REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, November 2, 2026
5:30 p.m.

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

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

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 Terry Koehn, Pastor First Church, A United Methodist Community.**

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

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

   - Homeless Awareness Month, November 2026
   - Extra Mile Day – November 1, 2026

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

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

7. **Consent Docket**

   a. **Approval of Minutes**
      i. The Special Meeting Minutes of October 2, 2026.
      ii. The Regular Meeting Minutes of October 5, 2026.
      iii. The Special Meeting Minutes of October 8, 2026.

   b. **Approval of Appointments, Reappointments and Ratification of Appointments**
      i. Appointment of Ms. Meral Jones to a three-year term on the Park Board at the recommendation of Mayor Curd.
      ii. Reappointment of Mr. Andrew Olesen to an additional three-year term on the Park Board at the recommendation of Mayor Curd.

   c. **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. Appointment of Rachel D. Showler to serve as the Authorized Agent for the City of Bartlesville's Defined Benefit and Defined Contribution Retirement Plans administered through the Oklahoma Municipal Retirement Fund.
      ii. Claim and Certification Forms, concluding documents from an Oklahoma Department of Libraries (ODL) grant to reimburse expenses from the Association of Rural and Small Libraries conference.

iii. Contract between the City of Bartlesville/Bartlesville Public Library Literacy Services and the Oklahoma Department of Libraries to receive grant funds that enable the Literacy Department to schedule and coordinate a variety of health and wellness programs for the Bartlesville Community.
iv. On-demand contract not to exceed $100,000.00 with B-Town Construction for the installation and decommissioning of water distribution lines of various sizes.
v. Rental agreement renewal with Bottleless Nation (formerly Artesian Water) for one filtered water cooler to continue use in the airport terminal lobby, in the amount of $47.00 monthly or $564.00 annually, for a three year lease.
vi. Contract renewal with Polco (Policy Confluence), Inc. for survey services, in the amount of $26,000.00 for a subscription term of 24 months.
vii. Short Form Contract with Double C Construction to clear, remove, and dispose of all trees and brush along Turkey Creek in the Eastland Shopping Center, in the amount of $65,000.00.
viii. Short Form Contract with Double C Construction to clear, remove, and dispose of all vegetation and sediment from the drainage structure at Southport Drive and Highway 75, in the amount of $12,000.00.
ix. Design Contract with BKL for design services for the Fire Station No. 2 Project, in the amount of $288,000.00.

d. Receipt of Financials
i. Interim Financials for three months ending September 2026

e. Receipt of Bartlesville NEXT Progress Report
i. Bartlesville NEXT Progress Report October 2026

f. Receipt of ALPR (Flock Cameras) Report
i. ALPR Report for October 2026

g. Receipt of Bids
i. Bid No. 2026-2027-009 Sunset Pedestrian Bridge
ii. Bid No. 2026-2027-010 Storm Siren Replacement
iii. Bid No. 2026-2027-011 for the Douglass Park Shelter Project

8. Discuss and take possible action to award Bid No. 2026-2027-009 for Sunset Blvd. over Butler Creek Pedestrian Bridge Project. Presented by Councilman Kirkpatrick.

9. Discuss and take possible action to award Bid No. 2026-2027-010 for Storm Siren Replacement. Presented by Mayor Curd.

10. Discuss and take possible action to award Bid No. 2026-2027-011 for the Douglass Park Shelter Project. Presented by Mayor Curd.

11. Discuss and take possible action to accept a donation from Arvest Foundation in the amount of $15,000, and approve a resolution amending the budget for the City of Bartlesville, Oklahoma for Fiscal Year 2026-2027 appropriating unanticipated revenue in the CIP Sales Tax Fund of the Park Department. Presented by Laura Crow, Interim City Manager.

12. Discussion and possible action with respect to a resolution declaring the intent to consider approval of a project and creation of a tax increment district under the local development act; directing preparation of a project plan; appointing a review

committee; directing the review committee to make findings as to eligibility and financial impact, if any, on taxing jurisdictions and business activities within the tax increment district; directing the review committee to make a recommendation with respect to the proposed project plan; directing the Bartlesville Planning Commission to make a recommendation with respect to the proposed project plan; and containing other provisions relating thereto. Presented by Jered Davidson, The Public Finance Law Group PLLC.

13. **Move to executive session pursuant to 25 O.S. Sec. 307(B)(1) to discuss the Employment Agreement of Terry Lauritsen as City of Bartlesville City Manager.**

14. **Return to Open Meeting.**

15. **Discuss and take possible action to approve the Employment Agreement for Terry Lauritsen as City of Bartlesville City Manager. Presented by Rachel D. Showler, Human Resources Department.**

16. **Pursuant to 11 O.S. Sec. 8-103, and upon approval of Agenda Item 15, the Oath of Office will be administered to Terry Lauritsen by City Attorney Jess Kane.**

17. **New Business.**

18. **City Manager and Staff Reports.**

19. **City Council Comments and Inquiries.**

20. **Adjournment.**

The Agenda was received and filed in the Office of the City Clerk at 4:00 p.m. and posted in prominent public view at City Hall at 5:30 p.m. on Tuesday, October 27, 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

"Homeless Awareness Month"
November 2026

***Whereas*,** homelessness affects people from all walks of life in the Bartlesville area; and

Whereas, misunderstandings exist about homelessness, its cause and the process to full recovery; and

***Whereas*,** there are four general categories of homelessness; chronic lifestyle, mental health issues, financial, or addictions; and

Whereas, the Lighthouse is the only 24 hour homeless shelter within a 50 mile radius and provides food, clothing and shelter to 75-80 people a day all year round; and

Whereas, on any given night, there are over 5,000 people in Oklahoma without a home; and

Whereas, The Lighthouse Outreach Center has been ministering to the homeless for over 34 years and has provided shelter to over 4,000 people during that time; and

Whereas, many citizens in this area at one time were residents of the Lighthouse for a period of time and are now living productive lives in the community; and

Whereas, we are grateful for the wonderful support of individuals, churches, civic groups and businesses for their support over the past 36 plus years; and

Whereas, being homeless does not mean being hopeless.

NOW THEREFORE, I, James S. Curd, Jr., Mayor, and the Bartlesville City Council do hereby officially proclaim November 2026 as "Homeless Awareness Month" in the City of Bartlesville and encourage all citizens to support this worthwhile endeavor.

IN WITNESS WHEREOF, we hereunto set our hands and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 2nd day of November, in the year of our Lord two thousand and twenty-six.

_____

James S. Curd, Jr., Mayor

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Official Proclamation

Extra Mile Day
November 1, 2026

WHEREAS, Bartlesville, Oklahoma is a community which acknowledges that a special vibrancy exists when its citizens collectively go the extra mile in personal effort, volunteerism, and service; and

WHEREAS, the City of Bartlesville encourages its citizens to contribute fully to the community through commitment, effort, and conviction in service to family, friends, neighbors, and civic life; and

WHEREAS, the City of Bartlesville chooses to recognize and celebrate individuals and organizations within the community who go the extra mile to make a positive difference in the lives of others; and

WHEREAS, the City of Bartlesville acknowledges the mission of Extra Mile America to inspire communities across the nation to recognize those who go the extra mile in volunteerism and service;

NOW, THEREFORE, I, James S. Curd, Jr., Mayor, and the Bartlesville City Council do hereby proclaim November 1, 2026, as Extra Mile Day in the City of Bartlesville. I encourage all residents to take time on this day to go the extra mile in their own lives and to recognize those who inspire others through their commitment to making their community, nation, and world a better place.

In Witness Whereof, we hereunto set our hands and cause the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 2nd day of November, in the year of our Lord two thousand and twenty-six.

_____
James S. Curd, Jr., Mayor

NOTICE OF SPECIAL MEETING OF THE BARTLESVILLE CITY COUNCIL

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

October 2, 2026
Immediately Following the Bartlesville Education Authority Meeting beginning at 12:00 p.m.

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

MINUTES

(The Notice of Meeting and Agenda was posted September 30, 2026 at 11:20 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 present were Laura Sanders, Interim City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; Rachel Showler, H.R. Director; Fire Chief H.C. Call; Deputy Fire Chief Barry Marshall; Police Chief Andrew Ward; Deputy Police Chief Troy Newell; Captain Morrow, Alicia Shelton, Finance & Accounting Manager; Candice Pullins, Assistant City Clerk; Whitney Mosely, 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 12:08 p.m.**

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

3. **Public Comments on Agenda Items.**

   There were no comments.

4. **Consideration and possible action on a Resolution of the City Council of the City of Bartlesville, Oklahoma (the "City") approving the incurrence of indebtedness by the Bartlesville Education Authority (the "Authority") issuing its Educational Facilities Lease Revenue Bonds (Bartlesville Public Schools Project) Series 2026 (the "Bonds"); providing that the organizational document creating the authority is subject to the provisions of the Bond Indenture authorizing the issuance of said Bonds; waiving competitive bidding and authorizing the sale of said Bonds by the Authority at negotiated sale and at a price less than par; approving the forms of a Continuing Disclosure Agreement and an Official Statement relating to the Bonds; authorizing the execution of all necessary documents, and containing other provisions relating thereto.**

   Jerica Dawson, Municipal Finance Services, was present for questions. This item to approve the incurrence of indebtedness by the Bartlesville Education Authority as set out in the title of the proposed resolution above. The BEA approved the resolution BEA-2026-01 in their meeting prior to the City Council meeting.

   Vice Mayor Dorsey moved to approve the Resolution as presented, seconded by Mr. Kirkpatrick.

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

Nays: None
Motion: Passed

5. Move to Executive Session under 25 O.S. Sec 307(B)(1) to discuss the employment, hiring, appointment, or promotion of a City Manager.

Vice Mayor Dorsey moved to enter into Executive Session at 12:10 p.m., seconded by Mr. Kirkpatrick.

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 2:09 p.m.

7. Discuss and take possible action regarding employment, hiring, appointment, or promotion of a City Manager.

Mayor Curd stated that no action was taken in Executive Session and that additional interviews will be held next week with internal candidates whose names will be announced at posting of that special meeting.

8. There being no further business to address, Mayor Curd adjourned the meeting at 2:10 p.m.

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk

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

MINUTES

(The Notice of Meeting was posted December 12, 2025 and the Agenda was posted September 29, 2026 at 6:00 p.m.)

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

City staff in attendance was 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 Cortez, 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 , Security and Elaine Banes, Executive Assistant.

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

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

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

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

   Prior to calling citizens to speak, Mr. East stated that he was aware of some concerns expressed in different circles about the legal implications of things that may be commented on by the public, and he asked Mr. Kane to speak to those concerns briefly.

   Mr. Kane stated he has advised the Council that there is a potential for significant liability both to the City and to individual councilmen for discussing personnel matters in a public forum. Agenda Item 17 on the agenda is a personnel matter. In his opinion, it is inadvisable to discuss those matters in public, and not because we don't want to be transparent, but because the law specifically allows for those matters to be kept confidential to avoid liability to the City and to the Councilmen individually. He stated that confirmed his opinion to that effect with the City's insurer, Oklahoma Municipal Insurance Group, and provided the Council with that information. Additionally, OMAG's general counsel's opinion is that discussion not only could create a liability event for the City, but it might not be a covered liability, and that liability could extend to the persons that make such statements in this public forum. The risk at this meeting to the City is that the Council rules allow for comment on agenda items, and this item is now on the agenda. So, to

some extent, it is now out of the City's control what gets discussed on Item 17, which again places a lot of risk of creating liability for the City itself and for individual council members. He concluded reiterating that he has provided the Council with his opinion that has been confirmed by the City's insurer; Vice Mayor Dorsey has confirmed the same with his personal attorney; and Ms. Sanders has followed up with the Association of Municipal Attorneys. Every attorney whose opinion that was requested said that discussing and/or approving Item 17 is a really bad idea and poses a potential high risk to the City and councilmembers.

Angela Utely – Agenda Item 17 – Ms. Utely encouraged the Council to vote no on Item 17, urging them to honor the existing contract and move forward.

Joel Rabin – Agenda Items 17 and 18– Mr. Rabin questioned the timing of legal advice on personnel matters (Item 17), and noted upcoming elections would influence the city manager decision (Item 18).

5. City Council Announcements and Proclamations.

- Arbor Day Proclamation- October 17, 2026, presented by Mr. Kirkpatrick.
- Polish Heritage Month Proclamation - October 2026, presented by Mr. East.
- Community Planning Month Proclamation - October 2026, presented by Vice Mayor Dorsey.
- 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

Mayor Curd 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 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.

iv. Reappointment of Mr. George Halkiades to an additional three-year term on the Bartlesville Redevelopment Trust Authority at the recommendation of Mr. East.

c. Approval of Resolutions

i. Accept a grant from the State of Oklahoma 911 Management Authority under the FY27 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

Mayor Curd 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.h.i. and 7.i.i., and Mr. Kirkpatrick pulled Items 7.d.i. and 7.d.vii., and Mayor Curd pulled 7.f.i.

Mr. Kirkpatrick moved to approve the Consent Docket with the exception of Agenda Items 7.d.i., 7.d.vii., 7.f.i., 7.h.i.i., and 7.i.i., seconded by Vice Mayor Dorsey.

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

Agenda items removed for discussion:

7.h. Receipt of Bartlesville NEXT Progress Report

i. Bartlesville NEXT Progress Report September 2026

Mr. East inquired about the new format. Ms. Sanders stated that the City transitioned to a more in-house vendor replacing Envisio. Mr. East stated that he appreciates the new format and transparency page.

7.i. Receipt of ALPR (Flock Cameras) Report

i. ALPR Report for September 2026

Mr. East inquired if the new Axon ALPR cameras on are in place yet. Captain Elkins reported that they have received the cameras but are not yet installed.

7.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.

Mr. Kirkpatrick confirmed with Mr. Lauritsen that the ODOT reconstructing of Adams Blvd. will begin in 2028.

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.

Mr. Kirkpatrick asked Mr. Curtis to provide background on the incubator program. Mr. Curtis complied providing the information on the program and building, and a previous successful occupant with his small business. Mr. Kirkpatrick stated that Ragtag Resilience owned by Amanda Hakola, who owns an urban farm, will now have the opportunity to experience a forward facing store that is not online. They will sell their products there and since they are a USDA-approved farm, WIC and SNAP benefits are accepted.

f. Blue Whale Update

i. Blue Whale Materials Action Items Update Report

Mayor Curd asked Fire Chief Call to provide an overview of the response preparedness required by the City. Chief Call reported the water loop on the south side of the Industrial Park is completed. This will provide water flow improvements to the hydrants on the property. They are in process of building a fire brigade on site to handle all small minor emergencies, similar to other businesses in town. Blue Whale has a pretty substantial investment in many things there, but especially the water supply. They are leaning towards a tank which is currently in design.

Vice Mayor Dorsey moved to approve Agenda Items 7.d.i., 7.d.vii., 7.f.i., 7.h.i.i., and 7.i.i., seconded by Mr. East.

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

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

Mayor Curd provided the recommendation and moved to award Bid No. 2026-2027-004 for Concrete to Bartlesville Redi-Mix of Bartlesville, OK, per amounts on the attached forms, and on occasions when they cannot provide materials in a timely manner, the City reserves the right to use an alternate supplier, seconded by Mr. East.

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

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

Mayor Curd provided the recommendation and moved to award Bid No. 2026-2027-005 for Asphaltic Concrete to Bison Materials LLC of Bartlesville, OK, per amounts on the attached forms, seconded by Mr. East.

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

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

Mayor Curd provided the recommendation and moved to award Bid No. 2026-2027-006 for Aggregate Base to Bison Materials LLC of Bartlesville, OK, per amounts on the attached forms, seconded by Vice Mayor Dorsey.

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

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

Mayor Curd provided the recommendation and moved to award Bid No. 2026-2027-008 for the 13th Street & Choctaw Avenue Drainage Improvements to D-Kerns Construction, Inc. from Claremore, OK, in the amount of $289,200.00 which includes the base bid and Add. Alternate component of the bid, seconded by Vice Mayor Dorsey.

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

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.

Mr. Curtis reported that the applicant, Tate Boys, at 2319 SE Washington Blvd requested rezoning from C5 to C5 PUD. He presented the PUD/site plan for a 50' x 63' canopy over two outdoor lifts; setbacks reductions; screening exemption on west due to common ownership; noted parking exceeds requirements; and no change to driveways. Notices were issued with no response from the community noted. The City Planning Commission recommended approval with 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.

Mayor Curd opened the public hearing at 6:13 p.m. There being no one appear to speak on this item, Mayor Curd closed the public hearing at 6:13 p.m.

Mr. Kirkpatrick moved to adopt the Ordinance rezoning the property from C-5 to C-5/PUD and approved the PUD and SDP to construct a 50-foot by 63-foot addition to an existing building, with City Planning Commission conditions, as presented, seconded by Mr. East.

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

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.

Mr. Siemers reported that Mr. Baker, 2712 Vicksburg, Lot 2, Colonial Estates 18th Edition requested approval of vacating the south 10' of the north 20' rear utility easement (modified after Sparklight identified existing fiber). Pool feasibility was discussed in the northeasterly area of the yard. Mr. Siemers reported he submitted an amended ordinance to reflect the revised legal description.

Mayor Curd opened the public hearing at 6:17 p.m. There being no one appear to speak on this item, Mayor Curd closed the public hearing at 6:17 p.m.

Mr. East moved to adopt the Ordinance closing a portion of a 20' utility easement located on the north side of Lot 2, Colonial Estates 18th Addition, Bartlesville, Washington County, Oklahoma as amended, seconded by Vice Mayor Dorsey.

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

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.

Mr. Batchelder addressed the Council and introduced the proposed retail development incentive for Howard Companies, doing business as Buffalo Wild Wings. He stated that Howard Companies operates 16 Buffalo Wild Wings locations in Oklahoma, seven in Arkansas, and one in Missouri, with plans to open five additional restaurants across Oklahoma and Arkansas during the current year. The proposed restaurant would be constructed on a site immediately west of Armstrong Bank, at the location previously used for the bank's temporary facility before completion of its permanent building. Mr. Batchelder explained that the Bartlesville Development Authority (BDA) has historically assisted with retail recruitment by establishing (beginning 2013) a retail incentive policy based on net new sales tax revenue generated for the City of Bartlesville. He outlined the incentive calculation methodology as follows:

- The projected annual sales revenue is reduced by 80% to account for substitution, reflecting the assumption that most sales would otherwise occur at existing businesses within the city.
- The remaining amount is multiplied by the City's 3.4% sales tax rate to estimate the projected net new sales tax revenue.
- The projected revenue is calculated over a 10-year period, and 50% of that amount is designated as the maximum available retail incentive. The remaining 50% is retained as the projected net positive revenue benefit to the City.

For this proposal, the BDA used the average annual sales of the lowest-performing restaurant in Howard Companies' portfolio over the preceding three years. Mr. Batchelder identified that location as the company's Owasso, Oklahoma, restaurant. He further stated that the BDA had consulted with local restaurant operators, including representatives of national brands and locally owned establishments, who considered the projected sales figures reasonable. The projected annual sales revenue was $3,614,918. After applying the 80% substitution adjustment, the remaining amount was $722,983. Applying the City's 3.4% sales tax rate resulted in projected annual net new sales tax collections of approximately $24,581. Over 10 years, the projected revenue totaled approximately $245,814, of which 50%, or $122,907, representing the maximum available retail incentive. Payment would be contingent upon issuance of a certificate of occupancy and the restaurant opening for business within 24 months.

Mr. East inquired whether Buffalo Wild Wings was returning to the Bartlesville market under the same ownership and franchise arrangement as the restaurant previously located in the mall. Mr. Batchelder clarified that the national brand would be the same, but the ownership would be different. The previous Bartlesville location was operated as a single, independently owned franchise. When the location did not perform as expected, Buffalo Wild Wings intended to withdraw the franchise agreement, and the franchise owner elected to close the restaurant. In contrast, Howard Companies operates a substantially larger group of restaurants, with 31 locations across its portfolio. Mr. East further inquired whether the sales figures from the lowest-performing restaurant were representative of a city comparable in population to Bartlesville. Mr. Batchelder explained that the comparison was based on the company's Owasso location, which might not be directly comparable to Bartlesville in terms of population and customer base. However, he reiterated that local restaurant operators had reviewed the projections and considered them consistent with reasonable expectations. Mr. East then asked whether the incentive agreement required the restaurant to remain operational for a minimum period and whether any repayment provisions would apply if the business failed. Mr. Batchelder responded that the BDA's incentives generally support development costs. In this instance, the funds would assist with site-related expenses and infrastructure improvements. He stated that the BDA does not include claw back provisions in its incentive agreements. Mayor Curd requested clarification regarding the 80% substitution

adjustment. Mr. Batchelder explained that the BDA assumes at least 80% of the restaurant's projected sales would be diverted from existing businesses in Bartlesville. The remaining 20% is intended to account for potential new spending, including business generated by visitors attracted to a recognized national restaurant brand. The adjustment is applied to avoid overstating the amount of genuinely new sales tax revenue attributable to the project. Mayor Curd inquired whether the property has been purchased. Mr. Batchelder stated that Howard Companies was under contract to purchase the property, which had been owned by Armstrong Bank. He noted that the proposed acquisition and development would depend in part on the Council's decision regarding the incentive request. Mr. East asked about the requirement that payment be made upon issuance of a certificate of occupancy and the restaurant opening within 24 months. Mr. Batchelder explained that the 24-month deadline was intended to ensure timely completion of the project. No incentive funds would be disbursed until construction was complete and the City had determined that the restaurant was open and ready for business. Following the discussion, Vice Mayor Dorsey acknowledged the questions and thanked the participants.

Mr. East moved to appropriate $122,907 from the Economic Development Fund for development assistance to Howard Companies dba Buffalo Wild Wings for construction of a restaurant on property just west of Armstrong Bank on Nowata Road just west of Highway 75 interchange (address TBD) as presented, seconded by Mr. Kirkpatrick.

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

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.

Mr. Curtis reported on the request for final plat of Patriot Addition Plat 0726-0023 (Patriot Hyundai), located at 2696 SE Washington Blvd (C5/PUD). The project is constructed and operational; bonds posted; and the City Planning Commission recommends approval.

Mr. Kirkpatrick moved to approve the final plat of Patriot Addition (Plat-0726-003) approximately 3.26 acres, zoned C-5/PUD, 2696 SE Washington Blvd. as presented, seconded by Vice Mayor Dorsey.

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

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.

Councilman Sherrick presented a proposed amendment to the City's existing ordinance governing the use of automated license plate reader (ALPR) technology. He explained several constitutional law principles relevant to the collection and use of ALPR data, including the exclusionary rule and the good-faith exception. He described the exclusionary rule as a judicial doctrine that generally prohibits the use of evidence

obtained in violation of the Fourth Amendment's protection against unreasonable searches and seizures. He explained that the good-faith exception may allow evidence to be admitted when law enforcement officers reasonably rely on a warrant that is subsequently determined to be invalid. He cited *United States v. Leon* (1984) as the leading case establishing this exception. He continued stating that requiring judicial authorization before accessing ALPR data for an individual investigation could provide additional safeguards for constitutional rights while helping preserve the admissibility of evidence obtained during investigations. He also referenced recent Oklahoma cases involving the suppression of evidence and expressed concern that inadequate legal safeguards could jeopardize prosecutions.

Mr. Sherrick went on to explain that ALPR cameras record vehicle license plates, locations, dates, and times, including information concerning individuals who are not suspected of criminal activity. He expressed concern that aggregating this information over time could reveal detailed patterns of individuals' movements, associations, religious activities, medical visits, and political participation. He referenced *Carpenter v. United States* (2018), in which the United States Supreme Court addressed privacy interests in historical cell-site location information. He also discussed legal developments involving geofence searches and ALPR technology, including *Chatrie vs. United States*, to illustrate the ongoing debate over privacy expectations and government access to location data. Mr. Sherrick outlined four principal provisions of the proposed amendment to Section 7A of the City's ordinance:

1. Judicial authorization: Require law enforcement officers to obtain a warrant, court order, or subpoena issued by a court of competent jurisdiction before querying ALPR data for an individual investigation.
2. Exigent circumstances exception: Permit access without prior judicial authorization in narrowly defined circumstances involving an imminent threat to life, an active Amber Alert or Silver Alert, or the pursuit of a fleeing suspect in a violent felony.
3. Documentation requirements: Require documentation of all ALPR data access. When the exigent circumstances exception is invoked, the accessing officer must prepare a written report describing the circumstances that justified warrantless access and submit it within 24 hours.
4. Annual reporting: Require the Police Department to provide the City Council with an annual report identifying the total number of ALPR queries conducted pursuant to judicial authorization, the number conducted under exigent circumstances, and the general categories of investigations involved.

Mr. Sherrick emphasized that the proposed amendment would not prohibit ALPR cameras, prevent data collection, or supersede existing provisions governing audits, retention, and authorized access. Rather, it would establish a requirement for judicial review before ALPR data is accessed for an individual investigation, subject to the specified exceptions. He characterized the proposal as an effort to balance law enforcement's investigative needs with residents' Fourth Amendment rights. He also referenced pending and anticipated federal legislative efforts concerning ALPR technology and surveillance practices.

Mr. East commended Councilman Sherrick for presenting the information and addressing the legal issues surrounding the proposed amendment. Mr. Kirkpatrick asked which other cities or jurisdictions had implemented similar requirements, noting that the issue had previously been discussed in June. Mr. East referenced research identifying Washington and Virginia, as well as Tempe, Arizona, and San Francisco and Oakland, California, as jurisdictions considering or implementing related restrictions. Mr. Sherrick identified Maine, New Hampshire, California, and Virginia as examples of jurisdictions with ALPR-

related privacy protections. He described various restrictions involving judicial authorization, data retention, information sharing, active criminal investigations, and auditing. He also referenced activity in Durango, Colorado.

Mayor Curd invited Washington County District Attorney Drake to address how the proposed amendment might operate in practice. District Attorney Drake expressed concerns regarding the legal authority and practical procedures necessary to implement the proposed amendment. He questioned which court would review applications for ALPR search warrants, noting that the proposal concerned a municipal ordinance and that Oklahoma law had not clearly established a reasonable expectation of privacy in ALPR data. He expressed uncertainty regarding whether State or Federal judges would consider warrant applications arising from the ordinance and whether the City's municipal judge would have the appropriate jurisdiction. He acknowledged that municipal search warrants may be possible but noted that they have been uncommon. He also discussed a recent Federal district court decision in Oklahoma involving the suppression of evidence obtained through ALPR technology. He indicated that the decision differed from other rulings and anticipated that it might be appealed. He stated that, based on the limited number and placement of Bartlesville's cameras and the City's existing audit procedures, he did not currently share the same level of concern regarding the local system. However, he recognized that broader data sharing and aggregated information could raise additional issues.

Mr. Sherrick noted that Bartlesville's access to ALPR information extended beyond the City's locally operated cameras because of data-sharing arrangements with hundreds of other law enforcement agencies. He questioned whether aggregating information from multiple jurisdictions could raise privacy concerns similar to those addressed in *Carpenter* and other cases.

District Attorney Drake acknowledged the complexity of the issue. He questioned how the proposed ordinance would apply when Bartlesville officers accessed data collected by other jurisdictions, whether other agencies would be required to obtain warrants to access Bartlesville's data, and how officers would obtain authorization when investigations crossed jurisdictional boundaries. He observed that the technology and associated legal issues were evolving rapidly and that the practical implications of the proposed requirements remained uncertain.

Mr. Sherrick moved to adopt the Ordinance amending Ordinance No. 3600 of the Bartlesville Municipal Code, regarding the regulation of Automated License Plate Reader (ALPR) technology, as presented, seconded by Mr. East.

Mr. Kirkpatrick asked Mr. Kane about prior discussions with a district court judge concerning how the proposed warrant process would operate. Mr. Kane explained that one concern was whether a sufficient legal controversy would exist to support a warrant application when the City already had authorized access to its own ALPR data through its contractual relationship with the technology provider. He questioned how officers would apply for a warrant to access information that the City already had permission to access. Mr. Sherrick responded that Bartlesville did not own the data collected by hundreds of other jurisdictions. He explained that the system aggregates information from its broader network when an officer submits a query, returning matching or potentially matching results from multiple locations. Mr. Kane reiterated that the City already had access to the system under its approved contract, raising practical questions about what a judge would be authorizing through a warrant. Mr. Kirkpatrick stated that he had previously researched the issue but had been unable to verify that several of the

jurisdictions identified during earlier discussions had implemented the specific warrant requirements being proposed. He explained that his research indicated the cited examples did not necessarily support the claim that those jurisdictions required warrants for law enforcement to query their own ALPR data. He distinguished restrictions on privately owned ALPR systems from requirements governing systems operated by municipalities. He expressed continued interest in developing additional privacy protections but questioned whether the proposed amendment could be implemented under existing legal and judicial procedures. He noted that the City had already restricted its cameras to approximately 10 locations on the outskirts of Bartlesville to limit their ability to track residents' routine movements. He stated that the Council should not approve an ordinance without a workable implementation process and suggested that further research and consultation were necessary. Mr. Kane added that he had researched Maine, New Hampshire, Virginia, and California. Although those jurisdictions had adopted significant restrictions involving ALPR technology, he had not found requirements in those states compelling law enforcement to obtain warrants before accessing their own ALPR data. Mr. Sherrick maintained that requiring judicial authorization was an emerging approach to protecting privacy rights. He expressed the view that Bartlesville could take a leadership role by adopting the proposed safeguards before a broader state or federal standard was established.

Mr. East requested an explanation of how a search warrant is obtained and how the process might apply to ALPR data. District Attorney Drake explained that an officer generally prepares a sworn affidavit establishing probable cause and submits it, along with a proposed warrant, to a judge. If the judge determines that probable cause exists, the judge may issue the warrant, which must describe the place, property, or information to be searched with sufficient particularity. Following execution of the warrant, the officer documents the results and files the required return with the appropriate court. When asked how the process could apply to the City's ALPR system, District Attorney Drake stated that Bartlesville officers might submit an affidavit to the municipal judge and, if approved, access the specified data and complete the required documentation. However, he acknowledged uncertainty regarding the practical procedures and jurisdictional issues involved. He further noted that higher-level criminal matters would generally proceed through the Washington County District Court, while certain minor offenses could be handled in municipal court. Mr. Sherrick reiterated that the proposed language allowed authorization from any court of competent jurisdiction. He argued that submitting a query to the ALPR system requires the software to aggregate information from multiple locations and return results based on license plate information or other vehicle characteristics. In his view, this process constitutes a search that should be subject to judicial oversight.

Mr. Kirkpatrick stated that, although he supported the underlying objective of protecting residents' constitutional rights, he did not believe the proposed amendment was ready for approval because its practical implementation remained unresolved. He emphasized that the City had deliberately limited the placement and use of its ALPR cameras to reduce privacy risks. He also expressed concern that adopting an unworkable warrant requirement could prevent officers from using the system while they attempted to determine how to comply with the ordinance.

Mr. Kirkpatrick moved to table the ordinance until the January Council meeting to allow additional research and collaboration with Mr. Sherrick. He offered to participate in developing a workable policy and recommended consulting the municipal judge and examining whether other jurisdictions had developed effective implementation procedures. Motion to table seconded by Vice Mayor Dorsey.

Vice Mayor Dorsey expressed support for further discussion, particularly with the municipal judge, to determine whether a workable approach could be developed. Mr. Kirkpatrick agreed that additional safeguards should be explored to help ensure ALPR evidence remains usable in district court proceedings and that law enforcement officers are adequately protected when using the technology.

Vote on Mr. Kirkpatrick's motion commenced first as it was the last motion entered.

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

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.

Mr. Sherrick explained that the purpose of the proposed independent investigation was not to presume wrongdoing or reach a predetermined conclusion, but to establish the facts surrounding the former City Manager's resignation, determine whether applicable City requirements had been followed, identify any material deficiencies, and provide the City Council and the public with an objective, documented account of the circumstances. He stated that the investigation was intended to establish the relevant facts in their proper context and address continued public questions and speculation. He proposed releasing the findings publicly to the fullest extent permitted by law, subject to any necessary redactions or protections for confidential information. He also suggested that the City Council receive the final report in executive session before its public release, if appropriate.

Mr. Sherrick noted that the proposed investigation scope was included in the meeting packet, and moved to approve the proposed investigation and authorize the Interim City Manager to issue a request for proposals (RFP) for an independent investigator, seconded by Mr. Kirkpatrick, to allow further discussion.

Mr. Kirkpatrick questioned why the Council should proceed with an investigation despite legal counsel's advice against doing so. Mr. Sherrick responded that Bartlesville residents had raised legitimate questions that deserved answers and that the Council had a responsibility to represent the public. Mr. Kirkpatrick again questioned the need for an independent investigation, stating that several Council members had already reviewed the circumstances surrounding the former City Manager's resignation and had publicly addressed the matter to the extent permitted by law. He presented a chronology of communications and actions concerning the proposed investigation. He stated that on August 26, a request for an independent investigation had been circulated to Council members and City staff, and the response from City staff indicated that initiating an internal investigation into a former employee's departure would be unprecedented from a human resources perspective. Mr. Kirkpatrick also referenced advice from the City Attorney and outside legal counsel concerning potential liability arising from public discussion of confidential personnel matters. He cited an opinion from outside counsel indicating that the former City Manager was entitled to severance benefits under the terms of his employment agreement following his resignation pursuant to the agreement's applicable provisions. He added that several Council members, including himself and Councilmember East, had separately consulted with City staff to obtain information regarding the circumstances of the resignation. He stated that those reviews had

produced consistent conclusions and that the findings had been communicated publicly within the limits imposed by confidentiality and legal considerations. Referring to a September 29 communication from legal counsel associated with the City's insurer, the Oklahoma Municipal Assurance Group (OMAG), counsel had cautioned against conducting an investigation primarily intended to publish findings that could damage the former City Manager's reputation or future employment prospects, and noted concerns about potential liability, insurance coverage, and whether independently publishing investigative materials would fall within the scope of a Council member's official duties. Mr. Kirkpatrick expressed concern that proceeding despite these warnings could expose the City and its taxpayers to unnecessary legal expenses and liability.

Mr. Kirkpatrick continued discussing several public records requests concerning the former City Manager's departure. He identified requests submitted by representatives of local media and advocacy organizations, as well as other individuals. He stated that the records released in response to these requests had not, in his view, revealed evidence of illegal conduct, financial mismanagement, or violations of City policy. He argued that continued speculation on social media did not establish that further investigation was warranted. He maintained that the City had already provided the information that could responsibly and legally be disclosed. He asserted that the remaining details involved confidential personnel matters and reiterated that Council members could consult with City staff to better understand the circumstances. Again, he questioned the need for an additional investigation when several Council members had already reviewed the matter and that legal counsel had advised against publicly releasing investigative findings.

Mr. Sherrick maintained that an independent investigation would provide the public with an objective assessment from an outside source rather than relying on explanations from individuals directly involved in the matter. He stated that if the investigation found no deficiencies, the resulting report could help restore public confidence and resolve lingering questions. He emphasized that he had not alleged wrongdoing by the former City Manager and argued that the proposed investigation was intended to establish the facts and demonstrate the Council's commitment to transparency and accountability. He further stated that, if the Council did not support the investigation, there would be no findings to release. Nevertheless, he elected to leave the agenda item before the Council for consideration.

Councilmember Kirkpatrick characterized the proposal as having shifted from a request for a public investigation with publicly released findings to a more limited disclosure of information already available, followed by a decision to proceed with the agenda item despite the apparent lack of Council support. He expressed concern that the proposal had become a political exercise rather than a necessary administrative action.

Mayor Curd stated that he had independently met with City staff and other Council members to review the circumstances surrounding the former City Manager's resignation. He indicated that he was satisfied with the information obtained through those discussions and did not believe additional investigation was warranted. He added that he had recently visited approximately 300 homes in his ward and that the issue had not been raised by the residents with whom he spoke. He questioned the need to proceed when Council members had already obtained the relevant information and when the remaining details could not be publicly disclosed.

Councilman Sherrick responded that he had placed the matter before the Council because he believed he had a responsibility to represent the public and address residents' questions. Vice Mayor Dorsey suggested that Mr. Sherrick could have met with the relevant individuals and gathered additional information before bringing the matter forward. Mr. Sherrick replied that reviewing the information available to Council members

was complicated by executive-session confidentiality and attorney-client privilege considerations. He stated that an independent investigator could help navigate those restrictions and determine what information could appropriately be disclosed. Mr. Kirkpatrick responded that Council members themselves could serve as independent reviewers of the available information, to which Mr. Sherrick reiterated that an outside investigator could provide an independent assessment of the former City Manager's professional performance and report whether any deficiencies had been identified. He maintained that an objective outside review could help the Council fulfill its accountability responsibilities and address public concerns.

Mr. Sherrick moved to authorize the Interim City Manager to issue an RFP in order to hire an independent firm to investigate the circumstances surrounding the resignation of Mike Bailey, former City Manager, and matters giving rise to it as presented, seconded by Mr. Kirkpatrick.

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

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

Mayor Curd reported that no discussion or action will be taken on this item.

19. New Business.

There was no new business.

20. City Manager and Staff Reports.

Ms. Sanders reported that the Police Dept., Library, and Fire Dept. hosted a well-attended block party, and stated her appreciation for the event.

She also reported that a yard debris cleanup is scheduled for the week of Dec 7–11. Bagged yard debris can be placed on the curb on the day of regular trash pickup and another truck will come by and pick it up. Limbs must be tied together in four foot lengths and no heavier than 50 lbs.

Additionally, the Hudson Lake duck blind drawing will be held at the lake on Oct 23rd at the dock.

She concluded by encouraging residents to subscribe to CityBeat. This can be done on the City's website www.cityofbartlesville.org.

21. City Council Comments and Inquiries.

There were no comments or inquiries.

22. There being no further business to discuss, Mayor Curd adjourned the meeting at 7:31 p.m.

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk

MINUTES OF THE OF SPECIAL MEETING OF THE BARTLESVILLE CITY COUNCIL

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

October 8, 2026
5:30 p.m.

Mayor James S. Curd, Jr.

MINUTES

(The Notice of Meeting and Agenda was posted October 6, 2026 at 3:30 p.m.)

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

City staff present were Laura Sanders, Interim City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Kelli Williams, Chief Communications Officer; Rachel Showler, H.R. Director; Fire Chief H.C. Call; Deputy Fire Chief Barry Marshall; Police Chief Andrew Ward; Deputy Police Chief Troy Newell; Candice Pullins, Assistant City Clerk; and Elaine Banes, Executive Assistant.

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

2. **Roll call was held and a quorum was established. (Vice Mayor Dorsey arrived after roll call at 5:32 p.m.)**

3. **The invocation was provided by Mr. East.**

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

   Joel Rabin, a candidate for the Ward 4 council seat, addressed the Council regarding the city manager hiring process. He criticized the City Attorney for advising against discussing Agenda item 18 (on 10/5/26 agenda) regarding city manager employment at the meeting on October 5, 2026, due to claimed legal risks. He raised concerns regarding inconsistency, questioning why the council is now holding an executive session to interview candidates under Item 5 just three days later, and discussing the appointment following on Item 7. **Secretary's note – The City Attorney advisement of legal risks was for Item 17 on the October 5, 2026 Agenda, not Item 18.

5. **Move to Executive Session under 25 O.S. Sec 307(B)(1) to separately interview two candidates, Terry Lauritsen and Micah Siemers, for the position of City of Bartlesville City Manager.**

   Vice Mayor Dorsey moved to enter Executive Session at 5:38 p.m., seconded by Mr. Kirkpatrick.

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 8:27 p.m. No action was taken in Executive Session.

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

Mayor Curd thanked all the applicants and staff, as well as the Council for all of their input. He added that all of the internal candidates are administrators for the City and he enjoyed listening their interviews.

Mayor Curd moved to authorize staff to begin negotiations with Terry Lauritsen for the position of City Manager, seconded by Vice Mayor Dorsey.

Mr. Sherrick stated that he holds Mr. Lauritsen in very high regard and appreciates his relationship with him. He stated that he will maintain his opinion that the process is incomplete because there was no posting to an outside candidate, and that the decision should ultimately remain with the next City Council. What he does here ultimately is not reflective of his opinion of Terry, and he believes that Terry's candidacy should absolutely be able to stand up to the challenge of comparison to any outside candidate. He concluded that the process itself, as previously stated, is still incomplete, and not knowing what the Council might be looking at a month from now, whether it is him or not, he does not feel like it is his decision at this time.

Additional comments by Mayor Curd and Mr. Kirkpatrick were shared about the high quality of the five applicants that were interviewed They thanked the candidates for their time and consideration of the position.

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

8. There being no further business to address, Mayor Curd adjourned the meeting at 8:29 p.m.

James. S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk

Agenda Item 7.b.i.
October 26, 2026
Prepared by Holly Mayhew
Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Appointment of Miss Meral Jones to the Park Board.

II. STAFF COMMENTS AND ANALYSIS

Miss Jones has applied to serve on the Park Board. She has completed Bartlesville Citizens Academy and applied to serve on multiple City Boards. Her professional experience includes a background in mechanical engineering, grant writing, organizational development, and teaching. If approved, she would serve the position currently held by Doctor Jon Lindblom, who has served one partial term and one full term.

III. RECOMMENDED ACTION

Approve the appointment of Miss Meral Jones to Park Board for a 3-year term, expiring at the end of November 2029.

Received 9/14/26

Candice L. Pullins

From: City of Bartlesville <ian@bitbrilliant.com>
Sent: Saturday, September 12, 2026 6:14 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:

- Bartlesville Development Authority
- Bartlesville Redevelopment Trust Authority
- Bartlesville Water Resources Committee
- City Planning Commission
- Community Center Trust Authority
- Keep Bartlesville Beautiful
- Park Board
- Street and Traffic Committee
- Tax Incentive District Review Committee

Name

Meral Jones

Residential Address

6009 Baylor Drive
Bartlesville, OK 74006
Map It

Home Phone

(719) 248-9554

Work Phone

(719) 248-9554

Cell Phone

(719) 248-9554

Email

My community involvement has truly been a lifelong commitment, with my most formal and sustained community-organizing experience beginning in 2016. What motivates me most about continuing that involvement in Bartlesville is the opportunity to help create a stronger cycle of young people who are invested in their community, see opportunities for themselves here, and grow into the next generation of local leaders.

As a teacher at Madison Middle School, where I teach 7th and 8th grade Math and Science and serve as a Leader in Me teacher, I see firsthand the tremendous creativity, intelligence, leadership potential, and desire to make a difference that young people possess. I believe we have an opportunity to connect students more intentionally with the community beyond the school building—giving them opportunities to work alongside local businesses, civic organizations, nonprofits, government, and community leaders to address real challenges through meaningful changemaking projects.

I would love to help build stronger bridges between our schools and the broader Bartlesville community so that young people don't just learn about leadership and civic responsibility, but actually experience themselves as capable contributors to their community. I believe this can help create a cycle where young people become invested in Bartlesville, develop relationships and purpose here, and ultimately become the leaders, entrepreneurs, professionals, parents, and community members who continue strengthening the place they call home.

From 2016 to the present, I have continued to engage in community leadership, organizing, education, sustainability, entrepreneurship, and service. I worked professionally as a community organizer for a nonprofit organization for approximately three years, helping organize community members around local issues and supporting efforts to place initiatives on the ballot for community vote. Since that time, I have continued to share that experience through trainings and by helping others develop community-organizing, leadership, facilitation, and collaborative problem-solving skills.

My community involvement has also included mediation, grant writing, organizational development, leadership coaching, sustainability initiatives, and educational programming. I have consistently found myself in roles where I help people with different perspectives come together, understand one another, identify common ground, and find solutions—even when tensions are high.

My engineering background has been particularly valuable in this work because it gives me the ability to understand complex technical systems while also communicating with people who may approach an issue from very different perspectives. I often find myself serving as a bridge between technical, business, educational, community, and purpose-oriented perspectives. I naturally tend to look at both the individual needs of the people involved and the larger system they are operating within.

My educational involvement spans many years through both higher education and K–12 education. I taught engineering and sustainability at the university level and helped establish sustainability programming connected to Mechanical Engineering, Sustainable Development, and Industrial and Systems Engineering leadership education. I also participated in hands-on LEED certification efforts on two university campuses.

For several years, I have also been the founder and CFO of Level Up Cowork & Creation Center in Colorado, a community-focused organization centered on work, wellbeing, connection, and community building. Through this work, I have helped develop community programming, partnerships, collaborative spaces, wellness initiatives, and organizational systems designed to bring people together.

I completed the Bartlesville Citizens Academy and am now looking to deepen my involvement through board service. As a mother of three and an educator, I am deeply invested in creating a thriving community for families and young people. I also bring a regional perspective through my connections in Oklahoma and Colorado, my home state, and I see opportunities for communities to learn from and support one another across state lines.

I am excited to continue this lifelong commitment through service to Bartlesville. I hope to contribute not only my professional experience, but also my ability to connect people, translate across perspectives, facilitate solutions, and help create opportunities for the next generation to become genuinely invested in the community they call home.

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

I have intentionally applied to multiple boards and committees because I am genuinely open to learning where my experience, perspective, and time could be most valuable to Bartlesville. I would welcome guidance and feedback from City leadership about which board or committee has the greatest current need and where I could make the most meaningful contribution.

I would like to see the board/committee not only address the immediate needs within its area of responsibility, but also help Bartlesville think boldly and collaboratively about the community we want to become over the next several decades.

One principle that has strongly influenced my approach to leadership is "begin with the end in mind." Endeavor 2045 gives Bartlesville an important framework for imagining and planning for our future, but I believe we can also begin asking an even

Agenda Item 7.b.ii.
October 26, 2026
Prepared by Holly Mayhew
Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Reappoint Andrew Oleson to the Park Board for his second full three-year term.

Attachments: None

II. STAFF COMMENTS AND ANALYSIS

Andrew Oleson was originally appointed in November of 2023. That term expires November 2026. Mr. Oleson has been a committed and diligent member of the Park Board and has indicated his interest in continuing to serve.

III. RECOMMENDED ACTION

Reappoint Andrew Oleson to the Park Board for his second full three-year term.

Agenda Item 7.c.i.
November 2, 2026
Prepared by Rachel D Showler, HR
On behalf of Robin Betts, HR

Human Resources Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Appointment of Rachel D Showler to serve as the Authorized Agent for the City of Bartlesville's Defined Benefit and Defined Contribution Retirement Plans administered through the Oklahoma Municipal Retirement Fund.

Attachments:

- Authorized Agent Notification Form for the Defined Benefit Plan and Defined Contribution Plan.
- Authorized User Notification Form removing Karen M Tanner as an Authorized Agent for the Defined Benefit Plan and Defined Contribution Plan.

II. STAFF COMMENTS AND ANALYSIS

Robin Betts has been serving as the City of Bartlesville's Authorized Agent since her appointment as Human Resources Director in January of 2025. Her role as HR Director has transitioned to Rachel D Showler as of September 8, 2026. The execution of these documents will allow Ms. Showler to perform the functions her new duties dictate.

III. BUDGET IMPACT

This has no impact on the budget.

IV. RECOMMENDED ACTION

Staff recommends that City Council execute the documents that will allow Ms. Showler to maintain and update our Retirement Plans as laws change, to enroll new employees, to sign off on employee retirements as the plan administrator, employee non-vested payouts and to update the plan as needed.

OKLAHOMA MUNICIPAL RETIREMENT FUND

Oklahoma Municipal Retirement Fund

AUTHORIZED AGENT NOTIFICATION FORM

AUTHORIZED AGENT DESIGNATION PROCESS

An Authorized Agent shall be designated in writing by the Plan's Retirement Committee (governing body) and shall act as the agent of the Employer in matters pertaining to the Plan and the Fund to centralize in one person the local administration and coordination of Plan activities including contribution and payroll information, forms and applications for Plan participants and to assist Participants, the Employer and Committee regarding Plan matters. Please refer to the Authorized Agent Role and Responsibilities section of this form or the plan document for specific duties.

If you, as Authorized Agent, want to designate another Authorized Signer (please complete a Notice of Authorized Signer).

AUTHORIZED AGENT INFORMATION (Please print clearly using black or blue ink)

NAME OF MUNICIPALITY OR ENTITY: City of Bartlesville

FEDERAL TAX ID NUMBER: 73-6005079

APPROVED AUTHORIZED AGENT: Rachel D Showler

TITLE: HR Director

AUTHORIZED AGENT SIGNATURE: _____

EFFECTIVE DATE: 11/01/2026

MAILING ADDRESS: 401 S Johnstone Ave, Bartlesville OK 74003

PHONE NUMBER: (918) 338-4277 FAX NUMBER: (918) 338-4279

EMAIL ADDRESS: rdshowler@cityofbartlesville.org

AUTHORIZATION

The undersigned hereby certifies that the foregoing information was introduced before the _____

(governing body) of _____ Oklahoma and was duly approved on the ____ day of _____, 20 ____

City of _____

By: _____

Title: _____
(Mayor or Chairman)

_____ _____

Date Seal City Clerk

PLEASE CONTINUE TO PAGE 2 FOR AUTHORIZED AGENT'S ROLE AND RESPONSIBILITIES DEFINITION

AUTHORIZED AGENT ROLE AND RESPONSIBILITIES

EXCERPT FROM SECTION 9.1 (b) OF THE MASTER DEFINED BENEFIT PLAN

Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund the "Fund") in matters pertaining to the Plan and the Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Fund for management and investment;
(2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the Fund;
(3) to lend assistance to Participants and Beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Fund and to forward such communications to the addressees;
(4) to keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;
(5) to assist the Committee in determining whether Employees are eligible for participation in the Plan;
(6) to certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and
(7) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

EXCERPT FROM SECTION 10.1 (b) OF THE MASTER DEFINED CONTRIBUTION PLAN

Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund the "Fund") in matters pertaining to the Plan and the Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Fund for management and investment;
(2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the Fund;
(3) to lend assistance to Participants and Beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Fund and to forward such communications to the addressees;
(4) to assist the Committee in determining whether Employees are eligible for participation in the Plan;
(5) to certify at the direction of the Committee that a Participant is on an authorized leave of absence, paid or unpaid; and
(6) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

OKLAHOMA MUNICIPAL RETIREMENT FUND

Oklahoma Municipal Retirement Fund

AUTHORIZED USER NOTIFICATION FORM

AUTHORIZED USER DESIGNATION PROCESS

This form allows the Authorized Agent (AA) to designate another person as an Authorized User (AU). The Authorized User will also be listed as an alternate form of contact for any questions that OkMRF may have regarding the Plan(s).

Defined Contribution: The Authorized User will be granted unique access to Sponsor Web for purposes of administering the Plan(s).

AUTHORIZED AGENT (AS APPOINTED BY THE GOVERNING BODY) (Please print clearly using black or blue ink)

NAME: Rachel D Showler

PHONE: (918) 338-4277

EMAIL: rdshowler@cityofbartlesville.org

PLAN(s): City of Bartlesville
NAME OF MUNICIPALITY OR ENTITY

PLAN NUMBER(s): 454024, 454491, 454492
DC ONLY

AUTHORIZED USER INFORMATION (Please print clearly using black or blue ink)

PLEASE SELECT ONE: ☐ ADD USER ☒ DELETE USER

NAME: Karen M Tanner

PHONE:

EMAIL: N/A

PLAN(s): City of Bartlesville
NAME OF MUNICIPALITY OR ENTITY

PLAN NUMBERS(s): 454024, 454491, 454492
DC ONLY

AUTHORIZATION

I Rachel D Showler (AA name), as Authorized Agent for City of Bartlesville

_____ (Plan Names) have been designated to act as the agent of the Employer(s) in matters pertaining to the Plan(s) and the fund. I understand that it is my responsibility to notify OkMRF of any additions or deletions of Authorized Users.

SIGNATURE OF AUTHORIZED AGENT: _____

PLEASE RETURN THIS FORM TO OkMRF
MAIL: 1001 NW 63rd, SUITE 260, OKLAHOMA CITY, OK 73116
EMAIL: GCUDJOE@OKMRF.ORG
FAX: (405) 606-7879

Agenda Item 7.c.ii.
Date: November 2, 2026
Prepared by Kiley Cortez,
Director of Public Library

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to sign concluding documents from an Oklahoma Department of Libraries (ODL) grant to reimburse expenses from the Association of Rural and Small Libraries conference.

Attachments: Claim Form
Certification Form

II. STAFF COMMENTS AND ANALYSIS

This grant was approved by Council in August, and the claim form and certification are required for distribution of funds. This ODL grant will reimburse the City $2,265.45 for travel and training costs incurred from sending the Youth Services Librarian to the Association of Rural and Small Libraries conference September 17-19 2026.

III. BUDGET IMPACT

There is no impact to the current budget.

IV. RECOMMENDED ACTION

Staff recommends authorization of the Mayor to sign the required concluding documents.

OMES FORM 3
(Revised 12/2012)

STATE OF OKLAHOMA
Notarized Claim Voucher And Disbursements of Payroll Withholdings

AGENCY BUSINESS UNIT	43000

FOR AGENCY USE: PRODEV 400-26
PO: 4309003675 LN 2
VID: 76857 LOC: 6

OBJECT ACCOUNT	AMOUNT	OBJECT ACCOUNT	AMOUNT
555110	$ 2,265.45		

TOTAL AMOUNT	$ 2,265.45
OSF-AUDITED BY:	

CLAIM OF:
City of Bartlesville
Bartlesville Public Library
600 S Johnstone
Address: Bartlesville, OK 74003

FOR
$2,265.45
AGAINST
Agency, Bd.,
Comm., Dept.: OK Dept of Libraries

ASSIGNMENT

I hereby assign this claim to

and authorize the State Treasurer to issue a warrant in payment to said assignee.

Claimant Signature

Date

DATE	ITEM	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT CLAIMED	OBJECT ACCOUNT
9/19/2026			Travel reimbursement grant to attend the Association of Rural and Small Libraries Conference in Montgomery, AL on September 17-19, 2026. Attendee: Jessica Callahan Budget Ref.: 27 Department: 2000001 CFDA: 453100000		$ 2,265.45	555110

THIS SECTION IS NOT REQUIRED FOR WITHHOLDING PAYMENTS- EXCEPT FOR WITHHOLDING REFUNDS

TOTAL AMOUNT APPROVED 2,265.45

The undersigned contractor, vendor, individual, or duly sworn agent, of lawful age, upon oath says that this claim is true and correct. Affiant further states that the work, services, or materials as shown by this claim have been completed or supplied in accordance with the plans, specifications, orders, requests, and all other terms of the contract. Affiant also states that any refunds represented by this payment are due. (NOTE: Claimant signature only for payroll withholding refunds)

James S. Curd, Jr., Mayor, Claimant

State of Oklahoma County of _____

Subscribed and sworn before me on _____, _____.

My Commission expires _____, _____.

Notary Public (or Clerk or Judge) _____

Department Supervisor's Approval Signature
(If required)

Date

Agency, Bd.,
or Div. Use

Natalie Currie
Director

OKLAHOMA Department of Libraries

J. Kevin Stitt
Governor

Subrecipient Name: Bartlesville Public Library

Grant: PRODEV ARSL FFY26

Payment Request

"I certify to the best of my knowledge and belief that the information provided is true, complete, and accurate. I understand that giving false or misleading information—or leaving out important facts—may result in criminal, civil, or administrative penalties under U.S. law."

James [illegible] Curd Jr., Mayor

Signature: _____

Date: _____

Agenda Item 7.c.iii.
November 2, 2026
Prepared by Kiley Cortez,
Library Director

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

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

Attachments: Health Literacy Grant Contract No: F-27-044
Certification
Claim Form

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Public Library is proud to receive this grant again this year. These grant monies enable the Literacy Department to schedule and coordinate a variety of health and wellness programs for the Bartlesville Community. There are weekly exercise classes including Tai Chi, Yoga, Chair Yoga, Zumba, Dance & Define, Rev + Flow, and Pound. The Literacy department also uses this grant to fund a variety of cooking demonstrations, mental & physical health discussions, and nutrition programs.

III. RECOMMENDED ACTION

Staff recommends City Council approval of this contract.

CONTRACT
BETWEEN OKLAHOMA DEPARTMENT OF LIBRARIES
AND CITY OF BARTLESVILLE

I. CONTRACTING PARTIES

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

II. TERM OF THE CONTRACT

This Contract shall begin on the date of execution and shall terminate on October 31, 2027.

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

III. OBLIGATIONS OF THE SUBRECIPIENT

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

The Subrecipient shall:

a. Use grant funds to achieve goals and outcomes described in the approved project proposal.
b. Partner with a minimum of one community organization in the implementation of grant activities.
c. Publicize the grant, partnerships, and project activities across a minimum of three formats and/or community partners. Include acknowledgements using the provided language on any publications or presentations resulting from participation in the grant.
d. Collect participant feedback of gains in knowledge and understanding using the survey provided in each program offered through this grant.
e. Exchange ideas and best practices through engaging in ODL-hosted meetings.
f. Agree to the *LSTA Certifications and Assurances*. A signed copy must be on file at the Department.
g. Complete all project activities and expend grant funds by June 30, 2027.

h. Submit a final project report. Final Reports will be completed in two parts.
   i. Expenses. An Expense Report template will be provided, and a detailed, itemized report will be due July 15, 2027.
   ii. Narratives. Due August 31, 2027, this portion includes the following:
      - Narrative responses;
      - The Programs & Statistics Report;
      - A minimum of two photos, flyers, or newspaper articles reflecting the project activities; and
      - A minimum of one quote from a participant of the project activities.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

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

V. PROJECT FUNDING

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

a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract.
b. Grant funds may not be used for entertainment, refreshments, or giveaways.
c. Any deviations from the approved budget must be approved by the Department in writing.
d. Subrecipient will sign, notarize, and submit to the Department a claim form not later than December 20, 2026. Failure to timely submit said notarized claim form may result in non-payment of the request.
e. Payment will be made via electronic deposit within 45 days of receipt of the notarized claim form and the availability of federal funds.

VI. GENERAL PROVISIONS

a. Notices

   Any notices to be given herein shall be sent by depositing such notice with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Notice shall be deemed effective upon receipt or refusal of delivery.

Either party may at any time designate any other address by giving written notice to the other party.

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

As to the Subrecipient:
Bartlesville Public Library Literacy Services
Attn: Kiley Roberson
600 South Johnstone Avenue
Bartlesville, OK 74003

b. No Grant of Authority
Nothing herein shall be construed as conferring upon Subrecipient the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Subrecipient agrees not to assume or incur any such liability without the prior written consent of the Department.

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

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

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

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

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

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

Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Subrecipient's premises during normal business hours at no additional cost. The Subrecipient further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. Subrecipient is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following the completion or termination of this Contract. If a claim, audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

VIII. VENUES AND APPLICABLE LAW

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

IX. ADDITIONAL REQUIREMENTS

a. It is expressly agreed that the Subrecipient under this contract is an independent entity and under no circumstances shall any owners, officers, employees or volunteers of the Subrecipient be considered employees of the Department or the State of Oklahoma. The Subrecipient is responsible for all types of claims due to its volunteers, employees, or any third parties. The Subrecipient will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Subrecipient's, or any of the Subrecipient's employees' or volunteers' performance, including, but not limited to, the use of automobiles or other transportation.
b. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of the Subrecipient under this contract, including, but not limited to, the rules and guidance as applicable found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR § 200 and 2 CFR § 3187.
c. All publicity related to the grant award must include acknowledgment of the Institute of Museum and Library Services in accordance with IMLS Acknowledgement Requirements and the Oklahoma Department of Libraries. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient shall provide the Department with one set of all public relations materials produced under this grant with the Final Report, with the submission of invoices and receipts, or upon request.
d. The Department may terminate this Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In

the event of such inefficiency, Subrecipient will be provided at least fifteen (15) calendar days' written notice of termination. The determination by the Department of insufficient funding shall be accepted by, and shall be final and binding on, the Subrecipient. Subrecipient shall immediately comply with notice terms upon receipt of notice and shall take all necessary steps to minimize the incurrence of costs affected by the notice. If an order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve the obligation to pay for the product or service, but there shall not be any liability for further payments or damages caused by or associated with such termination. The Department's exercise of its right to terminate under this provision shall not be considered a default or breach under the Contract or relieve the Subrecipient of any liability for claims arising under this Contract.

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

X. AMENDMENTS

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

XI. ENTIRE CONTRACT

This instrument, consisting of seven pages, and including the *LSTA Certifications and Assurances* as incorporated herein, constitutes the entire Contract between the Parties. All oral or written agreements

between the Parties relating to the subject matter of this Contract, if any, have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

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

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

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

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

SIGNATURES

On behalf of the Subrecipient:	On behalf of the Department:
Kiley Roberson, Director	Natalie Currie, Executive Director
Typed name and title of signor	
Signature	*Signature*
Date	*Date*
Jim Curd, Jr.	
Typed name of Authorizing Official	
Mayor	
Title	
Signature	
Date	

FOR USE BY THE OKLAHOMA DEPARTMENT OF LIBRARIES
Assurances: HEALTH 400-26 is encumbered for this Contract

Lead Officer: _____ Date: _____

COGO: _____ Date: _____

Natalie Currie
Director

OKLAHOMA Department of Libraries

J. Kevin Stitt
Governor

Subrecipient Name: Bartlesville Public Library

Grant: HEALTH FFY26

Payment Request

"I certify to the best of my knowledge and belief that the information provided is true, complete, and accurate. I understand that giving false or misleading information—or leaving out important facts—may result in criminal, civil, or administrative penalties under U.S. law."

Name: Jim Curd, Jr.

Signature: _____

Date: _____

Oklahoma Department of Libraries, 200 Northeast 18 Street, Oklahoma City, Oklahoma 73105–3205
Telephone Number (405) 521–2502 FAX (405) 525–7804
libraries.ok.gov digitalprairie.ok.gov

OMES FORM 3
(Revised 12/2012)

STATE OF OKLAHOMA
Notarized Claim Voucher And Disbursements of Payroll Withholdings

AGENCY BUSINESS UNIT	43000

FOR AGENCY USE: HEALTH 400-26
PO: 4309003679
VID: 76857 LOC: 6

CLAIM OF:
City of Bartlesville
Bartlesville Public Library Literacy Services

Address: 600 South Johnstone Avenue
Bartlesville, OK 74003

OBJECT ACCOUNT	AMOUNT	OBJECT ACCOUNT	AMOUNT
555110	$ 5,000.00		
	TOTAL AMOUNT		$ 5,000.00

FOR
$5,000.00
AGAINST
Agency, Bd.,
Comm., Dept.: OK Dept of Libraries

ASSIGNMENT

I hereby assign this claim to

and authorize the State Treasurer to issue a warrant in payment to said assignee.

Claimant Signature

Date

OSF-AUDITED BY:

DATE	ITEM	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT CLAIMED	OBJECT ACCOUNT
8/1/2026			Health Literacy Grant FFY26		$ 5,000.00	555110
			Budget Ref.: 27 Department: 2000002 CFDA: 453100000			

THIS SECTION IS NOT REQUIRED FOR WITHHOLDING PAYMENTS- EXCEPT FOR WITHHOLDING REFUNDS

TOTAL AMOUNT APPROVED $5,000.00

The undersigned contractor, vendor, individual, or duly sworn agent, of lawful age, upon oath says that this claim is true and correct. Affiant further states that the work, services, or materials as shown by this claim have been completed or supplied in accordance with the plans, specifications, orders, requests, and all other terms of the contract. Affiant also states that any refunds represented by this payment are due. (NOTE: Claimant signature only for payroll withholding refunds)

Claimant

State of Oklahoma County of _____

Subscribed and sworn before me on _____, _____.

My Commission expires _____, _____.

Notary Public (or Clerk or Judge) _____

Department Supervisor's Approval Signature
(If required)

Date

Agency, Bd.,
or Div. Use

Agenda Item 7.c.iv.
October 23, 2026
Prepared by Terry Lauritsen
Water Utilities Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of an on-demand contract not to exceed $100,000 with B-Town Construction for the installation and decommissioning of water distribution lines of various sizes.

Attachments:
Contract

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

One of the City's most pressing needs in water distribution is the replacement of water lines that have exceeded or are nearing the end of their service life. The City's water distribution system consists of approximately 312 miles of water line. Of this total, 90 miles are more than 50 years old. Given that the typical service life of water pipe ranges from 50 to 100 years, roughly one-third of the City's water system is now in the latter portion of its useful life.

Over the past five years, the water system has experienced a steady increase in the number of line breaks, indicating the growing need for infrastructure renewal. The City's original plan was for staff within Water Distribution to perform the majority of the line replacements. However, maintaining adequate staffing levels has been a consistent challenge, with the department operating at approximately 30% below full staffing for the past five years.

Due to aging infrastructure and limited internal staffing capacity, staff recommends contracted services for water line work. To enhance flexibility and efficiency, staff proposes establishing an on-demand contract that allows for water line work as needed, with a cap of $100,000 or a duration of six months, whichever occurs first. This contracting approach has proven successful and was initially approved by the City Council in November 2025, with a subsequent contract approved in May 2026.

Because of their extensive experience and familiarity with the City's standards and procedures, B-Town Construction was asked to submit a proposal for the installation of water lines of various sizes and depths, with the City providing all materials (pipe, fittings, rock, concrete, etc.). This contract method will be capped at $100,000 or 6 months, whichever comes first. The contract is attached for your review.

Funding for these improvements will be provided through the Water Distribution Capital Fund.

III. BUDGET IMPACT

$405,005 is available for water system improvements. The proposed cost of these on-demand services will be capped at $100,000, which is within the available budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the contract with B-Town Construction for on-demand services for water line replacement.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 2nd day of November, 2026, by and between B-Town Construction hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

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

1. SCOPE OF WORK. The project shall include all labor, equipment, and expense necessary to install and decommission water lines of various sizes as requested by the Director of Water Utilities. The City shall furnish all material (pipe, fittings, restraints, gravel, and paving materials) to facilitate the work.

2. TIME OF COMPLETION. NOT APPLICABLE FOR THIS CONTRACT.

3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the unit pricing established in the Bid Proposal Form as attached. The unit pricing shall be valid for a period not to exceed six months with the overall total of work not exceeding $100,000.

4. ACCEPTANCE AND PAYMENT. Payment will be made by the City upon completion and acceptance of the work by the Director of Water Utilities, subject to the provisions of Paragraph 11 and 14 of the General Conditions. Partial payments will be allowed based on percent of work complete at the time of request.

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS. The Contract includes the Agreement and its General Conditions, and any additional written directives from the Engineer. The intent of these documents is to include all labor, 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 Director of Water Utilities or other designated administrative official of the City of Bartlesville.

3. EQUIPMENT, EMPLOYEES. Except as otherwise noted, the Contractor shall provide and pay for all labor, tools, power, and other items necessary to complete the work. Workmanship shall be of superior quality and acceptable to the City. All workers shall be skilled in their trades.

4. SURVEY, PERMITS AND REGULATIONS. The City will furnish all surveys and layouts unless otherwise specified. Easements and rights-of-ways will be secured and paid for by the City. The Contractor shall comply with all laws and regulations applicable to the work

and shall notify the City if the drawings or specifications are at variance therewith.

5. 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 unit prices in the Bid Proposal Form and the actual completed construction progress as determined by the City. 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 Director of Water Utilities shall be the City's representative and shall have the authority to stop or suspend the work as necessary. All work shall be done to his satisfaction. Determination of final acceptance shall be by the Engineer. He shall certify to the City when payment under the contract is due and the amount to be paid. He shall make final decision on all claims by the City and Contractor.

16. 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

Martin Perez

Mayor, James S. Curd, Jr.

Contractor

Attest

BID PROPOSAL FORM

This shall be a unit price, on-demand contract for the installation and decommissioning of water distribution lines of various sizes within the City's water distribution system.

The City shall furnish all pipe, fittings, restraints, concrete, gravel, paving materials (concrete and asphalt), and lab testing to facilitate the work.

The Contractor shall be responsible for providing all labor, equipment, and tools necessary to:

- Install and connect water lines of various sizes;
- Pressure test and disinfect newly installed lines to ensure they meet bacteriological safety standards;
- Install paving for alleys. streets, curbs, sidewalks and/or driveways;
- Coordinate with City staff for scheduling of taps and testing.

Item	Description	Unit	Unit Price
1	Install 1.5” to 6” water mains up to 5 feet in depth including fittings, valves, connections and restraints	LF	$40
2	Install 1.5” to 6” water mains between 5 feet to 8 feet in depth including fittings, valves, connections and restraints	LF	$45
3	Install 1.5” to 6” water mains between 8 feet to 10 feet in depth including fittings, valves, connections and restraints	LF	$50
4	Install 8” to 12” water mains up to 5 feet in depth including fittings, valves, connections and restraints	LF	$50
5	Install 8” to 12” water mains between 5 feet to 8 feet in depth including fittings, valves, connections and restraints	LF	$55
6	Install 8” to 12” water mains between 8 feet to 10 feet in depth including fittings, valves, connections and restraints	LF	$60
7	Bore and install up to a 6” water main or casing	LF	$150
8	Bore and install between an 8” to 12” steel casing pipe	LF	$200
9	Bore and install between an 14” to 18” steel casing pipe	LF	$200
10	Install short side service tap from ¾” to 2”, which includes up to 12 feet of service line installation	EA	$900
11	Install long side service tap from ¾” to 2”, which includes up to 40 feet of service line installation	EA	$1400

BID PROPOSAL FORM

Item	Description	Unit	Unit Price
12	Sawcut and remove pavement	LF	$3.00
13	Install concrete paving	SF	$18
14	Pressure testing and disinfection of water main	EA	$1000
15	Mobilization for each project	EA	$2500
16	Connect to existing water mains for each project	EA	$2500
17	Sod Installation (City provides sod)	SF	$3.00
18	Sodding (contractor provide and install sod)	SF	$5.00

Name and Address of Bidder: B Town Construction, LLC

5225 Woodland Rd

Bartlesville, OK 74006

Telephone No.: 918-814-6463

Contact Person: MARTIN PEREZ

Title: MANAGER

Agenda Item 7.c.v.
11/02/2026
Prepared by Mike Richardson. Airport Director
Bartlesville Municipal Airport

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Renew rental agreement with Bottleless Nation (formerly: Artesian Water) for one filtered water cooler to continue use in the terminal lobby. Term: 3 yr. lease

Attachments:

Artesian Agreement

II. STAFF COMMENTS AND ANALYSIS

Routine filter changes and maintenance performed by Bottleless Nation..

III. BUDGET IMPACT

$47.00 monthly or $564.00 Annually

IV. RECOMMENDED ACTION

Staff recommends entering into a lease with Bottleless Nation for one filtered water machine.

BOTTLELESS NATION

CUSTOMER SATISFACTION GUARANTEE

This warranty covers all water and ice purification systems serviced by Bottleless Nation per the attached rental agreement.

Bottleless Nation will provide all service and support for the system(s) during the entire rental period, including the following items:

- All Service Calls
- All Parts
- All Labor (including travel)
- All Required Filter Changes

Our Preventative Maintenance Program will strictly follow manufacturer guidelines for system sanitization intervals. If repairs cannot be made, Bottleless Nation will replace the equipment with another model of equal or greater capabilities at no additional cost to the customer.

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

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

Customer

Signature: _____

Print Name: _____

Title: _____

Date: _____

BN Representative

Signature: Jessica Redcorn

Print Name: Jessica Redcorn

Date: 10/22/2020

Reference #: _____

Items Not Included:

- Water Only Preventative Program - $129.00 each
- Water/Ice Preventative Program - $199.00 each
- Industrial Ice/KUPA Bi-Annual Preventative Program - $250.00 each
- Equipment Relocation - $195.00 each
- CO2 Exchange, Other - $119.00
- CO2 Exchange, KUPA - $195.00

BOTTLELESS NATION
RENTAL AGREEMENT

7402 E 90th St
Indianapolis, IN 46256
(866) 627-6970

CUSTOMER INFORMATION

Company Full Legal Name: City of Bartlesville dba Bartlesville Municipal Airport

Contact: Mike Richardson Phone#: 918-350-0076 Ext: _____

Equipment Location Address: 401 NW Wiley Post Rd

City, State, Zip: Bartlesville, OK 74004

Email: msrichardson@cityofbartlesville.org TIN#: _____

RENTAL TERM	MONTHLY PAYMENT	BILLING FREQUENCY	SPECIAL INSTRUCTIONS
36 mos	$$47.00 PLUS TAXES	☐ ANNUALLY ☐ QUARTERLY ☐ MONTHLY	

EQUIPMENT SCHEDULE

1 - M-3000. - $47

SEE ATTACHED EQUIPMENT SCHEDULE, IF APPLICABLE.

ACCOUNT SET UP FEES

INSTALLATION FEES

$ _____/UNIT=$0.00

OTHER FEES* = $ —

*

AGREED AND ACCEPTED BY:

CUSTOMER

_____
AUTHORIZED SIGNATURE

_____
NAME PRINTED

_____
TITLE

_____
DATE

DISTRIBUTOR

Jessica Redcorn
AUTHORIZED SIGNATURE

Jessica Redcorn
NAME PRINTED

Director of Tribal Relations
TITLE

10/22/2026
DATE

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

BOTTLELESS NATION
onebn.com

118694
TRANSACTION NUMBER (INTERNAL USE)

pure water partners
POWERED BY: BOTTLELESS NATION

Agenda Item 7.c.vi.
November 2, 2026
Prepared by Kelli Williams, CCO
Communications Division

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve a contract renewal with Polco (Policy Confluence) Inc., for survey services.

Attachments:
Master Services Agreement with Polco Inc.

II. STAFF COMMENTS AND ANALYSIS

Polco Inc. is a digital engagement platform that works to gather critical information from community stakeholders, assess their needs and monitor resident satisfaction and government performance. The platform includes three modules: Track, Engage, and Assess.

A need for these services was identified in the planning process of the Bartlesville NEXT Strategic Plan and is outlined as an objective to help gauge public perception of City performance, services and programs, and to provide insight to the City Council and staff in making alterations to existing services and planning the City's future.

Polco's National Community Survey (NCS) program provides statistically valid results utilizing postcard mailings to approximately 3,500 randomly selected households within the community. NCS starts from a base of questions that ask respondents about the quality of local government services. The overall focus is on community livability, so other questions relate to the characteristics of the community that contribute to quality of life, as well as residents' experiences and engagement in community life. The level of standardization of this survey product makes it possible to provide benchmark comparisons for each standard item. Some customized questions are permitted as well.

This is a contract renewal that was initially approved in September 2024. The first survey was conducted in spring 2025.If approved, the updated survey will be conducted in spring 2027. Additional information regarding results of the previous survey is available at Citizens express confidence in safety, services | City of Bartlesville

III. BUDGET IMPACT

The cost for this service is $26,000, for a subscription term of 24 months.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of agreement with Polco Inc.

Polco

Amendment No.1 to Polco Subscription Agreement | Bartlesville, OK

Agreement. This Renewal Order Form ("Renewal") serves as an amendment to the Subscription Agreement (the "Agreement") between Policy Confluence, Inc. ("Polco") and the City of Bartlesville, an Oklahoma Municipality ("Customer"), originally effective on August 20th, 2024. Unless expressly defined herein, all other terms and conditions of the Agreement remain in full force and effect.

The parties hereby agree the total cost of this 24-month Renewal Term will be $26,000, and the billing schedule will follow the table below:

Invoicing Schedule		
Invoice Date	**Due Date**	**Amount**
Invoice #1: Upon kicking off the 2027 National Community Survey.	Net 30	$26,000

All payments are due in U.S. Dollars and subject to the terms of the Agreement.

Services. Polco shall provide only those services expressly described in the scope of work set forth in Schedule B attached hereto and incorporated by reference (the "Services"). No additional services, functionality, or deliverables are included in this Renewal unless specifically agreed to in a mutually executed written amendment. All Services are subject to and governed by the terms and conditions of the Agreement.

City of Bartlesville	**POLCO**
Signature Date	Signature Date
Printed Name / Title	Printed Name / Title

Schedule B

Polco Engage + Assess Module - The National Community Survey All Polco **Engage** features are available to you during your subscription term to engage with your target audiences. Respondents answer questions via Polco's civic surveying and engagement platform which includes real time results and the option to have respondents verified against voter lists. As participants respond they become part of your community's digital panel available for follow up questions, surveys, polls, and other engagement. The **Assess** Module includes 1 benchmark survey per contract period. Your online report will include comparisons to our National Benchmarks, and demographic and geographic comparisons (if response is sufficient by subgroup). Our customer success team will guide your benchmark survey process to ensure smooth implementation. A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure statistically significant response and results. We will use statistically appropriate methodologies to garner community-wide representativeness with approximately a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the client will be asked to participate in outreach efforts with guidance on best practices from Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable). ● **3,500 Household Sample Size (PC-Svy Methodology)**	**$20,000**
Half Page of Custom Questions We recognize that while you are making this larger effort to get input from your residents you may want to add a few custom items.	**$3,000**
Remote Presentation of Results A senior Polco staff member will make one presentation of survey results to staff, Council, Boards, or other appropriate groups. This will be conducted on Zoom or another appropriate technology (that is feasible for both parties and suits the purpose). For this presentation, we use Microsoft® PowerPoint or Google Slides as a visual aid and a copy of the slideshow is shared with your staff for internal use.	**$3,000**
	Total: $26,000.00

Agenda Item 7.c.vii.
November 2, 2026
Prepared by Chuck Collins
Engineering Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approve short form contract with Double C Construction to clear, remove, and dispose of all trees and brush along Turkey Creek in the Eastland Shopping Center.

Attachments:
Short Form Contract and Contractor Quotes

II. STAFF COMMENTS AND ANALYSIS

One of the projects included in the FY 25-26 Capital Budget funded by the ½ Cent Sales Tax was to provide funding to clear the trees and brush along Turkey Creek in the Eastland Shopping Center. City staff have reached out to three contractors for quotes on the clearing project. Quotes were received from two contractors. Double C Construction and KSL provided quotes for the project. The quotes for the clearing project are as follows:

Double C Construction	–	$65,000.00
KSL Construction	–	$220,000.00

III. BUDGET IMPACT

The original budget for this project was $50,000, funded through the FY24-25 ½ Cent Sales Tax. The $65,000.00 price for the clearing project is $15,000.00 over the original budget. Staff has identified additional funding available in the Drainage Materials portion of Sales Tax revenue that can fund the remainder of the project.

IV. RECOMMENDED ACTION

Staff recommends awarding the short form contract for the Turkey Creek Clearing project to Double C Construction, for the in the amount of $65,000.00.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 2nd day of November, 2026, by and between Double C Construction hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

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

1. SCOPE OF WORK. The contractor shall provide all material, equipment, and labor necessary to clear (cut flush with the ground), remove and dispose trees and brush along Turkey Creek in the Eastland Shopping Center as shown in the attached exhibit.

2. TIME OF COMPLETION. The work shall be completed 60 days from the issuance of Notice to Proceed.

3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the quoted lump sum price totaling ($65,000.00). This contract price is based on the email quote sent on September 17, 2026. This contract amount may be amended by written agreement of the parties.

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, 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. SURVEY, PERMITS AND REGULATIONS. The Contractor will furnish all surveys and layouts unless otherwise specified. Final layout of improvements will be agreed upon by the contractor and City. Easements and rights-of-ways will be secured and paid for by the City. The Contractor shall comply with all laws and regulations applicable to the work and shall notify the City if the drawings or specifications are at variance therewith.

5. 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 {attached} 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 unit prices in the Proposal and the actual completed construction progress as determined by the Engineer. The making and acceptance of the payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens or from defective work appearing thereafter as provided in Paragraph 8, and of all claims by the Contractor except any previously made and still unsettled. Payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make materials or labor payments.

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.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

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, Jim Curd	Contractor

Turkey Creek Clearing - Eastland Shopping Center



10/23/2026, 4:39:25 PM

Water meters

WashingtonParcels

no_display_labelline

1:2,257

0 0.01 0.03 0.06 mi

0 0.02 0.04 0.09 km

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CIty of Bartlesville

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Double C Construction

Landon Minor
918-440-0702
918-440-8813
4674 NS 419 Rd
S Coffeyville, OK 74072

NAME OF JOB tree Job	DATE 9-16-2025
LOCATION Eastland shopping Center	TIME IN
	TIME OUT
	FUEL
MILEAGE	HELPER

QUANTITY	DESCRIPTION	AMOUNT
	Clear all trees + grass from turkey Creek Behind Chick-fil-A roughly 700yards	
	TOTAL	65000 00

Agenda Item 7.c.viii.
November 2, 2026
Prepared by Chuck Collins
Engineering Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approve short form contract with Double C Construction to clear, remove, and dispose of all vegetation and sediment from the drainage structure at Southport Drive and Highway 75.

Attachments:
Short Form Contract and Contractor Quote

II. STAFF COMMENTS AND ANALYSIS

This project was identified during the investigation of the conditions of the Turkey Creek drainage channel at Eastland Shopping Center as an additional project with similar scope. City staff have reached out to three contractors for quotes on the clearing project. Quotes were received from two contractors. Double C Construction and KSL provided quotes for the project. The quotes for the clearing project are as follows:

Double C Construction	–	$12,000.00
KSL Construction	–	$35,000.00

III. BUDGET IMPACT

There was not an original budget for this project as it was identified as an additional project during the investigation of the Turkey Creek drainage channel clearing project at Eastland Shopping Center. Staff has identified funding available in the Drainage Materials portion of Sales Tax revenue that can fund this project.

IV. RECOMMENDED ACTION

Staff recommends awarding the short form contract for the vegetation and sediment removal from the Southport Drive and Highway 75 drainage structure to Double C Construction, for the in the amount of $12,000.00.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 2nd day of November, 2026, by and between Double C Construction hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

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

1. SCOPE OF WORK. The contractor shall provide all material, equipment, and labor necessary to clear, remove and dispose of all vegetation and sediment from the drainage structure at Southport Drive and Highway 75 as shown in the attached exhibit.

2. TIME OF COMPLETION. The work shall be completed 60 days from the issuance of Notice to Proceed.

3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the quoted lump sum price totaling ($12,000.00). This contract price is based on the email quote sent on September 17, 2026. This contract amount may be amended by written agreement of the parties.

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, 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. SURVEY, PERMITS AND REGULATIONS. The Contractor will furnish all surveys and layouts unless otherwise specified. Final layout of improvements will be agreed upon by the contractor and City. Easements and rights-of-ways will be secured and paid for by the City. The Contractor shall comply with all laws and regulations applicable to the work and shall notify the City if the drawings or specifications are at variance therewith.

5. 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 {attached} 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 unit prices in the Proposal and the actual completed construction progress as determined by the Engineer. The making and acceptance of the payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens or from defective work appearing thereafter as provided in Paragraph 8, and of all claims by the Contractor except any previously made and still unsettled. Payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make materials or labor payments.

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.

CITY OF BARTLESVILLE
SHORT FORM CONSTRUCTION CONTRACT

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.

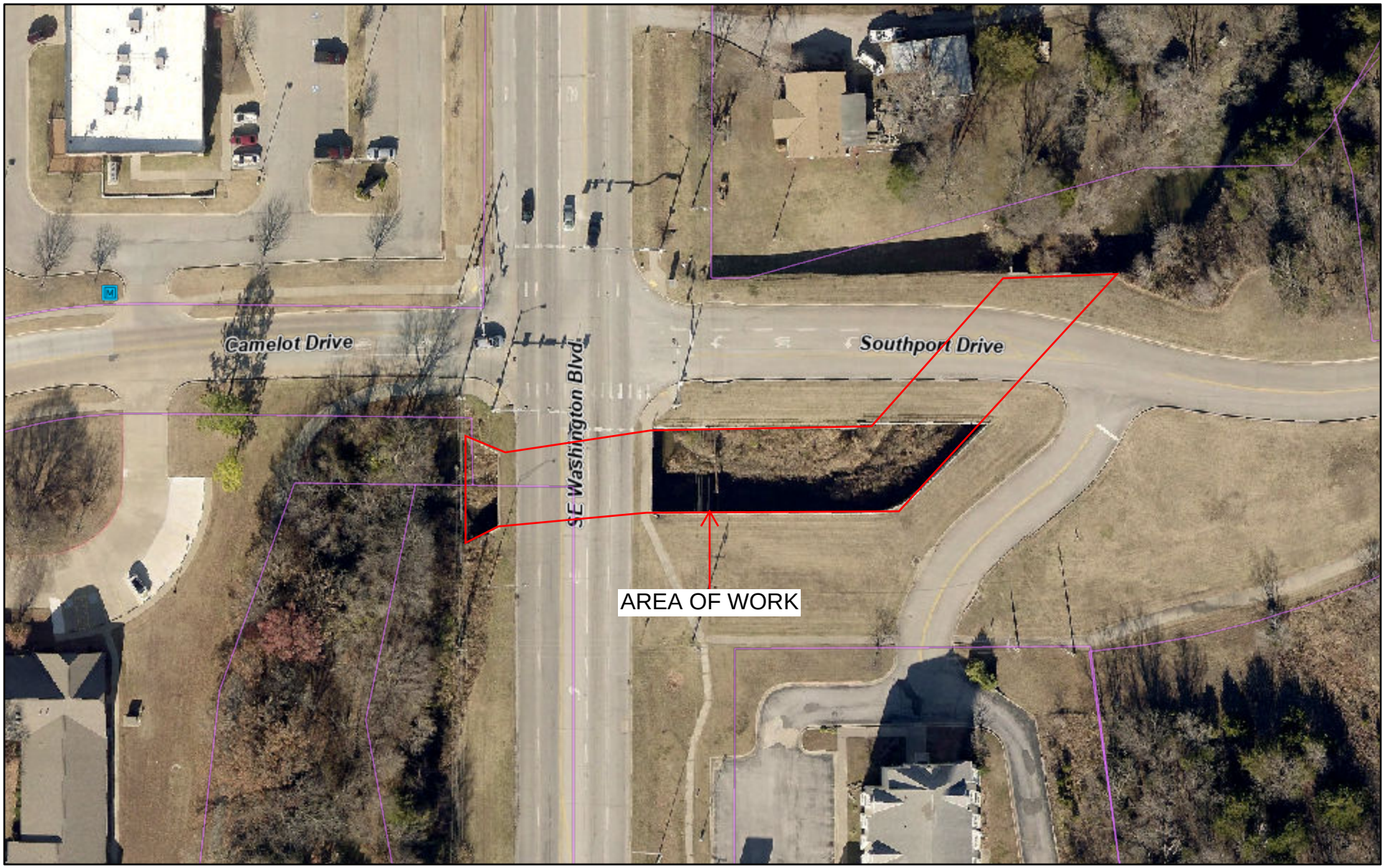
16. CLEANUP. The Contractor shall keep the premises free from waste material and rubbish, and at the completion of the work he shall remove from the premises all rubbish, debris, and surplus materials, and leave the site in a condition acceptable to the Engineer.

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

CITY OF BARTLESVILLE

Mayor, Jim Curd	Contractor

Drainage Structure - Southport Drive and Highway 75



10/23/2026, 4:20:33 PM

Water meters

WashingtonParcels

no_display_labelline

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

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CIty of Bartlesville

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Double C Construction

Landon Minor
918-440-0702
918-440-8813
4674 NS 419 Rd
S Coffeyville, OK 74072

NAME OF JOB Clean up Job

LOCATION South port dr

DATE 9-17-2024

TIME IN

TIME OUT

FUEL

MILEAGE

HELPER

QUANTITY	DESCRIPTION	AMOUNT
	Clean + remove all debris from Channel down to Concrete.	
	TOTAL	12,000 00

Agenda Item 7.c.ix.
October 26, 2026
Prepared by Micah Siemers
Engineering Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a design contract with BKL, Inc. for design services for the Fire Station No. 2 project.

Attachments:
BKL Design Contract

II. STAFF COMMENTS AND ANALYSIS

One of the priority projects planned for the 2023 General Obligation (GO) Bond is the Fire Station No. 2 Reconstruction project. $2,365,000 was included in the 2023 GO Bond to design and construct a new fire station to replace the existing Fire Station No. 2 located at the southwest corner of Virginia and Hensley. The existing facility was built in the early '70's and has had issues with differential settlement of the interior pre-cast concrete wall panels that has led to a number of problems with the building. The condition, less than ideal site arrangement, and less than ideal location all pointed towards building a new facility at a different location rather than a costly remodel and temporary displacement of fire personnel. The City Council approved projects for a GO Bond election in June, 2023, which included the Fire Station No. 2 project. The new fire station will be built at the southwest corner of Frank Phillips and Virginia, adjacent to Frontier Pool and Veterans Park. The building will be similar in size to Fire Stations 3 and 4. The goal is to have at least two (2) apparatus bays with the potential for three (3) and sufficient space to accommodate a standard three (3) to four (4) person shift with the ability to house up to eight (8) fire fighters for short durations if needed. The existing stations have adequate square footage to accommodate this with some amount of wasted space, so we believe a similar sized station or somewhat smaller, that is arranged more efficiently will be desired.

Requests for Qualifications (RFQ) were sent to fourteen (14) architecture firms on August 3, 2026. Firms were asked to submit their statement of qualifications (SOQ) by September 1, 2026. Staff received SOQ's from ten (10) of the firms. A committee consisting of the Interim City Manager, Fire Chief, Deputy Fire Chief, Water Utilities Director, Community Development Director, and Engineering Director reviewed and ranked the SOQ's and selected three (3) of the firms for interviews. Interviews were held on October 1, 2026. The committee selected BKL, Inc. as the firm of choice. While all of the consultants had excellent presentations and qualified teams, the committee felt that BKL spent the most time and effort focusing their efforts specifically on the Fire Station No. 2 project. BKL is a Tulsa based Architecture and Engineering firm and has worked with the City of Bartlesville on recent projects. Staff has negotiated a contract with BKL, Inc. for the design and construction services for this project. BKL has proposed a price of $288,000 for the services.

III. BUDGET IMPACT

The total available budget for the project including design and construction is $2,365,000. We anticipated spending $240,000 for design services, which is $48,000 less than the proposed design fees. Costs have gone up more than we expected for construction and design since this project was budgeted in early 2023. We anticipate increasing the budget for this project for the FY 27-28 capital budget to try and keep up with the increased construction costs we are seeing. We believe the construction budget will need to be at least $2,400,000 and that this should be an attainable goal for next budget year planning with some of the unallocated funds we have available this year. The proposed design fees reflect similar increases in cost and total 12% of the anticipated minimum construction budget we believe we will need which is in line with what we see on similar projects. The major impact to the budget is that we will need to plan for additional funds for construction when planning for next year's capital budget. Engineering Department staff are keeping this in mind with all current projects and capital budgets in the current fiscal year to ensure we have sufficient funding to supplement this project next fiscal year. The bright side is that we will be far enough along in design by the time we are planning for next year's capital budget that we should have a better feel for construction costs to plan accordingly.

IV. RECOMMENDED ACTION

Staff recommends awarding the design contract for the Fire Station No. 2 project to BKL, Inc. in the amount of $288,000.00.

AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

BKL, Inc.
1623 E. 6th St.
Tulsa, OK 74120

for the following Project:
(Name, location and detailed description)

Fire Station No. 2
1011 SW Franks Phillips Blvd.
Bartlesville, OK 74003

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Refer to attached BKL Proposal dated October 23, 2026

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000 ea. occurrence./$2,000,000 aggregate

.2 Automobile Liability

$1,000,000 combined single limit

.3 Workers' Compensation

$1,000,000 per claim/aggregate, Valuable Papers $150,000 limit

.4 Professional Liability

$4,000,000 each occurrence, / $4,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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§ 3.4.6 Project Completion
The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

None

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services five (5) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants,

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when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[**X**] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,

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mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

*(Paragraphs deleted)*None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

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unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)$288,000

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated as needed prior to work

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:

N/A

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase		percent (	50	%)
Construction Documents Phase		percent (	29	%)
Construction Phase		percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

(Table deleted)
(Paragraphs deleted)

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid one hundred twenty (120) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

2 %

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

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.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

N/A

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
James S. Curd Jr. Mayor	Jennifer Hammock, AIA President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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BKL Architects | Engineers

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October 23, 2026

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

City of Bartlesville Fire Station No. 2 – Design and Construction Administration
Scope and Fee Proposal

Mr. Siemers,
BKL is pleased to submit this proposal for professional design, construction document, bidding, and construction administration services for the City of Bartlesville Fire Station No. 2.

PROJECT SCOPE

BKL will provide design and construction documents for a new Fire Station No. 2 at the intersection of Virginia Avenue and Frank Phillips Boulevard in Bartlesville, Oklahoma. Services will include architectural, interior design, structural, civil, mechanical, electrical, plumbing, and fire protection design, along with field surveying and geotechnical investigation. The project is anticipated to use a traditional Design-Bid-Build delivery method. The schedule will target bidding in July 2027, consistent with the RFQ, subject to timely project kickoff, City reviews, and decisions.

Project Understanding/Assumptions:

- Approximately 7,300 SF per previously completed programming.
- The site is located at Virginia Avenue and Frank Phillips Boulevard. The approximately 125-foot by 275-foot site is largely vacant; an existing structure and associated paving are to be demolished by others before construction. A single-story facility is preferred, although a two-story option may be considered.
- The estimated construction budget is $2,400,000, and BKL's design fee is based on this amount. Should the construction budget change, BKL reserves the right to renegotiate its fee to reflect the revised project budget and any resulting changes in the scope of services.
- The program is anticipated to support six to eight personnel and include three 54-foot apparatus bays, sleeping quarters, captain's bedroom, restrooms and showers, locker and bunker gear storage, SCBA and laundry facilities, exercise and living areas, a kitchen, and a medium-sized training/conference room. Unisex facilities and efficient use of space will be considered.

CONSULTANTS:

Fire Station Design:
Martinez Architects
900 Rockmead Ste 250
Houston, TX 77339

Mechanical, Electrical, Plumbing, Fire Protection:
CEC, Inc.
1300 S. Main St.
Tulsa, OK 74119

Survey:
Tulsa Land Surveying
PO Box 14276
Tulsa, OK 74159

Geotechnical:
Aimright Testing & Engineering
3820 Charles Page Blvd.
Tulsa, OK 74127

BASIC SERVICES:

BKL will meet with City representatives and Fire Department staff to review the project scope, work plan, programming, and anticipated schedule. The team will review the arrangement and use of existing fire station facilities and interview stakeholders to confirm operational needs, desired amenities, and space requirements for the new station.

DESIGN DOCUMENTS:

Following programming and feedback from the City, BKL and its consultants will develop the design through the phases below, with progress and review meetings at each phase and as needed. Martinez Architects will provide fire station design services. The facility is anticipated to be approximately 7,300 square feet, similar in overall size and function to Stations 3 and 4, with improved space planning and operational functionality.

Schematic Design:

- Field surveying and geotechnical investigation (included in the professional services scope)
- Review available site information and coordinate site design
- Preliminary floor plan
- Preliminary roof plan
- Preliminary exterior elevation and/or 3D concepts
- Preliminary building systems narratives
- Site coordination with the City regarding demolition by others

Design Development:

- Development of architectural/interiors plans, life safety, elevations, and typical details
- Preliminary site plan.
- Materials and finishes selection
- Preliminary furniture layout
- Preliminary mechanical, electrical, plumbing, and fire protection design
    - Fire protection system design appropriate for the new facility
    - Mechanical systems design
    - Interior lighting design
    - Electrical service and standby power needs, as required
- Coordination of building systems and technology pathways as defined in the agreed project scope
- Specifications and/or cut sheets for product selections or options
- Coordination with the City on design-to-budget decisions and cost estimates

Construction Documents:

- Architectural plans, elevations, schedules, and details for construction
- Structural plans and details for construction
- Civil plans and details for construction
- Mechanical, Electrical, and Plumbing plans, details, and schedules for construction
- Final specifications for bidding
- Prepare and submit drawings for building permitting
- Coordination with the City on final design and construction cost estimates

Construction Administration:

Bidding and construction administration services are based on a construction period of approximately nine (9) months, including bidding and permitting. If the construction period is extended, BKL may request additional compensation for meetings, site visits, and services beyond those listed below.

- Permitting submittal and necessary design revisions
- Assist the City with bidding
    - Attend pre-bid meeting.
    - Answer questions from bidders
    - Provide design addenda.
    - Attend one (1) pre-construction meeting.
    - Review shop drawings and submittals.
    - Attend six (6) construction progress meetings virtually during construction.
    - Three (3) site visits.
    - One (1) walk through to prepare punch list.
    - One (1) Final walkthrough
    - Review O&Ms and as-built documentation.

SERVICES NOT INCLUDED

- Low voltage and technology design.
- Design of new water or sewer mains.
- Specialty plumbing items
- Landscape design, water consumption studies/software
- Permitting fees
- Special inspections services and fees
- Environmental assessments
- LEED documentation.
- Furniture Package

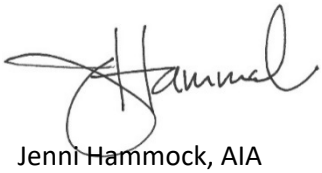
FEE FOR PROFESSIONAL SERVICES

SCHEMATIC DESIGN	$46,194.80
DESIGN DEVELOPMENT	$97,652.70
CONSTRUCTION DOCUMENTS	$82,762.45
BIDDING AND CONSTRUCTION ADMINISTRATION	$58,390.05
TRAVEL EXPENSES (MARTINEZ ARCHITECTS)	$3,000.00
TOTAL FEE	$288,000.00

INVOICING METHODS
Invoices will be generated monthly based on the percentage of services completed.

AUTHORIZATION TO PROCEED
The scope and terms of this proposal letter shall be incorporated into the AIA agreement for professional services. This fee proposal is valid for 120 days.

We look forward to working with you,



Jenni Hammock, AIA
Principal

city of bartlesville

CONNECTED / CREATIVE / VIBRANT

REPORT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

For The Three Months Ended September 30, 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

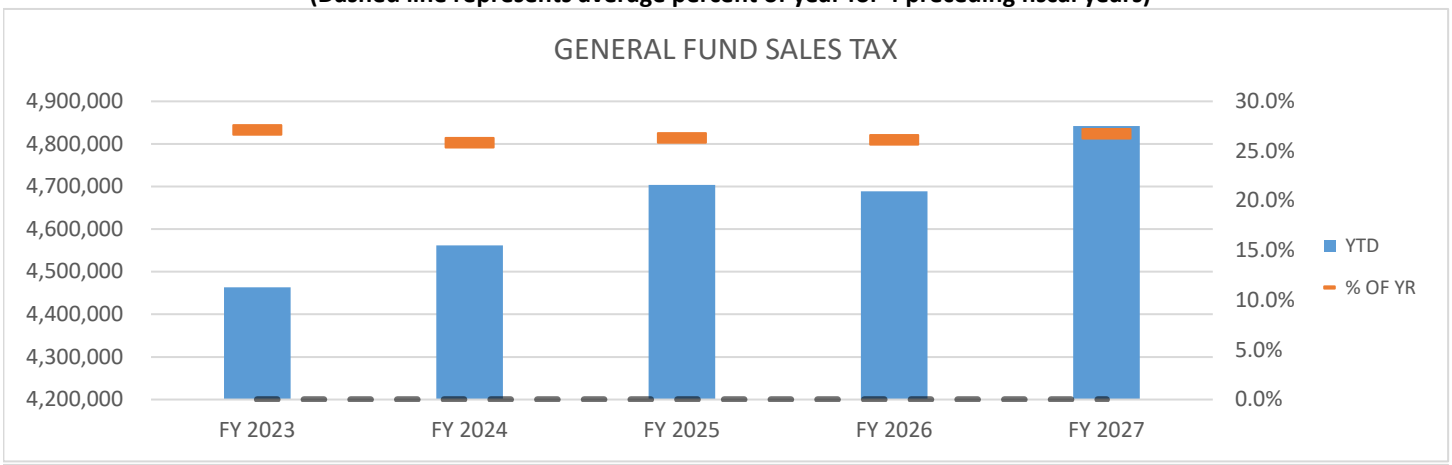
OTHER FUNDS:

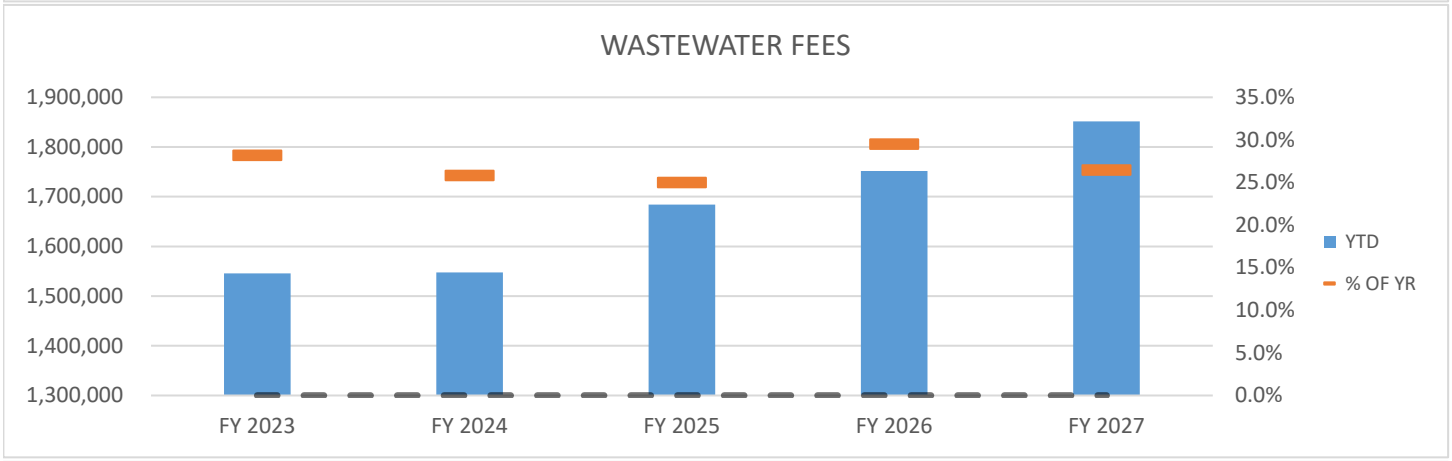
REVENUE BUDGET STATUS
EXPENDITURE BUDGET STATUS
CHANGE IN FUND BALANCE

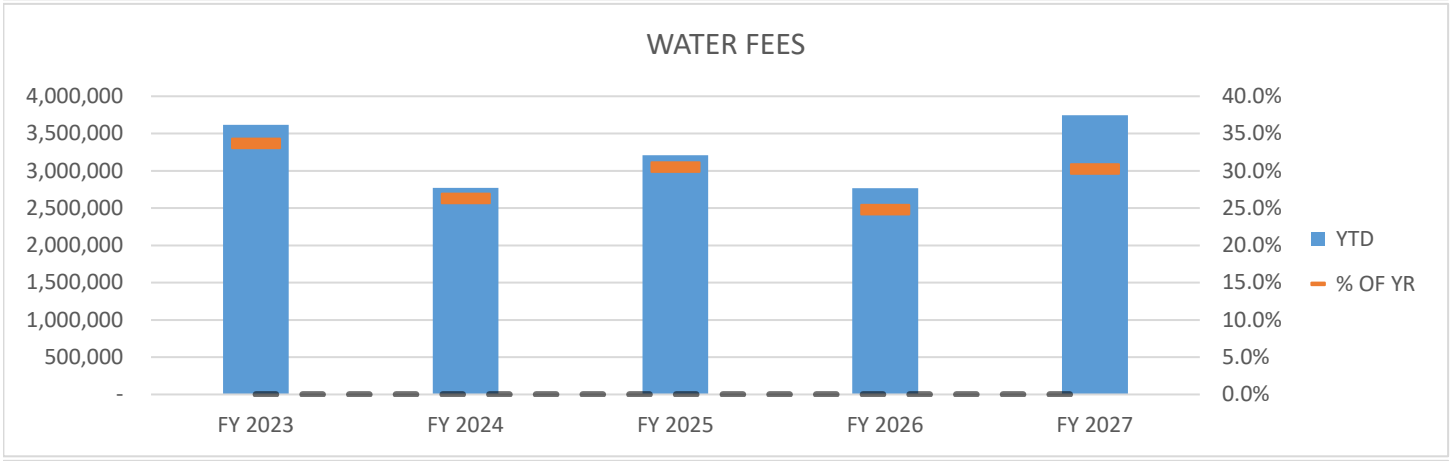
EXPLANATORY MEMO

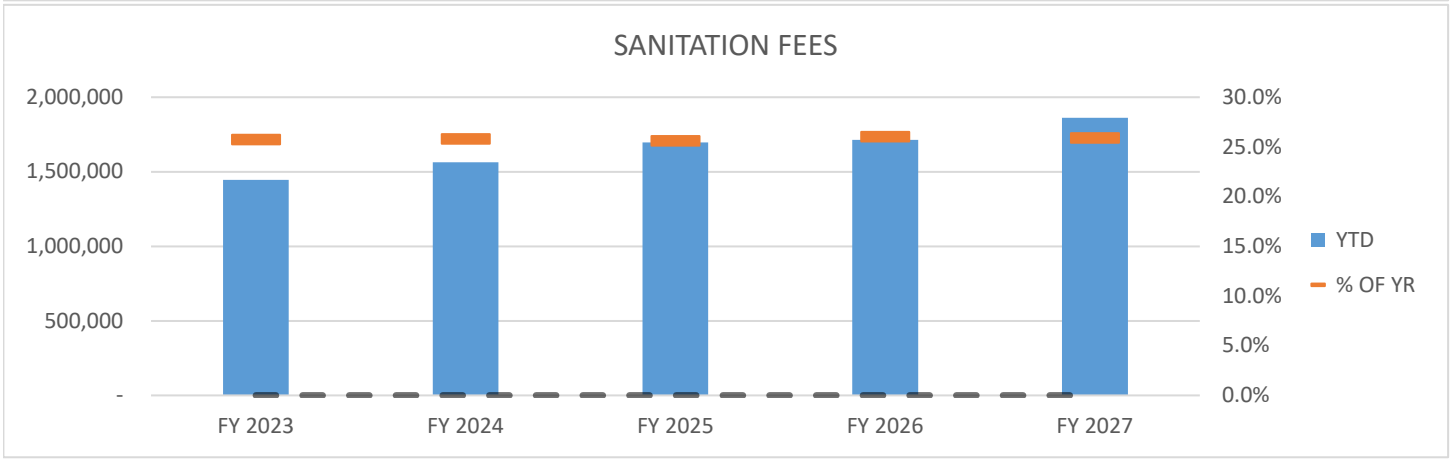
FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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









GENERAL FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

25% 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	$ 4,524,130	$ 4,842,113	$ -	$ 4,842,113	26.8%	$ 4,688,512	25.5%
Use Tax	5,227,768	1,306,942	1,227,077	-	1,227,077	23.5%	1,330,431	25.6%
Gross Receipt Tax	1,596,100	399,025	383,722	-	383,722	24.0%	359,424	23.0%
Licenses and Permits	250,600	62,650	156,591	-	156,591	62.5%	153,845	58.8%
Intergovernmental	735,600	183,900	146,694	-	146,694	19.9%	146,355	21.7%
Charges for Services	522,913	130,728	137,136	-	137,136	26.2%	158,513	30.6%
Court Costs	168,900	42,225	39,611	-	39,611	23.5%	42,522	27.8%
Police/Traffic Fines	299,000	74,750	57,943	-	57,943	19.4%	74,737	27.9%
Parking Fines	62,500	15,625	13,380	-	13,380	21.4%	7,325	12.1%
Other Fines	57,900	14,475	10,123	-	10,123	17.5%	15,417	27.7%
Investment Income	1,405,936	351,484	355,000	-	355,000	25.3%	550,000	28.4%
Miscellaneous Income	1,073,800	268,450	421,697	-	421,697	39.3%	259,487	23.8%
Transfers In	7,544,410	1,886,103	1,886,110	-	1,886,110	25.0%	1,977,783	25.0%
Total	**$ 37,041,946**	**$ 9,260,487**	**$ 9,677,196**	**$ -**	**$ 9,677,196**	**26.1%**	**$ 9,764,351**	**25.7%**
Expenditures:								
General Government	$ 11,458,011	$ 2,864,503	$ 3,068,818	$ 127,203	$ 3,196,021	27.9%	$ 3,017,537	26.5%
Public Safety	20,862,872	5,215,718	4,878,871	216,642	5,095,513	24.4%	4,832,871	24.2%
Street	2,178,381	169,575	474,721	5,950	480,671	22.1%	481,141	23.9%
Culture and Recreation	3,997,043	999,261	959,927	68,802	1,028,729	25.7%	912,349	25.3%
Transfers Out	2,792,993	698,248	698,243	-	698,243	25.0%	975,398	25.0%
Reserves	1,310,000	327,500	-	-	-	0.0%	-	N.A.
Total	**$ 42,599,300**	**$ 10,274,805**	**$ 10,080,580**	**$ 418,597**	**$ 10,499,177**	**24.6%**	**$ 10,219,296**	**25.0%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 4,574,266					
Net Revenue (Expense)			(403,383)					
Ending Fund Balance			**$ 4,170,883**					

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

25% 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	$ 1,750,622	$ 1,855,435	$ -	$ 1,855,435	26.5%	$ 1,752,126	25.5%
Investment Income	125,289	31,322	-	-	-	0.0%	-	0.0%
Debt Proceeds	83,000,000	20,750,000	-	-	-	0.0%	-	N.A.
Miscellaneous	108,000	27,000	225	-	225	0.2%	225	0.2%
Total	**$ 90,235,775**	**$ 22,558,944**	**$ 1,855,660**	**$ -**	**$ 1,855,660**	**2.1%**	**$ 1,752,351**	**24.2%**
Expenditures:								
Wastewater Plant	$ 3,268,025	$ 817,006	$ 832,651	$ 2,367,181	$ 3,199,832	97.9%	$ 3,058,154	97.5%
Wastewater Maint	1,089,018	272,255	225,497	10,510	236,007	21.7%	199,383	20.9%
BMA Expenses	-	-	-	-	-	N.A.	-	N.A.
Transfers Out	2,266,825	566,706	566,707	-	566,707	25.0%	503,818	25.0%
Reserves	99,311	24,828	-	-	-	0.0%	-	N.A.
Total	**$ 6,723,179**	**$ 1,680,795**	**$ 1,624,855**	**$ 2,377,691**	**$ 4,002,546**	**59.5%**	**$ 3,761,355**	**61.6%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 6,127,523					
Net Revenue (Expense)			230,805					
Ending Fund Balance			**$ 6,358,328**					

COMBINED WATER OPERATING & BMA WATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

25% 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	$ 3,294,950	$ 3,930,535	$ -	$ 3,930,535	29.8%	$ 2,917,608	27.8%
Investment Income	98,995	24,749	-	-	-	0.0%	-	0.0%
Debt Proceeds	8,000,000	2,000,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	543	-	543	N.A.	-	0.0%
Total	**$ 21,278,795**	**$ 5,319,699**	**$ 3,931,078**	**$ -**	**$ 3,931,078**	**18.5%**	**$ 2,917,608**	**27.7%**
Expenditures:								
Water Plant	$ 4,573,562	$ 1,143,391	$ 1,180,878	$ 45,454	$ 1,226,332	26.8%	$ 1,055,446	26.6%
Water Administration	455,002	113,751	94,036	34,019	128,055	28.1%	141,222	29.8%
Water Distribution	2,499,548	624,887	496,375	52,287	548,662	22.0%	572,067	25.6%
BMA Expenses	11,531,860	2,882,965	177,225	-	177,225	1.5%	178,769	6.1%
Transfers Out	3,561,493	890,373	890,383	-	890,383	25.0%	796,061	25.0%
Reserves	253,961	63,490	-	-	-	0.0%	-	N.A.
Total	**$ 22,875,426**	**$ 5,718,857**	**$ 2,838,897**	**$ 131,760**	**$ 2,970,657**	**13.0%**	**$ 2,743,565**	**21.5%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 4,779,477					
Net Revenue (Expense)			1,092,181					
Ending Fund Balance			**$ 5,871,658**					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

25% 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	$ 1,769,885	$ 1,829,871	$ -	$ 1,829,871	25.8%	$ 1,713,837	24.9%
Investment Income	6,005	1,501	-	-	-	0.0%	-	0.0%
Miscellaneous	166,020	45,669	43,700	-	43,700	26.3%	12,314	25.7%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	**$ 7,251,566**	**$ 1,817,055**	**$ 1,873,571**	**$ -**	**$ 1,873,571**	**25.8%**	**$ 1,726,151**	**24.8%**
Expenditures:								
Sanitation	$ 4,086,930	$ 1,021,733	$ 950,632	$ 128,701	$ 1,079,333	26.4%	$ 1,212,392	31.3%
Transfers Out	3,186,422	796,606	796,607		796,607	25.0%	716,647	25.0%
Reserves	162,750	40,688	-	-	-	0.0%	-	N.A.
Total	**$ 7,436,102**	**$ 1,859,027**	**$ 1,747,239**	**$ 128,701**	**$ 1,875,940**	**25.2%**	**$ 1,929,039**	**28.6%**
Changes in Fund Balance:								
Fund Balance 7/1			$ 1,194,085					
Net Revenue (Expense)			126,332					
Ending Fund Balance			**$ 1,320,417**					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

25% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	2,027,805	505,736	25%
E-911 Fund	1,743,157	430,991	25%
Special Library Fund	85,694	25,953	30%
Special Museum Fund	6,674	5,833	87%
Municipal Airport Fund	1,611,655	1,736,884	108%
Library Restricted Donation Fund	18,753	-	0%
Restricted Revenue Fund	-	116,737	N/A
Golf Course Memorial Fund	1,932	-	0%
CDBG-COVID	-	110,225	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	269	9%
Debt Service Fund	4,438,150	45,446	1%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,671,840	929,645	25%
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
2026 G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	1,162,714	544,040	47%
Sooner Pool Operating Fund	86,889	21,362	25%
Frontier Pool Operating Fund	98,070	23,934	24%
Municipal Airport Operating	752,476	185,339	25%
Internal Service Funds:			
Worker's Compensation Fund	170,917	46,053	27%
Health Insurance Fund	6,372,201	1,751,179	27%
Auto Collision Insurance Fund	75,000	18,759	25%
Stabilization Reserve Fund	1,268,528	317,129	25%
Capital Improvement Reserve Fund	7,042,543	2,457,683	35%
Mausoleum Trust Fund	357	-	0%

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

25% 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	399,572	22%
Special Library Fund	216,500	25,646	12%
Special Museum Fund	25,600	-	0%
Municipal Airport Fund	1,611,655	1,430,062	89%
Library Restricted Donation Fund	143,000	-	0%
Restricted Revenue Fund	405,306	13,573	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	2,815,969	34%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	100,451	-	0%
Wastewater Regulatory Capital Fund	243,019	9,218	4%
City Hall Capital Improvement Fund	306,006	22,273	7%
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	149,553	21%
2026 G.O. Bond Fund	9,758,000	158,269	2%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,568,560	535,423	34%
Sooner Pool Operating Fund	84,898	31,694	37%
Frontier Pool Operating Fund	106,024	32,479	31%
Municipal Airport Operating	894,843	202,957	23%
Internal Service Funds:			
Worker's Compensation Fund	430,000	59,314	14%
Health Insurance Fund	6,430,094	1,817,632	28%
Auto Collision Insurance Fund	443,559	17,391	4%
Stabilization Reserve Fund	17,265,571	-	0%
Capital Improvement Reserve Fund	14,527,157	2,906,524	20%
Mausoleum Trust Fund	10,139	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

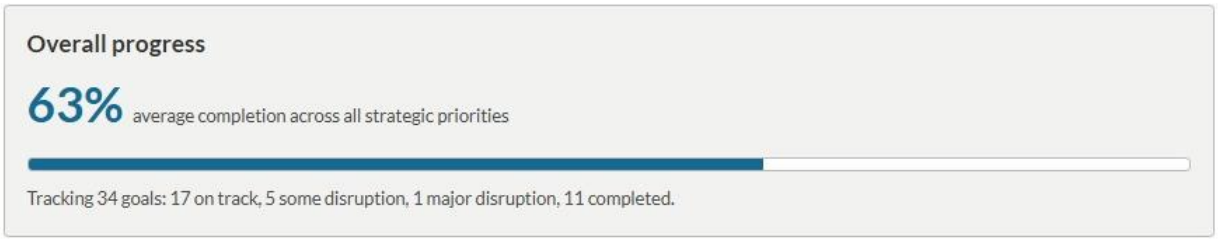
25% of Year Lapsed

	Beginning of Year	Change	Current
Special Revenue Funds:			
Economic Development Fund	1,839,979	172,373	2,012,352
E-911 Fund	54,546	33,511	88,057
Special Library Fund	434,969	6,497	441,466
Special Museum Fund	167,229	3,216	170,445
Municipal Airport Fund	-	-	-
Library Restricted Donation Fund	1,283,095	-	1,283,095
Restricted Revenue Fund	339,477	(34,187)	305,290
Golf Course Memorial Fund	640	-	640
CDBG-COVID	-	-	-
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	269	16,045
Debt Service Fund	2,715,345	45,446	2,760,791
Capital Project Funds:			
Sales Tax Capital Improvement Fund	4,553,272	(1,175,204)	3,378,068
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	143,896	4,000	147,896
Wastewater Regulatory Capital Fund	204,805	(9,218)	195,587
City Hall Capital Improvement Fund	234,667	(28,960)	205,707
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	(77,835)	151,035
2023 G.O. Bond Fund	679,580	(279,621)	399,959
2026 G.O. Bond Fund	200,000	(53,319)	146,681
Proprietary Funds:			
Adams Golf Course Operating Fund	399,563	120,474	520,037
Sooner Pool Operating Fund	58,184	(20,306)	37,878
Frontier Pool Operating Fund	73,410	(14,660)	58,750
Municipal Airport Operating	131,336	7,849	139,185
Internal Service Funds:			
Worker's Compensation Fund	241,220	1,559	242,779
Health Insurance Fund	46,905	(46,453)	452
Auto Collision Insurance Fund	532,997	18,759	551,756
Stabilization Reserve Fund	15,997,043	317,129	16,314,172
Capital Improvement Reserve Fund	23,763,944	165,140	23,929,084
Mausoleum Trust Fund	9,892	-	9,892

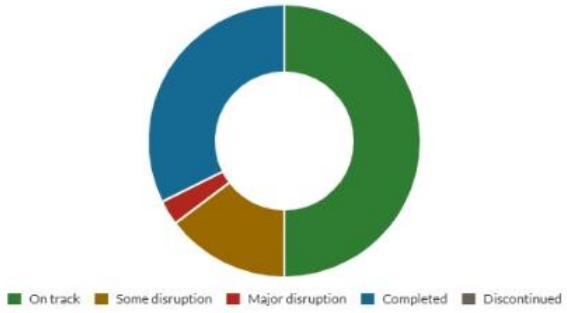
Agenda Item 7.e.i
October 26, 2026
Prepared by Laura Crow,
Interim City Manager

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

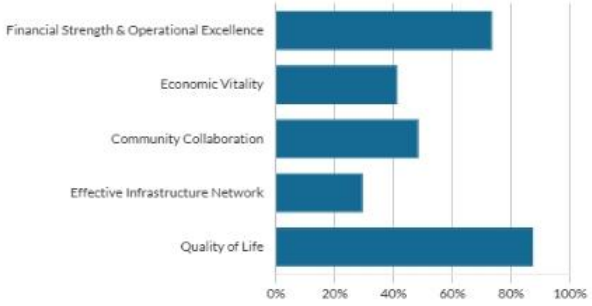
Memo providing the monthly update on the City of Bartlesville's strategic plan through the City's strategic plan dashboard.



Goals by status



Completion by strategic priority



Goals by status

Status	Goals
On track	17
Some disruption	5
Major disruption	1
Completed	11
Discontinued	0

Completion by strategic priority

Strategic priority	Average completion
Financial Strength & Operational Excellence	74%
Economic Vitality	41%
Community Collaboration	49%
Effective Infrastructure Network	30%
Quality of Life	88%

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
CONNECTED / CREATIVE / VIBRANT

Agenda Item 7.f.i.
November 2nd 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 October 2026.

III. **Staff Comments and Analysis:**
   a. Staff has conducted an organizational audit and found no discrepancy for October 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 -October 2026-

Date: 10/23/2026

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 still awaiting install.
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 September 28th to October 23rd	
Total License Plates Captured	505,147
Unique License Plates Captured	121,023
Total Hotlist Entered	19
Alerts Matched Against Hotlists	0
Searches Conducted by Personnel	122 searches total, on 8 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	10/22/2026
Andrew	Ward	Chief	Admin	05/01/2026
Chad	McCarty	D.A. Investigator	User	08/13/2025
Daniel	Elkins	Major Patrol/Training	Admin	10/23/2026
Daniel	Mains	Patrol Lieutenant	Admin	10/07/2026
Glenn	McClintock	Records Lieutenant	Admin	09/17/2026
Dallas	Watts	Dispatcher	User	10/20/2026
Hannah	Harbour	LEAD	Admin	10/21/2026
Logan	Minor	Dispatcher	User	10/21/2026
Eva	Valdez	Dispatcher	User	10/21/2026
Jasie	Mercier	Dispatcher	User	10/22/2026
Jay	Hastings	Service Captain	Admin	12/19/2024
Jennifer	Hart	Dispatcher	User	10/22/2026
Kaitlyn	SotoBello	Dispatcher	User	10/22/2026
Bridgett	Ross	Dispatcher	User	10/21/2026
Chris	Neal	Captain Patrol	User	05/19/2026
Lauren	Holland	Dispatcher	User	06/03/2026
Lisa	Duncan	Dispatcher	User	10/22/2026
Makinze	Powell	Dispatcher	User	10/20/2026
Mike	Stokes	Dispatcher	Admin	07/12/2026
Rudy	Brooklyn	Dispatcher	User	10/15/2026
Ryan	Deshields	CID Lieutenant	Admin	10/21/2026
Justina	Martinez	Dispatcher	User	10/08/2026
Tanya	Yates	Dispatcher	User	10/21/2026
Travis	Martinez	Major Dispatch/CID	Admin	

Tyler	Diedrich	Patrol Lieutenant	Admin	3/18/2025
Brenlee	Campbell	Dispatcher	User	10/20/2026
Brooke	Levesque	Dispatcher	User	10/20/2026

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

We are still waiting on the installation of two Axon ALPR cameras. I have had a few meetings over the last few weeks with Axon covering final location sites and permitting from the city. The location sites are the same location as the two Flock ALPR cameras we omitted. I expect to have the Axon ALPR cameras installed by November's monthly audit.

See attached excel reports for greater detail.

Date	Total Vehicle Volume
########	23588
########	23369
########	23925
########	18095
########	15123
########	21442
########	21773
########	21666
########	21318
########	23175
########	12459
########	11085
########	15789
########	15994
########	16794
########	17029
########	16916
########	14541
########	11313
########	15840
########	16716
########	13002
########	13025
########	14895
########	12647
########	11022
########	15473
########	15608
########	15412
########	16113

Date	Total Unique Vehicles
########	15815
########	15925
########	16481
########	12704
########	10865
########	15103
########	15205
########	14950
########	14921
########	16000
########	9375
########	8234
########	11507
########	11496
########	12004
########	12210
########	12247
########	10521
########	8247
########	11217
########	11990
########	9989
########	9967
########	10972
########	9163
########	7828
########	11202
########	11254
########	11099
########	11564

User	Days Used	Most Recent Visit
Jasie Merci	7	########
Jennifer Ha	17	########
Kaitlyn Sotc	3	########
Lisa Dunca	3	########
Alison Pittn	1	########
Bridgett Ro:	6	########
Daniel Elkir	5	########
Eva Valdez	12	########
Hannah Ha	6	########
Logan Mino	1	########
Ryan Deshi	4	########
Tanya Yate:	10	########
Brinlee Car	2	########
Brooke Lev	5	########
Dallas Watt	6	########
Makinze Po	16	########
Rudy Brook	8	########
Justina Mar	4	########
Daniel Mair	1	########
Glenn McC	0	########
Mike Stoke:	0	########
Lauren Holl	0	########
Andrew Wa	0	########
Tyler Diedri	0	########
Jay Hasting	0	########
Travis Martl	0	

(Published in Bartlesville, OK Examiner-Enterprise 9/26/2026, 9/30/2026, & 10/3/2026)

INVITATION FOR BIDS
City of Bartlesville
Sunset Blvd Over Butler Creek: Pedestrian Bridge
Bid No. 2026-2027-009

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 19th day of October, 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 October 7th, 2026 at 2:00 p.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

437	**SY**	**6" CONCRETE SIDEWALK**
44	**CY**	**CLASS A CONCRETE**
1	**EA**	**PREFABRICATED PEDESTRIAN BRIDGE**

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Sunset Blvd Over Butler Creek: Pedestrian Bridge, Bid No. 2026-2027-009".** 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 23RD day of September, 2026.

Jason Muninger
CFO/City Clerk

Candice Pullins
By: Candice Pullins, Assistant City Clerk

(Published in Bartlesville, OK Examiner-Enterprise 9/26/2026, 9/30/2026, & 10/3/2026)

INVITATION FOR BIDS
City of Bartlesville
Storm Siren Replacement
Bid No. 2026-2027-010

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 19th day of October, 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 October 7th, 2026 at 11:00 a.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

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

22	**EA**	**SET NEW POLE AND SIREN**
29	**EA**	**REMOVE EXISTING SIREN**

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Storm Siren Replacement, Bid No. 2026-2027-010".** Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the 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 23RD day of September, 2026.

Jason Muninger
CFO/City Clerk

Candice Pullins
By: Candice Pullins, Assistant City Clerk

(Published in Bartlesville, OK Examiner-Enterprise 9/30/2026, 10/3/2026, & 10/7/2026)

INVITATION FOR BIDS

City of Bartlesville
Douglass Park Shelter
Bid No. 2026-2027-011

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 October, 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 and are available in this office 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 pre-bid conference will be held on October 12th, 2026 at 2:00 p.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

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

1	**LS**	**35'x35" Pavilion Structure w/ Power & Lights**
300	**SY**	**Sod**
325	**SF**	**4" Thick Concrete Sidewalk**

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Douglass Park Shelter, Bid No. 2026-2027-011".** 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 28th day of September, 2026.

Jason Muninger
City Clerk

By: _____
Assistant City Clerk

Agenda Item ___
10/26/2026
Prepared by Steve Roper
Engineering Department

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2026-2027-009 for the Sunset Blvd over Butler Creek: Pedestrian Bridge project. The total budgeted amount for this project is $700,000.00 (see Section II, C. Budget Amount, for additional budget information).

B. ATTACHMENTS:

Project Plans
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 Sunset Pathfinder Extension and Pedestrian Bridge. The project consists of construction of a pedestrian bridge over Butler Creek parallel to Sunset Boulevard with paved tie-ins to the existing pedestrian path north and south of Butler Creek.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, Bid News Construction Reports, and Southwest Construction News, six (6) bid invitations were mailed to regional contractors and two (2) contractors submitted a bid.

The bids are as follows:

- Paradigm Construction and Engineering, Inc. (Sapulpa, OK)……..…$982,999.00
- Bright Lighting, Inc. (Tulsa, OK)……$1,195,369.38

The bids were evaluated for addendums, bid bonds, line item prices, and arithmetic. All bids have the necessary components, and no arithmetic errors were found.

C. BUDGET AMOUNT:

The original budget for the project was $400,000.00. After receiving a $300,000.00 grant from the Oklahoma Trails Advisory Board, available funds were $700,00.00. Although exceeding the original available funding, both bids received were under the Engineer's Estimate, and additional funding has been secured through 2026A General Obligation Bond funds that can fund the remainder of the project.

III. RECOMMENDED ACTION

Paradigm Construction and Engineering, Inc. is a northeast Oklahoma contractor who has a multitude of experience with this type of project. They have a long history of successfully completing projects with the Oklahoma Department of Transportation. Staff recommends awarding the bid to Paradigm Construction and Engineering, Inc. in the amount of $982,999.00.

Council Member or Staff Member

Date

city of bartlesville
CONNECTED / CREATIVE / VIBRANT

Agenda Item 9.
10/26/2026
Prepared by Steve Roper
Engineering Department

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2026-2027-010 for the Storm Siren Replacement project. The total budgeted amount for this project is $800,000.00 (see Section II, C. Budget Amount, for additional budget information).

B. ATTACHMENTS:

Bid Tab

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

A. PROJECT DESCRIPTION:

One of the priority projects included in the 2026 ½ Cent Sales Tax (CIP) extension is the Storm Siren System Upgrade. The project consists of system-wide replacement of all storm sirens with construction of a pedestrian bridge over Butler Creek parallel to Sunset Boulevard with paved tie-ins to the existing pedestrian path north and south of Butler Creek.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, Bid News Construction Reports, and Southwest Construction News, two (2) bid invitations were mailed to regional contractors and one (1) contractor submitted a bid.

The bids are as follows:

- Joe Goddard Enterprises, LLC (Edmond, OK).....$826,396.00

The bid was evaluated for addendums, bid bonds, line item prices, and arithmetic. All bids have the necessary components, and no arithmetic errors were found.

C. BUDGET AMOUNT:

The original budget for the project was $800,000.00. Additional funding has been secured through unallocated tax funds that can fund the remainder of the project.

III. RECOMMENDED ACTION

Joe Goddard Enterprises, LLC, an Oklahoma company, has an extensive work history with the City of Bartlesville's storm siren system and is capable of performing all portions of the project. Staff recommends awarding the bid to Joe Goddard Enterprises, LLC. in the amount of $826,396.00.

_____ _____

Council Member or Staff Member Date

BID TAB
CITY OF BARTLESVILLE
Storm Siren Replacement

PEDESTRIAN BRIDGE PAY QUANTITIES				Engineer's Estimate		Joe Goddard Enterprises, LLC	
ITEM NUMBER	**ITEM DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**
1	SET NEW POLE AND SIREN	EA	22	$35,000.00	$770,000.00	$36,241.00	$797,302.00
2	REMOVE EXISTING SIREN	EA	29	$600.00	$17,400.00	$486.00	$14,094.00
3	REMOVE EXISTING POLE	EA	4	$250.00	$1,000.00	$0.00	$0.00
4	ROCK EXCAVATION	EA	10	$2,000.00	$20,000.00	$1,500.00	$15,000.00
			PROJECT TOTAL		**$808,400.00**		**$826,396.00**

Agenda Item # 10.
10/23/2026
Prepared by Micah Siemers
Engineering Department

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:
Discuss and take action to award Bid No. 2026-2027-011 for the Douglass Park Shelter Project.

B. ATTACHMENTS:
Bid Tabulation

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

A. PROJECT DESCRIPTION:

This project is a priority project included in the 2022 issuance of the voter-approved 2020 General Obligation Bond (GO Bond). The project consists of constructing a 35'x35' open-sided steel shelter at Douglass Park. The scope of work includes site preparation, removal of existing pea gravel from part of the existing playground area, concrete slab for the shelter, minor electrical work and the construction of the actual structure. The project will be located in the older playground area just south of the new playground equipment that was installed a few years ago. City staff will remove an existing older swing set and slide to provide room for the shelter. The existing climbing apparatus will remain. All items of work were included in the Base Bid with no Bid Alternates.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, fifteen (15) contractors obtained copies of the bid documents. Six (6) contractors submitted a bid. The base bids were as follows:

Petre Construction (Tulsa, OK)	$153,044.00
Rosten Construction (Beggs, OK)	$172,669.00
Building Services (Okmulgee, OK)	$194,300.00
Voy Construction (Tulsa, OK)	$200,719.62
Higgins Construction (Bartlesville, OK)	$223,065.65
Site Solutions (Vinita, OK)	$3,528,828.00

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. Each bid had all of the necessary components. Two (2) bids had minor mathematical errors that did not

change their order. One (1) bid had a major error that moved them from the apparent second low bid to the highest bid. None of the errors changed the low bid.

C. BUDGET AMOUNT:

The budget for this project is $100,000. The original budget was $80,000, but with some recent pricing information the budget was increased to $100,000 as part of the council-approved FY 26-27 capital budget. The Arvest Foundation has also graciously provided $15,000 for this project to assist with the electrical work and is presenting that donation at the same November 2nd Council meeting. Therefore, the total budget for this project is $115,000. The low bid by Petre Construction of $153,044.00 is $38,044.00 over budget. Staff has identified sufficient unallocated funding in the 2023 GO Bond Fund along with savings on the Sunset Pedestrian Bridge project sufficient to cover the additional cost.

III. RECOMMENDED ACTION

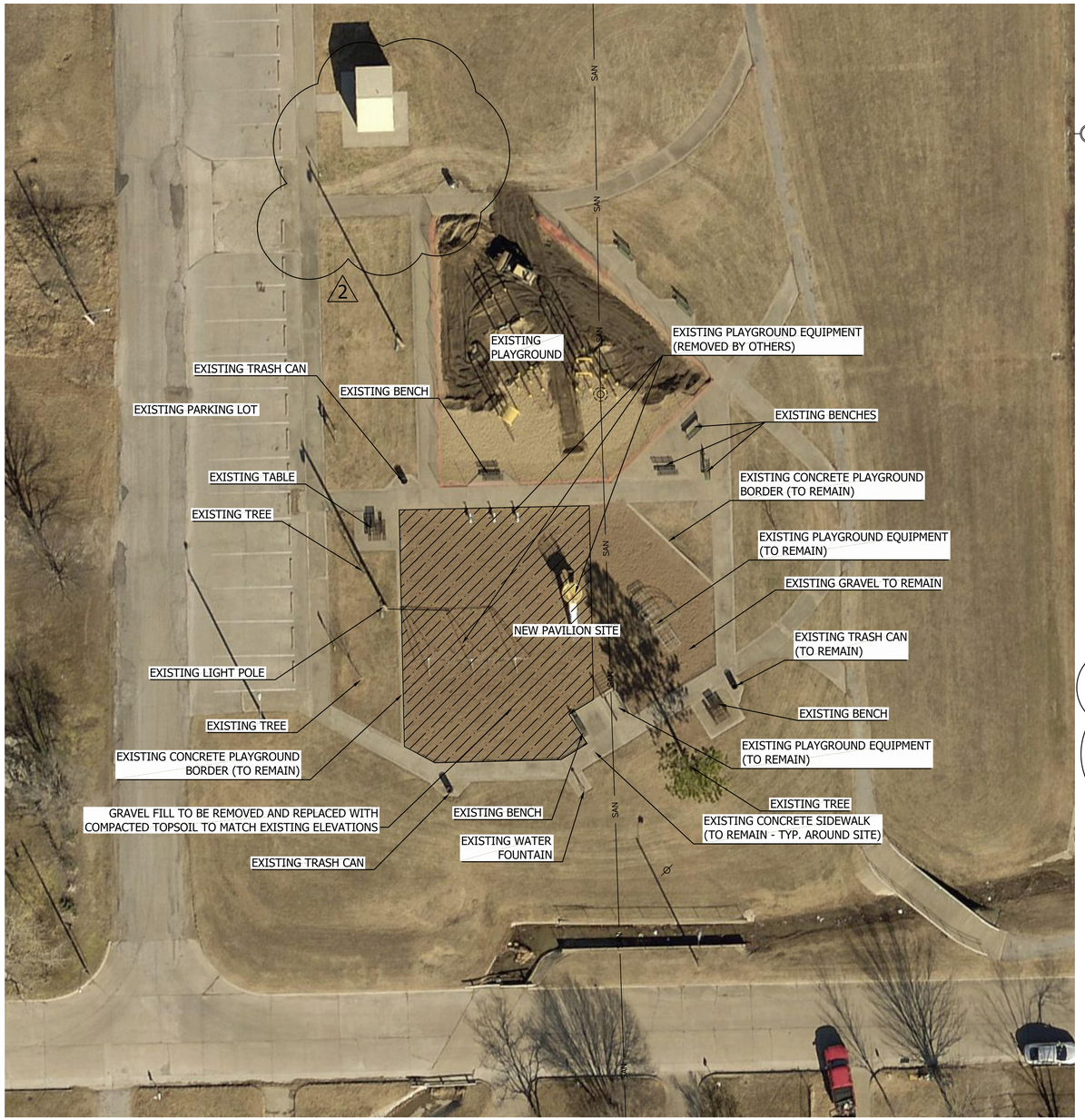
Petre Construction is a Tulsa-based general contractor who delivers commercial, municipal, and industrial construction across Oklahoma and surrounding areas. While the City of Bartlesville has not prevously contracted with Petre Construction, they have done work with the City of Owasso, Tulsa County, and the City of Tulsa. They have provided information confirming they have the bonding capacity and technical expertise to complete this project.

Staff recommends awarding the base bid to Petre Construction in the amount of $153,044.00.

Council Member _____ Date _____

			Douglass Park Shelter	**Engineer's Estimate**		PETRE CONSTRUCTION		SITE SOLUTIONS		ROSTEN CONSRUCTION		BUILDING SERVICES		VOY CONSTRUCTION		HIGGINS CONSTRUCTION MANAGEMENT	
PAY ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID	UNIT PRICE	TOTAL BID
1	1	LS	35'x35' Hip Roof Steel Shelter	$ 65,000.00	$ 65,000.00	$ 55,000.00	$ 55,000.00	$ 111,150.00	$ 111,150.00	$ 74,926.00	$ 74,926.00	$ 114,169.00	$ 114,169.00	$ 79,865.49	$ 79,865.49	$ 72,988.00	$ 72,988.00
2	1	LS	Shelter Installation	$ 20,000.00	$ 20,000.00	$ 64,000.00	$ 64,000.00	$ 24,305.00	$ 24,305.00	$ 51,540.00	$ 51,540.00	$ 52,765.00	$ 52,765.00	$ 83,123.92	$ 83,123.92	$ 99,091.00	$ 99,091.00
3	1	LS	Remove Pea Gravel and Underdrains	$ 10,000.00	$ 10,000.00	$ 9,500.00	$ 9,500.00	$ 5,835.00	$ 5,835.00	$ 19,500.00	$ 19,500.00	$ 2,384.00	$ 2,384.00	$ 13,015.89	$ 13,015.89	$ 3,666.00	$ 3,666.00
4	1	LS	Electrical & Lighting	$ 10,000.00	$ 10,000.00	$ 6,650.00	$ 6,650.00	$ 6,950.00	$ 6,950.00	$ 7,468.00	$ 7,468.00	$ 9,170.00	$ 9,170.00	$ 9,026.07	$ 9,026.07	$ 9,049.00	$ 9,049.00
5	300	SF	4" Sidewalk	$ 10.00	$ 3,000.00	$ 10.00	$ 3,000.00	$ 2,001.00	$ 600,300.00	$ 11.22	$ 3,366.00	$ 9.14	$ 2,742.00	$ 15.95	$ 4,785.00	$ 33.20	$ 9,960.00
6	57	LF	12"x15" Concrete Border	$ 25.00	$ 1,425.00	$ 42.00	$ 2,394.00	$ 1,584.00	$ 90,288.00	$ 48.00	$ 2,736.00	$ 34.00	$ 1,938.00	$ 64.25	$ 3,662.25	$ 257.45	$ 14,674.65
7	300	SY	Sod	$ 5.00	$ 1,500.00	$ 25.00	$ 7,500.00	$ 8,950.00	$ 2,685,000.00	$ 27.11	$ 8,133.00	$ 20.44	$ 6,132.00	$ 7.47	$ 2,241.00	$ 28.79	$ 8,637.00
8	1	EA	Engineer's Allowance	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
			TOTAL		**$ 115,925.00**		**$ 153,044.00**		**$ 3,528,828.00**		**$ 172,669.00**		**$ 194,300.00**		**$ 200,719.62**		**$ 223,065.65**

BAR IS ONE INCH ON OFFICIAL DRAWINGS. 0 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.

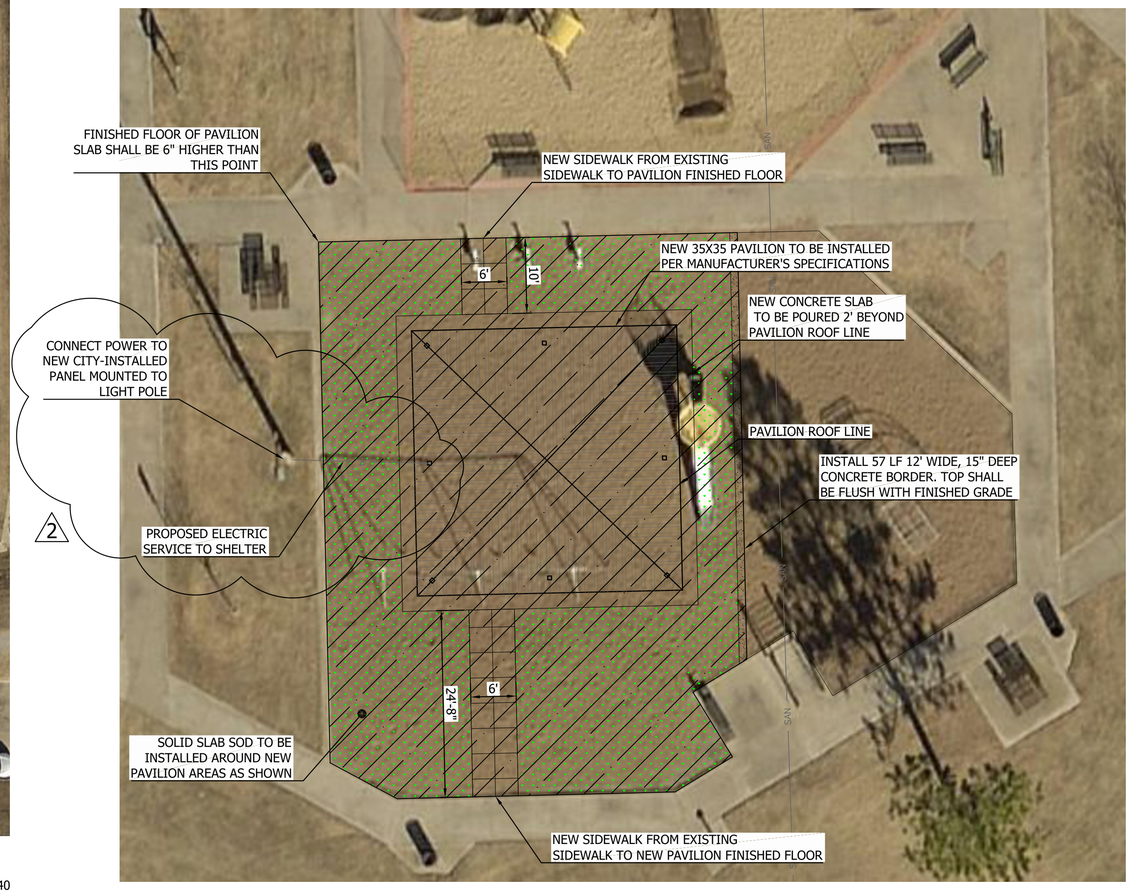


A EXISTING OVERALL SITE LAYOUT AND DEMOLITION
1" = 20'

-20 0 20 40
SCALE IN FEET

SITE PLAN & DEMOLITION NOTES

1. LOCATIONS OF UTILITIES ARE TO BE SITE VERIFIED. CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION. ALL EXISING UTILITIES ARE TO REMAIN AND SHALL BE PROTECTED DURING CONSTRUCTION.
2. CONTRACTOR SHALL CALL OKLAHOMA'S ONE-CALL SYSTEM AND LOCATE ALL UNDERGROUND LINES AND STRUCTURES AS REQUIRED PRIOR TO COMMENCING ANY WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND LINES OR STRUCTURES.
3. ALL EXISTING TREES, BENCHES, TRASH CANS, TABLES, OR ANY OTHER EXISTING PARK AMENITIES SHALL REMAIN IN PLACE AND SHALL BE PROTECTED DURING CONSTRUCTION UNLESS DIRECTED OTHERWISE.
4. ANY AREAS DISTURBED DURING CONSTRUCTION THAT ARE NOT COVERED WITH PAVEMENT, WALKWAYS, BUILDING, SOD, PLANTING BED OR TREE MULCH: SHALL BE FINISH GRADED AS REQUIRED, TOP SOILED 2" DEEP AND COVERED WITH BLENDED SEED WITH STRAW COVER. CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, AND REQUIRED INITIAL WATERING FOR ALL PLANTED AREAS. INSTALL ALL SOD ON MINIMUM OF 2" GRADED TOP SOIL. WATER AS REQUIRED FOR ROOT START.
5. ALL EXISTING MATERIAL UNDER PAVILION SLAB/FOOTINGS/FOUNDATIONS TO BE EXCAVATED AND REMOVED (TO A CITY DESIGNATED LOCATION). REMOVE MATERIAL TO A GENERAL DEPTH OF 1' BELOW EXISTING GRADE AND 4' DEPTH AT ALL COLUMN FOUNDATION LOCATIONS. REMOVE EXISTING MATERIAL TO 3' BEYOND THE SLAB/FOUNDATION PERIMETERS. IF ANY UNUSUAL OR QUESTIONABLE SITE SUBSURFACE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION, BACKFILLING, OR CONSTRUCTION, NOTIFY THE OWNER FOR REVIEW AND EVALUATION.
6. ALL FILL AREAS TO BE FILLED, COMPACTED AND PREPARED IN 8" LIFTS WITH ADDED MOISTURE AS REQUIRED, TO A MINIMUM COMPACTION OF 95% STANDARD PROCTOR DENSITY. ALL FILL MATERIAL TO BE TESTED AND APPROVED (BY THE CITY OR THEIR REPRESENTATIVE) AND PLACED UNDER THE SUPERVISION OF AN APPROVED GEO-TECH ENGINEER.
7. GRADE SITE TO DRAIN AWAY FROM PAVILION SLAB AND TIE TO EXISTING PERIMETER SIDEWALK



B ENLARGED SITE PLAN
1" = 10'

-10 0 10 20
SCALE IN FEET

#	DATE	DESCRIPTION	BY
2	10/19/26	UPDATED ELECTRICAL INFORMATION AND NOTES	WMS

city of bartlesville CONNECTED / CREATIVE / VIBRANT
ENGINEERING SERVICES

DESIGNED BY: WMS
DRAWN BY: WMS
CHECKED BY: WMS

BID SET

PROJECT:
DOUGLASS PARK SHELTER

DEMOLITION & SITE PLAN

PROJECT NUMBER	DATE	SHEET
WMS	10/2/2026	C-3

Drawing Name: G:\PROJECTS\2025\257_Douglass Park Shelter and Playground Canopy\SHELTER PROJECT\CAD\2025257_Douglass Park Shelter.dwg Layout Name: C-3 Demo n Siteplan Plotted By: WMSIEMERS Plotted on: 10/19/2026 11:47:14 AM

Agenda Item 11
October 13, 2026
Prepared by Lisa Beeman,
Grant Coordinator

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to accept a donation from Arvest Foundation in the amount of $15,000 and approve a Resolution amending the Budget for the City of Bartlesville, Oklahoma for Fiscal Year 2026-2027 appropriating unanticipated revenue in the CIP Sales Tax Fund of the Park Department.

Attachments: Resolution

II. STAFF COMMENTS AND ANALYSIS

Arvest Foundation has generously made a $15,000 donation to the City of Bartlesville to be used for upgrades to the construction of a new 35' x 35' shelter in Douglass Park, specifically for the installation of electrical and lighting to the shelter. Representatives from Arvest Foundation will be present at the November 2 Council meeting to present this donation.

Bids for the construction of the Douglass Park shelter will be received by the Bartlesville City Council on Monday, November 2, 2026 and tentatively awarded at that same meeting.

The attached resolution accepts the donation from Arvest Foundation and authorizes a budget amendment to the CIP Sales Tax Fund (449) of the Park Department (431).

III. BUDGET IMPACT

There is no impact to the current budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the resolution as presented.

RESOLUTION _____

A RESOLUTION ACCEPTING A DONATION FROM ARVEST FOUNDATION IN THE AMOUNT OF $15,000, AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2026-2027, AND APPROPRIATING UNANTICIPATED REVENUE IN THE CIP SALES TAX FUND OF THE PARK DEPARTMENT.

WHEREAS, the City of Bartlesville has been awarded a donation from Arvest Foundation in the amount of $15,000;

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 donation from Arvest Foundation to be used to make electrical and lighting upgrades to the new Douglass Park shelter.

2. The CIP Sales Tax Fund (449) of the Park Department (431) shall be increased as follows:

Other Improvements (55930)	$	15,000.00

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 2ND DAY OF NOVEMBER, 2026.

_____

James S. Curd, Jr., Mayor

Attest:

_____

City Clerk

BDA, City working to secure retail development

Major development project possible for Good Shepherd space

Steps are underway to help secure a major retail development in Bartlesville, according to applications filed with the Community Development Department recently.

The development is planned for a 15-acre parcel on U.S. Highway 75 and Adams Boulevard, commonly known as the location of Good Shepherd Church.

Turcotte Development Group of Dallas, Texas, has submitted applications to rezone the property, located at 801 S.E. Washington Blvd., as well as Planned Unit Development and Site Development Plan approvals for a development to include a retail anchor, two retail or restaurant spaces and parking.

Though some indications are that an Academy Sports store is a potential anchor, specific retail establishments planned for the space have not been officially confirmed, Bartlesville Development Authority President Chris Batchelder said this week.

Batchelder said Turcotte Development Group is under contract to purchase the property, and BDA is working with the Group to secure the development.

"The BDA is excited for the opportunity to work with Turcotte Development to re-imagine one of the most highly trafficked intersections in Bartlesville," Batchelder said "This 15-acre parcel will become a premier destination for Bartlesville residents as well as visitors from the surrounding communities for years to come. We look forward to working with them to bring highly sought partners to an already bustling retail community."

To help facilitate the project, on Wednesday the BDA Board is expected to consider approval of a recommendation for the City Council to create a Tax Increment Finance (TIF) district committee to encompass the site. TIF districts have been used for several large-scale projects in Bartlesville in the past, including the Silver Lake Village Shopping Center (next to Lowe's) and the Capitol Hill District downtown. A TIF district works by allowing incentives to be paid to develop blighted or underdeveloped areas. Those incentives are repaid through taxes generated by the development. The Council is expected to consider final approval for the committee at its Nov. 2 meeting.

In conjunction with the committee's work, if approved by the Council, the BDA will continue working with the developer to facilitate the project and City staff will work with the developer to ensure requirements are met for the rezoning, PUD and site development plan approvals. The applications must then be approved by the City Planning Commission and, ultimately, by the City Council.

These steps are expected to take several months to complete. According to Turcotte Development Group's submitted Design Statement, the development could be ready for shoppers in 18 to 21 months.

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA, MET IN REGULAR SESSION ON THE 2ND DAY OF NOVEMBER, 2026, AT 5:30 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the City Clerk. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY OF BARTLESVILLE, OKLAHOMA (THE "CITY") DECLARING THE INTENT TO CONSIDER APPROVAL OF A PROJECT AND CREATION OF A TAX INCREMENT DISTRICT UNDER THE LOCAL DEVELOPMENT ACT; DIRECTING PREPARATION OF A PROJECT PLAN; APPOINTING A REVIEW COMMITTEE; DIRECTING THE REVIEW COMMITTEE TO MAKE FINDINGS AS TO ELIGIBILITY AND FINANCIAL IMPACT, IF ANY, ON TAXING JURISDICTIONS AND BUSINESS ACTIVITIES WITHIN THE TAX INCREMENT DISTRICT; DIRECTING THE REVIEW COMMITTEE TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; DIRECTING THE BARTLESVILLE PLANNING COMMISSION TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the City of Bartlesville, Oklahoma (the "City") is working to promote economic development in the area, in order to provide increased opportunity for residents of the area and to improve the overall standard of living; and

WHEREAS, the City aspires to attract and retain business interests with the potential to invest in commercial retail and residential facilities within the City, subject to certain conditions including economic development incentives and financing; and

WHEREAS, the Local Development Act, Title 62, Oklahoma Statutes Section 850 *et seq.* (the "Local Development Act"), was passed by the Oklahoma Legislature to implement Section 6C of Article X of the Oklahoma Constitution, which empowers the governing bodies of cities, towns, and counties to apportion tax increments to help finance the public costs of economic development; and

WHEREAS, the proposed project depends upon the utilization of tax increment financing to help finance the project costs; and

WHEREAS, it is desirable to direct the City staff to prepare a proposed project plan for consideration; and

WHEREAS, the City Council, as the governing body of the City, is empowered to approve the creation of a tax increment district to further the public purpose of economic development within the City; and

WHEREAS, the Local Development Act provides for the appointment of a Review Committee to review and make recommendations concerning the proposed district, plan, or project, to consider and make findings and recommendations with respect to the conditions establishing the eligibility of the proposed district, and to consider and determine whether the proposed plan and project will have a financial impact on any taxing jurisdiction and business activities within the proposed district and to report its findings and make its recommendations to the governing body; and

WHEREAS, the Local Development Act provides that the membership of the Review Committee shall consist of the following: a representative of the governing body who shall serve as chairperson; a representative of the planning Council having jurisdiction over the proposed district; a representative designated by each taxing jurisdiction within the proposed district whose ad valorem taxes might be impacted by the plan; and three members representing the public at-large and selected by the other committee members from a list of seven names submitted by the chairperson of the review committee; and

WHEREAS, it is appropriate and desirable to appoint a Review Committee to consider and make recommendations on a proposed project plan; and

WHEREAS, the City desires to direct the Review Committee and the Bartlesville Planning Council to consider a proposed new tax increment district.

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

SECTION 1. INTENT. The City Council intends to consider approval of a project and creation of a tax increment district to facilitate the financing of eligible project costs of a project; and hereby directs preparation of a project plan by City staff, to be submitted for consideration in

accordance with the Local Development Act. The City Clerk is further directed to facilitate the scheduling and notice of required public hearings pursuant to the Local Development Act.

SECTION 2. RECONVENING OF REVIEW COMMITTEE. A Review Committee is hereby appointed whose membership shall consist of the following: one representative of the City Council, who shall be chairperson; one representative of the Bartlesville Planning Commission; one representative designated by Washington County; one representative designated by Washington County Health Department; one representative designated by Bartlesville Independent School District No. 30; one representative designated by Tri-County Technology Center Vo-Tech District No. 1; and three representatives of the public at large, who shall be selected from a list of seven names submitted by the representative of the City Council, as chairperson of the Review Committee, by the other Review Committee members, provided, one of the at large representatives shall be a representative of the business community in the City, and shall also be either a retailer or a representative of a retail organization. The City Council hereby designates _____ to serve as Chairperson and representative of the City Council. The City Council hereby designates _____ (as Chairman of the Planning Commission) or his designee to serve as representative of the Bartlesville Planning Commission.

SECTION 3. REVIEW COMMITTEE FINDING AND RECOMMENDATION. The Review Committee shall consider and determine whether the proposed amendment to the Project Plan will have a financial impact on any taxing jurisdiction within the proposed district and shall report its findings to the City Council. Furthermore, the Review Committee shall consider and make its findings and recommendations to the City Council with respect to the conditions establishing the eligibility and the appropriateness of approval of the proposed amendment to the Project Plan.

SECTION 4. PLANNING COMMISSION RECOMMENDATION. The Planning Commission shall review the proposed amendment to the Project Plan and shall make a recommendation on the plan to the City Council.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER, 2026.

CITY OF BARTLESVILLE, OKLAHOMA

(SEAL)
ATTEST:

By: _____
Mayor

By: _____
City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF WASHINGTON)

I, the undersigned, City Clerk of the City of Bartlesville, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 2ND DAY OF NOVEMBER, 2026.

(SEAL)

_____
City Clerk

Agenda Item 15.
Thursday, October 29, 2026 at 5:30 p.m.
Prepared by Rachel D Showler
Human Resources Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on the Employment Agreement for Terry Lauritsen as City of Bartlesville City Manager.

Attachments:

- Proposed Employment Agreement between City Manager and City of Bartlesville

II. STAFF COMMENTS AND ANALYSIS

Notable revisions to the contract compared to the previous City Manager contract:

- Addition of Section 6: Ethics and Compliance with City Policies
- Addition of Section 7: Non-fraternization and Professional Boundaries
- Addition of Section 8: Internal Candidate – Return to Former Position
- Section 9: Termination and Severance Pay
- Terry Lauritsen declined the monthly vehicle stipend ($850) and Employer contribution to I.R.C. 401(b) plan in the amount of $17,000 annually.

City Attorney Jess Kane has approved as to form.

III. BUDGET IMPACT

The proposed salary is budgeted for and less than the previous manager's salary. There is a savings annually due to the declination of the vehicle stipend and 401(b) Employer contribution.

IV. RECOMMENDED ACTION

Staff recommends approval of the contract.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, by and between the City of Bartlesville, hereinafter called "Employer," and Terry Lauritsen, hereinafter called "Employee," both of whom understand and agree as follows:

WHEREAS, it is the desire of the Employer to:

1. Secure and retain the services of Employee and to provide inducement for Employee to remain in such employment.
2. Make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security.
3. Provide a just means for terminating Employee's services at such time as Employee may be unable to fully discharge the duties of City Manager or when the Employer may desire to otherwise terminate the employment.

AND WHEREAS, Employee desires to serve as City Manager of said City;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1: DUTIES

A. The City of Bartlesville hereby agrees to employ Terry Lauritsen, as City Manager of said organization, to perform the functions and duties specified in the City Charter, City Ordinances, applicable Oklahoma State Statutes, applicable federal law and this Agreement.

SECTION 2: TERM

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions of the City Ordinances, applicable Oklahoma State Statutes, applicable federal law and as set forth in this Agreement.
B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign, at any time, from the position of City Manager, subject only to the provisions set forth in this Agreement. This Agreement shall become effective on _____ and shall remain in effect for three (3) years, at which time a new Agreement may be considered by the City Council. Any renewal shall be subject to approval by the City Council.

SECTION 3: BASE SALARY, HEALTH INSURANCE, AND OTHER BENEFITS

A. The Employer agrees to pay Employee, for services rendered pursuant hereto, an annual base salary of $207,000, payable in bi-weekly installments in accordance with the City's regular payroll practices, for the effective period of this Agreement and for each year thereafter until and unless modified as provided herein. In the event that there are more than 26 pay periods in a year, Employee shall be paid the applicable bi-weekly amount for all pay periods without regard to the annual base salary. In addition, Employee shall receive longevity pay based on Employee's entire employment with the City of Bartlesville to the same extent and on the same schedule as is paid to other employees. The Employer further agrees that Employee's salary and performance shall be reviewed on an annual basis, with an appropriate salary adjustment provided, as approved by the Employer, based upon Employee's performance.
B. The Employer agrees to provide Employee, at Employer's cost, health insurance, dental coverage, and other benefits provided to other employees in the same manner as such are provided to those employees.

C. Employee shall accrue vacation leave and sick leave at the same rate as other Management Employees with the City of Bartlesville, Oklahoma, and Employee shall be allowed to carry over unused accrued leave balances. Payment of unused leave time upon separation from employment shall be governed by the rules and regulations applicable to other employees of the City of Bartlesville. Employee will advise the Mayor in advance of any absence from work for leave purposes at least three (3) days in advance of commencement of leave, when practicable.
D. Employee shall be provided holiday leave and all other forms of paid leave consistent with leave provided to other municipal employees.
E. The Employer shall provide Employee with the use of a cellular telephone and tablet. The Employer shall directly pay or reimburse Employee for all recurring charges associated with the cellular telephone and tablet. Employee agrees to make the telephone number available to appropriate municipal officials.
F. The Employer recognizes that the Employee must devote a great deal of time outside normal office hours to the business of the City and, to that extent, Employee is authorized to take compensatory time off as Employee deems appropriate during normal business hours. In consideration for Employer agreeing to provide Employee with compensatory time off, Employee acknowledges and agrees that Employer will not be required to compensate Employee for any overtime liabilities incurred by Employee while performing duties as City Manager for the City of Bartlesville, Oklahoma. Furthermore, the use of such compensatory time off shall not be charged against Employee's accrued vacation leave or sick leave.
G. The Employer agrees to contribute the same percentage payments to the Retirement Plan of the City of Bartlesville as it makes for other general employees of the City of Bartlesville.
H. The Employer agrees that other fringe benefits and working conditions applicable generally to management employees of the City of Bartlesville, as the same now exist or may later be amended, shall also apply to the Manager, except where such benefits and conditions are specifically enumerated within this Agreement or are inconsistent with its terms.

SECTION 4: DUES AND EXPENSES

A. The Employer agrees to pay professional dues for Employee's membership in the International City/County Management Association, the City Management Association of Oklahoma, Oklahoma Water Environment Association and other organizations that may benefit Employee's professional development, subject to applicable City policies and budget authorization. Employer agrees to pay for the renewal and all continuing education requirements for the Employee's Professional Engineering license.
B. The Employer agrees to reimburse Employee for all reasonable and authorized business-related expenses incurred by Employee in accordance with applicable City policies.

SECTION 5: CHAIN OF COMMAND

A. Employer acknowledges that contact between City employee(s) and Councilmember(s) will occur from time-to-time. However, in order to preserve the chain of command and ensure the efficient operations of the City of Bartlesville, the Employer and Employee agree:
    1. With the exception of the City Manager, City Attorney, City Treasurer, and Municipal Judge, and except for the purpose of inquiry, the City Council and its members shall deal with the administrative service solely through the City Manager, and neither the Council nor any member thereof shall give orders to any subordinates of the City Manager, either publicly or privately. The City Manager may determine the proper method of interaction and communication between the City Council and staff and shall notify the City Council of the same, in writing, consistent with the Bartlesville City Charter.

SECTION 6: ETHICS AND COMPLIANCE WITH CITY POLICIES

A. Employee shall comply with all applicable City of Bartlesville personnel policies, administrative policies, rules, regulations, procedures, and standards of conduct, as they may be adopted or amended from time to time, except to the extent that a specific provision of this Agreement expressly provides otherwise or applicable law prohibits such application.
B. Employee shall conduct all official duties in an ethical, professional, impartial, and lawful manner and shall comply with the International City/County Management Association (ICMA) Code of Ethics, including applicable amendments or successor versions adopted by ICMA during the term of this Agreement. Employee shall also comply with applicable ICMA professional standards associated with the Code of Ethics.
C. Employee acknowledges that compliance with the ICMA Code of Ethics and applicable City policies is a material condition of employment under this Agreement. Nothing in this Section limits the City Council's authority under the City Charter, applicable law, or this Agreement.

SECTION 7: NON-FRATERNIZATION AND PROFESSIONAL BOUNDARIES

A. The City Manager acknowledges the unique position of authority and trust associated with serving as the City's chief administrative officer and agrees to maintain appropriate professional boundaries with City employees.
B. The City Manager shall not engage in a romantic, dating, or sexual relationship with any City employee.
C. The City Manager shall not use, or attempt to use, his or her position, authority, influence, or access to City resources to initiate, pursue, maintain, or further a romantic or sexual relationship with a City employee..
D. The City Manager shall promptly disclose to the City of Bartlesville Human Resources Director any existing or developing romantic or sexual relationship with a City employee
E. Nothing in this provision is intended to prohibit ordinary professional relationships, friendships, collegial interactions, or social interactions that do not involve a romantic or sexual relationship.
F. A violation of this provision shall constitute a material breach of this Agreement and may constitute grounds for disciplinary action, up to and including termination of employment, subject to the terms of this Agreement and applicable law.

SECTION 8: INTERNAL CANDIDATE – RETURN TO FORMER POSITION

A. Employee is being appointed to the City Manager position from an existing regular position with the City of Bartlesville. The City agrees to hold Employee's position of Director of Water Utilities, or a substantially equivalent position, for a period of not less than six (6) months following the effective date of Employee's appointment as City Manager. Employee is not, however, expected to fulfill the obligations of both positions during this six (6) month time period.
B. If Employee's service as City Manager ends during the six-month protection period for reasons that do not constitute a termination of Employee's employment with the City for cause, Employee shall have the right to return to the position identified in subsection A, or a substantially equivalent position, at the same base salary or salary rate and with the same benefits applicable to that position immediately prior to Employee's appointment as City Manager, subject to generally applicable changes in compensation or benefits made for similarly situated employees.
C. The return right provided by this Section is intended to preserve Employee's regular City employment and does not create a guarantee of employment in the City Manager position. Employee's decision to return to the former position shall constitute a separation from the City Manager position.

D. Nothing in this Section shall be construed to require the City to maintain a position that is lawfully eliminated as part of a City-wide reorganization or other action affecting similarly situated positions; in such event, the City shall make reasonable efforts to place Employee in a substantially equivalent position at the same salary or salary rate and benefits.

E. Employee's rights under this Section 8 may only be exercised as an alternative to the receipt of any severance rights provided for hereinafter. Employee's decision to return to the position identified in subsection A or a substantially equivalent position shall be deemed an irrevocable waiver of Employee's right to severance due for separation from the City Manager position.

SECTION 9: TERMINATION AND SEVERANCE PAY

A. Pursuant to Oklahoma State Statutes, the Employer reserves the right to terminate Employee at any time, for any reason or for no specific reason, subject to applicable law and the provisions of this Agreement.

1. Any Councilmember who desires to include an agenda item to discuss the termination of the City Manager shall advise the City Manager of the basis for termination in writing prior to doing so, and provide the City Manager with not less than thirty (30) business days to provide a written response to the requesting Councilmember.

If the City Manager's written response does not resolve the dispute to the satisfaction of the Councilmember, then the Mayor, City Manager and Councilmember shall meet in an attempt to resolve the dispute. If the dispute is initiated by the Mayor, then the Vice Mayor, City Manager and Councilmember shall meet in an attempt to resolve the dispute.

If, upon meeting, the dispute is not resolved, the possible termination of the City Manager may be included on the next agenda if requested, in writing, to the City Manager, by the requesting Councilmember.

These procedures shall not apply to an annual routine performance review in which the City Council evaluates, reviews, and/or discusses the job performance of the City Manager.

B. Employer agrees that, in the event Employee is terminated, severance pay shall be allowed Employee pursuant to the policy set forth below, unless Employee is terminated for just cause. For purposes of this Agreement, just cause shall include, but shall not be limited to, the conviction of a felony, an established act of corruption, or a material breach of any term or condition of this Employment Agreement, including, without limitation, Sections 6 and 7 hereof. The parties further agree that just cause shall not include any matter concerning a discretionary management decision or action taken by Employee in good faith while performing duties as City Manager for the City of Bartlesville, provided that such decision or action does not otherwise constitute just cause under this Agreement.

C. Severance pay shall be paid as follows:

1. Severance pay shall be paid in an amount equal to NINE (9) months of Employee's annual salary, based on Employee's current salary rate at the time of termination, together with applicable benefits and any accrued vacation leave and 15% of sick leave bank to the extent required by City policy or applicable law.
2. Severance pay shall include benefits existing at the time of termination, with said benefits to continue for the severance period to the extent permitted by the applicable benefit plans and law.
3. Severance pay shall be paid in installments at the same time as other employees of the City are paid, beginning with the first pay period immediately following Employee's termination, unless otherwise required by applicable law or agreed to in writing.

D. For purposes of complying with the severance provisions of this Agreement, appropriations held as unencumbered fund balances, in any fund or account of the City of Bartlesville, shall be deemed to be available and authorized for transfer to the appropriate salary and benefit

expenditure accounts to ensure fulfillment of this provision of the Employment Agreement, to the extent permitted by applicable law.

E. The parties expressly agree that a voluntary resignation by Employee shall not constitute a termination for purposes of severance pay merely because the Employer, the Mayor, a Councilmember, or another City representative suggested, encouraged, requested, discussed, or otherwise communicated that resignation as an option. An Employee-initiated resignation following such a discussion shall not, by itself, create an entitlement to severance pay.

F. Employee shall not be entitled to severance pay if Employee voluntarily resigns from employment with the City, except as otherwise expressly provided in this Agreement or required by applicable law. In the event of a voluntary resignation, Employee shall give the Employer four (4) weeks' advance notice in writing, when practicable.

G. Notwithstanding subsection E, nothing in this Agreement shall prevent the parties from separately agreeing in writing, after a resignation is proposed, to terms governing a negotiated separation, provided such agreement is approved by the City Council as required by law.

H. If the City Charter of the City of Bartlesville is amended to delete the Council/Manager form of government or the City Manager's position, Employee may, at Employee's sole option, be deemed to be "terminated" within the meaning and context of the severance pay provisions contained in this Section.

I. If Employee becomes permanently or temporarily disabled due to sickness, accident, injury, mental incapacity, or health and is unable to perform duties, and during such period of disablement the Council chooses to terminate Employee's employment as City Manager, then Employer agrees to pay Employee for all accrued sick leave in addition to any severance pay otherwise provided under this Section.

SECTION 10: RESPONSIBILITIES AFTER TERMINATION

A. The parties agree that following termination of Employee's employment, certain responsibilities to the City of Bartlesville may continue to exist, such as assistance with transition to a new administration, completion of work in progress, and pending litigation. The parties agree that during the period of time for which severance benefits are being paid, Employee shall assist with such pending matters to such extent as needed and requested by City, not to exceed twenty (20) hours per month at mutually agreeable times, without additional compensation and with reimbursement of actual, necessary expenses. The parties further agree that if additional services are needed during a time period in which no severance pay is being paid, Employee shall be compensated at either Employee's last base salary (calculated hourly) or Employee's base salary existing at the time services are requested (calculated and paid hourly), at Employee's sole option, with reimbursement of actual, necessary expenses.

SECTION 11: INDEMNIFICATION AND SAVINGS CLAUSE

A. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties, to the extent required or permitted by applicable law. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, subject to applicable law.

B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Bartlesville City Council has authorized execution of this Agreement on behalf of the City of Bartlesville, and the Employee has signed and executed this Agreement, which becomes effective commencing the _____ day of _____, 20____.

ATTESTED AND SEALED:	APPROVED:
_____	_____
City Clerk	Mayor, City of Bartlesville
APPROVED:	EMPLOYEE:
_____	_____
City Attorney	Name: Terry Lauritsen

Oath of Office

State of Oklahoma)
) ss.
County of Washington)

I, _____, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States, and the Constitution of the State of Oklahoma, and will discharge the duties of my office with fidelity; that I have not paid, or contributed, either directly, or indirectly, any money or other valuable thing, to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not, knowingly, violated any election law of the State or procured it to be done by others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law, and I further swear (or affirm) that I will not receive, use or travel upon any free pass or on free transportation during my term of office.

_____

Principal

Subscribed and sworn to before me this ___ day of _____ 20 ____

_____

Notary Public

Certificate No. _____

My commission expires: _____