

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

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, July 7, 2025 5:30 p.m.

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 the Reverend Nicholas Phares, Rector, St. Luke's Episcopal Church.
- 4. Public Comments on Agenda Items.
- 5. City Council Announcements and Proclamations.
- 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

The Regular Meeting Minutes of June 2, 2025.

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

- i. Appointment of Ms. Amanda Hakola to a three-year term on Keep Bartlesville Beautiful at the recommendation of Councilmember Kirkpatrick.
- ii. Appointment of Ms. Shavon Robles to a three-year term on the City Planning Commission at the recommendation of Councilmember Kirkpatrick.
- iii. Appointment of Mr. Wyatt Gerth to fill an unexpired term on the City Planning Commission at the recommendation of Councilman Kirkpatrick.
- iv. Ratification of new BDA officers and a new Trustee- Mr. Chase Allcott, Chairman, Ms. Tara Gotwalt, Secretary/Treasurer, and Mr. Mark Runnels for a three term, at the recommendation of Mayor Curd and Vice Mayor Dorsey.

c. Approval of Resolutions

- i. Authorizing and requiring the marking of the graves of John F. Walters and George E. Moore and commending Joe Todd for his efforts on behalf of veterans.
- ii. Amending the contracts of the City Attorney, City Judge, and City Manager adjusting their compensation to accommodate the approved cost of living adjustments and merit increases for Fiscal Year 2025-2026.
- iii. Amending the budget of the City of Bartlesville for Fiscal Year 2024-25 appropriating unanticipated revenue for the Health Insurance Fund.
- iv. Amending the budget of the City of Bartlesville for Fiscal Year 2025-26 appropriating unbudgeted Fund Balance for the Capital Reserve Fund.

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

- i. Fire Apparatus Purchase Agreement between the City of Bartlesville and Conrad Fire Equipment/Pierce OshKosh Corporation for the purchase of a new 2026 custom fire engine in the amount of \$858,839.53.
- ii. Ordinance and Joinder Agreement to Amend the Employee Defined Contribution Plan.
- iii. Contract with HCC Life Insurance company, budget impact of 12.79% increase over last year.
- iv. Hangar Lease Agreement with Eagle Sky Patrol for Hangar #8, revenue \$2400 annually.
- v. Hangar Lease Agreement with Phoenix Rising Aviation, Inc. for Hangar #6, revenue, revenue \$56,160 annually.
- vi. Service and Lease Agreement between Tri County Technology Center and the Bartlesville Police Department providing a satellite office/substation and training classroom in the amount of \$120 annually and provide one school resource officer annually at no cost to Tri County Technology Center.
- vii. Agreement with Pepsi Beverages Company and Adams Golf Course, revenue based on resale, no negative impact on budget.
- viii. Right-of-Way Donation Agreements with Sheltre Farms, LLC., Orlina and Jeffrey Andrews and Lansdown Family Trust for additional public right-of-way along both sides of Sunset Boulevard, in the amount of \$130,161.00.
- ix. Sixth Amendment to the tower/ground lease agreement between the City of Bartlesville and New Cingular Wireless PCS, LLC for a portion of property located in Washington County named SE Water Tower Bartlesville.

e. Accept Conveyance of Property

i. Accept conveyance of 15 properties from the Washington County Treasurer's Office, such properties having not received a minimum reserve bid covering the amount of City liens on the properties, at the annual Washington County Tax Resale auction held on June 9, 2025, said City liens to be released on these properties: 1. 1408 SW Armstrong Ave., 2. 117 NW Cheyenne Ave., 3. 405 NW Theodore Ave., 4. 115 NW Virginia Ave., 5. 1714 SW Jennings Ave., 6. 812 E. 8th St., 7. 322 SW Penn Ave., 8. 712 NW Lupa St., 9. 501 SW Morton Ave., 10. 920 SW Maple Ave., 11. 129 NW Santa Fe Ave., 12. 127 NW Santa Fe Ave., 13. 213 NW Margarite Ave., 14. 1724 W. 4th St., and 15. 513 SW Morton Ave.

f. Receipt of Report of Findings Regarding an Appeal

i. Receipt and acceptance of report of findings regarding an appeal by Brad D. Purvis of the Code Enforcement Hearing Examiner's Order of Abatement in Case No. DS-0325-0378, regarding the property at 116 S. Comanche Ave., legally described as the South ½ of Lot 5, Block 12, Capitol Hill Addition, Bartlesville, Washington County, Oklahoma.

g. Receipt of Bartlesville NEXT Progress Report

i. Bartlesville NEXT Progress Report June 2025

h. Receipt of ALPR (Flock Cameras) Report

i. ALPR Report for June 2025

i. Receipt of Financials

i. Interim financials for eleven months ending May 31, 2025.

j. Receipt of Bids

- i. Bid No. 2024-2026-001 for Water and Waste Water Line Materials
- ii. Bid No. 2024-2026-002 for Water Treatment Chemicals
- iii. Bid No. 2024-2026-003 for Highland Drive, Wilshire Avenue, Waverly Avenue, and Oakdale Drive Concrete Panel Replacements
- iv. Bid No. 2024-2026-005 Construct Box Hangar for the Bartlesville Municipal Airport

- 8. Discuss and take possible action to award Bid No. 2024-2026-001 for Water and Waste Water Line Materials. Presented by Councilmember East.
- 9. Discuss and take possible action to award Bid No. 2024-2026-002 for Water Treatment Chemicals. Presented by Councilmember East.
- 10. Discuss and take possible action to award Bid No. 2024-2026-003 for Highland Drive, Wilshire Avenue, Waverly Avenue, and Oakdale Drive Concrete Panel Replacement Project. Presented by Councilmember East.
- 11. Unsheltered Homeless Task Force Update. Presented by Task Force Members Ms. Rachel Showler and Mr. Tom Gorman.
- 12. Discuss and take possible action on appeals by Danny L. Blackwood of the Hearing Examiner's Order of Abatement for boarding and securing, and demolition and removal of dilapidated structures at 1032 SW Oak Ave., legally described as Lot 12, Blk 1 McCaleb Addition, Bartlesville, Washington County, Oklahoma (Code Enforcement Case Number DS-0325-0384 and -0385). Presented by Larry Curtis, Director of Community Development.
- 13. Discuss and take possible action on approving the Proposed Green Fee, Cart Fees, and Annual Pass rates for City of Bartlesville public golf course. Presented by Dee Roadman, Director, Golf Division.
- 14. Presentation of potential capital election timelines for ½ Cent Sales Tax, General Obligation Bonds, and Economic Development. Presented by Micah Siemers, P.E., CFM and Director of Engineering.
- 15. Discuss and take possible action to adopt Council Action Items that resulted from the March 24, 2025 Strategic Planning Retreat. Presented by Mike Bailey, City Manager.
- 16. New Business.
- 17. City Manager and Staff Reports.
- 18. City Council Comments and Inquiries.
- 19. 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 Friday, June 27, 2025.

<u>Jason Muninger</u>

Jason Muninger, City Clerk/CFO

by Elaine Banes, Deputy City Clerk

/s / Elaine Banes

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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.



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REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, June 2, 2025 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 May 27, 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; Police Chief Kevin Ickleberry; Fire Chief H.C. Call; Matt McCollough, Director of IT; Larry Curtis, Director of Community Development; Alicia Shelton, Accounting and Finance Supervisor; Kiley Roberson, Director of the Library and History Museum; Lisa Beeman, Grants; Deputy Police Chiefs Troy Newell and Andrew Ward; Police Captain Elkins; Police Captain Martinez; Officer Sierra Compton and Office Brandon Meyer; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville City Council was called to order by Mayor Curd at 5:30 p.m.
- 2. Roll Call was conducted a quorum established.
- 3. The invocation was provided by Dr. Larry Cowan, Grand Mental Health. He also took this opportunity to thank first responders for their assistance when his house caught on fire, including saving his cat.
- 4. Public Comments on Agenda Items.

Sarah Burnett expressed concern over proposed changes to the records retention policy, specifically the lack of retention requirements for emails, texts, and digital communications. She emphasized the importance of transparency and accountability in governance.

Noah Meadows shared insights from attending Unsheltered Homeless Task Force meetings. She praised the Task Force but expressed concerns that certain individuals are still being overlooked by existing shelter systems, urging broader compassion and inclusion.

Shavon Robles emphasized the complexity of homelessness and advocated for a balanced approach between accountability and compassion. She acknowledged the genuine effort of the Task Force to address these challenges thoughtfully.

Homer Heffington raised privacy concerns about Flock cameras and their reliance on Amazon Web Services. He warned of potential data vulnerabilities and urged caution.

Toby Ennis criticized policies perceived as punitive toward the unhoused. She questioned the morality and constitutionality of fines and called for greater empathy.

Angela Utley, Chair of Washington County Democrats, supported efforts to aid the homeless and suggested engaging businesses like Walmart for support. She proposed considering a staggered fine structure.

5. City Council Announcements and Proclamations.

 Douglass School Reunion Days – July 17-20, 2025. Presented by Vice Mayor Dorsey.

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

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 three-year 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

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

Mayor Curd provided the consent docket on a PowerPoint slide and referred citizens to the agenda where every item was listed. He asked the Council if there were any items to be pulled for discussion.

Mr. Kirkpatrick removed Items 7.c.ii., 7.c.iv. and 7.e. for further discussion.

Mayor Curd removed Item 7.c.i. for further discussion.

Vice Mayor Dorsey moved to approve the Consent Docket as presented/with the exception of Items 7.c.i., 7.c.ii., 7.c.iv., and 7.e. seconded by Mr. East.

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

Voting Nay: None Motion: Passed

Items removed for further discussion:

Agenda Item 7.c.ii. Service Agreement with Sanderson Construction LLC to provide site restoration of a demolished property in the amount of \$25,000.

Mr. Kirkpatrick pointed out two typos in the contract. Mr. Kane confirmed they did not adversely affect the contract.

He also inquired if the building had already been demolished. Mr. Curtis reported that it has been but due to a basement that is now open ground, there is a need to get it filled. He reported that the building and basement was quite large, therefore the substantial cost to fill it.

Agenda Item 7.c.iv. Annual Destination Marketing Agreement with Visitors Inc. in the amount of \$445,000.

Mr. Kirkpatrick inquired as to a section in the agreement regarding the Visit Bartlesville executive officer will not be employed by the Bartlesville Regional Chamber of Commerce or any related or similar entity. Mr. Bailey explained that several years ago the president of the then BDC was also president of the Chamber of Commerce. There were concerns regarding conflict of interest at that time, so the agreements between the City and now BDA and Visit Bartlesville Inc. added and continues to keep the section in the agreements. Mr. Kirkpatrick added that he would like to visit with Mr. Bailey in the near future about these entities to better fully understand them.

Agenda Item 7.e.i. ALPR Report for April and May 2025

Mr. Kirkpatrick stated his appreciation to the Police Department for moving the cameras into the locations that align with the recently passed ordinance. He went on to share information he read from an article that a police department in Illinois had provided information to Federal agents/ICE and his concern about this. Chief Ickleberry reassured him that a request for information must be provided to him, it has to be about an active case, and must be approved by him. He stated he and his staff are adhering to the ordinance approved by the City Council. Mr. Kirkpatrick concluded that he just wanted to make everyone aware of others who may try to bypass the legal process for information.

Agenda Item 7.c.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.

Mayor Curd wanted it noted that the wrong State of Jurisdiction was in the contract in the Council packet. It was corrected today and the updated Agreement has been provided to the Council for their approval.

Vice Mayor Dorsey moved to approve Items 7.c.i., 7.c.ii., 7.c.iv. and 7.c.e, seconded by Mr. East.

A brief discussion covered language in Item 7.c.v. and it was determined the agreement language was correct as it is written.

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

Voting Nay: None Motion: Passed

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

Vice Mayor Dorsey moved to award Bid No. 2024-2025-015R to Higgins Construction, Bartlesville, OK, in the amount of \$498,000 using additional funding through the GO Bond and Water Capital Funds, seconded by Mr. Kirkpatrick.

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

Voting Nay: None Motion: Passed

9. Discuss and take possible action to award Bid No. 2024-2025-017 for Tuxedo FEB Liner Replacement Project. Presented by Vice Mayor Dorsey.

Vice Mayor Dorsey moved to award Bid No. 2024-2025-016 to Allstate Lining, Houston, TX, in the amount of \$268,657.48 using unallocated funds from the Wastewater Regulatory Fund, seconded by Mr. East.

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

Voting Nay: None Motion: Passed

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.

Mr. Curtis reported the applicant Kelleher Architects on behalf of William Hyatt Trust requested approval of the rezoning of 0.72 acres at 125 through 136 Southeast DeBell Avenue from RM-3 and C2 to C5 with a plan unit development and for the approval of the associated PUD site development plan. The intent is to resolve split zoning on the property and expand future development opportunities by allowing both RM-3 and most C5 uses within the C5 use specifically prohibited to protect surrounding residential character. The property platted as lots 30 through 38 of Highland Park addition is currently vacant. The rezoning would allow flexibility for potential commercial or residential use, improving marketability, and align with the site's designation in the comprehensive plan. The applicant has submitted a conceptual site development plan showing a possible office warehouse layout and the PUD establishes specific development standards including reduced setbacks, limited outside storage, and no minimum off-site parking requirement for non-residential uses. Multifamily residence would be permitted with adjacent parking and standard RM-3 dimensional standards. At their meeting on May 20, 2025, the Planning Commission voted to recommend approval for the rezoning of the PUD requests. Planning Commission found that the proposal will be consistent with the comprehensive plan and meets the standards of the PUD approved for the city's rezoning regulations. Staff recommends that City Council move with the Planning Commission's recommendations for the approval of the rezoning and PUD requested

Mayor Curd opened the public hearing at 6:20 p.m. There being no one appear to speak, the public hearing was closed at 6:20 p.m.

Mr. Kirkpatrick moved to adopt the Ordinance as presented, seconded by Mr. East.

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

Voting Nay: None Motion: Passed

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.

Mr. Curtis reported the property is currently vacant and was originally platted as three lots in the Armstrong addition. The proposed development includes eight dwelling units and four duplexes consistent with the design with nearby projects by the similar builder, same builder. Due to lot size and dimensional standards, the applicant is also seeking the approval of a PUD to accommodate modest deviations from the standard RM3 zoning regulations including lot area per unit and setbacks. The project is consistent with the comprehensive plan which identifies the area as transitional neighborhood where multifamily residential is the primary use. All surrounding properties are zoned RM3 and developed residentially. At the regular meeting on May 20, 2025, the Planning Commission voted to recommend approval of the rezoning, the PUD and the site development plan for City Council's approval. Access will be provided via the alley to the west and sidewalks will connect Seneca Avenue to Adams Boulevard. A five-foot right-of-way and trail improvements for the city's future thoroughfare plan. Staff recommends approval per the Planning Commission's recommendation.

Mayor Curd opened the public hearing at 6:22 p.m. Appearing to speak was Richard Smith, American Bison, the applicant. He provided information about the property and his plans to develop it. There being no one further appear to speak, the public hearing was closed at 6:25 p.m.

Mr. Kirkpatrick moved to adopt the Ordinance as presented, seconded by Mr. East.

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

Voting Nay: None Motion: Passed

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.

Mr. Curtis reported that this is the plat for the rezoning that was approved in Item 11, taking it from three lots to four lots per the PUD requirements.

Mr. East moved to adopt the Final Plat as presented, seconded by Vice Mayor Dorsey.

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

Voting Nay: None Motion: Passed

13. Unsheltered Homeless Task Force Update. Presented by Task Force Members Ms. Rachel Showler and Mr. Tom Gorman.

Ms. Showler, using a PowerPoint presentation, provided an in-depth overview of what the Task Force has been addressing in the meetings. She presented the Golden Circle concept; what was identified as gaps in the community for assistance; signage with information included to all resources for the homeless; public education campaign; transportation needs of the homeless; obtaining ID's for the homeless; training for volunteers to assist with SSI and SSDI (SOAR training); software to assist all the organizations with sharing information on homeless citizens; a possible Community Court being established by Judge Gentges and B the Light; how the Task Force would like to

have their term extended through January 2026; and the roll-out process of the proposed ordinance in Item 14.

Mr. Kirkpatrick, Chairman of the Task Force, provided comments covering the highway out of homelessness process; how a homeless neighbor interfaces initially with local helping organizations, a medical provider or law enforcement; and how these are typically the first points of contact where immediate and acute life-threatening needs are met, such as health, food, and water. Shelter may not be the first need, and not everybody wants shelter. Initial points of contact include explaining local ordinances and if necessary, how they are enforced; resource sites are provided which is available on both the city website and City app; 2-1-1 and 9-8-8 are both great resources; voluntary connection with a local shelter who will check for ID and assist with obtaining free ID's, whether they remain at the shelter or not; and how an ID is the essential on-ramp for the process to work effectively because the ID is entered into a shared software database used by all of the organizations. The software database allows organizations to be as efficient and effective as possible saving them from duplicating work and duplicating resources. He continued reporting that this process goes all the way back to the Golden Circle that Ms. Showler reported on. The ID provides the "who"; the profile created in the software provides the "why" they are homeless; and the "what" – what can be done to assist where the emphasis is the process for helping a person come out of homelessness which is as unique as they are - individualized care.

Mr. Kirkpatrick continued stating that a common critique is that Bartlesville does not do enough or Bartlesville does not have every resource that every person needs, adding that just because not every service a person might need is not available, it does not mean that the community is not doing all that can be done. He stated his appreciation to all of the Task Force members and what they have accomplished in the last five months. They want to continue to meet monthly to see ensure all of their actions reach fruition, as they feel they can help bring meaningful improvement in the quality of life for homeless neighbors and for all of Bartlesville. He concluded stating that Representative Strom, who is a member of the Task Force, had stated that many communities who face a homelessness crisis move to solve the problem; Bartlesville has moved to meet these individuals with compassion to try to help. This speaks highly of the individuals who sit on this Task Force, and they deserve support and appreciation.

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.

Mr. Kirkpatrick reported that the ordinance was presented in the April 7, 2025 Council meeting for review only. The Task Force has continued to discuss the ordinance and how a rollout strategy would be beneficial. If the ordinance is adopted at this meeting, it would not go into effect until January 2026 to allow education for officials, police officers, and the homeless population. Basically, the goal is to make sure that the ordinance is well understood and no one gets caught by surprise. During this time frame, a public education campaign will be launched as well. He continued reporting that Mr. Sherrick found a conflicting section that has been amended from the previously reviewed draft.

Mr. Kirkpatrick addressed the \$500 fine saying that the possibility of a \$500 fine was not to suggest that there would ever be a \$500 fine levied. It was included as a maximum to ensure that the offense is a misdemeanor and would be adjudicated in municipal court.

Discussion continued covering the fine; how the municipal court and judge has discretion; how the municipal judge works with the homeless providing options for them when they are in his court; why fines are necessary; and how the Task Force unanimously voted to recommend adoption to the City Council.

Mr. East moved to adopt the Ordinance as presented, seconded by Mr. Sherrick.

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

Voting Nay: None Motion: Passed

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.

Mr. Kirkpatrick reported that in the previous two agenda Items, the Task Force's work has been reported. Now that the six months is nearing an end, they would like to extend the duration of the Task Force in order to finish their projects, oversee the incremental rollout of the ordinances, and keep tabs on progress. He added that one of the most powerful things that has happened with this Task Force has been getting so many of the right people together on a regular basis to interact and work together, finding ways to efficiently and effectively assist the homeless/unsheltered population.

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

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

Voting Nay: None Motion: Passed

Mayor Curd stated his thanks to Mr. Kirkpatrick and to the Task Force. He also acknowledged Mr. Bailey who sits on the Task Force and the willingness of City administration to commit the time and resources to address this issue.

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.

Mr. Curtis reported that in 2007, Mr. Purvis received a variance from the Bartlesville Board of Adjustment that allowed him to maintain a non-conforming use at a contractor's yard in the C5 general commercial zoning district where such a use is otherwise prohibited. This variance was contingent upon several specific conditions including obtaining a floodplain development permit, approval of the downtown design review committee, and the installation and painting of a wooden privacy fence. That same year, Mr. Purvis was issued a building permit for storage building tie downs at 114 South Comanche Avenue. He proceeded with the partial demolition of the house, removing the front portion and retaining the back portion as a storage structure. In 2010, the City of Bartlesville formally designated and created the area as a part of the downtown design review district through

Ordinance #3335, subjecting future construction and renovations on the property to additional design standards and review processes. In March of 2025, when the City began receiving multiple complaints from citizens and adjacent businesses. Between March 5th and March 10th, four separate complaints were submitted to code enforcement and there were two police department issues as well. These reports detailed concerns over homeless individuals trespassing, living in the structure without utilities, and even starting fires in the yard. There were also reports of public issues and theft impacting the neighborhood businesses. In response, code enforcement issued a courtesy notice of violation March 11, 2025 and following up with a formal notice of violation in order to abate on the property on March 25, 2025, which was both mailed and posted to the property. A hearing before the city's hearing examiner, John C. Holden, was held on April 23, 2025. Mr. Purvis attended the hearing and testimony was provided by City staff. After reviewing the evidence, the hearing examiner determined that the structure was dilapidated, a public nuisance, and issued an order of abatement requiring the structure to be demolished within 30 days. That order was posted and mailed, and a notice of dilapidation and lien was recorded on April 24, 2025. Mr. Purvis subsequently filed a formal appeal of the order on May 1, 2025, triggering the current review and the action that is before the Council this evening.

A lengthy discussion entailed along with input from the property owner, Mr. Purvis. Topics covered were whether the property was a hazard to the general health and safety of the community; how the structure itself does not currently meet the safety standards associated with building codes; homeless population using the structure; the gate and fence has been repaired and the property has been cleaned up; hesitancy about removing a structure that is used for a business; options to secure the structure to keep people out; possibly allow the property owner more time to secure the property; the structural integrity of the stem and outside walls that have significant lean and separation; floodplain issues; how if the structure is secured, it could only be used for storage, not living quarters; how even secured, staff believes it could still meet the definition of being a danger to citizens; and suspending the demolition order to allow 30 days to allow the property owner to secure the building.

Mr. Sherrick moved to extend the appeal and reconsider at the next City Council meeting, seconded by Mr. Kirkpatrick.

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

Voting Nay: None Motion: Passed

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.

Mr. Curtis reported that a five-member committee is proposed consisting of one City Council member, one City Planning Commissioner, and three community stakeholders. The committee will review the consultant proposals and select a consultant to be recommended, identify needed code improvements, engage stakeholders, and guide the code update as a process. Staff is recommending appointing the following: Dan Kelleher of Kelleher Architects, Brent Taylor, Taylor Homes Groups, Amos Radlinger, Chinowth & Cohen Realtors (also a member of the Board of Adjustment), Aaron Kirkpatrick from the

City Planning Commission, and then a member of the City Council to be appointed to this committee as well. Vice Mayor Dorsey volunteered to serve on the ad-hoc committee.

Mr. Kirkpatrick moved to appoint Vice Mayor Dorsey as the City Council Representative, Mr. Kirkpatrick as the City Planning Commission Representative, Dan Keleher, Brent Taylor, Amos Radlinger as Community Stakeholders to serve on the ad hoc committee, seconded by Mr. East.

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

Voting Nay: None Motion: Passed

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.

Mr. Curtis reported that the Bartlesville Park Board considered a proposal brought forward by the City Manager to honor a longtime city employee, Lisa Beeman, by naming the internal parkway at Lee Lake as Lisa Beeman Parkway. The internal roadway, while not officially classified as a City street, is a key component of the Lee Lake complex and serves as a cornerstone for vehicular traffic within the park area. The Park Board discussed the proposal in the context of Ms. Beeman's decades of 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 space throughout the community. Board members expressed unanimous support for the honorary designation, recognizing it as a fitting tribute to Ms. Beeman's legacy and contributes to the City's quality of life. The proposed naming would include signage at key intersections along the parkway to identify the designation, and those key intersections would be along Silver Lake and along Adams Boulevard. Mayor Curd and Vice Mayor Dorsey stated their support of the request and publicly thanked Ms. Beeman for her service and commitment to the City.

Mayor Curd moved to approve naming the internal parkway at Lee Lake to "Lisa Beeman Parkway" as presented, seconded by Vice Mayor Dorsey.

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

Voting Nay: None Motion: Passed

Mr. Bailey stated that Ms. Beeman means a lot to this community, as well as to the City of Bartlesville organization. He added that the idea to honor Ms. Beeman came from David Wood, President of the Bartlesville Development Authority. He thanked Ms. Beeman for her work and commitment to Bartlesville. Mayor Curd reiterated how it is a great honor to be able to honor her. She was the key element in bringing recreation and many amenities forward in the last several years. So good job, Beeman.

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.

Mr. Muninger reported that Resolution #3298 was adopted December of 2012, which is when the City adopted the accounting policies and procedures manual. There has been

no change since it was adopted in 2012. In that resolution, the city manager has the ability to change any part of those policies and procedures, but with the original record retention plan being silent on quite a few documents as being such a major change, staff felt it was pertinent to bring it before the Council for your consideration. Body worn cameras and text messaging were not around, and even voice mail was minimal. Email, although in 2012 was pretty prevalent, it's utilization for all business aspects really was not what it is today. The proposed Plan includes these forms of communication and recordings. Mr. Kirkpatrick asked for some information on the number of open records requests receive this year which was submitted to the Council as well as providing copies of 2025's request versus 2024's requests.

Key points raised during a lengthy discussion were retention specifics for emails, texts, voicemail, body-worn cameras, and social media; Staff emphasis on the balance between legal compliance, cost of data storage, and operational practicality; concerns raised about potential misuse of open records requests for political or retaliatory purposes; and Council members discussed their individual practices and concerns about message deletion, data manipulation, and recordkeeping consistency. Council agreed to set a two-year rolling retention period for emails, text messages, and other electronic messages that would apply to both staff and council members equally; Body-worn camera footage would follow the Police Department's existing policy, with the "none" category allowing department-specific standards to prevail; and other categories like social media and voicemails were deemed acceptable for immediate deletion unless otherwise required. Clarification was provided that the "none" category allows for no retention if not otherwise required by law.

Vice Mayor Dorsey moved to approve the updated policy with the change to move #1 under None to 2 YEARS (two-year retention) for email, text messages, and other electronic messages, seconded by Mr. Sherrick.

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

Voting Nay: None Motion: Passed

*Due to the time, Items 20-23 were not addressed. Item 20 will be addressed at the July 7. 2025 City Council meeting.

- 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. There being no further business to address, Mayor Curd adjourned the meeting at 8:30 p.m.



Agenda Item 7.b.i.
June 26, 2025
Prepared by Greg Collins
Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on the appointment of Ms. Amanda Hokola to Keep Bartlesville Beautiful, for her first three-year term.

Attachments:

Application – Amanda Hokola

II. STAFF COMMENTS AND ANALYSIS

Amanda Hokola submitted an application indicating interest in serving on Keep Bartlesville Beautiful Committee. Ms. Hokola is a local small business owner who has a background in urban farming and is a farmers market member. She is interested in drought-tolerant landscaping that can be utilized for foraging and is beneficial for pollinators.

III. RECOMMENDED ACTION

Approve the appointment of Ms. Amanda Hokola to Keep Bartlesville Beautiful, for her first three-year term, expiring July 2028.

Gregory S. Collins

From: Gregory S. Collins

Sent: Thursday, June 26, 2025 6:01 PM

To: Gregory S. Collins

Subject: FW: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

From: City of Bartlesville < ian@bitbrilliant.com>

Sent: Tuesday, May 27, 2025 9:26 PM

To: Elaine Banes < rebanes@cityofbartlesville.org>

Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Keep Bartlesville Beautiful
- Park Board
- · Tree Sub-Committee of the Park Board

Name

Amanda Hakola

Residential Address

1815 College View Dr. Bartlesville, OK 74003 Map It

Home Phone

(971) 237-1622

Email

amandahakola@gmail.com

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

I'm an urban farmer, environmental activist and farmers market member and love growing food and community where we live.

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

I've been involved with farmers market since 2001, and have had a local business Ragtag Resilience for the same amount of time and we continue to deepen our investment in Bartlesville as we raise our family here.

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

I would love to put a priority on investing in edible landscaping that can be utilized to provide forage for people and wildlife and beneficial pollinators specifically drought tolerant native plants and medicinal herbs.



Agenda Item 7.b.ii.

July 7, 2025

Prepared by Micah Snyder

Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on the appointment of Ms. Shavon Robles to the City Planning Commission for her first three-year term.

Attachments:

Application – Shavon Robles

II. STAFF COMMENTS AND ANALYSIS

The maximum number of consecutive terms one can serve is two. John Kane's second term on the City Planning Commission ended May 2025. Shavon Robles submitted an application indicating interest in serving on the City Planning Commission. As Executive Director of the West Side Community Center and other previous experience, she has a background in community engagement and program strategy. She also contributed to the development of the Endeavor 2045 Comprehensive Plan.

III. RECOMMENDED ACTION

Approve the appointment of Ms. Shavon Robles to the City Planning Commission for her first three-year term, expiring July 2028.

CITY OF BARTLESVILLE COLLAR TO COMMITTEES AND TRUST AUTHORITIES

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

	Community Center Trust Authority Construction and Fire Code Appeals Board Library Board Park Board Sewer System Improvement Oversight Committee Street and Traffic Committee Tax Incentive District Review Committee Tower Green Design Committee Transportation Committee Tree Sub-Committee of the Park Board White Rose Cemetery Board HOME PHONE: 918-550-4593
RESIDENTIAL ADDRESS: 600 S FLM	WORK PHONE: 918-336-6760
CITY/STATE/ZIP: BACTIES VILLE OK 74003	CELL PHONE: 917-679-8300
EMAIL ADDRESS: director @ wechartlesville.org	WARD NO:
What in your background qualifies you for service on the committees characteristics and the committees characteristics. Tell us about your previous community involvement and the duration of the committees characteristics.	
What would you like to see this board, commission, committee or authorized the see that the see	ority accomplish?
Signature: Sharon Rably	Date Applied: 7-15-24
Please mail or deliver to: City of Bartlesville City Manager's Office	E

For anything additional, please attach.

401 S. Johnstone Ave. Bartlesville, OK 74003

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

I hold a degree in Psychology with training in lean six sigma. My career in program strategy and event management, along with my experience as director of new business for an investment firm, aligns well with the City Planning Commission's responsibilities.

My volunteer work has significantly enriched my understanding of community needs and urban development:

- The Metropolitan Tulsa Urban League Young Professionals Auxiliary (MTULYP): Actively involved with the Metropolitan Tulsa Urban League where I supported efforts to integrate individuals into the economic and social mainstream by advocating for equitable access to resources and opportunities.
- □ **Tulsa Young Professionals**: Actively involved for several years, focusing on professional development and community engagement.
- ☐ **Tulsa School of Arts and Sciences Board**: Served for 1 year, guiding the school's mission and programs as required by TYPROS stipulations.
- □ **Phoenix Alternative School Youth Court Planning Committee**: Supported alternative education and youth justice initiatives.
- □ **Local Church Leadership**: Held leadership positions for several years, contributing to community and outreach programs.

These experiences have equipped me with a deep understanding of community dynamics and the ability to advocate for inclusive and equitable planning decisions, aligning with the City Planning Commission's goals.

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

My community involvement has been extensive and varied, highlighting my commitment to enhancing community well-being and engagement:

- Oklahoma Family Policy Council's K.E.E.P: Contributed to educational enrichment and abstinence training, focusing on informed decision-making regarding sexual purity, drugs, and alcohol.
- □ **KIPP Tulsa**: Supported the KIPP network's mission to provide high-quality education to underserved communities, emphasizing academic excellence and character development.
- □ **Junior Achievement**: Engaged in programs delivering financial literacy, work readiness, and entrepreneurship education to inspire and prepare young people for success.

G-Rated Performing Arts: Supported arts education and family-friendly
performances, fostering artistic development and positive entertainment.
MMBTV: Contributed to media and broadcasting efforts focused on community
engagement and positive programming.
Rollerson Productions: Assisted with creative projects and productions,
supporting local talent and enriching the cultural landscape of the community

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

Vision for the Commission:

- 1. **Inclusive Urban Development**: Advocate for policies that promote fairness and ensure all Bartlesville communities have access to essential resources, aligning with the Comprehensive Plan and Zoning regulations.
- 2. **Community Engagement**: Enhance communication with city officials and local stakeholders, provide educational resources, and ensure transparency in development decisions.
- 3. **Sustainable Practices**: Implement sustainable initiatives, like community garden projects, to improve city well-being and ensure compliance with long-term plans and regulations.
- 4. **Multicultural Initiatives**: Promote multiculturalism and equity, integrating diverse cultures into the planning process to maintain Bartlesville's cultural diversity.
- 5. **Strategic Partnerships**: Strengthen partnerships with organizations to leverage resources and ensure comprehensive development initiatives supported by the community.

Commitment Demonstrated: Hosted a successful meeting at the Westside Community Center on July 2nd to discuss community revitalization and city growth opportunities with local residents.

Goal: Ensure Bartlesville's development aligns with its long-term vision and regulatory framework, creating a vibrant, inclusive, and sustainable city.



Agenda Item <u>7.b.</u>iii.

July 7, 2025

Prepared by Micah Snyder

Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on the appointment of Mr. Wyatt Gerth to the City Planning Commission to fill the unexpired term of Adam Hibdon.

Attachments:

Application – Wyatt Gerth

II. STAFF COMMENTS AND ANALYSIS

Adam Hibdon recently relocated his residence outside city limits, making him ineligible to serve on the City Planning Commission per Ordinance No. 3446. His term ends September 2027. Wyatt Gerth submitted an application indicating interest in serving on the City Planning Commission. He has a background in education as the instructor for the Creative Marketing Communications program at Tri County Tech. He also has significant civic involvement through volunteering efforts such as Run the Streets and Young Professionals of Bartlesville.

III. RECOMMENDED ACTION

Approve the appointment of Mr. Wyatt Gerth to the City Planning Commission to fill the unexpired term of Adam Hibdon, expiring September 2027.

Elaine Banes

rom:

City of Bartlesville <ian@bitbrilliant.com

Sent:

To:

Elaine Banes

Subject:

New submission from Application for City Boards, Commissions, Committees & Trust

C: Sany Gentis Tarro Lumpatrick

Authorities

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

City Planning Commission

Name

Wyatt Gerth

Residential Address

2928 Staats Drive Bartlesville, Oklahoma 74006 Map It

Home Phone

(918) 213-9226

Cell Phone

(918) 213-9226

Email

Wyatt.Gerth@tricountytech.edu

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

As an educator and community leader in Bartlesville, my work is deeply rooted in the intersection of creativity, strategy, and civic engagement. I currently serve as the instructor for the Creative Marketing Communications program at Tri County Tech, where I not only teach but also help students engage with local businesses through real-world campaigns. This experience gives me a unique perspective on how planning and development decisions can impact economic growth, education, and the cultural fabric of our community.

My professional background also includes providing marketing and strategic training to small businesses and tribal organizations, which has helped me understand the diverse needs of our local economy. I'm frequently involved in discussions around community development, entrepreneurship, and innovation, and I bring a forward-thinking, solutions-oriented mindset to everything I do. My collaborative approach and strong communication skills would make me an effective and thoughtful contributor to the City Planning Commission.

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

Since moving to Bartlesville in 2019, I've actively sought out ways to contribute beyond the classroom. I've served on local advisory boards, volunteered for community events, and built partnerships between Tri County Tech and numerous area organizations. Whether helping students connect with local businesses for hands-on projects or supporting events that celebrate our city's creative energy, I've consistently looked for ways to bridge education, economic opportunity, and civic pride.

Additionally, I've worked with local chambers of commerce and nonprofit organizations such as Run the Streets and Young Professionals of Bartlesville to support small business development and workforce education. This community involvement is ongoing and something I see as central to my role as an educator and resident. Bartlesville has given me a lot, and I believe in giving back in meaningful, sustainable ways.

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

I would love to see the Planning Commission continue fostering intentional growth that honors Bartlesville's history while embracing its potential. I believe there's a unique opportunity to align our city's planning efforts with broader goals related to economic development, cultural vibrancy, sustainability, and inclusive design.

As Bartlesville continues to evolve, I hope this commission can help shape a future where development meets the needs of all residents—whether that's through more accessible public spaces, thoughtful housing expansion, or creating zones that invite creative and entrepreneurial energy into underutilized areas. My hope is to contribute to a vision where strategic planning leads to long-term quality of life for our community, and I'm eager to be a part of those conversations and solutions.

Elaine Banes

From: David Wood <dwood@bdaok.org> Sent: Wednesday, June 25, 2025 8:54 AM

To: **Elaine Banes**

Cc: Mike L. Bailey

Subject: RE: City Council Draft Agenda #1

CAUTION: External Source. THINK BEFORE YOU CLICK!

Hiya, Elaine!

We nominated new BDA officers and a new Trustee to replace Drew Ihrig (expiring term) this morning. Would you put this on the consent agenda for Council ratification please?

- Chair: Mr. Chase Allcott
- Secretary/Treasurer: Ms. Tara Gotwalt
- Trustee: Mr. Mark Runnels

Thank you so much!

David Wood

President **Bartlesville Development Authority**



Agenda Item 7.c.i.

June 27, 2025

Prepared by Jess M. Kane

Legal Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a resolution authorizing and requiring the marking of the graves of John F. Walters and George E. Moore and commending Joe Todd for his efforts on behalf of veterans.

Attachments:

Proposed Resolution

II. STAFF COMMENTS AND ANALYSIS

Joe Todd, member of the board of trustees of White Rose cemetery, local historian and veterans advocate, contacted the City concerning plots 3-5-12 and 6-136-5 in White Rose Cemetery. Those plots are occupied by the earthly remains of John F. Walters and George E. Moore, veterans of the First World War who died on December 9, 1919 and October 15, 1918, respectively, of pneumonia. Their graves remain unmarked, and without recognition of their honorable service in the United States Army.

Pursuant 11 O.S. § 26-105 the City of Bartlesville has established certain rules and ordinances for the regulation, protection and governance of White Rose Cemetery. Those rules require that only family members may mark graves in White Rose Cemetery. While this is generally a wise policy, it has prevented John F. Walters and George E. Moore from being properly honored for their lives and service because they have no living family. Because the governing body of the municipality has the authority under 11 O.S. § 26-105 to establish rules for White Rose Cemetery, it is also within the authority of the Council to provide for certain exceptions that would allow John F. Walters and George E. Moore to be appropriately honored.

But for the diligence and passion of Joe Todd, the graves of John F. Walters and George E. Moore would remain unmarked. Mr. Todd is deserving of special commendation from the Council for his tireless efforts on behalf of Bartlesville veterans.

III. RECOMMENDED ACTION

Approve Resolution as presented.

		RESOLU	TION NO.	•				
A RESOLU EMPLOYEE NEGOTIATE	POSITIONS	TO API	PROVE L	LEGAL	SETTLEM			
WHEREAS, pu for the regulation						rtain rules	and ordinanc	es
WHEREAS, sai		nances require	family mem	bers to ma	ork the graves o	f deceased	persons buri	ed

WHEREAS, JOHN F. WALTERS and GEORGE E. MOORE served honorably in the United States Army during the First World War and are each buried in an unmarked graves in White Rose Cemetery; and

WHEREAS, it is necessary and advisable for the City Council, pursuant to its authority to establish certain rules and ordinances for the regulation, protection and governance of White Rose Cemetery under 11 O.S. § 26-105, to provide for marking of the graves of JOHN F. WALTERS and GEORGE E. MOORE, and

WHEREAS, JOE TODD should be commended for his tireless efforts to preserve the military history of Bartlesville, and to honor the sacrifice of veterans such as JOHN F. WALTERS and GEORGE E. MOORE.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BARTLESVILE, OKLAHOMA, THAT:

The Board of Trustees of White Rose Cemetery and Bartlesville City staff are hereby authorized and required to place appropriate makers on the graves of JOHN F. WALTERS and GEORGE E. MOORE to honor their lives and service to our country in the First World War.

BE IT FURTHER RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BARTLESVILE, OKLAHOMA, THAT:

Joe Todd is hereby formally commended for his tireless efforts to preserve the military history of Bartlesville, and to honor the sacrifice of Bartlesville veterans.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 7th DAY OF July, 2025.

	James S. Curd, Jr., Mayor City of Bartlesville
City Clerk City of Bartlesville	-



Agenda Item <u>7.c.</u>ii.

July 7, 2025

Prepared by Robin Betts, HR Director

Human Resources Division

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution to amend the contracts of the City Attorney, City Judge, and City Manager adjusting their compensation to accommodate the approved cost of living adjustments and merit increases for Fiscal Year 25-26.

Attachments:

Certain Contract and Appointed Employee Pay Increase Resolution

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville City Council has approved a 2.5% cost of living adjustment and 2.5% merit increase for all general employees of the City of Bartlesville for fiscal year 2025-2026. It has been a common practice to provide the same increases to the City Attorney, City Judge, and City Manager.

This resolution would amend the compensation section of the previously listed employees' contracts to provide the same increase for them as all employees.

III. BUDGET IMPACT

The total budget impact of these salary increases is \$17,393.47. This amount was considered in the budget that was approved by City Council on May 5, 2025.

IV. RECOMMENDED ACTION

Staff recommends approval of resolution to provide cost of living and merit increases to certain contracted and appointed employees.

RESOLUTION NO.	
----------------	--

A RESOLUTION MAKING A COST OF LIVING INCREASE AND MERIT INCREASE FOR CERTAIN CONTRACT AND APPOINTED EMPLOYEES OF THE CITY OF BARTLESVILLE, OKLAHOMA

WHEREAS, the Bartlesville City Council has approved cost of living adjustments and merit increases for all general employees of the City of Bartlesville and desires to make the same for the City Attorney, City Judge, and City Manager.

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

That the wages in effect for the individuals holding the four positions above set forth are adjusted as follows:

- 1. That a 2.5% cost of living adjustment is hereby granted effective July 1, 2025;
- 2. That a 2.5% merit increase is hereby granted effective July 1, 2025;
- 3. That for the City Attorney, City Judge, and City Manager who have contracts, this Resolution shall constitute an amendment to the compensation provision of their contracts.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS $7^{\rm th}$ DAY JULY, 2025.

MAYOR



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2024-25 appropriating unanticipated revenue for the Health Insurance Fund.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2024-2025. Appropriating unanticipated revenue for the Health Insurance Fund.

II. STAFF COMMENTS AND ANALYSIS

The City needs to appropriate funds to cover unexpected specialty drug costs. \$377,764 will come from unanticipated revenue from Stop Loss Reimbursements.

III. BUDGET IMPACT

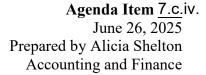
Budgetary impact nets zero, \$377,764 increase in revenue and \$377,764 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

	RESOLUTION	ON		
A RESOLUTION BARTLESVILLE, APPROPRIATING INSURANCE FUND	OKLAHOMA UNANTICIPATE	THE BUDGET FOR FISCAI ED REVENUE		CITY OF 2024–2025 E HEALTH
WHEREAS, THE C Reimbursements in the			l revenue fro	om Stop Loss
WHEREAS, the City to their expenditure;	of Bartlesville needs	to appropriate \$37	7,764 of these	revenues prior
NOW, THERFORE, OF BARTLESVILLI			COUNCIL O	F THE CITY
	eral Services Dept (1 l as follows:	170) of the Health I	nsurance Func	d (661) shall be
Gro	oup Insurance (51140	0)	\$	377,764
APPROVED BY THE CITY OF BARTLES				YOR OF THE
Attest:			Mayor	

City Clerk





I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of the City of Bartlesville for fiscal year 2025-26 appropriating unbudgeted Fund Balance for the Capital Reserve Fund.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2025-2026. Appropriating unbudgeted Fund Balance for the Capital Reserve Fund.

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville received \$25,000 from the City of Pawhuska during the transfer/trade of the 1998 Ferrara Fire Truck. These funds must be appropriated prior to their expense.

III. BUDGET IMPACT

Budgetary impact nets zero, \$25,000 increase in revenue and \$25,000 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

	RESOLU	TION			
BARTLESVILLE, OK	LAHOMA	FOR	FISCAI		
WHEREAS, THE City of \$25,000; and	Bartlesville	has unb	adgeted fund	d balance in	the amount of
WHEREAS, the City of Batto their expenditure;	urtlesville nee	eds to app	ropriate \$25	6,000 of these	e revenues prior
NOW, THERFORE, BE I OF BARTLESVILLE, OF			HE CITY	COUNCIL (OF THE CITY
The Fire Dept follows:	(250) of the	Capital F	Reserve Fun	d (675) shall	be increased as
Tools &	Equipment ((53410)		\$	25,000
APPROVED BY THE CITY OF BARTLESVILI					YOR OF THE
Attest:				Mayor	

City Clerk



Agenda Item: 7.d.i.
Date: 6/17/2025

Prepared by: Chief Call Department: Fire

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agenda language: Consent Agenda Item – Approval of Agreement

Attachments: Fire Apparatus Purchase Agreement - State of Oklahoma State Bid Pricing between the City of Bartlesville and Conrad Fire Equipment/Pierce OshKosh Corporation for the amount of \$858,839.53.

II. STAFF COMMENTS AND ANALYSIS

This item deals with the purchase of a new 2026 custom fire engine. This new fire engine will have added foam firefighting capabilities for airport responses and will replace our oldest front-line engine a 2007 model. The 2007 model will be placed in reserve status and used as a back-up engine. This item will be purchased through the State of Oklahoma Statewide Bid Contract SW0240 good through 12/31/2026.

III. BUDGET IMPACT

25-26 budgeted item. This item was included in the approved 25-26 City of Bartlesville budget as a Capital Improvement Project - Capital Reserve Fund (675). Budgeted amount was \$950,000. Remaining funds will be used to purchase hose, tools, and equipment needed to outfit the truck.

IV. RECOMMENDED ACTION

City staff recommends approval of the Fire Apparatus Purchase Agreement at the next City Council Meeting.



Source well	CONRAD	FIRE	ce.
	Apparatus Q	uote	
Customer Name:		Sales Rep:	
Submitted Date:		Evaluation Data	
Submitted Date.		Expiration Date:	
	Apparatus D	etail	
Qty. Descr	ription	Price	
Quote Bid No.:	Quote Doo	Date:	
Performance Bond	Warranty F	Period:	
Estimated Build Time:			
Estimated Balla Time			
	Payment Opt	ions	
OPTION 1 (with Pre-Payment	t Discount)	OPTION 2 (w/o Pre-Payment Dis	count)
Apparatus Purchase Price		Apparatus Purchase Price	
Trade-in Value		Trade-in Value	
Price After Trade-in		Price After Trade-in	
Pre-Payment Discount		Pre-Payment Discount	N/A
Extrication Rescue Tools		Extrication Rescue Tools*	
Loose Equipment		Loose Equipment*	
Options		Options	
Due Upon Order		Due Upon Delivery	
Payment Terms		Notes	
This quote with its attached provision	ns and apparatus specific	ations are accepted by:	
 Name	 Signature		

APPARATUS QUOTE PROVISIONS

This Quote (together with all attachments referenced herein), as provided by CONRAD FIRE EQUIPMENT, INC (Company) to the referenced Customer (Customer) includes the following terms and conditions and attached product specifications as hereby acknowledged by the Company and the Customer. The terms herein shall be applicable to the sale related to this quote and effective upon the Parties pursuant to the Customer's acceptance of this quote and/or the Customer's issuance of an official purchase order or the execution of a related contract between the parties, which shall expressly incorporate these provisions by referencing the date and bid number of this quote.

- 1. <u>Specification Changes.</u> Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost.
- 2. <u>Commercial Chassis Pricing Changes.</u> Pricing for commercial chassis provided by manufacturers other than Pierce (e.g., Kenworth, International, Peterbilt, etc.) may be subject to change subsequent to an order being placed as determined by the commercial chassis manufacturer. To the extent practicable, Company will document any such updated price for the Customer's approval before proceeding and provide an option to cancel the order.
- 3. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. To the extent this provision results in a price increase to the Customer for the order associated with this quote, the Company will notify the Customer in writing of such price increase for the Customer's approval before proceeding with the order; in lieu of proceeding with the order, the Customer may cancel the associated order without penalty by providing the Company written cancellation within 30-Days of of receiving the price increase notice pursuant to this provision.
- 4. Payments. Pre-payment discounts are based on purchase price at time of order and are not subject to change. Any outstanding balance related to an order is due upon product delivery. All taxes, excises and levies that Company may be required to pay or collect for any reason shall be for the account of the Customer and shall be added to the Purchase Price. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of [KANSAS].
- 5. <u>Cancellation/Termination.</u> In the event this associated order is canceled or terminated by the Customer before completion for any reason other than that directly related to and allowed per the provisions of Paragraph 3 above, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.
- 6. <u>Delivery and Custody.</u> Delivery of the Product is scheduled to be within the production timeline specified herein following the Effective Date of this Agreement. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract and is an approximation based on current information. Delivery updates will be made available and a final firm delivery date will be provided once established. The Customer is responsible for taking delivery of product directly from the Company and risk of loss transfers to the Customer upon an authorized Customer representative acknowledging product delivery. Payment shall be rendered according to the payment terms herein.
- 7. <u>Governing Law and Jurisdiction.</u> Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the state of KANSAS.
- 8. <u>Entire Agreement.</u> This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.
- 9. <u>Conflict.</u> In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.



44088

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Option List

Job Number:

Bartlesville Fire Department **Bid Number:** Customer:

Representative Brown, Roger

Conrad Fire Equipment **Number of Units:** Organization:

Requirements Manager:

06/09/2025 **Bid Date: Description:** Saber 7010 1500/750 SC, Low Hose Bed **Stock Number:**

Body: Pumper, Medium, Aluminum, 2nd Gen, Saber Price Level: 51 (Current: 52)

Chassis: Saber FR Chassis Lane:

Cilas			Sabel FR Glassis Laile.	
Line	Option	Type	Option Description	Qty
1	0074080		Build-to-Order, Pierce Florida Product - 2nd Gen Pumper	1
2	0010012		No Boiler Plates requested	1
3	0661794		Single Source Compliance	1
4	0584455		Manufacture Location, Bradenton, Florida	1
	0584453		RFP Location: Bradenton, Florida	1
6	0588609		Vehicle Destination, US	1
	0629866	SP	Comparison Report Required - PMFD	1
8	0816491		Fill in Blank - 43268 Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
9	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
10	0588611		Vehicle Certification, Pumper	1
11	0568412		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1
12	0766110		Sourcewell	1
13	0537375		Unit of Measure, US Gallons	1
	0030006		Not Requested	1
	0816569		P-Bond, Not Requested, PPI	1
16	0000007		Approval Drawing	1
	0002928		Electrical Diagrams	1
	0632451		Saber FR Chassis	1
	0629024		Chassis Discount, Saber FR	1
20	0000110		Wheelbase	1
			Wheelbase - 184.50"	
21	0000070		GVW Rating	1
			GVW rating - 42,000#	
	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
23	0020018		Frame Liner Not Req'd	1
	0635815		18,000 lb Dana Axle	1
	0637879		Suspension, Front, Standens, Taper Leaf, 18,000 lb, Saber FR/Enforcer	1
	0778717		Shock Absorbers on Front Axle, Koni, Saber FR	1
	0000322		Oil Seals, Front Axle	1
28	0582936		Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1
29	0019575		Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1
30	0641555		Axle, Rear, Dana S23-190, 24,000 lb, Saber/Enforcer	1
31	0544253		Top Speed of Vehicle, 68 MPH /109 KPH	1
32	0565379		Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer	1
	0000485		Oil Seals, Rear Axle	1
	0782805		Tires, Rear, Goodyear, Armor Max MSD, 12R22.50, LRH, Single	1
35	0039925		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single, 12R Tire	1
	0568081		Tire Balancing, Counteract Beads	1
37	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
00	0000045		Qty, Tire Pressure Ind - 6	
	0003245		Axle Hub Covers W/center hole, S/S, Front Axle	1
	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
	0002045		Mud Flap, Front and Rear, Pierce Logo Chains, Openet Automatic Tire, Custom Locking Switch	1
	0760616		Chains, Onspot Automatic Tire, Custom, Locking Switch	1
42	0617577		Chocks, Wheel, Worden HWG- SB, Super Gripper Qty, Pair - 01	1
43	0646364		Mounting Brackets, Chocks, Worden Safety, Model U815T	1
			Location, Wheel chock - one ahead and behind drivers rear axle	
			Qty, Pair - 01	
44	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1

45 0690932 46 0581433 Brakes, Bendix, ADB-22X, 17" Disc, Front 47 0020784 Air Compressor, Brake, Cummins/Wabco 18.7 CFM 48 0644232 Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber I Paint Color, Air Tanks - Frame color 49 0644228 Air Dryer, Wabco System Saver 1200 IWT, Heated, 10" Frame, So 0000790 Brake Lines, Nylon 51 0000854 Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1 52 0811001 SP Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, S BMP/HDR/STK Not Required, Engine Contingency Adjustment High Idle w/Electronic Engine, Custom Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Clutch, Fan, Air Actuated, Saber FR/Enforcer	standen, SFR/Enf 1 1 1 ab FR/Enf, 1 1 1
Air Compressor, Brake, Cummins/Wabco 18.7 CFM Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber I Paint Color, Air Tanks - Frame color Air Dryer, Wabco System Saver 1200 IWT, Heated, 10" Frame, Brake Lines, Nylon Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1 Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, S BMP/HDR/STK Not Required, Engine Contingency Adjustment High Idle w/Electronic Engine, Custom Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	1 FR/Enforcer 1 1
Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber Paint Color, Air Tanks - Frame color Air Dryer, Wabco System Saver 1200 IWT, Heated, 10" Frame, Brake Lines, Nylon Standard Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1 Spanning Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, S BMP/HDR/STK Not Required, Engine Contingency Adjustment High Idle w/Electronic Engine, Custom Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	FR/Enforcer 1 , Standen, SFR/Enf 1 1 ab FR/Enf, 1 1 1 Lo
Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber Paint Color, Air Tanks - Frame color Air Dryer, Wabco System Saver 1200 IWT, Heated, 10" Frame, Brake Lines, Nylon Standard Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1 Spanning Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, S BMP/HDR/STK Not Required, Engine Contingency Adjustment High Idle w/Electronic Engine, Custom Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	FR/Enforcer 1 , Standen, SFR/Enf 1 1 ab FR/Enf, 1 1 1 Lo
49 0644228 Air Dryer, Wabco System Saver 1200 IWT, Heated, 10" Frame, 50 0000790 Brake Lines, Nylon 51 0000854 Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1 52 0811001 SP Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, S BMP/HDR/STK 53 0811409 Not Required, Engine Contingency Adjustment High Idle w/Electronic Engine, Custom Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	1 1 ab FR/Enf, 1 1 1 1 Lo
50 0000790 Brake Lines, Nylon 51 0000854 Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1 52 0811001 SP Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, S BMP/HDR/STK 53 0811409 Not Required, Engine Contingency Adjustment High Idle w/Electronic Engine, Custom Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	1 1 ab FR/Enf, 1 1 1 1 Lo
51 0000854 Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1 52 0811001 SP Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, S BMP/HDR/STK Not Required, Engine Contingency Adjustment High Idle w/Electronic Engine, Custom Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	1 ab FR/Enf, 1 1 1 1 Lo
Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1 52 0811001 SP Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, S BMP/HDR/STK 53 0811409 Not Required, Engine Contingency Adjustment High Idle w/Electronic Engine, Custom 55 0687994 Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	ab FR/Enf, 1 1 1 1 1 Lo
Qty, Air Coupling (s) - 1 52 0811001 SP Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, S BMP/HDR/STK 53 0811409 Not Required, Engine Contingency Adjustment High Idle w/Electronic Engine, Custom 55 0687994 Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	1 1 1 Lo
52 0811001 SP Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, S BMP/HDR/STK 53 0811409 Not Required, Engine Contingency Adjustment 54 0001244 High Idle w/Electronic Engine, Custom 55 0687994 Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	1 1 1 Lo
53 0811409 Not Required, Engine Contingency Adjustment 54 0001244 High Idle w/Electronic Engine, Custom 55 0687994 Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	1 1 Lo
54 0001244 High Idle w/Electronic Engine, Custom 55 0687994 Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	1 1 Lo
55 0687994 Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	1 Lo
Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med	Lo
56 0644227 Clutch Fan Air Actuated Saher FR/Entorcer	1
57 0640477 Air Intake, Metal Screen, Saber FR/Enforcer	1
58 0814375 Exhaust System, Horizontal, Right Side	1
Exhaust, Diffuser - Aluminized Steel (Standard)	
Exhaust, Material/Finish - Aluminized Steel (Standard Location, Diffuser Termination - 2.00" Past Rub Rail	
Tip, Exhaust - Straight Tip (Standard)	
59 0788765 Radiator, Saber FR/Enforcer	1
60 0001090 Cooling Hoses, Rubber	1
61 0770792 Fuel Tank, 65 Gallon, Left Side Fill, Common Air Bottle Door	1
62 0001129 Lines, Fuel	1
63 0618791 DEF Tank, 4.5 Gallon, LS Fill, Forward of Axle, Common Air Bo	
64 0723716 Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt R	leq'd 1
65 0552712 Not Required, Shutoff Valve, Fuel Line	1
66 0699437 Cooler, Chassis Fuel, Not Req'd.	1
67 0690880 No Selection Required From This Category	1
68 0887559 Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/SF	FR/Enf 1
69 0625329 Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
70 0684459 Transmission Oil Cooler, Modine, External	1
71 0001370 Driveline, Spicer 1710	1
72 0637248 Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Sab	er FR/Enforcer 1
73 0509229 Steering Wheel, 2 Spoke	1
74 0681841 Logo/Emblem, Not Required	1
75 0606441 19" Painted Steel Bumper	1
76 0640197 Tray, Hose, Center, 19" Bumper, Outside Air Horns	1
Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 20) 125' of 1.75"	
77 0633479 Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
Qty, Pair - 01	
78 0614646 No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
79 0002270 Tow Hooks, Chrome	1
80 0632360 7010 Saber Cab	1
81 0647919 Engine Tunnel, ISL, Spray Insulation, Saber FR/Enforcer	1
82 0887601 Cab Insulation, Enforcer/Saber FR	1
83 0633594 Rear Wall, Interior, Adjustable Seating	1
84 0632103 Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
Material, Exterior Rear Wall - Aluminum Treadplate	
85 0644201 Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
86 0636939 Grille, Polished Stainless Steel, Front of Cab, Saber FR	1
87 0647932 Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/E	
88 0087357 Molding, Chrome on Side of Cab	1
89 0772130 Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	t, Marker Light 1
90 0648170 Half Height Door	1
Key Model, Cab Doors - 751	
Cab, Exterior Door Handle, Finish - 4-Door, Chrome/	
91 0655543 Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Co	ab 1

Line	Option	Туре	Option Description	Qty
92	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
93	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
94	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
95	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
96	0002141		Fenders, s/s on cab - Saber/Enforcer	1
97	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
98	0012090		Not Required, Windows, Front/Side of raised roof	1
99	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
100	0798597		Holder, Cup, Cab/Crewcab, Each, Loc	2
			Location - on top of engine tunnel for driver and officer Qty, - 02	
101	0722796		Dash, Poly, Saber FR/Enforcer	1
	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.50"	
			Material Finish, Cab Interior - Painted	
103	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
104	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
105	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
106	0741237		HVAC, Standard-Duty, Saber FR, CARE	1
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc Panel Position #12	
107	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1
			Sun Visor Retention - Thumb Latch	
108	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
109	0002526		Light, Engine Compt, All Custom Chassis	1
110	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Southco C2 Chrome Flush	
111	0583039		Not Required, Side Roll and Frontal Impact Protection	1
112	0622617		Seating Capacity, 6 Belted Seats	1
	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, PRIMARY, SFR/Enf	1
	0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, PRIMARY, SFR/Enf	1
	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Southco C2 Chrome Flush	•
116	0632852		Seat, Rr Fcng C/C, LS Otbrd, Pierce PSV, SCBA, PRIMARY, SFR/Enf	1
	0102783		Not Required, Seat, Rr Facing C/C, Center	1
	0632848		Seat, Rr Fcng C/C, RS Otbrd, Pierce PSV, SCBA, PRIMARY, SFR/Enf	1
	0781275		Cabinet, Forward Facing, LS, 22 W x 60 H x 16.25 D, Roll, SFR/Enf	1
113	0701270		Material Finish, Shelf - Painted - Cab Interior	'
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Flange Down	
			Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking	
			Light, Tall Cabinet - Pierce, Interior, Left Side	
			Louvers, Cabinet - 0-No Louvers	
120	0819072		Seat, Fwd Fcng C/C, Ctr, (1) Pierce PSV, SCBA, Foldup, 17" Btm, PRIMARY,	1
			SFR/Enf	
121	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
122	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	6
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 06	
123	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	5
			Qty, - 05	
124	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
125	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
126	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	

Line	Option	Туре	Option Description	Qty
126			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
128	0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer	1
400	0000544		Emergency Switching - Individual Switches	
	0002544		Air Restriction Indicator - Pierce Chassis	1
130	0543751		Light, Do Not Move Apparatus	1
404	0007050		Alarm, Do Not Move Truck - Steady Alarm	
	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
	0754774		Switching, Cab Instrument Lower Console & Overhead, Rocker, Saber	1
133	0802940		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
124	0000007		Location, Wiper Control - Standard Location NFPA 2024	1
134	0820897			1
			Location, Wiring - Behind Officer Seat 12vdc power from - Battery direct	
			Wire termination - 10-Place Bus Bar w/Cover	
135	0820894		NFPA 2024	1
.00			Location, Wiring - switch panel #14	•
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
136	0821226		NFPA 2024	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - switch panel #14	
137	0763646		Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf	1
			System Of Measurement - US Customary	
138	0816633		Collision Mitigation, HAAS Alert (R2V), HA7	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
140	0687904		Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat	1
			Location - officer side of cab roof	
			Qty, - 01	
141	0808099		Camera, Pierce, 7" HD, R, Camera, AHD	1
			Color - 4) white	
			Location, Camera Monitor - Driver Side In Custom Dash	
	0814831		Not Required, Camera Switcher	1
143	0674566		Location, Rear Vision Camera	1
	0001010		Location - Center at rear	
	0624249		Electrical Power/Signal Protection & Control, Saber FR	1
	0624260		Hard Wired Electrical System	1
	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
	0008621		Battery System, Single Start, All Custom Chassis	1
	0002698		Battery Compartment, Saber/Enforcer	1
	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
150	0814893		Location, Body, Charger, Front Side Compartment, LS	1
. –	00445:-		Location, Comp Body - High On Left Wall	
_	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
_	0814939		Location, Cab, Ind/Remote, Driver's Seat Riser	1
153	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
454	0000400		Shoreline Connection - Battery Charger	,
154	0020168		Shoreline Cab Loc, Cab, Saber FR	1
455	0647700		Location, Shoreline(s) - DS Cab Side	
	0647729		Alternator, 320 amp, Delco Remy 40SI	1
	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
157	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/DCF/Enf/Imp/Sab/Vel	1
450	0707040		Color, Headlight Bez - Chrome Bezel	,
158	0797346		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out Wrn Lts, Enf/Sab	1
150	0620054		Color, Lens, LED's - Match	4
	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
	0647802	CD.	Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
161	0786144	SP	Lights, Marker, Cab Front Side, Truck-Lite 19036YLED, Enf, Saber FR	1

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Line Option	Туре	Option Description	Qty
162 062728	2	Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
163 080451	4	Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
		Color, Lens, LED's - Match	
		Flash Pattern, Directional Lts - Steady On (Arrow)	
164 080646		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
165 088957	7	Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
	_	Color, Trim - Chrome Housing	
166 055684		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
167 058990		Alarm, Back-up Warning, PRECO 1040	1
168 068760		Lights, Perimeter Cab, Truck-Lite 6060C LED 4Dr, Grommet Mt	1
169 076957		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
170 077005	6	Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
474 055000	.0	Control, Perimeter Lts - Parking Brake Applied	4
171 055636		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
172 009793	0	Housing, Light, Painted Blister	6
		Location, Lights - Per AD	
173 073583	6	Qty, - 06 Light, Roof Mt, HiViz, FT-B-46-*-*, Cnt Feature	1
173 073303	.0	Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	ı
		Color, Lt Housing HiViz - Black	
		Scene Light Optics - Flood/Spot	
174 076806	1	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 1st	1
		Location - behind drivers door above side crew cab window	
		Qty, - 01	
		Color, WIn Lt Housing - Chrome Cover	
		Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
175 076805	9	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 2nd	1
		Location - behind officers door above side crew cab window	
		Qty, - 01	
		Color, WIn Lt Housing - Chrome Cover	
176 076361	0	Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	1
176 076361	U	Lights, WIn, PCPSM2*, Pioneer, 12 VDC, 1st	1
		Location - above LS1 compartment Qty, - 01	
		Color, WIn Lt Housing - Chrome Cover	
		Control, Scene Lts - DS Scene Lts	
177 076360	8	Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 2nd	1
		Location - above RS1 compartment	
		Qty, - 01	
		Color, Wln Lt Housing - Chrome Cover	
		Control, Scene Lts - PS Scene Lts	
178 064587	7	Lights, Hose Bed, Sides, Dual LED Light Strips	1
	_	Control, Hose Bed Lts - Cup Switch At Rear	
179 064567		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
180 073811	0	Lights, Rear Scene, Wln, PCPSM1* Pioneer LED Fld/Spt, Surface Mount	2
		Qty, - 02	
		Color, Win Lt Housing - Chrome Cover	
		Control, Rear Scene Lts - Cab Switch Panel DS, Pump Panel DS and Body Switch, DS Rear Bulkhead	
		Location, Scene Lights - Each Side Rear Body, High, 2lts	
181 070943	8	Lights, Walk Surf, FRP Flood, LED	1
182 080286		Pumper, Medium, Aluminum, 2nd Gen, Saber	1
183 063236		No Additional Florida Discount - w/Saber FR Chassis	1
184 055427		Body Skirt Height, 20"	1
185 001349		750 Gallon New York Style Water Tank	1
186 000340		Overflow, 4.00" Water Tank, Poly	1
187 002810		Foam Cell Required	1
188 063306		Sleeve, Through Tank	1
		Qty, Sleeve - 1	
		Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
189 055372	5	Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
190 000342	9	Not Required, Direct Tank Fill	1
191 000342	4	Not Required, Dump Valve	1

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Line	Option	Туре	Option Description	Qty
192	0048710		Not Required, Jet Assist	1
193	0030007		Not Required, Dump Valve Chute	1
194	0514778		Not Required, Switch, Tank Dump Master	1
195	0709973		New York Style Hose bed	1
			Material Trim/Scuffplate - b) S/S, Brushed	
			Finish, Inside of Hose Bed - Painted	
			Finish, Inside of Cargo Area - Painted	
196	0723549		Painted Hose Bed	1
			Paint Color, Hose Bed Interior - Match Lower Body	
197	0003481		Hose Bed Capacity, Special	1
			Capacity, Hose Bed - 1000' of 5" DJ Poly and 500 of 2.5" DJ Poly	
198	0083488		Divider, Hose Bed, .25" Unpainted	1
			Qty, Hose Bed Dividers - 1	
	0806306		Straps, Top of Hose Bed	1
200	0816351		Hose Restraint, Hose Bed, Web, Rear, Separate From Top, Seat Belt, Cross Tube	1
			Color, Strap - Orange	
			Release, Seat Belt Buckle - Bar	
201	0648736		Fastener, Rear Restraint, Bottom - Seat Belt Buckle (hinged)	1
201	0040730		Crosstube, Reinforcement, Above Hose Bed	
			Location - rear of hose bed	
202	0581892		Material/Finish, Cross Tube - Painted Match Upper Divider, .25", Unpainted, Permanent	1
202	0301032		·	'
			Location - In hosebed, next to the ladder compartment Qty, - 1	
203	0680205		Running Boards, 14.75" Deep	1
	0689497		Tailboard, 24" & 8" Deep, T-Shaped, Angled Corners	1
	0818176		Wall, Rear, Smooth Aluminum/Body Material, 16" Inset	1
			Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	-
206	0889214		Tow Eyes, w/Tow Bar, 2G Pumper	1
	0590926		Hose Restraint, Running Board, Velcro Straps	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
208	0695614		Tray, Hose, Running Board, Free Floating, Special Capacity, Tapered Both Corners	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
			Capacity, Hose Tray - 25' of 5.00"	
	0895820		Construction, Compt, Alum, 2G Pumper	1
	0023650		152" Rollup FH Front & Rear FDLER	1
	0063658		152" Rollup FH Front & Rear FDLER	1
212	0594005		Doors, Rollup, Amdor, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
212	0013671		Latch, Roll-up Door - Non-Locking Liftbar 30.75" FF Rollup Rear Compt	1
	0594003		Door, Amdor, Rollup, Rear Compartment	1 1
214	0594005		•	1
			Color, Roll-up Door - AMDOR Satin Aluminum Latch, Roll-up Door - Non-Locking Liftbar	
215	0554995		No Body Modification Required	1
	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
2.0	0010010		Qty, - 07	•
			Location, Compartment Lights - All Body Compts	
217	0687146		Shelf Tracks, Painted	7
			Qty, Shelf Track - 07	
			Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1	
218	0600350		500 lb Adjustable Shelf	5
			Qty, Shelf - 05	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-	
040	0047004		Transition Point, RS3-Transition Point, LS3-Transition Point and B1-Upper Third	4
219	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	4
			Qty, - 04	
			Location, Tray Slide-Out, Floor Mounted - RS1, RS3, LS1 and LS3	
			Material Finish, Tray - Painted - Spatter Gray	

Line Option	Туре	Option Description	Qty
220 0004016		Rub Rail, Aluminum Extruded, Side of Body	1
221 0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	1
222 0519849		Material Finish, Fender Liner - Painted Aluminum Lower Body	4
		Not Required, Hose, Hard Suction	1
223 0626229		Handrails, Side Pump Panels, Per Print	1
224 0004126		Handrails, Beavertail, Standard	1
225 0648737		Handrails, Rear, (2), Above Hose Bed, Cross Tube Mounted	1
226 0648325		Compt, Air Bottle, Double, Tri Door, Fender Panel	2
		Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Painted Location, Fender Compt - Double - LS Fwd - DEF Combo and Double - LS Rear - Fuel Combo Latch, Air Bottle Compt - Flush Lift & Turn	
227 0657522		Insert, Air Bottle Compt - Rubber Matting Compt, Air Bottle, Triple, Fender Panel	2
227 0037322		Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Painted Location, Fender Compt - Triple - RS Fwd and Triple - RS Rear Latch, Air Bottle Compt - Flush Lift & Turn Insert, Air Bottle Compt - Rubber Matting	2
228 0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
229 0004230		Ladder, 14' Duo-Safety 775A Roof	1
230 0049958		Ladders Between Tank & Side Sheet RS	1
		Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch Hinge Location - Left Side	
231 0014245		Ladder, 10' Duo-Safety Folding 585A, w/Mounting	1
		Location, Folding Ladder - Ladder Compartment	
232 0816920		Pike Pole, Provided by Fire Department, NFPA/ULC 2024	1
233 0816918		Qty, - 01 Pike Pole Make/Model - Nupla 10' Pike Pole Pike Pole, 6', Provided by Fire Department, NFPA/ULC 2024	1
		Qty, - 01 Pike Pole Make/Model - Nupla 6' Pike Pole	
234 0004361		Tubes, Alum, Pike Pole Storage	2
		Qty, Pike Pole Tubes - 02	
235 0785102		Location, Pike Pole Tube - Ladder Storage Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident Coating, Step - black Location, Steps - Full Height Left and Right Side w/LED Light	1
236 0592994		Steps, Folding, Rear of Body, w/LED, Trident	1
237 0007545		Coating, Step - black 45" Control Zone Side Mount	1
238 0037731		Pump House Structure, Raised, Included with Ladder Storage	1
239 0004425		1500 GPM CSU Waterous	1
240 0004482		Seal, Mechanical, Waterous	1
241 0816447		Trans, Pump, Waterous C22 Series	1
242 0635600		Pumping Mode, Stationary Only	1
243 0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
244 0003148		Transmission Lock-up, EVS	1
245 0004547		Auxiliary Cooling System	1
246 0014486		Not Required, Transfer Valve, Single Stage Pump	1
247 0746501		Valve, Relief Intake, Elkhart	1
248 0826104		Qty - 1 Pressure Setting - 125 psig Intake Relief Valve Control - Behind Right Side Pump Panel Controller, Pressure, FRC, Pump Boss Max, PBA500 Pressure Governor Throttle Control - Clockwise	1
249 0072153		Pressure Governor Default Mode - RPM Setting Pressure Governor Std/Metric - Standard psi readouts Pressure Governor Transducer - Single 600 PSI Pressure Governor Alarm - NOT BE an additional alarm provided Primer, Trident, Air Prime, Air Operated	1

Line (Option	Туре	Option Description	Qty
250 (0780364		Manuals, Pump, (2) Total, Electronic Copies	1
251 (0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
252 (0795135		Plumbing, Stainless Steel, w/Foam System	1
253 (0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
	0084610		Valves, Akron 8000 series- All	1
	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
200 (00.0.00		Qty, Inlets - 1	•
257 (0004700		Control, Inlet, at Valve	1
	0004660		Inlet (1), Left Side, 2.50"	1
	0004000		Not Required, Inlet, Right Side	1
	0029147		No Rear Inlet (Large Dia) Requested	1
	0092309		No Rear Inlet Actuation Required	1
	0004116		·	1
			Not Required, Cap, Rear Inlet	
	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
	0586174		Provision, Front Inlet	1
	0092568		No Rear Auxiliary Inlet Requested	1
	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
268 (0004905		Outlet, Tank Fill, 1.50"	1
269 (0062133		Control, Outlets, Manual, Pierce HW if applicable	1
270 (0004940		Outlet, Left Side, 2.50"	1
			Qty, Discharges - 01	
271 (0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
272 (0092570		Not Required, Outlets, Left Side Additional	1
273 (0035094		Not Required, Elbow, Left Side Outlets, Additional	1
274 (0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
275 (0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
276 (0092571		Not Required, Outlets, Right Side Additional	1
277 (0089584		Not Required, Elbow, Right Side Outlets, Additional	1
278 (0816625		Outlet, Large Diameter, Right Side, Akron Valve	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - Pierce large handwheel	
279 (0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
280 (0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
281 (0004995		Outlet, Rear, 2.50"	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
	0040286		Elbow, Rear Outlets, 30 Degree, 2.50" FNST x 2.50" MNST, VLH	1
283 (0092574		Not Required, Outlet, Rear, Additional	1
284 (0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
285 (0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
286 (0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
287 (0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
288 (0820280		Outlet, 3.00" Deluge Riser	1
289 (0770359		No Monitor Requested, Customer/Dealer Furnished and Installed	1
			Fill in Blank - no monitor required or requested	
290 (0029304		No Nozzle Req'd	1
291 (0005070		Deluge Mount, NPT	1
	0723726		Speedlay Module Not Required	1
	0722432		Hose Restraint Not Required, No Speedlay Module	1
	0723395		Speedlays, Not Required	1
	0723394		Speedlays, Not Required	1
	0029167		(2+) 1.50" Standard Capacity Crosslays	2
	• • •		Qty, Crosslays - 2	_
297 (0090442		2.50" Standard Capacity Crosslay	1
			2.00 Standard Supusity Stoodidy	'

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Line	Option	Туре	Option Description	Qty
298	0623374		Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides	3
			Qty, - 03	
			Color, Strap - Orange	
	0029260		No Speedlays	1
	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
301	0590891		Hose Restraint, Crosslay/Deadlay, Velcro Straps, Top	3
			Qty, - 03	
	0019853		Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH	1
	0002347		Reel, Booster - Alum. Rear Compt, Roll-up Door	1
	0005279		Switch, Reel Rewind - One at Reel	1
	0005300		Hose, Booster - 150' of 1.00"/800 PSI	1
	0005244		Capacity, Hose Reel 200' of 1"	1
	0007428		Nozzle for Booster Reel Not Req'd	1
	0674725		Blowout, Hose Reel - Quarter Turn Valve at Panel	1
	0622243		Roller Assembly, Additional Pair, Rear Bulkhead	1
310	0592633		Foam Sys, Husky 3, Single Agent	1
			Discharge - front bumper, rear left 2.5", all three crosslays	
311	0012126		Amount of Disc. W/Foam - 5 Not Required, CAF Compressor	1
	0592527		Refill, Foam Tank, Integral, Husky 3	1
	0031896		Demonstration, Foam System, Dealer Provided	1
	0031030		Foam Cell, 25 Gallon, Reduce Water	1
014	0041077		Type of Foam - Class "A"	
315	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
	0091079		Not Required, Foam Tank #2	1
	0091112		Not Required, Foam Tank #2 Drain	1
	0738072		Approval Dwg, Pump Panel(s), Not Required	1
	0032479		Pump Panel Configuration, Control Zone	1
	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
321	0721765		Panel, Pump Access - Right Side Only, Side Control	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
322	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
	0586382		Gauges, Engine, Included With Pressure Controller	1
	0005601		Throttle, Engine, Incl'd w/Press Controller	1
	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
	0549333		Indicators, Engine, Included with Pressure Controller	1
	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
	0553643		Control, Air Horn at Pmp Pnl, Red Switch, Momentary	1
	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
	0062586		Gauge, Water Level, Class 1, Pierce Std	1
	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
	0660319		Light Shield, S/S LED, Full Panel Coverage, Two Piece	1
	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
	0757092		Control, Air Horn, Multi Select	1
	0757078		Control, Air Horn, Push Button Sw, RS	1
	0757084		Control, Air Horn, Horn Ring	1
	0533071		Siren, Wln 295SLSC1, 100 or 200 Watt, w/Plug-in/Detachable Microphone Cord	1
340	0790527		Location, Electronic Siren, Center Dash Switch Panel, Saber FR, Enf	1
0.44	0070450		Location, Electronic Siren - switch panel # 8	
	0076156		Control, Elec Siren, Head Only	1
342	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
242	0601565		Connection, Speaker - siren head	4
	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
344	0895310		Siren, Federal Q2B	1
3/15	0006095		Finish, Q2B Siren - Chrome Siren, Mechanical, Mounted Above Deckplate	1
J 4 J	3000030		Location, Siren, Mech - a) Left	1
			Lucation, Silen, Weon - a) Leit	

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Line Option	Туре	Option Description	Qty
346 0748305		Control, Mech Siren, Multi Select	1
347 0895055		Control Mech Siren, Ft Sw RS, Interlock	1
		Control, Interlocks - Prk Brk Released	
348 0895056		Control Mech Siren, Ft Sw LS, Interlock	1
		Control, Interlocks - Prk Brk Released	
349 0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
350 0736164		Sw, Siren Brake, Momentary, LS Overhead Sw Pnl	1
351 0746353		Not Required, Warning Lights Intensity	1
352 0606710		Lightbar, Wln, Freedom IV-Q, 72", RR_R_WW_R_RR	1
353 0669501		Filter, WhI Freedom Ltbrs - No Filters Light, Tomar 3065-CHROME Emitter, Traffic Preemption	1
		Location - driver side	
		Opticom Priority - b) High	
054 0040000		Opticom Activation - Cab Switch & E-Master	
354 0016380		No Additional Lights Req'd, Side Zone Upper	1
355 0602583		Lights, Front Zone, Wln 6RB* M6** M6** 6RB* LED, 4lts Q Bezel	1
		Color, Lens, LED's - c)clear	
		Color, Lt DS Frnt Outside - DS Front Outside Red	
		Color, Lt PS Frnt Outside - PS Front Outside Red	
		Color, Lt DS Front Inside - r) DS Front Inside Red	
356 0540692		Color, Lt PS Front Inside - r) PS Front Inside Red Side Zone Lower Lights, Whelen M6	1
330 0340092		-	1
		Location, Lights Front Side - b)each side bumper	
		Color, Lt Side Front - Red	
		Color, Lt Side Middle - Red	
		Color, Lt Side Rear - Red Location, Lights Mid Side - Over Front Wheels - Centered	
		Location, Lights Rear Side - Centered Above Rear Wheels	
357 0745867		Lights, Side, WIn M9** LED, Trm Fet 1st	2
00. 0. 1000.		Location, Lights - front upper body corner, one each side of truck.	_
		Qty, - 02	
		Color, Lights, Warning - Red	
		Control, Light - b) side warning	
		Color, Lens, LED's - Clear	
		Color, Trim - Chrome Trim	
358 0564655		Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1
		Color, Lt DS Rear - r) DS Rear Lt Red	
		Color, Lt PS Rear - r) PS Rear Lt Red	
359 0541155		Lights, Rear/Side Up Zone, Wln M9*C LED, Clear Lens 4lts	1
		Color, Lt, Side Rear Upper DS - Side Rear Upper Red	
		Color, Lt, Side Rear Upper PS - Side Rear Upper Red	
		Color, Lt, Rear Upper DS - r) DS Rear Upper Red	
		Color, Lt, Rear Upper PS - r) PS Upper Rear Red	
360 0006551		Not Required, Lights, Rear Upper Zone Blocking	1
361 0537807		Mtg, Rear Warn Lts, Side Sheets & On Rear Bulkheads	1
362 0791528		Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	1
		Activation, Traffic Dir L - Not Connected	
363 0806661		Location, TDL, Over Hose Bed, On Cross Tube (Not Included)	1
364 0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
365 0671685		Mounting Provisions, Will-Burt Night Scan, Powerlite NS 3.0 10', Cab	1
366 0519934		Not Required, Brand, Hydraulic Tool System	1
367 0649753		Not Required, PTO Driven Hydraulic Tool System	1
368 0007150		Bag of Nuts and Bolts	1
		Qty, Bag Nuts and Bolts - 1	
369 0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	1
370 0816941		Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	1
371 0027023		No Strainer Required	1
372 0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
373 0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
374 0816998		Axe, Flathead, Provided by Fire Department	1
375 0817000		Axe, Pickhead, Provided by Fire Department	1
375 0617000		Paint Process/Environmental	
310 0001112		i anil i 100655/Environmental	1

Line	Option	Туре	Option Description	Qty
377	0826031	·	Paint, Two-Tone Color, Saber, PMFD	1
			Paint Color, Upper Area, Predefined - #101 Black PMFD	
			Shield, Cab - Standard Shield	
			Paint Color, Lower Area, Predefined - #90 Red PMFD	
270	0826044		Paint Break, Cab - Standard Two-Tone Cab Break Single Color Body Paint	1
376	0020044			ı
379	0646897		Paint, Body - Match Cab #90 Red PMFD Paint Chassis Frame Assy, E-Coat, Standard	1
0.0	00.000.		Paint Color, Frame Assembly, Predefined - Gloss Black	·
380	0693797		No Paint Required, Aluminum Front Wheels	1
381	0693792		No Paint Required, Aluminum Rear Wheels	1
382	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
383	0821114		Coating, Safe-Stride, Top Flange, Front Bumper	1
			Color, Safe-Stride - Black	
	0007230		Compartment, Painted, Spatter Gray	1
385	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - e) black	
			Color, Reflect Band - B - p) black Color, Reflect Band - C - za) black	
386	0007356		Reflective across Cab Face	1
387	0820110		Stripe, Chevron, Rear, Oralite, NFPA/ULC 2024, Pumper	1
			Color, Oralite Band - A - Red V98-12	
			Color, Oralite Band - B - Fluorescent Lime V98-112	
388	0027341		Jog, In Reflective Stripe, Single or Multiple	1
			Qty, - 1	
389	0763939		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Oralite/Reflexite	1
			Size, Chevron Striping - 06	
			Color, Oralite Band - A - Red V98-12	
390	0594559		Color, Oralite Band - B - Fluorescent Lime V98-112 Lettering Specifications, (Sign Gold Process)	1
	0685932		Lettering, Sign Gold, 3.00", (41-60)	1
00.	000002		Outline, Lettering - Outline and Shade	•
392	0686013		Lettering, Reflective, 6.00", Each	6
			Qty, Lettering - 06	
			Outline, Lettering - Outline and Shade	
393	0685849		Lettering, Sign Gold, 3.00", Each	7
			Qty, Lettering - 07	
204	0005754		Outline, Lettering - Outline and Shade	0
394	0685754		Lettering, Sign Gold, 8.00", Each	2
			Qty, Lettering - 02 Outline, Lettering - Outline and Shade	
395	0685793		Lettering, Sign Gold, 7.00", Each	12
000	0000.00		Qty, Lettering - 12	
			Outline, Lettering - Outline and Shade	
396	0685806		Lettering, Sign Gold, 5.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline and Shade	
397	0685735		Lettering, Sign Gold, 12.00", Each	4
			Qty, Lettering - 04	
308	0685998		Outline, Lettering - Outline and Shade Lettering, Reflective, 9.00", Each	1
330	0000000		Qty, Lettering - 01	'
			Outline, Lettering - Outline and Shade	
399	0685792		Lettering, Sign Gold, 7.00", (1-20)	1
			Outline, Lettering - Outline and Shade	
400	0690325	SP	Emblem, (3) Letter Monogram Style, Sign Gold, Pair	1
			Qty, - 1	
_			Location, Emblem - crew cab doors to match 41041	
401	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
400	0770007		Qty, - 01	4
402	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	

Line	Option	Type	Option Description	Qty
403	0772065		Manual, Chassis Operation, (2) USB Flash Drives, Custom	1
404	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
405	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
406	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
407	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
408	0610471		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
409	0610485		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
410	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
411	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
412	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
413	0660535		Not Required, Warranty, Electrical System	1
414	0695416		Warranty, Pierce Camera System, WA0188	1
415	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
416	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
417	0685945		Warranty, Transmission Cooler, WA0216	1
418	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
419	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
420	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
421	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
422	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
423	0657990		Warranty, Foam System, Husky 3, WA0231	1
424	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
425	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
426	0819254		Certification, Vehicle Stability, CD0196	1
427	0807826		Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2024	1
428	0686786		Certification, Power Steering, CD0098	1
429	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
431	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
432	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
433	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
434	0823238		Certification, Stepping, Standing & Walking Areas, Slip Resistance, CD0197	1
435	0735949		Certification, Cab HVAC System Performance, SFR/Enf,	1
			CD0165/CD0167/CD0174/CD0175	
	0545073		Amp Draw Report, NFPA Current Edition	1
437	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
438	0799247		Appleton/Florida Stock Unit	1
	0000017		FLORIDA DIVISION BODY	1
440	0000012		PIERCE CHASSIS	1
441	0004713		ENGINE, OTHER	1
442	0046395		EVS 3000 Series TRANSMISSION	1
443	0020011		WATEROUS PUMP	1
444	0020009		POLY TANK	1
445	0028048		FOAM SYSTEM	1
446	0020006		SIDE CONTROL	1
447	0020007		AKRON VALVES	1
448	0020015		ABS SYSTEM	1
449	0755450		PIERCE MFG BODY	1

Participating Addendum Number: SW0240

for

Fire Trucks and Fire Apparatus
Administered by Sourcewell

between

Oshkosh Corporation

and

State of Oklahoma by and through the Office of Management and Enterprise Services
(OK SW Contract No. SW0240)

This Participating Addendum is entered into by the State of Oklahoma by and through the Office of Management and Enterprise Services ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in SOURCEWELL Master Agreement No. 113021, executed by Contractor and the State of Minnesota ("Lead State") for Fire Trucks and Fire Apparatus ("Master Agreement"). Participating Entity hereby adopts the Master Agreement in part, solely for the purpose of processing Orders via one third party supplier, **Conrad Fire Equipment, Inc.** ("Third Party"), and shall not be bound by the full scope of the Agreement for any other purposes.:

Contractor Name: Oshkosh Corporation.

Contractor Address: 1917 Four Wheel Dr., Oshkosh, WI 54902

PARTICIPATING ADDENDUM CONTACTS:

Contractor's contact for this Participating

Addendum is:

Participating Entity's contact for this Participating

Addendum is:

Contact: Carol Frank

Contact: Lizzie Lopez

Title: Contract Administrator

Title: Administrative Assistant

Email: cfrank@piercemfg.com

Email: lizzie.lopez@omes.ok.gov

Phone: 920-832-3218

Phone: 405-522-3020

Third Party contact for this Participating

Addendum is:

Contact: Sal Monteleone

Title: President

Email: salm@conradfire.com

Phone: 913-780-5521

Participating Addendum Number **OKSW0240**Fire Trucks and Fire Apparatus
Between **Oklahoma** and **Oshkosh Corp**.



- I. TERM. This Participating Addendum is effective as of the date of the last signature below, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- II. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify SOURCEWELL to initiate outreach to the appropriate parties.
- III. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- IV. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
 - a. Products. All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - **b.** Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - c. Contractor Partners. Only <u>one</u> dealer identified on Contractor's SOURCEWELL webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum—Conrad Fire Equipment, Inc. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

V. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number, a Statewide contract number on an Order.

Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and



Participating Addendum Number **OKSW0240**Fire Trucks and Fire Apparatus
Between **Oklahoma** and **Oshkosh Corp**.



payment of administrative fees to SOURCEWELL and Participating Entity. The Participating Entity's purchasing terms shall apply to Third Party and must be negotiated directly with them.

VI. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

a. Third Party will be solely responsible for any state reporting requirements and administrative fees associated with any Orders from this Participating Addendum.

VII. FEDERAL FUNDING REQUIREMENTS.

a. To be negotiated at the ordering level with Third Party.

VIII. NOTICE. Any notice required herein shall be sent to the following:

For Third Party:

For Participating Entity:

Contact: Sal Monteleone

Contact: Lizzie Lopez

Title: President

Title: Administrative Assistant

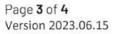
Email: salm@conradfire.com

Email: lizzie.lopez@omes.ok.gov

Phone: 913-780-5521

Phone: 405-522-3020

IX. SUBMISSION OF PARTICIPATING ADDENDUM TO SOURCEWELL. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to SOURCEWELL. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the SOURCEWELL website.



Participating Addendum Number **OKSW0240**Fire Trucks and Fire Apparatus

Fire Trucks and Fire Apparatus
Between Oklahoma and Oshkosh Corp.



SIGNATURE

The undersigned for each Party represent and warrant that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

OSHKOSH CORPORATION:

STATE OF OKLAHOMA by and through the OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES:

Signature:

Michael E. Pack

Signature:

Amanda Otis (May 1, 2025 15:23 CDT)

Name: Michael E. Pack

Name: Amanda Otis

Title: EVP and President, Oshkosh Vocational

Title: State Purchasing Director

Date: 6/5/2025

Date: May 1, 2025

CONRAD FIRE INC.:

Signature: Sal Monteleone

Name: Sal Monteleone

Title: VP

Date: May 6, 2025

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com





Pierce Manufacturing #113021-OKC Fire Apparatus -including rescue, command units and wildland.

Pricing for contract #113021-OKC is as follows:

- Base model pricing is provided at 5.50% discount off MSRP.
- Base model options are provided at a 5.50% discount off MSRP.

Additional discounts may be available for identical multi-unit purchases. Discount varies dependent on the number of identical units, the configuration of the units, and will be handled on a case-by-case basis.

Authorized Pierce dealers may offer service contracts for preventative maintenance and other services. Pricing would be quoted on a time and materials basis, by the dealer, at the time of request. Pierce offers our dealers the ability to offer/develop custom service/maintenance contracts to Sourcewell members utilizing this contract.

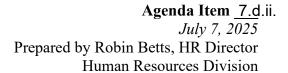
Persistent Inflationary Environment

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

Lead-times

Due to global supply chain constraints, any delivery date on the customer contract is a good faith estimate as of the date of the order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.





I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve ordinances and joinder agreement to amend the employee defined contribution plan.

Attachments:

Memorandum from McAfee & Taft attorney, John A Papahronis Ordinance and Joinder Agreement for Employee Defined Contribution Plan. Employee Retirement System of Oklahoma – Plan Documents

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has two plans with OkMRF; one is the Defined Benefit Plan (that is closed to new enrollees) and the other is the Defined Contribution Plan. All full-time general employees participate in one of these plans.

OkMRF contracts with McAfee & Taft for review of the plan to ensure compliance with IRS guidelines. The Employee Retirement System of Bartlesville, Oklahoma ("Plan") has been amended and restated to incorporate amendments that were adopted since the last restatement of the Plan and to incorporate legal updates such as the SECURE Act and SECURE 2.0 Act.

III. BUDGET IMPACT

None.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of ordinances.

The agreement was sent to Jess Kane for review.



8TH FLOOR • TWO LEADERSHIP SQUARE 211 NORTH ROBINSON • OKLAHOMA CITY, OK 73102-7103 (405) 235-9621 • FAX (405) 235-0439 www.mcafeetaft.com

MEMORANDUM

TO: City of Bartlesville

FROM: McAfee & Taft A Professional Corporation (John A. Papahronis)

DATE: May 16, 2025

RE: Employee Retirement System of Bartlesville, Oklahoma – Summary of Material

Changes

The Employee Retirement System of Bartlesville, Oklahoma ("Plan") has been amended and restated to incorporate amendments that were adopted since the last restatement of the Plan and to incorporate legal updates such as the SECURE Act and SECURE 2.0 Act. The following summarizes the material new changes made in the draft amended and restated Plan:

Sec.	<u>Feature</u>	Proposed Version
2.1(cc)	Definition of Hour of Service	Added definition because previously not defined and there is a reference in the Plan to the term
2.1(cc)	Definition of Highly Compensated Employee	Deleted because not applicable
2.1(ss)	Definition of Spouse	Updated for current law
3.1(c)(iv)	Exclusions from eligibility	Limits the exception for employees in the position of City Manager to prior to October 1, 2024
3.1(c)(vi)	Exclusions from eligibility	Excludes a person who is an alien and not in the U.S. legally
4.2(a)	Picked-up Contributions	Deletes redundant language
10.2	Minimum Distribution Requirements	Updates to latest IRS compliant language including SECURE Act and SECURE 2.0 Act
Art. XIII	Limitations	Updates to latest IRS requirements
14.4	Benefits Payable to Incompetents	Updated to provide more clarity of the payment protocol
16.4(a)	Rollover to Another Plan or IRA	Updates definitions for current IRS requirements
17.3	No Contract Between Employer and Participant	Updates to stronger OkMRF language

AN ORDINANCE OF THE CITY OF BARTLESVILLE, OKLAHOMA

ORDINANCE NO.

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF BARTLESVILLE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF BARTLESVILLE, OKLAHOMA; PERTAINING TO DEFINITION OF COMPENSATION; PROVIDING FOR EMPLOYER PICKUP OF REQUIRED CONTRIBUTIONS; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA.

Section 1. **AMENDATORY.** The Employee Retirement System, Defined Contribution Plan, of the **City of Bartlesville**, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **July 1, 2025**.

Section 2. **EXECUTION AUTHORIZATION.** The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. **SPECIAL INCOME TAX TREATMENT FOR CONTRIBUTIONS UNDER IRC414.** The Plan contains provisions which are intended to constitute a pick-up program by the Employer which satisfies the requirements of section 414(h)(2) of the Internal Revenue Code of 1986 (the "Code"); and the Plan, be, and it is, approved and adopted as of the date therein stated; and required contributions described in Section 5 of the Joinder are designated as "picked-up" by the employer so as to not be included in Plan Participants' gross income for Federal income tax purposes as provided in Section 414(h)(2) of the Code. All such required contributions are to be paid by the employer in lieu of contributions by the Plan Participant. No Participant in the Plan shall have the option of choosing to receive the amounts of required Contributions directly in lieu of having such amounts paid by the employer to the Trustees of the Plan.

Section 4. **SEVERABILITY.** If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 5. **REPEALER.** Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 6. **EMERGENCY**. Whereas, in the judgment of the City Council of the **City of Bartlesville**, Oklahoma, the public peace, health, safety, and welfare of the **City of Bartlesville**, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby

declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

	END
	introduced before the City Council on the day of _, and was duly adopted and approved by the Mayor and City Council on
the day of	, after compliance with notice requirements of the Open
Meeting Law (25 OSA, Sections	301, et. seq.).
ATTEST:	MAYOR
CITY CLERK	
Approved as to form and legality or	n
	CITY ATTORNEY

OKLAHOMA MUNICIPAL RETIREMENT FUND MASTER DEFINED CONTRIBUTION PLAN JOINDER AGREEMENT

City of Bartlesville [a municipality or authority chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Bartlesville, Oklahoma, hereby establishes a Defined Contribution Plan to be known as City of Bartlesville Plan (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Ex

2.

Ex	cept as	otherwise provided herein, the definitions in Article II of the Plan apply.
1.	Date	S.
	[]	This instrument is a new Plan effective ("Effective Date") [such date may not be earlier than the first day of the Plan Year in which it is executed].
	[X]	This instrument is an amendment, restatement, and continuation of the Previous Plan, which was originally effective <u>January 1, 2010</u> . The effective date of this Joinder Agreement is <u>July 1, 2025</u> ("Effective Date") [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.
2.	Emp	<u> </u>
۷.		vord "Employee" shall mean:
		Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence.
	[]	Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office. Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be
		a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
	[]	Any person who, [] on or after the Effective Date, [] as of , holds the position of: [] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable. [] Assistant City Manager [] Chief of Police [] Fire Chief [] Department Head or Department Manager [] Finance Director or Chief Financial Officer [] General Counsel or Municipal Attorney [] Municipal Judge [] (specify position)
	[X]	word "Employee" shall <u>not</u> include: Any person who is currently accruing benefits under any other state or local retirement system. Any person in the following position and who is covered under another retirement program or system approved by the City:
		 [X] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable. [] Assistant City Manager [] Chief of Police [] Fire Chief [] Department Head or Department Manager [] Finance Director or Chief Financial Officer [X] General Counsel or Municipal Attorney [X] Municipal Judge
		[](specify position)
	[X]	Any person who currently accruing benefits under the Employee Retirement System of
	. ,	Bartlesville, Oklahoma and who has not elected to cease or not begin future benefits in such

plan. [description may include a position but not the name of an individual].

	Eligil	ble Employees shall commence participation in the Plan: (Select only one) months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period. On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).
	Com _j [] [] [] [] []	nition of Compensation. pensation shall exclude the item(s) listed below: No exclusions. Overtime pay. Bonuses. Commissions. Longevity pay. Severance pay. Fringe benefits, expense reimbursements, deferred compensation and welfare benefits. Accrued vacation or sick leave paid upon termination of employment and moving expenses. Other: [must be definitely determinable]
5.	The I	Design. Employer hereby elects the following Plan design: Pick-up Option. Each Employee shall be required to contribute to the Plan 3.00% of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
	[X]	 Thrift Plan Option. [X] A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than 3.00% of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee. [X] The Employer shall contribute to the Fund an amount equal to 100.00% of the total Mandatory Contributions contributed by Participants. The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.
	[X]	<u>Fixed Option</u> . The Employer shall contribute to the Fund an amount equal to <u>3.00%</u> of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
	[]	 Variable Option. The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below) Option A: The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service. Option B: The Employer contribution shall be allocated in the proportion which the
		Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period. [] Option C: A combination of Options A and B in the following ratios: % for Option A, and % for Option B.

[]	401(k) Option.
	 (This Option available only if elected prior to May 1, 1986) Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than <u>%</u> of their Compensation for each election period.
	Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
[]	Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
[]	No Employer Contribution Option.
	r Participant Contribution Options. Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan. A Participant may not withdraw Voluntary Nondeductible Contributions. Participants shall not contribute to the Plan.
	Directed Investments. Are permitted. Are not permitted.
	Shall be added to Employer contribution under such Option for the calendar quarter following the Participant's Break in Service.
If a I such [X]	ce for Worker's Compensation Period. Participant is on an Authorized Leave of Absence and is receiving worker's compensation during Authorized Leave of Absence, such Participant shall be credited with Service for such period for purposes of vesting only and not for purposes of

6.

7.

8.

9.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

[] Option A			[] Option B		
	Vested	Forfeited		Vested	Forfeited
Years of Service	<u>Percentage</u>	Percentage	Years of Service	Percentage	Percentage
less than 1	0%	100%	Less than 3	0%	100%
at least 1 but less than 2	10%	90%	at least 3 but less than 4	20%	80%
at least 2 but less than 3	20%	80%	at least 4 but less than 5	40%	60%
at least 3 but less than 4	30%	70%	at least 5 but less than 6	60%	40%
at least 4 but less than 5	40%	60%	at least 6 but less than 7	80%	20%
at least 5 but less than 6	50%	50%	7 or more	100%	0%
at least 6 but less than 7	60%	40%			
at least 7 but less than 8	70%	30%			
at least 8 but less than 9	80%	20%			
at least 9 but less than 10	90%	10%			
10 or more	100%	0%			
[] Option C			[] Option D		
	Vested	Forfeited		Vested	Forfeited
Years of Service	Percentage	Percentage	Years of Service	Percentage	Percentage
less than 5	0%	100%	Immediate 100% Vesting	100%	0%
at least 5 but less than 6	50%	50%			
at least 6 but less than 7	60%	40%			
at least 7 but less than 8	70%	30%			
at least 8 but less than 9	80%	20%			
10 or more	100%	0%			

[X] Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- a. <u>15-year cliff vesting schedule</u>: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- b. <u>20-year graded vesting schedule</u>: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- c. <u>20-year cliff vesting schedule for qualified public safety employees</u>: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

	Vested	Forfeited
Years of Service	Percentage	Percentage
Less than 4	0%	100%
at least 4 but less than 5	25%	75%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	75%	25%
7 or more	100%	0%

[] Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

	Participant loans shall be offered pursuant to Section 6.13 of the Plan. Participant loans shall not be offered.
	Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted. The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.
Secti	ation Date. Except with respect to any Special Valuation Date determined in accordance with on 5.10, the Valuation Date for the Plan shall be on each business day of the Plan Year for which assets are valued on an established market.
IN WITN instrumen	Employer has consulted with and been advised by its attorney concerning the meaning of the isions of the Plan and the effect of entry into the Plan. NESS WHEREOF the City of Bartlesville has caused its corporate seal to be affixed hereto and this not to be duly executed in its name and behalf by its duly authorized officers this day of,
	City of Bartlesville
	By:
Attest:	Title:
 Title:	
	(SEAL)

The foregoing Joinder Agreement is hereb	by approved by the Oklahoma Municipal Retirement Fund this
	OKLAHOMA MUNICIPAL RETIREMENT FUND
	By:
	Title:
Attest:	
Secretary	
(SEAL)	

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider is: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017 41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017 41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

EMPLOYEE RETIREMENT SYSTEM OF BARTLESVILLE, OKLAHOMA

(Amended and Restated Effective July 1, 2025)

(Execution Date: _____, 2025)

EMPLOYEE RETIREMENT SYSTEM OF BARTLESVILLE, OKLAHOMA

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EMPLOYEE RETIREMENT SYSTEM OF BARTLESVILLE, OKLAHOMA

The City of Bartlesville, Oklahoma, a governmental entity, does hereby agree to amend its existing retirement plan entitled "EMPLOYEE RETIREMENT SYSTEM OF BARTLESVILLE, OKLAHOMA" and to continue said Plan as amended and hereafter restated, upon the following terms and conditions. This instrument is an amendment, restatement, and continuation of the "Predecessor Plan" (as defined in Subsection 2.1(nn) herein).

Therefore, the effective date of this amended and restated Plan is July 1, 2025, except as otherwise stated in the Plan.

ARTICLE I

Name and Purpose of Plan

- 1.1 <u>Name of Plan</u>. This Plan shall be hereafter known as the EMPLOYEE RETIREMENT SYSTEM OF BARTLESVILLE, OKLAHOMA.
- 1.2 <u>Purpose</u>. The purpose of the Plan is to provide retirement benefits for the eligible Employees of the Employer; to enable Employees of the Employer who are eligible to participate in the Plan to provide for retirement; and to distribute the funds accumulated in the Plan, in accordance with the Plan, to the eligible Employees and their Beneficiaries.
- 1.3 Exclusive Benefit of Employees. This Plan and the related Trust hereto shall be maintained for the exclusive benefit of the eligible Employees of the Employer. The assets of the Plan shall never inure to the benefit of the Employer and shall be held for the exclusive purposes of providing benefits to the eligible Employees and their Beneficiaries and defraying reasonable expenses of administering the Plan. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries.

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ARTICLE II

Definitions and Construction

- 2.1 <u>Definitions</u>. Where the following capitalized words and phrases appear in this instrument, they shall have the respective meanings set forth below unless a different context is clearly expressed herein.
- (a) <u>Accrued Benefit</u>: The words "Accrued Benefit" shall mean a Participant's aggregate retirement benefit calculated at any given point in time under Section 5.1.
- (b) <u>Actuarial Equivalent</u>: The words "Actuarial Equivalent" shall mean a form of benefit differing in time, period, or manner of payment from the normal form of benefit payable at Normal Retirement Date having the same value when computed using interest and mortality assumptions as follows:

Interest 6% per annum

Mortality 1984 Unisex Projected mortality without setback or

setforward

Provided, however, that in no event shall a Participant receive payments under an optional form of annuity in an amount less than determined based on his Accrued Benefit as of June 30, 1997 and the actuarial Equivalence Factors in effect on such date. Actuarial Equivalence adjustments for early retirement shall not include a mortality discount prior to Normal Retirement Date.

This paragraph shall apply to distributions with annuity starting dates on or after December 31, 2002. Notwithstanding any other plan provisions to the contrary, any reference in the plan to the mortality table prescribed in Rev. Rul. 95-6 shall be construed as a reference to the mortality table prescribed in Rev. Rul. 2001-62 for all purposes under the plan. For any distribution with an annuity starting date on or after the effective date of this section and before the adoption date of this section, if application of the amendment as of the annuity starting date would have caused a reduction in the amount of any distribution, such reduction is not reflected in any payment made before the adoption date of this section. However, the amount of any such reduction that is required under 415(b)(2)(B) must be reflected actuarially over any remaining payments to the participant.

- (c) <u>Actuary</u>: The word "Actuary" shall mean an enrolled actuary selected by the Committee to provide actuarial services for the Plan.
- (d) <u>Anniversary Date</u>: The words "Anniversary Date" shall mean the first day of each Plan Year.
- (e) <u>Authorized Leave of Absence</u>: The words "Authorized Leave of Absence" shall mean (i) any extraordinary absence authorized by the Employer under the Employer's standard personnel practices provided that all persons under similar circumstances must be treated alike in the granting of such leaves of absence; and, provided further, that the Employee returns within the period of authorized absence or (ii) an absence due to service in the Armed Forces of the United States shall be considered an authorized leave of absence, provided that the absence is

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caused by war or other emergency, or provided that the Employee is required to serve under the laws of conscription in time of peace, and further provided that the Employee returns to employment with the Employer within the period provided by law.

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to such qualified military service will be provided in accordance with Section 414(u) of the Code for Plan Years commencing after December 12, 1994.

- (f) <u>Basic Monthly Salary</u>: Prior to July 1, 2006, the words "Basic Monthly Salary" means the Employee's base hourly wages or salary from the City at the beginning of the applicable Plan Year and as determined by the City. Effective on and after July 1, 2006, the words "Basic Monthly Salary" means the Employee's base hourly wages or salary from the City, as adjusted during the Plan Year, and as determined by the City. Effective January 1, 2010, with respect to a DC Plan Participant, Basic Monthly Salary shall not include amounts attributable to dates on or after January 1, 2010.
- (g) <u>Beneficiary</u>: Any person or entity designated or deemed designated by a Participant as provided in Section 6.2 hereof.
- (h) <u>Break-in-Service</u>: The expiration of ninety (90) days from the date the Participant last performed Service for the Employer for which such Participant was entitled to wages as defined in Section 3121(a) of the Code, unless the Participant is on Authorized Leave of Absence. If an Employee does not resume employment with the Employer upon the expiration of an Authorized Leave of Absence, the Participant will be deemed to be absent from work on the first day of his Authorized Leave of Absence for purposes of determining if the Participant has a Break in Service.
 - (i) City: The word "City" shall mean the City of Bartlesville, Oklahoma.
- (j) <u>City of Bartlesville Defined Contribution Plan</u>: Effective January 1, 2010, the words "City of Bartlesville Defined Contribution Plan" shall mean that certain defined contribution retirement plan adopted by the City effective January 1, 2010, and entitled the "City of Bartlesville Defined Contribution Plan.
- (k) <u>Code</u>: The word "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.
- (l) <u>Committee</u>: The word "Committee" shall mean the Retirement Committee appointed by the City under Article XV herein to administer the Plan.
- (m) <u>Compensation</u>: The word "Compensation" shall mean the total cash remuneration paid to an Employee by the Employer for personal services as reported on the Employee's federal income tax withholding statement or statements (Form W-2 or its subsequent equivalent), excluding, however, any extraordinary severance payments, such as accrued vacation or sick pay, and excluding special payments, such as moving expenses, and benefits provided under any employer sponsored employee benefit program. For purposes of determining an Employee's compensation, any election by such Employee to reduce his regular cash remuneration under Code Sections 125, 401(k), 414(h) or 457 shall be disregarded.

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Notwithstanding anything herein to the contrary, for Plan Years commencing after December 31, 1988, the annual Compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed \$200,000, as adjusted by the Secretary at the same time and in the same manner as under Section 415(d) of the Code. In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual Compensation of each employee taken into account under the Plan shall not exceed the Omnibus Budget Reconciliation Act of 1993 ("OBRA '93") annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

For Plan Years beginning on or after January 1, 1994, any reference in this Plan to the limitation under Section 401(a)(17) of the Code shall mean the OBRA '93 annual compensation limit set forth in this provision.

If Compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to the OBRA '93 annual compensation limit in effect for that prior determination period. For this purpose, for determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1994, the OBRA '93 annual compensation limit is \$150,000.

For Plan Years beginning before December 31, 1996, in determining the Compensation of a Participant for purposes of this limitation, the rules of Section 414(q)(6) of the Code shall apply, except in applying such rules, the term "family" shall include only the spouse of the Participant and any lineal descendants of the Participant who have not attained age 19 before the close of the Plan Year. If, as a result of the application of such rules the adjusted \$150,000 limitation is exceeded, then (except for purposes of determining the portion of Compensation up to the integration level if this Plan provides for permitted disparity), the limitation shall be prorated among the affected individuals in proportion to each such individual's Compensation as determined under this Section prior to the application of this limitation. Provided, no such aggregation shall be required for Plan Years beginning after December 31, 1996.

For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in this Section 2.1(l), Compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Employee by reason of Section 132(f)(4) of the Code.

For Plan Years Commencing After December 31, 2001:

The annual Earnings of each participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, the annual Earnings limit for determination periods beginning before January 1, 2002 shall be \$150,000 for

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any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998, or 1999; and \$170,000 for any determination period beginning in 2000 or 2001.

The \$200,000 limit on annual Earnings in the preceding paragraph shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Earnings for the determination period that begins with or within such calendar year.

For Plan Years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an employee of the Employer making the payment, (ii) the differential wage payment shall be treated as Compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

- (n) <u>Contract</u>: The word "Contract" shall mean Group Annuity Contract Number G696 issued by the insurer formerly known as Southwestern Life Insurance Company and held by the Employer.
- (o) <u>Contribution</u>: The word "Contribution" shall mean contributions to the Trust by the Employer pursuant to Section 4.1 herein.
- (p) <u>Contribution Accumulation</u>: The words "Contribution Accumulation" shall mean the Employee's aggregate contributions pursuant to Sections 4.2 and 4.3, plus interest thereon accrued at the rate of six percent (6%) per annum, compounded according to uniform rules adopted by the Trustees.
- (q) <u>DC Plan Participant</u>: Effective January 1, 2010, the words "DC Plan Participant" mean a person who participates in the City of Bartlesville Defined Contribution Plan and who: (i) was originally hired before January 1, 2010, and made a one-time irrevocable voluntary election to cease or to not begin future benefit accruals in the Plan as of and after January 1, 2010; (ii) first became employed or reemployed on or after January 1, 2010; or (iii) is ineligible to participate and who becomes an eligible employee on or after January 1, 2010.
- (r) <u>Deferred Vested Pension</u>: The words "Deferred Vested Pension" shall mean the pension benefit described in Subsection 9.1(d) herein.
- (s) <u>Disability</u>: The word "Disability" shall mean a physical or mental condition arising during employment with the Employer or while on an Authorized Leave of Absence whereby a Participant with a vested Accrued Benefit becomes totally and permanently disabled and is thereby prevented from engaging in any occupation or employment for remuneration or profit and, in the opinion of a qualified physician selected by the Committee, is likely to remain so disabled continuously and permanently.
- (t) <u>Disability Retirement Date</u>: The words "Disability Retirement Date" shall mean the first day of the month coinciding with or next following the date a Participant terminates employment after (i) satisfying all conditions specified in the foregoing Subsection (s) for

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Disability and (ii) completing at least 10 Years of Service. Provided, however, effective July 1, 1997, "7" shall be substituted for "10" in the preceding sentence.

- (u) <u>Disability Retirement Income</u>: The words "Disability Retirement Income" shall mean a monthly pension benefit computed in accordance with Section 8.1 herein.
- (v) <u>Earliest Retirement Age</u>: The words "Earliest Retirement Age" shall mean the earliest date a Participant could have elected to retire on his Early Retirement Date. However, with respect to a Participant who dies and has not satisfied the age and/or service requirements for an Early Retirement Date, the term "Earliest Retirement Age" shall mean the date the Participant would have been eligible to retire on an Early Retirement Date if he had continued in the employ of the Employer.
- (w) <u>Early Retirement Date</u>: The words "Early Retirement Date" shall mean the first day of the month coinciding with or next following the date a Participant terminates employment after (i) earning at least 10 Years of Service and attaining at least age 55, or (ii) the time at which the sum of the Participant's age at the termination of employment (in years and completed months) and Years of Service equals eighty (80) or more. Provided, effective July 1, 1997, "7" shall be substituted for "10" in the preceding sentence.
- (x) <u>Early Retirement Income</u>: The words "Early Retirement Income" shall mean a monthly pension benefit computed in accordance with Section 7.1 herein.
- (y) <u>Effective Date</u>: The words "Effective Date" shall mean the 1st day of July, 2025, or as otherwise provided herein, as to this amended and restated Plan document.
- (z) <u>Eligible Spouse</u>: The words "Eligible Spouse" shall mean with respect to Sections 6.1 and 10.1 herein, the Spouse to whom the Participant is married on his benefit commencement date or date of death if occurring prior to such benefit commencement date.
- Employee: The word "Employee" shall mean any person employed by the Employer on the basis of an employer-employee relationship who receives remuneration for personal services rendered to the Employer, who is regularly scheduled to work at least thirty (30) hours per week and who was appointed or hired as distinguished from a person who was elected to office by popular vote. The term does not include persons elected to office by popular vote, but does include appointed officers. The term shall include Leased Employees. A Leased Employee shall not be considered an employee of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed by the employer pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(a)(8), Section 402(h) or Section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient's non-highly compensated workforce.
 - (bb) Employer: The word "Employer" shall mean the City.
- (cc) <u>Hour of Service</u>: (1) Each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer; and (2) each hour for which an employee is

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paid, or entitled to payment, by the employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

- (dd) <u>Leased Employee</u>: The words "Leased Employee" shall mean any person, other than an Employee of the Employer, determined by applying the common law agency rules, and determined without regard to the special rule for Leased Employees, who pursuant to an agreement between the Employer and any other person or entity ("leasing organization") has performed services for the Employer and/or any affiliated entities as defined in Section 414(n)(6) of the Code ("recipient") on a substantially full time basis for a period of at least one (1) year; provided that, for Plan Years beginning after December 31, 1996, such services are performed under the primary direction or control of the recipient.
- (ee) <u>Municipality</u>: The word "Municipality" shall mean (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipalities as beneficiaries; (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma Statutes, which has become a participant in the Oklahoma Municipal Retirement Fund according to the terms thereof.
- (ff) Normal Retirement Age: The words "Normal Retirement Age" shall mean the 65th birthday of a Participant.
- (gg) Normal Retirement Date: The words "Normal Retirement Date" shall mean the first day of the calendar month coinciding with or next following the later of (i) the Participant's Normal Retirement Age or (ii) the completion of ten (10) years of service with the Employer. Provided, effective July 1, 1997, "seven (7)" shall be substituted for "ten (10)" in the preceding sentence.
- (hh) Normal Retirement Income: The words "Normal Retirement Income" shall mean a monthly pension benefit computed in accordance with Section 5.1 herein.
- (ii) <u>Participant</u>: The word "Participant" shall mean an Employee who during a Plan Year shall meet the eligibility requirements of Article III herein for participation or reparticipation, as the case may be. Such term shall also include, where appropriate, a former Employee, who has previously terminated his employment with the Employer and has a remaining undistributed Accrued Benefit.
- (jj) <u>Pension</u>: A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.
- (kk) <u>Plan</u>: The word "Plan" shall mean the "Employee Retirement System of Bartlesville, Oklahoma" as set forth in this instrument, and as hereafter amended from time to time.

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- (ll) <u>Plan Year</u>: The word "Plan Year" shall mean the annual period beginning on the first day of July and ending the last day of June of each calendar year.
- (mm) <u>Postponed Retirement Date</u>: The words "Postponed Retirement Date" shall mean the first day of the month coinciding with or next following the date that a Participant retires under Section 5.3 herein subsequent to his Normal Retirement Date.
- (nn) <u>Predecessor Plan</u>: The words "Predecessor Plan" shall mean this Plan as it existed prior to the Effective Date.
- (oo) <u>Qualified Domestic Relations Order (QDRO)</u>: The words "Qualified Domestic Relations Order" ("QDRO") shall mean a domestic relations order as provided under Section 10.3 hereof.
- (pp) Re-employment Date: The words "Re-employment Date" shall mean the date that an Employee is again re-employed by the Employer and earns an Hour of Service following his termination of employment.
- (qq) <u>Retirement</u>: Termination of employment after an Employee has fulfilled all requirements for a Pension. Retirement shall be considered as commencing on the day immediately following an Employee's last day of employment.
- (rr) <u>Retirement Date</u>: The words "Retirement Date" shall mean a Participant's Early Retirement Date, Disability Retirement Date, Normal Retirement Date, or Postponed Retirement Date, whichever applies.
- (ss) Spouse: The word "spouse" shall mean a spouse as determined under applicable federal tax law.
- (tt) <u>Trustees, Trust, Trust Agreement, Trust Assets and Trust Fund</u>: The word "Trustees" shall mean the Trustees, or their successors, appointed pursuant to the Trust Indenture establishing the Oklahoma Municipal Retirement Fund, being the trust ("Trust") which, in conjunction with this Plan, shall hold and invest assets accumulated under the Predecessor Plan and the Contributions made under the Plan other than the Contract for the exclusive benefit of the Employees included in the Plan; and, the words "Trust Assets" and "Trust Fund" shall mean the assets held in the Trust.

(uu) Year of Service:

- (1) A Participant's last continuous period during which the Participant was an Employee of the Employer and/or any other Municipality prior to the earlier of his retirement or Break in Service.
 - (i) Service includes employment with a Municipality other than the Employer prior to the time that the other Municipality adopted the Plan if the other Municipality credits a Participant's past service under its retirement plan; and

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- (ii) Service with any other Municipality shall be recognized for any Employee who is in Service with the Employer as of January 1, 2007, or later; and
- (iii) Service with any other Municipality shall be used to determine vesting with the Employer and shall not be used to determine benefits under the plan; and
- (iv) Service for the Employer does not include employment with any Municipality if that service would not be included under the Municipality's retirement plan.
- (2) Concurrent employment with more than one Municipality shall be credited as only one period of Service.
- (3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Trust Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service, or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of benefits) but no Employee contributions shall be made with respect to the Participant for such period.
- (4) Any reference in this Plan to the number of years of service of an Employee shall include fractional portions of a year.
- (5) As of January 1, 2007, with respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan, regardless of Break in Service, prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.
- (6) Effective January 1, 2010, a DC Plan Participant who was an active Participant prior to January 1, 2010 may continue to earn Years of Service after December 31, 2009 under this Plan for all purposes other than Section 18.1(c), but will not continue to earn Years of Service for any benefit accrual purposes.

Credit for service with the Employer shall not be granted for any period subsequent to December 31, 2009 during which the Employee did not participate in the Plan and Employee contributions to the Plan and Fund were not made by or for him except as defined above.

For purposes of computing a Participant's benefit under this Plan, the Participant's Years of Service shall exclude any period of time during which the Participant is on an Authorized Leave of Absence without salary or on military leave. Provided, however, notwithstanding any provision of

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this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

2.2 <u>Construction</u>. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. Any word appearing herein in the plural shall include the singular, where appropriate, and likewise the singular shall include the plural, unless the context clearly indicates to the contrary.

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ARTICLE III

Participation

3.1 <u>Eligibility for Participation</u>.

- (a) <u>Existing Employees</u>. Effective January 1, 2010, every Employee who was a Participant in the Plan immediately prior to January 1, 2010, shall continue to be a Participant in this Plan. Every other Employee shall become a Participant as provided in Subsection 3.1(b) herein. Any employee who is a DC Plan Participant shall not be eligible to participate in this Plan.
- (b) New Participants. An Employee shall be eligible to participate in the Plan if the Employee earns two consecutive Years of Service prior to the Entry Date set forth in Section 3.2 below. Provided, however, effective July 1, 2006, any Employee employed on such date and who was not yet eligible to participate in the Plan shall be eligible to participate in the Plan on July 1, 2006. Further, effective July 1, 2006, any Employee hired on or after July 1, 2006 shall be eligible to participate in the Plan upon his employment commencement date. Further provided, effective January 1, 2010, no Employee hired or rehired on or after January 1, 2010 shall be eligible to participate in the Plan.
- (c) <u>Exclusions</u>. Notwithstanding the foregoing provisions to the contrary, the following Employees shall not be eligible to participate in the Plan:
- (i) An Employee hired after July 5, 1988, who is a commissioned member of the police department, or a uniformed member of the fire department,
- (ii) An Employee who participates in either the Oklahoma Police Pension and Retirement System or the Oklahoma Fire Pension and Retirement System,
 - (iii) A Leased Employee,
- (iv) Effective for periods prior to October 1, 2024, an Employee who is in the position of City Manager and prior to October 1, 2024, was accruing benefits under another retirement system which has been approved by the City Council,
 - (v) The City Attorney and the City Judge,
- (vi) An Employee who is a nonresident alien within the meaning of Section 401(b)(3)(C) of the Code, or a person who is an alien and not in the United States legally,
- (vii) Any person who has been classified by the Employer as an independent contractor and has had his compensation reported to the Internal Revenue Service on Form 1099 but who has been reclassified as an "employee" (other than by the Employer) shall not be considered as an eligible Employee who can participate under this Plan; provided, if the Employer does reclassify such worker as an "Employee," for purposes of this Plan, such reclassification shall only be prospective from the date that the Employee is notified by the Employer of such reclassification,

- (viii) Effective January 1, 2010, any Employee hired before January 1, 2010 and who elected to become a DC Plan Participant, or
- (ix) Effective January 1, 2010, any Employee hired on or after January 1, 2010.
- 3.2 Entry Date. An Employee shall commence actual participation as of the July 1 coinciding with or next following the date the eligibility requirements in the foregoing Subsection 3.1 have been met. Provided, however, effective July 1, 2006, any Employee employed on such date and who was not yet eligible to participate in the Plan shall commence participation in the Plan on July 1, 2006. Further, effective July 1, 2006, any Employee hired on or after July 1, 2006 shall commence actual participation in the Plan upon his employment commencement date.
- 3.3 <u>Eligibility of a Former Participant Upon Reemployment</u>. Effective January 1, 2010, a former Participant who terminates employment with the Employer and who is rehired on or after January 1, 2010, shall not be an active Participant in the Plan after the date of rehire and will not be given the option to re-enroll in the Plan.

ARTICLE IV

Contributions

4.1 <u>Contributions by the Employer</u>. The Employer shall contribute to the Plan from time to time such sums as are required by the Actuary for the Plan, in accordance with actuarial practices acceptable to the Internal Revenue Service. Actual payment of a Contribution may be made at any time permitted by law and regulations. Any forfeitures resulting from deaths or terminations of employment of any Participant shall be used to decrease the future Contributions to the Plan and shall not be applied or used in any manner whatsoever to increase the benefits otherwise payable to a Participant.

4.2 <u>Contributions by Participants</u>.

(a) <u>Picked-Up Contributions</u>. Contributions by a Participant are neither permitted nor required under this Plan prior to July 1, 2006. Effective July 1, 2006, an Employee shall contribute to the cost of providing benefits under this Plan while he remains an Employee. Such annual contributions shall be three percent (3%) of the Employee's Basic Monthly Salary. Provided, however, effective January 1, 2010, no annual contributions to this Plan shall be required for a DC Plan Participant for periods on or after January 1, 2010.

Any required contributions by Employees shall be made by payroll deductions for each pay period, or any series of pay periods as the Employer may deem most convenient. If an Employee is granted an unpaid leave of absence for any reason, he will not be required to make contributions for such period. Effective July 1, 2006, each Participant who became employed by the Employer prior to July 1, 2006 and who is employed on July 1, 2006 shall, as a condition of continued employment, sign a written notice of participation agreeing to be bound by the terms and conditions hereof, and authorizing the Employer to deduct from his Compensation any contributions required of him, and he shall be subject to all other provisions of the Plan.

Further, effective July 1, 2006, each Employee who becomes employed on or after July 1, 2006 shall, as a condition of employment, become a Participant in the Plan as of the date on which he is first eligible by signing a written notice of participation agreeing to be bound by the terms and conditions hereof, and authorizing the Employer to deduct from his Compensation any contributions required of him, and he shall be subject to all other provisions of the Plan beginning on such date.

(b) <u>After-Tax Contributions</u>. Effective January 1, 2010, a Participant who is not a DC Plan Participant shall contribute to the cost of providing benefits under this Plan while he remains an Employee with after-tax annual contributions in the amount of three percent (3%) of the Employee's Basic Monthly Salary.

Any required contributions by Employees shall be made by payroll deductions for each pay period, or any series of pay periods as the Employer may deem most convenient. If an Employee is granted an unpaid leave of absence for any reason, he will not be required to make contributions for such period. Each Participant who is not a DC Plan Participant shall, as a condition of continued employment, sign a written notice of participation agreeing to be bound by the terms and conditions hereof, and authorizing the Employer to deduct from his after-tax Compensation any contributions required of him, and he shall be subject to all other provisions of the Plan.

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Such Employee contributions shall be fully vested in the contributor Employee at all times. Upon retirement, death or termination of employment of an Employee for any reason, the retired or terminated Employee, or his Beneficiary as the case may be, shall have the option to receive, in lieu of any and all other benefits provided herein, his Contribution Accumulation. Furthermore, the value of the total benefits payable to the Employee and/or his Beneficiary shall in no event be less than his Contribution Accumulation as of the time of his termination of employment. However if any benefit of any other kind is paid under this Plan, to or on behalf of an Employee, no Contribution Accumulation shall be paid, but shall be deemed to have been included in the value of the benefit so paid, unless the total value of such other benefit payments finally paid shall be less than such Contribution Accumulation as of the time of the Employee's termination of employment, in which case the difference shall be paid in a lump sum to the Employee and/or his Beneficiary.

- 4.3 <u>Pick-up Contributions</u>. The Employee contributions described in Section 4.2(a) above shall be picked up and assumed by the Employer and paid to the Trust Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as compensation. Contributions made by the Employer under this election shall be designated as Employee contributions for purposes of vesting, and determining Employee rights and the Employee's Contribution Accumulation.
- 4.4 Contributions Under Mistake of Fact and Disallowance of Deductions. In the case of a Contribution which is made by the Employer under a bona fide mistake of fact or a Contribution, such Contribution attributable to such mistake of fact or denial of deduction, within one year of the mistaken payment or the date of disallowance of the deduction, whichever is later, shall be returned by the Trustee to the Employer who made such Contribution. Any refund made pursuant to this Section 4.4 shall be automatic and irrevocable with no further action necessary to be taken by the Employer. Upon such withdrawal of such portion of the Contribution by the Employer, the rights of the Participants to such portion of the Contribution shall cease and come to an end with the same effect as if such portion of the Contribution had never been made.
- 4.5 <u>Payments to Plan</u>. All payments made pursuant to this Article shall be paid to the Plan. All such payments and increments thereon shall be held and disbursed in accordance with the provisions of the Plan. No person shall have any interest in, or right to, any part of the funds, so held in the Plan, except as expressly provided in the Plan.
- 4.6 <u>Use of Plan Assets</u>. Except as provided by law or in the Plan, the assets of the Plan shall never inure to the benefit of the Employer and shall be held for the exclusive purposes of providing benefits to Participants and/or their joint annuitants and Beneficiaries, and for defraying the reasonable expenses of administering the Plan.

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ARTICLE V

Normal Retirement

- 5.1 <u>Normal Retirement Income</u>. The Normal Retirement Income to which a Participant is entitled for life (on a single life basis) shall be the aggregate of the Past Service Benefit and Normal Retirement Benefit described below:
- (i) "Past Service Benefit" shall mean, with respect to Employees who became Participants prior to July 1, 1978, a monthly income commencing on the Participant's Normal Retirement Date equal to two percent (2%) of the Participant's Basic Monthly Salary in effect on July 1, 1978, multiplied by the number of full Years of Service between the date the Participant last entered employment with the Employer and ending on July 1, 1978. No Employee who becomes a Participant on or after July 1, 1978, shall be entitled to a Past Service Benefit. Provided, however, effective July 1, 2006, "two and one-half percent (2.5%)" shall be substituted for "two percent (2%)" in the first sentence of this Subsection (i), and that this increased formula of two and one-half percent (2.5%) shall only apply to persons employed by the Employer and participating in the Plan on or after July 1, 2006, except as otherwise provided in Section 12.2 with respect to reemployment of retired employees.
- (ii) "Normal Retirement Benefit" shall mean a monthly income equal to the aggregate of two percent (2%) of the Participant's Basic Monthly Salary in effect each July 1 during the period which the Participant is receiving his Basic Monthly Salary and the Plan is in effect. Provided, a Participant shall not earn a Normal Retirement Benefit during the two year eligibility waiting period described under Section 3.1. Provided, however, effective July 1, 2006, "two and one-half percent (2.5%)" shall be substituted for "two percent (2%)" in the first sentence of this Subsection (ii), and that this increased formula of two and one-half percent (2.5%) shall only apply to persons employed by the Employer and participating in the Plan on or after July 1, 2006, except as otherwise provided in Section 12.2 with respect to reemployment of retired employees.
- 5.2 <u>Payment of Normal Retirement Income</u>. The Normal Retirement Income benefits to which a Participant shall be entitled hereunder shall commence on a monthly basis as of his Normal Retirement Date, unless deferred under other provisions of this Article V.
- 5.3 <u>Postponed Retirement Date</u>. If a Participant continues his employment with the Employer to a date after his Normal Retirement Date ("Postponed Retirement Date"), pension benefits shall be deferred until his Postponed Retirement Date. If a Participant continues his employment beyond his Normal Retirement Date he will be notified at such time that his benefits will not commence until such Participant retires at their Postponed Retirement Date. Such notification shall include the requirements listed in Subsection 10.4 hereof. Benefits to which he will be entitled as of his benefit commencement date shall be computed on the basis of his Normal Retirement Income as of his Postponed Retirement Date. Provided, all benefits must commence no later than the time specified in Section 10.2 hereof.
- 5.4 <u>Deferral of Normal Retirement Income</u>. Upon actual retirement, payment of any Normal Retirement Income may be deferred beyond a Participant's Normal Retirement Date by filing the written election. Benefits to which he shall be entitled as of his benefit commencement

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date shall be the Actuarial Equivalent of his Normal Retirement Income; provided, all benefits must commence no later than the time specified in Section 10.2 hereof.

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ARTICLE VI

Death of a Participant

- 6.1 <u>Death Benefits</u>. The provisions of this Section 6.1 shall apply with respect to Participants dying on or after July 1, 1997.
- (a) Upon the death of a vested Participant who has not yet begun commencement of his Normal Retirement Income payments and who is married on the date of his death, the Eligible Spouse of the Participant shall be paid a Death Benefit in the form of a Pension. The amount of the Death Benefit Pension shall be equal to fifty percent (50%) of the monthly amount of the Normal Retirement Income, as determined in Section 5.1 which the deceased Participant would have been eligible to receive at the time of his death considering the Participant's Basic Monthly Salary and Years of Service with the Employer prior to the date of his death. Payment of the Death Benefit Pension under this Subsection shall commence as of the first day of the month coincident with or next following the Participant's death and shall continue until the earlier of the death or remarriage of the Eligible Spouse, except that if the total benefits paid shall be less than the Participant's Contribution Accumulation at the time of the Participant's death, the difference shall be paid to the Eligible Spouse if living, or if deceased, to his estate.
- (b) Upon the death of a vested Participant who has not yet begun commencement of his Normal Retirement Income payment and who is not married on the date of his death, the Beneficiary of the Participant shall be paid a Death Benefit in the form of a Pension. The amount of the Death Benefit Pension shall be equal to fifty percent (50%) of the monthly amount of the Normal Retirement Income, as determined in Section 5.1, which the deceased Participant would have been eligible to receive at the time of his death considering the Participant's Basic Monthly Salary and Years of Service with the Employer prior to the date of his death. Payment of the Death Benefit Pension under this Subsection shall commence as of the first day of the month coincident with or next following the Participant's death and shall consist of 120 monthly payments made in accordance with this Subsection, except that if the total benefits paid shall be less than the Participant's Contribution Accumulation at the time of the Participant's death, the difference shall be paid to the Beneficiary if living, or if deceased, to his estate.
- (c) Upon the death of a non-vested Participant, the Beneficiary of the Participant shall be paid a Death Benefit equal to the Participant's Contribution Accumulation at the time of the Participant's death.
- 6.2 <u>Designation of Beneficiary</u>. Each active or retired Employee may designate a primary Beneficiary or Beneficiaries and, in addition, may name a contingent Beneficiary or Beneficiaries to receive any benefit that may become payable under the Plan. If an Employee designates more than one Beneficiary, each shall share equally unless the Employee specifies a different allocation or preference. Such designation shall be made upon forms furnished by the Employer and may be revoked or changed at any time and from time to time without notice to any Beneficiary, and shall not be effective unless and until filed with the Committee. If an Employee fails to designate a Beneficiary, or if no designated Beneficiary survives the Employee, the Death Benefit shall be paid to the Employee's spouse, if living, or otherwise, to the estate of the Employee.

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For the purpose of this Plan, the production of a certified copy of the death certificate of any Employee or other person shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon. In the absence of such proof, the Committee may rely upon such other evidence of death as it deems necessary or advisable.

6.3 <u>HEART Act Provision</u>. In the case of a death occurring on or after January 1, 2007, if the Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment on the day preceding the Participant's death and then terminated employment on account of death.

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ARTICLE VII

Early Retirement

- 7.1 <u>Early Retirement Income</u>. A Participant may elect to retire early and apply for an Early Retirement Income. The monthly amount of an Early Retirement Income to which a Participant shall be entitled for life (on a single life basis) shall be based on his Accrued Benefit as follows:
- (a) If the total of the Participant's age (in years and completed months) and number of Years of Service equal eighty (80) or more the Participant shall be entitled to a monthly life income equal to the Participant's Accrued Benefit payable at his Normal Retirement Date, reduced by three percent (3%) for each year by which the Early Retirement Date precedes the Participant's Normal Retirement Date. Provided, however, effective July 1, 1997, the reduction referred to in the prior sentence shall be two percent (2%) rather than three percent (3%) with respect to Participants who retire on or after July 1, 1997. Provided further, effective July 1, 2004, the reduction referred to in the prior two sentences shall be eliminated with respect to Participants who retire on or after July 1, 2004.
- (b) If the total of the Participant's age and number of Years of Service equal less than eighty (80), but the Participant has attained age fifty-five (55) and completed at least ten (10) Years of Service, the Participant shall be entitled to receive a reduced amount of monthly life income that is the Actuarial Equivalent of the Participant's Accrued Benefit payable at his Normal Retirement Date. Provided, effective July 1, 1997, "seven (7)" shall be substituted for "ten (10)" in the preceding sentence. A Participant's Early Retirement Income shall commence as of such Participant's Early Retirement Date, unless deferred under Section 7.2 hereof.
- 7.2 <u>Deferral of Early Retirement Income</u>. Payment of any Early Retirement Income may be deferred to any subsequent Plan Year and up to the date a retiring Participant would otherwise reach his Normal Retirement Date if he had continued in the employ of the Employer by filing the written election. An Early Retirement Income shall be based on his Accrued Benefit in the manner described in Section 7.1 herein.

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ARTICLE VIII

Disability

8.1 Disability Retirement.

- (a) If a Participant's employment is terminated on his Disability Retirement Date, the Participant shall be entitled to receive a Disability Retirement Income which is a monthly income payable for as long as the Participant has a Disability, but not extending beyond the Participant's Normal Retirement Date, that is equal to the Participant's vested Accrued Benefit payable at his Normal Retirement Date. At Normal Retirement Date, the Participant shall then be entitled to receive his Normal Retirement Income.
- (b) If a Participant's employment is terminated due to Disability after attaining age 55, but such Participant has less than ten (10) Years of Service, the Participant shall be 100% vested and nonforfeitable in his Accrued Benefit at the time and due to the incurrence of Disability. Such Participant may then elect to receive a Disability Retirement Income which is a reduced amount of monthly life income that is the Actuarial Equivalent of the Normal Retirement Income payable at his Normal Retirement Date. Provided, effective July 1, 1997, "seven (7)" shall be substituted for "ten (10)" in the preceding sentence.
- 8.2 <u>Proof of Disability</u>. After a Participant's Disability Retirement Date, if the Committee so decides, the Committee may require that the Participant's continuing Disability be verified by medical examination by a physician designated by the Committee at a location convenient to the Participant; provided, he shall not be required to submit to more than one examination in a 12 month period.

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ARTICLE IX

Termination of Employment

- 9.1 Termination of Employment Vesting of Benefits.
- (a) <u>General</u>. When a Participant ceases to be an Employee for any reason other than death, Disability or retirement on his Normal Retirement Date, his vested interest in his Accrued Benefit shall be determined in accordance with the following Subsections.
- (b) <u>Vesting</u>. A Participant shall have vested and nonforfeitable rights in all or part of his Accrued Benefit, as set forth by the percentages in the table hereafter.
 - (i) After July 1, 1987 but Prior to July 1, 1997.

YEARS OF SERVICE PERCENTAGE OF ACCRUED BENEFIT VESTED

Less than: 10 0% At least: 10 100%

(ii) On or After July 1, 1997.

YEARS OF SERVICE PERCENTAGE OF ACCRUED BENEFIT VESTED

Less than: 7 0% At least: 7 100%

- (c) <u>No Forfeitures for Cause</u>. The vested and nonforfeitable portion of an Accrued Benefit shall not be forfeited for any cause whatsoever, except as provided in Section 9.1(d)(iii).
- (d) <u>Deferred Vested Pension</u>. To the extent that a Participant has any vested rights in his Accrued Benefit upon his termination of employment, and, if he is not otherwise entitled to an Early Retirement Income, he shall be entitled to a Deferred Vested Pension as of one of the dates set forth in Subsections (i) or (ii) hereafter, whichever applies.
- (i) At Normal Retirement Date. If the Participant has not met both the age and service requirements for an Early Retirement Date at the time he terminates his employment with the Employer, payment of his Deferred Vested Pension shall begin on the date which would otherwise be his Normal Retirement Date if he had continued in the employ of the employer to the Participant's projected Normal Retirement Date. Benefits to which such Participant shall be entitled as of his benefit commencement date shall be (1) calculated on a single life basis, (2) based on his vested Accrued Benefit (determined as of the date such employment terminated) and (3) paid as provided in Article X hereof if an optional form of benefit is selected.

- (ii) Prior to Normal Retirement Date. If the Participant has met the service requirement but not the age requirement to retire on his Early Retirement Date at the time he terminates his employment with the Employer, payment of his Deferred Vested Pension shall commence as of his projected Normal Retirement Date unless he elects in writing to the Committee to commence receipt of his Deferred Vested Pension at an earlier date. The Participant may elect to commence receipt of his Deferred Vested Pension on or after his Earliest Retirement Age. Benefits to which such Participant shall be entitled as of his benefit commencement date shall be based on his vested Accrued Benefit (determined as of the date such employment terminated) which shall be reduced on an Actuarially Equivalent basis if his benefit commencement date is prior to his projected Normal Retirement Date.
- (iii) <u>Death</u>. If a Participant dies prior to commencement of receipt of a Deferred Vested Pension, any entitlement to benefits under this Plan shall be governed by Article VI herein.
- (e) <u>Full Vesting at Normal Retirement Date</u>. Unless sooner vested as provided herein, a Participant who remains in the employment of the Employer until his Normal Retirement Age shall be 100% vested and nonforfeitable in his Accrued Benefit as of such Participant's Normal Retirement Date.
- (f) Severance Benefit. Upon termination of an Employee's employment with the Employer prior to his Retirement, for a reason other than death, his contributions to the Trust shall cease and he shall be entitled to receive a Severance Benefit equal in amount to the Employee's Contribution Accumulation, which shall be in lieu of all other benefits under this Plan. Payment of such benefit shall be made in a lump sum as soon as administratively feasible after the date of termination of the Employee's employment and the Employee's request for payment. If such termination of employment occurs after the Employee has met the requirements for Deferred Vested Pension, he may receive in lieu of such Contribution Accumulation, the Pension for which he is eligible under the provisions of Section 9.1(d) above, unless the Employee elects to receive such Contribution Accumulation.

If any benefit of any other kind is paid under this Plan to or on behalf of an Employee, no Severance Benefit shall be paid, but shall be deemed to have been included in the value of the other benefit, unless the total of such other benefit payments finally made shall be less than his Contribution Accumulation at the time of the Employee's termination of employment, in which case the difference shall be paid to the terminated Employee if living, or if deceased, to his Beneficiary.

- 9.2 <u>Re-employment:</u> If a Participant (a) terminates employment, (b) receives a distribution of all or a portion of his vested Accrued Benefit and (c) is later re-employed prior to January 1, 2010, the Participant's Normal Retirement Benefit (and therefore his Accrued Benefit) will be reduced by the Actuarial Equivalent value of the benefit which was previously distributed.
- 9.3 <u>Loss of Benefits</u>. A Participant's retirement benefits shall be subject to forfeiture upon the conviction of or plea of guilty or nolo contendere to certain crimes as set forth hereinafter.

- (a) Any Participant upon final conviction of, or pleading guilty or nolo contendere in a state or federal court of competent jurisdiction to, a felony for bribery, corruption, forgery or perjury or any other crime related to the duties of his or her employment shall forfeit their retirement benefits. The forfeiture of benefits shall not occur if any such Participant received a deferred sentence, but retirement benefits shall not commence prior to completion of the deferred sentence. The forfeiture of retirement benefits required by this Section shall not include the Participant's contributions to the retirement system or retirement benefits that are vested as of August 26, 2011.
- (b) The forfeiture of retirement benefits as provided for in this Section shall also apply to any such Participant who, after leaving employment, is convicted of, or pleads guilty or nolo contendere in a state or federal court of competent jurisdiction to, a felony committed while in such employment, where the felony is for bribery, corruption, forgery or perjury or any other crime related to the duties of his or her employment.
- (c) The forfeiture shall continue until such time as the conviction or guilty plea is reversed by the highest appellate court to which the officer or employee may appeal.
- (d) The attorney responsible for prosecuting the Participant shall notify the Plan if the Participant is convicted of or upon entering a plea of guilty or nolo contendere to any of the crimes set forth in Section 9.3. Upon receiving notice of a conviction, plea of guilty or plea of nolo contendere, the Plan shall immediately suspend all benefits of the Participant, and shall notify the Participant of his or her right to a hearing before the Committee to review whether the conviction or plea qualifies for forfeiture of benefits under this Section. If the notice of a conviction, plea of guilty or plea of nolo contendere is not forthcoming but there is reason to suspect a conviction and/or plea may have occurred, the Plan may, in the discretion of the Committee, investigate and gather court documents and contact prosecutors to determine whether the conviction or plea qualifies under this Section. Upon obtaining sufficient documentation of the conviction or plea, the Plan shall immediately suspend all benefits of the Participant and notify the Participant of his or her right to a hearing to review whether the conviction or plea qualifies for forfeiture of benefits under this Section. A Participant shall have thirty (30) days from the date of notification to request a hearing before the Committee. Requests for such a hearing shall be made in writing to the city clerk.

ARTICLE X

Manner of Payment and Optional Benefits

10.1 Optional Forms of Retirement Income.

(a) <u>Forms of Options</u>. In lieu of any other method of payment of pension benefits under this Plan, a Participant may submit written application to the Committee, electing the Actuarial Equivalent of any alternate method of payment or combination thereof, as set forth hereafter. Regardless of the Option chosen, the minimum benefit payable to or on behalf of any Employee shall be the Employee's Contribution Accumulation as of the earlier of 1) the date which the Pension commenced, or 2) the date of the Participant's death.

OPTION 1. Payment of a Normal Retirement Income, Early Retirement Income, Deferred Vested Pension or Disability Retirement Income, whichever applies, on a single life basis.

OPTION 2. A period certain option, providing a retirement income payable during a Participant's life, but guaranteed for a period of 5, 10, 15 or 20 years, as specified by the Participant. If the Participant dies before the expiration of the specified period, payment shall be continued to his designated Beneficiary, provided that in no event shall the period certain exceed the life expectancy of the Participant as determined by generally accepted actuarial principles.

OPTION 3. A joint and survivor annuity option, providing a retirement income benefit during the Participant's life with the provision that after his death, a percentage (effective July 1, 2002, 100%, 75%, or 50%) of the benefit shall continue during the life of, and be paid to, his designated joint annuitant, if he shall survive such Participant. This Option 3 shall only be available to a Participant who designates his Eligible Spouse as a "joint annuitant."

OPTION 4. A joint and survivor annuity option as in OPTION 3 above but guaranteed for a period of 5, 10, 15 or 20 years, as specified by the Participant. If both the Participant and his Eligible Spouse die before the expiration of the specified period, payment shall be continued to the designated Beneficiary, provided that in no event shall the period certain exceed the joint life expectancy of the Participant and his Eligible Spouse as determined by generally accepted actuarial principles.

OPTION 5. Effective January 1, 2010, a lump sum distribution option in the event that the Normal Retirement Income monthly benefit on a single life basis would be less than \$200. The calculation of the amount payable under this Option shall be based on the Lump Sum Factors set forth on Appendix A to this Plan. This Option 5 is not available in combination with any other Option and is not available if benefit payments have commenced under another Option. Further, this Option is not available to an Eligible Spouse for purposes of a Death Benefit Pension.

The Committee shall, if it deems appropriate, require an Employee (or contingent pensioner) to submit evidence of good health as a condition to receipt of this lump sum payment option.

(b) <u>Restrictions</u>. The provisions of this Subsection are effective January 1, 2010. In the event an Employee dies after he has begun to receive benefits under this Plan, his Beneficiary or contingent pensioner shall not be entitled to change the form of payment of the benefit. An employee receiving a Disability Retirement Income pension is not concurrently eligible for any of the Optional Forms of Retirement Income.

An election made pursuant to Option 3 or Option 4 shall become inoperative in the event that no contingent pensioner is surviving upon the Employee's Retirement Date.

If an Employee who makes an election under Option 3 or Option 4 pursuant to the requirements of this Article continues in the Employer's employ after his Normal Retirement Date, no Pension payments shall be made during the period of continued employment. If the Employee dies during such continued employment and the contingent pensioner survives him, the election shall become operative so that the contingent pensioner shall receive a Pension in accordance with the option elected commencing on the first day of the month coinciding with or next following the death of the Employee. In the event the contingent pensioner predeceases the Employee during such continued employment, the election shall not become operative.

If a Participant who makes an election pursuant to the requirements of this Section continues in the Employer's employ after his Normal Retirement Date, no Pension payments shall be made during the period of continued employment. If the Participant dies during such continued employment and the contingent pensioner survives him, the election shall become operative so that the contingent pensioner shall receive a Pension in accordance with the option elected commencing on the first day of the month coinciding with or next following the death of the Participant. In the event the contingent pensioner predeceases the Participant during such continued employment, the election shall not become operative.

10.2 <u>Minimum Distribution Requirements:</u>

(a) General Rules:

- (i) Effective Date. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (ii) Precedence. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.
- (iii) Requirements of Regulations Incorporated. All distributions required under this Section will be determined in accordance with Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirement of Section 401(a)(9)(G), and the Income Tax Regulations thereunder.
- (iv) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section, other than Subsection (iii), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal

Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) <u>Time and Manner of Distribution:</u>

- (i) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
- (1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, except as provided in the adoption agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the Applicable Age, if later. Effective for calendar years beginning after December 31, 2023, the Designated Beneficiary surviving Spouse may elect to be treated as if the surviving Spouse were the Employee for purposes of the required minimum distribution rules under the Code. In the case of such an election, the applicable distribution period for Distribution Calendar Years after the Distribution Calendar Year including the Employee's date of death is determined under the Uniform Lifetime Table.
- (2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (b)(ii), other than Subsection (b)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (e), distributions are considered to begin on the Participant's Required Beginning Date (or, if Subsection (b)(ii)(4) applies, the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), the date distributions are considered to begin is the date distributions actually commence.

(iii) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Subsections (c), (d) and (e) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) Determination of Amount to be Distributed Each Year:

- (i) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
- (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section (d) or (e);
- (3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (4) payments will either be nonincreasing or increase only as follows:
 - a. by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - b. to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);
 - c. to provide cash refunds of employee contributions upon the Participant's death; or
 - d. to pay increased benefits that result from a plan
- (ii) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if

the Participant dies before distributions begin, the date distributions are required to begin under Subsection (b)(ii)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(iii) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) <u>Requirements For Annuity Distributions That Commence During</u> <u>Participant's Lifetime:</u>

- (i) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.
- Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section (d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury

regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements For Minimum Distributions After the Participant's Death:

- (i) Death After Distributions Begin. If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Article, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.
 - (ii) Death Before Distributions Begin.
- (1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Subsection (b)(ii)(1) or (2), over the life of the Designated Beneficiary or over a period certain not exceeding:
 - a. unless the annuity starting date is before the first Distribution Calendar Year, the life expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - b. if the annuity starting date is before the first Distribution Calendar Year, the life expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.
- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Subsection (3) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection (b)(ii)(1).
 - (f) Definitions (effective January 1, 2023):
 - (i) Applicable Age.

- (1) In the case of an individual who attains age 70 before July 1, 2019, the Applicable Age is $70 \frac{1}{2}$.
- (2) In the case of an individual who attains age 70 on or after July 1, 2019, the Applicable Age is 72.
- (3) In the case of an individual who attains age 72 after December 31, 2022, and age 73 before January 1, 2033, the Applicable Age is 73.
- (ii) Designated Beneficiary. The individual who is designated as the beneficiary under Section 6.2 of the Plan and is the Designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.
- (iii) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Subsection (b)(ii).
- (iv) Eligible Designated Beneficiary. An Eligible Designated Beneficiary is the individual designated by the Participant (or the Participant's surviving Spouse) and who will receive the Participant's interest under the plan and who is:
 - (1) The surviving Spouse of the Participant,
 - (2) A child of the Participant who has not reached majority,
 - (3) Disabled,
 - (4) A chronically ill individual, or
 - (5) An individual not described above who is not more than 10
- (v) Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.
- (vi) Required Beginning Date. The April 1 of the calendar year following the later of the calendar year in which the Participant attains the Applicable Age, or the calendar year in which the Participant retires.

10.3 Payments Under a Qualified Domestic Relations Order.

(a) <u>General</u>. The Employer shall follow the terms of any "Qualified Domestic Relations Order" as defined in Subsection (b) below issued with respect to a Participant where

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years younger

such Qualified Domestic Relations Order grants to an "Alternate Payee" rights in the benefit of the Participant.

- (b) The term "Qualified Domestic Relations Order" means an order issued by the District Court of the State of Oklahoma pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a Participant and which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable with respect to a Participant of the Plan.
- (c) To qualify as an Alternate Payee, a spouse or former spouse must have been married to the Participant for a period of not less than thirty (30) continuous months immediately preceding the commencement of the proceedings from which the Qualified Domestic Relations Order issues.
- (d) A Qualified Domestic Relations Order is valid and binding on the Trustees and the Participant only if it meets the requirements of this Section.
 - (e) A Qualified Domestic Relations Order shall clearly specify:
- (1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;
- (2) the amount or percentage of the Participant's benefits to be paid by the Plan to the Alternate Payee;
- (3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,
 - (4) each plan to which such order applies.
- (f) A Qualified Domestic Relations Order meets the requirements of this Section only if such order:
- (1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;
 - (2) does not require the Plan to provide increased benefits; and,
- (3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee pursuant to another order previously determined to be a Qualified Domestic Relations Order, or an order recognized by the Plan as a valid order prior to the effective date of the Plan.
- (g) A Qualified Domestic Relations Order shall not require payment of benefits to an Alternate Payee prior to the actual retirement date of the Participant.

- (h) The obligation of the Plan to pay an Alternate Payee pursuant to a Qualified Domestic Relations Order shall cease upon the death of the Participant.
- (i) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.
- (j) This Section of the Plan shall not be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C.A. Section 1001, et seq., as amended from time to time, or rules and regulations promulgated thereunder, and court cases interpreting ERISA.
- (k) The Board of Trustees of the Oklahoma Municipal Retirement Fund shall promulgate such rules as are necessary to implement the provisions of this Section.
- (l) An Alternate Payee who has acquired beneficiary rights pursuant to a valid Qualified Domestic Relations Order must fully comply with all provisions of the rules promulgated by the Trustees pursuant to this Section in order to continue receiving his or her benefits.
- (m) Nothing in this Section shall grant a spouse or former spouse of a Participant any property rights in the benefits of any Participant except as specifically authorized for Qualified Domestic Relations Orders, and no spousal consent shall be required for a Participant to elect or change elections pertaining to a benefit payable under this Plan.
- 10.4 <u>Suspension of Benefits After Participant's Retirement Date</u>. If a Participant receiving a benefit under Articles VII, VIII, IX or X is re-employed by an Employer before he attains age 70, then the benefit otherwise payable to that Participant for that month shall be suspended. The Plan may deduct, from any later benefit payments to be made under the Plan, any payments made earlier by the Plan for those calendar months when payments should have been suspended. In any one month, however, this deduction may not exceed 25% of the benefit that otherwise would be payable for that month. No payment shall be suspended after the Participant attains age 70. No payment shall be suspended before age 70 until the Committee provides proper notification of suspension, which shall include:
 - (a) the reason benefits are being suspended;
 - (b) a copy of the Suspension of Benefits Plan provisions;
- (c) a statement that applicable Labor Department Regulations are in Section 2530.203-3 of the Code of Federal Regulations;
 - (d) the Plan's procedure for reviewing any claim regarding the suspension;
- (e) a statement that the Participant must retire for benefits to resume but that no special procedure or forms are required; and

(f) a determination of the benefit amount which will be paid at later retirement.

On the Participant's later termination of employment, the Normal Retirement Income shall be recomputed.

10.5 <u>Applicable Benefit Provisions</u>. The determination of the Accrued Benefit to which any Participant is entitled shall be governed by the Plan in effect on the date of the Participant's termination of employment.

ARTICLE XI

Employment Transfers

11.1 Transfers From This Plan.

- (a) <u>To Another Category With This Employer</u>: Effective January 1, 2007, if an Employee is employed by the Employer under this Plan and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease and he shall be subject to the following rules and requirements relating to this Plan and his rights and benefits hereunder:
- (1) If he is not eligible for a Pension under this Plan as of the date of such employment transfer, his Contribution Accumulation shall remain in the Trust Fund and will continue to accrue interest but he will not continue to accrue Service for the purpose of meeting eligibility requirements for benefits under this Plan, and shall not be entitled to credit for Service while not a member under this Plan for the purpose of computing the amount of any benefit under this Plan.
- (b) <u>To Another Municipality</u>: Effective January 1, 2007, if an Employee's employment by the Employer under this Plan is terminated by virtue of his transfer to employment with another Municipality, his participation in this Plan shall thereupon cease and he shall be subject to the following rules and requirements relating to this Plan and his right and benefits hereunder:
- (1) If he is eligible for a Pension under this Plan as of the date of such employment transfer, such transfer shall be treated as his Retirement and thereupon he shall be entitled to his Pension; or
- (2) If he is not eligible for a Pension under this Plan as of the date of such employment transfer, and he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, his Contribution Accumulation shall remain in the Fund and will continue to accrue interest, and he will continue to accrue Service for the purpose of meeting eligibility requirements for benefits under this Plan, but shall not be entitled to credit for Service while not a member under this Plan for the purpose of computing the amount of any benefit under this Plan and upon so meeting such eligibility requirements for benefits, he or his Beneficiaries shall be entitled to such benefits.

11.2 <u>Transfers to This Plan</u>.

(a) From Another Category with This Employer: Effective January 1, 2007, if a person becomes an Employee and a Participant under this Plan upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his eligibility for benefits hereunder and not in computing the amount of such benefits, and he shall also be subject

to all the other provisions of this Plan, provided such transfer occurred prior to the adoption of this Plan.

- (b) From Another Municipality for all Employees Hired After January 1, 2007: If a person becomes an Employee and a Participant under this Plan after January 1, 2007 and upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his eligibility and vesting for benefits hereunder, but not in computing the amount of such benefits, and he shall also be subject to all the other provisions of this Plan. Provided, however, no such Service shall be counted if the Participant was not 100% vested in the other Municipality's qualified retirement plan and the Participant received a distribution of his benefit under such Plan.
- (c) From Another Municipality for All Current Employees as of January 1, 2007: If a person was an employee as of January 1, 2007, and became an Employee immediately upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his eligibility and vesting for benefits hereunder, but not in computing the amount of such benefits, and he shall also be subject to all the other provisions of this Plan.
- (d) <u>Previously Fully Vested With Another Municipality</u>: Effective January 1, 2007, with respect to a Participant who was previously 100% vested in any Municipality's qualified retirement plan prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for eligibility and vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the Municipality.
- 11.3 <u>Notice of Transfers</u>. After any transfer of employment referred to in Sections 11.1 or 11.2, the transferred Employee shall give written notice of such transfer to the Committee. Such Employee shall not be penalized, however, for failure to give such notice.

ARTICLE XII

General Benefit Provisions

- 12.1 <u>Re-employment of Former Employees</u>. If an Employee's employment is terminated before he is eligible for a Pension and the Employee is subsequently re-employed by the Employer, the Employee shall not receive any credit for his previous period of employment.
- Re-employment of Retired Employees. If a former Employee who retired under this Plan is re-employed before January 1, 2010 by the Employer, and again becomes an Employee under the Plan, no pension payments shall be made during the period of such re-employment. Upon the subsequent termination of employment by such an Employee the Employee shall be entitled to receive a Pension the amount of which is computed on the basis of his Basic Monthly Salary and Service with the Employer prior to the date of his previous Retirement, as well as his Basic Monthly Salary and Service with the Employer during the period of his re-employment. In this event, and notwithstanding anything to the contrary herein, the Employee's Pension computation shall be based on two percent (2%) of Basic Monthly Salary for any Service prior to July 1, 2006, and two and one-half percent (2.5%) of Basic Monthly Salary for Service on or after July 1, 2006. In the case of re-employment of a retired Employee who received any Pension payments prior to his reemployment, the Pension payable upon his subsequent Retirement shall be reduced by the Actuarial Equivalent of any Pension payments, except Disability Pension payments, he received prior to his Normal Retirement Date during his previous period of Retirement.
- 12.3 <u>Rights of Previously Retired Participants</u>. Participants and Beneficiaries who have been receiving pension benefits prior to the Effective Date hereof shall continue to receive the same amount of pension benefits such Participants or Beneficiaries were receiving under the Predecessor Plan prior to such Effective Date.
- 12.4 <u>Benefits Payable Only Upon Retirement, Death, Disability or Other Termination of Employment</u>. Benefits shall become payable only at the date(s) expressly and specifically provided for in this Plan upon a Participant's retirement, Disability, death or other termination of employment. Accordingly, no payment of benefits beyond the scope of the previous sentence shall be permissible under the Plan.

ARTICLE XIII

Limitations

13.1 <u>Limitations on Benefits Relating to Section 415 of Internal Revenue Code of 1986</u>:

- (a) Notwithstanding any other provision contained herein to the contrary, the benefits payable to a Participant from the Plan provided by employer contributions (including contributions picked up by the employer under Code Section 414(h)) shall be subject to the limitations of Code Section 415 in accordance with the provisions of this Article. The limitations of this Article shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided below.
- (b) Except as provided below, effective for limitation years ending after December 31, 2007, any accrued retirement benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.
- (c) If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the Plan has been terminated) maintained by the Employer or a predecessor employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's Employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer will apply the benefit accrual limit first to the plan that is not a broad-based participation plan.
- (d) The application of the provisions of this Article shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Treas. Reg. Section 1.415(a)-1(g)(4).
- (e) The limitations of this Article shall be determined and applied taking into account the rules in Section 13.6.
- 13.2 <u>Definitions</u>: For purposes of calculating the limitations which are otherwise applicable to a Participant pursuant to Section 415 of the Code and this Plan, the following definitions shall apply.
- (a) <u>Annual Benefit</u>: A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that

begins at the same time as such other form of benefit and is payable on the first day of each month before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treas. Reg. Section 1.401(a)-20, Q&A 10(d), and with regard to Treas. Reg. Section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions. Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section 13.2(a)(1) or Section 13.2(a)(2).

- (1) Benefit Forms Not Subject to §417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 10.2(a)(1) if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).
- (i) <u>Limitation Years beginning before July 1, 2007</u>. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; and (II) a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

- (ii) <u>Limitation Years beginning on or after July 1, 2007</u>. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.
- (2) <u>Benefit Forms Subject to Code Section 417(e)(3)</u>: The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 13.2(a)(1). In this case, the actuarially equivalent straight life annuity shall be determined as follows:
- (i) <u>Annuity Starting Date in Plan Years Beginning After 2005</u>. Except as provided in Section 13.2(a)(2)(iii), if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after December 31, 2005, the actuarially equivalent straight life annuity is equal to the greatest of:
 - (a) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form;
 - (b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 13.2(a)(2)(v) for Plan Years after the effective date specified below); and
 - (c) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate for the distribution under Regulations Section 1.417(e)-1(d)(3) (determined in accordance with Section 13.2(a)(2)(v) for Plan Years on or after January 1, 2008 and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below), divided by 1.05.

The effective date of the applicable mortality table above is for years beginning after December 31, 2008.

(ii) Annuity Starting Date in Plan Years Beginning in 2004 or 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value

as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; and (II) a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Treas. Reg. Section 1.417(e)-1(d)(2).

However, this Section does not supersede any prior election to apply the transition rule of section 101(d)(3) of PFEA as described in Notice 2004-78.

- (iii) Annuity Starting Date in small plans for Plan Years Beginning in 2009 and later. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in or after 2009, and if the Plan is maintained by an eligible employer as defined Code Section 408(p)(2)(C)(i), the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:
 - (a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and
 - (b) A 5.5 percent interest rate assumption and the applicable mortality table described in Section 13.2(a)(2)(iv).
- (iv) <u>Definition of "Applicable Mortality Table</u>." Effective for annuity starting dates in a Plan Year beginning on or after January 1, 2008, for purposes of this Article, the "applicable mortality table" means the applicable mortality table within the meaning of Code Section 417(e)(3)(B) as described in Revenue Ruling 2007-67.
- (v) Applicable interest rate. For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable interest rate" or "applicable mortality table" used for purposes of Code Section 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by applicable interest rate described by Code Section 417(e) after its amendment by PPA. Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the calendar month (lookback month) before the first day of the Plan Year in which the annuity starting date occurs (stability period). For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if:
 - (a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and
 - (b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)," and

- (c) The applicable percentage under Code Section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.
- (b) <u>Compensation</u>: Compensation is defined as wages, differential wage payments under Code Section 3401(h) made after December 31, 2008, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Treas. Reg. Section § 1.62-2(c), and excluding the following:
- (i) Employer contributions (other than elective contributions described in Code Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified);
- (ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Treas. Reg. Section 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture:
- (iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;
- (iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code Section 125);
- (v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

For Limitation Years beginning more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on or after July 1, 2007, compensation for a Limitation Year shall also include compensation paid by the later of 2½ months after an employee's severance from employment with the employer maintaining the Plan or the end of the Limitation Year that includes the date of the employee's severance from employment with the employer maintaining the Plan, if the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other

similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of $2\frac{1}{2}$ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except, payments to an individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

Back pay, within the meaning of Treas. Reg. Section 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, or Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

For Limitation Years beginning after December 31, 2001, Compensation shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 compensation is an amount that is excludable under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed Code Section 125 compensation only if the employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

- (c) <u>Defined Benefit Dollar Limitation</u>: Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is \$160,000, automatically adjusted under Code Section 415(d) for increases in the cost-of-living, effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.
- (d) <u>Employer</u>: For purposes of this Article, employer shall mean the employer that adopts this plan, and all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as

defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

- (e) Formerly Affiliated Plan of the Employer: A plan that, immediately prior to the cessation of affiliation, was actually maintained by the employer and, immediately after the cessation of affiliation, is not actually maintained by the employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the employer, such as the sale of a member controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or that causes a plan to not actually be maintained by the employer, such as transfer of plan sponsorship outside a controlled group.
- (f) <u>Limitation Year: The Plan Year</u>: All qualified plans maintained by the employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.
- (g) <u>Maximum Permissible Benefit</u>: The Defined Benefit Dollar Limitation (adjusted where required, as provided below).
- (1) <u>Adjustment for Less Than 10 Years of Participation</u>: If the Participant has less than 10 years of participation with the Employer, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the Plan, and (ii) the denominator of which is 10.
- (2) Adjustment of Defined-Benefit-Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65: Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(i), as modified by (g)(2)(iii). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(ii), as modified by, Subsection (g)(2)(iii),
- (i) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62.
- I. <u>Limitation Years Beginning Before July 1, 2007</u>. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. <u>Limitation Years Beginning on or After July 1, 2007.</u>

- A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 13.2(g)(1) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).
- B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Section 13.2(g)(2)(i)(II)(A), and the Defined Benefit Dollar Limitation (adjusted under Section 13.2(g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Article.
- (ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:
- I. <u>Limitation Years Beginning Before July 1, 2007</u>. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the-interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. <u>Limitation Years Beginning On or After July 1, 2007.</u>

A. <u>Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement</u>. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both

age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required)with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

- B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Subsection (g)(2)(ii)II.A., and the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after sixty-five (65) years of age but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at sixty-five (65) years of age is the annual amount of such annuity that would be payable under the Plan to a hypothetical member who is sixty-five (65) years of age and has the same accrued benefit as the Participant.
- (iii) Notwithstanding the other requirements of this Subsection (g)(2), in adjusting the Defined Benefit Dollar Limitation for the Participant's annuity starting date under Subsections (g)(2)(i)I. and (g)(2)(i)II.A., (g)(2)(ii)I., (g)(2)(ii)II.A., no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.
- (iv) Notwithstanding any other provision to the contrary, for limitation years beginning on or after January 1, 1997, if payment begins before the Participant reaches sixty-two (62) years of age, the reductions in the limitations in this subsection shall not apply to a Participant who is a "qualified participant" as defined in Section 415(b)(2)(H) of the Code.
- (3) <u>Minimum benefit permitted</u>: Notwithstanding anything else in this section to the contrary, the benefit otherwise accrued or payable to a Participant under this plan shall be deemed not to exceed the Maximum Permissible Benefit if:

- (i) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the employer do not exceed \$10,000 multiplied by a fraction (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the employer, and (II) the denominator of which is 10; and
- (ii) the employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for postretirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).
- (4) For limitation years beginning on or after January 1, 1995, subsection (g)(1) of this Section, subsection (g)(1)(i) of this Section, and the proration provided under subsection (g)(3)(i) of this Section, shall not apply to a benefit paid under the Plan as a result of the Participant becoming disabled by reason of personal inquiries or sickness or amounts received by the beneficiaries, survivors or estate of the Participant as a result of the death of the Participant.
- (5) Effective for years beginning after December 31, 1997, if a member repays to the Plan any amounts received because of the Participant's prior termination pursuant to Section 10.11 of this Plan, such repayment shall not be taken into account for purposes of Section 415 of the Code pursuant to Code Section 415(k)(3).
- (6) For distributions made in limitation years beginning on or after January 1, 2000, the combined limit of repealed Code Section 415(e) shall not apply.
- 13.3 <u>Predecessor Employer</u>: If the employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in the Plan. A former entity that antedates the employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.
- 13.4 <u>Severance from Employment</u>: An employee has a severance from employment when the employee ceases to be an employee of the employer maintaining the Plan. An employee does not have a severance from employment if, in connection with a change of employment, the employee's new employer maintains the Plan with respect to the employee.
- 13.5 Year of Participation: The Participant shall be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the Participant is credited with the period of service for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a year of participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period.

A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

13.6 Other Rules:

- (a) <u>Benefits Under Terminated Plans</u>: If a defined benefit plan maintained by the employer has terminated with sufficient assets for the payment of benefit liabilities of all plan Participants and a Participant in the Plan has not yet commenced benefits under the Plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.
- (b) Benefits Transferred From the Plan: If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan maintained by the employer and the transfer is not a transfer of distributable benefits pursuant Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan that is not maintained by the employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are treated by the employer's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the Plan. If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.
- (c) <u>Formerly Affiliated Plans of the Employer</u>: A formerly affiliated plan of an employer shall be treated as a plan maintained by the employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.
- (d) <u>Plans of a Predecessor Employer</u>: If the employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the employer. However, for this purpose, the Plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay Participants' benefit liabilities under the Plan, and had purchased annuities to provide benefits; the employer

and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provide under the Plan of the predecessor employer.

- (e) <u>Special Rules</u>: The limitations of this Article shall be determined and applied taking into account the rules in Treas. Reg. Section 1.415(f)-1(d), (e) and (h).
- (f) <u>Aggregation with Multiemployer Plans</u>: If the employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the employer shall be treated as benefits provided under a plan maintained by the employer for purposes of this Article.

ARTICLE XIV

Provisions Relating to Participants

- 14.1 <u>Information Required of Participants</u>. Payment of benefits shall begin as of the payment date(s) provided in this Plan and no formal claim shall be required therefor; provided, in the interests of orderly administration of the Plan, the Committee may make reasonable requests of Participants and Beneficiaries to furnish information which is reasonably necessary and appropriate to the orderly administration of the Plan, and, to that limited extent, payments under the Plan are conditioned upon the Participants and Beneficiaries promptly furnishing true, full and complete information as the Committee may reasonably request.
- 14.2 <u>Participants' Right in the Plan</u>. No Participant or other person shall have any interest in, or right to, any part of the earnings of the Plan or any part of the assets thereof, except as and to the extent expressly provided in the Plan. No Participant may sell, assign, discount or pledge as collateral for a loan or as security for the performance of an obligation or for any other purpose his interest in the Contract to any other person other than the issuer thereof.

14.3 Abandonment of Benefits.

- (a) If, anytime following the date either of a Participant, Eligible Spouse or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred benefits under the Plan, then, if the whereabouts of such Participant, Eligible Spouse or Beneficiary is unknown, the benefits may be forfeited in certain limited circumstances as provided hereafter. If the Committee has mailed to the Participant, Eligible Spouse or Beneficiary on or about any Anniversary Date notice of the present right to receive benefits, and the Committee continues to mail such notice for two following consecutive Anniversary Dates (for a total of three consecutive Anniversary Dates), then, upon the fourth consecutive Anniversary Date, if no claim has been received, the amount representing unclaimed benefits (including those holding Employee contributions) can be forfeited.
- (b) Each Participant, Eligible Spouse and Beneficiary shall file with the Committee, from time to time in writing, their post office address and each change of post office address, if any, and the Committee shall not be obliged to search for or ascertain the whereabouts of any Participant, Eligible Spouse or Beneficiary. Any communication addressed to a Participant, Eligible Spouse or Beneficiary at their last post office address filed with the Committee, or if no such address was filed, then at their last post office address as shown on the Employer's records, shall be binding on the Participant, the Eligible Spouse and Beneficiary for all purposes of the Plan and Trust.
- (c) In the event that the whereabouts of a lost Participant, lost Eligible Spouse or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any benefits which have been previously forfeited to satisfy such claim; provided, the amount reinstated shall, in any event, be equal to the amount of the forfeited benefit. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

- 14.4 <u>Benefits Payable to Incompetents</u>. Any pension benefits payable hereunder to a minor or other person under legal disability may be made to a valid power of attorney, a court appointed guardian, or any other person authorized under state law to receive the benefit. The Committee shall not be required to see to the application of any such payment, and the payee's receipt shall be a full and final discharge of the Employer's or Committee's responsibility hereunder.
- 14.5 <u>Conditions of Employment Not Affected by Plan</u>. The establishment and maintenance of the Plan shall not be construed as conferring any legal rights upon any Participant to the continuation of employment with the Employer, nor shall the Plan interfere with the rights of the Employer to discharge any Participant with or without cause.

ARTICLE XV

Administration

- Allocation of Responsibility Among Fiduciaries for Plan Administration. The fiduciaries shall have only those specific powers, duties, responsibilities and obligations as are specifically given them under the Plan. In general, the City shall have the sole responsibility for (i) appointing and removing Committee members, as provided in Section 15.2 herein, (ii) making Contributions and (iii) amending (except as expressly delegated herein to the City) or terminating, in whole or in part, this Plan or the Trust. The Committee shall have the sole responsibility for the administration of the Plan which responsibility is specifically described in this Plan and the agreement governing the Plan. The Trustees shall have the sole responsibility for (i) the administration of the Plan and (ii) the management of the assets held under the Plan, all as specifically provided in the Agreement governing the Plan. Each fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan or the Agreement governing the Plan, as the case may be, authorizing or providing for such direction, information or action. Furthermore, each fiduciary may rely upon any such direction, information or action or another fiduciary as being proper under this Plan or the Plan, and is not required to inquire into the propriety of any such direction, information or action. It is intended that each fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan and Trust and to the extent permitted by law shall not be responsible for any act or failure to act of another fiduciary. No fiduciary guarantees the assets of the Plan in any manner against investment loss or depreciation in asset value.
- 15.2 Appointment of Committee. The Plan shall be administered by a Committee consisting of the vice-mayor, city manager and the city attorney of the City. The members of the Committee shall not be required to make bond, nor shall they be entitled to any compensation or fee for their services as members of the Committee. All usual and reasonable expenses of the Committee may be paid in whole or in part by the City, and any expenses not paid by the City shall be paid by the Trustee out of the principal or income of the Plan.
- 15.3 <u>Claims Procedure</u>. The Committee shall make all determinations as to the right of any person to pension benefits. If any request for a pension benefit is wholly or partially denied, the Committee shall notify the person requesting the pension benefits, in writing, of such denial, including in such notification the following information:
 - (a) the specific reason or reasons for such denial;
- (b) the specific references to the pertinent Plan provisions upon which the denial is based;
- (c) a description of any additional material and information which may be needed to clarify the request, including an explanation of why such information is required; and
- (d) an examination of this Plan's review procedure with respect to denial of pension benefits.

Provided, that any such notice to be delivered to any Participant, Eligible Spouse or Beneficiary shall be mailed by certified or registered mail and shall be written to the best of the Committee's ability in a manner that may be understood without legal counsel.

- 15.4 <u>Review Procedure</u>. Any Participant, Eligible Spouse or Beneficiary whose claim has been denied in accordance with Section 15.3 herein may appeal to the Committee for review of such denial by making a written request therefor within 60 days of receipt of the notification of such denial. Such Participant, Eligible Spouse or Beneficiary may examine documents pertinent to the review and may submit to the Committee written issues and comments. Within 60 days after receipt of the request for review, the Committee shall communicate to the claimant, in writing, its decision, and the communication shall set forth the reason or reasons for the decision and specific reference to those Plan provisions upon which the decision is based.
- 15.5 Other Committee Powers and Duties. The Committee in its sole discretion shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:
- (a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any pension benefits hereunder;
- (b) to prescribe procedures to be followed by Participants, Eligible Spouses or Beneficiaries filing applications for pension benefits;
- (c) to prepare and distribute, in such manner as the Committee determines to be appropriate, information explaining the Plan;
- (d) to receive from the Employer and from Participants, Eligible Spouses and Beneficiaries such information as shall be necessary for the proper administration of the Plan;
- (e) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- (f) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements, of the Plan from the Trustees;
- (g) to appoint and employ individuals and any other agents it deems advisable, including legal counsel, to assist in the administration of the Plan and to render advice with respect to any fiduciary responsibility of the Committee, or any of its individual members, under the Plan;
- (h) to appoint or employ investment advisors, including an "investment manager";
- (i) to allocate among themselves who shall be responsible for specific fiduciary duties and to designate fiduciaries (other than Committee members) to carry out fiduciary responsibilities (other than Trustee responsibilities) under the Plan; provided that any such allocations shall be reduced to writing, signed by all Committee members, and filed in a permanent Committee minute book; and

- (j) to maintain continuing review of the Plan, and suggest changes and modifications to the Employer in connection with delegations of responsibility, as appropriate, and amendments to the Plan. The Committee shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any pension benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for pension benefits under the Plan.
- 15.6 <u>Rules and Decisions</u>. The Committee may adopt such rules as it deems necessary, desirable, or appropriate. All rules and decisions of the Committee shall be uniformly and consistently applied to all Participants and Beneficiaries in similar circumstances. When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by a Participant, Eligible Spouse or Beneficiary, the Employer, the legal counsel of the Employer, or the Trustee.
- 15.7 <u>Committee Procedures</u>. The Committee may act at a meeting or in writing without a meeting. The Committee may elect one of its members a chairman, appoint a secretary, who may or may not be a Committee member, and advise the Trustee of such actions in writing. The secretary shall keep a record of all meetings in a permanent Committee minute book and forward all necessary communications to the Employer or the Trustee. The Committee may adopt such bylaws and regulations as it deems desirable for the conduct of its affairs. All decisions of the Committee shall be made by the vote of the majority including actions in writing taken without a meeting. A dissenting Committee member who, within a reasonable time after he has knowledge of any action or failure to act by the majority, registers his dissent in writing delivered to the other Committee members, to the extent permitted by law, shall not be responsible for any such action or failure to act.
- 15.8 <u>Authorization of Benefit Payments</u>. The Committee shall issue directions to the Trustees concerning all pension benefits which are to be paid from the Plan pursuant to the provisions of the Plan, and warrants that all such directions are in accordance with this Plan.
- 15.9 <u>Application and Forms for Benefits</u>. The Committee may make reasonable requirements upon Participants, Eligible Spouses and Beneficiaries to complete and file with the Committee applications for pension benefits and all other forms approved by the Committee, and to furnish all pertinent information requested by the Committee. The Committee may rely upon all such information so furnished it, including the Participant's, Eligible Spouse's and Beneficiary's, current mailing addresses.
- 15.10 <u>Serving in More Than One Capacity</u>. An individual person may serve in more than one capacity as a fiduciary, and specifically without limitation, an individual person may serve as a member of an employee benefits committee of any other pension plan of the Employer.
- 15.11 <u>Funding Policy</u>. Based on reasonably anticipated needs, including retirements and other terminations of employment, the Committee shall at least annually review Plan investments and the current list of Participants under the Plan and determine, the short-term liquidity needs of the Plan which are reasonably necessary to pay any pension benefits or pay any costs and expenses which may be required in the foreseeable near future. The Committee shall communicate such needs to the Trustees, or other person responsible for investments, so that investment policy can

be coordinated with the Plan's short and long term liquidity needs. All decisions and policy declarations shall be recorded in writing.

ARTICLE XVI

Amendment and Termination

- 16.1 <u>Right to Amend Plan</u>. The Plan may be amended by the City Council of the City from time to time in any respect whatsoever by an ordinance adopted by the City Council in accordance with the City's ordinances, subject to the following limitations:
- (a) Under no condition shall such amendment result in or permit the return or repayment to the City of any property held or acquired by the Trustee or the proceeds hereof, or result in or permit the distribution of any such property for the benefit of anyone other than the Participants and their Eligible Spouses, Beneficiaries, or joint pensioners, except to the extent specifically provided herein with respect to expenses of administration and termination of the Plan, respectively.
- (b) Under no condition shall such amendment change the duties or responsibilities of the Trustee hereunder without the written consent of the Trustee.

Subject to the foregoing limitations, any amendments may be made retroactively, which in the judgment of the Committee is necessary or advisable, provided that such retroactive amendment does not deprive a Participant, without his consent, of a right to receive benefits hereunder which have already accrued and matured to such Participant, except such modification or amendment as shall be necessary to comply with any laws or regulations of the United States or of any state to qualify this as a tax exempt plan and trust.

No Reduction of Accrued Benefit. No amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's Accrued Benefit. Notwithstanding the preceding sentence, Participant's Accrued Benefit may be reduced to the extent permitted under Section 412(c)(8) of the Code. For purposes of this Section, an amendment to the Plan which has the effect of (1) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing Accrued Benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the preamendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a social security supplement, a death benefit (including life insurance), or a plant shutdown benefit (that does not continue after the Participant's Normal Retirement Age). Furthermore, no amendment to the plan shall have the effect of decreasing a Participant's vested Accrued Benefit determined without regard to such amendment as of the later of the date such amendment is adopted, or becomes effective.

16.3 Right to Terminate Plan.

(a) <u>City Reserves Right to Terminate Plan</u>. The City expressly reserves the right to terminate this Plan in whole or in part at any time. If the City elects to terminate the Plan,

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the City Council of the City shall adopt a resolution in accordance with its applicable ordinances and other law approving such termination.

- (b) <u>Payment to Participants</u>. If this Plan is terminated or if there is a complete discontinuance of Contributions under this Plan, the Plan will be liquidated after payment of expenses of such liquidation, by the order of priority and the sequence hereinafter set forth.
- (1) The Contribution Accumulation of each Employee or former Employee entitled thereto under Article IV, as of the date of such Plan termination, or earlier date of death or Retirement, less other benefit payments, if any, previously received in each case by or on behalf of each such Employee, former Employee, or other eligible Beneficiary. Any such withdrawals on the part of such persons will reduce their interests in distributions under categories (2), (3), and (4) below, on a proportionate basis, as determined by the actuary. Any such person may elect not to take such withdrawals, and have the value thereof included in the actuary's determination of his distributions under categories (2), (3), and (4) below.
- (2) Pension benefits with respect to Participants whose active retirement date preceded the date of termination of the Plan.
- (3) Pension benefits with respect to Participants whose Normal Retirement Date preceded the date of termination of the Plan but had not actually retired.
- (4) Accrued pension benefits with respect to Participants (a) who have terminated employment with a nonforfeitable interest and (b) who are actively employed with a nonforfeitable interest.

If there is any balance remaining in the Trust Fund after the provision for payment of benefits in the preceding provisions of this Section 16.3, such balance will be reallocated among the Participants in the Plan in the ratio that each Participant's Accrual Benefit bears to the total of the Accrued Benefits of all Participants in the Plan. If the balance in the fund is insufficient to provide in full the benefit in accordance with the provisions of this Section 16.3, the amount of such benefit to be provided in accordance with such provisions will be prorated in a nondiscriminatory manner so that the application of such benefits will exhaust the Trust Fund. The Committee shall determine the method of distribution of the assets value, that is, whether distribution shall be made by payment in cash or maintenance of another substantive trust fund, or the purchase of insured annuities or in kind based on the then market value for each class of Participants and other persons entitled to a benefit under the Plan.

- (c) <u>Full Vesting</u>. In the event the Employer terminates the Plan or in the event there is a partial termination of the Plan or in the event of a complete discontinuance of required Contributions (but not a temporary suspension), then, in such event, the Participants shall be 100% vested in their respective Accrued Benefits to the extent then funded.
- (d) <u>Termination Subject to Rules in Plan</u>. In the event of any termination of the Plan, and distribution of Benefits are made from the Plan, all such distributions will satisfy the rules for distribution as contained in Article X hereof.

- 16.4 <u>Rollover to Another Plan or IRA</u>. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Committee shall establish procedures for implementing such Direct Rollover distribution.
- (a) <u>Definitions</u>. For purposes of this Section 16.4, the following definitions shall apply:
- (i) "Eligible Rollover Distribution": An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income. With respect to distributions made after December 31, 2001, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code (a "traditional IRA") or a Roth individual account or annuity described in Section 408A of the Code (a "Roth IRA"), or to a qualified defined contribution, defined benefit or annuity plan described in Section 401(a) or 403(a) of the Code, or to an annuity contract described in Section 403(b) of the Code, if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.
- "Eligible Retirement Plan": An "Eligible Retirement Plan" is an (ii) individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, effective January 1, 2008, a Roth IRA described in Code Section 408A(b), that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or the Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a nonspouse beneficiary, the direct rollover may be

made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) ("IRA") that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(ii). Further, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

Participant. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in § 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions occurring in plan years beginning after December 31, 2009 (or in any earlier plan year beginning after December 31, 2006 as may be specified in the adoption agreement), a distributee also includes the participant's nonspouse designated beneficiary under Section 2.1(f) of the Plan. In the case of a nonspouse beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. Also, in this case, the determination of any required minimum distribution under Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iv) "<u>Direct Rollover</u>": A "Direct Rollover" is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

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ARTICLE XVII

Miscellaneous Provisions

- 17.1 <u>Articles and Section Titles and Headings</u>. The titles and headings at the beginning of each Article and Section shall not be considered in construing the meaning of any provisions in this Plan.
- 17.2 <u>Laws of Oklahoma to Govern</u>. The provisions of this Plan shall be construed, administered and enforced according to the Laws of the State of Oklahoma. All Contributions to the Plan shall be deemed to take place in the State of Oklahoma.
- 17.3 No Contract Between Employer and Participant. Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Trust Fund as may be specified herein.

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ARTICLE XVIII

Medical Benefits for Certain Eligible Retirees

The provisions of this Article XVIII shall be effective as of July 1, 2006. This Article XVIII, in accordance with Section 401(h) of the Code, sets forth the terms and conditions under which Eligible Retirees may be entitled to receive Medical Benefits hereunder. Unless the context indicates to the contrary, or the provisions of this Article XVIII provide otherwise, all provisions and definitions contained in the Plan shall apply under this Article XVIII.

- 18.1 <u>Definitions and Construction</u>. For purposes of this Article XVIII, the following terms shall have the meaning set forth below when used in the capitalized form and shall supersede any similar or inconsistent terms or provisions which appear in the body of the Plan.
- (a) "Eligible Retiree" means any terminated Participant who meets each of the following requirements:
- (i) the Participant has completed at least twenty (20) Years of Service with the Employer;
- (ii) the Participant is eligible for Normal Retirement Income or Early Retirement Income under the Plan; and
 - (iii) the Participant terminated employment on or after July 1, 2006.

A Participant whose employment has been terminated by reason of Disability shall be deemed to be an Eligible Retiree if the participant has completed at least fifteen (15) Years of Service with the Employer at the time of the commencement of the Disability.

- (b) "Medical Benefits Effective Date" shall be July 1, 2006.
- (c) Effective January 1, 2010, "Medical Benefits" means the premiums for medical (including dental and vision) insurance coverage of the Participant, his spouse and eligible dependents under the terms of the Medical Plan applicable to an Eligible Retiree. The amount of payments to or on behalf of an Eligible Retiree shall not exceed \$10 per month for each whole Year of Service with the Employer completed on or before December 31, 2009. For this purpose, Years of Service with the Employer prior to the Medical Benefit Effective Date shall be limited to 50 years.
- (d) "Medical Plan" means the medical benefits provided under the City of Bartlesville Health Insurance Plan.
- 18.2 <u>Eligibility for Payment of Medical Benefits</u>. Eligible Retirees, their spouses and eligible dependents are eligible to receive payment of Medical Benefits hereunder on or after the Medical Benefit Effective Date solely to the extent (i) they would be eligible to receive such Medical Benefits under the Medical Plan, but for the payment of the same under this Article XVIII, and (ii) the amount of assets allocated to the separate account under the Trust are sufficient for the payment of such Medical Benefits. Furthermore, in the event that if the Participant dies while still

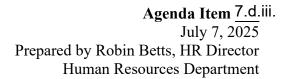
employed by the Employer, the Participant's surviving spouse and dependents who are covered by the Medical Plan will be eligible to receive payment of Medical Benefits under this Section if the Participant would have been an Eligible Retiree if he or she had retired on the date of his or her death. In this regard, the aggregate amount of all payments to or on behalf of an Eligible Retiree and his or her covered spouse and dependents shall be subject to all terms and conditions of the Medical Plan and shall not exceed the lesser of the amount specified in Section 18.1(c) of the Plan or the actual aggregate premium cost for the Eligible Retiree and covered spouse and dependents. If the Medical Plan is amended to increase or decrease the Medical Benefits of any Eligible Retiree, then such increase or decrease shall automatically be incorporated herein. Notwithstanding any other provision of the Plan, the Employer, in its sole and absolute discretion, may amend or terminate the Medical Plan and/or this Article XVIII at any time.

- 18.3 <u>Termination of Medical Benefits</u>. Payment of Medical Expenses hereunder shall terminate hereunder as follows:
- (a) With respect to the Eligible Retiree, the earlier of the date of the Eligible Retiree's death or the date on which the Eligible Retiree becomes eligible for Medicare.
- (b) With respect to the spouse or eligible dependent of an Eligible Retiree, the earlier of (i) the date on which the Eligible Retiree becomes eligible for Medicare (ii) the date on which the spouse or eligible dependent becomes eligible for Medicare, or, in the event that the Eligible Retiree dies before becoming eligible for Medicare, the earliest of (x) the date on which the Eligible Retiree would have been eligible for Medicare if he or she had survived, (y) the date of the spouse or eligible dependent's death, or (z) the date on which the spouse or eligible dependent becomes eligible for Medicare.
- 18.4 Funding of Medical Benefits. Subject to the right reserved to the Employer to amend or terminate this Article XVIII (which may result in Medical Benefits provided hereunder again becoming primary obligations under the Medical Plan), the Employer in its discretion, may make actuarially determined contributions to fund the Medical Benefits provided hereunder or if necessary, contributions required to fund projected current year benefits. Nothing herein shall be construed as requiring the Employer to make contributions to fund Medical Benefits under this Article XVIII. The Committee is expressly authorized to cause to be allocated to the separate account described in Section 18.5 below a portion of the Employer contributions for each Plan Year not to exceed the amount determined by the Plan Actuary to be necessary to fund fully the Medical Benefits. The Medical Benefits so allocated shall be subordinate to the retirement benefits provided by the Plan. In this regard, contributions by the Employer shall be deemed subordinate if the aggregate actual contributions credited to such separate account, when added to any amounts contributed with respect to any life insurance protection provided under the Plan, do not at any time exceed 25% of the total actual contributions to the Plan (other than contributions to fund past service credits) for Plan Years during which this Article XVIII is in effect.
- 18.5 <u>Separate Account Recordkeeping</u>. All contributions for Medical Benefits shall be credited to a separate account which shall be maintained under the Trust solely for recordkeeping purposes. At the time the Employer makes any contribution to the Plan, the Committee shall designate the portion of such contribution allocable to the funding of Medical Benefits. However, all funds accounted for in the separate account may, but need not be, invested

together with all other assets of the Trust. When so invested, the gains/losses of such investments shall be proportionately allocated between this separate account and the other assets of the Trust. In addition, the separate account shall be charged with any payment of Medical Benefits under the terms of this Article XVIII.

- 18.6 <u>Expenses</u>. All reasonable expenses of administering the separate account, including but not limited to reasonable expenses and compensation of trustees, actuaries, attorneys, auditors, investment advisors, investment managers and other consultants, shall be paid out of the separate account of the Trust, unless the Employer, in its discretion, elects to pay such amounts on behalf of the Plan.
- 18.7 <u>Non-Diversion of Separate Account Assets</u>. Plan assets allocated to the separate account for payment of Medical Benefits may not be used for, or diverted to, any other purpose (including payment of pension benefits) prior to the satisfaction of all liabilities under this Article XVIII to provide for the payment of Medical Benefits. In this regard, if (i) the Plan is terminated, (ii) the requirement that Medical Benefits be provided under this Article XVIII is eliminated by amendment, or (iii) the Medical Plan is terminated, Medical Benefits incurred prior to such termination or amendment shall be payable under this Article XVIII to the extent then funded. Any amounts remaining in the separate account after the satisfaction of all liabilities for such Medical Benefits shall be returned to the Employer.
- 18.8 <u>Forfeiture</u>. In the event an individual's interest in the separate account established pursuant to this Article XVIII is forfeited prior to termination of the Plan, an amount equal to the amount of such forfeiture shall be applied as soon as practicable thereafter to reduce the Employer contributions to fund Medical Benefits provided under this Article XVIII.

EXECUTED as of the _	day of	, 2025.
		CITY OF BARTLESVILLE, OKLAHOMA, a governmental entity
		ByMayor
		"CITY"





I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to renew our contract with HCC Life Insurance Company.

Attachments:

Stop loss renewal proposal for 07/01/2025 HCC Life Insurance Company – Business Associate Agreement Stealth Services Contract

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville uses stop loss insurance to protect the City against large claims on the medical insurance plan. The current stop loss limit per individual is \$100,000. For example, if a covered employees medical claims reach or become more than \$100,000 during that fiscal year then the stop loss coverage would reimburse the City for any expenses beyond \$100,000.

The City's current stop loss carrier is HCC Life Insurance Company. The contract for the carrier is renewed every fiscal year.

This agreement was vetted and approved by Hub International, the City's benefit consultants. The agreement was also sent to Jess Kane for review to approved as to form.

III. BUDGET IMPACT

The budget impact will be a 12.79% increase over last year.

IV. RECOMMENDED ACTION

Staff recommends approval and execution of agreement with HCC Life Insurance Company.

	Administrator Network	Current UMR UHC Choice Plus	Renewal UMR UHC Choice Plus	Revised Renewal UMR UHC Choice Plus
	PBM (Rx) Stop Loss	Optum RX / RX Benefits HCC	Optum RX / RX Benefits HCC	Optum RX / RX Benef
	Administration Fees -PEPM	ncc	ncc	пос
6	Medical	\$33.20	\$34.28	\$34.28
	Commission	Net	Net	Net
	UM	\$3.25	\$3.25	
	(1) 10 10 10 10 10 10 10 10 10 10 10 10 10	0.000.000.000		\$3.25
	Complex Conditiona CARE	\$2.06	\$2.06	\$2.06
	Network Access Fee	Included	Included	Included
	COBRA administration	\$1.19	\$1.19	\$1.19
	External PBM Interface	\$3.15	\$3.15	\$3.15
- 8	Medical & Pharmacy integration	\$0.51	\$0.51	\$0.51
1	Estimated Monthly Administration	\$12,834.56	\$13,154.24	\$13,154.24
	Estimated Annual Administration	\$154,014.72	\$157,850.88	\$157,850.88
	\$ Change		\$3,836.16	\$3,836.16
	% Change		2.49%	2.49%
1	Specific Stop Loss Deductible	\$100,000	\$100,000	\$100,000
	Aggregating Specific	125%	125%	125%
	Contract Type	24/12	Paid 36/12	Paid 36/12
	Covered	Medical & RX	Medical & RX	Medical & RX
	Lasers		modical a 154	modical a rot
		lands de d	Later 1	
	No New Laser Provision	Included	Included	Included
	Rate Cap @ Renewal	50%	50%	50%
	Specific Stop Loss Premium			
3	Specific Single	\$94.01	\$139.25	\$105.86
)	Specific Family	\$254.51	\$383.48	\$291.52
	Composite	\$175.34	\$263.02	\$199.94
- 4	Monthly ISL Premium	\$51,901.96	\$77,852.50	\$59,183.56
	Annualized ISL Premium	\$622,823.52	\$934,230.00	\$710,202.72
- 1	Amwins Gene Therapy (GTS)	4022,020.02	\$354,230.00	\$710,202.72
5	Composite	\$1.99	\$4.75	\$4.75
	Monthly GTS Premium	\$589.04	\$1,406.00	\$1,406.00
	Annual GTS Premium	\$7,068.48	\$16,872.00	\$16,872.00
	Total Annualized ISL w/GTS Premium	\$629,892.00	\$951,102.00	\$727,074.72
- 1	Aggregate Contract Basis	24/12	Paid 36/12	24/12
	Annual Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000
	Covered	Medical & RX	Medical & RX	Medical & RX
5	Aggregate Premium	\$5.90	\$6.41	\$6.41
	Monthly Agg. Premium	\$1,746.40	\$1,897.36	\$1,897.36
	Annualized Agg. Premium	\$20,956.80	\$22,768.32	\$22,768.32
	Total Stoploss 2/ GTS Premium	\$650,848.80	\$973,870.32	\$749,843.04
	\$ Change	\$100,010.00	\$323.021.52	\$98,994.24
	% Change		49.63%	15.21%
		£904 953 53		
	Annualized Fixed Cost	\$804,863.52	\$1,131,721.20	\$907,693.92
	\$ Change		\$326,857.68	\$102,830.40
	% Change		40.61%	12.78%
	Expected Claims (100%)	\$3,026,413.63	\$3,807,491.52	\$3,807,491.52
3	EE	\$501.42	\$625.16	\$625.16
)	Fam	\$1,193.30	\$1,506.78	\$1,506.78
3	Composite	\$852.03	\$1,071.93	\$1,071.93
	Maximum Claims (125%)	\$3,783,017.04	\$4,759,364.40	\$4,759,364.40
3	EE Only	\$626.77	\$781.45	\$781.45
)	Fam	\$1,491.62	\$1,883.48	\$1,883.48
3	Composite	\$1,065.04	\$1,339.91	\$1,339.91
	Total Expected Annual Costs	\$3,831,277	\$4,939,213	\$4,715,185
	\$ Change	3.72.2.75.2.	\$1,107,936	\$883,908
	% Change	l	28.92%	23.07%
	Total Maximum Annual Costs	\$4,587,881	\$5,891,086	\$5,667,058
	\$ Change	1.11001	\$1,303,205	\$1,079,178

STOP LOSS INSURANCE

HCC LIFE INSURANCE COMPANY

Three Town Park Commons, 225 TownPark Drive, Suite 350 Kennesaw, Georgia 30144 (800-447-0460)

APPLICATION

 Full Legal Name of Applicant and Address: City of Bartlesville 401 S Johnstone Ave Bartlesville, OK 74003 Telephone No.: (918)338-4221 	 Applicant is a/an (check one): 	☐ Student Plan
3. Policy Period: Effective Date: 07/01/2025	Expiration Date: 06/30/20	26
 4. Full Legal Name of Affiliates, Subsidiaries and Address of Affiliates or Subsidiaries: ☑ None ☐ See attached listing 	other major locations to be included in	coverage:
 Nature of Business of the Applicant to be Insured: General Government, NEC 	6. Contact Person at Applicant:	
 Enter full name of the Medical Benefit Plan(s): A signed copy of such Medical Benefit Plan(s) will 		
8. Name and Address of Claims Administrator: U	JMR, Inc. 115 W. Wausau Ave Wausau, W	/I 54401
9. Agent of Record: Stealth Partner Group, LLC		
10. Estimated Initial Enrollment: Single: 146 Fa	mily: 150 Total Covered Units: 296	
11. Retirees Covered: ⊠ Yes □ No		
12. The Utilization Review vendor will be: CARE - I	UR	
 Deposit Premium (Minimum of first month's estin Please review the deposit premium on the Monthly 		
 14. SPECIFIC STOP LOSS INSURANCE:	ess checked):	covered for Other:
B. Specific Deductible in each Policy Period per Conservate Individual Specific Deductible:	overed Person: \$100,000	
Name	Amount per Policy Period	
Hudson Hollander	\$600,000 \$250,000	
Alan Gentges	φ230,000	
C. Contract Basis: 36/12 Covered Expenses Incurred from 07/01/2023 06/30/2026. If a claim is eligible under two different Co the earliest Contract Basis under which it	ntract Bases, it may only be filed for rein	Š
D. Specific Policy Period Reimbursement Maximu	m per Covered Person: Unlimited	
E. Monthly Specific Premium Rates: Single: \$105.86 Family: \$291.52		
F. Specific Percentage Reimbursable: 100%		
HCCL MSL-2020 APP OK Applicant's Ini	itials:	Page 1 of 4

G.	Specific Termir Specific Termi				ed Person per	month:		
15 AC	GREGATE ST	OD LOSS INS	LIBANCE.	₩ Vaa F] No			
					- , , -	wing Plan B	Benefits are covered	for
	Aggregate Sto	p Loss Insurar	nce (not inclu	ded unless	checked):			
		☐ Dental	☐ Weekly I		☐ Vision ☐ Other:	□ Prescrip	tion Drug Card	
	L Prescription	Drugs Orider i	vieuicai		□ Other.			
B.	Minimum Annu							
	(Subject to the	Definition of M	linimum Ann	ual Aggrega	ite Deductible	in the Policy	y)	
C.	Contract Basis	: 36/12						
		nses Incurred t	from 07/01/20	023 through	06/30/2026, a	nd Paid from	m 07/01/2025 throu	gh
	06/30/2026.							
	If a claim is el earliest Contr				ases, it may o	only be file	d for reimburseme	nt in the
D.	Aggregate Pol	icy Period Reir	mbursement	Maximum: \$	31,000,000			
E.	Monthly Aggre	gate Factors:						
		1 1						
	Monthly	Combined	Medical	Dental	Weekly	Vision	Prescription	
	Factors				Income		Drugs	
	Single	\$781.45						
	Family	\$1,883.48						
	,	SA CORPORATION CONTRACTOR						

F.	Aggregate Percentage Reimbursable: 100%
G.	Loss Limit: \$100,000 For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.
H.	Monthly Deductible Advance Reimbursement Option: ☐ Yes ☒ No
I.	Aggregate Terminal Liability Option: ☐ Yes ☐ No
J.	Aggregate Premium: 1. □ Annual Premium payable in advance for Policy Period: 2. ☑ Monthly Premium rate per Covered Unit: Composite: \$6.41 3. □ Monthly Deductible Advance Reimbursement premium per Covered Unit per month: 4. □ Aggregate Terminal Liability Option premium per Covered Unit per month:

SPECIAL LIMITATIONS:

It is understood and agreed by the Applicant that:

- The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
- The Claims Administrator retained by the Applicant will be considered the Applicant's agent, and not the Company's agent, and
- All documentation requested by the Company must be received within 90 days of the Policy effective date, is subject to review by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
- 4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
- 5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
- 6. This Application will be attached to and made a part of the Policy issued by the Company, and
- 7. The Medical Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Medical Benefit Plan(s) conforms with all applicable State and Federal statutes, and
- 8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Medical Benefit Plan(s) attached hereto, and
- After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

FRAUD STATEMENT:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Full Legal Name of Applicant:	City of Bartlesville			
Dated at		this	day of	, 20
Officer / Partner Signature	(print name)	Licensed /	Agent Signature	(print name
For HCC Life Insurance Com Accepted on behalf of the Com			, 20	
Ву:		Title:		
Policy No ·				

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HCC LIFE INSURANCE COMPANY

STOP LOSS POLICY CONTRACT ADVANTAGE PLAN (CAP) ENDORSEMENT

Policy Number: HCL41394 Endorsement Number: 1

Policyholder: City of Bartlesville

Effective Date of Endorsement: 07/01/2025

You and We agree that the above Policy is amended as follows:

In exchange for premium considerations provided for on the Application, We guarantee that if You renew Your Specific Stop Loss Insurance with Us for the next Policy Period, Your renewal Policy will not contain any additional Covered Persons with a Separate Individual Specific Deductible. We reserve the right to carry over to the renewal Policy any or all Covered Persons that already have a Separate Individual Specific Deductible shown on the attached Application.

Additionally, We guarantee that the Specific Monthly Premium Rates on Your renewal Policy will not be increased more than 50% over the Specific Monthly Premium Rates shown on the Application.

If You purchase a Split Funded Endorsement, the Split Funded Liability on Your renewal Policy will increase by this same percentage.

We may decide not to offer this Endorsement, at our discretion, upon Your next renewal or upon any subsequent renewal of Your Policy. We also reserve the right to change, modify or cancel this Endorsement should You amend or change Your Medical Benefit Plan in any way that materially affects Our risk or liability with regards to the Policy or this Endorsement, or if Your renewal Policy:

- Contains coverage options for Covered Expenses related to Plan Benefits that are different than those selected on the Application, or
- Contains a Policy Period that is longer in duration than the Policy Period shown on the attached Application, or
- Contains coverage for Retirees, if coverage for Retirees was not purchased with the Policy, or
- Contains a Specific Deductible that is not equal to the Specific Deductible shown on the attached Application, or
- 5. Contains a Contract Basis that is not identical to the Contract Basis shown on the Application, or
- Contains a Specific Percentage Reimbursable that is higher than the Specific Percentage Reimbursable shown on the Application, or
- Contains a Specific Policy Period Reimbursement Maximum that is higher than the Specific Policy Period Reimbursement Maximum shown on the Application.

If you purchase a Split Funded Endorsement, We reserve the right to change, modify or cancel this Endorsement if You:

- 1. Cancel the Split Funded Endorsement on any renewal Policy, or
- 2. Request the Split Funded Liability be decreased on any renewal Policy, or
- Request the Split Funded Liability be increased by a percentage less than the increase of the Specific Monthly Premium Rates as stated in this Endorsement.

HCC LIFE INSURANCE COMPANY

STOP LOSS POLICY CONTRACT ADVANTAGE PLAN (CAP) ENDORSEMENT

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Full Legal Name of Applicant/Policyholder	Signed At / Date Signed	
Officer/Partner Signature	(print name)	Witnessed (Licensed Agent) Signature
FOR HCC LIFE INSURANCE COMPANY	USE ONLY:	
ACCEPTANCE		
Accepted on behalf of the Company, this _	day of	, 20
Ву:		
Title:		

HCCL MSL-2020 CAP Page 2 of 2



Agenda Item <u>1</u> 7/07/2025

Prepared by Mike Richardson. Airport Director Bartlesville Municipal Airport

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Eagle Sky Patrol to lease approx. 900sq.ft. in Hangar 8 for one Cessna 172 pipeline patrol aircraft.

Attachment:

1-Lease Agreement between Eagle Sky Patrol and City of Bartlesville

II. STAFF COMMENTS AND ANALYSIS

Lease rate of \$200 monthly at fair market value.

III. BUDGET IMPACT

Revenue: \$2,400 annually.

IV. RECOMMENDED ACTION

Staff recommends entering into Lease agreement with Eagle Sky Patrol.

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 Eagle Sky Petrol, 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 Bartiesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartiesville, County of Osage, State of Oklahoma, together with all buildings, structures, flutures, improvements, runways, toxiways, 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 Lesse (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 Lessed Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lesse to Lessee the following described hangar facilities, to wit:

SEE EXHIBIT "A" attached hereto and incorporated herein by this reference (the "Lessed Premises").

Lessor grants to Lessee the right of ingress and egress to and from the Lessed 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.

- Permitted Use. All property lessed and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.
- 3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 16th day of June, 2025, and ending on the 30th day of June, 2025, and shall continue in effect from month to month thereafter unless and until terminated by notice given to either Party by the other at least thirty (30) days in advance of said termination. Neither Lessor nor Lessee shall have any liability to each other for any such termination.
- 4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of Two Hundred and NO/100 Dollers (\$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:

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05/01/2025-04/30/2026	(12 months)	\$200.00/per month
05/01/2026-04/30/2027	(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 74093

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

- 5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.
- 6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.
- Disclaimer, LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

- 8. <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. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.
- 14. <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 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 Lessoe.
- 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. Any supplemental heat will only be utilized while lessee is present on the leased premises.
- 20. <u>Improvements, Alterations and Signage.</u> Lessee shall not repaint, redecorate, or construct any improvement, alteration or sign(s) upon any portion of the Leased Premises without the advance written consent and approval of the Lessor, and any such work shall be done at Lessee's own expense. All alterations, additions, improvements and signs ("Lessee's Improvements") installed at the expense of Lessee shall remain the property of Lessee and may be removed from the Leased Premises by Lessee at any time prior to or within thirty (30) days following termination of this Lease; provided, however, that any part of Lessee's Improvements that are permanently affixed or cannot be removed without irreparable damage and any walls erected by Lessee or flooring materials placed on the Leased Premises by Lessee shall become the property of Lessor upon termination of this Lease. Lessee shall repair or cause to be repaired any damage to the Building and Leased Premises caused by such removal. Upon termination or expiration of the Term of this Lease, Lessee may at its election abandon in place any of Lessee's Improvements. Any of Lessee's Improvements that are not removed by Lessee within thirty (30) days after this Lease terminates or expires shall be deemed to have been abandoned by Lessee 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. Risk of Loss. Should any extraordinary loss, injury, damage or delay of any nature whatsoever resulting therefrom, caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Lessor's control, Lessor is under no obligation to repair or replace said property nor shall Lessor be liable for any loss or damage to property belonging to Lessee or any other person, firm or organization.
- 23. Notices. Any notice which may be given by any Party to any other Party or entity hereunder shall be deemed to have been properly given if sent in writing by first class mail or by electronic means as follows:

Lessor.

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

Lessee

Po Box 407 Peadwood, SD 57732

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:	
CITY OF BARTLESVILLE	
By:	Date:
City Clerk APPROVED AS TO FORM AND CONTENT:	
City Attorney	=
LESSEE: Couplant &	himmeman)
By: Eagle Sty Patovi, Inc. Print Name: Crystal Schimmer Title: Pilot I client Liason & ESA	LLC. PI

Page 6 of 7

Exhibit "A" (Description of Leased Premises)

Approx 1000 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Phoenix Rising Aviation, Inc. to lease Hangar No. 06 for maintenance, repair, and overhaul activities at the Bartlesville Municipal Airport.

Attachment:

1-Lease Agreement between Phoenix Rising Aviation, Inc. and City of Bartlesville.

II. STAFF COMMENTS AND ANALYSIS

Lease rate of \$4,680 monthly at fair market value. Consumer Price Index-U (CPI-U) annual rate increase component has been added to the lease.

III. BUDGET IMPACT

Revenue: \$56,160 annually.

IV. RECOMMENDED ACTION

Staff recommends entering into the lease agreement with Phoenix Rising Aviation, Inc.

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 Phoenix Rising Aviation, Inc., an Oklahoma corporation, 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 60 months (5) years Commencing the 1st day of July 2025, and ending on the 1st day of July, 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. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of \$4,680 and NO/100 Dollars (\$4,680.00) 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:

07/01/202506/30/2026	(12 months)	\$4,680.00/per month
07/01/202606/30/2027	(12 months)	\$4,680.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

5. 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 15th day of the month, in advance, to be payable by the 5th day of the following 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.

- 6. <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, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.
- 7. <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.

- Indemnification. LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD LESSOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, PARTNERS AND CO-VENTURERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, FINES, PENALTIES, DAMAGES, LOSSES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF LITIGATION AND/OR INVESTIGATION), AND LIABILITIES, OF EVERY KIND, INCLUDING WITHOUT LIMITATION THOSE RELATING TO INJURY TO OR DEATH OF ANY PERSONS OR LOSS OR DAMAGE TO ANY PROPERTY, ARISING OUT OF, RESULTING FROM OR CONNECTED DIRECTLY OR INDIRECTLY WITH THE LEASE GRANTED HEREUNDER OR THE EXERCISE OF ANY OF LESSEE'S RIGHTS HEREUNDER, INCLUDING WITHOUT LIMITATION LESSEE, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS. AGENTS OR REPRESENTATIVES USE OR PRESENCE ON THE LEASED PREMISES OR PROPERTY OR THEIR FAILURE TO COMPLY WITH ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.
- 10. <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.
- 11. <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**.
- 12. <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.
- 13. <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.
- 14. <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.
- 15. <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.
- 16. <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.

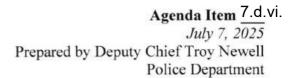
- 17. <u>Construction</u>. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.
- 18. <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.
- 19. <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.
- 20. <u>Utilities</u>. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.
- 21. Improvements, Alterations and Signage. Lessee shall not repaint, redecorate, or construct any improvement, alteration or sign(s) upon any portion of the Leased Premises without the advance written consent and approval of the Lessor, and any such work shall be done at Lessee's own expense. All alterations, additions, improvements and signs ("Lessee's Improvements") installed at the expense of Lessee shall remain the property of Lessee and may be removed from the Leased Premises by Lessee at any time prior to or within thirty (30) days following termination of this Lease; provided, however, that any part of Lessee's Improvements that are permanently affixed or cannot be removed without irreparable damage and any walls erected by Lessee or flooring materials placed on the Leased Premises by Lessee shall become the property of Lessor upon termination of this Lease. Lessee shall repair or cause to be repaired any damage to the Building and Leased Premises caused by such removal. Upon termination or expiration of the Term of this Lease, Lessee may at its election abandon in place any of Lessee's Improvements. Any of Lessee's Improvements that are not removed by Lessee within thirty (30) days after this Lease terminates or expires shall be deemed to have been abandoned by Lessee and shall become the property of Lessor. All alterations, improvements, additions and repairs made by Lessee shall be made in good and workmanlike manner.
- 22. <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.
- 23. Risk of Loss. Should any extraordinary loss, injury, damage or delay of any nature whatsoever resulting therefrom, caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Lessor's control, Lessor is under no obligation to repair or replace said property nor shall Lessor be liable for any loss or damage to property belonging to Lessee or any other person, firm or organization.
- 24. <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:		= = = =
IN WITNE		xecuted this Agreement as of the Effective Date.
LESSOR: CITY OF BARTLE	:SVII I E	
By: Name: Title: Mayor, City o		Date:
ATTEST:		
City Clerk APPROVED AS T	O FORM AND CONTENT:	φ 9
City Attorney		

<u>LESSEE:</u>	
By:	Date:
Print Name: Title:	

Exhibit "A" (Description of Leased Premises)

Hangar No. 6 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.





I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approve a service and lease agreement between Tri County Technology Center and the Bartlesville Police Department, a department of the City of Bartlesville, an Oklahoma municipal corporation, and a charter city organized and existing pursuant to the Oklahoma State Constitution ("City of Bartlesville").

Attachments:

Service Agreement Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Police Department believes that this service and lease agreement is necessary to provide a satellite office/substation and training classroom on the east side of the City of Bartlesville. The Bartlesville Police Department agrees to pay \$120.00, annually (\$10.00 per month) and provide one school resource officer annually at no cost to Tri County Technology Center.

III. RECOMMENDED ACTION

Staff recommends that Council review and approve the service and lease agreement between Tri County Technology Center and the Bartlesville Police Department, a department of the City of Bartlesville, an Oklahoma municipal corporation, and a charter city organized and existing pursuant to the Oklahoma State Constitution ("City of Bartlesville").

SERVICE AGREEMENT 2025-2026 Tri County Tech and CITY OF BARTLESVILLE

This AGREEMENT, by and between the Tri County Tech (hereinafter "TCT") and the CITY OF BARTLESVILLE, OKLAHOMA, a municipal corporation, (hereinafter "City")

WHEREAS, TCT is a technology center agreeing to share the cost of policing services specifically addressing law enforcement and community oriented policing services on TCT property, and

WHEREAS, TCT is desirous of contracting with the City to provide policing services in the interest of public and school safety through promotion of positive influences and mentorship of the youth in an educational environment.

WHEREAS, TCT and the City are desirous of having one (1) uniformed police officer (hereinafter referred to as School Resource Officer, or SRO) assigned to the described policing duties on TCT property during those days/times when TCT is in session and/or any other days/times agreed upon through TCT and City.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follow:

Section I SERVICE AND RESPONSIBILITIES

A. The City shall:

- Provide one uniformed officer to work as their primary assignment /duties in SRO capacity on TCT property during date/times that TCT is in session (year-round) unless the SRO is absent due to illness, or other leave time deemed unavailable without prior notice.
- Provide other routine policing services to TCT as needed in the absence of, or during dates/times an SRO is unavailable, or as required for policing assistance to the SRO's.
 - a. SRO will make every effort to schedule vacation/holiday time off in conjunction with those dates/times that school is not in session. However, if such time off is granted by the City to an SRO every effort will be made to give advanced notification to TCT.
 - b. During dates/times of illness and/or other unavailable leave time the City, through the Bartlesville Police Department Patrol Division will assume any routine policing services in the absence of the SRO. During such dates/times a uniformed police officers will <u>not be</u> specifically assigned to the SRO position unless otherwisedeemed necessary by the police department administration.
- The City shall equip the one SRO appropriately as deemed necessary by the City for policing duties to include police vehicle, weapons, uniforms, police badge, other required police credentials, etc.
- 4. The City reserves the right to recall the SRO in cases of emergency, natural disaster, or other manpower shortage and make available for assignment elsewhere as deemed appropriate and at the discretion of the Bartlesville Police Department administration.
 - a. The City will resume SRO duties as described herein once the emergency, natural disaster, or other manpower shortage has been resolved and/or ended.

SERVICE AGREEMENT 2025-2026 Tri County Tech and CITY OF BARTLESVILLE

The City reserves the right to end this contractual agreement with TCT at anytime with at least 90 days advanced notice.

B. TCT shall:

- TCT will provide office space/equipment as deemed necessary for one SRO and at the discretion of TCT.
- TCT Shall give at least 90 days advanced notice of intent to end this contractual agreement with the City.

Section II TERM OF AGREEMENT

This Agreement shall be in effect as of July 1, 2025 and shall remain in full force and effect until June 30, 2026.

This Agreement shall automatically renew upon the same terms and conditions set out herein unless either party notifies the other in writing on or before ninety days prior to the expiratio date that it intends to terminate this agreement, or that amendment of the same if desired.

Section III FEES

In payment for providing one School Resource Officer (SRO) by the City pursuant to section I of this agreement, TCT agrees:

- A. Lease the Strategy Center Building to the City the sum of \$120.00, annually (\$10.00 per month) and providing one (1) School Resource Officer annually at no cost to TCT.
 - BPD will pay TCT annually the sum due for the lease agreement and one (1) SRO services
 provided unless either party desires to end the contractual agreement as set forth
 herein.
 - 2. Annual payment will be made using the City fiscal year every July through the following
 - It is understood by both TCT and City that the SRO position will be filled at the beginning of this agreement.

10th	1		
Entered into this 12th	of JUN, 2025		
Tri County Tehonology Co	enter:		
WE	6.12.25	Mk Moon	6.12.25
Clerk	Date	School Board President Vice	Date
Attest, City of Bartlesville	е		
City Clerk Signature		Mayor Signature	Date

City Seal

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made this 12th day of June, 2025, by and between TRI COUNTY TECHNOLOGY CENTER ("Landlord") and the CITY OF BARTLESVILLE, OKLAHOMA ("Tenant").

RECITALS:

A. Landlord is the owner of the Tri County Technology Center Bartlesville Campus located at 6101 Nowata Road, Bartlesville, Oklahoma ("Campus"). Tenant desires to lease office space on the Campus from the Landlord for the purpose of providing a satellite office to the Bartlesville Police Department. The total space to be leased shall consist of 8 offices, one storage room, 2 classrooms, and access to the building's common areas and parking lots (the "Leased Premises"). The Leased Premises are further described and depicted on the floor plan attached hereto as Exhibit "A".

B. Upon the terms and conditions herein stated, Landlord desires to lease existing office space to Tenant and Tenant desires to lease the office space from Landlord.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

- 1. <u>Lease</u>. Upon the terms and conditions hereinafter stated, Landlord hereby leases the Leased Premises described above to Tenant and Tenant hereby leases the Leased Premises from the Landlord. The Landlord reserves the right to relocate the Leased Premises to comparable space on the Campus, provided the Landlord pays any expenses associated with relocation.
- 2. Term and Renewal. The term of this Agreement begins on the date of execution and ends on June 30, 2026, unless terminated at an earlier date as provided herein. Upon the termination of this Agreement, by lapse of time or otherwise, Tenant agrees to surrender possession of the Leased Premises to Landlord in good condition and repair, subject to ordinary wear and tear and subject to damage caused-by fire or other casualties. This Agreement may be renewed for additional one (1) year periods (running from July 1 to June 30) by mutual ratification of renewal by the governing boards of Landlord and Tenant.
- 3. <u>Rental.</u> For the use and possession of the Leased Premises, Tenant agrees to pay Landlord rent in the amount \$10 per month. The rental amount is subject to change upon mutual agreement for any renewal period. The Landlord will invoice the Tenant for the rent on a semi-annual basis at the end of each six-month period and Tenant agrees to pay such invoice promptly upon receipt. Invoicing and payment schedule may be changed by mutual agreement between the parties. As additional consideration for the lease of the Leased Premises, Tenant agrees to provide a regular police presence on the Campus and to park its marked police cars on the Campus' East and Bartlesville Development Center parking lots.

- 4. <u>Use.</u> The space will be used by Tenant for the purpose of providing office and meeting space for Tenant's police officers and for no other purpose. Tenant specifically agrees that it will not use the Leased Premises for the detention of prisoners or for the storage of weapons and ammunition. Tenant agrees that its operations in the office space will be in full and strict compliance with the requirements of applicable state, municipal, and federal laws, rules, and regulations. In the event that Landlord reasonably determines that Tenant is not complying with the provisions of this Agreement concerning the nature and character of the operation, Landlord shall give Tenant written notice. If Tenant fails to correct deficiencies in the operation within fifteen (15) days after receipt of Landlord's notice, Landlord shall have the right to terminate this Agreement; provided, however, if the deficiency is of a nature which cannot be reasonably expected to be cured within fifteen (15) days, Tenant shall commence appropriate curative action within such fifteen (15) day period and carry such curative action forward diligently until completing such curing, and in the event of such curing, in accordance with the provisions of this sentence, Landlord shall not have the right to terminate except as otherwise provided in this Agreement.
- 5. <u>Alterations, Additions or Improvements.</u> Landlord agrees to provide reasonable office furniture for the Leased Premises. Landlord shall have no other obligation to provide equipment or to perform other work of any nature to make the Leased Premises ready for Tenant's use at any time during the Term of this Agreement. Tenant has inspected the Leased Premises with these considerations in mind and accepts the same in its present condition.

No alterations, additions, or improvements to the office space may be made by Tenant without the written consent of the Landlord. Tenant must submit a written proposal to the Landlord and receive written approval from the Landlord before beginning any alteration, addition, or improvement.

- 6. <u>Utilities and Custodial Services.</u> Landlord shall provide, at Landlord's expense, normal utility services, including water, heating and air conditioning, sewer, refuse disposal, and electricity. Routine custodial services will be provided by Landlord, at Landlord's expense, for the Leased Premises on a daily basis after normal operation hours.
- 7. <u>Liability Insurance</u>. Tenant shall furnish Landlord with a certificate of public liability insurance providing at least One Million Dollars (\$1,000,000) of combined single limit coverage. Tenant's insurance will be primary over any liability insurance of Landlord. The certificate shall provide for at least ten (10) days' written notice to Landlord before cancellation of the policy or reduction of the coverage for any reason, including nonpayment of the premium. Tenant agrees to maintain the above insurance coverage in force and effect during the entire term of this Agreement. All property of Tenant at the office space shall be there at Tenant's sole risk and Landlord will not be liable for any loss, theft, damage, destruction of, vandalism to, or disappearance of Tenant's property at the office space from any cause or event.

- 8. <u>Indemnification.</u> Tenant shall, to the extent permitted by law, indemnify and hold the Landlord harmless from and against all liabilities, obligations, damages, claims or actions, and from all associated costs, including reasonable attorneys' fees, arising from or related to the Tenant's use and occupancy of the Leased Premises, whether or not created by the Tenant. If any such action or proceeding is brought against the Landlord, the Tenant, upon written notice from the Landlord, shall at Tenant's sole cost and expense, resist or defend the same through counsel satisfactory to Landlord. This indemnity is supplemental to, and not in lieu of, the insurance required of Tenant. The parties acknowledge that each are subject to the provisions of the Government Tort Claims Act (Okla. Stat. tit. 51, Sec 151 et. seq.).
- 9. <u>Damage by Fire or Other Casualty.</u> If the Leased Premises are destroyed or substantially damaged by fire or other casualty, either Tenant or Landlord can terminate this Lease. The office space shall be deemed to be "substantially damaged" if Tenant's use and occupancy is adversely affected and if, by the exercise of reasonable diligence on the part of the contractor or contractors involved, such damage could not be reasonably expected to be repaired within one (1) month after the occurrence of such damage.
- 10. <u>Notices.</u> Any notices required or contemplated under this Agreement shall be addressed to the parties as follows:

If to the District: Tammie Strobel, Superintendent
Tri County Tech
6101 Nowata Road
Bartlesville, OK

If to the Tenant: Jason Muninger, City Clerk
City of Bartlesville
401 S. Johnstone
Bartlesville, OK 74003

All notices shall be sent certified mail, return receipt requested. Notices mailed in accordance with the foregoing shall be deemed to have been delivered five (5) days after deposit in the U.S. Mail.

- 11. <u>Tenant's Default.</u> Tenant's failure to perform any obligation to Landlord arising under this Agreement within thirty (30) days after notice from Landlord, specifying with particularity the obligation in which Landlord claims that Tenant is in default. Upon the occurrence of an uncorrected event of default, after notice and opportunity to cure aforesaid, Landlord shall have the right to terminate this Agreement and Tenant's rights hereunder, including the right to occupy the office space. Tenant may terminate this Agreement for any reason upon thirty (30) days' written notice to Landlord.
- 12. Non-Discrimination. Tenant agrees that it will not discriminate on the basis of race, color, religion, age, national origin, genetic information, gender, sexual orientation, or handicapped condition in the conduct of Tenant's programs conducted on the Landlord's property and in the office space.

- 13. <u>Risk of Loss.</u> Landlord shall have no responsibility for any loss of, damage to, or destruction or disappearance of any of Tenant's property, whether on Landlord premises or in the Leased Premises, and Tenant assumes the risk of any and all such loss. Tenant understands that Landlord does not and will not maintain any insurance covering Tenant's property. Tenant waives any right of subrogation on behalf of its insurance carrier against Landlord for any loss of, damage to, or destruction or disappearance of Tenant's property, whether occurring on Landlord's premises or in the Leased Premises.
- 14. <u>Venue / Governing Law.</u> The laws of the State of Oklahoma shall govern this Agreement. Any dispute between the parties arising out of this Agreement shall be brought in the Landlord Court of Washington County, Oklahoma or the United States District Court for the Northern District of Oklahoma, if federal court jurisdiction exists.
- 15. <u>Approvals and Consents.</u> In all instances in this Agreement in which any matter is subject to the agreement of both parties or to the approval or consent of either party, both parties agree that such approval or consent will not be unreasonably withheld, conditioned, or delayed.
 - 16. <u>Miscellaneous.</u> This instrument represents the entire understanding between the parties hereto concerning the subject matter hereof and may be modified only by the mutual written agreement of the parties. This Agreement shall be binding upon the parties and their respective successors and assigns. Time is the essence of the obligations of the parties herein. Tenant shall not advertise or represent that Tenant is sponsored by or affiliated with Landlord.

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

TRI COUNTY TECHNOLOGY CENTER CITY OF BARTLESVILLE, OKLAHOMA

√ice – By President, Board of Education		
Mike Mom		
By Mayor, "Landlord", "Tenant",		
	Attest	
	Clerk	

not in lease

Exhibit 'A'



Agenda Item 7.d.vii.
June 24, 2025
Prepared by Dee Roadman
Golf Division

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on approving the Pepsi Beverages Company Beverage Agreement.

Attachments:

Pepsi Beverages Agreement (5 yr.)

II. STAFF COMMENTS AND ANALYSIS

Equipment

Pepsi Beverage will provide the following equipment below with agreement:

• All Beverage Coolers, Fountain Machine w/ Icebox, Fountain Bag In Box unit

Service

Pepsi Beverages shall provide, at no charge, periodic maintenance, necessary service and repairs to all equipment.

Annual Rebates:

Pepsi Beverages are offering the following Annual rebates for ordered product:

- \$2 per case of 20 oz. bottled beverages
- \$2 per gallon of Bag In Box Mix

Signing Bonus:

• \$1,500 Upfront Funding

• Annual Support:

- \$1,500 Marketing Support 1st year
- \$500 Marketing Support per year 2 5

III. BUDGET IMPACT

No impact on budget as items purchased are all resale product. Coolers will be provided at no cost and any service needed on coolers will be at no cost. With the negotiated annual rebates on bottled and bag in the box gallons, profitability will be greater on all sales.

IV. RECOMMENDED ACTION

Staff recommends approval of Pepsi Beverages Agreement with Adams Golf Club.

Customer Information						
Name of E	3usiness:	Adams Municipal	Golf Course	Customer	E-mail:	CWroadman@cityof bartslveville.com
		*		COF Num	ber(s):	
-		Dee Roadman 5801 Tuxedo Blvo		(Include all n		
	Address:	Bartlesville		Fed Tax ID #		-W
	City: State:	oklahoma		State Ta Business		Call #
	Zip Code:	74006		Business		
		PBC Info	ormation			Agreement Term
PBC	Location(s): Tulsa				
	Created By	Oklahoma	Route #: 13579 Phone #:	Ag	reemen	nt Start Date: 7/1/2025 8/30/2030
	Market Uni Iles Metho	it:		(Agree	ement automa	nt End Date*: alically renews each year unless Cancellation is received at least ninety (90) days
30	iles Methol	a: (check one)	Pepsi Direct Pre-Sell (Route #)	prior b	o the end of th	he term)
			(Check Boxes and S	Specify, as a	plicabl	
		I. PBC	Covenants			II. Customer Covenants
(A) Loan at no charge (except where prohibited by law - in which event PBC shall charge the minimum legal rental fee allowed), where and as necessary coolers, fountain or other Equipment to the Customer, to be placed and operated pursuant to the terms and conditions of this Agreement (as specified on reverse side). X Initial Equipment Placement shall be as follows (fill out as applicable): Coolers: One-Door Two-Door Three-Door Counter-top Energy Fountain: 6 Valve 8 Valve Bar guns (button) Special: Lipton Refreshing Iced Tea Juice Frozen Slush FUB Unit 1 Valve Urn 2 Valve Urn _Other (Specify): (B) PBC shall provide, at no charge to the Customer (except where prohibited by law), periodic maintenance, necessary service and repairs to all Equipment loaned to Customer pursuant to this Agreement. (C) PBC shall make available for purchase by Customer Pepsi branded cups and CO ₂ ("Ancillary Products") at prices as determined by PBC. (Based on availability) (D) Provide Customer with the opportunity to participate as a member of		X x x	Agree and er Custon Outlet (B) E) indicat bevera availal or in c (C) NC Produudisplay Outlet Custon Production Production Production Production Production Production Custon Custon for eacum, au require (F) RE	ACCLUSIVE — Customer agrees to exclusively serve the Products and below at the Customer's Outlet. The Products shall be the only ages of their respective types sold, dispensed or otherwise made bile, or in any way advertised, displayed, represented or promoted at connection with the Customer's Outlet. ON-EXCLUSIVE — Customer agrees to grant PBC the right to have its lets sold, dispensed or otherwise made available, and advertised, let it in connection with the Customer's total the customer's total the customer agrees to serve PBC'spostmix lets exclusively at its Outlet. SD — Customer agrees to purchase all Products directly from the PBC lon(s) indicated above and sell only those Products purchasedfrom from the Equipment provided to the Customer by PBC. mer shall not stock any non-PBC Products (food or beverages) in		
	1.713		com for full program details	(1) Pagu	Irad Dack	kages for this Agreement:
	(L) FOI du	ditional local PBC F	ын прис	Founta	in Postmi Varket Av	
AGREE	D TO AND	ACCEPTED BY:		/Panad a	n availabi	OSTMIX SKU REQUIREMENTS: (Must carry minimum of SIx)
For Po Comp		verage Sales, LL	C, operating as Pepsi Beverages	Pepsi, Die Mtn Dew, Punch, bu Lipton Ice Frozen SI	et Pepsi, P Diet Mtn I abbly, Citru d Tea: Sw ush, Juice	repsi Zero Sugar, CF Diet Pepsi, Pepsi Wild Cherry, Starry, Starry Zero Sugar, Dew, Brisk, Dr Pepper, Diet Dr Pepper, Mug, Crush, Dote Lemonade, Fruit as Springs, Ivas Sol et al. (1998) seet, Unsweet, Other BB, Juice Cartridge, Other Innovation
Signat	ture:		Date	(3) 20oz BOTTLE SKU REQUIREMENTS: Must Check One Level (All shall be 20 oz bottles unless otherwise indicated)		
_	Name Davi	id Flores	Title FSR		Starry brands	ium: Must purchase Pepsi, Diet Pepsi, Pepsi Zero Sugar, r, Mtn Dew, Aquafina; Plus any two additional SKUs from s below:
For Cu	ustomer			-	+	Must purchase any five SKUs from brands below:
Signat	ture:		Date	Energy (1 Brisk, Pur	et Pepsi, P 6oz), Stan e Leaf, Ga	r: Must purchase any three SKUs from brands below: Pepsi Zero Sugar, Mtn Dew, Diet Mtn Dew, Mtn Dew Zero Sugar, Mtn Dew ry, Starry Zero Sugar, Dr Pepper, Diet Dr Pepper, Crush, Lipton Iced Tea, atorade, G2, Gatorade Zero, Propel, Aquafina, LIFEWTR, bubly (16oz), KeVita, Dole/Ocean Spray, KickStart (16oz), Starbucks (all packaging),
Print Name Title Celsius (12oz), Rockstar (16oz), Muscle Milk Comply with the Terms of this Agreement						



			Custome	er Information				
Name	e of Business:			Customer E-mai	: CWro	adman@cit	yof bartslveville.	com
		Adams Municipal Gol	r Course					
Pri	mary Contact:			COF Number(s Include all numbers	h/RAN	24		
	Address:	5801 Tuxedo Blvd			•			
	City:	Bartlesville		State Tax ID #	:			
	State:	Oklahoma		Business Phone		331-3900	Cell #:	
	Zip Code:	74006		Business Owne	r: aD.F	Roadman		
		PBC Inform	nation			Agreeme	nt Term	
	Location(s): _		D #. 13570			7/1/	2025	
		David Flores Oklahoma	Route #: Phone #:		ment Stai ment End	rt Date: 7/1/	0/2030	
PBC	narket Onit.					Date":		
			III. PBC AGRE	MENT OVERVI	=W	20115	DILL E.A.	
X			shall provide a verification list of		Units Per		DULE A	Conditional Increased
	("Equipment List numbers, Custo	st"), which shall include a omer shall provide PBC w	oaned or rented to Customer by PBC Idresses and serial and asset itth access to such Equipment at any omplete Equipment List to PBC may	Product	Case/ Gallons Per BIB	Rebate Per Case/Gallon	Increased Rebate per Case/Pkg	Rebate Condition
	result in: ☑	Removal of Equipme		CSD	5gal	\$2.00		
X	(B) PBC Shall days of the late	Pay a one-time Initial S	pport Fund of \$within 90 Agreement or commencement of	CSD	3gal	\$2.00		
		pay Annual Support Fur Semi-Annual			5gal	\$2.00		
	Payable within to otherwise indicating to	90 days of the commence ated, for the Agreement Y otal payments. For Year 1	ement of each Agreement Year, unless ears \$1500.00 and shall not exceed , payable within 90 days of the later of the or commencement of Agreement.	Dr Pepper	ogui			
	(D) PBC shall p	provide Marketing Supp	ort* up to the following amount:	-				
×	marketing and	port will be used and spe other programs. Marketin	ally: \$ Quarterly: \$ nt by PBC for mutually agreed g Support will not be carried over to a able for a cash payment.					
X	(E) PBC Shall p within 90 days Annually \$2	after the period indicat	sed Products based on Schedule A, ed below: Quarterly	-				
	l	yrs 1-5 on all csd						
X	(F) Customer s applicable.	hall return any shells a	nd pallets received from PBC, if					
earned by Cust	over the Agreem	nent Year or Term, as a ement is terminated pri	ds, set forth in this Agreement, shall be pplicable, and shall be refunded pro rate or to the Agreement End Date.					
	PepsiCo Bever	rage Sales, LLC, ope	rating as Pepsi Beverages					
6.	-4				ļ			
Sign	ature:	*	Date					
Print	Name		Title		I	Excl	usions	
For	Customer			The following F	Products	are exclude	d from Schedule veany Rebates	A and will not
Sign	ature:		Date				,	
Delera	Name		Title					
1 - mi	Name		Title					



COF

IV. GENERAL TERMS

This sets forth the agreement ("Agreement") between PepsiCo Beverage Sales, LLC, on behalf of itself and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company ("PBC") and the Customer identified on the front page of this Agreement (the "Customer"), with respect to the

- 1. <u>Definitions</u>. As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.
- a. "Agreement Year" shall mean each twelve-month period beginning with the Agreement Start Date
- b. "Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed during the Term of the Agreement
- "Cases" shall mean cases of bottle & can Products purchased by the Customer from PBC to be delivered in sizes, quantities and types of containers as determined by PBC from time to time.
 d. "Equipment" shall mean all coolers, fountain and other beverage dispensing equipment loaned or rented to the Customer by PBC during the Term.
- e. "Gallons" shall mean the gallons of Postmix, LCT and FB Products purchased by the Customer from PBC
- r. "Outlet" shall mean the Customer's outlet located at the address indicated under the Customer information section, and any expansions thereof, including any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer within PBC's bottling territory during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create and attach an updated schedule of Outlets, COFs and addresses, to be automatically included as part of the Agreement.
- g. "Products" shall mean Beverages manufactured, sold or distributed by PBC which may be amended by PBC from time to time.
- h. "Initial Term" This Agreement shall become effective upon execution by all parties, and the term of this Agreement shall commence on the Agreement Start Date and expire upon the later of (i) the Agreement End Date; (ii) the Volume Based Term set forth in Section II.A of the Agreement, if applicable or (iii) at least ninety (90) days prior to expiration of any Renewal Period
- 2. Consideration. In consideration of the rights granted in this Agreement, and provided the Customer is not in breach of this Agreement, PBC shall provide the Customer the following - if applicable as indicated on the first two pages of this Agreement:
- a. Funding. As set forth in this Agreement, Funding, as applicable, may consist of: (1) an Annual Support Fund payment in the amount indicated in this Agreement, payable as specified herein and earned over the duration of the Agreement Year in which it is paid; (2) Rebates, payable for applicable Cases or Gallons of Products purchased by Customer from PBC during the applicable funding period; (3) a one-time only Initial Support Fund in the amount indicated in this Agreement, payable within ninety (90) days of the later of installation of Equipment or signing of this Agreement by both parties, and earned on an equal monthly basis over the Initial Term of the Agreement has only a "time-based" duration, and will be earned on an equal per Gallon/Case basis if the Agreement has a "later of time or Gallons/Cases purchased" duration; and (4) such other consideration as indicated on the first two pages of this Agreement, including that based on exclusive/non-exclusive status of the Customer;

The Customer acknowledges and agrees that all consideration set forth herein is to be earned by the Customer based on its full compliance with the terms, and requirements of this Agreement and PBC shall provide such consideration provided the Customer (1) has paid in full, without offsets, auto or other deductions, all invoices for Products delivered to the Customer, and (2) is not in breach of its obligations under this Agreement.

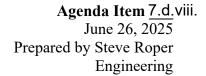
- 3. Equipment. The Equipment loaned to Customer pursuant to this Agreement, shall remain the property of PBC or one of PBC's affiliates throughout the Term. Customer will surrender all Equipment to PBC upon expiration or termination of this Agreement as more fully set forth below. PBC or one of its affiliates shall retain all right title and interest in the Equipment. PBC will make initial delivery of each piece of Equipment to the Customer's designated location. At all times during the Term, Customer shall comply with PBC's Product merchandising standards, and policies and procedures regarding the operation and use of PBC's Equipment, as such standards and policies may be updated or modified by PBC from time to time. Failure to comply with this provision shall be deemed a material breach of this Agreement. At PBC's sole discretion, the Customer may have the opportunity to receive additional loaned Equipment from PBC, subject to any additional stipulations as determined by the local PBC office servicing the Customer. In connection with the foregoing, Customer acknowledges and agrees that Equipment shall only be used to house/dispense PBC Products and may not be safe or suitable for storage of non-Beverage items. Customer shall not remove or cause to be removed or otherwise encumber the Equipment from the location above designated without the written consent of PBC
- a. Equipment Repairs. Customer agrees to promptly notify PBC if the Equipment needs to be repaired or serviced and shall fully cooperate with PBC in effecting any necessary repairs or service. Provided the Customer is in compliance with all terms and conditions of this Agreement, PBC agrees to provide free service and repair of the Equipment (except where prohibited by law). Customer shall keep the Equipment free from any liens or encumbrances except those caused by PBC. Customer shall be liable to PBC for careful use and return of the Equipment in good condition, and any Equipment or parts lost or damaged by fire, theft, accident, or for any other reason, shall be paid for, at the time of loss, by Customer. All reasonable expenses incurred by PBC in securing return of the Equipment, including but not limited to hourly charges for PBC's employees, shall be Customer's responsibility. PBC shall have the right, during Customer's usual business hours, to enter the premises where the Equipment is located and shall have free access thereto for purposes of inspecting or removing the Equipment.
- b. Equipment upon Expiration or Termination of this Agreement. If this Agreement is terminated or expires and the parties do not enter into a subsequent agreement, then the Customer shall fully cooperate with PBC to insure that PBC is able to pick up its Equipment, Within 15 days after the expiration or termination the Customer shall coordinate with PBC so that PBC may pick up its Equipment at the Customer's locations. Once PBC has picked up and inspected the Equipment, PBC shall notify the Customer of any damage to or missing Equipment/parts (excluding reasonable wear and tear). Customer shall immediately pay to PBC all applicable costs, expenses and fees associated with the repair/replacement of the Equipment or associated parts. Failure make such payment shall be deemed a material breach of this Agreement.
- 4. Product Price. Prices for Products (including for Ancillary Products, if applicable) shall be at the discretion of PBC and subject to change from time to time.
- a. Breach and Termination. In the event either party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. Upon receipt of such written notice, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within the specified time period, the non-breaching party may terminate this Agreement upon the expiration of such cure period upon written notice to the breaching party.
- b. Remedies. In the event of early termination, , Customer shall immediately reimburse PBC for the following: (i) an amount representing reimbursement for the cost of installation and removal of the Equipment provided to Customer by PBC pursuant to this Agreement; and (ii) Customer shall reimburse PBC for a prorated portion of any Funding advanced by PBC and not earned by Customer as of the time of termination, with such prorated amount calculated as set forth in Section 2(a) above and (iii) an amount as liquidated damages, for lost sales suffered by PBC as a result of such termination, equal to the sum of: (1) the product of \$7 multiplied by the projected number of Gallons of Postmix, LCT and FB Products that Customer would have been expected to purchase during the remainder of the Term based on the Customer's average annualized purchase rate and (2) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on Customer's average annualized purchase rate. In addition to the foregoing, Customer shall notreceive any consideration pursuant to this Agreement which has not been fully earned or redeemed (including Pepsi Rewards points) by Customer as of the date of such breach,
- c. Failure to meet Minimum Thruput Requirement. Throughout the Term, if Customer's purchase trends reasonably indicate that Customer cannot achieve the average Cases/Gallons as indicated on the front page of this Agreement, then PBC shall have the right to either (i) remove Equipment completely and terminate this Agreement pursuant to Section 5(a), or (ii) substitute/adjust Equipment placement(s) as deemed reasonably necessary by PBC and the Customer shall surrender or make available for return the Equipment within 20 days after written notice from PBC.
- d. Right of Offset, PBC reserves the right to withhold payments due hereunder as an additional remedy for breach, or as an offset (partial or whole) against any amounts not paid by Customer to PBC pursuant to this Agreement, including the payments set forth in Sections (b) above.
- e. Customer Representation. Customer represents and warrants to PBC that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties.
- f. Non-Disclosure. Except as may otherwise be required by law or legal process or as reasonably necessary for PBC to enforce its rights hereunder, Customer shall not



disclose to unrelated third parties the terms and conditions of this Agreement without the written consent of PBC.

- g. Assignment/Acquisition. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or otherwise transferred by either party by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, provided, however, that PBC may assign and transfer this Agreement (in whole and not in part) to an affiliate without the consent of Customer hereto; provided, however, that, (x) such affiliate is capable of fully performing all obligations of the assignor hereunder and (y) such affiliate agrees, under a separate agreement acceptable to the other party and signed by such affiliate, to perform all of the obligations and assume all liabilities of the assignor hereunder. In the event that a third party acquires Customer or substantially all Outlets or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party or merged entity within ten (10) days following the closing of the transaction, Customer will be in breach of this Agreement and PBC may, at its option, terminate this Agreement effective immediately and Customer will pay to PBC all sums specified in Section herein.
- h. Distribution Limitation. PBC reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if Customer (i) sells Products directly or indirectly for resale outside of the PBC's exclusive territory where the Outlet operates and (ii) purchases Products outside PBC's exclusive territory where the Outlet operates and resells such Products within PBC s exclusive territory.
- i. Right of First Refusal. Upon expiration or termination of this Agreement, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant PBC the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage sales at the Outlets. The Customer shall provide PBC with details of any such bona fide offers, and PBC shall have a thirty (30) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match.
- j. Trademarks. PBC shall have final authority to review and approve, in its sole discretion, all aspects of any advertising or promotion provided for under this Agreement, including of any and all promotional or other materials utilizing PepsiCo trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarked, copyrighted or other material in which either party claims or has property rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement.
- k. Indemnification. Customer shall defend and indemnify PBC against all costs, expenses, claims or losses incurred through claims of third parties resulting from Customer's breach of the terms and conditions of this agreement as well as any claims for damages based on personal injury, death or property damage due to Customer's actions and/or omissions, including but not limited to any claims related to Customer's misuse of (and/or failure to adhere to PBC's quality and handling requirements related to) PBC's Equipment, Products or IP/Trademarks.
- I. Force Majeure. No party will be responsible to the other for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impracticable resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God pandemic, epidemic, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of the parties unless such contingency is specifically excluded in another part of this Agreement ("Force Majeure Event"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event Customer's performance is temporarily suspended pursuant to a Force Majeure Event, Pepsi's funding obligations will be suspended for the duration of Customer's nonperformance. Once Customer resumes performance or in the event Customer is able to perform some, but not all of its obligations herein, any fixed, advanced, or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.
- m. Arbitration. Customer acknowledges and agrees that PBC has the right and authority, at its election, to bring a suit in any court of competent jurisdiction related solely to the issues of: (i) collection for unpaid invoices for Products delivered to the Customer; or (ii) recovery of Equipment loaned to Customer pursuant to this Agreement or the value thereof. Except for the claims excluded above, the parties expressly acknowledge and agree that any and all unresolved disputes, controversies or claims between the parties arising out of or relating to this Agreement or the parties' relationship generally, whether brought forth under breach of contract, tort, price discrimination, restraint of trade or other theory of law (statutory or common law), shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Discovery rules for such arbitration shall be pursuant to the Federal Rules of Civil Procedure, and the location for such arbitration and the number of arbitrators shall be mutually determined by the parties. If the parties cannot mutually agree to such terms, then the arbitration shall take place in New York City and be presided over by a panel of three arbitrators to be selected upon mutual agreement. The arbitration proceeding and award, if any, shall be subject to the Non-Disclosure requirements contained herein, It is intended that ach party shall be responsible for bearing its own costs associated with arbitration as provided for hereunder, except that the arbitrator(s) shall be authorized to award the costs of arbitration as the interests of justice require. Unless PBC expressly waives the arbitration requirement, all other disputes and claims, if any, between the parties would still be subject to, and remain bound by, this Arbitration requirement.
- n. Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties, including prior funding commitments relating to the purchase of the Products by Customer. This Agreement may be amended or modified only by a writing signed by each of the parties.

Pepsi Beverages Company		Customer		
Signature:	Date:	Signature:	Date:	





I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Review and approval of Right-of-Way Donation Agreements with Sheltre Farms, LLC., Orlina and Jeffrey Andrews, and Lansdown Family Trust for additional public right-of-way along both sides of Sunset Boulevard.

Attachments:

Sheltre Right-of-Way Donation Agreement Sheltre Right-of-Way Deed Sheltre Exhibit A – Location Map

Andrews West Right-of-Way Donation Agreement Andrews West Right-of-Way Deed Andrews West Exhibit A – Location Map

Andrews East West Right-of-Way Donation Agreement Andrews East Right-of-Way Deed Andrews East Exhibit A – Location Map

Lansdown Right-of-Way Donation Agreement Lansdown Right-of-Way Deed Lansdown Exhibit A – Location Map

II. STAFF COMMENTS AND ANALYSIS

One of the priority projects included in the 2020 General Obligation Bond (GO Bond) is the rehabilitation of the Sunset Blvd bridge over Butler Creek. The project will replace the existing bridge deck and rehabilitate substructure of the bridge. The project will also include an add. Alternate that would construct a pedestrian bridge, if selected. Currently right of way is insufficient on both sides of the roadway for the project. Additional right of way is required on both sides of Sunset Blvd to accommodate the slopes on the bridge approaches. Additional right of way on the east side of the project is needed to accommodate the proposed pedestrian bridge.

Staff have worked with the property owners to come to agreements. The City will compensate the current owners for actual property assessed value and provide compensation for existing property improvements that will be removed for construction and will need to be replaced. These improvements include fences, gates, and trees.

The total cost associated with the Sheltre Farms LLC. property is \$20,000.00. This includes compensation for the land, fencing, and owner provided clearing and excavation for the relocated fence.

The total cost associated with the Lansdown Family Trust property is \$14,012.00. This includes compensation for the land, fencing, and custom gate.

The total cost associated with the west Orlina and Jeffrey Andrews property is \$15,000.00. This includes compensation for the land, fencing, and owner provided clearing and excavation for the relocated fence.

The total cost associated with the east Orlina and Jeffrey Andrews property is \$81,149.00. This includes compensation for the land, fencing, and owner provided clearing and excavation for the relocated fence. Also included in this cost is replacement value for 60 trees as compensation for the loss of over 80 trees.

III. BUDGET IMPACT

The Sunset Bridge Rehabilitation Project is currently being advertised, but cannot be completed without this additional right of way. Funding will be from multiple sources. The primary source of funds for the base bid of the project will be GO bond street funds. Additional funding for the pedestrian bridge will be provided from Parks funds. A total of \$130,161.00 will be used for Right of Way acquisition for the project.

IV. RECOMMENDED ACTION

Staff recommends approval of the Right-of-Way Donation Agreements with Sheltre Farms, LLC., Orlina and Jeffrey Andrews, and the Lansdown Family Trust.

Right-of-Way Donation Agreement

This Right-of-Way Donation Agreement (this "**Agreement**") made this _____ day of ______, 2025, by, between and among Sheltre Farms, LLC, and their successors and assigns ("Sheltre Farms") and City of Bartlesville, Oklahoma, a municipal corporation ("City"),

WHEREAS, The City has plans to rehabilitate the bridge and approaches of Sunset Boulevard at Butler Creek; and

WHEREAS, The City currently has a 16.5' wide statutory Right-of-Way along the east side of the Sheltre Farms property described in and recorded in Book 1772, Page 38 in the office of the County Clerk of Osage County, Oklahoma, and requires a total of 65 feet of right-of-way west of the section line to facilitate the Sunset Boulevard bridge rehabilitation project; and

WHEREAS, Sheltre Farms has fences, a gate, and other improvements on their property recorded in said Book and Page and desire the City to compensate for existing improvements to said property in return for deeding an additional 65 feet of right-of-way that includes the 16.5 Feet of statutory right-of-way; and

WHEREAS, The City has identified the necessary fence and gate quantities necessary enclose the remaining Sheltre Farms property;

NOW, THEREFORE, in consideration of the performance of the agreements, premises and covenants herein set forth, the parties to this Agreement hereby agree as follows:

- 1. Sheltre Farms agrees to deed to the City public right-of-way with a width of 65 feet that includes the 16.5 feet of statutory right-of-way on the west side of the east section line of Section 34, Township 26 North, Range 13 East, said right-of-way being more particularly described in the Right-of-Way Deed included with this agreement.
- 2. The City will pay Sheltre Farms \$20,000.00 to help with the replacement cost of installing fencing and a gate. Payment shall be made to Sheltre Farms within 30 days of filing of the Right-of-Way Deed.
 - 3. The City shall not be responsible to install any portion of the fence or gate.
 - 4. The City shall not be responsible for future maintenance of the fence or gate installed.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly exect as of the date first written above.	cuted this Right-of-Way Donation Agreement
	City of Bartlesville, Oklahoma
	By
ATTEST:	

		James S. Curd Jr., Mayor
ATTEST:		
City Clerk		
	ACKNOWLEDGMENT	
STATE OF OKLAHOMA)) SS:	
COUNTY OF) 33.	
This instrument was ack James S. Curd Jr., as Mayor of the	nowledged before me on this day of e City of Bartlesville, Oklahoma.	, 20, by
	Notary Public	
My Commission Expires:		
My Commission Number:		
(SEAL)		

IN WITNESS WHEREOF, the parties hereto hav Donation Agreement as of the date first written at	e duly executed this Amended and Restated Right of Way pove.
	Sheltre Farms, LLC
	Ву
	Trevor Sutterfield, Trustee
ACKNO	<u>OWLEDGMENT</u>
,	SS:
COUNTY OF)	
This instrument was acknowledged before Mike Quinn, as Manager of TMP Properties LLC	ore me on this day of, 20, by, an Oklahoma limited liability company.
My Commission Expires:	Notary Public
My Commission Number:	

(SEAL)

EXHIBIT "A"

RIGHT-OF-WAY LEGAL DESCRIPTION

[TO BE ATTACHED]

RIGHT-OF-WAY DEDICATION DEED

KNOWN ALL MEN BY THESE PRESENTS:

That Sheltre Farms, LLC of Washington County, State of Oklahoma, herein called The Grantors (whether one or more), for consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient consideration, do hereby grant, bargain, sell, convey and dedicate unto the CITY OF BARTLESVILLE, the following described lots or parcels of land for the purpose of establishing thereon a public roadway or facilities necessary and incidental thereto, including all right, title and interest in and to the airspace, light and view above the surface of the lands, described herein:

A PART OF THE SOUTH HALF (S/2) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, OSAGE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE NORTH 01°16'11" WEST AND ALONG THE EAST LINE OF SAID SECTION 34, FOR A DISTANCE OF 1079.29 FEET; THENCE SOUTH 88°43'49" WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 16.5 FEET TO A POINT ON THE SOUTH BANK OF BUTLER CREEK, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 55°04'59" WEST AND ALONG SAID SOUTH BANK, FOR A DISTANCE OF 60.09 FEET; NORTH 01°16'11" WEST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE 435.23 FEET; THENCE NORTH 88°43'49" EAST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 48.50 FEET; THENCE SOUTH 01°16'11" EAST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 470.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 21,967.55 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

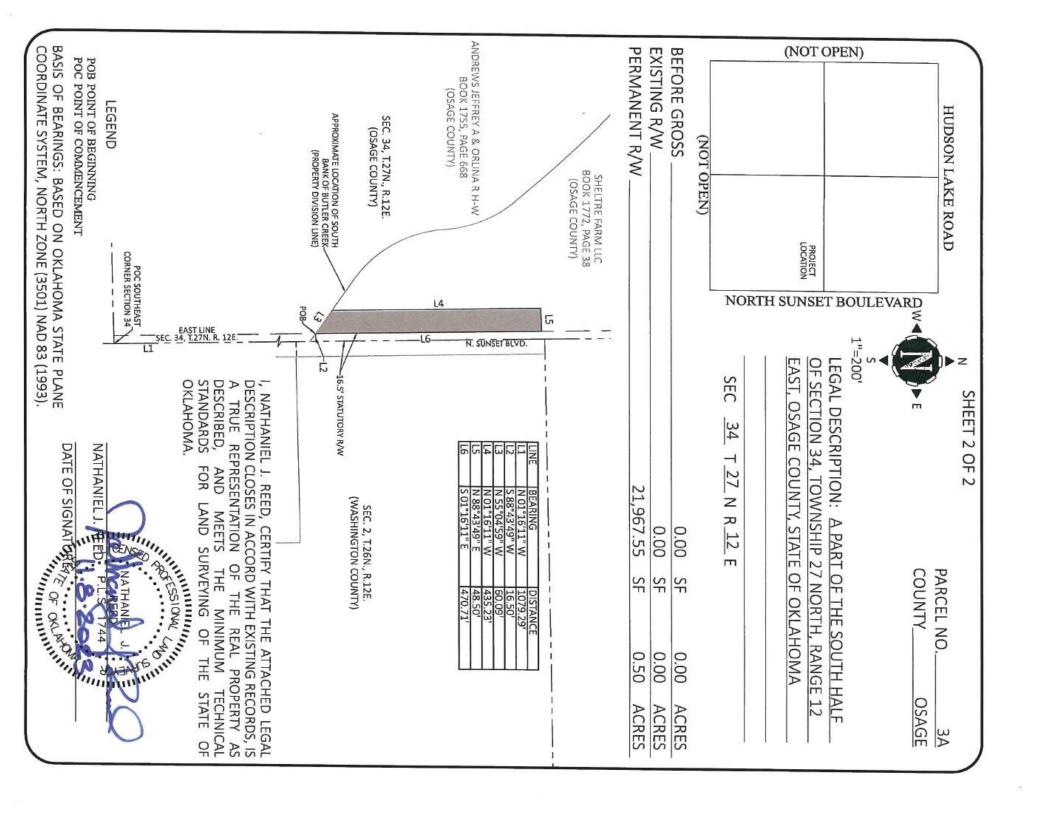
BASIS OF BEARINGS: BASED ON OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501) NAO 83 (1993).

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other materials.

To have and to hold said above described premises unto the said City of Bartlesville, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of public roadway and all roadway excavations, embankments, structures, bridges, drains, utilities, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public roadway and incidental facilities over, across, along or under the above described real estate; the supervision and control of said public roadway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said City of Bartlesville, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining, or regulating the use of said public roadway and incidental facilities.

Said Grantor hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above-described premises and that same are free and clear of all liens and claims whatsoever, except, none.

ady of	·
	Trevor Sutterfield, Trustee
STATE OF)) ss.
COUNTY OF)
foregoing instrument and acknowledge.	otary Public, in and for said County as State, on this day of, personally appeared to me known to be the identical person(s) who executed the within and wledged to me that he (they) executed the same as his (their) free and sees and purposes therein set fourth.
(SEAL)	Notary Public
`	Notory Public



Right-of-Way Donation Agreement

This Right-of-Way Donation Agreement (this "**Agreement**") made this _____ day of ______, 2025, by, between and among Andrews, Jeffrey A & Orlina R H-W, and their successors and assigns ("**Andrews**") and City of Bartlesville, Oklahoma, a municipal corporation ("**City**"),

WHEREAS, The City has plans to rehabilitate the bridge and approaches of Sunset Boulevard at Butler Creek; and

WHEREAS, The City currently has a 16.5' wide statutory Right-of-Way along the east side of the Andrews' property described in and recorded in Book 1755, Page 668 in the office of the County Clerk of Osage County, Oklahoma, and requires a total of 65 feet of right-of-way west of the section line to facilitate the Sunset Boulevard bridge rehabilitation project; and

WHEREAS, The Andrews have fences, a gate, and other improvements on their property recorded in said Book and Page and desire the City to compensate for existing improvements to said property in return for deeding an additional 65 feet of right-of-way that includes the 16.5 Feet of statutory right-of-way; and

WHEREAS, The City has identified the necessary fence and gate quantities necessary to adequately contain livestock on the remaining Andrews property;

NOW, THEREFORE, in consideration of the performance of the agreements, premises and covenants herein set forth, the parties to this Agreement hereby agree as follows:

- 1. The Andrews agree to deed to the City public right-of-way with a width varying from 35.0 feet to 65 feet that includes the 16.5 feet of statutory right-of-way on the west side of the east section line of Section 34, Township 26 North, Range 13 East, said right-of-way being more particularly described in the Right-of-Way Deed included with this agreement.
- 2. The City will pay the Andrews \$15,000.00 to help with the replacement cost of installing fencing and a gate. Payment shall be made to the Andrews within 30 days of filing of the Right-of-Way Deed.
 - 3. The City shall not be responsible to install any portion of the fence or gate.
 - 4. The City shall not be responsible for future maintenance of the fence or gate installed.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Right-of-Way Donation Agreement as of the date first written above.

City of Bartlesville, Oklahoma

By________

James S. Curd Jr., Mayor

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF OKLAHOMA

) SS:

COUNTY OF _______

This instrument was acknowledged before me on this _____ day of _______, 20_____, by James S. Curd Jr., as Mayor of the City of Bartlesville, Oklahoma.

Notary Public

My Commission Expires:

My Commission Number:

(SEAL)

Page 2 of 4

IN WITNESS WHEREOF, the parties hereto have duly executed this Amended and Restated Right of Way Donation Agreement as of the date first written above.

	An	drews, Jeffrey A & Orlina R H-W
	Ву	Jeffrey A Andrews
		Jeffrey A Andrews
	By	Orlina R Andrews
		Orlina R Andrews
	<u>ACKNOWLEDGMENT</u>	
CTATE OF OWLAHOMA	,	
STATE OF OKLAHOMA)) SS:	
COUNTY OF)	
This instrument was ack	nowledged before me on this day Properties LLC, an Oklahoma limited li	y of, 20, by
wine Quilli, as Manager of Tivit	Troperties ELC, an Oktanoma minted in	aomity company.
M.C F	Notary Public	· · · · · · · · · · · · · · · · · · ·
My Commission Expires:		
My Commission Number:		
(SEAL)		

EXHIBIT "A"

RIGHT-OF-WAY LEGAL DESCRIPTION

[TO BE ATTACHED]

RIGHT-OF-WAY DEDICATION DEED

KNOWN ALL MEN BY THESE PRESENTS:

That Andrews, Jeffrey A & Orlina R H-W of Washington County, State of Oklahoma, herein called The Grantors (whether one or more), for consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient consideration, do hereby grant, bargain, sell, convey and dedicate unto the CITY OF BARTLESVILLE, the following described lots or parcels of land for the purpose of establishing thereon a public roadway or facilities necessary and incidental thereto, including all right, title and interest in and to the airspace, light and view above the surface of the lands, described herein:

A tract of land in the South Half (S/2) of Section 34, Township 27 North, Range 12 East Osage County, Oklahoma, being more particularly described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE NORTH 01°16′11″ WEST AND ALONG THE EAST LINE OF SAID SECTION 34, FOR A DISTANCE OF 815.00 FEET; THENCE SOUTH 88°43′49″ WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 16.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°43′49″ WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 18.50 FEET; THENCE NORTH 10°00′57″ WEST, FOR A DISTANCE OF 197.29 FEET; THENCE NORTH 01°16′11″ WEST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 104.77 FEET TO A POINT ON THE SOUTH BANK OF BUTLER CREEK; THENCE SOUTH 55°04′59″ EAST AND ALONG SAID SOUTH BANK, FOR A DISTANCE OF 60.09 FEET; THENCE SOUTH 01°16′11″ EAST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 264.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,752.85 SQUARE FEET OR 0.25 ACRES, MORE OR LESS.

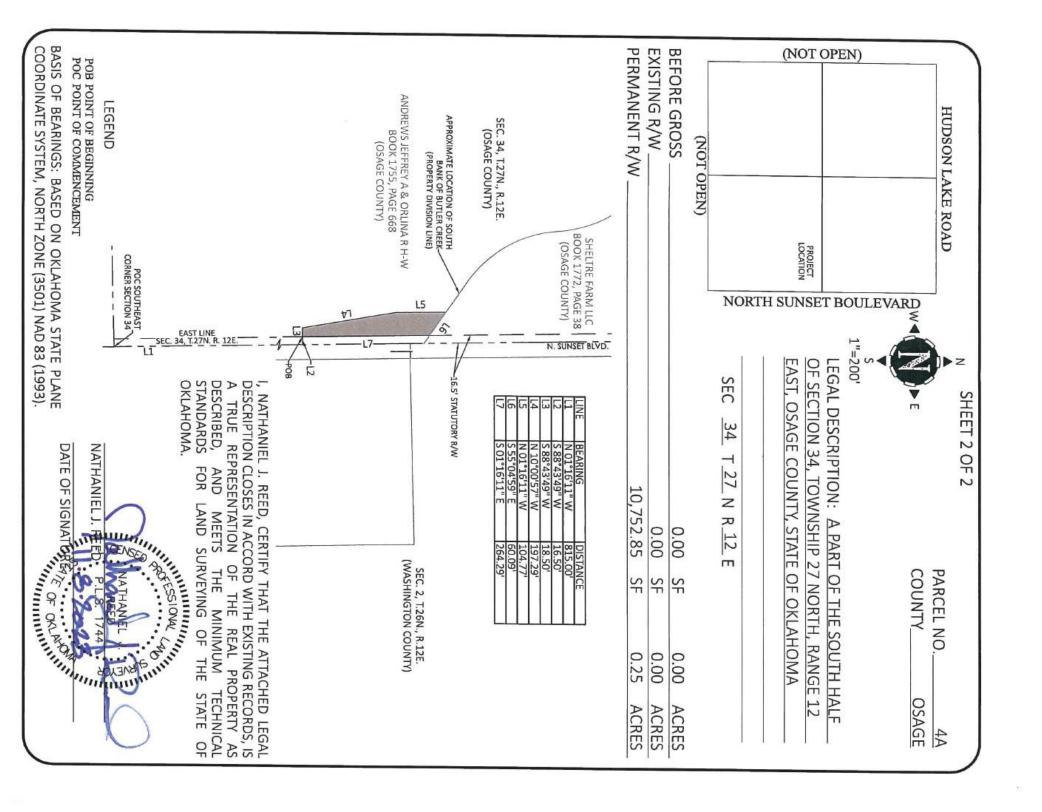
BASIS OF BEARINGS: BASED ON OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501) NAO 83 (1993).

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other materials.

To have and to hold said above described premises unto the said City of Bartlesville, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of public roadway and all roadway excavations, embankments, structures, bridges, drains, utilities, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public roadway and incidental facilities over, across, along or under the above described real estate; the supervision and control of said public roadway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said City of Bartlesville, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining, or regulating the use of said public roadway and incidental facilities.

Said Grantor hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above-described premises and that same are free and clear of all liens and claims whatsoever, except, none.

and receive the compensation herein named.		appoint themselves as agent to execute the claim ave hereunto set their hands and seals this the
day of		,·
		Jeffrey A Andrews, Owner
		Orlina R Andrews, Owner
STATE OF	_)	
COUNTY OF) ss.)	
, 20, to me known	personall n to be the ic me that he	aid County as State, on this day of ly appeared lentical person(s) who executed the within and (they) executed the same as his (their) free and set fourth.
(SEAL)		Notary Public
My Commission Expires		



Right-of-Way Donation Agreement

This Right-of-Way Donation Agreement (this "**Agreement**") made this _____ day of ______, 2025, by, between and among Andrews, Orlina R & Jeffrey A, and their successors and assigns ("**Andrews**") and City of Bartlesville, Oklahoma, a municipal corporation ("**City**"),

WHEREAS, The City has plans to rehabilitate the bridge and approaches of Sunset Boulevard at Butler Creek; and

WHEREAS, The City currently has a 30' wide statutory Right-of-Way along the east side of the Andrews' property described in and recorded in Book 1160, Page 1643 in the office of the County Clerk of Washington County, Oklahoma, and requires a total of 65 feet of right-of-way west of the section line to facilitate the Sunset Boulevard bridge rehabilitation project; and

WHEREAS, The Andrews have fences, trees, and other improvements on their property recorded in said Book and Page and desire the City to compensate for existing improvements to said property in return for deeding an additional 65.0 feet of right-of-way that includes the 30.0 Feet of statutory right-of-way; and

WHEREAS, The City has identified the necessary fence and gate quantities necessary to adequately contain livestock on the remaining Andrews property;

NOW, THEREFORE, in consideration of the performance of the agreements, premises and covenants herein set forth, the parties to this Agreement hereby agree as follows:

- 1. The Andrews agree to deed to the City public right-of-way with a width of 65.0 feet that includes the 30.0 feet of statutory right-of-way on the east side of the west section line of Section 2, Township 26 North, Range 12 East, said right-of-way being more particularly described in the Right-of-Way Deed included with this agreement.
- 2. The City will pay the Andrews \$86,149.00 to help with the replacement cost of installing fencing and replacing trees. Payment shall be made to the Andrews within 30 days of filing of the Right-of-Way Deed.
 - 3. The City shall not be responsible to install any portion of the fence or trees.
 - 4. The City shall not be responsible for future maintenance of the fence or trees installed.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly exect as of the date first written above.	cuted this Right-of-Way Donation Agreement
	City of Bartlesville, Oklahoma
	By
ATTEST:	

		James S. Curd Jr., Mayor
ATTEST:		
City Clerk		
	ACKNOWLEDGMENT	
STATE OF OKLAHOMA)) SS:	
COUNTY OF) 33.	
This instrument was ack James S. Curd Jr., as Mayor of the	nowledged before me on this day of e City of Bartlesville, Oklahoma.	, 20, by
	Notary Public	
My Commission Expires:		
My Commission Number:		
(SEAL)		

IN WITNESS WHEREOF, the parties hereto have duly executed this Amended and Restated Right of Way Donation Agreement as of the date first written above.

			4	Andrews, Orlin	na R & Jeffr	rey A
			Ву	О	Orlina R And	rews
			Ву	Je:		
				Je:	ffrey A And	rews
	<u>ACI</u>	KNOWLEDO	<u>GMENT</u>			
STATE OF OKLAHOMA)					
COUNTY OF)	SS:				
This instrument was ack Mike Quinn, as Manager of TMP	nowledged b Properties L	before me on LLC, an Oklah	this day o	fility company.	, 20	, by
M. C		Notary Pu	blic			
My Commission Expires:						
My Commission Number:						
(SEAL)						

EXHIBIT "A"

RIGHT-OF-WAY LEGAL DESCRIPTION

[TO BE ATTACHED]

RIGHT-OF-WAY DEDICATION DEED

KNOWN ALL MEN BY THESE PRESENTS:

That Andrews, Orlina R & Jeffrey A of Washington County, State of Oklahoma, herein called The Grantors (whether one or more), for consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient consideration, do hereby grant, bargain, sell, convey and dedicate unto the CITY OF BARTLESVILLE, the following described lots or parcels of land for the purpose of establishing thereon a public roadway or facilities necessary and incidental thereto, including all right, title and interest in and to the airspace, light and view above the surface of the lands, described herein:

A PART OF GOVERNMENT LOT 3 OF SECTION TWO (2), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWELVE (12) EAST OF THE IN0IAN BASE AND MERIDIAN, WASHINGTON COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE SOUTH 01°16'11" EAST AND ALONG THE WEST LINE OF SAID SECTION 2, FOR A DISTANCE OF 16.50 FEET; THENCE NORTH 88°56'30" EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 2, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE STATUTORY RIGHT OF WAY, SAME BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°56'30" EAST AND ALONG SAID STATUTORY RIGHT OF WAY, FOR A DISTANCE OF 35.00 FEET; THENCE SOUTH 01°16'11" EAST AND PARALLEL WITH THE WEST LINE OF SAID SECTION 2, FOR A DISTANCE OF 501.33 FEET; THENCE SOUTH 88°47'42" WEST, FOR A DISTANCE OF 35.00 FEET; THENCE NORTH 01°16'11" WEST AND PARALLEL WITH SAID WEST LINE, FOR A DISTANCE OF 501.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,548.25 SQUARE FEET OR 0.40 ACRES, MORE OR LESS.

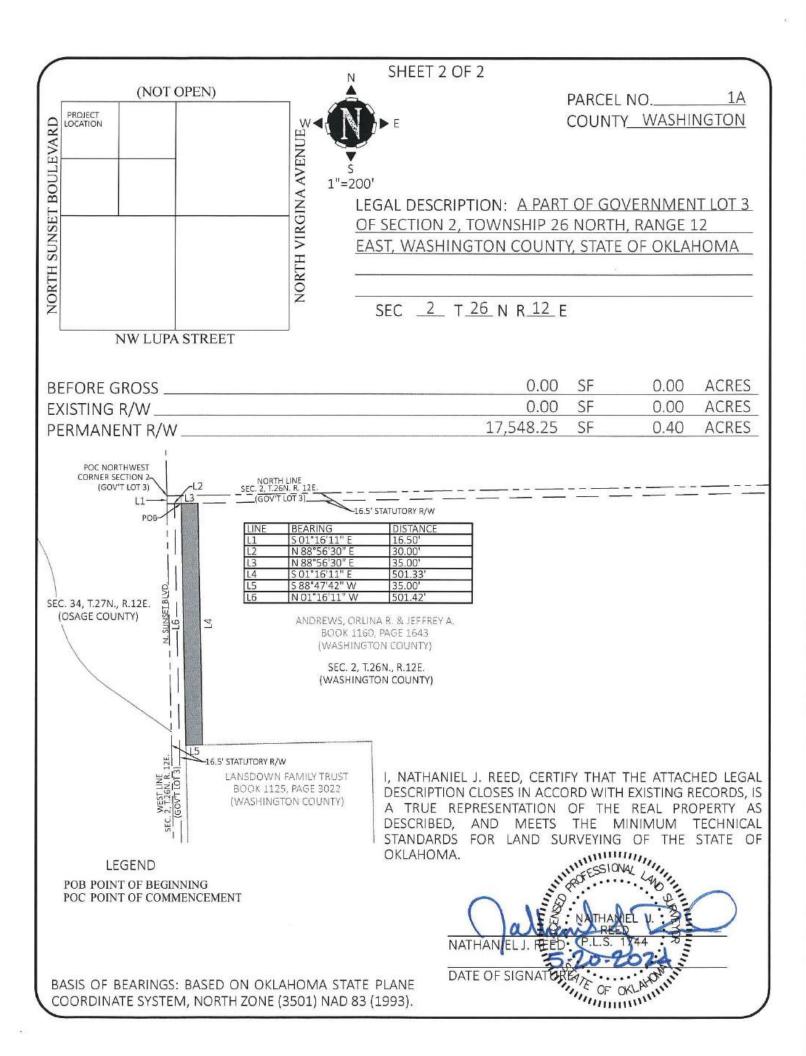
BASIS OF BEARINGS: BASED ON OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE {3501) NAD 83 {1993}.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other materials.

To have and to hold said above described premises unto the said City of Bartlesville, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of public roadway and all roadway excavations, embankments, structures, bridges, drains, utilities, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public roadway and incidental facilities over, across, along or under the above described real estate; the supervision and control of said public roadway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said City of Bartlesville, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining, or regulating the use of said public roadway and incidental facilities.

Said Grantor hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above-described premises and that same are free and clear of all liens and claims whatsoever, except, none.

and receive the compensation herein named.		appoint themselves as agent to execute the claim ave hereunto set their hands and seals this the
day of		,·
		Orlina R Andrews, Owner
		Jeffrey A Andrews, Owner
STATE OF	_)	
COUNTY OF) ss.	
	_ ′	
, 20 ,	personall	aid County as State, on this day of ly appeared
, to me known	n to be the ic	dentical person(s) who executed the within and
Foregoing instrument and acknowledged to voluntary act and deed for thee uses and purp		(they) executed the same as his (their) free and set fourth.
(SEAL)		
		Notary Public
My Commission Expires		



Right-of-Way Donation Agreement

This Right-of-Way Donation Agreement (this "**Agreement**") made this ____ day of _____, 2025, by, between and among the Lansdown Family Trust, and their successors and assigns ("**Lansdown**") and City of Bartlesville, Oklahoma, a municipal corporation ("**City**"),

WHEREAS, The City has plans to rehabilitate the bridge and approaches of Sunset Boulevard at Butler Creek; and

WHEREAS, The City currently has a 30.0' wide statutory Right-of-Way along the west side of the Lansdown' property described in and recorded in Book 1125, Pages 3022 in the office of the County Clerk of Washington County, Oklahoma, and requires a variable width total of between 40.0 to 75.0 feet of right-of-way east of the section line to facilitate the Sunset Boulevard bridge rehabilitation project; and

WHEREAS, The Lansdowns have fences, a gate, and other improvements on their property recorded in said Book and Page and desire the City to compensate for existing improvements to said property in return for deeding an additional said right-of-way that includes the 30.0 Feet of statutory right-of-way; and

WHEREAS, The City has identified the fence and gate quantities necessary to replace existing fencing on the remaining Andrews property;

NOW, THEREFORE, in consideration of the performance of the agreements, premises and covenants herein set forth, the parties to this Agreement hereby agree as follows:

- 1. The Lansdowns agree to deed to the City public right-of-way with a width varying from 40.0 feet to 75.0 feet that includes the 30.0 feet of statutory right-of-way on the east side of the wet section line of Section 2, Township 26 North, Range 12 East, said right-of-way being more particularly described in the Right-of-Way Deed included with this agreement.
- 2. The City will pay the Lansdowns \$14,012.00 to help with the replacement cost of installing fencing and a gate. Payment shall be made to the Lansdowns within 30 days of filing of the Right-of-Way Deed.
 - 3. The City shall not be responsible to install any portion of the fence or gate.
 - 4. The City shall not be responsible for future maintenance of the fence or gate installed.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly exect as of the date first written above.	cuted this Right-of-Way Donation Agreement
	City of Bartlesville, Oklahoma
	By
ATTEST:	

		James S. Curd Jr., Mayor
ATTEST:		
City Clerk		
	ACKNOWLEDGMENT	
STATE OF OKLAHOMA)) SS:	
COUNTY OF) 33.	
This instrument was ack James S. Curd Jr., as Mayor of the	nowledged before me on this day of e City of Bartlesville, Oklahoma.	, 20, by
	Notary Public	
My Commission Expires:		
My Commission Number:		
(SEAL)		

IN WITNESS WHEREOF, the parties hereto have duly	executed this Amended	and Restated	Right of	f Way
Donation Agreement as of the date first written above.				

			Lansdo	wn Family T	rust
		Ву	Robert La	nsdown, Trus	stee
		Ву	Cheryl La	nsdown, Trus	stee
	<u>ACKNOW</u>	<u>LEDGMENT</u>			
STATE OF OKLAHOMA COUNTY OF)) SS:				
This instrument was acknownike Quinn, as Manager of TMP P	owledged before a Properties LLC, an	me on this d Oklahoma limited	lay ofliability company.	, 20	_, by
My Commission Expires:	Not	ary Public			
My Commission Number:					
(SEAL)					

EXHIBIT "A"

RIGHT-OF-WAY LEGAL DESCRIPTION

[TO BE ATTACHED]

RIGHT-OF-WAY DEDICATION DEED

KNOWN ALL MEN BY THESE PRESENTS:

That the Lansdown Family Trust of Washington County, State of Oklahoma, herein called The Grantors (whether one or more), for consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient consideration, do hereby grant, bargain, sell, convey and dedicate unto the CITY OF BARTLESVILLE, the following described lots or parcels of land for the purpose of establishing thereon a public roadway or facilities necessary and incidental thereto, including all right, title and interest in and to the airspace, light and view above the surface of the lands, described herein:

A PART OF GOVERNMENT LOT 3 OF SECTION TWO (2), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE MERIDIAN, WASHINGTON COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE SOUTH 01°16'11" EAST AND ALONG THE WEST LINE OF SAID SECTION 2, FOR A DISTANCE OF 518.03 FEET; THENCE NORTH 88°43'49" EAST AND PERPENDICULAR TO SAID WEST LINE, FOR A DISTANCE OF 30.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°47'42" EAST, FOR A DISTANCE OF 45.00 FEET; THENCE SOUTH 1°16'11" EAST AND PARALLEL WITH SAID WEST LINE, FOR A DISTANCE OF 89.96 FEET; THENCE SOUTH 07°29'45" WEST, FOR A DISTANCE OF 229.68 FEET; THENCE SOUTH 88°47'42" WEST, FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 01°16'11" WEST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 317.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,292.42 SQUARE FEET OR 0.24 ACRES, MORE OR LESS.

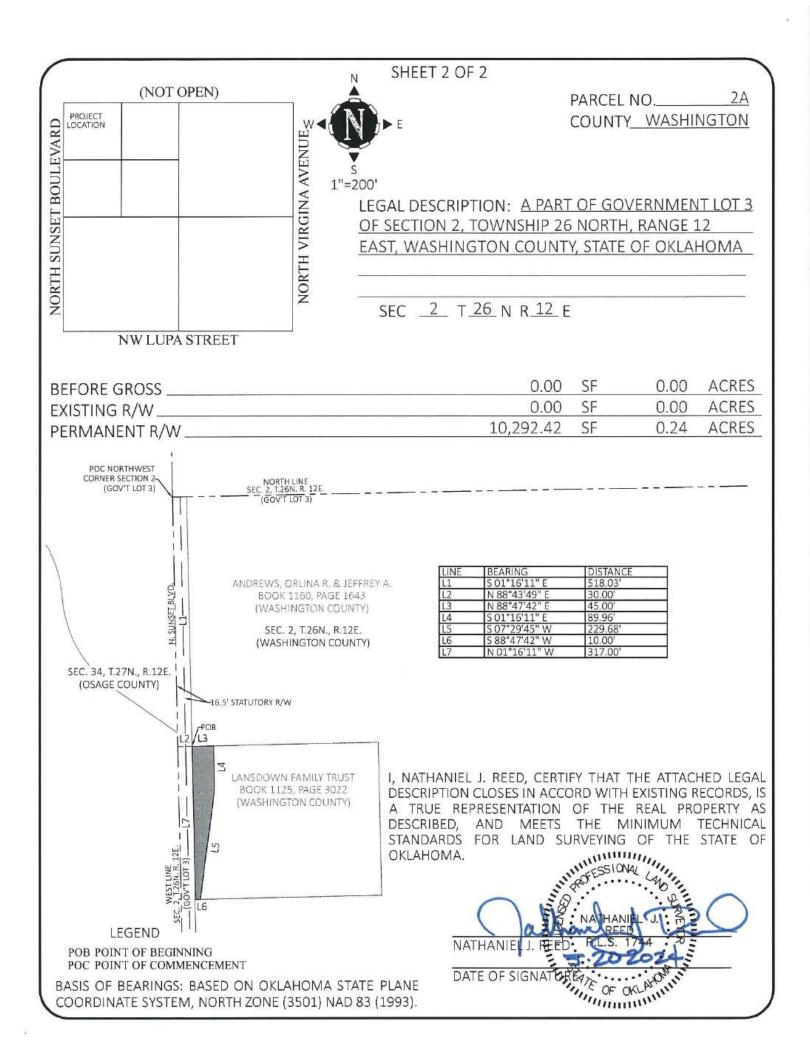
BASIS OF BEARINGS: BASED ON OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501) NAO 83 (1993).

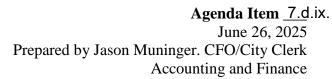
For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other materials.

To have and to hold said above described premises unto the said City of Bartlesville, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of public roadway and all roadway excavations, embankments, structures, bridges, drains, utilities, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public roadway and incidental facilities over, across, along or under the above described real estate; the supervision and control of said public roadway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said City of Bartlesville, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining, or regulating the use of said public roadway and incidental facilities.

Said Grantor hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above-described premises and that same are free and clear of all liens and claims whatsoever, except, none.

and receive the compensation herein named.		appoint themselves as agent to execute the claim ave hereunto set their hands and seals this the
day of		,·
		Jeffrey A Andrews, Owner
		Orlina R Andrews, Owner
STATE OF	_)	
COUNTY OF) ss.)	
, 20, to me known	personall n to be the ic me that he	aid County as State, on this day of ly appeared lentical person(s) who executed the within and (they) executed the same as his (their) free and set fourth.
(SEAL)		Notary Public
My Commission Expires		







I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Take action to approve the sixth Amendment to the tower/ground lease agreement between the City of Bartlesville and New Cingular Wireless PCS, LLC for a portion of property located in Washington County named SE Water Tower Bartlesville.

Attachments:

Sixth Amendment to the Tower/Ground Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

The City entered into an agreement with Cingular Wireless on May 20th 1996. The City and Cingular are now on the sixth Amendment of the original contract. This Amendment is only for the removal of 4 pieces of equipment and the addition of one piece of equipment.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends approval of the agreement.

Market: ROAR Cell Site Number: OKL00137

Cell Site Name: SE W/T BARTLESVILLE

Fixed Asset Number: 1001066

SIXTH AMENDMENT TO TOWER/GROUND LEASE AGREEMENT

THIS SIXTH AMENDMENT TO TOWER/GROUND LEASE AGREEMENT ("Sixth Amendment"), is dated to be effective as of the latter of the signature dates below, by and between City of Bartlesville, a Municipal corporation, having a mailing address of 401 S. Johnstone, Bartlesville, OK 74003 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Tenant").

WHEREAS, Landlord and Tenant entered into a Tower/Ground Lease Agreement dated May 20, 1996, First Amendment dated October 24, 2006, Second Amendment dated April 4, 2016, Third Amendment dated February 27, 2020, Fourth Amendment dated November 2, 2020, and as further amended by the Fifth Amendment dated August 29, 2023, by which Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at Washington County, Oklahoma, more particularly described on Exhibit "B-1"; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to comply with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

- **1. Additional Antennas.** In addition to the other antennas permitted in the Agreement, Landlord consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit "1-D". Landlord's execution of this Amendment will signify Landlords approval of Exhibit "1-D". Exhibit "1-D" hereby replaces Exhibit "1-C" to the Agreement.
- **2. No Additional Rent.** The parties agree that no addition rent shall be due from Tenant to Landlord hereunder.
- **3. Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge, and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
- **4.** Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

NOTICES. All notices, requests, demands and communications hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices shall be addressed to the parties as follows.

If to LANDLORD:	City of Bartlesville	If to IENANI:	New Cingular Wireless PCS, LLC
	401 S. Johnstone		Attn: TAG – LA
	Bartlesville, OK 74003		Re: Cell Site # _ OKL00137
			Cell Site Name: SE W/T Bartlesville (OK)
			Fixed Asset #: _10001066
			1025 Lenox Park Blvd NE
			3rd Floor
			Atlanta, GA 30319
		With copy to:	New Cingular Wireless PCS, LLC
			Attn: Legal Department
			Re: Cell Site # _OKL00137
			Cell Site Name: SE W/T Bartlesville (OK)
			Fixed Asset #: _10001066
			208 S. Akard Street
			Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided in this Section.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the latter of the signature dates below.

LANDLORD:	TENANT:
	New Cingular Wireless PCS, LLC,
City of Bartlesville, a Municipal corporation	a Delaware limited liability company
	By: AT&T Mobility Corporation
	Its: Manager
By:	By:
Print Name:	Print Name:
Its:	Its:
Date:	Date:

LANDLORD REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF)	
COUNTY OF)ss.)	
The foregoing instrument was acknowled, the	ged before me this day of of	201, by
Notary Seal		
	(Signature of Notary)	
	My Commission Expires:	
TENANT ACKNOWLEDGEMENT		
STATE OF COUNTY OF))ss.)	
The foregoing instrument was acknowled, the	ged before me this day of of AT&T Mob	201, by
Notary Seal		
	(Signature of Notary)	
	My Commission Expires:	

EXHIBIT 1-D

DESCRIPTION OF SCOPE OF WORK

Removing:

- (3) 80010891m
- (6) LGP 17502
- (6) 1 5/8" COAX
- (1) 3/8" RET

Adding:

(3) AIR6472 B77G B77M w/integrated RRUS

Final Configurations:

- (6) TPA65R-BU6D
- (3) AIR6472 B77G B77M w/integrated RRUS
- (3) RRUS-32 B30
- (3) 4478 B14
- (3) RRUS-32 B66A
- (3) 8843 B2/B66A
- (2) DC6-48-60-18-8F
- (1) DC6-48-60-18-8C-EV
- (2) .96" POWER
- (4) 3/4" POWER
- (3) 1/2" FIBER

Notes:

- 1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
- 2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
- 3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
- 4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

ATTACHMENT 1

MEMORANDUM OF LEASE

Prepared by:

CRB Companies, LLC Stormi Sanchez 825 N. Broadway, Suite 400 Oklahoma City, OK 73102

Return to:

New Cingular Wireless PCS, LLC 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319

RE: Cell Site# OKL00137

Cell Site Name: SE W/T Bartlesville Fixed Asset Number: 10001066

State: Oklahoma County: Washington

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of ______, 20___, by and between City of Bartlesville, OK, having a mailing address of 401 S. Johnstone, Bartlesville, OK 740036 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Tenant").

- 1. Landlord and Tenant entered into a Tower/Ground Lease Agreement dated May 20, 1996, First Amendment dated October 24, 2006, Second Amendment dated April 4, 2016, Third Amendment dated February 27, 2020, Fourth Amendment dated November 2, 2020, and as further amended by the Fifth Amendment dated August 29, 2023, for the purpose of installing, operating, and maintaining a communications facility and other improvements. All the foregoing is set forth in the Agreement.
- 2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with two (2) successive five (5) year options to renew.

- 3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit B-1** annexed hereto.
- 4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construct as amending or modifying, any of the terms, condition, or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provision of the Agreement, the provisions of the Agreementshall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease as of the day and year first above written.

LANDLORD:	TENANT:
	New Cingular Wireless PCS, LLC,
City of Bartlesville, a Municipal corporation	a Delaware limited liability company
	By: AT&T Mobility Corporation
	Its: Manager
_	_
By:	Ву:
Print Name:	Print Name:
Its:	Its:
Date:	Date:

LANDLORD REPRESENTATIVE ACKNOWLEDGEMENT STATE OF)ss. COUNTY OF _____ The foregoing instrument was acknowledged before me this ____ day of _____ 201__, by ____ _____, the _______ of _____ Notary Seal (Signature of Notary) My Commission Expires: TENANT ACKNOWLEDGEMENT STATE OF)ss. COUNTY OF _____ The foregoing instrument was acknowledged before me this ____ day of _____ 201__, by ____ _____, the ______ of AT&T Mobility Corporation. Notary Seal (Signature of Notary)

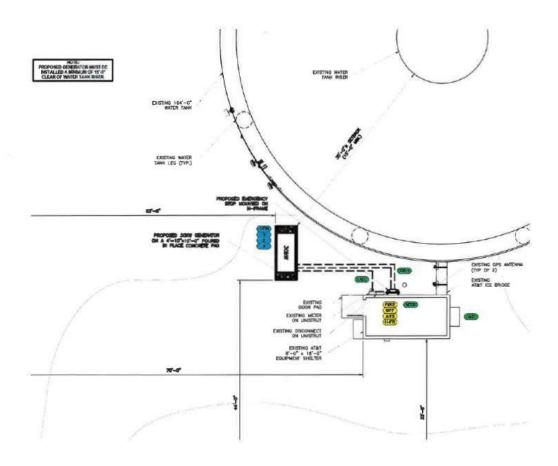
My Commission Expires:

EXHIBIT B-1

DESCRIPTION OF PREMISES Page 1 of 1

To the Memorandum of Lease dated _____ ___, 20__, by and between City of Bartlesville, OK as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

ADDITIONAL PREMISES AREA





Prepared by Greg Collins, Special Projects Manager Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Accept conveyance of 15 properties from the Washington County Treasurer's Office, such properties having not received a minimum reserve bid covering the amount of City liens on the properties, at the annual Washington County Tax Resale auction held on June 9, 2025, said City liens to be released on these properties:

1.	1408 SW Armstrong Ave.	6. 812 E. 8 th St.	11. 129 NW Santa Fe Ave.
2.	117 NW Cheyenne Ave.	7. 322 SW Penn Ave.	12. 127 NW Santa Fe Ave.
3.	405 NW Theodore Ave.	8. 712 NW Lupa St.	13. 213 NW Margarite Ave.
4.	115 NW Virginia Ave.	9. 501 SW Morton Ave.	14. 1724 W. 4 th St.
5.	1714 SW Jennings Ave.	10. 920 SW Maple Ave.	15. 513 SW Morton Ave.

Exhibit A: County Treasurer's Deeds.

II. STAFF COMMENTS AND ANALYSIS

Municipalities now have an optional procedure to recover city code enforcement abatement liens on certain property tax-delinquent properties that go to the annual county tax resale auction, pursuant to recent state legislation, HB 2361, effective November 1, 2023, amending Title 68 O.S. Section 3129 B. This amendment allows cities to require a reserve minimum bid in an amount covering the city's abatement costs, penalties and interest on such property. In the event the reserve minimum bid is not met at the auction, the property is bid off in the name of the municipality, for the amount of the forgone city liens that would have been paid to the City (special assessments), and the amount of delinquent real estate ad valorem taxes that would have been paid to the County (plus interest and penalties), had the reserve minimum been met. The back taxes and the special assessments for the city liens are written off. There is no money payment from the City to the County, or from the County to the City. The property is conveyed to the City by the County Treasurer by a county treasurer's deed. The City may then sell the property to recover all or part of the city's past abatement expense, or the City may hold the property for other purposes.

This year, the City requested a reserve minimum bid for 30 properties out of the 48 tax-delinquent properties at the auction held on June 19, 2025. Out of the 30 properties, 15 properties did not receive the City's required minimum bid. The Washington County Treasurer has provided Treasurer's Deeds to the City for those 15 properties, listed in Exhibit A. The Treasurer has deleted the real estate back taxes and the City lien amounts due (special assessments). After acceptance of these properties by City Council and recordation of the Treasurer's Deeds at the County Clerk's office, the City would release its liens on these properties.

III. RECOMMENDED ACTION

Staff recommends acceptance of the properties by the Treasurer's Deeds that are listed and compiled in Exhibit A, and the release of the City's liens on these properties.

¹ The normal minimum required bid is 2/3 of the assessed value of such real estate, or the total amount of taxes, penalties, interest and costs due, whichever is less. 68 O.S. § 3129 B.

EXHIBIT A—List of Properties with Treasurer's Deeds to be Conveyed to the City

			Street Name	Legal	Description	Zoning
1.	1408	SW	Armstrong Ave	LOT 18, BLOCK 7, GRANDVIEW ADDN	Vacant Lot	Single-Family Residential RS-5
2.	117	NW	Cheyenne Ave	LOT 8, BLOCK 2, OVERLEES ADDN	Vacant Lot	Single-Family Residential RS-5
3.	405	NW	Theodore Ave	LOTS 4 & 5, BLOCK 3, PEMBERTON PLACE	Vacant Lot	Single-Family Residential RS-5
4.	115	NW	Virginia Ave	LOTS 8 & 9, BLOCK 4, GEO B KEELER 2 ND	Vacant Lot	Single-Family Residential RS-5
5.	1714	SW	Jennings Ave	LOT 16, BLOCK 8, W.W. JONES ADDN	Vacant Lot	Single-Family Residential RS-5
6.	812	Е	8 th St.	LOT 7, BLOCK 7, GILKEY'S ADDN	Vacant Lot	Single-Family Residential RS-5
7.	322	SW	Penn Ave	LOT 10, BLOCK 4, TAYLOR'S ADDN	Vacant Lot	Single-Family Residential RS-5
8.	712	NW	Lupa St.	LOT 9, BLOCK 3, FEDERAL HOMES ADDN	Vacant Lot	Single-Family Residential RS-5
9.	501	SW	Morton Ave	N 100' LOT 1, BLOCK 4, TERRAPIN ADDN	Vacant Lot	Single-Family Residential RS-5
10.	920	SW	Maple Ave	LOT 6, BLOCK 20, GILKEY'S ADDN	Vacant Lot	Single-Family Residential RS-5
11.	129	NW	Santa Fe Ave	LOT 3, BLOCK 1, OVERLEES 2 ND	Vacant Lot	Single-Family Residential RS-5
12.	127	NW	Santa Fe Ave	LOT 4, BLOCK 1, OVERLEES 2 ND	Vacant Lot	Single-Family Residential RS-5
13.	213	NW	Margarite Ave	LOT 5, BLOCK 3, BARTLESVILLE ZINC	Vacant Lot	Single-Family Residential RS-5
14.	1724	W	4 th St	LOT 14, BLOCK 1, COMMERCIAL CLUB	Vacant Lot	Single-Family Residential RS-5
15.	513	SW	Morton Ave	LOT 6, BLOCK 4, TERRAPIN ADDN	Vacant Lot	Single-Family Residential RS-5

1408 S. Armstrong Ave

COUNTY TREASURER'S RESALE DEED (INDIVIDUAL)

	WHEREAS,	MELISSA THORNB	RUGH		, Co	ounty Treasurer	
of	WASHINGTON	COUNTY	, State of C	klahoma, on	Jun	e 9, 2025	
sold			ovided by law, at tax re				<u>-</u>
bid ir	n for CITY	OF BARTLESVILLE,	401 S JOHNSTONE A	VE BARTLESVILL	E, OK 74003		
the i		after described, and					_
	WHEREAS, all	proceedings, notices a	and duties provided, red	quired and imposed I	ov law prereguisit	te to the vestina	of authority
in sa			ale deed have been foll			_	
	WHEREAS, the	saidMELISSA TH	ORNBRUGH			County Tre	asurer
is no			y to execute this resale				230101
			ade onJı				
			IORNBRUGH			, the Tre	asurer of
-	WASHINGTON C	OUNTY	, of the first pa	rt, and <u>CITY OF B</u>	ARTLESVILLE		
			party of the first part fo	r and in consideratio	n of the premises	s and the total s	um
	to-wit 12						
hath	granted, bargaine	d and sold, and by the	se presents doth gran	t, bargain, sell and c	onvey to the said	party of the sec	cond part,
his (c	or her) heirs, exec	utors, administrators, a	and assigns, forever, th	ne following seperate	ly described trac	ts, parcels, or lo	ts of
land :	so sold seperately	and singly for the am	ount bid in the total su	m set opposite each,	all of said tracts	, parcels, or lots	of land
being	located in WAS	SHINGTON COUNTY	, Oklai	noma to-wit:			
DES	CRIPTION		City, Town or Su	 -	Two or Blk	Pro or lot	Amount (Bid
-	CRIPTION BLK 7 GRANDVIEW	ADDN	City, Town or Su BaseID BARTLESVILLE	bdivision Sec.	Twp. or Blk.	Rng. or Lot	(Bid on each)
-	CRIPTION BLK 7 GRANDVIEW	ADDN	BaseID	 -	Twp. or Blk.	Rng. or Lot	(Bid
-	BLK 7 GRANDVIEW		BARTLESVILLE 12072	Sec.			(Bid on each) 12,392.44
LOT 18	BLK 7 GRANDVIEW To have and to h	old said tracts and par	BaseID BARTLESVILLE 12072 rcels of land with the a	Sec.	belonging to sa	id party of the s	(Bid on each) 12,392.44 econd
LOT 18	BLK 7 GRANDVIEW To have and to his (or her) heirs,	old said tracts and par executors, administrate	BaseID BARTLESVILLE 12072 rcels of land with the a ors and assigns, forework.	Sec.	belonging to sa	id party of the s	(Bid on each) 12,392.44 econd
LOT 18	BLK 7 GRANDVIEW To have and to his (or her) heirs,	old said tracts and par	BaseID BARTLESVILLE 12072 rcels of land with the a ors and assigns, forework.	Sec.	belonging to sa	id party of the s	(Bid on each) 12,392.44 econd
part, Coun	BLK 7 GRANDVIEW To have and to hhis (or her) heirs, ty is empowered by	old said tracts and par executors, administrate by law to sell the same	BaseID BARTLESVILLE 12072 rcels of land with the a ors and assigns, forevies.	Sec. ppurtenances theretoer, in as full and amp	belonging to sa le manner as the	id party of the se said Treasurer	(Bid on each) 12,392.44 econd of said
part, l Coun	BLK 7 GRANDVIEW To have and to his (or her) heirs, ty is empowered by testimony whereous	old said tracts and par executors, administrate by law to sell the same	BaseID BARTLESVILLE 12072 rcels of land with the a ors and assigns, forework.	Sec. ppurtenances theretoer, in as full and amp	belonging to sa le manner as the	id party of the se said Treasurer	(Bid on each) 12,392.44 econd of said
part, l Coun	BLK 7 GRANDVIEW To have and to his (or her) heirs, ty is empowered by testimony whereous	nold said tracts and par executors, administrate by law to sell the same f, the Treasurer of said	BaseID BARTLESVILLE 12072 rcels of land with the a ors and assigns, forevies.	Sec. ppurtenances theretoer, in as full and amp	belonging to sa le manner as the	id party of the se said Treasurer	(Bid on each) 12,392.44 econd of said
part, l Coun	BLK 7 GRANDVIEW To have and to his (or her) heirs, ty is empowered by testimony whereous	nold said tracts and par executors, administrate by law to sell the same f, the Treasurer of said	BaseID BARTLESVILLE 12072 rcels of land with the a ors and assigns, forevies.	Sec. ppurtenances theretoer, in as full and amp	belonging to sa le manner as the	id party of the se said Treasurer	(Bid on each) 12,392.44 econd of said
part, l Coun	BLK 7 GRANDVIEW To have and to his (or her) heirs, ty is empowered by testimony whereous and seal the day in the seal the s	nold said tracts and par executors, administrate by law to sell the same f, the Treasurer of said	BaseID BARTLESVILLE 12072 rcels of land with the a ors and assigns, forevies.	Sec. ppurtenances theretoer, in as full and amp	belonging to sa le manner as the	id party of the se said Treasurer ahoma, has set	(Bid on each) 12,392.44 econd of said
part, Coun	BLK 7 GRANDVIEW To have and to his (or her) heirs, ty is empowered by testimony whereous and seal the day in the seal the s	nold said tracts and par executors, administrate by law to sell the same f, the Treasurer of said	BaseID BARTLESVILLE 12072 rcels of land with the a ors and assigns, forever.	Sec. ppurtenances theretoer, in as full and amp	belonging to sa le manner as the , State of Okl	id party of the so said Treasurer ahoma, has set	(Bid on each) 12,392.44 econd of said
part, Coun	To have and to his (or her) heirs, ty is empowered bettestimony whereound seal the day: THE45	nold said tracts and par executors, administrate by law to sell the same f, the Treasurer of said	BaseID BARTLESVILLE 12072 rcels of land with the a ors and assigns, forever.	Sec. ppurtenances theretoer, in as full and amp	belonging to sa le manner as the , State of Okl	id party of the so said Treasurer ahoma, has set	(Bid on each) 12,392.44 econd of said
part, Coun	To have and to his (or her) heirs, ty is empowered bettestimony whereound seal the day: THE45	nold said tracts and par executors, administrate by law to sell the same f, the Treasurer of said	BaseID BARTLESVILLE 12072 rcels of land with the a ors and assigns, forever.	Sec. ppurtenances theretoer, in as full and amp	belonging to sa le manner as the , State of Okl	id party of the so said Treasurer ahoma, has set	(Bid on each) 12,392.44 econd of said his (or her)

ACKNOWLEDGMENT

STATE OF OKLAHOMA	1
WASHINGTON COUNTY	ss.
Before me, the undersigned, a Notar	y Public, within and for the above named County and State, on June 9, 2025
personally appearedMELISSA 1	
to me known to be the County Treasure	r of, Oklahoma, and the
identical person who executed the wi	thin and foregoing instrument and conveyance of land, and acknowledged to me that
he or she executed the same in his or he	er capacity as County Treasurer of <u>WASHINGTON COUNTY</u> , Oklahoma
as his or her free and voluntary act and	deed as such, and as the free and voluntary act and deed of <u>WASHINGTON COUNTY</u>
and the State of Oklahoma, for the	uses and purposes therein set forth.
Witness my hand and notar	rial seal the day and year above written.
(SEAL)	Notary Public
A	(Or County Clerk)
My commission expires	11, 2021
OFFICIAL OFFI	-
OFFICIAL SEAL JENNIFER WINGO NOTARY PUBLIC OKLAHOMA	No
COMM EXP. 04-14-26/27 COMM. NO. 03005502	
10. 03005502	
	COUNTY TREASURER'S RESALE TAX DEED
	FROMCOUNTY
	STATE OF OKLAHOMA
	ТО
,	
,	
ğ	
	STATE OF OKLAHOMA, ss.
	County
	- >
	Filed in the office of County Clerk for record
	on this day of
	at, and recorded in
1	Book of on page
	County Clerk
	By Deputy
:	======================================

117 NW Cheyenne Ave

COUNTY TREASURER'S RESALE DEED (INDIVIDUAL)

WHEREAS,MELISSA T	HORNBRUGH		, Co	unty Treasurer	
ofWASHINGTON COUNTY_	, State of Oklahoma, or	n	June	9, 2025	x
sold seperately and singly, in the ma	nner provided by law, at tax resale and	GREG COL	LINS	_	
	SVILLE, 401 S JOHNSTONE AVE BARTI				
the real estate hereinafter described					== :
WHEREAS, all proceedings, r	notices and duties provided, required and in	mposed by I	aw prerequisite	e to the vesting	of authority
	this resale deed have been followed, given				
WHEREAS, the said <u>MELI</u>	SSA THORNBRUGH			, County Tre	asurer
is now by law vested with power and	authority to execute this resale deed,				
	enture made on June 9, 2025				
the State of Oklahoma, by <u>MEL</u>	ISSA THORNBRUGH			, the Tre	asurer of
WASHINGTON COUNTY	of the first part, andCl	TY OF BAR	TLESVILLE		
of the Second part, witnesseth, that spaid, to-wit	the said party of the first part for and in cor	nsideration o	f the premises	and the total s	um
hath granted, bargained and sold, ar	nd by these presents doth grant, bargain, s	sell and conv	ey to the said	party of the sec	cond part,
his (or her) heirs, executors, adminis	trators, and assigns, forever, the following	seperately of	lescribed tract	s, parcels, or lo	ts of
land so sold senerately and singly fo	r the amount bid in the total sum set oppos	site each, all	of said tracts,	parcels, or lots	of land
faile 30 30id 3cpcratcry and singly to	i the amount bid in the total sum set oppos	one each, an	•	P-11	
, , ,	OUNTY, Oklahoma to-wit:		,	F	
	•		·	F ancolo ₁ or rote	
	OUNTY , Oklahoma to-wit:		,	F	Amount
, , ,	•	:	wp. or Blk.	Rng. or Lot	
being located in WASHINGTON Co	OUNTY , Oklahoma to-wit: <u>City, Town or Subdivision</u>	:			Amount (Bid
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND	OUNTY , Oklahoma to-wit: City, Town or Subdivision BaseID BARTLESVILLE	Sec. 1	wp. or Blk.	Rng. or Lot	Amount (Bid on each) 10,638.46
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracts	OUNTY , Oklahoma to-wit: City, Town or Subdivision BaseID BARTLESVILLE 24310	Sec. 1	wp. or Blk.	Rng. or Lot	Amount (Bid on each) 10,638.46
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracts	City, Town or Subdivision BaseID BARTLESVILLE 24310 s and parcels of land with the appurtenance ministrators and assigns, forever, in as full	Sec. 1	wp. or Blk.	Rng. or Lot	Amount (Bid on each) 10,638.46
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracte part, his (or her) heirs, executors, add	City, Town or Subdivision BaseID BARTLESVILLE 24310 s and parcels of land with the appurtenance ministrators and assigns, forever, in as full	Sec. 1	wp. or Blk.	Rng. or Lot	Amount (Bid on each) 10,638.46
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracts part, his (or her) heirs, executors, ad County is empowered by law to sell to	City, Town or Subdivision BaseID BARTLESVILLE 24310 s and parcels of land with the appurtenance ministrators and assigns, forever, in as full	Sec. 1 es thereto b and ample	wp. or Blk. elonging to sai	Rng. or Lot d party of the s said Treasurer	Amount (Bid on each) 10,638.46 econd of said
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracts part, his (or her) heirs, executors, ad County is empowered by law to sell to	City, Town or Subdivision BaseID BARTLESVILLE 24310 s and parcels of land with the appurtenance ministrators and assigns, forever, in as full the same. er of said County of WASHINGTON C	Sec. 1 es thereto b and ample	wp. or Blk. elonging to sai	Rng. or Lot d party of the s said Treasurer	Amount (Bid on each) 10,638.46 econd of said
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracter part, his (or her) heirs, executors, ad County is empowered by law to sell to the law to sell the self-based on the self	City, Town or Subdivision BaseID BARTLESVILLE 24310 s and parcels of land with the appurtenance ministrators and assigns, forever, in as full the same. er of said County of WASHINGTON C	Sec. 1 es thereto b and ample	wp. or Blk. elonging to sai	Rng. or Lot d party of the s said Treasurer	Amount (Bid on each) 10,638.46 econd of said
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracter part, his (or her) heirs, executors, ad County is empowered by law to sell to the law to sell the self-based on the self	City, Town or Subdivision BaseID BARTLESVILLE 24310 s and parcels of land with the appurtenance ministrators and assigns, forever, in as full the same. er of said County of WASHINGTON C	Sec. 1 es thereto b and ample	elonging to sai manner as the	Rng. or Lot d party of the said Treasurer	Amount (Bid on each) 10,638.46 econd of said
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracter part, his (or her) heirs, executors, ad County is empowered by law to sell to the law to sell the self-based on the self	City, Town or Subdivision BaseID BARTLESVILLE 24310 s and parcels of land with the appurtenance ministrators and assigns, forever, in as full the same. er of said County of WASHINGTON C	Sec. 1 es thereto b and ample	wp. or Blk. elonging to sai	Rng. or Lot d party of the said Treasurer	Amount (Bid on each) 10,638.46 econd of said
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracts part, his (or her) heirs, executors, ad County is empowered by law to sell to the self that the self that and seal the day and year afore the self that the	City, Town or Subdivision BaseID BARTLESVILLE 24310 s and parcels of land with the appurtenance ministrators and assigns, forever, in as full the same. er of said County of WASHINGTON Coesaid.	Sec. 1 es thereto b and ample	elonging to sai manner as the	Rng. or Lot d party of the s said Treasurer ahoma, has set	Amount (Bid on each) 10,638.46 econd of said
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracte part, his (or her) heirs, executors, ad County is empowered by law to sell to the line testimony whereof, the Treasure hand and seal the day and year afore	City, Town or Subdivision BaseID BARTLESVILLE 24310 s and parcels of land with the appurtenance ministrators and assigns, forever, in as full the same. er of said County of WASHINGTON Coesaid.	Sec. 1 es thereto b and ample	elonging to sai manner as the	Rng. or Lot d party of the s said Treasurer ahoma, has set	Amount (Bid on each) 10,638.46 econd of said
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracts part, his (or her) heirs, executors, ad County is empowered by law to sell to the line testimony whereof, the Treasure hand and seal the day and year afore ATTEST:	City, Town or Subdivision BaseID BARTLESVILLE 24310 s and parcels of land with the appurtenance ministrators and assigns, forever, in as full the same. er of said County of WASHINGTON Coesaid.	Sec. 1 es thereto b and ample	elonging to sai manner as the	Rng. or Lot d party of the s said Treasurer ahoma, has set	Amount (Bid on each) 10,638.46 econd of said his (or her)
DESCRIPTION LOT 8 BLK 2 OVERLEES 2ND To have and to hold said tracts part, his (or her) heirs, executors, ad County is empowered by law to sell to the self that the self that and seal the day and year afore ATTEST:	City, Town or Subdivision BaseID BARTLESVILLE 24310 s and parcels of land with the appurtenance ministrators and assigns, forever, in as full the same. er of said County of WASHINGTON Coesaid.	Sec. 1 es thereto b and ample	elonging to sai manner as the	Rng. or Lot d party of the said Treasurer ahoma, has set	Amount (Bid on each) 10,638.46 econd of said his (or her)

ACKNOWLEDGMENT

STATE OF OKLAHOMA	l an	
WASHINGTON COUNTY	ss.	
Before me, the undersigned, a Nota	ary Public, within and for the above named County and State, on	June 9, 2025
personally appearedMELISSA	THORNBRUGH	
to me known to be the County Treasur	rer ofWASHINGTON COUNTY	, Oklahoma, and the
identical person who executed the	within and foregoing instrument and conveyance of land, and acknown	owledged to me that
he or she executed the same in his or	her capacity as County Treasurer of <u>WASHINGTON COUNTY</u>	, Oklahoma
as his or her free and voluntary act and	d deed as such, and as the free and voluntary act and deed of <u>WAS</u>	SHINGTON COUNTY
and the State of Oklahoma, for the	uses and purposes therein set forth.	
Witness my hand and not	arial seal the day and year above written.	
(SEAL)		Notary Public (Or County Clerk)
My commission expires	14, 2027	
OFFICIAL SEAL		
JENNIFER WING	No	
COMM EXP. 04-14-20 COMM. NO. 0300550	JMA (2-7)	
1.0.0300350		
	COUNTY TREASURER'S RESALE TAX DEED	
	FROMCOUNTY	
	STATE OF OKLAHOMA	
	ТО	
	·	
		
	*	
	STATE OF OKLAHOMA,	
	STATE OF OKLAHOMA,County	
	Filed in the office of County Clerk for record	
	on this day of	
	at and recorded in	
	Book of on page	
	County Clerk	
	By Deputy	

405 NW Theodore Ave

COUNTY TREASURER'S RESALE DEED (INDIVIDUAL)

	WHEREAS,	MELISSA THOP	MBROGIT	, County Treasurer
of	WASHINGTO	N COUNTY	s State of Oklahoma, on	June 9, 2025
sold s	eperately and s	ingly, in the manne	r provided by law, at tax resale andGRE	G COLLINS
			LE, 401 S JOHNSTONE AVE BARTLESV	
		nafter described, an		
	WHEREAS, al	l proceedings, notic	es and duties provided, required and impos	sed by law prerequisite to the vesting of aut
in said			resale deed have been followed, given, con	
	WHEREAS, th	e said MELISSA	THORNBRUGH	, County Treasurer
is nov	by law vested	with power and auth	hority to execute this resale deed,	
	NOW, THERE	FORE, this indentur	re made on June 9, 2025	bet
the St	ate of Oklahom	a, by <u>MELISSA</u>	1 THORNBRUGH	, the Treasurer
\	NASHINGTON	COUNTY	, of the first part, and <u>CITY O</u>	F BARTLESVILLE
of the	Second part, w	itnesseth, that the s	said party of the first part for and in conside	ration of the premises and the total sum
paid, 1	to-wit2	0,769.13	-	
hath g	ıranted, bargain	ed and sold, and by	these presents doth grant, bargain, sell a	nd convey to the said party of the second p
his (o	her) heirs, exe	cutors, administrato	ors, and assigns, forever, the following sepe	erately described tracts, parcels, or lots of
land s	o sold seperate	ly and singly for the	amount bid in the total sum set opposite e	ach, all of said tracts, parcels, or lots of lan
being	located in WF	SHINGTON COUN	ITY, Oklahoma to-wit:	
			City, Town or Subdivision	Amo
DESC	RIPTION			Bid) ec. Twp. or Blk. Rng. or Lot on e
OTS 4	& 5 BLK 3 PEMBE	RTON PLACE	BARTLESVILLE 17354	20
	T- 1	hadd a state and	december 1 and 20 the second assessment	
nart h			d parcels of land with the appurtenances the	
		i by law to sell the s		ample manner as the said Treasurer of said
Oodin	y is empowered	by law to sell the s	arrie.	
In t	estimony where	of, the Treasurer of	said County of WASHINGTON COUN	ITY , State of Oklahoma, has set his (or
				NTY, State of Oklahoma, has set his (or
		of, the Treasurer of y and year aforesaid		ITY, State of Oklahoma, has set his (or
				NTY, State of Oklahoma, has set his (or
hand a	and seal the day			ITY, State of Oklahoma, has set his (or state of Oklahoma). STATE OF OKLAHOMA
hand a	and seal the day			
hand a	ST:		d.	STATE OF OKLAHOMA
hand a	ST:		d.	state of oklahoma
hand a	ST:		d.	STATE OF OKLAHOMA

ACKNOWLEDGMENT

STATE OF OKLAHOMA	l	
WASHINGTON COUNTY	ss.	
Before me, the undersigned, a Nota	ry Public, within and for the above named County and State, on	June 9, 2025
personally appearedMELISSA	THORNBRUGH	
to me known to be the County Treasure	er ofWASHINGTON COUNTY	, Oklahoma, and the
identical person who executed the v	vithin and foregoing instrument and conveyance of land, and ackno	wledged to me that
he or she executed the same in his or t	ner capacity as County Treasurer of <u>WASHINGTON COUNTY</u>	, Oklahoma
as his or her free and voluntary act and	deed as such, and as the free and voluntary act and deed ofWAS	HINGTON COUNTY
and the State of Oklahoma, for the	uses and purposes therein set forth.	
Witness my hand and note	arial seal the day and year above written.	
(SEAL)		Notary Public
	14, 2027	(Or County Clerk)
My commission expires A	7021	
OFFICIAL SE	_===	
JENNIFER WIN	No	
COMM EXP. 04-14- COMM. NO. 03005	1971-7	
	302	
	COUNTY TREASURER'S	
	RESALE TAX DEED	
	FROM COUNTY	
	STATE OF OKLAHOMA	
	ТО	
	STATE OF OKLAHOMA, $\int_{ss.}$	
	STATE OF ORLAHOIVIA, Ss.	
	Filed in the office of County Clerk for record	
	on this day of	
	at, and recorded in	
	Book of on page	
	County Clerk By Deputy	
	Deputy	

115 NW Virginia Ave

of WASHINGTON COUNTY		, County Treasurer
01	, State of Oklahoma, on	June 9, 2025
sold seperately and singly, in the manner provided	d by law, at tax resale and GREG CO	LINS
bid in for CITY OF BARTLESVILLE, 401 S		
the real estate hereinafter described, and		
WHEREAS, all proceedings, notices and du	uties provided required and imposed by	law prerequisite to the vesting of authority
in said County Treasurer to execute this resale de		
·		
WHEREAS, the saidMELISSA THORN is now by law vested with power and authority to e		, County Treasurer
NOW, THEREFORE, this indenture made of		, between
the State of Oklahoma, by MELISSA THORN		
WASHINGTON COUNTY		
of the Second part, witnesseth, that the said party paid, to-wit hath granted, bargained and sold, and by these processes and sold in the said party paid.		
his (or her) heirs, executors, administrators, and a		
land so sold seperately and singly for the amount		
being located in WASHINGTON COUNTY		,
	·	
	OV. T. O. L. II. Inlant	Amount
	City, Town or Subdivision	(Bid
DESCRIPTION	BaselD Sec.	Twp. or Blk. Rng. or Lot on each)
OTS 8 & 9 BLK 4 GEO B KEELER 2ND	BARTLESVILLE 13566	Twp. or Blk. Rng. or Lot on each) 14,435.4
OTS 8 & 9 BLK 4 GEO B KEELER 2ND	BARTLESVILLE 13566	14,435.
OTS 8 & 9 BLK 4 GEO B KEELER 2ND	BARTLESVILLE 13566 s of land with the appurtenances thereto	14,435.4 belonging to said party of the second
To have and to hold said tracts and parcels part, his (or her) heirs, executors, administrators a	BARTLESVILLE 13566 s of land with the appurtenances thereto	14,435.4 belonging to said party of the second
OTS 8 & 9 BLK 4 GEO B KEELER 2ND	BARTLESVILLE 13566 s of land with the appurtenances thereto	14,435.4 belonging to said party of the second
To have and to hold said tracts and parcels part, his (or her) heirs, executors, administrators a	BARTLESVILLE 13566 s of land with the appurtenances thereto and assigns, forever, in as full and ample	14,435.6 belonging to said party of the second e manner as the said Treasurer of said
To have and to hold said tracts and parcels part, his (or her) heirs, executors, administrators a County is empowered by law to sell the same. In testimony whereof, the Treasurer of said County is empowered by the treasurer of said County is emp	BARTLESVILLE 13566 s of land with the appurtenances thereto and assigns, forever, in as full and ample	14,435.6 belonging to said party of the second e manner as the said Treasurer of said
To have and to hold said tracts and parcels part, his (or her) heirs, executors, administrators a County is empowered by law to sell the same.	BARTLESVILLE 13566 s of land with the appurtenances thereto and assigns, forever, in as full and ample	14,435.6 belonging to said party of the second e manner as the said Treasurer of said
To have and to hold said tracts and parcels part, his (or her) heirs, executors, administrators a County is empowered by law to sell the same. In testimony whereof, the Treasurer of said County is empowered by the treasurer of said County is emp	BARTLESVILLE 13566 s of land with the appurtenances thereto and assigns, forever, in as full and ample unty of	14,435.6 belonging to said party of the second manner as the said Treasurer of said, State of Oklahoma, has set his (or her)
To have and to hold said tracts and parcels part, his (or her) heirs, executors, administrators a County is empowered by law to sell the same. In testimony whereof, the Treasurer of said County is empowered by the treasurer of said County is emp	BARTLESVILLE 13566 s of land with the appurtenances thereto and assigns, forever, in as full and ample unty of	14,435.6 belonging to said party of the second e manner as the said Treasurer of said
To have and to hold said tracts and parcels part, his (or her) heirs, executors, administrators a County is empowered by law to sell the same. In testimony whereof, the Treasurer of said Conhand and seal the day and year aforesaid.	BARTLESVILLE 13566 s of land with the appurtenances thereto and assigns, forever, in as full and ample unty of	14,435.6 belonging to said party of the second manner as the said Treasurer of said, State of Oklahoma, has set his (or her)
To have and to hold said tracts and parcels part, his (or her) heirs, executors, administrators a County is empowered by law to sell the same. In testimony whereof, the Treasurer of said Conhand and seal the day and year aforesaid. ATTEST:	BARTLESVILLE 13566 s of land with the appurtenances thereto and assigns, forever, in as full and ample unty of	14,435.6 belonging to said party of the second manner as the said Treasurer of said, State of Oklahoma, has set his (or her)
To have and to hold said tracts and parcels part, his (or her) heirs, executors, administrators a County is empowered by law to sell the same. In testimony whereof, the Treasurer of said Conhand and seal the day and year aforesaid.	BARTLESVILLE 13566 s of land with the appurtenances thereto and assigns, forever, in as full and ample unty of	14,435.6 belonging to said party of the second manner as the said Treasurer of said, State of Oklahoma, has set his (or her)

STATE OF OKLAHOMA	
WASHINGTON COUNTY ss.	
Before me, the undersigned, a Notary Public, within and for the above named County and State, on	June 9, 2025
personally appearedMELISSA THORNBRUGH	
to me known to be the County Treasurer of WASHINGTON COUNTY, Okl	ahoma, and the
identical person who executed the within and foregoing instrument and conveyance of land, and acknowledge	jed to me that
he or she executed the same in his or her capacity as County Treasurer of <u>WASHINGTON COUNTY</u>	, Oklahoma
as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed ofWASHING	TON COUNTY
and the State of Oklahoma, for the uses and purposes therein set forth.	
Witness my hand and notarial seal the day and year above written.	
(SEAL) My commission expires April 14, 2027	Notary Public (Or County Clerk)
OFFICIAL SEAL No	
NOTARY PUBLIC OKLAHOMA COMM EXP. 04-14-16-27	
COUNTY TREASURER'S	
RESALE TAX DEED	
FROM COUNTY	
STATE OF OKLAHOMA	
TO	
STATE OF OKLAHOMA, ss.	
ss.	
Filed in the office of County Clerk for record	
on this day of	
at, and recorded in	
Book of on page	
County Clerk	
By Deputy	
•	

1714 SW Jennings Ave

WHEREAS,	MELISSA THORNBRUGH			_, County Treasurer	
of WASHINGTON	COUNTY	_ , State of Oklahoma, on _		June 9, 2025	
	ngly, in the manner provided by				
	OF BARTLESVILLE, 401 S JOI	3			
the real estate hereina					-
WHEREAS, all	proceedings, notices and duties	provided, required and imp	osed by law prere	auisite to the vestina	of authority
	rer to execute this resale deed h			_	,
WHEREAS, the	saidMELISSA THORNBRU	GН		County Trea	asurer
is now by law vested w	vith power and authority to execu			•	
	ORE, this indenture made on _				_, between
	, by <u>MELISSA THORNBRU</u>				asurer of
WASHINGTON C	COUNTY	of the first part, and <u>CITY</u>	OF BARTLESVIL	LE	
	nesseth, that the said party of th	e first part for and in consid	leration of the pre	mises and the total su	ım
paid, to-wit15					
	d and sold, and by these presen	-	*		•
	utors, administrators, and assigr				
	and singly for the amount bid ir	• •	each, all of said to	racts, parcels, or lots	of land
being located in WAS	SHINGTON COUNTY	, Oklahoma to-wit:			
					A
DESCRIPTION		Town or Subdivision			Amount (Bid
DESCRIPTION	Base	ID	Sec. Twp. or E	Blk. Rng. or Lot	(Bid on each)
DESCRIPTION LOT 16 BLK 8 W W JONES	Base	ID ESVILLE	Sec. Twp. or E	Blk. Rng. or Lot	(Bid
LOT 16 BLK 8 W W JONES	ADDN BARTL 21808	ESVILLE	·	#98F)	(Bid on each) 15,009.05
LOT 16 BLK 8 W W JONES	ADDN BARTL 21808 nold said tracts and parcels of la	ESVILLE ind with the appurtenances	thereto belonging	to said party of the se	(Bid on each) 15,009.05
To have and to h	ADDN BARTL 21808	ESVILLE ind with the appurtenances	thereto belonging	to said party of the se	(Bid on each) 15,009.05
To have and to h	ADDN BARTL 21808 nold said tracts and parcels of la executors, administrators and as	ESVILLE ind with the appurtenances	thereto belonging	to said party of the se	(Bid on each) 15,009.05
To have and to he part, his (or her) heirs, County is empowered by	ADDN BARTL 21808 nold said tracts and parcels of la executors, administrators and as	ID ESVILLE nd with the appurtenances ssigns, forever, in as full an	thereto belonging d ample manner a	to said party of the se as the said Treasurer	(Bid on each) 15,009.05 econd of said
To have and to he part, his (or her) heirs, County is empowered by	ADDN BARTL 21808 nold said tracts and parcels of la executors, administrators and act by law to sell the same. f, the Treasurer of said County of	ID ESVILLE nd with the appurtenances ssigns, forever, in as full an	thereto belonging d ample manner a	to said party of the se as the said Treasurer	(Bid on each) 15,009.05 econd of said
To have and to he part, his (or her) heirs, County is empowered in testimony whereo	ADDN BARTL 21808 nold said tracts and parcels of la executors, administrators and act by law to sell the same. f, the Treasurer of said County of	ID ESVILLE nd with the appurtenances ssigns, forever, in as full an	thereto belonging d ample manner a	to said party of the se as the said Treasurer	(Bid on each) 15,009.05 econd of said
To have and to he part, his (or her) heirs, County is empowered in testimony whereo	ADDN BARTL 21808 nold said tracts and parcels of la executors, administrators and act by law to sell the same. f, the Treasurer of said County of	ID ESVILLE nd with the appurtenances ssigns, forever, in as full an	thereto belonging d ample manner a JNTY, State o	to said party of the se as the said Treasurer of Oklahoma, has set	(Bid on each) 15,009.05 econd of said
To have and to he part, his (or her) heirs, County is empowered in testimony whereo	ADDN BARTL 21808 nold said tracts and parcels of la executors, administrators and act by law to sell the same. f, the Treasurer of said County of	ID ESVILLE nd with the appurtenances ssigns, forever, in as full an	thereto belonging d ample manner a JNTY, State o	to said party of the se as the said Treasurer	(Bid on each) 15,009.05 econd of said
To have and to he part, his (or her) heirs, County is empowered hand and seal the day ATTEST:	ADDN BARTL 21808 nold said tracts and parcels of la executors, administrators and act by law to sell the same. f, the Treasurer of said County of	ESVILLE Ind with the appurtenances ssigns, forever, in as full an of the washington cou	thereto belonging d ample manner a JNTY, State o	to said party of the seas the said Treasurer f Oklahoma, has set	(Bid on each) 15,009.05 econd of said
To have and to he part, his (or her) heirs, County is empowered by In testimony whereo hand and seal the day	ADDN BARTL 21808 nold said tracts and parcels of la executors, administrators and act by law to sell the same. f, the Treasurer of said County of	ESVILLE Ind with the appurtenances ssigns, forever, in as full an of the washington cou	thereto belonging d ample manner a JNTY, State o	to said party of the seas the said Treasurer f Oklahoma, has set	(Bid on each) 15,009.05 econd of said
To have and to he part, his (or her) heirs, County is empowered hand and seal the day ATTEST:	ADDN BARTL 21808 nold said tracts and parcels of la executors, administrators and act by law to sell the same. f, the Treasurer of said County of	ESVILLE Ind with the appurtenances ssigns, forever, in as full an of the washington cou	thereto belonging d ample manner a JNTY, State o	to said party of the seas the said Treasurer f Oklahoma, has set	(Bid on each) 15,009.05 econd of said his (or her)
To have and to he part, his (or her) heirs, County is empowered hand and seal the day ATTEST:	ADDN BARTL 21808 nold said tracts and parcels of la executors, administrators and act by law to sell the same. f, the Treasurer of said County of	ESVILLE Ind with the appurtenances ssigns, forever, in as full an of the washington cou	thereto belonging d ample manner a JNTY, State o	to said party of the seas the said Treasurer f Oklahoma, has set	(Bid on each) 15,009.05 econd of said his (or her)

STATE OF OKLAHOMA	ss.		
WASHINGTON COUNTY	. ∫ 33.		
Before me, the undersigned, a Nota	ary Public, within and for the a	bove named County and State, on _	June 9, 2025
personally appearedMELISSA	THORNBRUGH		
to me known to be the County Treasur	er ofWASHINGT	ON COUNTY	, Oklahoma, and the
identical person who executed the v	within and foregoing instrume	ent and conveyance of land, and ac	knowledged to me that
he or she executed the same in his or	her capacity as County Treas	urer of WASHINGTON COUNTY	, Oklahoma
as his or her free and voluntary act and	d deed as such, and as the fre	ee and voluntary act and deed ofV	VASHINGTON COUNTY
and the State of Oklahoma, for the	uses and purposes therein	n set forth.	
Witness my hand and not	arial seal the day and year	above written.	
	C)	
(SEAL)	-		Notary Public
(SEAL)	/		(Or County Clerk)
My commission expires	14 2027		
0			
	=======================================		
OFFICIAL JENNIFER	SEAL NO.		
NOTARY PUBLIC COMM EXP. 0			
COMM. NO. 0	3005502	IDEACHDEDIC	
		FREASURER'S E TAX DEED	
		COUNTY	
	7		
	STATE O	OF OKLAHOMA	
		ТО	
	S=====================================		
	7		
	·		
	=======================================	Tera	
	STATE OF OKI	LAHOMA, ss.	
	STATE OF OKL	County	
	Filed in the office of C	County Clerk for record	
	on this day of		
	at	, and recorded in	
	Book of _	on page	
	9		
		County Clerk	
	Ву	Deputy	
	=======================================	=======================================	

812 E. 8th St.

ofWASHINGTON COUNTY, State of Oklahoma, on June 9, 2025 sold seperately and singly, in the manner provided by law, at tax resale andGREG COLLINS bid in for CITY OF BARTLESVILLE, 401 S JOHNSTONE AVE BARTLESVILLE, OK 74003	
OUT OF PARTIEONIALE AND COUNCIDED AVE. PARTIEONIALE OV. 74003	
OUT OF PARTIEONIALE AND COUNCIDED AVE. PARTIEONIALE OV. 74003	
Bid III 101	
the real estate hereinafter described, and	
WHEREAS, all proceedings, notices and duties provided, required and imposed by law prerequisite to the vesting	of authority
in said County Treasurer to execute this resale deed have been followed, given, complied with and performed, and	•
WHEREAS, the said	asurer
is now by law vested with power and authority to execute this resale deed,	
NOW, THEREFORE, this indenture made on June 9, 2025	_, between
the State of Oklahoma, by	
WASHINGTON COUNTY, of the first part, and CITY OF BARTLESVILLE	
of the Second part, witnesseth, that the said party of the first part for and in consideration of the premises and the total s	um
paid, to-wit	
hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the se	cond part,
his (or her) heirs, executors, administrators, and assigns, forever, the following seperately described tracts, parcels, or lo	ts of
land so sold seperately and singly for the amount bid in the total sum set opposite each, all of said tracts, parcels, or lots	of land
being located in <u>WASHINGTON COUNTY</u> , Oklahoma to-wit:	
being located in <u>WASHINGTON COUNTY</u> , Oklahoma to-wit:	
being located in <u>WASHINGTON COUNTY</u> , Oklahoma to-wit: City, Town or Subdivision	Amount (Bid
City, Town or Subdivision DESCRIPTION BaseID Sec. Twp. or Blk. Rng. or Lot	(Bid on each)
DESCRIPTION City, Town or Subdivision BaseID Sec. Twp. or Blk. Rng. or Lot LOT 7 BLK 7 GILKEYS ADDN BARTLESVILLE	(Bid
DESCRIPTION City, Town or Subdivision BaseID Sec. Twp. or Blk. Rng. or Lot	(Bid on each)
DESCRIPTION City, Town or Subdivision BaseID Sec. Twp. or Blk. Rng. or Lot LOT 7 BLK 7 GILKEYS ADDN BARTLESVILLE	(Bid on each) 7,077.1
DESCRIPTION BaseID Sec. Twp. or Blk. Rng. or Lot BARTLESVILLE 11868	(Bid on each) 7,077.1 econd
DESCRIPTION BaseID Sec. Twp. or Blk. Rng. or Lot BARTLESVILLE 11868 To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the said tracts.	(Bid on each) 7,077.1 econd
DESCRIPTION BaseID Sec. Twp. or Blk. Rng. or Lot BARTLESVILLE 11868 To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the spart, his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer County is empowered by law to sell the same.	(Bid on each) 7,077.1 econd of said
DESCRIPTION BaseID Sec. Twp. or Blk. Rng. or Lot BARTLESVILLE 11868 To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the spart, his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer County is empowered by law to sell the same. In testimony whereof, the Treasurer of said County of WASHINGTON COUNTY, State of Oklahoma, has set	(Bid on each) 7,077.1 econd of said
DESCRIPTION BaseID Sec. Twp. or Blk. Rng. or Lot BARTLESVILLE 11868 To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the spart, his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer County is empowered by law to sell the same.	(Bid on each) 7,077.1 econd of said
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DESCRIPTION BaseID Sec. Twp. or Blk. Rng. or Lot BARTLESVILLE 11868 To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the spart, his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer County is empowered by law to sell the same. In testimony whereof, the Treasurer of said County of	(Bid on each) 7,077.1 econd of said
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DESCRIPTION BaseID Sec. Twp. or Blk. Rng. or Lot LOT 7 BLK 7 GILKEYS ADDN BARTLESVILLE 11868 To have and to hold said tracts and parcels of land with the appurtenances thereto belonging to said party of the spart, his (or her) heirs, executors, administrators and assigns, forever, in as full and ample manner as the said Treasurer County is empowered by law to sell the same. In testimony whereof, the Treasurer of said County of	(Bid on each) 7,077.1 econd of said

STATE OF OKLAHOMA	
WASHINGTON COUNTY ss.	
Before me, the undersigned, a Notary Public, within and for t	he above named County and State, on June 9, 2025
personally appearedMELISSA THORNBRUGH	
to me known to be the County Treasurer of WASHI	NGTON COUNTY , Oklahoma, and the
identical person who executed the within and foregoing inst	rument and conveyance of land, and acknowledged to me that
he or she executed the same in his or her capacity as County T	reasurer of <u>WASHINGTON COUNTY</u> , Oklahoma
as his or her free and voluntary act and deed as such, and as the	e free and voluntary act and deed of <u>WASHINGTON COUNTY</u>
and the State of Oklahoma, for the uses and purposes the	erein set forth.
Witness my hand and notarial seal the day and	year above written.
(SEAL) My commission expires 14, 202	Notary Public (Or County Clerk)
my commercial expires	
OFFICIAL SEAL NO.	
COMM EXP. 04-14-2017	
COMM. NO. 03005502	Y TREASURER'S
	ALE TAX DEED
	COUNTY
	E OF OKLAHOMA
SIAI	TO
·	
	•
·	
STATE OF	OKLAHOMA,County
	Oodiny _
	of County Clerk for record
	, and recorded in
	of on page
	County Clerk
Ву	Deputy
=======================================	=======================================

322 SW Penn Ave

WHEREAS,MELISSA	A THORNBRUGH		, Co	unty Treasurer	
ofWASHINGTON COUNTY	, State of Oklahoma, o	n	June	9, 2025	
sold seperately and singly, in the	manner provided by law, at tax resale and	GREG COL	LINS		
	ESVILLE, 401 S JOHNSTONE AVE BART				
the real estate hereinafter describ					 -
	s, notices and duties provided, required and i	mposed by I	aw prerequisit	e to the vestina	of authority
, .	te this resale deed have been followed, giver				•
WHEREAS, the saidME	ELISSA THORNBRUGH			, County Tre	asurer
is now by law vested with power a	and authority to execute this resale deed,				
NOW, THEREFORE, this is	ndenture made on June 9, 2025	5			
the State of Oklahoma, byM	ELISSA THORNBRUGH		_	, the Tre	asurer of
WASHINGTON COUNTY	, of the first part, andCl	TY OF BAR	TLESVILLE		·
	at the said party of the first part for and in co	nsideration o	of the premises	and the total s	um
paid, to-wit16,278.61					
	and by these presents doth grant, bargain,				
his (or her) heirs, executors, admi	nistrators, and assigns, forever, the following	seperately	described tract	ts, parcels, or lo	ts of
land so sold seperately and singly	\prime for the amount bid in the total sum set oppo	site each, al	of said tracts	, parcels, or lots	of land
being located in WASHINGTON	COUNTY, Oklahoma to-wit	[.			
being located in <u>WASHINGTON</u>	COUNTY , Oklahoma to-wit				
being located in <u>WASHINGTON</u>					Amount
being located in <u>WASHINGTON</u> DESCRIPTION	City, Town or Subdivision BaseID		Гwp. or Blk.	Rng. or Lot	(Bid
	<u>City, Town or Subdivision</u>		Гwp. or Blk.	Rng. or Lot	(Bid
DESCRIPTION LOT 10 BLK 4 TAYLOR'S 3RD ADDN	City, Town or Subdivision BaseID BARTLESVILLE 21483	Sec.	•		(Bid on each) 16,278.61
DESCRIPTION LOT 10 BLK 4 TAYLOR'S 3RD ADDN To have and to hold said tra	City, Town or Subdivision BaseID BARTLESVILLE 21483 acts and parcels of land with the appurtenance	Sec.	elonging to sa	id party of the s	(Bid on each) 16,278.61 econd
DESCRIPTION LOT 10 BLK 4 TAYLOR'S 3RD ADDN To have and to hold said trapart, his (or her) heirs, executors,	City, Town or Subdivision BaseID BARTLESVILLE 21483 acts and parcels of land with the appurtenance administrators and assigns, forever, in as full	Sec.	elonging to sa	id party of the s	(Bid on each) 16,278.61 econd
DESCRIPTION LOT 10 BLK 4 TAYLOR'S 3RD ADDN To have and to hold said tra	City, Town or Subdivision BaseID BARTLESVILLE 21483 acts and parcels of land with the appurtenance administrators and assigns, forever, in as full	Sec.	elonging to sa	id party of the s	(Bid on each) 16,278.61 econd
DESCRIPTION LOT 10 BLK 4 TAYLOR'S 3RD ADDN To have and to hold said trapart, his (or her) heirs, executors, County is empowered by law to said	City, Town or Subdivision BaseID BARTLESVILLE 21483 acts and parcels of land with the appurtenance administrators and assigns, forever, in as full	Sec.	elonging to sa manner as the	id party of the s	(Bid on each) 16,278.61 second of said
DESCRIPTION LOT 10 BLK 4 TAYLOR'S 3RD ADDN To have and to hold said trapart, his (or her) heirs, executors, County is empowered by law to so In testimony whereof, the Trease	City, Town or Subdivision BaseID BARTLESVILLE 21483 acts and parcels of land with the appurtenance administrators and assigns, forever, in as fullell the same. surer of said County ofWASHINGTON County Of	Sec.	elonging to sa manner as the	id party of the s	(Bid on each) 16,278.61 second of said
DESCRIPTION LOT 10 BLK 4 TAYLOR'S 3RD ADDN To have and to hold said trapart, his (or her) heirs, executors, County is empowered by law to said	City, Town or Subdivision BaseID BARTLESVILLE 21483 acts and parcels of land with the appurtenance administrators and assigns, forever, in as fullell the same. surer of said County ofWASHINGTON County Of	Sec.	elonging to sa manner as the	id party of the s	(Bid on each) 16,278.61 second of said
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DESCRIPTION LOT 10 BLK 4 TAYLOR'S 3RD ADDN To have and to hold said trapart, his (or her) heirs, executors, County is empowered by law to see In testimony whereof, the Treathand and seal the day and year and	City, Town or Subdivision BaseID BARTLESVILLE 21483 acts and parcels of land with the appurtenance administrators and assigns, forever, in as fullell the same. surer of said County ofWASHINGTON County Of	Sec.	elonging to sa manner as the	id party of the sees said Treasurer	(Bid on each) 16,278.61 second of said
DESCRIPTION LOT 10 BLK 4 TAYLOR'S 3RD ADDN To have and to hold said trapart, his (or her) heirs, executors, County is empowered by law to so In testimony whereof, the Trease	City, Town or Subdivision BaseID BARTLESVILLE 21483 acts and parcels of land with the appurtenance administrators and assigns, forever, in as fullell the same. surer of said County ofWASHINGTON County ofWASHINGTON County OrWASHINGTON County Or	Sec.	elonging to sa manner as the _, State of Okl	id party of the sees said Treasurer	(Bid on each) 16,278.61 second of said
DESCRIPTION LOT 10 BLK 4 TAYLOR'S 3RD ADDN To have and to hold said trapart, his (or her) heirs, executors, County is empowered by law to see In testimony whereof, the Treath hand and seal the day and year and ATTEST:	City, Town or Subdivision BaseID BARTLESVILLE 21483 acts and parcels of land with the appurtenance administrators and assigns, forever, in as fullell the same. surer of said County ofWASHINGTON of foresaid.	Sec.	elonging to sa manner as the _, State of Okl	id party of the set ahoma, has set	(Bid on each) 16,278.61 second of said
DESCRIPTION LOT 10 BLK 4 TAYLOR'S 3RD ADDN To have and to hold said trapart, his (or her) heirs, executors, County is empowered by law to see In testimony whereof, the Treath hand and seal the day and year and ATTEST:	City, Town or Subdivision BaseID BARTLESVILLE 21483 acts and parcels of land with the appurtenance administrators and assigns, forever, in as fullell the same. surer of said County ofWASHINGTON of foresaid.	Sec.	elonging to sa manner as the _, State of Okl	id party of the set ahoma, has set	(Bid on each) 16,278.61 econd of said
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STATE OF OKLAHOMA	Ì
WASHINGTON COUNTY	ss.
Before me, the undersigned, a Nota	ary Public, within and for the above named County and State, on June 9, 2025
personally appeared MELISSA	THORNBRUGH
to me known to be the County Treasure	er of, Oklahoma, and the
identical person who executed the w	within and foregoing instrument and conveyance of land, and acknowledged to me that
he or she executed the same in his or h	her capacity as County Treasurer of <u>WASHINGTON COUNTY</u> , Oklahoma
as his or her free and voluntary act and	d deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY
and the State of Oklahoma, for the	uses and purposes therein set forth.
Witness my hand and note	arial seal the day and year above written.
(SEAL)	Notary Public (Or County Clerk)
My commission expires	N 14, 2027
	
OFFICIAL JENNIFER	L SEAL R WINGONO:
NOTARY PUBLIC COMM EXP.	C OKLAHOMA 04-14-2833.7
COMM. NO.	
	COUNTY TREASURER'S RESALE TAX DEED
	FROMCOUNTY
	STATE OF OKLAHOMA
	ТО
	STATE OF OKLAHOMA,County ss.
	Filed in the office of County Clerk for record
	on this day of
	at, and recorded in
	Book of on page
	County Clerk
	By Deputy
	=======================================

712 NW Lupa St.

	WHEREAS,	MELISSA THO	RNBRUGH			, Co	unty Treasurer	
of	WASHINGTON	N COUNTY	, State of	Oklahoma, on		June	9, 2025	
sold :	seperately and si	ngly, in the manne	er provided by law, at tax	resale and G	REG CO	DLLINS		
			LE, 401 S JOHNSTONE					
	-	after described, ar						-
			ces and duties provided,	required and im	nosed b	v law prerequisit	e to the vestina	of authority
in sai			resale deed have been f					,
	WHEREAS, the	MELIOO	A THORNBRUGH					asurer
is no	•		thority to execute this res					
	NOW, THEREF	ORE, this indentu	ıre made on	June 9, 2025				, between
the S			A THORNBRUGH					
	WASHINGTON	COUNTY	, of the first	part, and <u>CIT</u>	Y OF BA	RTLESVILLE		
of the	e Second part, wi	tnesseth, that the	said party of the first part	t for and in cons	ideration	of the premises	s and the total s	um
paid,	to-wit12	2,646.54	=6					
hath	granted, bargaine	ed and sold, and b	y these presents doth g	rant, bargain, se	ell and co	onvey to the said	party of the se	cond part,
his (d	or her) heirs, exec	cutors, administrat	tors, and assigns, forever	, the following s	eperatel	y described trac	ts, parcels, or lo	ts of
land	so sold seperatel	ly and singly for th	e amount bid in the total	sum set opposit	te each,	all of said tracts	, parcels, or lots	of land
	n located in WA	SHINGTON COLI	NTY, OF	dahama ta wit:				
peing	g 100atou 111 <u> 117</u>	SI IING I CIN COO	<u> </u>	Manoma to-wit.				
being	9 10001.00 III <u> </u>	STINGTON COO	<u> </u>	tianoma to-wit.				
being	, 1000.00 III <u>. VV.</u>	STINGTON COO						Amount
	CRIPTION	STINGTON OGG	City, Town or BaseID		Sec.	Twp. or Blk.	Rng. or Lot	(Bid
DES			<u>City, Town or BaseID</u> BARTLESVILLE		Sec.	Twp. or Blk.	Rng. or Lot	(Bid
DES	CRIPTION		<u>City, Town or</u> BaseID		Sec.	Twp. or Blk.	Rng. or Lot	(Bid on each)
DES	CRIPTION BLK 3 FEDERAL HC	DMES ADDN	City, Town or BaseID BARTLESVILLE 11594	<u>Subdivision</u>				(Bid on each) 12,646.54
DES	CRIPTION BLK 3 FEDERAL HC To have and to	OMES ADDN hold said tracts ar	<u>City, Town or BaseID</u> BARTLESVILLE	Subdivision e appurtenance	s thereto	belonging to sa	id party of the s	(Bid on each) 12,646.54 econd
DES	CRIPTION BLK 3 FEDERAL HO To have and to his (or her) heirs	OMES ADDN hold said tracts ar	City, Town or BaseID BARTLESVILLE 11594 and parcels of land with the histrators and assigns, for	Subdivision e appurtenance	s thereto	belonging to sa	id party of the s	(Bid on each) 12,646.54 econd
DES LOT 9 I part, Cour	CRIPTION BLK 3 FEDERAL HO To have and to his (or her) heirs have is empowered	omes ADDN hold said tracts ar , executors, admir by law to sell the	City, Town or BaseID BARTLESVILLE 11594 and parcels of land with the histrators and assigns, for same.	Subdivision e appurtenances rever, in as full a	s thereto	belonging to sa le manner as the	id party of the s	(Bid on each) 12,646.54 second r of said
DES LOT 9 I part, Cour	CRIPTION BLK 3 FEDERAL HO To have and to his (or her) heirs have sempowered	omes ADDN hold said tracts ar , executors, admir by law to sell the	City, Town or BaseID BARTLESVILLE 11594 and parcels of land with the histrators and assigns, for	Subdivision e appurtenances rever, in as full a	s thereto	belonging to sa le manner as the	id party of the s	(Bid on each) 12,646.54 second r of said
DES LOT 9 I part, Cour	CRIPTION BLK 3 FEDERAL HO To have and to his (or her) heirs have testimony where	omes ADDN hold said tracts ar , executors, admir by law to sell the	City, Town or BaseID BARTLESVILLE 11594 and parcels of land with the histrators and assigns, for same. of said County ofWA	Subdivision e appurtenances rever, in as full a	s thereto	belonging to sa le manner as the	id party of the s	(Bid on each) 12,646.54 second r of said
DES LOT 9 I part, Cour	CRIPTION BLK 3 FEDERAL HO To have and to his (or her) heirs have testimony where	OMES ADDN hold said tracts ar , executors, admin by law to sell the of, the Treasurer of	City, Town or BaseID BARTLESVILLE 11594 and parcels of land with the histrators and assigns, for same. of said County ofWA	Subdivision e appurtenances rever, in as full a	s thereto	belonging to sa le manner as the	id party of the s	(Bid on each) 12,646.54 second r of said
part, Cour	CRIPTION BLK 3 FEDERAL HO To have and to his (or her) heirs have its empowered testimony where and seal the day	OMES ADDN hold said tracts ar , executors, admin by law to sell the of, the Treasurer of	City, Town or BaseID BARTLESVILLE 11594 and parcels of land with the histrators and assigns, for same. of said County ofWA	Subdivision e appurtenances rever, in as full a	s thereto	belonging to sa le manner as the , State of Ok	aid party of the s e said Treasurer	(Bid on each) 12,646.54 second r of said
part, Cour	CRIPTION BLK 3 FEDERAL HO To have and to his (or her) heirs have testimony where and the day	OMES ADDN hold said tracts ar , executors, admin by law to sell the of, the Treasurer of	City, Town or BaseID BARTLESVILLE 11594 and parcels of land with the histrators and assigns, for same. of said County ofWA	Subdivision e appurtenances rever, in as full a	s thereto	belonging to sa le manner as the	aid party of the s e said Treasurer	(Bid on each) 12,646.54 second r of said
part, Cour	CRIPTION BLK 3 FEDERAL HO To have and to his (or her) heirs have testimony where and the day	OMES ADDN hold said tracts ar , executors, admin by law to sell the of, the Treasurer of	City, Town or BaseID BARTLESVILLE 11594 and parcels of land with the histrators and assigns, for same. of said County ofWA	Subdivision e appurtenances rever, in as full a	s thereto	belonging to sale manner as the, State of Ok STATE OF OK	aid party of the see said Treasurer	(Bid on each) 12,646.54 second r of said
part, Cour In hand	CRIPTION BLK 3 FEDERAL HO To have and to his (or her) heirs have sempowered testimony where and seal the day	OMES ADDN hold said tracts ar , executors, admin by law to sell the of, the Treasurer of	City, Town or BaseID BARTLESVILLE 11594 and parcels of land with the histrators and assigns, for same. of said County ofWA	Subdivision e appurtenances rever, in as full a	s thereto	belonging to sale manner as the, State of Ok STATE OF OK	aid party of the see said Treasurer	(Bid on each) 12,646.54 second r of said
part, Cour In hand	CRIPTION BLK 3 FEDERAL HO To have and to his (or her) heirs have sempowered testimony where and seal the day	OMES ADDN hold said tracts ar , executors, admin by law to sell the of, the Treasurer of	City, Town or BaseID BARTLESVILLE 11594 and parcels of land with the histrators and assigns, for same. of said County ofWA	Subdivision e appurtenances rever, in as full a	s thereto	belonging to sa le manner as the , State of Ok	aid party of the see said Treasurer	(Bid on each) 12,646.54 second of said
part, Cour	CRIPTION BLK 3 FEDERAL HO To have and to his (or her) heirs have sempowered testimony where and seal the day	OMES ADDN hold said tracts ar , executors, admin by law to sell the of, the Treasurer of	City, Town or BaseID BARTLESVILLE 11594 and parcels of land with the histrators and assigns, for same. of said County ofWA	Subdivision e appurtenances rever, in as full a	s thereto	belonging to sale manner as the, State of Ok STATE OF OK	aid party of the set as aid Treasurer lahoma, has set LAHOMA	(Bid on each) 12,646.54 second of said

STATE OF OKLAHOMA	l	
WASHINGTON COUNTY	ss.	
Before me, the undersigned, a Notar	y Public, within and for the above named County and State, on June 9, 2025	
personally appearedMELISSA 1		
to me known to be the County Treasure	r of, Oklahoma, and the	
identical person who executed the wi	ithin and foregoing instrument and conveyance of land, and acknowledged to me that	
	er capacity as County Treasurer of <u>WASHINGTON COUNTY</u> , Oklahoma	
as his or her free and voluntary act and	deed as such, and as the free and voluntary act and deed ofWASHINGTON COUNTY	_
and the State of Oklahoma, for the	uses and purposes therein set forth.	
Witness my hand and notal	rial seal the day and year above written.	
		-
(SEAL)	Notary Public (Or County Clerk)	
My commission expires	1 14 2027	
AND THE RESERVE AND THE RESERV		
OFFICIAL SEA JENNIFER WIN	IGO No	
NOTARY PUBLIC OKLA COMM EXP. 04-14-	2001	
COMM. NO. 03005	COUNTY TREASURER'S	
	RESALE TAX DEED	
	FROM COUNTY	
	STATE OF OKLAHOMA	
	TO	
	10	
	=======================================	
	STATE OF OKLAHOMA, ss.	
	County	
	Filed in the office of County Clerk for record	
	on this day of	
	at, and recorded in	
	Book of on page	
	County Clerk	
	By Deputy	

501 SW Morton Ave

of	WASHINGTON COUNTY	, State of Oklahoma, on	June 9, 2025
sold	seperately and singly, in the manne	er provided by law, at tax resale andGREG CO	LLINS
		LE, 401 S JOHNSTONE AVE BARTLESVILLE,	
	real estate hereinafter described, ar		*
•		ces and duties provided, required and imposed by	law prerequisite to the vesting of authority
in ca		resale deed have been followed, given, complied	
III Sa	-		
ic no	WHEREAS, the saidMELISSA w by law vested with power and aut		, County Treasurer
IS NO		rre made on June 9, 2025	hetween
the S		A THORNBRUGH	
		, of the first part, and <u>CITY OF BAI</u>	
of the		said party of the first part for and in consideration	
	, to-wit 8.199.84		
		— by these presents doth grant, bargain, sell and co	ovey to the said party of the second part
		tors, and assigns, forever, the following seperately	
•		- · · · · · · · · · · · · · · · · · · ·	
		e amount bid in the total sum set opposite each, a	all of said tracts, parcers, or lots of land
being	g located in <u>vvASHINGTON COU</u>	NTY, Oklahoma to-wit:	
			Amount
		City, Town or Subdivision	Amount (Bid
DES	CRIPTION	BaseID Sec.	Twp. or Blk. Rng. or Lot (Bid on each)
-	CRIPTION LOT 1 BLK 4 TERRAPIN ADDN		Twp. or Blk. Rng. or Lot (Bid on each)
_		BARTLESVILLE	Twp. or Blk. Rng. or Lot (Bid on each)
N 100'	LOT 1 BLK 4 TERRAPIN ADDN To have and to hold said tracts ar	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second
N 100'	LOT 1 BLK 4 TERRAPIN ADDN To have and to hold said tracts ar	BaseID Sec. BARTLESVILLE 24575	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second
N 100'	LOT 1 BLK 4 TERRAPIN ADDN To have and to hold said tracts ar	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second
N 100' part, Cour	LOT 1 BLK 4 TERRAPIN ADDN To have and to hold said tracts ar his (or her) heirs, executors, adminity is empowered by law to sell the	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample same.	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second e manner as the said Treasurer of said
N 100' part, Cour	LOT 1 BLK 4 TERRAPIN ADDN To have and to hold said tracts ar his (or her) heirs, executors, adminity is empowered by law to sell the	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second e manner as the said Treasurer of said
N 100' part, Cour	LOT 1 BLK 4 TERRAPIN ADDN To have and to hold said tracts ar his (or her) heirs, executors, adminity is empowered by law to sell the	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample same. of said County of WASHINGTON COUNTY	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second e manner as the said Treasurer of said
N 100' part, Cour	LOT 1 BLK 4 TERRAPIN ADDN To have and to hold said tracts and his (or her) heirs, executors, admining is empowered by law to sell the testimony whereof, the Treasurer of	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample same. of said County of WASHINGTON COUNTY	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second e manner as the said Treasurer of said
N 100' part, Cour	LOT 1 BLK 4 TERRAPIN ADDN To have and to hold said tracts and his (or her) heirs, executors, admining is empowered by law to sell the testimony whereof, the Treasurer of	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample same. of said County of WASHINGTON COUNTY id.	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second e manner as the said Treasurer of said
N 100' part, Cour	LOT 1 BLK 4 TERRAPIN ADDN To have and to hold said tracts are his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer of and seal the day and year aforesal	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample same. of said County of WASHINGTON COUNTY id.	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second e manner as the said Treasurer of said , State of Oklahoma, has set his (or her)
part, Cour	LOT 1 BLK 4 TERRAPIN ADDN To have and to hold said tracts are his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer of and seal the day and year aforesal	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample same. of said County of WASHINGTON COUNTY id.	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second e manner as the said Treasurer of said, State of Oklahoma, has set his (or her) STATE OF OKLAHOMA
part, Cour	To have and to hold said tracts are his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer of and seal the day and year aforesa	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample same. of said County of WASHINGTON COUNTY id.	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second e manner as the said Treasurer of said, State of Oklahoma, has set his (or her) STATE OF OKLAHOMA
part, Cour In hand	To have and to hold said tracts are his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer of and seal the day and year aforesa	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample same. of said County of WASHINGTON COUNTY id.	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second e manner as the said Treasurer of said , State of Oklahoma, has set his (or her)
part, Cour In hand	To have and to hold said tracts are his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer of and seal the day and year aforesa	BaseID Sec. BARTLESVILLE 24575 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample same. of said County of WASHINGTON COUNTY id.	Twp. or Blk. Rng. or Lot (Bid on each) 8,199.8 belonging to said party of the second emanner as the said Treasurer of said, State of Oklahoma, has set his (or her) STATE OF OKLAHOMA

STATE OF OKLAHOMA	1
WASHINGTON COUNTY	ss.
Before me, the undersigned, a Nota	ary Public, within and for the above named County and State, on June 9, 2025
personally appearedMELISSA	
to me known to be the County Treasure	er of, Oklahoma, and the
identical person who executed the v	within and foregoing instrument and conveyance of land, and acknowledged to me that
he or she executed the same in his or I	her capacity as County Treasurer of <u>WASHINGTON COUNTY</u> , Oklahoma
as his or her free and voluntary act and	d deed as such, and as the free and voluntary act and deed ofWASHINGTON COUNTY
and the State of Oklahoma, for the	uses and purposes therein set forth.
Witness my hand and nota	arial seal the day and year above written.
(SEAL) My commission expires	Notary Public (Or County Clerk)
wy commission expires	
OFFICIAL	. SEAL ====================================
JENNIFER NOTARY PUBLIC	WINGO DIO
COMM EXP. COMM. NO. COMM.	
	COUNTY TREASURER'S RESALE TAX DEED
	FROMCOUNTY
	STATE OF OKLAHOMA
	ТО
	STATE OF OKLAHOMA,County ss.
	Filed in the office of County Clerk for record
	on this day of and recorded in
	Book of on page
	DOOK of of page
	County Clerk
	By Deputy
	=======================================

920 SW Maple Ave

WHEREAS,	MELISSA THORNBRUGH	, County Treasurer
ofWASHINGTON (COUNTY , State of Oklahoma, on _	June 9, 2025
sold seperately and sing	gly, in the manner provided by law, at tax resale andGF	REG COLLINS
	DF BARTLESVILLE, 401 S JOHNSTONE AVE BARTLES	
the real estate hereinaft		
WHEREAS, all pro	roceedings, notices and duties provided, required and imp	osed by law prerequisite to the vesting of authority
	r to execute this resale deed have been followed, given, c	•
WHEREAS, the sa	aidMELISSA THORNBRUGH	County Treasurer
is now by law vested with	h power and authority to execute this resale deed,	
NOW, THEREFOR	RE, this indenture made on June 9, 2025	, between
	by MELISSA THORNBRUGH	
WASHINGTON CO	DUNTY, of the first part, andCITY	OF BARTLESVILLE ,
	esseth, that the said party of the first part for and in consid	deration of the premises and the total sum
paid, to-wit		
	and sold, and by these presents doth grant, bargain, sell	
	tors, administrators, and assigns, forever, the following se	
	and singly for the amount bid in the total sum set opposite	each, all of said tracts, parcels, or lots of land
being located in WASH	HINGTON COUNTY , Oklahoma to-wit:	
		Amount
DESCRIPTION	City, Town or Subdivision	Amount (Bid Sec. Twp. or Blk. Rng. or Lot on each)
	City, Town or Subdivision BaseID	(Bid
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN	City, Town or Subdivision BaseID BARTLESVILLE 25337	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hol	City, Town or Subdivision BaseID BARTLESVILLE 25337 Id said tracts and parcels of land with the appurtenances to	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hol part, his (or her) heirs, ex	City, Town or Subdivision BaseID BARTLESVILLE 25337 In an analogue of land with the appurtenances to executors, administrators and assigns, forever, in as full and secutors.	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hol	City, Town or Subdivision BaseID BARTLESVILLE 25337 In an analogue of land with the appurtenances to executors, administrators and assigns, forever, in as full and secutors.	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hol part, his (or her) heirs, ex County is empowered by	City, Town or Subdivision BaseID BARTLESVILLE 25337 old said tracts and parcels of land with the appurtenances to executors, administrators and assigns, forever, in as full and a law to sell the same.	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second dample manner as the said Treasurer of said
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hol part, his (or her) heirs, ex County is empowered by	City, Town or Subdivision BaseID BARTLESVILLE 25337 old said tracts and parcels of land with the appurtenances to executors, administrators and assigns, forever, in as full and a law to sell the same. the Treasurer of said County of	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second dample manner as the said Treasurer of said
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hol part, his (or her) heirs, ex County is empowered by	City, Town or Subdivision BaseID BARTLESVILLE 25337 old said tracts and parcels of land with the appurtenances to executors, administrators and assigns, forever, in as full and a law to sell the same. the Treasurer of said County of	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second dample manner as the said Treasurer of said
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hol part, his (or her) heirs, ex County is empowered by	City, Town or Subdivision BaseID BARTLESVILLE 25337 old said tracts and parcels of land with the appurtenances to executors, administrators and assigns, forever, in as full and a law to sell the same. the Treasurer of said County of	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second d ample manner as the said Treasurer of said UNTY, State of Oklahoma, has set his (or her)
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hol part, his (or her) heirs, ex County is empowered by	City, Town or Subdivision BaseID BARTLESVILLE 25337 old said tracts and parcels of land with the appurtenances to executors, administrators and assigns, forever, in as full and a law to sell the same. the Treasurer of said County of	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second dample manner as the said Treasurer of said
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hol part, his (or her) heirs, ex County is empowered by In testimony whereof, the hand and seal the day and	City, Town or Subdivision BaseID BARTLESVILLE 25337 old said tracts and parcels of land with the appurtenances to executors, administrators and assigns, forever, in as full and a law to sell the same. the Treasurer of said County of	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second d ample manner as the said Treasurer of said UNTY, State of Oklahoma, has set his (or her)
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hol part, his (or her) heirs, ex County is empowered by In testimony whereof, thand and seal the day and ATTEST:	City, Town or Subdivision BaseID BARTLESVILLE 25337 old said tracts and parcels of land with the appurtenances to executors, administrators and assigns, forever, in as full and a law to sell the same. the Treasurer of said County of	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second dample manner as the said Treasurer of said UNTY, State of Oklahoma, has set his (or her)
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hole part, his (or her) heirs, exe County is empowered by In testimony whereof, the hand and seal the day and ATTEST:	City, Town or Subdivision BaseID BARTLESVILLE 25337 old said tracts and parcels of land with the appurtenances to executors, administrators and assigns, forever, in as full and a law to sell the same. the Treasurer of said County of	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second dample manner as the said Treasurer of said UNTY, State of Oklahoma, has set his (or her) STATE OF OKLAHOMA
DESCRIPTION LOT 6 BLK 20 GILKEYS ADDN To have and to hole part, his (or her) heirs, exe County is empowered by In testimony whereof, the hand and seal the day and ATTEST:	City, Town or Subdivision BaseID BARTLESVILLE 25337 old said tracts and parcels of land with the appurtenances to executors, administrators and assigns, forever, in as full and a law to sell the same. the Treasurer of said County of	Sec. Twp. or Blk. Rng. or Lot (Bid on each) 7,241.95 thereto belonging to said party of the second dample manner as the said Treasurer of said UNTY, State of Oklahoma, has set his (or her)

Before me, the undersigned, a Notary Public, within and for the above named County and State, on
to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth. Witness my hand and notarial seal the day and year above written.
to me known to be the County Treasurer of WASHINGTON COUNTY, Oklahoma, and the identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth. Witness my hand and notarial seal the day and year above written. Notary Public (Or County Clerk)
identical person who executed the within and foregoing instrument and conveyance of land, and acknowledged to me that he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth. Witness my hand and notarial seal the day and year above written. Notary Public (Or County Clerk)
he or she executed the same in his or her capacity as County Treasurer of WASHINGTON COUNTY, Oklahoma as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth. Witness my hand and notarial seal the day and year above written. Notary Public (Or County Clerk)
as his or her free and voluntary act and deed as such, and as the free and voluntary act and deed of WASHINGTON COUNTY and the State of Oklahoma, for the uses and purposes therein set forth. Witness my hand and notarial seal the day and year above written. Notary Public (Or County Clerk)
and the State of Oklahoma, for the uses and purposes therein set forth. Witness my hand and notarial seal the day and year above written. Notary Public (Or County Clerk)
Witness my hand and notarial seal the day and year above written. Notary Public (Or County Clerk)
(SEAL) Notary Public (Or County Clerk)
(Or County Clerk)
(Or County Clerk)
(Or County Clerk)
My commission expires April 14, 2027
OFFICIAL SEAL NO.
JENNIFER WINGO NOTARY PUBLIC OKLAHOMA
COMM EXP. 04-14-23-27 COMM. NO. 03005502
COUNTY TREASURER'S
RESALE TAX DEED
FROMCOUNTY
STATE OF OKLAHOMA
ТО
=======================================
STATE OF OKLAHOMA.
STATE OF OKLAHOMA,County
ooung
Filed in the office of County Clerk for record
Filed in the office of County Clerk for record on this day of
on this day of, and recorded in
on this day of
on this day of at, and recorded in Book of on page County Clerk
on this day of at, and recorded in Book of on page

129 NW Santa Fe Ave

	WHEREAS,WELISSA	INUKNERUGA		, Co	unty i reasurer	
of	WASHINGTON COUNTY	, State of Oklahoma, o	n	June	9, 2025	
sold s	seperately and singly, in the m	nanner provided by law, at tax resale and	GREG CC	LLINS		
		SVILLE, 401 S JOHNSTONE AVE BARTI				_
the r	eal estate hereinafter describe	ed, and				_
	WHEREAS, all proceedings,	notices and duties provided, required and i	mposed by	/ law prerequisit	e to the vesting	of authority
in sai	id County Treasurer to execute	e this resale deed have been followed, giver	n, complied	d with and perfor	rmed, and	
	WHEREAS, the saidMEI	LISSA THORNBRUGH			, County Tre	asurer
is no		d authority to execute this resale deed,				
		denture made on June 9, 2025				
		LISSA THORNBRUGH				
0		, of the first part, and <u>CI</u>				
		t the said party of the first part for and in cor	nsideratior	of the premises	s and the total s	um
	to-wit					
	•	and by these presents doth grant, bargain,				
•	•	istrators, and assigns, forever, the following				
		for the amount bid in the total sum set opport COUNTY, Oklahoma to-wit		all of said tracts	, parceis, or lots	oriand
being	located in WASHINGTON	COUNTY , Oklaholila to-wit	•			
DES	CRIPTION	<u>City, Town or Subdivision</u>	Sec	Two or Blk	Rna. or Lot	Amount (Bid on each)
	CRIPTION BI K 1 OVERI FES 2ND	City, Town or Subdivision BaseID BARTLESVILLE	Sec.	Twp. or Blk.	Rng. or Lot	
	CRIPTION BLK 1 OVERLEES 2ND	BaseID	Sec.	Twp. or Blk.	Rng. or Lot	(Bid on each)
	BLK 1 OVERLEES 2ND	BaseID BARTLESVILLE 16857				(Bid on each) 8,966.64
LOT 3 E	BLK 1 OVERLEES 2ND To have and to hold said trace	BaseID BARTLESVILLE	es thereto	belonging to sa	id party of the s	(Bid on each) 8,966.64 econd
LOT 3 E	BLK 1 OVERLEES 2ND To have and to hold said trace	BaseID BARTLESVILLE 16857 cts and parcels of land with the appurtenance administrators and assigns, forever, in as full	es thereto	belonging to sa	id party of the s	(Bid on each) 8,966.64 econd
part,	To have and to hold said trachis (or her) heirs, executors, a try is empowered by law to sel	BaseID BARTLESVILLE 16857 cts and parcels of land with the appurtenance administrators and assigns, forever, in as full I the same.	es thereto	belonging to sa e manner as the	id party of the sees said Treasurer	(Bid on each) 8,966.64 econd of said
part,	To have and to hold said trachis (or her) heirs, executors, a try is empowered by law to sel	BaseID BARTLESVILLE 16857 cts and parcels of land with the appurtenance administrators and assigns, forever, in as full	es thereto	belonging to sa e manner as the	id party of the sees said Treasurer	(Bid on each) 8,966.64 econd of said
part, Coun	To have and to hold said trachis (or her) heirs, executors, a try is empowered by law to sel	BaseID BARTLESVILLE 16857 cts and parcels of land with the appurtenance administrators and assigns, forever, in as full I the same. urer of said County of <u>WASHINGTON County of WASHINGTON County </u>	es thereto	belonging to sa e manner as the	id party of the sees said Treasurer	(Bid on each) 8,966.64 econd of said
part, Coun	To have and to hold said trachis (or her) heirs, executors, a lity is empowered by law to selutestimony whereof, the Treasu	BaseID BARTLESVILLE 16857 cts and parcels of land with the appurtenance administrators and assigns, forever, in as full I the same. urer of said County of <u>WASHINGTON County of WASHINGTON County </u>	es thereto	belonging to sa e manner as the	id party of the sees said Treasurer	(Bid on each) 8,966.64 econd of said
part, Coun	To have and to hold said trace his (or her) heirs, executors, a sty is empowered by law to sel testimony whereof, the Treason and seal the day and year afce	BaseID BARTLESVILLE 16857 cts and parcels of land with the appurtenance administrators and assigns, forever, in as full I the same. urer of said County of <u>WASHINGTON County of WASHINGTON County </u>	es thereto	belonging to sa e manner as the	id party of the sead Treasurer	(Bid on each) 8,966.64 econd of said
part, Coun	To have and to hold said trace his (or her) heirs, executors, a sty is empowered by law to sel testimony whereof, the Treason and seal the day and year afce	BaseID BARTLESVILLE 16857 cts and parcels of land with the appurtenance administrators and assigns, forever, in as full I the same. urer of said County of <u>WASHINGTON County of WASHINGTON County </u>	es thereto	belonging to sa e manner as the , State of Ok	id party of the sead Treasurer	(Bid on each) 8,966.64 econd of said
part, Coun	To have and to hold said trachis (or her) heirs, executors, a sty is empowered by law to sel testimony whereof, the Treast and seal the day and year afc	BaseID BARTLESVILLE 16857 cts and parcels of land with the appurtenance administrators and assigns, forever, in as full I the same. urer of said County of <u>WASHINGTON County of WASHINGTON County </u>	es thereto	belonging to sa e manner as the , State of Ok	id party of the sead Treasurer	(Bid on each) 8,966.64 econd of said his (or her)

STATE OF OKLAHOMA	1
WASHINGTON COUNTY	ss.
	c, within and for the above named County and State, on June 9, 2025
personally appearedMELISSA THORN	
	WASHINGTON COUNTY , Oklahoma, and the
identical person who executed the within ar	d foregoing instrument and conveyance of land, and acknowledged to me that
he or she executed the same in his or her capa	city as County Treasurer of <u>WASHINGTON COUNTY</u> , Oklahoma
as his or her free and voluntary act and deed as	s such, and as the free and voluntary act and deed of <u>WASHINGTON COUNTY</u>
and the State of Oklahoma, for the uses a	nd purposes therein set forth.
Witness my hand and notarial sea	If the day and year above written.
(SEAL)	Notary Public
(SEAL)	(Or County Clerk)
My commission expires A	4, 2027
v	
OFFICIAL SEAL JENNIFER WINGO	No
NOTARY PUBLIC OKLAHOM COMM EXP. 04-14-222	
COMM. NO. 03005502	COUNTY TREASURER'S
	RESALE TAX DEED
FRO	л COUNTY
	STATE OF OKLAHOMA
	TO
-	
====	STATE OF OKLAHOMA
	STATE OF OKLAHOMA, County
	county J
File	d in the office of County Clerk for record
on this	day of
at	, and recorded in
Book _	of on page
11	
	County Clerk
Ву	Deputy
====	

127 SW Santa Fe Ave

	WHEREAS,MELISSA 1	THORNBRUGH	, County Treasurer
of	WASHINGTON COUNTY	, State of Oklahoma, on	June 9, 2025
sold :	seperately and singly, in the ma	anner provided by law, at tax resale andGRE	G COLLINS
		SVILLE, 401 S JOHNSTONE AVE BARTLESV	
	real estate hereinafter describe		
	WHEREAS, all proceedings,	notices and duties provided, required and impos	ed by law prerequisite to the vesting of authority
in sai		this resale deed have been followed, given, con	
	WHEREAS, the saidMEL	ISSA THORNBRUGH	, County Treasurer
is no		d authority to execute this resale deed,	
			, between
		LISSA THORNBRUGH	
	WASHINGTON COUNTY	, of the first part, and <u>CITY O</u>	F BARTLESVILLE ,
of the	e Second part, witnesseth, that	the said party of the first part for and in consider	ration of the premises and the total sum
paid,	to-wit4,482.74		
hath	granted, bargained and sold, a	nd by these presents doth grant, bargain, sell a	nd convey to the said party of the second part,
his (c	or her) heirs, executors, admini	strators, and assigns, forever, the following sepe	rately described tracts, parcels, or lots of
land	so sold seperately and singly fo	or the amount bid in the total sum set opposite e	ach, all of said tracts, parcels, or lots of land
being	located in <u>WASHINGTON C</u>	COUNTY, Oklahoma to-wit:	
DEC	CRIPTION	City, Town or Subdivision	Amount (Bid ec. Two or Bik Rng or Lot on each)
_	CRIPTION	BaseID S	(Bid ec. Twp. or Blk. Rng. or Lot on each)
_	CRIPTION BLK 1 OVERLEES 2ND		(Bid
_	BLK 1 OVERLEES 2ND	BaseID S BARTLESVILLE 16858	(Bid ec. Twp. or Bik. Rng. or Lot on each) 4,482.7
LOT 4 E	BLK 1 OVERLEES 2ND To have and to hold said trac	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second
_OT 4 I	BLK 1 OVERLEES 2ND To have and to hold said trac his (or her) heirs, executors, ac	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second
LOT 4 I	BLK 1 OVERLEES 2ND To have and to hold said trac	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second
part,	BLK 1 OVERLEES 2ND To have and to hold said trachis (or her) heirs, executors, activity is empowered by law to sell	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and the same.	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second ample manner as the said Treasurer of said
part, Coun	BLK 1 OVERLEES 2ND To have and to hold said trachis (or her) heirs, executors, active is empowered by law to sell testimony whereof, the Treasu	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and the same. Item of said County of WASHINGTON COUNTY	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second ample manner as the said Treasurer of said
part, Coun	BLK 1 OVERLEES 2ND To have and to hold said trachis (or her) heirs, executors, activity is empowered by law to sell	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and the same. Item of said County of WASHINGTON COUNTY	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second ample manner as the said Treasurer of said
part, Coun	BLK 1 OVERLEES 2ND To have and to hold said trachis (or her) heirs, executors, active is empowered by law to sell testimony whereof, the Treasu	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and the same. Item of said County of WASHINGTON COUNTY	ec. Twp. or Blk. Rng. or Lot (Bid on each) 4,482.7 ereto belonging to said party of the second ample manner as the said Treasurer of said
part, Coun	BLK 1 OVERLEES 2ND To have and to hold said trachis (or her) heirs, executors, active is empowered by law to sell testimony whereof, the Treasurand seal the day and year afor	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and the same. Item of said County of WASHINGTON COUNTY	ec. Twp. or Blk. Rng. or Lot (Bid on each) 4,482.7 ereto belonging to said party of the second ample manner as the said Treasurer of said
part, Coun In hand	BLK 1 OVERLEES 2ND To have and to hold said trachis (or her) heirs, executors, active is empowered by law to sell testimony whereof, the Treasurand seal the day and year aforest:	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and the same. Item of said County of WASHINGTON COUNTY	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second ample manner as the said Treasurer of said ITY, State of Oklahoma, has set his (or her)
part, Coun In hand	BLK 1 OVERLEES 2ND To have and to hold said trachis (or her) heirs, executors, active is empowered by law to sell testimony whereof, the Treasurand seal the day and year aforest:	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and the same. Iter of said County of WASHINGTON COUNTERSAID.	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second ample manner as the said Treasurer of said NTY, State of Oklahoma, has set his (or her) STATE OF OKLAHOMA
part, Coun In hand	BLK 1 OVERLEES 2ND To have and to hold said trachis (or her) heirs, executors, active is empowered by law to sell testimony whereof, the Treasurand seal the day and year aforest:	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and the same. Iter of said County of WASHINGTON COUNTERSAID.	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second ample manner as the said Treasurer of said HTY, State of Oklahoma, has set his (or her) STATE OF OKLAHOMA
part, Coun In hand	BLK 1 OVERLEES 2ND To have and to hold said trachis (or her) heirs, executors, active is empowered by law to sell testimony whereof, the Treasurand seal the day and year aforest:	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and the same. Iter of said County of WASHINGTON COUNTERSAID.	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second ample manner as the said Treasurer of said NTY, State of Oklahoma, has set his (or her) STATE OF OKLAHOMA
part, Coun In hand	BLK 1 OVERLEES 2ND To have and to hold said trachis (or her) heirs, executors, active is empowered by law to sell testimony whereof, the Treasurand seal the day and year aforest:	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and the same. Iter of said County of WASHINGTON COUNTERSAID.	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second ample manner as the said Treasurer of said HTY, State of Oklahoma, has set his (or her) STATE OF OKLAHOMA
part, Coun In hand	BLK 1 OVERLEES 2ND To have and to hold said trachis (or her) heirs, executors, active is empowered by law to sell testimony whereof, the Treasurand seal the day and year afor	BaseID S BARTLESVILLE 16858 Its and parcels of land with the appurtenances the dministrators and assigns, forever, in as full and the same. Iter of said County of WASHINGTON COUNTERSAID.	ec. Twp. or Blk. Rng. or Lot on each) 4,482.7 ereto belonging to said party of the second ample manner as the said Treasurer of said ITY, State of Oklahoma, has set his (or her) STATE OF OKLAHOMA

STATE OF OKLAHOMA	ss.	
WASHINGTON COUNTY	_	
Before me, the undersigned, a No	tary Public, within and for the above патеd County and State, on	June 9, 2025
personally appearedMELISS		
	urer ofWASHINGTON COUNTY	
	within and foregoing instrument and conveyance of land, and acknowledge	
	r her capacity as County Treasurer of WASHINGTON COUNTY	
as his or her free and voluntary act ar	nd deed as such, and as the free and voluntary act and deed of <u>WAS</u>	SHINGTON COUNTY
and the State of Oklahoma, for th	ne uses and purposes therein set forth.	
Witness my hand and no	otarial seal the day and year above written.	
SEAL)	1 14, 2027	Notary Public (Or County Clerk)
My commission expires	11 11, 2027	
	=======================================	
CONTRACTOR OF THE PARTY OF THE		
OFFICIAL	SEAL WINGO	
NOTARY PUBLIC	OKLAHOMA	
COMM EXP. 04 COMM. NO. 03		
	RESALE TAX DEED	
	FROMCOUNTY	
	STATE OF OKLAHOMA	
	TO	
	STATE OF OKLAHOMA,County	
	County	
	Filed in the office of County Clerk for record	
	an this day of	
	on this day of	
	at, and recorded in	
	at, and recorded in Book of on page	
	at, and recorded in	

213 NW Margarite Ave

	WHEREAS,	MELISSA THOP						
of	WASHINGTON	N COUNTY	, Sta	ate of Oklahoma, o	n	Jun	e 9, 2025	
sold	seperately and si	ingly, in the manne	г provided by law, а	t tax resale and	GREG CO	LLINS		
			LE, 401 S JOHNST					
		after described, an		a Park Service College				 -
		·	es and duties provi	ded required and i	imposed by	/ law prerequisi	te to the vesting	of authority
:		-	resale deed have b					or authority
ın sa								
ie no		e said <u>MELISSA</u>	hority to execute thi				, County Tre	easurer
15 110	-		re made on		5			, between
the S			A THORNBRUGH					
	WASHINGTON		, of the					
paid,	to-wit	8,382.45	said party of the firs					
hath	granted, bargain	ed and sold, and by	y these presents do	th grant, bargain,	sell and co	nvey to the said	d party of the se	cond part,
his (d	or her) heirs, exe	cutors, administrato	ors, and assigns, fo	rever, the following	g seperatel	y described trac	ts, parcels, or l	ots of
land	so sold seperate	ly and singly for the	amount bid in the	total sum set oppo	site each,	all of said tracts	, parcels, or lot	s of land
being	g located in <u>WA</u>		NTY					
beinç	g located in <u>WA</u>							
			NTY City, Tow		t:		Rna. or Lot	Amount (Bid on each)
DES	CRIPTION	SHINGTON COUN	City, Tow BaseID	_, Oklahoma to-wi		Twp. or Blk.	Rng. or Lot	
DES		SHINGTON COUN	NTY City, Tow	_, Oklahoma to-wi	t:		Rng. or Lot	(Bid on each)
DES LOT 5	CRIPTION BLK 3 BARTLESVIL To have and to his (or her) heirs	LE ZINC	City, Tow BaseID BARTLESVII 25245 and parcels of land with istrators and assign	_, Oklahoma to-wing or Subdivision LE	Sec.	Twp. or Blk.	aid party of the s	(Bid on each) 8,382.4 second
DES LOT 5 part, Cour	CRIPTION BLK 3 BARTLESVIL To have and to his (or her) heirs have and to his empowered	LE ZINC hold said tracts and the secutors, adminition in the secutors in the security in the	City, Tow BaseID BARTLESVII 25245 and parcels of land with istrators and assign	_, Oklahoma to-wing or Subdivision LE ith the appurtenances, forever, in as fu	Sec. Sec. ces thereto	Twp. or Blk. belonging to sale manner as the	aid party of the s	(Bid on each) 8,382.4 second r of said
DES LOT 5 I part, Cour	CRIPTION BLK 3 BARTLESVIL To have and to his (or her) heirs have its empowered testimony where	LE ZINC hold said tracts and a secutors, admining the secutors and the secutors are secutors.	City, Tow BaseID BARTLESVII 25245 Indicate parcels of land with interest and assign same.	_, Oklahoma to-wing or Subdivision LE ith the appurtenances, forever, in as fu	Sec. Sec. ces thereto	Twp. or Blk. belonging to sale manner as the	aid party of the s	(Bid on each) 8,382.4 second r of said
DES LOT 5 part, Cour	CRIPTION BLK 3 BARTLESVIL To have and to his (or her) heirs have its empowered testimony where	LE ZINC hold said tracts and the secutors, adminition in the secutors in the security in the	City, Tow BaseID BARTLESVII 25245 Indicate parcels of land with interest and assign same.	_, Oklahoma to-wing or Subdivision LE ith the appurtenances, forever, in as fu	Sec. Sec. ces thereto	Twp. or Blk. belonging to sale manner as the	aid party of the s	(Bid on each) 8,382.4 second r of said
DES LOT 5 part, Cour	CRIPTION BLK 3 BARTLESVIL To have and to his (or her) heirs have its empowered testimony where	LE ZINC hold said tracts and a secutors, admining the secutors and the secutors are secutors.	City, Tow BaseID BARTLESVII 25245 Indicate parcels of land with interest and assign same.	_, Oklahoma to-wing or Subdivision LE ith the appurtenances, forever, in as fu	Sec. Sec. ces thereto	Twp. or Blk. belonging to sale manner as th	aid party of the s e said Treasure slahoma, has se	(Bid on each) 8,382.4 second r of said
DES LOT 5 part, Cour	CRIPTION BLK 3 BARTLESVIL To have and to his (or her) heirs have sempowered testimony where and seal the day	LE ZINC hold said tracts and a secutors, admining the secutors and the secutors are secutors.	City, Tow BaseID BARTLESVII 25245 Indicate parcels of land with interest and assign same.	_, Oklahoma to-wing or Subdivision LE ith the appurtenances, forever, in as fu	Sec. Sec. ces thereto	Twp. or Blk. belonging to sale manner as the	aid party of the s e said Treasure slahoma, has se	(Bid on each) 8,382.4 second r of said

STATE OF OKLAHOMA	l.,	
WASHINGTON COUNTY	ss.	
Before me, the undersigned, a Nota	ry Public, within and for the above named County and State, on	June 9, 2025
personally appearedMELISSA	THORNBRUGH	
to me known to be the County Treasure	er of WASHINGTON COUNTY	_, Oklahoma, and the
identical person who executed the w	rithin and foregoing instrument and conveyance of land, and ackr	nowledged to me that
he or she executed the same in his or h	ner capacity as County Treasurer of <u>WASHINGTON COUNTY</u>	, Oklahoma
as his or her free and voluntary act and	deed as such, and as the free and voluntary act and deed ofWA	ASHINGTON COUNTY
and the State of Oklahoma, for the	uses and purposes therein set forth.	
Witness my hand and nota	arial seal the day and year above written.	
(SEAL) My commission expires	0 14, 2027	Notary Public (Or County Clerk)
OFFICIAL OF		
OFFICIAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL SE	Go No	
COMM EXP. 04-14-20 COMM. NO. 0300550	OMA 02	
. NO. 0300550	COUNTY TREASURER'S	
	RESALE TAX DEED	
	FROM COUNTY	
	STATE OF OKLAHOMA	
	TO	
	STATE OF OKLAHOMA, County Ss.	
	Filed in the office of County Clerk for record on this day of	
	at, and recorded in	
	Book of on page	
	oi oii page	
	County Clerk	
	ByDeputy	

1724 W. 4th St.

	WHEREAS,	MELISSA THORN	NBRUGH		Co	ounty Treasurer	
of	WASHINGTO	N COUNTY	, State of Oklahor	ma, on	Jun	e 9, 2025	
sold	seperately and s	ingly, in the manner	provided by law, at tax resale a	nd GREG C	OLLINS		
bid ir	for CIT	OF BARTLESVILLI	E, 401 S JOHNSTONE AVE	BARTLESVILLE	, OK 74003		
the r	eal estate hereir	after described, and					_
	WHEREAS, all	proceedings, notices	s and duties provided, required	and imposed b	y law prerequisi	te to the vesting	of authority
in sa	id County Treasu	irer to execute this re	esale deed have been followed,	given, complie	d with and perfo	rmed, and	•
	WHEREAS, the	e said MELISSA	THORNBRUGH				asurer
is no		, , , , , , , , , , , , , , , , , , , ,	ority to execute this resale deed				
			made on June 9,				
			THORNBRUGH				
-	WASHINGTON	COUNTY	, of the first part, and	CITY OF BA	RTLESVILLE		
			id party of the first part for and	in consideratio	n of the premise	s and the total s	um
		9.270.11					
			these presents doth grant, barg				
			s, and assigns, forever, the follo				
			amount bid in the total sum set		all of said tracts	, parceis, or lots	of land
being	located in <u>WA</u>	SHINGTON COUNT	<u>Y</u> , Oklahoma	to-wit:			
			City, Town or Subdivis	ion			Amount (Bid
	CRIPTION		BaseID	Sec.	Twp. or Blk.	Rng. or Lot	
LOT 14	BLK 1 COMMERCI.	AL CLUB	<u>BARTLESVILLE</u> 11253				9,270.11
			parcels of land with the appurte				
			rators and assigns, forever, in a	s full and amp	le manner as the	e said Treasurer	of said
Coun	ty is empowered	by law to sell the sar	me.				
In t	testimony where	of the Treasurer of e			State of Ok		
			aid County of WASHINGT	ON COUNTY		ahoma has set	his (or her)
			aid County of <u>WASHINGT</u>	ON COUNTY	, State of Ok	ahoma, has set	his (or her)
		and year aforesaid.		ON COUNTY	, State of Ok	ahoma, has set	his (or her)
				ON COUNTY	, State of Ok	ahoma, has set	his (or her)
ATTE	and seal the day			ON COUNTY	STATE OF OK		his (or her)
ATTE	and seal the day			ON COUNTY			his (or her)
ATTE	and seal the day	and year aforesaid.			STATE OF OK	LAHOMA	his (or her)
	and seal the day	and year aforesaid.				LAHOMA WaM	
	and seal the day	and year aforesaid.			STATE OF OK	LAHOMA	

STATE OF OKLAHOMA	l	
WASHINGTON COUNTY	ss.	
Before me, the undersigned, a Nota	ary Public, within and for the above named County and State, on	June 9, 2025
personally appearedMELISSA	THORNBRUGH	
to me known to be the County Treasure	er ofWASHINGTON COUNTY	_ , Oklahoma, and the
identical person who executed the v	within and foregoing instrument and conveyance of land, and ackr	nowledged to me that
he or she executed the same in his or	her capacity as County Treasurer of <u>WASHINGTON COUNTY</u>	, Oklahoma
as his or her free and voluntary act and	d deed as such, and as the free and voluntary act and deed ofWA	ASHINGTON COUNTY
and the State of Oklahoma, for the	uses and purposes therein set forth.	
Witness my hand and not	arial seal the day and year above written.	<u>.</u>
(SEAL)		Notary Public (Or County Clerk)
My commission expires	F.1 14, 2027	
OFFICIAL S JENNIFER V NOTARY PUBLIC O COMM EXP. 04 COMM. NO. 03	WINGO No	
	COUNTY TREASURER'S	
	RESALE TAX DEED	
	FROM COUNTY	
	STATE OF OKLAHOMA	
	ТО	
	3	
	=======================================	
	STATE OF OKLAHOMA, ss.	
	County	
	Filed in the office of County Clerk for record	
	on this day of	
	at, and recorded in	
	Book of on page	
	County Clerk	
	By Deputy	

513 SW Morton Ave

	WHEREAS,MELISSA THO	111-114-11	, County Treasurer
of	WASHINGTON COUNTY	, State of Oklahoma, on	June 9, 2025
sold s	seperately and singly, in the manne	er provided by law, at tax resale andGREG CC	DLLINS
		LLE, 401 S JOHNSTONE AVE BARTLESVILLE	
	eal estate hereinafter described, a		
		ces and duties provided, required and imposed by	v law prerequisite to the vesting of authority
in sai		s resale deed have been followed, given, complied	
111 Jul	WHEREAS, the saidMELISS		, County Treasurer
s no		thority to execute this resale deed,	, county modelies
	- ·	ure made on June 9, 2025	, between
the S		SA THORNBRUGH	
	WASHINGTON COUNTY	of the first part, and <u>CITY OF BA</u>	RTLESVILLE
of the	e Second part, witnesseth, that the	said party of the first part for and in consideration	of the premises and the total sum
paid,	to-wit	_	
hath	granted, bargained and sold, and b	by these presents doth grant, bargain, sell and co	onvey to the said party of the second part,
his (c	or her) heirs, executors, administra	tors, and assigns, forever, the following seperately	y described tracts, parcels, or lots of
-		ne amount bid in the total sum set opposite each,	
		NTY, Oklahoma to-wit:	
	,		
			Amount
		City, Town or Subdivisi <u>on</u>	/B: I
DES	CRIPTION		(Bid Twp. or Blk. Rng. or Lot on each)
-	CRIPTION BLK 4 TERRAPIN ADDN	BaseID Sec. BARTLESVILLE 21518	Twp. or Blk. Rng. or Lot on each) 17,967.6
-	BLK 4 TERRAPIN ADDN	BARTLESVILLE 21518	Twp. or Blk. Rng. or Lot on each) 17,967.6
OT 6 I	BLK 4 TERRAPIN ADDN To have and to hold said tracts a	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second
OT 6 I	BLK 4 TERRAPIN ADDN To have and to hold said tracts a his (or her) heirs, executors, admir	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second
OT 6 I	BLK 4 TERRAPIN ADDN To have and to hold said tracts a	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and ample	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second
OT 6 I part, Cour	BLK 4 TERRAPIN ADDN To have and to hold said tracts a his (or her) heirs, executors, admiruty is empowered by law to sell the	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and amplesame.	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second le manner as the said Treasurer of said
part, Cour	BLK 4 TERRAPIN ADDN To have and to hold said tracts a his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer of	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and amplesame. of said County of WASHINGTON COUNTY	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second le manner as the said Treasurer of said
part, Cour	BLK 4 TERRAPIN ADDN To have and to hold said tracts a his (or her) heirs, executors, admiruty is empowered by law to sell the	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and amplesame. of said County of WASHINGTON COUNTY	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second le manner as the said Treasurer of said
part, Cour	BLK 4 TERRAPIN ADDN To have and to hold said tracts a his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer of	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and amplesame. of said County of WASHINGTON COUNTY	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second le manner as the said Treasurer of said
oT 6 I part, Coun In hand	BLK 4 TERRAPIN ADDN To have and to hold said tracts a his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer and seal the day and year aforesa	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and amplesame. of said County of WASHINGTON COUNTY	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second le manner as the said Treasurer of said
part, Coun	BLK 4 TERRAPIN ADDN To have and to hold said tracts a his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer and seal the day and year aforesa	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and amplesame. of said County of WASHINGTON COUNTY	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second e manner as the said Treasurer of said , State of Oklahoma, has set his (or her)
oT 6 I part, Coun In hand	BLK 4 TERRAPIN ADDN To have and to hold said tracts a his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer and seal the day and year aforesa	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto nistrators and assigns, forever, in as full and amplesame. of said County of WASHINGTON COUNTY aid.	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second e manner as the said Treasurer of said , State of Oklahoma, has set his (or her) STATE OF OKLAHOMA
ot 61 part, Cour In hand	To have and to hold said tracts a his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer and seal the day and year aforesa	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto histrators and assigns, forever, in as full and amplesame. of said County of WASHINGTON COUNTY	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second le manner as the said Treasurer of said , State of Oklahoma, has set his (or her) STATE OF OKLAHOMA
ot 61 part, Cour In hand	To have and to hold said tracts a his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer and seal the day and year aforesa	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto nistrators and assigns, forever, in as full and amplesame. of said County of WASHINGTON COUNTY aid.	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second e manner as the said Treasurer of said , State of Oklahoma, has set his (or her) STATE OF OKLAHOMA
part, Cour	To have and to hold said tracts a his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer and seal the day and year aforesa	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto nistrators and assigns, forever, in as full and amplesame. of said County of WASHINGTON COUNTY aid.	Twp. or Blk. Rng. or Lot on each) 17,967.6 belonging to said party of the second le manner as the said Treasurer of said , State of Oklahoma, has set his (or her) STATE OF OKLAHOMA
ot 61 part, Cour In hand	To have and to hold said tracts a his (or her) heirs, executors, adminity is empowered by law to sell the testimony whereof, the Treasurer and seal the day and year aforesa	BaseID Sec. BARTLESVILLE 21518 and parcels of land with the appurtenances thereto nistrators and assigns, forever, in as full and amplesame. of said County of WASHINGTON COUNTY aid.	Twp. or Blk. Rng. or Lot on each) 17,967. belonging to said party of the second le manner as the said Treasurer of said , State of Oklahoma, has set his (or her) STATE OF OKLAHOMA

STATE OF OKLAHOMA	l
WASHINGTON COUNTY	ss.
Before me, the undersigned, a Nota	y Public, within and for the above named County and State, on
personally appearedMELISSA	THORNBRUGH
to me known to be the County Treasure	r of, Oklahoma, and the
	ithin and foregoing instrument and conveyance of land, and acknowledged to me that
he or she executed the same in his or h	er capacity as County Treasurer of <u>WASHINGTON COUNTY</u> , Oklahoma
as his or her free and voluntary act and	deed as such, and as the free and voluntary act and deed ofWASHINGTON COUNTY
	uses and purposes therein set forth.
Witness my hand and nota	rial seal the day and year above written.
(SEAL)	Notary Public (Or County Clerk)
My commission expires	1 14, 2027
OFFICIAL SI JENNIFER W NOTARY PUBLIC OK COMM EXP. 04-1 COMM. NO. 030	NGO AHOMA 1-2@27
	COUNTY TREASURER'S RESALE TAX DEED
	FROM COUNTY
	STATE OF OKLAHOMA TO
	STATE OF OKLAHOMA, County ss.
	Filed in the office of County Clerk for record on this day of
	at, and recorded in
	Book of on page
	County Clerk
	By Deputy
	=======================================



Agenda Item 7.f.i.

June 26, 2025

Prepared by

Community Development Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt and acceptance of report of findings regarding an appeal by Brad D. Purvis of the Code Enforcement Hearing Examiner's Order of Abatement in Case No. DS-0325-0378, regarding the property at 116 S. Comanche Ave, legally described as the South 1/2 of Lot 5, Block 12, Capitol Hill Addition, Bartlesville, Washington County, Oklahoma.

Attachment: Letter to Mr. Purvis, dated June 26, 2025, w/ Enclosure

Background:

City Council at its last Regular Meeting of June 2, 2025, Agenda Item No. 16, heard an appeal by Mr. Brad Purvis of the Code Enforcement Hearing Examiner's Order of Abatement for demolition and removal of a commercial shed at 116 S. Comanche Ave. The Hearing Examiner had found that the structure was dilapidated, and ordered it to be demolished and removed.

City Council unanimously approved a motion to suspend consideration of the appeal, and to re-docket this agenda item for consideration at the next Council meeting (July 7, 2025), to allow time for City staff to meet with Mr. Purvis to discuss the property, and determine what may be done to secure the property, instead of demolition and removal of the structure. This memorandum constitutes the report on the results of that meeting.

As a result of City staff's site visit and meeting with Mr. Purvis, staff has determined that Mr. Purvis has brought the property into sufficient compliance for the particular uses discussed below. Staff has closed Code Enforcement Case No. DS-0325-0378, and has released the Notice of Dilapidation and Lien on the property, all of which were the subject of Mr. Purvis' appeal to City Council.

II. STAFF COMMENTS AND ANALYSIS

City staff met with Mr. Purvis on June 10, 2025 at the property and together they viewed the exterior and interior of the structure and the yard and fence. From that site visit, City staff has determined that Mr. Purvis has brought the property into sufficient compliance for the particular uses discussed below. The front door of the structure is padlocked and windows are secured so that the structure is not accessible to the general public. Staff appreciates the steps taken by Mr. Purvis, since the code enforcement case, to secure the property and keep the property mowed and clean.

Regarding the structure, Mr. Purvis has been informed by letter (see Attachment) that the structure:

- shall not be used for occupancy, habitation or residence;
- shall only be accessed by Mr. Purvis, and not accessed by employees or others;
- shall be used only for the storage of business personal property and/or personal property; and
- shall be kept locked and secured to prevent occupancy, habitation, residency, or trespass of the structure.

Mr. Purvis also has been informed that:

- the property is in City limits and the City has corrected maps to show this (enclosed with letter, see **Attachment**);
- residential use of the property is prohibited. Prior to any residential use of the property, the owner first would be required to:
 - by obtain a Special Zoning Permit (SZP) from the City Board of Adjustment (BOA);
 - if, and only if, a SZP were granted by BOA, the owner would be required to obtain a building permit to bring the property up to International Residential Code (IRC) standards; and
 - > the owner would be required to utilize state-licensed contractors.

Regarding any potential building permit process in the future, Mr. Purvis has been informed that:

- as part of the building application permit process, City staff also would require the owner to obtain a
 floodplain development permit. Depending on the extent of the project, that could require the owner
 to elevate the property above base flood elevation or install other floodproofing measures;
- the owner could be required to install a concrete driveway approach and driveway off of Comanche Avenue;
- the owner could be required to install sidewalk along Comanche Avenue to the full extent of his property, that would ultimately connect to the existing sidewalk to the south, along the west wall of the building at 1301 SE Frank Phillips Blvd (laundromat);
- regardless of the use of the property, if the owner wished to activate or install any utility service to the property (including electrical, gas, water, or sanitary sewer), or install mechanical (HVAC), electrical, or plumbing improvements on the property, he first would be required to obtain building permits and utilize state-licensed contractors in the respective trades. This in turn likely would trigger the floodplain development permit process and the site improvement requirements including driveway and sidewalk, discussed above, and street landscaping if the use continued as commercial;
- any structural repairs and alterations, including foundation and roof, would first require the owner to obtain a building permit. If and when such repairs and alterations exceed 50 percent of the appraised value of the property, in total, over the remaining life of the structure since 2007, the property then would lose its nonconforming status granted in the 2007 variance (Case No. BOA-07-10-V) for use as a contractor's yard, and the owner would have to apply to the City Planning Commission and City Council to obtain a rezoning to continue to use the property as a contractor's yard (per Zoning Regulation 8.1.7).

City staff has closed the Code Enforcement Case No. DS-0325-0378 and has released the Notice of Dilapidation and Lien on the property, all of which were the subject of Mr. Purvis' appeal to City Council.

III. CONCLUSION AND RECOMMENDED ACTION

Accept this report of findings regarding 116 S. Comanche Avenue and Mr. Purvis' appeal of Code Enforcement Case No. DS-0325-0378.



Community Development Department 401 S Johnstone Ave Bartlesville, OK 74006

June 26, 2025

DELIVERY VIA U.S. FIRST-CLASS RECEIPTED MAIL

Mr. Brad Purvis 100 NE Teresa Lane Bartlesville, OK 74006

RE: Results of Site Visit of 114 - 116 S. Comanche Ave, Order of Abatement, and Appeal of Code Enforcement Case No. DS-0325-0378 (N ½ and S ½ of Lot 5, Block 12, Capitol Hill Addition)

Dear Mr. Purvis:

Thank you for your time and kind cooperation in meeting with City staff to view your property at 114 - 116 S. Comanche Avenue on Tuesday, June 10, 2025. After viewing the property, City staff has determined that the property has been brought into sufficient compliance for the particular uses and restrictions as discussed below. The front door of the structure is padlocked and windows are secured so that the structure is not accessible to the general public. We appreciate the steps you have taken since the code enforcement case to secure and maintain the property.

Please be aware that the structure:

- shall not be used for occupancy, habitation or residence;
- shall only be accessed by you, and not accessed by employees or others;
- shall be used only for the storage of business personal property and/or personal property; and
- shall be kept locked and secured to prevent occupancy, habitation, residency, or trespass of the structure.

Also, please be aware that:

- the property is in City limits and the City has corrected maps to show this (an excerpted copy is enclosed with this letter).
- residential use of the property is prohibited. Prior to any residential use of the property, you first would be required to:
 - > obtain a Special Zoning Permit (SZP) from the City Board of Adjustment (BOA);
 - if, and only if, a SZP were granted by the BOA, you would be required to obtain a building permit to bring the property up to International Residential Code (IRC) standards; and
 - you would be required to utilize state-licensed contractors.

Regarding any potential building permit process in the future, please know the following:

As part of the building application permit process, City staff would require the owner to obtain a floodplain
development permit. Depending on the extent of the project, that could require you to elevate the property
above base flood elevation or install other floodproofing measures.

- You could be required to install a concrete driveway approach and driveway off of Comanche Avenue.
- You could be required to install sidewalk along Comanche Avenue to the full extent of your property, that
 would ultimately connect to the existing sidewalk to the south, along the west wall of the building at 1301
 SE Frank Phillips Blvd (laundromat).
- Regardless of the use of the property, if you wished to activate or install any utility service to the property
 (including electrical, gas, water, or sanitary sewer), or install mechanical (HVAC), electrical, or plumbing
 improvements on the property, you first would be required to obtain building permits and utilize statelicensed contractors in the respective trades. This, in turn, likely would trigger the floodplain development
 permit process and the site improvement requirements including driveway and sidewalk, discussed above,
 and street landscaping if the use continued as commercial.
- Any structural repairs and alterations, including foundation and roof, would first require you to obtain a building permit. If and when such repairs and alterations exceed 50 percent of the appraised value of the property, in total, over the remaining life of the structure since 2007, the property then would lose its nonconforming status granted in the 2007 variance (Case No. BOA-07-10-V) for use as a contractor's yard, and the owner would have to apply to the City Planning Commission and City Council to obtain a rezoning to continue to use the property as a contractor's yard (per Zoning Regulation 8.1.7).

Again, we appreciate the steps you have taken since the code enforcement case to secure and maintain the property.

As a result, City staff has closed Code Enforcement Case No. DS-0325-0378, and has released the Notice of Dilapidation and Lien on the property.

Please plan to attend the City Council meeting, scheduled for Monday, July 7, 2025, 5:30 P.M., at City Hall, 401 S. Johnstone Ave, 1st Floor Council Chambers, in case City Council has any questions on this matter.

In the meantime, if you have any questions, please contact me or the Community Development Department staff by phone at 918-338-4238, or email <u>permits@cityofbartlesville.org</u>, or come visit us at City Hall, 2nd Floor, Community Development Department, 401 S. Johnstone Ave.

Sincerely,

Larry R. Curtis

Director of Community Development

Enclosure

Bartlesville City Limits Boundary

Source: https://www.cityofbartlesville.org/departments/engineering





Progress Report

Bartlesville NEXT

Current Reporting Date: Jun 01, 2025 - Jun 30, 2025

Report Created On: Jun 26, 2025





Executive Summary

Summary:

The Bartlesville NEXT plan is approaching completion, with 96% of objectives achieved. The strategic framework encompasses community character, financial strength, economic vitality, infrastructure, and emerging issues. More than 90% of goals have been finalized, resulting in significant advancements in governance, civic engagement, infrastructure, and quality of life. Ongoing coordination and partnerships with community groups, enhancements in city communication and surveys, and the successful modernization of internal processes have fostered an environment conducive to sustainable growth and operational excellence. Remaining projects primarily concern integration, continued evaluation, and fine-tuning of programs already established.

Accomplishments

Key achievements include the update and launch of the city's website, completion of the Parks Masterplan and multiple city plans, implementation of annual community and employee feedback systems, and execution of several community-inclusive events. Infrastructure assets, such as water utilities, have been catalogued and training initiated, with improvements in road conditions also attained. Formal policies regarding debt, capital planning, and utility rates have been adopted. Programs to improve city workplace culture, staff recruitment, evaluation, and recognitions are in place, and various community partnerships, including those supporting economic development and public safety, have met targets. Surveys, digital reports, and outreach efforts have expanded transparency and citizen engagement.

Roadblocks:

Although progress is substantial, some initiatives experienced disruption, notably the initial overlap of city events affecting attendance. Certain projects, such as the asset management program, require further testing and training to ensure comprehensive adoption. Collaboration in areas like homelessness support faces delays outside city control, such as those posed by regulatory agencies. The establishment of combined or streamlined events is under consideration to optimize impact and participation. Other ongoing challenges involve refining integration of new technologies and feedback from ongoing surveys and committee findings for process optimization.

Recommendations:

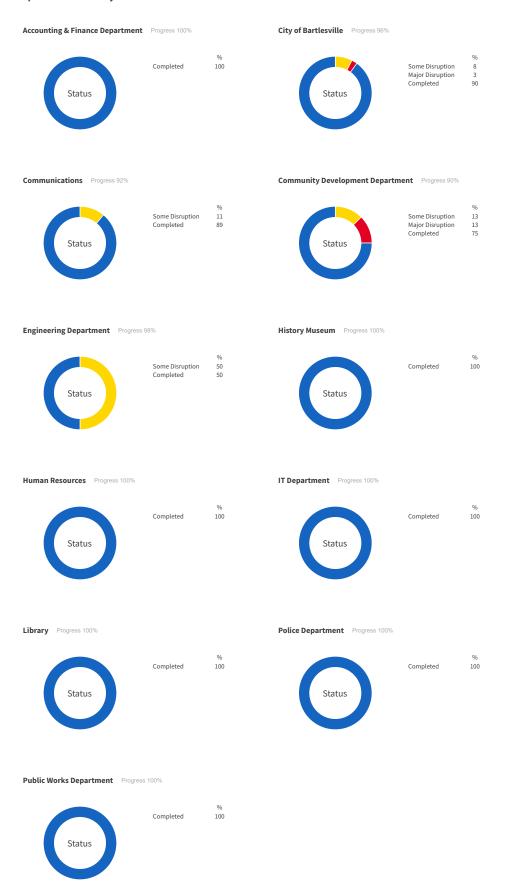
To sustain momentum and optimize outcomes, it is recommended to combine standalone initiatives with larger city events where feasible, maximizing reach and resource efficiency. Continuous review of digital assets and feedback systems should be institutionalized to maintain effectiveness and meet evolving community needs. For projects with external dependencies, proactive communication and collaborative problem-solving with regulatory bodies and partners are advised. Ongoing training in asset management tools and a phased approach to integrating new operational procedures will ensure effective adoption. Finally, regular evaluation of engagement and incentive programs will help maintain strong staff morale and community satisfaction.

Report Legend

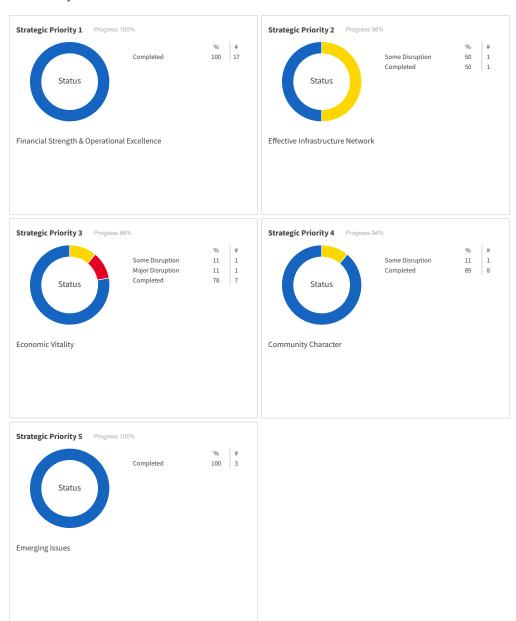


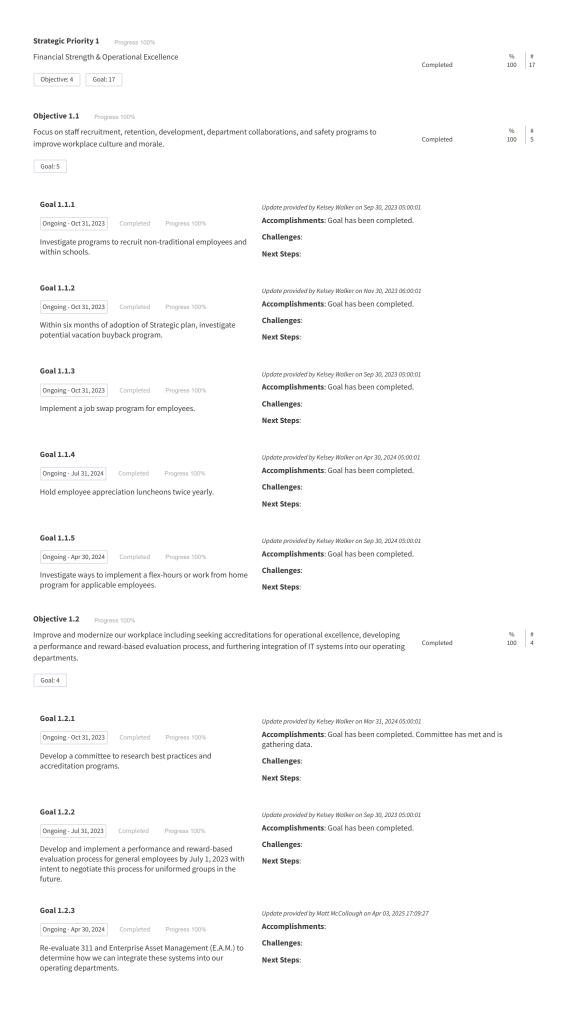


Department Summary



Plan Summary





Goal 1.2.4 Update provided by Kelsey Walker on Mar 28, 2025 13:35:46 Accomplishments: Redesigned website launched to the public on March 19. Ongoing - Oct 31, 2024 Next Steps: Staff will continue to routinely monitor the website to assess if Revise and update our website using newest technologies and further changes are needed in the future. integrations to improve citizen satisfaction and e-gov capabilities. Objective 1.3 Progress 100% Develop annual communications and feedback systems to include a standard report to citizens, community % # 100 5 Completed survey, and employee survey. Goal: 5 Goal 1.3.1 Update provided by Kelsey Walker on Sep 30, 2024 05:00:01 Accomplishments: Goal has been completed. Ongoing - Sep 30, 2024 Completed Progress 100% Challenges: Create and publish annual digital report on overall City and departmental achievements, progress, and goals. Summary of Next Steps report to be circulated in utility bill. Goal 1.3.2 Update provided by Kelli Williams on Apr 25, 2025 14:43:13 Accomplishments: Post cards were mailed as planned and the online portion of Ongoing - Apr 30, 2024 Progress 100% the survey opened April 14. This portion will end April 28, officially ending the Create and distribute an annual survey to obtain citizen survey. The Communications Department has consistently publicized both the randomized and online survey options and will release the results when they are feedback and requests for all City departments. Individual made available by Polco, the consultant. departments may also be surveyed individually as part of a 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 Accomplishments: Goal has been completed. Ongoing - Jul 31, 2023 Progress 100% 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 Undate provided by Kelsey Walker on May 31, 2024 05:00:01 Accomplishments: Goal has been completed. Ongoing - Oct 31, 2023 Completed Progress 100% Challenges: Develop feedback cards for golf course, library and other City services as appropriate. Next Steps Goal 1.3.5 Update provided by Kelsey Walker on Aug 31, 2023 05:00:01 Accomplishments: Goal has been compelted. Ongoing - Apr 30, 2024 Completed Progress 100% Challenges: Continue to enhance, improve, and promote City Beat and grow subscription base by 10% Next Steps: Objective 1.4 Progress 100% Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Completed Council handbook Goal: 3 Goal 1.4.1 Update provided by Kelsey Walker on Dec 31, 2023 06:00:01 Accomplishments: Goal has been completed, Ongoing - Oct 31, 2023 Completed Progress 100% Challenges: Develop and adopt formal policies pertaining to: Next Steps: Debt Policy Utility Rate Studies • Capital Planning Policy Goal 1.4.2 Update provided by Jason Muninger on May 01, 2025 15:01:48 Accomplishments: Ongoing - Jul 31, 2025 Completed Progress 100% Challenges: Future budgets should include 5-year projections of revenue

Next Steps:

and expenditures for major operating funds to assist the

Council and Staff in better planning for the future.

Goal 1.4.3

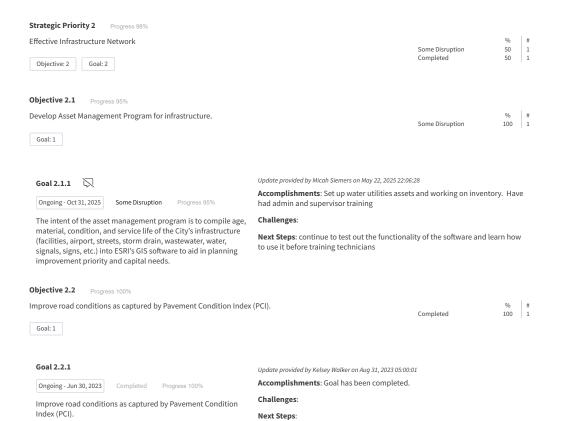
Ongoing - Apr 30, 2024 Completed Progress 100%

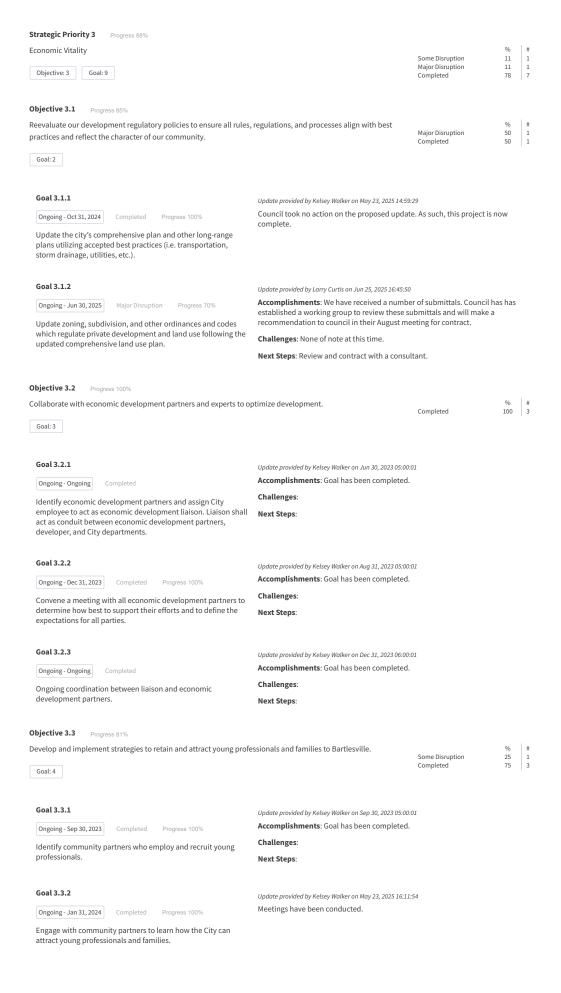
City Council will adopt a City Council Handbook that will help to guide current and future City Councils. City Manager will work with Mayor to schedule a Council workshop to discuss this item within one year of adoption of Strategic Plan.

Update provided by Kelsey Walker on Dec 31, 2023 06:00:01 ${\bf Accomplishments} : {\sf Goal\ has\ been\ completed}.$

Challenges:

Next Steps:





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

Goal 3.3.3 💢 💍

Ongoing - Jan 01, 2024 Some Disruption Progress 25%

Examine ways to make the community more enticing for $% \left(1\right) =\left(1\right) \left(1\right)$ businesses and restaurants that attract young professionals and families.

Goal 3.3.4

Ongoing - Jan 31, 2024 Completed Progress 100%

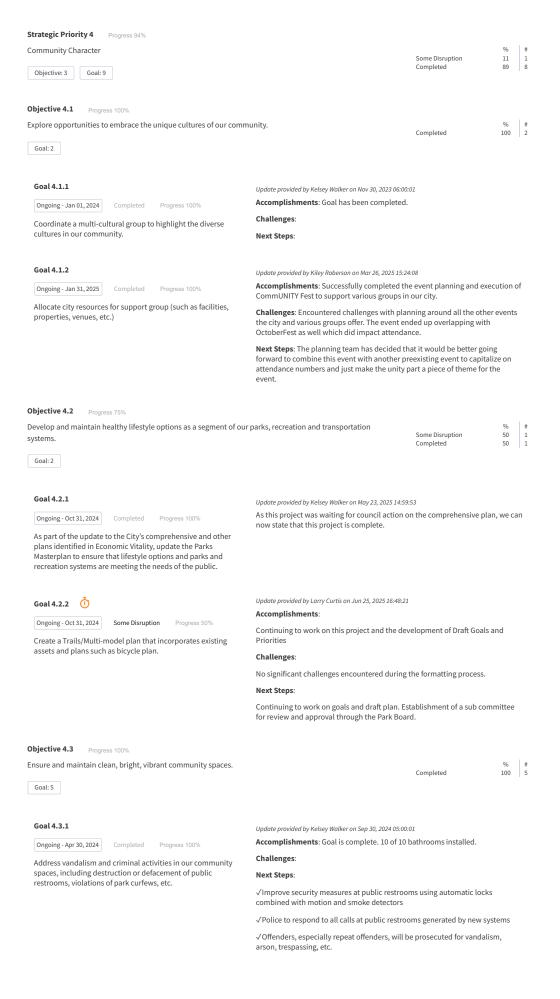
Work closely with BDA and Visit Bartlesville to promote their efforts and accomplishments.

Update provided by Kelsey Walker on Jun 30, 2024 05:00:01

 ${\bf Accomplishments} : {\sf Goal \ has \ been \ completed}.$

Challenges:

Next Steps:



Goal 4.3.2

Update provided by Kelsey Walker on Jun 26, 2025 14:18:19

Ongoing - Oct 31,

Completed Progress 100%

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 Kelsey Walker on Mar 31, 2024 05:00:01

Accomplishments: Goal has been completed.

Challenges:

 $Committee \ is \ established \ and \ had \ completed \ working \ on \ the \ projects \ as \ established \ by \ council.$

Next Steps:

Goal 4.3.3

Ongoing - Oct 31, 2023 Completed Progress 100%

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.

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

Challenges:

Next Steps:

Goal 4.3.5

Ongoing - Jul 31, 2023 Completed

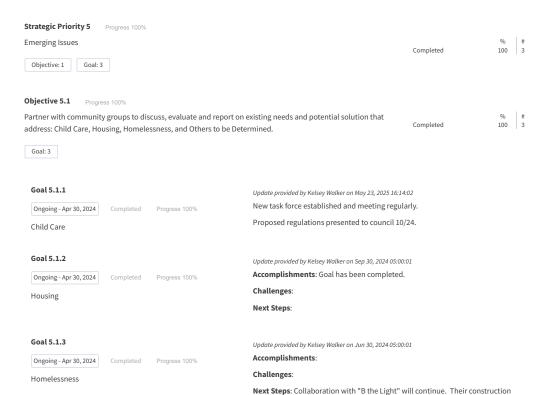
Progress 100%

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

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

Challenges:

Next Steps:



currently delayed by ODEQ.



Agenda Item 7.h.i.

July 7th, 2025

Prepared by Captain Daniel Elkins
Police Department

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 June 2025.

III. Staff Comments and Analysis:

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

IV. Recommended Action:

a. Review Attached reports.

Bartlesville Police Department

 $\hbox{\it Chief of Police, Kevin Ickleberry--Deputy Chief of Police, Troy Newell}\\$

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 -June 2025-

Date: 06/25/2025.

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 May 26 th to June 25 th	
Total License Plates Captured	780623
Unique License Plates Captured	514221
Total Hotlist Entered	3
Alerts Matched Against Hotlists	1
Searches Conducted by Personnel	123 total, on 21 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	06/25/2025
Daniel	Mains	Patrol Lieutenant	Admin	06/20/2025
Gina	Kennedy	Dispatcher	User	06/20/2025
Glenn	McClintock	CID Lieutenant	Admin	06/24/2025
Greg	Oates	LEAD	Admin	06/23/2025
Hannah	Harbour	LEAD	Admin	06/17/2025
Jakaya	Barker	Dispatcher	User	4/23/2025
Jamie	Tennell	Dispatcher	User	04/26/2025
Jasie	Mercier	Dispatcher	User	06/21/2025
Jay	Hastings	Service Captain	Admin	12/19/2024
Jennifer	Hart	Dispatcher	User	06/24/2025
Joshua	Johnson	Patrol Lieutenant	Admin	05/29/2025
Kevin	Ickleberry	Chief	Admin	02/20/2025
Keylee	Johnson	LEAD	Admin	06/24/2025
Lauren	Holland	Dispatcher	User	06/16/2025
Lisa	Duncan	Dispatcher	User	06/14/2025
Makinze	Powell	Dispatcher	User	06/23/2025
Mike	Stokes	Dispatcher	Admin	05/21/2025
Rudy	Brooklyn	Dispatcher	User	06/24/2025
Sarah	Barajas	Dispatcher	User	04/28/2025
Sarah	Vigil	Dispatcher	User	04/24/2025
Tanya	Yates	Dispatcher	User	06/24/2025
Travis	Martinez	Patrol Captain	Admin	

Tyler Diedrich Patrol Lieutenant Admin

5. System Maintenance & Uptime

Camera Location	Uptime %	Maintenance Performed	Notes
#1 Frank Phillips	99%	Device Operating	
Blvd @ Hwy 123	9970	Normally	
#2 3700 block of	100%	Device Operating	
	100%		
Frank Phillips Blvd.		Normally	
#3 Hillcrest Dr. &	100%	Davisa On anatina	
_	100%	Device Operating	
Caney River-		Normally	
Northbound	1000/	D : 0 ::	
#4 Madison Blvd.	100%	Device Operating	
& Tuxedo Blvd		Normally	
Southbound	1000/		
#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

See attached excel reports for greater detail.

Name Total Ne	tw Time Frame	License Pla	Reason Case #	Filters	Search Tim Search Type
Joshua Joh	1 5/26/202	LSA975	Stolen vehicle	All Images	5/27/2025, search
Joshua Joh	1 5/20/202	LSA975	Stolen vehicle	All Images	5/27/2025, search
Joshua Joh	1 5/20/202		Stolen vehicle	Dodge Pick	5/27/2025, search
Joshua Joh 1	10 5/20/202		Stolen vehicle	Dodge Whi	5/27/2025, search
Daniel Mai	1 5/28/202	DUAW63	2025-00021860		5/28/2025, search
Joshua Joh	1 5/28/202	N664353	Suspect vehicle	All Images	5/29/2025, search
Daniel Mai	1 3/2/2025,	XE1B1L	2025-00022039		5/30/2025, search
Daniel Mai	1 3/2/2025,	XE1B1L	2025-00022039	Missouri	5/30/2025, search
Greg Oates	1 6/1/2025,	0990ABM	STOLEN	Kansas	6/1/2025, (search
Greg Oates			STOLEN	Kansas	6/1/2025, (search
		GZV523	OSBI ICAC Child Porn		5/29/2025, search
Daniel Elkir		GZV523	OSBI ICAC Child Porn		5/29/2025, search
Daniel Elkir		GZV523	OSBI ICAC Child Porn		5/29/2025, search
Daniel Elkir		GZV523	OSBI ICAC Child Porn		5/29/2025, search
Daniel Elkir		GZV523	OSBI ICAC Child Porn		5/29/2025, search
Daniel Elkir		GZV523	OSBI ICAC Child Porn		5/29/2025, search
Daniel Elkir		GZV523	OSBI ICAC Child Porn		5/29/2025, search
Daniel Elkir		GZV523	OSBI ICAC Child Porn		5/29/2025, search
Daniel Elkir		GZV523	OSBI ICAC Child Porn		5/29/2025, search
Daniel Elkir		GZV523	OSBI ICAC Child Porn		5/29/2025, search
Daniel Elkir Daniel Elkir		GZV523	OSBI ICAC Child Porn OSBI ICAC Child Porn		5/29/2025, search
Daniel Elkir		GZV523 GZV523	OSBI ICAC Child Porn		5/29/2025, search 5/29/2025, search
Daniel Elkir		GZV523 GZV523	OSBI ICAC Child Porn		5/29/2025, search
Keylee Johi	1 5/31/202	027323	2025-00022361	Cadillac Bla	5/31/2025, search
Keylee Johi	1 5/31/202		2025-00022361		5/31/2025, search
Keylee Johi	1 5/31/202		2025-00022361		5/31/2025, search
Keylee Johi	1 5/31/202		2025-00022361		5/31/2025, search
Keylee Johi		LWF919	2025-00022361		5/31/2025, search
Keylee Johi	1 5/31/202		2025-00022361		5/31/2025, search
Keylee Johi		LWF919	2025-00022361		5/31/2025, search
Keylee Johi	1 5/31/202		2025-00022361		5/31/2025, search
Keylee Johi	1 5/31/202		2025-00022361		5/31/2025, search
Keylee Johi	1 5/31/202		2025-00022361	Mercedes I	5/31/2025, search
Keylee Johi	1 5/31/202		2025-0002 2025-0002	Mercedes I	5/31/2025, search
Keylee Johi	1 5/31/202		2025-0002 2025-0002	Mercedes I	5/31/2025, search
Keylee Johi	1 5/31/202		2025-0002 2025-0002	Mercedes I	5/31/2025, search
Keylee Johi	1 5/31/202		2025-0002 2025-0002	Mercedes I	5/31/2025, search
Keylee Johi	1 5/31/202		2025-0002 2025-0002	Mercedes I	5/31/2025, search
Keylee Johi	1 5/31/202		2025-0002 2025-0002	Mercedes I	5/31/2025, search
Keylee Johi	1 5/31/202		2025-0002 2025-0002		
Keylee Johi	1 5/31/202		2025-0002 2025-0002	Mercedes I	
Daniel Mai	1 6/3/2025,		2025-00023056		6/5/2025, (search
Daniel Mai	1 6/1/2025,		2025-00023056		6/5/2025, (search
Jasie Merci	1 6/6/2025,		STOLEN VE 2025-0002		
Jasie Merci	1 5/7/2025,	LSA975	STOLEN VE 2025-0002	Oklahoma	6/6/2025, (search

Greg Oates	1 6/9/2025,		STOLEN	Ford White 6/9/2025, (search
Greg Oates	1 6/9/2025,		STOLEN	Ford White 6/9/2025, (search
Greg Oates	1 6/9/2025,		STOLEN	Ford White 6/9/2025, (search
Greg Oates	1 6/9/2025,		STOLEN	Ford White 6/9/2025, (search
Greg Oates	1 6/9/2025,		STOLEN	Ford White 6/9/2025, (search
Greg Oates	1 6/9/2025,	697SBF	STOLEN	Kansas 6/9/2025, (search
Glenn McC	104 6/11/202	EVX880	2025-00023834	Oklahoma 6/11/2025, search
Greg Oates	1 6/9/2025,	697SBF	STOLEN	Kansas 6/9/2025, (search
Greg Oates	1 6/9/2025,	697SBF	STOLEN	6/9/2025, (search
Greg Oates	1 6/9/2025,	697SBF	STOLEN	Kansas 6/9/2025, (search
Glenn McC	1 5/17/202		2025-0002119	Ford White 6/13/2025, search
Glenn McC	1 5/17/202		2025-0002119	Ford White 6/13/2025, search
Daniel Mai	1 5/23/202		2025-00022119	Ford White 6/11/2025, search
Daniel Mai	1 5/13/202		2025-0002219	6/11/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Oklahoma 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Chevrolet E 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Chevrolet E 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Chevrolet E 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Chevrolet E 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Chevrolet E 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Chevrolet E 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Blue Pickur 6/15/2025, search
•	1 6/14/202		2025-00024314	• • • • • • • • • • • • • • • • • • • •
Keylee Johi				Blue Pickur 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Blue Pickur 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Blue Pickur 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Blue Pickur 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Blue Pickur 6/15/2025, search
Daniel Maii	1 6/19/202	8t3316	2025-00024953	6/19/2025, search
Daniel Mai	1 6/18/202	8t3316	2025-00024953	6/19/2025, search
Daniel Mai	1 6/18/202	8t3316	2025-00024953	6/19/2025, search
Keylee Johi	110 6/8/2025,	GZV568	2025-00024314	Blue Pickur 6/15/2025, search
Keylee Johi	1 6/14/202		2025-00024314	Ford Silver_ 6/15/2025, search
Daniel Mai	• •	RAU533	2025-00025178	6/20/2025, search
Daniel Mai	1 6/18/202	RAU533	2025-00025178	6/20/2025, search
Daniel Mai	104 6/9/2025,	DBW090	2025-00023795	6/11/2025, search
Daniel Elkir	1 4/27/202		Missing Pe 2025-0001	.8465 5/27/2025, search
Daniel Mai	1 6/4/2025,	VT1729	2025-00023203	6/6/2025, :search
Greg Oates	1 6/21/202		STOLEN	Ford Green 6/22/2025, search
Greg Oates	1 6/21/202		STOLEN	Ford Green 6/22/2025, search
Greg Oates	1 6/21/202		STOLEN	Ford Green 6/22/2025, search
Keylee Johi	1 6/23/202		2025-00025639	Chevrolet \ 6/23/2025, search
Keylee Johi	1 6/23/202		2025-00025639	Chevrolet \ 6/23/2025, search
Joshua Joh	1 5/25/202	LSA975	Stolen vehicle	All Images 5/26/2025, search
Joshua Joh	1 5/19/202	LSA975	Stolen vehicle	All Images 5/26/2025, search
Joshua Joh	1 5/25/202		Stolen vehicle	Gmc Black 5/26/2025, search
Joshua Joh	1 5/25/202	LSA975	Stolen vehicle	All Images 5/26/2025, search
Joshua Joh		LSA975	Stolen vehicle	All Images 5/26/2025, search
	, ,		-	3 -, -, -==,-==,-

Greg Oates	1 5/28/202	YAMHD2B	STOLEN	5/28/2025, search
Greg Oates	1 5/28/202	YAMHD2B	7 STOLEN	5/28/2025, search
Joshua Joh	1 5/26/202	LSP814	Stolen vehicle	All Images 5/27/2025, search
Joshua Joh	1 5/20/202	LSP814	Stolen vehicle	All Images 5/27/2025, search
Joshua Joh	110 5/20/202	LSP814	Stolen vehicle	All Images 5/27/2025, search
Joshua Joh	110 5/20/202	LSP814	Stolen vehicle	All Images 5/27/2025, search
Greg Oates	1 6/9/2025	, QVU933	STOLEN	Oklahoma 6/9/2025, (search
Greg Oates	1 6/9/2025	, QVU933	STOLEN	Oklahoma 6/9/2025, (search
Daniel Mai	1 6/11/202	CW9247	2025-00024044	All Images 6/12/2025, search
Glenn McC	1 6/11/202		2025-00023834	Honda Whi 6/11/2025, search
Greg Oates	1 6/21/202		STOLEN	Ford Green 6/22/2025, search
Greg Oates	1 6/21/202		STOLEN	Ford Green 6/22/2025, search
Greg Oates	1 6/21/202	KJC085	stolen	Oklahoma 6/22/2025, search
Hannah Ha	5814 6/10/202	DBW090	Missing Pe 2025-0002	Oklahoma 6/11/2025, search
Hannah Ha	1 6/10/202		Missing Pe 2025-0002	Gmc Blue F 6/11/2025, search
Glenn McC	104 6/11/202	AE2658	2025-00023952	Oklahoma 6/12/2025, search
Glenn McC	104 6/11/202	AE2658	2025-00023952	6/12/2025, search
Daniel Mai	1 6/2/2025	,	2025-00023934	Hyundai Re 6/12/2025, search
Hannah Ha	1 6/16/202		Missing Pe 2025-0000	Honda Blu€ 6/17/2025, search
Hannah Ha	1 6/16/202		Missing Pe 2025-0000	Honda Blu€ 6/17/2025, search
Greg Oates	1 6/21/202	KJC085	stolen	Oklahoma 6/22/2025, search
Greg Oates	1 6/22/202	KJC085	STOLEN	6/22/2025, search
Glenn McC	1 6/11/202	EVX880	2025-00023834	Honda Whi 6/11/2025, search
Glenn McC	5805 5/10/202	LSA975	Stolen vehi 2025-0002	Oklahoma 6/9/2025, (search
Glenn McC	110 6/9/2025	, DBW090	Missing per 2025-0002	Oklahoma 6/12/2025, search
Glenn McC	1 6/9/2025	, DBW090	Missing pe 2025-0002	Oklahoma 6/12/2025, search
Keylee Johi	1 6/22/202		2025-00025447	Ford Green 6/22/2025, search
Keylee Johi	1 6/22/202		2025-00025447	Ford Green 6/22/2025, search
Keylee Johi	1 6/22/202		2025-00025447	Ford Green 6/22/2025, search
Keylee Johi	1 6/22/202		2025-00025447	Green Blue 6/22/2025, search

Average Days Visited by Role, by Service, Last 30 Days Expand role to see individual user data; average includes only users who visited service

Service

	All	Hotlist	Search	Sharing	VMS Page	Web App
Role/User	Days	Days	Days	Days		_
Admin	8.13	3.83	3.5		1	4.86
Andrew Ward						
Daniel Elkins	3	1				3
Daniel Mains	9		8			8
Glenn McClintock	7	3	3			4
Greg Oates	7	5				5
Hannah Harbour	9	4				4
Jay Hastings						
Joshua Johnson	2		2			
Kevin Ickleberry						
Keylee Johnson	16	7	1		1	7
Mike Stokes	12	3			1	3
Travis Martinez						
Tyler Diedrich						
Dispatch						

Alison Pittman			
No Assigned Role			
Chris Neal			
Sarah Barajas			
Troy Newell			
Warren Morrow			
User	6.75	4	4
Chad McCarty			
Gina Kennedy	2		
Jakaya Barker			
Jamie Tennell			
Jasie Mercier	10	6	6
Jennifer Hart	9		4
Lauren Holland	2	1	1
Lisa Duncan	1	1	1
Makinze Powell	9	9	9
Rudy Brooklyn	6	3	3
Sarah Vigil			
Tanya Yates	15	4	4



Agenda Item 7.i.i.

June 19, 2025

Prepared by Jason Muninger, CFO/City Clerk

Accounting and Finance

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the eleven months ending May 30,

2025. Attachments:

Interim Financials for May 30, 2025

II. STAFF COMMENTS AND ANALYSIS

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



REPORT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES

For The Eleven Months Ended May 31, 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

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WATER OPERATING/BMA WATER FUNDS
SANITATION

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REVENUE BUDGET STATUS
EXPENDITURE BUDGET STATUS
CHANGE IN FUND BALANCE

EXPLANATORY MEMO

FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



GENERAL FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

92% of Year Lapsed

	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:								
Sales Tax	\$ 17,869,148	\$ 16,380,052	\$ 16,713,814	\$ -	\$ 16,713,814	93.5%	\$ 16,629,133	92.0%
Use Tax	4,513,154	4,137,058	4,510,735	-	4,510,735	99.9%	4,482,543	93.0%
Gross Receipt Tax	1,656,600	1,518,550	1,424,391	-	1,424,391	86.0%	1,424,076	92.7%
Licenses and Permits	260,000	238,333	228,958	-	228,958	88.1%	250,841	96.5%
Intergovernmental	629,000	576,583	1,102,012	-	1,102,012	175.2%	655,445	89.9%
Charges for Services	539,900	494,908	484,361	-	484,361	89.7%	535,202	93.0%
Court Costs	193,900	177,742	137,907	-	137,907	71.1%	175,315	94.8%
Police/Traffic Fines	393,300	360,525	246,668	-	246,668	62.7%	319,646	94.2%
Parking Fines	45,300	41,525	46,117	-	46,117	101.8%	47,085	91.6%
Other Fines	66,000	60,500	52,787	-	52,787	80.0%	58,791	93.1%
Investment Income	150,000	137,500	2,142,335	-	2,142,335	1428.2%	2,788,917	131.8%
Miscellaneous Income	868,824	796,422	1,282,602	-	1,282,602	147.6%	1,106,595	97.1%
Transfers In	6,549,579	6,003,781	6,003,784		6,003,784	91.7%	6,014,460	91.7%
Total	\$ 33,734,705	\$ 30,923,479	\$ 34,376,471	\$ -	\$ 34,376,471	101.9%	\$ 34,488,049	94.6%
Expenditures:								
General Government	\$ 10 205 2/2	\$ 9,905,355	\$ 8,530,031	\$ 485,386	\$ 9,015,417	83.4%	\$ 7,883,564	87.6%
Public Safety	18,458,736	16,920,508	16,883,414	203,068	17,086,482	92.6%	15,697,900	92.0%
Street	2,264,849	2,076,112	1,795,617	60,284	1,855,900	81.9%	1,675,249	86.6%
Culture and Recreation	3,867,881	3,545,558	3,136,146	74,693	3,210,839	83.0%	3,132,146	87.6%
Transfers Out	4,787,466	4,388,511	4,388,514	74,055	4,388,514	91.7%	3,840,012	91.7%
Reserves	1,225,200	1,123,100			-	0.0%	-	N.A.
Total	\$ 41,409,974	\$ 37,959,144	\$ 34,733,722	\$ 823,431	\$ 35,557,152	85.9%	\$ 32,228,871	90.1%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 5,555,372					
Net Revenue (Expense)			(357,251)					

\$ 5,198,121

Ending Fund Balance

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

	2024-25 Fiscal Year					2023-24 Fisca	2023-24 Fiscal Year	
						% of		% Total
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total	Budget	YTD Total	Year
Revenue:								
Wastewater Fees	\$ 6,742,581	\$ 6,180,699	\$ 5,985,628	\$ -	\$ 5,985,628	88.8%	\$ 5,605,216	91.9%
Investment Income	-	-	185,706	-	185,706	N.A.	-	0.0%
Debt Proceeds	83,000,000	76,083,333	-	-	-	0.0%	-	N.A.
Miscellaneous	30,000	27,500	109,200		109,200	364.0%	136,001	99.9%
Total	\$ 89,772,581	\$ 82,291,532	\$ 6,280,534	<u>\$ -</u>	\$ 6,280,534	7.0%	\$ 5,741,217	90.0%
Expenditures:								
Wastewater Plant	\$ 3,179,670	\$ 2,914,698	\$ 2,820,307		. , ,	97.9%	\$ 2,935,599	99.4%
Wastewater Maint	999,237	915,967	822,750	3,201	825,951	82.7%	767,409	92.3%
BMA Expenses	1,500,000	1,375,000	-	-	-	0.0%	-	N.A.
Transfers Out	1,836,183	1,683,168	1,683,169	-	1,683,169	91.7%	1,509,728	91.7%
Reserves	97,138	89,043		-		0.0%		N.A.
Total	\$ 7,612,228	\$ 6,977,876	\$ 5,326,225	\$ 296,978	\$ 5,623,203	73.9%	\$ 5,212,736	95.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,925,118					
Net Revenue (Expense)			954,308					
Ending Fund Balance			\$ 3,879,426					

COMBINED WATER OPERATING & BMA WATER FUNDS

Statement of Revenue, Expenditures, and Changes in Fund Balances

		2023-24 Fisc	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	\$ 10,166,878	\$ 10,134,521	\$ -	\$ 10,134,521	91.4%	\$ 9,636,717	91.6%
Investment Income	-	-	155,051	-	155,051	N.A.	-	0.0%
Debt Proceeds	7,500,000	6,875,000	-	-	-	0.0%	-	N.A.
Miscellaneous			8,856		8,856	N.A.	749,416	100.0%
Total	\$ 18,591,140	\$ 17,041,878	\$ 10,298,428	\$ -	\$ 10,298,428	55.4%	\$ 10,386,133	90.9%
Expenditures:								
Water Plant	\$ 4,240,410	\$ 3,887,043	\$ 3,258,740	\$ 344,343	\$ 3,603,082	85.0%	\$ 3,149,371	85.4%
Water Administration	478,954	439,041	392,608	50,971	443,579	92.6%	369,191	89.5%
Water Distribution	2,405,156	2,204,726	1,850,588	90,342	1,940,930	80.7%	1,631,014	84.8%
BMA Expenses	10,775,784	9,877,802	3,000,135	306,009	3,306,144	30.7%	3,037,112	75.0%
Transfers Out	2,878,743	2,638,848	2,638,849	-	2,638,849	91.7%	2,369,841	91.7%
Reserves	252,659	231,604				0.0%		N.A.
Total	\$ 21,031,706	\$ 19,279,064	\$ 11,140,919	\$ 791,665	\$ 11,932,584	56.7%	\$ 10,556,529	83.4%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,688,787					
Net Revenue (Expense)			(842,491)					
Ending Fund Balance			\$ 6,846,296					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

	2024-25 Fiscal Year										_	2023-24 Fiscal Year		
											% of			% Total
		otal Budget	_\	/TD Budget		YTD Actual	Y	TD Encum		YTD Total	Budget	_	YTD Total	Year
Revenue:														
Collection Fees	\$	6,626,914	\$	6,074,671	\$	6,209,070	\$	-	\$	6,209,070	93.7%	\$	5,676,059	91.7%
Investment Income		-		-		6,695		-		6,695	N.A.		-	N.A.
Miscellaneous		56,334		45,669		36,705		-		36,705	65.2%		128,288	92.8%
Transfers In	_		_				_				N.A.			N.A.
Total	<u>\$</u>	6,683,248	\$	6,120,340	\$	6,252,470	\$		\$	6,252,470	93.6%	<u>\$</u>	5,804,347	91.7%
Expenditures:														
Sanitation	\$	3,911,821	\$	3,585,836	\$	3,285,158	\$	153,486	\$	3,438,644	87.9%	\$	3,065,787	86.8%
Transfers Out		2,684,272		2,460,583		2,460,584		-		2,460,584	91.7%		2,428,920	91.7%
Reserves	_	140,718	_	128,992	_	-	_	-	_		0.0%	-	-	N.A.
Total	\$	6,736,811	\$	6,175,411	\$	5,745,742	\$	153,486	\$	5,899,228	87.6%	<u>\$</u>	5,494,707	88.9%
Changes in Fund Balance:														
Fund Balance 7/1					\$	261,319								
Net Revenue (Expense)						506,728								
Ending Fund Balance					\$	768,047								

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	1,881,469	1,969,545	105%
E-911 Fund	1,366,836	1,371,805	100%
Special Library Fund	88,000	193,891	220%
Special Museum Fund	-	12,942	N/A
Municipal Airport Fund	737,000	1,629,366	221%
Harshfield Library Donation Fund	-	32,365	N/A
Restricted Revenue Fund	91,320	31,096	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	4,861,812	98%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,371,537	4,385,144	130%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	33,060	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	1,044,253	90%
Sooner Pool Operating Fund	71,179	67,436	95%
Frontier Pool Operating Fund	95,013	90,525	95%
Municipal Airport Operating	526,200	563,437	107%
, , , , -	,	•	
Internal Service Funds:	122.054	121.020	040/
Worker's Compensation Fund	132,951	121,026	91%
Health Insurance Fund	5,859,409	6,024,542	103%
Auto Collision Insurance Fund	75,000	121,954	163%
Stabilization Reserve Fund	1,550,943	1,421,698	92%
Capital Improvement Reserve Fund	8,057,005	7,941,624	99%
Mausoleum Trust Fund	-	538	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	5,708,341	2,929,749	51%
E-911 Fund	1,487,474	1,211,385	81%
Special Library Fund	207,463	130,711	63%
Special Museum Fund	25,100	16,702	67%
Municipal Airport Fund	1,986,719	1,753,378	88%
Harshfield Library Donation Fund	375,994	22,165	6%
Restricted Revenue Fund	398,679	92,705	23%
Golf Course Memorial Fund	79,913	43,315	54%
CDBG-COVID	970,378	597,355	62%
ARPA	500,000	458,334	92%
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	6,891,398	70%
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	2,532,865	74%
2023 G.O. Bond Fund	6,454,534	2,041,615	32%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,303,857	1,072,707	82%
Sooner Pool Operating Fund	80,880	76,038	94%
Frontier Pool Operating Fund	94,560	83,257	88%
Municipal Airport Operating	709,086	664,651	94%
Internal Service Funds:			
Worker's Compensation Fund	430,000	124,428	29%
Health Insurance Fund	6,055,446	6,023,166	99%
Auto Collision Insurance Fund	443,559	99,683	22%
Stabilization Reserve Fund	14,776,368	-	0%
Capital Improvement Reserve Fund	22,197,887	11,653,974	53%
Mausoleum Trust Fund	8,515	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

92% of Ye	ear Lapsed		
	Beginning of Year	Change	Current
Special Revenue Funds:			
Economic Development Fund	3,982,024	(960,204)	3,021,820
E-911 Fund	212,689	161,862	374,551
Special Library Fund	338,451	75,423	413,874
Special Museum Fund	163,780	(3,760)	160,020
Municipal Airport Fund	-	-	-
Harshfield Library Donation Fund	435,622	10,360	445,982
Restricted Revenue Fund	259,665	(58,600)	201,065
Golf Course Memorial Fund	49,914	(460)	49,454
CDBG-COVID	-	-	-
ARPA	1,732,952	(458,334)	1,274,618
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	(15,483)	3,595,162
	3,010,043	(13,403)	3,333,102
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,360,355	460,771	6,821,126
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	140,792	23,023	163,815
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	211,387	-	211,387
2008B G.O. Bond Fund	-	-	-
2009 G.O. Bond Fund	-	-	-
2010 G.O. Bond Fund	-	-	-
2012 G.O. Bond Fund	-	-	-
2014 G.O. Bond Fund	2.005	-	-
2014B G.O. Bond Fund	3,885	-	3,885
2015 G.O. Bond Fund	-	-	-
2017 G.O. Bond Fund	-	-	-
2018A G.O. Bond Fund	- 24 206	-	-
2018B G.O. Bond Fund	31,386	-	31,386
2018C G.O. Bond Fund	- 227 424	(226 564)	-
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	(1,520,176)	1,592,027
2023 G.O. Bond Fund	6,564,913	(1,564,864)	5,000,049
Proprietary Funds:			
Adams Golf Course Operating Fund	136,622	71,904	208,526
Sooner Pool Operating Fund	40,167	(329)	39,838
Frontier Pool Operating Fund	54,603	16,788	71,391
Municipal Airport Operating	431,254	(93,744)	337,510
Internal Service Funds:			
Worker's Compensation Fund	321,209	(1,552)	319,657
Health Insurance Fund	3,001	1,376	4,377
Auto Collision Insurance Fund	496,502	26,793	523,295
Stabilization Reserve Fund	13,225,425	1,421,698	14,647,123
Capital Improvement Reserve Fund	21,349,355	3,588,260	24,937,615
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 should have been earned in order to meet budget for the year.

Major Operating Funds:

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

Other Funds:

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

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

Published in the Examiner Enterprise

May 17th, 21st, & 24th, 2025

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S. Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Monday, June 16, 2025.

2025-2026-001 WATER & WASTE WATER LINE MATERIALS

2025-2026-002 WATER TREATMENT CHEMICALS

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

NAME AND ADDRESS OF BIDDER BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville City Clerk 401 S. Johnstone Ave. Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 2nd day of May 2025.

Terry L. Lauritsen

Terry L. Lauritsen
Director of Water Utilities

(Published in Bartlesville, OK Examiner-Enterprise 5/31/2025, 6/4/2025, & 6/7/2025)

INVITATION FOR BIDS

City of Bartlesville

Highland Drive, Wilshire Avenue, Waverly Avenue, and Oakdale Drive Concrete Panel Replacements Bid No. 2025-2026-003

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 23rd day of June, 2025 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Plans, specifications, and contract documents may be examined in this office and are available at a nonrefundable charge of \$25.00 or they can be requested and received via email at no charge (kdtoulou@cityofbartlesville.org).

No documents will be mailed until payment is received in full.

A mandatory pre-bid conference will be held on June 11th, 2025 at 11:00 a.m. in the City Hall, 3rd Floor Conference Room, 401 S. Johnstone, Bartlesville, Oklahoma.

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

6,492	\mathbf{SY}	P.C. Concrete Pavement (Placement)
1,264	CY	P.C. Concrete for Pavement
6,492	SY	Removal of Concrete Pavement
6,492	SY	Aggregate Base Type A, 6"
6,492	SY	Subgrade Method B

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, <u>Highland Drive</u>, <u>Wilshire Avenue</u>, <u>Waverly Avenue</u>, <u>and Oakdale Drive</u> <u>Concrete Panel Replacements</u>, <u>Bid No. 2025-2026-003"</u>. 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 Information for 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 informality 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 28th day of May, 2025.

Octoon Muninger
City Clerk

By: Kim Joulouse
Deputy Clerk

(Published in Bartlesville, OK Examiner-Enterprise 5/31/2025 & 6/7/2025)

SOLICITATION FOR BIDS

Notice is hereby given that the City of Bartlesville will receive sealed Bids in the office of the City Clerk, City Hall, 401 South Johnstone Avenue, Bartlesville, OK 74003 until 2:00 PM Local Time on June 23, 2025. Said bids will be opened immediately thereafter for:

Construct Box Hangar BVO-26H-S

Bid No. 2025-2026-005

BARTLESVILLE MUNICIPAL AIRPORT

Bartlesville, Oklahoma

Bids shall be made in accordance with Solicitation for Bids, Information to Bidders, Plans, Specifications, and Bidder's Proposal, on file and available for examination at the Office of the City Clerk in City Hall, Bartlesville, Oklahoma, and made part of this notice as though fully set forth herein. A PDF (hard copies not provided) may be obtained from Parkhill, 14101 Wireless Way, Suite 350, Oklahoma City, Oklahoma 73134, 405.832.9900, at no charge.

Bids filed with the City Clerk shall be publicly opened and considered by the City at time stated herein. Bidder must supply all information required by Bid/Proposal Form.

Bids/Proposals received more than 96 hours, (excluding Saturdays, Sundays, and holidays), before set time for opening bids as well as Bids/Proposals received after set time for opening of bids, will not be considered, and be returned unopened.

Cashier's check, certified check, surety bound, or irrevocable letter of credit in 5 percent of Bid shall accompany sealed Bid/Proposal of each Bidder/Proposer. Deposits will be returned to unsuccessful Bidder(s)/Proposer(s).

The City of Bartlesville reserves the right to reject any/all Bids and waive any/all informalities.

Upon receipt of acceptable Bid/Proposal, Contract will be awarded within ninety (90) days after opening Bids/Proposals and written Contract executed within 10 days thereafter.

A Prebid Conference concerning this Project will be held at 2:00 PM, June 12, 2025, in the Terminal Building 401 Wiley Post Road, Bartlesville Municipal Airport, Bartlesville, Oklahoma. Attendance at Prebid Conference is MANDATORY. Bids will NOT be accepted from contractors who do NOT have a representative in attendance. No Plans, Specifications, or Bid Documents will be issued after Prebid Conference. All Bidders/Proposers must visit and inspect construction site and be familiar with site physical characteristics and conditions.

For eligibility to bid this Project, contractors must be listed:

- on official <u>Bidder List</u> by obtaining an official set of Plans and Specifications from Parkhill; <u>AND</u>
- as an attendee of mandatory Project Prebid Conference.

Bids received from Contractors not meeting these requirements will be returned unopened.

City of Bartlesville

Gity Clerk

By: Kim Joulouse

Deputy Clerk

END OF SOLICITATION FOR BIDS



Agenda Item <u>8.</u>
June 20, 2025
Prepared by Terry Lauritsen
Water Utilities

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to award water line and wastewater line material bids for the Water Distribution and Wastewater Maintenance departments, presented by Larry East.

Attachments:

Bid tabulations

II. STAFF COMMENTS AND ANALYSIS

Bids for water and wastewater materials are taken on an annual basis. Bid packets were advertised on the City's website, local newspaper, Construct Connect, SW Construction News, and sent to 7 vendors. Five (5) bids were received. There are over 200 material items requested for bid, which are shown by the attached bid tabulation. The quantities within the tabulation are estimates of materials for the coming fiscal year. Materials are purchased on an as needed basis to repair and maintain the water distribution and wastewater collection systems.

III. BUDGET IMPACT

The budget for water distribution repair materials is \$470,000. The total bid price for is \$414,967.87, which represents an 3.52% increase from last fiscal year, and is \$55,032.13 below the available budget.

The budget for wastewater maintenance repair materials is \$65,000. The total bid price is \$32,433.15, which represents a 5.15% increase from last fiscal year. The material bid for wastewater maintenance is \$32,566.85 below the available operating budget.

IV. RECOMMENDED ACTION

Staff recommends award to various vendors as highlighted within the attached bid tabulation.

Council Member or Staff Member

Date

WATER WASTEWATER REPAIR MATERIALS - BID TABULATION 2025-2026-001

	SECTION A: PIPE & TUBING											
LC	W BIDDER - RECOMMEND AWARD									TIE BID		
Item #	Description	Estimate Quantity		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750		CORE & MAIN Kenzie 918-586-7100	FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183		UTILITY SUPPLY randon Epps 18-266-0209		
A-1	3/4" PE Pipe C.T.S.	1000	ft	NO BID	\$	0.28	NO BID	NO BID	\$	0.35		
A-2	1" PE Pipe C.T.S.	500	ft	NO BID	\$	0.45	NO BID	NO BID	\$	0.65		
A-3	1-1/2" PE Pipe C.T.S	600	ft	NO BID	\$	0.90	NO BID	NO BID	\$	1.25		
A-4	2" PE Pipe C.T.S.	3000	ft	NO BID	\$	1.48	NO BID	NO BID	\$	2.00		
A-5	4" C-900 DR 18	200	ft	NO BID	\$	4.75	\$ 4.72	\$ 4.73	\$	4.63		
A-6	6" C-900 DR 18	200	ft	NO BID	\$	9.70	\$ 9.60	\$ 9.61	\$	9.41		
A-7	4" SCH 40 PVC	400	ft	NO BID	\$	2.16	\$ 1.52	\$ 2.76		NO BID		
A-8	6" PVC SDR 26	500	ft	NO BID	\$	5.95	\$ 5.71	\$ 5.72	\$	5.85		
A-9	8" PVC SDR 26	1000	ft	NO BID	\$	10.65	\$ 10.34	\$ 10.35	\$	9.95		
A-10	10" PVC SDR 26	100	ft	NO BID	\$	17.50	\$ 16.11	\$ 16.12	\$	15.44		
A-11	Poly Wrap (bid per roll <u>200'</u> per roll) Core & Main = 200' UTS = 440'	10	rl	NO BID	\$	57.00	NO BID	NO BID		NO BID		
A-12	Caution Tape (bid per roll 1,000' per roll)	10	rl	NO BID	\$	7.95	NO BID	NO BID	\$	15.00		
A-13	Detectable Locator Tape (bid per roll 1,000' per roll)	5	rl	NO BID	\$	21.50	NO BID	NO BID	\$	40.00		
A-14	Poly Tape (bid per roll <u>100'</u> per roll)	5	rl	NO BID	\$	5.25	NO BID	NO BID	\$	11.55		
IA-IO	#12 Solid Wire THHN <u>500'</u> roll (bid per roll)	12	rl	NO BID	\$	62.00	NO BID	NO BID	\$	125.00		

WATER WASTEWATER REPAIR MATERIALS - BID TABULATION 2025-2026-001

	SECTION B: DUCTILE IRON FITTINGS												
LO	N BIDDER - RECOMMEND AWARD						TIE BID						
Item #	Description	Estimated Quantity	CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750	Tulsa winwater		UTILITY SUPPLY Brandon Epps 918-266-0209							
B-1	4" Mega Lugs (DIP)	8 ea	NO BID	\$ 47.45	\$ 27.34	NO BID	\$ 29.75						
B-2	4" Mega Lugs (PVC) w/ 4 wedge	8 ea	NO BID	\$ 53.25	\$ 33.87	NO BID	\$ 36.00						
B-3	6" Mega Lugs (DIP)	30 ea	NO BID	\$ 54.75	\$ 31.83	NO BID	\$ 34.50						
B-4	6" Mega Lugs (PVC) w/ 6 wedge	100 ea	NO BID	\$ 62.49	\$ 40.81	NO BID	\$ 44.00						
B-5	8" Mega Lugs (DIP)	10 ea	NO BID	\$ 75.15	\$ 47.75	NO BID	\$ 51.00						
B-6	8" Mega Lugs (PVC) w/ 6 wedge	100 ea	NO BID	\$ 86.50	\$ 60.40	NO BID	\$ 64.00						
B-7	14" Mega Lugs (DIP) w/10 wedge	2 ea	NO BID	\$ 199.45	\$ 136.73	NO BID	\$ 145.00						
B-8	14" Mega Lugs (PVC) w/10 wedge	2 ea	NO BID	\$ 259.00	\$ 193.06	NO BID	\$ 210.00						
B-9	6" MJ 11 1/4° Bend	2 ea	111.65	\$ 102.00	\$ 103.57	NO BID	\$ 106.50						
B-10	8" MJ 11 1/4° Bend	2 ea	\$ 151.21	\$ 138.85	\$ 140.26	NO BID	\$ 144.50						
B-11	6" MJ 22 1/2° Bend	2 ea	106.55	\$ 97.84	\$ 98.38	NO BID	\$ 101.50						
B-12	8" MJ 22 1/2° Bend	2 ea	166.52	\$ 152.90	\$ 154.46	NO BID	\$ 159.00						
B-13	4" MJ 45° Bend	2 ea	\$ 74.01	\$ 68.30	\$ 68.25	NO BID	\$ 70.50						
B-14	6" MJ 45° Bend	15 ea	117.39	\$ 107.75	\$ 108.89	NO BID	\$ 112.00						

	SECTION B: DUCTILE IRON FITTINGS													
LOV	V BIDDER - RECOMMEND AWARD										TIE BID			
Item #	Description	Estimated Quantity		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750		CORE & MAIN Kenzie 918-586-7100		FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183		ITILITY SUPPLY Brandon Epps 918-266-0209			
B-15	8" MJ 45° Bend	5	ea	\$ 170.98	\$	157.00	\$	158.62	NO BID	\$	163.50			
B-16	6" MJ 90° Bend	6	ea	\$ 144.83	\$	133.60	\$	134.34	NO BID	\$	138.00			
B-17	8" MJ 90° Bend	3	ea	\$ 208.63	\$	191.55	\$	193.53	NO BID	\$	199.00			
B-18	4" MJ Bolt Pack	24	ea	\$ 23.61	\$	22.35	\$	21.89	NO BID	\$	22.60			
B-19	4" MJ Plug	2	ea	\$ 41.47	\$	38.45	\$	38.46	NO BID	\$	39.50			
B-20	6" MJ Plug	2	ea	\$ 77.84	\$	71.45	\$	72.20	NO BID	\$	74.25			
B-21	8" MJ Plug	2	ea	\$ 114.84	\$	105.95	\$	106.53	NO BID	\$	109.50			
B-22	4 x 2 MJ Plug	2	ea	\$ 76.56	\$	69.90	\$	71.02	NO BID	\$	73.00			
B-23	8 x 6 MJ Reducer	2	ea	\$ 122.50	\$	111.55	\$	113.63	NO BID	\$	117.00			
B-24	6 x 6 x 6 MJ Swivel Tee	6	ea	\$ 238.61	\$	219.00	\$	221.34	NO BID	\$	225.00			
B-25	8 x 8 x 6 MJ Swivel Tee	4	ea	\$ 299.22	\$	277.00	\$	281.65	NO BID	\$	285.00			
B-26	6 x 6 x 6 MJ Straight Tee	6	ea	\$ 207.35	\$	191.00	\$	192.34	NO BID	\$	198.00			
B-27	8 x 8 x 6 MJ Straight Tee	4	ea	\$ 257.11	\$	238.00	\$	238.51	NO BID	\$	245.00			
B-28	8 x 8 x 8 MJ Straight Tee	4	ea	\$ 310.71	\$	286.75	\$	288.22	NO BID	\$	295.00			

	SECTION B: DUCTILE IRON FITTINGS													
LOV	V BIDDER - RECOMMEND AWARD										TIE BID			
Item #	Description	Estimate Quantity	-	CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750		CORE & MAIN Kenzie 918-586-7100		FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	U	TILITY SUPPLY Brandon Epps 918-266-0209			
B-29	4 x 2 MJ Tapped Plug	2	ea	\$ 76.56	\$	70.65	\$	71.02	NO BID	\$	73.25			
B-30	6 x 2 MJ Tapped Plug	4	ea	\$ 111.65	\$	102.50	\$	103.57	NO BID	\$	106.50			
B-31	8 x 2 MJ Tapped Plug	2	ea	\$ 149.29	\$	137.75	\$	138.48	NO BID	\$	142.50			
B-32	4" Solid Sleeves (12" Length)	8	ea	\$ 78.47	\$	72.05	\$	72.79	NO BID	\$	75.00			
B-33	6" Solid Sleeves (12" Length)	24	ea	\$ 131.43	\$	120.60	\$	121.91	NO BID	\$	225.00			
B-34	8" Solid Sleeves (12"Length)	8	ea	\$ 210.54	\$	193.00	\$	195.30	NO BID	\$	201.00			
B-35	10" Solid Sleeves (12" Length)	2	ea	\$ 252.01	\$	231.40	\$	233.77	NO BID	\$	240.00			
B-36	3/4"x 4" T Bolts	100	ea	\$ 3.19	\$	2.99	\$	2.95	NO BID	\$	4.00			

	SECTION C: VALVES, HYDRANTS, METERS & BOXES													
LO	W BIDDER - RECOMMEND AWARD								TIE BID					
Item #	Description	Estima Quant		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750		CORE & MAIN Kenzie 918-586-7100	FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918- 203-0183	UTILITY SUPPLY Brandon Epps 918-266-0209					
C-1	3" Fire Hydrant Meter	3	ea	\$ 1,291.82	\$	1,925.00	NO BID	NO BID	NO BID					
C-2	5 1/4" Fire Hydrant Main Valve, Mueller	8	ea	NO BID	\$	770.00	NO BID	NO BID	NO BID					
C-3	5 1/4" Fire Hydrant Main Valve, Kennedy, KB-10	8	ea	NO BID	\$	690.00	NO BID	NO BID	NO BID					
C-4	5 1/4" Fire Hydrant Repair Kit, Kennedy, KB-10	4	ea	NO BID	\$	690.00	NO BID	NO BID	NO BID					
C-5	5 1/4" Fire Hydrant Repair Kit, U.S.	6	ea	NO BID	\$	685.00	NO BID	NO BID	NO BID					
C-6	Fire Hydrant, 3' Bury	3	ea	\$ 2,612.69	\$	2,650.00	NO BID	\$ 2,381.25	\$ 2,628.77					
C-7	Fire Hydrant, 3.5' Bury	2	ea	\$ 2,676.34	\$	2,690.25	NO BID	\$ 2,439.04	\$ 2,695.42					
C-8	Fire Hydrant, 4' Bury	2	ea	\$ 2,739.98	\$	2,775.00	NO BID	\$ 2,496.81	\$ 2,762.06					
C-9	Fire Hydrant, 4.5 Bury	3	ea	\$ 2,803.63	\$	2,826.75	NO BID	\$ 2,554.60	\$ 2,828.89					
C-10	Fire Hydrant, 5' Bury	3	ea	\$ 2,867.28	\$	2,890.90	NO BID	\$ 2,629.11	\$ 2,895.04					
C-11	Traffic Repair Kits for Mueller Centruian 022MUA301	3	ea	NO BID	\$	650.00	NO BID	NO BID	NO BID					
C-12	Large Meter Boxes Complete with Lids (Carson 1730-18 HDPE)	15	ea	\$ 304.50	\$	314.00	\$ 312.41	\$ 310.23	NO BID					
C-13	Small Meter Boxes Complete with Lids (Carson 2200-18)	150	ea.	\$ 125.50	\$	126.00	\$ 126.16	\$ 126.00	NO BID					
C-14	Small Meter Boxes (Carson 2200-18)	300	ea	\$ 58.50	\$	55.00	\$ 55.41	\$ 55.14	NO BID					

	SECTION C: VALVES, HYDRANTS, METERS & BOXES													
LO	W BIDDER - RECOMMEND AWARD									TIE BID				
Item #	Description	Estima Quant		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750		CORE & MAIN Kenzie 918-586-7100	FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918- 203-0183	Bra	UTILITY SUPPLY ndon Epps 3-266-0209				
C-15	Small Meter Box Lids	50	ea	\$ 74.75	\$	73.00	\$ 72.76	\$ 72.40		NO BID				
C-16	Thru the lid flange & nut (Nepune) for attaching AMI antennas	200	ea	NO BID	\$	52.15	NO BID	NO BID		NO BID				
C-17	5 1/4" x 2 1/4" Valve Box Extension	24	ea	\$ 32.27	\$	32.00	NO BID	NO BID	\$	26.00				
C-18	5 1/4" x 4" Valve Box Extension	20	ea	\$ 39.45	\$	37.35	NO BID	NO BID	\$	36.00				
C-19	Valve Box, Short Adj. 10"-Top 16"-Bottom COMPLETE	36	ea	\$ 67.24	\$	63.05	NO BID	NO BID	\$	70.00				
C-20	Valve Box, Tall Adj. 16"-Top, 24"-Bottom COMPLETE	50	ea	\$ 89.65	\$	84.00	NO BID	NO BID	\$	94.00				
C-21	10" Valve Box Tops	10	ea	NO BID	\$	23.15	NO BID	NO BID	\$	27.50				
C-22	16" Valve Box Tops	10	ea	NO BID	\$	32.00	NO BID	NO BID	\$	41.00				
C-23	16" Valve Box Bottoms	10	ea	NO BID	\$	38.50	NO BID	NO BID	\$	36.00				
C-24	24" Valve Box Bottoms	10	ea	NO BID	\$	44.05	NO BID	NO BID	\$	48.50				
C-25	3" RW MJ Gate Valve	3	ea	\$ 609.77	\$	600.00	NO BID	\$ 536.72	\$	561.45				
C-26	4" RW MJ Gate Valve	6	ea	\$ 681.41	\$	682.00	NO BID	\$ 596.36	\$	653.88				
C-27	6" RW MJ Gate Valve	25	ea	\$ 869.52	\$	890.00	NO BID	\$ 750.84	\$	848.26				
C-28	8" RW MJ Gate Valve	5	ea.	\$ 1,384.95	\$	1,350.00	NO BID	\$ 1,208.95	\$	1,350.16				

	SECTION C: VALVES, HYDRANTS, METERS & BOXES														
LO	W BIDDER - RECOMMEND AWARD							TIE BID							
Item #	Description	Estima Quant		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750	CORE & MAIN Kenzie 918-586-7100	FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 203-0183	UTILITY SUPPLY Brandon Epps 918-266-0209							
C-29	4" RW Flange x MJ Tapping Valve	1	ea.	\$ 650.54	\$ 645.00	NO BID	\$ 776.50	\$ 762.09							
C-30	6" RW Flange x MJ Tapping Valve	10	ea.	\$ 869.52	\$ 870.00	NO BID	\$ 1,083.15	\$ 1,118.74							
C-31	8" RW Flange x MJ Tapping Valve	5	ea.	\$ 1,358.74	\$ 1,450.00	NO BID	\$ 1,611.38	\$ 1,690.52							
C-32	Water Sample Stations Eclipse #88	5	ea.	NO BID	\$ 1,450.00	\$ 1,211.74	\$ 1,212.64	NO BID							

	SECTION D: COUPLINGS, CLAMPS, TAPPING SLEEVES												
ı	OW BIDDER - RECOMMEND AWARD								TIE BID				
Item #	Description	Estimate Quantity	-	CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750	CORE & MAIN Kenzie 918-586-7100		FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	UTILITY SUPPLY Brandon Epps 918-266-0209				
	Couplings (Stainless Steel Nuts & Bolts	s)											
D-1	1" Bolted Coupling	20	ea	NO BID	\$ 38.45	\$	36.29	NO BID	\$ 39.50				
D-2	1.5" Bolted Coupling	12	ea	NO BID	\$ 43.45	\$	41.22	NO BID	\$ 45.00				
D-3	2"x5" Bolted Coupling #411	24	ea	NO BID	\$ 46.15	\$	44.50	NO BID	\$ 48.50				
D-4	3" Bolted Coupling #461 OD 3.46-4.21	2	ea	NO BID	\$ 128.45	\$	121.15	NO BID	\$ 130.00				
D-5	4" Bolted Coupling #461 OD 4.20-5.33	6	ea	NO BID	\$ 159.65	\$	150.41	NO BID	NO BID				
D-6	6" Bolted Coupling #461 OD 6.54-7.65	20	ea	NO BID	\$ 219.75	\$	208.74	NO BID	\$ 125.00				
D-7	8" Bolted Coupling #461 8.54 x 9.90	15	ea	NO BID	\$ 263.50	\$	250.77	NO BID	\$ 275.00				
D-8	10" Bolted Coupling #462 OD 10.65-12.20	4	ea	NO BID	\$ 458.00	\$	441.05	NO BID	\$ 480.00				
D-9	12" Bolted Coupling #462 OD 12.75 - 14.40	4	ea	NO BID	\$ 544.75	\$	517.04	NO BID	\$ 550.00				
D-10	3/4" Galv. Comp Coupling #522	36	ea	NO BID	\$ 19.75		NO BID	NO BID	NO BID				
D-11	1" Galv. Comp Coupling #522	30	ea	NO BID	\$ 20.15		NO BID	NO BID	NO BID				
D-12	2" Galv. Comp. Coupling #522	24	ea	NO BID	\$ 39.20		NO BID	NO BID	NO BID				

	SECTION D: COUPLINGS, CLAMPS, TAPPING SLEEVES													
ı	LOW BIDDER - RECOMMEND AWARD						TIE BID							
Item #	Description	Estimated Quantity	CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750	CORE & MAIN Kenzie 918-586-7100	FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	UTILITY SUPPLY Brandon Epps 918-266-0209							
	# 248 Clamps													
D-13	1-1/2" x 3" Clamp #248 SB OD 1.88-1.90	6 ea	NO BID	\$ 21.00	\$ 20.49	NO BID	\$ 22.00							
D-14	1-1/2" x 6" Clamp #248 SB OD 1.88-1.90	15 ea	NO BID	\$ 41.00	\$ 39.38	NO BID	\$ 42.00							
	# 261 Clamps (Single Band)													
D-15	2"x 7-1/2" Clamp #261 OD 2.35-2.63	5 ea	NO BID	\$ 49.00	\$ 47.32	NO BID	\$ 50.00							
D-16	4" x 7-1/2" Clamp #261 OD 4.74-5.41	5 ea	NO BID	\$ 62.00	\$ 59.45	NO BID	\$ 65.00							
D-17	4" x 12" Clamp #261 OD 4.74-5.14	5 ea	NO BID	\$ 95.00	\$ 91.24	NO BID	\$ 99.00							
D-18	4" x 15" Clamp #261 OD 4.74-5.14	5 ea	NO BID	\$ 110.00	\$ 101.34	NO BID	\$ 110.00							
D-19	6" x 7-1/2" Clamp #261 OD 6.56-6.96	2 ea	NO BID	\$ 70.00	\$ 68.57	NO BID	\$ 73.00							
D-20	6" x 7-1/2" Clamp #261 OD 6.84-7.24	36 ea	NO BID	\$ 72.25	\$ 69.32	NO BID	\$ 75.00							
D-21	6" x 7-1/2" Clamp #261 OD 7.05-7.45	5 ea	NO BID	\$ 73.65	\$ 70.36	NO BID	\$ 75.00							
D-22	6" x 12-1/2" Clamp #261 OD 6.84-7.24	20 ea	NO BID	\$ 115.80	\$ 111.12	NO BID	\$ 120.00							
D-23	6" x 12-1/2" Clamp #261 OD 7.05-7.45	10 ea	NO BID	\$ 116.35	\$ 112.14	NO BID	\$ 121.00							
D-24	6" x 15" Clamp #261 OD 6.56-6.96	2 ea	NO BID	\$ 126.45	\$ 121.13	NO BID	\$ 133.00							

	SECTION D: COUPLINGS, CLAMPS, TAPPING SLEEVES												
ı	LOW BIDDER - RECOMMEND AWARD						TIE BID						
Item #	Description	Estimated Quantity	CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750	CORE & MAIN Kenzie 918-586-7100	FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	UTILITY SUPPLY Brandon Epps 918-266-0209						
D-25	6" x 15" Clamp #261 OD 6.84-7.24	20 ea	NO BID	\$ 127.50	\$ 122.34	NO BID	\$ 134.00						
D-26	6" x 15" Clamp #261 OD 7.05-7.45	2 ea	NO BID	\$ 127.50	\$ 123.38	NO BID	\$ 135.00						
D-27	8" x 7-1/2" Clamp #261 OD 8.54-8.94	2 ea	NO BID	\$ 83.95	\$ 82.21	NO BID	\$ 88.00						
D-28	8" x 7-1/2" Clamp #261 OD 8.99-9.39	15 ea	NO BID	\$ 83.95	\$ 82.74	NO BID	\$ 89.00						
D-29	8" x 7-1/2" Clamp #261 OD 9.05-9.39 (Part #90507)	4 ea	NO BID	\$ 83.95	NO BID	NO BID	NO BID						
D-30	8" x 12-1/2" Clamp #261 OD 8.54-8.94	10 ea	NO BID	\$ 130.00	\$ 128.98	NO BID	\$ 141.00						
D-31	8" x 12-1/2" Clamp #261 OD 8.99-9.39	10 ea	NO BID	\$ 130.00	\$ 132.15	NO BID	\$ 142.00						
D-32	8" x 15" Clamp #261 OD 8.54-8.94	2 ea	NO BID	\$ 154.00	\$ 147.83	NO BID	\$ 162.00						
D-33	8" x 15" Clamp #261 OD 8.99-9.39	10 ea	NO BID	\$ 155.00	\$ 148.48	NO BID	\$ 160.00						
D-34	10" x 15" Clamp #261 OD 11.04-11.44	2 ea	NO BID	\$ 198.10	\$ 191.68	NO BID	\$ 210.00						
	# 262 Clamps (Double Band)												
D-35	6" x 7-1/2" Clamp #262 OD 6.84-7.64	2 ea	NO BID	\$ 110.00	\$ 108.19	NO BID	\$ 115.00						
D-36	6" x 15" Clamp #262 OD 6.84-7.64	2 ea	NO BID	\$ 202.00	\$ 199.66	NO BID	\$ 215.00						
D-37	8" x 7-1/2" Clamp #262 OD 8.99-9.79	2 ea	NO BID	\$ 125.00	\$ 120.86	NO BID	\$ 130.00						

	SECTION D: COUPLINGS, CLAMPS, TAPPING SLEEVES												
L	OW BIDDER - RECOMMEND AWARD						TIE BID						
Item #	Description	Estimated Quantity	CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750	CORE & MAIN Kenzie 918-586-7100	FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	UTILITY SUPPLY Brandon Epps 918-266-0209						
D-38	8" x 15" Clamp #262 OD 8.99-9.79	2 ea	NO BID	\$ 236.00	\$ 227.88	NO BID	\$ 250.00						
D-39	10" x 15" Clamp #262 OD 11.10-11.90	2 ea	NO BID	\$ 290.00	\$ 283.34	NO BID	\$ 310.00						
D-40	10"x20" Clamp #262 OD 11.10-11.90	2 ea	NO BID	\$ 385.00	\$ 377.07	NO BID	\$ 400.00						
	# 264 Clamps												
D-41	6"x7.5"x1" CC Clamp #264 OD 6.84-7.24	20 ea	NO BID	\$ 101.00	\$ 94.55	NO BID	\$ 104.00						
D-42	6"x12.5"x1" CC Clamp #264 OD 6.56-6.96	20 s a.	NO BID	\$ 155.00	\$ 135.35	NO BID	\$ 148.00						
D-43	6"x15"x1" CC Clamp #264 OD 6.84-7.24	20 ea	NO BID	\$ 170.00	\$ 147.55	NO BID	\$ 160.00						
	# 662 Wet Tap Saddles												
D-44	6"x4" Wet Tap Saddle CIOD #662	2 ea	NO BID	\$ 358.00	NO BID	NO BID	\$ 365.00						
D-45	6"x6" Wet Tap Saddle Transite Pipe #662	2 ea	NO BID	\$ 385.00	NO BID	NO BID	\$ 393.00						
D-46	6"x6" Wet Tap Saddle CIOD #662	5 ea	NO BID	\$ 386.95	NO BID	NO BID	\$ 394.00						
D-47	8"x6" Wet Tap Saddle CIOD #662	2 ea	NO BID	\$ 455.00	NO BID	NO BID	\$ 462.00						
D-48	8"x8" Wet Tap Saddle CIOD #662	2 ea	NO BID	\$ 550.00	NO BID	NO BID	\$ 562.00						

	SECTION E: BRASS, COPPER, SERVICE SADDLES													
LOV	W BIDDER - RECOMMEND AWARD									TIE BID				
Item #	Description	Estimat Quanti		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750	CORE & MAIN Kenzie 918-586-7100	FORTILINE Joshua Long 918-445-0005	Т	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	Е	FILITY SUPPLY Brandon Epps 918-266-0209				
E-1	3/4" Angle Ball Meter Stop BA13-232W	100	ea	NO BID	\$ 41.75	\$ 41.94	\$	41.31	\$	40.67				
E-2	3/4" Angle Ball Meter Valve, BA23-332-W	50	ea	NO BID	\$ 81.00	\$ 81.80	\$	80.56	\$	79.35				
E-3	3/4" Angle Ball Meter Valve, BA43-232-W	50	ea	NO BID	\$ 49.00	\$ 49.27	\$	48.53	\$	47.76				
E-4	3/4" Angle Ball Meter Valve BA-43-332-W	50	ea	NO BID	\$ 83.75	\$ 84.13	\$	82.85	\$	81.63				
E-5	1" Angle Ball Meter Valve BA43-444-W	50	ea	NO BID	\$ 121.45	\$ 126.25	\$	124.33	\$	122.48				
E-6	1" Angle Key Meter Valve (Female) KV13-444W (Stops)	50	ea	NO BID	\$ 51.30	\$ 52.88	\$	52.08	\$	51.34				
E-7	1" Angle Key Meter Valve (Flare) KV23- 444 W	50	ea	NO BID	\$ 54.80	\$ 56.48	\$	55.53	\$	55.03				
E-8	1" Angle Key Meter Valve (Compression) KV43-444W (Stops)	50	ea	NO BID	\$ 58.36	\$ 60.37	\$	59.45	\$	58.60				
E-9	1 1/2" Ball Valve Curb Stop B11-666W	6	ea	NO BID	\$ 180.20	\$ 184.15	\$	187.07	\$	178.42				
E-10	2" Ball Valve Curb Stop B11-777-W	6	ea	\$ 261.34	\$ 260.15	\$ 268.13	\$	264.04	\$	259.90				
E-11	3/4" Ball Corp Stop FB-1000-3	100	ea	NO BID	\$ 52.15	\$ 53.62	\$	52.81	\$	52.04				
E-12	1" Ball Corp Stop FB-1000-4	50	ea	NO BID	\$ 68.50	\$ 70.52	\$	69.45	\$	68.43				
E-13	1 1/2" Ball Corp Stop FB-1000-6	10	ea	NO BID	\$ 154.00	\$ 158.08	\$	160.58	\$	153.36				
E-14	2" Ball Corp Stop FB-1000-7	15	ea	NO BID	\$ 253.90	\$ 261.46	\$	257.46	\$	253.66				

	SECTION E: BRASS, COPPER, SERVICE SADDLES												
LOV	V BIDDER - RECOMMEND AWARD								TIE BID				
Item #	Description	Estimat Quanti		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750	CORE & MAII Kenzie 918-586-7100		FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	UTILITY SUPPLY Brandon Epps 918-266-0209				
E-15	3/4" Insert, #51	500	ea	NO BID	\$ 1.5	56	\$ 2.02	\$ 2.06	\$ 1.54				
E-16	1" Insert, #52	500	ea	NO BID	\$ 1.0	66	\$ 2.15	\$ 2.19	\$ 1.63				
E-17	1.5" Insert #54	300	ea	NO BID	\$ 2.5	25	\$ 2.96	\$ 3.02	\$ 2.23				
E-18	2" Insert #55	300	ea	NO BID	\$ 2.3	25	\$ 2.31	\$ 2.35	\$ 2.23				
E-19	3/4"x1" A-24 Adapters	50	ea	\$ 13.46	\$ 26.	30	\$ 13.81	\$ 14.04	\$ 26.75				
E-20	3/4" Pack Joint Coupling C-14-33	75	ea	\$ 17.04	\$ 17.	01	\$ 17.48	\$ 17.22	\$ 16.96				
E-21	3/4" Pack Joint Coupling C-84-33	100	ea	\$ 16.20	\$ 16.	15	\$ 16.62	\$ 16.37	\$ 16.12				
E-22	3/4" Pack Joint Coupling L-84-33	100	ea	\$ 17.73	\$ 17.0	65	\$ 18.18	\$ 17.91	\$ 17.66				
E-23	3/4" Pack Joint Coupling C-44-33	75	ea	\$ 19.73	\$ 19.	75	\$ 20.23	\$ 19.93	\$ 19.64				
E-24	3/4" Pack Joint Coupling L-14-33	50	ea	\$ 23.00	\$ 23.	25	\$ 23.59	\$ 23.24	\$ 22.88				
E-25	1" Pack Joint Coupling C-14-44	50	ea	\$ 23.12	\$ 23.	45	\$ 23.72	\$ 23.36	\$ 23.01				
E-26	1" Pack Joint Coupling C-84-44	50	ea	\$ 19.20	\$ 19.4	45	\$ 19.75	\$ 19.40	\$ 19.09				
E-27	1" Pack Joint Coupling C-44-44	50	ea	\$ 22.56	\$ 22.5	90	\$ 23.15	\$ 22.80	\$ 22.46				
E-28	1" Pack Joint Coupling L-14-44	50	ea	\$ 37.47	\$ 37.3	30	\$ 38.44	\$ 37.86	\$ 37.30				

	SECTION E: BRASS, COPPER, SERVICE SADDLES												
LOV	V BIDDER - RECOMMEND AWARD							TIE BID					
Item #	Description	Estimat Quanti		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750	CORE & MAIN Kenzie 918-586-7100	FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	UTILITY SUPPLY Brandon Epps 918-266-0209					
E-29	1" Pack Joint Coupling L-84-44	50	ea	\$ 29.52	\$ 29.45	\$ 30.29	\$ 29.83	\$ 29.30					
E-30	1 1/2" Pack Joint Coupling C-14-66	12	ea	NO BID	\$ 68.28	\$ 68.99	\$ 67.94	\$ 66.91					
E-31	1 1/2" Pack Joint Coupling C-44-66	12	ea	NO BID	\$ 76.70	\$ 77.46	\$ 76.28	\$ 75.17					
E-32	1 1/2" Pack Joint Coupling C-84-66	12	ea	NO BID	\$ 53.35	\$ 53.92	\$ 53.11	\$ 52.31					
E-33	1 1/2" Pack Joint Coupling L-84-66	12	ea	NO BID	\$ 87.08	\$ 87.95	\$ 89.35	\$ 85.32					
E-34	2" Pack Joint Coupling C-14-77	12	ea	\$ 80.03	\$ 81.30	\$ 82.11	\$ 80.86	\$ 79.68					
E-35	2" Pack Joint Coupling C-44-77	12	ea	\$ 101.96	\$ 103.55	\$ 104.61	\$ 103.02	\$ 101.47					
E-36	2" Pack Joint Coupling C-84-77	18	ea	\$ 76.58	\$ 77.00	\$ 78.56	\$ 77.73	\$ 76.22					
E-37	2" Pack Joint Coupling L-14-77	12	ea	\$ 135.74	\$ 136.35	\$ 139.17	\$ 137.05	\$ 135.01					
E-38	2" Pack Joint Coupling L-44-77	12	ea	\$ 212.90	\$ 213.00	\$ 218.32	\$ 214.98	\$ 211.79					
E-39	2" Pack Joint Coupling L-84-77	12	ea	\$ 122.86	\$ 123.50	\$ 126.05	\$ 124.13	\$ 122.28					
E-40	3/4"x3/4"x3/4" Comp Tee T-444-333	12	ea	\$ 47.76	\$ 47.60	\$ 49.00	\$ 48.26	\$ 47.53					
E-41	1"x1"x1" Comp Tee T-444-444	12	ea	\$ 51.07	\$ 51.55	\$ 52.39	\$ 51.60	\$ 50.86					
E-42	1" x 3/4" Brass Bushing CC Thread	100	ea	NO BID	\$ 18.00	\$ 17.92	\$ 17.66	NO BID					

	SECTION E: BRASS, COPPER, SERVICE SADDLES												
LOV	V BIDDER - RECOMMEND AWARD									TIE BID			
Item #	Description	Estima Quanti		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750		CORE & MAIN Kenzie 918-586-7100	FORTILINE Joshua Long 918-445-0005	Т	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	UTILITY SUPPLY Brandon Epps 918-266-0209			
E-43	1-1/2" x 1" Brass Bushing CC Thread	12	ea	NO BID	\$	47.50	\$ 48.52	2 \$	47.79	NO BID			
E-44	2" x 1-1/2" Brass Bushing	12	ea	NO BID	\$	62.15	\$ 59.08	\$	58.16	NO BID			
E-45	3/4" x 3" Brass Nipple	12	ea	NO BID	\$	4.75	NO BIE)	NO BID	NO BID			
E-46	1"x 3" Brass Nipple	12	ea	NO BID	\$	7.35	NO BIE)	NO BID	NO BID			
E-47	1-1/2" x 3" Brass Nipple	12	ea	NO BID	\$	12.20	NO BIE)	NO BID	NO BID			
E-48	2" x 3" Brass Nipple	12	ea	NO BID	\$	16.00	NO BIE)	NO BID	NO BID			
E-49	2" x 6" Brass Nipple	12	ea	NO BID	\$	27.00	NO BIE)	NO BID	NO BID			
E-50	3/4" Copper Setter VB72-12W-44-33	50	ea	NO BID	\$	121.35	\$ 122.58	3 \$	124.52	\$ 118.92			
E-51	1" Copper Setter VB74-12W-44-44	50	ea	NO BID	\$	336.60	\$ 242.07	′ \$	245.90	\$ 234.86			
E-52	1 1/2" Copper Setter VBB76-15B-44-66	12	ea	NO BID	\$	1,113.05	\$ 1,111.38	3 \$	1,128.94	\$ 1,078.20			
E-53	2" Copper Setter VBB77-15B-44-77	12	ea	\$ 1,269.27	\$	1,305.00	\$ 1,302.27	' \$	1,322.85	\$ 1,263.42			
E-54	Service Saddle 2"x1" CC	12	ea	NO BID	\$	50.15	\$ 48.28	3	NO BID	\$ 52.00			
E-55	Service Saddle 4"x3/4" CC	6	ea	NO BID	\$	48.00	\$ 46.40)	NO BID	\$ 50.00			
E-56	Service Saddle 4" x 1" CC	6	ea	NO BID	\$	48.00	\$ 46.40)	NO BID	\$ 50.00			

	SEC	TION	E :	BRASS, COP	PER,	SERVI	CE	SADDLE	S		
LOV	V BIDDER - RECOMMEND AWARD									TIE BID	
Item #	Description	Estimat Quanti		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750	K	E & MAIN enzie 86-7100		FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	В	TILITY SUPPLY trandon Epps 018-266-0209
E-57	Service Saddle 4"x 1-1/2" CC	6	ea	NO BID	\$	52.00	\$	50.51	NO BID	\$	44.50
E-58	Service Saddle 4" x 2" CC	6	ea	NO BID	\$	58.00	\$	55.88	NO BID	\$	60.50
E-59	Service Saddle 6"x 3/4" CC	12	ea	NO BID	\$	55.30	\$	53.30	NO BID	\$	57.50
E-60	Service Saddle 6"x1" CC	50	ea	NO BID	\$	55.30	\$	53.30	NO BID	\$	57.50
E-61	Service Saddle 6"x 1-1/2" CC	6	ea	NO BID	\$	60.05	\$	57.89	NO BID	\$	62.50
E-62	Service Saddle 6"x2" CC	6	ea	NO BID	\$	66.25	\$	63.88	NO BID	\$	69.00
E-63	Service Saddle 8"x 3/4" CC	6	ea	NO BID	\$	67.00	\$	62.97	NO BID	\$	68.00
E-64	Service Saddle 8"x1" CC	50	ea	NO BID	\$	67.00	\$	62.98	NO BID	\$	68.00
E-65	Service Saddle 8"x 1-1/2" CC	6	ea	NO BID	\$	71.00	\$	68.15	NO BID	\$	73.00
E-66	Service Saddle 8"x2"CC	6	ea	NO BID	\$	78.00	\$	74.36	NO BID	\$	80.00

	SECT	ION F	I	IANHOLES, C	COUPLI	NGS	, FITTINGS		
LC	OW BIDDER - RECOMMEND AWARD								TIE BID
Item #	Description	Estimat Quanti		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750	CORE & Kenz 918-586-	ie	FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	UTILITY SUPPLY Brandon Epps 918-266-0209
	Manhole Frames, Covers & Gasket								
F-1	8" Manhole Frame & Lid #R1687	5	ea	NO BID	\$	476.00	NO BID	\$ 401.25	\$ 327.00
F-2	7" Manhole Frame & Lid #R1797	10	ea	NO BID	\$	347.30	NO BID	\$ 292.47	\$ 327.00
F-3	5" Manhole Frame & Lid #R300-24A	10	ea	\$ 343.33	\$	344.55	NO BID	\$ 344.57	\$ 385.00
F-4	Manhole Frame & Lid #280-24	10	ea	NO BID	\$	345.00	NO BID	\$ 344.10	\$ 385.00
F-5	Lamp Hole Box & Lid	10	ea	\$ 163.02	\$	185.25	\$ 204.05	\$ 207.28	\$ 167.00
	Sewer Couplings (Hubs) INDIANA SEAL (ONLY							
F-6	4" Rubber Sewer Coupling PVC to PVC	25	ea	NO BID	\$	5.60	\$ 5.49	\$ 6.92	\$ 5.90
F-7	4" Rubber Sewer Coupling Clay to PVC	50	ea	NO BID	\$	5.60	\$ 5.49	\$ 6.92	\$ 5.90
F-8	6" Rubber Sewer Coupling PVC to PVC	20	ea	NO BID	\$	12.00	\$ 11.65	\$ 14.81	\$ 11.90
F-9	6" Rubber Sewer Coupling Clay to PVC	40	ea	NO BID	\$	12.00	\$ 11.65	\$ 14.81	\$ 11.90
F-10	8" Rubber Sewer Coupling PVC to PVC	30	ea	NO BID	\$	18.45	\$ 18.10	\$ 22.77	\$ 18.30
F-11	8" Rubber Sewer Coupling Clay to PVC	100	ea	NO BID	\$	18.45	\$ 18.10	\$ 22.77	\$ 18.30
F-12	10" Rubber Sewer Coupling PVC to PVC	12	ea	NO BID	\$	27.75	\$ 27.17	\$ 34.19	\$ 27.50

	SECTION F: MANHOLES, COUPLINGS, FITTINGS												
LC	OW BIDDER - RECOMMEND AWARD									TIE BID			
Item #	Description	Estimat Quanti		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750		ORE & MAIN Kenzie 118-586-7100		FORTILINE Joshua Long 918-445-0005	TULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	UTILITY SUPPLY Brandon Epps 918-266-0209			
F-13	10" Rubber Sewer Coupling Clay to PVC	24	ea	NO BID	\$	27.75	\$	27.17	\$ 34.19	\$ 27.50			
F-14	12" Rubber Sewer Coupling PVC to PVC	12	ea	NO BID	\$	32.40	\$	31.71	\$ 39.90	\$ 32.00			
F-15	12" Rubber Sewer Coupling Clay to PVC	12	ea	NO BID	\$	32.40	\$	31.71	\$ 39.90	\$ 32.00			
	Fittings & Tap Saddles												
F-16	4" PVC 45° Elbow SCH 40 DWV	100	ea	NO BID	\$	9.45	\$	9.26	\$ 12.79	\$ 10.00			
F-17	4" PVC 22 1/2° Elbow SCH 40 DWV	24	ea	NO BID	\$	14.70	\$	14.49	\$ 19.99	\$ 11.50			
F-18	6" PVC 45° Elbow w/gasket SDR 26	12	ea	NO BID	\$	46.50	\$	44.11	\$ 60.81	\$ 48.50			
F-19	8" PVC 45° Elbow w/gasket SDR 26	12	ea	NO BID	\$	113.10	\$	109.60	\$ 151.10	\$ 124.00			
F-20	6x4 SDR 35 Saddle Tee, Gasket Skirt	20	ea.	NO BID	\$	43.80	\$	40.79	\$ 56.24	\$ 46.25			
	with SS Straps, Sch 40 SW Branch												
F-21	8x4 SDR 35 Saddle Tee, Gasket Skirt	40	ea.	NO BID	\$	58.80	\$	54.30	\$ 74.88	\$ 61.50			
	with SS Straps, Sch 40 SW Branch												

	SECTION F: MANHOLES, COUPLINGS, FITTINGS												
LO	OW BIDDER - RECOMMEND AWARD									TIE	BID		
Item #	Description	Estimat Quanti		CONSOLIDATED PIPE & SUPPLY Troy McCamish 539-476-4727 or Tyler Lyles 479-431-7750		CORE & MAIN Kenzie 918-586-7100	FORTILINE Joshua Long 918-445-0005	T	ULSA WINWATER Zach Wolfe 580-370-6340 or Nicole Gorbert 918-203-0183	Brando	SUPPLY on Epps 66-0209		
F-22	10x4 SDR 35 Saddle Tee, Gasket Skirt	20	ea.	NO BID	\$	80.75	\$ 79.00	\$	108.91	\$	89.50		
	with SS Straps, Sch 40 SW Branch												
F-23	12x4 SDR 35 Saddle Tee, Gasket Skirt	12	ea.	NO BID	\$	105.60	\$ 98.00	\$	93.75	\$	111.50		
	with SS Straps, Sch 40 SW Branch												
F-24	1 1/2" Preformed Flex Plastic -	10	bxs.	NO BID	\$	155.00	NO BID		NO BID		NO BID		
	Gasket (Ram-Nek)												
F-25	Romac Tap Saddle CB 4"	12	ea.	NO BID	\$	120.00	NO BID	\$	131.39		NO BID		
	Outlet Fits 6" to 12" Pipe												
F-26	Romac Tap Saddle CB 6"	12	ea.	NO BID	\$	156.16	NO BID	\$	175.16		NO BID		
	Outlet Fits 6" to 12" Pipe												
F-27	4" Rubber Test Cap	20	ea.	NO BID	\$	3.05	\$ 2.73	\$	3.38	\$	3.75		
F-28	5" Rubber Test Cap	20	ea.	NO BID	\$	4.45	\$ 3.66	\$	4.53	\$	4.50		
F-29	3" PVC Pop Up Clean Out Caps	20	ea.	NO BID	\$	10.50	NO BID		NO BID		NO BID		
F-30	4" PVC Pop Up Clean Out Caps	20	ea.	NO BID	\$	11.25	NO BID		NO BID		NO BID		



Agenda Item 9.
June 20, 2025
Prepared by Terry Lauritsen
Water Utilities

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to award water treatment chemicals for the Water Treatment Plant, presented by Larry East.

Attachments:

Bid tabulation

II. STAFF COMMENTS AND ANALYSIS

Bids for water treatment chemicals are taken on an annual basis. Due to volatilities in the chemical market for chlorine and sodium hydroxide, these items are structured for period less than annually. For sodium hydroxide, the bid is structured for a 90-day price guarantee, with the option for up to three 90-day renewals upon mutual agreement of both the City and vendor. For chlorine, the bid is structured for a 180-day price guarantee, with the option for a 180-day renewal upon mutual agreement of both the City and vendor. Bid packets were advertised in the local newspaper, Construct Connect, SW Construction News, Dodge Bidding and sent to 26 vendors. Fifteen (15) bids were received and shown on the attached bid tabulation. Materials are purchased on an as needed basis.

III. BUDGET IMPACT

The budget for water treatment plant chemicals is \$1,184,375. The total bid price for the water treatment chemicals is \$1,191,907, which represents a 12.6% increase from last fiscal year. While the bids, if the pricing is held through the entire fiscal year, are over the operating budget by \$7,532, the estimated quantities are conservative and staff believes there are sufficient funds within the operating budget to move forward with the award. However, the budget includes \$252,659 in water operational reserve funds that can be utilized if needed.

IV. RECOMMENDED ACTION

Staff recommends award to various vendors as highlighted within the attached bid tabulation.

Council Member or Staff Member

Date

City of Bartlesville Water Treatment Chemical Bid #2025-2026-002

Recommended Bid Award

LEGEND: SHADED AREA - RECOMMEND AWARD

CHEMICAL:	Chlorine Gas	Hydrofluorosilicic Acid	Potassium Permanganate	Coagulant	ACH	Coagulation Aid	Drying Bed Polymer	Polyphosphate	Sodium Hydroxide	Aqueous Ammonia	Powdered Activated Carbon
Est. Quantity	60 TON	15,000 GALLONS	50,000 LBS	720 TON	12 TOTES	6,000 LBS	15,000 LBS	60,000 LBS	450,000 LBS	60 TON	46,000 LBS
Airgas Specialties										\$278.80	
Baker Services, Inc.										\$278	
Brenntag Southwest, Inc.	\$2,779.50		\$2.46		\$1,484.00		\$2.64	\$0.8167	\$0.2313		\$1.140
Carus LLC								\$1.020			
Chemrite Inc.			\$2.68								\$1.350
Chemtrade Cemicals US LLC				\$860 ¹	\$1,736.00						
Hawkins Inc.	\$2,380		\$4.99		\$1,911.25		\$2.38				
Jacobi Carbons, Inc.											\$1.060
Pennco, Inc.		\$2.780									
Polydyne Inc.						2.53 ²					
Shannon Chemical Corp.			\$3.77					\$0.877			
Solenis, LLC						2.13 ²	1.61 ³				
Univar Solutions USA LLC		\$2.90	\$4.96				\$2.52		\$0.2338		
USALCO, LLC				\$710	\$1,756.42						
Water Tech, Inc.							2.10 ³				

Net Cost Difference from Last Year

\$1,058,400.00	Price Last FY		
\$1,191,907.00	Price this FY - utilizing the higher u	unit price for coagulation aid and drying bed polymer	(if we are able to utlize the Solenis products, this will save \$9,750)
 \$133,507.00	Cost Difference from last FY	12.61% Percent increase	

Notes: 1) Based on previous bench testing and trials conducted between the Chemtrade and USALCO products, the Chemtrade product consistently produced effective results at a dosage approximately 25% lower than that of USALCO. Although the unit price for the Chemtrade product is higher, the overall annual cost would be lower due to the reduced dosage requirements.

- 2) Solenis is a new bidder for the City, and while their product appears to meet the specification, it is a product unfamiliar to staff and we have not conducted any testing or trials on it. Staff recommends awarding the bid to both Solenis and Polydyne, the current vendor for this product. This will allow staff to conduct trials with the Solenis product to evaluate its compatibility and effectiveness before utilizing the product in full scale.
- 3) Solenis is a new bidder for the City, and while their product appears to meet the specification, staff has not conducted any testing or trials with their product. Staff recommends awarding the bid to both Solenis and Water Tech, the current vendor for this product. This will allow staff to conduct trials with the Solenis product to evaluate its compatibility and effectiveness before utilizing the product in full scale.



BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2025-2026-003 for the Highland, Wilshire, Waverly, and Oakdale Concrete Panel Replacement Project.

B. <u>ATTACHMENTS:</u>

Bid Tabulation

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

A. PROJECT DESCRIPTION:

The 2023 issuance of the 2020 General Obligation Bond (GO Bond) included concrete street rehabilitation projects on four different streets. The streets included are Highland from Sunset to Aledo, Wilshire and Waverly from Frank Phillips to State, and Oakdale from Brookside Parkway to Woodland. Staff has chosen to design, bid and construct these projects as one larger concrete street rehabilitation package. All projects were identified as priority projects except for Highland which is a discretionary project. Each project consists of replacing 80% to 90% of the concrete panels within the project limits. Minor amounts of curb and gutter will be replaced as needed. All items of work were included in the Base Bid with no Bid Alternates.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, nine (9) contractors obtained copies of the bid documents and three (3) contractors attended the mandatory pre-bid meeting. Two (2) contractors submitted a bid. The base bids were as follows:

R & L Construction, LLC. (Sapulpa, OK)	\$847,000.00
Tri-Star Construction, LLC. (Tulsa, OK)	\$877,000.00

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:**

\$1,200,000.00 was originally budgeted for the project in the 2023 issuance of the 2020 GO Bond. \$30,500.00 of these funds has been used to date for design services leaving \$1,169,500.00 for the construction portion of the project. The lowest compliant bid by R & L Construction, LLC of \$847,000.00 is within the remaining budgeted amount.

III. RECOMMENDED ACTION

R & L Construction, LLC is a construction firm specializing in concrete. They have recently completed the Airport Taxi-lane Extension the City of Bartlesville and have provided information confirming they have the bonding capacity and technical expertise to complete this project.

Staff recommends awarding the base bid to R & L Construction, LLC in the amount of \$847,000.00.

/s/ Larry East	June 24, 2025
Council Member	Date

CONSTRUCTION DRAWINGS FOR

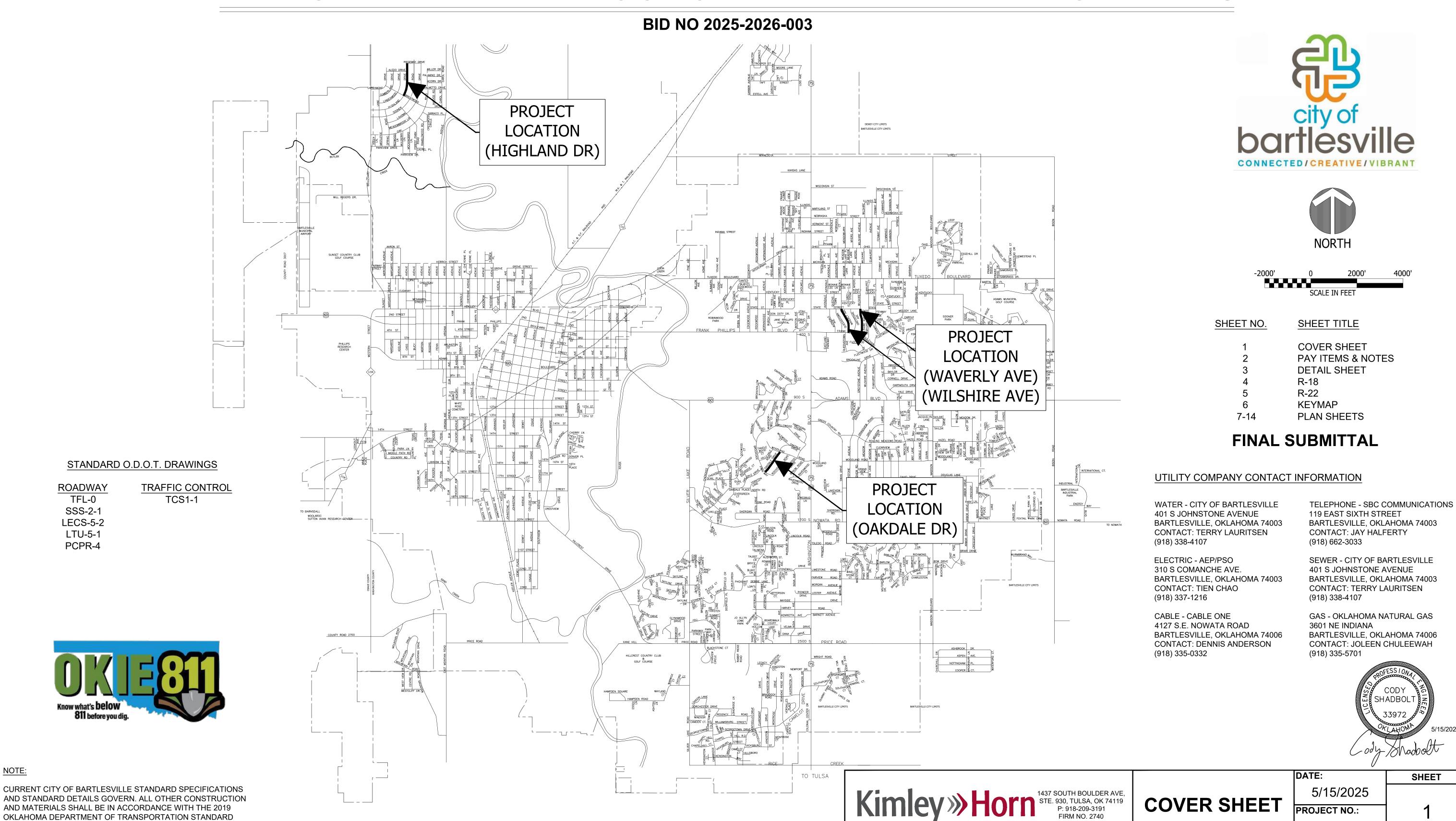
CITY OF BARTLESVILLE

Agenda item 10. Attachemnt

SHEET

064598212

HIGHLAND DRIVE, WILSHIRE AVENUE, WAVERLY AVENUE, AND OAKDALE DRIVE CONCRETE PANEL REPLACEMENTS



ROADWAY TFL-0

SSS-2-1

LECS-5-2

LTU-5-1

PCPR-4

SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

HIGHLAND DRIVE

ITEM NO.	SPEC.	SPEC. NO	ITEM DESCRIPTION	PAY ITEM NOTES	UNIT	QUANITITY
1	ODOT	202(B)	MUCK EXCAVATION & SELECT FILL	P-11, 20	CY	0
3	ODOT	230(A)	SOLID SLAB SODDING	P-18, 19	SY	100
4	ODOT	303(A)	AGGREGATE BASE TYPE A, 6"	P-17	SY	1917
5	ODOT	310(B)	SUBGRADE, METHOD B	P-12, 17	SY	1917
6	ODOT	325	SEPARATOR FABRIC	P-1	SY	1917
7	ODOT	414(A)	P.C. CONCRETE PAVEMENT (PLACEMENT)	P-2, 3, 9, 10, 17	SY	1917
8	ODOT	414(G)	P.C. CONCRETE FOR PAVEMENT	P-2, 3, 9, 10, 17	CY	373
9	ODOT	609(B)	6" CONCRETE BARRIER CURB & GUTTER	P-17, 20, 21	LF	100
11	ODOT	619(B)	REMOVAL OF CONCRETE PAVEMENT	P-4, 7, 8, 9, 14	SY	1917
13	ODOT	619(B)	REMOVAL OF CONCRETE CURB & GUTTER	P-4, 7, 8, 9, 14, 15, 17	LF	100
14	ODOT	641	MOBILIZATION	P-9	LSUM	1
15	ODOT	880(J)	CONSTRUCTION TRAFFIC CONTROL	P-5, 9, 10	LSUM	1
16	CITY	SPECIAL	OWNER'S ALLOWANCE	P-6	EA	1
17	CITY	SPECIAL	CRACK CLEANING AND SEALING (P.C. CONCRETE PAVEMENT)	P-22, 23	LF	0

WILSHIRE AVENUE

ITEM NO.	SPEC.	SPEC. NO	ITEM DESCRIPTION	PAY ITEM NOTES	UNIT	QUANITITY
1	ODOT	202(B)	MUCK EXCAVATION & SELECT FILL	P-11, 20	CY	0
3	ODOT	230(A)	SOLID SLAB SODDING	P-18, 19	SY	100
4	ODOT	303(A)	AGGREGATE BASE TYPE A, 6"	P-17	SY	1506
5	ODOT	310(B)	SUBGRADE, METHOD B	P-12, 17	SY	1506
6	ODOT	325	SEPARATOR FABRIC	P-1	SY	1506
7	ODOT	414(A)	P.C. CONCRETE PAVEMENT (PLACEMENT)	P-2, 3, 9, 10, 17	SY	1506
8	ODOT	414(G)	P.C. CONCRETE FOR PAVEMENT	P-2, 3, 9, 10, 17	CY	293
9	ODOT	609(B)	6" CONCRETE BARRIER CURB & GUTTER	P-17, 20, 21	LF	100
10	ODOT	610(B)	6" CONCRETE DRIVEWAY APPROACH (H.E.S.)	P-7, 13	SY	52
11	ODOT	619(B)	REMOVAL OF CONCRETE PAVEMENT	P-4, 7, 8, 9, 14	SY	1506
12	ODOT	619(B)	REMOVAL OF CONCRETE DRIVEWAY	P-4, 7, 8, 9, 14	SY	52
13	ODOT	619(B)	REMOVAL OF CONCRETE CURB & GUTTER	P-4, 7, 8, 9, 14, 15, 17	LF	100
14	ODOT	641	MOBILIZATION	P-9	LSUM	1
15	ODOT	880(J)	CONSTRUCTION TRAFFIC CONTROL	P-5, 9, 10	LSUM	1
16	CITY	SPECIAL	OWNER'S ALLOWANCE	P-6	EA	1
17	CITY	SPECIAL	CRACK CLEANING AND SEALING (P.C. CONCRETE PAVEMENT)	P-22, 23	LF	0

WAVERLY AVENUE

ITEM NO.	SPEC.	SPEC. NO	ITEM DESCRIPTION	PAY ITEM NOTES	UNIT	QUANITITY
1	ODOT	202(B)	MUCK EXCAVATION & SELECT FILL	P-11, 20	CY	0
2	ODOT	221(G)	TEMPORARY FIBER LOG	P-16, 17	LF	13
3	ODOT	230(A)	SOLID SLAB SODDING	P-18, 19	SY	100
4	ODOT	303(A)	AGGREGATE BASE TYPE A, 6"	P-17	SY	1217
5	ODOT	310(B)	SUBGRADE, METHOD B	P-12, 17	SY	1217
6	ODOT	325	SEPARATOR FABRIC	P-1	SY	1217
7	ODOT	414(A)	P.C. CONCRETE PAVEMENT (PLACEMENT)	P-2, 3, 9, 10, 17	SY	1217
8	ODOT	414(G)	P.C. CONCRETE FOR PAVEMENT	P-2, 3, 9, 10, 17	CY	237
9	ODOT	609(B)	6" CONCRETE BARRIER CURB & GUTTER	P-20, 21	LF	100
11	ODOT	619(B)	REMOVAL OF CONCRETE PAVEMENT	P-4, 7, 8, 9, 14	SY	1217
13	ODOT	619(B)	REMOVAL OF CONCRETE CURB & GUTTER	P-4, 7, 8, 9, 14, 15	LF	100
14	ODOT	641	MOBILIZATION	P-9	LSUM	1
15	ODOT	880(J)	CONSTRUCTION TRAFFIC CONTROL	P-5, 9, 10	LSUM	1
16	CITY	SPECIAL	OWNER'S ALLOWANCE	P-6	EA	1
17	CITY	SPECIAL	CRACK CLEANING AND SEALING (P.C. CONCRETE PAVEMENT)	P-22, 23	LF	0

OAKDALE DRIVE

ITEM NO.	SPEC.	SPEC. NO	ITEM DESCRIPTION	PAY ITEM NOTES	UNIT	QUANITITY
1	ODOT	202(B)	MUCK EXCAVATION & SELECT FILL	P-11, 20	CY	0
2	ODOT	221(G)	TEMPORARY FIBER LOG	P-16, 17	LF	20
3	ODOT	230(A)	SOLID SLAB SODDING	P-18, 19	SY	100
4	ODOT	303(A)	AGGREGATE BASE TYPE A, 6"	P-17	SY	1852
5	ODOT	310(B)	SUBGRADE, METHOD B	P-12, 17	SY	1852
6	ODOT	325	SEPARATOR FABRIC	P-1	SY	1852
7	ODOT	414(A)	P.C. CONCRETE PAVEMENT (PLACEMENT)	P-2, 3, 9, 10, 17	SY	1852
8	ODOT	414(G)	P.C. CONCRETE FOR PAVEMENT	P-2, 3, 9, 10, 17	CY	361
9	ODOT	609(B)	6" CONCRETE BARRIER CURB & GUTTER	P-17, 20, 21	LF	100
10	ODOT	610(B)	6" CONCRETE DRIVEWAY APPROACH (H.E.S.)	P-7, 13	SY	13
11	ODOT	619(B)	REMOVAL OF CONCRETE PAVEMENT	P-4, 7, 8, 9, 14	SY	1852
12	ODOT	619(B)	REMOVAL OF CONCRETE DRIVEWAY	P-4, 7, 8, 9, 14	SY	13
13	ODOT	619(B)	REMOVAL OF CONCRETE CURB & GUTTER	P-4, 7, 8, 9, 14, 15, 17	LF	100
14	ODOT	641	MOBILIZATION	P-9	LSUM	1
15	ODOT	880(J)	CONSTRUCTION TRAFFIC CONTROL	P-5, 9, 10	LSUM	1
16	CITY	SPECIAL	OWNER'S ALLOWANCE	P-6	EA	1
17	CITY	SPECIAL	CRACK CLEANING AND SEALING (P.C. CONCRETE PAVEMENT)	P-22, 23	LF	0

PAY ITEM NOTES:

- P-1. OVERLAPS AND WRAP-AROUNDS IN SEPARATOR FABRIC SHALL NOT BE MEASURED FOR PAYMENT.
- P-2. DOWELING, EPOXY, AND JOINT REINFORCEMENTS SHALL BE SUBSIDIARY TO THE CONCRETE BID ITEMS.
- P-3. CONCRETE SHALL BE 7" DOWEL JOINTED P.C.C. WITH FINISHED SURFACE.
- P-4. REMOVAL OF PAVEMENT INCLUDES ALL SAWCUTTING, WHICH SHALL BE FULL DEPTH, REMOVAL OF ASPHALT, REMOVAL OF CONCRETE, AND REMOVAL OF CURB & GUTTER.
- P-5. CONSTRUCTION SIGNING AND STRIPING SHALL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MUTCD, CURRENT EDITION, AND ALL APPLICABLE ODOT STANDARD DRAWINGS. CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE CITY ENGINEER PRIOR TO BEGINNING WORK. AMOUNT BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE, AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS REQUIRED FOR THE COMPLETION OF THIS PROJECT.
- P-6. THIS PAY ITEM SHALL COVER ITEMS THAT WERE UNFORSEEN DURING DESIGN AND MAY ONLY BE USED WITH WRITTEN PERMISSION OF THE CITY ENGINEER.
- P-7. ALL SAWCUTS NECESSARY FOR THE PROPOSED IMPROVEMENTS SHALL BE SUBSIDIARY TO THE REMOVAL OF CONCRETE PAVEMENT BID ITEM. 6. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAWCUTS SHALL BE FULL DEPTH OF PAVEMENT.
- P-8. REMOVAL ITEMS BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE NOTED IN THE PLANS. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIALS. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM. SURPLUS MATERIALS FROM THE EXCAVATION INCLUDING DIRT, CONCRETE, MILLINGS, TRASH, ETC. SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH GENERAL CONSTRUCTION NOTE 12.
- P-9. DURING CONSTRUCTION OPERATIONS TWO-WAY TRAFFIC MUST BE MAINTAINED AT ALL TIMES. ONE LANE OF TRAFFIC AROUND CONSTRUCTION OPERATIONS IN PROGRESS WITH ADEQUATE SAFEGUARDS WILL BE ACCEPTABLE UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER. THE CONTRACTOR SHALL SUBMIT AN ACCEPTABLE TRAFFIC PLAN AT THE PRE-CONSTRUCTION MEETING.
- P-10. CONTRACTOR SHALL PROVIDE TEMPORARY CENTERLINE AND LANE STRIPING ANYTIME EXISTING MARKINGS ARE OBLITERATED. ALL MARKINGS TO BE IN PLACE AT THE CLOSE OF EACH DAY'S WORK
- P-11. MUCK EXCAVATION:
 - P-11.1. THERE ARE NO ITEMS OF THIS TYPE KNOWN TO BE IN NEED OF ADJUSTMENT AT THE TIME OF BID. THIS ITEMS ESTABLISHES A PRICE IF UNKNOWN ITEMS ARE ENCOUNTERED DURING CONSTRUCTION.
 - P-11.2. WORK UNDER THIS SECTION MAY ONLY BE PERFORMED AT THE WRITTEN DIRECTION OF THE CITY ENGINEER OR HIS DESIGNATED
 - P-11.3. UNDER THIS ITEM CONTRACTOR SHALL FURNISH ALL EQUIPMENT, MATERIAL, LABOR, TOOLS, AND INCIDENTALS NECESSARY TO EXCAVATE SOFT SPOTS. THE EXCAVATION SHALL BE TO A DEPTH DESIGNATED BY THE INSPECTOR OR CITY ENGINEER. THE AREA WILL BE FILLED WITH SURGE ROCK (2" TO 6" GRADATION) PLACED AND COMPACTED TO ODOT SPECIFICATIONS. THE WORK INCLUDES BUT IS NOT LIMITED TO COMPACTING, ROLLING AND PREPARING THE WORK SUBGRADE, BACKFILL AS REQUIRED, AGGREGATE PLACEMENT, SHAPING, AND COMPACTION.
 - P-11.4. MEASUREMENT FOR WORK UNDER THIS ITEM WILL BE PER CUBIC YARD. CONTRACTOR AND CITY MUST AGREE TO QUANTITY PRIOR TO PLACEMENT OF SURGE ROCK.
 - P-11.5. PAYMENT FOR ALL WORK UNDER THIS ITEM SHALL BE MADE AT THE CONTRACT UNIT PRICE PER CUBIC YARD ACTUALLY CONSTRUCTED AND ACCEPTED. SAID PAYMENT SHALL BE FULL COMPENSATION FOR ALL EQUIPMENT, MATERIAL, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK.
- P-12. SUBGRADE METHOD "B" PER ODOT 2019 STANDARD SPECIFICATIONS, SUBSECTION 310.04.B.
- P-13. PAY ITEM INCLUDES NEW CONCRETE APRON, EXTENDING FROM GUTTER LINE TO FIRST JOINT IN DRIVE, PLUS TAPERED CURB TIE-INS ON BOTH SIDES. SUBGRADE TO BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- P-14. PAY ITEM INCLUDES REMOVAL OF CONCRETE PAVEMENT AND DRIVEWAY BASE MATERIALS UP TO 13" THICK.
- P-15. PAY ITEM INCLUDES EXCAVATION, SAWCUTTING, SELECT BACKFILL, TOPSOIL, SOLID SLAB SOD, FABRIC, AND AGGREGATE BASE.
- P-16. EROSION PROTECTION SHALL BE PLACED AROUND DRAINAGE INLETS AS REQUIRED TO PREVENT ENTRANCE OF EROSION MATERIAL EROSION PROTECTION SHALL BE PLACED AS NECESSARY TO PREVENT EROSION WASH TO ADJACENT PROPERTY. ALL EROSION PROTECTION INSTALLED MUST BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE PROJECT. EROSION PROTECTION SHALL BE REMOVED AT THE END OF THE PROJECT AS DIRECTED BY THE ENGINEER, COST TO BE INCLUDED IN THE PRICE BID. THIS ITEM TO INCLUDE ALL COST FOR SEDIMENT REMOVAL AND DISPOSAL AS REQUIRED AND DIRECTED BY THE CONTRACT ADMINISTRATOR.
- P-17. ANY ITEMS REQUIRED TO COMPLETE THE CONSTRUCTION OF THIS BID ITEM THAT IS SPECIFICALLY NOT ADDRESSED WILL BE CONSIDERED INCIDENTAL AND BE INCLUDED IN OTHER ITEMS BID.
- P-18. SOLID SLAB SODDING SHALL BE U3 BERMUDA.

DESIGNED BY: CGP

CHECKED BY: CDS

DRAWN BY:

- P-19. THE PAY ITEM FOR SOLID SLAB SODDING INCLUDES THE QUANTITIES FOR PLACEMENT AND COMPACTION OF SUITABLE BACKFILL MATERIAL AND TOPSOIL. SOD ALL AREAS WHICH MAY BE DAMAGED DURING CONSTRUCTION OF CURBS, SIDEWALKS, AND OTHER MISCELLANEOUS ITEMS. THE QUANTITIES ARE BASED ON UTILIZING A 2 FOOT WIDE STRIP IN THESE AREAS. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF DAMAGE TO EXISTING GRASS THAT EXCEEDS THESE LIMITS.
- P-20. THERE ARE NO ITEMS OF THIS TYPE KNOWN TO BE IN NEED OF ADJUSTMENT AT THE TIME OF BID. THIS ITEM ESTABLISHES A PRICE IF UNKNOWN ITEMS ARE ENCOUNTERED DURING CONSTRUCTION.
- P-21. CONTRACTOR SHALL REPAIR FRENCH DRAIN CURB OUTLETS WHERE DISTURBED IN THE FIELD.
- P-22. ALL CRACKS SHALL BE SEALED WITH THE SEALANTS AS DESCRIBED IN THE 2019 ODOT STANDARD SPECIFICATIONS 47.6.1.1 AND 47.6.1.2.
- P-23. CRACK CLEANING AND SEALING WILL BE MEASURED BY THE NUMBER OF LINEAR FEET OF CRACK CLEANING AND SEALING AGREED TO BY THE OWNER - COMPLETED, ACCEPTED AND MEASURED COMPLETE IN PLACE. THE ACCEPTED QUANTITIES OF CRACK CLEANING AND SEALING, MEASURED AS PREVIOUSLY STATED, WILL INCLUDE ALL LABOR, MATERIALS AND INCIDENTALS NECESSARY FOR COMPLETE IN PLACE CRACK CLEANING AND SEALING, AND WILL BE PAID FOR AT THE ESTABLISHED UNIT PRICE.

GENERAL CONSTRUCTION NOTES:

- PROJECT WILL BE CONSTRUCTED UNDER CURRENT ODOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING ANY ROADS TO LOCAL OR THROUGH TRAFFIC. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF TEMPORARY PAVEMENT MARKINGS.
- 2. THE CONTRACTOR SHALL UTILIZE THE CALL OKIE SYSTEM (1-800-522-6543) 48 HOURS IN ADVANCE OF ANY EXCAVATION.
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING WATER AND SEWER SERVICE CONNECTIONS TO HOMES IN WORKING ORDER AT ALL TIMES EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.
- 4. CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS DURING CONSTRUCTION FOR THE SUPPORT AND PROTECTION OF ALL UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, ELECTRIC CABLES, DRAINAGE PIPES, UTILITY SERVICE LINES, AND ALL OTHER STRUCTURES BOTH ABOVE AND BELOW GROUND. CONTRACTOR IS LIABLE FOR ALL DAMAGES DONE TO SUCH EXISTING FACILITIES AS A RESULT OF CONTRACTOR'S OPERATIONS.
- 5. CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE CITY ENGINEER FOR APPROVAL OF ALL AREAS TO BE USED FOR STAGING, MOBILIZATION, EQUIPMENT AND MATERIAL STORAGE, AND GENERAL PROJECT CONSTRUCTION MANAGEMENT. REQUEST SHALL BE SUBMITTED TO THE CITY ENGINEER WITHIN 5 DAYS OF THE NOTICE TO PROCEED.
- SAFETY OF THE CONSTRUCTION CREW AND THE GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
- 7. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO PROJECT FREE OF MUD AND DEBRIS CAUSED BY CONSTRUCTION ACTIVITIES.
- 8. NO EQUIPMENT OR MATERIAL SHALL BE DEPOSITED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SUCH ACTS AND SHALL REMOVE THE MATERIAL AND RESTORE THE PROPERTY AT THE EXPENSE OF THE CONTRACTOR.
- 9. THE LOCATIONS OF ALL DRIVEWAYS, SIDEWALKS, CURBS, UTILITIES, AND OTHER ITEMS SHOWN ON PLANS ARE APPROXIMATE. ACCURATE LOCATIONS SHALL BE VERIFIED AT THE TIME OF CONSTRUCTION AFTER CONSULTATION WITH PROPERTY OWNERS AND UTILITY COMPANIES.
- 10. THE CONTRACTOR PERSONNEL SHALL WEAR IDENTIFYING CLOTHING OR HATS AT ALL TIMES.
- 11. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 A.M. AND 7:00 P.M.
- 12. CONSTRUCTION DEBRIS SUCH AS BROKEN CONCRETE, EXCESS FILL, ETC., SHALL BECOME THE PROPERTY OF THE CONTRACTOR. MATERIALS SHALL BE COMPLETELY REMOVED FROM THE SITE PRIOR TO ACCEPTANCE OF THE PROJECT. ALL MATERIALS SHALL BE DISPOSED OF IN A MANNER THAT IS IN COMPLIANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS.
- 13. OPERATION OF ALL WATER VALVES SHALL BE PERFORMED BY THE CITY OF BARTLESVILLE WATER UTILITIES DEPARTMENT. WORK TO BE DISCUSSED WITH WATER UTILITIES DIRECTOR, TERRY LAURISEN, 72 HOURS IN ADVANCE OF THE NEED TO COMMENCE SUCH WORK.
- 14. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTING, AND SIGNAGE WITHIN THE CONSTRUCTION AREA. ALL CONSTRUCTION SIGNAGE SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," LATEST EDITION.
- 15. CONTRACTOR SHALL FULL-DEPTH SAWCUT EXISTING PAVEMENT, DRIVEWAYS, AND SIDEWALKS AT AREAS WHERE EACH IS TO BE REMOVED. COSTS OF SAWCUTS ARE SUBSIDIARY TO OTHER ITEMS OF WORK.
- 16. CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE (WITH PRIOR APPROVAL OF LANDOWNER), ALL TREES, SHRUBS, HEDGES, RETAINING WALLS, LANDSCAPING, BUILDINGS, SIDEWALKS, ETC, IN OR NEAR THE PROPOSED CONSTRUCTION AREA. THIS WORK SHALL BE CONSIDERED INCIDENTAL AND NOT A SEPARATE PAY ITEM.
- 17. CONTRACTOR SHALL CLEAN AND RESTORE THE AREA OF OPERATIONS AND CONSTRUCTION TO A CONDITION AS GOOD OR BETTER THAN EXISTED PRIOR TO CONSTRUCTION.
- 18. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AND SHALL NOT ALLOW OBSTRUCTION TO REMAIN THAT CAUSES WATER DAMAGE TO ADJACENT
- 19. THE PAVING CONTRACTOR SHALL ADJUST ALL MANHOLES, VALVE BOXES, AND METER BOXES TO GRADE AFTER PAVING OF STREETS HAS BEEN COMPLETED. NO SEPARATE PAY.

SELECT BACKFILL NOTES:

- SELECT BACKFILL SHALL BE BACKFILLED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- 2. SELECT BACKFILL MAY INCLUDE EITHER SELECT BORROW MATERIAL THAT MEETS THE REQUIREMENTS OF ODOT SPECIFICATION SUBSECTION 705.01 AND/OR SELECTIVELY EXCAVATED MATERIAL
- SELECT BACKFILL SHALL BE REPRESENTATIVE OF SOILS IN THE VICINITY AND BE REASONABLY FREE OF CLAY LUMPS, OBJECTIONABLE WEEDS RUBBLE, LITTER, BRUSH, GRADING, OR MAINTENANCE OPERATIONS. SELECT BACKFILL SHALL NOT CONTAIN MORE THAN 95% BY VOLUME OF STONES, STUMPS, OR OTHER OBJECTS LARGER THAN ONE INCH (1") IN ANY DIMENSION. SELECT BACKFILL SHALL NOT BE PLACED WHEN THE SUBGRADE IS FROZEN, EXCESSIVELY WET, EXTREMELY DRY, OR IN A CONDITION OTHERWISE DETRIMENTAL TO PROPER GRADING



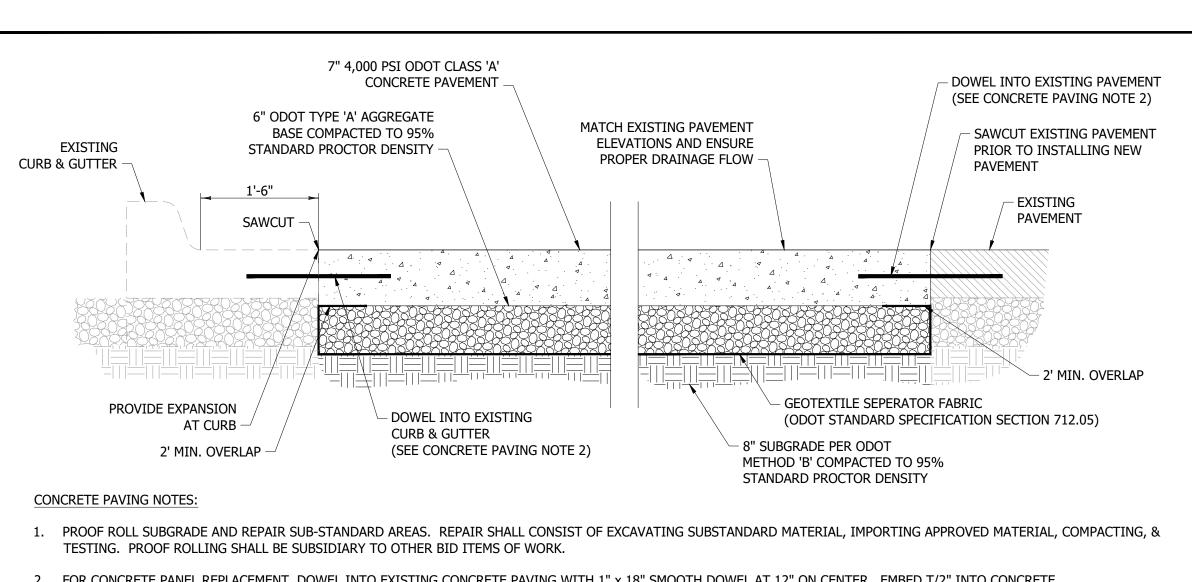


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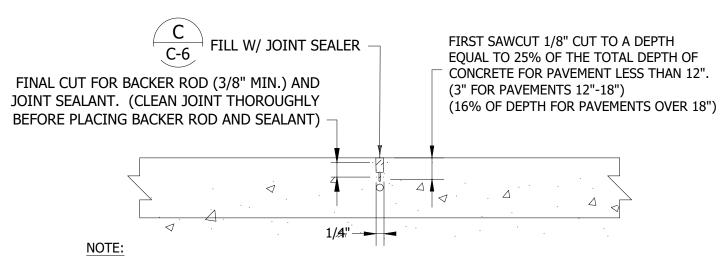
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2. FOR CONCRETE PANEL REPLACEMENT, DOWEL INTO EXISTING CONCRETE PAVING WITH 1" x 18" SMOOTH DOWEL AT 12" ON CENTER. EMBED T/2" INTO CONCRETE.



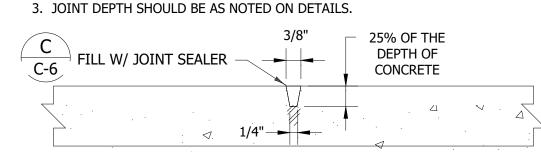


SAWING SHOULD BEGIN AS SOON AS CONCRETE IS STRONG ENOUGH TO SUPPORT EQUIPMENT. AVOID RAVELING DURING SAWING OPERATION. ALL JOINTS SHOULD BE SAWED WITHIN 12 HOURS OF CONCRETE PLACEMENT. EARLIER IN HOT WEATHER AND WHEN CONCRETE IS CONSTRUCTED ON STABILIZED BASE.

SAWED TRANSVERSE CONTRACTION JOINT

CONTRACTION JOINTS GENERAL NOTES:

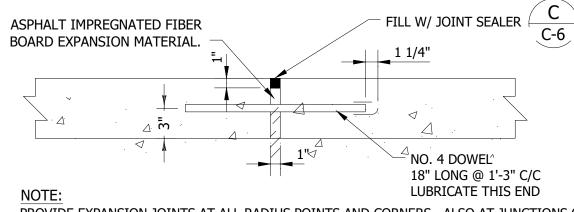
- 1. ALL CONTRACTION JOINTS, INCLUDING THOSE IN CURBS, SHALL BE SEALED WITH A SELF-LEVELING, LOW MODULUS, SILICON SEALANT AT A SPACING OF 24 TIMES THE THICKNESS OF THE SLAB (MAXIMUM OF 15'-0" O.C. FOR NON-REINFORCED SLABS AND 30'-0" FOR REINFORCED
- 2. PANELS SHOULD BE SQUARE OR CLOSE TO SQUARE (MAX. RATIO 1 TO 1.5)



TOOLED JOINTS MUST BE RUN EARLY IN THE FINISHING PROCESS AND RERUN LATER TO ENSURE GROOVE BOND HAS NOT OCCURRED.

TOOLED CONTRACTION JOINT





PROVIDE EXPANSION JOINTS AT ALL RADIUS POINTS AND CORNERS. ALSO AT JUNCTIONS OF DRIVEWAYS WITH WALKS, CURBS, OR OTHER OBSTRUCTIONS AND AT JUNCTIONS OF WALKS WITH BUILDINGS OR OTHER OBSTRUCTIONS.

EXPANSION JOINT DETAIL

#4 REBAR @ 4' C/C BAR 3'-0" LONG KEYWAY FORMED BY **FASTENING METAL** KEY TO FORM

PROVIDE CONSTRUCTION JOINTS WHERE 2 SUCCESSIVE PIECES OF CONCRETE MEET. KEYWAYS SHOULD NOT BE USED ON PAVEMENT LESS THAN 9" THICK OR AT JOINTS THAT WILL CARRY HEAVY LOADS. INSTEAD, METAL DOWELS SHOULD BE USED. DOWELS MUST BE CAREFULLY LINED UP PARALLEL OR THEY MAY INDUCE RESTRAINT CAUSING RANDOM CRACKING AT END OF DOWEL

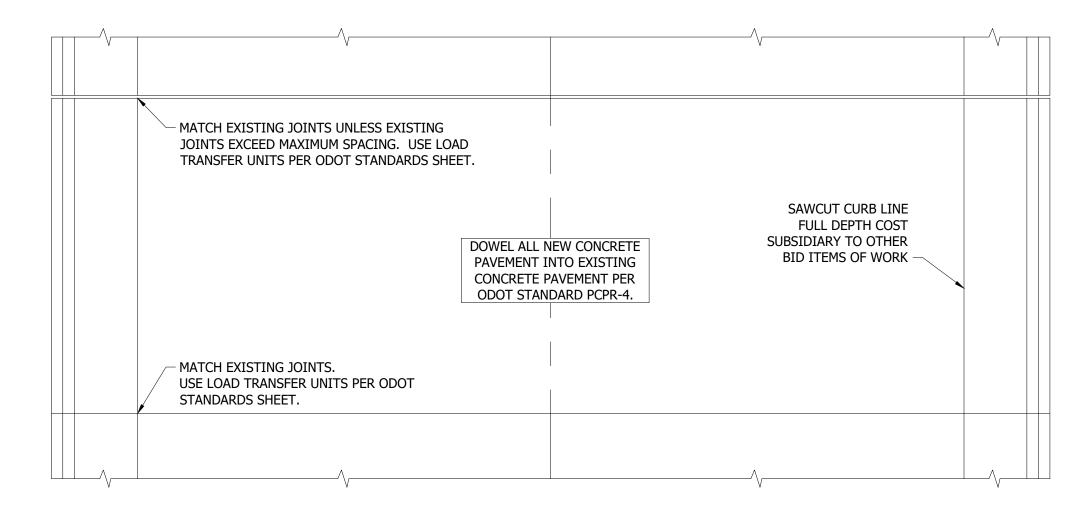
CONSTRUCTION JOINT DETAIL

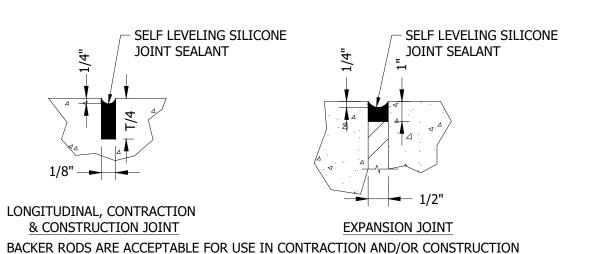
G STANDARD CONCRETE PAVEMENT JOINTS

- REINFORCEMENT SHALL HAVE 1 1/2" MIN. COVER ON EXPOSED FACES AND 2" COVER ON GROUND CONTACT SURFACES.
- ALL JOINTS MUST CONFORM TO ALL ODOT STANDARDS AND SPECIFICATIONS FOR JOINTS AND SEALERS.
- 3. SEE ODOT STD. LECS-5-2 FOR ADDITIONAL DETAILS.

GENERAL NOTES:

- 1. STREET EXPANSION AND CONTRACTION JOINTS SHALL MATCH EXISTING PAVEMENT. MAXIMUM SPACING OF CONTRACTION JOINTS SHALL BE AS FOLLOWS:
 - 7" CONCRETE 14' ON CENTER 6" CONCRETE 12' ON CENTER 4" CONCRETE 8' ON CENTER
- ONLY SILICONE SEALANT MEETING ODOT STANDARDS & SPECIFICATIONS SHALL BE ACCEPTABLE FOR USE.
- 3. ALL JOINTS SHALL BE SAND BLASTED TO CLEAN AND THEN BLOWN OUT WITH OIL-FREE COMPRESSED AIR. SURFACES MUST BE CLEAN, DRY, FROST-FREE, AND DUST-FREE DURING INSTALLATION OF BACKER ROD AND SILICONE JOINT SEALANT.





1. SEE ODOT STD. PCR-4-2 FOR ADDITIONAL DETAILS.

EXISTING

DRIVE -

6" THICK UNREINFORCED

H.E.S. CONCRETE

CONCRETE JOINT NOTES: 1. PROVIDE EXPANSION JOINTS AT ALL STARTS AND ENDS OF RADII AND AT A MAXIMUM OF 48'-0" O.C. ALSO PROVIDE JOINT WHERE CONNECTING TO EXISTING. 2. PROVIDE SAW JOINTS AT 12'-0" ON CENTER. 3. ALL JOINTS TO RECEIVE JOINT SEALANT.

- NOT A JOINT

COMPACT SUBGRADE

TO 95% STANDARD

PROCTOR DENSITY

- EXPANSION JOINT

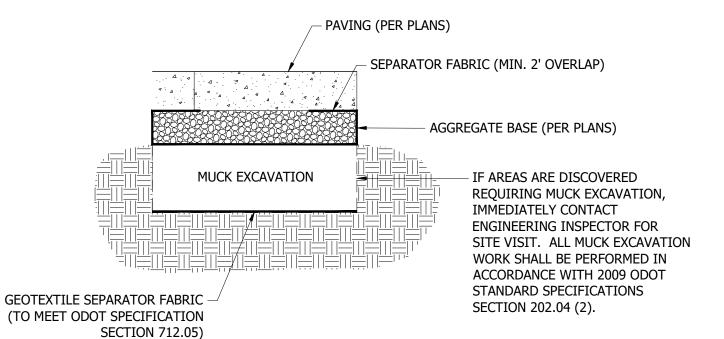
- EX. STREET

- 6" Type 'a' aggregate COMPACTED TO 95%

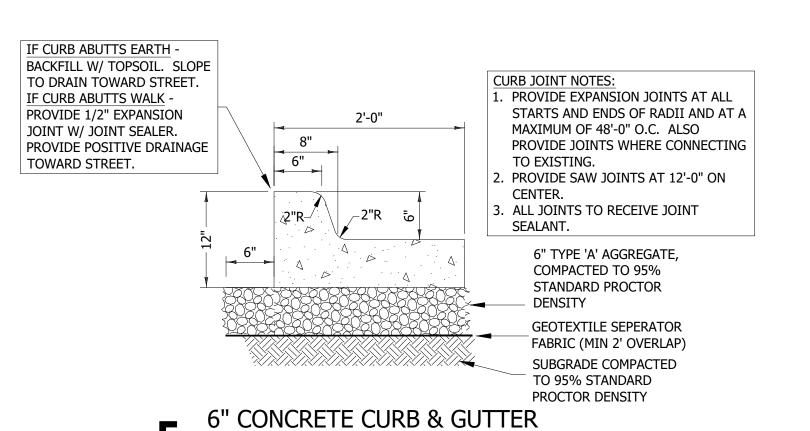
STANDARD PROCTOR

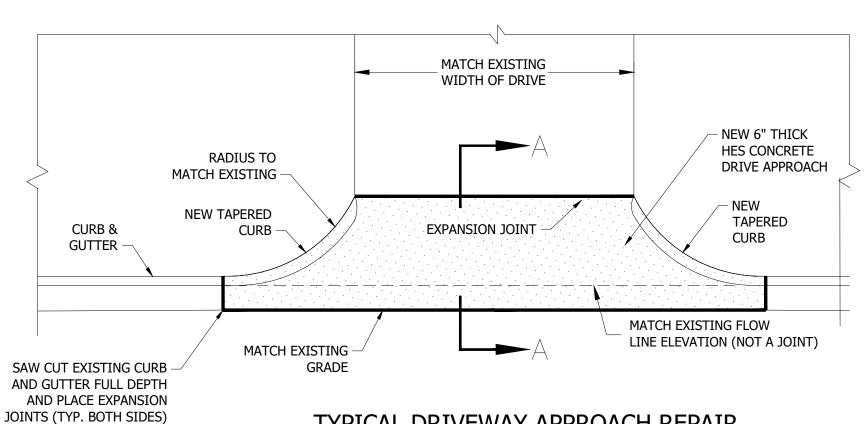
PAVEMENT

JOINTS PROVIDED THAT THE SILICONE JOINT SEALANT IS AT LEAST 1/2" THICK.



MUCK EXCAVATION DETAIL





■ MATCH EXISTING SLOPE
■ ■

- EXPANSION JOINT

SECTION A-A

TYPICAL DRIVEWAY APPROACH REPAIR

DATE

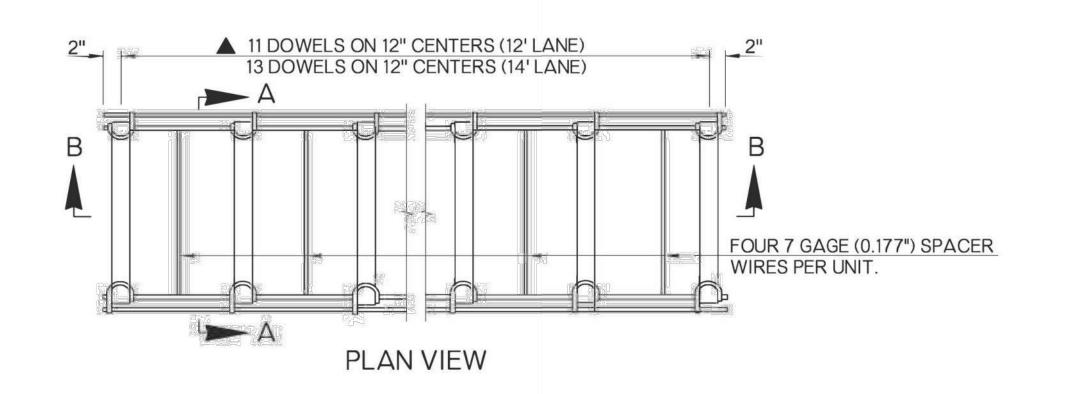
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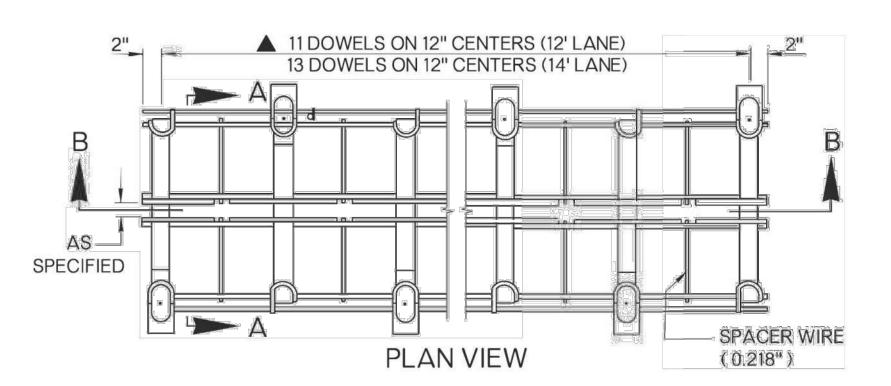
CITY OF BARTLESVILLE CONCRETE PANEL REPLACEMENTS

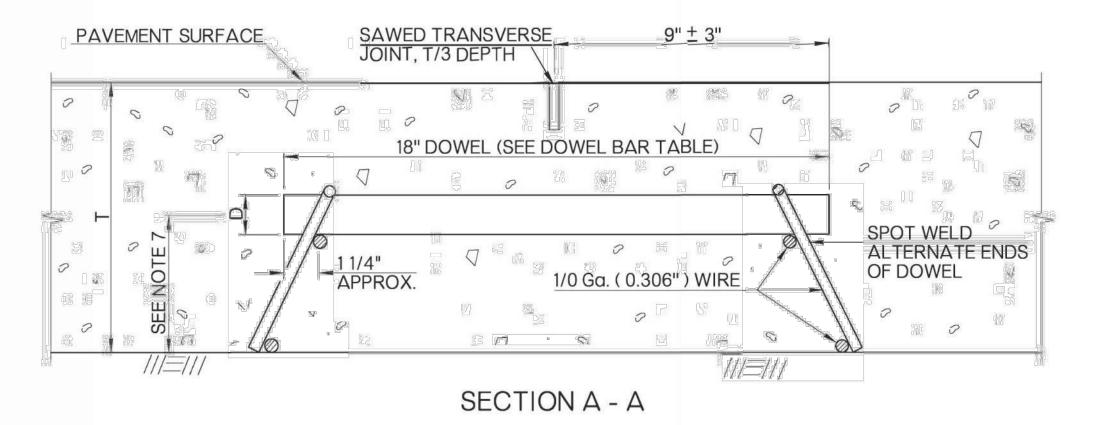
DETAIL SHEET

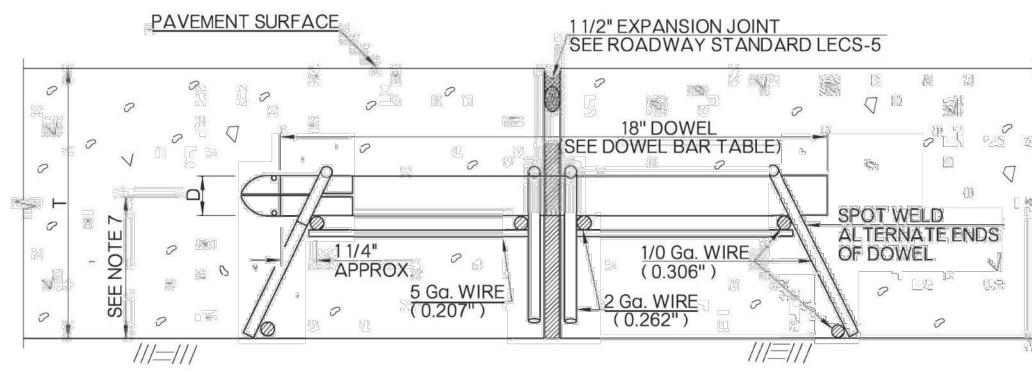
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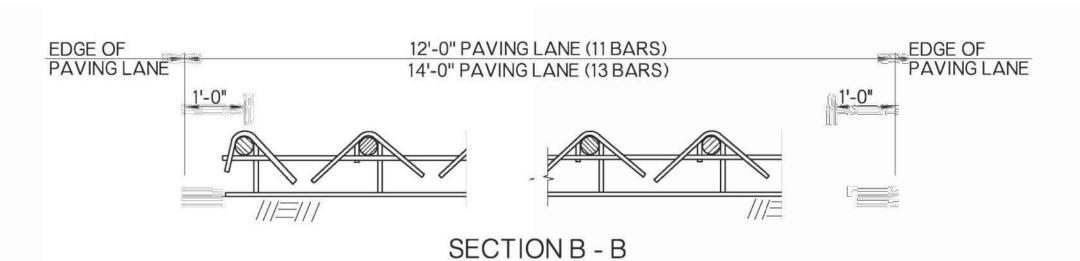




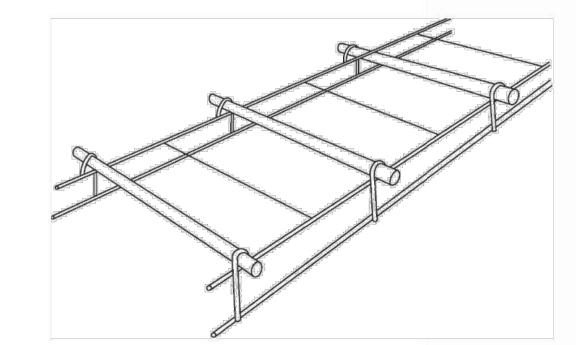




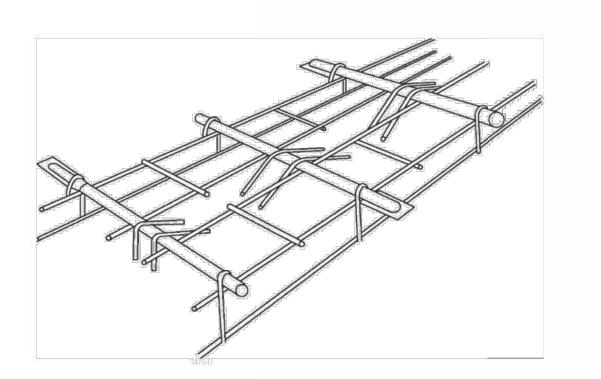
EDGE OF PAVING LANE EDGE OF PAVING LANE 12'-0" PAVING LANE (11 BARS) 14'-0" PAVING LANE (13 BARS) SECTION B - B



SECTION A - A



WELDED CONTRACTION JOINT ASSEMBLY



WELDED EXPANSION JOINT ASSEMBLY

DOWEL BAR TABLE				
▲ SPA	CING 8	SIZE DA	TA	
(T) SLAB DEPTH	DOWEL DIA.	TOTAL DOWEL LENGTH	C/C DOWEL SPACING	
6" - 8"	1"	18"	12"	
8 1/2" - 10"	11/4"	18"	12"	
10 1/2" & UP	1½"	18"	12"	

DOWEL DIAMETER WILL BE DETERMINED BY THE SLAB DEPTH (T) OR THE NOMINAL DEPTH WHEN SLAB DEPTH VARIES. WHEN NOMINAL DEPTH VALUE IS TO BE USED, THE CALCULATED NOMINAL DEPTH WILL BE SHOWN ON THE PLANS.

GENERAL NOTES

- 1. ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
- 2. ANY DEVICE USED FOR SUPPORTING DOWELS SHALL HAVE SUFFICIENT RIGIDITY AND BE HELD IN PLACE DURING CONCRETE PLACEMENT SO THAT DOWELS WILL BE IN SPECIFIED POSITION IN THE FINISHED PAVEMENT. ANY DEVICE NOT PRODUCING THE SPECIFIED RESULTS SHALL BE REJECTED.
- 3. PRODUCER AND CONTRACTOR SHALL AVOID PATENT INFRINGEMENT OF THE BASKET AND SHALL SAVE THE STATE HARMLESS IN THE USE OF ANY BASKET
- 4. THE CONTRACTOR MAY SELECT THE TYPE OF BASKET TO BE USED. AFTER THE SELECTION IS MADE, THE SAME TYPE BASKET SHALL BE USED THROUGHOUT THE PROJECT, UNLESS APPROVED OTHERWISE BY THE ENGINEER
- 5. COLD-DRAWN STEEL WIRE, USED FOR DOWEL BASKETS, SHALL BE ACCEPTED BY VISUAL FIELD INSPECTION, AS PROVIDING SUFFICIENT DOWEL BAR SUPPORT DURING PAVING PROCESS.
- ▲ 6. DOWEL BARS SHALL BE GRADE 60 PLAIN BARS, IN ACCORDANCE WITH SECTION 723.01 OF THE SPECIFICATIONS. DOWEL BARS SHALL BE CENTERED ON THE BASKET REGARDLESS OF THE WIDTH OF THE BASKET OR THE LENGTH OF THE DOWEL BAR.
- DOWEL BAR FROM THE PAVEMENT SURFACE) SHALL BE 1/2 THE THICKNESS OF THE PAVEMENT, PLUS OR MINUS 1/2 THE DIAMETER OF DOWEL BAR OF THE UNIT.
- DOWEL BARS SHALL HAVE A SHOP APPLIED EPOXY COATING OVER THEIR ENTIRE LENGTH (ENDS EXCEPTED). ADDITIONALLY, DOWELS SHALL BE COMPLETELY COATED WITH A FORM RELEASE AGENT (OR APPROVED EQUIVALENT BOND BREAKER) APPLIED IN THE FIELD, IMMEDIATELY PRIOR TO PAVING. THE FORM RELEASE AGENT SHALL NOT BE ALLOWED TO EVAPORATE FROM THE BARS PRIOR TO PAVING.
- 9. FOR EXPANSION JOINTS, THE DOWEL BARS SHALL HAVE EXPANSION CAPS WITH A MINIMUM 1" AND A MAXIMUM 2" AIR SPACE IN THE END OF THE EXPANSION CAPS (EXPANSION JOINT ASSEMBLIES).
- 10. THE CONTRACTOR SHALL DEMONSTRATE TO THE ENGINEER A STAKING PATTERN THAT SHALL SECURE ALL DOWEL BASKETS SUCH THAT THE FINAL DOWEL POSITION IS WITHIN SPECIFICATION LIMITS.
- 11. FOR EXPANSION JOINTS, IN ADDITION TO THE SUPPORTS INDICATED, THE CONTRACTOR SHALL PROVIDE SUITABLE INSTALLING DEVICES AND SUCH ADDITIONAL STAKES AS MAY BE REQUIRED TO HOLD THE JOINT FILLER VERTICAL AND SECURELY IN LINE AND POSITION. THE CONTRACTOR WILL ALSO BE REQUIRED TO SATISFACTORILY FORM THE UPPER PORTION OF THE JOINT FOR RECEIVING THE SEAL. SEE ROADWAY STANDARD LECS-5.

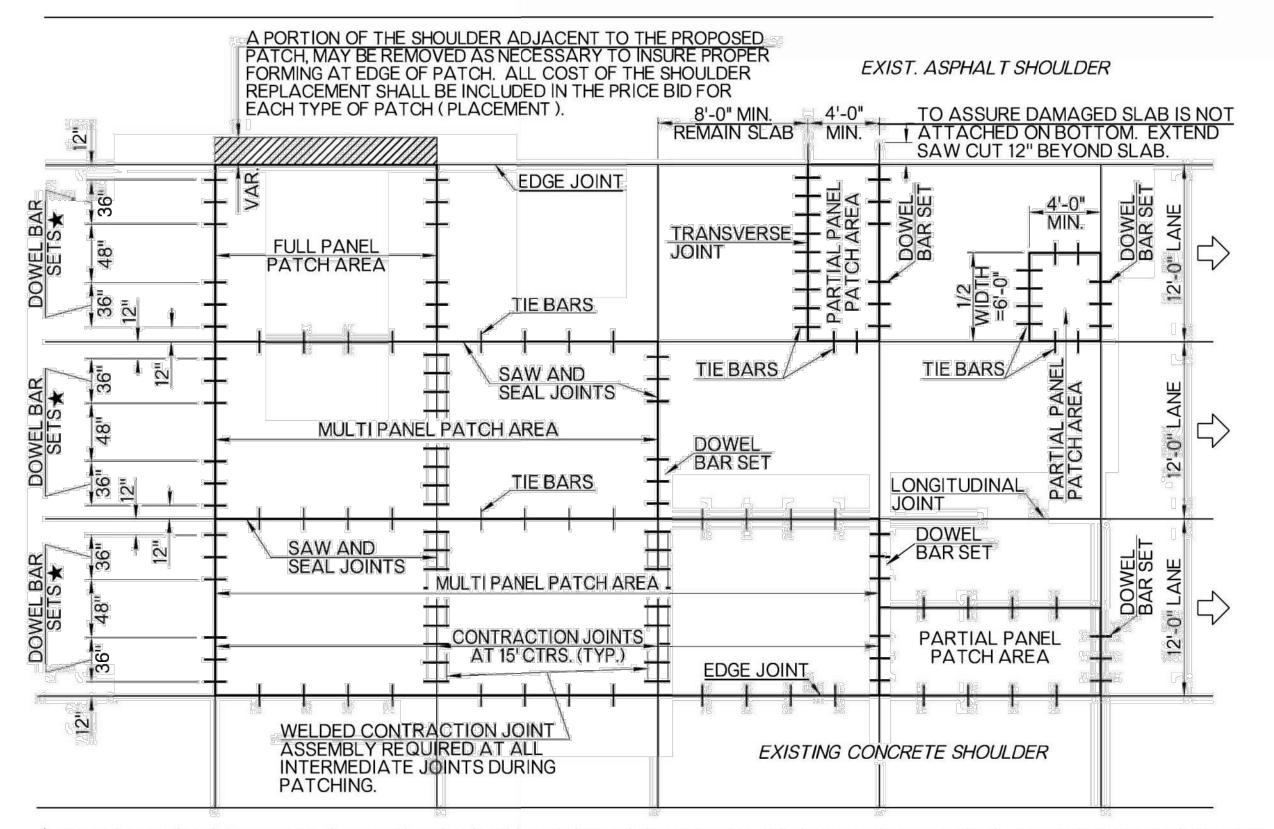
APPROVED BY ROADWAY ENGINEER: ROADWAY DESIGN DIVISION STANDARD

LOAD TRANSFER UNITS FOR OKLAHOMA CONCRETE PAVEMENT JOINTS

Transportation

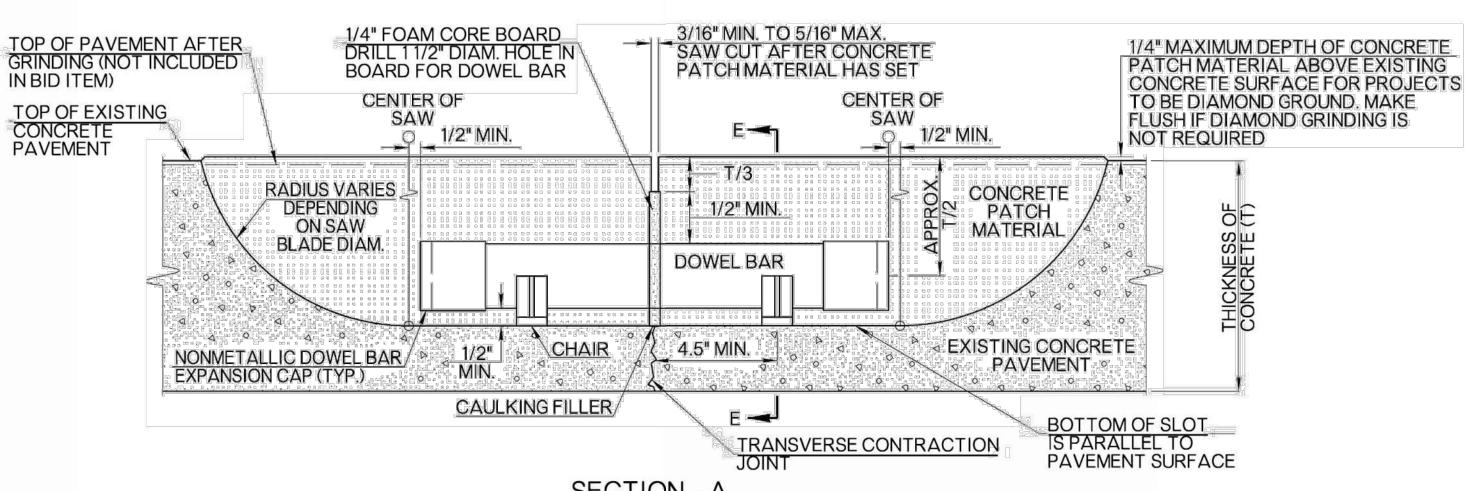
2019 SPECIFICATIONS

LTU-5

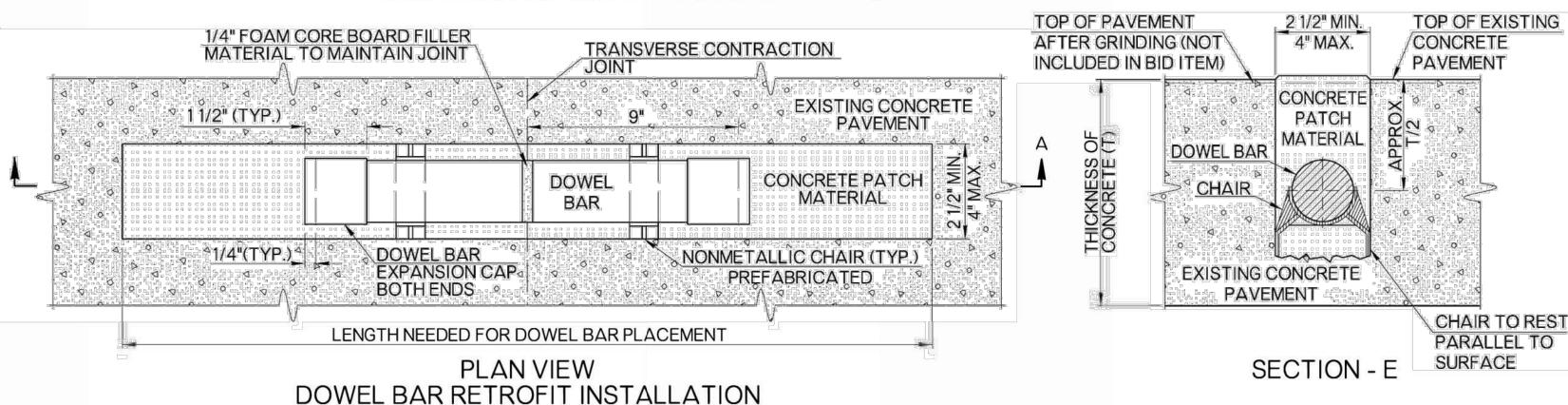


★ DOWEL BAR SETS (FOUR BARS AT 12"CTRS.) SHALL BE USED AS SHOWN FOR ALL CONTRACTION JOINTS. IF PATCH EXTENDS IN BOTH DIRECTIONS, FROM A CONTRACTION JOINT, THEN APPROVED LOAD TRANSFER DEVICES MEETING THE REQUIREMENTS OF SECTION 414.04, AND AS SHOWN ON ROADWAY STANDARD LTU-5 SHALL BE USED IN LIEU OF DOWEL BAR SETS. IF PARTIAL PANEL PATCH IS GOING TO EXCEED 7' (FOR 15' JOINTED PAVEMENT) OR 15' (FOR 62' JOINTED PAVEMENT), THEN USE A FULL PANEL PATCH.

FULL DEPTH PATCHING DETAIL



SECTION - A DOWEL BAR RETROFIT PLACEMENT DETAIL



BASE REPAIR AND PREPARATION

THE DOWEL BAR AND THE HOLE.

IN AREAS WHERE PATCHING IS REQUIRED. THE REMOVAL OF THE DAMAGED PAVEMENT SHALL BE PERFORMED IN A MANNER THAT WOULD MINIMIZE FURTHER DAMAGE TO THE UNDERLYING SUBBASE (S), SUBGRADE OR ADJACENT PAVEMENT(S). NO COMPENSATION WILL BE MADE TO CONTRACTOR FOR REPAIRING DAMAGE SUSTAINED DURING THE REMOVAL PROCESS.

COST OF ANY INCIDENTAL BASE REPAIR, LEVELING OR BACKFILLING UP TO 2", WILL BE INCLUDED IN FULL DEPTH PCC PATCH (PLACEMENT) PAY ITEM. INCIDENTAL REPAIR, LEVELING AND BACKFILLING MATERIAL SHALL CONSIST OF SAME MATERIAL ENCOUNTERED, CRUSHED LIMESTONE OR BY THICKENING THE FULL DEPTH PATCH.

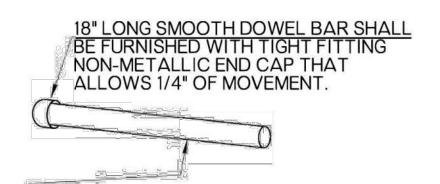
BASE REPAIR, LEVELING AND RELATED BACKFILLING OF SUBBASE (S OR SUBGRADE IN EXCESS OF 2" SHALL BE PAID FOR AS UNCLASSIFIED EXCAVATION WITH QUANTITIES COMPUTED FROM BOTTOM OF SLAB DOWNWARD TO LIMITS OF REMOVAL

CONCRETE PATCH EXISTING SLAB SAW AND SEAL JOINT WITH SILICONE OR APPROVED SEALANT

TIE BARS WILL BE EPOXIED INTO DRILLED HOLES AT MID-SLAB. EACH DRILLED HOLE AND TIE BAR SHALL BE PLACED PARALLEL TO THE DRIVING SURFACE WITH SUFFICIENT EPOXY TO COMPLETELY FILL THE VOID BETWEEN THE TIE BAR AND THE HOLE.

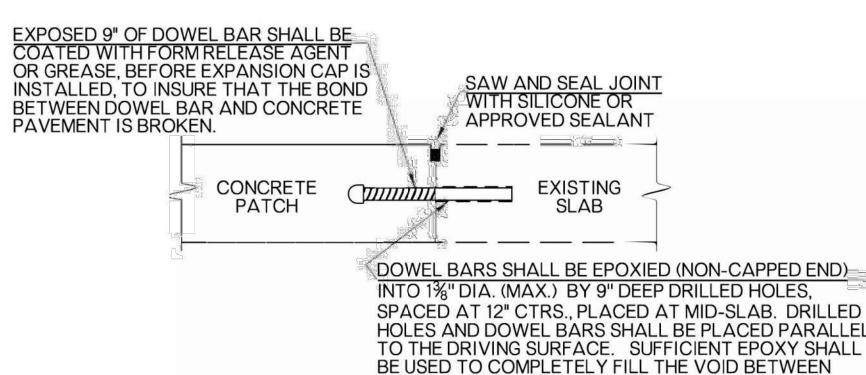
DETAIL OF TIE BAR JOINT

LONGITUDINAL JOINT - TIE BARS - NO. 5 DEFORMED REINFORCING STEEL BARS, 2'-6" LONG, SHALL BE EPOXIED INTO 3/4" DIA. (MAX.) DRILLED HOLES AT 3'-0" CTRS. TIED LONGITUDINALLY. JOINT SHALL BE SAWED AND SEALED. TRANSVERSE JOINT - TIE BARS - NO. 10 DEFORMED REINFORCING STEEL BARS, 1'-6" LONG, SHALL BE EPOXIED INTO 1 3/8" DIA. (MAX.) DRILLED HOLES AT 18" CTRS. FULL WIDTH, TRANSVERSE, TIED JOINTS SHALL NOT BE SAWED OR SEALED.



1" DIA. DOWELS FOR 6" TO 8" PAVEMENTS 1¼" DIA. DOWELS FOR 8½" TO 10" PAVEMENTS 1½" DIA. DOWELS FOR 10½" PAVEMENTS OR THICKER.

DETAIL OF DOWEL BAR WITH CAP



DETAIL OF DOWEL BAR AT CONSTRUCTION JOINT

DEPTH. LIFT OUT DAMAGED PAVEMENT WHENEVER PRACTICAL (3) THE FLOW OF TRAFFIC MAY BE RESTRICTED TO ONE LANE DUE TO PATCHING OPERATION FOR A MAXIMUM DISTANCE OF ONE

GENERAL SEQUENCE OF PAVEMENT REPAIR

STEP 1 CONCRETE PATCHING

(1) AREAS TO BE PATCHED WILL BE DESIGNATED BY THE ENGINEER

(2) FOR REMOVAL OF FULL DEPTH PATCHES, SAWING IS TO BE FULL

STEP 2 DOWEL BAR RETROFIT INSTALLATION

- (1) INSTALL DOWEL BARS AS SHOWN. BAR PLACEMENT SHALL CONSIST OF 3 BARS PER WHEEL PATH, PLACED 12" TO 15" APART, AND 18" FROM EDGE OF DRIVING LANE.
- (2) DOWEL BARS SHALL NOT BE PLACED ON TOP OF A LONGITUDINAL CRACK.
- (3) PAYMENT FOR 'DOWEL BAR RETROFIT' SHALL ONLY BE MADE FOR DOWELS PLACED BY THE PROCESS OF CUTTING A SLOT.
- (4) IF SLOTS ARE SAWED BUT NOT RETROFITTED WITH A BAR, THE SAW CUTS SHALL BE CLEANED AND SEALED WITH AN EPOXY RESIN.

STEP 3 DIAMOND GRINDING CONCRETE PAVEMENT

(1) AFTER SLAB STABILIZATION AND/OR DOWEL BAR RETROFIT INSTALLATION, & APPROPRIATE CURE TIME HAS BEEN DETERMINED, GRINDING OPERATIONS MAY BEGIN.

STEP 4 CONCRETE JOINT SEALING

- (1) CUT SHALL BEGIN AT THE LOW EDGE OF THE DRIVING LANES AND MOVE TOWARD THE INITIAL JOINT.
- (2) INSTALLATION OF BOND BREAKER AND SILICONE JOINT SEALANT SHALL BE FROM THE END OF THE INITIAL JOINT TO THE LOW EDGE OF THE DRIVING LANES.

GENERAL NOTES

- 1. ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
- COST OF SAWING AND REMOVAL OF PAVEMENT FOR FULL DEPTH PATCHING, COST OF DOWEL BARS, TIE BARS AND ANY/ALL INCIDENTALS REQUIRED FOR INSTALLATION SHALL BE INCLUDED IN THE PRICE BID FOR FULL DEPTH PCC PATCH (PLACEMENT), UNLESS OTHERWISE SHOWN ON THE PLANS.
- 3. HIGH EARLY STRENGTH (HES) CONCRETE, WHEN USED FOR FULL DEPTH PATCHING, WILL BE PAID FOR AS PC CONCRETE FOR PAVEMENT
- 4. BID ITEM FOR CONCRETE JOINT SEALING (JOINT REHABILITATION) WILL INCLUDE SAWING, CLEANING OF JOINT, BACKER ROD, SILICONE SEALANT AND ANY/ALL INCIDENTALS REQUIRED TO COMPLETE THE WORK.
- 5. FOR SKEWED TRANSVERSE JOINTS, DOWEL BARS SHALL ALWAYS BE PLACED PARALLEL TO THE ROADWAY.

	BASIS OF PAYMENT				
ITEM NO.	ITEM	UNIT			
202(A)	UNCLASSIFIED EXCAVATION	CY			
414(E)	FULL DEPTH P. C. C. PATCH (PLACEMENT)	SY			
414 (G)	414 (G) P. C. CONCRETE FOR PAVEMENT				
415	CONCRETE JOINT SEALING	LF			
416	DOWEL BAR RETROFIT	EA			
425	DIAMOND GRINDING CONCRETE PAVEMENT	SY			

APPROVED BY ROADWAY ENGINEER:

OKLAHOMA

Transportation

DATE: 6/30/22

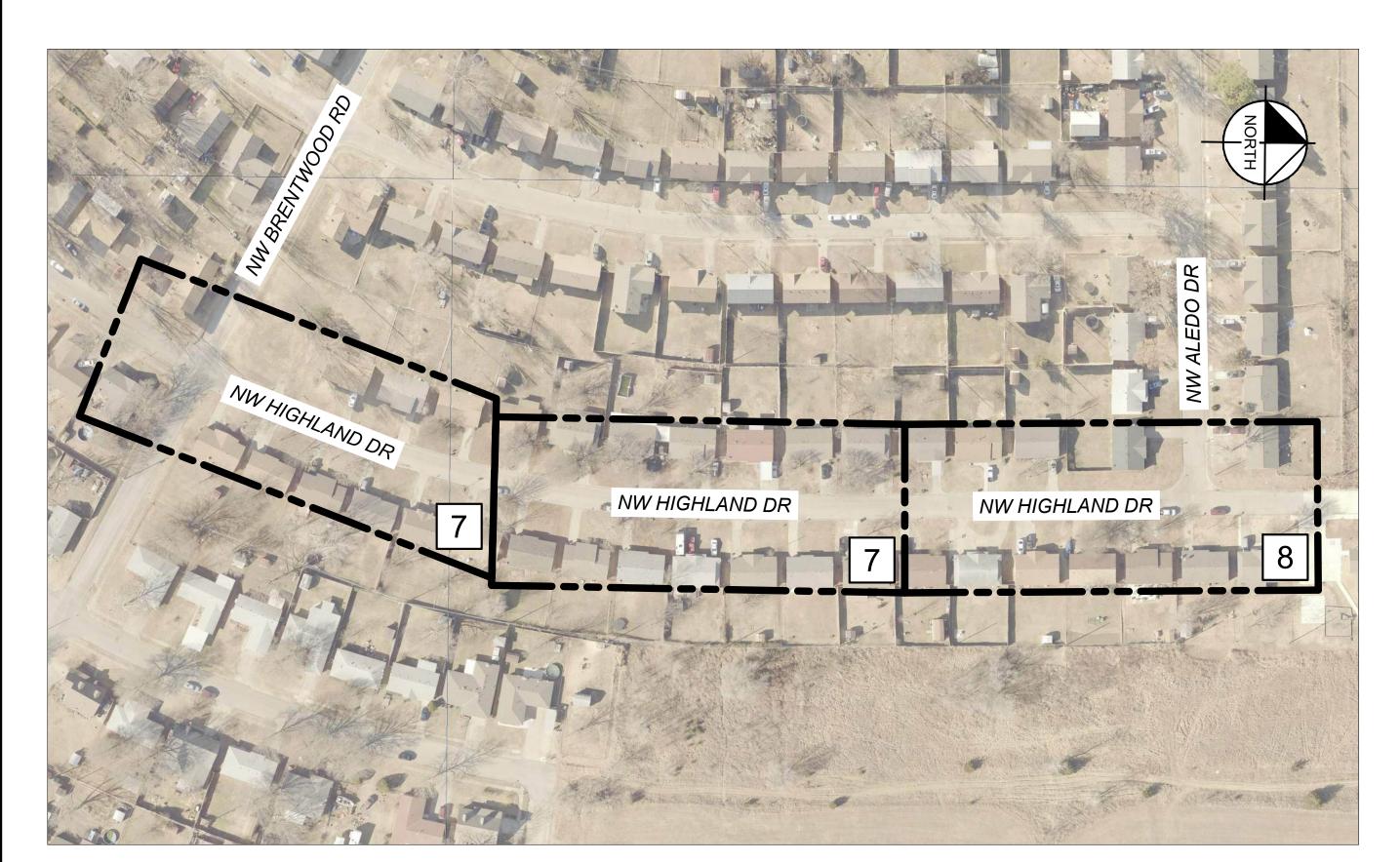
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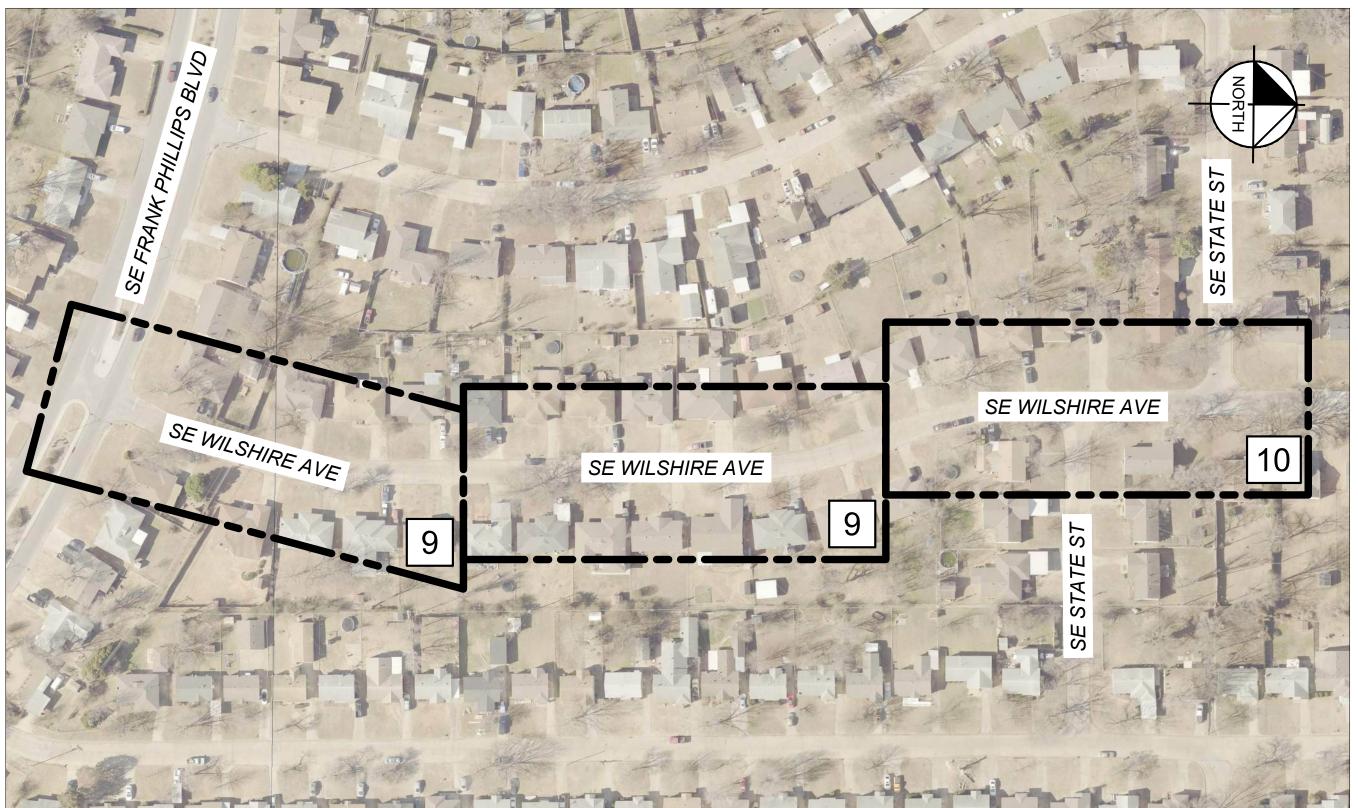
ROADWAY DESIGN DIVISION STANDARD

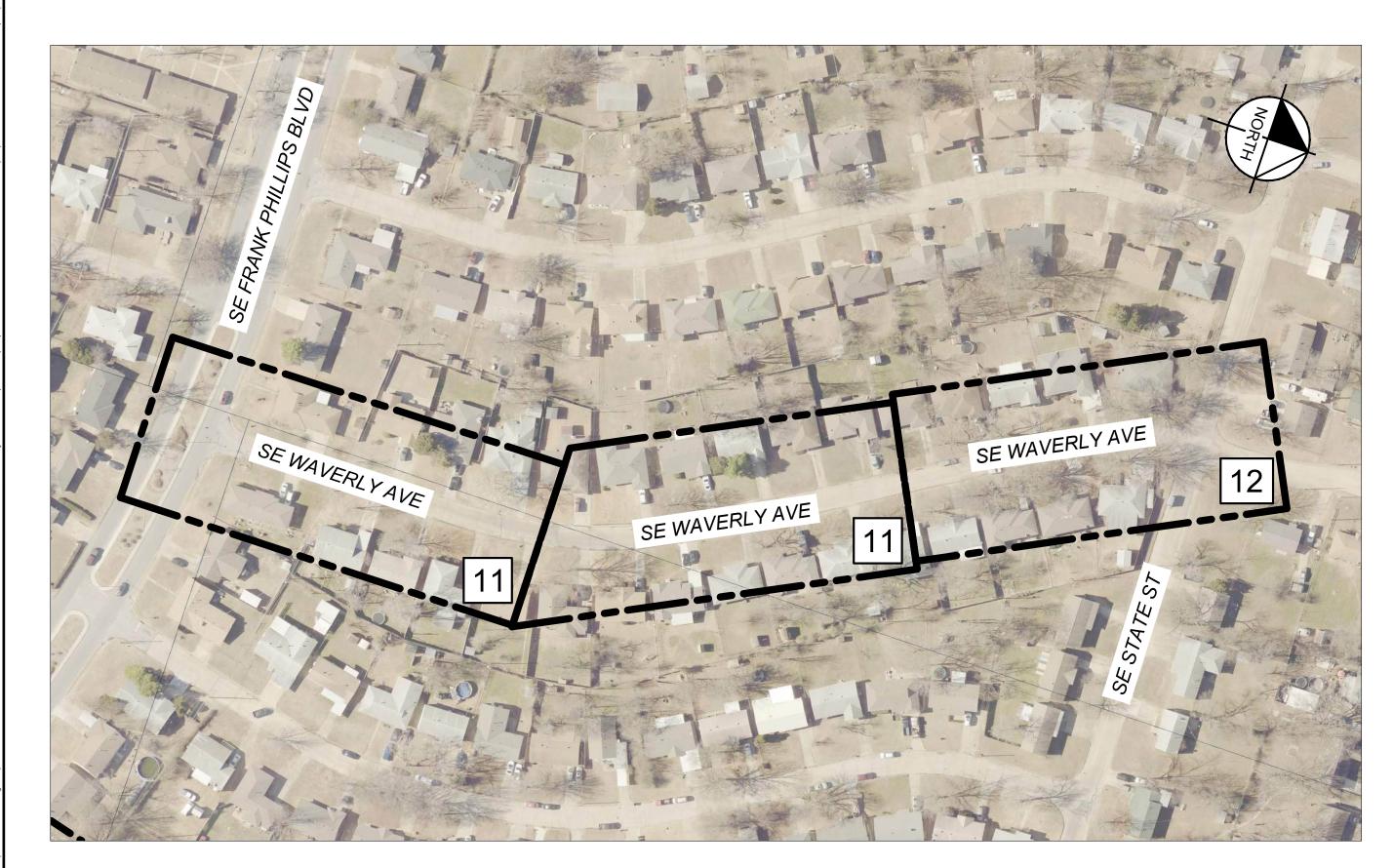
2019 SPECIFICATIONS

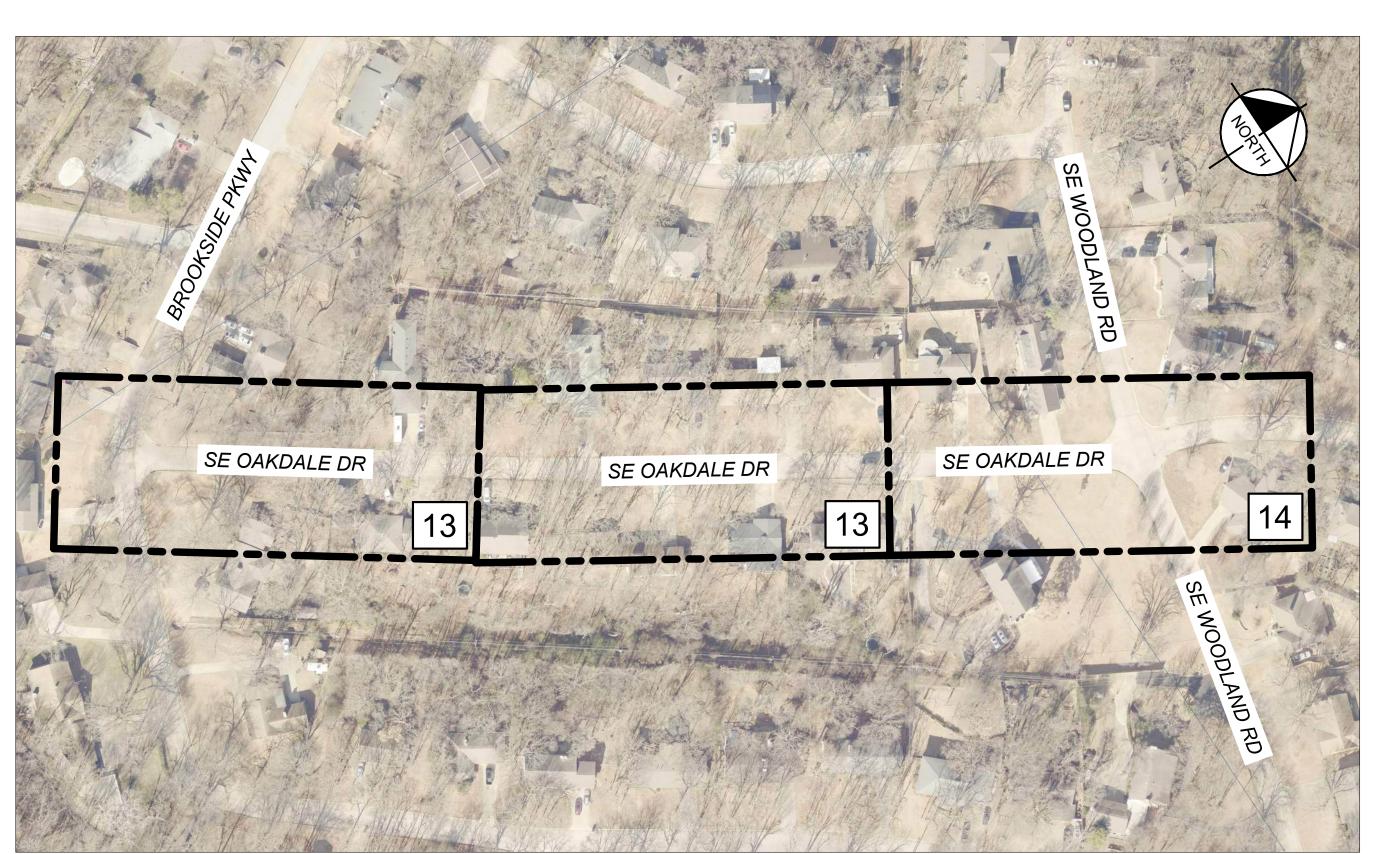
PCPR-4

R-22









Kimley» Horn 1437 SOUTH BOULDER AV STE. 930, TULSA, OK 7417 P: 918-209-3191 FIRM NO. 2740	
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					CHECKED BY:	CDS

CITY OF BARTLESVILLE CONCRETE PANEL REPLACEMENTS

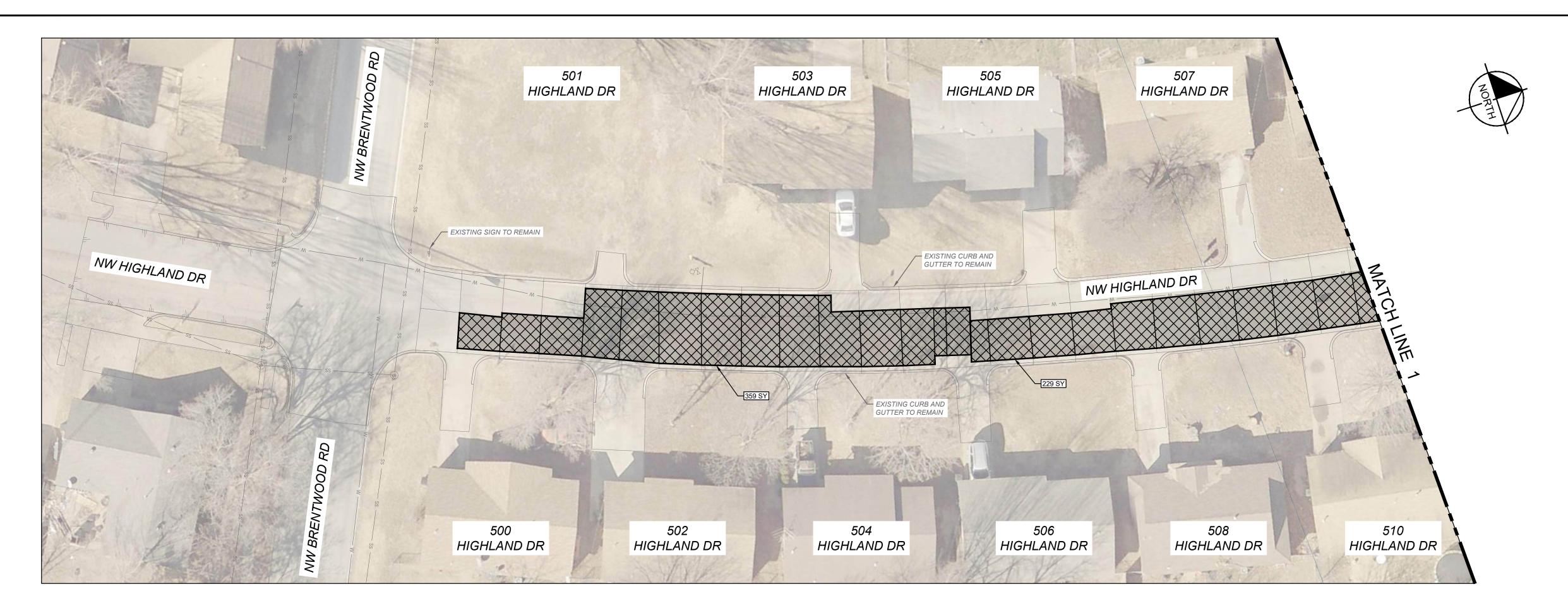
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CODY S SHADBOLT Z
33972 5/15/2025
Coly Macood

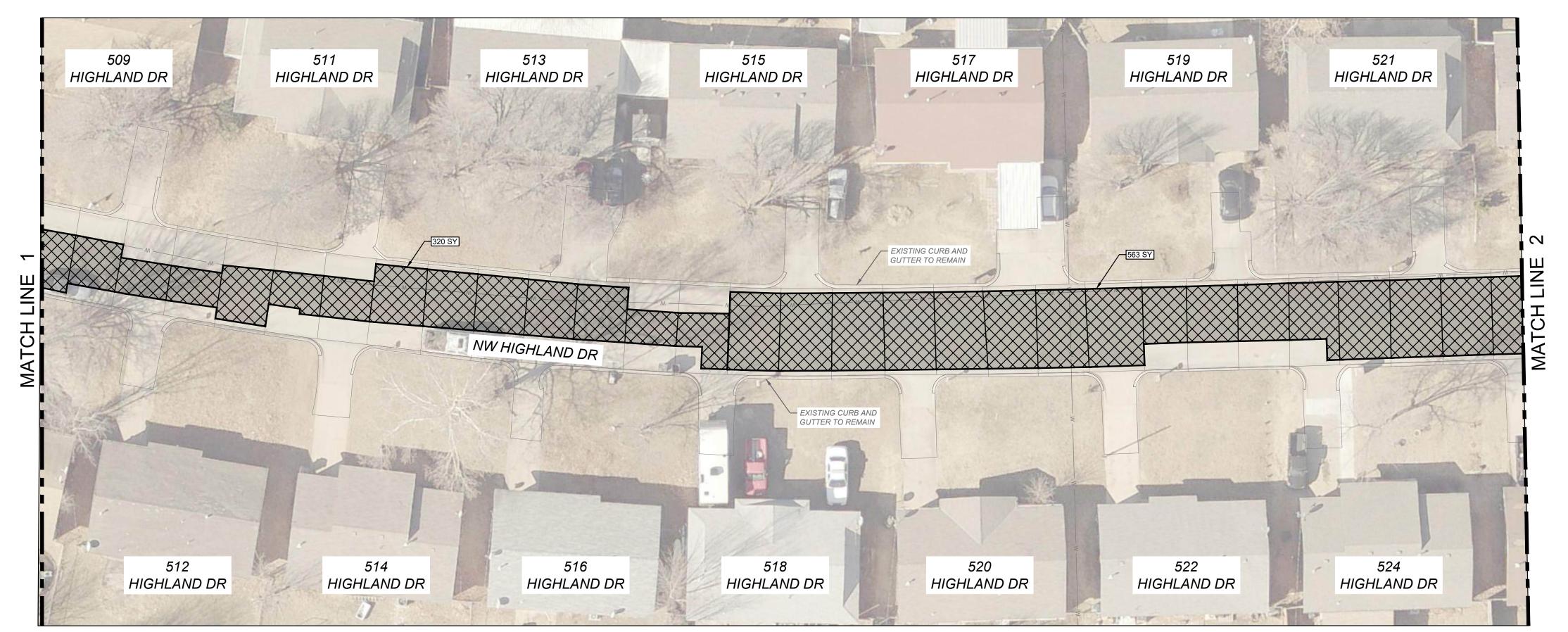
	PROJECT NUMBER	DATE	SHEET
2025	064598212	5/15/2025	6

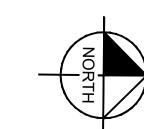
LEGEND

5 SHEET NUMBER

KEYMAP

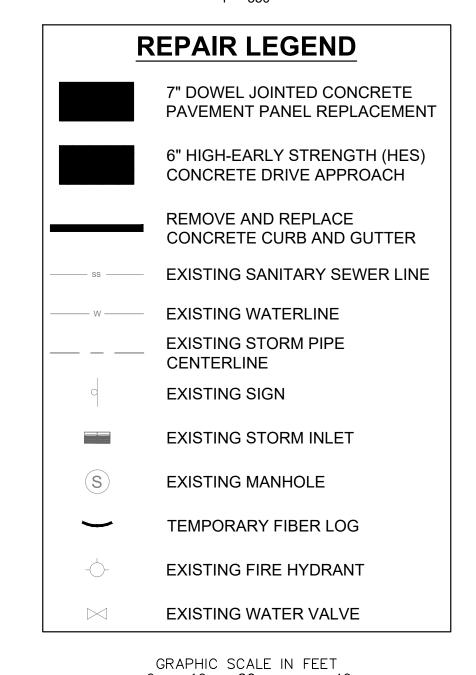








KEYMAP SCALE 1" = 350'



SUMMARY OF QUANTITIES ON SHEET 7:

CONCRETE PAVEMENT PANEL REPLACEMENT: 1471 SY

NOTES:

- 1. ONE LANE MUST REMAIN OPEN AT ALL TIMES.
- 2. CONSTRUCTION MUST BE SIGNED IN ACCORDANCE WITH THE LATEST MUTCD.
- 3. ALL GRASS AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE SOLID SLAB SODDING OF THE SAME GRASS TYPE.
- 4. CONCRETE PAVING SHALL UTILIZE LOAD TRANSFER UNITS FOR ALL CONTRACTION AND EXPANSION JOINTS.
- 5. LOAD TRANSFER UNITS SHALL BE SUBSIDIARY TO OTHER PAY ITEMS OF WORK.
- 6. PROPOSED JOINT LOCATIONS ARE NOT SHOWN ON THE PLANS.
 CONTRACTOR SHALL FOLLOW PAVING DETAIL B ON SHEET 3
 FOR JOINT SPACING.
- 7. PROPOSED SAWCUTS ALONG EXISTING GUTTER LINES ARE ASSUMED TO BE 1.5' FROM FACE OF CURB. SEE DETAIL A ON SHEET 3.
- 8. MINIMUM PATCH SIZE TO BE 4'X4'.

0.		32 4 X4 !	
ROFESS 10N4	PROJECT NUMBER	DATE	SHEET
CODY SHADBOLT 33972 5/15/2025	064598212	5/15/2025	7

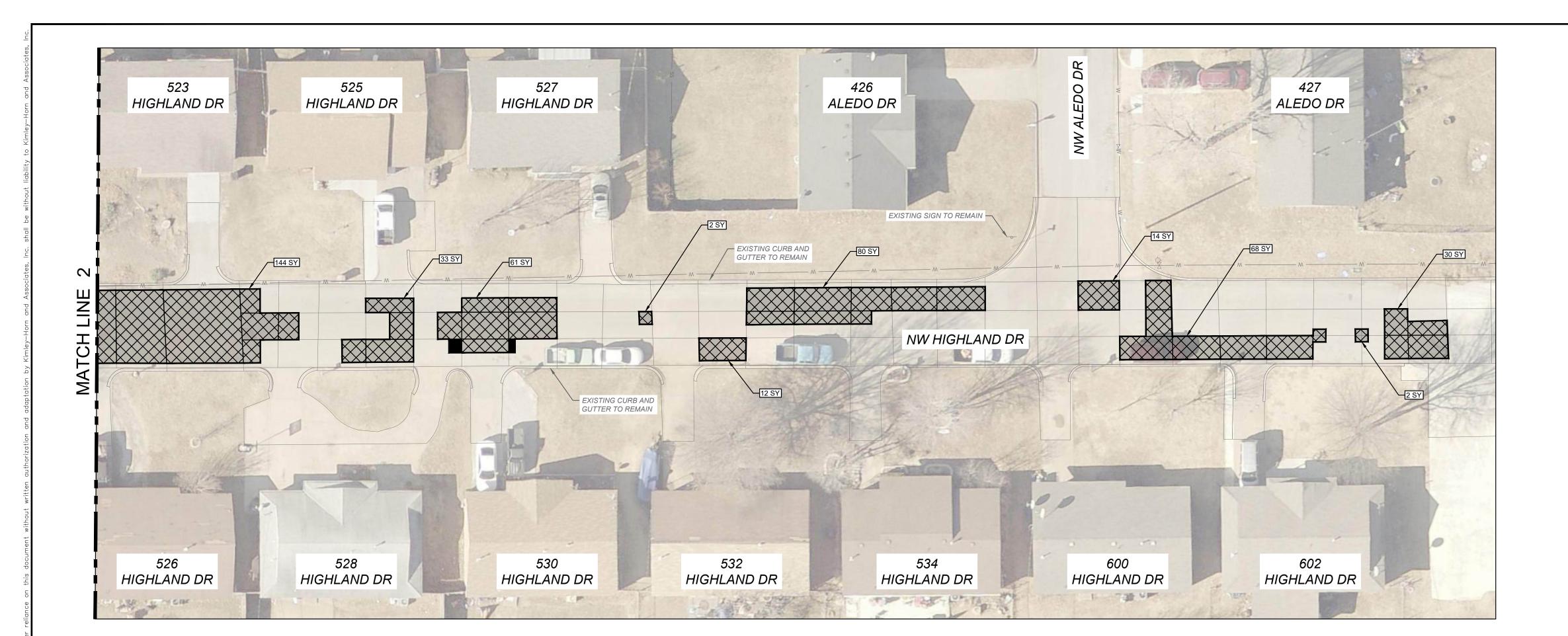


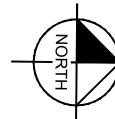
DATE DESCRIPTION
BY

DESIGNED BY: CGP
DRAWN BY: CGP
CHECKED BY: CDS

CITY OF BARTLESVILLE
CONCRETE PANEL
REPLACEMENTS

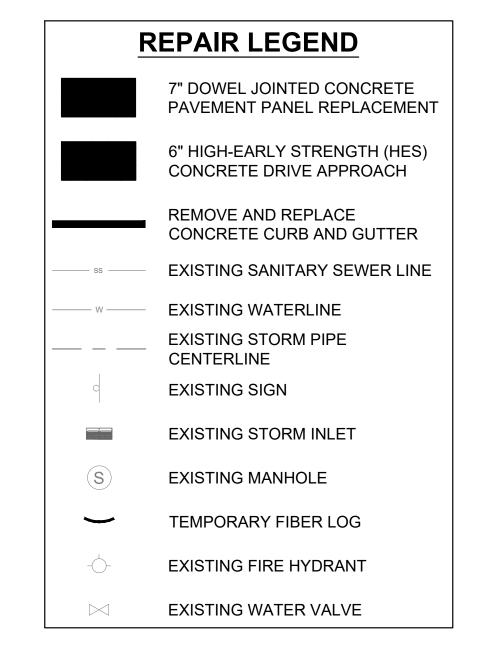
HIGHLAND DRIVE SHEET 1 OF 2







KEYMAP SCALE 1" = 350'



SUMMARY OF QUANTITIES ON SHEET 8:

CONCRETE PAVEMENT PANEL REPLACEMENT: 446 SY

GRAPHIC SCALE IN FEET

NOTES:

- 1. ONE LANE MUST REMAIN OPEN AT ALL TIMES.
- 2. CONSTRUCTION MUST BE SIGNED IN ACCORDANCE WITH THE LATEST MUTCD.

4. CONCRETE PAVING SHALL UTILIZE LOAD TRANSFER UNITS FOR

- 3. ALL GRASS AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE SOLID SLAB SODDING OF THE SAME GRASS TYPE.
- ALL CONTRACTION AND EXPANSION JOINTS.

 5. LOAD TRANSFER UNITS SHALL BE SUBSIDIARY TO OTHER PAY
- ITEMS OF WORK.
- 6. PROPOSED JOINT LOCATIONS ARE NOT SHOWN ON THE PLANS.

 CONTRACTOR SHALL FOLLOW PAVING DETAIL B ON SHEET 3

 FOR JOINT SPACING.
- 7. PROPOSED SAWCUTS ALONG EXISTING GUTTER LINES ARE ASSUMED TO BE 1.5' FROM FACE OF CURB. SEE DETAIL A ON SHEET 3.
- 8. MINIMUM PATCH SIZE TO BE 4'X4'.

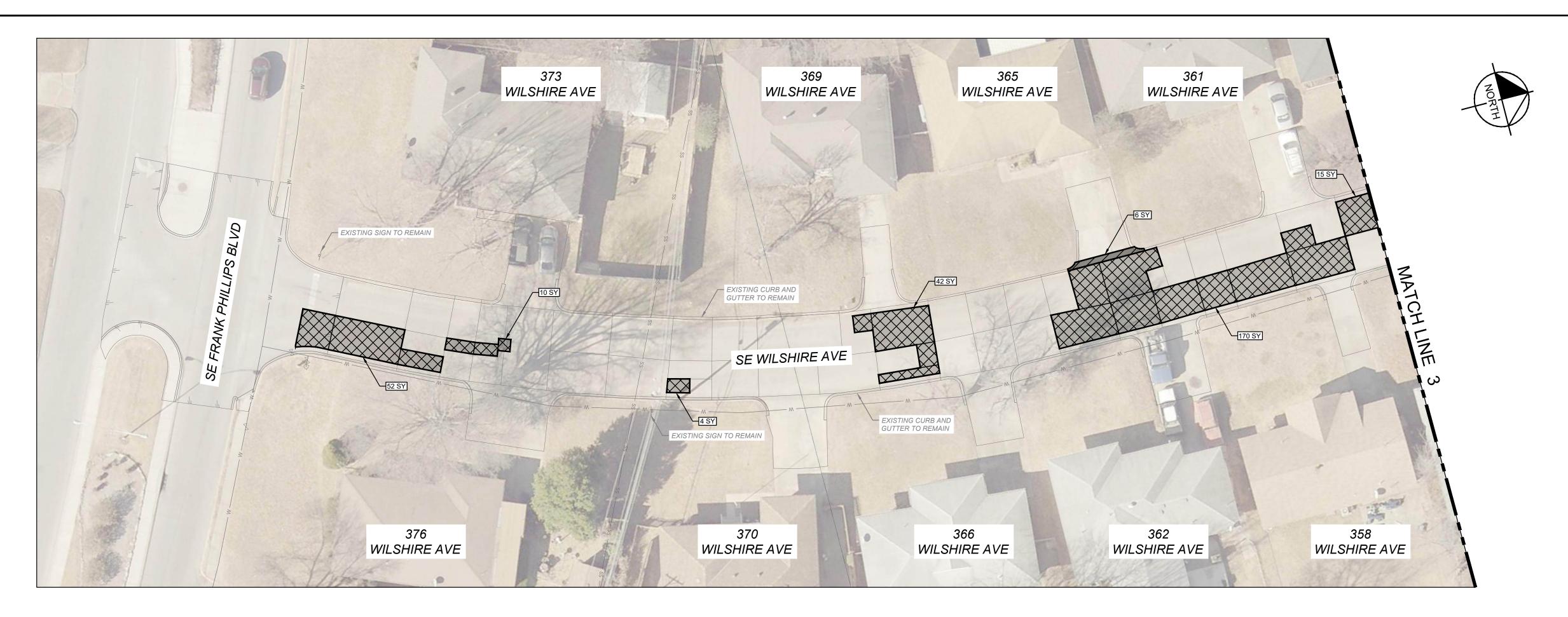
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5/15/2025	064598212	5/15/2025	8		

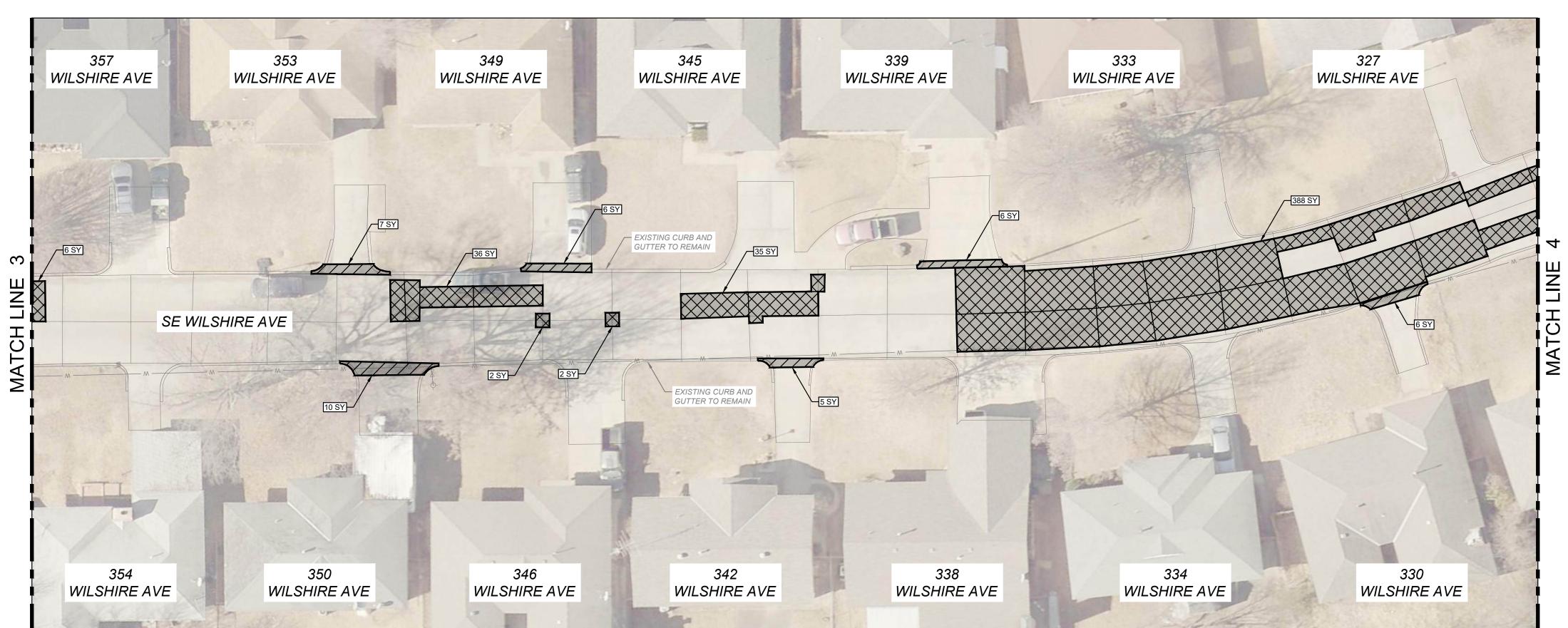


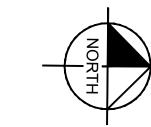
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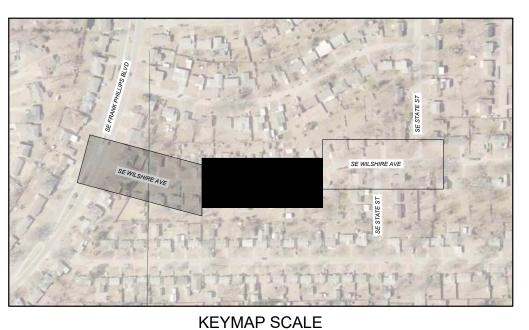
CITY OF BARTLESVILLE
CONCRETE PANEL
REPLACEMENTS

HIGHLAND DRIVE SHEET 2 OF 2

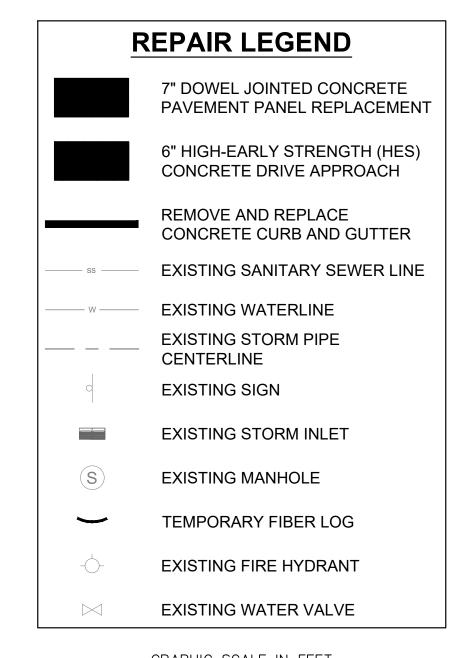








KEYMAP SCALE 1" = 350'



SUMMARY OF QUANTITIES ON SHEET 9:

CONCRETE PAVEMENT PANEL REPLACEMENT: 762 SY CONCRETE DRIVE APPROACH: 46 SY

NOTES:

- 1. ONE LANE MUST REMAIN OPEN AT ALL TIMES.
- 2. CONSTRUCTION MUST BE SIGNED IN ACCORDANCE WITH THE LATEST MUTCD.
- 3. ALL GRASS AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE SOLID SLAB SODDING OF THE SAME GRASS TYPE.
- 4. CONCRETE PAVING SHALL UTILIZE LOAD TRANSFER UNITS FOR ALL CONTRACTION AND EXPANSION JOINTS.
- 5. LOAD TRANSFER UNITS SHALL BE SUBSIDIARY TO OTHER PAY ITEMS OF WORK.
- 6. PROPOSED JOINT LOCATIONS ARE NOT SHOWN ON THE PLANS. **CONTRACTOR SHALL FOLLOW PAVING DETAIL B ON SHEET 3** FOR JOINT SPACING.
- 7. PROPOSED SAWCUTS ALONG EXISTING GUTTER LINES ARE ASSUMED TO BE 1.5' FROM FACE OF CURB. SEE DETAIL A ON SHEET 3.
- 8. MINIMUM PATCH SIZE TO BE 4'X4'.

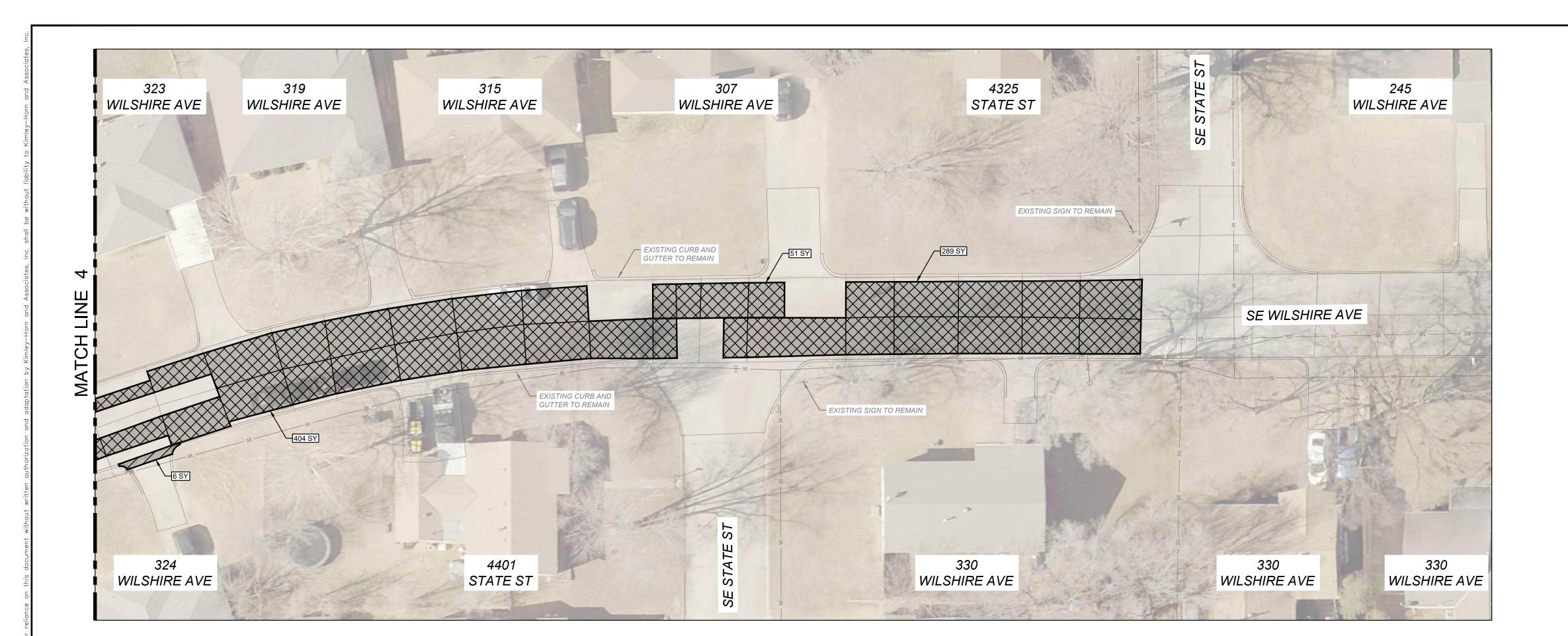
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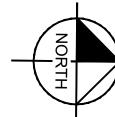


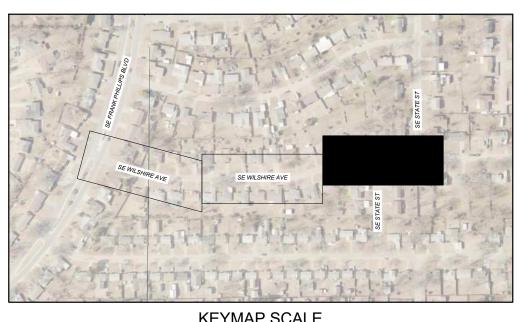
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CITY OF BARTLESVILLE CONCRETE PANEL REPLACEMENTS

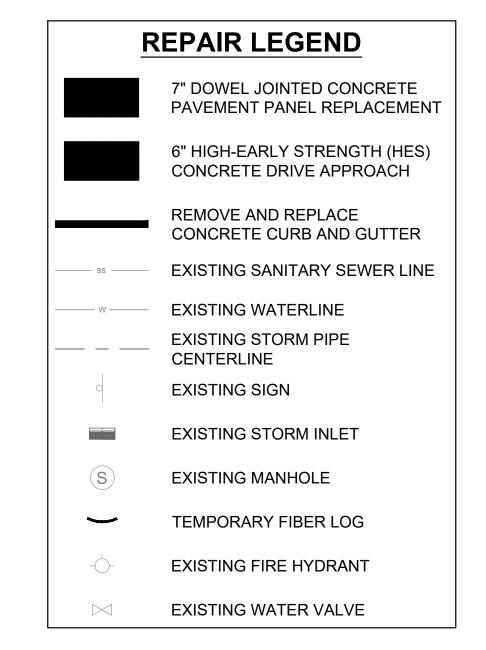
WILSHIRE AVENUE SHEET 1 OF 2







KEYMAP SCALE 1" = 350'



SUMMARY OF QUANTITIES ON SHEET 10:

CONCRETE PAVEMENT PANEL REPLACEMENT: 744 SY
CONCRETE DRIVE APPROACH: 6 SY

GRAPHIC SCALE IN FEET

NOTES:

- 1. ONE LANE MUST REMAIN OPEN AT ALL TIMES.
- 2. CONSTRUCTION MUST BE SIGNED IN ACCORDANCE WITH THE LATEST MUTCD.
- 3. ALL GRASS AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE SOLID SLAB SODDING OF THE SAME GRASS TYPE.
- ALL CONTRACTION AND EXPANSION JOINTS.

 5. LOAD TRANSFER UNITS SHALL BE SUBSIDIARY TO OTHER PAY

4. CONCRETE PAVING SHALL UTILIZE LOAD TRANSFER UNITS FOR

- ITEMS OF WORK.

 6. PROPOSED JOINT LOCATIONS ARE NOT SHOWN ON THE PLANS.

 CONTRACTOR SHALL FOLLOW PAVING DETAIL B ON SHEET 3
- 7. PROPOSED SAWCUTS ALONG EXISTING GUTTER LINES ARE ASSUMED TO BE 1.5' FROM FACE OF CURB. SEE DETAIL A ON SHEET 3.
- 8. MINIMUM PATCH SIZE TO BE 4'X4'.

FOR JOINT SPACING.

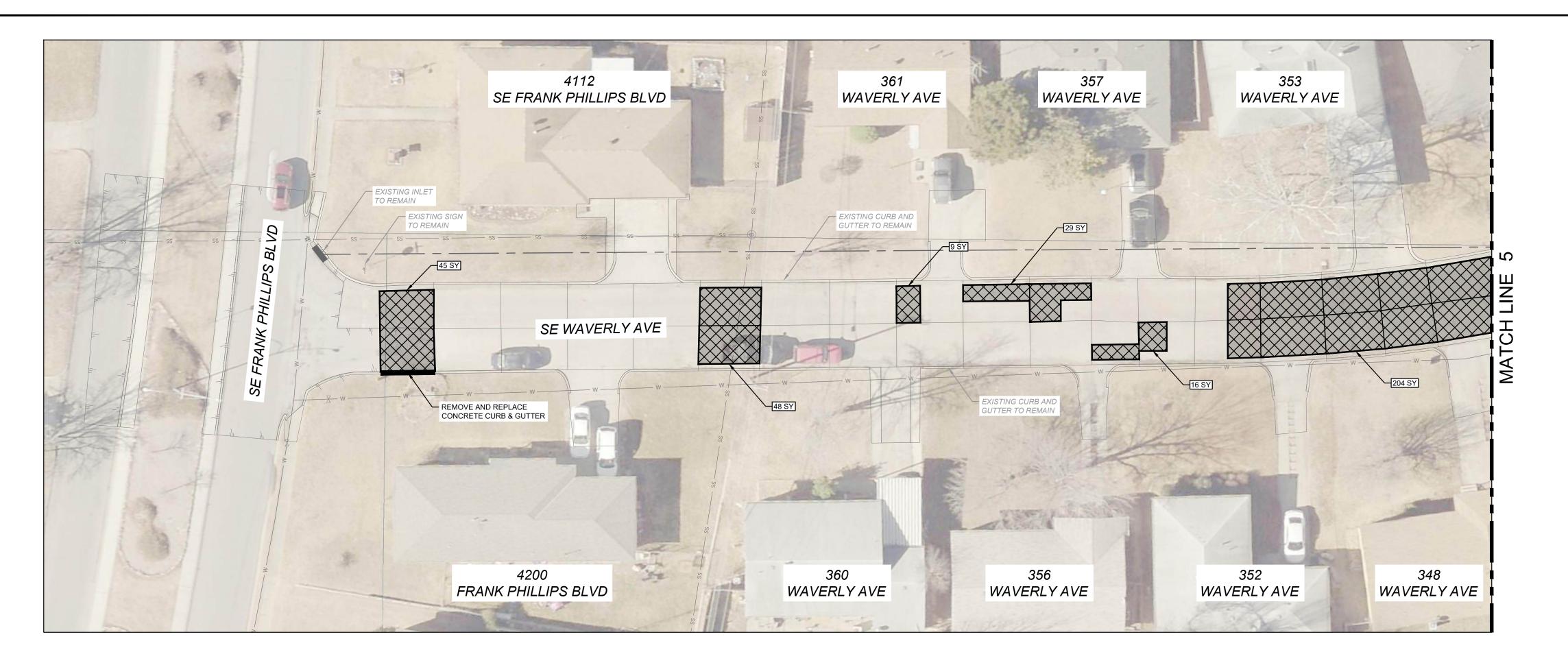
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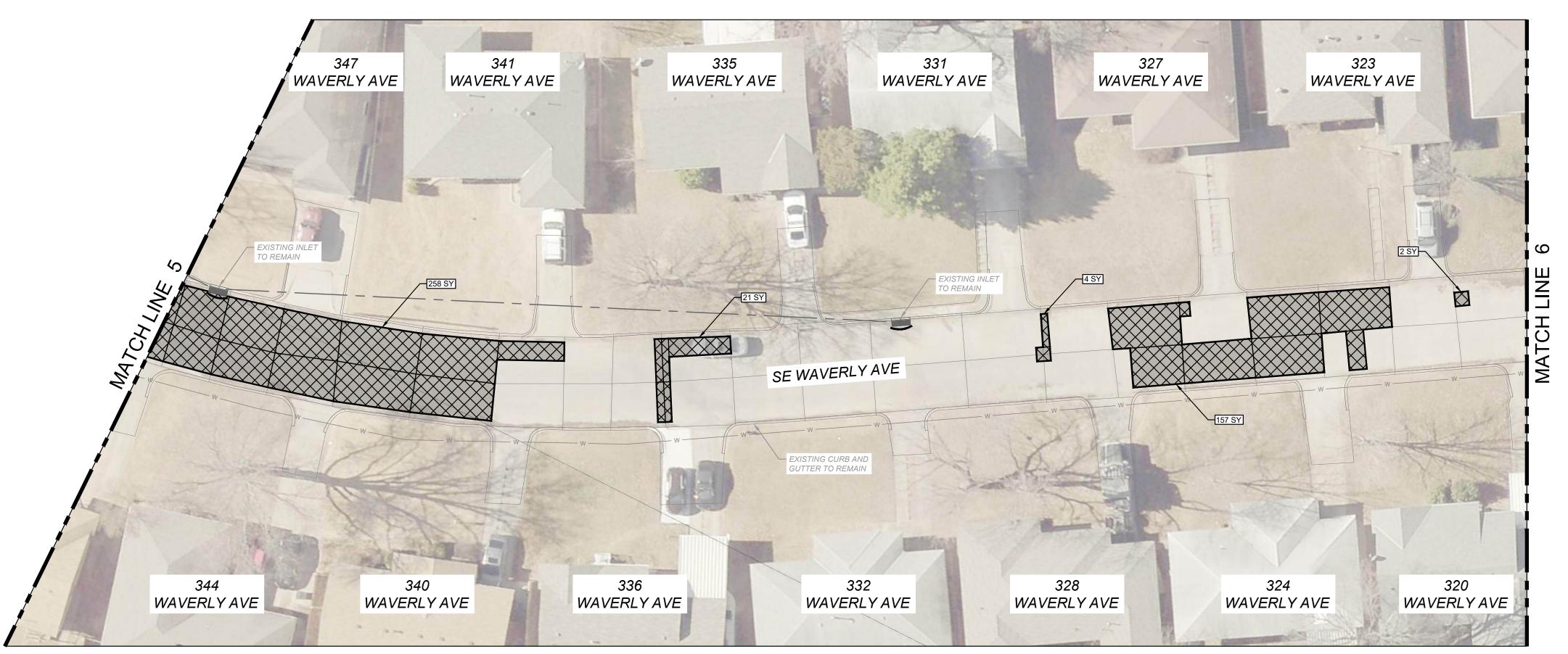
Kimle	Horn	1437 SOUTH BOULDER AVE, STE. 930, TULSA, OK 74119	
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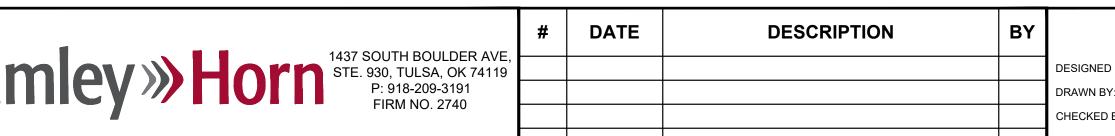
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CITY OF BARTLESVILLE
CONCRETE PANEL
REPLACEMENTS

WILSHIRE AVENUE SHEET 2 OF 2





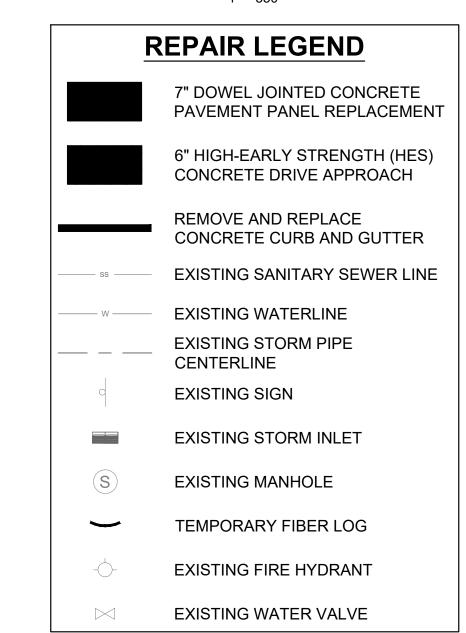


CITY OF BARTLESVILLE CONCRETE PANEL REPLACEMENTS

SHEET 1 OF 2



KEYMAP SCALE 1" = 350'





SUMMARY OF QUANTITIES ON SHEET 11:

CONCRETE PAVEMENT PANEL REPLACEMENT: 793 SY TEMPORARY FIBER LOG: 13 LF

NOTES:

- 1. ONE LANE MUST REMAIN OPEN AT ALL TIMES.
- 2. CONSTRUCTION MUST BE SIGNED IN ACCORDANCE WITH THE LATEST MUTCD.
- 3. ALL GRASS AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE SOLID SLAB SODDING OF THE SAME GRASS TYPE.

ALL CONTRACTION AND EXPANSION JOINTS.

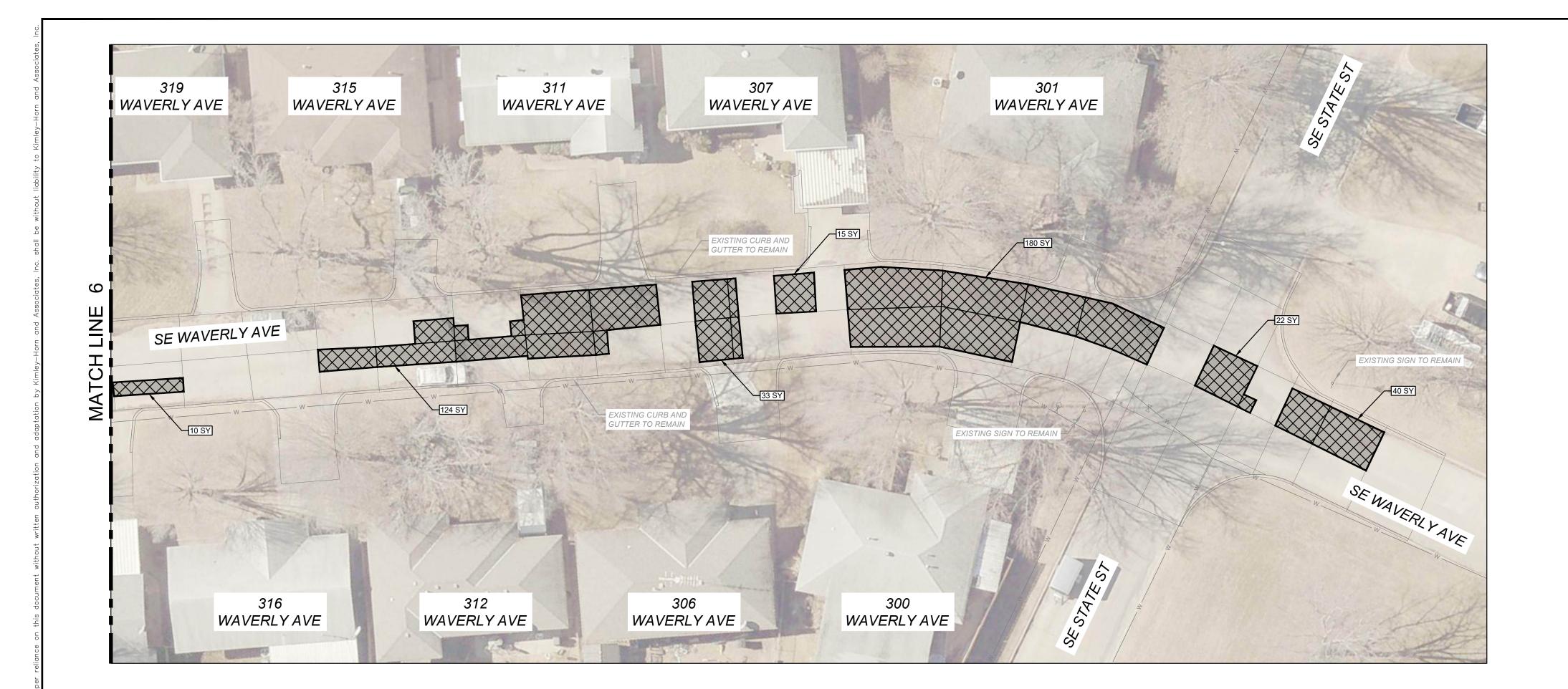
- 4. CONCRETE PAVING SHALL UTILIZE LOAD TRANSFER UNITS FOR
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- 6. PROPOSED JOINT LOCATIONS ARE NOT SHOWN ON THE PLANS. **CONTRACTOR SHALL FOLLOW PAVING DETAIL B ON SHEET 3** FOR JOINT SPACING.
- 7. PROPOSED SAWCUTS ALONG EXISTING GUTTER LINES ARE ASSUMED TO BE 1.5' FROM FACE OF CURB. SEE DETAIL A ON SHEET 3.
- MINIMUM PATCH SIZE TO BE 4'X4'.

	PROJECT NUMBER	DATE	SHEET
2025	064598212	5/15/2025	11



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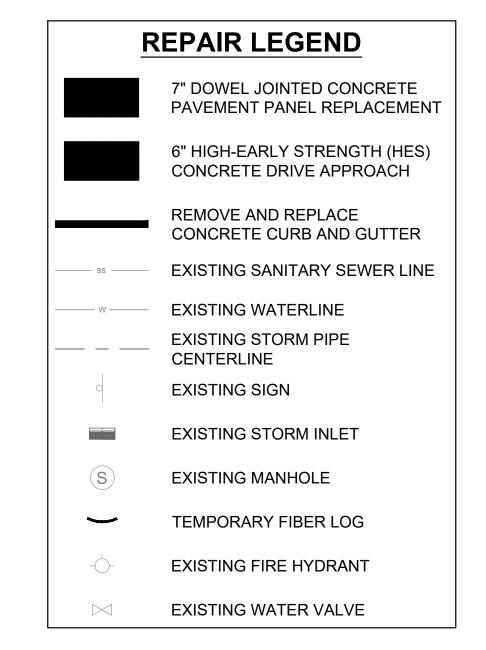
WAVERLY AVE







KEYMAP SCALE 1" = 350'



SUMMARY OF QUANTITIES ON SHEET 12:

CONCRETE PAVEMENT PANEL REPLACEMENT: 424 SY

NOTES:

- 1. ONE LANE MUST REMAIN OPEN AT ALL TIMES.
- 2. CONSTRUCTION MUST BE SIGNED IN ACCORDANCE WITH THE LATEST MUTCD.
- 3. ALL GRASS AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE SOLID SLAB SODDING OF THE SAME GRASS TYPE.
- ALL CONTRACTION AND EXPANSION JOINTS.

 5. LOAD TRANSFER UNITS SHALL BE SUBSIDIARY TO OTHER PAY

4. CONCRETE PAVING SHALL UTILIZE LOAD TRANSFER UNITS FOR

- ITEMS OF WORK.

 6. PROPOSED JOINT LOCATIONS ARE NOT SHOWN ON THE PLANS.
- CONTRACTOR SHALL FOLLOW PAVING DETAIL B ON SHEET 3
 FOR JOINT SPACING.

 7. PROPOSED SAWCUTS ALONG EXISTING GUTTER LINES ARE
- ASSUMED TO BE 1.5' FROM FACE OF CURB. SEE DETAIL A ON SHEET 3.
- 8. MINIMUM PATCH SIZE TO BE 4'X4'.

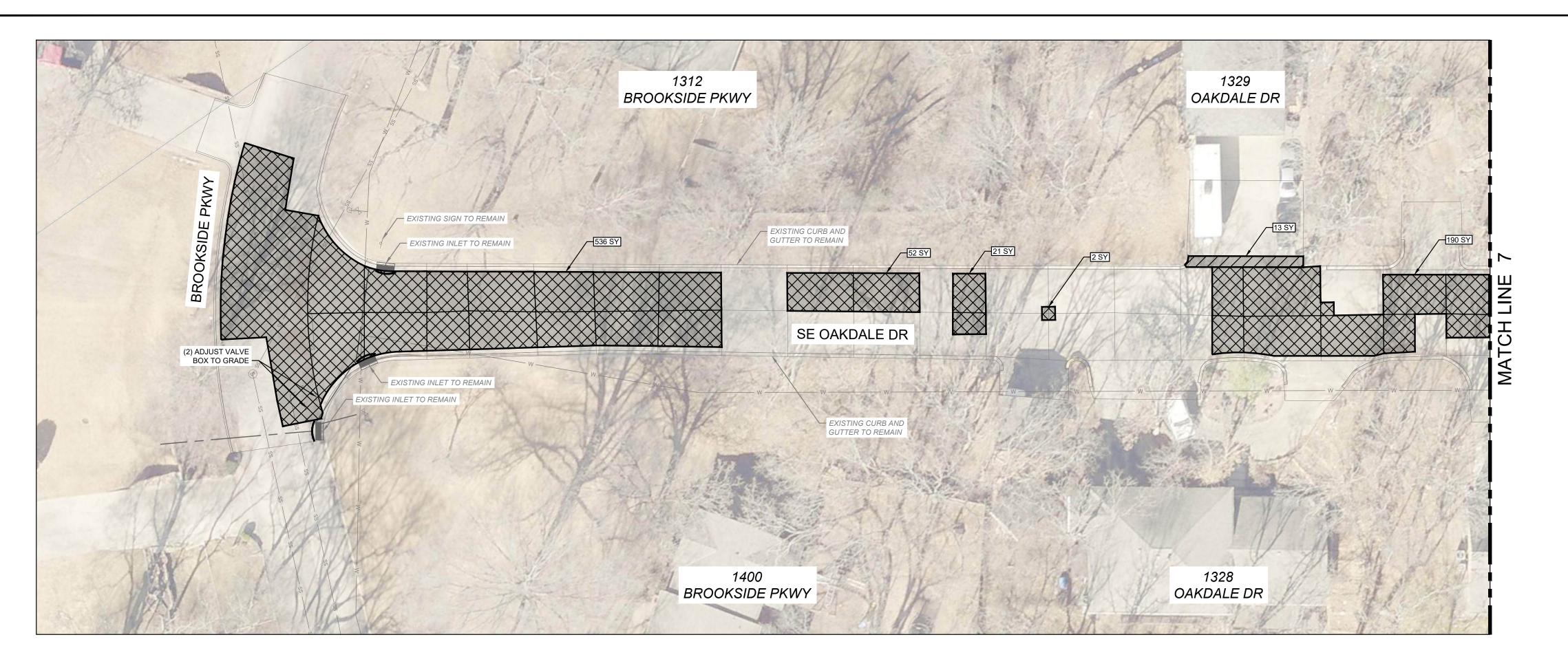
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CODY SHADBOLT SHADBOLT STATES	064598212	5/15/2025	12

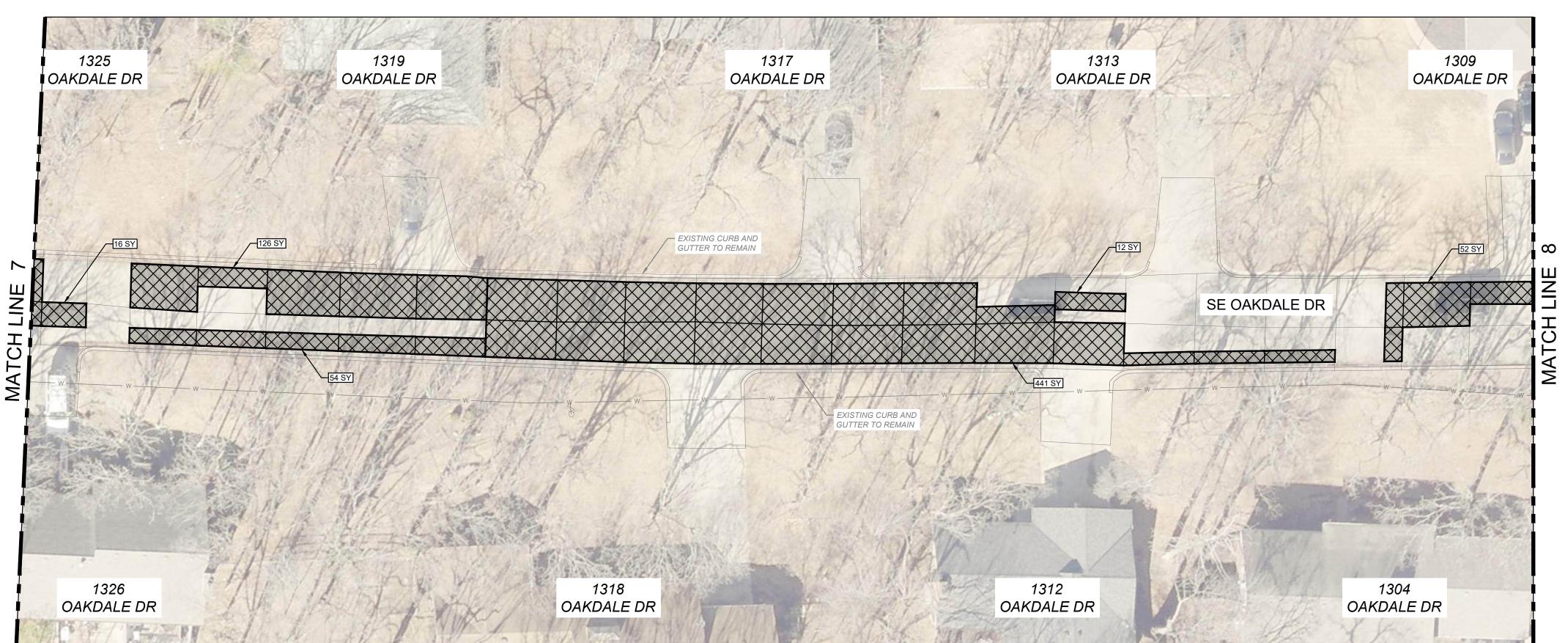


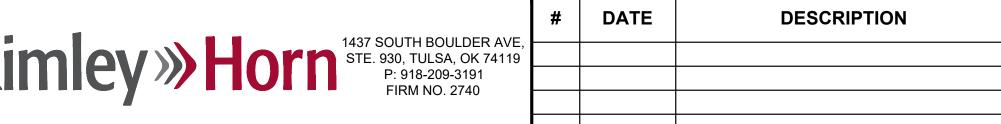
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CITY OF BARTLESVILLE
CONCRETE PANEL
REPLACEMENTS

WAVERLY AVE SHEET 2 OF 2





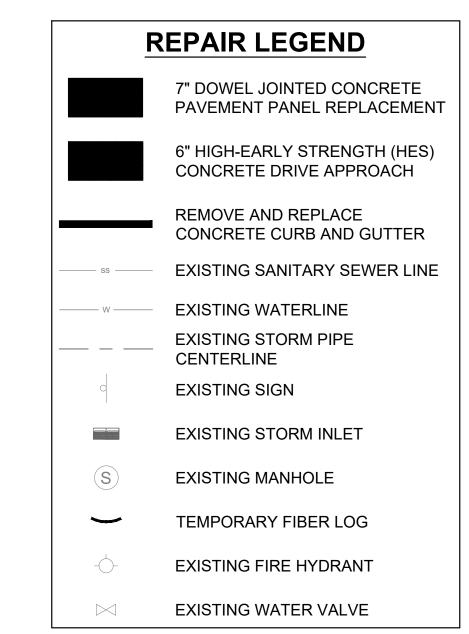


CITY OF BARTLESVILLE CONCRETE PANEL REPLACEMENTS

OAKDALE DRIVE SHEET 1 OF 2



KEYMAP SCALE 1" = 350'





SUMMARY OF QUANTITIES ON SHEET 13:

CONCRETE PAVEMENT PANEL REPLACEMENT: 1502 SY CONCRETE DRIVE APPROACH: 13 SY TEMPORARY FIBER LOG: 20 LF

NOTES:

- 1. ONE LANE MUST REMAIN OPEN AT ALL TIMES.
- 2. CONSTRUCTION MUST BE SIGNED IN ACCORDANCE WITH THE LATEST MUTCD.
- 3. ALL GRASS AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE SOLID SLAB SODDING OF THE SAME GRASS TYPE.
- 4. CONCRETE PAVING SHALL UTILIZE LOAD TRANSFER UNITS FOR

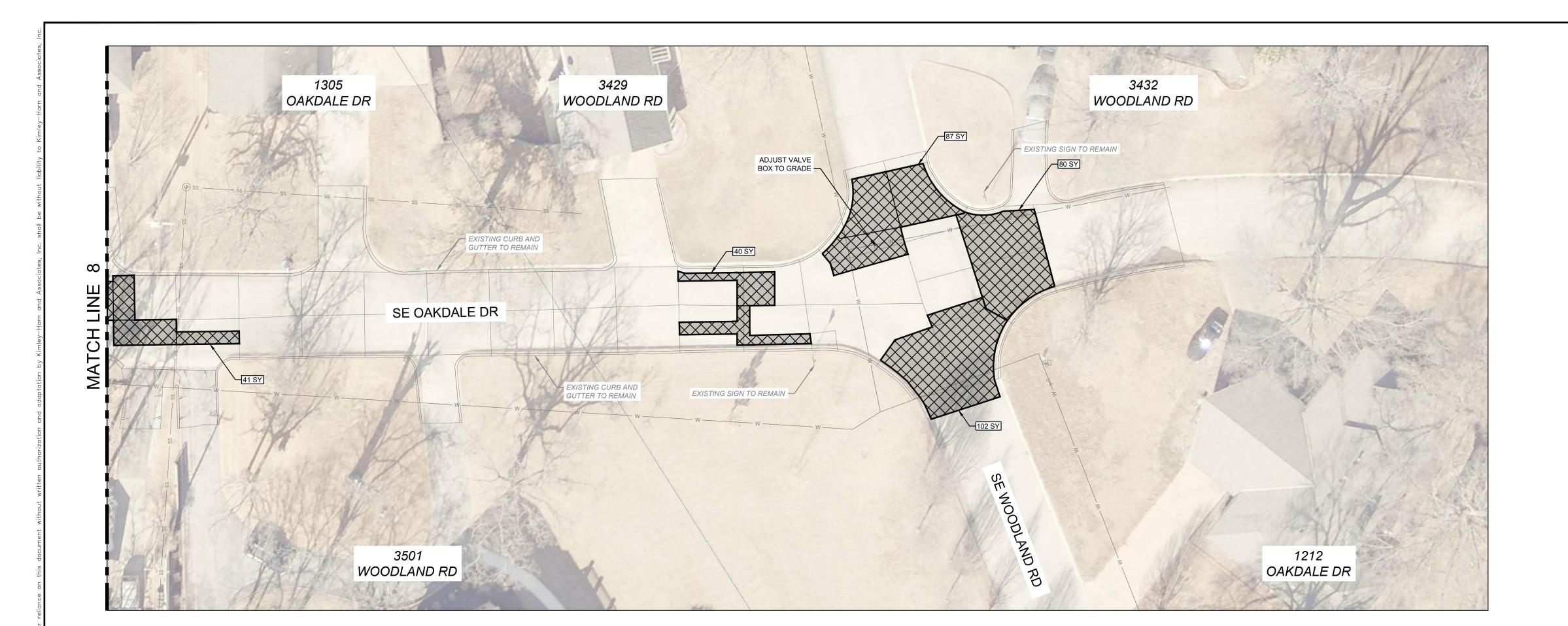
ALL CONTRACTION AND EXPANSION JOINTS.

- 5. LOAD TRANSFER UNITS SHALL BE SUBSIDIARY TO OTHER PAY ITEMS OF WORK.
- 6. PROPOSED JOINT LOCATIONS ARE NOT SHOWN ON THE PLANS. **CONTRACTOR SHALL FOLLOW PAVING DETAIL B ON SHEET 3** FOR JOINT SPACING.
- 7. PROPOSED SAWCUTS ALONG EXISTING GUTTER LINES ARE ASSUMED TO BE 1.5' FROM FACE OF CURB. SEE DETAIL A ON SHEET 3.
- 8. MINIMUM PATCH SIZE TO BE 4'X4'.

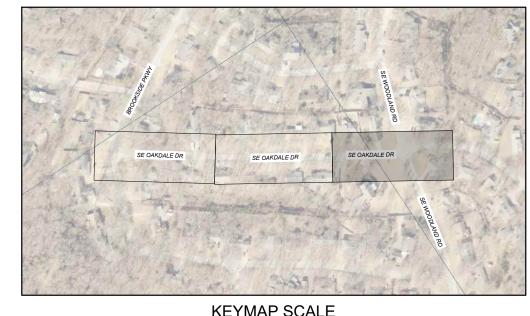
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CODY SHADBOLT	064598212	5/15/2025	13



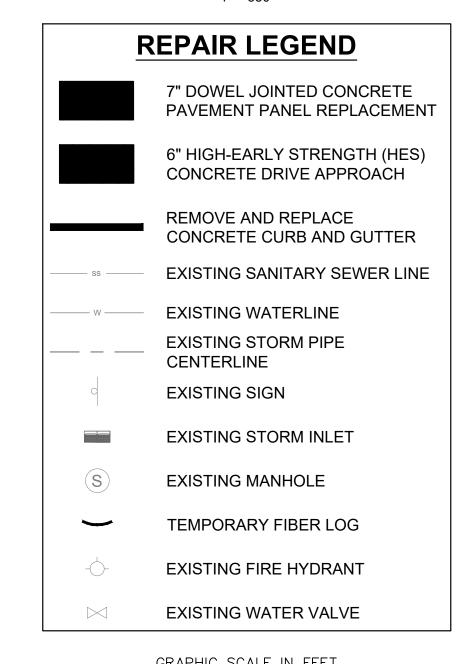
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KEYMAP SCALE 1" = 350'



SUMMARY OF QUANTITIES ON SHEET 14:

CONCRETE PAVEMENT PANEL REPLACEMENT: 350 SY

NOTES:

- 1. ONE LANE MUST REMAIN OPEN AT ALL TIMES.
- 2. CONSTRUCTION MUST BE SIGNED IN ACCORDANCE WITH THE LATEST MUTCD.
- 3. ALL GRASS AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE SOLID SLAB SODDING OF THE SAME GRASS TYPE.
- ALL CONTRACTION AND EXPANSION JOINTS.

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- 5. LOAD TRANSFER UNITS SHALL BE SUBSIDIARY TO OTHER PAY ITEMS OF WORK.
- 6. PROPOSED JOINT LOCATIONS ARE NOT SHOWN ON THE PLANS.
 CONTRACTOR SHALL FOLLOW PAVING DETAIL B ON SHEET 3
 FOR JOINT SPACING.
- 7. PROPOSED SAWCUTS ALONG EXISTING GUTTER LINES ARE ASSUMED TO BE 1.5' FROM FACE OF CURB. SEE DETAIL A ON SHEET 3.
- 8. MINIMUM PATCH SIZE TO BE 4'X4'.

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CODY SHADBOLT SHADBOLT STATES	064598212	5/15/2025	14



#	DATE	DESCRIPTION	BY		
				DESIGNED BY:	CGP
				DRAWN BY:	CGP
				CHECKED BY:	CDS

CITY OF BARTLESVILLE
CONCRETE PANEL
REPLACEMENTS

OAKDALE DRIVE SHEET 2 OF 2



Agenda Item <u>12.</u>
June 26, 2025
Prepared by
Greg Collins, Special Projects Manager

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on appeals by Danny L. Blackwood of the Hearing Examiner's Order of Abatement for boarding and securing, and demolition and removal of dilapidated structures at 1032 SW Oak Ave., legally described as Lot 12, Block 1, McCaleb Addition, Bartlesville, Washington County, Oklahoma (Code Enforcement Case Numbers DS-0325-0384 and -0385).

Exhibits/Attachments:

(1) Exhibit A:	Aerial / Map Image	(8) Exhibit H:	Deeds / Affidavits	
(2) Exhibit B:	Zoning	(9) Exhibit I:	Courtesy Notices w/ Receipts	
(3) Exhibit C:	Photos/Images	(10) Exhibit J:	Notices of Violation w/ Receipts	
(4) Exhibit D:	NSO Report/Case Notes	(11) Exhibit K:	Abatement Orders	
(5) Exhibit E:	Timeline	(12) Exhibit L:	Notice of Unsecured Structure &	
			Lien Claim	
(6) Exhibit F:	County Assessor's Report	(13) Exhibit M:	Notice of Dilapidation & Lien	
(7) Exhibit G:	Treasurer's Tax Roll	(14) Exhibit N:	Appeal	

Background:

Mr. Danny L. Blackwood lives in Washington County, north of Wann, Oklahoma, and is the owner of 1032 SW Oak Avenue in Bartlesville. He appeals the City Code Enforcement Hearing Examiner's Orders of Abatement for (1) for boarding and securing an unsecured house and unsecured storm shelter, and (2) for the demolition and removal of dilapidated structures, violating Municipal Code Section 11-4 D. 1, and 11-4 G. 4.

Mr. Blackwood acquired an ownership interest in this property in 1979 when his wife, Juanita Blackwood, conveyed a quit claim deed to herself and Mr. Blackwood, as joint tenants, with right of survivorship. Ms. Blackwood died in 1999, according to an Affidavit of Surviving Joint Tenant, recorded at the Washington County Clerk's Office at Book 1194, Page 1275-1278, on 10/20/2021.

An aerial image, zoning map, and photos of the property are at **Exhibits A-C**, respectively. The property is zoned RS-5 Single-Family Residential.

Mr. Blackwood did not state the reasons for his appeals in his application (**Exhibit N**, Appeal).

The present case started after Code Enforcement received a complaint on 3/20/2025 of an open structure on the property. The Neighborhood Services Officer (NSO) (Code Enforcement Officer), Officer Isaac Amaro, investigated the property in an initial inspection on 3/21/2025 and confirmed that the house was open. The house had several holes in the roof and floor, wood rot, signs of foundation damage, missing siding, holes in the walls, and flaking paint. He found the main structure and a storm shelter were open and needed to be secured. NSO Amaro also noted that several trees were hanging low and needed to be trimmed up over the road and sidewalk. The sidewalk had several

areas that need to be removed due to it being a walking hazard. The fence of the property was missing railing and dilapidated. NSO Amaro contacted City Utility Billing and learned that there has not been an active water account at this address for 14 years, since May 2011.

NSO Amaro took photos of the property on 3/21/2025, and mailed to Mr. Blackwood and posted on the property Courtesy Notices of the unsecured house and storm shelter, and the dilapidated house, storm shelter, fence, and sidewalk, on 3/25/2025. The Courtesy Notice informed Mr. Blackwood of the requirement for the owner to board and secure the house and storm shelter, and demolish and remove the house, storm shelter, fence, and portions of sidewalk, in 10 days, or further action would be taken.

NSO Amaro re-inspected the property on 4/15/2025. He found the property still in the same condition and still needing the same abatement measures. He again mailed to Mr. Blackwood and posted on the property Notices of Violation on 4/15/2025, informing Mr. Blackwood of the requirement for the owner to board and secure the house and storm shelter, and demolish and remove the house, storm shelter, fence, and portions of sidewalk. The Notices of Violation set a hearing date before the Hearing Examiner, John C. Holden, Esq., on 5/14/2025.

NSO Amaro inspected the property a third time on 5/14/2025, the morning of the scheduled hearing on the property. He took additional photos. The photos show the property in the same condition as before. The 5/14/2025 photos also show "For Sale" signs posted on the property since the time of the prior 3/25/2025 photos.

See NSO Case Notes at **Exhibit D**, Photos and links to additional photos, at **Exhibit C**, and a summary Timeline of Events at **Exhibit E**.

Hearing Examiner, John C. Holden, Esq. held a hearing on 5/14/2025. Mr. Blackwood did not attend that hearing. The Hearing Examiner found that the house and storm shelter were open and unsecured and needed to be boarded and secured in 10 days, or the City would do so, and bill the owner for the costs. Mr. Holden also found that the house, storm shelter, fence, and portions of the sidewalk were dilapidated and a public nuisance, and required demolition and removal in 30 days by the owner, or the City would do so, and bill the owner for the costs.

II. STAFF COMMENTS AND ANALYSIS

The Hearing Examiner's order to the owner to board and secure the house and storm shelter, and his order to the owner to demolish and remove the house, storm shelter, fence, and portions of sidewalk, should be affirmed by City Council, for several independent, separate reasons, any one of which alone is a sufficient basis to uphold the orders:

- 1. <u>State Statute 11 O.S. Section 22-112 C. 1</u>: The house, storm shelter, fence, and portions of sidewalk are "dilapidated" under state statute, because they are:
 - "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. State Statute 11 O.S. Section 22-112.1: "A. After a building has been declared dilapidated ... and before the commencement of the tearing and removal of a dilapidated building, the governing body ... may authorize that such a building be boarded and secured
 - C. A governing body ... may cause an unsecured building to be **boarded and secured**"
- 3. <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, 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"
- 4. <u>Municipal Code 11-4, G, G.1, G.4</u>: "A nuisance includes G. Attractive Nuisance and Dangerous Conditions. 1. <u>[alny unguarded or abandoned]</u> excavation, pit, well or hold that may constitute a threat to welfare; or any well, <u>cellar</u>, pit foundation, or other excavation of more than two (2) feet in depth, on any unenclosed lot, without substantial curing, covering or protection.**
 - * * *4. [a]ny fence, wall, shed, house, garage, building, structure or any part of any of the aforesaid; or any tree, pole ...; or any excavation, hole, pit, basement, cellar, sidewalk, subspace ... 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 <u>menace</u>, 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, and/or</u> 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.

These findings are evidenced by the photos taken by NSO Amaro and his observations written in his case report, summarized above. The photos clearly show the property is not habitable. They also show rotted wood framing members and missing and degraded flooring and ceiling. The structure lacks water, sewer, electrical and other utilities, and lacks functioning fixtures. The property does not satisfy International Property Maintenance Code or International Residential 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.

5. Owner Repairing the Dilapidated Property is not likely feasible or cost effective

There is no legal requirement for the City to grant more time, or give an option to rehab a dilapidated structure. Such option in this case is likely cost prohibitive and infeasible in any event. The property is not Mr. Blackwood's residence. Therefore, he would be required to hire state-licensed contractors to perform all mechanical, electrical, and plumbing work on the property. He would be required to hire a state-registered roofing contractor to repair the roof. He would also have to repair apparent wood framing, install fixtures, and have such other work done that the Chief Building Official or other reviewing City staff may determine upon review of a building permit application.

Property Value. The current value of the property as assessed by the Washington County Assessor is: \$1,920 land value + \$16,800 improvement value (house) for a total taxable market value of \$18,720. See **Exhibit F.** The cost of cleanup of the interior of the property, remodel and repairs and will likely exceed that amount by a multiple of that figure. Rehab of the property is cost prohibitive.

History of Lack of Maintenance of Property. The property has not been legally habitable for over the last 14 years during Mr. Blackwood's ownership, since City water service was discontinued in May 2011. Mr. Blackwood has not demonstrated a record and ability to maintain the property. Mr. Blackwood has not rehabbed the property during all this time.

Washington County land records show that during Mr. Blackwood's ownership of the property, the City:

- previously had to file a lien for cleaning and mowing of \$217.47 on 5/28/2008. (The bill was paid and the lien was released on 6/5/2008).
- previously filed a Notice of Dilapidation and Lien on the property on 5/26/2017.
- just last month on 6/9/2025 the City filed a lien for cleaning and mowing of the property, for \$363.60.

Failure to Attend Hearings / Failure to Maintain Property. Significantly, Mr. Blackwood failed to attend the hearings for the boarding and securing, and for the dilapidated structures, on 5/14/2025. Also, he failed to respond to a Courtesy Notice mailed on 3/25/2025 regarding tall grass/weeds, dead/damaged trees, and debris, trash, and waste. This was abated by Code Enforcement on 6/5/2025.

In short, Mr. Blackwood has not demonstrated an ability to keep the property mowed and cleaned, much less an ability to rehabilitate or manage contractors to rehabilitate the property.

III. CONCLUSION AND RECOMMENDED ACTION

Staff recommends that City Council deny the appeal, and uphold enforcement of the Hearing Examiner's Administrative Orders, and declare that the property and structures at 1032 SW Oak Ave (Lot 12, Block 1, McCaleb Addition) was unsecured and is in need of boarding of securing, and is dilapidated, and a public nuisance. Staff further recommends ordering the property owner to demolish and remove the house, storm shelter, fence, and portions of sidewalk, 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:

"Cities and towns in this state shall have the right and power to determine what is and what shall constitute a nuisance within their respective corporate limits, 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 Notices of Violation dated 3/25/2025 (Exhibit I), and their mailing and posting of the Notices of Violation/Request for Voluntary Correction of Code Violation dated 4/15/2025 (Exhibit J).

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</u>, by ordinance, an administrative officer or administrative body to carry out the duties of the governing body specified in this section. 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."

Boarding and Securing. Similar, parallel state statutory provisions are provided for unsecured structures at 11 O.S. Section 22-112.1, authorizing the governing body or their designee to cause an unsecured building to be boarded and secured.

City Council Designation of Community Development Department and Hearing Examiner. 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 Courtesy Notice letters dated 3/25/2025 (Exhibit I).

"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 multiple written notices of violation, through <u>receipted</u> mailing and posting of the property, of the Courtesy Notices and the Notices of Violation letters dated 3/25/2025 and 4/15/2025 (Exhibits I and J, respectively).

A hearing took place on 5/14/2025, and *Mr. Blackwood did not attend*. The Hearing Examiner, Mr. John Holden, heard testimony and received evidence from Code Enforcement officers. The Hearing Examiner issued an Abatement Order for Mr. Blackwood to board and secure the house and the storm shelter in 10 days, and an Abatement Order to remove the dilapidated house, storm shelter, fence, and portions of the sidewalk, in 30 days, or the City will do so and send him a bill. The orders were sent via receipted mail and posted to the property. (Exhibit K). A Notice of Unsecured Structure and Lien Claim, and a Notice of Dilapidation and Lien was filed on the property. (Exhibits L and M, respectively).

EXHIBIT A: Aerial / Map Image



EXHIBIT B: Zoning



EXHIBIT C: Photos of 1032 SW Oak Ave.

Complete Set of Photos from 3/21/2025 and 5/14/2025 viewable at this link:
https://bit.ly/1032SWOakAvePhotosCombined
Selected Photos on the Following Pages.



1

1032 S OAK AVE 03-21-25





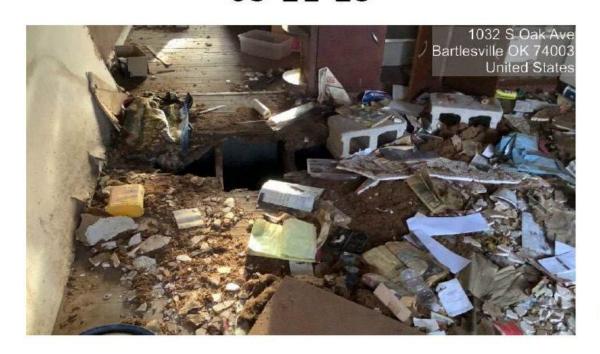
5

1032 S OAK AVE 03-21-25



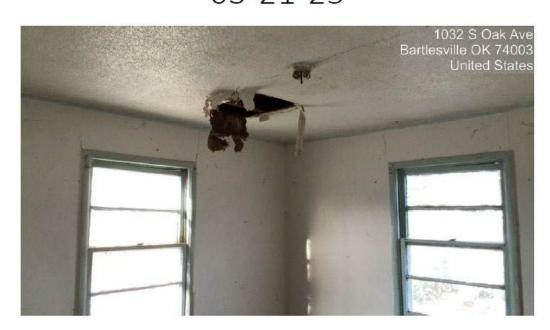


1032 S OAK AVE 03-21-25





1032 S OAK AVE 03-21-25





12

1032 S OAK AVE 03-21-25





14

1032 S OAK AVE 03-21-25





18

1032 S OAK AVE 03-21-25





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1032 S OAK AVE 03-21-25





1032 S OAK AVE 03-21-25





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1032 S OAK AVE 03-21-25





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1032 S OAK AVE 03-21-25





1032 S OAK AVE 03-21-25



34



36

1032 S OAK AVE 03-21-25





1

1032 OAK AVE 05-14-25





3

1032 OAK AVE 05-14-25





5

1032 OAK AVE 05-14-25





EXHIBIT D

1032 SW OAK AVE- Case # DS-0325-0385 (Unsecured Structure SFD, Inground storm shelter, fence & sidewalk.)

Initial complaint- 3/20/2025

Initial inspection date- 4/10/2025

Mailing and posting date-4/15/2025

Hearing date- 5/14/2025

NSO Amaro's notes:

Responding to an opened structure complaint at 1032 S Oak I found this complaint to be valid. This structure has several holes in the roof and floor, wood rot, signs of foundation damage, missing siding, holes in the walls, flaking paint. the main structure and storm shelter are open and need to be secured. Several trees are hanging low and need to be trimmed up over the road and sidewalk. The sidewalk has several areas that need to be removed due to it being a walking hazard. The fence of the property is missing railing and dilapidated. There has not been an active water account as of May 2011, Pictures were taken and I will mail and post Courtesy notice on 03-25 and set an abatement for the weeds and trash for 04-10-25 if violation not corrected by the owner and set a reinspection for property violations on 04-07-25 and if violations still present set a hearing date for the property.

05-14-25 This property is still open and unsecured. All openings to the house and underground shelter need to be secured.

Hearing officer's order- Owner given 10 days to secure or after that the city will secure all openings to structures.

EXHIBIT D Continued

1032 SW OAK AVE- Case # DS-0325-0385 (Dilapidated Structure- SFD, Inground storm shelter, fence & sidewalk.)

Initial complaint- 3/20/2025

Initial inspection date- 4/10/2025

Mailing and posting date- 4/15/2025

Hearing date- 5/14/2025

NSO Amaro's notes:

Responding to an opened structure complaint at 1032 S Oak I found this complaint to be valid. This structure has several holes in the roof and floor, wood rot, signs of foundation damage, missing siding, holes in the walls, flaking paint. the main structure and storm shelter are open and need to be secured. Several trees are hanging low and need to be trimmed up over the road and sidewalk. The sidewalk has several areas that need to be removed due to it being a walking hazard. The fence of the property is missing railing and dilapidated. There has not been an active water account as of May 2011, Pictures were taken and I will mail and post Courtesy notice on 03-25 and set an abatement for the weeds and trash for 04-10-25 if violation not corrected by the owner and set a reinspection for property violations on 04-07-25 and if violations still present set a hearing date for the property.

05-14-25 upon inspection this property is still in the same condition as before and meets all criteria for a Dilapidated Structure and is open and needs to be secured. NSO Amaro

Hearing officer's order- Dilapidated structures (SFD, Fence, Tree, Sidewalk & Underground Shelter must be removed in 30 days or city will do so.

EXHIBIT E

Timeline of Events—1032 SW Oak Ave.

Event
Juanita Blackwood, wife, conveys interest in property to herself and Danny Blackwood via Quit Claim Deed recorded this date.
Juanita Blackwood deceased.
City files lien for cleaning and mowing, \$217.47
Cleaning and mowing bill is paid, lien released.
City files a prior Notice of Dilapidation and Lien on the property.
Affidavit of Surviving Joint Tenant signed by Danny Blackwood recorded at Washington County Clerk's Office.
Code Enforcement receives complaint of open structure.
NSO Amaro investigates, inspects property, takes photos.
Courtesy Notices for unsecured structures and dilapidated structures posted on property and mailed to owner via receipted first class mail.
Code enforcement inspects property.
Notices of Violation/Requests for Voluntary Correction for unsecured structures and dilapidated structures posted on property and mailed to owner via receipted first class mail. Hearing date: 5/14/2015.
NSO Amaro inspects the property a 3 rd time, morning before hearing, takes 2 nd set of photos. The photos show "For Sale" signs on the property.
Hearing Examiner, John Holden, Esq., conducts hearing.
Mr. Blackwood does not attend hearing.
Mr. Holden issues Abatement Orders to owner to board and secure house and storm shelter, and to demolish and remove dilapidated house, storm shelter, fence, and portions of sidewalk. Orders were mailed via receipted mail and posted on the property.
Owner's required commencement and completion dates for demolition and removal of dilapidated structures per Notice of Dilapidation & Lien.
Mr. Blackwood files appeals of both the Abatement Order for boarding and securing the house and storm shelter, and the Abatement Order to demolish and remove the dilapidated house, storm shelter, fence, and portions of sidewalk.

EXHIBIT F

CrossPointData



1032 Sw Oak Ave





General Details

Field	Value
Address	1032 SW OAK AVE
City	Bartlesville
State	OK
Zipcode	74003
Section	0
Township	0
Range	0
Account Num	740014247
Parcel Num	010237-001012-000000-01
Square Feet	827
Lot (Acres)	1
Millage Rate	120.09
Description	I-30 BARTLESVILLE
School District	S030

Assessment Details

Field	Value
Last Update	6/19/2025
Land Value	\$1,920
Improvement Value	\$16,800
Total Capped	\$18,720
Taxable Market Value	\$18,720
Mobile Home	\$0
Gross Assessed Value	\$2,246
Exemptions	N/A
Net Assessed Value	\$2,246

Legal Description

Field	Value
Legal Description	LOT 12 BLK 1 MC CALEB'S

Owner

Owner's Name	Address	City	State			
Blackwood, Danny L		401246 W 300 Rd	Wann	401246 W 300 RD	74083	

Buildings

Building 1

General				
Туре	Single Family			
Style	One Story			
Total Sq. Feet	827			
Year Built	1952			
Bedrooms	0			
Bathrooms	1			

Details		
Quality	2	
Condition	1.5	
Exterior Wall	Frame, Siding, Vinyl	
Foundation	null	
Roof	Hip	
Roof Material	Composition Shingle	
HVAC	Forced Air Furnace	

Sales History

Recorded Date	Book Page	Deed	Grantor	Grantee	Sale Amount
10/18/2021	1194 1275	AFSJT	Blackwood, Danny L & Juanita	Blackwood, Danny L	\$0

Misc Improvements

Description	Size	Year
Raised Slab Porch - Covered	4x3	0
Open Frame Porch	24	0
Raised Slab Porch - Open	4x3	0

Yard Items

Land

Soil Code Use Co	de 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	\$1,920	\$16,435	\$18,355	\$2,202	\$0	\$2,202	\$264
2023	\$1,920	\$16,435	\$18,355	\$2,202	\$0	\$2,202	\$262
2022	\$1,920	\$16,435	\$18,355	\$2,202	\$0	\$2,202	\$264
2021	\$1,920	\$11,352	\$13,272	\$1,592	\$0	\$1,592	\$187
2020	\$1,920	\$10,720	\$12,640	\$1,516	\$0	\$1,516	\$182
2019	\$1,920	\$10,119	\$12,039	\$1,444	\$0	\$1,444	\$173
2018	\$1,920	\$9,546	\$11,466	\$1,376	\$0	\$1,376	\$164
2017	\$1,920	\$9,000	\$10,920	\$1,310	\$0	\$1,310	\$160
2016	\$1,920	\$9,000	\$10,920	\$1,310	\$0	\$1,310	\$150
2015	\$1,920	\$9,000	\$10,920	\$1,310	\$0	\$1,310	\$153
View more	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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EXHIBIT G

Tax Roll Inquiry

Washington County Treasurer

Melissa Thornbrugh, Treasurer

400 S Johnstone Ave Rm 200 Bartlesville, OK 74003

Phone: 918-337-2810 Fax: 918-337-2891

E-Mail: treasurer@countycourthouse.org





Owner Name and Address

BLACKWOOD, DANNY L 401246 W 300 RD **WANN OK 74083-0000**

Taxroll Information

Tax Year:

2024

Property ID:

010237-001012-000000-01

Location:

1032 SW OAK AVE BARTLESVILLE

School District: 030B BARTLESVILLE I-30 Mills: 120.09

Type of Tax:

Real Estate

Tax ID:

14247

Legal Description and Other Information:

LOT 12 BLK 1 MC CALEB'S 1.00 Lots

Assessed Valuations	Amount
Land	230
Improvements	1972
Net Assessed	2202
Tax Values	Amount
Base Tax	264.00
Penalty	0.00
Fees	0.00



Washington

Assessment Property Record Card for Tax Year 2025

Data provided by Steve Campbell County Assessor

Date Time Page 03/21/2025 09:47:23

Assessment Data

Account 740014247

Parcel ID 010237-001012-000000-01

Cadastral ID

Property Type Real - Real Property

Property Class UR VI Area 1003
Tax Area 12 - I-30 BARTLESVILLE

Name ID 66358 BLACKWOOD, DANNY L

401246 W 300 RD

WANN OK 74083

Parcel Location

Situs 01032 SW OAK AVE

Subdivision MC CALEB'S

Lot/Block 0012 / 0001 Parcel Size 1 - Lots

Sec/Twn/Rng 0/0/0/0

Neighborhood 10237 - MC CALEB'S School District S030 - BARTLESVILLE

10.25.2021

11/4/2021

Legal Description Building Permits

LOT 12 BLK 1 MC CALEB'S

Number Description Opened Closed Amount

Exempti	ons				Sale History					
Code	Туре	Active	Maximum	Exemption	Bk/Pg	Grantor	Date	Price	C	ode
Н	Homestead	No	1,000		1194/1275	BLACKWOOD, DANNY L & JUANITA	10/18/202	1	0	No

Primary Image

Parcel Valuation									
Source	REAL		Fair Cash	Capped	Asmnt Level	Assessed	Levy Rate	120.090	Current Tax
Remove Cap	2022	Land Value	1,920	1,920	12%	230	Assessed	2,202	264.44
Year Frozen	0	Improvements	16,435	16,435		1,972	Penalty	0	
Uncapped Value	0	Mobile Home	0	0		0	Exemption	0	0.00
TIF Project ID	0	Total Value	18,355	18,355		2,202	Total Taxable	2,202	264.00
Assessment History									

Tax Year	Statement Number	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2024	2024-740014247	BLACKWOOD, DANNY L	12	18,355	0	2,202	264.00
2023	2023-740014247	BLACKWOOD, DANNY L	12	18,355	0	2,202	262.00
2022	2022-740014247	BLACKWOOD, DANNY L	12	18,355	0	2,202	264.00
2021	2021-740014247	BLACKWOOD, DANNY L & JUANITA	12	17,160	0	1,592	187.00
2020	2020-740014247	BLACKWOOD, DANNY L & JUANITA	12	17,160	0	1,516	182.00
2019	2019-740014247	BLACKWOOD, DANNY L & JUANITA	12	17,160	0	1,444	173.00
2018	2018-740014247	BLACKWOOD, DANNY L & JUANITA	12	17,160	0	1,376	164.00
2017	2017-740014247	BLACKWOOD, DANNY L & JUANITA	12	10,920	0	1,310	160.00
2016	2016-740014247	BLACKWOOD, DANNY L & JUANITA	12	10,920	0	1,310	150.00
2015	2015-740014247	BLACKWOOD, DANNY L & JUANITA	12	10,920	0	1,310	153.00
2014	2014-740014247	BLACKWOOD, DANNY L & JUANITA	12	10,920	1000	310	36.00
2013	2013-740014247	BLACKWOOD, DANNY L & JUANITA	12	10,920	1000	310	36.00
2012	2012-740014247	BLACKWOOD, DANNY L & JUANITA	12	10,920	1000	310	36.00

EXHIBIT H

Ouit-Claim Aeed

STATE OF OKLAHOMA
Washington County

This Instrument was filed for record

NOV 8 1979

BEN J. ELL'SWORTH, County Clerk

THIS INDENTURE, made this 30 day of October Juanita Blackwood, a single person County, State of Oklahoma, party of the first part, Juanita Blackwood and Danny L. Blackwood, joint tenants, with right of survivorship, 1032 SW Oak, Bartlesville, party of the second part. WITNESSETH, That said party of the first part, in consideration of the sum of One Dollar (\$1.00) and OGVC---_duly paid, the receipt whereof is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey unto the said party of the second part, and to their heirs and assigns forever, all her right, title, interest and estate, both at law and in equity, of, in and to, the following described real estate, situated in the County of Washington Lot Twelve (12), Block One (1), McCalabe State of Oklahoma, to-wit: _ to the City of Bartlesville Washington County, State of Oklahoma; NO DOCUMENTARY STAMPS REQUIRED, CONSIDERATION LESS THAN \$100.00 TRANSFER BETWEEN FAMILY MEMBERS Together with all and singular the hereditaments and appurtenances thereunto belonging. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part_their_ the proof of a contract of the contract of the heirs and assigns forever. hereunto set her In Witness Whereof, The said party of the first part_ the day and year above written. In worth it was STATE OF OKLAHOMA, . . County of Washington Before me, the undersigned, a Notary Public, in and for said County and State, on this _____, 19 79 , personally appeared JUANITA BLACKWOOD. to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that reversed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year above written.

I-2021-010321 Book 1194 Pg 1275
10/20/2021 12:50pm Pg 1275-1278
Fee: \$24.00 Doc: \$0.00
Annette Smith - Washington County Clerk
State of Oklahoma

AFFIDAVIT OF SURVIVING JOINT TENANT

STATE OF OKLAHOMA)
)SS: WASHINGTON COUNTY)
NOW on this
That on the 30th day of October, 1979 , there was conveyed to Juanita Blackwood and Danny L Blackwood , by General Warranty Deed, as joint tenants, and not as tenants in common, with full right of survivorship, the following described real property situated in Washington County, Oklahoma, to-wit:
Lot Twelve (12), Block One (1), McCaleb's Addition, Bartlesville, Washington County, Oklahoma
which said Deed was recorded on the 8th day of November, 1979 , in Book 731 , Page 174 , in the Office of the County Clerk of Washington County, Oklahoma.
There is attached hereto and made a part hereof as though fully written herein, a certified copy of the Certificate of Death of Juanita Lucille Blackwood , issued by the State Department of Health of Oklahoma showing said joint tenant died on the 8th day of November , 1999 .
Affiant further states he is the surviving joint tenant of said deceased as heretofore described and the decedent, Juanita Lucille Blackwood , named in said Certificate of Death, is one and the same person as Juanita Blackwood , the joint tenant named in said Deed recorded in Book 731 , Page 174 , as aforesaid.
Affiant further states he and the decedent, Juanita Lucille Blackwood , were husband and wife on the date of joint tenant's death and affiant is the surviving spouse of the decedent.
Further Affiant sayeth naught. Danny L Blackwood DANNY L BLACKWOOD
Subscribed and sworn before me this 18th day of October, 2021 by DANNY L BLACKWOOD.
Notary Public Notary Public

Notary Public TRISTAN LINEHAN State of Oklahoma Commission No. 20015000 Expires: 12/11/2024



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

CASE NO:

DS-0325-0384

03/25/2025

Owner of Record:

BLACKWOOD, DANNY L 401246 W 300 RD

WANN, OK 74083-0000

Property Location:

1032 SW OAK

Legal Description: LOT 12 BLK 1 MC CALEBS, 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 03/21/2025. 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: 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:

Remove building or structure or bring same into compliance with International Property Maintenance Code. (Board and secure all openings to structure and underground shelter.)

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. 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.

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,

Ike Amaro, Neighborhood Services Officer 918-214-6428 iiamaro@cityofbartlesville.org

WE APPRECIATE YOUR VOLUNTARY COOPERATION IN MAKING BARTLESVILLE A BETTER PLACE TO LIVE

Receipted Mail Verification – Code Enforcement Department 155

Receipted Mail: (8) Pieces were mailed on (03-25-25) to the following:

BLACKWOOD, DANNY L 401246 W 300 RD WANN, OK 74083-0000

RE: WT-0325-3449, DS-0325-0384, DS-0325-0385

SHEA PLACE LLC 5603 SE NOTTINGHAM PL BARTLESVILLE, OK 74006-0000 RE: PM-ES-0225-0282 (VL)

MORRISON FAMILY TRUST ALBERT & HELEN MORRISON TRUSTEES PO BOX 1059 BARTLESVILLE, OK 74005-0000 RE: PM-EP-0325-0244

COALE, CHRISTOPHER D 1601 MISSION ROAD BARTLESVILLE, OK 74006-0000 RE: MV-0325-0969, WT-0325-3455, PM-ES-0325-0296

FOULK, EARLENE KAY: MELISSA DAWN GRANT 224 NW CHEYENNE AVE BARTLESVILLE, OK 74003-0000 RE: WT-0325-3450

RICHBURG, EMILY 226 NW CHEYENNE AVE BARTLESVILLE, OK 74003-0000 RE: WT-0325-3451, MV-0325-0968, PM-IS-0325-0221

HARDMAN ENTERPRISES LLC S/C JENNY RODRIGUEZ 1553 S SANTA FE AVE BARTLESVILLE, OK 74003-0000 RE: WT-0325-3454

PURVIS, BRAD D & VON C 100 NE TERESA LN BARTLESVILLE, OK 74003-0000 RE: PM-IS-0325-0218, DS-0325-0378



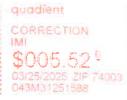


EXHIBIT I (Continued)



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

CASE NO:

DS-0325-0385

03/25/2025

Owner of Record:

BLACKWOOD, DANNY L

401246 W 300 RD

WANN, OK 74083-0000

Property Location:

1032 SW OAK

Legal Description: LOT 12 BLK 1 MC CALEBS, Bartlesville, Washington County, Oklahoma

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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, 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.

Corrective Action:

Dilapidated Structure- House, Fence, Storm Shelter, Dead Tree and Portions of Sidewalk

must be removed from property.

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.

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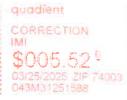


EXHIBIT J



NOTICE OF VIOLATION REQUEST FOR VOLUNTARY COMPLIANCE **OFFICIAL ORDER**

City of Bartlesville, Oklahoma Neighborhood Services Department 401 S. Johnstone Ave., Bartlesville, OK 74003

REQUEST FOR VOLUNTARY CORRECTION OF CODE VIOLATION

CASE NO:

DS-0325-0384

04/15/2025

Owner of Record:

Property Location:

BLACKWOOD, DANNY L 401246 W 300 RD WANN, OK 74083-0000

1032 SW OAK

Legal Description: LOT 12 BLK 1 MC CALEBS, Bartlesville, Washington County, Oklahoma

Notice of Violation. On 04/10/2025, 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(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:

Remove building or structure or bring same into compliance with International Property Maintenance Code. (Board and secure all openings to structure and underground shelter.)

Voluntary Compliance Date: 05/14/2025

Voluntary Correction Requested. 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.

Official Order. 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 have not been fully corrected or completed, the City has the authority under Oklahoma Law to take further action to achieve compliance and/or abatement of the violations. 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 will be discussed and determined at an official hearing. Your input at this hearing is very important.

<u>Hearing and Hearing Date.</u> Said hearing will be held on <u>05/14/2025 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:

- 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.

<u>Summary Abatement.</u> 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.

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Ike Amaro, Neighborhood Services Officer 918-214-6428 iiamaro@cityofbartlesville.org

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Receipted Mail Verification – Code Enforcement Department 155

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(11) X \$.65 = \$ 7.15 Total

BILLINGSLEY, SHAREN E & CONNIE SHARPTON 813 S ELM AVE BARTLESVILLE, OK 74003-0000 RE: WT-0425-3484

SHUI, LILY LI 3210 SE KENSINGTON COURT BARTLESVILLE, OK 74006-0000 RE DS-0325-0381, DS-0325-0382 (VN)

GILBERT ADAM B & RACHAEL K 1629 S JOHNSTONE AVE BARTLESVILLE, OK 74003-0000 RE:WT-0125-3364 (VN)

BLACKWOOD, DANNY L 401246 W 300 RD WANN, OK 74083-0000 RE: DS-0325-0384, DS-0325-0385 (VN)

ROHDE, ALBERT E & INGRID GMT ROHDE 712 SE 51 DRIVE ROSE, OK 74364-0000 RE: DS-0325-0380 (VN)

SHEFA HOLDINGS CORP 329 GREEN VALLEY RD INOLA, OK 74036-0000 RE: DS-0325-0386 (Violation Letter)

ARVEST BANK 800 N OSAGE STREET DEWEY, OK 74029-0000 RE: DS-0325-0386 (Violation Letter)

JEREMY DEMPSTER

4715 SE ADAMS BLVD 923-D

BARTLESVILLE, OK 74006-0000

RE: MV-0425-0975, MV-0425-0974, PM-ES-0425-0298, PM-IS-0425-0222, PM-EP-0425-0245, DS-0425-0387 (Violation Letters)



EXHIBIT J Continued

NOTICE OF VIOLATION REQUEST FOR VOLUNTARY COMPLIANCE OFFICIAL ORDER

City of Bartlesville, Oklahoma Neighborhood Services Department 401 S. Johnstone Ave., Bartlesville, OK 74003

REQUEST FOR VOLUNTARY CORRECTION OF CODE VIOLATION

CASE NO:

DS-0325-0385

04/15/2025

Owner of Record:

BLACKWOOD, DANNY L

401246 W 300 RD WANN, OK 74083-0000

Property Location:

1032 SW OAK

Legal Description: LOT 12 BLK 1 MC CALEBS, Bartlesville, Washington County, Oklahoma

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ROHDE, ALBERT E & INGRID GMT ROHDE 712 SE 51 DRIVE ROSE, OK 74364-0000 RE: DS-0325-0380 (VN)

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quadient

CORRECTION
IMI

\$007.15 \(\frac{9}{2} \)
04/15/2025 ZIP 74003
043M3 | 25 | 586 1



ORDER OF ABATEMENT

Unsecured 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-0325-0384

Owner of Record:

BLACKWOOD, DANNY L 401246 W 300 RD WANN, OK 74083-0000

Property Location:

1032 SW OAK

Legal Description:

LOT 12 BLK 1 MC CALEBS, Bartlesville, Washington County, Oklahoma

Hearing Date: 05/14/2025

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O.S. Section 22-112.1, on 05/14/2025 concerning the existence of one or more unsecured structures (hereinafter referred to as "unsecured structure") on the property 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 unsecured as defined by Oklahoma State Law, and that said unsecured structure is 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 boarding and securing of said unsecured

On 05/14/2025, the Hearing Officer ordered the property owner as identified above to board and secure any unsecured structure on the property and set reasonable dates as identified below for the commencement and completion of this worl

Commencement Date: 5/16/25 Completion Date: 5/26/25

If the property owner fails to complete this work by the completion date identified above, the Hearing Officer has ordered authorized officers of the City of Bartlesville, Oklahoma, or designated agents thereof, to take corrective action to board and secure said unsecured structure by any legal procedure necessary and to report the cost thereof to the Hearing Officer.

A bill for all actual costs and expenses associated with the boarding and securing of any unsecured structure on the property 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 05/14/2025.

Hearing Officer Signature

Receipted Mail Verification - Code Enforcement Department 155

Receipted Mail: (7) Pieces were mailed on (05-15-25) to the following:

(7) X\$.65 = \$4.55 Total

BLACKWOOD, DANNY L 401246 W 300 RD WANN, OK 74083-0000 RE: DS-0325-0384, DS-0325-0385 (Abatement Order)

ROHDE, ALBERT E & INGRID GMT ROHDE 712 <u>SE 51 DRIVE</u> ROSE, OK <u>74364-0000</u> RE:DS-0325-0380 (Abatement Order)

SHUI, LILY LI 3210 SE KENSINGTON COURT BARTLESVILLE, OK 74006-0000 RE: DS-0325-0382, DS-0325-0381 (Abatement Order)

EARLEY FAMILY TRUST STEPHEN D & PATRICIA J EARLEY CO-T 425 NE SPRUCE AVE BARTLESVILLE, OK 74006-0000 RE: MV-0425-0978 (Abatement Order)

JEREMY DEMPSTER
4715 SE ADAMS BLVD 923-D
BARTLESVILLE, OK 74006-0000
RE: MV-0425-0974, MV-0425-0975 (Abatement Orders)

GREEN, ALEX JR
PO BOX 541
BARTLESVILLE, OK 74005-0000
RE: PM-ES-0425-0301 (Continuance)

JACKLYN AUSTIN 808 W 6TH STREET UNIT 822 BARTLESVILLE, OK 74003-0000 RE: PM-ES-0425-0301 (Continuance)



EXHIBIT K Continued



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-0325-0385

Owner of Record:

BLACKWOOD, DANNY L 401246 W 300 RD WANN, OK 74083-0000

Property Location:

1032 SW OAK

Legal Description:

LOT 12 BLK 1 MC CALEBS, Bartlesville, Washington County, Oklahoma

Hearing Date: 05/14/2025

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O.S. Section 22-112, on 05/14/2025 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 05/14/2025, 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: 5/16/25 Completion Date: 6/17/25

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 05/14/2025.

Hearing Officer Signature

Receipted Mail Verification - Code Enforcement Department 155

Receipted Mail: (7) Pieces were mailed on (05-15-25) to the following:

(7) X\$.65 = \$4.55 Total

BLACKWOOD, DANNY L 401246 W 300 RD WANN, OK 74083-0000 RE: DS-0325-0384, DS-0325-0385 (Abatement Order)

ROHDE, ALBERT E & INGRID GMT ROHDE 712 <u>SE 51 DRIVE</u> ROSE, OK <u>74364-0000</u> RE:DS-0325-0380 (Abatement Order)

SHUI, LILY LI 3210 SE KENSINGTON COURT BARTLESVILLE, OK 74006-0000 RE: DS-0325-0382, DS-0325-0381 (Abatement Order)

EARLEY FAMILY TRUST STEPHEN D & PATRICIA J EARLEY CO-T 425 NE SPRUCE AVE BARTLESVILLE, OK 74006-0000 RE: MV-0425-0978 (Abatement Order)

JEREMY DEMPSTER
4715 SE ADAMS BLVD 923-D
BARTLESVILLE, OK 74006-0000
RE: MV-0425-0974, MV-0425-0975 (Abatement Orders)

GREEN, ALEX JR
PO BOX 541
BARTLESVILLE, OK 74005-0000
RE: PM-ES-0425-0301 (Continuance)

JACKLYN AUSTIN 808 W 6TH STREET UNIT 822 BARTLESVILLE, OK 74003-0000 RE: PM-ES-0425-0301 (Continuance)



EXHIBIT L



Book 1229 Pg 3091 1-2025-003464 Pg 3091-3092 05/15/2025 9:01am

Fee: \$20.00 Doc: \$0.00

Annette Smith - Washington County Clerk Sβ State of Oklahoma



NOTICE OF UNSECURED STRUCTURE AND LIEN CLAIM

City of Bartlesville, Oklahoma City Clerk's Office

PUBLIC NOTICE OF UNSECURED STRUCTURE ORDER TO BOARD AND SECURE; CITY LIEN CLAIM

TO THE COUNTY CLERK OF WASHINGTON COUNTY, OKLAHOMA

CASE NO:

DS-0325-0384

Owner of Record:

BLACKWOOD, DANNY L 401246 W 300 RD WANN, OK 74083-0000

Property Location:

1032 SW OAK

Legal Description:

LOT 12 BLK 1 MC CALEBS, Bartlesville, Washington County, Oklahoma

Hearing Date: 05/14/2025

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O.S. Section 22-112, on 05/14/2025 concerning the existence of one or more unsecured structures (hereinafter referred to as "unsecured 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 unsecured as defined by Oklahoma State Law, and that said unsecured 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 found that the property would be benefited by the boarding and securing of said unsecured structure and

On 05/14/2025, the Hearing Officer ordered the property owner as identified above to board and secure the unsecured structure and set reasonable dates as identified below for the commencement and completion of this work.

Commencement Date: 5/16/25

Completion Date: 5/26/25

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 board and secure said unsecured structure existing upon the property by any legal procedure necessary and to report the cost thereof to the Hearing Officer. The boarding and securing of said unsecured structure by the City will begin after the above identified completion date if an inspection of the property confirms that the unsecured 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. EW ADDITIONAL LAND RECORDS AT

OKCOUNTYRECORDS.COM

1-2025-003464 Book 1229 Pg 3092 05/15/2025 9:01am Pg 3091-3092 Fee: \$20.00 Dac: \$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 boarding and securing said unsecured 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 Unsecured Structure and Lien Claim.

Date of Lien Notice: CITY SEAL Jason Muninger, City Clerk City of Bartlesville COUNTY OF WAS day of Mas personally appeared Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlèsville as the City Clerk, and acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act an deed of the City of Bartlesville, for the uses and purposes herein set forth. Given under my hand and seal the day and year last above written. Notary Public My Commission Expires: _ Dana Smith Notary Public ate of Oklahon

VIEW ADDITIONAL LAND RECORDS AT OKCOUNTYRECORDS.COM

EXHIBIT M



I-2025-003468 Book 1229 Pg 3099 05/15/2025 9:01am Pg 3099-3100

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-0325-0385

Owner of Record:

BLACKWOOD, DANNY L

401246 W 300 RD WANN, OK 74083-0000

Property Location:

1032 SW OAK

Legal Description:

LOT 12 BLK 1 MC CALEBS, Bartlesville, Washington County, Oklahoma

Hearing Date: 05/14/2025

A Public Nuisance Administrative Hearing was held in accordance with Title 11 O.S. Section 22-112, on 05/14/2025 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 05/14/2025, 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: 5/16/25

Completion Date: 6/17/25

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.

OKCOUNTYRECORDS.COM

I-2025-003468 Book 1229 Pg 3100 05/15/2025 9:01am Pg 3099-3100

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.

STATE OF OKLAHOMA OKLAHO)

COUNTY OF WASHINGTON

Jason Muninger, City Clerk City of Bartlesville

Jason Muninger, to me known to be the identical person who executed this instrument on behalf of the City of Bartlesville as the City Clerk, and

acknowledged to me that he executed same as his free and voluntary act and deed, and as the free and voluntary act an deed of the City of

Bartlesville, for the uses and purposes herein set forth.

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

Dana Smith Notary Public State of Oklahoma

VIEW ADDITIONAL LAND RECORDS AT OKCOUNTYRECORDS.COM

EXHIBIT N

\$100.00 Appeal Fee

IMPORTANT NOTICE TO PROPERTY OWNER

Re: DILAPIDATED/UNSECURED STRUCTURE

Case # DS-0325-0385

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: 5/14/2025

IF THE CITY CLERK DOES NOT RECEIVE YOUR APPEAL WITHIN (10) TEN DAYS OF THE HEARING DATE, THE CITY COUNCIL WILL NOT HEAR

YOUR CASE. USE THIS FORM TO FILE YOUR 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 1032 SW OAK AVE, LEGAL DESCRIPTION: LOT 1BLK 1 MC CALEBS, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA. State Statute statute

I am appealing for the following reasons:

Please notify me of the date, and time when my appeal will be heard by the Bartlesville City Council,
Name: Danny Blackwood
Name: Danny Blackwood Address: 103 401246 W. 300 Rd, Wann, OK 74083-0000
Home phone: 918-440-7065
Work phone:
CITY CLERK'S OFFICE USE ONLY The above appeal was received in this office on the day of hay of 2025, at 10:25 o'clock A M. Clark S OFFICE USE ONLY The above appeal was received in this office on the day of hay o
City Council meeting July 7, 2025 5:30 pm
\$100 Cash Received So

City of Bartlesville City Hall 401 S Johnstone Ave Bartlesville, OK 74003 (918)338-4224

www.cityofbartlesville.org

05/19/2025 10:41AM Whitney D 015106-0003

INVOICE

DANNY L, BLACKWOOD, DS-0325-0385 2025 Item: INV-00021301 When a case is

appealed a fee is charged

Payment Id: 152816
DANNY L, BLACKWOOD,

DS-0325-0384

2025 Item: INV-00021300

When a case is appealed a fee is

charged \$100.00

Payment Id: 152817

\$200.00

\$100.00

 Subtotal
 \$200.00

 Total
 \$200.00

CASH \$200.00

Change due \$0.00

Paid by: DANNY L, BLACKWOOD,

Thank you!

CUSTOMER COPY



Agenda Item 13.
June 25, 2025
Prepared by Dee Roadman
Golf Division

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on approving the Proposed Green Fee, Cart Fees, and Annual Pass rates for City of Bartlesville public golf course.

Attachments:

- Proposed Manual of Fees
- Competitive Public Golf Course Market Analysis (Green/Cart Fees & Annual Passes)

II. STAFF COMMENTS AND ANALYSIS

Proposed Rates

- A competitive analysis was performed reviewing similar public courses rates in the Tulsa market.
- Investments and improvements to the course were also factored with the \$2.4 million greens renovation project.
- Leasing new golf carts with GPS was also considered in fee increases.
- Prior rates charged were also factored into the proposed fee structure.
- Financial viability was also considered in the fee structure.
- Services provided at the club were also factored into proposed fees.
- Steering Committee feedback was also considered in fee structure.

III. BUDGET IMPACT

The proposed rates if implemented, will provide the following benefits to the course:

- Increased yearly revenues.
- Maximizes daily green fee and cart fee revenue potential.
- Lowers the yearly operational funding of the course, negative operating income.
- Increased revenues will allow for funding to continue maintaining the course at a high standard.

IV. RECOMMENDED ACTION

Staff recommends approval of the Proposed Fees for the Green Fees, Cart Fees, and Annual Passes for the City golf course.

Proposed Manual of Fees



Annual Passes	Current Rates	Proposed Rates
Individual Annual Pass	\$900 + tax (excludes cart & range)	\$1,600 + tax (excludes cart)
iliulviuuai Alliiuai Pass	\$2,100 + tax (w/ annual cart, <u>no</u> range)	\$2,500 + tax (w/ annual cart, range credit)
Family Annual Pass	\$1,100 + tax (excludes cart & range)	\$2,000 + tax (excludes cart)
raililly Allitual Fass	\$2,600 + tax (w/ annual cart, <u>no</u> range)	\$2,950 + tax (w/ annual cart, range credit)
Weekday Annual Pass	\$800 + tax (excludes cart & range)	\$1,400 + tax (excludes cart)
Weekday Ailildai Fass	\$2,000 + tax (w/ annual cart, <u>no</u> range)	\$2,200 + tax (w/ annual cart, range credit)
<u>Public Rates</u>		
Pogular Pata (10 hales)	\$21 (W) / \$36 (w/ cart) Weekdays	\$30 (W) / \$47 (w/cart) Weekdays
Regular Rate (18 holes)	\$22 (W) / \$37 (w/ cart) Weekends	\$35 (W) / \$52 (w/cart) Weekends
Seniors 60+ (Weekdays Only)	\$16 (W) / \$31 (w/ cart)	\$25 (W) / \$39 (w/ cart)
Twilight (times vary)	\$16 (W) / \$31 (w/ cart) WD & WE	\$25 (W) / \$39 (w/ cart) WD & WE
Replay (space availability only)	N/A	\$20 + tax (includes cart fee)
Juniors (13-17)	\$8 Weekdays & Weekends	\$10 Weekdays & Weekends
Julio13 (15 17)	space availability only/non-peak times	space availability only/non-peak times
9-holes	\$14 (W) / \$22 (w/ cart) Weekdays	\$22 (W) / \$32 (w/ cart) Weekdays
5 110103	\$14 (W) / \$22 (w/ cart) Weekends	\$25 (W) / \$35 (w/ cart) Weekends

- Fees <u>Do Not Include Taxes</u> of 8.9%.
- Annual Passes receive <u>Daily Range Credit</u>: \$10.50 Individual, \$21 Family
- <u>Annual Passes</u> to include: 15% discount on Golf Shop merchandise (<u>excludes</u>: clubs, balls, grips (already marked down)).
- Monthly payment option available (+ \$6 finance fee per month).
- Family Annual Pass includes both spouses and dependents under the age of 21.
- Juniors 12 & Under Play Free with paid Adult (after twilight w/ adult / non-peak times).
- Rates reviewed and subject to change yearly.

Comps as of 4/15/2025										
Course	Forest Ridge	Cherokee Hills	Bailey Ranch	Battle Creek	Adams GC	Page Belcher	Lafortune Park	Mohawk Park	Canyons	South Lakes
Weekend	\$90 + tax	\$ 70.00	\$ 60.00	\$55 + tax	\$52 + tax	\$48.50 + tax	\$ 48.00	\$42 + tax	\$ 45.00	\$ 44.00
				\$ 59.63		\$ 52.63		\$ 45,58		
Weekday	\$79 + tax	\$ 60.00	\$ 60.00	\$49 + tax	\$47 + tax	\$43.50 + tax	\$ 43.00	\$30+ tax	\$ 40.00	\$ 41.00
				\$ 53.12		\$ 47.20		\$ 32.56		
Senior	\$61 + tax	\$ 40.00	\$ 35.00	\$39 + tax	\$39 + tax	\$33 + tax	\$ 33.00	\$30 + tax	\$ 30.00	\$ 31.00
				\$ 42.28		\$ 35,81		\$ 32.56		
Twilight	*	\$ 40.00	\$ 40.00	\$39 + tax	\$39 + tax	\$33 + tax	\$ 33.00	\$30 & \$34.50 + tax	\$ 30.00	\$ 31.00
				\$ 42.28		\$ 35,81		\$ 32.56		
9 holes	25	16	\$ 39.00	\$33 wd \$38 we	\$32 wd \$35 we	36	34	1.00	\$24 - \$39	
						a				
Tax Included?	No	Yes	8.92% (Y)	No	8.9% (N)	No	8.52% (Y)	No	8.92% (Y)	8.42% (Y)

Comps as of 4/15/2025		Passes Full	Passes Full	Passes Full	_					
Course	Forest Ridge	Cherokee Hills	Battle Creek	Bailey Ranch	Adams GC	Page Belcher	Mohawk Park	Canyons	Lafortune Park	sayer yanos
Individual	\$5,688 + tax	\$ 2,399	\$2,550 + tax	\$ 2,388	\$2,500 \$1,600 (W)	\$2,400 + tax	\$2,400 + tax	\$ 2,100	\$ 1,950	\$ 1,950
			\$ 2,764,63			\$ 2,602.00	\$ 2,602,00			
Individual (Monthly)	\$474 + tax	\$ 196.00	\$220.50 + tax	\$ 199.00	\$208.33	я	×	\$ 175.00		24
			\$ 239.06							
Family	\$8,400 + tax	ā	\$2,950 + tax	\$ 2,988	\$2,950 \$2,000 (W)	*	TV.	\$ 2,700	æ	э
			\$ 3,198.30							
Family (Monthly)	\$700 + tax	ā	\$253.83 + tax	\$ 249.00	\$245.83 \$166.67 (W)	*)	¥	\$ 225.00		ï
			\$ 275.19		20,000,000,000,000					
Individual WD	•	É	\$2,140 + tax	\$ 1,860	\$2,200 \$1.400 (W)	*6	AC	\$800 (No CT)	\$ 1,200	\$ 1,200
			\$ 2,320.12							
Individual WD Monthly	<u>A</u>	Ũ	\$186.33 + tax	\$ 155.00	\$183.33 \$116.67 (W)	PO.	•2		20	ю
			\$ 2,764.63			Range Bails Not Included				
				1 time \$50 Finance fee Monthly Plans		Pass good at both Courses	Pass good at both Courses		Cart Fees Not included \$15 per	Cart Fees Not included \$15 per
Cart Fees Included	Yes	Yes	Yes	Yes		Yes	Yes	Yes	No	No
Tax Included?	No	Yes	ON.	8.92% (Y)	8.9% (N)	No	No	8.92% (Y)	8.52% (Y)	8.42% (Y)



Agenda Item 14.
June 10, 2025
Prepared by Micah Siemers
Engineering Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Presentation of potential capital election timelines for ½ Cent Sales Tax, General Obligation Bond, and Economic Development.

Attachments:

None

II. STAFF COMMENTS AND ANALYSIS

As the City of Bartlesville enters the final year in the 2020 ½ Cent Sales Tax (CIP) extension, Council needs to consider options for a future capital election. Voters approved the current 5-year CIP in August, 2020 along with the 2020 General Obligation Bond (GO Bond). There are a few items to consider for a future capital election.

One item is whether to hold elections for CIP and GO Bonds at the same time to get them on the same schedule. Historically, CIP has been extended between 5 and 7 years. GO Bond initiatives have ranged from 3 years to 5 years. Some years CIP and GO Bond elections have been held at the same time and sometimes they have been staggered. The current CIP sunsets June 30, 2026. The current GO Bond that was approved by voters in 2023 is a 4-year GO Bond that will sunset in 2027. Staff believes there is some efficiency to getting on a schedule to extend CIP and GO Bonds at the same time, however that may not be the desire of the Council.

Another thing to consider is the duration for each funding mechanism. 7 years seemed too long for the CIP in 2013. It is difficult to plan projects that far in advance from a budget standpoint and from a citizen perspective, it takes too long to get to certain projects. Limiting the duration to 5 years seems to work pretty well. GO Bonds really haven't gone much longer than 5 years. Council settled on a 4-year GO Bond in 2023 based on similar discussions. This seems to work well by providing enough funding to have a robust package of projects that a shorter GO Bond might not produce, yet doesn't seem to run too long to lose citizen interest.

Regardless of the duration and whether or not we run the elections at the same time, staff will need direction from Council to establish a timeline to move forward, ultimately selecting the election date which helps us back into a schedule. This is a lengthy process that requires starting about 7 months before the election date to make it all happen. We have put together some very high-level budget scenarios that include rough estimates for what GO Bonds and sales tax could generate for 3, 4, and 5 years and compared that with when each funding source currently expires and when they would expire in each scenario. That information is shown in the tables below. Note that Scenario 2 aligns the GO Bonds and CIP expirations. We have also looked at available election dates that will ensure the CIP extension is approved before it expires in June, 2026. We have provided a tentative schedule for each potential election date below.

Budget Scenarios

Scenario 1

Tax Type	Current Expiration	Proposed Expiration	<u>Term</u>	Annual Amt	<u>Total</u>
G.O. Bond	November 1, 2027	November 1, 2030	3	\$ 4,000,000	\$ 12,000,000
CIP Sales					
Tax	June 30, 2026	June 30, 2031	5	3,400,000	<u>17,000,000</u>

\$ 7,400,000 \$ 29,000,000

Scenario 2

Tax Type	Current Expiration	Proposed Expiration	<u>Term</u>	Annual Amt	<u>Total</u>
G.O. Bond	November 1, 2027	November 1, 2031	4	\$ 4,000,000	\$ 16,000,000
CIP Sales					
Tax	June 30, 2026	June 30, 2031	5	3,400,000	<u>17,000,000</u>

\$ 7,400,000 \$ 33,000,000

Scenario 3

Тах Туре	Current Expiration	Proposed Expiration	<u>Term</u>	Annual Amt	<u>Total</u>
G.O. Bond	November 1, 2027	November 1, 2032	5	\$ 4,000,000	\$ 20,000,000
CIP Sales					
Tax	June 30, 2026	June 30, 2031	5	3,400,000	17,000,000

\$ 7,400,000 \$ 37,000,000

Election Schedules

				Capital	Capital	
		Council	Workshop	Requests	Requests	
Election Date	Proclamation Date	Mtg. Date	Mtg Date	Due	Begin	Council Decision
1/13/2026	11/14/2025	11/3/2025	10/20/2025	9/30/2025	8/1/2025	7/7/2025
2/3/2026	12/5/2025	12/1/2025	11/17/2025	10/31/2025	9/1/2025	8/4/2025
3/3/2026	1/2/2026	12/1/2025	11/17/2025	10/31/2025	9/1/2025	8/4/2025

III. BUDGET IMPACT

There is no immediate budget impact with this presentation, however this is the first step towards establishing a schedule for future CIP sales tax and GO Bond capital funds.

IV. RECOMMENDED ACTION

Staff recommends that Council select a scenario for our next capital elections to ensure sufficient time for the election process.



Agenda Item 15.
May 22, 2025
Prepared by Mike Bailey, City Manager
Administration

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to adopt the Council action items that resulted from our Strategic Planning Retreat.

Attachments:

Submission No. 1. Submission No. 2.

II. STAFF COMMENTS AND ANALYSIS

General Background Info for Submission No. 1

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 discussions 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.

General Background Info for Submission No. 2

Councilman Kirkpatrick provided revisions to Submission No. 1 using the Golden Circle that was discussed in the Strategy Workshop. This submission includes why the Council exists, how the Council accomplishes that mission, as well as the strategic priorities.

The next step in our Strategic Planning process is for the Council to officially adopt a document that will then be used as guidance to ensure that the NEXT Plan aligns with the Council's priorities. Please schedule this item for consideration and possible action at our regular meeting in July 2025.

III. RECOMMENDED ACTION

Discuss and take possible action to adopt by motion.

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

The City Council exists to **REPRESENT** our neighbors, **GUIDE** public service, and **LEAD** Bartlesville toward a thriving future.

We accomplish this through:

ADVOCACY: We know our neighbors and represent their interests.

VISION: We act strategically today with tomorrow in mind.

STEWARDSHIP: We protect the people's trust, money, and future.

Our Strategic Priorities

These priorities express what we, as a council, believe is essential for Bartlesville's future. They are not prescriptive actions, but guideposts to help our staff and community partners align their efforts with our shared vision.

1. Development and Economic Growth

- 1. We grow opportunity by attracting diverse industries and empowering local businesses to thrive.
 - 1. We recruit job-creating sectors like aviation, energy, tech, and manufacturing
 - 2. We create space for small businesses and entrepreneurs to launch and expand

2. Community Cohesion and Identity

- 1. We strengthen community by honoring our shared story, celebrating what makes Bartlesville unique, and encouraging a spirit of service.
 - 1. Cultivate our culture of volunteerism, generosity, and local pride
 - 2. Embrace and preserve our classic Americana character
 - 3. Elevate iconic places and experiences that define us the ones you find only in Bartlesville

3. Quality of Life

- 1. We invest in what makes Bartlesville a great place to live.
 - 1. Expand housing options to meet the needs of all ages, incomes, and lifestyles
 - 2. Encourage restaurants, retail, and shared community spaces
 - 3. Improve the quality and safety of streets, utilities, and infrastructure
 - 4. Invest in parks, recreation, and reliable water resources
 - 5. Promote a culture that honors individual dignity, personal liberty, and communal responsibility