



**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

Monday, February 3, 2025

5:30 p.m.

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

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

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Curd.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. The Invocation will be provided by Errol Hada, Executive Director, Lighthouse Outreach Center.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
- 6. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Street and Traffic Committee
- 7. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of January 6, 2025.
 - ii. The Special Meeting Minutes for the City Council's attendance of the Bartlesville Police Department Flock Safety Camera Forum.
 - iii. The Special Meeting Minutes of January 27, 2025.
 - b. Approval or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committees.**
 - i. Appointment of Mr. Stephen Ivey as Ward 4 Representative to a three-year term on the Bartlesville Water Resources Committee at the recommendation of Councilman Kirkpatrick.
 - ii. Appointment of Mr. Scott Ullrich and Mr. Joseph Glenn to three-year terms each on the Construction and Fire Code Appeals Board at the recommendation of Mayor Curd.
 - iii. Reappointment of Mr. Bruce Kinkade and Mr. Verlyn Timmons to additional three-year terms each on the Sewer System Improvements Oversight Committee at the recommendation of Vice Mayor Dorsey.
 - iv. Reappointment of Mr. John Malcom Joyce, Mr. Kregg Cammack, and Ms. Margaret Anton to additional two-year terms each on the Bartlesville Adult Center Trust Authority at the recommendation of Mayor Curd.
 - v. Appointment of Ms. Dianne Crow, Ms. Kieran Andrews, and Ms. Laura Allen-Ward to two-year terms each on the Bartlesville Library Board at the recommendation of Mayor Curd.
 - vi. Appointment of Ms. Kay Little to a three-year term on the Bartlesville Area History Museum at the recommendation of Councilman Kirkpatrick.

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

- d. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's, and Proposals.**
 - i. Lease T-Hangar Agreement for Unit 111 to David Day for aircraft storage at the Bartlesville Municipal Airport in the amount of \$253 per month.
 - ii. Contract with PioneerDream, Inc. for the development and production of three videos relating to water supply in the amount of \$18,500.
 - iii. Contract with Arbitrage Compliance Specialists for Arbitrage Compliance Services for Fiscal Year ending June 30, 2025 in the amount of \$11,450.00.
 - iv. Service Agreement with Ark Wrecking for demolition and removal services in the amount of \$72,800 for property located at 220 NW Virginia Ave.
 - v. Agreement with Granicus to provide live web streaming for City meetings in the amount of \$8,346 annually.
 - vi. Agreement between the City of Bartlesville and Bartlesville Public School to remove the structure located at 703 S. Delaware Ave.

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

- f. Receipt of Bartlesville NEXT Progress Report**
 - i. Bartlesville NEXT Progress Report – December 2024

- g. Receipt of Financials**
 - i. Interim financials for six months ending December 31, 2024.

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

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

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

11. **Discuss and take possible action to reconsider the amendment to the Council Rules of Order that was originally approved by the Council on 12/2/24 relating to Citizens to be Heard. Presented by Mayor Curd.**
12. **Discuss and take possible action to reconsider the ODL Citizenship Grant that was originally denied by the Council on 1/6/25. Presented by Mr. East.**
13. **Discuss and take possible action to reconsider an agreement with Up with Trees that was originally delayed by the City Council on 1/6/25. Presented by Vice Mayor Dorsey.**
14. **Discuss and take possible action to reaffirm the City's policy regarding City Council appointments to Authorities, Boards, Commissions and Committees, and to approve City Council appointments to Authorities, Boards, Commissions and Committees. Presented by Mayor Curd.**
15. **New Business**
16. **City Manager and Staff Reports.**
17. **City Council Comments and Inquiries.**
18. **Adjournment.**

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

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

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

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

Cable Viewing on Sparklight: Channel 56

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



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

Monday, January 6, 2025

5:30 p.m.

James S. Curd, Jr., Mayor

918-338-4282

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

MINUTES

(The Notice of Meeting was posted Dec. 13, 2024 and the Agenda was posted Dec. 31, 2024 at 5:30 p.m.)

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

City staff in attendance was Laura Sanders, Assistant City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Fire Chief H.C. Call; Larry Curtis, Director of Community Development; Robin Betts, Director of H.R.; Kiley Roberson, Director of the Library and History Museum; Kelsey Walker, Communications and Marketing Manager; Alicia Shelton, Accounting; Chuck Collins, Engineering; Deputy Police Chiefs Troy Newell and Andrew Ward; Lisa Beeman, Grant Coordinator; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Curd at 5:34 p.m.**
- 2. Roll Call was conducted a quorum established.**
- 3. The Invocation was provided by Dr. Jason Fullerton, Pastor, Spirit Church.**
- 4. Citizens to be heard.**

William Payton and Vic Severand both thanked the City Council for opening the Citizens To Be Heard portion of City Council meetings to citizens in Washington County. The two also are opposed to the Citizenship Grant Agreement in Item 7.d.i.

Joel Rabin commented on the boundary change approved at the December meeting to allow citizens of Washington County to speak.

John Clay-Burnett commented on Endeavor 2025-Comprehensive Plan and requesting that Items 7.c.ii. and 7.d.v. be postponed pending further review of the Comprehensive Plan.

Bob Pomeroy commented on how sports and tournaments generate a great deal of revenue to the City and applauded the great work on the sports facilities. He also commented that the new directional signs are attractive and helpful.

5. City Council Announcements and Proclamations.

- **Crime Stoppers Month- January 2025. Presented by Vice Mayor Dorsey.**

6. Authorities, Boards, Commissions and Committee Openings

- One opening on the Bartlesville Library Board.
- One opening on the Bartlesville Museum Trust Authority.
- One opening on the Bartlesville Water Resources Committee (Ward 4 Representative).
- One opening on the Construction & Fire Code Appeals Board.
- One opening on the Sewer System Improvements Oversight Committee.

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

7. Consent Docket

- a. Approval of Minutes
 - i. The Regular Meeting Minutes of December 2, 2024.
 - ii. The Special Workshop Meeting Minutes of December 5, 2024.
- b. Approval or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committee.
 - i. Appointment of Ms. Michelle Young to a three-year term on the Park Board at the recommendation of Mayor Curd.
 - ii. Appointment of Mr. Phil Bates to a three-year term on the Ambulance Commission at the recommendation of Mayor Curd.
 - iii. Reappointment of Mr. Harry Deathe to an additional three-year term on the Community Center Trust Authority at the recommendation of Councilmember Sherrick.
 - iv. Reappointment of Mr. Jordan Gentges and Mr. Frank Villarruel to additional three-year terms on the Street and Traffic Committee at the recommendation of Councilmember East.
 - v. Reappointment of Ms. Melanie Bayles to an additional three-year term on the Bartlesville Area History Museum Trust Authority at the recommendation of Councilmember Kirkpatrick.
 - vi. Reappointment of Mr. Gary Collins and Mr. Thomas Montgomery to additional three-year terms each on the Ambulance Commission at the recommendation of Mayor Curd.
 - vii. Appointment of Rebecca Stephenson to fill an unexpired term on the Park Board at the recommendation of Mayor Curd.
- c. Approval of Resolutions
 - i. Amending the budget of the City of Bartlesville for fiscal year 2024-2025 appropriating Private Donations from multiple agencies for the Fire Department.
 - ii. Amending the budget of the City of Bartlesville for fiscal year 2024-2025 appropriating unanticipated revenue in the Restricted Revenues Fund for the use of grant funds from the Energy Efficiency and Conservation Block Grant (EECBG) Program.
 - iii. Amending the budget of the City of Bartlesville for fiscal year 2024-2025 appropriating funds from the Lyon Foundation to the CIP Sales Tax Fund.

- d. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's, and Proposals.
 - i. Citizenship Grant Contract between the Oklahoma Department of Libraries and the City of Bartlesville/Bartlesville Public Library in the amount of \$14,000 to fund the salary of the Immigration/Citizenship Literacy Assistant.
 - ii. Short Form Contract with Strong Roofing & Construction and the City of Bartlesville in the amount of \$66,790.00 to replace the roofs on Fire Station 3 (3501 SE Price Road) and Fire Station 4 (100 S. Madison Blvd.)
 - iii. Agreement with Local Government Testing Consortium and the City of Bartlesville to administer the random drug and alcohol tests for all applicable City employees that meet the Substance Abuse Policy guidelines, at \$65.00 per person.
 - iv. Service Agreement extension between United Community Action Program for the CityRide community transportation program and the City of Bartlesville in the amount of \$55,000.
 - v. Service Agreement with Up With Trees and the City of Bartlesville to work with Keep Bartlesville Beautiful to identify suitable planting locations, develop a planting plan, secure necessary permissions from ODOT, and once approved, handle all aspects of planting, including utility locates, procurement, planting and initial maintenance of the trees.
 - vi. Amendment #4 to the Professional Service Agreement with Tetra Tech, Inc. for engineering services for the Wastewater Treatment Plant Expansion and the Limestone to Chickasaw Transport Corridor.
 - vii. Agreement with Ochelata Rural Fire Department for antenna and repeater installation on City-owned water tower (South Tower) for dispatching and communications.
 - viii. MOU with the IAFF Local 200 setting the insurance rates to be paid by the City to the IAFF Local 200 for calendar year 2025 as per the fiscal year 2025 collective bargaining agreement.
- e. Approval of Appointment of Authorized Agent
 - i. Appointment of Ms. Robin Betts 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 due to her appointment as Human Resources Director.
- f. Receipt of Bartlesville NEXT Progress Report
 - i. Bartlesville NEXT Progress Report – December 2024
- g. Receipt of Financials
 - i. Interim financials for four months ending October 31, 2024.
 - ii. Interim financials for five months ending November 30, 2024.

Mayor Curd read the consent docket in full. Mr. Sherrick removed Items 7.c.ii, 7.di., and 7.d.v for further discussion.

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

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

Voting Nay: None

Motion: Passed

7.c. Approval of Resolutions

- ii. Amending the budget of the City of Bartlesville for fiscal year 2024-2025 appropriating unanticipated revenue in the Restricted Revenues Fund for the use of grant funds from the Energy Efficiency and Conservation Block Grant (EECBG) Program.

Mr. Sherrick stated that since this Item and Item 7.d.v. are in alignment as initiatives of the Comprehensive Plan that is under review, he requested postponement of consideration on these two items.

Mr. Sherrick moved to postpone Item 7.c.ii. until reconciliation of and a final vote of the Comprehensive Plan-Endeavor 2045 has taken place.

Discussion ensued about the type of carts that will be purchased; that two will be used for the police department and two for the golf course; \$76,320 is the amount of the grant; both departments spec'd out the carts; the four carts are not to replace any vehicles in the City's fleets; the maintenance budget will be covered in the City's general fund; the police will use the carts on Pathfinder as well as for special events; the golf course already has several electric golf carts therefore common place use and purchase; the two for the golf course are lightweight utility vehicles; and the two for the police department will have seating for four people. Mr. Sherrick opined how this step could possibly start the movement towards replacing all City vehicles with electric vehicles. Discussion followed on how staff knows that pursuing electric vehicles to replace existing vehicles is not something this Council would want, nor does City management; cost to maintain electric carts would be similar to electric carts the City already has; how the City has an electric fleet for the golf course currently; how the City studied replacing gas vehicles with electric vehicles at the request of a past City Council member and it was voted down; how the budget is approved annually by the Council and would be made aware of any such movement; and bids are also approved by Council which would keep the Council aware of any such movement; that the average lifespan of the batteries are several years; that the electric carts are easier to maintain; uses of the carts for the golf course vs uses by the police department; the ordinance for use of motorized carts on Pathfinder may possibly need amendment to allow 4-wheel motorized carts; time-frame to submit the grant; and how it is a reimbursable grant.

Mr. Sherrick amended his motion to postpone consideration of Item 7.c.ii. until the next regular meeting of the City Council with the provision that the additional information discussed be provided at that meeting.

Additional discussion covered how soon the carts are needed; how both the police department and the golf course are anxious to acquire them and put them in use; and that there is an 8-year warranty on the battery.

Mr. East seconded Mr. Sherrick's motion to postpone. He went on to say that the purchase of these carts are certainly in line with and fits the need of both departments. Mayor Curd commented that both departments need these vehicles for a variety of important needs. Ms. Beeman provided the process involved once the grant is submitted and/or accepted. Additional discussion covered the battery in the carts; the bid receipt and award process; that there are no "strings" attached; and that there are no commitments required especially towards any energy policy. Mr. Sherrick stated that delaying the vote is reasonable for further research.

Voting Aye: Mr. Sherrick

Voting Nay: Mr. East, Vice Mayor Dorsey, Mayor Curd

Motion: Failed

Vice Mayor Dorsey moved to approve Item 7.c.ii. as originally presented, seconded by Mr. East.

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

Voting Nay: Mr. Sherrick

Motion: Passed

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

- i. Citizenship Grant Contract between the Oklahoma Department of Libraries and the City of Bartlesville/Bartlesville Public Library in the amount of \$14,000 to fund the salary of the Immigration/Citizenship Literacy Assistant.

Mr. Sherrick commented that this grant is a grant from the Federal Government to the City for disbursement. and that upon research, he found that there is no requirement for participants to provide proof of being in the United States lawfully in order to participate in the program. His opinion is that the City is providing services, potentially, intended for legal residents in the State of Oklahoma to people who may be in the U.S. unlawfully.

Mr. Sherrick moved the City vote this down, not receive this grant and not provide this program unless the City requires participants provide proof of being in the U.S. lawfully by green card or some means of being in the U.S. lawfully.

Discussion ensued between Mr. Sherrick and the Library Director, Kylie Roberson, covering how the grant is from the Oklahoma Department of Libraries, National Institute of Library and Museum Services and providing proof of legality is not required by them, therefore not required by the Library. Ms. Roberson reported on how the program works; the program has been in place for 11 years; the program also provides English and Spanish classes; how many have gone on to obtain their citizenship (45); how many are currently enrolled in the program (99); at time of citizenship testing applicants do have to provide proof of legality; the Library program is for everyone; the Library does not administer the citizenship test; how there is no law for anyone to provide proof of legality for a library card or to receive any library services; how offering a green card or citizenship proof is not required for any other program, and in doing so, may single out or show bias. Mr. Sherrick stated that using the information taken from the

class could potentially be used in an illegal manner; how it can affect voter rolls with the information learned from the program; how showing identification is required to receive a library card and check out materials; and how it is illegal to offer Federal funds to illegal citizens. Mr. Dorsey inquired if there are college students who may be using the program, in which Ms. Roberson stated there were, as well as businesses who's employees use this service. Mr. Sherrick stated that he is in favor of the program but feels there should be a requirement to show proof of legality, and since identification is received for other services, it seems reasonable, in his opinion, for the Library to require proof of legality and for the Department of Libraries to require it. Ms. Roberson stated that the Library would have to refuse the grant if the City required proof of legality since it would not meet the grant criteria when asked by Mr. Sherrick if she would require proof of legality. Mayor Curd asked for action on this item.

Mr. Sherrick moved to accept 7.d.i. with the amendment that direction will be given to the Library to require participants to provide proof of that they are in the United States lawfully, seconded by Mr. East.

Voting Aye: Mr. Sherrick, Mr. East
Voting Nay: Vice Mayor Dorsey, Mayor Curd
Motion: Failed by virtue of a tie vote.

Mr. Dorsey moved to accept Item. 7.d.i. as originally presented, seconded by Mayor Curd.

Voting Aye: Vice Mayor Dorsey, Mayor Curd
Voting Nay: Mr. East, Mr. Sherrick
Motion: Failed by virtue of a tie vote.

- v. Service Agreement with Up With Trees and the City of Bartlesville to work with Keep Bartlesville Beautiful to identify suitable planting locations, develop a planting plan, secure necessary permissions from ODOT, and once approved, handle all aspects of planting, including utility locates, procurement, planting and initial maintenance of the trees.

Mr. Sherrick stated, in his opinion, this action is in alignment with many of the green initiatives in Endeavor 2045, green streets being one and other line items in it that include tree equity and increasing tree canopy. The period of maintenance from Up with Trees is only three years, afterwards maintenance will fall to the City. He added that this may cause damage to roads which would be a budgetary expense, as well as other maintenance needed for the landscaping.

Mr. Sherrick moved to postpone consideration of Item 7.c.v. until the Comprehensive Plan-Endeavor 2045 completes reconciliation and a final vote has taken place, seconded by Mr. East.

Discussion followed between Mr. Curtis, Director of Community Development and the Council about the deadline for the grant; how this is a private grant from Phillips 66 provided to the Keep Bartlesville Board (KBB); that KBB met and agreed to recommend acceptance; planting would occur along Washington Boulevard and Frank Phillips Boulevard; and how

the grant will need to be utilized within fiscal year-by the end of June 2025. Additional discussion covered that Up with Trees will submit the paperwork to ODOT for utilization of the right-of-way; how a majority of planting will be within the ODOT right of way; how if denied by ODOT, then the grant and agreement will not move forward; and that Bartlesville is designated a Tree City and has been for several years. Mayor Curd commented that this is beautification issue; how he appreciates the members of the KBB; how Up With Trees is a good program, and their experience will be a great addition to the community. Vice Mayor Dorsey added that the trees that are chosen will keep damage and maintenance to a minimum, and will replace some of the trees that were heavily damaged and removed from the May tornado. Further discussion covered how once the contract is approved, Up With Trees can provide additional information; the landscape area on Highway 75; approximate width of the planting area on the highway of 30 feet, 10 feet and 8-10 feet depending on the location; and that the new trees would not impose or be an impediment to emergency vehicles during a weather event.

The motion was clarified that Mr. Sherrick moved to postpone consideration Item 7.c.v. until reconciliation of Endeavor 2045 and a final vote on it has taken place, seconded by Mr. East.

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

8. Public hearing and possible action on a request for a new Planned Unit Development (PUD) and Site Development Plan for 1.43 acres, zoned C-7 (Highway Commercial), at the northwest corner of Nowata Rd/US Hwy 60 and Madison Blvd. Presented by Larry Curtis, Director of Community Development.

Mr. Curtis reported that Case PUD-1024-0045/46 is a request for approval of a new Planned Unit Development (PUD) and Site Development Plan for 1.43 acres at the northwest corner of Madison Blvd and Nowata Rd/US Hwy 60. The site consists of two separate lots recently purchased by ASAP Energy with the intention of developing a new ASAP gas station/convenience store with their preferred layout. The property was previously developed as the same use, but is now currently vacant. The gas station/convenience store use is permitted by right in the existing C-7 (Highway Commercial) zoning. However, ASAP's preferred site layout would not conform to required C-7 setbacks for the north and south property boundaries. A PUD allows for flexibility in design while maintaining compatibility with adjacent uses. To this end, proposed modifications to the Zoning Regulations in this PUD are as follows:

Setbacks:

- North setback reduced from 40 feet to 20 feet.
- South setback reduced from 50 feet to 30 feet.

Parking and Circulation:

- Prohibit drive aisles within the reduced north setback.
- Minimum parking requirement set at 1 per 300 square feet.

Landscaping:

- Relocate plantings required for street frontage landscaping on the south side to the west side of the site.
- Modify the residential screening along the north property boundary to replace the required

plantings and 6-ft opaque fence or wall with an 8-ft tall opaque privacy fence.

Signage:

- Remove the existing pole sign in the right of way and replace with a monument sign.
- Allow the new monument sign to be located within 90 feet of residential property, rather than 100 feet.

In their regular meeting held December 17, 2024, the Planning Commission recommended approval of PUD-1024-0045/46 per staff recommendation. Staff recommended approval subject to the dedication of ultimate right of way for Nowata Rd/US Hwy 60 and official combination of the lots prior to issuance of a Certificate of Occupancy. No one signed up to speak during the public hearing on this item at the City Planning Commission meeting. The City Planning Commission recommends approval subject to the dedication of ultimate right-of-way for Nowata Rd/US Hwy 60 and official combination of the lots prior to issuance of a Certificate of Occupancy.

A brief discussion covered the exact location of the business; setbacks; that there will be no drive way traffic behind the business; and buffering.

Mayor Curd opened the public hearing at 6:47 p.m. Appearing to speak was John Clay-Burnett who inquired the name of the business. Mr. Curtis stated it was ASAP Energy. There being no one further appear to speak, Mayor Curd closed the public hearing at 6:48 p.m.

Mr. Dorsey moved to approve the new Planned Unit Development (PUD) and Site Development Plan for 1.43 acres, zoned C-7 (Highway Commercial), at the northwest corner of Nowata Rd/US Hwy 60 and Madison Blvd. as presented, seconded by Mr. East.

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

Voting Nay: None

Motion: Passed

9. Discuss and take possible action on utilization of the building at Centennial Park for a Start-Up Incubation Program to be managed by the Park Board. Presented by Larry Curtis, Director of Community Development.

Mr. Curtis reported that the Start-Up Incubation Program at Centennial Park is an initiative aimed at fostering local entrepreneurship and innovation. By repurposing a 500-square-foot building within the park, this program provides an affordable, short-term platform for start-ups and small businesses to launch and test their concepts in a real-world environment. The facility includes one room and a restroom but lacks a kitchen, making it ideal for retail, gallery/showroom, or other uses. Rent and city services will be provided at no cost to the tenant, with the exception of electricity, which must be set up in the business's name or charged back. The six-month lease period is designed to maintain a rotation of businesses, ensuring fresh opportunities for new ventures and varied community engagement. Applications are evaluated based on business feasibility, community impact, and alignment with the space's limitations. The structured application form requires detailed business goals, marketing strategies, and a financial plan, ensuring that selected participants are prepared to succeed within the program's parameters. The lease agreement outlines responsibilities such as maintenance, operational hours, and compliance with municipal regulations to safeguard the City's investment in the

program. The initiative is expected to stimulate economic growth, attract visitors to Centennial Park, and enhance its role as a community hub. By offering this opportunity, the City demonstrates a commitment to supporting small businesses and fostering a thriving local economy. The Park Board unanimously recommended this program for approval at their November 2024 meeting. The space is not currently being utilized. Mayor Curd is the Council liaison to the Park Board and submitted his thoughts and approval of the program.

A brief discussion covered the application process; a required thorough business plan is to be submitted with the application; the City will ensure the structure is up to code, electrical expenses to be paid by lessee; upgrades and changes will fall to the lessee; changes to the facility must be approved by the Park Board; and that a committee will review the applications to ensure all criteria is met.

Vice Mayor Dorsey moved to approve the Start-Up Incubation Program utilization of the building at Centennial Park as presented, seconded by Mr. Sherrick.

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

Voting Nay: None

Motion: Passed

10. Presentation on the long-term water supply options at Hulah Lake, Copan Lake, Ada-Vamoosa Aquifer and Kaw Lake. Presented by Terry Lauritsen, Director of Water Utilities.

Mr. Lauritsen reported that in September 2023, the Water Resources Committee decided to further investigate the water supply options at Hulah Lake, Copan Lake, the Ada-Vamoosa Aquifer and Kaw Lake. The goal is to add between 10 to 16 million gallons per day (MGD) of water to secure the City's water supply for the next 75 to 100 years. Below is the current status of the investigations into these options.

Hulah Lake – Reallocate up to 10% of the lake's flood control storage to water supply, as recommended by a 2007 Planning Assistance to States Study conducted by the US Army Corps of Engineers (COE). This 10% reallocation would provide an additional 10 million gallons per day (MGD) of water. The reallocation process can only be performed by the COE. In November 2023, the City requested a reallocation study through the Planning Assistance to States (PAS) program, as recommended by the COE. In January 2024, the COE denied the request stating that reallocation studies cannot be performed through the PAS program. In February 2024, the City modify the reallocation request and submitted it to the COE. In April 2024, we met with the COE, who informed us that reallocation at Hulah was not permitted due to its Dam Safety Action Classification (DSAC) rating, which at the time was a 3. In July 2024, the City requested the DSAC reports through the Freedom of Information Act. In September 2024, the COE notified the City that Hulah Lake's DSAC score had been upgraded to a 4, based on the latest evaluation finalized in July/August 2024 – the COE updates these evaluations every 10 years, with the re-evaluation process having started in 2023. This new DSAC score now allows for reallocation. The City immediately requested a reallocation study for Hulah Lake. In October 2024, the City met with the COE regarding the reallocation request. The COE explained that a reallocation request must be authorized and funded through Congress, either via a Water Resources Development Act (WRDA) legislation or an operational budget line item. These studies typically involve a 50/50 cost share, with the overall cost of the study estimated at \$3 million. The quickest path forward would be to secure a provision in the next WRDA bill, which is set to be introduced in 2026. If a

provision is included and passed, the study could begin in 2027 and be completed between 2030 and 2033. When the City inquired about hiring an engineering consultant approved by the COE to perform the reallocation study, the response was no — only the COE is authorized to conduct these studies. Additionally, when the City asked if it could pay 100% of the costs to bypass the need for federal legislation to authorize and fund the study, the answer was also no. While the current DSAC score allows for reallocation, the COE advised that flood control reallocation at Hulah will be complex, as it could negatively affect Hulah's DSAC rating, effectively nullifying the reallocation. If reallocation were to occur without adversely affecting the DSAC rating, the City would be responsible for all costs associated with the environmental and recreational mitigation resulting from raising the water level. The path forward requires federal legislation for a reallocation study including an environmental and a mid-cycle DSAC evaluation. City staff will continue working with Oklahoma's federal delegation to prepare and submit the necessary language for the next WRDA bill in 2026.

Copan Lake – Two items are being investigated. The first is to secure the remaining 2 MGD of water storage that is currently reserved for the Town of Copan. Federal legislation was approved in 2022 to facilitate this acquisition. However, the COE's interpretation of the price structure contained in the legislation resulted in a price that was unaffordable to pursue. In 2020, under the WRDA legislation passed in 2018, the City of Bartlesville purchased 1 million gallons per day (MGD) of water storage at Copan Lake for \$205,000. However, the Army Corps of Engineers' interpretation of the 2022 WRDA legislation led to a significant increase in the cost for the remaining 2 MGD of water storage, with the price rising to around \$5.3 million, far exceeding the anticipated cost of approximately \$500,000. Fortunately, the 2024 WRDA legislation has passed, effectively closing this loophole and bringing the cost of the remaining 2 MGD of water storage back down to the expected \$500,000. This bill has been sent to President Biden for signature. Negotiations and a Memorandum of Understanding will need to happen with the Town of Copan to allow the Town of Copan to release their reserved rights of 2mgd for Bartlesville to purchase the rights for \$520,000. Should the Town of Copan need these in the future, they can purchase them back at the same pricing. The other item being investigated is the option, recommended by a 2007 Planning Assistance to States Study conducted by the COE, to reallocate up to 10% of the lake's flood control storage to water supply. 10% reallocation will provide an additional 8 million gallons of water per day. This effort has mirrored those documented for Hulah Lake, with the difference being the DSAC rating. In 2023, the COE released the DSAC ratings from the re-evaluation of Copan Lake, and the rating remained at a 3, meaning it is not eligible for reallocation. The path forward will require multiple rounds of federal legislation to fund studies that evaluate potential improvements needed downstream and/or at the dam to raise the DSAC rating, which would facilitate reallocation. Additionally, legislation will be needed for a reallocation and environmental study.

Ada-Vamoosa Aquifer – This is a major aquifer located in central Osage County close to the City owned Hudson Lake. Staff was able to locate studies that determined water quality and yield in the area of interest. Results of those studies indicate that water is compatible with our treatment system and can yield a maximum theoretical production of 39 gallons per minute per well. 25 wells could produce a maximum of 1.4 million gallons per day and would require at least 700 acres for a well field, with wells spaced 1/4 mile apart. To access the groundwater, the City would either need to own the land above the aquifer or lease the water rights from the landowner. The conceptual cost estimate for obtaining 1.4 million gallons per day of water from the aquifer is \$12.8 million. However, a detailed study on the feasibility of securing either the land or water rights for this option has not yet been conducted. If this option is pursued, a property investigation will need to

be carried out, along with the drilling of several test wells to confirm yield and model the impacts of the well field. The estimated cost for these preliminary tasks is between \$600,000 and \$1 million.

Kaw Lake - Srinu Sundaramoorthy, with S2 Engineering provided the report on Kaw Lake. In February 2024, the City Council approved a professional services contract with S2 Engineering to assess the compatibility of Kaw Lake's water with the City's existing treatment system. The contract also tasked S2 Engineering with providing several options for a pump station and pipeline alignment, along with project cost estimates for three flow scenarios: 14, 18, and 22 million gallons per day – there are 38 million gallons per day of water rights available for purchase. The study has been completed, and the final report is large and can be emailed upon request. Mr. Sundaramoorthy covered the conventional water quality parameters, pollutants of concern which would require more detailed evaluation and sampling, potential intake locations, intake types, and potential pipeline alignments. He reviewed the Kaw Lake storage fees for 14 mgd, 15,638 acre-feet, storage fee of \$16, 009,089; 18 mgd, 20,164 acre-feet, storage fee of \$20,642,491; and 22mgd, 24,644 acre-feet, storage fee of \$25,228,802 all of which will need to add annual maintenance cost share as determined by USACE. He also provided the costs associated with intake and pump station types:

	Intake Types		
	Submerged Intake with Onshore Pump Station (Type 1)	Free Standing Intake with Onshore Pump Station (Type 2)	Free Standing Intake Combined with Pump Station (Type 3)
Submerged Screen Intake	\$6,480,000	N/A	N/A
Intake Tower & Piping	N/A	\$9,458,000	\$12,499,000
Tunnel Intake Pipe	\$3,376,000	\$3,088,000	N/A
Access Bridge	N/A	N/A	\$6,016,000
Onshore Pump Station	\$34,708,000	\$39,088,000	N/A
Offshore Pump Station	N/A	N/A	\$29,720,000
Other Costs ²	\$7,340,000	\$8,401,000	\$7,891,000
Total Estimate of Probable Cost ¹	\$51,904,000	\$60,035,000	\$56,126,000

Note: ¹ Includes 35% Contingency, 2024 Cost Assumptions
² Other Costs include engineering/survey/permits

and, pipeline costs associated with possible alignment scenario:

	Alignment 1 48.7 Miles		Alignment 2 52.9 Miles	
	14 MGD or 18 MGD	22 MGD	14 MGD or 18 MGD	22 MGD
	Pipeline	\$162,346,000	\$173,692,700	\$179,206,350
Breakout or One Way Tank ¹	\$3,656,300	\$4,687,500	\$4,743,750	\$4,743,750
Other Costs:				
Environmental	\$622,300	\$622,300	\$663,000	\$663,000
Survey	\$345,600	\$345,600	\$426,000	\$426,000
Easements	\$2,656,300	\$2,656,300	\$2,885,400	\$2,885,400
Engineering	\$19,920,200	\$21,405,600	\$22,074,000	\$23,841,400
Permits	\$480,000	\$480,000	\$500,000	\$500,000
Total Estimate of Probable Co	\$190,027,000	\$203,890,000	\$210,499,000	\$226,995,000

Note: ¹ Includes 30% Contingency, 2024 Cost Assumptions
² Other Costs include engineering/survey/permits

and, projected project costs:

	Alignment 1 (Intake Location C)			Alignment 2 (Intake Location C)		
	48.7 Miles			52.9 Miles		
	14 MGD	18 MGD	22 MGD	14 MGD	18 MGD	22 MGD
Kaw Water Storage Fee (USACE)*	\$16,009,089	\$20,642,491	\$25,228,802	\$16,009,089	\$20,642,491	\$25,228,802
Submerged Intake Screen & Shore PS	\$46,498,000	\$49,074,000	\$51,904,000	\$46,498,000	\$49,074,000	\$51,904,000
Pipeline Conveyance	\$190,027,000	\$190,027,000	\$203,890,000	\$210,499,000	\$210,499,000	\$226,995,000
Other Costs						
Osage Mineral Council	TBD	TBD	TBD	TBD	TBD	TBD
OWRB Water Rights	TBD	TBD	TBD	TBD	TBD	TBD
Total Estimate of Probable Cost ¹	\$252,534,089	\$259,743,491	\$281,022,802	\$273,006,089	\$280,215,491	\$304,127,802

Note: * Plus, annual maintenance cost share as determined by USACE

and, annual operational costs for potential scenarios:

	ANNUAL OPERATION AND MAINTENANCE (O&M) COST SUMMARY					
	Alignment 1 (Intake Location C)			Alignment 2 (Intake Location C)		
	48.7 Miles			52.9 Miles		
	14 MGD	18 MGD	22 MGD	14 MGD	18 MGD	22 MGD
KAW SUPPLY (IN-SERVICE)^a						
Pipeline and Breakout/One-way Tank	\$43,000	\$43,000	\$43,000	\$50,300	\$50,300	\$50,300
Intake and Pump Station	\$1,362,900	\$2,041,200	\$2,137,400	\$975,600	\$1,943,800	\$2,234,900
Total (System In-Service)	\$1,405,900	\$2,084,200	\$2,180,400	\$1,025,900	\$1,994,100	\$2,285,200
KAW SUPPLY (NOT IN SERVICE)^b						
Pipeline and Breakout/One-way Tank	\$43,000	\$43,000	\$43,000	\$50,300	\$50,300	\$50,300
Intake and Pump Station	\$19,300	\$25,700	\$28,900	\$16,200	\$16,200	\$28,900
Total (System Not In Service)	\$62,300	\$68,700	\$71,900	\$66,500	\$66,500	\$79,200

Notes: ^a In-Service operation assumes 24x7 operation at the flow rate shown. ^b When "Not-in-Service" pumps are assumed one day/month operation.

Mr. Muninger, CFO/City Clerk, reported that the rate impacts for the Kaw Lake option would average a \$91.40 to \$101.76 increase to residential customer rates, and the Ada Vamoosa Aquifer option would increase residential rates on an average of \$4.64 per month. The Hulah and Copan Lakes option would increase residential rates approximately \$4 to \$5 per month.

Mr. Lauritsen reported that the Bartlesville Water Resources Committee will meet mid-January to review the information and develop recommendations for the Council to consider at the February City Council meeting.

Discussion covered the average monthly costs; how the Hulah and Copan Lake options are the most affordable option with approximately \$4 to \$5 a month increase to residential customers; continue to look at cost effective ways to provide additional water to Bartlesville customers; how Enid had no other options than to use Kaw Lake, where Bartlesville has several good options; the desire to provide a fiscally prudent process; working with the Federal legislation takes time; and how Bartlesville officials have learned through the 20 year process how to work with the Corps of Engineers and legislation.

- Discuss and take possible action to approve a Resolution to amend the Unsheltered Homeless Task Force Resolution #3277, and to approve the appointment of the Task Force membership as presented in the proposed Resolution. Presented by Mike Bailey, City Manager.**

Ms. Sanders reported that at the regular meeting in November 2024, the City Council passed a resolution creating the Unsheltered Homeless Task Force and specified the makeup of the committee. Mr. Kirkpatrick and Mr. Bailey reviewed the applications and during the process of selecting the members, there were two individuals who did not specifically meet the criteria laid out in the original resolution that they wanted to add. They are Councilmember East and Christy McPhail. Both of these individuals have expressed an interest in being part of the committee, but for different reasons, there was not a spot on the committee for either. In the case of Mr. East, Mr.

Kirkpatrick is already filling the role of Council liaison and for Mrs. McPhail who runs B the Light Mission with her husband, Keith McPhail. Both Mr. and Mrs. McPhail are interested in serving, but there was only room on the committee for one of them. Councilmember Kirkpatrick is proposing to add both of these individuals as non-voting members to ensure that no organization represented on the committee receives more than one vote. The amended Section 3 of Resolution #3722 will read:

"This task force shall be comprised of thirteen (13) voting members and three (3) non-voting members who meet the following criteria, and who shall be appointed by the City Council to serve for the entire term of this task force. A member may meet one or more of these criteria.

- a. City Manager or designee (non-voting staff liaison).
- b. Community member with knowledge, training, or experience that is relevant the task force's mission (non-voting advisor).
- c. Two City Councilmembers. (1 voting and 1 non-voting).
- d. One ex-officio member of OK House or Senate.
- e. One mental health professional with experience serving Bartlesville's unsheltered population.
- f. One medical professional with experience serving Bartlesville's unsheltered population.
- g. One law enforcement official with experience addressing criminal and safety issues related to Bartlesville's unsheltered population.
- h. One nonprofit expert with experience serving Bartlesville's local unsheltered population.
- i. One church representative with experience serving Bartlesville's local unsheltered population.
- j. One local business owner whose place of business is adversely affected by Bartlesville's unsheltered population.
- k. One citizen whose primary residence is adversely affected by Bartlesville's unsheltered population.
- l. One representative from Bartlesville public school system who is familiar with the issues related to homelessness in our schools.
- m. One person who has experienced homelessness in Bartlesville.
- n. One veteran who is knowledgeable about homelessness among veterans.
- o. At least one at-large representative with knowledge, training, or experience that is relevant the task force's mission."

Ms. Sanders continued that Mr. Kirkpatrick has recommended the following individuals for appointment:

Mike Bailey, City Manager

Christy McPhail, Non-Voting Community Member

Aaron Kirkpatrick, Voting Councilmember

Larry East, Non-Voting Councilmember

Judd Strom, OK House Representative

Rachel Showier, Mental Health Professional

Amber Vieux, Medical Professional

Sierra Compton, Law Enforcement Official

Keith McPhail, Nonprofit Expert

Errol Hada, Church Representative

Tom Gorman, Local Business Owner

Sherri Smith, Citizen

Sarah Rowe, BPS Representative

Dustin Ainesworth, Veteran and Formerly Homeless (fulfills two categories)

Alan Gentges, At Large

Lisa Cary, At Large

Ms. Sanders concluded that staff and Mr. Kirkpatrick requests approval of the amendment and recommended membership.

Discussion covered if all recommended members are citizens of Bartlesville; Rep. Strom's qualifications to serve opposed to having Rep. Kane serve; and how Rep. Strom would provide good representation on the task force.

Mr. Dorsey moved to approve Resolution #3726 as presented.

Mr. Sherrick commented that since an amendment is being considered to the original Resolution, specifically to add positions and approve the task force, he would like to have a tertiary goal added to it.

Mr. Sherrick moved that to add an additional section to the Resolution 3726 amending Res. #3722 that would be enumerated Section 5.C.1. and the language would be to recommend to the City that they pursue any and all injunctive relief available through the courts against those identified by the evidence of their experience to be perpetrators of the ongoing increase of the homeless population in Bartlesville. He added that the section could be under B.4. or C.1. He added that he is bringing this forward after speaking with non-profits who are involved with the homeless where they had identified certain entities to him who bring in parties who do not have residence, family, or friends in Bartlesville, and after a treatment failure, they are released onto the city streets of Bartlesville with no money or way to survive here. Thereby, these entities perpetuate the increase in the number of homeless encountered here.

Mr. Sherrick's motion was seconded by Mr. East. Mr. Kane pointed out that Mr. Dorsey has a motion on the floor with no second, and that there is now a new motion on the floor with a second. Mr. Sherrick pointed out that according to Rosenberg's Rules there can be up to three motions live on the floor, with the last motion to be voted upon first. Then, if needed, Mr. Dorsey's motion could be seconded and a vote taken.

Mr. East asked Mr. Sherrick how did he envision the Task Force taking the action he added. Mr. Sherrick said the Task Force would recommend that the City pursue and take legal action falling under the City's division of law to take injunctive action to stop them from releasing people who do not have friends, family, or a residence here and would be left homeless. He again stated that this request came from non-profits who wants the City needs to intervene and stop certain entities from releasing homeless to the streets of Bartlesville instead of sending them back from where they came from. Mayor Curd stated

that he feels that the Task Force should make that decision, that there are a lot of good people on the Task Force who could address this issue if they feel it is needed. Further discussion covered the order of motion.

Mayor Curd seconded Mr. Dorsey's motion to approve the amendment as originally presented. Mr. Sherrick again stated that according to Rosenberg Rules of Order, the votes are to be taken in reverse order, so Mr. Sherrick's motion was voted upon first.

Voting Aye: Mr. Sherrick, Mr. East
Voting Nay: Vice Mayor Dorsey, Mayor Curd
Motion: Failed by virtue of a tie vote.

Mayor Curd stated that Councilman Kirkpatrick wanted the Council to know that he is very supportive of the amended Resolution and recommended membership. Mr. Sherrick stated he had no issue with the Resolution, but only wanted to address the concerns of those entities he had spoken with. Mr. Kane stated this is a new issue to him, that he had not heard this from the non-profits, and asked Mr. Sherrick to provide the information he received from them so that he could research their concerns. Mr. Sherrick agreed to provide the information.

Vice Mayor Dorsey moved to approve the Resolution amending Resolution #3277 and approving the membership appointments set out in the Resolution as originally presented, seconded by Mayor Curd.

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

12. New Business

There was no new business to address.

13. City Manager and Staff Reports.

Ms. Sanders reported on:

Flock Camera System Town Hall on January 16 in Lyon Hall at Bartlesville Wesleyan University that will be open to the public; and

there is a Christmas Tree Drop off location at Sooner Park, and mulch will be available free of charge; and

Hot Topics Workshops that the City Council will be holding over the next several months as follows: January 27–Drag Show Regulations; February 24–Flock Camera Utilization; March 24–NEXT Strategic Plan Update; April 28–Annual Budget; and May 19, Endeavor 2045–Comprehensive Plan and Capital Elections. All meetings will begin at 5:30 p.m. in the 1st floor conference room at City Hall. The meetings are open to the public.

14. City Council Comments and Inquiries.

Mr. Sherrick received letters of gratitude for opening the Citizens to be heard portion of Council meetings to include all of Washington County and asked they be included in the minutes.

Mayor Curd, using a PowerPoint, updated the Council on the Wayfinding and Park signage, as well as the new parking lot improvements in the City's parks.

Mr. Sherrick added his appreciation to the City's webmaster for correcting an error on the Pathfinder Parkway page of the City's website so quickly.

- 15. There being no further business to address, Mayor Curd adjourned the meeting at 8:07 p.m.**

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk

From: Daniel Nallon <dnallon.ok2a@gmail.com>
Sent: Friday, January 3, 2025 10:30 AM
To: Tim Sherrick
Subject: Thank you to our Newly Elected City Council

Dear Members of the City Council,

I hope this message finds you well. As a resident of the surrounding areas, I want to take a moment to express my sincere gratitude to each of you for stepping up and volunteering for the important roles you now hold on our city council.

Your commitment to public service is commendable, and I appreciate the dedication you've shown in adding your voices to the conversation. The decisions made by the council have a significant impact not only on Bartlesville but also on Washington County as a whole. By encouraging open dialogue and allowing all of us to weigh in on issues that affect our communities, you are fostering a spirit of inclusivity and collaboration that is essential for progress.

Thank you for welcoming diverse perspectives and ensuring that the concerns of the broader community are heard and considered. Your willingness to serve is a testament to your commitment to making Bartlesville a better place for everyone.

Looking forward to seeing the positive changes your leadership will bring!

Warm regards,

Daniel Nallon
Ochalela, OK.
email: dnallon.ok2a@gmail.com

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Daniel Nallon,
Director of NE Chapters
Oklahoma Second Amendment Association
[The States Leading Advocate for 2nd Amendment Rights](#)

It is with a grateful heart that I write to you to share with all the city councilors who approved the vote to allow Washington County voices, beyond ten miles, to be heard during public comment.

These voices would include those who, like myself, patronize businesses contributing tax dollars to the local economy, volunteer time contributing to the good of the community, and serve and worship with the people who do reside within the city of Bartlesville.

May the Lord's hand be on this council and on those who advise them.

Resident of Ramona, OK



Bartlesville Wesleyan University- Lyon Hall

**2201 Silver Lake Road
Bartlesville, OK 74006**

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

**Thursday, January 16, 2025
6:00 p.m.**

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

MINUTES

Notice and Agenda posted at 5:30 p.m. Tuesday, January 14, 2025.

- 1. Mayor Curd called the meeting to order at 6:00 p.m. Roll call was conducted and a quorum was obtained. City Council attending were Mayor Jim Curd, Jr., Vice Mayor Trevor Dorsey, Councilmen Aaron Kirkpatrick and Larry East. Councilman Sherrick was not in attendance.**
- 2. The attending City Council Members received information at the Bartlesville Police Department Flock Safety Camera Forum.**
- 3. Mayor Curd adjourned the meeting once the forum concluded.**

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk



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

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

**Monday, January 27, 2025
5:30 p.m.**

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

MINUTES

The Notice of Meeting and Agenda was posted at 5:30 p.m. Thursday, January 23, 2025.

City Council attending were Mayor James S. Curd, Jr., Vice Mayor Trevor Dorsey, Councilmembers, Aaron Kirkpatrick, and Larry East. Councilman Tim Sherrick was not in attendance.

City staff in attendance were Mike Bailey, City Manager, Laura Sanders, Assistant City Manager, City Attorney Jess Kane, Chief Communications Officer Kelli Williams, Library and History Museum Director Kiley Roberson, IT Director Matt McCollough, and Executive Assistant Elaine Banes.

- 1. Mayor Curd called the workshop meeting of the Bartlesville City Council to order at 5:42 p.m.**
- 2. Roll call was held and a quorum established.**
- 3. The invocation was provided by Mr. Kirkpatrick.**
- 4. Citizens to be heard.**

Twenty-one citizens spoke with 17 citing the use of drag shows as a political platform tactic, inclusion/acceptance, compassion, artistic expression, censorship, racism, homophobia, facism, how ROGD is not an actual medical diagnosis, legal expenses becoming a burden to taxpayers if a lawsuit is filed, 1st Amendment rights, tabling any action to prohibit drag shows in public for further clarity, and general opposition to a proposed ordinance banning drag queen shows in public. The 17 were Avery Higgs, Angela Utley, Rev. Kelley Becker, Hillary Kamplain, Spencer Brandley, Noah Meadows, Anne Franklin, Volta Veri, Schawna Jaekle, Devin Williams, Homer Heffington, Rev. Tammy Schmitt, Brandon Wade, Rebecca Renfroe, Nicholas LeMay, Michelle Larkin, and Rachel Gurell,

Two citizens spoke in favor of banning drag queen performances in public, LaChelle Griffin and Shawn Barker, and Jim Heney cited Bible verses in support of his opposition to drag shows. Mr. Rabin commented on the room the meeting was held in being inadequate for the topic being addressed, and that people in attendance should remove their masks.

5. Discussion about possible regulations related to adult oriented entertainment in public spaces.

Mr. Bailey opened the Item stating that this is a discussion item requested by and for the Councilmembers. They have each heard Mr. Kane's presentations and recommendations and now wish to discuss the subject and proposals they may have. Mr. Kirkpatrick began by thanking everyone who were in attendance and who spoke during citizens to be heard. He added that he feels most citizens share common values, want to feel safe, want to have their 1st Amendment Rights upheld, and have their parental rights respected. He stated that he feels with what he is proposing that values and safety will be addressed. He reported that his ordinances and resolution are not about drag, but about the health and well-being of children. He asked citizens to consider his proposals through the lense of children's health. The proposed resolution would establish an oversight committee to review and approve/disapprove special events of over 500 people. Mr. Dorsey stated that the proposed documents to appear to focus on children's health and inquired if City Attorney Kane feels they are constitutional. Mr. Kane began by covering how the Council has heard his presentations and recommendations. He reiterated that he is not a 1st Amendment expert and recommends that should the proposed ordinances and resolution be considered for adoption, that an expert in this field should be engaged. He did offer compliments to Mr. Kirkpatrick for his ideas and developing the ordinances and resolutions. He added that should they be adopted, there he does not feel there would be an avenue for litigation. Although, should the proposed committee find that the drag show event is not suitable and deny the event application, a lawsuit would then ensue. Therefore, there may not be a lawsuit in the adoption of the proposed ordinances, but there will be a lawsuit if the drag show event is denied as a result of them.

Discussion covered the Texas A&M lawsuit, which was a campus lawsuit, therefore not applicable; the Tennessee case whose outcome is still under review; the events that exacerbated protests about drag shows being held in Unity Park; how the focus should be on the safety and health of children; how it may be best to await additional Supreme Court decisions on the subject; and that Oklahoma Senate Bill 550 has been brought forward in the current session that may address the issue by the State and not place the burden on individual cities and towns. Mayor Curd commended Mr. Kirkpatrick on his work on the proposed ordinances and resolution, and Mr. Dorsey thanked Mr. Kane for his research on the subject. Mr. Kirkpatrick encouraged the public to continue to reach out to him with their input on how to address the issue. He added that he would place his proposed ordinances and resolution on his website.

After a brief recess, the meeting continued at 7:45 p.m.

6. Discussion about Council appointments to Authorities, Boards, Commissions and Committees.

Mr. Bailey provided an excel worksheet to the Council to review the various committees and which Councilmembers serve on and which ones they may want to serve on. Discussion while reviewing resulted in a general consensus as follows:

Adams Golf Course Operating Committee – Vice Mayor Dorsey

Adult Center Trust Authority – N/A

Ambulance Commission – N/A

Bartlesville Convention & Visitor's Bureau (Visitor Inc.) – Vice Mayor Dorsey and Mr. Kirkpatrick

Bartlesville Development Authority – Mayor Curd and Vice Mayor Dorsey

Bartlesville Redevelopment Trust Authority – Mr. East

Bartlesville Film Authority – Mayor Curd

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

No action was taken. Consideration and approval will be taken at the February 3, 2025 City Council meeting.

7. There being further business to address, Mayor Curd adjourned the meeting at 8:11 p.m.

James S. Curd, Jr.

Jason Muninger, CFO/City Clerk

Elaine Banes

From: Aaron Kirkpatrick <aaronforward4@gmail.com>
Sent: Tuesday, January 21, 2025 10:41 AM
To: Elaine Banes
Cc: Mike L. Bailey
Subject: Re: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Mr. Ivey has my full support to be appointed to this committee.
Please put it on the agenda and let's get him added to the team!
Thanks!
- Aaron

On Tue, Jan 21, 2025 at 10:37 AM Elaine Banes <rebanes@cityofbartlesville.org> wrote:

Good morning,

Mr. Ivey provided his application and I am forwarding to your for your consideration. Should you chose to have him appointed, let me know and I will place it on the February 3rd City Council agenda for approval.

Thank you,

Elaine Banes

Executive Assistant

City of Bartlesville

401 S. Johnstone Ave.

Bartlesville, OK 74003

918-338-4282

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Tuesday, January 21, 2025 10:31 AM
To: Elaine Banes
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 Water Resources Committee

Name

Stephen Ivey

Residential Address

442 Northeast De Bell Avenue
Bartlesville, OK 74006
[Map It](#)

Work Phone

(918) 337-3615

Cell Phone

(479) 466-8811

Email

stivey88@gmail.com

Ward Number

4

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

I am well-qualified to serve on the Water Resource Committee due to my extensive experience in leadership, community engagement, and program development, as well as my educational background. As a Senior and Youth Pastor, I have led community outreach initiatives, coordinated major events, and successfully managed resources to support diverse groups. My educational achievements, including an Associate of Science degree from Northwest Arkansas Community College and a Bachelor of Arts degree from the University of Arkansas, have provided me with strong analytical and problem-solving skills. Additionally, my work experience includes developing structured programs, fostering teamwork, and improving operational processes, such as my role at Walmart, where I assessed training effectiveness and enhanced operational procedures. I am confident that my skills in collaboration, organization, and continuous improvement will allow me to make meaningful contributions to the Water Resource Committee's efforts in managing and sustaining this vital resource.

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

Throughout my career, I have been deeply involved in various communities, primarily through my roles in ministry and education. Since relocating to Bartlesville in July 2023 to serve as the Senior Pastor at Greater First Church, I have been focusing on settling in and have not yet engaged in community activities here. I look forward to contributing to the Bartlesville community as I become more established in my new role.

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

I would like to see the Water Resource Committee in Bartlesville prioritize the sustainable management of our water resources while ensuring transparency, fairness, and community involvement in decision-making processes. The committee should focus on maintaining the highest standards of water quality and safety, implementing practices that promote long-term resource

conservation, and addressing potential challenges such as population growth or climate impacts. This is not to say that these things are not currently happening, but rather to emphasize the importance of continuing and enhancing these efforts. Additionally, I would like to see the committee foster open communication with the public, providing education and updates on water-related initiatives to build trust and encourage responsible water usage across the community. These efforts will help ensure that Bartlesville continues to thrive with a clean, safe, and reliable water supply.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint Joseph Glenn to a three-year term on the Fire Code Appeals Board.

Attachments:

Construction and Fire Code Appeals Board Application.

II. STAFF COMMENTS AND ANALYSIS

Based on his application and qualifications, the Bartlesville Fire Department Administration strongly believes that Mr. Joseph Glenn would be an excellent candidate for this position. His extensive experience with building codes across Industrial, Commercial, and Residential sectors, combined with his in-depth knowledge of construction practices, will be a significant asset to this role. Mr. Joseph Glenn's proven ability to interpret and apply complex code requirements, along with his practical understanding of construction methodologies, will contribute to maintaining safety standards and ensuring compliance within the community. His expertise will prove to be a valuable asset in this position.

III. RECOMMENDED ACTION

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

Elaine Banes

From: no-reply@bitbrilliant.com
Sent: Monday, January 6, 2025 4:11 PM *Handwritten signature*
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities
*cc: HC Call
Trey Yankovich*

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Construction and Fire Code Appeals Board

Name

Joseph Glenn

Residential Address

1930 Putnam Dr.
Bartlesville, OK 74006
[Map It](#)

Work Phone

(918) 337-0600

Cell Phone

(918) 213-5579

Email

joseph.glenn@glennsecurity.com

Ward Number

2

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

I currently work/ own Glenn Security Systems, Inc., Oklahoma State Certified Fire Alarm installer & Fire Alarm Manager.

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

I haven't yet been involved in city committees, but I am the Board Chairman of NE. Oklahoma Crimestoppers, Member of Spirit Church, Member of board The Cottage. Raised in Bartlesville and Graduate of BHS.

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

Maintain building safety and fire code standards.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to appoint Mr. Scott Ulrich to a three year term on the Construction & Fire Code Appeals Board.

Attachments:

Construction & Fire Code Appeals Board application.

II. STAFF COMMENTS AND ANALYSIS

Based on his application, staff believes Mr. Ulrich would be a good candidate for this position. His many years of experience with building codes and construction will prove to be a valuable asset in this position.

III. RECOMMENDED ACTION

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

Please check the ones you wish to serve on:

- Construction and Fire Code Appeals Board

Name

Scott Ullrich

Residential Address

1311 Delaware ave
Bartlesville, Oklahoma 74003
[Map It](#)

Home Phone

(918) 534-6654

Cell Phone

(918) 534-6654

Email

marieullrich@sbcglobal.net

Ward Number

3

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

23 years city inspector

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

23 years city inspector

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

Uphold construction and fire codes

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to reappoint Bruce Kinkade to an additional three-year term on the Sewer System Improvements Oversight Committee (SSIOC).

II. STAFF COMMENTS AND ANALYSIS

Mr. Kinkade's term on the SSIOC is set to expire in March 2025, and he has agreed to serve another term. With over 12 years of experience in municipal sewer operations, Mr. Kinkade has contributed valuable insights to the SSIOC.

III. RECOMMENDED ACTION

Staff and Councilman Dorsey recommend the reappointment of Mr. Kinkade for a second 3-year term at the next available City Council meeting.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to reappoint Verlyn Timmons to an additional three-year term on the Sewer System Improvements Oversight Committee (SSIOC).

II. STAFF COMMENTS AND ANALYSIS

Mr. Timmons' term on the SSIOC is set to expire in March 2025, and he has agreed to serve another term. With over 30 years of experience in the plumbing industry, Mr. Timmons has contributed valuable insights to the SSIOC.

III. RECOMMENDED ACTION

Staff and Councilman Dorsey recommend the reappointment of Mr. Timmons for a second 3-year term at the next available City Council meeting.

Bartlesville Adult Center Trust Authority

1400 Washington Blvd.

Bartlesville, Oklahoma

January 2, 2025

John Malcom Joyce, Kregg Cammack, and Margaret Anton would like to be reappointed for another 2-year term which expires in February 2025.

All have served their previous term in helping with 55+ Activity Center as members of good standings.

We would like to have them reappointed for another 2 year term at the City Council meeting.

LaVeta J. Fickel

Director

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration for the appointment of Dianne Crow, Kieran Andrews and Laura Allen-Ward to the Bartlesville Public Library Board of Directors.

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Public Library Board of Directors currently has two open positions available and a third position opening at the next regular board meeting in April of 2025. Below are the recommendations to fill those positions.

I would like to recommend the appointment of Dianne Crow to the Bartlesville Public Library Board of Directors. Ms. Crow is an active member in the Bartlesville community and eagerly enrolled in and completed the inaugural Bartlesville Citizens Academy. She is an avid library user and has expressed interest in pursuing a Master's degree in Library and Information Sciences. Ms. Crow has served on several past boards in the Bartlesville Community and also has a history of working with children. For all these reasons and more, Ms. Crow would be a valuable addition for the Bartlesville Public Library Board of Directors.

Second, I would like to recommend the appointment of Kieran Andrews to the Bartlesville Public Library Board of Directors. Mrs. Andrews is another frequent library user who spends many hours utilizing our library along with her two young children. She is a prospective law student and also served at the Education Access Center at Tulsa Community College in downtown Tulsa for almost three years. Ms. Andrews is passionate about her community, especially it's library, and would like to give back through her time and service. She would be a great new member of the Bartlesville Public Library Board of Directors.

Third, I would like to recommend the appointment of Laura Allen-Ward to the Bartlesville Public Library Board of Directors. Ms. Allen-Ward has a Masters Degree in Library and Information Science. She runs the Knowledge Center (Library) at Phillips 66 and also for CPChem for more than 11 years. Her knowledge base and past experience make her an excellent choice for the Bartlesville Public Library Board of Directors.

IV. RECOMMENDED ACTION

I recommend the appointment of Dianne Crow, Kieran Andrews and Laura Allen-Ward to the Bartlesville Public Library Board of Directors.

Please check the ones you wish to serve on:

- Library Board

Name

Dianne Crow

Residential Address

610 SE Elmhurst Ave
Bartlesville, OK 74006
[Map It](#)

Home Phone

(918) 214-6329

Email

diannekcrow@gmail.com

Ward Number

1

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

I have loved books my entire life. I am a former high school English teacher. I have never volunteered or worked at a library, but I have spent many, many hours in them. I am about 90% certain I am going to go back to school for an MLIS degree.

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

I was on the Family Promise board for three years. I have been on the board of my church for three years and have committed to another three. I completed the inaugural Bartlesville Citizens Academy and LOVED it. I am on the board of Bartlesville Equality and have started my second year. I volunteered at Agape Mission sporadically for three years.

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

The library board must protect and support the public library. We have a new director, and the board should work in tandem with her to continue the amazing work and services our library provides the community. We need to continue to ensure that all literature is available for public consumption and that zealots do not try to dictate what is available based on their personal opinions. Our library provides so many useful and needed community services, beyond items to be borrowed, and I want to be a part of continuing that legacy.

Please check the ones you wish to serve on:

- Library Board

Name

Kieran Andrews

Residential Address

2523 Regency Rd
Bartlesville, OK 74006
[Map It](#)

Home Phone

(918) 977-0066

Email

kieran.aandrews@gmail.com

Ward Number

2

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

I worked as an office support assistant at the Education Access Center at TCC in downtown Tulsa for almost 3 years. I now have two small children and together we frequent the library often. I am also an aspiring law student with plans to attend the University of Tulsa this fall.

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

I have yet to serve on a board, but am hoping this will be my jumping off point. I have called Bartlesville home for 5 years and am committed to helping serve this community in any capacity, especially through the library.

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

I would like to see awareness of all facets of the library achieve more widespread notoriety. The library is more than books- it's a place where the community can come together and grow through education and togetherness.

Please check the ones you wish to serve on:

- Library Board

Name

Laura Allen-Ward

Residential Address

23921 N 4028 DR
BARTLESVILLE, Oklahoma 74006-0493
[Map It](#)

Home Phone

(203) 240-8192

Email

laaward@gmail.com

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

I have a Masters in Library and Information Science. I run the Knowledge Center (Library) at Phillips 66 and also for CPChem (11+ years).

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

I was President of the Newcomers Club and on the board of the YWCA in Darien, CT. 1 year

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

I've been impressed with the Library's offerings. I'd like to support the Library and their mission.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration for the appointment of Kay Little to the Bartlesville Area History Museum Trust Authority

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the appointment of Kay Little to the Bartlesville Area History Museum Trust Authority. As a local historian herself, Ms. Little is a wealth of knowledge and an incredible resource for the BAHMTA. Ms. Little created the business Little History Adventures in 2012 following six years as education coordinator for Bartlesville History Museum. Now she wants to give back to the Bartlesville community through her service and time. For all these reasons and more, Ms. Little would be an excellent addition to the Bartlesville Area History Museum Trust Authority.

IV. RECOMMENDED ACTION

I recommend the appointment of Kay Little to the Bartlesville Area History Museum Trust Authority.

Rec'd 8/6/24
EB
cc: Kiley Roberson
Quinn Schippe
Cindy Yell

CITY OF BARTLESVILLE

APPLICATION FOR CITY BOARDS, COMMISSIONS, COMMITTEES AND TRUST AUTHORITIES

✓ - Please check the ones you wish to serve on:

- | | |
|---|---|
| <input type="checkbox"/> Adams Municipal Golf Course Committee | <input type="checkbox"/> Community Center Trust Authority |
| <input type="checkbox"/> Ambulance Commission | <input type="checkbox"/> Construction and Fire Code Appeals Board |
| <input type="checkbox"/> Bartlesville Adult Center Trust Authority | <input type="checkbox"/> Keep Bartlesville Beautiful Board |
| <input type="checkbox"/> Bartlesville Convention & Visitors Bureau | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Bartlesville Development Authority | <input type="checkbox"/> Park Board |
| <input type="checkbox"/> Bartlesville Film Authority | <input type="checkbox"/> Park Board Subcommittee- Tree Committee |
| <input checked="" type="checkbox"/> Bartlesville History Museum Trust Authority | <input type="checkbox"/> Sewer System Improvement Oversight Committee |
| <input type="checkbox"/> Bartlesville Library Trust Authority | <input type="checkbox"/> Street and Traffic Committee |
| <input type="checkbox"/> Bartlesville Redevelopment Trust Authority | <input type="checkbox"/> Tax Incentive District Review Committee |
| <input type="checkbox"/> Bartlesville Water Resources Committee | <input type="checkbox"/> Tower Green Design Committee |
| <input type="checkbox"/> City Board of Adjustment | <input type="checkbox"/> Transportation Committee |
| <input type="checkbox"/> City Planning Commission | <input type="checkbox"/> White Rose Cemetery Board |

NAME: Kay Little HOME PHONE: _____
 RESIDENTIAL ADDRESS: 5904 Martin Pl WORK PHONE: _____
 CITY/STATE/ZIP: Bartlesville, OK 74006 CELL PHONE: 918-766-2090
 EMAIL ADDRESS: littlehistoryadventures@gmail.com WARD NO: 5

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

I have been an educator over 40 years. I was the education director @ BATHM for 6 1/2 yrs. I now own my own history business, Little History Adventures.

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

I have been involved in the homeschool community, now on board of WGS. Former board member of BCC. Also was on AATC board.

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

I would like to see the museum continue to showcase our local history, maybe even in another location. I would like to see the trust be more involved with the museum.

Signature: Kay Little Date Applied: 8-6-24

Please mail or deliver to: City of Bartlesville
 City Manager's Office
 401 S. Johnstone Ave.
 Bartlesville, OK 74003



For anything additional, please attach.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2024-25 appropriating grant funds from the Federal Aviation Administration (FAA) for the Bartlesville Municipal Airport.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2024-2025. Appropriating Grant Revenue for the Bartlesville Municipal Airport.

FAA Grant Agreement

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville Municipal Airport applied for and received a \$598,714 grant from FAA for the Airport Taxilane. These funds must be appropriated prior to their expense.

III. BUDGET IMPACT

Budgetary impact nets zero, \$598,714 increase in revenue and \$598,714 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RESOLUTION _____

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

WHEREAS, THE City of Bartlesville has received donation funds from FAA in the amount of \$598,714; and

WHEREAS, the City of Bartlesville needs to appropriate \$598,714 of these revenues prior to their expenditure;

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

The Airport Dept (147) of the Municipal Airport Fund (240) shall be increased as follows:

Other Improvements (55930)	\$ 598,714
----------------------------	------------

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY OF FEBRUARY, 2025.

Mayor

Attest:

City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Arkansas/Oklahoma Airports
District Office, Southwest Region

FAA ASW-630
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

July 29, 2024

The Honorable Dale Copeland
Mayor of Bartlesville
Bartlesville, Oklahoma 74003

Dear Mayor Copeland:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - **Airport Infrastructure Grant (AIG) Project No. 3-40-0007-018-2024** at Bartlesville Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 04, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kathy Franklin, (817) 222-5697, katherine.franklin@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn Boles
 Glenn Boles (Jul 29, 2024 17:35 CDT)

Glenn A. Boles, Manager
 Arkansas/Oklahoma Airports
 District Office



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date July 29, 2024

Airport/Planning Area Bartlesville Municipal Airport

Airport Infrastructure Grant Number 3-40-0007-018-2024

Unique Entity Identifier CKY9XKKMR6V8

TO: City of Bartlesville

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a **Project Application dated April 01, 2024**, for a grant of Federal funds for a project at or associated with the Bartlesville Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bartlesville Municipal Airport (herein called the "Project") consisting of the following:

Construct Taxilane (Phase II)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under **this Offer is \$598,714.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$598,714 is for airport development.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 04, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;

- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 01, 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
- ii. Gross waste of Federal funds;
- iii. An abuse of authority relating to implementation or use of Federal funds;
- iv. A substantial and specific danger to public health or safety; or
- v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- v. A court or grand jury;
- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
- vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. **Remedy and Enforcement Authority.**
1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

28. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
29. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

31. **Usable Unit of Development**. The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Glenn Boles

Glenn Boles (Jul 29, 2024 17:35 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Offi

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 5, 2024

City of Bartlesville

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Dale W. Copeland

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Jess M. Kane, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oklahoma. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 9, 2024

%}

Jess M. Kane
By: Jess M. Kane (Aug 9, 2024 09:51 CDT)
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **(City of Bartlesville)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of April 01, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2024-25 appropriating grant funds from the Federal Aviation Administration (FAA) for the Bartlesville Municipal Airport.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2024-2025. Appropriating Grant Revenue for the Bartlesville Municipal Airport.

FAA Grant Agreement

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville Municipal Airport applied for and received a \$138,286 grant from FAA for the Airport Taxi Lane. These funds must be appropriated prior to their expense.

III. BUDGET IMPACT

Budgetary impact nets zero, \$138,286 increase in revenue and \$138,286 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2024–2025, APPROPRIATING UNBUDGETED REVENUE FOR THE MUNICIPAL AIRPORT FUND.

WHEREAS, THE City of Bartlesville has received donation funds from FAA in the amount of \$138,286; and

WHEREAS, the City of Bartlesville needs to appropriate \$138,286 of these revenues prior to their expenditure;

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

The Airport Dept (147) of the Municipal Airport Fund (240) shall be increased as follows:

Other Improvements (55930)	\$ 138,286
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APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY OF FEBRUARY, 2025.

Mayor

Attest:

City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Arkansas/Oklahoma Airports
District Office, Southwest Region

FAA ASW-630
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

August 12, 2024

The Honorable Dale Copeland
Mayor of Bartlesville
Bartlesville, Oklahoma 74003

Dear Mayor Copeland:

The Grant Offer for Airport Improvement Program (AIP) **Project No. 3-40-0007-019-2024** at Bartlesville Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 04, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the

Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kathy Franklin, (817) 222-5697, katherine.franklin@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn Boles

Glenn Boles (Aug 12, 2024 20:33 CDT)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 12, 2024

Airport/Planning Area Bartlesville Municipal Airport

Airport Infrastructure Grant Number 3-40-0007-019-2024

Unique Entity Identifier CKY9XKKMR6V8

TO: City of Bartlesville

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 01, 2024, for a grant of Federal funds for a project at or associated with the Bartlesville Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bartlesville Municipal Airport (herein called the "Project") consisting of the following:

Construct Taxilane (Phase I)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable **under this Offer is \$138,286.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$138,286 for airport development

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 04, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 01, 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements

will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- ii. **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 4. **Information Retrieval System.** The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
32. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Glenn Boles

Glenn Boles (Aug 12, 2024 20:33 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

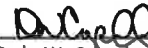
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 13, 2024

City of Bartlesville

(Name of Sponsor)



Dale W. Copeland (Aug 13, 2024 07:45 MDT)

(Signature of Sponsor's Authorized Official)

By: Dale W. Copeland

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Jess M. Kane, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oklahoma. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 13, 2024

By: Jess M. Kane
Jess M. Kane (Aug 13, 2024 08:49 CDT)
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of Bartlesville), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 01, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Lease T-hangar unit 111 to David Day for aircraft storage at the Bartlesville Municipal Airport.

Attachments:

David Day- T-Hangar 111 Lease agreement.

II. STAFF COMMENTS AND ANALYSIS

Lease rate \$253 monthly

III. BUDGET IMPACT

\$3,036 annual revenue

IV. RECOMMENDED ACTION

Staff recommends entering into a lease with David Day for aircraft storage in T-Hangar 111.

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

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

RECITALS:

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

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

WITNESSETH:

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

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

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

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

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

3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 8th day of January, 2025, and ending on the 31st day of January, 2025, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Two Hundred FiftyThree and NO/100 Dollars (\$253.00) per calendar month. All such payments shall be made to Lessor, at the following address:

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

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

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

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

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

OTHERWISE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.

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

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

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

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

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

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

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

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

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

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

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: David Day
1289 State Hwy 99
Sedan, KS 67361

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____
Print Name: _____
Title: _____

Date: _____

Exhibit "A"
(Description of Leased Premises)

T- Hangar #111 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approve a contract with PioneerDream Inc. for the development and production of three videos relating to water supply.

Attachments:

Services agreement

II. STAFF COMMENTS AND ANALYSIS

Funding has been allocated this fiscal year for the creation and production of videos focused on water supply. Videos have proven effective in educating and informing the public about Bartlesville's NEXT strategic plan and will play a key role in communicating the city's water supply journey. The goal is to produce three videos that highlight the past, present, and future of Bartlesville's water supply. These videos will be available on the City's website and serve as a central part of the effort to educate and engage the community on these important initiatives.

The proposed cost for the development, shooting, editing and mastering of all three videos is \$18,500.

III. BUDGET IMPACT

This project will have a budget impact of \$18,500. Funding is available through Water Operational and General Fund budgets.

IV. RECOMMENDED ACTION

Staff recommends approval of the proposed agreement with PioneerDream Inc. for the development and production of three videos as described above.



TO: City of Bartlesville
ATTN: Terry + Kelli

FROM: Jay Webster
PioneerDream, Inc.

RE: Water Video Series

01/24/25

PioneerDream agrees to produce a series of 1 x (90 sec - 2min.) + 2 x (4-5min) Videos focused on the past, present and future of Water Supply for the **City of Bartlesville**. PioneerDream will work in conjunction with **The City of Bartlesville** to oversee content development, video shooting, editing, mastering and creation of the three production elements.

PioneerDream agrees to provide all services for this project at the discounted, non-profit cost of \$18,500 total for the three video series. This estimate includes pre-production coordination/production cost for shoot days + post-production for the 3 videos. Our normal billing policy requires all projects be paid in two installments; one half (\$9250) at the signing of the contract (Jan 2025) - and a final payment of (\$9250) upon receipt and approval of the 3 part video deliverables projected for completion by March 2025.

PioneerDream is committed to the satisfaction of our clients. We will work with **The City of Bartlesville** to make these creative projects the most effective pieces they can be. The first 4 hours of changes/adjustments are included - after that changes will be approved in advance via the client and billed at a discounted non-profit rate of \$75.00 per editing hour.

On behalf of **PioneerDream**, thank you for choosing our services. We are truly excited to have this opportunity to work with **the City of Bartlesville** on the completion of these Water Supply videos and creative elements for your organization. We look forward to helping you create them! Thank you.

City of Bartlesville Date

PioneerDream Date

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Take action to approve Engagement for Arbitrage Compliance Services with Arbitrage Compliance Specialists.

Attachments:

Engagement Letter

II. STAFF COMMENTS AND ANALYSIS

Pursuant to the Arbitrage and Use of Proceeds Certificate agreed to at the time bonds are issued, any year in which \$5,000,000 in debt is issued, arbitrage compliance and rebate calculations must be performed. This engagement is to prepare arbitrage compliance reports pertaining to the required rebate and yield reduction payment to the United States Treasury, Internal Revenue Service (the "IRS") for specific bond issues listed below.

Combined Purpose General Obligation Bond, Series 2014

Combined Purpose General Obligation Bond, Series 2014B

Combined Purpose General Obligation & Limited Tax Bonds, Series 2018A & 2018B

Combined Purpose General Obligation Bond, Series 2018C

Combined Purpose General Obligation Bond, Series 2022

Combined Purpose General Obligation Bond, Series 2023

Cost of the engagement is \$11,450.00

III. RECOMMENDED ACTION

City Staff recommends Arbitrage Compliance Specialist due to this being their sole expertise and their competitive price point in the market. The City has contracted with Arbitrage Compliance Specialist for past G.O. Bond arbitrage calculations.



January 8, 2025

Mr. Jason Muninger, Chief Financial Officer
City of Bartlesville, Oklahoma ("Issuer")
401 S. Johnstone Avenue
Bartlesville, Oklahoma 74003

Dear Mr. Muninger:

**CONTRACT FOR ARBITRAGE COMPLIANCE SERVICES FOR
THE FISCAL YEAR ENDING JUNE 30, 2025**

Arbitrage Compliance Specialists, Inc. ("ACS") is proposing a comprehensive contract ("Contract") to complete arbitrage compliance computations as required by the United States Treasury, Internal Revenue Service ("IRS") for the tax-exempt debt listed in the Bond Compliance Program Budget. The Issuer or ACS can terminate this Contract upon a 30 day written notice and payment of any services to-date.

We appreciate the opportunity to provide assistance to help the Issuer comply with the IRS arbitrage compliance requirements. As always, if we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext. 7538.

Sincerely,

Matt Collins, Vice President
Arbitrage Compliance Specialists

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing matt@rebatebyacs.com.

Accepted by – Signature

Print Name, Title

Date



Bond Compliance Program Budget

City of Bartlesville, Oklahoma



Wednesday, January 8, 2025

06/01/23 to 06/30/25

BOND FACTS			REPORT	BUDGET			
Ctrl #	PAR	Bond Issue	Description	Type	Start Date	End Date	Amount
6.00	\$1,500,000.00	Combined Purpose General Obligation Bonds, Series 2014	Arbitrage Rebate Calculation	Final	06/27/19	06/01/24	\$2,150.00
7.00	\$5,200,000.00	Combined Purpose General Obligation Bonds, Series 2014B	Arbitrage Rebate Calculation	Final	12/30/19	12/01/24	\$2,150.00
10.00	\$10,250,000.00	Combined Purpose General Obligation & Limited Tax Bonds, Series 2018A & 2018B	Arbitrage Rebate Calculation	05th Year	06/28/18	06/28/23	\$2,500.00
11.00	\$2,500,000.00	Combined Purpose General Obligation Bonds, Series 2018C	Arbitrage Rebate Calculation	05th Year	12/18/18	12/18/23	\$2,500.00
14.00	\$9,500,000.00	General Obligation Bonds, Series 2022	Arbitrage Rebate Calculation	Interim	06/29/22	06/29/25	\$1,550.00
15.00	\$6,900,000.00	Combined Purpose General Obligation Bonds, Series 2023	Arbitrage Rebate Calculation	Interim	12/28/23	12/28/24	\$600.00

Total \$11,450.00

Calculation Services

1. Complete an in-depth analysis of the applicable bond documents and debt structure by our professional staff to determine bond elections and identify applicable exceptions
2. Monitor IRS filing deadlines, election requirements and restricted periods in our database tracking system to ensure timely reporting.
3. Review the applicable rebate, yield restriction/yield reduction or spending exceptions in compliance with Internal Revenue Code of 1986.
4. Provide calculations with a CPA certified professional opinion that can be relied upon by the Issuer regarding the arbitrage rebate liability. The report will provide supporting documentation to include the calculation method employed, assumptions and conclusions.

Information Provided by the Issuer:

1. The Issuer agrees to provide all necessary information for the debt issue as listed in this engagement letter ("Debt Issuance") within 15 days after the end of Calculation Period to provide ACS adequate time to meet the installment payment deadline as defined in the Tax Code.
 - a. Issuer agrees to provide all necessary Debt Issuance documents to include, but not limited to: Official Statement, Tax Certificate, IRS Form 8038-G, Escrow Verification Report and if applicable, letter of credit/liquidity facility and/or swap/hedge agreements.
 - b. Issuer agrees to provide all expenditures, investment earnings, and monthly cash investment balances for all gross proceeds. This includes (but is not limited to) the following funds accounts: Capital Project, Debt Service Reserve, Debt Service, Cost of Issuance, Escrow funds and if applicable all liquidity facility fees paid and/or swap/hedge payments. To accurately complete the calculations, as required by the Tax Code, data is to include:
 - i. Running balance or at the least a monthly balance.
 - ii. Expenditures by date
 - iii. Earnings by date.
 - iv. Fair Market Value, if available, on the last day of the computation period.
 - v. Exclusion of non-cash transactions such as amortization, accounts payable, and accounts receivable, etc.
 - vi. Fixed Investment records are to include:
 1. Settlement Date
 2. Purchase Amount
 3. Accrued interest paid on settlement date
 4. Coupon Rate
 5. Maturity Date

6. Maturity Amount

2. The Issuer agrees to notify ACS within 15 days after the Debt Issuance has been refunded or defeased.
3. The Issuer agrees to notify ACS of all debt issuances that are supported by common funds to include, but not limited to debt service and reserve funds.

Support Services:

1. Discuss the report and findings to ensure a complete understanding of the procedures and recommendations in such report.
2. Prepare a debt compliance monitoring schedule that identifies all-important relevant information by issue including prior calculations, liability amounts, future calculation due dates and important status notes
3. Advise on how future changes in the Tax Code may affect the debt issue.
4. Provide technical assistance and consultation in matters related to the arbitrage compliance regulations.

Other Terms & Conditions:

1. ACS reserves the right to withdraw or re-negotiate the terms of this engagement if our involvement is greater than originally anticipated. Examples include an increase in ACS' time, commitment resources utilized to research and/or locate missing documents or activity requested by ACS, or if information requested by ACS was not provided in the format listed in "Information Provided by Issuer," Sections 1(a), and Sections 1(b).

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to approve a service agreement with Ark Wrecking.

- Attachments: Service Agreement
- Attachments: Photos of Structure

II. STAFF COMMENTS AND ANALYSIS

A public nuisance administrative hearing was held in accordance with Title 11, Section 22-112 of the Oklahoma Statutes to determine whether the structure(s) located at 220 NW Virginia Avenue constituted a hazard due to dilapidation. At the hearing, the property owner failed to show cause as to why the nuisance should not be abated by the City. Based on the evidence presented, the hearing officer determined that the structure(s), through neglect or injury, had deteriorated to a condition that posed a risk to public health, safety, and welfare. The ruling concluded that the property would benefit from removal of the dilapidated structure(s) to eliminate the associated risks. In accordance with this determination, the City is now proceeding with nuisance abatement measures, including demolition of the unsafe structure(s) by a qualified contractor.

To carry out the necessary removal, the City has engaged Ark Wrecking, a contractor with expertise in nuisance abatement and demolition. The deteriorated condition of the structure(s) at 220 NW Virginia Avenue presents multiple concerns, including structural instability, which creates a risk of collapse, as well as public safety hazards, such as trespassing, vandalism, or unauthorized occupancy. Additionally, the property contributes to blight and potential health issues, as its condition may attract rodents or other pests. Removing the structure(s) will enhance community safety and improve neighborhood conditions while ensuring compliance with local and state nuisance regulations. The demolition process will be conducted under strict safety and environmental guidelines to minimize any impact on adjacent properties or public infrastructure.

The cost of demolition and removal will be documented, and the City Clerk will prepare a bill for all actual expenses, which will be sent to the property owner. If the bill is not paid in full within the required timeframe, the City will place a lien against the property in accordance with Title 11, Section 22-112 to recover the costs. The service agreement with Ark Wrecking ensures the necessary work will be completed in a timely and professional manner, addressing the nuisance and improving public safety. Approval of this agreement is recommended so the City

can move forward with remediation efforts and eliminate the ongoing risks posed by this dilapidated structure.

III. BUDGET IMPACT

\$72,800.00 - 101-1-155-00-000-52510 – Other Service

IV. RECOMMENDED ACTION

Approval of the Ark Wrecking Service Agreement

The Demolition Specialist
since 1950



1800 S 49th W Ave
Tulsa, OK 74107
(918)583-0488
(918)583-3813 fax

PROPOSAL SUBMITTED TO City of Bartlesville Attn: Mike Wickham	PHONE 918/ 338-4242 mdwickham@cityofbartlesville.org	DATE 01/21/2025
STREET	JOB NAME Building Demolition	
CITY, STATE, AND ZIP CODE	JOB LOCATION 220 N Virginia Bartlesville, OK	

Ark Wrecking Co. of Oklahoma, LLC. ("Ark Wrecking") proposes to furnish all necessary labor and equipment to remove and dispose of existing building including slabs and foundations.

Lump Sum Amount: \$ 41,220.00

Add Alt. # 1: Remove and dispose of asbestos containing materials per Earth Tech's report dated 12/27/2024.

Lump Sum Amount: \$ 29,580.00

THE PROPOSED PRICE INCLUDES:

Demolition Permit. One mobilization and continuous work. Certification of Insurance for workers compensation with statutory limits, general liability and auto with limits at least \$1,000,000. All combustible debris generated by demolition shall be disposed of in a State approved and licensed landfill as required by law. Remove concrete and masonry to 18" below existing grade. Rough grade demolition areas using on site material. Seal Sanitary Sewer in unimproved area. File Demolition Notification with DEQ as required by law.

THE PROPOSED PRICE DOES NOT INCLUDE:

Concealed or unforeseen site conditions. Imported fill material or compaction. Removal and/or disposal of special, contaminated and/or hazardous materials, or any items that is not a product of demolition work described above. Disconnecting, capping, sealing, protecting, relocating, or removal of any public or private utility facilities.

NOTES:

Ark Wrecking will not guarantee the condition of any paving or building slab that is to remain. Ark Wrecking maintains a safety, hazardous materials communication, lead monitoring, and drug-free workplace programs for its employees. Information concerning these programs is available for review by the Owner upon request.

PAYMENT TERMS:

Payment in full is due upon completion of the described work. Interest at the rate of 1-1/2% per month (from date of invoice) shall accrue on all accounts where invoices remain unpaid thirty (30) days after date, until paid. If payment is not received within 30 days a Pre-Lien notice may be sent and a service charge may be assessed.

This proposal may be withdrawn by Ark Wrecking if it is not accepted within 45 days. RM
ARK WRECKING CO. OF OKLAHOMA, LLC.

Brent Morgan
BY: Brent Morgan, Project Estimator

Acceptance of Proposal – The price, description of the work to be performed, terms and conditions of this proposal are accepted. Ark Wrecking is authorized to enter upon the property and to do the work. Payment will be made upon the terms stated. The Owner agrees to indemnify and hold Ark Wrecking harmless against all liabilities, claims and demands for property damage or trespass arising from or caused by the performance of this agreement. The person executing this acceptance expressly warrants that she/he has full authority to bind the Owner to the terms of this agreement and this indemnity, and agrees to assume personally all obligations of the Owner in the absence of such authority.

OWNER

BY: _____
Authorized Agent of the Owner Signature

The Signature Owns the referenced Property. Owners Name: _____

the Signature is acting as Agent for the Owner of the above referenced Property. Owners Address: _____

Owners Telephone No. _____

Date _____











I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement with Granicus for live web streaming and indexing

Attachments:

Agreement with Granicus for streaming services

II. STAFF COMMENTS AND ANALYSIS

Granicus provides the live web streaming for our City council meetings. This agreement also includes up to 50 indexed meeting, includes on demand live stream and up to 120 hours of additional specialty content per year. This is a very important tool for our citizens to stay connected to and tuned into our city council meetings, as well as going back after the fact to replay them.

III. BUDGET IMPACT

This contract is for \$8,346 which is \$546 more than the prior years, however we have not seen a price increase in well over 7 years.

IV. RECOMMENDED ACTION

Staff recommends approval of the agreement.

Granicus Proposal for Bartlesville OK

ORDER DETAILS

Prepared By: Astrid Xu
Phone:
Email: astrid.xu@granicus.com
Order #: Q-367129
Prepared On: 14 Nov 2024
Expires On: 31 Jan 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 31 Jan 2025
Initial Order Term End Date: 31 Jan 2028
Period of Performance: 01 Feb 2025 - 31 Jan 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
EASET™ 50	Annual	1 Each	\$8,346.00
SUBTOTAL:			\$8,346.00

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Feb 2026 - 31 Jan 2027	01 Feb 2027 - 31 Jan 2028
EASE™ 50	\$8,930.22	\$9,555.34
SUBTOTAL:	\$8,930.22	\$9,555.34

PRODUCT DESCRIPTIONS

Solution	Description
EASE™ 50	EASE™ 50 Managed Service SaaS: Up To 50 Indexed Meetings per year (EASE™) - Includes Media On- Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-367129 dated 14 Nov 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Bartlesville OK to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-367129 dated 14 Nov 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Bartlesville OK	
Signature:	
Name:	
Title:	
Date:	

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve an agreement between the City of Bartlesville and Bartlesville Public School to remove the structure located at 703 S Delaware Ave.

Attachments:

Agreement

II. STAFF COMMENTS AND ANALYSIS

Bartlesville Public Schools has the opportunity to purchase the only remaining structure on the corner of Earl Sears Park and the adjoining Central Middle School playground. This structure has been the subject of many nuisance complaints through the years, and its removal will improve the appearance of our critical Hwy 60 corridor.

BPS is willing to purchase the lot at their cost, but they are asking to partner with the City on the demolition and restoration of the site. The bullet points of the proposed agreement are as follows:

- BPS will purchase the property.
- City will demolish the structure and restore the site.
- BPS will agree to maintain the property as a green space open to the public in perpetuity.

The demolition is expected to cost about \$18,000 and is funded within our existing demolition budget.

Please schedule this item for consideration and possible action at our regularly scheduled February meeting.

III. RECOMMENDED ACTION

Approve the agreement as presented.

A G R E E M E N T

This Agreement ("Agreement") is made this ___ day of February, 2025, by and between The City of Bartlesville, Oklahoma, ("City"), and Independent School District No. 30 ("BPS"), referred to hereinafter collectively as the "Parties";

WHEREAS, BPS owns and maintains the property surrounding Central Middle School as a public park ("Earl Sears Park"); and

WHEREAS, BPS has the opportunity to purchase the real property located at 703 S. Delaware Ave., Bartlesville, Oklahoma 74003 which lies adjacent to Earl Sears Park; and

WHEREAS, the City desires to demolish the home and outbuildings located at 703 S. Delaware Ave., Bartlesville, Oklahoma 74003 due to blight and persistent code violations; and

WHEREAS, the City and BPS have reached certain agreements concerning 703 S. Delaware Ave., Bartlesville, Oklahoma 74003

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and BPS agree as follows:

1. BPS shall acquire the property located at 703 S. Delaware Ave., Bartlesville, Oklahoma 74003 at its sole cost and expense.

2. City shall, at its sole cost and expense, demolish the structures located at 703 S. Delaware Ave., Bartlesville, Oklahoma 74003 and level and grade the site in a manner suitable for use as a public park.

3. Following the performances of the City's obligations outlined above, BPS shall, at its sole cost and expense, maintain 703 S. Delaware Ave., Bartlesville, Oklahoma 74003 for the benefit of the public as a part of Earl Sears Park for so long as the adjacent lots are owned by BPS and maintained as a public park.

4. This Agreement constitutes the entire agreement between and among the parties and supersedes and replaces any and all other negotiations, conversations, understandings and/or agreements, written, oral implied or otherwise.

5. If any provision of this agreement shall, for any reason, be held violative of any applicable law, and a part of this Agreement is held to be unenforceable, the invalidity of such

specific provision herein shall not be held to invalidate any other provision herein.

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof, but all such multiple counterparts shall constitute but a single instrument.

7. This Agreement shall be governed by the laws of the State of Oklahoma. The venue of any action filed to interpret or enforce this Agreement, shall be in the District Court of Washington County, Oklahoma. If either party institutes litigation for the purpose of interpreting or enforcing this Agreement, the prevailing party in any such litigation shall be entitled to recover, in addition to any other damages to which such party may be entitled, the expenses of such litigation including court costs and reasonable attorney fees.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed under the day and year first above written.

CITY OF BARTLESVILLE, OKLAHOMA

By: _____
James s. Curd, Jr.
Mayor

INDEPENDENT SCHOOL DSITRICT No. 30

By: _____

Name: _____

Title: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

2025 Public City Auction

Attachments:

1. List of surplus items to be sold at public auction.

II. STAFF COMMENTS AND ANALYSIS

Please see attached list for your consideration for disposal at public auction. The listed items are surplus vehicles, equipment and miscellaneous items to be disposed of at public auction on March 8, 2025 at 10:00 a.m. The auction will be held at the City of Bartlesville Operations Center, 1721 W. 5th Street, Bartlesville, Ok.

III. RECOMMENDED ACTION

Staff recommends approval of the sale of surplus items at public auction on March 8, 2025 at 10:00 a.m.

CITY OF BARTLESVILLE

SURPLUS EQUIPMENT FOR AUCTION 2025

1. 2009 Dodge Charger (P48)	2B3KA43D49H557807
2. 2011 Ford Crown Victoria (P102)	2FABP7BV9BX118970
3. 2011 Ford Crown Victoria (P105)	2FABP7BV4BX118973
4. 2013 Dodge Charger (P111)	2B3CL1CT2BH600583
5. 2013 Dodge Charger (P113)	2C3CDXAT5CH304349
6. 2013 Dodge Charger (P118)	2C3CDXAT6DH722193
7. 2013 Dodge Charger (P120)	2C3CDXAT8DH722194
8. 2014 Dodge Charger AWD (P129)	2C3CDXKT8EH371383
9. 2014 Dodge Charger (P135)	2C3CDXAT2EH367833
10. 2014 Dodge Charger (P139)	2C3CDXAT1EH367841
11. 2018 Ford Interceptor SUV (P157)	1FM5K8AR5JGA26919
12. 1999 Kawasaki Mule (ATV)	JK1AFCA17XB521768
13. 2006 Kawasaki ATV	JKBVFHA186B55616
14. 2007 Ford F-150 (G-4501)	1FTPW14597KC94733
15. 2014 Ford F-150 (1910)	1FTMF1CF8EKE65952
16. 2006 DR Field & Brush Mower (CE3)	FBS002953
17. 2002 Ford F-350 Truck (PK-4)	1FDHF36L12EC28070
18. 1999 Ford F-350 Dump Truck (PK-6)	1FDWF36F3XED33002
19. 2005 Ford F-350 Dump Truck (PK-13)	1FDWF36YX5EC28732
20. 2005 Ford F-350 Dump Truck (PK-59)	1DWF36565EC37322
21. 2009 Ford Ranger (PK-51)	1FZR45E19PA35787
22. Chevrolet 3500 Flatbed w/ Sprayer (PK-768)	1GBHC34KIJE180587
23. 1989 International Dump Truck (2426)	1HTSCCFN5LH230235
24. 685 Case Tractor (PK-771)	B510231B027402
25. 2013 Freightliner Packer (S-39)	1FVACYCYXEHEFY2412
26. 2013 Freightliner Packer (S-40)	1FVACYCY1EHEFY2413
27. 2007 FORD F350 1-TON (ST-31)	1FDWF36Y88EB77025
28. 2008 FREIGHTLINER DUMP (ST-34)	1FVAC3BS09HAF7232
29. 2009 FORD RANGER (ST-36)	1FTZR45EX9PA35786
30. 2006 FORD F-350 FLATBED TRUCK (G-16)	1EDWF32P666ED47831

31. 1996 FORD F350 UTILITY (ST-57)	1FDHF35H2TEA85153
32. 1992 CHEVY C3500 PLATFORM (1581)	1GBJC34K9NE222396
33. 2019 EZGO RXV Flooded Lead Acid Golf Carts w/ New Batteries (41 Total)	
34. 2009 Dodge Charger (P49)	2B3KA43D49H557810
35. 1976 Caterpillar 930 Wheel Loader (ST-205)	41K7281 (Serial #)
36. Vermeer Stump Grinder (PK-711)	406605 (Serial #)
37. Bobcat 433 Skid Steer (266)	5029111280 (Serial #)
38. 1988 Marklift, Model 45KBDF (No Unit #)	1187M3105 (Serial #)
39. 1968 Clarktor Aircraft Tug, Model #FCT80268	123-71728 (Serial #)
40. 2009 Ford F-150 Truck (W-36)	1FTRF12W49KC42675
41. 1997 Ford F-150 Truck (1783)	1FTDF1767VKC82553
42. 2002 Jacobsen Greens Mower	62278-1842
43. 2019 Lastec Trim Mower	66821219
44. 2010 John Deere Trim Mower	TC1565D090052
45. 2002 Lastec Trim Mower	3400102
46. Cushman Utility Cart	3204776
47. 2005 Club Car Utility Cart	RG0612-608654
48. 2005 Club Car Utility Cart	RG0612-60853
49. 1997 Toro Utility Cart	07210-70187
50. 2006 EZGO Utility Cart (Golf Cart)	2314822
51. 2009 Dakota Top Dresser	41001209
52. 2004 Billy Goat Blower	51804020
53. 2006 Billy Goat Blower	61906269
54. 2005 Ford Escape (1907)	1FMYU031X5KD51288
55. 1997 FORD F-150 TRUCK (1783)	1FTDF1767VKC82553
56. 1445 John Deere Front Deck Mower (PK-28)	1TC1445DTCT120877
57. 2002 FORD F350 XL TRUCK (GM-1)	1FDSF34L12EC28071
58. 1975 AMERICAN/LAFRANCE SNORKLE (1608)	CE144149
59.	

BARTLESVILLE NEXT PROGRESS REPORT - DECEMBER 2024

FINANCIAL STRENGTH AND OPERATIONAL EXCELLENCE						
Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.						
1		Investigate programs to recruit non-traditional employees and within schools.	HR	10/23	100%	
2		Within six months of adoption of Strategic plan, investigate potential vacation buyback program.	HR	10/23	100%	
3		Implement a job swap program for employees.	HR	10/23	100%	
4		Hold employee appreciation luncheons twice yearly.	HR	07/24	100%	
5		Investigate ways to implement a flex-hours or work from home program for applicable employees.	HR	04/24	100%	
Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process,						
1		Develop a committee to research best practices and accreditation programs.	Admin	10/23	100%	Committee has met and is gathering data.
2		Develop and implement a performance and reward-based evaluation process for general employees by July 1, 2023 with intent to negotiate this process for uniformed groups in the future.	HR	07/23	100%	
3		Re-evaluate 311 and Enterprise Asset Management (E.A.M.) to determine how we can integrate these systems into our operating departments.	IT	04/24	100%	Selected alternative solutions due to usability issues with 311 and EAM.
4		Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.	CCO	03/25	85%	Polishing final version and preparing to train staff. Rollout slightly delayed.
Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.						
1		Create and publish annual digital report on overall City and departmental achievements, progress, and goals. Summary of report to be circulated in utility bill.	Admin	09/24	100%	Changed the date to match up with our fiscal year. Original completion date was 4/24.
2		Create and distribute an annual survey to obtain citizen feedback and requests for all City departments. Individual departments may also be surveyed individually as part of a larger survey plan.	Admin	04/24	90%	Began Polco implementation
3		Create and distribute survey for employees to rate their department and the City as an overall employer by July 1, 2023.	HR	07/23	100%	
4		Develop feedback cards for golf course, library and other City services as appropriate.	Admin	10/23	100%	
5		Continue to enhance, improve, and promote City Beat and grow subscription base by 10%.	CCO	04/24	100%	
Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.						
1		Develop and adopt formal policies pertaining to:				
a		Formal debt policy based on GFOA authoritative guidance.	A&F	10/23	100%	

BARTLESVILLE NEXT PROGRESS REPORT - DECEMBER 2024

b	Formal policy requiring that utility rate studies be conducted at least every 5 years and requiring Council to utilize periodic rate studies to adopt multiyear rate plans.	A&F	10/23	100%	
c	Formal capital planning policy requiring that a 5-year Capital Improvement Plan (CIP) be prepared by Staff and adopted by the City Council concurrently with the budget every year.	A&F	10/23	100%	
2	Future budgets should include 5-year projections of revenue and expenditures for major operating funds to assist the Council and Staff in better planning for the future.	A&F	07/25	45%	Will contact Crawford & Assoc. If they are unable to provide service, then implementation may be delayed.
3	City Council will adopt a City Council Handbook that will help to guide current and future City Councils. City Manager will work with Mayor to schedule a Council workshop to discuss this item within one year of adoption of Strategic Plan.	Admin	04/24	100%	

EFFECTIVE INFRASTRUCTURE NETWORK

Develop Asset Management Program for infrastructure.

1	The intent of the asset management program is to compile age, material, condition, and service life of the City's infrastructure (facilities, airport, streets, storm drain, wastewater, water, signals, signs, etc.) into ESRI's GIS software to aid in planning improvement priority and capital needs.	Eng			
a	Staff will determine what items need to be tracked, what data exists, and what data needs to be collected	Eng	10/23	100%	Software selected and implementation began.
b	Select consultant to collect and populate data into ESRI.	Eng			
i	Facilities, streets, storm drains, wastewater and water	Eng	10/24	85%	Most data collected but storm drain may require comprehensive study.
ii	Signs and signals	Eng	10/25	90%	Data collected but needs to be integrated.

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

1	Improve road conditions as captured by Pavement Condition Index (PCI).	Eng			
a	Complete PCI update currently under contract.	Eng	04/23	100%	
b	Once complete, develop several PCI score scenarios (maintain existing, desired PCI in 5 years and desired PCI in 10 years) with capital investment requirements – 6 months.	Eng	06/23	100%	

ECONOMIC VITALITY

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

1	Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.).	Comm Dev			
a	Staff will develop an RFP to select a consultant.	Comm Dev	06/23	100%	

BARTLESVILLE NEXT PROGRESS REPORT - DECEMBER 2024

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

BARTLESVILLE NEXT PROGRESS REPORT - DECEMBER 2024

Ensure and maintain clean, bright, vibrant community spaces.						
1		Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc.	PW/PD			
	a	Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors	Pub Works	04/24	100%	10 of 10 bathrooms installed
	b	Police to respond to all calls at public restrooms generated by new systems	PD	04/24	100%	
	i	Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.	PD	04/24	100%	
2		Coordinate citizen volunteer efforts to supplement our maintenance efforts and to improve the appearance of our City. These could include periodic clean up days, adopt a mile programs, adopt a path programs, etc.	CD/PW	07/23	100%	KBB established.
	a	Staff to list and prioritize possible programs.	CD/PW	01/24	100%	
	b	Adopt formal policy for selected program(s).	CD/PW	04/24	100%	
	c	Advertise, promote, operate, and publicly report on the success of this program.	CD/PW	10/24	85%	
3		Establish Neighborhood Watch and Sentinel Program	PD	10/23	100%	
4		Finalize implementation of and launch Software 311 and City App	Comm Dev	04/24	100%	
5		Create a list of minimum maintenance intervals for our parks and rights-of-way.	Pub Works	07/23	100%	
EMERGING ISSUES						
Partner with community groups to discuss, evaluate and report on existing needs and potential solution that address: Child Care, Housing, Homelessness, and Others						
1		Child Care:	Admin			
	a	Collaborate with local groups to help find solutions to the local child care shortage.	Admin	04/24	100%	New task force established and meeting regularly.
	b	Help advocate for reform of child care regulations that act as barriers to new facilities.	Admin		100%	Proposed regulations will be presented to Council on 10/7/24
2		Housing:	Comm Dev			
	a	Evaluate local housing supply and demand to determine gaps in local housing stock by price level.	Comm Dev	04/24	100%	
3		Homelessness:	PD			
	a	Collaborate with local groups seeking to reduce homelessness including "United Way" and "B the Light".	Admin/CD	04/24	100%	
	b	Review existing laws and enforcement policies and retrain police officers to better handle crimes committed by the homeless.	Admin/PD	04/24	100%	
	c	Utilize the mental health team data from PD to better understand our homeless population, how many homeless are in Bartlesville, and why they are here.	Admin/PD	04/24	100%	



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the six months ending December 31, 2024.

Attachments:

Interim Financials for December 31, 2024

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for December 2024; these should provide sufficient information for the City Council to perform its fiduciary responsibility. All supplementary, detailed information is available for the Council's use at any time upon request. All information is subject to change pending audit.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends the approval the Interim Financials for December 31, 2024.



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

For The Six Months Ended December 31, 2024

CITY COUNCIL

Ward 1 - Tim Sherrick

Ward 2 - Larry East

Ward 3 - Jim Curd, Mayor

Ward 4 - Aaron Kirkpatrick

Ward 5 - Trevor Dorsey, Vice Mayor

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Finance Supervisor

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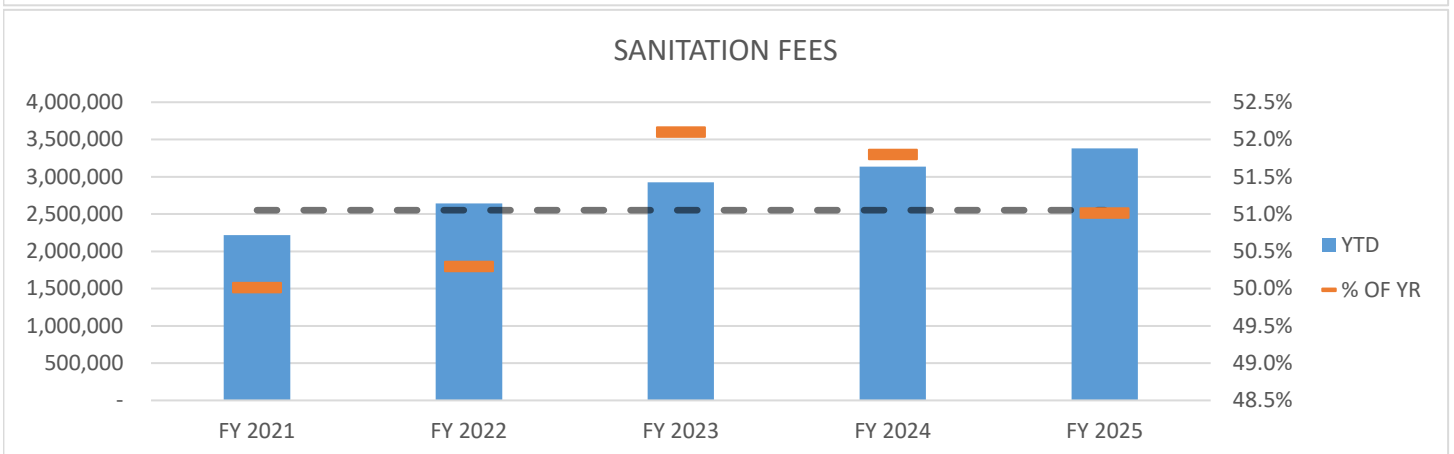
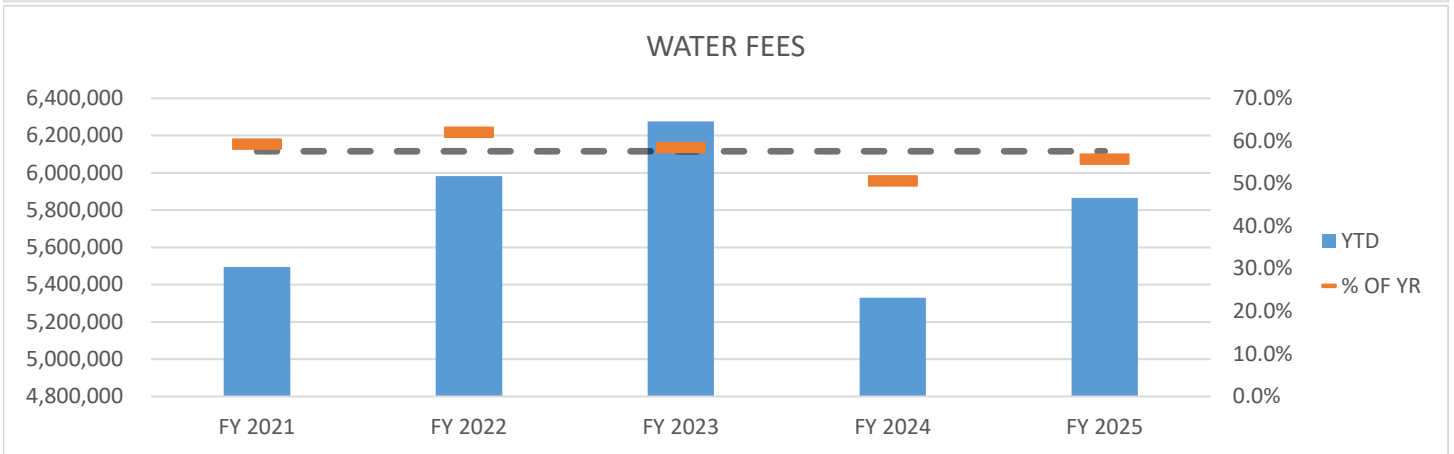
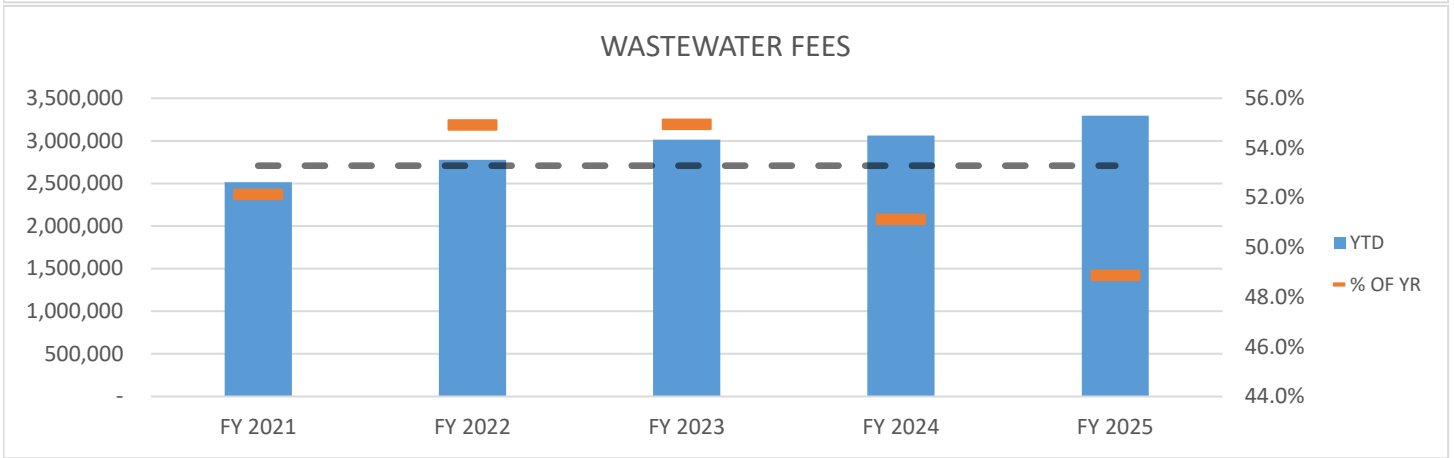
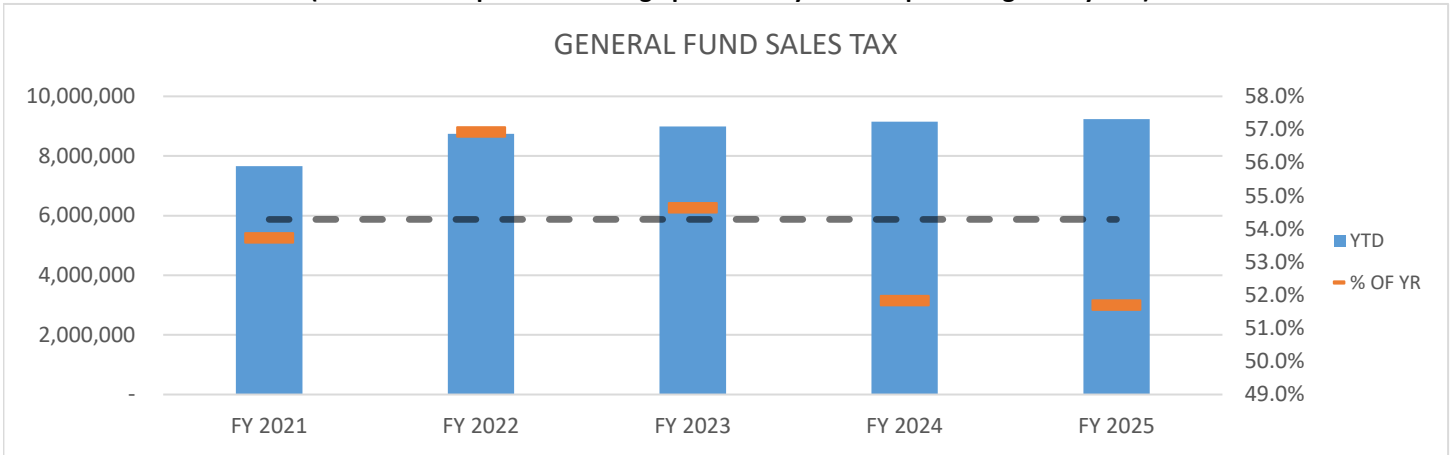
EXPENDITURE BUDGET STATUS

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

50% of Year Lapsed

	<u>2024-25 Fiscal Year</u>					% of Budget	<u>2023-24 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 17,869,148	\$ 8,934,574	\$ 9,239,021	\$ -	\$ 9,239,021	51.7%	\$ 9,146,819	50.6%
Use Tax	4,513,154	2,256,577	2,332,029	-	2,332,029	51.7%	2,452,153	50.9%
Gross Receipt Tax	1,656,600	828,300	757,014	-	757,014	45.7%	799,253	52.0%
Licenses and Permits	260,000	130,000	179,172	-	179,172	68.9%	191,127	73.5%
Intergovernmental	629,000	314,500	341,972	-	341,972	54.4%	377,938	51.9%
Charges for Services	539,900	269,950	276,291	-	276,291	51.2%	319,251	55.5%
Court Costs	193,900	96,950	62,330	-	62,330	32.1%	84,080	45.4%
Police/Traffic Fines	393,300	196,650	115,953	-	115,953	29.5%	158,183	46.6%
Parking Fines	45,300	22,650	23,600	-	23,600	52.1%	25,090	48.8%
Other Fines	66,000	33,000	25,696	-	25,696	38.9%	28,555	45.2%
Investment Income	150,000	75,000	1,053,472	-	1,053,472	702.3%	1,722,152	81.4%
Miscellaneous Income	863,824	431,912	605,799	-	605,799	70.1%	480,350	42.2%
Transfers In	<u>6,549,579</u>	<u>3,274,790</u>	<u>3,274,809</u>	<u>-</u>	<u>3,274,809</u>	50.0%	<u>3,280,620</u>	50.0%
Total	<u>\$ 33,729,705</u>	<u>\$ 16,864,853</u>	<u>\$ 18,287,157</u>	<u>\$ -</u>	<u>\$ 18,287,157</u>	54.2%	<u>\$ 19,065,571</u>	52.3%
Expenditures:								
General Government	\$ 10,094,553	\$ 5,047,277	\$ 4,522,111	\$ 103,295	\$ 4,625,406	45.8%	\$ 4,272,770	47.5%
Public Safety	18,392,539	9,196,270	9,146,501	185,509	9,332,010	50.7%	8,614,931	50.5%
Street	2,180,609	1,090,305	1,007,357	(39,656)	967,702	44.4%	879,330	45.5%
Culture and Recreation	3,820,555	1,910,278	1,764,711	18,958	1,783,669	46.7%	1,698,412	47.5%
Transfers Out	4,787,466	2,393,733	2,393,754	-	2,393,754	50.0%	2,094,577	50.0%
Reserves	<u>1,225,200</u>	<u>612,600</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 40,500,922</u>	<u>\$ 20,250,463</u>	<u>\$ 18,834,435</u>	<u>\$ 268,106</u>	<u>\$ 19,102,542</u>	47.2%	<u>\$ 17,560,020</u>	49.1%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 5,555,372					
Net Revenue (Expense)			<u>(547,278)</u>					
Ending Fund Balance			<u>\$ 5,008,094</u>					

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

50% of Year Lapsed

	<u>2024-25 Fiscal Year</u>					% of Budget	<u>2023-24 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 6,742,581	\$ 3,371,291	\$ 3,295,923	\$ -	\$ 3,295,923	48.9%	\$ 3,063,570	50.2%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	83,000,000	41,500,000	-	-	-	0.0%	-	N.A.
Miscellaneous	<u>30,000</u>	<u>15,000</u>	<u>106,314</u>	<u>-</u>	<u>106,314</u>	354.4%	<u>135,226</u>	99.4%
Total	<u>\$ 89,772,581</u>	<u>\$ 44,886,291</u>	<u>\$ 3,402,237</u>	<u>\$ -</u>	<u>\$ 3,402,237</u>	3.8%	<u>\$ 3,198,796</u>	50.2%
Expenditures:								
Wastewater Plant	\$ 3,177,550	\$ 1,588,775	\$ 1,535,656	\$ 1,508,735	\$ 3,044,391	95.8%	\$ 2,930,783	99.2%
Wastewater Maint	993,617	496,809	458,613	11,480	470,093	47.3%	418,337	50.3%
BMA Expenses	1,500,000	750,000	-	-	-	0.0%	-	N.A.
Transfers Out	1,836,183	918,092	918,099	-	918,099	50.0%	823,493	50.0%
Reserves	<u>97,138</u>	<u>48,569</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 7,604,488</u>	<u>\$ 3,802,245</u>	<u>\$ 2,912,368</u>	<u>\$ 1,520,216</u>	<u>\$ 4,432,583</u>	58.3%	<u>\$ 4,172,614</u>	76.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,925,118					
Net Revenue (Expense)			<u>489,870</u>					
Ending Fund Balance			<u>\$ 3,414,988</u>					

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

50% of Year Lapsed

	<u>2024-25 Fiscal Year</u>					% of Budget	<u>2023-24 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,091,140	\$ 5,545,570	\$ 6,154,679	\$ -	\$ 6,154,679	55.5%	\$ 5,612,806	53.3%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	7,500,000	3,750,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	4,042	-	4,042	N.A.	293	0.0%
Total	<u>\$ 18,591,140</u>	<u>\$ 9,295,570</u>	<u>\$ 6,158,721</u>	<u>\$ -</u>	<u>\$ 6,158,721</u>	33.1%	<u>\$ 5,613,099</u>	49.1%
Expenditures:								
Water Plant	\$ 4,094,740	\$ 2,047,370	\$ 1,884,855	\$ 40,350	\$ 1,925,205	47.0%	\$ 1,885,105	51.1%
Water Administration	465,954	232,977	206,890	64,694	271,583	58.3%	227,921	55.3%
Water Distribution	2,373,912	1,186,956	1,026,343	36,820	1,063,163	44.8%	824,074	42.8%
BMA Expenses	10,775,784	5,387,892	1,637,952	306,009	1,943,961	18.0%	1,729,563	42.7%
Transfers Out	2,878,743	1,439,372	1,439,379	-	1,439,379	50.0%	1,292,646	50.0%
Reserves	252,659	126,330	-	-	-	0.0%	-	N.A.
Total	<u>\$ 20,841,792</u>	<u>\$ 10,420,897</u>	<u>\$ 6,195,419</u>	<u>\$ 447,872</u>	<u>\$ 6,643,291</u>	31.9%	<u>\$ 5,959,309</u>	47.1%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,688,787					
Net Revenue (Expense)			<u>(36,698)</u>					
Ending Fund Balance			<u>\$ 7,652,089</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

50% of Year Lapsed

	2024-25 Fiscal Year					% of Budget	2023-24 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 6,626,914	\$ 3,313,457	\$ 3,380,737	\$ -	\$ 3,380,737	51.0%	\$ 3,089,259	49.9%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	56,334	45,669	17,586	-	17,586	31.2%	68,778	49.7%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	\$ 6,683,248	\$ 3,359,126	\$ 3,398,323	\$ -	\$ 3,398,323	50.8%	\$ 3,158,037	49.9%
Expenditures:								
Sanitation	\$ 3,825,601	\$ 1,912,801	\$ 1,767,249	\$ 293,718	\$ 2,060,967	53.9%	\$ 1,899,031	53.8%
Transfers Out	2,684,272	1,342,136	1,342,144	-	1,342,144	50.0%	1,324,870	50.0%
Reserves	140,718	70,359	-	-	-	0.0%	-	N.A.
Total	\$ 6,650,591	\$ 3,325,296	\$ 3,109,393	\$ 293,718	\$ 3,403,111	51.2%	\$ 3,223,901	52.2%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 261,319					
Net Revenue (Expense)			288,930					
Ending Fund Balance			\$ 550,249					

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

50% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,881,469	972,538	52%
E-911 Fund	1,366,836	739,762	54%
Special Library Fund	88,000	129,904	148%
Special Museum Fund	-	10,758	N/A
Municipal Airport Fund	-	431,462	N/A
Harshfield Library Donation Fund	-	4,000	N/A
Restricted Revenue Fund	15,000	22,502	150%
Golf Course Memorial Fund	-	800	N/A
CDBG-COVID	485,000	49,032	10%
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	-	N/A
Opioid Settlement Fund	364,814	304,814	84%
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	2,400	750	31%
Debt Service Fund	4,940,770	1,064,018	22%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,371,537	2,045,041	61%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	14,000	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	1,345	N/A
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
2023 G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	1,155,714	680,899	59%
Sooner Pool Operating Fund	71,179	35,593	50%
Frontier Pool Operating Fund	95,013	47,511	50%
Municipal Airport Operating	526,200	294,537	56%
Internal Service Funds:			
Worker's Compensation Fund	132,951	73,148	55%
Health Insurance Fund	5,530,171	3,199,127	58%
Auto Collision Insurance Fund	75,000	90,709	121%
Stabilization Reserve Fund	1,550,943	775,473	50%
Capital Improvement Reserve Fund	8,057,005	4,549,505	56%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

50% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	5,708,341	2,384,749	42%
E-911 Fund	1,487,474	693,026	47%
Special Library Fund	202,000	38,432	19%
Special Museum Fund	25,100	11,246	45%
Municipal Airport Fund	1,223,924	1,187,819	97%
Harshfield Library Donation Fund	375,860	15,237	4%
Restricted Revenue Fund	306,262	12,943	4%
Golf Course Memorial Fund	46,253	20,517	44%
CDBG-COVID	485,000	64,847	13%
ARPA	500,000	250,004	50%
Justice Assistance Grant Fund	14,804	-	0%
Opioid Settlement Fund	364,814	120,000	33%
Neighborhood Park Fund	62,723	-	0%
Cemetery Care Fund	15,009	-	0%
Debt Service Fund	4,940,770	1,682,460	34%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	9,388,897	1,878,733	20%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	87,205	6,567	8%
Wastewater Regulatory Capital Fund	584,032	-	0%
City Hall Capital Improvement Fund	227,358	-	0%
Storm Drainage Capital Improvement Fund	55,093	-	0%
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	31,386	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	327,431	326,564	100%
2019B G.O. Bond Fund	341,460	10,000	3%
2021A G.O. Bond Fund	526,494	503,075	96%
2022 G.O. Bond Fund	3,223,984	2,317,953	72%
2023 G.O. Bond Fund	6,337,154	1,209,013	19%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,265,657	687,733	54%
Sooner Pool Operating Fund	78,002	37,690	48%
Frontier Pool Operating Fund	92,382	42,595	46%
Municipal Airport Operating	706,086	381,835	54%
Internal Service Funds:			
Worker's Compensation Fund	430,000	62,460	15%
Health Insurance Fund	5,531,208	3,220,738	58%
Auto Collision Insurance Fund	443,559	79,813	18%
Stabilization Reserve Fund	14,776,368	-	0%
Capital Improvement Reserve Fund	20,453,000	3,685,383	18%
Mausoleum Trust Fund	8,515	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

50% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	3,982,024	(769,837)	3,212,187
E-911 Fund	212,689	48,852	261,541
Special Library Fund	338,451	92,313	430,764
Special Museum Fund	163,780	(488)	163,292
Municipal Airport Fund	-	431,462	431,462
Harshfield Library Donation Fund	435,622	(11,212)	424,410
Restricted Revenue Fund	259,665	15,315	274,980
Golf Course Memorial Fund	49,914	(14,677)	35,237
CDBG-COVID	-	-	-
ARPA	1,732,952	(250,004)	1,482,948
Justice Assistance Grant Fund	14,804	-	14,804
Opioid Settlement Fund	-	304,814	304,814
Neighborhood Park Fund	64,343	-	64,343
Cemetery Care Fund	13,038	750	13,788
Debt Service Fund	3,610,645	(618,442)	2,992,202
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,360,355	430,978	6,791,333
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	140,792	7,433	148,225
Wastewater Regulatory Capital Fund	397,676	(9,037)	388,639
City Hall Capital Improvement Fund	180,119	47,880	227,999
Storm Drainage Capital Improvement Fund	59,177	1,345	60,522
Community Development Block Grant Fund	211,387	-	211,387
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	-	-	-
2014B G.O. Bond Fund	3,885	-	3,885
2015 G.O. Bond Fund	-	-	-
2017 G.O. Bond Fund	-	-	-
2018A G.O. Bond Fund	-	-	-
2018B G.O. Bond Fund	31,386	-	31,386
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	(207,628)	119,803
2019B G.O. Bond Fund	350,641	-	350,641
2021A G.O. Bond Fund	526,494	(45,252)	481,242
2022A G.O. Bond Fund	3,112,203	(565,532)	2,546,671
2023 G.O. Bond Fund	6,564,913	(703,155)	5,861,758
Proprietary Funds:			
Adams Golf Course Operating Fund	136,622	(12,739)	123,883
Sooner Pool Operating Fund	40,167	(2,800)	37,367
Frontier Pool Operating Fund	54,603	4,913	59,516
Municipal Airport Operating	431,254	(70,088)	361,166
Internal Service Funds:			
Worker's Compensation Fund	321,209	19,958	341,167
Health Insurance Fund	3,001	(1,611)	1,390
Auto Collision Insurance Fund	496,502	18,363	514,865
Stabilization Reserve Fund	13,225,425	775,473	14,000,898
Capital Improvement Reserve Fund	21,349,355	2,628,301	23,977,656
Mausoleum Trust Fund	8,709	-	8,709



FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

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

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

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

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

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

These analyses are presented in the final manner:

Highlights:

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

Major Operating Funds:

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

Other Funds:

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

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

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action regarding Bartlesville’s long-term water supply options.

Attachments:

None

II. STAFF COMMENTS AND ANALYSIS

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

Hulah Lake

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

Copan Lake – Two items are being investigated.

- Secure the remaining 2 MGD of water storage that is currently reserved for the Town of Copan. Federal legislation was approved in 2022 and 2024 that facilitates the Town of Copan being able to release these reserved rights and Bartlesville purchasing these rights at a preferred rate.
 - The Town of Copan’s cost to purchase these reserved storage rights is approximately \$12MM. With the federal legislation, the City of Bartlesville can purchase these reserved storage rights (assuming the Town of Copan releases them) for \$550k.
 - City staff is currently working with Copan officials to negotiate an agreement pursuant to a Memorandum of Understanding (MOU) signed by Copan’s mayor in 2021. This MOU requires Bartlesville to pay Copan to release the reserved rights, and then Copan will have the ability to sublease these rights back at the rate that Bartlesville paid. Thus, both communities can secure additional water rights at a fraction of the cost.
 - The \$550k will not have an impact to current water rates.
- The other item being investigated is the option, recommended by a 2007 Planning Assistance to States Study conducted by the COE, to reallocate up to 10% of the lake’s flood control storage to water supply. 10% reallocation will provide an additional 10.5 million gallons of water per day.
 - Unfortunately, reallocation is not possible due to the lake’s current Dam Safety Action Classification (DSAC) rating, which is 3.
 - Any effort to pursue reallocation at Copan Lake will first require a re-assessment of the DSAC score that will need to be initiated through federal legislation. Even if legislation is approved for this re-assessment, it is unlikely that the score will change without some sort of structural improvement or downstream mitigation. The specific parameters that have influenced the DSAC score are unknown and will require significant time and effort to coordinate with the COE to derive the parameters influencing this score to determine options to improve the rating.

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

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

Kaw Lake

- 38 million gallons of water per day are available at Kaw Lake. The water is compatible with the City's current treatment process.
- The most economical option for a pump station and pipeline to convey 14 million gallons of water per day to Hudson Lake will cost \$252,534,089.
 - The estimated water rate impact for this option (assuming 6% interest rate and 30-year financing) will increase the average residential water bill by approximately \$160 per month.

On the following page is a summary table of the options.

SOURCE	WATERSHED SIZE (sq. mi)	WATER YIELD (mgd)	COST	COST per MGD	INCREASE TO AVG. RESIDENTIAL CUSTOMER	NOTES
HULAH	732	10	\$ 12,500,000	\$ 1,250,000	\$ 8 per month	Reallocate 10 mgd (10%) of flood control to water supply. Existing infrastructure from Hulah to Hudson can convey 10 mgd. Pipeline and pump station upgrade not needed immediately. Requires federal legislation to initiate the reallocation study. Next legislative route will be through the 2026 WRDA. Study will take between 3 - 6 years to complete and cost \$3MM (50/50 cost share)
			\$ 30,000,000	\$ 3,000,000	\$ 19 per month	Pump station and pipeline upgrade to convey an additional 5 mgd (15 mgd total)
COPAN	505	10.5	\$ 550,000	\$ 275,000	None	Secure remaining 2 mgd of reserved water storage rights through partnership with the Town of Copan, made available through the 2024 WRDA.
			\$ 70,000,000	\$ 6,666,667	\$ 44 per month	Reallocate 10.5 mgd (10%) of flood control to water supply. Currently the lake is not eligible for reallocation due to DSAC rating, which is a 3 (must be either a 4 or 5 for COE to allow reallocation).
ADA-VAMOOSA AQUIFER	N/A	1.4	\$ 12,810,000	\$ 9,150,000	\$ 8 per month	Need 25 wells to produce 1.4 mgd. Cost includes infrastructure to convey water to Hudson Lake. Well field requires 700 acres of land. Option needs additional investigation through property research/coordinate and several test wells to refine yield and impacts of a well field to the aquifer. Estimated cost of research and installation of test wells is between \$600K to \$1MM.
KAW	38,771	14	\$ 252,534,089	\$ 18,038,149	\$ 160 per month	38 mgd is available at Kaw Lake. Costs based on study completed by S2 Engineering in November 2024.
SAND	137	12	\$ 130,000,000	\$ 10,833,333		Cost does not reflect mitigation for mineral rights or cultural/archaeological impacts, which are likely substantial. A detailed investigation has not been performed.
SKIATOOK	354	8.5	\$ 128,577,092	\$ 15,126,717		Storage rights - \$21,759,281 (quote 9/2023). Yield from Skiatook Lake is 5.5 mgd, if go to Skiatook would pick up yield from Birch Lake (3 mgd) as well. A detailed investigation has not been performed.
POTABLE WATER FROM COLLINSVILLE/ SKIATOOK/TULSA	NONE	3	\$ 50,000,000	\$ 16,666,667		Purchase treated water (1 mgd from Collinsville and 2 mgd from Tulsa/Skiatook). This option would only serve east of the Caney River and south of Tuxedo. A detailed investigation has not been performed.
BIRCH	66	3	\$ 76,817,811	\$ 25,605,937		Storage rights - \$21,817,811 (quoted 9/2023). A detailed investigation has not been performed.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

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

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

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

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

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

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

Attachments:

Ordinance
Exhibit A

II. STAFF COMMENTS AND ANALYSIS

Applicant: Raymond Crow

Requested Action: A public hearing to consider a request to close a portion of a 20-foot-wide utility easement on the south side of Lot 1, Block 4, The Corrected Plat for Covington Park, Bartlesville, Washington County, Oklahoma said portion of right-of-way being more particularly described as follows:

THE NORTH 10 FEET OF THE SOUTH 20 FEET OF LOT 1, BLOCK 4, THE CORRECTED PLAT FOR COVGINGTON PARK, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE WEST 15 FEET THEREOF.

SPECIAL INFORMATION:

This item was tabled at the October 7 City Council meeting at the request of Councilman Roszel. The public hearing was held with nobody coming up to address the request. The staff recommendation was to deny the request because PSO did not concur with the closure. It was unclear based upon the utility locate called in by the applicant prior to submitting the application. There were no PSO lines identified in the easement located on the property, though the PSO maps showed their facilities being present. There is also a 20' wide easement on the adjacent property, so the line could potentially be located within that easement instead of the one in question.

Mr. Roszel made the motion to table the item and get clarification from PSO to see if they had facilities in the easement and if not, would they be willing to concur with the request to close the north half of the easement. Staff reached out to PSO asking them to verify their facilities in the easement and potentially reconsider the request. While PSO

does not have facilities in that easement, it appears they do in the adjacent easement. They still cannot concur with the request. Their stance is that this is a platted easement and the property owner should be made aware of such an easement with the purchase of the property. Since the closure request is for a new structure and not an existing encroachment, they do not wish to concur with the closure to keep options open for future expansion and ingress/egress to maintain their facilities.

This was discussed at the November 4, 2024 City Council meeting. At that meeting, the applicant brought up that a similar easement had been previously vacated in the same subdivision. Council requested staff to look into that and come back with that information at a later date. Staff revisited easement closing records and there were two other locations within Covington Park that had been closed. One at 5603 Nottingham Place and one at 2718 Waterford Court. The 5603 Nottingham Place closed the exact same portion of easement on a different block. Half of the rear easement was closed similar to the current request as shown in the attached exhibit.

The only explanation staff has for how utility companies have responded is a change in the review and recommendation process for PSO.

III. RECOMMENDED ACTION

Staff recommends denial of the request to vacate the north 10 feet of the 20-foot utility easement based upon the additional input received from PSO. An ordinance has been included with this recommendation in the event Council chooses to approve the request. A public hearing was posted for the original meeting and the public hearing was held. Nobody provided public input at that hearing.

EXHIBIT
EASEMENT CLOSINGS – 5403 AND 5603 NOTTINGHAM PLACE



ORDINANCE NO. _____

An Ordinance to close a portion of the 20-foot-wide utility easement, located on the south side of Lot 1, Block 4, the corrected plat for Covington Park Addition, Bartlesville, Washington County, Oklahoma.

WHEREAS, heretofore the City Council of the City of Bartlesville received a request for the closing of a portion of a utility easement hereinafter described; and

WHEREAS, the Council duly set said matter for public hearing and gave proper notice thereof and said matter was duly heard before the Council in an open meeting on October 7, 2024, where all viewpoints were considered; and

WHEREAS, staff reached out to PSO to get additional input about their facilities and stance on the closure that were subsequently presented at the open Council meeting on November 4, 2024; and

WHEREAS, the Council, after consideration, determined it necessary, expedient and desirable that the portion of the utility easement hereinafter to be closed.

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

The following described utility easement, described to wit:

A UTILITY EASEMENT LOCATED IN LOT 1, BLOCK 4, THE CORRECTED PLAT FOR COVINGTON PARK, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTH 10 FEET OF THE SOUTH 20 FEET OF LOT 1, BLOCK 4, THE CORRECTED PLAT FOR COVINGTON PARK, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE WEST 15 FEET THEROF.

Also, as shown as Exhibit A attached hereto and made a part of this ordinance be and the same is hereby closed.

PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 4th day of November, 2024.

Dale Copeland, Mayor

ATTEST:

City Clerk
(SEAL)

EXHIBIT A

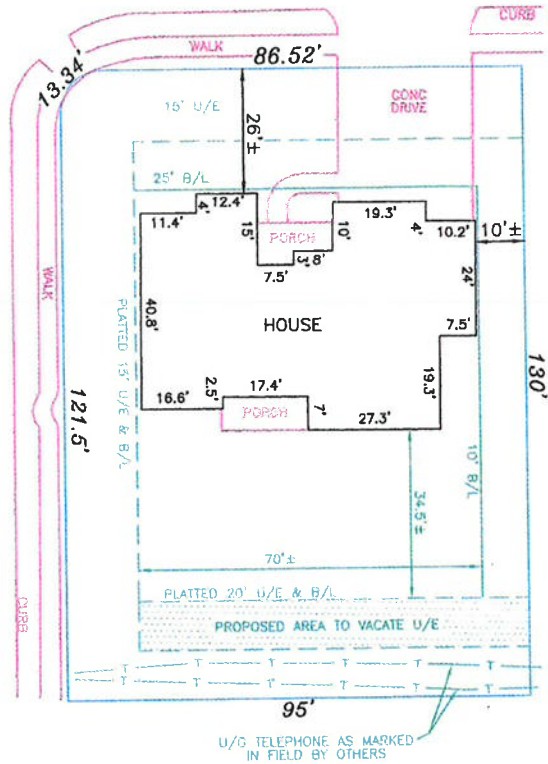
PLOT PLAN

NOTTINGHAM PLACE
(50' R/W)



SCALE: 1" = 30'

CHURCHILL DR.
(50' R/W)



ADDRESS:
5403 NOTTINGHAM PLACE
BARTLESVILLE, OKLAHOMA

PROPERTY DESCRIPTION:
LOT 1, BLOCK 4, THE CORRECTED PLAT
FOR COVINGTON PARK, BARTLESVILLE,
WASHINGTON COUNTY, OKLAHOMA.

PROPOSED AREA OF UTILITY EASEMENT TO VACATE:
THE NORTH 10.00 FEET OF THE SOUTH 20.00 FEET OF LOT 1,
BLOCK 4, THE CORRECTED PLAT FOR COVINGTON PARK,
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT
THE WEST 15.00 FEET THEREOF.

I, JAMES C. FIELDER, LICENSED PROFESSIONAL LAND SURVEYOR NO.
1674 IN THE STATE OF OKLAHOMA, HAVE MADE A PLOT PLAN OF THE
HEREON DESCRIBED TRACT OF LAND AND THE INFORMATION SHOWN IS
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

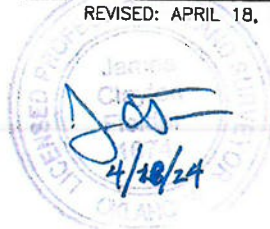
DATED THIS 29TH DAY OF MARCH, 20 24.

REVISED: APRIL 18, 2024



FIELDER
LAND SURVEYING

1652 S.E. WASHINGTON BLVD.
BARTLESVILLE, OKLAHOMA 74008
(918) 335-6071
email: fielderlandsurveying@gmail.com



C.A. NO. 8833 - EXPIRES 6/30/24

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to suspend the Council Meeting Rules related to reconsideration of previous agenda items as per Rosenberg's Rules of Order to allow for reconsideration of items previously considered by Council on 12/2/24 and 1/6/25.

Attachments:

Analysis of Council Options for Reconsideration Under Rosenberg's
Rosenberg's Rules of Order

II. STAFF COMMENTS AND ANALYSIS

Following our regular Council meeting on January 6, 2025, I was made aware during separate conversations that Mayor Curd, Vice Mayor Dorsey, and Councilmembers East and Kirkpatrick had interest in reconsidering some of the items from our December and January regular meetings. After those discussions, I consulted with our City Attorney to determine if previously decided matters could be reconsidered by the Council in accordance with our rules.

Attached to this memo is a more detailed analysis of our Council rules and our adopted parliamentary standard, Rosenberg's Rules of Order. I have also attached our current version of Rosenberg's as adopted by the Council.

While a more detailed analysis is contained in the attached document, I have attempted to summarize Mr. Kane's and my findings here in a plain language discussion.

1. Can Council actions be reconsidered after action is taken?
 - a. Yes. The City Council may reconsider previous actions according to Rosenberg's.
2. What rules apply to reconsideration according to Rosenberg's?
 - a. A motion to reconsider must be heard at the meeting where the vote occurred, at the next meeting after the vote occurred, or the Council may "suspend the rules" to hear it at a later date.
 - b. A motion to reconsider may only be made by a member who voted in the majority of the original motion.
 - c. After a successful motion to reconsider, a new original motion must be made.
3. How can the Council "suspend the rules"?
 - a. A 4/5 majority of the Council can vote to suspend the rules, which will allow for items to be reconsidered at later dates. This motion may be made by any Councilmember.
4. Does this automatically suspend all of the Council's meeting rules?
 - a. No. The Council can choose which rules it would like to suspend.

5. Can the Council reconsider items from the December and January regular meetings?
 - a. Yes, if the following conditions are met:
 - i. A motion to suspend the rules passes with a 4/5 majority.
 - ii. The items are included on the agenda.
 - iii. A member who originally voted in the majority makes a motion to reconsider. This motion requires only a majority to pass.
 - iv. A new original motion is made following a successful motion to reconsider. This motion requires only a majority to pass.

Please schedule this item for consideration and possible action at our regularly scheduled February meeting.

III. RECOMMENDED ACTION

Consider suspension of the rules so previous items may be reconsidered as presented by Councilmember East.

HOW COUNCIL ITEMS MAY BE RECONSIDERED

Based on Rosenberg's Rules of Order

Prepared by Mike Bailey, City Manager (at the request of the Mayor)

Key Rules for Reconsideration of Council Decisions:

1. Timing
 - A motion to reconsider must occur:
 - At the same meeting where the original vote took place, OR
 - At the very next Council meeting.
 - A motion to reconsider after this timeframe is untimely unless the Council suspends the rules. Suspending the rules requires a two-thirds majority (or four-fifths of the Council).
2. Who Can Make the Motion?
 - Only a Councilmember who voted with the majority on the original motion can propose a motion to reconsider.

Procedure for Reconsideration:

1. Motion to Suspend the Rules (if required):
 - Can be made by any Councilmember.
 - Necessary when reconsidering an item beyond the allowed timeframe.
 - Requires a four-fifths majority vote of the Council.
2. Motion to Reconsider:
 - Must be initiated by a Councilmember who originally voted in the majority.
 - Only requires a simple majority to pass.
3. New Original Motion:
 - Following a successful motion to reconsider, a new original motion must be proposed.
 - This motion also requires a simple majority to pass.

SPECIFIC PROCEDURES AND AGENDA LANGUAGE FOR ITEMS REQUESTED FOR RECONSIDERATION BY MAYOR, VICE MAYOR, MR. KIRKPATRICK, AND MR. EAST

Based on Rosenberg's Rules of Order

Prepared by Mike Bailey, City Manager (at the request of the Mayor)

Summary of Necessary Actions:

1. Suspension of Rules – as reconsideration of the following three items is not timely based on Rosenberg's, a motion to suspend the rules is required. This eventuality is provided for in Rosenberg's.
 - *Presented by Councilmember East.*
 - Motion to suspend the rules for reconsideration of three specific items from December 2, 2024, and January 6, 2025 Council meetings (items detailed below).
 - **Requires a four-fifths majority vote to pass.**
 2. Reconsideration Items – based on separate conversations with the Mayor, Vice Mayor, Mr. East, and Mr. Kirkpatrick, the following is my suggestion for how to proceed with the requested reconsiderations.
 - Item 1: *ODOL Citizenship Grant*
 - *Presented by Councilmember East.*
 - Motion to reconsider the original rejection of the grant (requires simple majority).
 - If passed, Councilmember East will propose a new original motion to accept the grant. (requires a simple majority)
 - Item 2: *Amendment to Council Rules of Conduct (Citizens to Be Heard)*
 - *Presented by Mayor Curd.*
 - Motion to reconsider the amendment to rules of conduct approved on December 2, 2024 (requires simple majority).
 - If passed, Mayor Curd or Councilmember Kirkpatrick will propose a new motion to amend the rules. (requires a simple majority)
 - Item 3: *Tree Grant from P66*
 - *Presented by Vice Mayor Dorsey.*
 - Motion to reconsider the decision to table this item during the January 6, 2025 meeting (requires simple majority).
 - If passed, Vice Mayor Dorsey will propose a new motion to accept the grant without further delay. (requires simple majority)
-

Rosenberg's Rules of Order:
Simple Parliamentary
Procedures for the 21st Century



MISSION:

To restore and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION:

To be recognized and respected as the leading advocate for the common interests of California cities.



About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes *Western City* magazine.

About *Western City* Magazine

Western City is the League of California Cities' monthly magazine. *Western City* provides lively, interdisciplinary analyses of issues affecting local governance. Its goal is to offer immediately practical ideas, information and bigger-picture policy issues and trends. For more information, visit www.westerncity.com.

"Rosenberg's Rules of Order" first appeared in *Western City* magazine in August and September 2003.

About the Author

Dave Rosenberg is an elected county supervisor representing the 4th District in Yolo County. He also serves as director of community and intergovernmental relations, director of operations, and senior advisor to the governor of California. He has served as a member and chair of numerous state and local boards, both appointed and elected, and also served on the Davis City Council for 12 years, including two terms as mayor. He has taught classes on parliamentary procedure and has served as parliamentarian for large and small governing bodies. In the fall of 2003, Gov. Davis appointed Rosenberg as a judge of the Yolo County Superior Court.

Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

by Dave Rosenberg

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that hasn't always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules, *Robert's Rules of Order*, which are embodied in a small but complex book. Virtually no one I know has actually read this book cover to cover.

Worse yet, the book was written for another time and purpose. If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook. On the other hand, if you're running a meeting of a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order. Hence, the birth of "Rosenberg's Rules of Order."

This publication covers the rules of parliamentary procedure based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified and slimmed down for 21st century meetings, yet they retain the basic tenets of order to which we are accustomed.

"Rosenberg's Rules of Order" are supported by the following four principles:

1. Rules should establish order. The first purpose of the rules of parliamentary procedure is to establish a

framework for the orderly conduct of meetings.

2. Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.

3. Rules should be user-friendly. That is, the rules must be simple enough that citizens feel they have been able to participate in the process.

4. Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct.

The chair should be well versed in those

rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does *not* mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, published agenda; informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the chair in the following basic format.

First, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

Second, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body,

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire to move on.

a staff person, or a committee chair charged with providing information about the agenda item.

Third, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

Fourth, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Ninth, the chair takes a vote. Simply asking for the “ayes” and then the “nays” is normally sufficient. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise or unless a super-majority is required (as delineated later in these rules), a simple majority determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days’ notice for all future meetings of this governing body.”

Motions in General

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member’s desired approach with the words: “I move ...” A typical motion might be: “I move that we give 10 days’ notice in the future for all our meetings.”

The chair usually initiates the motion by:

1. Inviting the members to make a motion: “A motion at this time would be in order.”
2. Suggesting a motion to the members: “A motion would be in order that we give 10-days’ notice in the future for all our meetings.”
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

The Three Basic Motions

Three motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”
2. **The motion to amend.** If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

3. The substitute motion. If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would “move a substitute motion.” A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way.

A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it.

The decision as to whether a motion is really a motion to amend or a substitute motion is left to the chair. So that if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair's designation governs.

When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the *first* vote should be on the *last* motion made. So, for example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows.

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passes*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) *failed*, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend.

If the substitute motion failed, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would now move to consider the main motion (the first motion) as *amended*. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are *not* debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

A motion to fix the time to adjourn.

This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to

be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call for the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the

the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds vote to pass.

pend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted *in the majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted *in the minority* seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If you are running the British Parliament, Robert's Rules of Order is a dandy and quite useful handbook.

motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means

Motion to object to the consideration of a question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to sus-

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every

It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus.

lege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy. ■

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privi-

lege relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

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RESOLUTION # _____

A RESOLUTION AMENDING THE RULES OF PROCEDURE FOR THE BARTLESVILLE CITY COUNCIL REGARDING PUBLIC COMMENT DURING "CITIZENS TO BE HEARD" WHICH WAS MOST RECENTLY ESTABLISHED BY RESOLUTION #3725.

WHEREAS, the Bartlesville City Council values input from its residents and stakeholders in maintaining a transparent and responsive government; and

WHEREAS, recent changes to the "Citizens to Be Heard" guidelines expanded participation to all residents of Washington County, resulting in unintended consequences impacting the focus on Bartlesville-specific issues; and

WHEREAS, the City Council seeks to refine the "Citizens to Be Heard" process to prioritize input from Bartlesville residents and businesses while maintaining flexibility to address urgent or special circumstances involving non-residents.

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

Resolution #3725 shall be amended as follows:

Section 1. Subsection C.1. shall be amended to read as follows:

Public comment shall be limited to any resident of Bartlesville and any individual holding a valid Bartlesville business license except as otherwise allowed in these rules.

Section 1. Subsection C.6. shall be added to read:

Any person not meeting the criteria in item #1 above shall only be permitted to speak in one of the following limited circumstances.

- a. Individuals or entities with business or other interests outside of Bartlesville may address the City Council only if placed on the meeting agenda by a Council Member or the City Manager.

- b. The Mayor may exercise discretion to allow non-resident, non-business-owner members of the public to present urgent matters or under special circumstances during the "Citizens to Be Heard" portion of the meeting.

Section 1. Subsection D.1. shall be amended to read as follows:

Public comment shall be limited to any resident of Bartlesville and any individual holding a valid Bartlesville business license except as otherwise allowed in these rules.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bartlesville, Oklahoma, held the 6th day of January 2025.

City of Bartlesville

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 3725**A RESOLUTION ESTABLISHING A FORMAT AND RULES OF ORDER FOR THE CONDUCT OF CITY COUNCIL MEETINGS AND REPEALING CONFLICTING RESOLUTIONS.**

WHEREAS, the Charter of the City of Bartlesville requires that the Council adopt a written policy determining its own rules of procedure subject to the governing laws of the State of Oklahoma and the United States of America.

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

The City Council meetings of the City of Bartlesville shall be conducted in accordance with the following rules and meeting format:

Section 1. Format of Meeting

- A. The Chairman/Mayor shall preserve order and decorum at Council meetings.
- B. Council meetings will be televised unless held in a location without normally available technical support, or in a workshop meeting where no action is planned.
- C. Public comment, titled "Citizens to be Heard", will be received at all Council meetings excepting where the Council is the subordinate meeting.
 1. Public comment shall be limited to citizens of Bartlesville and residents of Washington County.
 2. Individuals who wish to address the Council shall sign in prior to the start of the meeting, indicating their name and residential address.
 3. Public comment will be received prior to the first agenda action item.
 4. Each individual wishing to make public comment will be limited to three (3) minutes for their presentation, with a total of fifteen (15) minutes for the entire public comment portion unless extended by the Mayor or a majority of the Council.
 5. When called upon by the Chairman/Mayor, individuals will come forward to the podium and state their name. Time permitting, persons who did not sign in will be recognized after everyone who has signed in has spoken and will state their name and residential address.
- D. The Mayor or a majority of the Council may open up a specific agenda item for public comment. The public comment will be limited to five (5) total minutes unless extended by the Mayor or a majority of the council and will be specific to the specific agenda item.
 1. Public comment shall be limited to citizens of Bartlesville and residents of Washington County.
 2. When called upon by the Chairman/Mayor, individuals will come forward to the podium and state their name and residential address.
- E. Any person, during the course of a Council meeting, who engages in behavior that disrupts the meeting or speaker will be asked to leave by the Chairman/Mayor. If said person refuses to leave, they may be subject to removal.

Section 2. Rules of Order

- A. All council meetings will be managed by "Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21's Century". In case of any conflict, Section 1 of this resolution will take precedence. See attached Rules of Order.
- B. Council members will recuse themselves from any agenda item for conflicts of interest as defined in the city's Ethics Policy.
- C. All votes will be tallied in accordance with the Oklahoma Open Meetings Act.
- D. No council action will be nullified by any unintentional parliamentary or format violation or oversight.

Section 3. All previous resolutions regarding the Council rules of conduct are hereby repealed.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 2nd DAY OF DECEMBER, 2024.



Jim Curd, Jr.
Mayor



Jason Muninger
CFO/City Clerk



Rosenberg's Rules of Order:
Simple Parliamentary
Procedures for the 21st Century



MISSION:

To restore and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION:

To be recognized and respected as the leading advocate for the common interests of California cities.



About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes *Western City* magazine.

About *Western City* Magazine

Western City is the League of California Cities' monthly magazine. *Western City* provides lively, interdisciplinary analyses of issues affecting local governance. Its goal is to offer immediately practical ideas, information and bigger-picture policy issues and trends. For more information, visit www.westerncity.com.

*Rosenberg's "Rules of Order" first appeared in *Western City* magazine in August and September 2003.

About the Author

Dave Rosenberg is an elected county supervisor representing the 4th District in Yolo County. He also serves as director of community and intergovernmental relations, director of operations, and senior advisor to the governor of California. He has served as a member and chair of numerous state and local boards, both appointed and elected, and also served on the Davis City Council for 12 years, including two terms as mayor. He has taught classes on parliamentary procedure and has served as parliamentarian for large and small governing bodies. In the fall of 2003, Gov. Davis appointed Rosenberg as a judge of the Yolo County Superior Court.

Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

by Dave Rosenberg

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that hasn't always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules, *Robert's Rules of Order*, which are embodied in a small but complex book. Virtually no one I know has actually read this book cover to cover.

Worse yet, the book was written for another time and purpose. If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook. On the other hand, if you're running a meeting of a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order. Hence, the birth of "Rosenberg's Rules of Order."

This publication covers the rules of parliamentary procedure based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified and slimmed down for 21st century meetings, yet they retain the basic tenets of order to which we are accustomed.

"Rosenberg's Rules of Order" are supported by the following four principles:

1. **Rules should establish order.** The first purpose of the rules of parliamentary procedure is to establish a

framework for the orderly conduct of meetings.

2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. **Rules should be user-friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct. The chair should be well versed in those

rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does *not* mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, published agenda; informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the chair in the following basic format.

First, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

Second, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body,

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire to move on.

a staff person, or a committee chair charged with providing information about the agenda item.

Third, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

Fourth, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then the "nays" is normally sufficient. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise or unless a super-majority is required (as delineated later in these rules), a simple majority determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days' notice for all future meetings of this governing body."

Motions in General

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member's desired approach with the words: "I move ..." A typical motion might be: "I move that we give 10 days' notice in the future for all our meetings."

The chair usually initiates the motion by:

1. Inviting the members to make a motion: "A motion at this time would be in order."
2. Suggesting a motion to the members: "A motion would be in order that we give 10-days' notice in the future for all our meetings."
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

The Three Basic Motions

Three motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."
2. **The motion to amend.** If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

3. The substitute motion. If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would "move a substitute motion." A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way.

A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it.

The decision as to whether a motion is really a motion to amend or a substitute motion is left to the chair. So that if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair's designation governs.

When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the *first* vote should be on the *last* motion made. So, for example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows.

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passes*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) *failed*, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend.

If the substitute motion failed, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would now move to consider the main motion (the first motion) as *amended*. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are *not* debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to

be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call for the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the

the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds vote to pass.

pend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted *in the majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted *in the minority* seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If you are running the British Parliament, Robert's Rules of Order is a dandy and quite useful handbook.

motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means

Motion to object to the consideration of a question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to sus-

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every

It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus.

lege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privi-

relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy. ■

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I. SUBJECT, ATTACHMENTS, AND BACKGROUND

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

Attachments: Citizenship Grant, # F-25-065
Claim Form

II. STAFF COMMENTS AND ANALYSIS

The annual Citizenship Grant (\$14,000) funds the salary of the Immigration/Citizenship Literacy Assistant. She promotes citizenship by providing the resources, information, and training to area residents. She hosts five classes each week: two Citizenship Classes, a Spanish Conversation Class, and two ELL (English Language Learners) Classes.

The Citizenship program has helped numerous residents earn US Citizenship, and has assisted learners from 57 countries so far.

III. RECOMMENDED ACTION

Staff recommends City Council approval of the Citizenship Grant.

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 (Contractor), collectively known as the Parties.

II. TERM OF THE CONTRACT

This Contract shall begin on September 1, 2024, and shall terminate on September 15, 2025.

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Contractor, 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 CONTRACTOR

The Contractor shall render diligently and competently the services indicated and in the manner set forth herein which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Use grant funds to provide resources, information, and training to promote citizenship information in the community as described in the approved Immigration and Citizenship Grant proposal.
- b. Collaborate with a minimum of two community partners.
- c. Agree to and sign the *LSTA Terms and Conditions Agreement*.
- d. Publicize receipt of LSTA grant and project activities in at least three formats (newspaper, social media, website, presenter, etc.).
- e. Reference, in all publicity, the Institute of Museum and Library Services (IMLS) and ODL.
- f. Maintain signed contracts for all presenters and instructors paid with grant funds.
- g. Follow conflict of interest policy when selecting presenters, instructors, and vendors.
- h. Participate in citizenship networking calls, meetings, and training provided by the Department.
- i. Collect required statistics and maintain copies of all related print information.

- j. Expend all grant funds by July 31, 2025. Any funding not spent must be returned to the Department no later than August 15, 2025.
- k. End project activities on or before July 31, 2025.
- l. Provide at least three photos, flyers, newspaper articles, etc. for possible inclusion in the final report to IMLS.
- m. Provide a quote from a participant who benefited from the project.
- n. Submit the Final Report to the Department by August 15, 2025. The report will include a Narrative, Expenditure Report, and Programs and Statistics Report.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Approve proposal, and provide a contract, *LSTA Terms and Conditions Agreement*, and claim form to the Contractor.
- b. Process grant payment to the Contractor upon receipt of notarized claim form.
- c. Provide professional development opportunities for citizenship literacy grantees.
- d. Provide technical assistance and resources as needed.
- e. Provide a means for citizenship literacy grantees to network and exchange information.
- f. Review and approve the Final Report.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **Fourteen Thousand Dollars (\$14,000.00)** to provide support to Oklahoma's immigrant population in obtaining their citizenship.

- 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. Any deviations from the approved budget must be approved by the Department in writing.
- b. Payment will be made via electronic deposit within 45 days of receipt of the notarized claim form.
- c. Grant funds may not be used for entertainment, refreshments, or giveaways.
- d. The Contractor assures that expenditures under this Contract will be included in its next regular audit.

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:

Oklahoma Department of Libraries
Attn: Brooklynn Bors
200 NE 18th St
Oklahoma City, OK 73105-3205

As to the Contractor:

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

b. No Grant of Authority

Nothing herein shall be construed as conferring upon Contractor 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 Contractor 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 Contractor, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

e. Accident or Illness

The Contractor 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 Terms and Conditions Agreement* and agree to be bound by the same.

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Contractor agrees to keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other items relevant to this

Contract, for a period of seven (7) years from the ending date of this Contract. 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 Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the seven (7) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the seven (7) year 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 Contractor under this contract is an independent Contractor and under no circumstances shall any owners, officers, employees or volunteers of the Contractor be considered employees of the Department or the State of Oklahoma. The Contractor is responsible for all types of claims due its volunteers, employees, or any third parties. The Contractor will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Contractor's, or any of the Contractor's employees' or volunteers' performance, including but not limited to the use of automobiles or other transportation.
- b. Include the following acknowledgment on any publication or presentation resulting from Contractor's participation in this grant: "This activity is supported by the Institute of Museum and Library Services (IMLS) and the Oklahoma Department of Libraries. The opinions and content of activities and materials do not necessarily reflect the position or policy of the Oklahoma Department of Libraries or IMLS, and no official endorsement should be inferred."
- c. In the event the Contractor does not comply with the terms of this contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such noncompliance by the Department. The Contractor 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 items purchased under this contract for reassignment to other programs and projects.

- d. 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.
- e. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.
- f. The Contractor will comply with regulations under the Open Meetings Act, 25 O.S. § 301 *et seq.* and the Open Records Act, 51 O.S. § 24A.1 *et seq.*
- g. The Contractor may not subcontract or assign any duties herein without the express written consent of the Department.

X. AMENDMENTS

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

XI. ENTIRE CONTRACT

This instrument, consisting of six pages, and including the *LSTA Terms and Conditions* 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 have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

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

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor'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 Contractor and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

On behalf of the Contractor:

On behalf of the Department:

Kiley Roberson, Director
Typed name and title of signor

Natalie Currie, Executive Director

Signature

Signature

Date

Date

Typed name of Authorizing Official

Title

Signature

Date

FOR USE BY THE OKLAHOMA DEPARTMENT OF LIBRARIES
Assurances: PROJECT 400-24 is encumbered for this Contract

Lead Officer: Brooklynn Bors

Date: Nov 15, 2024

FPO/Business Manager: McCleod

Date: Nov 15, 2024

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to approve a service agreement with Up With Trees.

- Attachments: Service Agreement

II. STAFF COMMENTS AND ANALYSIS

This Service Agreement between the City of Bartlesville and Up With Trees, Inc. outlines a collaborative effort to enhance the urban tree canopy through a coordinated planting initiative. The agreement specifies that Up With Trees will work closely with Keep Bartlesville Beautiful (KBB) to identify suitable planting locations, develop a planting plan, and secure the necessary permissions from the Oklahoma Department of Transportation (ODOT) through the completion of an ODOT M-7 Agreement for Landscaping Form. Once approval is obtained, Up With Trees will handle all aspects of planting, including utility locates, procurement, planting, and initial maintenance of the trees.

A key feature of the agreement is the inclusion of a three-year warranty and watering period for each tree planted. If any tree dies within this period, Up With Trees is responsible for removing and replacing it within the designated planting months of October through March, restarting the three-year warranty from the date of replanting. This warranty excludes damages caused by factors beyond their control, such as extreme weather events or vandalism.

The initial term of the agreement is set for one year from the date of execution, with the option for up to four additional one-year renewals at the City's discretion, contingent upon budget appropriations and ongoing need. The contract explicitly states that renewals are neither automatic nor implied, giving the City flexibility to adjust the partnership based on its evolving priorities and financial considerations.

III. BUDGET IMPACT

\$15,000.00 – Grant provided by Phillips 66

IV. RECOMMENDED ACTION

Approval of the Up With Trees Service Agreement

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is between the CITY OF BARTLESVILLE, OKLAHOMA, a municipal Corporation, 401 S. Johnston Avenue (the "City") and Up With Trees, Inc., 1102 S Boston, Tulsa, Oklahoma 74119 ("Seller") to be effective upon execution by City.

WITNESSETH:

WHEREAS, Seller desires to provide such Services to City and this document constitutes Seller's offer to provide the Services specified below, and if executed by the City's Mayor, will become the Service Agreement for such Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- Seller agrees to provide the Services** to work with Keep Bartlesville Beautiful (KBB) and/or their designee within the City to assess the planting location and develop a proposed planting plan. This plan will be reviewed by KBB or their designee. Upon approval, Up With Trees will assist the City of Bartlesville with the completion and submission of an Oklahoma Department of Transportation (ODOT) Agreement for Landscaping Form M-7 to receive approval to plant on ODOT property. The City of Bartlesville will be the signing entity as the Developer on the ODOT M-7 form. Up With Trees will commence planting within once final approval is received from ODOT and 30 days from approval from the City of Bartlesville within the normal planting seasons or within 30 days of the following planting season. Up With Trees will be responsible for ensuring utility locates are ordered, procuring the trees prescribed within the approved design, planting, mulching, and staking and wiring of the trees. The date of the tree planting will constitute the beginning of the three-year watering and warranty period. If a tree dies within that three-year period, Up With Trees will remove said tree immediately and will replant that tree as quickly as possible within the planting months of October through March. The newly planted tree will then be watered and warranted for a new three-year period. Planting of a 2-inch caliper tree or comparable size depending on tree availability; with city approval. Location and species will be agreed upon by Up With Trees and the designee of the City of Bartlesville. In addition to the initial planting, this includes three years watering and warranty of the tree. Up With Trees is not responsible for loss of trees due to factors beyond their control such as extreme drought, ice storms, other acts of nature, vandalism, etc.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an Irrevocable offer to provide the Services, there is no contract unless *and* until City executes this Agreement accepting Seller's Proposal. Any Services Seller provides to City before this Agreement is executed by City shall be at Seller's risk, and City shall have no obligation to pay for any such Services provided before this Agreement is executed by City.
- Documents Comprising the Agreement.** The Agreement includes this Service Agreement.
- Term.** The term of this Agreement shall be effective commencing on the date of execution by the Mayor of the City of Bartlesville and continuing to and including one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th), in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that Seller shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
- Warranty Period.** All warranties set forth herein shall remain in effect for a period of three (3) years from the date of acceptance of Services by City. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
- Warranty Remedies.** City shall notify Seller if *any* of the Services fails to meet the warranties set forth above. Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if such Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price.

8. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
9. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to use of patented, trademarked or copyright protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
10. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
11. **Taxes.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the pricing.
12. **General Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to Seller's performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Services, labor, or materials furnished by Seller or Seller's subcontractors under the Agreement.
13. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
14. **Agreement/No Revisions or Additions.** The entire agreement between City and Seller is contained in this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. No verbal agreement between the parties is binding. Any proposal (other than the Proposal referenced in Paragraph 1 above), statement of work, quote, invoice, acknowledgment or other communication issued by Seller in connection with the Agreement will be for the purposes of describing in greater detail the Services (as applicable) to be provided. Any terms or conditions set forth in such communication by Seller will not apply to the Agreement and will not be considered to be Seller's exceptions to these terms and conditions. Any additional or different terms proposed by Seller are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing.
15. **Relationship of Parties &.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
16. **Compliance With Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
17. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If the Agreement is so terminated, City shall be liable only for payment for Services rendered prior to the effective date of termination.

18. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement (or the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three-year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.

19. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

To Seller: Up With Trees
1102 S. Boston Ave.
Tulsa, OK 74119

To City: City Clerk
CITY OF BARTLESVILLE, OKLAHOMA
401 S. Johnstone Ave.
Bartlesville, Oklahoma 74003

20. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

21. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Washington County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration.

22. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third-party beneficiary of this Agreement.

23. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.

24. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

25. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. Seller may not assign this Agreement or use subcontractors to provide the Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

26. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

27. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

28. The undersigned Individual states that he/she has authority to bind Seller to this Agreement that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents and proposal.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Up With Trees, Inc.

Signed Here: 

Printed Name: Steve Grantham

Title: Executive Director

Date: 12/20/2024

Mayor, City of Bartlesville

Signed Here: _____

Printed Name: _____

Date: _____

ATTEST

City Clerk



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and approve City Council appointments to various City committees.

Attachments:

- Council Committee Roster
- Council Committee Appointment Policy

II. STAFF COMMENTS AND ANALYSIS

At our Council workshop on Monday, January 27, 2025, the City Council discussed Council appointments. The results of that discussion are presented herein along with the Council's policy on appointment to committees.

Please schedule this item for consideration and possible action at our regularly scheduled February meeting.

III. RECOMMENDED ACTION

Approve Council appointments to committees.

Committee		Staff Liaison	Council Representatives		Notes
1	Golf Course Operating Committee	Golf Pro	Dorsey		
2	Adult Center Trust Authority	Bailey	NA		No Council rep
3	Ambulance Commission	Call & Ickleberry	NA		No Council rep
4	Visitors Inc	Gus	Kirkpatrick	Dorsey	Staffed by CVB Director
5	Bartlesville Development Authority	Wood	Curd	Dorsey	Staffed by BDA Director
6	Bartlesville Redevelopment Trust Authority	Wilson	East		Staffed by BRTA Director
7	Bartlesville Film Authority	Sanders	Curd		
8	Board of Adjustment	Curtis & Collins	NA		No Council rep
9	City Council	Bailey	All		
10	City Planning Commission	Curtis	Kirkpatrick		
11	Community Center Trust Authority	Callaghan	Sherrick		Staffed by BCCTA Director
12	Construction and Fire Code Appeals Board	Yankovich & Call	NA		No Council rep
13	Downtown Landscape Task Force	Siemers & Robinson	Curd	Kirkpatrick	Has not met recently
14	Employee Advisory Committee	Bailey & Sanders	NA		No Council rep
15	History Museum Trust Authority	Roberson	Sherrick		
16	Keep Bartlesville Beautiful	Curtis	Kirkpatrick		
17	Library Board	Roberson	NA		No Council rep
18	Library Trust Authority	Roberson	East		
19	Park Board	Curtis, Henry, Robinson	Curd		
20	Sewer System Improvement Oversight Committee	Lauritsen	Dorsey		
21	Street and Traffic Committee	Call, Henry, Ickleberry	East		
22	Tax Incentive District Review Committee	Curtis	Dorsey		
23	Tower Green Design Committee	Curtis	Sherrick	Curd	Has not met recently
24	Transportation Committee	Curtis, Siemers, Muninger	Sherrick	East	Has not met recently
25	Unsheltered Homeless Task Force	Bailey	East	Kirkpatrick	
26	Water Resource Committee	Bailey & Lauritsen	Curd	Kirkpatrick	
27	White Rose Cemetery Board	Henry	NA		No Council rep



DR. ERIN TULLOS
City Council Representative Ward 4
City Hall, 401 S. Johnstone Avenue
Bartlesville, Oklahoma 74003
918.338.4282

January 13, 2011

RE: Appointment Process

Dear City Council:

Consistent with the recently approved Amended Charter, we are tasked with adopting a written policy for appointments to committees, trusts, boards, and authorities. I propose the following process for your consideration either for modification or adoption, at your pleasure.

Appointment of Council Members to Committees, Trusts, Boards and Authorities:

Subsequent to the installation of a new council, the City Council shall populate the City Council position(s) on each city committee, trust, board or authority through appointment of a council member or members to each committee, trust, board or authority similarly to the appointment of the Mayoral and Vice Mayoral positions provided that:

1. A council member should affirm that he or she is willing to serve on a particular committee, trust, board or authority; and
2. The collective council should approve the appointment with at least three affirmative votes. Any council member vacancy from a particular committee, trust, board or authority, for any reason, will be filled by repeating the above process.

Appointment of non-council members to Committees, Trusts, Boards and Authorities:

Appointment of a non-council member or members to a city committee, trust, board or authority shall be the privilege and responsibility of a council member serving on that committee, trust, board or authority. Any appointment by a city council member shall be subject to approval with at least three affirmative votes from the city council. In the event there are multiple council members on a committee, trust, board or authority, any of the council members on that committee, trust, board or authority may bring forward an appointment. In the event there is not a council member on a committee, trust, board or authority, any sitting council member may bring forward an appointment.

Any person wishing to serve on a city committee, trust, board or authority may make application at the City Manager's Office located at 401 S. Johnstone or by delivering an original, copy or electronic transmission of the application to the City Manager's Office. Applications shall be kept on file for two years. The absence of a written application will not invalidate any appointment to a city committee, trust, board or authority. The Bartlesville City Council will consider a number of factors (none of which are requirements) toward appointment including, but not limited to: subject matter expertise, personal interest, diversity of membership, and residency in the city.

Sincerely,

Dr. Erin Tullos
City Council Rep. Ward 4

**Approved by City Council on
January 18, 2011**