

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

NOTICE OF SPECIAL MEETING OF THE BARTLESVILLE CITY COUNCIL

Friday, February 21, 2025 Noon

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

AGENDA

- 1. Call to order the Special Meeting of the Bartlesville City Council by Mayor Curd.
- 2. Roll Call and Establishment of a Quorum.
- 3. Invocation.
- 4. Citizens to be heard.
- 5. Discussion and possible action to approve an agreement between the City of Bartlesville and Arrowhead, LLC for the management of Price and Artunoff Fields. Presented by Mike Bailey, City Manager.
- 6. Adjournment.

The Notice of Meeting and Agenda was received in the Office of the City Clerk and posted in prominent public view at City Hall, Bartlesville, Oklahoma on Wednesday, February 19, 2025 at 11:00 a.m.

Jason Muninger	
Jason Muninger, CFO/City Clerk	by Deputy City Clerk

City of Bartlesville Agendas and Packets: https://www.cityofbartlesville.org/city-government/city-council/meeting-agendas/ Live Streaming: https://www.cityofbartlesville.org/city-government/city-council/webcast/ Cable Viewing on Sparklight: Channel 56

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



Agenda Item 5.
February 18, 2025
Prepared by Mike Bailey
City Manager

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discussion and possible action to approve lease agreement between the City of Bartlesville and Arrowhead, LLC for the lease and operation of Price and Artunoff Fields.

Attachments:

Agreement between City and Arrowhead Arrowhead's response to our RFO

II. STAFF COMMENTS AND ANALYSIS

The attached agreement is the result of intensive and time sensitive negotiations between the City of Bartlesville and Arrowhead. The ad hoc group that was involved with the review of the submissions stemming from our RFQ for management of Price and Artunoff Fields chose Arrowhead unanimously.

The ad hoc review committee consisted of Mayor Curd, Councilmember Kirkpatrick, and Staff members Mike Bailey, Larry Curtis Micah Siemers, Keith Henry, and Jason Muninger. This committee reviewed and scored all five proposals that were submitted and then met in person on Wednesday, February 12 to discuss their recommendation.

The committee ranked Arrowhead first out of all the submissions. The strengths of Arrowhead are discussed below:

- Comprised of local leaders engaged in youth sports
- Principals of Arrowhead have been involved in the creation and growth of a successful local baseball program
- Principals of Arrowhead have successfully run baseball tournaments in the past
- Arrowhead submitted an excellent proposal with well researched financial and operational projections
- Arrowhead has multiple individuals involved which should aid in continuity
- Arrowhead will engage key members of 4F as contractors to retain current knowledge and ease the transition.

The committee unanimously decided to interview Arrowhead and determine if negotiations should begin. This interview occurred on Friday, February 14 with favorable results. Following the interview, contract negotiations began immediately the week of February 17.

As of the writing of this memo, contract negotiations are still underway, but we have agreement in principle on most of the major items. This agreement differs from previous agreements and in order to facilitate your review, the major changes are summarized below:

- Arrowhead has concerns about the "ramp up" of the operation and believes it will take 3 years to become successful. This is partially due to delayed registrations in the current year which may adversely impact participation and revenues.
- As such, Arrowhead has requested and the City has agreed to provide additional support that declines through the three-year contract term. This support consists of:
 - o City to provide spraying and fertilization for all three years.
 - o City shall provide maintenance and repairs of plumbing fixtures at 2 northern restrooms for all three years.
 - o City shall provide maintenance of the irrigation system for all 3 years.
 - City shall waive requirement that Arrowhead provide capital improvements to the facility for first two years.
 - o City agrees to allow Arrowhead to use our infield groomers for all 3 years.
 - City agrees to mow and maintain Artunoff Fields and to mow the large open areas outside of the playing surfaces.
 - O City will reimburse Arrowhead for actual electrical costs up to \$20k first year, \$15k second year, and \$10k third year.
 - o City will maintain playground for all 3 years.
 - o City agrees to make various repairs and improvements to the facilities as follows:
 - Repair safety netting
 - Repair outfield fence caps
 - Repair batting cage nets
 - Repair infield lip grades in partnership with Arrowhead
 - Construct fence between fields 3 and 4
 - Create a plan to address drainage issues at softball quad

Summary

The ad hoc review committee believes that Arrowhead is the proposer who is best suited to manage our fields and baseball/softball programs. We also believe that the contract represents a compromise between the final goal of giving Arrowhead complete control AND responsibility and the allowances necessary to ensure their success in this first 3-year period.

Please schedule this item for consideration at our special meeting on February 21, 2025.

III. RECOMMENDED ACTION

Approve the agreement as presented.

ATHLETIC FACILITY AGREEMENT AND LAND LEASE

THIS ATHLETIC FACILITY AGREEMENT AND LAND LEASE ("Lease") is made as of the _____ day of February, 2025 ("<u>Date of Lease</u>"), by and between the CITY OF BARTLESVILLE, an Oklahoma municipal corporation, ("<u>Landlord</u>"), and ARROWHEAD SPORTS GROUP, LLC, an Oklahoma not-for-profit corporation ("<u>Tenant</u>").

WHEREAS, the parties acknowledge that attracting sports training and tournaments to the city of Bartlesville is a key initiative in the Landlord's economic development strategy; and

WHEREAS, Tenant desires to operate a youth baseball program and associated athletic programming for the benefit of Bartlesville and surrounding communities; and

WHEREAS, to facilitate the expansion of Tenant's program, the Landlord desires to lease land to the Tenant in furtherance of the aforementioned economic development strategy, and Tenant desires to accept that lease under the following terms and conditions:

1. BASIC LEASE PROVISIONS/DEFINITIONS:

- 1.1 <u>Premises</u>. A two separate parcels of land commonly known as Price Fields Complex and Artunoff Fields located within the corporate limits of Bartlesville, Washington County, Oklahoma, which are more specifically described on <u>Exhibit "A"</u> attached hereto and made a part hereof.
- 1.2 <u>Permitted Use</u>. Tenant may exclusively use the Premises, subject to and in accordance with the terms, covenants and conditions set forth in this Lease, and applicable governmental regulations, restrictions and permitting, solely for an athletic facility and uses incidental thereto.
 - 1.3 Commencement Date. The commencement date shall be January 1, 2025.
- 1.4 Expiration Date. Unless this Lease is sooner terminated in accordance with the terms and conditions in this Lease the Expiration Date shall be the 31st day of December, 2027.
- 1.5 <u>Initial Term</u>. Approximately three (3) years, beginning on the Commencement Date and expiring on the Expiration Date.
- 1.6. Extended Term. Following expiration, this Lease shall continue from year to year until terminated as provided herein.
- 1.7 <u>Basic Rent</u>. The rental payment due from Tenant to Landlord shall be ten dollars (\$10.00) per year payable in advance on or before the 1st day of January each year of the Initial Term.
- 1.8 <u>Lease Year</u>. Each consecutive twelve (12) month period elapsing after: (i) the Commencement Date if the Commencement Date occurs on the first day of a month; or (ii) the first day of the month following the Commencement Date if the Commencement Date does not occur on the first day of a month. Notwithstanding the foregoing, the first Lease Year shall include the additional days, if any, between the Commencement Date and the first day of the month following the Commencement Date, in the event the Commencement Date does not occur on the first day of a month.

1.9 <u>Calendar Year</u>. For the purpose of this Lease, Calendar Year shall be a period of 12 months commencing on each January 1 during the Term, except that the first Calendar Year shall be that period from and including the Commencement Date through December 31 of that same year, and the last Calendar Year shall be that period from and including the last January 1 of the Term through the earlier of the Expiration Date or the date of Lease termination.

1.10 Landlord's Notice Address.

Attn: City Manager

401 S. Johnstone Ave.
Bartlesville, Oklahoma 74003
(918) 338-4282

1.11 Tenant's Notice Address.

		Arrowhead Sports Group, LLC Attn:	
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The aforementioned notice instructions may be changed by either party at any time by providing written notice to the other party.

2. PREMISES:

- 2.1 <u>Lease of Premises</u>. In consideration of the agreements contained herein, Landlord hereby leases the Premises to Tenant for the Permitted Use, and Tenant hereby leases the Premises from Landlord, for the Term and upon the condition that Tenant comply with the terms and conditions set forth in this Lease. The Lease and Tenant's exclusive use of and access to the Premises is subject to any prior restrictive covenants, easements and encumbrances that may exist on the Premises.
- 2.2 <u>Landlord's General Reservations</u>. Provided Tenant's exclusive use of and access to the Premises is not (in Tenant's reasonable discretion) adversely affected, Landlord reserves the right from time to time to, in a timely manner and using all diligence: (i) install, use, maintain, repair, replace and relocate any utility infrastructure owned or maintained by the City of Bartlesville and (ii) to grant easements, licenses and permission to utilities providers for purposes of servicing the Premises and any buildings or structures thereon. Landlord agrees that any such activities shall not result in a more intensive use of the Premises than athletic related uses, and to promptly, and at the sole expense of Landlord, restore the Premises to the condition that existed before each instance of use by Landlord or its agents.
- 2.3 <u>Landlord's Police Powers Reservation</u>. No provision contained herein shall be interpreted or construed to prevent or interfere with the Landlord's police powers. To the extent deemed necessary, Landlord, at its sole discretion, reserves the right to exercise its police powers to suspend

or prohibit the use of the soccer fields and related ancillary facilities in furtherance of the general public health, safety, and welfare.

3. <u>RENT, EXPENSES AND OTHER FEES</u>:

- 3.1 <u>Basic Rent</u>. Rent shall be as provided in Section 1.7.
- 3.2 <u>Tenant Expenses</u>. Tenant shall have full and exclusive control of the Premises and the operation of the athletic fields located thereon. As such, Tenant shall have full responsibility for all operational expenses required to safely operate and maintain the Premises as a first-class athletic facility including, but not limited to utilities, stripping the fields, pest control, janitorial services, and any other expenses, costs, and disbursements in connection with the maintenance, management and operation of the Premises. Tenant shall also be fully responsible for any *ad valorem* imposed on the Premises as a result of this Lease, if any.
- 3.3 <u>Landlord Responsibilities</u>. Notwithstanding the forgoing, Landlord agrees to perform certain maintenance at its sole cost and expense during the term of this Agreement. The maintenance services to be provided by Landlord are more particularly described in Exhibit "B" attached hereto. Additionally, the City shall provide Tenant with water, sewer, and trash service free of charge during the term of this Agreement. The Landlord Responsibilities provided for in this section are intended by the parties to be temporary for the purpose of subsidizing Tenant's start-up costs. Said Landlord Responsibilities shall be renegotiated by the parties in good faith each year with the goal that they be assumed by Tenant as Tenant is reasonably able.
- <u>3.4 Tenant Capital Improvements</u>. It is understood by the parties that the Tenant shall provide improvements to the premises in lieu of paying market rate rent. These improvements shall be mutually agreed by the parties on an annual basis.
- 3.5 <u>Annual Review</u>. Tenant agrees to provide Landlord with all reasonably requested financial documents, records and detailed accounts of financial operations and shall cooperate with Landlord in completing a comprehensive review of its operations on the Premises no later than October 31 of each year. Such review will be conducted to (i) provide public notice and transparency related to the operations of the Premises, and (ii) for the purpose renegotiating expenses and other fees to be born by the parties.

4. <u>USE AND REQUIREMENTS OF LAW:</u>

4.1 <u>Use</u>. The Premises will be used only for the Permitted Use. Further, the Premises shall be maintained in accordance with the duly written and adopted standards of the City of Bartlesville and the athletic playing fields shall be maintained at all times, unless the field(s) are under *bona fide* repair or maintenance, in good playing condition in a manner consistent with or better than the standards of similarly situated playing fields maintained by the City of Bartlesville. In addition, Tenant and any of Tenant's Agents will not: (i) do or permit to be done in or about the Premises, nor bring to, keep or permit to be brought or kept in the Premises, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation which is now in force or which may be enacted or promulgated after the Commencement Date of Lease; (ii) do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with

the rights of Landlord under this Lease; (iii) do or permit anything to be done in or about the Premises which is dangerous to persons or property; or (iv) cause, maintain or permit any nuisance in, on or about the Premises or commit or allow to be committed any waste in, on or about the Premises. At its sole cost and expense, Tenant will promptly comply with: (a) all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or in force after the Commencement Date of the Lease regarding the use, condition, configuration and occupancy of the Premises; (b) any certificate of occupancies or completion issued for any Building or structure and the Premises; and (c) any recorded covenants, conditions and restrictions, if any, which affect the use, condition, configuration and occupancy of the Premises.

4.2 <u>Hazardous Materials</u>. Tenant shall not bring or allow any of Tenant's Agents to bring on the Premises, any asbestos, petroleum or petroleum products, used oil, explosives, toxic materials or substances defined as hazardous wastes, hazardous materials or hazardous substances under any federal, state or local law or regulation ("Hazardous Materials"), except for routine office and janitorial supplies and field maintenance chemicals/fertilizers used on the Premises and stored in the usual and customary manner and quantities, and in compliance with all applicable environmental laws and regulations. Hazardous Materials shall not include products commonly stored in vehicles so the vehicle may operate on the Premises according to manufacturer's specification including gasoline and transmission, brake, steering and other vehicle fluids. In the event of any release of Hazardous Materials on, from, under or about the Premises as the result of Tenant's occupancy of the Premises, but which are not caused in whole or in part by Landlord and/or Landlord's agents or assigns, Landlord shall have the right, but not the obligation, to cause Tenant, at Tenant's sole cost and expense, to clean up, remove, remediate and repair any soil or groundwater contamination or other damage or contamination in conformance with the requirements of applicable law. Landlord shall have the right from time to time, but not the obligation, to enter upon the Premises to conduct such inspections and undertake such sampling and testing activities as Landlord deems necessary or desirable to determine whether Tenant is in compliance with this provision, so long as said activities do not interfere with the Tenant's use or enjoyment of the Premises.

5. <u>ASSIGNMENT AND SUBLETTING</u>:

This Lease shall not be assigned without the prior written consent of the Landlord. Subleasing use of the fields for the reasonable purposes stated herein is permitted.

6. <u>CONSTRUCTION OF TENANT IMPROVEMENTS</u>; <u>ALTERATIONS</u>:

- 6.1 <u>Condition of Premises</u>. Tenant accepts the Premises "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS", and Landlord neither makes nor has made any representations or warranties, express or implied, with respect to the quality, suitability or fitness thereof of the Premises, or the condition or repair thereof. Tenant taking possession of the Premises shall be conclusive evidence for all purposes of Tenant's acceptance of the Premises in good order and satisfactory condition, and in a state and condition satisfactory, acceptable and suitable for the Tenant's use pursuant to this Lease.
- 6.2 <u>Installing and Operating Tenant's Equipment</u>. Without first obtaining the written consent of Landlord, Tenant shall not construct, install or operate in the Premises (i) any electrically operated equipment or other machinery, other than standard recreational and office equipment that does not

require wiring, cooling or other service in excess of Building standards; (ii) any permanently affixed buildings or structures; or (iii) any equipment of any kind or nature whatsoever which will result in permanent modification of the Premises

6.3 <u>Alterations</u>. Tenant shall not make or permit any permanent alterations, additions or improvements of any kind or nature to the Premises, whether structural or nonstructural, interior, exterior or otherwise ("Alterations") without the prior written consent of Landlord. Landlord may impose any reasonable conditions to its consent, including, without limitation: (i) prior approval of the plans and specifications and contractor(s) with respect to the Alterations (provided that Landlord may designate specific contractors with respect to permanent improvements); (ii) supervision by Landlord's representative of the Alterations; (iii) proof of worker's compensation insurance and commercial general liability insurance in such amounts and meeting such requirements as reasonably requested by Landlord; (iv) delivery to Landlord of written and unconditional waivers of mechanic's and materialmen's liens for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the Alterations; (v) delivery of permits, certificates of occupancy, "as-built" plans, and equipment manuals; and (vi) any security for performance or payment that is reasonably required by Landlord. The Alterations shall conform to the requirements of federal, state and local governments having jurisdiction over the Premises, including, without limitation, the ADA, the OSHA General Industry Standard (29 C.F.R. Section 1910.1001, et seq.), and the OSHA Construction Standard (29 C.F.R. Section 1926.1001, et seq.) and shall be performed in accordance with the terms and provisions of this Lease and in a good and workmanlike manner using material of a quality that is at least equal to the quality designated by Landlord as the minimum standard for such Alterations. Landlord may designate reasonable rules, regulations and procedures for the performance of work and, to the extent reasonably necessary to avoid disruption to the surrounding neighborhood, shall have the right to designate the time when Alterations may be performed. If the Alterations are not performed as herein required after thirty (30) days from receipt by Tenant of written notice from Landlord, the Landlord shall have the right, at Landlord's option, to halt any further Alterations, or to require Tenant to perform the Alterations as herein required or to require Tenant to return the Premises to its condition before such Alterations. All or any part of the Alterations (including, without limitation, wiring and piping), whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at its expense before the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of this Lease as the property of Landlord without disturbance, molestation or injury. Landlord's election shall be made at the time Landlord approves installation of such Alterations. If Landlord requires the removal of all or part of the Alterations, Tenant, at its expense, shall repair any damage to the Premises caused by such removal and restore the Premises to its condition prior to the construction of such Alterations. If Tenant fails, after thirty (30) days from the date Tenant receives written notice from Landlord and opportunity to cure, to remove the Alterations upon Landlord's request and repair and restore the Premises, then Landlord may (but shall not be obligated to) remove, repair and restore the same and the cost of such removal, repair and restoration together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove, repair and restore the same, shall be charged to Tenant and paid upon demand. Notwithstanding the foregoing, Tenant may remove any trade fixtures, business equipment, personal property and furniture, provided that Tenant repairs any damage to the Premises resulting from the removal of such items and restores the Premises to its condition prior to the installation of such items, except as otherwise agreed in writing by Landlord.

6.4 Mechanics' Liens.

(a) Tenant will pay or cause to be paid all costs and charges for: (i) work done by Tenant or caused to be done by Tenant, in or to the Premises; and (ii) materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord, the Premises, free, clear and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant. If any such lien, at any time, is filed against the Premises, Tenant will promptly cause such lien to be discharged of record, except that if Tenant desires to contest such lien, it will furnish Landlord, within such 10day period, a bond or other security reasonably satisfactory to Landlord of at least 150% of the amount of the claim. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will immediately pay and satisfy the same. If Tenant fails to pay any charge for which a mechanic's lien has been filed, and has not given Landlord a bond or other security as described above, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. If Tenant receives notice that a lien has been or is about to be filed against the Premises, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including, but not limited to, any maintenance, repairs or Alteration) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work.

(b) NOTHING IN THIS LEASE SHALL BE DEEMED TO BE, OR CONSTRUED IN ANY WAY AS CONSTITUTING, THE CONSENT OR REQUEST OF LANDLORD, EXPRESSED OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY PERSON, FIRM OR CORPORATION FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS FOR ANY CONSTRUCTION, REBUILDING, ALTERATION OR REPAIR OF OR TO THE PREMISES OR ANY PART THEREOF, NOR AS GIVING TENANT ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR OR PERMIT THE RENDERING OF ANY SERVICES OR THE FURNISHING OF ANY MATERIALS WHICH MIGHT IN ANY WAY GIVE RISE TO THE RIGHT TO FILE ANY LIEN AGAINST THE PREMISES, OR LANDLORD'S INTEREST THEREIN. TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK IN THE PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTERESTS OF LANDLORD IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN PREMISES OR ANY PERMANENT BUILDINGS OR STRUCTURE PERMITTED BY LANDLORD TO BE CONSTRUCTED THEREON, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL TIMES ON THE PREMISES ANY NOTICES THAT MAY BE REQUIRED OR ADVISABLE FOR THE PROTECTION OF LANDLORD AND THE PREMISES AND ANY PERMANENT BUILDING OR STRUCTURE PERMITTED BY LANDLORD TO BE CONSTRUCTED THEREIN FROM ANY SUCH LIEN.

7. RIGHT OF ENTRY:

Tenant shall permit Landlord or its Agents to enter the Premises without charge therefor to Landlord and without diminution of Rent or claim of constructive eviction: (i) to clean, inspect and protect the Premises; (ii) to make such alterations and repairs to the Premises which Landlord determines to be reasonably necessary; (iii) to inspect the Premises for code compliance and criminal violations; and (iv) to enter upon the Premises pursuant to Landlord's police powers in the event of an apparent emergency condition arising within or affecting the Premises that endangers or threatens to endanger property or the safety of individuals. Landlord will endeavor to minimize, as reasonably practicable, any interference with Tenant's business.

8. **INSURANCE**:

- 8.1 <u>Certain Insurance Risks</u>. Tenant will not do or permit to be done any act or thing upon the Premises which would: (i) jeopardize or be in conflict with fire and general liability insurance policies covering the Premises; or (ii) increase the rate of fire and general liability insurance applicable to the Premises to an amount higher than it otherwise would be for the Permitted Use authorized hereunder; or (iii) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being conducted upon the Premises.
- 8.2 <u>Tenant's Insurance</u>. On or before the earlier to occur of (i) the Commencement Date; or (ii) the date Tenant commences any work of any type in the Premises pursuant to this Lease and continuing throughout the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the minimum amounts specified below or such other amounts as Landlord may from time to time reasonably request:
- (a) Commercial general liability insurance, with a combined single occurrence limit and aggregate of not less than \$1,000,000;
- (b) All risk property covering all of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Premises and any leasehold improvements to the Premises in an amount not less than the full replacement cost;
- (c) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state of Oklahoma; and
- (d) If Tenant operates owned, hired, or nonowned vehicles on the Premises, comprehensive automobile liability will be carried at a limit of liability not less than \$1,000,000 combined bodily injury and property damage;
- (e) All insurance required under this Section shall be issued by such good and reputable insurance companies qualified to do and doing business in the State of Oklahoma. Upon request, Tenant shall provide a copy of the insurance policies listed in this subsection. The City shall be listed as an additional named insured on the commercial general liability policy.

9. LIABILITY OF LANDLORD AND TENANT:

9.1 <u>Indemnification</u>. Except to the extent caused by the negligence or misconduct of Landlord or Landlord's agents, employees and/or assigns, Tenant will neither hold nor attempt to hold Landlord liable for, and Tenant will indemnify and hold harmless Landlord from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with or arising from (i) the use or occupancy or manner of use or occupancy of the Premises by Tenant; (ii) any activity, work or thing done, permitted or suffered by Tenant in or about the Premises; (iii) any acts, omissions or negligence of Tenant; (iv) any breach, violation or nonperformance by Tenant of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; and (v) any injury or damage to the person, property or business of Tenant.

Except to the extent caused by the negligence or misconduct of Tenant, Landlord will, to the extent permitted by law, neither hold nor attempt to hold Tenant liable for, and Landlord will indemnify and hold harmless Tenant, from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with or arising from any breach, violation or nonperformance by Landlord of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind.

9.2 <u>Survival</u>. The covenants, agreements and indemnification obligations under this Section will survive the expiration or earlier termination of this Lease. The covenants, agreements and indemnification obligations are not intended to and will not relieve any insurance carrier of its obligations under policies required to be carried by any party pursuant to the provisions of this Lease.

10. RULES AND REGULATIONS:

To the extent not in conflict with the provisions of this Lease, Tenant shall at all times abide by and observe the Rules and Regulations that may reasonably be promulgated from time to time by Landlord (and delivered to Tenant) for the operation and maintenance of the Premises and the Rules and Regulations shall be deemed to be covenants of the Lease to be performed and/or observed by Tenant. If there is any inconsistency between this Lease and the then current Rules and Regulations, this Lease shall govern.

11. DAMAGE; CONDEMNATION:

11.1 Condemnation. Upon condemnation of any portion of the Premises by a governmental agency, this Lease shall terminate upon the title of the property vesting in the governmental agency, unless, however, there was a partial condemnation of the Premises. In which case, to the extent the parties mutually agree that the Tenant's operation can continue to substantially exist on the Premises, this Lease shall continue for the remaining portion of the Premises not subject to the condemnation, with an equitable abatement/adjustment of rent. Tenant shall have no claim against Landlord (or otherwise) as a result of such taking, and Tenant hereby agrees to make no claim against the condemning authority for any portion of the amount that may be awarded as compensation or damages as a result of such taking; provided, however, that Tenant may, to the extent allowed by law, claim an award for moving expenses and for the taking of any of Tenant's property (other than its

leasehold interest in the Premises) which does not, under the terms of this Lease, become the property of Landlord at the termination hereof, as long as such claim is separate and distinct from any claim of Landlord and does not diminish Landlord's award. Tenant hereby assigns to Landlord any right and interest it may have in any award for its leasehold interest in the Premises that is subject to the condemnation. This paragraph shall not apply if the condemning government agency is the City of Bartlesville.

12. **DEFAULT / TERMINATION**:

- 12.1 Events of Tenant Default. Each of the following shall constitute an Event of Default: (i) Tenant fails to observe or perform any other term, condition or covenant herein binding upon or obligating Tenant within 10 days after receipt of written notice from Landlord; provided, however, that if Landlord reasonably determines that such failure cannot be cured within said 10-day period, then Landlord may in its reasonable discretion extend the period to cure the default for up to an additional 20 days provided Tenant has commenced to cure the default within the 10-day period and diligently pursues such cure to completion (notwithstanding the foregoing, if Landlord provides Tenant with notice of Tenant's failure to observe or perform any term, condition or covenant under this Subsection (i) on 2 or more occasions during any 12 month period, then Tenant's subsequent violation shall, at Landlord's option, be deemed an Event of Default immediately upon the occurrence of such failure, regardless of whether Landlord provides Tenant notice, or Tenant has commenced the cure of the same); (ii) Tenant abandons or discontinues operating a Athletic facility on the Premises; (iii) Tenant fails to immediately remedy or discontinue any hazardous conditions which Tenant has created or permitted in violation of law or of this Lease; (iv) Tenant is declared or adjudicated bankrupt; and (v) Tenant fails to maintain the playing fields in accordance with the standards set forth in herein. Any notice periods provided for under this Section shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.
- 12.2 <u>Landlord's Remedies</u>. Upon the occurrence of an Event of Default, Landlord, at its option, without further notice or demand to Tenant, may, in addition to all other rights and remedies provided in this Lease, at law or in equity, elect to terminate this Lease, and retake possession of the Premises.
- 12.3 Events of Landlord Default. Landlord fails to observe or perform any term, condition or covenant herein binding upon or obligating Landlord within 10 days after receipt of written notice from Tenant; provided, however, that if Tenant reasonably determines that such failure cannot be cured within said 10-day period, then Tenant may in its reasonable discretion extend the period to cure the default for up to an additional 20 days provided Landlord has commenced to cure the default within the 10-day period and diligently pursues such cure to completion.
- 12.4 Tenant's Remedies. Upon the occurrence of an Event of Landlord Default, Tenant, at its option, without further notice or demand to Landlord, may, in addition to all other rights and remedies provided in this Lease, at law or in equity, elect to terminate this Lease and receive a refund of any prepaid rent, or remedy the default and deduct the cost of the same from all funds otherwise due from Tenant to Landlord under the Lease.

12.5 Termination. Notwithstanding anything contained herein to the contrary, either party may, in its sole discretion, terminate this Agreement by providing sixty (60) days written notice of termination to the other party at least 60 days prior to the anniversary of the commencement date.

13. **SURRENDER**:

Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, in good condition including, without limitation, the repair of any damage to the Premises caused by the removal of any of Tenant's personal property or trade fixtures from the Premises, except for reasonable wear and tear and loss by fire or other casualty. All permanent Tenant improvements including, but not limited to, those affixed to the ground shall become the property of Landlord upon the Expiration Date. In addition, all trade fixtures, equipment, furniture, inventory, effects and Alterations left on or in the Premises after the Expiration Date or earlier termination of this Lease will be deemed conclusively to have been abandoned and may be appropriated, removed, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them; and Tenant will pay Landlord for all expenses incurred in connection with the same, including, but not limited to, the costs of repairing any damage to the Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

14. **QUIET ENJOYMENT**:

Landlord covenants that it has good and marketable title to the Premises, and that if Tenant performs all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall during the Term peaceably and quietly occupy and enjoy possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease and any restrictions or encumbrances to which this Lease is subordinate.

15. MISCELLANEOUS:

- 15.1 No Representations by Landlord. Tenant acknowledges that Landlord has not made any representation or promise with respect to the Premises except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth.
- 15.2 <u>No Partnership</u>. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between Landlord and Tenant other than that of landlord and tenant.
- 15.3 Waiver of Jury Trial. LANDLORD AND TENANT EACH KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.
- 15.4 <u>Notices</u>. All notices or other communications hereunder shall be in writing and shall be deemed duly given if addressed and delivered to the respective parties' addresses, as set forth in

- herein: (i) in person; (ii) by Federal Express or similar overnight carrier service; or (iii) mailed by certified mail, return receipt requested, postage prepaid. Such notices shall be deemed received upon the earlier of receipt or, if mailed by certified mail, 3 days after such mailing. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices.
- 15.5 <u>Invalidity of Particular Provisions</u>. If any provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law.
- 15.6 <u>Gender and Number</u>. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.
- 15.7 <u>Benefit and Burden</u>. Except as otherwise expressly provided under this Lease, the provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, heirs, successors and assigns.
- 15.8 Entire Agreement. This Lease (which includes the Exhibits attached hereto) contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force or effect. This Lease (other than the Rules and Regulations, which may be changed from time to time as provided herein) may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by Landlord and Tenant.
- 15.9 <u>Authority</u>. The person executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is duly formed, validly existing, in good standing, and qualified to do business in the state in which the Premises is located, that the Tenant has full power and authority to enter into this Lease, and that he or she is authorized to execute this Lease on behalf of the Tenant. Tenant further agrees that upon Landlord's request, it shall provide Landlord with a resolution certifying as to the above in a form acceptable to Landlord. The person executing this Lease on behalf of Landlord hereby represents and warrants that the Landlord has full power and authority to enter into this Lease, and that he or she is authorized to execute this Lease on behalf of the Landlord.
- 15.10 <u>Attorneys' Fees</u>. If either Landlord or Tenant commences, engages in, or threatens to commence or engage in any legal action or proceeding against the other party (including, without limitation, litigation or arbitration) arising out of or in connection with the Lease, (including, without limitation (a) the enforcement or interpretation of either party's rights or obligations under this Lease (whether in contract, tort, or both) or (b) the declaration of any rights or obligations under this Lease), each party shall bear their own attorneys' fees, costs, and expenses incurred through all appeals.
- 15.11 <u>Interpretation</u>. This Lease shall not be construed against either party more or less favorably by reason of authorship or origin of language.

- 15.12 Force Majeure. Landlord and Tenant shall not be chargeable with, liable for, or responsible to the other for anything or in any amount for any failure to perform or delay caused by: fire; earthquake; explosion; flood; hurricane; the elements; acts of God or the public enemy; actions, restrictions, governmental authorities (permitting or inspection), governmental regulation of the sale of materials or supplies or the transportation thereof; war; invasion; insurrection; rebellion; riots; strikes or lockouts, inability to obtain necessary materials, goods, equipment, services, utilities or labor; or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of such party (collectively, "Events of Force Majeure"); and any such failure or delay due to said causes or any of them shall not be deemed to be a breach of or default in the performance of this Lease.
 - 15.13 Headings. Captions and headings are for convenience of reference only.
- 15.14 <u>Memorandum of Lease</u>. Neither Landlord nor Tenant shall record this Lease nor a memorandum thereof without the written consent of the other.
- 15.15 <u>Applicable Law; Venue/Jurisdiction</u>. This Lease is governed by the laws of Oklahoma. In the event of any dispute between the parties under this Lease, venue shall lie in Washington County, Oklahoma.
- 15.16 <u>Counterparts/Faxes/Emails</u>. Copies of this Lease which are signed in counterparts or by fax or email shall be deemed originals for all purposes.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Date of Lease.

LANDLORD:

CITY OF BARTLESVILLE,
An Oklahoma Municipal Corporation
By:
James S. Curd, Jr.,
Mayor
TENANT:
ARROWHEAD SPORTS GROUP, LLC
An Oklahoma limited liability company
By:
Name:
Title

EXHIBIT "A" LEGAL DESCRIPTION OF PREMISES

EXHIBIT "B" LIST OF LANDLORD RESPONSIBILITES

- A. LANDLORD shall provide all required spraying and fertilization required under maintenance standards as defined in this agreement.
- B. LANDLORD shall provide maintenance and repairs for plumbing fixtures at the two (2) northern most concession/restroom facilities.
- C. LANDLORD shall provide maintenance and repairs for the irrigation system. Said maintenance will include all repairs, maintenance, and winterization of the system.
- D. LANDLORD agrees to waive requirement that TENANT provide capital improvements as described in Section 3.4 until December 31, 2026.
- E. LANDLORD shall allow TENANT to utilize any infield groomers owned by the LANDLORD. TENANT agrees to return infield groomers to the LANDLORD at the end of this agreement in the same condition which they were received by TENANT.
- F. LANDLORD agrees to mow and edge Artunoff facility and agrees to mow outside of the quads at Price facility in accordance with the maintenance standards as defined by this agreement.
- G. LANDLORD to provide subsidized electrical utilities up to the following amounts reimbursable upon presentation of receipt by TENANT.
 - a. January 1, 2025 through December 31, 2025 LANDLORD shall reimburse up to \$20,000.
 - b. January 1, 2026 through December 31, 2026 LANDLORD shall reimburse up to \$15,000.
 - c. January 1, 2027 through December 31, 2027 LANDLORD shall reimburse up to \$10,000.
- H. LANDLORD shall provide annual maintenance of playground and addition of matching mulch by April 1 of each year.
- I. LANDLORD shall provide occasional repair as necessary to maintain suitable condition to the gravel parking facility at Artunoff Fields.
- J. LANDLORD agrees to assume responsibility for the following upgrades and improvements.
 - a. Repair or replace softball quad safety netting by May 1, 2025
 - b. Repair or replace outfield fence cap protectors at Price and Artunoff Fields by April 1, 2025
 - c. Repair or replace nets at batting cages by April 1, 2025
 - d. Repair infield lip grades in coordination with ARROWHEAD maintenance director between July and August of 2025.
 - e. Construct fence between fields 3 and 4 by October 31, 2025
 - f. Develop plan to address drainage concerns on westernmost fields of the softball quad.

Price Fields RFQ City of Bartlesville



<u>ArrowheadSG918@gmail.com</u> (850) 291-4677

MISSION STATEMENT

Our mission is to foster athletic and personal growth in young athletes through a community-centered recreational baseball and softball league serving Bartlesville and surrounding areas. We are dedicated to providing opportunities for skill development, teamwork, and sportsmanship, while promoting mental resilience and confidence. By complementing our local league with competitive tournaments of varying levels, we aim to create an inclusive and dynamic environment where players of all abilities can thrive both on and off the field.

VISION

Our vision is to transform the complex into a vibrant community hub, serving as a gathering place for fellowship and connection on weeknights throughout the spring and summer. We aim to maximize the City's investment by hosting premier tournaments that draw visitors to our community, showcasing our facilities and hospitality while fostering economic growth. By delivering events and experiences of the highest quality, we seek to create lasting memories for participants and spectators, ensuring the complex remains a cornerstone of pride and activity for Bartlesville and its surrounding areas.

COMMITMENT

- Instilling essential values such as respect, teamwork, sportsmanship, and achievement to shape the future of young athletes and strengthen their communities.
- Delivering a framework that fosters instructional programming focused on teaching fundamental skills, strategies, and teamwork in sports.
- Equipping young athletes with the tools and preparation needed to advance to their next level of play.
- Enhancing skill development through safe, effective techniques in a supportive and secure environment.
- Emphasizing the importance of character-building over the outcome of games to develop outstanding individuals.
- Setting clear expectations for contributions from all participants, including volunteers, board members, coaches, officials, athletes, and spectators.
- Cultivating a positive and encouraging atmosphere where perseverance is celebrated, and all
 participants are motivated by mutual support.
- Building and maintaining a collaborative culture where volunteers, coaches, parents, officials, and athletes work in harmony to fulfill our mission.
- Encouraging involvement and support from local businesses to strengthen community connections and resources.
- Showcasing our community to visitors by hosting first-class tournaments that highlight our facilities and hospitality.

OPERATIONAL PLAN

Arrowhead Sports Group – Resumes

Chase Allcott | Owner/Operator, Chick-fil-A Bartlesville | 7 year Bartlesville resident Wife: Abbey | Children: Quint, 13; Ryker, 9

Relevant Experiences

- Current
 - o Vice President, Bartlesville Bombers Youth Baseball Club, 501(c)(3)
 - Co-Owner, Bartlesville Bombers Athletic Training, LLC
 - o Vice President, Bartlesville Bruins Baseball Booster Club
 - o Board Member, K-LIFE
 - o Board Member, Bartlesville Regional United Way
 - o Trustee, Bartlesville Development Authority
- Former
 - Collegiate Baseball Player, Milligan University
 - Volunteer Coach, Washington County Youth Baseball & Softball

Adam Augustine | Supervisor, Information Technology, Phillips 66 | 17 year Bartlesville resident Wife: Lisa | Children: Logan, 12; Aubree, 10

Relevant Experiences

- Current
 - o Co-Founder & President, Bartlesville Bombers Youth Baseball Club, 501(c)(3)
 - Co-Owner, Bartlesville Bombers Athletic Training, LLC
 - o 10U Head Coach, Bartlesville Bombers Softball
 - 13U Assistant Coach, Bartlesville Bombers Baseball
 - 7th Grade Representative, Bartlesville Bruins Baseball Booster Club
- Former
 - Board Member, Washington County Youth Baseball & Softball
 - Volunteer Coach, Washington County Youth Baseball & Softball
 - Basketball Coach, Richard Kane YMCA/Indian Nations Basketball Conference
 - Football Coach, Richard Kane YMCA/Indian Nations Football Conference

T. J. Dickinson | Owner, ServPRO Bartlesville | 16 year Bartlesville resident Wife: Amanda | Children: Kaden, 12; Kaleb, 9

Relevant Experiences

- Current
 - Co-Founder & Director of Baseball Operations, Bartlesville Bombers Youth Baseball Club, 501(c)(3)
 - o 12U Baseball Coach, Bartlesville Bombers Baseball
 - 5th/6th Grade Basketball Coach, Wesleyan Christian School
 - 6th Grade Basketball Coach, Richard Kane YMCA/Indian Nations Basketball Conference
 - Committee Member, Bartlesville Sports Commission
 - Advocate, Bartlesville Regional Chamber of Commerce
 - Co-Founder, Mighty Miracles
- Former
 - o Board Member, Washington County Youth Baseball & Softball
 - Volunteer Coach, Washington County Youth Baseball & Softball

- o Collegiate Golfer, Oklahoma Wesleyan University
- o Head Men's Golf Coach, Oklahoma Wesleyan University
- Assistant Women's Basketball Coach, Oklahoma Wesleyan University
- Head Men's Golf Coach, Rogers State University

Daniel Johnson | Owner, Colonial Storage; Vice President, Johnson Appraisal | 39 year Bartlesville resident

Wife: Penny | Children: Max, 11; Harper, 7; Declan, 3

Relevant Experiences

Current

- Secretary, Bartlesville Bombers Youth Baseball Club, 501(c)(3)
- o 11U Baseball Coach, Bartlesville Bombers Baseball
- o 5th Grade Football Coach, Richard Kane YMCA/Indian Nations Basketball Conference
- o 5th Grade Basketball Coach, Richard Kane YMCA/Indian Nations Basketball Conference
- o Board Member, Bartlesville Sports Commission
- o Fundraising Board, Woolaroc
- o Emcee, Samaritan Sports Spectacular
- Champion Donor, Oral Roberts University Athletic Department
- Junior Member Representative, Hillcrest Country Club

Former

- o Volunteer Coach, Washington County Youth Baseball & Softball
- o Baseball Player, Bartlesville Bruins/Doenges Ford Injuns
- o President, Samaritan Counseling & Growth Center

Chris Jones | Director, Energy Research & Innovation, Phillips 66 | 19 year Bartlesville resident Wife: Sara | Children: Camden, 13; Julia, 10

Relevant Experiences

Current

- Co-Founder & Treasurer, Bartlesville Bombers Youth Baseball Club, 501(c)(3)
- o Co-Owner, Bartlesville Bombers Athletic Training, LLC
- o 13U Head Coach, Bartlesville Bombers Baseball
- o 10U Assistant Coach, Bartlesville Bombers Softball
- Board Member, Richard Kane YMCA
- Board Member, Ray of Hope Advocacy Center
- o Co-Treasurer, Bartlesville Bruins All Sports Booster Club
- Vice President, Bartlesville Brins Quarterback Club

Former

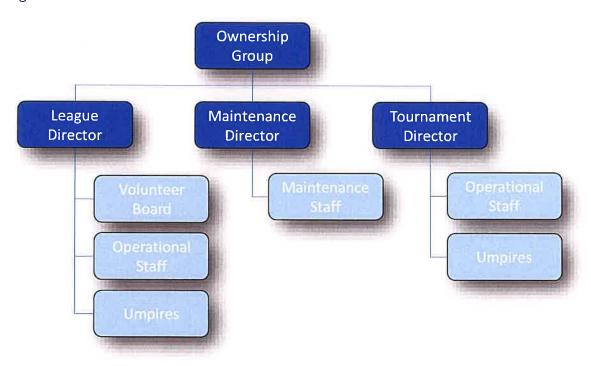
- Assistant Coach, Claremore American Legion Baseball
- Volunteer Coach, Washington County Youth Baseball & Softball
- Basketball Coach, Richard Kane YMCA/Indian Nations Basketball Conference
- o Football Coach, Richard Kane YMCA/Indian Nations Football Conference
- President, Young Professionals of Bartlesville
- Board Member, Bartlesville Sports Commission

o Committee Member, Adams Golf Course Operating Committee

Arrowhead Sports Group-Sports Administration and Facility Maintenance Experience

- WCYBS Board Members 5 years
 - o Administration and operations of community youth baseball and softball leagues
 - Increased participation by 200+ kids over three years through targeted communication and expanded scholarship opportunities
- YMCA Board Member 8 years
 - Facilitation of youth baseball transition from WCYBS to YMCA and interim youth football director during YMCA staffing transitions
- Hosted 2022 Memorial Day Baseball Tournament at Price Fields
 - o Marketing, field maintenance, umpire staffing, scheduling, etc. for 30+ teams
- Established local competitive baseball & softball organization
 - o 7 years of sustained growth, currently 12 baseball teams and 3 softball teams
 - o Hosted free workouts and camps during off-season to all kids interested in participating
- Built public indoor training facility
 - 3 years of membership growth and financial profitability
 - Sports-specific facility construction and maintenance
- 40+ cumulative years of experience years as volunteer coaches in recreational and competitive leagues

Organizational Structure



Roles & Responsibilities

To ensure a smooth transition from past successful seasons, Arrowhead Sports Group has initiated discussions with 4F Sports about opportunities for their continued involvement in our future operations.

Maintenance Director

- Playing Fields mowing, grooming, irrigation
- Dugouts cleaning, maintenance
- Non-Playing Areas mowing, trash removal, park cleanup
- Facility Maintenance Schedule
- Paint, Fencing, Netting, Gates
- Parking Lot
- Spectator Seating
- Concessions
- Restrooms
- Storage Buildings
- Utility Controls

League Director

- Lead Volunteer Board
- League Administration
- Participant Registration
- Uniforms
- Scheduling practices and games
- Volunteer coach recruiting and development
- Umpires
- Concessions
- Field Prep
- League Awards
- Sponsorships/Advertising
- Website/Communications
- Additional Field Rentals

Tournament Director

- Tournament Sanctioning
- Promotions/Advertising
- Scheduling
- Umpires
- Concessions
- Field Prep
- Communications
- Tournament Awards
- Food/Lodging/Entertainment Options for Visitors
- Community Partnerships

Ownership Group

- Supervision of all Director Positions
 - Hiring and development of all directors
- Data & Financial Reporting and Contracts
 - o Agreement with City of Bartlesville
 - o Routine Financial Reports
 - o Participation Data and Trends
 - Contracts/wages
 - o Revenue and Economic Impact Data
- Safety and Emergency Action Plan
 - o Player/Team Field Safety
 - o Fan Safety
 - o Weather
 - o Active Shooter Plan of Evacuation
 - Umpire/Fan interactions

SERVICES PROPOSED

League and Tournament Administration

Arrowhead Sports Group will organize and manage recreational and competitive baseball and softball leagues and tournaments, prioritizing recreational-level play to align with the publicly funded nature of the facility.

Rookie T-Ball (Ages 3-4)

- Coed league designed to introduce the youngest players to the game.
- Focuses on basic concepts like hitting off a tee, running bases, throwing, and catching.
- Practices and games are fun and engaging, with an emphasis on building confidence and motor skills.
- All players receive a jersey, hat and an end-of-season award to celebrate their achievements.
- No score or standings are kept—just pure fun and learning!

Modified T-Ball (Ages 5-6)

- Separate boys' and girls' leagues (if registrations allow).
- Builds on Rookie T-Ball fundamentals, introducing basic fielding positions, team play, and slightly more advanced concepts like hitting from a tee with focus on technique.
- Coaches will guide players through simple practices that incorporate more structured drills.
- Games are played in a low-pressure, learning environment.
- All players receive a jersey, hat (for boys), or visor (for girls) and an end-of-season award.

Coach Pitch (Ages 7-8)

Separate boys' baseball and girls' softball leagues.

- Focus on improving hitting skills with coaches pitching to players. Players also work on fielding, base running, and game strategy.
- Practices emphasize skill development and introduce game-like scenarios.
- Score and standings are kept, with a post-season tournament to determine 1st and 2nd place. Winning teams receive awards.
- 6 run limit per inning to keep games moving and score competitive.
- All players receive a jersey, hat (for boys), or visor (for girls).

10U Baseball & Softball

- Boys' and girls' leagues feature kid pitch to encourage skill development and introduce players to competitive gameplay.
- Players focus on pitching fundamentals, situational awareness, fielding techniques, and teamwork.
- Practices are more detailed, and games are played with official rules tailored for the age group.
- Score and standings are kept, with a post-season tournament to determine 1st and 2nd place. Winning teams receive awards.
- 6 run limit per inning to keep games moving and score competitive.
- Modified pitch rules (allowing coaches to step in) may be utilized if found to make games more productive.
- All players receive a jersey, hat (for boys), or visor (for girls).

12U Baseball & Softball

- Players continue to develop their skills in pitching mechanics, defensive strategies, base stealing, and advanced hitting techniques.
- Emphasis on competitive play and fostering teamwork and sportsmanship.
- Pithing distances increase for boys and girls, base paths increase for baseball.
- Practices are designed to refine individual and team skills in preparation for more competitive games.
- Score and standings are kept, with a post-season tournament and awards for 1st and 2nd place.
- 6 run limit per inning to keep games moving and score competitive.
- All players receive a jersey, hat (for boys), or visor (for girls).

14U Baseball & Softball

- Final recreational level before transitioning to high school or competitive travel leagues.
- Pithing distances increase for boys and girls, base paths increase for baseball.
- Builds on the fundamentals learned in previous levels, with a focus on pitch control, defensive alignments, batting strategy, and preparing players for higher levels of play.
- Players are encouraged to take on leadership roles within their teams.

- Practices and games emphasize advanced skills like hitting off-speed pitches and understanding situational plays.
 Score and standings are kept, with a post-season tournament and awards for 1st and 2nd
 - place.
- All players receive a jersey, hat (for boys), or visor (for girls).

General Notes:

- The program focuses on fun, fundamentals, and development at every level.
- The progression ensures players build on their skills each year in a supportive environment.
- All players in T-Ball (Rookie and Modified) receive an end-of-season award.
- Post-T-Ball leagues are more competitive, with awards for top teams.

Volunteer Board Governance

Arrowhead Sports Group will establish and operate our community league under a volunteer Board of Directors dedicated to ensuring effective oversight, program success, and alignment with community goals.

Field Maintenance and Repairs

Arrowhead Sports Group will oversee the daily operations, upkeep, and necessary maintenance of the fields, bleachers, concession stands, and other facilities. This includes maintaining safe and functional infrastructure throughout the season. We will rely on the city to perform all mowing and edging required outside of the playing surfaces and all major repairs bound by agreed upon service level agreements.

Daily Clean-Up and Waste Management

Arrowhead Sports Group is dedicated to maintaining clean and well-maintained facilities, prioritizing regular cleanup of buildings, fields, and parking areas to ensure the complex is prepared and presentable for each day's activities.

Field Surface Quality

Arrowhead Sports Group is committed to preserving high-quality playing surfaces that meet safety standards for all participants, spectators, and staff.

Utility Management

Arrowhead Sports Group will assume responsibility for utility expenses, with water usage managed within the baseline provided by the city. Per the RFQ dependencies noted below, Arrowhead Sports Group will look to negotiate with the city regarding financial assistance for electricity usage.

Concession Services

Concessions will be offered during all games, with a variety of affordable and family-friendly options.

Restroom Maintenance

Arrowhead Sports Group will ensure restrooms are stocked and cleaned restrooms throughout the season, ensuring ample supplies are available during leagues, practices, and tournaments.

Financial Reporting

An annual financial report or third-party audit will be provided, detailing revenues, expenses, and disbursements. All financial records will be available for review or audit by the City's Finance Department upon request.

Seasonal Reporting

A seasonal status report will outline program outcomes, participation metrics, and any issues or accomplishments.

Game and Practice Scheduling

Arrowhead Sports Group will develop and distribute a detailed schedule covering league and tournament games, as well as practices, while ensuring the timely rescheduling of any canceled league games.

Practice Schedule:

- Practices will commence three weeks prior to the start of games, with the following structure:
 - 8U and older: Two practices per week.
 - T-ball: One practice per week.
- Each practice session will be 60 minutes in duration.
- Once the season begins, practices for 8U and older will continue at a frequency of one session per week.

Game Schedule:

- The season will span 8 weeks, during which teams will play two games per week, prioritizing doubleheaders whenever possible.
- Games will be scheduled on weeknights, avoiding Wednesday evenings unless absolutely necessary.

Game Durations:

- T-ball: 45 minutes.
- Coach pitch: 60 minutes.
- Kid pitch: 75 minutes.

Post-Season Tournament:

 Following a 16-week regular season, a post-season tournament will be held for players aged 8U and older over the course of the subsequent week.

Field Prioritization:

In the event of scheduling conflicts, games will take precedence over practices to ensure the continuity of the league.

Staffing and Officiating

Trained umpires and essential personnel will be provided for all games and events with a development structure that supports promotion to older ages as umpires continue to grow.

Public Information

A dedicated website will offer up-to-date information about community youth baseball and softball leagues and tournaments, including schedules and announcements.

Local Business Support

Whenever feasible, Arrowhead Sports Group will partner with and utilize local Bartlesville businesses for goods and services. Local businesses will also have many opportunities to partner with our organization allowing them to support our participants and promote their services.

Documentation Verification

All necessary documentation and verification will be submitted promptly to the City staff upon request.

INSURANCE

- Craig Wasemiller of Wasemiller Insurance to obtain all necessary insurance written through Philadelphia Insurance Companies.
- Additional insurance for each team and organization written through league affiliate.
- Teams participating in tournaments will be required to provide their own insurance. All USSSA
 affiliated teams purchase insurance through the sanctioning body.

PRO FORMA

Disclaimer: This pro forma has been prepared under the assumption that all facility maintenance, repairs, and upkeep will be the responsibility of Arrowhead Sports Group or its designated partners, without reliance on city resources.

Financials	2025	2026	2027	2028	2029
Spring Registration					
Coed Buddy Ball	500.00	525.00	551.25	578.81	607.75
Coed Rookie T-Ball	6,000.00	6,300.00	6,615.00	6,945.75	7,293.04
Baseball Modified T-Ball	8,000.00	8,400.00	8,820.00	9,261.00	9,724.05
Baseball Coach Pitch	5,000.00	5,250.00	5,512.50	5,788.13	6,077.53
Baseball 10U	5,625.00	5,906.25	6,201.56	6,511.64	6,837.22
Baseball 12U	3,125.00	3,281.25	3,445.31	3,617.58	3,798.46
Baseball 14U	2,500.00	2,625.00	2,756.25	2,894.06	3,038.77
Softball Modified T-Ball	4,000.00	4,200.00	4,410.00	4,630.50	4,862.03
Softball Coach Pitch	4,500.00	4,725.00	4,961.25	5,209.31	5,469.78
Softball 10U	6,250.00	6,562.50	6,890.63	7,235.16	7,596.91
Softball 12U	2,500.00	2,625.00	2,756.25	2,894.06	3,038.77
Softball 14U	2,500.00	2,625.00	2,756.25	2,894.06	3,038.77
Total Spring Income	50,500.00	53,025.00	55,676.25	58,460.06	61,383.07
Fall Registration					
Coed Buddy Ball	500.00	525.00	551.25	578.81	607.75
Coed Rookie T-Ball	2,250.00	2,362.50	2,480.63	2,604.66	2,734.89
Baseball Modified T-Ball	3,000.00	3,150.00	3,307.50	3,472.88	3,646.52
Baseball Coach Pitch	3,000.00	3,150.00	3,307.50	3.472.88	3,646.52

TOAL NET INCOME	-75,078.16	-14,582.07	12,688.83	111,723.27	154,509.4
Tournament Net Income	15,000.00	80,000.00	112,000.00	216,000.00	264,000.0
Net Income	-90,078.16	-94,582.07	-99,311.17	-104,276.73	-109,490.5
Total Expenses	215,776.16	226,564.97	237,893.21	249,787.87	262,277.2
League Operations Services	15,000.00	15,750.00	16,537.50	17,364.38	18,232.5
Insurance	4,500.00	4,725.00	4,961.25	5,209.31	5,469.7
Background Checks	1,280.00	1,344.00	1,411.20	1,481.76	1,555.8
Utilities	18,000.00	18,900.00	19,845.00	20,837.25	21,879.
Umpire Fees	8,071.16	8,474.72	8,898.45	9,343.37	9,810.5
Awards	4,675.00	4,908.75	5,154.19	5,411.90	5,682.4
Player Uniforms	21,450.00	22,522.50	23,648.63	24,831.06	26,072.6
Misc. Equipment/Maintenance	5,000.00	5,250.00	5,512.50	5,788.13	6,077.5
Game Supplies	2,500.00	2,625.00	2,756.25	2,894.06	3,038.7
Field Supplies	3,000.00	3,150.00	3,307.50	3,472.88	3,646.5
Maintenance Services	130,000.00	136,500.00	143,325.00	150,491.25	158,015.8
Legal and Professional	1,500.00	1,575.00	1,653.75	1,736.44	1,823.2
Expenses Website/Marketing	800.00	840.00	882.00	926.10	972.
	1434070.00	131,702.70	130,302.03	145,511.15	134,/00.
Gross Profit	125,698.00	131,982.90	138,582.05	145,511.15	152,786.7
Total COGS	17,752.00	18,639.60	19,571.58	20,550.16	21,577.6
Materials	2,000.00	2,100.00	2,205.00	2,315.25	2,431.0
Food Costs	10,752.00 5,000.00	11,289.60 5,250.00	11,854.08 5,512.50	12,446.78 5,788.13	13,069.1 6,077.5
COGS Concession Labor	10.752.00	11 280 60	11.054.00	12 446 79	12.060.1
League Income	143,450.00	150,622.50	158,153.63	166,061.31	174,364.3
Gate from Bruins Games	2,800.00	2,940.00	3,087.00	3,241.35	3,403.4
Field Rentals	6,400.00	6,720.00	7,056.00	7,408.80	7,779.2
Advertising	3,000.00	3,150.00	3,307.50	3,472.88	3,646.
Sponsorships	10,000.00	10,500.00	11,025.00	11,576.25	12,155.0
Concessions	50,000.00	52,500.00	55,125.00	57,881.25	60,775.3
Total Fall Income	20,750.00	21,787.50	22,876.88	24,020.72	25,221.7
Softball 14U	0.00	0.00	_0.00	0.00	0.0
Softball 12U	0.00	0.00	0.00	0.00	0.0
Softball 10U	5,000.00	5,250.00	5,512.50	5,788.13	6.077.5
Softball Coach Pitch	3,500.00	3,675.00	3,858.75	4,051.69	4.254.2
Softball Modified T-Ball	3,500.00	3,675.00	3,858.75	4,051.69	4,254.2
Baseball 14U	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.0
Baseball 12U	0.00	0.00	0.00	0.00	Λ /

RFQ DEPENDENCIES

The plan prioritizes league success, increase and sustainable local tournaments, followed by the introduction of little league baseball and softball to introduce competitive options. To enable league success, the operating model and associated proforma included require services support provided by the city. A mutual goal for these services would include a phasedown of support requirements year

over year until the operating model is self-sustaining through balanced financials between all revenue streams.

Inability to receive services would deem the operational model balance sheet insolvent. Specific services required/requested per future RFQ discussions:

- <u>Required</u> Mowing and edging services outside of fence (playing surfaces out of scope) by city. To be initially agreed on from 2025-2027.
- <u>Requested</u> Electrical utilities covered by city. 2025 year only (both spring/fall season). Possible financial assistance needed in future years based on financial performance in the first year of operations.

ADJUSTED PRO FORMA

Disclaimer: The adjusted financials below reflect the impact of implementing the RFQ Dependencies outlined above, including Arrowhead Sports Group's ability to fulfill the RFQ request for capital investments in the facility.

Financials	2025	2026	2027	2028	2029
League Income	143,450.00	150,622.50	158,153.63	166,061.31	174,364.37
Total COGS	(17,752.00)	(18,639.60)	(19,571.58)	(20,550.16)	(21,577.67)
Total Expenses	(135,776.16)	(146,564.97)	(157,893.21)	(249,787.87)	(262,277.27)
Capital Improvements	0.00	(20,000.00)	(20,000.00)	(20,000.00)	(20,000.00)
Tournament Net Income	12,000.00	64,000.00	89,600.00	172,800.00	211,200.00
TOTAL NET INCOME	1,921.84	29,417.93	50,288.83	48,523.27	81,709.44

ARROWHEAD SPORTS GROUP INVESTMENT

Each partner of Arrowhead Sports Group has committed \$5,000 to the initial start-up cost totaling \$25,000 and will be held liable to share equal parts of any fiscal year deficit.

TIMELINE

Dates below are reasonable, validated estimates dependent on an expedited approval from City Council

- Feb 6, 2025 Submit RFQ
- Feb 7, 2025 Receive RFQ approval
- Feb 14, 2025 City Council approval of negotiated contract
- Feb 21, 2025 League registration opens
- Mar 31, 2025 League registration closes
- April 4, 2025 Coaches identified, teams formed, practice schedules communicated
- April 11, 2025 Game schedules communicated
- April 14, 2025 Season begins
- June 30, 2025 Season ends
- July 15, 2025 Fall league registration opens
- Aug 15, 2025 Fall league registration closes
- Sep 2, 2025 Fall league begins
- Oct 24, 2025 Fall league ends

REFERENCES

Rep. John B. Kane

District 11 Representative, Oklahoma House of Representatives Partner, Kane Cattle Company (405) 557-7358 john.kane@okhouse.gov

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