

# NOTICE AND AGENDA FOR CIRCUIT ENGINEERING DISTRICT #1 REGULAR BOARD MEETING

DATE: January 23, 2025  
TIME: 10:30 am  
PLACE: This meeting will be held at Creek County Fairgrounds, Kellyville, OK.

## AGENDA

1. Call to order by President
2. Determine that the Notice of Meeting and Agenda for this meeting was properly posted in accordance with the Oklahoma Open Meeting Act.
3. Flag salute and opening prayer
4. Roll call by Secretary
5. Introduction of attendees
6. Presentation and lunch sponsored by Ellsworth Construction.
7. New Business
8. Review of the last month's meeting minutes and approval or modification thereof (Attachment 8)
9. Acknowledge receipt of incoming correspondence
10. Discussion and acceptance of the Treasurer's Report (Attachment 10)
11. Reports from the following with discussion:
  - a. Congressional Representatives
  - b. Tribal Representatives
  - c. COG / RTPO Representatives
  - d. ODOT / Local Government & District 8
  - e. OCCEDB
  - f. ACCO / SIG-SIF / Legislative
  - g. County Advisory Board (CAB)
  - h. NACO Report
12. Discussion and possible action to approve projects and funding on the following programs:
  - a. Emergency Transportation Revolving (ETR) Fund (Attachment 12a)
  - b. Material Request Program (MRP) (Attachment 12b)
    - i. New request approval
    - ii. Award/approval of funds
  - c. STP-BR/STP-RD/CIRB Project Status & Project Priorities (Attachment 12c)
  - d. Used Beams
13. Discussion and possible action on Interlocal Cooperative Agreement #2024-01 for Circuit Engineering District #1
14. Discussion on support to the Town of Nowata following the fire.
15. Discussion and possible action on purchasing tablets or other technology for board meetings
16. Review the calendar of events for 2025 (Attachment 16)
17. Adjourn

# MEETING MINUTES FOR CIRCUIT ENGINEERING DISTRICT #1 REGULAR BOARD MEETING

DATE: December 12, 2024  
 TIME: 10:30 am  
 PLACE: This meeting was held at the Rogers County Courthouse, Claremore, OK

## MEETING MINUTES

1. Call to order by the President at 10:31 am.
2. Determine that the Notice of Meeting and Agenda for this meeting was properly posted in accordance with the Oklahoma Open Meeting Act.
  - *Jason Mock confirmed that the meeting was posted in accordance with the Oklahoma Open Meeting Act.*
3. Flag salute and opening prayer
  - *David Poindexter led the flag salute and Lowell Walker led the opening prayer.*

4. Roll call by Secretary

COUNTY	APPOINTED REP.	PRESENT	ABSENT
CRAIG	Lowell Walker (Sec./Treasurer)	X	
CREEK	Leon Warner	X	
DELAWARE	David Poindexter	X	
MAYES	Alva Martin	X	
NOWATA	Troy Friddle	X	
OSAGE	Steve Talburt (Vice-President)	X	
OTTAWA	Mike Furnas	X	
PAWNEE	Ron Weaver	X	
ROGERS	Dan DeLozier	X	
TULSA	Alex Mills	X	
WASHINGTON	Mitch Antle (President)	X	

5. Introduction of attendees
6. Presentation
  - *Mike Marshall with Yellow House Equipment thanked the Counties for their business.*
7. New Business
  - *Mitch Antle announced that Mike Bouvier had passed away. His services will be on January 11, 2025, at 10:00 am at the Bartlesville Community Center.*
  - *Mitch Antle recognized outgoing Commissioner Leon Warner and his service to the CED#1 board.*
8. Reading of the October 24, 2024, minutes and approval or modification thereof.
  - *Dan DeLozier made a motion to approve the minutes as presented, Alva Martin seconded.*

- *Roll call vote:*

COUNTY	APPOINTED REP.	Yes	No

# MEETING MINUTES FOR CIRCUIT ENGINEERING DISTRICT #1 REGULAR BOARD MEETING

CRAIG	Lowell Walker	X	
CREEK	Leon Warner	X	
DELAWARE	David Poindexter	X	
MAYES	Alva Martin	X	
NOWATA	Troy Friddle	X	
OSAGE	Steve Talburt	X	
OTTAWA	Mike Furnas	X	
PAWNEE	Ron Weaver	X	
ROGERS	Dan DeLozier	X	
TULSA	Alex Mills	Abstain	
WASHINGTON	Mitch Antle	X	

- *Motion carried.*

9. Acknowledge receipt of incoming correspondence.

- *None*

10. Discussion and acceptance of the Treasurer's Report

- *The previous balance was \$166,889.19 and the current balance is \$116,889.19. Alex Mills made the motion to accept the treasurer's report, Dan DeLozier seconded.*

- *Roll call vote to accept the treasurer's report:*

COUNTY	APPOINTED REP.	Yes	No
CRAIG	Lowell Walker	X	
CREEK	Leon Warner	X	
DELAWARE	David Poindexter	X	
MAYES	Alva Martin	X	
NOWATA	Troy Friddle	X	
OSAGE	Steve Talburt	X	
OTTAWA	Mike Furnas	X	
PAWNEE	Ron Weaver	X	
ROGERS	Dan DeLozier	X	
TULSA	Alex Mills	X	
WASHINGTON	Mitch Antle	X	

- *Motion carried.*

11. Reports from the following with discussion:

A. Congressional Representatives

- *Crystal Campbell, with Senator Mullin's Office, discussed the Farm Bill.*
- *Crystal stressed the importance of water infrastructure improvements.*

B. Tribal Representatives

- *Rob Endicott with Cherokee Nation announced that Br 22 is 90% complete.*
- *Br 119 in Washington County is 75% complete.*
- *Rob asked ODOT and CED management about making sure that the CIRB funds that are freed up with TTBP grant funds are staying in this CED and not going statewide. Aaron Wallace and Rebecca Alvarez confirmed the money stays within CED1 and will provide documentation to Rob.*

# MEETING MINUTES FOR CIRCUIT ENGINEERING DISTRICT #1 REGULAR BOARD MEETING

- *Br 72 in Ottawa County has been submitted for grant funding.*
  - *Rob explained to CED#1 that TTBP for engineering, Right of Way, and utilities, but does not cover the cost of environmental. Cherokee Nation does not have the manpower to take on the environmental as well. Environmental would need to be funded by CIRB or other funding source.*
- C. COG Representatives
- *No report was given.*
- D. ODOT – Local Government
- *Aaron Wallace with ODOT encouraged counties to think about project priorities.*
  - *Ryan Gulliksen announced that the rebalance on the 5 year plan will start soon. Alex Mills reminded the Board that the counties decide on the priorities.*
  - *John Kenerson with ODOT encouraged hiring ROW service providers whenever possible as it saves money in the long run.*
- E. OCCEDB
- *Mitch Antle announced that he didn't have any disbursement from them and should see a disbursement in January. The next OCCEDB meeting will be December 18, 2024.*
- F. ACCO / SIG-SIF / Legislative
- *Mitch Antle stated the next meeting will be December 18, 2024.*
- G. County Advisory Board (CAB)
- *No report was given. Mitch Antle stated that David Poindexter will stay our representative for the CAB Board as decided at the ACCO District meeting.*
- H. NACO Report
- *Ron Burrows encouraged direct funding to counties and how NACO helps counties with funding.*
12. Discussion and possible action to approve projects and funding on the following programs:
- a. Emergency Transportation Revolving (ETR) Fund
    - *Mitch announced that Ottawa County paid back their ETR loan.*
  - b. Materials Request Program (MRP)
    - *Mitch Antle announced there were no new requests this month and the CED did not have the funds to pay any requests.*
  - c. STP-BR/STP-RD/CIRB Project Status & Project Priorities
    - *Discussion on sliding projects to FY 26 or 27. Rebecca Alvarez handed out three options for the changes to the plan to the board based on funding available due to project readiness.*
      - *Option 1 – Sycamore Creek in Ottawa County. It is currently in FY27, but could move up; remaining unused CIRB money to roll over to FY26.*

# MEETING MINUTES FOR CIRCUIT ENGINEERING DISTRICT #1 REGULAR BOARD MEETING

- *Option 2 – Br 72 Coal Creek in Ottawa County. This project was proposed to be let in FY25, but ODOT had to slide it to FY26 due to budget issues.*
- *Option 3 – Blackburn Embankment – Lost ER funds and moved to FY29 due to lack of funding.*

*After a conversation with board members, the board decided to go with Option 2. If Option 2 does not get the TTBP grant and cannot get funds from other CEDs they will go with Option 1.*

- *Alex Mills made a motion, David Poindexter seconded.*
- *Roll call vote:*

<b>COUNTY</b>	<b>APPOINTED REP.</b>	<b>Yes</b>	<b>No</b>
CRAIG	Lowell Walker	X	
CREEK	Leon Warner	X	
DELAWARE	David Poindexter	X	
MAYES	Alva Martin	X	
NOWATA	Troy Friddle	X	
OSAGE	Steve Talburt	X	
OTTAWA	Mike Furnas	X	
PAWNEE	Ron Weaver	X	
ROGERS	Dan DeLozier	X	
TULSA	Alex Mills	X	
WASHINGTON	Mitch Antle	X	

- *Motion carried*
- *Mitch Antle stated that the list had been updated with the current statuses this month. He stated that Rebecca has started working on the spreadsheets for next year’s CIRB plan and intends to work with commissioners on this after the first of the year.*
- *David Poindexter made a motion to approve the project status & project priorities, Steve Talburt seconded.*
- *Roll call vote:*

<b>COUNTY</b>	<b>APPOINTED REP.</b>	<b>Yes</b>	<b>No</b>
CRAIG	Lowell Walker	X	
CREEK	Leon Warner	X	
DELAWARE	David Poindexter	X	
MAYES	Alva Martin	X	
NOWATA	Troy Friddle	X	
OSAGE	Steve Talburt	X	
OTTAWA	Mike Furnas	X	
PAWNEE	Ron Weaver	X	
ROGERS	Dan DeLozier	X	
TULSA	Alex Mills	X	
WASHINGTON	Mitch Antle	X	

- *Motion carried.*
- d. *Used Beams*
- *Mitch Antle announced that there was no change.*

# MEETING MINUTES FOR CIRCUIT ENGINEERING DISTRICT #1 REGULAR BOARD MEETING

13. Discussion on using tablets or other technology for board meetings.
  - *The board had a conversation on using ipads vs. printing packets.*
14. Discussion and possible action to appoint ACCO Legislative and CAB Board Member from CED#1.
  - *After discussion Mitch Antle explained that the ACCO director appoints these positions.*
  - *David Poindexter is the director and will make the appointment.*
  - *David Poindexter is the CAB board rep and was appointed at the ACCO district meeting.*
  - *After discussion if a county wants to make a recommendation on a legislative rep send it to Kathy Parker at [delcoclerk8@grand.net](mailto:delcoclerk8@grand.net) by December 31, 2024.*
15. Discussion and possible action to remove Mitch Antle and add David Poindexter on the signature cards for Welch State Bank account numbers 3495544 & 3496804.
  - *Mitch Antle explained that he will need to be removed from the signature cards at Welch State Bank, and the incoming President, David Poindexter, will need to be added to the signature cards as Lowell Walker and Steve Talburt will remain on the signature cards.*
    - *Alex Mills made the motion to add David Poindexter to the signature card, Dan DeLozier seconded.*

- *Roll call vote:*

COUNTY	APPOINTED REP.	Yes	No
CRAIG	Lowell Walker	X	
CREEK	Leon Warner	X	
DELAWARE	David Poindexter	X	
MAYES	Alva Martin	X	
NOWATA	Troy Friddle	X	
OSAGE	Steve Talburt	X	
OTTAWA	Mike Furnas	X	
PAWNEE	Ron Weaver	X	
ROGERS	Dan DeLozier	X	
TULSA	Alex Mills	X	
WASHINGTON	Mitch Antle	X	

- *Motion carried*

16. Review calendar of events for 2025
  - *Mitch Antle announced that the next meeting would be at Creek County Fairgrounds in Kellyville, OK.*

17. Adjourn

- *Alva Martin made the motion to adjourn, Ron Weaver seconded.*

- *Roll call vote:*

COUNTY	APPOINTED REP.	Yes	No
CRAIG	Lowell Walker	X	
CREEK	Leon Warner	X	
DELAWARE	David Poindexter	X	
MAYES	Alva Martin	X	

**MEETING MINUTES FOR  
CIRCUIT ENGINEERING DISTRICT #1  
REGULAR BOARD MEETING**

NOWATA	Troy Friddle	X	
OSAGE	Steve Talburt	X	
OTTAWA	Mike Furnas	X	
PAWNEE	Ron Weaver	X	
ROGERS	Dan DeLozier	X	
TULSA	Alex Mills	X	
WASHINGTON	Mitch Antle	X	

*Motion carried.*

# CED#1 Checkbook Register

Date	Check #	Payee	Description	Debit	Credit	Budget Line Item #
3/14/2024	1226	Guy Engineering Services	Program Management	81,882.49		3
3/28/2024		Statewide Circuit Revolv.	Disbursement		60,238.92	0
4/25/2024	1227	Pawnee County District 3	Materials Request Grant -	50,000.00		15
4/25/2024	1228	Guy Engineering Services	Program Management	17,922.91		3
5/1/2024		Statewide Circuit Revolv.	Disbursement		47,468.48	0
5/23/2024		Statewide Circuit Revolv.	Disbursement		56,671.34	0
5/23/2024	1229	Guy Engineering Services	Program Management	31,937.89		3
5/23/2024	1230	Delaware County District 1	Materials Request Grant -	50,000.00		15
5/24/2024		OCCEDB	Elk City Auction		14,177.92	0
6/27/2024		Statewide Circuit Revolv.	Disbursement		68,935.97	0
6/27/2024	1231	Tulsa Connect	Website Domain Name	15.00		0
6/27/2024	1232	Guy Engineering Services	Program Management	18,640.04		3
6/27/2024	1233	Guy Engineering Services	Program Management	15,365.49		3
7/25/2024	1234	Guy Engineering Services	Program Management	23,105.11		3
7/25/2024	1235	Mayes County District 1	Materials Request Grant -	50,000.00		15
8/2/2024		Statewide Circuit Revolv.	Disbursement		64,993.82	0
8/29/2024		Statewide Circuit Revolv.	Disbursement		62,346.87	0
8/29/2024	1236	Rogers County D3	NACO Reimbursement	2,512.86		0
8/29/2024	1237	Guy Engineering Services	Program Management	22,245.58		3
8/29/2024	1238	Craig County District 1	Materials Request Grant -	50,000.00		15
8/29/2024	1239	State Auditors office	Audit for FY23	12,000.00		0
9/26/2024	1240	Guy Engineering Services	Program Management	22,613.95		3
9/27/2024		Statewide Circuit Revolv.	Disbursement		60,717.87	0
10/24/2024	1241	Guy Engineering Services	Program Management	22,000.00		3
10/24/2024	1242	Craig County District 2	Materials Request Grant -	50,000.00		15
11/1/2024		Statewide Circuit Revolv.	Disbursement		60,919.66	0
11/21/2024	1243	Nowata County District 1	Materials Request Grant -	50,000.00		15
12/12/2024	1244	Guy Engineering Services	Program Management	16,200.00		0
12/18/2024		Statewide Circuit Revolv.	Disbursement		58,168.94	0
12/20/2024		Statewide Circuit Revolv.	Disbursement		56,262.81	0
				<b>8,937,413.52</b>	<b>9,152,534.46</b>	<b>215,120.94</b>





# GUY ENGINEERING

6910 E 14<sup>th</sup> St  
Tulsa, OK 74112  
Tel: (918) 437-0282 Fax: (918) 512-2277  
www.GUYengr.com

CIRCUIT ENGINEERING DISTRICT 1  
ATTN: COMMISSIONER LOWELL WALKER  
210 W DELAWARE AVE  
SUITE 106  
VINITA, OK 74301

Invoice number 1514-02  
Date 01/02/2025  
Project 1514E CED1 - FY25

For services through December 31, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Current Billed	Total Billed	Remaining
Program Management	114,000.00	25.00	14,250.00	14,250.00	28,500.00	85,500.00
Total	114,000.00	25.00	14,250.00	14,250.00	28,500.00	85,500.00

Invoice total **14,250.00**

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1514-02	01/02/2025	14,250.00	14,250.00				
	Total	14,250.00	14,250.00	0.00	0.00	0.00	0.00

Thank you for your business!

PLEASE NOTE OUR BANKING INFORMATION HAS CHANGED:

ACH Payment Information  
Bank Detail: Fidelity Bank - 100 E English - Wichita, KS 67202  
Routing #: 301171353  
Account #: 1812931507  
Federal Tax ID: 73-1303283

# CED Contract Time Export

Date	Phase Description	Activity	Employee Type	Employee	Notes	Hours
12/02/24	Program Management	R - Paperwork	ROW Agent III	Jason Mock	RSVP's Correcting Meeting Minutes Energy District Meeting Minutes 2025 Calendar Sponsor contact	2.00
12/05/24	Program Management	R - Paperwork	ROW Agent III	Jason Mock	Agenda preparing files	1.00
12/09/24	Program Management	R - Paperwork	ROW Agent III	Jason Mock	Agenda Emails Agenda to Clerks Sponsor Contact County Contact	2.00
12/10/24	Program Management	R - Paperwork	ROW Agent III	Jason Mock	Attachments	1.00
12/10/24	Program Management	E - Project Management	Principal Engineer	Rebecca Alvarez	Meeting with ODOT re: 5 yr plan; prepare attachments for CED December meeting; discuss funding options with commissioner	3.00
12/11/24	Program Management	R - Paperwork	ROW Agent III	Jason Mock	Packets Printing Packets Walmart Preping for meeting	4.00
12/12/24	Program Management	E - Project Management	Principal Engineer	Rebecca Alvarez	CED 1 meeting in Claremore	5.00
12/12/24	Program Management	R - Paperwork	ROW Agent III	Jason Mock	Meeting prep Meeting Updating folders Updating wabsite	9.00
12/13/24	Program Management	E - Project Management	Principal Engineer	Rebecca Alvarez	meeting minutes review; project priority lists - Craig	0.75
12/13/24	Program Management	R - Paperwork	ROW Agent III	Jason Mock	Meeting Minutes Updating folders	4.00
12/16/24	Program Management	E - Project Management	Principal Engineer	Rebecca Alvarez	Renew Sam.gov account; update project priority resolutions, update 5 year plans, work on inputting actual CIRB spending	3.00
12/18/24	Program Management	E - Project Management	Principal Engineer	Rebecca Alvarez	OCCEDB meeting in OKC	5.00
12/19/24	Program Management	E - Project Management	Principal Engineer	Rebecca Alvarez	Communication with Randy (new commissioner training) and with Nowata Co (used beams)	0.25

**40.00**

CIRCUIT ENGINEERING DISTRICT #1  
EMERGENCY AND TRANSPORTATION (ETR) REVOLVING FUND PROGRAM

Proj. ID	County	Dist.	Project Name	Bridge or Roadway	ETR #	JP#	Estimated Cost	Funds Requested	Funds Issued	Reimbursement Source	Approved by CED	Xmtd to OCCEDB	Anticipated Reimbursement Date	Funds Repaid	Cumulative Balance	Notes
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**\$ 14,778,709** PROJECTS COMPLETED AND PAID BACK

**Emergency Transportation Revolving Fund - CURRENT PROJECTS**

Proj. ID	County	Dist.	Project Name	Bridge or Roadway	ETR #	JP#	Estimated Cost	Funds Requested	Funds Issued	Reimbursement Source	Approved by CED	Xmtd to OCCEDB	Anticipated Reimbursement Date	Funds Repaid	Cumulative Balance	Notes	
75	Ottawa	1	Br 29 Debris Removal	Bridge	ETRCB1-58-2(12)20	N/A	\$ 300,000	\$ 600,000	\$ 375,000	ER	5/21/2020	5/22/2020		8/9/2023	\$ 311,390.40	\$ 2,136,392.40	Increased from \$300k to \$375k; ER was approved
77	Rogers	3	Flint Rd	Roadway	ETRCR1-66-3(09)23	N/A	\$ 550,000	\$ 550,000	\$ 550,000	Sales Tax	4/27/2023	5/1/2023	2025	10/1/2024	\$ 350,000	\$ 1,936,392.40	\$200,000 remaining
78	Mayes	2	BR#88	Bridge	ETRCB1-49-2(06)23	N/A	\$ 200,000	\$ 200,000	\$ 200,000	Local Funds	5/25/2023	6/22/2023	7/1/2025			\$ 1,736,392.40	

**CURRENT PROJECTS = \$ 1,350,000 \$ 1,125,000 = FUNDS ISSUED \$ 1,736,392.40**

**CIRCUIT ENGINEERING DISTRICT #1  
Materials Request Grant Program (Funded thru CED Expense Budget)**

ID	Cnty Rank	County	Dist.	Description of Project	Bridge No.	Span Length	Width	Type	Roadway	Length	Width2	Overlay Thickness	Cost Estimate	Amount Requested	Date Requested (executed)	Date Approved	Signed & Dated	Check #	Check Date	Commissioner Acknowledged	After photos received
136	3	Nowata	3	412 Road Overlay					412 Road	3 miles	21"	2"	\$54,030	\$50,000	6/22/2023	6/29/2023	11/21/2024	1243	11/21/2024	Yes	
<b>Total</b>														<b>TOTAL FUNDED TO DATE:</b>		<b>\$6,926,236</b>					

**CURRENT PROJECTS AWAITING FUNDING**

ID	Cnty Rank	County	Dist.	Description of Project	Bridge No.	Span Length	Width	Type	Roadway	Length	Width2	Overlay Thickness	Cost Estimate	Amount Requested	Date Requested (executed)	Date Approved	Signed & Dated	Check #	Check Date	Commissioner Acknowledged	After photos received
144	9	Creek	2	Carson Ridge Road					Carson Ridge	3/4 mile	22'	2"	\$100,000	\$50,000	2/20/2024	4/25/2024					
147	2	Delaware	1	S640 Rd. Overlay					S 640 Rd.	1.5 miles	22'	3"	\$253,281	\$50,000	8/13/2024	8/29/2024					
148	5	Pawnee	1	36500 Road Overlay					36500 Rd.	4 miles	24'	2.5"	\$120,000	\$50,000	9/17/2024	9/26/2024					
149	1	Craig	3	310 Road Overlay					310 Rd.	2 miles	22'	2"	\$214,467	\$50,000	10/24/2024	11/21/2024					
150	5	Pawnee	3	5700 Road Overlay					5700 Rd.	1 mile	22"	2"	\$170,000	\$50,000	11/12/2024	11/21/2024					
<b>Total</b>														<b>Projects ready for funding:</b>		<b>\$250,000</b>					

2025 Co. Class. Order	COUNTY	# of funded Requests	FUNDED TO DATE	# of Pending Requests	Pending Amount Requested
1	CRAIG	18	\$900,000	1	\$ 50,000
2	DELAWARE	21	\$985,511	1	\$ 50,000
3	NOWATA	11	\$549,325		
4	MAYES	13	\$650,000		
5	PAWNEE	14	\$700,000	2	\$ 100,000
6	OTTAWA	20	\$950,000		
7	ROGERS	5	\$250,000		
8	OSAGE	12	\$541,400		
9	CREEK	17	\$850,000	1	\$ 50,000
10	WASHINGTON	8	\$400,000		
11	TULSA	3	\$150,000		
	<b>TOTAL</b>	<b>142</b>	<b>\$6,926,236</b>	<b>5</b>	<b>\$ 250,000</b>

**Selection policy adopted March 2016:**

1. County Classification Designation Order.
2. Number of Grants each county has received.
3. Immediate need of the project.

**INTERLOCAL COOPERATIVE AGREEMENT #2024-01  
FOR CIRCUIT ENGINEERING DISTRICT #1**

This **INTERLOCAL COOPERATIVE AGREEMENT** (“Agreement” or “Agreement #2024-01”) is entered into between the Board of County Commissioners of Craig County, the Board of County Commissioners of Creek County, the Board of County Commissioners of Delaware County, the Board of County Commissioners of Mayes County, the Board of County Commissioners of Nowata County, the Board of County Commissioners of Osage County, the Board of County Commissioners of Ottawa County, the Board of County Commissioners of Rogers County, the Board of County Commissioners of Pawnee County, the Board of County Commissioners of Tulsa County, and the Board of County Commissioners of Washington County (collectively the “Parties” or “Counties”), all of which are political subdivisions organized and existing under the laws of the State of Oklahoma.

**RECITALS**

**WHEREAS**, the Interlocal Cooperation Act of Oklahoma, 74 O.S. § 1001 *et seq.*, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Interlocal Cooperation Act of Oklahoma, 74 O.S. § 1001 *et seq.*, permits cooperating governmental units to create an entity to carry out cooperative functions; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1003, defines “public agency” as any political subdivision of the State of Oklahoma, any agency of the State of Oklahoma, or a public trust of the State of Oklahoma; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1003(A)(1), specifically defines Craig County, Creek County, Delaware County, Mayes County, Nowata County, Osage County, Ottawa County, Rogers County, Pawnee County, Tulsa County and Washington County as “public agency(ies)” thereby entitling the Counties to participate in interlocal cooperative agreements and thus contract for governmental services with other public agencies; and

**WHEREAS**, the Interlocal Cooperation Act of Oklahoma, 74 O.S. § 1004 provides for any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Oklahoma to be exercised and enjoyed jointly with any other public agency; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1004, permits local governmental units to enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1008, allows any one or more public agencies to contract with any one or more other public agencies to perform any

governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract, and such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

**WHEREAS**, 19 O.S. § 339(A)(30) authorizes the board of county of commissioners to enter into intergovernmental cooperative agreements which shall include shared services, with local governmental units within this state pursuant to the provisions of the Interlocal Cooperation Act; and

**WHEREAS**, 69 O.S. § 687.1(A) authorizes the Board of County Commissioners of a county to establish a Circuit Engineering District with any other county or counties; and

**WHEREAS**, the Counties comprising CED #1 have each previously created and established CED #1, joined CED #1, designated a member of its Board of County Commissioners to serve on the CED #1 Board of Directors, and authorized its designee to sign this Agreement on behalf of the County; and

**WHEREAS**, 69 O.S. § 687.1(A) provides that the objectives of a Circuit Engineering District are:

1. To allow county governments to make the most efficient use of their powers by enabling them to cooperate with each other and other units of government on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of county government;
2. To provide research and research support to county government;
3. To provide assistance to county governments in performing the functions delegated by law including, but not limited to, the operation of road maintenance, construction, inspection, and equipment purchases and management;
4. To conduct public discussion groups, forums, panels, lectures, and other similar programs;
5. To present courses of instruction and education;
6. To obtain, develop and present scientific and all other types of information relative to the operation of the public transportation system in this state;
7. For long-range planning and growth of the transportation system within the circuit engineering district and other circuit engineering districts within this state; and
8. To provide services to counties in a coordinated manner that will improve the quality of the transportation system and be cost effective; and

**WHEREAS**, 69 O.S. § 687.1(B) provides that a Circuit Engineering District has the authority to:

1. To comply with and carry out the provisions of the Interlocal Cooperation Act;
2. To advise and assist its members with how to implement and make an effective transportation plan for the best interest of each member of the circuit engineering district;

3. To prepare such programs of research as may be necessary and advisable in carrying out its purposes;
4. To contract for services with persons, firms or units of government to carry out the purposes of the circuit engineering district;
5. To provide periodic reports for the circuit engineering district or for its members as may be required by federal or state legislation or regulations pertaining thereto, and as are within the scope and range of the purpose of the circuit engineering district;
6. To acquire and hold property for its use and to incur expenses to carry out its functions;
7. To receive gifts, contributions and donations to carry out the purposes for which it is formed;
8. To assess its members for the services rendered in carrying out its functions;
9. To apply for, contract for, administer, receive and expend funds or grants from any participating member, the State of Oklahoma, the federal government, or any other source; and
10. To publish studies in connection with its work which may be of benefit to its members or other agencies within and outside of the circuit engineering district; and

**WHEREAS**, the Boards of County Commissioners of Craig, Creek, Delaware, Mayes, Nowata, Osage, Ottawa, Pawnee, Rogers, Tulsa, and Washinton Counties desire to enter into an agreement with the Boards of County Commissioners of Craig, Creek, Delaware, Mayes, Nowata, Osage, Ottawa, Pawnee, Rogers, Tulsa, and Washinton Counties for the purpose of both providing assistance to other public agencies and receiving assistance from other public agencies as defined and permitted by the Interlocal Cooperative Act of Oklahoma and 69 O.S. § 687.1(A) and consistent with the objectives and authority vested in Circuit Engineering Districts; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1004(C)(1), requires appropriate action by ordinance, resolution or otherwise pursuant to the law of the governing bodies of the participating public agency before any such agreement may enter into force; and

**WHEREAS**, the Boards of County Commissioners of Craig, Creek, Delaware, Mayes, Nowata, Osage, Ottawa, Pawnee, Rogers, Tulsa, and Washinton Counties each having previously passed and adopted such resolutions;

**NOW THEREFORE, BE IT RESOLVED THAT**, in consideration of the mutual agreements and conditions herein described, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to authorize and permit Counties to accomplish the objectives of 69 O.S. § 687.1(A).
2. **Preempts and Supersedes Any Previous Agreement.** This Agreement constitutes the entire agreement between the Parties, and it preempts and supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter herein.
3. **Statement of Responsibility and Liability:** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. Each party shall be responsible for the acts and omissions to act of its officers, employees, or

agents while acting within the scope of their employment. Liability shall be governed by the Oklahoma Governmental Tort Claims Act, 51 O.S. §§ 151-172.

4. **Method of Financing Joint Undertaking.** The activities and projects of the CED will be funded by sources of County, State, Tribal or Federal funds based upon the needs and requirements of the Federal Safety Bridge Inspection program, County Improvements for Roads and Bridges (CIRB) 5-Year Plan, Tribal Transportation Improvement Program, and the County's 5-Year construction plan. Each of the CED's activities and projects will be independently funded and budgeted.
5. **Termination of Participation.** Any of the Parties to this Agreement may terminate its participation in the CED at any time with or without cause upon tendering written notice of such termination thirty (30) days prior to the effective date of such termination. Written notices shall be sent to each party of this Agreement.
6. **Dissolution of CED and Disposal of Property Upon Dissolution.** In the event that all of the Counties comprising the CED terminate participation in this Agreement, or all of the counties comprising the CED except for one terminate participation in this Agreement, the CED is dissolved and this Agreement is no longer effective. In the event of dissolution, all CED assets and obligations shall be distributed equitably among the counties comprising the CED.
7. **No Third-Party Beneficiaries.** It is not the intent of this Agreement to create any rights in any third parties.
8. **Board Conducting Undertaking.** For purposes of complying with 74 O.S. § 1004(C)(4) the Counties mutually agree that the CED formed under this Agreement shall be governed by a Board of Directors which shall be comprised of one County representative appointed annually by each Board of County Commissioners which comprises the CED. The CED's Board of Directors shall be responsible for administering this cooperative undertaking in compliance with State law including establishing and maintaining a budget.
9. **No Assignment.** This Agreement is not assignable except upon the prior written consent of all parties hereto.
10. **Execution.** This Agreement shall be executed by the designee of each Board of County Commissioners comprising the CED.
11. **Term.** This agreement shall be effective immediately upon signing and shall continue through December 31, 2025, and may be renewed at the beginning of each calendar year thereafter upon mutual agreement of all parties.
12. **Amendment.** This Agreement may not be amended except by express written agreement of all parties hereto.
13. **Whole Agreement.** It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties, and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.



14. **Force Majeure.** None of the Parties shall be responsible or liable for failure or delay in the performance of its obligations during such period of time that the aforesaid delivery or acceptance is rendered commercially impracticable, illegal, or impossible which arise out of or caused by, directly or indirectly, forces beyond its control; such as strikes, or acts of war or terrorism, or civil disturbances, or fire, or Acts of God, such as natural disasters, or other such emergency beyond the parties control. However, the Parties must utilize all commercially reasonable efforts, which are consistent with accepted practices in its industry, to resume the performance of its obligations, as soon as practicable under the circumstances listed above. Provided however, to the extent that the Parties have any commercially reasonable alternative method of performing this Agreement, the Parties shall not be freed of any performance of its obligations hereunder by this clause, even though the goods intended for this Agreement were destroyed or their delivery delayed because of an event described above.

**ADOPTED AND APPROVED** by the undersigned designees from each county comprising the CED on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

**BOARDS OF COUNTY COMMISSIONERS  
REPRESENTATIVES**

By: \_\_\_\_\_  
Craig County Representative

By: \_\_\_\_\_  
Creek County Representative

By: \_\_\_\_\_  
Delaware County Representative

By: \_\_\_\_\_  
Mayes County Representative

By: \_\_\_\_\_  
Nowata County Representative

By: \_\_\_\_\_  
Osage County Representative

By: \_\_\_\_\_  
Ottawa County Representative

By: \_\_\_\_\_  
Pawnee County Representative

By: \_\_\_\_\_  
Rogers County Representative

By: \_\_\_\_\_  
Tulsa County Representative

By: \_\_\_\_\_  
Washington County Representative

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Number

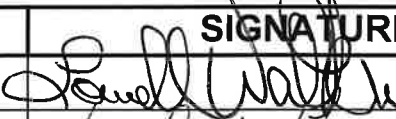
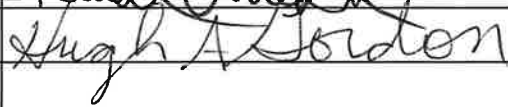









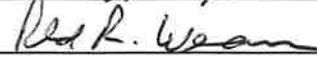
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My Commission Expires





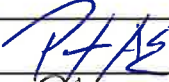
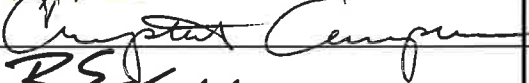
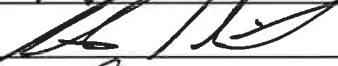










SEAL

CED#1 2025 CALENDAR OF EVENTS	
DATE	ITEM OF INTEREST
January 1, 2025	New Years Day Holiday
January 29, 2025	ACCO/SIG-SIF/OCCEDB Board meeting
<b>January 23, 2025</b>	<b>CED#1 Meeting/Energy District meeting, Creek County Fairgrounds, Kellyville</b>
February 4-6, 2025	CODA - Norman
February 17, 2025	Presidents Day Holiday
February 26, 2025	ACCO/SIG-SIF/OCCEDB Board meeting
<b>February 27, 2025</b>	<b>CED#1 Meeting, Mayes County Fairgrounds, Pryor, OK</b>
<b>March 27, 2025</b>	<b>CED#1 Meeting, Osage County Fairgrounds, Pawhuska, OK</b>
April 2-3, 2025	ACCO Spring Conference 2025
April 18, 2025	Good Friday
<b>April 24, 2025</b>	<b>CED#1 Meeting/Energy District Meeting, Nowata County Fairgrounds, Nowata, OK</b>
April 30, 2025	ACCO/SIG-SIF/OCCEDB Board meeting
May 28, 2025	ACCO/SIG-SIF/OCCEDB Board meeting
<b>May 22, 2025</b>	<b>CED#1 Meeting, Pawnee County Fairgrounds, Pawnee, OK</b>
May 26, 2025	Memorial Day
June 25, 2025	ACCO/SIG-SIF/OCCEDB Board meeting
<b>June 26, 2025</b>	<b>CED#1 Meeting, Rogers County Fairgrounds Building, Claremore, OK</b>
July 4, 2025	Independence Day
<b>July 24, 2025</b>	<b>CED#1 Meeting/Energy District Meeting, Mayes County Fairgrounds, Pryor, OK</b>
July 30-31, 2025	ACCO Summer Safety Conference
July 31, 2025	ACCO/SIG-SIF/OCCEDB Board meeting
August 27, 2025	ACCO/SIG-SIF/OCCEDB Board meeting
<b>August 28, 2025</b>	<b>CED#1 Meeting, Bartlesville Community Center, Bartlesville, OK</b>
September 1, 2025	Labor Day
Sept. 10-12, 2025	CODA - Tulsa
September 24, 2025	ACCO/SIG-SIF/OCCEDB Board meeting
<b>September 25, 2025</b>	<b>CED#1 Meeting, Northeastern Tribal Health Systems, Miami, OK</b>
<b>October 23, 2025</b>	<b>CED#1 Meeting, Delaware County Fairgrounds, Jay, OK</b>
October 29-30, 2025	ACCO Fall Conference 2025
October 30, 2025	ACCO/SIG-SIF/OCCEDB Board meeting
November 11, 2025	Veteran's Day Holiday
November 19, 2025	ACCO/SIG-SIF/OCCEDB Board meeting
<b>November 13, 2025</b>	<b>CED#1 Meeting/Energy District Meeting, Craig County Fairgrounds, Vinita, OK</b>
November 28, 2025	Thanksgiving Holiday
<b>December 11, 2025</b>	<b>CED#1 Meeting, Warren CAT, Tulsa, OK</b>
December 17, 2025	ACCO/SIG-SIF/OCCEDB Board meeting
December 25, 2025	Christmas Holiday





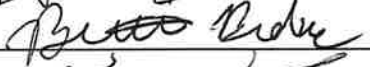


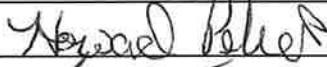





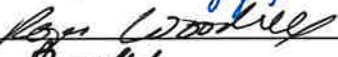





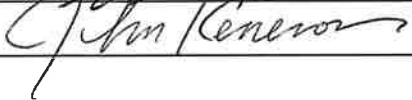
# Circuit Engineering District #1

January 23, 2025

ORGANIZATION	NAME	SIGNATURE	EMAIL
Craig County District 1	Lowell Walker		<a href="mailto:lwalkerrt66@gmail.com">lwalkerrt66@gmail.com</a>
Craig County District 2	Hugh Gordon		<a href="mailto:sraigco2@hotmail.com">sraigco2@hotmail.com</a> <small>Craig County D2@gmail</small>
Craig County District 3	Trenton Langley		<a href="mailto:craig3@junct.com">craig3@junct.com</a>
Creek County District 1	Newt Stephens		<a href="mailto:nstephens@creekcountyonline.com">nstephens@creekcountyonline.com</a>
Creek County District 2	Zack Moore		<a href="mailto:zmoore@creekcountyonline.com">zmoore@creekcountyonline.com</a>
Creek County District 3	Jarrod Whitehouse		<a href="mailto:jwhitehouse@creekcountyonline.com">jwhitehouse@creekcountyonline.com</a>
Delaware County District 1	David Poindexter		<a href="mailto:delcohwy1086@gmail.com">delcohwy1086@gmail.com</a>
Delaware County District 2	Jake Callihan		<a href="mailto:delbarn2@yahoo.com">delbarn2@yahoo.com</a>
Delaware County District 3	David Beck		<a href="mailto:delcod3@gmail.com">delcod3@gmail.com</a>
Mayes County District 1	Alva Martin		<a href="mailto:amartin@mayes.okcounties.org">amartin@mayes.okcounties.org</a>
Mayes County District 2	Steve Grossman		<a href="mailto:sgrossman@mayes.okcounties.org">sgrossman@mayes.okcounties.org</a>
Mayes County District 3	Randy Pierce		<a href="mailto:rpierce@mayes.okcounties.org">rpierce@mayes.okcounties.org</a>
Nowata County District 1	Paul Crupper		<a href="mailto:nowatacounty1@outlook.com">nowatacounty1@outlook.com</a>
Nowata County District 2	Timmie Benson		<a href="mailto:nowata2@totalcsi.net">nowata2@totalcsi.net</a>
Nowata County District 3	Troy Friddle		<a href="mailto:nowatacountydistrict3@yahoo.com">nowatacountydistrict3@yahoo.com</a>
Osage County District 1	Anthony Hudson		<a href="mailto:ahudson@osagecounty-ok.gov">ahudson@osagecounty-ok.gov</a>
Osage County District 2	Steve Talburt		<a href="mailto:stalbert2@osagecounty-ok.gov">stalbert2@osagecounty-ok.gov</a>
Osage County District 3	Charlie Cartwright		<a href="mailto:charlie.e.cartwright@gmail.com">charlie.e.cartwright@gmail.com</a>
Ottawa County District 1	Mike Furnas		<a href="mailto:ottawacountyd1@sbcglobal.net">ottawacountyd1@sbcglobal.net</a>
Ottawa County District 2	Robert Clark		<a href="mailto:d2@ottawa.okcounties.org">d2@ottawa.okcounties.org</a>
Ottawa County District 3	Scott Hilton		<a href="mailto:ottawacountyd1@sbcglobal.net">ottawacountyd1@sbcglobal.net</a>
Pawnee County District 1	Ronnie Weaver		<a href="mailto:ronaldweaver65@icloud.com">ronaldweaver65@icloud.com</a>
Pawnee County District 2	Joe Higgins		

ORGANIZATION	NAME	SIGNATURE	EMAIL
Pawnee County District 3	Curt Mullin		<a href="mailto:curtmullin@att.net">curtmullin@att.net</a>
Rogers County District 1	Dan DeLozier		<a href="mailto:ddeLozier@rogerscounty.org">ddeLozier@rogerscounty.org</a>
Rogers County District 2	Steve Hendrix		<a href="mailto:shendrix@rogerscounty.org">shendrix@rogerscounty.org</a>
Rogers County District 3	Ron Burrows		<a href="mailto:rburrows@rogerscounty.org">rburrows@rogerscounty.org</a>
Tulsa County	Alex Mills		<a href="mailto:amills@tulsacounty.org">amills@tulsacounty.org</a>
Washington County District 1	Mitchell Antle		<a href="mailto:mantle@countycourthouse.org">mantle@countycourthouse.org</a>
Washington County District 2	Corey Shivel		<a href="mailto:cshivel@countycourthouse.org">cshivel@countycourthouse.org</a>
Washington County District 3	Mike Dunlap		<a href="mailto:Mdunlap@countycourthouse.org">Mdunlap@countycourthouse.org</a>
Guy Engr CED # 1	Rebecca Alvarez Jason M. Beck		
Guy ENGR	Pete Ellis		<a href="mailto:pete@guyengr.com">pete@guyengr.com</a>
Sen Mullin Cherokee Nation	Crystal Campbell Rob Endicott		
Road Guardian	ODOT LG		<a href="mailto:roadguardian@odot.ok.gov">roadguardian@odot.ok.gov</a>
Aaron Wallace ACCO	ODOT- LG Dusty Birdsong		<a href="mailto:aaron.wallace@odot.ok.gov">aaron.wallace@odot.ok.gov</a>
ACCO	Chris Schroder		<a href="mailto:Dustyb@KACCU.com">Dustyb@KACCU.com</a>
OCCEDB	Randy Robinson		
Ottawa Co Dist 3	Lawayne Clapp		
Guy Engr	Russell Earls		<a href="mailto:guyengr.com">guyengr.com</a>
Rogers County	Robin LePage		<a href="mailto:rlepage@rogerscounty.org">rlepage@rogerscounty.org</a>
Rogers County	Jon Brown		<a href="mailto:JBrown@Rogerscounty.org">JBrown@Rogerscounty.org</a>
HUDSON PRINCE	SHANNON HUDSON		<a href="mailto:shannon@hudsonprince.com">shannon@hudsonprince.com</a>
Hudson Prince	Aaron Beats		<a href="mailto:aaron@hudsonprince.com">aaron@hudsonprince.com</a>
ODOT D8	Josh Fisher		<a href="mailto:jfisher@odot.org">jfisher@odot.org</a>

ORGANIZATION	NAME	SIGNATURE	EMAIL
ODOT D8	JENNIFER BULLARD	Jennifer Bullard	jbullard@odot.org
ODOT D8	KAITLYN ANDERSON	Kaitlyn Anderson	kanderson@odot.org
ODOT D8	Jake Hoover	Jake Hoover	jhoover@odot.org
ODOT D8	Chris Moore	Chris Moore	cmoores@odot.org
JDOT LG	Melissa Davis	Melissa Davis	medavis@odot.org
ODOT LG	Jessica Hankins	Jessica Hankins	jehankins@odot.org
Craig Co DJ	Kim Bradshaw	Kim Bradshaw	jcraigcountydj@gmail.com
KleinFelder	Brent Neece	Brent Neece	bneece@kleinfelder.com
Cowboy Asphalt	Ericson Pollard	Ericson Pollard	epollard@cowboyasphalt.com
OSAGE DISTRICT 2	CINDY MURPHY	Cindy Murphy	district2@osagecountyoak.com
OSAGE DISTRICT 2	SHAWNA MYERS	Shawna Myers	smyers@osagecountyoak.com
WASHINGTON 2	Corey Shivel	Corey Shivel	CShivel@CountyCourthouse.org
Washington Dist. 3	Derek Shivel	Derek Shivel	DShivel@CountyCourthouse.org
Wright Asphalt Products	Lance Fischer	Lance Fischer	lfischer@wrightasphalt.com
Advance Workzone Services	Danny Jones	Danny Jones	DJONES@AW-INC.COM
ADVANCED WORKZONES	Tommy Wiley	Tommy Wiley	twiley@AW-INC.COM
PEC	LANCE WARREN	Lance Warren	lance.warren@pec1.com
CCD3	Cindy Smith	Cindy Smith	Csmith@creekcountyonline.com
CCD3	Nia Robinson	Nia Robinson	
CCD3	Ryan McDaniels	Ryan McDaniels	
EnviroTech	Lon Gardner	Lon Gardner	
WSB	Charles Sims	Charles Sims	charles.sims@WSBENG.COM
KES	BRIAN KELLOGG	Brian Kellogg	brian@kellogginc.com
Creek County Dist 2	Zac Moore	Zac Moore	zmoore@creekcountyonline.com
Creek County 2	Michael Athamatten	Michael Athamatten	mathamatten@creekcountyonline.com
Creek County D2	Lynn Clark	Lynn Clark	lclark@creekcountyonline.com

ORGANIZATION	NAME	SIGNATURE	EMAIL
Creek #2	Lance Barber		
Shuterra	Amy Quinn		aquinn@shuterra.com
Creek County #1	Pick Soko		
Kail Road Yard	Heath Hamlett		heath@railroadyard.com
Rail Road Yard	Brett Budke		
PER	Kevin Lane		
<del>START EC</del> START EC	Will Dillstaver		Will.DILLSTAVER@STARTEC.COM
ADS Pipe	Howard Peterson		
Coastal Energy Corp.	Larry Thompson		larry@Coastal-FMC.COM
Coastal Energy Corp.	Shannon McDaniel		Shannon@Coastal-FMC.COM
WSB	Ricky Taylor		
WSB	Antony Atencio		aatenen@wsbey.com
STEWART MARTIN Kubota	ALLEN STEFFY		RICK@SMEKUBOTA.COM
Pawnee #3	Roger Woodall		
Pawnee #1	Brad Tilley		
Bidadoo	David Lee		david1@bidadoo.com
Bidadoo	Lance Heckman		Lanceh@bidadoo.com
Kirby Smith Machinery	Isape Sherbundy		isherbundy@Kirby-Smith.com
Hoidale Co.	Nathan Thorne		nthorne@hoidale.com
<del>John Kenerson</del> ODOT	JOHN KENERSON		jkenerson@ODOT.ORG