAXES ARE PAID ON THE LAND DESCRIBED ON THE PLAT OF "PATRIOT ADDITION" TO BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, IN FULL FOR 20 AND ALL PREVIOUS YEARS, IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS_____DAY OF_____, 20___.

_____
MELISSA THORNBRUGH
COUNTY TREASURER
WASHINGTON COUNTY, OK

CERTIFICATE OF CITY COUNCIL:

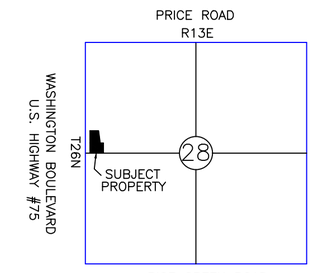
THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA DOES HEREBY APPROVE THE PLAT OF "PATRIOT ADDITION" AND ACCEPTS ALL PUBLIC EASEMENTS, WAYS AND LANDS CONTAINED THEREON THIS _____ DAY OF_____, 20___.

_____ _____
JIM CURD JASON MUNINGER
MAYOR CITY CLERK

CERTIFICATE OF CITY PLANNING COMMISSION:

THE PLAT OF "PATRIOT ADDITION" TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA HAS BEEN FOUND TO COMPLY WITH THE CITY OF BARTLESVILLE SUBDIVISION REGULATIONS, WITH THE PROVISIONS AS SET OUT ON THIS PLAT AND THAT THIS PLAT WAS SUBMITTED TO AND APPROVED BY THE CITY PLANNING COMMISSION ON THIS_____DAY OF _____ 20___, AND IS NOW ELIGIBLE FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

_____ _____
ANDY DOSSETT LARRY R. CURTIS
CHAIRMAN SECRETARY



VICINITY MAP
NO SCALE

I, JAMES C. FIELDER, LICENSED PROFESSIONAL LAND SURVEYOR NO. 1674 IN THE STATE OF OKLAHOMA, HAVE PREPARED THIS PRELIMINARY PLAT OF "PATRIOT ADDITION" AND THE INFORMATION SHOWN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 3RD DAY OF SEPTEMBER ,20 26.



PROPERTY DESCRIPTION:
A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-EIGHT (28) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SAID SECTION 28; THENCE N 88°57'37" E ALONG THE SOUTH LINE OF SAID NW/4 A DISTANCE OF 113.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #75 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, N 01°09'54" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 532.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PLATTED SOUTHPORT DRIVE TO THE CITY OF BARTLESVILLE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N 88°56'19" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 202.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 THE FOLLOWING COURSES: THENCE S 09°08'51" E A DISTANCE OF 293.81 FEET; THENCE N 88°57'37" E A DISTANCE OF 74.30 FEET; THENCE S 01°10'09" E A DISTANCE OF 242.00 FEET TO SAID SOUTH LINE OF THE NW/4; THENCE S 88°57'37" W ALONG SAID SOUTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.26 ACRES, MORE OR LESS.

FIELDER
LAND SURVEYING
1652 S.E. WASHINGTON BLVD.
BARTLESVILLE, OKLAHOMA 74006
(918) 335-5071
email: fielderlandsurveying@gmail.com

PREPARED FOR:	SCALE: 1" = 30'	SHEET 1 OF 1
PATRIOT PROPERTY GROUP 4 LLC ATTN: MR. TATTON MANNING 2001 SE WASHINGTON BLVD. BARTLESVILLE, OK 74006 (918)641-4454 email: tmanning@gopatriot.com	DATE: SEPTEMBER 3, 2026	
	OK C.A. NO. 8833 EXP. 6/30/28	

COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

TO: Bartlesville City Planning Commission

FROM: Holly Mayhew, Senior Planner

DATE: August 25, 2026

CASE NO. PLAT-0726-0031

Subject: Consider and take action on a request for preliminary plat approval (PLAT-0726-0031), approximately 3.26 acres, zoned C-5/PUD, 2700 SE Washington Blvd located at the southeast corner of Washington Blvd and Southport Dr. from Keleher Architects on behalf of Patriot Property Group 4 LLC

GENERAL INFORMATION:

Item	Detail
Case Number	PLAT-0726-0031
Applicant / Subdivider	Patriot Property Group 4, LLC, an Oklahoma limited liability company (Tatton Manning, Manager). Subdivider not separately identified.
Requested Action	Approval of Preliminary Plat
Project / Subdivision Name	Patriot Addition
Location	East side of Southeast Washington Boulevard / U.S. Highway 75, south of Southport Drive
Address	**2700 SE Washington Blvd.** — a single address assigned to the site by the Fire Marshal. The plat face still carries the superseded addresses 2696, 2710 and 2882.
Legal Description	A tract in the SW/4 NW/4 of Section 28, T-26-N, R-13-E, Indian Meridian, Washington County, Oklahoma
Area	3.26 acres, more or less (staff recomputation: 3.2574 ac / 141,892 sf)
Proposed Configuration	**One (1) lot — to be labeled Lot 1, Block 1.** The four former lots were combined under lot line adjustment case no. **LLA-1124-0068**; the plat face still shows the obsolete Tract "A"–"D" labels, which must be removed.
Zoning District	**Not shown on the plat** — must be added, with the required yard lines for the lot (see Item 21)
Overlays	**None.** Planning staff confirm the property is **not** within the HY75-O Highway 75 Overlay (August 18, 2026). Downtown design review and the National Zinc Overlay do not apply at this location.
Floodplain Status	Note 5: Zones AE **and** X per FIRM Panel No. 40147C0185D, effective 9/26/2008. Zone AE limits and base flood elevation are **not delineated** on the plat.
Water Provider	Not stated. Existing 8" water main shown crossing the tract.
Sewer Provider	Not stated. Existing 8" and 4" sanitary sewer shown crossing the tract.

Fire Protection	Not stated. Existing hydrant shown near the Southport Drive frontage.
Surveyor	James Clayton Fielder, Oklahoma P.L.S. #1674 — Fielder Land Surveying, 1652 S.E. Washington Blvd., Bartlesville, OK 74006 (OK C.A. No. 8833, exp. 6/30/28)
Drawing Data	Scale 1" = 30"; Sheet 1 of 1; dated July 18, 2026 (transmitted July 21, 2026)
Prior Agency Comments	**City Engineering (Terry):** applicant to replace a section of the City's water line prior to final plat approval, per the approved building plans — **this work has been completed and the item is closed. Electric:** the northeast electric easement is to be removed from the plat, with follow-up to PSO.

OVERVIEW:

Patriot Property Group 4, LLC requests approval of a preliminary plat of a 3.26-acre tract in the SW/4 NW/4 of Section 28, T-26-N, R-13-E, to be platted as **a single lot**. The site fronts Southeast Washington Boulevard / U.S. Highway 75 on the west and the platted Southport Drive right-of-way (Southport 1st Addition) on the north; it adjoins property of Cherokee Nation (Bk. 1126, Pg. 2240) on the south and Rowe (Bk. 1160, Pg. 3560) on the east, and excepts an interior tract described in Bk. 1213, Pgs. 875–878 at the northeast. The property is developed with an existing commercial building, parking field and internal drives, and is addressed by the Fire Marshal as 2700 SE Washington Blvd.

The plat is not a division of land. The four parcels labeled on the face as Tract "A" through Tract "D" were combined into one lot at the building permit stage under lot line adjustment case no. LLA-1124-0068. Those labels — and the three superseded addresses that accompany them — are legacy annotation that must be removed and replaced with a single **Lot 1, Block 1** designation carrying the address 2700 SE Washington Blvd.

Classification (§2-101): A single lot fronting existing streets, with no new street, no apparent extension of municipal facilities and no new public improvement, is a **minor subdivision** — track Preliminary Plat → Final Plat, no Sketch Plan required. One qualifier remains: the Owner's Certificate dedicates streets and rights-of-way to public use while General Notes 6 and 7 declare all streets, sidewalks and drainage private. If any public improvement is in fact proposed, the application becomes a major subdivision and a Sketch Plan under §2-202 is a prerequisite. The applicant must resolve this on the face of the plat.

Overlays: Confirmed **not** in HY75-O. The Site Development Plan requirement (§7.10.4), the joint-access and driveway provisions (§7.10.3(I)) and the 3-story / 45-foot height cap (§7.10.3(B)) do not apply. Staff recommends the determination be noted on the plat face so the record is unambiguous. Base-district driveway and access standards under Chapter 17, and ODOT permitting for any new or modified access to U.S. Highway 75, are unaffected by this determination.

Floodplain: Note 5 places the property in Zones AE **and** X. Zone AE is a Special Flood Hazard Area with a published base flood elevation. Neither the Zone AE boundary nor the base flood elevation appears on the plat. This remains a substantive deficiency under §7-600(5) and §2-303(4), and is unaffected by the single-lot configuration.

Plat Review Committee and agency comments: City Engineering (Terry) required the applicant to replace a section of the City's water line prior to final plat approval, in accordance with the approved building plans; **that work has been completed and staff carries the item as satisfied.** The northeast 10-foot underground electric easement (Book 1028, Page 3617) is to be removed from the plat, with follow-up to Public Service Company of Oklahoma to confirm the release or relocation. The Certificate of City Planning Commission signature block names the wrong Chairman and must be corrected to **Andy Dossett**.

Overall character of the submittal: The document is a survey and construction drawing carrying a very high density of topographic, utility and grading annotation, with four obsolete tract labels superimposed. The exterior boundary is well surveyed and fully dimensioned. What the sheet lacks is the platting content that identifies the lot: a Lot and Block designation, the lot area, the use, the zoning district and its yard lines, the flood hazard limits, and executed and sealed certificates.

PRELIMINARY PLAT REVIEW COMPLIANCE:

A. Format and Application Package

#	Checklist Item		Status	Comments
F1	Prepared by licensed Oklahoma Land Surveyor (§2-302)		⚠	James Clayton Fielder, OK P.L.S. #1674, is named and the firm's C.A. No. 8833 is shown. The Surveyor's Certificate is **undated, unsigned and unsealed** — no professional seal appears anywhere on the sheet.
F2	Scale not more than 1" = 100' (§2-302)		✅	Stated scale 1" = 30", with a graphic bar scale. Complies.
F3	Sheets numbered in sequence; reproducible medium (§2-302)		⚠	"Sheet 1 of 1" is shown. Confirm a reproducible mylar or vellum has been filed.
F4	Application in duplicate on Planning Commission forms (§2-301(1))		✅	**The preliminary plat application is on file in the Planning Commission folder** (Planning staff, 8/18/2026).
F5	Min. 10 copies of plat + min. 3 sets of construction plans, one reproducible (§2-301(2),(3))		⚠	Plat copies are on file. **Construction plans were not submitted.** Because the site is one existing developed lot with no new street and no new public improvement proposed, staff recommends the **City Engineer issue a written determination as to which, if any, of the §2-303 sheets are required** rather than treating the application as incomplete. See Section C.
F6	Application fee paid (§2-301(4), §2-106)		✅	**Fee paid July 21, 2026** (Planning staff, 8/18/2026).
F7	Filed ≥ 30 days before the next regular Planning Commission meeting (§2-301(1))		✅	Application submitted **July 21, 2026**; Planning Commission meeting **August 25, 2026** — 35 days. **The filing met the 30-day deadline.**

B. Preliminary Plat Face — Required Content (§2-302)

#	Checklist Item	Status	Comments
1	Location relative to surrounding property/streets; names of all adjoining owners of record; adjoining street names (§2-302(1))	⚠	Adjoining streets are named and a vicinity map is provided. Adjoining owners are shown to the south (Cherokee Nation, Bk. 1126 Pg. 2240) and east (Rowe, Bk. 1160 Pg. 3560), and the north is labeled "Platted Right-of-Way, Southport 1st Addition." **The excepted interior tract at the northeast (Bk. 1213, Pgs. 875–878) is identified only by book and page — no owner of record is named.** Add that name.
2	All boundary lines located and dimensioned in feet and hundredths (§2-302(2))	✅	All seven perimeter courses are recited with bearings to the second and distances to 0.01 ft. **Staff independently recomputed the traverse: closure error 0.003 ft over a 1,663.79 ft perimeter (precision 1:575,000), computed area 141,892 sf = 3.2574 acres, agreeing with the stated 3.26 acres.**

#	Checklist Item	Status	Comments
3	Existing streets, easements, water bodies, streams, and other pertinent features (§2-302(3))	⚠	Existing conditions are shown in unusual depth — water, sanitary sewer, storm sewer, gas, electric, telephone, fiber, walls, walks, buildings, parking and a drainage basin — and existing easements are referenced by instrument. No streams or water bodies occur within the tract. The density of this annotation remains the sheet's principal legibility problem (Item 25).
4	Location and width of all existing and proposed streets, easements, alleys, public ways, proposed rights-of-way, **and building setback lines** (§2-302(4))	✗	Two failures remain: (a) **no building setback / yard line is shown for the lot** — General Note 1 defers setbacks to the City, which does not satisfy the requirement; and (b) street rights-of-way are **not dimensioned** — Southport Drive is labeled only "(R/W VARIES)" and the U.S. 75 right-of-way width is not given.
5	Locations and dimensions of all proposed or existing lots (§2-302(5))	✓	With the site platted as a single lot, the lot boundary **is** the exterior boundary, which is fully dimensioned with bearings and distances and closes to 0.003 ft. Add the computed lot area (3.2574 ac / 141,892 sf) to the lot label so the figure appears with the Lot and Block designation.
6	Property set aside for park/playground or other public or private reservation, with purpose and conditions (§2-302(6))	⚠	Nothing is shown and no statement appears. §5-600 park dedication applies only to residential plats, so "None proposed" is the expected answer — the plat should say so affirmatively.
7	Name and address of owner(s), of subdivider if different, and name of land surveyor (§2-302(7))	⚠	Owner is named but **no owner address is given**; the subdivider is not separately identified. The surveyor's name, firm, full address, telephone and e-mail are shown.
8	Date, section location map, true north point, scale, subdivision name (§2-302(8))	✓	Date July 18, 2026; vicinity map keyed to Section 28; north arrow; written and graphic scale; subdivision name in the title block.
9	Data sufficient to determine location, bearing and length of all lines; location of proposed monuments (§2-302(9))	⚠	Boundary geometry is fully supported — recited courses plus three control-point mag nails with NAD 83 State Plane N/E and elevations. The prior criticism of undimensioned interior lines is withdrawn; there are no interior lot lines. **Monumentation is addressed only by General Note 4 in general terms**; no monument symbols or legend appear on the face and no monument is shown at any lot corner.
10	Location and description of all section corners and permanent survey monuments; subdivision referenced to at least one (§2-302(10))	⚠	The description commences at the Southwest corner of the NW/4 of Section 28 and the south line of the NW/4 is shown as S 88°57'37" W – 2631.73' (M), so the plat is properly referenced. **The corner monument itself is not described** (found or set, type, condition).
11	Names of subdivision and all new streets as approved by the Planning Commission (§2-302(11))	⚠	"Patriot Addition" is used. No new streets are proposed. Name approval and a duplicate-name check against Washington County records remain with the Planning Commission and the County Clerk.

#	Checklist Item	Status	Comments
12	Indication of the use of each lot, and all non-residential uses proposed (§2-302(12))	❌	**No use is stated.** The use must be stated for the lot.
13	Blocks consecutively numbered or lettered (§2-302(13))	❌	**No block is designated anywhere on the plat.** Add **Block 1**.
14	Lots consecutively numbered; outlots lettered (§2-302(14))	❌	The sheet carries four obsolete labels, "Tract A" through "Tract D," from the pre-consolidation configuration. **Delete them and label the single lot as LOT 1, BLOCK 1.**
15	Each sheet bears the engineer's seal and signature; cover bears owner/subdivider endorsement (§2-305)	❌	**No engineer's or surveyor's seal or signature appears.** The Surveyor's Certificate, Owner's Certificate and all notary blocks are blank and unexecuted.

C. Construction Plans (§2-303)

No construction plans were filed. With the corrected understanding that the site is one existing developed lot with **no new street, no extension of municipal facilities and no new public improvement proposed**, most of the §2-303 content has no subject matter. Staff's position is that the **City Engineer should issue a written determination of which sheets are required**, rather than the Commission requiring a package that does not apply. The grading and flood hazard content is the exception and is required regardless, because the property lies partly in Zone AE.

#	Sheet	Status	Comments
C1	Cover sheet (§2-303(1))	⚠️	Not submitted. Content is substantially duplicated by the plat face. City Engineer to confirm whether required.
C2	Drainage plan (§2-303(2))	⚠️	Not submitted. No new impervious area is proposed. City Engineer to confirm whether required; see Item 20.
C3	Development plan (§2-303(3))	⚠️	Not submitted. Existing utilities, contours at 1-ft intervals, walks and pavement are shown on the plat sheet. **No benchmark or vertical datum is stated** (Item 29), and zoning conformance is not addressed (Item 21).
C4	Grading plan — minimum finished floor elevation per lot in a flood hazard area; flood hazard limits and 100-year flood elevation with source (§2-303(4))	❌	**Required regardless of the construction-plan determination.** The property is stated to lie partly in Zone AE, yet neither the Zone AE limit line, the base flood elevation, nor a minimum finished floor elevation appears. A single existing "FF 96.00" is annotated at the building.
C5	Environmental control (§2-303(5))	⚠️	Not submitted. No earth change proposed. City Engineer to confirm whether required.
C6	Plan and profile (§2-303(6))	⚠️	Not submitted. No new public main or street proposed. City Engineer to confirm whether required.
C7	Detail sheets (§2-303(7))	⚠️	Not submitted. City Engineer to confirm whether required.

D. Design-Standard Cross-Checks (Section 5) and Stormwater (Section 7)

#	Checklist Item	Status	Comments
16	Every lot shall abut an approved street (§5-503)	✅	The single lot fronts both Southeast Washington Boulevard / U.S. Highway 75 and the platted Southport Drive right-of-way. **The prior landlocked-parcel finding is withdrawn** — the parcels were combined under case no. LLA-1124-0068 and there is no interior lot.
17	No lot to derive access exclusively from a primary or secondary arterial; combined access drive may be required (§5-508)	✅	Not applicable as a subdivision design issue. There is one lot with existing access, and it fronts Southport Drive as well as U.S. 75. **The prior cross-access and shared-parking easement finding is withdrawn.** The site is not in HY75-O, so §7.10.3(I) does not apply. Chapter 17 driveway standards and ODOT permitting still govern any new or modified access to U.S. 75.
18	Excessive variance in width-to-depth ratio avoided; 1:1 to 2.5:1 normally appropriate (§5-502)	✅	For the single lot, approximately 532.80 ft of frontage against 318.00 ft of depth — a ratio of about **1.68 : 1**, within the range §5-502 considers appropriate.
19	Easements for utility service; existing public mains within recorded easements (§5-301, §5-302, §7-701)	⚠️	The prior inter-lot easement finding is withdrawn; there are no new lot lines. Existing 8" water and 8"/4" sanitary sewer mains cross the site under instruments of record. **Confirm the recorded easements cover the mains as built**, including the replaced section of City water line (Item 32), and that the lot has service connections to all available public utilities.
20	Detention required for all non-residential development of 2 acres or more; floodplain areas and detention pond locations to be identified at the preliminary plat stage (§7-600(1), §7-600(5))	⚠️	The site is 3.26 acres, but it is **fully developed with no new impervious area proposed**, which is the circumstance the §7-600 thresholds were written to capture. **Obtain a written determination from the City Engineer** as to whether detention applies. Regardless of that determination, **floodplain areas must be identified on the preliminary plat** under §7-600(5) — see Item C4.
21	Zoning district shown and dimensional conformance demonstrated (§2-303(3); Zoning Regs. Table 5.2 / 6.3; §5-500)	❌	**No zoning district is stated anywhere on the plat.** Add the base district and **draw the required yard lines for the lot**. Lot area (3.26 ac) and frontage (532.80 ft) exceed the minimum area and width of every commercial district in Table 5.2, so the dimensional check is expected to pass once the district is shown; the yard lines are the operative item.
22	Overlay districts identified (HY75-O §7.10; Downtown; National Zinc, Appendix C)	✅	**Planning staff confirm the property is NOT within the HY75-O Highway 75 Overlay** (8/18/2026). Downtown design review and the National Zinc Overlay do not apply at this location. Staff recommends noting the determination on the plat face.
23	Sidewalks to serve each lot within the city limits, except RA and RE zones (§5-900(1), §6-202); Chapter 17 sidewalk standards	⚠️	An existing concrete walk runs the Southeast Washington Blvd. frontage. **General Note 6 declares all sidewalks private**, which is in tension with §5-900 and with Chapter 17 standards for walks in public right-of-way. City Engineering to confirm what portion lies within the right-of-way.

#	Checklist Item	Status	Comments
24	Block length and width; cul-de-sac limits (§5-401, §5-402, §5-117)	✅	Not applicable — no new street, single block. A Block designation is still required under §2-302(13) (Item 13).

E. Internal Consistency, Certificates and Legibility

#	Checklist Item	Status	Comments
25	Plat legible and separable from the survey base drawing (§2-302 generally)	❌	The plat is drawn over a complete topographic and construction survey — spot elevations, grade breaks, slope callouts, station lines, utility runs and building interiors are all live on the sheet, along with four obsolete tract labels. **Staff recommends a clean plat sheet carrying only boundary, the Lot 1 / Block 1 designation with area and use, easements, yard lines, streets and certificates.**
26	Dedication language consistent with the General Notes	❌	**Direct internal conflict.** The Owner's Certificate states that "all streets, rights-of-ways, and public lands as shown on said plat are hereby dedicated to public use," while General Note 6 declares all streets and sidewalks private and General Note 7 declares the same for storm water drainage. One must be corrected. The answer also confirms the classification under §2-101.
27	Certificates appropriate to the application stage (§2-404(15) vs. §2-302)	⚠️	The sheet carries the County Treasurer's Certificate, the Certificate of City Planning Commission and the Certificate of City Council — these are **final plat** certificates. The Planning Commission block further recites that the plat "is now eligible for recording in the office of the County Clerk," which is not correct for a preliminary plat. Retaining the blocks for later use is acceptable; the recording language should be removed or the sheet clearly annotated as preliminary.
28	Addressing consistent and City-assigned	❌	**The Fire Marshal has addressed this site as 2700 SE Washington Blvd. — a single address for the single lot.** The plat face still shows 2696, 2700, 2710 and 2882 SE Washington Blvd. against the four obsolete tract labels. Delete 2696, 2710 and 2882 and show 2700 SE Washington Blvd. only.
29	Vertical datum and benchmark stated	⚠️	General Note 2 gives the horizontal reference (Oklahoma State Plane Grid, NAD 83, North Zone) but **no vertical datum or benchmark is stated**, and spot elevations are annotated truncated (e.g., 95.62 for 695.62) while contours are labeled in full (692–722). State the vertical datum and tie it to the FIRM datum so the Zone AE base flood elevation can be compared to existing grades.
30	Adjacency to Cherokee Nation property	⚠️	The plat identifies Cherokee Nation (Bk. 1126, Pg. 2240) as the adjoining owner along the entire south line. Staff flags this for notice and coordination consistent with City practice for tribal trust or restricted land; the significance is a legal determination outside this review.

#	Checklist Item	Status	Comments
31	Planning Commission signature block names the wrong Chairman (§2-404(15))	❌	The Certificate of City Planning Commission is pre-printed with **"JOHN J. KANE — CHAIRMAN."** The signature line must read **ANDY DOSSETT, CHAIRMAN**. Correct on the plat face before the certificate is executed. The Secretary line (Larry R. Curtis) should be confirmed at the same time.

F. Plat Review Committee and Agency Comments

#	Checklist Item	Status	Comments
32	City water line replacement — City Engineering	✅	City Engineering (Terry) required the applicant to replace a section of the City's water line prior to final plat approval, in accordance with the approved building plans. **The applicant has completed this work; staff carries the item as satisfied and no condition is attached.** Retained in this report for the record.
33	Northeast electric easement to be removed; PSO coordination (§2-302(4); §5-301)	❌	The plat shows a **10-foot underground electric easement, Book 1028, Page 3617**, running north-south in the northeast portion of the tract, adjacent to the 15-foot right-of-way easement to PSO. This easement is to be **removed from the plat**. Staff to follow up with **Public Service Company of Oklahoma** to confirm the easement is released or relocated, and to confirm that removal does not leave the lot without electric service. Do not remove the easement from the drawing until PSO's written confirmation is in the file.
34	Prior lot consolidation — case no. LLA-1124-0068	✅	The four former lots were **combined into one lot** by lot line adjustment at the building permit stage. The consolidation is of record and is the controlling configuration for this plat. The plat face does not yet reflect it; see Items 13, 14 and 28.

STAFF FINDINGS:

In accordance with the Zoning Regulations, a public notice sign was placed on the site at least 7 days prior to the Planning Commission meeting. The sign was placed on the property on August 12, 2026.

Staff finds the application **largely compliant in substance** with the Bartlesville Subdivision Regulations, with a defined set of plat-face corrections outstanding. Of 48 items reviewed:

- ✅ **14 items are compliant**, including the complete application package (form on file, fee paid, timely filing), the boundary survey and its dimensioning, street frontage, the width-to-depth ratio, overlay status, the completed water line work, and the lot consolidation of record.
- ⚠️ **22 items are partially compliant or require confirmation**, principally: the surveyor's certificate is unsealed and unexecuted; the owner's address and the excepted tract's owner of record are missing; the section-corner monument and lot monumentation are not described; no vertical datum is stated; the final-plat certificate language is premature; sidewalk public/private status is unresolved; and the applicability of the §2-303 construction plans and of §7-600 detention both await a written determination from the City Engineer.
- ❌ **12 items are non-compliant**, all of them plat-face corrections:

- **No Lot and Block designation.** The sheet carries four obsolete "Tract A"–"D" labels from before the consolidation; it must read **Lot 1, Block 1** (§2-302(13), (14)).
- **No use stated** for the lot (§2-302(12)).
- **No zoning district shown and no yard lines drawn** (§2-303(3)(b), §2-302(4)).
- **No building setback lines; rights-of-way not dimensioned** (§2-302(4)).
- **Superseded addresses on the face** — the Fire Marshal's single address, 2700 SE Washington Blvd., must replace 2696, 2710 and 2882.
- **Zone AE flood hazard limits, base flood elevation and minimum finished floor elevation are not shown** (§2-303(4), §7-600(5)).
- **No seal or signature anywhere; all certificates blank** (§2-305).
- **Dedication language conflicts with General Notes 6 and 7.**
- **"Eligible for recording" language is premature** on a preliminary plat (§2-404(15)).
- **The Planning Commission signature block names the wrong Chairman** — it must read Andy Dossett.
- **The northeast electric easement (Bk. 1028, Pg. 3617) is to be removed**, subject to written confirmation from PSO.
- **Sheet legibility** — the plat is not separable from the underlying construction survey.

STAFF RECOMMENDATION:

Staff recommends **CONDITIONAL APPROVAL** of the Preliminary Plat for "Patriot Addition," subject to the conditions below being satisfied on a revised preliminary plat submitted to the Plat Review Committee prior to any final plat application.

The application package is complete, the property is a single existing lot of record requiring no new public improvement, the boundary survey is sound, and the overlay question is settled. What remains are plat-face corrections and two written determinations from the City Engineer — matters that are appropriately handled as conditions rather than by continuing the case.
Should the Planning Commission prefer the flood hazard delineation and the dedication conflict resolved before it acts, **Continuance** to the next regular meeting remains available.

CONDITIONS OF APPROVAL:

1. **Label the lot.** Delete the obsolete "Tract A" through "Tract D" labels and designate the single parcel as **LOT 1, BLOCK 1**, consistent with the consolidation recorded under lot line adjustment case no. LLA-1124-0068 (§2-302(13), (14)).
2. **Correct the addressing.** Show **2700 SE Washington Blvd.** as the sole address, as assigned by the Fire Marshal, and delete 2696, 2710 and 2882 SE Washington Blvd. from the face.
3. **State the use of the lot** per §2-302(12), and add an affirmative statement regarding park, playground or other reservations per §2-302(6) ("None proposed" is acceptable if accurate).
4. **Add the zoning district and draw the yard lines.** State the base zoning district on the plat face and draw the required front, rear and side yard / building setback lines for the lot (§2-302(4), §2-303(3)(b)).
5. **Note the overlay determination.** Add a note that the property is **not** within the HY75-O Highway 75 Overlay District, per the Planning Commission staff determination of August 18, 2026.
6. **Complete the lot and right-of-way dimensioning.** Show the computed lot area (3.2574 ac / 141,892 sf) with the Lot and Block designation, and replace "R/W VARIES" with dimensioned right-of-way widths for Southport Drive and U.S. Highway 75 along the plat frontage (§2-302(4), (5)).
7. **Delineate the floodplain.** Show the Zone AE boundary and the base flood elevation from FIRM Panel 40147C0185D with the source cited, and establish a minimum finished floor elevation for the lot within the flood hazard area (§2-303(4), §7-600(5)). State the vertical datum and benchmark, tied to the FIRM datum.

8. **Obtain a written detention determination.** Secure a written determination from the City Engineer as to whether §7-600 detention applies to a fully developed site with no new impervious area. If detention is required, show the pond location on the preliminary plat and submit calculations (§7-600(1), (4), (5)).
9. **Obtain a written construction-plan determination.** Secure a written determination from the City Engineer identifying which, if any, of the §2-303 construction plan sheets are required given that no new street, facility extension or public improvement is proposed, and file whatever is required (§2-301(3)).
10. **Resolve the dedication conflict.** Reconcile the Owner's Certificate — which dedicates all streets, rights-of-way and public lands to public use — with General Notes 6 and 7, which declare all streets, sidewalks and storm water facilities private. State clearly what is dedicated and what is private, and confirm the resulting classification under §2-101.
11. **Execute and seal the plat.** Affix the surveyor's seal and signature per §2-305. Add the owner's address and, if different, the subdivider's name and address (§2-302(7)); name the owner of record for the excepted tract described in Bk. 1213, Pgs. 875–878 (§2-302(1)); describe the Section 28 corner monument (§2-302(10)); and show the monuments set or found at the lot corners (§2-302(9)).
12. **Correct the certificate blocks.** Revise the Certificate of City Planning Commission signature line to read **ANDY DOSSETT, CHAIRMAN** and confirm the Secretary line before the certificate is executed. Remove the "eligible for recording" language, or annotate the sheet as preliminary, since §2-404(15) certificates belong on the final plat.
13. **Remove the northeast electric easement and coordinate with PSO.** Delete the 10-foot underground electric easement recorded in Book 1028, Page 3617 from the plat face. Obtain written confirmation from **Public Service Company of Oklahoma** that the easement is released or relocated, place it in the file before the revised plat is accepted, and verify that removal does not leave the lot without access to electric service (§2-302(4), §5-301). The adjacent 15-foot right-of-way easement to PSO is unaffected unless PSO advises otherwise.
14. **Confirm utility easement coverage.** Confirm that the existing recorded easements cover the 8" water and 8"/4" sanitary sewer mains as built, including the replaced section of City water line, and that the lot has service connections to all available public utilities (§5-301, §7-701).
15. **Confirm sidewalk status.** City Engineering to confirm what portion of the walk along Southeast Washington Blvd. lies within public right-of-way, and reconcile General Note 6 with §5-900(1) and Chapter 17 accordingly.
16. **Produce a legible plat sheet.** Redraw the plat with only the content §2-302 requires — boundary, the Lot 1 / Block 1 designation with area and use, easements, yard lines, streets, monuments and certificates — and move the topographic, grading and utility construction detail off the plat sheet.
17. **Coordinate the Cherokee Nation adjacency.** Provide notice and coordination consistent with City practice for the tribal adjoiner along the south line (Bk. 1126, Pg. 2240).

ATTACHMENTS: Aerial Image, Zoning, Public Utilities, Preliminary Plat with Staff Comments, Final Plat



Feet
0 100 200

Subject Tract

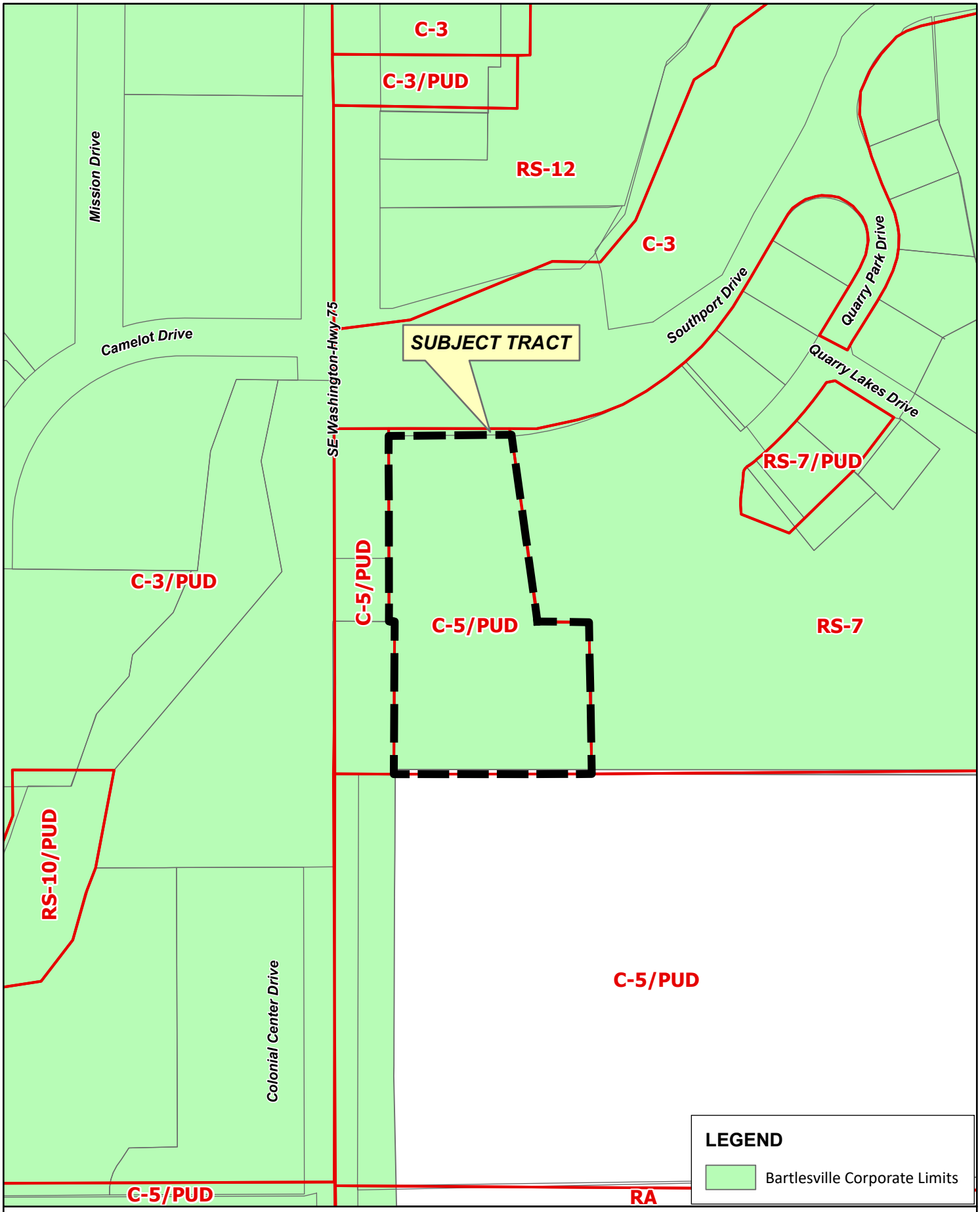
PLAT-0726-0031/32

26-13 28

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

Aerial Photo Date: 2025

N



PLAT-0726-0031/32

26-13 28

Utilities

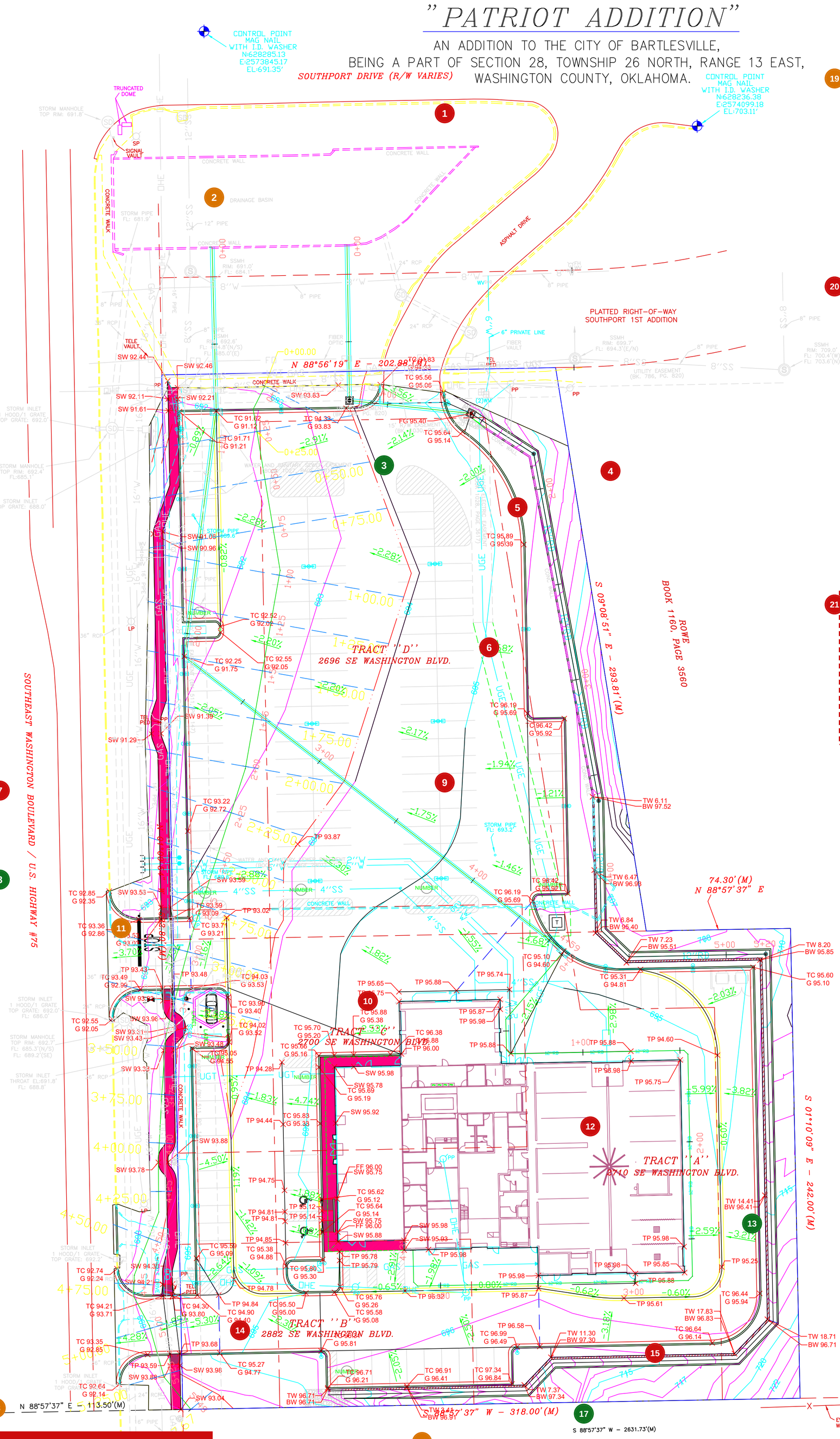

S10-176A
S10-176
S10-245
Southport Drive
S10-198
S10-199
S10-200
6" PRIVATE
SE Washington Blvd
S10-199A
12"
16"
8"

CITY OF BARTLESVILLE / PLANNING COMMISSION · STAFF REVIEW MARK-UP · NOT AN APPROVAL · NUMBERED FLAGS KEY TO THE COMMENT INDEX ON SHEET SR-2

THE PRELIMINARY PLAT OF

"PATRIOT ADDITION"

AN ADDITION TO THE CITY OF BARTLESVILLE,
BEING A PART OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 13 EAST,
WASHINGTON COUNTY, OKLAHOMA.



OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:
THAT PATRIOT PROPERTY GROUP 4 LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AS OWNERS OF THE HEREON DESCRIBED REAL ESTATE:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-EIGHT (28) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SAID SECTION 28; THENCE N 88°57'37" E ALONG THE SOUTH LINE OF SAID NW/4 A DISTANCE OF 113.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #75 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, N 01°09'54" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 532.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PLATTED SOUTHPORT DRIVE TO THE CITY OF BARTLESVILLE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N 88°56'19" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 202.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 THE FOLLOWING COURSES: THENCE S 09°08'51" E A DISTANCE OF 293.81 FEET; THENCE N 88°57'37" E A DISTANCE OF 74.30 FEET; THENCE S 01°10'09" E A DISTANCE OF 242.00 FEET TO SAID SOUTH LINE OF THE NW/4; THENCE S 88°57'37" W ALONG SAID SOUTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.26 ACRES, MORE OR LESS.

DO HEREBY CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED INTO LOTS, BLOCKS, STREETS AND EASEMENTS ON SAID PLAT, WHICH PLAT IS HEREBY ADOPTED AS THE OFFICIAL PLAT OF THE ABOVE DESCRIBED LAND UNDER THE NAME OF "PATRIOT ADDITION" TO THE CITY BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, AND ALL STREETS, RIGHTS-OF-WAYS, AND PUBLIC LANDS AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL RIGHTS, EASEMENTS AND ENCUMBRANCES.

_____
TATTON MANNING MANAGER

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 20__.

STATE OF OKLAHOMA)
S.S.
COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS_____ DAY OF_____, 20___, APPEARED PERSONALLY _____, TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I, JAMES CLAYTON FIELDER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA AND AT THE INSISTENCE OF THE OWNER MADE THE HEREON-DESCRIBED SURVEY AND THAT THIS PLAT OF "PATRIOT ADDITION" IS A TRUE AND ACCURATE REPRESENTATION OF THE LOTS, BLOCKS AND STREETS AS SURVEYED BY ME.

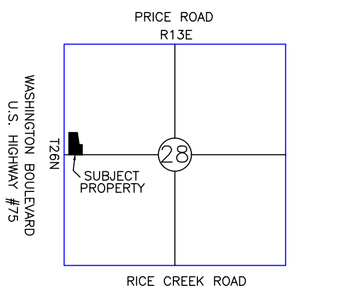
DATED THIS _____ DAY OF _____,20__.

_____
JAMES CLAYTON FIELDER, OK PLS #1674

STATE OF OKLAHOMA)
S.S.
COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS___DAY OF_____,20___, APPEARED PERSONALLY_____ TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC



VICINITY MAP
NO SCALE

STAFF REVIEW MARK-UP

City of Bartlesville / Planning Commission - Community Development

Application: Preliminary Plat, "PATRIOT ADDITION"

Applicant: Patriot Property Group 4, LLC

Plat date: July 18, 2026 Review date: August 18, 2026 (Rev. 2)

PC meeting: August 25, 2026

Rev. 2 incorporates H. Mayhew comments of 8/18/2026. THE SITE IS ONE LOT - the four former lots were combined under case no. LLA-1124-0068.

Classification: minor subdivision, one lot (Sub. Regs. 2-101), subject to flag 20 being resolved

STAFF RECOMMENDATION

CONDITIONAL APPROVAL

Application package complete - form on file, fee paid 7/21/2026, 30-day deadline met. Remaining items are plat-face corrections plus two written City Engineer determinations, appropriately handled as conditions.

CHECKLIST RESULT (48 items reviewed)

Non-compliant	12
Partial / confirm	22
Cannot determine	0
Compliant	14

LEGEND

- Non-compliant - correction required
- Partial compliance / confirmation required
- Verified compliant / item resolved

Numbered flags key to the Staff Review Comment Index on Sheet SR-2 and to the numbered items in the Staff Report dated August 18, 2026 (Rev. 2). Each flag is also a live PDF comment - open the Comments pane to read and reply. Staff-level review prepared with AI assistance; all findings must be verified by City staff and the City Engineer prior to action.

PROPERTY DESCRIPTION:
A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY-EIGHT (28) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SAID SECTION 28; THENCE N 88°57'37" E ALONG THE SOUTH LINE OF SAID NW/4 A DISTANCE OF 113.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #75 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, N 01°09'54" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 532.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PLATTED SOUTHPORT DRIVE TO THE CITY OF BARTLESVILLE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N 88°56'19" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 202.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875-878 THE FOLLOWING COURSES: THENCE S 09°08'51" E A DISTANCE OF 293.81 FEET; THENCE N 88°57'37" E A DISTANCE OF 74.30 FEET; THENCE S 01°10'09" E A DISTANCE OF 242.00 FEET TO SAID SOUTH LINE OF THE NW/4; THENCE S 88°57'37" W ALONG SAID SOUTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.26 ACRES, MORE OR LESS.

GENERAL NOTES

1. RESTRICTIVE AND PROTECTIVE COVENANTS INCLUDING ALL SETBACKS, BUILDING CODES AND RESTRICTIONS ARE THOSE IMPOSED AND REQUIRED BY THE CITY OF BARTLESVILLE. THE DEVELOPER SHALL NOT BE LIABLE FOR APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE BUILDING CODES OR RESTRICTIONS.
2. BEARING REFERENCE FOR THIS PLAT IS BASED ON OKLAHOMA STATE PLANE GRID, NAD 83, NORTH ZONE.
3. DEDICATION OF UTILITY EASEMENTS:

AREAS IDENTIFIED ON THIS PLAT AS "EASEMENT" OR "UTILITY EASEMENT" OR "U/E" ARE HEREBY GRANTED TO AND RESERVED FOR USE BY THE CITY OF BARTLESVILLE, VARIOUS UTILITY COMPANIES AND PRIVATE CORPORATIONS FOR THE PROVISION OF WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, GAS, TELEPHONE, AND CABLE SERVICE TO THE STRUCTURES WITHIN THIS SUBDIVISION AS FOLLOWS:

1) THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, UPGRADE, OR REBUILD ANY AND ALL OVERHEAD OR UNDERGROUND UTILITIES;
2) THE RIGHT OF INGRESS AND EGRESS OVER AND ALL LOTS FROM SAID EASEMENTS INDICATED AS IS NECESSARY TO CONSTRUCT, OPERATE, MAINTAIN, REPLACE, UPGRADE, OR REBUILD SUCH FACILITIES;
3) THE RIGHT TO TRIM OR REMOVE ANY TREE NECESSARY TO MAINTAIN PROPER SERVICE;
4) THE RIGHT TO KEEP SAID EASEMENTS FREE OF ANY STRUCTURES OR OBSTACLES THAT THE CITY OF BARTLESVILLE OR THE COMPANY DEEMS A HAZARD TO THE UTILITY COMPANY;
5) THE RIGHT TO PROHIBIT ANY EXCAVATION WITHIN FIVE (5) FEET OF ANY UNDERGROUND UTILITY OR CHANGE OF GRADE THAT INTERFERES WITH OVERHEAD OR UNDERGROUND LINES.

OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE CITY OF BARTLESVILLE AND THE UTILITY COMPANIES. LOT OWNERS MAY USE AND ENJOY SAID LAND INCLUDED IN THE EASEMENTS SHOWN HEREON BY THE RIGHT HEREIN GRANTED TO THE CITY OF BARTLESVILLE AND THE COMPANIES, INCLUDING THE USE OF THE LAND FOR PLANTING, CULTIVATING, AND MAINTENANCE OF SHRUBBERY AND OTHER SMALL PLANTS AND PLANTINGS, CONSTRUCTION AND MAINTENANCE OF HARD SURFACED STREETS, SIDEWALKS, DRIVEWAYS, ROADS, PARKING LOTS OR AREA, OR OF PRIVATE OR PUBLIC FACILITIES AND DRAINS ON, ACROSS, OR THROUGH THE ABOVE DESCRIBED EASEMENT AREAS, BUT MAY NOT CONSTRUCT ANY BUILDINGS OR SIMILAR STRUCTURES UPON THE EASEMENT AREAS.

4. PROPERTY CORNERS SHALL BE MONUMENTED BY A 1/2" IRON ROD WITH AN I.D. CAP OR A MAG NAIL WITH AN I.D. WASHER UNLESS OTHERWISE NOTED ON PLAT.
5. AT THE TIME OF THE FILING OF THIS PLAT, THE HEREON DESCRIBED PROPERTY IS SHOWN ON F.I.R.M. NO. 40147C0185D, EFFECTIVE 9/26/2008 TO BE IN ZONES AE AND X. ZONE AE IS CONSIDERED A FLOOD HAZARD AREA. PLEASE REFER TO THE CITY OF BARTLESVILLE FOR SPECIFIC REQUIREMENTS FOR FLOOD PLAIN PROPERTIES.
6. ALL STREETS AND SIDEWALKS WITHIN THE PLATTED AREA ARE PRIVATELY OWNED AND MAINTAINED.
7. THE STORM WATER DRAINAGE AND DRAINAGE FACILITIES WITHIN THE PLATTED AREA ARE PRIVATELY OWNED AND MAINTAINED.

COUNTY TREASURER'S CERTIFICATE:

I,_____, TREASURER OF WASHINGTON COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT ALL TAXES ARE PAID ON THE LAND DESCRIBED ON THE PLAT OF "PATRIOT ADDITION" TO BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, IN FULL FOR 20 AND ALL PREVIOUS YEARS, IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS_____DAY OF_____, 20___.

_____
MELISSA THORNBRUGH
COUNTY TREASURER
WASHINGTON COUNTY, OK

CERTIFICATE OF CITY PLANNING COMMISSION:

THE PLAT OF "PATRIOT ADDITION" TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA HAS BEEN FOUND TO COMPLY WITH THE CITY OF BARTLESVILLE SUBDIVISION REGULATIONS, WITH THE PROVISIONS AS SET OUT ON THIS PLAT AND THAT THIS PLAT WAS SUBMITTED TO AND APPROVED BY THE CITY PLANNING COMMISSION ON THIS DAY OF 20___, AND IS NOW ELIGIBLE FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

_____ _____
JOHN J. KANE LARRY R. CURTIS
CHAIRMAN SECRETARY

CERTIFICATE OF CITY COUNCIL:

THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA DOES HEREBY APPROVE THE PLAT OF "PATRIOT ADDITION" AND ACCEPTS ALL PUBLIC EASEMENTS, WAYS AND LANDS CONTAINED THEREON THIS _____ DAY OF_____, 20___.

_____ _____
JIM CURD JASON MUNINGER
MAYOR CITY CLERK

FIELDER
LAND SURVEYING
1652 S.E. WASHINGTON BLVD.
BARTLESVILLE, OKLAHOMA 74006
(918) 335-5071
email: fielderlandsurveying@gmail.com

PREPARED FOR:
PATRIOT PROPERTY GROUP 4 LLC

SCALE: 1" = 30'

DATE: JULY 18, 2026

OK C.A. NO. 8833 EXP. 6/30/28

SHEET 1 OF 1

STAFF REVIEW COMMENT INDEX - PRELIMINARY PLAT OF "PATRIOT ADDITION"

City of Bartlesville Planning Commission Review date: August 18, 2026 (Rev. 2) PC meeting: August 25, 2026 Sheet SR-2 of SR-2

1 Right-of-way width not dimensioned
Southport Drive is labelled only "(R/W VARIES)". Show the dimensioned right-of-way width along the entire plat frontage. Sub. Regs. 2-302(4).

2 Detention - City Engineer determination needed
The only basin annotated on the sheet lies outside the plat boundary in the Southport Drive area. The site is 3.26 acres, but it is fully developed with NO NEW IMPERVIOUS AREA proposed. Obtain a written determination from the City Engineer as to whether the 2-acre non-residential detention threshold applies. Floodplain areas must be identified on the preliminary plat regardless - see flag 15. Sub. Regs. 7-600(1), (5).

3 RESOLVED - City water line replacement
City Engineering (Terry) required the applicant to replace a section of the City's water line prior to final plat approval, in accordance with the approved building plans. THE APPLICANT HAS COMPLETED THIS WORK. Staff carries the item as satisfied and attaches no condition to it; it is recorded here so the file shows the requirement was raised and met.

4 Adjoining owner of record not named
The excepted tract described in Book 1213, Pages 875-878 is identified by instrument only. The name of the adjoining owner of record must be shown. Sub. Regs. 2-302(1).

5 REMOVE NE ELECTRIC EASEMENT - PSO follow-up
The 10-foot underground electric easement recorded in Book 1028, Page 3617, running north-south through the northeast portion of the tract, is TO BE REMOVED from the plat. Obtain written confirmation from Public Service Company of Oklahoma that the easement is released or relocated and place it in the file before the revised plat is accepted, and verify that removal leaves the lot with access to electric service. The adjacent 15-foot right-of-way easement to PSO is unaffected unless PSO advises otherwise. Sub. Regs. 2-302(4), 5-301.

6 DELETE obsolete label - TRACT "D" / 2696
This label and the address 2696 SE Washington Blvd. are legacy annotation from before the lots were combined. The four former lots were consolidated into ONE LOT under lot line adjustment case no. LLA-1124-0068. Delete this label and the address. Sub. Regs. 2-302(13), (14).

7 U.S. 75 right-of-way not dimensioned
The U.S. Highway 75 right-of-way width is not dimensioned along the plat frontage. Sub. Regs. 2-302(4). Chapter 17 driveway standards and ODOT permitting continue to govern any new or modified access to the highway.

8 NOT in the Highway 75 Overlay
Planning Commission staff confirm the property is NOT within the HY75-O Highway 75 Overlay District (determination of 8/18/2026). The Site Development Plan requirement (Zoning Regs. 7.10.4), the joint-access and driveway provisions (7.10.3(I)) and the 3-story / 45-foot height cap (7.10.3(B)) DO NOT APPLY. Downtown design review and the National Zinc Overlay do not apply at this location either. Note the determination on the plat face so the record is unambiguous.

9 No zoning district and no yard lines
NO ZONING DISTRICT is stated anywhere on the plat, and no front, rear or side building setback / yard line is drawn for the lot. General Note 1 defers setbacks to the City; that does not satisfy the requirement. Add the base district and draw the required yard lines for the lot. Lot area (3.26 ac) and frontage (532.80 ft) exceed the minimum area and width of every commercial district in Table 5.2, so the dimensional check is expected to pass once the district is shown. Sub. Regs. 2-302(4), 2-303(3)(b).

10 LABEL AS LOT 1, BLOCK 1 - address 2700
This is the platting label for the whole site. Delete the four "TRACT A" through "TRACT D" labels and designate the single parcel as LOT 1, BLOCK 1, carrying the computed area (3.2574 ac / 141,892 sf), the stated use, and the single address assigned by the Fire Marshal - 2700 SE WASHINGTON BLVD. The four former lots were combined under lot line adjustment case no. LLA-1124-0068. Sub. Regs. 2-302(5), (12), (13), (14).

11 Sidewalks - public or private?
An existing concrete walk runs the Southeast Washington Blvd. frontage. General Note 6 declares ALL sidewalks private, which is in tension with the requirement that sidewalks be installed to serve each lot and with Chapter 17 standards for walks in public right-of-way. City Engineering to confirm what lies within the right-of-way. Sub. Regs. 5-900(1), 6-202.

12 DELETE obsolete label - TRACT "A" / 2710
This label and the address 2710 SE Washington Blvd. are legacy annotation from before the lots were combined under case no. LLA-1124-0068. Delete both. See flag 10. Sub. Regs. 2-302(14).

13 ONE LOT OF RECORD - case no. LLA-1124-0068
THE APPLICANT IS NOT DIVIDING LAND. The four former lots were combined into a single lot at the building permit stage under lot line adjustment case no. LLA-1124-0068. The single lot fronts both Southeast Washington Boulevard / U.S. Highway 75 and the platted Southport Drive right-of-way, so it abuts an approved street (Sub. Regs. 5-503), and its proportions - about 532.80 ft of frontage against 318.00 ft of depth, roughly 1.68 : 1 - fall within the range 5-502 considers appropriate. The prior review findings of a landlocked easternmost parcel, of missing cross-access and shared-parking easements, and of missing inter-lot utility easements are WITHDRAWN.

14 DELETE obsolete label - TRACT "B" / 2882
This label and the address 2882 SE Washington Blvd. are legacy annotation from before the lots were combined under case no. LLA-1124-0068. The Fire Marshal has addressed the site as 2700 SE Washington Blvd. Delete this label and the address. See flag 10. Sub. Regs. 2-302(14).

15 Flood hazard area not delineated
General Note 5 places the property in Zones AE and X. Neither the Zone AE boundary, the base flood elevation, nor a minimum finished floor elevation appears on the sheet. This is required regardless of the single-lot configuration and regardless of the construction-plan determination. Delineate the zone, cite the source, and set a minimum finished floor elevation. Sub. Regs. 2-303(4), 7-600(5).

16 Tribal adjoiner - coordinate notice
Cherokee Nation (Bk. 1126, Pg. 2240) adjoins the entire south line. Flagged for notice and coordination consistent with City practice; the significance is a legal determination outside this review.

17 VERIFIED - boundary closes, acreage checks
Staff independently recomputed the recited traverse: closure error 0.003 ft over a 1,663.79 ft perimeter (precision 1:575,000), computed area 141,892 sf = 3.2574 acres against the stated 3.26 acres. With the site platted as a single lot, this exterior boundary IS the lot boundary and it is fully dimensioned. Add the computed area to the lot label. Sub. Regs. 2-302(2), (5).

18 Section corner monument not described
The plat is properly referenced to the Southwest corner of the NW/4 of Section 28, but the corner monument itself is not described (found or set, type, condition), and no monument is shown at any lot corner. Sub. Regs. 2-302(9), (10).

19 Owner address and subdivider missing
The owner is named but NO OWNER ADDRESS is given, and the subdivider is not separately identified. Sub. Regs. 2-302(7).

20 DEDICATION CONFLICTS WITH NOTES 6 AND 7
This certificate dedicates "all streets, rights-of-ways, and public lands ... to public use," while General Notes 6 and 7 declare all streets, sidewalks and storm water facilities PRIVATE. The two cannot both be true. The answer also confirms the classification under Sub. Regs. 2-101; if any public improvement is in fact proposed, a Sketch Plan under 2-202 becomes a prerequisite.

21 CERTIFICATE UNSIGNED, UNDATED, UNSEALED
The Surveyor's Certificate is blank and no professional seal appears anywhere on the sheet. Each sheet of the preliminary plat must bear the seal and signature of the preparer, and the cover must bear the owner/subdivider endorsement. Sub. Regs. 2-305.

22 Final-plat certificate
The County Treasurer's Certificate is a final plat requirement. Retaining the block is acceptable; it is not operative at the preliminary stage. Sub. Regs. 2-404(15).

23 "ELIGIBLE FOR RECORDING" is premature
This block recites that the plat "is now eligible for recording in the office of the County Clerk." That is a final plat certificate and is incorrect on a preliminary plat. Remove the recording language, or clearly annotate the sheet as preliminary. Sub. Regs. 2-404(15).

24 WRONG PLANNING COMMISSION CHAIRMAN
The Certificate of City Planning Commission is pre-printed with "JOHN J. KANE - CHAIRMAN." The signature line must read ANDY DOSSETT, CHAIRMAN. Correct the plat face before the certificate is executed, and confirm the Secretary line (Larry R. Curtis) at the same time. Sub. Regs. 2-404(15).

25 Final-plat certificate
The Certificate of City Council is a final plat requirement; retain for the final plat. Sub. Regs. 2-404(15).

26 NOTE 1 - setbacks cannot be deferred to a note
Restrictive covenants do not substitute for platted setbacks. Draw the required front, rear and side yard lines for the lot, for the applicable zoning district. See flag 9. Sub. Regs. 2-302(4).

27 NOTE 2 - no vertical datum or benchmark
The horizontal reference is given (Oklahoma State Plane Grid, NAD 83, North Zone) but no VERTICAL datum or benchmark is stated. Spot elevations are annotated truncated (e.g. "TC 95.62") while contours are labelled 692-722. State the vertical datum and tie it to the FIRM datum so the base flood elevation can be compared to existing grades. Sub. Regs. 2-303(3)(b).

28 NOTE 4 - monumentation generic
Monumentation is addressed only in general terms; no monument symbols or legend appear on the face, and no monument is shown at any lot corner. Sub. Regs. 2-302(9).

29 NOTE 5 - Zone AE stated but never shown
The note places the property in Zones AE and X per FIRM Panel 40147C0185D, effective 9/26/2008. Zone AE is a Special Flood Hazard Area with a published base flood elevation. Show the Zone AE limit line and the base flood elevation on the plat, cite the source, and establish a minimum finished floor elevation for the lot. See flag 15. Sub. Regs. 2-303(4), 7-600(5).

30 NOTES 6 AND 7 - conflict with the dedication
These notes declare all streets, sidewalks and storm water drainage facilities within the platted area PRIVATE, contradicting the Owner's Certificate, which dedicates all streets and rights-of-way to public use. Resolve on the face of the plat. See flag 20. Sub. Regs. 2-101.

31 Construction plans - City Engineer determination
No construction plans were filed. Because the site is one existing developed lot with no new street, no extension of municipal facilities and no new public improvement proposed, most of the 2-303 content has no subject matter. Obtain a written determination from the City Engineer identifying which, if any, of the seven sheets are required, and file whatever is required. The grading and flood hazard content is the exception and is required regardless - see flags 15 and 29. Sub. Regs. 2-301(3), 2-303, 2-303(4).

SUMMARY OF STAFF FINDINGS AND RECOMMENDATION

RECOMMENDATION

CONDITIONAL APPROVAL

The application package is complete - the preliminary plat application is on file in the Planning Commission folder, the fee was paid 21 July 2026, and the filing met the 30-day deadline for the 25 August 2026 meeting. The site is a single existing lot of record requiring no new public improvement, the boundary survey is sound, and the overlay question is settled. What remains are plat-face corrections and two written City Engineer determinations - matters appropriately handled as conditions rather than by continuing the case.

CHECKLIST RESULT - 48 ITEMS REVIEWED

Non-compliant	12
Partial / confirmation required	22
Cannot determine	0
Compliant	14

ITEMS FOR PROFESSIONAL JUDGEMENT

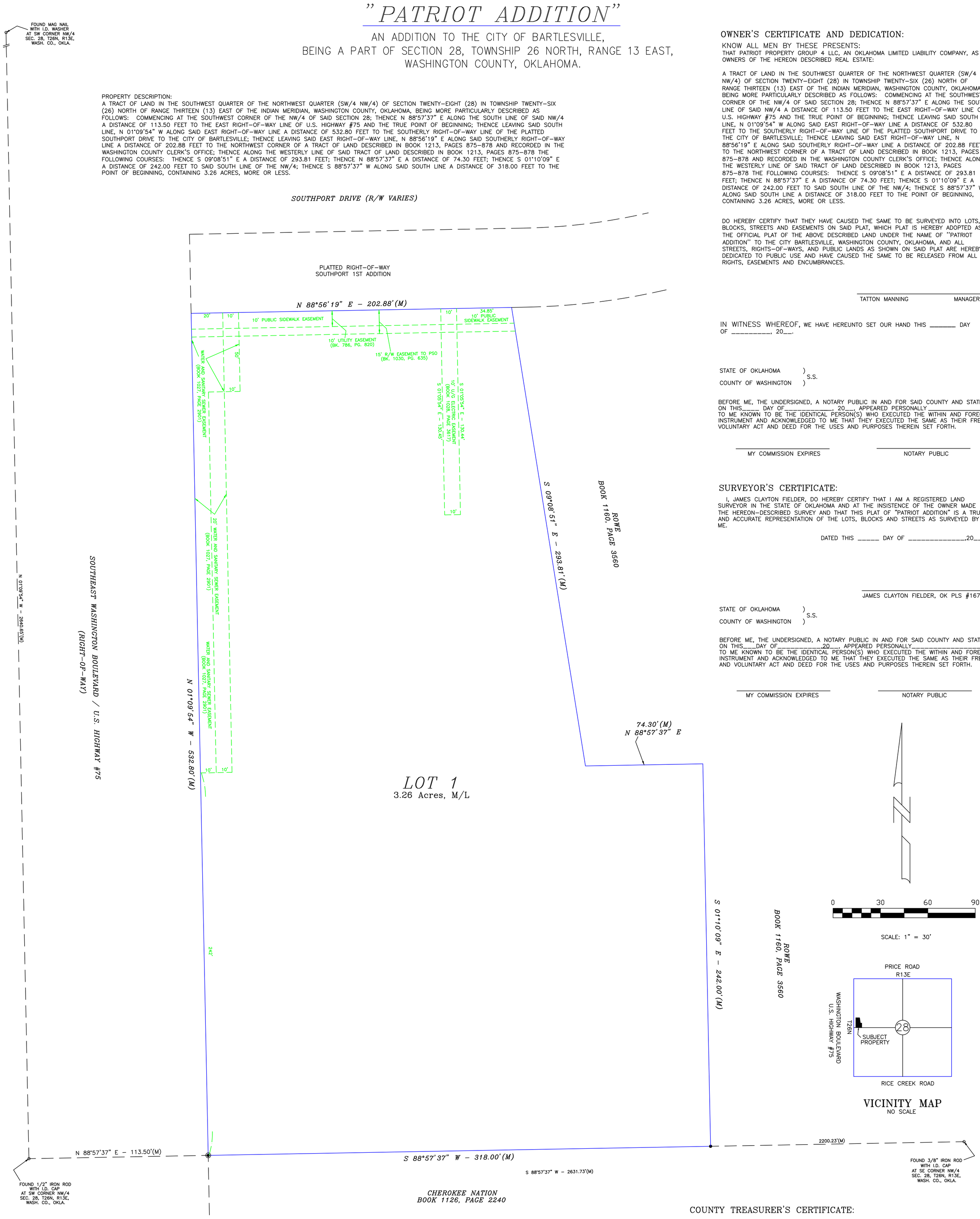
WITHDRAWN from the prior review - the site is ONE LOT (case no. LLA-1124-0068), so the landlocked-parcel, cross-access / shared-parking and inter-lot utility easement findings no longer apply, and the Highway 75 Overlay findings are withdrawn because the property is not in that district.
Flag 15 / 29 - Zone AE limits, base flood elevation and minimum finished floor elevation require the City Engineer and are needed regardless.
Flag 2 / 31 - detention applicability and construction-plan applicability each need a written City Engineer determination.
Flag 20 / 30 - the dedication conflict is a legal determination and confirms the classification under Sub. Regs. 2-101.
Flag 5 - do not delete the electric easement from the drawing until PSO has confirmed release or relocation in writing.

Staff-level review prepared with AI assistance. All findings must be verified by City of Bartlesville staff and the City Engineer prior to action. Determinations of overlay applicability, floodplain limits, detention sufficiency, access adequacy and the legal sufficiency of dedications and easements require licensed professional and legal judgment. Approval authority rests with the Planning Commission and the governing body.

THE FINAL PLAT OF
"PATRIOT ADDITION"

AN ADDITION TO THE CITY OF BARTLESVILLE, BEING A PART OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA.

PROPERTY DESCRIPTION:
A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY–EIGHT (28) IN TOWNSHIP TWENTY–SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SAID SECTION 28; THENCE N 88°57'37" E ALONG THE SOUTH LINE OF SAID NW/4 A DISTANCE OF 113.50 FEET TO THE EAST RIGHT–OF–WAY LINE OF U.S. HIGHWAY #75 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, N 01°09'54" W ALONG SAID EAST RIGHT–OF–WAY LINE A DISTANCE OF 532.80 FEET TO THE SOUTHERLY RIGHT–OF–WAY LINE OF THE PLATTED SOUTHPORT DRIVE TO THE CITY OF BARTLESVILLE; THENCE LEAVING SAID EAST RIGHT–OF–WAY LINE, N 88°56'19" E ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE A DISTANCE OF 202.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875–878 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875–878 THE FOLLOWING COURSES: THENCE S 09°08'51" E A DISTANCE OF 293.81 FEET; THENCE N 88°57'37" E A DISTANCE OF 74.30 FEET; THENCE S 01°10'09" E A DISTANCE OF 242.00 FEET TO SAID SOUTH LINE OF THE NW/4; THENCE S 88°57'37" W ALONG SAID SOUTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.26 ACRES, MORE OR LESS.



VICINITY MAP
NO SCALE

GENERAL NOTES

1. RESTRICTIVE AND PROTECTIVE COVENANTS INCLUDING ALL SETBACKS, BUILDING CODES AND RESTRICTIONS ARE THOSE IMPOSED AND REQUIRED BY THE CITY OF BARTLESVILLE. THE DEVELOPER SHALL NOT BE LIABLE FOR APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE BUILDING CODES OR RESTRICTIONS.
2. BEARING REFERENCE FOR THIS PLAT IS BASED ON OKLAHOMA STATE PLANE GRID, NAD 83, NORTH ZONE.
3. DEDICATION OF UTILITY EASEMENTS:
   AREAS IDENTIFIED ON THIS PLAT AS "EASEMENT" OR "UTILITY EASEMENT" OR "U/E" ARE HEREBY GRANTED TO AND RESERVED FOR USE BY THE CITY OF BARTLESVILLE, VARIOUS UTILITY COMPANIES AND PRIVATE CORPORATIONS FOR THE PROVISION OF WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, GAS, TELEPHONE, AND CABLE SERVICE TO THE STRUCTURES WITHIN THIS SUBDIVISION AS FOLLOWS:
   1) THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, UPGRADE, OR REBUILD ANY AND ALL OVERHEAD OR UNDERGROUND UTILITIES;
   2) THE RIGHT OF INGRESS AND EGRESS OVER AND ALL LOTS FROM SAID EASEMENTS INDICATED AS IS NECESSARY TO CONSTRUCT, OPERATE, MAINTAIN, REPLACE, UPGRADE, OR REBUILD SUCH FACILITIES;
   3) THE RIGHT TO TRIM OR REMOVE ANY TREE NECESSARY TO MAINTAIN PROPER SERVICE;
   4) THE RIGHT TO KEEP SAID EASEMENTS FREE OF ANY STRUCTURES OR OBSTACLES THAT THE CITY OF BARTLESVILLE OR THE COMPANY DEEMS A HAZARD TO THE UTILITY COMPANY;
   5) THE RIGHT TO PROHIBIT ANY EXCAVATION WITHIN FIVE (5) FEET OF ANY UNDERGROUND UTILITY OR CHANGE OF GRADE THAT INTERFERES WITH OVERHEAD OR UNDERGROUND LINES.
   OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE CITY OF BARTLESVILLE AND THE UTILITY COMPANIES. LOT OWNERS MAY USE AND ENJOY SAID LAND INCLUDED IN THE EASEMENTS SHOWN HEREON BY THE RIGHT HEREIN GRANTED TO THE CITY OF BARTLESVILLE AND THE COMPANIES, INCLUDING THE USE OF THE LAND FOR PLANTING, CULTIVATING, AND MAINTENANCE OF SHRUBBERY AND OTHER SMALL PLANTS AND PLANTINGS, CONSTRUCTION AND MAINTENANCE OF HARD SURFACED STREETS, SIDEWALKS, DRIVEWAYS, ROADS, PARKING LOTS OR AREA, OR OF PRIVATE OR PUBLIC FACILITIES AND DRAINS ON, ACROSS, OR THROUGH THE ABOVE DESCRIBED EASEMENT AREAS, BUT MAY NOT CONSTRUCT ANY BUILDINGS OR SIMILAR STRUCTURES UPON THE EASEMENT AREAS.
4. PROPERTY CORNERS SHALL BE MONUMENTED BY A 1/2" IRON ROD WITH AN I.D. CAP OR A MAG NAIL WITH AN I.D. WASHER UNLESS OTHERWISE NOTED ON PLAT.
5. AT THE TIME OF THE FILING OF THIS PLAT, THE HEREON DESCRIBED PROPERTY IS SHOWN ON F.I.R.M. NO. 40147C0185D, EFFECTIVE 9/26/2008 TO BE IN ZONES AE AND X. ZONE AE IS CONSIDERED A FLOOD HAZARD AREA. PLEASE REFER TO THE CITY OF BARTLESVILLE FOR SPECIFIC REQUIREMENTS FOR FLOOD PLAIN PROPERTIES.
6. ALL STREETS AND SIDEWALKS WITHIN THE PLATTED AREA ARE PRIVATELY OWNED AND MAINTAINED.
7. THE STORM WATER DRAINAGE AND DRAINAGE FACILITIES WITHIN THE PLATTED AREA ARE PRIVATELY OWNED AND MAINTAINED.

FIELDER
LAND SURVEYING
1652 S.E. WASHINGTON BLVD.
BARTLESVILLE, OKLAHOMA 74006
(918) 335–5071
email: fielderlandsurveying@gmail.com

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:
THAT PATRIOT PROPERTY GROUP 4 LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AS OWNERS OF THE HEREON DESCRIBED REAL ESTATE:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION TWENTY–EIGHT (28) IN TOWNSHIP TWENTY–SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SAID SECTION 28; THENCE N 88°57'37" E ALONG THE SOUTH LINE OF SAID NW/4 A DISTANCE OF 113.50 FEET TO THE EAST RIGHT–OF–WAY LINE OF U.S. HIGHWAY #75 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE, N 01°09'54" W ALONG SAID EAST RIGHT–OF–WAY LINE A DISTANCE OF 532.80 FEET TO THE SOUTHERLY RIGHT–OF–WAY LINE OF THE PLATTED SOUTHPORT DRIVE TO THE CITY OF BARTLESVILLE; THENCE LEAVING SAID EAST RIGHT–OF–WAY LINE, N 88°56'19" E ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE A DISTANCE OF 202.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875–878 AND RECORDED IN THE WASHINGTON COUNTY CLERK'S OFFICE; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1213, PAGES 875–878 THE FOLLOWING COURSES: THENCE S 09°08'51" E A DISTANCE OF 293.81 FEET; THENCE N 88°57'37" E A DISTANCE OF 74.30 FEET; THENCE S 01°10'09" E A DISTANCE OF 242.00 FEET TO SAID SOUTH LINE OF THE NW/4; THENCE S 88°57'37" W ALONG SAID SOUTH LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.26 ACRES, MORE OR LESS.

DO HEREBY CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED INTO LOTS, BLOCKS, STREETS AND EASEMENTS ON SAID PLAT, WHICH PLAT IS HEREBY ADOPTED AS THE OFFICIAL PLAT OF THE ABOVE DESCRIBED LAND UNDER THE NAME OF "PATRIOT ADDITION" TO THE CITY BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, AND ALL STREETS, RIGHTS–OF–WAYS, AND PUBLIC LANDS AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL RIGHTS, EASEMENTS AND ENCUMBRANCES.

_____
TATTON MANNING MANAGER

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 20__.

STATE OF OKLAHOMA)
S.S.
COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS_____ DAY OF_____, 20__, APPEARED PERSONALLY _____, TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I, JAMES CLAYTON FIELDER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA AND AT THE INSISTENCE OF THE OWNER MADE THE HEREON–DESCRIBED SURVEY AND THAT THIS PLAT OF "PATRIOT ADDITION" IS A TRUE AND ACCURATE REPRESENTATION OF THE LOTS, BLOCKS AND STREETS AS SURVEYED BY ME.

DATED THIS _____ DAY OF _____,20__.

_____
JAMES CLAYTON FIELDER, OK PLS #1674

STATE OF OKLAHOMA)
S.S.
COUNTY OF WASHINGTON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS____DAY OF_____,20__, APPEARED PERSONALLY_____ TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE:

I,_____, TREASURER OF WASHINGTON COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT ALL TAXES ARE PAID ON THE LAND DESCRIBED ON THE PLAT OF "PATRIOT ADDITION" TO BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, IN FULL FOR 20 AND ALL PREVIOUS YEARS, IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS_____DAY OF_____, 20___.

_____
MELISSA THORNBRUGH
COUNTY TREASURER
WASHINGTON COUNTY, OK

CERTIFICATE OF CITY PLANNING COMMISSION:

THE PLAT OF "PATRIOT ADDITION" TO THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA HAS BEEN FOUND TO COMPLY WITH THE CITY OF BARTLESVILLE SUBDIVISION REGULATIONS, WITH THE PROVISIONS AS SET OUT ON THIS PLAT AND THAT THIS PLAT WAS SUBMITTED TO AND APPROVED BY THE CITY PLANNING COMMISSION ON THIS_____DAY OF_____20___, AND IS NOW ELIGIBLE FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

_____ _____
JOHN J. KANE LARRY R. CURTIS
CHAIRMAN SECRETARY

CERTIFICATE OF CITY COUNCIL:

THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA DOES HEREBY APPROVE THE PLAT OF "PATRIOT ADDITION" AND ACCEPTS ALL PUBLIC EASEMENTS, WAYS AND LANDS CONTAINED THEREON THIS _____ DAY OF_____, 20___.

_____ _____
JIM CURD JASON MUNINGER
MAYOR CITY CLERK

PREPARED FOR: PATRIOT PROPERTY GROUP 4 LLC	SCALE: 1" = 30'	SHEET 1 OF 1
	DATE: JULY 18, 2026	
	OK C.A. NO. 8833 EXP. 6/30/28	

Agenda Item 16. .

October 5, 2026

Prepared by Councilman Tim Sherrick, Ward 1

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on a proposed amendment to Ordinance No. 3600, Chapter 15 of the Bartlesville Municipal Code, regarding the regulation of Automated License Plate Reader (ALPR) technology.

Attachments:

Attachments:

- Ordinance Amending Ordinance 3600 – Creating Section 7A Warrant Requirement
- Side-by-Side Comparison — Original vs. Amended Ordinance
- One-Page Summary of Proposed Warrant Requirement Amendment

II. COMMENTS AND ANALYSIS

Background

On April 7, 2025, the Bartlesville City Council adopted Ordinance No. 3600 by a vote of 3-2 (Yes: Kirkpatrick, Dorsey, Mayor Curd; No: Sherrick, East). The ordinance amended Chapter 15 — Police Department of the Bartlesville Municipal Code to establish a regulatory framework governing the use of Automated License Plate Reader (ALPR) camera systems, commonly known as "Flock" cameras, operated by or on behalf of the Bartlesville Police Department.

The existing regulatory framework established by Ordinance 3600 includes the following provisions:

- Permitted operational areas within city limits, with cameras deployed no more than 500 feet from the city boundary
- A cap of up to 20 cameras total, with 10 initially deployed
- Council notification and objection procedures for camera placement
- Monthly audit reports included in the consent docket

- Authorized user lists maintained with rank, title, and justification for each individual granted access to ALPR data
- A 30-day data retention limit with automatic deletion
- A prohibition on automatic data sharing with federal agencies or databases
- Any new system features, software updates, or hardware additions require prior City Council approval
- Misuse and disciplinary provisions for unauthorized use of ALPR data

Ordinance No. 3600 explicitly excluded ALPR devices used solely for parking time-violation enforcement from its regulatory scope.

During the deliberations preceding adoption of Ordinance 3600, concerns were raised regarding the preservation of Constitutional and Civil Rights while accessing ALPR data for investigative purposes. The dissenting votes reflected, in part, the position that the ordinance should include stronger provisions to provide additional safeguards for the privacy of Bartlesville residents.

The proposed amendment presented in this report offers the Council an approach to addressing these and related policy concerns.

Overview of Policy

This staff report presents an amendment for the Council's consideration.

Warrant Requirement for ALPR Data Access (Section 7A Addition): This amendment would add a new Section 7A to Ordinance No. 3600, requiring judicial authorization — in the form of a warrant, court order, or subpoena — before ALPR data may be accessed for investigative purposes, subject to narrowly defined exigent circumstances exceptions. This option preserves the existing ALPR regulatory framework while adding judicial oversight to the data access process.

Warrant Requirement for ALPR Data Access (Section 7A)

The proposed amendment adds a warrant requirement to ensure that ALPR data — which can reveal detailed patterns of movement, association, and daily activity — is accessed for investigative purposes only through established judicial channels. ALPR systems passively collect license plate data across multiple locations and over extended periods, creating a comprehensive record of vehicle movements. The warrant requirement ensures that access to this aggregated location data is consistent with Fourth

Amendment principles and subject to independent judicial review before being used in individual investigations.

The proposed Section 7A includes the following principal provisions:

- **Judicial Authorization Required:** A warrant, court order, or subpoena issued by a court of competent jurisdiction is required before any officer, employee, or agent of the City may query or access ALPR data for purposes of an individual investigation.
- **Exigent Circumstances Exception:** A narrowly defined exception permits access to ALPR data without prior judicial authorization only in the following circumstances:
    - A documented imminent threat to life;
    - An active Amber Alert or Silver Alert; or
    - A fleeing suspect in a violent felony.
- **Documentation Requirement:** All exigent-circumstances access must be documented within twenty-four (24) hours of the access event. Documentation shall include the identity of the officer accessing the data, the nature of the exigency, the specific data accessed, and the outcome or disposition of the access.
- **Council Notification:** The City Council shall be notified of all exigent-circumstances access within seventy-two (72) hours of the access event.
- **Annual Reporting:** An annual summary of all warrant-based and exigent-circumstances access shall be compiled and included within the existing monthly audit reporting framework established by Ordinance 3600.
- **Enforcement:** Violations of Section 7A shall be subject to administrative review, including the potential suspension or revocation of ALPR data access privileges for the offending individual.

Legal Framework

The proposed amendment is informed by the United States Supreme Court's decision in *Carpenter v. United States*, 585 U.S. 296 (2018). In *Carpenter*, the Court held that the government's acquisition of historical cell-site location information (CSLI) constitutes a search under the Fourth Amendment and, as such, generally requires a warrant supported by probable cause.

While *Carpenter* addressed cell-site location data specifically, the Court's reasoning centered on the privacy implications of aggregated location data that can reveal "the privacies of life" — including movements, associations, and patterns of behavior. The Court recognized that comprehensive location tracking "achieves near perfect surveillance, as if [the government] had attached an ankle monitor to the phone's user."

This reasoning is directly relevant to ALPR systems, which similarly track vehicle movements across time and space, generating an aggregated record of location data that can paint a detailed picture of an individual's daily life. Several states and municipalities across the country have adopted warrant requirements for ALPR data access consistent with the principles articulated in *Carpenter*, reflecting a growing recognition that judicial oversight is appropriate for this category of surveillance data.

Compatibility with Existing Framework

The proposed amendment is designed to integrate seamlessly with Ordinance 3600's existing regulatory provisions. Specifically, Section 7A:

- Does not alter the deployment authority for ALPR cameras or the process for installing or relocating equipment;
- Does not modify the authorized user list requirements, including the requirement that users be identified by rank, title, and justification;
- Does not change the thirty (30) day data retention period;
- Does not affect the prohibition on automatic data sharing with federal agencies or databases;
- Does not alter the requirement for City Council approval of new system features, software, or hardware; and
- Does not modify existing monthly audit and reporting obligations, but rather supplements them with annual warrant-access statistics.

In essence, the amendment adds a single additional safeguard — judicial authorization — to the data access process, without disturbing the balance of the existing regulatory framework.

Operational Impact

The warrant requirement applies only to investigative queries of stored ALPR data. It does not apply to the passive collection of license plate data by the cameras themselves, which would continue to operate as currently deployed. Law enforcement retains full ability to use ALPR technology as an investigative tool; the amendment ensures that accessing stored data for individual investigations follows the same judicial process that is routinely used for other search authorities, including search warrants for physical premises, electronic devices, and communications records.

The exigent circumstances exception is designed to preserve the ability of law enforcement to act immediately in life-threatening situations, active missing-persons alerts, and pursuit of violent felony suspects. The documentation and reporting requirements associated with exigent access ensure accountability and transparency without impeding the operational response.

Fiscal Impact

No direct fiscal impact is anticipated. The proposed amendment does not require additional equipment, personnel, or technology expenditures. Warrant applications are processed through existing judicial channels at no additional cost to the City. The documentation and reporting requirements can be incorporated into the existing monthly audit framework without the need for additional staff resources or software systems.

Summary

The Council has before it an approach to amending the City's ALPR regulatory framework. This option preserves the existing structure of Ordinance 3600 while adding a single, targeted safeguard — judicial authorization for investigative data access.

The Council may consider the following courses of action:

- **Adopt (Warrant Requirement).** The City Council may adopt the proposed amendment adding Section 7A — Warrant Requirement for ALPR Data Access — with all provisions as described above. This option preserves the existing ALPR regulatory framework while adding judicial oversight.

- **Adopt with Modifications.** The City Council may adopt the proposed amendment with modifications deemed appropriate by the Council, such as adjustments to exigent circumstances categories, reporting timelines, transition periods, or other provisions.
- **Take No Action.** The City Council may elect to take no action and maintain Ordinance No. 3600 in its current form.

III. RECOMMENDED ACTION

The City Council is asked to consider the proposed amendment to Ordinance No. 3600 as presented in this staff report and to take such action as the Council deems appropriate.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 15, ARTICLE III (AUTOMATED LICENSE PLATE READERS), OF THE BARTLESVILLE MUNICIPAL CODE; ADDING A WARRANT REQUIREMENT FOR ACCESS TO AUTOMATED LICENSE PLATE READER DATA; PROVIDING FOR DOCUMENTATION AND REPORTING OF EXIGENT USE; PROVIDING FOR CONFORMING AMENDMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Bartlesville adopted Ordinance No. 3600 on April 7, 2025, establishing regulations governing the deployment, use, and oversight of Automated License Plate Reader (ALPR) systems within the City; and

WHEREAS, Ordinance No. 3600 established important safeguards including monthly audit reports, authorized user lists with rank, title, and justification requirements, a prohibition on automatic federal data sharing, council approval for new system features, and a thirty (30) day data retention limit; and

WHEREAS, ALPR systems capture and store license plate data, vehicle images, and location information that, when aggregated over time, can reveal detailed patterns of an individual's movements, associations, and daily activities; and

WHEREAS, the United States Supreme Court in *Carpenter v. United States*, 585 U.S. 296 (2018), held that government access to historical location data constitutes a search within the meaning of the Fourth Amendment to the United States Constitution, recognizing the significant privacy interests implicated by aggregated location information; and

WHEREAS, the principles articulated in *Carpenter* apply with equal force to ALPR data, which functions as a comprehensive log of vehicle locations across time and geography; and

WHEREAS, Article II, Sections 7 and 30 of the Oklahoma Constitution provide protections against unreasonable searches and seizures and safeguard the rights of the people to be secure in their persons, houses, papers, and effects; and

WHEREAS, requiring judicial authorization before ALPR data is accessed for investigative purposes ensures that the constitutional rights of Bartlesville residents are protected while preserving the operational effectiveness of ALPR technology for law enforcement; and

WHEREAS, a narrowly defined exigent circumstances exception is necessary to permit immediate access to ALPR data in situations involving imminent threats to life, active Amber or Silver Alerts, or fleeing violent felony suspects, subject to prompt documentation and council notification; and

WHEREAS, the proposed amendment is designed to integrate with and strengthen the existing regulatory framework of Ordinance No. 3600 without altering deployment authority, authorized user requirements, data retention periods, federal data-sharing prohibitions, or audit and reporting obligations; and

WHEREAS, the City Council finds that adding a warrant requirement for ALPR data access serves the public interest by balancing effective law enforcement with the protection of civil liberties and constitutional rights.

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

Section 1. Findings.

The City Council hereby adopts the findings set forth in the recitals above and incorporates them herein by reference.

Section 2. Amendment Proposed.

The City Council hereby proposes to amend Ordinance No. 3600, Chapter 15 – Police Department of the Bartlesville Municipal Code, by adding a new Section 7A — Warrant Requirement for ALPR Data Access — to read as follows:

> **"Section 7A. Warrant Requirement for ALPR Data Access.**
>
> **(a) General Requirement.** No officer, employee, or agent of the City of Bartlesville shall query, access, or retrieve ALPR data for the purpose of an individual investigation without first obtaining a warrant, court order, or subpoena issued by a court of competent jurisdiction, except as provided in subsection (b) of this section.

(b) Exigent Circumstances Exception. An authorized user may access ALPR data without a warrant, court order, or subpoena only when:

(1) There is an imminent and documented threat to the life or physical safety of an individual;

(2) An active Amber Alert, Silver Alert, or similar missing-person emergency has been issued by a federal, state, or local authority; or

(3) A suspect in a violent felony is actively fleeing and ALPR data is reasonably necessary to locate the suspect and prevent further harm to the public.

(c) Documentation of Exigent Access. Any access to ALPR data under the exigent circumstances exception in subsection (b) shall be documented in writing within twenty-four (24) hours. The documentation shall include:

(1) The identity and rank of the officer or employee who accessed the data;

(2) The date and time of access;

(3) The nature of the exigency justifying warrantless access;

(4) A description of the ALPR data accessed; and

(5) The outcome or disposition of the matter.

(d) Reporting of Exigent Access. A copy of each exigent-use report prepared under subsection (c) shall be provided to the City Council within seventy-two (72) hours of the access.

(e) Annual Summary. The Chief of Police shall include in the audit reports required by Section 7 an annual summary of:

(1) The total number of warrant-based ALPR data requests;

(2) The total number of exigent-circumstances accesses;

(3) The disposition of each request or access; and

(4) Any recommended modifications to this section based on operational experience.

(f) Violations. Any access to ALPR data in violation of this section shall be subject to administrative review and may result in disciplinary action, including but not limited

to suspension or revocation of ALPR access privileges, in addition to any penalties under Section 8 of this Article."

Section 3. Conforming Amendments.

The City Clerk is hereby directed to update all cross-references, numbering, and formatting within Chapter 15 of the Bartlesville Municipal Code as necessary to incorporate Section 7A and maintain internal consistency.

Section 4. Existing Provisions Preserved.

Except as specifically amended by this Resolution, all provisions of Ordinance No. 3600 shall remain in full force and effect.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Resolution or the amendment proposed herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date.

This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED by the City Council of the City of Bartlesville, Oklahoma, this ____ day of _____, 2026.

Jim Curd, Mayor

City of Bartlesville, Oklahoma

ATTEST:

City Clerk

City of Bartlesville, Oklahoma

APPROVED AS TO FORM:

City Attorney

City of Bartlesville, Oklahoma

Side-by-Side Comparison Ordinance No. 3600 — Original vs. Proposed Amendment

Chapter 15 — Police Department, Bartlesville Municipal Code

Automated License Plate Reader (ALPR) Regulations

Introduction

This document presents a side-by-side comparison of the original Ordinance No. 3600, adopted by the Bartlesville City Council on April 7, 2025, and the proposed amended version. The original ordinance text appears in the **left column**; the proposed amended version appears in the **right column**. The sole substantive change is the insertion of a new **Section 7A — Warrant Requirement for ALPR Data Access**, which would be placed between existing Section 7 (Audit and Reporting) and Section 8 (Penalties and Enforcement). All other sections remain unchanged. The new Section 7A row is highlighted for ease of reference.

ORIGINAL — Ordinance No. 3600 (Adopted 4/7/2025)	PROPOSED AMENDED VERSION
Section 1. Purpose and Authority. The City Council of the City of Bartlesville hereby finds that it possesses the authority to regulate the use of Automated License Plate Reader (ALPR) technology within the city limits. The purpose of this ordinance is to establish policies and procedures governing the deployment, use, data retention, and oversight of ALPR systems operated by or on behalf of the City, in order to protect the privacy and civil liberties of residents while supporting effective law enforcement.	**Section 1. Purpose and Authority.** The City Council of the City of Bartlesville hereby finds that it possesses the authority to regulate the use of Automated License Plate Reader (ALPR) technology within the city limits. The purpose of this ordinance is to establish policies and procedures governing the deployment, use, data retention, and oversight of ALPR systems operated by or on behalf of the City, in order to protect the privacy and civil liberties of residents while supporting effective law enforcement.

ORIGINAL — Ordinance No. 3600 (Adopted 4/7/2025)	PROPOSED AMENDED VERSION
Section 2. Definitions. As used in this ordinance, the following terms shall have the meanings ascribed herein: (a) **"ALPR System"** means any device or system, including associated software, that uses automated technology to capture, read, and record license plate data from motor vehicles. (b) **"Authorized User"** means any sworn law enforcement officer or designated civilian analyst of the Bartlesville Police Department who has been granted access to ALPR data in accordance with this ordinance. (c) **"ALPR Data"** means any information captured, collected, or derived from an ALPR system, including but not limited to license plate numbers, images, date, time, and location of capture. (d) **"Data Retention Period"** means the maximum period of time during which ALPR data may be stored before it must be permanently purged. (e) **"Exigent Circumstances"** means situations in which there is an imminent threat to life, physical safety, or public safety that requires immediate action and precludes the timely obtaining of a warrant or court order.	**Section 2. Definitions.** As used in this ordinance, the following terms shall have the meanings ascribed herein: (a) **"ALPR System"** means any device or system, including associated software, that uses automated technology to capture, read, and record license plate data from motor vehicles. (b) **"Authorized User"** means any sworn law enforcement officer or designated civilian analyst of the Bartlesville Police Department who has been granted access to ALPR data in accordance with this ordinance. (c) **"ALPR Data"** means any information captured, collected, or derived from an ALPR system, including but not limited to license plate numbers, images, date, time, and location of capture. (d) **"Data Retention Period"** means the maximum period of time during which ALPR data may be stored before it must be permanently purged. (e) **"Exigent Circumstances"** means situations in which there is an imminent threat to life, physical safety, or public safety that requires immediate action and precludes the timely obtaining of a warrant or court order.
Section 3. Authorized Deployment. ALPR cameras shall be deployed only by or under contract with the Bartlesville Police Department. The specific locations for ALPR camera deployment shall be determined by the Chief of Police, in consideration of public safety needs and operational requirements.	**Section 3. Authorized Deployment.** ALPR cameras shall be deployed only by or under contract with the Bartlesville Police Department. The specific locations for ALPR camera deployment shall be determined by the Chief of Police, in consideration of public safety needs and operational requirements.
Section 4. Authorized Users. Access to ALPR data shall be limited to sworn officers and designated civilian analysts of the Bartlesville Police Department who have documented justification for such access. The Chief of Police shall maintain and regularly update a list of all authorized users. The list shall include each user's rank, title, and written justification for access to ALPR data.	**Section 4. Authorized Users.** Access to ALPR data shall be limited to sworn officers and designated civilian analysts of the Bartlesville Police Department who have documented justification for such access. The Chief of Police shall maintain and regularly update a list of all authorized users. The list shall include each user's rank, title, and written justification for access to ALPR data.
Section 5. Data Retention and Security. ALPR data shall be retained for no more than thirty (30) days from the date of capture, after which it shall be automatically and permanently purged from all systems. All ALPR data shall be stored in encrypted, access-	**Section 5. Data Retention and Security.** ALPR data shall be retained for no more than thirty (30) days from the date of capture, after which it shall be automatically and permanently purged from all systems. All ALPR data shall be stored in encrypted, access-

ORIGINAL — Ordinance No. 3600 (Adopted 4/7/2025)	PROPOSED AMENDED VERSION
controlled systems maintained by or on behalf of the Bartlesville Police Department. No ALPR data shall be sold, transferred, or otherwise provided to any commercial entity.	controlled systems maintained by or on behalf of the Bartlesville Police Department. No ALPR data shall be sold, transferred, or otherwise provided to any commercial entity.
Section 6. Prohibition on Automatic Federal Data Sharing. No automatic, bulk, or standing data-sharing arrangement shall be established between the City of Bartlesville or the Bartlesville Police Department and any federal agency with respect to ALPR data. Compliance with lawful federal requests for specific ALPR data shall be evaluated on a case-by-case basis in accordance with applicable law.	**Section 6. Prohibition on Automatic Federal Data Sharing.** No automatic, bulk, or standing data-sharing arrangement shall be established between the City of Bartlesville or the Bartlesville Police Department and any federal agency with respect to ALPR data. Compliance with lawful federal requests for specific ALPR data shall be evaluated on a case-by-case basis in accordance with applicable law.
Section 7. Audit and Reporting. A monthly audit report shall be submitted to the City Council as part of the consent docket. The audit report shall include, at a minimum: (a) Statistical data regarding ALPR system usage, including the number of queries, alerts, and investigative uses during the reporting period; (b) A summary of findings and outcomes resulting from ALPR data use; (c) A current list of all authorized users, including rank, title, and justification for access. No additional system features, software upgrades, or hardware installations related to the ALPR system shall be implemented without prior approval of the City Council.	**Section 7. Audit and Reporting.** A monthly audit report shall be submitted to the City Council as part of the consent docket. The audit report shall include, at a minimum: (a) Statistical data regarding ALPR system usage, including the number of queries, alerts, and investigative uses during the reporting period; (b) A summary of findings and outcomes resulting from ALPR data use; (c) A current list of all authorized users, including rank, title, and justification for access. No additional system features, software upgrades, or hardware installations related to the ALPR system shall be implemented without prior approval of the City Council.
[No corresponding section]	**Section 7A. Warrant Requirement for ALPR Data Access.** [NEW — PROPOSED] (a) No officer, employee, or agent of the City shall query, access, or retrieve ALPR data for the purpose of an individual investigation without first obtaining a warrant, court order, or subpoena issued by a court of competent jurisdiction, except as provided in subsection (b). (b) **Exigent Circumstances Exception.** An authorized user may access ALPR data without a warrant when: (1) There is an imminent threat to the life or physical safety of an individual; (2) An active Amber Alert, Silver Alert, or similar missing-person emergency has been issued by a federal, state, or local authority; or (3) A suspect in a violent felony is actively fleeing and ALPR data is necessary to locate the suspect and prevent further harm. (c) **Documentation.** Any access under the

ORIGINAL — Ordinance No. 3600 (Adopted 4/7/2025)	PROPOSED AMENDED VERSION
	exigent circumstances exception in subsection (b) shall be documented in writing within twenty-four (24) hours, including the identity of the officer, the nature of the exigency, the data accessed, and the outcome. A copy of each exigent-use report shall be provided to the City Council within seventy-two (72) hours. (d) **Annual Reporting.** The Chief of Police shall include in the monthly audit report required by Section 7 an annual summary of all warrant-based ALPR data requests, all exigent-circumstances accesses, and the disposition of each. (e) **Violations.** Any access to ALPR data in violation of this section shall be subject to administrative review and may result in disciplinary action, including but not limited to suspension of ALPR access privileges, in addition to any penalties under Section 8.
Section 8. Penalties and Enforcement. Any violation of this ordinance shall be subject to administrative review and disciplinary action in accordance with the City of Bartlesville personnel policies and applicable law.	**Section 8. Penalties and Enforcement.** Any violation of this ordinance shall be subject to administrative review and disciplinary action in accordance with the City of Bartlesville personnel policies and applicable law.
Section 9. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.	**Section 9. Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.
Section 10. Effective Date. This ordinance shall take effect upon final codification and publication as provided by law.	**Section 10. Effective Date.** This ordinance shall take effect upon final codification and publication as provided by law.

Key:

Highlighted row indicates new Section 7A — proposed amendment

Summary of Proposed Changes

The proposed amendment would insert a single new section — **Section 7A, Warrant Requirement for ALPR Data Access** — into Ordinance No. 3600. No existing sections are deleted, modified, or renumbered. The amendment establishes the following requirements:

- **Warrant Requirement:** ALPR data access for individual investigations requires a warrant, court order, or subpoena from a court of competent jurisdiction.
- **Exigent Circumstances Exception:** Narrowly defined exceptions for imminent threats to life, active Amber/Silver Alerts, and fleeing violent felony suspects.
- **Documentation:** Mandatory written documentation within 24 hours for any exigent-circumstances access, with copies provided to the City Council within 72 hours.
- **Annual Reporting:** An annual summary of all warrant-based requests and exigent accesses integrated into the existing monthly audit framework under Section 7.
- **Enforcement:** Violations subject to administrative review, potential suspension of ALPR access privileges, and any additional penalties under Section 8.

Prepared by Councilman Tim Sherrick, Ward 1 — City of Bartlesville

Proposed Amendment to Ordinance No. 3600

Section 7A — Warrant Requirement for ALPR Data Access

PURPOSE

This amendment adds a judicial authorization requirement to the City's existing Automated License Plate Reader (ALPR) regulatory framework established by Ordinance No. 3600. Its goal is to ensure Fourth Amendment protections for Bartlesville residents by requiring a warrant, court order, or subpoena before ALPR data may be accessed for individual investigations—while preserving law enforcement's full ability to use ALPR technology through proper legal channels.

BACKGROUND — ORDINANCE NO. 3600 (ADOPTED APRIL 7, 2025)

Ordinance No. 3600 amended Chapter 15 – Police Department of the Bartlesville Municipal Code to regulate ALPR ("Flock") camera systems. Current provisions include:

- Monthly audit reports submitted to the City Council
- Authorized user lists maintained with rank, title, and justification
- Prohibition on automatic federal data sharing
- Council approval required for any new system features, software, or hardware
- 30-day data retention limit

PROPOSED AMENDMENT — KEY PROVISIONS

- **Judicial authorization required:** A warrant, court order, or subpoena must be obtained before any investigative query of ALPR data
- **Narrow exigent circumstances exception** limited to: documented imminent threat to life, active Amber/Silver Alert, or a fleeing suspect in a violent felony
- **Mandatory reporting:** All exigent-use instances must be documented and reported to the City Council within 72 hours
- **Annual statistics:** Warrant-access data reported as part of the existing monthly audit framework
- **Accountability:** Violations subject to administrative review and potential disciplinary action

LEGAL BASIS

In *Carpenter v. United States* (2018), the U.S. Supreme Court held that the government's acquisition of aggregated location data constitutes a search under the Fourth Amendment, generally requiring a warrant. This amendment aligns Bartlesville's ALPR policy with the constitutional principle that warrantless collection and querying of location-tracking data implicates fundamental privacy rights.

IMPACT

This amendment does not eliminate or restrict ALPR camera deployment. It adds a layer of judicial oversight to data access while preserving all existing Ordinance No. 3600 provisions intact. Law enforcement retains full operational use of the ALPR system through established legal channels already familiar to officers and prosecutors.

Sponsored by: Councilman Tim Sherrick, Ward 1

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city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 17.
October 5, *2026*
Prepared by
Councilman Tim Sherrick

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to authorize and initiate a formal, independent investigation into the circumstances surrounding the resignation of Mike Bailey, former city manager, and the matters giving rise to it.

1. Independent Investigation Scope and Requirements

II. COMMENTS AND ANALYSIS

The purpose of this investigation is not to presume wrongdoing or reach a predetermined conclusion, but rather to establish the facts surrounding the circumstances in question, determine whether applicable City requirements were followed, identify any material deficiencies that may have occurred, and provide the City Council and the public with an objective and appropriately documented account of the matter. If the investigation is allowed to move forward, it would achieve its intended goal of establishing pertinent facts within their proper contextual background leaving no room for further conjecture once publicly released to the fullest extent that is legally permissible.

IV. RECOMMENDED ACTION

The City Council is asked to consider authorizing the initiation of the proposed investigation and to take such action as it deems appropriate.

Independent Investigation Scope and Requirements

1. Independent Investigator

Because the investigation may involve the conduct of City personnel and/or the application or administration of City Human Resources policies and procedures, I respectfully request that the investigation be conducted by a qualified and impartial investigator who was not involved in the underlying matters and who does not report to, or have a direct or indirect conflict of interest with, any individual whose conduct may be subject to review. If appropriate, consideration should be given to retaining an independent outside investigator or other qualified third party to ensure the investigation is, and is reasonably perceived to be, objective and independent.

2. Scope of the Investigation

The investigation should examine, at a minimum:

- Mr. Bailey's activities and performance of his official duties relevant to the circumstances under investigation;
- His interactions and communications with subordinates, supervisors, elected officials, and other relevant City personnel;
- Any complaints, concerns, reports, allegations, or disclosures made by or concerning Mr. Bailey that are relevant to the circumstances surrounding his resignation;
- Any statements or disclosures Mr. Bailey may have made concerning the underlying matters, whether verbally or through telephone calls, text messages, emails, memoranda, documents, or other electronic or written communications;
- The circumstances leading up to and surrounding his resignation, including any events or communications that may reasonably bear upon an understanding of why the resignation occurred; and
- Any other matters reasonably identified during the investigation that are necessary to establish the relevant facts.

3. Preservation and Review of Records

I respectfully request that all potentially relevant records be preserved pending completion of the investigation, including, but not limited to, emails, text messages, telephone records, memoranda, personnel-related documents, complaints, reports, meeting records, notes, calendars, electronic communications, documents maintained by the Human Resources Department, and other City records relating to the matters under investigation.

The investigation should include a review of relevant City records and communications maintained in both electronic and physical form, including records maintained by Human Resources and other City departments or personnel who may possess information relevant to the investigation.

Where legally permissible and reasonably necessary to establish the facts, the investigator should also interview Mr. Bailey, relevant current and former City employees, supervisors, Human Resources personnel, and any other individuals reasonably believed to possess material information concerning the matters under investigation.

4. Applicable Policies and Procedures

The investigation should identify and examine all City of Bartlesville policies, procedures, rules, regulations, personnel practices, and other applicable standards that governed or were directly relevant to the conduct and circumstances under investigation.

This should include identifying:

- The specific policy, procedure, rule, or standard applicable to each material issue;
- The person or department responsible for administering or enforcing each applicable requirement;
- Whether the applicable requirement was followed;
- Whether any deviation or failure of compliance occurred;
- Whether any exception, authorization, or other justification existed for such deviation; and
- Whether the City's established practices were consistent with its written policies and procedures.

Where "best practices" are considered, the final report should clearly distinguish between requirements that were formally binding upon City personnel and practices or standards that were advisory or otherwise nonbinding.

5. Final Investigative Report

Upon completion of the investigation, I respectfully request that the investigator prepare a written report setting forth, at a minimum:

1. The scope and purpose of the investigation;
2. The identity and qualifications of the investigator;
3. The individuals interviewed and the categories of records reviewed;
4. The relevant chronology of events established through the investigation;
5. The material facts established by the evidence;
6. Any material facts that could not be established or that remain disputed;
7. The applicable City policies, procedures, rules, and other standards identified;

8. The investigator's findings regarding compliance or noncompliance with those requirements;
9. Any material discrepancies between witness accounts, documentary evidence, or other relevant information;
10. Any findings concerning deficiencies in City policies, procedures, oversight, or implementation that are supported by the evidence; and
11. Any recommendations the investigator believes are appropriate as a result of the factual findings.

The report should clearly distinguish between established facts, disputed allegations, conclusions regarding policy compliance, and recommendations, so that the City Council and the public can readily understand what the investigation actually established.

6. Disclosure of Findings

Finally, I respectfully request that the completed investigative report be presented to the City Council and made available to the public to the fullest extent permitted by applicable law. Any information that is legally protected from disclosure should be appropriately redacted rather than withholding the investigative findings in their entirety, where lawful disclosure of the remaining information is possible.