



Planned Unit Development

December 18, 2017

*Submitted to:*

*The City of Broken Arrow, Oklahoma*

*For:*

**Restore House**

Prepared by:

Nicholas Parker – Owner

[Nick@BornAgainRestored.com](mailto:Nick@BornAgainRestored.com)

918-280-8222

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### **Exhibits:**

Exhibit “A”: Subject Property Location

Exhibit “B”: Restore House/Customer Contract



## DEVELOPMENTAL CONCEPT

Restore House is a casual place offering a comfortable space for weddings, parties, gatherings and photographers. Our space offers a warm and inviting atmosphere with a timeless appeal. The venue includes use of both the 1910 Victorian home and the outdoor open air pavilion which was constructed out of a salvaged barn from southern Kansas. The lawn is open and able to be situated to accommodate gatherings from 10-250.

The purpose of this PUD is to allow the proposed use within the DM zoning district.

## DEVELOPMENT STANDARDS

The development shall be done in accordance with the Broken Arrow Zoning Ordinance and the use and development regulations of the DM District:

### LAND AREA:

Gross: 28,000 SF

Net: 26,150 SF

EXISTING ZONING: DM

PROPOSED ZONING: DM

### PERMITTED USES:

All uses allowed as a matter of right in Downtown Mixed (DM) in addition to Places of Assembly. Hours of operation per the contractual agreement with customers is from 8am-10pm on a



given day. Customers are renting the venue for a specific time slot per the contract they have agreed to (See attached Exhibit “B”). To comply with the city noise ordinance the customer is also required to initial page #3 of the contract. Specifically pertaining to section #5, which reads: “MUSIC AND ENTERTAINMENT – The proximity of local residences to RESTORE HOUSE is such that venue sounds, specifically sound related to music, must be kept below certain levels. All music must end by 10:00PM.” (See attached Exhibit “B”).

MINIMUM LOT AREA: 28,000 SF

PERMITTED NUMBER OF LOTS: 1 Lot

ARCHITECTURE:

The exterior of all building facades will remain as-is which at the time of re-zoning from R-3 to DM met and exceeded the requirements set forth by the City of Broken Arrow Zoning Ordinance.

LANDSCAPING:

Landscaping shall remain as-is which at the time of re-zoning from R-3 to DM met and exceeded the requirements set forth by the City of Broken Arrow Zoning Ordinance.

**PUD DETAIL PLANS REVIEW**

Prior to construction of any new building structure within the Restore House, LLC., a PUD Detail Site Plan shall be submitted to and approved by the City of Broken Arrow.



## ANTICIPATED DEVELOPMENT SCHEDULE

It is the intent of the owner to comply with PUD requirements within 6 months after receiving the approvals.

### PUD Legal Description

IN RE: Lots Nine (9), Ten (10), Eleven (11), and Twelve (12), Block Thirteen (13), FEARS ADDITION to the Town, now City of Broken Arrow, Tulsa County, Oklahoma, according to the Rerecorded Plat No. 508.



# Exhibit "A"

Subject Property:  
924 S Main St  
Broken Arrow, OK 74012

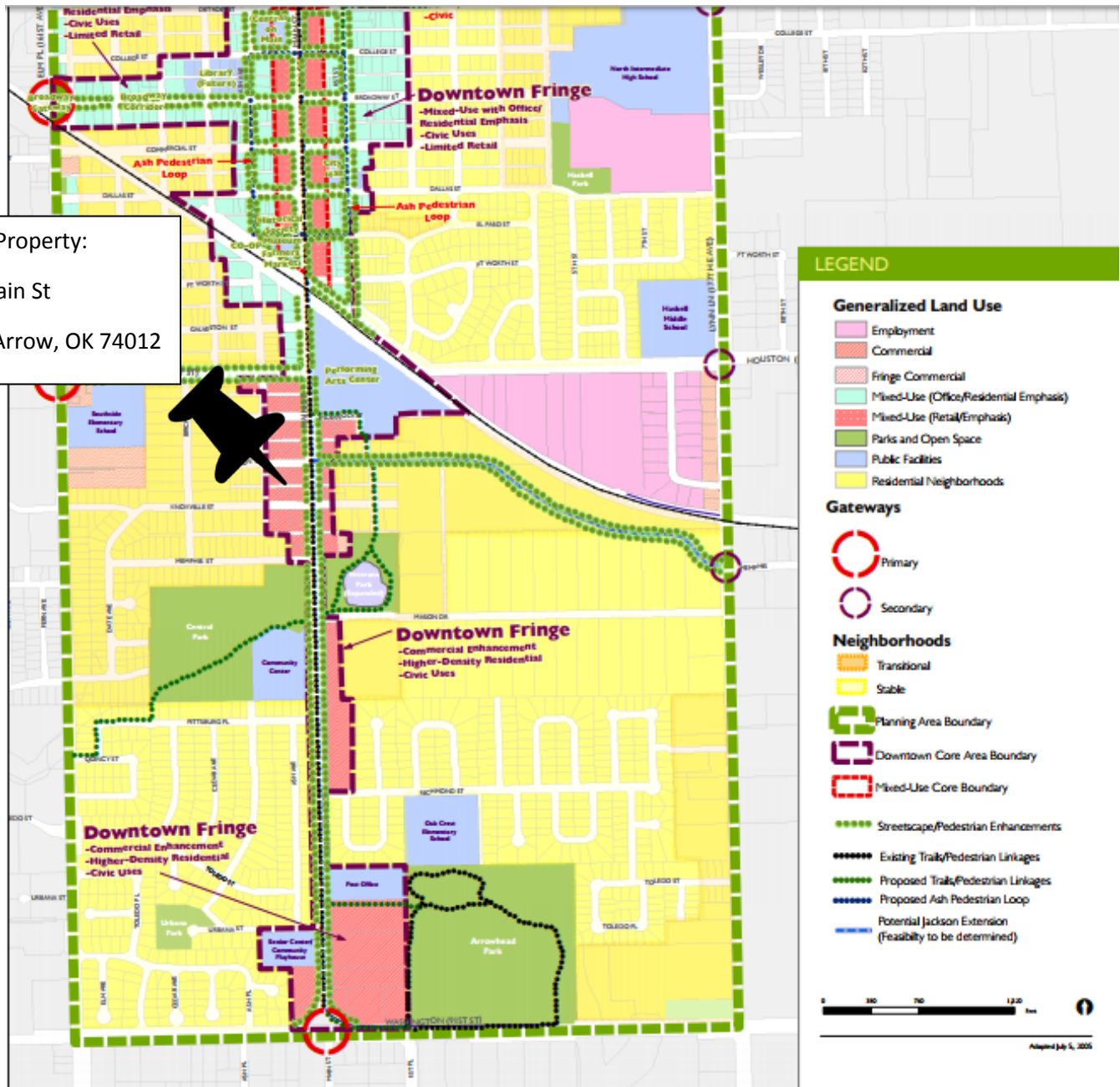


Exhibit "B"



Wedding Venue Contract

This contract defines the terms and conditions under which Restore House and \_\_\_\_\_ (hereafter referred to as the CLIENT) agree to the CLIENT's use of Restore House facilities on \_\_\_\_\_ (event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Restore House and the CLIENT.

Date of Wedding: \_\_\_\_\_ Time of Wedding: \_\_\_\_\_ Day of the week: \_\_\_\_\_

Client name: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact number: \_\_\_\_\_

Total number of guests \_\_\_\_\_

Wedding Party Information

Bride's information:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_



Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Groom's Information:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Facilities and Services Provided by RESTORE HOUSE

1) RESTORE HOUSE VENUE RENTAL FEE(S):

(a) RESTORE HOUSE Wedding Venue Packages Include:

Exclusive use of the outdoor grounds which includes use of 35' x 40' Open-Air Pavilion: Green space on east and west of Pavilion: Up to \$500 in rentals, for tables, chairs and linens of your choice and 10 picnic tables: One (1) hour Rehearsal window day prior to event or date agreed upon with Client and Restore House. Rehearsal Date may change based on availability. Venue will accommodate up to 250 guests.

- 1) Monday - Thursday Wedding (Usage from 1pm-10pm)  
\$1,500 - Wedding Ceremony and Reception at RESTORE HOUSE for up to 250 guests:
- 2) Saturday Wedding (Usage from 10am - 10pm March-November)  
\$3,000 - Wedding Ceremony and Reception at RESTORE HOUSE for up to 250 guests:
- 3) Friday or Sunday Wedding (Usage from 10am - 10pm March-November)  
\$2,500 - Wedding Ceremony and Reception at RESTORE HOUSE for up to 250 guests:





(Weddings December-February \$1,000 less, Friday to Sunday)

Additional Services available: This cost is added to the price of the venue.

\$300 Bridal Suite (Available for use before scheduled event) Located on the second floor of Historic 1910 Victorian Home. This space includes the use of 2 rooms, the large balcony, and private bathroom. Renting this space is for use prior to the event ONLY, and all belonging must be removed prior to the wedding beginning. This space comfortably accommodates 2-10 people.

\$250 Kitchen Rental- (Available for use on Event date only) The kitchen includes an island space, sink and refrigerator. This space is heated and cooled and great for creating a buffet line for the event, or allowing the caterer access to a kitchen.

\$400 Rehearsal Dinner House Rental- (Available Night Before Event 3-HOUR Rental) This rental includes use of the first floor of Restore House for celebrating with the rehearsal dinner. Choosing this option confirms that you will have use of the grounds for 1-hr for the walk through and 3 hours for a dinner inside Restore House.

\$1000 Whole House ALL-INCLUSIVE Rental- by adding this option the client and guests will have access to Restore House for all the above stated services and times, and have access to additional rooms inside Restore House during the event. This allows more space for guests and great space for photography.

#### Alcohol Consumption

Alcohol may NOT be served or consumed on premises unless Tulsa Platinum Staffing, is staffing the event. Check out their website [www.tulsaplatinumstaffing.com](http://www.tulsaplatinumstaffing.com) . RESTORE HOUSE has strict policies in place prohibiting alcohol on the premises. If Alcohol is on the RESTORE HOUSE property and a licensed bartender is not present, additional charges for this contract will be billed.

(b) The CLIENTS or REPRESENTATIVE FOR THE CLIENT(S), agrees to pay a \$250 Cleaning Deposit. The Cleaning Deposit can be fully refundable and is determined by the condition of the venue upon departure. The additional Cleaning Fees can range from \$150.00 to \$400.00 and will be decided by RESTORE HOUSE. If the deposit is refundable it will be sent by check within 7 business days of final walk through if approved by RESTORE HOUSE. If the Cleaning Bill requires more than \$250 the CLIENT(S) will be billed and expected to send in a check for the remanding balance within 7 business days.

(c) The CLIENTS or REPRESENTATIVE FOR THE CLIENT(S), agrees to pay an initial non-refundable deposit of \$750.00. This payment serves to hold the venue for specified date of event or



wedding and is payable at the time of contract signature. This payment will be deducted from the balance due on this contract.

- (d) The CLIENTS or REPRESENTATIVE FOR THE CLIENT(S), agrees to pay the remaining amount 8 weeks prior to wedding date (You will not receive an invoice, PLEASE pay promptly or you could lose your date.)
- (e) Payments: Can be made in person or over the phone to:

Restore House  
924 S Main St  
Broken Arrow, OK 74012  
(918) 286-3061

2) DATE CHANGES:

In the event the CLIENT(S) is forced to change the date of the wedding every effort will be made by RESTORE HOUSE to transfer reservations to support the new date. The CLIENT(S) agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the CLIENT(S). In the unlikely event of a natural disaster, Restore House will make every effort possible to reschedule the event accordingly. The CLIENT(S) further understands that last minute changes can impact the quality of the event and that RESTORE HOUSE is not responsible for these compromises in quality.

3) CANCELLATIONS:

In the event of a cancellation of the wedding, all payments made to date are non-refundable and all outstanding payments will be due immediately.

4) COURTESY PROTOCOL:

The CLIENT(S) understands that they and their invited guests will abide by the requirements of RESTORE HOUSE. RESTORE HOUSE prohibits discrimination on the basis of race, color, sex, age, handicap, familial partners, religion, and or national origin. RESTORE HOUSE reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be acquired if this request is not met immediately.



5) MUSIC AND ENTERTAINMENT:

The proximity of local residences to RESTORE HOUSE is such that venue sounds, specifically sound related to music, must be kept below certain levels. Vulgarity and or sexually explicit music is not allowed at anytime. All music must end by 10:00PM.

6) DAMAGE INCIDENTS:

If, during the course of the event, accidental damage does occur, it should be reported immediately to RESTORE HOUSE so arrangements can be made for quick & un-interruptive cleanup and restitution. Damage to any room/space/furnishings and/or equipment by a client will result in appropriate charges, based on fair market cost of replacement/repair/additional cleaning to RESTORE HOUSE property or equipment. If there is a cost factor attached to the incident, after discussion of damages, the price will be deducted from the cleaning deposit prior to refund with written disclosure of pricing.

7) RULES AND REGULATIONS:

The following is a list of rules and regulations to be upheld by CLIENT(S), which includes all EVENT PLANNERS and WEDDING COORDINATORS and VENDORS who are involved in the planning and execution of a special event or wedding on the premises of RESTORE HOUSE. RESTORE HOUSE is committed to creating a safe and comfortable family environment to be enjoyed by guests and client(s). The following are no allowed:

- Foul/abusive language or obscene gestures
- Intoxication or other signs of impairment related to alcohol consumption
- Use of illegal drugs or other illicit substances are not permitted. Violators will be escorted from the premises.
- Displays of affection not suitable in a public, family setting
- Any disruptions to the progress of the event
- No obscene or indecent clothing
- Use of weapons of any kind
- RESTORE HOUSE is a “tobacco free” environment.

(b) Candles

Any use of candles must be approved by the facility. All candles must be contained or enclosed in glass. The flame must not reach higher than 2 inches below the height of the glass. Burning dripless candles or liquid-fueled decorations are permitted with prior approval. Note excessive candle wax on furniture and/or flooring will result in an extra cleaning fee.

(c) Decorations

- Due to multiple events, decorations must be removed immediately following the function. If there is no event in conflict with the



RESTORE HOUSE schedule, the timing of “undecorating” may be determined with RESTORE HOUSE. RESTORE HOUSE cannot

accept responsibility for any decorations or belongings left after your event.

- Furniture may not be moved without permission from RESTORE HOUSE.
- Heavy articles may be hung only by special permission from RESTORE HOUSE. No items or decorations may be hung from ceiling fans or lights.
- Ladders may be used for decorating (see RESTORE HOUSE). You may not stand on table tops or chairs. The use of ladders is at your own risk.

(e) Glassware

You may use plastic cups for alcohol service. Glass bottles or glassware may not be used to serve alcohol. RESTORE HOUSE’S only exception is the Bride and Groom may use Crystal Stemware for their toast.

NOTE:

- Small particles, such as glitter and confetti may be used as decorations. An extra cleaning fee will be applied if not fully cleaned up.
- No firearms of any kind are permitted.
- Animals or pets of any kind, excluding service animals, shall not be permitted on the property unless special written permission is granted by RESTORE HOUSE.
- Bicycles, skateboards and roller blades are not allowed.
- Please work with the RESTORE HOUSE on any other specific requests. We will try to accommodate your needs as much as possible.

8) INSURANCE

You may purchase event insurance if you like.

9) LIQUOR AND ALCOHOL BEVERAGES

Alcohol may not be served to minors. At any time, if the serving staff deems alcohol consumption to be excessive, the staff has the authority to refuse to serve an individual or/and close down all alcohol service and/or evict inebriated guests from the premises. Alcohol cannot be self-served, an ABC Licensed server with Indemnity Insurance is required!

Please initial Alcohol \_\_\_\_\_ No Alcohol \_\_\_\_\_

10) CATERING

Licensed caterer with Indemnity Insurance is recommended. We would be happy to assist you with your choice if you’d like. A copy of this license must be provided to RESTORE HOUSE prior to event. Client may bring their own caterer if client prefer, or bring own food. Client may provide their own food, this means that the client resumes any responsibility from illness caused by food.



Please initial Caterer \_\_\_\_\_ Own Food \_\_\_\_\_

11) RENTAL CONTRACT

A rental contract must be signed, all pages initialed and signed, as well as appropriate deposits submitted in order to confirm the date for your event,

RESTORE HOUSE.



Venue Cost Summary:

	<u>Selected</u>	<u>Qty.</u>	<u>Total</u>
1) Monday - Thursday Wedding			
<input type="checkbox"/> Usage from 1pm – 10pm Day of the Event			
<input type="checkbox"/> \$1,500 Cost	_____	_____	_____
2) Saturday Wedding			
<input type="checkbox"/> Usage from 10am – 11pm Day of the Event			
<input type="checkbox"/> \$3,000 Cost	_____	_____	_____
3) Friday or Sunday Wedding			
<input type="checkbox"/> Usage from 10am – 11pm Day of the Event			
<input type="checkbox"/> \$2,500 Cost	_____	_____	_____

Additional Services Cost Summary:

1) Bridal Suite			
<input type="checkbox"/> Available for use before the Event			
<input type="checkbox"/> \$300 Cost	_____	_____	_____
2) Kitchen Rental			
Available for use the day of the Event			
\$250	_____	_____	_____
3) Cleaning Deposit (REQUIRED)			
<input type="checkbox"/> \$250 Cost (Refundable if not used)	_____ X	_____ 1	_____ \$250
4) Rehearsal Dinner			
Available for 3 Hour Usage, night before the event.			
\$400	_____	_____	_____
5) Whole House All-inclusive – Details in contract			
\$1000	_____	_____	_____

Total Cost \$ \_\_\_\_\_

NOTES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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4) SIGNATURES:

By signing below, The CLIENTS or REPRESENTATIVE FOR THE CLIENT(S) agrees to pay for any damage to the interior or exterior of the said property or its furnishings resulting from actions taken by renter, their guests, or by any person contracted by The CLIENTS or REPRESENTATIVE FOR THE CLIENT(S) for the event. The CLIENTS or REPRESENTATIVE FOR THE CLIENT(S) agrees to hold RESTORE HOUSE and its employees harmless, including court costs and attorney fees, in any legal action which may result from this event.

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CLIENTS or REPRESENTATIVE FOR THE CLIENT(S) Name (Printed)

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Signature Date

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Signature Date

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RESTORE HOUSE (Printed name of representative) Title

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Signature Date



\*NOTE – One (1) hour Rehearsal period will be available the day prior to the scheduled event according to RESTORE HOUSE schedule. RESTORE HOUSE will provide a window of time of which one (1) hour can be selected for Rehearsal use.

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OFFICE USE ONLY:

Non-refundable Deposit \$750.00

Date rec'd \_\_\_\_\_ Payment method \_\_\_\_\_

Balance due of \$ \_\_\_\_\_ 8 weeks prior to wedding date + \$250 Cleaning Deposit

Date rec'd \_\_\_\_\_ Payment method \_\_\_\_\_

