



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

**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, March 1, 2021
Immediately following the Special Meeting
of the
Bartlesville Municipal Authority
beginning at 7 p.m.**

**Mayor Dale Copeland
918-338-4282**

ADDENDUM TO THE AGENDA

- 1. Discuss and take possible action to approve a Memorandum of Understanding with Bartlesville Public Schools for the use of a 5.5 acre tract of land located adjacent to the Bartlesville High School Campus in the 1800 block of South Shawnee Avenue, currently owned by the City of Bartlesville, for the construction of an agricultural sciences facility. Presented by Lisa Beeman, Director, Community Development.**

The Addendum to the Agenda was received and filed in the Office of the City Clerk, 401 S. Johnstone Ave., Bartlesville, Oklahoma, and posted in prominent public view at City Hall at 5 p.m. on Friday, February 26, 2021.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

*City of Bartlesville Webcast of meeting: <https://www.cityofbartlesville.org/city-government/city-council/webcast/> and Channel 59 on Sparklight.

All discussion items are subject to possible action by the City Council. 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.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on a memorandum of understanding with the Bartlesville Public Schools for the use of a 5.5 acre tract of land located adjacent to the Bartlesville High School campus in the 1800 block of South Shawnee Avenue, currently owned by the City of Bartlesville, for the construction of an agricultural sciences facility.

Attachments:

Memorandum of Understanding

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville School District is interested in expanding the academic offerings of the current agricultural sciences program and, to do so, would need to construct a new facility. Such a facility would potentially include additional classrooms, laboratories, an arena, livestock pens, a greenhouse, and other related facilities. Such a facility would need a site of approximately 5+ acres. In looking for sites, the School District hoped to find one that could be integrated into the existing Bartlesville High School campus and, as such, began to discuss options with City Staff.

The City of Bartlesville owns approximately 112 acres of real property on the east side of Shawnee Avenue south of 18th Street. This land, all located within the Caney River floodway and floodplain, was donated to the City in the 1970s by the Jackson family for the construction of Pathfinder Parkway through this area. The City currently uses the westerly portion of this site for a Pathfinder Parkway trailhead and the path itself, as well as an 18-hole disc golf course. In discussions with the school, it became apparent that the tract necessary for the proposed agricultural sciences facility could be accommodated on this 112-acre site, without substantially interfering with the City's existing land uses on this site.



Oklahoma State Law permits a municipal governing body to make gifts of any real estate belongs to the City to any institution in the Oklahoma State System of Higher Education or to any school district which is located in the municipality. The governing boards of such institutions are authorized to accept these gifts. (O.S.S. Title 11, Section 22-125)

Attached is a Memorandum of Understanding between the City of Bartlesville and the Bartlesville Public School District, which, if approved, would agree that the City would convey ownership of a 5.5 acre tract of land from this 112-acre tract to the School for the construction of an agricultural sciences facility in the event the school should receive funding approval. This agreement includes certain conditions, including a shared parking lot, re-establishment of the Pathfinder Parkway Trail, and re-establishment of the Shawnee Trails Disc Golf Course. The conveyance of the tract is contingent upon the School District receiving funding approval to construct said facility.

III. RECOMMENDED ACTION

Attached for Council consideration is a Memorandum of Understanding between the Bartlesville Public Schools and the City of Bartlesville which would accomplish the proposal set forth in this memo. Staff recommends approval of the document.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement"), dated and effective as of the ____ day of _____, 2021, is made by and between THE CITY OF BARTLESVILLE, OKLAHOMA (the "City") and BARTLESVILLE PUBLIC SCHOOLS (the "School").

RECITALS:

Whereas, the City owns approximately 112 acres of real property located in the Southwest quarter of Section 18 Township 26N Range 13E, Bartlesville, Washington County, Oklahoma, further described and identified in Exhibit A (the "Property");

Whereas, the School desires to build an agricultural sciences building and related facilities (the "Facility") in a location adjacent to the High School campus that would be used for the expansion of the current agricultural sciences program if funding for the construction of the facility is approved by the voters;

Whereas, the City desires to give, grant, bargain, sell, and convey to the School a suitable tract of land from the Property to be used for the construction of the Facility, subject to the terms and conditions set forth herein.

THEREFORE, for good and valuable consideration, and pursuant to the terms and covenants hereinafter set forth, the City and the School hereby agree as follows:

1. **Gift of Land.** In the event the School should receive funding approval for the construction of the Facility during calendar year 2021, the City will convey ownership of a tract of land measuring approximately 5.5 acres (the "Site") to the School, said Site shown in greater detail in Exhibit B. Said Site shall be surveyed at the expense of the School prior to transfer of property.
2. **Shared Parking Lot.** In constructing the Facility, the School shall replace the City's existing paved off-street parking lot which provides public parking for the Pathfinder Parkway Trailhead and the Shawnee Trails Disc Golf Course, both City facilities, with a paved off-street parking lot that can be shared by both the School and the City facilities. School shall be responsible for maintenance of this parking lot.
3. **Re-establishment of Pathfinder Parkway Trail.** In constructing the Facility, a portion of the existing paved Pathfinder Parkway Trail will be impacted. As such, School shall be responsible for replacing any portion of the trail that is removed and providing a smooth

transition with the unaffected trail. Plans for the re-establishment of the trail shall be approved by the City Engineer and Park Director as part of the Facility construction plans. After construction, City shall be responsible for maintenance of this trail.

4. **Re-establishment of Shawnee Trails Disc Golf Course.** In constructing the Facility, a portion of the Shawnee Trails Disc Golf Course, an 18-hole public course which is located on the Property owned by the City, will be impacted. As such, School shall be responsible for replacing all existing holes from tee pad to basket that are impacted, either in whole or in part, by the construction of the Facility. Plans for the re-establishment of such holes shall be approved by the City Engineer, Park Director, and a representative of the Bartlesville Disc Golf Club as part of the Facility construction plans. After construction, City or its designee shall be responsible for these holes as part of the 18-hole course.
5. **Fill Dirt.** In order to construct the Facility on the Site, the elevation of the Site must be raised to be compliant with the City's floodplain regulations. School shall agree to purchase this fill dirt from the City at a rate of \$1.50 per cubic yard and at a location provided by the City that is within one (1) mile of the Facility Site and within floodway or 100-year floodplain as designated by FEMA.
6. **Entire Agreement.** All terms and conditions of this Agreement are expressly contained herein, and the parties agree that neither the City nor the School has made any representations or promises with respect to this Agreement not expressly contained herein.
7. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF BARTLESVILLE, OKLAHOMA

Dale Copeland, Mayor

BARTLESVILLE PUBLIC SCHOOLS

Scott Bilger, President

EXHIBIT A

CITY OWNED PROPERTY



EXHIBIT B

PROPOSED SCHOOL SITE

