

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”), effective as of the 6th day of October, 2015, (the “Effective Date”), is made by and between THE CITY OF BROKEN ARROW, OKLAHOMA, an Oklahoma municipal corporation (the “City”), and Independent School District No. 3 of Tulsa County, Oklahoma a/k/a Broken Arrow Public Schools (“Schools”).

WITNESSETH:

WHEREAS, the City is currently interested in obtaining real property in strategic locations throughout the City for the location of parks and recreational facilities in accordance with the City’s Parks Master Plan; and

WHEREAS, the Schools own property in the Southwest quadrant of the City between Florence Street and New Orleans Street and between Olive Avenue and Aspen Avenue; and

WHEREAS, a portion of this property is no longer necessary for school purposes, and in a location consistent with the Parks Master Plan; and

WHEREAS, the Schools have indicated their willingness to enter into negotiations for the City’s acquisition of this property for purposes of locating a park; and

WHEREAS, the Broken Arrow Municipal Authority, and its beneficiary, the City of Broken Arrow, have an interest in real property located between New Orleans Street and Washington Street, and between the Creek Turnpike and Evans Road; and

WHEREAS, the Schools have indicated an interest in this property for location of a new elementary school; and

WHEREAS, as construction of a park and a school in strategic locations unquestionably benefit the citizens of the City of Broken Arrow, it is in the best interest of the parties to enter into negotiations for a transaction or series of transactions to effectuate the transfer of these properties for the identified uses; and

WHEREAS, 11 O.S. §22-159, specifically authorizes municipalities to support public school systems located within its corporate limits, including, without limitation, the expenditure of municipal revenues for consideration or improvement of public school facilities; and

WHEREAS, 11 O.S. §2-125, authorizes the City to make gifts of any real estate belonging to the municipality to any school district located in the municipality; and

WHEREAS, 70 O.S. §5-117(11), authorizes the Board of Education of a School District to convey real property to a local political subdivision without consideration; and

WHEREAS, 60 O.S. §381, authorizes the City and Schools to take title to the real property each is gifting the other; and

WHEREAS, this MOU is entered into for the benefit of the health, safety and general welfare of the citizens of Broken Arrow, Oklahoma; and

NOW, THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties hereto, the Schools and the City hereby covenant and agree as follows:

To enter into negotiations for a transaction or series of transactions to effectuate the transfer of properties to achieve the City's goal of locating a park in southwest Broken Arrow and the Schools' goal of constructing a new elementary school near the Creek Turnpike along New Orleans Street in the City.

IN WITNESS WHEREOF, both of the parties has caused this MOU to be executed by its duly authorized officials as of the date first above written.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW, OKLAHOMA

Lesli A. Myers
Assistant City Attorney

Michael L. Spurgeon,
City Manager

INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OK, A/K/A BROKEN
ARROW PUBLIC SCHOOLS

President of Board of Education

Date of Execution: _____