

Monday, June 2, 2025 5:30 p.m.

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

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

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Curd.
- 2. Roll Call and Establishment of a Quorum.
- 3. Invocation by Dr. Larry Cowan, Grand Mental Health.
- 4. Public Comments on Agenda Items.
- 5. City Council Announcements and Proclamations.
 - Douglass School Reunion Days July 17-20, 2025

6. Authorities, Boards, Commissions and Committees

- One opening on the Bartlesville Area History Museum Trust Authority
- One Opening on the Bartlesville Library Trust Authority
- One opening on the Street and Traffic Committee
- Two openings on the White Rose Cemetery Board

7. Consent Docket

a. Approval of Minutes

i. The Regular Meeting Minutes of May 5, 2025.

b. Approval and/or Ratification of Appointments and Reappointment to Authorities, Board, Commissions, and Committees.

- i. Reappointment of Mr. Eric Gray, Ms. Kim Miller, and Ms. Julie Pranger to additional two years each to the Bartlesville Library Board at the recommendation of Mayor Curd.
- ii. Reappointment of Mr. Michael Colaw and Mr. Dean Robertson to additional threeyear terms on Visit Bartlesville Board of Directors at the recommendation of Vice Mayor Dorsey and Councilman Kirkpatrick.

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

- i. PatronPoint Software License Agreement between Springshare, LLC and Bartlesville Public Library/City of Bartlesville to assist with online access to a variety of library services in the amount of \$8,500.
- ii. Service Agreement with Sanderson Construction LLC to provide site restoration of a demolished property in the amount of \$25,000.
- iii. Literacy Training Contact between the Oklahoma Department of Libraries and the City of Bartlesville for in-person training, at no expense to the Library.
- iv. Annual Destination Marketing Agreement with Visitors Inc. in the amount of \$445,000.

- v. Contract with B-Town Construction to install a slip line sewer rehab on select line segments in the amount of \$99,505.
- vi. Five T-Hangar Lease Agreements to be executed to reflect rent increase to fair market value with the addition of a CPI-U annual increase component resulting in \$13,200 revenue annually.
- vii. Support and Software Assurance Agreement with Verge Network Solutions as a telecommunications vendor, a two-year agreement in the amount of \$9,792.00.
- viii. Third Amendment to the tower/ground lease agreement between the City of Bartlesville and SBC Tower Holdings, LLC for a portion of property located in Washington County named SE Water Tower Bartlesville.
- ix. Amendment to License Agreement for the ForeUP credit card processing payment agreement, fees expenses on yearly budget based on percentage of projected revenues.

d. Receipt of Bartlesville NEXT Progress Report

i. Bartlesville NEXT Progress Report May 2025.

e. Receipt of ALPR (Flock Cameras) Report

- i. ALPR Report for April and May 2025
- f. Receipt of Financials
 - i. Interim financials for ten months ending April 30, 2025.
- g. Receipt of Bids
 - i. Bid No. 2024-2025-015R Operation Yard Sheds Project
 - ii. Bid No. 2024-2025-017 for Tuxedo FEB Liner Replacement Project
- 8. Discuss and take possible action to award Bid No. 2024-2025-015R for Operation Yard Sheds Project. Presented by Vice Mayor Dorsey.
- 9. Discuss and take possible action to award Bid No. 2024-2025-017 for Tuxedo FEB Liner Replacement Project. Presented by Vice Mayor Dorsey.
- 10. Public hearing, consideration and possible action on a request to rezone 0.72 acres from RM-3 (Residential Multifamily) & C-2 (Neighborhood Shopping) to C-5 (General Commercial)/PUD (Planned Unit Development), and for approval of a PUD Site Development Plan, located at 125-136 SE De Bell Ave., from Keleher Architects on behalf of William Hiatt Trust. Presented by Larry Curtis, Director of Community Development.
- 11. Public hearing, consideration and possible action on a request to rezone 0.48 acres from C-2 (Neighborhood Shopping)/PUD (Planned Unit Development) to RM-3 (Residential Multifamily)/New PUD, and for approval of a PUD Site Development Plan, located at 521, 525, and 529 S. Seneca Ave., from Richard Smith of American Bison Construction Co. on behalf of Quantum trading Group LLC. Presented by Larry Curtis, Director of Community Development.
- 12. Discuss and take action on a request for Final Plat approval, 0.48 acres, to be zoned RM-3/PUD, located at 521, 525, and 529 S. Seneca Ave., from Richard Smith of American Bison Construction Co. on behalf of Quantum Trading Group LLC. Presented by Larry Curtis, Director of Community Development.
- 13. Unsheltered Homeless Task Force Update. Presented by Task Force Members Ms. Rachel Showler and Mr. Tom Gorman.
- 14. Discuss and take possible action to adopt an ordinance recommended by the Unsheltered Homeless Task Force regulating acts prohibited in public spaces. Presented by Unsheltered Homeless Task Force Chairman and Councilman Aaron Kirkpatrick.

- 15. Discuss and take possible action to approve a resolution amending the Unsheltered Homeless Task Force as established with Resolution #3722 to extend the term of the Task Force. Presented by the Unsheltered Homeless Task Force Chairman and Councilman Aaron Kirkpatrick.
- 16. Discuss and take possible action on an appeal by Brad D. Purvis of the Hearing Examiner's Order of Abatement for demolition and removal of a dilapidated structure at 116 S. Comanche Avenue, legally described as the South 1/2 of Lot 5, Block 12, Capitol Hill Addition, Bartlesville, Washington County, Oklahoma (Code Enforcement Case Number DS-0325-0378). Presented by Larry Curtis, Director of Community Development.
- 17. Discuss and take possible action to appoint one City Councilmember, one Planning Commissioner, and three community stakeholders to an ad hoc committee to evaluate and select a consultant to assess the effectiveness of current land use development codes and to modify and reform such codes. Presented by Larry Curtis, Director of Community Development.
- 18. Discuss and take possible action regarding the naming of the internal parkway at Lee Lake to "Lisa Beeman Parkway". Presented by Larry Curtis, Director of Community Development.
- 19. Discuss and take possible action on an updated policy on records retention and authority to destroy as part of the City's Accounting Policies and Procedures Manual. Presented by Jason Muninger, CFO/City Clerk.
- 20. Presentation on results from the Strategic Planning Retreat. Presented by Mike Bailey, City Manager.
- 21. New Business.
- 22. City Manager and Staff Reports.
- 23. City Council Comments and Inquiries.

24. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Tuesday, May 27, 2025.

Jason Muninger

/s/ Elaine Banes

Jason Muninger, City Clerk/CFO

by Elaine Banes, Deputy City Clerk

City of Bartlesville Website: <u>https://www.cityofbartlesville.org/city-government/city-council/meeting-agendas/</u> Live Streaming: <u>https://www.cityofbartlesville.org/city-government/city-council/webcast/</u> Cable Viewing on Sparklight: Channel 56

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

Agenda Item 5.



Official Proclamation

"DOUGLASS SCHOOL REUNION DAYS" JULY 17-20, 2025

Whereas, Douglass School was a major force for education and a social center for the west side of Bartlesville from 1907 to 1971; and

Whereas, over these years our community and state have been the recipients of high standards of education and personal and moral responsibility inculcated in the students attending this school; and

Whereas, these former students still gather in reunion to renew friendships on a triannual basis; and

Whereas, such a reunion will occur in Bartlesville on July 17 through July 20, 2025.

NOW THEREFORE, I, James S. Curd. Jr., Mayor, City of Bartlesville, do hereby officially proclaim July 17-20, 2025 as "Douglass School Reunion Days" and encourage all citizens of the City of Bartlesville to celebrate this reunion.

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

James S. Curd, Jr., Mayor



City Hall, Council Chambers 401 S. Johnstone Avenue Bartlesville, OK 74003 MINUTES OF THE REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, May 5, 2025 Immediately following the Bartlesville Municipal Authority Special Meeting beginning at 5:30 p.m.

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

MINUTES

(The Notice of Meeting was posted December 15, 2024 and the Agenda was posted April 29, 2025 at 5:30 p.m.)

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

City staff in attendance was Mike Bailey, City Manager; Laura Sanders, Assistant City Manager, Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Fire Chief H.C. Call; Keith Henry, Director of Public Works; Kelli Williams, Chief Communications Officer; Larry Curtis, Director of Community Development; Robin Betts, Director of H.R.; Alicia Shelton, Accounting and Finance Supervisor; Kiley Roberson, Director of the Library and History Museum; Police Chief Kevin Ickleberry; Deputy Police Chiefs Troy Newell and Andrew Ward; Police Captain Elkins; Police Captain Martinez; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Curd immediately following the Bartlesville Municipal Authority meeting at 5:36 p.m.
- 2. Roll Call was conducted a quorum established.
- 3. Public Comments on Agenda Items.

Jackie and Colin Whitley stated they were against adding fluoride to the water system, using Agenda Item 11 as reference for their concerns.

Homer Heffington provided comments on HB 2017, using Agenda Item 6.c.&d. as reference for his comments.

Eddie Collins reported tree limbs down on Madison and Tuxedo that needs to be cleaned up. He also encouraged the Council to approve Item 17.

Sarah Burnett asked that the Council approval Item 17.

Shavon Robles and Quinn Schipper asked the Council to vote against Item 17.

4. City Council Announcements and Proclamations.

- National Day of Prayer May 1, 2025 read by Mr. Kirkpatrick.
- Flood Insurance Month May, 2025 read by Mr. Sherrick.
- Frontline Worker Appreciation Month May, 2025 read by Mr. East.

5. Authorities, Boards, Commissions and Committee Openings

- One opening on the Bartlesville Area History Museum Trust Authority
- One Opening on the Bartlesville Library Trust Authority
- One opening on the Street and Traffic Committee
- Two openings on the White Rose Cemetery Board

Mayor Curd read the openings.

6. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of April 7, 2025.
- ii. The Special Meeting Minutes of April 22, 2025.
- iii. The Special Workshop Meeting Minutes of April 28, 2025.

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

- i. Airport Hangar Lease Agreement between the City of Bartlesville/Bartlesville Municipal Airport and Buffalo Wings LLC and Wings of Change Ministries to reflect the rent increase to fair market value with the addition of a CPI-U annual increase component.
- ii. Proposal from Midwest Infrastructure Coatings to install an interior coating system on selected sanitary sewer manholes in the amount of \$17,480.
- iii. Task Order No. 5 to the Master Services Agreement with Parkhill, Smith and Cooper for Airport Consulting Services, covered through a BDA Grant.
- iv. Proposal for the foreUP Point of Sale Golf Course software in an annual amount of \$8,988.
- v. Right-of-Way Donation Agreement with Ron and Retta Revard for additional public right-of-way along the east side of Madison Boulevard north of Tuxedo Boulevard.
- vi. Change Order No. 1 to Grant No. AIP 3-40-0007-019-2024, ODAA BVO-24-FS Reducing total existing contract amount from \$1,531,325.00 to new contract amount of \$1,510,206.50.

c. Approval of Oklahoma Municipal Assurance Group Ballot

i. Approve casting City of Bartlesville votes for incumbents Lindsey Moak from El Reno and Vicki Patterson from Broken Bow to the Oklahoma Municipal Assurance Group (OMAG) Board of Trustees.

d. Receipt of Bartlesville NEXT Progress Report

i. Bartlesville NEXT Progress Report April 2025.

e. Receipt of Financials

i. Interim financials for nine months ending March 31, 2025.

f. Receipt of Bids

- i. Bid No. 2024-2025-015 Operation Yard Sheds
- ii. Bid No. 2024-2025-016 Bartlesville 2025 Preventive Maintenance Streets Project

Mayor Curd provided the consent docket on a PowerPoint slide and referred citizens to the agenda where every item was listed. He asked if there were any items to be pulled for discussion. There were none.

Vice Mayor Dorsey moved to approve the Consent Docket as presented, seconded by Mr. East.

Voting Aye:Mr. Kirkpatrick, Vice Mayor Dorsey, Mr. Sherrick, Mr. East, Mayor CurdVoting Nay:NoneMotion:Passed

7. Discuss and take possible action to award Bid No. 2024-2025-015 for Operation Yard Sheds. Presented by Vice Mayor Dorsey.

Vice Mayor Dorsey reported that during the bid review process, the two lowest bidders proposed using a subcontractor with a history of performance issues. This contractor has previously filed multiple claims against the City, resulting in two lawsuits - both of which were resolved in the City's favor - and also failed to complete one of associated projects. Based on this history, City staff has determined that this contractor is ineligible to perform work on any City funded project. Unfortunately, this ineligibility was not communicated in the original bid documents. After consulting with the City Attorney, staff believes the most equitable course of action is to reject all submitted bids and rebid the project, clearly stating the contractor's ineligibility in the revised bid documents. Therefore, staff recommends the rejection of all bids due to this oversight.

Vice Mayor Dorsey moved to reject all bids and to rebid the project, seconded by Mr. Kirkpatrick.

A brief discussion covered if any bidding expense is refunded to the bidders, with staff confirming there were no costs to the bidders to refund; how the next round will be higher; how there are unallocated funds that can cover the overage; and how these sheds are for two City departments and will keep all heavy equipment under cover.

Voting Aye:Vice Mayor Dorsey, Mr. Sherrick, Mr. East, Mr. Kirkpatrick, Mayor CurdVoting Nay:NoneMotion:Passed

8. Discuss and take possible action to award Bid No. 2024-2025-016 for the Bartlesville 2025 Preventative Maintenance Streets Project. Presented by Vice Mayor Dorsey

Vice Mayor Dorsey moved to award Bid No. 2024-2025-016 to Holbrook Asphalt, LLC, St. George, Utah, in the amount of \$3,767,112.21, seconded by Mr. East.

A brief discussion covered how the home company is in Utah, but there is a local office in Wichita, KS; review of how the product works from Mr. Siemers; and a timeline for completion.

Voting Aye:Mr. Sherrick, Mr. East, Mr. Kirkpatrick, Vice Mayor Dorsey, Mayor CurdVoting Nay:NoneMotion:Passed

9. Public Hearing and possible action on a request by Michael and Sheila Wood to close a portion of the Drainage & Utility Easement located on the east side of Lot 6, Block 2, Southern Hills Addition, Phase Two Addition, Bartlesville, Washington County, Oklahoma. Presented by Micah Siemers, P.E., Director of Engineering.

Mr. Siemers reported that the applicant is requesting the closure because they are trying to sell the house and the mortgage loan survey showed that the swimming pool encroached upon the west edge of the drainage & utility easement. The lenders and buyer require that the encroachment be addressed before moving forward with the closing. Staff did not receive objections from Police, Fire, Planning, Public Works, Water Utilities or Engineering departments. There is a large concrete drainage channel in the easement that will not be affected by closing

the westerly 5 feet of easement. There is also a sanitary sewer located within the easement, but it is east of the drainage channel and will not be impacted. Sufficient easement will remain to maintain these facilities. Staff did not receive objections from ONG, PSO, AT&T or Sparklight as they do not have facilities located within this easement and do not need access through this portion of the easement, therefore they have no objections to the request.

Mayor Curd opened the public hearing at 6:21 p.m. There being no one appear to speak, the Mayor closed the public hearing at 6:21 p.m.

Vice Mayor Dorsey moved to adopt the Ordinance closing a portion of the easement as presented, seconded by Mr. East.

Voting Aye:Mr. East, Mr. Kirkpatrick, Vice Mayor Dorsey, Mr. Sherrick, Mayor CurdVoting Nay:NoneMotion:Passed

10. A public hearing on and possible action to adopt an Ordinance annexing a 27.015 acre, more or less, tract of land legally described as in the SW/4 SW/4 of Section 3, Township 26 North, Range 12 East of the Indian Base and Meridian, Osage County, Oklahoma, together with adjoining right-of-way for U.S. Highway 60, to be zoned M-2 General Industrial/PUD., and to amend the Comprehensive plan to include said territory in the Miscellaneous Context Area and the Industry and Trade Character Area, located east of the Bartlesville Municipal Airport (the former Siemens property). Presented by Larry Curtis, Director of Community Development.

Mr. Curtis reported that the applicant and sole owner of the subject property is Dinner Out, LLC, an affiliate of Lincoln Electric Products Co. The property adjoins property to the west and north that is already included in the Bartlesville city limits. Oklahoma State Law permits the governing body to annex by ordinance any territory adjacent or contiguous to the City with the written consent of the owners of a majority of the acres to be annexed. Notice of this annexation request was executed as required by Oklahoma state law. The ordinance which, if adopted, would: • extend the corporate City limits to include these 27.015 acres, together with adjoining right-of-way for U.S. Highway 60, • zone the property as M-2 General Industrial / PUD, • amend the Comprehensive Plan to include the territory in the Miscellaneous Context Area and the Industry and Trade Character Area, and • designate this area as part of Ward 4. The City Planning Commission considered these requests on April 22, 2025. There was one change to the Staff report to Planning Commission, made by way of Staff presentation at the meeting: • Applicant shall maintain the existing off-street parking lot landscaping, as described in revised Sheet 7 of the PUD Site Development Plan.

The Planning Commission conducted a public hearing and unanimously recommended to City Council, by a vote of 7-0, the approval of the petition for voluntary annexation, the amendment of the Comprehensive Plan to include the territory in the Miscellaneous Context Area and the Industry and Trade Character Area, and the zoning of the property as M-2 General Industrial /PUD, as presented by Staff. The City Council is requested to hold a public hearing at this meeting and take possible action to adopt an Ordinance annexing a 27.015 acre, more or less, tract of land legally described as in the SW/4 SW/4 of Section 3, Township 26 North, Range 12 East of the Indian Base and Meridian, Osage County, Oklahoma, together with adjoining right-of-way for U.S. Highway 60, to be zoned M-2 General Industrial / PUD, and to amend the Comprehensive Plan to include said territory in the Miscellaneous Context Area and the Industry and Trade Character Area.

Mayor Curd opened the public hearing at 6:25 p.m. There being no one appear to speak; the Mayor closed the public hearing at 6:25 p.m.

Mr. Kirkpatrick moved to adopt the Ordinance annexing said property as presented, seconded by Vice Mayor Dorsey.

Voting Aye:Mr. Kirkpatrick, Vice Mayor Dorsey, Mr. Sherrick, Mr. East, Mayor CurdVoting Nay:NoneMotion:Passed

11. Public hearing and possible action on a Resolution adopting the City of Bartlesville Budget for Fiscal Year 2025-2026 and establishing budget amendment authority, authorizing the cancellation of encumbrances which are not due and payable as of June 30, 2025, and reappropriating amounts of cancelled encumbrances to the same fund and department for Fiscal Years 2025-2026. Presented by Jason Muninger, CFO/City Clerk.

Mr. Muninger provided a budget recap as follows:

Revenue:

- Sales tax
 - Budget conservatively estimated based on 2025 Actuals with a 1.0% reduction applied
 - This equates to a \$232K reduction from actuals collected in FY 2025
- Use Tax
 - The City has chosen the conservative budget amount of \$4.7 million which is 2.0% reduction applied
 - This equates to a \$100K reduction from actuals collected in 2025
- Utility rates effective July 1, 2025
 - Continuing the rate study effective for FY 2025
 - Estimated 4.9% rate increase for average residential customer in the fifth year of implementation

Personnel:

- A 2.5% COLA to be given to all employees
- A 2.5% Merit given to all eligible employees
- Addition of a 11 FTE's
- Mr. Muninger then provided highlights of the Resolution adopting the budget:

Section 1. – adopts the budgeted amounts included in the document

• Sets the legal level of control at department within a fund

- Section 2. sets budget amendment authority for the City Manager during the year • City Manager can adjust budgets within a fund (cannot alter reserves)
- Section 3. sets budget amendment authority for the City Council during the year
- City Council can increase budgets, transfers between funds, and alter reserves **Section 4.** re-appropriates all encumbrances that remain open at fiscal year end
 - Re-encumbers all open purchase orders and increases budget to match the offset expense

Mayor Curd opened the public hearing at 6:30 p.m. There being no one appear to speak; the Mayor closed the public hearing at 6:30 p.m.

Mr. Kirkpatrick moved to approve the Resolution as presented, seconded by Mr. East.

Mayor Curd, Mr. Kirkpatrick and Mr. East all stated their appreciation to staff for the work put into the budget. Mr. East also included his appreciation to past Council and staff for their diligence in securing a reserve fund and maintaining it. Mr. Muninger thanked Alicia Shelton and Micah Siemers for their assistance. Mr. Bailey appreciated Mr. Muninger, Ms. Shelton and Mr. Siemers also.

Voting Aye:Vice Mayor Dorsey, Mr. Sherrick, Mr. East, Mr. Kirkpatrick, Mayor CurdVoting Nay:NoneMotion:Passed

12. Discuss and take possible action to approve the Capital Improvements Program (CIP) Budget for Fiscal Year 2025-2026. Presented by Micah Siemers, P.E., Director of Engineering.

Mr. Siemers reported that in August of 2020, the citizens of Bartlesville voted to extend a one-half cent sales tax to finance capital improvements for a five-year period. The authorizing ordinance stated that this sales tax is to be used for the making of capital improvements, to include, but not limited to roads and streets, drainage improvements, water improvements, sewer improvements, machinery and equipment, furniture and fixtures, rights-of-way, all real property, all construction or reconstruction of buildings, appurtenances and improvements to real property and other costs and expenses related thereto. A specific list of improvements which is to be financed from the proceeds of this tax, to the extent funds are available is attached hereto as Exhibit A. Projects shown in green were advertised for the election and make up 70% of the anticipated revenue generated through this sales tax. While the other projects, which were approved by Council, make up the remaining 30% of the funds. The accounting staff has identified in the FY 2025-2026 Operating Budget for the Capital Improvement Project (CIP) Sales Tax Fund a \$4,471,481 budget for new projects. Carry over projects totaling \$3,481,226 include the committed capital funding for previous fiscal year projects that have not yet been completed. Staff has compiled a list of proposed FY 2025-2026 ¹/₂ cent sales tax capital improvement projects (CIP) totaling \$3,672,560 for Council consideration. CIP carry over and proposed projects are shown in Exhibit B. Highlighted projects are priority (70%) projects. These projects have been assembled from the list of voter approved projects as shown in the original 2020 1/2 cent sales tax CIP included as Exhibit A. In addition to allocating funds from the $\frac{1}{2}$ cent sales tax revenue source, proposed carry over projects are summarized for the Wastewater Regulatory Fund, City Hall Fund, and Storm Sewer Fund, as well as the 2018B, 2019B, 2022 and 2023 General Obligation Bond funds which are shown in Exhibit C. Staff is recommending proposed projects for the Wastewater and, Wastewater Regulatory Fund and City Hall Fund, shown in Exhibit D. Finally, staff is also recommending carry over and proposed projects for the Capital Reserve Fund which are shown in Exhibits E and F, respectively. Changes since the workshop meeting on April 28, 2025 are minimal and were covered at the meeting. Funds are being carried over in Capital Reserve for Strategic Plan Priorities and the amount carried over in the Sales Tax Fund for Preventive Maintenance Streets was increased by \$175,000. Other than that, there were a couple of equations that did not calculate correctly so those have been addressed which reduces the unallocated amount in Sales Tax somewhat from what was presented in the staff report for the workshop meeting. Mr. Siemers reviewed each exhibit and they are attached to these minutes for reference.

Vice Mayor Dorsey moved to approve the CIP Budget for FY 2025-2026 as presented, seconded by Mr. East.

At Mayor Curd's inquiry, Mr. Siemers reported that the downtown landscaping is currently under design.

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

13. Presentation and receipt of the FY 2024-2025 Annual Report of the Bartlesville Development Authority, and take possible action to approve the proposed operating budget for FY 2025-2026, appropriating funds from the Economic Development Fund to

support annual operations. Presented by David Wood, President, Bartlesville Development Authority.

Vice President Chris Batchelder reported that the BDA has been busy and provided an update on Blue Whale Materials who is preparing to add another building to the two they already utilize; Blue Whale is also in the process of hiring an H.R. Director and are in the process of staffing up; how they will be fully operational some time next year. Also, Lincoln Electric Products are going through their engineering and architecture work to have it fully ready for their needs. They are also in the process of hiring an H.R. Director. Their State incentive packages through the quality jobs program were approved late last year, so they are fully incented at the State and local level. They have a potential lease tenant for the third floor of the tower building also. He stated the Council action on approving the annexation of the property which he feels is a win-win for all involved. Additionally, ABB is preparing for their third expansion. ABB is an amazing corporate partner for our community, and they have already met their job threshold. The new spec building will begin construction in June 2025 and conversations with potential lease partners are already being held. Phillips Precision Machine is preparing for another expansion planning to build a 6,000 sq. ft. building on about 1.5 acres. A new hangar will be constructed at the airport that will accommodate a MD80 aircraft and the BDA is in the process of preparing an MDO to recruit business there.

He provided the 2025-2026 budget covering revenue and expenses. Regarding personnel, he announced that David Wood, President of the BDC, will be retiring at the end of January 2026.

Vice Mayor Dorsey expressed his appreciation for the work and growth that the BDC has continued to bring into Bartlesville. He also appreciated that Blue Whale and Lincoln Electric have hired H.R. Directors, and was glad to hear that Phillips Precision Machines was doing so well. Discussion covered the business that Lincoln Electric will be leasing the offices to is a local company wanting to expand, and the conversation recently held for the spec building was with a company from Florida.

Following Mr. Batchelder's report, Mayor Curd expressed his thanks to Mr. Wood for over 14 years of improving Bartlesville and its workforce. He added that Bartlesville would not be having any of these development and business discussions, along with the money in the bank, without Mr. Wood's oversight, persistence, ability to work with people, and finding ways to get them to come to Bartlesville. He stated his appreciation for his service to the community. Mr. Wood stated his thanks and feels that he is leaving the BDA in very good hands.

Mr. Kirkpatrick moved to receive the annual report and approve the BDA Budget for FY 2025-2026 as presented, seconded by Vice Mayor Dorsey.

Voting Aye:Mr. East, Mr. Kirkpatrick, Vice Mayor Dorsey, Mr. Sherrick, Mayor CurdVoting Nay:NoneMotion:Passed

14. Discuss and take possible action to approve the annual contract between the City of Bartlesville and the Bartlesville Development Authority for Economic Development Services for the period of July 1, 2025 through June 30, 2026. Presented by David Wood, President, Bartlesville Development Authority.

Mr. Batchelder reported that the contract is much the same as previous years, only with a change of dates and amount.

Vice Mayor Dorsey moved to approve the annual contract with the BDA for FY 2025-2026 in the amount of \$690,000 as presented, seconded by Mr. East.

Voting Aye:Mr. Kirkpatrick, Mr. Sherrick, Mr. East, Vice Mayor Dorsey, Mayor CurdVoting Nay:NoneMotion:Passed

15. Discuss and take possible action on a recommendation by the Bartlesville Development Authority to appropriate \$600,000 from the Economic Development Fund to Paxterra, LLC/Metal Goods Manufacturing to be utilized toward the purchase and renovation of property located at 417 W. 8th Street supporting the addition of 40 employees. Presented by Chris Batchelder, Vice President, Bartlesville Development Authority.

Mr. Batchelder provided background to the Council about how the BDA's long-standing incentives are developed, the criteria required to receive the incentive, and how the incentive is monitored. He went on to provide background on Metal Goods Manufacturing and KC Welding which is a family-owned business in Bartlesville. MGM was incorporated in 1939 and has been located in Bartlesville since its beginning, and that the BDC assisted with an expansion a few years ago. They chose this new expansion to be in Bartlesville instead of Georgia where they also have a facility. MGM has an opportunity to purchase the 25,000 sq. ft. building located across the parking lot from their existing facility, effectively doubling their current footprint and allowing them to expand their operation significantly to keep up with industry demand. After renovations and build out the total investment in the property should exceed \$1,500,000. The \$750,000 purchase also comes with a substantial expandible raw land footprint for future growth. This request is for a \$600,000 allocation from the Economic Development Fund as an incentive to create 40 new jobs for the MGM expansion in the form of a forgivable loan to be reconciled at the end of the calendar year annually for 10 years or until the 40-job hiring target is achieved. A second mortgage on physical property and personal guaranty of ownership will be required.

A brief discussion covered how the explanation of incentives by Mr. Batchelder was helpful; how good it is to incentivize a company who has been successful for 85 years; past incentives that have succeeded and the few that have failed; and how Tri County Tech is providing classes to enable local citizens with training in order to work for the new incoming companies, as well as the expanding companies.

Vice Mayor Dorsey moved to approve the Paxterra LLC/Metal Goods Manufacturing incentive in the amount of \$600,000 as presented, seconded by Mr. Kirkpatrick.

Voting Aye:Vice Mayor Dorsey, Mr. Sherrick, Mr. East, Mr. Kirkpatrick, Mayor CurdVoting Nay:NoneMotion:Passed

16. Presentation and receipt Visitors Inc. FY 2024-25 Annual Report, and take possible action to approve the Visitors Inc. Fiscal Year 2025-26 Operating Budget. Presented by Maria Gus, Executive Director, Visit Bartlesville.

Ms. Gus provided the Mission of Visit Bartlesville and how it is a destination marketing organization. She provided statistics and data of where visitors are from, how effective their website and social media is, wins and accolades, event fiscal impact, event attendance, attractions, and the annual report. Ms. Gus reported that Visit Bartlesville fiscal impact amounts to \$847,781 with economic support from the City, showing a direct return on investment of 91%. She provided the proposed budget revenue and expenses for FY 2025-26.

Vice Mayor Dorsey moved to receive Visitors Inc. annual report and approve Visitors Inc. FY 2025-26 Operating Budget with City economic support in the amount of \$445,000 as presented, seconded by Mr. East.

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

Voting Nay:	None
Motion:	Passed

Mr. East provided his appreciation for the data tracking and the report. Mayor Curd stated his appreciation of Ms. Gus and her staff.

*At this point in the meeting, 8:00 p.m., Mayor Curd inquired if the Council was agreeable to moving forward an additional 30 minutes since the meeting time limit had been met (2.5 hours). The Council was in agreement to move forward with the meeting.

17. Presentation, discussion and possible action to approve a resolution of the City Council adopting amendments of the Endeavor 2045 Comprehensive Plan for the City of Bartlesville. Presented by Larry Curtis, Director of Community Development.

Mr. Curtis reported that the Endeavor 2045 Comprehensive Plan was commissioned by the City Council in 2023 as a Citywide vision and policy document to guide future growth development, infrastructure investment, and community priorities up to year 2045. It replaces the previous comprehensive plan adopted in 1999 and represents over a year of work by staff, consultants, stakeholders and the community. Throughout these phases the City engaged in a broad and inclusive public outreach effort which included a comprehensive plan advisory committee made up of 12 individuals appointed by the City Council of residents and community leaders who met four times during this time providing key points to the process. In addition, the City held four public open houses, two focused on community visioning and two on the development plan held in various locations across the City. There were three pop-up outreach events including a booth at Shamrock the 'Ville and two Rotary Club meetings. There was also on online survey with over 1100 responses from residents complete with an interactive mapping tool that allowed participants to drop locations and specific suggestions about the community. There were five focus groups with representatives from housing, economic development, transportation, and human services sectors. There were multiple updates and workshops with the City Planning Commission and City Council, in total, at least 14 separate forms of public engagement were held ensuring that residents had meaningful opportunities to provide input. Following the City Planning Commission's review and recommendation, the City Council adopted the City's updated Comprehensive Plan, Endeavor 2045, by resolution on November 4, 2024.

At that meeting in November following its adoption, City Council provided for an additional 30-day comment period for the community to provide additional input to City Councilmembers, due to concerns raised by some members of the public regarding various elements of the plan. In January 2025, in response to continued public interest and concerns, at City Council's direction, staff formed a committee to review the Plan and consider changes and amendments. The committee consisted of resident, Sarah Burnett, Councilman Larry East, Vice-Mayor Trevor Dorsey, and Architect, Dan Keleher. City staff support to the committee included Larry Curtis, Community Development Director, and Greg Collins, Special Projects Manager. The committee met five times from January through April 2025 discussing concerns and proposed edits and amendments to the Plan. The committee's efforts resulted in the proposed document presented for approval showing proposed revisions to Endeavor 2045 in red font and strikethrough typeface. The City Planning Commission, at its Regular Meeting of April 22, 2025, while appreciating the intent behind the proposed amendments, expressed concerns about the optics and implications of reopening and changing the Plan so soon after the adoption, especially considering the depth of input and transparency that led to the current vision. The Commission was also concerned that the proposed changes could inadvertently undermine the public trust in the original process. Ultimately the Planning Commission voted unanimously to recommend that the City Council to retain the original adopted version without amendment.

Mayor Curd thanked Mr. Curtis for his report. Vice Mayor Dorsey took this opportunity to publicly thank all of 12 members of the comprehensive plan advisory committee that gave a year of their time by name - Shavon Robles, Chase Alcott, Roger Box, Lisa Cary, Ladonna Chancellor, Dean

Costello, Sara Freemen, Dan Keleher, Todd Mays, Cody Mead, Billie Roane (RIP), Quinn Shipper, all of the City staff involved, as well as the consultants. He added that while its not his apology to give, he apologized to the group he just recognized for the local political group that tried to undermine their work suggesting a covert agenda. He apologized for the fear-mongering effort throughout social media to discredit the work mounted by the local political group, and thanked them for being professional, not engaging in the back and forth, and continuing to show up and provide input and views in spite of the fact that the political group did not reach out and communicate with those who invested into the development the Plan.

Mr. East offered his appreciation to everyone involved in the development of the plan and stated that he was embarrassed that he did not participate in the public forums and surveys when they were offered. He added that the adoption came in at the end of the election cycle and was only aware at that time of the final draft. He added that he was appreciative that the Council provided an additional 30 days for study and comment, as well as forming the additional group to review and provide input. He felt that the amendments were mostly definitions of terms and there was no ill intent. He added that he ran the plan through an AI model and there were some areas that appeared to coincide with concerns of the smaller group. He recommended approval of the proposed Resolution amending the original Plan.

Mr. Sherrick stated that he was appreciative of the definitions provided to better understand the Plan. He congratulated the small group for those amendments and stated that he felt the amendments alleviate the fears around some of things that were initially raised as concerns. He inquired if the red-lined edition actually changed the function of the Comprehensive Plan, and if the red-lined edition was discriminatory. Mr. Kirkpatrick pointed out that one of the amendments was a strike though of "communities of color" which is discriminatory.

Mr. Kirkpatrick commented that he was not part of either group, but felt that to go from a process with a great deal of input by people from all over the community, then reduce it to one very small group, who appears to try and supersede the desire of the original group that worked together for over a year was something he could not support.

Mr. Sherrick inquired as to how many changes were offered to which Mr. Curtis stated that a spreadsheet was provided by one citizen and approximately 4-5 individuals who referenced the spreadsheet as part of their concerns. There were between 80 - 100 comments that were provided but some were duplicates, ending with 60 amendments to the proposed document.

Discussion covered whether the amendments would change the function or purpose of the Plan; zoning and architectural points and updates; using "shall" instead of "may" or vice versa; how there was a knee-jerk reaction from the small group of citizens in the beginning to scrap the whole plan and how the additional time and review was beneficial to assist in understanding the process and plan; how the amendments are not necessary; and on how the original group who worked diligently on developing the plan were attacked on social media.

Mr. East moved to approve the resolution adopting amendments as presented, seconded by Vice Mayor Dorsey.

Mr. Kirkpatrick stated that he appreciated the idea of definitions but was disappointed that the small group came with a presupposition that the UN had some overarching designs and influence of the process. That there was a hidden agenda with an overt political platform that was woven throughout. He stated that he does not feel political influence is an appropriate thing to be woven into guiding documents because the political platform can shift over time. He concluded this the Plan is meant to be a guide for the development and growth of Bartlesville and should not be about politics. Mr. Sherrick suggest that perhaps the document should go back to committee to pull out those items that may be political. Mr. Kirkpatrick disagreed stating that everyone has had the opportunity to read through it, reassess it and no one is interested in taking it back to

committee. He will not support the amendments, and stated that the Plan can be amended by the City Council as needed. Mr. Sherrick disagreed that there was a specific political agenda behind the review and amendments, and that he personally had heard from more than one person with concerns, so the previous report is inaccurate of how many were concerned.

Voting Aye:Mr. East, Mr. SherrickVoting Nay:Mr. Kirkpatrick, Vice Mayor Dorsey, Mayor CurdMotion:Failed

18. New Business.

There was no new business.

19. City Manager and Staff Reports.

There were no reports.

20. City Council Comments and Inquiries.

Mr. Sherrick announced May as Military Appreciation Month and expressed his appreciation to those who have served in the military.

21. There being no further business to address, Mayor Curd adjourned the meeting at 8:26 p.m.

James S. Curd, Jr.

Jason Muninger, City Clerk/CFO



City Council consideration for the reappointment of Eric Gray to the Bartlesville Library Board.

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the reappointment of Mr. Gray to the Library Board. His experience in education has been very helpful to us when discussing policy and procedure.

IV. RECOMMENDED ACTION

Mayor Curd and I recommend the reappointment of Eric Gray to the Bartlesville Library Board.



City Council consideration for the reappointment of Kim Miller to the Bartlesville Library Board.

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the reappointment of Ms. Miller to the Library Board. We appreciate her perspective and skills and dedication to the improvement of library services.

IV. RECOMMENDED ACTION

Mayor Curd and I recommend the reappointment of Kim Miller to the Bartlesville Library Board.



City Council consideration for the reappointment of Julie Pranger to the Bartlesville Library Board.

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the reappointment of Ms. Pranger to the Library Board. She is a valued resource for board and we appreciate her service.

IV. RECOMMENDED ACTION

Mayor Curd and I recommend the reappointment of Julie Pranger to the Bartlesville Library Board.



May 23, 2025

Mayor Jim Curd City of Bartlesville 501 S Johnstone Bartlesville OK 74003

The Honorable Jim Curd,

I would like to request that the City of Bartlesville add an item to the agenda for the next City Council meeting to approve the reappointment of Michael Colaw and Dean Robertson to the Visit Bartlesville Board of Directors.

The Visit Bartlesville board members voted unanimously to re-appoint Mr. Colaw and Mr. Robertson to the Trust Authority at the May 21, 2025 meeting.

Thank you for your consideration of this matter.

Sincerely,

Maria Swindell Gus Executive Director Visit Bartlesville



Discuss and take action to approve the PatronPoint Software License Agreement between Springshare, LLC and Bartlesville Public Library/ City of Bartlesville.

Attachments: PatronPoint Software License Agreement

II. STAFF COMMENTS AND ANALYSIS

PatronPoint is a marketing and communications platform used by libraries across the country to help register new customers and maintain contact with them. With PatronPoint, new customers can register for a library card online, and sign up for newsletters and email announcements, so they can be better informed about upcoming events and the status of their library accounts. The service will also verify that new customers live within the Library's service area, which will simplify the registration process.

III. BUDGET IMPACT

The subscription costs \$8,500 and will be paid out of the library's 101 budget. This amount was approved in the FY2026 budget.

IV. RECOMMENDED ACTION

Library staff recommends approval of the Springshare agreement.



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QUOTATION

Quotation Date: 2025-05-09

Specifically for:Bartlesville Public Library,600 S. Johnstone, Bartlesville, Oklahoma 74003

We are delighted to present our quotation which is valid until June 30th 2025.

Software and Services Proposed: Patron Point + Additional optional Modules as below.

Effective Date / Licence Start July 1st 2025

Termination Date / Licence End June 30th 2026

For Patron Point Only

Number of email addresses	18,000
Number of instances	1

One time fees	List Price	Subtotal	
Patron Point Set Up	\$2,500.00	\$0.00	
Verify Set Up	\$1,500.00	\$0.00	
SMS Set Up	\$1,000.00	\$0.00	

Annual services (Fixed cost for length of term)	List Price	Subtotal
Patron Point Subscription	\$7,500.00	\$6,500.00
Patron Sync (Mandatory for ILS integration)	\$1,000.00	\$1,000.00
Verify Subscription	\$1,500.00	\$0.00
SMS Subscription	\$1,000.00	\$1,000.00



Total (Annual Subscriptions)		\$8,500.00
**SMS Transactions (Billed annually in arrears)	\$0.01	\$0.01
*Verify Transactions (Billed Annually in arrears)	\$0.30	\$0.30
Transactions	Price	Subtotal

Please note: State and local taxes (where applicable) are not included.

Terms and Conditions

* Transaction Fees. As the cost for these services will vary based on transaction volume, we invoice for these services in arrears. **For SMS, Carrier Fees are billed along with message fees.

You are responsible for any costs associated with vendors or products whose services and tools interface with Springshare's products e.g. output programs, services, or subscriptions to APIs from the Library's ILS vendor.

Within sixty (60) days of each anniversary of the Effective Date, you will be invoiced for the upcoming year's subscription, including any price increase and any applicable one-time fees for additional products or services you may add to your subscription.

By signing below, you indicate that you that have full authority to enter into this agreement and accept the quotation provided and the terms and conditions provided in the Subscription Agreement in Appendix A.

Licencee – Bartlesville Public Library

By:

<u>Licensor - Springshare, LLC</u>

By:

lan Downie President, Public Library Division. 2025-05-09

Name: Position: Date:



Appendix A

Springshare LLC, Software Subscription Agreement

AGREEMENT: Subject to payment of applicable subscription fees, as specified in the Addendum to this Agreement, Springshare (801 Brickell Ave. Floor 8, Miami FL 33131) ("SPRINGSHARE" or "Licensor") hereby grants Bartlesville Public Library, 600 S. Johnstone, Bartlesville, Oklahoma 74003 United States ("Customer" or "Licensee") ("Licensor" and "Licensee," each a "Party" and, together, "Parties") a non-exclusive, non-transferable license to use the software listed in the Quotation ("Software").

The License begins on the Effective Date (as set forth in the Quotation) and continues until the Termination Date (as set forth in the Quotation) unless renewed. This License may be extended by the mutual agreement of the parties and after Licensee's payment of the agreed upon annual renewal license fee (which fee may be increased from time to time).

Absent Licensor's express written consent, Licensee shall not, nor shall it permit, authorize, or assist any third party to:

- modify, translate, merge, reproduce, enhance, or create derivative works based on the Software;
- sell, resell, license, distribute rent, lease, grant a security interest in, or otherwise transfer rights to, the Software; or
- reverse engineer or use the Software to (a) build a competitive product or service; (b) build a product using similar ideas, features; or functions of the Software or (c) copy any ideas, features, or functions of the Software.

Licensor may modify this Agreement only with the mutual agreement of the Licensee.

Licensee represents and warrants to Licensor that it will not transmit any materials that violate the rights of any third party, including intellectual property and contractual rights, or personal or privacy rights.



Licensor shall not be responsible for losses, costs, expenses, claims and liabilities (including attorneys' fees) arising out of or relating to Licensee's violation of this Agreement.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

TITLE: The Software is licensed, not sold, and Licensee has no ownership rights in the Software. Except for the License granted herein, Licensor retains all title, ownership rights, and intellectual property rights in the Software. The Software is protected by the copyright laws and treaties. The Licensor represents and warrants that it holds the rights to the intellectual property of the Software. Title and related rights in the content accessed through the Software is the property of the applicable content owner and may be protected by applicable law. This License gives you rights to use such content only within this Software.

TERMINATION: This License shall be terminated if either Party commits a material or persistent breach of any term of this License and fails to remedy that breach (if capable of remedy) within thirty (30) days of notification in writing by the other Party. Either Party may terminate this License for any reason upon thirty (30) days written notice to the other Party. Upon termination, Licensee must cease using the Software and any continued use of Software by Licensee after termination shall be unauthorized.

If Licensor is unable to service the Software until the end of the subscription period, or if Licensor unilaterally terminates the agreement, Licensor will provide a pro-rated refund to Licensee of the paid but unused subscription period, rounded up to the nearest full month. If Licensee unilaterally terminates this Agreement, the Licensee forfeits the right to the prorated refund of the unused subscription fees.

OWNERSHIP OF DATA: Licensor does not own any data, information, or material that Licensee submits to the Software ("Customer Data"). Licensee, not Licensor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Licensor shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data. Licensor agrees to only use Customer Information for the purposes of operating the Software and agrees to never resell, rent, or otherwise provide Customer Data to any third party unless specifically for the purposes of operating the Software to perform services under this Agreement. These restrictions shall not apply with respect to any

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confidential information of Licensee to the extent such confidential information: (a) is or has become generally publicly known or available other than by any act or omission of Licensor; (b) was rightfully known by Licensor before the time of first disclosure to Licensor by Licensee; (c) is rightfully obtained without restriction from a third party who has the right to make such disclosure and without breach of any duty of confidentiality to Licensee; or (d) is independently developed by Licensor without use of, reliance upon or reference to any confidential information of Licensee.

In the event this Agreement is terminated, Licensor will make available to Licensee a file of the Customer Data in XML format within 30 days of termination if requested at the time of termination. Licensor agrees that it will delete Customer Data within 31 days of termination.

Licensor will not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control. Licensor's services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Licensor is not responsible for any delays, delivery failures, or other damage resulting from such problems.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL EITHER

PARTY BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT LICENSOR RECEIVED OVER THE PREVIOUS 12 MONTHS FROM LICENSEE FOR A LICENSE TO THE SOFTWARE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

SEVERABILITY: If any provision of this Agreement is held to be unenforceable, such provision shall be reformed to the extent necessary and to the extent possible to make it enforceable. If any such provision held enforceable cannot be reformed, the remainder of this License shall remain in effect.



COUNTERPARTS: This License may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same License. Delivery of an executed counterpart of a signature page to this License by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this License.

RELATIONSHIP OF THE PARTIES: Nothing contained in this License will be construed to (1) constitute the Parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking or (2) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, USA unless the Licensee's charter specifically prohibits signing agreements governed by states outside of Licensee's home state jurisdiction, in which case the Agreement shall be governed in accordance with the laws of Licensee's home state.



Consider and take action to approve a service agreement with Sanderson Construction LLC.

- Attachments: Service Agreement

II. STAFF COMMENTS AND ANALYSIS

A public nuisance administrative hearing was conducted in accordance with Title 11, Section 22-112 of the Oklahoma Statutes to determine whether the structure(s) located at 220 NW Virginia Avenue constituted a hazard due to dilapidation. During the hearing, the property owner failed to present sufficient cause as to why the nuisance should not be abated by the City.

Based on the evidence provided, the hearing officer found that the structure(s), through neglect or damage, had deteriorated to a state that posed a risk to public health, safety, and welfare. The ruling concluded that removal of the dilapidated structure(s) was necessary to eliminate the associated hazards. As a result, the City is proceeding with nuisance abatement measures, including demolition of the unsafe structure(s) by a qualified contractor.

To perform the demolition, the City contracted with Ark Wrecking, a firm experienced in nuisance abatement and structural demolition. However, the original agreement with Ark Wrecking did not include site restoration, specifically backfilling the demolition area to ensure the property is left in a safe and non-hazardous condition. This agreement addresses that remaining requirement, authorizing the necessary dirt work to complete the abatement process.

III. BUDGET IMPACT

\$25,000.00 - 101-1-155-00-000-52510 - Other Service

IV. RECOMMENDED ACTION

Approval of the Sanderson Construction LLC Service Agreement

SANDERSON CONSTRUCTION LLC 115 N PINE BARTLESVILLE, OK 74006 918-331-6211

April 28, 2025

City of Bartlesville

RE 220 N Virginia

Scope of work includes backfilling building demo and a maximum repeat of two additional trips to address any settling. The contract price in the amount of \$25,000.00.

Acceptance of proposal – The price, description of the work to be performed, terms and conditions of the proposal are accepted. Sanderson construction is authorized to enter upon the property and do the work. The owner agrees to indemnify and hold Sanderson Construction harmless against all leabilities, claims and demands for property damage or trespass arising from or saused by the performance of the agreement. The person executing this acceptance expressly warrants that she/he has full authority to bind the owner to the terms of this agreement and this indemnity and agreement and agrees to assume personally all obligations of the owner in the absence of such authority.

Owner

By___

Sanderson Construction

Bv

John Sanderson, Owner

4.28.25 Date

Authorized Agent of Owner

(*

Date



Discuss and approve the Literacy Training Contract between the Oklahoma Department of Libraries and the City of Bartlesville/Bartlesville Public Library

Attachments: Literacy Training Contract #F-25-118

II. STAFF COMMENTS AND ANALYSIS

The Oklahoma Department of Libraries (ODL) is offering in-person training in Oklahoma City, and has invited Cheryl Dorris to attend. ODL will pay for her registration, mileage and meals.

III. BUDGET IMPACT

The City/Library will pay for mileage costs out of its 101 budget, and will be reimbursed by ODL.

IV. RECOMMENDED ACTION

Staff recommends City Council approval of the Training Contract.

CONTRACT

BETWEEN OKLAHOMA DEPARTMENT OF LIBRARIES AND CITY OF BARTLESVILLE

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and the City of Bartlesville, a municipal government (Contractor), collectively referred to as the Parties.

II. TERM OF THE CONTRACT

This Contract shall begin on the date of execution and shall terminate on July 31, 2025.

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

III. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall be solely responsible for the following duties:

- a. Agree to the *LSTA Terms and Conditions*. A signed copy must be on file at the Department.
- b. Permit a City of Bartlesville employee as named herein to attend an in-person training at the Oklahoma Department of Libraries on Tuesday, June 24, 2025. The following employee shall attend: Cheryl Dorris.
- c. Reimburse the conference attendee for travel expenses, per City of Bartlesville travel policies.
- d. Submit a signed and notarized claim form to the Department within 30 days of receipt of claim.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities for the event:

a. Pay the Contractor a maximum of **Two Hundred Nineteen Dollars and Forty Cents** (\$219.40) for an employee to attend the training and to reimburse travel expenses

including mileage and tolls. Reimbursement rates are set at the IRS mileage rate. Funding for this award is provided by the Institute of Museum and Library Services.

b. Provide the Contractor with a claim for payment.

V. GENERAL PROVISIONS

a. Notices

Any notices to be given herein shall be sent by depositing such notice with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Notice shall be deemed effective upon receipt or refusal of delivery. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:	As to the Contractor:
Attn: Brooklynn Bors	Bartlesville Public Library Literacy Services
200 NE 18 th Street	Attn: Cheryl Dorris
Oklahoma City, OK 73105-3205	600 South Johnstone Ave
	Bartlesville, OK 74003

b. No Grant of Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

c. Performance Suspension

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

d. Liability

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

e. Accident or Illness

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

f. Understanding Terms

The Parties hereto have read and fully understand the terms of this Contract and the *LSTA Terms and Conditions Agreement* and agree to be bound by the same.

VI. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Contractor agrees to keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other items relevant to this Contract, for a period of seven (7) years from the ending date of this Contract. Upon reasonable notice, the Department, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items directly pertaining to charges to the Department thereunder for purpose of audit and examination at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the seven (7) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.

VII. VENUES AND APPLICABLE LAW

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

VIII. ADDITIONAL REQUIREMENTS

- a. It is expressly agreed that the Contractor under this contract is an independent Contractor and under no circumstances shall any owners, officers, employees or volunteers of the Contractor be considered employees of the Department or the State of Oklahoma. To the extent permitted by Oklahoma law, the Contractor will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Contractor's, or any of the Contractor's employees' or volunteers' performance, including but not limited to the use of automobiles or other transportation.
- b. Include the following acknowledgment on any publication or presentation resulting from Contractor's participation in this grant: "This activity is supported by the Institute of Museum and Library Services (IMLS) and the Oklahoma Department of Libraries (ODL). The opinions expressed by a grant contractor do not necessarily reflect the position or policy of the ODL or IMLS, and no official endorsement should be inferred."

- c. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.
- d. The Contractor may not subcontract or assign any duties herein without the express written consent of the Department.

IX. AMENDMENTS

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

X. ENTIRE CONTRACT

This instrument, consisting of five pages, and including the *LSTA Terms and Conditions* as incorporated herein, constitutes the entire contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

XI. EXECUTION OF CONTRACT

The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge. The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract.

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

Contract No: F-25-118 LITDEV PO 430_3635 Page 5 of 5

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

SIGNATURES

On behalf of the Contractor:

Kiley Roberston, Director Typed name and title of signor

Signature

Date

On behalf of the Department:

Natalie Currie, Executive Director Typed name and title of signor

Signature

Date

James S. Curd, Jr, Mayor

Typed name and title of Authorizing Official

Signature

Date

FOR USE BY THE OKLAHOMA DEPARTMENT OF LIBRARIES Assurances: LITDEV 400-24 is encumbered for this Contract

Lead Officer:

Financial Manager:

Date:_____

Date: _____

Rev. 06/2024



Visit Bartlesville 300 SE Adams Blvd. Bartlesville, OK 74003 918.336.8709

May 23, 2025

Mayor Jim Curd City of Bartlesville 501 S Johnstone Bartlesville OK 74003

The Honorable Jim Curd,

Visit Bartlesville would request to have this item added to the City Council agenda for June 2, 2025.

Executive Summary – Destination Marketing Agreement

Effective Date: July 1, 2025 – June 30, 2026

Visit Bartlesville is pleased to continue its partnership with the City of Bartlesville through the execution of the Destination Marketing Agreement for the fiscal year beginning July 1, 2025. This agreement reaffirms our shared commitment to promoting Bartlesville as a premier destination for tourism, economic development, and community enrichment.

Under the terms of the agreement, the City of Bartlesville will provide Visit Bartlesville with \$445,000 in funding, disbursed in equal monthly installments. These funds will support the implementation of a comprehensive strategic plan and operational budget designed to enhance the city's visibility and attractiveness as a destination for visitors and potential investors.

Visit Bartlesville will act as an independent contractor, utilizing best practices in destination marketing, maintaining transparency through regular reporting, and adhering to ethical standards approved by the City Council. The agreement also supports open governance,

compliance with competitive bidding standards, and allows for strategic subcontracting to achieve marketing objectives.

This contract, while set for a one-year term, is part of a long-standing collaborative relationship between the City and Visit Bartlesville. We remain committed to being accountable stewards of public funds and dedicated advocates for the growth and vitality of Bartlesville.

Sincerely,

Maria Swindell Gus Executive Director Visit Bartlesville

DESTINATION MARKETING AGREEMENT

THIS AGREEMENT made and entered into this <u>2nd</u> day of June, 2025, but to become effective July 1, 2025, by and between the CITY OF BARTLESVILLE, OKLAHOMA, a municipal corporation, hereinafter referred to as "CITY', and VISITORS, INC., an Oklahoma Trust, hereinafter referred to as "Visit Bartlesville",

WITNESSETH:

WHEREAS VISIT BARTLESVILLE has been formed for the purpose of furthering destination marketing and tourism development in the Bartlesville area and City wished to contract with VISIT BARTLESVILLE for such purposes and VISIT BARTLESVILLE also desires to enter into such an agreement with City.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged by both parties hereto, the parties hereto hereby agree as follows:

1. <u>PURPOSE</u>, VISIT BARTLESVILLE agrees to use its best efforts to further the destination marketing, visitation, and tourism economic development of the City of Bartlesville and its surrounding area. It will use its best efforts to promote Bartlesville as a community of excellence, known for a superior lifestyle, a diverse economic base, and a highly skilled workforce which foster the growth of tourism and business, providing quality marketing and branding services that creates a better community for all citizens.

VISIT BARTLESVILLE has presented a strategic plan and a budget to fund its operational expenses for the period from July 1, 2025 through June 30, 2026, copies of which are attached hereto and incorporated herein.

2. <u>FUNDING.</u> City agrees to pay to VISIT BARTLESVILLE the sum of \$445,000 which sum shall be paid by City to VISIT BARTLESVILLE 1/12 of said amount by no later than the 15th day of each month starting in July 2025 and appropriates to VISIT BARTLESVILLE the unrestricted funds remaining with VISIT BARTLESVILLE on June 30, 2025 to fund the attached budget starting on July 1, 2025.

VISIT BARTLESVILLE appropriation shall come from the economic development fund and the amount requested shall be based on an average of lodging tax and lodging tax equivalent (i.e. short term vacation rentals or other lodging agreement) collected for the previous three years.

All funds appropriated to VISIT BARTLESVILLE by City shall be used for a proper public purpose. In the event VISIT BARTLESVILLE shall desire to expend funds for other purposes, it shall be entitled to do so but shall be obligated to make expenditures from private funds raised and accounted for separately from public funds. On or prior to June 30th of each year, VISIT BARTLESVILLE agrees to submit to City its annual action program, goals, and proposed budget which will help form the basis for the amount to be appropriated by City. It being clearly understood that City is under no legal obligation to appropriate funds for another year.

3. TERM. This agreement shall expire on June 30, 2026, but it is intended that

the relationship between the parties be a long-term relationship with agreements similar to this agreement, being signed by the parties on an annual basis.

4. <u>REPORTING.</u> VISIT BARTLESVILLE will report to the City Council when so requested by City regarding its financial standing and its tourism development plans and all else it may deem appropriate, including any specific subject requested by City. All such reports shall be open records in accordance with the open records laws of the State of Oklahoma.

5. <u>MEETINGS.</u> The VISIT BARTLESVILLE will comply with the provisions of the Oklahoma Open Meetings Act.

6. <u>AMENDING ARTICLES</u>, Article VII of the First Amendment to the Trust Indenture provides a method for selecting the members of the Board of Trustees and other provisions relating to their terms. VISIT BARTLESVILLE agrees that • this portion of its Trust Indenture not be further amended without the prior approval of the Bartlesville City Council. Per City Council action taken on June 2, 2025, two City Council members will be appointed by the City Council and will serve as ex-officio Board members.

7. <u>CODE OF ETHICS.</u> The parties agree that VISIT BARTLESVILLE has presented to the City Council a Code of Ethics policy which policy has been

reviewed and approved by the City Council and said policy shall remain in effect during this contract period.

8. <u>BIDDING.</u> VISIT BARTLESVILLE is encouraged to institute a policy of seeking competitive bids relating to the expenditure of its funds whenever possible. It is recognized that bidding is not always possible or practical but to the extent that VISIT BARTLESVILLE finds it advantageous, it is encouraged to seek competitive bids. In addition, VISIT BARTLESVILLE will comply with the Public Competitive Bidding Act of 1974.

9. <u>INDEPENDENT CONTRACTOR</u>. VISIT BARTLESVILLE is an independent contractor to the City in connection with this agreement. The officers and employees of VISIT BARTLESVILLE involved in the program of this contract shall not be considered for any purposes to be the officers of City.

10. <u>AUDIT</u>. The parties agree that the City shall annually cause an audit by an independent auditor to be made of the records of VISIT BARTLESVILLE to the extent that they involve directly or indirectly the expenditure of funds appropriated to VISIT BARTLESVILLE by City pursuant to this agreement. The cost of such an audit shall be borne by VISIT BARTLESVILLE.

11. <u>RIGHT</u> <u>TO_SUBCONTRACT</u>. It is understood and agreed that VISIT BARTLESVILLE may itself perform its obligations and duties relating to tourism

development or that it may subcontract certain portions of its duties and responsibilities to other parties. However, in the event that certain duties are subcontracted, VISIT BARTLESVILLE will remain responsible to City for the results.

12. <u>PROHIBITION ON EMPLOYMENT.</u> It is agreed that the Chief Executive Officer of VISIT BARTLESVILLE will be only employed by and responsible to VISIT BARTLESVILLE. Specifically, the Chief Executive Officer of VISIT BARTLESVILLE will not also be employed by the Bartlesville Regional Chamber of Commerce or any related or similar entity.

THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

CITY OF BARTLESVILLE

Mayor

ATTEST:

City Clerk

Visitors, Inc. dba Visit Bartlesville

By _____ Executive Director

ATTEST ______ Secretary



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a \$99,505 contract with B-Town Construction to install a slip line sewer rehab on select line segments.

Attachments: Contract

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

As part of ongoing efforts to reduce storm water inflow and infiltration (I&I) into the City's wastewater collection system, staff has identified several sewer lines that need rehabilitation.

The selected line segments are located in areas where traditional open-cut trench installation would be cost-prohibitive. To rehabilitate these lines, staff proposes using a trenchless method known as slip lining. This involves inserting a smaller-diameter polyethylene pipe into the existing pipe, with service connections reestablished to the new line.

This rehabilitation method has been used extensively and successfully throughout the City. While slip lining does reduce the internal diameter and thus the conveyance capacity of the pipe, the upstream contributing areas for these segments are small enough that the reduced capacity remains more than sufficient.

A map of the line segments to be slip lined is provided below and on the following page.





B-Town Construction is a local contractor with over 20 years experience in slip line and utility construction. Staff requested a proposal for the proposed improvements, and the negotiated contract is attached for review.

III. BUDGET IMPACT

\$300,000 is available for wastewater system improvements. The proposed cost of these improvements, \$99,505, is within the available budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the contract with B-Town Construction in the amount of \$99,505.

CITY OF BARTLESVILLE SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 2^{nd} day of June, 2025, by and between <u>B-Town</u> <u>Construction</u> hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

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

- 1. <u>SCOPE OF WORK</u>. The project shall include all labor, equipment, materials and expense necessary to install a slip line sewer rehab, including reconnection of service taps, restoration and traffic control as shown by the attached plans. The City will provide rock and concrete for this work as well as any CCTV and sewer cleaning necessary.
- 2. <u>TIME OF COMPLETION</u>. Installation and restoration shall be complete by July 31, 2025.
- 3. <u>CONTRACT SUM</u>. The City will pay the Contractor for the performance of this contract based on the quoted lump sum price totaling (\$99,505). The contract amount may be amended through a written agreement between the parties if additional work is added.
- 4. <u>ACCEPTANCE AND PAYMENT</u>. Payment will be made by the City upon completion and acceptance of the work by the Director of Water Utilities, subject to the provisions of Paragraph 11 and 14 of the General Conditions. Partial payments will be allowed based on percent of work complete at the time of request.

GENERAL CONDITIONS

- 1. <u>CONTRACT DOCUMENTS</u>. The Contract includes the Agreement and its General Conditions, and any additional written directives from the Engineer. The intent of these documents is to include all labor, materials, equipment, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
- 2. <u>DEFINITIONS</u>. "City" shall refer to the City Engineer or other designated administrative official of the City of Bartlesville.
- 3. <u>MATERIALS, EQUIPMENT, EMPLOYEES</u>. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, power, and other items necessary to complete the work. Unless otherwise specified, all materials shall be new. Workmanship and materials shall be of superior quality and acceptable to the City. All workers shall be skilled in their trades.
- 4. <u>SURVEY, PERMITS AND REGULATIONS</u>. The City will furnish all surveys and layouts unless otherwise specified. Easements and rights-of-ways will be secured and paid for by the City. The Contractor shall comply with all laws and regulations applicable to the work

CITY OF BARTLESVILLE SHORT FORM CONSTRUCTION CONTRACT

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

- 5. <u>PROTECTION OF WORK, PROPERTY AND PERSONS</u>. The Contractor shall adequately protect the work, adjacent property, and all persons in accordance with all laws and regulations. The Contractor shall be completely responsible for any damage or injury due to his acts or negligence. Damage caused by carelessness, neglect, negligence or that is outside the defined work area will be the Contractors sole responsibility to correct.
- 6. <u>ACCESS TO WORK</u>. The Contractor shall permit and facilitate observation of the work by the City or his agents at all times. The contractor shall coordinate all required inspections with the appropriate code inspecting agent.
- 7. <u>CHANGES IN WORK</u>. The City may order changes in the work, with any adjustment of the Contract Sum by mutual agreement of the parties. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost shall be made in writing to the City before executing the work involved.
- 8. <u>CORRECTION OF WORK</u>. The Contractor shall correct any work determined by the City not to conform to the requirements of the contract.
- 9. <u>CITY'S RIGHT TO TERMINATE CONTRACT</u>. Should the Contractor fail to prosecute the work properly, or to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor may, without prejudice to any other remedy it may have, complete the work by such means as it sees fit. If the unpaid balance of the contract price exceeds the expense of completing the work, such excess will be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.
- 10. <u>CONTRACTOR'S RIGHT TO TERMINATE CONTRACT</u>. Should the work be stopped by any public authority for a period of thirty (30) days or more through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of seven (7) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the contract, and recover from the City payment for all work executed, including reasonable profit and damages.
- 11. <u>PAYMENT</u>. Payment will be made based upon unit prices in the Proposal and the actual completed construction progress as determined by the Engineer. The making and acceptance of the payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens or from defective work appearing thereafter as provided in Paragraph 8, and of all claims by the Contractor except any previously made and still unsettled. Payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make materials or labor payments.
- 12. <u>BONDS</u>. The Contractor shall furnish surety bonds to the City as indicated herein.

CITY OF BARTLESVILLE SHORT FORM CONSTRUCTION CONTRACT

NO BONDS ARE REQUIRED FOR THIS PROJECT

- 13. <u>CONTRACTOR'S INSURANCE</u>. The Contractor shall maintain such insurance as will protect him and the City from claims under worker's compensation acts and other employee benefits acts; from liability claims for damages because of bodily injury or death; and from liability claims for damages to property which may arise from operations under this contract, whether such operations be by himself, any subcontractor or vendor, or anyone directly or indirectly employed by them. Liability insurance shall be written for not less than \$1,000,000 in each case. Certificates of such insurance shall be filed with the City prior to beginning construction. The Contractor shall provide certification to the City that all insurance is effective for the duration of the work.
- 14. <u>LIENS</u>. Payment shall not be made by the City until the Contractor has provided a complete release of all lien able claims on the work included in this contract.
- 15. <u>ENGINEER</u>. The Director of Water Utilities shall be the City's representative and shall have the authority to stop or suspend the work as necessary. All work shall be done to his satisfaction. Determination of final acceptance shall be by the Engineer. He shall certify to the City when payment under the contract is due and the amount to be paid. He shall make final decision on all claims by the City and Contractor.
- 16. <u>CLEANUP</u>. The Contractor shall keep the premises free from waste material and rubbish, and at the completion of the work he shall remove from the premises all rubbish, debris, and surplus materials, and leave the site in a condition acceptable to the Engineer.

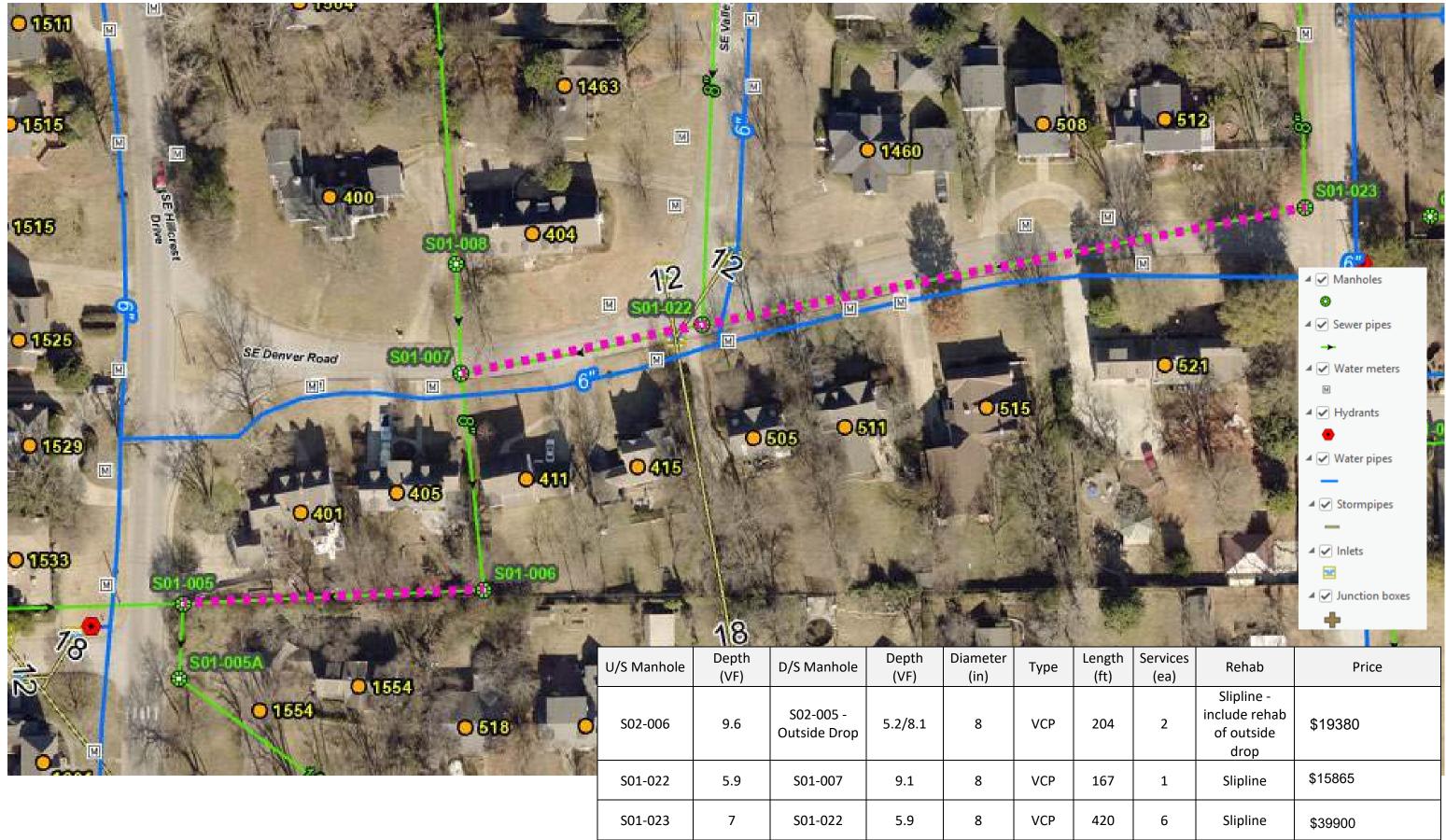
IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

CITY OF BARTLESVILLE

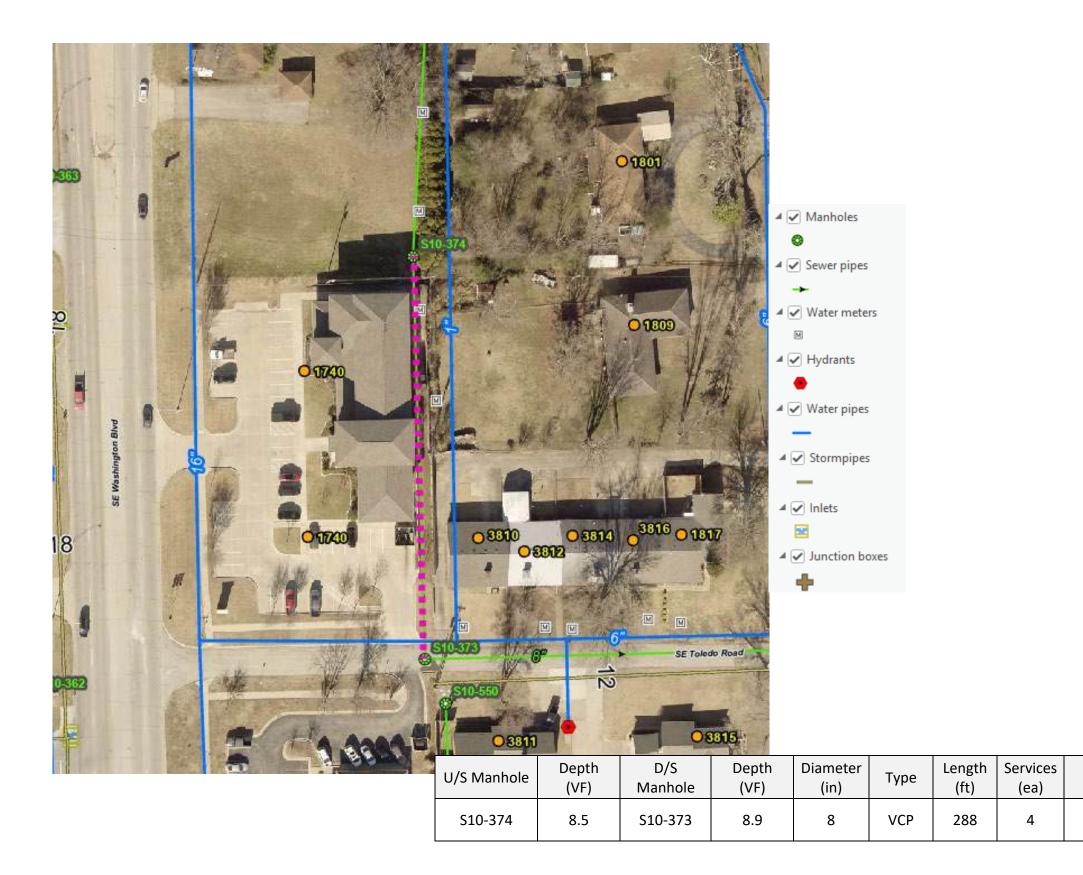
Mayor, James S. Curd, Jr.

Contractor

Attest



Length (ft)	Services (ea)	Rehab	Price	
204	2	Slipline - include rehab of outside drop	\$19380	
167	1	Slipline	\$15865	
420	6	Slipline	\$39900	



Price
\$24360

Rehab

Slipline



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

5 T-Hangar/Space leases agreements between Airport tenants and City of Bartlesville.

Attachments: 4-Lease Agreements between Reese and City of Bartlesville 1-Lease Agreement between Elite Aircraft and City of Bartlesville

II. STAFF COMMENTS AND ANALYSIS

T-hangar and Community hangar leases have not been adjusted in several years. New Airport Leases are being executed to reflect a rent increase to fair market value with the addition of a CPI-U annual increase component. CPI-U will not take effect until May 2026

Lease rate increases are to meet current market value.

III. BUDGET IMPACT

Revenue from Reese Leases 7,200 annually Revenue from Elite Aircraft 6,000 annually

IV. RECOMMENDED ACTION

Staff recommends entering into all Lease agreements.

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 Travis Reese, 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"); 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. <u>Leased Premises</u>. 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. <u>Permitted Use.</u> 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. <u>Term.</u> This Agreement shall be effective for an initial term of one (1) month Commencing the 1st day of May, 2025, and ending on the 31st day of May, 2025, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. <u>Rent.</u> Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Two Hundred and NO/100 Dollars (\$200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:

05/01/202504/30/2026	(12 months)	\$200.00/per month
05/01/202604/30/2027	(12 months)	\$200.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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. <u>Effective Date</u>. 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 Lessee's signature hereto.

6. <u>Compliance With Laws.</u> 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.

Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE 7. 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. <u>Indemnification</u>. 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. <u>Permits and Cooperation</u>. 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. <u>Time of Essence</u>. 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. <u>Governing Law</u>. 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. <u>Conflict of Interest</u>. 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. <u>Non-Assignment</u>. 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. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Construction</u>. 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. <u>Entire Agreement</u>. 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. <u>Counterparts</u>. 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. <u>Utilities</u>. 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.

Improvements, Alterations and Signage. Lessee shall not repaint, redecorate, or construct 20. 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. <u>Surrender</u>. 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. <u>Risk of Loss</u>. 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. <u>Notices</u>. 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:

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

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Lessee: Travis Reese PO Box 2066 Grand Junction, CO 81502

N755R

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: ____ Name:

ï

Date:_____

Title: Mayor, City of Bartlesville

ATTEST:

City Clerk APPROVED AS TO FORM AND CONTENT:

_

City Attorney

LESSEE:

By: Inn en Print Name: _____ Reese Title: Lessee

Date: 5-1-25

Exhibit "A" (Description of Leased Premises)

Approx 952 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

· . .

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 PSC Partners LLC., 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. <u>Leased Premises</u>. 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. <u>Permitted Use.</u> 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. <u>Term.</u> This Agreement shall be effective for an initial term of one (1) month Commencing the 1st day of May, 2025, and ending on the 31st day of May, 2025, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. <u>Rent.</u> 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. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/202504/30/2026	(12 months)	\$150.00/per month
05/01/202604/30/2027	(12 months)	\$150.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

All such payments shall be made to Lessor, at the following address:

8

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. <u>Effective Date</u>. 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 Lessee's signature hereto.

6. <u>Compliance With Laws.</u> 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.

Disclaimer, LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE 7. 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. <u>Indemnification</u>. 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. <u>Permits and Cooperation</u>. 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. <u>Time of Essence</u>. 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. <u>Governing Law</u>. 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. <u>Conflict of Interest</u>. 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. <u>Non-Assignment</u>. 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. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Construction</u>. 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. <u>Entire Agreement</u>. 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. <u>Counterparts</u>. 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. <u>Utilities</u>. 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.

Improvements, Alterations and Signage. Lessee shall not repaint, redecorate, or construct 20. 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. <u>Surrender</u>. 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. <u>Risk of Loss</u>. 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. <u>Notices</u>. 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:

- 26

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

1. 1

Lessee: PSC Partners LLC PO Box 2066 Grand Junction, CO 81502

N187MP

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

23 2

CITY OF BARTLESVILLE

By: _____ Name: _____

Title: Mayor, City of Bartlesville

ATTEST:

City Clerk APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: There's Reese Print Name: There's Reese Title: Lessee

Date: 5-1-25

Date:_____

Exhibit "A" (Description of Leased Premises)

Hangar/T-Hangar 4-C located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

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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

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Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE 7. 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.

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11. <u>Governing Law</u>. 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.

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13. <u>Non-Assignment</u>. 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. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Construction</u>. 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. <u>Entire Agreement</u>. 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.

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23. <u>Notices</u>. 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: Travis Reese PO Box 2066 Grand Junction, CO 81502

N94MB

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____ Name: _____

(4)

Date:_____

Title: Mayor, City of Bartlesville

ATTEST

City Clerk APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: an Reaso Print Name: -Tra Title: Lessee

Date: <u>5-1-25</u>

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.

<u>a</u>

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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 Travis Reese, 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. <u>Leased Premises</u>. 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. <u>Permitted Use.</u> 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. <u>Term.</u> This Agreement shall be effective for an initial term of one (1) month Commencing the 1st day of May, 2025, and ending on the 31st day of May, 2025, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.

4. <u>Rent.</u> 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 Fifty Dollars and NO/100 Dollars (\$50.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/202504/30/2026	(12 months)	\$50.00/per month
05/01/202604/30/2027	(12 months)	\$50.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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. <u>Effective Date</u>. 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 Lessee's signature hereto.

6. <u>Compliance With Laws.</u> 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.

Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE 7. 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. <u>Indemnification</u>. 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. <u>Permits and Cooperation</u>. 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. <u>Time of Essence</u>. 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. <u>Governing Law</u>. 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. <u>Conflict of Interest</u>. 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. <u>Non-Assignment</u>. 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. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Construction</u>. 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

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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. <u>Entire Agreement</u>. 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. <u>Counterparts</u>. 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. <u>Utilities</u>. 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.

Improvements, Alterations and Signage. Lessee shall not repaint, redecorate, or construct 20. 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. <u>Surrender</u>. 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. <u>Risk of Loss</u>. 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. <u>Notices</u>. 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:

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

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Lessee: Travis Reese PO Box 2066 Grand Junction, CO 81502

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:

 γ

City Attorney

LESSEE: By:_ fin Print Name:ease Trac Title: Lessee

Date: 5-1-25

Exhibit "A" (Description of Leased Premises)

Approx 262 sq. ft. office space in North West corner of Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

 $x \rightarrow y$

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Airport Hangar Lease Agreement for the Bartlesville Municipal Airport – City Owned

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 Elite Aircraft SVCS, 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. <u>Leased Premises</u>. 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. <u>Permitted Use.</u> 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. <u>Term.</u> This Agreement shall be effective for an initial term of sixty (60) months Commencing the 1st day of May, 2025, and ending on the 30th day of April, 2030, and shall continue in effect from year to year 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. <u>Rent.</u> 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 Five Hundred and NO/100 Dollars (\$500.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:

05/01/202504/30/2026	(12 months)	\$500.00/per month \$500.00 rent + CPI-U Percentage Increase from
05/01/202604/30/2027	(12 months)	2025 = monthly rent

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. <u>Effective Date</u>. 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 this Agreement shall be the date of Lessee's signature hereto.

6. <u>Compliance with Laws.</u> 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.

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.

LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD Indemnification. 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 (INCLUDING ATTORNEYS' FEES AND COSTS OF LITIGATION AND/OR EXPENSES 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. <u>Permits and Cooperation</u>. 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. <u>Time of Essence</u>. 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. <u>Governing Law</u>. 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. <u>Conflict of Interest</u>. 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. <u>Non-Assignment</u>. 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. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Construction</u>. 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. <u>Counterparts</u>. 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. <u>Utilities</u>. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent.

Improvements, Alterations and Signage. Lessee shall not repaint, redecorate, or construct 20. 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. <u>Surrender</u>. 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. <u>Risk of Loss</u>. 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. <u>Notices</u>. 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:

24. The Bartlesville Airport personnel shall have access to the leased premises at all times.

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

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Lessee: Elite Aircraft SVCS 2005 Wiley Post Road Bartlesville, OK 74003

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

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CITY OF BARTLESVILLE

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

ATTEST:

City Clerk APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

V By: bure 11 Print Name: M Title: Oune

Date: 5-20 2025

Date:

Exhibit "A" (Description of Leased Premises)

Approx. 2000 sq. ft. (two aircraft storage spaces) within PAS Hangar 1 bay located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

Approx. 555 sq. ft. (southeast work shop/storage room) within PAS Hangar 1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

Approx. 185 sq. ft. (southeast office space #1) within PAS Hangar 1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

Approx. 185 sq. ft. (southeast office space #2) within PAS Hangar 1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

Approx. 100 sq. ft. (northeast oil/storage room) within PAS Hangar 1 bay/NE wall located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

Approx. 25 sq. ft. (hangar bay restroom) within PAS Hangar 1 bay/South wall located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consideration and possible action to approve a two-year Support and Software Assurance Agreement between the City of Bartlesville and Verge Network Solutions.

Attachments:

Proposed two-year agreement with Verge Network Solutions for support and software assurance related to the City's telecommunications system.

II. STAFF COMMENTS AND ANALYSIS

The City's current telecommunications vendor has discontinued support for the phone system currently in use. After evaluating available alternatives, staff identified Verge Network Solutions as the most qualified provider, based on their familiarity with the City's existing infrastructure and demonstrated expertise in supporting similar systems.

Verge Network Solutions possesses significant experience in maintaining and supporting the telecommunications equipment used by the City. Following a review of potential vendors, staff determined that Verge offers the most comprehensive and cost-effective solution. Their familiarity with the City's existing system and history of reliable service make them a suitable choice for this engagement.

The proposed agreement will allow the City to resume regular system updates and security patches, improve response times for technical support, and ensure timely on-site service and hardware replacement. In addition, it will provide access to a more extensive knowledge base, supporting future planning and upgrades to the City's communication infrastructure. Overall, this agreement is expected to improve the reliability, performance, and long-term viability of the City's phone system.

III. BUDGET IMPACT

Funding for this agreement is available within the current General Fund budget. No additional appropriation is necessary.

IV. RECOMMENDED ACTION

Staff recommends approval of the agreement with Verge Network Solutions.



REMOTE SUPPORT AGREEMENT

E.

OKLAHOMA CITYHOUSTON11100 Stratford Dr1213 West Loop North, Suite 130		30	PRO1805-2504-2
Oklahoma City, OK 73120 Phone: (405) 782-8400 Fax: (405) 782-8410	Houston, TX 77055 Phone: (713) 955-9110	Please remit to:	Verge Network Solutions, LLC 11100 Stratford Dr Oklahoma City, OK 73120
CUSTOMER		COV	TERED SYSTEMS
Matt MaCallough	(1) M(1-1)	1200 1/1/	

CUSTOMER	COVERED SYSTEMS
Matt McCollough	(1) Mitel 3300 MXe controller w/ (1) Dual PRI card, (245) UCC Basic
City of Bartlesville	licenses, 20 S/L licenses
401 S Johnstone Ave	(1) Mitel 3300 MXe controller w/ (1) Dual PRI card (24) UCC Basic
Bartlesville, OK 74003	licenses, 20 S/L licenses

AGREEM	ENT DATE	SALESMAN	CUSTOMER P.O.	DATE WRITTEN
T	BD	A. Ashcroft		04/24/2025
QTY			DESCRIPTION	
1		intenance Agreement for the Mi s, and all related hardware, soft	tel Enterprise Communications Sy ware, and equipment.	rstern (MCD), Unified
	Maintenance inc	ludes all Switching System Har	dware and Software	
	Service includes	Remote Service and Support	t of the System(s), including the fo	llowing at No Additional Charge:
	Minor (30 minutes or less) Remote Programming and Diagnostics;			
	> Consul	tative and Professional Telepho	ne Help Desk Support;	
	Assura	nce of Backup Support Parts an	nd Labor;	
	> Routine	e System Software Upgrades (la	abor is not included);	
	Locked	in Cost for the Support, Mainte	nance and Repairs;	
	> Preferr	ed Labor Rates for Moves, Addi	itions, and Changes;	
		e labor is included and will be laced or repaired will be provi	billed at the current Verge labo ided at additional cost.	or rate. All Hardware and
ort and Maint	enance under this agre	ement begins on TBD, and runs throug	h the selected term, as indicated below.	
cial Provis	ion: Verge will p	reform necessary work to bri	ng controllers to current softwa	re level at no charge for an

special Provision: verge will preform necessary work to bring controllers to current softw agreement of 2 years or longer.

Should Customer replace this system with another system from Verge, during the term of this agreement, any unused/unexpired term will automatically be added to the new system, at no additional charge.

Rates quoted below do not include applicable sales taxes.

TERMS OF PAYMENT					
Term of Agreement:	Annual	2 Years	3 Years	4 Years	5 Years
Rate for the Term:	N/A	\$9,792.00	\$14,137.00	\$17,626.00	\$21,114.00
Select Term/Payment:					

This agreement is subject to the terms and conditions contained herein, and on the reverse hereof, and any attached schedules, which are made a part of this agreement. Customer acknowledges that it has read and understood these terms and conditions. There are no other written or oral agreements made in connection with this agreement.

CUSTOMER			VERGE NETWORK SOLUTIONS, LLC
BY:		BY:	
TITLE:	DATE:	TITLE	DATE:

FULL SUPPORT AND SERVICE TERMS AND CONDITIONS

SERVICE – Verge Network Solutions, LLC. hereafter referred to as "Verge", agrees to provide service to Customer, for the; 1) Telecommunications System and related equipment located at the address listed herein, or 2) The equipment listed in the attached Schedule A; hereafter referred to as the "System", according to the terms and conditions set forth herein. Unless specifically scheduled and listed herein, the System shall exclude all equipment and items designed to wear out with age and usage, including but not limited to; Headsets, Uninterruptible Power Supplies (UPS), and Batteries, and shall further exclude all cable, wiring, and related accessories.

TERM - This agreement shall commence on the "agreement" date, and be affective for an initial term, as indicated herein.

SUPPORT/MAINTENANCE/SERVICE – Subject to the conditions hereof, Verge shall without additional charge to the Customer, furnish all necessary service, including parts, labor, and materials, to maintain the System covered hereby in good working condition and repair. Verge shall respond, within twenty-four (24) hours of receipt of notice from the Customer, requesting normal service, excluding weekends and holidays. Response to request for emergency service will be provided, within four (4) hours of receipt of Customer's request by Verge, excluding weekends and holidays. For the purposes hereof, emergency service is defined as that necessitated by a major failure of the System to operate as required. Maintenance service will be rendered as provided above, except for causes which are beyond Verge's reasonable control. The foregoing service and repair shall be limited to failure of the System as a result of normal wear and tear. It is specifically agreed that this agreement does not cover damages to, or failure of, the System resulting from causes, including, but not limited to misuse, negligence, accident, theft, or unexplained loss, abuse, connection to direct current, fire, flood, wind, Acts of God or the public enemy, or improper wiring, installation, repair or alteration by anyone other than Verge. Repairs necessitated by the above excepted causes shall be made by Verge, and the reasonable cost of labor and materials shall be paid to Verge, by the Customer. In performance of all of these services, the Customer hereby grants Verge full and unrestricted access to the premises on which the System is located. In the event the Customer allows someone other than Verge to make repairs, maintenance, installation, alterations, or modifications to the System, Verge, at its option, may terminate this agreement immediately, without notice, and shall not be responsible for refunding any unearned portion of the payment, and any remaining payments due under the agreement will become immediately due and payable.

PAYMENT – Customer agrees to make all payments, for the maintenance service and parts specified in this agreement, and any additional goods and services provided, plus applicable taxes, when due, and in accordance with the payment schedule, and the terms and conditions contained herein, to Verge, at their proper business address. Failure by the Customer to make any payments when due, shall constitute a material breach of this agreement and result in immediate cancellation, at Verge's sole option, without notice, and shall relieve Verge of any and all liability, as of the date of cancellation.

ADDITIONS/CHANGES/MODIFICATIONS – Verge at its option, may provide additional equipment, or make changes or modifications to the System, at the Customer's request. If new or additional equipment is added to the System subsequent to the date of this agreement, an additional charge will be computed to take into account the increased cost of servicing and maintaining the System, with the additional equipment. Any additional equipment, parts, materials or labor provided pursuant to this agreement, shall be subject to the terms and conditions of the agreement.

WARRANTY – Verge warrants to the Customer that all goods and services provided will be free from defects in workmanship and materials, in normal use and service, and that Verge shall repair or replace any item which is returned to it within ninety (90) days of the date provided, and found to be defective. The foregoing warranty is the exclusive warranty made or given by Verge, and is exclusive of all other warranties, written, oral, or implied, and no person is authorized to make, give, or imply any other additional warranty.

PERFORMANCE – IN THE EVENT OF MATERIAL BREACH OF THIS AGREEMENT, EITHER PARTY MAY CANCEL THIS AGREEMENT, THIS BEING THE EXCLUSIVE REMEDY AVAILABLE, OTHER THAN FOR NON-PAYMENT, AND VERGE SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S INABILITY TO USE THE SYSTEM EITHER SEPARATELY, OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE.

ENTIRE AGREEMENT – The provisions of this agreement, when approved and accepted at the Verge home office, by an executive officer, constitute the entire agreement between the parties with regard to the subject matter hereof, and any alterations or modifications hereto, must be in writing, referring to this agreement, and be executed by an executive officer of Verge, and the Customer.

LIMITATION OF LIABILITY – In no event shall Verge be liable for special or consequential damages. Verge's liability on any other claim for loss or liability arising out of, or connected with this service, and the items herein, or any obligation resulting there from, or the sale, delivery, resale, repair, or use of any apparatus, or items covered herein, including but not limited to loss or liability arising from breach hereof, shall in no case exceed the unit price of such items and apparatus involved in the claim, or the total amount of the annual payment under the agreement, whichever is less.

GENERAL – Any provisions or conditions which are in any way inconsistent with, or in addition to, the terms and conditions of this agreement, shall not be binding upon Verge and not be considered applicable to this agreement, unless included and specifically agreed to in writing herein. All negotiations, representations, warranties, promises, agreements or other matters relating hereto have been merged into this agreement and no additions to, or modifications of, any of the provisions upon the face or reverse hereof shall be binding, unless in writing and signed by an executive officer of Verge.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Take action to approve the third Amendment to the tower/ground lease agreement between the City of Bartlesville and SBC Tower Holdings, LLC for a portion of property located in Washington County named SE Water Tower Bartlesville

Attachments:

Third Amendment to the Tower/Ground Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

The City entered into a Tower/Ground Lease with Cingular Wireless on May 20, 1996. The City and SBC are now on to the Third Amendment of this original contract. This amendment has no modification to monthly rents but has a \$25,000 one time payment upon signing and returning agreement.

III. BUDGETARY IMPACT

Additional revenue of \$25,000.

IV. RECOMMENDED ACTION

Staff recommends approval of the amendment to the Tower/Ground Lease.

THIRD AMENDMENT TO TOWER/GROUND LEASE AGREEMENT

This Third Amendment to Tower/Ground Lease Agreement (this "Amendment") is made effective as of the latter signature date hereof (the "Effective Date") by and between City of Bartlesville, Oklahoma, a municipal corporation acting by its Mayor and City Council ("Landlord") and SBC Tower Holdings LLC, a Delaware limited liability company ("Tenant") (Landlord and Tenant being collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "*Parent Parcel*"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower/Ground Lease Agreement dated May 20, 1996 (The "*Original Lease*"), as amended by that certain First Amendment to The Tower/Ground Lease Agreement dated April 1, 2002 (The "*First Amendment*"), as amended by that certain Second Amendment to Tower/Ground Lease Agreement dated September 14, 2007 (The "*Second Amendment*") (as the same may have been amended, collectively, the "*Lease*"), pursuant to which Tenant leases a portion of real property owned by Landlord (such real property, the "*Parent Parcel*") and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "*Lease Premises*"), which Leased Premises are also described on <u>Exhibit A</u>; and

WHEREAS, Tenant entered into that certain Sublease Agreement dated December 14, 2000 with Southern Towers, Inc., predecessor-in-interest to American Tower Asset Sub II, LLC (*"American Tower"*), whereby American Tower subleases the Leased Premises from Tenant; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- <u>One-Time Payment</u>. Tenant shall pay to Landlord a one-time payment in the amount of Twenty Five Thousand and No/100 Dollars (\$25,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment and the Memorandum executed by Landlord, on or before May, 2025; (b) Tenant's completion of its due diligence, including verification of Landlord's ownership; and (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
- 2. Lease Term Extended. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on July 1, 1996 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "Existing Renewal Term" and, collectively, the "Existing Renewal Terms"), the Lease is otherwise scheduled to expire on June 30, 2036. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "New Renewal Term" and, collectively, the "New Renewal Terms"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to

terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "*Renewal Term*" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "*Memorandum*") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

- 3. <u>Rent and Escalation.</u> The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is currently equal to Nine Hundred and Ninety-Five and 33/100 Dollars (\$995.33) per month (the "Rent"). Commencing on July 1, 2026, on the beginning of each Renewal Term thereafter, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to twenty percent (20%) of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to City of Bartlesville, Oklahoma The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
- Landlord and Tenant Acknowledgments. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby consents to and agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, or any appeals related to the value of the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications or appeals shall be limited strictly to the use or value of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant

to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

- 5. Limited Right of First Refusal. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor") or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the "Offer"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
- 6. Landlord Statements. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations

and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

- 7. <u>Confidentiality</u>. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
- 8. Notices. The Parties acknowledge and agree that Section 19 of the Original Lease and Section 3 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 401 S. Johnstone Ave, Bartlesville, OK 74003; to Tenant at: SBC Tower Holdings LLC, Attn: Network Real Estate Administration, RE: Cell Site No. 7145, Cell Site Name Toalson W/T, FA No. 10001069, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319; with copy to: AT&T Legal Department, Attn.: Network Counsel, RE: FA No. 10001069, 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
- 9. <u>Counterparts</u>. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
- 10. <u>Governing Law</u>. The Parties acknowledge and agree that Section 18 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
- 11. <u>Waiver</u>. Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
- 12. <u>Tenant's Securitization Rights; Estoppel</u>. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "*Security Interest*") in Tenant's (or American Tower's) interest in the Lease, as

amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee (*"Tenant's Mortgagee"*) of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a *"Holder"*) as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

- 13. Taxes. Parties acknowledge and agree that Section 14 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "Applicable Taxes") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801 unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
- 14. <u>Conflict/Capitalized Terms</u>. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

City of Bartlesville, Oklahoma, a municipal corporation

Signature:	
Print Name:	
Title:	
Date:	

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

SBC Tower Holdings LLC, a Delaware limited liability company

Signature:	
Print Name:	
Title:	
Date:	

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

PARENT WARRANTY DEED DESCRIPTION (BOOK 333, PAGE 16)

BEGINNING AT A POINT ONE HUNDRED-THREE AND EIGHT TENTHS (103.80) FEET WEST AND (16.50) FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 13 EAST; THENCE NORTH 00'55' WEST A DISTANCE OF TWO HUNDRED (200) FEET, THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF TWO HUNDRED (200) FEET; THENCE SOUTH 00'55' EAST A DISTANCE OF TWO HUNDRED (200) FEET; THENCE SOUTH 00'55' EAST A DISTANCE OF TWO HUNDRED (200) FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF TWO HUNDRED (200) FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF TWO HUNDRED (200) FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF TWO HUNDRED (200) FEET TO THE POINT OF BEGINNING.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

AS SURVEYED LEASE DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4 SE/4), SECTION 8, TOWNSHIP 26 NORTH, RANGE 13 EAST, WASHINGTON COUNTY, OKLAHOMA, BEGINNING 135.45 FEET WEST (S 88'51' 13"W) AND 82.60 FEET NORTH (N 0'00' 00" E) OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 13 EAST; THENCE NORTH (N01'08'47"W) A DISTANCE OF 37.5 FEET; THENCE EAST (N89'16'15"E) A DISTANCE OF 35 FEET; THENCE SOUTH (S01'08'47"E) A DISTANCE OF 37.5 FEET; THENCE WEST (S89'16'15"W) A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING, SAID LEASE AREA CONTAINING 1,312.5 SQUARE FEET.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way, including, but not limited to:

AS SURVEYED ACCESS EASEMENT

A 20 FOOT ACCESS EASEMENT BEING 10 FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, T26N, R3E.I.M., WASHINGTON COUNTY, OKLAHOMA, THENCE SOUTH 89'51'13" WEST A DISTANCE OF 315.78 FEET AND NORTH 0'00'00" EAST A DISTANCE OF 56.48 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 18'33'08" EAST A DISTANCE OF 63.36 FEET, THENCE NORTH 34'32'02" EAST A DISTANCE OF 48.88 FEET, THENCE NORTH 90'00'00" EAST A DISTANCE OF 15.98 FEET, THENCE SOUTH 55'27'58" EAST A DISTANCE OF 22.64 FEET, THENCE SOUTH 43'40'04" EAST A DISTANCE OF 17.69 FEET, THENCE EAST 90'00'00" EAST A DISTANCE OF 94.96 FEET, THENCE SOUTH 00'00'00"E A DISTANCE OF 9.55 FEET TO THE POINT OF TERMINATION.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to: American Tower 10 Presidential Way Woburn, MA 01801 Attn: Land Management/Alyssa DeSimone, Esq. ATC Site No: 308130 ATC Site Name: Toalson W-t Assessor's Parcel No(s): 0024521

Prior Recorded Lease Reference: Book 1065, Page 3256 Document No: 2008002527 State of Oklahoma County of Washington

MEMORANDUM OF LEASE

This Memorandum of Lease (the "*Memorandum*") is entered into on the ______ day of ______. 202_____ by and between **City of Bartlesville**, **Oklahoma**, a municipal corporation acting by its Mayor and City Council ("*Landlord*") and **SBC Tower Holdings LLC**, a Delaware limited liability company ("*Tenant*").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- 1. <u>Parent Parcel and Lease</u>. Landlord is the owner of certain real property being described on <u>Exhibit A</u> attached hereto and by this reference made a part hereof (the "*Parent Parcel*"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower/Ground Lease Agreement dated May 20, 1996 (The "*Original Lease*"), as amended by that certain First Amendment to The Tower/Ground Lease Agreement dated April 1, 2002 (The "*First Amendment*"), as amended by that certain Second Amendment to Tower/Ground Lease Agreement dated September 14, 2007 (The "*Second Amendment*") (as the same may have been amended from time to time, collectively, the "*Lease*"), pursuant to which Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Lease Premises*"), which Leased Premises is also described on <u>Exhibit A</u>.
- Expiration Date. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be June 30, 2056. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
- 3. <u>Right of First Refusal</u>. There is a right of first refusal in the Lease.

- 4. <u>Effect/Miscellaneous</u>. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
- 15. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 401 S. Johnstone Ave, Bartlesville, OK 74003; to Tenant at: SBC Tower Holdings LLC, Attn: Network Real Estate Administration, RE: Cell Site No. 7145, Cell Site Name Toalson W/T, FA No. 10001069, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319; with copy to: AT&T Legal Department, Attn.: Network Counsel, RE: FA No. 10001069, 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
- 5. <u>Counterparts</u>. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD	WITNESS
City of Bartlesville, Oklahoma, a municipal corporation	
Signature: Print Name: Title: Date:	Signature: Print Name: Signature:
	Print Name:
WITNESS AND AC State/Commonwealth of	KNOWLEDGEMENT
On this day of personally appeared of satisfactory evidence, to be the person(s) whose na	ame in his/her/their authorized capacity(ies), and that
WITNESS my hand and official seal.	

Notary Public	
Print Name:	
My commission expires:	

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

SBC Tower Holdings LLC,

a Delaware limited liability company

Signature:	Signature:	
Print Name:	Print Name:	
Title:		
Date:	Signature:	
	Print Name:	

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202___, before me, ______ the undersigned Notary Public, personally appeared ______

who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public Print Name: _____ My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

PARENT WARRANTY DEED DESCRIPTION (BOOK 333, PAGE 16)

BEGINNING AT A POINT ONE HUNDRED-THREE AND EIGHT TENTHS (103.80) FEET WEST AND (16.50) FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 13 EAST; THENCE NORTH 00'55' WEST A DISTANCE OF TWO HUNDRED (200) FEET, THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF TWO HUNDRED (200) FEET; THENCE SOUTH 00'55' EAST A DISTANCE OF TWO HUNDRED (200) FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF TWO HUNDRED (200) FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF TWO HUNDRED (200) FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF TWO HUNDRED (200) FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF TWO HUNDRED (200) FEET TO THE POINT OF BEGINNING.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

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EXHIBIT A (Continued)

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AS SURVEYED ACCESS EASEMENT

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I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on approving the Amendment to License Agreement for the ForeUP credit card processing payments agreement.

Attachments:

foreUP Payments Agreement – Adams Golf Club

II. STAFF COMMENTS AND ANALYSIS

This amendment to license agreement sets the credit card processing fees for credit card transactions at Adams Golf Club.

- A fee equal to 0.80 % of the total transaction
- A flat fee of \$0.15 per transaction
- Chargeback Fee: Will be responsible for responding to payment disputes. Lost disputes will automatically be refunded from your account. Agree to pay a \$15.00 fee per dispute

These processing fees are standard protocol to set up the new POS agreement with ForeUP and process credit card payments.

ForeUP Representative has agreed to review the 0.80 % of the total transaction fee once the club has several months of credit card transaction history and possibly lower the rate.

III. BUDGET IMPACT

Credit Card processing fees should be expensed on yearly budget based on percentage of projected revenues.

IV. RECOMMENDED ACTION

Staff recommends approval of amendment to license agreement for credit card processing fees and authorization to enter into agreement with ForeUP.

AMENDMENT TO LICENSE AGREEMENT

Golf Compete, Inc. d/b/a foreUP ("foreUP") 9987 Carver Road, Suite 230 Blue Ash, OH 45242 Sales: (866) 792-0969 Support: (800) 929-5737 Agreement ID : Q-36079



info@foreup.com www.foreupgolf.com

Prepared by: Brent Brown brent.brown@foreup.com

This Amendment to License Agreement (the "Amendment") by and between Golf Compete, Inc., a Delaware corporation doing business as foreUP ("Licensor") and Adams Golf Club ("Client" or "Licensee"). Licensor and Licensee shall be collectively referred to as the "Parties".

This Amendment consitutes a valid modification of the License Agreement entered into by the Parties. In consideration of the mutual covenants below and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following changes:

1. The Parties acknowledge and agree to modifications described herein, which changes shall become effective on the date signed below.

CLIENT INFORMATION

Client Name ("Client"):	Adams Golf Club
Client Address:	5801 Tuxedo Blvd, Bartlesville, OK 74006
Client Contact Name:	Dee Roadman
Client Contact Phone:	(918) 331-3900
Client Contact Email:	cwroadman@cityofbartlesville.org
Client Billing Contact:	Dee Roadman
Billing Contact Email :	cwroadman@cityofbartlesville.org

TERM & BILLING

Initial Term:	24	
Renewal Term:	12 months for all products and services (unless on seasonal Ad Services Contract - renewal period will automatically renew for that seasonal duration).	
Billing Start Date:	7/1/2025	

Invoice Frequency:	Monthly	
Payment Terms:	See, Section 2 of Terms of Service	

APPROVED LOCATION

Adams Golf Club 5801 Tuxedo Blvd, Bartlesville, OK 74006 United States

SERVICES & FEES

** If Client does not sign and accept this License Agreement by 6/8/2025, then foreUP's offered pricing for Services will expire.** Note: All Fees subject to increase in accordance with the Terms of Service.

Products/Services (per Monthly Pricing)

QTY	Product Name	List Price	Discount	Net Price
1	foreUP Payment Services (see Payment Services Fees below)	\$0.00	\$0.00	\$0.00

One Time Fees Subtotal

Total List Price	USD 0.00
Total Discount	USD 0.00
Total Net Price	USD 0.00

Products/Services Subtotal (per Monthly Pricing)

Total List Price	USD 0.00
Total Discount	USD 0.00
Total Net Price	USD 0.00

1064 N. County Blvd Pleasant Grove, UT 84062 Agreement ID: Q-36079

PAYMENT SERVICES

foreUP Payments is offered to integrate credit card transactions to foreUP software services, including: processing payments and tips, issuing refunds, storing customer card information for future payments, and allowing customers to purchase gift cards, reservations, and other goods and services online. foreUP Payments also enables you to view, export, and reconcile your credit card transactions. By signing below, you authorize us to conduct the foregoing services on your behalf.

Account: Your use of foreUP Payments is contingent upon the completion and approval of the foreUP Payments Sub-Merchant Application and Agreement, including the foreUP Payments Terms and Conditions.

Fees: Your fee structure will be Interchange Cost Plus. foreUP will pass all network costs and ancillary fees directly to you and you agree to pay foreUP's fees listed below, each of which will be deducted at the time of transaction:

1. a fee equal to 0.80 % of the total transaction

2. a flat fee of \$0.15 per transaction

3. Chargeback Fee: You will be responsible for responding to payment disputes. Lost disputes will automatically be refunded from your account. You agree to pay a \$15.00 fee per dispute.

Hardware: You are responsible for the purchase of compatible credit card devices from our online store.

Termination: foreUP retains the right to adjust the fee structure after one year from the date this Amendment is signed. You may terminate foreUP Payments by submitting written notice at least sixty days prior to the end of the current term. If your License Agreement with foreUP ends, your foreUP Payments account will terminate automatically upon termination of the License Agreement without penalty. Additionally, Licensor may terminate the foreUP Payments Services at any time and for any reason, with or without notice to you and with no liability to you.

Conflicting Provisions: To the extent the terms of this Amendment modify or conflict with any provisions of the License Agreement, these terms shall control. All other terms of the License Agreement not modified by this Amendment shall remain the same

METHOD OF PAYMENT

ACH/Credit Card	USD 0.00 Billed Monthly

NOTE: All one-time fees are due and payable upon the Effective Date herein (which shall be the date below). Product and Services dues are billed on the 1st of each month. Payment confirmation will be emailed to the provided customer email address: cwroadman@cityofbartlesville.org foreUP only takes payments in two forms: ACH or credit card.

TERMS OF SERVICE

The Payment Services described in this Amendment to the License Agreement are provided to Client subject to the terms and conditions of the License Agreement, along with the Sub-Merchant Agreement, foreUP's <u>Terms of Service</u> (https://www.foreupgolf.com/terms-of-service/) and <u>Privacy</u> Policy (https://www.foreupgolf.com/foreup-privacy-policy/) and other documents by reference.

Any capitalized terms not defined elsewhere in this License Agreement shall have the meanings attributed in the Agreement. Fees of Services will commence on the Billing Start Date, as described above, and Client's payment of Fees will be due and payable on the payment terms described in the Terms of Service.

ADDITIONAL TERMS & CONDITIONS

By signing below, foreUP and Client each acknowledge that they have carefully read and fully understand the Agreement as written, and each agrees to be bound by the terms of this Agreement. This Agreement will become effective as of the date of last party signature to the License Agreement ("Effective Date"). The individuals signing the Agreement represent that they have the authority to bind the respective parties to the terms of this Agreement.

CLIENT	foreUP
Adams Golf Club	Golf Compete, Inc.
By:	By:
Title:	Title: President, Clubessential
Effective Date:	Date:

Agenda Item 7.d.i.



Progress Report

Bartlesville NEXT

Current Reporting Date: May 01, 2025 - May 31, 2025

Report Created On: May 23, 2025





Executive Summary

Summary:

The **Bartlesville NEXT** strategic plan is nearing full completion, with 96% progress and 87.5% of objectives achieved. The initiative covers five core strategic priorities: Effective Infrastructure Network, Community Character, Economic Vitality, Financial Strength & Operational Excellence, and Emerging Issues. The plan emphasized comprehensive improvements to city operations, community development, workplace culture, infrastructure, and citizen engagement. Through a series of targeted goals, significant advancements were made in public outreach, operational efficiency, civic amenities, urban development, and interdepartmental collaboration. Key initiatives included website modernization, asset management, enhanced beautification efforts, annual citizen and employee surveys, and governance modernization.

Accomplishments:

Major achievements include the successful completion of most stated goals such as modernizing city communications, launching digital enhancements for citizen engagement, holding appreciation luncheons, implementing a performance/reward system, updating city policy handbooks and financial policies, and advancing infrastructure asset management. Noteworthy projects involved the revitalization of public spaces, systematic road improvements, and stronger economic development collaboration. Community events—like CommUNITY Fest—and inclusive programs, such as Neighborhood Watch and cultural celebration groups, fostered broader civic participation. The completion of the comprehensive plan enabled the alignment of further projects, like the Parks Masterplan and trails/multi-modal plans, with the city's long-term vision. Volunteer programs and beautification projects improved city aesthetics and community spirit while increasing operational capacity.

Roadblocks:

Despite substantial progress, some disruptions (10%) and major disruptions (2.5%) were reported. Event scheduling presented conflicts, notably with the CommUNITY Fest overlapping OctoberFest, impacting attendance. Interdepartmental coordination for beautification and infrastructure projects faced challenges related to alignment of funding, timing, and ongoing maintenance of improvements. The response from external entities, such as ODOT for tree planting projects, led to scheduling uncertainties. For

some initiatives, such as the comprehensive plan, delayed council action temporarily stalled progress for dependent projects. Developing the Trails/Multi-Modal Plan was also hampered by the need for comprehensive data gathering and cross-departmental collaboration. Community social challenges—child care regulation, homeless services, and affordable housing—require ongoing attention and multi-agency cooperation.

Recommendations:

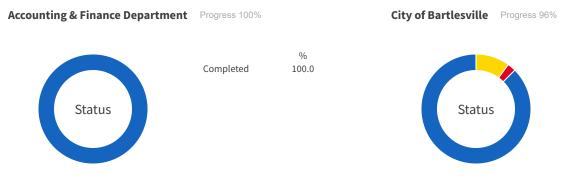
To ensure completion and sustainability, it is recommended to formalize processes for scheduling and aligning city events to avoid future overlaps and maximize participation. Strengthen cross-departmental project management, communication, and scheduling to facilitate smooth coordination and data sharing, particularly for initiatives involving infrastructure and beautification. Continue to monitor, evaluate, and update digital platforms and citizen engagement tools to keep pace with technology and public needs. Maintain frequent and transparent reporting to the council and community to bolster trust and collaboration. For emerging issues—including child care and homelessness—prioritize task force recommendations, secure cross-agency partnerships, and explore alternative funding. Lastly, institutionalize long-term planning practices, including 5-year fiscal projections and ongoing asset management, to support strategic decision-making and operational excellence.

Report Legend

Priority No Update

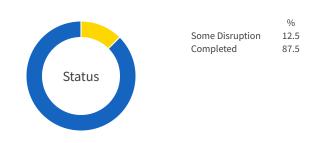
🔥 Overdue

Department Summary

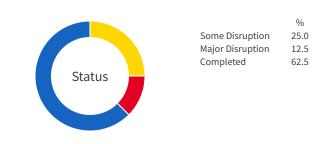


% Some Disruption 10.0 Major Disruption 2.5 Completed 87.5

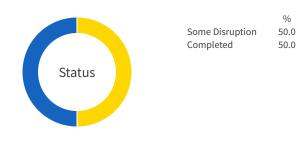
Communications Progress 91%



Community Development Department Progress 88%



Engineering Department Progress 98%



Human Resources Progress 100%



% 100.0 Completed

History Museum Progress 100%



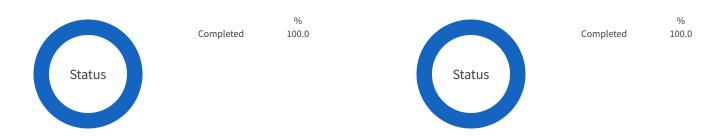
% Completed 100.0

IT Department Progress 100%



Library Progress 100%

Police Department Progress 100%

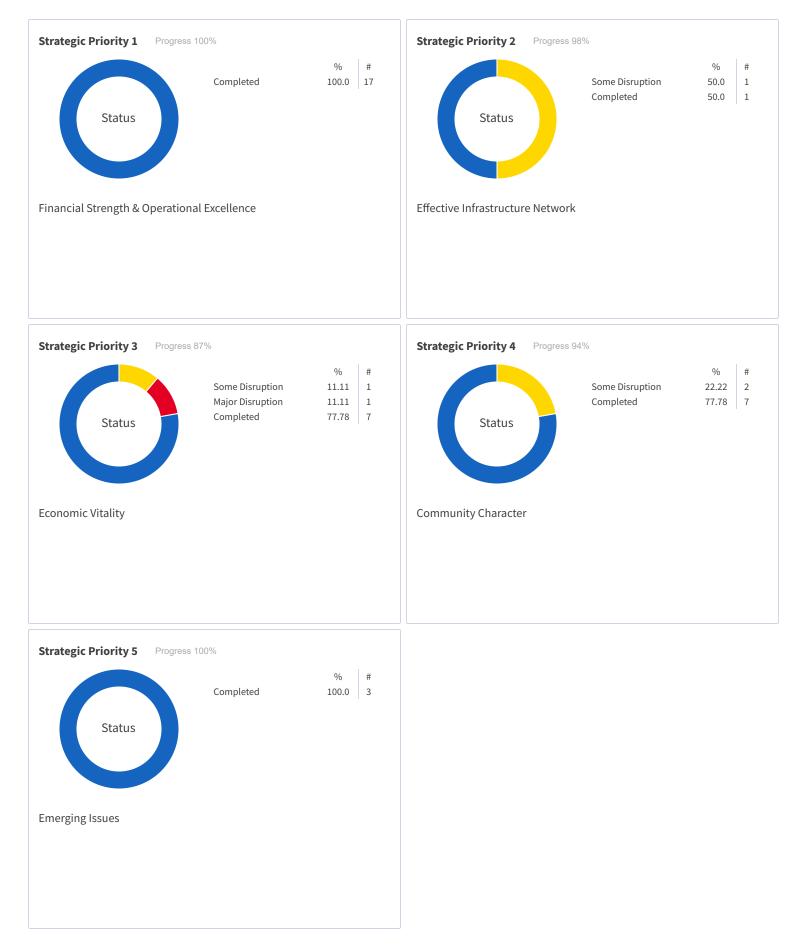


Public Works Department Progress 100%



Page 5

Plan Summary



Strategic Priority 1 Progress 100%

Financial Strength & Operational Excellence

Objective: 4 Goal: 17

Objective 1.1 Progress 100%

Focus on staff recruitment, retention, development, department collaborations, and safety programs to		%	#
improve workplace culture and morale.	Completed	100.0	5

Challenges:

Next Steps:

Challenges:

Next Steps:

Goal: 5

Goal 1.1.1			Update provided by Kelsey Walker on Sep 30, 2023 05:00:01
Ongoing - Oct 31, 2023	Completed	Progress 100%	Accomplishments: Goal has been completed.
Investigate programs to	recruit non-	traditional employees and	Challenges:
within schools.			Next Steps:
Goal 1.1.2			Update provided by Kelsey Walker on Nov 30, 2023 06:00:01
Goal 1.1.2 Ongoing - Oct 31, 2023	Completed	Progress 100%	<i>Update provided by Kelsey Walker on Nov 30, 2023 06:00:01</i> Accomplishments : Goal has been completed.
		5	

Goal 1.1.3

Ongoing - Oct 31, 2023

Completed Progress 100%

Implement a job swap program for employees.

Goal 1.1.4

Ongoing - Jul 31, 2024

Completed Progress 100%

Hold employee appreciation luncheons twice yearly.

Goal 1.1.5

Ongoing - Apr 30, 2024

Completed

Progress 100%

Next Steps: Update provided by Kelsey Walker on Sep 30, 2024 05:00:01 Accomplishments: Goal has been completed. Challenges:

Update provided by Kelsey Walker on Sep 30, 2023 05:00:01 Accomplishments: Goal has been completed.

Update provided by Kelsey Walker on Apr 30, 2024 05:00:01 Accomplishments: Goal has been completed.

Investigate ways to implement a flex-hours or work from home program for applicable employees.

Objective 1.2 Progress 100%

Improve and modernize our workplace including seeking accreditations for operational excellence, developing a performance and reward-based evaluation process, and furthering integration of IT systems into our operating departments.

Completed

% # 100.0 4

% 100.0

Completed

17

Goal 1.2.1

Ongoing - Oct 31, 2023

pleted Progress 100%

Progress 100%

Develop a committee to research best practices and accreditation programs.

Goal 1.2.2

Ongoing - Jul 31, 2023 Completed

Develop and implement a performance and reward-based evaluation process for general employees by July 1, 2023 with intent to negotiate this process for uniformed groups in the future.

Goal 1.2.3

Ongoing - Apr 30, 2024 Completed Progress 100%

Re-evaluate 311 and Enterprise Asset Management (E.A.M.) to determine how we can integrate these systems into our operating departments.

Goal 1.2.4

Ongoing - Oct 31, 2024 Completed Progress 100%

Revise and update our website using newest technologies and integrations to improve citizen satisfaction and e-gov capabilities.

Update provided by Kelsey Walker on Mar 31, 2024 05:00:01

Accomplishments: Goal has been completed. Committee has met and is gathering data.

Challenges:

Next Steps:

Update provided by Kelsey Walker on Sep 30, 2023 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Update provided by Matt McCollough on Apr 03, 2025 17:09:27

Accomplishments:

Challenges:

Next Steps:

Update provided by Kelsey Walker on Mar 28, 2025 13:35:46

Accomplishments: Redesigned website launched to the public on March 19.

Next Steps: Staff will continue to routinely monitor the website to assess if further changes are needed in the future.

Objective 1.3 Progress 100%

Develop annual communications and feedback systems to include a standard report to citizens, community	%	#
survey, and employee survey.	ted 100.0	5

Goal: 5

Goal 1.3.1

Ongoing - Sep 30, 2024

Update provided by Kelsey Walker on Sep 30, 2024 05:00:01 Accomplishments: Goal has been completed.

Challenges:

Create and publish annual digital report on overall City and departmental achievements, progress, and goals. Summary of report to be circulated in utility bill.

Progress 100%

Completed

Next Steps:

Goal 1.3.2	Undetermovided by Kelli Williams on Arr 25, 2025 14 (2) 12
	Update provided by Kelli Williams on Apr 25, 2025 14:43:13
Ongoing - Apr 30, 2024 Completed Progress 100% Create and distribute an annual survey to obtain citizen	Accomplishments : Post cards were mailed as planned and the online portion of the survey opened April 14. This portion will end April 28, officially ending the survey. The Communications Department has consistently publicized both the
feedback and requests for all City departments. Individual departments may also be surveyed individually as part of a	randomized and online survey options and will release the results when they are made available by Polco, the consultant.
larger survey plan.	Challenges:
	Next Steps : Results will be analyzed by the consultant and presented to the City Council in July.
Goal 1.3.3	Update provided by Kelsey Walker on Sep 30, 2023 05:00:01
Ongoing - Jul 31, 2023 Completed Progress 100%	Accomplishments: Goal has been completed.
	Challenges:
Create and distribute survey for employees to rate their department and the City as an overall employer by July 1, 2023.	Next Steps:
Goal 1.3.4	Update provided by Kelsey Walker on May 31, 2024 05:00:01
Ongoing - Oct 31, 2023 Completed Progress 100%	Accomplishments: Goal has been completed.
Develop feedback cards for golf course, library and other City	Challenges:
services as appropriate.	Next Steps:
Goal 1.3.5	Update provided by Kelsey Walker on Aug 31, 2023 05:00:01
Ongoing - Apr 30, 2024 Completed Progress 100%	Accomplishments: Goal has been compelted.
Continue to enhance, improve, and promote City Beat and grow	Challenges:
subscription base by 10%.	Next Steps:
bjective 1.4 Progress 100%	
dopt governance best practices relating to debt, financial targets, r ouncil handbook.	multi-year plans, and a comprehensive % # Completed 100.0 3
Goal: 3	
Goal 1.4.1	Update provided by Kelsey Walker on Dec 31, 2023 06:00:01
Ongoing - Oct 31, 2023 Completed Progress 100%	Accomplishments: Goal has been completed,
Develop and adopt formal policies pertaining to:	Challenges:
Debt Policy	Next Steps:
Utility Rate StudiesCapital Planning Policy	
Goal 1.4.2	Update provided by Jason Muninger on May 01, 2025 15:01:48
Ongoing - Jul 31, 2025 Completed Progress 100%	Accomplishments:
Future budgets should include 5-year projections of revenue	Challenges:

Next Steps:

Future budgets should include 5-year projections of revenue and expenditures for major operating funds to assist the Council and Staff in better planning for the future. Goal 1.4.3

Ongoing - Apr 30, 2024

Completed Progress 100%

City Council will adopt a City Council Handbook that will help to guide current and future City Councils. City Manager will work with Mayor to schedule a Council workshop to discuss this item within one year of adoption of Strategic Plan. Update provided by Kelsey Walker on Dec 31, 2023 06:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Strategic Priority 2 Progress 98%

Effective Infrastructure Network

Objective: 2	Goal: 2	Some Disruption Completed	50.0 50.0	1 1
Objective 2.1	Progress 95%			

Develop Asset Management Program for infrastructure.		%	#
	Some Disruption	100.0	1
Goal: 1			

Goal 2.1.1

Ongoing - Oct 31, 2025 Some Disruption

Update provided by Micah Siemers on May 22, 2025 22:06:28

Accomplishments: Set up water utilities assets and working on inventory. Have had admin and supervisor training

The intent of the asset management program is to compile age, material, condition, and service life of the City's infrastructure (facilities, airport, streets, storm drain, wastewater, water, signals, signs, etc.) into ESRI's GIS software to aid in planning improvement priority and capital needs.

Progress 95%

Challenges:

Next Steps: continue to test out the functionality of the software and learn how to use it before training technicians

Completed

Objective 2.2 Progress 100%

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

Goal: 1

Goal 2.2.1

Ongoing - Jun 30, 2023

3 Completed Progress 100%

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

Update provided by Kelsey Walker on Aug 31, 2023 05:00:01 Accomplishments: Goal has been completed. Challenges: Next Steps: %

100.0 1

#

Strategic Priority 3 Progress 87%

Economic Vitality

Objective: 3 Goal: 9

	%	
Some Disruption	11.11	
Major Disruption	11.11	
Completed	77.78	

1 1

7

Objective 3.1 Progress 81%

Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best	%	#
practices and reflect the character of our community. Major Disruption Completed	50.0 50.0	

Goal: 2	
Goal 3.1.1	Update provided by Kelsey Walker on May 23, 2025 14:59:29

Completed Ongoing - Oct 31, 2024 Progress 100% Update the city's comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation,

Kelsey Walker ol

Council took no action on the proposed update. As such, this project is now complete.

Goal 3.1.2

Ongoing - Jun 30, 2025

Major Disruption Progress 61%

Update zoning, subdivision, and other ordinances and codes which regulate private development and land use following the updated comprehensive land use plan.

Update provided by Larry Curtis on May 22, 2025 21:54:49

As this project was waiting on the update to the comprehensive plan, it can now move forward. A Request for qualifications has been posted and we will be waiting on submittals. We are putting together an ad hoc committee to review the submitted qualifications.

Objective 3.2 Progress 100%

storm drainage, utilities, etc.).

Collaborate with economic development partners and experts to optimize development.		Completed	% # 100.0 3
Goal: 3			'
Goal 3.2.1	Update provided by Kelsey Walker on Jun 30, 2023 05:00:0	21	
Ongoing - Ongoing Completed	Accomplishments: Goal has been completed.		
Identify economic development partners and assign City	Challenges:		
employee to act as economic development liaison. Liaison shall act as conduit between economic development partners,	Next Steps:		
developer, and City departments.			
Goal 3.2.2	Update provided by Kelsey Walker on Aug 31, 2023 05:00:	01	

Ongoing - Dec 31, 2023

Completed Progress 100%

Convene a meeting with all economic development partners to determine how best to support their efforts and to define the expectations for all parties.

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 3.2.3

Update provided by Kelsey Walker on Dec 31, 2023 06:00:01 Accomplishments: Goal has been completed. Ongoing - Ongoing Challenges: Ongoing coordination between liaison and economic development partners. Next Steps:

Objective 3.3 Progress 81%

Develop a	nd implement strategies to retain and attract young professionals and families to Bartlesville.		%	#
		Some Disruption	25.0	1
		Completed	75.0	3
Goal: 4				

Goal 3.3.1

Goal 3.3.2

Ongoing - Sep 30, 2023 Completed Progress 100% Identify community partners who employ and recruit young

Update provided by Kelsey Walker on Sep 30, 2023 05:00:01 Accomplishments: Goal has been completed. Challenges: Next Steps:

professionals.

Update provided by Kelsey Walker on May 23, 2025 16:11:54 Meetings have been conducted.

Engage with community partners to learn how the City can attract young professionals and families.

Completed



Update provided by Kelsey Walker on May 23, 2025 16:12:49



Ongoing - Jan 31, 2024

Some Disruption Progress 25%

Progress 100%

Examine ways to make the community more enticing for businesses and restaurants that attract young professionals and families.

Goal 3.3.4

Ongoing - Jan 31, 2024

Completed Progress 100%

Work closely with BDA and Visit Bartlesville to promote their efforts and accomplishments.

Update provided by Kelsey Walker on Jun 30, 2024 05:00:01 Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Strategic Priority 4 Progress 94%

Community Character % Some Disruption 22.22 2 Completed 77.78 7 Objective: 3 Goal: 9 **Objective 4.1** Progress 100% Explore opportunities to embrace the unique cultures of our community. % # Completed 100.0 2 Goal: 2 Goal 4.1.1 Update provided by Kelsey Walker on Nov 30, 2023 06:00:01 Accomplishments: Goal has been completed. Ongoing - Jan 01, 2024 Completed Progress 100% Challenges: Coordinate a multi-cultural group to highlight the diverse cultures in our community. Next Steps:

Update provided by Kiley Roberson on Mar 26, 2025 15:24:08

Accomplishments: Successfully completed the event planning and execution of CommUNITY Fest to support various groups in our city.

Challenges: Encountered challenges with planning around all the other events the city and various groups offer. The event ended up overlapping with OctoberFest as well which did impact attendance.

Next Steps: The planning team has decided that it would be better going forward to combine this event with another preexisting event to capitalize on attendance numbers and just make the unity part a piece of theme for the event.

Objective 4.2 Progress 75%

Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation	%	#
systems. Some Disruption	50.0	1
Completed	50.0	1

Goal: 2

Goal 4.2.1

Goal 4.1.2

Ongoing - Jan 31, 2025

properties, venues, etc.)

Ongoing - Oct 31, 2024

leted Progress 100%

Update provided by Kelsey Walker on May 23, 2025 14:59:53

As this project was waiting for council action on the comprehensive plan, we can now state that this project is complete.

As part of the update to the City's comprehensive and other plans identified in Economic Vitality, update the Parks Masterplan to ensure that lifestyle options and parks and recreation systems are meeting the needs of the public.

Completed

Allocate city resources for support group (such as facilities,

Progress 100%



Ongoing - Oct 31, 2024 Some Disruption

Create a Trails/Multi-model plan that incorporates existing assets and plans such as bicycle plan.

Progress 50%

Update provided by Larry Curtis on May 22, 2025 21:58:35

As this project was waiting on the Comprehensive Plan, we can now move forward with an update / creation of a trails/multi-model plan for the city.

Next Steps:

Conduct Existing Conditions Assessment Inventory current trails, sidewalks, bike routes, and transit connections. Evaluate gaps, condition, accessibility, and connectivity. Use GIS data, staff input, and recent community feedback from the Comprehensive Plan process.

- Develop Draft Goals and Priorities Based on the assessment and alignment with the Comprehensive Plan, establish draft goals (e.g., connectivity, safety, recreation, access to key destinations). Identify priority corridors and focus areas for improvements or expansion.
- Prepare Initial Draft Plan Outline Create an internal working outline that includes sections such as existing system, vision and goals, proposed network improvements, design standards, implementation strategies, and potential funding sources. Assign staff leads and a tentative timeline for drafting.

Accomplishments and Challenges:

Completing the Comprehensive Plan was a major accomplishment that now allows us to align the Trails/Multi-Modal Plan with the city's broader vision and priorities. One of our key successes was gathering valuable community input that can directly inform the direction of this plan. However, a continuing challenge will be coordinating across departments to gather accurate data and ensuring the plan remains both ambitious and feasible within our existing resources.

Objective 4.3 Progress 99%

Ensure and maintain clean, bright, vibrant community spaces.		%	#
	Some Disruption	20.0	1
	Completed	80.0	4
Goal: 5			

Goal 4.3.1

Ongoing - Apr 30, 2024

eted Progress 100%

Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc. Update provided by Kelsey Walker on Sep 30, 2024 05:00:01

Accomplishments: Goal is complete. 10 of 10 bathrooms installed.

Challenges:

Next Steps:

✓Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors

✓Police to respond to all calls at public restrooms generated by new systems

√Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.



Ongoing - Oct 31, 2024

Some Disruption Progress 95%

Coordinate citizen volunteer efforts to supplement our maintenance efforts and to improve the appearance of our City. These could include periodic clean up days, adopt a mile programs, adopt a path programs, etc.

Update provided by Larry Curtis on May 22, 2025 22:02:25

Accomplishments:

Keep Bartlesville Beautiful has continued leading efforts to enhance the City's appearance through community partnerships and volunteer projects.

Successfully completed the first downtown planning and beautification project, setting a strong foundation for future initiatives.

Planning is underway for a second targeted beautification and pedestrian improvement project at the intersection of Silver Lake and Nowata Road.

Worked with a plantings expert from Kansas to develop plans for two new downtown planting projects, both of which are now in progress.

Submitted an application to the Oklahoma Department of Transportation (ODOT) for a tree planting project at the Washington & Frank Phillips intersection, with funding secured from Phillips 66 and coordination through Up With Trees.

Completed and installed all new plantings for the downtown planters, significantly enhancing the visual appeal of the area.

Completed a full inventory and condition survey of downtown benches. The review is finished, and planning is underway to replace benches identified for removal.

Made significant progress in establishing the foundation of the volunteer coordination committee and nearly completed the planning required to support citizen-led efforts such as cleanup days and adopt-a-mile/path programs.

Challenges:

Coordinating across departments and organizations to align timing, funding, and implementation of beautification and mobility improvements.

Ensuring long-term maintenance and sustainability of beautification efforts amid limited resources.

Awaiting ODOT's response regarding the tree planting project along Highway 75, which may impact scheduling and planting timelines.

Next Steps:

Begin replacement of downtown benches identified through the completed condition review.

Launch the first citizen-led cleanup and beautification events under the newly structured volunteer coordination efforts.

Continue development of the Silver Lake and Nowata Road beautification and pedestrian improvement project, including follow-up on the initial feasibility assessment.

√Staff to list and prioritize possible programs. (01/24)

 \checkmark Adopt formal policy for selected program(s). (04/24)

 \checkmark Advertise, promote, operate, and publicly report on the success of this program. (10/24)

Goal 4.3.3

Ongoing - Oct 31, 2023

eted Progress 100%

Update provided by Kelsey Walker on Mar 31, 2024 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Establish Neighborhood Watch and Sentinel Program.

Goal 4.3.4

Ongoing - Apr 30, 2024

Completed Progress 100%

Finalize implementation of and launch Software 311 and City App.

Goal 4.3.5

Ongoing - Jul 31, 2023

Completed Progress 100%

Create a list of minimum maintenance intervals for our parks and rights-of-way.

Update provided by Kelsey Walker on Apr 30, 2024 05:00:01 Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Update provided by Kelsey Walker on Mar 31, 2024 05:00:01 Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Strategic Priority 5 Progress 100%

Emerging Issues

Objective: 1 Goal: 3 #

Objective 5.1 Progress 100%

% # Partner with community groups to discuss, evaluate and report on existing needs and potential solution that 3 Completed 100.0 address: Child Care, Housing, Homelessness, and Others to be Determined.

Goal: 3

Goal 5.1.1 Ongoing - Apr 30, 2024 Child Care	Completed	Progress 100%	<i>Update provided by Kelsey Walker on May 23, 2025 16:14:02</i> New task force established and meeting regularly. Proposed regulations presented to council 10/24.
Goal 5.1.2 Ongoing - Apr 30, 2024 Housing	Completed	Progress 100%	Update provided by Kelsey Walker on Sep 30, 2024 05:00:01 Accomplishments: Goal has been completed. Challenges: Next Steps:
Goal 5.1.3 Ongoing - Apr 30, 2024 Homelessness	Completed	Progress 100%	Update provided by Kelsey Walker on Jun 30, 2024 05:00:01 Accomplishments: Challenges: Next Steps: Collaboration with "B the Light" will continue. Their construction currently delayed by ODEQ.



I. Subject: Monthly ALPR (Flock Cameras) report per Chapter 15 Ordinance 3600

II. Background:

a. The City of Bartlesville recently passed a new ordinance pertaining to ALPR technology such as Flock Safety Cameras with guidelines on implementation and a report on monthly activity. Attached is a detailed report for the month of April 2025 and May 2025.

III. Staff Comments and Analysis:

a. Staff has conducted an organizational audit and found no discrepancy for April 2025 and May 2025.

IV. Recommended Action:

a. Review Attached reports.

Bartlesville Police Department

Chief of Police, Kevin Ickleberry – Deputy Chief of Police, Troy Newell 615 S. Johnstone Ave. Non-Emergency 918.338.4001 Bartlesville, OK 74003 Administration 918.338.4050



To: DC A. Ward #

From: Capt. D. Elkins #2350

Subject: Monthly Flock Report - April 2025-

Date: 05/08/2025.

1. System Overview

- Total ALPR Cameras Installed: 10

- Current Locations:

#	Location	Distance from City Limit
1	Frank Phillips & Western-	Approx. 300'- Straight east of west city limit.
	Eastbound	
2	3700 block of Frank	Approx. 3,590' straight west of east city limit.
	Phillips Blvd.	
3	Hillcrest Dr. & Caney	Approx. 3,000' SW to city limit on Kane Hill.
	River-Northbound	
4	Madison Blvd. & Tuxedo	Approx. 5,300' west of east city limit at Bison Rd.
	BlvdSouthbound	
5	Adams Blvd & Adams	Approx. 9, 520' east of east city limit at Bison Rd.
	Rd-Eastbound	
6	14 th Street & Texas	Approx. 50' south or north (SW) city limit.
	Circle-Eastbound	
7	Frank Phillips Blvd &	Approx. 2,400' south of the north city limit.
	Cherokee	
8	Silver Lake Rd. & Price	Approx. 1,700" north of the south city limit at Hampden.
	RdNorthbound	
9	Virginia Ave. & Herrick-	Approx. 105" south of north west city limit.
	Southbound	
10	Bison Rd. & Adams	Approx. 570' east of the east city limit.
	BlvdWestbound	

- System Manufacturer/Provider: Flock Safety

- Retention Period: 30 days

- Data Storage Location: AWS Cloud (encrypted) (FBI CJIS compliant)

2. System Activity Summary

Report Dates April 1st to April 30 th		
Total License Plates Captured	771,864	
Unique License Plates Captured	515,810	
Total Hotlist Entered	3	
Alerts Matched Against Hotlists	0	
Searches Conducted by Personnel	168 total, on 46 cases	

3. Hotlist Monitoring

- Hotlists Used:
- [e.g., NCIC Stolen Vehicle List, Amber Alert, Custom Local Lists]
- Hotlist Updates Verified: [Yes/No]

4. User Access & Searches

- Total Authorized Users: 27
- New User Accounts Created: 13

- Search Audit Logs Reviewed: [Yes/No]

First				
Name	Last Name	Title	Role	Last Login
Alison	Pittman	Dispatcher	User	04/29/2025
		Deputy Chief -		
Andrew	Ward	Operations	Admin	04/2/2025
Chad	McCarty	D.A. Investigator	User	12/16/2024
Daniel	Elkins	CID Captain	Admin	05/08/2025
Daniel	Mains	Patrol Lieutenant	Admin	4/14/2025
Gina	Kennedy	Dispatcher	User	04/30/2025
Glenn	McClintock	CID Lieutenant	Admin	05/05/2025
Greg	Oates	LEAD	Admin	04/30/2025
Hannah	Harbour	LEAD	Admin	05/07/2025
Jakaya	Barker	Dispatcher	User	4/23/2025
Jamie	Tennell	Dispatcher	User	04/26/2025
Jasie	Mercier	Dispatcher	User	05/07/2025
Jay	Hastings	Service Captain	Admin	12/19/2024
Jennifer	Hart	Dispatcher	User	04/28/2025
Joshua	Johnson	Patrol Lieutenant	Admin	04/30/2025
Kevin	Ickleberry	Chief	Admin	02/20/2025
Keylee	Johnson	LEAD	Admin	05/06/2025
Lauren	Holland	Dispatcher	User	04/26/2025
Lisa	Duncan	Dispatcher	User	05/08/2025
Makinze	Powell	Dispatcher	User	04/28/2025
Mike	Stokes	Dispatcher	Admin	05/08/2025
Rudy	Brooklyn	Dispatcher	User	
Sarah	Barajas	Dispatcher	User	04/28/2025
Sarah	Vigil	Dispatcher	User	04/24/2025
Tanya	Yates	Dispatcher	User	04/29/2025
Travis	Martinez	Patrol Captain	Admin	

Tyler	Diedrich	Patrol Lieutenant	Admin	3/18/2025
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5. System Maintenance & Uptime

Camera Location	Uptime %	Maintenance Performed	Notes
#1 Frank Phillips Blvd @ Hwy 123	99%	Device Operating Normally	
#2 3700 block of Frank Phillips Blvd.	100%	Device Operating Normally	
#3 Hillcrest Dr. & Caney River- Northbound	100%	Device Operating Normally	
#4 Madison Blvd. & Tuxedo Blvd Southbound	100%	Device Operating Normally	
#5 Adams Blvd & Adams Rd- Eastbound	100%	Device Operating Normally	
#6 14th Street & Texas Circle- Eastbound	100%	Device Operating Normally	
#7 Frank Phillips Blvd & Cherokee	100%	Device Operating Normally	
#8 Silver Lake Rd.& Price RdNorthbound	100%	Device Operating Normally	
#9 Virginia Ave. & Herrick- Southbound	100%	Device Operating Normally	
#10 Bison Rd. & Adams Blvd Westbound	100%	Device Operating Normally	

6. Privacy & Compliance

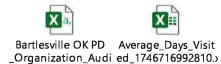
- Data Retention Policy Enforced: [Yes/No]

- Compliance Review Completed: [Wes/No]

7. Comments/Recommendations

During the month of April, we added 13 dispatchers to the flock operating system to ensure access to the Flock across 24/7 operations. Officers have the option to contact their respective shift lieutenant or a on-duty or the dispatch to conduct a search through the system or to enter information into the system.

See attached excel reports for greater detail.



Bartlesville Police Department

Chief of Police, Kevin Ickleberry – Deputy Chief of Police, Troy Newell 615 S. Johnstone Ave. Non-Emergency 918.338.4001 Bartlesville, OK 74003 Administration 918.338.4050



To: DC A. Ward #

From: Capt. D. Elkins #2350

Subject: Monthly Flock Report -May 2025-

Date: 05/27/2025.

1. System Overview

- Total ALPR Cameras Installed: 10

- Current Locations:

#	Location	Distance from City Limit
1	Frank Phillips & Western- Eastbound	Approx. 300'- Straight east of west city limit.
2	3700 block of Frank Phillips Blvd.	Approx. 3,590' straight west of east city limit.
3	Hillcrest Dr. & Caney River-Northbound	Approx. 3,000' SW to city limit on Kane Hill.
4	Madison Blvd. & Tuxedo BlvdSouthbound	Approx. 5,300' west of east city limit at Bison Rd.
5	Adams Blvd & Adams Rd-Eastbound	Approx. 9, 520' east of east city limit at Bison Rd.
6	14 th Street & Texas Circle-Eastbound	Approx. 50' south or north (SW) city limit.
7	Frank Phillips Blvd & Cherokee	Approx. 2,400' south of the north city limit.
8	Silver Lake Rd. & Price RdNorthbound	Approx. 1,700" north of the south city limit at Hampden.
9	Virginia Ave. & Herrick- Southbound	Approx. 105" south of north west city limit.
10	Bison Rd. & Adams BlvdWestbound	Approx. 570' east of the east city limit.

- System Manufacturer/Provider: Flock Safety

- Retention Period: 30 days

- Data Storage Location: AWS Cloud (encrypted) (FBI CJIS compliant)

2. System Activity Summary

Report Dates April May 1 st to May 25 th		
Total License Plates Captured	806080	
Unique License Plates Captured	518756	
Total Hotlist Entered	3	
Alerts Matched Against Hotlists	5	
Searches Conducted by Personnel	112 total, on 13 cases	

3. Hotlist Monitoring

- Hotlists Used:
- [e.g., NCIC Stolen Vehicle List, Amber Alert, Custom Local Lists]
- Hotlist Updates Verified: [Yes/No]

4. User Access & Searches

- Total Authorized Users: 27
- New User Accounts Created: 0

- Search Audit Logs Reviewed: [Yes/No]

First				
Name	Last Name	Title	Role	Last Login
Alison	Pittman	Dispatcher	User	05/20/2025
		Deputy Chief -		
Andrew	Ward	Operations	Admin	04/2/2025
Chad	McCarty	D.A. Investigator	User	12/16/2024
Daniel	Elkins	CID Captain	Admin	05/27/2025
Daniel	Mains	Patrol Lieutenant	Admin	05/12/2025
Gina	Kennedy	Dispatcher	User	04/30/2025
Glenn	McClintock	CID Lieutenant	Admin	05/21/2025
Greg	Oates	LEAD	Admin	05/25/2025
Hannah	Harbour	LEAD	Admin	05/16/2025
Jakaya	Barker	Dispatcher	User	4/23/2025
Jamie	Tennell	Dispatcher	User	04/26/2025
Jasie	Mercier	Dispatcher	User	05/22/2025
Jay	Hastings	Service Captain	Admin	12/19/2024
Jennifer	Hart	Dispatcher	User	05/22/2025
Joshua	Johnson	Patrol Lieutenant	Admin	05/20/2025
Kevin	Ickleberry	Chief	Admin	02/20/2025
Keylee	Johnson	LEAD	Admin	05/11/2025
Lauren	Holland	Dispatcher	User	04/26/2025
Lisa	Duncan	Dispatcher	User	05/25/2025
Makinze	Powell	Dispatcher	User	04/28/2025
Mike	Stokes	Dispatcher	Admin	05/21/2025
Rudy	Brooklyn	Dispatcher	User	05/20/2025
Sarah	Barajas	Dispatcher	User	04/28/2025
Sarah	Vigil	Dispatcher	User	04/24/2025
Tanya	Yates	Dispatcher	User	05/22/2025
Travis	Martinez	Patrol Captain	Admin	

Tyler	Diedrich	Patrol Lieutenant	Admin	3/18/2025
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5. System Maintenance & Uptime

Camera Location	Uptime %	Maintenance	Notes
		Performed	
#1 Frank Phillips	99%	Device Operating	
Blvd @ Hwy 123		Normally	
#2 3700 block of	100%	Device Operating	
Frank Phillips		Normally	
Blvd.			
#3 Hillcrest Dr. &	100%	Device Operating	
Caney River-		Normally	
Northbound			
#4 Madison Blvd.	73%	Device Operating	
& Tuxedo Blvd		Normally	
Southbound			
#5 Adams Blvd &	100%	Device Operating	
Adams Rd-		Normally	
Eastbound			
#6 14th Street &	100%	Device Operating	
Texas Circle-		Normally	
Eastbound			
#7 Frank Phillips	100%	Device Operating	
Blvd & Cherokee		Normally	
#8 Silver Lake Rd.	100%	Device Operating	
& Price Rd		Normally	
Northbound			
#9 Virginia Ave. &	100%	Device Operating	
Herrick-		Normally	
Southbound			
#10 Bison Rd. &	100%	Device Operating	
Adams Blvd		Normally	
Westbound			

6. Privacy & Compliance

- Data Retention Policy Enforced: [Yes/No]

- Compliance Review Completed: [Yes/No]

7. Comments/Recommendations

The Police Department is still awaiting on approval on new flock cameras and locations to move cameras to be in compliance with Ordinance 15-3600.

See attached excel reports for greater detail.





Average_Days_Visit ed_1748374014967 r _Organization_Audi

Bartlesville OK PD



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the ten months ending April 30, 2025.

Attachments:

Interim Financials for April 30, 2025

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for April 2025; 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 April 30, 2025.



REPORT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

For The Ten Months Ended April 30, 2025

CITY COUNCIL

Ward 1 - Tim Sherrick Ward 2 - Larry East Ward 3 - Jim Curd, Mayor Ward 4 - Aaron Kirkpatrick Ward 5 - Trevor Dorsey, Vice Mayor

> City Manager Mike Bailey

> > Prepared by:

Jason Muninger Finance Director Alicia Shelton Finance Supervisor

HIGHLIGHTS

MAJOR FUNDS:

GENERAL FUND WASTEWATER OPERATING/BMA WASTEWATER FUNDS WATER OPERATING/BMA WATER FUNDS SANITATION

OTHER FUNDS:

REVENUE BUDGET STATUS EXPENDITURE BUDGET STATUS CHANGE IN FUND BALANCE

EXPLANATORY MEMO

FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



GENERAL FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

			2024-25 Fisc	al Year			2023-24 Fisc	al Year
						% of		% Total
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	Budget	YTD Total	Year
Revenue:								
Sales Tax	\$ 17,869,148	\$ 14,890,957	\$ 15,141,526	\$-	\$ 15,141,526	84.7%	\$ 15,104,580	83.5%
Use Tax	4,513,154	3,760,962	4,071,267	-	4,071,267	90.2%	4,094,742	85.0%
Gross Receipt Tax	1,656,600	1,380,500	1,290,502	-	1,290,502	77.9%	1,339,289	87.2%
Licenses and Permits	260,000	216,667	219,582	-	219,582	84.5%	240,357	92.5%
Intergovernmental	629,000	524,167	1,049,994	-	1,049,994	166.9%	600,253	82.4%
Charges for Services	539,900	449,917	447,828	-	447,828	82.9%	498,102	86.6%
Court Costs	193,900	161,583	124,854	-	124,854	64.4%	165,843	89.6%
Police/Traffic Fines	393,300	327,750	224,393	-	224,393	57.1%	303,014	89.3%
Parking Fines	45,300	37,750	42,317	-	42,317	93.4%	43,375	84.4%
Other Fines	66,000	55,000	47,519	-	47,519	72.0%	54,272	86.0%
Investment Income	150,000	125,000	2,106,480	-	2,106,480	1404.3%	2,500,647	118.2%
Miscellaneous Income	868,824	724,020	1,191,531	-	1,191,531	137.1%	999,195	87.7%
Transfers In	6,549,579	5,457,983	5,457,989		5,457,989	83.3%	5,467,692	83.3%
Total	\$ 33,734,705	\$ 28,112,256	<u>\$ 31,415,781</u>	<u>\$ -</u>	<u>\$ 31,415,781</u>	93.1%	<u>\$ 31,411,361</u>	86.2%
Expenditures:								
General Government	\$ 10,805,842	\$ 9,004,868	\$ 7,506,055			74.3%	\$ 6,768,408	75.2%
Public Safety	18,458,736	15,382,280	14,930,773	231,750	15,162,523	82.1%	13,967,194	81.9%
Street	2,264,849	1,887,374	1,630,538	68,503	1,699,040	75.0%	1,500,481	77.6%
Culture and Recreation	3,867,881	3,223,234	2,771,406	60,077	2,831,483	73.2%	2,813,416	78.6%
Transfers Out	4,787,466	3,989,555	4,409,562	-	4,409,562	92.1%	3,490,925	83.3%
Reserves	1,225,200	1,021,000				0.0%		N.A.
Total	<u>\$ 41,409,974</u>	<u>\$ 34,508,311</u>	<u>\$ 31,248,334</u>	<u>\$ 888,106</u>	<u>\$ 32,136,440</u>	77.6%	<u>\$ 28,540,424</u>	79.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 5,555,372					
Net Revenue (Expense)			167,447					
Ending Fund Balance			\$ 5,722,819					

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

			2024-25 Fisca	al Year			2023-24 Fisca	al Year
						% of		% Total
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	Budget	YTD Total	Year
Revenue: Wastewater Fees Investment Income Debt Proceeds Miscellaneous	\$ 6,742,581 83,000,000 <u>30,000</u>	- 69,166,667 25,000	\$ 5,456,444 185,706 - 109,125	- - -	\$ 5,456,444 185,706 - 109,125	80.9% N.A. 0.0% 363.8%	\$ 5,092,370 - - 135,926	83.5% 0.0% N.A. 99.9%
Total	<u>\$ 89,772,581</u>	\$ 74,810,485	\$ 5,751,274	<u>\$ -</u>	\$ 5,751,274	6.4%	\$ 5,228,296	82.0%
Expenditures: Wastewater Plant Wastewater Maint BMA Expenses Transfers Out Reserves	\$ 3,179,670 999,237 1,500,000 1,836,183 97,138	832,698 1,250,000 1,530,153 80,948	\$ 2,565,906 742,006 1,530,155 	4,583	\$ 3,110,422 746,589 1,530,155 	97.8% 74.7% 0.0% 83.3% 0.0%	\$ 2,934,663 688,922 - 1,372,481 -	99.3% 82.9% N.A. 83.3% N.A.
Total	<u>\$ 7,612,228</u>	<u>\$ 6,343,524</u>	\$ 4,838,068	\$ 549,099	<u>\$ 5,387,167</u>	70.8%	\$ 4,996,066	92.0%
<u>Changes in Fund Balance:</u> Fund Balance 7/1 Net Revenue (Expense)			\$ 2,925,118 913,207					
			510,207					
Ending Fund Balance			<u>\$ 3,838,325</u>					

COMBINED WATER OPERATING & BMA WATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

	2024-25 Fiscal Year					2023-24 Fiscal Year		
						% of		% Total
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	Budget	YTD Total	Year
Revenue:								
Water Fees	\$ 11,091,140	\$ 9,242,617	\$ 9,339,493	\$ -	\$ 9,339,493	84.2%	\$ 8,760,034	83.2%
Investment Income	-	-	155,051	-	155,051	N.A.	-	0.0%
Debt Proceeds	7,500,000	6,250,000	-	-	-	0.0%	-	N.A.
Miscellaneous			8,856		8,856	N.A.	749,416	100.0%
Total	\$ 18,591,140	<u>\$ 15,492,617</u>	<u>\$ 9,503,400</u>	<u>\$ -</u>	<u>\$ 9,503,400</u>	51.1%	<u>\$ 9,509,450</u>	83.3%
Expenditures:								
Water Plant	\$ 4,240,410	\$ 3,533,675	\$ 2,907,851	\$ 312,765	\$ 3,220,616	76.0%	\$ 2,830,312	76.8%
Water Administration	478,954	399,128	343,572	62,278	405,850	84.7%	334,477	81.1%
Water Distribution	2,405,156	2,004,297	1,679,784	95,667	1,775,451	73.8%	1,465,044	76.1%
BMA Expenses	10,775,784	8,979,820	2,726,632	306,009	3,032,641	28.1%	2,780,198	68.7%
Transfers Out	2,878,743	2,398,953	2,398,955	-	2,398,955	83.3%	2,154,402	83.3%
Reserves	252,659	210,549				0.0%		N.A.
Total	<u>\$ 21,031,706</u>	\$ 17,526,422	\$ 10,056,794	\$ 776,720	<u>\$ 10,833,513</u>	51.5%	\$ 9,564,433	75.6%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,688,787					
Net Revenue (Expense)			(553,393)					
Ending Fund Balance			\$ 7,135,394					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

83% of Year Lapsed

	2024-25 Fiscal Year					2023-24 Fisc	al Year
	Total Budget	YTD Budget	YTD Actual	YTD Encum YTD Total	% of Budget	YTD Total	% Total Year
<u>Revenue:</u> Collection Fees Investment Income Miscellaneous Transfers In	\$ 6,626,914 - 56,334 	\$ 5,522,428 - 45,669 -	\$ 5,646,804 6,695 29,492 	\$ - \$ 5,646,804 - 6,695 - 29,492 	85.2% N.A. 52.4% N.A.	\$ 5,149,448 - 114,986 -	83.2% N.A. 83.1% N.A.
Total	\$ 6,683,248	\$ 5,568,097	<u>\$ </u>	<u>\$ -</u> <u>\$ 5,682,991</u>	85.0%	<u>\$ 5,264,434</u>	83.2%
Expenditures: Sanitation Transfers Out Reserves	\$ 3,911,821 2,684,272 140,718	\$ 3,259,851 2,236,893 117,265	\$ 2,921,027 2,239,896 	\$ 61,035 \$ 2,982,062 - 2,239,896 	76.2% 83.4% 0.0%	\$ 2,711,967 2,208,110 	76.8% 83.3% N.A.
Total	<u>\$ 6,736,811</u>	<u>\$ 5,614,009</u>	\$ 5,160,923	<u>\$ 61,035</u> <u>\$ 5,221,958</u>	77.5%	\$ 4,920,077	79.6%
<u>Changes in Fund Balance:</u> Fund Balance 7/1			\$ 261,319				

522,068

Ending Fund Balance	<u>\$</u>	783,387

Net Revenue (Expense)

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	1,881,469	1,807,108	96%
E-911 Fund	1,366,836	1,246,865	91%
Special Library Fund	88,000	183,013	208%
Special Museum Fund	-	12,942	N/A
Municipal Airport Fund	737,000	716,808	97%
Harshfield Library Donation Fund	-	32,365	N/A
Restricted Revenue Fund	91,320	30,807	34%
Golf Course Memorial Fund	30,000	33,739	112%
CDBG-COVID	485,000	111,977	23%
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	-	N/A
Opioid Settlement Fund	364,814	334,814	92%
Neighborhood Park Fund	-	3,973	N/A
Cemetery Care Fund	2,400	2,343	98%
Debt Service Fund	4,940,770	4,754,783	96%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,371,537	4,088,227	121%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	31,060	N/A
Wastewater Regulatory Capital Fund	-	38,586	N/A
City Hall Capital Improvement Fund	47,880	61,689	129%
Storm Drainage Capital Improvement Fund	-	6,466	N/A
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
2021A G.O. Bond Fund	-	-	N/A
2022 G.O. Bond Fund	-	-	N/A
2023 G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	1,155,714	979,498	85%
Sooner Pool Operating Fund	71,179	61,505	86%
Frontier Pool Operating Fund	95,013	82,608	87%
Municipal Airport Operating	526,200	508,624	97%
Internal Service Funds:			
	122 051	114 002	060/
Worker's Compensation Fund	132,951 5 5 20 1 7 1	114,903 E 241 876	86%
Health Insurance Fund	5,530,171 75,000	5,341,876 115 705	97% 154%
Auto Collision Insurance Fund	75,000	115,705	154%
Stabilization Reserve Fund	1,550,943	1,292,453	83%
Capital Improvement Reserve Fund	8,057,005	7,284,957	90%
Mausoleum Trust Fund	-	538	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

83% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	5,708,341	2,929,749	51%
E-911 Fund	1,487,474	1,078,899	73%
Special Library Fund	207,463	103,832	50%
Special Museum Fund	25,100	15,128	60%
Municipal Airport Fund	1,986,719	1,753,378	88%
Harshfield Library Donation Fund	375,994	22,145	6%
Restricted Revenue Fund	398,679	91,015	23%
Golf Course Memorial Fund	79,913	40,065	50%
CDBG-COVID	970,378	597,355	62%
ARPA	500,000	416,668	83%
Justice Assistance Grant Fund	14,804	-	0%
Opioid Settlement Fund	364,814	120,000	33%
Neighborhood Park Fund	62,723	-	0%
Cemetery Care Fund	15,009	175	1%
Debt Service Fund	4,940,770	4,877,295	99%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	9,787,749	3,035,808	31%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	87,205	10,037	12%
Wastewater Regulatory Capital Fund	584,032	39,863	7%
City Hall Capital Improvement Fund	227,358	-	0%
Storm Drainage Capital Improvement Fund	55,093	-	0%
Community Development Block Grant Fund	-	-	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	3,885	-	0%
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	31,386	-	0%
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	327,431	326,564	100%
2019B G.O. Bond Fund	350,641	19,182	5%
2021A G.O. Bond Fund	526,494	503,306	96%
2022 G.O. Bond Fund	3,438,895	2,532,864	74%
2023 G.O. Bond Fund	6,454,534	2,041,615	32%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,303,857	940,042	72%
Sooner Pool Operating Fund	80,880	49,491	61%
Frontier Pool Operating Fund	94,560	56,334	60%
Municipal Airport Operating	709,086	596,619	84%
Internal Service Funds:	,	-,	
Worker's Compensation Fund	430,000	102,146	24%
Health Insurance Fund	5,531,208	5,340,855	97%
Auto Collision Insurance Fund	443,559	99,683	22%
Stabilization Reserve Fund	14,776,368		0%
Capital Improvement Reserve Fund	22,197,887	11,558,746	52%
Mausoleum Trust Fund	8,515	,000,740	0%
	0,515	-	070

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

83% of Year Lapsed

	Beginning of Year	Change	Current
Special Revenue Funds:			
Economic Development Fund	3,982,024	(1,015,579)	2,966,445
E-911 Fund	212,689	175,750	388,439
Special Library Fund	338,451	96,560	435,011
Special Museum Fund	163,780	(2,186)	161,594
Municipal Airport Fund	-	(277,881)	(277,881)
Harshfield Library Donation Fund	435,622	10,380	446,002
Restricted Revenue Fund	259,665	(57,807)	201,858
Golf Course Memorial Fund	49,914	(460)	49,454
CDBG-COVID	-	-	-
ARPA	1,732,952	(416,668)	1,316,284
Justice Assistance Grant Fund	14,804	-	14,804
Opioid Settlement Fund	-	334,814	334,814
Neighborhood Park Fund	64,343	3,973	68,316
Cemetery Care Fund	13,038	2,168	15,206
Debt Service Fund	3,610,645	3,072,323	6,682,968
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,360,355	1,287,813	7,648,168
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	140,792	21,023	161,815
Wastewater Regulatory Capital Fund	397,676	(1,277)	396,399
City Hall Capital Improvement Fund	180,119	61,689	241,808
Storm Drainage Capital Improvement Fund	59,177	6,466	65,643
Community Development Block Grant Fund 2008B G.O. Bond Fund	211,387	-	211,387
2008 G.O. Bond Fund 2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-		_
2012 G.O. Bond Fund 2014 G.O. Bond Fund	-	_	_
2014B G.O. Bond Fund	3,885	-	3,885
2015 G.O. Bond Fund	-	-	-
2017 G.O. Bond Fund	-	-	-
2018A G.O. Bond Fund	-	-	-
2018B G.O. Bond Fund	31,386	-	31,386
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	(326,564)	867
2019B G.O. Bond Fund	350,641	(6,938)	343,703
2021A G.O. Bond Fund	526,494	(353,582)	172,912
2022A G.O. Bond Fund	3,112,203	(1,485,219)	1,626,984
2023 G.O. Bond Fund	6,564,913	(1,056,861)	5,508,052
Proprietary Funds:			
Adams Golf Course Operating Fund	136,622	103,642	240,264
Sooner Pool Operating Fund	40,167	20,416	60,583
Frontier Pool Operating Fund	54,603	34,647	89,250
Municipal Airport Operating	431,254	(76,911)	354,343
Internal Service Funds:			
Worker's Compensation Fund	321,209	14,627	335,836
Health Insurance Fund	3,001	1,021	4,022
Auto Collision Insurance Fund	496,502	20,544	517,046
Stabilization Reserve Fund	13,225,425	1,292,453	14,517,878
Capital Improvement Reserve Fund	21,349,355	3,397,032	24,746,387
Mausoleum Trust Fund	8,709	538	9,247



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 <u>should have been earned</u> 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.

(Published in Bartlesville, OK Examiner-Enterprise April 26, 30, & May 3, 2025)

INVITATION FOR BIDS

City of Bartlesville Operation Yard Sheds Bid No. 2024-2025-015R

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until 2:00 p.m. on the <u>19th</u> day of <u>May</u>, 2025 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct metal buildings at the operation yard as called for in the plans and specifications on file in the Engineering Department, (918) 338-4251 City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003. Plans, specifications, and contract documents may be examined and are available at a nonrefundable charge of **\$50.00** in this office or they can be requested and received via email at no charge (kdtoulou@cityofbartlesville.org).

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

1	LS	Construct Shed A	
1	LS	Construct Shed B	

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003. **PROPOSAL FOR OPERATION YARD SHEDS, BID NO. 2024**-2025-015R." Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Instruction to Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informalities or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 21st day of April, 2025.

Jason Muringer City Clerk - Lim Joulouse

(Published in Bartlesville, OK Examiner-Enterprise April 26, 30 and May 3, 2025)

INVITATION FOR BIDS

City of Bartlesville Tuxedo FEB Liner Replacement Bid No. 2024-2025-017

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until 2:00 p.m. on the 19th day of May 2025 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to remove and replace approximately 123,500 square feet of an HDPE liner at the Tuxedo Flow Equalization Basin as called for in the plans and specifications on file in the Engineering Department, (918) 338-4251, City Hall, 401 South Johnstone Ave., Bartlesville, Oklahoma 74003. Plans, specifications, and contract documents may be examined and are available at a nonrefundable charge of \$25.00 in this office, or they can be requested and received via email at no charge (kdtoulou@cityofbartlesville.org).

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003. PROPOSAL FOR TUXEDO FEB LINER REPLACEMENT, BID NO. 2024-2025-017." Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Instruction to Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informalities or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 21st day of April, 2025.

Japon Muninger City Clerk By Kim Joulouse



BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. <u>SUBJECT:</u>

Discuss and take action to award Bid No. 2024-2025-015R for the Operation Yard Sheds project.

B. ATTACHMENTS:

None

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

A. <u>PROJECT DESCRIPTION:</u>

One of the capital projects approved this fiscal year through the Water Administration Capital Reserve Fund and the 2023 G.O. Bond Fund is to install two 50' by 100' open sided sheds within the operation yard for equipment storage, as shown by the exhibit below.



B. <u>COMMENTS:</u>

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, fifteen (15) contractors obtained copies of the bid documents and seven (7) contractors submitted a bid. The bids were as follows:

Higgins Construction (Bartlesville, OK)	\$498,800.00
Voy Construction (Tulsa, OK)	\$540,714.06
Koehn Construction (Fredonia, KS)	\$544,695.00
Tektone Construction (Claremore, OK)	\$555,000.00
Multicon Inc.(Wichita, KS)	\$574,790.00
Cunningham Construction (Tulsa, OK)	\$604,047.84
SC Builders (Tulsa, OK)	\$664,240.00

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. Each bid had all of the necessary components and was mathematically correct.

C. **BUDGET AMOUNT:**

\$406,500 is the total budget for the project combining funds from the Water Capital Reserve Fund (\$225,000) and the 2020 General Obligation Bond Election - 2023 Issuance (\$181,500). \$18,000 has been spent on the design, leaving a budget balance of \$388,500. The low bidder, Higgins Construction (\$498,800), is \$110,300 over the available budget balance. There are sufficient savings in both the GO Bond and Water Capital fund to fully fund the project.

III. RECOMMENDED ACTION

The low bidder, Higgins Construction was established in 2020 and has completed several projects of this nature in the area. Staff has reviewed Higgins Construction qualifications and they have demonstrated the necessary staffing and technical experience for the project.

Staff recommends awarding the contract to Higgins Construction for \$498,800 using additional funding through the GO Bond and Water Capital Funds.

Council Member

5.20.2025 Date



BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. <u>SUBJECT:</u>

Discuss and take action to award Bid No. 2024-2025-017 for the Tuxedo FEB Liner Replacement project.

B. <u>ATTACHMENTS:</u>

None

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

A. <u>PROJECT DESCRIPTION:</u>

One of the capital projects approved for this fiscal year through the Wastewater Regulatory Fund involves the replacement of the existing geomembrane liner in the storage ponds at the Tuxedo Flow Equalization Basin (FEB), located west of Silver Lake Road and north of Frank Phillips Boulevard – as shown by the picture below. These FEBs temporarily store excess wastewater flow during rain events, helping to mitigate the impact of elevated flows on the treatment plant.

Once flow levels in the collection system subside, the stored water is gradually conveyed to the treatment plant for processing.



B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, eleven (11) contractors obtained copies of the bid documents and two (2) contractors submitted a bid. The bids were as follows:

Allstate Lining (Houston, TX)	\$268,657.48
BlueWater EnviroLining (Oklahoma City, OK)	\$298,844.00

The bids were evaluated for addendums, bid bonds, line-item prices, and arithmetic. Each bid had all of the necessary components and was mathematically correct.

C. BUDGET AMOUNT:

\$250,000 is the total budget for the project from the Wastewater Regulatory Fund. The low bidder, Allstate Lining (\$268,657.48), is \$18,657.48 over the available budget. There is \$161,393 in unallocated funds available within this account that can be used to fully fund the project.

III. RECOMMENDED ACTION

The low bidder, Allstate Lining, was established in 2020 and has completed numerous projects of this nature. Staff has reviewed Allstate Lining's qualifications and they have demonstrated the necessary staffing and technical experience for the project.

Staff recommends awarding the contract to Allstate Lining in the amount of \$268,657.48 utilizing unallocated funds from the Wastewater Regulatory fund to fully fund the project.

Council Member

<u>5-20-25</u> Date



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

CASE NO. RZ-0425-11; PUD-0425-0051/52 – Public hearing, consideration, and possible action on a request to rezone 0.72 acres from RM-3 (Residential Multifamily) & C-2 (Neighborhood Shopping) to C-5 (General Commercial)/PUD (Planned Unit Development), and for approval of a PUD Site Development Plan, located at 125-136 SE De Bell Ave, from Keleher Architects on behalf of William Hiatt Trust.

Attachments:

- (1) Ordinance
- (2) Planning Commission Staff Report and Attachments

II. STAFF COMMENTS AND ANALYSIS

RZ-0425-11; PUD-0425-0051/52 are requests from Keleher Architects on behalf of William Hiatt Trust for approval of rezoning 0.72 acres from RM-3 and C-2 to C-5 with a Planned Unit Development (PUD) and Site Development Plan. The property is platted as Lots 30 through 38, Block 6, Highland Park Addition.

The property is currently vacant, however there were previously several single-family residences that have been demolished over time. The owner is interested in selling the property, however it has challenges due to its current split zoning. The purpose of the rezoning/PUD request is to facilitate the sale of the property by introducing flexibility in the zoning and addressing the current split zoning status.

A PUD allows for flexibility in design while maintaining compatibility with adjacent uses. To this end, proposed modifications to the Zoning Regulations in this PUD are as follows:

Summary of PUD Modifications:

Use:

- Include RM-3 uses.
- Prohibit certain C-5 uses.

Setbacks:

- North setback reduced from 40 feet to 20 feet.
- East setback increased from 0 feet to 5 feet.

Parking/Access:

- Construct sidewalk along De Bell Ave.
- No minimum off-street parking requirement for nonresidential development.
- Multifamily residential off-street parking requirement reduced from 1.5 to 1 space per dwelling unit.

General Development Standards and Process:

- Corrugated metal siding is prohibited.
- Outdoor storage of good/materials limited to interior yards with 6-foot visual screening.
- Dumpster enclosure must be located on the south half of the property.
- A 6-ft privacy fence is required along the north boundary of the property.
- Future PUD Site Development Plan approval from Planning Commission not required if proposed development conforms to provisions of PUD and underlying zoning.

Zoning and Land Use Compatibility:

The property is within the Community Commercial Character Area on the Future Development Map of the Endeavor 2045 Comprehensive Plan. The Zoning District and Character Area Compatibility Matrix indicates that C-5 uses are primary and RM-3 uses are secondary in Community Commercial. This is understood to mean that primary uses are generally appropriate in most areas designated as Community Commercial, while secondary uses are generally more appropriate for Community Commercial property farther from certain features such as arterial roads or major intersections. The subject site is approximately one block south of Tuxedo Blvd and two blocks west of Washington Blvd/US Hwy 75. Therefore, the proposed C-5 zoning with use restrictions and RM-3 uses included is consistent with the Comprehensive Plan.

Additional details concerning the development proposal can be found in the attached Staff Report provided to the Planning Commission. In their regular meeting held May 20, 2025, the Planning Commission recommended approval of Case No. RZ-0425-11; PUD-0425-0051/52 per staff recommendation. Staff recommended approval without additional conditions. No members of the public spoke during the public hearing on this item.

III. RECOMMENDED ACTION

Planning Commission recommended approval of the requests by a vote of 6-0.

A public hearing to consider this request for approval of rezoning, a Planned Unit Development, and Site Development Plan has been scheduled for the Bartlesville City Council on Monday, June 2, 2025. The City Council is requested to hold this public hearing and make a final decision on this request.

ORDINANCE NO.

AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE CITY OF BARTLESVILLE, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM RM-3 AND C-2 TO C-5/PUD AND ACKNOWLEDGING THE APPROVAL OF A SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT (CASE NO. RZ-0425-11; PUD-0425-0051/52).

WHEREAS, a petition was heretofore filed with the Planning Commission of the City of Bartlesville requesting that the real estate described below, located in the City of Bartlesville, be rezoned from RM-3 (Residential Multifamily) & C-2 (Neighborhood Shopping) to C-5 (General Commercial)/PUD (Planned Unit Development) and materials were submitted relative to a certain supplemental designation Planned Unit Development and Site Development Plan relative to all of the real property described below; and

WHEREAS, the Bartlesville City Planning Commission considered said request at a public hearing on May 20, 2025, and following public input and discussion, submitted its report to the City Council with a recommendation for approval of rezoning and a supplemental designation Planned Unit Development and;

WHEREAS, after receipt of said report recommending approval of the request, the City Council thereafter gave due public notice of hearing to be held relative to said proposed changes, which notice stated the nature and purpose of said proposed changes, gave the time and place of said hearing and stated where copies of the proposed changes were available for inspection prior to the time of said hearing; and

WHEREAS, on June 2, 2025, said hearing was duly held by the City Council; and

WHEREAS, on June 2, 2025 said City Council approved said rezoning and supplemental designation planned unit development.

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

Section 1. That the land use and zoning map of the City of Bartlesville approved by the City Council on December 19, 1966, on file in the office of the City Clerk of the City of Bartlesville, Oklahoma, be and the same is hereby amended by re-establishing the boundary of the use districts so that the following described real estate located in the City of Bartlesville, County of Washington, Oklahoma, containing 0.72 acres be rezoned from RM-3 and C-2 to C-5/PUD:

LOTS 30, 31, 32, 33, 34, 35, 36, 37, AND 38, BLOCK 6 HIGHLAND PARK ADDITION BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

Section 2. That the PUD pertaining to Case No. PUD-0425-0051/52, relative to all of the real property described herein, is hereby approved.

<u>Section 3</u>. That the materials submitted in connection with the case are hereby approved and adopted and are incorporated herein by reference and attached.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 2nd day of June, 2025.

ATTEST:

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk

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Proposed Rezoning/PUD/Site Plan Review Dr. Bill Hiatt

Lots 30-38 Block 6 Highland Park Addition BARTLESVILLE, OKLAHOMA

KELEHER ARCHITECTS

DAN KELEHER JR., PLLC, AIA

KELEHER ARCHITECTS | ARCHITECTURE AND INTERIOR DESIGN | COMMERCIAL AND RESIDENTIAL

918-333-8855 PO BOX 1361, BARTLESVILLE, OK 74005

WWW.KELEHERARCHITECTS.COM

A. DEVELOPMENT CONCEPT

Dr. Bill Hiatt proposes to rezone 8 existing empty lots on DeBell Avenue for prospective future development. The lots are on east side of DeBell Avenue south of Tuxedo Blvd.

Property is currently zoned RM-3/C-2. Dr. Hiatt has not found success in selling the property with its current zoning and it has sat vacant for many years. The PUD proposal seeks approval to rezone the property to C-5 like the properties to the east, but with use restrictions and additions to account for the multifamily-zoned property to the west/north and preserve the multifamily potential of the existing RM-3 zoning. There may be some present interest in developing office/warehouse on the site, which would be dependent on the PUD/zoning change.

Exterior materials of any building may be metal panels with some brick wainscot accents, however corrugated metal is prohibited.

B. GENERAL PROVISIONS

Landscape:

Landscaping will be in accordance with City of Bartlesville Regulations.

Signage:

Signage will be in accordance with City of Bartlesville Regulations.

Access:

Access may be derived from DeBell as shown on Site Development Plan or the alley to the east; to be determined at time of development with developer and City Engineering staff. New side walk will be constructed along DeBell.

Utilities/Drainage:

Water and sewer utilities are currently available at the site.

Lot Combination:

Subject property is currently multiple separate lots, owner understands these lots will be combined prior to issuance of building permit.

Schedule:

There is no timeline to begin construction. The Site Development Plan submitted in conjunction with PUD and Rezoning applications is based on the potential office/warehouse use. This application requests that future Site Development Plan applications on this property not be required provided that the proposed development meets the requirements of the underlying zoning and provisions of the PUD. Major amendments will require new Site Development Plan review.

C. DEVELOPMENT STANDARDS

Net Land Area:	.72 Acres				
Permitted Uses	As permitted by right in t C-5and RM-3 zoning districts, except those list below in excluded.				
Maximum Allowable Floor Area:	.5				
Minimum Lot Size:	5,000 s.f.				
Off Street Parking	-	use: 1 space per it (modification ace per DU			
	to have no r street parkin uses other th residential. provided by accordance assessment However, a provided my developmen	ust meet at standards for as in the Zoning			
Minimum Setbacks (Non Residential)	C-5 Requirement	PUD Request			
Front (Exterior Side) (Interior Sides)	25 feet	No change			
	40.0 4	20.6 /			

40 feet

0 feet

0 feet

North South East

No change 5 feet

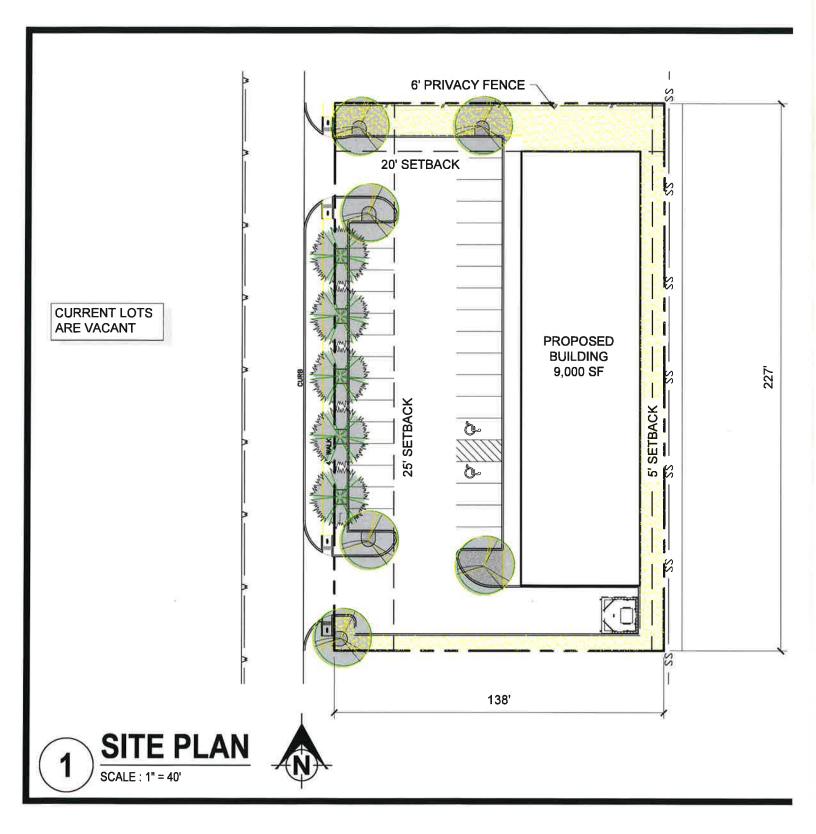
20 feet

Excluded Uses:

- Airport sales, services, rental, repair
- Automobile, bus, or truck body work or painting
- Automobile glass, muffler, seat covers, tires and upholstery Sales and repair.
- Auditorium, Arena, Coliseum, or similar facility
- Freight depot: railroad and/or truck
- Heliport
- Machine Shop
- Manufacturing, Low impact
- Mobile home sales
- Welding Service
- Well drilling contractor, yard or shop
- Wholesale establishment, including storage

Notes

- 1. Multifamily uses shall follow RM-3 bulk and area requirements Unless the structure is mixed-use.
- 2. Outdoor storage of goods and/or materials is limited to interior Yards and must be enclosed by a visual separation barrier, And in no case shall materials be stacked or stored so as to exceed the height of this separation barrier. This visual separation barrier shall be a Minimum height of six feet and may be composed of a fence, Wall, hedge, landscaping, earth berm, natural buffer area, or any Combination thereof which is sufficient to visually separate the Outdoor storage area from adjoining properties or public rights-of-way.

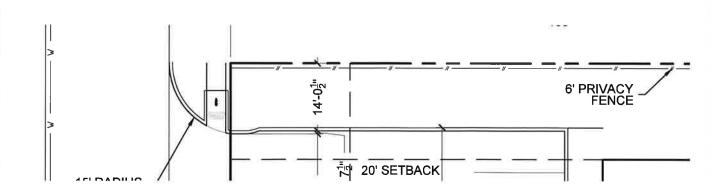


SITE INFO

BUILDING SQUARE FOOTAGE:	9,000 SF
OCCUPANCY TYPE:	OFFICE/WAREHOUSE
PARKING RATIO REQUIRED:	1 SPACE / 300 SF
PARKING SPACES REQUIRED:	30 SPACES
PARKING SPACES PROVIDED:	30 STANDARD SPACES <u>2 ACCESSIBLE SPACE</u> 32 TOTAL PARKING SP

LEGAL DESCRIPTION

LOTS 30-38 BLOCK 6 HIGHLAND PARK ADDITION





COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

TO: Bartlesville City Planning Commission

FROM: Micah Snyder, Senior Planner

DATE: May 20, 2025

CASE NO. RZ-0425-11; PUD-0425-0051/52

Subject: Public hearing, consideration, and possible action on a request to rezone 0.72 acres from RM-3 (Residential Multifamily) & C-2 (Neighborhood Shopping) to C-5 (General Commercial)/PUD (Planned Unit Development), and for approval of a PUD Site Development Plan, located at 125-136 SE De Bell Ave, from Keleher Architects on behalf of William Hiatt Trust.

GENERAL INFORMATION:

Applicant:	Keleher Architects on behalf of William Hiatt Trust.
Requested Action:	Approval of rezoning, PUD, and Site Development Plan
Location:	125-136 SE De Bell Ave
Legal Description:	Lots 30-38, Block 6, Highland Park Addition
Area:	0.72 acres / 31,363 sq ft
Floodplain:	N/A
Present Land Use:	Vacant
Proposed Land Use:	RM-3 uses and most C-5 uses
Present Zoning:	RM-3 (Multifamily Residential) & C-2 (Neighborhood Shopping)
Proposed Zoning:	C-5 (General Commercial)/PUD (Planned Unit Development)
Future Development	
Map Character Area:	Community Commercial

Adjacent Zoning, Land Uses, and Character Areas:

	Zoning	Land Use	Character Area
North	RM-3 (Multifamily Residential)	Single Family Residential	Community Commercial
South	C-2 (Neighborhood Shopping)	Dental Clinic	Community Commercial

East	C-5 (General Commercial)	Auto Body & Mechanic Shops	Community Commercial
West	RM-3 (Multifamily Residential)	Vacant, Single & Multifamily Residential	Community Commercial

ANALYSIS:

RZ-0425-11; PUD-0425-0051/52 are requests from Keleher Architects on behalf of William Hiatt Trust for approval of rezoning 0.72 acres from RM-3 and C-2 to C-5 with a Planned Unit Development (PUD) and Site Development Plan. The property is platted as Lots 30 through 38, Block 6, Highland Park Addition. The entire subject site was originally zoned RM-3, however Lots 30 through 33 were rezoned to C-2 in 1988 (Case No. 303).

The property is currently vacant, however there were previously several single-family residences that have been demolished over time. The owner is interested in selling the property, but has seen little interest. The purpose of the rezoning/PUD request is to facilitate the sale of the property by introducing flexibility in the zoning and addressing the current split zoning status.

Water and sewer lines are available to serve development of the property. Sewer will come from an 8-inch main line in the alley to the east and water from the 6-inch main line along De Bell Ave to the west. Depending upon use, existing fire hydrants in the area may be sufficient to serve redevelopment of the property; determination to be made at the building permit phase.

Zoning and Land Use Compatibility:

The applicant has provided a PUD Design Statement and a Site Development Plan as a conceptual possibility for an office/warehouse development.

Office/warehouse is not listed or defined as a use in the Zoning Regulations. However, some uses in the Zoning Regulations which could be categorized as office/warehouse include "Furniture and home furnishings: retail sales, rental, repair, and conditioning of furs" or "Contractor or construction offices and shops (air conditioning, building, cement, electrical, heating, masonry, painting, plumbing, refrigeration, roofing and ventilation)". These uses are consistent with the requested C-5 zoning.

In the interest of safeguarding the existing and possible future residential development of the multifamily-zoned property to the north and west of the subject site, the PUD proposes to prohibit certain uses normally allowed in C-5. Additionally, to preserve the multifamily potential for the subject property and enable flexibility in use potential, the PUD requests to permit uses allowed in the RM-3 (Multifamily Residential) district as well. The following uses are proposed to be excluded:

- Airport sales, services, rental, repair
- Automobile, bus, or truck body work or painting
- Automobile glass, muffler, seat covers, tires and upholstery
- Sales and repair.
- Auditorium, Arena, Coliseum, or similar facility
- Freight depot: railroad and/or truck

- Heliport
- Machine Shop
- Manufacturing, Low impact
- Mobile home sales
- Welding Service
- Well drilling contractor, yard or shop
- Wholesale establishment, including storage

The property is within the Community Commercial Character Area on the Future Development Map of the Endeavor 2045 Comprehensive Plan. The Zoning District and Character Area Compatibility Matrix indicates that C-5 uses are primary and RM-3 uses are secondary in Community Commercial. This is understood to mean that primary uses are generally appropriate in most areas designated as Community Commercial, while secondary uses are generally more appropriate for Community Commercial property farther from certain features such as arterial roads or major intersections. The subject site is approximately one block south of Tuxedo Blvd and two blocks west of Washington Blvd/US Hwy 75. Therefore, the proposed C-5 zoning with use restrictions and RM-3 uses included is consistent with the Comprehensive Plan.

Site Design:

In addition to the use stipulations, the PUD Design Statement and Site Development Plan provided by the applicants include the following details of the proposed development.

Schedule:

The Site Development Plan is based on the potential office/warehouse use. Given the general intention of these requests, there is no schedule to begin construction. The PUD also includes a request that future Site Development Plan applications on this property not be required provided that the proposed development meets the requirements of the underlying zoning and provisions of the PUD. Major amendments as defined by the Zoning Regulations would still require new Site Development Plan review with the PUD amendment application.

Bulk and Area Regulations:

Nonresidential development of the property is subject to the C-5 bulk and area regulations except as modified by the PUD. The north interior side setback is requested to be reduced from 40 feet to 20 feet and the east interior side setback is requested to be increased from 0 feet to 5 feet. No other changes are requested. Multifamily development of the property shall follow the bulk and area regulations for the RM-3 district unless the structure is mixed-use. The building shown on the Site Development Plan meets these requirements.

Minimum Setbacks (Non Residential)	C-5 Requirement	PUD Request
Front (Exterior Side)	25 feet	No change
(Interior Sides)		
North	40 feet	20 feet
South	0 feet	No change
East	0 feet	5 feet

12	MINIMU	AREA, M (Sq. Ft. s indicated	WID MAXI	MUM LOT OTH AND MUM LOT VERAGE	REQUIRED YARDS, MINIMUM (FEET))	MAXIMUM HEIGHT		
ZONING DISTRICTS	NING DISTRICTS Per Lot Per Dowelling Unit District Building Line Per Lot Real Development of the per second	Lat			RE	AR	SI	DE			
		SINGLE FRONTAGE LOT	DOUBLE FRONTAGE LOT	INTERIOR	EXTERIOR	STORIES	FEET				
RM-3	5.000	3.000	50	45%	25	20	25	5***	15	3 1/2	45

Parking, Access, and Circulation:

The PUD requests to have no minimum off-street parking requirement for uses other than multifamily residential. Parking is to be provided by developer in accordance with their own assessment of parking need. However, any parking provided must meet development standards for parking areas in the Zoning Regulations. Multifamily residential development shall provide off-street parking at a rate of 1 space per dwelling unit, deviation from the 1.5 spaces per dwelling unit requirement of the Zoning Regulations.

Access may be derived from De Bell Ave as shown on Site Development Plan or the alley to the east; to be determined at time of development with developer and City Engineering staff. New side walk will be constructed along De Bell Ave.

General Development Standards:

No modifications are requested from the signage and lighting requirements of the Zoning Regulations. Corrugated metal siding is prohibited. Additionally, outdoor storage of goods and/or materials is proposed to be limited to interior yards and must be enclosed by a visual separation barrier of six feet, which may be composed of a fence, wall, hedge, landscaping, earth berm, natural buffer area, or any combination thereof which is sufficient to visually separate the outdoor storage area from adjoining properties or public rights-of-way. Materials/goods shall not be stacked higher than the barrier. Following community input, a 6-ft tall privacy fence will be required along the north boundary and the dumpster enclosure will be located on the south half of the property.

Summary of PUD Modifications:

Use:

- Include RM-3 uses.
- Prohibit certain C-5 uses.

Setbacks:

- North setback reduced from 40 feet to 20 feet.
- East setback increased from 0 feet to 5 feet.

Parking/Access:

- Construct sidewalk along De Bell Ave.
- No minimum off-street parking requirement for nonresidential development.
- Multifamily residential off-street parking requirement reduced from 1.5 to 1 space per dwelling unit.

General Development Standards and Process:

- Corrugated metal siding is prohibited.
- Outdoor storage of good/materials limited to interior yards with 6-foot visual screening.
- Dumpster enclosure must be located on the south half of the property.
- A 6-ft privacy fence is required along the north boundary of the property.
- Future PUD Site Development Plan approval from Planning Commission not required if proposed development conforms to provisions of PUD and underlying zoning.

Standard for Approval of PUD Zoning: Section 7.6.5.5

In its review of a PUD request and Site Development Plan, Planning Commission shall determine the following factors listed below. Staff has reviewed the application and materials and finds that these factors are satisfied, and recommends approval of the PUD request with the rezoning:

- A. Whether the proposal is consistent with, and promotes the intent and purpose of the Comprehensive Plan.
- B. Whether the proposal is compatible with and harmonizes with existing and expected development of surrounding areas, the natural environment, and the planned capacities of public services and facilities affected by the proposed land use.
- C. Whether the proposal is a unified treatment of the development possibilities of the project site.
- D. Whether the proposal would benefit orderly and proper development of the metropolitan area.
- E. Whether the sidewalks and streets provide a traffic flow compatible with the development and surrounding street pattern.
- F. Whether the proposal is consistent with the public health, safety, and welfare of the community

PUBLIC NOTICE:

Property owners within 300 feet were notified by mail and a sign was posted on-site. A public hearing notice was published in the Bartlesville Examiner-Enterprise. The applicant hosted a citizen participation meeting, inviting the same property owners. The owner of the properties to the north attended the meeting and requested that the dumpster be located farther away from the existing houses. Additional consideration of these houses was given in the form of added screening on the north side. A summary of the meeting results is attached. At the time of writing this report, Staff had not received any comments in support or opposition to the proposal.

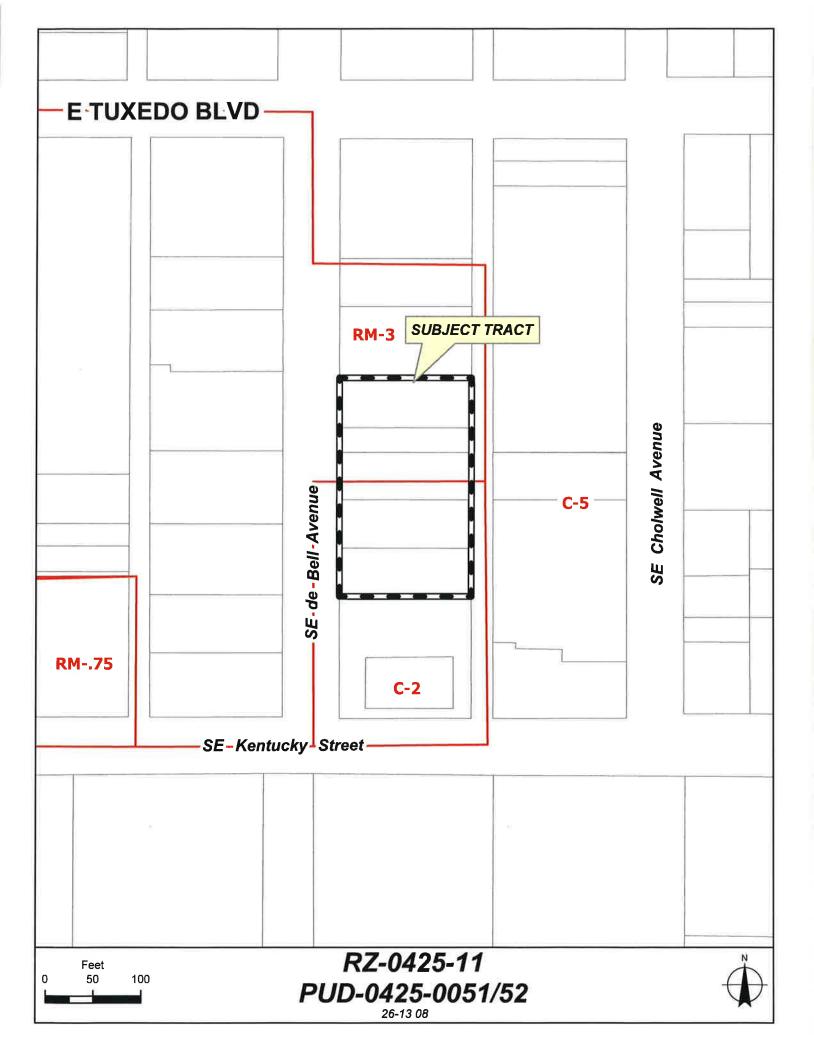
STAFF RECOMMENDATION:

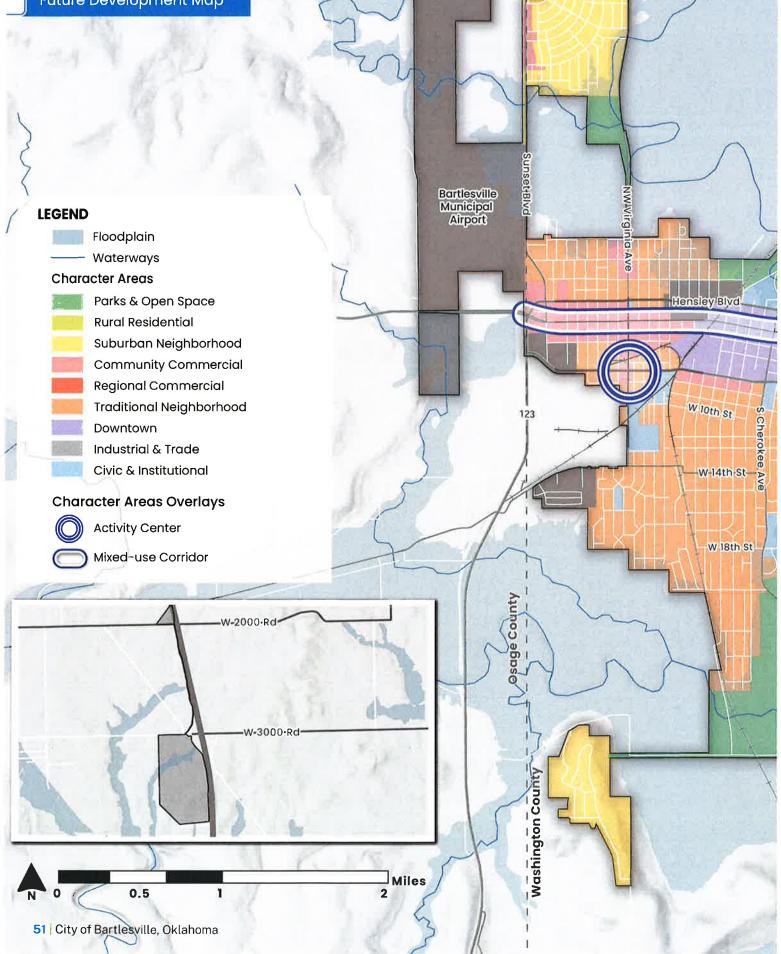
Staff recommends approval of Case No. RZ-0425-11; PUD-0425-0051/52.

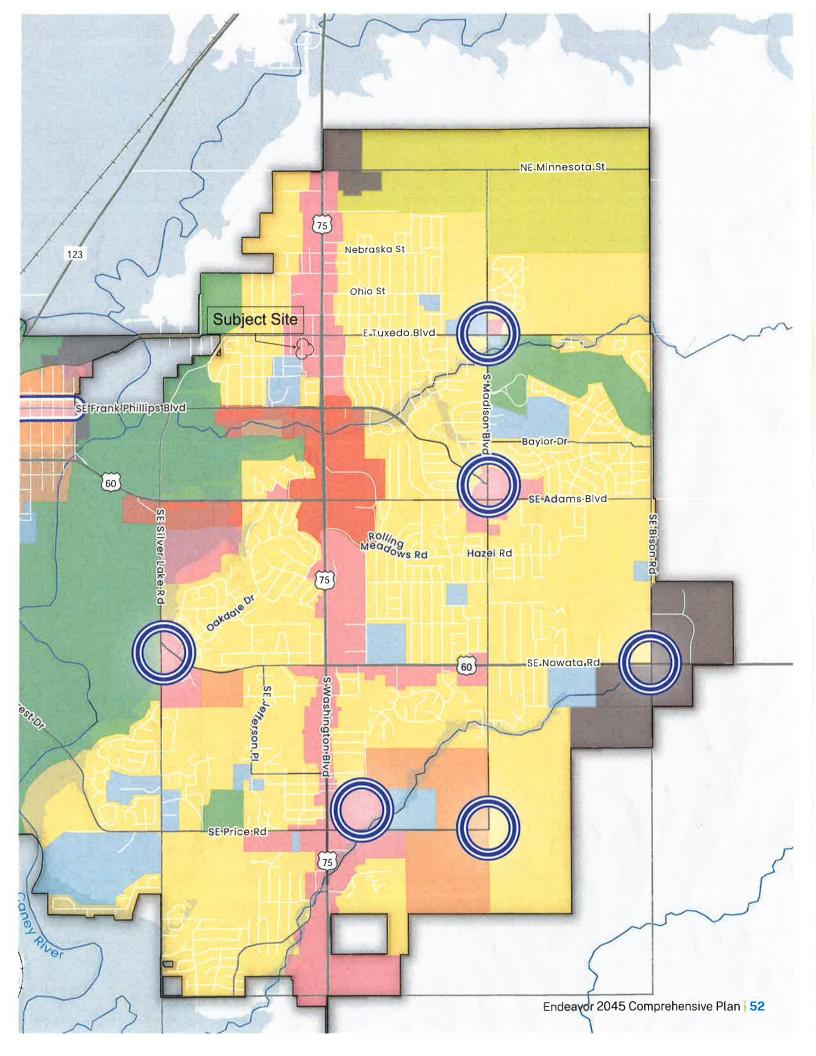
ATTACHMENTS:

- Aerial Image
- Zoning Map
- Future Development Map
- PUD Design Statement
- Site Development Plan
- Community Participation Results









Proposed Rezoning/PUD/Site Plan Review Dr. Bill Hiatt

Lots 30-38 Block 6 Highland Park Addition BARTLESVILLE, OKLAHOMA

KELEHER ARCHITECTS

DAN KELEHER JR., PLLC, AIA

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A. DEVELOPMENT CONCEPT

Dr. Bill Hiatt proposes to rezone 8 existing empty lots on DeBell Avenue for prospective future development. The lots are on east side of DeBell Avenue south of Tuxedo Blvd.

Property is currently zoned RM-3/C-2. Dr. Hiatt has not found success in selling the property with its current zoning and it has sat vacant for many years. The PUD proposal seeks approval to rezone the property to C-5 like the properties to the east, but with use restrictions and additions to account for the multifamily-zoned property to the west/north and preserve the multifamily potential of the existing RM-3 zoning. There may be some present interest in developing office/warehouse on the site, which would be dependent on the PUD/zoning change.

Exterior materials of any building may be metal panels with some brick wainscot accents, however corrugated metal is prohibited.

B. GENERAL PROVISIONS

Landscape:

Landscaping will be in accordance with City of Bartlesville Regulations.

Signage:

Signage will be in accordance with City of Bartlesville Regulations.

Access:

Access may be derived from DeBell as shown on Site Development Plan or the alley to the east; to be determined at time of development with developer and City Engineering staff. New side walk will be constructed along DeBell.

Utilities/Drainage:

Water and sewer utilities are currently available at the site.

Lot Combination:

Subject property is currently multiple separate lots, owner understands these lots will be combined prior to issuance of building permit.

Schedule:

There is no timeline to begin construction. The Site Development Plan submitted in conjunction with PUD and Rezoning applications is based on the potential office/warehouse use. This application requests that future Site Development Plan applications on this property not be required provided that the proposed development meets the requirements of the underlying zoning and provisions of the PUD. Major amendments will require new Site Development Plan review.

C. DEVELOPMENT STANDARDS

Net Land Area:

Permitted Uses

Maximum Allowable Floor Area:

Minimum Lot Size:

Off Street Parking

.72 Acres

As permitted by right in the C-5and RM-3 zoning districts, except those listed below in excluded.

.5

5,000 s.f.

Multifamily use: 1 space per dwelling unit (modification from 1.5 space per DU required).

Other uses: the PUD requests to have no minimum offstreet parking requirement for uses other than multifamily residential. Parking is to be provided by developer in accordance with their own assessment of parking need. However, any parking provided must meet development standards for parking areas in the Zoning Regulations.

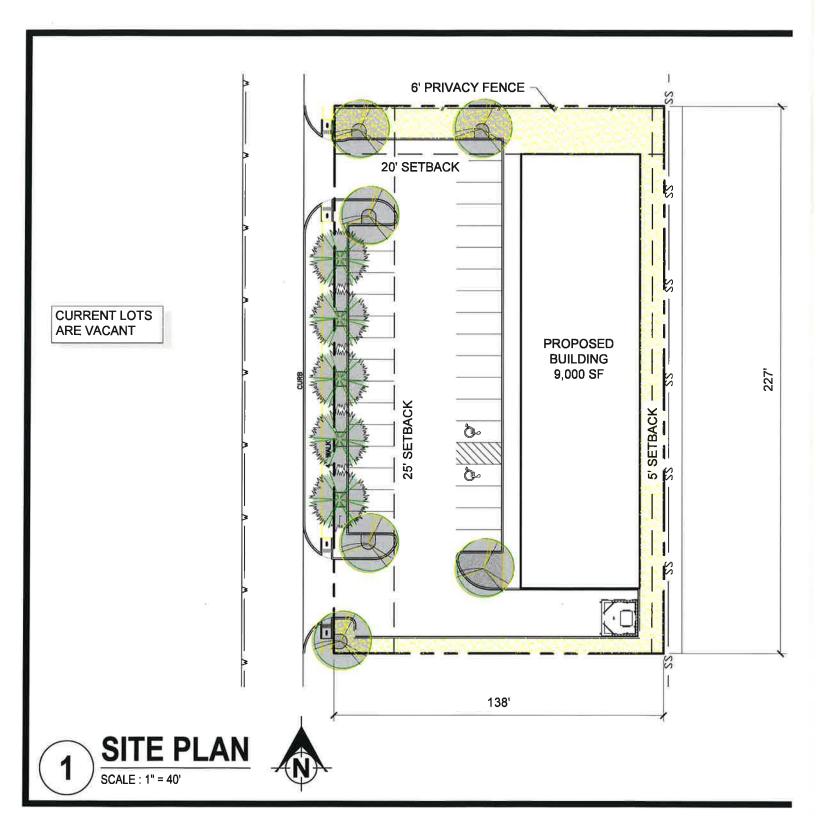
Minimum Setbacks (Non Residential)	C-5 Requirement	PUD Request
Front (Exterior Side) (Interior Sides)	25 feet	No change
North	40 feet	20 feet
South	0 feet	No change
East	0 feet	5 feet

Excluded Uses:

- Airport sales, services, rental, repair
- Automobile, bus, or truck body work or painting
- Automobile glass, muffler, seat covers, tires and upholstery Sales and repair.
- Auditorium, Arena, Coliseum, or similar facility
- Freight depot: railroad and/or truck
- Heliport
- Machine Shop
- Manufacturing, Low impact
- Mobile home sales
- Welding Service
- Well drilling contractor, yard or shop
- Wholesale establishment, including storage

Notes

- 1. Multifamily uses shall follow RM-3 bulk and area requirements Unless the structure is mixed-use.
- 2. Outdoor storage of goods and/or materials is limited to interior Yards and must be enclosed by a visual separation barrier, And in no case shall materials be stacked or stored so as to exceed the height of this separation barrier. This visual separation barrier shall be a Minimum height of six feet and may be composed of a fence, Wall, hedge, landscaping, earth berm, natural buffer area, or any Combination thereof which is sufficient to visually separate the Outdoor storage area from adjoining properties or public rights-of-way.

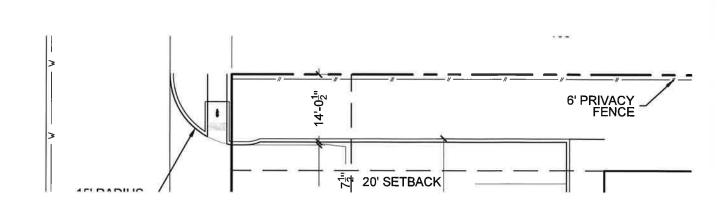


SITE INFO

BUILDING SQUARE FOOTAGE:	9,000 SF
OCCUPANCY TYPE:	OFFICE/WAREHOUSE
PARKING RATIO REQUIRED:	1 SPACE / 300 SF
PARKING SPACES REQUIRED:	30 SPACES
PARKING SPACES PROVIDED:	30 STANDARD SPACES 2 ACCESSIBLE SPACE 32 TOTAL PARKING SP

LEGAL DESCRIPTION

LOTS 30-38 BLOCK 6 HIGHLAND PARK ADDITION



KELEHER ARCHITECTS

DAN KELEHER JR., PLLC, AIA

KELEHER ARCHITECTS | ARCHITECTURE AND INTERIOR DESIGN | COMMERCIAL AND RESIDENTIAL

918-333-8855 PO BOX 1361, BARTLESVILLE, OK 74005

5 WWW.KELEHERARCHITECTS.COM

April 30, 2025

Hello Neighbors,

I am writing today to invite you to an informational meeting regarding a proposed rezoning and site development plan, as shown in the enclosed site plan. The area outlined would be developed in the future.

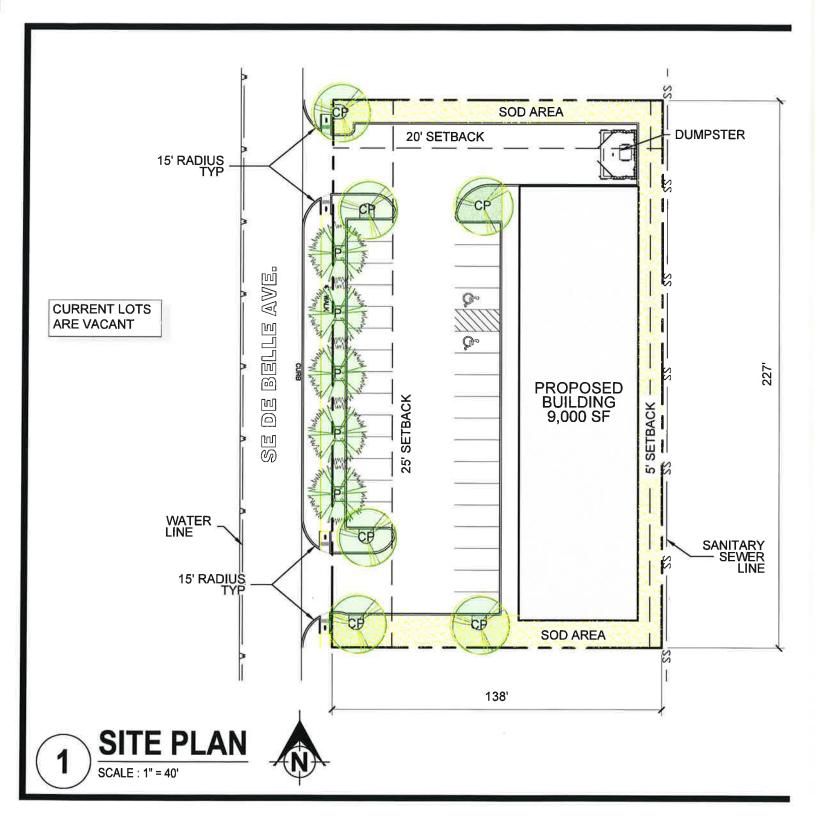
As part of this process, you are invited to a public meeting on May 12, 2025 located at 5:30 pm at the Tuxedo Lions Club Community Center, 2900 E. Tuxedo Blvd., Bartlesville, OK. I will be at the meeting to explain details of the future development and rezoning and to answer any questions you may have. Your feedback will be documented and provided to the City Planning Department.

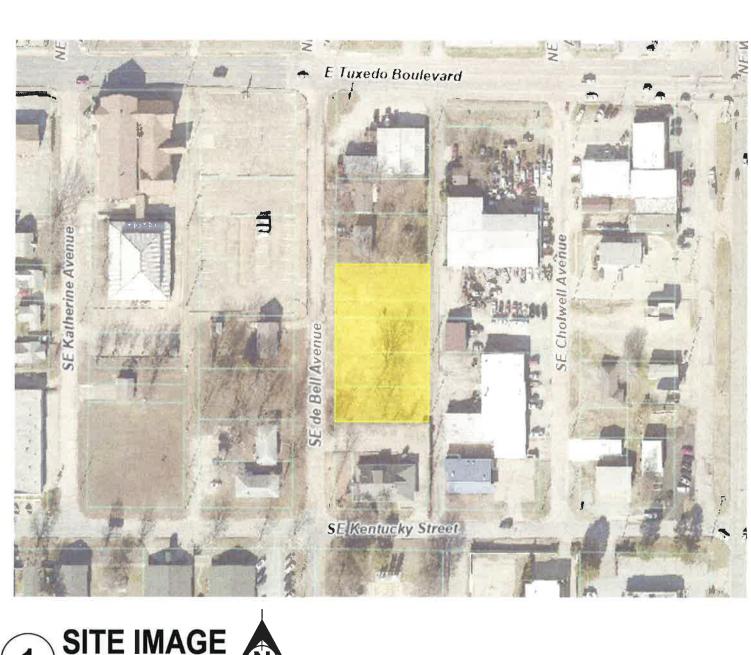
The Planning Commission will hold a public hearing on May 20, 2025 at 5:30 pm at City Hall to consider the rezoning case. All are welcome to attend that meeting as well.

You can also contact my office with any questions. I can be reached at 918-333-8855 or through email at <u>dan@keleherarch.com</u>.

Thank you very much.

Dan Keleher Keleher Architects







KELEHER ARCHITECTS

DAN KELEHER JR., PLLC, AIA

KELEHER ARCHITECTS | ARCHITECTURE AND INTERIOR DESIGN | COMMERCIAL AND RESIDENTIAL

918-333-8855 PO BOX 1361, BARTLESVILLE, OK 74005

5 WWW.KELEHERARCHITECTS.COM

5.13.2025

Re: Hiatt Rezoning/PUD/Site Plan Review Case Numbers: PUD-0425-0051/52, PUD-0425-0011

Citizen Participation Meeting Notes: 5/13/2025

One person showed up at the meeting. Curtis Bailey owns the property north of the site. He ownes the two houses and the auto parts store.

Mr. Bailey asked if we could flip the dumpster to the south side of site to avoid noise made by trash trucks. We are good with dumpster located on south half of property. We can also screen the site with a 6' wood privacy fence on north property line at time of development.

No other comments have been received.

Regards,

Dan Keleher, Jr.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

CASE NO. RZ-0425-0010; PUD-0425-0048/49 – Public hearing, consideration, and possible action on a request to rezone 0.48 acres from C-2 (Neighborhood Shopping)/PUD (Planned Unit Development) to RM-3 (Residential Multifamily)/New PUD, and for approval of a PUD Site Development Plan, located at 521, 525, and 529 S Seneca Ave, from Richard Smith of American Bison Construction Co. on behalf of Quantum Trading Group LLC.

Attachments:

- (1) Ordinance
- (2) Planning Commission Staff Report and Attachments

II. STAFF COMMENTS AND ANALYSIS

RZ-0425-0010; PUD-0425-0048/49 are requests from Richard Smith on behalf of Quantum Trading Group LLC for approval of rezoning 0.48 acres from C-2/PUD to RM-3 with a new PUD and Site Development Plan. The site currently consists of three separate lots originally platted as Lots 6, 7, and 8, Block 11, Armstrong's Addition.

The applicant intends to construct eight dwelling units in four duplexes of similar appearance to duplexes they have recently constructed in the area (423 SE Wyandotte Ave & 320 SE Chickasaw Ave). Each duplex would be on an individual lot. As a result, they have also submitted applications for approval of Preliminary and Final Plats that proposes to replat the existing three lots into four (Case No. PLAT-0425-0025/26). The new lots would not conform to the bulk and area regulations of the RM-3 district. The PUD seeks approval of modifications to address this. The Preliminary Plat is also serving as the Site Development Plan.

The property was originally zoned RM-3 like all surrounding properties, but was rezoned to C-2 with a PUD in 1995 with plans for developing a 5,250-square-foot office/retail building. The site was vacant at that time. The building was never constructed and the property remains vacant.

Zoning and Land Use Compatibility:

The property is within the Traditional Neighborhood Character Area on the Future Development Map of the Endeavor 2045 Comprehensive Plan. The Zoning District and Character Area Compatibility Matrix indicates that RM-3 uses are considered primary in Traditional Neighborhood. The proposal is consistent with the Comprehensive Plan as there are no provisions to permit or prohibit specific uses in the PUD. The Zoning Regulations categorize duplexes as multifamily.

Summary of PUD Modifications:

Design Standards:

Approximately three-foot high masonry wainscoting around the base of the façade of the southernmost duplex.

Bulk and Area Regulations:

- Minimum lot size reduced from 5,000 sq ft to 4,900 sq ft
- Minimum lot area per dwelling unit reduced from 3,000 sq ft to 2,450 sq ft.
- Minimum lot width reduced from 50 feet to 35 feet.
- Front setback remains 25 feet with a maximum setback of 35 feet.
- Exterior side setback reduced from 15 feet to 10 feet.

Parking and Circulation:

- Re-curb east side of alley curb cut.
- Prohibit vehicular access from Seneca Ave alley access only.
- Paint/stripe and label west half of Seneca Ave cul-de-sac as Fire Lane/No Parking.
- Connect Seneca Ave cul-de-sac sidewalk to Adams Blvd sidewalk.

Additional details concerning the development proposal can be found in the attached Staff Report provided to the Planning Commission. In their regular meeting held May 20, 2025, the Planning Commission recommended approval of Case No. RZ-0425-0010; PUD-0425-0048/49 per staff recommendation. Staff recommended approval with no additional conditions. No members of the public spoke during the public hearing on this item.

III. RECOMMENDED ACTION

Planning Commission recommended approval of the requests by a vote of 6-0.

A public hearing to consider this request for approval of rezoning, a Planned Unit Development, and Site Development Plan has been scheduled for the Bartlesville City Council on Monday, June 2, 2025. The City Council is requested to hold this public hearing and make a final decision on this request.

ORDINANCE NO.

AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE CITY OF BARTLESVILLE, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM C-2/PUD TO RM-3/ PUD AND ACKNOWLEDGING THE APPROVAL OF A NEW SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT (RZ-0425-0010;PUD-0425-0048/49).

WHEREAS, a petition was heretofore filed with the Planning Commission of the City of Bartlesville requesting that the real estate described below, located in the City of Bartlesville, be rezoned from C-2 (Neighborhood Shopping)/PUD (Planned Unit Development) to RM-3 (Residential Multifamily)/New PUD and materials were submitted relative to a certain supplemental designation Planned Unit Development and Site Development Plan relative to all of the real property described below; and

WHEREAS, the Bartlesville City Planning Commission considered said request at a public hearing on May 20, 2025, and following public input and discussion, submitted its report to the City Council with a recommendation for approval of rezoning and a supplemental designation Planned Unit Development and;

WHEREAS, after receipt of said report recommending approval of the request with conditions, the City Council thereafter gave due public notice of hearing to be held relative to said proposed changes, which notice stated the nature and purpose of said proposed changes, gave the time and place of said hearing and stated where copies of the proposed changes were available for inspection prior to the time of said hearing; and

WHEREAS, on June 2, 2025, said hearing was duly held by the City Council; and

WHEREAS, on June 2, 2025 said City Council approved said rezoning and supplemental designation planned unit development.

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

Section 1. That the land use and zoning map of the City of Bartlesville approved by the City Council on December 19, 1966, on file in the office of the City Clerk of the City of Bartlesville, Oklahoma, be and the same is hereby amended by re-establishing the boundary of the use districts so that the following described real estate located in the City of Bartlesville, County of Washington, Oklahoma, containing 0.48 acres be rezoned from C-2/PUD to RM-3/PUD:

LOTS 6, 7, AND 8, BLOCK 11, ARMSTRONG'S ADDITION BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA

Section 2. That the PUD pertaining to Case No. PUD-0425-0048/49, relative to all of the real property described herein, is hereby approved.

<u>Section 3</u>. That the materials submitted in connection with the case are hereby approved and adopted and are incorporated herein by reference and attached.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 2nd day of June, 2025.

ATTEST:

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk

Planned Unit Development For:

Cottages on Seneca

521, 525, 529 S Seneca Ave, Bartlesville, OK 74003

Quantum Trading Group LLC & American Bison Construction Co. Bartlesville companies building in Bartlesville 3605 Rice Creek Rd. Bartlesville Ok 74006 918.886.2497 4/5/2025

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I. Development Concept

The Cottages on Seneca Planned Unit Development proposal seeks approval to construct 8 Dwelling Units in the form of 4 duplexes on individual lots (2 Dwelling Units per lot). The developer has recently constructed duplexes in the area that look similar to those proposed (images attached).

The property is currently 3 individual lots platted in 1905, totaling 21,000 square feet of area. It was originally zoned RM-3 (Residential Multifamily), but was rezoned to its current zoning of C-2 (Neighborhood Shopping)/PUD (Planned Unit Development) in 1995 with the intention of developing a 5,250-square-foot office/retail building. The office/retail building was never constructed and the property continues to be vacant.

The PUD request is accompanied by a rezoning request to change the underlying zoning back to its original designation of RM-3. The PUD is also requesting deviations from the RM-3 bulk and area requirements in order to facilitate replatting the 21,000 sq ft from 3 lots to 4. Each duplex is proposed to have a footprint of approximately 1,220 square feet (less than 5,000 sq ft total footprint).

II. Statistical Summary

Total Project Area	21,0000 SF of lot / .48 Acres of lot
<u>Residential Multifamily/ Duplex</u>	
Total number of dwellings	8 dwellings between 4 individual duplexes
Total Building area	approximately 4862 SF or 21% of land will be built

III. Development Standards

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+/-.48 Acres
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Permitted Uses:	Uses allowed by right in RM-3 district
Total Number of Lots:	From 3 to 4
Total Number of Dwelling Units:	8 dwellings, between 4 duplexes

	RM-3 Requirement	PUD Request
Minimum Lot Size:	5000 SF	4900 SF
Minimum Lot Area Per DU:	3000 SF	2450 SF
Maximum Lot Coverage:	45%	No Change
Maximum Building Height:	45 FT	No Change
Lot Width in Front Build Line:	50 FT	35 FT
Required Building Setbacks:		
Front Yard	25 FT	35 FT <u>Max</u>
Rear Yard	20 FT	No Change
Side Yards		
Interior	5 FT	No Change
Exterior	15 FT	10 FT

IV. Landscaping and Screening

As required by the Zoning Regulations.

V. Access and Circulation

Vehicular access is to be provided from the rear in the alley. Driveways will have a concrete approach to a contained gravel parking area of sufficient width to provide the minimum offstreet parking requirement of 1.5 spaces per Dwelling Unit. No vehicular access from Seneca Ave will be provided on site, however pedestrian access from Seneca Ave to the duplexes may be provided by continuation of shared walkways from parking areas to the sidewalk on Seneca Ave; easement to be provided via plat.

VI. Utilities and Drainage

Utilities are at the site or accessible by extension. There is no on-site 100- year FEMA floodplain. Stormwater detention is to be handled with a pre-existing storm system.

VII. Design Standards

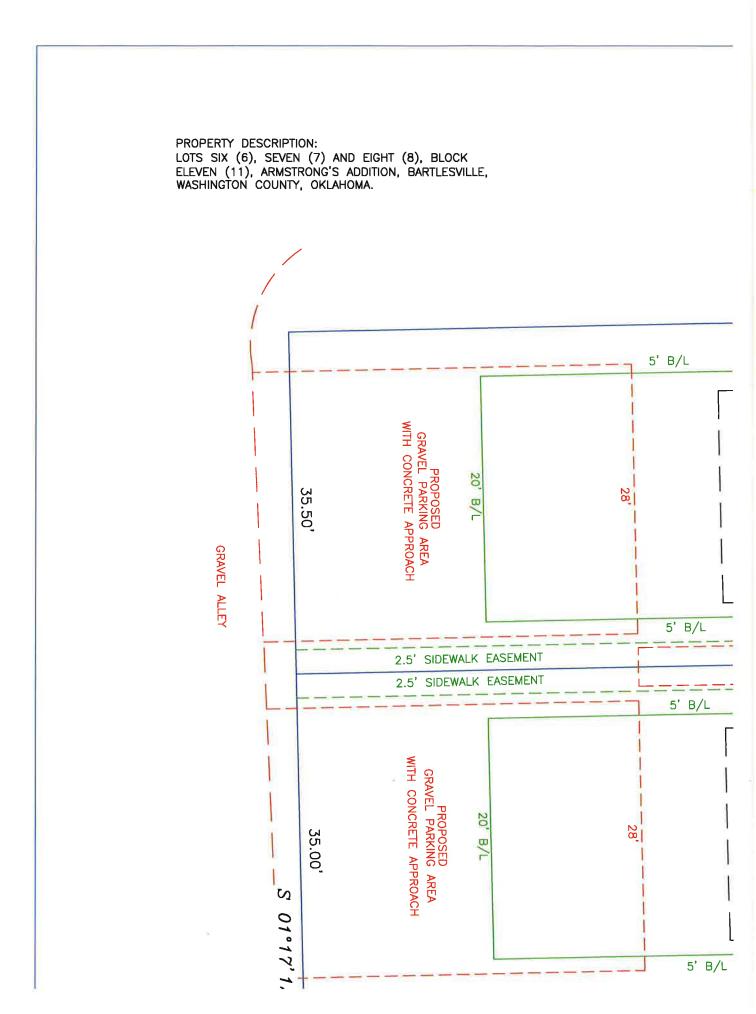
Duplex facades are proposed to be similar to the example photos, however the facade of the southernmost structure will have a masonry wainscoting around its base.

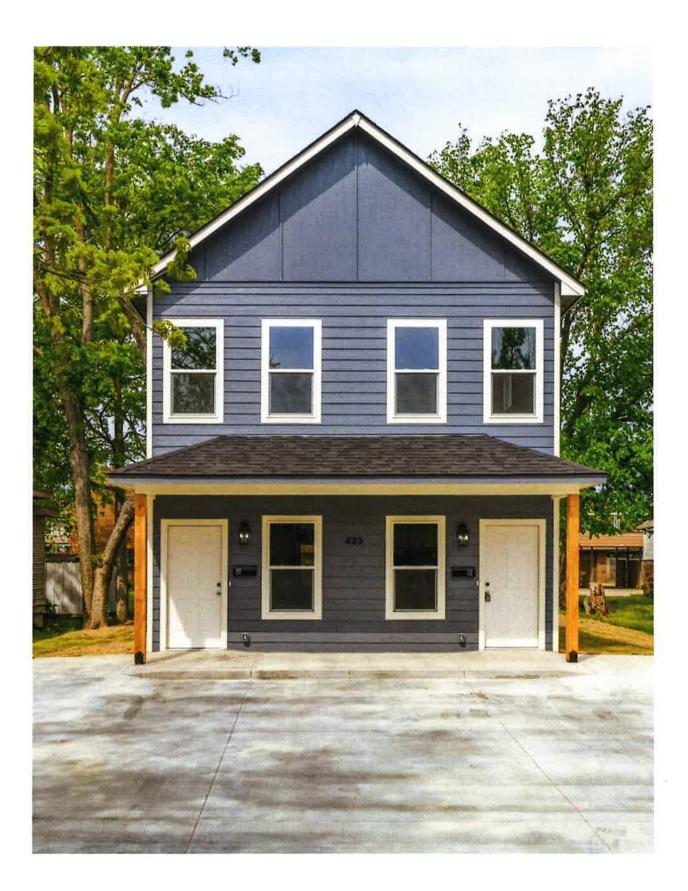
VIII. Platting

The property is proposed to be replatted to create 4 lots out of the existing 3 in accordance with the provisions of the PUD and the Subdivision Regulations.

IX. Expected Schedule of Development

Development of the project is expected to commence and be completed as market conditions permit.







COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

TO: Bartlesville City Planning Commission

FROM: Micah Snyder, Senior Planner

DATE: May 20, 2025

CASE NO. RZ-0425-0010; PUD-0425-0048/49

Subject: Public hearing, consideration, and possible action on a request to rezone 0.48 acres from C-2 (Neighborhood Shopping)/PUD (Planned Unit Development) to RM-3 (Residential Multifamily)/New PUD, and for approval of a PUD Site Development Plan, located at 521, 525, and 529 S Seneca Ave, from Richard Smith of American Bison Construction Co. on behalf of Quantum Trading Group LLC.

GENERAL INFORMATION:

Applicant:	Richard Smith of American Bison Construction Co. on behalf of Quantum Trading Group LLC
Requested Action:	Approval of rezoning, new PUD, and associated Site Development Plan
Location:	NW Corner of Seneca Ave and Adams Blvd/US Hwy 60
Legal Description:	Lots 6, 7, and 8, Block 11 Armstrong's Addition
Агеа:	0.48 acres / 21,000 sq ft
Floodplain:	N/A
Present Land Use:	Vacantí
Proposed Land Use:	Duplex Residential
Current Zoning:	C-2 (Neighborhood Shopping) / PUD (Planned Unit Development)
Proposed Zoning:	RM-3 (Residential Multifamily) / New PUD
Future Development	
Map Character Area:	Traditional Neighborhood

Adjacent Zoning, Land Uses, and Character Areas:

· · · · · · · · · · · · · · · · · · ·	Zoning	Land Use	Character Area
North	RM-3 (Multifamily Res.)	Single Family Residential	Traditional Neighborhood
South	RM-3 (Multifamily Res.)	Vacant/Single Family Res.	Traditional Neighborhood
East	RM-3 (Multifamily Res.)	Single Family Residential	Traditional Neighborhood
West	RM-3 (Multifamily Res.)	Single Family Residential	Traditional Neighborhood

ANALYSIS:

RZ-0425-0010; PUD-0425-0048/49 are requests from Richard Smith of American Bison Construction Co. on behalf of on behalf of Quantum Trading Group LLC for approval of rezoning 0.48 acres from C-2/PUD to RM-3 with a new PUD and Site Development Plan. The site currently consists of three separate lots originally platted as Lots 6, 7, and 8, Block 11, Armstrong's Addition.

The applicant intends to construct eight dwelling units in four duplexes of similar appearance to duplexes they have recently constructed in the area (423 SE Wyandotte Ave & 320 SE Chickasaw Ave—see photos in Design Statement). To this end, they have also submitted an application for approval of a Preliminary Plat that proposes to replat the existing three lots into four (Case No. PLAT-0425-0025). The new lots would not conform to the bulk and area regulations of the RM-3 district. The PUD seeks approval of modifications to address this. The Preliminary Plat is also serving as the Site Development Plan.

The property was originally zoned RM-3 like all surrounding properties, but was rezoned to C-2 with a PUD in 1995 with plans for developing a 5,250-square-foot office/retail building. The site was vacant at that time. The building was never constructed and the property remains vacant.

Water and sewer lines are available to serve the development. Sewer will come from an 8-inch main line in the alley to the west. Water is available from a 6-inch main line along Seneca Ave.

Zoning and Land Use Compatibility:

The property is within the Traditional Neighborhood Character Area on the Future Development Map of the Endeavor 2045 Comprehensive Plan. The Zoning District and Character Area Compatibility Matrix indicates that RM-3 uses are considered primary in Traditional Neighborhood. The proposal is consistent with the Comprehensive Plan as there are no provisions to permit or prohibit specific uses in the PUD. The Zoning Regulations categorize duplexes as multifamily.

Site Design:

The PUD Design Statement and Site Development Plan/Preliminary Plat provided by the applicants include the following details of the proposed development.

Parking, Access, and Circulation:

As shown on the Site Development Plan/Preliminary Plat, vehicular access to the duplexes will be provided in the rear via the alley from Adams Blvd. Driveways will have a concrete approach to a contained gravel parking area of sufficient width to provide the minimum off-street parking requirement of 1.5 spaces per Dwelling Unit. The east side of the alley curb cut will be re-curbed to better align with the actual extent of the alley.

No vehicular access to Seneca Ave may be provided on site, however pedestrian access from Seneca Ave to the duplexes may be provided by continuation of shared walkways from the parking areas. The shared walkways will be placed in an access easement with maintenance responsibility stated on the plat face.

Sidewalk will be constructed along Seneca Ave as well as connecting the existing sidewalk around the Seneca Ave cul-de-sac to the existing sidewalk on Adams Blvd. The west half of the Seneca Ave cul-de-sac must be painted and striped as a fire lane with no parking indicators.

The Future Thoroughfare Map of the Comprehensive Plan categorizes Adams Blvd/US Hwy 60 as a Principal Arterial. Additionally, it shows a future route for Pathfinder Parkway running along Adams Blvd on the south side of the subject site.

The Subdivision Regulations call for 120 feet of ultimate right of way for a Major Arterial or Highway. The existing right of way for Adams Blvd/US Hwy 60 in this area is 70 feet. Requiring the dedication of half of the remaining ultimate right of way (25 feet) would essentially eliminate one of the proposed lots. Therefore, it is recommended that half of the ultimate right of way for a Minor Arterial be dedicated instead. The ultimate right of way for Minor Arterials is 80 feet. Consequently, the right of way dedication would be 5 feet. This is represented on the Site Development Plan along with a proposed 10-ft right of way easement for future right of way and/or Pathfinder Parkway improvements. With these considerations, the proposal is more consistent with the Future Thoroughfare Map.

Design Standards:

As mentioned, the design of the duplexes will be similar in appearance to the example photos, however the applicant intends to include a masonry wainscoting along the entire base of the southernmost duplex façade for increased aesthetics along the major thoroughfare. The wainscoting will be approximately three feet tall and the masonry will likely be standard brick. The Zoning Regulations do not require landscaping for multifamily of fewer than three attached units. Gravel parking areas are permitted for single family and duplex residential.

Bulk and Area Regulations:

The chart below shows the requested modifications to the bulk and area requirements of the RM-3 district. The setback maximum is intended to better align the new construction with existing structures in the neighborhood. The other modifications are necessary to facilitate the creation of the new lot and accommodate the 5-ft right of way dedication. The minimum lot area per dwelling unit request of 2,450 sq ft is 400 sq ft closer to the RM-3 requirement of 3,000 sq ft than the RM-1.5 requirement of 1,500 sq ft; hence the request to rezone to RM-3.

	RM-3 Requirement	PUD Request
Minimum Lot Size:	5000 SF	4900 SF
Minimum Lot Area Per DU:	3000 SF	2450 SF
Maximum Lot Coverage:	45 <mark>%</mark>	No Change
Maximum Building Height:	45 FT	No Change
Lot Width in Front Build Line:	50 FT	35 FT
Required Building Setbacks:		
Front Yard	25 FT	35 FT <u>Max</u>
Rear Yard	20 FT	No Change
Side Yards		
Interior	5 FT	No Change
Exterior	15 FT	10 FT

Summary of PUD Modifications:

Design Standards:

Approximately three-foot high masonry wainscoting around the base of the façade of the southernmost duplex. Representative image from https://www.kellybernierdesigns.com.



Bulk and Area Regulations:

- Minimum lot size reduced from 5,000 sq ft to 4,900 sq ft
- Minimum lot area per dwelling unit reduced from 3,000 sq ft to 2,450 sq ft.
- Minimum lot width reduced from 50 feet to 35 feet.
- Front setback remains 25 feet with a maximum setback of 35 feet.
- Exterior side setback reduced from 15 feet to 10 feet.

Parking and Circulation:

- Re-curb east side of alley curb cut.
- Prohibit vehicular access from Seneca Ave alley access only.
- Paint/stripe and label west half of Seneca Ave cul-de-sac as Fire Lane/No Parking.
- Connect Seneca Ave cul-de-sac sidewalk to Adams Blvd sidewalk.

Standard for Approval of PUD Zoning: Section 7.6.5.5

In its review of a PUD request and Site Development Plan, Planning Commission shall determine the following factors listed below. Staff has reviewed the application and materials and finds that these factors are satisfied, and recommends approval of the PUD request with the rezoning:

- A. Whether the proposal is consistent with, and promotes the intent and purpose of the Comprehensive Plan.
- B. Whether the proposal is compatible with and harmonizes with existing and expected development of surrounding areas, the natural environment, and the planned capacities of public services and facilities affected by the proposed land use.

- C. Whether the proposal is a unified treatment of the development possibilities of the project site.
- D. Whether the proposal would benefit orderly and proper development of the metropolitan area.
- E. Whether the sidewalks and streets provide a traffic flow compatible with the development and surrounding street pattern.
- F. Whether the proposal is consistent with the public health, safety, and welfare of the community.

PUBLIC NOTICE:

Property owners within 300 feet were notified by mail and a sign was posted on-site. A public hearing notice was published in the Bartlesville Examiner-Enterprise. The applicant hosted a citizen participation meeting, inviting the same property owners. No one attended the meeting. A summary of the meeting results is attached. At the time of writing this report, Staff had not received any comments in support or opposition to the proposal.

STAFF RECOMMENDATION:

Staff recommends approval of Case No. RZ-0425-0010; PUD-0425-0048/49 as presented.

ATTACHMENTS:

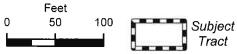
- Aerial Image
- Zoning Map
- Future Development Map
- Future Thoroughfare Map
- PUD Design Statement
- Preliminary Plat/Site Development Plan
- Community Participation Results



RZ-0425-0010

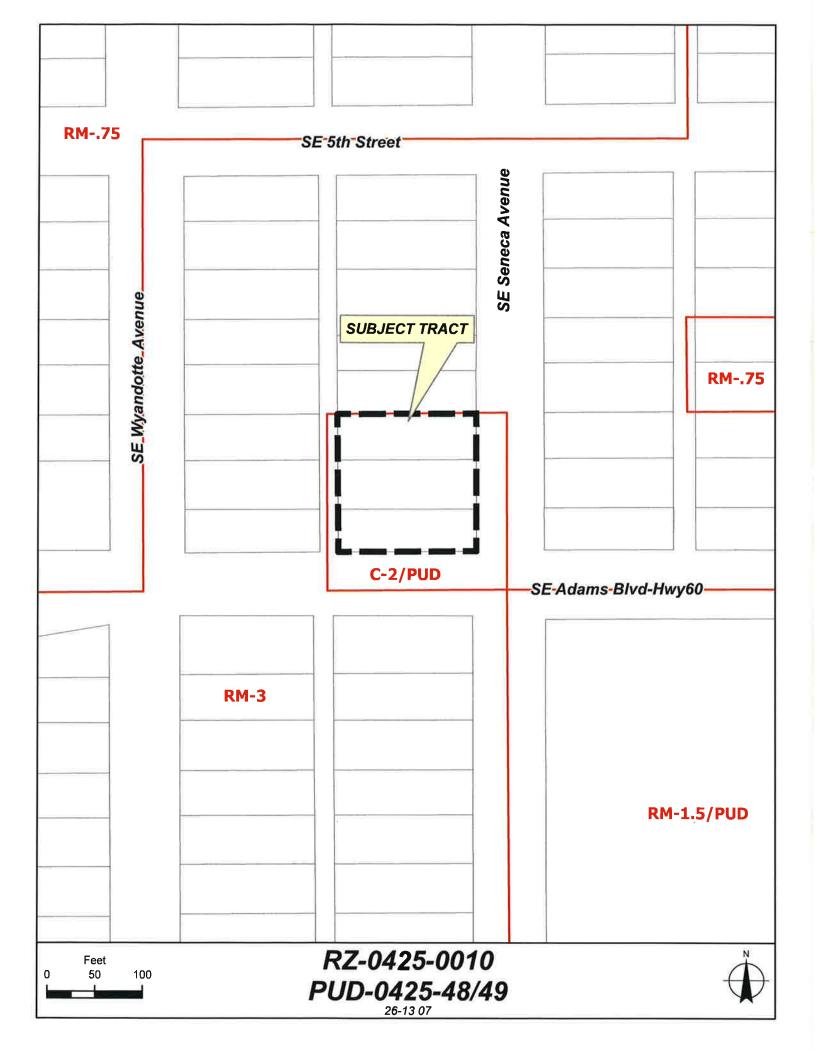
PUD-0425-48/49

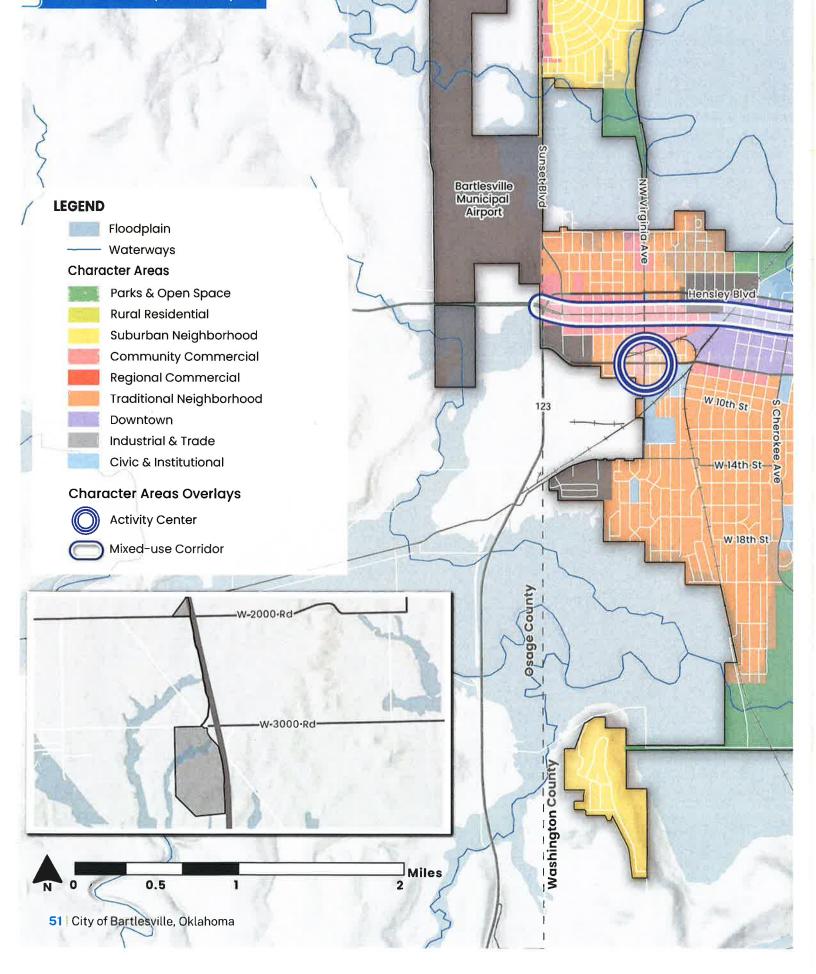
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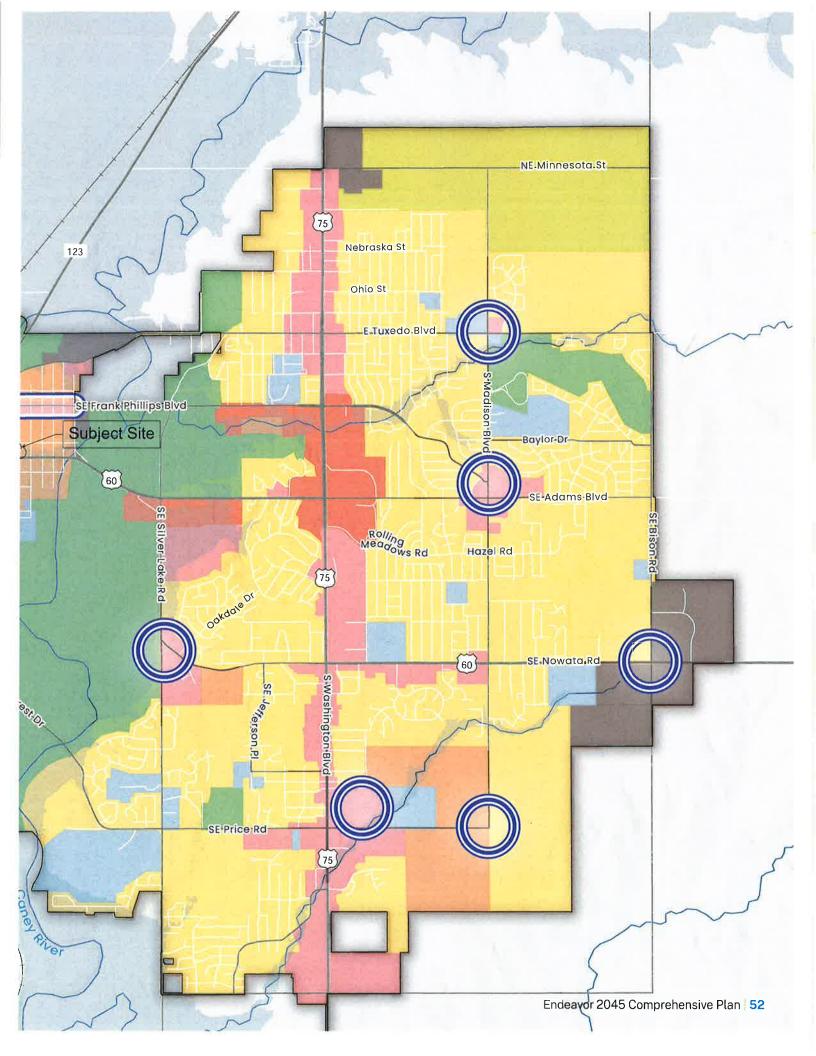


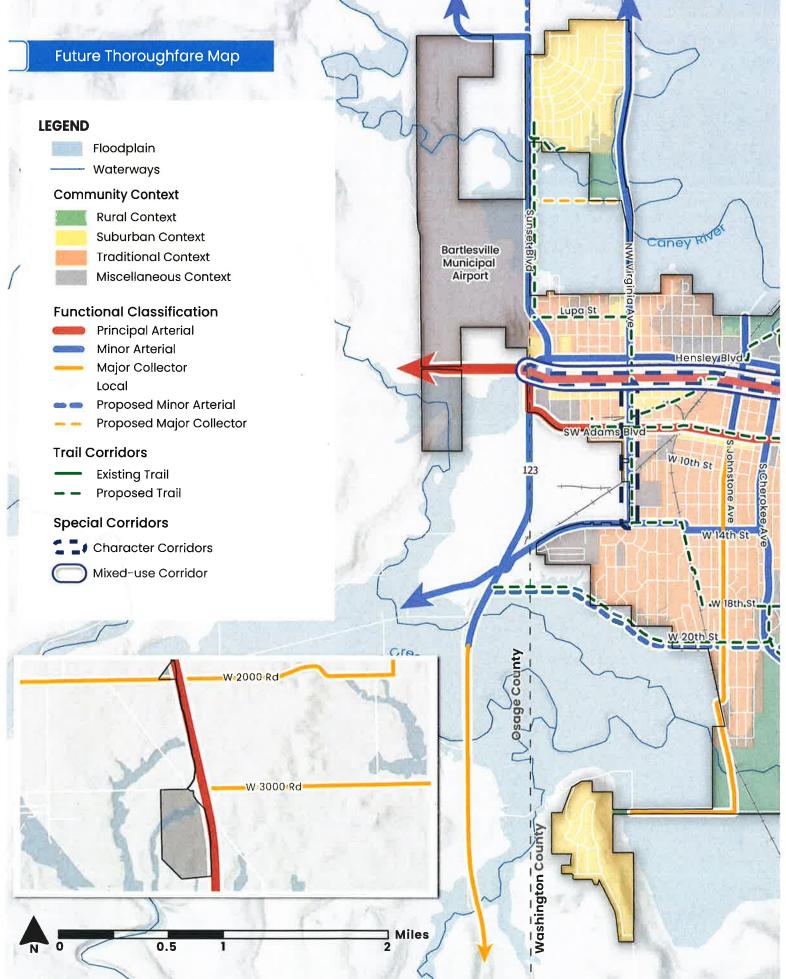
Note: Graphic overlays may not precisely align with physical features on the ground. -

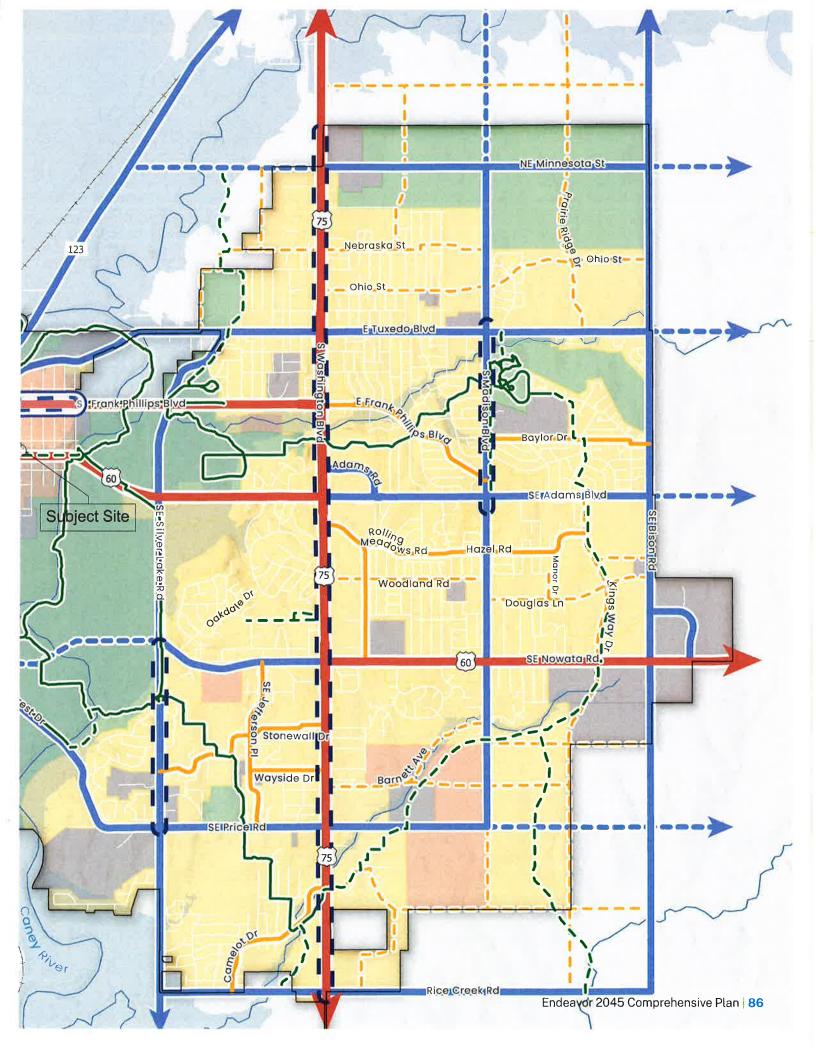
Aerial Photo Date: 2023











Planned Unit Development For:

Cottages on Seneca

521, 525, 529 S Seneca Ave, Bartlesville, OK 74003

Quantum Trading Group LLC & American Bison Construction Co. Bartlesville companies building in Bartlesville 3605 Rice Creek Rd. Bartlesville Ok 74006

918.886.2497 4/5/2025

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II. Statistical Summary

Total Project Area21,0000 SF of lot / .48 Acres of lot

Residential Multifamily/ Duplex

Total number of dwellings

8 dwellings between 4 individual duplexes

Total Building area

approximately 4862 SF or 21% of land will be built

III. Development Standards

Land Area:

+/-.48 Acres

Permitted Uses:	Uses allowed by right in RM-3 district
Total Number of Lots:	From 3 to 4
Total Number of Dwelling Units:	8 dwellings, between 4 duplexes

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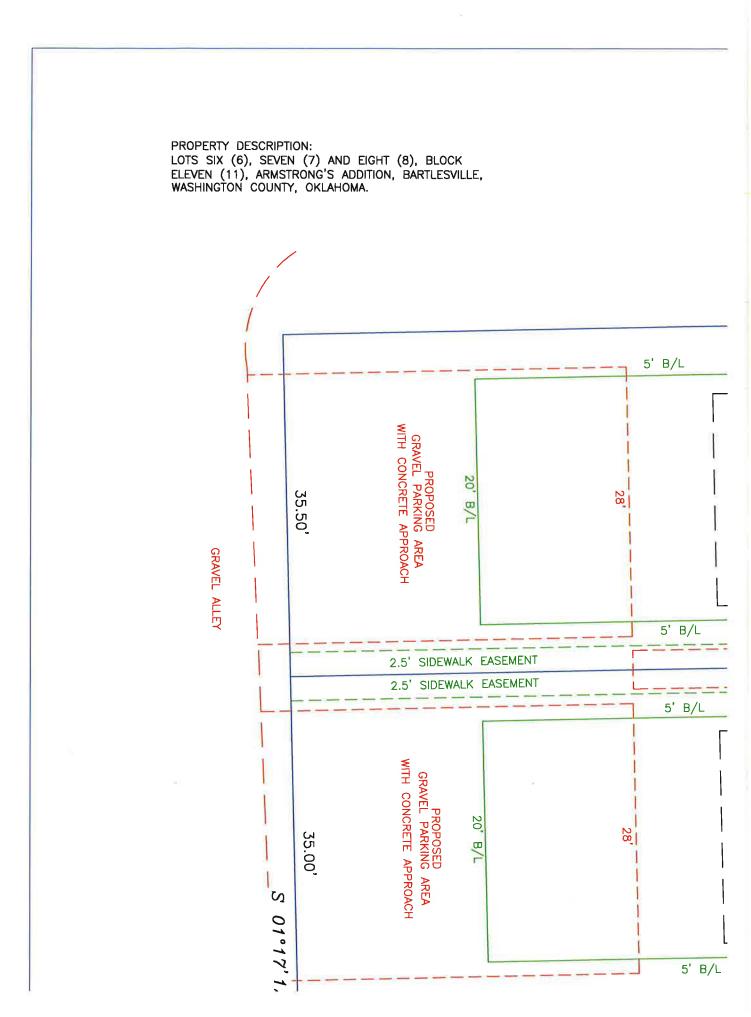
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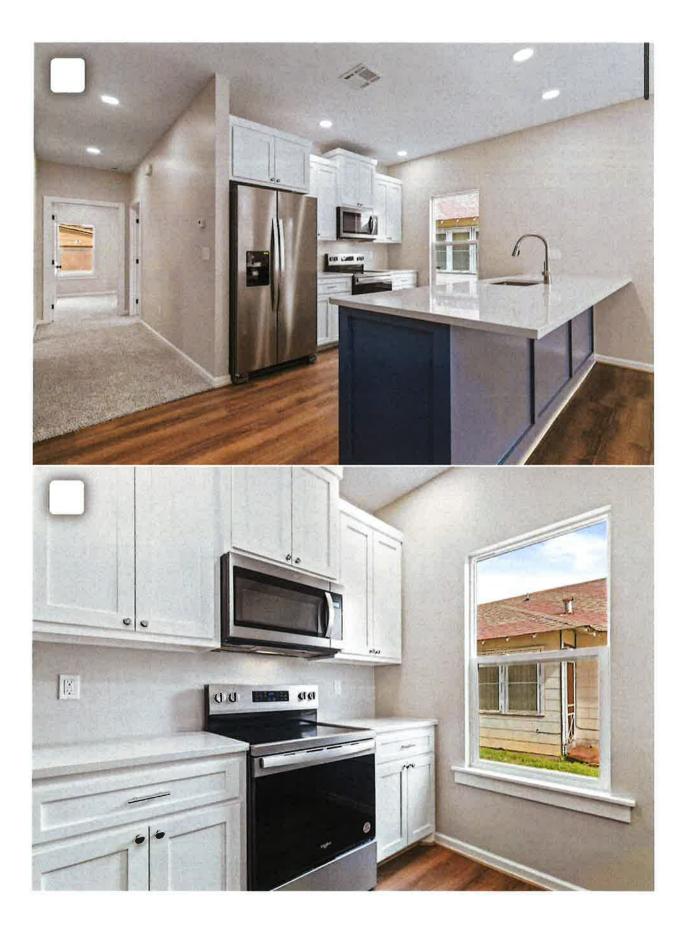
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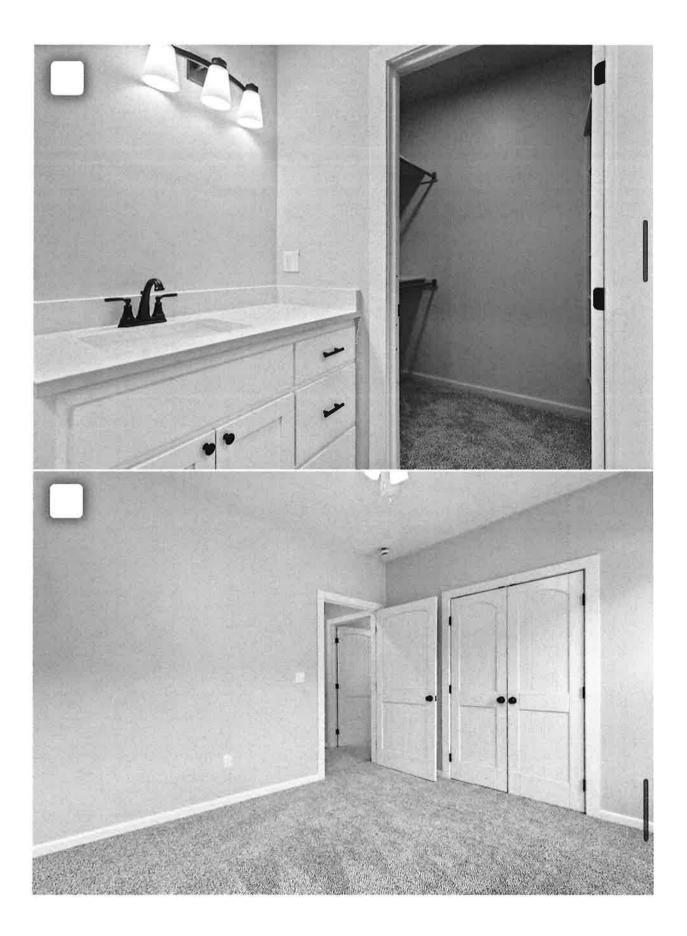






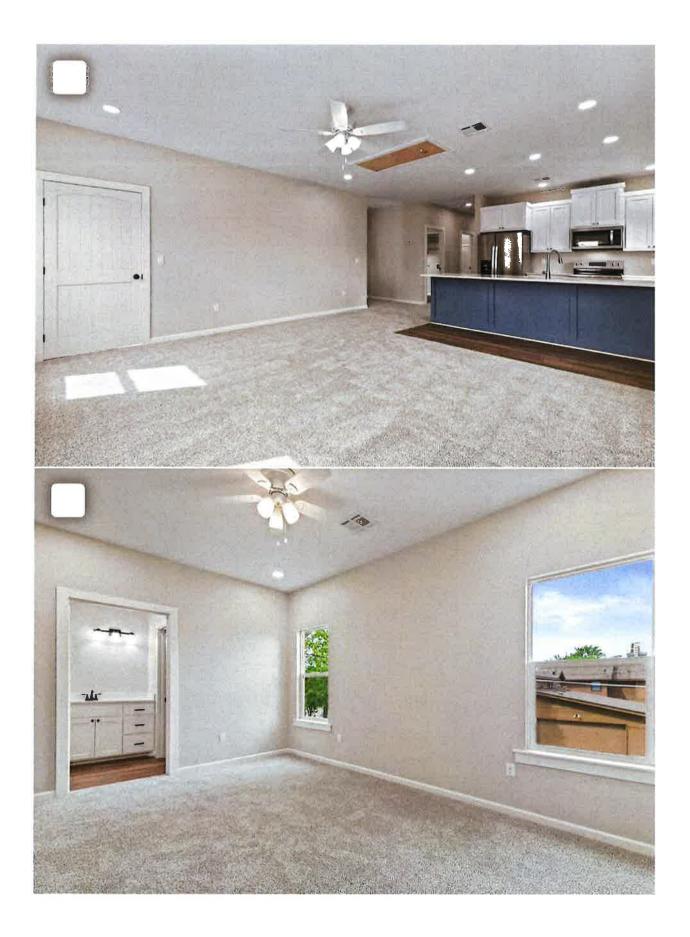


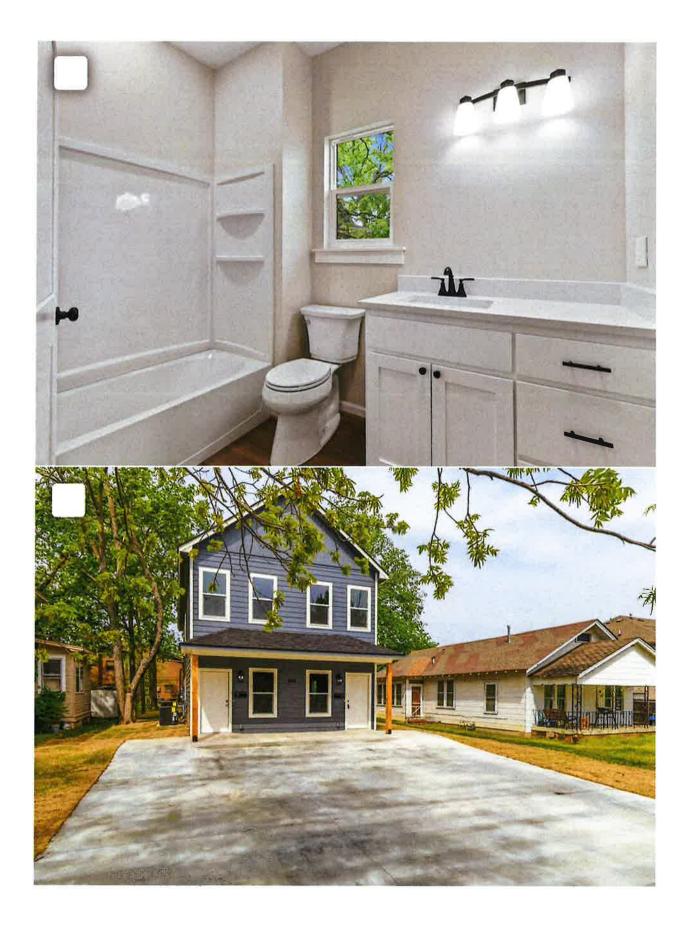














Hello Neighbors,

I am writing to inform you of a new project proposed for the vacant lots located at 521, 525, and 529 S Seneca Ave. The zoning on these properties was changed from multifamily residential to commercial in the mid-1990s, however the proposal to develop office/retailnever came to fruition.

A local to Bartlesvile investment company is now requesting to change the zoning back to facilitate the construction of 4 new duplexes on the 21,000 square feet of land. I have enclosed a drawing of the proposed site plan.

As part of this process, you are invited to an informational meeting where we will explain the proposal.

Meeting details are as follows:

Location: 525 S Seneca Ave Bartlesville OK 74003

Date: Tuesday, April 29th

Time: 6:00 PM

Alternate Location

In the event there is inclimate weather the meeting will take place at the Bartlesville Regional Chamber of Commerce - 201 SW Keeler Ave. Bartlesville OK 74003

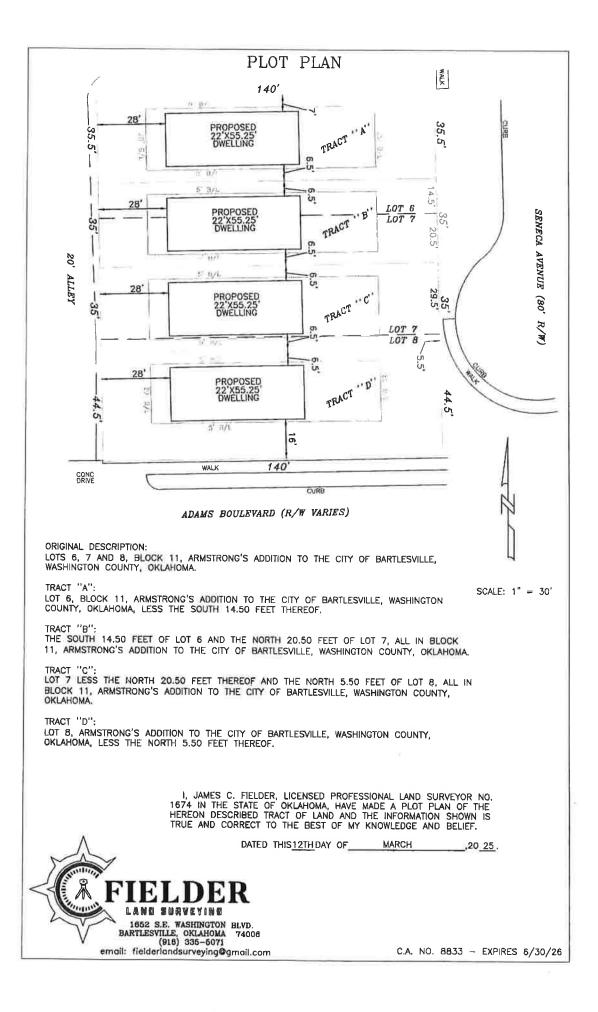
If you cannot make this informational meeting and have questions, please contact me at **Cell :** 918-886-2497

Email: Richard@americanbisoncc.com.

The Planning Commission meeting where the request will be heard is May 20th, 2025, 5:30pm at City Hall.

I invite any and all that are reading this to come to our gathering on Tuesday April 29, 2025. Come to the empty lots at 525 S Seneca Ave Bartlesavile OK 74003, have a diet Coke, or regular coke, have a chicken wing from Homeland (or 5) and ask me any questions or concerns you may have about the project. We hope to see you there.

Richard Smith - Builder



To whom it may concern

This is an account of the public interest meeting that was held on 4/29/2025 regarding the four buildings we are planning to build on Seneca Ave.

Due to inclement weather which included rain, hail, and cold wind, the meeting was located at the Chamber of Commerce Building at 201 SW Keeeler St. Bartlesville OK 74006. It was stated clearly in our original letter sent out that in the event of inclement weather this alternate location (The Chamber Building) would be used.

At the gathering I had an array of Cokes, Diet Coke, Pepsi Zeros, Dr Peppers, LaCroix, Local Oklahoma Beers, Non-local generic beers, chicken tenders with hot and BBQ sauce, family sized bags of chips, and every intention to charm the heck out of any citizen that might have a concern over this project. However, much to my extroverted personalities dismay, No one showed up.

That's right, not a single person cared to show up. So, I talked with Ms. Judy Williams, who is one of the curators of the Chamber building for about 35 minutes, took some notes, and left. Below are the notes I took from the meeting.

Time notes

5:40pm I showed up and set up food.

5:51pm Food was set, and all was prepared to receive citizens.

6:00pm Meeting started.

No one showed up.

6:31pm Meeting ended.

6:39pm I was in my truck and left.

Best Regards,

Richard Smith, Builder 918-886-2497 Richard@americanbisoncc.com



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Case No. PLAT-0425-0026 - Consider and take action on a request for Final Plat approval, 0.48 acres, to be zoned RM-3/PUD, located at 521, 525, and 529 S Seneca Ave, from Richard Smith of American Bison Construction Co. on behalf of Quantum Trading Group LLC.

Attachments:

- Final Plat
 - Approved Preliminary Plat
- Preliminary Plat Staff Report to Planning Commission

II. STAFF COMMENTS AND ANALYSIS

PLAT-0425-0026 is a request for approval of a Final Plat containing 0.48 acres referred to as The Cottages on Seneca. It is currently three separate lots originally platted in 1905 as Lots 6, 7, and 8, Block 11 of Armstrong's Addition. The zoning is currently C-2/PUD, however this application is submitted in conjunction with a request to rezone to RM-3 with a new PUD (Case No. RZ-0425-0010; PUD-0425-0048/49).

Zoning:

The purpose of the concurrent rezoning and PUD requests is to facilitate the creation of a fourth lot by replatting, which is not achievable via Lot Line Adjustment per Section 2-108 of the Subdivision Regulations. The PUD would also address nonconformance with the requested underlying RM-3 zoning bulk and area regulations as shown below. The Final Plat complies with the RM-3 requirements and the PUD, if approved.

RM-3 Requirement	PUD Request
5000 SF	4900 SF
50 FT	35 FT
25 FT	35 FT <u>Max</u>
20 FT	No Change
5 FT	No Change
15 FT	10 FT
	5000 SF 50 FT 25 FT 20 FT 5 FT

Water/Sewer/Utilities:

As shown below, the site is currently served adequately with city water and sewer. Sewer will come from an 8-inch main line in the alley to the west. Water is available from a 6-inch main line along Seneca Ave.



Final Plat approval requests only go before the City Council and must match a Preliminary Plat approved by the Planning Commission. The proposed Final Plat attached herein does match the Preliminary Plat approved by the Planning Commission. In their regular meeting of May 20, 2025, the Planning Commission approved the Preliminary Plat contingent upon City Council approval of Case No. RZ-0425-0010; PUD-0425-0048/49 and subject to the Final Plat submittal being updated per the following comments:

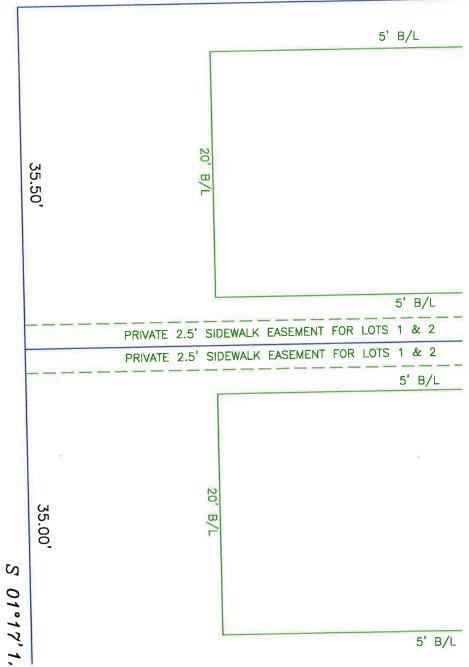
- 1. Add Limits of No Access to Seneca Ave and Adams Blvd/US Hwy 60.
- 2. Add language for right of way dedication and right of way easement dedication to Plat Notes.
- 3. Add language dedicating the private sidewalk mutual access easement to Plat Notes.
- 4. Add shared walkway maintenance responsibility language to Plat Notes.
- 5. Update Adams Blvd label to Adams Boulevard/US Highway 60.
- 6. Update total right of way label for Adams Blvd/US Hwy 60 to state origin of existing 70 feet and that the 5 feet is dedicated by this plat.
- 7. Update right of way easement label to state "10 B/L and Right of Way Easement for Ingress, Egress, and Roadway, Sidewalk, and/or Pathfinder Parkway Improvements".
- 8. Remove Plat Note #7 concerning the fire lane paint/striping note on Site Development Plan/Preliminary Plat is sufficient.
- 9. Label the surrounding subdivision names.

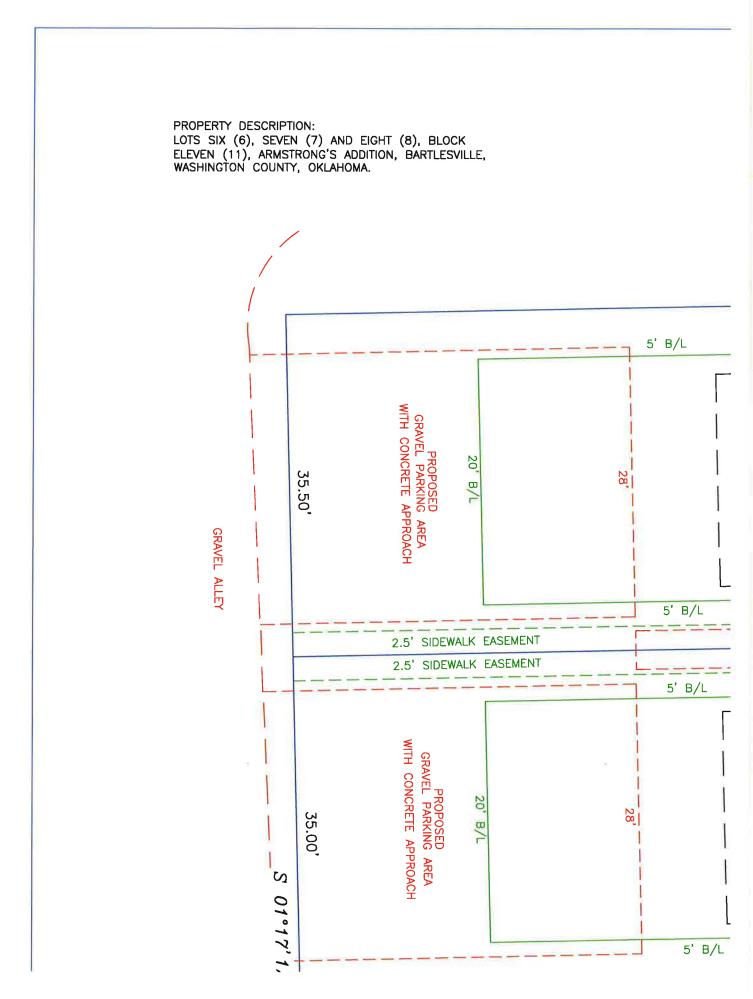
These changes have been completed on the attached Final Plat for The Cottages on Seneca.

III. RECOMMENDED ACTION

Contingent upon City Council approval of Case No. RZ-0425-0010; PUD-0425-0048/49, approve the Final Plat of The Cottages on Seneca.

PROPERTY DESCRIPTION: LOTS SIX (6), SEVEN (7) AND EIGHT (8), BLOCK ELEVEN (11), ARMSTRONG'S ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.







COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

TO: Bartlesville City Planning Commission

FROM: Micah Snyder, Senior Planner

DATE: May 20, 2025

CASE NO. PLAT-0425-0025

Subject: Consider and take action on a request for preliminary plat approval, 0.48 acres, to be zoned RM-3/PUD, located at 521, 525, and 529 S Seneca Ave, from Richard Smith of American Bison Construction Co. on behalf of Quantum Trading Group LLC.

GENERAL INFORMATION:

Applicant:	Richard Smith of American Bison Construction Co. on behalf of Quantum Trading Group LLC.
Requested Action:	Approval of a Preliminary Plat
Location:	NW Corner of Seneca Ave and Adams Blvd/US Hwy 60
Legal Description:	Lots 6, 7, and 8, Block 11 Armstrong's Addition
Area:	0.48 acres / 21,000 sq ft
Zoning:	C-2 (Neighborhood Shopping)/PUD (Planned Unit Development) requested to be rezoned to RM-3 (Residential Multifamily)/New PUD (Case No RZ-0425-11; PUD- 0425-0051/52)

APPLICABLE REGULATIONS:

Subdivision Regulations Section 2-108 - Lot Line Adjustments

The purpose of this section is to allow adjustments to be made to lot lines of platted lots for the purpose of adjusting the size of building sites; however, it is not intended that extensive replatting be accomplished by use of this section.

Zoning Regulations Table 4.3 – Residential District Bulk Regulations [Except as modified by the PUD and contingent upon rezoning and PUD approval]

No lot or yard shall be established in any residential district that does not meet the minimum requirements set forth in the following table. No building or structure shall be erected or enlarged in any residential district that does not meet the minimum requirements for such district as set forth in the following table.

ZONING DISTRICTS	MINIMU	AREA, IM (Sq. Ft. s indicated	WID MAXI	MUM LOT OTH AND MUM LOT /ERAGE	REQUIRED YARDS, MINIMUM (FEET)			MAXIMUM HEIGHT			
		Lot		REAR		SIDE					
	Per Lot	Per Dwelling Unit	Width at Front Building Line	Maximum Lot Coverage Percent (%)	FRONT	SINGLE FRONTAGE LOT	DOUBLE FRONTAGE LOT	INTERIOR	EXTERIOR	STORIES	IOR
RM-3	5,000	3.000	50	45%	25	20	25	5+++	15	3 1/2	45

ANALYSIS:

PLAT-0425-0025 is a request for approval of a Preliminary Plat containing 0.48 acres referred to as The Cottages on Seneca. It is currently three separate lots originally platted in 1905 as Lots 6, 7, and 8, Block 11 of Armstrong's Addition. The zoning is currently C-2/PUD, however this application is submitted in conjunction with a request to rezone to RM-3 with a new PUD.

Zoning:

The purpose of the PUD request is to facilitate the creation of a fourth lot by replatting, which is not achievable via Lot Line Adjustment per Section 2-108 of the Subdivision Regulations. The PUD would also address nonconformance with the requested underlying RM-3 zoning bulk and area regulations as shown below. The Preliminary Plat complies with the RM-3 requirements and the PUD, if approved.

	RM-3 Requirement	PUD Request
Minimum Lot Size:	5000 SF	4900 SF
Lot Width in Front Build Line:	50 FT	35 FT
Required Building Setbacks:		
Front Yard	25 FT	35 FT <u>Max</u>
Rear Yard	20 FT	No Change
Side Yards		
Interior	5 FT	No Change
Exterior	15 FT	10 FT

Water/Sewer/Utilities:

As shown below, the site is currently served adequately with city water and sewer. Sewer will come from an 8-inch main line in the alley to the west. Water is available from a 6-inch main line along Seneca Ave.



Fire/Streets/Access:

The Preliminary Plat is also serving as the PUD Site Development Plan and includes notes regarding the following.

- The site is currently served adequately with fire hydrants. Access for fire equipment is improved by the PUD requirement that the curbing on the west half of the Seneca Ave cul-de-sac be painted and striped as a fire lane with no parking indicators.
- Vehicular access to the lots will be provided in the rear via the alley from Adams Blvd. No vehicular access to Seneca Ave may be provided on site, however pedestrian access from Seneca Ave to the lots may be provided by continuation of shared walkways from the parking areas. The shared walkways will be placed in an access easement with maintenance responsibility stated on the plat face. The east side of the alley curb cut will be re-curbed to better align with the actual extent of the alley.
- Sidewalk will be constructed along Seneca Ave as well as connecting the existing sidewalk around the Seneca Ave cul-de-sac to the existing sidewalk on Adams Blvd.
- Adams Blvd/US Hwy 60 is a Principal Arterial and a there is a planned future route for Pathfinder Parkway running along Adams Blvd on the south side of the subject site.
- The Subdivision Regulations call for 120 feet of ultimate right of way for a Major Arterial or Highway. The existing right of way for Adams Blvd/US Hwy 60 in this area is 70 feet. Requiring the dedication of half of the remaining ultimate right of way (25 feet) would essentially eliminate one of the proposed lots. Therefore, half of the ultimate right of way for a Minor Arterial will be dedicated instead. The ultimate right of way for Minor Arterials is 80 feet. Consequently, the right of way dedication would be 5 feet. Additionally, the Preliminary Plat shows a proposed 10-ft right of way easement for future right of way and/or Pathfinder Parkway improvements.

Final Plat Submittal:

The applicants have also concurrently submitted a matching Final Plat (Case No. PLAT-0425-0026). If the Planning Commission approves this request, the Final Plat request will be brought before City Council. The Final Plat is included as an attachment to this report and must match the Preliminary Plat approved by the Planning Commission. Staff recommends that the Final Plat be updated with the following:

- 1. Add Limits of No Access to Seneca Ave and Adams Blvd/US Hwy 60.
- 2. Add language for right of way dedication and right of way easement dedication to Plat Notes.
- 3. Add language dedicating the private sidewalk mutual access easement to Plat Notes.
- 4. Add shared walkway maintenance responsibility language to Plat Notes.
- 5. Update Adams Blvd label to Adams Boulevard/US Highway 60.
- 6. Update total right of way label for Adams Blvd/US Hwy 60 to state origin of existing 70 feet and that the 5 feet is dedicated by this plat.
- 7. Update right of way easement label to state "10 B/L and Right of Way Easement for Ingress, Egress, and Roadway, Sidewalk, and/or Pathfinder Parkway Improvements".
- 8. Remove Plat Note #7 concerning the fire lane paint/striping note on Site Development Plan/Preliminary Plat is sufficient.

Notice Requirement:

The Subdivision Regulations require that a sign be posted on site at least one week prior to the Planning Commission meeting where the Preliminary Plat proposal is first considered. The sign was posted on the property with ample time in advance.

STAFF RECOMMENDATION:

Contingent upon Planning Commission and City Council approval of Case No RZ-0425-11; PUD-0425-0051/52, Staff recommends approval of Case No. PLAT-0425-0025 with the condition that the Final Plat be updated per the comments listed in this report.

ATTACHMENTS: Preliminary Plat/PUD Site Development Plan, Final Plat

Information for Item 13. Will be provided at the meeting.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to adopt an ordinance recommended by the Unsheltered Homeless Task Force regulating act prohibited in public spaces.

Attachments: Ordinance

II. STAFF COMMENTS AND ANALYSIS

In October 2024, the City Council established the Unsheltered Homeless Task Force, and then in December 2024, the Council appointed the members of this task force. Since that time, we have been meeting approximately twice a month.

The task force has collected data about non-profit operations in Bartlesville, the number of unsheltered homeless from our Mental Health Co-Response Team, services available to assist the homeless, gaps that exist in these services, needs of our agencies, and other relevant topics. The task force also drafted ordinance language that has been previously reviewed by the City Council.

While there have been a few changes to the language of the ordinance, few if any of these are substantive. The most substantive change comes from our intended roll out of the ordinance. We intend to create signage and utilize other methods of communication to educate our citizens about this new law, while at the same time, we plan to spend six months to train our officers on the new laws. To that end, we are suggesting that the law not go into effect until January 1, 2026.

The attached ordinance will officially adopt, as law, the items that the Council previously discussed. All of these laws include a maximum fine of \$500. This is not to suggest that \$500 fines will be issued, but is instead intended to ensure that these matters are adjudicated in municipal court. Our Municipal Court Judge is part of the Unsheltered Homeless Task Force, and he has agreed to the creation and utilization of diversion programs to help individuals affected by homelessness before using the punitive measures provided by the ordinance.

Additionally, each section of the ordinance prioritizes voluntary compliance and providing assistance to individuals affected by homelessness. However, it is necessary to ensure accountability as well as assistance, and we believe that this ordinance accomplishes both. A summary of each section of the law is included below:

- Camping Prohibition
 - Camping is currently prohibited in parks, but this clarifies that this law extends to all public spaces whether or not they've been officially designated as a Park.

- \circ This ordinance better defines the process for removal of illegal camps.
 - For camps built inside structures (i.e. a public restroom), the individual and camp may be removed immediately. This is necessary to ensure that public facilities are not "taken out of service" while awaiting the removal of someone illegally camping.
 - For camps not built inside structures (i.e. camping in the woods along pathfinder), a 48 hour notice shall be posted which will give the occupants time to remove the structures and any personal belongings. After this period, the City may remove and dispose of any remaining items.
- Individuals who agree to remediate their own illegal campsites shall be given greater latitude when determining assessment of penalties.
- Conduct Prohibited in Public Spaces
 - No vandalism, damage or destruction of public property, littering, or alterations of parks
 - No public indecency, sexual activities, or lewd behavior
 - Anyone found guilty of vandalizing or destroying park property shall be required to participate in community service related to the repair and maintenance of our parks.
- Sitting or Lying in Public Rights of Way Prohibited
 - Sitting or lying-in public rights of way is prohibited between 7a.m. and 11p.m.
 - This is primarily a safety rule intended to protect those who use the rights of way
 - Sitting or lying-in public rights of way is always prohibited in the Downtown Central Business District
 - This is to prevent business disruption in this district. Currently, there are no rules preventing someone from sitting or lying in a business' entry or just outside of it.
 - There is sufficient designated, public seating in this district to accommodate anyone wishing to sit.
 - There are numerous enumerated exceptions to this law including medical emergencies.
- Polluting or Damaging Public Water Supplies Prohibited
 - No bathing or washing of clothes in public water supplies
 - No damaging or interfering with any public water supply
 - These would include splash pads, rivers, ponds, etc.
- Aggressive Solicitation Prohibited
 - Aggressive solicitation is defined essentially as any harassing or intimidating form of solicitation.
 - This does not impact existing rules for door-to-door solicitors unless they are guilty of aggressive solicitation

This ordinance has been reviewed by City Staff and the City Attorney.

Please schedule this item for consideration and possible action at our regular meeting in June 2025.

III. RECOMMENDED ACTION

Adopt the ordinance as presented.

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 12 – OFFENSES OF THE BARTLESVILLE MUNICIPAL CODE ADDING REGULATIONS RELATED TO ACTS PROHIBITED IN PUBLIC PLACES AND AGGRESSIVE SOLICITATION.

WHEREAS, the Unsheltered Homeless Task Force has made a recommendation that the following ordinance be adopted; and

WHEREAS, the City Council finds a compelling public interest in ensuring that our public spaces continue to be a place for all of the public to enjoy; and

WHEREAS, the City Council finds these regulations to be a necessary component in regulating behavior that may be harmful to our community; and

WHEREAS, the City Council finds these regulations to be within the bounds of law and within its authority to act.

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

Section 1. The following sections shall be added to the Bartlesville Municipal Code.

Section 12-29 – Camping in public spaces prohibited

- (a) No person shall camp, sleep, or establish a temporary living space in any public property, including but not limited to parks, sidewalks, streets, alleys, or any other public right-of-way, except in designated camping areas approved by the City.
- (b) "Camping" is defined as residing in or using a public space for living accommodation purposes, including but not limited to sleeping, storing personal belongings, erecting tents or temporary structures, lighting fires, or cooking in non-designated areas.
- (c) This prohibition shall not apply to special events authorized by the City where camping is explicitly permitted.
- (d) Any person found in violation of this section shall be subject to a fine of up to \$500 per occurrence.
- (e) Prior to enforcement, law enforcement or designated city officials may offer information on available shelter options and provide reasonable time to vacate the prohibited area.
- (f) The City shall remove individuals, personal property, camping materials, and campsites that are in violation of this section from public property in the following manner:
 - 1) If the camp is not in a public facility such as restroom or shelter, then official notice of the violation shall be placed at the location of the violation.
 - i. Offenders shall be given at least 48 hours to remove all individuals, personal property, and camping materials.

- ii. After 48 hours, the City may remove individuals, personal property, camping materials, and campsites that are in violation of this section with no further notice.
- 2) If the camp is in a public facility such as a restroom or shelter, then no official notice will be required and the City may remove individuals, personal property, camping materials and campsites that are in violation of this section with no notice.
- (g) Personal belongings removed from an unauthorized encampment may be discarded including tarps, bedding, waste, clothes, and other personal items. Weapons, drug paraphernalia, items appearing to be stolen, and evidence of a crime may be retained as evidence by the Police Department until an alternate disposition is determined. Any personal property removed from a campsite which is not, disposed of, or held as evidence (as provided above), shall be stored by the City for a minimum of 7 days, during which time it shall be made reasonably available for and released to an individual confirming ownership.
- (h) Repeat offenders may be subject to progressive fines, exclusion from specific public areas, or other legal remedies as determined by the City.
- (i) Offenders who agree to remediate their campsites by removing all personal belongings, trash, individuals, and other campsite materials may be shown greater latitude by officers and the municipal judge. The speed of compliance and completeness of the restoration shall be determining factors in the degree of latitude granted.

Section 12-30 - Conduct Prohibited in Public Spaces

- (a) No person shall vandalize, deface, or damage park property, including trees, shrubs, buildings, structures, benches, signage, playground equipment, or any other public asset within a park.
- (b) No person shall dump, scatter, or leave garbage, refuse, or litter in any public park except in designated receptacles. Illegal dumping of bulk items is strictly prohibited.
- (c) No person shall construct, place, or maintain any kind of road, trail, permanent structure, signs, markers, fences, permanent enclosures, or other improvements in any City park or on public property unless otherwise approved by the City.
- (d) Public urination, defecation, or engaging in indecent exposure in public view or on public property is prohibited.
- (e) No person shall engage in lewd or sexually explicit behavior in public view or on public property.
- (f) Any person found in violation of this section shall be subject to a fine of up to \$500 per occurrence.
- (g) Any person found engaging in illegal dumping or vandalism shall be required to perform community service related to park maintenance and cleanup.
- (h) Law enforcement and park officials shall have the authority to issue immediate trespass orders for individuals engaging in repeated or severe violations.

Section 12-31 – Sitting or Lying in Public Rights of Way Prohibited

(a) No person shall sit or lie on any public sidewalk, street, alley, or right-of-way within the City between the hours of 7:00 AM and 11:00 PM.

- (b) No person shall sit or lie on any public sidewalk, street, alley, or right-of-way within the Central Business District as defined as the area enclosed by the following description and including the streets and pedestrian rights of way that bound the area.
 - 1) beginning at the intersection of Hensley Blvd and Cherokee Ave;
 - 2) west on Hensley Blvd to the railroad tracks.;
 - 3) southwest on the railroad tracks to Adams Blvd;
 - 4) east on Adams Blvd to Cherokee Ave;
 - 5) north on Cherokee back to the intersection of Cherokee Ave and Hensley Blvd.
- (c) These prohibitions do not apply to:
 - 1) Individuals experiencing a medical emergency.
 - 2) Persons with bona fide medical conditions necessitating wheelchairs or other mobility aids.
 - 3) Persons sitting on benches or other seating provided by the City.
 - 4) Persons waiting in line for lawful commercial or public services.
 - 5) Persons attending a public event including parades and other public activities.
- (d) Any person found in violation of this section shall be subject to a fine of up to \$500 per occurrence.
- (e) Law enforcement may issue exclusion orders for repeat offenders to prevent further violations in specified areas.

Section 12-32 – Polluting or Damaging Public Water Sources Prohibited

- (a) No person shall damage or interfere with a public water supply defined as a public well, cistern, water plug, stream, lake, river, pool, pond, creek, any other waterway, or any fountain or recreational water device; or
- (b) bathe in a public water source; or
- (c) wash clothing or other personal items in a public water source.
- (d) Any person found in violation of this section shall be subject to a fine of up to \$500 per occurrence.
- (e) Repeat violations may result in exclusion from public restrooms, parks, or other city facilities where misuse has occurred.
- (f) Law enforcement shall be authorized to remove individuals from facilities if they refuse to comply with an order to cease prohibited activities.

Section 12-45 – Aggressive Solicitation Prohibited

- (a) No person shall engage in aggressive solicitation within city limits. "Aggressive solicitation" is defined as:
 - 1) Following, touching, or making continued demands of an individual after a request to stop.
 - 2) Obstructing the path of a pedestrian or blocking access to a business or vehicle.
 - 3) Using obscene language, threats, or intimidating behavior while soliciting.
 - 4) Soliciting within 25 feet of an ATM, bank entrance, bus stop, parking garage, fuel station, restaurant patio, public restroom, at a marked crosswalk, or on a block that contains an entrance or exit to a school or childcare facility.

- 5) Soliciting between the hours of 8:00 PM and 7:00 AM in public spaces.
- (b) Any person found in violation of this section shall be subject to a fine of up to \$500 per occurrence.
- (c) Officers shall prioritize voluntary compliance and may refer individuals to social services before enforcement action.

Section 2. Severability

Should any provision of this ordinance be deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Section 3. Effective Date This ordinance shall take effect January 1, 2026.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 2ND DAY OF JUNE 2025.

Jim Curd, Mayor City of Bartlesville

City Clerk City of Bartlesville



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and approve a resolution to amend the unsheltered homeless task force to address the rise in unsheltered homelessness and associated issues in the City of Bartlesville.

Attachments:

2nd Amending Resolution 1st Amending Resolution Original Resolution

II. STAFF COMMENTS AND ANALYSIS

At our regular meeting in November 2024, the City Council passed a resolution creating the Unsheltered Homeless Task Force which was amended in December 2024 to change the membership of the committee.

The committee was established as a time limited committee with a window of six months to make recommendations to the Council. The task force would like to request an extension to January 2026 in order to finalize recommendations and monitor the roll out of some of the items to be discussed at our June 2025 meeting. A resolution extending the task force to January 2026 is attached.

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

III. RECOMMENDED ACTION

Review and approve the attached resolution.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY BARTLESVILLE AMENDING THE UNSHELTERED HOMELESS TASK FORCE AS ESTABLISHED WITH RESOLUTION #3722.

WHEREAS, the Council wishes to extend the term of the task force to allow more time to develop recommendations.

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

Section 4 of resolution #3722 shall be amended to read:

This task force shall continue to meet until January 31, 2026, reporting at least bi-monthly (every two months) to the City Council, and shall meet at least monthly during its term.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bartlesville, Oklahoma, held the 2nd day of June 2025.

City of Bartlesville

Mayor

ATTEST:

City Clerk

A RESOLUTION OF THE CITY COUNCIL OF THE CITY BARTLESVILLE AMENDING THE UNSHELTERED HOMELESS TASK FORCE AS ESTABLISHED WITH RESOLUTION #3722.

WHEREAS, the Council wishes to add two non-voting, advisory positions to the make-up of this committee to add additional expertise and experience without altering the voting authority of the original committee; and

WHEREAS, the Council wishes to appoint the members to this task force.

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

Section 3 of resolution #3722 shall be amended to read:

- 3. This task force shall be comprised of thirteen (13) voting members and three (3) non-voting members who meet the following criteria, and who shall be appointed by the City Council to serve for the entire term of this task force. A member may meet one or more of these criteria.
 - a. City Manager or designee (non-voting staff liaison).
 - b. Community member with knowledge, training, or experience that is relevant the task force's mission (non-voting advisor).
 - c. Two City Councilmembers. (1 voting and 1 non-voting).
 - d. One ex-officio member of OK House or Senate.
 - e. One mental health professional with experience serving Bartlesville's unsheltered population.
 - f. One medical professional with experience serving Bartlesville's unsheltered population.
 - g. One law enforcement official with experience addressing criminal and safety issues related to Bartlesville's unsheltered population.
 - h. One nonprofit expert with experience serving Bartlesville's local unsheltered population.
 - i. One church representative with experience serving Bartlesville's local unsheltered population.
 - j. One local business owner whose place of business is adversely affected by Bartlesville's unsheltered population.

- k. One citizen whose primary residence is adversely affected by Bartlesville's unsheltered population.
- 1. One representative from Bartlesville public school system who is familiar with the issues related to homelessness in our schools.
- m. One person who has experienced homelessness in Bartlesville.
- n. One veteran who is knowledgeable about homelessness among veterans.
- o. At least one at-large representative with knowledge, training, or experience that is relevant the task force's mission.

That the following individuals shall be appointed to the Unsheltered Homeless Task Force.

- a. Mike Bailey, City Manager
- b. Christy McPhail, Non-Voting Community Member
- c. Aaron Kirkpatrick, Voting Councilmember Larry East, Non-Voting Councilmember
- d. Judd Strom, OK House Representative
- e. Rachel Showler, Metal Health Professional
- f. Amber Vieux, Medical Professional
- g. Sierra Compton, Law Enforcement Official
- h. Keith McPhail, Nonprofit Expert
- i. Errol Hada, Church Representative
- j. Tom Gorman, Local Business Owner
- k. Sherri Smith, Citizen
- 1. Sarah Rowe, BPS Representative
- m. Dustin Ainesworth, Veteran and Formerly Homeless
- n. Dusint Ainesworth fills requirements for m. and n.
- o. Alan Gentges, At Large Lisa Cary, At Large

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bartlesville, Oklahoma, held the 6th day of January 2025.

City of Bartlesville

Mayor

ATTEST:

City Clerk

.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY BARTLESVILLE CREATING THE UNSHELTERED HOMELESS TASK FORCE TO ADDRESS THE RISE IN UNSHELTERED HOMELESSNESS AND ASSOCIATED ISSUES IN THE CITY OF BARTLESVILLE.

WHEREAS, there has been a notable increase in unsheltered, homeless persons in Bartlesville; and

WHEREAS, there has been a corresponding increase in vandalism and public safety concerns, leading to increased public space maintenance costs and decreased utilization by the general public; and

WHEREAS, the City Council wishes to address the issue of homelessness, particularly the most severe form of homelessness, unsheltered homelessness, in a responsible and proactive manner; and

WHEREAS, the challenge of homelessness is multifaceted and requires unique strategies specific to each community; and

WHEREAS, the City Council believes that a diverse, cross disciplinary task force is best suited to devise solutions to address the challenges of homelessness; and

WHEREAS, the City Council passed a resolution on October 7, 2024 directing the City Manager to develop a plan for a task force.

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

- 1. The Unsheltered Homeless Task Force is hereby created.
- 2. This task force shall be an official time-limited committee of the City Council and shall be subject to all laws and rules relating to Open Meetings and Open Records.
- 3. This task force shall be comprised of thirteen (13) voting members and one (1) non-voting member who meet the following criteria, and who shall be appointed by the City Council to serve for the entire term of this task force. A member may meet one or more of these criteria.

- a. City Manager or designee (non-voting staff liaison).
- b. One City Councilmember.
- c. One ex-officio member of OK House or Senate.
- d. One mental health professional with experience serving Bartlesville's unsheltered population.
- e. One medical professional with experience serving Bartlesville's unsheltered population.
- f. One law enforcement official with experience addressing criminal and safety issues related to Bartlesville's unsheltered population.
- g. One nonprofit expert with experience serving Bartlesville's local unsheltered population.
- h. One church representative with experience serving Bartlesville's local unsheltered population.
- i. One local business owner whose place of business is adversely affected by Bartlesville's unsheltered population.
- j. One citizen whose primary residence is adversely affected by Bartlesville's unsheltered population.
- k. One representative from Bartlesville public school system who is familiar with the issues related to homelessness in our schools.
- 1. One person who has experienced homelessness in Bartlesville.
- m. One veteran who is knowledgeable about homelessness among veterans.
- n. At least one at-large representative with knowledge, training, or experience that is relevant the task force's mission.
- 4. This task force's term shall be for six (6) months, reporting bi-monthly (every two months) to the City Council, and shall meet at least monthly during this term.
- 5. The task force shall devise solutions through collaboration with local agencies that are balanced, compassionate, evidence-based, and fiscally responsible, with a focus on improving outcomes for both the unsheltered population and the broader community. The task force shall identify strategies and, if necessary, potential funding sources that are focused on the following goals.

- a. **Primary Goal**: Reduction in the unsheltered homeless population in Bartlesville.
- b. Secondary Goals:
 - i. Reduce vandalism, littering, and other illegal acts associated with the unsheltered homeless population.
 - ii. Increase confidence in public safety of and increase utilization of public spaces by addressing concerns linked to homelessness.
 - iii. Address public health concerns while improving conditions and outcomes for unsheltered individuals.
- c. **Tertiary Goal**: Determine the value of an ongoing committee once the task force accomplishes its purpose and make an appropriate recommendation.
- 6. Metrics shall be devised to measure success, including reductions in unsheltered population, public perception, and enhanced public space usage.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bartlesville, Oklahoma, held the 5th day of November 2024.

City of Bartlesville

Mayor

ATTEST:

City Clerk



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on an appeal by Brad D. Purvis of the Hearing Examiner's Order of Abatement for demolition and removal of a dilapidated structure at 116 S. Comanche Avenue, legally described as the South 1/2 of Lot 5, Block 12, Capitol Hill Addition, Bartlesville, Washington County, Oklahoma (Code Enforcement Case Number DS-0325-0378).

(1) Exhibit A:	Aerial / Map Image	(10) Exhibit J :	Police & Fire Incident Reports
(2) Exhibit B:	Zoning	(11) Exhibit K:	Timeline
(3) Exhibit C:	Floodplain	(12) Exhibit L:	County Assessor's Report
(4) Exhibit D:	Photos/Images	(13) Exhibit M:	Courtesy Notice of Violation
(5) Exhibit E:	Photos from Board of Adjustment (BOA)	(14) Exhibit N	Notice of Violation
(6) Exhibit F:	BOA Minutes 5/24/2007	(15) Exhibit O	Abatement Order
(7) Exhibit G:	BOA Case File & Staff Report	(16) Exhibit P	Notice of Dilapidation & Lien
(8) Exhibit H:	Building Permit 2007	(17) Exhibit Q	Appeal
(9) Exhibit I:	NSO Report		

Exhibits/Attachments:

Background:

Mr. Brad D. Purvis, owner of 116 S. Comanche Avenue, appeals the City Code Enforcement Hearing Examiner's Order of Abatement, for the demolition and removal of a dilapidated structure, violating Municipal Code Section 11-4 D. 1, and 11-4 G. 4. Mr. Purvis has owned this property for over 26 years. He acquired it by deed recorded on September 25, 1998

An aerial image, zoning map, floodplain map, and photos of the property are at **Exhibits A-D**, respectively. The property is:

- zoned C-5 General Commercial;
- in the Downtown Design Review district, meaning that approval from the Downtown Design Review Committee is required prior to any new construction or *exterior renovations of existing structures, new accessory structures, exterior renovations to accessory structures, or fencing*, or *repair, remodel or replacement of any exterior building materials*, among other things (Ordinance No. 3335, Section 1.A.2, (9/7/2010));
- in the 100-year floodplain, specifically, FEMA Special Flood Hazard Area, Zone AE, which requires a floodplain development permit for activities such as building a structure, making significant repairs to an existing structure, installing a fence, or storing supplies and/or equipment on property.

(See <u>https://www.cityofbartlesville.org/departments/engineering/floodplain-development-permit/</u>).

The dilapidated structure is the rear remnant of an old house that Mr. Purvis partially demolished and removed in 2007. He has tried to convert this remaining rear portion of the house to a storage building, and utilize the yard, for the storage of construction materials, that is, a "contractor's yard." (See **Exhibits E-1 and E-2**, marked up photos from Board of Adjustment Staff Report dated 5/16/2007, old Exhibit E, Case No. BOA-07-10-V).

Mr. Purvis stated in his appeal that his partial demolition and keeping the rear portion of the house for use as a shed was approved by the City. (Exhibit Q, Appeal, page 2). The written approvals found in City records are:

- a *conditionally*-approved variance from the Board of Adjustment in 2007 (Case No. BOA-07-10-V), for the continuation of a non-conforming use, a contractor's yard (normally prohibited in C-5 zoning). That variance approval had several conditions attached to it that are not satisfied. The Board of Adjustment variance is discussed in more detail later in this memo. (Exhibit F: BOA Minutes 5/24/2007; Exhibit G: BOA Case file and Staff Report).
- a Building Permit # BP2007-267 for 114 S. Comanche Ave, for "Storage building/tie downs". (Exhibit H)

The present case started after Code Enforcement received four different complaints, and the Police Department received two different complaints, from March 5th through March 10th, 2025. The complaints were:

- trash, junk and rubbish, and homeless persons being on the property and living in the remnant structure without water and sewer service and other utilities to the property;
- complaints of homeless persons coming and going from the property, and fighting between them;
- homeless persons living in the structure without water, sewer, electrical and other utilities;
- homeless persons defecating outside on the property;
- a fire started in the yard by homeless persons trespassing on the property in March 2025, a month of high winds and extensive wildfires in the region.

The Neighborhood Service Officer's (NSO) (code enforcement officer's) report, the Police Department Incident Report on 3/5/2025, and the Fire Department Incident Report on 3/8/2025 are at **Exhibits I and J** respectively. A summary Timeline of Events is found at **Exhibit K**.

NSO William Hawe investigated complaints on March 5th, and found those complaints to be valid. At that time, he also investigated the remnant structure itself, and determined the structure was dilapidated. NSO Hawe wrote a report summarizing his reasons, quoted below:

• <u>Structural/Foundation damage</u>: "structural damage of the stem wall and in turn the outside walls of the structure." "All 4 sides have a significant structural lean and separation from the baseboards and the exterior walls. Much of this is due to the tree growing into and around the foundation. This has caused the structural walls to bow inward on the north side and be pushed out on the south side. This has also led the structure to not only separate, but be pushed off the stem wall about 6 to 8 inches on the south side."

"This has affected the stability of the structure presently and will continue to do more damage in the future as the tree grows. In addition to this, Mr. Purvis['] own statement mentions that the structure '*wasn't set on much footing and has settled over the years*.' This settling and further lack of structural support confirms my evaluation of structural dilapidation."

(Exhibit I, Code Enforcement Officer's Report, page 1).

• <u>Hazard to the General Health and Safety of the Community</u>: "Myself, the police department and the fire department have been inundated with complaints stemming from homeless incidents at the property and in turn the [laundromat] next door. This has been a considerable drain on city resources that could be used elsewhere. I have personally responded to about 10-15 complaint[s] over the past 3 months due to the Homeless coming and going from the property and trashing it out. Almost every time I have been called out to the property on complaints, the homeless were either in or loitering around the structure"

"Mr. P[u]rvis has worked with us on this issue several times over the years. Unfortunately[,] the reality of the situation is that due to the location of the structure and the nature of the area there is a never ending stream of homeless that have camped in and around the structure. It has gotten so bad in the area that the manager of the [Bubba's] Bubbles Laundromat next door has had to close [their] bathroom because of the damage the homeless have caused"

"I believe the Structure and the Fence in front of it both play a Key factor in this. Many neighbors have also complained that the homeless, loitering[,] occupying and other[wise] inhabiting the structure, have on multiple occasions stolen things from [their] property"

"For these reasons I believe the structure to be a main contributor in adversely affecting the Health and Safety of the Community around it. It is my opinion based on several years of Code Enforcement work on the property, that the Community and Businesses in the area would significantly improve, and benefit from, the Removal of the Structure."

(Exhibit I, Code Enforcement Officer's Report, pages 1-2).

II. STAFF COMMENTS AND ANALYSIS

The Hearing Examiner's finding that the structure is dilapidated and a public nuisance, and his order to demolish and remove it should be affirmed by City Council, for several independent, separate reasons, any one of which alone is a sufficient basis to uphold the order:

1. <u>State Statute 11 O.S. Section 22-112 C. 1</u>: The structure is "dilapidated" under state statute, because it is:

"a. a structure which through neglect or injury *lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public*" 11 O.S. Section 22-112 C. 1.a.

"b. a structure which is *unfit for human occupancy* due to the lack of necessary repairs and is considered uninhabitable *or is a hazard to the health, safety, and welfare of the general public,*" 11 O.S. Section 22-112 C. 1.b

OR

"e. a structure declared by the municipal governing body to constitute a public nuisance". 11 O.S. Section 22-112 C. 1.e.

City Council adopted state statute in Municipal Code Section 11-2:

"The City of Bartlesville adopts all of the applicable provisions of Title 11 O.S. and any amendments made thereto concerning the General Power of Municipalities, and Title 63-1-1011 and any amendments made thereto concerning health nuisances, specifically dealing with the prohibition and abatement of nuisances as defined in this chapter."

- 2. <u>Municipal Code 11-4, D, D.1</u>: "A nuisance includes D. Buildings, Structures and Fences. 1. any *dangerous, deteriorated*, abandoned, *partially destroyed or unfinished building ... or other structure, or any building in violation of the codes as adopted by the city.*"
- 3. <u>Municipal Code 11-4, G, G.4</u>: "A nuisance includes G. Attractive Nuisance and Dangerous Conditions. 4. *[a]ny house, building, structure or any part of any of the aforesaid; … or any lot, land, yard, premises or location* which in its entirety, or in any part thereof, by reason of the condition in which the same is found or permitted to be or remain, shall or may *endanger the health, safety, life, limb or property, or cause any hurt, harm, inconvenience, discomfort, damage, or injury to any one (1) or more individuals in the city, in any one (1) or more of the following particular:*
 - a) by reason of being a *menace, threat, and/or hazard to the general health and safety of the community*;
 - b) by reason of being a *fire hazard*;
 - c) by reason of being unsafe for occupancy, or use on, in, upon, about or around the aforesaid property;
 - d) by reason of <u>lack of sufficient or adequate maintenance of the property</u>, <u>and/or being vacant, any of which depreciates the enjoyment and use of the</u> <u>property in the immediate vicinity to such an extent that it is harmful to the</u> <u>community in which such property is situated or such condition exists</u>.

These findings are evidenced by the photos taken by the Code Enforcement officer and his observations written in his case report, summarized above. The structure's foundation is not stable, causing the walls to lean and separate from the foundation. The structure lacks water, sewer, electrical and other utilities. The property does not satisfy International Property Maintenance Code or International Building Code, as adopted by the City. It would not pass inspection by a Code Enforcement Officer or a City Building Inspector for issuance of a certificate of occupancy or a certificate of compliance.

The Incident Reports of the Police and Fire Departments are also evidence of the property being a nuisance to the surrounding community. The neighboring laundromat complaints, other citizen complaints, and the police and fire calls to the property, including the complaints of trespass, human defecation on the property, and fire (particularly at a time of dry weather, high wind, and heightened fire alert) shows that the property "depreciates the enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which such property is situated."

4. The 2007 Board of Adjustment Variance Did Not Authorize this Dilapidated Property.

Eighteen years ago, on May 24, 2007, Mr. Purvis obtained a variance, *with conditions*, from the Board of Adjustment (Case No. BOA-07-10-V) to allow for the continuation of a non-conforming use of the property as a contractor's yard in a C-5 General Commercial zoning district (contractor's yard is normally prohibited in C-5), and to expand operations, and for the partial demolition of the house, and renovation of the house remnant to a storage building. However, Mr. Purvis did *not* complete or maintain the required conditions to that variance, including:

- Not applying for and obtaining approval of a floodplain development permit "*before any site work or building renovation may begin*," and prior to issuance of a building permit; (Minutes of the Board of Adjustment, May 24, 2007, page 3);
- Not obtaining approval of the Downtown Design Review Committee prior to issuance of a building permit and *"before any construction is done on the property"*; (Minutes of the Board of Adjustment, May 24, 2007, page 3);
- Not painting (or staining) the required wooden fence along Comanche Ave, as required by Board of Adjustment Chairman, Jack Maddux (Minutes of the Board of Adjustment, May 24, 2007, page 3).
- Apparently not applying for and obtaining a building permit for the entire *renovation* of the remnant structure into a storage shed and expansion of contractor's yard operations; (See **Exhibit G, Staff Report to Board of Adjustment Case No. BOA-07-10-V, page 2, discussing Mr. Purvis' plans for "***expansion***" of operations and "***renovating***" the house remnant)**

City staff did find a building permit, but it was only for "Storage building/tie downs" in 2007. (See **Exhibit H**, Permit No. BP2007-267). Regardless, the Code Enforcement Officer's photos and report show that, 18 years later, the structure is now in need of foundation repair, and is not well anchored.

Even assuming, for the sake of argument, that Mr. Purvis had satisfied all of these conditions in the past—which he did not—it does not matter, since the photographic and documentary evidence today clearly show that the property is dilapidated and a public nuisance today, and must be abated immediately. A Board of Adjustment variance does not give a property owner the right to ignore public nuisance regulations going forward.

5. <u>Repairing the Dilapidated Property is not likely Feasible due to Zoning Limits on Repairs</u> to Nonconforming Uses, and the Cost of Required Site Improvements under Zoning <u>Regulations.</u>

There is no legal requirement for the City to grant more time, or give an option to repair, a dilapidated structure. Such option in this case is likely cost prohibitive and infeasible in any event.

Most significantly, the repairs to foundation and electrical work that the City would require, would likely *eliminate the nonconforming status that was granted under the 2007 Board of Adjustment variance*. Mr. Purvis could no longer use the property as a contractor's yard. He would have to change the use of the property to a conforming use in C-5 General Commercial zoning.

Under Zoning Regulation 8.1.7, (Repairs to Nonconforming Uses, Limitation) "...the total structural repairs and alterations that may be made in a nonconforming building or structure *shall* not, during its life subsequent to the date of its becoming nonconforming use, exceed 50 percent of its then appraised value for tax purposes at such time, unless such building is or structure is changed to a conforming use."

If Mr. Purvis' total structural repairs and alterations exceeds one-half of the appraised value of the structure, which highly likely, he then loses the nonconforming status granted by the Board of Adjustment variance in 2007. He would have to change the use of the property to a conforming use in C-5 General Commercial zoning

City staff would require that Mr. Purvis satisfy at least the following requirements:

- Apply for a Floodplain Development Permit with the City's Engineering Department, per the condition in the 2007 Board of Adjustment variance.
- As part of that Floodplain Development Permit application, Mr. Purvis must get an estimate for the costs of renovating the remnant structure, including repairing the foundation, installing the electrical connection, lighting, and surveillance camera (using a state-licensed electrical contractor), and any other measures required to make the structure suitable for occupancy, such estimates and plans being subject to staff review and approval:
 - If the estimated cost equals or exceeds 50% of the structure's market value, he will be required to bring the structure into compliance with regulations for new construction in the floodplain, including <u>elevating the structure one foot above Base</u> <u>Flood Elevation</u>, or other flood-proofing measures, per an approved Floodplain Development Permit. This can be a significant cost.
 - Note this is a federal FEMA requirement. It is crucial for the safety of the community. Structures and equipment that are not elevated or otherwise floodproofed can be a total loss for the owner, and can also do harm and damage to neighboring property owners during a 1% storm event. Failure to comply may cause *all residents in the municipality* to lose their eligibility to purchase flood insurance under the National Flood Insurance Program, and cities are subject to periodic inspection to confirm compliance.

- If the improvement project increases the structure or property value by more than 25%, per the county appraiser's records, which is highly likely, then Mr. Purvis is also required under Zoning Regulation 7.4 to install the following site improvements:
 - apply for a right-of-way permit and <u>install a concrete driveway approach from</u> <u>Comanche Avenue onto the property, and a driveway</u> that continues onto the property wherever a motor vehicle may be driven and/or parked to load or offload material (see Zoning Regulation 7.4.1 and 7.4.2).
 - Install street landscaping along Comanche Avenue, because this is nonresidential development (per Zoning Regulation 7.4.3).
 - Install sidewalk along Comanche Avenue, because his construction project is within 100 feet of the existing sidewalk at the Bubba's Bubbles Laundromat to the south at 1301 SE Frank Phillips Blvd, (per Municipal Code Section 17-63 C. 1).
- Apply for a Downtown Design Review permit prior to application and issuance of a building permit, to be reviewed for compliance with Downtown Design Standards, due to the property being in this district, and the renovation and alteration of the exterior of the remnant structure. The reviewers of this application will likely require architectural design features to the exterior that satisfy Downtown Design Review Standards.
- Apply for a building permit, with written plans, and get approval, to repair the foundation, and install electrical service, lighting, and surveillance camera. The work must be done by a *state-licensed electrical contractor*. This work cannot be done by Mr. Purvis himself, unless he is a state-licensed electrical contractor, because he does not reside, and cannot legally reside, in the remnant structure.
- Install additional improved, heightened security fencing along the perimeter of this property, given the circumstances of the repeated intrusion and trespass by homeless persons on the property, an added expense;
- Such other requirements that the Chief Building Official or other reviewing City staff may determine upon review of the building permit application.

In short, renovation of the property is cost prohibitive, and even if Mr. Purvis did it, he would eliminate his nonconforming use status and would no longer be allowed to use the property as a contractor's yard.

6. The Property is in City Limits

Mr. Purvis stated in his appeal his belief that the property was outside of city limits at a certain time in recent history. This is incorrect. The property has been in the city limits since at least 1909, and still is today, and City Code Enforcement and Police Department have authority to enforce laws here:

• The property was platted in Block 12 of the Capitol Hill Addition, in Bartlesville, Oklahoma, in 1909. No de-annexation ordinance has been approved for this area since that time.

- Ordinance 3150 (12/20/2004) and its Appendix A, "Redevelopment Plan for the Bartlesville Downtown Redevelopment District, created Redevelopment District #1, and the boundaries of that district include Mr. Purvis' property.
- Ordinance 3151 (12/20/2004) and its Appendix A and B, created the "Capitol Hill Increment District, Tax Increment District No. 2, and the boundaries of that district include Mr. Purvis' property.
- Ordinance 3570 (4/3/2023) that changed ward boundaries, described the property in Ward 4 and this included Mr. Purvis' property (bottom of page 5 of the Ordinance).
- The 2007 Board of Adjustment variance staff report, maps, and public notice show the city limits including Mr. Purvis' property.

III. CONCLUSION AND RECOMMENDED ACTION

Staff recommends that City Council deny the appeal, and uphold enforcement of the Hearing Examiner's Administrative Order, and declare that the property and structure at 116 S. Comanche Ave (S ½ of Lot 5, Block 12 Capitol Hill Addition) is dilapidated and a public nuisance. Staff further recommends ordering the property owner to demolish and remove the structure in 30 days, or the City will do so, and the City will bill the owner for costs.

Appendix: State Statutory and Municipal Code Authority and Procedure

A. State Statutory Authority Granted to Municipalities.

State Statute empowers municipalities to determine what is a nuisance. Oklahoma State Statute 50 O.S. §16 states:

"<u>Cities and towns in this state shall have the right and power to determine what is and what</u> <u>shall constitute a nuisance within their respective corporate limits</u>, and for the protection of the public health, the public parks and the public water supply, shall have such power outside of the corporate limits; and wherever it is practical to do so, said cities and towns shall have the power to summarily abate any such nuisance after notice to the owner, and an opportunity for him to be heard, if this can be given."

Oklahoma State Statute 11 O.S. § 22-121 states that "*The municipal governing body may declare what shall constitute a nuisance, and provide for the prevention, removal, and abatement of nuisances.*"

B. State Statute Allows Municipal Governing Bodies to Delegate to an Administrative Officer or Administrative Body.

State Statute 11 O.S. Section 22-112 A. states, in pertinent part:

"A. A municipal governing body may cause dilapidated buildings with the municipal limits to be torn down and removed in accordance with the following procedures:

1. At least ten (10) days' notice that a building is to be torn down or removed shall be given to the owner of the property before the governing body holds a hearing. A copy of the notice shall be posted on the property to be affected. In addition, a copy of the notice shall be sent by *mail to the property owner at the address shown by the current tax year's rolls in the office of the county treasurer* At the time of mailing of notice to any property owner ... the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailee."

This requirement was satisfied by the Code Enforcement's mailing and posting of the Courtesy Notice of Violation dated 3/11/2025 (Exhibit M), and their mailing and posting of the Notice of Violation/Request for Voluntary Correction of Code Violation dated 3/25/2025 (Exhibit N).

State Statute 11 O.S. Section 22-112 A. continues, in pertinent part:

2. A hearing shall be held by the governing body to determine if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if the property creates a fire hazard which is dangerous to other property.

3. Pursuant to a finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, the governing body may cause the dilapidated building to be torn down and removed. The governing body shall fix reasonable dates for the commencement and completion of the work. The municipal clerk shall immediately file a notice of dilapidation and lien with the county clerk"

B. <u>The municipality may designate, by ordinance, an administrative officer or</u> <u>administrative body to carry out the duties of the governing body specified in this</u> <u>section</u>. The property owner shall the right of appeal to the municipal governing body from any order of the administrative officer or administrative body. Such appeal shall be taken by filing written notice of appeal with the municipal clerk within ten (10) days after the administrative order is rendered."

The City Council did designate the Community Development Department to enforce nuisance code in the city, through Municipal Code Section 11-8, and the creation of a Hearing Examiner position through Municipal Code Section 11-10 B.4, defined in Section 11-3. (Ordinance No. 3148, 11-15-2004):

"Section 11-8. Nuisance abatement.

This chapter [11] shall be administered and enforced by the <u>building development department</u> [community development] and where appropriate, the police and fire departments, and they are granted the authority expressly granted and impliedly needed and necessary for enforcement"

"Section 11-10. Abatement Procedures. A. Voluntary Correction" states that code enforcement officers "before taking other steps to abate the nuisance, shall make a reasonable attempt to secure voluntary correction or abatement of the nuisance by contacting the responsible person."

In this case, Code Enforcement did so, through a Courtesy Notice letter dated 3/11/2025 (Exhibit M).

"Section 11-10. Abatement Procedures. B. Notice of Violation and Order" states that when the code enforcement officer is unable to secure voluntary correction, "the officer shall serve a written notice of violation and order to abate to the responsible person." Service can be made by "first class mailing with receipt of mailing" and also "posted on the affected property." The notice shall contain "the establishment of a date and time for examination" of the alleged violation "by a *hearing examiner*."

"Hearing Examiner" means "the city manager or his designee authorized to conduct hearings pursuant to this chapter [11]." Municipal Code Section 11-3. City Council on 8/5/2024 approved an agreement having attorney, John C. Holden, Esq., serve as City Hearing Examiner.

In this case, Code Enforcement did serve a written notice of violation, through receipted mailing and posting of the Notice of Violation letter dated 3/25/2025 (Exhibit N).

A hearing took place on 4/23/2025, and Mr. Purvis did attend. The Hearing Examiner, Mr. John Holden, heard testimony and received evidence from Code Enforcement officers and Mr. Purvis. The Hearing Examiner issued an order for Mr. Purvis to remove the dilapidated structure in 30 days or the City will do so. The order was sent via receipted mail and posted to the property. (Exhibit O). A Notice of Dilapidation and Lien was filed on the property. (Exhibit P).

EXHIBIT A: Aerial / Map Image



EXHIBIT B: Zoning



EXHIBIT C: Floodplain



EXHIBIT D-1: Image / Google Street View 116 SE Comanche Ave, April 2023



EXHIBIT D-2: Photos of Building 116 SE Comanche Ave, 3.6.2025:

https://bit.ly/116SComancheMarch2025

EXHIBIT D-3: Photos of Building 116 SE Comanche Ave, 4.23.2025:

https://bit.ly/116SComancheApril2025



R. S. BATE . P. PT

remaining, to be Demolished used as shed (114 S. Comanche Ave) Front Demolished
 (116 S. Comanche Ave)

EXISTING (5/24/2007)

Rear of house



PART of 116 to BE SAVED FOR SHED

(5/24/2027)

EXHIBIT E



MINUTES OF CITY BOARD OF ADJUSTMENT REGULAR MEETING OF MAY 24, 2007

The City Board of Adjustment held their regular meeting at 5:00 p.m. on May 24, 2007, City Council Room, City Hall, City of Bartlesville, 401 S. Johnstone Avenue, Bartlesville, Oklahoma. The notice of meeting and agenda was filed in the City Clerk's office on May 17, 2007.

AGENDA ITEM NO. 1 - CALL TO ORDER AND ROLL CALL. Chairman Jack Maddux called the meeting to order at 5:00 p.m.

Present:	Stan Drennan Bryan Freeman Vivian Schmidt Jack Maddux
Absent:	Jim McGinnis
City Staff Present:	Nancy Wade C.F.M., Assistant City Planner and Secretary to the Board of Adjustment
	Janie Gordon Administrative Assistant

AGENDA ITEM NO. 2— CONSIDERATION OF AND ACTION ON THE MINUTES OF THE REGULAR MEETING OF APRIL 26, 2007.

Mr. Lawrence Freeman made a motion for approval of the minutes of the regular meeting of April 26, 2007 as written. Ms. Schmidt seconded the motion. Motion was approved by a unanimous vote of 5-0.

AGENDA ITEM NO. 3 - CASE NO. BOA-07-08-SZP/V – A PUBLIC HEARING TO CONSIDER AND TAKE ACTION ON AN APPLICATION FROM DIANA TRAMMEL FOR A SPECIAL ZONING PERMIT FOR THE CONSTRUCTION OF A CARPORT 6 FEET BEYOND THE MINIMUM FRONT YARD SETBACK REQUIREMENT IN AN RS-12 ZONING DISTRICT LOCATED AT 1412 SE EAST DRIVE, LEGALLY DESCRIBED AS LOT 3, BLOCK 1, PRAIRIE HEIGHTS SUBDIVISION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

Ms. Wade presented the staff report and showed overhead maps of the location of the property. She stated that Dianna Trammel is proposing to construct a carport in the front yard of her residence at 1412 East Drive. It will extend 6 feet beyond the 25-foot setback; therefore a Special Zoning Permit is needed. The north side of the carport will extend approximately 2 feet beyond the 12-foot side yard setback and a Variance will be required for this. There are several carports in the area, they are a mixture of styles and are in different locations on the properties.

The public hearing notice was published in the *Examiner-Enterprise* and the property owners within 300 feet of the site were notified of this request. One neighbor had contacted the office to get information on the carport and said she was against the type and size that is proposed. Mr. Maddux asked how many people were notified in the 300-foot search. Ms. Wade stated approximately 20.

Mr. McGinnis arrived.

Diana Trammel was present to answer to questions from the Board. She stated that her daughter lives in the home where the carport will be placed. She needs a place to park her two vehicles out of the weather.

The public hearing was opened. There were no citizens, appearing to speak either in favor of or in opposition to the application. The public hearing was closed.

Mr. Lawrence made a motion for approval of **Case No. BOA-07-08-SZP/V.** Ms. Schmidt seconded the motion.

Motion was approved by a unanimous vote of 5-0.

AGENDA ITEM NO. 4 - CASE NO. BOA-07-09-SZP – A PUBLIC HEARING TO CONSIDER AND TAKE ACTION ON AN APPLICATION FROM JOSEPH SAGRERA FOR A SPECIAL ZONING PERMIT FOR THE PLACEMENT OF A MOBILE HOME ON PROPERTY IN AN RS-5, SINGLE FAMILY RESIDENTIAL ZONING DISTRICT, LOCATED AT 229 NW PENN AVENUE, LEGALLY DESCRIBED AS LOT 5, BLOCK 2, GEORGE B. KEELER ADDITION, WASHINGTON COUNTY, BARTLESVILLE, OKLAHOMA.

Ms. Wade presented the staff report and showed overhead maps of the location of the property. She stated that Mr. Sagrera has requested to place a mobile home on property zoned RS-5 located at 229 NW Penn. She stated that the property is vacant, Mr. Sagrera proposes to place a 1996 15'5" x 76' mobile home and a 16' x 24' garage on the property. All building setbacks meet the requirements with the exception of the front setback. The front yard setback is 25 feet, and the applicant proposes to place the home 18 feet from the front property line. However, the Zoning Regulations will allow certain exceptions to the front setback if there is another established setback within the same block, and that is the case with this property.

The public hearing notice was published in the *Examiner-Enterprise* and the property owners within 300 feet of the site were notified of this request. At the time of writing of this staff report no one had expressed opposition to this request.

Joseph Sagrea was present to answer questions from the Board. He stated that the purchase of the land is contingent upon the outcome of this hearing. He proposes to put a garage behind the mobile home for storage of his lawn equipment, motorcycle, and the like. Mr. Maddux asked him if there would be tie downs on the home. Mr. McGinnis asked if the home would be put on a permanent foundation or would it be considered a mobile home and not a permanent home. Mr. Freeman stated that since Mr. Sagrea owns the home and the land, once it is placed on the property, it becomes a permanent dwelling. Mr. Sagrea stated that he intends to put the home on pads and piers and secure it with tie downs.

The public hearing was opened. There were no property owners within the 300-foot notification area, or any other citizen, appearing to speak either in favor of or in opposition to the application. The public hearing was closed.

Mr. Freeman made a motion for approval of **CASE NO. BOA-07-09-SZP**. Ms. Schmidt seconded the motion.

Motion was approved with a unanimous vote of 5-0.

AGENDA ITEM NO. 5 - CASE NO. BOA-07-10-V – A PUBLIC HEARING TO CONSIDER AND TAKE ACTION ON AN APPLICATION FROM BRAD PURVIS FOR AN EXTENSION OF A NON-CONFORMING USE TO ALLOW THE ALTERATION AND EXPANSION OF A CONTRACTOR'S YARD ON PROPERTY IN A C-5 ZONING DISTRICT LOCATED AT 114 AND 116 S. COMANCHE, LEGALLY DESCRIBED AS LOTS 5 AND 6, BLOCK 12, CAPITOL HILL ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

Ms. Wade presented the staff report and showed overhead maps of the location of the property. She stated that the applicant operates a contractor's yard at 114 & 116 S Comanche Avenue. The applicant proposes to clean up, alter, and expand the operation, which consists of storage and sales of wood, stone, brick, glass, dirt, and coal from construction demolitions. There are 2 buildings on the site which will be renovated into an office and storage shed. The fence is to be upgraded to provide a more attractive screening of the property.

The property is within the 100-year floodplain, with a very small portion in the 500-year floodplain. The applicant must apply for a floodplain development permit before any site work or building renovation may begin. The property is located within the Downtown Redevelopment District; therefore the applicant will be required to go before the Design Review Committee for approval of the proposed renovations to the property.

The public hearing notice was published in the *Examiner-Enterprise* and the property owners within 300 feet of the site were notified of this request. Two surrounding property owners had contacted Staff for additional information, but were not in opposition.

Should the Board elect to approve the applicant's request; Staff recommends that it be with the following conditions:

- 1. The applicant shall provide a solid wood privacy fence along Comanche Avenue;
- 2. The applicant shall obtain approval of a floodplain development permit prior to issuance of a building permit; and
- 3. The applicant shall obtain approval of the Design Review Committee prior to issuance of a building permit.

Brad Purvis was present to answer questions from the Board. He stated that the building to the north will be the office and the building to the south will be a storage shed. Ms Schmidt asked if he would be adding any square footage to the property. Mr. Purvis stated that he was not. Mr. Maddux stated that the pictures of what the property will look like is an improvement over what it looks like now, but that he would like to see the fence painted, Mr. Purvis stated that the fence will be constructed out of old lumber from the demolition of the house on the property and that old lumber doesn't take paint very well, but it could probably be stained. Ms. Wade stated that before any construction is done on the property Mr. Purvis will have to go before the Design Review Committee since his property is within the downtown review district,

and that Committee will recommend what needs to be done for it look aesthetically pleasing. Mr. Freeman stated that the proposed pictures show much improvement.

Ms. Schmidt made a motion for approval of **CASE NO. BOA-07-10-V**, with the Staff recommendations. Mr. Freeman seconded the motion. Motion was approved with a unanimous vote of 5-0.

AGENDA ITEM NO. 6. - CASE NO. BOA-07-11-SZP – A PUBLIC HEARING TO CONSIDER AND TAKE ACTION ON AN APPLICATION FROM BOB CATES FOR A SPECIAL ZONING PERMIT FOR THE PLACEMENT OF A MOBILE HOME ON PROPERTY IN AN RS-5, SINGLE FAMILY RESIDENTIAL ZONING DISTRICT, LOCATED AT 412 N. VIRGINIA AVENUE, LEGALLY DESCRIBED AS LOTS 34, 35, & 36, BLOCK 11, MOUNTAIN VIEW ADDITION, WASHINGTON COUNTY, BARTLESVILLE, OKLAHOMA.

Ms. Wade presented the staff report and showed overhead maps of location of the property. She stated that Bob Cates has requested to place a mobile home on property zoned RS-5 located at 412 N Virginia. She stated that the property consists of 3 vacant lots. Mr. Cates proposes to place a 14' x 60' mobile home on the property. The lot coverage and building setback requirements will be met. The property is mostly in the 100-year floodplain, with a small portion in the 500-year floodplain. Mr. Cates is in the process of applying for a floodplain development permit, and the City Engineer has indicated the permit will be approved. The floodplain regulations require the lowest structural member of the mobile home to be elevated to 1-foot above the 100-year flood elevation, the home must be anchored to prevent flotation, and the skirting must have openings to allow the floodwaters to flow through.

The public hearing notice was published in the *Examiner-Enterprise* and the property owners within 300 feet of the site were notified of this request. At the time of writing of this staff report no one had expressed opposition to this request.

Should the Board elect to approve the applicant's request; Staff recommends that it be with the following condition:

1. The applicant shall obtain approval of a floodplain development permit prior to issuance of a building permit.

Mr. Maddux asked if this is the application that was verbally approved. Ms. Wade stated that it is, and that it was an emergency and that Mr. Cates understood that it was allowed to be placed with the stipulation that the Board must approve it to remain.

Bob Cates was present to answer questions from the Board. He stated that his house burned on April 29. He had asked for the emergency situation in order to have a place to live, but since the weather has been so bad he has not been able to place the home on the property yet. He stated that the home is on wheels now, but he plans to put it on piers and skirt it. He later plans to put it on a cement foundation. The skirting will have openings for floodwater to pass through. There will be a front and back door on the home.

The public hearing was opened. Anna Penland, 405 N Kaw was present to ask questions of Mr. Cates and the Board. She stated that she also lives in a mobile home; she has put in a patio and a cellar. She stated that she has concerns that Mr. Cates's mobile home would not be skirted and would not look nice in the neighborhood. She stated that another mobile home behind her home has never been skirted and looks run-down. She does not want this to be the same case for Mr. Cates's home. Mr. Maddux asked if anyone checks to make sure the homes are skirted once they are placed on the land. Ms. Wade stated that is part of the building permit process and an inspector will check to see if everything is in proper order before the home can be occupied. Mr. Cates stated that he will skirt the home and wants it look nice like a real home. The public hearing was closed.

Ms. Schmidt stated that she intents to vote against the application because she is opposed to residential structures being placed in a floodplain.

Mr. McGinnis made a motion for approval of **CASE NO. BOA-07-11-SZP**, with the Staff condition. Mr. Freeman seconded the motion. Motion was approved by a vote of 4-1.

AGENDA ITEM NO. 5 - STAFF REPORTS

Mr. Maddux stated that, some time in June, he and Mike Mattera would go to the site where Mr. Coast has the borrow pit, as Mr. Coast will have to appear before the MAPC at the June meeting.

AGENDA ITEM NO. 6 - NEW BUSINESS

There was no new business.

AGENDA ITEM NO. 7- ADJOURNMENT.

There being no further business, the meeting was adjourned at 5:50 P.M.

APPROVAL OF THESE MINUTES SHALL SERVE AS AFFIRMATION BY RESOLUTION OF THE BOARD OF ADJUSTMENT'S DECISION CONCERNING THE ABOVE REFERENCED APPLICATIONS, AND TOGETHER WITH THE ACCEPTANCE OF ALL MATERIALS SUBMITTED IN CONNECTION WITH SAID APPLICATIONS, SHALL SERVE AS THE FULL RECORD OF FINDINGS OF THE BOARD OF ADJUSTMENT FOR SAID CASES.

ATTEST AS TO APPROVAL:

lack Maddux, Chairman

EXHIBIT G

City of Bartlesville Community Development Department

Staff Report

TO: City of Bartlesville Board of Adjustment

FROM: Nancy E. Wade, CFM, Assistant City Planner 100

DATE: May 16, 2007

CASE NO. BOA-07-10-V: A public hearing to consider and take action on an application from Brad Purvis for an Extension of a Non-Conforming Use to allow the alteration and expansion of a contractor's yard on property in a C-5 Zoning District located at 114 and 116 S. Comanche Avenue, legally described as Lots 5 and 6, Block 12, Capitol Hill Addition, Bartlesville, Washington County, Oklahoma.

GENERAL INFORMATION:

Applicant:	Brad Purvis
Requested Actions:	Approval of an Extension of a Non-Conforming Use
Location:	114 & 116 S. Comanche Avenue (Exhibits A & C)
Zoning:	C-5 (General Commercial District) (Exhibit B)
Lot Area:	100' x 109'-3''
Floodplain:	This property is located within the 100-year and 500-year floodplains. (Exhibit D)

APPLICABLE REGULATIONS:

Section 8.11 Continuing Existing Nonconforming Uses. Except as hereinafter specified, any use, building, or structure, existing at the time of the enactment of these regulations may be continued, even though such use, building or structure may not conform with provisions hereof for the district in which it is located; provided, however, that this section does not apply to any use, building, or structure established in violation of any zoning regulations previously in effect in Bartlesville unless said use, building, or structure now conforms with these regulations.

Section 8.121 No nonconforming use of a building or land shall be enlarged, extended, reconstructed, substituted or structurally altered, unless:

A. Such change is required by law or order, or

B. The use thereof is changed to a use permitted in the district in which such building or land is located, or C. Authority is granted by the Board of Adjustment to extend a nonconforming use or substitute another nonconforming use for a nonconforming use, or

D. Authority is granted by the Board of Adjustment to enlarge or complete a building devoted to a nonconforming use upon a lot occupied by such building where such extension is necessary and incidental to the existing use of such building, or

E. Authority has been granted by the Board of Adjustment to extend a nonconforming use throughout those parts of a building which were manifestly designed or arranged for such use prior to the date when such use or building became nonconforming, if no structural alterations, except those required by law, are made therein.

Section 6.2 Contractor's yard is a permitted use in the M-1, M-2, & M-3, Industrial Zoning Districts.

Section 6.2 Contractor's yard shall not be permitted if it is to be located within 200 feet of any residentially zoned area.

SPECIAL INFORMATION:

The applicant, Brad Purvis, operates a contractor's yard at 114 & 116 S. Comanche Avenue, just to the north of the laundromat at Frank Phillips Boulevard and Comanche Avenue. The property is zoned C-5, which, by right, does not allow a contractor's yard. According to Section 6.2 of the Zoning Regulations, a contractor's yard is a permitted use only in the M-1, M-2, & M-3, Industrial Zoning Districts. Additionally, Section 6.2 states that this type of use shall not be located within 200 feet of a residentially zoned area, and there is residentially zoned land within 200 feet. However, the applicant's business is considered a legal non-conforming use, and according to Section 8.11 of the Zoning Regulations, this use may continue on this property. The applicant is now proposing to clean up, alter, and expand the operation, and according to Section 8.121 of the Zoning Regulations, the expansion of a non-conforming use requires Board of Adjustment approval. Additional application materials provided by the applicant, including existing and proposed site plans and photos are attached as Exhibit E.

The applicant's business consists of the storage and sales of wood, stone, brick, glass, dirt, and coal from construction demolitions. There are two existing buildings on the site. The north building will be renovated into an office, and the south building will be renovated into a storage shed. The applicant has provided photos of these buildings, showing the portions to be saved and renovated. The applicant has also agreed to upgrade the fencing on the site to provide a more attractive screening of the property. See the "existing" and "proposed" photos of the front of the site.

The surrounding zoning includes C-5 (General Commercial) to the north, south, and west and RA to the east. The surrounding land uses include single family residences and commercial businesses.

<u>Floodplain</u>: This property is mostly in the 100-year floodplain, with a very small portion in the 500-year floodplain. See Exhibit D. During a 100-year flood event, the property will have approximately 1.5 feet of water on it.

The City's floodplain development regulations apply in the 100-year floodplain. Therefore, the applicant will be required to apply for a floodplain development permit before any site work or building renovation may begin.

The floodplain regulations allow no increases in the 100-year flood elevation and also require the floor of the structures to be elevated or floodproofed to 1-foot above the 100-year flood elevation.

<u>Downtown Redevelopment District</u>: This property is within the Downtown Redevelopment District (see Exhibit A), and the applicant will be required to go before the Design Review Committee for approval of the proposed renovations to the property.

<u>Notification</u>: In accordance with the Zoning Regulations, property owners within 300 feet of the site were notified of this request. Also in accordance with the Regulations, a public hearing notice has been placed in the *Examiner-Enterprise*. At the time of writing of this staff report, one surrounding property owner had contacted staff for information on the applicant's request but did not express opposition.

CITY BOARD OF ADJUSTMENT ACTION:

A public hearing to consider this request for the Extension of a Non-Conforming Use has been scheduled before the City Board of Adjustment on Thursday, May 24, 2007. The Board is requested to hold this public hearing and take action on this request.

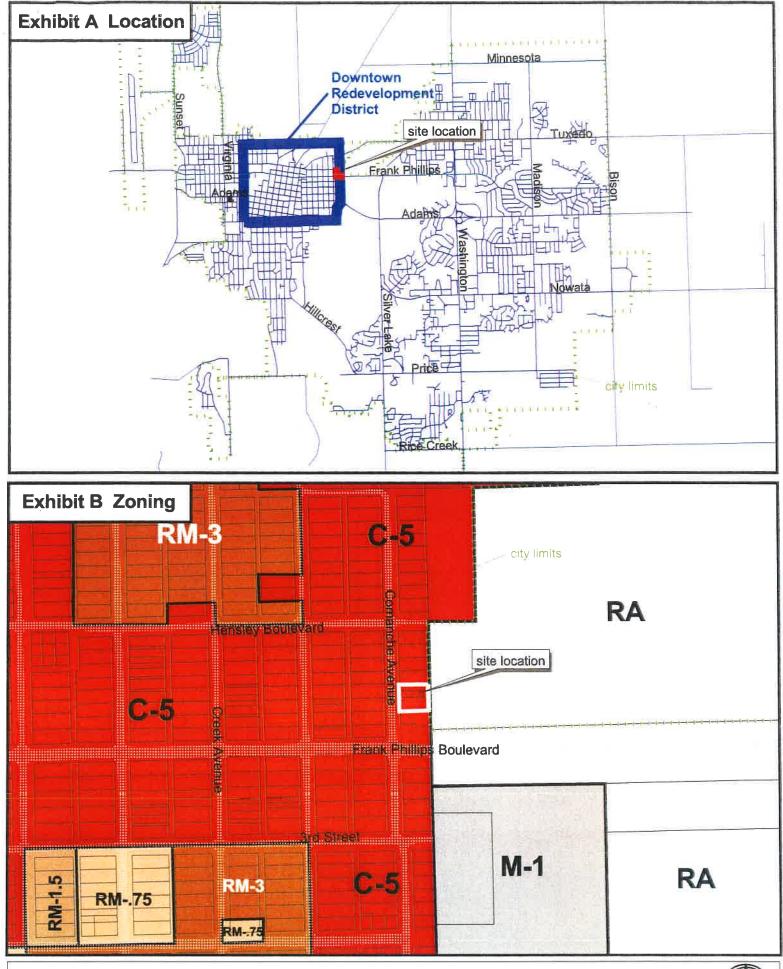
This request is similar to a Variance and must meet the hardship criteria of a Variance in order for the Board to grant approval. In accordance with Section 10.4432 of the Zoning Regulations, the Board of Adjustment may grant a Variance only upon a finding that:

- 1. That the granting of the permit will not be contrary to the public interest.
- 2. That the literal enforcement of the ordinance will result in unnecessary hardship.
- 3. That by granting the permit contrary to the provision of the ordinance, the spirit of the ordinance will be observed; that is, the intent of the law is not violated.
- 4. That by granting the permit substantial justice will be done; that is, the variance will not work a hardship on property around the applicant.

The applicant has provided supplemental information (attached) to address the criteria for the granting of a variance.

Should the Board of Adjustment elect to approve the applicant's request for Extension of a Non-Conforming Use, staff recommends that it be with the following conditions:

- 1. The applicant shall provide a solid wood privacy fence along Comanche Avenue;
- 2. The applicant shall obtain approval of a floodplain development permit prior to issuance of a building permit; and
- 3. The applicant shall obtain approval of the Design Review Committee prior to issuance of a building permit.



Exhibits A & B Location & Zoning

not to scale



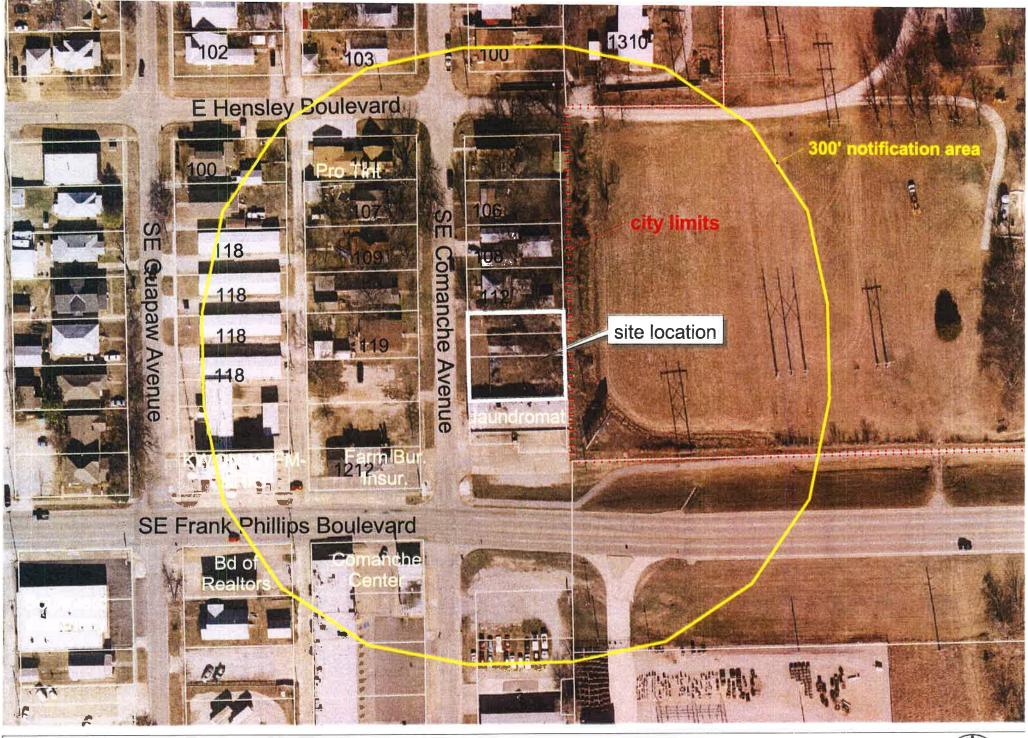
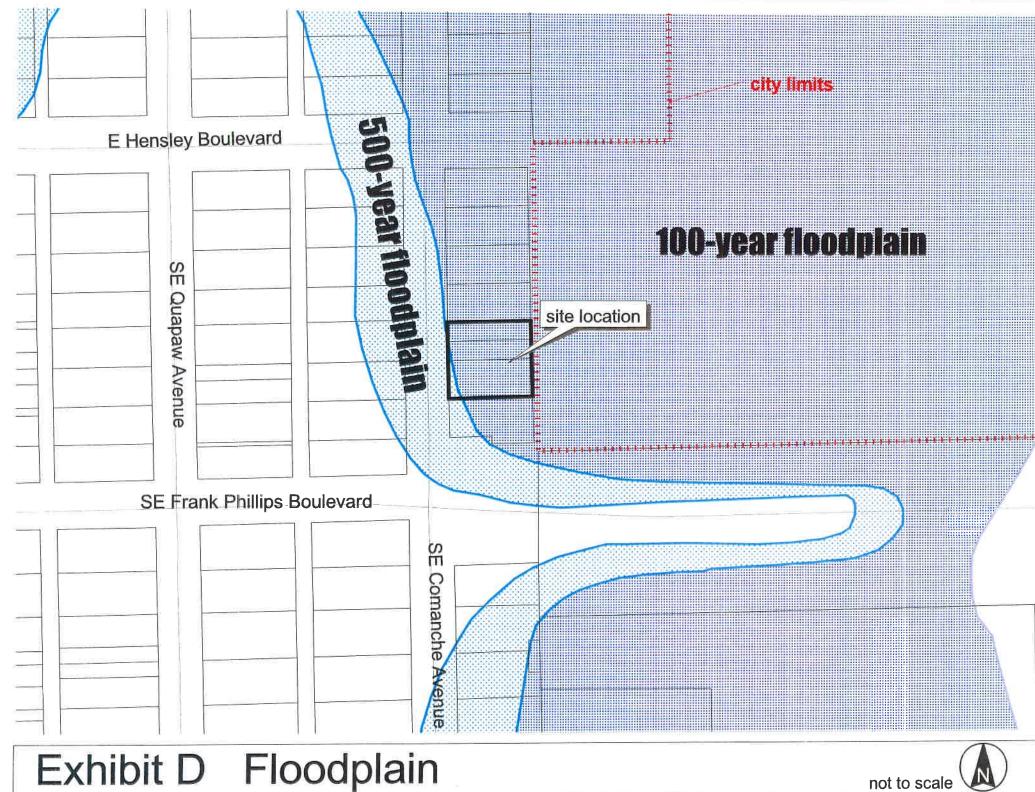


Exhibit C Aerial Photograph

aerials flown Dec. 2006 not to scale





not to scale

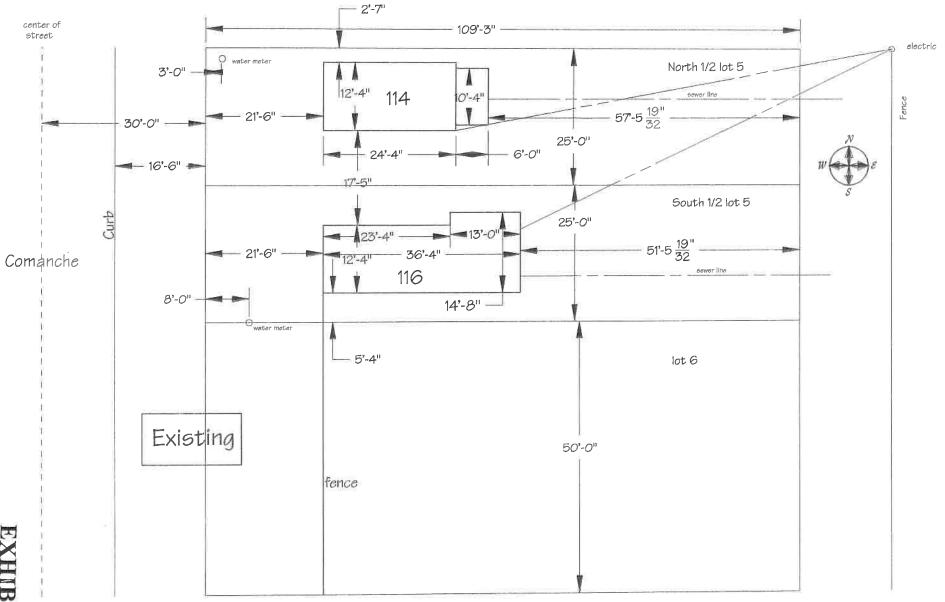
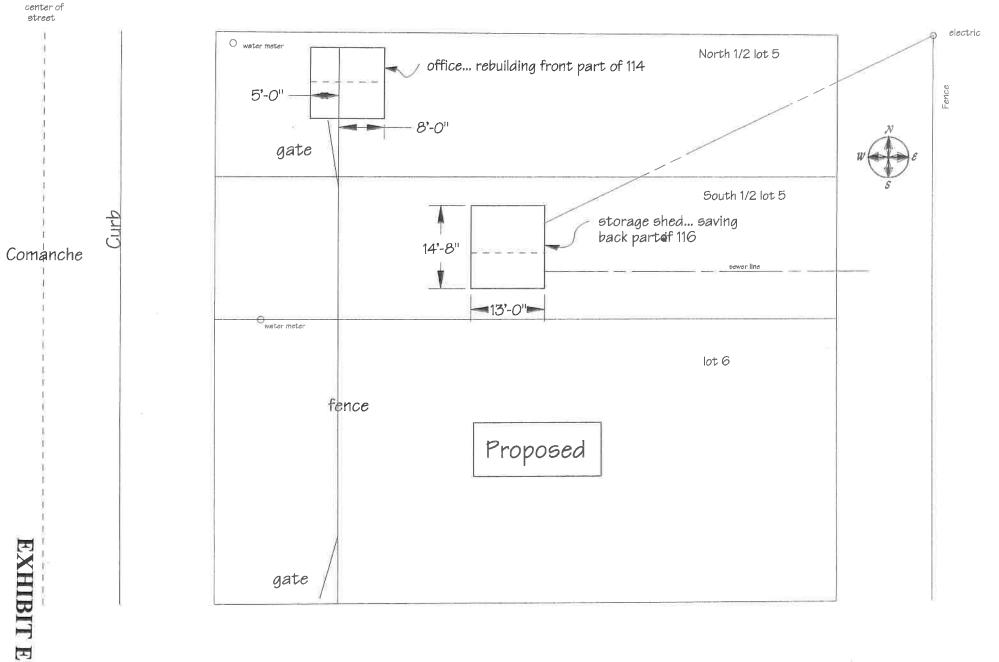
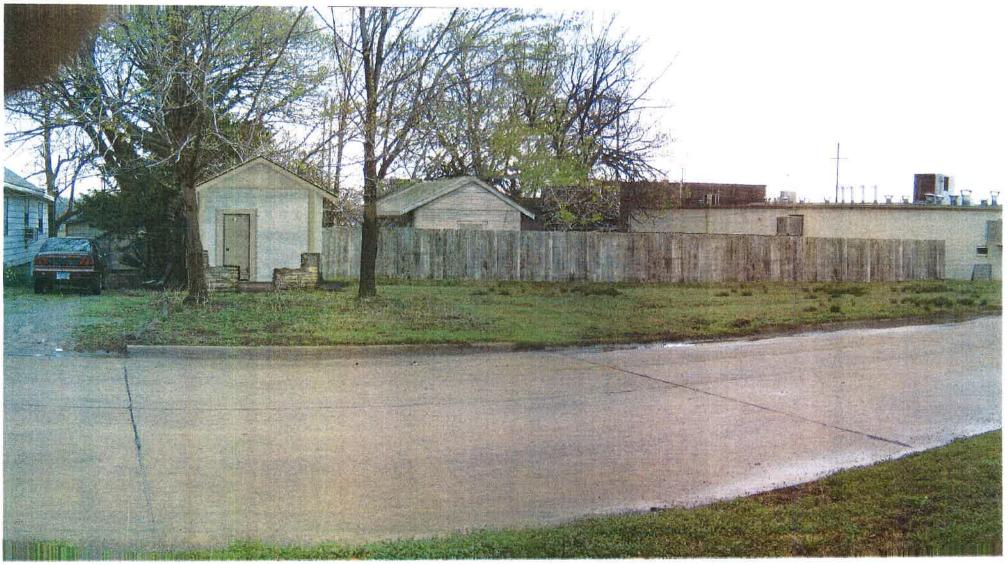


EXHIBIT E







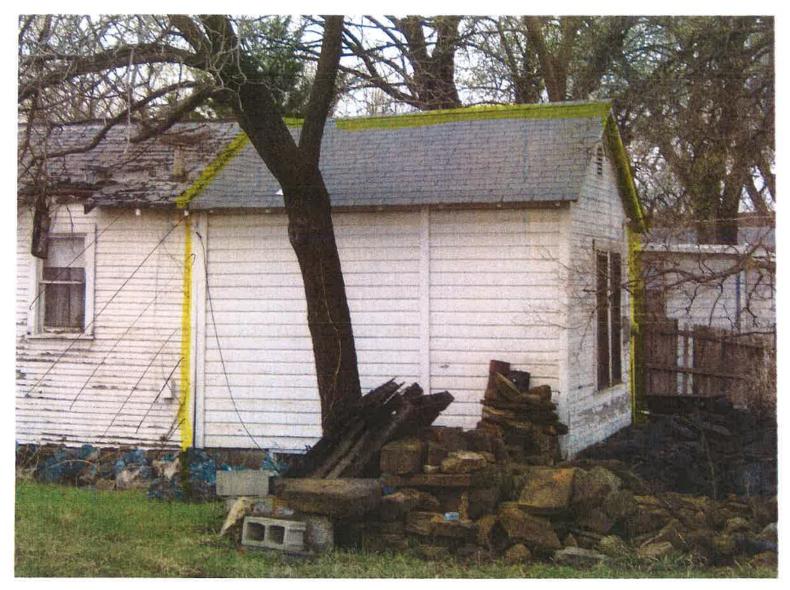


PRO POSED



FRONT PART OF 114 TO BE PREBUILT





PART of 116 to BE SAVED FOR SHED

EXHIBIT E

Points and Criteria for Request

It is necessary to my business to have a place to store things.

In stonework, one never uses up the stone to the last stone. It is largely a game of possibilities, and the more possibilities one has to choose from, the better it goes. It is necessary to have considerable extra stone to maintain an acceptable amount of choice up to the completion of the job. There is always, ideally, quite a bit left over which needs to be removed from the jobsite, and which would be perfectly usable on another job if one had a place to put it. The alternative is to dump it, which would be considerable waste and additional expense... enough to make continuing business difficult.

Another advantage is that it facilitates purchasing or obtaining materials when they are available (when the opportunity arises) for later use.

This also enables buying full load quantities (which is the only practical way to purchase stone usually) for smaller jobs without waste as any leftover will be used eventually.

Also I use it as a staging area sometimes, as often when working in an already established landscape there is no place to dump a full load of stone or dirt or gravel.

This property is fairly centrally located and works well for my purposes.

I've used this property for the same thing for over 20 years. This has been no secret from the city or anyone else in the area.

I have probably \$10,000 or so invested in the materials that are there now... time and money. With the equipment I have (plus I'd need to rent another forklift and get someone to run it) It would take about 3 weeks full time to move what I have there to somewhere else.... if I had someplace else to put it... which I don't, and if I could go 3 weeks without a paycheck, which I couldn't at the moment, let alone the direct costs, let alone what else needs to be done there, such as the houses and fencing, which seems more important.

The property is well screened from the south by the laundry, which is right on the south property line and nearly the full length of it. The lady on the north has a privacy fence which screens the property from her view, which is in need of work at the moment. I have told her that it was my turn to rebuild it this time and am in progress. I have a privacy fence in front (which I will extend and modify to satisfy the cities current opinion of what's acceptable). The only residentially zoned property nearby is to the east. This property is zoned RA, but it is an open field. It is also deep in the flood plain. There are no residences there and never will be. I am considering some screening perhaps on the east side as there is some visibility from Frank Phillips on out toward the bridge, if one looks at the right moment in the winter when the trees are bare. This is mostly taken care of in the summer when the leaves are on. Also there is some question on the rear property line and where a fence could be built. I am working to resolve this now.

It is unlikely that more than a very few would ever notice the usage of the property without actually entering the property even without screening on the east side... and kept in reasonable order, the view should not be that bad at worst.

EXHIBIT E

The houses and the fencing are the main things in the public view and important to the public interest. See the pictures and drawings for present and proposed views of the property. I would much rather spend my time and resources on this rather than trying to move a lot of stuff that I have no other place for and trying to continue in business without a place to store things.



Community Development Department

..... PRESERVING THE PAST; PLANNING THE FUTURE

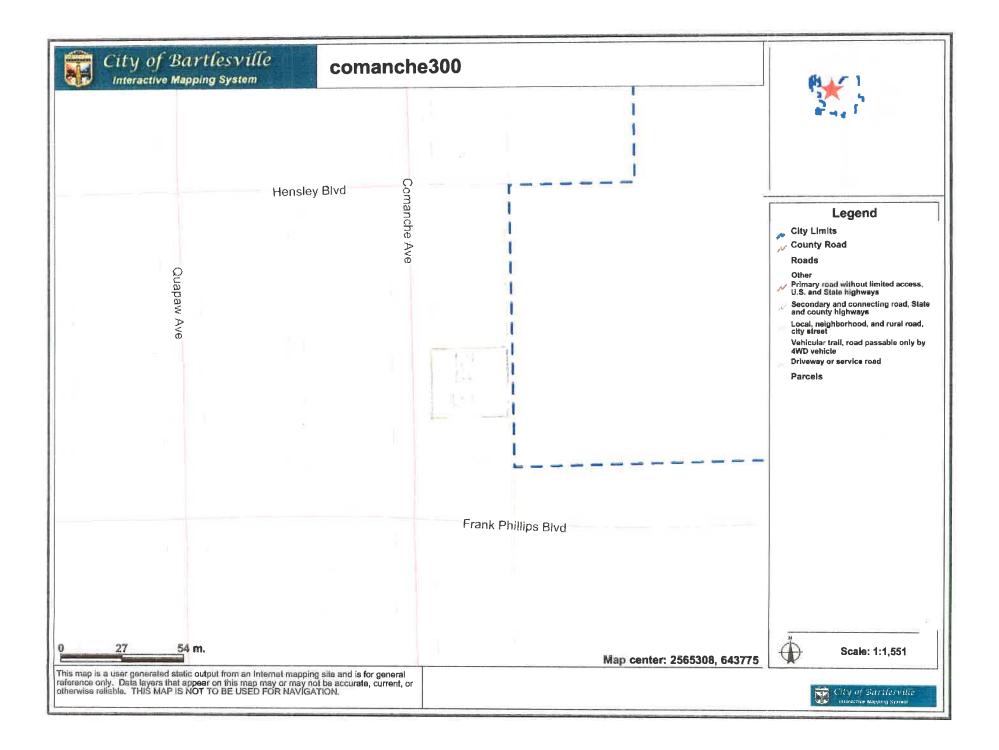
APPLICATION FOR EXTENSION OF NON-CONFORMING USE

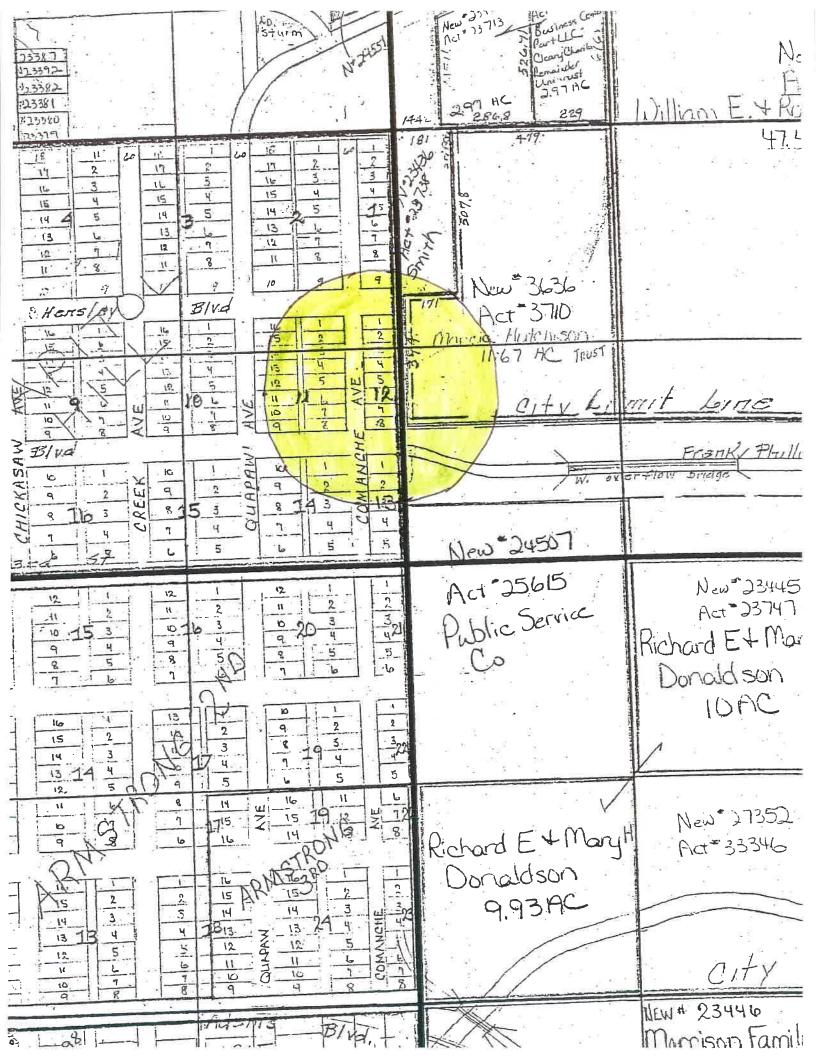
Case No.: Beh 07-10-V			
Date Received:			
Hearing Date: 5-24-07			
Schedule Public Hearing for: City BOA 🖾 County BOA 🗖			
Zoning District:			

NAME OF APPLICANT:	_ Daytime Phone: <u>7183276</u> 56
Address of Applicant: 100 Theresa Lane, Bartlesville,	OR 14006
Location of property for which Extension of Non-Conforming Use is reques description): <u>114 & 116 S. Comanche, Barllesville</u> LOT GE LOT & Capitol Hill addition, Barllesville	74603
Reason Non-Conforming Use is Needed: to continue and exage	d husiness

The following items are attached:		Attached
1.	Application fee of \$50.00	
2.	Supplemental information – Points and Criteria for Request	Ξ
3.	Plot Plan – Vicinity sketch	\boxtimes
4.	List of names and address of all property owners within 300-feet of the perimeter boundary of the property	X
5.	Self-stick mailing labels, either typed or legibly printed, of names and addresses of all property owners within 300-feet of the perimeter boundary of the property	[X]
6.	Surrounding Property Owner Certification (if applicable)	

SIGNED (Applicant):







BOA CASE NUMBER BOA 07-10-V
BOA HEARING DATE: 5-24-07
BOA ACTION: Approved w/cond.
VOTE: <u>5-0</u>
1. The applicant shall provide a solid wood privacy fence along Comanche Avenue; 2. The applicant shall obtain approval of a floodplain development permit prior to issuance of a building permit; and 3. The applicant shall obtain approval of the Design Review Committee prior to issuance of a building permit.
Date public hearing notice published: Date public hearing notice mailed to property owners:
Receivables: Date Received: Application <u>4-24-07</u> Fee \$ 50

Fee <u>\$ 50</u> Site Plan Labels

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Copy of Check REDACTED

THE CITY OF **B**ARTLESVILLE 401 South Johnstone Avenue Bartlesville, Oklahoma 74003

BARTLESVILLE

www.cityofbartlesville.org

Department of Community Development

April 30, 2007

Brad Purvis 100 Theresa Lane Bartlesville, OK 74006

RE: CASE NO. BOA-07-010-V – A PUBLIC HEARING TO CONSIDER AND TAKE ACTION ON AN APPLICATION FROM BRAD PURVIS FOR AN EXTENSION OF A NON-CONFORMING USE TO ALLOW THE ALTERATION AND EXPANSION OF A CONTRACTOR'S YARD ON PROPERTY IN A C-5 ZONING DISTRICT LOCATED AT 114 AND 116 S. COMANCHE, LEGALLY DESCRIBED AS LOTS 5 AND 6, BLOCK 12, CAPITOL HILL ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

Dear Mr. Purvis:

Your application as referenced above is scheduled for consideration by the City Board of Adjustment at the regular meeting of May 24, 2007. The Board of Adjustment meets at 5:00 p.m. in the City Council Room, at City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma.

It is a policy of the Board of Adjustment that the applicant or an authorized representative must be present at the meeting in order for the application to be considered. Please note the date and time on your calendar. I look forward to seeing you at the meeting on May 24^{th} .

If you have any questions, please contact me at 338-4243.

Sincerely,

Nancy E. Wade, CFM Assistant City Planner & Secretary to the City Board of Adjustment

NEW/jg

(Published in the Bartlesville, (Okla.) Examiner-Enterprise on Sunday, May 13, 2007)

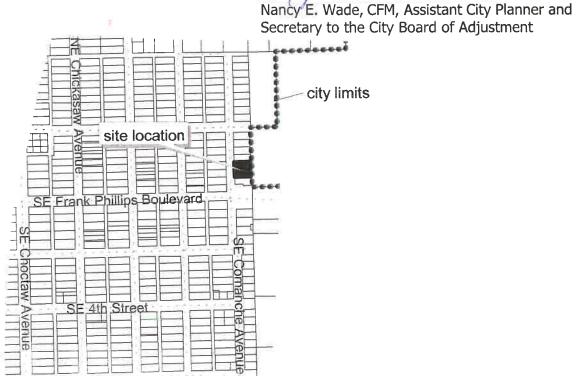
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Board of Adjustment will hold a public hearing on the 24th day of May 2007, at 5:00 p.m. in the City Council Room, City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma, and at said time will consider the following application(s):

CASE NO. BOA-07-010-V – A PUBLIC HEARING TO CONSIDER AND TAKE ACTION ON AN APPLICATION FROM BRAD PURVIS FOR AN EXTENSION OF A NON-CONFORMING USE TO ALLOW THE ALTERATION AND EXPANSION OF A CONTRACTOR'S YARD ON PROPERTY IN A C-5 ZONING DISTRICT LOCATED AT 114 AND 116 S. COMANCHE, LEGALLY DESCRIBED AS LOTS 5 AND 6, BLOCK 12, CAPITOL HILL ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

The application(s) may be examined and inspected at the office of the Secretary to the City Board of Adjustment, Community Development Department, City of Bartlesville, City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma, during business hours on any business day.

All interested persons are invited and encouraged to attend this meeting.



AFFIDAVIT OF MAILING BY THE CITY OF BARTLESVILLE

Application No. BOA-07-10-V

Name of Applicant/ Agent: Brad Purvis

I, Janie Gordon, an employee of the City of Bartlesville, Oklahoma, do hereby certify that on the 9th day of May <u>2007</u>, "Notice of Public Hearing" was mailed to all known owners of property within 300 feet of the following described real estate situated in Washington County, State of Oklahoma, to-wit:

NOTICE IS HEREBY GIVEN that the City Board of Adjustment will hold a public hearing on the 24th day of May, 2007, at 5:00 p.m. in the City Council Room, City Center Building, 401 S. Johnstone Avenue, Bartlesville, Oklahoma, and at said time will consider the following application:

CASE NO. BOA-07-010-V – A PUBLIC HEARING TO CONSIDER AND TAKE ACTION ON AN APPLICATION FROM BRAD PURVIS FOR AN EXTENSION OF A NON-CONFORMING USE TO ALLOW THE ALTERATION AND EXPANSION OF A CONTRACTOR'S YARD ON PROPERTY IN A C-5 ZONING DISTRICT LOCATED AT 114 AND 116 S. COMANCHE, LEGALLY DESCRIBED AS LOTS 5 AND 6, BLOCK 12, CAPITOL HILL ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

All interested persons are invited to attend the meeting.

And that a copy of the notice mailed is attached hereto and made a part hereof; that a list of the names and addresses of such owners to whom such notice was mailed is attached hereto and made a part hereof, which list of property owners was provided by the applicant/agent or taken from the records of the County Treasurer, Washington County, Oklahoma.

Gordon

Janie Gordon

Robinson, James S/C Stone Invest. 100 NE Comanche Ave. Bartlesville, OK 74003

Peres, Laura Ann 427 SE Creek Ave. Bartlesville, OK 74003

Bruno, Joseph T Jr. 119 SE Comanche Ave. Bartlesville, OK 74003

Potter, Kevin M & Dorea S 2301 SE Rice Creek Rd. Bartlesville, OK 74006

Deal, Floyd & Pearl P O Box 3454 Bartlesville, OK 74006

Little, Dale: John Williams 302 S Ponca Ave. Dewey, OK 74029

M & L Development LLC 314 Ridgecrest Ct. Bartlesville, OK 74006

Boulevard Pharmacy Inc. 1117 E Frank Phillips Blvd. Bartlesville, OK 74003

Hutchison, Marcia Trust 1400 Hensley Blvd. Bartlesville, OK 74003

50A-01-10-V

Dizmang LLC 1510 SE Pecan Place Bartlesville, OK 74003

Splinter, Lois L. Trust 115 SE Comanche Ave. Bartlesville, OK 74003

Washington County Farm 1212 SE Frank Phillips Blvd. Bartlesville, OK 74003

Benson Southside Car Wash Inc. 3434 SE Kentucky Place Bartlesville, OK 74006

Aranda, Alfonso & Victorina 100 SE Quapaw Ave. Bartlesville, OK 74003

Cannan, Ellen L/E 108 SE Comanche Ave. Bartlesville, OK 74003

Moore, Bruce L & Patricia A 1705 W 2nd Street Bartlesville, OK 74003

Bartlesville Board of 1201 SE Frank Phillips Blvd. Bartlesville, OK 74003 Hartness, Andrew: Alice Snell 301 NE Katherine Bartlesville, OK 74006

Reddell, Shirley 115 SE Comanche Ave. Bartlesville, OK 74003

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

La Crone, Anthony L & Kimberly A 1312 SE Evergreen Dr. Bartlesville, OK 74006

Page, Terry E & Lilian G 14494 N 3964 Dr. Dewey, OK 74029

Bowler, Pearl 112 SE Comanche Ave. Bartlesville, OK 74003

Webster, D L 1706 Skyline Dr. Bartlesville, OK 74006

Smith, Kiera F 1310 E Hensley Blvd. Bartlesville, OK 74003



PRESERVING THE PAST; PLANNING THE FUTURE

SURROUNDING PROPERTY OWNER CERTIFICATION

STATE OF OKLAHOMA

SS

WASHINGTON COUNTY

That the attached is a complete and correct list of property owners within 300-feet of the property described below as reflected by the tax rolls in the office of the County Treasurer for Washington County, Oklahoma and the last recorded conveyance in the office of the County Clerk for Washington County, Oklahoma

Dated at Bartlesville, Oklahoma this 24 day of APRILE, _____.

Typed or Printed Name

Legal description of property:

546 BLOCK 12 Capiton Him Addition BARTIBUILE, WASHINGTON COUNTY, OK

THE CITY OF BARTLESVILLE 401 South Johnstone Avenue Bartlesville, Oklahoma 74003

BARTLESVILLE

www.cityofbartlesville.org

Department of Community Development

May 25, 2007

Brad Purvis 100 Theresa Lane Bartlesville, OK 74006

RE: **CASE NO. BOA-07-10-V** – A PUBLIC HEARING TO CONSIDER AND TAKE ACTION ON AN APPLICATION FROM BRAD PURVIS FOR AN EXTENSION OF A NON-CONFORMING USE TO ALLOW THE ALTERATION AND EXPANSION OF A CONTRACTOR'S YARD ON PROPERTY IN A C-5 ZONING DISTRICT LOCATED AT 114 AND 116 S. COMANCHE, LEGALLY DESCRIBED AS LOTS 5 AND 6, BLOCK 12, CAPITOL HILL ADDITION, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

Dear Mr. Purvis:

This letter is provided as your official notification that the above-referenced application for a Variance was considered by the City Board of Adjustment at their regular meeting of May 24, 2007. After conducting a public hearing and giving full consideration to your request, the application passed unanimously by a vote of 5-0, with the following Staff recommendations:

- 1. The applicant shall provide a solid wood privacy fence along Comanche Avenue;
- 2. The applicant shall obtain approval of a floodplain development permit prior to issuance of a building permit; and
- 3. The applicant shall obtain approval of the Design Review Committee prior to issuance of a building permit.

If you have any questions or need further information, please contact me at 338-4238.

Sincerely,

Nancý Wade, C.F.M. Asst. City Planner and Secretary to the Board of Adjustment

NEW/jg

cc: Steve Walters

EXHIBIT H

Printed: 5/22/2025

Permit Record Report

Page 1 of 3

_

		Permit Number:	BP200	7-267		
Parcel Num	ber:		Add	ress:		
Applicant:	Brad Purvis		Aj	oplicant Ro	ole: Owner	
Address:	114 South Co BARTLESVIL	manche LE, OK 74005				
	Status: Appro	ved	On I	Hold By:		
Application	•	7/10/2007 7/4/2008 1/6/2008	Last Edit Date: 7/10/2007 Last Edited By: Inspector, Steve Walters			Steve Walters
	s and Condition	ons:				
Owners: Name:				Purchase	e Date:	
Contractor	s:					
Name: OWNER		Type: Owner		Loca OWN	a l Phone: NER	Primary ☑
Materials:						
Туре	2		Rate	Units		Value
				То	tal Value:	
Fees and F	Receipts:					
Number FEE2007-2	2122 Sto	Description rage building/tie downs				Amount \$20.00
			Tot	tal Fees:		\$20.00
RCPT2009	9-1330			_		\$20.00
			Total Receipts: \$20.00		\$20.00	
Inspection	Schedule:					
Туре:		Request Date:	Request	ed By:	S	tatus:
Inspection						
Inspect	tion # Typ	06	Pass? □	Date	Inspec	tor

EXHIBIT I

Reasons for Dilapidation

Based off of the Current Municipal Code for Dilapidation I believe the Structure is Dilapidated for 2 Main Reasons.

1. **Structural (Foundation)** In the pictures provided you can Clearly see the structural damage of the stem wall and in turn the outside walls of the structure. All 4 sides have a **Significant** structural lean and separation from the baseboards and the exterior walls. Much of this is due to the Tree growing into and around the foundation. This has caused the structural walls to bow inward on the north side and be pushed out on the south side. This has also led the structure to not only separate, but be pushed off the stem wall about 6 to 8 inches on the south side. This **HAS** affected the stability of the structure presently and will continue to do more damage in the future as the tree grows. In Addition to this, Mr. Purvises own statement mentions that the structure "wasn't set on much footing and has settled over the years". This settling and further lack of structural support confirms my evaluation of structural dilapidation.

2. (Hazard to the General Health and Safety of the Community)

As stated in our Municipal code (Section 11-4(G4) and 11-4(D1), a structure causing or permitting to cause the endangerment the health, safety, life, limb or property, or cause any hurt, harm, inconvenience, discomfort, damage, or injury to any one (1) or more individuals in the city, in any one (1) or more of the following particular: a) by reason of being a menace, threat, and/or hazard to the general health and safety of the community, is a qualification for dilapidation. Myself, the police department and the fire department have been inundated with complaints stemming from homeless incidents at the property and in turn the laundry matt next door. This has been a considerable drain on city resources that could be used else ware. I have personally responded to about 10-15 complaint over the past 3 months due to the Homeless coming and going from the property and trashing it out. Almost every time I have been called out to the property on complaints the homeless were either in or loitering around the structure. Mr. Pervis has worked with

us on this issue several times over the years. He does not want the homeless there either. Unfortunately the reality of the situation is that due to the location of the structure and the nature of the area there is a never ending stream of homeless that have camped in and around the structure. It has gotten so bad in the area that the manager of the Bubbles Laundromat next door has had to close there bathroom because of the damage the homeless have caused. I believe the Structure and the Fence in front of it both play a Key factor in this. Many neighbors have also complained that the homeless, loitering occupying and otherwards inhabiting the structure, have on multiple occasions stolen things from there property. For these reasons I believe the structure to be a main contributor in adversely affecting the Health and Safety of the Community around it. It is my opinion based on several years of Code Enforcement work on the property, that the Community and Businesses in the area would **SIGNIFICANTLY** improve, and benefit from, the Removal of the Structure. Background and comments for the case.

3/5/2025 I Investigated this Property on a Complaint of Trash, Junk & Rubbish from Homeless on the Property, Living in a Dilapidated Structure without water, Which i Found to be Valid. I Made contact with several individuals on the Property and Warned them there was no one allowed on the Property. I Will Mail and Post this Order on 3/11/2025.

NSO Hawe

3/6/2025 Lisa Davidson Calls on a Complaint of Homeless behind the Laundry Matt screaming and fighting. Police were called.

3/7/2025 I Recieved a Call from Andrew Hartness. Homeless Coming and Going from the Property.

3/10/2025 I Recieved a Complaint of Homeless Pooping on the Property. Police and Fire were Called to the Property to put out a Fire caused by the Homeless.

- NSO Hawe

3/24/2025 I Seen the Violations to Still be Occurring. I Will Mail and Post this Order on 3/25/2025. A Hearing will be set for 4/23/2025.

NSO Hawe





Incident Report

Bartlesville Police Department Print Date/Time: 05/06/2025 09:42 **ORI Number:** OK0740100 Login ID: cob\adernest Incident: 2025-00008400 DISTURBANCE Incident Date/Time: 3/5/2025 8:42:50 AM Incident Type: Location: 101 SE COMANCHE AVE Venue: BARTLESVILLE Bartlesville 74003 Phone Number: (918)440-5135 Source: PHONE **Report Required:** Priority: 2-MEDIUM Yes Prior Hazards: Status: In Progress No LE Case Number: Nature of Call: 2025-00008400 Unit/Personnel Unit Personnel B26 1104-Bowers B29 1116-Butters Person(s) Sex DOB No. Role Name Address Phone Race 1 CALLER RICH, SARAH ELANE HOMELESS White Female 12/08/2004 Bartlesville OK 74003 12/08/2004 CALLER RICH, SARAH Female 2 (918)440-5135 3 CALLER andrew Vehicle(s) Role Туре Year Make Model Color License State Disposition(s) Disposition Count Date/Time FI 03/05/2025 09:16 1 ARREST 1 03/05/2025 09:16 REPORT TAKEN 03/05/2025 09:16 1 Property Code Date Make Model Description Tag No. Item No. Туре

CAD Narrative

03/05/2025 : 08:59:16 cob/vwbutters Narrative: 97 COUNTY ENDING MILAGE 6530

03/05/2025 : 08:45:15 cob\tayates Narrative: code enforcement just made them leave house behind bubbas bubbles

03/05/2025 : 08:44:53 cob\tayates Narrative: between the radio station and pro tint

03/05/2025 : 08:44:39 cob\tayates Narrative: they are in the alley now

03/05/2025 : 08:44:35 cob\tayates Narrative: have dog with them

03/05/2025 : 08:44:30 cob\tayates Narrative: female wearing pinkish top

03/05/2025 : 08:44:12 cob\tayates Narrative: w/m and w/f, male wearing tan hooded jacket

03/05/2025 : 08:43:46 cob\tayates Narrative: people fighting in front of pro tint

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Incident Number 2025-00000936-BFDOK-	Incident Date	NFIRS Number 0000971	Incident Typ (151) - Out	e Islde rubbish, trash or w	aste fire
FDID 74001	Station Station 1/Central/Investigation U	nit	Shift A Shift	District Zone 0	i
nitial Dispatch Code					
larms Working Fire?	COVID-19 was a factor	Critical	Incident	Critical Incident Team	۶.
emporary Resident Involve	ment				
Hazardous Materials Releas	2d				
Action Taken 1 (86) - Investigate					
AID		Con Resident			
Aid Given/Received (N) - None					
LOCATION					
Location Type (1) - Street address					
Address 114 SE Comanche, Bartle	sville, Oklahoma, 74003				
Cross Street, USNG, or Direc	tions		Latitude	Longitude	Census Tract
Detector Alerted Occupant					
	ling	-0	Mixed Use		
Property Use	ling		Mixed Use		
Property Use (419) - 1 or 2 family dwe TIMES	lling Dispatch Notified Time				
Property Use (419) - 1 or 2 family dwe			Time		

Total On Scene Time 0 hrs 4 mins 0 sec		Total Incident Time 0 hrs 6 mins 0 sec			
Counts Include Aid Received?					
Suppression:	EMS:		Other:		
Apparatus Personnei		ersonnel	Apparatus	Personnel	
1 4	0	0	0	0	
LOSS					
Property:		Content:			
Estimated Property Losses		Estimated Co	ntent Losses		
\$None		\$None			
Estimated Property Value		Estimated Co	ntent Value		
\$None		\$None			
B PERSON/OWNER					
AUTHORIZATION					
Report Writer:					
Name	Employee N	lumber		Assignment	Authorization Date
HOWARD, BRETT	3957			Captain	03/08/2025
Officer in Charge:					
	Employee N	lumber		Assignment	Authorization Date
Name HOWARD, BRETT	3957	QUIDEI		Captain	03/08/2025
					2
Quality Control:		Dete			
Name	Authorizati	on Date			
3		-			
INCIDENT NARRATIVE					
Arrived on scene to find a sm	all loof oile humaing	T Had the oers	on there put s	ome water on it and out it o	at Back in service.
Created By HOWARD SPETT	Man lear prie borning	5. 1100 are pers	on allere para		
🙆 Unit Reports					
-1					
Use	Responding	g From			Priority
(1) - Suppression	Station	511011			
Response Delays					
Dispatch Time	Enroute Tir	me		Arrival Time 11:02:00, 03/08/2025	

ul

E-1

At Patient Time

Actions Taken:

investigate

Personnel

BRETT HOWARD, CHAD MARSHALL, JOHN SCHMIDT, COLBY WILLIAMS

Clear Time

11:06:00, 03/08/2025

In District Time

EXHIBIT K

Date	Timeline of Events—116 S. Comanche Ave. Event
9/25/1998	Mr. Purvis acquires property
5/24/2007	Board of Adjustment variance granted for continuing
	nonconforming use, contractor's yard
7/10/2007	Building Permit filed for storage building/tie downs
3/5/2025	Code Enforcement investigated 114 S. Comanche Ave on a
	complaint of trash, junk& rubbish from homeless persons on the
	property; people living in a dilapidated structure without water;
	Police called to site
3/6/2025	Neighboring Laundromat calls on a complaint of homeless persons behind the laundromat screaming fighting
	Police called to the site
3/7/2025	Code Enforcement receives complaint of homeless persons coming
	and going from the property
3/8/2025	Fire Dept called to site for leaf fire in yard
3/10/2025	Code Enforcement receives complaint of homeless persons
	defecating on the property.
	Police called.
	Fire Dept. called for fire on the property started by homeless occupants, leaf fire.
3/11/2025	Courtesy Notice of Violation mailed and posted on property
3/24/2025	Code Enforcement inspects property again, violations still
	occurring.
3/25/2025	Notice of Violation mailed and posted on property
4/23/2025	Hearing Date; Hearing Examiner issues Abatement Order, orders
	demolition and removal of dilapidated structure in 30 days:
	Commencement Date: 4/25/2025; Completion Date: 5/25/2025
4/24/2025	Notice of Dilapidation and Lien filed
5/1/2025	Mr. Purvis files appeal of Abatement Order
6/2/2025	Date of Appeal at City Council

5/23/25, 5:01 AM



EXHIBIT L



116 S Comanche Ave



Property Card



5/23/25, 5:01 AM

General Details

Field	Value
Address	116 S COMANCHE AVE
City	Bartlesville
State	ОК
Zipcode	74003
Section	0
Township	0
Range	0
Account Num	740010438
Parcel Num	010053-012005-000000-01
Square Feet	0
Lot (Acres)	1
Millage Rate	120.09
Description	I-30 BARTLESVILLE (TIF2)
School District	S030

Assessment Details

Field	Value
Last Update	5/9/2025
Land Value	\$2,580
Improvement Value	\$620
Total Capped	\$3,200
Taxable Market Value	\$3,200
Mobile Home	\$O
Gross Assessed Value	\$384
Exemptions	N/A
Net Assessed Value	\$384

Property Card

Legal Description

Field	Value
Legal Description	S 1/2 LOT 5 BLK 12 CAPITOL HILL

Owner

Owner's Name	Address	City	State		
Purvis, Brad D & Von C		100 Ne Teresa Ln	Bartlesville	100 NE TERESA LN	74003

Buildings

Building 1

General				
Туре	Land			
Style	null			
Total Sq. Feet	0			
Year Built	0			
Bedrooms	0			
Bathrooms	0			

Details				
Quality	0			
Condition	0			
Exterior Wall	null			
Foundation	null			
Roof	null			
Roof Material	null			
HVAC	null			

Sales History

Recorded Date	Book Page	Deed	Grantor	Grantee	Sale Amount
9/25/1998	917 2126	QUIT CLAIM DEED	Etter, Dorothy Saunders Trust	Purvis, Brad D & Von C	\$8,000
2/17/1994	879 1096	GENERAL WARRANTY DEED	Saunders, Dorothy	Etter, Dorothy Saunders Trust	\$0

Misc Improvements

Description	Size	Year
Open Frame Porch	48	0

Yard Items

Description	Dimensions	Length	Width	Quality	Condition	Totalunits	Yearin
Yard Shed - Wood	12x16x0	16	12	2	2	192	0

Land

Soil Code	Use Code	Description	LPI	AG Use Value	Acres	

Tax Info

Year	Appraised Land Value	Appraised Improvement Value	Total Capped Value	Gross Assessed Value	Exemptions	Net Assessed Value	Total Billed
2024	\$2,580	\$550	\$3,130	\$376	\$O	\$376	\$45
2023	\$2,580	\$406	\$2,986	\$359	\$O	\$359	\$43
2022	\$2,580	\$264	\$2,844	\$342	\$O	\$342	\$41
2021	\$2,580	\$129	\$2,709	\$325	\$O	\$325	\$38
2020	\$2,580	\$O	\$2,580	\$310	\$O	\$310	\$37
2019	\$2,580	\$O	\$2,580	\$310	\$O	\$310	\$37
2018	\$2,580	\$O	\$2,580	\$310	\$O	\$310	\$37
2017	\$2,580	\$O	\$2,580	\$310	\$O	\$310	\$38
2016	\$2,710	\$1,400	\$4,110	\$493	\$O	\$493	\$57
2015	\$2,710	\$1,400	\$4,110	\$493	\$O	\$493	\$57
View more	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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COURTESY NOTICE OF VIOLATION REQUEST FOR VOLUNTARY COMPLIANCE City of Bartlesville, Oklahoma Neighborhood Services Department 401 S. Johnstone Ave., Bartlesville, OK 74003

COURTESY NOTICE OF VIOLATION

03/11/2025

CASE NO: DS-0325-0378

Owner of Record: PURVIS, BRAD D & VON C 100 NE TERESA LN BARTLESVILLE, OK 74003-0000

Property Location: 116 S COMANCHE AVE

Legal Description: S 1/2 LOT 5 BLK 12 CAPITOL HILL, Bartlesville, Washington County, Oklahoma

This is an notice to advise you that a violation of the City's Code of Ordinances has been found on your property as a result o an inspection on 03/10/2025. Please make corrections as identified below within ten (10) days from the date of this letter to avoid further action. A re-inspection will be made by our office to validate compliance.

Code # / Violation:	structure or any part of any of the aforesaid; or any tree, pole, smokestack; or any excavation, hole, pit, basement, cellar, sidewalk, subspace, dock, or loading dock; or any lot, land, yard, premises or location which in its entirety, or in any part thereof, by reason of the condition in which the same is found or permitted to be or remain, shall or may endanger the health, safety, life, limb or property, or cause any hurt, harm, inconvenience, discomfort, damage, or injury to any one (1) or more individuals in the city, in any one (1) or more of the following particular: a) by reason of being a menace, threat, and/or hazard to the general health and safety of the community; b) by reason of being a fire hazard; c) by reason of being unsafe for occupancy, or use on, in, upon, about or around the aforesaid property; d) by reason of lack of sufficient or adequate maintenance of the property in the immediate vicinity to such an extent that it is harmful to the community in which such property is situated or such condition exists. Any fence, wall, shed, deck, house, garage, building, structure or any part of any of the aforesaid; or any tree, pole, smokestack; or any lot, land, yard, premises or location which in its entirety, or in any part thereof, by reason of the condition in which the same is found or permitted to be or remain, shall or may endanger the health, safety, life, limb or property, or cause any hurt, harm, inconvenience, discomfort, damage, or injury to any one (1) or more individuals in the city, in any one (1) or more of the following particular: a) by reason of being a menace, threat, and/or hazard to the general health and safety of the community; b) by reason of being a fire hazard; c) by reason of being unsafe for occupancy, or use on, in, upon, about or around the aforesaid property; d) by reason of lack of sufficient or adequate maintenance of the property in the immediate vicinity to such an extent that it is harmful to the community harm, inconvenience, discomfort, damage, or injury to an
Corrective Action:	Dilapidated/Unsecure Structure Must be Removed
Code # / Violation:	Municipal Code Sec. 11-4(D1), Any dangerous, deteriorated, abandoned, partially destroyed or unfinished building, addition, appendage or other structure, or any building in violation of the codes as adopted by the city, and any vacated or abandoned building not securely closed at all times, compliant with the International Property Maintenance Code as adopted by the City of Bartlesville; any wood, metal or other material used for securing a vacated or abandoned building must be compatible with the color of building., Any dangerous, deteriorated, abandoned, partially destroyed or unfinished building, addition, appendage or other structure, or any building in violation of the codes as adopted by the

	city, and any vacated or abandoned building not securely closed at all times, compliant with the International Property Maintenance Code as adopted by the City of Bartlesville; any wood, metal or other material used for securing a vacated or abandoned building must be compatible with the color of building.
Corrective Action:	Dilapidated/Unsecure Structure Must be Removed

This is an effort to resolve the noted violation(s) in a timely and cooperative manner. Most violations are addressed this way. Please understand these codes have been adopted by the City Council to protect the public health, safety, and welfare of Bartlesville citizens and property owners, as well as to provide for a better community.

Should you wish to appeal this violation, you have ten (10) days from the date of this letter to do so. <u>You are encouraged to</u> <u>contact the undersigned code officer</u> (email and phone number shown at the end of this letter) to discuss this violation or violations and convey your plans to correct them.

Abatement Notice: If corrections do not occur, current law provides for a maximum fine of \$500.00 plus court costs for each day the violation continues to exist. Additionally, ten (10) days after this notice, an abatement of the violations will be completed by the City of Bartlesville to resolve the violation at the expense of the property owner. A bill will be mailed to the owner for work completed by the City. The owner will have (30) days to pay the bill. If not paid within that time period, a lien for the amount owed will be assessed to the property through the Washington County Clerk's office.

Sincerely, William Hour

Billy Hawe, Neighborhood Services Officer 918-214-4771 wjhawe@cityofbartlesville.org

WE APPRECIATE YOUR VOLUNTARY COOPERATION IN MAKING BARTLESVILLE A BETTER PLACE TO LIVE



REQUEST FOR VOLUNTARY CORRECTION OF CODE VIOLATION

CASE NO: DS-0325-0378

03/25/2025

Owner of Record: PURVIS, BRAD D & VON C 100 NE TERESA LN BARTLESVILLE, OK 74003-0000

Property Location: 116 S COMANCHE AVE

Legal Description: S 1/2 LOT 5 BLK 12 CAPITOL HILL, Bartlesville, Washington County, Oklahoma

Notice of Violation. On 03/10/2025, the City Neighborhood Services Department conducted an inspection of the above referenced property. This inspection confirmed that one or more code violations exist on this property as identified below

Bartlesville Municipal Code: It is unlawful and a violation for any owner or responsible person to commit a nuisance or to permit a nuisance to occur, to erect, maintain, use, place, deposit, cause, allow, leave, or permit to remain any of the following, or to willfully neglect to perform any legal duty relating to the removal of a nuisance. A nuisance includes the following conditions:

Code # / Violation:	Municipal Code Sec. 11-4(G4), Any fence, wall, shed, deck, house, garage, building, structure or any part of any of the aforesaid; or any tree, pole, smokestack; or any excavation, hole, pit, basement, cellar, sidewalk, subspace, dock, or loading dock; or any lot, land, yard, premises or location which in its entirety, or in any part thereof, by reason of the condition in which the same is found or permitted to be or remain, shall or may endanger the health, safety, life, limb or property, or cause any hurt, harm, inconvenience, discomfort, damage, or injury to any one (1) or more individuals in the city, in any one (1) or more of the following particular: a) by reason of being a menace, threat, and/or hazard to the general health and safety of the community; b) by reason of being a fire hazard; c) by reason of being unsafe for occupancy, or use on, in, upon, about or around the aforesaid property; d) by reason of lack of sufficient or adequate maintenance of the property, and/or being vacant, any of which depreciates the enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which such property is situated or such condition exists., Any fence, wall, shed, deck, house, garage, building, structure or any part of any of the aforesaid; or any tree, pole, smokestack; or any excavation, hole, pit, basement, cellar, sidewalk, subspace, dock, or loading dock; or any lot, land, yard, premises or location which in its entirety, or in any part thereof, by reason of the condition in which the same is found or permitted to be or remain, shall or may endanger the health, safety, life, limb or property, or cause any hurt, harm, inconvenience, discomfort, damage, or injury to any one (1) or more individuals in the city, in any one (1) or more of the following particular: a) by reason of being a menace, threat, and/or hazard to the general health and safety of the community; b) by reason of being a fire hazard; c) by reason of being unsafe for occupancy, or use on,
Corrective Action:	Dilapidated/Unsecure Structure Must be Removed

Voluntary Compliance Date: 03/21/2025

Code # / Violation: Municipal Code Sec. 11-4(D1), Any dangerous, deteriorated, abandoned, partially

	destroyed or unfinished building, addition, appendage or other structure, or any building in violation of the codes as adopted by the city, and any vacated or abandoned building not securely closed at all times, compliant with the International Property Maintenance Code as adopted by the City of Bartlesville; any wood, metal or other material used for securing <i>e</i> vacated or abandoned building must be compatible with the color of building, Any dangerous, deteriorated, abandoned, partially destroyed or unfinished building, addition, appendage or other structure, or any building in violation of the codes as adopted by the city, and any vacated or abandoned building must be compatible with the lines, compliant with the International Property Maintenance Code as adopted by the city of Bartlesville; any wood, metal or other material used for securing a vacated or abandoned building must be compatible with the lines, compliant with the International Property Maintenance Code as adopted by the City of Bartlesville; any wood, metal or other material used for securing a vacated or abandoned building must be compatible with the city of Bartlesville; any wood, metal or other material used for securing a vacated or abandoned building must be compatible with the color of building.
Corrective Action:	Dilapidated/Unsecure Structure Must be Removed

Voluntary Compliance Date: 03/21/2025

<u>Voluntary Correction Requested.</u> As a responsible person, *the City requests your voluntary cooperation in correcting this violation or violations by the voluntary compliance date identified above.* You are encouraged to contact the undersigned code officer (email and phone number shown at the end of this letter) to discuss this violation or violations and convey your plans to correct them.

<u>Official Order.</u> A re-inspection will be conducted on or after the above-identified voluntary compliance date to determine if the above-identified violation or violations have been voluntarily corrected. If any one or more violations <u>have not been fully</u> <u>corrected or completed</u>, the City has the authority under Oklahoma Law to take further action to achieve compliance and/or abatement of the violations. <u>Therefore, if you have not voluntarily corrected or completed the correction or abatement of the violations identified herein by the voluntary compliance date identified above, you are hereby ordered to appear at the hearing date set forth below to show cause why said violations could not be fully corrected or completed. Any further action by the City to achieve compliance and/or abatement of the violations. <u>Your input at this hearing is very important</u>.</u>

Hearing and Hearing Date. Said hearing will be held on <u>04/23/2025 at 1:30 p.m.</u> at City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma in the First Floor Conference Room. The purpose of this hearing is to determine whether any identified violations constitute a public nuisance. A public nuisance includes property conditions which:

- 1) are detrimental to the health, safety, benefit, or welfare of the inhabitants, occupants, general public and/or the community, or
- 2) creates a hazard to traffic or creates a fire hazard to the danger of the property or to other property, or
- 3) causes increased municipal regulatory costs and/or increased municipal police and fire protection costs, or
- 4) devalues abutting and nearby real properties, or
- 5) contributes to the physical, visual, or economic deterioration of the neighborhood.

At this hearing, you will be given an opportunity to discuss this matter with the Hearing Officer and show cause why the same should not be declared a public nuisance. *If you do not appear at this hearing,* the Hearing Officer may direct the City of Bartlesville to abate the violation(s) and/or may also order a citation requiring your appearance in Municipal Court. A citation may result in a fine in an amount of up to five hundred dollars (\$500) per violation per day. Additionally, if the violation or violations are eliminated by the City, you will be responsible for any expenses incurred by the City in connection thereto.

<u>**Right of Appeal.**</u> You have the right to appeal any order or decision of the Hearing Officer by filing written notice of appeal with the Bartlesville City Clerk within ten (10) days after the administrative order is rendered.

Summary Abatement. You are further notified that any future violations on the property involving the accumulation of debris, trash, or waste, or excessive weed or grass growth, or the boarding and/or securing of a structure occurring within six (6) months from and after the date of this notice may be summarily abated by the City of Bartlesville, and that the costs of such abatement shall be assessed against the owner and that a lien may be imposed on the property to secure such payment, all without further prior notice.

Sincerely, Illilliam Haw

Billy Hawe, Neighborhood Services Officer 918-214-4771 wjhawe@cityofbartlesville.org



oartlesville

ORDER OF ABATEMENT Dilapidated Structure

Public Nuisance Administrative Hearing City of Bartlesville, Oklahoma Neighborhood Services Department 401 S. Johnstone Ave., Bartlesville, OK 74003

918-338-4230

CASE NO: DS-0325-0378

 Owner of Record:
 PURVIS, BRAD D & VON C

 100 NE TERESA LN
 BARTLESVILLE, OK 74003-0000

 Property Location:
 116 S COMANCHE AVE

 Legal Description:
 S 1/2 LOT 5 BLK 12 CAPITOL HILL, Bartlesville, Washington County, Oklahoma

Hearing Date: 04/23/2025

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O.S. Section 22-112, on 04/23/2025 concerning the existence of one or more dilapidated structures (hereinafter referred to as "dilapidated structure") on the property as identified above, which has been declared a public nuisance in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma.

At said hearing, determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Washington County, Oklahoma, and in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma and Oklahoma State Law. At said hearing, the owner failed to show cause why said nuisance should not be abated by the City and the expense thereof charged against the property as authorized by Oklahoma State Law.

As a result of this hearing, the Hearing Officer found that through neglect or injury, one or more structures located on the property is dilapidated as defined by Oklahoma State Law, and that said dilapidated structure has become detrimental to the health, safety or welfare of the general public and the community, or creates a fire hazard which is dangerous to other property. As such, the Hearing Officer found that the property would be benefited by the removal of said dilapidated

On 04/23/2025, the Hearing Officer ordered the property owner as identified above to tear down and remove the dilapidated structure and set reasonable dates as identified below for the commencement and completion of this work. A demolition permit must be obtained from the City of Bartlesville Chief Building Official or his designee before the demolition can be commenced.

Commencement Date: 4/25/25 Completion Date: 5/25/25

If the property owner fails to complete this work by the completion date identified above, the Hearing Officer has ordered that authorized officers of the City of Bartlesville, Oklahoma, or designated agents thereof, to take corrective action to dismantle and remove said dilapidated structure existing upon the property by any legal procedure necessary and to report the cost thereof to the Hearing Officer. The demolition and removal of said dilapidated structure by the City will begin after the above identified completion date if an inspection of the property confirms that the dilapidated structure still exists on the property.

A bill for all actual costs and expenses associated with the removal of this dilapidated structure shall be prepared by the City Clerk and mailed to the property owner shown above. Should said bill not be paid in full within the time period identified therein, said actual costs and expenses shall be certified to the County Treasurer of Washington County, Oklahoma and shall be placed on the tax rolls for said property, and thereby become a lien against the property.

An appeal of this order may be made to the City Council of the City of Bartlesville by the property owner filing written notice with the Bartlesville City Clerk within ten (10) days from the date of this Order. The fee to appeal is \$100.00.

Ordered this 04/23/2025.

Hearing Officer Signature

EXHIBIT P



 I-2025-002835
 Book 1229 Pg 165

 04/24/2025 10:46am
 Pg 0165-0166

 Fee: \$20.00
 Doc: \$0.00

 Annette Smith - Washington County Clerk
 State of Oklahoma



NOTICE OF DILAPIDATION AND LIEN CLAIM City of Bartlesville, Oklahoma City Clerk's Office

PUBLIC NOTICE OF DILAPIDATION: STRUCTURE UNFIT FOR OCCUPANCY ORDER TO DEMOLISH AND REMOVE; CITY LIEN CLAIM

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

CASE NO:	DS-0325-0378
Owner of Record:	PURVIS, BRAD D & VON C 100 NE TERESA LN BARTLESVILLE, OK 74003-0000
Property Location:	116 S COMANCHE AVE
Legal Description: Oklahoma	S 1/2 LOT 5 BLK 12 CAPITOL HILL, Bartlesville, Washington County,

Hearing Date: 04/23/2025

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O.S. Section 22-112, on 04/23/2025 concerning the existence of one or more dilapidated structures (hereinafter referred to as "dilapidated structure") on the property as identified above, which has been declared a public nuisance in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma.

At said hearing, determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Washington County, Oklahoma, and in accordance with the Code of Ordinances of the City of Bartlesville, Oklahoma and Oklahoma State Law. At said hearing, the owner failed to show cause why said nuisance should not be abated by the City and the expense thereof charged against the property as authorized by Oklahoma State Law.

As a result of this hearing, the Hearing Officer found that through neglect or injury, one or more structures located on the property is dilapidated as defined by Oklahoma State Law, and that said dilapidated structure has become detrimental to the health, safety or welfare of the general public and the community, or creates a fire hazard which is dangerous to other property. As such, the Hearing Officer found that the property would be benefited by the removal of said dilapidated structure and has ordered such

On 04/23/2025, the Hearing Officer ordered the property owner as identified above to tear down and remove the dilapidated structure and set reasonable dates as identified below for the commencement and completion of this work. A demolition permit must be obtained from the City of Bartlesville Chief Building Official or his designee before the demolition can be commenced.

Commencement Date: 4/25/25 Completion Date: 5/25/25

If the property owner fails to complete this work by the completion date identified above, the Hearing Officer has ordered that authorized officers of the City of Bartlesville, Oklahoma, or designated agents thereof, to take corrective action to dismantle and remove said dilapidated structure existing upon the property by any legal procedure necessary and to report the cost thereof to the Hearing Officer. The demolition and removal of said dilapidated structure by the City will begin after the above identified completion date if an inspection of the property confirms that the dilapidated structure still exists on the property. This document shall serve as constructive notice to subsequent property owners, purchasers, mortgagees, encumbrancers, or creditors from the time it is filed with the Washington County Clerk's Office.

I-2025-002835 Book 1229 Pg 166 04/24/2025 10:46am Pg 0165-0166 Fee: \$20.00 Doc: \$0.00 Annette Smith - Washington County Clerk State of Oklahoma

A bill for all actual costs and expenses associated with the abatement of this public nuisance shall be prepared by the City Clerk and mailed to the property owner shown above. Should said bill not be paid in full within the time period identified therein, said actual costs and expenses shall be certified to the County Treasurer of Washington County, Oklahoma and shall be placed on the tax rolls for said property, and thereby become a lien against the property. The City of Bartlesville claims a lien on this property for the actual costs and expenses of dismantling and removing said dilapidated structure, and such costs are the personal obligation of the property owner, their successors, and assigns from and after date of filing this Notice of Dilapidation and Lien Claim. The actual amount of said lien will be filed once the dismantling and removal is completed by the City.

Date of Lien Notice:

CITY SEAL	Jason Muninger, City Clerk City of Bartlesville
COUNTY OF WASHINGTON	
Before me, the undersigned Noverkur and for said County and St personally appeared	ate, on this atth day of Appile, 2035
Jason Muninger, to me known to be the identical person who executed to City Clerk, and	his instrument on behalf of the City of Bartlesville as the
acknowledged to me that he executed same as his free and voluntary a	ct and deed, and as the free and voluntary act an deed of
the City of	
Bartlesville, for the uses and purposes herein set forth.	12 log 1
Given under my hand and seal the day and year last above written. \succeq	Baren Vanner
8 	
my commission expires Jan. 17, 2024	Karen M. Tanner NOTARY PUBLIC State of Oklahoma Commission #06000658



\$100.00 Appeal Fee

Re: Dilapidated Structure

Case # DS-0325-0378

If you do not agree with the findings or requirements of this Administrative Order, you have the right to appeal it to the Bartlesville City Council, To start your appeal, you must file this document with the Bartlesville City Clerk, 401 S Johnstone, Bartlesville, OK 74003. The appeal must be filed WITHIN TEN DAYS of date of the hearing. The hearing was held on: 4/23/2025

IF THE CITY CLERK DOES NOT RECEIVE YOUR APPEAL WITHIN TEN DAYS OF THE HEARING, THE CITY COUNCIL WILL NOT HEAR YOUR CASE.

USE THIS FORM TO FILE THE APPEAL

NOTICE OF APPEAL

I wish to appeal the Order of the City's Hearing Officer concerning the dilapidated or unsecured building(s) on my property located at, 116 S COMANCHE AVE LEGAL DESCRIPTION: S 1/2 LOT 5 BLK 12 CAPITOL HILL, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA. State Statute Statute

I am appealing for the following reasons:

See attached -

Please notify me of the date, and time when my appeal will be heard by the Bartlesville City Council,

Name:	Br	'Ed	lu	rvis	_
Address:	(00	There	ック /NER	Cane OR AGENT	, Drulle 74006
Home phon	e: 918				-

Work phone:

CITY CLERK'S OFFICE USE ONLY	Ma and
The above appeal was received in this office on the	day of,
The above appeal was received in this office on the 14^{3} 2035 ato'clock_OS_M.	
	ALC: NO DE LES
	BY: Alicia Shelth
	00000

CityCouncil June 2,2025@5:30

It is a solid structure, not in any danger of collapse or loss of functionality in any immediately foreseeable future. The roof is good, solid and does not leak. It is stoutly built and the walls are strong and the floor is solid. When I took out the rest of the house that was there in 2007 I left that part there as a useful shed. This was approved by the city. And again in 2018 when there was a problem with some vines and a fence that had been damaged, the shed was not a problem for the city. The determination of dilapidated structure seems to be based solely on that the block stem wall on which it sets is a bit out of line in places. This is due to the fact that the stem wall wasn't set on much footing and has settled in over the years. It has settled in about as much as it is probably going to and it sets solidly as it is. This structure has been there for nearly 100 years. It is also supported by piers underneath. There is a tree that is pressing against it on the north side which has pushed that stem wall in a bit in that spot. It hasn't affected the stability presently and probably won't for quite a few more years. While I'm not saying this is a good thing it doesn't make it a dilapidated structure.

16

One thing that made it look bad there for a while was that someone broke down the access gate which left a 12 foot opening in the privacy fence and looked bad for a while. The next week end after I got the notice from the city I took my loader/forklift down there and put the place in order. Stacked all my newly acquired pallets neatly out of the way along the back fence, got all the stone, blocks and brick that had been strung out back in their proper piles, picked up the piles of leaves and sticks that had been raked up and bagged up and hauled off all that was definitely trash. I was in the middle of a job I couldn't just take off from for a few days, but I got the materials together and as soon as I finished that job I built and installed a new gate. At that point I thought I had the place in pretty good shape. I began getting down there once a week or so to make sure any trash was picked up and taken care of. I was going to come in and check to see what else I needed to do sooner but I got a notice of a hearing date so I thought nothing would be done until after the hearing so I just concentrated on finishing the work I was doing at the time.... trying to make the best use of the weather before the next rain.

As far as I can see the real problem here is the homeless problem and how they have been using the property, not particularly the shed. The city has stated they think the shed attracts them. Let me be clear, I think we are on the same side in wanting to have some solution to the homeless problem. I don't want them there on my property any more than the city does. I don't think it's so much the shed as they are just out of sight there and nobody bothers them, except me and I have usually gone down there only when I needed something there. Every time I went there I would have to run them off and pick up piles of trash. The police couldn't do anything because it was out of city limits at the time. This started about 3 years ago. It got so that it was difficult to use the property like I needed to.

Last spring I went there, having not had to go there much during the winter, and found a girl staying there. I told her she had to go and was ready to run her off like the rest when I noticed it was a lot better there. Less trash and none of the really destructive types around.... and so I tried to work with her a bit. She kept most of the worst types from hanging around and put some bit of order in the place, also, after I mowed once, she got a mower and kept the place mowed the rest of the summer. It wasn't optimum for me and the way I needed to use the place, but it was better.

At this time, so far as I knew, and I don't know when it changed back, the place was not in city limits so I tried to work with her and make the best of the situation. I hoped this would be a temporary thing and she would find a place and workout what she needed to and I tried to encourage her in that. She was beginning to see the inevitability of that and was making plans. In any case that is over now and she is gone.

As far as the shed and my plans for the place, I have secured the window several months ago with an expanded metal mesh that would be very hard to get through and will also board it over from the inside. It has a solid door now with a deadbolt, secure as any house door, and perhaps I'll add an outer door. It will be secure. I need it for cement dye, grout, drywall and such things that can't get wet, and maybe

some tools that I would commonly use there.

х ¹⁶

One other thing I would like to do now that I have access again.... there are no utilities hooked up, but there is an electric drop, meter box and breaker box, just no wiring beyond that. I could get a couple circuits hooked up and have lights and power for tools and such. Also, and perhaps most relevant to this conversation, I could put in a camera system and keep better track of what goes on down there.

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City of Bartlesville
City Hall
401 S Johnstone Ave
Bartlesville, OK 74003
(918)338-4224
www.cityofbartlesville.org
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05/01/2025 12:06PM Gina V. 014998-0006

INVOICE

BRAD D & VON C, PURVIS,	
DS-0325-0378	
2025 Item: INV-00021169	
When a case is	
appealed a fee is	
charged	\$100.00
Payment Id: 151917	
	\$100.00

Subtotal Total	\$100.00 \$100.00
CASH	\$100.00
Change due	\$0.00

Paid by: BRAD D & VON C, PURVIS,



Thank you!

CUSTOMER COPY



Discuss and take possible action to appoint one City Councilmember, one Planning Commissioner, and three community stakeholders to an ad hoc committee to evaluate and select a consultant to assess the effectiveness of current land use development codes and to modify and reform such codes.

Attachments: None

II. STAFF COMMENTS AND ANALYSIS

The community's recently adopted Comprehensive Plan, *Endeavor 2045*, calls for a land use development code assessment to establish a framework for possible land development code reform, and the preparation of revised or new development codes to implement that plan. (*Endeavor 2045* Action Items FB.1-2 and FB.1-3).

Committee Composition:

The proposed committee will consist of five members: one City Councilmember, one Planning Commissioner, and three stakeholders from the community. This composition aims to foster collaboration between elected and appointed representatives and the public, ensuring that decisions made align with both the interests of the city and its residents.

Objectives of the Committee:

- To review and evaluate consultant proposals submitted in response to a request for proposals to assist city staff with the development and drafting of new land use development regulations
- To select a consultant
- To review and analyze current land use development regulations and processes to identify areas for improvement and make suggestions
- To engage citizens and stakeholders in the process, ensuring their concerns and ideas are taken into account during this process
- To collaborate with relevant city departments, stakeholders, and the selected consultant to develop solutions for land development code reform
- To guide and support the Planning Commission staff in the implementation of the committee's recommendations and the execution of approved projects
- To present periodic reports and updates to the Planning Commission and the City Council, ensuring transparency and accountability in the committee's activities.

City staff has communicated with a number of stakeholders in the community and recommends the following appointments to the committee:

- Dan Keleher, Keleher Architects
- Brent Taylor, Taylor Homes Group
- Amos Radlinger, Chinowth & Cohen Realtors and City Board of Adjustment member

III. RECOMMENDED ACTION

Appoint one (1) Councilmember and three (3) community stakeholders to the committee, and direct Planning Commission to appoint one (1) Planning Commissioner to the committee.



Discussion and possible action regarding the naming of the internal parkway at Lee Lake "Lisa Beeman Parkway".

- Attachments: Map

II. STAFF COMMENTS AND ANALYSIS

At its recent meeting, the Bartlesville Park Board considered a proposal brought forward by the City Manager to honor long-time city employee Lisa Beeman by naming the internal parkway at Lee Lake as "Lisa Beeman Parkway." This internal roadway, while not officially classified as a city street, is a key component of the Lee Lake complex and serves as a connector for vehicular traffic within the park area.

The Park Board discussed the proposal in the context of Ms. Beeman's decades of dedicated service to the City of Bartlesville, including her pivotal role in planning, developing, and advocating for parks and recreation initiatives. Her leadership has been instrumental in the expansion and improvement of public amenities, trails, and green spaces throughout the community.

Board members expressed unanimous support for the honorary designation, recognizing it as a fitting tribute to Ms. Beeman's legacy and contributions to the city's quality of life. The proposed naming would include signage at key intersections along the parkway to identify the designation.

III. BUDGET IMPACT

\$1,000-Street Signs 101-1-155-00-000-52510 – Other Service

IV. RECOMMENDED ACTION

Approve naming of the internal parkway at Lee Lake "Lisa Beeman Parkway"

Lisa Beeman Parkway at Lee Lake





Discuss and take possible action on an updated policy on records retention and authority to destroy as part of the City's Accounting Policies and Procedures Manual.

Attachments: Proposed policy on records retention and authority to destroy Original Record Retention Policy Resolution 3298

II. STAFF COMMENTS AND ANALYSIS

The Oklahoma Open Records Act provides that municipalities are not required to maintain the records of the City beyond a date that meets the minimum requirements of Title 11 O.S. 22-131 and 132. The City may adopt a policy that is not inconsistent with the statutory requirement and may determine that it desires to maintain the records for a longer period. The attached policy updates the current policy on records retention and authority to destroy. Where current practice has been to keep a record for a period of time longer than required by Oklahoma law, that current practice has been retained in the updated policy.

Resolution 3298, adopted by the City Council in December of 2012, contains the current policy on records retention and authority to destroy (last revised in 2016) as part of the adopted Accounting Policies and Procedures Manual for the City of Bartlesville. This resolution authorizes the City Manager to amend the policies and procedures contained therein without further action of the City Council.

This retention policy was circulated amongst Directors for updating. While the City manager does have authority to change this policy, the addition of no obligation to retain is a large enough change we want to bring it before the City Council.

III. BUDGET IMPACT

There is no impact to the City's budget.

IV. RECOMMENDED ACTION

City staff recommends approval of the attached policy for records retention and authority to destroy at the next City Council Meeting.

CITY OF BARTLESVILLE RECORD RETENTION POLICY

All documents listed below shall be kept at a minimum the number of years indicated. In the event that other legal or regulatory requirements call for a retention period that differs from our policy, the requirement with the longer retention period should be followed.

<u>NONE</u>

- 1. Email, text messages, and other electronic messages
- 2. Electronic audio files
- 3. Body worn camera recordings
- 4. Social media posts and all information related thereto including likes, shares, comments, etc.
- 5. Voice Mail Messages

<u>1 YEAR</u>

- 1. Parking citations¹
- 2. Purchase order listings
- 3. Deleted purchase orders

2 YEARS

- 1. Municipal court warrants¹
- 2. Water, sewer, and sanitation receipts and statements ¹
- 3. Sewer line and water meter inspection records ¹
- 4. Miscellaneous letters and petitions to Council (unless otherwise covered)¹
- 5. Utility billing ledger or register ¹
- 6. Utility billing cash receipts ledger or register ¹
- 7. Utility billing accounts receivable ledger or register ¹
- 8. Fire run contracts¹
- 9. Insurance Certificates
- 10. Reports of Revenue, Expenditures, and Changes in Fund Balance
- 11. Fixed asset addition/deletion sheets
- 12. Video recording of Council and other official meetings of the City

5 YEARS

- 1. Successful and unsuccessful bids for equipment, materials, or improvements ¹
- 2. Inspection records not covered above ¹
- 3. Denied claims ¹
- 4. License applications ¹
- 5. Bonds¹
- 6. Special, primary, and general election payrolls ¹
- 7. Election tabulations and returns ¹

- 8. Withholding statements ¹
- 9. Garnishment records ¹
- 10. Traffic tickets and receipts ¹
- 11. Bond and fine receipts ¹
- 12. Information and complaints ¹
- 13. Court dockets ¹
- 14. Paid G. O. and revenue bonds¹
- 15. Paid street improvement, sewer, and sidewalk district bonds ¹
- 16. Warrants¹
- 17. Claims¹
- 18. Checks¹
- 19. Vouchers¹
- 20. POs ¹
- 21. Payrolls¹
- 22. Journal entries
- 23. OWRB Reports
- 24. End of Year Reports
- 25. Council Packets
- 26. Bank Reconciliations
- 27. Budget documentation
- 28. Grants 5 years after completion
- 29. Expired contracts
- 30. Investigation reports including breath tests, interviews, and other records

10 YEARS

- 1. Inventory¹
- 2. Appropriation ledgers ¹
- 3. Sidewalk assessment records (except payment records)¹
- 4. Cash receipt book or register for all funds ¹

15 YEARS

1. Sewer and improvement district records (except payment records) 1

NEVER

- 1. Testing lab results
- 2. Inspection records of public improvements of a municipality
- 3. Deeds and abstracts
- 4. Right of Ways/Easements
- 5. Audit records Keep at least 1 copy
- 6. Infrastructure plans (record drawings)
- 7. Plat records
- 8. Zoning records
- 9. Administrative files for public improvements

- 10. Floodplain development records
 11. Minutes and agendas to Council, Authorities, Boards, Commissions, and Committee Meetings
- 12. City ordinances13. Resolutions

CITY OF BARTLESVILLE RECORD RETENTION POLICY

All documents listed below shall be kept at a minimum the number of years indicated. In the event that other legal or regulatory requirements call for a retention period that differs from our policy, the requirement with the longer retention period should be followed.

<u>1 YEAR</u>

- 1. Parking citations¹
- 2. Purchase order listings
- 3. Deleted purchase orders

2 YEARS

- 1. Municipal court warrants¹
- 2. Water, sewer, and sanitation receipts and statements ¹
- 3. Sewer line and water meter inspection records¹
- 4. Miscellaneous letters and petitions to Council (unless otherwise covered)¹
- 5. Utility billing ledger or register¹
- 6. Utility billing cash receipts ledger or register ¹
- 7. Utility billing accounts receivable ledger or register ¹
- 8. Fire run contracts¹
- 9. Insurance Certificates
- 10. Reports of Revenue, Expenditures, and Changes in Fund Balance
- 11. Fixed asset addition/deletion sheets

5 YEARS

- 1. Successful and unsuccessful bids for equipment, materials, or improvements ¹
- 2. Inspection records not covered above ¹
- 3. Denied claims¹
- 4. License applications¹
- 5. Bonds 1
- 6. Special, primary, and general election payrolls¹
- 7. Election tabulations and returns ¹
- 8. Withholding statements¹
- 9. Garnishment records¹
- 10. Traffic tickets and receipts ¹
- 11. Bond and fine receipts ¹
- 12. Information and complaints ¹
- 13. Court dockets¹
- 14. Paid G. O. and revenue bonds¹
- 15. Paid street improvement, sewer, and sidewalk district bonds¹
- 16. Warrants¹

- 17. Claims¹
- 18. Checks¹
- 19. Vouchers¹
- 20. POs ¹
- 21. Payrolls¹
- 22. Journal entries
- 23. OWRB Reports
- 24. End of Year Reports
- 25. Council Packets
- 26. Bank Reconciliations
- 27. Budget documentation
- 28. Grants -5 years after completion
- 29. Expired contracts

<u>10 YEARS</u>

- 1. Inventory¹
- 2. Appropriation ledgers ¹
- 3. Sidewalk assessment records (except payment records)¹
- 4. Cash receipt book or register for all funds¹

15 YEARS

1. Sewer and improvement district records (except payment records)¹

<u>NEVER</u>

- 1. Testing lab results¹
- 2. Inspection records of public improvements of a municipality ¹
- 3. Deeds
- 4. Right of Ways/Easements
- 5. Audit records Keep at least 1 copy
- 6. Infrastructure plans (record drawings)
- 7. Plat records
- 8. Zoning records
- 9. Administrative files for public improvements
- 10. Floodplain development records
- 11. Minutes and agendas to Council, Authorities, Boards, Commisions, and Committee Meetings
- 12. City ordinances
- 13. Resolutions

RESOLUTION 3298

A RESOLUTION ADOPTING THE ACCOUNTING POLICIES AND PROCEDURES MANUAL FOR THE CITY OF BARTLESVILLE AND ESTABLISHING AMENDMENT AUTHORITY.

WHEREAS, the City of Bartlesville does not currently operate under a comprehensive accounting policies and procedures manual; and

WHEREAS, it is a prudent management practice to have formal policies and procedures to govern financial transactions; and

WHEREAS, the attached policies and procedure manual is intended to be a living document requiring amendment from time to time; and

WHEREAS, the attached policies and procedure manual contains material that has not been officially recognized by the City Council as well as material that has been adopted by Resolution or Ordinance; and

WHEREAS, the City Council wishes to reaffirm its support of the items already approved by Resolution or Ordinance; and

WHEREAS, the City Council wishes to adopt the items not previously approved by the City Council; and

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

- Section 1. The City Council of the City Bartlesville does hereby adopt the attached policies and procedures manual in the manner presented.
- Section 2. The City Council does hereby authorize the City Manager to amend the policies and procedures contained herein from time to time as is necessary without further action of the City Council, except for those items which have been adopted by ordinance.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS <u>17</u> DAY OF <u>Mec.</u> 2012.

Mayor

ATTEST:

15 City Clerk

SEAL



Presentation of the results from the Strategic Planning Retreat.

Attachments:

Results from Strategic Planning Retreat

II. STAFF COMMENTS AND ANALYSIS

General Background Info

On March 24, 2025, the City Council met in a workshop to discuss the Council's strategic priorities for the upcoming 2025 Bartlesville NEXT Strategic Plan. The discussion were wide ranging and highlighted areas of consensus among the Council. These areas of consensus have been distilled into several action items that will help to shape our NEXT plan.

The attached document is divided into several sections described below:

- How We Will Lead this section discusses the roles that the Council will give the highest priority in decision making and planning. There are three primary roles that the Council chose.
- City of Bartlesville Mission this new, simplified mission was discussed and agreed upon at our retreat.
- City Council Mission this mission is unique to the Council. While it aligns with the City's mission, it also builds upon it to better describe the values that the Council prioritizes.
- How We Achieve Our Vision this section details the priorities of the Council. Our NEXT plan will include these items and will give them high priority.

The next step in our Strategic Planning process is for the Council to officially adopt this document. This document will then be used as guidance to ensure that the NEXT Plan aligns with the Council's priorities.

Please schedule this item for presentation at our regular meeting in June 2025.

III. RECOMMENDED ACTION

Presentation and discussion.

BARTLESVILLE CITY COUNCIL ACTION ITEMS FROM STRATEGIC PLANNING RETREAT

How We Will Lead:

- ADVOCATE: We will advocate for services in the best interest and on behalf of the Citizens of Bartlesville while finding reward in building relationships and earning trust.
- VISIONARY: We will adopt a visionary approach that seeks to use innovative strategies to interconnect our actions with both immediate wants and long-term needs.
- TRUSTEE: We will act as fiduciaries, committing to partnerships that are the foundation of our meetings and decisions, while always holding the greater good and long-term considerations of the Citizens of Bartlesville at the forefront.

What's Our Why – Mission? (City of Bartlesville)

Enhancing our community through exceptional service.

What's Our Why – Mission? (City Council)

We are united in our commitment to the Citizens of Bartlesville and on their behalf will enhance public service, shape our identity, and build a thriving community for all.

How We Achieve Our Vision:

- 1. Development and Economic Growth
 - Diversifying and developing our economy seek to attract a variety of businesses like data analytics, aviation, manufacturing, energy, and solopreneurs (available high-speed internet, co-op workspace, shared passions)
 - Ensure availability of housing for our entire community, including multifamily, high density, traditional single family, and other options to meet the needs of our citizens.
 - Incentivize new businesses that provide quality jobs
 - Assist existing local businesses to expand their potential
 - Enhance restaurants and retail offerings to meet the demands of our citizens
- 2. Community Cohesion and Identity
 - Celebrate and cultivate our culture of volunteerism and service
 - Embrace our classic Americana identity
 - Consider how our unique "Only in Bartlesville" identity can be used to assist with our mission (Kiddie Park, Frank & Lola's, Painted Horse, Price Tower, etc.)
- 3. Improvements in Quality of Life and Services
 - Improve the quality and safety of our infrastructure
 - Continue investing in parks and recreation
 - Ensure an adequate supply of water
 - Promote a community culture that values individual rights and personal liberties for all