

City of Broken Arrow
Meeting Agenda
Broken Arrow City Council

Mayor Craig Thurmond
Vice Mayor Scott Eudey
Council Member Johnnie Parks
Council Member Debra Wimpee
Council Member Christi Gillespie

Tuesday, October 1, 2019

6:30 PM

Council Chambers
220 South 1st Street
Broken Arrow, OK

AMENDED AGENDA

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

- A. [19-1063](#) Acknowledgement of upcoming out-of-state travel by City Council members
- B. [19-19](#) Approval of the City Council Meeting Minutes of September 17, 2019
- C. [19-1209](#) Acceptance of Elm Place and New Orleans Advisory Committee meeting minutes of August 29, 2019
- D. [19-1237](#) Approval of and authorization to execute an Encroachment Agreement and Release of Liability between the City and Alfa Laval Incorporated for a sign to be built into city right-of-way located southwest of Lot 1, Block 1, Alfa Laval, Tulsa County, Oklahoma (Section 13, Township 18 North, Range 14 East)
- E. [19-1042](#) Approval of and authorization to execute a Professional Consultant Agreement with Meshek & Associates, LLC, for providing engineering design services for culvert improvements on West Jasper Street located 400 feet east of Aspen Avenue (Project No. SW1911) and downstream channel improvements through Indian Springs Golf Course (Project No. SW1917)

- F. [19-1041](#) Approval of and authorization to execute a Professional Services Agreement with Cowan Group Engineering, LLC, for design of Stone Ridge Towne Center Drainage Improvements Packages “B”, “C”, and “D” (Project No. SW1910)
- G. [19-1216](#) Approval of and authorization to execute a Promotional License on City Property allowing the Rotary Club of Broken Arrow to host the 2019 Cool Grilles Event
- H. [19-1219](#) Approval of and authorization to execute a Waiver of Conflict of Interest of Doerner, Saunders, Daniel & Anderson, LLP between Dennis Ray Sherwood and Mary J. Sherwood and the City of Broken Arrow involving the acquisition by the City of two parcels of real property located behind 505 West Broadway Street, Broken Arrow, Oklahoma
- I. [19-1221](#) Approval of and authorization of the purchase of a Police/Fire Command post from Farber Specialty Vehicles pursuant to the Omnia Partners purchasing Cooperative, for the Police Department
- J. [19-1222](#) Approval of and authorization of the purchase a Special Operations Team Equipment Truck from Farber Specialty Vehicles pursuant to the Omnia Partners purchasing Cooperative for the Police Department
- K. [19-1203](#) Acceptance of a Waterline Easement from Timber Wolf Excavating, LLC on Lot 6, Block 1, Timber Ridge Business Park, approximately one-third mile south of Kenosha Street (71st Street), one-half mile west of Evans Road (51st Street), shown as Exhibit A (Section 8, T18N, R15E)
- L. [19-1205](#) Approval of PT19-112, Conditional Final Plat, Timber Ridge Cottages, 8.05 acres, 1 Lot, A-1 (Agricultural) to RM (Residential Multi-Family) and PUD-276 (Planned Unit Development), one-quarter mile south of Kenosha Street (71st Street), east of 37th Street (209th East Avenue)
- M. [19-1204](#) Approval of PT19-114, Conditional Final Plat, Bentley Row, a re-subdivision of Lots 6 thru 10 Block 6, Homestead Addition and Lots 4 and 5, Block 51 Original Town of Broken Arrow, 0.56 acres, 7 Lots, R-2 (Single-Family Residential), one-eighth mile west of Elm Place (161st East Avenue), one-quarter mile north of Houston Street (81st Street)
- N. [19-1197](#) Approval of PUD-292 (Planned Unit Development) and BAZ-2034 (Rezoning), Casey’s General Store, 1.77 acres, A-1 to PUD-292/CG, located on the southeast corner of Kenosha Street (71st Street) and 37th Street (209th East Avenue)
- O. [19-1153](#) Approval of and authorization of Final Acceptance for the public improvements at The Citadel Duplexes located at 314 West Fort Worth
- P. [18-1462](#) Ratification of the Claims list dated 09/27/2019

6. Consideration of Items Removed from Consent Agenda

7. Public Hearings, Appeals, Presentations, Recognitions, Awards

- A. [19-1220](#) Consideration, discussion, and possible approval of and authorization to execute a Proclamation declaring the Month of October of 2019 as Manufacturing Month
- B. [19-1206](#) Presentation regarding the Ronald D. Flanagan Gold Project Award for The Together Project

8. Citizens' Opportunity to Address the Council on General Topics Related to City Business or Services (No action may be taken on matters under this item)

9. General Council Business

- A. [19-1242](#) Consideration, discussion, and possible approval to reject all bids for the construction of Fire Station No. 2 Foundation & Precast Repair (Project No. 193509) and find that the best interests of the Broken Arrow City Council will be served by the rejection
- B. [19-1210](#) Consideration, discussion, and possible approval of and authorization to waive the residency requirement of the Drainage Advisory Committee to allow members of the committee residing outside the City limits, but within the fence line, to serve pursuant to Broken Arrow Code of Ordinances Chapter 2, Section 2-13
- C. [19-1238](#) Consideration, discussion, and possible appointment of Jason Featherngill to the Broken Arrow Drainage Advisory Committee
- D. [19-1247](#) Consideration, discussion, and possible approval of the proposed list of projects for the 2018 General Obligation Bond Issue, Series 2019A Sale
- E. [19-1229](#) Consideration, discussion, and possible approval and authorization to execute Resolution No. 1270, a Resolution fixing the amount of Series 2019A Bonds to mature each year, fixing the time and place the bonds are to be sold and authorizing the clerk to give notice of said sale as required by law; approving a legal services agreement with Kiser Law Firm, PLLC and a financial advisor services agreement with Municipal Finance Services, Inc. and containing other provisions with respect to the issuance of general obligation bonds

- F. [19-1230](#) Consideration, discussion, and possible approval and authorization to execute Resolution No. 1271, a Resolution providing for the issuance of General Obligation Refunding Bonds in a principal amount not to exceed Ten Million One Hundred Thousand dollars (\$10,100,000) by the City of Broken Arrow, Oklahoma, for the purpose of refunding a portion of the city's outstanding general obligation bonded indebtedness; Establishing a not to exceed true interest costs and maturity dates; Prescribing form of refunding bonds and providing for registration thereof; Providing a levy of an annual tax for payment of principal and interest on said refunding bonds; Waiving competitive bidding and designating an underwriter for the bonds and authorizing execution of a bond purchase contracts, escrow fund agreements, continuing disclosure agreements and paying agent/registrar agreements; Ratifying and confirming a legal services agreements and a financial services agreement with respect to the issuance of the bonds; approving an Official Statement and providing other details of the issue
- G. [19-1241](#) Consideration, discussion and possible approval and authorization to execute Resolution No. 1268, a Resolution authorizing the City Attorney to defend Joshua Zoller in the civil action Ellsworth vs. The City of Broken Arrow et al, Case No. 19-CV-34-TCK-FHM in the United States District Court for the Northern District of Oklahoma
- H. [19-1195](#) Consideration, discussion and possible approval and authorization to execute Resolution No. 1269, a Resolution authorizing the City Attorney to defend Rodney Garner in the civil action Ellsworth vs. The City of Broken Arrow et al, Case No. 19-CV-34-TCK-FHM in the United States District Court for the Northern District of Oklahoma
- I. [19-1249](#) Consideration, discussion and possible approval of and authorization to execute Resolution No. 1274, a Resolution of the City of Broken Arrow (CITY) declaring approximately 1.77 acres of land situated at 2200 W. Norfolk Dr., Broken Arrow, OK 74011, in the City of Broken Arrow, Tulsa County, State of Oklahoma, surplus and authorizing transfer to the Broken Arrow Economic Development Authority (BAEDA), an Oklahoma Public Trust of which the City of Broken Arrow is the sole beneficiary; and approving and authorizing the execution of certain documents necessary to accomplish the declaration of surplus and transfer of title, including a general warranty deed; and containing other provisions relating thereto

10. Preview Ordinances - NONE

11. Ordinances - NONE

12. Remarks and Inquiries by Governing Body Members

13. Remarks and updates by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials

14. Executive Session

Executive Session for the purpose of confidential communications between the City Council, the City Manager, the City Attorney and other pertinent staff members discussing and conferring on matters pertaining to:

Workers' Compensation Court Case, Glen Hash v. City of Broken Arrow, Case No. CM2018-05084F, CM2018-05085J and Cm2018-05083A; to include updating the City Council, potential resolution of the pending Workers' Compensation claim, and taking appropriate action in open session, including possible authorization to settle this litigation under 25 O.S. § 307(B)(4);

In the opinion of the City Attorney, the Council is advised that the Executive Session is necessary to process the pending claims, litigation and possible litigation in the public interest in accordance with State Statute. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.

15. Adjournment

NOTICE:

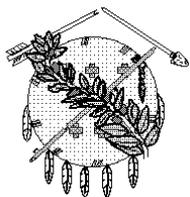
If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 5418 to make arrangements.

POSTED this _____ day of _____, _____, at _____
a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 19-1063, **Version:** 1

Broken Arrow City Council
Meeting of: 10/01/2019

Title:

Acknowledgement of upcoming out-of-state travel by City Council members

Background:

This item comes before the Council to advise of upcoming out-of-state travel by City Council members for November 2019:

City Summit is the National League of Cities' conference for local leaders to convene and collaborate on solutions to the common challenges facing America's cities. Each year, the conference is hosted in a different U.S. city, offering tangible and new best practices for government officials to improve the conditions in their home cities.

On November 19- 24, 2019, Mayor Craig Thurmond, Vice Mayor Scott Eudey, and Councilors Johnnie Parks, Debra Wimpee, and Christi Gillespie will travel to San Antonio, Texas to attend this conference. Also attending the conference are City Manager Michael Spurgeon, Community Relations Liaison Jennifer Swezey, and three Youth City Councilors.

Cost: \$8,100 (approximate)

Funding Source: General Government and City Manager operational budgets

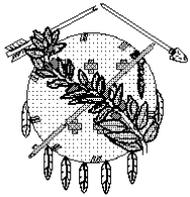
Requested By: Crickett Moore, Executive Assistant

Approved By: City Manager's Office

Attachments: None

Recommendation:

Acknowledge upcoming out-of-state travel by City Council members.



City of Broken Arrow

Request for Action

File #: 19-19, Version: 1

**Broken Arrow City Council
Meeting of: 10-01-2019**

Title:

Approval of the City Council Meeting Minutes of September 17, 2019

Background:

Minutes recorded for the City Council Meeting.

Cost:

\$343.52 Approx.

Funding Source:

City Clerk Operational Fund

Requested By:

Russell Gale, Assistant City Manager of Administration

Approved By:

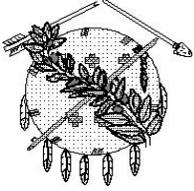
City Manager's Office

Attachments:

09-17-19 City Council Minutes

Recommendation:

Approve the minutes of September 17, 2019 for the City Council meeting.



City of Broken Arrow

**Minutes
City Council**

City Hall
220 S 1st Street
Broken Arrow OK
74012

*Mayor Craig Thurmond
Vice Mayor Scott Eudey
Council Member Johnnie Parks
Council Member Debra Wimpee
Council Member Christi Gillespie*

Tuesday, September 17, 2019

Time 6:30 p.m.

Council Chambers

1. Call to Order

Mayor Craig Thurmond called the meeting to order at approximately 6:30 p.m.

2. Invocation

Pastor Andrew Conley performed the invocation.

3. Roll Call

Present: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

4. Pledge of Allegiance to the Flag

The Webelos Pack 936 led the Pledge of Allegiance to the Flag.

5. Consideration of Consent Agenda

Mayor Thurmond indicated Item Z was to be removed from the Consent Agenda. He asked if there were any other items to be removed from the Consent Agenda. There were none.

MOTION: A motion was made by Scott Eudey, seconded by Johnnie Parks.

Move to approve the Consent Agenda less Item Z

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

- A. 19-18** Approval of the City Council Meeting Minutes of September 3, 2019
- B. 19-1144** Accept Planning Commission meeting minutes of August 22, 2019
- C. 19-1185** Approval of and authorization to execute Resolution No. 1266, a Resolution confirming the supplementation and publication of the City of Broken Arrow’s Code of Ordinances
- D. 19-1164** Approval of and authorization to execute a contract for professional services between the City of Broken Arrow and Family & Children’s Services (F&CS) to provide a Victim Response Program for the City of Broken Arrow in fiscal year 2019-2020
- E. 19-1119** Approval of and authorization to execute the Enterprise Agreement with Microsoft for Microsoft software, products, and licenses
- F. 19-1160** Approval of and authorization to accept a grant from the Oklahoma District Attorneys Council for the City of Broken Arrow (Victims of Crime Act Grant) to provide a Victim Response Program for the City of Broken Arrow in fiscal year 2019-2020 Broken Arrow City Council Meeting Agenda Page 1 9/17/2019
- G. 19-1146** Approval of and authorization to execute an Interlocal Cooperative Agreement between the Department of Capital Assets Management and the City of Broken Arrow and declare 264 hard drives surplus and authorize their disposal
- H. 19-1148** Approval of and authorization to execute a Renewal of Nuisance Abatement Property Structure Securing Agreement between the City of Broken Arrow and Momentum Services, LLC
- I. 19-1151** Approval and authorization to execute a parking space lease agreement between the City of Broken Arrow and Francis EVC, LLC for charging stations for electric vehicles
- J. 19-1149** Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Community Playhouse
- K. 19-1150** Approval of and authorization to execute a Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Volleyball Club for the use of Nienhuis Park Community Center
- L. 19-1096** Approval of and authorization to execute change order CO1 with Builder’s Unlimited, Inc. for the construction contract 181707; Public Safety Complex Renovation and Forensic Lab
- M. 19-1155** Ratification of executed change order CO1 with Cherokee Pride Construction for the construction contract 186023; Nienhuis Park Sand Volleyball Courts
- N. 19-1156** Ratification of executed change order CO1 with Grade Line Construction, LLC. for the construction contract ST1712; Old Town Streets - 1st Street from Dallas to College
- O. 19-1141** Award the most advantageous bid to Premier Truck Group for the purchase of one (1) dump truck for the Parks and Recreation Department
- P. 19-1135** Approval of and authorization to purchase Cisco Smartnet Maintenance Services from

- Chickasaw Telecom, Inc. pursuant to the Oklahoma Statewide Contract
- Q. 19-1142** Approval of and authorization to purchase one (1) rotary grounds mower from Kansas Golf and Turf, pursuant to the Sourcewell cooperative purchasing contract
- R. 19-1145** Approval of and authorization to purchase one (1) 3/4-ton crew cab pickup from Bill Knight Ford, pursuant to the Oklahoma Statewide Vehicle contract, for the Parks Department Broken Arrow City Council Meeting Agenda Page 2 9/17/2019
- S. 19-1157** Approval of and authorization to purchase one (1) ¾ Ton Crew cab pickup truck from Bill Knight Ford, pursuant to the Oklahoma Statewide vehicle contract, for the Police Department
- T. 19-1163** Approval of and authorization to purchase one (1) 2020 Ford F-150 Crew Cab Pickup from Bill Knight Ford, pursuant to the Oklahoma Statewide Vehicle Contract, for the Police Department
- U. 19-1158** Approval of and authorization to purchase three (3) Dodge Charger Police Pursuit Vehicles from Bob Howard Dodge, pursuant to the Oklahoma statewide Vehicle Contract, for the Police Department
- V. 19-1159** Approval of and authorization to purchase six (6) 2020 Durango Police Pursuit Vehicles from Bob Howard Dodge, pursuant to the Oklahoma Statewide Vehicle Contract, for the Police Department
- W. 19-1161** Approval of and authorization to purchase one (1) 2020 Chevrolet Traverse mid-sized Sport Utility Vehicle from Vance Chevrolet, pursuant to the Oklahoma Statewide Vehicle Contract, for the Police Department
- X. 19-1162** Approval of and authorization to purchase one (1) 2020 Chevrolet Silverado Crew Cab Pickup from Vance Chevrolet, pursuant to the Oklahoma Statewide Vehicle Contract, for the Police Department
- Y. 19-1122** Approval of PT19-110, Conditional Final Plat, Riverbrook Addition Block 1, Lots 1 and 2, 13.70 acres, 2 Lots, RM to PUD-290A/RM, one-half mile south of Jasper Street (131st Street), east of Aspen Avenue (145th E. Avenue)
- Z. 19-1095** Approval of PUD-243A (Planned Unit Development Major Amendment), Green Country Federal Credit Union, 0.83 acres, PUD-243/CH (Commercial Heavy), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane), south of Kenosha Street (71st Street)
- AA. 19-1102** Acceptance of a Sidewalk Easement from the K&S Commercial, LLC on a portion of unplatted property approximately one-quarter mile west of Elm Place (161st East Avenue), south of Tucson Street (121st Street), shown in Exhibits A.1 and A.2 (Section 3, T17N, R14E) (121 Elm Subdivision)
- AB. 19-1152** Approval of and authorization of Final Acceptance for the public improvements for Dunkin Donuts located at 1101 North Aspen Avenue
- AC. 19-1178** Approval of the nomination and reappointment of Carolyn Shafer to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2021
- AD. 19-1179** Approval of the nomination and reappointment of Craig Thurmond to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2021 Broken Arrow City Council Meeting Agenda Page 3 9/17/2019
- AE. 19-1180** Approval of the nomination and reappointment of Patsy Terry to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2021
- AF. 19-1176** Approval of the nomination and reappointment of Trevor Swanson to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2021
- AG. 19-1182** Approval of the nomination and reappointment of Vince Snelling to the Broken Arrow Convention and Visitors' Bureau (CVB) Board with a term expiring September 30, 2021
- AH. 18-1459** Ratification of the Claims list dated 09/13/2019

6. Consideration of Items Removed from Consent Agenda

Community Development Director Larry Curtis reported Item Z, PUD-243A, was a request for an amendment to PUD-243 which was adopted by City Council on December 1, 2015 with the Collision Works plat recorded in Tulsa on May 27, 2016. He stated Collision Works was built on the east lot of the plat. He indicated PUD-243A included modifications for parking, setbacks and landscaping requirements. He stated the applicant proposed to build a three story bank in this location, along with a coffee shop with a drive through. He explained this particular lot was a relatively small lot, and as such the applicant was requesting a reduction in the width of the landscaping requirements from ten feet to eight feet along Kenosha and from ten feet to four feet along 14th Street. He noted there was an increase in vegetation requirements associated with the reduction in landscaping width. He stated additional trees were required, as well as additional landscaping along the back side of the property and additional landscaping along 14th Street. He indicated there was a request for a reduction in parking for the bank; however, most residents utilized the bank drive through and did not park at the bank. He reported most materials would be masonry and glass, but a portion would be metal architectural paneling. He noted the PUD did not require a specific type of metal or percentage of metal material. He stated the Planning Commission made a recommendation for approval by a vote of five to zero.

Council Member Gillespie indicated she approved of the proposed project; however, this location was considered a “gateway” into Broken Arrow and she wished to ensure the landscaping was attractive. She asked if there was a way to incorporate a “Welcome to Broken Arrow” sign into the project. Mr. Curtis stated he reviewed the plat associated with this

property and there was an additional ten feet of Broken Arrow right-of-way (75 feet rather than 65 feet of right-of-way) which could be used for a “Welcome to Broken Arrow” sign.

Vice Mayor Eudey asked if he understood the landscaping width would be reduced, but the plantings would be increased to create a denser landscaping border. Mr. Curtis responded in the affirmative. He discussed the types of vegetation which would be used and noted there was a focus on trees where appropriate.

Council Member Gillespie stated she worried about setting a precedent by allowing this property to have decreased landscaping width. She stated she wished the area and landscaping to be consistently beautiful throughout the area. Mr. Curtis stated this property was extremely limited in size. He noted City Council could deny this PUD and await a different future project to be proposed; however, there were benefits of the proposed development which was unique and attractive.

Council Member Parks noted a PUD allowed developers to make adjustments and changes, but it also gave the City some input regarding what and how something was developed. He stated he did not feel you could require a developer to put a “Welcome to Broken Arrow” sign on private property, but it might be possible to negotiate in this direction. Mr. Curtis reported it was possible to require placement of a public sign on private property (this had been done before); however, for this particular property there was right-of-way available for City use. He stated the PUD could be adjusted to require a certain percentage of metal material usage and require the Downtown Residential Overlay District (DROD) guidelines be followed in regards to type of metal usage. He stated this would ensure consistency in the area.

Mayor Thurmond noted metal was the newer type of material being used in development and the metal would create a very contemporary look. Council Member Gillespie stated consistency was important.

City Manager Spurgeon reported at the October 1, 2019 Meeting the administration would present the Bond Package for year two, and there was approximately \$2 million dollars available for beautification and gateways on Highway 51. He recommended choosing a few areas for beautification: the Albany overpass, and the area in this project’s location. He reported the City would be working with Oklahoma Department of Transportation (ODOT) on improvements at Elm and Lynn Lane to address over capacity; therefore, improvements could not be made in these locations as of yet.

MOTION: A motion was made by Johnnie Parks, seconded by Debra Wimpee.

Move to approve Item Z

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

7. Public Hearings, Appeals, Presentations, Recognitions, Awards

A. 19-1002 Consideration, appointment of and swearing in of the new Youth City Council members for the 2019-2020 school year

Community Relations Liaison Jennifer Swezey reported the Broken Arrow Youth City Council was established by City Council on June 16, 2001 by former Mayor Wade McCaleb. She stated the Youth City Council represented an effort to link leaders of today with leaders of tomorrow. She noted Vice Mayor Scott Eudey and Councilor Johnnie Parks were proud to lead the Youth City Council for the 2019-2020 school year. She reported this would be the first class of sophomores to enter the program, committing to a three-year term. She noted juniors would be appointed for a two-year term and one new senior for one year of service. She indicated there were ten returning seniors for a total of 33 Youth Councilors this year. She stated this had been a great year for recruiting and there was an excellent mixture of schools represented. She noted this year new residency requirements were added, which allowed residents within the Broken Arrow fence line to apply, as well as any student eligible to attend Broken Arrow High School.

She reported the following new students were recommended for appointment:

Sophomores: Audrey Arant (OSIEL), Andrew Brown (BAHS/EC), Corbett Campbell (Classical Conversations), Ben Cloud (Epic Charter School), Grace Lee (BAHS), Graci Lutz (BAHS), Muhammad Saeed (Peace Academy), Jacob Shotton (BAHS/EC), Grant Spillman (BAHS), Faythe Story (Union);

Juniors: Chloe Arroyo (homeschool), Hannah Basinger (BAHS), Jason “Eljah” Brown (homeschool), Amy Campbell (BAHS), Kylie Hammack (Union), Analyse Jester (BAHS), Kelley McDonald (BAHS), Alexandria Moore (BAHS), Arturo Ochoa (BAHS), Dulce Reyes (Union), Braxton Tempest (Union), Shrea Tyagi (Union);

Senior: Sydney Chincon (BAHS).

Ms. Swezey invited the Youth City Council Members to come forward and take the Oath of Office. The Youth City Council Members came forward and were sworn in.

Vice Mayor Eudey noted the first Youth City Council Meeting was held just prior to today's City Council Meeting. He stated he was excited to see the interest in the Youth City Council program and he looked forward to working with the Youth City Council this year.

Council Member Parks commented it was great to see such a large group of Youth City Council Members. He noted it was important to conduct youth outreach and teach leadership skills to the youth of Broken Arrow. He noted many of the current Youth City Council Members were leaders in school and the community and the Youth City Council program would build upon these skills. He stated he was excited about this year's Youth City Council.

B. 19-1143 Consideration, discussion, and possible approval of and authorization to execute a Proclamation declaring October 24, 2019, as World Polio Day in Broken Arrow, Oklahoma

Vice Mayor Eudey reported the Rotary Club had a global network of 1.2 million members who adhered to the motto "Service Above Self" and inspired members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world. He stated he and Council Member Wimpee were honored to serve as members of the Rotary Club.

He reported in 1985, Rotary launched PolioPlus and in 1988 Rotary helped establish the Global Polio Eradication Initiative. He noted to date, Rotary contributed more than \$1.9 billion dollars and countless volunteer hours to protect more than 2.5 billion children in 122 countries. He stated Rotary was working to raise an additional \$50 million dollars per year that would go to provide much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents.

He stated Broken Arrow Rotary members joined with others throughout the Greater Tulsa area sponsoring service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad. He stated the Rotary International Proclamation proclaimed Thursday, October 24, 2019 as World Polio Day in Broken Arrow, Oklahoma.

He indicated the proclamation stated whereas polio cases dropped by 99.9% since 1998, and the World stood on the threshold of eradicating the disease, and whereas to date Rotary contributed more than \$1.9 million dollars and countless hours to protecting more than 2.5 billion children in 122 countries, and whereas these efforts provided much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents, and in addition Rotary played a major role in decisions by donor governments to contribute more than \$8 billion dollars to the effort, and whereas there were over 70 members in the Broken Arrow Rotary Club who joined with others throughout the Greater Tulsa area to sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment, now, therefore, the Mayor of the City of Broken Arrow did hereby proclaim October 24, 2019 World Polio Day in Broken Arrow.

MOTION: A motion was made by Debra Wimpee, seconded by Johnnie Parks.

Move to approve and authorize execution of a Proclamation declaring October 24, 2019, as World Polio Day in Broken Arrow, Oklahoma

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

Mayor Thurmond presented the Proclamation to the President of the Broken Arrow Rotary Club Ms. Janie Thomas Green.

8. Citizens' Opportunity to Address the Council on General Topics Related to City Business or Services (No action may be taken on matters under this item)

There were no Citizens who wished to address the Council on General Topics related to City Business or Services.

9. General Council Business

A. 19-1174 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1265, a Resolution authorizing the execution of a contract for sale of real estate for real property generally located at 1117 South Main Street, located in the Northwest Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma including structures and improvements; and authorizing the City of Broken Arrow's expenditure of the sum of \$400,000 plus closing costs to effect such purchase from M&L, Inc.; designating representatives of the City of Broken Arrow, Oklahoma for purposes of granting certain approvals and executing certain instruments as required under and in connection with said Contract for Real Estate for the Armed Forces Meeting Hall (191718)

Engineering Division Manager Roger Hughes reported this was an approval for purchase of

real property located at 1117 South Main Street for the Armed Forces Meeting Hall.

Mayor Thurmond stated it was excellent the City was moving forward with this; the Armed Forces were important to the City of Broken Arrow.

MOTION: A motion was made by Christi Gillespie, seconded by Debra Wimpee

Move to approve and authorize execution of Resolution No. 1265

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

City Manager Spurgeon reported, once acquired, the City would move forward with demolition. He stated he believed the Street and Stormwater Department would be able to help with demolition to reduce costs. He noted the City was working on architectural plans with the Veteran's groups and the Use Agreement in connection with the initiative. He stated he hoped construction would begin sometime around Labor Day 2020.

B. 19-1147 Consideration, discussion, and possible approval of and authorization to purchase three (3) AEV Ford F550 Type 1 Ambulances from Professional Ambulance Sales & Service, pursuant to the Houston-Galveston Area Council (HGACBuy) contract

Fire Chief Jeremy Moore reported the Fire Department budgeted \$250,000 dollars in Sales Tax Capital Improvement Funds to purchase three ambulances and to outfit the ambulances with needed equipment. He stated the ambulances would cost \$964,000 dollars and would be financed through competitive bidding. He reported the Fire Department was using the Houston Galveston Area Council, the same consortium which was used to purchase the aerial equipment last year, and as such the City would save approximately \$14,000 dollars. He stated the purchase of the ambulances allowed the Fire Department to conduct remounting of trucks in the future which would return ambulances to "like new" condition and save half the cost of ambulance replacement purchase in the future. He stated Staff recommended City Council approve the purchase of the three AEV ambulances pursuant to the HGAC Buy program from Professional Ambulance Service and Sales.

MOTION: A motion was made by Scott Eudey, seconded by Debra Wimpee.

Move to approve and authorize the purchase three (3) AEV Ford F550 Type 1 Ambulances from Professional Ambulance Sales & Service, pursuant to the Houston-Galveston Area Council (HGACBuy) contract

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

C. 19-1183 Consideration, discussion, and possible approval and authorization to execute Resolution No. 1262, a Resolution authorizing the City Attorney to enter into a Journal Entry of Judgment in the case of City of Broken Arrow, Oklahoma v. Mark F. Harper, et al., Tulsa County District Court Case No. CV-2019-614, regarding the condemnation of property located at the 13600 Block of South 177th East Avenue, Tulsa County, State of Oklahoma

City Attorney Trevor Dennis reported the City of Broken Arrow was expanding a sewer line and replacing a sewer line on over 2.5 acres and needed to acquire a temporary construction easement in this location. He stated the City filed suit, commissioners were appointed and came back at \$7,500 dollars which the defendant agreed to accept. He noted Resolution No. 1262 authorized entry of a Journal Entry of Judgment distributing the \$7,500 dollars for the temporary construction easement. He stated Staff recommended City Council approve Resolution No. 1262 and authorize its execution.

MOTION: A motion was made by Johnnie Parks, seconded by Debra Wimpee.

Move to approve Resolution No. 1262 and authorize its execution

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

10. Preview Ordinances

There were no Preview Ordinances.

11. Ordinances

A. 19-1181 Consideration, discussion and possible adoption of Ordinance No. 3603-Corrected, a Zoning Ordinance of the City of Broken Arrow Code of Ordinances, amending Chapter 5, Development Standards, adding Section 5.10, Light Pole Banners and Decorations, of the City of Broken Arrow Zoning Ordinance; specifically including rules and procedures for the City's acceptance of donation of decorative banners or other decorations designed to be placed on light poles, repealing all ordinances to the contrary and declaring an emergency

City Attorney Dennis reported City Council approved this Ordinance two weeks ago. He stated he had inadvertently left off the emergency clause. He explained Ordinance No. 3603-Corrected corrected this error so the Ordinance could take effect immediately. He stated Staff recommended City Council adopt Ordinance No. 3603-Corrected and approve the emergency

clause.

MOTION: A motion was made by Johnnie Parks, seconded by Scott Eudey.

Move to adopt the Ordinances No. 3603-Corrected

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

MOTION: A motion was made by Debra Wimpee, seconded by Christie Gillespie.

Move for the emergency clause

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

12. Remarks and Inquiries by Governing Body Members

Council Member Gillespie stated she had noted an increase in social media posting of Broken Arrow Governmental posts, local business posts, and local event posts which she felt was wonderful. She stated she appreciated seeing this enthusiasm regarding Broken Arrow and local Broken Arrow activities.

13. Remarks and Updates by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials

City Manager Spurgeon announced Mr. Mike Kyser was appointed as the Interim Director of Engineering and Construction. He stated Mr. Kyser had over 40 years of experience in the business. He noted Mr. Keiser served as City Engineer in a number of communities in the Tulsa region and had worked with the City of Broken Arrow on a number of projects in the past.

City Manager Spurgeon recognized the importance of the Police Communications Department. He congratulated Ms. Tricia Cook who had worked in the Communications Department since 2014 and was recently promoted to Third Shift Supervisor in the Communications Division. He thanked Ms. Cook for her efforts and service.

14. Executive Session

There was no Executive Session.

15. Adjournment

The meeting adjourned at approximately 7:04 p.m.

MOTION: A motion was made by Scott Eudey, seconded by Christi Gillespie.

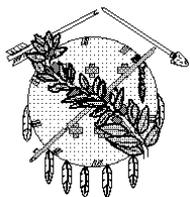
Move to adjourn

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

Mayor

City Clerk



City of Broken Arrow

Request for Action

File #: 19-1209, **Version:** 1

Broken Arrow City Council
Meeting of: 10-01-2019

Title:

Acceptance of Elm Place and New Orleans Advisory Committee meeting minutes of August 29, 2019

Background:

The minutes of the Elm Place and New Orleans Advisory Committee meeting held August 29, 2019 were approved by the Elm Place and New Orleans Advisory Committee on September 19, 2019.

Cost: \$0

Funding Source: None

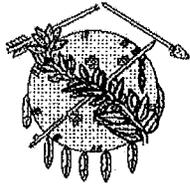
Requested By: Crickett Moore, Executive Assistant

Approved By: City Manager Office

Attachments: 190829 Elm Place and New Orleans Advisory Committee Minutes

Recommendation:

Accept minutes of Elm Place and New Orleans Advisory Committee meeting of August 29, 2019.



City of Broken Arrow
Minutes
Elm Place and New Orleans Advisory Committee

Chairperson Roy Wood
Vice Chair Chase Elkins
Member Tatum Adams
Member Jim Beavers
Member Fred Dorrell
Member Karla Dyess
Member Scott Eudey
Member Christi Gillespie
Member Danny Miller
Member Mindy Payne
Member James Ring
Member Lee Whelpley

Thursday, August 29, 2019

Time 6:00 p.m.

Broken Arrow Nazarene Church
401 W. New Orleans

1) Roll Call

City Manager Michael Spurgeon welcomed all present. He noted the meeting was being recorded and could possibly be televised at a later date. He discussed the Agenda.

Present: Tatum Adams, Jim Beavers, Chase Elkins, Scott Eudey, Christi Gillespie, Danny Miller, Mindy Payne, James Ring, Lee Whelpley, Roy Wood

Absent: Fred Dorrell, Karla Dyess

Support Staff: Kenny Schwab, Tammy Ewing, Norman Stephens, Larry Curtis, Farhad Daroga, Michael Spurgeon, Diana Reyes, Lisa Blackford, Curtis Green, Sandi Rosamond, Jason Claunch (Catalyst)

2) Introductions

City Manager Spurgeon discussed the importance of citizen involvement on committees. He stated he believed the best decisions were made when the governing body worked with the Community. He reported the Elm and New Orleans Advisory Committee had twelve members experienced in economic development and/or had served with the governmental body of Broken Arrow.

City Manager Spurgeon introduced himself and noted he had served as Broken Arrow City Manager for four years. He discussed his responsibilities and noted he was not a Committee Member, but would be present to support the Advisory Committee.

Assistant City Manager over Operations Kenny Schwab noted he reported directly to Mr. Spurgeon. He stated his purview included the General Obligation Bond program. He reported some funds for the Elm and New Orleans project would come from the General Obligation Bond program.

Assistant City Attorney Tammy Ewing stated she worked with the Community Development Department which included planning, permitting, and neighborhood engagement. She noted she worked with the Engineering and Construction Department, Planning Commission, and Board of Adjustments.

Economic Development Manager Norman Stephens noted he was tasked with recruiting retail to the New Orleans and Elm area.

Community Development Director Larry Curtis reported his division handled planning and development, and provided support to the Planning Commission and City Council when making zoning decisions. He stated his department handled permits, licensing, code enforcement, and building inspections.

Special Projects Manager Farhad Daroga stated he was excited about this Committee and this project. He noted he had been involved with development of Elm and New Orleans intersection since the early stages and looked forward to working with the Committee.

Mr. Danny Miller reported he was nominated by Council Member Parks to serve on the Committee. He stated he was a long time resident of Broken Arrow in the Elm and New Orleans area and he looked forward to this project moving forward.

Mr. Chase Elkins reported he was nominated by Council Member Gillespie. He stated he grew up in Broken Arrow one mile from this intersection and had watched the intersection go through many transitions.

Mr. Jim Beavers reported he represented the Economic Development Corporation which was part of the Chamber of Commerce. He stated he had lived in Broken Arrow for more than 40 years.

Ms. Diana Reyes stated she worked in the Broken Arrow City Clerk's Office.

Ms. Lisa Blackford stated she was the Deputy City Clerk.

Mr. Curtis Green stated he was a City Clerk and was present to provide support.

Ms. Sandi Rosamond stated she worked in the Broken Arrow City Clerk's Office and lived in the Elm and New Orleans area.

Dr. Roy Wood stated he was Dean of the Broken Arrow Campus of Northeastern State. He noted he was appointed by Vice Mayor Eudey and lived in Seven Oaks South, just east of Lynn Lane.

Mr. James Ring reported he was appointed by Vice Mayor Eudey. He stated he was a longtime resident of Broken Arrow and had 25 years of experience in retail.

Mr. Lee Whelpley stated he was appointed by City Manager Spurgeon. He noted he had served on the Planning Commission for 11 years and had served on the Board which helped create the Rose District.

Ms. Mindy Payne stated she was appointed by Mayor Thurmond and grew up in the Elm and New Orleans area. She noted she wished to improve the area for her children.

Ms. Tatum Adams reported she had lived in and out of Broken Arrow her entire life. She stated she recently returned to Broken Arrow, but had witnessed the development of other areas. She stated she remembered when this was a viable area and wanted to ensure this corridor was revitalized.

Ms. Christi Gillespie stated she was the newest City Council Member, had served on the City Council for four months and had lived in Broken Arrow on and off for 40 years.

Vice Mayor Scott Eudey reported he represented Ward 4, the Elm and New Orleans area. He noted he lived approximately one mile from the intersection. He stated he worked in downtown Broken Arrow and believed this intersection could be beautifully revitalized.

Mr. Jason Claunch stated he was President of Catalyst Commercial. He stated Catalyst had been working toward development of the Elm and New Orleans intersection for more than a year. He stated he believed this Committee was a powerful group. He stated he believed this initiative provided an excellent opportunity to create a new process to apply to the future of Broken Arrow and increase the Broken Arrow quality of life. He discussed how he would help facilitate the process. He challenged all present to think outside the box to create an extraordinarily special place.

City Manager Spurgeon reported there were two Committee Members not present: Fred Dorrell who represented the Planning Commission, and Associate Superintendent Karla Dyess. He discussed the reasons the City Council was not present in its entirety and the reasons minutes were kept. He stated he also lived in the Seven Oaks South area and this intersection was important to himself and his family.

3) Selection of Chairperson/Vice Chairperson

City Manager Spurgeon noted a decision would need to be made regarding the leadership roles of the Committee either tonight or at the next Committee Meeting.

Mr. Eudey stated he and Ms. Gillespie should not serve in leadership roles on the Committee. He nominated Dr. Roy Wood as Chairperson. He explained Dr. Wood had experience with the Chairperson role.

Ms. Gillespie nominated Chase Elkins. She stated Mr. Elkins was very knowledgeable about the City of Broken Arrow.

Mr. Spurgeon asked if there were any further nominations or discussion.

MOTION: A motion was made by Scott Eudey, seconded by Jim Beavers.

Move to nominate Roy Wood as Chairperson and Chase Elkins as Vice Chairperson

The motion carried by the following vote:

Aye:	8 -	Tatum Adams, Jim Beavers, Scott Eudey, Christi Gillespie, Danny Miller, Mindy Payne, James Ring, Lee Whelpley
Abstain:	2 -	Chase Elkins, Roy Wood

City Manager Spurgeon noted he would instruct Dr. Wood and Mr. Elkins in the duties of the Chair and Vice Chair positions.

4) Discussion of meeting dates and times

Chairperson Wood asked if Thursday evening was a good time for Committee Meetings. Committee Member Whelpley responded in the negative; the second and fourth Thursdays of the month the Planning Commission met; however, the first and third Thursday would be fine.

Committee Member Beaver asked how often the Committee would meet. City Manager Spurgeon responded he felt twice a month would be sufficient with a possible occasional subcommittee. Discussion ensued regarding possible meeting dates, 6 p.m. being a good time for the meetings, where the meetings would be held, what date meetings would begin, potential conflicts, and the ability to schedule meetings as desired.

MOTION: A motion was made by Lee Whelpley, seconded by Jim Beavers.

Move to meet on the first and third Thursday of the month at 6:00 p.m.

The motion carried by the following vote:

Aye: 10 - Tatum Adams, Jim Beavers, Chase Elkins, Scott Eudey, Christi Gillespie, Danny Miller, Mindy Payne, James Ring, Lee Whelpley, Roy Wood

MOTION: A motion was made by Scott Eudey, seconded by Jim Beavers.

Move to next meet on September 19, 2019

The motion carried by the following vote:

Aye: 10 - Tatum Adams, Jim Beavers, Chase Elkins, Scott Eudey, Christi Gillespie, Danny Miller, Mindy Payne, James Ring, Lee Whelpley, Roy Wood

5) Discussion about City Council expectations

City Manager Spurgeon explained the City Council had the same goal as the Committee to see the revitalization of this intersection as a viable corridor for retail, commercial and residential. He stated each Committee Member had a different perspective which was excellent. He stated City Council hoped the Committee would think big, review the Catalyst report, engage current business owners and property owners, conduct walking tours of the area, and generally do due diligence before coming to City Council with a recommendation. He discussed what the Committee could expect in terms of resources and information.

6) Catalyst report findings and recap

President of Catalyst Commercial Mr. Jason Claunch summarized what he would be reviewing and what would be contained within the Catalyst study. He recommended not getting caught up in the details, but agreeing on the big things first, then discussing the details.

Mr. Claunch explained there were three key components to making this plan successful: 1) City Vision/Committee Vision; 2) Ownership Goals; and 3) Market Opportunities. He explained success was found where these three components met.

Mr. Claunch reported Catalyst's goal was to create a virtuous cycle where any investment, public or private, stimulated new development, created new jobs, created high quality housing, and essentially created new revenue and value which could be reinvested in the district. He stated Catalyst reviewed the existing conditions: there was "retail leakage" to newer regional nodes, there was a lack of identity/experience, there was disconnect from adjacent neighborhoods, there was vacancy and underutilized parcels, and there was outdated development which lacked walkability and experience. He noted historically uses were created with buffers between neighborhoods; however, today uses were considered with transitions and housing topology could be used to transition between heavy commercial and residential. He stated there had been a substantial change in demographics in the area and the key was to understand the demographics and design a merchandizing strategy which would accommodate the changed demographics. He noted there was a lot of legacy ownership in this location and the strategy would need to present a value proposition which appealed to the owner in terms of reinvestment. He noted there was a lack of unified vision in this area.

Mr. Claunch reported Catalyst reviewed the zoning for this area; zoning impacted existing uses and potential uses. He stated Catalyst reviewed the topography, drainage, detention fields, utility infrastructure, roadway capacity, and parking counts. He noted Catalyst spent time in public engagement researching the desires of the public; residents wished to see a family oriented space with possible cultural experiences. He stated the existing facades needed updating. He stated there was plenty of existing infrastructures which could be reused and repurposed; however, there was also functional obsolescence which would need to be demolished and rebuilt. He noted the area needed an integrated mix of complementary uses, improved landscaping, updated parking lots, increased walkability, and improved lighting to improve security and create a better sense of place. He stated he believed the issue with Elm and New Orleans was not a market issue, it was a lack of vision issue and once the structural and functional issues were resolved and a unified vision was realized this would be an

excellent corridor. He stated to create interest and attract capital, adjacency predictability was needed. He explained as a business owner he would not choose to reinvest in his business if he knew his neighbor would not make any reinvestment. He stated Catalyst examined the possibility of a revised land use strategy which included suburban mixed use, which was a new term, with transitional residential (multifamily or luxury urban, town homes or slot homes) adjacent to existing commercial. He stated Catalyst researched appropriate uses within the commercial corridor, as well as lower density uses. He stated the plan Catalyst developed was designed to preserve the integrity, character, and quality of life for the existing neighborhood, as well as to revitalize the commercial corner. He stated there were institutional uses (medical and office) included in the plan, as well as places of assembly.

Chairperson Wood thanked President of Catalyst Commercial Mr. Claunch for his presentation. He asked if there were any questions.

Vice Chair Elkins thanked Mr. Claunch for his transparency and excellent communication. Mr. Claunch stated he would be more than happy to answer any questions of the Committee or the Public.

Citizen Ms. Osborn asked how Catalyst discovered the needs of the Public and what the Public expressed it wished to see in this location. Mr. Claunch reported there were two public meetings which were held regarding the Elm and New Orleans intersection. He explained each meeting had excellent attendance with hundreds of Citizens present. He noted Catalyst collected input from the Citizens during these meetings. He reported Catalyst also spent approximately 8 months soliciting input from the residents.

7) Discussion of the current landscape of corridor

Assistant to the City Manager Norm Stephens stated he believed the residents present had basically two questions: 1) "Why did you shut down my Hobby Lobby?" and 2) "Why did you shut down my Reasor's?" He reported the City of Broken Arrow had nothing to do with the closing and moving of Hobby Lobby; this was an internal corporate decision which the City had no power over. He explained Reasor's did approach the City indicating it intended to move from the location at Elm and New Orleans once the lease expired. He reviewed the conversations Broken Arrow held with Reasor's and the efforts the City made to accommodate Reasor's and encourage Reasor's to stay in the Elm and New Orleans area; however, Reasor's decided to close the Elm and New Orleans location as financially it was not feasible to remodel this location. He noted since the closing of Reasor's the City had been making efforts to bring Reasor's back to southwest Broken Arrow. He stated the Elm and New Orleans location would not be a quick overnight fix, but the area would be redeveloped and revitalized. He stated he believed the same type of transformation could happen at the Elm and New Orleans corridor as happened in the Rose District.

Placemaking Manager Farhad Daroga noted it would take time to revitalize this corridor. He reported Broken Arrow's successes, such as the Rose District, were the result of a master plan developed and approved for the area. He reported there were approximately 150 acres in the Elm and New Orleans study area, with a net commercial area of approximately 100 acres, and of that approximately 60% to 70% was parking. He explained this was a typical model used in the 1970's and 1980's. He reported approximately 70 acres was parking; the area only needed about 25 acres of parking. He stated this corridor was highly successful in the 1980's and 1990's. He explained this area was 40 years old, but had good infrastructure (water, sewer, street improvements, utilities, etc.) and excellent traffic. He noted the Committee

needed to consider the short term, mid-term and long term steps which were needed to revitalize this location. He stated the Rose District took several years to come to fruition.

City Manager Spurgeon stated the City had spoken with the business owners at Elm and New Orleans; all were excited about the prospect of revitalization and were willing to partner with the City in this effort. He noted some business owners were more excited than others and he hoped the Committee would engage with the business owners in an effort to incentivize and encourage business and property owners to reinvest in the properties. He explained this project would fail if the business and property owners were not willing to work with the City.

Committee Member Gillespie stated she contacted the business owners and felt there was a good momentum at the moment. She discussed the excitement of the business owners she had spoken with.

Director of Community Development Larry Curtis reported the old Hobby Lobby site had a church interested in developing this building. He noted a Planned Unit Development (PUD) was created to enable the church to develop the Hobby Lobby property. He stated through the PUD 40,000 square feet of the 64,000 square feet of the Hobby Lobby building would be developed as church, and the remaining 24,000 square feet would be developed commercially. He reported additionally City Council required the church to develop an out parcel commercial building along New Orleans. He noted he would email the intended façade of the church/commercial development to the Committee Members. He explained the City proceeded with the PUD to ensure the building façade was updated and the site was brought up to current Broken Arrow code, including landscaping and lighting. He reported there was a company interested in redeveloping the Reasor's building as a gymnasium/fitness facility with an indoor pool.

Committee Member Jim Beaver asked if there was a map which illustrated the businesses and locations. President of Catalyst Commercial Mr. Jason Claunch responded in the affirmative; he could provide maps which illustrated business locations, owners of properties, and existing uses. Discussion ensued regarding property ownership.

Placemaking Manager Mr. Daroga explained much of the Elm and New Orleans area was zoned and platted between 1978 and 1984. He stated at that time, Elm was a secondary arterial street and New Orleans was a primary arterial street, but was not developed as such until the mid 1980's. He explained this meant many of the utility easements and right-of-ways were not developed to today's standards; therefore, many of these would need adjustment and new easements/right-of-ways would need to be obtained. He reported there private covenants and private easements owned by individual out lots and individual landlords which could be problematic; however, he hoped to be able to work with the property owners, as the property owners should be able to see how the project would work for the benefit of the property owners. Committee Member Eudey concurred and noted private restrictive covenants could be changed; it was important to meet with the owners of the covenants in discussion.

Committee Member Whelpley commented before development of the Rose District only 22% of the downtown area collected sales tax. He reported in 2011 (pre-Rose District) the City collected approximately \$18,000 dollars in sales taxes from the downtown area, but in 2017 approximately \$439,000 dollars in sales taxes was collected in the Rose District. He stated

this project would take a long time, but would be well worth it. He noted when development of the Rose District first began the existing merchants highly disliked the Downtown Advisory Board; however, once development was complete the merchants loved the Downtown Advisory Board due to the success of the area.

Chairperson Wood stated other institutional organizations, such as churches and office spaces, brought in daytime traffic which helped sustain the retail spaces. Mr. Stephens concurred; both retail and institutional were important. Discussion ensued regarding walkability of the area, loss of the hospital in the area, loss of the commercial stores in the area, hospital space being marketed for office space, class A office space drawing daytime traffic, and retail having a “herd mentality.”

8) Update on 2018 GO Bonds designated for corridor

Assistant City Manager Kenny Schwab reported infrastructure had a broad definition and could include almost anything, for example street lights, buildings, parking lots, traffic signals, streets, sidewalks, retaining walls, trails, utilities, water, sewer, etc. He stated when conversation was held regarding infrastructure a differentiation between public infrastructure and private infrastructure was important. He explained anything within a public right-of-way was owned by the public and the City oversaw public infrastructure; public infrastructure was paid for with public funds. He noted public infrastructure included streets, sidewalks, traffic signals, medians, water lines, sewer lines, etc. He stated private infrastructure included the buildings, parking lots, lighting on private property, etc. He explained public funds could not be used for development of private property.

Mr. Schwab reported 75% of the Citizens of Broken Arrow voted to approve the 2018 Bond Program. He stated one of the key elements of the 2018 Bond Program was Proposition 1 – Transportation. He stated there were a few projects within Proposition 1 which were identified for the Elm and New Orleans corridor. He noted the projects (funded at \$2 million dollars) were flexible and could include sidewalks, trails, retaining walls, water lines, sewer lines, medians, streets, intersections, etc. He stated mill and overlay project funds were available, but could only be used for mill and overlay of the street. He reported Mr. Spurgeon identified an additional \$500,000 dollars for use from the Street Sales Tax Fund bringing the grand total for public street infrastructure to \$3.1 million dollars.

9) City staff presentation on Committee goals

Director of Community Development Larry Curtis commented Jason Claunch and Catalyst did an excellent job with the Study. He stated Staff hoped the Committee would be able to hone the Catalyst Study into a more specific document with established timelines. He stated the Comprehensive Plan, just adopted by City Council, identified the Elm and New Orleans area as a Special District. He stated it was important to Staff, moving forward, to be able to refer to this honed document as an example for development of other Special District areas. He stated himself and Mr. Daroga would be the Committee’s point of contact with Staff, coordinating work with other Departments within the City, such as Engineering and Construction or Stormwater. He recommended the Committee doing a walking tour of the area at the beginning of this process, as well as towards the end of the process. He noted the Committee could utilize a tactical urbanism concept in this area. He explained tactical urbanism was a low-cost, temporary change to the environment which showed residents the area’s potential.

Assistant City Attorney Tammy Ewing recommended against taking Public Comments at this Committee Meeting as the City had adopted guidelines for Public Comments which included specific sign up forms to assist in record keeping.

Committee Member Beaver asked if the City had the ability to ask the residents, through a vote, for additional funds for the Elm and New Orleans corridor. City Manager Spurgeon responded in the affirmative; the Vision 2025 Sales Tax was a perfect example of funding of specific projects and initiatives approved by the residents of Broken Arrow.

Committee Member Beaver asked if an ordinance could be used to specify what this area was required to use for façade materials. City Manager Spurgeon responded in the affirmative; he discussed the process of establishing these types of guidelines. Committee Member Whelpley noted this was done through the Downtown Residential Overlay District (DROD) in the Rose District. Mr. Curtis concurred; he discussed the DROD process and the benefit of establishing a DROD.

10) Establishment of Committee mission, goals, and processes

City Manager Spurgeon stated this was the open discussion portion of the meeting; an opportunity for the Committee to establish its mission, goals and processes.

Chairperson Wood stated he would like to table Item 10 until the next Meeting; however, he would like to hear from the Committee Members individually concerning development ideas for the area. He noted the Committee Member comments would be used as a jumping off point for the next meeting's discussions.

Committee Member Gillespie recommended communicating via email regarding missions, goals and processes in between meetings to ensure Committee Meetings were fruitful work meetings. She stated she felt streetscaping was incredibly important, making the corridor more walkable, and creating green space in the street medians.

Assistant City Attorney Ewing asked to include discussion and education by the Legal Department regarding the Open Meetings Act and Open Records Act in the next meeting's agenda. She stated the Committee needed to be very careful about violating the Meetings Act, and having discussions through email could be problematic. She asked the Committee Members not to interact too much with each other outside of the Meetings until this Item was discussed at the next meeting.

Director of Community Development Mr. Curtis recommended questions and comments be directed to Mr. Daroga; Mr. Daroga would answer questions and distribute the information to the entire Committee.

Committee Member Eudey agreed and encouraged the Committee to email thoughts about what the Committee's goals and missions should be to Mr. Daroga who would filter and distribute the information to the Committee and Staff in preparation of the next meeting. He stated no question was a stupid question. He encouraged all to ask questions freely. Mr. Curtis agreed and noted these emails would help guide Staff by providing much needed input. He noted if the Committee was communicative then Staff would be better able to serve the Committee moving forward.

Assistant City Attorney Tammy Ewing reminded the Committee all communications with public officials became public record and could be used in the court of law. Discussion ensued regarding subcommittees, a maximum five members on a subcommittee, and the need to have subcommittees formally appointed by the Committee.

Committee Member Beaver recommended a driving tour of the area prior to the next meeting.

City Manager Spurgeon recommended reviewing the proposed exterior façade of the new church and the overhead map illustrating the current ownership of the buildings (sent out via email) prior to the next meeting. Discussion ensued regarding touring the area individually or as a group. Chairperson Wood asked for a group walking tour to be scheduled during the next meeting, as well as legal training.

Mr. Stephens reported there was no individual who had more knowledge of the history of Broken Arrow than Mr. Farhad Daroga.

MOTION: A motion was made by Tatum Adams, seconded by Scott Eudey.

Move to move Item 10, Establishment of Committee mission, goals, and processes, to the next meeting

The motion carried by the following vote:

Aye: 10 - Tatum Adams, Jim Beavers, Chase Elkins, Scott Eudey, Christi Gillespie, Danny Miller, Mindy Payne, James Ring, Lee Whelpley, Roy Wood

Discussion ensued regarding the next Agenda, sending ideas and questions to Mr. Daroga, communications from Mr. Daroga being sent to all Committee Members for purposes of clarity, the importance of copying Mr. Larry Curtis in emails sent to Mr. Daroga, not using “reply all” when answering emails from Mr. Daroga and Mr. Curtis, and the importance of City Staff support in order for this endeavor to be successful.

11) Closing comments

City Manager Spurgeon noted that while this project would be a challenge, he felt it could also be fun. He stated this Committee had an opportunity to have a huge impact on the Community of Broken Arrow for decades to come. He stated it was important to be methodical, but expeditious with time. He indicated he hoped the Committee would be prepared to make a recommendation to City Council by Memorial Day 2020. He thanked all who attended.

Committee Member Eudey noted there was no rush; the Committee should take as long as it needed to prepare an excellent recommendation and develop this policy document. He noted it was a monumental task which would take time.

Vice Chair Elkins asked if it would be possible to request City Council to take certain action steps earlier in the process if the Committee felt it was needed. City Manager Spurgeon responded in the affirmative. He noted especially regarding the roads, if a recommendation was made to begin the roadwork the City could begin. He reported Elm and New Orleans was becoming one of the worst intersections in the City.

Committee Member Whelpley asked if the recommendation would go to the Planning Commission and then City Council, or straight to City Council. City Manager Spurgeon reported the recommendation would go straight to City Council. Discussion ensued

regarding the possible need to bring certain recommendations to the Planning Board and following proper procedure.

Vice Chair Elkins asked President of Catalyst Commercial Mr. Jason Claunch if he could provide examples of similar four corner developments, including successful and non-successful examples. Mr. Claunch responded in the affirmative. Discussion ensued regarding the importance of reviewing such examples and including this as an item at the next meeting.

MOTION: A motion was made by Tatum Adams, seconded by Christi Gillespie.
Move to discuss other revitalization efforts, successful and non-successful, at the next meeting

The motion carried by the following vote:

Aye: 10 - Tatum Adams, Jim Beavers, Chase Elkins, Scott Eudey, Christi Gillespie, Danny Miller, Mindy Payne, James Ring, Lee Whelpley, Roy Wood

Mr. Claunch stated he understood the Committee would be considering the strategic plan and mission statement as the next meeting approached. He recommended considering the core values and brand elements which would comprise the character of the neighborhood. He stated short term goals should be considered and tactical urbanism should be considered. He noted other items which were discussed today included infrastructure strategy, marketing, branding, activation (programming and recruitment), regulation and policy, zoning, and funding from both public and private sources. He stated the ultimate goal was to create a framework and a process, essentially a policy for future redevelopment in the City of Broken Arrow.

City Manager Spurgeon thanked Pastor Scott Moore for permitting the Committee to meet at the church.

12) Adjournment

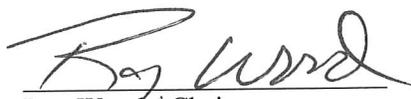
Chairperson Wood adjourned the meeting at approximately 8:14 p.m.

MOTION: A motion was made by Scott Eudey, seconded by Christi Gillespie.

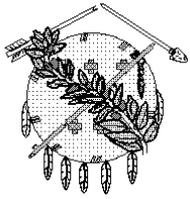
Move to adjourn

The motion carried by the following vote:

Aye: 10 - Tatum Adams, Jim Beavers, Chase Elkins, Scott Eudey, Christi Gillespie, Danny Miller, Mindy Payne, James Ring, Lee Whelpley, Roy Wood


Roy Woods, Chairperson


Lisa Blackford, Deputy City Clerk



City of Broken Arrow

Request for Action

File #: 19-1237, **Version:** 1

**Broken Arrow City Council
Meeting of: 10-01-2019**

Title:

Approval of and authorization to execute an Encroachment Agreement and Release of Liability between the City and Alfa Laval Incorporated for a sign to be built into city right-of-way located southwest of Lot 1, Block 1, Alfa Laval, Tulsa County, Oklahoma (Section 13, Township 18 North, Range 14 East)

Background:

Alfa Laval Inc. is requesting approval of an Encroachment Agreement and Release of Liability for a sign to be placed into the right-of-way on the northern boundary of Nashville Street.

Staff has reviewed all documents and attachments pertaining to this request and recommend acceptance of the Encroachment Agreement and Release of Liability.

Cost: \$0

Funding Source: None

Requested By: **Larry R. Curtis, Community Development Director**

Approved By: **City Manager's Office**

Attachments: Encroachment Agreement and Release of Liability
Exhibit A

Recommendation:

Approve and authorize the execution of the Encroachment Agreement and Release of Liability.

ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY

This Encroachment Agreement and Release of Liability for an encroachment on a Public Easement/Right-of-Way is entered into by and between the City of Broken Arrow, an Oklahoma municipality (City), and Alfa Laval Inc. (Owner).

The City owns public easements and/or rights-of-way across and upon Owners' property. Said property is more particularly described as:

A tract of land in the South Half (S/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Eighteen (18) North, Range Fourteen (14) East, City of Broken Arrow, Tulsa County, State of Oklahoma (see attached recorded plat), also known as 1201 S 9th Street and 1020-30 E Nashville Street, Broken Arrow, OK

Owner has requested the permission of the City to construct a direction sign, as described in the Plans attached hereto as Exhibit A, to allow traffic to be guided to the various locations on the property, which if allowed would encroach upon the City's right-of-way which is depicted on Plat #3502 attached hereto as Exhibit B.

The City has agreed to allow the Owner to erect and maintain the described signage upon a portion of said right-of-way located near the intersection of Lynn Lane and East Nashville Street, as depicted on Drawing for Sign 5 Placement attached hereto as Exhibit C, subject to the terms and conditions set forth in this Agreement.

The Owner shall not construct or permit additional encroachments upon the right-of-way and shall not alter, improve, replace or add to the encroachment permitted herein without the express written permission of the City, which may be withheld in its sole discretion.

The City reserves the right to require Owner to remove all encroachments from the applicable public right-of-way at any time in the event that the encroached upon right-of-way is required, in the sole judgment of the City, to be used for public purposes.

In consideration of the City's agreement to allow Owner to place the directional signage on the public right-of-way, Owner agrees, on behalf of itself, and its agents, devisees, successors, grantees, and assigns (collectively referred to as "Owner") to **waive any and all claims, causes of action, for damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages (including loss of use), or other losses or damages arising from the construction, repair, or**

maintenance of streets or utilities within the easements and right of ways, against the City of Broken Arrow, Oklahoma, its employees, officers, agents or assigns, which may arise out of or in connection with any aspect of the encroachment upon the above described right-of-way.

In consideration of the City's agreement to allow Owner to place the directional signage on the right-of-way, Owner also agrees to **indemnify, defend (at the City's option), and hold harmless** the City, its employees, officials, agents, representatives and volunteers **from and against any and all causes of action (whether groundless or not), losses, liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature** directly or indirectly arising out of or in connection with the encroachment upon the above described right-of-way.

In consideration of the City's agreement to allow Owner to place the directional signage on the right-of-way, Owner also agrees to **reimburse City for any direct or indirect costs or expenses** that the City may incur as a direct or indirect result of any encroachment upon the above-described property. The presence or absence of any insurance shall not be construed as a limitation on the duties or obligations of Owner under this Agreement.

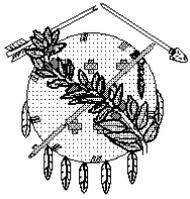
Owner shall obtain all required release agreements from applicable utility companies and shall comply with all local, state, and federal regulations and laws which may be applicable to Owner's encroachment upon the above easement/right-of-way.

OWNER UNDERSTANDS IT MAY INCUR PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS AND LIABILITIES AS A RESULT OF THIS AGREEMENT, AND OWNERS AGREE TO ACCEPT THESE RISKS AND LIABILITIES KNOWINGLY AND VOLUNTARILY.

Owner seeks this agreement with the City voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the City of Broken Arrow, Oklahoma will rely on this statement, that the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the City of Broken Arrow, Oklahoma, its citizens, employees, officers, agents, and assigns.

This Agreement may be recorded and is perpetual and runs with the land forever.

I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE SOUGHT AND OBTAINED ANY AND ALL LEGAL ADVICE I NEEDED OR MAY



City of Broken Arrow

Request for Action

File #: 19-1042, Version: 1

**Broken Arrow City Council
Meeting of: October 01, 2019**

Title:

Approval of and authorization to execute a Professional Consultant Agreement with Meshek & Associates, LLC, for providing engineering design services for culvert improvements on West Jasper Street located 400 feet east of Aspen Avenue (Project No. SW1911) and downstream channel improvements through Indian Springs Golf Course (Project No. SW1917)

Background:

This 2018 General Obligation Bond Stormwater project consists of drainage and channelization improvements in the vicinity of Indian Springs, near Jasper street (131st Street South) and Aspen Avenue (145th East Avenue), including upgrades to the culvert and conveyance system, including necessary engineering and design.

Cost: \$54,560.00

Funding Source: 2018 General Obligation Bond

Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager's Office

Attachments: Agreement for Professional Consulting Services

Recommendation:

Approve and authorize execution of a Professional Consultant Agreement with Meshek & Associates, LLC.

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. SW1911 & SW1917**

1.0 Professional Consulting Firm:

- 1.1 Name: Meshek & Associates, LLC
- 1.2 Telephone No.: 918-392-5620
- 1.3 Address: 1437 S. Boulder Ave., Suite 1550, Tulsa, OK 74119

2.0 Project Name/Location: Indian Springs Culvert & Channel Improvements

3.0 Statement of Purpose: This 2018 GO Bond Stormwater project consists of a culvert replacement located at approximately W. Jasper Street (131st Street South) between S. Shadowood Avenue and S. Peach Avenue (SW1911) and channel improvements through Indian Springs Golf Course (SW1917). The project shall also include civil design for the roadway, sanitary sewer, and waterline improvements as required by the culvert replacement.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$54,560.00
- 4.2 Agreement Time: 150 calendar days
- 4.3 Estimated Construction Cost: \$545,440.00

5.0 Contract Documents and Priority: The City of Broken Arrow (OWNER), represented by the City Manager, and the Professional Consulting firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 AGREEMENT with corresponding Attachments;
- 5.2 Duly authorized Amendments to the AGREEMENT;
- 5.3 AGREEMENT Summary;
- 5.4 Specific project written correspondence mutually recognized; and
- 5.5 Specific project verbal instructions mutually recognized.

6.0 Agreement Approved by the Owner on: _____

[The remainder of this page intentionally left blank]

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MESHEK & ASSOCIATES, LLC**

**FOR
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROJECT NO. SW1911 & SW1917**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Meshek & Associates, LLC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to finalize drainage design to Indian Springs Culvert & Channel Improvements (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
- 24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and
- 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- 24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.
- 24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Mr. Roger D. Hughes, P.E.
Engineering Division Manager

CONSULTANT: Meshek & Associates, LLC
1437 S. Boulder Avenue, Suite 1550
Tulsa, OK 74119
918-392-5620

Contact Name: Chris Duncan, PE, CFM
Associate Principal

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Meshek & Associates, LLC

By: Chris Duncan

Chris Duncan, Assoc. Principal, Member

Date: 9/13/19

(CORPORATE SEAL, IF APPLICABLE)

Attest:

City Clerk [Seal]

Date: _____

Attest:

Date: _____

Approved as to form:

[Signature] 9/17/19
Assistant City Attorney

VERIFICATION

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 13th day of September, 2019, personally appeared Chris Duncan, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Member) of Meshek & Associates, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

07-09-2022

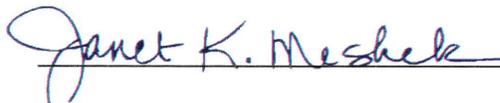
Tiffany Mendenhall
Notary Public



MESHEK & ASSOCIATES, LLC

CONSENT OF THE MEMBERS

The undersigned being all of the members of Meshek & Associates, LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution of all agreements, bid proposals, contracts, affidavits and related documents signed by any partner of Meshek & Associates. The following is a list of partners of Meshek & Associates: Janet Meshek, Brandon Claborn, Michael Couch, Chris Duncan and Ben Fletcher. All are authorized to make decisions and executions to legally bind Meshek & Associates, LLC to agreements. This consent form is dated the 25th day of July, 2019.



Janet K. Meshek, PE, CFM



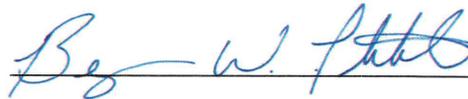
Chris Duncan, PE, CFM



Michael Couch, GISP, CFM



Brandon Claborn, PE, CFM



Ben Fletcher, PE, LSI

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MESHEK & ASSOCIATES, LLC
FOR
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROJECT NO. SW1911 & SW1917**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 1st day of October, 2019.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for culvert improvements along Jasper Street (SW1911) and channel improvements through Indian Springs Golf Course (SW1917). These documents shall include, but not be limited to, the following: construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$ 545,440.00 budgeted for this PROJECT that includes all professional consultant fees, right-of-way acquisition, utility relocation, and project construction monies. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: This 2018 GO Bond Stormwater project consists of a culvert replacement located at approximately W. Jasper Street (131st Street South) between S. Shadowood Avenue and S. Peach Avenue (SW1911) and channel improvements through Indian Springs Golf Course (SW1917). The project shall also include civil design for the roadway, sanitary sewer, and waterline improvements as required for the culvert replacement.

2.0 PROJECT SCOPE

CONSULTANT shall perform civil design to properly design the culvert replacement under W. Jasper St. which will include roadway improvements and utility relocations, as needed, along with channel improvements to minimize erosion concerns within Indian Springs Golf Course.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Roadway and Culvert Design
- Channel Improvements
- Public Utility Design and Relocations (as required)
- Legal Descriptions for proposed Right-of-Way

3.0 SCOPE OF SERVICES

- 3.1 SURVEY PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.1.1 Research and verify property ownerships and easements.
 - 3.1.2 Contact and locate each privately-owned utility.
 - 3.1.3 Perform survey documenting all driveways; visible utility appurtenance (water and gas valves, manholes, fire hydrants, etc.); sidewalk conditions, locations, and widths; significant pavement deterioration (cracks, potholes, depressions, swelling, etc.); and street material (typical sections, if known). Dye testing and confined space entry will be done as required.

- 3.2 PRELIMINARY DESIGN PHASE: Following the Survey, and upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.2.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan.
 - 3.2.3 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.
 - 3.2.4 Provide preliminary design for the PROJECT.
 - 3.2.5 Prepare preliminary construction plans for the PROJECT.
 - 3.2.6 Prepare preliminary construction cost estimate.
 - 3.2.7 Deliver three (3) hard copy drawings (11x17) and contract documents, and electronic PDF format.
 - 3.2.8 Attend one (1) review meeting with OWNER and project team.
 - 3.2.9 CONSULTANT shall conduct an internal QA/QC review prior to preliminary design plan submittal.

- 3.3 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.3.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.3.2 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.

- 3.3.3 Final Field Investigations.
 - 3.3.4 Final detailed design of process, components, structures, appurtenances.
 - 3.3.5 Incorporate comments from OWNER and private utilities and prepare final construction drawings. Drawings shall include, but not limited to:
 - Cover Sheet
 - Pay Quantities & Pay Item/General Notes
 - Roadway quantities
 - Culvert quantities
 - Waterline relocation quantities, if required
 - Sanitary sewer relocation quantities, if required
 - Typical Sections & Details
 - Storm Water Management Plan (SWP3)
 - Drainage Area Map
 - Right-of-Way Map
 - Survey Data Sheet
 - Erosion Control
 - Plan & Profiles
 - Cross Sections
 - 3.3.6 Submit proposed easements and/or permanent right-of-way to OWNER.
 - 3.3.7 Prepare legal descriptions and exhibits.
 - 3.3.8 Prepare contract documents and specifications for one (1) base bid.
 - 3.3.9 Prepare final construction cost estimate.
 - 3.3.10 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) ½ size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 or earlier version), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.
 - 3.3.11 Attend one (1) review meeting with OWNER and project team.
 - 3.3.12 CONSULTANT shall conduct an internal QA/QC review prior to preliminary design plan submittal.
- 3.4 CONSTRUCTION SERVICES PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.4.1 Assist in the preparation of bidding documents for the PROJECT.
 - 3.4.2 Attend pre-bid and pre-work meetings.
 - 3.4.3 Review bid and make recommendation.
 - 3.4.4. Provide responses to all Requests for Information and review submittals.

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MESHEK & ASSOCIATES, LLC
FOR
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROJECT NO. SW1911 & SW1917**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the 1st day of October, 2019.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets (AS REQUIRED):

- 1.1 Cover Sheet;
- 1.2 Pay Quantities & Pay Item/General Notes;
- 1.3 Typical Sections and Details;
- 1.4 Storm Water Management Plan (SWP3);
- 1.5 Drainage Area Map;
- 1.6 Right-of-Way;
- 1.7 Survey Data Sheet
- 1.8 Erosion Control
- 1.9 Plan & Profiles
- 1.10 Cross Sections

2.0 RIGHT-OF-WAY / EASEMENT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Right-of-Way/Easement Plans;
- 2.2 Individual Legal Description Documents for permanent and temporary construction easements;
- 2.3 Individual Easement Detailed Drawing with Existing Easements Shown
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report

3.0 DRAINAGE DESIGN DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 3.1 Hydrology and Hydraulic Calculations;
- 3.2 Storm Water Management Plan (SWP3)

3.2.1 Report;

- 3.2.2 USACOE prejurisdictional determination, pre-construction notification, and 404 Nationwide permit application will be included in the current contract;
- 3.2.3 Additional environmental services, if required by funding and/or the USACOE, will be a supplemental agreement negotiated as necessary;
- 3.2.4 Owner, Contractor and Engineer's Certifications;
- 3.2.5 Approved Grading/Erosion Control Construction Plans; and
- 3.2.6 Standard Erosion Control Details

4.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

4.1 Bid Documents:

- 4.1.1 Electronic bid proposal in format provided.
- 4.1.2 Written description of construction project.
- 4.1.3 Construction duration in calendar days.

4.2 Project Conditions:

- 4.2.1 Special Conditions.

4.3 Construction Specifications

5.0 RECORD DRAWINGS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

5.1 Drawings:

- 5.1.1 CAD files (AutoCAD Version 18 or earlier) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.
- 5.1.2 Adobe Acrobat (pdf) files of CAD drawings.

5.2 Design Manual:

- 5.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
- 5.2.2 Adobe Acrobat (pdf) file of Design Manual.

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**ATTACHMENT C
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MESHEK & ASSOCIATES, LLC
FOR
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROJECT NO. SW1911 & SW1917**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 1st day of October, 2019.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall provide access to public and private property when required in performance of CONSULTANT'S services;
- 1.5 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.6 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.7 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MESHEK & ASSOCIATES, LLC
FOR
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROJECT NO. SW1911 & SW1917**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 1st day of October, 2019.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Task 1. Survey Phase: The OWNER shall pay the CONSULTANT an amount of \$5,050.00 for the Culvert Survey and an amount of \$6,790.00 for the Channel Survey for a lump sum amount of \$11,840.00 for the completion of the Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2. Preliminary Design Phase: The OWNER shall pay the CONSULTANT an amount of \$11,640.00 for the Culvert Preliminary Design and an amount of \$14,420.00 for the Channel Preliminary Design for a lump sum amount of \$ 26,060.00 for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 3. Final Design Phase: The OWNER shall pay the CONSULTANT an amount of \$5,640.00 for the Culvert Final Design and an amount of \$6,820.00 for the Channel Final Design for a lump sum amount of \$12,460.00 for the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 4. Construction Services: The OWNER shall pay the CONSULTANT an amount of \$1,890.00 for the Culvert Construction Services and an amount of \$2,310.00 for the Channel Construction Services for a lump sum amount of \$4,200.00 for the completion of the Construction Services Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.5 For the work under this Contract, the total maximum billing by the CONSULTANT shall be \$54,560.00, which amount shall not be exceeded without further authorization by the OWNER.

1. Survey Phase	Compensation
Culvert Survey	\$5,050.00
Channel Survey	\$6,790.00
Survey Subtotal	\$11,840.00
2. Preliminary Design Phase	
Culvert Preliminary Design	\$11,640.00
Channel Preliminary Design	\$14,420.00
Preliminary Design Phase Subtotal	\$26,060.00
3. Final Design Phase	
Culvert Final Design	\$5,640.00
Channel Final Design	\$6,820.00
Final Design Phase Subtotal	\$12,460.00
4. Construction Services Phase	
Culvert Construction Services	\$1,890.00
Channel Construction Services	\$2,310.00
Construction Services Phase Subtotal	\$4,200.00
Total Agreement Amount	\$54,560.00

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2019.

Professional Services

Project Principal II	\$	240/hour
Project Principal I	\$	210/hour
Project Manager	\$	125/hour
Project Engineer	\$	115/hour
Engineer Intern	\$	105/hour
Engineering Technician	\$	70/hour
Design CAD Technician	\$	95/hour
Grant Project Manager	\$	120/hour
Planner II	\$	120/hour
Planner I	\$	95/hour
ROW Project Manager	\$	160/hour
Acquisition/Relocation Agent II	\$	125/hour
Acquisition/Relocation Agent I	\$	115/hour
Real Estate Trainee	\$	90/hour
LiDAR Survey Manager	\$	150/hour
LiDAR Survey Crew	\$	250/hour
LiDAR Data Specialist	\$	125/hour
3 Man Survey Crew	\$	200/hour
2 Man Survey Crew	\$	175/hour
Survey Manager	\$	130/hour
Survey Crew Chief II	\$	125/hour
Survey Crew Chief I	\$	85/hour
Survey Crew Technician	\$	70/hour
Survey CAD Technician	\$	90/hour
GIS Project Principal	\$	175/hour
GIS Project Manager	\$	130/hour
GIS Specialist II	\$	130/hour
GIS Specialist I	\$	105/hour
GIS Analyst	\$	90/hour
GIS Technician	\$	65/hour
GPS Field Technician	\$	60/hour
Contract Administrator	\$	130/hour
Clerical	\$	70/hour

3.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

4.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MESHEK & ASSOCIATES, LLC
FOR
INDIAN SPRINGS CULVERT & CHANNEL IMPROVEMENTS
PROJECT NO. SW1911 & SW1917**

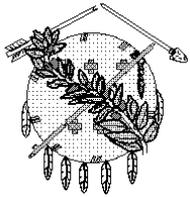
PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 1st day of October, 2019. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule (EXHIBIT 1 – PROJECT SCHEDULE), utilizing the phases and durations provided below.

- | | |
|--|----------------|
| 1.0 SURVEY PHASE: | 15 Days |
| 1.1 Conduct Topographical Surveying: (15 days) | |
| 2.0 PRELIMINARY DESIGN PHASE: | 75 Days |
| 2.1 Prepare & Submit Preliminary (60%) plans and
Cost Estimate for City Review: (65 days) | |
| 2.4 Owner Review: (10 days) | |
| 3.0 FINAL DESIGN PHASE: | 60 Days |
| 3.1 Prepare & Submit final (90%) plans and
Cost Estimate for City Review: (30 days) | |
| 3.2 Owner review: (10 days) | |
| 3.3 Prepare & Submit bid documents (100% plans and
specifications): (20 days) | |
| 4.0 CONSTRUCTION SERVICES PHASE: | TBD |

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PROJECT SCHEDULE						
Indian Springs Culvert & Channel Improvements						
	M1	M2	M3	M4	M5	M6
1.0 Survey Phase	█					
2.0 Preliminary Design Phase		█	█			
3.0 Final Design Phase				█	█	
4.0 Construction Services Phase						



City of Broken Arrow

Request for Action

File #: 19-1041, **Version:** 1

Broken Arrow City Council
Meeting of: October 1, 2019

Title:

Approval of and authorization to execute a Professional Services Agreement with Cowan Group Engineering, LLC, for design of Stone Ridge Towne Center Drainage Improvements Packages “B”, “C”, and “D” (Project No. SW1910)

Background:

The 2018 General Obligation Bond Stormwater package included a project consisting of drainage improvements in the vicinity of Stone Ridge Towne Center located at the northeast corner of Albany Street (61st Street South) and Elm Place ((161st East Avenue). Engineering & Construction Department staff negotiated an agreement with Cowan Group Engineering, LLC for providing engineering services to complete the Stone Ridge Towne Center Drainage Improvements project.

The project includes completion of final design plans for Packages “B”, ”C”, and “D” which consist of culvert upgrades beneath the Broken Arrow Expressway (SH-51) and Southwest Expressway Boulevard. The project also includes services for the following: identification of easement needs, preparation of easement documents, assistance during acquisition, identification of utility relocation needs, preparation of construction cost estimates, and the coordination of utility relocations.

Cost: \$79,750.00

Funding Source: 2018 General Obligation Bond

Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager’s Office

Attachments: Agreement for Professional Consulting Services

Recommendation:

Approve and authorize execution of Professional Services Agreement with Cowan Group Engineering, LLC, for design of Stone Ridge Towne Center Drainage Improvements Packages “B”, ”C”, and “D” (Project No. SW1910).

**AGREEMENT SUMMARY
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
STONE RIDGE TOWNE CENTER DRAINAGE IMPROVEMENTS
PACKAGES "B", "C", AND "D"
PROJECT NO. SW1910**

1.0 Professional Consulting Firm:

- 1.1 Name: Cowan Group Engineering, LLC.
- 1.2 Telephone No.: 918-949-6171
- 1.3 Address: 5416 S. Yale Ave., Suite 210, Tulsa, OK 74135

2.0 Project Name/Location: Stone Ridge Towne Center Drainage Improvements Packages "B", "C" & "D" located at Albany Street and Broken Arrow Expressway

3.0 Statement of Purpose: This 2018 GO Bond Stormwater project consists of drainage improvements in the vicinity of Stone Ridge Towne Center located at Albany Street (61st Street South) and the Broken Arrow Expressway (State Highway 51). The project includes completion of construction plans for design packages "B", "C", and "D". Design package "B" provides for a new detention pond north of Albany Street including the inlet and outlet structures and upgrades to culvert under Albany Street. Design package "C" provides for a new detention pond north of the Broken Arrow Expressway and south of Albany Street including the inlet and outlet structures and additional culvert crossings beneath the Broken Arrow Expressway. Design package D provides for a culvert upgrade for Southwest Expressway Boulevard and drainage channel improvements. The project shall also include services for the following: identification of right-of-way/easement needs, preparation of right-of-way/easement documents, assistance during acquisition, identification of utility relocations needs, construction cost estimates, and coordination of utility relocations.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$79,750.00
- 4.2 Agreement Time: 180 calendar days
- 4.3 Estimated Construction Cost: \$2,405,975.00

5.0 Contract Documents and Priority: The City of Broken Arrow (OWNER), represented by the City Manager, and the Professional Consulting firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 AGREEMENT with corresponding Attachments;
- 5.2 Duly authorized Amendments to the AGREEMENT;
- 5.3 AGREEMENT Summary;
- 5.4 Specific project written correspondence mutually recognized; and
- 5.5 Specific project verbal instructions mutually recognized.

6.0 Agreement Approved by the Owner on: _____

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**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
STONE RIDGE TOWNE CENTER DRAINAGE IMPROVEMENTS
PACKAGES "B", "C", AND "D"
PROJECT NO. SW1910**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Cowan Group Engineering, LLC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to finalize drainage design to Stone Ridge Towne Center Drainage Improvements Packages "B", "C", and "D" (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the 10/01/2019.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

ARTICLE 4 - ORGANIZATION OF SUBMITAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment D, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment C, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and

24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly

or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 24.1 above. IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

ARTICLE 25 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Mr. Roger D. Hughes, P.E.
Engineering Division Manager

CONSULTANT: Cowan Group Engineering, LLC
5416 South Yale Avenue, Suite 210
Tulsa, OK 74135
(918) 949-6171

Contact Name: Ryan Mahaffey, P.E.
Project Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

(The remainder of this page intentionally left blank)

OWNER:

City of Broken Arrow, a Municipal Corporation

CONSULTANT:

Cowan Group Engineering, LLC

Approved as to form:

By *L. Spurgeon* 9/13/19
Assistant City Attorney

By *Jeff Cowan*
Jeff Cowan, Managing Member
Date 9/6/19

By _____
Michael L. Spurgeon, City Manager

(CORPORATE SEAL) If applicable

Date _____

Attest:

By _____
Curtis Green, City Clerk

Date _____

Attest:

By *Lisa Schmitz*
Lisa Schmitz, Office Coordinator

Date 9/6/2019

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 6th day of September, 2019, personally appeared Jeff Cowan, known to be to be the Managing Member of Cowan Group Engineering, LLC, and 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 uses and purposes therein set forth.

My Commission Expires:

04/04/2021
Lisa Schmitz
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
STONE RIDGE TOWNE CENTER DRAINAGE IMPROVEMENTS
PACKAGES "B", "C", AND "D"
PROJECT NO. SW1910**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 1st day of October, 2019.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to Stone Ridge Towne Center Drainage Improvements, Packages "B", "C" and "D". These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$ 3,000,000.00 budgeted for this PROJECT that includes all professional consultant fees, right-of-way acquisition, utility relocation, and project construction monies. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: This 2018 GO Bond Stormwater project consists of drainage improvements in the vicinity of Stone Ridge Towne Center located at Albany Street (61st Street South) and the Broken Arrow Expressway (State Highway 51). The project includes completion of construction plans for design packages "B", "C", and "D". Design package "B" provides for a new detention pond north of Albany Street including the inlet and outlet structures and upgrades to culvert under Albany Street. Design package "C" provides for a new detention pond north of the Broken Arrow Expressway and south of Albany Street including the inlet and outlet structures and additional culvert crossings beneath the Broken Arrow Expressway. Design package D provides for a culvert upgrade for Southwest Expressway Boulevard and drainage channel improvements. The project shall also include services for the following: identification of right-of-way/easement needs, preparation of right-of-way/easement documents, assistance during acquisition, identification of utility relocations needs, construction cost estimates, and coordination of utility relocations.

2.0 PROJECT SCOPE

CONSULTANT shall perform civil design to properly design the detention ponds, conduit pipes under the Broken Arrow Expressway, and the culvert upgrades on Southwest Boulevard. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Geometric, Site Grading, Drainage, Structural, and Miscellaneous Design
- Public Utility Design and Relocations (as required)
- Private Utility Relocation Services and Coordination
- Right-of-Way Documents Preparation & Staking
- Governmental Agency Coordination

3.0 SCOPE OF SERVICES

3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.

3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan.

3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.

3.1.4 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.

3.2 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Coordinate and facilitate initial review meeting with Cowan Group Engineering (CGE) and COBA staff about entire project site drainage calculations, assumptions, and conclusions.

3.2.2 Research and verify property ownerships and easements.

3.2.3 Obtain additional survey of changed conditions including new utilities, buildings, drainage structures, roadways, sidewalks, driveways, fences, and any other items within the area of the project. it is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.

3.2.4 Recover and /or reset and identify four (4) bench marks relative to NAVD 88 for vertical control.

- 3.2.5 Contact and locate each privately-owned utility.
 - 3.2.6 Obtain geotechnical information at 2 boring sites for the culvert crossing the Broken Arrow Expressway.
 - 3.2.6 Coordinate underground piping locations and provide detailed drawing for each pipe to include, but not limited to depth, size, type, and surveyed location of findings.
 - 3.2.7 Review and verify drainage calculations, drainage area map, and proposed improvements.
 - 3.2.8 Prepare preliminary quantity and construction cost estimate.
 - 3.2.9 Deliver three (3) hard copy drawings (11x17) and contract documents, and electronic PDF format.
 - 3.2.10 Coordinate and distribute applicable drawings to private utilities.
 - 3.2.11 Coordinate and attend stakeholder meetings to include, but not limited to Oklahoma Department of Transportation (ODOT).
 - 3.2.12 Attend one (1) review meeting with OWNER and project team.
- 3.3 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.3.1 Concur an incorporate OWNER comments from Preliminary Design Phase.
 - 3.3.2 Complete detailed construction drawings including, but not limited to, grading, drainage, and surfacing.
 - 3.3.3 Right-of-way and easement plan shall be minimized. The construction drawings shall indicate the proposed right-of-way and easement plan, as required, and submitted to OWNER.
 - 3.3.4 Analyze locations of existing private utilities and note areas of conflict.
 - 3.3.5 Contact private utility companies and provide plans, list specific conflicts.
 - 3.3.6 Coordinate and organize a meeting(s) with private utilities to address relocations.
 - 3.3.7 Incorporate comments from OWNER and private utilities and prepare final construction drawings. Drawings shall include, but not limited to:
 - Title Sheet
 - Pay Quantities & Pay Item/General Notes
 - Typical Section(s)
 - Quantity & Miscellaneous Summaries
 - Storm Water Management Plan (SWP3)
 - Project Drainage Area Map
 - Right-of-Way/Easement Map & Data (as required)
 - Plan & Profiles
 - Detention Facilities Plan & Details
 - Survey Data Sheet
 - Erosion Control
 - Construction Sequence & Traffic Sheets
 - Standard & Special Details
 - 3.3.8 Submit proposed easements and/or permanent right-of-way to OWNER.
 - 3.3.9 Prepare legal descriptions and exhibits. Provide for right-of-way/easement staking (one time only per parcel).

- 3.3.10 Prepare OKR10 and Notice of Intent along with an erosion control plan.
 - 3.3.11 Prepare contract documents and specifications for one (1) base bid and one alternate bid.
 - 3.3.12 Prepare final quantities and construction cost estimate.
 - 3.3.13 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) ½ size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 or earlier version), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.
 - 3.3.14 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).
 - 3.3.15 Attend one (1) review meeting with OWNER and project team.
 - 3.3.16 Incorporate comments into Bidding documents.
- 3.4 ASSISTANCE DURING BIDDING PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.4.1 Provide the Owner services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, specifications, written project description and electronic bid proposal).
 - 3.4.2 Attend and conduct a pre-bid conference as required by Owner.
 - 3.4.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.
 - 3.4.4 Assist in preparing addenda and addenda plan sheets as required.
- 3.5 PROJECT CLOSE-OUT PHASE:
Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.5.1 Incorporate changes into the drawings and produce Record Drawings.
 - 3.5.2 Submit record drawings on electronic media (AutoCAD 2018 or earlier version and pdf).
 - 3.5.3 Submit any revisions to the Design Manual caused by construction changes.
- 3.6 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):
Construction Assistance is considered an additional service not included in the Scope of Services and will be negotiated with the Consultant as necessary.

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
STONE RIDGE TOWNE CENTER DRAINAGE IMPROVEMENTS
PACKAGES "B", "C", AND "D"
PROJECT NO. SW1910**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the 1st day of October, 2019.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets (AS REQUIRED):

- 1.1 Title Sheet;
- 1.2 Pay Quantities & Pay Item/General Notes;
- 1.3 Typical Section(s);
- 1.4 Quantity & Miscellaneous Summaries;
- 1.5 Storm Water Management Plan (SWP3);
- 1.6 Project Drainage Area Map;
- 1.7 Right-of-Way/Easement Map & Data;
- 1.9 Plan & Profiles
- 1.10 Detention Facilities Plan & Details
- 1.11 Survey Data Sheet
- 1.12 Erosion Control Sheet
- 1.13 Construction Sequencing & Traffic Sheets; and
- 1.14 Standard & Special Details.

2.0 RIGHT-OF-WAY / EASEMENT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Right-of-Way/Easement Plans;
- 2.2 Individual Legal Description Documents for permanent and temporary construction easements;
- 2.3 Individual Easement Detailed Drawing with Existing Easements Shown
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report; and;
- 2.7 Provide easement and temporary construction easement staking as required for acquisition purposes (assumed one staking per parcel required, **assumed two (2) parcels**, at agreed upon unit price \$200.00 per parcel).

3.0 DRAINAGE DESIGN DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 3.1 Hydrology and Hydraulic Calculations;
- 3.2 Overall Project Drainage Map;
- 3.3 Drainage Summary Tables;
- 3.4 Storm Water Management Plan (SWP3)
 - 3.4.1 Report;
 - 3.4.2 Environmental Clearances, if required by funding and/or the USACOE will be a supplemental agreement negotiated as necessary;
 - 3.4.3 Owner, Contractor and Engineer's Certifications;
 - 3.4.4 Approved Grading/Erosion Control Construction Plans; and
 - 3.4.5 Standard Erosion Control Details

5.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 5.1 Bid Documents:
 - 5.1.1 Electronic bid proposal in format provided.
 - 5.1.2 Written description of construction project.
 - 5.1.3 Construction duration in calendar days.

- 5.2 Project Conditions:
 - 5.2.1 Special Conditions.

5.3 Construction Specifications

6.0 RECORD DRAWINGS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 6.1 Drawings:
 - 6.1.1 CAD files (AutoCAD Version 18 or earlier) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.
 - 6.1.2 Adobe Acrobat (pdf) files of CAD drawings.
- 6.2 Design Manual:
 - 6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
 - 6.2.2 Adobe Acrobat (pdf) file of Design Manual.

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**ATTACHMENT C
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
STONE RIDGE TOWNE CENTER DRAINAGE IMPROVEMENTS
PACKAGES "B", "C", AND "D"
PROJECT NO. SW1910**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 1st day of October, 2019.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
STONE RIDGE TOWNE CENTER DRAINAGE IMPROVEMENTS
PACKAGES "B", "C", AND "D"
PROJECT NO. SW1910**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 1st day of October, 2019.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Task 1. Preliminary Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 11,100.00 for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 1.1. Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 7,450.00 (pricing includes one-time staking of an assumed two (2) parcels priced at \$200.00 per parcel) for the completion of the Land Survey, a component of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 2. Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 56,575.00 for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 3. Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 1,600.00 for the Assistance During Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Task 4. Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 3,025.00 for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.6 Task 5. Construction Assistance Phase Payment (Additional Services):
The OWNER may negotiate with CONSULTANT for providing Construction Assistance as additional services beyond original design agreement.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2019.

Professional Services

Principal Engineer	\$ 226.00
Associate	\$ 180.00
Client Manager	\$ 173.00
Project Manager	\$ 165.00
Project Engineer III	\$ 156.00
Project Engineer II	\$ 147.00
Project Engineer I	\$ 137.00
Engineer Level II	\$ 123.00
Engineer Level I	\$ 113.00
Engineering Technician II	\$ 107.00
Engineering Technician I	\$ 98.00
CAD Technician	\$ 89.00
Survey Technician I	\$ 69.00
Survey Manager	\$ 142.00
Survey Crew	\$ 176.00
Survey Crew Scanner	\$ 270.00
Construction Services Administrator	\$ 132.00
Resident Project Representative II	\$ 104.00
Resident Project Representative I	\$ 97.00
Administrative	\$ 100.00
Clerical	\$ 71.00
Intern	\$ 48.00

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
STONE RIDGE TOWNE CENTER DRAINAGE IMPROVEMENTS
PACKAGES "B", "C", AND "D"
PROJECT NO. SW1910**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 1st day of October, 2019. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule, utilizing the phases and durations provided below.

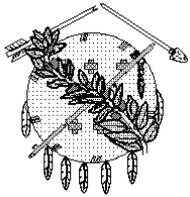
1.0 PRELIMINARY DESIGN PHASE: 60 Days

- 1.1 Notice to Proceed: (5 Days)
- 1.2 Conduct Topographical Surveying: (15 days)
- 1.3 Submit Land Survey & Easements: (10 days)
- 1.4 Review, Prepare, and Submit Preliminary Plans: (20 days)
- 1.5 Owner Review: (5 days)

2.0 FINAL DESIGN PHASE: 120 Days

- 5.1 Notice to Proceed: (5 days)
- 5.2 Finalize utility relocation plans: (15 days)
- 5.3 Prepare & Submit final (90%) plans and Specifications for City Review: (60 days)
- 5.4 Prepare final cost estimate: (5 days)
- 5.5 Prepare Design Report: (20 days)
- 5.6 Owner review: (5 days)
- 5.7 Prepare & Submit bid documents (100% plans and specifications): (10 days)

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City of Broken Arrow

Request for Action

File #: 19-1216, **Version:** 1

Broken Arrow City Council
Meeting of: 10-01-2019

Title:

Approval of and authorization to execute a Promotional License on City Property allowing the Rotary Club of Broken Arrow to host the 2019 Cool Grilles Event

Background:

This year's event is schedule to take place in the heart of the Rose District. The event will open to the public at 10:00 a.m. Saturday, October 12th, 2019 and will close at 6:00 p.m.

This year the Rotary Club of Broken Arrow will have craft vendors, food trucks, music and most of all - Cars! The event will take place on Main Street from the south side of College to the north side of Ft. Worth Street, including side roads to the alleys or drives (see attached map). Road closure will begin at 7:00 a.m. and roads will be closed until 8:00 p.m.

A new addition to the event this year is a Joy in the Cause fun run which will take place within the closed area of the event from 10:30 a.m. to 11:30 a.m. Joy in the Cause was created through the lessons that Lisa Bain learned from her mother. Joy in the Cause serves individuals and families facing life altering situations, one package of care at a time.

We are requesting review and approval of the Promotional License Agreement on City Property. Costs estimated for police officers and barricades for this event are not anticipated to exceed \$4,000 which will be paid by Rotary Club of Broken Arrow.

Cost: \$0

Funding Source: General Fund

Requested By: Matthew Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: Promotional License
Appendix A
Exhibit A -Map

Recommendation:

Approve and authorize execution of the Promotional License on City Property

PROMOTIONAL LICENSE ON CITY PROPERTY

1. The City of Broken Arrow (CITY) hereby enters into this agreement with Rotary Club of Broken Arrow (BAR). The CITY hereby grants the license to BAR for the exclusive use of Main Street between Commercial Street and Ft. Worth Street and the Rose District Plaza beginning at 6:00 a.m. on Saturday, October 12th, 2019, for the purpose of setup, and event activities of the Cool Grilles. The event may run on Saturday, October 12th, between the hours of 10:00 a.m. and 4:00 p.m. The Joy in the Cause run will take place as part of the activities planned from 10:30 a.m. to 11:30 a.m.
2. BAR may select at their discretion and expense, such promotional facilities and displays as it deems desirable, including, but not limited to, fairs, artistic displays, and other facilities as needed for recreational, artistic, or cultural displays. Permits, if required, shall be the responsibility of BAR to obtain from appropriate CITY offices. BAR may select or limit the vendors who are permitted to sell wares within the licensed area; however, this license does not provide for any such restrictions to private property. BAR shall ensure that all such vendors have valid sales tax identification numbers and shall require by contract that all such vendors collect and report sales tax to Broken Arrow's account with the Oklahoma Tax Commission. BAR shall file copies of all vendor licenses and contracts with the CITY, upon request. The CITY retains the right to enforce all ordinances of the CITY as are applicable and appropriate to the location. Unless otherwise agreed by the parties, BAR shall be solely responsible for all costs of installation, maintenance, and repair of any facilities required, selected or permitted by it as part of the Cool Grilles activities, and shall hold the CITY harmless from any claims arising in tort or in contract from the selection, installation, maintenance, or operation of such facilities or from the grant or refusal of vendor permits.
3. BAR shall further be responsible for arranging for all such utilities as may be required, including adequate sanitary facilities, and shall also be responsible for arranging and obtaining the necessary permits for the food booths from Tulsa City-County Health Department. All beer, wine or alcohol sales shall meet the requirements of state and local law. BAR shall ensure that there is sufficient security where beer, wine or alcohol is being sold.
4. BAR or its licensees shall not remove or damage any trees or other plantings in the licensed area, nor damage any publicly owned property such as traffic signals, sidewalks, streets, etc. in any way.
5. Neither BAR nor anyone in contact with them may use any loud speaker system or public address system, except for the speaker system used at the stage or designated entertainment areas absent the separate advance approval of the City Council.
6. BAR shall be responsible for establishing and conducting a meeting with the Special Events Committee or the Community Event Manager at least 30 days prior to the date of the event. Said meeting shall be called to arrange for all appropriate public safety or services, and to minimize the interference with other CITY functions and locations not

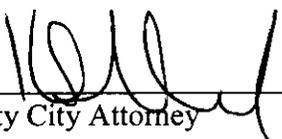
involving the licensed premises. Any additional requests by BAR for services or facilities to be provided by the CITY must be submitted in writing no later than September 30th, 2019. Requests for services submitted after this date will be subject to charge.

7. BAR shall provide appropriate premise and general liability insurance policies with the single limit of \$1 million for all losses caused by the use of the licensed premises during the duration of the license. A copy of the policy shall be filed with the Community Event Manager prior to September 12th, 2019, and shall name the CITY as an additional named insured.
8. BAR shall be responsible for assuring the prompt removal of all event facilities and construction materials, and all activities. Such removal shall commence at the termination of the festivities and be completed by 6:00 p.m. Saturday, October 12th, 2019 for the Cool Grilles event. BAR shall be responsible for general clean-up of the area of the event.
9. BAR shall do its utmost to curb illegal parking in residential areas surrounding the event location.
10. In cooperation with the Police Department, the event location, Main Street from Commercial to Ft. Worth will be closed to traffic beginning at 6:00 a.m. on Saturday, October 12th, 2019 until no later than 6:00 p.m. on Saturday, October 12th, 2019 (see attached map).
11. It is the event organizers' responsibility to cancel events due to pending or forecasted inclement weather and to notify all parties of the cancellation. Should inclement weather be an imminent public safety concern then the City of Broken Arrow Emergency Manager shall have authority to cancel the event.

Dated this 15th day of October, 2019.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,
OKLAHOMA



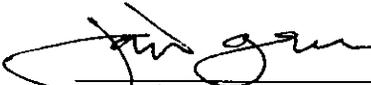
Deputy City Attorney

Mayor

ATTEST:

City Clerk (Seal)

Rotary Club of Broken Arrow
BROKEN ARROW, OKLAHOMA

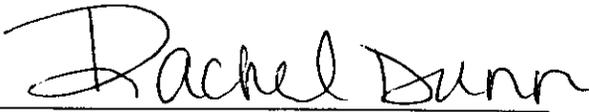


Janie Green, President

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Before me, a Notary Public, on this 24th day of Sept. 2019,
personally appeared, Janie Green, known to me to be the identical person
who executed the within and foregoing instrument, as the President of the Rotary Club of Broken
Arrow and acknowledged to me that he executed the same as his free and voluntary act and deed
for the uses and purposes therein set forth.





Notary Public

My Commission Expires: _____

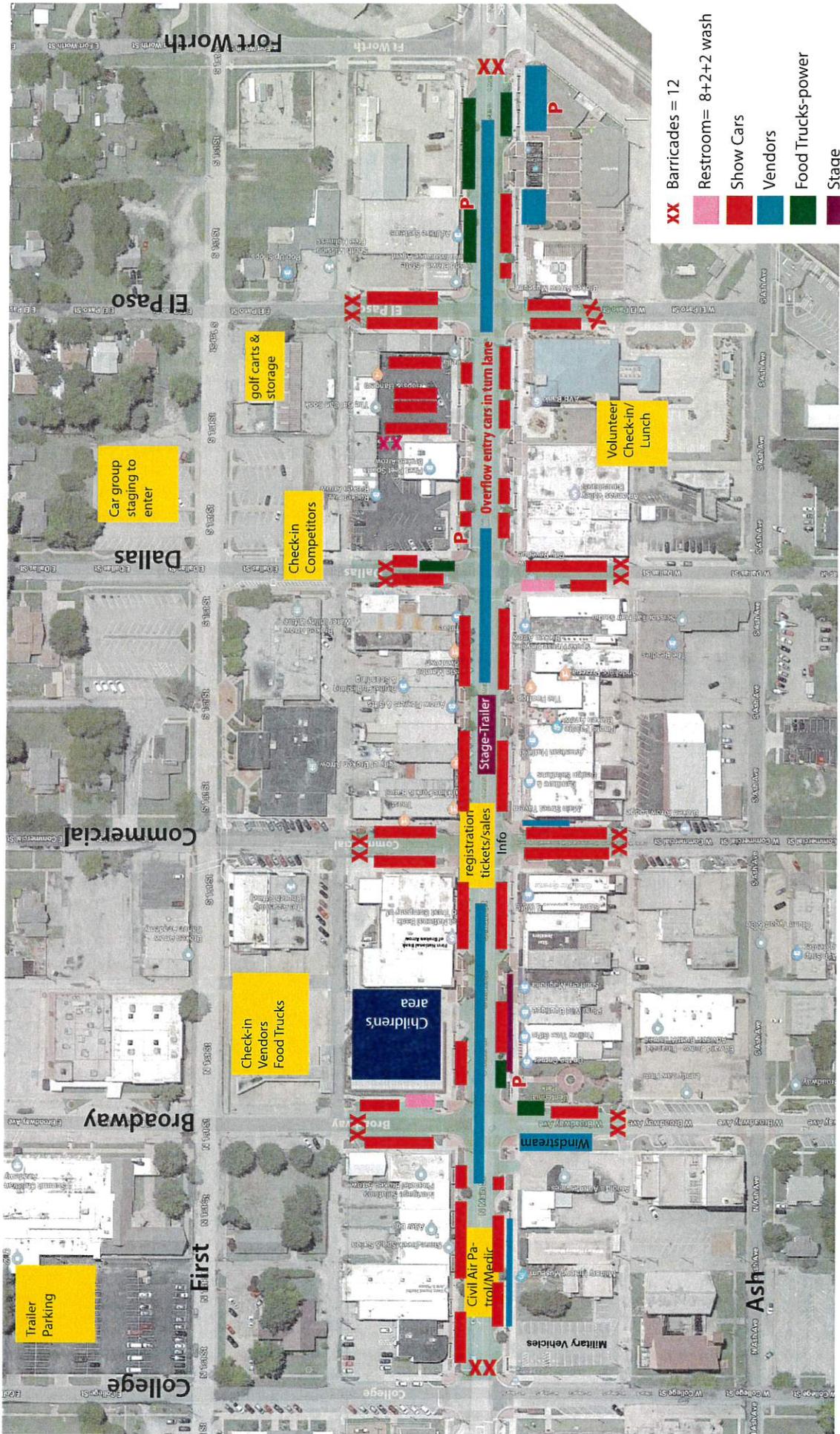
Appendix A

Services to be provided for the Cool Grilles scheduled for October 12th, 2019.

Department	Estimated Cost of Services
Police	\$3,600 (72 hours @\$50.00/hour)
Fire	\$0
Streets	\$400
Parks and Recreation	\$0 (Tent and Alcohol permits)
	\$0 (water)
	\$0 (electric)
	\$0 (trash containers)
	\$0(stage)

Total estimated cost of services is \$ 4,000

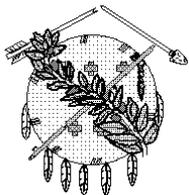
Exhibit A - Map



Cool Grilles

Site map 6/20/19

monitor at each barricade



City of Broken Arrow

Request for Action

File #: 19-1219, **Version:** 1

Broken Arrow City Council
Meeting of: 10-01-2019

Title:

Approval of and authorization to execute a Waiver of Conflict of Interest of Doerner, Saunders, Daniel & Anderson, LLP between Dennis Ray Sherwood and Mary J. Sherwood and the City of Broken Arrow involving the acquisition by the City of two parcels of real property located behind 505 West Broadway Street, Broken Arrow, Oklahoma

Background:

The law firm of Doerner, Saunders, Daniel & Anderson, LLP (DSDA) currently represents the City in various legal matters. DSDA seeks to represent Dennis Ray Sherwood and Mary J. Sherwood in contract negotiation and consummation and/or condemnation litigation pertaining to the acquisition by the City of two parcels of real property located behind 505 West Broadway Street for purposes of a public improvement known as the Commercial Street Detention Facility. The attached Waiver of Conflict of Interest provides that the City waives its right to assert a potential conflict of interest so the Sherwoods may be represented by DSDA.

Cost: \$0

Funding Source: Source

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Waiver of Conflict of Interest

Recommendation:

Approve and authorize execution of Waiver of Conflict of Interest

WAIVER OF CONFLICT OF INTEREST

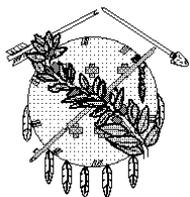
The City of Broken Arrow (“City”), after being duly advised, hereby agrees to waive any potential conflict of interest in and to any contract negotiation and consummation and/or litigation pertaining to a purchase by the City or condemnation action brought by the City for a public improvement known as the Commercial Street Detention Facility involving two parcels of real property located behind 505 West Broadway Street, Broken Arrow, OK. The City of Broken Arrow agrees that the owners thereof, Dennis Ray Sherwood and Mary J. Sherwood may be represented by the law firm of Doerner, Saunders, Daniel & Anderson, LLP and waives any conflict it may have herein.

Approved by the City of Broken Arrow City Council on the 1st day of October, 2019.

Craig Thurmond,
Mayor - City of Broken Arrow

ATTEST:

City Clerk



City of Broken Arrow

Request for Action

File #: 19-1221, **Version:** 1

Broken Arrow City Council
Meeting of: 10-01-2019

Title:

Approval of and authorization of the purchase of a Police/Fire Command post from Farber Specialty Vehicles pursuant to the Omnia Partners purchasing Cooperative, for the Police Department

Background:

The Police Department is requesting that the City approve the purchase of one Police/Fire Command Post from Farber Specialty Vehicles. The Command Post is being purchased to replace the existing Police Command Post which came into service in 2003. The new command post will serve as a mobile operations center for Police, Emergency Management and Fire Operations.

The funding for the Command Post was approved as part of the 2014 Bond issue.

The Police Department is requesting to use an existing National Contract for the purchase of the command post vehicle from Farber Specialty Vehicles. The current contract is part of a purchasing program called Omnia Partners, formally known as US Communities. Omnia Partners contract with Farber Specialty Vehicles was competitively bid and meets our local and state purchasing guidelines.

The Police Department is also requesting to “trade in” our current command post as a part of this purchase. Our current Command Post was purchased through Farber in 2003 and Farber has quoted a \$25,000 “trade in” value for that vehicle which will be credited to the total cost. In conjunction with the “trade in”, Farber has quoted 5% discount off of the total price of the project for the purchase of the vehicle if done in conjunction with a second special police vehicle covered in a separate but related request for action.

The cost of the police command post vehicle is \$343,221.00

Cost: \$343,221.00

Funding Source: 2014 Bond Issue Fund 92 Project 191712

Requested By: Brandon C. Berryhill, Chief of Police

Approved By: City Manager’s Office

Attachments: Farber Specialty Vehicle’s contract# 128867, Amendment No. 1, Amendment No.2, and Quote

Recommendation:

Approve and authorize the purchase of a Police/Fire Command Post from Farber Specialty Vehicles pursuant to the Omnia Partners purchasing Cooperative, for the Police Department.

EXECUTED

CONTRACT NUMBER 128867

*This Number must appear
On all Invoices*

ANNUAL SUPPLY CONTRACT

**TO FURNISH
EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND
ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES**

ON A REQUIREMENTS BASIS

PARTIES: PORT OF PORTLAND ("PORT")
P.O. BOX 3529
PORTLAND, OR 97208

FARBER SPECIALTY VEHICLES ("PROVIDER")
7052 AMERICANA PARKWAY
REYNOLDSBURG, OH 43068

1. NATURE OF CONTRACT

This Annual Supply Contract (the "Contract") is for Provider's supply to the Port, on an as-needed basis, of the item or items described on the attached Schedule 1 (the "Vehicles, Equipment & Accessories"). The Port does not guarantee any specific quantity of purchase, but shall look first to Provider for the Port's needs for the Vehicles, Equipment & Accessories. The Port reserves the right to order similar goods from other suppliers if it is in the Port's best interest to do so.

2. TERM

The term of this Contract shall be from June 1, 2016 through May 31, 2019, unless sooner terminated under the provisions of this Contract. The Port shall have two options, exercisable sequentially and unilaterally by the Port, in its sole, unrestrained discretion, to extend the term of this Contract for one additional year at a time. The Port may exercise such an option by giving Provider written notice no later than fourteen calendar days prior to the expiration date. Expiration of the term does not excuse Provider's duty to provide the Vehicles, Equipment & Accessories.

3. PROVIDER'S OBLIGATIONS

Provider's obligations under this Contract include, but are not limited to, the following:

3.1 To sell, furnish, and deliver requested Vehicles, Equipment & Accessories, f.o.b. destination, within the mutually agreed upon number of days after date of receipt of a properly authorized order placed with Provider.

3.2 To provide all Vehicles, Equipment & Accessories in accordance with the Port's specifications and any issued addenda.

3.3 To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format or similar compatible format, to the Port's Manager of Contracts and Procurement upon request.

4. PAYMENT

Payment will be made within 30 days of receipt of a properly completed invoice for Vehicles, Equipment & Accessories delivered pursuant to an authorized Port order placed against this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

5. RATE ADJUSTMENTS

Provider may request a rate adjustment, which the Port will consider in its sole discretion, no more frequently than once annually for the ensuing one-year period beginning on the effective date of the Contract or on an anniversary of the effective date of the Contract ("**Contract Year**") to reflect actual increases in Provider's cost to perform under this Contract. Provider must submit a written request with backup documentation establishing the actual increases in cost. Any such request shall be submitted to the Port no less than thirty (30) calendar days prior to the end of the Contract Year, and adjustments shall be effective as of the beginning of the following Contract Year. In no event shall the rate adjustment be more than the percentage change during the preceding Contract Year in the *Consumer Price Index for All Urban Consumers (CPI-U), US City Average, not seasonally adjusted, all items*, published by the U.S. Department of Labor.

6. PROVIDER IS INDEPENDENT PROVIDER

Provider is an independent Provider for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. The Port will not withhold any taxes from any payments made to Provider, and Provider will be solely responsible for paying all applicable taxes arising out of or resulting from the provision of the Vehicles, Equipment & Accessories, including but not limited to income, social security, worker's compensation, and employment insurance taxes.

7. ASSIGNMENTS AND SUBCONTRACTS

Provider may not assign or transfer any interest or obligation under this Contract without the Port's prior written consent. Provider may not subcontract any part of the work required under this Contract without the Port's prior written consent. Any assignment, transfer, or subcontract attempted in violation of this section shall be void.

8. RECORDS

Provider shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three years after the Port makes final payment on this Contract and all other pending matters are closed. Provider shall allow any authorized representatives of the Port to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

9. DUTY TO INFORM

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Vehicles, Equipment & Accessories, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim, and shall not constitute a waiver of any of the Port's rights.

10. WARRANTY; WARRANTY DISCLAIMER

10.1 Warranty

Provider warrants to the Port that: (a) the Vehicles, Equipment & Accessories will conform to the Contract specifications (including any issued addenda) and be free from material defects; and (b) Provider has good title to the Vehicles, Equipment & Accessories, and that Provider conveys the Vehicles, Equipment & Accessories to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Vehicles, Equipment & Accessories against the rightful claim of any person.

10.2 Warranty Disclaimer

Except for the express warranties in this Contract, Contractor expressly disclaims all warranties with respect to the Vehicles, Equipment & Accessories, express and implied, including but not limited to any warranties that may have arisen from course of dealing or usage of trade.

11. INDEMNIFICATION AND INSURANCE

11.1 Indemnification

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.2 Damage to Port Property

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.3 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence.

11.4 Certificates

11.4.1 Certificates Required

Prior to full execution of this Contract, Provider must furnish the Port with: (i) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and (ii) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability policy.

11.4.2 Certificate Management; Notice Requirement

When the period during which services will be performed exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

11.5 Workers' Compensation Coverage

Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer.

11.6 Additional Insureds

All liability insurance policies required under this Contract shall name the Port, its Commissioners, employees, and agents as additional insureds.

12. BREACH OF CONTRACT

12.1 Cure; Remedies

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

12.1.1 Substitute Services

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute services or Vehicles, Equipment & Accessories in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services or Vehicles, Equipment & Accessories exceeds the price for the terminated services or Vehicles, Equipment & Accessories.

12.1.2 Suspension of Services

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the services or Vehicles, Equipment & Accessories. If the Port terminates all or part of this Contract after such a suspension, Provider will be entitled to compensation only for services rendered or Vehicles, Equipment & Accessories delivered prior to the date of termination but not for any services rendered or Vehicles, Equipment & Accessories delivered after the Port-ordered suspension date. If the Port

suspends certain services or material deliveries and later orders Provider to resume those services or material deliveries, Provider will be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

12.1.3 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

12.2 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material breach of this Contract, the Port may withhold such amounts from any Port payments to Provider, including but not limited to payments made under this Contract or under any other agreement between the parties. Provider's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

12.3 Contractual Remedies Not Exclusive

The Port will have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

13. TERMINATION FOR CONVENIENCE

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this section, Provider shall be entitled to compensation for all Vehicles, Equipment & Accessories delivered to and accepted by the Port prior to Provider's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract.

14. STATUTORILY REQUIRED PROVISIONS

14.1 Payment for Labor or Material

As a condition of this Contract, Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the delivery of the Vehicles, Equipment & Accessories provided for in this Contract. [Required by ORS 279B.220 (1)]

14.2 Overtime

As a condition of this Contract, Provider shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) [Required by ORS 279B.235 (6)(e)]

14.3 Contributions to the Industrial Accident Fund

As a condition of this Contract, Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider or Provider's subProvider incurred in the performance of this Contract. [Required by ORS 279B.220 (2)]

14.4 Income Tax Withholding

As a condition of this Contract, Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [Required by ORS 279B.220 (4)]

14.5 Workers' Compensation

As a condition of this Contract, all subject employers performing services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230 (2)]

14.6 Medical Care for Employees

As a condition of this Contract, Provider shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230 (1)]

14.7 Liens and Claims Prohibited

As a condition of this Contract, Provider shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished pursuant to this Contract. [Required by ORS 279B.220 (3)]

15. MISCELLANEOUS PROVISIONS

15.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

15.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of Nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

15.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid. Venue shall be in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

15.4 Successors and Assigns

This Contract shall bind the parties and their partners, successors, executors, administrators, and permitted assignees.

15.5 Provider Identification

Provider shall furnish to the Port Provider's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

15.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15.7 Modification

Except as provided in Section 2, this Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

15.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

15.9 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions and prices of this Contract. Provider agrees to extend the terms, conditions and prices of this Contract to any purchasing Contracting agency, as that term is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Provider and purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

15.10 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

15.11 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

15.12 Authority of Signers

The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for which they sign.

To access pricing information, please use your login at www.uscommunities.org.

SCHEDULE 1a1
Vehicles, Equipment & Accessories

The Vehicles, Equipment & Accessories listed on the following pages shall be provided at the unit prices listed effective August 18, 2018. Price changes may be considered in accordance with Section 5 of this Contract but only in the same proportion that changes have occurred in the manufacturer's latest published price list(s), discount schedules, or other positive means of identification. Similar items purchased but not listed below shall be supplied at a minimum 6% discount from the manufacturer's published list price.

[[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]]

CONTRACT NO. 128867

This number must appear
on all invoices

**PORT OF PORTLAND
AMENDMENT NUMBER 2
ANNUAL SUPPLY CONTRACT
EMERGENCY AND SPECIALTY VEHICLES,
EQUIPMENT AND ACCESSORIES AND ANY RELATED
EQUIPMENT, SUPPLIES AND SERVICES**

Parties: Port of
Portland ("Port")

P.O. Box 3529
Portland, Oregon 97208

Farber Specialty
Vehicles ("Provider")

7052 Americana Parkway
Columbus, OH 43068

RECITALS

- A. The parties entered into a Contract effective June 1, 2016, (the "Contract") under which Provider supplies vehicles, equipment & accessories on an as-needed basis to the Port.
- B. Amendment No. 1, executed on September 6, 2018, amended the Contract to update the vehicle models and options supplied under this Contract.
- C. The parties now wish to amend the Contract by extending the term.

AGREEMENT

1 TERM

Section 2 is amended to extend the Contract term to May 31, 2021.

2 INTEGRATION

Except as expressly provided otherwise by this Contract Amendment Number 2, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

3 AUTHORITY OF SIGNERS

The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 2 .

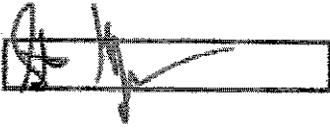
Provider:

Port:

Furber Specialty Vehicles

Port of Portland

By:



By:

Christine Moody

Print name:

Steve Goodyear

Print name:

Christine Moody

As its:

Vice President of Sales

As its:

C & P Manager

Date signed:

05-16-19

Date signed:

5/29/19

Phone:

1-800-331-3188

Email:

sgoodyear@furberspecialty.com

christine.moody@portofportland.com



7052 Americana Parkway
Columbus, OH 43068
Toll Free: (800) 331-3188
Fax: (614) 759-2098

REV-000

QUOTATION

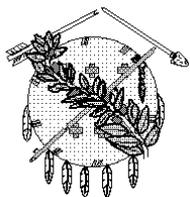
Name: Broken Arrow Police Dept. (OK)
Contact: Det. Jarrod Lamborn
Address: 200 South 1st. Street
City, ST, Zip: Broken Arrow, OK 74012
Telephone: 918-409-6136
Email: jlamborn@brokenarrowok.gov

29-Aug-19

CONTACT	DELIVERY	SHIPPED VIA	TERMS	Contract Number
David Chapman	180 to 240 Days	Farber	Net 30	L28867

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
VEHICLES - FOB Continental US			
1	FSV Coach Style 33 Model Upgrade Pricing <i>Includes Custom Floorplan Design</i>	\$ 205,860.00	\$ 205,860.00
32	Custom Mobile Command Center (per foot) INTERIOR OPTIONS	\$ 310.00	\$ 9,920.00
1	Side sliding windows w/ aluminum mini blind	\$ 540.00	\$ 540.00
2	Custom Cabinet	\$ 1,109.00	\$ 2,218.00
FINISHES & UPGRADES			
	Exterior graphics package (One to four units required)	\$ 4,681.00	\$ -
EXTERIOR OPTIONS			
	Lateral arm box awning, Sunbrella color selection , up to 22'	\$ 5,029.00	\$ -
1	Hydraulic leveling and stabilizing jacks - medium duty	\$ 6,575.00	\$ 6,575.00
1	Roof rail for mounting radio antennas w/ weatherproof access hatch to interior	\$ 1,128.00	\$ 1,128.00
1	Roof rail, additional, for mounting antennas, eight foot section	\$ 432.00	\$ 432.00
	Trailer hitch and wiring, light duty	\$ 1,410.00	\$ -
1	5-20 pneumatic telescoping mast	\$ 10,814.00	\$ 10,814.00
1	Paint exterior below belt rail custom color, non-metallic	\$ 4,606.00	\$ 4,606.00
32	Full Body Paint (per foot)	\$ 392.00	\$ 12,544.00
1	Shoreline - 50 amp service w/Kussmaul RED LED Exterior Display	\$ 3,367.00	\$ 3,367.00
1	Docking lights; left, right, rear	\$ 517.00	\$ 517.00
SLIDE-OUT ROOMS			
1	Custom Flat Floor slide out room up to 16'	\$ 24,910.00	\$ 24,910.00
RETROFIT OPTIONS			
32	Engineering Time (per hour)	\$ 89.00	\$ 2,848.00
18	Hourly rate for custom modifications	\$ 124.00	\$ 2,232.00
3	12 volt Auxiliary Battery System	\$ 207.00	\$ 621.00
AUDIO/VIDEO OPTIONS			
	40" LCD monitor, exterior view w/ weather-proof door	\$ 5,541.00	\$ -
1	TV antenna, roof mounted w/ booster	\$ 141.00	\$ 141.00
2	Custom Cable - 50ft length	\$ 285.00	\$ 570.00
2	HDMI Cable with extender	\$ 789.00	\$ 1,578.00
1	DVR, 16 channel, DVR burner	\$ 2,156.00	\$ 2,156.00
1	GPS with AM/FM/CD, back up camera, built in dash, motorized	\$ 2,961.00	\$ 2,961.00
1	8 x 8 matrix switch w/wiring installed	\$ 6,110.00	\$ 6,110.00
1	Digital color/near infrared camera, pan/tilt controller, environmental enclosure, 5.5" monitor	\$ 9,729.00	\$ 9,729.00
3	Commercial LCD monitor w/ TV tuner up to 22" with mount	\$ 545.00	\$ 1,635.00
COMPUTER			
1	Panasonic KX-TA824 3 line phone system w/three (3) KX-T7730 phones	\$ 1,833.00	\$ 1,833.00
2	Tellular cellular interface w/ hard line phone system, each	\$ 841.00	\$ 1,682.00
SATELLITE & CONNECTIVITY			
40	Install customer supplied radios and equipment per hour	\$ 117.00	\$ 4,680.00
ELECTRONICS			
1	24-port switch & CAT 6 patch panel	\$ 611.00	\$ 611.00
1	CAT 6 network with printer/fax/scanner	\$ 6,110.00	\$ 6,110.00
1	Equipment rack with, casters, Lexan door, power fan, approx. 19 x 64	\$ 1,128.00	\$ 1,128.00
	Microwave oven, cabinet mounted	\$ 376.00	\$ -
1	Refrigerator, AC/DC, compressor operated	\$ 893.00	\$ 893.00
	Coffee maker	\$ 98.00	\$ -
H.V.A.C.			
1	Powered reversible roof vent w/ max air cover	\$ 611.00	\$ 611.00
3	Roof mounted air conditioner	\$ 916.00	\$ 2,748.00
GENERATORS & POWER SUPPLIES			
1	15 KW Diesel Generator with compartment	\$ 18,029.00	\$ 18,029.00
LOW VOLTAGE OPTIONS			
	Digital clock, master-slave, 2.5" super bright red LED digits, each	\$ 399.00	\$ -
INTERIOR LIGHTING			
1	LED ceiling light package	\$ 3,440.00	\$ 3,440.00
EXTERIOR LIGHTING			
6	Scene lights, LED , each	\$ 432.00	\$ 2,592.00
EMERGENCY LIGHTING			
1	LED light package, 8 emergency lights & 2 scene lights	\$ 5,611.00	\$ 5,611.00
1	Siren, w/ amplifier control center	\$ 916.00	\$ 916.00
1	Green command strobe, mounted on roof	\$ 733.00	\$ 733.00
6	LED scene light	\$ 432.00	\$ 2,592.00
1	Trade In Credit	(\$25,000.00)	(\$25,000.00)

TOTAL PRICE \$ 343,221.00



City of Broken Arrow

Request for Action

File #: 19-1222, **Version:** 1

Broken Arrow City Council
Meeting of: 10-01-2019

Title:

Approval of and authorization of the purchase a Special Operations Team Equipment Truck from Farber Specialty Vehicles pursuant to the Omnia Partners purchasing Cooperative for the Police Department

Background:

The Police Department is requesting a Special Operations Team Equipment Truck from Farber Specialty Vehicles.

The Special Operations Team Equipment Truck will replace the Van and trailer that are currently being utilized on all Special Operations Team Operations. This vehicle's function is the security and safe storage of the Special Operations Team's equipment and will function as a tactical command post on Special Operations Team operations.

The funding for the Equipment truck was approved as part of the 2014 Bond issue. It will be necessary to supplement bond funding with available budgeted monies from federal asset forfeiture, Fund 31.

The Police Department is requesting to use an existing National Contract for the purchase of the the vehicle from Farber Specialty Vehicles. The current contract is part of a purchasing program called Omnia Partners, formally known as US Communities. Omnia Partners contract with Farber Specialty Vehicles was competitively bid and meets our local and state purchasing guidelines.

Farber has quoted 5% discount off of the total price of the project for the purchase, provided the city purchases both this vehicle and the Police/Fire Command Post vehicle described in a related RFA on tonight's agenda.

The cost of the Special Operations Team Equipment Truck is: \$263,744.00 The 2014 Bond Issue Fund 92 will account for \$156,779.00 and Fund 31 will be utilized for the remaining \$106,965.00

Cost: \$263,744.00

Funding Source: 2014 Bond Issue Fund 92 Project 191712 and Police Enhancement Fund 31

Requested By: Brandon Berryhill, Chief of Police

File #: 19-1222, **Version:** 1

Approved By: City Manager's Office

Attachments: Farber Specialty Vehicle's contract# 128867, Amendment No.1, Amendment No.2, and Quote

Recommendation:

Approve and authorize the purchase of a Special Operations Team Equipment Truck from Farber Specialty Vehicles pursuant to the Omnia Partners purchasing Cooperative for the Police Department.

EXECUTED

CONTRACT NUMBER 128867

*This Number must appear
On all Invoices*

ANNUAL SUPPLY CONTRACT

**TO FURNISH
EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND
ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES**

ON A REQUIREMENTS BASIS

PARTIES: PORT OF PORTLAND ("PORT")
P.O. BOX 3529
PORTLAND, OR 97208

FARBER SPECIALTY VEHICLES ("PROVIDER")
7052 AMERICANA PARKWAY
REYNOLDSBURG, OH 43068

1. NATURE OF CONTRACT

This Annual Supply Contract (the "Contract") is for Provider's supply to the Port, on an as-needed basis, of the item or items described on the attached Schedule 1 (the "Vehicles, Equipment & Accessories"). The Port does not guarantee any specific quantity of purchase, but shall look first to Provider for the Port's needs for the Vehicles, Equipment & Accessories. The Port reserves the right to order similar goods from other suppliers if it is in the Port's best interest to do so.

2. TERM

The term of this Contract shall be from June 1, 2016 through May 31, 2019, unless sooner terminated under the provisions of this Contract. The Port shall have two options, exercisable sequentially and unilaterally by the Port, in its sole, unrestrained discretion, to extend the term of this Contract for one additional year at a time. The Port may exercise such an option by giving Provider written notice no later than fourteen calendar days prior to the expiration date. Expiration of the term does not excuse Provider's duty to provide the Vehicles, Equipment & Accessories.

3. PROVIDER'S OBLIGATIONS

Provider's obligations under this Contract include, but are not limited to, the following:

3.1 To sell, furnish, and deliver requested Vehicles, Equipment & Accessories, f.o.b. destination, within the mutually agreed upon number of days after date of receipt of a properly authorized order placed with Provider.

3.2 To provide all Vehicles, Equipment & Accessories in accordance with the Port's specifications and any issued addenda.

3.3 To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format or similar compatible format, to the Port's Manager of Contracts and Procurement upon request.

4. PAYMENT

Payment will be made within 30 days of receipt of a properly completed invoice for Vehicles, Equipment & Accessories delivered pursuant to an authorized Port order placed against this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

5. RATE ADJUSTMENTS

Provider may request a rate adjustment, which the Port will consider in its sole discretion, no more frequently than once annually for the ensuing one-year period beginning on the effective date of the Contract or on an anniversary of the effective date of the Contract ("**Contract Year**") to reflect actual increases in Provider's cost to perform under this Contract. Provider must submit a written request with backup documentation establishing the actual increases in cost. Any such request shall be submitted to the Port no less than thirty (30) calendar days prior to the end of the Contract Year, and adjustments shall be effective as of the beginning of the following Contract Year. In no event shall the rate adjustment be more than the percentage change during the preceding Contract Year in the *Consumer Price Index for All Urban Consumers (CPI-U), US City Average, not seasonally adjusted, all items*, published by the U.S. Department of Labor.

6. PROVIDER IS INDEPENDENT PROVIDER

Provider is an independent Provider for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. The Port will not withhold any taxes from any payments made to Provider, and Provider will be solely responsible for paying all applicable taxes arising out of or resulting from the provision of the Vehicles, Equipment & Accessories, including but not limited to income, social security, worker's compensation, and employment insurance taxes.

7. ASSIGNMENTS AND SUBCONTRACTS

Provider may not assign or transfer any interest or obligation under this Contract without the Port's prior written consent. Provider may not subcontract any part of the work required under this Contract without the Port's prior written consent. Any assignment, transfer, or subcontract attempted in violation of this section shall be void.

8. RECORDS

Provider shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three years after the Port makes final payment on this Contract and all other pending matters are closed. Provider shall allow any authorized representatives of the Port to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

9. DUTY TO INFORM

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Vehicles, Equipment & Accessories, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim, and shall not constitute a waiver of any of the Port's rights.

10. WARRANTY; WARRANTY DISCLAIMER

10.1 Warranty

Provider warrants to the Port that: (a) the Vehicles, Equipment & Accessories will conform to the Contract specifications (including any issued addenda) and be free from material defects; and (b) Provider has good title to the Vehicles, Equipment & Accessories, and that Provider conveys the Vehicles, Equipment & Accessories to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Vehicles, Equipment & Accessories against the rightful claim of any person.

10.2 Warranty Disclaimer

Except for the express warranties in this Contract, Contractor expressly disclaims all warranties with respect to the Vehicles, Equipment & Accessories, express and implied, including but not limited to any warranties that may have arisen from course of dealing or usage of trade.

11. INDEMNIFICATION AND INSURANCE

11.1 Indemnification

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.2 Damage to Port Property

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.3 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence.

11.4 Certificates

11.4.1 Certificates Required

Prior to full execution of this Contract, Provider must furnish the Port with: (i) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and (ii) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability policy.

11.4.2 Certificate Management; Notice Requirement

When the period during which services will be performed exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

11.5 Workers' Compensation Coverage

Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer.

11.6 Additional Insureds

All liability insurance policies required under this Contract shall name the Port, its Commissioners, employees, and agents as additional insureds.

12. BREACH OF CONTRACT

12.1 Cure; Remedies

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

12.1.1 Substitute Services

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute services or Vehicles, Equipment & Accessories in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services or Vehicles, Equipment & Accessories exceeds the price for the terminated services or Vehicles, Equipment & Accessories.

12.1.2 Suspension of Services

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the services or Vehicles, Equipment & Accessories. If the Port terminates all or part of this Contract after such a suspension, Provider will be entitled to compensation only for services rendered or Vehicles, Equipment & Accessories delivered prior to the date of termination but not for any services rendered or Vehicles, Equipment & Accessories delivered after the Port-ordered suspension date. If the Port

suspends certain services or material deliveries and later orders Provider to resume those services or material deliveries, Provider will be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

12.1.3 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

12.2 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material breach of this Contract, the Port may withhold such amounts from any Port payments to Provider, including but not limited to payments made under this Contract or under any other agreement between the parties. Provider's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

12.3 Contractual Remedies Not Exclusive

The Port will have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

13. TERMINATION FOR CONVENIENCE

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this section, Provider shall be entitled to compensation for all Vehicles, Equipment & Accessories delivered to and accepted by the Port prior to Provider's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract.

14. STATUTORILY REQUIRED PROVISIONS

14.1 Payment for Labor or Material

As a condition of this Contract, Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the delivery of the Vehicles, Equipment & Accessories provided for in this Contract. [Required by ORS 279B.220 (1)]

14.2 Overtime

As a condition of this Contract, Provider shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) [Required by ORS 279B.235 (6)(e)]

14.3 Contributions to the Industrial Accident Fund

As a condition of this Contract, Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider or Provider's subProvider incurred in the performance of this Contract. [Required by ORS 279B.220 (2)]

14.4 Income Tax Withholding

As a condition of this Contract, Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [Required by ORS 279B.220 (4)]

14.5 Workers' Compensation

As a condition of this Contract, all subject employers performing services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230 (2)]

14.6 Medical Care for Employees

As a condition of this Contract, Provider shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230 (1)]

14.7 Liens and Claims Prohibited

As a condition of this Contract, Provider shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished pursuant to this Contract. [Required by ORS 279B.220 (3)]

15. MISCELLANEOUS PROVISIONS

15.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

15.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of Nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

15.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid. Venue shall be in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

15.4 Successors and Assigns

This Contract shall bind the parties and their partners, successors, executors, administrators, and permitted assignees.

15.5 Provider Identification

Provider shall furnish to the Port Provider's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

15.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15.7 Modification

Except as provided in Section 2, this Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

15.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

15.9 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions and prices of this Contract. Provider agrees to extend the terms, conditions and prices of this Contract to any purchasing Contracting agency, as that term is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Provider and purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

15.10 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

15.11 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

15.12 Authority of Signers

The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for which they sign.

To access pricing information, please use your login at www.uscommunities.org.

SCHEDULE 1a1
Vehicles, Equipment & Accessories

The Vehicles, Equipment & Accessories listed on the following pages shall be provided at the unit prices listed effective August 18, 2018. Price changes may be considered in accordance with Section 5 of this Contract but only in the same proportion that changes have occurred in the manufacturer's latest published price list(s), discount schedules, or other positive means of identification. Similar items purchased but not listed below shall be supplied at a minimum 6% discount from the manufacturer's published list price.

[[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]]

CONTRACT NO. 128867

This number must appear
on all invoices

**PORT OF PORTLAND
AMENDMENT NUMBER 2
ANNUAL SUPPLY CONTRACT
EMERGENCY AND SPECIALTY VEHICLES,
EQUIPMENT AND ACCESSORIES AND ANY RELATED
EQUIPMENT, SUPPLIES AND SERVICES**

Parties: Port of
Portland ("Port")

P.O. Box 3529
Portland, Oregon 97208

Farber Specialty
Vehicles ("Provider")

7052 Americana Parkway
Columbus, OH 43068

RECITALS

- A. The parties entered into a Contract effective June 1, 2016, (the "Contract") under which Provider supplies vehicles, equipment & accessories on an as-needed basis to the Port.
- B. Amendment No. 1, executed on September 6, 2018, amended the Contract to update the vehicle models and options supplied under this Contract.
- C. The parties now wish to amend the Contract by extending the term.

AGREEMENT

1 TERM

Section 2 is amended to extend the Contract term to May 31, 2021.

2 INTEGRATION

Except as expressly provided otherwise by this Contract Amendment Number 2, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

3 AUTHORITY OF SIGNERS

The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 2 .

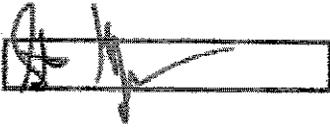
Provider:

Port:

Furber Specialty Vehicles

Port of Portland

By:



By:



Print name:

Steve Goodyear

Print name:

Christine Moody

As its:

Vice President of Sales

As its:

C & P Manager

Date signed:

05-16-19

Date signed:

5/29/19

Phone:

1-800-331-3188

Email:

sgoodyear@furberspecialty.com

christine.moody@portofportland.com



7052 Americana Parkway
Columbus, OH 43068
Toll Free: (800) 331-3188
Fax: (614) 759-2098

QUOTATION

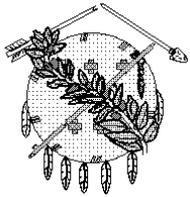
REV-000

Name: Broken Arrow Police Dept. (OK)
Contact: Det. Jarrod Lamborn
Address: 200 South 1st Street
City, ST, Zip: Broken Arrow, OK 74012
Telephone: 918-409-6136
Email: jlamborn@brokenarrowok.gov

29-Aug-19
Equipment

CONTACT	DELIVERY	SHIPPED VIA	TERMS	Contract Number
David Chapman	180 to 240 Days	Farber	1 UNIT Net 30	128867

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
VEHICLES - FOB Continental US			
1	FSV Body 18 (Ford Chassis - Black)	\$ 169,053.00	\$ 169,053.00
Model Upgrade Pricing			
<i>Includes Custom Floorplan Design</i>			
18	Custom Specialty Vehicle Unit (per foot)	\$ 329.00	\$ 5,922.00
INTERIOR OPTIONS			
1	Aluminum overhead cabinets in lieu of laminated, up to 20ft box	\$ 5,452.00	\$ 5,452.00
1	Cap box meeting ATF & IME, 24" x 18" x 18"	\$ 925.00	\$ 925.00
1	Sound deadening, color coordinated wall carpet	\$ 1,880.00	\$ 1,880.00
2	Custom Cabinet	\$ 1,109.00	\$ 2,218.00
FINISHES & UPGRADES			
Exterior graphics package (One to four units required)			
		\$ 4,681.00	\$ -
EXTERIOR OPTIONS			
Lateral arm box awning, Sunbrella color selection, up to 18'			
		\$ 4,841.00	\$ -
1	Roof rail for mounting radio antennas w/ weatherproof access hatch to interior	\$ 1,128.00	\$ 1,128.00
	Roof rail, additional, for mounting antennas, eight foot section	\$ 432.00	\$ -
	Second right side entrance door	\$ 4,225.00	\$ -
6	Roll up door	\$ 1,729.00	\$ 10,374.00
	Trailer hitch and wiring, light duty	\$ 1,410.00	\$ -
1	Paint exterior below belt rail custom color, non-metalic	\$ 4,606.00	\$ 4,606.00
18	Full Body Paint (per foot)	\$ 392.00	\$ 7,056.00
1	Shoreline - 50 amp service w/ Kussmaul RED LED exterior display meter	\$ 3,367.00	\$ 3,367.00
1	Docking lights; left, right, rear	\$ 517.00	\$ 517.00
RETROFIT OPTIONS			
42	Engineering Time (per hour)	\$ 89.00	\$ 3,738.00
24	Hourly rate for custom modifications	\$ 124.00	\$ 2,976.00
3	12V Auxillary Battery System	\$ 207.00	\$ 621.00
AUDIO/VIDEO OPTIONS			
TV antenna, roof mounted w/ booster			
		\$ 141.00	\$ -
1	Back-up camera system, 7" LCD color monitor (5" Monitor)	\$ 1,175.00	\$ 1,175.00
	Commercial LCD monitor w/ TV tuner up to 55" with mount (42" Monitor)	\$ 3,647.00	\$ -
	40" LCD monitor, exterior view w/ weather-proof door	\$ 5,541.00	\$ -
SATELLITE & CONNECTIVITY			
16	Install customer supplied radios and equipment per hour	\$ 117.00	\$ 1,872.00
ELECTRONICS			
1	CAT 6 network with printer/fax/scanner	\$ 6,110.00	\$ 6,110.00
H.V.A.C.			
2	Roof mounted air conditioner	\$ 916.00	\$ 1,832.00
GENERATORS & POWER SUPPLIES			
1	8 KW Diesel Generator with compartment	\$ 11,449.00	\$ 11,449.00
INTERIOR LIGHTING			
1	LED Thin Line Interior Compartment Lighting Red / White	\$ 1,974.00	\$ 1,974.00
1	LED ceiling light package	\$ 3,440.00	\$ 3,440.00
EXTERIOR LIGHTING			
6	Scene lights, LED , each	\$ 432.00	\$ 2,592.00
EMERGENCY LIGHTING			
1	LED light package, 8 emergency lights & 2 scene lights	\$ 5,611.00	\$ 5,611.00
1	Siren, w/ amplifier control center	\$ 916.00	\$ 916.00
1	Discrete lighting package	\$ 2,049.00	\$ 2,049.00
DRONES			
VEHICLE SPECIFIC OPTIONS			
1	Ford 4 WD	\$ 3,666.00	\$ 3,666.00
NON-CONTRACT ITEMS			
Front Ford F-550 Setina Push Bar			
		\$ 1,297.00	\$ -
1	Side Nerf Bar Step System for the Chassis	\$ 801.00	\$ 801.00
1	Pull Out Workstaton from Body Area; Location TBD	\$ 424.00	\$ 424.00
	Robot Tray System with Slide Master Center Aisle Deployment For Reara Doors	\$ 7,239.00	\$ -
	Pull -Out Ramp; located between frame rails.	\$ 1,327.00	\$ -
		TOTAL PRICE	\$ 263,744.00



City of Broken Arrow

Request for Action

File #: 19-1203, **Version:** 1

Broken Arrow City Council
Meeting of: 10-01-2019

Title:

Acceptance of a Waterline Easement from Timber Wolf Excavating, LLC on Lot 6, Block 1, Timber Ridge Business Park, approximately one-third mile south of Kenosha Street (71st Street), one-half mile west of Evans Road (51st Street), shown as Exhibit A (Section 8, T18N, R15E)

Background:

Timber Wolf Excavating, LLC is dedicating waterline easement for purposes of developing the Lot 6, Block 1 of Timber Ridge Business Park. The 15-foot waterline easement is shown as Exhibit A and is approximately 0.49 acres.

Staff has reviewed the documents and recommends acceptance of the waterline easement dedication.

Cost: \$0

Funding Source: None

Requested By: Larry R. Curtis, Community Development Director

Approved By: City Manager's Office

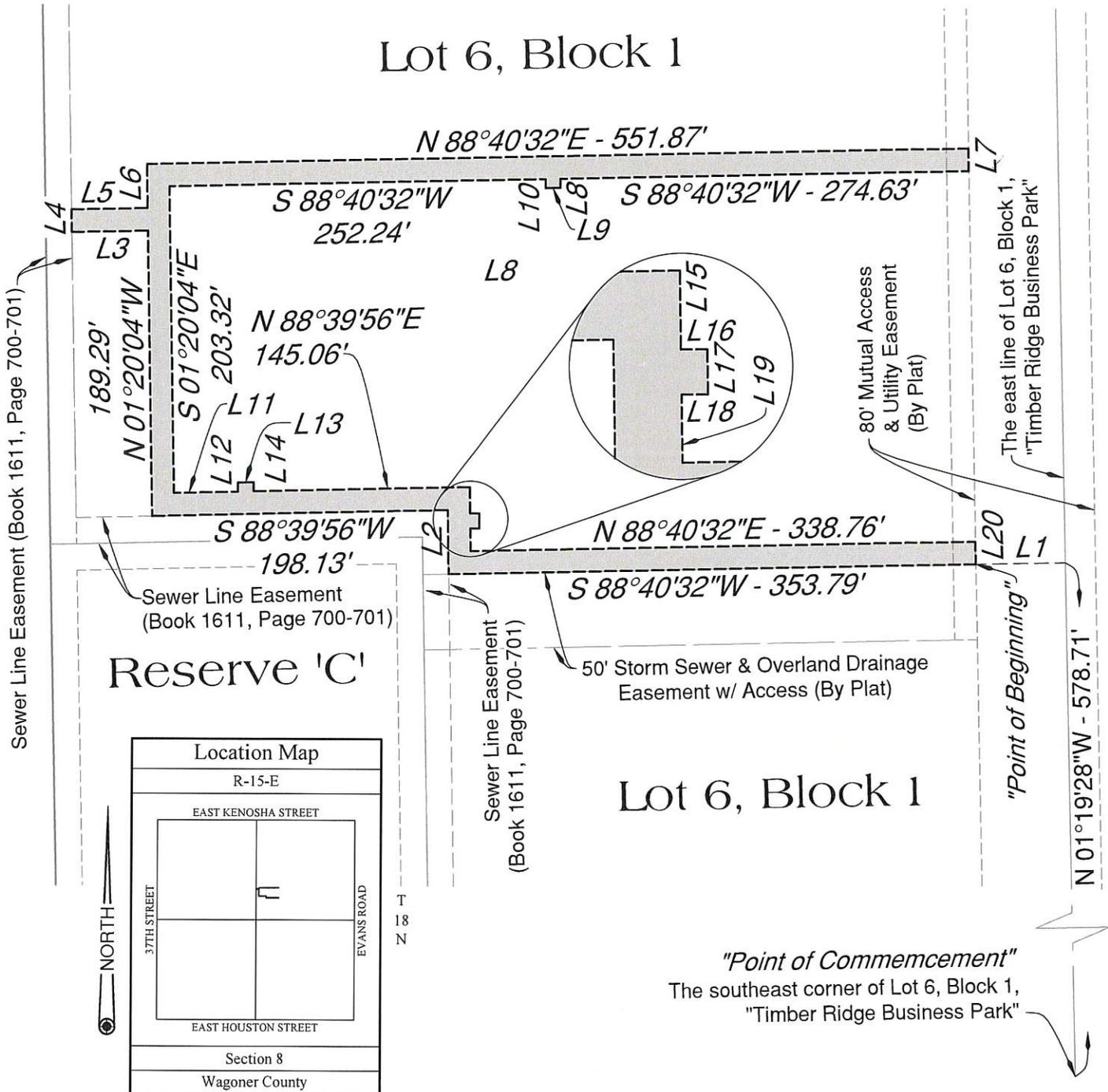
Attachments: Waterline Easement Dedication
Exhibit A

Recommendation:

Accept the waterline easement.

Exhibit "A"

Lot 6, Block 1



WATER EASEMENT PART OF LOT 6, BLOCK 1, "TIMBER RIDGE BUSINESS PARK"



Tulsa Engineering & Planning Associates, Inc.
 9820 East 41st Street, Suite 102 Tulsa, OK 74146
 Phone: 918-252-9621 Fax: 918-250-4566
 Civil Engineering • Land Surveying • Land Planning
 Certificate of Authorization No. CA 531 PEALS Renewal Date June 30, 2021



Job No: 19-059.00
 Scale: 1" = 100'
 Date: 08/27/2019
 Sheet 1 of 3

Exhibit "A"

Line Table

No.	Bearing	Distance
L1	S 88°40'32"W	60.00'
L2	N 01°12'13"W	42.50'
L3	S 88°39'56"W	51.00'
L4	N 01°20'04"W	15.00'
L5	N 88°39'56"E	51.00'
L6	N 01°20'04"W	29.04'
L7	S 01°19'28"E	15.00'
L8	S 01°19'28"E	6.00'
L9	S 88°40'32"W	10.00'
L10	N 01°19'28"W	6.00'

No.	Bearing	Distance
L11	N 88°39'56"E	43.11'
L12	N 01°20'04"W	6.00'
L13	N 88°39'56"E	10.00'
L14	S 01°20'04"E	6.00'
L15	S 01°12'13"E	17.49'
L16	N 88°47'47"E	6.00'
L17	S 01°12'13"E	10.00'
L18	S 88°47'47"W	6.00'
L19	S 01°12'13"E	15.02'
L20	S 01°19'28"E	15.00'

Legal Description for Water Easement

A tract of land located in Lot 6, Block 1, "Timber Ridge Business Park", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, filed as PLC5-449B in the Wagoner County Clerk's office, more particularly described as follows:

Commencing at the southeast corner of Lot 6, Block 1, "Timber Ridge Business Park", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, filed as PLC5-449B in the Wagoner County Clerk's office;

Thence N 01°19'28" W along the east line of said Lot 6 a distance of 578.71 feet; Thence S 88°40'32" W a distance of 60.00 feet to the northeast corner of the "50' Storm Sewer & Overland Drainage Easement w/ Access" and the "Point of Beginning";

Thence continuing S 88°40'32" W along the north line of said "50' Storm Sewer & Overland Drainage Easement w/ Access" a distance of 353.79 feet to the east line of the "Sewer Line Easement" recorded in Book 1611, Page 700-701 in the Wagoner County Clerk's office; Thence N 01°12'13" W along the east line of said "Sewer Line Easement" a distance of 42.50 feet to the northeast corner of said "Sewer Line Easement"; Thence S 88°39'56" W along the north line of said "Sewer Line Easement" a distance of 198.13 feet; Thence N 01°20'04" W and parallel with the west line of said Lot 6 a distance of 189.29 feet; Thence S 88°39'56" W and parallel with the most westerly south line of said Lot 6 a distance of 51.00 feet to the most westerly east line of said "Sewer Line Easement"; Thence N 01°20'04" W along the most westerly east line of said "Sewer Line Easement" a distance of 15.00 feet; Thence N 88°39'56" E a distance of 51.00 feet;

(Continued on Sheet 3 of 3 . . .)



Tulsa Engineering & Planning Associates, Inc.

9820 East 41st Street, Suite 102 Tulsa, OK 74146

Phone: 918-252-9621 Fax: 918-250-4566

Civil Engineering • Land Surveying • Land Planning

Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2021

Job No: 19-059.00

Scale: N/A

Date: 08/27/2019

Sheet 2 of 3

Exhibit "A"

(. . . Continued from Sheet 2 of 3)

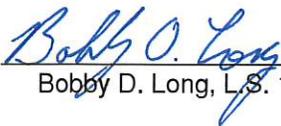
Thence N 01°20'04" W a distance of 29.04 feet; Thence N 88°40'32" E and parallel with the north line of said Lot 6 a distance of 551.87 to the east line of said Lot 6; Thence S 01°19'28" E along the east line of said Lot 6 a distance of 15.00 feet; Thence S 88°40'32" W a distance of 274.63 feet; Thence S 01°19'28" E a distance of 6.00 feet; Thence S 88°40'32" W a distance of 10.00 feet; Thence N 01°19'28" W a distance of 6.00 feet; Thence S 88°40'32" W a distance of 252.24 feet; Thence S 01°20'04" E a distance of 203.32 feet; Thence N 88°39'56" E a distance of 43.11 feet; Thence N 01°20'04" W a distance of 6.00 feet; Thence N 88°39'56" E a distance of 10.00 feet; Thence S 01°20'04" E a distance of 6.00 feet; Thence N 88°39'56" E a distance of 145.06 feet; Thence S 01°12'13" E and parallel with the most southerly west line of said Lot 6 a distance of 17.49 feet; Thence N 88°47'47" E a distance of 6.00 feet; Thence S 01°12'13" E a distance of 10.00 feet; Thence S 88°47'47" W a distance of 6.00 feet; Thence S 01°12'13" E a distance of 15.02 feet; Thence N 88°40'32" E a distance of 338.76 feet to the east line of said Lot 6; Thence S 01°19'28" E along the east line of said Lot 6 a distance of 15.00 feet to the "Point of Beginning".

Said tract contains 21,189 square feet or 0.4864 Acres.

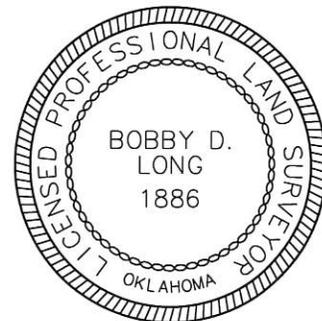
The non-astronomic bearings for said tract are based on an Oklahoma State Plane Coordinate System grid bearing of N 88°40'32" E along the north line of Lot 6, Block 1, "Timber Ridge Business Park", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, filed as PLC5-449B in the Wagoner County Clerk's office.

SURVEYOR'S CERTIFICATION

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

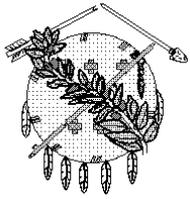

Bobby D. Long, L.S. 1886


Date



Tulsa Engineering & Planning Associates, Inc.
9820 East 41st Street, Suite 102 Tulsa, OK 74146
Phone: 918-252-9621 Fax: 918-250-4566
Civil Engineering • Land Surveying • Land Planning
Certificate of Authorization No. CA 531 PEALS Renewal Date June 30, 2021

Job No: 19-059.00
Scale: N/A
Date: 08/27/2019
Sheet 3 of 3



City of Broken Arrow

Request for Action

File #: 19-1205, **Version:** 1

**Broken Arrow City Council
Meeting of: 10-01-2019**

Title:

Approval of PT19-112, Conditional Final Plat, Timber Ridge Cottages, 8.05 acres, 1 Lot, A-1 (Agricultural) to RM (Residential Multi-Family) and PUD-276 (Planned Unit Development), one-quarter mile south of Kenosha Street (71st Street), east of 37th Street (209th East Avenue)

Background:

PT19-112, the conditional final plat for Timber Ridge Cottages, contains 8.05 acres with one proposed lot. This property, which is located one-quarter mile south of Kenosha Street (71st Street) and east of 37th Street (209th East Avenue), is presently zoned A-1 to RM/PUD-276. The RM zoning and PUD on the property was approved by the City Council on May 1, 2018 subject to the property being replatted. The preliminary plat for this development was approved by the Planning Commission in their meeting of August 8, 2019.

BACP-161, a request to change the comprehensive plan designation on this property from Level 4 to Level 3, was conditionally approved by the City Council on April 17, 2018.

The applicant, through PUD-276, proposes senior multi-family housing with a mix of duplex (6 units), 4 Plex (40 units), and apartment style dwellings (28 units) for a total of 74 units. Access to the proposed development is through two entrances off 209th East Avenue. A stub street has been provided to the property to the south for shared access. A future access is proposed to the east for when a frontage road is built along the Creek Turnpike. Eighty feet of right-of-way for a future frontage road is proposed to be dedicated along the east boundary with the plat of this property.

Cost: \$0

Funding Source: None

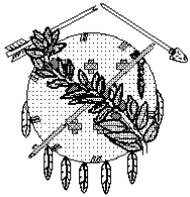
Requested By: Larry R. Curtis, Community Development Director

Approved By: City Manager Office

Attachments: Published Planning Commission Factsheet
Checklist
Conditional Final Plat and Covenants

Recommendation:

Approve PT19-112, the conditional final plat for Timber Ridge Cottages, as recommended by Planning Commission and Staff.



City of Broken Arrow

Request for Action

File #: 19-1073, **Version:** 1

Broken Arrow Planning Commission
09-12-2019

To: Chairman and Commission Members
From: Development Services Department
Title:

Approval of PT19-112, Conditional Final Plat, Timber Ridge Cottages, 8.05 acres, 1 Lot, A-1 (Agricultural) to RM(Residential Multi-Family) and PUD-276 (Planned Unit Development), one-quarter mile south of Kenosha Street (71st Street), east of 37th Street (209th East Avenue)

Background:

Applicant: DHTC Development, LLC
Owner: John Munich
Developer: DHTC Development, LLC
Engineer: Crockett Engineering Consultants
Location: One-quarter mile south of Kenosha Street (71st Street), east of 37th Street (209th East Avenue)
Size of Tract 8.05 acres
Number of Lots: 1
Present Zoning: A-1 to RM and PUD-276
Comp Plan: Level 4 to Level 3 (BACP-161)

PT19-112, the conditional final plat for Timber Ridge Cottages, contains 8.05 acres with one proposed lot. This property, which is located one-quarter mile south of Kenosha Street (71st Street) and east of 37th Street (209th East Avenue), is presently zoned A-1 to RM/PUD-276. The RM zoning and PUD on the property was approved by the City Council on May 1, 2018 subject to the property being replatted. The preliminary plat for this development was approved by the Planning Commission in their meeting of August 8, 2019.

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Attachments: Checklist
Preliminary Plat

Recommendation:

Staff recommends PT19-112, conditional final plat for Timber Ridge Cottages, be approved, subject to the attached checklist.

Reviewed and Approved By: Larry R. Curtis

ALY

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PRELIMINARY PLAT: Timber Ridge Cottages
CASE NUMBER: PT19-112
RELATED CASE NUMBERS: PUD-276 and BAZ-1998 and BACP-161
COUNTY: Wagoner
SECTION/TOWNSHIP/RANGE: 8/18/15
GENERAL LOCATION: ¼ mile south of Kenosha, east of 37th Street
CURRENT ZONING: A-1 to RM/PUD-276
SANITARY SEWER BASIN:
STORM WATER DRAINAGE BASIN:

ENGINEER: Crockett Engineering Consultants
ENGINEER ADDRESS: 1000 W Nifong Blvd Building 1
Columbia, MO 65203

ENGINEER PHONE NUMBER: (573) 447-0292

DEVELOPER: DHTC Development, LLC
DEVELOPER ADDRESS: 1900 E Lark Lane
Nixa, MO 65714

DEVELOPER PHONE NUMBER: (417) 234-7841

PRELIMINARY PLAT

APPLICATION MADE: July 15, 2019
TOTAL ACREAGE: 8.05
NUMBER OF LOTS: 1
TAC MEETING DATE: August 6, 2019
PLANNING COMMISSION MEETING DATE: August 8, 2019
COMMENTS:

1. The title should read "Timber Ridge Cottages, a replat of a portion of Lot 1, Block 1, Tee Town Golf Ranch"
2. Remove the line in parenthesis in the legal description.
3. The City of Broken Arrow development number is not needed.
4. Provide the CA# for the surveyor.
5. Owner signatures are not necessary until the final plat is approved.
6. Location map should be at a 1:2,000 scale showing only the section where the development is located. Identify arterial streets with Broken Arrow street names and county names in parenthesis. North: Kenosha Street (71st Street), South: Houston Street (81st Street), East: Evans Road (225th E Ave), West: 37th Street (209th E Ave)
7. Remove all references to building lines and limits of access that were in place with the old plat. Add a note to the face of the plat stating that the Timber Ridge Cottages plat supersedes Tee Town Golf Ranch, plat number XXXX.
8. Show the distance between the two entrances. Per the PUD, this distance should be approximately 170-feet.
9. For off-site access easements and reserves, provide the plat number or other document that dedicated the item.
10. There is no language in the covenants concerning the dedication/maintenance of easements, reserve areas, screening, landscaping or streets.
11. Identify any improvements intended for private use only. Define how private improvements are to be maintained within the covenants.
12. Provide dimensions for the distances between the section line and the property line.
13. Remove parking areas and topo lines from the plat.
14. Place case number (PT19-112) in lower right corner of plat.
15. All references (See Legal Description and easement call outs) to the "Tee Town Golf Ranch" plat needs to include the document number. This can be incorporated by adding a note and referencing it at each applicable area.
16. Update street call out in note 1.14.1.
17. Under "BENCHMARK", the vertical datum reference is currently a horizontal datum reference. Please update to show the correct vertical datum reference, assuming "North American Vertical Datum 1988 (NAVD 88)".
18. Under "BEARING BASIS"; add a prefix "(M) or (P)" to appropriate paragraph to correlate with bearing designations on map.

19. _____ Identify the 80' Right-of-Way for future outer road as "Private" or "Public".
20. _____ Remove the SE segment of the N-S "35' Perimeter Landscape Buffer/Setback" line which extends south of the same buffer running E-W.
21. _____ Enclose the pressurized Sanitary sewer line in an easement to the North of the development and show extents of the easement on the map.
22. _____ Add a 17.5' U/E along the south property line.
23. _____ Move the 17.5' U/E from the East property line to be on the new R/W line.
24. _____ Show a reserve or overland drainage easement on the proposed detention area.
25. _____ Do not extend the U/E into the new R/W
26. _____ Add bearing & distance to the new R/W

CONDITIONAL FINAL PLAT

NAME OF CONDITIONAL FINAL PLAT: Timber Ridge Cottages

APPLICATION MADE: August 19, 2019

TOTAL ACREAGE: 8.05

NUMBER OF LOTS: 1

TAC MEETING DATE: 9-10-19

PLANNING COMMISSION MEETING DATE: 9-12-19

CITY COUNCIL MEETING DATE: 10-1-19

COMMENTS:

27. _____ The address for the overall site will be 525 N. 37th Street. The community building and apartments will be addressed on internal streets at the time of the site plan.
28. _____ Location map needs to identify platted and unplatted properties in section.
29. _____ In the location map, use 225th East Avenue as the primary street name and add Evans Road in parenthesis.
30. _____ Dimension check: The original plat dimension from north boundary line to southern access road is 262.75' but the proposed plat's additional access point and associated dimensions equal 262.78'. A difference of 0.03' exists.
31. _____ Remove the reference to the old plat as it pertains to the limits of no access. Show only what is proposed with this development.
32. _____ Street definition on west side needs to agree with location map; 37th Street (209th E Ave.).
33. _____ Identify the dimension of remaining right-of-way along 37th Street that is not statutory and label it as "dedicated by this plat".
34. _____ The 80-foot right-of-way dedication on the east side of the property is to be "dedicated by this plat", not the PUD.
35. _____ Indicate "UNPLATTED" to north and west of project and "TEE TOWN GOLF RANCH" to south.
36. _____ In the new R/W on the East side, show the existing easements that we established by the Tee Town plat, the new R/W does not supersede the existing easement.
37. _____ On northeast corner of property, change name of proposed easement from "Sanitary Sewer" to "Utility". Provide a document number for the dedication.
38. _____ Show a reserve or overland drainage easement on the proposed detention area. The drainage easement does not match the easement shown in the engineering plans.
39. _____ Do not show the building line in the overland drainage easement, by default no habitable structures are allowed to be built in an overland drainage easement.
40. _____ Note 6; Add "UNLESS NOTED OTHERWISE." to end of the sentence for added clarity.
41. _____ In Note 6 & 7, identify the Tee Town Golf Ranch by the recorded book and page number from the county (Book: PLC4 Page:407) not by the Broken Arrow case number.
42. _____ Note 7: Add "WILL REFERENCE THIS NOTE." to end of sentence for add clarity.
43. _____ Add Stormwater Detention Determination Number and note if project will pay fee-in-lieu or provide on-site detention.
44. _____ The conditional final plat and the "no exceptions taken" engineering drawing must agree with respect to Limits of Access and No Access, easement both internal and external, reserve area, traffic control medians, street layouts, rights-of-way, etc. Please provide a written statement (e-mail statement is acceptable) that the conditional final plat agrees with the "no exceptions taken" engineering plans.
45. _____ Document needs to include written legal description of property boundaries along with defined land usage restrictions and covenants associated with the PUD. Information was started on the preliminary plat.
46. _____ Finished for elevations (FFE) shall be shown for each lot on the Final Plat along with identification of lots requiring backflow preventers.
47. _____ Show monuments/benchmarks, list the basis of bearing, horizontal and vertical datum's used
48. _____ Submit project survey control data / report.
49. _____ Define dimensions for the Mutual Access Easement, Book 2399, Page 74 as it relates to Timber Ridge Cottages and provide a copy to the City.
50. _____ Identify and dedicate all public infrastructure.
51. _____ In the Development Standards of the covenants, provide information on the approval of the PUD. Standard language can be provided.

- 52. _____ In the Screening section of the covenants, revise text to reflect the approved PUD. Council approved the PUD with screening as required by the zoning ordinance.
- 53. _____ Remove the zoning and platting information sections from the covenants.
- 54. _____ Add a section to the covenants covering the detention reserve, boundaries, uses, and maintenance.
- 55. _____ Revise the sanitary sewer notes to reflect the gravity flow to the north along the turnpike.
- 56. _____ Provide a separate U/E with book and page for the RWD#4 looped waterline.
- 57. _____ Revise the U/E to cover only the Sanitary Sewer, all storm sewer except that which is in the new right-of-way is private and is not covered in a U/E.
- 58. _____ Add surveying information to the sheet: basis of bearing, horizontal and vertical datums, benchmarks.

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

- _____ NATURAL GAS COMPANY APPROVAL
- _____ ELECTRIC COMPANY APPROVAL
- _____ TELEPHONE COMPANY APPROVAL
- _____ CABLE COMPANY APPROVAL

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

- _____ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH
OKLAHOMA CORPORATION COMMISSION, 405-521-2271

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

- _____ STORMWATER PLANS, ACCEPTED ON: _____
- _____ PAVING PLANS, ACCEPTED ON: _____
- _____ WATER PLANS, ACCEPTED ON: _____
- _____ SANITARY SEWER PLANS, ACCEPTED ON: _____
- _____ SEWAGE DISPOSAL PLANS, SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
- _____ WATER PLANS SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
- _____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____
- _____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
- _____ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____

PLANNING DEPARTMENT APPROVAL

- _____ ADDRESSES REVIEWED AND APPROVED?
- _____ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?
- _____ PLANNING DEPARTMENT REVIEW COMPLETE ON: _____
- _____ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON: _____
- _____ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON: _____

FEES

_____ x	FINAL PLAT PROCESSING FEE (\$175 + (\$10 X 1 LOTS)	\$185.00
_____	WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
_____ x	EXCESS SEWER CAPACITY FEE (\$700 X 8.05 ACRES (LESS ANY AREA IN 100 YEAR FLOODPLAIN ONLY OR AREA IN GOLF COURSE)	\$5,635
_____	ACCELERATION/DECELERATION LANES ESCROW	\$ _____
_____	WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
_____	SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
_____	STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
_____	DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
_____	REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
_____	REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
_____ x	STREET SIGNS, LIGHTS, ETC. (\$150 X _____ SIGNS)	\$ _____
_____	SIDEWALK ESCROW	\$ _____
_____	STORM WATER FEE-IN-LIEU OF DETENTION (.40 X _____ (SF INCREASED IMPERVIOUS	\$ _____

AREA) (less any area in Reserve Area of 1/2 acre or more)

TOTAL FEE(S)

\$ _____

FINAL PROCESSING OF PLAT

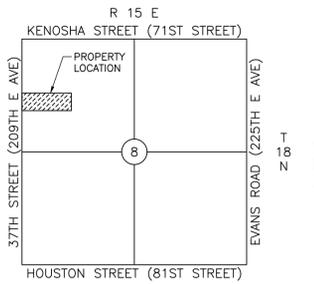
_____ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: _____

_____ FEES PAID ON: _____ IN THE AMOUNT OF: _____

_____ FINAL PLAT PICKED UP FOR RECORDATION ON: _____

_____ 2 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT

_____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT



SCALE: 1=2000'
LOCATION MAP

APPROVED _____ by the
City Council of the City of
Broken Arrow, Oklahoma

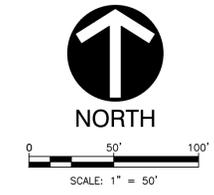
Mayor _____

Attest: City Clerk _____

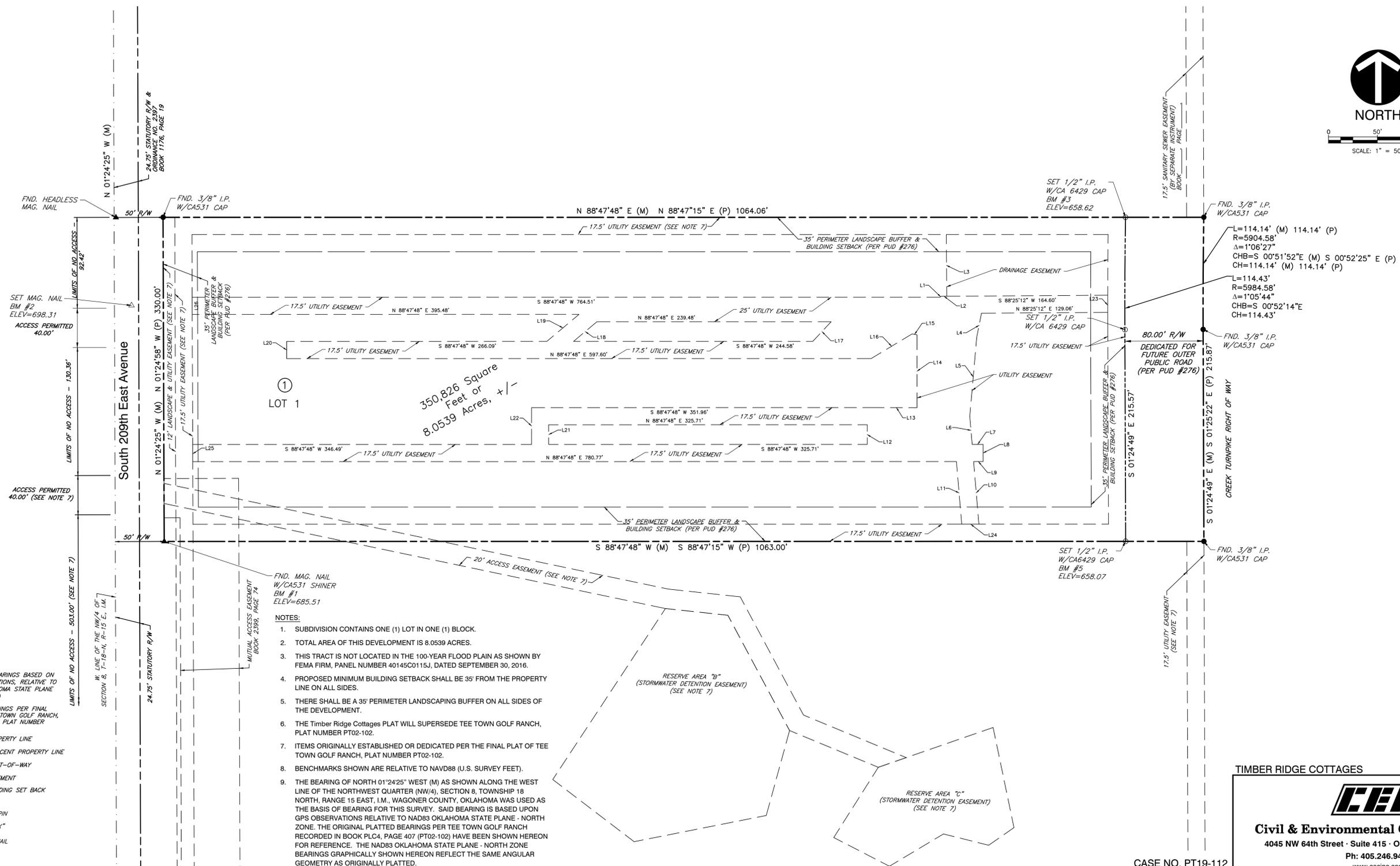
PUD-276
CONDITIONAL FINAL PLAT
OF
TIMBER RIDGE COTTAGES
A REPLAT OF A PORTION OF LOT 1, BLOCK 1, TEE TOWN GOLF RANCH,
BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

OWNER
DHTC DEVELOPMENT, LLC
A MISSOURI LIMITED LIABILITY COMPANY
CONTACT: RILEY SHANTZ
2144 E. REPUBLIC ROAD, SUITE B300
SPRINGFIELD, MO 65804
PHONE: (417) 234-7841

SURVEYOR
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
DARIN L. RAIBOURN, PLS NO. 1637
4045 NW 64TH STREET, SUITE 415
OKLAHOMA CITY, OK 73116
PHONE: (405) 246-9411
C.A. #6429 EXP. 06/30/20



Line #	Length	Direction
L1	1.714	S57°53'34"W
L2	5.488	S88°25'12"W
L3	62.891	S01°34'48"E
L4	25.081	N10°01'28"E
L5	80.676	N03°50'07"E
L6	28.675	N06°02'42"W
L7	11.265	S88°47'48"W
L8	17.500	N01°12'12"W
L9	9.782	N88°47'48"E
L10	64.034	N06°02'42"W
L11	64.034	S06°02'42"E
L12	20.000	S01°12'12"E
L13	42.104	S88°54'11"W
L14	74.087	S01°12'12"W
L15	5.082	S80°07'40"E
L16	48.869	N57°53'34"E
L17	27.466	S42°03'25"W
L18	31.182	N48°53'48"E
L19	42.874	S48°53'48"W
L20	17.500	S01°12'12"E
L21	20.000	N01°12'12"W
L22	37.500	S01°12'12"E
L23	17.500	S01°09'57"E
L24	17.563	S88°47'48"W
L25	17.500	N01°24'25"W
L26	17.500	N01°24'25"W



FND. MAG. NAIL
W/CA531 SHINER
BM #1
ELEV=685.51

- NOTES:**
- SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK.
 - TOTAL AREA OF THIS DEVELOPMENT IS 8.0539 ACRES.
 - THIS TRACT IS NOT LOCATED IN THE 100-YEAR FLOOD PLAIN AS SHOWN BY FEMA FIRM, PANEL NUMBER 40145C0115J, DATED SEPTEMBER 30, 2016.
 - PROPOSED MINIMUM BUILDING SETBACK SHALL BE 35' FROM THE PROPERTY LINE ON ALL SIDES.
 - THERE SHALL BE A 35' PERIMETER LANDSCAPING BUFFER ON ALL SIDES OF THE DEVELOPMENT.
 - THE Timber Ridge Cottages PLAT WILL SUPERSEDE TEE TOWN GOLF RANCH, PLAT NUMBER PT02-102.
 - ITEMS ORIGINALLY ESTABLISHED OR DEDICATED PER THE FINAL PLAT OF TEE TOWN GOLF RANCH, PLAT NUMBER PT02-102.
 - BENCHMARKS SHOWN ARE RELATIVE TO NAVD88 (U.S. SURVEY FEET).
 - THE BEARING OF NORTH 01°24'25" WEST (M) AS SHOWN ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW/4), SECTION 8, TOWNSHIP 18 NORTH, RANGE 15 EAST, I.M., WAGONER COUNTY, OKLAHOMA WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY. SAID BEARING IS BASED UPON GPS OBSERVATIONS RELATIVE TO NAD83 OKLAHOMA STATE PLANE - NORTH ZONE. THE ORIGINAL PLATTED BEARINGS PER TEE TOWN GOLF RANCH RECORDED IN BOOK PLC4, PAGE 407 (PT02-102) HAVE BEEN SHOWN HEREON FOR REFERENCE. THE NAD83 OKLAHOMA STATE PLANE - NORTH ZONE BEARINGS GRAPHICALLY SHOWN HEREON REFLECT THE SAME ANGULAR GEOMETRY AS ORIGINALLY PLATTED.

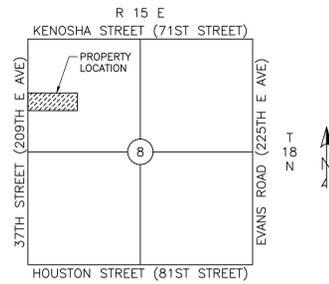
- LEGEND**
- (M) MEASURED BEARINGS BASED ON GPS OBSERVATIONS, RELATIVE TO NAD83 OKLAHOMA STATE PLANE (NORTH ZONE)
 - (P) PLATTED BEARINGS PER FINAL PLAT OF TEE TOWN GOLF RANCH, RECORDED AS PLAT NUMBER PT02-102.
 - EXISTING PROPERTY LINE
 - - - EXISTING ADJACENT PROPERTY LINE
 - - - EXISTING RIGHT-OF-WAY
 - - - EXISTING EASEMENT
 - - - EXISTING BUILDING SETBACK
 - SET IRON PIN
 - FOUND IRON PIN
 - ⊗ FOUND CUT "X"
 - ▲ FOUND MAG. NAIL
 - △ SET MAG. NAIL

P:\2019\19-112-245\Sump\Draw\19-112-245-01-Final Plat.mxd\FINAL PLAT 1 OF 2 15:06:29/2019 - dlmwml - L.P. 8/29/2019 9:33 AM

TIMBER RIDGE COTTAGES SHEET 1 OF 2

Civil & Environmental Consultants, Inc.
4045 NW 64th Street · Suite 415 · Oklahoma City, OK 73116
Ph: 405.246.9411
www.ceccinc.com C.A. #6429 EXP. 6/30/20

CASE NO. PT19-112



SCALE: 1=2000'
LOCATION MAP

APPROVED _____ / _____ / _____ by the
City Council of the City of
Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

PUD-276
CONDITIONAL FINAL PLAT
OF
TIMBER RIDGE COTTAGES
A REPLAT OF A PORTION OF LOT 1, BLOCK 1, TEE TOWN GOLF RANCH,
BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

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4045 NW 64TH STREET, SUITE 415
OKLAHOMA CITY, OK 73116
PHONE: (405) 246-9411
C.A. #6429 EXP. 06/30/20

OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

THAT DHTC DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT IS THE OWNER OF AND THE ONLY PERSONS, FIRM OR CORPORATION HAVING ANY RIGHT, TITLE, OR INTEREST IN AND TO THE LAND SHOWN ON THE ANNEXED PLAT OF TIMBER RIDGE COTTAGES, AN ADDITION TO THE CITY OF BROKEN ARROW, BEING A PART OF THE NORTHWEST QUARTER (NW/4), SECTION 8, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN MERIDIAN IN WAGONER COUNTY, OKLAHOMA, THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN ON SAID ANNEXED PLAT, WHICH SAID ANNEXED PLAT (CONSISTING OF ONE SHEET) REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN UNDER THE NAME OF TIMBER RIDGE COTTAGES, AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA.

THE UNDERSIGNED DO HEREBY FURTHER CERTIFY THAT THEY ARE THE OWNERS OF THE LAND AND THE ONLY COMPANY, CORPORATION, PARTNERSHIP, PERSON OR ENTITY HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND INCLUDED IN SAID ANNEXED PLAT, EXCEPT AS SET FORTH IN THE BONDED ABTRACTOR'S CERTIFICATE, AND DO HEREBY DEDICATE ALL STREETS AND EASEMENTS AS SHOWN ON SAID ANNEXED PLAT TO THE PUBLIC FOR USE AS PUBLIC STREETS, AND DRAINAGE AND UTILITY EASEMENTS FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS FOREVER AND SHALL CAUSE THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT TITLE IS CLEAR. ALL COMMON AREAS AND PRIVATE DRAINAGE EASEMENTS INCLUDING CHANNELS AND DETENTION PONDS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN.

LEGAL DESCRIPTION:

THE NORTH 330 FEET OF LOT ONE, BLOCK ONE OF TEE TOWN GOLF RANCH, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION EIGHT, TOWNSHIP EIGHTEEN NORTH, RANGE FIFTEEN EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

SAID DESCRIBED TRACT OF LAND CONTAINS AN AREA OF 350,826 SQUARE FEET OR 8.0539 ACRES, MORE OR LESS.

OUTLINE DEVELOPMENT PLAN:

TIMBER RIDGE COTTAGES PLANNED UNIT DEVELOPMENT (PUD) WILL BE A MULTI-FAMILY SENIOR HOUSING RESIDENTIAL DEVELOPMENT ON A TOTAL LOT AREA OF 8.05 ACRES AND IS CURRENTLY VACANT AND ZONED A-1.

TIMBER RIDGE COTTAGES IS APPROXIMATELY 1/4 MILE SOUTH OF KENOSHA (71ST ST.), ON THE EAST SIDE OF 209TH E. AVENUE AND WEST OF THE CREEK TURNPIKE, WITH EASY ACCESS TO THE TURNPIKE AND ACCESS TO LOCAL SHOPS AND STORES A QUARTER MILE NORTH OF THE PROPERTY.

TIMBER RIDGE COTTAGES IS A PROPOSED MULTI-FAMILY SENIOR HOUSING RESIDENTIAL DEVELOPMENT TO BE DEVELOPED BY DHTC DEVELOPMENT, LLC. DHTC AND ITS PRINCIPALS HAVE OVER 20 YEARS OF MULTI-FAMILY DEVELOPMENT EXPERIENCE. DHTC, IN COOPERATION WITH JM ASSETS, LP, THE CURRENT PROPERTY OWNER IS SUBMITTING THIS PUD APPLICATION. THIS PUD FOR 74 UNITS OF SENIOR MULTI-FAMILY HOUSING HAS EXCELLENT ACCESS FOR SENIORS TO SHOPPING (WAL-MART SUPER CENTER) VIA 209TH AND EASY ACCESS TO OTHER SERVICES WITH THE CLOSE PROXIMITY TO CREEK TURNPIKE AND KENOSHA STREET.

THIS DEVELOPMENT WITHIN THE PUD WILL BE SEPARATED BY A 35FT LANDSCAPE PERIMETER AROUND THE PROPERTY THAT WILL SERVE AS A BUFFER FROM THE CREEK TURNPIKE AS WELL AS THE PROPERTY TO THE NORTH AND SOUTH.

TIMBER RIDGE COTTAGES WILL PROVIDE QUALITY UNIVERSALLY DESIGNED HOUSING FOR SENIORS IN THE BROKEN ARROW COMMUNITY. THIS LOW DENSITY DEVELOPMENT WILL OFFER SENIORS OPTIONS FOR MAINTENANCE FREE LIVING WHILE PRESERVING GREEN SPACE. DHTC DEVELOPMENT HAS A PROVEN TRACK RECORD OF QUALITY DEVELOPMENT THAT WILL EXCEED THE MINIMUM REQUIREMENTS OF THE ZONING ORDINANCES.

DEVELOPMENT STANDARDS:

ALL PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE SHALL APPLY TO THIS PUD EXCEPT AS MODIFIED BELOW:

LAND AREA: 8.05 ACRES; 350,826 SQUARE FEET

PERMITTED USES: THE USES PERMITTED IN THE RM RESIDENTIAL MULTI-FAMILY DISTRICT, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

MAXIMUM NUMBER OF DWELLING UNITS: 74 TOTAL
-MULTI-FAMILY APARTMENT BUILDING (BUILDING A) - 1 STRUCTURE, 28 DWELLING UNITS
-DUPLEX (BUILDING B) - 3 STRUCTURES, 6 DWELLING UNITS
-4 PLEX (BUILDING C) - 10 STRUCTURES, 40 DWELLING UNITS

MAXIMUM UNIT INTENSITY:
-9.2 UNITS PER ACRE

MAXIMUM MULTI-FAMILY BUILDING LENGTH (BUILDING A):
-180 FEET

MAXIMUM BUILDING HEIGHT:

-MULTI-FAMILY APARTMENT BUILDING (BUILDING A) - 50 FEET
-DUPLEX (BUILDING B) OR 4 PLEX (BUILDING C) - 35 FEET

MINIMUM OFF-STREET PARKING:

-MULTI-FAMILY APARTMENT BUILDING (BUILDING A) - 1.5 SPACES PER UNIT
-DUPLEX (BUILDING B) OR 4 PLEX (BUILDING C) - 2 SPACES PER UNIT (ONE IN DRIVEWAY AND ONE IN GARAGE)

MINIMUM BUILDING SETBACKS AND BUFFERS:

- 35 FOOT PERIMETER LANDSCAPE BUFFER/BUILDING SETBACK ON ALL 4 SIDES OF DEVELOPMENT WITH THE EXCEPTION OF TWO ENTRANCES WITH SIDEWALKS ON THE WEST SIDE TO S. 209TH AVE. AND ONE FUTURE ENTRANCE ONTO THE FUTURE OUTER ROAD ON THE EAST.
- EXISTING PARKING FACILITY FOR SOUTH NEIGHBOR MAY REMAIN IN CURRENT LOCATION WHICH IS WITHIN THE 35 FOOT LANDSCAPING BUFFER AS SHOWN ON THE PUD PLAN.
- INTERNAL 4 PLEX/DUPLEX SEPARATION SHALL BE A MINIMUM OF 10 FOOT.
- MISCELLANEOUS SITE UTILITIES (SANITARY SEWER LIFT STATIONS, TRANSFORMERS, FIBER PULL BOXES, TELEPHONE PEDESTALS, AND OTHER UTILITIES AS NECESSARY) MAY BE PLACED WITHIN THE PERIMETER LANDSCAPE BUFFER AS NEEDED. IN ADDITION, APPROPRIATE SCREENING FOR THESE ITEMS WILL BE PROVIDED AS NECESSARY AND SHALL BE APPROVED BY THE CITY.
- MINIMUM DISTANCE BETWEEN BUILDINGS: 10 FEET

LANDSCAPING:

NO MODIFICATIONS

SCREENING:

DUE TO THE LACK OF ADJACENT DEVELOPMENT AND THE DESIRE TO HAVE THIS DEVELOPMENT BLEND INTO THE LOCATION, NO SCREENING DEVICES SHALL BE REQUIRED.

SIGNS:

AS PERMITTED AND REGULATED BY CHAPTER 5, SECTION 5.7 SIGNS FOR USES PERMITTED IN THIS PUD. MONUMENT SIGN TO BE MAXIMUM OF 64 SQUARE FEET OF SIGN SURFACE AREA AND 8 FEET IN HEIGHT. ALL SIGNS SHALL BE LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENTS BUT MAY BE PLACED WITHIN THE 35 FOOT PERIMETER LANDSCAPE BUFFER.

LIGHTING:

NO MODIFICATIONS

BUILDING FACADES:

BUILDING FACADES SHALL MEET THE ZONING ORDINANCE AS REQUIRED AND REGULATED BY CHAPTER 5, SECTION 5.5 MULTI-FAMILY RESIDENTIAL BUILDING DESIGN STANDARDS. THE FOLLOWING MODIFICATIONS FOR BUILDING A SHALL APPLY:

-IN SECTION 5.5.C.2.A. THE FOLLOWING SHALL APPLY AND IS ALSO ILLUSTRATED IN EXHIBIT A1.1. THE MAXIMUM LENGTH OF ANY MULTI-FAMILY BUILDING SHALL BE 180'-0"

-IN SECTION 5.5.C.2.B. THE FOLLOWING SHALL APPLY AND IS ALSO ILLUSTRATED IN EXHIBIT A1.1. EACH FAÇADE GREATER THAT FIFTY FEET (50') IN LENGTH, MEASURED HORIZONTALLY SHALL INCORPORATE WALL PLANE PROJECTIONS OR RECESSES HAVING A DEPTH OF AT LEAST 6'-0" AND EXTENDING AT LEAST (20%) OF THE LENGTH OF THE FAÇADE. NO UNINTERRUPTED LENGTH OF ANY FAÇADE SHALL EXCEED SEVENTY HORIZONTAL FEET (70').

-IN SECTION 5.5.C.4.C. EXTERIOR BUILDING MATERIAL, AT LEAST SIXTY PERCENT (60%) OF THE EXTERIOR OF THE BUILDING, EXCLUDING DOORS AND WINDOWS, SHALL BE CONSTRUCTED OF BUT NOT LIMITED TO MASONRY, CONCRETE PANELS, EXTERIOR INSULATED FINISHED SYSTEMS, AND/OR STUCCO. IN ADDITION, FORTY PERCENT (40%) OF THE NORTH, EAST, AND SOUTH FACING FAÇADES AND TWENTY PERCENT (20%) OF THE WEST FACING FAÇADE SHALL BE CONSTRUCTED OF NATURAL BRICK OR MASONRY ROCK.

ACCESS:

-TWO PRIVATE STREETS ACCESSING S. 209TH AVE AS SHOWN PER THE PUD PLAN. THE DISTANCE BETWEEN THE CENTERLINES OF THESE DRIVES HAS BEEN REDUCED FROM THE CITY STANDARD 250' TO APPROXIMATELY 170'.

-ONE FUTURE CONNECTION OF A PRIVATE STREET TO THE FUTURE OUTER ROAD. THIS DEVELOPMENT SHALL NOT BE REQUIRED TO CONSTRUCT THE FUTURE DRIVE TO THE FUTURE OUTER ROAD UNLESS THEY SO DESIRE.

ENVIRONMENTAL ANALYSIS:

TOPOGRAPHY:

THE SITE GENERALLY SLOPES FROM WEST TO EAST AS SHOWN BY THE TOPOGRAPHIC FEATURES ON THE PUD PLAN.

STORM WATER:

STORM WATER WILL BE CONVEYED THROUGH THE PROPERTY VIA CURB AND GUTTER AND A PRIVATE STORM SEWER NETWORK OF PIPES AND STRUCTURES. DETENTION WILL BE PROVIDED IN THE NORTHEAST CORNER OF THE SITE AS SHOWN ON THE PUD PLAN.

UTILITIES:

- WATER
 - THERE IS AN EXISTING WAGONER COUNTY RURAL WATER DISTRICT #4 24" WATERMAIN ALONG S. 209TH AVE. THIS DEVELOPMENT WILL TAP ONTO THAT LINE FOR WATER SERVICE AND WILL EXTEND THROUGHOUT THE SITE WITH APPROPRIATE SIZE OF PRIVATE WATERLINES.
- SANITARY SEWER
 - ONE PUMP STATION WILL BE INSTALLED TO CONVEY THE SEWAGE FLOW FROM THIS DEVELOPMENT TO THE PUBLIC SEWER MAIN ON KENOSHA TO THE NORTH. THIS PUMP STATION MAY BE PLACED IN A LOCATION ON THIS PROJECTS PROPERTY OR A NEIGHBORING PROPERTY TO SERVE THIS DEVELOPMENT AND POTENTIALLY SURROUNDING DEVELOPMENTS VIA A PRIVATE AGREEMENT. THE PUMP STATION MAY BE PLACED WITHIN THE 35 FOOT PERIMETER LANDSCAPE BUFFER OF THIS PROJECT GIVEN THAT ALL ABOVE GROUND FEATURES OF THE PUMP STATION BE SCREENED ADEQUATELY.
- ELECTRIC, NATURAL GAS, OTHER PRIVATE UTILITIES
 - THESE UTILITIES MAY BE EXTENDED INTO THE SITE TO SERVE THIS DEVELOPMENT.

ZONING:

THE SITE IS CURRENTLY ZONED A-1 AND IS REQUESTED TO BE REZONED TO RM (RESIDENTIAL MULTI-FAMILY) ALONG WITH THIS PUD PLAN. THE SURROUNDING ZONINGS ARE SHOWN ON THE PUD PLAN.

PLATTING

THE PROJECTS LOT HAS BEEN SUBDIVIDED IN ACCORD WITH BROKEN ARROW SUBDIVISION CODE. ITS LEGAL DESCRIPTION IS ATTACHED AS EXHIBIT C.

SITE PLAN REVIEW

NO BUILDING PERMIT SHALL BE ISSUED FOR ANY BUILDING OR SIGN TO BE CONSTRUCTED WITHIN THIS DEVELOPMENT UNTIL A SITE PLAN AND DETAIL SIGN PLAN HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW IN ACCORD WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND THE PROVISIONS OF THE BROKEN ARROW ZONING CODE.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS _____ DAY OF _____, 2019.

DHTC DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY,

BY: _____
RILEY SHANTZ
MANAGING MEMBER

STATE OF OKLAHOMA)
) SS
COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2019, PERSONALLY APPEARED RILEY SHANTZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED, AS MANAGING MEMBER OF DHTC DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE FREE AND VOLUNTARY ACT AND DEED OF HIMSELF AND AS THE FREE AND VOLUNTARY ACT AND DEED.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LICENSED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, DARIN L. RAIBOURN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR WITHIN THE STATE OF OKLAHOMA, AND THE ANNEXED PLAT OF TIMBER RIDGE COTTAGES, AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA, CONSISTING OF ONE (1) SHEET, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THIS _____ DAY OF _____, 2019.

THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; AND SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 (ELEVEN) SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

DARIN L. RAIBOURN
PROFESSIONAL LAND SURVEYOR #1637

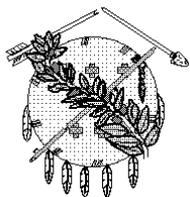
STATE OF OKLAHOMA)
) SS
COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2019, PERSONALLY APPEARED DARIN L. RAIBOURN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED AS A LICENSE PROFESSIONAL LAND SURVEYOR THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC





City of Broken Arrow

Request for Action

File #: 19-1204, **Version:** 1

Broken Arrow City Council
Meeting of: 10-01-2019

Title:

Approval of PT19-114, Conditional Final Plat, Bentley Row, a re-subdivision of Lots 6 thru 10 Block 6, Homestead Addition and Lots 4 and 5, Block 51 Original Town of Broken Arrow, 0.56 acres, 7 Lots, R-2 (Single-Family Residential), one-eighth mile west of Elm Place (161st East Avenue), one-quarter mile north of Houston Street (81st Street)

Background:

Be PT19-114, the conditional final plat for Bentley Row, contains 0.56 acres and is proposed to be developed as seven lots containing row houses. This property, one-eighth mile west of Elm Place (161st East Avenue), one-quarter mile north of Houston Street (81st Street), is zoned R-2, single-family residential, and Area 1 of the Downtown Residential Overlay District.

This property is currently being used for single-family purposes and was originally platted in Tulsa County as Lots 6 thru 10, Block 6, Homestead Addition and Lots 4 and 5, Block 51 Original Town of Broken Arrow. Due to the property being previously platted and all utilities being in place, a preliminary plat was not required for this development. The row house building form is permitted in Area 1 of the DROD.

According to the FEMA maps, none of this property is located in the 100-year floodplain. Water and sanitary sewer to this development will be available from City of Broken Arrow. This site is classified as a required on-site detention site. A detention area is proposed on the northeast corner of the development.

The Technical Advisory Committee (TAC) recommended approval of PT19-114 in the meeting held September 10, 2019. In their meeting of September 12, 2019, the Planning Commission recommended approval (3-0 vote) of PT19-114 subject to the checklist, as recommended by TAC and Staff.

Cost: \$0

Funding Source: Source

Requested By: Larry R. Curtis, Community Development Director

Approved By: City Manager Office

Attachments: Published Planning Commission Factsheet
Checklist
Conditional Final Plat and Covenants

Recommendation:

Approve PT19-114, the conditional final plat for Bentley Row as recommended by TAC, Planning Commission and Staff.

Broken Arrow Planning Commission
09-12-2019

To: Chairman and Commission Members
From: Development Services Department
Title:
..title

Approval of PT19-114, Conditional Final Plat, Bentley Row, a re-subdivision of Lots 6 thru 10 Block 6, Homestead Addition and Lots 4 and 5, Block 51 Original Town of Broken Arrow, 0.56 acres, 7 Lots, R-2 (Single-Family Residential), one-eighth mile west of Elm Place (161st East Avenue), one-quarter mile north of Houston Street (81st Street)

..End

Background:

Applicant: JR Donelson, Inc.
Owner: Born Again Restored, LLC
Developer: Born Again Restored, LLC
Engineer: JR Donelson, Inc.
Location: One-eighth mile west of Elm Place (161st East Avenue), one-quarter mile north of Houston Street (81st Street)
Size of Tract 0.56 acres
Number of Lots: 7 proposed
Present Zoning: R-2 (Single-Family Residential)
Comp Plan: Level 2 (Urban Residential) and DROD Area 1

PT19-114, the conditional final plat for Bentley Row, contains 0.56 acres and is proposed to be developed as seven lots containing row houses. This property, one-eighth mile west of Elm Place (161st East Avenue), one-quarter mile north of Houston Street (81st Street), is zoned R-2, single-family residential, and Area 1 of the Downtown Residential Overlay District.

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Attachments: Checklist
Conditional Final Plat and Covenants

Recommendation:

Staff recommends PT19-114, conditional final plat for Bentley Row be approved, subject to the attached checklist.

Reviewed and Approved By: Larry R. Curtis

ALY

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PRELIMINARY PLAT: Bentley Row
CASE NUMBER: PT19-114
RELATED CASE NUMBERS: N/A
COUNTY: Tulsa
SECTION/TOWNSHIP/RANGE: 11-18-14
GENERAL LOCATION: 422 W El Paso Street
CURRENT ZONING: R-2
SANITARY SEWER BASIN: Haikey Creek
STORM WATER DRAINAGE BASIN: Haikey Creek

ENGINEER: JR Donelson
ENGINEER ADDRESS: 12820 S Memorial #100
Bixby, OK 74008

ENGINEER PHONE NUMBER: 918-394-3030

DEVELOPER: Born Again Restored, LLC (Nick Parker)
DEVELOPER ADDRESS: 924 S Main Street
Broken Arrow, OK 74012

DEVELOPER PHONE NUMBER: 918-280-8222

PRELIMINARY PLAT NOT REQUIRED

APPLICATION MADE:
TOTAL ACREAGE:
NUMBER OF LOTS:
TAC MEETING DATE:
PLANNING COMMISSION MEETING DATE:

CONDITIONAL FINAL PLAT

NAME OF CONDITIONAL FINAL PLAT: 8-19-19
APPLICATION MADE: 8-19-19
TOTAL ACREAGE: 0.56
NUMBER OF LOTS: 7
TAC MEETING DATE: 9-10-19
PLANNING COMMISSION MEETING DATE: 9-12-19
CITY COUNCIL MEETING DATE: 10-1-19
COMMENTS:

1. Add addresses as assigned by the City of Broken Arrow.
2. Remove existing lot lines and text referenced on the plan.
3. Provide Plat numbers by which the right-of-way has been dedicated.
4. In section 1.C identify the maintenance of Reserve A as the responsibility of the 'property owner'.
5. Include the 10-foot utility easement between Lots 3 and 4 as part of Reserve A or place it in a separate reserve area.
6. The conditional final plat and the "no exceptions taken" engineering drawing must agree with respect to Limits of Access and No Access, easement both internal and external, reserve area, traffic control medians, street layouts, rights-of-way, etc. Please provide a written statement (e-mail statement is acceptable) that the conditional final plat agrees with the "no exceptions taken" engineering plans.
7. Finished floor elevations (FFE) shall be shown for each lot on the Final Plat along with identification of lots requiring backflow preventers.
8. Show monuments on plat.
9. Place case number (PT19-114) in lower right corner of plat.
10. The last line of the property description references "Recorded Plats". If plats do exist, indicate the plat book and page numbers and supply an electronic copy of same. If plats do not exist, reword to reflect legal source of records.
11. Revise the scale of 1" = 20' and scale bar to agree with plan scale.
12. The NW corner of plan shows a 30' R/W clearance, revise to show the 10' alley R/W.

13. _____ Remove the 30' R/W dimension found in the SE corner, as it is an adjoining property line.
14. _____ Adjust the arrow heads for the "10' B/L & U/E" found on the N & W sides to point to appropriate lines.
15. _____ Define existing development to the NE by adding property line and "BLOCK 51, BROKEN ARROW, ORIGINAL TOWNSHIP".
16. _____ Define existing development to the SE by adding property line and "BLOCK 63, BROKEN ARROW, ORIGINAL TOWNSHIP".
17. _____ Shift "CL W. EL PASO ST." to the north, just under the shown street centerline.
18. _____ Section I, Item E. Reserve "A": Expand scope to cover utility and detention easement provisions.
19. _____ Correct Note 1 to reflect that this site requires on-site detention as stated in the detention determination letter DD-072919-17.

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

- _____ NATURAL GAS COMPANY APPROVAL
 _____ ELECTRIC COMPANY APPROVAL
 _____ TELEPHONE COMPANY APPROVAL
 _____ CABLE COMPANY APPROVAL

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

- _____ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH
 _____ OKLAHOMA CORPORATION COMMISSION, 405-521-2271

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

- _____ STORMWATER PLANS, ACCEPTED ON:
 _____ PAVING PLANS, ACCEPTED ON:
 _____ WATER PLANS, ACCEPTED ON:
 _____ SANITARY SEWER PLANS, ACCEPTED ON:
 _____ SEWAGE DISPOSAL PLANS, SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON:
 _____ WATER PLANS SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
 _____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____
 _____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
 _____ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____

PLANNING DEPARTMENT APPROVAL

- _____ ADDRESSES REVIEWED AND APPROVED?
 _____ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?
 _____ PLANNING DEPARTMENT REVIEW COMPLETE ON:
 _____ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:
 _____ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON:

FEES

- | | |
|---|----------|
| _____ FINAL PLAT PROCESSING FEE (\$175 + (\$10 X _____ LOTS) | \$ _____ |
| _____ WATER LINE (S) UNDER PAYBACK CONTRACT | \$ _____ |
| _____ EXCESS SEWER CAPACITY FEE (\$700 X _____ ACRES
<small>(LESS ANY AREA IN 100 YEAR FLOODPLAIN ONLY OR AREA IN GOLF COURSE)</small>) | \$ _____ |
| _____ ACCELERATION/DECELERATION LANES ESCROW | \$ _____ |
| _____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS | \$ _____ |
| _____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS | \$ _____ |
| _____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS | \$ _____ |
| _____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST | \$ _____ |
| _____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON. | \$ _____ |
| _____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON. | \$ _____ |
| _____ STREET SIGNS, LIGHTS, ETC. (\$150 X _____ SIGNS) | \$ _____ |

____ SIDEWALK ESCROW \$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION (.40 X _____ (SF INCREASED IMPERVIOUS \$ _____
AREA) (less any area in Reserve Area of 1/2 acre or more)
TOTAL FEE(S) \$ _____

FINAL PROCESSING OF PLAT

____ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: _____
____ FEES PAID ON: _____ IN THE AMOUNT OF: _____
____ FINAL PLAT PICKED UP FOR RECORDATION ON: _____
____ 2 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT
____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

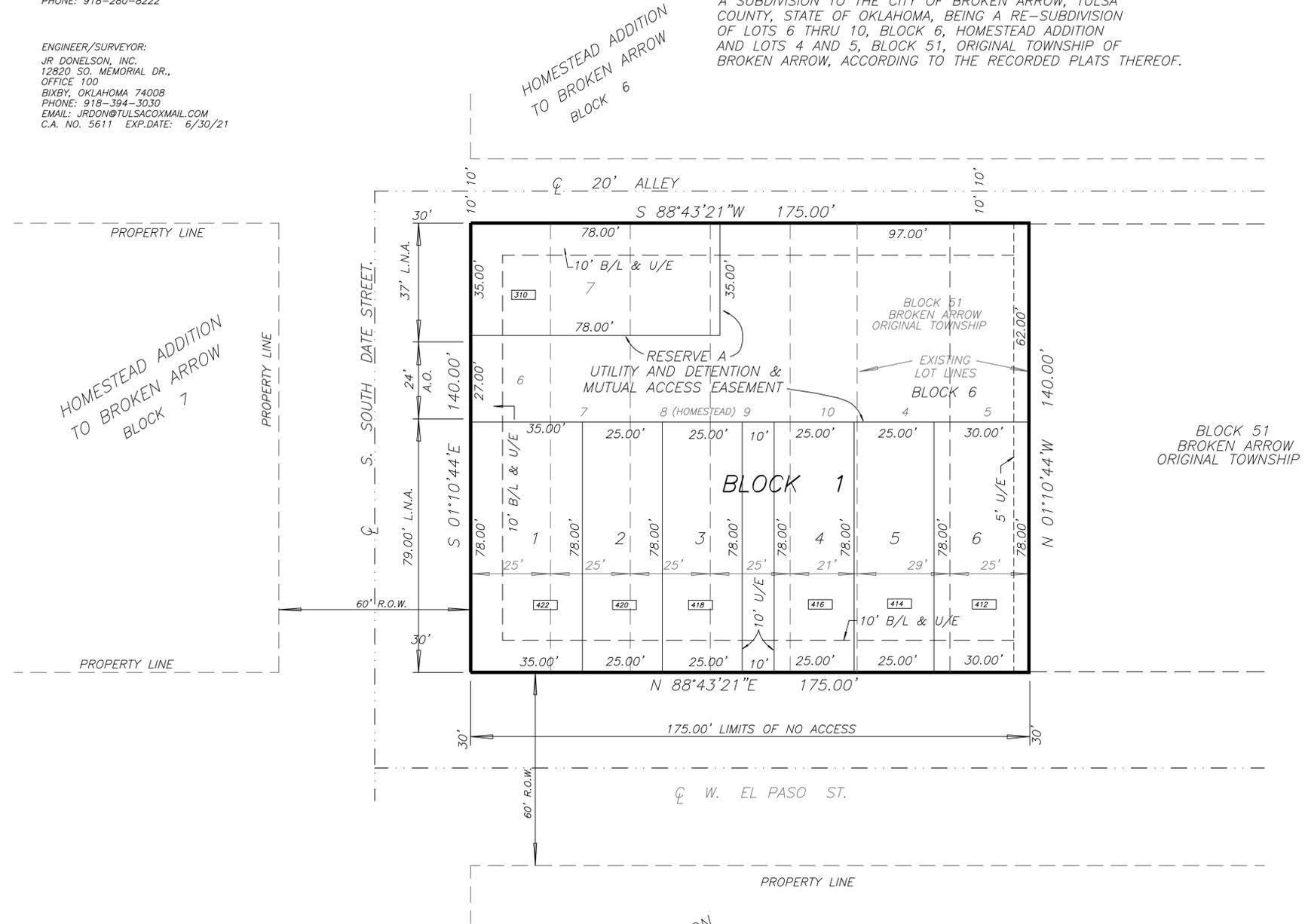
OWNER:
 BORN AGAIN RESTORED, LLC
 CONTACT: NICK PARKER
 924 S. MAIN ST.
 BROKEN ARROW, OKLAHOMA 74012
 PHONE: 918-280-8222

ENGINEER/SURVEYOR:
 JR DONELSON, INC.
 12820 SO. MEMORIAL DR.,
 OFFICE 100
 BIXBY, OKLAHOMA 74008
 PHONE: 918-394-3030
 EMAIL: JRDON@TULSACOXMAIL.COM
 C.A. NO. 5611 EXP. DATE: 6/30/21

BENTLEY ROW

A SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, BEING A RE-SUBDIVISION OF LOTS 6 THRU 10, BLOCK 6, HOMESTEAD ADDITION AND LOTS 4 AND 5, BLOCK 51, ORIGINAL TOWNSHIP OF BROKEN ARROW, ACCORDING TO THE RECORDED PLATS THEREOF.

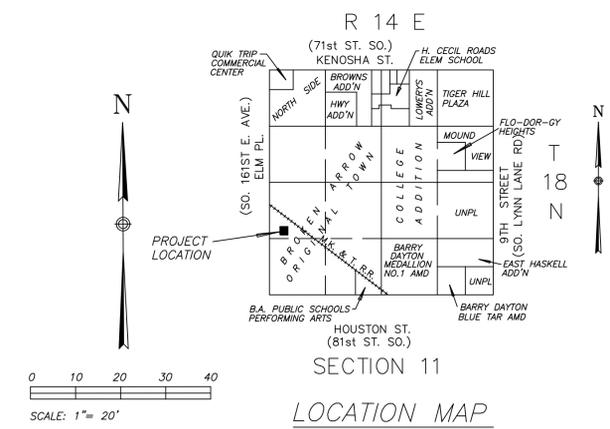
APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.
 Mayor _____
 Attest: City Clerk _____



HOMESTEAD ADDITION TO BROKEN ARROW BLOCK 7

HOMESTEAD ADDITION TO BROKEN ARROW BLOCK 6

HOMESTEAD ADDITION TO BROKEN ARROW BLOCK 9



LOT DATA

AREA:	24,500 SF	0.5624 ACRES
DATE:	8/15/2019	
NO. LOTS:	7	
NO. BLOCKS:	1	

- NOTES:
1. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY FEE-IN-LIEU OF DETENTION DETERMINATION #DD-072919-17, PROPOSED INCREASED IMPERVIOUS AREA FOR THIS SITE IS 13,350 SQUARE FEET.
 2. THE BASIS OF BEARINGS FOR THE SURVEY THEREON IS THE SOUTH LINE OF BLOCK 6, HOMESTEAD ADDITION, BEING N88°43'21"E
 3. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
 4. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW AND WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN LIEU OF LEGAL DESCRIPTIONS.
 5. 3/8" IRON PINS, WERE SET AT ALL PROPERTY CORNERS.

LEGEND

U/E	UTILITY EASEMENT
B/L	BUILDING LINE
A.O.	ACCESS OPENING
L.N.A.	LIMITS OF NO ACCESS
BLDG	BUILDING
R.O.W.	RIGHT OF WAY
[7807]	ADDRESS
⊕	CENTERLINE

STATE OF OKLAHOMA }
 COUNTY OF TULSA } SS
 I, _____, Tulsa County Clerk, in and for the County and State of Oklahoma above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.
 Dated the ____ day of _____
 Tulsa County Clerk
 Deputy _____

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
BENTLEY ROW

KNOW ALL MEN BY THESE PRESENTS:

NOW THEREFORE, the Undersigned, Born Again Restored, LLC, an Oklahoma Limited Liability Company, being the owner in fee simple of the real estate and being situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, and described as follows:

A Replat of Lots 4 and 5, Block 51, BROKEN ARROW ORIGINAL TOWN, and Lots 6 thru 10, Block 6, Homestead Addition to the City of Broken Arrow, Oklahoma.

and the Undersigned Owner has caused the described realty to be surveyed, staked, platted and subdivided into lots, blocks and streets in conformity with the accompanying plat and have designated the same as "BENTLEY ROW", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma. The Undersigned Owner dedicates, grants, donates, and conveys to the public the streets as shown on this plat and do hereby guarantee clear title to all land that is dedicated for the purpose of providing an orderly development of the entire tract.

Born Again Restored, L.L.C." shall be referred to in this Deed of Dedication as "Owner\Developer".

"Successors" shall be referred to in this Deed of Dedication as "Property Owners Association".

SECTION I. PUBLIC COVENANTS

Now, therefore, the Undersigned Owner\Developer, hereby dedicates, grants, donates and conveys to the public the streets rights-of-way depicted on the accompanying plat and do hereby guarantee clear title to all land that is so dedicated. The Owner/Developer does further dedicate for the public use the easements and rights of way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm and sanitary sewers, telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights of way for the uses and purposes aforesaid; provided, however that the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines together with the right of ingress and egress over, across and along all of the utility easement areas as shown on the plat for the purpose of furnishing services to the area included within the plat.

The Undersigned Owner\Developer does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the City of Broken Arrow and approved by the Broken Arrow Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Broken Arrow, Oklahoma or its successors and the owners of each lot agrees to be bound thereby.

FURTHER, the Owner\Developer, for the purpose of providing and orderly development of the property above-described, (hereinafter referred to as "BENTLEY ROW", and for the purpose of ensuring adequate restrictions for the mutual benefit of the undersigned Owner\Developer, its successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the lots within "BENTLEY ROW".

A. Water and Sewer Service

In connection with the provisions for water and sanitary sewer services, all of the Lots in "BENTLEY ROW" are subject to the following covenants and restrictions, to-wit:

1. The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located in their lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main, or storm water. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.
2. The City of Broken Arrow, or its successors, will be responsible for ordinary maintenance of public water main, or public sanitary sewer main, but the owner of each lot will pay for damage or relocation of such facilities cause or necessitated by acts of the owner or his agents or contractors.
3. The City of Broken Arrow or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.
4. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or its successors, and the owner of each lot agrees to be bound hereby.
5. All water and sanitary sewer lines shall be maintained in good repair by the utility contractor in accordance with the terms and conditions of the Maintenance Bond of which the City of Broken Arrow is the beneficiary. If any repair issues arise, the Developer shall assist the City of Broken Arrow in coordination and facilitation with the appropriate contractor.

6. Waterlines less than 4" in diameter and sanitary sewer lines less than 8" in diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the property owners served by said service lines.

B. Electric, Telephone, Cable Television and Natural Gas Service.

In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

1. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the North line of the subdivision. Street light poles or standards may be served by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground, in the easement ways dedicated for the general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.
2. Except to houses on lots described in paragraph "A" above, which may be served from overhead electric service lines, telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot; provided that upon the installation of such service cable or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.
4. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television and natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner or its agents or contractors.
5. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, and the owner of each lot agrees to be bound hereby.

C. The Undersigned Owner\Developer will do the following:

Sidewalks shall be constructed at the time of construction of the lot improvements.

D. Paving and Landscaping Within Easements.

The owner of a lot shall be responsible for repair of damage to the property-permitted landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

E. Reserve 'A'.

Reserve 'A' will be used for parking by the owners and their guest. Landscaping of Reserve 'A' will be permitted. Maintenance of Reserve 'A' will be the responsibility of the Property Owners Association.

SECTION II.
PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purposes of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Architectural Design Committee - Plan Review

1. No building, improvements, concrete driveway, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by the Owner/Developer or his successors, which are hereinafter referred to as the "Architectural Design Committee". For each building, the required plans and specifications shall be submitted in duplicate, and include a site plan with drainage concept, floor plan, exterior elevations, exterior materials. In the event the Architectural Design Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 14 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Design Committee shall not be required and this covenant shall be deemed to have been fully complied with.
2. The Architectural Design Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Design Committee shall not be liable for any approval, disapproval or failure to approve hereunder and its approval of building plans shall not constitute a warranty of responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.
3. The Architectural Design Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting and other landscape design items to promote compatibility and conformity within the Subdivision. The Architectural Design Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the Architectural Design Committee to be incompatible with the overall landscape design standards of "The Oaks off Main."
4. The powers and duties of the Architectural Design Committee shall, on the 1st day of January, 2020, be deemed transferred to the homeowners' association provided for in Section IV., or upon written assignment to the homeowners' association by the Architectural Design Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.
5. The Architectural Design Committee reserves the right in their sole discretion and without joinder of any owner at any time so long as 322 COMMERCIAL, L.L.C., is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as Architectural Design Committee and filed in the County Clerk's office in the Courthouse of Tulsa County, Oklahoma.

B. Floor Area of Dwelling

1. Two Bedroom. If a dwelling has two bedrooms the Minimum Square Footage required shall be 1207 square feet of finished heated living area.
2. Three Bedroom. If a dwelling has three bedrooms the Minimum Square Footage required shall be 1850 square feet of finished heated living area.
3. Four Bedroom. If a dwelling has four bedrooms the Minimum Square Footage required shall be 2000 square feet of finished heated living area.
4. Computation of Living Area. The computation of living area shall not include any basement, garage, or attic area used for storage. All living area measurements shall be taken to outside of frame line.

C. Garages / Driveways

Each dwelling shall maintain a two car garage able to occupy two vehicles. Damaged garage doors must be repaired or replaced and painted with an approved color. Glass is Prohibited in garage doors.

D. Masonry

1. Two Story Units. First and Second floors are to be Brick. Siding Prohibited. Over the Two (2) car garage approved siding is allowed. Siding must be primed and painted in color harmony with the brick. Colors must be approved by the Developer.
2. Three Story Units. First, Second and Third floors are to be Brick. Siding Prohibited. Over the Two (2) car garage approved siding is allowed. Siding must be primed and painted in color harmony with the brick. Colors must be approved by the Developer.

E. Windows

1. Vinyl or Metal frames either anodized or electrostatically painted in color harmony with the exterior brick. Wood windows are Prohibited.
2. Window Coverings: Temporary, non-window covering materials, banners, flags, decals are Prohibited for use as a window coverings or displays in Windows.

F. Siding

Steel, Aluminum and Plastic siding Prohibited.

G. Recreation Vehicles / Trailers

Boats, RV's, Semi's and Trailers are Prohibited.

H. Inoperative Vehicles

Inoperable Vehicles of any kind are Prohibited in all areas, including the Reserve Area, Alley and Street Parking.

I. On-site Construction

No existing or off-site built structure shall be moved onto or placed on any lot.

J. Outbuildings

Detached Structures and Storage Buildings are Prohibited.

K. Fencing

1. Fencing shall be in accordance with the City of Broken Arrow Zoning Code. Interior fencing or walls are Prohibited.

L. Antennas

Exterior television, CB Radio or other type of antenna are Prohibited.

M. Satellite Dishes

Satellite dishes cannot be placed in areas visible from the street.

N. Grills and Outdoor fireplaces

Burning/Grilling or storage of these items are prohibited at the "covered porch" and "Balconies" or anywhere within 15 feet of a structure.

SECTION IV. SURFACE DRAINAGE

O. Lot Maintenance

Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis.

P. Trash Containers

Trash receptacles or containers, except during periods of collection, are prohibited at curbside or outside of the garage doors for a period of more than 24 hours. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

Q. Mailboxes

Mailboxes shall be Brick only.

R. Animals

No animals, livestock or poultry are prohibited of any kind may be maintained, bred, sold or kept except that two dogs, two cats or other household pets may be kept provided that they are not used for commercial purposes.

S. Noxious Activity

No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

T. Signage

Flags, Banners, For Sale or Lease Signs must be approved by the Developer before placing or installing where visible from the street.

U. Outside Storage and Materials

No lot shall be used for the storage of construction materials for a period of greater than 30 days prior to the start of construction and all construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly manner. Once construction and landscaping is completed, no outside storage is permitted.

V. Landscaping

1. All open lot areas shall be sodded and the front of each residence professionally landscaped within 30 days of completion of home. Plant material shall be sufficient in size, quantity and spacing to achieve a full foundation planting across the entire front elevation of the home.
2. The use of artificial or manmade plant material is prohibited. Without the approval of the Owner/Developer, ornamental landscape design items or prohibited, seasonal and holiday exterior decorations may be used if timely and seasonally displayed. Other types of ornamental landscape design items may be permitted with pre-approval of the Owner/Developer.

W. The owner\developers of 'BENTLEY ROW' reserve the right in their sole discretion and without joinder of any owner at any time so long as it is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above Section II covenants and restrictions by instrument duly executed and acknowledged by them as developers and filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma.

X. Enforcement: Enforcement to restrain violation of the covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate any covenant herein, and may be brought by the Owner or Owners of any lot or having any interest therein, whether acting jointly or severally. The owner\developer or "THE OAKS OFF MAIN" Property Owners Association, Inc. shall not be obligated to enforce any covenant or restriction through legal proceedings.

SECTION III. PROPERTY OWNERS ASSOCIATION

A. Property Owners Association: Born Again Restored, L.L.C., has formed THE BENTLEY ROW PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), a non-profit entity established pursuant to the Business Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the common open areas, including Reserve "A" and the alley along the north property line of "BENTLEY ROW". The creation of this Association shall be completed at the sole discretion of the Born Again Restored, L.L.C. However, the same shall be no later than the last day of construction of the last home in "BENTLEY ROW". The Property Owners Association will require each dwelling owner to purchase home/property insurance for the dwelling on the lot in "BENTLEY ROW" for loss and replacement of the dwelling unit in the event it is damaged or destroyed.

B. Membership: A lot owner becomes a member at closing and that lot and house has been sold and occupied, the Owner therefore becomes a member of THE BENTLEY ROW PROPERTY OWNERS ASSOCIATION, INC. and membership shall be appurtenant to and may not be separated from the ownership of a lot or portion thereof. The acceptance of a deed to a lot by the home owner shall constitute acceptance of the Association as of the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.

C. Covenant for assessments: The homeowner, and each subsequent owner of a lot or portion thereof, by acceptance of a deed therefore, is deemed to covenant and agree to pay the Association an annual assessment as established by the board of directors. No vacant lot will be assessed, unless through a written consent of the owner. Annual assessment rates shall be established each year by the assent of 51% of the Lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorney's fees shall be continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment.

D. Payment of Assessments. Each lot owner by acceptance of a deed to a lot or lots, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association, Except for the Owner\Developer; (a) initial assessments; (b) monthly, quarterly or annual maintenance assessments; and (c) special assessments for capital improvements. Such assessments shall be established and collected as determined by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, should be charged on each lot and shall be a continuing lien upon the lot against which the assessment is made. Each assessment, together with interest, cost and reasonable attorneys' fees, shall be the personal obligation of the owners of the lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass through the successors-in-title unless expressly assumed by them. The Association shall fix the regular monthly, quarterly or annual assessments according to the provisions of the By-Laws and Certificate of Incorporation of the Association. In addition to the regular monthly, quarterly or annual assessments, authorized above, the Association may levy, in any assessment period, a special assessment applicable to the period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repairs or replacement of a capital improvement.

E. Delinquent Assessments. Any assessment which is not paid when due shall be delinquent and shall constitute a lien on the lot against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest per annum as set by the Board Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against the lot, or both, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of such owner's lot.

F. Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the lot from the lien for assessments thereafter becoming due.

SECTION IV. ENFORCEMENT, AMENDMENT, ETC.

A. Duration, Amendment and Severability.

1. Duration. These restrictions shall remain in full force and effect until January 1, 2030, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the owners of two-thirds (2/3) of the lots in "BENTLEY ROW". Provided, however, so long as the Owner\Developer, or any or any equity majority owned by a current shareholder of Owner, owns a lot in "BENTLEY ROW", the Owner retains the right, IN ITS SOLE DISCRETION, to: (i) veto any proposed amendments and (ii) amend, in its discretion, any covenant or term contained herein (other than all of Section I, which may be altered only with the written consent of the City of Broken Arrow).

3. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect. Any successor(s) in title to the lots within "BENTLEY ROW", to enforce any given restriction or covenant or condition at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

Surface Drainage. Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No property owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Broken Arrow. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) or allow any construction activity which may interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities. The covenants set forth in this paragraph shall be enforceable by any affected property owner and by the City of Broken Arrow, Oklahoma.

As owner we hereby certify that we have caused the land described in this plat to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat.

In witness whereof the Owner\Developer have executed this Deed of Dedication on this _____ day of _____, 20____.

Born Again Restored, LLC
an Oklahoma Limited Liability Company

Member Manager

STATE OF OKLAHOMA)
COUNTY OF TULSA)SS

Before me the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who subscribed the name thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My commission expires: _____

SURVEYORS CERTIFICATE

I, _____, a Licensed Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat, "BENTLEY ROW", is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this _____ day of _____, 20____.

Charles K. Howard, RLS #297

CA 5611 Exp. 6-30-21

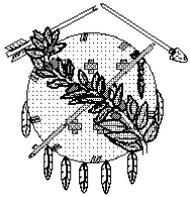
STATE OF OKLAHOMA)
COUNTY OF TULSA)SS

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under me hand and seal the day and year last above written.

Notary Public

My Commission expires: _____



City of Broken Arrow

Request for Action

File #: 19-1197, **Version:** 1

**Broken Arrow City Council
Meeting of: 10-01-2019**

Title:

Approval of PUD-292 (Planned Unit Development) and BAZ-2034 (Rezoning), Casey's General Store, 1.77 acres, A-1 to PUD-292/CG, located on the southeast corner of Kenosha Street (71st Street) and 37th Street (209th East Avenue)

Background:

Planned Unit Development (PUD)-292 involves a 1.77 acre parcel located on the southeast corner of Kenosha Street (71st Street) and 37th Street (209 E. Avenue). In conjunction with PUD-292, applicant has submitted BAZ-2034, a request to change the underlying zoning from A-1 (Agricultural District) to CG (Commercial General). A preliminary plat was also submitted and approved by the Planning Commission subject to an attached checklist.

Casey's General Store is proposing to construct a convenience store on the property. One point of access is proposed to Kenosha Street and one point of access is proposed to 37th Street. The access points, which will be shared with the adjacent property to the east and to the south, meet the spacing requirements of the Zoning Ordinance.

Casey's General Store is proposed to be developed in accordance with the City of Broken Arrow Zoning Ordinance and the use and development regulations of the CG district, except as summarized in the Staff presented to the Planning Commission on September 12, 2019. At this meeting, no one spoke during the Public Hearing session on the item. After reviewing the information presented in the Staff report, the Planning Commission recommended approval (3-0) of PUD-292 and BAZ-2034 as per Staff recommendation.

Cost: \$0

Funding Source: None

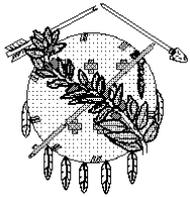
Requested By: Larry R. Curtis, Director of Community Development

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff Report
Case map
Aerial photo
Comprehensive Plan Future Development Guide
PUD-292 design statement

Recommendation:

Approve PUD-292 and BAZ-2034 as per Planning Commission and Staff recommendation.



City of Broken Arrow

Request for Action

File #: 19-1011, **Version:** 1

Broken Arrow Planning Commission
09-12-2019

To: Chairman and Commission Members
From: Development Services Department

Title: Public hearing, consideration, and possible action regarding PUD-292 (Planned Unit Development) and BAZ-2034 (Rezoning), Casey's General Store, 1.77 acres, A-1 to PUD-292/CG, located on the southeast corner of Kenosha Street (71st Street) and 37th Street (209th E. Avenue)

Background:

Applicant: Marni Beck, Casey's Marketing Company
Owner: Armory LLC
Developer: Casey's General Store
Engineer: Morrison Shipley Engineers, Inc.
Location: Southeast corner of Kenosha Street (71st Street) and 37th Street (209th E. Avenue)
Size of Tract: 1.77 acres
Present Zoning: A-1
Proposed Zoning: PUD-292/CG
Comp Plan: Level 6

Planned Unit Development (PUD)-292 involves a 1.77 acre parcel located on the southeast corner of Kenosha Street (71st Street) and 37th Street (209 E. Avenue). In conjunction with PUD-292, applicant has submitted BAZ-2034, a request to change the underlying zoning from A-1 (Agricultural District) to CG (Commercial General). A preliminary plat has also been submitted in conjunction with this rezoning request.

Casey's General Store is proposing to construct a convenience store on the property. One point of access is proposed to Kenosha Street and one point of access is proposed to 37th Street. The access points, which will be shared with the adjacent property to the east and to the south, meet the spacing requirements of the Zoning Ordinance.

Casey's General Store is proposed to be developed in accordance with the City of Broken Arrow Zoning Ordinance and the use and development regulations of the CG district, except as summarized below.

SUMMARY OF DEVIATION FROM THE BROKEN ARROW ZONING ORDINANCE

Item	Broken Arrow Zoning Ordinance	PUD-292 Request
Minimum Front Building Setback (Kenosha Street and 37 th Street)	50 feet	40 feet
Minimum Side Yard Setback from east and south boundaries	From an abutting residential or A-1 district: 50 feet	20 feet
Masonry Materials	Vertical exterior that face a public street are to consist of masonry, concrete panels, glass block, glass curtain walls, EIFS, or stucco. There are no requirements on sides not facing a street.	All four sides of the building will consist of masonry materials. In addition, canopy columns will be wrapped in brick. The dumpster will have brick walls along with wood gates. The HVAC units will be screened with a metal parapet that matches the color of the proposed building façade materials.
Perimeter screening	An opaque fence of at least 8 feet in height is required when commercial property abuts property with A-1 zoning.	The abutting property is designated as Level 6 in the Comprehensive Plan recently adopted by the City Council. Since nonresidential uses are foreseen abutting the property, no opaque screening is required with PUD-292.

<p>Freestanding Signs</p>	<p>Up to 30 feet in height and up to 500 square feet with multiple users and 300 square feet for a single user. However, no signs shall be located within 50 feet of any residentially zoned district. Any sign located within 50 feet to 100 feet of a residentially zoned district shall be limited to 8 feet in height and 64 square feet. No flashing, twinkling, or animated sign shall be located within 20 feet of the right of way line or within 200 feet of a designated residential district. Any sign within 200 feet of a residential district is limited to 300 square feet.</p>	<p>One proposed freestanding sign. Sign is limited to 15 feet in height, 120 square feet in size, and will have a brick base.</p>
<p>Sidewalks</p>	<p>5 feet in width, located one foot from the property line in the street right-of-way.</p>	<p>Because of gas marker signs, power poles, a telephone substation, and other potential obstacles, a 5-foot wide sidewalk will be located on the property and not in the street right-of-way. As part of the platting process, a sidewalk easement will be provided.</p>
<p>Parking</p>	<p>One space per dispensing station plus one space per 200 square feet of retail space. For 5,382 square feet of retail space, 27 parking spaces would be required.</p>	<p>One space per dispensing station will be provided along with 22 parking spaces. Some of the parking will be located in front of the dumpster enclosure.</p>

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Development Guide (2019)	Zoning	Land Use
North	Level 6	PUD-175/CG	Retail commercial and undeveloped.

East	Level 6	A-1	Undeveloped
South	Level 6	A-1	Undeveloped
West	Level 6	A-1	Undeveloped

The property associated with PUD-292 and BAZ-2034 is designated as Level 6 in the Comprehensive Plan recently adopted by the City Council. CG (Commercial General) zoning is considered to be in conformance with the Comprehensive Plan in Level 6.

According to Section 6.4 of the Zoning Ordinance, the PUD provisions are established for one (1) or more of the following purposes:

1. To permit and encourage innovative land development while maintaining appropriate limitation on the character and intensity of use and assuring compatibility with adjoining and proximate properties.
2. To permit greater flexibility within the development to best utilize the physical features of the particular site in exchange for greater public benefits than would otherwise be achieved through development under this Ordinance.
3. To encourage the provision and preservation of meaningful open space.
4. To encourage integrated and unified design and function of the various uses comprising the planned unit development.
5. To encourage a more productive use of land consistent with the public objectives and standards of accessibility, safety, infrastructure and land use compatibility.

In Staff's opinion, PUD-292 satisfies items 1, 2, 4 and 5 of Section 6.4.A of the Zoning Ordinance. (1) Applicant has designed the site so that points of access are shared with abutting development thereby helping to assure compatibility with adjoining and proximate properties. The one proposed freestanding sign is limited to 15 feet in height and 120 square feet in size, which makes it compatible with the development on the north side of Kenosha Street. Applicant is requesting a slight reduction in parking spaces, but is satisfied that the amount of parking provided will meet their needs. Masonry building materials will be used around the entire perimeter of the building and on the canopy support poles, thereby creating a better appearance from the Creek Turnpike and adjacent properties. (2) Building setbacks along the street frontage to the north and west are reduced by 10 feet and along the east and south boundaries are reduced by 30 feet. In the future, the property to the east and south will more than likely be used by nonresidential uses. Reducing the building line setback allows better utilization of the site and greater flexibility. In addition, since no adjoining residential uses are foreseen in the future, an opaque screening fence will not be needed. (4) Points of access to Kenosha Street and 37th Street are shared with the adjacent properties creating a unified design with future development. (5) The public sidewalk will be located on private property, thereby avoiding obstacles in the public right-of-way and making safer pedestrian travel.

According to FEMA maps, none of the property is located in a 100-year floodplain area. Stormwater detention will occur onsite in an underground facility. Sanitary sewer service will be provided by the City of Broken Arrow, while water will be provided by Rural Water District #4.

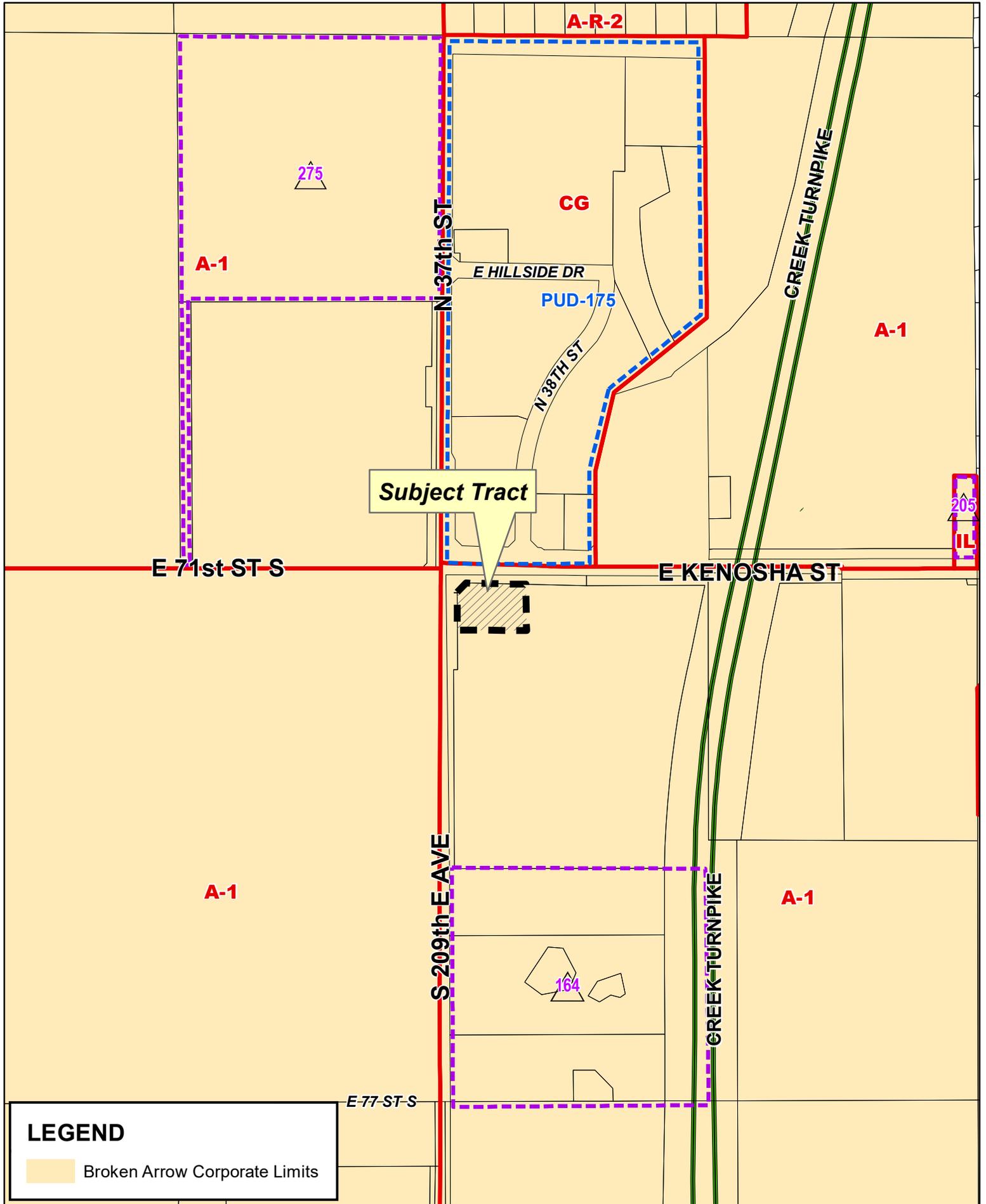
Attachments: Case map
Aerial photo
Comprehensive Plan Future Development Guide
PUD-292 design statement

Recommendation:

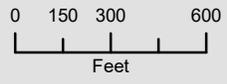
Based upon the Comprehensive Plan, the PUD submitted with BAZ-2034, the location of the property, and the surrounding land uses, Staff recommends that PUD-292 and BAZ-2034 be approved, subject to the property being platted.

Reviewed and approved by: Larry R. Curtis

BDM



**BAZ-2034/
PUD-292**



08 18-15



Subject Tract

PUD-292 & BAZ-2034

Casey's General Store

Legend

Kenosha Street

PUD-292 & BAZ-2934

37th Street

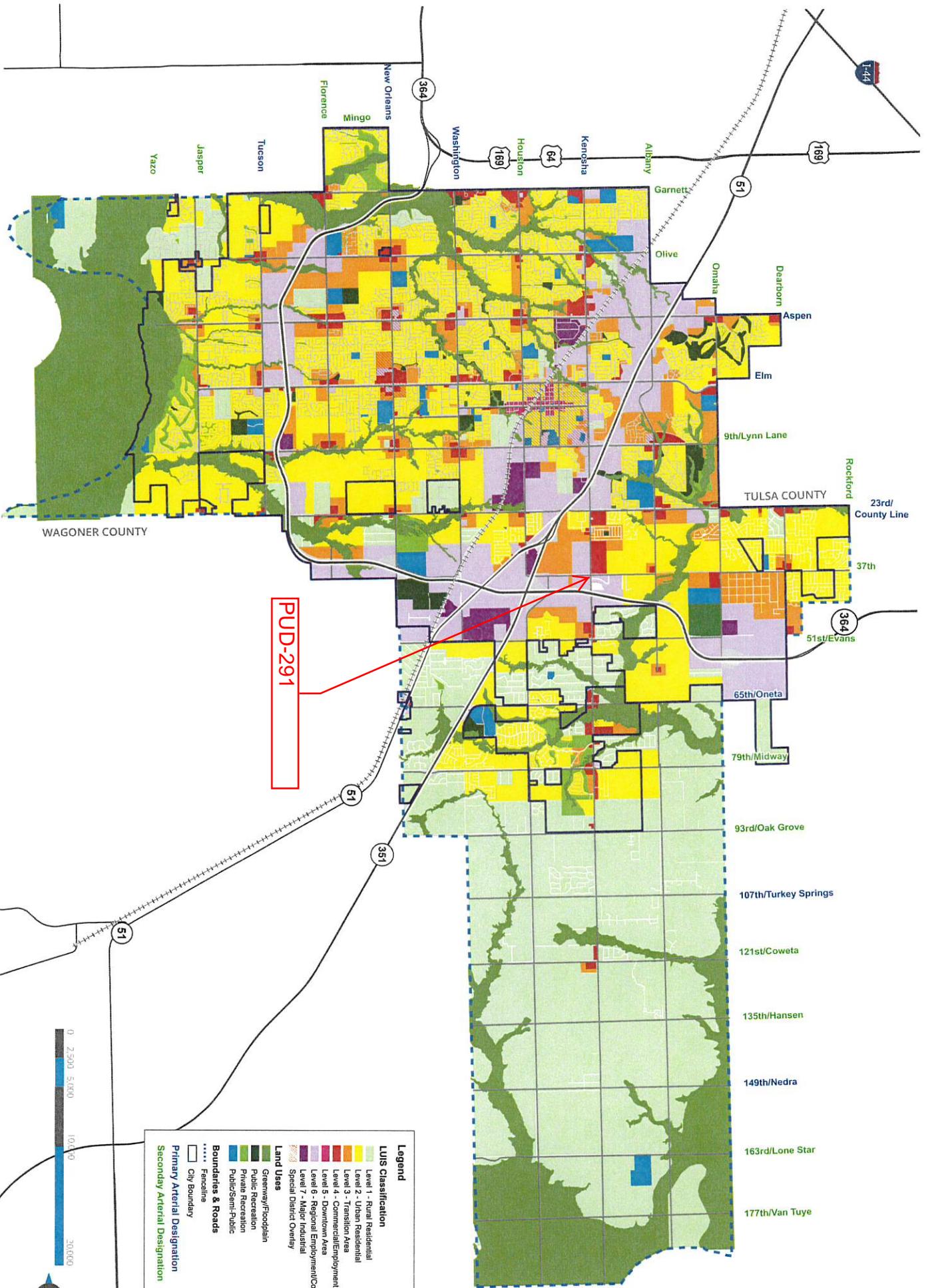
Creek Turnpike

Google Earth

Image © 2019 Maxar Technologies

3000 ft





July 29, 2019

Planned Unit Development

For

Casey's General Store

3801 E. Kenosha Street

Broken Arrow, Wagoner County, Oklahoma

Submitted to:

City of Broken Arrow, Oklahoma



Developer:
Casey's Marketing Company
One S.E. Convenience Boulevard
Ankeny, IA 50021
Contact: Katie DeRouchey
Telephone: (515) 963-3829

Prepared By:
Morrison Shipley Engineers, Inc.
2407 S.E. Cottonwood Street, Suite A
Bentonville, AR 72712
Contact: John Wary
Telephone: (479) 298-3882



I. Development Concept:

The subject site is located at the southeast corner of E. Kenosha Street and 37th Street in Broken Arrow, Wagoner County, Oklahoma. The existing site is approximately 1.77 acres and is currently undeveloped. The site is currently zoned A-1, Agricultural District and the developer intends to rezone the site, a single lot development, to Commercial General District (CG) with PUD. The developer intends to develop the subject property to provide a new Casey's General Store, which is a convenience store with fuel sales.

The PUD will provide guidelines for a development that will conform to CG zoning district, with modifications to the required building setback lines and screening requirements. Additional modifications will be provided by the development and are outlined in the PUD Development Standards. The proposed Casey's General Store will have a building that is approximately 5,382 S.F. There are approximately 22 parking spaces proposed, including two accessible spaces. A 66' wide by 152' long canopy is proposed over 10 fueling pumps (20 fueling bays), and 19 proposed parking spaces. The canopy will have recessed lighting under it with speakers mounted to each column. One new entrance drive (35' wide, shared, full access) is proposed along the south side of E. Kenosha Street, approximately 410' east (centerline to centerline) of the intersection with 37th Street (across from 38th Street). A second entrance (also 35' wide, full access, shared) is proposed along the east side of 37th Street, approximately 300' south (centerline to centerline) of the intersection with E. Kenosha. Site lighting and a proposed monument sign will be provided.



II. Development Standards

The property will be developed in accordance with the City of Broken Arrow Zoning Ordinance and the use and development regulations of the Commercial General (CG) District, except as noted herein.

- A. Land Area: Approximately 77,203 S.F., 1.77 Acres
- B. Existing Zoning: Agricultural District (A-1)
- C. Proposed Zoning: Commercial General District (CG) with PUD
- D. Permitted Uses: All uses allowed within the Commercial General District. The proposed development is a convenience store with fuel sales.
- E. Minimum Lot Area: The minimum lot dimensions and minimum lot frontage width as required by the Commercial General District.
- F. Permitted Number of Lots: The proposed PUD is a single lot development.
- G. Proposed Building Setback Requirements:
 - Minimum Building Setback along E. Kenosha Street and 37th Street: 40 feet
 - Minimum Building Setback along the south and east boundary lines: 20 feet
- H. Architecture Requirements: The exterior of the proposed building shall meet the building façade requirements of the City of Broken Arrow Zoning Ordinance. The following building materials/design features will be provided by the development which appear to exceed the minimum zoning ordinance requirements:
 - Masonry is proposed on the front, sides, and rear of the proposed building.
 - Brick wrapped canopy columns are proposed as a part of this project.
 - The dumpster enclosure shall be 6' tall brick walls along the sides and rear with wood swing gates along the front.
 - The rooftop equipment shall be screened with a metal parapet that matches the color of the proposed building façade materials.
- I. Screening Requirements:

The site is designated "Level 4" in the City of Broken Arrow Comprehensive Plan. The surrounding land areas, currently zoned A-1, are also designated "Level 4". In anticipation of potential future developments, the PUD does not propose a screen fence between the subject lot and the surrounding property currently zoned A-1.



J. Landscape Requirements:

As required by the City of Broken Arrow Zoning Code Regulations.

K. Signage Requirements:

The minimum requirements of the City of Broken Arrow Zoning Ordinance shall be provided. The following design features will be provided by the development, which appear to exceed the minimum zoning ordinance requirements:

- The proposed sign will have a brick base.
- The proposed sign will have a height that will not exceed 15'.
- The proposed sign will have a total size that will not exceed 120 S.F.

L. Sidewalks:

Sidewalks, at least 5 feet in width, will be provided along Kenosha Street and 37th Street. Because of gas marker signs, power poles, a telephone substation, and other potential obstacles, the sidewalk will be located on the property and not in the street right-of-way as normally provided. As a part of the platting process, a sidewalk easement will be provided.

M. Points of Access:

Points of access to Kenosha Street and 37th Street will be provided in accordance with City of Broken Arrow Zoning Ordinance. These points of access, which are located adjacent to the east and south boundary line, will be shared with the adjacent property owners through a mutual access easement.

N. Parking:

One parking space per dispensing station will be provided. In addition, 22 parking spaces will be provided. Some of the parking spaces may be located in front of the dumpster enclosure.

III. Platting Requirements

The subject site will be platted in accordance with the City of Broken Arrow Subdivision Regulations. The Plat will be submitted to the City of Broken Arrow for approval by City of Broken Arrow Planning Commission, Broken Arrow City Council, and City of Broken Arrow review staff. Once approved, the plat will be submitted for signatures and will be filed for record at the Wagoner County Clerk's Office.



IV. Site Plan Review

The site plan and landscape plan for the subject site shall be submitted to the City of Broken Arrow Planning Department for review and approval prior to proceeding with construction, in accordance with City of Broken Arrow development regulations. The engineering plans will be submitted to City of Broken Arrow Engineering Department for review and approval prior to proceeding with construction, in accordance with City of Broken Arrow development regulations.

V. Anticipated Development Schedule

It is the intent of the developer to commence with construction in the early spring of 2020 and for construction of the building to be complete and approved by early to mid-summer of 2020.



SURVEY DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of Section 8, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, Oklahoma, being more particularly described as follows:

COMMENCING at a MAG nail with CA 6391 washer marking the northwest corner of said Northwest Quarter (NW1/4) of Section 8; thence by bearing and distance (basis of bearing, Grid North), South 01°24'23" East along the west line of said Northwest Quarter (NW1/4) a distance of 115.10 feet; thence leaving said west line, North 88°35'37" East a distance of 70.00 feet to a one-half inch (1/2") rebar with PLS #1700 cap on the east line of 37th Street (S. 209th Street), as acquired by Warranty Deed, Book 1733, page 761, filed February 6, 2008, and the POINT OF BEGINNING; thence North 43°38'00" East along said east line a distance of 63.60 feet to a one-half inch (1/2") rebar with PLS #1700 cap on the south line of E. Kenosha Street, also acquired by said Warranty Deed, Book 1733, page 761, filed February 6, 2008; thence North 88°40'23" East along said south line a distance of 295.06 feet to a one-half inch (1/2") rebar with PLS #1700 cap; thence leaving said south line, South 01°24'23" East a distance of 230.00 feet to a one-half inch (1/2") rebar with PLS #1700 cap; thence South 88°40'23" West a distance of 340.07 feet to a one-half inch (1/2") rebar with PLS #1700 cap on said east line of 37th Street (S. 209th Street); thence North 01°24'23" West along said east line a distance of 185.00 feet to the Point of Beginning.

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July 29, 2019
BROKEN ARROW
DEVELOPMENT SERVICES

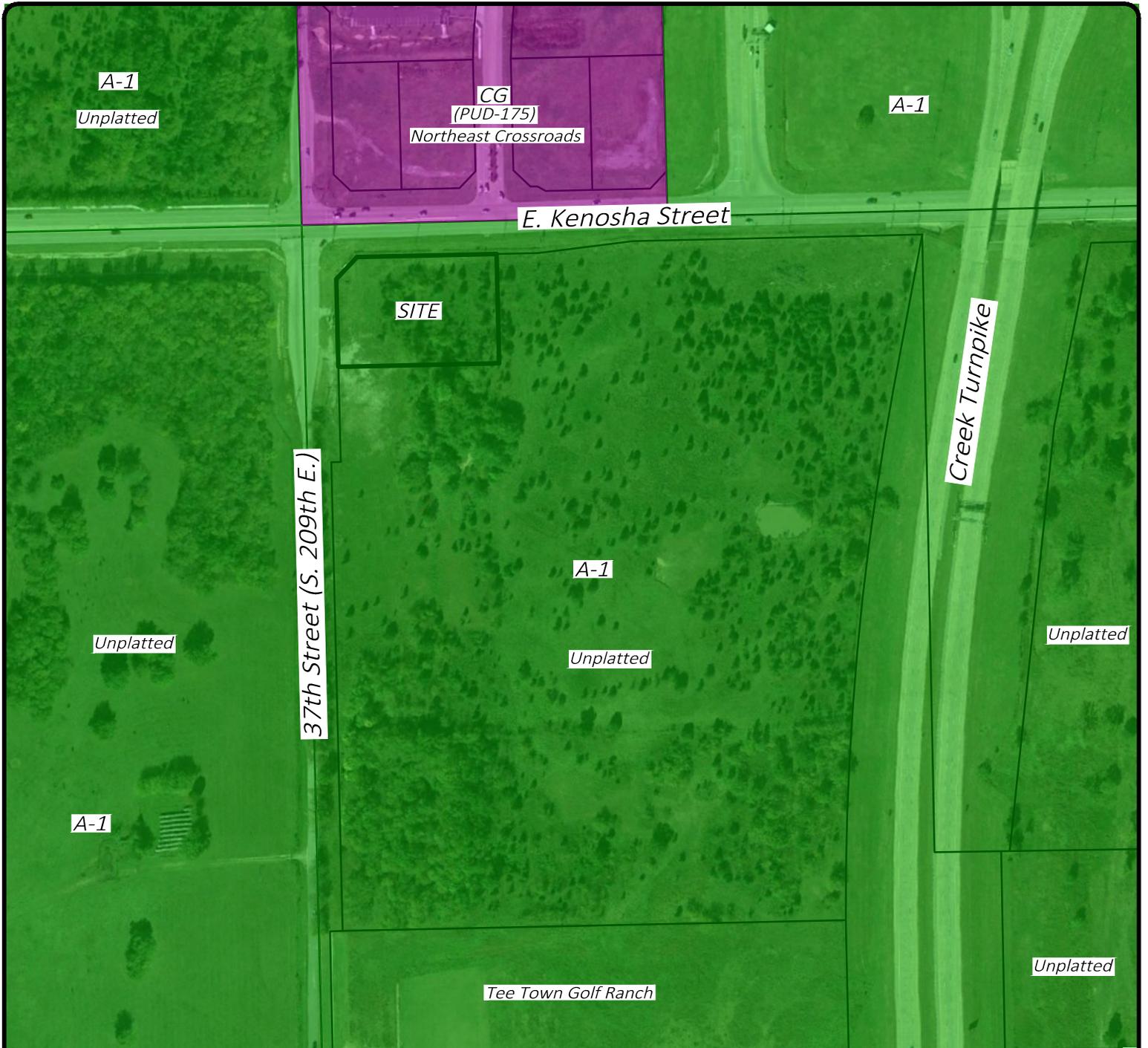


C.O.A. #3055 Exp. Date: 08.30.2021
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EXHIBIT "A"

Broken Arrow, Wagoner County, Oklahoma

Drawn By:	JDS
Date:	07.24.19
Project No.:	CAS-119a
Drawing Name:	EXHIBIT



Not to Scale

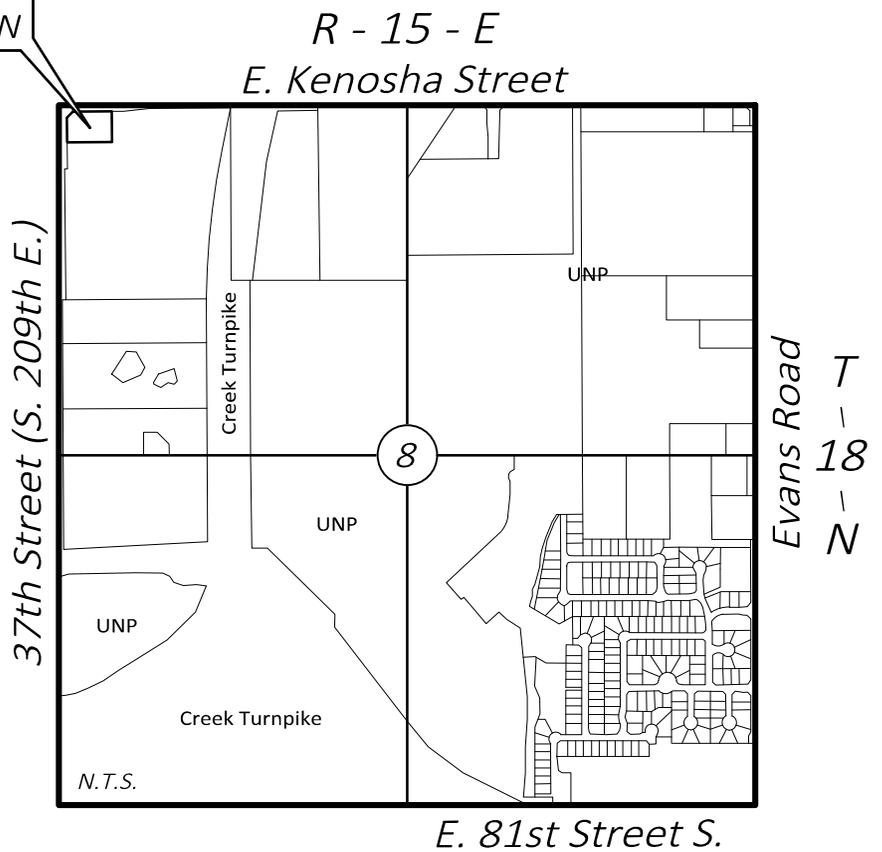
Grid North

PROJECT LOCATION

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 July 29, 2019
 BROKEN ARROW
 DEVELOPMENT SERVICES

LEGEND

- A-1 = Agricultural Zoning District
- CG = Commercial General Zoning District
- UNP = Un-Platted



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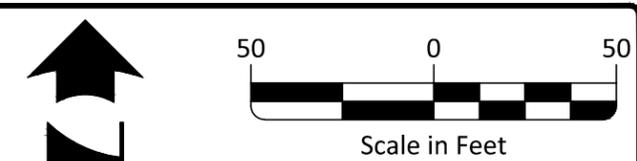
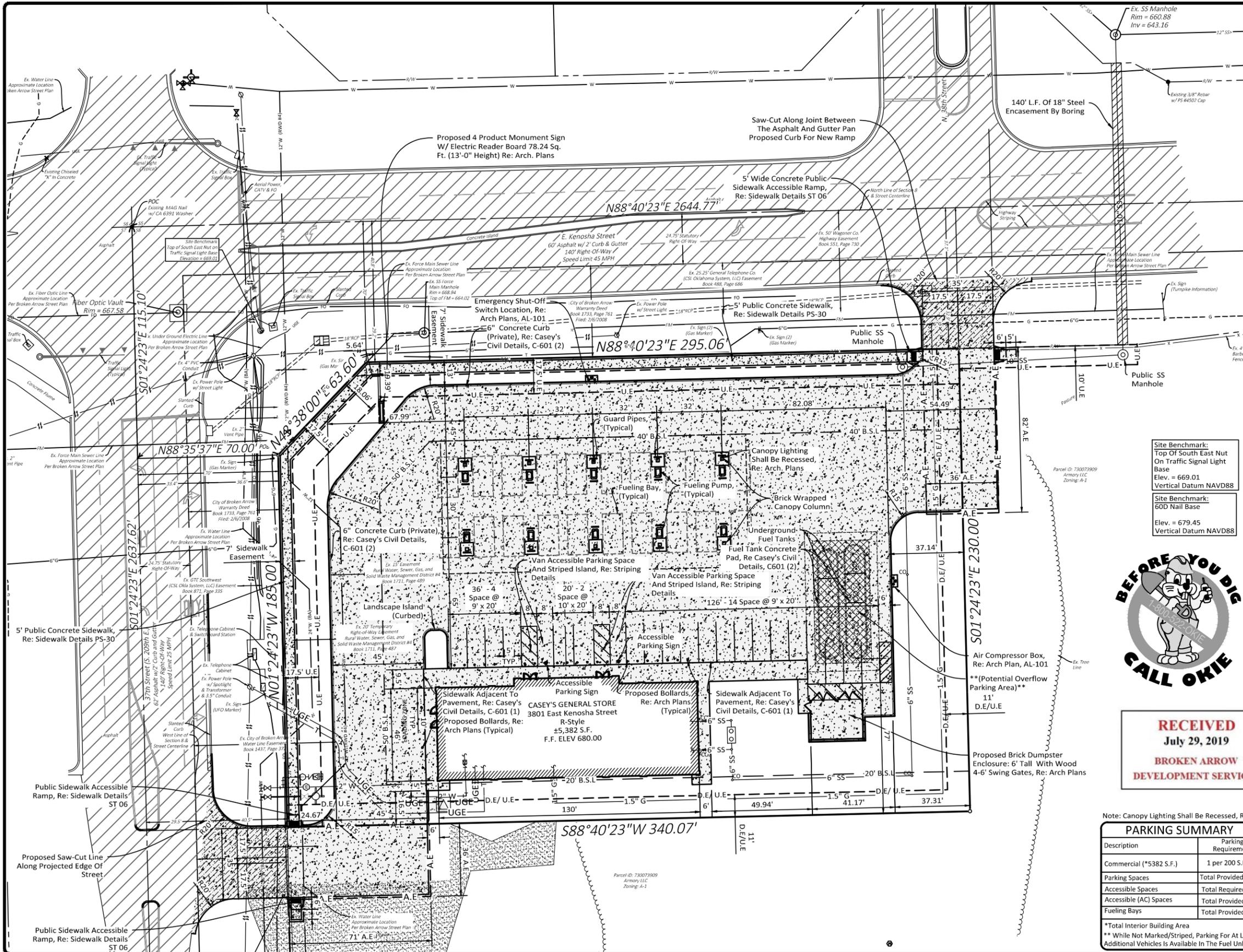
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EXHIBIT "B"
 EXISTING ZONING - SITE &
 SURROUNDING AREA

Broken Arrow, Wagner County, Oklahoma

Drawn By:	JDS
Date:	07.09.19
Project No.:	CAS-119
Drawing Name:	EXHIBIT

Drawing Name: F:\CAS-119 Broken Arrow\519\519 Exhibit Zoning.dwg Last Modified: Jul 09, 2019 - 2:55pm Plotted on: Jul 09, 2019 - 2:56pm by jchristensen



LEGEND

	Easement Line		Boundary Line
	Proposed Building		Adjacent Boundary Line
	Proposed Concrete Pavement With 5' Conc. Curb (Private) Re: Casey's Civil Details, C-601 (2)		Right-Of-Way Line
	Proposed Concrete Sidewalk		Road Center Line
	Proposed Public Accessible Ramp With Detectable Warning Device		Easement Line
	Light Pole, Re: Lighting Plan		Existing Gravel
	Proposed Drainage Pipe		Existing Concrete
	Proposed 6" Sch. 40 PVC Roof Drain Line		Existing Asphalt
	Proposed 8" Sch. 40 PVC Roof Drain Line		Existing Floodplain - Zone AE
	Proposed 6" PVC SDR-35 Sanitary Sewer Service (Private)		Existing Water Line
	Proposed 10" PVC SDR-35 Sanitary Sewer Main (Public)		Existing Sanitary Sewer Line
	Proposed 6" PVC DR-14 Class 200 Water Line Main (Public)		Existing Gas Line
	Proposed 2" W Water Service Line		Existing Fiber Optic Line
	Proposed 1-1/2" Gas Service Line		Existing Overhead Power Line
	Proposed Underground Electric Service		Existing Underground Electric
	Proposed Telephone Service Line		Existing Drainage Pipes
	Proposed Fire Hydrant Assembly		Existing Fence Line
	Proposed 1.5" Domestic Water Meter		Existing Ditch Line
	Proposed Gas Meter		Existing Contours
	Temporary Construction Easement		Existing Railroad Spike
	Utility Easement		Existing Rebar
	Access Easement		Existing Chiseled "X" In Concrete
	Limits of No Access		Set Mag Nail P58 1700 Washer
	Limits of Access		1" Irrigation Meter
	Fire Lane Striping, Re: Striping Details		1/2" Rebar P58 1700 Cap
	Heavy Duty Concrete Pavement (Within City Right-Of-Way) Re: Sign 7		Existing Water Meter
	Underground Storage Tanks Re: Casey's Civil Details, C-601 (2)		Existing Fire Hydrant
	Existing Sign		Existing Water Valve
	Existing Sewer Manhole		Existing Sewer Manhole
	Existing Gas Valve		Existing Gas Valve
	Existing Utility Pole		Existing Utility Pole
	Existing Power Pole w/ Guy Wire		Existing Power Pole w/ Guy Wire
	Existing Light Pole		Existing Light Pole
	Existing Sign		Existing Sign

Site Benchmark:
Top of South East Nut On Traffic Signal Light Base
Elev. = 669.01
Vertical Datum NAVD88

Site Benchmark:
60D Nail Base
Elev. = 679.45
Vertical Datum NAVD88

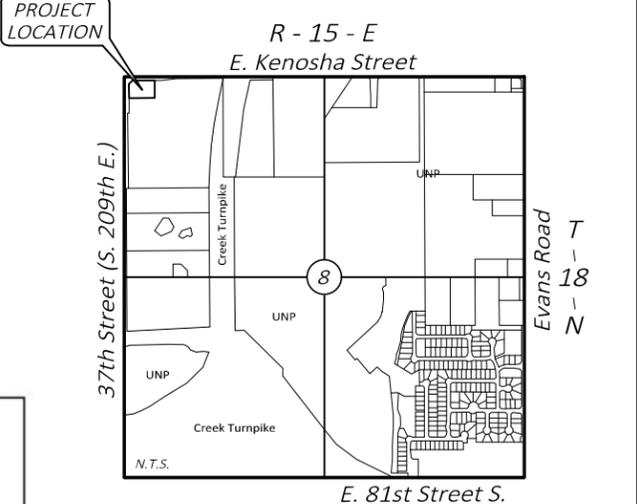


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July 29, 2019
BROKEN ARROW DEVELOPMENT SERVICES

Note: Canopy Lighting Shall Be Recessed, Re: Arch. Plans

PARKING SUMMARY		
Description	Parking Requirement	No. of Spaces
Commercial (*5382 S.F.)	1 per 200 S.F.	27
Parking Spaces	Total Provided	22**
Accessible Spaces	Total Required	1
Accessible (AC) Spaces	Total Provided	2
Fueling Bays	Total Provided	20

*Total Interior Building Area
** While Not Marked/Striped, Parking For At Least Four Additional Vehicles Is Available In The Fuel Unloading Area.



NOTE:
* PUD Requesting 40' Front Building Set Back For Fueling Bay Canopy
** PUD Requesting 20' Rear Building Set Back Line

Proposed Zoning - Commercial General District (CG) With PUD				
Building Setbacks				
Front	Rear	Side Abutting Property In Same District	Side Abutting Property In Non-Res District	Side or Rear Abutting Property In Residential or A-1 District
50'	50'	0' (Ord No. 3057 Adopted 10-06-09)	30'	1-Story Greater than 1-Story Less than 75 feet 75 Feet +

NOTE:
1. A Required building setback from an abutting street shall be measured from the planned right-of-way as designated by the Transportation Plan as set forth in the Comprehensive Plan

Lot Area = None
Min Lot Frontage = 200'
Building Coverage (%) = None
Max Height = None

Revision	By	Date

MORRISON SHIPLEY

C.O.A. #3055 Exp. Date: 06.30.2021
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FOR REVIEW

Drawn By: KDM	Vertical Scale: -
Approved By: JRW	Horizontal Scale: 1" = 50'
Date: 07.10.19	Plotting Scale: 1
Project No.: CAS-119	Drawing Name: Conceptual

CASEY'S CONSTRUCTION DIVISION

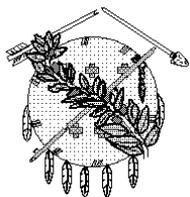
One Convenience Blvd., P.O. Box 3001, Ankeny, IA 50021 515-965-6100

Broken Arrow, Wagoner County, Oklahoma

EXHIBIT "C"
CONCEPTUAL SITE AND UTILITY PLAN

Issued for Review - 07.10.19

Sheet No.: 1
of 1



City of Broken Arrow

Request for Action

File #: 19-1153, **Version:** 1

Broken Arrow City Council
Meeting of: 10-01-2019

Title:

Approval of and authorization of Final Acceptance for the public improvements at The Citadel Duplexes located at 314 West Fort Worth

Background:

R&L Construction has completed the construction for The Citadel Duplexes project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said improvements installed complete are as follows: storm sewer utilities.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$7,000.00.

Cost: \$0

Funding Source: N/A

Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager's Office

Attachments: Detailed Assessment Breakdown

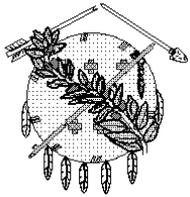
Recommendation:

Approve and authorize the final acceptance for the public improvements at The Citadel Duplexes located at 314 West Fort Worth

**THE CITADEL DUPLEXES
314 W. FT. WORTH
INFRASTRUCTURE INVENTORY
BROKEN ARROW, OKLAHOMA**

Prepared By: tkr
Date:6/24/18

Description	Units	Quantity	Unit Price	Extension
STORM SEWER R&L CONSTRUCTION				
Drainage Collection Box	EA	1	\$4,500.00	\$4,500.00
8" of 3500psi concrete w/12" pipe opening	EA	1	\$2,000.00	\$2,000.00
Cleanup	EA	1	\$500.00	\$500.00
			Total Cost of Storm Improvements =	\$7,000.00
			Total Cost of Constructed Improvements =	\$7,000.00



City of Broken Arrow

Request for Action

File #: 18-1462, **Version:** 1

**Broken Arrow City Council
Meeting of: 10/01/2019**

Title:

Ratification of the Claims list dated 09/27/2019

Background:

Council on September 3, 2019 approved Ordinance No. 3601 to allowing ratification of the claims list. On September 27, 2019 checks, V-Cards or ACH were processed for a total of \$2,853,976.61.

(Total Includes BAMA and BAEDA total)

A summary by funds are as follows:

Fund 10 (General Fund)	\$160,459.82
Fund 26 (Stormwater Cap)	\$ 7,530.00
Fund 27 (CVB)	\$ 4,050.53
Fund 30 (STCI)	\$217,458.19
Fund 31 (Police Enhancement)	\$ 1,108.29
Fund 32 (Park & Rec Cap)	\$ 1,702.80
Fund 37 (Crime Prevention)	\$ 280.50
Fund 42 (Street Light Fund)	\$ 20,912.01
Fund 43 (Street Sales Tax)	\$198,615.46
Fund 44 (Public Safety-Police)	\$ 67,524.84
Fund 45 (Public Safety-Fire)	\$ 64,976.63
Fund 60 (Workers Comp)	\$ 32,154.40
Fund 61 (Group Health)	\$ 86,414.38
Fund 82 (Agency)	\$ 2,976.05
Fund 92 (2014 GO Bond)	\$451,519.35
Fund 93 (2018 GO Bond)	\$459,467.78

Cost: \$1,777,151.03

Funding Source: Various funds

File #: 18-1462, **Version:** 1

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Claims list for September 27, 2009.

Recommendation:
Ratify the Claims list dated 09/27/2019

FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
7/01/2019	6375	ATWOOD DISTRIBUTING LP	PI 3671	001746	M 062519	010-5300-431.60-23		16.00	
			PI 3672	001747	MM 62619	010-5300-431.60-23		67.36-	
						7/01/2019 TOTAL -		51.36-	
						CUMULATIVE TOTAL -		51.36-	
7/17/2019	11321	FIELDTURF INC	PI 3484	659226		010-6000-451.40-28		2,995.00	
			PI 3485	659227		010-6000-451.40-28		2,995.00	
						7/17/2019 TOTAL -		5,990.00	
						CUMULATIVE TOTAL -		5,938.64	
7/25/2019	9479	I BOSS	PI 3682	96060794527		010-1200-419.40-55		9,210.00	
						7/25/2019 TOTAL -		9,210.00	
						CUMULATIVE TOTAL -		15,148.64	
7/30/2019	11328	COCA COLA SOUTHWEST BEVERAGES	PI 3667	14205204775		010-6002-451.60-67		644.64	
						7/30/2019 TOTAL -		644.64	
						CUMULATIVE TOTAL -		15,793.28	
7/31/2019	11328	COCA COLA SOUTHWEST BEVERAGES	PI 3668	17642201106		010-6002-451.60-67		492.69	
						7/31/2019 TOTAL -		492.69	
						CUMULATIVE TOTAL -		16,286.97	
8/02/2019	6375	ATWOOD DISTRIBUTING LP	PI 3460	001775		010-6000-451.60-23		4.99	
						8/02/2019 TOTAL -		4.99	
						CUMULATIVE TOTAL -		16,290.96	
8/05/2019	759	H D INDUSTRIES INC	PI 3003	28603		010-5300-431.60-20		178.09	
						8/05/2019 TOTAL -		178.09	
						CUMULATIVE TOTAL -		16,469.05	
8/07/2019	4730	DELL MARKETING L.P.	PI 3664	10339045806		010-1415-424.60-24		703.73	
						8/07/2019 TOTAL -		703.73	
						CUMULATIVE TOTAL -		17,172.78	
8/09/2019	6375	ATWOOD DISTRIBUTING LP	PI 3464	001780		010-6000-451.60-18		31.98	
						8/09/2019 TOTAL -		31.98	
						CUMULATIVE TOTAL -		17,204.76	
8/16/2019	120	CINTAS CORPORATION	PI 3637	5014480075		010-1700-419.60-23		233.64	
						8/16/2019 TOTAL -		233.64	
						CUMULATIVE TOTAL -		17,438.40	
8/20/2019	6822	TULSA WINNELSON COMPANY	PI 3110	13219301		010-6000-451.60-23		41.79	
						8/20/2019 TOTAL -		41.79	
						CUMULATIVE TOTAL -		17,480.19	
8/21/2019	6375	ATWOOD DISTRIBUTING LP	PI 3472	001788		010-5300-431.60-23		51.96	
8/21/2019	6822	TULSA WINNELSON COMPANY	PI 3112	13823601		010-6000-451.60-23		10.75	
8/21/2019	9892	GOODYEAR COMMERCIAL TIRE	PI 3008	2541014569		010-6000-451.60-19		110.30	
						8/21/2019 TOTAL -		173.01	
						CUMULATIVE TOTAL -		17,653.20	

FUND	010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
8/22/2019		148		WARREN POWER & MACHINERY, INC.	PI 2932	WO100185765	010-5300-431.40-20	2,164.03	* HELD *
8/22/2019		377		KIMS INTERNATIONAL	PI 3155	01149411N	010-5300-431.60-20	46.83	
							8/22/2019 TOTAL -	2,210.86	
							CUMULATIVE TOTAL -	19,864.06	
8/23/2019		6375		ATWOOD DISTRIBUTING LP	PI 3473	00179*1	010-6003-451.60-23	59.99	
8/23/2019		7483		LAFERRY'S LP GAS COMPANY	PI 3163	34332	010-5300-431.60-80	40.00	
							8/23/2019 TOTAL -	99.99	
							CUMULATIVE TOTAL -	19,964.05	
8/24/2019		7644		SOUTHERN AGRICULTURE	PI 3644	586477	010-6002-451.60-23	10.13	
							8/24/2019 TOTAL -	10.13	
							CUMULATIVE TOTAL -	19,974.18	
8/26/2019		90		NAPA AUTO PARTS	PI 3351	2210942952	010-5300-431.60-20	195.19	
8/26/2019		734		WNFIELD SOLUTIONS, LLC	PI 3081	63395851	010-6000-451.60-34	205.05	
8/26/2019		5941		LOWES	PI 3248	02051 82619	010-6000-451.60-23	11.37	
					PI 3249	02969 82619	010-5300-431.60-23	56.99	
8/26/2019		9892		GOODYEAR COMMERCIAL TIRE	PI 3009	2541014617	010-6000-451.60-19	110.30	
							8/26/2019 TOTAL -	578.90	
							CUMULATIVE TOTAL -	20,553.08	
8/27/2019		90		NAPA AUTO PARTS	PI 3360	2210943097	010-6000-451.60-20	126.57	
					PI 3361	2210943105	010-6000-451.60-20	34.38	
8/27/2019		120		CINTAS CORPORATION	PI 3640	5014633210	010-6002-451.60-23	72.59	
8/27/2019		244		GREEN ACRE SOD FARMS DBA	PI 3630	114772	010-6000-451.60-70	85.00	
8/27/2019		734		WNFIELD SOLUTIONS, LLC	PI 3082	63399552	010-6000-451.60-34	158.49	
8/27/2019		5941		LOWES	PI 3251	01416 82719	010-6002-451.60-18	7.11	
							8/27/2019 TOTAL -	484.14	
							CUMULATIVE TOTAL -	21,037.22	
8/28/2019		377		KIMS INTERNATIONAL	PI 3159	01150791N	010-5300-431.60-23	197.88	
8/28/2019		5941		LOWES	PI 3257	01536 82819	010-6002-451.60-23	5.69	
					PI 3258	02381 82819	010-6003-451.60-23	23.73	
					PI 3259	02505 82819	010-1700-419.60-18	23.59	
					PI 3261	13681 82819	010-5300-431.60-23	20.12	
8/28/2019		6375		ATWOOD DISTRIBUTING LP	PI 3476	809067	010-5300-431.60-23	49.99	
							8/28/2019 TOTAL -	321.00	
							CUMULATIVE TOTAL -	21,358.22	
8/29/2019		90		NAPA AUTO PARTS	PI 3367	2210943320	010-6000-451.60-20	11.45	
8/29/2019		1409		SMITH FARM & GARDEN CO	PI 3085	859402	010-6000-451.60-23	67.50	
					PI 3086	859501	010-6000-451.60-20	369.92	
8/29/2019		5941		LOWES	PI 3267	19946 82919	010-6002-451.60-23	52.50	
							8/29/2019 TOTAL -	501.37	
							CUMULATIVE TOTAL -	21,859.59	
8/30/2019		377		KIMS INTERNATIONAL	PI 3160	01151301N	010-5300-431.60-20	29.04	
8/30/2019		5885		VANCE BROTHERS INC	PI 3641	1P27880	010-5300-431.60-80	130.00	
8/30/2019		5941		LOWES	PI 3269	02844 83019	010-6000-451.60-23	54.67	
					PI 3270	11371 83019	010-6002-451.60-23	47.46	

FUND	010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
8/30/2019	7644			SOUTHERN AGRI CULTURE	PI 3646	587117	010-6002-451.60-23	7.14
							8/30/2019 TOTAL -	268.31
							CUMULATIVE TOTAL -	22,127.90
9/03/2019	90			NAPA AUTO PARTS	PI 3285	2210943616	010-6000-451.60-20	26.72
					PI 3287	2210943682	010-6000-451.60-20	67.44
					PI 3288	2210943683	010-6000-451.60-20	25.79
					PI 3289	2210943696	010-1415-424.60-20	32.05
					PI 3291	2210943700	010-5105-432.60-20	71.05
9/03/2019	377			KIMS INTERNATIONAL	PI 3131	01151481N	010-5300-431.60-20	34.34
					PI 3133	01151611N	010-5300-431.60-20	85.89
9/03/2019	6822			TULSA WNNELSON COMPANY	PI 3066	14042701	010-1700-419.60-18	46.54
							9/03/2019 TOTAL -	247.72
							CUMULATIVE TOTAL -	22,375.62
9/04/2019	42			ARROW SAFE AND LOCK INC	PI 3335	73828	010-1200-419.60-23	14.85
9/04/2019	90			NAPA AUTO PARTS	PI 3293	2210943784	010-5300-431.60-24	218.98
					PI 3294	2210943789	010-5300-431.60-24	147.53
9/04/2019	120			CINTAS CORPORATION	PI 3535	5014483990	010-6002-451.60-23	8.54
9/04/2019	225			SUMMIT TRUCK GROUP	PI 3574	411190466	010-5300-431.60-20	212.84
9/04/2019	4572			LIGHTING INC/BROKEN ARROW ELEC	PI 2980	S2553506001	010-6002-451.60-18	44.78
9/04/2019	4796			BW COMPANIES INC.	PI 3568	15403027	010-6003-451.60-27	381.36
					PI 3569	15403027	010-6003-451.60-34	1,392.84
9/04/2019	5823			B&H PHOTO	PI 3023	161970758	010-1200-419.60-23	130.38
					PI 3024	161970758	010-1200-419.60-24	116.66
9/04/2019	5941			LOWES	PI 3187	02981 90419	010-1700-419.60-18	13.30
9/04/2019	6822			TULSA WNNELSON COMPANY	PI 3067	14070801	010-6002-451.60-18	24.21
							9/04/2019 TOTAL -	2,706.27
							CUMULATIVE TOTAL -	25,081.89
9/05/2019	120			CINTAS CORPORATION	PI 3536	5014483994	010-6000-451.60-23	38.00
9/05/2019	225			SUMMIT TRUCK GROUP	PI 3575	411190583	010-5300-431.60-20	56.88
9/05/2019	244			GREEN ACRE SOD FARMS DBA	PI 3498	114926	010-6000-451.60-70	823.00
9/05/2019	4572			LIGHTING INC/BROKEN ARROW ELEC	PI 2981	S2553506002	010-6002-451.60-18	42.36
					PI 2982	S2563006002	010-6005-451.60-23	38.99
9/05/2019	5851			SPS VAR, LLC	PI 3620	BKAW090519R	010-1200-419.40-55	16,955.00
9/05/2019	5941			LOWES	PI 3190	01314 90519	010-1700-419.60-18	7.59
					PI 3195	01422 90519	010-6000-451.60-23	40.34
					PI 3198	11220 90519	010-1200-419.60-23	96.89
					PI 3199	12234 90519	010-5300-431.60-23	69.48
9/05/2019	7296			CHRIS NIKEL CHRYSLER JEEP DODG	PI 3025	710959	010-6000-451.60-20	374.25
9/05/2019	7644			SOUTHERN AGRI CULTURE	PI 3548	587672	010-6002-451.60-23	7.14
							9/05/2019 TOTAL -	18,549.92
							CUMULATIVE TOTAL -	43,631.81
9/06/2019	120			CINTAS CORPORATION	PI 3537	5014672259	010-6000-451.60-23	198.51
9/06/2019	399			LOCKE SUPPLY COMPANY	PI 2974	3816975600	010-5300-431.60-18	16.08
9/06/2019	5941			LOWES	PI 3203	02354 90619	010-6000-451.60-23	17.05
					PI 3204	02404 90619	010-6004-451.60-18	46.93
					PI 3205	02410 90619	010-5300-431.60-23	62.89
9/06/2019	7486			BUILDING SPECIALTIES/L&W SUPPL	PI 3071	182220949	010-6004-451.60-18	49.28
							9/06/2019 TOTAL -	390.74
							CUMULATIVE TOTAL -	44,022.55

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	9/09/2019	90	NAPA AUTO PARTS	PI 3303	2210944111	010-5300-431.60-36	11.68
				PI 3305	2210944153	010-5300-431.60-20	27.87
	9/09/2019	101	WELDON PARTS TULSA	PI 3139	235065500	010-5300-431.60-20	51.72
	9/09/2019	225	SUMMIT TRUCK GROUP	PI 3576	411190703	010-5310-431.60-20	559.10
	9/09/2019	399	LOCKE SUPPLY COMPANY	PI 2975	3818597700	010-6000-451.60-18	56.38
	9/09/2019	1409	SMITH FARM & GARDEN CO	PI 3053	860703	010-6000-451.60-19	115.06
				PI 3054	860704	010-6000-451.60-20	5.00
	9/09/2019	4572	LIGHTING INC/ BROKEN ARROW ELECT	PI 2983	S2565551001	010-6000-451.60-18	249.38
	9/09/2019	7418	MATTHEWS FORD	PI 2991	F4CS239446	010-6000-451.60-20	679.87
						9/09/2019 TOTAL -	1,755.96
						CUMULATIVE TOTAL -	45,778.61
	9/10/2019	35	A & N TRAILER PARTS INC	PI 3283	00320518	010-5300-431.60-20	7.35
	9/10/2019	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 3050	S2566151001	010-6000-451.60-18	186.08
	9/10/2019	90	NAPA AUTO PARTS	PI 3309	2210944258	010-6000-451.60-20	19.12
	9/10/2019	101	WELDON PARTS TULSA	PI 3140	235143600	010-5300-431.60-20	66.38
	9/10/2019	125	VULCAN SIGNS	PI 3689	346272	010-5300-431.60-36	1,857.20
	9/10/2019	225	SUMMIT TRUCK GROUP	PI 3577	CM411190703	010-5310-431.60-20	90.00-
	9/10/2019	1409	SMITH FARM & GARDEN CO	PI 3058	861029	010-6000-451.60-20	208.94
	9/10/2019	2045	PROFESSIONAL TURF PRODUCTS	PI 2994	146878900	010-6000-451.60-20	817.73
	9/10/2019	5941	LOWES	PI 3217	02268 91019	010-6002-451.60-18	14.33
	9/10/2019	6822	TULSA WINNELSON COMPANY	PI 3070	14180501	010-6002-451.60-18	95.13
						9/10/2019 TOTAL -	3,182.26
						CUMULATIVE TOTAL -	48,960.77
	9/11/2019	35	A & N TRAILER PARTS INC	PI 3284	00320566	010-1200-419.60-20	56.30
	9/11/2019	90	NAPA AUTO PARTS	PI 3311	2210944314	010-5300-431.60-20	46.60
				PI 3314	2210944328	010-6000-451.60-20	3.46
				PI 3317	2210944371	010-5105-432.60-23	17.79
	9/11/2019	148	WARREN POWER & MACHINERY, INC.	PI 3561	TU94210	010-5300-431.40-20	1,482.31
	9/11/2019	399	LOCKE SUPPLY COMPANY	PI 3509	3820556700	010-6000-451.60-18	64.24
				PI 3510	3820576800	010-6000-451.60-18	185.97
				PI 3512	3820902700	010-6000-451.60-18	4.28
	9/11/2019	5941	LOWES	PI 3219	01583 91119	010-6000-451.60-23	9.44
				PI 3222	02543 91119	010-6000-451.60-23	88.20
				PI 3227	12780 91119	010-5300-431.60-36	32.27
				PI 3228	12781 91119	010-5300-431.60-23	156.84
	9/11/2019	11825	PHILLIPS PINEWOOD MULCH INC	PI 3579	14306	010-6000-451.60-33	1,917.50
						9/11/2019 TOTAL -	4,065.20
						CUMULATIVE TOTAL -	53,025.97
	9/12/2019	437	OCT EQUIPMENT INC	PI 3583	S020043981	010-5300-431.60-20	1,328.38
	9/12/2019	5941	LOWES	PI 3229	01884 91219	010-5310-431.60-23	26.99
				PI 3231	01903 91219	010-6005-451.60-23	53.07
				PI 3233	02763 91219	010-5300-431.60-23	32.30
	9/12/2019	10699	KUBOTA CENTER WEST TULSA	PI 3456	25062	010-5300-431.60-20	602.24
						9/12/2019 TOTAL -	2,042.98
						CUMULATIVE TOTAL -	55,068.95
	9/13/2019	74	BROKEN ARROW LAWN & GARDEN	PI 3553	19767	010-6003-451.60-31	4.99
	9/13/2019	90	NAPA AUTO PARTS	PI 3324	2210944522	010-5105-432.60-21	44.60

FUND	010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/13/2019			120	CINTAS CORPORATION	PI 3540	5014820249	010-1700-419.60-23	469.57
9/13/2019			377	KIMS INTERNATIONAL	PI 3137	01153681N	010-5300-431.60-23	172.36
9/13/2019			437	OCT EQUIPMENT INC	PI 3605	S020043961	010-5300-431.60-20	101.39
9/13/2019			4646	NORM STEPHENS	002568	10-15-18/2019	010-0315-413.50-03	250.80
9/13/2019			4849	STEPHEN WILLIAMS	002571	11-16-22/2019	010-1200-419.50-03	363.00
					002572	MAY-SEPT 2019	010-1200-419.50-54	313.92
9/13/2019			5941	LOWES	PI 3237	02007 91319	010-5300-431.60-23	3.79
					PI 3239	02015 91319	010-5300-431.60-23	96.00
					PI 3243	02890 91319	010-6002-451.60-18	5.64
9/13/2019			5980	SOFTWARE HOUSE INTERNATIONAL	PI 2990	B105665989	010-1200-419.40-55	19,710.00
9/13/2019			7521	THURMOND, CRAIG	002562	10-15-18/2019	010-1700-419.50-03	214.48
					002563	10-15-18/2019	010-1700-419.50-03	288.80
9/13/2019			7790	DUSTIN WEBER	002565	11-16-22/2019	010-1200-419.50-03	363.00
9/13/2019			10264	SPURGEON, MICHAEL	002567	10-15-18/2019	010-0300-413.50-03	250.80
							9/13/2019 TOTAL -	22,653.14
							CUMULATIVE TOTAL -	77,722.09
9/16/2019			74	BROKEN ARROW LAWN & GARDEN	PI 3554	19929	010-6000-451.60-31	67.98
9/16/2019			88	WEST THOMSON REUTERS	002625	840874435	010-0800-415.60-28	1,686.00
9/16/2019			90	NAPA AUTO PARTS	PI 3328	2210944713	010-6000-451.60-20	2.39
					PI 3329	2210944714	010-6000-451.60-20	2.39
9/16/2019			120	CINTAS CORPORATION	PI 3542	5014726234	010-5300-431.60-23	72.44
9/16/2019			370	AIRGAS USA LLC	002630	9964586759	010-6002-451.60-34	91.42
					002631	9964586758	010-6002-451.60-34	61.78
9/16/2019			556	OFFICE TEAM	002605	54273299	010-0800-415.50-37	689.92
9/16/2019			1409	SMITH FARM & GARDEN CO	PI 3522	861702	010-6000-451.60-20	6.12
					PI 3524	861788	010-6000-451.60-20	59.02
9/16/2019			2298	WAGONER COUNTY COURT CLERK	002620	314311	010-1700-419.50-86	199.00
9/16/2019			4409	NATIONAL OCCUPATIONAL HEALTH S	002604	1041707	010-1102-419.30-02	172.00
9/16/2019			4513	CUSTOM SERVICES	002584	397923	010-6000-451.40-07	178.50
					002586	396243	010-6002-451.40-07	754.63
					002587	395937	010-1200-419.40-07	791.92
					002588	397939	010-5300-431.40-07	637.70
9/16/2019			5371	PREMIER TRUCK GROUP	PI 3614	125283443	010-5300-431.60-20	327.84
9/16/2019			7183	AMERICAN SERVICES INC.	002628	0040271-IN	010-6000-451.40-28	757.00
9/16/2019			9151	CLEAN THE UNIFORM CO OKLAHOMA	002639	50086753	010-6000-451.40-31	104.76
					002640	50086312	010-6000-451.40-31	13.80
					002641	50086312	010-6003-451.40-31	36.45
					002644	50086303	010-5105-432.40-31	13.30
					002664	50086649	010-6002-451.40-33	17.85
					002665	50084493	010-6002-451.40-33	3.65
					002666	50085125	010-6002-451.40-33	18.55
					002668	50086303	010-1700-419.40-33	1.75
					002673	50086311	010-5105-432.40-31	1.35
9/16/2019			9448	ARLEDGE & ASSOCIATES, P. C.	002636	31100	010-0501-415.30-81	3,045.00
9/16/2019			9794	IMPERIAL INC.	002592	941204	010-5310-431.60-23	10.00
					002593	941204	010-5300-431.60-23	23.95
9/16/2019			9846	EVANS HYDRAULIC REPAIR	PI 3611	7274	010-6000-451.40-20	265.00
9/16/2019			9962	FIRSTLINE FILTERS LLC	PI 3590	20165354	010-1200-419.60-23	21.40
					PI 3591	20165354	010-1700-419.60-18	124.94
					PI 3592	20165354	010-5300-431.60-18	128.32

FUND	010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
					PI 3593	20165354	010-6000-451.60-18	35.47
					PI 3594	20165354	010-6001-451.60-18	58.00
					PI 3595	20165354	010-6002-451.60-18	255.30
					PI 3596	20165354	010-6004-451.60-18	69.96
					PI 3597	20165354	010-6005-451.60-18	2.28
9/16/2019	10240			KRMG	002599	562777-1	010-6005-451.40-28	3,000.00
9/16/2019	10644			JOSEPHINE SHAW	002598	AUG 1-31/2019	010-6002-451.40-28	990.00
9/16/2019	11427			WAYNE A BEARSTLER	002626	AUG 1-31/2019	010-6002-451.40-28	112.50
9/16/2019	11756			MONICA HATHCOAT	002601	08-1-31/2019	010-6002-451.40-28	292.50
9/16/2019	99999			MISC-A/R REFUNDS	002683	09/07/19	010-0000-229.15-00	30.00
					002600	08/31/2019	010-0000-229.15-00	50.00
					002607	09/18/19	010-0000-229.15-00	87.50
					002633	10/10/19	010-0000-229.15-00	50.00
							9/16/2019 TOTAL -	15,421.63
							CUMULATIVE TOTAL -	93,143.72
9/17/2019	225			SUMMIT TRUCK GROUP	PI 3615	411191268	010-5300-431.60-20	885.42
9/17/2019	309			OKLAHOMA NATURAL GAS CO	000691	110093891	010-6001-451.50-24	119.57
					004039	179333536	010-6000-451.50-24	38.20
9/17/2019	501			CHAMBER OF COMMERCE	002704	48169	010-0300-413.30-11	22.00
					002705	48172	010-0315-413.30-11	22.00
					002706	48171	010-0315-413.30-11	22.00
					002707	48168	010-1700-419.30-11	22.00
					002708	48168	010-1700-419.30-11	22.00
					002709	48168	010-1700-419.30-11	22.00
					002711	48187	010-0300-413.30-11	15.00
					002712	48187	010-0315-413.30-11	15.00
					002713	48187	010-0315-413.30-11	15.00
					002714	48187	010-1700-419.30-11	15.00
					002715	48187	010-1700-419.30-11	15.00
					002716	48187	010-1700-419.30-11	15.00
9/17/2019	4409			NATIONAL OCCUPATIONAL HEALTH S	002679	1041906	010-1102-419.30-02	107.50
9/17/2019	6347			COX COMMUNICATIONS	002689	066246901	010-6002-451.50-22	136.64
					002690	070019601	010-6005-451.50-22	241.23
					002691	070830601	010-6000-451.50-54	73.95
					002692	070830501	010-6000-451.50-54	73.95
					002693	070830401	010-6000-451.50-54	73.95
9/17/2019	7521			THURMOND, CRAIG	002683	9-4-6/2019	010-1700-419.50-03	30.12
9/17/2019	8481			WAGONER COUNTY TREASURER	002719	9/10/2019	010-1700-419.30-87	25,433.59
9/17/2019	9151			CLEAN THE UNIFORM CO OKLAHOMA	002684	50086748	010-5310-431.40-31	140.47
					002686	50086746	010-5300-431.40-31	156.73
9/17/2019	10264			SPURGEON, MICHAEL	002759	10-20-23/19	010-0300-413.50-03	140.30
9/17/2019	11333			HENKEL, ROCKY	002675	9-6-11/2019	010-5300-431.50-03	48.00
							9/17/2019 TOTAL -	27,921.62
							CUMULATIVE TOTAL -	121,065.34
9/18/2019	501			CHAMBER OF COMMERCE	002717	48170	010-1700-419.30-11	22.00
9/18/2019	1409			SMITH FARM & GARDEN CO	PI 3527	862051	010-6000-451.60-20	10.90
9/18/2019	5936			CONTINENTAL BATTERY CO	PI 3714	32710918191058	010-5300-431.60-20	135.58
9/18/2019	6347			COX COMMUNICATIONS	002720	067085801	010-6002-451.50-22	77.25
9/18/2019	9151			CLEAN THE UNIFORM CO OKLAHOMA	002727	50087429	010-1700-419.40-33	1.75

FUND	010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/18/2019	99999			MI SC- A/ R REFUNDS	002745	135518	010-0000-229.15-00	20.00
							9/18/2019 TOTAL -	267.48
							CUMULATIVE TOTAL -	121,332.82
9/19/2019	90			NAPA AUTO PARTS	PI 3330	2210944976	010-6000-451.60-20	3.74
					PI 3332	2210945002	010-5300-431.60-20	85.66
9/19/2019	1409			SMITH FARM & GARDEN CO	PI 3531	862312	010-6000-451.60-20	6.06
					PI 3532	862313	010-6000-451.60-20	43.47
					PI 3533	862314	010-6000-451.60-20	43.47
					PI 3534	862315	010-6000-451.60-20	369.92
9/19/2019	4513			CUSTOM SERVICES	002763	398533	010-6000-451.40-07	555.13
9/19/2019	6797			AT YOUR SERVICE RENTALS	002761	183064	010-6005-451.40-33	200.00
					002762	181804	010-6005-451.40-33	200.00
							9/19/2019 TOTAL -	1,507.45
							CUMULATIVE TOTAL -	122,840.27
9/20/2019	1057			TULSA WORLD	002828	586867	010-1700-419.50-05	40.96
					002829	586879	010-1700-419.50-05	72.96
					002830	586707	010-1700-419.50-05	72.96
					002831	586780	010-1700-419.50-05	40.96
					002832	590030	010-1700-419.50-05	115.20
					002833	590032	010-1700-419.50-05	60.16
					002834	590175	010-1700-419.50-05	58.88
					002835	590178	010-1700-419.50-05	115.20
9/20/2019	6347			COX COMMUNICATIONS	002796	063475501	010-6000-451.50-54	71.95
9/20/2019	8523			STRATEGIC GOVERNMENT RESOURCES	002826	2019-100964	010-1102-419.30-87	2,060.00
9/20/2019	8919			BRI NK' S INCORPORATED	002815	2817934	010-6002-451.40-28	350.63
					002817	2817934	010-6002-451.40-28	306.30
					002818	2817934	010-1800-419.40-28	597.52
9/20/2019	9151			CLEAN THE UNIFORM CO OKLAHOMA	002797	50087429	010-5105-432.40-31	13.30
9/20/2019	10560			NEOPOST-MAILFINANCE LEASE#N160	002824	N7900351	010-1800-419.40-33	2,583.03
9/20/2019	99999			MI SC- A/ R REFUNDS	BP	19-10086626 BON	010-0000-322.01-00	60.00
					002823	135199	010-0000-229.15-00	37.50
							9/20/2019 TOTAL -	6,657.51
							CUMULATIVE TOTAL -	129,497.78
9/23/2019	40			AVB	002843	AUGUST 2019	010-0501-415.50-28	10.60
9/23/2019	88			WEST THOMSON REUTERS	002909	840995252	010-0800-415.60-28	239.85
9/23/2019	307			OTA PIKEPASS CENTER	002862	20190800110	010-0310-413.50-03	.70
					002863	20190800110	010-1200-419.50-03	3.70
					002864	20190800110	010-1400-419.50-03	11.25
					002865	20190800110	010-1415-424.50-03	5.20
					002866	20190800110	010-1700-419.50-03	21.10
					002867	20190800110	010-1800-419.50-03	22.35
					002870	20190800110	010-5310-431.50-03	5.25
					002871	20190800110	010-5300-431.50-03	73.08
					002872	20190800110	010-6000-451.50-03	25.65
9/23/2019	556			OFFICE TEAM	002908	54320966	010-0800-415.50-37	517.44
9/23/2019	677			ROYAL PRINTING	002887	52541	010-1700-419.60-23	15.50
9/23/2019	1582			NICHOLS MCCLANAHAN REPORTING	002907	1356	010-0800-415.40-28	156.25
9/23/2019	2405			OMCCA	002916	GAIL KIRK	010-1800-419.30-11	50.00

FUND	010 GENERAL FUND	DATE	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
		DUE	NO	NO	NO	NO	
9/23/2019	3964		THE ARROW GROUP	002889	83181	010-1700-419.50-76	4,816.75
				002891	83180	010-1700-419.50-76	482.00
				002893	83182	010-1700-419.50-76	284.50
				002895	83104	010-1700-419.50-76	50.00
				002897	83179	010-1700-419.50-76	1,001.62
9/23/2019	5410		UNITED RENTALS, INC	002904	173363226-001	010-5300-431.40-32	830.08
9/23/2019	7183		AMERICAN SERVICES INC.	002821	0040272-IN	010-6000-451.40-28	757.00
				002841	0040270-IN	010-6000-451.40-28	757.00
9/23/2019	8260		DATAPROSE INC	002996	DP1902710	010-0310-413.50-36	2,301.40
9/23/2019	9106		MUSKOGEE MARBLED GRANITE LLC	002859	162252	010-5105-432.40-28	80.00
				002860	162394	010-5105-432.40-28	80.00
9/23/2019	9812		EMS MANAGEMENT & CONSULTANTS I	002855	036896	010-0000-342.04-00	14,330.07-
9/23/2019	9928		TURNPRO AQUATICS	002901	20825	010-6003-451.40-28	1,148.00
				002902	21402	010-6003-451.40-28	1,148.00
9/23/2019	10366		MCDONALD, MCCANN, METCALF &	002858	7697	010-0800-415.30-08	11,313.50
9/23/2019	10818		TULSA TECHNOLOGY CENTER	002900	001742221	010-1102-419.30-87	309.00
9/23/2019	10882		ALTA LANGUAGE SERVICE INC	002839	15446267	010-1102-419.30-87	55.00
9/23/2019	11301		OKLAHOMA SAFETY COUNCIL	002861	74866	010-1102-419.30-87	1,160.00
9/23/2019	11689		GORDON OUTDOOR ADVERTISING	002850	32875	010-0315-413.40-28	750.00
9/23/2019	11714		ARWCARE	002840	100298	010-6003-451.40-28	2,800.00
9/23/2019	11838		ALEX SIMEMORE	002911	9-11-2019	010-0800-415.50-03	128.18
9/23/2019	99999		MISC-A/R REFUNDS	MR	MR Refund	010-0000-229.09-00	65.40
						9/23/2019 TOTAL -	17,145.28
						CUMULATIVE TOTAL -	146,643.06
9/24/2019	229		AT&T	002986	91810534843224	010-1700-419.50-22	30.45
9/24/2019	2405		OMCCA	002934	SHELLY CHALAKEE	010-1800-419.30-11	50.00
9/24/2019	6347		COX COMMUNICATIONS	002959	066320601	010-1700-419.50-22	957.51
				002961	073542901	010-6000-451.50-54	109.34
				002962	071146301	010-6001-451.50-23	176.51
				002964	061076801	010-1200-419.50-54	118.60
				002966	061076801	010-5300-431.50-22	72.29
				002969	067687001	010-6001-451.50-23	102.67
9/24/2019	9151		CLEAN THE UNIFORM CO OKLAHOMA	002936	50085648	010-6000-451.40-31	99.75
				002937	50085123	010-6000-451.40-31	13.80
				002938	50085123	010-6003-451.40-31	36.45
				002939	50085642	010-5310-431.40-31	140.47
				002942	50085640	010-5300-431.40-31	156.73
				002944	50085640	010-5300-431.40-33	2.60
				002949	50086756	010-1800-419.40-33	8.00
				002950	50087874	010-6000-451.40-31	104.76
				002951	50087436	010-6000-451.40-31	13.80
				002952	50087436	010-6003-451.40-31	36.45
				002954	50087868	010-5310-431.40-31	140.47
				002956	50086746	010-5300-431.40-31	156.73
				002958	50086746	010-5300-431.40-33	2.60
						9/24/2019 TOTAL -	2,529.98
						CUMULATIVE TOTAL -	149,173.04
9/25/2019	203		FEDERAL EXPRESS CORPORATION	003039	6-742-2096	010-1700-419.50-39	178.44
9/25/2019	888		PREFERRED BUSINESS SYSTEMS	002998	1NV64968	010-1700-419.40-55	230.10

FUND 010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
					003003	1NV64968	010-6002-451.40-55	89.64
					003009	064968	010-1400-419.40-55	192.28
					003010	064968	010-1415-424.40-55	54.91
					003011	064968	010-1105-419.40-55	171.52
					003012	064968	010-0800-415.40-55	179.63
					003015	064968	010-5300-431.40-55	56.05
					003017	064968	010-6000-451.40-55	6.31
					003018	064968	010-1800-419.40-55	88.45
					003021	064968	010-6005-451.40-55	44.01
					003022	064968	010-1200-419.40-55	6.18
9/25/2019	7724			WN DSTREAM	003029	9182544015	010-6000-451.50-54	148.19
9/25/2019	10072			MOMENTUM SERVI CES LLC	003031	20087504	010-1415-424.30-87	153.00
					003032	20087504	010-1415-424.30-87	130.00
					003033	20087505	010-1415-424.30-87	100.00
					003034	20087505	010-1415-424.30-87	130.00
					003035	20087505	010-1415-424.30-87	199.00
					003036	20087505	010-1415-424.30-87	383.00
					003037	20087504	010-1415-424.30-87	705.00
					003038	20087504	010-1415-424.30-87	130.00
							9/25/2019 TOTAL -	3,375.71
							CUMULATI VE TOTAL -	152,548.75
9/26/2019	11471			SHARON KAY PETRI K	003041	OCT 2019	010-0315-413.40-33	1,320.00
9/26/2019	99999			MI SC- A/ R REFUNDS	003063	135092	010-0000-229.15-00	45.00
							9/26/2019 TOTAL -	1,365.00
							CUMULATI VE TOTAL -	153,913.75
10/01/2019	442			AMERI CAN ELECTRI C POWER/ PSO	001551	9501769030	010-6001-451.50-25	1,519.95
					001552	9537786031	010-6001-451.50-25	44.48
					001555	95168310308	010-5105-432.50-25	117.82
					001966	9505665560	010-6005-451.50-25	478.68
					001967	9526921030	010-6005-451.50-25	36.71
					001969	9589756821	010-6005-451.50-25	118.80
					001979	9509340221	010-1700-419.50-25	324.52
					001986	9593259150	010-0315-413.50-25	104.25
					901968	9558028930	010-6005-451.50-25	20.52
10/01/2019	7521			THURMOND, CRAI G	000374	OCT 2019	010-1700-419.50-22	80.00
10/01/2019	8512			AT&T MOBI LITY			010-0300-413.50-54	119.24
							010-0310-413.50-54	41.43
							010-0501-415.50-54	83.26
							010-0800-415.50-54	20.23
							010-1102-419.50-54	112.69
							010-1200-419.50-54	380.50
							010-1400-419.50-54	68.47
							010-1415-424.50-22	33.08
							010-1415-424.50-54	425.93
							010-1700-419.50-54	122.15
							010-1800-419.50-54	93.49
							010-5105-432.50-22	53.40
							010-5300-431.50-54	307.84
							010-5310-431.50-54	1,267.33

FUND 010 GENERAL FUND						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
				287260663054/ 09	010-6000-451.50-54	60.69
				287260663054/ 09	010-6002-451.50-22	20.23
				287260663054/ 09	010-6002-451.50-54	61.46
				287260663054/ 09	010-6005-451.50-54	108.92
10/01/2019	9746	PARKS, JOHNNIE	000376	OCT 2019	010-1700-419.50-22	80.00
10/01/2019	10190	EUDEY, SCOTT	000378	OCT 2019	010-1700-419.50-22	80.00
10/01/2019	10906	DEBRA W MPEE	000375	OCT 2019	010-1700-419.50-22	80.00
10/01/2019	11637	GILLESPIE, CHRISTINA	000452	OCT 2019	010-1700-419.50-22	80.00
					10/01/2019 TOTAL -	6,546.07
					FUND 010 TOTAL -	160,459.82

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FUND 026 STORMWATER CAPITAL

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/04/2019	11741	GARDENSMITHS	PI 3556	104	026-5305-438.70-15	6,694.00
			PI 3557	109	026-5305-438.70-15	836.00
					9/04/2019 TOTAL -	7,530.00
					FUND 026 TOTAL -	7,530.00

FUND 027 CONVENTION&VISITOR BUREAU							
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
9/17/2019	501	CHAMBER OF COMMERCE	002710	48173	027-1700-419.30-11	22.00	
					9/17/2019 TOTAL -	22.00	
					CUMULATIVE TOTAL -	22.00	
9/20/2019	3275	OKLAHOMA TOURISM & RECREATION	002825	42-SAS-2000	027-1700-419.30-87	175.00	
					9/20/2019 TOTAL -	175.00	
					CUMULATIVE TOTAL -	197.00	
9/23/2019	11689	GORDON OUTDOOR ADVERTISING	002849	32875	027-1700-419.30-87	750.00	
9/23/2019	11836	CONTRACTORS PORTABLES, INC.	002848	23209	027-1700-419.50-10	1,642.00	
					9/23/2019 TOTAL -	2,392.00	
					CUMULATIVE TOTAL -	2,589.00	
9/25/2019	888	PREFERRED BUSINESS SYSTEMS	003023	064968	027-1700-419.40-55	141.53	
					9/25/2019 TOTAL -	141.53	
					CUMULATIVE TOTAL -	2,730.53	
9/27/2019	11471	SHARON KAY PETRIK	002917	OCT 2019	027-1700-419.40-33	1,320.00	
					9/27/2019 TOTAL -	1,320.00	
					FUND 027 TOTAL -	4,050.53	

FUND	DATE DUE	B. A. PUBLIC GOLF VENDOR NO	AUTHORITY VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT			
028	10/15/2005	6036	CUTTER & BUCK	004564	14005841	028-0000-141.28-01	286.00-			
				004565	90079053	028-0000-141.28-01	131.25			
				004566	90079053	028-6103-451.60-60	6.55			
				10/15/2005 TOTAL -						148.20-
				CUMULATIVE TOTAL -						148.20-
028	12/31/2005	6036	CUTTER & BUCK	007973	90156546	028-0000-141.28-01	28.94-			
				007974	90156547	028-0000-141.28-01	52.90-			
				12/31/2005 TOTAL -						81.84-
				FUND 028 TOTAL -						230.04-

FUND	DATE DUE	SALES TAX VENDOR NO	CAPITAL IMPROV VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
030	4/26/2019	10304	OLSSON ASSOCIATES INC	PI 3041	327642	030-1700-419.70-16 4/26/2019 TOTAL - CUMULATIVE TOTAL -	3,000.00 3,000.00 3,000.00
030	7/10/2019	11747	ARROW FENCE CO	PI 3679	4845	030-6102-451.70-17 7/10/2019 TOTAL - CUMULATIVE TOTAL -	3,500.00 3,500.00 6,500.00
030	8/14/2019	6822	TULSA W NNELSON COMPANY	PI 3109	13703101	030-6000-451.70-15 8/14/2019 TOTAL - CUMULATIVE TOTAL -	349.51 349.51 6,849.51
030	8/21/2019	6822	TULSA W NNELSON COMPANY	PI 3111	13703103	030-6000-451.70-15 8/21/2019 TOTAL - CUMULATIVE TOTAL -	106.38 106.38 6,955.89
030	8/22/2019	625	FASTENAL COMPANY	PI 3103	OKTU732901	030-6000-451.70-15 8/22/2019 TOTAL - CUMULATIVE TOTAL -	1,181.71 1,181.71 8,137.60
030	8/27/2019	5941	LOWES	PI 3252	02185 82919	030-6000-451.70-15 8/27/2019 TOTAL - CUMULATIVE TOTAL -	40.30 40.30 8,177.90
030	8/28/2019	6822	TULSA W NNELSON COMPANY	PI 3113	13962901	030-6000-451.70-15 8/28/2019 TOTAL - CUMULATIVE TOTAL -	101.34 101.34 8,279.24
030	8/29/2019	6822	TULSA W NNELSON COMPANY	PI 3114	13982001	030-6000-451.70-15 8/29/2019 TOTAL - CUMULATIVE TOTAL -	33.75 33.75 8,312.99
030	8/30/2019	399	LOCKE SUPPLY COMPANY	PI 2998	3811707800	030-6000-451.70-15 8/30/2019 TOTAL - CUMULATIVE TOTAL -	78.72 78.72 8,391.71
030	9/03/2019	399	LOCKE SUPPLY COMPANY	PI 2970	3812839300	030-6000-451.70-15	1.85
030	9/03/2019	9089	YELLOWHOUSE MACHINERY CO	PI 3694	462608	030-5300-431.70-04 9/03/2019 TOTAL - CUMULATIVE TOTAL -	8,523.68 8,525.53 16,917.24
030	9/04/2019	6822	TULSA W NNELSON COMPANY	PI 3068	14071301	030-6000-451.70-15 9/04/2019 TOTAL - CUMULATIVE TOTAL -	3.55 3.55 16,920.79
030	9/05/2019	625	FASTENAL COMPANY	PI 3064	OKTU732982	030-6000-451.70-15	10.32
030	9/05/2019	4730	DELL MARKETING L. P.	PI 3564	10338650003	030-1200-419.70-19	1,612.71
030	9/05/2019	6822	TULSA W NNELSON COMPANY	PI 3069	14092001	030-6000-451.70-15	59.37
030	9/05/2019	11098	YATES TRUCKING CO INC	PI 3693	4606	030-6000-451.70-17 9/05/2019 TOTAL - CUMULATIVE TOTAL -	2,250.00 3,932.40 20,853.19

FUND	DATE DUE	SALES TAX VENDOR NO	CAPITAL IMPROV VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
030	9/11/2019	5941	LOWES	PI 3221	02534 91119	030-1200-419.70-17	79.11
				PI 3223	02580 91119	030-1200-419.70-17	60.77
				PI 3225	02658 91119	030-1200-419.70-17	44.05
						9/11/2019 TOTAL -	183.93
						CUMULATIVE TOTAL -	21,037.12
030	9/12/2019	7608	R. L. SHEARS COMPANY PC	PI 3271	1232	030-5300-431.70-16	4,000.00
030	9/12/2019	8869	BILL KNIGHT FORD	PI 3687	FT11851	030-5300-431.70-02	41,450.00
						9/12/2019 TOTAL -	45,450.00
						CUMULATIVE TOTAL -	66,487.12
030	9/13/2019	399	LOCKE SUPPLY COMPANY	PI 3519	3822885400	030-1200-419.70-17	7.34
030	9/13/2019	5941	LOWES	PI 3236	01082 91319	030-1200-419.70-17	20.89
						9/13/2019 TOTAL -	28.23
						CUMULATIVE TOTAL -	66,515.35
030	9/19/2019	4730	DELL MARKETING L.P.	PI 3704	10341665935	030-1200-419.70-19	15,202.00
						9/19/2019 TOTAL -	15,202.00
						CUMULATIVE TOTAL -	81,717.35
030	9/26/2019	10901	STAPLES BUSINESS CREDIT	003049	17539132503	030-0501-415.70-17	803.36
				003050	17539132511	030-0501-415.70-17	602.52
030	9/26/2019	11119	PREMIER TRUCK GRP/ FREIGHTLINER	003064	DE04994	030-5300-431.70-02	135,540.00
						9/26/2019 TOTAL -	135,740.84
						FUND 030 TOTAL -	217,458.19

FUND 031 POLICE ENHANCEMENT							
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
8/26/2019	6576	BAYSINGER POLICE SUPPLY	PI 3648	1027628	031-3001-421.60-11	157.99	
					8/26/2019 TOTAL -	157.99	
					CUMULATIVE TOTAL -	157.99	
9/17/2019	3792	BRANDON BERRYHILL	002752	10-24-30/2019	031-3001-421.50-03	494.00	
9/17/2019	8200	COOPER, THOMAS	002753	10-25-29/2019	031-3001-421.50-03	326.80	
					9/17/2019 TOTAL -	820.80	
					CUMULATIVE TOTAL -	978.79	
9/20/2019	4997	HARRIS CORPORATION PSPC	PI 3697	93327546	031-3001-421.60-24	129.50	
					9/20/2019 TOTAL -	129.50	
					FUND 031 TOTAL -	1,108.29	

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FUND 032 PARK AND RECREATION						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/17/2019	423	MIRACLE RECREATION EQUIP CO	PI3559	816237	032-6000-451.70-17	1,702.80
					9/17/2019 TOTAL -	1,702.80
					FUND 032 TOTAL -	1,702.80

FUND 037 CRIME PREVENTION

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/23/2019	4436	CHRIS CHAMBERS	002912	10-8-10-2019	037-3001-421.50-03	93.50
9/23/2019	7200	ERIC NESTER	002913	10-8-10-2019	037-3001-421.50-03	93.50
9/23/2019	11812	MOTLEY, JENNIFER	002914	10-8-10-2019	037-3001-421.50-03	93.50
9/23/2019 TOTAL -						280.50
FUND 037 TOTAL -						280.50

FUND	DATE DUE	BATTLE CREEK VENDOR NO	GOLF COURSE VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
040	6/01/2006	6385	MACGREGOR GOLF COMPANY	004890	917284	040-0000-141.28-01	480.00-	* HELD *
						6/01/2006 TOTAL -	480.00-	
						CUMULATIVE TOTAL -	480.00-	
040	6/09/2006	6385	MACGREGOR GOLF COMPANY	005406	917394	040-0000-141.28-01	380.00-	* HELD *
						6/09/2006 TOTAL -	380.00-	
						FUND 040 TOTAL -	860.00-	

FUND 042 STREET LIGHT FUND							
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
8/26/2019	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 3076	S2560116001	042-5300-431.60-35	27.11	
			PI 3078	S2560311001	042-5300-431.60-23	26.52	
					8/26/2019 TOTAL -	53.63	
					CUMULATIVE TOTAL -	53.63	
8/29/2019	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 3079	S2560117002	042-5300-431.60-35	135.57	
8/29/2019	399	LOCKE SUPPLY COMPANY	PI 2997	3809697600	042-5300-431.60-35	107.73	
					8/29/2019 TOTAL -	243.30	
					CUMULATIVE TOTAL -	296.93	
9/04/2019	399	LOCKE SUPPLY COMPANY	PI 2971	3814828500	042-5300-431.60-35	104.86	
					9/04/2019 TOTAL -	104.86	
					CUMULATIVE TOTAL -	401.79	
9/05/2019	5941	LOWES	PI 3191	01327 9519	042-5300-431.60-35	13.25	
					9/05/2019 TOTAL -	13.25	
					CUMULATIVE TOTAL -	415.04	
9/11/2019	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 3051	S2566761001	042-5300-431.60-23	45.37	
9/11/2019	399	LOCKE SUPPLY COMPANY	PI 3513	3820948200	042-5300-431.60-23	35.84	
					9/11/2019 TOTAL -	81.21	
					CUMULATIVE TOTAL -	496.25	
9/18/2019	6626	REXEL USA INC	PI 3492	S124949138002	042-5300-431.60-35	239.30	
					9/18/2019 TOTAL -	239.30	
					CUMULATIVE TOTAL -	735.55	
9/24/2019	442	AMERICAN ELECTRIC POWER/ PSO	002940	95411161102	042-5300-431.50-26	20,176.46	
					9/24/2019 TOTAL -	20,176.46	
					FUND 042 TOTAL -	20,912.01	

FUND	STREET	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
043			8/20/2019	9315	CHEROKEE PRIDE CONST. INC.	PI 3374	1	043-5300-431.70-15 8/20/2019 TOTAL - CUMULATIVE TOTAL -	73,777.00 73,777.00 73,777.00
043			8/23/2019	273	QUIKSERV ICE STEEL YAFFE	PI 3016	229716	043-5310-437.70-17 8/23/2019 TOTAL - CUMULATIVE TOTAL -	1,831.20 1,831.20 75,608.20
043			8/28/2019	9569	TWIN CITIES READY MIX INC	PI 3150	190242	043-5300-431.70-15 8/28/2019 TOTAL - CUMULATIVE TOTAL -	3,780.00 3,780.00 79,388.20
043			8/29/2019	9569	TWIN CITIES READY MIX INC	PI 3152	190336	043-5300-431.70-15 8/29/2019 TOTAL - CUMULATIVE TOTAL -	4,230.00 4,230.00 83,618.20
043			9/04/2019	5941	LOWES	PI 3186	02852 9419	043-5300-431.70-15	170.86
043			9/04/2019	8702	ERGON ASPHALT & EMULSIONS INC	PI 3547	9402116256	043-5300-431.70-15 9/04/2019 TOTAL - CUMULATIVE TOTAL -	4,459.78 4,630.64 88,248.84
043			9/05/2019	181	GNC CONCRETE PRODUCTS INC	PI 2987	76617	043-5300-431.70-15	127.20
043			9/05/2019	5941	LOWES	PI 2988	76617	043-5300-431.70-15	450.00
043			9/05/2019	5941	LOWES	PI 3193	01390 90519	043-5300-431.70-15 9/05/2019 TOTAL - CUMULATIVE TOTAL -	82.92 660.12 88,908.96
043			9/06/2019	5941	LOWES	PI 3207	253611 9619	043-5300-431.70-15 9/06/2019 TOTAL - CUMULATIVE TOTAL -	350.40 350.40 89,259.36
043			9/07/2019	420	APAC-CENTRAL, INC	PI 3130	7001282976	043-5300-431.70-15 9/07/2019 TOTAL - CUMULATIVE TOTAL -	14,500.50 14,500.50 103,759.86
043			9/09/2019	6955	GREENHILL MATERIALS	PI 3276	154078	043-5300-431.70-15 9/09/2019 TOTAL - CUMULATIVE TOTAL -	1,792.37 1,792.37 106,552.23
043			9/10/2019	6955	GREENHILL MATERIALS	PI 3278	154154	043-5300-431.70-15 9/10/2019 TOTAL - CUMULATIVE TOTAL -	705.98 705.98 106,258.21
043			9/11/2019	5941	LOWES	PI 3220	01658 91119	043-5300-431.70-15 9/11/2019 TOTAL - CUMULATIVE TOTAL -	92.50 92.50 106,350.71
043			9/12/2019	9315	CHEROKEE PRIDE CONST. INC.	PI 3339	3	043-5300-431.70-15	50,747.10
043			9/12/2019	9569	TWIN CITIES READY MIX INC	PI 3123	191202	043-5300-431.70-15 9/12/2019 TOTAL - CUMULATIVE TOTAL -	1,000.00 51,747.10 158,097.81

FUND 043 STREET SALES TAX							
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
9/13/2019	399	LOCKE SUPPLY COMPANY	PI 3517	3822535300	043-5310-437.70-17	55.45	
			PI 3518	3822583300	043-5310-437.70-17	55.45	
9/13/2019	5941	LOWES	PI 3235	01014 91319	043-5300-431.70-15	13.76	
			PI 3240	02852 91319	043-5310-437.70-17	33.16	
			PI 3241	02864 91319	043-5310-437.70-17	178.38	
			PI 3245	14770 91319	043-5300-431.70-15	9.49	
9/13/2019	9569	TWIN CITIES READY MIX INC	PI 3126	191287	043-5300-431.70-15	90.00	
					9/13/2019 TOTAL -	435.69	
					CUMULATIVE TOTAL -	158,533.50	
9/14/2019	420	APAC-CENTRAL, INC	PI 3281	7001285956	043-5300-431.70-15	15,912.00	
			PI 3282	7001285972	043-5300-431.70-15	23,682.00	
					9/14/2019 TOTAL -	39,594.00	
					CUMULATIVE TOTAL -	198,127.50	
9/17/2019	399	LOCKE SUPPLY COMPANY	PI 3520	3822543000	043-5310-437.70-17	487.96	
					9/17/2019 TOTAL -	487.96	
					FUND 043 TOTAL -	198,615.46	

FUND	044	PUBLIC SAFETY SALES TAX	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
DATE			NO	NO	NO	NO	
DUE							
7/31/2019		LESS LETHAL LLC	11782	PI 3720	IN4023	044-3001-421.60-24	9,667.70
						7/31/2019 TOTAL -	9,667.70
						CUMULATIVE TOTAL -	9,667.70
8/04/2019		SOUTHERN AGRICULTURE	7644	PI 3642	584091	044-3001-421.60-47	56.99
						8/04/2019 TOTAL -	56.99
						CUMULATIVE TOTAL -	9,724.69
8/10/2019		SOUTHERN AGRICULTURE	7644	PI 3643	584807	044-3001-421.60-47	56.99
						8/10/2019 TOTAL -	56.99
						CUMULATIVE TOTAL -	9,781.68
8/13/2019		ARROW SAFE AND LOCK INC	42	PI 3372	73837	044-3001-421.60-18	1,125.79
						8/13/2019 TOTAL -	1,125.79
						CUMULATIVE TOTAL -	10,907.47
8/15/2019		ATWOOD DISTRIBUTING LP	6375	PI 3470	001785	044-3009-421.60-23	77.94
						8/15/2019 TOTAL -	77.94
						CUMULATIVE TOTAL -	10,985.41
8/21/2019		BOUND TREE MEDICAL	68	PI 3656	83319180	044-3001-421.60-55	109.90
						8/21/2019 TOTAL -	109.90
						CUMULATIVE TOTAL -	11,095.31
8/25/2019		SOUTHERN AGRICULTURE	7644	PI 3645	586530	044-3001-421.60-47	56.99
						8/25/2019 TOTAL -	56.99
						CUMULATIVE TOTAL -	11,152.30
8/26/2019		ARROW SAFE AND LOCK INC	42	PI 3373	73825	044-3001-421.60-18	15.60
8/26/2019		NAPA AUTO PARTS	90	PI 3353	2210942971	044-3001-421.60-20	18.00
				PI 3355	2210942976	044-3001-421.60-20	121.07
				PI 3356	2210942978	044-3001-421.60-20	203.63
				PI 3357	2210943002	044-3001-421.60-20	2.60
						8/26/2019 TOTAL -	324.90
						CUMULATIVE TOTAL -	11,477.20
8/27/2019		LOWES	5941	PI 3255	13394 82719	044-3001-421.60-03	5.66
						8/27/2019 TOTAL -	5.66
						CUMULATIVE TOTAL -	11,482.86
8/28/2019		NAPA AUTO PARTS	90	PI 3362	2210943144	044-3001-421.60-20	30.74
						8/28/2019 TOTAL -	30.74
						CUMULATIVE TOTAL -	11,513.60
8/29/2019		BROKEN ARROW ELECTRIC SUPPLY I	71	PI 3080	S2562186001	044-3001-421.60-18	7.80
8/29/2019		NAPA AUTO PARTS	90	PI 3365	2210943289	044-3001-421.60-20	8.53
8/29/2019		LIGHTING INC/ BROKEN ARROW ELEC	4572	PI 2999	S2562071001	044-3001-421.60-18	156.13
8/29/2019		LOWES	5941	PI 3265	02573 82919	044-3001-421.60-18	8.39
						8/29/2019 TOTAL -	180.85
						CUMULATIVE TOTAL -	11,694.45

FUND	DATE DUE	PUBLIC SAFETY	SALES TAX	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	8/30/2019	90			NAPA AUTO PARTS	PI 3369	2210943375	044-3001-421.60-20	58.47
						PI 3371	2210943386	044-3001-421.60-20	67.19
								8/30/2019 TOTAL -	125.66
								CUMULATIVE TOTAL -	11,820.11
	9/04/2019	440			RAY ALLEN MANUFACTURING CO INC	PI 3570	RI NV104716	044-3001-421.60-47	142.98
								9/04/2019 TOTAL -	142.98
								CUMULATIVE TOTAL -	11,963.09
	9/05/2019	5941			LOWES	PI 3197	11219 90519	044-3008-421.60-18	40.75
	9/05/2019	8666			TI GER WINDOW TINTING	PI 2984	2878	044-3001-421.40-20	30.00
	9/05/2019	8967			OPTICS PLANET INC.	PI 3562	135843301	044-3001-421.60-32	1,026.16
								9/05/2019 TOTAL -	1,096.91
								CUMULATIVE TOTAL -	13,060.00
	9/06/2019	90			NAPA AUTO PARTS	PI 3299	2210943920	044-3001-421.60-20	5.51
								9/06/2019 TOTAL -	5.51
								CUMULATIVE TOTAL -	13,065.51
	9/08/2019	7644			SOUTHERN AGRICULTURE	PI 3549	587999	044-3001-421.60-47	56.99
								9/08/2019 TOTAL -	56.99
								CUMULATIVE TOTAL -	13,122.50
	9/09/2019	7418			MATTHEWS FORD	PI 2993	F4CS239398	044-3001-421.40-20	170.73
	9/09/2019	7486			BUILDING SPECIALTIES/L&W SUPPL	PI 3072	182220993	044-3001-421.60-18	49.28
								9/09/2019 TOTAL -	220.01
								CUMULATIVE TOTAL -	13,342.51
	9/10/2019	90			NAPA AUTO PARTS	PI 3307	2210944215	044-3001-421.60-20	19.22
	9/10/2019	4997			HARRIS CORPORATION PSPC	PI 3695	93326613	044-3001-421.60-50	357.00
	9/10/2019	9892			GOODYEAR COMMERCIAL TIRE	PI 3031	2541014752	044-3001-421.60-19	806.56
								9/10/2019 TOTAL -	1,182.78
								CUMULATIVE TOTAL -	14,525.29
	9/11/2019	399			LOCKE SUPPLY COMPANY	PI 3511	3820813400	044-3001-421.60-18	48.00
	9/11/2019	5941			LOWES	PI 3224	02638 91119	044-3001-421.60-23	14.08
						PI 3226	11876 91119	044-3001-421.60-32	644.87
	9/11/2019	8940			911 CUSTOM	PI 3589	38211	044-3001-421.60-20	349.96
								9/11/2019 TOTAL -	1,056.91
								CUMULATIVE TOTAL -	15,582.20
	9/13/2019	90			NAPA AUTO PARTS	PI 3325	2210944551	044-3001-421.60-20	186.38
	9/13/2019	120			CINTAS CORPORATION	PI 3538	5014726228	044-3008-421.60-23	61.90
	9/13/2019	742			SECRETARY OF STATE	002570	090919	044-3010-421.30-11	10.00
	9/13/2019	8978			DEIDRE HUGHES	002564	09-26-2019	044-3001-421.50-03	27.50
	9/13/2019	10838			GRANT WRITING USA	003067	114371421	044-3001-421.30-11	455.00
	9/13/2019	11829			ROBERT BADERTSCHER	002569	10-13-17/2019	044-3001-421.50-03	286.00
								9/13/2019 TOTAL -	1,026.78
								CUMULATIVE TOTAL -	16,608.98
	9/16/2019	120			CINTAS CORPORATION	PI 3541	5014726232	044-3001-421.60-23	85.50

FUND 044 PUBLIC SAFETY SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/16/2019	2010	WALGREENS COMPANY	002622	500045094	044-3008-421.30-87	160.55
9/16/2019	3964	THE ARROW GROUP	002609	83296	044-3010-421.30-11	30.00
9/16/2019	9962	FIRSTLINE FILTERS LLC	PI 3602	20165354	044-3001-421.60-18	602.18
			PI 3603	20165354	044-3009-421.60-18	85.28
9/16/2019	10995	DR. BINU THEVATHERIL DVM	002589	090619	044-3009-421.30-87	700.00
9/16/2019	11370	FORAY LLC DBA FORAY TECHNOLOGI	002590	090619	044-3001-421.40-55	3,938.75
9/16/2019	11388	OXYGEN FORENSICS INC	002608	85482-1	044-3001-421.40-55	2,399.00
9/16/2019	11758	TIGER TOWN TEES	002614	2775	044-3001-421.60-23	170.00
					9/16/2019 TOTAL -	8,171.26
					CUMULATIVE TOTAL -	24,780.24
9/17/2019	309	OKLAHOMA NATURAL GAS CO	000303	110008282	044-3001-421.50-24	122.86
			000304	252838500	044-3001-421.50-24	143.25
			006796	114839300	044-3001-421.50-24	149.16
9/17/2019	6788	PREMIER COLLISION CENTER, INC.	PI 3580	2567	044-3001-421.40-20	1,111.95
9/17/2019	8200	COOPER, THOMAS	002699	9-9-12/2019	044-3001-421.50-03	62.00
					9/17/2019 TOTAL -	1,589.22
					CUMULATIVE TOTAL -	26,369.46
9/18/2019	206	FERGUSON PONTIAC GMC TRUCK	PI 3617	145184	044-3001-421.60-20	412.47
9/18/2019	584	SAMS CLUB	002746	8592506705659	044-3009-421.60-23	102.96
			002747	403727083572772	044-3009-421.60-23	618.85
9/18/2019	4225	LANGUAGE LINE SERVICE	002743	4627641	044-3006-421.30-87	58.09
9/18/2019	4513	CUSTOM SERVICES	002737	398249	044-3001-421.40-07	234.00
			002738	397799	044-3009-421.40-07	712.03
9/18/2019	6656	SOUTH EAST AUTO TRIM INC.	PI 3612	57338	044-3001-421.40-20	50.00
9/18/2019	7610	MEDNOW URGENT CARE CENTER	002750	401958	044-3001-421.30-87	45.00
9/18/2019	9151	CLEAN THE UNIFORM CO OKLAHOMA	002734	50086757	044-3001-421.40-33	17.20
9/18/2019	10782	LOCKEDI NRN	002744	091219	044-3008-421.30-87	252.00
9/18/2019	10995	DR. BINU THEVATHERIL DVM	002741	091319	044-3009-421.30-87	850.00
9/18/2019	11803	COVETRUS DBA BUTLER ANIMAL HEA	002735	RS95542	044-3009-421.60-23	478.54
			002736	RT20464	044-3009-421.60-23	89.25
					9/18/2019 TOTAL -	3,920.39
					CUMULATIVE TOTAL -	30,289.85
9/19/2019	90	NAPA AUTO PARTS	PI 3333	2210945005	044-3001-421.60-20	2.87
			PI 3334	2210945024	044-3001-421.60-20	5.51
9/19/2019	4948	DAVID WEISBERG	002757	10-29-19	044-3008-421.50-03	27.50
					9/19/2019 TOTAL -	35.88
					CUMULATIVE TOTAL -	30,325.73
9/20/2019	584	SAMS CLUB	002792	646910711489029	044-3008-421.60-23	467.49
			002793	519669694298134	044-3001-421.60-03	7.93
			002794	535457479095392	044-3001-421.60-24	358.88
9/20/2019	10782	LOCKEDI NRN	002791	091819	044-3008-421.30-87	252.00
					9/20/2019 TOTAL -	1,086.30
					CUMULATIVE TOTAL -	31,412.03
9/23/2019	4513	CUSTOM SERVICES	002844	397594	044-3009-421.40-07	252.00
			002845	397796	044-3009-421.40-07	538.94
			002846	397595	044-3009-421.40-07	379.02

FUND	DATE DUE	PUBLIC SAFETY	SALES TAX	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
044	9/23/2019			7610	MEDNOW URGENT CARE CENTER	002852	397501	044-3001-421.40-07	131.00
						002915	4018947	044-3001-421.30-87	1,742.25
								9/23/2019 TOTAL -	3,043.21
								CUMULATIVE TOTAL -	34,455.24
044	9/24/2019			442	AMERICAN ELECTRIC POWER/ PSO	002926	9518031030	044-3001-421.50-25	712.14
						002927	9521921030	044-3001-421.50-25	6,221.24
						002928	9523816640	044-3001-421.50-25	100.65
						002929	9525277700	044-3001-421.50-25	205.34
						002930	9554431030	044-3001-421.50-25	92.75
						002931	9562261602	044-3001-421.50-25	6,826.42
						002932	9567750631	044-3001-421.50-25	5,247.67
						002933	9581764230	044-3001-421.50-25	2,261.79
044	9/24/2019			6347	COX COMMUNICATIONS	002963	066267502	044-3001-421.50-24	110.64
								9/24/2019 TOTAL -	21,778.64
								CUMULATIVE TOTAL -	56,233.88
044	9/25/2019			888	PREFERRED BUSINESS SYSTEMS	003000	INV64968	044-3008-421.40-55	43.64
						003001	INV64968	044-3009-421.40-55	4.43
						003002	INV64968	044-3001-421.40-55	313.82
044	9/25/2019			7724	WINDSTREAM	003024	9184519854	044-3001-421.50-22	175.26
						003025	1620109426	044-3001-421.50-22	1,931.10
						003026	0351003985	044-3001-421.50-22	8,742.63
								9/25/2019 TOTAL -	11,210.88
								CUMULATIVE TOTAL -	67,444.76
044	9/27/2019			8512	AT&T MOBILITY	005681	2617740	044-3001-421.50-54	40.04
						005682	2827772	044-3001-421.50-54	40.04
								9/27/2019 TOTAL -	80.08
								FUND 044 TOTAL -	67,524.84

FUND	045	PUBLIC SAFETY SALES TAX					
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
5/14/2019	225	SUMMIT TRUCK GROUP	PI 3122	411183534	045-3502-422.60-20	61.74	
					5/14/2019 TOTAL -	61.74	
					CUMULATIVE TOTAL -	61.74	
7/01/2019	148	WARREN POWER & MACHINERY, INC.	PI 3483	PS100708241	045-3503-422.60-20	15.56	
7/01/2019	4335	NORTHERN TOOL & EQUIPMENT CO.	PI 3678	42822763 062019	045-3504-422.60-24	279.79	
7/01/2019	4536	PRECISION INDUSTRIES INC	PI 3669	2684 061319	045-3501-422.60-20	893.22	
					7/01/2019 TOTAL -	1,188.57	
					CUMULATIVE TOTAL -	1,250.31	
7/18/2019	5770	HENRY SCHEIN INC	PI 3116	67081784	045-3502-422.60-23	110.80	
					7/18/2019 TOTAL -	110.80	
					CUMULATIVE TOTAL -	1,361.11	
8/01/2019	68	BOUND TREE MEDICAL	PI 3088	83296785	045-3502-422.60-23	660.00	
8/01/2019	225	SUMMIT TRUCK GROUP	PI 3000	411188399	045-3502-422.60-20	1,827.88	
					8/01/2019 TOTAL -	2,487.88	
					CUMULATIVE TOTAL -	3,848.99	
8/02/2019	225	SUMMIT TRUCK GROUP	PI 3001	CM411188399	045-3502-422.60-20	480.00-	
					8/02/2019 TOTAL -	480.00-	
					CUMULATIVE TOTAL -	3,368.99	
8/06/2019	240	GRAINGER	PI 3480	0811207216	045-3501-422.60-24	68.73	
					8/06/2019 TOTAL -	68.73	
					CUMULATIVE TOTAL -	3,437.72	
8/08/2019	225	SUMMIT TRUCK GROUP	PI 3002	CM411188399A	045-3502-422.60-20	39.77-	
					8/08/2019 TOTAL -	39.77-	
					CUMULATIVE TOTAL -	3,397.95	
8/09/2019	68	BOUND TREE MEDICAL	PI 3089	83306079	045-3502-422.60-23	321.53	
					8/09/2019 TOTAL -	321.53	
					CUMULATIVE TOTAL -	3,719.48	
8/12/2019	11277	ALL HANDS FIRE EQUIPMENT LLC	PI 3653	INV13513	045-3501-422.60-24	740.98	
					8/12/2019 TOTAL -	740.98	
					CUMULATIVE TOTAL -	4,460.46	
8/15/2019	6375	ATWOOD DISTRIBUTING LP	PI 3467	001782	045-3501-422.60-23	53.97	
					8/15/2019 TOTAL -	53.97	
					CUMULATIVE TOTAL -	4,514.43	
8/16/2019	225	SUMMIT TRUCK GROUP	PI 3004	CM411189270	045-3502-422.60-20	90.00-	
			PI 3005	411189270	045-3502-422.60-20	471.83	
			PI 3006	411189286	045-3502-422.60-20	82.22	
			PI 3007	411189298	045-3502-422.60-20	82.22	
8/16/2019	6375	ATWOOD DISTRIBUTING LP	PI 3471	001786	045-3503-422.60-20	26.02	
					8/16/2019 TOTAL -	572.29	
					CUMULATIVE TOTAL -	6,086.72	

FUND 045 PUBLIC SAFETY SALES TAX							
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
8/19/2019	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 3074	S2556599001	045-3501-422.60-18	16.56	
8/19/2019	7665	LIFE ASSIST INC	PI 3101	939254	045-3502-422.60-23	80.00	
					8/19/2019 TOTAL -	96.56	
					CUMULATIVE TOTAL -	5,183.28	
8/20/2019	68	BOUND TREE MEDICAL	PI 3090	70282853	045-3502-422.60-23	321.53	
8/20/2019	225	SUMMIT TRUCK GROUP	PI 3654	411189478	045-3502-422.60-20	387.17	
8/20/2019	377	KIMS INTERNATIONAL	PI 3154	01148761N	045-3501-422.60-20	57.58	
					8/20/2019 TOTAL -	123.22	
					CUMULATIVE TOTAL -	5,306.50	
8/21/2019	5770	HENRY SCHEIN INC	PI 3095	68319105	045-3502-422.60-23	45.50	
					8/21/2019 TOTAL -	45.50	
					CUMULATIVE TOTAL -	5,352.00	
8/22/2019	225	SUMMIT TRUCK GROUP	PI 3010	411189659	045-3501-422.60-20	31.62	
			PI 3011	411189701	045-3501-422.60-20	94.86	
8/22/2019	625	FASTENAL COMPANY	PI 3104	OKTU732902	045-3501-422.60-23	239.51	
					8/22/2019 TOTAL -	365.99	
					CUMULATIVE TOTAL -	5,717.99	
8/23/2019	225	SUMMIT TRUCK GROUP	PI 3012	411189779	045-3501-422.60-20	334.74	
8/23/2019	5770	HENRY SCHEIN INC	PI 3096	68363595	045-3502-422.60-23	7.04	
					8/23/2019 TOTAL -	341.78	
					CUMULATIVE TOTAL -	6,059.77	
8/25/2019	225	SUMMIT TRUCK GROUP	PI 3657	411189592	045-3501-422.60-20	2,667.00	
					8/25/2019 TOTAL -	2,667.00	
					CUMULATIVE TOTAL -	8,726.77	
8/26/2019	68	BOUND TREE MEDICAL	PI 3091	83323682	045-3502-422.60-23	804.60	
8/26/2019	225	SUMMIT TRUCK GROUP	PI 3655	411189745	045-3502-422.60-20	296.14	
8/26/2019	377	KIMS INTERNATIONAL	PI 3156	01150211N	045-3501-422.60-20	330.04	
8/26/2019	5770	HENRY SCHEIN INC	PI 3097	68319106	045-3502-422.60-23	55.40	
8/26/2019	10699	KUBOTA CENTER WEST TULSA	PI 3038	24631	045-3503-422.60-20	77.47	
					8/26/2019 TOTAL -	1,563.65	
					CUMULATIVE TOTAL -	10,290.42	
8/27/2019	225	SUMMIT TRUCK GROUP	PI 3658	CM411189592	045-3501-422.60-20	99.80	
8/27/2019	5770	HENRY SCHEIN INC	PI 3098	68480031	045-3502-422.60-23	439.60	
					8/27/2019 TOTAL -	339.80	
					CUMULATIVE TOTAL -	10,630.22	
8/28/2019	68	BOUND TREE MEDICAL	PI 3092	83327091	045-3502-422.60-23	57.40	
			PI 3093	83327092	045-3502-422.60-23	660.00	
8/28/2019	225	SUMMIT TRUCK GROUP	PI 3659	411189705	045-3501-422.60-20	245.20	
8/28/2019	5941	LOWES	PI 3262	13682 82819	045-3503-422.60-23	37.00	
					8/28/2019 TOTAL -	999.60	
					CUMULATIVE TOTAL -	11,629.82	
8/29/2019	68	BOUND TREE MEDICAL	PI 3094	83328663	045-3502-422.60-23	1,120.40	

FUND 045 PUBLIC SAFETY SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
8/29/2019	90	NAPA AUTO PARTS	PI 3364	2210943263	045-3501-422.60-20	26.72
8/29/2019	5770	HENRY SCHEIN INC	PI 3099	68576116	045-3502-422.60-23	278.83
8/29/2019	6375	ATWOOD DISTRIBUTING LP	PI 3478	001795	045-3503-422.60-24	299.99
					8/29/2019 TOTAL -	1,725.94
					CUMULATIVE TOTAL -	13,355.76
8/30/2019	370	AIRGAS USA LLC	PI 3083	9092543682	045-3502-422.60-23	300.16
8/30/2019	5770	HENRY SCHEIN INC	PI 3100	68631359	045-3502-422.60-23	120.20
8/30/2019	5941	LOWES	PI 3268	02762 83019	045-3501-422.60-18	7.59
8/30/2019	7665	LIFE ASSIST INC	PI 3102	941442	045-3502-422.60-23	120.00
					8/30/2019 TOTAL -	547.95
					CUMULATIVE TOTAL -	13,903.71
8/31/2019	225	SUMMIT TRUCK GROUP	PI 3019	411219694	045-3501-422.40-20	590.00
					8/31/2019 TOTAL -	590.00
					CUMULATIVE TOTAL -	14,493.71
9/03/2019	5941	LOWES	PI 3181	11066 90319	045-3503-422.60-23	75.94
					9/03/2019 TOTAL -	75.94
					CUMULATIVE TOTAL -	14,569.65
9/04/2019	225	SUMMIT TRUCK GROUP	PI 3572	411190477	045-3502-422.60-20	410.53
9/04/2019	5770	HENRY SCHEIN INC	PI 3063	68731404	045-3502-422.60-23	94.60
9/04/2019	5941	LOWES	PI 3184	01186 90419	045-3501-422.60-24	257.15
			PI 3189	73813/14	045-3501-422.60-24	522.49
					9/04/2019 TOTAL -	1,284.77
					CUMULATIVE TOTAL -	15,854.42
9/05/2019	68	BOUND TREE MEDICAL	PI 3061	83335119	045-3502-422.60-23	6,072.87
			PI 3544	83335118	045-3502-422.60-23	1,932.50
9/05/2019	225	SUMMIT TRUCK GROUP	PI 3573	411190478	045-3502-422.60-20	171.49
9/05/2019	377	KIMS INTERNATIONAL	PI 3135	01152211N	045-3501-422.60-20	116.20
9/05/2019	5941	LOWES	PI 3200	13988 90519	045-3502-422.60-23	94.05
9/05/2019	8897	ULINE	PI 2986	112069080	045-3501-422.60-23	68.97
					9/05/2019 TOTAL -	8,456.08
					CUMULATIVE TOTAL -	24,310.50
9/06/2019	101	WELDON PARTS TULSA	PI 3138	234931600	045-3501-422.60-20	250.45
9/06/2019	141	CUMMINS SOUTHERN PLAINS	PI 3027	9115341	045-3501-422.60-20	81.08
9/06/2019	9700	ADVANCED INDUSTRIAL SOLUTIONS	PI 3046	253501	045-3501-422.60-30	212.13
					9/06/2019 TOTAL -	543.66
					CUMULATIVE TOTAL -	24,854.16
9/07/2019	891	STOREY WRECKER SERVICE INC	PI 3030	483726	045-3502-422.40-20	216.00
					9/07/2019 TOTAL -	216.00
					CUMULATIVE TOTAL -	25,070.16
9/09/2019	225	SUMMIT TRUCK GROUP	PI 3581	411190753	045-3502-422.60-20	219.60
9/09/2019	5941	LOWES	PI 3213	12236 90919	045-3501-422.60-18	2.84
			PI 3215	12294 90919	045-3501-422.60-18	3.79
9/09/2019	10052	MASSCO	PI 3571	4079988	045-3501-422.60-30	167.96

FUND 045 PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT

	9/09/2019	10919	W & B SERVICE CO, LP	PI 2992	260P6802	045-3502-422.60-20	231.77
						9/09/2019 TOTAL -	625.96
						CUMULATIVE TOTAL -	25,696.12
	9/10/2019	68	BOUND TREE MEDICAL	PI 3062	83341825	045-3502-422.60-24	870.00
				PI 3545	83341826	045-3502-422.60-23	565.20
	9/10/2019	90	NAPA AUTO PARTS	PI 3306	2210944209	045-3501-422.60-20	9.13
				PI 3308	2210944238	045-3501-422.60-20	29.04
	9/10/2019	1409	SMITH FARM & GARDEN CO	PI 3057	861014	045-3501-422.60-20	16.93
	9/10/2019	4536	PRECISION INDUSTRIES INC	PI 3588	2771	045-3501-422.60-20	183.86
	9/10/2019	10554	JIM NORTON CHEVROLET	PI 2989	CTCS133841	045-3503-422.40-20	1,164.81
						9/10/2019 TOTAL -	2,838.97
						CUMULATIVE TOTAL -	28,535.09
	9/11/2019	90	NAPA AUTO PARTS	PI 3316	2210944364	045-3501-422.60-20	6.88
	9/11/2019	97	CASCO INDUSTRIES INC	PI 3690	210741	045-3501-422.60-10	1,423.40
	9/11/2019	148	WARREN POWER & MACHINERY, INC.	PI 2995	PS100732609	045-3503-422.60-20	441.27
						9/11/2019 TOTAL -	1,871.55
						CUMULATIVE TOTAL -	30,406.64
	9/12/2019	4572	LIGHTING INC/ BROKEN ARROW ELEC	PI 3073	S2567511001	045-3501-422.60-18	5.27
	9/12/2019	5941	LOWES	PI 3232	02714 91219	045-3501-422.60-18	17.09
	9/12/2019	9569	TWIN CITIES READY MIX INC	PI 3124	191202	045-3501-422.60-27	683.80
						9/12/2019 TOTAL -	706.16
						CUMULATIVE TOTAL -	31,112.80
	9/13/2019	120	CINTAS CORPORATION	PI 3539	5014726229	045-3501-422.60-23	262.72
	9/13/2019	625	FASTENAL COMPANY	PI 3560	OKTU733060	045-3502-422.60-23	28.54
	9/13/2019	4346	PHILIP REID	003051	09/05/19	045-3504-422.60-23	71.46
	9/13/2019	4536	PRECISION INDUSTRIES INC	PI 3608	2768	045-3501-422.60-20	977.28
	9/13/2019	5941	LOWES	PI 3242	02889 91319	045-3501-422.60-18	11.84
						9/13/2019 TOTAL -	1,351.84
						CUMULATIVE TOTAL -	32,464.64
	9/16/2019	97	CASCO INDUSTRIES INC	002634	21028	045-3501-422.60-10	70.00
				002635	208681	045-3501-422.60-10	299.00
				002638	21082	045-3501-422.60-10	53.40
	9/16/2019	355	INCOG	002596	223116	045-3501-422.30-87	5,455.00
	9/16/2019	891	STOREY WRECKER SERVICE INC	PI 3613	484056	045-3501-422.40-20	216.00
	9/16/2019	1409	SMITH FARM & GARDEN CO	PI 3521	861700	045-3501-422.60-20	9.49
				PI 3525	861789	045-3501-422.60-20	6.55
	9/16/2019	4884	STRYKER SALES CORPORATION	002627	2666980M	045-3502-422.50-54	1,463.00
	9/16/2019	6454	WASTE MANAGEMENT QUARRY LANDFI	002623	2236944-1006-7	045-3503-422.40-33	33.50
	9/16/2019	7665	LIFE ASSIST INC	PI 3546	944716	045-3502-422.60-23	1,190.00
	9/16/2019	9151	CLEAN THE UNIFORM CO OKLAHOMA	002646	50073272	045-3501-422.40-33	3.35
				002647	50075298	045-3501-422.40-33	3.35
				002648	50077576	045-3501-422.40-33	3.35
				002649	50079728	045-3501-422.40-33	3.35
				002650	50073277	045-3501-422.40-33	4.35
				002651	50077581	045-3501-422.40-33	4.35
				002652	50079732	045-3501-422.40-33	4.35

FUND	DATE DUE	PUBLIC SAFETY	SALES TAX	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
						002653	50074695	045-3501-422.40-33	6.35
						002654	50085126	045-3501-422.40-33	6.90
						002655	50085651	045-3501-422.40-33	6.35
						002656	50084492	045-3501-422.40-33	3.95
						002657	50084097	045-3501-422.40-33	4.35
						002658	50085124	045-3501-422.40-33	4.60
						002659	50085650	045-3501-422.40-33	11.55
9/16/2019	9962				FIRSTLINE FILTERS LLC	PI 3604	20165354	045-3501-422.60-18	178.03
9/16/2019	10500				J & J BOWERS LAWN CARE LLC	002697	90919	045-3503-422.30-87	450.00
								9/16/2019 TOTAL -	9,493.47
								CUMULATIVE TOTAL -	41,958.11
9/17/2019	309				OKLAHOMA NATURAL GAS CO	007676	179445691	045-3501-422.50-24	105.74
9/17/2019	6656				SOUTH EAST AUTO TRIM INC.	PI 3616	57330	045-3501-422.60-20	80.00
								9/17/2019 TOTAL -	185.74
								CUMULATIVE TOTAL -	42,143.85
9/18/2019	141				CUMMINS SOUTHERN PLAINS	PI 3711	9115747	045-3502-422.60-20	15.27
						PI 3712	9115747	045-3502-422.60-20	61.32
9/18/2019	1057				TULSA WORLD	002749	8/14/2019	045-3501-422.70-16	238.62
9/18/2019	7610				MEDNOW URGENT CARE CENTER	002748	401958	045-3501-422.30-87	277.50
9/18/2019	9216				DETROIT INDUSTRIAL TOOL	002740	572896	045-3501-422.60-23	221.44
9/18/2019	10500				J & J BOWERS LAWN CARE LLC	002742	91619	045-3503-422.30-87	450.00
						002751	91619	045-3501-422.30-87	150.00
								9/18/2019 TOTAL -	1,414.15
								CUMULATIVE TOTAL -	43,558.00
9/19/2019	1409				SMITH FARM & GARDEN CO	PI 3529	862310	045-3501-422.60-20	76.27
								9/19/2019 TOTAL -	76.27
								CUMULATIVE TOTAL -	43,634.27
9/23/2019	307				OTA PIKEPASS CENTER	002868	20190800110	045-3501-422.50-03	300.67
						002869	20190800110	045-3502-422.50-03	289.25
						002884	20190800110	045-3501-422.50-03	300.67
						002885	20190800110	045-3502-422.50-03	289.25
9/23/2019	6323				STANLEY SPRADLIN	002920	8-19-23/2019	045-3504-422.50-03	111.00
9/23/2019	8512				AT&T MOBILITY	002819	2848612	045-3501-422.50-22	41.03
						002820	2848612	045-3501-422.50-22	41.23
9/23/2019	9812				EMS MANAGEMENT & CONSULTANTS I	002854	036896	045-3502-422.40-28	17,670.05
9/23/2019	11292				STEPHEN HEINS	002921	9/10/2019	045-3501-422.30-11	210.00
								9/23/2019 TOTAL -	18,073.31
								CUMULATIVE TOTAL -	61,707.58
9/24/2019	8512				AT&T MOBILITY	002986	287286818065	045-3501-422.50-54	33.00
								9/24/2019 TOTAL -	33.00
								CUMULATIVE TOTAL -	61,740.58
9/25/2019	888				PREFERRED BUSINESS SYSTEMS	002999	INV64968	045-3501-422.40-55	45.09
9/25/2019	4335				NORTHERN TOOL & EQUIPMENT CO.	PI 3491	42786863	045-3504-422.60-24	46.47
								9/25/2019 TOTAL -	91.56
								CUMULATIVE TOTAL -	61,832.14

FUND	DATE DUE	045 PUBLI C SAFETY SALES TAX VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	9/26/2019	240	GRAI NGER	003066	9194484326	045-3501-422.60-23	22.36
	9/26/2019	309	OKLAHOMA NATURAL GAS CO	003043	254389900	045-3501-422.50-24	129.52
	9/26/2019	5173	WAGONER COUNTY FI REFI GHTERS AS	003062	2019 DUES	045-3501-422.30-85	125.00
						9/26/2019 TOTAL -	276.88
						CUMULATI VE TOTAL -	62,109.02
	9/27/2019	225	SUMMI T TRUCK GROUP	PI 3169	411183433	045-3502-422.60-20	488.08
				PI 3170	411183433	045-3502-422.60-20	36.08
				PI 3171	411183433	045-3502-422.60-20	30.94
	9/27/2019	8512	AT&T MOBI LITY	000918	2003583	045-3501-422.50-54	40.04
				000919	2006125	045-3501-422.50-54	40.04
				000920	2007759	045-3501-422.50-54	40.04
				000921	2313744	045-3501-422.50-54	40.04
				000922	2317072	045-3501-422.50-54	40.04
				000923	2317796	045-3501-422.50-54	40.04
				000924	2318158	045-3501-422.50-54	40.04
				000925	2318340	045-3501-422.50-54	40.04
				000926	2324713	045-3501-422.50-54	40.04
				000927	2327091	045-3501-422.50-54	40.04
				000928	2327728	045-3501-422.50-54	40.04
				000929	2373694	045-3501-422.50-54	40.04
				000930	2379084	045-3501-422.50-54	40.04
				000931	2609260	045-3501-422.50-54	40.04
				000932	2617054	045-3501-422.50-54	40.04
				000933	2617297	045-3501-422.50-54	40.04
				000934	2822212	045-3501-422.50-54	40.04
				000935	2825108	045-3501-422.50-54	40.04
				000936	2826892	045-3501-422.50-54	40.04
				000937	2827250	045-3501-422.50-54	40.04
				000938	2843377	045-3501-422.50-54	40.04
				000939	2844201	045-3501-422.50-54	40.04
				000940	3133458	045-3501-422.50-54	40.04
				000941	3446719	045-3501-422.50-54	40.04
				000942	3447283	045-3501-422.50-54	40.04
				000943	3447330	045-3501-422.50-54	40.04
				000944	3463757	045-3501-422.50-54	40.04
				000945	3469450	045-3501-422.50-54	40.04
				000946	4027844	045-3501-422.50-54	40.04
				000947	4389526	045-3501-422.50-54	40.04
				000948	4389634	045-3501-422.50-54	40.04
				000949	4389702	045-3501-422.50-54	40.04
				000950	4389983	045-3501-422.50-54	40.04
				000952	5132544	045-3501-422.50-54	40.04
				000953	6056822	045-3501-422.50-54	40.04
				000955	7030941	045-3501-422.50-54	40.04
				000956	7341288	045-3501-422.50-54	40.04
				000957	7342996	045-3501-422.50-54	40.04
				000958	7345512	045-3501-422.50-54	40.04
				000959	8463439	045-3501-422.50-54	40.04
				000960	9825658	045-3501-422.50-54	40.04
				000961	9825675	045-3501-422.50-54	40.04

FUND	DATE DUE	PUBLIC SAFETY	SALES TAX	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
						000962	2847466	045-3502-422.50-54	40.04
						000963	3449851	045-3502-422.50-54	40.04
						000964	3782766	045-3502-422.50-54	40.04
						000965	3782851	045-3502-422.50-54	40.04
						000966	3983977	045-3502-422.50-54	40.04
						000967	4021644	045-3502-422.50-54	40.04
						000968	4023886	045-3502-422.50-54	40.04
						000969	4039943	045-3502-422.50-54	40.04
						000970	4080325	045-3502-422.50-54	40.04
						000971	2617115	045-3501-422.50-54	40.04
						000972	3467671	045-3501-422.50-54	40.04
						004308	2329159	045-3502-422.50-54	40.04
						004309	2373446	045-3502-422.50-54	40.04
						005679	2372492	045-3502-422.50-54	40.04
						005680	9469202	045-3502-422.50-54	40.04
								9/27/2019 TOTAL -	2,837.38
								CUMULATIVE TOTAL -	64,946.40
10/01/2019		8512		AT&T MOBILITY			287260663054/09	045-3501-422.50-54	30.23
								10/01/2019 TOTAL -	30.23
								FUND 045 TOTAL -	64,976.63

FUND 060 WORKMANS COMP	DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
	DUE	NO	NAME	NO	NO	NO	

9/20/2019	10955	TWO OAKS I	INVESTMENT DBA	002822	2519	060-1700-419.30-87	5,833.33
						9/20/2019 TOTAL -	5,833.33
						CUMULATI VE TOTAL -	5,833.33
9/23/2019	10956	WORKER' S	COMPENSATI ON ACCOUNT	002922	SEPT 20 2019	060-1700-419.30-88	13,987.49
				002923	SEPT 20 2019	060-1700-419.50-90	11,335.18
				002924	SEPT 20 2019	060-1700-419.30-08	906.50
				002925	SEPT 20 2019	060-1700-419.30-87	91.90
						9/23/2019 TOTAL -	26,321.07
						FUND 060 TOTAL -	32,154.40

PREPARED 9/27/19, 9:07:28
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

FUND	DATE	GROUP	HEALTH AND LIFE	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
	DUE			NO	NO	NO	NO	
			VENDOR					
			NAME					
061	9/17/2019		CORESOURCE INC	10398	002676	0000526247	061-1700-419.30-87	86,414.38
							9/17/2019 TOTAL -	86,414.38
							FUND 061 TOTAL -	86,414.38

FUND	082 AGENCY	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
7/17/2019	99999	MI SC- A/ R REFUNDS	000442	860038	CASH	082-0000-229.03-04	295.00	* HELD *	
						7/17/2019 TOTAL -	295.00		
						CUMULATIVE TOTAL -	295.00		
9/12/2019	99999	MI SC- A/ R REFUNDS	002549	438148	CASH	082-0000-229.03-04	25.00		
			002551	763845	C. C.	082-0000-229.03-04	120.00		
			002553	859459	CASH	082-0000-229.03-04	35.00		
			002555	859459	C. C.	082-0000-229.03-04	30.00		
			002557	861187	CASH	082-0000-229.03-04	70.00		
			002559	861187	CASH	082-0000-229.03-04	145.00		
			002561	863401	CASH	082-0000-229.03-04	170.00		
						9/12/2019 TOTAL -	595.00		
						CUMULATIVE TOTAL -	890.00		
9/13/2019	99999	MI SC- A/ R REFUNDS	002576	843505	C. C.	082-0000-229.03-04	30.00		
			002578	852412	CASH	082-0000-229.03-04	60.00		
			002580	860188	CHECK	082-0000-229.03-04	295.00		
						9/13/2019 TOTAL -	385.00		
						CUMULATIVE TOTAL -	1,275.00		
9/16/2019	99999	MI SC- A/ R REFUNDS	BP	00-00000000	BON	082-0000-229.03-01	145.05		
						9/16/2019 TOTAL -	145.05		
						CUMULATIVE TOTAL -	1,420.05		
9/20/2019	99999	MI SC- A/ R REFUNDS	002799	439712	CHECK	082-0000-229.03-04	270.00		
			002801	853235	C. C.	082-0000-229.03-04	710.00		
			002803	863612	M. O.	082-0000-229.03-04	5.00		
			002805	863734	C. C.	082-0000-229.03-04	10.00		
			002807	865406	CASH	082-0000-229.03-04	95.00		
						9/20/2019 TOTAL -	1,090.00		
						CUMULATIVE TOTAL -	2,510.05		
9/24/2019	99999	MI SC- A/ R REFUNDS	002989	844792	C. C.	082-0000-229.03-04	170.00		
			002991	865520	CHECK	082-0000-229.03-04	1.00		
						9/24/2019 TOTAL -	171.00		
						CUMULATIVE TOTAL -	2,681.05		
9/26/2019	99999	MI SC- A/ R REFUNDS	003061	860038		082-0000-229.03-04	295.00		
						9/26/2019 TOTAL -	295.00		
						FUND 082 TOTAL -	2,976.05		

FUND	DATE DUE	092 2014 GO BOND ISSUE VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	8/07/2019	10728	H&G PAVING CONTRACTORS INC	PI 3343	9	092-5300-431.70-15	215,652.97
						8/07/2019 TOTAL -	215,652.97
						CUMULATIVE TOTAL -	215,652.97
	8/30/2019	11678	GRADE LINE CONSTRUCTION LLC	PI 3345	6	092-5300-431.70-15	51,258.19
						8/30/2019 TOTAL -	51,258.19
						CUMULATIVE TOTAL -	266,911.16
	8/31/2019	8894	PARAGON CONTRACTORS, LLC	PI 3340	10	092-5300-431.70-15	136,357.80
	8/31/2019	10728	H&G PAVING CONTRACTORS INC	PI 3344	8	092-5300-431.70-15	31,201.49
						8/31/2019 TOTAL -	167,559.29
						CUMULATIVE TOTAL -	434,470.45
	9/13/2019	5827	BUILDERS UNLIMITED, INC.	PI 3275	6	092-1700-419.70-16	17,048.90
						9/13/2019 TOTAL -	17,048.90
						FUND 092 TOTAL -	451,519.35

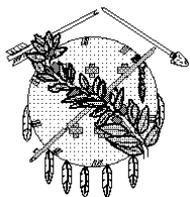
FUND 093 2018 GO BOND ISSUE	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT

	8/31/2019	10922	TYLER TECHNOLOGIES INC	PI 3716	045276302	093-1700-419.70-17	360,049.00
				PI 3717	045276303	093-1700-419.70-17	86,587.00
						8/31/2019 TOTAL -	446,636.00
						CUMULATIVE TOTAL -	446,636.00
	9/09/2019	1738	PLANNING DESIGN GROUP	PI 3558	4775	093-6000-451.70-16	6,375.00
	9/09/2019	7308	GUY ENGINEERING SERVICES INC	PI 3555	10855	093-5300-431.70-16	4,408.78
						9/09/2019 TOTAL -	10,783.78
						CUMULATIVE TOTAL -	457,417.78
	9/16/2019	5904	ADDCO ELECTRIC INC.	002632	23862	093-1700-419.70-17	350.00
	9/16/2019	9918	VALBRIDGE PROPERTY ADVISORS	002621	OK01-19-3966-00	093-5300-431.70-08	1,700.00
						9/16/2019 TOTAL -	2,050.00
						FUND 093 TOTAL -	459,467.78
						TOTAL ALL FUNDS -	2,853,976.61

PREPARED 9/27/19, 9:12:06
PROGRAM GM342V
CITY OF BROKEN ARROW

UNAPPLIED ACCOUNTS PAYABLE CREDITS

VENDOR NUMBER	VENDOR NAME	BANK CODE	AMOUNT
2813	HILBILT SALES CORP ARKANSAS	01	1,200.00-
6036	CUTTER & BUCK	28	230.04-
6126	WELSCO INC.	01	15.00-



City of Broken Arrow

Request for Action

File #: 19-1220, **Version:** 1

Broken Arrow City Council
Meeting of: 10/01/2019

Title:

Consideration, discussion, and possible approval of and authorization to execute a Proclamation declaring the Month of October of 2019 as Manufacturing Month

Background:

The City of Broken Arrow is promoting Manufacturing Month in October of 2019. Manufacturing Month was developed to improve public perception of manufacturing and is supported by thousands of manufacturers as they host students, teachers, parents, job seekers and other local community members at open houses designed to showcase modern manufacturing technology and careers nationwide. It is a national celebration of modern manufacturing designed to inspire the next generation on how they can make a difference through manufacturing, give guidance on how to take first steps in starting a career in modern manufacturing, effectively communicate that manufacturers need the next generation, show students, parents and educators the opportunity, creativity, possibility and accomplishment that comes with a career in manufacturing. The City of Broken Arrow ranks third in the State of Oklahoma for manufacturing and more than 7,000 employees represent more than 300 local manufacturers within the City of Broken Arrow. Thus, it is requested that the City proclaim the month of October of 2019 as Manufacturing Month.

Cost: None

Funding Source: None

Requested By: Norm Stephens, Economic Development Manager

Approved By: City Manager's Office

Attachments: Broken Arrow Manufacturing Proclamation

Recommendation:

Declare the Month of October of 2019 as Manufacturing Month.

2019 Manufacturing Month Proclamation

WHEREAS, The City of Broken Arrow, Oklahoma is promoting Manufacturing Month in October of 2019; and

WHEREAS, Manufacturing Month was developed to improve public perception of manufacturing and is supported by thousands of manufacturers as they host students, teachers, parents, job seekers and other local community members at open houses designed to showcase modern manufacturing technology and careers nationwide; and

WHEREAS, it is a national celebration of modern manufacturing designed to inspire the next generation on how they can make a difference through manufacturing, give guidance on how to take first steps in starting a career in modern manufacturing. effectively communicate that manufacturers need the next generation, show students, parents and educators the opportunity, creativity, possibility and accomplishment that comes with a career in manufacturing; and

WHEREAS, the City of Broken Arrow ranks third in the state of Oklahoma for manufacturing; and

WHEREAS, more than 7,000 employees represent more than 300 local manufacturers within the City of Broken Arrow; and

WHEREAS, modern advanced manufacturing relies on clean, well-lit and climate- controlled environments; provides competitive benefits to every employee including healthcare and retirement plans ; and thereby makes manufacturing a worthwhile career choice for all residents; and

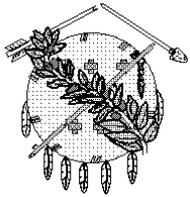
WHEREAS, the City of Broken Arrow, Oklahoma supports and joins in this national and state effort to help America's manufacturers do what they do best - grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, BE IT RESOLVED, I, Craig Thurmond, Mayor of the City of Broken Arrow, Oklahoma, on behalf of the Broken Arrow City Council and residents, do hereby proclaim October of 2019 as

MANUFACTURING MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of the City of Broken Arrow, Oklahoma to be affixed this 1st day of October 2019.

Craig Thurmond, Mayor
City of Broken Arrow, Oklahoma



City of Broken Arrow

Request for Action

File #: 19-1206, **Version:** 1

Broken Arrow City Council
Meeting of: 10/01/2019

Title:

Presentation regarding the Ronald D. Flanagan Gold Project Award for The Together Project

Background:

The Together Project is a unique and unprecedented partnership between the City of Broken Arrow and the Broken Arrow Public Schools. This collaborative partnership utilizes adjacent and adjoining property to use as an outdoor classroom and training center. The goals of the program are to provide sufficient flood protection of localized properties, improve overall water quality of the localized watershed, and to preserve the natural habitat of the properties and floodplains. On June 4, 2018, the Council adopted the name Tiger Creek Nature Park for the detention facility and City-owned property located immediately north of Albany Street across from Broken Arrow High School.

Since the inception of this program, Donna Gradel, Broken Arrow Public Schools and Kenny Schwab, Assistant City Manager of Operations have had numerous opportunities to present to various in state and out of state organizations about the outcomes of this overwhelmingly successful and innovative collaboration.

On September 17, 2019, *The Together Project* was presented with the Ronald D. Flanagan Gold Project Award at the Oklahoma Floodplain Managers Association (OFMA) annual conference in Durant, Oklahoma in recognition of this partnership. Mr. Flanagan was a founding member of OFMA and an instrumental voice to help Tulsa overcome its significant flooding issues in the 1970s and early 1980s. Due to his efforts coupled with many others, Tulsa went from the number one flood-prone community in the United States in the 1980s to the number one flood-resistant community just a couple of decades later. It is a great honor to have received this award.

City staff would like to present this award to the Council.

Cost: None

Funding Source: N/A

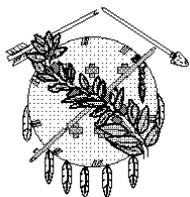
Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager's Office

Attachments: None

Recommendation:

No action required.



City of Broken Arrow

Request for Action

File #: 19-1242, **Version:** 1

**Broken Arrow City Council
Meeting of: 10-01-2019**

Title:

Consideration, discussion, and possible approval to reject all bids for the construction of Fire Station No. 2 Foundation & Precast Repair (Project No. 193509) and find that the best interests of the Broken Arrow City Council will be served by the rejection

Background:

Fire Station No. 2 is located at 2300 W. Norfolk Dr, Broken Arrow, Oklahoma and was opened for operation in 2012. The station has had foundation settlement issues on the west side of the building for several years. Wallace Engineering - Structural Consultants, Inc. (Wallace) was engaged to perform a peer review of design, plans, specifications and calculations produced by the original design firm BKL, Inc. Wallace produced a findings report complete with repair recommendations and a cost estimate. In addition, Wallace Engineering has prepared construction documents for repairs to the foundation and building based upon the recommendations from their structural investigation findings report. Their repair construction documents includes 17 drilled concrete piers, concrete grade beams and repairs to the precast roof double tee beams.

Bid documents were advertised on August 14 and 21, 2019. Three responsive bids were received and opened on September 17, 2019. The lowest responsive bid was from Voy Construction with a bid price of \$779,324.00 and was at least 94% higher than the project budget of \$400,000.00. The engineer's estimate \$374,762.01

Cost: \$0.00

Funding Source: Fire Sales Tax Fund

Requested By: Kenneth D. Schwab, P.E., Assistant City Manager

Approved By: City Manager Office

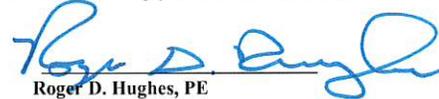
Attachments: Certified Bid Tabulation

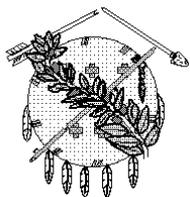
Recommendation:

Reject all bids for the construction of Fire Station No. 2 Foundation & Precast Repair (Project No. 193509) and such action is in the best interests of the Broken Arrow City Council

BID TAB FIRE STATION NO. 2 PRECAST AND FOUNDATION REPAIR PROJECT NO. 193509 BID NO. 19.178 BID OPENING SEPTEMBER 17, 2019 AT 2:00 P.M. AT THE CITY OF BROKEN ARROW OPERATIONS BUILDING											
				ENGINEER'S ESTIMATE		VOY CONSTRUCTION		DARIS CONSTRUCTION		WEST CONSTRUCTION	
ITEM	DESCRIPTION	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	FS NO. 2 PRECAST & FND REPAIR	LS	1	\$ 374,762.01	\$ 374,762.01	\$ 779,324.00	\$ 779,324.00	\$ 785,818.00	\$ 785,818.00	\$ 962,845.00	\$ 962,845.00
BASE BID TOTAL				\$	374,762.01	\$	779,324.00	\$	785,818.00	\$	962,845.00

I certify that this is a true and correct Tabulation of Bids received at 2:00 pm on September 17, 2019. This document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.


 Roger D. Hughes, PE
 Engineering Division Manager



City of Broken Arrow

Request for Action

File #: 19-1210, **Version:** 1

Broken Arrow City Council
Meeting of: 10-01-2019

Title:

Consideration, discussion, and possible approval of and authorization to waive the residency requirement of the Drainage Advisory Committee to allow members of the committee residing outside the City limits, but within the fence line, to serve pursuant to Broken Arrow Code of Ordinances Chapter 2, Section 2-13

Background:

In accordance with Ordinance 2-13(c), "Members of boards and commissions," members of a board or commission must reside within the city during their term of office. The council has established a "Drainage Advisory Committee" pursuant to Ordinance 3588 establishing the committee. An appointed member of the Drainage Advisory Committee resides inside Broken Arrow's fence line, but not within the city limits. The appointee is Joel Coggins. Ordinance 2-13(c) allows the council to waive the residency requirement.

Cost: \$0

Funding Source: No Source

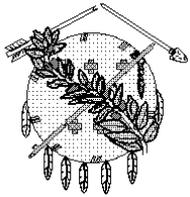
Requested By: John Bowling, Assistant City Attorney

Approved By: City Manager's Office

Attachments: None

Recommendation:

Approve and authorize execution of a waiver of the residency requirement for the Drainage Advisory Committee.



City of Broken Arrow

Request for Action

File #: 19-1238, **Version:** 1

Broken Arrow City Council
Meeting of: 10-01-2019

Title:

Consideration, discussion, and possible appointment of Jason Featherngill to the Broken Arrow Drainage Advisory Committee

Background:

On August 6, 2019, Council adopted Ordinance No. 3588 establishing the Broken Arrow Drainage Advisory Committee. The purpose of this Committee is to advise the City Council regarding the public benefits of recommended drainage projects, the anticipated project costs and proposed priorities for such drainage projects. These projects will be funded by Proposition No. 6 from the 2018 General Obligation bond program.

Each Councilmember is entitled to nominate one appointment to the Committee, subject to confirmation by a majority of the entire membership of Council. Members will serve for a four-year term. The remaining two members of the Committee must be Broken Arrow City Council members.

On September 3, 2019, the Council approved Vice Mayor Scott Eudey's nomination of Zoe Brooks to the Advisory Committee. Since that time, Ms. Brooks has discovered that she is no longer able to serve. Mr. Eudey has named Jason Featherngill as a replacement nominee.

Staff recommends that council approve Vice Mayor Eudey's nomination of Jason Featherngill to the Drainage Advisory Committee.

Cost: None

Funding Source: None

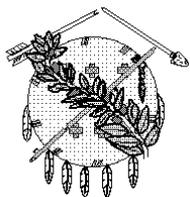
Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager's Office

Attachments: None

Recommendation:

Approve the nomination of Jason Featherngill to the Drainage Advisory Committee.



City of Broken Arrow

Request for Action

File #: 19-1247, **Version:** 1

**Broken Arrow City Council
Meeting of: 10/01/19**

Title:

Consideration, discussion, and possible approval of the proposed list of projects for the 2018 General Obligation Bond Issue, Series 2019A Sale

Background:

On August 28, 2018, the residents of Broken Arrow voted to approve the 2018 General Obligation Bond Program. The Council has authorized an initial sale of a portion of the 2018 GO Bonds in the amount of 12,500,000. Based upon the current valuation, staff proposes to sell \$23,250,000 worth of projects approved by the voters.

The proposed project breakdown and amounts include the following:

Proposition 1 - Transportation	\$13,085,000
Proposition 2 - Public Safety	\$5,760,000
Proposition 3 - Quality of Life	\$2,585,000
Proposition 4 - Public Facilities	\$1,400,000
Proposition 5 - Stormwater	\$420,000
Total	\$23,250,000

A complete project breakdown is attached for your viewing.

Staff recommends approval of the proposed projects.

Cost: None

Funding Source: None

Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager's Office

Attachments: 180503 GO Bond Program - Publication 7

Recommendation:

Approve the proposed list of 2018 General Obligation Bond Issue for Sale in Series 2019A.

**2018 GO BOND PROGRAM – SERIES 2019A
LIST OF PROPOSED PROJECTS AND COSTS
OCTOBER 1, 2019**

Proposition 1

Widen Houston Street from 9 th Street to Old Highway 51	\$890,000
Widen Houston Street from Garnett Road to Olive Avenue	\$470,000
Widen Houston Street from Olive Avenue to Aspen Avenue	\$350,000
Construct improvements to the intersection at Washington Street And Aspen Avenue	\$2,200,000
Widen Aspen Avenue from Tucson Street to West Shreveport Street	\$600,000
Widen 9 th Street from Houston Street to Washington Street	\$420,000
Widen 23 rd Street from Omaha Street to Albany Street	\$600,000
Construct bridge replacement on 23 rd Street between Omaha Street And Albany Street	\$490,000
Rehabilitate and/or resurface various residential streets located throughout the city	\$2,305,000
Widen Albany Street from 23 rd Street to 37 th Street	\$3,760,000
BA Expressway Entryway Improvements	\$500,000
Sidewalk improvements – various locations	\$500,000
Proposition 1 Subtotal	\$13,085,000

Proposition 2

Acquisition, construction, equipping and furnishing of a new Fire Station located at Washington Street and 1 st Place for replacement of Fire Station No. 7	\$4,500,000
Acquisition and equipping of fire trucks and/or ambulances	\$1,000,000
Expansion, renovation, equipping and furnishing of Broken Arrow Police Department jail	\$260,000
Proposition 2 Subtotal	\$5,760,000

Proposition 3

Construction of additional restrooms and improvements at Jackson Park	\$300,000
Improvements to Nienhuis Park	\$300,000
Improvements to Indian Springs Sports Complex	\$225,000
Construct, furnish and equip a new park to be located in the southwest part of Broken Arrow	\$260,000
Improvements to Arrowhead Park	\$500,000
Battle Creek Golf Course – Irrigation	\$1,000,000
Proposition 3 Subtotal	\$2,585,000

Proposition 4

Software upgrade for city facilities

\$1,400,000

Proposition 4 Subtotal

\$1,400,000

Proposition 5

Drainage improvements in the vicinity of Stone Ridge Towne
Center located at Albany Street and State Highway 51

\$150,000

Drainage and channelization improvements in the vicinity of
Indian Springs, near Jasper Street and Aspen Avenue

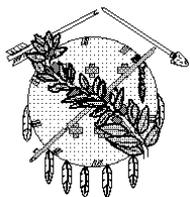
\$270,000

Proposition 5 Subtotal

\$420,000

TOTAL 2018 GO BOND SALE

\$23,250,000



City of Broken Arrow

Request for Action

File #: 19-1229, Version: 1

**Broken Arrow City Council
Meeting of: 10/01/2019**

Title:

Consideration, discussion, and possible approval and authorization to execute Resolution No. 1270, a Resolution fixing the amount of Series 2019A Bonds to mature each year, fixing the time and place the bonds are to be sold and authorizing the clerk to give notice of said sale as required by law; approving a legal services agreement with Kiser Law Firm, PLLC and a financial advisor services agreement with Municipal Finance Services, Inc. and containing other provisions with respect to the issuance of general obligation bonds

Background:

The City Council earlier approved at this meeting on October 1, 2019 the projects list for the sale of \$23,250,000 in General Obligation Bonds. Resolution #1270 sets the amount of bonds to be issued, the time and place of the sale. These bonds will be referred to as Series 2019A. The bonds are scheduled to be awarded at the November 5, 2019 City Council meeting and are anticipated to close in December 2019.

On August 28, 2018 an election was held for the purpose of submitting to the voters the question of issuance of general obligation bonds and the following amount were approved at said election. (i) \$142,625,000 to provide funds for the purpose of constructing and repairing streets within the City; (ii) \$20,350,000 to provide funds for the purpose of purchasing, constructing and repairing public safety utilities within the City; (iii) \$17,750,000 to provide funds for the purpose of purchasing, constructing, and repairing parks and recreation utilities of the City; (iv) \$16,800,000 to provide funds for the purpose of purchasing, constructing, furnishing and equipping public buildings; (v) \$7,500,000 for the purpose of constructing, reconstructing and repairing stormwater facilities; and (vi) \$5,500,000 for the purpose of drainage improvements to property exclusively owned or in part by said City

2019A will be the second series sold from the 2018 bond elections; which will include \$13,085,000 from proposition 1 (Streets), \$5,760,000 from proposition #2 (Public Safety), \$2,585,000 from proposition 3 (Quality of Life), \$1,400,000 from proposition #4 (Public Buildings and Facilities) and \$420,000 from proposition 5 (Stormwater). The bonds will have a term of 20 years.

Cost: \$100,000 estimated issuance costs

File #: 19-1229, **Version:** 1

Funding Source: Proceeds from the sale

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Resolution #1270, 2019A list of approved projects, Kiser Law Firm agreement and Municipal Finance Service agreement

Recommendation:

Approve Resolution No. 1270 and authorize its execution.

THE COUNCIL OF THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, MET IN REGULAR SESSION IN CITY COUNCIL CHAMBERS AT THE CITY HALL, 220 SOUTH FIRST STREET, IN SAID CITY ON THE 1ST DAY OF OCTOBER, 2019, AT 6:30 P.M.

COUNCIL MEMBERS PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the municipality for the calendar year 2019 having been given in writing to the Clerk of the municipality on or before December 15, 2018, and public notice of this meeting having been posted in prominent view at the entry to City Hall twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and state designated legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

The Mayor introduced the resolution set forth herein below, a copy of which was provided each Councilmember prior to this meeting, which resolution was read by title only. Upon completion of discussion thereof, Councilmember _____ moved the adoption of said resolution, which motion was seconded by Councilmember _____. Thereupon the roll was called on the question, resulting in the adoption of said resolution by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality, and is as follows:

RESOLUTION NO. 1270

A RESOLUTION FIXING THE AMOUNT OF SERIES 2019A BONDS TO MATURE EACH YEAR, FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW; APPROVING THE PRELIMINARY OFFICIAL STATEMENT PERTAINING TO SAID BONDS; APPROVING A LEGAL SERVICES AGREEMENT WITH KISER LAW FIRM, PLLC AND A FINANCIAL ADVISOR SERVICES AGREEMENT WITH MUNICIPAL FINANCE SERVICES, INC. AND CONTAINING OTHER PROVISIONS WITH RESPECT TO THE ISSUANCE OF GENERAL OBLIGATION BONDS.

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held within the City of Broken Arrow, Oklahoma (the "City"), for the purposes of submitting to the qualified voters the question of the issuance of general obligation bonds of said City for specified purposes; and

WHEREAS, the issuance of bonds under Article X Section 27 of the Oklahoma Constitution in and for the following principal amounts and respective purposes was approved at said election: (i) \$142,625,000 to provide funds for the purpose of constructing and repairing streets within the City; (ii) \$20,350,000 to provide funds for the purpose of purchasing, constructing and repairing public safety utilities within the City; (iii) \$17,750,000 to provide funds for the purpose of purchasing, constructing, and repairing parks and recreation utilities of the City; (iv) \$16,800,000 to provide funds for the purpose of purchasing, constructing, furnishing and equipping public buildings; and (v) \$7,500,000 for the purpose of constructing, reconstructing and repairing stormwater facilities; and

WHEREAS, the issuance of bonds under Article X Section 26 of the Oklahoma Constitution in the principal amount of \$5,500,000 for the purpose of drainage improvements to property to be owned exclusively or in part by the City was approved at said election; and

WHEREAS, the City previously issued \$11,500,000 principal amount of bonds authorized under Article X Section 27 at the above recited election with the issuance of its General Obligation Bonds, Series 2018C dated December 1, 2018, for the following purposes; (i) constructing, reconstructing and repairing streets (\$5,310,000), (ii) purchasing, constructing, and repairing parks and recreation facilities (\$1,500,000), (iii) purchasing, constructing, furnishing and equipping public buildings and facilities (\$3,870,000) and (iv) constructing, reconstructing and repairing stormwater facilities (\$820,000); and

WHEREAS, the City previously issued \$1,000,000 principal amount of bonds authorized at the above recited election under Article X Section 26 with the issuance of its General Obligation Bonds, Series 2018D dated December 1, 2018; and

WHEREAS, staff has recommended and the governing body of the City has determined that \$23,250,000 principal amount of bonds authorized under Article X Section 27 at the above recited election should be issued at this time for the respective purposes for which the same were authorized, to wit:

\$13,085,000 for constructing and repairing streets; \$5,760,000 for purchasing, constructing and repairing public safety utilities; \$2,585,000 for purchasing, constructing, and repairing parks and recreation utilities; \$1,400,000 for purchasing, constructing, furnishing and equipping public buildings; and \$420,000 for constructing, reconstructing and repairing stormwater facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION 1. That \$23,250,000 principal amount of General Obligation Bonds, Series 2019A of the City of Broken Arrow, Oklahoma voted on the 28th day of August, 2018, shall be offered for sale at City Hall in said City on the 5th day of November, 2019, at 1:00 p.m., C.D.S.T., and that said Bonds shall become due \$1,220,000 in two years from their date and \$1,220,000 annually each year thereafter until paid, except that the last installment shall be for \$1,290,000.

SECTION 2. The Legal Services Agreement of the Kiser Law Firm, PLLC, dated of even date hereof and the Financial Advisor Services Agreement of Municipal Finance Services, Inc. dated of even date hereof are approved. The engagement of other professionals deemed necessary in the issuance of the Bonds is hereby authorized, subject to the approval of the Mayor or, in the event of his absence or incapacity, the Vice Mayor.

SECTION 3. The form of Preliminary Official Statement outlining the terms, conditions and security for the Bonds is hereby adopted and approved, is deemed by the City Council of the City to be “final” in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities Exchange Act of 1934, and the Mayor or Vice Mayor is authorized to approve any corrections, additions or deletions thereto for and on behalf of the City, and thereupon the Mayor or Vice Mayor is authorized to execute and deliver same for and on behalf of the City and distribution of the Preliminary Official Statement by the Financial Advisor in connection with the sale of the Bonds is hereby expressly authorized; and further, the Mayor or Vice Mayor is authorized to approve, execute and deliver a Final Official Statement or Official Statement for and on behalf of the City upon issuance of the Bonds.

SECTION 4. The City Clerk is hereby directed to cause Notice of Sale of said Bonds to be given as required by law.

PASSED AND APPROVED this 1st day of October, 2019.

CITY OF BROKEN ARROW, OKLAHOMA

(SEAL)
ATTEST:

Mayor

City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, in said County and State, hereby certify that the attached Resolution is a true and complete copy of the Resolution duly adopted by the Broken Arrow City Council and approved by the Mayor on the date herein set out and recorded in my office, and of the proceedings had by said City Council in the adoption thereof, all as shown by the records of my office. I further certify that attached hereto is a true and complete copy of public notice prominently posted at the place of said meeting at least twenty-four (24) hours prior to said meeting wherein said Resolution was adopted.

WITNESS my hand and the seal of said City this 1st day of October, 2019.

(SEAL)

City Clerk

**2018 GO BOND PROGRAM – SERIES 2019A
LIST OF PROPOSED PROJECTS AND COSTS
OCTOBER 1, 2019**

Proposition 1

Widen Houston Street from 9 th Street to Old Highway 51	\$890,000
Widen Houston Street from Garnett Road to Olive Avenue	\$470,000
Widen Houston Street from Olive Avenue to Aspen Avenue	\$350,000
Construct improvements to the intersection at Washington Street And Aspen Avenue	\$2,200,000
Widen Aspen Avenue from Tucson Street to West Shreveport Street	\$600,000
Widen 9 th Street from Houston Street to Washington Street	\$420,000
Widen 23 rd Street from Omaha Street to Albany Street	\$600,000
Construct bridge replacement on 23 rd Street between Omaha Street And Albany Street	\$490,000
Rehabilitate and/or resurface various residential streets located throughout the city	\$2,305,000
Widen Albany Street from 23 rd Street to 37 th Street	\$3,760,000
BA Expressway Entryway Improvements	\$500,000
Sidewalk improvements – various locations	\$500,000
Proposition 1 Subtotal	\$13,085,000

Proposition 2

Acquisition, construction, equipping and furnishing of a new Fire Station located at Washington Street and 1 st Place for replacement of Fire Station No. 7	\$4,500,000
Acquisition and equipping of fire trucks and/or ambulances	\$1,000,000
Expansion, renovation, equipping and furnishing of Broken Arrow Police Department jail	\$260,000
Proposition 2 Subtotal	\$5,760,000

Proposition 3

Construction of additional restrooms and improvements at Jackson Park	\$300,000
Improvements to Nienhuis Park	\$300,000
Improvements to Indian Springs Sports Complex	\$225,000
Construct, furnish and equip a new park to be located in the southwest part of Broken Arrow	\$260,000
Improvements to Arrowhead Park	\$500,000
Battle Creek Golf Course – Irrigation	\$1,000,000
Proposition 3 Subtotal	\$2,585,000

Proposition 4

Software upgrade for city facilities	\$1,400,000
Proposition 4 Subtotal	\$1,400,000

Proposition 5

Drainage improvements in the vicinity of Stone Ridge Towne Center located at Albany Street and State Highway 51	\$150,000
Drainage and channelization improvements in the vicinity of Indian Springs, near Jasper Street and Aspen Avenue	\$270,000
Proposition 5 Subtotal	\$420,000

TOTAL 2018 GO BOND SALE \$23,250,000

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Broken Arrow, Oklahoma (the "City") and the Kiser Law Firm, PLLC, Edmond, Oklahoma ("Attorneys") is made and entered into this 1st day of October, 2019, for legal services by Attorneys to the City in connection with the issuance of by the City of one or more series of obligations designated General Obligation Bonds, Series 2019 (the "Bonds").

Attorneys hereby agree to prepare, furnish or review all necessary documentation with respect to the calling and holding of elections and all proceedings and documentation required under state or federal law for the authorization and issuance of the Bonds, including all certifications and filings required in order that the interest on the Bonds be excludable, if appropriate, from the gross income of the recipient thereof for purposes of federal and/or state income taxation. Attorneys will not be required to perform and the fees herein are not intended to cover legal work in connection with the preparation of any offering materials or official statement for the issuance of the Bonds. Attorneys will not be required to perform condemnation proceedings, title work, acquisition of rights-of-way and easements, proceedings incident to construction contracts, litigation or any other matters not generally considered part of a municipal bond financing transaction.

For such services, City agrees to pay Attorneys a fee of \$30,000 for the first series of bonds and \$15,000 for each subsequent series of bonds issued per issue date, plus reimbursement of expenses not to exceed \$2,000 per series. All fees and expenses shall be on a contingency basis, payable only upon a successful election authorizing issuance of general obligation bonds, if required, and the actual sale, issuance and delivery of bonds.

The City shall pay all publication expenses and all expenses related to the calling and holding of elections.

Attorneys agree to render a legal market opinion to the purchaser(s) of the Bonds and furnish one copy of the complete transcript of proceedings for each series of Bonds issued to the City and to the purchaser and paying agent for the Bonds, if requested.

This Agreement supercedes all prior agreements for legal services between the parties respecting Bonds issued by the City.

CITY OF BROKEN ARROW, OKLAHOMA

(SEAL)

ATTEST:

Mayor

City Clerk

KISER LAW FIRM, PLLC

APPROVED:

Deputy

City Attorney

September 26, 2019

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the CITY OF BROKEN ARROW, OKLAHOMA (the “Client”).

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client’s new and outstanding general obligation bonds, (the “Issues”). The Client designates MFSOK as the Client’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”).

A. New Issues

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparing offering documents, notices of sale, instructions to bidders, , or official statements, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, accountants, auditors, consultants, rating agencies, , trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
11. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
12. Review documents related to the new Issue prepared by Client’s legal representatives.
13. Coordinate closing of the new Issue with Client and other parties.
14. Provide a Post-Closing Memorandum or summary of the new Issue regarding purpose of the Issue, payment of debt service, post-closing requirements, and other administrative guidance.

B. Refunding of Existing Issues

1. Evaluate potential refunding opportunities on existing Issues.
2. Advise Client on exercise of optional redemption rights on outstanding Issues.
3. Provide gross and present value savings analysis along with mill levy reduction analysis to the Client and assist with statutory public hearing process.

unbiased and competent advice to the Client. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

If MFSOK becomes aware of any, actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;

- b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
- c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC, MSRB and the Oklahoma Department of Securities record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Rick A. Smith
3933 E. Covell Road
Edmond, OK 73034

CLIENT:

City of Broken Arrow
Attn: Mayor
PO Box 610
Broken Arrow, Oklahoma, 74103-0610

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved. In addition, the Client acknowledges receipt of the Form ADV Part 2A Brochure and Part 2B Brochure Supplement.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on October 1, 2019 at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon Wolff, Vice-President

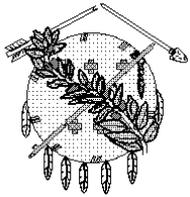
APPROVED AS TO FORM:



Deputy City Attorney

CITY OF BROKEN ARROW

By: _____
Mayor



City of Broken Arrow

Request for Action

File #: 19-1230, Version: 1

**Broken Arrow City Council
Meeting of: 10/01/2019**

Title:

Consideration, discussion, and possible approval and authorization to execute Resolution No. 1271, a Resolution providing for the issuance of General Obligation Refunding Bonds in a principal amount not to exceed Ten Million One Hundred Thousand dollars (\$10,100,000) by the City of Broken Arrow, Oklahoma, for the purpose of refunding a portion of the city's outstanding general obligation bonded indebtedness; Establishing a not to exceed true interest costs and maturity dates; Prescribing form of refunding bonds and providing for registration thereof; Providing a levy of an annual tax for payment of principal and interest on said refunding bonds; Waiving competitive bidding and designating an underwriter for the bonds and authorizing execution of a bond purchase contracts, escrow fund agreements, continuing disclosure agreements and paying agent/registrar agreements; Ratifying and confirming a legal services agreements and a financial services agreement with respect to the issuance of the bonds; approving an Official Statement and providing other details of the issue

Background:

The City has three General Obligation Bonds outstanding (General Obligation Bonds, Series 2009C; General Obligation Bonds, Series 2009D and the General Obligation Bonds, Series 2010B) that are now subject to optional redemption or will be subject to redemption within the next year which provides the City an opportunity to refinance or refund the bonds to reduce future interest costs. These three issues are good candidates for a refunding in which the City would issue new General Obligation Refunding Bonds and pay off the 2009C, 2009D and the 2010B bonds, resulting in a reduction in the ad valorem taxes necessary to repay the bonds. Low interest rates available in today's bond market make the refunding an economical transaction, providing significant benefits to the City and its taxpayers. The three issues are as follows:

- A. General Obligation Bonds, Series 2009C
 - a. Date of Bonds: December 1, 2009
 - b. Original Amount: \$3,225,000
 - c. Principal Outstanding (as of 12/1/2019): \$1,155,000
 - d. **Optional Bond Call Date: December 1, 2019**
 - e. Final Maturity Date: December 1, 2024

- B. General Obligation Bonds, Series 2009D
 - a. Date of Bonds: December 1, 2009
 - b. Original Amount: \$6,400,000

- c. Principal Outstanding (as of 12/1/2019): \$2,305,000
- d. **Optional Bond Call Date: December 1, 2019**
- e. Final Maturity Date: December 1, 2024

Remaining Average Interest Rate of Series 2009C and Series 2009D Bonds: 3.643%

- C. General Obligation Bonds, Series 2010B
 - a. Date of Bonds: August 1, 2010
 - b. Original Amount: \$10,575,000
 - c. Principal Outstanding (as of 12/1/2019): \$6,135,000
 - d. **Optional Bond Call Date: August 1, 2020**
 - e. *Remaining Average Interest Rate: 3.755%*
 - f. Final Maturity Date: August 1, 2030

Refunding Analysis

The aggregate principal amount outstanding as of December 1, 2019 of both the 2009C and 2009D issues is \$3,460,000. The City would issue approximately \$3,465,000 in new general obligation bonds (General Obligation Refunding Bonds, Series 2019B) along with generating approximately \$70,704 in original issue premium based on current market pricing to cover the additional funds required for payoff and to pay any costs associated with the new issue. The principal amount of the refunding issue could increase or decrease slightly based on market conditions on the bond pricing date. The term of the 2019B GO Refunding Bonds would be structured to not extend the term of any of the issues to be refinanced. Based on current interest rates, we estimate the true interest cost on the new bonds would be around 1.45% with a final maturity of December 1, 2024. The estimated Debt Service Payment reduction is projected at \$179,450 with a net present value ("NPV") savings calculated at approximately \$171,737 (after taking into consideration any costs of issuance), representing 4.96% of the refunded bonds, well within the 3% to 5% industry standard for an economical refunding transaction.

The principal amount outstanding as of December 1, 2019 of the 2010B issue is \$6,135,000. The City would issue approximately \$6,350,000 in new general obligation bonds (General Obligation Refunding Bonds, Taxable Series 2019C) along with generating approximately \$52,111 in original issue premium based on current market pricing to cover the additional funds required for payoff and to pay any costs associated with the new issue. The principal amount of the refunding issue could increase or decrease slightly based on market conditions on the bond pricing date. Because the early redemption date (August 1, 2020) for the 2010B Bonds is beyond 90 days from the anticipated closing date of the proposed refunding bonds, the 2019C Bonds cannot be issued as tax exempt bonds. The term of the 2019C GO Refunding Bonds would be structured to not extend

the term of any of the issues to be refinanced. Based on current interest rates, we estimate the true interest cost on the new bonds would be around 2.31% (taxable interest rate) with a final maturity of August 1, 2030. The estimated Debt Service Payment reduction is projected at \$350,880 with a net present value ("NPV") savings calculated at approximately \$307,377 (after taking into consideration any costs of issuance), representing 5.01% of the refunded bonds.

Issuance Process

State Statutes provide a road map for issuing GO Refunding Bonds which includes several key steps. GO Refunding Bonds do not require an election and can be issued by the City Council without voter approval. A public hearing is required with a 10-day notice published in the paper to provide the public an opportunity to hear details of the transaction and ask questions. These bonds also may be sold through a negotiated sale rather than a competitive sale process required by traditional GO Bonds. This acknowledges the need to get the bonds to market to capture interest rates. The determination of underwriter should be accomplished by staff by September 14, 2019 in order to meet refunding timeline. The bonds have to be authorized by the City Council and then awarded to the underwriter. Another important feature of the GO Refunding Bonds is that even though the Oklahoma Attorney General must approve them, there is no 30-day contestability period before closing the issue. The Bonds will be rated by Moody's and will most likely carry the City's current bond rating of Aa3.

Benefits of the Refunding

Outside of interest savings, an additional benefit of the refunding and restructuring existing debt payments is the ability to minimize any tax impacts from any GO Bond Issue(s) to be sold in the future. If the refunding is carried out, the principal amount of bonds that could be issued later could be increased without increasing tax impact on property owners due to the reduction in mill levy (estimated annual average at approximately .07 mills over the next 4 levy years and approximately .03 mills thereafter until the last levy for the 2019C is complete). For example, with a .07 mill levy average annual reduction, the City could increase its next GO Bond issue size by approximately \$750,000 assuming a 20-year bond term. Therefore, the aggregate present value savings of approximately \$450,000 could translate into approximately \$750,000 in additional bond buying power.

Estimated General Schedule

September 17, 2019 - Deadline for City Staff decision on selection of underwriter for proposed General Obligation Refunding Bonds, Series 2019B and 2019C

September 19, 2019 - Publication of Notice of Hearing - GO Bond Refunding

October 1, 2019 at 4:30 p.m. (Prior to Council Meeting) - Required Public Hearing at City Hall (2019B and 2019C Refunding Bonds)

October 1, 2019 - Presentation to the City Council regarding refunding of existing GO Bonds (2009C, 2009D and 2010B Series) with Resolution to be considered authorizing the issuance of the refunding bonds and designating underwriter for the proposed issue. The Resolution establishes parameters for the issuance of the bonds which would be sold and marketed by the underwriter on November 5, 2019.

October 8, 2019 - Submit GO Bond Rating Request Package to Moody's (2019B and 2019C Bonds)

October 30, 2019 - Rating Provided by Moody's (2019B and 2019C Bonds)

November 5, 2019 - Selected underwriting firm prices\sales refunding bond issue

November 12, 2019 - Submit Transcript to Attorney General

December 17, 2019 - Close the 2019B and 2019C Refunding Bonds

Cost: \$100,000 anticipated closing cost

Funding Source: Proceeds of the Sale

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Resolution 1271. Kiser Law Firm agreement and Municipal Finance Service agreement

Recommendation:

Approve Resolution No. 1271 and authorize its execution

THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, MET IN REGULAR SESSION IN CITY COUNCIL CHAMBERS LOCATED IN CITY HALL, 220 SOUTH FIRST STREET, BROKEN ARROW, OKLAHOMA, ON THE 1ST DAY OF OCTOBER, 2019, AT 6:30 P.M.

COUNCIL MEMBERS PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the municipality for the calendar year 2019 having been given in writing to the Clerk of the municipality on or before December 15, 2018, and public notice of this meeting having been posted in prominent view at the entry to City Hall twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and state designated legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

Thereupon, the Mayor presented a proposal regarding the issuance of general obligation refunding bonds for the purpose of refunding the outstanding principal amounts of the City's General Obligation Bonds, Series' 2009C, 2009D and 2010B and paying costs of issuance. Upon conclusion of discussion of the merits of such proposal, including the terms, conditions, fees and expenses involved in such transaction, the Mayor inquired whether anyone in attendance had additional questions or comments respecting such proposed financing. Thereafter, Councilmember _____ moved the adoption of the following resolution, which motion was seconded by Councilmember _____. The roll was called on the question of the adoption of said motion, resulting in the following vote:

AYE:

NAY:

RESOLUTION NO. 1271

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS IN PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$10,100,000) BY THE CITY OF BROKEN ARROW, OKLAHOMA, FOR THE PURPOSE OF REFUNDING A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDED INDEBTEDNESS; ESTABLISHING NOT TO EXCEED TRUE INTEREST COSTS AND MATURITY DATES; PRESCRIBING FORM OF REFUNDING BONDS AND PROVIDING FOR REGISTRATION THEREOF; PROVIDING A LEVY OF AN ANNUAL TAX FOR PAYMENT OF PRINCIPAL AND INTEREST ON SAID REFUNDING BONDS; WAIVING COMPETITIVE BIDDING AND DESIGNATING AN UNDERWRITER FOR THE REFUNDING BONDS AND AUTHORIZING EXECUTION OF BOND PURCHASE CONTRACTS, ESCROW FUND AGREEMENTS, CONTINUING DISCLOSURE AGREEMENTS AND PAYING AGENT/REGISTRAR AGREEMENTS;

RATIFYING AND CONFIRMING A LEGAL SERVICES AGREEMENT AND A FINANCIAL SERVICES AGREEMENT WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; APPROVING AN OFFICIAL STATEMENT AND PROVIDING OTHER DETAILS OF THE ISSUE.

WHEREAS, The City of Broken Arrow, Oklahoma (the "City") heretofore issued its (i) General Obligation Bonds, Series 2009C (the "Series 2009C Bonds") in the principal amount of \$3,225,000, (ii) General Obligation Bonds, Series 2009D (the "Series 2009D Bonds") in the principal amount of \$6,400,000 and (iii) General Obligation Bonds, Series 2010B (the "Series 2010B Bonds") in the principal amount of \$10,575,000 (collectively, the "Prior Bonds"). The Series 2009C Bonds were authorized at an election held on May 11, 2004. The Series 2009D Bonds and Series 2010B Bonds were authorized at an election held on December 9, 2008;

WHEREAS, (i) \$1,155,000 principal amount of the 2009C Bonds, bearing an average interest rate of 3.64%, (ii) 2,305,000 principal amount of the 2009D Bonds, bearing an average interest rate of 3.64%, and (iii) \$6,135,000 principal amount of the 2010B Bonds, bearing an average interest rate of 3.75% will remain outstanding after payment of regularly scheduled principal installments due on December 1, 2019; and

WHEREAS, the General Obligation Public Securities Refunding Act, 62 Oklahoma Statutes 2011, Sections 751 *et seq.*, as amended, (the "Act") authorizes the refunding of general obligations of public bodies for certain specified purposes, including the reduction of the net effective interest rate of outstanding obligations or the reduction of total interest payable over the life of such obligations, and

WHEREAS, the municipal ordinances, as amended, pursuant to which issuance of the Prior Bonds were approved respectively authorize the redemption, at the option of the City, of said bonds prior to their scheduled maturities; and

WHEREAS, a public hearing was conducted on October 1, 2019, following published notice thereof in accordance with provision of the Act, to advise the public of the terms, conditions, fees and expenses with respect to the proposed refunding of the outstanding principal balance of the Prior Bonds; and

WHEREAS, in order to reduce the net effective interest rates on the Prior Bonds and thereby reduce total interest payable over the life of such obligations and to provide additional monies for the accomplishment of the general purposes approved at the May 11, 2004 and December 9, 2008 elections, the Council has determined it appropriate to issue general obligation refunding bonds as authorized under the Act, if financially feasible depending on market conditions at the time such refunding bonds are offered for sale, for the purpose of redeeming all or a portion of the outstanding respective balances of the Prior Bonds,

NOW THEREFORE BE IT RESOLVED:

SECTION 1. There is hereby ordered and directed to be issued, subject to conditions hereinafter set forth in this Resolution, the general obligation refunding bonds of the City of

Broken Arrow, Oklahoma, in accordance with the form hereinafter set out, in aggregate principal amount not to exceed Three Million Six Hundred Thousand Dollars (\$3,600,000), to be designated “General Obligation Refunding Bonds, Series 2019B” for the purpose of refunding the outstanding balance of the Series 2009C and Series 2009D Bonds.

SECTION 2. There is hereby ordered and directed to be issued, subject to conditions hereinafter set forth in this Resolution, the general obligation refunding bonds of the City of Broken Arrow, Oklahoma, in accordance with the form hereinafter set out, in aggregate principal amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000), to be designated “General Obligation Refunding Bonds, Taxable Series 2019C” for the purpose of refunding the outstanding balance of the Series 2010B Bonds.

SECTION 3. Competitive bidding on the Series 2019B and Taxable Series 2019C Bonds (collectively, the “Refunding Bonds”) is expressly waived and said Bonds are hereby awarded, sold and to be delivered to BOK Financial Securities, Inc., as Senior Managing Underwriter, all pursuant to the Bond Purchase Agreement hereinafter described.

The Series 2019B Bonds shall be issuable only as registered bonds in denominations of \$1,000 or multiples thereof, shall be dated December 1, 2019, and shall become due and payable and bear interest per annum from their date until paid at a not to exceed true interest cost of 2.00% and shall mature on or before June 1, 2024.

The Taxable Series 2019C Bonds shall be issuable only as registered bonds in denominations of \$1,000 or multiples thereof, shall be dated December 1, 2019, and shall become due and payable and bear interest per annum from their date until paid at a not to exceed true interest cost of 3.00% and shall mature on or before August 1, 2030.

Each Refunding Bond shall recite that it is issued pursuant to the authority of the General Obligation Public Securities Refunding Act Title 62 Oklahoma Statutes 2011, Section 751 *et seq.*, as amended.

Interest on the Series 2019B Bonds shall be payable semi-annually on the 1st day of June and December of each year, commencing on June 1, 2020.

Interest on the Series 2019C Bonds shall be payable semi-annually on the 1st day of February and August of each year, commencing on August 1, 2020.

Municipal Finance Services, Inc. is hereby confirmed as Financial Advisor and Kiser Law Firm, PLLC as Bond Counsel to assist in proceedings pertaining to the issuance of the Bonds. The Financial Services Agreement and Legal Services Agreement entered into October 1, 2019 by the City with such firms, respectively, are hereby ratified and confirmed.

The Refunding Bonds shall not be subject to redemption prior to their established maturities.

SECTION 4. The Refunding Bonds and the endorsements and certificates thereon shall be in substantially the following forms, respectively:

[FORM OF SERIES 2019B REGISTERED BOND]

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

CITY OF BROKEN ARROW, OKLAHOMA
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2019B

R-__ \$_____

MATURITY DATE DATED DATE INTEREST RATE CUSIP
December 1, 2019

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS: That the City of Broken Arrow, Oklahoma (the "City"), a body corporate, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named above or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the 1st day of June and December, respectively, in each year, beginning June 1, 2020.

This Bond is not subject to redemption prior to the maturity date stated above. Principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, (herein called the "Paying Agent/Registrar") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Registrar.

THE FULL FAITH, CREDIT, AND RESOURCES of the City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest and denomination, aggregating the principal sum of _____ Dollars (\$_____) issued for the purpose of refunding certain prior general obligation bonds of the City pursuant to the authority of the General Obligation Public Securities Refunding Act, Title 62 Oklahoma Statutes 2011, Section 751 *et seq.*, as amended.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent/Registrar (i) on the Registration Record maintained in

its corporate trust office located in Tulsa, Oklahoma. This Bond shall be transferable only upon delivery of this Bond to the Paying Agent/Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Paying Agent/Registrar shall not be required to make such transfer after the 15th day preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Paying Agent/Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its normal business hours. In the event of a change of Paying Agent/Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bonds as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

This Bond has been issued pursuant to the authority of the General Obligation Public Securities Refunding Act, Title 62 Oklahoma Statutes 2011, Sections 751 *et seq.*, as amended, and is incontestable for any cause whatsoever after delivery for value.

IN WITNESS WHEREOF, the governing body of the City of Broken Arrow, Oklahoma, has caused this bond to be executed by the facsimile signature of the Mayor of said City, attested by the facsimile signature of the City Clerk and the facsimile seal of the City to be imprinted hereon, all as of the ____ day of December, 2019.

(SEAL)

Mayor

ATTEST:

City Clerk

AUTHENTICATION CERTIFICATE

This Bond is one of the General Obligation Refunding Bonds, Series 2019B of the City of Broken Arrow, Oklahoma.

Date of Registration
and Authentication

BOKF, NA,
Paying Agent/Registrar

Authorized Officer

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)
COUNTY OF WAGONER

We, the undersigned, District Attorneys and County Clerks, respectively, of said Counties in said State, in which the within named City is situated, hereby certify that the within bond is one of a series of bonds issued by said City pursuant to law, and that the entire issue of said bonds is within the debt limit imposed upon said City by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seals of said Counties this 1st day of December, 2019.

District Attorney, District Number #14

(SEAL)

County Clerk, Tulsa County, Oklahoma

District Attorney, District Number #27

(SEAL)

County Clerk, Wagoner County, Oklahoma

[FORM OF TAXABLE SERIES 2019C REGISTERED BOND]

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

CITY OF BROKEN ARROW, OKLAHOMA
GENERAL OBLIGATION REFUNDING BOND,
TAXABLE SERIES 2019C

R-__ \$_____

MATURITY DATE DATED DATE INTEREST RATE CUSIP
December 1, 2019

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS: That the City of Broken Arrow, Oklahoma (the "City"), a body corporate, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named above or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the 1st day of February and August, respectively, in each year, beginning August 1, 2020.

This Bond is not subject to redemption prior to the maturity date stated above. Principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, (herein called the "Paying Agent/Registrar") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Registrar.

THE FULL FAITH, CREDIT, AND RESOURCES of the City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest and denomination, aggregating the principal sum of _____ Dollars (\$_____) issued for the purpose of refunding certain prior general obligation bonds of the City pursuant to the authority of the General Obligation Public Securities Refunding Act, Title 62 Oklahoma Statutes 2011, Section 751 *et seq.*, as amended.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent/Registrar (i) on the Registration Record maintained in

its corporate trust office located in Tulsa, Oklahoma. This Bond shall be transferable only upon delivery of this Bond to the Paying Agent/Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Paying Agent/Registrar shall not be required to make such transfer after the 15th day preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Paying Agent/Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its normal business hours. In the event of a change of Paying Agent/Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bonds as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

This Bond has been issued pursuant to the authority of the General Obligation Public Securities Refunding Act, Title 62 Oklahoma Statutes 2011, Sections 751 *et seq.*, as amended, and is incontestable for any cause whatsoever after delivery for value.

IN WITNESS WHEREOF, the governing body of the City of Broken Arrow, Oklahoma, has caused this bond to be executed by the facsimile signature of the Mayor of said City, attested by the facsimile signature of the City Clerk and the facsimile seal of the City to be imprinted hereon, all as of the ____ day of December, 2019.

(SEAL)

Mayor

ATTEST:

City Clerk

AUTHENTICATION CERTIFICATE

This Bond is one of the General Obligation Refunding Bonds, Taxable Series 2019C of the City of Broken Arrow, Oklahoma.

Date of Registration
and Authentication

BOKF, NA,
Paying Agent/Registrar

Authorized Officer

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)
COUNTY OF WAGONER

We, the undersigned, District Attorneys and County Clerks, respectively, of said Counties in said State, in which the within named City is situated, hereby certify that the within bond is one of a series of bonds issued by said City pursuant to law, and that the entire issue of said bonds is within the debt limit imposed upon said City by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seals of said Counties this 1st day of December, 2019.

District Attorney, District Number #14

(SEAL)

County Clerk, Tulsa County, Oklahoma

District Attorney, District Number #27

(SEAL)

County Clerk, Wagoner County, Oklahoma

SECTION 5. That each of said bonds shall be executed by the Mayor by facsimile signature, attested by facsimile signature of the City Clerk and have the corporate seal of the City imprinted thereon by facsimile; that said officers be and are hereby authorized and directed to cause said bonds to be prepared and to execute the same for and on behalf of said City, cause the same to be registered by the Finance Director/Treasurer of the City, endorsed by the District Attorneys and County Clerks of Tulsa County and Wagoner County, Oklahoma, respectively, and presented to the Attorney General, Ex-Officio Bond Commissioner, together with a certified transcript of proceedings had in connection with the issue, for approval and endorsement; that thereafter said bonds shall be delivered to the purchasers upon payment of the purchase price thereof, which shall not be less than par, plus accrued interest.

The proceeds derived from the sale of said bonds shall be placed in special escrow funds and used solely for the purpose of paying the Prior Bonds of the City set out in Sections 1 and 2 hereof, paying the costs of issuance and other lawful purposes as set forth in the General Obligation Public Securities Refunding Act.

SECTION 6. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

SECTION 7. The Paying Agent/Registrar for all registered Bonds issued pursuant to this ordinance shall be BOKF, NA, which shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its normal business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same shall appear on the Registered Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment on such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be cancelled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000 or multiples thereof. The Registrar shall not be required to make such transfer after the fifteenth (15th) day preceding any interest payment date until after said latter date.

SECTION 8. The Mayor is authorized to execute the respective Bond Purchase Agreement as well as the respective Certificate of Determination for the Series 2019B and Taxable Series 2019C Refunding Bonds upon the Mayor's determination of the final details of each series of Bonds, including interest rates and maturities on the date of final pricing of the Bonds, provided the average interest rate in the form of true interest cost does not exceed 2.00% per annum for the Series 2019B Bonds and 3.00% per annum for the Taxable Series 2019C Bonds and the Mayor, or in the event of his absence or incapacity, the Vice Mayor is further authorized to approve and direct payment of the costs of issuance of the Bonds.

SECTION 9. That beginning with year 2020, if necessary, a continuing annual tax sufficient to pay the interest on each series of Refunding Bonds when due and for the purpose of providing sinking funds with which to pay the principal of said bonds when due shall be and is hereby ordered levied upon all taxable property in said City, in addition to all other taxes, said sinking funds to be designated (i) "City of Broken Arrow, Oklahoma, General Obligation Refunding Bonds, Series 2019B Sinking Fund" and (ii) "City of Broken Arrow, Oklahoma, General Obligation Refunding Bonds, Taxable Series 2019C Sinking Fund". If necessary, said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers, in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with all interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said bonds when and as the same fall due.

SECTION 10. The forms of (i) Bond Purchase Agreement and Continuing Disclosure Agreement between the City and BOK Financial Securities, Inc. and (ii) Paying Agent/Registrar Agreement between the City and BOKF, NA attached hereto are hereby approved and the Mayor or, in the event of his absence or incapacity, the Vice-Mayor is hereby authorized to approve such additions, deletions or amendments thereto as such officer shall deem appropriate and to execute and deliver such documents, together with all other and further documents, instruments and certificates pertaining to the issuance of the Bonds, for and on behalf of the City.

SECTION 11. The Escrow Fund Agreements between the City and BOKF, NA attached hereto are hereby approved and the Mayor or Vice-Mayor is authorized to execute such Agreements for and on behalf of the City.

SECTION 12. The form of Preliminary Official Statement outlining the terms, conditions and security for the Bonds is hereby adopted and approved, is deemed by the City Council of the City to be "final" in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities Exchange Act of 1934, and the Mayor or Vice Mayor is authorized to approve any corrections, additions or deletions thereto for and on behalf of the City, and thereupon the Mayor or Vice Mayor is authorized to execute and deliver same for and on behalf of the City and distribution of the Preliminary Official Statement by the Financial Advisor in connection with the sale of the Bonds is hereby expressly authorized; and further, the Mayor or Vice Mayor is authorized to approve, execute and deliver a Final Official Statement for and on behalf of the City upon issuance of the Bonds.

SECTION 13. It is deemed and hereby declared necessary for the preservation of the public health, peace and safety that said Refunding Bonds be issued without delay, and to such end this Ordinance shall become operative immediately; wherefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its adoption and approval.

ADOPTED AND APPROVED THIS 1ST DAY OF OCTOBER, 2019.

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, in said County and State, hereby certify that the foregoing copy of proceedings is a true and complete copy of the proceedings had by the City Council of said City at a regular meeting held on the date therein set out, insofar as the same relate to the introduction, reading and adoption of Resolution No.____, as the same appears of record in my office. I further certify that attached hereto is a true and complete copy of the agenda posted in prominent public view at the place of said meeting at least twenty-four (24) hours prior thereto.

WITNESS my hand and the seal of said City this 1st day of October, 2019.

(SEAL)

City Clerk

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Broken Arrow, Oklahoma (the "City") and the Kiser Law Firm, PLLC, Edmond, Oklahoma ("Attorneys") is made and entered into this 1st day of October, 2019, for legal services by Attorneys to the City in connection with the issuance of by the City of one or more series of obligations designated General Obligation Bonds, Series 2019 (the "Bonds").

Attorneys hereby agree to prepare, furnish or review all necessary documentation with respect to the calling and holding of elections and all proceedings and documentation required under state or federal law for the authorization and issuance of the Bonds, including all certifications and filings required in order that the interest on the Bonds be excludable, if appropriate, from the gross income of the recipient thereof for purposes of federal and/or state income taxation. Attorneys will not be required to perform and the fees herein are not intended to cover legal work in connection with the preparation of any offering materials or official statement for the issuance of the Bonds. Attorneys will not be required to perform condemnation proceedings, title work, acquisition of rights-of-way and easements, proceedings incident to construction contracts, litigation or any other matters not generally considered part of a municipal bond financing transaction.

For such services, City agrees to pay Attorneys a fee of \$30,000 for the first series of bonds and \$15,000 for each subsequent series of bonds issued per issue date, plus reimbursement of expenses not to exceed \$2,000 per series. All fees and expenses shall be on a contingency basis, payable only upon a successful election authorizing issuance of general obligation bonds, if required, and the actual sale, issuance and delivery of bonds.

The City shall pay all publication expenses and all expenses related to the calling and holding of elections.

Attorneys agree to render a legal market opinion to the purchaser(s) of the Bonds and furnish one copy of the complete transcript of proceedings for each series of Bonds issued to the City and to the purchaser and paying agent for the Bonds, if requested.

This Agreement supercedes all prior agreements for legal services between the parties respecting Bonds issued by the City.

CITY OF BROKEN ARROW, OKLAHOMA

(SEAL)

ATTEST:

Mayor

City Clerk

KISER LAW FIRM, PLLC

APPROVED:

Deputy

City Attorney

September 26, 2019

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the CITY OF BROKEN ARROW, OKLAHOMA (the “Client”).

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client’s new and outstanding general obligation bonds, (the “Issues”). The Client designates MFSOK as the Client’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”).

A. New Issues

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparing offering documents, notices of sale, instructions to bidders, , or official statements, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, accountants, auditors, consultants, rating agencies, , trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
11. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
12. Review documents related to the new Issue prepared by Client’s legal representatives.
13. Coordinate closing of the new Issue with Client and other parties.
14. Provide a Post-Closing Memorandum or summary of the new Issue regarding purpose of the Issue, payment of debt service, post-closing requirements, and other administrative guidance.

B. Refunding of Existing Issues

1. Evaluate potential refunding opportunities on existing Issues.
2. Advise Client on exercise of optional redemption rights on outstanding Issues.
3. Provide gross and present value savings analysis along with mill levy reduction analysis to the Client and assist with statutory public hearing process.

unbiased and competent advice to the Client. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

If MFSOK becomes aware of any, actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;

- b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
- c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC, MSRB and the Oklahoma Department of Securities record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Rick A. Smith
3933 E. Covell Road
Edmond, OK 73034

CLIENT:

City of Broken Arrow
Attn: Mayor
PO Box 610
Broken Arrow, Oklahoma, 74103-0610

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved. In addition, the Client acknowledges receipt of the Form ADV Part 2A Brochure and Part 2B Brochure Supplement.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on October 1, 2019 at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon Wolff, Vice-President

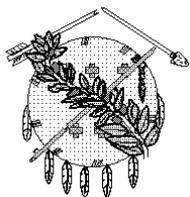
APPROVED AS TO FORM:



Deputy City Attorney

CITY OF BROKEN ARROW

By: _____
Mayor



City of Broken Arrow

Request for Action

File #: 19-1241, Version: 1

**Broken Arrow City Council
Meeting of: 10-01-2019**

Title:

Consideration, discussion and possible approval and authorization to execute Resolution No. 1268, a Resolution authorizing the City Attorney to defend Joshua Zoller in the civil action Ellsworth vs. The City of Broken Arrow et al, Case No. 19-CV-34-TCK-FHM in the United States District Court for the Northern District of Oklahoma

Background:

On August 26, 2019 Amanda Ellsworth and Braeden Walling filed a Second Amended Complaint in the United States District Court for the Northern District of Oklahoma, case no. 19-CV-34-TCK-FHM alleging the City of Broken Arrow and City of Broken Arrow Officers Joshua Zoller and Rodney Garner violated the Ellsworths' civil rights during a traffic stop. This complaint arose from an incident on or about August 1, 2018 where the Ellsworths were allegedly detained without probable cause by City of Broken Arrow Police Officers. 11 O.S. § 23-101 *et seq* provides for the City of Broken Arrow to defend its municipal employees in such actions. Officer Zoller acted in good faith and in the course and scope of his employment in this encounter and is entitled to a defense by the City of Broken Arrow.

Cost: Cost of litigation

Funding Source: Legal Department Operational Budget

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Resolution No. 1268

Recommendation:

Approve Resolution No. 1268 and authorize its execution.

RESOLUTION NO. 1268

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO DEFEND JOSHUA ZOLLER IN THE CIVIL ACTION *ELLSWORTH VS. THE CITY OF BROKEN ARROW ET AL*, CASE NO. 19-CV-34-TCK-FHM IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

WHEREAS, on August 26, 2019 Amanda Ellsworth and Braeden Walling filed an a Second Amended Complaint against Defendants, City of Broken Arrow, Rodney Garner, and Joshua Zoller, for claims of unlawful seizure, false arrest, use of excessive force and assault and battery; and

WHEREAS, Officer Zoller has complied with the provisions of 11 O.S. § 23-102 and requested that the City of Broken Arrow defend him in this matter; and

WHEREAS, Officer Zoller was acting in good faith and in the course of his employment with the City of Broken Arrow; and

WHEREAS, 11 O.S. § 23-101 *et seq.* provides for the defense of such municipal employees.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, that the City Attorney is hereby directed to appear and defend Office Zoller in the matter of *Ellsworth vs. City of Broken Arrow et al*, case no. 19-CV-34-TCK-FHM in the United States District Court for the Northern District of Oklahoma.

This Resolution is approved and passed in open meeting by the City Council of the City of Broken Arrow on this 1st day of October, 2019.

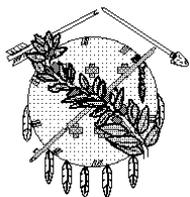
ATTEST:

Mayor

(SEAL) City Clerk

APPROVED:

City Attorney



City of Broken Arrow

Request for Action

File #: 19-1195, **Version:** 1

Broken Arrow City Council
Meeting of: 10-01-2019

Title:

Consideration, discussion and possible approval and authorization to execute Resolution No. 1269, a Resolution authorizing the City Attorney to defend Rodney Garner in the civil action Ellsworth vs. The City of Broken Arrow et al, Case No. 19-CV-34-TCK-FHM in the United States District Court for the Northern District of Oklahoma

Background:

On August 26, 2019 Amanda Ellsworth and Braeden Walling filed a Second Amended Complaint in the United States District Court for the Northern District of Oklahoma, case no. 19-CV-34-TCK-FHM alleging the City of Broken Arrow and City of Broken Arrow Officers Rodney Garner and Joshua Zoller violated the Ellsworths' civil rights during a traffic stop. This complaint arose from an incident on or about August 1, 2018 where the Ellsworths were allegedly detained without probable cause by City of Broken Arrow Police Officers. 11 O.S. § 23-101 *et seq* provides for the City of Broken Arrow to defend its municipal employees in such actions. Officer Garner acted in good faith and in the course and scope of his employment in this encounter and is entitled to a defense by the City of Broken Arrow.

Cost: Cost of litigation

Funding Source: Legal Department Operational Budget

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Resolution No. 1269

Recommendation:

Approve Resolution No. 1269 and authorize its execution.

RESOLUTION NO. 1269

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO DEFEND RODNEY GARNER IN THE CIVIL ACTION *ELLSWORTH VS. THE CITY OF BROKEN ARROW ET AL*, CASE NO. 19-CV-34-TCK-FHM IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

WHEREAS, on August 26, 2019 Amanda Ellsworth and Braeden Walling filed an a Second Amended Complaint against Defendants, City of Broken Arrow, Rodney Garner, and Joshua Zoller, for claims of unlawful seizure, false arrest, use of excessive force and assault and battery; and

WHEREAS, Officer Garner has complied with the provisions of 11 O.S. § 23-102 and requested that the City of Broken Arrow defend him in this matter; and

WHEREAS, Officer Garner was acting in good faith and in the course of his employment with the City of Broken Arrow; and

WHEREAS, 11 O.S. § 23-101 *et seq.* provides for the defense of such municipal employees.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, that the City Attorney is hereby directed to appear and defend Officer Garner in the matter of *Ellsworth vs. City of Broken Arrow et al*, case no. 19-CV-34-TCK-FHM in the United States District Court for the Northern District of Oklahoma.

This Resolution is approved and passed in open meeting by the City Council of the City of Broken Arrow on this 1st day of October, 2019.

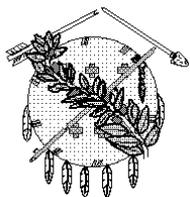
ATTEST:

Mayor

(SEAL) City Clerk

APPROVED:

City Attorney



City of Broken Arrow

Request for Action

File #: 19-1249, Version: 1

**Broken Arrow City Council
Meeting of: 10-01-2019**

Title:

Consideration, discussion and possible approval of and authorization to execute Resolution No. 1274, a Resolution of the City of Broken Arrow (CITY) declaring approximately 1.77 acres of land situated at 2200 W. Norfolk Dr., Broken Arrow, OK 74011, in the City of Broken Arrow, Tulsa County, State of Oklahoma, surplus and authorizing transfer to the Broken Arrow Economic Development Authority (BAEDA), an Oklahoma Public Trust of which the City of Broken Arrow is the sole beneficiary; and approving and authorizing the execution of certain documents necessary to accomplish the declaration of surplus and transfer of title, including a general warranty deed; and containing other provisions relating thereto

Background:

In 2009, Broken Arrow Municipal Authority (“Authority”) purchased property described as Lot One (1), Block One (1), ASPEN CREEK TOWNE CENTRE I, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded Plat thereof, more particularly described as 2200 W. Norfolk Dr., Broken Arrow, Tulsa County. The City intended to construct a new fire station and corresponding infrastructure improvement on a parcel of the land located immediately north of the Creek Turnpike (Liberty Parkway) and west of Aspen Avenue. On May 3, 2019, BAEDA transferred the land to the City for the construction of the fire station. The City platted the land into two parcels of land and constructed a fire station on one parcel of the land. The remaining parcel of land, consisting of approximately 1.77 acres is not being utilized by the City. Pursuant to Oklahoma State Statute and the Broken Arrow Code of Ordinances, the City may declare the real property surplus and transfer to the Authority in the best interests of the citizens of Broken Arrow. The Authority has a buyer who has agreed to purchase the 1.77 acres of property.

Cost: Recording Fees

Funding Source: General Fund

Requested By: Norm Stephens, Economic Development Manager

Approved By: City Manager’s Office

Attachments: Resolution No. 1274
General Warranty Deed

Recommendation:

Approve and authorize execution of Resolution No. 1274.

RESOLUTION NO. 1274

A RESOLUTION OF THE CITY OF BROKEN ARROW (CITY), DECLARING APPROXIMATELY 1.77 ACRES OF LAND SITUATED AT 2200 W. NORFOLK DR., BROKEN ARROW, OK 74011, IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, SURPLUS AND AUTHORIZING TRANSFER TO THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (BAEDA), AN OKLAHOMA PUBLIC TRUST OF WHICH THE CITY OF BROKEN ARROW IS THE SOLE BENEFICIARY; AND APPROVING AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS NECESSARY TO ACCOMPLISH THE DECLARATION OF SURPLUS AND TRANSFER OF TITLE, INCLUDING A GENERAL WARRANTY DEED; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, in 2009, Broken Arrow Municipal Authority (“Authority”) purchased real property legally described as Lot One (1), Block One (1), ASPEN CREEK TOWNE CENTRE I, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded Plat thereof, more particularly described as 2200 W. Norfolk Dr., Broken Arrow, Tulsa County; and

WHEREAS, the City intended to construct a new fire station and corresponding infrastructure improvements on a parcel of the land located immediately north of the Creek Turnpike (Liberty Parkway) and west of Aspen Avenue; and

WEHREAS, on May 3, 2019, BAEDA transferred the land near the Creek Turnpike to the City for the construction of the fire station, and

WHEREAS, the City platted the land into two parcels of land and constructed a fire station on one parcel of the land; and

WHEREAS, the remaining parcel of land, consisting of approximately 1.77 acres is not being utilized by the City; and

WHEREAS, pursuant to Oklahoma State Statute and the Broken Arrow Code of Ordinances, the City finds it to be in the best interest of the citizens of Broken Arrow to declare the real property surplus; and

WHEREAS, the Authority was created under a certain Trust Indenture dated November 19, 1973, as amended March 11, 1982; August 4, 1983, and March 18, 2014 (the "Authority Trust Indenture"), as a public trust for the use and benefit of its sole beneficiary, the City, under authority of and pursuant to Title 60, Oklahoma Statutes, §§176, et seq.; and

WHEREAS, among the Authority Trust Indenture’s stated purposes are those of promoting and encouraging the development of industry and commerce within and without the territorial limits of the City by instituting, furnishing, providing and supplying property, improvements and services for the City and for the inhabitants, owners and occupants of property, and governmental, industrial, commercial and mercantile entities, establishments and enterprises within and without the City; promoting the general convenience, general welfare and public safety of the residents of the City; acquiring by purchase real property useful in instituting, furnishing, providing, or supplying any of the aforementioned property, improvements and services; complying with the terms and conditions of contracts made in connection with or for the acquisition of any of said

properties; receiving funds, property and other things of value from, among others, the City; and participating in programs of the State and others which are to the advantage of the City and the Authority's undertakings; and

WHEREAS, the City further deems it appropriate to the execution and delivery a General Warranty Deed to BAEDA, and determines that such actions are in the best interests of the City and the health, safety and welfare of the City and residents within and near the City.

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

1. The approximate 1.77 acres of real property within the City of Broken Arrow, Tulsa County, State of Oklahoma; according to the recorded plat thereof, is hereby declared surplus.
2. Transfer of the real property legally described above to BAEDA is hereby approved and authorized.
3. The Mayor or Vice Mayor is hereby authorized to execute a General Warranty Deed or any other Deeds or instrument necessary to accomplish this transfer.
4. It is the intention of the Council Members that the Mayor and Vice Mayor shall, and they are hereby *ex officio* authorized and directed to do any and all lawful acts and deeds to effectuate and carry out the provisions and the purposes of this Resolution, including execution of the a General Warranty Deed, and such other instruments and documents as are related thereto.

Approved and adopted by the Broken Arrow City Council at a regular meeting thereof, advance public notice of which was duly given and at which a majority of said Members were present, this 1st day of October, 2019.

CITY OF BROKEN ARROW, OKLAHOMA

Mayor

APPROVED AT TO FORM:

ATTEST: (SEAL)

Deputy City Attorney

City Clerk

No Documentary Stamps Required
Pursuant to O.S. Title 68 § 3203(3)

GENERAL WARRANTY DEED

THIS INDENTURE made this 1st day of October, 2019 between the City of Broken Arrow, party of the first part, hereinafter called party grantor and the Broken Arrow Economic Development Authority, an Oklahoma municipal corporation, party of the second part, hereinafter called party grantee.

WITNESSETH: That in consideration of the sum of Ten and No/ 100ths Dollars or other good and valuable services, receipt of which is hereby acknowledge, said party of the first part does, by these presents, grant, bargain, sell, and convey unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

*SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B" FOR
LEGAL DESCRIPTIONS OF EACH PARCEL*

TO HAVE AND TO HOLD THE SAME, together with all, and singular the tenements, hereditaments and appurtenances thereto belonging or in any Wise appertaining forever.

And said party of the first part, its successors or assigns, does hereby covenant, promise and agree to and with said party of the second part, at the delivery of these presents it is lawfully seized in it own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with all] appurtenances, that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT Easements and building restrictions of record and special assessments not yet due; and that said corporation will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, its successors and assigns, against said party of the first part, its successors and assigns and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be signed in its name by its President in Tulsa County, Oklahoma, the day and year written above.

Craig Thurmond,
Mayor City of Broken Arrow

ATTEST:

(Seal) CITY CLERK