



**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, April 7, 2025
5:30 p.m.**

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

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

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Curd.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. The Invocation will be provided by Pastor Stephen Carl, First Presbyterian Church.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
 - Phillips Petroleum Company Museum Appreciation Month - April 2025
 - Public Safety TeleCommunications E911 Professionals Week - April 13-19, 2025
 - Donate Life Month - April 2025
 - Flood Awareness Month – April 2025
 - Civitan Awareness Month – April 2025
- 6. Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Bartlesville Area History Museum Trust Authority
 - One Opening on the Bartlesville Library Trust Authority
 - One opening on the Street and Traffic Committee
 - Two openings on the White Rose Cemetery Board
- 7. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of March 3, 2025.
 - ii. The Special Meeting Minutes of March 24, 2025.
 - b. Approval or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committees.**
 - i. Reappointment of Mr. Ross Pattison to an additional three-year term on the Bartlesville Library Trust Authority recommended by Councilman East.
 - ii. Reappointment of Mr. Joe Todd, Ms. Debra Cook, and Ms. Mary Beth Washington to additional three-year terms to the White Rose Cemetery Board recommended by Mayor Curd.
 - iii. Appointment of Mr. Steven Neece to a three-year term on the Park Board at the recommendation of Mayor Curd.
 - c. Approval of Resolutions**
 - i. Amending the Budget of the City of Bartlesville for Fiscal Year 2024-2025 appropriating unanticipated revenue for the Golf Course Memorial Fund.

- ii. Amending the Budget of the City of Bartlesville for Fiscal Year 2024-2025 appropriating unanticipated revenue for the CIP Sales Tax Fund (Madison Blvd. Reconstruction).
- d. Approval and Ratification of Agreements, Contracts, Engagement Letters, Leases, MOU's, and Proposals.**
- i. Annual agreement between the City of Bartlesville and Richard Kane YMCA for management and operation of Sooner and Frontier pools in the amount of \$65,500.
 - ii. Contract Amendment between the City of Bartlesville and Tyler Technologies to address Bartlesville Fire Department technology needs with an initial upfront implementation cost of \$28,538, and a recurring annual cost of \$16,009.
 - iii. Amended and Restated Subdivision Agreement between TMP Properties, LLC, City Church of Bartlesville, Inc. and the City of Bartlesville.
 - iv. Software Agreement between the City of Bartlesville and Governmentjobs.com, Inc. (dba "NEOGOV") to aid in recruiting candidates for City employment in the amount of \$15,384.00.
 - v. Professional Service Agreement with Certified Sewer Inspection, LLC for smoke testing of the Hillcrest Heights area in the amount of \$12,450.
 - vi. Professional Service Agreement with Kleinfelder, Inc. for additional geotechnical services for the Wastewater Treatment Plant Expansion Project in the amount of \$4,600.
 - vii. Lease Agreement between the Bartlesville Police Department and Grand Mental Health to lease a 2009 Chevrolet Trailblazer SUV to Grand Mental Health Crisis Intervention Response Team, Support Services Team, for daily transportation while they provide support to the police department dealing with mental health and homelessness in the community.
 - viii. Lease Agreement between the City of Bartlesville and E-Z-GO for a five-year agreement on 55 golf carts, with a cost of \$123 per month with an optional GPS system available at an additional \$43.50 per month per cart.
 - ix. Ratify the Bureau of Indian Affairs (BIA) Emergency Facilities & Land Use Agreement with the City of Bartlesville, with a revenue rate of \$270 per day.
 - x. T-Hangar/Hangar Lease Agreements between 44 hangar tenants and the City of Bartlesville/Bartlesville Municipal Airport executed to reflect a rent increase to fair market value with the addition of a CPI-U annual increase component, revenue increase of \$25,000 annually.
- e. Approval of Surplus and Transfer Agreement**
- i. Approve the 1998 Ferrara 100' ladder truck Quint 3 as surplus, and approve a transfer agreement with the City of Pawhuska and in return receive the City of Pawhuska's 2000 E-One 118' Bronto ladder truck plus the difference in value between the two trucks in the amount of \$25,000.
- f. Receipt of Bartlesville NEXT Progress Report**
- i. Bartlesville NEXT Progress Report
- g. Receipt of Financials**
- i. Interim financials for eight months ending February 28, 2025.
- h. Receipt of Bids**
- i. Bid No. 2024-2025-014 Water Plant High Service Pump VFD Replacement Project.

8. **Discuss and take possible action to award Bid No. 2024-2025-014 for the Water Plant High Service Pump VFD Replacement project. Presented by Councilman Kirkpatrick.**
9. **Discuss and take possible action to adopt new City Council meeting rules. Presented by Mike Bailey, City Manager, on behalf of the City Council.**
10. **Discuss and take possible action to regulate the use of Flock Style ALPR cameras including possible action to adopt an ordinance and/or to call an election to amend the Charter. Presented by Mike Bailey, City Manager, on behalf of the City Council.**
11. **Discuss recommendations from the Unsheltered Homeless Task Force, including proposed ordinances. Presented by Tom Gorman and Rachel Showler, Members of the Unsheltered Homeless Task Force.**
12. **Discuss and take possible action on a resolution regarding proposed State-mandated restrictions of municipal sewer sludge or biosolids disposal and the City of Bartlesville's opposition to the passing of Oklahoma Senate Bills SB003 and SB268, as well as Oklahoma House Bill HB1726. Presented by Terry Lauritsen, Director of Water Utilities.**
13. **Discuss and take possible action to direct staff to publish notice of a petition by Dinner Out LLC, requesting annexation of a 27.015-acre +/- tract of land to be zoned M-2 General Industrial/PUD, said tract of land described as a part of the Southwest Quarter of the Southwest Quarter of Section 3, Township 26 North, Range 12 East of the Indian Base and Meridian, Osage County, Oklahoma (former Siemens facility). Presented by Larry Curtis, Director of Community Development.**
14. **Discuss and take possible action to create a K-9 Unit Retirement Subsidy Program. Presented by Mayor Curd and Vice Mayor Dorsey.**
15. **New Business.**
16. **City Manager and Staff Reports.**
17. **City Council Comments and Inquiries.**
18. **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 Thursday, April 3, 2025.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

City of Bartlesville Website: <https://www.cityofbartlesville.org/city-government/city-council/meeting-agendas/>

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.



Official Proclamation

Phillips Petroleum Company Museum Appreciation Month April 2025

WHEREAS, The Phillips Petroleum Company Museum has served as a tribute to the Company's legacy in the oil and gas industry since its opening in 2007; and

WHEREAS, the Museum highlights the rich history of Frank Phillips, the company's founder, and the role Phillips 66 has played in energy innovation; and

WHEREAS, during this time, the beautiful and relaxed setting of the Museum allowed people from around the world to enjoy artifacts of a by-gone era that formed the Company and the surrounding communities of Bartlesville and Dewey; and

WHEREAS, due to the continued generosity of Phillips 66, following the Museum's closing on April 30, 2025, vital artifacts will be transferred to Woolaroc Museum & Wildlife Preserve, the ranch retreat of Mr. Phillips; and

WHEREAS, the artifacts of this cherished history will have a home that will ensure Mr. Phillips' and Phillips Petroleum Company's historic legacy; and

WHEREAS, City of Bartlesville Officials and citizens wish to recognize and appreciate Phillips 66 and its management for providing the Museum for many years and ensuring the artifacts have a proper home for generations to come.

NOW THEREFORE, the Bartlesville City Council, do hereby officially proclaim the month of April 2025 as Phillips Petroleum Museum Appreciation Month, and encourage everyone to visit the Museum on Friday and Saturday through the month of April.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 7th day of April, in the year of our Lord two thousand and twenty-five.

James S. Curd, Jr., Mayor



Official Proclamation

Public Safety TeleCommunications E911 Professionals Week April 13 – 19, 2025

WHEREAS, the Congress of the United States has established the second full week of April each year as National Public Safety Telecommunicators Week; and

WHEREAS, when an emergency occurs, the prompt response of law enforcement, fire fighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the communication centers; and

WHEREAS, public safety telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, public safety telecommunicators are the single vital link for our law enforcement, firefighters and paramedics in monitoring their activities by radio, providing them information and ensuring their safety and appropriate response; and

WHEREAS, our public safety telecommunicators have exhibited compassion, understanding and professionalism during the performance of their duties in this past year;

NOW, THEREFORE, be it resolved that the Bartlesville City Council hereby proclaims the week of April 13-19, 2025, as “National Public Safety Telecommunicators Week” and join in honoring the men and women whose diligence and professionalism keep our citizens safe.

IN WITNESS WHEREOF, we here unto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma to be affixed this 7th day of April, in the year of our Lord Two Thousand and Twenty-five.

James S. Curd, Jr., Mayor and Ward 3



Official Proclamation

Donate Life Month – April 2025

WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

WHEREAS, approximately 645 Oklahomans received a life-saving or enhancing organ transplant last year, and

WHEREAS, a new patient is added to the national patient transplant list every 8 minutes, and

WHEREAS, over 100,000 men, women, and children are currently on the national waiting list for organ transplantation, with more than 600 in the Oklahoma; and

WHEREAS, an average of 17 people died each day last year awaiting an organ transplant that did not come in time; and

WHEREAS, Oklahoma has a registry system allowing all residents to register their wish to save lives through organ and tissue donation at registerme.org/campaign/btph or by calling toll-free 1-888-580-5680 or have a heart put on their driver's license; and

WHEREAS, the LifeShare Network is the nonprofit organization formed to educate Oklahoma residents about donation, increase the number of registered organ donors and eliminate barriers to donation; and

WHEREAS, the State supports this organization's life-saving mission; and

WHEREAS, everyone is a potential organ, eye, and tissue donor,

NOW THEREFORE, the Bartlesville City Council does hereby officially proclaim the month of April 2025 as "Donate Life Month" to honor all those who have made the decision to donate life, to focus attention on the extreme need for donation and to encourage all Oklahoma residents to register their wish to be organ, eye, and tissue donor.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 7th day of April, in the year of our Lord two thousand and twenty-five.

James S. Curd, Jr., Mayor



Official Proclamation
Flood Awareness Month – April 2025

WHEREAS, flooding causes more than \$2 billion in property damage and numerous deaths each year in the United States, including many Oklahomans who lose their lives by driving into dangerous floodwaters; and

WHEREAS, for their own benefit, the citizens of Bartlesville must be constantly reminded of the various flood safety procedures required to protect their lives and livelihoods; and

WHEREAS, the citizens of Bartlesville should be made aware of the importance of mitigating flood hazards; and

WHEREAS, the citizens of Bartlesville must assure that their activities in the floodplain will create no adverse impacts on their neighbors or the community; and

WHEREAS, the citizens of Bartlesville should be made aware of the natural functions of floodplains and the need for floodplain preservation and restoration.

NOW THEREFORE, the Bartlesville City Council does hereby officially proclaim April, 2025 as “Flood Awareness Month” in the City of Bartlesville.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 7th day of April, in the year of our Lord two thousand and twenty-five.

James S. Curd, Jr., Mayor



Official Proclamation

Civitan Awareness Month
April 2025

Whereas, Civitan International was founded in 1917 in Birmingham, Alabama; and

Whereas, the over 40,000 members in over 1,300 clubs worldwide work together to make their communities better places; and

Whereas, Civitan has contributed millions of dollars and volunteer hours to help people with developmental disabilities; and

Whereas, Club projects provide citizens with meaningful involvement in their communities; and

Whereas, Civitan promotes good citizenship and emphasizes its responsibilities; and

Whereas, Civitan is recognized for its support of research and treatment of developmental disabilities through its funding of the Civitan International Research Center; and

Whereas, the Bartlesville Civitan Club embodies the ideals of Civitan in our own community;

NOW, THEREFORE, The City Council of the City of Bartlesville, does hereby proclaim the month of April 2025 as Civitan Awareness Month in Bartlesville, and in so doing, urge all citizens to actively support and take pride in the worthwhile efforts of this international service organization and in the work of Civitan's in our community.

IN WITNESS WHEREOF, we hereunto set our hands and caused the Official Seal of the City of Bartlesville, Oklahoma, to be affixed this 7th day of April, in the year of our Lord two thousand and twenty-five.

James S. Curd. Jr., Mayor



**MINUTES OF THE
REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**

Monday, March 3, 2025

5:30 p.m.

James S. Curd, Jr., Mayor

918-338-4282

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

MINUTES

(The Notice of Meeting was posted December 15, 2024 and the Agenda was posted February 25, 2025 at 5:30 p.m.)

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

City staff in attendance was Mike Bailey, City Manager; Laura Sanders, Assistant City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Fire Chief H.C. Call; Larry Curtis, Director of Community Development; Robin Betts, Director of H.R.; Kiley Roberson, Director of the Library and History Museum; Police Chief Kevin Ickleberry; Deputy Police Chiefs Troy Newell and Andrew Ward; Police Captain Elkins; Corporal Nick Gonzales; 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 Pastor Chuck McCarthy, The Bible Church.**
- 4. Citizens to be heard.**

Sarah Burnett thanked the Council for allowing public comments. She added that since there was not a report included in the packet on Item 11, that Council should table approval until they and citizens can review the requested action.

Joel Rabin commented on the City's Attorney's meeting with the Oklahoma Department of Library Director, and on the City Attorney's conversation with his own attorney regarding drag queen litigation.

- 5. City Council Announcements and Proclamations.**

There were no announcement or proclamations.

- 6. Authorities, Boards, Commissions and Committee Openings**

- One opening on the Park Board
- One opening on the Street and Traffic Committee
- One opening on the White Rose Cemetery Board

Mayor Curd read the openings. Citizens who want to volunteer on City Committees can find applications at www.cityofbartlesville.org or at City Hall in the City Manager's Office.

7. Consent Docket

a. Approval of Minutes

- i. The Regular Meeting Minutes of February 3, 2025.
- ii. The Special Meeting Minutes of February 21, 2025
- iii. The Special Meeting Minutes of February 24, 2025.

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

- i. Appointment of Mr. Dennis Halpin as the Visit Bartlesville Representative on the Bartlesville Film Authority at the recommendation of Mayor Curd.

c. Approval of Resolutions

- i. Amending the Budget of the City of Bartlesville for Fiscal Year 2024-2025 appropriating donation funds for the Golf Course Memorial Fund.

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

- i. Software License Agreement between Springshare, LLC and Bartlesville Public Library/City of Bartlesville for Fiscal Year 2025 to assist staff in managing the library's multiple meeting rooms and study spaces, and allow library users to request reservations online, in the amount of \$2,999.00.
- ii. Contract renewal with BTC Broadband and Bartlesville Public Library/City of Bartlesville for internet services, paid for by Federal and State funding with zero cost to the Library/City.
- iii. Professional Services Contract with Brown Engineers for the high service pump variable frequency drive replacement at the Water Treatment Plant, in the amount of \$40,000.
- iv. OEM/911 Management Authority Grant Agreement between the State of Oklahoma and City of Bartlesville including all required documents to access and manage funds, for the purpose of updating the GIS Public Safety Mapping System.

e. Approval of Retirement, Surplus and Donation

- i. Retire, surplus and donate K-9 Atlas to his police officer handler, Nicholas Gonzalez, allowed pursuant to Oklahoma State Title 70 3311: B.

f. Receipt of Bartlesville NEXT Progress Report

- i. Bartlesville NEXT Progress Report – January 2025

g. Receipt of Financials

- i. Interim financials for seven months ending January 31, 2025.

h. Receipt of Bids

- i. Bid No. 2024-2025-012 for Reconstruction of Yale Drive from E. Frank Phillips Blvd. to SE Adams Blvd.
- ii. Bid No. 2024-2025-013 for Madison Boulevard Reconstruction from Tuxedo to Water Tower.

Mayor Curd read the Consent Docket in its entirety. Mayor Curd pulled Item 7.e.i. and Mr. Kirkpatrick pulled Item 7.d.iv. for further discussion.

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

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

Voting Nay: None

Motion: Passed

7. e. Approval of Retirement, Surplus and Donation

- i. Retire, surplus and donate K-9 Atlas to his police officer handler, Nicholas Gonzalez, allowed pursuant to Oklahoma State Title 70 3311: B.

Mayor Curd commented on how he was opposed to using the term “surplus” when referencing Atlas, although the terminology is legally required. He added that he was honored that Atlas was attending the meeting tonight and that he going to be retired to his handler. Deputy Police Chief Newell provided information that dogs retire between eight to 10 years old, and Atlas is 11 years old. There is another dog ready to go that is an English Springer Spaniel, named Bodie.

d. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU’s, and Proposals.

- iv. OEM/911 Management Authority Grant Agreement between the State of Oklahoma and City of Bartlesville including all required documents to access and manage funds, for the purpose of updating the GIS Public Safety Mapping System.

Mr. Kirkpatrick inquired if this is an overlay to what we already have or a secondary system for emergency management. Mr. Baily responded that the City partners with Washington County on this, and the grant is passed through the City. It is a precise address point data mapping system.

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

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. 2024-2025-012 for Reconstruction of Yale Drive from E. Frank Phillips Blvd. to SE Adams Blvd. Presented by Vice Mayor Dorsey.

Vice Mayor Dorsey moved to award Bid No. 2024-2025-012 to KSL Dirtworks, LLC in the amount of \$572,306.06, seconded by Mr. East.

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. 2024-2025-013 for Madison Boulevard Reconstruction from Tuxedo to Water Tower. Presented by Vice Mayor Dorsey.

Vice Mayor Dorsey moved to award Bid No. 2024-2025-013 to KSL Dirtworks, LLC in the amount of \$1,080,345.43, seconded by Mr. Kirkpatrick.

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

Voting Nay: None

Motion: Passed

Prior to opening Item 10 and 11, Mr. Bailey explained why there were no “staff” reports provided in the packet prior to the meeting on these two items. He explained that the Unsheltered Homeless Task Force members are volunteers and not required to provide information prior to the meeting, like City staff is requested to provide. He added that the BDA had met so closely to the packet deadline that there was limited time to put a report together. He added that although they are not required to do so since they are not City employees, they often provide it when there is ample time to prepare one. He concluded that the public is welcome to attend the BDA meetings and would provide information upon request.

10. Update from the Unsheltered Homeless Task Force. Presented by Tom Gorman and Rachel Showler, Task Force Members.

Task Force member Rachel Showler of Grand Mental Health reported that Task Force members have met three times to-date and that the assignment of the Task Force is to focus on and reduce the number of local unsheltered individuals in Bartlesville. They began by identifying the difference between an unsheltered person and a homeless person. She explained that homeless does not necessarily mean unsheltered, it means a person does not have a permanent residence or address, but could be couch surfing or living with friends, living in a motel and so on. Unsheltered means a person could be living in a tent, a car or a makeshift, outdoor structure. Information compiled by Bartlesville Police Department Crisis Intervention Teams, which pair a BPD officer and Grand Mental Health worker, indicates there are approximately 58 unsheltered individuals residing within the city limits, though Ms. Showler says the number could exceed 100 if including unsheltered people just outside the city limits. She continued reporting that despite rumors to the contrary, the vast majority of unsheltered people in Bartlesville are from Bartlesville, with 24% from nearby areas such as Oklahoma City, Kansas, Copan, Dewey, Enid, Osage County, Nowata and Vinita. Additional statistics indicate 45 of the 58 are male, while 13 are female. Six percent have lived in Bartlesville 20 years or more, 24 percent have lived in Bartlesville 10-20 years, 27 percent for three to 10 years, and three percent have lived in Bartlesville less than a year. She continued reporting that local non-profits serving the unsheltered population, which include those in the city limits and those just outside it, show that nearly 65,000 free meals were served by Agape Mission in 2024, while nearly 6,000 have been served so far this year. B the Light Mission has provided temporary shelter for 111 individuals this year alone.

Showler reported that the Task Force is discussing potential ordinances relating to the issue and reviewing case studies from other towns that have experienced similar problems, such as from Austin, Texas, and Grants Pass, Oregon, specifically. The Task Force will continue to gather and review data and discuss potential future action for the

council to consider at a future date and is expected to update the council every other month.

Mr. Kirkpatrick who serves on the Task Force along with Mr. East, commented that there is a regular story that goes around every time it gets cold that somebody is bussing people in to live here, but 51% of the people who are currently living unsheltered in Bartlesville have been here between three and 20 years, and another 40% have lived in Bartlesville from one to three years. So, he continued, 91% of the people who are currently living outside have lived here at least a year, and most of them for three years or more. They are not outsiders being shipped here and, he commented, it was an a-ha moment for the Task Force to realize this statistic. Mr. Bailey reported that has met with the CEO of Grand Mental Health, Josh Cantwell, personally and additionally, he and Mr. Cantwell had lunch and a tour with Mr. and Ms. McPhail, with B the Light Mission. Mr. Bailey and Mr. East both commented on the cooperation of all parties who have come together on this Task Force.

Mayor Curd thanked Ms. Showler for her report and for the work the Task Force is accomplishing.

- 11. Discuss and take possible action on a request from the Bartlesville Development Authority to transfer approximately 15 acres in the Bartlesville Industrial Park, Section I, Tract 23, to the BDA for the construction of a 20,000 sq. ft. industrial speculative building. Presented by Chris Batchelder, Bartlesville Development Authority Vice President of Business Development.**

Mr. Batchelder began by providing some background on the Bartlesville Development Authority (BDA). He then reported that the BDA is set to move forward with construction on a 20,000-square-foot speculative building at the Bartlesville Industrial Park. The project provides for expansion by Phillips Precision Machine (PPM), which has been located at the industrial park since its last expansion, in 2019. He reported that PPM has been a great partner and are continuing to grow need more space. They currently have 45 employees and could probably double that and still be lagging on work, so they are ready for another expansion. The transfer of the 15 acres to the BDA for development will be split into three five-acre parcels, with at least one-third of the northern-most parcel to accommodate the PPM expansion and the southern-most parcel planned for the speculative building. Mr. Batchelder reported that companies often choose locations based on the facilities available, as they often require specific ceiling height or other structural specifications. Batchelder said BDA worked with a commercial real estate company to better identify what companies are looking for nationwide. In all, the transfer will provide upwards of 80,000 square feet of industrial space, and will allow attention and recruitment of a lot of different industries. Construction on the spec building could start as early as late spring, after bids are approved by the BDA Board of Trustees.

Discussion covered criteria for use of the facilities; recruitment of business and how that transpires; recruitment of employees; local citizens employment opportunities; the success of the standardized recruitment package developed by BDA President, David Wood and how the package was developed; training and education partners for industries with Oklahoma State University and Tri County Tech; how the incentives are funded; and how the BDA is required to be the owner of the property in order to build to recruit and incentive a business.

Mr. Kirkpatrick moved to approve the transfer of approximately 15 acres in the Bartlesville Industrial Park, Section I, Tract 23 to the Bartlesville Development Authority as presented, seconded by Vice Mayor Dorsey.

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

Voting Nay: None

Motion: Passed

12. New Business

There was no new business.

13. City Manager and Staff Reports.

Mr. Bailey reminded the Council of the three remaining workshops over the next three months. The March 24 workshop about NEXT, Strategic Plan Update, will be moderated by Lori Mueller with OMAG People & Culture Manager and Justin Battles, Assistant City Manager of Mustang, Oklahoma and OMAG Board Member. The April 28 workshop will be a review of the City's budget and process; and the May 19 workshop will be a review of the Endeavor 2050 Comprehensive Plan and Capital Elections. Mr. Bailey added that workshops are special meetings and other items may be added for discussion or review at City staff's discretion.

Mr. Bailey also reported that the City will hold an auction on March 8 at the Operations Center beginning at 10 a.m.; Johnstone Park is closed while the roadway and parking lots are being resurfaced; and applications are being taken at this time for sidewalk grants.

Referring to the last workshop discussion topic, citizen initiative elections, Mr. Kane provided information he found to-date and stated that a memorandum to the Council will be forthcoming. A brief discussion was held on the Charter information for citizen initiative elections.

Mr. Bailey also reported that he working on a draft of City Council Rules of Conduct that was discussed at the previous workshop as well. He will send out a draft as soon as he has it finished.

14. City Council Comments and Inquiries.

Mr. Kirkpatrick had a question about the sidewalk program, to which Mr. Bailey responded that he would have Larry Curtis provide the information to him.

Mr. East inquired if there was a workshop on April 17, as he had that marked in his calendar. Mr. Bailey stated that was not aware of anything scheduled for that day.

15. There being no further business to address, Mayor Curd adjourned the meeting at 6:57 p.m.

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk



First Floor Conference Room, City Hall
401 S. Johnstone Avenue
Bartlesville, OK 74003

**MINUTES OF
SPECIAL WORKSHOP MEETING
OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, March 24, 2025
5:30 p.m.**

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

MINUTES

(The Notice of Meeting and Agenda was posted at 5:30 p.m. March 20, 2025)

City Council members present were Mayor James S. Curd, Jr., Vice Mayor Trevor Dorsey (arriving at 5:45 p.m.), and Council Members Aaron Kirkpatrick, Larry East and Tim Sherrick.

City staff present were Mike Bailey, City Manager, Laura Sanders, Assistant City Manager, Jess Kane, City Attorney, Jason Muninger, CFO/City Clerk, Terry Lauritsen, Director of Water Utilities, Micah Siemers, Director of Engineering, Kelli Williams, Chief Communications Officer, Matt McCollough, IT Director, Police Chief Kevin Ickleberry, Deputy Police Chief Andrew Ward, Fire Chief H.C. Call, and Elaine Banes, Executive Assistant.

- 1. The Special Workshop Meeting of the Bartlesville City Council was called to order by Mayor Curd at 5:30 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. The invocation was provided by Mr. Kirkpatrick.**
- 4. Citizens to be heard.**

There were no citizens to be heard.

- 5. Conduct Bartlesville City Council strategic planning session. Presented by Lori Mueller, People and Culture Program Manager for OMAG and Justin Battles, Assistant City Manager of Mustang.**

Ms. Mueller and Mr. Battles facilitated three hours of exercises in order to ascertain the Council's individual and collective goals about the direction of the community and organization. The intent of the session was to lead to a consensus of the Council's top priorities. The PowerPoint used in the session is attached to these minutes. Good discussion, ideas and goals for the future ensued. Through one exercise it was determined that the top three goals among the five Council members were to be advocates, trustees and to be strategic. Their mission after discussion and another exercise was potentially to "be united in our dedication and deep commitment to Bartlesville, focused on enhancing public service, crafting our unique identity, and working to make it a thriving community for all." This is not final and is up for further discussion, and adoption through resolution.

Current challenges reviewed included the need for effective communication and alignment among decision-makers, the impacts of intense government debates on local recruitment and business climates, and obstacles like bureaucratic obstructions and a lack of consensus in the City's vision.

In another exercise, a vision for the Council was discussed that resulted in considerations for water security, unique identity including things the Council does not want to see changed, growth derived by people moving here because they want to be like Bartlesville and assimilate new growth into the unique culture while allowing newcomers to influence the unique identity. They discussed how to achieve this vision resulting in:

1. Development and Economic Growth
 - Diversification of economy – attract a variety of businesses like data analytics, aviation, solopreneurs (available high-speed internet, coop workspace, shared passions)
 - Available housing, including rental property, condos, and homes for purchase
 - New businesses and quality jobs
 - Tap into growth potential of existing businesses
 - Grow restaurants and retail
2. Community Cohesion and Identity
 - Culture of volunteerism and service
 - Classic Americana identity
 - “Only in Bartlesville” identity (ie. Kiddie Park, Frank & Lolas)
3. Improvements in Quality of Life and Services
 - Continue investing in parks and recreation
 - Maintain quantity and quality of water supply
 - Grow popular restaurants and retail
 - Foster an environment where freedoms are not infringed upon

Additionally, an exercise for a 2035 and 2055 vision for Bartlesville resulted in:

2055 –

- Bartlesville is known for being the most constitutionally sound and fiscally secure city in Oklahoma
- Council approves new strategy
- Bartlesville is the “Best Place to Live in Oklahoma”
- Bartlesville continues to thrive and has pinpointed our “secret sauce”
- The economy is strong
- Population has reached 50,000

2035 -

- Council approves state-of-the-art water purification technology
- Bartlesville secures additional water rights
- Population has reached 50,000
- Optimistic economic environment (no more fear of Phillips moving to Houston)
- Reinvigorated west side
- Regional reputation as a great place to live and visit
- Pathfinder is available in all regions
- Family-friendly place to live, work, and play

Concluding the session, Ms. Mueller stated that she would compile the information and provide it back to the City Council and City management in one document to review, discuss, and amend and/or approve in a future Council meeting.

Mayor Curd thanked Ms. Mueller and Mr. Battles for their time and facilitation of the meeting.

- 6. There being no further business to conduct, Mayor Curd adjourned the meeting at 8:32 p.m.**

James S. Curd, Jr., Mayor

Jason Muninger, CFO/City Clerk



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

City Council consideration for the reappointment of Ross Pattison to the Bartlesville Library Trust Authority

II. STAFF COMMENTS AND ANALYSIS

I would like to recommend the reappointment of Mr. Pattison to the Library Trust Authority Board. He is a valued resource for the BLTA and its Investment Committee.

IV. RECOMMENDED ACTION

Councilmember East and I recommend the reappointment of Ross Pattison to the Bartlesville Library Trust Authority.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to reappoint Joe Todd to a second term on the White Rose Cemetery Board. Mr. Todd's first term expires on April 2025.

Discuss and take action to reappoint Debra Cook to a second term on the White Rose Cemetery Board. Ms. Cook's first term expires on April 2025.

Discuss and take action to reappoint Mary Beth Washington to her first term on the White Rose Cemetery Board. Mrs. Washington has been filling a temporary vacancy on the board that expires on April 2025.

II. STAFF COMMENTS AND ANALYSIS

All three members are current active members of the White Rose Cemetery Board. They have proven to valuable, vested members.

III. RECOMMENDED ACTION

Staff recommends the reappointment of all three applicants to the White Rose Cemetery Board.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action on the appointment of Mr. Steven Neece to the Park Board.

Attachments:

Application – Steven Neece

II. STAFF COMMENTS AND ANALYSIS

Gretchen Wendtland's term on the Park Board ended January 2025, leaving an opening for a new member. Steven Neece has expressed interest in serving on the Park Board. He is an advocate for local parks and has been involved with the Cooper Dog Park for several years, including serving on its board.

III. RECOMMENDED ACTION

Approve the appointment of Mr. Steven Neece to the Park Board for a three-year term to end April 2028.

Elaine Banes

From: ian@bitbrilliant.com
Sent: Wednesday, April 26, 2023 7:28 PM
To: Elaine Banes
Subject: New submission from Application for City Boards, Commissions, Committees & Trust Authorities



cc: Larry Curtis
Shay Collins
Keith Harty
Bobby Robinson
Jim Coard Jr

CAUTION: External Source. THINK BEFORE YOU CLICK!

Please check the ones you wish to serve on:

- Park Board

Name

Steven Neece

Address

5927 Martin Lane
Bartlesville, Ok 74006
[Map It](#)

Cell Phone

(918) 214-6377

Email

Tmun79@aol.com

Ward Number

1

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

Retired from US Postal Service.
Twenty years on OK Federal Credit Union board, Board member of Cooper Dog Park

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

My community involvement has been sporadic. I spent years coaching little league when the kids were younger. Now my involvement has centered at the dog park, trying to improve what I believe is a necessary area for local residents and people traveling through the area

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

Being involved at the dog park, I hear constantly from people new to the area how impressed they are with the dog park in particular and the parks in general. I believe that our park system is a tremendous asset when new people are looking at making Bartlesville their new home.

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 Golf Course.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2024-2025. Appropriating unanticipated revenue for the Golf Course.

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville sold 42 golf carts for the amount of \$86,800. These funds must be appropriated prior to their expense. These funds will be used to help offset the new golf cart lease expense.

III. BUDGET IMPACT

Budgetary impact nets zero, \$86,800 increase in revenue and \$86,800 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2024–2025, APPROPRIATING UNBUDGETED REVENUE FOR THE GOLF COURSE MEMORIAL FUND.

WHEREAS, THE City of Bartlesville has received unanticipated revenue in the amount of \$86,800; and

WHEREAS, the City of Bartlesville needs to appropriate \$86,800 of these revenues prior to their expenditure;

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

The Pro Shop Dept (446) of the Adams Golf Course Fund (513) shall be increased as follows:

Other Services (52510)	\$ 86,800
------------------------	-----------

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

Mayor

Attest:

City Clerk

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 Madison Blvd Recon.

Attachments:

A resolution amending the Budget for the City of Bartlesville for fiscal year 2024-2025. Appropriating unanticipated revenue for the Madison Blvd Recon.

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has received a pledge from the Delaware Tribe that they will help contribute to the Madison Blvd Recon project. These funds must be appropriated prior to their expense.

III. BUDGET IMPACT

Budgetary impact nets zero, \$540,172.72 increase in revenue and \$540,174.72 increase in expenditure.

IV. RECOMMENDED ACTION

Staff Recommends approval of resolution to appropriate funds.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2024-2025, APPROPRIATING UNBUDGETED REVENUE FOR THE CIP SALES TAX FUND.

WHEREAS, THE City of Bartlesville has received unanticipated revenue in the amount of \$540,172.72; and

WHEREAS, the City of Bartlesville needs to appropriate \$540,172.72 of these revenues prior to their expenditure;

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

The Street Dept (328) of the CIP Sales Tax Fund (449) shall be increased as follows:

Other Improvements (55930)	\$ 540,172.72
----------------------------	---------------

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

Mayor

Attest:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the annual agreement between the City and Richard Kane YMCA, for the management and operation of Sooner and Frontier pools.

Attachments:

- A. 2025 pool agreement between the City and Richard Kane YMCA

II. STAFF COMMENTS AND ANALYSIS

This is an annual agreement between the City and Richard Kane YMCA. Terms and conditions are agreeable with both parties.

III. RECOMMENDED ACTION

Staff recommends the approval of the 2025 pool management agreement between the City and Richard Kane YMCA as presented.

2025 MANAGEMENT AGREEMENT FOR THE CITY OF BARTLESVILLE SWIMMING POOL FACILITIES

THIS AGREEMENT made and entered into this **1st day of April, 2025** by and between the **City of Bartlesville** (“City”), a municipal Corporation and the **Richard Kane YMCA** (“YMCA”).

WITNESSETH:

The City, finding it to be in the best interests to do so, does hereby contract with the YMCA, for a term beginning on the 24th day of May, 2025, and ending at the close of business on the 10th day of August, 2025, for the management of its daily operations at Frontier Pool, located at 312 SW Virginia Avenue, and Sooner Pool, located at 420 SE Madison Boulevard, in the City of Bartlesville, Washington County, Oklahoma (hereinafter collectively referred to as “swimming pools”) upon the following terms and conditions:

1. The parties acknowledge that the YMCA is an independent contractor and is not an agent, or employee of the City in its performance of duties which it hereby assumes.
2. The YMCA shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the City.
3. The City will pay a Management Fee of \$65,500 to the YMCA. This fee shall be paid in five equal payments of \$13,100 on the first days of May, June, July, August with the final payment following final inspection by the City and submission of the year end reports from the YMCA, no later than 30 days following the completion of this agreement.
4. The Management Fee shall constitute all payment for any administrative time or other overhead costs directly or indirectly related to the management and operation of the swimming pools. The YMCA shall collect and keep all revenues collected for managing the daily operations and pay all expenses associated with managing the operations unless specifically outlined herein.
5. Access and entry into the swimming pool shall be open to the general public and shall be available to any person whomsoever; however, the YMCA may deny admittance to any person for disciplinary reasons.
6. The 2025 season shall be daily commencing the Saturday, May 24, 2025 no later than 12:00 noon and run through Sunday, August 10, 2025 at 6:00 p.m. The YMCA may close the pools if there is a threat to the safety or welfare of the pool guests which may result from (without limitation) inclement weather, water sanitation or water quality, or power outages, or other safety or security related issues. In the event of such closing, the parties agree that there is no cause to credit any portion of the management fee paid by the City, except as allowed in Paragraph 16(F) below.

7. Daily operation of the swimming pools shall include minimum daily hours of 12:00 noon to 6:00 pm for general open swim use. Other times of the operational day may be used for scheduled private pool parties, swim team practices and meets, and approved YMCA swim lessons, programs or other activities, as well as the times necessary for the maintenance of the swimming pools and appurtenant structures.
8. The splash pad at Sooner Swimming Pool shall always remain open to the public without charge. The reservation of the splash pad for a private party is not permitted.
9. Maximum fees for the 2025 season shall be as follows:
 - A. Daily Rates:
 - a. \$2.00 per person 6 and under
 - b. \$4.00 per person 7 and up
 - c. \$3.00 per person group rate with prior notice
 - B. Rentals:
 - a. \$400.00 for two-hour private pool parties scheduled in the evening hours. An additional fee of \$50.00 per 50 people larger than 150.
 - b. \$30.00 for Outdoor Pavilions for 1 hour scheduled during open swim
 - c. \$30.00 for Splash Pad Shelter for 1 hour scheduled during open swim
10. The City shall have access, at all times, to all records related to any pool operations, including but not limited to pool testing results, lifeguard certifications, in-service training records, or any other documents related to the operation of the swimming pools.
11. Requests for repairs or other maintenance issues that are not reasonably made by the YMCA shall be made to the City via email or telephone to Keith Henry at kbhenry@cityofbartlesville.org, (918-338-4403) or to others as designated. The City will promptly make any necessary repairs or replacement of items as soon as the request is received. Any non-emergency requests made after normal operating hours of City Hall, or requests for service that fall under the scope of the YMCA's responsibility shall be reimbursed by the YMCA to the City at the current rate of each employee utilized in the repair process plus administrative expenses.
12. Any damage, theft or other destruction caused by the negligence of YMCA employees shall be replaced or repaired at the YMCA's sole expense.
13. No locks may be added or changed, and the security alarm shall not be altered, without the prior consent of the City.
14. The City reserves the right to enter the swimming pools at any time to inspect, repair, and maintain them, as necessary.

15. If the YMCA is interested in managing the swimming pools in years after the year 2025, it shall notify the City, in writing, no later than November 1st of said interest and said statement of interest shall be considered by the City.
16. The YMCA shall have the following duties, which shall be done and accomplished at its cost during the term of this Lease Agreement:
 - A. By October 1, 2025, the YMCA shall supply to the City an end-of-season report detailing all programs offered at the pool and the participation in those programs, a report of daily attendance figures, including a detail of the number of cash patrons for both day and evening sessions and a detailed statement of revenues and expenses for the pools during the term hereof.
 - B. Furnish on or before the beginning of the term hereof, the following information that shall be approved by the City:
 1. A written Emergency Action Plan.
 2. A written Lifeguard Plan; which will set out the number of lifeguards it will have on duty per number of patrons.
 3. A written copy of the Pool Rules and Conduct.
 4. Proof of proper certifications for all staff required to have such training and certification prior to beginning of said duties.
 - C. To hire and supervise all staff in accordance with applicable State and Federal employment laws. Ensure all staff is properly certified and trained prior to beginning their duties, including lifeguard certification, first aid, CPR and AED training. During the term of this agreement, YMCA shall provide one Certified Pool Operator (CPO) to oversee the operation of both pools.
 - D. To pay all staffing costs, i.e. salaries, withholding and employment taxes and worker's compensation insurance costs.
 - E. To test the water in the pools no less than three (3) times daily when the pool is open as follows: before any programs begin in the morning, mid-afternoon and before evening sessions. The City shall always have access to testing results.
 - F. To maintain the swimming pools in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State and Federal Government and accepted pool standards. This includes ordering chemicals as needed and maintained required chemical levels at all times.
 - G. To maintain the pool deck in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government.
 - H. To maintain the bathhouse areas in their entirety including the entrances, restroom areas, office areas and concession areas, in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government. This includes disposing of trash from the bathhouse, pool deck, and bathrooms at the trash dumpster set on-site by the City.
 - I. To regularly inspect and notify the City of any deficiencies or other safety issues observed requiring attention. Some items may include, but not limited to guard stands, and diving boards, including the steps, all plumbing fixtures, pool decks, doors, fences, and other such pool or bathhouse features.

- J. During the term of this agreement, the YMCA agrees to provide and keep in full force and effect the following insurance coverages in the following minimum amounts:
- **Comprehensive General Liability:** Minimum limit \$1,000,000 combined single limit for bodily injury and property damage per occurrence.
 - **Worker's Compensation:** Statutory requirements.
 - **Employers' Liability:** \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit.

Further, the YMCA agrees to assume any financial obligation resulting from any claim settlement and related fees which originated due to the negligence of the YMCA's staff originating from the operation of the City's swimming pools.

17. The City shall have the following duties, which shall be done and accomplished at its cost during the term of this Lease Agreement:

- A. To repair pumps, filters, gauges, and plumbing associated with the operation of the pool.
- B. To provide water, electricity, gas, telephone, and security services for the normal daily operation of the swimming pool as well as the necessary pool chemicals.
- C. To provide trash removal service by means of collection of a trash dumpster set on-site.
- D. To provide grass mowing services around the pool bathhouse and facility.
- E. To provide materials and safety equipment that are needed for safe operation of the pools.
- F. To make necessary structural repairs to the shell of the bathhouses, pool decks, grounds and any apparatuses associated with the operation of the pools and pool features such as diving boards, steps, and plumbing fixtures.
- G. If either pool is closed for more than ninety-six (96) hours straight due to structural deficiencies, weather or natural disasters, chemical deficiencies, or water emergency, the City shall deduct \$500 for each twenty-four (24) hour period from the management fee.
- H. During the term of this agreement, the City of Bartlesville agrees to provide and keep in full force and effect the following insurance coverages in the following minimum amounts:
 - **Comprehensive General Liability:** Minimum limit \$2,000,000 combined single limit for bodily injury and property damage per occurrence.
 - **Workers' Compensation:** Statutory requirements.
 - **Employers' Liability:** \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit.

Further, the City of Bartlesville agrees to assume any financial obligation resulting from any claim settlement and related fees which originated due to the negligence of the City of Bartlesville's staff originating from the operation of the City's swimming pools.

- I. The City will provide the YMCA for its use on the premises the items listed in Exhibit "A" and attached hereto. Said items will be inspected and condition noted by representatives of both parties before the beginning of the contract term and a final inspection at the end of the contract term. Any item that is missing, damaged or deteriorated more than would be expected by the season's normal use will be repaired or replaced at the sole expense of the YMCA.

18. The Lease Agreement is binding on the parties, hereto, their heirs, executors, administrators, or assigns. All signatories to this Agreement warrant that the execution of this Agreement on behalf of the Bartlesville YMCA and City of Bartlesville has been duly authorized and approved by the appropriate governing bodies of each entity.
19. The parties to this Agreement do not condone discrimination with regard to race, color, national origin, religion, sex, age, disability or veteran status in the programs or activities in which they operate.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and first above written.

City of Bartlesville, Oklahoma

By: _____
Mike Bailey, City Manager

Richard Kane YMCA

By: _____
Robert Phillips, CEO

Exhibit "A"
Equipment and Supplies At Each Pool

Safety Equipment:

- Rescue tube (one per lifeguard)
- Backboard with appropriate securing materials (3 straps/head immobilizer)
- Umbrella for lifeguard stand (one per stand)
- Ring buoy and Line
- Shepherds Crook
- Fiberglass Reach Pole
- First aid kit meeting OSHA standards
- AED
- Blood-borne pathogens kit
- Dust masks
- Safety goggles
- Rubber gloves
- Fire extinguisher
- Eye wash station
- Test kits
- Other lifeguard training materials as may be available

Maintenance Equipment and Supplies:

- Commercial vacuum cleaner with attachments
- Long pole nylon brush
- Skimmer net
- Mops, brooms, and dust pans
- Garden hose
- Deck squeegee
- Safety mats for deck and bathhouse
- Trash receptacles (with lids)
- Deck chairs
- Light bulbs

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to approved a contract Amendment between the City of Bartlesville and Tyler Technologies to address Bartlesville Fire Department technology needs, with an initial upfront implementation cost of \$28,538, and a recurring annual cost of \$16,009.

Attachments: Tyler Technologies Contract Amendment for the Fire Department

II. STAFF COMMENTS AND ANALYSIS

Tyler Technologies contract amendment. This amendment allows the fire department to move all of the fire run reporting, fire marshal activities & inspections, scheduling & payroll, and pre-planning software over to the Tyler Technologies platform or approved Tyler Technologies vendors. The fire department is one of the last city departments to move to the Tyler Technologies platform. This will consolidate all of the billing and support services into one location and will help improve the payroll process with a seamless integration between the fire department and payroll. Additionally, it will allow our fire marshal's inspections to be performed digitally on location thus improving efficiency.

III. BUDGET IMPACT

Initial up-front cost \$28,538

Recurring yearly fees \$16,009

Minimal – The fire department currently uses several different software vendors to provide the different services. The yearly cost difference will not be significant. Less than \$5,000 and we will be getting additional features that will help improve our efficiency.

IV. RECOMMENDED ACTION

City staff recommends approval of the Tyler Technologies Amendment at the next City Council Meeting.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Bartlesville, with offices at 615 S. Johnstone Ave., Bartlesville, OK 74003 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of April 3, 2017 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date, and notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the maintenance and support term under the Agreement. Payment of fees are as follows:
 - a. The annual SaaS Fees, to include Third Party SaaS, as set forth in Exhibit 1, shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's maintenance and support term under the Agreement. Subsequent SaaS fees will be invoiced in accord with the terms of the Agreement.
 - b. Additional Implementation and other professional services (including training) and third party services are billed and invoiced upon completion, at the rates set forth in the Amendment Investment Summary.
 - c. Per transaction fees shall be paid by the end-user at the time of use.
2. Without limiting the terms of the Agreement, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services> . By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
3. Fire Prevention Mobile-On-Board Codes. Your use of the third-party On-Board Codes are subject to the terms found at: <https://www.tylertech.com/terms/mobileeyes-third-party-terms> . By signing this Amendment, or accessing, installing or using the Fire Prevention Mobile software, you agree that you have read, understood and agree to such terms. You may not, and Licensee, no later than one year following the Effective Date of this Agreement but as soon as practical, may not permit others to reproduce and/or otherwise use the Licensed Materials in any manner for purposes of training artificial intelligence technologies to generate text, including without limitation, technologies that can generate

works in the same style or genre as the Licensed Materials, unless Licensee obtains the specific and express permission of NFPA to do so.

4. **Affiliated Agency** as defined below is hereby added to the Agreement. Accordingly, Bartlesville Fire Department is hereby added as an **Affiliated Agency**.

“Affiliated Agency” means a government entity separate from you, but which will have access to the Tyler Software detailed in the Agreement, and licensed to you under this Amendment. Permissible **Affiliated Agencies** are listed in Exhibit 1.

5. Affiliated Agencies for the Tyler Software.

- a. Access by Affiliated Agencies. We will permit you to grant each **Affiliated Agency** access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any **Affiliated Agencies**, and that we do not warrant, and are not responsible for, the performance of your servers or any **Affiliated Agency’s** access thereto.
- b. Application of this Agreement. Each **Affiliated Agency** must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an **Affiliated Agency** accessing the Tyler Software hosted from your servers.
- c. Termination of Access of an Affiliated Agency. You agree to deny an **Affiliated Agency’s** access to the Tyler Software upon written notice from us that the applicable **Affiliated Agency** has violated the terms of this Agreement.

6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Bartlesville, OK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Jodie Hisala
 Quote Expiration: 4/5/25
 Quote Name: City of Bartlesville, OK- Fire Suite

Sales Quotation For:
 City of Bartlesville Police Department
 615 S Johnstone
 Bartlesville OK 74003-2605
 Phone: +1 (918) 338-4001

Annual / SaaS

Description	Fee	Discount	Annual
Fire Prevention Mobile	\$ 0	\$ 0	\$ 0
Fire Prevention Mobile	\$ 380	\$ 0	\$ 380
Product Integration - FPM and Emergency Networking	\$ 0	\$ 0	\$ 0
Onboard Codes - ICC	\$ 2,089	\$ 0	\$ 2,089
Product Integration FPM-CAD & Fire Field Mobile	\$ 0	\$ 0	\$ 0
Inspector Mobile	\$ 2,040	\$ 0	\$ 2,040
Contractor Access (3.50 per transaction)			
Company Inspector Mobile - Pre-plan			
TOTAL			\$ 4,509

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				

Emergency Networking Project Management	1	\$ 1,920	\$ 0	\$ 1,920
Emergency Networking CAD Export Installation Fee	1	\$ 310	\$ 0	\$ 310
Fire Prevention Mobile				
Setup & Configuration Services	18	\$ 200	\$ 0	\$ 3,600
Contractor Access Setup & Training	1	\$ 499	\$ 0	\$ 499
Training Services - Inspector Mobile Plus	16	\$ 200	\$ 0	\$ 3,200
User Training Videos and Job Aids - Inspector Mobile Basic	1	\$ 0	\$ 0	\$ 0

TOTAL \$ 9,529

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Fire Prevention Mobile					
Fire Prevention Mobile	1	\$ 3,000	\$ 0	\$ 0	\$ 3,000
Advanced Pre-Planning					

Enterprise Public Safety

Annual	Quantity	Unit Price	Discount	Total	Total Annual
EN - CAD Connection	1	\$ 1,500	\$ 0	\$ 0	\$ 1,500
EN - Fire Suite	1	\$ 7,000	\$ 0	\$ 0	\$ 7,000
Services					
EN - Data Import - Fire Suite - Excluding Training & Nemsis	1	\$ 1,250	\$ 0	\$ 1,250	\$ 0
EN - Fire Suite Implementation (Includes NFIRS)	1	\$ 750	\$ 0	\$ 750	\$ 0
EN - Online Web Training (10) Hours	1	\$ 1,000	\$ 0	\$ 1,000	\$ 0

TOTAL \$ 3,000 \$ 11,500

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 4,509
Total Tyler Services	\$ 9,529	\$ 0
Total Third-Party Hardware, Software, Services	\$ 3,000	\$ 11,500
Summary Total	\$ 12,529	\$ 16,009
Contract Total	\$ 28,538	

Optional Tyler Annual / SaaS

Description	Fee	Discount	Annual
Fire Prevention Mobile			
Fire Prevention Mobile	\$ 2,089		\$ 2,089
Inspector Mobile		\$ 0	
TOTAL			\$ 2,089

Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

Data loading services include the following: Loading the published fire codes and standards that are in-scope. Loading occupancy data. Assumptions for loading of occupancy data: While there is no limit to the number of occupancy records to be loaded, the line item for Setup and Configuration Services assumes certain minimum requirements. The following requirements must be met for us to load occupancy data: The data must be provided in the form of a spreadsheet or .csv file with each record being a single row in the spreadsheet. A collection of tables from an existing database cannot be accepted. Different types of data can be provided in separate spreadsheets as long as there is a key field/ID linking the spreadsheets together. For example, you can provide address and business name information in one spreadsheet and contact information in a second spreadsheet. But there must be a unique ID that links a contact in the second spreadsheet to the "owning" occupant in the first spreadsheet. Spreadsheets cannot be linked using address or occupant name. These are not considered "keys". If your occupancy data is coming from more than one source, there must be no overlap between the records from each source. Time spent trying to blend together two or more overlapping spreadsheets is not included in this proposal line item. Optional Data Conversion Services: Tyler does not perform any data clean up. This is the responsibility of our client. No parsing, concatenation, etc. will be completed by Tyler. This will need to be done in the legacy system or in the data export prior to providing the data to Tyler's MobileEyes team. Exception: Parsing full street addresses into individual fields for each piece of the address (address, directional prefix, street name, street type, directional suffix, city, state, zip code). Exception: The client can provide multiple spreadsheets of data with records that are linked through a record key assuming the number of spreadsheets is six or less. An example of this would be a separate spreadsheet of contact data with a record key that enables linking of the contacts to the location and occupancy records. No "fuzzy" matching of records – e.g., matching on address or business name – will be done. Data conversion services included: Data mapping – This includes mapping of each field of the customer data to a corresponding field in MobileEyes. Where there is no direct match to a client field, the Tyler project manager will meet with the designated client data decision maker to determine a) whether to load that field, and b) if the decision is to load it, then which MobileEyes field it will be loaded into. Data loading – This includes loading the client data into the MobileEyes Web database per the approved data map. Examples of services considered "data clean up" and therefore, not included: Removal of records from the data set that the client does not want loaded. For example, removing residential records or properties that the Fire Marshal's Office does not inspect. These must be removed by the client from the data set prior to providing the file to Tyler for data mapping. Data manipulation/changing of data that is provided in the export. For example, a field that will become a pick list field in MobileEyes has more unique values than the client wants the pick list to have. (Example, the Section field has 20 unique values represented in the data and the customer wants to consolidate the number of unique values to 10.) We will do a reasonable amount of data clean up, organization, and standardization of your data before loading it, but the department or agency is responsible for the accuracy and completeness of the data. You will have an opportunity to review the data before it is loaded. Optional services not included in the proposal: The following optional services are available and can be priced separately: Data loading of inspection history. Data loading of invoice history. Data loading of permit history. Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings.

FPM Scope:

- 1 license of Inspector Mobile for 1 full time inspector.
IBC 2018 and IFC 2018**
- 2 licenses of Company Inspector for Pre plans only to cover all shift personnel.
Administrative access to web back office is included.
Integration with EN
Integration with PS with PPM if needed.
Integration with Flow MSP.
Flow MSP. Jodie Hisala updated pricing
Flow MSP quote covers unlimited devices(android /IOS compatible)
2 days of web training for FPM.
One time setup and implementation fee. Includes loading an occupant database (provided in Excel format, loading codes, site setup and more.
Contractor Portal setup fee: Receive and manage third party device reports.
Load up to 10 templates for Operational Permits.**

Flow training:

- Self paced, on demand training via your department's online training portal.**
- Pre planning strategy discussion to ensure a successful start and full adoption.**
- Online tutorials and instructions for video content.**
- Ongoing technical support while under subscription.**

Affiliated Agencies

Bartlesville Fire Department

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action for the agreement with City Church and TMP for Sebring Ridge Addition and Sebring Second Addition in addition to resending all other agreements for said subdivisions.

- Attachments: Agreement

II. STAFF COMMENTS AND ANALYSIS

The proposed Amended and Restated Subdivision Agreement between the City of Bartlesville, TMP Properties, LLC, and City Church of Bartlesville, Inc. represents a necessary update and consolidation of multiple prior agreements that govern the development of the Sebring Ridge Addition. The original subdivision agreement dates back to 2008, and since then, a number of property transfers, development changes, and phased improvements have taken place. This amended agreement is intended to clarify responsibilities, define future development conditions, and set forth infrastructure obligations for both TMP and City Church as separate property owners within the original subdivision area.

One of the most significant elements of the agreement is the formal recognition and approval of the partial vacation of the original plat of Sebring Ridge Addition, which will allow City Church to replat their portion as a separate subdivision, known as Sebring Ridge Second Addition. This separation acknowledges that the two entities have distinct development timelines and infrastructure needs. Importantly, it establishes that neither party will bear responsibility for improvements or obligations associated with the other's property, except where otherwise agreed.

The agreement also provides a framework for phased development, particularly in regard to public improvements such as streets, water lines, stormwater drainage, sidewalks, and sanitary sewer service. Of note, while most public infrastructure for Phase I development in both subdivisions has been completed, the installation of a public gravity sanitary sewer system remains pending. The agreement outlines that a private lift station currently serves the area but anticipates the future construction of a public system. It also provides the City with the authority to require that system be installed as a condition for future development beyond current approvals. Cost-sharing for the sewer system is to be determined on a pro-rated basis among benefiting entities.

Responsibility for maintaining and repairing any existing private sewer systems is clearly assigned to the respective property owner. Should a system fail, the owner must promptly address the issue or face reimbursement obligations to the City for any corrective actions undertaken, including any regulatory penalties incurred. This provision offers clear accountability and protects public health and the City's interests.

The agreement further stipulates sidewalk and street infrastructure standards consistent with City policies. A four-foot-wide sidewalk is required on all interior streets, though the construction of sidewalks may be deferred until issuance of a building permit for each lot. Similarly, street lights and signage are required to conform to City standards unless an alternative is approved by the City Council. In cases where nonstandard elements are installed, maintenance responsibilities remain with the developer, ensuring that public resources are not burdened with upkeep of private improvements.

City staff finds the agreement to be consistent with the City's subdivision regulations and overall land use policies. The agreement appropriately addresses the unique needs of phased development while safeguarding the City's interests in infrastructure quality and maintenance. It also ensures that both TMP and City Church are held to clear standards for future development and that improvements are not triggered prematurely.

III. BUDGET IMPACT

None

IV. RECOMMENDED ACTION

Approval of the agreement with City Church and TMP for Sebring Ridge Addition and Sebring Second Addition in addition to resending all other agreements for said subdivisions.

Amended and Restated Subdivision Agreement

This Amended and Restated Subdivision Agreement (this “**Agreement**”) made this ____ day of _____, 2025, by, between and among TMP Properties, LLC, and its successors and assigns (“**TMP**”), City Church of Bartlesville, Inc. (“**City Church**”, previously Life Church) and City of Bartlesville, Oklahoma, a municipal corporation (“**City**”),

WHEREAS, TMP and City entered into the terms of that certain Subdivision Agreement dated July 2, 2008, with respect to the platting and development of Sebring Ridge Addition, an addition to the City of Bartlesville, Washington County, Oklahoma, recorded as Plat #632 in the office of the County Clerk of Washington County, Oklahoma (“**Sebring Ridge Addition**”), and said Subdivision Agreement being recorded in the office of the County Clerk of Washington County, Oklahoma, in Book 1069 at Page 340 (“**Original Subdivision Agreement**”); and

WHEREAS, the Subdivision Agreement defined certain requirements of TMP for construction of all public and private improvements within the Sebring Ridge Addition and a phased development plan of such public improvements and supplanted and replaced the obligations of 3350 Company, LLC, predecessor in title of TMP to the property comprising Sebring Ridge Addition, in and to that certain Development Agreement dated July 31, 2006, as recorded in Book 1046 at Page 1600 of the records of the County Clerk of Washington County, Oklahoma (the “**Development Agreement**”); and

WHEREAS, subsequent to the Subdivision Agreement, TMP conveyed all of Blocks 4, 6, 7, 8 and 9 of Sebring Ridge Addition to City Church; and

WHEREAS, the Original Subdivision Agreement was amended and superseded by that certain Amended Subdivision Agreement dated August 8, 2013 and recorded in Book 1136, Page 2091 in the office of the County Clerk of Washington County, Oklahoma (the “**Amended Subdivision Agreement**”); and

WHEREAS, City Church desires to obtain approval from TMP and the City of Bartlesville for partial vacation of the Plat of Sebring Ridge Addition covering the property conveyed by TMP to City Church, inclusive of rights of way and easements thereto, the metes and bounds description of said amendment or vacation being attached hereto on Exhibit "A" (the “**City Church Property**”); and

WHEREAS, upon partial vacation of the Sebring Ridge Addition, City Church desires to obtain approval from the City for a plat of the City Church Property, said property to be known and hereinafter described as Sebring Ridge Second Addition; and

WHEREAS, TMP, City Church and City have reached agreements concerning phased development for all public improvements to be constructed within Sebring Ridge Addition and Sebring Ridge Second Addition; and

WHEREAS, TMP acknowledges the continuing obligations to provide required improvements as a part of any unplatted TMP Property as described within the Development Agreement;

WHEREAS, City Church acknowledges obligations to perform certain required improvements as a condition for acceptance of the plat of the City Church Property as Sebring Ridge Second Addition by the City.

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. This Agreement replaces and supersedes the Subdivision Agreement and supplants all requirements of the Development Agreement insofar as Sebring Ridge Addition and Sebring Ridge Second Addition are concerned.

2. The City's Subdivision Regulations, Ordinances, Resolutions and other Policies of the City are hereby incorporated by reference into this Agreement as though fully set forth and shall in all respects be binding upon TMP and City Church as hereinafter set forth.

3. City Church will prepare and file all necessary new legal documents with the County Clerk at the Courthouse annex. All such documents shall be approved in writing by TMP prior to any such filing by City Church.

4. City Church will be allowed to construct up to 2 new buildings on the City Church Property as long as the existing private sanitary sewer lift station can accommodate service.

5. The development of Sebring Ridge Addition and Sebring Ridge Second Addition are separate and distinct matters, and except as otherwise provided in this Agreement, neither property owner may bind the other property owner to improvements that the other owner is required to ultimately provide at the time development occurs and nothing in this Agreement shall be interpreted to change, trigger, or increase TMP's obligations as a result of any action taken by the City or City Church, including without limitation City Church's immediate planned expansion.

6. City Church and TMP shall partially vacate Sebring Ridge Addition with respect to the City Church Property, and City Church will complete all necessary steps to finalize the Plat of Sebring Ridge Second Addition within one hundred twenty (120) days of the execution of this Agreement. City Church shall pay all costs of such partial vacation and platting.

7. TMP shall be responsible for the public improvements described in Section 9 and Section 11 below within the platted area known as Sebring Ridge Addition with respect to streets, storm water drainage facilities, water lines, sewer lines, and sidewalks, all as below set forth in this Agreement. TMP shall design and construct any and all required improvements in accordance with the Bartlesville Subdivision Regulations and all other applicable regulations, standards and specifications for the City or authority having jurisdiction ("AHJ"). Required improvements shall be made in accordance with the provisions of this Agreement as below set forth in Section 9 and Section 11.

8. City Church shall be responsible for all public improvements within the platted area known as Sebring Ridge Second Addition with respect to streets, storm water drainage facilities, water lines, sewer lines, and sidewalks as below set forth. City Church shall design and construct any and all required improvements in accordance with the Bartlesville Subdivision Regulations and all other applicable regulations, standards and specifications for the City or AHJ. Required improvements shall be made in accordance with the provision of this Agreement as below set forth. In addition, City Church shall be responsible for portions Sebring Ridge Addition as outlined in Development Agreement and approved by the City.

9. Phased Development Plan:

- A) The required public infrastructure set forth in the Amended Subdivision Agreement to serve Phase I Development, with the exception of sanitary sewer improvements, has been completed.
- B) A public, gravity sanitary sewer system for the entire development, including Sebring Ridge Second Addition, will be installed at some time in the future, tying into the existing public gravity system. The requirements for this system will be determined by the City of Bartlesville and funded by all entities utilizing the system, on a pro-rated basis, over time.-The exact schedule and funding mechanism will be determined at a later date. Once a public gravity sewer is installed, all lots adjacent to this public gravity sewer shall be required to connect and utilize this system. The City reserves the right to require a public gravity system to be installed: (i) in Sebring Ridge Addition prior to a proposed -development in the Sebring Ridge Addition; and (ii) in Sebring Ridge Second Addition prior to a proposed -development in the Sebring Ridge Second Addition that is beyond construction of the two buildings described in Section 4 of this Agreement. Section 9(C) below will govern the parties' rights and obligations with respect to proposed developments referenced in the preceding sentence.
- C) Proposed Developments:
- i. Sebring Ridge Addition: Within 30 days prior to any proposed development of Sebring Ridge Addition, TMP will deliver written notice to the City describing the proposed development. The City will then have the right to require installation of a public gravity system in Sebring Ridge Addition as a condition of proposed development. TMP will have the obligation to perform said installation if: (1) required by the City; and (2) the proposed development actually occurs. City shall not have the right to require TMP to perform said installation except as provided in this paragraph.
 - ii. Sebring Ridge Second Addition: Within 30 days prior to any proposed development of Sebring Ridge Second Addition in addition to the two buildings described in Section 4 above, City Church will deliver written notice to the City describing the proposed development. The City will then have the right to require installation of a public gravity system in Sebring Ridge Second Addition as a condition of proposed development. City Church will have the obligation to perform said installation if: (1) required by the City; and (2) the proposed development actually occurs. The City shall not have the right to require City Church to perform said installation except as provided in this paragraph.
- D) Responsibility for Private Sewer System Failures
- i. If a private sanitary sewer system(s) serving a lot/tract within the Sebring Ridge Addition or Sebring Ridge Second Addition leaks, is damaged through actions of another entity or fails, the owner of that private sewer system(s) shall, upon receiving notice of such leak, damage, or failure, immediately cease discharging wastewater and promptly repair the private sewer system and clean up/disinfect the area impacted by the bypassed wastewater.
 - ii. In the event the City of Bartlesville has to perform any repair, remediation, restoration or cleanup/disinfection due to a property owner's failure to perform its obligations under this Section 9(D), such property owner shall be fully responsible

for reimbursing the City for the actual and verifiable cost of such work including any subsequent fines from any state or federal agency.

- iii. The City shall provide an itemized statement of costs to the property owner(s), and full reimbursement shall be required within thirty (30) days of the date owner receives the invoice.
 - iv. If payment is not received within the required timeframe, the City may:
 - 1. Include the invoice amount on the City's utility bill to the metered customer, with the total bill due at the utility bill due date. Failure to pay the entire bill at the scheduled due date will result in the water service being disconnected for non-pay.
 - 2. Assess a lien on the affected property for the unpaid balance.
 - 3. Withhold any further permits or approvals related to development on the property until the outstanding balance is resolved.
 - v. This provision shall apply to all property owners utilizing a private sewer system, including TMP, City Church, and any future property owners within Sebring Ridge Addition and Sebring Ridge Second Addition.
- E) A four foot wide sidewalk is required on all interior streets. Construction of these sidewalks can be delayed until a building permit is issued on the respective lot or block and construction at the same time as any building improvements.
- F) Standard street lights shall be installed within Sebring Ridge Addition and Sebring Ridge Second Addition to the standards of City's street light policy. Such street lights shall be provided by and through City's franchisee, Public Service Company of Oklahoma. If either TMP or City Church chooses to install nonstandard street lights within Sebring Ridge Addition or Sebring Ridge Second Addition, approval must be obtained from the Bartlesville City Council for placement of a private street light system on public right of way. If approved by the City, such private lights shall be owned and maintained by such installing party. The City shall not be responsible for the repair, replacement or maintenance of said lights.
- G) TMP shall install standard street signs for property in Sebring Ridge Addition and City Church shall install standard street signs for property in Sebring Second Addition. This requirement shall be coordinated with the City Engineer and shall be completed prior to issuance of certificates of occupancy during any construction of either subdivision. If TMP and/or City Church elects to install nonstandard street signs for either subdivision, they shall be owned and maintained by such installer. In the event the City must replace or maintain any nonstandard street signs, such replacement or maintenance will be done with standard City street signs.
- H) TMP's obligations under this Section 9 are subject to Section 14 below.

10. Phase I Development of Sebring Ridge Addition: This Phase includes Block 1, Lots 1 and 2, and Block 2, Lots 1 and 2, of Sebring Ridge Addition.

The required public infrastructure set forth in the Subdivision Agreement to serve Phase I Development, with the exception of sanitary sewer improvements, has been completed.

11. Phase II Development of Sebring Ridge Addition: This phase includes Block 3 and Block 5, Sebring Ridge Addition. Upon any development by TMP of Block 3 and/ or Block 5 of Sebring Ridge Addition, TMP will install the following at TMP's expense:
 - A) Extension of existing waterline from its current end point on the eastern boundary of Phase I Development, then south to Rice Creek Road and be tied into the existing public water line in this location.
 - B) Construction of the north-south collector street ("**Sebring Ridge Road**") along the eastern boundary of Block 5, Sebring Ridge Addition. The exact layout and requirements for this road will be determined by TMP and City.

12. Phase I Development of Sebring Ridge Second Addition. This Phase includes the City Church Building and Parking.

The required public infrastructure set forth in the Subdivision Agreement to serve Phase I Development, with the exception of sanitary sewer improvements, has been completed.

13. Phase II Development of Sebring Ridge Second Addition. This phase includes two future buildings to be constructed by City Church.
 - A) Upon the development of any new buildings by City Church, City Church will install the following at City Church's expense: City Church will construct and extend Woodward Avenue along the south boundary of Block 3, Sebring Ridge Addition, and the north boundary of Block 5, Sebring Ridge Addition, to the west property line of Sebring Ridge Second Addition. The street will be terminated in an appropriate manner as agreed with the City.
 - B) City Church shall extend Sebring Ridge Road north from Woodward Avenue and extend Woodward Avenue east from Sebring Ridge Rd, terminating at the eastern edge of Reserve A of Sebring Ridge 2nd Addition as approved by the City prior to the issuance of an occupancy permit for the second building. If the road is not completed at that time, the City may issue a temporary occupancy permit for the second building, provided that an assurance bond is secured in accordance with the City of Bartlesville Subdivision Regulations to guarantee road construction within one year. If the road is not completed within the required timeframe, the City shall call the bond and complete the construction. Upon the successful completion of the roadway, the City will issue a full occupancy permit for the second building.

14. Notwithstanding any other provision in this Agreement: (1) TMP shall not have any payment or performance obligations with respect to public infrastructure, construction, or improvements unless and until TMP performs future development of Sebring Ridge Addition; (2) TMP's obligations shall be limited to Sebring Ridge Addition as set forth in this Agreement; and (3) TMP shall not have any obligations with respect to Sebring Ridge Second Addition; (4) TMP shall not have any obligations resulting from any construction, improvements, or other actions taken by City Church; and (5) TMP shall not have any obligations with respect to public infrastructure, construction, or improvements made or performed prior to TMP's future development of Sebring Ridge Addition,

whether or not such public infrastructure, construction, or improvements impact or benefit Sebring Ridge Addition.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amended and Restated Subdivision 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)
)
COUNTY OF _____)

SS:

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)

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

City Church of Bartlesville, Inc.

By _____
Scott Turner, President

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 20____, by Scott Turner, as President of City Church of Bartlesville, Inc., an Oklahoma corporation.

Notary Public

My Commission Expires:

My Commission Number:

(SEAL)

EXHIBIT "A"

**CITY CHURCH PROPERTY
LEGAL DESCRIPTION**

[TO BE ATTACHED]

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Consider and take action to approve the Software Agreement between the City of Bartlesville and Governmentjobs.com, Inc. (DBA “NEOGOV”).

Attachments:

Agreement with Governmentjobs.com, Inc. (DBA “NEOGOV”) for Applicant Tracking Software.

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has selected NEOGOV ATS software to aid in recruiting candidates. We are currently battling outdated manual processes and have been looking for software that is a good fit for us allowing us better efficiency and security. The software has the capability of other valuable features such as Onboarding, Employee Performance and Staff Development. We have elected to implement one step at a time on an “as needed” basis.

This software will enable us to post our open positions to our website, receive applications, upload resumes to NEOGOV servers and send qualified candidates to the hiring managers while ensuring compliance with employment law.

The Agreement was reviewed by City Attorney Jess Kane.

III. BUDGET IMPACT

The City of Bartlesville currently has funding in the budget for the \$15,384.00

IV. RECOMMENDED ACTION

Staff recommends approval of the Agreement with Governmentjobs.com, Inc. (DBA “NEOGOV”).

NEOGOV ORDERING FORM			
Permitted FTE: 350-399 Expires July 31, 2025		Governmentjobs.com, Inc. (dba "NEOGOV") 2120 Park Pl. El Segundo, CA 90245 billing@neogov.com	
Customer Information			
Customer Name:	Bartlesville, City of (OK)	Customer Contact Name:	Robin Betts
Customer Address:	401 S. Johnstone Ave. Bartlesville, OK 74003	Email Address:	rlbetts@cityofbartlesville.org

Fee Summary			
Description of Subscriptions	SaaS Subscription Fees	Non-Recurring Professional Service Fees	Service Fee Sub-Totals
Permitted FTE: 350-399			
Insight Enterprise (IN)	\$13,297.00	\$6,500.00	
Government Jobs (GJ)	\$2,227.00		
Candidate Texting (CTM)	\$665.00		
New Hire Int- Munis (NHI)	\$2,100.00	\$3,000.00	
Onboard (ON)	\$11,635.00	\$5,500.00	
SUB TOTAL:	\$29,924.00	\$15,000.00	
Package Discount: (10%)	(-\$2,994.00)		
Setup Discount: (66%)		(-\$10,000.00)	
Year 1 Net Total:	\$26,930.00	\$5,000.00	
3 Year Promo:			
Ramp Promo			
Year 1 (40% SaaS of Sub.+ setup)	\$10,384.00	\$5,000.00	Year 1: \$15,384.00
Year 2 (75% of SaaS Sub.)	\$20,190.00		Year 2: \$20,190.00
Year 3 (100% SaaS Sub.)	\$26,920.00		Year 3: \$26,920.00

A. Agreement and Applicable Modifications to the Agreement.

1. Agreement. This Ordering Document and the Services purchased herein are governed by the terms of the Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Document available at <https://www.neogov.com/service-specifications>, as well as the Service Specifications and applicable Schedules incorporated therein.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative. This Order Form may not be modified or amended except through a written instrument signed by the parties.

B. General Terms Summary.

1. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
2. The Effective Date. This Order is made and entered into as of the date of Customer signature on this Order Document (the "Effective Date").
3. SaaS Subscription(s) Start Date. The Effective Date.
4. Billing Frequency. Annual. Net 30 from Customer receipt of NEOGOV invoice.
5. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.
6. Offer Validity. This Order is valid for 30 days from the date of Customer receipt of this Ordering Document unless extended by NEOGOV.

C. Special Conditions (if any).

NEOGOV:
 Governmentjobs.com, Inc. (dba "NEOGOV")
 2120 Park Pl.
 El Segundo, CA 90245
 billing@neogov.com

Customer Name & Address:
 Bartlesville, City of (OK)
 401 S. Johnstone Ave.
 Bartlesville, OK 74003

Expiration Date: 6/1/2025

Contact Name: Robin Betts

Term: 36 months Net 30 payment terms

Contact Email: rbetts@cityofbartlesville.org

Fee Summary		
Service Description	Term	Term Fees
Insight (IN) Government Jobs (GJ) Candidate Texting (CTM) Onboard (ON) New Hire Integration – Tyler (Munis)	Year 1	\$10,384.00
Insight (IN) Government Jobs (GJ) Candidate Texting (CTM) Onboard (ON) New Hire Integration – Tyler (Munis)	Year 2	\$20,190.00
Insight (IN) Government Jobs (GJ) Candidate Texting (CTM) Onboard (ON) New Hire Integration – Tyler (Munis))	Year 3	\$26,920.00
Professional Services – Implementation and Training	Year 1	\$5,000.00

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

NEOGOV™

1. Initial Term: 36 months

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: Bartlesville, City of (OK) Signature: _____ Print Name: Date:	 Signature: _____ Print Name: Date:

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service agreement with Certified Sewer Inspection, LLC for smoke testing of the Hillcrest Heights area

Attachments:

Proposal

II. STAFF COMMENTS AND ANALYSIS

With the recent installation of flow meters at the Hillcrest and Golf Course lift stations, staff has observed high inflow and infiltration rates into the wastewater collection system coming from the Hillcrest Heights subdivision, which indicates defects in this system. The most cost-effective way to determine the location of these defects is through smoke testing, which non-toxic smoke is introduced into the collection system and surfaces on the ground at the defect location. Due to the amount of smoke testing needed (approximately 21,700 feet), staff reached out to Certified Sewer Inspection (Bartlesville, OK) to assist City staff with the work. The proposal, which is attached, provides the requested services for \$12,450 and will be complete in May or June 2025. Once these defects are identified, further capital improvements will be necessary on the City's portion of the collection system and by homeowners on their privately owned sewer service line. The area being investigated is shown on the following page.



Certified Sewer Inspection, LLC

Proposal for Smoke Testing Direction Services for: City of Bartlesville Bartlesville, Oklahoma 74005

Proposed Scope of Services

Smoke testing training and direction of 4 City personnel shall be performed in Bartlesville, Oklahoma on approximately 21,700 L.F. of gravity sanitary sewer in the Hillcrest Heights basin.

Initial Training Program

Certified Sewer Inspection, LLC (CSI) will conduct initial training for 4 city personnel with in-office training for 4 hours followed by in-field training the rest of that training day. The same 4 city personnel shall expect to dedicate 1 week to smoke testing the project area.

Office training will consist of introduction of general smoke testing processes including public notification and dealing with residents alarmed by smoke, daily contact with fire department, identification of smoke test defects and terminology, proper safety procedures, traffic control, review of smoke test equipment used, electronic data device use, recording data on smoke test form and photographs required.

Field training will consist of how to determine where to set up smoke blower equipment, proper traffic safety concerns, safe handling of gassing up blowers, safe usage of smoke bombs, when sand-bagging in a manhole is required, where to look for defects dependent upon layout of collection system, actual smoke testing where crew members are shown the operation of the electronic data collector and how to take photos with proper orientation, how to QA/QC your collected data and followed up with a question and answer session at the end of the days training.

Smoke Testing

CSI will lead city crews in smoke testing the project areas using teams with dual axial blowers. Smoke testing will be in the Hillcrest Heights basin area. Smoke testing lengths shall be limited to between the upstream and downstream blower locations. Where permissible, each smoke segment shall be isolated by sandbagging if adequate smoke density cannot be otherwise obtained. Smoke bombs or Oil Smoke shall be used to generate smoke for the smoke testing. Smoke testing will be performed only during dry periods.

CSI uses customized electronic smoke test forms to document smoke defects and will guide the city personnel on their usage. Defect choices on the form include:



Certified Sewer Inspection, LLC

Page 1

Uncapped Cleanout, Service Lateral, Downspout, Driveway Drain, Private Area Drain, Mainline, Manhole, Storm Curb Inlet, Water Meter Box, Storm Ditch, Stairwell Drain, Window Well Drain and Other.

For each defect observed, Date, Crew, Basin, Upstream Manhole, Downstream Manhole, Smoke Defect Type, Smoke Intensity, Defect Location, Tributary Area, Address (private defects only), Defect Photo, Comments and Building Photo (private defects only) will be entered on the form.

Main line defects and service lateral defects shall be carefully scrutinized to ensure that proper determination of public vs. private side defects is made.

During the smoke testing, each building in the vicinity of the line segment will be observed for evidence of illegal or illicit connections, or other defects. All such defects shall be noted on the smoke test form.

All defects identified by smoke testing shall be flagged and photographed. Flags shall be placed at observed smoke defect locations and digital images shall be captured showing the defect and flag. Digital images will show surrounding topography and landmarks to allow re-locating the defect at a later time and to determine impact of a rain event and surface drainage to smoke test defects. An additional photograph will capture an image of the front of the residence or building showing the address of the property (if posted) nearest to where any private defect is located. The smoke defect locations shall be recorded on electronic map showing their location in relationship to permanent landmarks. All defect images shall be entered into the field inspection database.

Data Deliverables from CSI

Deliverables shall include:

- Smoke Test Report with Smoke Test Data Forms including supporting photo documentation, defect photo, front of building with address on private defects and aerial map shots showing defect location.
- Excel file of smoke test data

Schedule

Smoke Testing training and direction shall commence sometime between May and June, 2025 dependent on weather conditions and at the direction of Water Utilities Director.

Support and Assistance

CSI will require the following assistance and information from the client.

- Supply pertinent maps of the pipelines, manholes and parcel addresses (GIS shape files);
- Provide a training room with whiteboard for initial training;
- Provide city crews with two pick-ups, smoke blowers and bomb or oil smoke for smoke testing;
- Provide free and legal access to all manholes and pipelines;
- Provide and distribute smoke testing flier notices to all entities affected by smoke testing
- Supply a minimum of 150 18" pink wire flags for project.



Certified Sewer Inspection, LLC

Page 2

CSI is pleased to submit the following cost proposal for your consideration.

Cost Proposal

Smoke Testing Direction Services:

Direction of 4 city personnel in smoke testing of approximately 21,700 L.F. in the Hillcrest Heights basin area using consultants' electronic data collection devices.

Data Deliverables

Fee for Smoke Testing Training and Direction of crews to complete Project.

Total Lump Sum fee.....\$12,450.00

Authorizing signature will serve as a *Notice to Proceed* on this project.

Signature: _____

Printed Name: _____

Job Title: _____

Municipality: _____

Date: _____

Page 3

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a professional service agreement with Kleinfelder Inc. for additional geotechnical services for the Wastewater Treatment Plant Expansion project.

Attachments:

Proposal

II. STAFF COMMENTS AND ANALYSIS

In January 2025, Council approved a contract amendment with Tetra Tech for the final design of the wastewater treatment plant expansion improvements. To facilitate the structural design, additional geotechnical analysis is needed for the foundation design of the deep embedded structures to ensure sufficient uplift resistance and stability in the event of a flood. Since Kleinfelder performed the original soil analysis and foundation recommendation, staff requested a proposal for this additional work, which is attached. The cost of the professional services is \$4,600 and will be completed within two weeks.

III. BUDGET IMPACT

Funding for the professional services will be through the Wastewater Capital Reserve Fund, which has \$75,522 available. The proposed geotechnical services (\$4,600) is within the available project budget.

IV. RECOMMENDED ACTION

Staff recommends approval of the professional service contract with Kleinfelder, Inc.



March 25, 2025
Kleinfelder Proposal No.: TUL25P179900

Mr. Terry Lauritsen, PE
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003

**Subject: Proposal for Additional Geotechnical Engineering Services
Proposed Chickasaw Wastewater Treatment Plant (WWTP) Upgrades
230 North Chickasaw Avenue
Bartlesville, Oklahoma**

Dear Mr. Lauritsen:

Kleinfelder has previously performed a geotechnical study (Report No. TUL21R127376 dated June 28, 2021) for the above subject project. In communication with the project designer (Tetra Tech) between March 3 and 13, 2025, it is our understanding that the 100-year flood elevation is higher than the current ground surface and buoyancy forces are higher than originally expected for some deeply embedded structures. As a result, rock socketed foundations are required to provide more uplift resistance for some of the proposed structures. A request has been submitted to Kleinfelder to perform additional analyses and to provide alternate foundation recommendations (other than CFA) to assist the designer to address the structure uplift issues. A list of the additional analyses include:

- Allowable bearing pressure and soil modulus of subgrade reaction for a buried tank.
 - Inside Diameter: 110 feet
 - Overall height: 21 feet (from bottom of slab to top of wall)
 - Tank height buried below grade (embedment): 16 feet
 - Soil borings: B-05-W and B-06-W
- Pile axial capacity vs. depth graph developed from L-Pile
- Alternative cost-effective deep foundations and their respective foundation design parameters that could provide higher uplift resistance for the high buoyancy forces.

Based on the aforementioned additional analyses, Kleinfelder will charge a lump-sum fee of **\$4,600**. Unless otherwise instructed, invoices will be submitted monthly and upon completion of our services. An addendum letter (in pdf format) will be prepared under the direction of a professional engineer registered in the State of Oklahoma, within two weeks following your written authorization to proceed.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions, and at the date, the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

CLOSURE

We are pleased to submit this proposal to provide additional geotechnical engineering services for the proposed Bartlesville Chickasha WWTP Upgrades project in Bartlesville, Oklahoma. If you have questions regarding this proposal or require additional information, please contact the undersigned.

Sincerely,

KLEINFELDER, INC.

Certificate of Authorization #7292 Exp. 06/30/25



Cody Latham, PE
Project Professional



Shiyun (Simon) Wang, PE
Program Manager

WORK ORDER

Issued Pursuant to The Client Master Services Agreement effective as of March 26, 2021 by and between City of Bartlesville (**Client**) and Kleinfelder, Inc. (**Kleinfelder**).

Client Name: City of Bartlesville

Kleinfelder Project No: TBD

Project Name: Chickasaw Wastewater Treatment Plant Upgrades

Work Order Type: (Check One)

Time-and-Materials

Fixed-Price

Kleinfelder Office: Tulsa, OK

Subcontractor Reference No: TBD

Kleinfelder Contact Name: Shiyun (Simon) Wang, PE

- 1. SCOPE OF WORK: See Proposal TUL25P179900
(Continue on additional page, if needed)
- 2. LOCATION/CLIENT FACILITY INVOLVED: Bartlesville, OK
- 3. PERIOD OF PERFORMANCE: See Proposal TUL25P179900
- 4. AUTHORIZED FUNDING: \$4,600
- 5. SPECIAL PROVISIONS: See Proposal TUL25P179900

NOTICE TO PROCEED IS GIVEN ON (DATE): _____

CLIENT: KLEINFELDER:

By: _____

Printed Name: _____

Title:

Address:

By: _____

Printed Name: _____

Title:

Address:

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agenda language: Discuss and take possible action to approve a lease Agreement between Grand Mental Health and the City of Bartlesville. The Bartlesville Police Department has a 2009 Chevrolet Trailblazer SUV (unmarked) that is currently a surplus vehicle. This agreement would allow the City to lease this vehicle, for trade in services with Grand Mental Health to assist the Crisis Intervention Response Team, Support Services Team, with daily transportation, while they provide support to the Bartlesville Police Department, dealing with Mental Health and Homelessness in our community.

Attachments: Vehicle Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

The vehicle is currently a surplus vehicle for the department and would add much needed transportation to the Support Services Team to follow-up on cases and help provide services to the Mental Health of our community. By allowing the Grand to Team to Lease this vehicle for the Support Services Team, Grand Mental Health would be responsible for the service, maintenance of the vehicle, as spilled out in the Lease Agreement.

III. BUDGET IMPACT

The budget impact would be the removal of the vehicle from the Fleet Insurance and the daily up keep of the vehicle while it is being utilized by Grand Mental Health.

IV. RECOMMENDED ACTION

City staff recommends approval of the Vehicle Lease Agreement with Grand Mental Health to help further the prevention measures of the Crisis Intervention Response Teams effort to address the communities ongoing Mental Health and Homeless intervention, at the next City Council Meeting.

AUTOMOBILE LEASE

The City of Bartlesville, an Oklahoma Municipal Corporation, 401 S. Johnstone Avenue, Bartlesville, Oklahoma 74003 ("Lessor"), does hereby lease and let to Grand Mental Health Center, Inc., 700 South Penn Avenue, Bartlesville, Oklahoma 74003, ("Lessee"), and Lessee leases from Lessors the following equipment: One (1) 2009 Chevrolet Trailblazer Automobile VIN #1GNDS33S492117485 (hereinafter the "Automobile").

1. Term of Lease. The term of this lease shall be for one (1) year, commencing on April 1, 2025, and expiring on March 31, 2026, unless otherwise terminated as provided in this agreement. Upon expiration, this agreement shall automatically renew for additional one (1) year periods unless terminated as provided herein.

2. Payment of Rent. In consideration for the leasing of the Automobile, Lessee agrees to use the Automobile to provide support services to the Bartlesville Police Department Crisis Intervention Response Team.

3. Use and Preservation of the Automobile. Lessee shall use the Automobile in a careful and proper manner, shall comply with all applicable laws and regulations, and shall maintain the Automobile in good repair and condition. Lessee assumes all risks of loss and damage to the Automobile from any cause whatsoever and agrees that the Automobile will be returned to Lessors in the same appearance and condition as when received, ordinary wear and tear excepted. There shall be no mileage restrictions on the Automobile.

4. Termination. If Lessee fails to provide support services to the Crisis Intervention Response Team or fails to perform any of the conditions or covenants of this lease, Lessors may terminate this lease and Lessee's right to possession of the Automobile, and immediately take possession of the Automobile without demand on or notice to Lessee. Lessee will be responsible for any costs associated with repossession of the Automobile. Either party may terminate for any reason provided notice is given to the other party thirty (30) days in advance of said termination.

5. Lessors' Right of Inspection. At all times during Lessee's business hours, Lessors shall have the right to enter the premises where the Automobile is located for the purpose of inspecting the Automobile.

6. Obligation to Pay Taxes and Fees. Lessee shall pay all license fees, assessments and sales, use, and other taxes imposed on the Automobile.

7. Limitation of Warranties. Lessee acknowledges that the Automobile is of a size, design, capacity and manufacture selected by Lessee. Lessors have not made and do not make any representation, warranty or covenant, express or implied, with respect to the condition of the Automobile. Lessors shall not be liable to Lessee for any liability, loss or damage caused directly or indirectly by the Automobile, by any inadequacy or defect, or by any incident in connection with the Automobile.

8. Insurance. Lessee shall maintain full coverage auto insurance on the Automobile for the lease term. Proof of insurance shall be provided to Lessor upon request.

9. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

10. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, each party has caused this agreement to be executed on the date indicated below.

Lessor:

CITY OF BARTLESVILLE

By: _____
James S. Curd, Jr.
Mayor

Date

Lessee:

GRAND MENTAL HEALTH CENTER, INC.

By: _____
Jim Warring,
Agent

Date

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action on approving the proposal for the E-Z-GO golf cart lease.

Attachments:

E-Z-GO Proposal for Adams Golf Course

II. STAFF COMMENTS AND ANALYSIS

With the reopening of the golf course on the horizon, we are need of new carts. Unfortunately, there is an approximate 90-day lead time to receive carts once they have been ordered. With that information in mind, City staff began the process of working with vendors. We received a quote from E-Z-GO that is 10% below the state bid amount for highly sought-after golf carts.

In this report you will find a proposal or quote for a five-year lease agreement on 55 golf carts. Each cart would be leased at a rate of \$123 per month, with an optional GPS system available at an additional \$43.50 per month per cart.

City staff explored different purchasing options and ultimately landed on a lease option as being the most favorable at this time. The biggest factor was that to purchase a fleet of 55 carts would cost the City \$430,885.40 upfront while the total monthly lease cost for the golf carts would be \$6,765. If the GPS option is included, the total monthly cost will increase by \$2,392.50, making the overall monthly lease payment \$9,157.50. The lease includes a full warranty on the lithium battery system for the entire term and maintenance coverage for the first four years of the term. Additionally, the old carts were sold for \$400 more per cart than the trade-in value, generating \$86,800 in revenue. This leaves a funding gap of \$23,090 for the remainder of the year, which can be covered through the existing golf operating budget.

The GPS system offers several benefits. It will provide additional revenue opportunities by allowing the course to sell advertising space which will help to offset the cost of the GPS lease. The GPS functionality will also enable restrictions on where the carts can drive, protecting sensitive areas of the course and ensuring the integrity of the newly reconstructed greens. Protecting the recent \$2.4 million greens reconstruction investment approved by the voters of Bartlesville is a top priority.

III. BUDGET IMPACT

The \$23,090 gap in the funding from the revenue received from selling the old carts can be covered through the existing golf operating budget.

IV. RECOMMENDED ACTION

Staff recommends approval of proposal and authorization to enter into lease agreement with EZ-Go.

The Best Will Always Have Our
Name On It.



PREPARED FOR:

Adams Golf Course

Partner with the Industry Leader



ELITE
LITHIUM



**ADVANCED
INTELLIBRAKE™
TECHNOLOGY**

April 2, 2025

Laura Sanders
Adams Golf Course
401 S JOHNSTONE AVE
BARTLESVILLE, 74003

Dear Laura Sanders,

E-Z-GO® is honored to prepare this exclusive proposal for Adams Golf Course and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELITE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Pace systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Adams Golf Course.

With sincere appreciation,

Luke Benedict
Territory Sales Manager
(580) 574-0593
lbenedict@textron.com

Proposal

Adams Golf Course

April 2, 2025

PACE 7EX (60 MO)

STANDARD FEATURES

REAL-TIME VEHICLE DATA

AUTOMATIC SOFTWARE UPDATES

7" ULTRA-BRIGHT TOUCHSCREEN
DISPLAY

ACCURATE HOLE AND YARDAGE GPS

ENHANCED HD HOLE GRAPHICS

GEOFENCING & VEHICLE ALERTS

ACCESSORIES



Proposal

Adams Golf Course

April 2, 2025

PACE 10EX (60 MO)

STANDARD FEATURES

REAL-TIME VEHICLE DATA

AUTOMATIC SOFTWARE UPDATES

10" ULTRA-BRIGHT TOUCHSCREEN
DISPLAY

ACCURATE HOLE AND YARDAGE GPS

ENHANCED HD HOLE GRAPHICS

GEOFENCING & VEHICLE ALERTS

ACCESSORIES



Proposal

Adams Golf Course

April 2, 2025

FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
✓	2026	Pace 7EX (60 Mo)	55	60 Month	\$40.00	\$2,206.00
✓	2026	Pace 10EX (60 Mo)	55	60 Month	\$43.50	\$2,392.50
MONTHLY AMOUNT						\$4,592.50

\$2392.50

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	January - December	August	Month Following Delivery

SPECIAL CONSIDERATIONS

Pricing Based on Oklahoma State Contract SW194

Based on the structure of the above proposed deal, the following documentation will be required for all deals, to establish creditworthiness:

LEASED NEEDS:

- Signed Credit Application, Last two full years of Audited Financial Statements, and YTD Financial Statements (Income Statement, Balance Sheet)

CASH PURCHASE NEEDS:

- Bank Letter (Proof of Funds at 90 days prior to delivery) OR Financials (Income Statement, Balance Sheet) to establish a Credit Limit with E-Z-GO.

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, trade values, and pricing will be determined 90 days prior to delivery.

The terms of the Pace Technology Data Systems Agreement (available under "Download Documents" at <https://ezgo.com/pacetechnologyprivacy>) governs the use of Pace Technology systems and services, including the entry and processing of any Personal Data.

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 30 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 30 days prior to production date.



Proposal

Adams Golf Course

April 2, 2025

Adams Golf Course

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: Mayor

Title _____

Date: 04-07-2025

Date: _____

The Best Will Always Have Our
Name On It.



PREPARED FOR:

Adams Golf Course

Partner with the Industry Leader



ELITE
LITHIUM



**ADVANCED
INTELLIBRAKE™
TECHNOLOGY**

April 2, 2025

Laura Sanders
Adams Golf Course
401 S JOHNSTONE AVE
BARTLESVILLE, 74003

Dear Laura Sanders,

E-Z-GO® is honored to prepare this exclusive proposal for Adams Golf Course and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELITE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Pace systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Adams Golf Course.

With sincere appreciation,

Luke Benedict
Territory Sales Manager
(580) 574-0593
lbenedict@textron.com

Proposal

Adams Golf Course

April 2, 2025

HAULER 1200X GAS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE	900-LB VEHICLE LOAD CAPACITY	1,200-LB TOWING CAPACITY
12-CU-FT CARGO BED	FUNCTIONAL DASHBOARD WITH STORAGE	LIFTED SUSPENSION

ACCESSORIES

Body Color Forest Green	1
K500 20 x 8-10, 6 Ply Rated, Black Wheel	1
Side Decals Matte Black	1
Contoured Seat Gray	1
Two Wheel Mechanical Brakes	1
Comfort Grip Steering Wheel with Scorecard Holder	1
Large Fender Flares	1
Halogen Headlights	1
Fuel/Oil Gauge	1
Hour Meter (Gas Models)	1
12 Volt Heavy Duty Battery	1
Plastic Bed Box (Manual Lift): 39" x 44" x 12" - 12 cu ft	1
2 in (5 cm) Receiver (Rear)	1
DFK Ball Cage - ROPS Certified	1
Freight	1



Proposal

Adams Golf Course

April 2, 2025

REFRESHER OASIS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE

4 COLD STORAGE DRAWERS

12.1-SQ-FT WRAP-AROUND COUNTER

MERCHANDISE CABINET

500 CAN CAPACITY

MERCHANDISE CABINET

ACCESSORIES

Cowl Color Bright White	1
Refresher Unit Color Graphite Gray	1
Side Decals Matte Black	1
Standard Seat Gray	1
Loadstar 18x8.50-8, Steel Black Wheel	1
8" Silver Wheel Cover (Set of 4)	1
Two Wheel Mechanical Brakes	1
Brush Guard	1
Small Fender Flares (Included with 10" wheels)	1
Hour Meter	1
Fuel/Oil Gauge	1
USB Outlet (not available with CE)	1
Halogen Headlights	1
Counter Top White	1
Sun Canopy, Slate (with Pebble Platinum)	1
Reversible Bottle Holder, box and double-sided white plastic insert	1
Custom Logo/Decals	1
Freight	1



Proposal

Adams Golf Course

April 2, 2025

RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY	ZERO MAINTENANCE BATTERIES	ADVANCED INTELLIBRAKE TECHNOLOGY
SAMSUNG SDI LITHIUM BATTERIES	UNBEATABLE ENERGY EFFICIENCY	LOWEST COST OF OPERATIONS

ACCESSORIES

Body Color Metallic Charcoal	55
Premium Seat Gray	55
Hole-in-One 18x8.50-8, 4 Ply, White Steel Wheel	55
Spoke, Silver (Set of 4)	55
2.2 Single ELiTE Battery Pack	55
Light World Charger, ELiTE (3 m [10 ft] Cord)	55
Premium Steering Wheel	55
Fender Scuff Guard	55
USB Port	55
Cooler & Bracket (Driver Side)	55
Sand Bottle (Single) (Both)	110
Sand Bottle Premium Seat Bracket ()	55
Strut Mounted Magnetic Accessories - (2x included when ordering modular canopy and windshield)	55
Message Holder - Modular Canopy	55
Windshield, Fold Down	55
NEW Canopy Top, 2 Passenger Modular, Black	55
Custom Logo/Decals	55
Freight	55
Pace Wiring Harness Screens	55



Proposal

Adams Golf Course

April 2, 2025

HAULER PRO ELITE

STANDARD FEATURES

COLOR: FOREST GREEN WITH GREY SEATS	K500, 18X8.5-8, 6 PLY TIRES ON BLACK WHEELS	TWO WHEEL MECHANICAL BRAKES
ELITE TWIN 4.2 BATTERIES WITH ELITE WORLD CHARGER	DC/DC CONVERTER	HALOGEN HEADLIGHTS, BRUSH GUARD

ACCESSORIES

Body Color Bright White	1
Side Decals Matte Black	1
Contoured Seat Stone Beige	1
K399 Load Star 20.5 x 8 - 10, 6 Ply Rated, Black Wheel	1
10" Silver Wheel Cover (Set of 4)	1
Two Wheel Mechanical Brakes	1
Limited Slip Differential	1
Brush Guard	1
Comfort Grip Steering Wheel with Scorecard Holder	1
Small Fender Flares (Included with 10" wheels)	1
Halogen Headlights	1
State of Charge Meter	1
Hour Meter (Electric Models)	1
USB Outlet	1
ELITE 6.2 Batteries	1
Charger Cord - 5M (16ft) North American (For on board charger)	1
DC Converter (30 amp)	1
World Charger, ELITE (3 m [10 ft] Cord)	1
Plastic Bed Box (Manual Lift): 39" x 44" x 12" - 12 cu ft	1
2 in (5 cm) Receiver (Rear)	1
Sun Canopy Top, Plastic, Tan	1
Windshield, Fold Down	1
Drop In Refresher w/ Consumable Ice Tray	1
Freight	1



Proposal

Adams Golf Course

April 2, 2025

Cash Purchase

✓	YEAR	MODEL	PAYMENT TERM	QTY	UNIT PRICE	UNIT TOTAL
✓	2026	Hauler 1200X Gas	Net 30	1	\$12,377.12	\$12,377.12
✓	2026	Refresher Oasis	Net 30	1	\$18,943.72	\$18,943.72
✓	2026	RXV ELITE	Net 30	55	\$7,834.28	\$430,885.40
✓	2026	Hauler Pro ELITE	Net 30	1	\$15,771.00	\$15,771.00
					TOTAL UNIT AMOUNT	\$477,977.24

FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
✓	2026	Hauler 1200X Gas	1	60 Month	\$220.00	\$220.00
✓	2026	Refresher Oasis	1	60 Month	\$355.00	\$355.00
✓	2026	RXV ELITE	55	60 Month	\$123.00	\$6,765.00
✓	2026	Hauler Pro ELITE	1	60 Month	\$279.00	\$279.00
					MONTHLY AMOUNT	\$7,619.00

\$6765

CAPITAL LEASE

✓	YEAR	MODEL	QTY	TERM + Balloon	CAR/MONTH	TOTAL MONTHLY PRICE
✓	2026	Hauler 1200X Gas	1	60 Month + \$1.00	\$245.07	\$245.07
✓	2026	Refresher Oasis	1	60 Month + \$1.00	\$375.09	\$375.09
✓	2026	RXV ELITE	55	60 Month + \$1.00	\$155.11	\$8,531.28
✓	2026	Hauler Pro ELITE	1	60 Month + \$1.00	\$312.27	\$312.27
					MONTHLY AMOUNT	\$9,463.71

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	January - December	August	Month Following Delivery

SPECIAL CONSIDERATIONS

Pricing is based on Oklahoma State Contract SW194

Based on the structure of the above proposed deal, the following documentation will be required for all deals, to establish creditworthiness:

LEASED NEEDS:

- Signed Credit Application, Last two full years of Audited Financial Statements; and YTD Financial Statements (Income Statement, Balance Sheet)



Proposal

Adams Golf Course

April 2, 2025

CASH PURCHASE NEEDS:

- Bank Letter (Proof of Funds at 90 days prior to delivery) OR Financials (Income Statement, Balance Sheet) to establish a Credit Limit with E-Z-GO.

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, trade values, and pricing will be determined 90 days prior to delivery.

The terms of the Pace Technology Data Systems Agreement (available under "Download Documents" at <https://ezgo.com/pacetechnologyprivacy>) governs the use of Pace Technology systems and services, including the entry and processing of any Personal Data.

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 30 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 30 days prior to production date.

Adams Golf Course

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: Mayor

Title: _____

Date: 04-07-2025

Date: _____



Limited Warranty Terms and Conditions – RXV ELiTE Fleet Vehicles

Textron Specialized Vehicles Inc. ("Company") provides that any new Model Year 2025 E-Z-GO RXV Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- – shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;



Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	NOT ALLOWED

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TSV.COM, OR WRITE TO TEXTRON SPECIALIZED VEHICLES INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 657284G25



Limited Warranty Terms and Conditions – TSV Commercial / Turf Vehicles

The Textron Specialized Vehicles (TSV) Division of Textron Inc. (“Company”) provides that any new Model Year 2024 Cushman Commercial / Turf vehicle (the “Vehicle”) and/or battery charger purchased from Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by Company, shall be free from defects in material or workmanship under normal use and service (the “Limited Warranty”). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee (“Purchaser”) for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the “Warranty Period”):

Vehicle	Warranty Period
Cushman Commercial/Turf Vehicles (Refresher, Shuttle, Hauler):	
<ul style="list-style-type: none"> • Frame – workmanship • Gas Engine • All other parts and components unless otherwise noted 	Lifetime 3 years 2 years
• INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener retightening	90 days
Lead Acid Deep Cycle Batteries	Earlier of 2 years or 23,000 amp hours*
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
• ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years
<i>* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.</i>	

The Warranty Period for all parts and components of the Vehicle other than Lead Acid Deep Cycle Batteries shall commence on the date of delivery to the Purchaser’s location or the date on which the Vehicle is placed in Purchaser-requested storage.

The Warranty Period for Lead Acid Deep Cycle Batteries shall commence on the earliest of the date: •

- of Vehicle delivery to the Purchaser’s location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is one (1) year from the date of sale or lease of the Vehicle by the Company to an authorized company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner’s Manual, including but not limited to proper tire inflation, lack of charging, inadequate Lead Acid battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers for the vehicle or uses extension cords with battery chargers;
- gasoline powered Vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline Vehicle without installation of a heavy duty 12V battery;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on an electric powered Vehicle without installation of an adequately sized DC to DC converter to draw energy from the entire battery pack;
- adjustments are made to the injection pump fuel delivery system or CVT system; or • is equipped with non-standard tires not approved by the Company.

USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY COMPANY, OR WHICH WERE NOT INSTALLED BY COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. If Company elects to repair or replace a defective part, Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LEAD ACID DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery warranty replacement require specific testing, as specified by the Customer Care / Warranty Department. Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER COMPANY RIGHTS:

- Company may improve, modify or change the design of any TSV vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company beyond the terms of this Limited Warranty without the express written approval of the Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided with the Vehicle.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 646529G25





I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Ratify the Bureau of Indian Affairs (BIA) Emergency Facilities & Land Use Agreement with the City of Bartlesville.

Activation of the SEAT base at the Bartlesville Airport generally happens with very little to no advance notice making it very difficult to coordinate Council approval in a timely manner. Due to the lack of advance notice, Staff is requesting that Council authorize the City Manager or designee to approve and sign the Emergency LUA with the BIA to stream-line the emergency response process.

Attachments:

Emergency Facilities & Land Use Agreement between the BIA and City of Bartlesville.

II. STAFF COMMENTS AND ANALYSIS

BIA has operated a SEAT Base at the Bartlesville Airport during the late-winter, early spring, fire season for almost a decade. The purpose is to provide Air Attack and support 3-4 Single Engine Air Tankers to support fire-fighting operations on the ground.

III. BUDGET IMPACT

Revenue rate: \$270.00 per day

IV. RECOMMENDED ACTION

Staff recommends ratifying the agreement with the BIA.

Staff recommends authorizing City Manager or designee to sign Emergency LUA.

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 05/2023

<p>INCIDENT AGENCY (name, address, phone number) BIA, EASTERN OKLAHOMA REGIONAL OFFICE BRANCH OF FORESTRY 3100 WEST PEAK BLVD MUSKOGEE, OK 74401</p> <p>POINT OF CONTACT: Brent Gohring EMAIL: Brent.Gohring@bia.gov (580) 351-8800</p>	<p align="right">Page 1 of 3</p> <p>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</p> <p>AGREEMENT NUMBER: A0825LUA0003</p>
<p>EFFECTIVE DATES</p> <p>a. beginning: 3/6/2025</p>	
<p>b. ending: END OF INCIDENT</p>	

<p>OWNER (name, address, phone number-include day/night/cell)</p> <p>CITY OF BARTLESVILLE 401 S JOHNSTONE AVENUE BARTLESVILLE, OK 74003</p> <p>POINT OF CONTACT (if applicable): Mike Richardson (918) 350-0076 EMAIL: msrichardson@cityofbartlesville.org PAYMENT ADDRESS: <input checked="" type="checkbox"/> Same as above, or _____ REGISTERED IN SAM.GOV: <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No UEI: CKY9XKKMR6V8 EIN/SSN (only if not in SAM): _____ Vendor Code: 71387745 Information Worksheet attached N/A County: Osage State: OK Township: _____ Range: _____ Section: _____</p>	<p>INCIDENT NAME: <u>CROSS TIMBERS</u></p> <p>INCIDENT NUMBER: <u>OK-OSA-000264</u></p> <p>RESOURCE ORDER NUMBER: <u>S-6</u></p> <p>MODIFICATION No/DATE: _____</p> <p>MODIFICATION CO Initials: _____</p>
---	--

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):

SMALL BUSINESS
 LARGE BUSINESS
 SMALL DISADVANTAGED OWNED
 WOMEN OWNED
 HUBZONE
 SERVICE-DISABLED VETERAN
 PUBLIC ENTITY
 GOVERNMENT
 OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as HELIBASE/AVIATION.

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

Bartlesville Municipal Airport, 401 Wiley Post Road, Bartlesville, OK 74003

Utilization of (1) old FBO facility and adjacent pilots lounge, approximately 25' X 25' and 20' X 40' respectively, that includes lounging area, offices, electricity, restrooms, ramp space, retardant mix plant and air tanker retardant loading area. (2) Radio room 12' X 22' that includes base radio(s) and attached restroom on 2nd floor of Terminal building. Conference room located on the north end of Terminal building that includes electricity, restrooms, Internet, and aircraft radios; and (3) 2 trailers at Hanger #2 ramp.

Outside area to be used for a retardant base to include office space, loading area, additional vehicle & trailer parking if needed. Area identified is approximately .50 acres.

Water meter is provided by the City of Bartlesville. Government is responsible for the cost.

RATE: For each day that the land/facilities are used, the Government will pay the rate of \$270.00 per day for only those days used. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$2,700.00, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$N/A. Payment shall be in accordance with the incident Agency payment procedures.

UTILITIES AND SERVICES:

The above rate includes utility charges for the following:
 DIESEL
 GAS
 ELECTRICITY
 WATER
 TOILET SUPPLIES
 JANITORIAL SERVICES & SUPPLIES
 TRASH REMOVAL
 SEPTIC SERVICE
 EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

- The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: No Restoration is expected.
- The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre- and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: _____.

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMNIFICATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the Contractor, from any and all claims, liabilities, losses, damages, charges, etc. The Contractor does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The Contractor will be responsible for errors, omissions, and negligence of its employees. The United States Federal Government will be responsible for errors, omissions, and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping, and any other physical features which help describe the area.

FEDERAL ACQUISITION REGULATION CLAUSES:

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.usda.gov/procurement/policy/aqar.html

FAR 52.213-4 Terms and Conditions - Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (JAN 2025)

FAR 52.222-3 Convict Labor (June 2003)

FAR 52.232-1 Payments (APR 1984)

FAR 52.232-11 Extras (APR 1984)

FAR 52.232-17 Interest (MAY 2014)

FAR 52.232-25 Prompt Payment (JAN 2017)

FAR 52-233-1 Disputes (MAY 2014) ALT I (DEC 1991)

FAR 52.243-1 Changes—Fixed Price (AUG 1987) ALT I (APR 1984)

FAR 52.249-4 Termination for the Convenience of the Government (Services) (Short Form) (APR 1984)

FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service) (APR 1984)

Loss, Damage or Destruction: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE: <i>Mike Bailey</i>	DATE: <i>3-14-2025</i>	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE: <i>MIKE BAILEY City Manager</i>	PRINT NAME AND TITLE: <i>Teihahnietuh McCargo, Contracting Officer</i>		
PHONE NUMBER: <i>000-000-0000</i>	PHONE NUMBER: (918) 681-0311		
EMAIL: <i>m.bailey@cityofbartlesville.org</i>	EMAIL: <i>Teihahnietuh.McCargo@bia.gov</i>		

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

44 T-hangar/Hangar lease agreements between Airport tenants and City of Bartlesville.

Attachments:

44 Lease agreements between Airport Tenants and City of Bartlesville

II. STAFF COMMENTS AND ANALYSIS

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

Lease rate increases are to meet current market value.

III. BUDGET IMPACT

Revenue increase: \$ 25,000 annually

IV. RECOMMENDED ACTION

Staff recommends entering into all 44 airport tenant leases.

**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 Agwerx Aviation, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Dollars (\$200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--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 74003

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

5. **Effective Date.** The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. **Compliance With Laws.** Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. **Disclaimer.** LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Agwerx Aviation
PO Box 67
Tekamah, NE 68061

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____
Print Name: _____
Title: _____

Date: _____

Exhibit "A"
(Description of Leased Premises)

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

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Agwerx Aviation, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Nine Hundred and NO/100 Dollars (\$900.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$900.00/per month
05/01/2026--04/30/2027	(12 months)	\$900.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Agwerx Aviation
PO Box 67
Tekamah, NE 68061

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____
Print Name: _____
Title: _____

Date: _____

Exhibit "A"
(Description of Leased Premises)

Entire PAS Hangar 3 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Albion Aerial Sprayers, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Three Hundred and NO/100 Dollars (\$300.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$300.00/per month
05/01/2026--04/30/2027	(12 months)	\$300.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR OR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Albion Aerial Sprayers Inc.
1213 Larkspur Dr
Bartlesville, OK 74006

N4290N

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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


Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By:  _____
Print Name: Kris Jungman
Title: _____

Date: 02-10-2024

Exhibit "A"
(Description of Leased Premises)

T- Hangar #106 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport ("Agreement") is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as "City" or "Lessor", and Andrew Woodside, hereinafter referred to as "Lessee". The Lessor and Lessee may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the "Airport" or "Property"); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

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

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Three Hundred and NO/100 Dollars (\$300.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$300.00/per month
05/01/2026--04/30/2027	(12 months)	\$300.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Andrew Woodside
2716 Camelot Dr
Bartlesville, OK 74006

N4448K

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: A. B. Woodside
Print Name: ANDREW WOODSIDE
Title: _____

Date: 14 Feb 2025

Exhibit "A"
(Description of Leased Premises)

Entire North ½ of Hangar 3, approx. 2655 sq. ft., located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Brittney Day, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Fifty-Three and NO/100 Dollars (\$253.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$253.00/per month
05/01/2026--04/30/2027	(12 months)	\$253.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Brittney Day
434 NE Debell Ave
Bartlesville, OK 74006

N26ML

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Britney Day
Print Name: Britney Day
Title: Aircraft Owner

Date: 2/16/25

Exhibit "A"
(Description of Leased Premises)

T- Hangar #102 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Buz McAbery, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Three Hundred Seventy-Five and NO/100 Dollars (\$375.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$375.00/per month
05/01/2026--04/30/2027	(12 months)	\$375.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Buz McAbery
P.O. Box 2096
Bartlesville, OK 74005

N50BM N82BM

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: RMW
Print Name: BAZ McABERY
Title: LESSEE

Date: 2/14/2025

Exhibit "A"
(Description of Leased Premises)

T- Hangar #107 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and BMI Aviation, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Fifty-Three and NO/100 Dollars (\$253.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$253.00/per month
05/01/2026--04/30/2027	(12 months)	\$253.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: BMI Aviation
P.O. Box 965
Independence, KS 67301

N824GT

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: BR Boles
Print Name: Ryan Boles
Title: President

Date: 3/4/25

Exhibit "A"
(Description of Leased Premises)

T- Hangar #104 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport ("Agreement") is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as "City" or "Lessor", and C & C Cattle Company LLC, hereinafter referred to as "Lessee". The Lessor and Lessee may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the "Airport" or "Property"); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

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

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Three Hundred and NO/100 Dollars (\$300.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$300.00/per month
05/01/2026--04/30/2027	(12 months)	\$300.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: C & C Cattle Company LLC
6959 HWY 251A
Fort Gibson, OK 74434

N4304C

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Chris Ball
Print Name: CHRIS BALL
Title: Pres.

Date: 3/20/25

CB

Exhibit "A"
(Description of Leased Premises)

Approx. 1350 sq. ft. within PAS Hangar 1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and CMG Aviation LLC, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 16th day of February, 2025, and ending on the 28th day of February, 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 Dollars (\$200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--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 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR OR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: CMG Aviation, LLC
28 Lizard Head Dr.
Durango, CO 81301

N631AP, N23FX

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: B _____
Print Name: Ben Crowder
Title: Owner

Date: 2/22/2025

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.

**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 David Day, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Fifty-Three and NO/100 Dollars (\$253.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$253.00/per month
05/01/2026--04/30/2027	(12 months)	\$253.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: David Day
1289 State Hwy 99
Sedan, Ks 67361

N58688

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By:  _____
Print Name: David Jay
Title: c/o owner

Date: 2-14-25

Exhibit "A"
(Description of Leased Premises)

T- Hangar #109 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and David Day, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Fifty-Three and NO/100 Dollars (\$253.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$253.00/per month
05/01/2026--04/30/2027	(12 months)	\$253.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: David Day
1289 State Hwy 99
Sedan, Ks 67361

N52573

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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


Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By:  _____
Print Name: David Boy
Title: City Council

Date: 2-14-25

Exhibit "A"
(Description of Leased Premises)

T- Hangar #111 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Dennis Devries, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Fifty and NO/100 Dollars (\$250.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$250.00/per month
05/01/2026--04/30/2027	(12 months)	\$250.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: Dennis Devries
14346 N. 106th E. Avenue
Collinsville, OK 74021

N8021Y

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____
Print Name: _____
Title: _____

Date: _____

Exhibit "A"
(Description of Leased Premises)

Approx. 975 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Donna Hogan, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Dollars (\$200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--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 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: Donna Hogan
1821 Moonlight Drive
Bartlesville, OK 74006

N491WT

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Donna R. Hogan
Print Name: DONNA R HOGAN
Title: _____

Date: 3/3/2025

Exhibit "A"
(Description of Leased Premises)

Approx. 500 sq. ft. within PAS Hangar 1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Donna Hogan, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred and NO/100 Dollars (\$100.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$100.00/per month
05/01/2026--04/30/2027	(12 months)	\$100.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Donna Hogan
1821 Moonlight Dr.
Bartlesville, OK 74006

N19261

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____

Date: _____

Name: _____

Title: Mayor, City of Bartlesville

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

Donna R Hogan

By: _____

Date: 3/3/2025

Print Name: DONNA R HOGAN

Title: _____

Exhibit "A"
(Description of Leased Premises)

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

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Edward Smothers, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Dollars (\$200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--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 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR OR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: Edward Smothers
13302 E. 66th Street North
Owasso, OK 74055

N2197W

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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


Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: 
Print Name: Edward L. Smithers
Title: Owner

Date: 2-27-25

Exhibit "A"
(Description of Leased Premises)

Approx. 900 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport ("Agreement") is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as "City" or "Lessor", and Elite Aircraft SVCS, hereinafter referred to as "Lessee". The Lessor and Lessee may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the "Airport" or "Property"); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

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

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Dollars (\$200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--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 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

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

Spot #1

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: *Mike Rowell*
Print Name: Mike Rowell
Title: _____

Date: 2-24-2025

Exhibit "A"
(Description of Leased Premises)

Approx. 1000 sq. ft. within PAS Hangar 1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Elite Aircraft SVCS, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Dollars (\$200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--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 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

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

Spot #2

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: *M. Rowett*
Print Name: Mike Rowett
Title: _____

Date: 2-24-2024

Exhibit "A"
(Description of Leased Premises)

Approx. 1000 sq. ft. within PAS Hangar 1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Gone Flying LLC, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Dollars (\$200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--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 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR OR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: Gone Flying LLC
2005 Wiley Post Road
Bartlesville, OK 74003

N9102X

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: M. Keck
Print Name: M. Keck Howell
Title: _____

Date: 2-24-2025

Exhibit "A"
(Description of Leased Premises)

Approx. 1000 sq. ft. within PAS Hangar 1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Green Country Medical Inc., hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Three Hundred Seventy-Five and NO/100 Dollars (\$375.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$375.00/per month
05/01/2026--04/30/2027	(12 months)	\$375.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Green Country Medical Inc.
712 E Osage
Nowata, OK 74048

N5698Q

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____
Print Name: David Cash
Title: pres

Date: 2/20/25

Exhibit "A"
(Description of Leased Premises)

T- Hangar #101 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Kevin Potter, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Dollars (\$200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--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 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: Kevin Potter
PO Box 1100
Bartlesville, OK 74005

N1100G

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____
Print Name: _____
Title: _____

Date: _____

Exhibit "A"
(Description of Leased Premises)

Approx. 975 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Kevin Roll, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred Fifty and NO/100 Dollars (\$150.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$150.00/per month
05/01/2026--04/30/2027	(12 months)	\$150.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Kevin Roll
575 Kristy Ct.
Newport News, VA 23602

N72BJ

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____
Print Name: _____
Title: _____

Date: _____

Exhibit "A"
(Description of Leased Premises)

Approx. 500 sq. ft. within PAS Hangar 2 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Lents Prendergast, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred Fifty and NO/100 Dollars (\$150.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$150.00/per month
05/01/2026--04/30/2027	(12 months)	\$150.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Lents Prendergast
521 Denver Rd
Bartlesville, OK 74003

N7808V

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____
Print Name: _____
Title: _____

Date: _____

Exhibit "A"
(Description of Leased Premises)

Approx. 975 sq. ft. within PAS Hangar 2 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Mark Riner, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred and NO/100 Dollars (\$100.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$100.00/per month
05/01/2026--04/30/2027	(12 months)	\$100.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Mark Riner
716 N Spruce Ave
Bartlesville, OK 74006

N6836A

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____

Date: _____

Name: _____

Title: Mayor, City of Bartlesville

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Mark Riner
Print Name: MARK RINER
Title: Pilot

Date: 2-11-25

Exhibit "A"
(Description of Leased Premises)

Hangar/T-Hangar B-1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Mark Riner, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred and NO/100 Dollars (\$100.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$100.00/per month
05/01/2026--04/30/2027	(12 months)	\$100.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Mark Riner
716 N Spruce Ave
Bartlesville, OK 74006

N1143W

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Mark Riner
Print Name: MARK RINER
Title: Pilot

Date: 2-11-25

Exhibit "A"
(Description of Leased Premises)

Hangar/T-Hangar B-2 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Michael Johnston, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Fifty-Three and NO/100 Dollars (\$253.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$253.00/per month
05/01/2026--04/30/2027	(12 months)	\$253.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Michael Johnston
399908 West 1800 Rd
Bartlesville, OK 74006

N444LC

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Michael Johnston
Print Name: Michael Johnston
Title: Owner #105 Rental

Date: 2-14-25

Exhibit "A"
(Description of Leased Premises)

T- Hangar #108 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Mike Woods, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred and NO/100 Dollars (\$100.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$100.00/per month
05/01/2026--04/30/2027	(12 months)	\$100.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR OR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Mike Woods
393270 W 2900 Rd
Ochelata, OK 74051

N9104X

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____

Date: _____

Name: _____

Title: Mayor, City of Bartlesville

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:



By: _____

Date: 2-7-25

Print Name: W A Woods

Title: OWNER

Exhibit "A"
(Description of Leased Premises)

Hangar/T-Hangar E-1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Norval Gruver, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred and NO/100 Dollars (\$100.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$100.00/per month
05/01/2026--04/30/2027	(12 months)	\$100.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Norval Gruver
2917 Kingston Dr.
Bartlesville, OK 74006

N4566U

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____

Date: _____

Name: _____

Title: Mayor, City of Bartlesville

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Norval T. Gruver

Date: 2/8/25

Print Name: Norval T. Gruver

Title: _____

Exhibit "A"
(Description of Leased Premises)

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

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Patriot Flight LLC, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Dollars (\$200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--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 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: Patriot Flight LLC
2209 Deerfield Pl
Bartlesville, OK 74006

N216MA

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____
Print Name: Miss [Signature]
Title: Mayor - Patriot Flight LLC

Date: 2-13-25

Exhibit "A"
(Description of Leased Premises)

Approx. 950 sq. ft. within PAS Hangar 1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport ("Agreement") is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as "City" or "Lessor", and Phoenix Rising Aviation, Inc., hereinafter referred to as "Lessee". The Lessor and Lessee may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the "Airport" or "Property"); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

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

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

3. Term. This Agreement shall be effective for an initial term of one (1) month Commencing the 1st day of April, 2025, and ending on the 30th day of April, 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 One Hundred and NO/100 Dollars (\$100.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$100.00/per month
05/01/2026--04/30/2027	(12 months)	\$100.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THERewith, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Warren Peck
406 Wiley Post Road
Bartlesville, OK 74003

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

Phoenix Rising Aviation, Inc.
By: Warren A. Peck
Print Name: Warren A. Peck
Title: President

Date: 3/26/2025

Exhibit "A"
(Description of Leased Premises)

Hangar/T-Hangar E-2 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Phoenix Rising Aviation, Inc., hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred and NO/100 Dollars (\$100.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$100.00/per month
05/01/2026--04/30/2027	(12 months)	\$100.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Warren Peck
406 Wiley Post Road
Bartlesville, OK 74003

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Warren A. Peck
Print Name: Warren A. Peck
Title: President

Date: 2/13/2025

Exhibit "A"
(Description of Leased Premises)

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

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Prime Rib Aviation, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Three Hundred and NO/100 Dollars (\$300.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$300.00/per month
05/01/2026--04/30/2027	(12 months)	\$300.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Prime Rib Aviation LLC
P.O. Box 720
Nowata, OK 74048

N24LK

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Paul C. Lane
Print Name: Paul C. Lane
Title: _____

Date: _____

Exhibit "A"
(Description of Leased Premises)

T- Hangar #112 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Richard Conover, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred and NO/100 Dollars (\$100.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$100.00/per month
05/01/2026--04/30/2027	(12 months)	\$100.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR OR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Richard Conover
23741 N 3990 Rd
Bartlesville, OK 74003

N11JP

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____

Date: _____

Name: _____

Title: Mayor, City of Bartlesville

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____

Date: _____

Print Name: _____

Title: _____

Exhibit "A"
(Description of Leased Premises)

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

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Rick A. Boswell, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Fifty-Three and NO/100 Dollars (\$253.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$253.00/per month
05/01/2026--04/30/2027	(12 months)	\$253.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Rick A Boswell
2324 Mountain Dr.
Bartlesville, OK 74003

N55TZ

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: *Rick A. Boswell*
Print Name: RICK A. BOSWELL
Title: AIRCRAFT OWNER

Date: 3/1/2025

Exhibit "A"
(Description of Leased Premises)

T- Hangar #110 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Rick Kertson, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred Twenty-five and NO/100 Dollars (\$125.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$125.00/per month
05/01/2026--04/30/2027	(12 months)	\$125.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR OR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Rick L. Kertson
1736 SW Keeler Ave
Bartlesville, OK 74003

N847FQ

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: *Rick Kertson*
Print Name: RICK KERTSON
Title: _____

Date: 2/7/25

Exhibit "A"
(Description of Leased Premises)

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

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Robert Tedstrom, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred and NO/100 Dollars (\$100.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$100.00/per month
05/01/2026--04/30/2027	(12 months)	\$100.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Robert Tedstrom
237 Sagebrush Dr
Bartlesville, OK 74006

N31498

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____

Date: _____

Name: _____

Title: Mayor, City of Bartlesville

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Robert E. Tedjoren

Date: 10 FEB 25

Print Name: Robert E. Tedjoren

Title: _____

Exhibit "A"
(Description of Leased Premises)

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

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Sam Sparks, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Fifty-Three and NO/100 Dollars (\$253.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$253.00/per month
05/01/2026--04/30/2027	(12 months)	\$253.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Sam Sparks
P.O. Box 160
Independence, KS 67301

N2209Y

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: AA
Print Name: SAM SPARKS
Title: PILOT

Date: ~~01-2-11~~ 2-11-25

Exhibit "A"
(Description of Leased Premises)

T- Hangar #105 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Goemmer Land and Livestock LLC, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Dollars (\$200.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The*

following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:

05/01/2025--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 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE

ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: Goemmer Land and Livestock LLC
PO Box 2487
Bartlesville, OK 74005

N4754N

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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


Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By:  _____
Print Name: Shane Goemmer
Title: mgr/member

*Goemmer Land &
Livestock LLC*

Date: _____

Exhibit "A"
(Description of Leased Premises)

Approx. 1000 sq. ft. within PAS Hangar 1 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport ("Agreement") is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as "City" or "Lessor", and Steven Dunbar, hereinafter referred to as "Lessee". The Lessor and Lessee may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the "Airport" or "Property"); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

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

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One thousand and NO/100 Dollars (\$1000.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$1000.00/per month
05/01/2026--04/30/2027	(12 months)	\$1000.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR OR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Steven Dunbar
2417 S Dogwood Ave
Broken Arrow, OK 74012

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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


Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: 
Print Name: Stephen E. Dunbar
Title: _____

Date: Mar 13, 2025

Exhibit "A"
(Description of Leased Premises)

Entire hangar 4, located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Toby Lytle, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred Fifty and NO/100 Dollars (\$150.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$150.00/per month
05/01/2026--04/30/2027	(12 months)	\$150.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Toby Lytle
24871 S 638 RD
Grove, OK 74344-4523

N6994J

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Toby Lytle
Print Name: Toby Lytle
Title: Aircraft Owner

Date: 2/12/25

Exhibit "A"
(Description of Leased Premises)

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

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Gorman Aviation LLC, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred Fifty and NO/100 Dollars (\$150.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$150.00/per month
05/01/2026--04/30/2027	(12 months)	\$150.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Gorman Aviation LLC
398060 W 2200 Rd
Bartlesville, OK 74006

N8471T

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By:  _____
Print Name: Theresa Horner
Title: Mayor

Date: 2/17/25

Exhibit "A"
(Description of Leased Premises)

Approx. 700 sq. ft. within PAS Hangar 2 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Gorman Aviation LLC, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Fifty-Three and NO/100 Dollars (\$253.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$253.00/per month
05/01/2026--04/30/2027	(12 months)	\$253.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR OR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that the only utility provided is electric to the Leased Premises.

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

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

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

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

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

Lessee: Gorman Aviation LLC
398060 S 2200 Rd
Bartlesville, OK 74006

N4714C

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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


Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By:  _____
Print Name: Thomas A. Keiser
Title: Mayor

Date: 2/17/25

Exhibit "A"
(Description of Leased Premises)

T- Hangar #103 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Vergil Rhodes, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred and NO/100 Dollars (\$100.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$100.00/per month
05/01/2026--04/30/2027	(12 months)	\$100.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: ~~Virgil~~ Rhodes (VHR 2/21/25)
2508 Mountain Rd.
Bartlesville, OK 74003

N7486T

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

Vergil A. Rhodes, Jr.

By: _____
Print Name: VERGIL RHODES
Title: _____

Date: 2/21/25

Exhibit "A"
(Description of Leased Premises)

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

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport (“Agreement”) is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as “City” or “Lessor”, and Wayne McGinnis, hereinafter referred to as “Lessee”. The Lessor and Lessee may be individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the “Airport” or “Property”); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

**SEE EXHIBIT “A” attached hereto and incorporated herein
by this reference (the “Leased Premises”).**

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. Rent. Lessee, in consideration of the mutual promises and covenants contained in this Agreement, does covenant and agree with the City of Bartlesville to pay its rent for said leased property in the sum of One Hundred and NO/100 Dollars (\$100.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:*

05/01/2025--04/30/2026	(12 months)	\$100.00/per month
05/01/2026--04/30/2027	(12 months)	\$100.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
401 S Johnstone
Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance With Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE

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

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands that no utilities are provided to the Leased Premises, and that all utilities must be procured by Lessee.

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

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

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

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

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

Lessee: Wayne McGinnis
400 N Santa Fe Ave
Bartlesville, OK 74003

N1534A

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

By: _____

Date: _____

Name: _____

Title: Mayor, City of Bartlesville

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: _____

Date: _____

Print Name: _____

Title: _____

Exhibit "A"
(Description of Leased Premises)

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

**AIRPORT HANGAR LEASE AGREEMENT FOR THE
BARTLESVILLE MUNICIPAL AIRPORT – CITY OWNED**

This AIRPORT HANGAR LEASE AGREEMENT for certain facilities in and upon the Bartlesville Municipal Airport ("Agreement") is dated as of the Effective Date (defined herein below) by and between the CITY OF BARTLESVILLE, Oklahoma, an Oklahoma municipal corporation, hereinafter referred to as "City" or "Lessor", and WWII Airborne Demonstration Team Foundation, hereinafter referred to as "Lessee". The Lessor and Lessee may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

RECITALS:

A. WHEREAS, Lessor owns a majority of the Bartlesville Municipal Airport consisting of approximately 430 acres of land located on the west side of the City of Bartlesville, County of Osage, State of Oklahoma, together with all buildings, structures, fixtures, improvements, runways, taxiways, roads, paved areas, facilities, equipment, personal property and other property of Lessor located on or used on or about the airport, as well as all additions and installations of Lessor, which may hereafter be constructed therein or thereon by Lessor during the term of this Lease (all of the foregoing being hereinafter collectively referred to as the "Airport" or "Property"); and

B. WHEREAS, Lessor desires to let and Lessee desires to lease certain facilities in and upon the Airport pursuant to the terms and conditions of this Agreement, all as more fully set forth herein below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the respective promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Leased Premises. Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, does hereby demise and lease to Lessee the following described hangar facilities, to wit:

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

Lessor grants to Lessee the right of ingress and egress to and from the Leased Premises. Lessee shall not obstruct or interfere with use of the aprons or ramps as a means of access to and from other areas of the airport, nor interfere with the operations or business activities of Operator.

2. Permitted Use. All property leased and utilized by Lessee shall be used exclusively for aeronautical activities and such other permissible activities under City of Bartlesville Resolution 2668.

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

4. 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 Seven Hundred Fifty and NO/100 Dollars (\$750.00) per calendar month. The rent shall increase annually by the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) – (all items index, unadjusted) for the immediately preceding calendar year ending in December, results ordinarily published in January of the following year. *The*

following table is meant to illustrate and not revise the previous paragraph and is presented herein in order to assist in its interpretation:

05/01/2025--04/30/2026	(12 months)	\$750.00/per month
05/01/2026--04/30/2027	(12 months)	\$750.00 rent + CPI-U Percentage Increase from 2025 = monthly rent

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

City of Bartlesville
 401 S Johnstone
 Bartlesville, OK 74003

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

5. Effective Date. The "Effective Date" of this Agreement shall be the later of the two (2) dates upon which this Agreement is executed by Lessor and Lessee as evidenced by the date inserted by each such Party next to their authorized agents' respective signatures, and concurrent with their signature hereto. If Lessee fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessor's signature hereto, and if Lessor fails to date its signature hereto, the "Effective Date" of this Agreement shall be the date of Lessee's signature hereto.

6. Compliance with Laws. Lessee recognizes that the airport receives federal and state grant money from time to time, and that all Airport leases must comply with certain relevant federal laws and regulations, and agrees to comply with all such laws and regulations. Moreover, Lessee agrees to conduct all activities on the Leased Premises in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide.

7. Disclaimer. LESSOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND LESSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY AND LEASED PREMISES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF TITLE, CONDITION, SAFETY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANYONE ACTING FOR OR ON BEHALF OF THE LESSOR HAS MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AND THE LEASED PREMISES, ITS QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS THEREOF, OR ANY OTHER MATTER WITH RESPECT THERETO, THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES OF LESSOR OR ANYONE ACTING FOR ON BEHALF OF LESSOR, AND THAT ALL MATTERS CONCERNING THE PROPERTY AND LEASED PREMISES HAVE BEEN INDEPENDENTLY VERIFIED BY LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS IN ALL RESPECTS SATISFIED THEREWITH, AND THAT LESSEE

ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

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

9. Permits and Cooperation. Lessee shall, at no cost to Lessor, obtain any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this Agreement. Lessee shall coordinate all activities under this Agreement with Lessor to minimize any disruption to Lessor's facilities or operations on the Property.

10. Time of Essence. To the extent any obligations or time for performance set forth in this Agreement are to be performed by Lessor or Lessee or any rights under this Agreement are to be exercised by Lessor or Lessee, if at all, by a specific date or within a prescribed time period, **time shall be of the essence.**

11. Governing Law. The interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, except for any rule of law of the State of Oklahoma which would make the law of another jurisdiction apply.

12. Conflict of Interest. Lessee shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Lessor nor favor employees, officers or agents of Lessor, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Lessor unless such employees, officers or agents are acting as representatives of Lessor.

13. Non-Assignment. This Agreement is personal to Lessee and Lessee shall not assign the Leased Premises nor sublet the same or any part thereof, and any such attempted assignment or sublease without the written consent of Lessor shall be void.

14. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

16. Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the Parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by authorized representatives of Lessor and Lessee. The indemnities and releases provided for in this Agreement shall survive the termination of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

19. Utilities. Lessee understands utilities are provided to the leased premises. The cost of utilities is included in the rent. Any supplemental heat will only be utilized while lessee is present on the leased premises.

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

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

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

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

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

Lessee: WWII Airborne Demonstration Team Foundation
PO Box 67
Frederick, OK 73542

N4089T

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

(SIGNATURES ON FOLLOWING PAGE)

LESSOR:

CITY OF BARTLESVILLE

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

Date: _____

ATTEST:

City Clerk
APPROVED AS TO FORM AND CONTENT:

City Attorney

LESSEE:

By: Kevin Conner
Print Name: KEVIN CONNER
Title: ADT AIRWING COMMANDER

Date: 3/4/2025

Exhibit "A"
(Description of Leased Premises)

Approx. 7000 sq. ft. within Hangar 8 located at the Bartlesville Municipal Airport in Section 3-T26N-R12E, Osage County, Oklahoma.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Agenda language: Consent Agenda Item

Attachments: Truck Transfer Agreement

II. STAFF COMMENTS AND ANALYSIS

This item deals with the disposal of surplus property. Quint 3 is a 1998 Ferrara 100' ladder truck that was replaced with a 2006 100' Pierce Tower. Our original intent was to trade Quint 3 in on the next apparatus purchased by the City of Bartlesville. The City of Pawhuska Fire Department approached us regarding the possibility of purchasing Quint 3 from us to replace their current aerial fire truck which doesn't meet their needs. The City of Bartlesville will transfer ownership of Quint 3 to the City of Pawhuska and receive their current aerial truck and \$25,000 which is the approximate difference in value. Our intent will not change as we will trade their old aerial truck in on our next apparatus purchase. With having Quint 3 transferred to Pawhuska it will greatly improve their fire departments response capabilities as well as it will still be located in the area to provide mutual aid to neighboring departments if the need should arise.

III. BUDGET IMPACT

Minimal – The City of Pawhuska has agreed to pay the approximate difference in value between the two trucks which is \$25,000.

IV. RECOMMENDED ACTION

City staff recommends approval of the Truck Transfer Agreement.

TRUCK TRANSFER AGREEMENT

March 13, 2025

TO: Jerry Eubanks, Pawhuska City Manager

RE: Transfer of Ownership

Dear Mr. Eubanks,

The City of Bartlesville Fire Department agrees to transfer one 1998 Ferrara fire truck, Quint 3, VIN No. 44KFT428XWWZ18706, to the Pawhuska Fire Department.

The Pawhuska Fire Department agrees to take possession/ownership of the above-described property and in doing so agrees to take responsibility for all maintenance costs, ownership costs, and any costs of transfer.

In consideration of the 1998 Ferrara fire truck, the City of Pawhuska agrees to trade their 2000 E-One 118' Bronto Ladder Truck, VIN No. 4EN3AAA81Y1001636, and pay the amount of \$25,000 to the City of Bartlesville.

The City of Bartlesville agrees to take possession/ownership of the Bronto Ladder Truck, and in doing so agrees to take responsibility for all maintenance costs, ownership costs, and any costs of transfer.

Please sign and return this letter if you agree to these terms.

Sincerely,

Mike Bailey, on behalf of the City
of Bartlesville

Jerry Eubanks, on behalf of the City of
Pawhuska

Date: _____

Date: _____



Progress Report

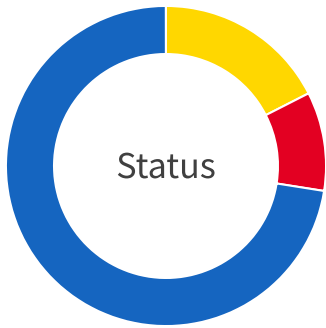
Bartlesville NEXT

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

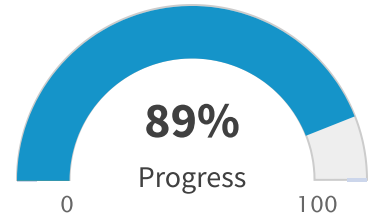
Report Created On: Apr 03, 2025

5 Strategic Priority	13 Objective	40 Goal
--------------------------------	------------------------	-------------------

Overall Summary



	%
Some Disruption	17.5
Major Disruption	10.0
Completed	72.5



Executive Summary

Summary: The "Bartlesville NEXT" plan is currently at 83% progress, marked by several accomplished goals across diverse strategic priorities including infrastructure, community character, financial strength, and emerging issues. Most notably, 65% of the objectives have been completed while 17.5% are progressing well, despite encountering some major disruptions at 15%. The plan focuses primarily on enhancing workplace culture, modernizing infrastructure, improving community spaces, and engaging with economic and community partners for development and retention strategies. Additionally, it involves evaluating regulatory policies, modernizing procedural practices, and adopting governance best practices.

Accomplishments: Various goals have been achieved, such as the implementation of several policies, the completion of a comprehensive asset management program, and improved community engagement through new platforms and partnerships. Key successes include completing infrastructure improvements, a joint meeting effort with strategic partners like the BDA, enhancing digital communication, and promoting effective governance with updated practices and handbooks. Employee engagement has been strengthened through completed initiatives like performance evaluation systems and work flexibility programs. Community-focused initiatives have led to the establishment of new cultural and civic engagement programs.

Roadblocks: While significant progress has been made, some goals have faced challenges, particularly in integrating key systems due to usability issues and delays caused by external regulatory conditions, such as those affecting housing collaborations. Additionally, the need for comprehensive studies on storm drains suggests potential delays or additional resource allocation. Some initiatives like enticing businesses and advancing certain cultural goals remain undeveloped or in earlier stages of planning.

Recommendations: To sustain momentum and mitigate disruptions, it is advised to continue leveraging partnerships with civic and economic entities to enhance resource and expertise sharing. Strategic prioritization of unresolved goals, alongside tackling usability concerns in system integrations, should be emphasized. Efforts to modernize and improve community spaces could be augmented by more robust citizen involvement strategies. Consider enhancing contingency planning for identified disruptions, and maintain transparency and communication to ensure stakeholder engagement remains high. Additionally, advancing ongoing updates to regulatory frameworks will solidify foundations for long-term projects, ensuring alignment with the community's evolving needs and aspirations.

Report Legend



Priority



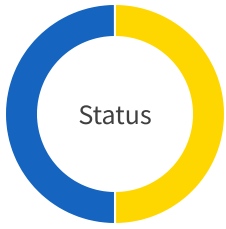
No Update



Overdue

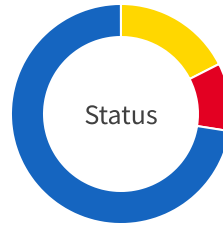
Department Summary

Accounting & Finance Department Progress 75%



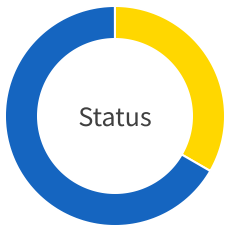
Some Disruption 50.0
Completed 50.0

City of Bartlesville Progress 89%



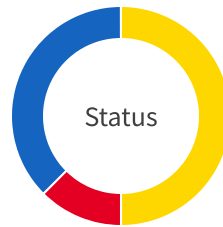
Some Disruption 17.5
Major Disruption 10.0
Completed 72.5

Communications Progress 97%



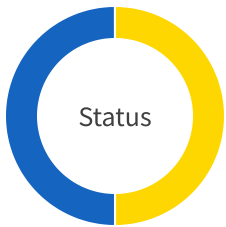
Some Disruption 33.33
Completed 66.67

Community Development Department Progress 69%



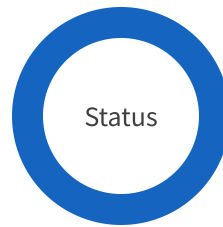
Some Disruption 50.0
Major Disruption 12.5
Completed 37.5

Engineering Department Progress 95%



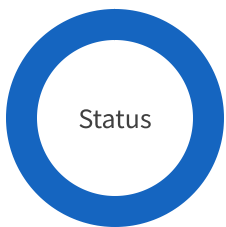
Some Disruption 50.0
Completed 50.0

History Museum Progress 100%



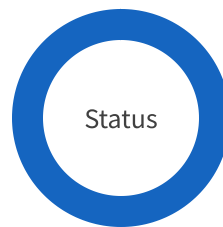
Completed 100.0

Human Resources Progress 100%



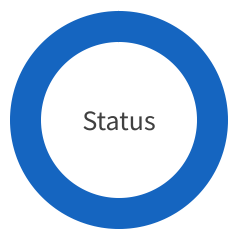
Completed 100.0

IT Department Progress 100%



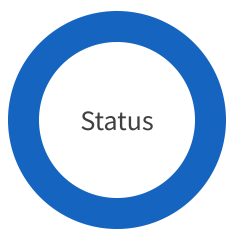
Completed 100.0

Library Progress 100%



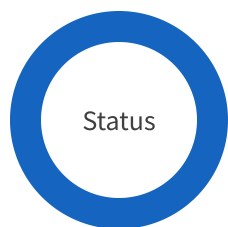
Completed %
100.0

Police Department Progress 100%



Completed %
100.0

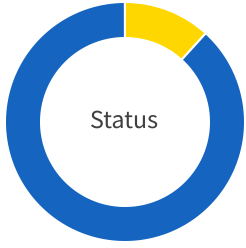
Public Works Department Progress 100%



Completed %
100.0

Plan Summary

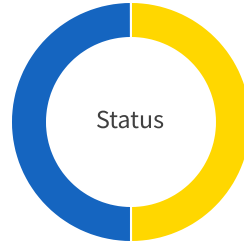
Strategic Priority 1 Progress 96%



	%	#
Some Disruption	11.76	2
Completed	88.24	15

Financial Strength & Operational Excellence

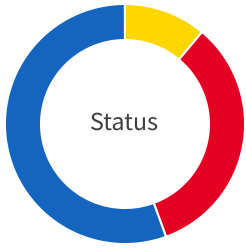
Strategic Priority 2 Progress 95%



	%	#
Some Disruption	50.0	1
Completed	50.0	1

Effective Infrastructure Network

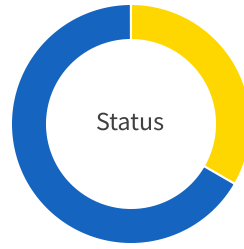
Strategic Priority 3 Progress 78%



	%	#
Some Disruption	11.11	1
Major Disruption	33.33	3
Completed	55.56	5

Economic Vitality

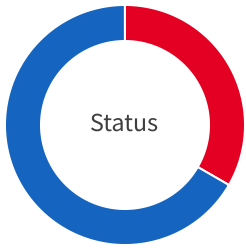
Strategic Priority 4 Progress 80%



	%	#
Some Disruption	33.33	3
Completed	66.67	6

Community Character

Strategic Priority 5 Progress 98%



	%	#
Major Disruption	33.33	1
Completed	66.67	2

Emerging Issues

Strategic Priority 1 Progress 96%

Financial Strength & Operational Excellence

	%	#
Some Disruption	11.76	2
Completed	88.24	15

Objective: 4

Goal: 17

Objective 1.1 Progress 100%

Focus on staff recruitment, retention, development, department collaborations, and safety programs to improve workplace culture and morale.

	%	#
Completed	100.0	5

Goal: 5

Goal 1.1.1

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

Ongoing - Oct 31, 2023 Completed Progress 100%

Investigate programs to recruit non-traditional employees and within schools.

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.1.2

Update provided by Kelsey Walker on Nov 30, 2023 06:00:01

Ongoing - Oct 31, 2023 Completed Progress 100%

Within six months of adoption of Strategic plan, investigate potential vacation buyback program.

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.1.3

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

Ongoing - Oct 31, 2023 Completed Progress 100%

Implement a job swap program for employees.

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.1.4

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

Ongoing - Jul 31, 2024 Completed Progress 100%

Hold employee appreciation luncheons twice yearly.

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.1.5

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

Ongoing - Apr 30, 2024 Completed Progress 100%

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

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Objective 1.2 Progress 100%

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

	%	#
Completed	100.0	4

Goal: 4

Goal 1.2.1

Ongoing - Oct 31, 2023 Completed Progress 100%

Develop a committee to research best practices and accreditation programs.

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

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

Challenges:

Next Steps:

Goal 1.2.2

Ongoing - Jul 31, 2023 Completed Progress 100%

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

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

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.2.3

Ongoing - Apr 30, 2024 Completed Progress 100%

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

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

Accomplishments:

Challenges:

Next Steps:

Goal 1.2.4

Ongoing - Oct 31, 2024 Completed Progress 100%

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

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

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

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

Objective 1.3 Progress 98%

Develop annual communications and feedback systems to include a standard report to citizens, community survey, and employee survey.

	%	#
Some Disruption	20.0	1
Completed	80.0	4

Goal: 5

Goal 1.3.1

Ongoing - Sep 30, 2024 Completed Progress 100%

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

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

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.3.2  

Ongoing - Apr 30, 2024 Some Disruption Progress 90%

Create and distribute an annual survey to obtain citizen feedback and requests for all City departments. Individual departments may also be surveyed individually as part of a larger survey plan.

Update provided by Kelsey Walker on Mar 28, 2025 13:41:22

Accomplishments: Survey postcards were mailed to randomly selected households beginning March 24, and reminder postcards will be sent beginning March 31.

Next Steps: The survey will open to the general public on April 14. Both the random survey and open participation survey will close on April 28, after which Polco will analyze the survey data and provide a report.

Goal 1.3.3

Ongoing - Jul 31, 2023 Completed Progress 100%

Create and distribute survey for employees to rate their department and the City as an overall employer by July 1, 2023.

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

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.3.4

Ongoing - Oct 31, 2023 Completed Progress 100%

Develop feedback cards for golf course, library and other City services as appropriate.

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

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 1.3.5

Ongoing - Apr 30, 2024 Completed Progress 100%

Continue to enhance, improve, and promote City Beat and grow subscription base by 10%.

Update provided by Kelsey Walker on Aug 31, 2023 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Objective 1.4 Progress 83%

Adopt governance best practices relating to debt, financial targets, multi-year plans, and a comprehensive Council handbook.

	%	#
Some Disruption	33.33	1
Completed	66.67	2

Goal: 3

Goal 1.4.1

Ongoing - Oct 31, 2023 Completed Progress 100%

Develop and adopt formal policies pertaining to:

- Debt Policy
- Utility Rate Studies
- Capital Planning Policy

Update provided by Kelsey Walker on Dec 31, 2023 06:00:01

Accomplishments: Goal has been completed,

Challenges:

Next Steps:

Goal 1.4.2

Ongoing - Jul 31, 2025 Some Disruption Progress 50%

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

Update provided by Jason Muninger on Apr 03, 2025 16:22:29

Accomplishments: Have a framework I believe will accomplish task.

Challenges: Finding good model to utilize.

Next Steps: finalizing budget doc and building 5 yr plan

Goal 1.4.3

Ongoing - Apr 30, 2024 Completed Progress 100%

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

Update provided by Kelsey Walker on Dec 31, 2023 06:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Strategic Priority 2 Progress 95%

Effective Infrastructure Network

	%	#
Some Disruption	50.0	1
Completed	50.0	1

Objective: 2

Goal: 2

Objective 2.1 Progress 90%

Develop Asset Management Program for infrastructure.

	%	#
Some Disruption	100.0	1

Goal: 1

Goal 2.1.1

Ongoing - Oct 31, 2025

Some Disruption

Progress 90%

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

Update provided by Micah Siemers on Apr 03, 2025 16:57:56

Accomplishments: We have contracted with Brightly for use of their asset management software. We have gone through the initial setup for water/wastewater and are working on garage and building maintenance assets to track.

Challenges: Making time to identify the assets to track and then how to set it up for the work order functionality

Next Steps: Training scheduled for Admin and then after a period of getting familiar with the software we will get training for supervisors and technicians

Objective 2.2 Progress 100%

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

	%	#
Completed	100.0	1

Goal: 1

Goal 2.2.1

Ongoing - Jun 30, 2023

Completed

Progress 100%

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

Update provided by Kelsey Walker on Aug 31, 2023 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Strategic Priority 3 Progress 78%

Economic Vitality

Objective: 3 Goal: 9

	%	#
Some Disruption	11.11	1
Major Disruption	33.33	3
Completed	55.56	5

Objective 3.1 Progress 65%

Reevaluate our development regulatory policies to ensure all rules, regulations, and processes align with best practices and reflect the character of our community.

Goal: 2

	%	#
Some Disruption	50.0	1
Major Disruption	50.0	1

Goal 3.1.1  

Ongoing - Oct 31, 2024 Some Disruption Progress 90%

Update the city’s comprehensive plan and other long-range plans utilizing accepted best practices (i.e. transportation, storm drainage, utilities, etc.).

Update provided by Larry Curtis on Mar 26, 2025 17:46:52

Accomplishments:

- Completed the initial review of the City’s comprehensive plan and associated long-range planning documents.
- Identified key areas for updates based on accepted best practices in transportation, storm drainage, utilities, and related infrastructure systems.

Challenges:

- Prioritizing proposed changes to ensure alignment with both community needs and resource availability.
- Coordinating input across departments and stakeholders to ensure proposed updates are comprehensive and feasible.

Next Steps:

- Begin reviewing and refining the proposed changes as part of the working group process.
- Evaluate how best practices can be applied within the context of local constraints and opportunities.
- Prepare draft recommendations for incorporation into the updated plans, with attention to infrastructure integration, future growth, and sustainability.

Goal 3.1.2

Ongoing - Jun 30, 2025

Major Disruption

Progress 40%

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

Update provided by Larry Curtis on Mar 26, 2025 17:47:53

Accomplishments:

- Identified the need to update zoning, subdivision, and related ordinances to align with the City’s long-term vision.
- Established that updates will follow and reflect the guidance of the updated comprehensive land use plan.

Challenges:

- Progress has been delayed as the City awaited completion of the comprehensive plan update to ensure consistency across planning documents.
- Anticipating the scale of changes needed to modernize codes and align them with current best practices and community goals.

Next Steps:

- Begin reviewing existing ordinances and codes in light of the proposed changes in the updated comprehensive plan.
- Develop a phased approach for revising land use regulations to support the City’s growth, development goals, and quality of life.
- Coordinate with stakeholders to ensure updated regulations are practical, enforceable, and supportive of the community’s vision.

Objective 3.2

Progress 100%

Collaborate with economic development partners and experts to optimize development.

	%	#
Completed	100.0	3

Goal: 3

Goal 3.2.1

Ongoing - Ongoing

Completed

Identify economic development partners and assign City employee to act as economic development liaison. Liaison shall act as conduit between economic development partners, developer, and City departments.

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

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 3.2.2

Ongoing - Dec 31, 2023

Completed

Progress 100%

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

Update provided by Kelsey Walker on Aug 31, 2023 05:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 3.2.3

Ongoing - Ongoing

Completed

Ongoing coordination between liaison and economic development partners.

Update provided by Kelsey Walker on Dec 31, 2023 06:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Objective 3.3 Progress 69%

Develop and implement strategies to retain and attract young professionals and families to Bartlesville.

	%	#
Major Disruption	50.0	2
Completed	50.0	2

Goal: 4

Goal 3.3.1

Ongoing - Sep 30, 2023 Completed Progress 100%

Identify community partners who employ and recruit young professionals.

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

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 3.3.2  

Ongoing - Jan 31, 2024 Major Disruption Progress 75%

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

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

Accomplishments: Meetings have started.

Challenges:

Next Steps:

Goal 3.3.3  

Ongoing - Jan 01, 2024 Major Disruption Progress 0%

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

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

Accomplishments: Goal has not yet been started.

Challenges:

Next Steps:

Goal 3.3.4

Ongoing - Jan 31, 2024 Completed Progress 100%

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

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

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Strategic Priority 4 Progress 80%

Community Character

	%	#
Some Disruption	33.33	3
Completed	66.67	6

Objective: 3 Goal: 9

Objective 4.1 Progress 100%

Explore opportunities to embrace the unique cultures of our community.

	%	#
Completed	100.0	2

Goal: 2

Goal 4.1.1

Ongoing - Jan 01, 2024 Completed Progress 100%

Coordinate a multi-cultural group to highlight the diverse cultures in our community.

Update provided by Kelsey Walker on Nov 30, 2023 06:00:01

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 4.1.2

Ongoing - Jan 31, 2025 Completed Progress 100%

Allocate city resources for support group (such as facilities, properties, venues, etc.)

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

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

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

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

Objective 4.2 Progress 60%

Develop and maintain healthy lifestyle options as a segment of our parks, recreation and transportation systems.

	%	#
Some Disruption	100.0	2

Goal: 2

Goal 4.2.1  

Ongoing - Oct 31, 2024 Some Disruption Progress 85%

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

Update provided by Larry Curtis on Mar 26, 2025 17:49:01

Accomplishments:

- Recognized the need to update the Parks Masterplan as a key component of the City’s broader Economic Vitality goals.
- Identified that the update will focus on ensuring that parks, recreation systems, and lifestyle options continue to meet the evolving needs of the public.

Challenges:

- Progress has been on hold pending the update of the City’s comprehensive plan to ensure alignment between park planning and the overall land use and development vision.
- Ensuring the Parks Masterplan reflects both current community input and long-term growth projections.

Next Steps:

- Resume planning efforts now that the comprehensive plan update is advancing, using it as a guide for evaluating and updating parks and recreation strategies.
- Assess current park assets and service coverage to identify gaps and opportunities for enhancement.
- Engage the public and stakeholders to refine priorities and support a responsive, community-centered Parks Masterplan.

Goal 4.2.2  

Ongoing - Oct 31, 2024 Some Disruption Progress 35%

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

Update provided by Larry Curtis on Mar 26, 2025 17:50:15

Accomplishments:

- Identified the need for a comprehensive Trails and Multi-Modal Plan that builds on existing assets, such as the bicycle plan, to support connectivity, mobility, and quality of life.
- Recognized the importance of aligning this plan with broader city planning efforts for consistency and impact.

Challenges:

- Development of the Trails and Multi-Modal Plan has been intentionally paused to ensure alignment with the updated comprehensive plan and future zoning code revisions.
- Ensuring integration across departments and plans to support a unified vision for mobility and recreation.

Next Steps:

- Begin development of the Trails and Multi-Modal Plan following the completion of the comprehensive plan update.
- Kick off the zoning code update process to ensure land use and development standards support and reinforce trail and mobility goals.
- Evaluate existing infrastructure and identify strategic opportunities for expansion and connectivity.

Objective 4.3 Progress 80%

Ensure and maintain clean, bright, vibrant community spaces.

Goal: 5

	%	#
Some Disruption	20.0	1
Completed	80.0	4

Goal 4.3.1

Ongoing - Apr 30, 2024 Completed Progress 100%

Address vandalism and criminal activities in our community spaces, including destruction or defacement of public restrooms, violations of park curfews, etc.

Goal 4.3.2

Ongoing - Oct 31, 2024 Some Disruption Progress 0%

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.

Goal 4.3.3

Ongoing - Oct 31, 2023 Completed Progress 100%

Establish Neighborhood Watch and Sentinel Program.

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

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

Challenges:

Next Steps:

- ✓ Improve security measures at public restrooms using automatic locks combined with motion and smoke detectors
- ✓ Police to respond to all calls at public restrooms generated by new systems
- ✓ Offenders, especially repeat offenders, will be prosecuted for vandalism, arson, trespassing, etc.

Update provided by Larry Curtis on Mar 26, 2025 17:54:03

Accomplishments:

- Keep Bartlesville Beautiful has taken a lead role in enhancing the City's appearance through community partnerships and volunteer efforts.
- Submitted an application to the Oklahoma Department of Transportation for a tree planting project at the Washington & Frank Phillips intersection, with funding secured from Phillips 66 and coordination through Up With Trees.
- Identified planting plans for downtown planters and completed a full clean-out of existing planters to prepare for new landscaping.
- Conducted a full inventory of existing benches downtown and are currently evaluating next steps for repair or replacement.
- Coordinated with the City's Engineering Department to assess the feasibility of a pedestrian crossing at Silver Lake and Nowata.

Challenges:

- Coordinating across departments and organizations to align timing, funding, and implementation of improvements.
- Ensuring ongoing maintenance and sustainability of beautification efforts.

Next Steps:

- Finalize and implement planting plans for downtown planters.
- Prioritize benches in need of repair or replacement and develop a phased plan for upgrades.
- Continue exploring opportunities for citizen-led clean-up events, adopt-a-mile/path programs, and other volunteer efforts to support City maintenance goals.
- Follow up on the feasibility assessment for a crossing at Silver Lake and Nowata, and determine potential next steps.

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

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

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:

Strategic Priority 5 Progress 98%

Emerging Issues

Objective: 1 Goal: 3

	%	#
Major Disruption	33.33	1
Completed	66.67	2

Objective 5.1 Progress 98%

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

Goal: 3

	%	#
Major Disruption	33.33	1
Completed	66.67	2

Goal 5.1.1



Ongoing - Apr 30, 2024 Major Disruption Progress 95%

Child Care

Update provided by Kelsey Walker on Sep 30, 2024 05:00:02

Accomplishments: New task force established and meeting regularly.

Challenges:

Next Steps: roposed regulations will be presented to Council on 10/7/24.

Goal 5.1.2

Ongoing - Apr 30, 2024 Completed Progress 100%

Housing

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

Accomplishments: Goal has been completed.

Challenges:

Next Steps:

Goal 5.1.3

Ongoing - Apr 30, 2024 Completed Progress 100%

Homelessness

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

Accomplishments:

Challenges:

Next Steps: Collaboration with "B the Light" will continue. Their construction currently delayed by ODEQ.



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the eight months ending February 28, 2025.

Attachments:

Interim Financials for February 28, 2025

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for February 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 February 28, 2025.



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

For The Eight Months Ended February 28, 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

TABLE OF CONTENTS

HIGHLIGHTS

MAJOR FUNDS:

GENERAL FUND

WASTEWATER OPERATING/BMA WASTEWATER FUNDS

WATER OPERATING/BMA WATER FUNDS

SANITATION

OTHER FUNDS:

REVENUE BUDGET STATUS

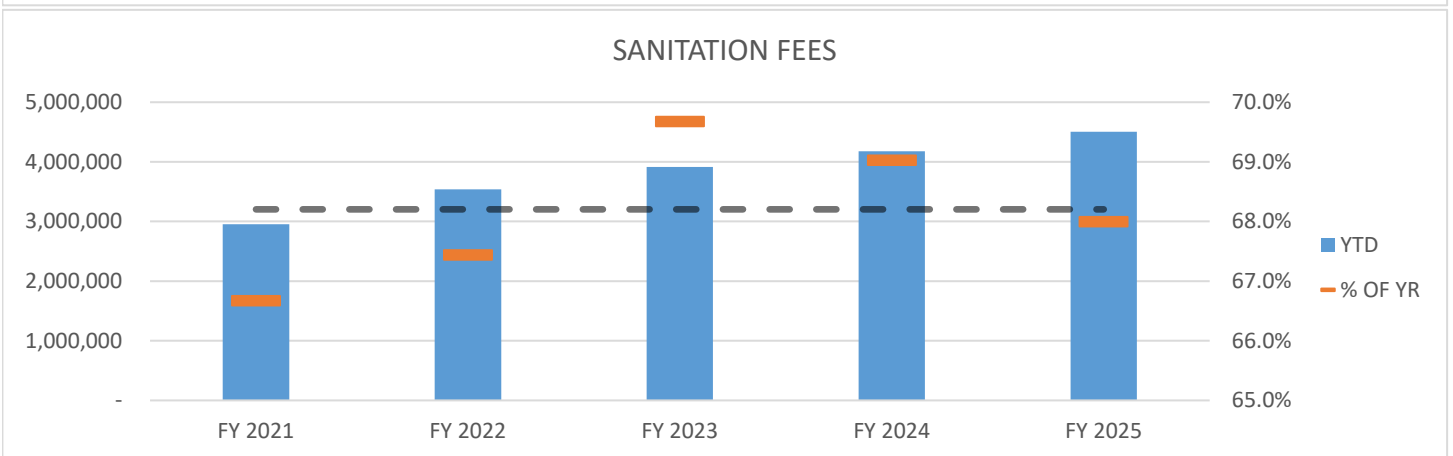
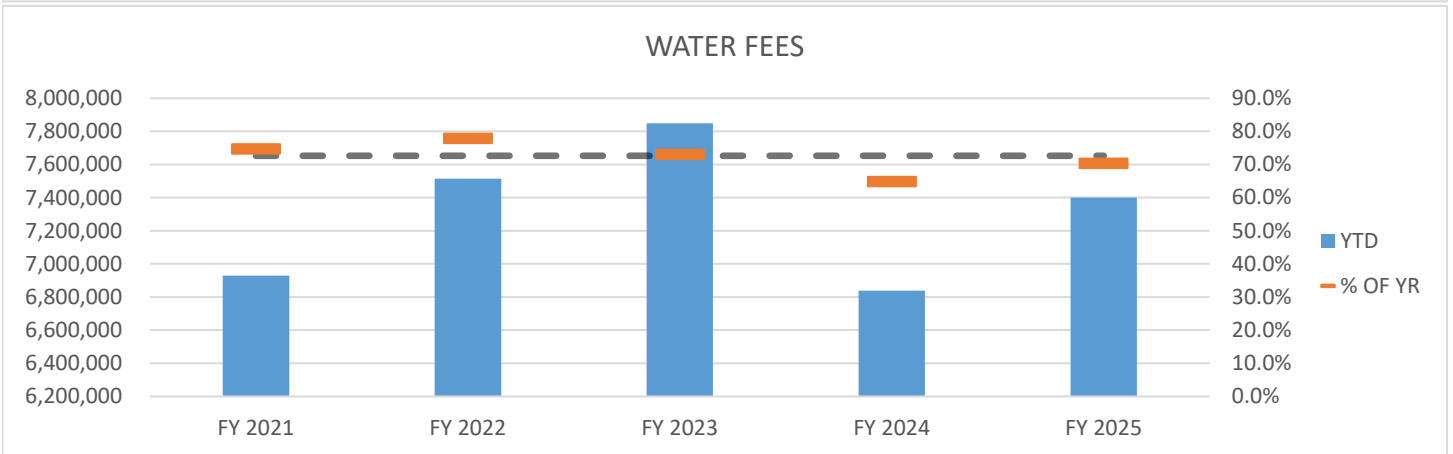
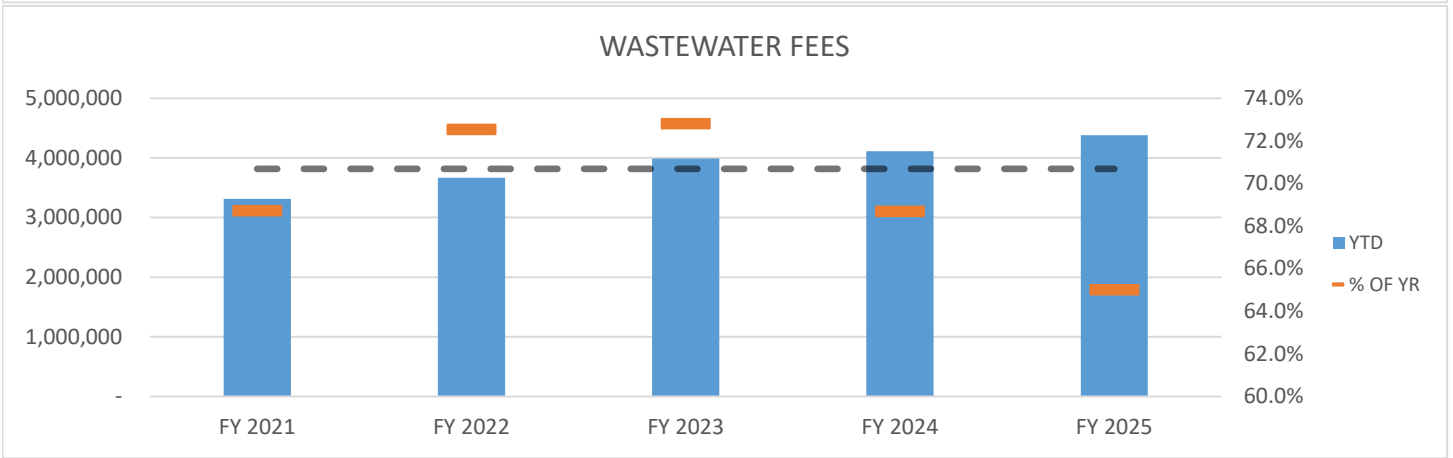
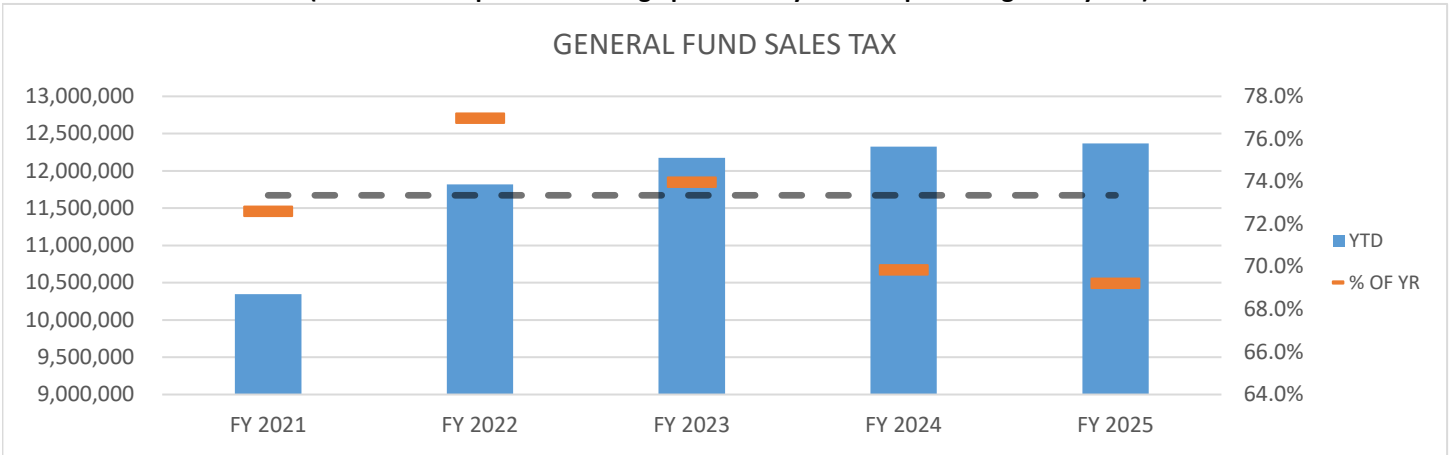
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

EXPLANATORY MEMO

FINANCIAL STATEMENT REVENUE HIGHLIGHTS

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



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

67% of Year Lapsed

	<u>2024-25 Fiscal Year</u>					% of Budget	<u>2023-24 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 17,869,148	\$ 11,912,765	\$ 12,368,746	\$ -	\$ 12,368,746	69.2%	\$ 12,326,256	68.2%
Use Tax	4,513,154	3,008,769	3,305,100	-	3,305,100	73.2%	3,416,627	70.9%
Gross Receipt Tax	1,656,600	1,104,400	1,029,528	-	1,029,528	62.1%	1,094,081	71.2%
Licenses and Permits	260,000	173,333	206,363	-	206,363	79.4%	211,756	81.5%
Intergovernmental	629,000	419,333	403,337	-	403,337	64.1%	446,509	61.3%
Charges for Services	539,900	359,933	365,585	-	365,585	67.7%	400,077	69.5%
Court Costs	193,900	129,267	92,538	-	92,538	47.7%	128,543	69.5%
Police/Traffic Fines	393,300	262,200	162,664	-	162,664	41.4%	238,182	70.2%
Parking Fines	45,300	30,200	32,385	-	32,385	71.5%	34,280	66.7%
Other Fines	66,000	44,000	35,750	-	35,750	54.2%	41,896	66.4%
Investment Income	150,000	100,000	1,702,450	-	1,702,450	1135.0%	1,897,403	89.7%
Miscellaneous Income	868,824	579,216	796,652	-	796,652	91.7%	771,588	67.7%
Transfers In	6,549,579	4,366,386	4,366,399	-	4,366,399	66.7%	4,374,156	66.7%
Total	<u>\$ 33,734,705</u>	<u>\$ 22,489,802</u>	<u>\$ 24,867,497</u>	<u>\$ -</u>	<u>\$ 24,867,497</u>	73.7%	<u>\$ 25,381,354</u>	69.6%
Expenditures:								
General Government	\$ 10,094,553	\$ 6,729,702	\$ 5,895,489	\$ 772,183	\$ 6,667,672	66.1%	\$ 5,356,631	59.5%
Public Safety	18,392,539	12,261,693	12,041,781	272,357	12,314,138	67.0%	11,160,101	65.4%
Street	2,180,609	1,453,739	1,298,625	71,160	1,369,785	62.8%	1,176,733	60.8%
Culture and Recreation	3,820,555	2,547,037	2,263,389	66,389	2,329,778	61.0%	2,183,397	61.0%
Transfers Out	4,787,466	3,191,644	3,390,658	-	3,390,658	70.8%	2,792,751	66.7%
Reserves	1,225,200	816,800	-	-	-	0.0%	-	N.A.
Total	<u>\$ 40,500,922</u>	<u>\$ 27,000,615</u>	<u>\$ 24,889,942</u>	<u>\$ 1,182,089</u>	<u>\$ 26,072,031</u>	64.4%	<u>\$ 22,669,613</u>	63.4%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 5,555,372					
Net Revenue (Expense)			(22,445)					
Ending Fund Balance			<u>\$ 5,532,927</u>					

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

67% of Year Lapsed

	<u>2024-25 Fiscal Year</u>					% of Budget	<u>2023-24 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Wastewater Fees	\$ 6,742,581	\$ 4,495,054	\$ 4,384,720	\$ -	\$ 4,384,720	65.0%	\$ 4,115,608	67.5%
Investment Income	-	-	143,550	-	143,550	N.A.	-	0.0%
Debt Proceeds	83,000,000	55,333,333	-	-	-	0.0%	-	N.A.
Miscellaneous	<u>30,000</u>	<u>20,000</u>	<u>106,539</u>	<u>-</u>	<u>106,539</u>	355.1%	<u>135,776</u>	99.8%
Total	<u>\$ 89,772,581</u>	<u>\$ 59,848,387</u>	<u>\$ 4,634,809</u>	<u>\$ -</u>	<u>\$ 4,634,809</u>	5.2%	<u>\$ 4,251,384</u>	66.7%
Expenditures:								
Wastewater Plant	\$ 3,177,550	\$ 2,118,367	\$ 2,040,612	\$ 1,021,414	\$ 3,062,026	96.4%	\$ 2,931,793	99.2%
Wastewater Maint	993,617	662,411	606,832	6,315	613,147	61.7%	526,569	63.3%
BMA Expenses	1,500,000	1,000,000	-	-	-	0.0%	-	N.A.
Transfers Out	1,836,183	1,224,122	1,224,127	-	1,224,127	66.7%	1,097,987	66.7%
Reserves	<u>97,138</u>	<u>64,759</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 7,604,488</u>	<u>\$ 5,069,659</u>	<u>\$ 3,871,571</u>	<u>\$ 1,027,729</u>	<u>\$ 4,899,300</u>	64.4%	<u>\$ 4,556,349</u>	83.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,925,118					
Net Revenue (Expense)			<u>763,238</u>					
Ending Fund Balance			<u>\$ 3,688,356</u>					

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

67% of Year Lapsed

	<u>2024-25 Fiscal Year</u>					% of Budget	<u>2023-24 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Water Fees	\$ 11,091,140	\$ 7,394,093	\$ 7,780,525	\$ -	\$ 7,780,525	70.2%	\$ 7,204,561	68.5%
Investment Income	-	-	127,320	-	127,320	N.A.	-	0.0%
Debt Proceeds	7,500,000	5,000,000	-	-	-	0.0%	-	N.A.
Miscellaneous	-	-	8,856	-	8,856	N.A.	749,416	100.0%
Total	<u>\$ 18,591,140</u>	<u>\$ 12,394,093</u>	<u>\$ 7,916,701</u>	<u>\$ -</u>	<u>\$ 7,916,701</u>	42.6%	<u>\$ 7,953,977</u>	69.6%
Expenditures:								
Water Plant	\$ 4,094,740	\$ 2,729,827	\$ 2,314,715	\$ 253,062	\$ 2,567,777	62.7%	\$ 2,342,990	63.6%
Water Administration	465,954	310,636	282,748	68,901	351,649	75.5%	277,319	67.2%
Water Distribution	2,373,912	1,582,608	1,333,308	59,026	1,392,334	58.7%	1,103,644	57.3%
BMA Expenses	10,775,784	7,183,856	2,182,189	306,009	2,488,198	23.1%	1,728,609	42.7%
Transfers Out	2,878,743	1,919,162	1,919,167	-	1,919,167	66.7%	1,723,524	66.7%
Reserves	252,659	168,439	-	-	-	0.0%	-	N.A.
Total	<u>\$ 20,841,792</u>	<u>\$ 13,894,528</u>	<u>\$ 8,032,127</u>	<u>\$ 686,998</u>	<u>\$ 8,719,125</u>	41.8%	<u>\$ 7,176,086</u>	56.7%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 7,688,787					
Net Revenue (Expense)			<u>(115,426)</u>					
Ending Fund Balance			<u>\$ 7,573,361</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

67% of Year Lapsed

	<u>2024-25 Fiscal Year</u>					% of Budget	<u>2023-24 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 6,626,914	\$ 4,417,943	\$ 4,506,108	\$ -	\$ 4,506,108	68.0%	\$ 4,118,800	66.5%
Investment Income	-	-	3,347	-	3,347	N.A.	-	N.A.
Miscellaneous	56,334	45,669	22,254	-	22,254	39.5%	89,559	64.8%
Transfers In	-	-	-	-	-	N.A.	-	N.A.
Total	\$ 6,683,248	\$ 4,463,612	\$ 4,531,709	\$ -	\$ 4,531,709	67.8%	\$ 4,208,359	66.5%
Expenditures:								
Sanitation	\$ 3,825,601	\$ 2,550,401	\$ 2,333,426	\$ 229,861	\$ 2,563,287	67.0%	\$ 2,239,013	63.4%
Transfers Out	2,684,272	1,789,515	1,789,520	-	1,789,520	66.7%	1,766,490	66.7%
Reserves	140,718	93,812	-	-	-	0.0%	-	N.A.
Total	\$ 6,650,591	\$ 4,433,728	\$ 4,122,946	\$ 229,861	\$ 4,352,807	65.4%	\$ 4,005,503	64.8%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 261,319					
Net Revenue (Expense)			408,763					
Ending Fund Balance			\$ 670,082					

ALL OTHER FUNDS
Revenue Budget Report - Budget Basis

67% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,881,469	1,456,579	77%
E-911 Fund	1,366,836	997,978	73%
Special Library Fund	88,000	171,166	195%
Special Museum Fund	-	20,355	N/A
Municipal Airport Fund	737,000	684,459	93%
Harshfield Library Donation Fund	-	26,516	N/A
Restricted Revenue Fund	91,320	24,138	26%
Golf Course Memorial Fund	-	33,012	N/A
CDBG-COVID	485,000	49,032	10%
ARPA	-	-	N/A
Justice Assistance Grant Fund	-	-	N/A
Opioid Settlement Fund	364,814	304,814	84%
Neighborhood Park Fund	-	3,141	N/A
Cemetery Care Fund	2,400	1,974	82%
Debt Service Fund	4,940,770	4,298,004	87%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	3,371,537	2,937,888	87%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	25,103	N/A
Wastewater Regulatory Capital Fund	-	30,809	N/A
City Hall Capital Improvement Fund	47,880	47,880	100%
Storm Drainage Capital Improvement Fund	-	4,264	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	764,543	66%
Sooner Pool Operating Fund	71,179	48,992	69%
Frontier Pool Operating Fund	95,013	65,807	69%
Municipal Airport Operating	526,200	379,058	72%
Internal Service Funds:			
Worker's Compensation Fund	132,951	99,308	75%
Health Insurance Fund	5,530,171	4,124,056	75%
Auto Collision Insurance Fund	75,000	103,207	138%
Stabilization Reserve Fund	1,550,943	1,033,963	67%
Capital Improvement Reserve Fund	8,057,005	5,913,025	73%
Mausoleum Trust Fund	-	425	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

67% of Year Lapsed

	Budget	Actuals	Percent of Budget
Special Revenue Funds:			
Economic Development Fund	5,708,341	2,384,749	42%
E-911 Fund	1,487,474	881,753	59%
Special Library Fund	202,000	124,201	61%
Special Museum Fund	25,100	13,190	53%
Municipal Airport Fund	1,223,924	1,734,377	142%
Harshfield Library Donation Fund	375,860	17,133	5%
Restricted Revenue Fund	306,262	89,740	29%
Golf Course Memorial Fund	46,253	27,280	59%
CDBG-COVID	485,000	550,226	113%
ARPA	500,000	333,336	67%
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	-	0%
Debt Service Fund	4,940,770	1,682,460	34%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	9,388,897	2,654,137	28%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	87,205	13,487	15%
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	350,437	107%
2019B G.O. Bond Fund	341,460	19,181	6%
2021A G.O. Bond Fund	526,494	506,596	96%
2022 G.O. Bond Fund	3,223,984	2,532,865	79%
2023 G.O. Bond Fund	6,337,154	1,432,773	23%
Proprietary Funds:			
Adams Golf Course Operating Fund	1,265,657	809,926	64%
Sooner Pool Operating Fund	78,002	40,872	52%
Frontier Pool Operating Fund	92,382	47,370	51%
Municipal Airport Operating	706,086	587,669	83%
Internal Service Funds:			
Worker's Compensation Fund	430,000	81,926	19%
Health Insurance Fund	5,531,208	4,145,905	75%
Auto Collision Insurance Fund	443,559	98,305	22%
Stabilization Reserve Fund	14,776,368	-	0%
Capital Improvement Reserve Fund	20,453,000	10,460,342	51%
Mausoleum Trust Fund	8,515	-	0%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

67% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	3,982,024	(606,983)	3,375,041
E-911 Fund	212,689	118,958	331,647
Special Library Fund	338,451	64,326	402,777
Special Museum Fund	163,780	7,165	170,945
Municipal Airport Fund	-	181,567	181,567
Harshfield Library Donation Fund	435,622	9,543	445,165
Restricted Revenue Fund	259,665	14,391	274,056
Golf Course Memorial Fund	49,914	9,598	59,512
CDBG-COVID	-	-	-
ARPA	1,732,952	(333,336)	1,399,616
Justice Assistance Grant Fund	14,804	-	14,804
Opioid Settlement Fund	-	304,814	304,814
Neighborhood Park Fund	64,343	3,141	67,484
Cemetery Care Fund	13,038	1,974	15,012
Debt Service Fund	3,610,645	2,615,544	6,226,189
Capital Project Funds:			
Sales Tax Capital Improvement Fund	6,360,355	557,562	6,917,917
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	140,792	15,066	155,858
Wastewater Regulatory Capital Fund	397,676	(9,054)	388,622
City Hall Capital Improvement Fund	180,119	47,880	227,999
Storm Drainage Capital Improvement Fund	59,177	4,264	63,441
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	-	-	-
2014B G.O. Bond Fund	3,885	-	3,885
2015 G.O. Bond Fund	-	-	-
2017 G.O. Bond Fund	-	-	-
2018A G.O. Bond Fund	-	-	-
2018B G.O. Bond Fund	31,386	-	31,386
2018C G.O. Bond Fund	-	-	-
2019A G.O. Bond Fund	327,431	(326,564)	867
2019B G.O. Bond Fund	350,641	-	350,641
2021A G.O. Bond Fund	526,494	(353,582)	172,912
2022A G.O. Bond Fund	3,112,203	(1,312,612)	1,799,591
2023 G.O. Bond Fund	6,564,913	(1,031,120)	5,533,793
Proprietary Funds:			
Adams Golf Course Operating Fund	136,622	(10,615)	126,007
Sooner Pool Operating Fund	40,167	10,208	50,375
Frontier Pool Operating Fund	54,603	20,669	75,272
Municipal Airport Operating	431,254	(189,958)	241,296
Internal Service Funds:			
Worker's Compensation Fund	321,209	22,952	344,161
Health Insurance Fund	3,001	(1,849)	1,152
Auto Collision Insurance Fund	496,502	17,238	513,740
Stabilization Reserve Fund	13,225,425	1,033,963	14,259,388
Capital Improvement Reserve Fund	21,349,355	2,646,481	23,995,836
Mausoleum Trust Fund	8,709	425	9,134



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 Bartlesville, OK Examiner-Enterprise Feb. 26, March 1 & 5, 2025)

INVITATION FOR BIDS

**City of Bartlesville
Water Plant High Service Pump VFD Replacement
Bid No. 2024-2025-014**

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 24th day of March, 2025 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to remove and replace existing VFD for high service pumps at the Water Plant as called for in the plans and specifications on file in the Engineering Department, (918) 338-4251 City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003. Plans, specifications, and contract documents may be examined and are available at a nonrefundable charge of **\$50.00** in this office.

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

1	LS	Remove and Replace HSP-PHSC-111
1	LS	Remove and Replace HSP-PHSC-121



Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Center Building, 401 S. Johnstone, Bartlesville, Oklahoma 74003. **PROPOSAL FOR WATER PLANT HIGH SERVICE PUMP VFD REPLACEMENT, BID NO. 2024-2025-014.**" Proposals shall be accompanied by a five percent (5%) bid guarantee.

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

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

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

DATED this 24th day of February, 2025.


City Clerk
By 

BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2024-2025-014 for the Water Plant High Service Pump VFD Replacement project.

B. ATTACHMENTS:

Brown Engineers Recommendation and Bid Tabulation

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

A. PROJECT DESCRIPTION:

One of the capital projects approved this fiscal year through the Water Plant Capital Reserve Fund is to replace the variable frequency drives for the high service pumps. The water plant has five high service pumps that move water from the treatment plant into the distribution system – each can pump up to 10 million gallons of water per day. Two of these high service pumps have variable frequency drives (VFD) for the motor control, which allow the pumps to be regulated to vary the flow based on demand. These existing VFD's were installed in 2006 with the original plant construction and repair parts can no longer be secured for these models. The project will remove and replace these variable frequency drives.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, E-Plan Bidding, and Southwest Construction News, four (4) contractors obtained copies of the bid documents and two (2) contractors submitted a bid. The bids were as follows:

Expanse Electrical Company (Houston, TX)	\$833,500.00
Crossland Heavy Contractors (Tulsa, OK)	\$1,588,000.00

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:

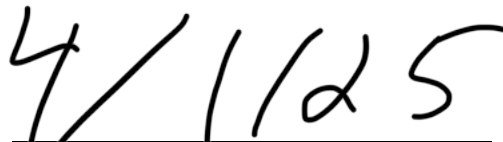
Originally, \$400,000 was budgeted for the replacement of one VFD through the Water Plant Capital Reserve fund with the other drive being replaced in fiscal year 2027. The project was priced with both drive replacements separately, allowing for either one or both drives to be replaced. However, the variable frequency drive market has been highly volatile over the past five years, and unfortunately, the initial budget did not reflect the current market conditions. After consulting with Brown Engineers, they found that the pricing offered by Expanse Electrical was highly competitive and recommended that, if the City could secure the necessary funds, replacing both drives would be a unique opportunity—unlikely to see such pricing for this size of drive again. The water capital fund has ample flexibility, with over \$7 million in available funds, which could be utilized for this project without affecting future capital initiatives.

III. RECOMMENDED ACTION

Expanse Electrical was incorporated in 2012 and has extensive experience in medium voltage drives, mainly with projects in the oil and gas industry. In researching their qualifications, staff has determined the Expanse Electrical has the necessary technical expertise and financial capabilities to complete the project. Brown Engineers also research Expanse Electrical and came to the same conclusion. As noted in the budget section, the original budget included funding for one drive replacement, with the other drive replacement being pursued in a future fiscal year. Due to the favorable pricing along with the available funds in the water capital fund (over \$7MM), Staff recommends awarding the contract to Expanse Electrical for \$833,500, which covers the replacement of both drives, utilizing the available funds from the water capital fund.



Council Member



Date



17200 Chenal Pkwy. Suite 300, PMB 324
Little Rock, Arkansas 72223
501-448-0100
www.BrownEngineers.net

March 28, 2025

Terry Lauritsen, PE
Director of Water Utilities
City of Bartlesville, OK

Re: Recommendation of Award:
Water Plant High Service Pump VFD Replacement 2024-2025-014
BE Project No. BTL-007

Dear Mr. Lauritsen:

The bids for the the Water Plant High Service Pump VFD Replacement have been reviewed. Two bids were received. The bid prices are as follows:

Expanse Electrical Company, LLC\$833,500.00
Crossland Heavy Contractors, Inc.\$1,588,000.00

Expanse Electrical Company, LLC. is the apparent low bidder. Their submitted bid was complete. For this reason, Brown Engineers recommends that Expanse Electrical Company, LLC bid be accepted as responsive for a total amount of \$833,500.00

If you have any questions, please do not hesitate to contact me at (501) 902-9100 mobile.

Sincerely,

BROWN ENGINEERS, LLC

A handwritten signature in black ink that reads 'Bruce Brown'.

Bruce Brown, P.E.
Principal in Charge
OK PE: 20995

Attachments:

Certified Bid Tabulation
Expanse Electrical Company, LLC Bid Documents

BID TABULATION

Water Plant High Service Pump VFD Replacement 2024-2025-014



BTL-007

Monday, March 24, 2025

ENGINEER: BRUCE BROWN, PE

	COMPANY NAME	BASE BID AMOUNT	COMMENTS
1	Expanse Electrical Company, LLC	\$833,500.00	
2	Crossland Heavy Contractors, Inc.	\$1,588,000.00	

CERTIFIED AS CORRECT

By: Bruce Brown, PE

Date: March 28, 2025



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to adopt new Council meeting rules.

Attachments:

Resolution Adopting Council Meeting Rules of Procedure

City Council Meeting Rules of Procedure

II. STAFF COMMENTS AND ANALYSIS

General Background Info

On February 24, 2025, the City Council met in a workshop session to discuss the Council's existing meeting rules and possible changes to these rules. The discussions ranged from ways to better utilize existing rules to adopting a completely new set of rules. Ultimately, the majority of the Council directed me to prepare completely new meeting rules based on the discussion that night.

Using the sample rules from that meeting and the Council's discussion as my guides, I have attempted to draft a comprehensive set of rules that will provide sufficient guidance while granting appropriate flexibility to improve the efficiency and effectiveness of our meetings. This has been a challenging task, but I believe that the attached rules meet the goals that were communicated to me that night.

Summary of Proposed Rules

The rules are broken into 13 distinct sections.

Section 1 discusses the authority and background for these rules.

Section 2 discusses the purpose of these rules.

Section 3 simply describes how these rules are to be applied.

Section 4 defines who shall serve as presiding officer and how one is selected in the absence of the Mayor and Vice Mayor.

Section 5 delves into Councilmember, Mayor and Vice Mayor duties as well as some general information about the positions and meeting conduct.

Section 6 relates to the general rules of the Council and its meetings. Many of these rules are a restatement of existing authority that merely seeks to consolidate this information into a single location. However, based on Council's previous discussion, I have included a maximum time limit for our meetings.

Section 7 describes the process for establishment of our agendas.

Section 8 describes the usual order of business and how the agenda is to be arranged.

Section 9 deals specifically with public participation at our meetings. This section does have some notable changes and expansions from our previous rules as further described below:

- Limits public comment to agenda items only.
- Establishes time limits for speakers and for the entirety of the public comment portion of the meeting. It also describes the method by which the presiding officer shall reduce each speakers' time to stay within the allotted time limit.
- Limits those participating in public comment to citizens of Bartlesville or those who hold a valid business license for the City of Bartlesville.
- Establishes procedures for sign in, Council discretion for each agenda item, and rules for speakers addressing the Council.

Section 10 provides for rules of behavior for everyone attending a City Council meeting and also specific rules for speakers addressing the Council.

- Rules of behavior for all attendees consists of guidance about disruptions, demonstrations, signs, video and audio recordings, cell phone ringers, damage to property, and consequences for violation of these rules.
- Specific rules of behavior for speakers include guidance about disruptions, repeating points already made, following the directions of the presiding officer, denigrating others, prohibited speech, yelling, simple complaints with existing resolution procedures, dialogue with other members while presenting, and sign/props.

Section 11 provides from guidance for interpreting both these rules and the Council Handbook.

Section 12 explains the Council's expectations including following these rules and the handbook and limiting use of electronic devices during meetings.

Section 13 provides guidance on the application of these rules as they pertain to a failure to follow the rules.

The original draft of these rules was circulated to the Council on March 7, 2025. Since that time, I have received feedback from nearly all of you. Where I believe there was largely agreement among the Council, I have made the changes that were requested in the original document. I have summarized those changes below:

- Various grammatical, format, and procedural changes. (Several)
- Added additional context to the Council's goals in adopting these rules (Mayor Curd)
- Added additional detail about timing system (Mr. East)

- Changed maximum meeting to time to 2.5 hours which can be extended to 3 hours total. (Mr. Kirkpatrick)
- Changed the number of Councilmembers it takes to add an item to the agenda from 3 to 2. (Mr. Kirkpatrick) This is a fairly complicated item which can create accidental OOMA violations. I envision the process as working like this:
 - Councilmember submits proposed agenda item to me
 - I submit to the Mayor
 - If the Mayor does not approve, then the Councilmember may ask one other Councilmember to support it
 - If 2 Councilmembers want it included, then the Mayor must include it
 - This prevents an OOMA violation, provides some control over the agenda to the Mayor, but gives each Councilmember a method to override the Mayor.

In addition to the feedback that I received and was able to incorporate, there was other feedback that I believe requires a Council decision.

- Remove the prohibition against clapping and cheering. This was included due to the potential disruption to our meetings caused during emotionally charged subjects. However, there could be unintended consequences to its inclusion as well. Would this prohibit applause after an award? Should this prohibition only be enforced during public comment and Council debate? Should it be stricken altogether.
- Should we ban signs and props altogether?
- Should we allow all Councilmembers to include items on the agenda without oversight by the Mayor?

One last item for consideration. David Weatherford, a well-respected City Attorney for numerous municipalities in Oklahoma, provided us with some information from rules that he encourages Councils to adopt. This information is typically adopted as an ordinance that would be separate from these rules. It is used to provide legal authority to prevent the disruption of public meetings.

Section 9.08.150 Willfully Disturbing, Interfering with or Disrupting Public Business or Employees

A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt public business or the business of any board, commission, public trust, political subdivision, or school board, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.

B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, public official, board member, or other security personnel.

C. For purposes of this section, “disturb, interfere or disrupt” means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others. Further, conduct at a public meeting, or directed toward a public employee, that a reasonable person would find hostile, offensive, and intended to disrupt the public meeting or employees’ work shall meet the definition of disturb, interfere or disrupting public business. Abusive conduct may include infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the undermining of the public meeting process.

I believe the attached rules are fair, and they balance both the interests of an engaged citizenry and the efficient conduct of our municipal business meetings. I also believe this captures the spirit and intent of the Council’s discussion from our workshop meeting and the feedback that I have received so far.

The attached rules have been reviewed by both City staff and the City attorney.

Please schedule these items for consideration and possible action at our regular meeting in April 2025.

III. RECOMMENDED ACTION

Staff recommends that Council consider the rules, amend them if necessary, and adopt then adopt them by resolution.

CITY COUNCIL MEETING RULES OF PROCEDURE

1.	Authority	1
1.1	General Authorities and Applicability.....	1
1.2	General Administration.....	1
1.3	Amendment	2
1.4	Rosenberg’s Rules of Order	2
2.	Purpose	2
3.	Applicability	2
4.	Presiding Officer	2
5.	Mayoral Duties and Responsibilities	3
5.1	Appointment of Vice Mayor and Vice Mayor Duties and Responsibilities.....	3
5.2	Appointments to Authorities, Boards, and Committees	3
5.3	Seats on the Dais.....	3
5.4	Mayor’s and Council Offices at City Hall.....	3
5.5	Conducting Meetings.....	3
6.	General Rules – City Council Meetings	4
6.1	City Council Meeting Schedule	4
6.2	Quorum.....	5
6.3	Absences	5
6.4	Types of Meetings.....	5
6.5	Notice and Agenda Posting.....	7
6.6	No Surprises Rule	7
6.7	Actions Limited to Posted Agendas	8
6.8	Maximum Length of Council Meetings.....	8
6.9	Minutes	8
6.10	Staff Attendance	9
6.11	Meetings That Are Not Subject to the Open Meetings Act.....	9
6.12	Televised Meetings	10
7.	Development of Agenda	10
8.	Order of Business – Regular Meetings	10
8.1	Call to Order and Roll Call	10
8.2	Invocation	11
8.3	Public Comment on Agenda Items	11
8.4	City Council Announcements, Proclamations, and Openings	11
8.5	Consent Agenda	11
8.6	Public Hearings.....	12
8.7	Agenda Items	12
8.8	New Business	12
8.9	City Manager and Staff Reports.....	12

8.10	City Council Comments or Inquiries	12
8.11	Adjournment.....	12
9.	Public Participation	12
9.1	Addressing the City Council	13
9.2	Public Comment Time Limit.....	13
9.3	Speaker Time Limit.....	13
9.4	Members of the Public Addressing the City Council	13
10.	Rules of Behavior at Council Meetings	14
10.1	General Rules of Behavior for All Attendees	14
10.2	Specific Rules of Behavior for Speakers.....	16
11.	Rules of Procedure and the Council Handbook.....	17
12.	City Council Expectations.....	17
12.1	Following Meeting Rules of Procedure and Council Handbook	17
12.2	Limited use of electronic devices for private communications during meetings	17
13.	Failure to Observe Rules of Procedure	17

1. Authority

These rules of procedure are established for the effective and fair conduct of City Council meetings and to help promote public confidence in the integrity of local government. By adopting these rules, the City Council intends to balance a policy of public involvement in local government and efficient conduct of its business meetings. In support of and respect for an open, fair, transparent and informed decision-making process, the Bartlesville City Council recognizes:

- Civil, respectful, and courteous behavior are an important part of the democratic and decision-making process; and
- Uncivil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process; and
- To preserve the intent of open government and maintain a positive environment for citizen input and Council decision-making, the following City Council Meeting Rules have been established.

1.1 General Authorities and Applicability

1.1.1 The Charter of the City of Bartlesville provides that the city council shall determine its own council meeting rules. Until such time as they are amended or new rules are adopted by resolution, these rules govern the order and conduct of business of the City Council, legislative bodies that meet concurrently with the council, council committees, and council-established boards, commissions, authorities, and committees. Ad hoc committees are not subject to these rules.

1.1.2 These rules are applicable to council-established boards, commissions, and committees, as well as to the persons sitting on those boards, commissions, authorities, and committees. Those council-established boards, commissions, and committees that are authorized to adopt rules of procedure shall adopt rules that are consistent with these Rules and may not be in conflict with the Charter of the City of Bartlesville, Bartlesville Municipal Code, the Constitution, or laws of the State of Oklahoma.

1.2 General Administration

1.2.1 The council shall review and revise these rules at least annually, or as needed.

1.2.2 During council discussions, deliberations, and proceedings, the presiding officer has the primary responsibility to ensure that the council, staff, and members of the public adhere to these rules.

1.2.3 Any council member who thinks the rules are being violated may make a “point of order”

to call for the presiding officer to enforce the rules.

1.3 Amendment

Any rule may be adopted, altered, amended, or repealed by resolution at any time by a majority vote of the council, provided that it is placed on an agenda in accordance with these rules.

1.4 Rosenberg's Rules of Order

To the extent these rules do not address an issue of parliamentary procedure for legislative body meetings, *Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century, Revised 2011* shall apply.

2. **Purpose**

The purpose of these rules is to document the City Council's accepted practices and to clarify expectations by establishing guidelines for the orderly, consistent, and fair conduct of the City Council's business.

These rules of procedure are intended to help implement, but do not limit or supersede, the state and local laws that govern the requirements and responsibilities for the City Council's meetings. Those laws include but are not limited to the Open Meetings Act, Open Records Act, Bartlesville Municipal Charter, and Bartlesville Municipal Code.

These rules of procedure are not intended to limit the inherent power or the general legal authority of the City Council, and failure to follow these rules will not invalidate a City Council action.

3. **Applicability**

These rules of procedure apply to the preparation, posting, and distribution of the agendas for City Council meetings. They also relate to the orderly discussion of items and the City Council's voting procedures to take formal action or provide direction to staff.

4. **Presiding Officer**

The mayor is the presiding officer for each meeting of the City Council that the mayor attends. In the mayor's absence, the vice mayor shall be the presiding officer for the meeting when the vice mayor is present. In the absence of both the mayor and the vice mayor, the council members present at the meeting shall select a presiding officer.

The presiding officer shall have the mayor's duties and responsibilities for conducting City Council meetings.

5. Mayoral Duties and Responsibilities

The mayor is elected by a majority of the City Council. The mayor is a member of the City Council and has all the powers of a council member. The mayor enjoys, and shall not be deprived of, any rights and privileges as a council member. Additionally, the mayor shall have all the powers and duties granted by the Bartlesville Municipal Charter and Bartlesville Municipal Code.

5.1 Appointment of Vice Mayor and Vice Mayor Duties and Responsibilities

The vice mayor shall be elected by a majority of the City Council. The vice mayor is a member of the City Council and has all the powers of a council member. The vice mayor enjoys, and shall not be deprived of, any rights and privileges as a council member.

If the mayor is absent or unable to act, the vice mayor shall then serve for the mayor, and shall have all of the powers and duties of the mayor until such time as the mayor returns or is again able to act.

5.2 Appointments to Authorities, Boards, Commissions, Authorities, and Committees

The council shall appoint its own members to designated committees by majority action of the council in accordance with the council policy related to such appointments. The council shall also appoint other committee members as authorized by the rules of each committee and the council policy related to such appointments.

5.3 Seats on the Dais

The mayor shall sit at the center of the dais for all City Council meetings. If the mayor is absent, the presiding officer shall sit at the center of the dais.

In December of each year, the remaining seats on the dais shall be filled moving outward from the mayor's seat by the vice mayor with remaining seats to be filled in order of seniority with any ties to be decided by random action at the mayor's discretion.

5.4 Mayor's and Council Offices at City Hall

Neither the mayor nor any City council member shall be provided an office at City Hall. Meeting rooms are available for the use of council members on a first come, first served basis.

5.5 Conducting Meetings

The mayor's duties and responsibilities for conducting City Council meetings as the presiding officer are as follows:

5.5.1 Call to Order

The mayor shall call the meeting to order at the appointed time. If both the mayor and the vice mayor are absent, then the City Attorney or City Manager shall call the meeting to order and the council members present shall then select a presiding officer for that meeting.

5.5.2 Preservation of Order

The mayor shall preserve order and decorum, and shall discourage personal, verbal attacks on council members, staff, and/or members of the public, but shall not prohibit criticisms of the policies, procedures, programs, or services of the City. The mayor shall confine debate to the item under discussion. Any council member may call for a point of order if they observe a violation of these rules, and the mayor shall address the situation. See also Section 10 for Rules of Behavior.

5.5.3 Questions of Parliamentary Procedure

The mayor shall determine all questions of parliamentary procedure in consultation with the City attorney who shall serve as the Council's official parliamentarian.

5.5.4 Reordering of Agenda

The mayor may reorder the items on the agenda for a noticed meeting.

5.5.5 Motion to Be Stated and Roll Call Votes

The mayor, or the council member who made the motion, shall state all motions submitted for a vote by the City Council; and the mayor or the City clerk shall announce the result of the vote. A roll call vote shall be for all council actions.

6. General Rules – City Council Meetings

City Council meetings shall be open to the public, but the public shall be excluded from executive sessions as authorized by state law.

City Council meetings shall be open to the media, but the media shall be excluded from executive sessions as authorized by state law.

City Council meetings may be recorded by the public and the media in accordance with Section 10.1.5, provided such recordings do not interfere with orderly conduct of the meetings and do not constitute a persistent disruption of the proceedings.

6.1 City Council Meeting Schedule

Each December, an annual calendar for the regular meetings of the council shall be posted in accordance with the charter.

6.2 Quorum

The presence of three council members shall constitute a quorum of the City Council necessary to transact business at a meeting. In the event a quorum is not in attendance, those attending the meeting will be named in the minutes, and they shall continue the meeting to a set date, time, and location. If all council members are absent, the City manager or City attorney shall continue the meeting to a set date, time, and location.

6.3 Absences

6.3.1 Absence

If a council member is absent for any reason other than illness from all City Council meetings for three (3) consecutive months, his or her office becomes vacant and shall be filled as any other vacancy in accordance with the Bartlesville Municipal Charter.

6.3.2 Absentee Participation

State law generally does not permit absent council members to attend meetings remotely. Additionally, absent council members are discouraged from communicating their opinions on agenda items to staff or to other council members to convey at the council meeting on behalf of the absent council member.

6.4 Types of Meetings

6.4.1 Regular Meetings

The City Council shall meet in the City Council Chambers at City Hall, 401 S. Johnstone Avenue, for all regular City Council meetings. The regular meetings shall begin at 5:30 p.m. on the first Monday of each month, unless otherwise specified by posted notice.

6.4.2 Special Meetings

Special meetings may be called by the mayor, the City manager, or by a majority of council members. The call and notice for a special meeting must specify the items to be considered and the date, time, and location for the meeting.

The City Council may take final action at a special meeting that is not a workshop.

6.4.3 Special Meeting Workshops

The City Council may meet informally in special meetings designated as workshops that are called by the mayor, the City manager, or by a majority of Council members. Workshops are special

meetings intended for: training purposes, team building, strategic planning, to receive briefings and background information, and hold general discussions on major issues before City Council action is required. Special meeting workshops are also intended for the City Council to work with staff to develop administrative items such as the budget, for the City Council to receive public input on matters of community wide concern, and for similar activities.

Workshops are open to the public and are meetings for purposes of the Open Records Act. The City Council may provide direction, but unlike other special meetings the City Council may not take a final action at a workshop.

6.4.4 Executive Session Meetings

Executive sessions may only be held as authorized by state law and shall be held in accordance with the provisions of the Open Meetings Act. Executive sessions will typically be held at the end of another meeting but may be called as a special meeting.

After meeting in executive session, the City Council shall reconvene in open session and the presiding officer shall confirm that in accordance with state law, no action was taken.

6.4.5 Concurrent Meetings

As the council members are also the members of authorities, boards, commissions, authorities, and committees, the City Council may concurrently convene the meetings of the City and such other bodies as may be required for the efficient execution of the business of the City.

Joint meetings of the City Council and any other legislative body or bodies shall be noticed as a meeting for each body.

6.4.6 Teleconferenced Meetings

State law on teleconferenced meetings is extremely impractical and inefficient. As such, no such meetings shall be held under current State law.

6.4.7 Continued Meetings

Any meeting of the City Council may be continued to a later date. Such continuation shall not require additional notice, but the date, time, and location of the continued meeting shall be announced during the motion to continue the meeting.

6.4.8 Emergency Meetings

If the mayor, City manager, or at least three council members determine that a catastrophic event has caused an emergency situation to exist as defined by law, then the City Council may

immediately hold an emergency meeting in accordance with the Open Meetings Act.

6.4.9 City Council Committees

The City Council and City manager may form ad hoc City subcommittees that do not have final decision-making authority. Ad hoc City subcommittees comprised solely of less than a quorum of the City Council and that are limited to both a defined task and a duration are not subject to the Open Meetings Act.

The City Council may form standing City Council subcommittees by either resolution or ordinance.

City Council standing subcommittees comprised of less than a quorum of the City Council and having other members, shall comply with the Open Meetings Act and follow these rules of procedure.

6.4.10 Votes

Votes of the City Council shall be conducted by public roll call only. Committees may use other methods to call votes. Council members may recuse themselves from discussion and voting based on conflicts as identified in our Council Code of Ethics. State law does not recognize votes to abstention, and any vote to abstain shall be counted as a “No” vote.

6.5 Notice and Agenda Posting

The City clerk shall post the notices and agendas for each City Council meeting in the bulletin board in front of City Hall and on the City’s website.

6.5.1 Regular Meetings

It is the City Council’s expectation that the agendas for regular meetings should be posted at least 24 hours prior to the meeting in accordance with the Open Meetings Act, and that agenda packets shall be delivered to the City Council at least six (6) days before the meeting dates.

6.5.2 Special Meetings and Workshops

Notice of the call for a special meeting must be sent to each council member at least 2 business days before the special meeting. Notice shall also be posted at least 2 business days prior to the meeting in accordance with the Open Meetings Act. Agendas must be posted at least 24 hours before the special meeting date. Agenda packets shall be provided to the council as far in advance of the meeting as is reasonably possible.

6.6 No Surprises Rule

The council and City staff shall engage in honest, open communications about City business. As such, whenever possible, the council and staff shall use a “No Surprises Rule.” All questions, concerns, comments, documents, research, etc., shall be shared openly, equally, and in accordance with all applicable laws between the City manager and City Council. While the council is not prohibited from asking questions that were not communicated prior to a council meeting, council members are encouraged to communicate all questions as far in advance of the meeting as is practical.

6.7 Actions Limited to Posted Agendas

The City Council shall not discuss or take action on any item not appearing on the posted notice or agenda for that meeting. However, council members and staff may make brief announcements, statements, or reports at a time indicated on the agenda.

The City Council may take action on items not appearing on the agenda only in the following situations:

- a. If an emergency situation (as defined by law) exists; or
- b. If there is a need for immediate action that came to the City’s attention after the agenda was posted, action may be taken only at regular meetings under the agenda item titled new business as permitted by the Open Meetings Act.

6.8 Maximum Length of Council Meetings

All council meetings shall be adjourned within two and a half (2.5) hours of their start time. In the event that the entire council participates in one or more consecutive, official meetings where the entire council serves as the board, then the final consecutive meeting shall adjourn within three hours of the start time of the first meeting. These meetings may be extended beyond the time limit by a majority of the council for an additional 30 minutes to allow for final agenda items to be decided. At the conclusion of this time limit, the meeting shall be continued in accordance with section 6.4.7 of these rules.

6.9 Minutes

6.9.1 All Proceedings Recorded

An account of all open meetings of the City Council shall be recorded, and minutes prepared, by the City clerk or designee. After the City Council approves the meeting minutes, the City clerk shall enter them into official minute books of the City Council.

6.9.2 Official Record of the Meeting

City Council meetings, which are open to the general public, are recorded by electronic means, however, audio and video tapes of such City Council meetings are not the official record of those

meetings. The approved minutes constitute the only official record.

6.10 Staff Attendance

6.10.1 City Manager

The City manager, or designee, shall attend all City Council meetings. The City manager may make recommendations and shall have the right to take part in all discussions of the City Council, but shall have no vote.

6.10.2 City Attorney

The City attorney, or designee, shall attend all City Council meetings unless excused by the Mayor. Upon the City Council's request, the City attorney shall provide opinions and recommendations, either written or oral, on questions of law and procedure.

6.10.3 City Clerk

The City clerk, or designee, shall attend all City Council meetings open to the general public. The City clerk shall record, prepare, and maintain the official record of such City Council's proceedings and perform other related duties as may be prescribed by the City manager.

6.10.4 Department Heads/Employees

Department directors and employees shall attend City Council meetings as directed by the City manager.

6.10.5 Security

The chief of police, or designee, serves as security and will attend City Council meetings as directed by the City manager.

6.11 Meetings That Are Not Subject to the Open Meetings Act

A quorum of the City Council may attend conferences and similar gatherings, open community meetings organized by a person or organization other than the City Council, open and noticed meetings of another legislative body other than a City advisory body, and social and ceremonial gatherings without complying with the notice and agenda requirements in these rules of procedure, provided that the council members do not discuss among themselves business of a specific nature that is within the City's subject matter jurisdiction.

Meetings of an ad hoc City subcommittee are not subject to these rules of procedure unless the mayor or City Council expressly state that the committee shall follow these rules.

Briefings of less than a quorum of the City Council are not subject to these rules of procedure.

6.12 Televised Meetings

City Council meetings held in the council chambers are generally telecast via local television and available via streaming video on the City's official website and recorded for later viewing. Other standing committee, board, commission, and authority meetings held in the council chambers may be televised using the same technology but are not required. Meetings held outside of the council chambers shall not typically be televised.

7. Development of Agenda

The City manager, with approval from the mayor, is responsible for preparing the City Council's meeting agenda. Items may also be placed on an agenda for City Council consideration in the following ways: by direction of the mayor; by direction of the City manager, but direction of the City attorney in consultation with the City manager; or by direction of at least two council members.

The agenda shall contain a brief general description of each item of business to be transacted or discussed, including any items to be discussed in executive session.

8. Order of Business – Regular Meetings

The usual order of business for Council meetings shall be as follows:

1. Call to Order
2. Roll Call
3. Invocation Provided by Ministerial Alliance
4. Public Comment on Agenda Items
5. City Council Announcements and Proclamations
6. Authorities, Boards, Commission, and Committee Openings Announcement
7. Consent Agenda
8. Public Hearings
9. Agenda Items
10. New Business (only permitted at regular meetings)
11. City Manager and Staff Reports
12. City Council Comments and Inquiries
13. Adjournment

8.1 Call to Order and Roll Call

The beginning of the meeting is reserved for bringing the meeting to order. The mayor shall call to order the business meeting of the City Council. The City clerk shall note the time the meeting was called to

order for the official record. After calling the meeting to order, the mayor shall request a roll call from the City clerk to determine if a quorum of the council is present.

8.2 Invocation

The invocation shall be provided by the Bartlesville Ministerial Alliance. If no invocation is provided by the Ministerial Alliance, then the mayor may request that a member of the council or public provide the invocation.

8.3 Public Comment on Agenda Items

As further defined in Section 9 of these rules, the public may provide comments on agenda items during this section. The public must sign up in advance of the start of the meeting and must declare which agenda item(s) for which they wish to make comment. This section is limited solely to comment on agenda items. By state law, the council may not engage in conversation or answer questions during this item.

8.4 City Council Announcements, Proclamations, and Openings

This section of the meeting is reserved for announcements and proclamations by the council. Proclamations are ceremonial documents issued at the discretion of the mayor. They provide an opportunity for the council to recognize exceptional events, organizations, and people and to increase public awareness of issues having community-wide significance to the City of Bartlesville. Proclamations will be issued in accordance with the Proclamation Guidelines identified in our Council Handbook.

8.5 Consent Agenda

The Consent Agenda is an efficient means of approving routine items of City business without discussion or debate. Any item on the consent agenda may be removed by a council member for further discussion, but all items remaining on the consent agenda are to be approved by a single motion and vote. (It is strongly suggested that any item to be pulled be communicated to the City manager as far in advance of the meeting as possible, so the City manager may ensure that the appropriate staff are present to answer council questions.) Items removed may be further discussed before action is taken. The consent agenda does not need to be read in full before taking action as all items on the agenda are clearly stated and available for both the public and Council.

Consent agenda approval process:

1. Mayor announces that the Consent Agenda is to be considered.
2. Mayor asks council if they would like to remove anything from the consent agenda.
3. Mayor calls for a motion to approve the remainder of the consent agenda.
4. After approval of consent agenda, mayor opens discussion on any items that were removed.

5. After discussion, removed consent agenda items are approved individually or as a group by standard motion.

8.6 Public Hearings

State law mandates that certain items of City business must be preceded by a public hearing. These hearings have special rules of notice and procedure determined based on the type of action being contemplated. The public's participation in these hearings is limited to 3 minutes per person per hearing.

8.7 Agenda Items

This portion of the agenda is for more complex agenda items that require presentation and discussion before potential action is taken by the City Council. The following criteria will be considered when arranging the items in this section.

1. Items presented by out-of-town speakers will be placed first in this section.
2. Items of particular public interest will be placed next in this section.
3. More routine items presented by staff or council shall be placed at the end of this section.

8.8 New Business

New business for purposes of the Open Meeting Act is defined as "any matter not known about or which could not have been reasonably foreseen prior to posting of the agenda." New business is only allowed during regular meetings and is not allowed at special or emergency meetings.

8.9 City Manager and Staff Reports

The City manager may make routine reports or announcements to the council or public during this section. No action may be taken by council on any item presented during this section, but the council may request that anything presented be brought back for formal consideration at a future meeting.

8.10 City Council Comments or Inquiries

The City Council may inquire of the City manager about any item of City business during this section, or the City Council may comment on City or community events. No action can be taken during this section.

8.11 Adjournment

Once this item of the agenda is reached, the mayor shall adjourn the meeting. This does not require a vote or the consent of the council. Adjournment at any point in the meeting other than this agenda item requires a motion to adjourn and a majority vote of the council.

9. Public Participation

A City Council meeting is a limited public forum where members of the public are permitted to address the council in accordance with these rules. At every meeting of the City Council, except where the council is the subordinate meeting, the public will be given an opportunity to provide comment about items on the agenda. This opportunity will occur at the beginning of the agenda under “Public Comment on Agenda Items.” As this is a business meeting of the City Council, all public comment must pertain to an item of City business included on the agenda.

The procedures for addressing public comments to the City Council are as follows:

9.1 Addressing the City Council

Members of the public who want to address the City Council should indicate their desire by signing in on the form provided by the City clerk before the meeting. The City clerk will prominently display the methods to address the City Council in the City Council chambers or other location where the City Council gathers in person for a meeting.

9.2 Public Comment Time Limit

“Public Comment on Agenda Items” shall be limited to 15 minutes. The mayor or a majority of the council may extend the total length of the comment periods by up to 15 minutes for a total of 30 minutes. Said extension must be decided before the start of the comment period. A timing system visible to both the Mayor and speaker with audible alarm will be used to keep track of these limits.

9.3 Speaker Time Limit

The amount of time allotted to each member of the public wishing to address the City Council shall be no more than three (3) minutes. The mayor may reduce the amount of time allotted to each speaker based upon the number of persons wishing to speak and other reasonable factors. Individual members of the public may not yield their allotted time, or any remaining portion thereof, to anyone else.

Prior to calling for public comment during the meeting, the mayor shall set and announce the time limit for each member of the public to speak before inviting members of the public to address the City Council. A timing system visible to both the Mayor and speaker with audible alarm will be used to keep track of these limits.

9.4 Members of the Public Addressing the City Council

- a. The City Council is elected by and serves the citizens of Bartlesville. As such, the council wishes to afford the opportunity for (1) the citizens of Bartlesville and (2) anyone holding a valid business license issued by the City of Bartlesville to comment on City business. Only those members of the public who meet one of these two criteria shall be allowed to comment during “Public Comment on Agenda Items.”

- b. Anyone wishing to comment to the council during “Public Comment on Agenda Items” must sign in before the meeting using the appropriate form which will be provided by the City clerk. Said form shall include fields for Name, Address, Contact Info (optional), and the agenda item to be commented upon. The public may provide comment on any agenda item except the following: Call to Order, Roll Call, Invocation, Public Comment on Agenda Items, City manager and Staff Reports, City Council Comments, and Adjournment. The mayor shall call the speakers generally in the order they sign up.
- c. The mayor or a majority of the council may open up a specific agenda item for public comment. The public comment will be limited to five (5) total minutes and may be extended by an additional five (5) minutes by the mayor or a majority of the council and will be specific to the agenda item. The time allotted to each speaker will be determined by the mayor based on the number of speakers wishing to address the council. The length of the comment period and amount of time per speaker shall be announced before calling the first speaker to the podium.
- d. Each speaker shall provide their name and either their residential address or the address for the valid business license for which they are the owner.
- e. Speakers shall address their comments only to the City Council as a body and not to a particular member.
- f. Speakers may only address the City Council when called to speak from the lectern, microphone, or other device. No member of the public, other than the speaker so called, may address the City Council, unless called upon by the mayor.
- g. In accordance with State law, the council may not engage in a discussion with or answer questions for anyone providing public comment. The council may ask for the speaker to clarify any statements made by the speaker if time allows.
- h. Speakers shall strictly adhere to the Rules of Behavior more fully described in Section 10 of this document.
- i. Each speaker shall relinquish the lectern when his or her time to address the City Council has expired.
- j. Speakers may bring printed documents to hand to the council after their comments; however, signs, multimedia presentations, and props are not permitted for display by speakers.

10. Rules of Behavior at Council Meetings

10.1 General Rules of Behavior for All Attendees

10.1.1 Attendees at a council meeting shall refrain from causing any disruption that detracts from the efficient conduct of the business meeting.

10.1.2 Attendees at a council meeting shall refrain from making any demonstrations before the City Council including applause, cheers, whistling, boos, or other disruptive behavior.

10.1.3 Attendees are not entitled to address the council except as expressly provided for in these rules.

10.1.4 Signs and props no larger than 11" x 17" are permitted in a City Council meeting.

- Such signs or props must be held directly in front of one's body so as not to impede the view of others.
- Signs or props may not be waved, held by more than one person at a time, or used in a manner that, in the judgment of the presiding officer, disrupts the orderly conduct of business.
- Signs or props may not be left unattended anywhere in the Meeting Room or left unattended on display in City Hall.
- Signs or props attached to sticks, poles, or other objects are prohibited.

10.1.5 Video and audio recording by the press or members of the public is permitted in accordance with the following rules.

- An area of the meeting room may be specifically set aside for credentialed members of recognized media organizations. Only the press is permitted to conduct video or audio recordings in this area. The public is not permitted in this restricted area. Audio recording devices may be placed upon the dais by the press in order to better capture audio of the event so long as the recorder is unobtrusive and the mayor is notified of its placement. Recorders must be removed immediately upon adjournment and no audio captured after adjournment may be used.
- Other attendees are permitted to record audio and video using small, unobtrusive hand-held devices from their seat or the podium while speaking.
- Any recording device that is not being handheld must be placed at the back of the council meeting room in a location that does not obstruct other attendee's views or impede pedestrian traffic. No device is to be left unattended unless the attendee is addressing the council as permitted in these rules.

10.1.6 The ringer or any audible sounds of any cellphones, tablet, or other electronic devices must be muted, to avoid disrupting the meeting.

10.1.7 Meeting attendees are prohibited from altering or damaging any furniture, equipment or other public property or from misusing the City's facilities in the course of attending any council meeting or work session.

10.1.8 Meeting attendees leaving the meeting before it has been adjourned must leave in a quiet and orderly manner until outside of the building, to avoid disrupting the meeting. Attendees shall not gather outside the doors of the meeting room as noise from such gathering may disrupt the meeting.

10.1.9 Any person unduly disrupting a City Council meeting may be requested by the mayor to leave the meeting. Upon instructions by the mayor, a security officer may be called for the purpose of removing any person who, in the mayor's judgment, has disrupted the meeting and refuses to follow the mayor's instructions.

10.2 Specific Rules of Behavior for Speakers

10.2.1 Anyone wishing to address the council must follow the rules as described in Section 9.

10.2.2 Speakers shall not use their time to unduly disrupt the orderly conduct of the City Council's meeting.

10.2.3 Speakers shall avoid repeating points made by previous speakers. Organized groups are encouraged to appoint a spokesperson who may represent the group.

10.2.4 Speakers shall follow the directions of the mayor or presiding officer at all times.

10.2.5 Speakers shall not denigrate individual council members, City staff, other organizations, or other individuals.

10.2.6 Speakers shall not use speech which is defamatory, profane, obscene, fraudulent, intended to incite violence, or is a threat of violence.

10.2.7 Speakers shall not yell or scream.

10.2.8 Speakers shall not make complaints about public officials or employees of the City during their comments and shall instead be referred to the proper complaint filing procedure so that their issue is addressed.

10.2.9 Dialogue between a speaker and attendees or audience of a meeting, or comments directed to other speakers, are disruptive to the meeting and will be out of order.

10.2.10 Signs or props are prohibited while addressing the council.

11. Rules of Procedure and the Council Handbook

These documents express both statutory requirements and standards of City Council deliberation. City Council deliberations shall be orderly and guided by the mayor to reach a decision on the item before them or to provide the direction sought by staff.

Once an item is before the City Council for deliberation, the mayor shall call upon the Council in whole to comment on the item. Usually after each council member has had the opportunity to comment on the item, the mayor shall invite a motion. Council members shall not interrupt any other council member that is speaking.

12. City Council Expectations

12.1 Following Meeting Rules of Procedure and Council Handbook

These Rules of Procedure and the Council Handbook express both statutory requirements and standards of conduct expected for council members. Council members are responsible for adhering to the rules found in both of these documents.

Council members should respectfully point out to the offending council member infractions of these rules. If offenses continue, then the matter may be referred to the mayor in private. If the mayor is the individual whose actions are being challenged, then the matter should be referred to the vice mayor.

If after consultation with the mayor the council member's behavior continues to violate these rules, the alleged violation(s) can be brought up with the City Council at a public meeting.

12.2 Limited use of electronic devices for private communications during meetings

Council members should not utilize electronic devices or other forms for private communications during a meeting to communicate among themselves, the public, or anyone else during a City Council meeting on substantive matters related to City business (except for an emergency). This restriction on the use of electronic devices and other forms for private communications preserves compliance with the Open Meetings Act.

13. Failure to Observe Rules of Procedure

Failure to observe any of the listed procedures does not serve as an independent source of challenge to any action of the City Council, nor does it serve as evidence of improper conduct in any challenge to any action by an individual council member or by the City Council as a whole.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BARTLESVILLE
ADOPTING COUNCIL MEETING RULES OF PROCEDURE AND REPEALING
ALL OTHER EXISTING MEETING RULES OF PROCEDURE.**

WHEREAS, the City Council wishes to adopt new, comprehensive rules of procedure for its meetings; and

WHEREAS, the City Council has met to discuss this topic numerous times; and

WHEREAS, the attached rules represent the spirit and intent of those discussions; and

WHEREAS, the City Council wishes to repeal all previously adopted Council rules and be governed solely by these new rules.

NOW THEREFORE, BE IT RESOLVED that the Bartlesville City Council does hereby adopt the attached meeting rules in their entirety.

BE IT FURTHER RESOLVED that all previously adopted Council rules relating to the conduct of City Council meetings be repealed.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bartlesville, Oklahoma, held the 7th day of April 2025.

City of Bartlesville

Mayor

ATTEST:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to regulate the use of Flock style ALPR cameras including possible action to adopt an ordinance and/or to call an election to amend the charter.

Attachments:

Ordinance Regulating Flock Style ALPR Cameras – Mr. Kirkpatrick

Ordinance Redline – Mr. East

Resolution Calling a Special Election to Amend the Charter of the City of Bartlesville to Prohibit the use of ALPR Cameras by Public Agencies – Mr. Sherrick

II. STAFF COMMENTS AND ANALYSIS

General Background Info

On February 24, 2025, the City Council met in a workshop session to discuss the use and possible regulation of Automated License Plate Readers (ALPRs) by the Bartlesville Police Department. The Bartlesville Police Department currently uses Flock Safety to provide ALPR functionality at 10 locations in Bartlesville.

The Council discussion ranged from the pros and cons, to possible regulation, to outright bans, and ultimately the consideration of an election to have the citizens of Bartlesville determine if they wanted these devices. As this was a workshop, the Council did not take any action, but from this meeting, the City Attorney began to research if the Council could call an election to adopt an ordinance amending our municipal code.

Expecting the answer to this question to be an easy yes, Mr. Kane began his research. However, State law and our Charter did not provide a clear answer. Ultimately on March 4, 2025, Mr. Kane notified the Council that the only existing guidance on this question was from an AG's Opinion that contradicted our belief that Council could call an election to adopt an ordinance. As such, Mr. Kane's opinion is "that the City Council lacks the authority to initiate a special election on an issue of public policy because such an election would not constitute another "purpose authorized by law" as provided in 11 O. S. Sec. 16-112."

On March 4, 2025, Mr. Kirkpatrick met with leadership of the Bartlesville Police Department to present them with some ideas for regulation of our Flock camera systems. His stated goal was to find a middle ground for regulation that would allow this technology's continued use while protecting the public interest. On March 5, 2025, Mr. Kirkpatrick shared his thoughts on regulating ALPRs with me as well.

In subsequent discussion between Mr. Kirkpatrick, Ms. Sanders, Police leadership, and myself, we worked to craft regulations that we could all support. The result of these discussions was shared with the Council on March 14, 2025 for your consideration and comment. The information that was shared with the Council is also attached to this memo in the form of a formal ordinance for the Council's consideration.

After sharing the ordinance and requesting Council comments, I received feedback from Mr. East and Mr. Sherrick. Mr. East has asked for amendments to the proposed ordinance, and Mr. Sherrick has asked that a resolution calling for a special election be considered instead. I will cover Mr. East's request first, since it relates to the ordinance described above. I will provide information on Mr. Sherrick's resolution after.

Mr. East's requests for amendment are summarized below, and the document he provided is attached for further consideration.

- Reduce the number of authorized cameras from 10 to 8 or the minimum number required for full query access to the system, whichever is less.
- No additional cameras may be installed without Council approval.
- Audit reports shall include a list of all individuals who have direct access to the system, along with their titles and justification for access.
- Reduce the data retention time from 30 days to 7 days or the minimum allowed by the ALPR provider, whichever is less.
- We shall not grant direct access to our data to Federal agencies.
- No additional system features (software, hardware, or otherwise) may be installed without approval by the City Council.

Mr. Sherrick's request to call a special election is based on an amendment to the City of Bartlesville's charter. It appears that this is a mechanism that would allow for an outright ban on the use of Flock to be considered by the voters of Bartlesville. A request to amend the charter to deal with a single public policy issue is unique in my time here, but it does appear to be permissible under the law.

The proposed charter amendment would add Section 18 to Article 16. General Provisions as follows.

Section 18. The City of Bartlesville and all its subdivisions, departments, and agencies shall not be allowed to use Automatic License Plate Recognition (ALPR) cameras or their proprietary database systems within the City of Bartlesville, Oklahoma, neither shall they be allowed to contract service for the delivery of data gained by another entity's use of said cameras or their proprietary database systems. Only cameras deployed by the City of Bartlesville for the exclusive purpose of parking enforcement and the continuing use by local law enforcement of the National Crime Information Center (NCIC) and the Oklahoma Law Enforcement Telecommunications System (OLETS) databases in compliance with currently established regulations would be exempted.

As discussed previously, this is a matter of public policy which falls squarely into the authority of the Council. While my job is to advise the Council and ultimately, to execute the policy of the

Council, I have been asked by several members to give my opinion on these options. I have attempted to do so below in purely analytical manner weighing the pros and cons off all three current proposals.

Mr. Kirkpatrick's Ordinance

Of the options offered by Council, this ordinance provides the greatest flexibility to the City and our police department. It permits the cameras to be used in a manner that retains their full value for both alerts and evidentiary collection. It also provides a framework for Council oversight of these devices. It appears that this is a balanced attempt to weigh the public's interest on both sides of the issue.

Mr. East's Ordinance

Mr. East's ordinance contains several small but consequential alterations to Mr. Kirkpatrick's original ordinance. The most consequential are the reductions to the number of cameras and data retention period. Both of these include current minimums that may be reduced in the future based on potential changes to Flock's policies. It is possible that the number of cameras could be reduced to zero by this language, and the data retention period could likewise be reduced to zero. Both of these reductions would dramatically change the purpose and use of these devices.

The City currently operates 10 cameras with a 30-day data retention period. Any change to the number of cameras will necessitate a modification to our operational deployment plan for these devices, and depending on the size of the reduction, could limit their effectiveness to the point of uselessness. Likewise, reduction in the data retention period could impair the effectiveness of the cameras. Reducing the data retention period too much would essentially eliminate the evidentiary benefit of these camera while retaining the alerting features for hot lists, amber alerts, etc.

However, other suggested modifications listed below can likely be implemented with little impact on the system's effectiveness.

- Audit reports shall include a list of all individuals who have direct access to the system, along with their titles and justification for access.
- We shall not grant direct access to our data to Federal agencies.
- No additional system features (software, hardware, or otherwise) may be installed without approval by the City Council.

Mr. Sherrick's Resolution

Mr. Sherrick's resolution, if passed by a majority of the registered voters of the City, would prohibit the use of ALPRs by the City of Bartlesville. It does exempt our current parking enforcement system, so it would be left intact. This is the most restrictive and simple of the three proposals, but it is also the most difficult of the three to implement. While the ordinances described above would be effective upon adoption, this item would require a citywide election and could take months to resolve.

Staff Summary

It is currently the policy of the City Council that Flock cameras are permitted to be used by the Bartlesville Police Department. As such, they have been in use for several months and have resulted in the quick resolution of several serious crimes. The details of which have been previously shared with each of you by the Chief of Police. The BPD and City Administration believe that these cameras are an invaluable tool for protecting the public and solving any crimes that do occur.

However, it is within the Council's authority to determine how and even if these devices are to be used within our jurisdiction. This is a public policy decision, and as such, I can only advise on the operational effects of such a decision. I have attempted to clarify the Council's options below:

- Do nothing. The Council could allow current practice and use to continue.
- Adopt a Council policy. This policy could contain some or all of the restrictions included in the attached ordinances.
- Adopt an ordinance. There is one ordinance in its official form for the Council to consider. This ordinance may be adopted, amended to include proposals from other Councilmembers, or not acted upon at all.
- Call a Charter election. The resolution submitted by Mr. Sherrick could be acted upon by the Council. Additional details would need to be determined including election dates.
- Encourage Citizens to utilize existing Initiative Petition process. The citizens of Bartlesville have the authority to bring matters of local concern to a vote via initiative petition. If a majority of voters oppose the use of Flock, then this avenue provides our citizens with a mechanism to address their concerns without Council action.
- Combine any of these. These matters are largely not mutually exclusive and Council can decide to adopt more than one option.
- Do something else entirely.

The attached documents have been submitted to the City Attorney, but due to the complexity of the issues and the short time frame, he has only been able to perform a cursory review as of the time of this writing. Any relevant findings that are identified during his review will be shared with all of you as soon as possible.

Please schedule these items for consideration and possible action at our regular meeting in April 2025.

III. RECOMMENDED ACTION

Staff recommends that Council consider the options presented and determine what, if any, options Council would like to adopt or further pursue.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 15 – POLICE DEPARTMENT OF THE BARTLESVILLE MUNICIPAL CODE ADDING REGULATIONS RELATED TO THE USE OF FLOCK STYLE AUTOMATED LICENSE PLATE READER TECHNOLOGY.

WHEREAS, the City Council wishes to provide regulations and Council oversight for the use of automated license plate reader technologies used by the City of Bartlesville; and

WHEREAS, the City Council finds a compelling public interest in ensuring the proper use of these devices; and

WHEREAS, the City Council recognizes the benefit of these tools for protecting the public and solving significant crimes; and

WHEREAS, the City Council chooses to provide adequate regulations to protect the public interest while allowing sufficient flexibility to permit law enforcement to use these powerful tools to also protect the public interest.

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

A new Article III titled “Automated License Plate Readers” shall be created in Chapter 15 of the Bartlesville municipal code that shall read as follows:

Section 1. Purpose and Intent

This ordinance establishes regulations for the use of Flock-style Automated License Plate Readers (ALPRs) by the Bartlesville Police Department. Its intent is to affirm permitted operations, locations, and data practices for these devices while explicitly excluding:

- a) ALPRs used exclusively for parking time violation enforcement, and
- b) ALPRs that are privately owned or operated by state government agencies.

This ordinance applies solely to systems operated and audited by the Bartlesville Police Department.

Section 2. Definitions

For the purposes of this ordinance:

- a) ALPR: Refers to automated license plate readers that store data in the cloud and provide searchable records.
- b) Regulated ALPR Device: A Flock-style ALPR that is operated and audited by the Bartlesville Police Department.
- c) ALPR for Parking Enforcement: Refers to devices used exclusively for the detection and enforcement of parking time violations; these devices are expressly excluded from this ordinance.
- d) Data: All photographic and electronically recorded information captured by a regulated ALPR device.
- e) Audit: A systematic review of ALPR operations and data management as specified herein.

Section 3. Scope

This ordinance applies exclusively to Flock-style ALPRs that are operated and audited by the Bartlesville Police Department. It does not affect privately owned ALPR systems or those operated by state government agencies, nor does it apply to ALPRs used solely for parking enforcement.

Section 4. Permitted Operational Areas

Regulated ALPR devices shall operate within the city limits of Bartlesville and may be placed no more than five-hundred feet (500') from the outermost boundary of the City's incorporated limits. Isolated unincorporated areas included within the City limits shall not be used to determine eligible locations.

Section 5. Installation and Relocation of Regulated ALPR Devices

- a) The City currently has 10 cameras. These cameras will be placed at locations chosen by The City in compliance with this ordinance.
- b) The City is authorized to install additional cameras, up to a total maximum of 20, at locations determined by The City and compliant with this ordinance.
- c) Prior to installation or relocation, the City Manager will notify the city council via email regarding each proposed camera location. Council members have seven (7) days from notification to raise objections via email directly to the city manager. If a majority of the council objects to a specific location, the City Manager will either suggest an alternative location or schedule the issue for discussion and a vote at the next city council meeting.
- d) Objections are evaluated individually; objecting to one location does not imply objection to all proposed locations.

- e) Any deviation from the approved operational areas must be authorized by the City Council in advance.

Section 6. Audit and Reporting Requirements

The Bartlesville Police Department shall provide a monthly audit report on regulated ALPR usage, to be included in the consent docket presented to the City Council.

- a) These reports shall include statistical data indicating the usage of the system and any findings that occurred.
- b) Annual Audits: An annual audit shall be conducted by a panel comprising the police chief, the city manager, and one designated City Council representative.

Section 7. Data Storage and Retention

- a) Data captured by regulated ALPR devices shall be retained for no more than 30 days.
- b) Storage of data beyond these periods is expressly prohibited unless amended by the City Council.

Section 8. Misuse and Disciplinary Action

- a) Any misuse of data or operations associated with regulated ALPR devices is a violation of this ordinance.
- b) Violators shall be subject to immediate administrative leave, termination, and, where applicable, prosecution to the fullest extent of the law.
- c) Section 9. Complaints and Oversight
- d) Individuals with concerns or complaints regarding the use or operation of regulated ALPR devices may submit their concerns to the Bartlesville Police Department or City Manager.
- e) All complaints shall be reviewed in accordance with established city procedures to ensure accountability.

Section 10. Enforcement and Penalties

- a) Enforcement of this ordinance shall be the responsibility of the Bartlesville City Police, with oversight provided by the City Manager and City Council.
- b) Any violation of this ordinance will result in disciplinary and/or legal action as provided by applicable city regulations and state law.

Section 11. Severability

Should any provision of this ordinance be deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Section 12. Effective Date

This ordinance shall take effect immediately upon its adoption by the City Council and publication in accordance with local law. If any current Regulated ALPR Device is in a non-compliant location upon adoption of this ordinance, then the Bartlesville Police Department shall begin to immediately work with Flock to relocate the device to a compliant location.

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 7TH DAY OF APRIL 2025.

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

City Clerk
City of Bartlesville

Intent:

At the City Council’s February 24th Flock Camera Workshop, a suggestion was made to allow Bartlesville citizens to vote on whether to retain the Flock cameras. Although we did not complete our discussion—leaving unresolved the questions of if and how these cameras should be regulated—a citizen referendum is likely to be a lengthy process. In the meantime, I believe the current Flock arrangement provides an opportunity for responsible regulation.

Since the Council did not reach a decision, I took the initiative to meet independently with the Bartlesville Police Department to present my suggestions and explore the possibility of collaborating on a regulatory framework. On Tuesday, March 4th, I met with Chief Ickleberry, who was enthusiastically receptive to these ideas. The Chief has been exploring options to balance our community’s need for safety, our officers’ ability to perform their duties effectively, and our shared desire for privacy. By the end of our meeting, the Chief and I were in full agreement on the policies outlined below.

I am deeply grateful for the Chief’s and his staff’s willingness to engage in this important conversation. I believe this proposal strikes an essential balance, and I hope it will be unanimously adopted by the Council as we await the outcome of a potential referendum.

The following report is based on the notes taken during our meeting, along with expanded explanations for why we focused on these specific regulations. It is followed by the resolution I intend to present at the April 7th City Council Meeting.

Sincerely,
Aaron Kirkpatrick

□

Part I: Updated Report on Proposed ALPR Regulation Policy

Overview

This report outlines a regulatory framework for the use of Flock-style Automated License Plate Readers (ALPRs) by the Bartlesville City Police. The intent is to affirm the permitted operations, installation locations, data retention, and oversight for these devices while expressly excluding cameras used solely for parking time violations and any ALPRs not operated by BPD. This ensures that only the cloud-based, searchable systems under BPD oversight are regulated, preserving the autonomy of parking enforcement and exempting privately or state-operated systems.

Key Components of the Updated Policy

1. Scope and Exclusions

- **Regulated Devices:** This policy applies exclusively to Flock-style ALPRs that store data in the cloud and are operated and audited by the Bartlesville Police Department.
- **Exclusions:**
 - ALPR devices used exclusively for parking time violation enforcement are not subject to these regulations.
 - Privately owned ALPR systems or those operated by state government agencies are expressly excluded.

2. Audit and Reporting Requirements

- **Monthly Audit Reports:** The BPD will compile and submit monthly audit reports as part of the consent docket provided to the City Council, ensuring continuous oversight.
- **Annual Audits:** A joint annual audit will be conducted by the police chief, the city manager, and a designated City Council representative to reinforce transparency and accountability.

3. Location Restrictions

- **Permissible Zones:** Regulated ALPR devices shall operate within Bartlesville city limits and not extend more than 500 feet from designated boundaries. Negotiations allow for adjustments down to 300 feet if necessary.

4. Approval Process for New Installations or Relocations

- **City Council Vote:** Any proposal to install or relocate a regulated ALPR device must receive prior approval by a vote of the City Council. This ensures democratic oversight before any operational changes.

5. Data Retention Guidelines

- **Storage Duration:** The BPD will retain data for up to 30 days, with a compromise minimum of 21 days, balancing operational needs with privacy considerations.

6. Misuse and Enforcement Provisions

- **Strict Disciplinary Measures:** Any misuse of regulated ALPR data or operations will result in immediate administrative leave, termination, and prosecution to the full extent of the law.
- **Complaint Procedures:** Citizens may direct concerns regarding regulated ALPR usage to either the Police Department or City Hall, ensuring multiple avenues for accountability.

Rationale and Benefits

- **Clear Boundaries:** The updated policy explicitly distinguishes between regulated ALPRs (operated by BPD) and other systems (private or state-run), ensuring that only the intended devices are subject to oversight.
- **Enhanced Oversight:** Regular audits and defined data retention practices increase accountability.
- **Community Involvement:** Requiring City Council approval for any installation or relocation supports transparency and community input.
- **Privacy Protections:** A set data retention period safeguards individual privacy while meeting law enforcement needs.

Conclusion

This updated policy framework establishes clear guidelines for the use of cloud-based, searchable Flock-style ALPRs operated by BPD. It provides robust oversight and accountability while exempting ALPRs used solely for parking enforcement and those not under BPD control. The following updated ordinance draft translates these decisions into enforceable municipal law.

□

Part II: Updated Proposed Ordinance Regulating ALPRs for Bartlesville City Police

Ordinance No. [XXXX]

Section 1. Purpose and Intent

This ordinance establishes regulations for the use of Flock-style Automated License Plate Readers (ALPRs) by the Bartlesville City Police. Its intent is to affirm permitted operations, locations, and data practices for these devices while explicitly excluding:

- ALPRs used exclusively for parking time violation enforcement, and
- ALPRs that are privately owned or operated by state government agencies.

This ordinance applies solely to systems operated and audited by the Bartlesville Police Department.

Section 2. Definitions

For the purposes of this ordinance:

- **ALPR:** Refers to automated license plate readers that store data in the cloud and provide searchable records.
- **Regulated ALPR Device:** A Flock-style ALPR that is operated and audited by the Bartlesville Police Department.
- **ALPR for Parking Enforcement:** Refers to devices used exclusively for the detection and enforcement of parking time violations; these devices are expressly excluded from this ordinance.

I'm guessing this sentence should not be indented? →

- **Data:** All photographic and electronically recorded information captured by a regulated ALPR device.
- **Audit:** A systematic review of ALPR operations and data management as specified herein.

Section 3. Scope

- This ordinance applies exclusively to Flock-style ALPRs that are operated and audited by the Bartlesville Police Department. It does not affect privately owned ALPR systems or those operated by state government agencies, nor does it apply to ALPRs used solely for parking enforcement.

Section 4. Permitted Operational Areas

- Regulated ALPR devices shall operate within the city limits of Bartlesville and may be placed no more than 500 feet from the city line.

Section 5. Installation and Relocation of Regulated ALPR Devices

- ~~The City currently has 10 cameras. These cameras will be placed at locations chosen by The City in compliance with this ordinance.~~
- ~~The City is authorized to install additional cameras, up to a total maximum of 20, at locations determined by The City and compliant with this ordinance.~~
- Prior to installation or relocation, the City Manager will notify the city council via email regarding each proposed camera location. Council members have seven (7) days from notification to raise objections via email directly to the city manager. If a majority of the council objects to a specific location, the City Manager will either suggest an alternative location or schedule the issue for discussion and a vote at the next city council meeting.
- This provides an opportunity for the police department to present justification for the proposed location if needed. Objections are evaluated individually; objecting to one location does not imply objection to all proposed locations.
- This process aims to prevent future conflicts similar to those involving current cameras, minimizing unnecessary staff time, avoiding delays in installation, and saving relocation costs.
- Any deviation from the approved operational areas must be authorized by the City Council in advance.

The city will have no more than 8 cameras or the minimum number required for full query access to the system, whichever is less.

No additional cameras may be installed without approval by the City Council.

Section 6. Audit and Reporting Requirements

- **Monthly Audits:** The Bartlesville Police Department shall provide a monthly audit report on regulated ALPR usage, to be included in the consent docket presented to the City Council.
- ~~These reports shall include statistical data indicating the usage of the system and any findings that occurred.~~
- **Annual Audits:** An annual audit shall be conducted by a panel comprising the police chief, the city manager, and one designated City Council representative.

These reports shall also include a list of all individuals who have direct access to the system, along with their titles and justification for access.

7 days or the minimum allowed by the ALPR system, whichever is less. If the system eventually allows no retention of data, the data will no longer be retained unless the license plate is specific to an ongoing investigation.

Section 7. Data Storage and Retention and Data Sharing

- Data captured by regulated ALPR devices shall be retained for no more than 30 days.
- Storage of data beyond these periods is expressly prohibited unless amended by the City Council.

Section 8. Misuse and Disciplinary Action

- Any misuse of data or operations associated with regulated ALPR devices is a violation of this ordinance.
- Violators shall be subject to immediate administrative leave, termination, and, where applicable, prosecution to the fullest extent of the law.

Direct access within the system to Bartlesville data will not be granted to Federal agencies.

Section 9. Complaints and Oversight

- Individuals with concerns or complaints regarding the use or operation of regulated ALPR devices may submit their concerns to the Bartlesville Police Department or City Manager.
- All complaints shall be reviewed in accordance with established city procedures to ensure accountability.

Section 10. Enforcement and Penalties

- Enforcement of this ordinance shall be the responsibility of the Bartlesville City Police, with oversight provided by the City Manager and City Council.
- Any violation of this ordinance will result in disciplinary and/or legal action as provided by applicable city regulations and state law.

No additional system features (software, hardware, or otherwise) may be installed without approval by the City Council.

Section 11. Severability

Should any provision of this ordinance be deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Section 12. Effective Date

This ordinance shall take effect immediately upon its adoption by the City Council and publication in accordance with local law.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BARTLESVILLE PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF BARTLESVILLE, AS AMENDED; CALLING A SPECIAL ELECTION TO SUBMIT THE PROPOSED CHARTER AMENDMENT TO THE QUALIFIED ELECTORS OF THE CITY; SETTING THE DATE OF _____ FOR THE SPECIAL ELECTION; AND DIRECTING THAT NOTICE OF THE PROPOSED CHARTER AMENDMENT AND SPECIAL ELECTION BE GIVEN BY THE CITY CLERK BY PUBLICATION OF NOTICE AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Bartlesville is required to schedule elections by approval of a resolution to be submitted to the Washington County Election Board;

WHEREAS, Section 13-111 of Title 11 of the Oklahoma Statutes provides that amendments to a municipal charter may be proposed by resolution of the municipal governing body of the municipality; and

WHEREAS, the Bartlesville City Council proposes the amendment outlined herein as a proper amendment to the Bartlesville City Charter; and

WHEREAS, the Bartlesville City Council desires to call a special election to submit the proposed Charter amendment to the qualified electors of the City of Bartlesville for their approval or disapproval; and

WHEREAS, the Bartlesville City Council further desires to direct that notice of the proposed Charter amendment and election be published by the City Clerk as required by law.

THEREFORE, BE IT RESOLVED that the Bartlesville City Council proposes that the Bartlesville City Charter be amended by adoption of the amendment fully set forth in Exhibit A attached to and incorporated herein by reference into this Resolution.

BE IT FURTHER RESOLVED that the City Council hereby calls a special election to be held within the City of Bartlesville to submit the proposed charter amendment to the qualified electors of the City of Bartlesville for their approval or disapproval; that only the qualified electors of the City of Bartlesville, OK may vote upon the proposition as set forth within; that the polls shall be opened at 7:00 a.m. and shall remain open continuously until and be closed at 7:00 p.m.; that the number and location of the polling places for said election shall be the same as designated for statewide and county election by the Washington County Election Board; that such election shall be conducted by those officers designated by the Washington County Election Board which officers shall also act as counters and certify the election results as required by law; the Council designates _____, as the date for the special election to be held within the City of Bartlesville; and as provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Washington County Election Board to close precinct polling places for Precinct #570109 located in Osage County, Oklahoma for this election because only a portion said

precinct is located within the municipal boundaries of the City, and the City Council has determined that no one resides within that portion of the respective precincts.

BE IT FURTHER RESOLVED that the City Council provides the proposed Charter amendment in the form of the special election ballot proposition attached hereto as Exhibit B, which proposition shall be submitted to the qualified electors of the City at the Special Election as set forth above.

BE IT FURTHER RESOLVED that the City Council directs the City Clerk to publish notice of the proposed Charter amendment set forth herein, and the attachments hereto, plus the date of the special election on such amendment, in a daily newspaper of general circulation within the City of Bartlesville, with such Notice to be published a sufficient number of times to comply with the notice requirements of Article 18, Section 3(a) of the Oklahoma Constitution and Section 13-106 of Title 11 of the Oklahoma Statutes.

BE IT FURTHER RESOLVED that the City Council further directs the City Clerk to publish this Resolution in full in compliance with Section 16-101 of Title 11 of the Oklahoma Statutes.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bartlesville, Oklahoma, held the ___ day of _____.

City of Bartlesville

Mayor

ATTEST:

City Clerk

EXHIBIT A

REDLINE DETAIL OF PROPOSED CHARTER CHANGE

ARTICLE 16. GENERAL PROVISIONS

Section 1. No contract shall be entered into by the city council in excess of the amount appropriated, and no contract shall be binding upon the city unless it has been signed by the mayor, and attested by the city clerk, and the expense thereof encumbered in the proper fund liable for payment of the same, and whenever the contracts encumbered in any fund equal the appropriation made therefore, no further contract shall be signed by the mayor or attested by the city clerk for payment from such fund.

Section 2. Every contract in any sum exceeding the amount set by State law with any person or persons, for the purpose of making any public improvements or constructing any public building or making repairs on the same shall require the party contracted with to furnish a bond with good and sufficient sureties to the City of Bartlesville in a sum not less than the sum total in the contract, conditioned that such contractor or contractors pay all indebtedness incurred for labor or material furnished in the construction of said public building or in making said public improvements.

Section 3. Every contract in any sum exceeding the amount set by state law with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same shall be based on specifications approved by the city council and shall be awarded to the lowest and best bidder after advertisement for bids has been published in not less than three issues of a daily newspaper, or in not less than two issues of a weekly newspaper of general circulation in the city. The council may let the contract to the lowest and best bidder or may reject all bids. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 4. Every contract in any sum exceeding the amount established by ordinance by the city council for the purpose of purchasing supplies, materials, or equipment shall be awarded to the lowest and best bidder after advertisement for bids has been published in not less than three issues in a daily newspaper, or in not less than two issues of a weekly newspaper of general circulation in the city. The council may let the contract to the lowest and best bidder or may reject all bids. Provided, however, that items available through the State of Oklahoma's central purchasing contracts may be purchased from the State's vendor directly without bidding as these items have already been processed through a similar, rigorous competitive bidding process. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 5. When property of the city becomes obsolete or surplus, and no longer needed by said city, the city manager shall determine the value thereof, before the same is offered for sale. The

city manager may then dispose of the property in the manner which is most advantageous to the city. The city council shall set by ordinance the maximum value of the property the city manager is authorized to dispose of without council approval.

Section 6. No appointed officer or employee of the city shall give or promise to give to any other person, any portion of his compensation or any money or valuable thing or promise of employment to any person, in consideration of having been appointed to any office or employment, and if any such promise or gift be made, the person making or accepting such gift or promise shall forfeit his office or employment and be debarred and disqualified from being appointed or employed in the service of said city. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 7. Any employee of the city who shall, while employed by the city, accept any donation or gratuity in money or other valuable thing, either directly or indirectly, for his personal use, from any person or corporation dealing with the city, or any subordinate or employee, or from any candidate or applicant for any position as employee, or subordinate under him, shall forfeit his office and be forever debarred and disqualified from holding any position in the service of the city. This provision shall not be construed to prohibit accepting items of nominal value from vendors or other persons or entities doing business with the city. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 8. No member of the city council, nor any appointive officer or any employee of the city, shall be directly or indirectly in the employ of any person, company, or corporation holding or seeking to hold any franchise of the City of Bartlesville, or shall receive, directly or indirectly, any wages, commission, gift or favor, or payment from any such franchise holder. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 9. No member of the city council or any other officer or employee of said city shall be directly or indirectly interested in any work, business, or contract, the expense, price or consideration of which is paid from the city treasury, or by an assessment levied by ordinance or resolution of the city council; nor be the surety of any person having any contract work or business with said city for the performance of which security may be required, nor be the surety on the official bond of any officer of the city. Contracts in violation of said provisions shall be void.

Section 10. No demand for money against the city shall be approved, allowed, or paid unless it shall be in writing, dated, and sufficiently itemized to identify the expenditure, and shall first be approved by the city manager or his designee and the head of the department creating or

authorizing the demand. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 11. Every officer who shall approve, allow, or pay any demand on the treasury not authorized by law or by this Charter, shall be liable to said city individually and on his official bond for the amount of the demand so illegally approved, allowed or paid.

Section 12. All books and records in every office and department shall be open to the inspection of any citizen at any time during business hours, except as exempted by state law.

Section 13. It shall be the official duty of every officer or person in the employ or service of said city, when it shall come to his knowledge that any contract or agreement with said city or with any officer has been or is about to be violated by the other contracting party, forthwith to report to the city manager or the city council all facts and information in his possession concerning such matter, and a failure to do so shall render vacant his office or position.

Section 14. Ten or more resident taxpayers of the city may seek to maintain an action in the proper court to restrain the execution of an illegal, unauthorized or fraudulent contract of said city, or prevent any payment upon any illegal, unauthorized or fraudulent contract or agreement on behalf of said city, or to restrain any disbursing officer of said city from paying any illegal, unauthorized or fraudulent bill, claim or demand against said city or any salary or compensation of any person in its administrative services, whose appointment has not been made in pursuance of the provisions of law. Prior to initiating any such legal action, ten or more resident taxpayers must submit a written notice to the city council specifically outlining the action sought to be restrained. The written and verified notice must contain the signature of each taxpayer and his residence address within the city limits. No legal action may be initiated on such notice until thirty days after receipt by the city council of the notice in order to allow the city council an adequate opportunity to respond to the notice either by agreeing with such demand or initiating legal action to determine the validity of the proposed action. Ten or more resident taxpayers who believe that an illegal, unauthorized or fraudulent contact has been entered into by the city; or that an illegal, unauthorized or fraudulent payment has been made on said contract, or that an unlawful transfer of public property or monies has occurred, or that public funds have been paid or public property transferred in settlement of a fraudulent or void claim, may submit a written demand, signed and verified by each of the taxpayers, upon the city council to initiate proper proceeding to recover the property or funds. No legal action may be initiated by the taxpayers until thirty days after receipt by the city council in order to allow the city council an adequate opportunity to respond to the demand. Upon refusal, failure or neglect of the city council to take action after receipt of the demand, the taxpayers may then initiate an action in the name of said city, against the officer making payment, and his surety or sureties and the party receiving the

same, or any combination thereof to recover the amount so paid, and all amounts recovered, after deducting all expense of the action, shall be paid into the city treasury. Any such action must be brought within one year of the payment of the funds or the transfer of the property. However, no action for personal liability shall lie against an officer or employee of the city for a transaction approved in good faith reliance on the advice of legal counsel for the city or which has been submitted to a court of competent jurisdiction for a determination of legality. In case said taxpayers are not successful in such action, they shall pay all costs. In no event shall the city ever be liable for the payment of such costs. This provision shall be the exclusive procedure available to taxpayers seeking to bring a qui tam action against any city officer or employee. *(Amended by vote of the electorate at an election held on November 2, 2010.)*

Section 15. All officers authorized by Federal or State law, the mayor, the city manager, the city treasurer, the city clerk, the municipal judge, and such other officers as the city council may authorize, may administer oaths.

Section 16. Every officer of the city, before entering upon the duties of his office, shall take and subscribe the oath or affirmation of office prescribed by the State Constitution.

Section 17. The city clerk, the city treasurer, and such other officers and employees of the city as the city council may designate, before entering upon their duties, shall provide bonds for the faithful performance of their respective duties, payable to the city, in such form and in such amounts as the council may prescribe, with a surety company or companies authorized to operate within the State. The city shall pay the premium on such bonds.

Section 18. The City of Bartlesville and all its subdivisions, departments, and agencies shall not be allowed to use Automatic License Plate Recognition (ALPR) cameras or their proprietary database systems within the City of Bartlesville, Oklahoma, neither shall they be allowed to contract service for the delivery of data gained by another entity's use of said cameras or their proprietary database systems. Only cameras deployed by the City of Bartlesville for the exclusive purpose of parking enforcement and the continuing use by local law enforcement of the National Crime Information Center (NCIC) and the Oklahoma Law Enforcement Telecommunications System (OLETS) databases in compliance with currently established regulations would be exempted.

EXHIBIT B

SUMMARY OF CHANGES FOR PROPOSED BALLOT

Proposition 1. Shall Article 16 of the Charter of the City of Bartlesville be amended to add Section 18 that states, “The City of Bartlesville and all its subdivisions, departments, and agencies shall not be allowed to use Automatic License Plate Recognition (ALPR) cameras or their proprietary database systems within the City of Bartlesville, Oklahoma, neither shall they be allowed to contract service for the delivery of data gained by another entity’s use of said cameras or their proprietary database systems. Only cameras deployed by the City of Bartlesville for the exclusive purpose of parking enforcement and the continuing use by local law enforcement of the National Crime Information Center (NCIC) and the Oklahoma Law Enforcement Telecommunications System (OLETS) databases in compliance with currently established regulations would be exempted.”

YES ()

NO ()



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss recommendations from the Unsheltered Homeless Task Force including proposed ordinances.

Attachments:

Ordinance Language Recommended by Unsheltered Homeless Task Force

II. STAFF COMMENTS AND ANALYSIS

General Background Info

In October 2024, the City Council established the Unsheltered Homeless Task Force. In December 2024, the Council appointed the members of this task force, and we have been meeting approximately twice a month since the last week of January.

The task force has collected data about non-profit operations in Bartlesville, on the number of unsheltered homeless from our Mental Health Co-Response Team, and other relevant topics. The task force has also been working to draft ordinance language that it would like to recommend to the City Council.

Attached to this document is the language agreed upon by the committee. Most of this language originated in similar ordinances adopted by Austin, TX and Grants Pass, OR and have survived several legal challenges including a ruling in Grants Pass' favor from the US Supreme Court.

If Council would like to consider adopting an ordinance with this language, then Staff will work to put it in formal ordinance form that would include the repeal of any contradictory language.

Please schedule these items for consideration and possible action at our regular meeting in April 2025.

III. RECOMMENDED ACTION

Staff requests that Council provide guidance on whether or not they would like to consider this as an ordinance in the future.

PROPOSED ORDINANCE AMENDMENTS

Amendment Related to Public Camping

- (a) No person shall camp, sleep, or establish a temporary living space in any public property, including but not limited to parks, sidewalks, streets, alleys, or any other public right-of-way, except in designated camping areas approved by the City.
- (b) "Camping" is defined as residing in or using a public space for living accommodation purposes, including but not limited to sleeping, storing personal belongings, erecting tents or temporary structures, lighting fires, or cooking in non-designated areas.
- (c) This prohibition shall not apply to special events authorized by the City where camping is explicitly permitted.

Enforcement and Penalties

- (a) Any person found in violation of this section shall be subject to a fine of up to \$500 per occurrence.
- (b) Prior to enforcement, law enforcement or designated city officials may offer information on available shelter options and provide reasonable time to vacate the prohibited area.
- (c) The City shall remove individuals, personal property, camping materials, and campsites that are in violation of this section from public property in the following manner:
 - If the camp is not in a public facility such as restroom or shelter, then official notice of the violation shall be placed at the location of the violation.
 - i. Offenders shall be given at least 48 hours to remove all individuals, personal property, and camping materials.
 - ii. After 48 hours, the City may remove individuals, personal property, camping materials, and campsites that are in violation of this section with no further notice.
 - If the camp is in a public facility such as a restroom or shelter, then no official notice will be required and the City may remove individuals, personal property, camping materials and campsites that are in violation of this section with no notice.
- (d) Personal belongings removed from an unauthorized encampment may be discarded including tarps, bedding, waste, clothes, and other personal items. Weapons, drug paraphernalia, items appearing to be stolen, and evidence of a crime may be retained as evidence by the Police Department until an alternate disposition is determined. Any personal property removed from a campsite which is not, disposed of, or held as evidence (as provided above), shall be stored by the City for a minimum of 7 days, during which time it shall be made reasonably available for and released to an individual confirming ownership.
- (e) Repeat offenders may be subject to progressive fines, exclusion from specific public areas, or other legal remedies as determined by the City.
- (f) Offenders who agree to remediate their campsites by removing all personal belongings, trash, individuals, and other campsite materials may be shown greater latitude by officers and the municipal judge. The speed of compliance and completeness of the restoration shall be determining factors in the degree of latitude granted.

Conduct Prohibited in Public Spaces

- (a) No person shall vandalize, deface, or damage park property, including trees, shrubs, buildings, structures, benches, signage, playground equipment, or any other public asset within a park.
- (b) No person shall dump, scatter, or leave garbage, refuse, or litter in any public park except in designated receptacles. Illegal dumping of bulk items is strictly prohibited.
- (c) No person shall construct, place, or maintain any kind of road, trail, permanent structure, signs, markers, fences, permanent enclosures, or other improvements in any City park or on public property unless otherwise approved by the City.
- (d) Public urination, defecation, or engaging in indecent exposure in public view or on public property is prohibited.
- (e) No person shall engage in lewd or sexually explicit behavior in public view or on public property.

Penalties for Violations

- (a) Any person found in violation of this section shall be subject to a fine of up to \$500 per occurrence.
- (c) Any person found engaging in illegal dumping or vandalism shall be required to perform community service related to park maintenance and cleanup.
- (d) Law enforcement and park officials shall have the authority to issue immediate trespass orders for individuals engaging in repeated or severe violations.

Prohibiting Aggressive Solicitation

- (a) No person shall engage in aggressive solicitation within city limits. "Aggressive solicitation" is defined as:
 - Following, touching, or making continued demands of an individual after a request to stop.
 - Obstructing the path of a pedestrian or blocking access to a business or vehicle.
 - Using obscene language, threats, or intimidating behavior while soliciting.
 - Soliciting within 25 feet of an ATM, bank entrance, bus stop, parking garage, fuel station, restaurant patio, public restroom, at a marked crosswalk, or on a block that contains an entrance or exit to a school or childcare facility.
 - Soliciting between the hours of 8:00 PM and 7:00 AM in public spaces.
 - Soliciting between the hours of 8:00 PM and 9:00 AM for door-to-door solicitations.

Penalties and Enforcement

- (a) Any person found in violation of this section shall be subject to a fine of up to \$500 per occurrence.
- (c) Officers shall prioritize voluntary compliance and may refer individuals to social services before enforcement action.

Prohibition of Sitting/Lying in Public Rights-of-Way

- (a) No person shall sit or lie on any public sidewalk, street, alley, or right-of-way within the City between the hours of 7:00 AM and 11:00 PM.

- (b) No person shall sit or lie on any public sidewalk, street, alley, or right-of-way within the Central Business District as defined as the area enclosed by the following description and including the streets and pedestrian rights of way that bound the area.
- beginning at the intersection of Hensley Blvd and Cherokee Ave;
 - west on Hensley Blvd to the railroad tracks.;
 - southwest on the railroad tracks to Adams Blvd;
 - east on Adams Blvd to Cherokee Ave;
 - north on Cherokee back to the intersection of Cherokee Ave and Hensley Blvd.
- (c) These prohibitions do not apply to:
- Individuals experiencing a medical emergency.
 - Persons with bona fide medical conditions necessitating wheelchairs or other mobility aids.
 - Persons sitting on benches or other seating provided by the City.
 - Persons waiting in line for lawful commercial or public services.
 - Persons attending a public event including parades and other public activities.

Penalties and Enforcement

- (a) Any person found in violation of this section shall be subject to a fine of up to \$500 per occurrence.
- (c) Law enforcement may issue exclusion orders for repeat offenders to prevent further violations in specified areas.

Prohibition Against Bathing, Laundering, and Damaging Public Water Sources

- (a) No person shall damage or interfere with a public water supply defined as a public well, cistern, water plug, stream, lake, river, pool, pond, creek, any other waterway, or any fountain or recreational water device; or
- (b) takes or use water from a public water source; or
- (c) bathe in a public water source; or
- (d) wash clothing or other personal items in a public water source.

Penalties and Enforcement

- (a) Any person found in violation of this section shall be subject to a fine of up to \$500 per occurrence.
- (b) Repeat violations may result in exclusion from public restrooms, parks, or other city facilities where misuse has occurred.
- (c) Law enforcement shall be authorized to remove individuals from facilities if they refuse to comply with an order to cease prohibited activities.

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on a resolution of the Bartlesville City Council regarding proposed state-mandated restrictions of municipal sewer sludge or biosolids disposal and the City of Bartlesville’s opposition to the passing of Oklahoma Senate bills SB003 and SB268, as well as Oklahoma House bill HB1726

Attachments:

Resolution
SB003, SB268, HB1726

II. STAFF COMMENTS AND ANALYSIS

This legislative session, the Oklahoma Legislature has introduced three bills—SB003, SB268, and HB1726—aimed at banning the land application of wastewater sludge or biosolids, which are byproducts of the wastewater treatment process. These bills appear to be based on the recent establishment of limits by the EPA for certain perfluoroalkyl and polyfluoroalkyl substances (PFAS) in drinking water. The bills seek to ban the land application of sludge and biosolids that contain these substances.

PFAS have been used in consumer products for more than 60 years and remain present in many everyday household items, such as cleaning products, water-resistant fabrics and sprays, nonstick cookware, shampoo, dental floss, nail polish, eye makeup, sunscreen, and shaving cream. As a result, these contaminants enter the wastewater and ultimately end up in the waste product from treatment plants (sludge and biosolids).

While the EPA has not yet provided specific guidance or recommendations regarding the land application of sludge or biosolids containing PFAS, mainly due to the limited scientific research on the bioaccumulation in agricultural plants and livestock, the introduction of these bills in Oklahoma, in the staff’s view, represents a premature and extreme response to the issue.

Land application is a disposal method used to apply a sludge/biosolid slurry to agricultural land to augment the soil. There are well established federal and state regulations concerning this process and robust testing to track and monitor soil conditions to ensure the safety of the farmers/ranchers, livestock and the general public. The City of Bartlesville has been using land application for the past 35 years to dispose of all the plant's waste products (sludge/biosolids).

When it comes to sludge/biosolid disposal, there are three primary options: land application, landfilling, or incineration. If any of the proposed bills pass – note that only SB003 has moved out of committee, it passed the Senate without a title, and is now set for a House vote – it will require the City to completely and immediately begin the overhaul of our waste disposal process. This would include purchasing new equipment to dewater, load, and transport the sludge to a landfill, as well as modifying existing sludge storage structures to accommodate the storage and removal of the biosolids/sludge.

The estimated capital cost for the required equipment and structural modifications is approximately \$3 million, with a timeline of at least two years for full implementation. Additionally, the operational costs for landfill disposal of the sludge/biosolids will increase by \$200,000 per year. Staff is requesting approval of the attached resolution to be sent to our legislators, expressing opposition to the proposed legislation banning the land application of biosolids/sludge.

III. BUDGET IMPACT

N/A

IV. RECOMMENDED ACTION

Staff recommends approval of the resolution.

RESOLUTION NO. _____

**A RESOLUTION OF THE BARTLESVILLE CITY COUNCIL REGARDING
PROPOSED STATE-MANDATED RESTRICTIONS OF MUNICIPAL SEWER
SLUDGE OR BIOSOLIDS DISPOSAL AND THE CITY OF BARTLESVILLE'S
OPPOSITION TO THE PASSING OF OKLAHOMA SENATE BILLS SB003 AND
SB268, AS WELL AS OKLAHOMA HOUSE BILL HB1726**

WHEREAS, the City of Bartlesville, and the Bartlesville Municipal Authority (BMA), its public trust, is committed to protecting the health, safety, and welfare of its residents and those of the State of Oklahoma; and

WHEREAS, the City of Bartlesville solely owns and operates the Chickasaw Wastewater Treatment Plant; and

WHEREAS, the City of Bartlesville uses and implements effective and efficient sewer sludge and biosolids management techniques that comply with all federal, state, and local rules and regulations; and

WHEREAS, these sewer sludge and biosolids management techniques more specifically include land application; and

WHEREAS, land application of treated waste byproduct of municipal wastewater treatment operations has been a federally accepted and state-approved safe, and cost-effective option since treatment of wastewater operations commenced; and

WHEREAS, the chemicals known as PFOS (Perfluorooctane Sulfonate) and PFOA (Perfluorooctanoic Acid) are synthetic substances that have gained widespread attention due to their commonplace in the environment, their persistence against degradation, and their potential health impacts; and

WHEREAS, the Environmental Protection Agency (EPA) has issued guidelines for PFOS and PFOA regarding drinking water but has only recently released a "draft" risk-assessment for their presence in wastewater sewer sludge and biosolids, thereby leaving state governments to individually determine appropriate regulatory actions; and

WHEREAS, states are generally adopting three (3) main approaches regulating PFOS and PFOA in sewer sludge and biosolids management, more specifically including: (1) "non- scientific" emotional-based approach based on public opinion, such as total bans on land application; (2) a "scientific" restrictions-based approach that seek to set certain specific chemical composition limitations on the product supported by scientific evidence; and (3) a "scientific" producer-based approach that seeks to regulate the amount that can be released into a sanitary sewer collection system at the point of discharge to the system; and

WHEREAS, Senate Bill 003 (SB003) proposes a total ban on the land application of any sewage sludge and biosolid material, Senate Bill 268 (SB268) prohibits the application and sale of such

materials, and House Bill 1726 (HB1726) focuses on prohibiting the land application, spreading, sale, and distribution of biosolids and certain materials containing sewer sludge; and

WHEREAS, the passage of these bills would immediately create state-wide hardships and result in the following : (1) funding shortfalls due to increased capital and operational costs for each municipal utility provider, (2) potential landfill capacity availability and sustainability impacts, (3) elimination of beneficial uses generated from the treated waste product, (4) elimination of other viable alternatives thereby inducing market instability, and (5) infringement upon property owner rights therefore creating unnecessary legal challenges and unintended consequences to the residents of Bartlesville, as well as other Oklahomans; and

WHEREAS, the City of Bartlesville supports the scientific-based approaches to managing PFOS and PFOA in sewer sludge and biosolids, emphasizing the need to apply peer reviewed scientific evidence in the decision making process to develop statutes and regulations; and

WHEREAS, the proposed bills, as presented, are seen as misdirected in focus, premature in nature, based on emotional concerns and not scientific evidence, and are contrary to current federal or state proper authority's understandings and position regarding this subject matter; and

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

- Formally opposes the passage of Oklahoma Senate Bill 003, Oklahoma Senate Bill 268, and Oklahoma House Bill 1726.
- Urges the Oklahoma State Legislature to reconsider these identified bills and work collaboratively with Oklahoma Department of Environmental Quality and local governments to develop balanced and effective waste management regulations that are based upon a comprehensive and scientific-based understanding,
- Directs the City Manager to communicate this resolution to the appropriate state legislators and other stakeholders.
- Encourages residents and local businesses to express their concerns regarding these bills to their appropriate state elected officials.

PASSED AND APPROVED THIS 7TH DAY OF APRIL, 2025.

CITY OF BARTLESVILLE, OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

OKLAHOMA)
)SS
COUNTY OF WASHINGTON)

I, the undersigned, City Clerk of the City of Bartlesville, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 7TH DAY OF APRIL, 2025.

(SEAL)

City Clerk

1 ENGROSSED SENATE
2 BILL NO. 3

By: Green and Hamilton of the
Senate

3 and

4 George of the House

5
6 [biosolids - land application - permits - cessation
7 of certain actions - plan submission - rule
8 promulgation - codification -
9 emergency]

10 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

11 SECTION 1. NEW LAW A new section of law to be codified
12 in the Oklahoma Statutes as Section 2-6-501.7 of Title 27A, unless
13 there is created a duplication in numbering, reads as follows:

14 A. To protect the health and safety of the people of this
15 state, land application of sludge and biosolid material is hereby
16 prohibited on and after July 1, 2027. On and after the effective
17 date of this act, the Department of Environmental Quality shall not
18 issue any new permit for the land application of sludge or biosolid
19 material. Renewal of permits for land application shall be left to
20 the discretion of the Department of Environmental Quality.

21 B. 1. Not later than September 1, 2025, all persons or
22 entities permitted to land apply sludge or biosolid material shall
23 reduce the amount of such material land applied by at least twenty-
24 five percent (25%).

1 2. Not later than September 1, 2026, all persons or entities
2 permitted to land apply sludge or biosolid material shall reduce the
3 amount of such material land applied by at least fifty percent
4 (50%).

5 C. Not later than September 1, 2025, any person or entity
6 permitted to land apply sludge or biosolid material shall submit a
7 plan for full cessation of such actions to the Department of
8 Environmental Quality. The plan shall be compiled and submitted in
9 the form and manner prescribed by the Department. The Department
10 shall promulgate rules to implement the provisions of this section.

11 D. For the purposes of this section:

12 1. "Biosolid material" means sewage sludge containing any
13 perfluoroalkyl and polyfluoroalkyl substance; and

14 2. "Sludge" shall mean sludge as defined pursuant to Section 2-
15 10-401 of Title 27A of the Oklahoma Statutes.

16 SECTION 2. It being immediately necessary for the preservation
17 of the public peace, health or safety, an emergency is hereby
18 declared to exist, by reason whereof this act shall take effect and
19 be in full force from and after its passage and approval.

20
21
22
23
24

STATE OF OKLAHOMA

1st Session of the 60th Legislature (2025)

SENATE BILL 268

By: Jett

AS INTRODUCED

An Act relating to biosolids; defining terms; prohibiting land application, spreading, sale, and distribution of certain materials; providing exception to prohibition; providing jurisdiction for enforcement; directing production of report by the Department of Environmental Quality; specifying contents of report; requiring delivery of report by certain date; requiring the Oklahoma Department of Agriculture, Food, and Forestry to develop removal, remediation, and recovery plans for certain agricultural producers; directing production of report by the Oklahoma Department of Agriculture, Food, and Forestry; providing for codification; and declaring an emergency.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 2-10-411 of Title 27A, unless there is created a duplication in numbering, reads as follows:

A. As used in this section:

1. "Biosolids" means solids separated from liquids during the wastewater treatment process which are treated physically and chemically to produce a semisolid, nutrient-rich product;

1 2. "Perfluoroalkyl and polyfluoroalkyl substances" or "PFAS"
2 means non-polymeric perfluoroalkyl and polyfluoroalkyl substances
3 that contain at least two sequential, fully fluorinated carbon
4 atoms, excluding gases and volatile liquids;

5 3. "Sewage sludge" means the residual, semi-solid material that
6 is produced as a byproduct of sewage by municipal, commercial, or
7 industrial wastewater treatment plants; and

8 4. "Septage" means a fluid mixture of untreated and partially
9 treated sewage solids, liquids, and sludge of human or domestic
10 origin, which is removed from a septic tank.

11 B. Notwithstanding any other provision of law, and except as
12 provided in subsection C of this section, no person in this state
13 shall:

14 1. Apply to or spread on any land of this state:

15 a. sludge generated from a municipal, commercial, or
16 industrial wastewater treatment plant,

17 b. compost material that included in its production
18 sludge generated from a municipal, commercial, or
19 industrial wastewater treatment plant or septage, or

20 c. any other product or material that is intended for use
21 as a fertilizer, soil amendment, topsoil replacement,
22 mulch, or other similar agricultural purpose that is
23 derived from or contains sludge generated from a
24

1 municipal, commercial, or industrial wastewater
2 treatment plant or septage; or

3 2. Sell or distribute in this state:

4 a. compost material that included in its production
5 sludge generated from a municipal, commercial, or
6 industrial wastewater treatment plant or septage, or

7 b. any other product or material that is intended for use
8 as a fertilizer, soil amendment, topsoil replacement,
9 mulch, or other similar agricultural purpose that is
10 derived from or contains sludge generated from a
11 municipal, commercial, or industrial wastewater
12 treatment plant or septage.

13 C. The prohibitions in subsection B of this section shall not
14 apply to:

15 1. The disposal or placement of materials described in
16 subsection B of this section at a lined and monitored solid waste
17 landfill;

18 2. The land application of or the sale or distribution of
19 compost material or other agricultural product derived from or
20 containing residuals generated as a result of the processing or
21 cultivation of food, food waste, crops, or vegetative material; the
22 brewing of malt liquor; the fermenting of wine or hard cider; or the
23 distilling of spirits, including, but not limited to, blueberries,
24 apples, grapes, potatoes, seaweed, fish and seafood, and spent grain

1 or malt. Provided, the exemption under this subsection shall only
2 apply if the agricultural product is not cultivated in soil
3 previously treated with biosolids and that such product is not mixed
4 with sludge from a municipal, commercial, or industrial wastewater
5 treatment plant, septage, sewage, or sanitary wastewater prior to or
6 during land application or during the production of the agricultural
7 product;

8 3. The land application, sale, or distribution of compost
9 material or agricultural product or material derived from or
10 containing sludge resulting from the production of precipitated
11 calcium carbonate; and

12 4. The land application, sale, or distribution of compost
13 material or other agricultural product or material derived from or
14 containing manure from animals, zoos, or other agricultural sources.

15 D. The Department of Environmental Quality shall have
16 jurisdiction to enforce the provisions of this section as they
17 pertain to land application or spreading of materials described
18 under this section. The Oklahoma Department of Agriculture, Food,
19 and Forestry shall have jurisdiction to enforce the provisions of
20 this section regarding agricultural materials. The Departments
21 shall enter into a memorandum of understanding to effectively
22 enforce the provisions of this section.

1 SECTION 2. NEW LAW A new section of law to be codified
2 in the Oklahoma Statutes as Section 2-10-412 of Title 27A, unless
3 there is created a duplication in numbering, reads as follows:

4 A. The Department of Environmental Quality shall assess, study,
5 and develop a long-term plan for the purposes of prohibiting the
6 land application of septage in this state. The plan shall include,
7 but not be limited to:

8 1. Identification of the available capacity at wastewater
9 treatment plants or other treatment or disposal facilities in this
10 state to manage septage that is land-applied prior to the effective
11 date of this act;

12 2. Determination of the capacity anticipated to be necessary to
13 manage septage following the prohibition of land application in this
14 state;

15 3. Development of recommendations to support and fund
16 additional management capacity, if necessary; and

17 4. Development of recommendations concerning a framework for
18 the long-term prohibition of land application in this state.

19 B. The Department shall submit an electronic report to the
20 President Pro Tempore of the Senate, the Speaker of the House of
21 Representatives, the Governor, and the relevant legislative
22 committee chairs overseeing environment and natural resources not
23 later than February 1, 2026. The report shall include any suggested
24 legislative implementations resulting from the study.

1 SECTION 3. NEW LAW A new section of law to be codified

2 in the Oklahoma Statutes as Section 2-10-413 of Title 27A, unless
3 there is created a duplication in numbering, reads as follows:

4 A. The Oklahoma Department of Agriculture, Food, and Forestry
5 shall develop a plan to protect agricultural producers who are
6 impacted by perfluoroalkyl and polyfluoroalkyl substances (PFAS)
7 contamination from the land application or spreading of:

8 1. Sludge generated from a municipal, commercial, or industrial
9 wastewater treatment plant;

10 2. Compost material that included in its production sludge
11 generated from a municipal, commercial, or industrial wastewater
12 treatment plant; or

13 3. Any other product or material that is intended for use as a
14 fertilizer, soil amendment, topsoil replacement, mulch, or other
15 similar agricultural purpose that is derived from or contains sludge
16 generated from a municipal, commercial, or industrial wastewater
17 treatment plant or septage.

18 B. The Department shall work directly with impacted
19 agricultural producers to identify sources of contamination and
20 institute best practices for immediate and successful PFAS removal,
21 remediation, and recovery, including any necessary surveys and
22 testing.

23 C. The Department shall submit a report to the Legislature on
24 the total cost of PFAS removal, remediation, and recovery under this

1 section. Upon the convening of the next legislative session, the
2 reported amount shall be included in the general appropriations bill
3 for the upcoming fiscal year.

4 SECTION 4. It being immediately necessary for the preservation
5 of the public peace, health or safety, an emergency is hereby
6 declared to exist, by reason whereof this act shall take effect and
7 be in full force from and after its passage and approval.

8
9 60-1-947 RD 12/30/2024 7:55:45 PM

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 STATE OF OKLAHOMA

2 1st Session of the 60th Legislature (2025)

3 HOUSE BILL 1726

By: Shaw

4
5
6 AS INTRODUCED

7 An Act relating to biosolids; defining terms;
8 prohibiting land application, spreading, sale, and
9 distribution of certain materials; providing
10 exception to prohibition; providing civil liability
11 for violations; providing jurisdiction for
12 enforcement; directing production of report by the
13 Department of Environmental Quality; specifying
14 contents of report; requiring delivery of report by
15 certain date; requiring the Oklahoma Department of
16 Agriculture, Food, and Forestry to develop removal,
17 remediation, and recovery plans for certain
18 agricultural producers; directing production of
19 report by the Oklahoma Department of Agriculture,
20 Food, and Forestry; requiring the Oklahoma Department
21 of Agriculture, Food, and Forestry and the Oklahoma
22 Department of Environmental Quality to develop
23 policies to provide available funding for certain
24 purposes; providing for codification; and declaring
an emergency.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified
in the Oklahoma Statutes as Section 2-10-406 of Title 27A, unless
there is created a duplication in numbering, reads as follows:

A. As used in this act:

1 1. "Biosolids" means solids separated from liquids during the
2 wastewater treatment process which are treated physically and
3 chemically to produce a semisolid, nutrient-rich product;

4 2. "Perfluoroalkyl and polyfluoroalkyl substances" or "PFAS" or
5 "PFOAS" means non-polymeric perfluoroalkyl and polyfluoroalkyl
6 substances that contain at least two sequential, fully fluorinated
7 carbon atoms, excluding gases and volatile liquids;

8 3. "Sewage sludge" means the residual, semi-solid material that
9 is produced as a byproduct of sewage by municipal, commercial, or
10 industrial wastewater treatment plants; and

11 4. "Septage" means a fluid mixture of untreated and partially
12 treated sewage solids, liquids, and sludge of human or domestic
13 origin, which is removed from a septic tank.

14 B. Notwithstanding any other provision of law, and except as
15 provided in subsection C of this section, no person in this state
16 shall:

17 1. Apply to or spread on any land of this state:

18 a. sludge generated from a municipal, commercial, or
19 industrial wastewater treatment plant,

20 b. compost material that included in its production
21 sludge generated from a municipal, commercial, or
22 industrial wastewater treatment plant or septage, or

23 c. any other product or material that is intended for use
24 as a fertilizer, soil amendment, topsoil replacement,

1 mulch, or other similar agricultural purpose that is
2 derived from or contains sludge generated from a
3 municipal, commercial, or industrial wastewater
4 treatment plant or septage; or

5 2. Sell or distribute in this state:

6 a. compost material that included in its production
7 sludge generated from a municipal, commercial, or
8 industrial wastewater treatment plant or septage, or

9 b. any other product or material that is intended for use
10 as a fertilizer, soil amendment, topsoil replacement,
11 mulch, or other similar agricultural purpose that is
12 derived from or contains sludge generated from a
13 municipal, commercial, or industrial wastewater
14 treatment plant or septage.

15 C. The prohibited actions in subsection B of this section shall
16 not apply to:

17 1. The disposal or placement of materials described in
18 subsection B of this section at a lined and monitored solid waste
19 landfill until alternative approved safe processes of disposal are
20 implemented;

21 2. The land application of or the sale or distribution of
22 compost material or other agricultural product derived from or
23 containing residuals generated as a result of the processing or
24 cultivation of food, food waste, crops, or vegetative material; the

1 brewing of malt liquor; the fermenting of wine or hard cider; or the
2 distilling of spirits, including, but not limited to, blueberries,
3 apples, grapes, potatoes, seaweed, fish and seafood, and spent grain
4 or malt. Provided, the exemption under this subsection shall only
5 apply if the agricultural product is not cultivated in soil
6 previously treated with biosolids and that such product is not mixed
7 with sludge from a municipal, commercial, or industrial wastewater
8 treatment plant, septage, sewage, or sanitary wastewater prior to or
9 during land application or during the production of the agricultural
10 product;

11 3. The land application, sale, or distribution of compost
12 material or agricultural product or material derived from or
13 containing sludge resulting from the production of precipitated
14 calcium carbonate; and

15 4. The land application, sale, or distribution of compost
16 material or other agricultural product or material derived from or
17 containing manure from animals, zoos, or other agricultural sources.

18 D. The Department of Environmental Quality shall have
19 jurisdiction to enforce the provisions of this section as they
20 pertain to prohibition of land application or spreading of materials
21 described under this section. The Oklahoma Department of
22 Agriculture, Food, and Forestry shall have jurisdiction to enforce
23 the provisions of this section regarding agriculture. The
24

1 Departments shall enter into a memorandum of understanding to
2 effectively enforce the provisions of this section.

3 E. Pursuant to subsection B of this section, any actions after
4 the effective date of this act, resulting in future contamination
5 from perfluoroalkyl and polyfluoroalkyl substances (PFAS or PFOAS),
6 from land application of biosolids, sewage sludge, or septage, shall
7 be civilly liable to this state and to the people of Oklahoma for
8 costs arising from releases of PFAS or PFOAS to the environment from
9 noncompliance to this act. The funds resulting from such liability
10 shall be used for the remediation and recovery of affected Oklahoma
11 lands, crops, livestock, waters, and impacted human health.

12 SECTION 2. NEW LAW A new section of law to be codified
13 in the Oklahoma Statutes as Section 2-10-407 of Title 27A, unless
14 there is created a duplication in numbering, reads as follows:

15 A. The Department of Environmental Quality shall assess, study,
16 and develop a long-term plan for the purposes of prohibiting the
17 land application of septage in this state and proposing alternate
18 methods of safely processing PFAS, PFOAS, biosolids, sewage sludge,
19 and septage in this state and implementing safe management
20 processes. The plan shall include, but not be limited to:

21 1. Identification of the available capacity at wastewater
22 treatment plants or other treatment or disposal facilities in this
23 state to manage and safely process sludge that was previously land-
24 applied prior to the effective date of this act;

1 2. Determination of the capacity and alternate processes
2 anticipated to be necessary to manage septage following the
3 prohibition of land application in this state;

4 3. Development of recommendations to support and fund
5 additional management capacity, if necessary; and

6 4. Development of recommendations concerning a framework for
7 the long-term prohibition of land application in this state and
8 alternative safe management, treatment, and processing of biosolids
9 and sewage sludge.

10 B. The Department shall submit the final report to the
11 President Pro Tempore of the Oklahoma State Senate, the Speaker of
12 the Oklahoma House of Representatives, the Governor, and the
13 relevant legislative committee chairs overseeing environment and
14 natural resources not later than December 1, 2025. The report shall
15 include any suggested legislative implementations resulting from the
16 study.

17 SECTION 3. NEW LAW A new section of law to be codified
18 in the Oklahoma Statutes as Section 2-10-408 of Title 27A, unless
19 there is created a duplication in numbering, reads as follows:

20 A. The Oklahoma Department of Agriculture, Food, and Forestry
21 shall develop a comprehensive plan to protect agricultural producers
22 who are impacted by perfluoroalkyl and polyfluoroalkyl substances
23 (PFAS) contamination from the land application or spreading of:
24

1 1. Sludge generated from a municipal, commercial, or industrial
2 wastewater treatment plant;

3 2. Compost material that included in its production sludge
4 generated from a municipal, commercial, or industrial wastewater
5 treatment plant; or

6 3. Any other product or material that is intended for use as a
7 fertilizer, soil amendment, topsoil replacement, mulch, or other
8 similar agricultural purpose that is derived from or contains sludge
9 generated from a municipal, commercial, or industrial wastewater
10 treatment plant or septage.

11 B. The Department shall work directly with impacted
12 agricultural producers to identify sources of contamination and
13 institute best practices for immediate and successful PFAS removal,
14 remediation, and recovery, including any necessary surveys and
15 testing.

16 C. The Department shall submit the final report to the
17 President Pro Tempore of the Oklahoma State Senate, the Speaker of
18 the Oklahoma House of Representatives, the Governor, and the
19 relevant legislative committee chairs overseeing environment and
20 natural resources not later than December 1, 2025. The report shall
21 include the estimated total cost of PFAS removal, remediation, and
22 recovery under this section. Upon the convening of the next
23 legislative session, the reported amount shall be included in the
24 general appropriations bill for the upcoming fiscal year.

1 SECTION 4. NEW LAW A new section of law to be codified
2 in the Oklahoma Statutes as Section 2-10-409 of Title 27A, unless
3 there is created a duplication in numbering, reads as follows:

4 The Oklahoma Department of Agriculture, Food and Forestry shall
5 develop policies to provide all necessary state funding and any
6 applicable federal funding for:

7 1. Water treatment infrastructure to remove perfluoroalkyl and
8 polyfluoroalkyl substances (PFAS). Water for the purposes of this
9 section shall include all rivers, streams, creeks, brooks,
10 reservoirs, ponds, lakes, springs, ground water, aquifers, private
11 wells, and all bodies of surface waters, artificial or natural,
12 which are contained within, flow through, or border upon the state
13 or any portion of it;

14 2. Perfluoroalkyl and polyfluoroalkyl substances (PFAS)
15 voluntary testing and investigation which will allow state
16 regulators to research and identify potentially impacted farms,
17 ranches, communities, water sources, or food products; and

18 3. Financial assistance and voluntary medical monitoring for
19 impacted families, neighbors, and communities as a result of
20 perfluoroalkyl and polyfluoroalkyl substances (PFAS) biosolids, and
21 sewage sludge land applications.

22 SECTION 5. It being immediately necessary for the preservation
23 of the public peace, health or safety, an emergency is hereby

24

1 declared to exist, by reason whereof this act shall take effect and
2 be in full force from and after its passage and approval.

3

4 60-1-11010 JL 01/15/25

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to direct staff to publish notice of a petition by Dinner Out LLC, requesting annexation of a 27.015-acre +/- tract of land to be zoned M-2 General Industrial/PUD, said tract of land described as a part of the Southwest Quarter of the Southwest Quarter of Section 3, Township 26 North, Range 12 East of the Indian Base and Meridian, Osage County, Oklahoma.

Attachments:

- Exhibit A:** Petition Requesting Annexation
- Exhibit B:** Notice of Filing Petition w/ Map

II. STAFF COMMENTS AND ANALYSIS

The property proposed for annexation into the city limits of Bartlesville is on the north side of U.S. Highway 60 (Bartlesville Road), immediately east of the Bartlesville Municipal Airport. It is the former site of the Siemens Corporation facility. The petitioner, Dinner Out LLC, is an entity related to Lincoln Electric Products Company, and is the sole owner of the subject property. The property was conveyed to Dinner Out LLC from the Bartlesville Development Authority (BDA), by warranty deed, recorded at Book 1914, Page 104-107, in the Osage County Clerk's office, on April 22, 2024.

The property is in Osage County, and is zoned Commercial in that county, however, there are no zoning regulations that apply to such zoning designation, based on City staff communication with the Osage County Director of Planning and Zoning. Dinner Out LLC is requesting that the property be zoned M-2 General Industrial/PUD (Planned Unit Development).

III. RECOMMENDED ACTION

The City Council is requested to direct staff to publish notice of a petition by Dinner Out LLC, requesting annexation of a 27.015-acre +/- tract of land to be zoned M-2 General Industrial/PUD, said tract of land described as a part of the Southwest Quarter of the Southwest Quarter of Section 3, Township 26 North, Range 12 East of the Indian Base and Meridian, Osage County, Oklahoma.



PETITION FOR ANNEXATION

Pursuant to Oklahoma State Statute Title 11, Section 21-105, I, Matthew Leff, acting on behalf of Dinner Out LLC, being the owner of all of the real property hereinafter described, do hereby request that the following described property be annexed into the corporate limits of the City of Bartlesville, said property to be zoned M-2 (General Industrial)/PUD:

27.015 acres, more or less, lying in the Southwest Quarter of the Southwest Quarter of Section 3, Township 26 North, Range 12 East of the Indian Base and Meridian, Osage County, Oklahoma, being more particularly described as follows, and more particularly identified in Exhibit A attached hereto and hereby made a part of this petition for annexation:

Commencing at the Southwest corner of said Section 3; thence North 89° 56' 35" East with the South line of Section 3, a distance of 52.1 feet to the Point of Beginning; Thence continuing North 89° 56' 35" East with the South line of said Section 3 a distance of 819.36 feet; Thence North 0° 03' 25" West 1335.61 feet to the point on the North line of the SW/4 SW/4 of said Section 3; Thence South 89° 52' 25" West with the North line of the SW/4 SW/4 of said Section 3 892.66 feet to a point on the West line of said Section 3; Thence South 0° 58' 00" East with the West line of said Section 3 a distance of 1260.7 feet; Thence North 89° 55' East a distance of 39.1 feet; Thence South 30° 43' 17" East a distance of 27.91 feet; Thence South a distance of 50 feet to the Point of Beginning.

The property is located and contained within an area that is contiguous to the corporate limits of the City of Bartlesville, Oklahoma, and the property does not lie within the corporate limits of any other municipality.

Plan for Municipal Services: I understand that the City of Bartlesville will provide and extend any required or necessary municipal services to the annexed property as needed to facilitate the development of the annexed land.

I, the undersigned, hereby submit this written petition in accordance with Oklahoma State Statute Title 11 and request that such property described above be annexed to the City of Bartlesville, Oklahoma. Also attached hereto is a map of the said property to be annexed showing its relationship to the corporate limits of the City of Bartlesville.

Dated this 31 day of March, 2025.

BY: 
Matthew Leff
Title: Sole Member
Dinner Out, LLC

STATE OF New Jersey)
COUNTY OF Essex) ss:

On this 31 day of March, 2025, before me, a Notary Public, in and for said County and State, personally appeared Matthew Leff, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the purposes therein set forth.

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



Notary Public

DORIS GONZALEZ
Notary Public, State of New Jersey
My Commission Expires
February 11, 2029



[Seal]
My commission expires: February 11, 2029



NOTICE OF FILING PETITION FOR ANNEXATION AND PUBLIC HEARING

TAKE NOTICE that the DINNER OUT LLC has filed in the Office of the City Clerk a Petition for Annexation of certain real property, to be zoned M-2 General Industrial/PUD, described as follows:

A tract of land in the SW/4 SW/4 of Section 3, Township 26 North, Range 12 East of the Indian Base and Meridian, Osage County, Oklahoma, being more particularly described as follows:

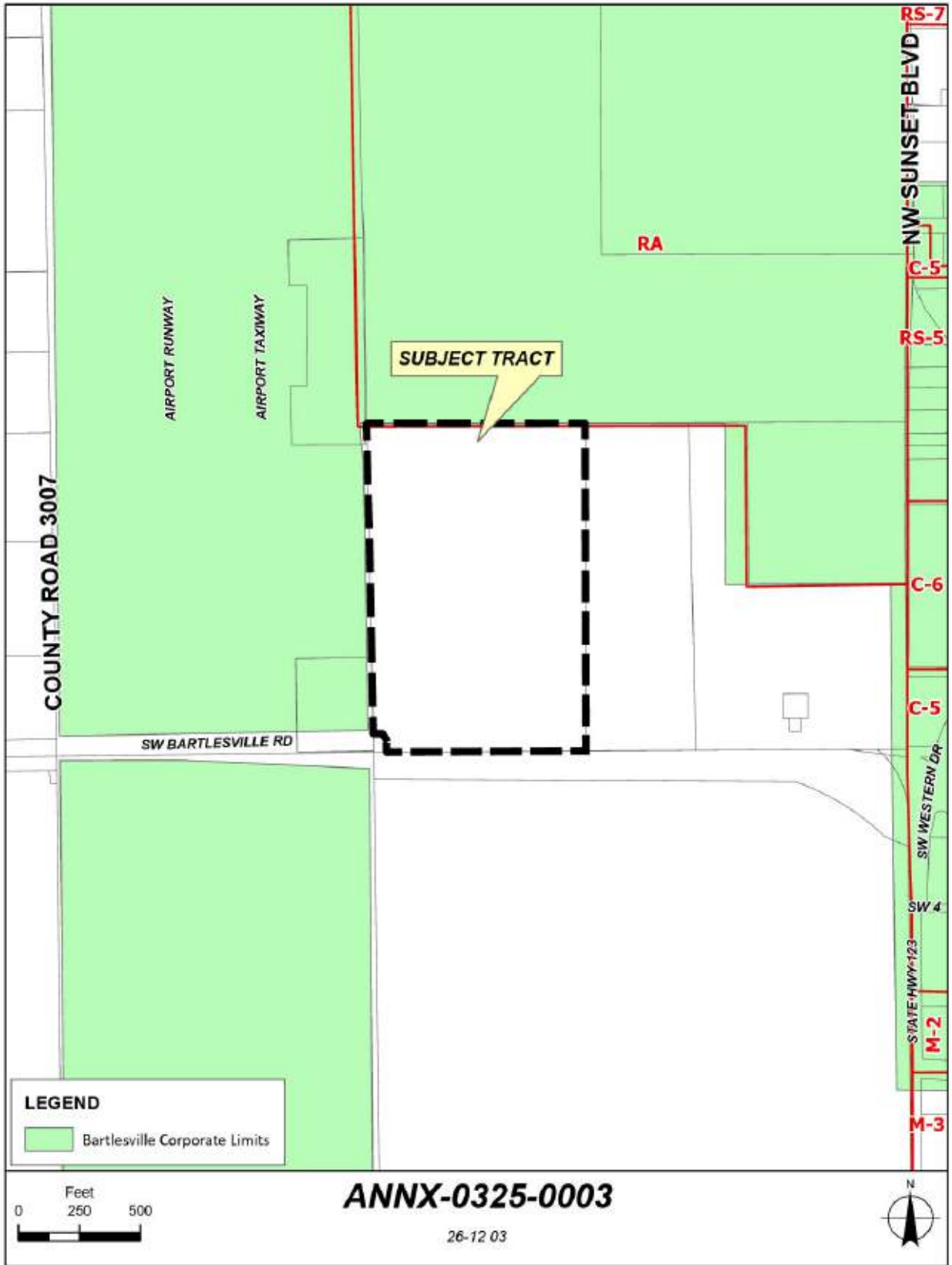
Commencing at the Southwest corner of said Section 3; thence North 89° 56' 35" East with the South line of Section 3, a distance of 52.1 feet to the Point of Beginning; Thence continuing North 89° 56' 35" East with the South line of said Section 3 a distance of 819.36 feet; Thence North 0° 03' 25" West 1335.61 feet to the point on the North line of the SW/4 SW/4 of said Section 3; Thence South 89° 52' 25" West with the North line of the SW/4 SW/4 of said Section 3 892.66 feet to a point on the West line of said Section 3; Thence South 0° 58' 00" East with the West line of said Section 3 a distance of 1260.7 feet; Thence North 89° 55' East a distance of 39.1 feet; Thence South 30° 43' 17" East a distance of 27.91 feet; Thence South a distance of 50 feet to the Point of Beginning.

The undersigned City Clerk has determined that said Petition is sufficient and in accordance with law, and declares that the hearing on said Petition and zoning is set before the Bartlesville City Council on the 5th day of May, 2025, at 5:30 PM, in the City Council Chambers of City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma.

All parties interested in the above matter are hereby notified that they may appear at said hearing on the date hereinabove stated and make known their desires.


Dated this 7th day of April, 2025.

Jason Muninger, CFO/City Clerk
City of Bartlesville



SUBJECT TRACT

LEGEND

 Bartlesville Corporate Limits



ANNX-0325-0003

26-12 03



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take possible action to create a K-9 Unit Retirement Subsidy program.

Attachments:

None

II. STAFF COMMENTS AND ANALYSIS

General Background Info

Mayor Curd and Vice Mayor Dorsey are proposing the creation of a special program to support K-9 Officers and their retiring K-9. This program will provide funding for some basic costs associated with the adoption of an aging police K-9. If approved by Council, the Police Department will provide funding up to \$1,000 from its operating budget in the current year and will request \$1,000 in the following year's budget. The program is designed to cover:

- \$500 adoption stipend to be paid to a handler upon adoption of their retired police K-9
- A plaque recognizing the service of the officer and the retiring K-9
- A liability insurance policy to cover ownership of a police K-9
- Assistance with veterinary bills including any end-of-life costs

If Council approves this program, then the Police Department staff will develop a detailed policy for its execution and estimated costs to operate the program. This policy will be returned to Council for final approval before any payment is made. The City will also accept donations for this program to help fund and eventually endow the program.

Please schedule this item for consideration and possible action at our regular meeting in April 2025.

III. RECOMMENDED ACTION

Approve the program and direct staff to develop a detailed policy and cost estimates for final Council approval.