



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

**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

**Tuesday, January 3, 2023
5:30 p.m.**

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

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. The Invocation will be provided by Pastor Cory Lovell, Unitarian Church of Bartlesville.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
- 6. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Bartlesville Area History Museum Trust Authority.
 - One opening on the Bartlesville Redevelopment Trust Authority.
 - One opening on the White Rose Cemetery Board
- 7. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of December 5, 2022.
 - b. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's and Proposals.**
 - i. Lease Agreement with James Hogan for the purposes of aircraft storage and aeronautical activity for 500 square feet in Hangar 8 for \$150 per month at the Bartlesville Municipal Airport.
 - ii. Water Purchase Contract with John Prather for non-potable water from Hudson Lake.
 - iii. Agreement between Chika and Aaron Leyda and the City of Bartlesville concerning required public infrastructure improvements for conveyance of land and lot line adjustment to Lot 4, Quarry Ridge Estates, Phase I Addition to the City of Bartlesville, Washington County, Oklahoma, property addressed as 3914 SE Quarry Park Drive.
 - iv. Change Order #1 from Electrical Express, LLC for the Robinwood Soccer Field Lighting Project.
 - c. Approval of Resolutions**
 - i. Establishing fee structure for the First Christian Church Building and authorization for the City Manager and/or CFO to draft and execute rental agreements of the premises.
 - d. Approval of 2022-2023 City Auction**
 - i. 2022-2023 City Auction for disposal of surplus items for the public on January 28, 2023 at 10:00 a.m. at the City of Bartlesville Operations Center.

e. Receipt of Financials

- i. Interim Financials for four months ending October 31, 2022.
- ii. Interim Financials for five months ending November 30, 2022.

8. **Public hearing to discuss and take possible action on proposed text amendments to the Zoning Regulations for the City of Bartlesville, such revisions shall include modifications to the General Development Standards Soil Erosion and Sediment Control Regulations (Section 7.4.9). Presented by Greg Collins, Assistant Director, Community Development.**
9. **Discussion to update the Council on events related to the regulation of adult entertainment in public spaces with possible action by Council to give direction to City Staff. Presented by Mike Bailey, City Manager.**
10. **Discuss and take possible action on a Memorandum of Understanding between Grand Mental Health and the City of Bartlesville to create a Crisis Intervention Response Team Program, to provide for two (2) mental health case managers and two (2) police officers to be paired up as mental health co-response teams, with the City providing funds to Grand Mental Health for the two (2) mental health case workers in the total amount of \$100,000.00 per year, beginning January of 2023. Presented by Captain Ickleberry, Bartlesville Police Department.**
11. **Discuss and take possible action on an application from Taylor Kimrey, LLC for Final Plat approval of a 113-lot residential development to be known as Stonebranch 3rd Addition, located on a 61.93 acres +/- tract on the north side of Tuxedo Boulevard, one-quarter mile east of Madison Boulevard, legally described as part of the East Half of the Southwest Quarter of Section 3, Township 26 North, Range 13 East, Washington County, Oklahoma. Presented by Greg Collins, Assistant Director, Community Development.**
12. **Discuss and take possible action on an application for release of City liens by Kyle Persaud on behalf of Caleb Swanson, for property located at 818 SE Seneca Avenue, legally described as Lot 12, Block 7, Guthrie Addition, Bartlesville, Washington County, Oklahoma. Presented by Greg Collins, Assistant Director, Community Development.**
13. **Presentation and possible action on an agreement between the City of Bartlesville and 4F Sports, LLC for the lease and operation of the Price Fields Complex. Presented by Vice Mayor Jim Curd, Jr.**
14. **New Business**
15. **City Manager and Staff Reports.**
16. **City Council Comments and Inquiries.**
17. **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 p.m. on Thursday, December 29, 2022.

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/8>.

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

Sparklight: Channel 56

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



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

**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, December 5, 2022
7 p.m.**

**City Attorney, Jess Kane
918-338-4282**

MINUTES

(The Notice of Meeting was posted December 15, 2021
and the Agenda was posted December 1, 2022 at 5:00 p.m.)

Present were Mayor Dale Copeland, Vice Mayor Jim Curd, Jr., Councilmembers Trevor Dorsey, Billie Roane, and Loren Roszel.

City staff present were Mike Bailey, City Manager, Jason Muninger, City Clerk/CFO; Jess Kane, City Attorney; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Laura Sanders, Director of Human Resources; Matt McCollough, Director of IT; Kelli Williams, Chief Communications Officer; Greg Collins, Assistant Community Development Director; Fire Chief David Topping; Police Chief Tracy Roles; Deputy Police Chief Rocky Bevard; Captain Kevin Ickleberry, Security; and Elaine Banes, Executive Assistant.

1. **The business meeting of the Bartlesville City Council was called to order at 7:00 p.m. by City Attorney, Jess Kane.**
2. **The Oath of Office was administered by Mr. Kane to Mr. Dale Copeland, Ward 1, Mr. Loren Roszel, Ward 2, Mr. Jim Curd, Jr., Ward 3, Ms. Billie Roane, Ward 4, and Mr. Trevor Dorsey, Ward 5.**
3. **Roll Call was held and a quorum established.**
4. **The invocation was provided by Pastor Jason Elmore, Friday Nite Church/President Bartlesville Ministerial Association.**
5. **Citizens to be heard.**

There were no citizens to be heard.

6. **Discuss and take action on the election of Mayor.**

Mr. Dorsey moved to elect Dale Copeland as Mayor, seconded by M. Roane.

Voting Aye: Mr. Roszel, Ms. Roane, Mr. Dorsey, Mr. Curd, Mr. Copeland
Voting Nay: None
Motion: Passed

7. **Discuss and take action on the election of Vice Mayor.**

Ms. Roane moved to elect Jim Curd, Jr. as Vice Mayor, seconded by Mr. Dorsey.

Voting Aye: Ms. Roane, Mr. Dorsey, Mr. Curd, Mr. Roszel, Mayor Copeland
Voting Nay: None
Motion: Passed

8. City Council Announcements and Proclamations.

Mayor Copeland announced that prior to the meeting, a reception was held in honor outgoing Ward 2 City Councilmember Paul Start who has been a tremendous asset to the Council and community. Mayor Copeland welcome Mr. Roszel to the City Council.

9. Authorities, Boards, Commissions and Committee Openings

- One opening on the Bartlesville Area History Museum Trust Authority.
- One opening on the White Rose Cemetery Board

Mayor Copeland 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.

10. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of November 3, 2022.

b. Approval and/or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committees

- i. Appointment of Mr. Alexander Johnson to a three-year term on the Community Center Trust Authority at the recommendation of Mayor Copeland.

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

- i. Consulting Contract with Dan Keleher for City Hall Renovations Design in the amount of \$33,000.
- ii. Software License and Support Agreement with DBCompensation (DB Squared) for software assisting the City of Bartlesville Human Resources Department with job positions, job ratings and pay grades.

d. Approval of Resolutions

- i. Amending the Budget of the City of Bartlesville, Oklahoma for Fiscal Year 2022-2023, appropriating FAA Grant Revenue for Municipal Airport Fund.
- ii. Amending the Budget of the City of Bartlesville Oklahoma for Fiscal Year 2022-2023, appropriating unbudgeted Sales Tax Revenue for the Legal Department in the General Fund.

e. Receipt of Annual Report

- i. 2021-2022 Annual Report for the Chickasaw Wastewater Treatment Plant.

f. Receipt of Bids

- i. Bid No. 2022-2023-013 Tools and Equipment for a 95" Aerial Platform Firefighting apparatus.

Mayor Copeland read the consent docket in full.

Mr. Dorsey moved to approve the consent docket as presented, seconded by Vice Mayor Curd.

Voting Aye: Mr. Dorsey, Vice Mayor Curd, Mr. Roszel, Ms. Roane, Mayor Copeland

Voting Nay: None

Motion: Passed

11. Discuss and take possible action to award Bid No. 2022-2023-013 for Tools and Equipment for a 95” Aerial Platform Firefighting apparatus. Presented by Mr. Curd.

Vice Mayor Curd moved to award Bid No. 2022-2023-013 to Banner Fire Equipment for \$71,551.00, to NAFECO for \$6,369.85, and to Northern Safety Industrial for \$63,406.10, all bids totaling in the amount of \$141,326.95, seconded by Mr. Dorsey.

Voting Aye: Vice Mayor Curd, Mr. Roszel, Ms. Roane, Mr. Dorsey, Mayor Copeland

Voting Nay: None

Motion: Passed

Mr. Bailey reported that the new truck will be available for viewing prior to the January 3, 2023 City Council meeting.

Vice Mayor Curd recused himself from the following item and left the room prior to presentation and vote.

12. Public hearing and possible action to adopt an Ordinance on a request by Landon Curd to close a portion of a 15’ utility easement lying along the west side of Lot 4, Block 1 Colonial Estates 12th Addition, Section 1, Bartlesville, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, Director of Engineering.

Mr. Siemers reported that the applicant is requesting the closure to facilitate construction of a 13’x24’ storage building. The building was constructed in 2021 without proper permitting and when this was brought to the City’s attention, it was also revealed that the building had been constructed over a portion of the existing utility easement. City staff corresponded with utility companies to verify whether it would be possible to vacate the portion of utility easement with the new encroachment and all agreed that the building was not constructed on top of any utilities, although there were utilities in the easement. A partial closure was acceptable to the utility companies and the property owner was notified that they needed to proceed with an application to vacate a portion of the easement. Once received, the application was circulated to utility companies and city staff for review receiving no objections from Police, Fire, Planning, Public Works, Water Utilities or Engineering departments. Staff received no objections from ONG or Sparklight as they do not have facilities located within this easement but PSO and AT&T do have facilities located within the easement. Both PSO and AT&T stated that they would agree with vacating a section of easement that will only cover the exact footprint of the building. The request by the applicant would vacate the east 7.5 feet of the easement from the north side of the building to the south property line. PSO and AT&T will permit closure of a 7’x24’ section of the easement. The proposed ordinance has a modified legal description that is in line with the request from PSO and AT&T, therefore they have no objections to the modified request.

Mayor Copeland opened the public hearing at 7:21 p.m. There being no one appear to speak, the Mayor closed the public hearing at 7:21 p.m.

Mr. Dorsey moved to adopt the Ordinance as presented, seconded by Ms. Roane.

Voting Aye: Mr. Roszel, Ms. Roane, Mr. Dorsey, Mayor Copeland

Voting Nay: None

Absent: Vice Mayor Curd

Motion: Passed

Vice Mayor Curd returned to the City Council meeting following the vote.

13. Discuss and take possible action to approve a proposal from Motorola Solutions for an 800MHz radio upgrade to be utilized by Bartlesville Police Department for \$1,999,875. Presented by Matt McCollough, Director of Information Technology.

Mr. McCollough reported that for several years, the Bartlesville Police Department has been having communication issues with officers' handheld radios in the field due to the lower frequency range of the VHF frequency band. Additionally, the dispatch facility, built in 2012, has end of life equipment from the same 10-year-old timeframe. In addition to the communication issues, the analog system does not have the ability to connect to other statewide agencies. By building an 800MHz Radio System in Bartlesville, the lack of communications would be addressed as well as gaining critically important mutual aid with more communities, the Oklahoma Highway Patrol, the Oklahoma State Bureau of Investigation and the Oklahoma Department of Transportation, extending the statewide radio network to the northeastern corner of the state.

Mr. McCollough continued stating that Motorola Solutions offers the public safety communication system needed by the City of Bartlesville via the State of Oklahoma contract. They are the only vendor who offers a direct connection to the current statewide safety communication system with full functionality, making them a sole source vendor. The State and Motorola have agreed upon both equipment and services. Utilizing the state contract bidding system has proven effective in previous City purchases with money saving opportunities, as well as efficiencies with the purchase of City technology needs (both hardware and software alike) as well as City vehicles, etc. It is important to note that the City has had great success with the Motorola radio communications equipment that has been in use by dispatchers 24/7 for the last ten years. Motorola is also the current provider of the City's Bodycams for Patrol Officers, In-Car Camera Systems in Patrol Units, as well as the 911 Phone System.

Funding for the system comes from a vote by citizens who passed a GO bond in 2020, which approved \$2,000,000 for an emergency communication infrastructure system. At that time, staff began review of purchase options for this project, however due to many economic and environmental factors, the costs continued to climb causing the project to be inflated over \$2,500,000. Motorola has since offered discounts, which bring the total project cost within budget. By utilizing the GO bond funds previously passed, the City is now able to consider the purchase of a new 800MHz digital system to mitigate our critical communication issues for the community's local public safety. The necessary upgrade and purchase of this system will provide the City of Bartlesville via the Bartlesville Police Department with 1) a direct connection to the existing State of Oklahoma, OKWIN APCO Project 25 (P25) core or master site located in Tulsa; 2) upgraded backend radio equipment at the current dispatch location; 3) replacement of the dispatch radio computers; 4) eighty officer handheld radios; 5) forty-five patrol car radio units; 6) replacement of the east side repeater site; 7) replacement of all downtown radio site equipment; and 8) A critical network connection between the 800MHz local system with the statewide system mutual aid system.

A short discussion covered the appreciation for all parties involved who assisted in research for the system; that Washington County could participate if they choose to; and that the East Side Police location and officers will benefit from the system as well.

Mr. Dorsey moved to approve the proposal from Motorola Solutions in the amount of \$1,999,875, seconded by Vice Mayor Curd.

Voting Aye: Ms. Roane, Mr. Dorsey, Vice Mayor Curd, Mr. Roszel, Mayor Copeland

Voting Nay: None

Motion: Passed

14. Receive a presentation on the status of Bartlesville's water supply. Presented by Terry Lauritsen, Director of Water Utilities.

Mr. Lauritsen reported that drought conditions across the region have local water supply levels dropping below a comfortable level, prompting City staff to encourage Bartlesville residents to conserve wherever possible. Using a PowerPoint, he explained the basin area and reported that the City's overall water supply is currently at 69 percent, including Hulah Lake, Copan Lake, Hudson Lake and the Caney River. However, with the Caney River pump station temporarily out of commission due to an ongoing renovation, usable levels are at 60 percent. With the levels at 69 percent of the City's available water supply, the City just barely falls into Stage Two of the City's Drought Contingency Plan, developed in 2002. He explained the with the Caney River pump station offline, the Caney River and Copan Lake are unavailable for use lowering the percentage to 60 percent. Parts to complete the pump station renovation should arrive in early February 2023, and the station should be operational in April 2023. Mr. Lauritsen reports that in the drought contingency plan, most of the water restrictions at the 60-70 percent level are geared around limiting outside watering, filling swimming pools and other non-essential water use, however, because it is wintertime and this is basically in effect already, public education and outreach will be the focus to let citizens become aware of the situation and ask that they conserve water the best they can. He concluded that average water usage over the previous 10 days was 4.26 million of gallons per day, which is typical for winter months, but encouraged citizens to do their best to conserve until the severity of the drought lessens and the water supply sources are reestablished back to optimal levels.

A brief discussion covered that a two-to-three-inch rain over the entire basin could reestablish the water supply; that the resolution covering actions included in the Drought Contingency Plan needs to be updated since it is several years old; that there will be no penalties at this time; and how the citizens have always been good to conserve in times of need.

15. Discuss and take possible action to approve a Resolution establishing a format and rules of order for the conduct of City Council Meetings and repealing conflicting resolutions. Presented by Mike Bailey, City Manager.

Mr. Bailey reported that reaffirming the Resolution establishing a format and rules of order are addressed with each new Council. The rules have been in place for a number of years, with this year's resolution slightly modified. The proposed modifications consolidate two existing resolutions into one; clarifies that "Citizens to be Heard" is for citizens of Bartlesville or those living within 10 miles of City Hall; and the restructured layout of Section 1 made easier to understand. Mr. Bailey explained that the 10-mile radius was chosen to allow citizens from surrounding areas to participate while using the same radius as that is allowed for a City manager's residence.

A brief discussion was held regarding the restriction on “Citizens to be Heard” and if the change was due to recent speakers who were from out of town and out of state; and how local citizens benefit and contribute to this particular area while those from out of town do not.

Ms. Roane moved to approve the Resolution as presented, seconded by Mr. Roszel.

Voting Aye: Mr. Roszel, Ms. Roane, Mayor Copeland

Voting Nay: Vice Mayor Curd, Mr. Dorsey

Motion: Passed

16. Discuss and take possible action to review and reaffirm Resolution No. 3326 Current Code of Ethics Policy. Presented by the Mayor.

Mayor Copeland reported that Resolution No. 3326 is reviewed and affirmed with each new Council. There were no changes nor discussion.

Vice Mayor Curd moved to affirm the Resolution as presented, seconded by Mr. Dorsey.

Voting Aye: Mr. Roszel, Ms. Roane, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland

Voting Nay: None

Motion: Passed

17. Discuss and take possible action regarding City Council liaisons to Authorities, Boards, Commissions and Committees. Presented by the Mayor.

Mayor Copeland reported that City Councilmembers are liaisons to certain Authorities, Boards, Commissions and Committees. Former City Councilor Stuart was the liaison to the Bartlesville Redevelopment Trust Authority, the Bartlesville Library Trust Authority and the Street and Traffic Committee. Mr. Roszel agreed to be the liaison to those vacated by Mr. Stuart. There were no other changes.

Mr. Dorsey moved to approve City Council liaisons as presented, seconded by Vice Mayor Curd.

Voting Aye: Ms. Roane, Mr. Dorsey, Vice Mayor Curd, Mr. Roszel, Mayor Copeland

Voting Nay: None

Motion: Passed

18. Discuss and take possible action to amend the starting time for the Regular City Council Meetings. Presented by Mike Bailey, City Manager.

Mr. Bailey reported the City’s Charter requires the City Council regular meetings to be held the first Monday of the month, except when a holiday falls on it. Then, it is to be held the next day. The Charter does not require a specific time for the meetings to begin. For many years, City Council regular meetings have started at 7 p.m. but an earlier start time would be beneficial for staff, constituents and for the City Councilors as well. Mr. Bailey suggested that a 5:30 p.m. start time would be favorable, and with a general consensus, it was agreed that Regular City Council meetings will now begin at 5:30 p.m.

Prior to the next item, Mr. Bailey introduced the City Council and public to the new Community Development Director, Larry Curtis. Mr. Curtis will begin January 3, 2023.

19. Take possible action to enter into an Executive Session to discuss outstanding grievance and litigation relating to former employee, Brian Brewington, pursuant to 25 O.S. Section 307(B).

Ms. Roane moved to enter into Executive Session at 8:06 p.m., seconded by Vice Mayor Curd.

Voting Aye: Vice Mayor Curd, Mr. Roszel, Ms. Roane, Mr. Dorsey, Mayor Copeland

Voting Nay: None

Motion: Passed

20. Return to open meeting, discuss and take possible action to approve a resolution delegating settlement authority to the City Manager to approve settlement of pending litigation. Presented by Jess Kane, City Attorney.

Mayor Copeland announced that no action was taken in Executive Session. Mr. Kane presented the resolution that will delegate settlement authority to the City Manager to approve settlement of pending litigation.

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

Voting Aye: Mr. Roszel, Ms. Roane, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland

Voting Nay: None

Motion: Passed

21. New Business

There was no new business to report.

22. City Manager and Staff Reports.

Mr. Bailey provided the City of Bartlesville holiday hours for December and the trash schedule for those holidays. He also reminded citizens that the free grass and leaf pickup is underway this week. He wished everyone a Merry Christmas and Happy New Year.

23. City Council Comments and Inquiries.

Mr. Dorsey welcomed Mr. Roszel to the City Council and thanked Mr. Stuart for his service.

Mr. Roszel thanked the City Council and staff for their assistance in preparing him for his term, and stated that he looked forward to filling the position to represent Ward 2 and the community.

Vice Mayor Curd stated that it was a good night, and he was happy to see the Police and Fire Departments receiving the equipment they need.

Ms. Roane stated this is the time of the year to be thankful, and that she is thankful for her fellow City Council members, City staff and citizens.

Mayor Copeland agreed with all the above and added that if citizens need additional information about the City Council, City projects, etc., that the City website is a great resource. He also encouraged subscription to City Beat, the City newsletter that provides a great deal of information on current events, projects, and sales tax information. He stated his appreciation

of Mr. Stuart and his commitment to the community, and welcomed Mr. Roszel. He concluded wishing everyone Happy Holidays.

24. There being no further business to address, Mayor Copeland adjourned the meeting at 8:42 p.m.

Mayor Dale W. Copeland

Jason Muninger, CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Enter into a lease agreement with James Hogan for the purposes of aircraft storage and aeronautical activity. Space to be leased is approx. 500sq.ft. in Hangar 8 at the Bartlesville Municipal Airport.

Attachments:

Lease agreement between City and James Hogan

II. STAFF COMMENTS AND ANALYSIS

City to provide hangar space of approx. 500sq.ft. in hangar 8 for the storage of one single engine aircraft. Lease rate is fair market value of \$150 per month.

III. BUDGET IMPACT

Lease provides \$1800 in annual revenue to the City of Bartlesville Airport.

IV. RECOMMENDED ACTION

Staff recommends entering in the lease agreement with James Hogan.

**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 James Hogan, 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 1st day of December, 2022, and ending on the 31st day of December, 2022, 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 One Hundred Fifty and NO/100 Dollars (\$150.00) 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 utilities are provided to the Leased Premises, the cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: James Hogan
1821 Moonlight Drive
Bartlesville, OK 74006

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)

Approx. 500 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a water purchase contract with John Prather for non-potable water from Hudson Lake.

Attachments:

Water Purchase Contract

II. STAFF COMMENTS AND ANALYSIS

Since 2000, the Prather family has had a non-potable water service on the City's raw water line just south of Hudson Lake. Recently, John Prather has objected to the rate structure that was being billed for this water service. The Municipal code provides a rate structure for non-potable water, but requires a contract prior to receiving the service. The attached Water Purchase Contract remedies this issue and provides a rate structure agreeable to Mr. Prather.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends approval of the water purchase contract.

WATER PURCHASE CONTRACT

This contract for sale and purchase of water is entered into this _____ day of _____, 20_____, between the City of Bartlesville, a municipal corporation, hereinafter referred to as “City,” and John Prather hereinafter referred to as “Prather.”

WHEREAS, Prather requires a supply of non-potable water, and

WHEREAS, the City owns and operates a water supply and conveyance system with a capacity currently capable of serving the present customers of the City’s system and sufficient surplus water to serve Prather; and

NOW THEREFORE, in consideration of the foregoing and the mutual agreements and covenants herein set forth,

THE CITY AGREES:

1. Quality and Quantity: To furnish Prather at the point of delivery during the term of this contract non-potable water. The City expressly makes no warranty as to the quality or condition as to the water to be delivered from the conduit, and represents the same to be non-potable. Prather assumes all risks and liability in the use of this water. Prather shall not use more than one hundred thousand (100,000) gallons total for all meters during any one (1) calendar month or during any one billing month, whichever the case may be.

2. Pressure: The water supply conveyance system that supplies water to Prather is a gravity system where the pressure is a function of the water supply level. The City supplied pressure shall be between 10 psi and 20 psi. If a greater pressure than that normally available at the points of delivery is required by Prather, the cost of providing such greater pressure shall be borne by Prather. Emergency failure of pressure or supply due to main supply line leaks, flood, earthquake, or other catastrophe, shall excuse the City

from this provision for such reasonable period of time as may be necessary to restore service.

3. Metering Equipment: To operate and maintain, at points of delivery, the necessary metering equipment, including a meter house or pit and required devices of standard type for properly measuring the quantity of water delivered to Prather. If the metering equipment fails to register for any period, the amount of water furnished during such period shall be estimated based on past usage, unless the City and Prather agree upon a different amount. All costs associated with the installation of a new or modified water service shall be borne by Prather.

4. Billing Procedure: To furnish Prather, at its current address, an itemized statement of the amount of water furnished Prather during the preceding month. The City shall have the right to discontinue delivery of water whenever bills for water sold under the contract are more than thirty days past due.

5. Water Availability: Water to be furnished under the contract is at all times limited to surplus water in excess of the needs or requirements of the City and its inhabitants and of other purchasers to whom the City has granted preferential rights to water, and all sales are contingent upon the existence of an ample supply of water. Surplus water shall be further defined as the minimum water needed for the inhabitants within the City limits. Prather shall be granted the same rights of supply and price as other purchasers whom the City may grant preferential rights in the future. The City reserves the right to discontinue, interrupt, reduce, or suspend delivery of water whenever such action is required by reason of emergency, unfavorable operating conditions, or a deficient supply of water. Except in emergency, the City shall give Prather the maximum practicable time of notice and warning, before interruption of water delivery.

PRATHER AGREES:

1. Rates and Payment Date: To pay to the City for water purchased at a rate established by City Ordinance for untreated water service. Prather agrees to pay the City in accordance with the City's standard billing policy and by the dates indicated on the bill. If the amount is not paid within said period, a penalty of 10 percent (10%) of the amount due will be charged. The metering equipment shall be read at least monthly.

2. To use the water upon the premises. Water shall not be resold or delivered for use off the premises. Any connection of a service line to a tank shall have an air gap to prevent back-siphonage. No service line shall be connected to any potable water system. The City shall have the right, at any time during business hours and at Prather's reasonable expense, to inspect the City's metering equipment, piping and Prather's service connections. Likewise, Prather shall have the right, from time to time, to canvass the City's records or other data of rate collection, to confirm accuracy.

3. Prather acknowledges that all sales of water are made by the City without warranty of any kind, either express or implied, including, but not limited to, quantity, volume, pressure or fitness for a particular purpose, except as herein otherwise agreed.

IT IS MUTUALLY AGREED BETWEEN THE CITY AND PRATHER AS FOLLOWS:

1. Term of Contract: This contract shall automatically be renewed from year to year unless and until either party notifies the other party in writing sixty (60) days prior to June 30 of any year, that they desire to amend, supplement for terminate said contract.

2. Resale of Water: Prather shall not resell the water purchased from City without obtaining prior written approval from City.

3. Failure of Deliver: Temporary or partial failures to deliver water shall be remedied with all possible dispatch. The City will provide a 24-hour notice, when possible, of its intent to discontinue, interrupt, reduce or suspend delivery of water. Prather will provide the City with the name and telephone number of the person or persons to be contacted.

4. Indemnification: As an inducement for City to enter into this Agreement, Prather agrees to indemnify and hold City harmless for any liability for expenses, including attorney fees, directly or indirectly arising out of or in connection with the sale of water to Prather pursuant to this Agreement.

5. Successor to Prather: That in the event of any occurrence rendering Prather incapable of performing under this contract, any successor of Prather, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of Prather hereunder, provided that any voluntary assignments by Prather are approved by the City.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed.

CITY OF BARTLESVILLE,
a municipal corporation

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

By _____
John Prather

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agreement between Chika and Aaron Leyda and the City of Bartlesville concerning required public infrastructure improvements for conveyance of land and lot line adjustment to Lot 4, Quarry Ridge Estates, Phase I Addition to the City of Bartlesville, Washington County, Oklahoma, property addressed as 3914 SE Quarry Park Drive.

Attachments: (1) Exhibits A and B: Aerial Images
 (2) Exhibit C: Zoning Map
 (3) Exhibit D: Agreement

This is an agreement to defer sidewalk construction for homeowners who recently purchased a small, 1,400 square foot strip of land. Chika and Aaron Leyda own Lot 4, Quarry Ridge Estates, addressed as 3914 SE Quarry Park Drive. They purchased a western adjacent 10-foot wide strip of land from Clearlake Properties, LLC in order to enlarge their yard space, to accommodate an existing accessory building on their property. All of the property is zoned Single-Family Residential RS-7. See **Exhibits A, B and C**.

The owners applied for a lot line adjustment to split this strip of land from the larger Clearlake acreage and combine it with their existing lot. This was administratively approved by City staff on November 18, 2022, on the condition that the owners agree to install sidewalk along the 10-foot wide strip in Southport Drive right of way, in the future, when the larger 28-acre Clearlake property is developed. The owners agreed to this condition and signed the attached agreement, attached at **Exhibit D**.

II. STAFF COMMENTS AND ANALYSIS

A lot line adjustment triggers the sidewalk construction requirement per Subdivision Regulation 2-108 (2), and the recent sidewalk Ordinance 3555 (May 8, 2022) codified at Municipal Code Section 17-63.B.1.a. The land along Southport Drive is considered “Critical Sidewalk Area” under the ordinance because Southport Drive is a collector street. The owners asked whether this sidewalk construction could be deferred.

The ordinance allows the Community Development Director discretion to defer sidewalk construction where there is anticipated construction in the future, or where there are other factors making present construction impractical. In this case, the acting Director determined that the anticipated future development of the larger acreage to the west would be a reasonable time to defer the owners’ installation of their 10-foot segment, to ensure continuity in this sidewalk network. Attached is the agreement signed by the land owners.

III. RECOMMENDED ACTION

City staff recommends approval of the agreement to defer sidewalk construction.

EXHIBIT A—Aerial Image



EXHIBIT B—Aerial Image Detail



EXHIBIT C—Zoning



EXHIBIT D

**AGREEMENT CONCERNING REQUIRED
PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR CONVEYANCE OF LAND
AND LOT LINE ADJUSTMENT TO LOT 4, QUARRY RIDGE ESTATES, PHASE I
ADDITION TO THE CITY OF BARTLESVILLE,
WASHINGTON COUNTY, OKLAHOMA**

THIS AGREEMENT is made and entered into this 17 day of November, 2022, by and between **CHIKA T. AND AARON M. LEYDA**, and their successors in interest and assigns (hereinafter referred to as "the Owners"), being the record owner of Lot 4, Quarry Ridge Estates, Phase I Addition to the City of Bartlesville, Washington County, Oklahoma (addressed as 3914 SE Quarry Park Drive), and the **City of Bartlesville** (hereinafter referred to as "City").

WHEREAS, the Owners own Lot 4, Quarry Ridge Estates, Phase I Addition ("Lot 4"); and

WHEREAS, the Owners are acquiring an approximately 10-foot wide, 1,400.1 square foot +/- tract adjacent to their Lot 4, from the owner of a larger 28.2 acre +/- tract, said 1,400.1 square foot +/- tract being described in Exhibit A, pages 1 and 2, and identified as "Proposed New Tract"; and

WHEREAS, the Owners seek to combine the Proposed New Tract with Lot 4 by way of a lot line adjustment application to the City; and

WHEREAS, the Proposed New Tract abuts right of way for Southport Drive, and under such circumstance, the construction of sidewalk in Southport Drive right of way abutting the Proposed New Tract is required by either the owners of the larger acreage tract or the Owners, when the Proposed New Tract is conveyed; and

WHEREAS, the Owners acknowledge their obligation and intention to construct and extend the sidewalk along Southport Drive abutting the Proposed New Tract, if and when the owner of the larger acreage tract later develops all or a portion of the larger 28.2 acre +/- parcel, described in Exhibit B; and

WHEREAS, the Subdivision Regulations of the City allow for a lot line adjustment, approved by the City Community Development Department, where there is no additional lot being created, and where all required improvements are either completed and accepted by the City, or their construction is secured under the requirements of the Subdivision Regulations.

NOW, THEREFORE, in consideration of the conditions and provisions hereinafter set forth, the above stated parties to this agreement hereby state as follows:

1. The City's Subdivision Regulations, Ordinances, Resolutions, and other Policies of the City are hereby incorporated by reference in this Agreement as if herein fully set forth and shall in all respects be binding upon the Owners, except as may be modified by this Agreement.
2. Upon execution of this Agreement and approval of the Lot Line Adjustment, provisions of the Subdivision Regulations, Ordinances, Resolutions, and other Policies of the City shall be implemented as set forth herein.

3. The Owners shall be responsible for the construction of sidewalk in Southport Drive right of way, abutting the Proposed New Tract described in Exhibit A, in accordance with this Agreement, when the adjacent 28.2 acre +/- tract described in Exhibit B is subdivided or developed. The Owners are responsible for the design and construction of the sidewalk in accordance with the Bartlesville Subdivision Regulations and all other applicable regulations, standards, and specifications for the City of Bartlesville.
4. The Subdivision Regulation requirement to provide a performance financial guarantee prior to conveyance of the Proposed New Tract to the Owners, to ensure the completion of the construction of the required sidewalk, is waived. As such, it is and will remain the Owners' responsibility to disclose to any future owner(s) of Lot 4 and the Proposed New Tract of the responsibility to install sidewalk in Southport Drive right-of-way abutting the Proposed New Tract, when the adjacent 28.2 acre +/- tract is subdivided or developed.
5. The Owners acknowledge that in the event they breach any provision of this Agreement, the City may withhold approval of any or all building permit applications, certificates of occupancy, or other development permit or land use applications.
6. The parties to this Agreement acknowledge that the terms hereof are contractual and not a mere recital. Furthermore, the parties also acknowledge that this Agreement shall be filed of record with the Washington County Clerk's Office, and that it shall run with the land described in Exhibit A, and shall bind the parties, their successors in interest, and all assigns.


IN WITNESS WHEREOF, the parties have set their hands to this Agreement this 17 day of November, 2022, in Bartlesville, Oklahoma.


 Chika T. Leyda




 Aaron M. Leyda

SUBSCRIBED AND SWORN to before me this 18 day of November, 2022.


 NOTARY PUBLIC

My Commission Expires: 7-29-2024
 Commission Number: 20009129

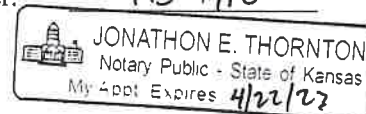
(SEAL/STAMP)

SUBSCRIBED AND SWORN to before me this 17 day of November 2022, 2022.


 NOTARY PUBLIC

My Commission Expires: 4/22/23
 Commission Number: 115 9410

(SEAL/STAMP)



CITY OF BARTLESVILLE:

Dale Copeland, Mayor

Date

ATTEST:

City Clerk

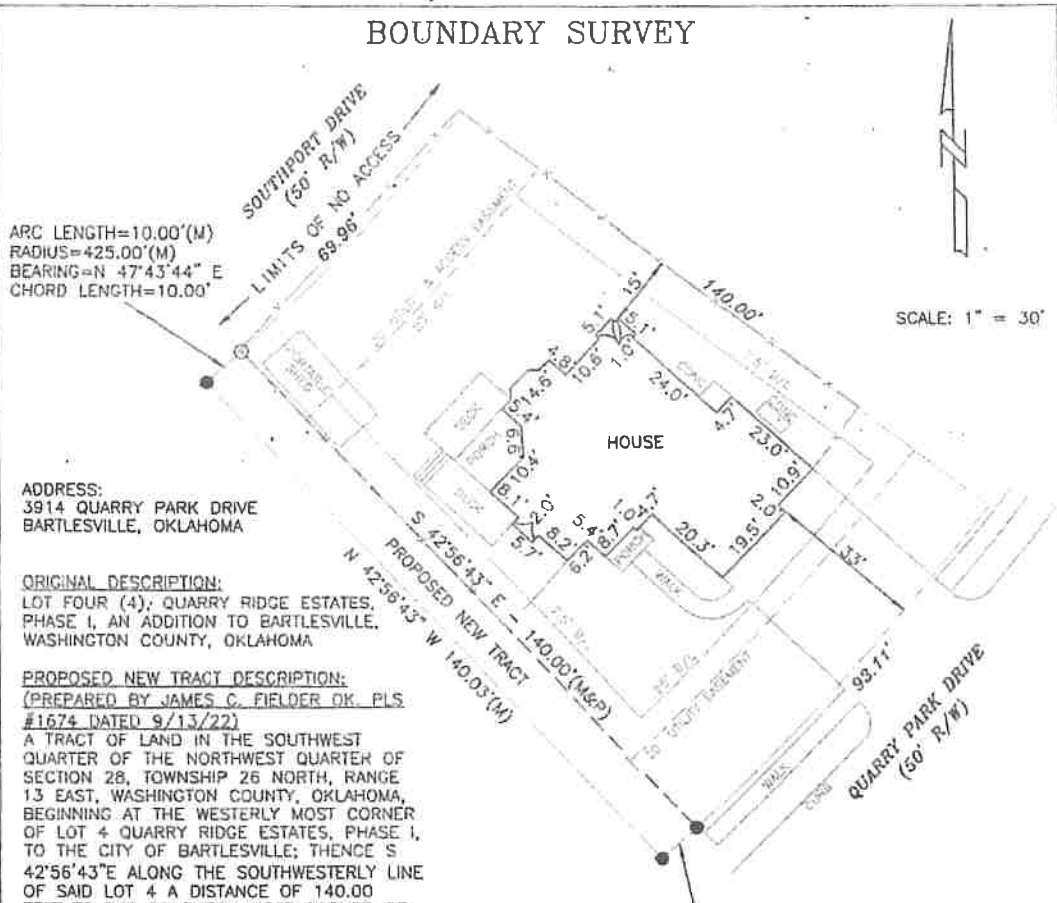
(City Seal)

EXHIBIT A page 1

Legal description of the 1,400.1 square foot +/- tract to be conveyed and combined with Lot 4, Quarry Ridge Estates, Bartlesville, Washington County, Oklahoma

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA, BEGINNING AT THE WESTERLY MOST CORNER OF LOT 4 QUARRY RIDGE ESTATES, PHASE I, TO THE CITY OF BARTLESVILLE; THENCE S 42°56'43"E ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4 A DISTANCE OF 140.00 FEET TO THE SOUTHERN MOST CORNER OF SAID LOT 4; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET, A CHORD WHICH BEARS S 47°33'42" W, A CHORD LENGTH OF 10.00 FEET AND AN ARC LENGTH OF 10.00 FEET; THENCE N 42°56'43" W A DISTANCE OF 140.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE TO SOUTHPORT DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CHORD WHICH BEARS N 47°43'44"E, A CHORD LENGTH OF 10.00 FEET AND AN ARC LENGTH OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1400.10 SQUARE FEET, MORE OR LESS.

BOUNDARY SURVEY



ARC LENGTH=10.00'(M)
 RADIUS=425.00'(M)
 BEARING=N 47°43'44" E
 CHORD LENGTH=10.00'

SCALE: 1" = 30'

ADDRESS:
 3914 QUARRY PARK DRIVE
 BARTLESVILLE, OKLAHOMA

ORIGINAL DESCRIPTION:
 LOT FOUR (4), QUARRY RIDGE ESTATES,
 PHASE I, AN ADDITION TO BARTLESVILLE,
 WASHINGTON COUNTY, OKLAHOMA

PROPOSED NEW TRACT DESCRIPTION:
 (PREPARED BY JAMES C. FIELDER OK. PLS
 #1674 DATED 9/13/22)

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA, BEGINNING AT THE WESTERLY MOST CORNER OF LOT 4 QUARRY RIDGE ESTATES, PHASE I, TO THE CITY OF BARTLESVILLE; THENCE S 42°56'43"E ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4 A DISTANCE OF 140.00 FEET TO THE SOUTHERN MOST CORNER OF SAID LOT 4; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET, A CHORD WHICH BEARS S 47°33'42" W, A CHORD LENGTH OF 10.00 FEET AND AN ARC LENGTH OF 10.00 FEET; THENCE N 42°56'43" W A DISTANCE OF 140.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE TO SOUTHPORT DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CHORD WHICH BEARS N 47°43'44"E, A CHORD LENGTH OF 10.00 FEET AND AN ARC LENGTH OF 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1400.10 SQUARE FEET, MORE OR LESS.

ARC LENGTH=10.00'(M)
 RADIUS=565.00'(M)
 BEARING=S 47°33'42" W
 CHORD LENGTH=10.00'

- LEGEND:
 (M) DENOTES MEASUREMENT PER THIS SURVEY
 (P) DENOTES MEASUREMENT PER RECORD PLAT OF QUARRY RIDGE ESTATES, PHASE I
 ○ DENOTES 1/2" IRON ROD WITH I.D. CAP FOUND
 ● DENOTES 1/2" IRON ROD WITH I.D. CAP SET
 --- x --- DENOTES FENCE

NOTES:

1. BEARING REFERENCE FOR THIS SURVEY IS OKLAHOMA STATE PLANE GRID, NAD 83, NORTH ZONE.
2. NO INDEPENDENT SEARCH OR INVESTIGATION HAS BEEN MADE BY SURVEYOR FOR EASEMENTS, ENCUMBRANCES, RESTRICTIONS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. THIS SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE CURRENT OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.
4. SURVEY IS VALID ONLY IF ORIGINAL SEAL AND SIGNATURE OF SURVEYOR IS PRESENT.

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

DATED THIS 13TH DAY OF SEPTEMBER, 2022.

FIELDER
 LAND SURVEYING
 1652 S.E. WASHINGTON BLVD.
 BARTLESVILLE, OKLAHOMA 74006
 (918) 335-5071
 email: fielderlandsurveying@gmail.com



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

EXHIBIT B

Legal description of the Clearlake Properties, LLC 28.2 acre +/- tract

PART SECT 28-26-13 A TRACT OF LAND KNOWN AS TRACT A DES AS A TRACT OF LAND IN S 1/2 NW; BEG AT SW COR OF NW 1/4 OF SECTION 28; N 88 DEG 57 MIN 37 SEC E ALONG S LINE OF NW 1/4 FOR 431.50' TO POB; N 01 DEG 10 MIN 09 SEC W 242'; S 88 DEG 57 MIN 37 SEC W 74.30'; N 09 DEG 08 MIN 51 SEC W FOR 293.81' TO S'LY ROW LINE OF SOUTHPORT DRIVE; N 88 DEG 56 MIN 19 SEC E 9.49'; THENCE ON A TANGENT CURVE TO LEFT HAVING A RADIUS OF 425', A CHORD BEARING OF N 68 DEG 01 MIN 19 SEC, A CHORD LENGTH OF 303.46' AND ARC LENGTH OF 310.30' TO SW'LY CORNER OF QUARRY RIDGE ADDN; S 42 DEG 56 MIN 43 SEC E 189.91'; THENCE ON NON-TANGENT CURVE TO RIGHT HAVING RADIUS OF 615', A CHORD BEARING OF S 48 DEG 05 MIN 48 SEC W, A CHORD LENGTH OF 21.16', AND ARC LENGTH OF 21.16'; S 40 DEG 54 MIN 48 SEC E 120.02' TO SE COR OF QUARRY RIDGE ADDITION; N 44 DEG 53 MIN 25 SEC E ALONG E'LY LINE OF QUARRY RIDGE ADDITION AT N 44 DEG 53 MIN 25 SEC E 107.29' TO SE'LY COR OF LOT 6 QUARRY RIDGE; S 49 DEG 17 MIN 02 SEC E 50.13'; N 36 DEG 37 N 45 SEC E FOR 115.42'; N 58 DEG 54 MIN 00 SEC W 50.23' TO NE'LY COR OF LOT 6 QUARRY RIDGE ADDITION; N 36 DEG 37 MIN 45 SEC E 25.11'; N 29 DEG 05 MIN 06 SEC E 123.23'; N 60 DEG 35 MIN 03 SEC E 105.42'; N 29 DEG 24 MIN 57 SEC W 88.90'; N 11 DEG 16 MIN 29 SEC W 136.35'; N 22 DEG 29 MIN 41 SEC W 90'; N 04 DEG 08 MIN 33 SEC W 158.50' TO NE COR OF QUARRY RIDGE ADDITION & S ROW LINE OF SOUTHPORT DRIVE; THENCE ON NON TANGENT CURVE TO RIGHT HAVING A RADIUS OF 158.74', A CHORD THAT BEARS N 75 DEG 20 MIN 28.20 Acres

said tract containing 28.2 acres, more or less, as shown in the following map:



said tract also identified by Washington County Tax Account No. 740023913 and Washington County Parcel ID No. 010999-282613-004000-32.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on Change Order #1 from Electrical Express, LLC for the Robinwood Soccer Field Lighting project.

Attachments:

Contractor-signed Change Order No. 1 with supporting documentation

II. STAFF COMMENTS AND ANALYSIS

One of the priority projects included as part of the 2020 General Obligation (GO) Bond election is the Robinwood Park Soccer Field Lighting project. The project consists of repurposing athletic field light poles salvaged from Price Fields. The poles and fixtures will be installed on the south three (3) soccer fields at Robinwood Park. Funding for this project became available as part of the 2022 Issuance of the 2020 GO Bond. A contract was awarded to Electrical Express, LLC in the amount of \$417,000 at the November 7, 2022 council meeting. Bid alternates for new LED light fixtures at both Robinwood Park and the Lee Lake Skate Park were awarded as part of that contract.

The project scope included providing secondary power supply from a PSO-supplied transformer that would be placed in close proximity to the contractor-supplied control cabinet. Per City staff requests, the electrical engineer hired to design the electrical layout showed the transformer and control cabinet in a location that made sense for use by the user groups. Originally the controls and transformer were designed to be located along Frank Phillips Boulevard near existing power sources. Unfortunately, this would mean users would have to walk to the furthest point from the parking lot through grass to operate the lights. Staff requested that the controls and transformer be moved to the north side of the southerly soccer fields so that anyone using the lights would be able to access controls on their way to the newly lighted fields. This is how the project was bid. After discussing power supply with PSO once construction began, it was determined PSO can't set the transformer as far into the sight as planned without substantial cost. They can set a pole mounted transformer on an existing pole that is approximately 200 feet from the control cabinet location. This adds cost to the contractor to extend secondary power from the meter to the control cabinet. The other option is to set the control cabinet near the pole mounted transformer, but then this adds more conductor and conduit for the electrical runs to

the light poles. The cheaper option is to keep the control cabinet in the planned location and have a longer secondary power supply run.

Electrical Express has proposed a price of \$13,000 for the additional 200 feet of secondary power supply. This covers all labor, equipment, trenching/boring, conduit, and conductor to facilitate the additional work. The original contract total is \$417,000. Change Order No. 1 will increase the contract by \$13,000 bringing the total contract to \$430,000.00.

III. BUDGET IMPACT

The original budget for this project was \$350,000. The contract award of \$417,000 was \$67,000 over budget. The contract was awarded with the understanding that the budget deficit would be covered utilizing 2022 GO Bond funds from park projects that have not yet been designed and bid along with unallocated 2022 GO Bond funds. There is currently \$65,125 in unallocated 2022 GO Bond funds available. There is also a discretionary 2022 GO Bond project for a berm and fence along the west edge of Civitan Park that has a budget of \$50,000. A portion of that project budget and the unallocated funds will be used to cover the original contract budget shortfall along with Change Order #1, leaving \$35,125 for the Civitan Park project. Staff believes this leaves sufficient funding to accommodate that project. The original budget for that project was based upon some intrusive approaches to providing protection to the park from vehicles along Silver Lake Road that don't necessarily work due to available space, existing trees, existing ditch, etc.. After looking at this further, we believe the intent can be met with some less intrusive methods that better fit the site than the budget was based upon.

IV. RECOMMENDED ACTION

Staff recommends approval of Change Order No. 1 with Electrical Express, LLC for an overall net increase in the contract amount of \$13,000.00, utilizing the funding sources identified.

From: [Electrical Express LLC](#)
To: [Micah Siemers](#)
Cc: [Kim D. Toulouse](#)
Subject: Change order request #1
Date: Monday, December 12, 2022 9:54:46 AM

CAUTION: External Source. THINK BEFORE YOU CLICK!

Change order request for Bartlesville - Robinwood Park Soccer Field

Bid # 2022-2023-011

Subject: Provide service feed to new control cabinet location for soccer field.

Scope of Work: Provide approximately 200' of underground piping and wire to utility company pole location.
Price includes all labor and material for complete operating system.

Total Installation: \$13,000

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution establishing fee structure for the First Christian Church Building and authorization for the City Manager and or CFO to draft and execute rental agreements of the premises.

Attachments:

A resolution setting a fee structure for the FCC building also granting authority to City Manager and CFO for execution of such agreements.

II. STAFF COMMENTS AND ANALYSIS

Since the City has been in an agreement to take over the FCC building it has remained vacant. To help offset costs of utilities and insurance the City wishes to lease/rent out portions of the facility until a determination of its use is established. There have been parties interested in renting/leasing portions of the facility, and the City sees this as a good way to offset monthly expenses of the building. For the two larger areas (Fellowship Hall and the Sanctuary), the City wishes to set the rate at \$45 per hour. The remaining areas are broken into two categories over 500 sgft and 500 sqft and less. These will rent at \$30 per hour and \$20 per hour respectively. For areas rented for exclusive 24 hour use (storage, office use, etc) the rate of \$4.00 per sqft with a minimum 30 day agreement.

III. BUDGET IMPACT

This is to be determined; the FCC building currently costs the City \$1500-\$2500 a month in utility expense. Any funds received would help offset these costs going forward.

IV. RECOMMENDED ACTION

Staff Recommends approval of the Resolution and establishment of a fee structure.

RESOLUTION _____

A RESOLUTION SETTING A FEE STRUCTURE FOR RENTAL OF PORTIONS OF THE FIRST CHRISTIAN CHURCH BUIDLING AND AUTHORIZING THE CITY MANAGER AND OR THE CFO TO EXECUTE RENTAL AGREEMENTS.

WHEREAS, THE City of Bartlesville has available space to rent at the First Christian Church and;

WHEREAS, the establishment of a rate structure is needed and;

WHEREAS, The City Council Grants Authority to the City Manager and the CFO to execute said agreements

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

First Christian Church Rate Structure

Fellowship Hall and Sanctuary	\$45/hour
Rooms over 500-sqft	\$30/hour
Rooms under 500-sqft	\$20/hour

Any area rented for exclusive 24-hour use will be at the cost of \$4.00 per sqft and will Require at a minimum of a 30-day agreement. Agreements will be drafted and executed by the City Manager and or CFO.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 3rd DAY OF JANUARY, 2023.

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

2022-2023 Public City Auction

Attachments:

See Attached List of Surplus Items for Auction

II. STAFF COMMENTS AND ANALYSIS

Please see attached list for your consideration for disposal at public auction. The listed items are surplus equipment to be disposed of at public auction on January 28, 2023 at 10:00 AM. The auction will be at the City of Bartlesville Operations Center. The address is 1721 W 5th St.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Approval of 2022-2023 City Auction for disposal of surplus items for the public on January 28, 2023 at 10:00 AM. This public auction will take place at City of Bartlesville Operation Center.

CITY OF BARTLESVILLE AUCTION 2022-2023

1. John Deere Gator (Golf Course)
VIN: WOOTURF019683
2. 1990 Chevy Suburban
Unit # 1313 (Engineering)
Last 4 of VIN: 5378
3. 2005 Ford F150 – No Key
Unit # 1306 (Engineering)
Last 4 of VIN: 0840
4. 2005 Honda CRV
Unit #1902 (Code Enforcement)
VIN # JHLRD68526C006116
Miles: 142,741
5. Hustler FasTrack Zero Turn Mower w/ 48' Deck (Code Enforcement)
Serial # 13114514
6. Outback Brush Cutter (Code Enforcement)
Serial # 062104375
7. Stihl HT 101-Z Pole-Pruner (in pieces) (Code Enforcement)
Serial #275669429
8. Stihl FS 100 RX Weed Eater (Code Enforcement)
City Designation CE-6
9. Stihl MS 270 C 20" Chainsaw (Code Enforcement)
No Serial # or City Designation Found
10. Stihl MS 260 16" Chainsaw (Code Enforcement)
No Serial # or City Designation Found
11. Ford/Crown VIC/ White (No Key)
Unit #P61 (Police Dept)
Last 4 of VIN: 1194
12. Ford/ Crown VIC/ White (No Key)
Unit #P65 (Police Dept)
Last 4 of VIN: 1198

13. Chevy/ Impala/ White (No Key)
Unit #P71 (Police Dept)
Last 4 of VIN: 4865
14. Dodge/ Charger/ Black
Unit #P101 (Police Dept)
Last 4 of VIN: 3614
15. Ford/ Crown VIC/ White
Unit # P107 (Police Dept)
Last 4 of VIN: 8975
16. Ford/ Crown VIC/ White
Unit #P109 (Police Dept)
Last 4 of VIN: 8977
17. Dodge/ Charger/ White
Unit #P110 (Police Dept)
Last 4 of VIN: 0615
18. Dodge/ Charger/ White
Unit #P115 (Police Dept)
Last 4 of VIN: 7937
19. Dodge/ Charger/ White
Unit #P116 (Police Dept)
Last 4 of VIN: 5554
20. Dodge/ Charger/ White
Unit #P117 (Police Dept)
Last 4 of VIN: 7867
21. Dodge/ Charger/ White
Unit #P119 (Police Dept)
Last 4 of VIN: 2196
22. Dodge/ Charger/ White
Unit #P138 (Police Dept)
Last 4 of VIN: 7839
23. Ford Crown VIC
Unit #7006 (Police Dept)
Last 4 of VIN: 7556

24. Ford Mercury/ Blue
Unit #P37 (Police Dept)
Last 4 of VIN: 2035
25. Case 580K Backhoe
Unit #223 (Street Dept)
VIN #JJG0020794
26. Gallion A550 Grader
Unit #216 (Street Dept)
VIN #IC-10337
27. 1983 GMC 6000 Bucket Truck/ White
Unit #1449 (Street Dept)
Last 4 of VIN: 5750
28. 1982 GMC Serra 350/ Fire Truck/Red – (Key in Truck) (Fire Dept)
Last 4 of VIN: 2109
29. 1999 Freightliner/ Truck & Transport Tank/ Red – (Key in Truck) (Fire Dept)
Last 4 of VIN: 5696
30. 2007 Freightliner/ Trash Truck/White
Unit #S26 (Sanitation)
Last 4 of VIN: 7701
31. 2000 Sterling Vactor Truck/ White
Unit #WW1 (Waste Water)
Last 4 of VIN: 2848
32. 2006 Ford Ranger Extended Cab/ White
Unit #WW15 (Wrecked) (Waste Water)
Last 4 of VIN: 5482
33. 1991 Ford F-150 Single Cab/ White
Unit #323
Last 4 of VIN: 8096
34. Ford/ Ranger/ PU/ White/ ACO
Unit #P44 (Police Dept)
Last 4 of VIN: 4773

35. 2006 Freightliner Packer
Unit #S25 (Sanitation)
Last 4 of VIN: 4996

36. 3000 Ford Tractor
Unit # 699 (Park)
VIN: C45461P

37. Ford Ranger
Unit #PK-14 (Park)
Last 4 of VIN: 5483

38. 2008 Ford Ranger
Unit # PK-25 (Park)
Last 4 of VIN: 5401



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the four months ending October 31, 2022.

Attachments:

Interim Financials for October 31, 2022

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for October 2022; 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 October 31, 2022.



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

For The Four Months Ended October 31, 2022

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Paul Stuart

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

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REVENUE BUDGET STATUS

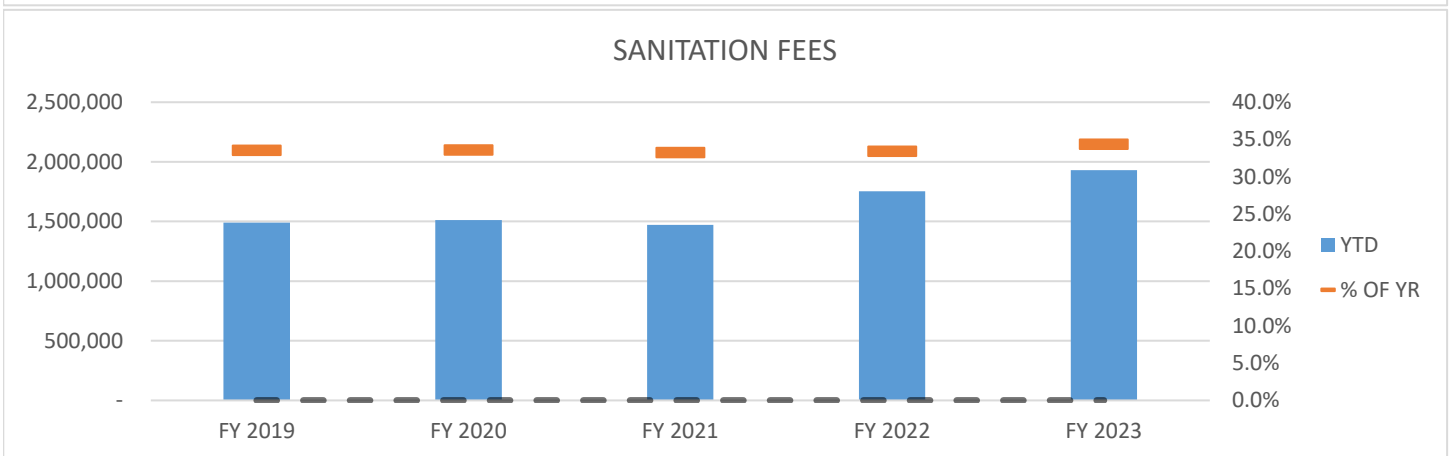
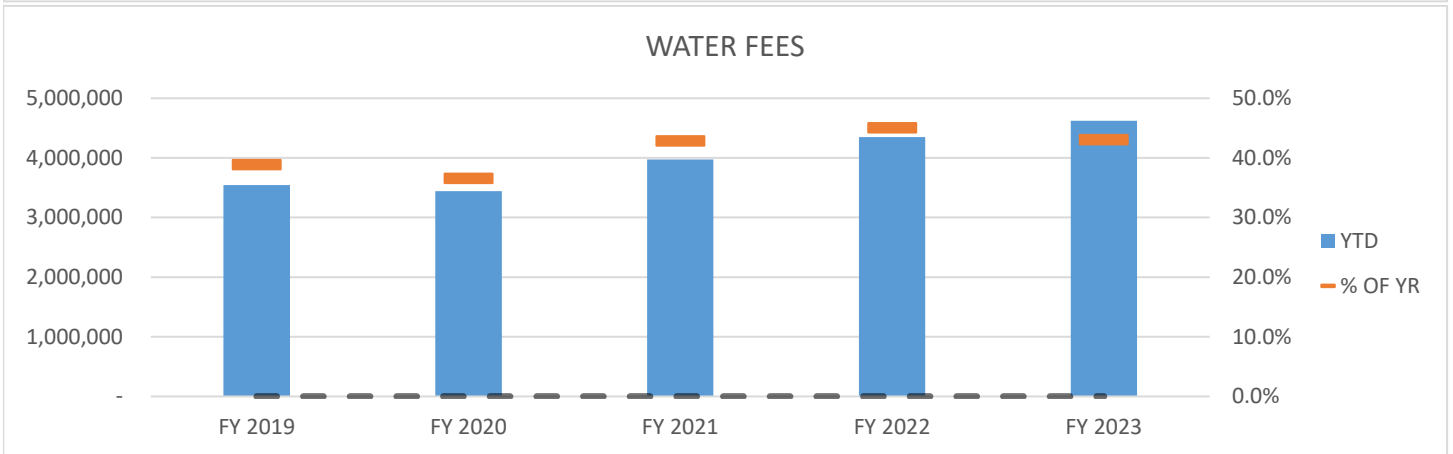
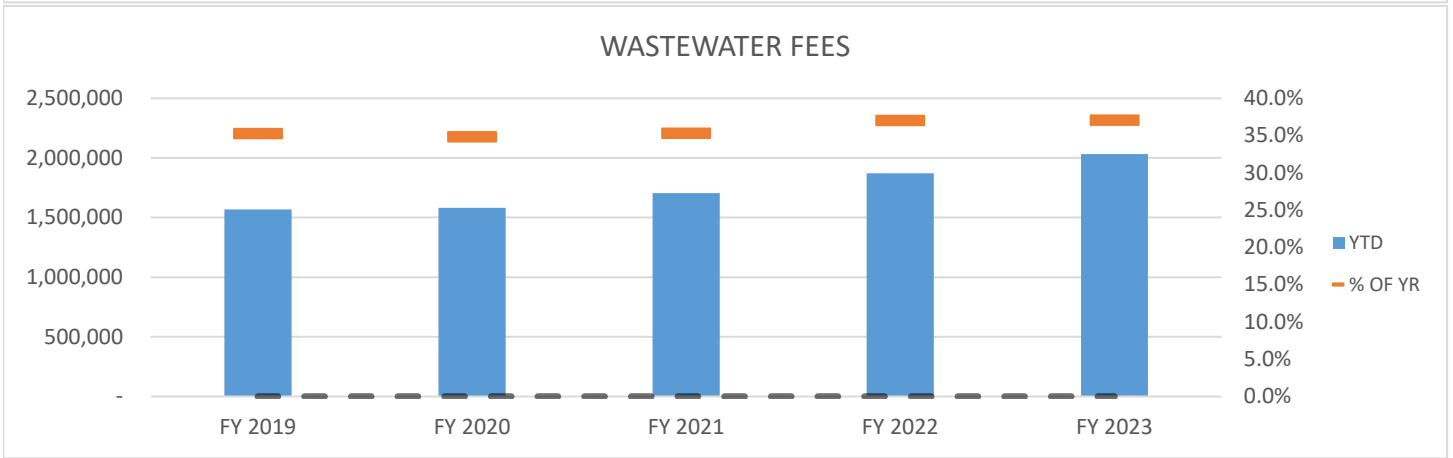
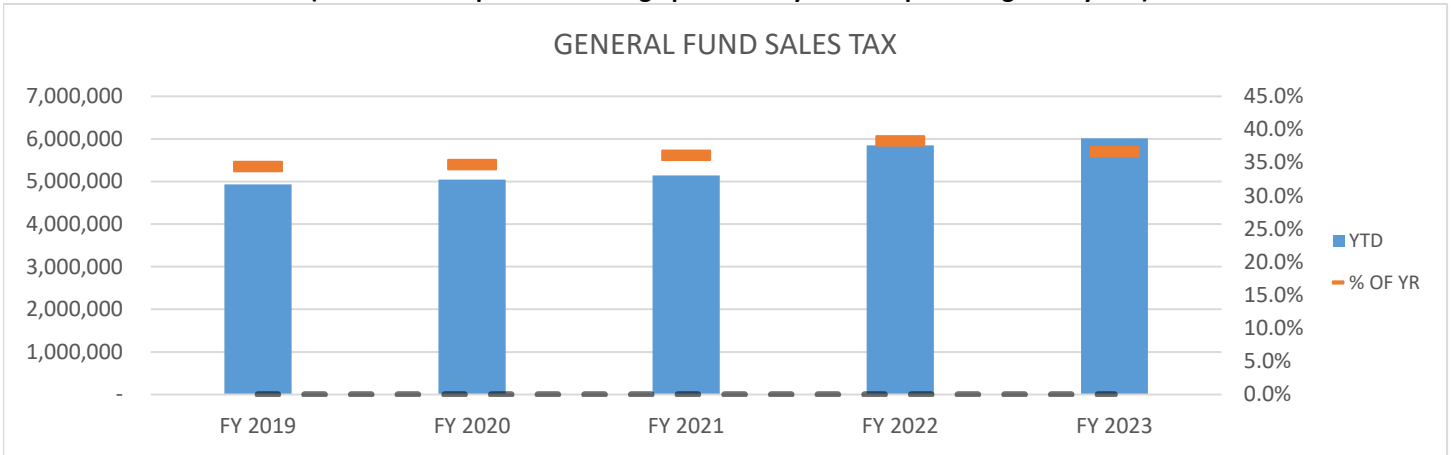
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

EXPLANATORY MEMO

FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



GENERAL FUND
Statement of Revenue, Expenditures, and Changes in Fund Balances

33% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 16,407,122	\$ 5,469,041	\$ 6,011,639	\$ -	\$ 6,011,639	36.6%	\$ 5,849,412	37.0%
Gross Receipt Tax	1,851,300	617,100	522,544	-	522,544	28.2%	416,990	33.6%
Licenses and Permits	266,700	88,900	156,017	-	156,017	58.5%	167,701	73.7%
Intergovernmental	739,100	246,367	271,774	-	271,774	36.8%	3,353,575	96.3%
Charges for Services	521,300	173,767	177,848	-	177,848	34.1%	230,498	45.4%
Court Costs	139,800	46,600	73,544	-	73,544	52.6%	52,341	41.4%
Police/Traffic Fines	525,000	175,000	151,906	-	151,906	28.9%	148,345	28.9%
Parking Fines	54,800	18,267	18,030	-	18,030	32.9%	16,800	26.8%
Other Fines	67,000	22,333	26,208	-	26,208	39.1%	24,955	37.8%
Investment Income	100,000	33,333	33,333	-	33,333	33.3%	33,333	20.0%
Miscellaneous Income	396,400	132,133	146,292	-	146,292	36.9%	371,521	59.8%
Transfers In	9,170,941	3,056,980	3,056,989	-	3,056,989	33.3%	1,725,534	35.4%
Total	<u>\$ 30,239,463</u>	<u>\$ 10,079,821</u>	<u>\$ 10,646,124</u>	<u>\$ -</u>	<u>\$ 10,646,124</u>	35.2%	<u>\$ 12,391,005</u>	44.7%
Expenditures:								
General Government	\$ 8,138,777	\$ 2,712,926	\$ 2,550,887	\$ 227,755	\$ 2,778,642	34.1%	\$ 2,820,962	39.7%
Public Safety	15,764,748	5,254,916	5,054,782	192,197	5,246,979	33.3%	4,807,152	39.9%
Street	1,843,488	614,496	660,181	(48,812)	611,369	33.2%	503,914	33.6%
Culture and Recreation	3,494,816	1,164,939	1,088,212	32,881	1,121,093	32.1%	1,054,950	38.2%
Transfers Out	4,011,107	1,337,036	1,337,067	-	1,337,067	33.3%	1,112,872	37.7%
Reserves	910,925	303,642	-	-	-	0.0%	-	N.A.
Total	<u>\$ 34,163,861</u>	<u>\$ 11,387,955</u>	<u>\$ 10,691,129</u>	<u>\$ 404,021</u>	<u>\$ 11,095,150</u>	32.5%	<u>\$ 10,299,850</u>	39.1%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 4,261,660					
Net Revenue (Expense)			<u>(45,005)</u>					
Ending Fund Balance			<u>\$ 4,216,655</u>					

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

33% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 5,499,094	\$ 1,833,031	\$ 2,037,356	\$ -	\$ 2,037,356	37.0%	\$ 1,875,420	37.6%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	45,000,000	15,000,000	-	-	-	0.0%	-	N.A.
Miscellaneous	30,800	10,267	300	-	300	1.0%	7,734	38.0%
Total	\$ 50,529,894	\$ 16,843,298	\$ 2,037,656	\$ -	\$ 2,037,656	4.0%	\$ 1,883,154	37.6%
Expenditures:								
Wastewater Plant	\$ 2,704,296	\$ 901,432	\$ 1,126,386	\$ 1,544,570	\$ 2,670,956	98.8%	\$ 2,389,600	97.1%
Wastewater Maint	902,048	300,683	224,296	109	224,405	24.9%	257,570	39.4%
BMA Expenses	28,400	9,467	13,954	-	13,954	49.1%	-	N.A.
Transfers Out	1,647,574	549,191	547,534	-	547,534	33.2%	508,676	35.3%
Reserves	83,049	27,683	-	-	-	0.0%	-	N.A.
Total	\$ 5,365,367	\$ 1,788,456	\$ 1,912,170	\$ 1,544,679	\$ 3,456,849	64.4%	\$ 3,155,845	69.3%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 1,859,443					
Net Revenue (Expense)			125,486					
Ending Fund Balance			\$ 1,984,929					

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

33% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,339,739	\$ 3,779,913	\$ 4,839,356	\$ -	\$ 4,839,356	42.7%	\$ 4,544,159	43.2%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	7,500,000	2,500,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	-	-	-	N.A.	-	0.0%
Total	\$ 18,839,739	\$ 6,279,913	\$ 4,839,356	\$ -	\$ 4,839,356	25.7%	\$ 4,544,159	43.2%
Expenditures:								
Water Plant	\$ 3,379,179	\$ 1,126,393	\$ 1,420,763	\$ 84,534	\$ 1,505,297	44.5%	\$ 1,032,690	37.1%
Water Administration	385,958	128,653	123,241	11,390	134,631	34.9%	147,535	43.7%
Water Distribution	2,088,999	696,333	566,575	85,483	652,058	31.2%	513,154	38.0%
BMA Expenses	10,447,970	3,482,657	2,559,877	(2,540,541)	19,336	0.2%	1,471,014	49.3%
Transfers Out	2,569,382	856,461	856,470	-	856,470	33.3%	793,522	35.4%
Reserves	174,039	58,013	-	-	-	0.0%	-	N.A.
Total	\$ 19,045,527	\$ 6,348,510	\$ 5,526,925	\$ (2,359,134)	\$ 3,167,791	16.6%	\$ 3,957,915	40.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 9,871,860					
Net Revenue (Expense)			(687,569)					
Ending Fund Balance			\$ 9,184,291					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

33% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 5,614,957	\$ 1,871,652	\$ 1,898,848	\$ -	\$ 1,898,848	33.8%	\$ 1,721,189	39.2%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	181,103	45,669	46,794	-	46,794	25.8%	51,629	37.0%
Transfers In	-	-	-	-	-	N.A.	-	0.0%
Total	\$ 5,796,060	\$ 1,917,321	\$ 1,945,642	\$ -	\$ 1,945,642	33.6%	\$ 1,772,818	38.9%
Expenditures:								
Sanitation	\$ 3,449,968	\$ 1,149,989	\$ 1,088,823	\$ 92,613	\$ 1,181,436	34.2%	\$ 1,108,564	37.7%
Transfers Out	2,647,446	882,482	882,486	-	882,486	33.3%	753,068	42.8%
Reserves	118,724	39,575	-	-	-	0.0%	-	N.A.
Total	\$ 6,216,138	\$ 2,072,046	\$ 1,971,309	\$ 92,613	\$ 2,063,922	33.2%	\$ 1,861,632	39.6%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 271,101					
Net Revenue (Expense)			(25,667)					
Ending Fund Balance			\$ 245,434					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

33% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,830,242	657,318	36%
E-911 Fund	1,207,233	399,890	33%
Special Library Fund	88,000	33,569	38%
Special Museum Fund	-	32,176	N/A
Municipal Airport Fund	-	8,370	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	106,006	15,681	15%
Golf Course Memorial Fund	-	1,350	N/A
CDBG-COVID	-	49,695	N/A
ARPA	3,186,219	3,186,294	100%
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	3,000	1,306	44%
Debt Service Fund	4,156,550	57,498	1%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,095,683	1,174,356	38%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	23,350	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	11,400	47,880	420%
Storm Drainage Capital Improvement Fund	-	1,049	N/A
Community Development Block Grant Fund	196,000	-	0%
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
Proprietary Funds:			
Adams Golf Course Operating Fund	543,441	211,048	39%
Sooner Pool Operating Fund	49,871	26,000	52%
Frontier Pool Operating Fund	60,921	33,000	54%
Municipal Airport Operating	391,174	193,588	49%
Internal Service Funds:			
Worker's Compensation Fund	100,287	38,846	39%
Health Insurance Fund	3,781,152	1,357,972	36%
Auto Collision Insurance Fund	75,000	25,008	33%
Stabilization Reserve Fund	1,722,643	574,227	33%
Capital Improvement Reserve Fund	7,296,227	2,775,559	38%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

33% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	4,536,236	1,080,430	24%
E-911 Fund	1,228,358	368,097	30%
Special Library Fund	226,500	38,501	17%
Special Museum Fund	41,500	10,406	25%
Municipal Airport Fund	241,443	69,938	29%
Harshfield Library Donation Fund	451,492	24,707	5%
Restricted Revenue Fund	346,646	8,124	2%
Golf Course Memorial Fund	34,307	24,248	71%
CDBG-COVID	-	-	N/A
	3,609,713	1,203,241	33%
Justice Assistance Grant Fund	7,619	-	0%
Neighborhood Park Fund	27,653	-	0%
Cemetery Care Fund	12,147	1,334	11%
Debt Service Fund	4,156,550	363,365	9%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	4,494,810	1,547,176	34%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	97,435	82,919	85%
Wastewater Regulatory Capital Fund	784,684	-	0%
City Hall Capital Improvement Fund	75,594	1,600	2%
Storm Drainage Capital Improvement Fund	51,963	-	0%
Community Development Block Grant Fund	196,000	-	0%
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	2,636	-	0%
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	32,031	-	0%
2018C G.O. Bond Fund	317,014	67,014	21%
2019A G.O. Bond Fund	669,535	319,699	48%
2019B G.O. Bond Fund	385,860	-	0%
2021A G.O. Bond Fund	2,109,080	-	0%
2022 G.O. Bond Fund	9,345,050	113	0%
Proprietary Funds:			
Adams Golf Course Operating Fund	628,362	262,952	42%
Sooner Pool Operating Fund	51,041	27,349	54%
Frontier Pool Operating Fund	64,020	29,223	46%
Municipal Airport Operating	622,990	232,220	37%
Internal Service Funds:			
Worker's Compensation Fund	430,000	54,663	13%
Health Insurance Fund	4,155,209	1,329,145	32%
Auto Collision Insurance Fund	443,559	1,901	0%
Stabilization Reserve Fund	10,211,008	-	0%
Capital Improvement Reserve Fund	7,736,297	1,256,532	16%
Mausoleum Trust Fund	8,185	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

33% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	2,976,150	276,888	3,253,038
E-911 Fund	42,136	33,544	75,680
Special Library Fund	300,317	(5,750)	294,567
Special Museum Fund	129,805	21,770	151,575
Municipal Airport Fund	258,862	(1,068)	257,794
Harshfield Library Donation Fund	611,905	(156,641)	455,264
Restricted Revenue Fund	371,829	7,557	379,386
Golf Course Memorial Fund	31,449	(19,952)	11,497
CDBG-COVID	-	49,695	49,695
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	27,722	-	27,722
Cemetery Care Fund	8,234	(28)	8,206
Debt Service Fund	3,383,622	(305,867)	3,077,755
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,179,987	(153,385)	3,026,602
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	125,314	23,350	148,664
Wastewater Regulatory Capital Fund	805,587	-	805,587
City Hall Capital Improvement Fund	74,009	46,515	120,524
Storm Drainage Capital Improvement Fund	52,981	1,049	54,030
Community Development Block Grant Fund	140,432	-	140,432
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	22,372	(22,372)	-
2014 G.O. Bond Fund	7,686	-	7,686
2014B G.O. Bond Fund	3,886	-	3,886
2015 G.O. Bond Fund	12,444	-	12,444
2017 G.O. Bond Fund	72,338	-	72,338
2018A G.O. Bond Fund	52,547	-	52,547
2018B G.O. Bond Fund	46,204	-	46,204
2018C G.O. Bond Fund	152,711	(77,325)	75,386
2019A G.O. Bond Fund	657,231	(8,979)	648,252
2019B G.O. Bond Fund	397,717	-	397,717
2021A G.O. Bond Fund	1,079,080	-	1,079,080
2022A G.O. Bond Fund	9,370,025	(113)	9,369,912
Proprietary Funds:			
Adams Golf Course Operating Fund	56,999	8,555	65,554
Sooner Pool Operating Fund	23,650	(23,150)	500
Frontier Pool Operating Fund	14,708	(14,208)	500
Municipal Airport Operating	246,207	(19,885)	226,322
Internal Service Funds:			
Worker's Compensation Fund	248,341	(997)	247,344
Health Insurance Fund	291,251	60,041	351,292
Auto Collision Insurance Fund	477,623	(16,268)	461,355
Stabilization Reserve Fund	10,211,008	574,227	10,785,235
Capital Improvement Reserve Fund	12,762,925	1,436,549	14,199,474
Mausoleum Trust Fund	7,813	-	7,813



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

Receipt of Interim Financials for the five months ending November 30, 2022.

Attachments:

Interim Financials for November 30, 2022

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for November 2022; 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 November 30, 2022.



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

For The Five Months Ended November 30, 2022

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Loren Roszel

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager
Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

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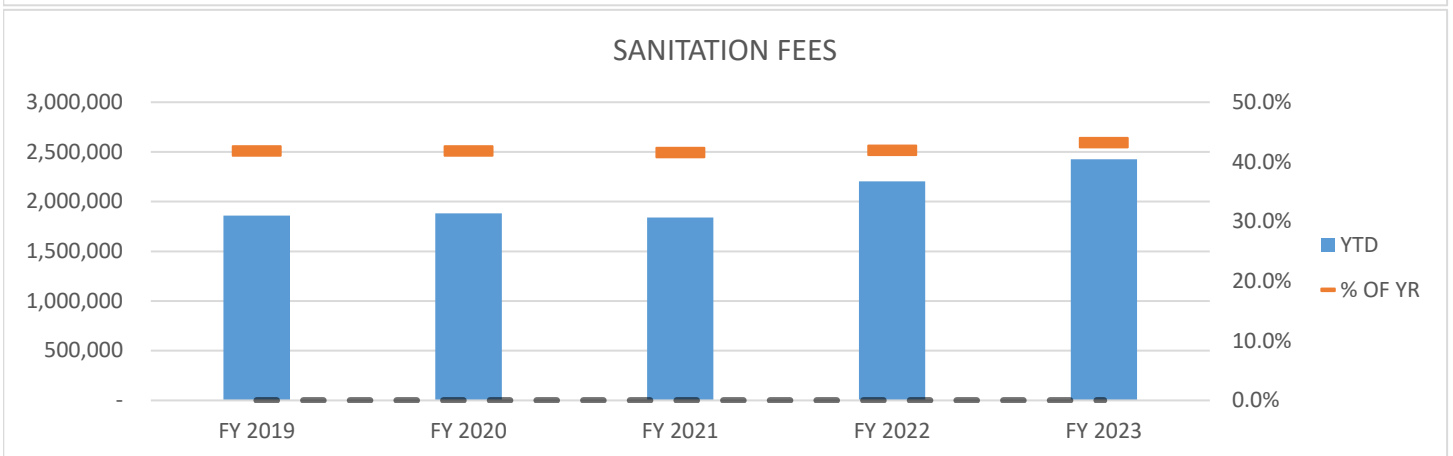
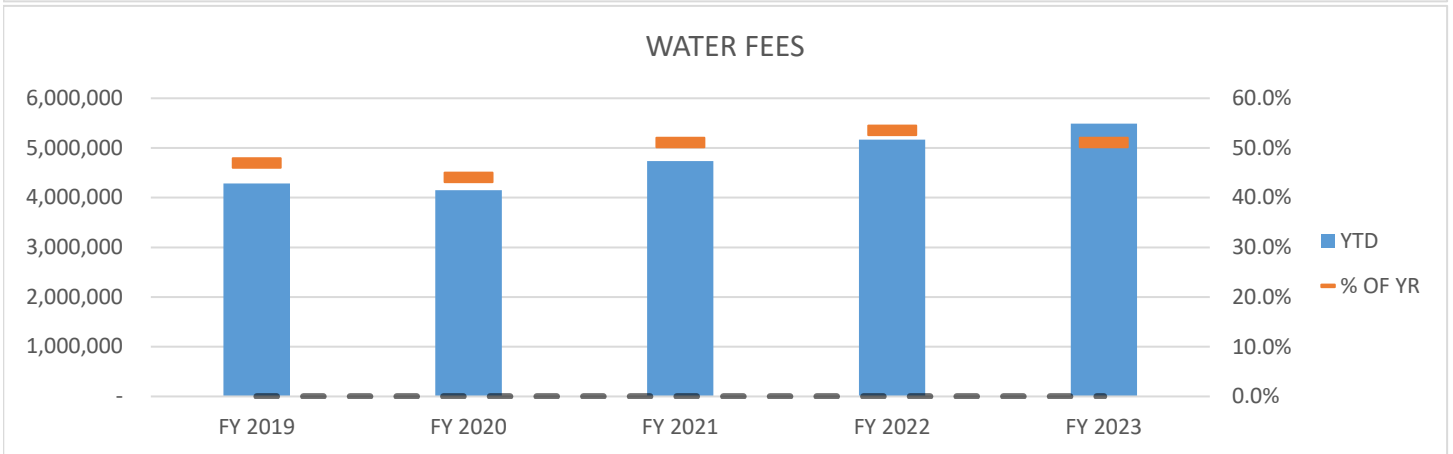
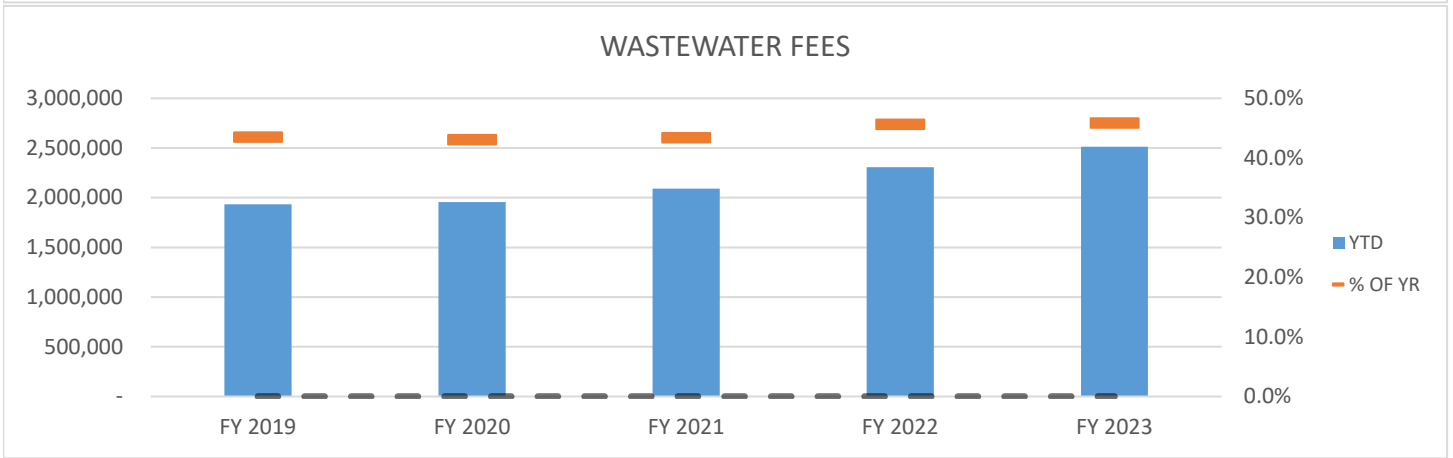
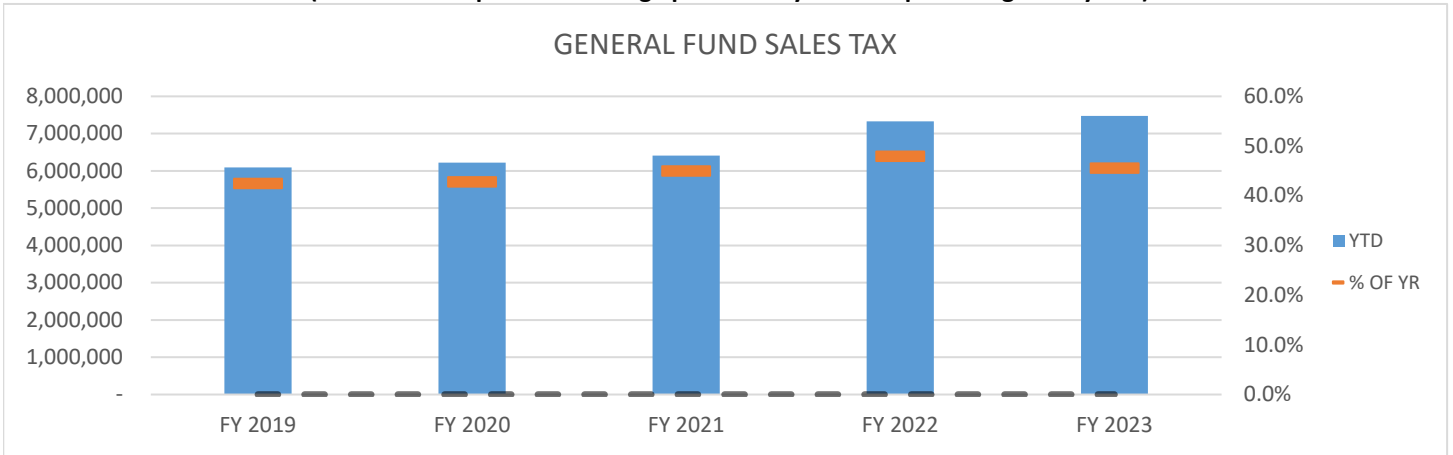
EXPENDITURE BUDGET STATUS

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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

42% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 16,407,122	\$ 6,836,301	\$ 7,476,939	\$ -	\$ 7,476,939	45.6%	\$ 7,326,827	46.3%
Gross Receipt Tax	1,851,300	771,375	648,132	-	648,132	35.0%	582,652	47.0%
Licenses and Permits	266,700	111,125	169,499	-	169,499	63.6%	193,076	84.9%
Intergovernmental	739,100	307,958	332,747	-	332,747	45.0%	3,437,205	98.7%
Charges for Services	521,300	217,208	248,377	-	248,377	47.6%	268,449	52.9%
Court Costs	139,800	58,250	84,808	-	84,808	60.7%	64,023	50.6%
Police/Traffic Fines	525,000	218,750	175,370	-	175,370	33.4%	183,006	35.7%
Parking Fines	54,800	22,833	20,960	-	20,960	38.2%	20,170	32.2%
Other Fines	67,000	27,917	30,678	-	30,678	45.8%	30,142	45.7%
Investment Income	100,000	41,667	41,667	-	41,667	41.7%	41,667	25.0%
Miscellaneous Income	396,400	165,167	162,534	-	162,534	41.0%	408,227	65.7%
Transfers In	9,170,941	3,821,225	3,821,233	-	3,821,233	41.7%	2,156,916	44.3%
Total	<u>\$ 30,239,463</u>	<u>\$ 12,599,776</u>	<u>\$ 13,212,943</u>	<u>\$ -</u>	<u>\$ 13,212,943</u>	43.7%	<u>\$ 14,712,359</u>	53.1%
Expenditures:								
General Government	\$ 8,138,777	\$ 3,391,157	\$ 3,320,881	\$ 246,302	\$ 3,567,183	43.8%	\$ 3,325,253	46.8%
Public Safety	15,764,748	6,568,645	6,197,620	168,196	6,365,816	40.4%	6,011,983	49.9%
Street	1,843,488	768,120	786,591	(28,722)	757,869	41.1%	656,794	43.8%
Culture and Recreation	3,494,816	1,456,173	1,321,835	37,117	1,358,952	38.9%	1,277,172	46.2%
Transfers Out	4,011,107	1,671,295	1,671,322	-	1,671,322	41.7%	1,391,079	47.2%
Reserves	910,925	379,552	-	-	-	0.0%	-	N.A.
Total	<u>\$ 34,163,861</u>	<u>\$ 14,234,942</u>	<u>\$ 13,298,249</u>	<u>\$ 422,893</u>	<u>\$ 13,721,142</u>	40.2%	<u>\$ 12,662,281</u>	48.0%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 4,261,660					
Net Revenue (Expense)			<u>(85,305)</u>					
Ending Fund Balance			<u>\$ 4,176,355</u>					

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

42% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 5,499,094	\$ 2,291,289	\$ 2,519,254	\$ -	\$ 2,519,254	45.8%	\$ 2,311,691	46.4%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	45,000,000	18,750,000	-	-	-	0.0%	-	N.A.
Miscellaneous	30,800	12,833	517	-	517	1.7%	8,134	40.0%
Total	\$ 50,529,894	\$ 21,054,122	\$ 2,519,771	\$ -	\$ 2,519,771	5.0%	\$ 2,319,825	46.3%
Expenditures:								
Wastewater Plant	\$ 2,704,296	\$ 1,126,790	\$ 1,126,943	\$ 1,544,525	\$ 2,671,468	98.8%	\$ 2,390,334	97.1%
Wastewater Maint	902,048	375,853	266,661	1,507	268,168	29.7%	321,265	49.2%
BMA Expenses	28,400	11,833	13,954	-	13,954	49.1%	-	N.A.
Transfers Out	1,647,574	686,489	684,414	-	684,414	41.5%	635,843	44.2%
Reserves	83,049	34,604	-	-	-	0.0%	-	N.A.
Total	\$ 5,365,367	\$ 2,235,569	\$ 2,091,972	\$ 1,546,032	\$ 3,638,004	67.8%	\$ 3,347,442	73.5%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 1,859,443					
Net Revenue (Expense)			427,799					
Ending Fund Balance			\$ 2,287,242					

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

42% of Year Lapsed

	2022-23 Fiscal Year					% of Budget	2021-22 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,339,739	\$ 4,724,891	\$ 5,754,426	\$ -	\$ 5,754,426	50.7%	\$ 5,409,725	51.5%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	7,500,000	3,125,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	1,930	-	1,930	N.A.	2,919	289.0%
Total	<u>\$ 18,839,739</u>	<u>\$ 7,849,891</u>	<u>\$ 5,756,356</u>	<u>\$ -</u>	<u>\$ 5,756,356</u>	30.6%	<u>\$ 5,412,644</u>	51.5%
Expenditures:								
Water Plant	\$ 3,379,179	\$ 1,407,991	\$ 1,705,303	\$ 120,459	\$ 1,825,762	54.0%	\$ 1,261,884	45.4%
Water Administration	385,958	160,816	149,823	10,674	160,497	41.6%	170,667	50.5%
Water Distribution	2,088,999	870,416	684,712	88,235	772,947	37.0%	669,205	49.6%
BMA Expenses	10,447,970	4,353,321	2,559,877	(2,540,541)	19,336	0.2%	1,471,014	49.3%
Transfers Out	2,569,382	1,070,576	1,070,584	-	1,070,584	41.7%	991,898	44.3%
Reserves	174,039	72,516	-	-	-	0.0%	-	N.A.
Total	<u>\$ 19,045,527</u>	<u>\$ 7,935,636</u>	<u>\$ 6,170,299</u>	<u>\$ (2,321,173)</u>	<u>\$ 3,849,126</u>	20.2%	<u>\$ 4,564,668</u>	47.1%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 9,871,860					
Net Revenue (Expense)			<u>(413,943)</u>					
Ending Fund Balance			<u>\$ 9,457,917</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

42% of Year Lapsed

	<u>2022-23 Fiscal Year</u>					% of Budget	<u>2021-22 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 5,614,957	\$ 2,339,565	\$ 2,386,254	\$ -	\$ 2,386,254	42.5%	\$ 2,169,649	49.4%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	181,103	45,669	62,895	-	62,895	34.7%	55,571	39.8%
Transfers In	-	-	-	-	-	N.A.	-	0.0%
Total	\$ 5,796,060	\$ 2,385,234	\$ 2,449,149	\$ -	\$ 2,449,149	42.3%	\$ 2,225,220	48.8%
Expenditures:								
Sanitation	\$ 3,449,968	\$ 1,437,487	\$ 1,307,197	\$ 52,357	\$ 1,359,554	39.4%	\$ 1,274,891	43.4%
Transfers Out	2,647,446	1,103,103	1,103,106	-	1,103,106	41.7%	941,332	53.5%
Reserves	118,724	49,468	-	-	-	0.0%	-	N.A.
Total	\$ 6,216,138	\$ 2,590,058	\$ 2,410,303	\$ 52,357	\$ 2,462,660	39.6%	\$ 2,216,223	47.1%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 271,101					
Net Revenue (Expense)			<u>38,846</u>					
Ending Fund Balance			<u>\$ 309,947</u>					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

42% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,830,242	835,146	46%
E-911 Fund	1,207,233	499,103	41%
Special Library Fund	88,000	34,174	39%
Special Museum Fund	-	32,176	N/A
Municipal Airport Fund	-	8,370	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	106,006	16,196	15%
Golf Course Memorial Fund	-	1,350	N/A
CDBG-COVID	-	49,695	N/A
ARPA	3,186,219	3,186,294	100%
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	-	N/A
Cemetery Care Fund	3,000	1,487	50%
Debt Service Fund	4,156,550	63,257	2%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,095,683	1,450,909	47%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	24,850	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	11,400	47,880	420%
Storm Drainage Capital Improvement Fund	-	1,049	N/A
Community Development Block Grant Fund	196,000	-	0%
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
Proprietary Funds:			
Adams Golf Course Operating Fund	543,441	239,134	44%
Sooner Pool Operating Fund	49,871	26,000	52%
Frontier Pool Operating Fund	60,921	33,000	54%
Municipal Airport Operating	391,174	231,404	59%
Internal Service Funds:			
Worker's Compensation Fund	100,287	47,276	47%
Health Insurance Fund	3,781,152	1,666,684	44%
Auto Collision Insurance Fund	75,000	31,257	42%
Stabilization Reserve Fund	1,722,643	717,779	42%
Capital Improvement Reserve Fund	7,296,227	3,380,007	46%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

42% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	4,536,236	1,080,430	24%
E-911 Fund	1,228,358	493,831	40%
Special Library Fund	226,500	42,558	19%
Special Museum Fund	41,500	12,945	31%
Municipal Airport Fund	241,443	69,938	29%
Harshfield Library Donation Fund	451,492	30,687	7%
Restricted Revenue Fund	346,646	10,057	3%
Golf Course Memorial Fund	34,307	24,578	72%
CDBG-COVID	-	-	N/A
ARPA	3,609,713	1,504,050	42%
Justice Assistance Grant Fund	7,619	-	0%
Neighborhood Park Fund	27,653	-	0%
Cemetery Care Fund	12,147	1,334	11%
Debt Service Fund	4,156,550	1,944,501	47%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	4,494,810	1,567,676	35%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	97,435	83,154	85%
Wastewater Regulatory Capital Fund	784,684	-	0%
City Hall Capital Improvement Fund	75,594	1,804	2%
Storm Drainage Capital Improvement Fund	51,963	-	0%
Community Development Block Grant Fund	196,000	32,333	16%
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	2,636	-	0%
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	32,031	-	0%
2018C G.O. Bond Fund	317,014	67,014	21%
2019A G.O. Bond Fund	669,535	319,699	48%
2019B G.O. Bond Fund	385,860	-	0%
2021A G.O. Bond Fund	2,109,080	43,716	2%
2022 G.O. Bond Fund	9,345,050	443,966	5%
Proprietary Funds:			
Adams Golf Course Operating Fund	628,362	296,612	47%
Sooner Pool Operating Fund	51,041	28,455	56%
Frontier Pool Operating Fund	64,020	29,845	47%
Municipal Airport Operating	622,990	273,261	44%
Internal Service Funds:			
Worker's Compensation Fund	430,000	64,307	15%
Health Insurance Fund	4,155,209	1,790,262	43%
Auto Collision Insurance Fund	443,559	14,374	3%
Stabilization Reserve Fund	10,211,008	-	0%
Capital Improvement Reserve Fund	7,736,297	1,755,552	23%
Mausoleum Trust Fund	8,185	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

42% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	2,976,150	279,716	3,255,866
E-911 Fund	42,136	6,923	49,059
Special Library Fund	300,317	(20,931)	279,386
Special Museum Fund	129,805	19,231	149,036
Municipal Airport Fund	258,862	(1,068)	257,794
Harshfield Library Donation Fund	611,905	(158,400)	453,505
Restricted Revenue Fund	371,829	8,072	379,901
Golf Course Memorial Fund	31,449	(20,282)	11,167
CDBG-COVID	-	49,695	49,695
ARPA	2,186,371	1,682,244	3,868,615
Justice Assistance Grant Fund	7,619	-	7,619
Neighborhood Park Fund	27,722	-	27,722
Cemetery Care Fund	8,234	153	8,387
Debt Service Fund	3,383,622	(1,881,244)	1,502,378
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,179,987	(71,593)	3,108,394
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	125,314	24,850	150,164
Wastewater Regulatory Capital Fund	805,587	-	805,587
City Hall Capital Improvement Fund	74,009	46,311	120,320
Storm Drainage Capital Improvement Fund	52,981	1,049	54,030
Community Development Block Grant Fund	140,432	-	140,432
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	22,372	(22,372)	-
2014 G.O. Bond Fund	7,686	-	7,686
2014B G.O. Bond Fund	3,886	-	3,886
2015 G.O. Bond Fund	12,444	-	12,444
2017 G.O. Bond Fund	72,338	-	72,338
2018A G.O. Bond Fund	52,547	-	52,547
2018B G.O. Bond Fund	46,204	-	46,204
2018C G.O. Bond Fund	152,711	(79,048)	73,663
2019A G.O. Bond Fund	657,231	(8,979)	648,252
2019B G.O. Bond Fund	397,717	-	397,717
2021A G.O. Bond Fund	1,079,080	(975)	1,078,105
2022A G.O. Bond Fund	9,370,025	(35,590)	9,334,435
Proprietary Funds:			
Adams Golf Course Operating Fund	56,999	(1,091)	55,908
Sooner Pool Operating Fund	23,650	(23,303)	347
Frontier Pool Operating Fund	14,708	(14,589)	119
Municipal Airport Operating	246,207	(20,732)	225,475
Internal Service Funds:			
Worker's Compensation Fund	248,341	(4,061)	244,280
Health Insurance Fund	291,251	(31,060)	260,191
Auto Collision Insurance Fund	477,623	(10,019)	467,604
Stabilization Reserve Fund	10,211,008	717,779	10,928,787
Capital Improvement Reserve Fund	12,762,925	1,882,121	14,645,046
Mausoleum Trust Fund	7,813	-	7,813



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

CASE NO. PC-22-03-TA: A public hearing to consider and take action on proposed text amendments to the Zoning Regulations for the City of Bartlesville. The proposed revisions shall include modifications to the General Development Standards Soil Erosion and Sediment Control Regulations (Section 7.4.9).

Attachments:

- Ordinance, with **Exhibit A** showing proposed changes from existing zoning regulations

II. STAFF COMMENTS AND ANALYSIS

This is a request by City Staff for a text amendment to the Zoning Regulations and the General Development Standards in Section 7.4, specifically, the Soil Erosion and Sediment Control regulations in Section 7.4.9. The Oklahoma Department of Environmental Quality (ODEQ) conducts a routine audit of municipalities' stormwater pollution prevention plans and programs every 10 years, to ensure that municipalities are complying with the Oklahoma Pollution Discharge Elimination System (OPDES) regulatory program.

ODEQ reviewed our zoning regulations during its routine audit in 2020 and requested amendment of the Soil Erosion and regulations to update them to the state's current standards. Attached is a draft ordinance with an **Exhibit A** showing the proposed changes to the zoning regulations.

III. RECOMMENDED ACTION

The Bartlesville City Planning Commission held a public hearing on this proposed zoning text amendment on Tuesday, December 13, 2022, and unanimously recommended approval of this text amendment.

Please place this proposed zoning text amendment on the City Council agenda for Tuesday, January 3, 2023 for a public hearing and for City Council to consider and take action.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 7.4.9 OF THE ZONING REGULATIONS FOR THE BARTLESVILLE CITY PLANNING AREA, PERTAINING TO THE GENERAL DEVELOPMENT STANDARDS, SOIL EROSION AND SEDIMENT CONTROL.

WHEREAS, the Bartlesville City Planning Commission (CPC) held a public hearing on December 13, 2022, to consider proposed amendments to the Zoning Regulations of the Bartlesville-Washington County Metropolitan Planning Area; and

WHEREAS, the City Council reviewed the Planning Commission's recommendation and, after conducting a second public hearing on January 3, 2023, concluded the proposed amendments to be appropriate.

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

Section 1. That Section 7.4.9, Soil Erosion and Sediment Control, of the Zoning Regulations of the Bartlesville City Planning Area (aka: Appendix A, Sec 7.4.10, Soil Erosion and Sediment Control, of the Bartlesville City Municipal Code) is hereby amended as shown on the annotated copy attached hereto as Exhibit A.

PASSED by the City Council and APPROVED by the Mayor of the City of Bartlesville, Oklahoma this 3rd day of January, 2023.

Dale Copeland, Mayor

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

ATTEST:

Jason Muninger, City Clerk
(SEAL)

VOTE:

7.4.9 *Soil Erosion and Sediment Control* ~~Soil erosion and sediment control related measures are required for any regulated land disturbance activity, in accordance with the standards of this Section. All temporary measures and permanent erosion control and sediment control shall be maintained continuously in an effective working condition.~~

Soil erosion and sediment control-related measures are required during any construction activities causing land disturbance. Persons conducting any land disturbing construction activity must provide, implement, and maintain adequate structural and/or nonstructural Best Management Practices (BMPs) to control erosion and prevent the discharge of pollutants to the area waterways and municipal stormwater drainage system. All temporary construction site stormwater runoff control BMPs and post-construction stormwater runoff BMPs shall comply with the current City of Bartlesville Construction Standards and all ODEQ stormwater discharge requirements.

Additionally, any project with construction activities resulting in a total land disturbance of greater than or equal to one (1) acre or a disturbance of less than one (1) acre if the construction site is part of a larger common plan of development or sale that totals at least one (1) acre, must obtain a Stormwater General Permit for Construction Activities within the State of Oklahoma (OKR10) through the state of Oklahoma's Department of Environmental Quality (ODEQ). The required 'Sediment and Erosion Control Plan' and 'Stormwater Pollution Prevention Plan (SWP3)' must both be prepared following permit requirements and submitted to the City, as part of the construction plans submittal for review. Both the plans must comply with good engineering practices and meet all provisions of the OKR10 permit and follow City Stormwater Design Requirements. Proof of authorized state permit may be required in a form acceptable to the Environmental Administrator prior to the allowing of any construction activities to begin.

A. *General*

1. Soil disturbance shall be conducted in such a manner as to minimize erosion. Soil stabilization shall consider the time of year, site conditions, and the use of temporary and permanent measures.
2. Properties and channels located downstream from development sites shall be protected from erosion and sedimentation. At points where concentrated flow leaves a site, stable downstream facilities are required.
3. Soil erosion and sediment control features shall be constructed prior to the commencement of upland disturbance.
4. If de-watering devices are used, adjacent properties shall be protected. Discharges shall enter an effective sediment and erosion control measure.
5. For detached single-family residential development occurring one lot at a time, alternatives to the standards of this Section may be approved by the City Engineer.

B. *Soil Stabilization*

1. Temporary soil stabilization ~~shall be applied to disturbed areas within 14 days of the end of soil disturbance to all areas that will not be final graded and stabilized within 45 days.~~ **must be initiated immediately on any disturbed areas where construction activities have permanently ceased on any portion of the site or will be temporarily inactive for 14 or more calendar days on any portion of the site. In the context of this provision, "immediately" means as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased.**
2. Permanent stabilization shall be ~~done within 14 days~~ **completed as soon as practicable, but no later than 14 calendar days after stabilization measures have been initiated, or 7 calendar days if discharging to an impaired water, or ORW, or ARC as defined and required in ODEQ's OKR10 Permit.** Permanent soil stabilization measures shall be applied to channels (including bed and banks) within 14 days of the end of primary disturbance of the channel.
3. Permanent or temporary vegetation shall not be considered established until sufficient ground cover is mature enough to control erosion.
4. Earthen embankments shall be constructed with side slopes with a vertical to horizontal ratio no steeper than 1:3.

(END OF REVISIONS - REMAINDER OF SECTION 7.4.9 WILL REMAIN UNCHANGED)

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discussion to update the Council on events related to the regulation of adult entertainment in public spaces with possible action by Council to give direction to City Staff.

Attachments:

City Attorney's Legal Brief
City Manager's Memo to the Park Board

II. STAFF COMMENTS AND ANALYSIS

Over the past several months, the City Council has been involved in discussions relating to the regulation of adult entertainment in our public spaces. The discussion about this issue began with a drag show at a Pride Event in September 2022. However, I'll start this recap with the Council meeting and petition in October 2022.

Petition:

On October 3, 2022, the City of Bartlesville was presented with a petition from change.org with over 2,000 signatures that contained the following language.

Title: "Prohibit adult-oriented entertainment in a public space"

Description: "Recently, several adult entertainment performers 'danced' in the presence of minors in a public park. At this event, performers removed articles of clothing to the cheering of the crowd, danced provocatively by strutting through the audience and grinding next to viewers, and accepted cash from members in the audience, mostly children, while on stage and while in the audience. We agree that exposing children to sexually charged entertainment normally performed in a bar or strip club does not belong in a public space. We ask the Bartlesville City Council to address this situation with all the means at their disposal to ensure that this never happens in Bartlesville again."

Also provided with the petition, was a copy of petition spokesperson Shannon King's, remarks to the Council. These stated:

“Good evening Mayor Copeland, City Council members, and staff. Thank you for the opportunity of speaking to you tonight. Recently, several adult entertainment performers ‘danced’ in the presence of minors in a public park. This event was advertised as a family-friendly event, but the performers' acts, which are typically seen in a bar or 21+ club, included removing clothing, dancing provocatively, and accepting cash tips from the audience, including children. So what is the standard for family-friendly entertainment in our public spaces? Is there a standard? Are there any contracts or permits that outline how our public spaces can be used?

“I've heard arguments that since the performance was accepted by those in attendance, then it's permissible; if you don't like it, then don't go; since everyone in attendance was peaceful, then there really isn't anything the city can do - but is this truly our standard for public areas in Bartlesville? Using this reasoning, any conduct would be considered family-friendly and permissible as long as the group in attendance thinks it's okay. This is no standard at all, and not what I want for our community. We have rights in this country, and I do not deny anyone the right to live how they choose, but we should be able to agree that exposing children to sexually charged entertainment normally performed in a bar or strip club does not belong in a public space. And I have a petition with 2,000 signatures from concerned Bartlesville residents who do agree that this was inappropriate for a public park.

“City Council members, I ask you to determine if this activity violated any state laws, city ordinances, or city contracts for use of public areas and if so, to take appropriate action. If no laws or ordinances were broken, and no current contracts violated, then I ask you to study this issue and consider a new city ordinance to prohibit adult-oriented activity from happening in our public areas again. Thank you.”

While the Pride Event drag show was not mentioned specifically, it is understood by everyone involved that this drag show was the event that was mentioned in both Mrs. King's petition and her remarks. In addition to the petition and Mrs. King's remarks, individuals on both sides of this issue have provided public comment to the Council.

Those speaking against the petition have questioned the accuracy of the description of the event and discussed the rights due all citizens under our Constitution. Those supporting the petition have given various reasons why drag shows should be regulated ranging from biblical scripture to concern for the sexualization and/or grooming of minor children. Due to the wide variation in opinions about the drag show's content and intent, I provided the City Council with all of the video I was able to obtain of the event. In this way, the Council members were able to view the show in an unfiltered manner and formulate their own opinions.

In order to maintain a focus for the Council's deliberations, the request submitted by Mrs. King has been used to form the basis of the Council's and Staff's discussions about adult entertainment regulations in public spaces. Mrs. King's request was also the subject and focus of the City Attorney's legal brief that was presented to the Council at our November meeting.

City Attorney's Legal Brief:

On November 7, 2022, the City Attorney presented the attached legal brief about regulating adult entertainment in public spaces. While the entire legal brief is attached for Council's review, this current memo will focus only on the City Attorney's succinct conclusion. The implications of the City Attorney's conclusion will be discussed in greater detail later in this memo. According to Mr. Kane:

“The City of Bartlesville may, under its inherent police power, enact reasonable restrictions upon adult entertainment so long as those restrictions are (1) content neutral, (2) narrowly tailored to serve a significant government interest, and (3) leave open ample alternative channels for alternative communication. City ordinances and state statutes regulating this area are already on the books. The City may also restrict adult entertainment which is deemed obscene. Those restrictions, and any new restrictions enacted by the Bartlesville City Council will be evaluated using the Miller test based on prevailing Community Standards in Bartlesville as determined by a judge or jury based on the evidence presented to them at trial.”

Related Board and Committee Recommendations:

In addition to the presentation of the City Attorney's legal brief, the City Council also requested that the Park Board and Tower Center Management Committee (TCMC)/Bartlesville Community Center Trust Authority (BCCTA) make recommendations to the Council as to whether they believe that additional regulations related to adult entertainment are necessary in our parks and at the Tower Center. To that end, I presented the attached memo to the Park Board, and asked for their recommendation. The same format was used by the TCMC/BCCTA for their discussion.

Neither the Park Board nor the TCMC/ BCCTA supported the adoption of any regulations related to adult entertainment in public spaces by the Council. The discussions ranged from civil rights to discrimination to limited government and beyond. Ultimately, it seems that both groups feel that there are sufficient safeguards and laws in place to protect the public from being unwittingly exposed to adult entertainment in our parks and public spaces.

Possibilities for Regulation of Adult Entertainment in Public Spaces:

All of this information has been gathered for the purpose of informing the Council's discussion about this topic, and it has led us to tonight's discussion. The City Attorney's conclusion, described above, offers the Council two paths forward if Council chooses to regulate adult entertainment in public spaces. Both broad categories of regulation have unique limitations and risks.

1. The Council may elect to regulate performances in public spaces as it applies to reasonable time, place, and manner restrictions so long as the regulations are content neutral. The last part of that requirement is the most important, since content neutral regulations will affect all performances in public spaces. These types of regulations, by definition, cannot specifically target adult entertainment or drag shows, so all events including plays, concerts, school events, birthday parties, etc., that occur in public spaces will have to abide by this type of regulation.

AND / OR

2. The Council may elect to regulate performances in public spaces that are deemed obscene. These regulations are complicated because they may be subject to court review based on the 1st Amendment of the United States Constitution. Any court review will likely be based on the Miller test, which our City Attorney describes in detail in the attached brief. Obscenity regulations carry legal risks that content neutral regulations do not, and these risks should be fully considered before adopting any obscenity ordinance. These regulations could be tailored to address specific types of events including adult entertainment or drag shows, but as noted above, can be considered discriminatory by the courts.

The Council, under the authority of our Charter and other laws, may enact regulations under either or both of these scenarios, but as described above, either path may result in unintended consequences and/or complicated legal challenges.

Other Council Options:

The Council does have other options. Legally, the Council can elect to do nothing. The petition is not an official petition carrying the weight of law, so no action is required of the Council. There are existing laws that are intended to protect children from sexual crimes, and the police will enforce these laws regardless of how the Council proceeds. However, given the intense, public, local debate surrounding these issues, there is some risk that tensions between the groups may escalate. There have already been threats of violence against individuals and businesses.

Council could pass a resolution requesting that the State legislature to take up this matter. Given the intense debate on this issue, it is likely that the legislature is already aware of what is transpiring. The State of Oklahoma is certainly in a better position with more resources than the City of Bartlesville to study and address this subject.

One other option that was explored was to negotiate an agreement between the parties. To that end, City Staff attempted to act as unofficial mediators between the parties. We met separately with a representative from the petitioners and representatives from OKEQ Bartlesville. OKEQ's representatives were able to speak on behalf of OKEQ Bartlesville, since they are members of that organization's board.

However, it was always understood that it was not possible for the representative of the petitioners to represent the entire group, since they are not a formal organization. Meetings with this representative were conducted with this understanding, and as such, this representative was only able to act as an advisor. Any discussion of agreement or disagreement attributed to the petitioners should be viewed with this understanding.

In addition to the meetings between Staff and these representatives, I also attended a meeting between Vice Mayor Curd and OKEQ's representatives where OKEQ's concessions and the Vice Mayor's requests were discussed in greater detail.

Initially there was great progress in these discussions and OKEQ offered concessions relating to the drag show that covered most of the concerns expressed about the show including: restricting unaccompanied minors from attending, timing of the show, not advertising it as family friendly, what performers would wear, restricting performances to the stage, prohibiting the crowd from being on stage, prohibiting the simulation of strip teases, and other issues.

The only concession that was requested from OKEQ Bartlesville which was not accepted by them was a request to move the drag show inside of the Community Center. This particular issue was discussed in both City Staff's meetings with OKEQ and Vice Mayor Curd's meeting with OKEQ.

In spite of early successes negotiating compromises with the petitioners' representative, this representative ultimately did not believe that they had the authority to agree to any terms and withdrew approval for the agreement. In light of the petitioners' withdrawal from discussions, OKEQ's representatives expressed concern about the reliability of any agreement that they might strike.

As such, they returned to their board for a final discussion and decision on this matter. Below is their official response:

“At this point in our discussion, we have voted as a board that we will not move the drag portion of our show inside the community center. It would be discriminatory to insist that only our group move our performances inside while others are free to use the public space as they deem necessary.

“Further, based on the deterioration of our negotiations, we are withdrawing all previously volunteered concessions and are additionally withdrawing from further negotiations. Oklahomans for Equality-Bartlesville will also not consider signing any official contract to use the Tower Center space other than the standard rental agreement all renters of the space sign with the Community Center.”

It is unfortunate that this option is no longer available to Council, but it is apparent, at least at this time, that both the petitioners and OKEQ Bartlesville have removed the possibility of negotiations as a means to settle this matter.

Council Decision:

The City Council has now been presented with a detailed legal brief by the City Attorney advising the Council of their authority to regulate adult entertainment in public spaces and the risks of these regulations. The Park Board and TCMC/BCCTA have both considered the Council’s request and did not support regulating adult entertainment in public spaces. Council has also been advised that negotiations appear to be unlikely to resolve this matter at this time.

Council will soon have to decide if it will address this issue and if so, how it will proceed. If Council wishes to consider some action at our February 6, 2023 meeting, then Staff is requesting that Council provide direction to Staff at our January 3, 2023 meeting.

Please schedule this item for discussion at our next Council meeting.

III. RECOMMENDED ACTION

No official action is being requested, but Staff is requesting direction if Council would like to consider some action at our February 6, 2023 meeting.

Jess M. Kane
CITY ATTORNEY
P.O. BOX 1066
BARTLESVILLE, OKLAHOMA 74005
Tel: (918) 336-4132
Email: jkane@robinettking.com

M E M O R A N D U M

DATE: November 4, 2022
TO: Bartlesville City Council
FROM: Jess M. Kane
RE: Municipal Regulation of Adult Entertainment

I. Introduction.

Tower Center at Unity Square (hereinafter "Unity Square") is a public park owned by the City of Bartlesville, Oklahoma (hereinafter the "City"). Since its completion in July of 2020, Unity Square has been operated by the Bartlesville Community Center Trust Authority (hereinafter the "BCCTA") pursuant to a Memorandum of Understanding dated May 22, 2018¹ and a Lease and Operating Agreement dated April 1, 2019.²

On September 10, 2022, Oklahomans for Equality (hereinafter "OKEQ") hosted their annual "Bartlesville Pride" event at Unity Square pursuant to a Green Space Rental & Agreement dated September 6, 2022 (the "Rental Agreement").³ The September 10, 2022 "Bartlesville Pride" event was advertised widely by OKEQ as "family friendly" and the event was attended by a number of families including minor children.⁴ The September 10, 2022 "Bartlesville Pride" event included a drag queen show.⁵ The September 10, 2022 event was the source

¹ The Memorandum of Understanding dated May 22, 2018 is attached hereto as Exhibit 1.

² The Lease and Operating Agreement dated April 1, 2019 is attached hereto as Exhibit 2.

³ The Green Space Rental & Agreement is attached hereto as Exhibit 3.

⁴ The author did not attend the event, and is reporting based on his investigation of the event including interviews of various attendees and review of footage and media coverage.

⁵ In the course of the author's investigation, OKEQ representative Morgan Lawrence-Hayes advised the City that the September 10, 2022 "Bartlesville Pride" event was the second consecutive year that the event had featured drag queens.

of significant controversy, including an organized protest, and was attended by numerous concerned citizens who believe that the drag queen show included sexualized content which was inappropriate for minor children. Following the event, local resident, Shannon King, initiated a petition on change.org which received over 2,000 signatures (hereinafter the "Petition"). The Petition asks the City to "[p]rohibit adult oriented entertainment in public spaces." The Petition was presented to the Bartlesville City Council by Mrs. King at its October 3, 2022 regular meeting along with public comment from numerous residents both for and against the Petition.⁶

II. Issue.

In her public comments on October 3, 2022, Mrs. King stated the issue as follows:

I ask you to determine if this activity violated any state laws, city ordinances, or city contracts for use of public areas and if so, to take appropriate action. If no laws or ordinances were broken, and no current contracts violated, then I ask you to study this issue and consider new city ordinances to prohibit adult-oriented activity from happening in public areas again.⁷

Based on Mrs. King's statement of the issues raised by her Petition, and the author's understanding of the task assigned to him by the City Council, this memorandum will address the following issues:

- A. What sexual activity is prohibited by state and local statutes and ordinances?**
- B. What contractual standards are applicable to adult oriented programming in Unity Square?**
- C. What actions can and cannot be taken by the City Council to prohibit adult oriented entertainment in public spaces?**

This Memorandum is being provided as legal advice to the Bartlesville City Council and is intended to be relied upon by them only. It is not the purpose of this Memorandum, nor the role of the City Attorney, to express his own policy preference or to make any policy recommendations.

⁶ The Petition, together with Mrs. King's public comments are attached hereto as Exhibit 4.

⁷ See Exhibit 4, Pg. 2.

III. Discussion.

A. What sexual activity is prohibited by state statutes and local ordinances?

1. Municipal Criminal Ordinance.

The City's existing ordinances prohibit certain sexual activity in public. Those ordinances are as follows.

Bartlesville Municipal Code § 12-64 defines "Lewd" as "licentious, lecherous, dissolute, debauched, impure, salacious or pornographic." Section 12-64 prohibits indecent exposure as follows:

Every person who willfully either lewdly exposes his person, or private parts thereof, in any public place, or in any place where there are present other person to be offended or annoyed thereby, or procures, counsels, or assists any person to lewdly expose himself to public view, or to the view of any number of person such as is offensive to decency, or is adapted to excite vicious or lewd thoughts or acts, shall be guilty of an offense against the City of Bartlesville, Oklahoma. *Id.*

Bartlesville Municipal Code § 12-65 goes on to prohibit lewd conduct as follows:

Every Person who conducts himself in a lewd manner, or in any manner suggestive of lewdness, shall be guilty of an offense against the City of Bartlesville.

The City's prohibition on disturbance of the Peace is found in Bartlesville Municipal Code §§ 12-91 through 12-94. Section 12-94(a) provides, in pertinent part, that: "[i]t is unlawful for any person to willfully or maliciously disturb, either by day or night, the peace and quiet of the city, family or person by... obscene or profane language, whether addressed to the parties so disturbed or so some other person.

The City has specifically adopted state law relating to misdemeanors. Bartlesville Municipal Code § 12-191 provides: "[t]he City of Bartlesville hereby adopts all misdemeanor offenses now contained or hereafter contained in Title 21 of Oklahoma Statutes. The City has no jurisdiction over felony offenses, which must be prosecuted by State, Tribal or Federal prosecutors with jurisdiction over crimes committed in Washington County. To the knowledge of the author, no

citations were issued by the Bartlesville Police Department or other law enforcement agencies, and no charges have been filed in the Bartlesville Municipal Court for violation of these or other ordinances stemming from actions which took place in Unity Square on September 10, 2022.

2. State Criminal Statutes.

Likewise, existing State statutes already prohibit certain sexual activities in public. Those statutes are as follows.

Title 21, Section 22 of the Oklahoma Statutes provides:

Every person who willfully and wrongfully commits any act which grossly injures the person or property of another, or which grossly disturbs the public peace or health, or which openly outrages public decency, including but not limited to urination in a public place, and is injurious to public morals, although no punishment is expressly prescribed therefor by this code, is guilty of a misdemeanor. *Id.*

Title 21, Section 1021(A) of the Oklahoma Statutes prohibits Indecent exposure in pertinent part as follows:

Every person who willfully and knowingly either:

1. Lewdly exposes his or her person or genitals in a public place...;
2. Procures, counsels, or assists any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of person, for the purpose of sexual stimulation of the viewer;

Shall be guilty, upon conviction, of a felony... *Id.*

Finally, Title 21, Section 1123 of the Oklahoma Statutes provides, in pertinent part:

A. It is a felony for any person to knowingly and intentionally:

5. In a lewd and lascivious manner and for the purpose of sexual gratification:

- c. cause, expose, force or require a child to look upon the body or private parts of another person,
- d. force or require any child under sixteen (16) years of age or other individual the person believes to be a child under sixteen (16) years of age, to view any obscene materials, child pornography or materials deemed harmful to minors as such terms are defined by Sections 1024.1 and 1040.75 of this title,
- e. cause, expose, force or require a child to look upon sexual acts performed in the presence of the child, or
- f. force or require a child to touch or feel the body or private parts of the child or another person. *Id.*

To the knowledge of the author, no citations were issued by the Bartlesville Police Department or other law enforcement agencies, and no charges have been filed in Washington County District Court or other appropriate venue for violation of these or other statutes stemming from actions which took place in Unity Square on September 10, 2022.

3. Municipal Licensing Requirements.

It does not appear that the drag queen performers at Unity Square on September 10th are residents of Bartlesville. While the author was not present at the event, review of numerous video recordings of the event disclosed that tipping of the performers was pervasive. It is unknown to the author whether OKEQ paid the performers for their services, however, it is clear that all performers received tips throughout their respective performances. As such, it would appear that cash consideration is a significant motivation for this type of performance.

Sexually Oriented Businesses are regulated under Bartlesville Municipal Code § 5-120. Section 5-120 defines a Sexually Oriented Business, in pertinent part, as a "business where live performances or recorded media in any form.. for any consideration to patrons for use in or viewing of... specified sexual activity." Section 5-120 goes on to defines Specified Sexual Activity as:

- (1) The fondling or other erotic touching of human genitals, pubic area, buttocks, anus, vulva or breasts;

- (2) Sex acts, normal or perverted, actual or simulated, including, but not limited to, intercourse, oral copulation, masturbation or anal copulation;
- (3) Excretory functions as part of or in connection with any of the activities set forth in subsection (18)(a) or (b) of this section; or
- (4) Physical violence, bondage, mutilation, or rape, actual or simulated, as part of or as related to, any of the activities set forth in subsections (18)(a), (b), or (c) of this section.

As currently defined, the drag performances at Unity Square do not appear to qualify as Sexually Oriented Businesses under the Bartlesville Municipal Code. Thus, even though it is apparent that the drag queens were performing for monetary gain, their performances were not Specified Sexual Activity, so they were not engaged in a Sexually Oriented Business as defined by our Code.

Bartlesville Municipal Code § 5-181 outlines the requirements for licensing of Temporary Businesses. Specifically excluded from Bartlesville's Temporary Business licensing requirements are "activities involving the expression of First Amendment speech."⁸ Issues involving protected speech are discussed at length hereinafter.

B. What contractual standards are applicable to adult oriented programming in Unity Square?

Pursuant to the Lease and Operating Agreement dated April 1, 2019, the BCCTA has sole authority to operate Unity Square subject to certain requirement of the City. Among those requirements is the following:

- (d) No Discrimination.
 - (i) The BCC shall not exclude any individual, group or organization from participation in, deny the benefits of, or otherwise tolerate unlawful discrimination on the basis of race, creed, color, national origin, sex, age, physical handicap or sexual orientation, in the use of Tower Center in any contracts relating to Tower Center, in any programs carried out on the premises of Tower Center, in the employment of any individuals who may provide services or work at Tower Center, or in the selection of vendors, suppliers, service providers, students, teachers, sponsors or others

⁸ Bartlesville Municipal Code § 5-182(11).

in matters relating to the use or operation of Tower Center.⁹

Consistent with this requirement, the BCCTA did not deny OKEQ's application to reserve Unity Square for its event based on sexual orientation or other protected classification.

The BCCTA and OKEQ entered into the Rental Agreement on or about September 6, 2022. The final paragraph of the Rental Agreement provides as follows:

By signing this agreement, I acknowledge the compliance requirements of the Bartlesville Community Center Practices and Procedures Information; and Rental Fee Schedule, and agree to adhere to all guidelines, rules, practices and procedures as stated therein, as well as all local, state and federal laws. Failure on the part of the LESSEE to comply with the terms of this agreement may result in the immediate cancellation and may influence decisions regarding future use of the BCC. I acknowledge that my requirements for equipment, services, rental times may change prior to the event and I will be billed for actual cost for the above referenced items and services. If any of the equipment you have requested will be unavailable for your event, you will be notified.

The document referred to in the Rental Agreement as the Bartlesville Community Center Practices and Procedures Information¹⁰ provides as follows:

Performance Content As this is a public space and open to citizens of all ages, the Lessee is responsible to ensure that movies, videos, music, and productions at Unity Square are appropriate for the audience attending the event as set out in the Motion Picture Association of America (MPAA) film rating system and local community standards. Lessee **must** also notify the Box Office if an event will have content which **may** not be appropriate for certain age groups as patrons must be advised at the Box Office at the time of ticket purchase. At the sole discretion of the Unity Square Management Committee, it may require the work to be redacted or canceled if it determines that the work violates local community standards of decency and finds that

⁹ See Exhibit 4, Pg. 3.

¹⁰ The Bartlesville Community Center Practices and Procedures Information is attached hereto as Exhibit 5.

the work, taken as a whole: appeals to the prurient interest; depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and lacks serious literary, artistic, political or scientific value.¹¹

Additionally, the Bartlesville Community Center Practices and Procedures Information provides as follows:

Conduct Lessee is responsible for the conduct of all event guests, vendors, representatives, performers, volunteers, and participants during the signed contract time at Unity Square. Lessee is responsible for making certain that all persons involved are familiar with BCC/Unity Square policies.¹²

OKEQ was provided with a copy of the Bartlesville Community Center Practices and Procedures Information when it entered into the Rental Agreement with the BCCTA. At no time did OKEQ "notify the Box Office if an event will have content which may not be appropriate for certain age groups" as required by the Rental Agreement. The Rental Agreement provides that "[f]ailure on the part of the LESSEE to comply with the terms of this agreement may result in immediate cancellation and may influence decisions regarding future use of the BCC."

C. What actions can and cannot be taken by the City Council to prohibit adult oriented entertainment in public spaces?

1. Police Powers:

American constitutional jurisprudence recognizes the inherent authority of a state and its political subdivisions, such as municipalities, to establish laws and ordinances which regulate health, welfare, and morality in pursuit of the common good and public welfare. This authority, called "police powers" stems from British common law, and is protected by the 10th Amendment to the United States Constitution which provides that "[t]he powers not delegated to the United States by the Constitution, nor prohibited by it to the States are reserved to the States respectively, or to the people."¹³ A municipality's police power to regulate health, welfare and morality is not unlimited, however, and is specifically

¹¹ See Exhibit 5, Pg. 2. (Emphasis Added).

¹² See Exhibit 5, Pg. 2.

¹³ U.S. Const. Amend. X.

restricted by the First Amendment to the United States Constitution.

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.¹⁴

Though it is well established that under its inherent police powers a municipality may regulate sexual expression as hereinafter discussed, "[t]he portrayal of sex, e.g., in art, literature and scientific works, is not itself sufficient reason to deny material the constitutional protection of freedom of speech and press."¹⁵

The City of Bartlesville has already exercised its inherent police power to regulate sexually oriented businesses within the corporate limits of the City of Bartlesville through zoning as outlined in Bartlesville Municipal Code, Appendix A § 7.7.3.¹⁶

2. Forum Analysis:

Any analysis of the implication of a given regulation on First Amendment freedom of speech must begin with a forum analysis. A forum analysis is required because the Supreme Court has recognized that nothing in the Constitution requires the Government freely to grant access to all who wish to exercise their right to free speech on every type of Government property without regard to the nature of the property or to the disruption that might be caused by the speaker's activities.¹⁷ A municipality, as an owner of real property, "has power to preserve the property under its control for the use to which it is lawfully dedicated."¹⁸ Nonetheless, since the 1939 case of *Schneider v. New Jersey*¹⁹, the Court has confirmed the right of the people to communicate in public forums.

In *Cornelius v. NAACP* the Supreme Court confirmed its forum analysis test "as a means of determining when the

¹⁴ U.S. Const. Amend I.

¹⁵ *Kois v. Wisconsin*; 92 S.Ct. 2245, 2247 (1972).

¹⁶ The activities at Unity Square on September 10, 2022 do not seem to implicate Bartlesville's zoning ordinances as Unity Square is a public park.

¹⁷ *Jones v. North Carolina Prisoners' Labor Union*; 97 S.Ct. 2532, 2543 (1977).

¹⁸ *Greer v. Spock*; 96 S.Ct. 1211, 1217 (1976)

¹⁹ *Schneider v. New Jersey*; 60 S.Ct. 146 (1939).

Government's interest in limiting the use of its property to its intended purpose outweighs the interest of those wishing to use the property for other purposes."²⁰

[T]he extent to which the Government can control access depends on the nature of the relevant forum. Because a principal purpose of traditional public fora is the free exchange of ideas, speakers can be excluded from a public forum only when the exclusion is necessary to serve a compelling state interest and the exclusion is narrowly drawn to achieve that interest. Similarly, when the Government has intentionally designated a place or means of communication as a public forum speakers cannot be excluded without a compelling governmental interest. Access to a nonpublic forum, however, can be restricted as long as the restrictions are reasonable and [are] not an effort to suppress expression merely because public officials oppose the speaker's view.²¹

The Court went on to explain in *Perry Educ. Ass'n v. Perry Local Educators' Ass'n*:

In places which by long tradition or by government fiat have been devoted to assembly and debate, the rights of the state to limit expressive activity are sharply circumscribed. At one end of the spectrum are streets and parks which have immemorially been held in trust for the use of the public, and, time out of mind, have been used for purposes of assembly, communicating thoughts between citizens, and discussing public questions. In these quintessential public forums, the government may not prohibit all communicative activity. For the state to enforce a content-based exclusion it must show that its regulation is necessary to serve a compelling state interest and that it is narrowly drawn to achieve that end. The state may also enforce regulations of the time, place, and manner of expression which are content-neutral, are narrowly tailored to serve a significant government interest, and leave open ample alternative channels of communication.²²

²⁰ *Cornelius v. NAACP*; 105 S.Ct. 3439, 3448 (1985)

²¹ *Id.* (internal citations omitted)

²² *Perry Educ. Ass'n v. Perry Local Educators' Ass'n*; 103 S.Ct. 948, 954 (1983) (internal citations omitted).

This forum analysis is evident in every meeting of the Bartlesville City Council. In the agenda item traditionally listed as "Citizens to be Heard", the Bartlesville City Council has created a limited public forum in which it limits commenters to persons to sign the register and announce their name and residential address, and further limits their comments to three minutes. In this limited public forum, the City Council has the authority to further restrict what is said, by limiting comments to items which are on the agenda, for instance, or eliminating comments entirely. In this case, it is clear that Unity Square, a public park, is a traditional or quintessential public forum which the rights of the government to limit expressive activity are sharply circumscribed. Any regulation of expressive activity at Unity Square or other public places in Bartlesville must be (a) necessary to serve a compelling government interest and (b) narrowly tailored to achieve that legitimate end. This test is often referred to as "Strict Scrutiny".

3. Reasonable Time Place Manner Restrictions:

In *Cox v. New Hampshire*²³, the Supreme Court recognized a government's authority to regulate the time, place, and manner of communication in public places. Finally, in *Grayned v. City of Rockford*, the Court identified a principle of compatible use to decide time, place, and manner conflicts: "The crucial question is whether the manner of expression is basically incompatible with the normal activity of a particular place at a particular time."²⁴

Time, place and manner limitations on expressive activity are considered to be content neutral, and thus are subject to intermediate scrutiny and frequently upheld. To survive First Amendment constitutional challenges, such restrictions must satisfy a three-prong test outlined by the Supreme Court in *Ward v. Rock Against Racism*.

1. The regulation must be content neutral.
2. It must be narrowly tailored to serve a significant governmental interest.
3. It must leave open ample alternative channels for communicating the speaker's message.²⁵

Absent a categorical or substantial ban on a traditional method of expressive activity, courts routinely uphold time, place, and manner restrictions as satisfying the requirement of narrow tailoring.

²³ *Cox v. New Hampshire*; 61 S.Ct. 762, (1941).

²⁴ *Grayned v. City of Rockford*; 92 S.Ct. 2294, 2303 (1972).

²⁵ *Ward v. Rock Against Racism*; 109 S.Ct. 2746 (1989)

4. The Intractable Obscenity Problem²⁶:

Content-based laws are presumptively unconstitutional and subject to strict scrutiny, the highest form of judicial review, whereas content-neutral laws generally must survive only intermediate scrutiny.

A law that is content based on its face is subject to strict scrutiny regardless of the government's benign motive, content-neutral justification, or lack of 'animus toward the ideas contained' in the regulated speech.²⁷

The exception to this hard and fast rule appears to be regulation which prohibits obscene content.²⁸

In the seminal case of *Miller v. California*²⁹, the Supreme Court attempted to reconcile its prior inconclusive pronouncements by establishing a test for obscenity. The Miller court announced its decision as follows:

This much has been categorically settled by the Court, that obscene material is unprotected by the First Amendment. The First and Fourteenth Amendments have never been treated as absolutes. We acknowledge, however, the inherent dangers of undertaking to regulate any form of expression. State statutes designed to regulate obscene materials must be carefully limited. As a result, we now confine the permissible scope of such regulation to works which depict or describe sexual conduct. That conduct must be specifically defined by the applicable state law, as written or authoritatively construed. A state offense must also be limited to works which, taken as a whole, appeal to the prurient interest in sex, which portray sexual conduct in a patently offensive way, and which, taken as a whole, do not have serious literary, artistic, political, or scientific value.³⁰

²⁶ *Interstate Circuit, Inc. v. Dallas*; 88 S.Ct. 1298 (1968) (Harlan, J. Dissenting). Justice Potter Stewart was famously unable to provide a definition for obscenity but stated that "I know it when I see it." *Jacobellis v. Ohio*; 84 S.Ct. 1676 (1964) (Stewart, J. Concurring).

²⁷ *Reed v. Town of Gilbert*; 135 S. Ct. 2218

²⁸ "Sexual expression which is indecent but not obscene is protected by the First Amendment." *Sable Communications v. FCC*, 109 S.Ct. 2829 (1989).

²⁹ *Miller v. California*; 93 S.Ct. 2607 (2000)

³⁰ *Id.* at 2614 (Internal Citations Omitted).

The *Miller* Court further explained that the basic guidelines for the trier of fact must be:

(a) whether 'the average person, applying contemporary community standards' would find that the work, taken as a whole, appeals to the prurient interest, (b) whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and (c) whether the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.³¹

Since *Miller*, the accepted test for the constitutionality of a given restriction on obscene speech is:

- Does the speech appeal to the prurient interest?
- Does the speech depict or describe, in a patently offensive way, sexual conduct defined by applicable state law?
- Does the speech lack serious literary, artistic, political or scientific value?

If that answer to all three of these questions is yes, then the speech is obscene and may be restricted under the *Miller* precedent.

5. Obscenity Must Be Erotic:

The Supreme Court has indicated that in order for a State to prohibit expression as obscene, the expression must be erotic. In *Cohen v. California*, the Supreme Court considered the constitutionality of the State's citation of Robert Paul Cohen for the crime of disturbing the peace for wearing a jacket emblazoned with the phrase "Fuck the Draft" in a California Courthouse.³² The *Cohen* Court concluded that Mr. Cohen's jacket did not incite a breach of the peace because the statement was not directed at any particular recipient.³³ The *Cohen* Court also ruled that the statement in question was not obscene.

Whatever else may be necessary to give rise to the States' broader power to prohibit obscene

³¹ *Id.* at 2622.

³² *Cohen v. California*; 91 S.Ct. 1780 (1971).

³³ As recently as October 14, 2022 the Supreme Court's holding in *Cohen* operated to protect the speech of a Bartlesville resident displaying a "Fuck Joe Biden" flag at his home which was the subject of numerous complaints to the City Council and City staff.

expression, such expression must be, in some significant way erotic. It cannot plausibly be maintained that this vulgar allusion to the Selective Service System would conjure up such psychic stimulation in anyone likely to be confronted with Cohen's crudely defaced jacket.³⁴

Under *Cohen*, any ordinance adopted seeking to prohibit obscenity in public spaces would likely need to be limited to erotic acts. Proponents of the drag queen show in Unity Square deny that the show on September 10th was erotic. The Petitioners disagree, arguing that the show is a sexualized display through the performance of actual or simulated sexual acts.

6. Community Standards:

In establishing its test for obscenity, the *Miller* Court acknowledged that diverse people, and the communities that they represent, will undoubtedly have different views and attitudes about what is and what is not obscene.

It is neither realistic nor constitutionally sound to read the First Amendment as requiring that the people of Maine or Mississippi accept public depiction of conduct found tolerable in Las Vegas, or New York City. People in different States vary in their tastes and attitudes, and this diversity is not to be strangled by the absolutism of imposed uniformity.³⁵

After offering this rationale, the *Miller* Court went on to outline the "constitutionally adequate" standard by which a trial court should evaluate the materials with reference to community standards of a municipality in which an obscenity ordinance is being challenged on First Amendment grounds.

[T]he primary concern with requiring a jury to apply the standard of 'the average person, applying contemporary community standards' is to be certain that, so far as material is not aimed at a deviant group, it will be judged by its impact on an average person, rather than a particularly susceptible or sensitive person—or indeed a totally insensitive one.³⁶

³⁴ *Id.* at 1785 (internal citations omitted)

³⁵ *Miller* at 2619.

³⁶ *Id.* at 2620.

The City Attorney has received a number of inquiries from City Councilmen and members of the general public, both informally and through Open Records Requests, asking what Bartlesville's Community Standards are. The City of Bartlesville has not adopted any written "community standards" and Community Standards are not legally defined. Rather, Community Standards are determined by a trier of fact in a lawsuit (i.e., Judge or Jury) based on evidence presented in a trial. Certainly, the City has in its possession certain materials relating to codes of conduct, rules for use of public facilities, ordinances, and other documents which could be viewed by a tier of fact as indicative of the Community Standards for decency in Bartlesville, Oklahoma. It is unlikely however, that the documents in the possession of the City would alone be determinative of what the Community Standards of Bartlesville, Oklahoma are. To illustrate, in 2003 Larry Peterman, the proprietor of an adult bookstore in Provo, Utah was acquitted on 15 counts of misdemeanor obscenity in part because it was proven at trial that the residents of Provo, Utah were disproportionately large consumers of pornography.³⁷ As such, Provo's residents' pornographic propensities was deemed by the jury to be a more relevant metric of the communities standard than any written material stored at City Hall.

In an effort to answer the Council's questions regarding Community Standards, and to comply with the City's obligations under the Oklahoma Open Records Act (hereinafter the "OORA"), the City Attorney has reviewed all documents which are in the possession of the City which, in the view of the City Attorney, may be relevant to a determination of what Bartlesville's Community Standards are. Because those records are voluminous, they have not been included with this Memorandum. Those records will be made available to the members of the City Council and OORA requestors contemporaneous with the delivery of this Memorandum. To be clear, these documents are not intended to represent a comprehensive list of all documents which be relevant to a determination of Community Standards, only those which are in the possession and control of the City of Bartlesville.

³⁷ <https://www.westword.com/news/the-eye-of-the-beholder-5075552>

IV. Conclusion.

The City of Bartlesville may, under its inherent police power, enact reasonable restrictions upon adult entertainment so long as those restrictions are (1) content neutral, (2) narrowly tailored to serve a significant government interest, and (3) leave open ample alternative channels for alternative communication. City ordinances and state statutes regulating this area are already on the books. The City may also restrict adult entertainment which is deemed obscene. Those restrictions, and any new restrictions enacted by the Bartlesville City Council will be evaluated using the *Miller* test based on prevailing Community Standards in Bartlesville as determined by a judge or jury based on the evidence presented to them at trial.

JMK/bka

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation and discussion of the City Council's request to the Park Board for recommendations relating to adult oriented entertainment in public places.

Attachments:

City Attorney's Legal Brief

II. STAFF COMMENTS AND ANALYSIS

On November 7, 2022, the City Attorney presented the attached legal brief on regulating adult entertainment in public spaces to the City Council. At that meeting, the City Council expressed an interest in hearing recommendations from the Park Board and Tower Center Operating Committee about this subject.

The Tower Center, where the recent drag show was performed, is under lease to the Bartlesville Community Center. This drag show is the event that spawned the petition mentioned in the City Attorney's Legal Brief. As such, the Community Center will be reviewing the rules for the Tower Center. However, if the Council takes action to regulate adult entertainment in public spaces, their actions would likely extend to all public parks. As such, they have also requested input from the Park Board pertaining to our park system as a whole.

Our current Park Rules do not address adult oriented entertainment or other public performances. The City Attorney's legal brief concluded that:

“The City of Bartlesville may, under its inherent police power, enact reasonable restrictions upon adult entertainment so long as those restrictions are (1) content neutral, (2) narrowly tailored to serve a significant government interest, and (3) leave open ample alternative channels for alternative communication. City ordinances and state statutes regulating this area are already on the books. The City may also restrict adult entertainment which is deemed obscene. Those restrictions, and any new restrictions enacted by the Bartlesville City Council will be evaluated using the *Miller* test based on prevailing Community Standards in Bartlesville as determined by a judge or jury based on the evidence presented to them at trial.”

Given this conclusion, the Council would like the Park Board to consider the following questions:

- Have there been any complaints received relating to adult oriented entertainment in our parks other than the Tower Center?
- Does the Park Board share the concerns expressed in the petition that minors have been or may be exposed to inappropriate entertainment in our parks under our current rules?

- Does the Park Board believe that our park rules should be amended to include regulations related to adult oriented entertainment?

It is possible that the Council may ask the Park Board to comment on or recommend specific rules at a later date, but at this point, the Council is interested in a general recommendation from the Park Board as described by the questions above.

In order to give the Park Board sufficient time to consider this topic, this presentation is informational only and action on any recommendation will be requested at a later meeting.

III. RECOMMENDED ACTION

This item is for discussion only. Action will be requested at a future meeting.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of Agreements, Contracts, Engagement Letters, Leases, Memorandums of Understanding and Proposals.

Memorandum of Understanding between Grand Mental Health and the City of Bartlesville to create a Crisis Intervention Response Team Program, to provide for two (2) mental health case managers and two (2) police officers to be paired up as mental health co-response teams. The City agrees to provide funds to Grand Mental Health for two (2) mental health case workers in the total amount of \$100,000.00 per year, beginning January of 2023.

Attachments:

Memorandum of Understanding Crisis Intervention Response Team Program

II. STAFF COMMENTS AND ANALYSIS

Due to the rising issues of mental health and homelessness within the Bartlesville community, and across the nation, Law Enforcement has been made to deal with persons in mental health crisis on a regular basis, the Bartlesville Police Department deals with persons in crisis daily. The Bartlesville Police Department and Grand Mental Health began discussion in 2022 to create a co-response mental health team to better address the continued mental health of our citizens in an effort to find long term solutions to better assist those in crisis. The goal is to help those in mental health crisis to better maintain the mental health and to reduce the number of possible violent encounters that may be forced to occur if dealt with by law enforcement alone.

III. BUDGET IMPACT

Two (2) Mental Health Care Coordinator's (\$50,000.00 x 2=\$ 100,000.00) funded by the City of Bartlesville

Two (2) Police Officers (\$ 61,597.97 x 2=\$ 123,195.93) funded by the City of Bartlesville.

Grand Mental Health will apply for Federal Grants to help sustain the future of the program, moving forward with the City committing to fund the project for three (3) years, or until Grant Funds are found.

IV. RECOMMENDED ACTION

The City Council has already approved the funding for all four (4) positions for the 2022-2023 budget year. Approval of the MOU between Grand Mental Health and the City of Bartlesville is needed to move forward with the CIRT. Administration recommends the approval of the MOU.

Memorandum of Understanding

Crisis Intervention Response Team Program

We do hereby agree that it is mutually beneficial to all parties for GRAND Mental Health (GRAND) Care Coordinators to be assigned as mental health professionals with the Bartlesville Police Department (Police Department) within the City of Bartlesville. It is understood by all parties that the Care Coordinators are employees of GRAND Mental Health, and they will be assigned to work alongside Bartlesville Police Officers in a co-response role for the mental health, Police Department Crisis Intervention Response Team.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this 27 day of October, 2022 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some City of Bartlesville and GRAND Mental Health variances, needs, and future changes. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, care coordinators, supervisors, and directors.

The Police Department recognizes and supports the need for mental health co-response within the community as a way to better serve the community and those in mental health crisis. In furtherance of that goal, the Bartlesville Police Department Crisis Intervention Response Team (CIRT) shall work in partnership with GRAND officials toward this end. GRAND will provide the equipment needed to accomplish the task given the Care Coordinators, to include a soft uniform, ballistic vest, telephone, handheld radio, and a computer for their task within the unit. The City of Bartlesville (City) and the Police Department will provide the Police Officers, any required police equipment, and motorized vehicles to the CIRT Program. The City will pay the salaries for the Care Coordinators for the initial startup of the CIRT, or until other funding sources can be located to support the Care Coordinators.

MISSION STATEMENT - Crisis Intervention Response Team

To provide professional, compassionate and comprehensive services for mental health intervention, through police and mental health collaboration through on-scene assessment and follow up aligned with the department's de-escalation philosophy.

Program Objectives

1. Friendly contact between the Police Department, GRAND and the City's citizens.
2. Assistance and information sharing concerning problems and issues affecting persons in crisis (be it mental illness, poverty, homelessness, domestic violence, family fights, etc.) and the citizens of Bartlesville.

3. Education of the community regarding the role of mental health, laws, courts, and Police in society.
4. Protection and education of citizens involving mental health, illegal drugs, alcohol, and other harmful influences.
5. Investigation of cases involving the mentally ill and use of effective alternatives to court whenever possible.
6. Prevention of crime or criminal behavior by person's with mentally illness within the City.
7. Effective problem solving and liaison with neighborhoods surrounding the parks, homeless camps, and other areas, which are affected negatively by the conduct of the mentally ill.
8. Effective problem solving and liaison with community resources to provide assistance to person's in crisis, to include; mental health care, hunger, poverty, homelessness, etc.

It should be recognized that CIRT members:

- are encouraged to act and work as a team with other resources within the community for the betterment of the mentally ill community and community/neighborhood environment as a whole;
- are expected to keep the Chief of Police or his designee informed about law enforcement action which would draw the attention of the media. This, of course, will occur consistent with the laws of the State of Oklahoma.
- are police officers assigned as Uniform Patrol Officers of the Police Department. As such, their primary responsibilities are to investigate criminal cases involving all citizens, maintain order through the enforcement of local, state and federal laws, and enforcement of the mental health laws for the purpose of maintaining a safe environment for all citizens;
- who as Police Officers, are governed by the rules, policies, shifts, schedules, procedures and practices of the Police Department and the City of Bartlesville, under the supervision of an assigned supervisor;
- are expected to attend all training, meetings and appointments assigned by GRAND and the Police Department. It is recognized that some of these will conflict with officer and care coordinator availability. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over presence in the community during that time. The officer and coordinator shall strive to keep the Chief of Police or his designee informed about his/her absences and/or activities as appropriate on a need to know basis;
- who are Police Officers are governed and covered by the current Collective Bargaining Agreement between City of Bartlesville and the Fraternal Order of Police, Lodge #117;

They will also work with families, individual officers and other police department staff members with counseling and guidance efforts when requested and appropriate.

We, the undersigned, encourage teamwork, partnerships, cooperation and coordination between the officers, their supervisors and GRAND administrators and their staff, as well as with the City;

An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the CIRT program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

SELECTION AND FINANCIAL CONSIDERATION

Officers will be selected by means of a joint selection committee, comprised of representatives from GRAND and representatives from the Police Department, who will be appointed by the Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While he will duly consider the Committee's recommendations, selection of each Care Coordinator is within the sole discretion of the Chief of Police.

Once selected, the Care Coordinator will complete a ride-along assessment with the officer whom they will be assigned, to assess their ability to function in the team role together.

If the officer does not believe they will make a good fit for the team, they will provide that feedback to the Chief of Police.

The City of Bartlesville agrees to provide funds to pay the salary for two Care Coordinators, up to and not exceeding One Hundred Thousand Dollars (\$100,000.00) for the first year, with the understanding that Grand Mental Health will seek grants for future funding.

PROGRAM ASSESSMENT

The Crisis Intervention Response Team Program will be assessed annually, and the evaluation will be conducted jointly between the Police Department and GRAND.

The following areas, at a minimum, will be used to evaluate the program:

- Success of established goals and objectives.
- An external survey of community members, primarily concerning perceptions of the of the community about the program.
- Traditional police-citizen contacts (citations, arrests, field interviews, etc.).
- Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- Surrounding neighborhood feedback and reaction to CIRT efforts to address issues concerning the affected areas of the community.
- Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Police Department and GRAND.

Each Care Coordinators effectiveness in the program will be evaluated annually. GRAND will provide input into the evaluation. This may include a recommendation to the Chief that the Care Coordinator not be assigned to CIRT the following year. The Chief will seriously consider the evaluation and the input of the GRAND Administrator and will make a good faith effort to address any concerns raised.

Ultimately, however, the final decision on which Care Coordinator will be assigned as a CIRT Program member is within the sole discretion of the Chief of Police. This decision will include feedback from the officer assigned with the Care Coordinator.

EFFECTIVE DATE

This Memorandum of Understanding is effective 10/27/2022, and shall remain in effect and renewed, unless changes are made by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement at any time.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

Executed this 27 day of October, 2022.

GRAND Mental Health

By: 
Administrator

City of Bartlesville, Oklahoma

BY: _____
City Manager

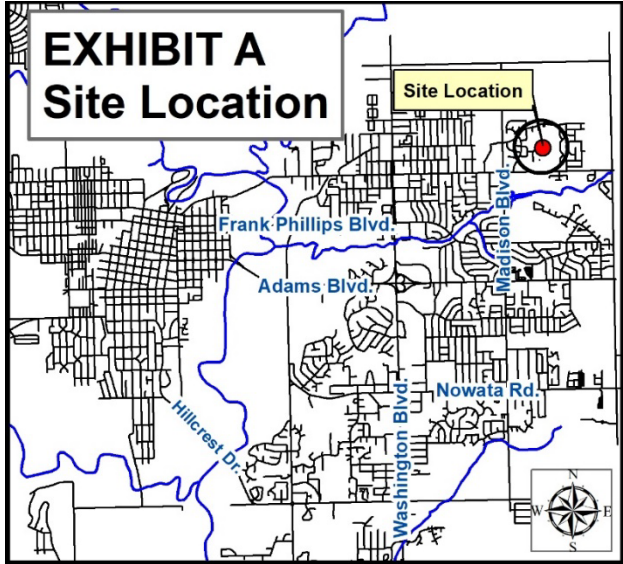
I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on an application from Taylor Kimrey, LLC for Final Plat approval of a 113-lot residential development to be known as Stonebranch 3rd Addition, located on a 61.93 acre +/- tract on the north side of Tuxedo Boulevard, one-quarter mile east of Madison Boulevard, legally described as part of the East Half of the Southwest Quarter of Section 3, Township 26 North, Range 13 East, Washington County, Oklahoma.

Attachments: Exhibit D: Final Plat Application
Exhibit E: Proposed Final Plat of Stonebranch 3rd Addition

II. STAFF COMMENTS AND ANALYSIS

Applicant	Taylor Kimrey, LLC	
Requested Action	Approval of the Final Plat of Stonebranch 3 rd Addition	
Location	North side of Tuxedo, ¼ mi east of Madison (Exhibit A and Exhibit B)	
Zoning	RS-7 (Single Family Residential) (Exhibit C)	
Area of Tract	Approximately 61.93 acres	
Proposed Land Use	113-lot residential development	
Adjacent Zoning and Land Use	North	RS-7 & RA – Stonebranch 1 st & vacant
	South	C-6 & RS-10 – Adams Golf Course & Martin Manor Addition
	West	RS-7 – Stone Branch 2nd RS-7/PUD & RM-3 – Park Hill Addition & 1 single family residence
	East	RS-7 – Prairie Ridge Addition & vacant



The applicant, Taylor Kimrey, LLC, requests approval of the Final Plat of Stonebranch 3rd Addition, a 113-lot residential subdivision on 61.93 acres on the north side of Tuxedo Blvd., ¼ mi east of Madison

Blvd. See the location map in **Exhibit A** and the aerial photograph in **Exhibit B**. The zoning of the site and surrounding property is shown in **Exhibit C**.

In December 2020, the City Planning Commission approved the Preliminary Plat of Stonebranch 3rd Addition. The public infrastructure to serve the development has since been completed and inspected and approved by the City of Bartlesville. The proposed Final Plat is attached as **Exhibits D & E**.

Building Setbacks and Lot Sizes: The RS-7 Zoning District requires lots of at least 7,000 s.f. with 60-foot lot widths at the front building line. All of the lots meet these requirements. However, Lots 1 through 4 require a plat variance because of their unusual depth as measured by the depth to width ratio. Section 5-502 of the Subdivision Regulations recommends a depth to width proportion between 1 to 1 and 2.5 to 1. Lots 1 through 4 have higher depth proportions ranging from 3.27 for Lot 1 to 2.56 for Lot 4. City staff recommends approval a plat variance to allow the lot depths of Lots 1 through 4.

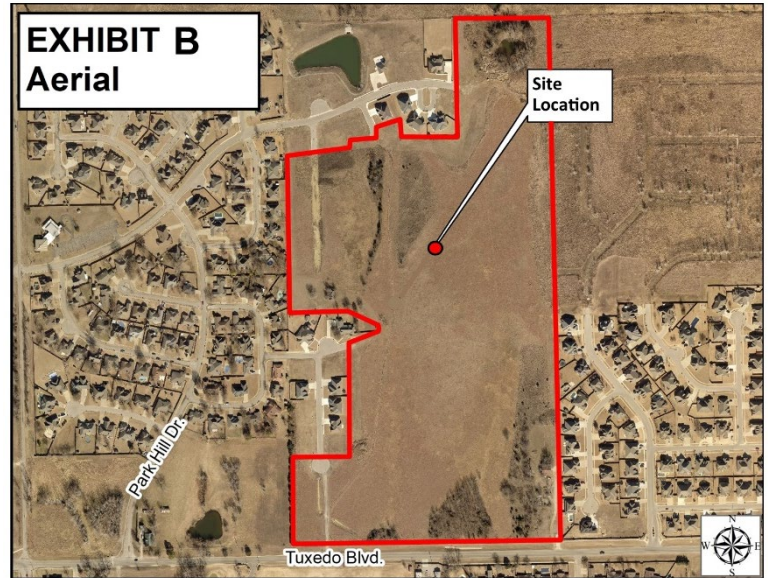
Utility Easements: All easements required by the separate utility providers have been shown on the plat.

Storm Water Drainage: No on-site storm drainage detention is required. The north portion of the subdivision is served by the detention pond to the north, in Stonebranch 1st Addition. The south portion of the subdivision is served by a stormwater line conveying drainage south to Turkey Creek and the regional stormwater facility to the southwest in Sooner Park. A fee-in-lieu of stormwater detention will be required.

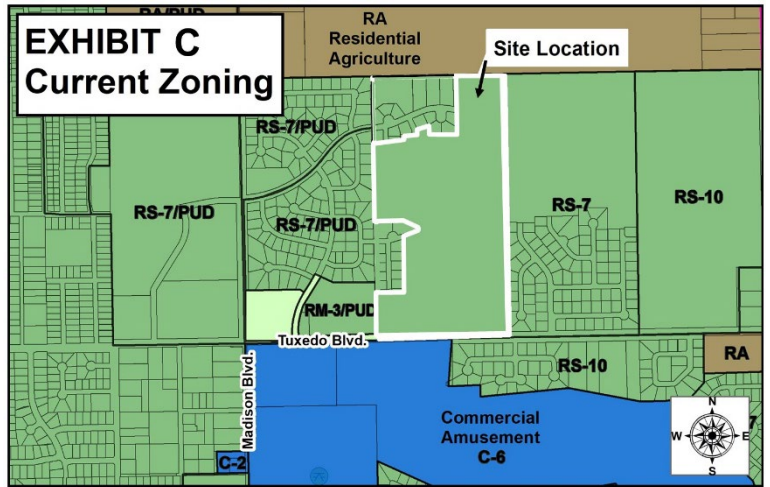
Water and Sanitary Sewer: All lots are served with water and sanitary sewer services. The subdivision is subject to the payment of the required sanitary sewer expansion fee of \$2,000 per lot.

Streets: All streets have been constructed and approved by the City. Section 5-117 of the Subdivision Regulations recommends that cul-de-sac streets not exceed 500 feet in length. A plat variance is required for Austen Lane which measures 520.8 feet in length.

The cul-de-sacs for Austen Lane, Blue Bird Road, Coldspring Lane, and Brandon Court meet the minimum dimensions under the subdivision regulations, however, fire code requires a minimum pavement diameter of 96 feet for fire equipment turnaround. The cul-de-sac pavement as-built measures around 90



Lots 1 through 4 require a plat variance because of their



feet. To mitigate this, City staff recommends prohibition of parking in the cul-de-sacs and a plat note stating same and no parking signage installed by the developer.

A temporary T or L-shaped turnaround will be required where Ohio Street dead ends at the east boundary of the subdivision, per Subdivision Regulation Section 5-118.

Entrance Signage and Median: The entrance to the subdivision off Tuxedo Blvd. onto Blue Bird Road will include entrance signage and a street median. A plat note and/or a statement in the subdivision covenants of Stonebranch 3rd Addition will be required to address the ownership and maintenance of these areas to ensure that the public does not have responsibility for such.

Sidewalks: A 5-foot sidewalk is required along Tuxedo Blvd. and must be constructed by the developer. City staff and developer agreed that this sidewalk must be completed prior to issuance of the first certificate of occupancy in the subdivision. A plat note stating such is required. Four-foot sidewalks will be required on both sides of all interior streets and will be constructed by the landowner or developer at the time of building construction on each lot.

Park Land: The applicant proposes a private park on Outlot A, the construction and maintenance of which will be the responsibility of the developer and the landowners in the subdivision. This must be set forth in a plat note or in the subdivision covenants of Stonebranch 3rd Addition. This subdivision will still be subject to the park land fee which is \$500 per final platted acre or part thereof.

III. RECOMMENDED ACTION

The City Planning Commission approved the Preliminary Plat of Stone Branch 3rd Addition at its December 15, 2020 meeting. Staff recommends approval of the Final Plat of Stonebranch 3rd Addition subject to the following conditions:

1. Approval of the following plat variances as set out in the final plat and as built in the subdivision:
 - a. Lots 1 through 4 exceeding the recommended depth to width lot ratio in Subdivision Regulation 5-502.
 - b. Austen Lane exceeding the recommended length of 500 feet for cul-de-sac streets.
2. Add a plat note stating no parking in the cul-de-sacs for Austen Ln, Blue Bird Rd, Coldspring Ln, and Brandon Ln, and require “No Parking signage” installed by the developer, or other measure to the satisfaction of City staff.
3. Entrance signage and median: Applicant shall add a plat note and/or a statement in the subdivision covenants stating the private ownership and maintenance responsibility of the entrance signage and median areas located at Tuxedo Boulevard and Blue Bird Road.
4. Outlot A: Applicant shall add a plat note and/or statement in the subdivision covenants stating the private ownership and maintenance responsibility of Outlot A and its purpose to be used as a private park.

5. Applicant shall submit for City staff review and approval the subdivision's covenants, conditions and restrictions.
6. Completion of the following prior to the final plat being released for recordation:
 - a. Construction of a temporary turnaround where Ohio Street dead ends.
 - b. Payment of all development fees.
7. Construction of a 5-foot sidewalk along Tuxedo Blvd and improvement of drainage near intersection of Blue Bird Rd and Tuxedo Blvd by the developer prior to issuance of a certificate of occupancy on the first residence in the subdivision.

Consideration of this request for Final Plat approval has been scheduled before the Bartlesville City Council on Tuesday, January 3, 2022. The Council is requested to take action on the proposed Final Plat of Stonebranch 3rd Addition at that time.

**Final Plat Application
and Checklist**

FEE SCHEDULE		OFFICE USE ONLY	
Number of Lots	Fee	Fee Paid:	\$
1-50	\$50 plus \$1.00 per lot	Date Paid	
51+	\$100 plus \$0.50 for each lot over 50	Case Number:	PLAT-1222-0015
For recording purposes, the following minimum original copies are required:		Date of Preliminary Plat Approval by Planning Commission:	Dec 15, 2020
<ul style="list-style-type: none"> City: 1 mylar and 3 paper copies County: 2 mylar and 3 paper copies 		City Council Meeting Date:	Jan 3, 2023
<ul style="list-style-type: none"> All applications are due no later than by 12:00 noon 15 days prior to the next regularly scheduled City Council meeting. 			

SUBDIVISION NAME <u>STONEBRANCH 3</u>		
LOCATION <u>N. side Tuxedo between Madison & Bison</u>		
SIZE (IN ACRES)	NUMBER OF LOTS	CURRENT ZONING
	117 113	

SURVEYOR
~~APPLICANT~~

FIRM Fiedler Land Surveying CONTACT Clay Fiedler
 ADDRESS 1652 SE Washington Blvd
 CITY Bartlesville STATE OK ZIP 74006
 PHONE 918-914-2966 E-MAIL _____

APPLICANT
OWNER

NAME Taylor-Kimrey CONTACT Brent Taylor
 ADDRESS 3645 Pioneer
 CITY Bartlesville STATE OK ZIP 74006
 PHONE 918-333-3500 E-MAIL _____

ARCHITECT

FIRM Bartlett West CONTACT Darron R. Ammann
 ADDRESS 800 E. 101st. Ter Ste 350
 CITY Kansas City STATE MO ZIP 64131
 PHONE 785-330-7034 E-MAIL _____

ENGINEER

FIRM KSL Dirtworks CONTACT Travis Sousa
 ADDRESS 278 County RD 2706
 CITY Bartlesville STATE OK ZIP 74003
 PHONE 918-336-2184 E-MAIL _____

I, Greg Taylor, (Contact Person's Name), hereby certify the attached and completed application contains the information required by the City of Bartlesville as specified below. I understand the submission of incomplete or inaccurate information may result in a delay in processing and action on this application and may be subject to other penalties provided by law.

Greg Taylor Signature of Contact Person 11-16-22 Date

Note: The following items apply to all applications for final plat approval. The Applicant is strongly encouraged to work closely with Staff in advance of an actual application submittal. **Please submit ONLY THOSE DRAWINGS necessary to provide information required by this checklist. Submission of construction drawings or other nonessential drawings may delay the review process.**

Final Plats

1. A final plat for record shall be prepared and submitted to the Department of Community Development for review and recommendation by the Planning Commission and acceptance by the City Council. The original plat shall be in sheets of such materials, dimensions and scale as meets the current requirements for the County official in whose office the plats are required to be filed; provided, that when more than one sheet is required, an index sheet of the same size shall be filed showing the entire subdivision on one sheet with block and lot numbers. Plat dimensions shall be drawn to a minimum scale of one hundred (100) feet to an inch, except that plats in which all lots contain an area in excess of 40,000 square feet, the plat may be drawn to a scale of two hundred (200) feet to an inch. The scale must be shown on the plat.

General Requirements for all Final Plat Applications and Documents

1. Plat application form, filled out completely and accurately with all required contact information, signatures, etc.
2. All files must be electronic. A PDF file shown as 24" x 36" pages to include all required information shall be provided with sufficient information included as to allow for an appropriate review by the City. The plat must be sealed by a licensed land surveyor as required.
3. A digital copy of the final plat shall be submitted in a CAD .dxf file format. The .dxf file should have text located on a different layer than the projects line work.
4. All data collected for the project shall use the City of Bartlesville Horizontal Control System. All data files submitted to the City of Bartlesville shall abide by the Oklahoma State Plane North coordinate system, NAD83 using datum and feet as the unit of measure and Mean Seal Level Elevations (NGVD88).

Contents of the Final Plat. The final plat shall show:

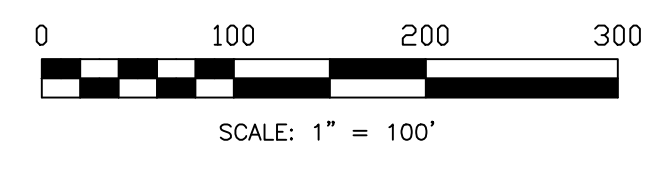
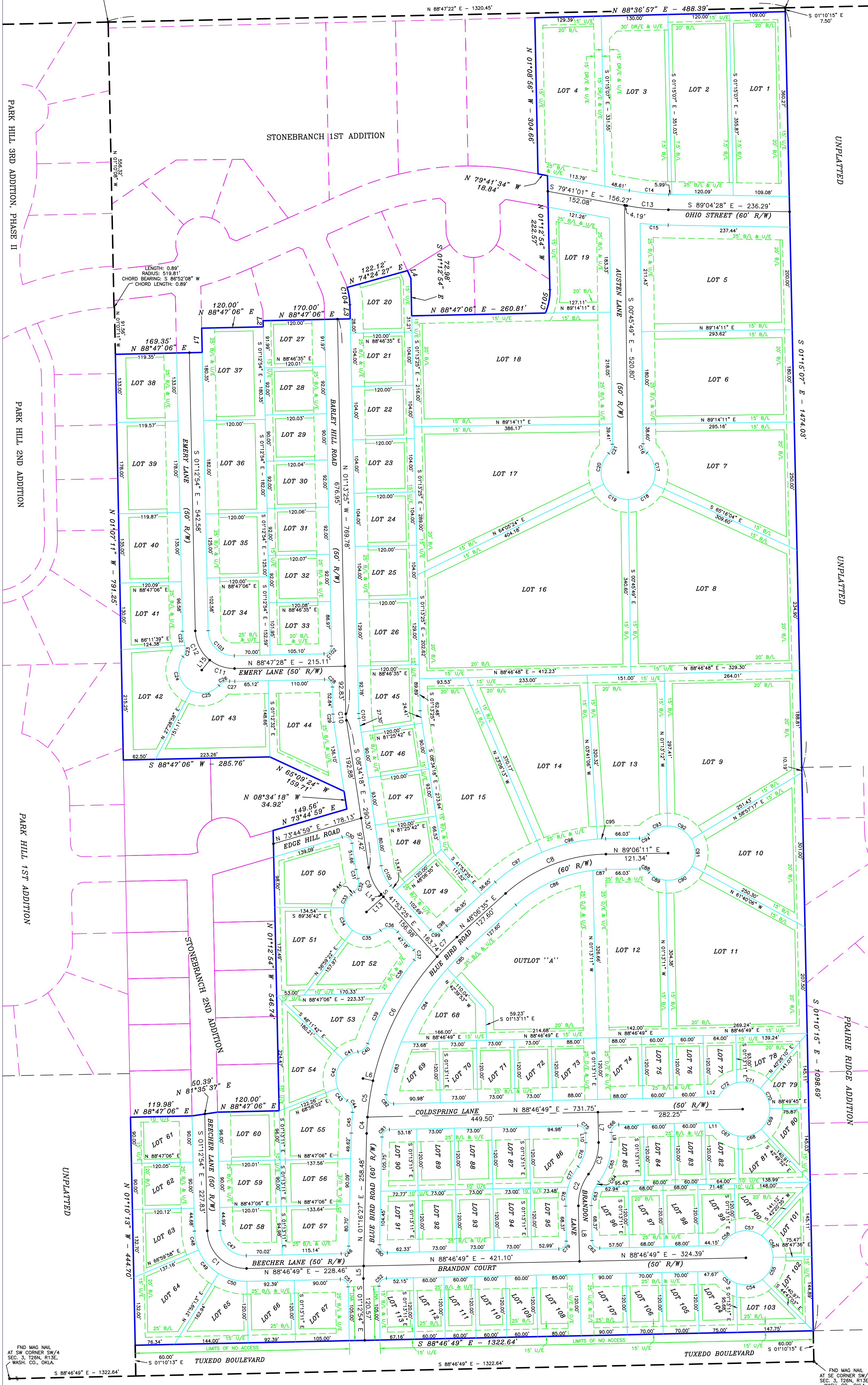
1. A key map showing the location of the subdivision referenced to government survey section lines and major streets. If more than two (2) sheets are required the key map shall show the street number for each area.
2. The location and description of all section corners and permanent survey monuments in or near the tract, to at least one (1) of which the subdivision shall be referenced.
3. The length of all required lines dimensioned in feet and hundredths thereof, and the value of all required true bearings and angles dimensioned in degrees and minutes, as hereafter specified.
4. The boundary lines of the land being subdivided fully dimensioned by length and bearings, and the location of boundary lines of adjoining lands, with adjacent subdivisions identified by official names.
5. The lines of all proposed streets fully dimensioned by lengths and bearings or angles.
6. The radii, arcs, points of tangency, points of intersection and central angles for curvilinear streets and radii for all property returns.

7. The lines of all proposed alleys. Where the length or direction of an alley is not readily discernible from data given for lot and block lines, the length and bearing shall be given.
8. The widths and names, where appropriate, of all proposed street rights-of-way and alleys, and of all adjacent streets, alleys and easements which shall be properly located.
9. The lines of all proposed lots fully dimensioned by lengths and bearings or angles, except that where a lot line meets a street line at right angles, the angle or bearing value may be omitted.
10. The outline of any property which is offered for dedication to public use fully dimensioned by lengths and bearings with the area marked "Public."
11. The blocks numbered consecutively throughout the entire subdivision and the lots numbered consecutively throughout each block, with areas to be excluded from platting marked "Reserved" or "Not a Part."
12. The location of all building lines, setback lines and easements for public services or utilities with dimensions showing their locations.
13. The location of the 100-year floodplain as shown on the current effective Flood Insurance Rate Map (FIRM).
14. The following which shall be made and shown on the original:
 - a. Owner's certificate and dedication, signed.
 - b. Registered land surveyor's certificate of survey, signed and his seal.
 - c. Certificate for release of mortgage for any portion dedicated to the public.
 - d. Reference to any separate instruments, including restrictive covenants, filed in the office of the County Recorder of deeds which directly affect the land being subdivided.
 - e. Certificate of Planning Commission approval.
 - f. Certificate of governing body acceptance of ways, easements and public land dedications.
 - g. Treasurer's certificate.
15. A title which shall include:
 - a. Name of the subdivision.
 - b. Name of city, county and state.
 - c. Location and description of the subdivision referenced to section, range, township.
16. When individual sewage disposal devices have been installed, the certificate of the County Health Department shall accompany the plat.

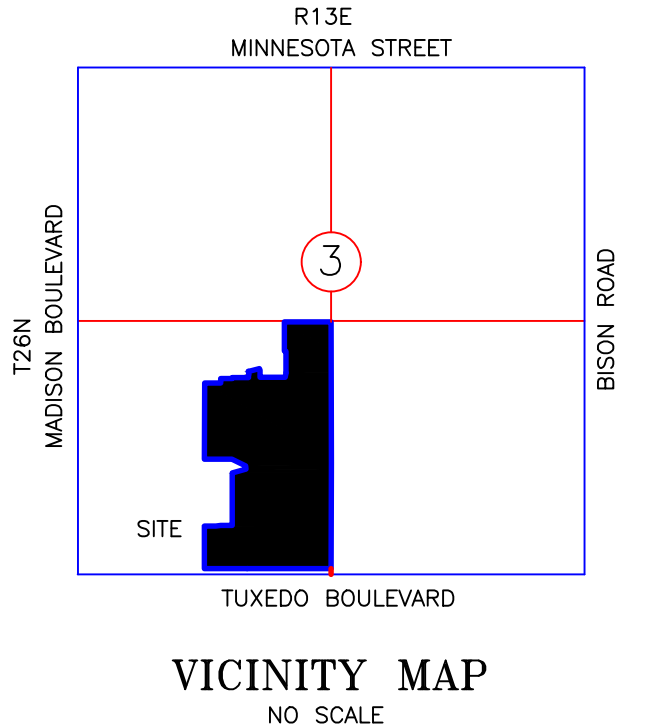
Recording. No Final Plat or other land subdivision instrument shall be filed in the office of the County Clerk until it shall have been approved by the City Planning Commission and City Council as required. All Final Plats shall be filed within two (2) years of the date of approval, and no lots may be sold from such plat until recorded.

STONEBRANCH 3RD ADDITION

THE FINAL PLAT FOR AN ADDITION TO THE CITY OF BARTLESVILLE
BEING A PART OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 13 EAST,
WASHINGTON COUNTY, OKLAHOMA.



LEGEND:
U/E = UTILITY EASEMENT
DR/E = DRAINAGE EASEMENT
CE = COMMON ELEMENTS
LCE = LIMITED COMMON ELEMENTS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	75.00	117.82	106.07	S 46°13'03\"/>	90°00'16.675\"/>
C2	100.00	65.99	64.80	N 17°41'04\"/>	37°48'28.892\"/>
C3	100.00	65.99	64.80	S 17°41'04\"/>	37°48'28.892\"/>
C4	530.00	31.86	31.85	N 02°59'46\"/>	3°26'37.850\"/>
C5	530.00	71.85	71.80	N 08°36'07\"/>	7°46'02.602\"/>
C6	530.00	275.39	272.30	N 27°22'16\"/>	29°46'16.368\"/>
C7	530.00	54.14	54.12	N 45°11'00\"/>	5°51'10.858\"/>
C8	300.00	214.64	210.09	S 68°36'23\"/>	40°59'35.520\"/>
C9	100.00	58.15	57.34	S 25°13'51\"/>	33°19'06.9045\"/>
C10	100.00	112.82	112.82	N 04°53'50\"/>	90°00'52.415\"/>
C11	75.00	52.17	51.13	N 71°16'50\"/>	39°51'22.7543\"/>
C12	75.00	65.57	63.56	S 26°17'01\"/>	50°08'15.2287\"/>
C13	500.00	81.95	81.88	N 84°22'45\"/>	87°23'26.6190\"/>
C14	470.00	77.03	76.95	S 84°22'45\"/>	87°23'26.6190\"/>
C15	530.00	54.79	54.76	S 86°06'47\"/>	5°55'21.7068\"/>
C16	25.00	19.70	19.20	S 23°20'57\"/>	45°09'36.3511\"/>
C17	53.00	65.36	61.30	N 04°53'50\"/>	70°18'23.8696\"/>
C18	53.00	59.67	56.54	N 56°59'04\"/>	64°30'15.2425\"/>
C19	53.00	59.67	56.54	S 56°20'12\"/>	64°51'12.9615\"/>
C20	53.00	65.04	61.03	N 04°53'50\"/>	70°18'23.8696\"/>
C21	25.00	19.70	19.20	N 21°49'00\"/>	45°09'36.3511\"/>
C22	100.00	28.17	28.07	S 09°17'03\"/>	16°08'18.1240\"/>
C23	25.00	23.08	22.27	S 09°05'59\"/>	52°54'07.8728\"/>
C24	45.00	77.02	61.96	S 13°29'08\"/>	39°03'57.6112\"/>
C25	45.00	59.48	55.25	S 79°36'52\"/>	75°44'12.3436\"/>
C26	25.00	23.08	22.27	N 68°11'50\"/>	52°54'07.8728\"/>
C27	100.00	10.22	10.22	N 10°22'16\"/>	35°12'5.6497\"/>
C28	15.00	23.56	21.21	S 46°12'59\"/>	89°59'06.3982\"/>
C29	125.00	16.03	16.02	S 04°53'52\"/>	7°20'52.4157\"/>
C30	15.00	23.56	22.59	S 72°40'59\"/>	87°40'43.4963\"/>
C31	125.00	16.29	16.28	N 04°53'50\"/>	70°18'23.8696\"/>
C32	25.00	28.39	26.89	S 15°34'36\"/>	65°03'57.6474\"/>
C33	45.00	29.44	28.92	N 29°22'04\"/>	37°29'02.8094\"/>
C34	45.00	49.98	47.45	N 47°45'19\"/>	63°38'10.5449\"/>
C35	45.00	58.39	54.38	S 89°49'09\"/>	74°20'25.0868\"/>
C36	25.00	37.29	33.93	S 84°37'14\"/>	85°27'38.4371\"/>
C37	15.00	21.10	19.40	S 01°35'49\"/>	80°35'10.8074\"/>
C38	560.00	79.12	79.06	N 02°59'46\"/>	3°26'37.850\"/>
C39	560.00	108.19	108.02	N 23°03'57\"/>	11°04'10.5639\"/>
C40	25.00	26.12	24.95	N 49°27'55\"/>	59°52'06.7219\"/>
C41	53.00	60.01	57.40	S 32°40'07\"/>	63°38'10.5449\"/>
C42	53.00	60.01	56.85	N 11°22'10\"/>	64°52'15.2511\"/>
C43	53.00	30.86	30.43	N 37°44'50\"/>	33°21'44.4527\"/>
C44	25.00	26.12	24.95	S 24°29'39\"/>	59°52'06.7219\"/>
C45	560.00	40.72	40.71	N 04°53'50\"/>	70°18'23.8696\"/>
C46	15.00	22.91	20.75	N 45°01'38\"/>	87°30'15.6761\"/>
C47	50.00	78.54	70.71	S 46°13'03\"/>	90°00'16.675\"/>
C48	130.00	38.92	37.79	S 74°36'59\"/>	33°12'23.6531\"/>
C49	100.00	61.11	60.18	S 40°30'25\"/>	35°00'44.7849\"/>
C50	100.00	57.96	57.15	S 74°36'59\"/>	33°12'23.6531\"/>
C51	15.00	23.56	21.21	S 46°13'03\"/>	90°00'16.675\"/>
C52	560.00	79.12	79.06	N 02°59'46\"/>	3°26'37.850\"/>
C53	53.00	37.35	36.58	S 49°33'10\"/>	40°22'37.1561\"/>
C54	53.00	53.21	51.01	N 81°29'42\"/>	67°31'39.7917\"/>
C55	53.00	89.81	85.00	S 25°48'26\"/>	63°38'10.5449\"/>
C56	53.00	89.81	85.00	N 28°02'43\"/>	63°51'02.9623\"/>
C57	53.00	53.40	51.17	S 83°50'04\"/>	57°43'38.9863\"/>
C58	53.00	57.35	56.58	N 47°06'48\"/>	40°22'37.1561\"/>
C59	15.00	23.56	21.21	N 46°13'11\"/>	90°00'00.0000\"/>
C60	75.00	38.27	37.86	N 13°23'58\"/>	29°14'17.2221\"/>
C61	75.00	11.22	11.21	N 32°18'12\"/>	8°34'11.6771\"/>
C62	125.00	82.48	81.00	N 17°41'04\"/>	37°48'28.892\"/>
C63	15.00	23.56	21.21	N 43°48'49\"/>	90°00'00.0000\"/>
C64	15.00	23.56	21.21	S 54°43'02\"/>	90°00'00.0000\"/>
C65	53.00	48.77	47.07	S 73°32'05\"/>	52°43'25.1676\"/>
C66	53.00	48.77	47.07	N 23°01'04\"/>	68°23'44.1007\"/>
C67	53.00	44.76	43.45	S 25°22'02\"/>	48°23'34.8488\"/>
C68	53.00	48.85	47.14	S 75°58'02\"/>	52°48'25.4912\"/>
C69	53.00	45.31	45.06	S 52°16'37\"/>	50°24'15.2658\"/>
C70	15.00	23.56	21.21	N 46°13'11\"/>	90°00'00.0000\"/>
C71	75.00	49.49	48.60	N 17°41'04\"/>	37°48'28.892\"/>
C72	125.00	45.31	45.06	N 26°12'08\"/>	20°45'59.5255\"/>
C73	125.00	37.18	37.04	S 07°05'46\"/>	17°02'24.3737\"/>
C74	15.00	23.56	21.21	N 43°48'49\"/>	90°00'00.0000\"/>
C75	15.00	23.56	21.21	S 44°58'22\"/>	92°29'38.3299\"/>
C76	15.00	22.91	20.75	N 01°35'49\"/>	80°35'10.8074\"/>
C77	15.00	23.56	21.21	N 43°48'49\"/>	90°00'00.0000\"/>
C78	500.00	107.18	106.97	N 16°11'47\"/>	12°16'53.3228\"/>
C79	500.00	170.42	169.59	N 32°08'04\"/>	19°31'41.8539\"/>
C80	500.00	54.49	54.42	N 04°53'50\"/>	70°18'23.8696\"/>
C81	270.00	167.08	164.42	N 65°50'14\"/>	35°27'17.8822\"/>
C82	270.00	26.10	26.09	N 86°20'02\"/>	5°32'17.6379\"/>
C83	25.00	19.70	19.20	S 23°20'57\"/>	45°09'36.3511\"/>
C84	53.00	36.48	35.77	S 65°27'40\"/>	39°26'54.2635\"/>
C85	53.00	61.50	58.11	N 61°34'23\"/>	66°28'58.6990\"/>
C86	53.00	54.53	52.50	N 01°23'58\"/>	87°30'15.6761\"/>
C87	53.00	58.66	53.14	S 10°28'59\"/>	61°10'28.6915\"/>
C88	53.00	41.48	40.43	S 66°21'41\"/>	44°50'13.5059\"/>
C89	25.00	19.70	19.20	S 66°31'23\"/>	45°09'36.3511\"/>
C90	330.00	16.06	16.06	N 87°43'08\"/>	24°17'05.577\"/>
C91	330.00	111.84	111.31	N 76°36'20\"/>	19°25'06.9211\"/>
C92	330.00	108.20	107.72	N 57°30'11\"/>	18°47'11.5433\"/>
C93	560.00	13.68	13.68	N 01°35'49\"/>	80°35'10.8074\"/>
C94	15.00	23.56	21.21	S 87°35'29\"/>	91°23'59.7183\"/>
C95	75.00	43.61	43.00	S 25°13'51\"/>	33°19'06.9045\"/>
C96	75.00	9.62	9.61	N 04°53'52\"/>	7°20'52.4157\"/>
C97	15.00	23.57	21.22	S 43°43'01\"/>	90°00'52.4157\"/>
C98	50.00	78.53	70.71	S 46°12'43\"/>	89°59'06.3982\"/>
C99	125.00	34.29	34.18	S 09°04'33\"/>	15°43'05.2593\"/>
C100	109.98	146.81	146.26	S 10°55'34\"/>	24°16'56.4908\"/>

LINE	BEARING	DISTANCE
L1	S 01°12'54\"/>	47.35
L2	S 01°12'54\"/>	12.00
L3	N 01°12'54\"/>	27.41
L4	S 23°44'41\"/>	16.66
L5	S 01°12'54\"/>	20.00
L6	S 73°50'52\"/>	20.00
L7	N 01°13'11\"/>	W 59.03
L8	N 01°13'11\"/>	W 109.37
L9	S 01°13'11\"/>	W 19.03
L10	N 01°13'11\"/>	W 19.03
L11	S 88°46'49\"/>	W 22.52
L12	N 88°46'49\"/>	W 22.52
L13	S 88°46'49\"/>	W 44.46
L14	N 88°46'49\"/>	W 44.46
L15	N 38°38'51\"/>	E 24.85

LEGEND:
U/E = UTILITY EASEMENT
DR/E = DRAINAGE EASEMENT
CE = COMMON ELEMENTS
LCE = LIMITED COMMON ELEMENTS
LNA = LIMITS OF NO ACCESS

PROPERTY DESCRIPTION:
THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THREE (3) IN TOWNSHIP TWENTY-SIX (26) NORTH OF RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, LESS AND EXCEPT THE SOUTH 60.00 FEET THEREOF AND LESS AND EXCEPT THE FOLLOWING TRACTS OF LAND:

A TRACT OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 3/8\"/>

1652 S.E. WASHINGTON BLVD.
BARTLESVILLE, OKLAHOMA 74006
(918) 335-5071
email: fielderlandsurveying@gmail.com

PREPARED FOR: TAYLORKIMREY, L.L.C. ATTN: MR. BRENT TAYLOR BARTLESVILLE, OKLAHOMA 74006	DATE: NOVEMBER 29, 2022	SCALE: 1\"/>
OK C.A. NO. 8833 EXP. 6/30/24	SHEET 1 OF 2	

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on an application for release of City liens by Kyle Persaud on behalf of Caleb Swanson, for property located at 818 SE Seneca Avenue, legally described as Lot 12, Block 7, Guthrie Addition, Bartlesville, Washington County, Oklahoma.

Attachments:

- Exhibit A:** Application
- Exhibit B:** Treasurer’s Deed

II. STAFF COMMENTS AND ANALYSIS

Kyle Persaud, representing Caleb Swanson, has filed an application (**Exhibit A**) requesting that the City release its liens on a vacant lot located at 818 SE Seneca Avenue. Mr. Swanson purchased this property on June 13, 2022 from the County Treasurer at the County’s tax resale auction of tax delinquent properties, held annually the second Monday in June (see Treasurer’s Deed at **Exhibit B**).

Location Map



Mr. Swanson paid \$482.41 for the vacant lot. The County Assessor lists the land value at \$3,170. The City liens on the property amount to \$6,599.67 for the City’s expense in removing a

dilapidated structure in 2018, and for cleaning and mowing the property on six separate occasions from March 2018 to March 2022, summarized in the table below.

Lien Summary

818 SE SENECA LOT 12, BLOCK 7, GUTHRIE'S ADDITION, BARTLESVILLE, WASHINGTON, COUNTY		
Recording Date	Type of Lien	Dollar Amount
3/29/2022	Weeds and Trash	\$181.34
7/12/2021	Cleaning and Mowing	\$206.99
4/27/2021	Cleaning and Mowing	\$205.91
8/2/2019	Cleaning and Mowing	\$178.23
10/5/2018	Removal of Dilapidated Structure	\$5,400.00
8/24/2018	Cleaning and Mowing	\$260.96
3/16/2018	Cleaning and Mowing	\$166.24
3/8/2018	Notice of Dilapidation and Lien	None; Notice to owner that property may be demolished by City after 30 days
TOTAL		\$6,599.67
Note: Does not include County interest and administrative fees		

Mr. Persaud states in the application that Mr. Swanson wishes to build a modular home on the lot. Information on that home is attached to his application in **Exhibit A**. Mr. Persaud further states that if the City does not release these liens, Mr. Swanson likely will not be able to pay the liens off, the property will remain vacant, and it would likely be sold again at a future County tax resale. He states that the City will derive no benefit from continuing to enforce the liens.

City staff responds that most of the lien amount comes from the removal of a dilapidated structure on the lot, at public expense, that was determined through a code enforcement hearing process to be a nuisance and a hazard to the health, safety, or welfare of the general public. City staff is now trying to recover those public funds. The removal of the dilapidated structure would have been a necessary site development cost for any future owner of the property. The applicant is in effect requesting public funds to pay for a private development cost. Mr. Swanson can arrange for a payment plan with the City to pay the liens off in installments. Alternatively, he can sell the lot to an affordable housing provider in the community, that would qualify for a lien release.

Because public funds are spent in abating properties, City staff requires applicants to show a *municipal public purpose* in a lien release, in order for Staff to recommend approval. A municipal public purpose may be shown by the following:

- A. The market value of the property is less than the lien amount and recording costs associated with the lien; and
- B. The applicant plans imminent development of the property providing *measurable value* to the city by increasing the tax base, creating jobs, or providing other measurable value to the city; and

- C. The *measurable value* is equal to or greater than the City's costs of abatement, or otherwise fulfill a *municipal public purpose* as determined by City Council; and
- D. Any lien release will be effective only upon completion of the project and issuance of a certificate of occupancy. The City may require that the applicant enter into an agreement to complete the project, and may require financial security to ensure completion.

City staff estimates that the proposed house on the property would not generate property tax to the City in an amount equal to or greater than the amount of the liens.

III. RECOMMENDED ACTION

Staff recommends denial of the application for release of the City liens, unless the applicant can show a municipal public purpose for the lien releases, by showing one of the following:

1. Measurable value to the public through future property tax revenues to the City, in an amount equal to or greater than the City's cost of abatement, or
2. A *municipal public purpose* as determined by City Council. City Council has found a municipal public purpose for a lien release for construction of one single-family residence where the owner was a recognized provider of affordable housing to the community (for example, Nehemiah Community Development Corporation, and Habitat for Humanity), and the owner entered into an agreement with the City.

Please place this item on the City Council agenda for Tuesday, January 3, 2023 for its consideration.

EXHIBIT A



City of Bartlesville CITY LIEN RELEASE / MODIFICATION POLICY AND APPLICATION INSTRUCTIONS

It is the policy of the City of Bartlesville to promote revitalization and reinvestment in derelict property in the city that may be difficult to develop because of accumulated code enforcement and abatement related liens.

It is also the City's policy to be responsible stewards of public money, and to recover public money spent on abatement of derelict properties that violate city code and that endanger life, health, safety welfare, and property values of the community.

To implement both of these policies, the City allows property owners to apply for a partial or full release of certain code enforcement and abatement related liens under particular circumstances. Applications are heard by City Council.

Conditions for application:

1. Only the owner of the subject property may apply.
2. The applicant shall affirm that *at the time the lien(s) were incurred, the applicant was not an owner of the property*, an agent or other representative of the owner of the property, related to the owner of the property, or an officer, director, employee, or agent of an entity that owned the property.
3. The property currently is being maintained in accordance with City Code.
4. Any new liens levied during the applicant's ownership of the property must be paid in full prior to or simultaneously with this application.
5. The attached application must be complete to be accepted, along with a non-refundable application fee of \$50, paid at the time of application submission.
6. Fees for recording/releasing the liens must also be paid by the applicant.
7. The release of the city lien(s) must fulfill a *municipal public purpose*.
8. **Abatement liens and municipal public purpose.** Where the property has city lien(s) for the cost of abatement of the property by the City (for example, mowing, clean up, or demolition and removal of a dilapidated structure), an applicant must meet at least the following criteria to show a *municipal public purpose* and be eligible for a release of abatement liens:

A. The market value of the property (as determined by the County Assessor) is less than the lien amount and recording costs associated with the lien.

B. *Measurable value.* The applicant must have planned imminent development of the property through new construction, substantive rehabilitation, or other development project on the property that will provide *measurable value* to the city by increasing the tax base, creating jobs, or providing other measurable value to the city.

C. The *measurable value* provided to the city shall be equal to or greater than the City's costs of abatement (including the recording and administrative costs associated with the lien(s) and their release), or otherwise fulfill a *municipal public purpose* as determined by City Council.

D. Any lien release based upon a proposed development of the property will be effective only upon completion of the project, as evidenced by a final inspection, certificate of occupancy, or similar documentation. The City may require that the applicant enter into an agreement to complete the project, and may require financial security to ensure completion.



CITY LIEN RELEASE / LIEN MODIFICATION APPLICATION

SUBJECT PROPERTY INFORMATION (all information is required; attach additional sheets if needed)		
Street Address: 818 S. Seneca	Existing Use(s) on Property: vacant land	Zoning District: RS-5
Parcel ID Number: 01045-007012-000000-01	Tax Assessor's Account #: 740012440	Proposed Use(s) on Property: building a home
Proposed Rezoning: NA		
Legal Description (attach additional sheet(s) if needed): Lot 12, Block 7 Guthrie Addn		
Code Violation(s)/Abatement Action(s): See documents attached as Exhibit "A"	Dollar Amount of Lien(s) \$6,599.67	
APPLICANT INFORMATION (all information is required)		
Property Owner & Applicant Name: Caleb Swanson		
Mailing Address: 1432 S. Oak		
City, State, Zip Bartlesville, OK 74003		
Telephone: 918-333-2220		
Email: CSWANSON910@gmail.com		
<ul style="list-style-type: none"> • Have the violation(s) on the subject property been corrected? Enter "Yes" or "No": Yes • Date(s) when the subject property was brought into compliance: See Exhibit A • Were you the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed? Enter "Yes" or "No": NO • If so, how many days elapsed from the date of the violation notice to the date of compliance? • If you were not the property owner, or an agent, representative, or a relative of the owner, at the time the violation occurred and the lien was imposed, were you aware of the lien when you acquired the property? Enter "Yes" or "No": • If the property was not in compliance at the time you acquired the property, how many days from the time of acquisition did it take for you to come into compliance? 		
Provide the factual basis upon which the application for release of the lien should be granted. (Attach additional sheets if needed). See Exhibit B and C		

Please submit the following items in order to complete the application:

Reimbursement to City for recording costs for the original lien(s), plus the release of the lien(s). Costs are due at the time of application, along with \$50 application fee.

Letter of authorization. If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

Corporate documents. If the applicant/owner is representing a company, articles of incorporation or other organizational document which show the applicant/owner is authorized to represent the company is required. A data record printout from the Oklahoma Secretary of State's office website may also be provided.

Additional information (optional). Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, plans, and documentation of any financial investment made to improve the property.

INSPECTION

Inspection of the property must be performed prior to scheduling this Application for consideration by City Council.

Applicant's signature below shows consent to such inspections.

AFFIDAVIT:

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

I, Kyle Persaud, being first duly sworn, depose and say that:

[check one]:

I am the owner of the subject property, or if a corporation, I am the officer of the corporation, or if another business entity, I am the principal or agent, authorized to act for the owner on this application.

I am the legal representative of the owner, and a notarized letter of authorization or agent affidavit accompanies this application, unless the applicant is the attorney representing the owner.

I was *not* the property owner at the time the violation(s) occurred and the lien(s) was/were imposed on the subject property, nor was I an agent, representative, or a relative of such property owner.

I consent to City Staff's inspection of the property before the application is brought before the Code Compliance Hearing Board and City Council.

Kyle Persaud
Applicant Name (Print)

Kyle Persaud
Applicant Signature

The foregoing instrument was sworn to and subscribed before me this 18 day of October 2022, by Kyle Persaud, who is personally known to me, or has produced _____ as identification.

Notary Public: LA Black-Cunningham
Printed Name: Leigh Ann Black-Cunningham

LA BLACK-CUNNINGHAM
Notary Public, State of Oklahoma
Commission #22005308
My Commission Expires APRIL 12, 2026

[Notary Seal]

Office Use Only:

Received by: _____ Date: _____

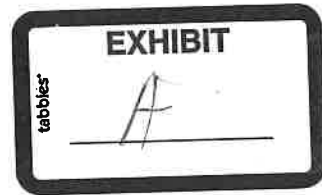
Date: 5/7/2021

818 SE SENECA LOT 12, BLOCK 7, GUTHRIE'S ADDITION, BARTLESVILLE, WASHINGTON, COUNTY

Recording Date	Type of Lien	Dollar Amount
3/29/2022	Weeds and Trash	\$181.34
7/12/2021	Cleaning and Mowing	\$206.99
4/27/2021	Cleaning and Mowing	\$205.91
8/2/2019	Cleaning and Mowing	\$178.23
10/5/2018	Removal of Dilapidated Structure(s)	\$5,400.00
8/24/2018	Cleaning and Mowing	\$260.96
3/16/2018	Cleaning and Mowing	\$166.24
3/8/2018	Notice of Dilapidation and Lien	None; Notice to owner that property may be demolished by City after 30 days

TOTAL

\$6,599.67 Note: Does



not include County interest and yearly fees



**NOTICE OF PUBLIC NUISANCE AND LIEN
WEED AND TRASH ACCUMULATION**
City of Bartlesville, Oklahoma
City Clerk's Office
401 S. Johnstone Ave., Bartlesville, OK 74003

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

Case Number: WT-0322-0193

NOTICE IS HEREBY GIVEN as follows:

In accordance with the provisions of Title 11 O.S. 22-111, the undersigned, being the duly appointed City Clerk of the City of Bartlesville, Oklahoma, hereby advises that on 03/24/2022, the real property located at 818 SE SENECA and legally described as follows, to wit:

Legal Description: LOT 12 BLK 7 GUTHRIE ADDN, Bartlesville, Washington County, Oklahoma

was found to have located thereon a public nuisance, specifically a weed and trash accumulation as defined under the provisions of Title 11 O.S. 22-111, and further that such nuisance has been abated by the City of Bartlesville, Oklahoma by mowing, cleaning or other procedure necessary, to correct the public nuisance conditions upon said property.

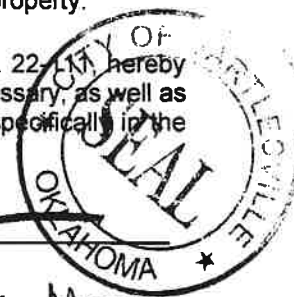
The undersigned hereby states that the City of Bartlesville, Oklahoma in accordance with Title 11 O.S. 22-111 hereby claims a lien on the aforesaid property for the actual costs of mowing, cleaning or other procedures necessary, as well as any additional costs related thereto, incurred by the City of Bartlesville, Oklahoma, said actual costs specifically in the amount of \$181.34. All costs herein shall be the personal obligation of the property owner.

Date of Lien Notice: **03/28/2022**

CITY SEAL

Jason Muninger
Jason Muninger, City Clerk

City of Bartlesville *By Regina Mouser*



STATE OF OKLAHOMA)
)ss.
COUNTY OF WASHINGTON)

Before me, the undersigned Notary Public in and for said County and State, on this 28th day of March, 2022 personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Bartlesville, for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.
My Commission Expires: Jan. 17, 26

Karen M. Tanner
Notary Public



VIEW ADDITIONAL LAND RECORDS
I-2022-002605 Book 1198 Pg 3596
03/29/2022 10:10am Pg 3596-3596
Fee: \$18.00 Doc: \$0.00
Annette Smith - Washington County Clerk
State of Oklahoma

OKCOUNTYRECORDS.COM





CS

CITY OF BARTLESVILLE
401 S. Johnstone
Bartlesville, OK 74003
NOTICE OF LIEN

Date of Summary Abatement notification by mailing on 7/2/2021. Case # WT-21-491.
Date of last notice by mailing (3/31/2021) and originating case # WT-21-087

State of Oklahoma)
)ss.
County of Washington)

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots, Bartlesville, Washington County, Oklahoma.

On (7/1/2021), the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$206.99.

7-12-21

Date

Jason Muninger
City Clerk Jason Muninger by Gina Vaught
City of Bartlesville



Acknowledgement

State of Oklahoma)
)ss.
County of Washington)

Before me, the undersigned Notary Public in and for said County and State, on this 12th day of July, 2021, personally appeared Gina Vaught, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires:

June 7, 2022
02009534



CS

CITY OF BARTLESVILLE
401 S. Johnstone
Bartlesville, OK 74003
Case # WT-21-087



NOTICE OF LIEN

State of Oklahoma)
)ss.
County of Washington)

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots
Bartlesville, Washington County, Oklahoma,

On (4/15/2021), the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$205.91.

April 27, 2021
Date

Jason M. Muninger
City Clerk Jason Muninger
City of Bartlesville

by Rhonda Branson



Acknowledgement

State of Oklahoma)
)ss.
County of Washington)

April, 2021, Before me, the undersigned Notary Public in and for said County and State, on this 27th day of April, 2021, personally appeared Rhonda Branson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: June 7, 2022
02009534



VIEW ADDITIONAL LAND RECORDS AT

OKCOUNTYRECORDS.COM

CITY OF BARTLESVILLE
401 S. Johnstone
Bartlesville, OK 74003
Case # WT-19-379



mks

I-2019-005861 08/02/2019 3:13 pm
Book 1171 Page(s) 3471-3471
Fee: \$ 13.00 Doc: \$ 0.00
Annette Smith - Washington County Clerk
State of Oklahoma

NOTICE OF LIEN

State of Oklahoma)
)ss.
County of Washington)

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots
Bartlesville, Washington County, Oklahoma.

On (6/27/2019), the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$178.23.

August 2, 2019
Date

Jason M
City Clerk Jason Muninger
City of Bartlesville



Acknowledgement

by Rhonda Branson

State of Oklahoma)
)ss.
County of Washington)

August 2, 2019 Before me, the undersigned Notary Public, and for said County and State, on this *2nd* day of *August*, 2019, personally appeared *Rhonda Branson* to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public



My Commission Expires: *June 7, 2022*
02009534

BK 1171 PG 3471

CITY OF BARTLESVILLE
COMMUNITY DEVELOPMENT
401 S. JOHNSTONE
BARTLESVILLE, OKLAHOMA 74003
918-338-4244

BK 1165 PG 0974

NOTICE OF LIEN DS-18-029 re: Dilapidated/Unsecured Structure- (Single Family Dwelling & Detached Garage)

I, the undersigned City Clerk of the City Of Bartlesville, do hereby give notice that on (3/7/2018), the City Manager or his designee of the City Of Bartlesville, Oklahoma found that the structure(s) on the following described property is dilapidated and or unsecured and has become detrimental to the health, safety, or welfare of the general public and the community, or created a fire hazard which is dangerous to other property; said property being described as the following:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots , Bartlesville, Washington County, Oklahoma

The City Of Bartlesville, Oklahoma claims a lien on said property for the the costs of the action, said costs for the actual performance of the work was in the amount of (\$5,400.00).

Dated October 5, 2018
Jason Muninger
Interim City Clerk Jason Muninger
by Rhonda Branson



Acknowledgement

State of Oklahoma)
)ss.
County of Washington)

Before me, the undersigned Notary Public in and for said County and State, on this 5th day of October, 2018, personally appeared Rhonda Branson to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: June 7, 2022
02009534
(Seal)



SB I-2018-007260 10/05/2018 2:15 pm
Book 1165 Page(s) 0974-0974
Fee: \$ 13.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma

VIEW ADDITIONAL LAND RECORDS AT
OKCOUNTYRECORDS.COM

I-2018-006150 08/24/2018 1:26 pm
Book 1164 Page(s) 1252-1252
Fee: \$ 13.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma



CITY OF BARTLESVILLE
401 S. Johnstone
Bartlesville, OK 74003
NOTICE OF LIEN

BR16161252

Date of Summary Abatement notification by mailing on 7/18/2018, Case # WT-18-446.
Date of last notice by mailing (2/20/2018) and originating case # WT-18-092

State of Oklahoma)
)ss.
County of Washington)

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots , Bartlesville, Washington County, Oklahoma,

On (7/17/2018), the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$260.96 .

August 24, 2018
Date
Mild Bair
City Clerk
City of Bartlesville
by Rhonda Branson



Acknowledgement
State of Oklahoma)
)ss.
County of Washington)

Before me, the undersigned Notary Public in and for said County and State, on this 24th day of August, 2018, personally appeared Rhonda Branson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: June 7, 2022
02009534



VIEW ADDITIONAL LAND RECORDS AT
OKCOUNTYRECORDS.COM

CITY OF BARTLESVILLE
401 S. Johnstone
Bartlesville, OK 74003
Case # WT-18-092



1-2018-001795 03/16/2018 4:04 pm
Book 1160 Page(s) 3394-3394
Fee: \$ 13.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma

NOTICE OF LIEN

State of Oklahoma)
)ss.
County of Washington)

NOTICE IS HEREBY GIVEN that the City of Bartlesville, Oklahoma, claims a lien on the property in Washington County, Oklahoma, described as follows:

818 S SENECA AVE
LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots
Bartlesville, Washington County, Oklahoma,

On (3/7/2018), the Hearing Officer ordered that said property be cleaned and the nuisance abated.

The City of Bartlesville claims a lien on the property for the costs of cleaning, mowing and related expenses, including administrative processing costs at \$166.24 .

March 16, 2018
Date

Mike Bailey
City Clerk Mike Bailey
City of Bartlesville

by Rhonda Branson



Acknowledgement

State of Oklahoma)
)ss.
County of Washington)

Before me, the undersigned Notary Public in and for said County and State, on this 16th day of March, 2018, personally appeared Rhonda Branson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public



My Commission Expires: June 7, 2018
02009534

BK 1160 PG 3394

CITY OF BARTLESVILLE
401 S. JOHNSTONE
BARTLESVILLE, OKLAHOMA 74003

NOTICE OF DILAPIDATION AND LIEN
ON CERTAIN REAL PROPERTY
3/8/2018

To: THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA RE: DS-18-029

PURSUANT to Title 11 SS 22-112(3), the City Clerk of the City of Bartlesville, Oklahoma hereby files this Notice of Dilapidated Building and Lien on the below listed property for the expense and cost of the City of Bartlesville or its agent(s) to dismantle and remove the dilapidated structure(s) located on said property: ADDRESS: 818 S SENECA AVE

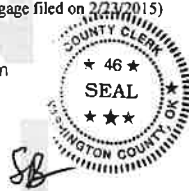
Complaint Type: Dilapidated/Unsecured Structure- (Single Family Dwelling & Detached Garage)

OWNER: GOODELL, GERALD G 818 S SENECA AVE BARTLESVILLE OK 74003-0000

MORTGAGEE: BOKF, NA dba BANK OF OKLAHOMA P O BOX 2864 TULSA, OK. 74101-2864 (Per mortgage filed on 2/23/2015)

Other Mortgage Holder

1-2018-001513 03/08/2018 1:23 pm
Book 1160 Page(s) 2664-2664
Fee: \$ 13.00 Doc: \$ 0.00
Marjone Parrish - Washington County
State of Oklahoma



Additional Mortgage Holder/Person of Interest

LEGAL DESCRIPTION: LOT 12 BLK 7 GUTHRIE ADDN 1.00 Lots , BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

ALSO NOTE: The City of Bartlesville City Manager or his designee certified the structure(s) located on the above referenced property to be dilapidated at a hearing on 3/7/2018

The hearing officer found that through neglect or injury the property lacks necessary repairs or is otherwise in a state of decay or partial ruin to such extent that said structure is a hazard to the health, safety or welfare of the general public. The Hearing Officer or his designee will cause the dilapidated building(s) to be torn down and removed.

The Hearing Officer or his designee has set the following reasonable dates for the commencement and completion of the demolition, during which time you may remove the structure and thereby resolve this health, safety and welfare concern. You must obtain a permit from the City Building official or his designee before the demolition can be commenced. This permit must be obtained by the commencement date as noted below.

Commencement Date: 3/9/2018

Completion Date: 4/10/2018

If you do not have the structure(s) dismantled and removed so as to eliminate the health, safety and welfare concern, the City of Bartlesville or it's agents, without further notice, will commence dismantling and removal of the structure(s). Should you fail to dismantle and remove said structure(s) within the aforementioned dates, and it is necessary that the City or it's agent(s) perform these duties, you are hereby advised that all contents within this dilapidated building(s) will also be demolished, dismantled, and removed.

The City of Bartlesville, claims a lien on this property for the dismantling and removal costs and the interest thereon, and such costs and interest thereon are the personal obligation of the property from and after the date of filing this Notice of Dilapidation and Lien. The amount of said lien will be provided once the dismantling and removal is completed.

I certify that this Notice of Dilapidation and Lien is correct and true pursuant to the

March 8, 2018
Date

City of Bartlesville

City Clerk Mike Bailey

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

Before me, the undersigned Notary Public in and for said County and State, on this 8th day of March, 2018, personally appeared Rhonda Branson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its City Clerk, and acknowledged to me that he executed same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said City of Bartlesville, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

June 7, 2018
02009534



Notary Public
[Signature]



OKCOUNTYRECORDS.COM

BK 1160PG2664



My client, Mr. Swanson is requesting that the City release this lien. The following facts are pertinent:

- Mr. Swanson purchased the property for \$482.41.
- The lien on the property is for \$6,599.67.
- The property is now a vacant lot, because the City demolished the home that had been there.
- Mr. Swanson wishes to build a modular home on the property. See Exhibit "C" for information about a modular home.
- If the City does not release the lien, Mr. Swanson will not likely be able to pay the lien off, and the property will remain dormant. Mr. Swanson would not be willing to build a modular home on the property. It will likely be sold again at a tax resale. The City will not likely collect the money owed it. Therefore, in this particular case, the City will derive no benefit from continuing to enforce the lien.

The Advanced Systems Homes Story

\$ Contract Pricing

✎ Full Customization

🔑 Turn-Key Faster

7 TIPS TO GET YOU
IN YOUR HOME FASTER.

The ASH story begins with founder Bill Ketterlin, who was a builder in Tipton, Missouri. Bill was a traditional builder who was always coming up with innovative ways to make things work. Eventually he became frustrated with the challenges of on-site, stick built construction. The weather would often cause persistent delays. The subcontractors were unreliable and lacked the skills to build the quality home he expected. Materials were another issue. The timing of materials was inconsistent, and more often than not, materials were subjected to the harmful effects of the elements. He sensed there had to be a better way.



He researched the manufactured home industry. Dwellings were constructed, inside a facility, under the protection of a roof but he disliked their cheap construction methods and building materials. So he adapted the building "inside" concept, added his attention to quality, and began constructing custom modular homes inside a production facility. Upon completion, the home was easily transported to its final site, set, and ready. From dirt to done, homes were fully completed in less than three months time.

CALL NOW 📞

passed his legacy onto our father, who has in-turn passed it down to us, his sons, Scott and Darin Luebbering.



Chanute Modular Home Model

Chanute, Kansas
4711 S Santa Fe Avenue
Chanute, KS 66720

Take a Tour

Model Home Hours:
Monday-Friday: 8:00AM to 5:00PM
Saturday: 10:00AM to 4:00PM

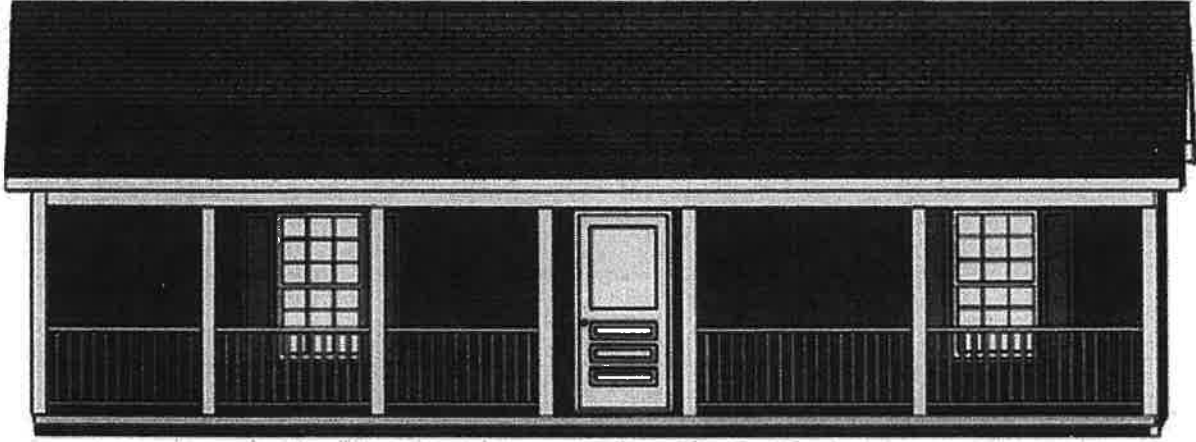
1.800.444.9652

CONTACT US

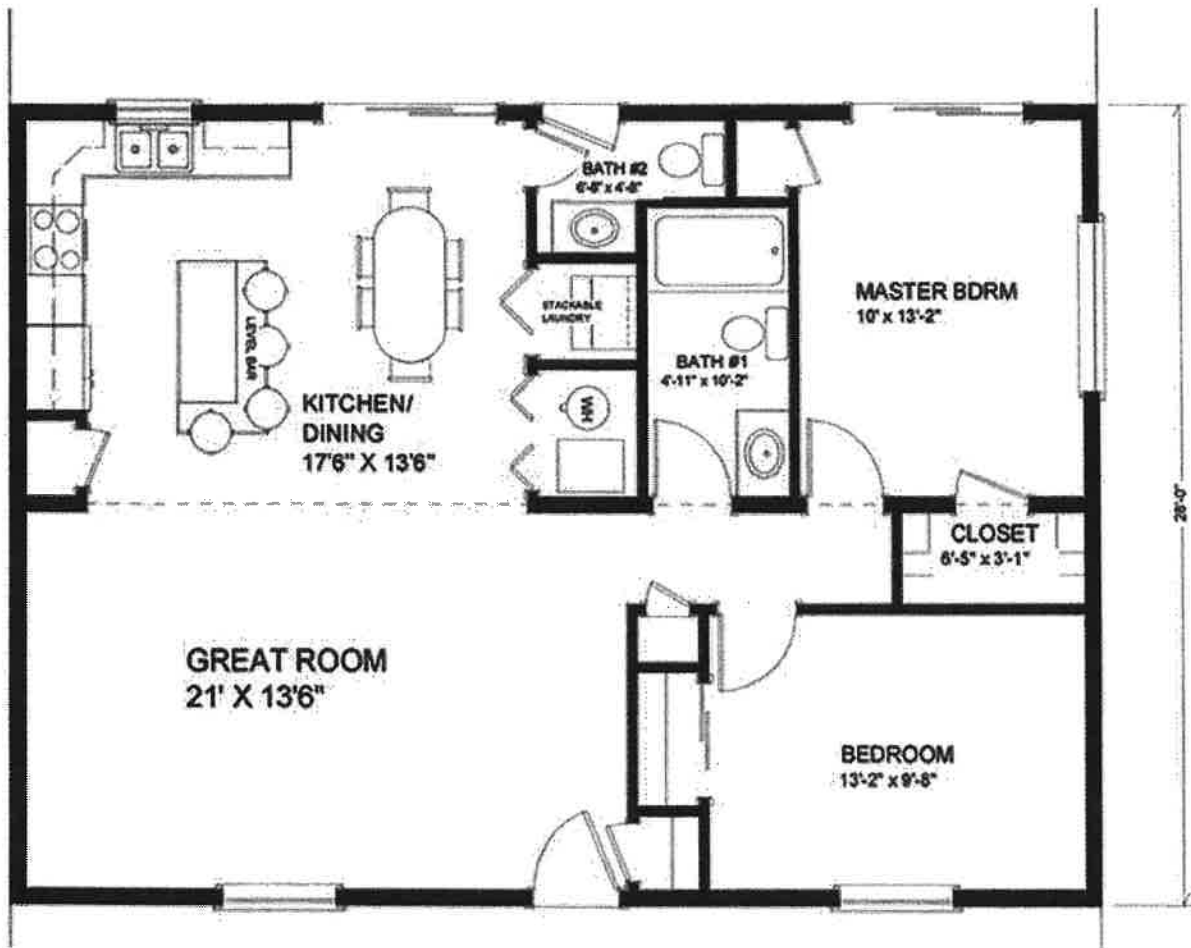
GET DIRECTIONS

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CALL NOW 



Earnhart



Earnhart



COUNTY TREASURER'S RESALE DEED
(INDIVIDUAL)

WHEREAS, MELISSA THORNBRUGH, County Treasurer
of WASHINGTON COUNTY, State of Oklahoma, on June 13, 2022,
sold separately and singly, in the manner provided by law, at tax resale and CALEB SWANSON
bid in for CALEB RANDALL SWANSON, 1432 S OAK AVE BARTLESVILLE, OK 74003
the real estate hereinafter described, and

WHEREAS, all proceedings, notices and duties provided, required and imposed by law prerequisite to the vesting of authority in
said County Treasurer to execute this resale deed have been followed, given, complied with and performed, and

WHEREAS, the said MELISSA THORNBRUGH, County Treasurer
is now by law vested with power and authority to execute this resale deed,

NOW, THEREFORE, this indenture made on June 13, 2022, between
the State of Oklahoma, by MELISSA THORNBRUGH, the Treasurer of
WASHINGTON COUNTY, of the first part, and CALEB RANDALL SWANSON,

of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total sum
paid, to-wit 482.41

hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, his
(or her) heirs, executors, administrators, and assigns, forever, the following separately described tracts, parcels, or lots of land so sold
separately and singly for the amount bid in the total sum set opposite each, all of said tracts, parcels, or lots of land being located in
WASHINGTON COUNTY, Oklahoma to-wit:

DESCRIPTION	City, Town or Subdivision BaseID	Sec.	Twp. or Blk.	Rng. or Lot	Amount (Bid on each)
LOT 12 BLK 7 GUTHRIE ADDN	BARTLESVILLE 12440				482.41

To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the second part,
his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer of said County
is empowered by law to sell the same.

In testimony whereof, the MELISSA THORNBRUGH, Treasurer of said
WASHINGTON COUNTY, State of Oklahoma, has hereunto set his hand and seal the day and year
aforesaid.

ATTEST:

STATE OF OKLAHOMA

(SEAL)



By Melissa Thornbrugh
County Treasurer

ACKNOWLEDGMENT

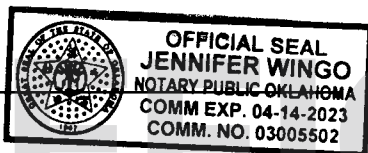
STATE OF OKLAHOMA }
WASHINGTON COUNTY } ss.

Before me, the undersigned, a Notary Public, within and for the above named County and State, on June 13, 2022 personally appeared MELISSA THORNBRUGH to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year above written.

(SEAL)

My commission expires



Notary Public
(Or County Clerk)

No. _____

COUNTY TREASURER'S
RESALE TAX DEED

FROM _____ COUNTY
STATE OF OKLAHOMA
TO

STATE OF OKLAHOMA, }
County } ss.

Filed in the office of County Clerk for record
on this day of _____
at _____, and recorded in
Book _____ of _____ on page _____

County Clerk

By _____ Deputy

VIEW ADDITIONAL LAND RECORDS AT

OKCOUNTYRECORDS.COM

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation and action on agreement between the City of Bartlesville and 4F Sports, LLC for the lease and operation of the Price Fields Complex.

Attachments:

4F Sports, LLC RFQ Submission
Agreement between City and 4F Sports, LLC
Forms 1-4

II. STAFF COMMENTS AND ANALYSIS

Over the past several years, the management of our sports fields has undergone several transitions. In the recent past, the City was responsible for all maintenance and leased the facilities directly to user groups.

In an effort to expand utilization of the fields and better organize youth athletics in Bartlesville, the City contract with the YMCA. Under this agreement, the YMCA leases the fields from the City and, as governed by the terms of the contract, subleases the fields to the user groups. Under this arrangement, the City is still responsible for the maintenance of the facilities.

During the budget process, Vice Mayor Curd and Councilmember Dorsey expressed an interest in exploring more effective methods of managing and maintaining the fields. To this end, Staff conducted a best practices review of the most successful youth baseball/softball field operations in the Tulsa area. The results of this review indicated that most of the successful baseball/softball complexes use a similar model. In this common model, the City leases the facility directly to a competent user group who is responsible for maintenance and operations of the complex.

Key to the success of this model seems to be aligning authority and responsibility. For example, if the user group will be allowed to make their own rainout calls, then they also have to be responsible for maintenance and any issues caused by rainout calls. Through this combination of authority and responsibility, most complexes have seen increased use of their facilities and increased satisfaction of participants.

After this review, the City decided to proceed with a trial of this model at Price Fields for baseball and softball. To accomplish this, the City issued a request for qualifications (RFQ) on October 25, 2022 to all interested parties. We received 4 submissions total.

On December 14, 2022, an ad hoc review committee composed of Vice Mayor Curd, Councilmember Dorsey, City Manager Bailey, and 3 other Directors of the City met to review the submissions. This review committee chose 4F Sports, LLC as the most qualified group. An additional interview was conducted with 4F Sports, LLC, so that members of the committee could ask questions of the principals. An additional meeting was also held with Vice Mayor Curd, City Manager Bailey, and 4F Sports, LLC to discuss the terms of the possible agreement.

4F Sports, LLC is a non-profit LLC formed by John Pannell. Mr. Pannell has been a coach and/or manager for Bartlesville High School, Bartlesville Mid-High, and Doenges American Legion. Mr. Pannell has assembled a team of experts that will assist him with operations, field and facility management, marketing, concessions, financial services, safety, and umpires. Their RFQ is attached for Council's review.

The proposed agreement is based on a model agreement used by Owasso. In this agreement, the theme of aligning responsibility and authority is evident. The most important terms of this agreement are summarized below:

- 4F Sports will not owe a lease fee to the City. Instead, we will mutually agree on improvements that 4F will make to the facility. This provision is waived for the first year to reduce the initial start-up costs on this organization.
- 4F Sports will have the right to operate baseball/softball recreational and competitive leagues and to coordinate tournaments at Price Fields.
- This initial agreement is for one year.
- 4F Sports is responsible for maintenance and repair of the entire complex.
- City shall inspect the fields to ensure compliance with this agreement.

The ad hoc review committee recommends that the City Council approve the attached agreement between 4F Sports and the City.

Please schedule this item for discussion and action at our next Council meeting.

III. RECOMMENDED ACTION

Approve the attached agreement.



4F Sports, Inc
Request for Qualifications

MISSION STATEMENT

The **MISSION** of 4F Sports, Inc. is to deliver recreational sports activities for the youth of Bartlesville and outlying communities. provide opportunities to support skill development, sportsmanship, and positive self-growth. Our organization is designed to encourage volunteerism, community and parental participation in activities that are economically reasonable and realistic for all families.

VISION

Our **VISION** is to set the standard of excellence for sports by offering first class athletic programs, qualified instruction (for players, coaches, and umpires), and lifetime skills. These sports opportunities and programs will influence in an exceptional way to our youth's progress as athletes and outstanding citizens for the future.

COMMITMENT

- Promoting, teaching, and developing core values such as sportsmanship, pride, opportunity, respect, teamwork, and success that will benefit our young athletes' futures and the communities in which they live.
- Providing a quality instructional program that teaches fundamental skills, tactics, and strategies for team sports.
- Preparing the youth athlete for their next level of play.
- Expanding the skill knowledge with safe healthy techniques and providing safe non-threatening environments.
- Supporting the ideal that the winning of games is less important to the molding of exceptional citizens.
- Forming standards of contribution for all volunteers, board members, coaches, officials, athletes, and spectators.
- Encouraging a positive atmosphere by displaying support and perseverance for all athletes and volunteers.
- Establishing and sustaining a culture in which volunteers, coaches, parents, officials, and athletes work together to achieve our mission.

STRATEGIC PLAN

1. Facilities Committee (Pannell, Huff, Steele, Franco)
 - a. Playing fields – Inside the fences
 - b. Facility Maintenance Plan
 - c. Spectator, Umpire, Employee/worker Parking plan
 - d. Spectator seating
 - e. Concessions (Franco)
 - f. Restrooms – need plenty of space and availability...keep in mind, players have to go to
 - i. Port A John Rentals when needed
 - g. Long-term plan for teams between games (shaded areas, eating areas, warm-up areas, cages etc.)
2. Financial Plan – Review Committee (Pannell, Perspective Advisors)
 - a. Agreement with City of Bartlesville
 - b. Growth/Sustainability Plan
 - c. Expenditure/Revenue tracking for audits and accountability
 - d. Salaries/wages/benefits
3. Programs Committee, City of Bartlesville, Visitors Bureau (Pannell, Townsend)
 - a. League Baseball
 - b. Tournament Schedule (plan around Winget/JR Winget)
 - c. Lodging options
 - d. Food Options
 - e. Evening entertainment options for athletes
4. Data and Analysis Committee (Pannell, Huff, Townsend, Maria Gus (Visitors Bureau), Perspective Advisors)
 - a. What improvements are necessary – Program Assessment plan
 - b. Revenue and Economic Impact data
5. Safety and Emergency Action Plan (Pannell, Burden, (e. Dolan))
 - a. Player/Team - Field Safety
 - b. Fan Safety
 - c. Weather
 - i. Tornado
 - ii. Thunderstorm/Lightening/Rain
 - d. Active Shooter Plan of Evacuation
 - e. Umpire/Fan interactions.
 - i. How would you handle a situation
 - ii. Who would be available to stop an altercation

TEAM MEMBERS

- Director of Operations: John Pannell
- Baseball Operations: John Pannell
- Softball Operations: Joe Shields
- Turf Management/Dirt/Irrigation: Tim Huff & Sterling Steele
- Marketing, Web/Social Media Admin: Scott Townsend
- Concessions Manager: Mark Franco
- Financial Advisor: Perspective Advisors, Nathan Barham
- Safety: Steve Burden
- Umpire Trainer: Marcus Dolan
- Umpire in Charge: Shaun Coyne

SERVICES SOUGHT

1. Administer, manage, and offer appropriate baseball and softball leagues and tournaments. As this is a publicly funded facility, primary consideration must be given to recreational level play.

- a. For our recreational league, 4F Sports will look to join the Babe Ruth League. Having several conversations and virtual meetings with Oklahoma State Commissioner, Nick Williams, this is a great opportunity and fit for Price Fields. The Babe Ruth League is an international youth baseball and softball league based in Hamilton, New Jersey, US named after George Herman "Babe" Ruth. The parent program, Babe Ruth League, Incorporated, is a non-profit, tax-exempt organization.

Babe Ruth League has increased steadily from its first 10-team league in Hamilton Township, New Jersey, to its present combined size of well over one million players on some 60,000+ teams in more than 11,000 leagues and over 1.9 million volunteers. The Babe Ruth League consists of five divisions: Cal Ripken Baseball (ages 4–12), Babe Ruth Baseball (ages 13–18), Babe Ruth Softball (ages 4–18), Bambino Buddy Ball (ages 5–20), and Xtreme Fastpitch (ages 6–18).

Baseball Hall of Fame inductees who played Babe Ruth League include Carl Yastrzemski, Joe Morgan, Jim Palmer, Rod Carew, George Brett, Nolan Ryan, Cal Ripken Jr., Frank Thomas, Randy Johnson, John Smoltz, and Mike Piazza.

- b. In addition to standard baseball and softball, we would implement a modified T-Ball and coach pitch, meaning, would have infielders only with coaches, high school and college baseball players in outfield to help instruct and assist in learning fundamentals. Teams would have 6-7 players instead of 10-12 players. In doing this, we would keep players more engaged, receive more instruction and have 4-5 at bats/game instead of 2 which is happening now.
- c. 4F Sports will invite surrounding towns with recreational teams to participate in our league.
- d. Teams will be sponsored by local businesses
- e. Camp style practices would take place with several teams at the same time. Having the ability to separate positions on different fields and allow instruction led by higher level coaches in our community.
- f. Our coaches will also be coached and trained on how to properly instruct the fundamentals of baseball and softball through coaching clinics. A goal checklist will be utilized so that players would develop certain skills before moving onto the next age level. Our emphasis will be on fundamentals and fun over winning.
- g. At the conclusion of league play, all star teams will be formed so players will have the opportunity to play advanced baseball/softball at the state and regional levels through Babe Ruth.

- h. Babe Ruth State Commissioner is committed to bringing state and regional tournaments to Price Fields. In addition to these tournaments, 4F Sports would play host to USSSA sanctioned tournaments and any other tournaments we could bring to Bartlesville and boost local economy. Our league teams would have the ability to play in any tournaments we host.

2. Governed by a volunteer Board of Directors focused on oversight of the association.

- a. Committed to our Board of Directors: Rick Dugan, CFO Lamamco Oil; Cody Price, Bartlesville Bruins Head Varsity Baseball Coach; Kyle Minton, Bartlesville Bruins Head Varsity Softball Coach; Joe Shields, Babe Ruth Softball World Series Committee Member

3. Routine operations, maintenance, and repairs of COMPLEX fields, bleachers, concession areas, and any other facilities utilized during youth baseball and softball season at the COMPLEX.

- a. Daily walk throughs will be performed by myself daily, in season and out of season to stay on top of any issues that may arise with the complex.
- b. Turf management will be addressed by Tim Huff, a current city employee who has been with Adams Golf Course for several years. Tim has also volunteered several years assisting with field maintenance at Doenges Stadium.
- c. Irrigation management will be handled by Sterling Steele, owner of Steeltech Lawn and Landscape, also owner of heavy equipment if major issues arise.
- d. Marshall Electric will used for electrical issues and Masons Plumbing for plumbing issues.

4. General clean-up and collection of trash and debris in and around all buildings, fields, and parking lots at the end of the last game each day and before the beginning of the first game on the following day.

- a. The cleanliness of a facility is the first thing players and spectators will notice. A dirty facility will detour teams from returning, restrooms being one of the most important areas to have cleaned.
- b. Trash collection will be performed more than at the end of the day, several trash runs will be made depending on the number of games being played. Will ask the cities assistance on obtaining a roll away dumpster or additional dumpsters at Price Fields.
- c. Restrooms will be monitored on an hourly basis, possibly twice an hour depending on number of patrons in the facility.
- d. Parking lot and under bleacher cleaning will be performed at the end of the day. These areas will be monitored though out the day and will not become an eye sore.

- 5. Maintain the high quality of playing surfaces on all baseball and softball fields at the COMPLEX in good working order sufficient to ensure the safety of the players, spectators, coaches, managers, and all other officials and personnel at all times.**
 - a. Playing surfaces will be monitored at all times, issues will be addressed immediately.
 - b. Infields will be drug and watered as needed, even on non-game days. Consistent dragging followed by watering will allow the dirt to hold moisture, have a smooth, level surface and keep dust down. It was not out of the ordinary to drag and water Doenges Stadium four time during the day before a night time start. Turface is an infield product to add to all fields, will keep dust down and is a much better playing surface than dirt alone.
 - c. Safety will be of the utmost importance for everyone.

- 6. Be responsible for utilities at the COMPLEX. City will provide water up to a baseline that shall be based upon historic usage at COMPLEX.**
 - a. This is an area for discussion as I feel what 4F Sports will bring to the city in tax dollars that the city could still maintain all utility and water obligations. The City of Bartlesville will also not be providing any manpower to the maintenance of Price Fields as 4F Sports takes on all obligations.
 - b. Example of tax dollars; The Glen Winget Memorial Tournament is run by John Pannell, and in working with Maria Gus at the Bartlesville Visitors Center, Mrs. Gus states with data, that this tournament alone is a million-dollar economic impact to our city. 4F envisions bringing several "Winget Like" tournaments each year to Price Fields, March through November.

- 7. Provide concession services for all games played at COMPLEX.**
 - a. Mark Franco will be concessions manager. Mr. Franco most recently served as a representative for LDF Beverages and very familiar with the vendor world for ordering.
 - b. Plans to have smoked meats and an enclosed smoker behind concessions.
 - c. Those who need food handlers permits would obtain them through Serve Safe.
 - d. Concessions is an integral part of financial profits for the complex and will be served at every opportunity, even on practice days for drinks and snacks.

- 8. Provide ample restroom supplies for each restroom. Stock and clean the COMPLEX facility restrooms prior to each usage, including both league, practice, and tournament play.**
 - a. As noted in 4a and 4c, clean restrooms continuously stocked is just as important as a great playing surface. 4F Sports will strive to be great in every aspect of Price Fields.

- 9. An annual financial report or third-party audit to the City detailing the organization's revenues, expenses, and disbursements for that year.**
 - a. All financials and financial reporting will be handled with Perspective Advisors.

- 10. Provide all tax returns and other financial documents as requested by the City's Finance Department staff. All financial documents, records, and detailed accounts of financial operations shall be open to the City's Finance Department for review and/or audit.**
 - a. All tax returns and finances will be handles with Perspective Advisors.

- 11. Provide seasonal status report**
 - a. An end of season report will be prepared by John Pannell and consist of:
 - i. Number of recreational players broke down by age/gender
 - ii. Number of recreational teams in each division
 - iii. Number of recreational games played in each division
 - iv. All-Star teams report
 - v. Number of tournaments played
 - vi. Number of teams from outside our immediate area
 - vii. Data from Visitors Center
 - viii. Condition of fields and complex
 - ix. Capital improvements for next season

- 12. Written schedule of times and dates of all league and tournament games and practices. Every effort should be made to play all scheduled games. In the event of weather cancellations, all games should be made up at a later date.**
 - a. Recreational games will be posted electronically using the Babe Ruth program that can be accessed on desk top or mobile application.
 - b. All games and tournaments will be accessible on the 4F Sports website and would like a link posted on the City of Bartlesville's website.
 - c. 4F Sports site will allow anyone to access schedules, Price Field location, see inclement weather, make up dates, local restaurants, hotels, local attractions and contact Director John Pannell directly.

- 13. Provide umpires or referees and other necessary personnel.**
 - a. 4F Sports umpires will attend an umpire school in late January or early February before the beginning of high school and college baseball. Besides knowing the rules, we want our umpires to act in a professional manner and be able to handle all situations. Not only do we want to be an impact in the lives of our youth, we want to be able to be a stepping stone for future high school/college/professional umpires.
 - b. Marcus Dolan will serve as the trainer. Mr. Dolan has attended the Umpire School for Major League Baseball and currently is an umpire

for OSSAA, NJCAA, NAIA, NCAA baseball and an alternate umpire for the Tulsa Drillers and the Northwest Arkansas Naturals of Minor League Baseball. He has also umpired in the prestigious Alaskan League for college baseball players in the summer.

- c. Shaun Coyne has agreed to be 4F Sports UIC (umpire in charge). Mr. Coyne will be responsible for scheduling umpires for all games, recreational and other at Price Fields. Mr. Coyne serves as the UIC for several local area high schools.

14. Maintain a website providing current information to the public regarding Bartlesville youth recreational and competitive league and tournament information.

- a. Refer to 12b and 12c

15. To the extent possible, utilize and support local Bartlesville businesses.

- a. Local businesses will be the heart of our teams and organization. 4F Sports wants to be a throw back where we have teams of Holtz Electric, Downtown Lions, Kiwanis Club, Rotary Club, Philson Farms, Elks Club, Reda Pump, and Coca Cola. Although some of these former sponsors may be gone, players from 30-40 years ago still talk about being on these teams and what it meant to them. 4F Sports will look only to local businesses for team sponsors and outfield advertisement.
- b. During tournaments we will look to local businesses to serve as vendors to promote their business.

16. Provide necessary verification documentation to City staff upon request.

- a. 4F Sports will provide any documentation requested by the City of Bartlesville.

CONTENT OF QUALIFICATIONS

1. Name, address, and telephone number of your organization.

- a. 4F Sports, 1508 Melmart Dr. Bartlesville, OK 74006 918-397-9393

2. A complete description of your organization, including qualifications and experience over the last five (5) years with respect to baseball and softball administrative management and maintenance, including reference contacts names, phone numbers, and addresses.

- a. 4F Sports will be providing first class athletic programs, qualified instruction (for players, coaches, and umpires) and lifetime skills. The opportunities we will provide will influence in an exceptional way to our youth's progress as athletes and outstanding citizens for the future.
- b. Promoting, teaching, and developing core values such as sportsmanship, pride, opportunity, respect, teamwork, and success that will benefit our young athletes futures and the communities in which they live.
- c. Providing a quality instructional program that teaches fundamental skills, tactics, and strategies for team sports.
- d. Preparing the youth athlete for their next level of play.
- e. Expanding the skill knowledge with safe healthy techniques and providing safe non-threatening environments.
- f. Supporting the ideal that the winning of games is less important to the molding of exceptional citizens.
- g. Forming standards of contribution for all volunteers, board members, coaches, officials, athletes, and spectators.
- h. Encouraging a positive atmosphere by displaying support and perseverance for all athletes and volunteers.
- i. Establishing and sustaining a culture in which volunteers, coaches, parents, officials, and athletes work together to achieve our mission.
 - i. John Pannell will serve as Director of Operations for 4F Sports and will oversee every aspect of Price Fields. An extremely qualified team has been put together to make our facilities one to be modeled after. Team members are Tim Huff and Sterling Steele who have 50 years of experience combined for turf and athletic field management, Mark Franco will operate concessions, Scott Townsend brings years of expertise in marketing and social media, and Perspective Advisors is the perfect partner to handle finances for 4F Sports.
 - ii. Mr. Pannell's experience in youth sports in Bartlesville dates all the way back to 1985 when he first played Little League at Price Fields as a 10 year old playing with the 11 and 12 year-olds. Advancing onto Pony League, then into Bartlesville High School, American Legion Baseball and finishing his playing career at Southeastern Oklahoma State University playing for Hall of Fame Coach Mike Matheny. Pannell's coaching career began in the summer of 1994 with AA American Legion Baseball, this start advanced to AAA ALB and finally becoming manager of the

Doenges Ford Indians in 2003 where he was also in charge of hiring coaches and selecting players for all three American Legion teams in Bartlesville. During this tenure, he was also a varsity assistant in baseball and softball for Bartlesville High School and head JV coach for both programs. Pannell was heavily involved with the operations of the 2003 and 2007 American Legion World Series, a huge success for the program and city of Bartlesville. After the 2009 season Pannell stepped away for family reasons but continued serving as Director for the Glen Winget Memorial Tournament. During his time as coach, he never had a losing season, saw 50+ players advance to college baseball, 5 players selected in the Major League Baseball Draft, and 6 former players play professionally. In summer of 2019 Pannell was asked to retake control of the Indians program as the team only had 3 wins that summer and only 2 Bartlesville players on the team, he eventually accepted the position once again. The summer of 2020 was the summer of covid but Pannell pushed forward giving his team every opportunity to play, and they did, with 90% of the team comprised of Bartlesville players, finishing 3 games under .500 but the team lost in the AABC state championship in Enid to the Oklahoma Drillers 2-0. An accomplishment where the Indians were unable to play at Doenges Stadium and played home games through July at OKWU because of the relationship Pannell has with OKWU head coach Kirk Kelley. OSSAA lifted high school restrictions in July and the team was able to finish the season playing back at Doenges Stadium. This summer would not have happened without the support of Brad Doenges of Doenges Ford and Mat Sadoris of United Linen, two local business owners who support our youth sports greatly. The summer of 2021 saw the re-introduction of the United Linen Braves, the 17 and under program and then in 2022 the program introduced the Safari Smiles, 15 and under program. In 3 short years Pannell took an almost defunct American Legion Program from one team back to three teams. The Indians in 2019 had to forfeit some games because they did not have enough players to field a team for scheduled games compared to 2022 where the program is thriving again (22 on Indians roster, 17 on Braves Roster and 16 on Smiles Roster). The Indians also joined the newly formed Oklahoma Collegiate League where Bartlesville's Doenges Stadium was a host site for the league and also hosted the OCL Championships, the Indians finished the regular season as the number one team with a 7-3 record, an accomplishment with the Indians being the youngest team in the OCL. The summer of 2023 will see Doenges Stadium play host to one of the pool sites for the AABC Stan Musial World Series. Pannell's track record has shown his passion for youth sports in Bartlesville and a

continued success, not only for the players but bringing out of area teams to Bartlesville to boost the economy.

3. Names of the principals of your organization, and the résumés of each. Identify the principal who will be in charge of the administration.

- a. Named in 2i(i). Resumes attached.

4. Financial statements and tax returns of the organization for the previous 3 years, or if a new organization, for all years available or other documents demonstrating the ability of the organization to financially fulfill the "services sought".

- a. 4F Sports has funding from silent partners. Funding will also be sought through support from local businesses, team sponsors and advertising. Tournaments will also serve for major funding to the organization generating revenue from gate fees, concessions, entry fees and outside vendors.

5. Detail the scope of services offered for each item previously identified under "services sought" and include a timeline or commentary that evidences the ability to begin and complete requirements in a timely manner.

- a. Identified in detail under SERVICES SOUGHT.

6. Organizations shall insure the subject premises against loss by personal injury or property damage. Such insurance shall be at the Organization's cost and in an amount not less than one million dollars (\$1,000,000) and shall name the City of Bartlesville as co-insured.

- a. 4F Sports will work with Craig Wasemiller of Wasemiller Insurance and obtain all necessary insurance written through Philadelphia Insurance Companies.
- b. 4F Sports will also have additional insurance for each team and organization written through K&K Insurance Companies as these are requirements for Babe Ruth Leagues, this is the same insurance carried by the Doenges Ford Indians and their affiliate teams.

FIVE YEAR PROFORMA

	2023	2024	2025	2026	2027
Income					
16T Income					
Entry Fees	86,400.00	90,720.00	95,256.00	100,018.80	105,019.74
Gate	57,600.00	60,480.00	63,504.00	66,679.20	70,013.16
Concessions	72,000.00	75,600.00	79,380.00	83,349.00	87,516.45
Total 16T Income	216,000.00	226,800.00	238,140.00	250,047.00	262,549.35
8T Income					
Entry Fees	86,400.00	90,720.00	95,256.00	100,018.80	105,019.74
Gate	57,600.00	60,480.00	63,504.00	66,679.20	70,013.16
Concessions	36,000.00	37,800.00	39,690.00	41,674.50	43,758.23
Total 8T Income	180,000.00	189,000.00	198,450.00	208,372.50	218,791.13
Total Income	396,000.00	415,800.00	436,590.00	458,419.50	481,340.48
COGS					
Concession Labor	21,600.00	22,680.00	23,814.00	25,004.70	26,254.94
Food Costs	21,600.00	22,680.00	23,814.00	25,004.70	26,254.94
Materials	5,000.00	5,250.00	5,512.50	5,788.13	6,077.53
Total COGS	48,200.00	50,610.00	53,140.50	55,797.53	58,587.40
Gross Profit	347,800.00	365,190.00	383,449.50	402,621.98	422,753.07
Expenses					
Advertising	6,000.00	6,300.00	6,615.00	6,945.75	7,293.04
Equipment Expenses					
Fuel	3,600.00	3,780.00	3,969.00	4,167.45	4,375.82
Repairs & Maintenance	2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Total Equipment Expenses	6,000.00	6,300.00	6,615.00	6,945.75	7,293.04
Legal and Professional	7,500.00	7,875.00	8,268.75	8,682.19	9,116.30
Payroll Taxes	15,300.00	16,065.00	16,868.25	17,711.66	18,597.25
Supplies	12,422.00	13,043.10	13,695.26	14,380.02	15,099.02
Telephone	2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Umpire Fees	69,000.00	72,450.00	76,072.50	79,876.13	83,869.93
Utilities	7,200.00	7,560.00	7,938.00	8,334.90	8,751.65
Wages	200,000.00	210,000.00	220,500.00	231,525.00	243,101.25
Total Expenses	325,822.00	342,113.10	359,218.76	377,179.69	396,038.68
Net Income	21,978.00	23,076.90	24,230.75	25,442.28	26,714.40



RESUMES

John A. Pannell

1508 Melmart Dr. Bartlesville, OK 74006*Phone: 918-397-9393*Email:doengesbaseball@outlook.com

Objective: Secure a career operating Price Fields that will fully utilize my teaching, coaching and leadership skills while making a valuable contribution to the youth of our community and the city of Bartlesville.

Work Experience

October 2020-September 2022

ASAP Energy Inc.

Area Manager

Supervised the operations of four ASAP General Stores/Phillips 66 Gas Stations located in Bartlesville, Oklahoma.

August 2019-October 2020

Bartlesville High School

SPED Math Teacher

Head JV and Freshman Baseball Coach

Varsity Assistant Softball Coach

- Co-instructed Algebra II, Geometry and Active Chemistry courses
- Instructed Geometry and Math of Finance courses

January 2019-March 2020

Combined Insurance

Account Executive

- Sold life and supplemental insurance products
- Supported existing clients as well as created new customer base through cold calling and leads
- Triple Crown Award Winner
- Top Producing Agent for first quarter of 2019, producing over \$50,000 in annual premium

September 2018-January 2019

Patriot GMC Hyundai Chevrolet

October 2013-January 2016

Finance Manager

- Secured financing for customers purchases
- Created and maintained valued relationships with over 50 lending institutions

March 2017-September 2018

Oakley Chevrolet Buick

General Sales Manager

Finance Manager

- Led and trained sales team (5)
- Secured financing through indirect lending for all financed deals
- Responsible for back end profit objectives
- Established and maintained relationships with 20 plus indirect lending institutions
- Negotiated terms and assisted with the closing of the sale
- Sustained exceptional relationships throughout all departments of the dealership

2010-2013

Osage Casino Bartlesville

Supervisor

Dealer

- Responsible for all financial table transactions
- Updated dealers daily schedule/table rotation
- Dealer of the Month December 2010
- Employee of the Month October 2011

2006-2013

Bartlesville Mid-High School

Business Education Teacher

Varsity Assistant, Head JV Baseball Coach

Varsity Assistant, Head JV Softball Coach

- Certification in Business Ed, Career Tech Business, and Physical Education/Health/Safety
- Textbook Coordinator; inventory, accessions, and collections of all student's textbooks
- September Teacher of the Month, 2009-10
- Implemented "Christmas" at Bartlesville Mid-High, a project in which students wrote five block style letters to businesses around the country seeking donations for our faculty and staff.
- Created "The Job Project", a project in which students find a job, tailor a resume and cover letter to that specific job and are interviewed by professional business leaders in the Bartlesville community.

Community Involvement

2008-Present

Glen Winget Memorial Tournament

Tournament Director

- Responsible for tournament scheduling
- Coordinated with coaches from Oklahoma, Arkansas, Kansas, Missouri, and South Dakota
- Provided support and hotel accommodations for umpires

2006-2013

Bill Doenges Memorial Stadium Operating

Committee Chairman

- Coordinated with City of Bartlesville Parks Department
- Synchronized stadium usage with Bartlesville High School, American Legion, Oklahoma Wesleyan University, and third-party users
- Recommended stadium improvements to City Council resulting in achievements below

Achievements:

10 completed projects since 2007: new press box seating, air conditioning in all areas of stadium, updated electrical areas, permanent grill area and field equipment building, new maintenance building, new ice machine, painting of indoor hitting tunnel and grill/equipment building, and three new front stadium gates

2003-11, 2020-Present

Doenges Ford Indians American Legion Baseball

Program Manager/Head Coach

- Managed three teams (15-19-year-old), six coaches and approximately 50 players
- Accountable for program infrastructure to include \$90,000 summer budget
- Developed schedule for both teams; over 100 games
- Member of American Baseball Coaches of America

Achievements:

50 former players signed to play college baseball; five former players selected in the MLB amateur draft

2006-2011

Washington County Youth Baseball and Softball

Executive Committee Member

- Made recommendations for player and coach development

Education

Southeastern Oklahoma State University

- Bachelor of Science in Recreation Management/Health and Safety
- Member of the Athletic Director's Honor Roll
- Member of the Southeastern Savages Baseball Team

Scott Townsend

Bartlesville, OK • 918-397-0327 • scotttownsend2400@gmail.com • linkedin.com/in/scotttownsend

Content Strategist • Business Development • Marketing Strategy

Results-driven leader with experience across all facets of content creation, event planning, brand development, and project management. Experienced in developing and leading successful programs, events, and tradeshows within fast-paced environments. Trusted leader who consistently demonstrates the ability to coordinate with cross-functional teams. Adept at creating compelling content, coordinating event logistics to drive awareness and success, and proactively identifying opportunities for development and advancement.

CORE COMPETENCIES

- Ideation – New ideas out of old ideas
- Restorative – Love to solve problems
- Cross-Functional Collaboration
- Input – Information Collection
- Strategic – “What if?” Select. Strike.
- Marketing Research
- Connectedness – Bridge builder for people of different cultures
- Relationship Building
- Leadership & Communication
- Digital Marketing
- Brand Engagement

Technical Skills: Asana, Camtasia, Microsoft Office (Word, Excel, PowerPoint), Buzzsprout, Zoom, Buffer

PROFESSIONAL EXPERIENCE

Producer | The Scott Townsend Show

2020 – Present

- Spearheaded the development and launch of a podcast and vidcast to discuss a wide range of topics.
- Oversaw production process, including booking guests, researching topics, create the video, leading interviewing, editing, and promoting the show.
- Successfully produced 100+ episodes with 1500+ downloads since May 2020, ensuring the delivery of high-quality content for listeners.

Events Manager / Marketing Communication Specialist II | ABB

2013 – 2020

- Oversaw the production of conferences and managed tradeshow attendance to increase brand awareness, support channel partners, generate leads, and educate customers on the use of ABB's products and services.
- Managed \$1M marketing budget and created videos, podcasts, social media campaigns on Twitter, Instagram, YouTube, and Facebook to promote conferences and increase participation/attendance.
- Partnered with graphic artists to create billboards, videos, datasheets, and other marketing materials
- Drove efforts to optimize sales and product management to increase sales, customer retention, and visibility.
- Responsible for researching video conferencing platforms and served on the Virtual Conference Task Force to prepare for the future of conferences and training opportunities.
- Produced podcasts to increase brand awareness around conferences and promote training opportunities.
- Guided projects to create a working plunger-lift demo; recruited engineers, technicians, and solution architects, and acrylics craftsman to create the working demo using products as it moved water around.

Marketing Director | United Linen & Uniform Services

2006 – 2013

- Headed marketing operations for the organization, managing company brand, and developing marketing campaigns to expand market shares and improve customer retention.
- Managed \$300K budget while creating marketing promotions for staff to drive business development/profit.
- Fostered and maintained professional, long-term relationships with customers; proactively identified areas of improvement by communicating with customers to pinpoint pain points.
- Led social media campaign to increase brand awareness, resulting in a story in the Wall Street Journal and a case study in “Twillterville” by Shel Israel, “The Ultimate Online Customer Service Guide” by Marsha Collier, “Engage” by Brian Solis, and “Business Communication: Process and Product” by Mary Ellen Guffey.

Scott Townsend

Page Two of Two

EDUCATION

Film Studies, Kansas University
Bachelor of Science in Journalism, Oklahoma State University

Sterling Steele

Bartlesville, Ok 74006

918-440-6209 sterlingsteele1984@gmail.com

Professional summary:

Talented owner with excellent marketing, customer service and facility oversight skills and more than twenty years experience. Highly effective and comfortable working with people at all levels in organization. Hard-driving business leader offering skills in strategic project planning and team development. Skillfully recruit and train employees at all levels to meet customer and business demands. Articulate, forward thinking and resourceful in meeting unique needs.

Skills

Effective communicator and public speaker

Operational analysis

Annual planning

Strategic planning

Integrity and Transparency

Industry expertise

Employee motivation and performance

Landscape design/ build

Turf management

Irrigation management

Work History

Owner of Steeltech Lawn and Landscape- Bartlesville, OK 2003 present

Complete Management of day-to-day business operations through business management.

Consulted with customers to assess needs and propose operational solutions.

Trained and motivated employees to perform daily tasks and functions.

Enhanced operational efficiency and productivity by managing budgets, accounts and cost.

Reconciled daily sales and financial reports in QuickBooks.

Education

Bartlesville High School graduate 2003

Tri County Tech graduate 2003 certified AutoCAD drafter

Tulsa Community College, Associates Landscape Horticulture 2003-2005

Rogers State College, Associates in Applied Science 2009-2015

Timothy W. Huff

1912 Limestone Rd. Bartlesville, OK 74006 Phone: 620-330-2183

Summary

- Maintain and enhance playing fields for activities performed by local and area youth to further their abilities and perfect their craft.
- Adept at turf maintenance and equipment care to provide quality turf surfaces.
- 30 years of turfgrass experience.

Highlights

- Takes pride in job performance and desires to see quality product.
- Willing to put in the time to present a quality turf product.
- Ability to operate and maintain equipment needed to present quality product safely and properly.
- Knowledge to properly apply nutrients and products to achieve quality turf conditions.

Experience

- | | |
|--|------------------|
| 1992-2005 Sycamore Valley Golf Course | Independence, KS |
| <ul style="list-style-type: none">• Assisted in all course operations including course maintenance as well as inside counter | |
| 2005-2007 Caney Golf Club | Caney, KS |
| <ul style="list-style-type: none">• Course Superintendent | |
| 2007-Present Adams Golf Club | Bartlesville, OK |
| <ul style="list-style-type: none">• Maintenance Worker and Pro Shop Staff | |

Education

- | | |
|---|---------------|
| Neodesha High School 1987, High School Diploma | Neodesha, KS |
| Kansas State University 1992, Bachelor's Degree | Manhattan, KS |

REFERENCES

November 7, 2022
Mr. Jason Muninger
401 S. Johnstone Ave
Bartlesville, OK 74003

Letter of Reference for Price Fields Youth Baseball and Softball Manager

Dear Mr. Muninger:

I'm writing in support of and as a reference to Mr. John Pannell. Having played multiple team sports in Bartlesville, winning multiple State championships and going on to play Division I baseball in the Big 8 and Big XII conference, I understand competition at the highest levels. Drafted out of high school by the Minnesota Twins, and having played in the Seattle Mariners organization, I have a sense for what elite athletic programs look like. And now as a venture capitalist, and high growth entrepreneur in technical fields, having successfully built and sold multiple companies, I recognize the criticality of leadership and teamwork. Bearing this in mind, I provide Mr. Pannell my highest endorsement.

Having grown up together in Bartlesville, taking divergent but equally successful paths in life, I can attest to Mr. Pannell's moral standard, work ethic and leadership competency. While many of us moved away, Mr. Pannell's deep sense of loyalty and commitment to the City of Bartlesville remained. While many of us transitioned to other endeavors, Mr. Pannell doubled down on his love for sports, making a career out of it after a successful playing career. Having risen to the highest coaching ranks in Bartlesville, with an impressive track record, it only makes sense to complement those efforts by starting what will become the most sought-after recreational league and respected regional baseball and softball tournaments.

Having honed his acumen for sports program management over decades, perhaps the traits I admire even more are Mr. Pannell's deep care and infectious enthusiasm. I recall many a time when Mr. Pannell came to my personal aid, as well as countless others over our 30+ year relationship. I'm confident this endeavor will reflect that deep care, which will become obvious to the athletes, coaches, parents, fans, city officials and community at large once touched by it. This is certainly true of his tenure managing on-field and off-field affairs for the Bartlesville Indians program. I believe John will bring not only every element of his sports administration background to bear in managing these facilities and tournaments, but also this deep sense of care. Having spoken extensively with him about his plans, and the positive impact they'll have on Bartlesville, I can't imagine a better candidate. He was built for this.

Thank you for your consideration.

Sincerely,



Mr. Chris R. Traylor

Chris.traylor34@gmail.com, +1 (505) 710-9030

<https://www.linkedin.com/in/chris-traylor-a081/>



BARTLESVILLE PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT #30

1100 SW Jennings | Bartlesville, OK 74003 | 918.336.8600 | www.bps-ok.org

November 7, 2022

To Whom It May Concern:

It is my pleasure to recommend John Pannell as the Youth Baseball and Softball Management at Price Fields in Bartlesville. I am the Superintendent of Bartlesville Public Schools where I came to know John, who has long been involved in many baseball programs. Most recently, he has been the manager for the Bartlesville Indians Baseball Club and also served as an assistant on the staff of Bartlesville High School.

John has distinguished himself in our community by breathing life into summer baseball in Bartlesville. The Bartlesville Legion program had almost come to an end before he returned to lead the program in 2019. Since that time, multiple Bartlesville teams have had the opportunity to play right here at Doenges Stadium bringing in several teams and tournaments to our community.

If I can be of any further assistance, or provide you with any further information, please do not hesitate to contact me.

Yours sincerely,

A handwritten signature in black ink that reads "Chuck McCauley".

Chuck McCauley
Superintendent
Bartlesville Public Schools
McCauleyCR@bps-ok.org
(918)336-8600 ext. 3522

Justin McMillin
College of the Ozarks
P.O. Box 17
Point Lookout, MO 65726
November 10, 1971

City of Bartlesville
Attn: City Clerk – Price Fields RFQ
401 S. Johnstone Ave
Bartlesville, Oklahoma 74003

To whom it may concern:

I am writing to strongly recommend Mr. John Pannell to your company for the position of Youth Baseball and Softball Management at Price Fields.

I have been a high school baseball coach for 15 years and a college baseball coach for 16 years and it is in this capacity that I have become very familiar with Mr. Pannell and his ability to coordinate, develop and maintain athletic tournaments and facilities.

Having taken three different high school summer baseball programs to the Glen Winget Memorial baseball tournament, with Mr. Pannell serving as tournament director, I have seen firsthand his diligence and reliability at running successful events. As a tournament director myself, I am familiar with the pitfalls that accompany such a task. Inviting teams and filling brackets, scheduling umpires and other workers, accounting for weather delays, ensuring top-notch field conditions and genuinely creating a welcoming and hospitable environment are just a few of the things I have seen Mr. Pannell do extremely well. He has adapted to the changing climate of youth sports within the Midwest and managed to continue building on the great tradition of the Glen Winget Memorial Tournament and his successful directorship has ensured several programs return to Bartlesville every summer for the event.

Mr. Pannell is conscientious and very capable of creating a flawless experience that generates considerable income for his organization and tourism dollars for the City of Bartlesville. His approach has always been very professional and coaches, players and fans alike consider his tournament to be a true highlight every summer. In events, such as this, things inevitably require adapting on the fly and Mr. Pannell handles such things with a smile on his face and a plan in his pocket.

City of Bartlesville
November 10, 1971
Page 2

I believe that Mr. Pannell is extremely qualified to manage any tournament, league, site or event that expects the best experience for its visitors and participants. He's exceptionally warm, gracious and caring when it comes to dealing with young people and has a natural charisma that puts people at ease. His employees and co-workers like and respect him and so do the coaches that continue to flock to Bartlesville every summer.

I highly recommend Mr. John Pannell as a director for your Youth Baseball and Softball Management position.

Sincerely,

A handwritten signature in black ink that reads "Justin McMillin". The signature is written in a cursive style with a large, sweeping initial "J".

Justin McMillin
Assistant baseball coach/Recruiting Coordinator
College of the Ozarks

Jason-

I am writing this letter in support of John Pannell and his application for the Bartlesville Youth Baseball and Softball Manager. I have known John for over 10 years, and his skill set fit this position perfectly.

John has experience as a baseball coach and a softball coach as well as experience running an organization from top to bottom. With his involvement with the Legion program, John has done any and everything in your job description with excellence.

John is a great man, and his commitment to the Bartlesville baseball and softball communities is incredible. He is the right man for this position.

I would love to answer any questions about John and his abilities as well as his fit for this position if needed.

Sincerely,

Kirk Kelley

Director of Athletics/Head Baseball Coach at Oklahoma Wesleyan University

(501)269-4331

Recommendation for Director of Operations – Price Fields Youth Baseball and Softball Managers

Mr. Jason Muninger
CFO/City Clerk – City of Bartlesville
401 S. Johnstone Ave
Bartlesville, OK 74003

November 5, 2022

Dear Mr. Muniger:

Bartlesville, Oklahoma is a special place. Youth sports, recreation leagues, and facilities are an essential part of the city and, more importantly, the development of the children of Bartlesville. As I look at the advertised position on your website for the Price Fields Youth Baseball and Softball Managers opportunity, I know one person that would be a great candidate for you. I want to recommend John Pannell for your consideration.

I have known John Pannell for over 30 years. Our friendship started on the baseball field. John deeply understands the game and the valuable lessons that can be learned from the preparation needed, practicing, and playing baseball. As a player, he went on to become a baseball coach and softball coach. As a facility manager or director in charge of the sports leagues, one needs to know the challenges players, coaches, umpires, and parents face and the ability to discern the best practices necessary to provide the best possible experience for all involved. John can do this because of his knowledge and because he cares. I believe the best example, which you may know directly, is evident with his time in charge of the Doenges Ford Indians program. In a time when players and parents are leaving most “city teams” for a pay-to-play team, John has the Indians back on the map.

I am excited about the opportunity to write this letter on behalf of John, and as I write it, I become more excited for the City of Bartlesville. I know the value of youth sports, the importance of a qualified person to administer events, manage facilities, community engagement, and the right person to be in charge. John will make you proud, the City of Bartlesville proud, and be ready for an influx of visitors attending the best baseball and softball tournaments in the Midwest. John’s ambition, integrity, and passion will make this happen.

Sincerely,

Tom Myers
Executive Director
SEK – CTEC
1301 E 27th Terrace
Pittsburg, KS 66762
(620) 249-2858
tmyers@sekctec.com

2825 Monticello
Bartlesville, OK 74003
November 17, 2022

11/17/2022

To Whom It May Concern:

I would like to recommend John Pannell for the position of manager of the youth baseball and softball fields. I had the privilege of working with John at the Bartlesville Mid-High. He was an amazing employee who was always willing to step up and help in any way. He wasn't afraid of hard work. He taught in our business department and took on the ominous task of textbook management. This involved tracking textbook check in and out to approximately 1000 students. He was also responsible for tracking numbers to make sure we had enough books for every student.

In addition to his classroom and textbook duties, John also coached both baseball and softball for Bartlesville. The students and players loved him and worked hard for him. During his tenure with American Legion ball, he has worked to include players from surrounding schools into the program. I have two former students from Caney Valley who played for John and are now playing at the collegiate level.

John shows a tireless commitment to anything in which he is involved. He is willing to put in the work to make sure things are as they should be. He is willing to do whatever it takes to make sure the fields look amazing. He isn't afraid to hop on a mower or grab a weedeater to make sure things look good for games. He has an outgoing personality and doesn't meet strangers. He makes a great representative for any group because of his total commitment to it.

John would make a great addition to our area youth programs. If you have any further questions for me, please feel free to contact me at tlashbrook@caneyvalleyschool.org.

Sincerely,



Travis Lashbrook
Principal/Athletic Director
Caney Valley High School
Ramona, Oklahoma

To whom it may concern,

My name is Cody Price and I am the head baseball coach for Bartlesville High School. I am writing this letter of reference on behalf of John Pannell. I have known John for 4 years now. He served as my head Junior Varsity coach in 2019-2020, my first year here in Bartlesville and we have remained friends since. When he approached me about writing this letter for the position of Price Fields Manager, I did not hesitate to give a resounding yes. John has a passion for the city of Bartlesville, the sports in it, and most importantly the kids who are a part of that. I believe with his knowledge of the game, his previous experience with coaching and running a program and his passion to give the kids every opportunity they can have for success, he will do a wonderful job in this position. Of all of the great things I could say about John I believe this will encompass it better than anything: As a father of 3 young children who are growing up involved in youth sports, John Pannell is the type of person I want in charge of making decisions that have an effect on their growth and development. I appreciate you reading this letter and hope you take it into consideration when selecting this position. If you have any further questions please feel free to contact me at 405-863-4588.

Thank for your consideration,

Cody Price

CITY OF BARTLESVILLE USER GROUP AGREEMENT

Organization: 4F Sports, LLC
Program / Activity: Baseball and Softball at Price Fields Complex

The City of Bartlesville is dedicated to promoting and maintaining the highest quality and enjoyable youth sports experience for players, parents, and coaches. Our mission is to teach the fundamentals of the game in a positive and safe environment with a strong focus on ethical conduct, sportsmanship, and teamwork. The league strives to build self-esteem in young athletes to improve their abilities as players but moreover as conscientious citizens.

The parties to this Agreement shall be the City of Bartlesville, Oklahoma, a municipal corporation, ("CITY") and 4F Sports, Inc. ("4F SPORTS").

1. USER LICENSE: The CITY hereby grants a User License to 4F SPORTS for the administration and management of softball and baseball activities and for the use and maintenance of the fields at the Price Fields Complex whose entrance is located north of the Tuxedo Blvd and Young Ave intersection. In consideration for such User License, 4F SPORTS hereby agrees to the provisions of this Agreement. This Agreement may be terminated at any time by the CITY if 4F SPORTS materially breaches the terms of this Agreement.

2. BOARD OF DIRECTORS: 4F SPORTS will be governed by a volunteer Board of Directors focused on the oversight of the association.
 - A. Board members shall not let their personal interests interfere with the decisions they make as directors. All officers and directors will sign an agreement that provides an "arm's length" relationship with any vendor doing business with the organization. No officer or director shall be a vendor of products or services to the organization.
 - B. Officers of the board must be nominated and elected for a specified term.
 - C. The beginning of term of office for all elected officers should be an annual designated date following the annual meeting at which they are elected.
 - D. The elected officers of this Club may serve consecutive terms or until their successors are elected.
 - E. A designated period must be publicized to all participants for nominations and allow any interested party to be considered for a leadership role.
 - F. Election of the officers will take place annually.

3. PERSONNEL: 4F SPORTS shall provide its own officials and all other necessary personnel.

4. WEBSITE: 4F SPORTS shall create and maintain a website providing current information to the public. The website shall be updated as necessary throughout the year to contain accurate and timely information.
 - A. Included will be baseball and softball league and all tournament information.
 - B. 4F SPORTS agrees to encourage its teams, tournament teams, and their families to utilize Bartlesville businesses by including a page with headings that list:
 1. Hotels
 2. Restaurants
 3. Local Businesses
 - C. Website will include a list of vendors identifying business address.

5. USER LEASE FEE: 4F SPORTS shall make agreed upon improvements and invest resources to the Price Fields Complex facilities in lieu of lease fees. Proposed improvements will be submitted on **FORM #2** of the Verification Documents which identifies annual improvements along with future plans. Investment plan will include item, budget and completion target. **Form #2** will be reviewed and approved/disallowed during annual contract review. Only approved improvements will count toward investment requirement. CITY and 4F SPORTS agree that in order to ensure the success of this start-up venture, no improvements will be required during this initial contract term.

6. INVESTMENT DOCUMENTATION: All improvements completed will be maintained on **FORM #3** of Verification Documents. Inspections of improvements will be conducted by CITY staff for approval. **FORM #3** will include description of improvement, improvement cost, all receipts and/or invoices. Failure to timely remit documentation shall be a material breach of this Agreement and may result in termination of the Agreement by the CITY.

7. CONCESSION: 4F SPORTS may provide concessions and retail sales (t-shirts, hats, lanyards, equipment, etc.) during baseball and softball league seasons and at all tournaments at the Price Fields Complex. It is the responsibility of 4F SPORTS to provide the CITY with the sales tax permit number and for 4F SPORTS to comply with all state and federal tax regulations. 4F SPORTS must prominently display sales tax permit when providing concessions and/or retail sales. Should 4F SPORTS have an exemption permit issued by the Oklahoma Tax Commission, then 4F SPORTS shall remit a copy to the CITY before engaging in fundraising sales. This is in addition to the Sales Tax Permit.

8. SCHOLARSHIPS: Scholarships shall be provided by 4F SPORTS to players who meet that organization's criteria for financial hardship and need.

9. PARTICIPATION REPORT: 4F SPORTS will provide the CITY with a seasonal status report at the beginning of each season on **FORM #4** of Verification Documents. **Form #4** will include all applicable information to verify the number of players and teams along with enrollment change from previous season.
10. ANNUAL FINANCIAL REPORTS: 4F SPORTS will be a registered Oklahoma not-for-profit organization and comply with all IRS reports and forms applicable to their organization. 4F SPORTS agrees to provide financial documents if/when requested by the CITY's Finance Department staff. All financial documents, records, and detailed accounts of financial operations shall be open to the CITY's Finance Department for review and/or audit with reasonable notice given that such review or audit will occur. Failure by 4F SPORTS to provide reports in compliance with the provisions within this section shall constitute a material breach of the contract and may result in termination of the Agreement.
11. TERM: The initial Agreement between the CITY and 4F SPORTS shall be for a period of one year and become effective on the 1st day of January 2023 ending the 31st day of December 2023. In subsequent years, an annual review will be conducted with organization's leadership. With CITY consent and absent any issues of non-compliance, defined Agreement may be automatically renewed annually.
12. GENERAL MAINTENANCE: 4F SPORTS shall be responsible for all routine maintenance and repairs of lighting, fences, irrigation systems, baseball and softball fields, bleachers, concession areas, restrooms, and any other facilities utilized during the seasons at the designated fields with no charge to the CITY. 4F SPORTS shall also be responsible for the general clean-up and collection of trash and debris in and around all baseball and softball fields at the end of the last game each day, and parking lots before the beginning of the first game on the following day.
13. MAINTENANCE STANDARDS: 4F SPORTS agrees to maintain the high quality of playing surfaces on the Price Fields Complex fields in good working order sufficient to ensure safety of the players, spectators, coaches, managers and all other officials and personnel at all times.
 - A. The baseball and softball fields, as often as is needed, will have dirt added, will be sprayed for weeds, will be aerated and fertilized, will have dirt lips and buildups removed, and will be mowed and swept. Nitrogen shall be applied at 1lb per 1,000 sf on all fields in the months of May, June, and July.
 1. In order to ensure a successful, initial transition from CITY to 4F SPORTS maintenance, CITY will provide weed treatments and fertilization through July 2023.

- B. The following conditions must be maintained within the duration of this contract in the following areas:
1. Complete turf coverage within the playing field fences except for the areas intended to remain dirt.
 2. Playing surfaces will be kept uniform and level to allow for proper drainage and player safety. All soil areas will be maintained with a quality soil. Regular field maintenance will be performed in such a way to avoid lip or ridge formation resulting from loose dirt being dragged or pushed into grass areas.
 3. Mowing of grass area inside of fields' fence line. Mowing heights will be maintained between $\frac{3}{4}$ inches and $2\frac{1}{2}$ inches depending on season and variety of grass.
 4. Mowing of grass area outside of fields' fence line. Entire complex and property out of the fences shall be mowed and maintained so as not to exceed 4 inches in height.
 5. Edging should be performed on a regular basis as needed to provide consistent edges and lines.
 6. Outfield fences will be kept free of any thatch that might impede drainage.

15. **INSPECTION**: All Price Fields Complex facilities will be in working order on the date this contract becomes effective and will be inspected by both the CITY and 4F SPORTS before this Agreement shall be executed. The CITY retains the right to enter upon the fields and facilities at any time for inspection, maintenance, repairs or any other purpose related to this Agreement. The CITY will inspect the Price Fields Complex fields and facilities bi-annually for the duration of this contract year, to determine whether or not the fields and facilities are being maintained by 4F SPORTS in compliance with the specified maintenance standards.

FORM # 1 of Verification Forms will be used to detail the results of each inspection. In the event the fields or facilities are not in compliance with the maintenance standards specified by this Agreement, the CITY shall provide a written Notice of Noncompliance to 4F SPORTS within five (5) business days from the date of the inspection. The Notice of Noncompliance will state the specific nature and extent of each area of noncompliance and shall require 4F SPORTS to remedy the violation and become compliant in each area within a stated period of time to be negotiated with 4F SPORTS but ultimately decided by the CITY. Failure to do so shall be a material breach of this Agreement and may result in termination of the Agreement by the CITY.

16. **IMPROVEMENTS OR EMERGENCY REPAIRS**: The Price Fields Complex fields and facilities shall at all times remain the property of the CITY and no improvements or structures may be built upon the fields or facilities without written permission from the CITY. The CITY shall be responsible for all major repairs necessary at Price Fields Complex to include, but not be limited to restrooms, plumbing, parking lots, and general electrical issues. 4F SPORTS shall be responsible for all other repairs including any damage caused by 4F SPORTS.

17. RESTROOMS: The CITY will provide restroom facilities at Price Fields Complex to be utilized by 4F SPORTS. 4F SPORTS will provide ample restroom supplies for each restroom facility utilized by participants. 4F SPORTS will open, stock and clean the restroom facilities prior to each scheduled game and practice, including both league and tournament play. 4F SPORTS will lock restroom(s) after each scheduled game and practice, including both league and tournament play.
18. UTILITIES: 4F SPORTS shall be responsible for all utilities except for water and sanitation as explained below at the Price Fields Complex. The CITY agrees to provide up to 25,000 gallons of water per month at no charge to 4F SPORTS, which amount should be sufficient to provide irrigation and all other necessary water for the Price Fields Complex. Any usage in excess of this amount, shall be charged to 4F SPORTS at the standard rate. The CITY also agrees to provide 2 dumpsters which shall be emptied up to 2 times per week during baseball and softball seasons at no charge to 4F SPORTS. Any additional service shall be charged to 4F SPORTS at the standard rate.
19. INSURANCE: 4F SPORTS shall maintain general liability insurance covering the premises and activities of the Price Fields Complex facilities and program in an amount not less than Two Million Dollars (\$2,000,000) and shall name the CITY as a co-insured. A copy of the policy shall be provided to the CITY at the time this Agreement is executed. 4F SPORTS shall maintain the required insurance with an insurer carrying a Best's "A" or equivalent rating that is licensed and admitted to write and issue insurance policies in the State of Oklahoma.
20. INDEMNIFICATION: As partial consideration for this Agreement, 4F SPORTS agrees to indemnify, defend (at the CITY's option), and hold harmless the CITY, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of 4F SPORTS, its competitors, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted uses of the fields and facilities, any injury or damage that occurs on or about the fields or facilities relating to 4F SPORTS activities, or 4F Sport, Inc.'s performance or failure to perform the terms and conditions of this Agreement. 4F SPORTS shall promptly notify the CITY of any serious injuries occurring on the fields or facilities and of any claim asserted by any individual.
21. LAWS: This Agreement shall be governed by the laws of the State of Oklahoma. Exclusive jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court of Washington County, Oklahoma.

22. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, or other communications between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions herein, and the provisions of this Agreement are intended to be and shall be deemed severable.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date set forth below.

Executed this 3rd day of January 2023.

CITY OF BARTLESVILLE:

Mayor Dale Copeland

City Clerk

4F SPORTS, INC.:

CITY OF BARTLESVILLE USER GROUP AGREEMENT – FORM #1 – INSPECTION VERIFICATION

Organization: 4F Sports, LLC
Program / Activity: Baseball and Softball at Price Fields Complex

Playing Field Condition:

- Turf mowed adequately, to the correct height, and frequently enough to promote good turf grass growth without the creation of excess thatch
- No thatch present in outfield fences
- Turf adequately watered and fertilized to support dense, stable growth of turf grass
- Weeds sufficiently controlled
- Dirt well groomed and sufficient dirt added to prevent water from pooling
- Lips removed from transitions
- Base plugs present and accessible
- Pitching mounds maintained and in reasonable condition
- Fence in good condition with any needed repairs made
- Lights and scoreboards are all functional

Facility Condition:

- Dug outs are clean, swept, and in good repair
- Grass has been mowed and edged. Any bare spots caused by excessive foot traffic have been addressed.
- All concrete areas are clean and have been swept clear of clippings, dirt, and other debris.
- Storage facilities, concession stands, and restrooms are clean, organized, in good repair, and secure
- Batting cages are clean and netting is in good repair
- All fences, nets, and other appurtenances are maintained in good repair
- Bleachers are clean and in good repair
- Trash cans are all present, empty, and sufficiently clean
- Parking lot is clear of trash, dirt, clippings, and other debris
- All facility lights are functional
- All signs are present and in good repair
- Facilities as a whole are clean, in good repair, and make a positive impression on visitors to our facility

NOTES: _____

CITY OF BARTLESVILLE USER GROUP AGREEMENT – FORM #3 – APPROVED IMPROVEMENTS

Organization: 4F Sports, LLC
Program / Activity: Baseball and Softball at Price Fields Complex

This form shall be used to document the successful completion and acceptance of the improvements made by 4F Sports to the Price Fields Complex. Invoices shall be provided by 4F Sports to substantiate the total cost of the improvements. Improvements must be inspected by the City before, during, and after completion of the project.

PROJECT	TOTAL COST	COMPLETION DATE	INSPECTED BY	SIGNATURE

NOTES: _____

