



City of Broken Arrow
Meeting Agenda
Broken Arrow City Council

City Hall
220 S 1st Street
Broken Arrow OK
74012

Mayor Craig Thurmond
Vice Mayor Richard Carter
Council Member Mike Lester
Council Member Johnnie Parks
Council Member Scott Eudey

Tuesday, October 4, 2016

6:30 PM

Council Chambers

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

- A. [16-960](#) Approval of City Council Meeting Minutes of September 20, 2016

Sponsors: Broken Arrow City Council

Attachments: [09-20-16 Council Minutes](#)

- B. [16-1211](#) Approval of the Special Joint City Council and Convention and Visitors' Bureau Meeting Minutes of September 20, 2016

Sponsors: Broken Arrow City Council

Attachments: [09-20-16 Special Joint Meeting](#)

- C. [16-1189](#) Acceptance of Planning Commission meeting minutes of August 25, 2016

Attachments: [AUGUST 25, 2016.PC MINUTES.pdf](#)

- D. [16-1194](#) Approval of Site Utility Payment Request Number 9 for Davis H. Elliott Construction Company, Inc., through the Vision 2025 Sales Tax Program in association with the Stoney Creek Hotel and Conference Center

Attachments: [26Sep16 Draw #9](#)

- E. [16-1193](#) Approval of and authorization to execute Pay Request Number 10 for Professional Design Services through the Vision 2025 Sales Tax Program in association with the Stoney Creek Hotel and Conference Center

Attachments: [09Sep16 Draw #10](#)

- F. [16-1133](#) Approval to waive formal competitive bidding, and approval of and authorization to purchase CISCO Smartnet Maintenance Services from Chickasaw Telecom for computer network infrastructure and Voice Over Internet Protocol system functions, pursuant to the State contract
- Attachments:** [Cisco SmartNet-2016-17-quote](#)
- G. [16-1185](#) Approval to reject bids on a construction contract for Westwind Charleston II Storm Sewer Improvements (Project No. SW1707), and find that rejection of bids is in the best interest of the Citizens of Broken Arrow
- Attachments:** [160809 Certified Bid Tab Charleston-Westwind Drainage](#)
[Westwind Charleston II 15 day extension letter](#)
- H. [16-1217](#) Approval of bids received and award the most advantageous bid to WhiteStar Machinery for the purchase of a Bobcat E-55, 12,500-15,000 pound Mini Excavator for the Street Division
- Attachments:** [17.106 Mini Excavator bid tab](#)
- I. [16-1182](#) Approval of bids received and award the lowest responsible bid to CPR of Tulsa for roof replacement services at Battle Creek
- Attachments:** [17.108 Battlecreek roof rep. bid tab](#)
- J. [16-1186](#) Approval of BAZ-1963, 2.59 acres, A-RE to RE, one-quarter mile west of 23rd Street, one-half mile north of New Orleans Street
- Attachments:** [1-PLANNING FACT SHEET.pdf](#)
[2- CASE MAP.BAZ-1963.pdf](#)
[3- AERIAL PHOTO.pdf](#)
[4- COMPREHENSIVE PLAN.pdf](#)
[5- ORD 2398 2001 ANNEXING LYNN LANE TO COUNTY LINE.pdf](#)
- K. [16-1202](#) Acceptance of a General Warranty Deed for a tract of land that is part of Lot One (1), Block Four (4), of Blocks 4 through 7, Arrow Village Addition, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof for the 9th Street widening from Elgin to El Paso (Project No. ST1210)
- Attachments:** [2 McGuiness, McKaig General Warranty Deed](#)

- L. [16-1203](#) Acceptance of a General Warranty Deed, Utility Easement, and Temporary Construction Easement conveyed to the City of Broken Arrow a tract of land that is part of Lot Four (4), Block Two (2), Lemon Addition, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof for the 9th Street widening from Elgin to El Paso (Project No. ST1210)

Attachments: [9 Davis General Warranty Deed](#)
 [9.1 Davis Utility Easement](#)
 [9.1 Davis Temporary Construction Easement](#)

- M. [16-1201](#) Acceptance of a Utility Easement and Temporary Construction Easement for a tract of land that is part of Lots Six (6) and Seven (7), Block One (1), East Haskell Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof for the 9th Street widening from Elgin to El Paso (Project No. ST1210)

Attachments: [L&C Roach Utility Easement](#)
 [L&C Roach Temp Easement](#)

- N. [16-834](#) Approval of the Broken Arrow City Council Claims List for October 04, 2016

Attachments: [10-04-16 CL](#)

6. Consideration of Items Removed from Consent Agenda

7. Public Hearings, Appeals, Presentations, Recognitions, Awards - - NONE

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. [16-1198](#) Consideration, discussion, and possible approval of and authorization to execute a Second Amendment to the 2015 Employment Agreement, as amended between the City of Broken Arrow, Oklahoma and Michael L. Spurgeon

Sponsors: Broken Arrow City Council

Attachments: [9-28-2016 SECOND AMENDED EMPLOYMENT AGREEMENT - MICHAEL](#)

- B.** [16-1192](#) Consideration, discussion, and possible approval of and authorization to execute a Memorandum of Understanding related to the intersection improvements at 23rd Street and Dearborn Street associated with the proposed Walmart Neighborhood Market No. 4622 at the northeast corner of 23rd Street and Dearborn Street, Broken Arrow, Tulsa County, State of Oklahoma
- Attachments:** [MOU Walmart BOCC Approved](#)
 [C2-Site Plan](#)
- C.** [16-1197](#) Consideration, discussion, and possible approval of projects to be included in the next sale of General Obligation Bonds
- Attachments:** [2014 G.O. AUTHORIZATION REMAINING FUNDING PROPOSED SALES](#)
- D.** [16-1183](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 941, a resolution of the Broken Arrow City Council approving, authorizing and accepting a contract for sale of real estate for real property located at 845 East Elgin Place, in Broken Arrow, Oklahoma and more particularly described as beginning in the Northeast corner of Block Two (2), Mound View Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, thence west fifty (50) feet; thence south one hundred forty (140) feet; thence east fifty (50) feet; thence north one hundred forty (140) feet to the point of beginning; approving and authorizing purchase of real estate pursuant to the contract for sale of real estate; and authorizing the City of Broken Arrow's expenditure of the sum of \$76,900.00 to effect such purchase, as well as reasonable and necessary costs; 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 sale of real estate; and containing other provisions relating thereto (9th street widening project-Elgin to El Paso)
- Attachments:** [Parcel Map](#)
 [Resolution 941](#)
- E.** [16-1196](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 942, a resolution authorizing the City Legal Department to file a nuisance abatement action in District Court to obtain a Decree ordering the abatement of a public nuisance regarding the property located at 17639 East 101st Street, Broken Arrow, Oklahoma 74011
- Attachments:** [resolution on Hamilton trust](#)
 [pictures of hamilton trust property](#)

- F. [16-1176](#) Consideration, discussion, and possible approval of and authorization to execute a Mayor's Monarch Pledge from the National Wildlife Federation

Attachments: [Mayors-Monarch-Pledge](#)
[Monarch Project Plan](#)

10. Preview Ordinances -- NONE

11. Ordinances

- A. [16-1191](#) Consideration, discussion, and possible adoption of Ordinance No. 3454, an ordinance amending the Broken Arrow Code of Ordinances Chapter 6, Buildings and Building Regulations, Article III.5 - International Residential Code (IRC), Section 6-36, Adopted; conflict with other regulations; Section 6-37, Amendments, specifically amending to become in compliance with the 2015 ICC International Residential Code, repealing all ordinances to the contrary

Attachments: [ARTICLE III.5 IRC](#)
[Oklahoma Uniform Building Code Commission Letter](#)

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, and the City Attorney, and possible action in open session on matters pertaining to the following:

- 1. Discussion of property located at 2001 Archdale Street, Broken Arrow, Oklahoma, including review of appraisal and possible authorization for acquisition and purchase of property for the public purpose of the 23rd Street Project, including acquisition of all necessary right-of-way and easements, under 25 O.S. § 307(B)(3).**
- 2. Discussion of property located at 2002 Archdale Street, Broken Arrow, Oklahoma, including review of appraisal and possible authorization for acquisition and purchase of property for the public purpose of the 23rd Street Project, including acquisition of all necessary right-of-way and easements, under 25 O.S. § 307(B)(3).**

In the opinion of the City Attorney, the Council is advised that disclosure will seriously impair the ability of the public body to process the pending litigation in the public interest. 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:

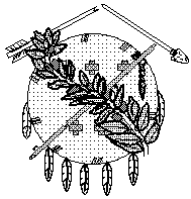
If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

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

Fact Sheet

File #: 16-960, Version: 1

**Broken Arrow City Council
Meeting of: October 4, 2016**

To: Mayor and City Council

From: Office of the City Clerk

Title:

Approval of City Council Meeting Minutes of September 20, 2016

Background: Minutes recorded for the City Council meeting.

Cost: \$0

Prepared By: Lisa Blackford, City Clerk

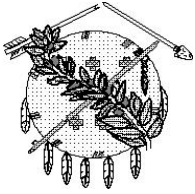
Reviewed By: Russell Gale, Assistant City Manager of Administration

Beth Anne Wilkening, City Attorney

Approved By: Michael L. Spurgeon, City Manager

Attachments: City Council minutes of September 20, 2016

Recommendation: Approval of the Minutes of the September 20, 2016 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 Richard Carter
Councilor Mike Lester
Councilor Johnnie Parks
Councilor Scott Eudey*

Tuesday, September 20, 2016

Time 6:30 p.m.

Council Chambers

1. Call to Order

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

2. Invocation

No one was on hand to deliver the invocation.

3. Roll Call

Present: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

4. Pledge of Allegiance to the Flag

Councilman Lester led the Pledge of Allegiance to the Flag.

5. Consideration of Consent Agenda

Mayor Thurmond asked if there were any items to be removed from the Consent Agenda. There being none, he asked for a motion.

MOTION: A motion was made by Mike Lester, seconded by Richard Carter.

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

- A. 16-957 Approval of City Council Meeting Minutes of September 6, 2016**
- B. 16-1135 Acceptance of minutes Planning Commission meeting of August 11, 2016**
- C. 16-1149 Approval of bids received, award to John A. Marshall Company as the lowest responsible bid, and approval and authorization to execute agreement for the purchase of new furnishings for the City Manager's office, lobby and reception area in City Hall**
- D. 16-1122 Approval and authorization to renew an Enterprise Enrollment Agreement and Amendment with Microsoft Corporation for Microsoft software, products, and licenses**
- E. 16-1150 Approval of the selection of Selser-Schaefer Architects and authorization to negotiate a Professional Consultant Agreement for Concept Design of The Center for Arts, Innovation, and Creativity in the Rose District (Project No. 161715)**
- F. 16-1154 Approval and authorization to execute a Professional Consultant Agreement with Sparks Reed Architecture & Interiors for design of new Police Down Range Building (Project No. 173002)**
- G. 16-1159 Approval and authorization to execute a Youth Counseling Agreement between the City of Broken Arrow and Youth Services of Tulsa, Inc.**
- H. 16-1141 Approval and authorization to execute a contract renewal with Momentum Services for Nuisance Abatement Property Structure Securing**
- I. 16-1136 Approval and authorization to purchase eleven (11) Dell Latitude 14 Rugged 5404 Laptop Computers for the Police Department (mobile data system) pursuant to the Western States Contracting Alliance as bid by the Central Purchasing Division of the Department of Central Services for the State of Oklahoma (the State Contract)**
- J. 16-1097 Approval and authorization to work outside normal work hours during construction of Aspen/Kenosha Street Improvements**
- K. 16-1060 Acceptance of a Deed of Dedication from the William K. Warren Medical Research Center, Inc., on an unplatted parcel of land, located in the southwest corner of New Orleans Street and Aspen Avenue, Broken Arrow, Tulsa County, State of Oklahoma**
- L. 16-1059 Acceptance of a Utility Easement from the William K. Warren Medical Research**

Center, Inc., on an unplatted parcel of land, located in the southwest corner of New Orleans Street and Aspen Avenue, Broken Arrow, Tulsa County, State of Oklahoma

- M. 16-1061 Acceptance of a Utility Easement from Bixby Public Schools, Independent School District No. 4, on a platted parcel of land, located north of 131st Street, one-half mile east of Garnett Road, Broken Arrow, Tulsa County, State of Oklahoma**
- N. 16-1114 Acceptance and approval of a Registered Land Surveyor's Certificate of Correction of Error within Lot 1, Block 2, Bricktown West Extended, Plat# 5907, located on the northeast corner of Olive Avenue and Kenosha Street, Tulsa County, State of Oklahoma, (Section 4, T18N, R14E)**
- O. 16-1171 Approval of City Manager's recommendation and possible appointment of Tom Cook as Acting City Treasurer to act in the case of illness, absence or disability of the City Treasurer**
- P. 16-831 Approval of the Broken Arrow City Council Claims List for September 20, 2016**

6. Consideration of Items Removed from Consent Agenda

No items were removed from the Consent Agenda. No action was required or taken.

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

A. 16-1164 Recognition of and a presentation on the Mayor of the Year Award presented to Mayor Craig Thurmond by the Mayors Council of Oklahoma

City Manager Michael Spurgeon said that they nominated Mayor Thurmond for Oklahoma Mayor of the Year for towns exceeding 5,000 residents. Word was received about a month prior that he had been selected as the 2016 Mayor of the Year. Mr. Spurgeon related that they tried to keep it a secret that he been awarded such a prestigious honor. The Mayor could not attend the Oklahoma Municipal League meeting due to his involvement as the Chair of the National League of Cities' (NLC) Community and Economic Development Committee. Mr. Spurgeon accepted the award in his stead, informing the Mayor by phone right before the Municipal League meeting that he'd won. A list of his accomplishments was cited at the meeting, accompanied by a video. Mr. Spurgeon pointed out Mayor Thurmond's wife in the audience and the couple received a round of applause. The video on the Mayor and his achievements, made by colleagues and citizens, was shown to the Council. Mr. Spurgeon then asked the Council members to join him in making the presentation to the Mayor, stating it was his privilege to present the Oklahoma Municipal League's recognition of Mayor Thurmond as the 2016 Mayor of the Year.

Mayor Thurmond commented that it was a humbling experience to receive the award and he appreciated staff nominating him. He was surprised the he was nominated, and even more so that he won. He believed the real reason he won was because of the quality of the City Council and how well they worked together. The reason the City of Broken Arrow was moving forward was due to hard work of Council and staff and he shared his award with them.

Councilman Lester stated that having been in Mayor Thurmond's position, he appreciated the extra time the Mayor put in, which had resulted in the City's making great strides. It was clearly an honor well deserved.

8. Citizens' Opportunity to Address the Council on General Topics Related to City Business or Services

No citizens signed up to speak.

9. General Council Business

A. 16-1157 Presentation, consideration, and discussion on the City of Broken Arrow's Municipal Court, and possible action, including direction to explore transition from a Municipal Court Not of Record to a Municipal Court of Record

City Attorney Beth Anne Wilkening said she would give a PowerPoint presentation given the importance of the item to Broken Arrow's future. She recalled that in the current legislative session, the Oklahoma House and Senate passed House Bill No. 3146, which would go into effect in March 2017. The Bill would remove their ability as a Court Not of Record to prosecute Driving under the Influence (DUI) and likely, cases of Actual Physical Control, as well. She cited some highlights of the Impaired Driving Elimination Act, which stated that DUIs had to be prosecuted in a Court of Record. Such cases would have to go either to Oklahoma City, City of Tulsa and its municipalities, or be prosecuted by the City of Broken in District Court. Several months before, they had begun the process of transferring such cases over to District Court, working very closely with the Police Department. The Act also created a database serving to inform officers and prosecutors of drunk driving arrest records. One reason the State Legislature went back to look at the matter was because it was finding that in a lot of Courts Not of Record, there were individuals accumulating numerous DUIs before it went to District Court. Of course, a DUI conviction in a Court Not of Record had no bearing in terms of the ability to prosecute second offenses as felonies. The State was trying to assure that they could move forward with prosecution in an appropriate manner. Opponents of the Bill argued it would decrease municipal funds and overload already saturated DUI caseloads in Oklahoma District Courts.

She, herself, felt that was a real concern. One of the problems the City had, in particular, was that it straddled two counties and so it took time for officers to transport individuals over to Tulsa and Wagoner Counties. To investigate further she had her staff do a breakdown of revenues and citations for Broken Arrow Municipal Court from 2011 to the present. Occasionally citizens receiving citations automatically concluded that the City was overzealous in enforcing the law in order to earn revenue, though fines accounted for only about 2% of the General Fund budget. Underlying offenses added to the revenue and hopefully, acted as a deterrent. Ms. Wilkening explained that once the Bill took effect, they estimated that the City would lose about \$300,000 per year, roughly. There would also be other associated costs, particularly, the transport of prisoners to and from Wagoner and Tulsa Counties. In a municipality without a Municipal Court of Record, twenty-five percent of the cost would be paid to the municipality. The problem was that the State deficit was significant and she didn't necessarily have a great deal of confidence that the City would receive the money back. Also, a percentage went to the State District Attorney's Association. Serving as a Chief Prosecutor for Municipal Court, she and her colleagues began the process of review several months back by engaging in discussions. They had not originally been in favor of making the commitment to transition to a Municipal Court of Record, feeling that the amounts of fines were sufficient. Their Municipal Court had done a very good job not just in terms of prosecution, but also in stopping individual bad behavior before it became a significant problem. They were very proud of their juvenile offender program and she appreciated the prosecutors and judges who took their jobs very seriously, even though they were considered a Court Not of Record. The impending effective date of the legislation, the cost of transportation, as well as the lost revenue, made it a very opportune time to discuss whether the Council was so inclined to make the transition. Ms. Wilkening pointed out that it would require a resolution to be filed in the courts with Tulsa and Wagoner Counties. She displayed a breakdown of maximum fines in Courts Not of Record vs. Courts of Record. Comparing the two, there was a significant increase in fines for traffic citations and juvenile and misdemeanor charges in a Court of Record, as well as for waste water and storm water violations and alcohol and drug related offenses. She was, nevertheless, concerned that they had about \$3 million in fines that they had been unable to collect and if they raised the fines they might not be able to collect them and waste time trying, also. They had the ability to use the Council to assess additional costs and at present they could only assess \$49, so there would be additional opportunities to raise revenue in that regard. They would, she added, be required to hire a Court Reporter or they could contract with an agency to provide one when needed. They would also have to address the issue of a Public Defender because they would have to provide them indigent access. Oklahoma City contracted with the Legal Aid Society so they could utilize the University of Tulsa Law Clinic. They could also, on the other hand, utilize local defense lawyers on a rotating basis. She noted that there was a staggering difference between Oklahoma City and Tulsa in that Tulsa's budget was \$949,000, while Oklahoma City's was \$9.2 million, and she had no idea of why. She suspected that the latter has done a very good job over the years of managing its Municipal Court with six probation officers and a robust enforcement team.

Ms. Wilkening summed up that the Council would need to consider that a Minutes Clerk would be required, with a likely increase of staffing in the Clerk's Office; more dockets might be needed, along with more dockets on the judge's calendar, also. However, she wished to point out that she didn't know that it would be a significant difference from what they were already doing with respect to number of cases and management, except that in 2016 the Legislature defeloned a number of offenses. In that regard, they could amend the Code of Ordinances and incorporate them. She gave the example of petty larceny, for which the amount had continued to increase over the years, allowing them to prosecute in Municipal Court. Some expansion would, nevertheless, be necessary. They would have to employ a Court Reporter or contract one and they'd have to compensate Public Defenders. Prosecutors would be handling more dockets, as well, which could entail a possible increase in staff. Higher citation fines and additional administrative fees could be imposed, and more citations could be handled in local Municipal Court, instead of in Tulsa or Wagoner Counties, generating more revenue while eschewing transportation costs. Ms. Wilkening mentioned that their Prosecutors had been very good in working with defendants and the City benefitted from the community service defendants rendered, as well.

Ms. Wilkening concluded by reiterating that there was approximately \$3.2 million owed to the City in outstanding fines. If the City became a Court of Record, enabling it to impose higher fines, it might be difficult to collect those fines. A Court of Record required more overhead and revenues collected might not cover increased expenses. At any rate, Ms. Wilkening stated that she thought it an important opportunity being presented by the change in legislation, although it was a daunting task. She welcomed input and the permission by the Council to explore the matter further.

Mayor Thurmond inquired when Ms. Wilkening wanted their decision. Ms. Wilkening replied that she needed some hard numbers on increased costs, from the perspective of City Manager and staff. She did not think it would be a significant change in terms of numbers of cases they would be handling. However, the biggest change would be provision of public defenders or some type of defense and Tulsa University could be engaged on that front. The other big change would be the necessity of a court reporter, along with the possibility of other increases in staff. They should have the estimate completed within 30

to 60 days for the Council to consider. The Mayor asked when they would implement the transition, should they decide to approve it. Ms. Wilkening said that it could become effective upon filing of the resolution, i.e. as soon as the City Council adopted it and it was officially recorded, adding that they would only be the third in state history.

Councilman Lester commented that looking back to his days in the Police Department where he could recall arresting an individual for Actual Physical Control (APC) twice in 30 days, who had been arrested 30 days prior to that for DUI. Tulsa not being a Court of Record then, the perpetrator was booked at a county for a misdemeanor. The Councilman asked Chief Boggs whether they had arrested many people for multiple DUIs or APCs. He explained that he was not asking the question so much in terms of the financial aspect, but more in terms of the goal of getting offenders off the road. Saying that it was a valid question, Chief Boggs explained that they were going in that direction because of the fact that having multiple municipal offenses did not go against an offender's driving record. The accumulation of DUIs was a problem for the entire State and it served as impetus for the legislation. The manpower aspect was huge for the Police Department and becoming a Court of Record, enabling the Police to manage DUIs in house instead of transporting perpetrators to other counties, would mean a cost savings for the Department. Responding to another question by Councilman Lester, Chief Boggs clarified that they did not know or compile data on who was being fined in which jurisdiction. They knew that offenders repeatedly arrested in their own jurisdiction was not a very large number. If, however, they consolidated those from surrounding jurisdictions in a Court of Record, they would be looking at a much higher prosecution rate, coinciding with the State's intent. In other words, they would be moved to a Court of Record for prosecution by default under the legislation. In response to a question by Councilman Eudey, Chief Boggs said that becoming a Court of Record would mean time savings overall for the Police Department. He underscored that such cases would be moved to a Court of Record not at the discretion of law enforcement under the new law. Ms. Wilkening stated that from a prosecution standpoint, her office practiced a no tolerance policy in conjunction with the Police Department. Offenders with prior DUIs were automatically sent to a Court of Record for prosecution. One of the reasons she took issue with the State law was a driver's record contained a 42 and a 43, and the lower part of the 43 under Administrative Action told if the driver had taken or failed a breath or blood test or had refused to take them. Prosecutors should be paying attention to that but it was something that had been overlooked by the legislature through the years. Broken Arrow's police officers and detectives had been excellent in collaborating with the Legal Department to get such cases transferred to a county Court of Record.

Councilman Parks posed a question with regard to perpetrators being held in Broken Arrow jails pending trial or for a trial's duration should they become a Court of Record. Ms. Wilkening replied that if they became a Court of Record, they would book a perpetrator as they normally did upon a first offense, and if the person posted bond they would be released. Councilman Eudey stated he was eager to compare the numbers on the issue with regard to the City's gains and losses.

In connection with seeking the Council's approval for further study on the matter, Mr. Spurgeon observed that on the surface the transition seemed like a good decision, however there were a lot of operational and logistical considerations that needed to be vetted. For that reason he felt that staff would need 60 days to research it before it was brought back to the Council. He added that they would also have to consider how to deal with additional positions opening before they could recruit to fill them.

Councilman Eudey wondered about taxing their current resources with respect to having more dockets. He wondered whether they would need an additional courtroom. Ms. Wilkening replied that it is certainly a possibility. She reiterated, however, that they would not see a significant increase in the number of cases handled because, in essence, they were handling them at present, all the same. Councilman Eudey observed that a growth in population would entail growth in that, as well. Ms. Wilkening stated that at present they were in Court basically three days per week, and it would be manageable even if it expanded to five Court days in a week, given the reliability of the Police Department in helping to move the process along. They could also relegate two Prosecutors to the Court. Councilman Eudey stated that he supported pursuing the matter further and Vice-Mayor Carter concurred, voicing his approval to examine it in detail.

Mr. Spurgeon interjected that the decision involved all three branches of government and the City Attorney had made sure that a Judge was part of the discussion and would continue to do so.

MOTION: A motion was made by Richard Carter, seconded by Scott Eudey.

Move to approve the direct City Manager to explore the transition from Municipal Court Not of Record to a Municipal Court of Record

The motion carried by the following vote:

Aye: 5 -

Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

B. 16-1101

Consideration, discussion, and possible acceptance of the Federal Emergency Management Agency (FEMA) Fiscal Year 2015 Staffing for Adequate Fire and Emergency Response (SAFER) Grant that will fund the salaries and benefits of eleven (11) new firefighter positions for a period of two years

Fire Chief Jeremy Moore stated that the Grant, which was very similar to the one accepted in 2015, presented a great opportunity to hire 11 new firefighters. They had received word a few weeks prior that they were awarded the Grant and were asking the Council to accept the grant of \$1,486,320. There was no obligation to retain the firefighters after the two-year period of the funds ended and there were no matching funds that the City was obliged to pay. Acceptance of the Grant was in keeping with a promise made to Broken Arrow's citizens when the Vision extension was passed the previous year to add 20 new firefighters. They were in the process of hiring at present. The written test had been given and they intended to expedite the process by scheduling an Academy class in February 2017, which would entail incurring a few unbudgeted expenses because of the acceleration and hiring of a few people more than anticipated. They were confident they could handle the costs. It brought them to just under \$2.6 million in Federal grants they'd brought in to add a total of 20 firefighters to the Department in the past two years. It was recommended that the Council accept the 2015 FEMA SAFER Grant.

MOTION: A motion was made by Mike Lester, seconded by Johnnie Parks.

Move to accept the 2015 SAFER Grant

The motion carried by the following vote:

Aye: 5 -

Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

Mr. Spurgeon expressed his appreciation to the Council and to Chief Moore for taking the initiative to apply for the Grant, which took a lot of time and effort on his part.

C. 16-1151

Consideration, discussion, and possible approval and authorization to execute Resolution No. 938, a resolution of support for the Tulsa Regional Chamber 2017 OneVoice Legislative Priorities

Norman Stephens, Assistant to the City Manager/Economic Development Coordinator recalled that in 2008 the Tulsa Metro Chamber created the OneVoice agenda to represent the Tulsa metropolitan area at the State and U.S. Capitols as one, unified voice. The City of Broken Arrow participated in the development of the agenda by attending subcommittee meetings at the Tulsa Regional Business Summit, designed to better define the OneVoice agenda. Mr. Stephens announced that Zach Stoycoff, Government Affairs Director for the Tulsa Chamber of Commerce, was there to give an overview of the year's results.

Mr. Stoycoff congratulated Mayor Thurmond on winning Mayor of the Year, and stated that the OneVoice agenda was created to form a regional coalition, in response to what many saw as a fractured region that didn't work together for the collective, economic benefit of all its municipalities. The successful coalition they built as OneVoice was currently 70 plus strong, including cities, counties, municipalities, elected officials, educational institutions, economic development groups and many Chambers of Commerce. Wrapping up their ninth year, they had fifteen state and fifteen legislative priorities that came out of the process, representing the priorities of nine task forces that met in various areas covering education policy, healthcare policy, transportation, business, environmental resources, and so forth. Some of the key issues of the agenda included municipal funding diversification, building a funding base for municipalities, as well as the collection of online sales tax. They had success the previous year in passing legislation at the state level, theoretically allowing Amazon and other online retailers to remit sales tax in the cities in which they operated and sold. There was still some work to do on the federal level on the issue and they were arguing for it, on behalf of the OneVoice region, to federal legislators. A couple other key priorities of the agenda could be broken down into three main areas: a healthy, educated workforce; transportation infrastructure; ensuring a prosperous economy through well-funded cities and counties, and a well-funded State of Oklahoma, and through a government that worked efficiently to provide a good foundation for business to occur. Mr. Stoycoff said he was happy to answer any questions, pointing out that a common question that arose was whether they had to agree with every point on the agenda. Although, much like the nature of the concept of regionalism that OneVoice embodied, they did not always agree on everything, they agreed on a whole lot of things and the coalition was about celebrating what they had in common and working together for the benefit of all partners. The OneVoice coalition was an important and powerful tool and Broken Arrow had played a key role in that for a number of years.

MOTION: A motion was made by Mike Lester, seconded by Richard Carter.

Move to approve Resolution No. 938 and authorize its execution

The motion carried by the following vote:

Aye: 5 -

Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

D. 16-1120

Consideration, discussion, and possible approval of reappointments of Tonya Ellison, Mark Frie, Lori Lewis, Rob Whitlock and Dianna Yingst to the Broken Arrow Convention and Visitors' Bureau

Director of Tourism Lori Hill reported that the Convention and Visitors' Bureau (CVB) currently had five positions with terms expiring at the end of the month. Staff had consulted with the City Council and each Councilman requested that the term of his Ward's or at-large CVB member term be renewed. Each of the CVB terms were for 2 years, with the exception of the at-large position. She recalled that at the previous meeting they had

brought before the Council a preview ordinance, on which they would be considering an ordinance shortly, to allow for a staggered term within the CVB. The at-large position would be for a term of one year that would, in fact, create the staggered term.

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

Move to approve reappointments of Tonya Ellison, Mark Frie, Lori Lewis, Rob Whitlock and Dianna Yingst to the Broken Arrow Convention and Visitors' Bureau

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

10. Preview Ordinances

- A. 16-1129 **Consideration, discussion, and possible preview of an ordinance amending the Broken Arrow Code, Chapter 6, for the adoption of the 2015 International Residential Code**
Ms. Wilkening stated that they needed to upgrade their ordinances in order to incorporate the 2015 International Residential Code. She explained that in 2009 when the State began exploring it, the previous code had been utilized and they were upgrading their Code to reflect the new version.

MOTION: A motion was made by Johnnie Parks, seconded by Richard Carter.

Move to preview the ordinance and set it for adoption at the next meeting

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

11. Ordinances

- A. 16-1130 **Consideration, discussion, and possible adoption of Ordinance No. 3447 amending the Broken Arrow Code, Chapter 2, Administration, Article XIV, Convention and Visitors' Bureau, Section 2-212 Appointments, specifically amending to include the staggering of terms for the Convention and Visitors' Bureau; repealing all ordinances to the contrary; and declaring an emergency**

Ms. Wilkening stated that the Ordinance pertained to staggering terms within the CVB. It was essentially in the same form presented when it was previewed and it was requested that the Council adopt the Ordinance and approve the emergency clause.

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

Move to adopt Ordinance No. 3447

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

MOTION: A motion was made by Richard Carter, seconded by Mike Lester.

Move to approve the emergency clause for Ordinance No. 3447

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

- B. 16-1145 **Consideration, discussion, and possible adoption of Ordinance No. 3450, an ordinance amending the Broken Arrow Code, Chapter 23, Traffic, Article II, Operation of vehicles, generally; Section 23-57. - Use of signals - Turning; specifically requiring other traffic be affected as part of the probable cause for a traffic stop for improper use of signals, and bringing this section into compliance with state law; repealing all ordinances to the contrary; and declaring an emergency**

Ms. Wilkening stated that the Ordinance involved turning motions and would bring them into compliance with State statute, in accordance essentially, with what was provided at the previous meeting. It was requested that the Council adopt the Ordinance and approve the emergency clause.

MOTION: A motion was made by Mike Lester, seconded by Richard Carter.

Move to adopt Ordinance No. 3450

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

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

Move to approve the emergency clause for Ordinance No. 3450

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

- C. 16-1146 **Consideration, discussion, and possible adoption of Ordinance No. 3451, an ordinance amending Section 25, Stormwater Management, Article IV, Floodplain Development Requirements, Section 25-304, Basis for establishing the Regulatory Flood Area, and specifically adopting Tulsa County, Oklahoma and Incorporated Areas and Wagoner County, Oklahoma and Incorporated Areas Flood Insurance Study (FIS) and Digital Flood Insurance Rate Map (DFIRM); and declaring an emergency**

Ms. Wilkening explained that the Ordinance established and provided the basis for the Regulatory Flood Area, as a result of studies recently completed. Digital Flood Insurance Rate Maps (DFIRM) were identified within the Ordinance. Ms. Wilkening added that,

other than making some changes to the title, it was in the same form. It was requested that the Council adopt Ordinance No. 3451 and approve the emergency clause.

MOTION: A motion was made by Richard Carter, seconded by Mike Lester.

Move to adopt Ordinance No. 3451

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

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

Move to approve the emergency clause for Ordinance No. 3451

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

D. 16-1139

Consideration, discussion, and possible adoption of Ordinance No. 3452, closing a utility easement on property located in Bixby Northeast Campus, a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, generally located north of 131st Street, one-half mile east of Garnett Road; repealing all ordinances to the contrary; and declaring an emergency

Ms. Wilkening related that the Ordinance involved closure of a utility easement on property located in the Bixby Northeast Campus. She reported that all the utility companies had signed off on it and she expected that they would probably move toward foreclosure action in District Court. It was requested that the Council adopt Ordinance No. 3452 and approve the emergency clause.

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

Move to adopt Ordinance No. 3452

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

MOTION: A motion was made by Mike Lester, seconded by Richard Carter.

Move to approve the emergency clause for Ordinance No. 3452

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

E. 16-1140

Consideration, discussion, and possible adoption of Ordinance No. 3453, closing a mutual access and utility easement on property located in Indian Springs Manor, a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, generally located east and southeast of Block 8, Lot 1 across Indian Springs Golf Course; repealing all ordinances to the contrary; and declaring an emergency

Ms. Wilkening stated that the Ordinance concerned a mutual access and utility easement located in Indian Springs Manor, a subdivision in the City and across from Indian Springs Golf Course. The owners requested closure and the utility companies were in agreement. It was requested that the Council adopt the Ordinance No. 3453 and approve the emergency clause.

MOTION: A motion was made by Johnnie Parks, seconded by Mike Lester.

Move to adopt Ordinance No. 3453

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

MOTION: A motion was made by Richard Carter, seconded by Scott Eudey.

Move to approve the emergency clause for Ordinance No. 3453

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

12. Remarks and Inquiries by Governing Body Members

Mayor Thurmond reiterated that he appreciated the efforts of staff and Council in making his Mayor of the Year award possible. He realized that it was the work of the staff and the Council that enabled them to earn recognition as a community and he thanked them. He went on to say that he had been in Arlington at a National League of Cities' Community and Economic Development Committee meeting at the time that the Oklahoma Municipal League meeting took place. Much had been accomplished at the NLC meeting and he would be sharing their resolution with all when it was refined and finalized. The Board would hopefully, adopt the resolution and promote it in Washington D.C. in 2017. The Committee's focus was on access to capital, on recommending changes in mortgage regulations, and on workforce development. He was happy to have the opportunity to attend the meeting and to hopefully, make a difference with the work they had done.

Vice-Mayor Carter observed they had played a small part in Mayor Thurmond being named Mayor of the Year, but without the leadership he had displayed to them, along with his talent for team building, the award would never have happened. None of the great projects they had undertaken in the City would have succeeded without all of them working together, and

Mayor Thurmond was a big part of getting them to work together. Vice-Mayor Carter declared that the Mayor deserved the award and more.

Councilman Eudey commented that the job of Mayor was hard work and the Council and he, personally, appreciated the fact that he was willing to do it and represent them so well, both locally and nationally. Councilman Eudey expressed his appreciation on behalf of the community, also.

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

Mr. Spurgeon announced that the following night they would be holding the ribbon cutting ceremony, so to speak, with regard to the new interactive water feature. The event would take place in the Rose District Pavilion and all were invited. The long awaited opening was finally at hand and he had had the privilege of seeing some nighttime photos of it and to see it that day in operation. He was very excited about it and believed the Mayor's and Council's reactions would be similar. Exciting too was that it would be a draw to the community. He thanked Assistant City Manager of Operations Kenneth Schwab's staff, and Tim Robbins in particular, along with everyone who worked on the project and got it done so that they could enjoy it for a couple of months in 2016.

Mr. Spurgeon reported that there was a lot of work going on downtown, with the streetscape work starting a week before. He went on to report that Director of Engineering/Construction Alex Mills announced a few days prior that he and Mr. Schwab had appointed Roger Hughes to serve as Supervisor in the Department. Mr. Hughes had stepped up a number of times and filled in temporarily when there were vacancies. He had over 12 years with Engineering/Construction and had been involved with utilities for over a year. He would be succeeding Tom Hendrix who was selected to head the Planning Division.

With regard to the Aspen Avenue-Kenosha Street intersection project, they were on schedule at 40% completion of construction. They had established a model, in disseminating news about the project, of how they were going to communicate with the community in the future. Citizens were making the adjustment with regard to traffic, and robocalls and press releases would continue to be used to update the community.

Mayor Thurmond commented that he thought the fountain was the most impressive feature in the whole metro area and it would be exciting when it was opened to the public after the ribbon cutting on the following night.

Mayor Thurmond entertained a motion to recess at approximately 7:24 p.m., in order to enter into the Broken Arrow Municipal Authority and the Broken Arrow Economic Development Authority meetings, prior to the Executive Session.

MOTION: A motion was made by Richard Carter, seconded by Scott Eudey.

Move to recess in order to enter into the Broken Arrow Municipal Authority and Broken Arrow Economic Development Authority meetings

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

Mayor Thurmond reconvened the regular Council meeting at approximately 7:30 p.m. and entertained a motion for a brief recess prior to entering into Executive Session.

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

Move to recess prior to entering into the Executive Session

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

Mayor Thurmond reconvened the regular Council meeting at approximately 7:36 p.m. and asked for a motion to clear the room and enter into the Executive Session.

MOTION: A motion was made by Scott Eudey, seconded by Mike Lester.

Move to enter into the Executive Session

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

14. Executive Session

Executive Session for the purpose of confidential communications between the City Council, the City Manager, and the City Attorney, and possible action in open session on matters pertaining to the following:

1. To authorize the City Attorney to participate in the Blalack condemnation mediation and to attempt to settle the case in accordance with the direction provided

2. To authorize the City Attorney to prepare an Amendment to the City Manager's

Employment Agreement for consideration at the next Council Meeting

At approximately 8:03 p.m., Mayor Thurmond reconvened the regular session of the City Council meeting and the room was opened to the public.

MOTION: A motion was made by Mike Lester, seconded by Richard Carter.

Move to authorize the City Attorney to participate in the Blalack condemnation mediation and to attempt to settle the case in accordance with the direction provided

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

MOTION: A motion was made by Richard Carter, seconded by Mike Lester.

Move to authorize the City Attorney to prepare an Amendment to the City Manager's Employment Agreement for consideration at the next Council Meeting

The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

15. Adjournment

The meeting adjourned at approximately 8:05 p.m.

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

Move to adjourn

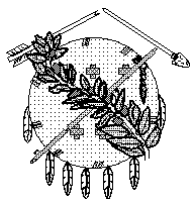
The motion carried by the following vote:

Aye: 5 - Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

Attest:

Mayor

City Clerk



City of Broken Arrow

Fact Sheet

File #: 16-1211, **Version:** 1

Broken Arrow City Council
Meeting of: October 4, 2016

To: Mayor and City Council

From: Office of the City Clerk

Title:

Approval of the Special Joint City Council and Convention and Visitors' Bureau Meeting Minutes of September 20, 2016

Background: Minutes recorded for the City Council and Convention and Visitors' Bureau meeting.

Cost: \$0

Prepared By: Lisa Blackford, City Clerk

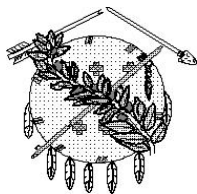
Reviewed By: Russell Gale, Assistant City Manager of Administration

Beth Anne Wilkening, City Attorney

Approved By: Michael L. Spurgeon, City Manager

Attachments: Special Joint City Council and Convention and Visitors' Bureau Meeting Minutes of September 20, 2016

Recommendation: Approval of the Special Joint City Council and Convention and Visitors' Bureau Meeting Minutes of September 20, 2016



City of Broken Arrow
Minutes
Broken Arrow City Council
and
Convention and Visitors' Bureau
Special Joint Meeting

City Hall
220 S. 1st Street
Broken Arrow OK
74012

Mayor Craig Thurmond
Vice Mayor Richard Carter
Councilor Mike Lester
Councilor Johnnie Parks
Councilor Scott Eudey

Tuesday, September 20, 2016	Time 4:30 p.m.	Council Chambers
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1. Call to Order Broken Arrow City Council

Mayor Craig Thurmond called the City Council meeting to order at approximately 4:30 p.m.

2. Call to Order Broken Arrow Convention and Visitors' Bureau

Chairwoman Patsy Terry called the Convention and Visitors' Bureau meeting to order at approximately 4:30 p.m.

3. Roll Call Broken Arrow City Council

Present: 5 - Scott Eudey, Mike Lester, Richard Carter, Craig Thurmond
Absent: 1 - Johnnie Parks

Councilman Parks arrived at 4:35 p.m.

4. Roll Call Broken Arrow Convention and Visitors' Bureau

Present: 5 - LaTonya Cundiff, Tonya Ellison, Lori Lewis, Patsy Terry, Rob Whitlock
Absent: 2 - Mark Frie, Dianna Yingst

5. Pledge of Allegiance to the Flag

Mayor Thurmond led the Pledge of Allegiance to the Flag.

6. General Business

A. 16-1137

Presentation, Discussion, Review, and Update on the Tourism Asset Inventory Project, a Visitor Survey, a Hotel Lodging Report, and a Market Research Study, as well as lodging revenues and expenditures, marketing, and various demographics
Tourism Director Lori Hill said Berkeley Young, President of Young Strategies, Inc. would be the guest speaker giving the presentation. She recalled that some months' prior, the Bureau had launched a survey of hotel and other lodging properties in Broken Arrow. She stated that Mr. Young would be providing the results, along with STR, Inc.'s Smith Travel Accommodations Report (STAR).

Mr. Young recalled that his firm had been hired to do research and planning for the Convention and Visitors' Bureau (CVB), focusing on Broken Arrow as a destination, which tied in prominently with the City's economic development. Mr. Young indicated that Broken Arrow had just under 800 hotel rooms that were occupied over 50% of the year, meaning that 300 to 400 visitors lodging, eating out, shopping, etc. on any given day or night. While they might not be Broken Arrow solely for tourism, they constituted travelers nonetheless, generating over \$12 million in taxable sales off the rooms each year, and spending upwards of \$30 million while in the City.

Mr. Young explained that typically such a project by Young Strategies lasted four or five months, culminating in a full report for the client. However, he would be addressing Broken Arrow's lodging market, providing a lodging analysis. Fortunately, new hotels were opening but there were challenges to be met. They were in the process of conducting an asset inventory in order to learn what drove visitors there, as well as conducting a visitors' survey with the aid of the Chamber of Commerce. As a partner in research of the latter, the Chamber, Mr. Young reported, would be sending out a newsletter the following day, which would contain a link to the survey, as they desired both visitors and residents to participate in the survey. Mr. Young pointed out that in the course of a year, residents of Broken Arrow were, in essence, running lodging properties whenever they hosted friends and family overnight in their homes. Where hosts took their guests to eat and shop and specifically, how much of their activities were conducted in Broken Arrow interested his company. The end of the project would be a community

leaders survey to take place in November, as a way of understanding their vision with respect to the travel industry in Broken Arrow. They hoped that the entire completed research would be available by the first week of December, whereupon the beginnings of a strategic plan focusing on how the CVB could keep the travel industry growing. Three new hotels set to open that would be adding 40% more to the City's current number of hotel rooms and it was important to drive growth in visitation in a very competitive market.

Mr. Young summarized that there were currently 12 lodging properties holding 782 rooms. The opening of La Quinta would add 80 rooms to that number in December, along with the Hilton Garden Inn's additional 107 rooms by mid-2017, and Stoney Creek Hotel & Conference Center's 187 rooms by the end of 2017. The total of 374 new rooms would increase the number of hotel rooms by 48%. Their data showed room demand to be pretty consistent, however, the demand started falling off in 2015. It was important to address the slackening in light of the fact that they were adding to their inventory, by building new hotels, at a time when a demand for rooms was going down. Clearly, an aggressive plan would be needed to reverse what could be a troubling trend. Mr. Young went on to summarize that business travelers and other transient travelers currently accounted for roughly 42% of the room nights, with business groups and conferences making up another 39%, and leisure/other making up the remaining 19%. Late spring and early summer were the most popular times for visitors, with mid-week being most popular for business stays. Seven of Broken Arrow's 12 hotels responded by participating in the survey, representing 578 rooms in the market, or 74% survey response. It was a good, solid response providing reliable data. He pointed to a chart showing dates of six hotels built 1989 and prior to hold 37% of available rooms, two hotels built in the 1990s as having 12% of the rooms, and 4 more properties built after 2000 as 51% of the rooms. All hotels that reported were the newer hotels, and it was known that newer hotels typically drove the higher demand for rooms and higher prices, especially among business travelers. Four hotels did not report to STR, a company aggregating data from hotel chains. Included in the Group/Conference/Meeting market segmentation was about 12% having to do with team sports like baseball and softball, for which Broken Arrow had invested facilities. Mr. Young noted that they should see a dramatic increase in conference and meeting bookings as the Hilton Garden Inn opened, followed by the Stoney Creek Conference Center. They were in a new market in that Broken Arrow had not been a conference/meeting destination, but would now have a conference/meeting hotel. They would have to be aggressive in getting the word out that as of 2017, Broken Arrow would be a conference or meeting destination.

Showing a cluster of hotel on the map, Mr. Young made note of the fact that since they were located over the County line their revenue was going to Tulsa. Moreover, the Tulsa hotels had some appealing features like closer proximity to malls and restaurants, so their challenge was the factor of "leakage." Players and attendees of a ball tournament in Broken Arrow booking accommodations across the County Line was an example of "leakage." Visit Tulsa and their CVB had a very aggressive sales effort going after sports and other type bookings. A supply vs. demand 6-year trend was displayed next, in which the numbers for 2016, 2017 and 2018 were forecasted. The inventory to sell by 2018 would be increased very significantly. The problem was that demand was not growing much other than with regard to the newer, more competitive hotels. The annual occupancy trend from 2010 through 2015 was brought up on the screen and Mr. Young explained that as the supply of rooms increased, occupancy was almost guaranteed to come down because they wouldn't easily be able to sell rooms as fast as they were being built. Mr. Young brought up occupancy data on the screen showing a drop off in sales beginning in 2014 and continuing to the present for the most part, which was a concern. He pointed out too, that if Broken Arrow were more of a leisure destination, they would have much stronger weekend room sales. Bookings for every night of the week had fallen off in 2016, as well. Demand driving price and room rates had increased only negligibly from 2010. It was calculated that between 2014 and 2015, they lost about \$10,000 in state, city and hotel taxes combined. Clearly, group business would be very important in driving sales. It was observed that Sunday and Monday nights percentages fell below 60% occupancy for most of the calendar year.

The seven hoteliers that responded individually to the survey questions made comments to the effect that corporate business had decreased, government bookings had decreased, oil and gas business was down significantly, and team sports business was down. Fortunately, the leisure market had potential, drawing people from three to four hour's drive away. The hoteliers ranked the markets they would like to target as corporate, first, followed by team sports, second, and leisure, third. The geographic disadvantage of ball field people staying at accommodations across the County Line, but a good sales effort could counteract that by working with convention bookers and planners, giving them incentives and other reasons to stay in Broken Arrow hotels. Mr. Young observed that hotel sales were a very aggressive business and extremely competitive. Hotel staff were there, however, to sell their hotel only, and not the destination city. The job of a CVB

was to promote both. Six hotels responded with suggestions for future sales and marketing efforts for the CVB. Suggestions included: soliciting young sports associations and attending trade shows, offering them seed or incentive money; joining motor coach organizations and soliciting them to stop over in Broken Arrow; advertising to recreational travelers in nearby markets; bringing in businesses that travel and sports tourism trade shows; creating new sports tournaments; targeting government, sports teams and medical facilities (healthcare tourism); and attracting conference events. When asked if they were getting any direct return on investment from the CVB the hotels answered pretty consistently in the negative.

In the end, Broken Arrow was also in competition with new hotels being opened across the County Line. They were putting Broken Arrow on the map by making huge investments in the downtown Rose District, which was at the point of becoming a destination in its own right, but they would have to invest in promoting it, advertising it and targeting groups.

In conclusion, Mr. Young summarized that Broken Arrow's daily lodging room STAR inventory was going from 690 room to 802, which represented an increase to an additional 40,667 they needed to sell. Room demand was what they should focus on, not occupancy percentages. The CVB would have to partner with hotels, focusing on slower seasons also. The City and the CVB had to find out what would motivate people to come to Broken Arrow, which was after all, a lovely town and a successful town in terms of business. The City's assets made it a place that people were interested in, but future research was necessary to determine what would give it more appeal as a leisure destination. Young Strategies was continuing its research and would be returning in December with a lot more data and information, along with a strategic plan to guide the CVB going forward. Mr. Young asked if there were any questions, inviting discussion.

Councilman Lester said that he presumed the Stoney Creek Hotel & Conference Center would do marketing on their own and asked if they had considered what impact it might have on hotels in proximity. Mr. Young said that Stoney Creek would have to get revenue from both conference space and hotel rooms. He anticipated organic growth in room demand, i.e. Stoney Creek would attract the curious visitors away from older hotels without trying. He pointed out that they should be selling right now, reminding them that associations had already booked for 2017. In fact, they were actually booking groups for 2018 and beyond. Hopefully, they were blocking rooms for groups and would fill the rooms left with leisure and individual business bookings. The organic growth Stoney Creek would experience would increase the burden on older hotels.

With reference to grants, Rob Whitlock asked whether Mr. Young agreed that only allocating between 5% to 10% to out-of-town sports marketing was extremely low. Mr. Whitlock went on to say that was how they had been proceeding and it was one of the smallest allocations with respect to grants, but it needed to be reversed. Mr. Young replied that there was a limited sized budget to drive visitation and with special event grants they could fall into the trap of focusing on 20, 30, 35 nights out of the year, or so, and let the rest take care of itself. It was all about return on investment. Their budget would increase somewhat because the new hotels would most likely command a higher price and from that alone, their revenue would grow. However, Mr. Young made the point that he thought they were at the juncture where they could not be as generous as before. If the money budgeted was invested in aggressive sales and marketing, with traceable return on investment, should generate enough sales and hotel taxes to still have money for grants, etc. Mr. Whitlock concurred.

Mr. Young referred to a leisure visitor profile case study of a travel party's total trip spending tax calculation, stating that it was evident that the hotel tax was the fertilizer, so to speak, and the sales tax was the crop. He illustrated also how even a 1% increase in occupancy rate generated almost \$2 million in additional visitor spending. He stated that with many new rooms in the market they would have to drive a lot of additional demand for the rooms and his completed study would contain some forecasts. Hopefully, they could show over an 18-month process that if they did it well while growing their revenues, they would not have to take as much from the budgets as much as reinvest. Nevertheless, Mr. Young emphasized the need to spend a significant amount in sales and marketing to attract visitors or face the ire of established hoteliers also. The results of Young Strategies' research would be instrumental in providing the City with a long-range plan and a vision of how everyone could work together to create and sustain long-year, year-round jobs and economic growth. In reply to a question by Councilman Lester, Mr. Young stated that his recommendation was that the CVB and people doing the booking at Indian Springs work very closely together because the goal was to avoid a period when hotels were empty. They would need to look to the facilities they had which were almost maxed out, such as baseball and soccer fields, a so on, because a tournament could drive three to five nights of sales. LaTonya Cundiff asked if communities Mr. Young and his firm had dealt with followed the "stay and play" plan with respect to sports teams, and

Broken Arrow had to decide which markets to go after and who to target. Mr. Young observed that competitively, the City was still a small market on the fringe of a mega market. It was a bit daunting that the inventory of rooms was growing by 50%, but the good news was there would be a lot of new hotel rooms, with the challenge of not losing the older hotels. Regarding the latter, some of the older hotels indicated to him that they would be reinvesting to enhance the property in order to remain competitive. Mr. Young specified that that was not to suggest that the CVB would have to do what the hotels were not doing for themselves, but they faced a situation that would be so competitive that what the hotels did for themselves would not be enough. The efforts of hotels would have to be supplemented to drive the kind of growth they wanted. Mr. Young concluded by saying that it was an exciting opportunity which would make a lot more money for Broken Arrow and elected officials would see that it was a means to generate more revenue without raising taxes.

7. Adjournment of Broken Arrow City Council

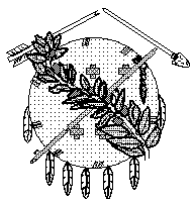
Move to adjourn

Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

Move to adjourn

LaTonya Cundiff, Tonya Ellison, Lori Lewis, Patsy Terry, Rob Whitlock

City Clerk



City of Broken Arrow

Fact Sheet

File #: 16-1189, Version: 1

**Broken Arrow City Council
Meeting of: October 4, 2016**

To: Mayor and City Council Members
From: Development Services Department
Title: Acceptance of Planning Commission meeting minutes of August 25, 2016

Background:

Minutes recorded for the Broken Arrow Planning Commission meeting held August 25, 2016 were approved by the Planning Commission in their meeting of September 8, 2016.

Cost: None

Prepared By: Farhad K. Daroga, Planning Division Manager

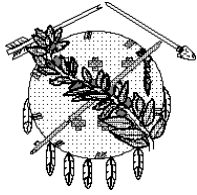
Reviewed By: Development Services Department
Assistant City Manager- Operations
Legal Department

Approved By: Michael L. Spurgeon, City Manager

Attachments: Broken Arrow Planning Commission minutes of August 25, 2016.

Recommendation:

Accept minutes of Planning Commission meeting held August 25, 2016.



City of Broken Arrow
Minutes
Planning Commission

City of Broken Arrow
Council Chambers
220 S 1st Street
Broken Arrow OK
74012

Chairperson Fred Dorrell
Vice Chair Lee Whelpley
Member Ricky Jones
Member Carolyn Isbell-Carr
Member Mark Jones

Thursday, August 25, 2016

5:00 PM

Council Chambers

1. Call To Order

The meeting was called to order by Chairman, Fred Dorrell, at 5:00 p.m.

2. Roll Call

Present 5 - Mark Jones, Carolyn Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

3. Old Business

None

4. Consideration of Consent Agenda

Amanda Yamaguchi presented the background for the Consent Agenda Items.

Mark Jones said he was not present at the last meeting and would like to remove Item 4A. from the Consent Agenda.

Fred Dorrell explained the Consent Agenda voting process and asked if anyone wished to remove any items from the Consent Agenda for discussion. No one responded.

A. [16-1020](#) Consideration and possible action regarding Planning Commission meeting minutes of August 11, 2016

This item was removed from the Consent Agenda.

B. [16-1016](#) Consideration and possible action regarding BAL 1097, Wiljo Interiors, 4.66 acres, IL, south of Albany Street, one-quarter mile east of Olive Avenue

A motion was made by Ricky Jones, seconded by Carolyn Isbell-Carr, that this Consent Item be Recommended for approval, per the Staff report. The motion carried by the following vote:

Aye: 5 - Mark Jones, Carolyne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Aye: 5 - Mark Jones, Carolyne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

- C. [16-1018](#) Consideration and possible action regarding PT15-119A, Conditional Final Plat, Kum & Go #837, a replat of Lot 1, Block 1 of BOL Addition & Lot 9, Block 2 of Prairie Dale Addition, 3.33 acres, A-RS1 and CN to PUD 247A/CN, west of Oneta Road, north of State Highway 51**

After the vote, Fred Dorrell said Item 4C. (Conditional Final Plat, Kum & Go 837, a replat) will be heard by the City Council on September 6, 2016, at 6:30 p.m.

Aye: 5 - Mark Jones, Carolyne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

- D. [16-1019](#) Consideration, and possible action regarding PT16-105, Preliminary Plat, Spring Hill at Forest Ridge, 31.82 acres, R-1/PUD-66 to R-1/PUD-66F, south of Kenosha Street, one half mile west of Oak Grove Road**

MOTION by Ricky Jones to approve Consent Agenda Items 4B., 4C. and 4D., per Staff recommendations. The motion was seconded by Carolyne Isbell-Carr.

Aye: 5 - Mark Jones, Carolyne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

5. Consideration of Items Removed from Consent Agenda

- 4A. [16-1020](#) Consideration and possible action regarding Planning Commission meeting minutes of August 11, 2016**

MOTION by Ricky Jones to approve Item 4A., Meeting Minutes, as presented. The motion was seconded by Lee Whelpley.

Aye: 4 - Carolyne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Abstain: 1 - Mark Jones

6. Public Hearings

- A. [16-949](#) Public hearing, consideration, and possible action regarding PUD 66F, Spring Hill at Forest Ridge, a request for a minor amendment to PUD 66, 34.14 acres, R-1/PUD 66 to R-1/PUD 66F, south of Kenosha Street, one half mile west of Oak Grove Road**

Brent Murphy presented the background for PUD-66F saying, Planned Unit Development (PUD)-66F is a request for a minor amendment to PUD-66 to reduce the side yard building setback line from 25-feet to 20-feet on corner lots and to establish the rear building line for interior lots to be 20-feet.

Mr. Murphy said the proposed development is located south of Kenosha Street, about one half-mile west of Oak Grove Road for 82 single-family lots on 31.37 acres. Between this proposed subdivision, Spring Hill at Forest Ridge, and the subdivision to the west, Wellstone II, there will be a 2.77-acre park. This park will be maintained by the Forest Ridge Homeowner's Association and will not be platted. The preliminary plat was approved on tonight's Consent Agenda.

Brent Murphy said the property is designated as Level 2 in the Comprehensive Plan. The change in the rear building line and side yard building line setbacks to 20-feet as presented in PUD-66F is considered to be in compliance with the Comprehensive Plan in Level 2. Staff recommends that PUD 66F be approved, subject to the property being platted and that the lots backing up to Kenosha Street have minimum 35-foot rear building line, according to the zoning ordinance.

Fred Dorell asked if the applicant is in agreement with the Staff report. Tim Terral, TEP, said yes, from the audience.

Fred Dorrell opened the public hearing and asked if anyone wished to speak to this item.

MaryAnn Coleston, 513 North 79th Street, said she lives in Forest Ridge and is not against this project. She said she wanted to make the Planning Commission aware of the flooding issues in this area. Ms. Coleston provided a PowerPoint presentation to the Commission showing pictures of flooding in the areas of Covington Creek and Adams Creek which reaches extreme levels. She said she has made the property owner, Mr. Robson aware of the flooding items and asked that he consider the current flooding issues when developing this development.

Fred Dorrell asked if anyone else wished to speak on this item. No one responded.

Ricky Jones said he is confident the City, in its review process of the plat, will do a thorough review of the drainage in this area.

MOTION by Ricky Jones to approve PUD-66F, minor amendment, per Staff recommendations. The motion was seconded by Lee Whelpley.

Aye: 5 - Mark Jones,Carolyn Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

7. Appeals

None

8. General Commission Business

None

9. Remarks, Inquiries and Comments by Planning Commission and Staff (No Action)

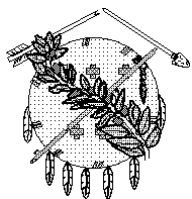
MOTION by Mark Jones to adjourn at 5:12 p.m. The motion was seconded by Carolyn Isbell-Carr.

Aye: 5 - Mark Jones, Carolyn Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

10. Adjournment

A motion was made by Mark Jones, seconded by Carolyn Isbell-Carr, that this be Accepted. The motion carried by the following vote:

Aye: 5 - Mark Jones, Carolyn Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones



City of Broken Arrow

Fact Sheet

File #: 16-1194, Version: 1

Broken Arrow City Council

Meeting of: 10-04-2016

To: Mayor and City Council
From: Development Services Department
Title:

Approval of Site Utility Payment Request Number 9 for Davis H. Elliott Construction Company, Inc., through the Vision 2025 Sales Tax Program in association with the Stoney Creek Hotel and Conference Center

Background:

Stoney Creek Hospitality is requesting final payment for the Utility construction for Davis H. Elliott Construction Company, Inc. (DHEC) related to the Stoney Creek Hotel and Conference Center. The attached documents reference Utility pay request number 9 from Stoney Creek Hospitality.

City staff has reviewed the pay request and recommends approval. Payment will be through the Vision 2025 sales tax program. The draw amount is \$157,013.50 which will be deducted from the contract agreement amount.

Cost: \$157,013.50 for DHEC Utilities (from Vision 2025 Funds)

Prepared By: Michael Skates, P.E., CFM, Development Services Director

Reviewed By: Engineering and Construction Department
Finance Department
Assistant City Manager - Operations
Legal Department

Approved By: Michael L. Spurgeon, City Manager

Attachments: Site Utility Pay Request No. 9

Recommendation: Approve Pay Request Number 9 for Davis H. Elliott Construction Company, Inc.

VISION 2025 CITY OF BROKEN ARROW

**STONE CREEK HOSPITALITY CORPORATION
HOTEL AND CONFERENCE CENTER
PAY REQUEST NO. 9 (Construction)**

**UTILITIES PROJECT: SC-15002
DAVIS H. ELLIOT CONSTRUCTION CO., INC.
PAY REQUEST NO. 3 (FINAL)**

SEPTEMBER 26, 2016

Prepared By:

COWAN GROUP ENGINEERING, LLC

5416 S. YALE, SUITE 210
TULSA, OKLAHOMA 74135
918.949.6171 (O)
918.949.6174 (F)
CA NO. 6414 EXP. 06/30/18



STATEMENT OF CONTRACTOR TO OWNER AND ESCROWEE

Draw Request No. 9 for Payment under Attorneys' Title Guaranty Fund, Inc.

Project: STONE CREEK HOTEL & CONFERENCE CENTER BROKEN ARROW

Owner(s): STONE CREEK INVESTORS of BROKEN ARROW, LLC

Contractor: STONE CREEK HOSPITALITY / SCI BUILDERS INC

Covers period from 1/1/2015 to 9/22/2016

The undersigned JAMES H. THOMPSON

certifies that he is PRESIDENT/OWNER

(Nature of interest in or position with contracting company)

of STONE CREEK HOSPITALITY / SCI BUILDERS INC

under Contract with STONE CREEK INVESTORS of BROKEN ARROW, LLC

Owner(s), for GENERAL CONSTRUCTION

That, for the purpose of this work, the following orders have been placed and the following parties contracted with, and these are the only parties who have been contracted with and/or who have furnished materials or provided labor under the aforementioned Contract for said project. That the amounts of such orders or contracts are as stated below and that there are due and to become due these parties respectively the amounts set opposite their names for materials or labor or both, and the undersigned warrants that the amounts due these parties respectively (see Column No. 6) represents materials and/or labor incorporated into the project at this date.

1	2	3	4	5	6	7
CONTRACTOR WORK/MATERIALS	CONTRACTED BUDGET	<u>DRAW 7</u>	<u>DRAW 8</u>	<u>DRAW 9</u>	<u>Total Drawn</u>	<u>Total Remaining</u>
CONSTRUCTION COSTS						
201- SITEWORK						
GRADING/DIRT WORK						
Tri-Star Construction LLC	1,815,033.50	140,912.07	195,431.02		2,459,180.76	(644,147.26)
SITE UTILITIES						
Davis H Elliot Construction	728,215.00	69,713.85	446,364.15	157,013.50	673,091.50	55,123.50
PARKING LOT-ASPALT						
SITE EXTRAS						

CONTRACTOR WORK/MATERIALS	CONTRACTED BUDGET	<u>DRAW 7</u>	<u>DRAW 8</u>	<u>DRAW 9</u>	<u>Total Drawn</u>	<u>Total Remaining</u>
201-CONCRETE						
FOUNDATIONS						
FLATWORK						
CURB & GUTTER						
SIDEWALKS						
210-MATERIALS						
CONF CENTER-STEEL						
214-STRUCTURAL						
215-MECHANICAL						
216-ELECTRICAL						
PARKING LOT-LIGHTS						

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: Stoney Creek Hotel and Conference Center
 OWNER: Stoney Creek Hospitality Corp.
 COMMUNITY: Broken Arrow, OK

ENGINEER: Cowan Group Engineering, LLC
 CONTRACTOR: Stoney Creek Hospitality Corp.
 APPLICATION DATE: 9/2/2016 APPLICATION NO.: 9
 PERIOD FROM: PERIOD TO: 8/31/2016

CHANGE ORDER SUMMARY

CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER

CHANGE ORDER	APPROVED DATE	ADDITION \$	DEDUCTION \$
Amendment 1	10/20/2015	\$ 206,473.33	\$ -
Amendment 2		\$ 579,100.00	
Subtotals		\$ 785,573.33	\$ -
Net change by Change Orders:			\$ 785,573.33

Application is made for Payment, as shown below, in connection with Contract. The present status of the account for this Contract is as follows:

1	ORIGINAL CONTRACT SUM (Construction Budget)	\$ 4,475,000.00
2	Net Change by Change Orders	\$ 785,573.33
3	CONTRACT SUM TO DATE (Construction Budget)	\$ 5,260,573.33
4	TOTAL COMPLETED & STORED TO DATE (Construction)	\$ 3,156,166.18
	(Total Column G on G703) (Public + Privately Funded)	
5	RETAINAGE (5% of Work in Progress):	\$ -
6	TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 Total)	\$ 3,156,166.18
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 2,999,152.68
	(Line 6 of prior Certificates)	
7a	(Previous Vision Payments)	\$ 2,963,223.64
7b	(Previous SCHC Payments)	\$ 35,929.04
8	CURRENT PAYMENT DUE (Line 4 less Line 7)	\$ 157,013.50
9	BALANCE TO FINISH, Plus Retainage	\$ 2,140,336.19
	(Line 3 less Line 4 and accounting for private SCHC payments)	
	(+ Line 7b)	

The undersigned Contractor certifies that the work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.


OWNER / CONTRACTOR:

By: 
 Signature: D. Kevin McCarty, Executive Vice-Pres.

Date: Sept 26, 2016

In accordance with the Contract Documents, based upon on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED \$ 157,013.50.

ENGINEER:

By: 
 Signature: Russell K. Fischer, PE, CFM

Date: 25 SEP 2016

G703

Item No.	Description of Work	Schedule Value	WORK COMPLETED		Materials Presently Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
			From Previous Application	This Period					
1	Earth Change (Tri-Star)	\$ 2,483,074.68	\$ 2,483,074.68	-	\$ -	\$ 2,483,074.68	100%	\$ -	\$ -
	{Vision Funding - \$2,447,145.64}								
	{SCHC Funding - \$35,929.04}	(\$35,929.04)							
2	Utilities (Davis H. Elliot Const.)	\$ 673,091.50	\$ 516,078.00	\$ 157,013.50	\$ -	\$ 673,091.50	100%	\$ -	\$ -
3	Site Development Funding	\$ 2,140,336.19	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,140,336.19	\$ -
		\$ 5,260,573.33	\$ 2,999,152.68	\$ 157,013.50	\$ -	\$ 3,156,166.18	60%	\$ 2,140,336.19	\$ -
						Balance to Finish, Plus Retainage			
						\$ 2,140,336.19			

SUPPORTING DOCUMENTATION

LETTER OF EXPLANATION

Contracts:

		Vision Funding	SCHC Private Funding
Earth Change (Tri-Star)	Original Contract	\$ 1,815,033.50	
Tri-Star Change Order #1	Excess Rock Excavation (Base Bid Item 3)	\$ 580,000.00	
Tri-Star Change Order #2	Additional Excavation for Site Revisions & Hotel Revisions	\$ 36,720.00	
Tri-Star Change Order #2	Add'l Excavation for Site Revisions (funded with SCHC private sources)	\$ -	\$ 35,929.04
Tri-Star Change Order #3	Building Pads	\$ 81,818.10	
Tri-Star Change Order #4	Final Quantity Adjustments	(\$66,425.96)	
	Subtotals	\$ 2,447,145.64	\$ 35,929.04
Tri-Star Construction	Total Contract (Vision & Privately Funded)	\$ 2,483,074.68	

Utilities (Davis H. Elliot Const.)	Original Contract	\$ 683,020.50	
DHEC Change Order #1	Add Water Bore from EC Project & Revise Water Line "C" per Site Rev	\$ 45,194.50	
DHEC Change Order #2	Revised Offsite WL "C"	(\$50,797.00)	
DHEC Change Order #3	Final Quantity Adjustments	(\$4,326.50)	
Davis H. Elliot Construction Co.	Total Contract (All Vision Funded)	\$ 673,091.50	
TOTAL SITE INFRASTRUCTURE CONTRACTS (Vision & Privately Funded)		\$	3,156,166.18

Funding

Vision Funding Totals		
Tri-Star Construction	Earth Change Project	\$ 2,447,145.64
Davis H. Elliot Construction Co.	Utilities Project	\$ 673,091.50
	Total Committed Funding	\$ 3,120,237.14
Uncommitted Balance		\$ 2,140,336.19
	Total Vision Funding	\$ 5,260,573.33

Stoney Creek Hospitality Corp.		
Private Funding Payments	Tri-Star Change Order #2 (SCHC Portion)	\$ 35,929.04
	Total Private Funding	\$ 35,929.04
TOTAL PROJECT FUNDING		\$ 5,296,502.37

DAVIS H. ELLIOT CONSTRUCTION CO., INC.

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER: Stoney Creek Hospitality Corporation, LLC
 PROJECT: Stoney Creek Hospitality Hotel & Conference Center
 Utilities Project

APPLICATION NO: 3 Distribution to:

APPLICATION DATE: PERIOD TO: 30-Jul-16
 OWNER ☐ LENDER ☐ ENGINEER ☒

FROM CONTRACTOR:

Davis H. Elliot Construction Co. Inc.
 8837 S. Highway 51
 Broken Arrow, OK 74014

PROJECT NUMBER: SC-15002

CONTRACT DATE: 18-Jan-16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet (Schedule of Values) is attached.

1. ORIGINAL CONTRACT SUM	\$ 683,020.50
2. Net change by Change Orders	\$ (\$9,929.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 673,091.50
4. TOTAL COMPLETED & STORED TO	\$ 673,091.50

5. RETAINAGE: a. % of Completed & Stored Value \$673,091.50

Total Retainage (Lines 5a + 5)	673,091.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 516,078.00
8. CURRENT PAYMENT DUE	\$ 157,013.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Design Builder	\$45,194.50	\$50,797.00
Total approved this Month		\$4,326.50
TOTALS	\$45,194.50	\$55,123.50
NET CHANGES by Change Order		(\$9,929.00)

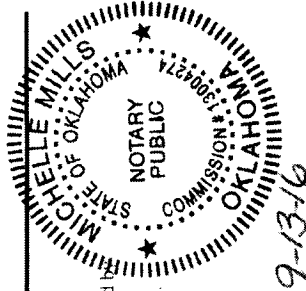
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: *[Signature]*

Date: 9-13-16

State of Oklahoma
 Subscribed and sworn to before me this day of September, 2016
 Notary Public: Michelle Mills
 My Commission expires: May 3, 2017



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 157,013.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ENGINEER

By: *[Signature]*

Date: 24 SEP 2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G703 UNIT PRICING

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

PAGE 2 OF 7 PAGES

APPLICATION NO: 3

26-Aug-16

30-Jul-16

9C-15002

A Cont Item No	B DESCRIPTION OF WORK	C UNIT	D UNIT PRICE	E EXTENDED VALUE	F UNITS COMPLETED THIS PERIOD		G VALUE COMPLETED THIS PERIOD	H TOTAL PREVIOUSLY INVOICED	I TOTAL COMPLETED TO DATE	J BALANCE FORTHWITH (D-H)	K RETAINAGE (H-VARIABLE RATE)
					UNITS	%					
1	clearing & grubbing	LS	\$10,000.00	\$10,000.00				\$10,000.00	\$10,000.00		
2	select borrow	400.00 CY	\$15.00	\$6,000.00				\$688.00	\$1,026.00		
3	temporary silt fence	1106.00 LF	\$3.00	\$3,318.00	246	22%	\$718.00	\$1,000.00	\$2,000.00		
4	temporary sediment filter-barrier	4.00 EA	\$1,000.00	\$4,000.00	1	25%	\$1,000.00	\$9,000.00	\$10,000.00		
5	temporary sediment filter-inlet	9.00 EA	\$1,000.00	\$9,000.00	1	11%	\$2,100.00	\$725.00	\$2,825.00		
6	solid slab sodding	827.00 SY	\$5.00	\$4,135.00	420	51%	\$3,010.00	\$12,510.00	\$15,520.00		
7	common excavations (trench)	1400.00 CY	\$10.00	\$14,000.00	301	22%	\$3,010.00	\$19,945.00	\$39,935.00		
8	rock excavation (trench)	750.00 CY	\$35.00	\$26,250.00				\$51,129.00	\$51,129.00		
9	8" pvc (C900 DR14) pipe	741.00 LF	\$69.00	\$51,129.00	384	23%	\$30,336.00	\$119,922.00	\$150,258.00		
10	12" pvc (C900 DR14) pipe	1654.00 LF	\$79.00	\$130,666.00	81	19%	\$7,130.50	\$19,548.00	\$26,678.50		
11	12" di pipe	425.00 LF	\$90.50	\$38,462.50	1	25%	\$550.00	\$2,750.00	\$3,300.00		
12	12" 11.25 degree bend (RJ)	4.00 EA	\$550.00	\$2,200.00	1	25%	\$550.00	\$2,200.00	\$2,750.00		
13	12" 22.5 degree bend (RJ)	4.00 EA	\$550.00	\$2,200.00	1	25%	\$550.00	\$2,200.00	\$2,750.00		
14	12" 45 degree bend (RJ)	3.00 EA	\$550.00	\$1,650.00	8	267%	\$4,400.00	\$4,950.00	\$9,350.00		
15	12" 90 degree bend (RJ)	1.00 EA	\$600.00	\$600.00	1	100%	\$600.00	\$600.00	\$1,200.00		
16	8"x8"x6" tee (RJ)	2.00 EA	\$500.00	\$1,000.00				\$1,000.00	\$1,000.00		
17	12"x12"x6" tee (RJ)	5.00 EA	\$700.00	\$3,500.00				\$2,800.00	\$2,800.00		
18	12"x12"x8" tee (RJ)	2.00 EA	\$700.00	\$1,400.00				\$1,400.00	\$1,400.00		
19	12"x12"x12" tee (RJ)	5.00 EA	\$800.00	\$4,000.00				\$2,400.00	\$2,400.00		
20	12" solid sleeve (RJ)	2.00 EA	\$550.00	\$1,100.00	4	200%	\$2,200.00	\$1,650.00	\$3,850.00		
21	8" plug (RJ)	1.00 EA	\$200.00	\$200.00	1	100%	\$200.00	\$200.00	\$400.00		
22	12"x6" reducer (RJ)	1.00 EA	\$450.00	\$450.00				\$450.00	\$450.00		
23	12"x8" reducer (RJ)	1.00 EA	\$450.00	\$450.00				\$450.00	\$450.00		
24	8" gate valve (RJ)	2.00 EA	\$1,375.00	\$2,750.00				\$4,125.00	\$4,125.00		
25	12" gate valve (RJ)	7.00 EA	\$2,250.00	\$15,750.00	1	14%	\$2,250.00	\$11,500.00	\$15,750.00		
26	3 way fire hydrant assembly	8.00 EA	\$3,790.00	\$27,570.00				\$26,530.00	\$26,530.00		
27	type 1 valve box	9.00 EA	\$125.00	\$1,125.00	3	33%	\$375.00	\$1,250.00	\$1,625.00		
28	class BA1 concrete	45.00 CY	\$325.00	\$14,625.00	4	9%	\$1,300.00	\$1,300.00	\$2,600.00		
29	5' i.d. manhole	1.00 EA	\$3,500.00	\$3,500.00				\$3,500.00	\$3,500.00		
30	add'l depth 5' i.d. manhole	9.00 VF	\$300.00	\$2,700.00				\$2,700.00	\$2,700.00		
31	18" hdpe	906.00 LF	\$85.00	\$77,010.00				\$77,010.00	\$77,010.00		
32	24" hdpe	15.00 LF	\$90.00	\$1,350.00				\$1,350.00	\$1,350.00		
33	30" hdpe	318.00 LF	\$110.00	\$34,980.00				\$34,980.00	\$34,980.00		
34	construction staking	1.00 LS	\$10,000.00	\$10,000.00	1.5	150%	\$7,500.00	\$7,500.00	\$15,000.00		
35	construction traffic control	1.00 LS	\$5,000.00	\$5,000.00				\$5,000.00	\$5,000.00		
36	trench drain	1.00 EA	\$25,000.00	\$25,000.00				\$25,000.00	\$25,000.00		
37	bar recessed curb inlet	4.00 EA	\$5,500.00	\$22,000.00				\$22,000.00	\$22,000.00		
38	special grated area inlet	3.00 EA	\$4,000.00	\$12,000.00				\$12,000.00	\$12,000.00		
39	24" steel casing & bore	312.00 LF	\$350.00	\$77,700.00	51	16%	\$17,850.00	\$59,850.00	\$77,700.00		
40	remove & replace curb & gutter	30.00 LF	\$25.00	\$750.00	28	93%	\$700.00	\$700.00	\$700.00		
41	remove & replace asphalt paving	235.00 SY	\$100.00	\$23,500.00	160	68%	\$16,000.00	\$16,000.00	\$16,000.00		
42	remobilization	1.00 LA	\$10,000.00	\$10,000.00	1	100%	\$10,000.00	\$10,000.00	\$10,000.00		
CO-1	change order 1	1.00 LS	\$45,194.50	\$45,194.50							
CO-2	change order 2	1.00 LS	-\$50,797.00	-\$50,797.00							
CO-3	change order 3	1.00 LS	-\$4,326.50	-\$4,326.50							
				\$673,091.50			\$109,989.50	\$563,102.00	\$673,091.50		

CONTRACT CHANGE ORDER

Change Order No:	#3	Engineer:	Cowan Group Engineering, LLC
Date:	August 10, 2016	Address:	5416 S. Yale, Suite 210
Bid Number:	SC-15002		Tulsa, OK 74135
		Phone:	(918) 949-6171
Project Name:	Stoney Creek Hotel & Conference Center - Utilities Project	Email:	russ@cowangroup.co
Contractor:	Davis H. Elliot Construction Co., Inc.	Owner (Grantor):	Stoney Creek Hospitality Corporation
Address:	8837 St. Hwy 51 Broken Arrow, OK 74014	Address:	5291 Stoney Creek Court Johnston, IA 50131
Phone:	(918) 455-8630	Phone:	515-559-2200
Email:	jthompson@dhec.com	Email:	kevin.mccarty@staysch.com

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS



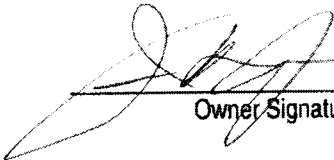
C.O. ITEM	PAY REQ. ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
1	2	Select Borrow	CY	\$15.00	400	0	(\$6,000.00)
2	3	Temporary Silt Fence	LF	\$3.00	1,106	542	(\$1,692.00)
3	4	Temporary Sediment Filter-Barrier	EA	\$1,000.00	4	2	(\$2,000.00)
4	5	Temporary Sediment Filter-Inlet	EA	\$1,000.00	9	10	\$1,000.00
5	6	Solid Slab Sodding	SY	\$5.00	345	565	\$1,100.00
6	7	Common Excavation (Trench)	CY	\$10.00	1,451	1,552	\$1,010.00
7	10	12" PVC (C-900 DR-14) Pipe	LF	\$79.00	1,871	1,902	\$2,449.00
8	11	12" Ductile Iron Pipe	LF	\$90.50	294	297	\$271.50
9	13	12" - 22.5° Bend (RJ)	EA	\$550.00	4	5	\$550.00
10	14	12" - 45° Bend (RJ)	EA	\$550.00	12	17	\$2,750.00
11	17	12"x12"x6" Tee (RJ)	EA	\$700.00	5	4	(\$700.00)
12	19	12"x12"x12" Tee (RJ)	EA	\$800.00	5	3	(\$1,600.00)
13	20	12" Solid Sleeve (RJ)	EA	\$550.00	4	7	\$1,650.00
14	21	8" Plug (RJ)	EA	\$200.00	1	2	\$200.00
15	26	3-Way Fire Hydrant Assembly	EA	\$3,790.00	8	7	(\$3,790.00)
16	27	Type 1 Valve Box	EA	\$125.00	10	13	\$375.00
17	28	Class BA1 Concrete	CY	\$325.00	4	8	\$1,300.00
18	35	Construction Traffic Control	LS	\$5,000.00	2.5	3	\$2,500.00
19	39	24" Steel Casing and Bore	LF	\$350.00	211	222	\$3,850.00
20	CO2.1	Remove & Replace Curb & Gutter	LF	\$25.00	30	28	(\$50.00)
21	CO2.2	Remove & Replace Asphalt Paving	SY	\$100.00	235	160	(\$7,500.00)
Net Change Order Amount							(\$4,326.50)
Original Contract Amount							\$683,020.50
Total of Previous Change Order(s)							(\$5,602.50)
Total Contract Amount To Date							\$673,091.50

This Change Order **INCREASES** Contract Time by **30** Days

CONTRACT CHANGE ORDER

Change Order Number: #3
Date: August 10, 2016
Bid Number: SC-15002
Project Name: Stoney Creek Hotel & Conference
Center - Utilities Project

Justification:	This change order is issued to finalize the pay quantities for the project. Several of the Change Order #3 items are subject to the Oklahoma Competitive Bid Act Section 121.B. They are listed above as C.O. Items 20 and 21. Their final value is \$26,700.00, which represents 3.9% of the original contract amount.
----------------	---

RECOMMENDED:	 Engineer Signature	Cowan Group Engineering, LLC Engineer	
BY:	Russell K. Fischer Printed Name	Project Engineer Title	9/10/2016 Date
ACCEPTED:	 Contractor Signature	Davis H. Elliot Construction Co., Inc. Contractor	
BY:	Terry L. Downing Printed Name	Vice-President Title	9-13-16 Date
APPROVED:	 Owner Signature	Stoney Creek Hospitality Corporation Owner	
BY:	James H. Thompson Printed Name	Chief Executive Officer Title	9-14-16 Date

CONSENT OF SURETY TO FINAL PAYMENT

ALA Document G707

Bond No. 14BCSHI1657

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:

(Name and address)

Stoney Creek Hospitality Corporation
485 N. Poplar Ave.
Broken Arrow, OK 74012

PROJECT:

(Name and address)

Stoney Creek Hospitality Hotel and Conference Center Utilities Project in Broken Arrow, OK, Contract No: SC-15002

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: October 15, 2015

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

, SURETY,

on bond of

(Insert name and address of Contractor)

Davis H. Elliot Construction Company, Inc.
8837 South Highway 51
Broken Arrow, OK 74014

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

Stoney Creek Hospitality Corporation
485 N. Poplar Ave.
Broken Arrow, OK 74012

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 31, 2016

(Insert in writing the month followed by the numeric date and year.)

Hartford Fire Insurance Company

(Surety)

By:

(Signature of authorized representative)

Theresa S. Stump

Attorney-in-Fact

(Printed name and title)

Surety Phone No. 540-343-8071

Attest:

(Seal)

Becky Huddleston, Witness

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-12

One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Theresa S. Stump of Roanoke, VA

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 14BCSH1657 on behalf of Davis H. Elliot Construction Company, Inc.

naming

Stoney Creek Hospitality Corporation

as Oblige in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 31, 2016
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

COWAN GROUP ENGINEERING, LLC

Certificate of Substantial Completion

Project: Hotel and Conference Center	Owner: Stoney Creek Hospitality Corp.	Owner's Contract No.: SC-15002
Contract: Public Utilities		Date of Contract: Dec 10, 2015
Contractor: Davis H. Elliot Construction Company Inc.		Engineer's Project No.: 14-256

This Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☒ The following specified portions:
Work added to the contract scope was the water line bore & connection by Stone Wood Drive. Work

Removed from the contract scope was Offsite WL "C" and the Trench Drain at SE Entry

March 11, 2016

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities: None

Owner has occupied site/lines since: N/A

Contractor's Amended Responsibilities: Completion of the outstanding items remaining as identified in the attached Punch-List

The following documents are attached to and made part of this Certificate:

Punch-List dated March 30, 2016, from Final Inspection held on March 29, 2016

This Certificate does not constitute an Acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner/Developer

Date

PUBLIC UTILS: STONEY CREEK HOSPITALITY



Hotel and Conference Center

FINAL INSPECTION: May 05, 2016 @ 8:00pm

ATTENDING:	Jeff Thompson	Davis H. Elliot Construction
	Chad Nichols	City of Broken Arrow
	Barrick Rosenbaum	Cowan Group Engineering
	Russ Fischer	Cowan Group Engineering

CONTRACT DATA:

NTP: January 18, 2016
Project Duration: 75 calendar Days
Original Completion Date: April 01, 2016
Added Days to Date: Total of 13
Adjusted Completion Date: April 14, 2016

*All items completed
NY 05/05/2016*

PROJECT SUBSTANTIALLY COMPLETE: March 11, 2016

- Storm Sewer Installed per plans & specs - Less Trench Grate at SE Entry
- Water Lines Installed per plans & specs - Less Offsite WL "C"

* NOTE: The Final Review of the Substantial Completion Inspection of March 29th, was delayed to continuing efforts to work out an alternate alignment for Offsite Waterline "C". But at this time, it appears that an alternate alignment cannot be worked out with ONG. The Utility project needs to be closed and finalized out. The offsite portion of WL "C" will need to be on a future phase of work, once an alternate alignment is selected.

PUNCHLIST ITEMS:

- ✓ 1. Demobilize Equipment
- ✓ 2. Water Valves are to have concrete collar around them b/4 CoBA will accept WLs. Contractor to check on precast collars as an option to pouring a collar since there is site work grading yet to be done. Precast collars would be acceptable to the City and could be adjusted by the Site Dev Contractor.
- ✓ 3. Rotate FH at Sta 81+69.87 on WL "B" as directed by City to face westward/parking
- ✓ 4. Replace Silt Fencing between WL "B" and the creek.
- 5.

COMMENTS:

- Regarding the Storm Sewer Trench Grate: Additional design work is necessary to complete the construction of the SE Entry and rework the existing retaining wall along Albany Street. As such the trench grate was removed from the Utility Project and will be moved to the Site Development Project.
- All erosion control not specifically called to be removed shall remain in place, with continued maintenance by the General Building Contractor, Henning.
- The Project Sign shall remain and shall be eventually removed by others.
-

Certificate of Substantial Completion

Project: Hotel and Conference Center	Owner: Stoney Creek Hospitality Corp.	Owner's Contract No.: SC-15002
Contract: Public Utilities	Date of Contract: Dec 10, 2015	
Contractor: Davis H. Elliot Construction Company Inc.	Engineer's Project No.: 14-256	

This Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions:
Work added to the contract scope was the water line bore & connection by Stone Wood Drive. Work removed was the trench grate. The work on Offsite portion of WL "C" was suspended due to ONG new protest of alignment location. (Refer to On-Site Project Substantial Completion of 11Mar2016) New align Ok'd and work restarted July 6, 2016, completed July 29, 2016.

July 29, 2016

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities: None

Owner has occupied site/lines since: July 29th. Water Line is in service.

Contractor's Amended Responsibilities: Completion of the outstanding items remaining as identified in the attached Punch-List
Punch List items complete per Aug 10, 2016 review.

The following documents are attached to and made part of this Certificate:

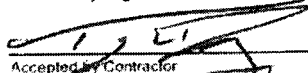
Punch-List of August 03, 2016 from Final Inspection. Noted that per August 10, punch list items are done.

Substantial Completion Certificate of On-Site Work, dated March 11, 2016

This Certificate does not constitute an Acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents


Executed by Engineer

10 SEP 2016
Date


Accepted by Contractor

9-13-16
Date


Accepted by Owner/Developer

9-14-16
Date

PUBLIC UTILS: STONEY CREEK HOSPITALITY



Hotel and Conference Center

FINAL INSPECTION of OFFSITE WL-C: August 3, 2016 @ 8:00 am

ATTENDING: Jeff Thompson	Davis H. Elliot Construction
Chad Nichols	City of Broken Arrow, Inspections
Russ Fischer	Cowan Group Engineering

CONTRACT DATA:

NTP: January 18, 2016
Project Duration: 75 calendar Days
Original Completion Date: April 01, 2016
Added Days to Date: Total of 13
Adjusted Completion Date: April 14, 2016 *

- * NOTE: Project Completion Time was suspended for the offsite Waterline "C" portion of the project due to the revised ONG position, now objecting to the proposed location of the waterline along the south right of way of Albany Street, which ran parallel to an existing ONG pipeline. After being on hold for several months, an alternate alignment was agreed to by all parties that relocated the offsite waterline to run down the median of Albany Street. This phase of the project was started on July 6th, 2016, after approval from the Broken Arrow City Council to close several lanes of Albany Street to accommodate the work and the continued investigation of a potential leak by ONG of their pipeline in the same general area of Albany Street & Hillside Drive.

OFFSITE WL-C PORTION OF PROJECT SUBSTANTIALLY COMPLETE:

- Work Completed on July 29th, 2016.

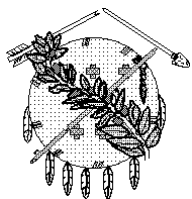
FINAL INSPECTION OF OFFSITE WL-C PUNCHLIST ITEMS:

- ✓ 1. Caulk the gutter joints up 1" on the curb, not to top of curb
- ✓ 2. Missing a lid at j-box for street light west of Hillside Drive intersection
- 3.

** Items observed complete
10 Aug 2016 NG*

COMMENTS:

- Sod looks great
- The existing WL crosses Albany at an angle, so additional bends required to tie new water line in. Also had to move connection location due to concrete encasement of existing water line at proposed tie-in location.
- Offsite WL was installed without any electric line breaks to the street lights!
- System is live, Water is connected to site utilities/piping.



City of Broken Arrow

Fact Sheet

File #: 16-1193, Version: 1

Broken Arrow City Council

Meeting of: 10-04-2016

To: Mayor and City Council
From: Development Services Department
Title:

Approval of and authorization to execute Pay Request Number 10 for Professional Design Services through the Vision 2025 Sales Tax Program in association with the Stoney Creek Hotel and Conference Center

Background:

Stoney Creek Hospitality is requesting partial payment of Professional Services related to the Stoney Creek Hotel and Conference Center. The attached documents reference to pay request number 10 from Stoney Creek Hospitality for Architectural and Engineering services.

City staff has reviewed the pay requests and recommends approval of the pay requests. Payment will be through the Vision 2025 sales tax program. The draw amounts totaling \$28,490.52 will be deducted from the contract agreement amount of \$5,550,000.

Cost: \$18,000 to Mike Hughes Architects and \$10,490.52 to Cowan Group
Engineering

Prepared By: Michael Skates, P.E., CFM, Development Services Director

Reviewed By: Finance Department
Assistant City Manager - Operations
Legal Department

Approved By: Michael L. Spurgeon, City Manager

Attachments: Stoney Creek Draw #10

Recommendation:

Approve Pay Request Number 10 for Professional Services.

STATEMENT OF CONTRACTOR TO OWNER AND ESCROWEE

Draw Request No. 10 for Payment under Attorneys' Title Guaranty Fund, Inc.

Project: STONEY CREEK HOTEL & CONFERENCE CENTER BROKEN ARROW

Owner(s): STONEY CREEK INVESTORS of BROKEN ARROW, LLC

Contractor: STONEY CREEK HOSPITALITY / SC DEVELOPMENT CORP

Covers period from 1/1/2015 to 9/23/2016

The undersigned JAMES H. THOMPSON

certifies that he is PRESIDENT/OWNER

(Nature of interest in or position with contracting company)

of STONEY CREEK HOSPITALITY / SC DEVELOPMENT CORP

under Contract with STONEY CREEK INVESTORS of BROKEN ARROW, LLC

Owner(s), for DEVELOPMENT & DESIGN

That, for the purpose of this work, the following orders have been placed and the following parties contracted with, and these are the only parties who have been contracted with and/or who have furnished materials or provided labor under the aforementioned Contract for said project: That the amounts of such orders or contracts are as stated below and that there are due and to become due these parties respectively the amounts set opposite their names for materials or labor or both, and the undersigned warrants that the amounts due these parties respectively (see Column No. 6) represents materials and/or labor incorporated into the project at this date:

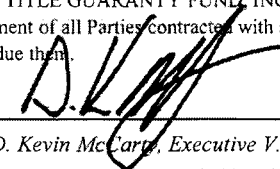
1	2	3	4	5	6	7
CONTRACTOR WORK/MATERIALS	CONTRACTED BUDGET	DRAW 10	DRAW 11	DRAW 12	Total Drawn	Total Remaining
GENERAL DEVELOPMENT						
101-ARCHITECTURAL & ENGINEERING						
DESIGN						
Mike Hughes Architects	600,000.00	18,000.00			623,825.50	(23,825.50)
R.L. Shears Company	75,000.00				33,644.72	41,355.28
SITE ENGINEERING						
Cowan Group Engineering	152,500.00	10,490.52			276,494.97	(123,994.97)
TESTING						
GFAC Engineering	10,450.00				10,450.00	
STRUCTURAL						
Mettemeyer Engineering						
MECHANICAL						

CONTRACTOR WORK/MATERIALS	CONTRACTED BUDGET	<u>DRAW 10</u>	<u>DRAW 11</u>	<u>DRAW 12</u>	<u>Total Drawn</u>	<u>Total Remaining</u>
ELECTRICAL						
PERMITS						
MISC.						
103 - LEGAL						
Nyemaster Law Firm						
MISC.						
104 -TRAVEL & MISC.						
SC Development Corp.						
TOTAL - DEVELOPMENT COSTS	837,950.00	28,490.52			944,415.19	(106,465.19)
TOTAL:	837,950.00	28,490.52			944,415.19	(106,465.19)
DATE:	03/10/15	09/23/16				

The undersigned certifies further that this statement is made to Escrow and to said Owner for the purpose of procuring from same payment in accordance with the terms of said Contract and the ATTORNEYS' TITLE GUARANTY FUND, INC. Construction Loan Escrow and Disbursing Agreement, and is a True and Complete Statement of all Parties contracted with and of all Parties furnishing labor and/or materials, and of all amounts paid, due and to become due thereon.

Signed this 23rd day of September 20 16.

By:

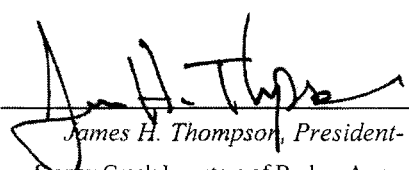

D. Kevin McCarty, Executive V.P. / CDO
Stoney Creek Hospitality

OWNER'S APPROVAL OF REQUESTED DISBURSEMENT

The undersigned Owner(s), or his designated architect or inspector, certifies that he has inspected the progress of the construction and that the work covered by this Request for Payment has been completed and the materials put in place in accordance with the plans, specifications and Construction Contract, that all amounts shown herein as due and owing to the named subcontractors and that he hereby approves the requested disbursement under the terms of Construction Loan Escrow and Disbursing Agreement No. _____.

Signed this 23rd day of September 20 16.

By:


James H. Thompson, President-
Stoney Creek Investors of Broken Arrow LLC



Mike Hughes Architects
6945 S. 69th E. Avenue
Tulsa, Oklahoma 74133
Phone: 918-481-9000 • Fax: 918-481-9003

Invoice

INV-11607

Date 09-22-2016
Project No.

Due 10-07-2016
PO No.

Bill to **Jim Thompson**
Stoney Creek Hospitality Corporation
5291 Stoney Creek Court
Johnston, IA 50131

Project **Stoney Creek Broken Arrow** (13042-00)
Broken Arrow, OK

Description	Contract Amount	Prior Invoice(s)	This Invoice	Contract Balance
Architectural & Engineering Services	\$698,800.00	\$615,800.00		
Pre-contract Services		0.00		N/A
Retainer Deposit	25,000.00	25,000.00		0.00
Schematic Design	90,000.00	90,000.00		0.00
Design Development	120,000.00	120,000.00		0.00
Construction Documents	240,000.00	240,000.00		0.00
CO#1 Rework Floor Plan	98,800.00	98,800.00		0.00
Bidding & Negotiation	30,000.00	30,000.00		0.00
Contract Administration	120,000.00	12,000.00		90,000.00
1) Balance of July Contract Administration			3,000.00	
2) August Contract Administration			7,500.00	
3) September Contract Administration			7,500.00	
Retainer Refund	-25,000.00	0.00		-25,000.00
Architectural & Engineering Services		Subtotal	\$18,000.00	\$65,000.00
		Grand Total	\$18,000.00	\$65,000.00

Total does not reflect payments or prior invoices. Past due amounts shall bear interest at 1½% per month (18% per annum).



Cowan Group Engineering, LLC

7100 N. Classen, Suite 500
Oklahoma City, OK 73116-7747
Tel: 405-463-3369 Fax: 405-463-3381
jeff@cowangroup.co
www.cowangroup.co

Invoice

Mr. Jim Thompson
Stoney Creek Hospitality
5291 Stoney Creek Court
Johnston, IA 50131

Invoice Date: Sep 9, 2016
Invoice Num: 2598
Billing Through: Aug 31, 2016

01-Stoney Creek - Sketch Plan (14-256:01) - Managed by (RKF) Billed \$3,000 Percent Complete: 100%

Project (14-256:01) Total Amount Due: \$0.00

02-Stoney Creek - Survey & Preliminary Plat (14-256:02) - Managed by (RKF) Billed \$12,500 Percent Complete: 100%

Project (14-256:02) Total Amount Due: \$0.00

03-Stoney Creek - Drainage Plan & Report (14-256:03) - Managed by (RKF) Billed \$4,000 Percent Complete: 100%

Project (14-256:03) Total Amount Due: \$0.00

04-Stoney Creek - Grading, Paving, & Drainage Plan (14-256:04) - Managed by (RKF) Billed \$24,000 Percent Complete: 100%

Project (14-256:04) Total Amount Due: \$0.00

05-Stoney Creek-Water, Sanitary & Storm Sewer Plan (14-256:05) - Managed by (RKF) Billed \$25,000 Percent Complete: 100%

Project (14-256:05) Total Amount Due: \$0.00

06-Stoney Creek - Erosion Control Plans & Details (14-256:06) - Managed by (RKF) Billed \$4,000 Percent Complete: 100%

Project (14-256:06) Total Amount Due: \$0.00

07-Stoney Creek - Final Platting (14-256:07) - Managed by (RKF) Billed \$4,250 Percent Complete: 85%

Project (14-256:07) Total Amount Due: \$0.00

08-Stoney Creek-Additional On-Site Infrastruct Imp (14-256:08) - Managed by (RKF) Billed \$45,000 Percent Complete: 100%

Project (14-256:08) Total Amount Due: \$0.00

09-Stoney Creek-Additional Off-Site Infrastruct Im (14-256:09) - Managed by (RKF) Billed \$27,000 Percent Complete: 100%

Project (14-256:09) Total Amount Due: \$0.00

10-Stoney Creek-ROW/Easement Acq. Assist. Services (14-256:10) - Managed by (RKF) Billed \$1,600 Percent Complete: 100%

Project (14-256:10) Total Amount Due: \$0.00

11-Stoney Creek-Add. Svcs.-Design (14-256:11) - Managed by (RKF)

Professional Services:

Classification	Hours	Rate	Amount
Project Manager	7.00	\$139.00	\$973.00
Project Engineer	20.00	\$117.00	\$2,340.00
Engineer Tech	5.00	\$80.00	\$400.00
Total Services:			<u>\$3,713.00</u>
Project (14-256:11) Total Amount Due:			<u>\$3,713.00</u>

12-Stoney Creek-Add. Svcs.-Const. Svcs. (14-256:12) - Managed by (RKF)



Cowan Group Engineering, LLC

7100 N. Classen, Suite 500
Oklahoma City, OK 73116-7747
Tel: 405-463-3369 Fax: 405-463-3381
jeff@cowangroup.co
www.cowangroup.co

Invoice

Mr. Jim Thompson
Stoney Creek Hospitality
5291 Stoney Creek Court
Johnston, IA 50131

Invoice Date: Sep 9, 2016
Invoice Num: 2598
Billing Through: Aug 31, 2016

12-Stoney Creek-Add. Svcs.-Const. Svcs. (14-256:12) - Managed by (RKF)

Professional Services:

Classification

Project Manager
Engineer Level I

Hours	Rate	Amount
16.50	\$139.00	\$2,293.50
6.50	\$93.00	\$604.50
Total Services:		\$2,898.00

Reimbursable Expenses:

Description

Contract Services
Mileage

Units	Amount	
1.00	\$66.42	
20.00	\$10.80	
Total Expenses:		\$77.22

Project (14-256:12) Total Amount Due: \$2,975.22

13-Stoney Creek-Updated ALTA Survey for SCHC (14-256:13) - Managed by (RKF)

Professional Services:

Classification

Project Manager
Survey Crew
Engineer Tech/Surveyor

Hours	Rate	Amount
2.50	\$139.00	\$347.50
4.00	\$139.00	\$556.00
34.75	\$80.00	\$2,780.00
Total Services:		\$3,683.50

Reimbursable Expenses:

Description

Mileage

Units	Amount	
220.00	\$118.80	
Total Expenses:		\$118.80

Project (14-256:13) Total Amount Due: \$3,802.30

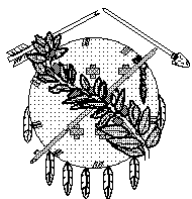
Amount Due This Invoice: \$10,490.52

This invoice is due on 9/10/2016

Approved by: _____

All Invoices due upon receipt. After 30 days, a charge of 1 1/2% per month will be added to the outstanding balance.

We thank you for your business.



City of Broken Arrow

Fact Sheet

File #: 16-1133, Version: 1

Broken Arrow City Council

Meeting of: 10-04-2016

To: Mayor and City Council
From: Information Technology Department
Title:

Approval to waive formal competitive bidding, and approval of and authorization to purchase CISCO Smartnet Maintenance Services from Chickasaw Telecom for computer network infrastructure and Voice Over Internet Protocol system functions, pursuant to the State contract

Background:

The City's computer network infrastructure and Voice Over Internet Protocol system functions through the use of CISCO equipment. This equipment is serviced through annual maintenance services offered by CISCO referred to as Smartnet. Staff proposes that the Smartnet maintenance services be renewed through Chickasaw Telecom, a provider of the service through a state contract for CISCO products.

Section 2-27 of the Broken Arrow Code addresses exceptions to competitive bidding. The Code provides that competitive bidding is not required for supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate prices for things purchased by the state. This particular service is available through the state contract. Sufficient funds were budgeted for this expenditure in this year's budget. Staff recommends that the Council approve the purchase of CISCO Smartnet Maintenance Services from Chickasaw Telecom. This expenditure was budgeted in the 2016-17 budget.

Cost: \$52,853.51

Prepared By: Stephen Steward, Information Technology Director

Reviewed By: Legal Department
Russell M. Gale, Assistant City Manager - Administration

Approved By: Michael L. Spurgeon, City Manager

Attachments: Cisco Smartnet 2016 - 2017 Quote

Recommendation:

Approve and authorize the purchase of CISCO Smartnet Maintenance Services from Chickasaw Telecom.

Date: September 8, 2016

To: City of Broken Arrow
220 South First St.
Broken Arrow, OK 74012

Ph: 918-259-2400

Fax:



Product #	Product Description	Qty.	Unit List Price	Unit Price	Extended Price
14445006	SmartNet renewal - 2016/17	1	\$53,812.74	\$45,202.71	\$45,202.71
L-ASA5525-TAMC=	Cisco ASA5525 FirePOWER IPS, AMP and URL Licenses	1	\$0.00		
L-ASA5525-TAMC-1Y	Cisco ASA5525 FirePOWER IPS, AMP and URL 1YR Subs	1	\$6,170.00	\$3,825.40	\$3,825.40
L-ASA5525-TAMC=	Cisco ASA5525 FirePOWER IPS, AMP and URL Licenses	1	\$0.00		
L-ASA5525-TAMC-1Y	Cisco ASA5525 FirePOWER IPS, AMP and URL 1YR Subs	1	\$6,170.00	\$3,825.40	\$3,825.40

Cisco State Contract:ITSW1006 - SW1006C

Total: \$52,853.51



Quote Valid 30 Days

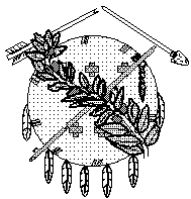
*Lead Times are Estimates in business days plus shipping.
if you have a project deadline, Please let us know when you place the order.

Warranty: 1 Year (with Smartnet)

Payment Terms: Upon Receipt of Goods

ALL SALES FINAL, No Returns without Manufacturer's Approval

Richard Leonetti
Chickasaw Telecom, Inc.
5 N. McCormick
Oklahoma City, OK 73127
FEIN #: 73-1354410
SPIN# 143028698
405/946-1200 Phone
405/945-9595 Fax



City of Broken Arrow

Fact Sheet

File #: 16-1185, Version: 1

Broken Arrow City Council

Meeting of: 10-04-16

To: Mayor and City Council

From: Engineering and Construction Department

Title: Approval to reject bids on a construction contract for Westwind Charleston II Storm Sewer Improvements (Project No. SW1707), and find that rejection of bids is in the best interest of the Citizens of Broken Arrow

Background:

Field investigations and meeting with affected homeowners in the Westwind subdivision reveals that storm sewer improvements are required to improve sheet flow stormwater conveyance within back yards of the Westwind and Charleston II residential subdivisions. In-house design of a retrofit underground piped storm sewer system will provide relief to homeowners currently faced with large stormwater conveyance flows through their yards during rainfall events and standing water trapped within back yards after rains have ended.

Funds for the project are from Stormwater Capital Fund 26 with a \$50,000 amount dedicated for design and construction of the project. A topographic survey was obtained by contract for \$3,804.00 in 2015 using the Engineering and Construction professional services budget. The project was designed in-house by Engineering and Construction Department staff. The project was advertised for bids on July 14 and July 21, 2016. Bids were opened on August 9, 2016 and five (5) bids were received. The Certified Bid Tabulation is attached. The low bidder was Magnum Construction, Inc. with a bid of \$83,870.00. The engineer's estimate was \$60,736.50.

Upon receipt of the bids, City staff examined cost cutting measures using the low bidder's unit prices to see if the scope of the project could be reduced to an acceptable financial and functional level. Also enclosed is a fifteen day time extension for notice of award allowed by mutual agreement of both parties. An acceptable scope reduction was not reached.

Staff recommends that the bids be formally rejected due to state statute requiring bid awarding within 30 days with a potential 15 day extension and that City staff evaluate financing and project design options necessary to bring this project back for bid at a date later this year.

Cost: None

Prepared By: Alex M. Mills, P.E., Director of Engineering and Construction

**Reviewed By: Finance Department
Assistant City Manager - Operations
Legal Department**

Approved By: Michael L. Spurgeon, City Manager

Attachments: Certified Bid Tabulation, Bid Award Time Extension Letter

Recommendation:

Reject bids on a construction contract for Westwind Charleston II Storm Sewer Improvements project and direct staff to evaluate financing and design options to bring this project back for re-advertising at a later date, and find that rejection of bids is in the best interests of the Citizens of Broken Arrow

BID TABULATION
WESTWIND AND CHARLESTON II - STORM SEWER IMPROVEMENTS
PROJECT NO. SW1707 BID NO. 17.100

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		MAGNUM CONSTRUCTION, INC.		GROUND LEVEL, LLC		CHEROKEE PRIDE CONSTRUCTION, INC.		DAVIS H. ELLIOTT CONSTRUCTION COMPANY, INC.		MCGUIRE BROTHERS CONSTRUCTION, INC.	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Unclassified Excavation	CY	100.0	\$ 27.50	\$ 2,750.00	\$ 70.00	\$ 7,000.00	\$ 33.94	\$ 3,394.00	\$ 20.00	\$ 2,000.00	\$ 35.00	\$ 3,500.00	\$ 30.00	\$ 3,000.00
2	Salvage Topsoil	LS	1.0	\$ 4,400.00	\$ 4,400.00	\$ 5,000.00	\$ 5,000.00	\$ 6,866.00	\$ 6,866.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
3	Temporary Silt Fence	LF	1,230.0	\$ 3.30	\$ 4,059.00	\$ 1.00	\$ 1,230.00	\$ 2.43	\$ 2,988.90	\$ 1.00	\$ 1,230.00	\$ 0.25	\$ 307.50	\$ 4.00	\$ 4,920.00
4	Solid Slab Sodding	SY	1,300.0	\$ 4.40	\$ 5,720.00	\$ 4.00	\$ 5,200.00	\$ 2.65	\$ 3,445.00	\$ 4.00	\$ 5,200.00	\$ 5.00	\$ 6,500.00	\$ 6.00	\$ 7,800.00
5	Selective Clearing and Grubbing	LS	1.0	\$ 3,300.00	\$ 3,300.00	\$ 7,000.00	\$ 7,000.00	\$ 6,866.00	\$ 6,866.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00
6	Type 1-A 12" Plain Riprap with Filter Fabric	TON	6.0	\$ 137.50	\$ 825.00	\$ 275.00	\$ 1,650.00	\$ 80.86	\$ 485.16	\$ 100.00	\$ 600.00	\$ 55.00	\$ 330.00	\$ 65.00	\$ 390.00
7	4" Concrete Sidewalk	SY	5.0	\$ 55.00	\$ 275.00	\$ 200.00	\$ 1,000.00	\$ 70.37	\$ 351.85	\$ 150.00	\$ 750.00	\$ 75.00	\$ 375.00	\$ 70.00	\$ 350.00
8	12" Diameter HDPE Pipe	LS	575.0	\$ 33.00	\$ 18,975.00	\$ 51.00	\$ 29,325.00	\$ 49.41	\$ 28,410.75	\$ 140.00	\$ 80,500.00	\$ 130.00	\$ 74,750.00	\$ 160.00	\$ 92,000.00
9	12" Diameter HDPE Pipe, End Section	EA	1.0	\$ 275.00	\$ 275.00	\$ 675.00	\$ 675.00	\$ 401.43	\$ 401.43	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
10	1/2" inch Irrigation Line (Remove and Replace)	LF	5.0	\$ 27.50	\$ 137.50	\$ 60.00	\$ 300.00	\$ 99.54	\$ 497.70	\$ 200.00	\$ 1,000.00	\$ 1.00	\$ 5.00	\$ 60.00	\$ 300.00
11	Remove and Reconstruct Fence	LF	100.0	\$ 38.50	\$ 3,850.00	\$ 50.00	\$ 5,000.00	\$ 58.30	\$ 5,830.00	\$ 30.00	\$ 3,000.00	\$ 5.00	\$ 500.00	\$ 75.00	\$ 7,500.00
12	Construction Staking	LS	1.0	\$ 27.50	\$ 27.50	\$ 2,500.00	\$ 2,500.00	\$ 3,710.00	\$ 3,710.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
13	12" Nyloplast Storm Drain (180") (1299CGS)	EA	1.0	\$ 687.50	\$ 687.50	\$ 2,000.00	\$ 2,000.00	\$ 2,480.89	\$ 2,480.89	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00
14	12" Nyloplast Storm Drain (104") (RT)	EA	1.0	\$ 1,100.00	\$ 1,100.00	\$ 2,200.00	\$ 2,200.00	\$ 2,166.66	\$ 2,166.66	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00
15	SP STR3-4 12" Nyloplast Storm Drain (88") (LT & RT)	EA	2.0	\$ 1,100.00	\$ 2,200.00	\$ 2,200.00	\$ 4,400.00	\$ 2,166.66	\$ 4,333.32	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,400.00	\$ 2,800.00
16	SP STR5 12" Nyloplast Storm Drain (272") (LT)	EA	1.0	\$ 687.50	\$ 687.50	\$ 2,000.00	\$ 2,000.00	\$ 2,166.66	\$ 2,166.66	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
17	SP STR6 12" Nyloplast Storm Drain (174") (RT)	EA	1.0	\$ 687.50	\$ 687.50	\$ 2,000.00	\$ 2,000.00	\$ 2,480.89	\$ 2,480.89	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
18	SP STR7 12" Nyloplast Storm Drain (180")	EA	1.0	\$ 687.50	\$ 687.50	\$ 2,000.00	\$ 2,000.00	\$ 2,480.89	\$ 2,480.89	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
19	SP STR8 12" Nyloplast Storm Drain (END)	EA	1.0	\$ 770.00	\$ 770.00	\$ 2,000.00	\$ 2,000.00	\$ 2,480.89	\$ 2,480.89	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
20	SP GRATE 1299CGS Flat Ductile Iron Grate	EA	1.0	\$ 825.00	\$ 825.00	\$ 130.00	\$ 130.00	\$ 323.33	\$ 323.33	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
21	SP GRATE 1299CGD Dome Ductile Iron Grate	EA	7.0	\$ 825.00	\$ 5,775.00	\$ 180.00	\$ 1,260.00	\$ 332.34	\$ 2,326.38	\$ 500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00	\$ 600.00	\$ 4,200.00
TOTAL BASE BID				\$ 60,736.50	\$	\$ 83,870.00	\$	\$ 84,486.70	\$	\$ 123,780.00	\$	\$ 126,267.50	\$	\$ 143,160.00	\$

I certify that this is a true and correct Tabulation of Bids received at 2:00 pm on August 9, 2016. 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.


Thomas D. Hendrix, P.E.
Engineering Division Manager



Mr. Clinton W. Redwine
Magnum Construction, Inc.
PO Box 707
Broken Arrow, OK 74013

**RE: WESTWIND AND CHARLESTON II STORM SEWER IMPROVEMENTS,
BID NO. 17.100, REQUEST FOR TIME EXTENSION FOR NOTICE OF AWARD**

Dear Mr. Redwine:

Pursuant to the Oklahoma Competitive Bid Act, the City of Broken Arrow is formally requesting additional time not to exceed 15 days in order to award the above identified project, extending the 30 days from the bid opening date specified in the bid documents. This extension is allowed by mutual agreement of both parties.

If your company agrees to the time extension, please sign and date below. We look forward to working with your company on bringing this project to a successful completion. The City thanks you for your consideration in this matter.

Respectfully,

CITY OF BROKEN ARROW

Jeff T. Bigby
Stormwater Manager

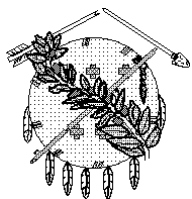
ACCEPTED:

Magnum Construction, Inc.

9-13-16

Date

JTB/klp



City of Broken Arrow

Fact Sheet

File #: 16-1217, Version: 1

Broken Arrow City Council

Meeting of: 10-04-2016

To: Mayor and City Council
From: Streets and Stormwater Department
Title:

Approval of bids received and award the most advantageous bid to WhiteStar Machinery for the purchase of a Bobcat E-55, 12,500-15,000 pound Mini Excavator for the Street Division

Background:

The Street Division requested and sought bids for a 12,500-15,000 lb. mini excavator. Fourteen (14) vendors were solicited to bid on this equipment, and a total of seven (7) bids were received. Four of the seven vendors meet specifications. WhiteStar Machinery submitted a bid for a Bobcat E-55 meeting specifications and is low bid. Base pricing and warranty information are reflected in the attached bid tabulation. The bid tabulation also includes all vendors submitting bids for this equipment.

The total price for the mini excavator is \$58,424.90. The options selected are reflected in the attached bid tabulation. Funds for this purchase have been appropriated and are available in the STCI Capital Improvement Fund in the available amount of \$100,000. (Project No. 175321, Acct. No. 030-5300-431.70-03)

Cost: \$58,424.90

Prepared By: Steve Arant, P.E., Director of Streets and Stormwater Department

Reviewed By: General Services Department
Finance Department
Assistant City Manager - Operations
Legal Department

Approved By: Michael L. Spurgeon, City Manager

Attachments: Bid tabulation on bid 17.106

Recommendation:

To award the most advantageous bid to WhiteStar Machinery for the purchase of one Bobcat E-55 12,500-15,000 lb. mini excavator with the listed options in the amount of \$58,424.90.

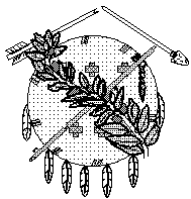
12,500-15000 Lb. Mini Excavator

Bid# 17.106

Bid opening 09-07-16

Item	WhiteStar Machinery	Kubota	Ditch Witch	Warren Cat	OCT Equip.	Darr Equipment	Yellowhouse
Options	Bobcat E-55	Kubota KX057-4R3	Yanmar V.035	Caterpillar 305.5E2	Case CX55B	JCB 48Z	John Deere 60G
12500-15000 Lb. Mini Excavator	55,440.00	59,610.00	60,950.00	65,200.00	60,133.00	59,344.00	60,882.00
Options							
Auxiliary hyd. Circuit	0.00	1,098.84	0.00	0.00	0.00	1,737.09	0.00
Quick change system	0.00	n/a	0.00	0.00	5,524.00	3,603.23	3,400.00
Keyless start & stop	0.00	n/a	n/a	0.00	n/a	n/a	n/a
Angle dozer blade	1,831.50	1,922.13	2,750.00	2,237.00	4,386.00	5,109.27	3,847.27
Additional keys ea.	2.00	16.88	10.00	3.00	21.42	5.00	6.57
3 Foot bucket	1,151.40	1,400.00	1,875.00	1,352.00	1,465.00	1,273.81	1,188.79
3 foot bucket w/hydraulic thumb	0.00	3,250.00	5,500.00	0.00	0.00	3,789.77	2,908.70
Tinted windows	n/a	800.00	300.00	0.00	n/a	750.00	495.00
Total	58,424.90	68,097.85	71,385.00	68,792.00	71,529.42	75,612.17	72,728.33
Meet Specs.	YES	YES	YES	YES	NO	NO	NO
Delivery	45 days	14 days	90 days	70 days	90 days	60 days	60 days
Warranty	1 yr	2yr/2K	3yr/3K	1 yr	1yr/1K	2yr/2K	2yr/2K
Notes				Added following options: Steel tracks \$3203.00,Battery switch\$83.00, Ecology drain\$52.00,Block heater\$149.00, Rear camera\$246.00, Telematics 3yr.\$1321.00,Cab guard\$655.00,3yr warranty\$980.00	Machine does not meet weight requirements	Machine does not meet weight requirements	Excavator does not have swing lock

Bids sent to 14 vendors



City of Broken Arrow

Fact Sheet

File #: 16-1182, Version: 1

Broken Arrow City Council

Meeting of: 10-04-2016

To: Mayor and City Council
From: General Services Department
Title:

Approval of bids received and award the lowest responsible bid to CPR of Tulsa for roof replacement services at Battle Creek

Background:

During a recent severe weather storm, the Club House and Reception Hall Facility roofs at the Battle Creek Golf course were damaged and will require replacement. Risk Management filed a claim with our insurance company. The City has received \$35,970 to date for damages. Upon receipt of the repair invoice, Risk Management will settle any remaining claims according to the terms of the insurance policy.

The Building Maintenance Division requested and sought bids for replacing the roof on both the Club House and Reception Hall buildings. Bids were solicited from eleven roofing companies. Nine bids were received. The low bid submitted by CPR of Tulsa was \$33,000 plus the cost of deteriorated decking. The bid meets all requirements and specifications of the requested work and is the recommended contractor to perform the roof replacements on both buildings.

Funds for this work are available in the amount of \$49,000 which is made up from the Sale Tax Capital Improvement Funds and funds collected from the insurance claim on the two roofs.

Cost: \$ 33,000.00 (plus cost of deteriorated decking, if any)

Prepared By: Lee Zirk General Services Department

Reviewed By: Finance Department
Parks Department
Assistant City Manager - Operations
Legal Department

Approved By: Michael L. Spurgeon, City Manager

Attachments: Bid tabulation on state contract number 17.108

Recommendation:

Award the lowest responsible bid to CPR of Tulsa.

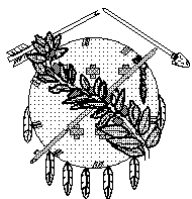
Battlecreek Club House & Reception Hall Roof Replacement

RFP 17.108

Bid opening 09/14/16

Item	CPR of Tulsa	J & J Roofing	DCR Const.	Turner Roofing	Allwine Roofing	Lewis Roofing	Action Roofing	Impact Roofing	Prime Source
Specification									
Shingle replacement-Two buildings	\$33,000.00	\$33,921.00	\$36,489.00	\$36,890.00	\$38,610.00	\$41,391.80	\$44,600.00	\$44,896.00	\$66,400.00
Replace deteriorated decking per sq/ft	\$4.00	\$1.25	\$1.38	\$1.57	\$1.50	\$1.00	\$1.75	\$1.41	\$1.50
Days needed to complete job	14-21 days	10 days	4 days	6 days	10 days	5-6 days	14 days	3-4 days	30 days
Warranty									
Roof	Lifetime	30 yr	40yr	30 yr	30 yr	30 yr, 10 yr algae res., 110- 130 mph wind	30 yr	50 yr	30 yr
Installation workmanship	Lifetime	5 yr	5 yr	1yr	2 yr	5 yr	5 yr	10 yr	2 yr
Other warranty		Algae resistant	130 Mph wind	130 Mph wind warranty add \$325.00				130 Mph wind	

Bids were sent to 11 vendors



City of Broken Arrow

Fact Sheet

File #: 16-1186, Version: 1

**Broken Arrow City Council
Meeting of: 10-04-2016**

To: Mayor and City Council Members
From: Development Services Department
Title:

Approval of BAZ-1963, 2.59 acres, A-RE to RE, one-quarter mile west of 23rd Street, one-half mile north of New Orleans Street

Background:

BAZ-1963 is a request to change the zoning designation on 2.59 acres from, A-RE (Annexed Residential Estate) to RE (Residential Estate). This unplatted property is located one-quarter mile west of 23rd Street, one-half mile north of New Orleans Street.

This property was annexed into the City of Broken Arrow on November 9, 2001 (Ordinance No. 2398) with the zoning designation, A-RE. There is an existing single-family structure on this property. The applicant proposes a lot split on this property; however, the property must be rezoned (to be in conformance with the current zoning code) before a lot split application can be submitted.

In their meeting of September 8, 2016, the Planning Commission reviewed and recommended approval (5-0 vote) of BAZ-1963. The Planning Commission fact sheet said Staff recommends platting of this property be waived, provided a 17.5-foot utility easement is provided. During this meeting, Staff advised the Commission that the property was evaluated further and felt that a utility easement is unnecessary. There was one protestant who voiced opposition to the surrounding area being RE, as the property was believed to be Agriculture.

Cost: None

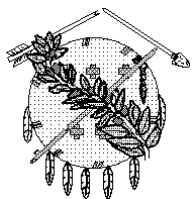
Prepared By: Farhad K. Daroga, Plan Division Manager

**Reviewed By: Development Services Department
Assistant City Manager- Operations
Legal Department**

Approved By: Michael L. Spurgeon, City Manager

**Attachments: Fact Sheet, Planning Commission, September 8, 2016
Case Map
Aerial
Comprehensive Plan
Annexation Ordinance 2398**

Recommendation: Approve BAZ-1963 and waive platting.



City of Broken Arrow

Fact Sheet

File #: 16-1024, **Version:** 1

Broken Arrow Planning Commission

09-08-2016

To: Chairman and Commission Members
From: Development Services Department

Title: Public hearing, consideration, and possible action regarding BAZ 1963, Still/Denton Property, 2.59 acres, A-RE to RE, one-quarter mile west of 23rd Street, one-half mile north of New Orleans Street

Background:

Applicant: Roy S. Still
Owner: Roy Still, Tina Still, and Shirley Denton
Developer: N/A
Engineer: N/A
Location: One-quarter mile west of 23rd Street, one-half mile north of New Orleans Street
Size of Tract 2.59 acres
Number of Lots: 1
Present Zoning: A-RE
Comp Plan: Level 1 (Rural Residential)

BAZ 1963 is a request to change the zoning designation on a 2.59-acre tract from A-RE (Annexed Residential Estate) to RE (Residential Estate). The unplatted property is located one-quarter mile west of 23rd Street, one-half mile north of New Orleans Street. There is an existing, single family, structure on this property and the applicant requests to rezone the property in order to be in compliance with the current zoning ordinance. This property was annexed into the city limits of City of Broken Arrow on November 9, 2001, with annexation ordinance number 2398.

According to FEMA maps, none of the property is located in a 100-year floodplain area.

The property is designated as Level 1 in the Comprehensive Plan. RE zoning is identified as being in conformance with the Comprehensive Plan in Level 1.

Attachments: Case map
Aerial photo
Comprehensive Plan
Annexation Ordinance 2398

Recommendation:

Based on the Comprehensive Plan and the location of the property, Staff recommends that BAZ 1963 be approved and platting be waived, subject to a 17.5-foot utility easement be provided along 96th Street.

Reviewed By: Farhad Daroga

Approved By: Michael W. Skates

FKD:ALY



BAZ 1963
Still/Denton Property

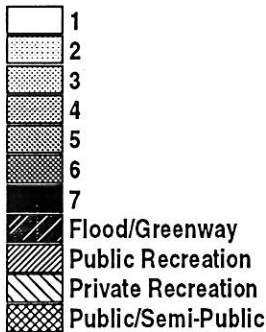




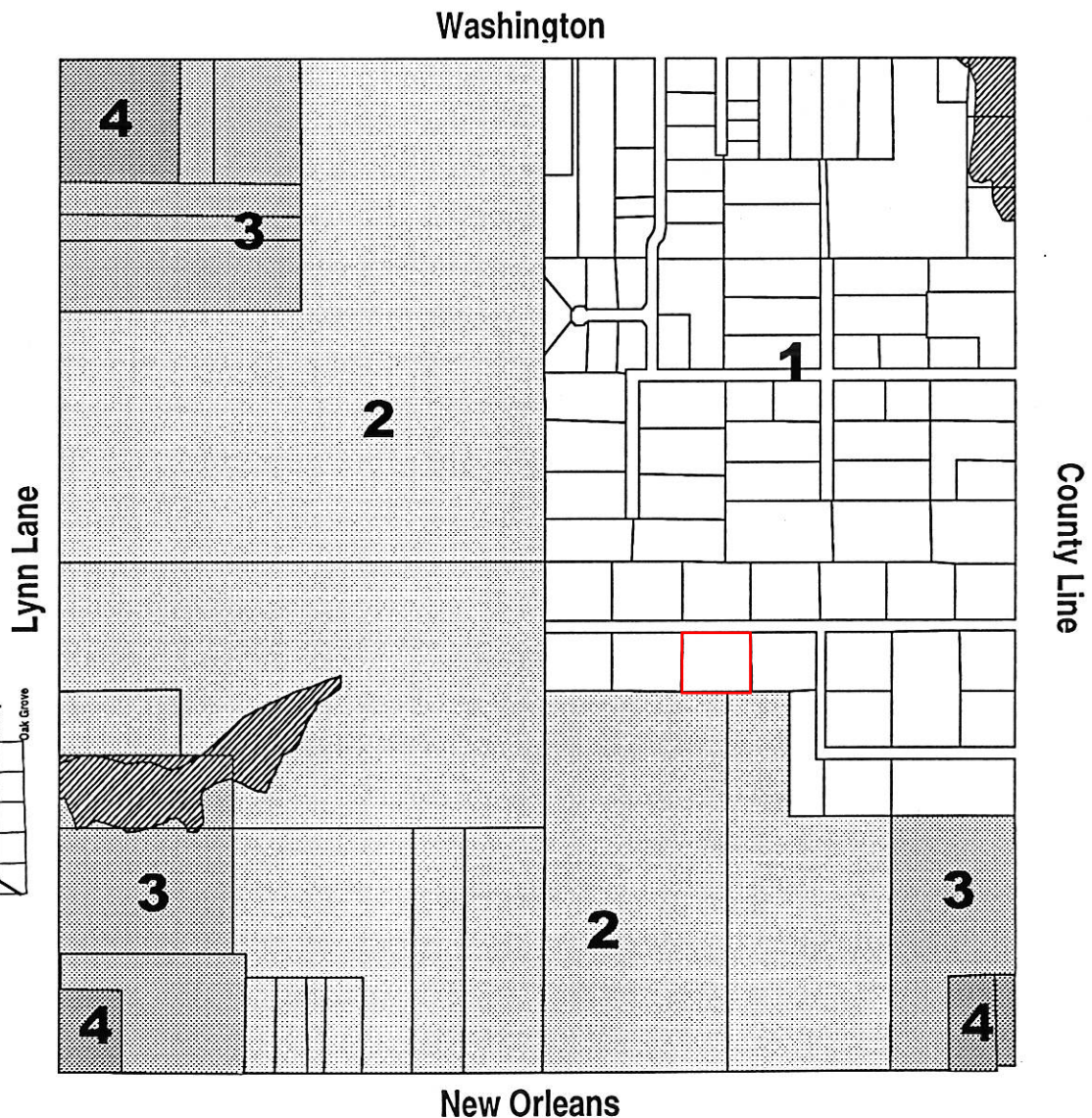
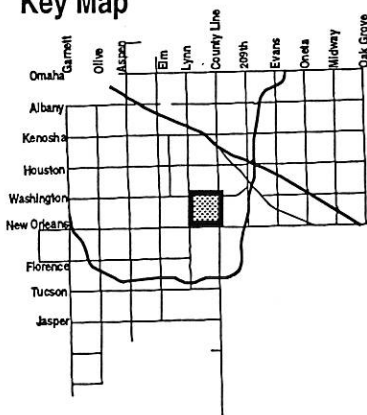
Washington/County Line/New Orleans/Lynn Lane (Section 24-18-14)

Level 4 designations are given for the southeast, southwest and northwest corners based on the LUIS model. Level 3 designations are given for the southeast, southwest and northwest corners based on the LUIS model as a buffer between Level 4 and Level 2 areas. Level 2 designations are given for the remaining areas in the northwest, southwest and southeast quarter sections. A Level 1 designation is given to the Schneider Acres subdivision based on the intensity of existing development and the likelihood that these areas will not change in the immediate future.

LUIS Classification



Key Map





Ordinance 2398

M

An Ordinance annexing certain contiguous tracts of land in Section 24, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma, to the city limits of the City of Broken Arrow, Oklahoma, granting a zoning classification, adopting a service plan, and declaring an emergency. This land is generally from 9th St to 23rd St. and between Washington Street and New Orleans Street.

BE IT ORDAINED BY THE BROKEN ARROW CITY COUNCIL:

Section 1: That the following described tracts of land lying adjacent to the present corporate limits of the City of Broken Arrow, to-wit:

Tracts of land in Section 24, Township 18 North, Range 14 East of the Indian Base and Meridian, according to the U.S. Government Survey thereof; Tulsa County, State of Oklahoma, being more particularly described as follows:

The Northwest Quarter (NW/4) LESS the South Half of the South Half of the Northwest Quarter of the Northwest Quarter (LESS S/2 S/2 NW/4 NW/4); and the Southwest Quarter (SW/4) LESS the portion previously annexed; and the Southeast Quarter (SE/4), 390 acres more or less,

Commonly known as: the area from 9th St (Lynn Lane or 177th St.) to 23rd St (County Line or 193rd St.) between Washington St. (91st St.) and New Orleans St. (101st St.),

be and the same is hereby annexed to the City of Broken Arrow, Oklahoma, and the corporate limits of said City are hereby extended to include the above-described tracts of land. After the effective date of this ordinance, all property located therein, and all persons residing or otherwise occupying the land shall be subject to the jurisdiction of this City and all laws made pursuant thereto. All tracts of land shall be assigned A-1 zoning, with the following exceptions:

The following areas in Section 24, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma according to the U. S. Government survey thereof shall be assigned zoning as set forth hereafter:

- 1) A-RE zoning shall be assigned to the following area:

Area containing twenty-one (21) tracts of land in the North Half of the North Half of the Southeast Quarter (N/2 N/2 SE/4) and the East Half of the South Half of the North Half of the Southeast Quarter (E/2 S/2 N/2 SE/4);



City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013

R

6644 2202

6644 2203

City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013

- 2) AR-1 zoning shall be assigned to the following areas:
 - a) The two tracts of land in the North Half of the South Half of the Northwest Quarter of the Northwest Quarter (N/2 S/2 NW/4 NW/4);
 - b) The three tracts of land in the following area: Point of Beginning Southeast Corner of the Southwest Quarter of the Southwest Quarter (POB SECR SW/4 SW/4), Then West 272.59 feet, Then North 355 feet, Then East 498.29 feet, Then South 355 feet, Then West 225.7 feet back to Point of Beginning (Then W272.59, Then N355, Then E498.29, Then S355, Then W225.7 POB).
- 3) AC-3 zoning shall be assigned to the tract plated as: COUNTY LINE FOOD MART Lot 1 Block 1

City council expressly finds that all requirements of 11 O.S. §21-103 have been fully complied with in advance of the issuance of this ordinance. The zoning classifications on these tracts of land are hereby changed to A-1, A-RE, AR-1, and AC-3, as set out above.

Section II: Police, fire and zoning services shall be extended immediately upon annexation. The street and utility construction and maintenance will be completed in accordance with existing construction standards and the normal development process. For purposes of clarity, domestic animals, which are limited in number by ordinance, include only household pets; but farm animals such as horses, cattle, sheep and goats may be kept without numerical limit, so long as they are healthy, and kept in sanitary conditions (consistent with state law).

Section III: An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 19th day of November 2001.

DATED this 19th day of November, 2001.


MAYOR

ATTEST:


(SEAL)


CITY CLERK

APPROVED:

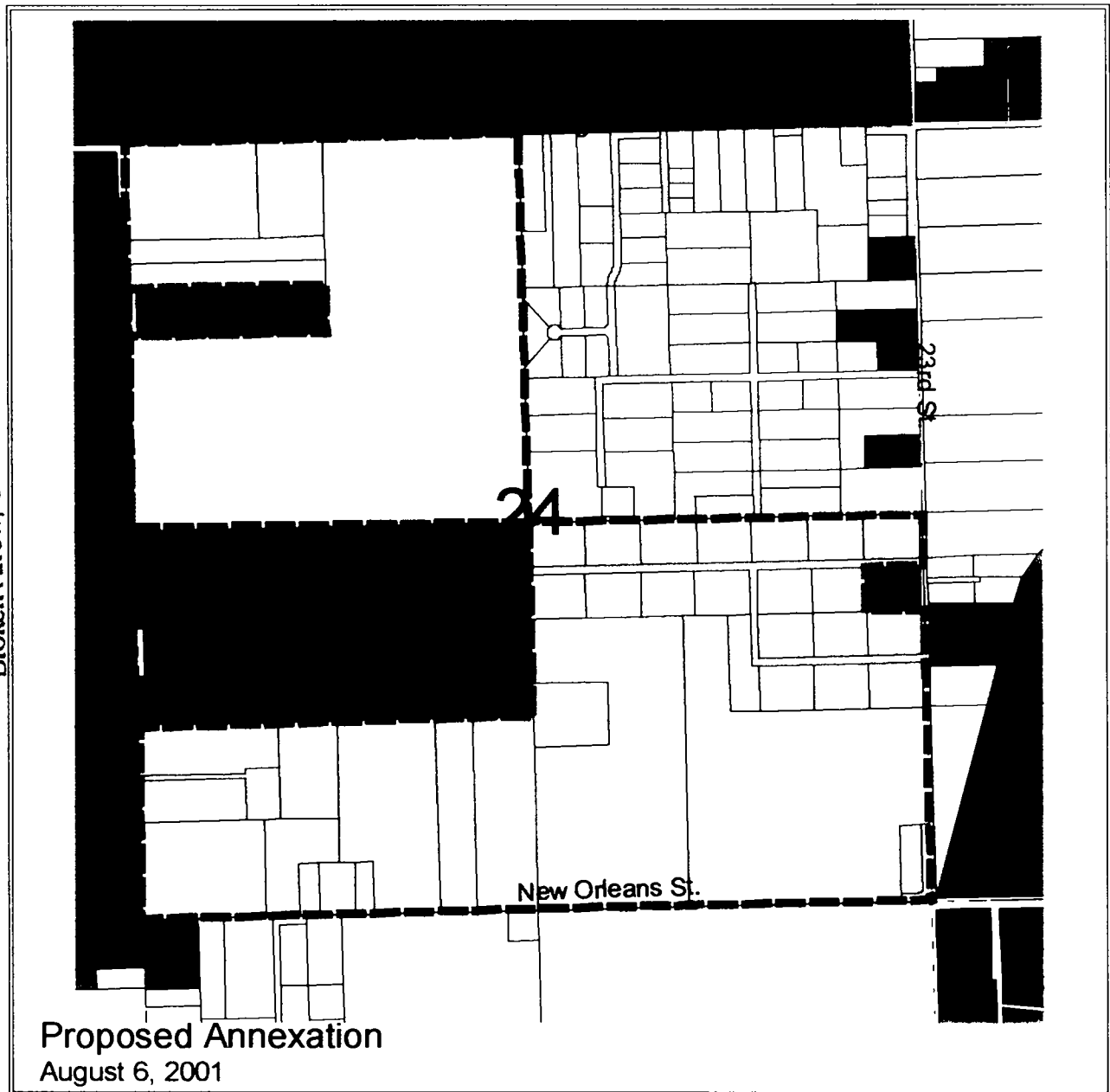

CITY ATTORNEY

City of Broken Arrow

Proposed Annexation Map

6644 2204

City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013






DISCLAIMER

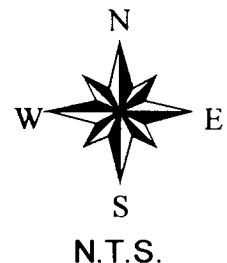
DWG.CM_6-8-01

LEGEND

City Limits

-  Proposed Annexation
-  Currently Outside City Limits
-  Currently Inside City Limits

"The map displayed by GIS public access is prepared for various internal uses including the inventory of real property found within this jurisdiction. It is compiled from copies of recorded deeds, plats, and other public records and data. The City of Broken Arrow assumes no legal responsibility for the accuracy of information contained on this map. Users of this map are notified that the primary information sources should be consulted for accuracy to verify the information contained on this map. The primary sources are also more current." Subdivisions streets in annexated areas. Are shown in white for clarity



Broken Arrow FFA

Broken Arrow High School FFA
1901 East Albany
Broken Arrow, OK 74012

RECEIVED

OCT 22 2001

BROKEN ARROW
CITY ATTORNEY



October 10, 2001

City of Broken Arrow
Mr. Michael Kadlecik, City Manager
220 South First Street
P.O. Box 610
Broken Arrow, Oklahoma 74013

Dear Mr. Kadlecik:

On behalf of the Broken Arrow FFA, I would like to take this time and opportunity to address the issue of the proposed annexation of the area of New Orleans and 193rd on which the Broken Arrow Alumni School Farm is located.

In today's society teenagers are faced with obstacles that will change and impact their lives in every which way. As a result many teenagers turn to drugs, alcohol, and violence. The FFA is an organization that provides youth with a strong sense of value, community responsibility, and leadership qualities that are necessary for pertinent and productive community leaders for the future. As a result youth that are involved in the FFA, not only learn more about agriculture but also develop skills and qualities to prepare them for entry into the work force.

Growing up in a suburban environment the opportunity of raising and showing livestock is not a possibility. With the current cost of land in the Broken Arrow area this is also not a reality for many students. Thanks to the kindness and generosity of PSO and AEP they have provided the Broken Arrow FFA Alumni Incorporated the opportunity to manage and run facilities that allow these urbanite students to experience agriculture and create memories that will last for years to come.

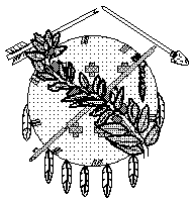
In closing, I would like to thank you for your time and hope that you realize the importance of the Broken Arrow Alumni School Farm and its meaning not only to me but other Broken Arrow FFA members, advisors, Alumni, and other supporters. Once again I appreciate your time and concern for the future of agriculture and the Broken Arrow FFA.

Sincerely,

Sharra Martin
Broken Arrow FFA Reporter

6644 2205

City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013



City of Broken Arrow

Fact Sheet

File #: 16-1202, **Version:** 1

Broken Arrow City Council

Meeting of: 10-04-16

To: Mayor and City Council
From: Department of Engineering and Construction
Title:

Acceptance of a General Warranty Deed for a tract of land that is part of Lot One (1), Block Four (4), of Blocks 4 through 7, Arrow Village Addition, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof for the 9th Street widening from Elgin to El Paso (Project No. ST1210)

Background:

The attached General Warranty Deed conveyed to the City of Broken Arrow from Marlene, Steven Cregg, and Danny DeWayne McGinnis and Linda Louise McKaig, owners. Staff has reviewed the General Warranty Deed and recommends that the Council accept it.

Funding for this project is from 2011 General Obligation Bond Issue.

Cost: **General Warranty Deed: 150 SF @ \$3.00 SF = \$450.00**
 Damages: \$500.00
 Total Compensation Amount (Rounded): \$ 950.00
 Recording Costs

Prepared By: **Alex M. Mills, P.E., Director of Engineering and Construction**

Reviewed By: **Finance Department**
 Assistant City Manager-Operations
 Legal Department

Approved By: **Michael L. Spurgeon, City Manager**

Attachments: **General Warranty Deed**

Recommendation: **Accept the General Warranty Deed.**

GENERAL WARRANTY DEED
Oklahoma Statutory Form

THIS INDENTURE is made this 26 day of August, 2016 between MARLENE DEE McGINNIS, STEVEN CREGG McGINNIS, LINDA LOUISE McKAIG, and DANNY DEWAYNE McGINNIS, Grantors, and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, Grantee.

WITNESSETH, that in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt of which is hereby acknowledged, said Grantor(s), by these presents, grant, bargain, sell and convey unto said Grantee, its successors or assigns, all of the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit:

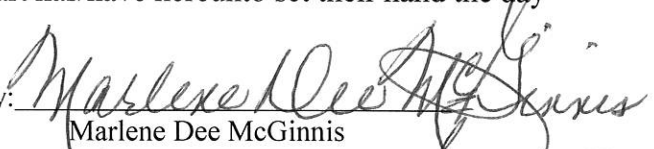
SEE EXHIBIT "A"

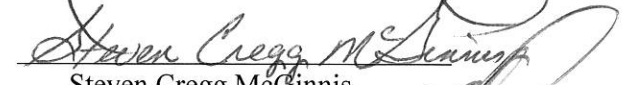
EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

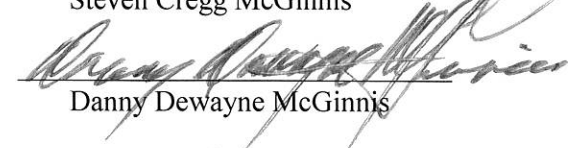
TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever. And said Grantor(s) for themselves and their heirs, executors, and administrators, does hereby covenant, promise and agree to and with said Grantee, at the delivery of these presents that they lawfully seized in their 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 the appurtenances; that the same are free, clear, and discharged of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments not yet due; and that Grantor will WARRANT AND FOREVER DEFEND the same unto the said Grantee, its successors or assigns, against said Grantor(s), their heirs and assigns every person or persons whomsoever, lawfully claiming or to claim the same.

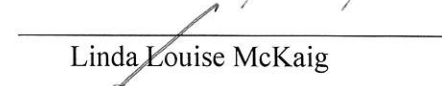
IN WITNESS WHEREOF, the said party of the first part has/have hereunto set their hand the day and year above written.

By:


Marlene Dee McGinnis


Steven Cregg McGinnis


Danny Dewayne McGinnis


Linda Louise McKaig

GENERAL WARRANTY DEED
Oklahoma Statutory Form

THIS INDENTURE is made this 2 day of Sept, 2016 between MARLENE DEE McGINNIS, STEVEN CREGG McGINNIS, LINDA LOUISE McKAIG, and DANNY DEWAYNE McGINNIS, Grantors, and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, Grantee.

WITNESSETH, that in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt of which is hereby acknowledged, said Grantor(s), by these presents, grant, bargain, sell and convey unto said Grantee, its successors or assigns, all of the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

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 Grantor(s) for themselves and their heirs, executors, and administrators, does hereby covenant, promise and agree to and with said Grantee, at the delivery of these presents that they lawfully seized in their 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 the appurtenances; that the same are free, clear, and discharged of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments not yet due; and that Grantor will WARRANT AND FOREVER DEFEND the same unto the said Grantee, its successors or assigns, against said Grantor(s), their heirs and assigns every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has/have hereunto set their hand the day and year above written.

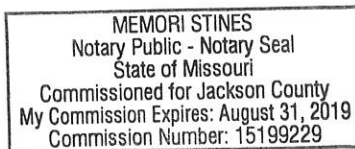
By: _____
Marlene Dee McGinnis

Steven Cregg McGinnis

Danny Dewayne McGinnis

Linda Louise McKaig
Linda Louise McKaig

STATE OF Missouri
COUNTY OF Jackson) §



Before me, the undersigned, a Notary Public, in and for said County and State, on this 2 day of September, 2016, personally appeared Linda Louise McKaig, to me known to be identical person who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

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

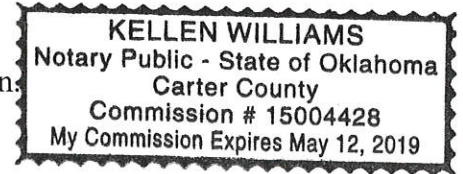
My Commission Expires: 8-31-2019

Memori Stines
Notary Public

STATE OF OKLAHOMA)
COUNTY OF Tulsa) §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28 day of August, 2016, personally appeared Marlene Dee McGinnis, Steven Cregg McGinnis, and Danny Dewayne McGinnis, to me known to be identical persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

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



My Commission Expires: 5/12/19

Kellen Williams
Notary Public

Approved as to Form:

Danny Spurgeon
Assistant City Attorney

Approved as to Substance:

Michael L. Spurgeon, City Manager

Attest:

Engineer CPH Checked: 09/08/16
Project: 9th Street widening Elgin to El Paso #1210, Parcel # 2

City Clerk

PARCEL 2

**OWNER: MCGINNIS, MARLENE DEE; MCGINNIS, STEVEN CREGG; MCGINNIS,
DANNY DEWAYNE; MCKAIG, LINDA LOUISE**
REAL PROPERTY LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF LOT ONE (1), BLOCK FOUR (4), OF BLOCKS 4 THRU 7, ARROW VILLAGE ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE NORTHWEST CORNER OF LOT 1, BLOCK 4, OF BLOCKS 4 THRU 7, ARROW VILLAGE ADDITION; THENCE NORTH 88°46'52" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 15.00 FEET; THENCE SOUTH 01°14'53" EAST PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1 FOR 10.00 FEET; THENCE SOUTH 88°46'52" WEST PARALLEL WITH SAID NORTHERLY LINE FOR 15.00 FEET TO A POINT ON SAID WESTERLY LINE; THENCE NORTH 01°14'53" WEST ALONG SAID WESTERLY LINE FOR 10.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 150 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

REAL PROPERTY CERTIFICATION

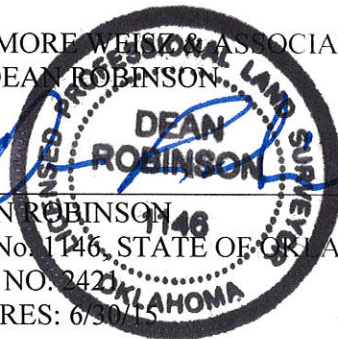
I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

DATE

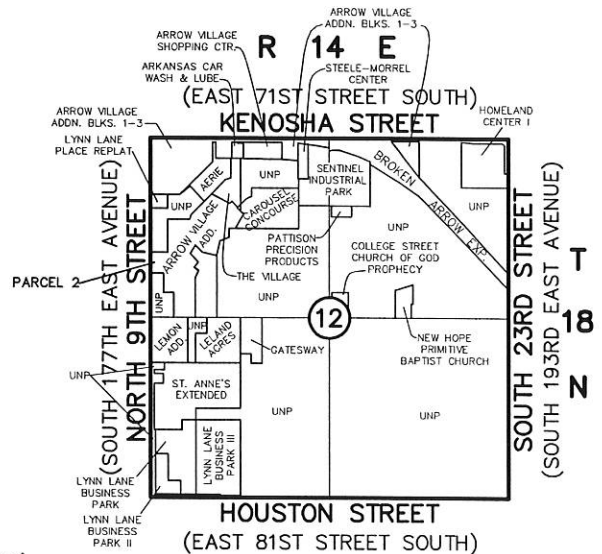
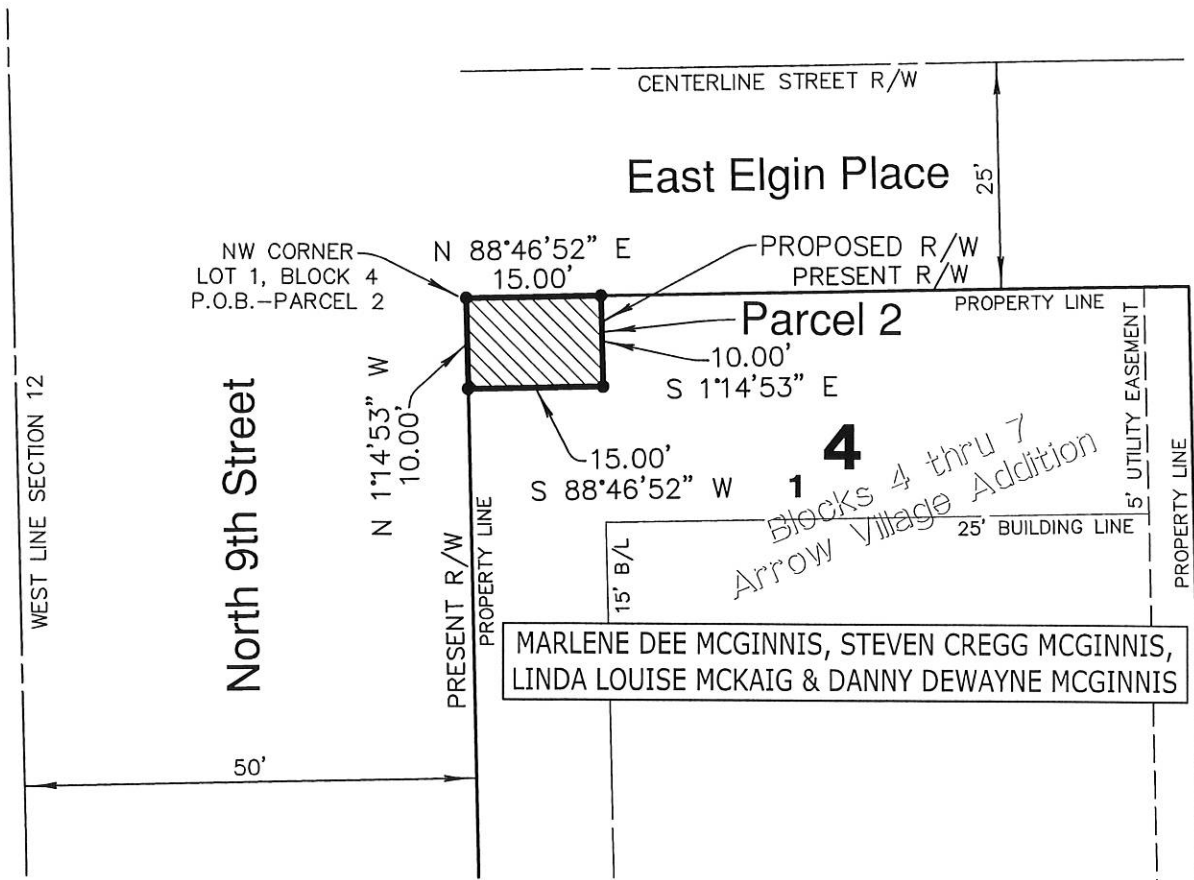
9/19/12

SISEMORE WEISZ & ASSOCIATES, INC.
BY DEAN ROBINSON

DEAN ROBINSON
PLS No. 1146, STATE OF OKLAHOMA
C. A. NO. 2420
EXPIRES: 6/30/15



Parcel Map



TOTAL PROPERTY - 0.239 ACRES
PERMANENT R/W - 0.003 ACRES

SCALE 1"=20'

Location Map

SCALE: NOT TO SCALE

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY

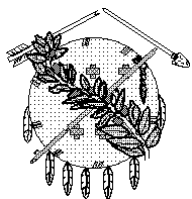
DATE: 12/10/2013
SHEET 2 OF 2



Sisemore Weisz & Associates, Inc.

6111 EAST 32nd PLACE
TULSA, OKLAHOMA 74135
C.A. NO. 2421
W.O. NO. 16720.04

PHONE: (918) 665-3600
FAX: (918) 665-8668
EXP. DATE 6/30/15
FILE NO. 1814.1200



City of Broken Arrow

Fact Sheet

File #: 16-1203, Version: 1

Broken Arrow City Council

Meeting of: 10-04-16

To: Mayor and City Council
From: Department of Engineering and Construction
Title:

Acceptance of a General Warranty Deed, Utility Easement, and Temporary Construction Easement conveyed to the City of Broken Arrow a tract of land that is part of Lot Four (4), Block Two (2), Lemon Addition, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof for the 9th Street widening from Elgin to El Paso (Project No. ST1210)

Background:

The attached General Warranty Deed, Utility Easement, and Temporary Construction Easement conveyed to the City of Broken Arrow from Ann M. Davis, a single person.

Payment for the Temporary Construction Easement includes a temporary construction easement over the Permanent Utility Easement of 806 sf. Staff has reviewed this action and recommends approval.

Funding for this project is from 2011 G.O. Bond Issue.

Cost: **General Warranty Deed: 434 SF @ \$3.00 SF = \$1,302**
 Permanent Utility Easement: 806 SF @ \$3.00/SF X 75% = \$1,814
 Temporary Construction Easement: 806 SF @ \$3.00/SF X 25%= \$605
 Damages: \$14,380.00
 Total Compensation Amount (Rounded): \$ 18,100.00

Prepared By: **Alex M. Mills, P.E., Director of Engineering and Construction**

Reviewed By: **Engineering and Construction Department**
 Finance Department
 Assistant City Manager
 Legal Department

Approved By: **Michael L. Spurgeon, City Manager**

Attachments: **General Warranty Deed**
 Utility Easement
 Temporary Construction Easement

Recommendation: Accept the General Warranty Deed, Utility, and Temporary Easements conveyed to the City of Broken Arrow

GENERAL WARRANTY DEED
Oklahoma Statutory Form

THIS INDENTURE is made this 7th day of September, 2016 between Ann M. Davis, Grantor(s), and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, Grantee.

WITNESSETH, that in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt of which is hereby acknowledged, said Grantor(s), by these presents, grant, bargain, sell and convey unto said Grantee, its successors or assigns, all of the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

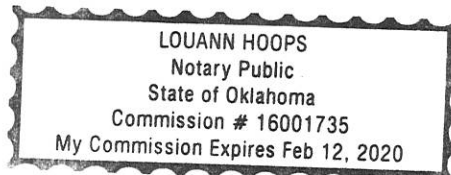
TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever. And said Grantor(s) for themselves and their heirs, executors, and administrators, does hereby covenant, promise and agree to and with said Grantee, at the delivery of these presents that they lawfully seized in their 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 the appurtenances; that the same are free, clear, and discharged of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments not yet due; and that Grantor will WARRANT AND FOREVER DEFEND the same unto the said Grantee, its successors or assigns, against said Grantor(s), their heirs and assigns every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has/have hereunto set their hand the day and year above written.

By: _____

Ann M. Davis

STATE OF OKLAHOMA)
COUNTY OF Delaware) §



Before me, the undersigned, a Notary Public, in and for said County and State, on this 7 day of September, 2016, personally appeared Ann M. Davis, to me known to be identical person(s) who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires: Feb 12, 2020

Notary Public

Approved as to Form:

Assistant City Attorney

Approved as to Substance:

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer WA

Checked: 09/12/16

Project: 9th Street widening Elgin to El Paso #1210, Parcel # 9

PARCEL 9
OWNER: DAVIS, ANNE M.
REAL PROPERTY LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF LOT FOUR (4), BLOCK TWO (2), LEMON ADDITION, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE NORTHWEST CORNER OF LOT 4, BLOCK 2, LEMON ADDITION; THENCE NORTH 88°46'52" EAST ALONG THE NORTHERLY LINE OF SAID LOT 4 FOR 7.00 FEET; THENCE SOUTH 01°10'07" EAST PARALLEL WITH THE WESTERLY LINE OF SAID LOT 4 FOR 61.97 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 4; THENCE SOUTH 88°46'52" WEST ALONG SAID SOUTHERLY LINE OF LOT 4 FOR 7.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 01°10'07" WEST ALONG SAID WESTERLY LINE OF LOT 4 FOR 61.97 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 434 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

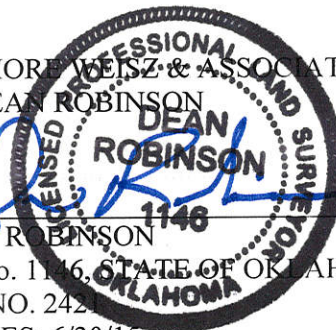
REAL PROPERTY CERTIFICATION

I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

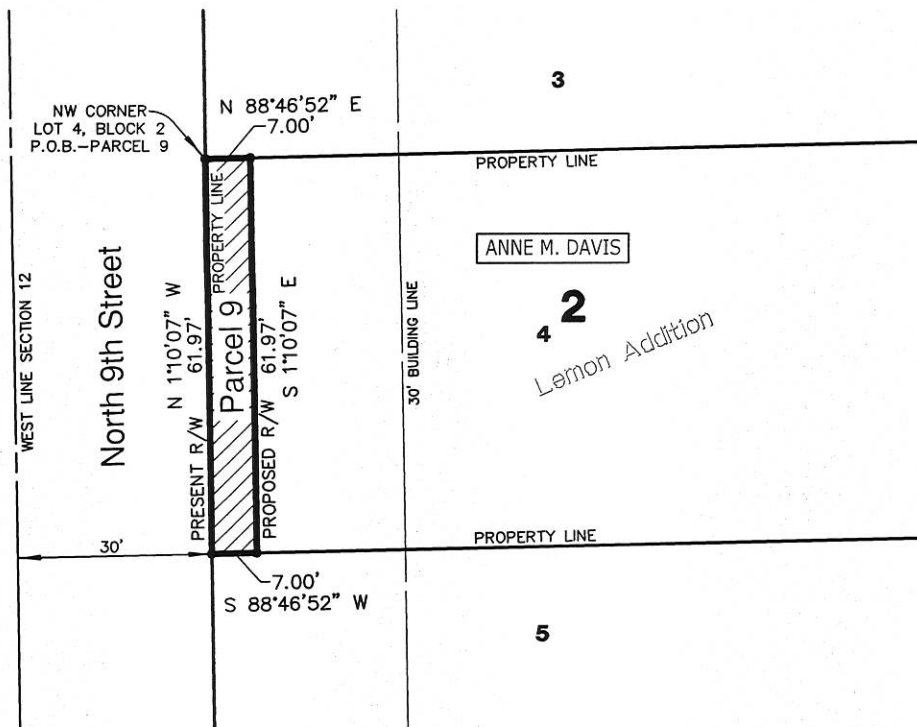
9/20/12
DATE

SISEMORE WEISZ & ASSOCIATES, INC.
BY DEAN ROBINSON

DEAN ROBINSON
PLS No. 1146, STATE OF OKLAHOMA
C. A. NO. 242
EXPIRES: 6/30/15



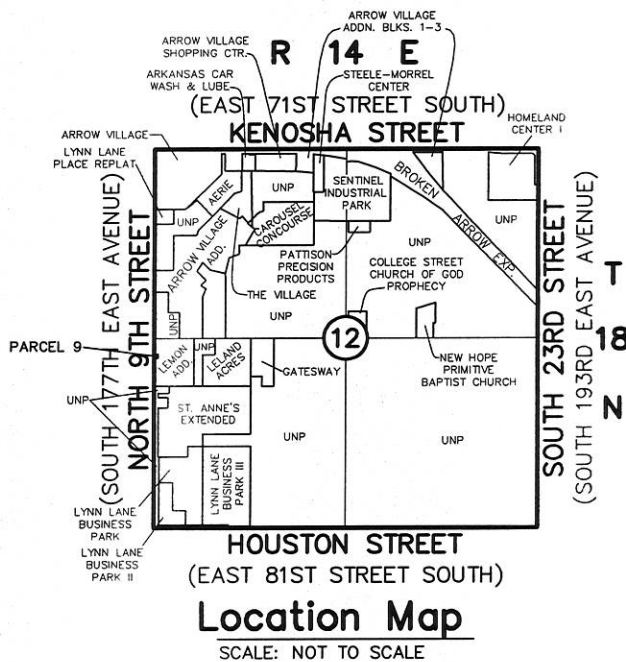
Parcel Map



SCALE 1"=20'

TOTAL PROPERTY - 0.225 ACRES
PERMANENT R/W - 0.010 ACRES

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY



Sisemore Weisz & Associates, Inc.

6111 EAST 32nd PLACE
TULSA, OKLAHOMA 74135
C.A. NO. 2421
W.O. NO. 16720.04

PHONE: (918) 665-3600
FAX: (918) 665-8668
EXP. DATE 6/30/15
FILE NO. 1814.1200

DATE: 12/10/2013
SHEET 2 OF 2

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Ann M. Davis, whose address is 1404 Kayla Street Grove, OK 74344, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in TULSA County, State of Oklahoma to wit:

SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

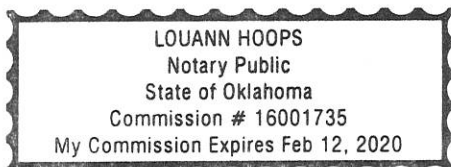
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 17th day of September, 2016.

By: Ann M. Davis
Ann M. Davis

State of Oklahoma)

County of Delaware)

) §
)



Before me, the undersigned, a Notary Public within and for said County and State, on this 7th day of September, 2016, personally appeared Ann M. Davis, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as a free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: Feb 12, 2020

Louann Hoops
Notary Public

Approved as to Form:

Danny Longstaff
Assistant City Attorney

Approved as to Substance:

City Manager

Attest:

City Clerk

Engineer: RA checked: 09/12/16

Project: 9th Street widening, Elgin to El Paso, project # ST1210. # 9.1

PARCEL 9.1
OWNER: DAVIS, ANNE M.
PERPETUAL UTILITY EASEMENT & TEMPORARY
CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF LOT FOUR (4), BLOCK TWO (2), LEMON ADDITION, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS THE NORTHWEST CORNER OF LOT 4, BLOCK 2, LEMON ADDITION; THENCE NORTH 88°46'52" EAST ALONG THE NORTHERLY LINE OF SAID LOT 4 FOR 7.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 88°46'52" EAST ALONG SAID NORTHERLY LINE OF LOT 4 FOR 13.00 FEET; THENCE SOUTH 01°10'07" EAST PARALLEL WITH THE WESTERLY LINE OF SAID LOT 4 FOR 61.97 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 4; THENCE SOUTH 88°46'52" WEST ALONG SAID SOUTHERLY LINE OF LOT 4 FOR 13.00 FEET; THENCE NORTH 01°10'07" WEST PARALLEL WITH SAID WESTERLY LINE OF LOT 4 FOR 61.97 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 806 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.

REAL PROPERTY CERTIFICATION

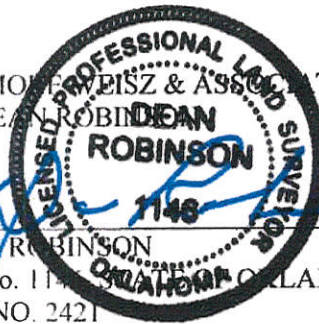
I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

DATE

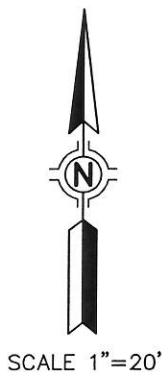
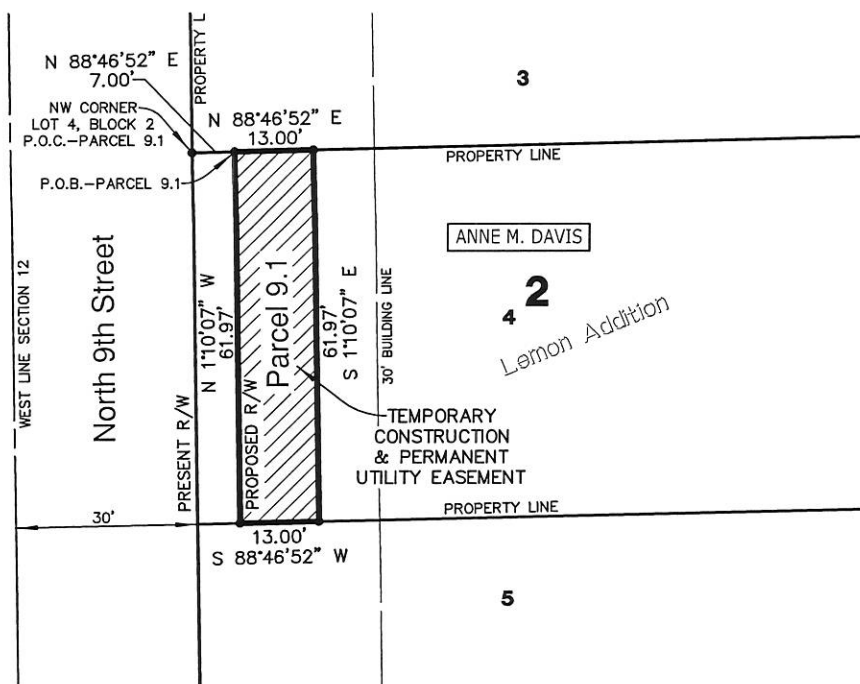
9/20/12

SISEMORE WEISZ & ASSOCIATES, INC.
BY DEAN ROBINSON

DEAN ROBINSON
PLS No. 1146
C. A. NO. 2421
EXPIRES: 6/30/15

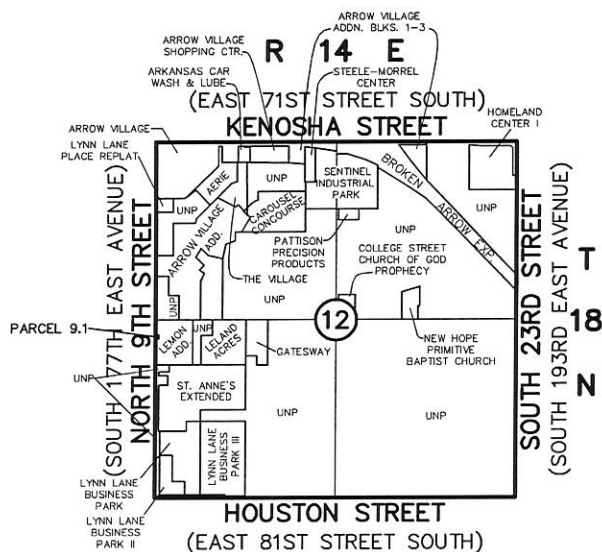


Parcel Map



TOTAL PROPERTY - 0.225 ACRES
 PERMANENT UTILITY ESMT. - 0.018 ACRES
 TEMP. CONSTRUCTION ESMT. - 0.018 ACRES

P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 R/W - RIGHT-OF-WAY



Location Map

SCALE: NOT TO SCALE



Sisemore Weisz & Associates, Inc.

6111 EAST 32nd PLACE
 TULSA, OKLAHOMA 74135
 C.A. NO. 2421
 W.O. NO. 16720.04

PHONE: (918) 665-3600
 FAX: (918) 665-8668
 EXP. DATE 6/30/15
 FILE NO. 1814.1200

DATE: 12/10/2013
 SHEET 2 OF 2

Project: 9th Street widening, Elgin to El Paso, project # ST1210. ⁹¹

PARCEL 9.1
OWNER: DAVIS, ANNE M.
PERPETUAL UTILITY EASEMENT & TEMPORARY
CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF LOT FOUR (4), BLOCK TWO (2), LEMON ADDITION, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS THE NORTHWEST CORNER OF LOT 4, BLOCK 2, LEMON ADDITION; THENCE NORTH 88°46'52" EAST ALONG THE NORTHERLY LINE OF SAID LOT 4 FOR 7.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 88°46'52" EAST ALONG SAID NORTHERLY LINE OF LOT 4 FOR 13.00 FEET; THENCE SOUTH 01°10'07" EAST PARALLEL WITH THE WESTERLY LINE OF SAID LOT 4 FOR 61.97 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 4; THENCE SOUTH 88°46'52" WEST ALONG SAID SOUTHERLY LINE OF LOT 4 FOR 13.00 FEET; THENCE NORTH 01°10'07" WEST PARALLEL WITH SAID WESTERLY LINE OF LOT 4 FOR 61.97 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

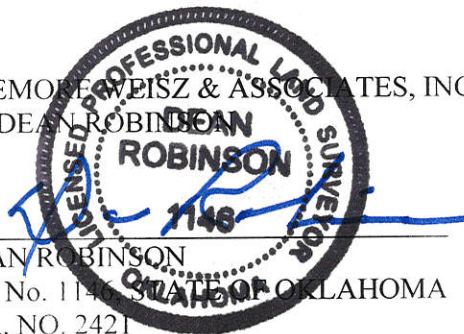
THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 806 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.

REAL PROPERTY CERTIFICATION

I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

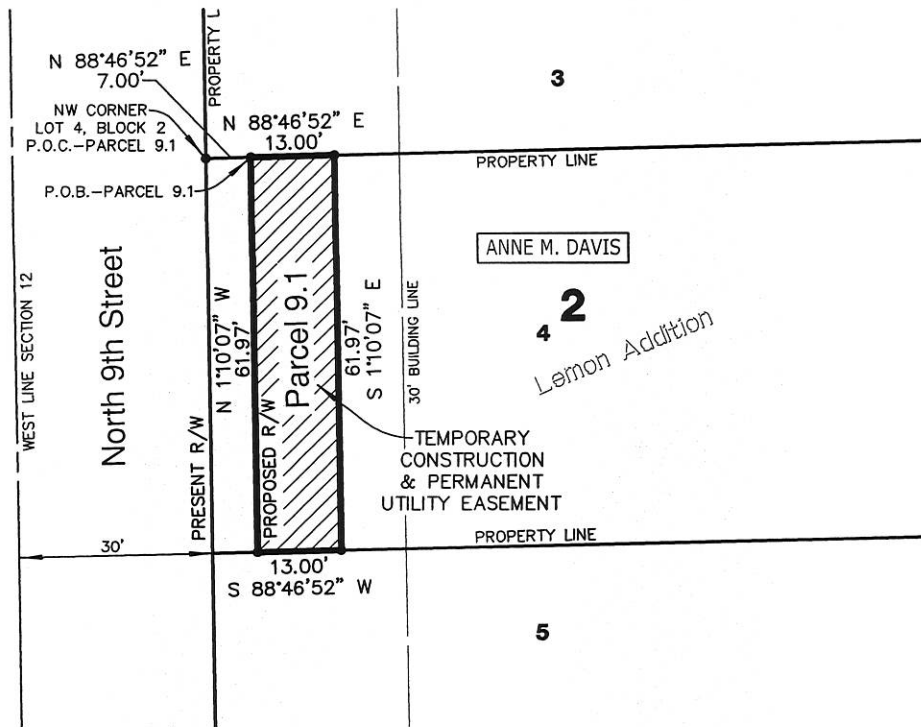
9/20/12
DATE

SISEMORE WEISZ & ASSOCIATES, INC.
BY DEAN ROBINSON



DEAN ROBINSON
PLS No. 1146
C. A. NO. 2421
EXPIRES: 6/30/15

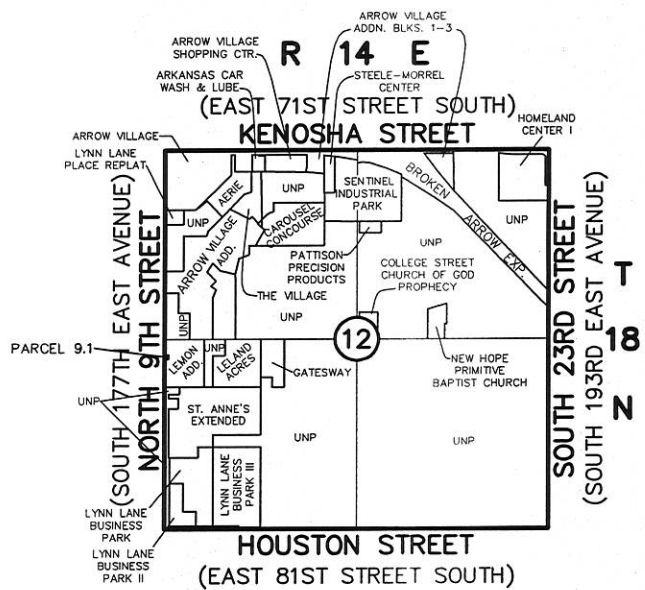
Parcel Map



SCALE 1"=20'

TOTAL PROPERTY - 0.225 ACRES
PERMANENT UTILITY ESMT. - 0.018 ACRES
TEMP. CONSTRUCTION ESMT. - 0.018 ACRES

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY



Location Map

SCALE: NOT TO SCALE

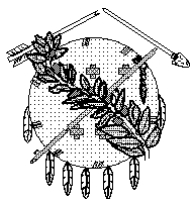


Sisemore Weisz & Associates, Inc.

6111 EAST 32nd PLACE
TULSA, OKLAHOMA 74135
C.A. NO. 2421
W.O. NO. 16720.04

PHONE: (918) 665-3600
FAX: (918) 665-8668
EXP. DATE 6/30/15
FILE NO. 1814.1200

DATE: 12/10/2013
SHEET 2 OF 2



City of Broken Arrow

Fact Sheet

File #: 16-1201, Version: 1

Broken Arrow City Council

Meeting of: 10-04-16

To: Mayor and City Council
From: Department of Engineering and Construction
Title:

Acceptance of a Utility Easement and Temporary Construction Easement for a tract of land that is part of Lots Six (6) and Seven (7), Block One (1), East Haskell Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof for the 9th Street widening from Elgin to El Paso (Project No. ST1210)

Background:

The attached Utility Easement, and Temporary Construction Easement conveyed to the City of Broken Arrow from The L & C Roach Revocable Trust and Charlett R. Roach, Trustee. Staff has reviewed this action and recommends acceptance.

Funding for this project is from 2011 General Obligation Bond Issue.

Cost: **Permanent Utility Easement: 670 SF @ \$3.00/SF X 75% = \$1,508.00**
 Temporary Construction Easement: 1,340 SF @ \$3.00/SF X 25% = \$1,005.00
 Damages: \$4,187.00
 Total Compensation Amount (Rounded): \$ 6,700.00

Prepared By: **Alex M. Mills, P.E., Director of Engineering and Construction**

Reviewed By: **Finance Department**
 Assistant City Manager-Operations
 Legal Department

Approved By: **Michael L. Spurgeon, City Manager**

Attachments: **Utility Easement**
 Temporary Construction Easement

Recommendation: **Accept the Utility and Temporary Construction Easements.**

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CHARLETT R. ROACH, TRUSTEE OF THE L & C ROACH REVOCABLE TRUST, whose address is 322 South 9th Street, Broken Arrow, OK 74012, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in TULSA County, State of Oklahoma to wit:

SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 31 day of August 2016.

By: Charlett R. Roach
Charlett R. Roach, Trustee of the
L & C Roach Revocable Trust

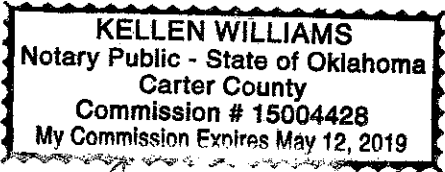
State of Oklahoma)
) §
County of)

Before me, the undersigned, a Notary Public within and for said County and State, on this 31 day of August, 2016, personally appeared CHARLETT R. ROACH, TRUSTEE OF THE L & C ROACH REVOCABLE TRUST, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as a free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: 5/12/19

Kellen Williams
Notary Public



Approved as to Form:
Danny L. Lively
Assistant City Attorney

Approved as to Substance:

City Manager

Attest:

City Clerk

Engineer: JBH checked: 09/08/16
Project: 9th Street widening, Elgin to El Paso, project # ST1210. 29

PARCEL 29
OWNER: ROACH, LEONARD LEON & CHARLETT R.
PERPETUAL UTILITY EASEMENT LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF LOTS SIX (6) AND SEVEN (7), BLOCK ONE (1), EAST HASKELL ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

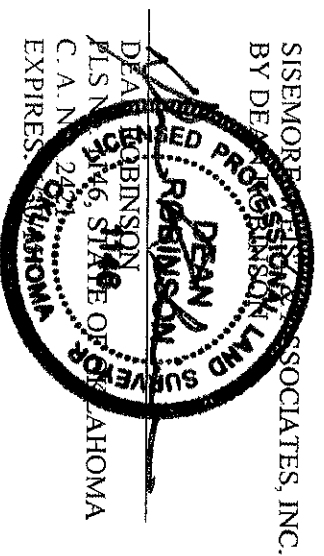
COMMENCING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 1, EAST HASKELL ADDITION; THENCE SOUTH 01°10'07" EAST ALONG THE EASTERLY LINE OF SAID LOT 6 FOR 21.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING SOUTH 01°10'07" EAST ALONG THE EASTERLY LINE OF SAID LOT 6 AND LOT 7 FOR 67.00 FEET; THENCE SOUTH 88°32'20" WEST PARALLEL WITH AND 28.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 7 FOR 10.00 FEET; THENCE NORTH 01°10'07" WEST PARALLEL WITH THE EASTERLY LINE OF SAID LOT 7 AND LOT 6 FOR 67.00 FEET; THENCE NORTH 88°32'20" EAST PARALLEL WITH AND 21.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 6 FOR 10.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 670 SQUARE FEET OR 0.015 ACRES, MORE OR LESS.

REAL PROPERTY CERTIFICATION

I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

1/9/13
DATE



Parcel Map



SCALE 1"=20'

TOTAL PROPERTY - 0.193 ACRES
PERMANENT UTILITY ESMT. - 0.015 ACRES

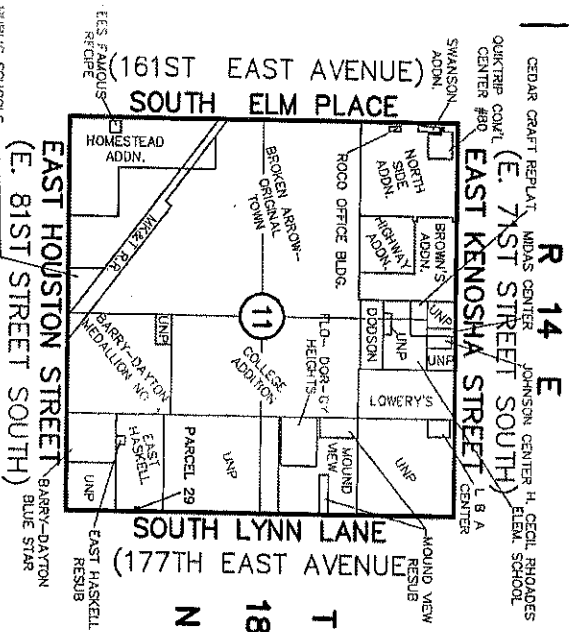
B.L. - BUILDING SETBACK LINE
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY

DATE: 12/10/2013
SHEET 2 OF 2



Location Map

SCALE: NOT TO SCALE



Sisemore Weisz & Associates, Inc.

6th EAST 32nd PLACE
TULSA, OKLAHOMA 74135
C.A. NO. 2421
W.O. NO. 16720.04

PHONE (918) 685-3600
FAX (918) 685-8688
EXP. DATE 6/30/15
FILE NO. 1674100

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, CHARLETT R. ROACH, TRUSTEE OF THE L & C ROACH REVOCABLE TRUST, whose address is 322 South 9th Street, Broken Arrow, OK 74012, the Owner(s), of the legal and equitable title to the following described real estate situated in TULSA County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of street improvements for the 9th Street widening, Elgin to El Paso, project # ST1210.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 31 day of August, 2016.

By: Charlett R. Roach
Charlett R. Roach, Trustee of the
L & C Revocable Trust

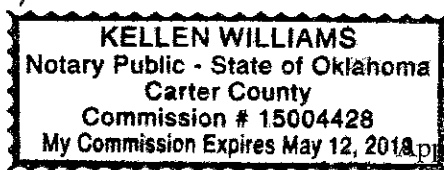
State of Oklahoma)
) §
County of)

Before me, the undersigned, a Notary Public within and for said County and State, on this 31 day of August, 2016, personally appeared CHARLETT R. ROACH, TRUSTEE OF THE L & C REVOCABLE TRUST, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: 5/12/19

Kellen Williams
Notary Public



Approved as to Form:

Danmy Luzily
Assistant City Attorney

Approved as to Substance:

City Manager

Attest:

Engineer: URA checked: 09/08/16

City Clerk

PARCEL 29.1
OWNER: ROACH, LEONARD LEON & CHARLETT R.
TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF LOTS SIX (6) AND SEVEN (7), BLOCK ONE (1), EAST HASKELL ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

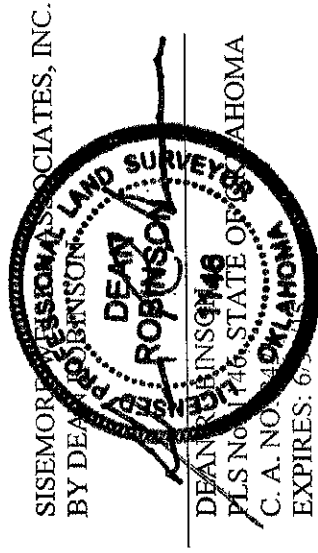
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THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 670 SQUARE FEET OR 0.015 ACRES, MORE OR LESS.

REAL PROPERTY CERTIFICATION

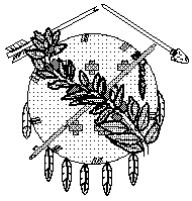
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11/9/13
DATE



[illegible]

K:\16720.04\PARCEL MAPS\PARCEL-29-1.DWG



City of Broken Arrow

Fact Sheet

File #: 16-834, Version: 1

FUND 010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
7/06/2016	240	GRAINGER	PI 2928	9157767311	010-5105-432.60-20		11.42	
			PI 2929	9157767329	010-5105-432.60-20		7.20	
					7/06/2016 TOTAL -		18.62	
					CUMULATIVE TOTAL -		18.62	
7/21/2016	141	CUMMINS SOUTHERN PLAINS	PI 3277	02735409	010-3501-422.40-20		31,123.93	
					7/21/2016 TOTAL -		31,123.93	
					CUMULATIVE TOTAL -		31,142.55	
7/22/2016	5054	MUNICIPAL INDUSTRIES, INC.	PI 2934	36676	010-6002-451.60-34		1,938.75	
					7/22/2016 TOTAL -		1,938.75	
					CUMULATIVE TOTAL -		33,081.30	
7/28/2016	9186	EBERLE DESIGN INC	PI 2932	24310	010-5110-437.30-35		75.00	
			PI 2933	24309	010-5110-437.30-35		75.00	
					7/28/2016 TOTAL -		150.00	
					CUMULATIVE TOTAL -		33,231.30	
8/01/2016	6375	ATWOODS DISTRIBUTING	PI 3162	000947	010-6000-451.60-23		2.99	
					8/01/2016 TOTAL -		2.99	
					CUMULATIVE TOTAL -		33,234.29	
8/04/2016	6375	ATWOODS DISTRIBUTING	PI 3164	000950	010-6000-451.60-23		10.51	
					8/04/2016 TOTAL -		10.51	
					CUMULATIVE TOTAL -		33,244.80	
8/09/2016	9812	EMS MANAGEMENT & CONSULTANTS I	001112	028112	010-0000-342.04-00		9,965.51-	
					8/09/2016 TOTAL -		9,965.51-	
					CUMULATIVE TOTAL -		23,279.29	
8/15/2016	9426	REDWOOD HEIGHTS DEV INC	PI 1864	25329	010-6002-451.60-67		139.52-	
					8/15/2016 TOTAL -		139.52-	
					CUMULATIVE TOTAL -		23,139.77	
8/16/2016	5040	GT DISTRIBUTORS-AUSTIN	PI 2936	0583863	010-3001-421.60-24		4,090.00	
					8/16/2016 TOTAL -		4,090.00	
					CUMULATIVE TOTAL -		27,229.77	
8/22/2016	6375	ATWOODS DISTRIBUTING	PI 3165	000954	010-5300-431.60-10		79.99	
					8/22/2016 TOTAL -		79.99	
					CUMULATIVE TOTAL -		27,309.76	
8/23/2016	9818	5TH GEAR CYCLE	PI 2941	34086	010-6000-451.60-20		84.99	
					8/23/2016 TOTAL -		84.99	
					CUMULATIVE TOTAL -		27,394.75	
8/26/2016	399	LOCKE SUPPLY COMPANY	PI 3169	2943608800	010-6000-451.60-18		199.00	
					8/26/2016 TOTAL -		199.00	
					CUMULATIVE TOTAL -		27,593.75	
8/29/2016	141	CUMMINS SOUTHERN PLAINS	PI 3278	02736827	010-3501-422.40-20		2,580.38	
					8/29/2016 TOTAL -		2,580.38	
					CUMULATIVE TOTAL -		30,174.13	

FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
8/31/2016	6822	TULSA W NNELSON COMPANY	PI 2791	65931200	010-6002-451.60-18	7.34			
					8/31/2016 TOTAL -	7.34			
					CUMULATI VE TOTAL -	30,181.47			
9/03/2016	420	APAC-CENTRAL, INC	PI 3017	7000909256	010-5300-431.60-80	844.40			
					9/03/2016 TOTAL -	844.40			
					CUMULATI VE TOTAL -	31,025.87			
9/06/2016	35	A&N TRAILER PARTS INC	PI 2968	00281387	010-5300-431.60-20	89.42			
9/06/2016	515	T & W TIRE	PI 3040	5712428	010-6000-451.60-19	566.48			
					9/06/2016 TOTAL -	655.90			
					CUMULATI VE TOTAL -	31,681.77			
9/07/2016	8195	CARD QUEST	PI 3252	96050	010-1200-419.60-23	150.00			
					9/07/2016 TOTAL -	150.00			
					CUMULATI VE TOTAL -	31,831.77			
9/08/2016	5813	R&R PRODUCTS, INC.	PI 2885	CD2058422	010-6000-451.60-19	119.48			
9/08/2016	5885	VANCE BROTHERS INC	PI 2860	23915	010-5300-431.60-80	141.75			
9/08/2016	9101	TRANTEX	PI 3308	0045542	010-5300-431.60-20	85.00			
					9/08/2016 TOTAL -	346.23			
					CUMULATI VE TOTAL -	32,178.00			
9/09/2016	370	AIRGAS USA LLC	PI 2799	77537326	010-6002-451.60-18	55.72			
9/09/2016	515	T & W TIRE	PI 3041	5714592	010-6000-451.60-19	288.22			
					010-6000-451.60-19	288.22			
9/09/2016	8846	DUNHAM S ASPHALT SERVICES, INC	PI 3042	5714592CM	010-5300-431.60-80	112.85			
			PI 2869	245153	9/09/2016 TOTAL -	168.57			
					CUMULATI VE TOTAL -	32,346.57			
9/10/2016	420	APAC-CENTRAL, INC	PI 3023	700911189	010-5300-431.60-80	346.80			
					9/10/2016 TOTAL -	346.80			
					CUMULATI VE TOTAL -	32,693.37			
9/12/2016	399	LOCKE SUPPLY COMPANY	PI 2847	2956671400	010-6005-451.60-18	15.29			
9/12/2016	452	GELCO UNIFORMS & SHOES INC	PI 2819	00196711	010-5300-431.60-10	100.00			
9/12/2016	2045	PROFESSIONAL TURF PRODUCTS	PI 3054	135301300	010-6000-451.60-20	456.77			
9/12/2016	4311	UNITED FORD	PI 3100	2723033	010-6000-451.60-20	288.12			
			PI 3101	2723320	010-6000-451.60-20	165.38			
9/12/2016	5941	LOWES	PI 2802	02312	010-1700-419.60-18	9.84			
9/12/2016	7921	SPRING CREEK NURSERY	PI 2884	123049	010-6003-451.60-70	740.00			
					9/12/2016 TOTAL -	1,775.40			
					CUMULATI VE TOTAL -	34,468.77			
9/13/2016	120	CINTAS CORPORATION	PI 2861	5006047532	010-1400-419.60-23	46.01			
			PI 2862	5006047532	010-1700-419.60-23	330.61			
9/13/2016	377	KIMS INTERNATIONAL	PI 2852	0093146	010-5300-431.60-20	538.64			
9/13/2016	399	LOCKE SUPPLY COMPANY	PI 2848	2957914400	010-6001-451.60-18	22.62			
			PI 2849	2957930900	010-6001-451.60-18	140.33			
9/13/2016	625	FASTENAL COMPANY	PI 2796	OKTU723159	010-5110-437.60-35	22.76			
9/13/2016	1993	G W VAN KEPPEL COMPANY	PI 3057	PS00672501	010-5300-431.60-20	652.31			

FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/13/2016		5941			LOWES	PI 2808	02826	010-6005-451.60-18	8.91
9/13/2016		7644			SOUTHERN AGRICULTURE	PI 2795	456708	010-6002-451.60-23	10.71
								9/13/2016 TOTAL -	1,772.90
								CUMULATIVE TOTAL -	36,241.67
9/14/2016		101			WELDON PARTS TULSA	PI 2863	174244600	010-5300-431.60-20	127.64
9/14/2016		9968			ALLEGIAN PRECAST	PI 2889	2960	010-5105-432.60-27	64.00
9/14/2016		9999			TXRX SYSTEMS INC	PI 3052	538139	010-1200-419.60-24	787.00
								9/14/2016 TOTAL -	978.64
								CUMULATIVE TOTAL -	37,220.31
9/15/2016		225			SUMMIT HOLDINGS	PI 3064	411122472	010-5300-431.60-20	401.42
9/15/2016		240			GRAINGER	PI 3257	9225837336	010-6000-451.60-23	73.99
9/15/2016		1409			SMITH FARM & GARDEN CO	PI 3056	747892	010-6000-451.60-20	81.56
9/15/2016		6822			TULSA WNNELSON COMPANY	PI 3298	66131200	010-6000-451.60-23	7.89
								9/15/2016 TOTAL -	564.86
								CUMULATIVE TOTAL -	37,785.17
9/16/2016		101			WELDON PARTS TULSA	PI 3009	174395100	010-5300-431.60-20	127.64
						PI 3010	174929500	010-5300-431.60-20	19.26
9/16/2016		399			LOCKE SUPPLY COMPANY	PI 2994	2960947800	010-6002-451.60-18	6.82
9/16/2016		452			GELCO UNIFORMS & SHOES INC	PI 3204	00196827	010-5300-431.60-10	100.00
						PI 3205	00196828	010-6000-451.60-10	100.00
9/16/2016		2045			PROFESSIONAL TURF PRODUCTS	PI 3123	135367000	010-6000-451.60-20	360.80
9/16/2016		5941			LOWES	PI 2963	11434	010-1700-419.60-18	1.60
						PI 3283	113334	010-6003-451.60-23	26.43
9/16/2016		6822			TULSA WNNELSON COMPANY	PI 3299	66139500	010-6002-451.60-18	875.45
								9/16/2016 TOTAL -	1,618.00
								CUMULATIVE TOTAL -	39,403.17
9/19/2016		90			NAPA AUTO PARTS	PI 2980	845783	010-6000-451.60-20	36.56
9/19/2016		101			WELDON PARTS TULSA	PI 3011	174954000	010-5300-431.60-20	36.19
9/19/2016		206			FERGUSON PONTIAC GMC TRUCK	PI 3066	135016	010-5300-431.60-20	120.60
9/19/2016		225			SUMMIT HOLDINGS	PI 3065	CM411122472	010-5300-431.60-20	42.00
9/19/2016		399			LOCKE SUPPLY COMPANY	PI 2996	2962614800	010-6004-451.60-18	113.10
9/19/2016		2813			HILBILT SALES CORP ARKANSAS	PI 3120	102681	010-5300-431.60-20	196.86
9/19/2016		4311			UNITED FORD	PI 3102	CM2723033	010-6000-451.60-20	162.04
						PI 3103	CM2723320	010-6000-451.60-20	35.00
9/19/2016		5941			LOWES	PI 2966	02262	010-6000-451.60-18	9.37
						PI 3175	02340	010-6000-451.60-18	19.95
						PI 3176	11300	010-1200-419.60-23	16.25
9/19/2016		9151			CLEAN THE UNIFORM CO OKLAHOMA	002420	50788075	010-6000-451.40-31	101.63
						002421	50787628	010-6000-451.40-31	13.80
						002422	50787628	010-6003-451.40-31	22.80
						002423	50787630	010-6002-451.40-33	11.55
						002426	50788735	010-1700-419.40-33	1.75
						002430	50788746	010-5105-432.40-33	1.35
						002431	50788730	010-5105-432.40-31	14.70
						002432	50788731	010-5110-437.40-31	58.34
								9/19/2016 TOTAL -	535.76
								CUMULATIVE TOTAL -	39,938.93

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
9/20/2016	42		ARROW SAFE AND LOCK INC	PI 3004	69307	010-1700-419.60-23	15.78
9/20/2016	90		NAPA AUTO PARTS	PI 2984	845936	010-5300-431.60-20	3.69
				PI 2985	845937	010-5300-431.60-23	16.34
				PI 3096	846001	010-5300-431.60-20	37.16
9/20/2016	399		LOCKE SUPPLY COMPANY	PI 3108	2963695700	010-6005-451.60-18	23.12
9/20/2016	423		MIRACLE RECREATION EQUIP CO	PI 3121	P10858	010-6000-451.60-33	2,500.00
9/20/2016	452		GELICO UNIFORMS & SHOES INC	PI 3206	00196891	010-6000-451.60-10	98.99
9/20/2016	5941		LOWES	PI 3177	02585	010-6000-451.60-23	53.15
				PI 3178	02585	010-6005-451.60-23	16.94
				PI 3179	12009	010-1200-419.60-23	84.55
9/20/2016	9151		CLEAN THE UNIFORM CO OKLAHOMA	002461	50789180	010-6000-451.40-31	101.63
				002462	50788748	010-6000-451.40-31	13.80
				002463	50788748	010-6003-451.40-31	22.80
				002464	50787625	010-1700-419.40-33	18.40
				002471	50789171	010-5300-431.40-31	148.64
				002473	50789172	010-5300-431.40-31	2.60
						9/20/2016 TOTAL -	3,157.59
						CUMULATIVE TOTAL -	43,096.52
9/21/2016	90		NAPA AUTO PARTS	PI 3211	846104	010-6000-451.60-20	60.80
				PI 3213	846135	010-5300-431.60-20	6.74
9/21/2016	370		AIRGAS USA LLC	002483	9937532178	010-6000-451.40-33	33.26
				002484	9937532178	010-6000-451.60-34	85.29
9/21/2016	377		KIMS INTERNATIONAL	PI 3110	0093309	010-5300-431.60-20	4.00
				PI 3111	0093312	010-5300-431.60-20	4.12
				PI 3112	0093316	010-5300-431.60-20	2.64
9/21/2016	398		LOGO WEAR INC	002565	18895	010-0300-413.60-23	32.00
				002566	18901	010-5300-431.60-23	52.00
9/21/2016	501		CHAMBER OF COMMERCE	002515	38554	010-1700-419.50-03	20.00
9/21/2016	1409		SMITH FARM & GARDEN CO	PI 3264	748483	010-6000-451.60-20	75.37
9/21/2016	2045		PROFESSIONAL TURF PRODUCTS	PI 3266	135422600	010-6000-451.60-20	250.66
9/21/2016	3694		ARROW EXTERMINATORS INC	002488	485614	010-5300-431.40-07	32.50
				002491	483900	010-5105-432.40-07	25.00
				002493	483892/483891	010-1700-419.40-07	105.00
				002497	483898	010-6000-451.40-07	25.00
				002498	483899	010-6001-451.40-07	25.00
				002499	483893	010-6002-451.40-07	95.00
				002500	485615	010-6002-451.40-07	70.00
				002501	483902	010-6002-451.40-07	35.00
				002502	485611	010-6005-451.40-07	25.00
9/21/2016	3722		HOMEBUILDERS ASSN OF GREATER T	002529	1608010	010-1400-419.30-85	535.00
9/21/2016	4478		MAC SYSTEMS, INC.	002568	113517	010-6002-451.40-07	172.50
9/21/2016	4513		CUSTOM SERVICES	002516	348124	010-6000-451.40-07	130.00
9/21/2016	5941		LOWES	PI 3181	02797	010-6005-451.60-18	2.17
9/21/2016	6822		TULSA WNNELSON COMPANY	PI 3302	66204700	010-6000-451.60-18	22.00
				PI 3303	66204800	010-6000-451.60-18	41.00
9/21/2016	7724		WINDSTREAM	002537	2544015	010-6000-451.50-54	252.68
				002538	2544015	010-6000-451.50-54	185.49
				002539	2544015	010-6000-451.50-54	188.95
				002540	2544015 AUG	010-6000-451.50-54	191.88
				002541	2544015 SEPT	010-6000-451.50-54	195.01

FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
						002542	2544015 OCT	010-6000-451.50-54	197.97
						002543	2544015 NOV	010-6000-451.50-54	200.99
						002544	2544015 DEC	010-6000-451.50-54	204.10
						002545	2544015 JAN	010-6000-451.50-54	205.80
						002546	2544015 FEB	010-6000-451.50-54	208.80
						002547	2544015 MAR	010-6000-451.50-54	212.88
						002548	2544015 APR	010-6000-451.50-54	215.96
						002549	2544015 MAY	010-6000-451.50-54	219.12
						002550	2544015 JUNE	010-6000-451.50-54	222.30
						002551	2544015 JULY	010-6000-451.50-54	226.20
						002552	2544015 AUG	010-6000-451.50-54	229.49
						002553	2544015 SEPT	010-6000-451.50-54	232.86
9/21/2016		8557			GRANICUS, INC.	002525	80202	010-1700-419.30-87	782.56
						002526	80202	010-1700-419.30-87	1,400.00
9/21/2016		9063			KEVIN MCINNIS	002559	9/13/16	010-6002-451.40-28	337.50
9/21/2016		10360			JAVA DAVES EXECUTIVE COFFEE SE	002532	174827	010-1400-419.60-23	44.00
						002533	176830	010-1400-419.60-23	44.00
9/21/2016		10560			NEOPOST-MAILFINANCE	002573	N6118348	010-1800-419.40-28	2,583.03
9/21/2016		10655			JOSE GONZALES	002534	9/12/16	010-1700-419.50-09	3,313.61
9/21/2016		10656			LINDA CARLTON	002562	8/1-31/16	010-6002-451.40-28	123.75
								9/21/2016 TOTAL -	14,141.98
								CUMULATIVE TOTAL -	57,238.50
9/22/2016		90			NAPA AUTO PARTS	PI 3217	846158	010-6000-451.60-20	60.80
9/22/2016		399			LOCKE SUPPLY COMPANY	PI 3235	2965684300	010-6002-451.60-18	11.09
9/22/2016		556			OFFICE TEAM	002575	46606154	010-0300-413.50-37	506.68
9/22/2016		3230			ORPS	002576	2016	010-6005-451.30-85	35.00
						002577	2016	010-6005-451.30-85	35.00
9/22/2016		5060			NICKS TREE SERVICE INC	002574	2028	010-6003-451.40-28	2,200.00
9/22/2016		5836			SOUTHERN RUBBER STAMP CO., INC	002588	216698	010-1800-419.60-23	38.80
9/22/2016		5941			LOWES	PI 3284	01318	010-6000-451.60-23	4.06
9/22/2016		9662			ROSES INC. GREEN COUNTRY LLC	002580	MMCBA0816	010-6003-451.40-28	1,061.33
						002581	MMCBA0816CP	010-6003-451.40-28	117.40
9/22/2016		9730			TULSA REGIONAL CHAMBER	002592	141980	010-0300-413.30-11	1,500.00
9/22/2016		9892			GOODYEAR COMMERCIAL TIRE	PI 3270	2541006431	010-5300-431.60-19	1,403.50
9/22/2016		10416			TRANSCRIPTION EXPERTS	002591	16258	010-1800-419.30-87	288.00
9/22/2016		10666			SHREDDERS INC	002601	56942	010-0800-415.30-87	140.00
								9/22/2016 TOTAL -	7,280.06
								CUMULATIVE TOTAL -	64,518.56
9/23/2016		377			KIMS INTERNATIONAL	PI 3237	0093371	010-5300-431.60-20	23.03
9/23/2016		399			LOCKE SUPPLY COMPANY	PI 3292	2966480000	010-6000-451.60-18	58.89
						PI 3293	2966628300	010-6002-451.60-18	9.06
9/23/2016		5941			LOWES	PI 3285	02378	010-6000-451.60-34	17.05
								9/23/2016 TOTAL -	108.03
								CUMULATIVE TOTAL -	64,626.59
9/26/2016		88			WEST THOMSON REUTERS	002740	834633237	010-0800-415.60-28	1,213.80
9/26/2016		160			DOERNER SAUNDERS DANIEL & ANDE	002633	192564	010-0800-415.30-08	200.00
9/26/2016		372			JRW INC	002640	0052851	010-1800-419.40-55	347.00
9/26/2016		5016			TULSA COUNTY TREASURER	002726	781841105600	010-1700-419.50-86	100.00

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	9/26/2016	5946	GREG CURTIS	002638	9/16/16	010-1104-419.50-03	25.50
	9/26/2016	8508	TULSA COUNTY PRINT SHOP	002727	281477	010-1700-419.50-36	20.00
				002728	281478	010-1700-419.50-36	59.59
				002729	281502	010-1700-419.50-36	35.57
				002730	281503	010-1700-419.50-36	20.00
				002731	281612	010-1700-419.50-36	197.56
				002732	281613	010-1700-419.50-36	73.70
				002733	281614	010-1700-419.50-36	36.83
				002734	281705	010-1700-419.50-36	20.00
				002735	281706	010-1700-419.50-36	20.00
				002736	281707	010-1700-419.50-36	40.00
				002737	281714	010-1700-419.50-36	20.00
				002738	281799	010-1700-419.50-36	40.00
	9/26/2016	9147	PROFESSIONAL REPORTERS	002720	137941	010-0800-415.40-28	1,547.49
	9/26/2016	9151	CLEAN THE UNIFORM CO OKLAHOMA	002613	50789183	010-1800-419.40-33	8.00
				002618	50789829	010-1700-419.40-33	2.25
	9/26/2016	9812	EMS MANAGEMENT & CONSULTANTS I	002635	028329	010-0000-342.04-00	11,250.75
	9/26/2016	10162	ALBRIGHT, RUSHER & HARDCASTLE	002627	12752	010-0800-415.30-08	166.32
	9/26/2016	10252	SYMON HAJJAR	002725	8/27/16	010-6005-451.40-28	150.00
	9/26/2016	10310	MARMIC FIRE & SAFETY CO INC	002653	5042859	010-6000-451.40-07	150.00
				002654	5042868	010-6001-451.40-07	100.00
				002655	5042867	010-6001-451.40-07	100.00
				002656	5042869	010-6002-451.40-07	100.00
				002657	5042872	010-6002-451.40-07	100.00
				002658	5042860	010-6002-451.40-07	100.00
				002664	5042865	010-6004-451.40-07	800.00
	9/26/2016	10366	MCDONALD, MCCANN, METCALF &	002684	4806	010-0800-415.30-08	660.00
	9/26/2016	10667	SAMARA MORALES	002722	09/16/16	010-1104-419.50-03	25.50
						9/26/2016 TOTAL -	4,771.64
						CUMULATIVE TOTAL -	59,854.95
	9/27/2016	42	ARROW SAFE AND LOCK INC	PI 3304	69309	010-6000-451.60-23	21.45
						9/27/2016 TOTAL -	21.45
						CUMULATIVE TOTAL -	59,876.40
	9/29/2016	501	CHAMBER OF COMMERCE	002776	9/23/16	010-1700-419.50-03	15.00
	9/29/2016	556	OFFICE TEAM	002813	46630908/ OGUNDA	010-0300-413.50-37	216.82
				002814	46668240/ TAUBER	010-0300-413.50-37	172.08
	9/29/2016	815	RUSSELL GALE	002861	09/14-15/16	010-0300-413.50-03	236.04
	9/29/2016	3230	ORPS	002855	2016-2017	010-6000-451.30-85	175.00
				002856	2016-17	010-6003-451.30-85	35.00
	9/29/2016	4409	NATIONAL OCCUPATIONAL HEALTH	002793	1021425	010-1105-419.30-87	37.00
				002794	10121477	010-1105-419.30-87	1,206.88
				002795	1021508	010-1105-419.30-87	349.50
				002854	1021424	010-1102-419.30-02	32.50
	9/29/2016	4513	CUSTOM SERVICES	002780	348456	010-6000-451.40-07	582.37
	9/29/2016	4646	NORM STEPHENS	002811	9/20/16	010-0300-413.50-03	155.72
				002812	9/7-8/16	010-0300-413.50-03	155.72
	9/29/2016	5060	NICKS TREE SERVICE INC	002810	9/23/16	010-6003-451.40-28	1,850.00
	9/29/2016	7521	CRAIG THURMOND	002777	9/15-18/16	010-1700-419.50-03	305.64
				002778	10/20-23/16	010-1700-419.50-03	618.20

FUND	010	GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/29/2016			7790		DUSTIN WEBER	002779	11/15-20/16	010-1700-419.50-03	373.20
9/29/2016			9151		CLEAN THE UNIFORM CO OKLAHOMA	002783	7/16-9/16	010-1200-419.50-54	230.97
						002751	50789825	010-5110-437.40-31	58.34
						002752	50789824	010-5105-432.40-31	14.70
						002754	50790292	010-6000-451.40-31	107.33
						002755	50789840	010-6000-451.40-31	13.80
						002756	50789840	010-6003-451.40-31	17.10
						002758	50789837	010-1700-419.40-33	18.40
						002762	50790282	010-5300-431.40-31	157.67
						002764	50790283	010-5300-431.40-31	2.60
9/29/2016			9966		STEVE LIDDELL MUSIC	002863	2818	010-6005-451.40-28	150.00
9/29/2016			10072		MOMENTUM SERVICES LLC	002790	20086967	010-1400-419.30-87	740.00
						002791	20086966	010-1400-419.30-87	3,976.00
						002792	20086968	010-1400-419.30-87	290.00
9/29/2016			10106		RENEE' LAVINNESS	002860	09/24/16	010-6002-451.40-28	52.50
9/29/2016			10285		MICHAEL SPURGEON	002788	9/13-15/16	010-0300-413.50-03	128.52
9/29/2016			10310		MARMC FIRE & SAFETY CO INC	002828	5042325	010-6002-451.40-07	67.50
						002829	5042340	010-6001-451.40-07	58.50
						002830	5042319	010-6001-451.40-07	27.00
						002835	5042341	010-6004-451.40-07	60.00
						002836	5042336	010-6004-451.40-07	18.00
						002837	5042329	010-1700-419.40-07	13.50
						002838	5042327	010-1700-419.40-07	41.50
						002839	5042326	010-1700-419.40-07	85.50
						002840	5042339	010-6000-451.40-07	41.50
						002841	5042328	010-6000-451.40-07	9.00
						002842	5042322	010-6000-451.40-07	205.50
						002843	5042321	010-6000-451.40-07	9.00
						002852	5042338	010-6005-451.40-07	4.50
						002853	5042335	010-5300-431.40-07	137.00
9/29/2016			10409		THE SMALIGO GROUP	002864	1001601	010-1700-419.30-87	1,458.33
9/29/2016			10672		AMANDA MARTIN	002774	10/13-14/16	010-1105-419.50-03	41.30
9/29/2016			10673		THOMAS A. CIPOLLA P C	002857	16-36	010-1700-419.30-08	625.00
								9/29/2016 TOTAL -	15,377.23
								CUMULATIVE TOTAL -	75,253.63
10/04/2016			113		WAGONER COUNTY RURAL WATER #4	000306	126300	010-6005-451.50-23	13.17
10/04/2016			203		FEDERAL EXPRESS CORPORATION	000570	554644472	010-1700-419.50-39	54.08
						000571	554598688	010-1700-419.50-39	796.92
10/04/2016			309		OKLAHOMA NATURAL GAS CO	000591	110093891	010-6001-451.50-24	121.81
						000830	114693836	010-6002-451.50-24	36.13
						001455	179333536	010-6000-451.50-24	37.27
						007434	179037373	010-6002-451.50-24	101.58
						007435	183429400	010-6002-451.50-24	33.32
						007443	179860600	010-6004-451.50-24	97.19
						007446	111356527	010-5300-431.50-24	48.87
10/04/2016			442		AMERICAN ELECTRIC POWER	000095	95168310308	010-5105-432.50-25	123.23
						000566	95103962809	010-6000-451.50-25	49.29
						000567	95305853004	010-6000-451.50-25	255.97
						000568	9505665560	010-6005-451.50-25	243.74
						000569	9589756821	010-6005-451.50-25	141.50

FUND 010 GENERAL FUND	DATE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
				000827	9514797131	010-6004-451.50-25	478.23
				000828	9597942140	010-6004-451.50-25	1,720.29
				002393	9537786031	010-6001-451.50-25	57.67
				002489	95046569208	010-6000-451.50-25	141.63
				002612	95391300811	010-6005-451.50-25	5.98
				007448	9509340221	010-1700-419.50-25	280.48
				007450	9562931030	010-1700-419.50-25	2,042.05
				007603	9501769030	010-6001-451.50-25	3,455.64
10/04/2016	888	PREFERRED BUSINESS SYSTEMS		005131	071124	010-6000-451.40-33	35.75
				005132	071124	010-6000-451.40-33	35.75
				005133	071124	010-6000-451.40-33	35.75
				005137	071124	010-1400-419.40-33	90.42
				005138	071124	010-1400-419.40-33	90.42
				005139	071124	010-1415-424.40-33	90.42
				005140	071124	010-1105-419.40-33	90.42
				005141	071124	010-0800-415.40-33	115.75
				005143	071124	010-1800-419.40-33	93.32
				005149	071076	010-1800-419.40-33	139.00
				005150	071071	010-5300-431.40-33	125.00
10/04/2016	6347	COX COMMUNICATIONS		000299	063475501	010-6000-451.50-54	71.95
				000584	067687001	010-6001-451.50-23	224.89
				000587	061076801	010-1200-419.50-54	89.11
				000660	064999903	010-5300-431.50-22	101.14
				004041	066245901	010-6002-451.50-22	109.24
10/04/2016	7521	CRAIG THURMOND		005512	OCT 2016	010-1700-419.50-22	49.95
10/04/2016	7632	RICHARDCARTER		000594	OCT 2016	010-1700-419.50-22	49.95
10/04/2016	7724	WINDSTREAM		001765	3555028	010-6002-451.50-22	42.89
				005811	2542286	010-6000-451.50-54	174.71
				007385	4558004	010-6000-451.50-22	126.94
10/04/2016	8044	MIKE LESTER		007566	OCT 2016	010-1700-419.50-22	49.95
10/04/2016	8512	AT&T MOBILITY		000532	7402546	010-0501-415.50-54	42.81
				000535	2318262	010-5300-431.50-22	39.81
				000536	2320816	010-5300-431.50-22	39.81
				000537	2328223	010-5300-431.50-22	39.81
				000538	2372406	010-5300-431.50-22	39.81
				000539	2373480	010-5300-431.50-22	39.81
				000540	2840882	010-5300-431.50-22	39.81
				000541	3445134	010-5300-431.50-22	39.81
				000618	7396368	010-0501-415.50-54	39.81
				000649	4389718	010-0300-413.50-54	39.81
				000650	3785891	010-0310-413.50-54	31.82
				000651	2378905	010-6000-451.50-22	31.73
				000652	2378906	010-6000-451.50-22	31.73
				000653	2822884	010-6002-451.50-22	31.73
				000662	6930100	010-5105-432.50-22	64.73
				000663	7981529	010-5110-437.50-22	31.73
				000677	6939928	010-1415-424.50-22	31.73
				000678	6939930	010-1415-424.50-22	31.73
				000679	6939931	010-1415-424.50-22	31.73
				000680	6939939	010-1415-424.50-22	31.73
				000681	8302206	010-1415-424.50-22	31.73

PREPARED 9/30/16, 6:32:53
 PROGRAM GM314L
 CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 9

FUND	010	GENERAL FUND					
	DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
	DUE	NO	NAME	NO	NO	NO	
				000682	8570884	010-1415-424.50-22	31.73
				000683	8575521	010-1415-424.50-22	31.73
				000684	6939942	010-1400-419.50-22	31.73
				000685	6939943	010-1400-419.50-22	31.73
				000686	7801453	010-1400-419.50-22	31.73
				001434	5216618	010-1200-419.50-54	39.81
				001435	6004629	010-1200-419.50-54	39.81
				001442	6714385	010-5300-431.50-54	10.19-
				001443	6714569	010-5300-431.50-54	39.81
				001444	6714631	010-5300-431.50-54	40.01
				001445	6714928	010-5300-431.50-54	39.81
				001446	6714968	010-5300-431.50-54	39.81
				001447	6715087	010-5300-431.50-54	39.81
				001448	6715150	010-5300-431.50-54	10.19-
				001449	6715879	010-5300-431.50-54	39.81
				002437	6254519	010-1200-419.50-54	49.80
				002441	6133722	010-1102-419.50-54	31.23
				002442	6133833	010-1102-419.50-54	31.23
				002459	2 I PAD	010-1102-419.60-24	78.68
				003325	6077329	010-0800-415.50-54	42.81
				004983	9825611	010-1200-419.50-54	40.31
				005715	3460929	010-1700-419.50-54	42.81
				005716	4072369	010-1700-419.50-54	42.81
				005717	4080449	010-1700-419.50-54	42.81
				005718	4305709	010-1700-419.50-54	42.81
				005719	4305978	010-1700-419.50-54	42.81
				005720	3464830	010-0300-413.50-54	42.81
				005722	6339753	010-0300-413.50-54	42.81
				005723	6404230	010-0300-413.50-54	42.81
				008960	9825679	010-1200-419.50-54	50.30
				009271	9825615	010-1415-424.50-54	40.31
				009272	9825618	010-1415-424.50-54	40.31
				009273	9825642	010-1415-424.50-54	40.31
				009274	9825648	010-1415-424.50-54	40.31
				009275	9825657	010-1415-424.50-54	40.31
				009276	9825662	010-1415-424.50-54	40.31
				009277	9825671	010-1415-424.50-54	40.31
				009278	9825677	010-1415-424.50-54	40.31
				009279	9825659	010-1400-419.50-54	39.81
				009280	9825660	010-1400-419.50-54	40.31
				009281	9825678	010-1400-419.50-54	40.31
				009282	2318592	010-1200-419.50-54	39.81
				009283	3446900	010-1200-419.50-54	52.80
				009284	5192169	010-1200-419.50-54	39.81
				009285	9825567	010-1200-419.50-54	50.30
10/04/2016	9746	JOHNNI E PARKS		001451	OCT 2016	010-1700-419.50-22	49.95
10/04/2016	10190	SCOTT EUDEY		002536	OCT 2016	010-1700-419.50-22	49.95
						10/04/2016 TOTAL -	15,001.30
						FUND 010 TOTAL -	90,254.93

PREPARED 9/30/16, 6:32:53
 PROGRAM GM314L
 CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 23

FUND	DATE DUE	CONVENTION&VISITOR VENDOR NO	BUREAU VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
027	9/15/2016	10530	YOUNG STRATEGIES INC	PI 2792	20161589	027-1700-419.30-87	10,258.00
						9/15/2016 TOTAL -	10,258.00
						CUMULATIVE TOTAL -	10,258.00
027	9/26/2016	2669	GREEN COUNTRY MARKETING ASSOC	002637	9723	027-1700-419.30-11	59.00
						9/26/2016 TOTAL -	59.00
						CUMULATIVE TOTAL -	10,317.00
027	10/04/2016	888	PREFERRED BUSINESS SYSTEMS	005122	071124	027-1700-419.40-33	115.75
						10/04/2016 TOTAL -	115.75
						FUND 027 TOTAL -	10,432.75

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 24

FUND	DATE DUE	028 B. A. PUBLI C GOLF VENDOR NO	AUTHORI TY VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	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-
						CUMULATI VE TOTAL -	148.20-
	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	030	SALES TAX	CAPITAL IMPROV	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
8/31/2016		9129	PROSOURCE OF TULSA LLC	PI 2943	CG614567	030-1410-419.70-19				342.00
8/31/2016		10639	QAI LABORATORIES INC	PI 2944	CG614567	030-1410-419.70-19				15.00
				PI 2945	16FB08311	030-1700-419.70-15				2,000.00
						8/31/2016 TOTAL -				2,357.00
						CUMULATIVE TOTAL -				2,357.00
9/03/2016		420	APAC-CENTRAL, INC	PI 3018	7000909256	030-5300-431.70-15				4,851.89
				PI 3022	7000909351	030-5300-431.70-15				1,637.33
						9/03/2016 TOTAL -				6,489.22
						CUMULATIVE TOTAL -				8,846.22
9/07/2016		7499	SELECTRON TECHNOLOGIES, INC	PI 3251	9060	030-1103-419.70-17				4,500.00
						9/07/2016 TOTAL -				4,500.00
						CUMULATIVE TOTAL -				13,346.22
9/08/2016		5421	LUBER BROS INC.	PI 3116	00159488	030-6102-451.70-02				21,387.00
						9/08/2016 TOTAL -				21,387.00
						CUMULATIVE TOTAL -				34,733.22
9/09/2016		423	MIRACLE RECREATION EQUIP CO	PI 2872	779610	030-6000-451.70-17				1,405.00
						9/09/2016 TOTAL -				1,405.00
						CUMULATIVE TOTAL -				36,138.22
9/10/2016		420	APAC-CENTRAL, INC	PI 3024	700911189	030-5300-431.70-15				7,196.40
						9/10/2016 TOTAL -				7,196.40
						CUMULATIVE TOTAL -				43,334.62
9/12/2016		5941	LOWES	PI 2800	01626	030-5300-431.70-15				27.28
				PI 2801	01666	030-1410-419.70-19				231.87
				PI 2805	17658-	030-5300-431.70-15				2.12-
						9/12/2016 TOTAL -				257.03
						CUMULATIVE TOTAL -				43,591.65
9/13/2016		5941	LOWES	PI 2807	02750	030-1410-419.70-19				6.36
				PI 2810	15986-	030-1410-419.70-19				18.00-
						9/13/2016 TOTAL -				11.64-
						CUMULATIVE TOTAL -				43,580.01
9/14/2016		71	BROKEN ARROW ELECTRIC SUPPLY I	PI 2949	S2090782001	030-5110-437.70-17				428.21
9/14/2016		90	NAPA AUTO PARTS	PI 2835	845390	030-5300-431.70-15				22.09
9/14/2016		399	LOCKE SUPPLY COMPANY	PI 2991	2958652700	030-6000-451.70-17				29.31
				PI 2992	2958887000	030-6000-451.70-17				35.25
9/14/2016		5941	LOWES	PI 2812	02848	030-1410-419.70-19				25.41
				PI 2813	02896/	030-1410-419.70-19				3.21
				PI 2955	01122	030-6000-451.70-17				14.95
9/14/2016		6822	TULSA WNNELSON COMPANY	PI 2999	66102700	030-6000-451.70-17				826.38
				PI 3000	66112800	030-6000-451.70-17				34.29
9/14/2016		7608	R.L. SHEARS COMPANY PC	PI 3171	880	030-5300-431.70-16				7,332.50
				PI 3172	881	030-1700-419.70-16				5,000.00
9/14/2016		8702	ERGON ASPHALT & EMULSIONS INC	PI 3007	9401521352	030-5300-431.70-15				2,153.53
						9/14/2016 TOTAL -				15,905.13
						CUMULATIVE TOTAL -				59,485.14

FUND	030	SALES TAX CAPITAL IMPROV	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/15/2016	399	LOCKE SUPPLY COMPANY	PI 2993	2959738400	030-6000-451.70-17				10.51
9/15/2016	5941	LOWES	PI 2957	01308	030-1410-419.70-19				26.74
			PI 2958	02043/	030-1410-419.70-19				33.30
9/15/2016	6822	TULSA WNNELSON COMPANY	PI 3296	66123200	030-6000-451.70-17				6.42
9/15/2016	7486	BUILDING SPECIALTIES	PI 3238	182192847	030-1410-419.70-19				369.92
9/15/2016	10408	MICROSOFT	PI 2871	USA005735	030-1102-419.70-19				3,457.98
					9/15/2016 TOTAL -				3,904.87
					CUMULATIVE TOTAL -				63,390.01
9/16/2016	5941	LOWES	PI 2961	01457	030-1410-419.70-19				3.14
9/16/2016	7483	LAFERRY'S LP GAS COMPANY	PI 3001	26842	030-5300-431.70-15				51.60
					9/16/2016 TOTAL -				54.74
					CUMULATIVE TOTAL -				63,444.75
9/17/2016	420	APAC-CENTRAL, INC	PI 3242	7000913916	030-5300-431.70-15				22,732.80
			PI 3243	7000913916	030-5300-431.70-15				602.40
					9/17/2016 TOTAL -				23,335.20
					CUMULATIVE TOTAL -				86,779.95
9/18/2016	4905	TULSA ASPHALT LLC	PI 3307	16586	030-5300-431.70-15				175.11
					9/18/2016 TOTAL -				175.11
					CUMULATIVE TOTAL -				86,955.06
9/19/2016	6822	TULSA WNNELSON COMPANY	PI 3300	66166500	030-3001-421.70-17				382.80
					9/19/2016 TOTAL -				382.80
					CUMULATIVE TOTAL -				87,337.86
9/20/2016	602	GADES SALES CO INC	PI 3250	0069513	030-5110-437.70-17				1,495.95
9/20/2016	3719	AMUNDSEN COMMERCIAL KITCHENS	PI 3246	0125741	030-3001-421.70-17				7,298.39
			PI 3247	0125741	030-3001-421.70-17				320.50
9/20/2016	4152	MAGNUM CONSTRUCTION INC	PI 3076	#6	030-1700-419.70-16				178,688.49
9/20/2016	5941	LOWES	PI 2967	02519	030-5110-437.70-17				37.96
			PI 3086	01973	030-3001-421.70-17				3.79
			PI 3088	02529	030-3001-421.70-17				4.31
			PI 3089	02601	030-3001-421.70-17				9.86
			PI 3090	02681	030-3001-421.70-17				7.02
9/20/2016	6822	TULSA WNNELSON COMPANY	PI 3301	66178000	030-3001-421.70-17				18.56
					9/20/2016 TOTAL -				187,884.83
					CUMULATIVE TOTAL -				275,222.69
9/21/2016	400	L & M OFFICE FURNITURE INC	002560	9/7/16	030-1410-419.70-19				420.00
9/21/2016	5941	LOWES	PI 3180	01117	030-1410-419.70-19				14.18
					9/21/2016 TOTAL -				434.18
					CUMULATIVE TOTAL -				275,656.87
9/22/2016	518	ROBINSON GLASS	002579	387990	030-1410-419.70-19				689.00
					9/22/2016 TOTAL -				689.00
					CUMULATIVE TOTAL -				276,345.87
9/26/2016	399	LOCKE SUPPLY COMPANY	PI 3109	2962952300	030-3001-421.70-17				2.92
					9/26/2016 TOTAL -				2.92
					CUMULATIVE TOTAL -				276,348.79

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 27

FUND	030	SALES TAX CAPITAL IMPROV					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/29/2016	5904	ADDCO ELECTRIC INC.	002773	21688	030-1410-419.70-19		434.48
9/29/2016	8891	NICHOLLS CONSULTING	002796	1506	030-3501-422.70-16		385.00
			002799	1506	030-1700-419.70-16		110.00
			002800	1506	030-6000-451.70-16		220.00
			002802	1506	030-3001-421.70-16		385.00
			002806	1506	030-5300-431.70-16		55.00
					9/29/2016 TOTAL -		1,589.48
					FUND 030 TOTAL -		277,938.27

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 28

FUND 032 PARK AND RECREATION
DATE VENDOR VENDOR
DUE NO NAME

VOUCHER
NO

I NVOI CE
NO

ACCOUNT
NO

AMOUNT

002797 1506

032-6000-451.70-15

275.00

9/29/2016 TOTAL -

275.00

FUND 032 TOTAL -

275.00

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 29

FUND	033	CEMETERY CARE					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/13/2016	6822	TULSA W NNELSON COMPANY	PI 2858	66077700	033-5105-432.70-17		524.54
					9/13/2016 TOTAL -		524.54
					FUND 033 TOTAL -		524.54

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 30

FUND 036 E-911

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
9/15/2016	4730	DELL MARKETI NG L. P.	PI 3048	XK1MK25J2	036-3006-421.70-19	1,608.05
					9/15/2016 TOTAL -	1,608.05
					CUMULATI VE TOTAL -	1,608.05
9/16/2016	4730	DELL MARKETI NG L. P.	PI 3049	XK1MTTW53	036-3006-421.70-19	2,355.13
					9/16/2016 TOTAL -	2,355.13
					FUND 036 TOTAL -	3,963.18

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 31

FUND	037	CRIME PREVENTION					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/13/2016	9213	HITCH IT TRAILERS, PARTS, SERV	PI 2969 9349		037-3001-421.40-20		270.00
			PI 2970 9350		037-3001-421.40-20		275.00
			PI 2971 9351		037-3001-421.40-20		270.00
			PI 2972 9352		037-3001-421.40-20		270.00
			PI 2974 9354		037-3001-421.40-20		275.00
			PI 2975 9355		037-3001-421.40-20		275.00
			PI 2976 9356		037-3001-421.60-20		275.00
					9/13/2016 TOTAL -		1,910.00
					CUMULATIVE TOTAL -		1,910.00
9/14/2016	5980	SOFTWARE HOUSE INTERNATIONAL	PI 3272	12202414	037-3001-421.60-24		307.00
					9/14/2016 TOTAL -		307.00
					FUND 037 TOTAL -		2,217.00

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 32

FUND	DATE DUE	BATTLE CREEK VENDOR NO	GOLF COURSE VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
040	6/01/2006	6385	MACGREGOR GOLF COMPANY	004890	917284	040-0000-141.28-01	480.00-
						6/01/2006 TOTAL -	480.00-
						CUMULATI VE TOTAL -	480.00-
040	6/09/2006	6385	MACGREGOR GOLF COMPANY	005406	917394	040-0000-141.28-01	380.00-
						6/09/2006 TOTAL -	380.00-
						CUMULATI VE TOTAL -	860.00-
040	9/15/2016	6822	TULSA W NNELSON COMPANY	PI 3297	66128100	040-6101-451.60-24	436.66
						9/15/2016 TOTAL -	436.66
						FUND 040 TOTAL -	423.34-

FUND	044	PUBLIC SAFETY	SALES TAX				
DATE		VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
DUE		NO	NAME	NO	NO	NO	
8/17/2016	7644		SOUTHERN AGRICULTURE	PI 2937	420968	044-3001-421.60-47	33.99
						8/17/2016 TOTAL -	33.99
						CUMULATIVE TOTAL -	33.99
8/18/2016	8855		SALTUS TECHNOLOGIES LLC	PI 3073	160838	044-3001-421.60-23	2,160.00
						8/18/2016 TOTAL -	2,160.00
						CUMULATIVE TOTAL -	2,193.99
8/24/2016	7644		SOUTHERN AGRICULTURE	PI 2938	421825	044-3001-421.60-47	48.48
						8/24/2016 TOTAL -	48.48
						CUMULATIVE TOTAL -	2,242.47
9/08/2016	7644		SOUTHERN AGRICULTURE	PI 2950	423784	044-3001-421.60-47	29.49
						9/08/2016 TOTAL -	29.49
						CUMULATIVE TOTAL -	2,271.96
9/10/2016	6204		LAW ENFORCEMENT TARGETS	PI 3026	0320131	044-3001-421.60-32	2,146.00
						9/10/2016 TOTAL -	2,146.00
						CUMULATIVE TOTAL -	4,417.96
9/12/2016	5941		LOWES	PI 2803	11090	044-3001-421.60-18	4.11
				PI 2804	14222-	044-3001-421.60-18	.32-
						9/12/2016 TOTAL -	3.79
						CUMULATIVE TOTAL -	4,421.75
9/13/2016	90		NAPA AUTO PARTS	PI 2825	845234	044-3001-421.60-20	89.69
				PI 2829	845298	044-3001-421.60-20	64.92
9/13/2016	9213		HITCH IT TRAILERS, PARTS, SERV	PI 2973	9353	044-3001-421.60-20	270.00
						9/13/2016 TOTAL -	424.61
						CUMULATIVE TOTAL -	4,846.36
9/14/2016	1842		BROWNELLS INC	PI 3025	1287355900	044-3001-421.60-32	378.57
9/14/2016	4311		UNITED FORD	PI 2843	2724979	044-3001-421.60-20	296.86
						9/14/2016 TOTAL -	675.43
						CUMULATIVE TOTAL -	5,521.79
9/16/2016	4311		UNITED FORD	PI 3287	2726357	044-3001-421.60-20	1,049.34
				PI 3288	2726562	044-3001-421.60-20	200.44
9/16/2016	7062		ARROWHEAD SCIENTIFIC, INC.	PI 3258	90685	044-3008-421.60-23	337.87
9/16/2016	9892		GOODYEAR COMMERCIAL TIRE	PI 3067	2541006389	044-3001-421.60-19	511.56
						9/16/2016 TOTAL -	2,099.21
						CUMULATIVE TOTAL -	7,621.00
9/19/2016	4311		UNITED FORD	PI 3289	2727129	044-3001-421.60-20	30.25
						9/19/2016 TOTAL -	30.25
						CUMULATIVE TOTAL -	7,651.25
9/20/2016	90		NAPA AUTO PARTS	PI 3094	845979	044-3001-421.60-20	8.47
9/20/2016	4311		UNITED FORD	PI 3104	2728108	044-3001-421.60-20	160.25
				PI 3105	2728317	044-3001-421.60-20	85.21
9/20/2016	5941		LOWES	PI 3091	02705	044-3001-421.60-18	72.72

FUND	044	PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/20/2016	9151	CLEAN THE UNIFORM CO OKLAHOMA	002460	50789184				044-3001-421.40-33	17.20
								9/20/2016 TOTAL -	343.85
								CUMULATIVE TOTAL -	7,995.10
9/21/2016	90	NAPA AUTO PARTS	PI 3097	846048				044-3001-421.60-20	12.92
			PI 3098	846108				044-3001-421.60-20	113.98
9/21/2016	238	GOODYEAR AUTO SERVICE CENTER	PI 3203	141723				044-3001-421.60-20	50.00
9/21/2016	3694	ARROW EXTERMINATORS INC	002494	483890				044-3001-421.40-07	35.00
			002495	483889				044-3001-421.40-07	125.00
			002496	483888				044-3001-421.40-07	70.00
9/21/2016	3792	BRANDON BERRYHILL	002512	10/14-18/16				044-3001-421.50-03	288.00
9/21/2016	4225	LANGUAGE LINE SERVICE	002561	3891403				044-3006-421.30-87	252.78
9/21/2016	4515	INTEGRIS OCCUPATIONAL HEALTH	002530	201621842				044-3001-421.30-87	5,525.00
9/21/2016	5451	MARQUE BALDWIN	002570	10/17-19/16				044-3001-421.50-03	192.00
9/21/2016	6234	BRYAN BANDY	002513	09/27-28/16				044-3001-421.50-03	102.00
9/21/2016	7200	ERIC NESTER	002524	10/5-7/16				044-3001-421.50-03	147.50
9/21/2016	9149	JACK CLANCY ASSOCIATES	002531	1091				044-3001-421.30-87	15,500.00
9/21/2016	9482	ALEISHA WICKERSHAM	002485	10/5-6/16				044-3001-421.50-03	147.50
9/21/2016	10165	HENRY SCHEIN ANIMAL HEALTH	002527	KK20064				044-3009-421.60-23	327.60
			002528	5502131				044-3009-421.60-23	151.09
								9/21/2016 TOTAL -	23,040.37
								CUMULATIVE TOTAL -	31,035.47
9/22/2016	90	NAPA AUTO PARTS	PI 3216	846155				044-3001-421.60-20	40.80
9/22/2016	206	FERGUSON PONTIAC GMC TRUCK	PI 3269	135086				044-3001-421.60-19	56.69
9/22/2016	584	SAMS CLUB	002583	8613398163				044-3001-421.60-24	148.30
			002584	9618238154				044-3008-421.60-23	688.71
			002585	79615218164				044-3008-421.60-23	512.60
			002586	80179551733				044-3008-421.60-23	403.45
9/22/2016	2010	WALGREENS COMPANY	002598	100216877				044-3008-421.30-87	151.39
9/22/2016	4311	UNITED FORD	PI 3290	2729617				044-3001-421.60-20	85.21
9/22/2016	6842	VISITING NURSE ASSOC. OF TULSA	002597	00113538				044-3008-421.30-87	174.00
9/22/2016	8924	VERDE VISTA RESOURCES INC	002595	37007				044-3001-421.40-07	488.86
			002596	37018				044-3001-421.40-07	488.86
9/22/2016	9627	WOODRUFF POLYGRAPH SERVICES	002600	091316				044-3001-421.30-87	150.00
9/22/2016	10637	THE FINISHING TOUCH	002590	7036				044-3001-421.40-20	4,200.00
								9/22/2016 TOTAL -	7,588.87
								CUMULATIVE TOTAL -	38,624.34
9/23/2016	4311	UNITED FORD	PI 3291	CM2726357				044-3001-421.60-20	250.00-
								9/23/2016 TOTAL -	250.00-
								CUMULATIVE TOTAL -	38,374.34
9/26/2016	891	STOREY WRECKER	002723	440993				044-3001-421.40-20	125.00
9/26/2016	10310	MARMIC FIRE & SAFETY CO INC	002659	5042866				044-3008-421.40-07	300.00
			002662	5042858				044-3009-421.40-07	100.00
			002665	5042871				044-3001-421.40-07	300.00
			002666	5042874				044-3001-421.40-07	100.00
			002667	5042875				044-3001-421.40-07	100.00
								9/26/2016 TOTAL -	1,025.00
								CUMULATIVE TOTAL -	39,399.34

FUND	044	PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/29/2016	4997	HARRIS CORPORATION PSPC	002819	93240343	044-3006-421.40-50	435.07			
			002820	93241444	044-3006-421.40-50	691.58			
			002821	93240344	044-3006-421.40-50	435.07			
9/29/2016	5904	ADDCO ELECTRIC INC.	002772	21687	044-3001-421.40-07	150.00			
9/29/2016	7816	LESLIE MYERS	002789	10/18-21/16	044-3001-421.50-03	275.20			
9/29/2016	8200	THOMAS COOPER	002865	09/22/16	044-3001-421.60-23	251.65			
9/29/2016	10295	PMAM CORPORATION	002859	20160823	044-3001-421.40-55	1,250.00			
9/29/2016	10310	MARMIC FIRE & SAFETY CO INC	002824	5072342	044-3008-421.40-07	45.00			
			002827	5042320	044-3009-421.40-07	18.00			
			002833	5042333	044-3001-421.40-07	40.50			
			002834	5042330	044-3001-421.40-07	212.00			
					9/29/2016 TOTAL -	3,804.07			
					CUMULATIVE TOTAL -	43,203.41			
10/04/2016	309	OKLAHOMA NATURAL GAS CO	000303	110008282	044-3001-421.50-24	132.99			
			000304	252838500	044-3001-421.50-24	144.83			
			006796	114839300	044-3001-421.50-24	184.28			
			007438	114669973	044-3001-421.50-24	181.70			
			007440	111367300	044-3001-421.50-24	33.53			
10/04/2016	888	PREFERRED BUSINESS SYSTEMS	005125	071124	044-3008-421.40-33	35.75			
			005126	071124	044-3008-421.40-33	35.75			
			005127	071124	044-3009-421.40-33	35.75			
			005128	071124	044-3001-421.40-33	90.42			
			005129	071124	044-3001-421.40-33	90.42			
			005130	071124	044-3001-421.40-33	35.75			
			005145	071125	044-3001-421.40-33	127.00			
			005146	071125	044-3001-421.40-33	127.00			
			005147	071125	044-3001-421.40-33	127.00			
10/04/2016	8512	AT&T MOBILITY	000543	2698719	044-3001-421.50-22	52.90			
			000544	6939974	044-3001-421.50-22	93.58			
			000561	8993532	044-3001-421.50-54	21.82			
			000562	8994790	044-3001-421.50-54	21.82			
			000563	8996527	044-3001-421.50-54	21.82			
			000564	9061878	044-3001-421.50-54	21.82			
			000565	9343390	044-3001-421.50-54	21.82			
			000566	9344032	044-3001-421.50-54	21.82			
			000567	9344067	044-3001-421.50-54	21.82			
			000568	9345340	044-3001-421.50-54	21.82			
			000569	9345860	044-3001-421.50-54	21.82			
			000570	9346101	044-3001-421.50-54	21.82			
			000571	9346258	044-3001-421.50-54	21.82			
			000572	9347478	044-3001-421.50-54	21.82			
			000573	9348047	044-3001-421.50-54	21.82			
			000574	9348051	044-3001-421.50-54	21.82			
			000575	9348840	044-3001-421.50-54	21.82			
			000576	9348848	044-3001-421.50-54	21.82			
			000577	9348881	044-3001-421.50-54	21.82			
			000578	9348903	044-3001-421.50-54	21.82			
			000579	9348912	044-3001-421.50-54	21.82			
			000580	9348915	044-3001-421.50-54	21.82			
			000581	9495846	044-3001-421.50-54	21.82			

PREPARED 9/30/16, 6:32:53
 PROGRAM GM314L
 CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 36

FUND	DATE	PUBLIC SAFETY SALES TAX	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
	DUE		NO	NAME	NO	NO	NO	
					000582	9497207	044-3001-421.50-54	21.82
					000583	9780240	044-3001-421.50-54	21.82
					000584	9780245	044-3001-421.50-54	21.82
					000585	9781649	044-3001-421.50-54	21.82
					000586	9781841	044-3001-421.50-54	21.82
					000587	9781846	044-3001-421.50-54	21.82
					000588	9783177	044-3001-421.50-54	21.82
					000590	9783673	044-3001-421.50-54	21.82
					000591	9785287	044-3001-421.50-54	21.82
					000592	9825628	044-3001-421.50-54	40.31
					000625	2370782	044-3001-421.50-22	39.81
					000626	2372035	044-3001-421.50-22	37.99
					000627	2605003	044-3001-421.50-22	39.81
					000628	2847475	044-3001-421.50-22	40.31
					000629	2929789	044-3001-421.50-22	40.31
					000630	5085352	044-3001-421.50-22	21.82
					000631	5085355	044-3001-421.50-22	21.82
					000632	5085356	044-3001-421.50-22	21.82
					000633	5085357	044-3001-421.50-22	21.82
					000634	5085358	044-3001-421.50-22	21.82
					000635	5085376	044-3001-421.50-22	21.82
					000636	5085377	044-3001-421.50-22	31.81
					000637	5085378	044-3001-421.50-22	21.82
					000638	5085379	044-3001-421.50-22	21.82
					000639	5058380	044-3001-421.50-22	21.82
					000640	6008635	044-3001-421.50-22	39.81
					000641	6008649	044-3001-421.50-22	39.81
					000642	6008650	044-3001-421.50-22	39.81
					000643	6068651	044-3001-421.50-22	39.81
					000644	6008652	044-3001-421.50-22	39.81
					000645	7067901	044-3001-421.50-22	42.81
					000646	8844027	044-3001-421.50-22	21.82
					000647	8990379	044-3001-421.50-22	21.82
					000648	8990385	044-3001-421.50-22	21.82
					002443	7345399	044-3001-421.50-54	41.08
					002444	7345411	044-3001-421.50-54	41.08
					002445	7345413	044-3001-421.50-54	41.08
					002446	7345427	044-3001-421.50-54	41.08
					002447	7345428	044-3001-421.50-54	41.08
					002448	7345441	044-3001-421.50-54	41.08
					002449	7345462	044-3001-421.50-54	41.08
					002450	7345464	044-3001-421.50-54	41.08
					002451	7345479	044-3001-421.50-54	41.08
					002452	7345499	044-3001-421.50-54	41.08
					002453	7345524	044-3001-421.50-54	41.08
					002454	5105088	044-3001-421.50-54	30.39
					002455	2 CASES	044-3001-421.60-24	207.95
					002456	1 IPAD	044-3001-421.60-24	32.41
					008961	7981036	044-3001-421.50-22	52.90
					008962	7981037	044-3001-421.50-22	18.58
					008963	7981043	044-3001-421.50-22	52.90

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 37

FUND	044	PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
						008964	9913639	044-3001-421.50-22	52.90
						008965	9981723	044-3001-421.50-22	52.90
						008971	6008653	044-3001-421.50-54	39.81
						008972	6008668	044-3001-421.50-54	39.81
						008973	6008669	044-3001-421.50-54	39.81
						008974	6008680	044-3001-421.50-54	39.81
						008975	6008681	044-3001-421.50-54	39.81
						008976	6006811	044-3001-421.50-54	42.81
						009295	9786731	044-3001-421.50-54	21.82
						009296	9788653	044-3001-421.50-54	21.82
						009297	9822406	044-3001-421.50-54	21.82
						009298	9822593	044-3001-421.50-54	21.82
						009299	9825391	044-3001-421.50-54	21.82
						009300	9825617	044-3001-421.50-54	40.31
						009301	9845847	044-3001-421.50-54	21.82
						009302	9845850	044-3001-421.50-54	21.82
						009303	9847593	044-3001-421.50-54	21.82
						009304	9847942	044-3001-421.50-54	21.82
						009305	9848069	044-3001-421.50-54	21.82
						009306	9848557	044-3001-421.50-54	21.82
						009307	9860162	044-3001-421.50-54	21.82
						009308	9860519	044-3001-421.50-54	21.82
						009309	9860824	044-3001-421.50-54	21.82
						009310	9862647	044-3001-421.50-54	21.82
						009311	9862971	044-3001-421.50-54	21.82
						009312	9863447	044-3001-421.50-54	21.82
						009313	9864416	044-3001-421.50-54	865.57
						009314	9866726	044-3001-421.50-54	21.82
						009315	9911324	044-3001-421.50-54	21.82
						009316	9984227	044-3001-421.50-54	21.82
						009317	9984306	044-3001-421.50-54	21.82
						009318	9984307	044-3001-421.50-54	21.82
						009319	9984308	044-3001-421.50-54	21.82
						009320	9984309	044-3001-421.50-54	21.82
						009321	9984315	044-3001-421.50-54	31.81
						009322	9984316	044-3001-421.50-54	21.82
						009323	9984317	044-3001-421.50-54	21.82
						009324	9984318	044-3001-421.50-54	21.82
						009325	9984320	044-3001-421.50-54	21.82
						009326	9984321	044-3001-421.50-54	21.82
						009327	9984322	044-3001-421.50-54	21.82
						009328	9984323	044-3001-421.50-54	21.82
						009329	9984324	044-3001-421.50-54	21.82
						009330	9984325	044-3001-421.50-54	21.82
						009331	9984327	044-3001-421.50-54	21.82
						009332	9984335	044-3001-421.50-54	31.81
						009333	9984336	044-3001-421.50-54	21.82
						009334	9984337	044-3001-421.50-54	21.82
						009335	9984338	044-3001-421.50-54	21.82
						009336	9984339	044-3001-421.50-54	21.82
						009337	9984340	044-3001-421.50-54	21.82

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 38

FUND	DATE	VENDOR	SALES TAX	VOUCHER	INVOICE	ACCOUNT	AMOUNT
044	DUE	NO	VENDOR	NO	NO	NO	
			NAME				
				009338	9984341	044-3001-421.50-54	21.82
				009339	9984342	044-3001-421.50-54	21.82
				009340	9984344	044-3001-421.50-54	21.82
				009341	9984345	044-3001-421.50-54	21.82
				009342	9984346	044-3001-421.50-54	21.82
				009343	9984347	044-3001-421.50-54	21.82
				009344	9984348	044-3001-421.50-54	21.82
				009345	9984349	044-3001-421.50-54	21.82
				009346	9984350	044-3001-421.50-54	21.82
				009347	9984351	044-3001-421.50-54	21.82
				009348	9984352	044-3001-421.50-54	21.82
				009349	9984353	044-3001-421.50-54	21.82
						10/04/2016 TOTAL -	6,234.29
						FUND 044 TOTAL -	49,437.70

FUND	DATE DUE	045 PUBLIC SAFETY SALES TAX VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	8/09/2016	9812	EMS MANAGEMENT & CONSULTANTS I	001111	028112	045-3502-422.40-28 8/09/2016 TOTAL - CUMULATIVE TOTAL -	9,965.51 9,965.51 9,965.51
	8/12/2016	141	CUMMINS SOUTHERN PLAINS	PI 3281	02736308	045-3501-422.40-20 8/12/2016 TOTAL - CUMULATIVE TOTAL -	397.20 397.20 10,362.71
	8/16/2016	225	SUMMIT HOLDINGS	PI 2940	411120516	045-3502-422.60-20 8/16/2016 TOTAL - CUMULATIVE TOTAL -	17.35 17.35 10,380.06
	8/30/2016	370	AIRGAS USA LLC	PI 2787	9054931370	045-3501-422.60-23	141.36
	8/30/2016	1778	SMEAL FIRE APPARATUS COMPANY	PI 3074	CM0003771	045-3501-422.60-20	72.70
	8/30/2016	5941	LOWES	PI 3075	61660	045-3501-422.60-20	223.73
	8/30/2016	6822	TULSA WINNELSON COMPANY	PI 3072	12279	045-3502-422.60-31	48.86
	8/30/2016			PI 2789	65832300	045-3501-422.60-18 8/30/2016 TOTAL - CUMULATIVE TOTAL -	24.06 365.31 10,745.37
	9/06/2016	370	AIRGAS USA LLC	PI 2798	9055123924	045-3501-422.60-23	145.97
	9/06/2016	4536	PRECISION INDUSTRIES INC	PI 3249	1524	045-3501-422.60-20	298.15
	9/06/2016	5361	HME INC	PI 2874	404814	045-3501-422.60-20	354.61
	9/06/2016	5941	LOWES	PI 3081	13766	045-3501-422.60-23 9/06/2016 TOTAL - CUMULATIVE TOTAL -	23.88 822.61 11,567.98
	9/07/2016	5770	HENRY SCHEIN INC	PI 2846	34018616	045-3501-422.60-23 9/07/2016 TOTAL - CUMULATIVE TOTAL -	6,323.95 6,323.95 17,891.93
	9/08/2016	68	BOUND TREE MEDICAL	PI 2844	82263095	045-3502-422.60-23	2,022.17
	9/08/2016	4884	STRYKER SALES CORPORATION	PI 3044	2009068M	045-3502-422.60-24	199.74
	9/08/2016	8968	ARROW INTERNATIONAL INC	PI 2857	94209321	045-3502-422.60-23 9/08/2016 TOTAL - CUMULATIVE TOTAL -	1,309.06 3,530.97 21,422.90
	9/09/2016	68	BOUND TREE MEDICAL	PI 2845	82264510	045-3502-422.60-23 9/09/2016 TOTAL - CUMULATIVE TOTAL -	13.98 13.98 21,436.88
	9/12/2016	4884	STRYKER SALES CORPORATION	PI 3045	2010723M	045-3502-422.60-24	192.96
	9/12/2016	5770	HENRY SCHEIN INC	PI 2990	34068361	045-3502-422.60-23 9/12/2016 TOTAL - CUMULATIVE TOTAL -	462.00 654.96 22,091.84
	9/13/2016	68	BOUND TREE MEDICAL	PI 2986	82267758	045-3502-422.60-23	245.75
	9/13/2016	90	NAPA AUTO PARTS	PI 2987	82267759	045-3502-422.60-24	9.19
	9/13/2016	173	TULSA AUTO SPRING	PI 2826	845250	045-3501-422.60-20	355.18
	9/13/2016			PI 2828	845293	045-3501-422.60-20	44.44
	9/13/2016			PI 2864	00338911	045-3501-422.60-20	111.14

FUND	DATE DUE	PUBLIC SAFETY VENDOR NO	SALES TAX VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	9/13/2016	206	FERGUSON PONTIAC GMC TRUCK	PI 2888	134971	045-3503-422.60-20	54.16
	9/13/2016	370	AIRGAS USA LLC	PI 2952	9055346523	045-3501-422.60-23	179.64
						9/13/2016 TOTAL -	910.62
						CUMULATIVE TOTAL -	23,002.46
	9/14/2016	68	BOUND TREE MEDICAL	PI 2988	82269320	045-3502-422.60-23	45.93
	9/14/2016	90	NAPA AUTO PARTS	PI 2831	845357	045-3502-422.60-20	71.18
				PI 2833	845366	045-3502-422.60-20	22.88
				PI 2834	845368	045-3502-422.60-20	9.70
	9/14/2016	120	CINTAS CORPORATION	PI 3115	5006047537	045-3502-422.60-23	300.95
	9/14/2016	5770	HENRY SCHEIN INC	PI 3107	34018617	045-3502-422.60-23	265.74
						9/14/2016 TOTAL -	716.38
						CUMULATIVE TOTAL -	23,718.84
	9/15/2016	68	BOUND TREE MEDICAL	PI 2989	82270693	045-3502-422.60-23	2,028.87
	9/15/2016	90	NAPA AUTO PARTS	PI 2837	845430	045-3501-422.60-20	8.16
				PI 2840	845472	045-3501-422.60-20	4.56
	9/15/2016	225	SUMMIT HOLDINGS	PI 3063	411122468	045-3502-422.60-20	361.45
	9/15/2016	5941	LOWES	PI 3083	12750	045-3502-422.60-03	18.69
						9/15/2016 TOTAL -	2,421.73
						CUMULATIVE TOTAL -	26,140.57
	9/16/2016	68	BOUND TREE MEDICAL	PI 3224	82272022	045-3502-422.60-23	244.48
	9/16/2016	5770	HENRY SCHEIN INC	PI 3228	34369381	045-3502-422.60-23	126.46
	9/16/2016	5941	LOWES	PI 2960	01435	045-3501-422.60-18	178.83
				PI 2962	01576	045-3501-422.60-18	16.87
						9/16/2016 TOTAL -	566.64
						CUMULATIVE TOTAL -	26,707.21
	9/19/2016	68	BOUND TREE MEDICAL	PI 3225	82273356	045-3502-422.60-23	245.75
	9/19/2016	90	NAPA AUTO PARTS	PI 2981	845820	045-3502-422.60-20	13.86
				PI 3208	845819	045-3504-422.60-20	124.46
				PI 3209	845862	045-3502-422.60-20	300.47
	9/19/2016	5770	HENRY SCHEIN INC	PI 3229	34013799	045-3502-422.60-24	4,025.40
				PI 3230	34420504	045-3502-422.60-23	84.98
				PI 3231	34431351	045-3502-422.60-23	264.00
	9/19/2016	5941	LOWES	PI 3084	11299	045-3502-422.60-23	28.38
				PI 3085	13076	045-3503-422.60-24	170.05
						9/19/2016 TOTAL -	5,257.35
						CUMULATIVE TOTAL -	31,964.56
	9/20/2016	90	NAPA AUTO PARTS	PI 3095	845992	045-3502-422.60-20	25.16
				PI 3210	845985	045-3502-422.60-20	88.59
	9/20/2016	141	CUMMINS SOUTHERN PLAINS	PI 3124	02737551	045-3501-422.40-20	4,667.24
	9/20/2016	206	FERGUSON PONTIAC GMC TRUCK	PI 3125	135051	045-3502-422.60-20	462.83
	9/20/2016	9297	JANDERSON INC DBA CARTRIDGE WO	PI 3080	181506	045-3501-422.60-03	280.00
						9/20/2016 TOTAL -	5,523.82
						CUMULATIVE TOTAL -	37,488.38
	9/21/2016	4	ACCURATE FIRE EQUIPMENT CO INC	002474	873678	045-3501-422.30-87	128.67
	9/21/2016	90	NAPA AUTO PARTS	PI 3099	846109	045-3502-422.60-20	19.40

FUND	045	PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/21/2016			370		AI RGAS USA LLC	002482	9937532178	045-3501-422.40-33	88.41
9/21/2016			1059		SOUTHERN TIRE MART	PI 3261	45313978	045-3502-422.60-19	504.28
9/21/2016			3694		ARROW EXTERMINATORS INC	002503	483894/485612	045-3501-422.40-07	100.00
						002504	483895/485616	045-3501-422.40-07	75.00
						002506	485617/483897	045-3501-422.40-07	110.00
						002507	483896/483887	045-3501-422.40-07	105.00
						002508	485613	045-3501-422.40-07	50.00
9/21/2016			4513		CUSTOM SERVICES	002518	348126	045-3501-422.40-07	168.00
9/21/2016			10654		DAVENPORT FIRE EQUIPMENT & SAL	002521	D-112	045-3501-422.60-24	448.75
								9/21/2016 TOTAL -	1,797.51
								CUMULATIVE TOTAL -	39,285.89
9/22/2016			68		BOUND TREE MEDICAL	PI 3226	82277797	045-3502-422.60-23	135.03
						PI 3227	82277798	045-3502-422.60-23	1,637.87
9/22/2016			90		NAPA AUTO PARTS	PI 3215	846153	045-3504-422.60-20	18.00
9/22/2016			225		SUMMIT HOLDINGS	PI 3267	411122888	045-3502-422.60-20	55.15
9/22/2016			278		PHYSIO-CONTROL INC	PI 3295	116147020	045-3502-422.60-23	584.54
9/22/2016			377		KIMS INTERNATIONAL	PI 3236	093346	045-3502-422.60-20	53.00
9/22/2016			5112		KENKOOL INC.	PI 3271	326728	045-3502-422.60-20	139.70
9/22/2016			5941		LOWES	PI 3190	02223	045-3501-422.60-18	15.19
						PI 3196	56170	045-3501-422.60-18	10.25
9/22/2016			10317		PRECISION DOOR INC	PI 3260	20161172	045-3501-422.60-18	4,224.29
								9/22/2016 TOTAL -	6,837.02
								CUMULATIVE TOTAL -	46,122.91
9/23/2016			225		SUMMIT HOLDINGS	PI 3268	411122937	045-3502-422.60-20	89.79
9/23/2016			1891		TUCKER JANITOR SUPPLIES INC	PI 3315	08130200	045-3501-422.60-30	371.32
								9/23/2016 TOTAL -	461.11
								CUMULATIVE TOTAL -	46,584.02
9/26/2016			97		CASCO INDUSTRIES INC	002630	173619	045-3501-422.60-11	346.00
						002631	173012	045-3501-422.60-11	346.00
9/26/2016			338		HILLCREST MEDICAL CENTER	002639	04320160901	045-3501-422.30-02	3,085.00
9/26/2016			3053		AIR CLEANING TECHNOLOGIES INC	002625	30598	045-3501-422.40-07	236.36
						002626	30599	045-3501-422.40-07	379.42
9/26/2016			6701		NORTHERN SAFETY COMPANY	002718	101183920	045-3501-422.40-28	268.63
9/26/2016			8543		CFS INSPECTIONS	002632	2016A0022	045-3501-422.30-87	2,020.00
9/26/2016			9447		MARK STEWARD	002645	REASORS	045-3501-422.50-54	25.50
						002646	REASORS	045-3501-422.50-54	29.88
						002647	WALMART	045-3501-422.50-54	66.80
						002648	WALMART	045-3501-422.60-03	4.04
9/26/2016			9734		EMS TECHNOLOGY SOLUTIONS LLC	002634	12991	045-3502-422.40-55	180.00
9/26/2016			9812		EMS MANAGEMENT & CONSULTANTS I	002636	028329	045-3502-422.40-28	16,297.76
9/26/2016			10310		MARMIC FIRE & SAFETY CO INC	002649	5042861	045-3501-422.40-07	100.00
						002650	5042862	045-3501-422.40-07	150.00
						002651	5042863	045-3501-422.40-07	100.00
						002652	5042864	045-3501-422.40-07	100.00
9/26/2016			10369		RED EARTH ENVIRONMENTAL	002721	8450	045-3502-422.30-87	432.00
								9/26/2016 TOTAL -	24,167.39
								CUMULATIVE TOTAL -	70,751.41

FUND	045	PUBLI C	SALES TAX	DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
				DUE	NO	NAME	NO	NO	NO	
9/29/2016	4997	HARRI S	CORPORATI ON	PSPC	002817	93234708	045-3501-422.40-50			2,185.60
					002818	93236414	045-3501-422.40-50			731.75
					002822	93237913	045-3501-422.40-50			734.46
9/29/2016	5331	JEREMY	ROBERTS		002787	47757844	045-3503-422.60-23			56.13
9/29/2016	9151	CLEAN THE	UNI FORM CO	OKLAHOMA	002765	50789843	045-3501-422.40-33			5.90
					002766	50789181	045-3501-422.40-33			3.95
					002767	50788745	045-3501-422.40-33			4.35
					002768	50789841	045-3501-422.40-33			4.60
9/29/2016	10310	MARM I C	FIRE & SAFETY CO	I NC	002844	5042331	045-3501-422.40-07			48.50
					002845	5042346	045-3501-422.40-07			93.50
					002846	5042347	045-3501-422.40-07			229.50
					002847	5042348	045-3501-422.40-07			27.00
					002848	5042349	045-3501-422.40-07			549.00
					002849	5042350	045-3501-422.40-07			111.00
					002850	5042351	045-3501-422.40-07			13.50
					002851	5042390	045-3501-422.40-07			69.50
9/29/2016	10594	STEPHANEE	CORBET		002862	92316	045-3502-422.30-87			750.00
							9/29/2016 TOTAL -			5,618.24
							CUMULATI VE TOTAL -			76,369.65
10/04/2016	309	OKLAHOMA	NATURAL GAS	CO	001549	254388990	045-3501-422.50-24			2.32
					007430	254388990	045-3501-422.50-24			158.29
					007432	110382200	045-3501-422.50-24			108.08
					007433	180496173	045-3501-422.50-24			128.87
					007676	179445691	045-3501-422.50-24			114.52
10/04/2016	888	PREFERRED	BUSI NESS	SYSTEMS	005123	071124	045-3501-422.40-33			35.75
					005124	071124	045-3501-422.40-33			35.75
					005148	071075	045-3501-422.40-33			152.00
10/04/2016	6347	COX	COMMUNI CATIONS		002505	066266801	045-3501-422.50-23			245.18
10/04/2016	8512	AT&T	MOBI LITY		000533	2846014	045-3501-422.50-54			39.81
					000534	4389975	045-3501-422.50-54			39.81
					000619	4389983	045-3501-422.50-54			39.81
					000620	4389991	045-3501-422.50-54			39.81
					000621	6064855	045-3501-422.50-54			39.81
					000623	9825658	045-3501-422.50-54			40.31
					000624	9825675	045-3501-422.50-54			40.31
					000668	6930397	045-3501-422.50-22			31.73
					000669	6930637	045-3501-422.50-22			31.73
					000670	6939984	045-3501-422.50-22			31.73
					000671	6982539	045-3501-422.50-22			31.73
					000672	7981020	045-3501-422.50-22			64.73
					000673	8306582	045-3501-422.50-22			31.73
					000674	8571121	045-3501-422.50-22			31.73
					000675	8911436	045-3501-422.50-22			61.73
					000676	9047255	045-3501-422.50-22			64.73
					001436	5764078	045-3501-422.50-54			40.01
					001437	6005395	045-3501-422.50-54			40.21
					001439	6133798	045-3501-422.50-54			40.41
					001440	6297865	045-3501-422.50-54			39.81
					001441	9327770	045-3501-422.50-54			39.81
					002438	5132544	045-3501-422.50-54			39.81

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 43

FUND	DATE DUE	PUBLIC SAFETY VENDOR NO	SALES TAX VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
				002440	6259960	045-3501-422.50-54	30.39
				002458	11PAD	045-3501-422.60-24	33.01
				005713	4389526	045-3501-422.50-54	39.81
				009289	4389634	045-3501-422.50-54	39.81
				009291	9389702	045-3501-422.50-54	39.81
				009293	4080325	045-3502-422.50-54	39.81
						10/04/2016 TOTAL -	2,104.70
						FUND 045 TOTAL -	78,474.35

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 44

FUND	060	WORKMANS COMP					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
9/29/2016	4982	WORKERS COMPENSATION TRUST FUN	002868	09/26/16	060-1700-419.30-88		25,225.36
			002869	09/26/16	060-1700-419.50-90		3,655.46
			002870	09/26/16	060-1700-419.30-08		6,476.65
					9/29/2016 TOTAL -		35,357.47
					FUND 060 TOTAL -		35,357.47

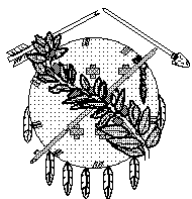
FUND	091 2011	GO BOND ISSUE					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
8/09/2016	6158	UTLEY & ASSOCIATES LLC	PI 3279 PI 3280	110236 110235	091-5305-438.70-16 091-5305-438.70-16		1,537.00 10,080.00
					8/09/2016 TOTAL -		11,617.00
					CUMULATIVE TOTAL -		11,617.00
9/12/2016	5827	BUILDERS UNLIMITED, INC.	PI 2947	#5	091-6000-451.70-15		201,922.41
					9/12/2016 TOTAL -		201,922.41
					CUMULATIVE TOTAL -		213,539.41
9/21/2016	10658	ANN DAVIS	002487	PARCEL 9	091-5300-431.70-08		18,100.00
9/21/2016	10659	DANNY DEWAYNE MCGINNIS	002520	PARCEL 2	091-5300-431.70-08		237.50
9/21/2016	10660	KAZAR HOLDINGS, LLC	002558	PARCEL 32	091-5300-431.70-08		3,600.00
9/21/2016	10661	LINDA LOUISE MCKAIG	002564	PARCEL 2	091-5300-431.70-08		237.50
9/21/2016	10662	MARLENE DEE MCGINNIS	002569	PARCEL 2	091-5300-431.70-08		237.50
					9/21/2016 TOTAL -		22,412.50
					CUMULATIVE TOTAL -		235,951.91
9/22/2016	10663	STEVEN CREGG MCGINNIS	002589	PARCEL 2	091-5300-431.70-08		237.50
					9/22/2016 TOTAL -		237.50
					CUMULATIVE TOTAL -		236,189.41
9/26/2016	7873	KIVELL, RAYMENT AND FRANCIS, P.	002643	1509069	091-5300-431.70-08		525.00
			002644	1509070	091-5300-431.70-08		1,100.00
9/26/2016	10646	MADALONE FENCE CO	PI 3310	384950	091-6000-451.70-15		1,600.00
					9/26/2016 TOTAL -		3,225.00
					CUMULATIVE TOTAL -		239,414.41
9/29/2016	5279	HRAOK, INC.	002786	4429	091-5300-431.70-08		2,378.00
9/29/2016	5904	ADDCO ELECTRIC INC.	002771	21694	091-5300-431.70-08		368.67
9/29/2016	8891	NICHOLLS CONSULTING	002798	1506	091-6000-451.70-16		715.00
			002807	1506	091-5300-431.70-16		605.00
					9/29/2016 TOTAL -		4,066.67
					FUND 091 TOTAL -		243,481.08

PREPARED 9/30/16, 6:32:53
PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 47

FUND	092 2014	GO BOND ISSUE	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
9/15/2016	4988	GARVER ENGINEERS	PI 3174	140370603	092-5300-431.70-16				53,228.00
					9/15/2016 TOTAL -				53,228.00
					CUMULATIVE TOTAL -				53,228.00
9/29/2016	8891	NICHOLLS CONSULTING	002803	1506	092-3501-422.70-16				275.00
			002805	1506	092-5300-431.70-16				605.00
					9/29/2016 TOTAL -				880.00
					FUND 092 TOTAL -				54,108.00
					TOTAL ALL FUNDS -				1,842,851.49



City of Broken Arrow

Fact Sheet

File #: 16-1198, Version: 1

**Broken Arrow City Council
Meeting of: October 4, 2016**

**To: Mayor and City Council
From: Office of the City Attorney**

Title: Consideration, discussion, and possible approval of and authorization to execute a Second Amendment to the 2015 Employment Agreement, as amended between the City of Broken Arrow, Oklahoma and Michael L. Spurgeon

Background:

On July 21, 2015, the City Council appointed Michael L. Spurgeon to be the City's City Manager. A six-month employment review was conducted by the City Council on May 3, 2016, pursuant to the Employment Agreement entered into by and between the City and Mr. Spurgeon. Said Agreement was amended on June 7, 2016 to reflect the performance review.

The Agreement provides merit consideration for salary increases at least once each year of employment. Such increases can be given based upon satisfactory or better performance during each year of employment. Increases may be in the form of salary increases or bonuses. On September 20, 2016, the City Council conducted a yearly performance review of Mr. Spurgeon and has directed the City Attorney to amend the Agreement to provide for such increases.

The attached Second Amended Employment Agreement provides that the City shall increase Spurgeon's base salary by 2.5 % effective September 21, 2016. Said contributions shall be payable in equal installments, on each regularly scheduled payroll date.

In addition, the City shall increase Spurgeon's base salary by 3% effective January 1, 2017. Said contributions shall be payable in equal installments, on each regularly scheduled payroll date.

Furthermore, the City shall pay Spurgeon a one-time stipend. Such stipend will be 2% of his base salary, for the Fiscal Year of 2017.

The Second Amendment is presented for the Council's consideration. Mr. Spurgeon has indicated that the terms reflected within the Agreement are satisfactory.

Cost: 2.5% increase to Mr. Spurgeon's base salary effective September 21, 2016, 3% increase to Mr. Spurgeon's base salary effective January 1, 2017, and a one-time 2% stipend of Mr. Spurgeon's salary for the Fiscal Year 2017.

Prepared By: Beth Anne Wilkening, City Attorney

Reviewed By: Assistant City Manager

Approved By: Michael L. Spurgeon, City Manager

Attachments: Second Amendment to Employment Agreement

Recommendation:

Approve the Second Amendment to the 2015 Employment Agreement and authorize its execution.

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (“Second Amendment”) made effective this 4th day of October, 2016, by and between Michael L. Spurgeon, City Manager for the City of Broken Arrow (hereinafter “Spurgeon”) and the City of Broken Arrow, Oklahoma, an Oklahoma Municipal corporation (hereinafter “City”). Terms used and not otherwise defined in this Second Amendment shall be defined in the August 4, 2015, Employment Agreement.

WITNESSETH:

WHEREAS, on August 4, 2015, Spurgeon and the City of Broken Arrow entered into an Employment Agreement (hereinafter referred to as the “2015 Employment Agreement”) whereby the City offered certain benefits and set forth the terms and conditions of Spurgeon’s employment; and

WHEREAS, on June 7, 2016, the 2015 Employment Agreement, was amended to modify some of the terms set forth in the 2015 Employment Agreement; and

WHEREAS, the City of Broken Arrow and Spurgeon desire to continue the employment relationship, but modify some of the terms set forth in the 2015 Employment Agreement, as amended; and

WHEREAS, modifications to said 2015 Employment Agreement, as amended, are reasonable and proper.

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and in the 2015 Employment Agreement, as amended, and other good and valuable consideration, the sufficiency of which the parties hereto hereby covenant and agree to the following Amendments:

ARTICLE A AMENDMENTS TO THE 2015 EMPLOYMENT AGREEMENT, AS AMENDED

A.1 **Amendment to Section C.1, Salary and Retirement Contributions:** Section C.1, Salary and Retirement Contributions, is hereby amended as follows:

1. The City agrees to pay Spurgeon a base salary, payable in bi-weekly installments at the same time as other City employees are paid. The City shall pay Spurgeon an annual salary of \$170,150.00, effective September 21, 2016. The City shall pay Spurgeon an annual salary of \$175,254.50, effective January 1, 2017. Any reduction in Spurgeon’s salary as the result of an across the board workforce salary reduction shall be commensurate with the percentage of adjustment afforded to other non-union employees.

A.2 **Amendment to Section C. Salary and Retirement Contributions:** Section C, Salary and Retirement Contributions, is hereby amended as follows:

1. The City shall pay Spurgeon a one-time stipend in the amount of \$3,403.00, for Fiscal Year 2017.

**ARTICLE B
CONTINUING TERMS OF AGREEMENT**

B.1 Except as amended hereby, all terms of the 2015 Employment Agreement, as amended, shall remain in full force and effect without modification or change. The 2015 Employment Agreement, as amended by this Second Amendment, is in all respects ratified and confirmed, and the 2015 Employment Agreement, as amended shall be read, taken and construed as one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Second Amendment to the 2015 Employment Agreement, as amended, to be executed and to take effect as of the date above written.

Dated this 4th day of October, 2016.

Michael L. Spurgeon

State of Oklahoma)
) SS:
County of Tulsa)

Subscribed and acknowledged by Michael L. Spurgeon before me on this _____ day of _____, 2016, as his free and voluntary act and deed.

NOTARY PUBLIC
My Commission No:
My Commission Expires:

ATTEST:

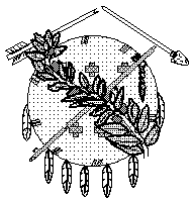
THE CITY OF BROKEN ARROW,
A municipal corporation

By: _____
City Clerk

By: _____
Mayor

Reviewed as to form:

Assistant City Attorney



City of Broken Arrow

Fact Sheet

File #: 16-1192, Version: 1

Broken Arrow City Council

Meeting of: 10-04-2016

To: Mayor and City Council Members
From: Development Services Department
Title:

Consideration, discussion, and possible approval of and authorization to execute a Memorandum of Understanding related to the intersection improvements at 23rd Street and Dearborn Street associated with the proposed Walmart Neighborhood Market No. 4622 at the northeast corner of 23rd Street and Dearborn Street, Broken Arrow, Tulsa County, State of Oklahoma

Background:

Walmart Stores and their Consultant, Cochran Engineering, approached the City of Broken Arrow in 2015 about a new Neighborhood Market at the northeast corner of 23rd Street and Dearborn Street. During the coordination with the City on the zoning and site layout, residents in the nearby subdivisions requested improvements to the intersection for 23rd Street and Dearborn Street, specifically the need for left turn lanes.

City staff contacted Tulsa County to discuss improvements at this intersection and proposed improvements north and east of the intersection adjacent to Walmart's proposed drive entrances. Tulsa County indicated that the 2-mile stretch from 51st Street north to 31st Street along 193rd Street (County Line) was planned for design and improvement in the 2017 and 2018 fiscal years.

City staff held a meeting with representatives of Walmart, Tulsa County, City of Tulsa and Broken Arrow to discuss improvements at the 23rd (193rd) and Dearborn (41st) intersection. Tulsa County indicated they would manage the contract (similar to past projects) with hopeful participation from the City of Tulsa and Broken Arrow. Walmart indicated they would provide \$50,000 (approximately 25%) toward the signalization for the intersection improvements.

In early 2016, Walmart indicated they were continuing with the design for the project but forecasted closing on the property later this year with a possible construction start in spring 2017. Tulsa County confirmed in Spring 2016 that they received approval and funding to move forward with the intersection improvements.

City staff prepared a Memorandum of Understanding Letter (MOU) for the Walmart Neighborhood Market site, portion of contributable money in escrow, Tulsa County administering the contract, and permits related to the

Neighborhood Market. All parties have reviewed and agreed to the MOU.

Tulsa County has contacted and will continuing coordinating with both the City of Tulsa and City of Broken to facilitate the intersection improvements schedule.

City staff recommends approval of the Memorandum of Understanding.

Cost: **None**

Prepared By: **Michael W. Skates, P.E., CFM, Development Services Director**

Reviewed By: **Engineering Department
Finance Department
Assistant City Manager - Operations
Legal Department**

Approved By: **Michael L. Spurgeon, City Manager**

Attachments: **Memorandum of Understanding
Site Plan, Proposed Neighborhood Market**

Recommendation: Approve the Memorandum of Understanding and authorize its execution.

September 9, 2016

Walmart Stores, Inc.
Sam Walton Development Complex
2001 SE 10th Street #0550
Bentonville, AR 72716-0550

APPROVED

SEP 19 2016

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

2016 SEP 14 AM 9:55

TULSA COUNTY CLERK

Re: 23rd Street (193rd Street and/or County Line) and Dearborn Street (41st Street) Offsite Improvements Memorandum of Understanding, Walmart Store No. 4662

Interested Parties,

Pursuant to our meeting on September 1, 2015 in connection with a proposed Walmart Neighborhood Market, No. 4662, located at the northeast corner of 23rd Street and Dearborn Street, certain offsite improvements are necessary to provide improved traffic in the area associated with this development and other existing, current or future developments. We mutually agree to move forward with the following memorandum of understanding outlining the completed design, plans and implementation of the proposed system and construction.

The following are the revised terms and conditions:

1. Walmart will be solely responsible for the engineering, design, cost and construction of the required left turn lanes and street improvements as shown in the approved plans prepared by Cochran Engineering for 23rd Street and Dearborn Street at the main entrances to the new Neighborhood Market store.
2. Walmart will not be responsible for any engineering, design, or construction related to improvements at the intersection of 23rd Street and Dearborn Street, however Walmart will contribute \$50,000 (25% of the estimated \$200,000 signalization cost), and will place this money in escrow with Tulsa County. The escrow shall be established before the building permit will be issued by the City of Broken Arrow.
3. Tulsa County will administer a contract for design and construction of intersection improvements at 23rd Street and Dearborn Street, in association with the City of Broken Arrow and the City of Tulsa, similar to a previous contract in previous years for 23rd Street (193rd Street and/or County Line) and Omaha Street (51st Street). Terms of the contract and distributed participation by any entity will be administered by Tulsa County. The design will include necessary right-of-way, left turn lanes, full signalization and other appurtenant work.
4. Tulsa County has indicated that the intersection improvements would begin in late 2017 and extend into 2018. Schedule will be dependent upon Right of Way and Utility Work.
5. The City of Broken Arrow will move forward with permits for the Neighborhood Market, upon submittal and approval of all necessary plans and placement of escrow for a portion of the signal installation cost as described in item 2 above.

239290

6. The City of Broken Arrow will permit the Neighborhood Market for construction and tentative opening in 2017 and operation of the store whether the intersection improvements have commenced and/or been completed or not.

7. This Agreement shall not obligate Wal-Mart to construct or open a Neighborhood Market store at this intersection.

Please review and sign below. Upon signature, the City will submit to City Council for approval authorization.

Approved as to Form:

City of Broken Arrow

Kim Slinkard
Assistant City Attorney

Michael Spurgeon
City Manager

Attest:

City Clerk [Seal]

Date of Execution: _____

Michael Thomas

Michael Thomas
Walmart Stores, Inc.

Date of Execution: 9/9/16

ATTEST: (SEAL)

TULSA COUNTY, OKLAHOMA
Board of County Commissioners


Pat Key
Pat Key, County Clerk

Karen Keith
Karen Keith, Chairman

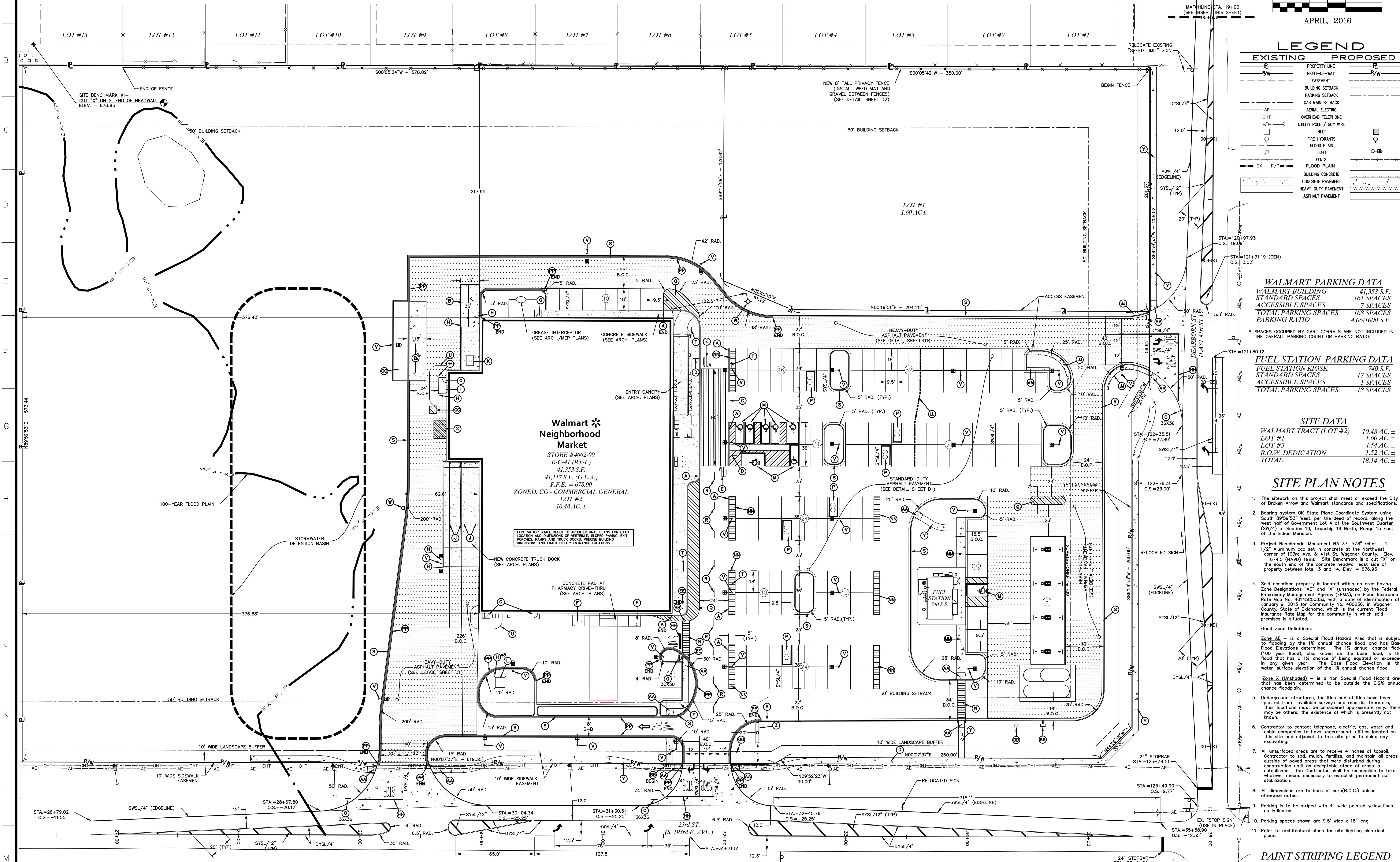
APPROVED AS TO FORM:

Matty M

Assistant District Attorney

SITE PLAN

2402 EAST DEARBORN STREET



LEGEND	
EXISTING	PROPOSED
	PROPERTY LINE
	RIGHT-OF-WAY
	EASEMENT
	BUILDING SETBACK
	PARKING SETBACK
	GAS MAIN SETBACK
	AERIAL ELECTRIC
	OVERHEAD TELEPHONE
	UTILITY POLE / GUY WIRE
	FIRE HYDRANT
	FLOOD PLAIN
	LIGHT
	FENCE
	FLOOD PLAIN
	BUILDING CONCRETE
	CONCRETE PAVEMENT
	HEAVY-DUTY PAVEMENT
	ASPHALT PAVEMENT

WALMART PARKING DATA	
WALMART BUILDING	41,353 S.F.
STANDARD SPACES	161 SPACES
ACCESSIBLE SPACES	7 SPACES
TOTAL PARKING SPACES	168 SPACES
PARKING RATIO	4.06/1000 S.F.

FUEL STATION PARKING DATA	
FUEL STATION KIOSK	740 S.F.
STANDARD SPACES	17 SPACES
ACCESSIBLE SPACES	1 SPACES
TOTAL PARKING SPACES	18 SPACES

SITE DATA	
WALMART TRACT (LOT #2)	10.48 AC. ±
LOT #1	1.00 AC. ±
LOT #3	4.54 AC. ±
R.O.W. DEDICATION	1.52 AC. ±
TOTAL	18.14 AC. ±

SITE PLAN NOTES

- The site plan on this project shall meet or exceed the City of Broken Arrow and Walmart standards and specifications.
 - Bearing system OK State Plane Coordinate System using South 89°59'53" West, per the deed of record, along the west half of Government Lot 4 of the Southwest Quarter (SW/4) of Section 19, Township 19 North, Range 15 East of the Indian Meridian.
 - Project Benchmark Monument BA 37, 5/8" rebar - 1 1/2" Aluminum cap set in concrete at the Northwest corner of 193rd Ave. & 41st St. Wagoner County, Elev. = 674.5 (NAVD) 1988. Site Benchmark is a cut "X" on the south end of the concrete headwall east side of property between lots 13 and 14. Elev. = 676.93.
 - Said described property is located within an area having Zone Designations "AE" and "X" (unshaded) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 40145C00853, with a date of identification of January 9, 2015 for Community No. 400236, in Wagoner County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
- Flood Zone Definitions:**
- Zone AE - is a Special Flood Hazard Area that is subject to flooding by the 1% annual chance flood and has Base Flood Elevations determined. The 1% annual chance flood (100 year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.
- Zone X (unshaded) - is a Non Special Flood Hazard area that has been determined to be outside the 0.2% annual chance floodplain.
- Underground structures, facilities and utilities have been plotted from available surveys and records. Therefore, their locations must be considered approximate only. There may be others, the existence of which is presently not known.
 - Contractor to contact telephone, electric, gas, water and cable companies to have underground utilities located on this site and adjacent to this site prior to doing any excavating.
 - All unsurfaced areas are to receive 4 inches of topsoil. Contractor to sod, mulch, fertilize, and maintain all areas outside of paved areas that were disturbed during construction until an acceptable stand of grass is established. The Contractor shall be responsible to take whatever means necessary to establish permanent soil stabilization.
 - All dimensions are to back of curb (B.O.C.) unless otherwise noted.
 - Parking is to be striped with 4" wide painted yellow lines as indicated.
 - Parking spaces shown are 9.5' wide x 18' long.
 - Refer to architectural plans for site lighting electrical plans.

PAINT STRIPING LEGEND

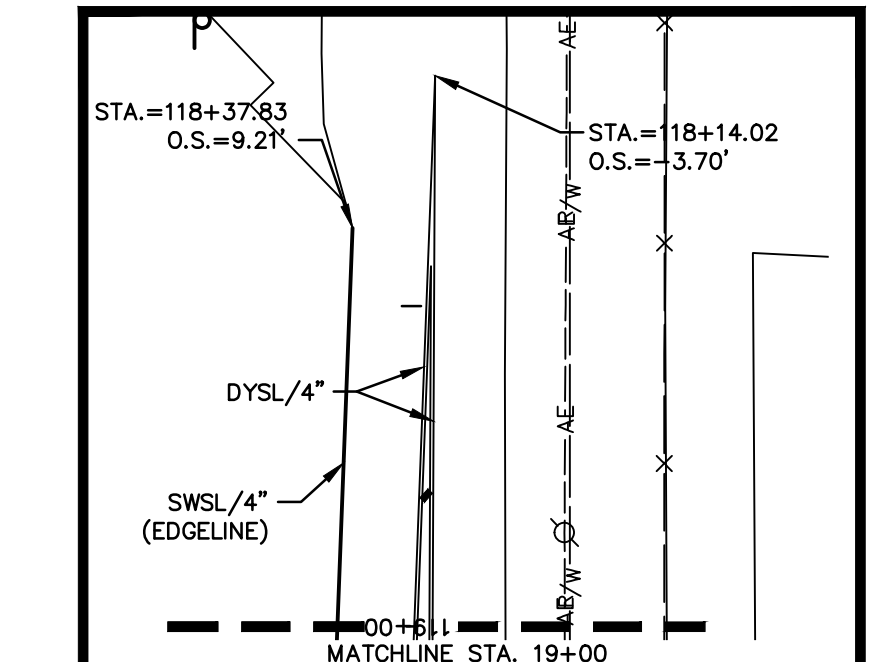
GREEN SPACE DATA	
TOTAL GREEN SPACE SHOWN	5.75 AC. ±
TOTAL IMPERVIOUS AREA SHOWN	4.73 AC. ±
PERCENTAGE OF GREEN SPACE SHOWN	55%
REQUIRED PERCENTAGE OF GREEN SPACE	20%

SITE PLAN PREPARED FOR:
OWNER: WALMART STORES, INC.
ADDRESS: 2001 SOUTH EAST 10TH STREET
BENTONVILLE, AR 72716
CONTACT: DAVID LOVELAND
PHONE#: (479) 277-8039

SITE LEGEND

- 6" WIDE FIRE LANE STRIPING PAINTED TRAFFIC RED W/ "NO PARKING FIRE LANE" PAINTED WITH 4" HIGH WHITE LETTERING AT 25' O.C. SEE DETAIL, SHEET D1.
- HEAVY DUTY CONCRETE PAVEMENT. SEE DETAIL, SHEET D1. CONCRETE JOINTING AND FILLERS TO BE COMPLETED PER DETAIL, SHEET D1. (TYPICAL OF ALL EXTERIOR CONCRETE EXCLUSIVE OF BUILDING CONCRETE)
- PEDESTRIAN CROSSWALK WITH 6" WIDE PAINTED WHITE STRIPING PARALLEL TO DIRECTION OF TRAFFIC AT 2'-0" O.C. AND (1)-8" WHITE STRIPE PERPENDICULAR ON BOTH ENDS UNLESS NOTED OTHERWISE. SEE SITE PLAN FOR DIMENSIONS.
- "PEDESTRIAN CROSSING" SIGNAGE TYPICAL AT PEDESTRIAN CROSSWALKS AS NOTED ON PLANS. SEE DETAIL, SHEET D2.
- "YIELD" PAINTED WHITE ON PAVEMENT TYPICAL. SEE DETAIL, SHEET D1.
- STANDARD DUTY CONCRETE PAVEMENT (SEE DETAIL, SHEET D1)
- EXIT PORCH. SEE ARCHITECTURAL PLANS FOR EXACT SIZE, LOCATION FOR STAIRS, STAIRS AND/OR RAMPS THAT MAY BE REQUIRED. RAMP PAVEMENT FLUSH WITH THE TOP OF STAIR OR CURB IS PRESENT.
- 6" WIDE PEDESTRIAN CROSSWALK TYPICAL UNLESS NOTED OTHERWISE. SEE DETAIL, SHEET D2.
- AT GRADE OVERHEAD DOOR LOCATION. SEE ARCHITECTURAL PLANS FOR EXACT SIZE AND LOCATION.
- 4" WIDE x 130' LONG YELLOW PAINTED TRUCK ALIGNMENT STRIPES TYPICAL.
- TRASH COMPACTOR AND HEAVY DUTY CONCRETE PAD. REFER TO ARCHITECTURAL PLAN FOR EXACT LOCATION AND SLOPE.
- CONCRETE TRANSFORMER PAD WITH BOLLARD PROTECTION. CONTRACTOR TO COORDINATE WITH LOCAL POWER COMPANY FOR DETAILS.
- ACCESSIBLE PARKING SPACE TYPICAL. SEE "STANDARD PARKING STRIPING", SHEET D1 FOR ACCESSIBLE PARKING SPACE SIZE, SIGN AND SYMBOL. ("VAN" - INDICATES VAN ACCESSIBLE SPACE)
- 6" WIDE PEDESTRIAN CROSSWALK. EDGE LINES PAINTED SWSL/8" WITH INSIDE STRIPING PAINTED SWSL/4" @ 2'-0" O.C. PERPENDICULAR LINES. (SEE DETAIL, SHEET D1)
- "STOP SIGN" SEE DETAIL, SHEET D2.
- AREA STRIPED AT SYSL/4" AT 45° @ 2' O.C.
- 6" LONG STRIPE WITH 18" GAPS, TYPICAL.
- 24" CONCRETE CURB AND GUTTER TYPICAL. SEE TYPE "A" CONCRETE CURB AND GUTTER DETAILS, SHEET D1.
- "NO PARKING FIRE LANE" SIGN. SEE DETAIL, SHEET D2.
- SLOPE PAVEMENT TO MEET STAIR (S/S MAX.).
- LIGHT, TYPICAL. SEE DETAIL, SHEET D2.
- NEW FIRE HYDRANT, TYPICAL. SEE DETAIL, SHEET D4.
- 10' x 15' STRIPED AREA PAINTED SYSL/4" AT 45° @ 2'-0" O.C. AT JIB CRANE LOCATION. SEE ARCH. PLANS
- NEW 5' WIDE CONCRETE SIDEWALK. SEE DETAIL, SHEET D1
- AREA STRIPED AT SYSL/4" AT 90° @ 2' O.C.
- ORGANICS DUMPSTER REF. ARCH. PLANS FOR SCREENING & PAVEMENT.
- PAINTED RED. (SHOWN AS SHADED CURB ON DRAWING)
- LIMITS OF ASSOCIATE PARKING. STRIPING FOR ASSOCIATE PARKING SHALL BE WHITE.
- 7' WIDE CONCRETE SIDEWALK
- AREA STRIPED AT SYSL/4" AT 90° @ 2' O.C.
- ORGANICS DUMPSTER REF. ARCH. PLANS FOR SCREENING & PAVEMENT.
- PAINTED RED. (SHOWN AS SHADED CURB ON DRAWING)
- "NO TRUCKS" SIGN. SEE DETAIL, SHEET D2.
- STOP BAR. SEE DETAIL, SHEET D1.
- 3' HEAVY DUTY CONCRETE BUFFER FOR LANDSCAPE PROTECTION. SEE DETAIL, SHEET D2.
- TANK VENT (SEE ARCH. PLANS)

- "NO PARKING FIRE LANE" SIGN. SEE DETAIL, SHEET D2.
- SLOPE PAVEMENT TO MEET STAIR (S/S MAX.).
- LIGHT, TYPICAL. SEE DETAIL, SHEET D2.
- NEW FIRE HYDRANT, TYPICAL. SEE DETAIL, SHEET D4.
- 10' x 15' STRIPED AREA PAINTED SYSL/4" AT 45° @ 2'-0" O.C. AT JIB CRANE LOCATION. SEE ARCH. PLANS
- NEW 5' WIDE CONCRETE SIDEWALK. SEE DETAIL, SHEET D1
- AREA STRIPED AT SYSL/4" AT 90° @ 2' O.C.
- ORGANICS DUMPSTER REF. ARCH. PLANS FOR SCREENING & PAVEMENT.
- PAINTED RED. (SHOWN AS SHADED CURB ON DRAWING)
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- 3' HEAVY DUTY CONCRETE BUFFER FOR LANDSCAPE PROTECTION. SEE DETAIL, SHEET D2.
- TANK VENT (SEE ARCH. PLANS)



636-584-0540 (tel.)
636-584-0542 (fax)
info@ochran.com
www.ochran.com

COCHRAN

Civil Engineering
Land Surveying
Architecture
Site Development
Construction Management
Master Planning

Two working days prior to the date of construction on the site, contractor shall submit to the City of Broken Arrow a copy of this site plan for review and approval. (See City of Broken Arrow Ordinance 19-10-01 for details.)

All OSHA rules & regulations shall be followed during construction. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

SHANNON D. JOHANNING
20663

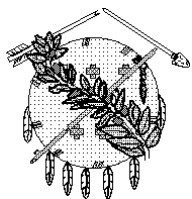
WALMART NEIGHBORHOOD MARKET #4662-00

CITY OF BROKEN ARROW, OKLAHOMA

WAL-MART STORES, INC., BENTONVILLE, AR

SITE PLAN

DATE: APRIL 20, 2016
SCALE: 1" = 30'
SHEET NO: 14-5835
C2



City of Broken Arrow

Fact Sheet

File #: 16-1197, Version: 1

Broken Arrow City Council

Meeting of: 10-04-16

To: Mayor and City Council

From: Finance Department

Title:

Consideration, discussion, and possible approval of projects to be included in the next sale of General Obligation Bonds

Background:

The City of Broken Arrow has authorized but unsold bond funds related to projects approved by the citizens of Broken Arrow in August 2014 in the amount of \$48,860,000. Staff is recommending the sale of \$18,720,000 in bonds authorized in 2014 as shown on the attached Exhibit. The sale of these bonds in this amount will allow the City to complete the sale of all authorized bonds in three years. Based on current estimates, the City's millage rate is estimated to be 16.92 for Fiscal Year 2017 as opposed to 17.10 in Fiscal Year 2016. The sale date will be set at the October 18, 2016 Council meeting and the sale awarded at the November 1, 2016 Council meeting with the closing on the bonds to take place in December 2016.

Upon approval by the Council, staff will work with the City's Bond Counsel and Financial Adviser to prepare the necessary documents for consideration at the October 18, 2016 meeting.

Cost: None

Prepared By: Thomas L. Caldwell, Finance Director

**Reviewed By: Legal Department
Assistant City Manager-Administration
Assistant City Manager-Operations**

Approved By: Michael L. Spurgeon, City Manager

Attachments: Exhibit - Proposed General Obligation Bond Projects

Recommendation:

Approve projects to be included in the next sale of General Obligation Bonds.

CITY OF BROKEN ARROW, OKLAHOMA

2014 BOND ISSUE

FUND 92

UPDATED SEPTEMBER 21, 2016

	ORIGINAL PROPOSITION	PREVIOUSLY SOLD		PROJECTED SALE DATE		
		FISCAL YEAR		FISCAL YEAR		
		2015	2016	2017	2018	2019
STREETS						
23RD: KENOSHA/HOUSTON - 5 LANE	3,150,000	650,000		2,500,000		
WASHINGTON: GARNETT/OLIVE	4,400,000		1,502,500		2,897,500	
ALBANY: 9TH/23RD 4 & 5 LANE/INTERSECTION 23RD	4,305,000				4,305,000	
37TH STREET: OMAHA/ALBANY - 3 LANES	4,200,000	4,200,000				
FLORENCE: OLIVE/ASPEN - 3 & 5 LANE	3,675,000				1,800,000	1,875,000
OLIVE: ALBANY/KENOSHA - 4 LANE	3,000,000			1,000,000		2,000,000
KENOSHA: DATE/MAIN 5 LANE	1,890,000			1,890,000		
9TH STREET: FLIGHT SAFETY/HOUSTON - 5 LANES	1,800,000		1,800,000			
WOLF CREEK - CONCRETE REPAIR	1,785,000					1,785,000
MAIN STREET STREETSCAPES PHASE 4 DALLAS/HOUSTON	1,312,500		1,312,500			
OLD TOWN STREETS: ASH & 1ST: COLLEGE/DALLAS	1,050,000			525,000		525,000
KENOSHA RESURFACING: ASPEN/GARNETT	1,050,000			1,050,000		
ARROW SUBDIVISION - MILL/ASPHALT OVERLAY	945,000			945,000		
CENTRAL PARK ESTATES/PLAZA STREETS = CONCRETE REPAIR	840,000					840,000
ASPEN RESURFACING: WASHINGTON/NEW ORLEANS	800,000			800,000		
RESURFACE 7 MILES OF 2 LANE ARTERIAL STREETS	750,000			375,000	375,000	
ASPEN CREEK SUBDIVISION - MILL/ASPHALT OVERLAY	472,500					472,500
LANCASTER PARK/PLACE: MILL/ASPHALT OVERLAY	393,750					393,750
WEDGEWOOD - CONCRETE REPAIR	393,750					393,750
HOUSTON: ELM/GARNETT - 3 TO 5 LANE ENGINEERING	262,500					262,500
TOTAL FUNDING	36,475,000	4,850,000	4,615,000	9,085,000	9,377,500	8,547,500

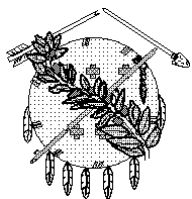
REMAINING FUNDS AS OF JANUARY 1, 2016
2014 BOND ISSUE
FUND 92

	ORIGINAL PROPOSITION	PREVIOUSLY SOLD		PROJECTED SALE DATE		
		FISCAL YEAR		FISCAL YEAR		
		2015	2016	2017	2018	2019
PUBLIC SAFETY						
POLICE/FIRE TRAINING CENTER	367,500			367,500		
POLICE MOBILE DATA TECHNOLOGY	630,000		210,000	304,000	33,000	83,000
RADIO COMMUNICATIONS TOWER - SOUTH BROKEN ARROW	500,000					500,000
POLICE-FIRE: COMMAND/SPECIAL OPERATIONS TEAM VEHICLE	500,000					500,000
FIRE STATION #3	1,800,000		1,800,000			
PUBLIC SAFETY COMPLEX PHASE I	450,000				450,000	
PUBLIC SAFETY COMPLEX PHASE II	950,000					950,000
6TH STREET WIDENING TO PSC	525,000					525,000
AERIAL FIRE TRUCK	1,200,000				1,200,000	
SCBAs	840,000			840,000		
LAND/DESIGN NEW FIRE STATION	787,500			400,000		387,500
TOTAL FUNDING	8,550,000	0	2,010,000	1,911,500	1,683,000	2,945,500
PUBLIC BUILDINGS						
MAINTENANCE CENTER - LAND-A/E DESIGN	790,000				790,000	
LAND - SAND/SALT STORAGE	325,000					325,000
TOTAL FUNDING	1,115,000	0	0	0	790,000	325,000

FUND 92

	ORIGINAL PROPOSITION	PREVIOUSLY SOLD		PROJECTED SALE DATE		
		FISCAL YEAR		FISCAL YEAR		
		2015	2016	2017	2018	2019
QUALITY OF LIFE						
ROSE WST PARK: DOG PARK/TRAILHEAD RESTROOM	473,000			473,000		
LIBERTY PARKWAY TRAIL: RESTROOM AT 5400 S ASPEN OR ELM	315,000			315,000		
ARROWHEAD PARK:	225,000			225,000		
CHISHOLM TRAIL SOUTH PARK	5,000,000					
MIRACLE FIELD						500,000
ADULT SOFTBALL 5 PLEX				600,000	2,700,000	
TRAILS NETWORK						250,000
REGIONAL PLAYGROUND				200,000		
RESTROOMS				300,000		
PICNIC PAVILION				225,000		
SECURITY LIGHTING				225,000		
TOTAL CHISHOLM TRAIL SOUTH PARK	5,000,000	0	0	1,550,000	2,700,000	750,000
INDIAN SPRINGS SPORTS COMPLEX	600,000			600,000		
LIGHT ADDITIONAL SOCCER FIELDS						
NEW PLAYGROUND						
TOTAL INDIAN SPRINGS SPORTS COMPLEX	600,000			600,000	0	0
BATTLE CREEK: CONNECT BANQUET FACILITY/PRO SHOP	158,000			158,000		
LEISURE PARK: SPLASH PAD/PLAYGROUND	368,000			368,000		
COUNTRY AIRE PARK: PLAYGROUND	158,000			158,000		
COPPER CREEK PARK REFURBISH PLAYGROUND	126,000			126,000		
VANDEVER PARK: NEW PLAYGROUND	179,000					179,000
NEINHUIS	1,000,000			1,000,000		
SYNTHETIC TURF - FOOTBALL FIELD						
SECURITY LIGHTING						
TOTAL NEINHUIS	1,000,000	0	0	1,000,000	0	0
COMMUNITY TRAIL NETWORK	1,000,000			500,000		500,000
37TH STREET PARK	263,000					263,000
HIGHLAND PARK: PLAYGROUND/PLAYING FIELDS	200,000					200,000
TOTAL FUNDING	10,065,000	0	0	5,473,000	2,700,000	1,892,000

	ORIGINAL PROPOSITION	PREVIOUSLY SOLD		PROJECTED SALE DATE		
		FISCAL YEAR		FISCAL YEAR		
		2015	2016	2017	2018	2019
STORMWATER LAND/DRAINAGE IMPROVEMENTS - BAX/ELM PHASE I	630,000	630,000				
37TH STREET REGIONAL DETENTION FACILITY	370,000	370,000				
DRAINAGE IMPROVEMENTS VICINITY OF: NEW ORLEANS EAST OF GARNETT 23RD STREET SOUTH OF 151ST EAST AVENUE WEST SHREVEPORT STREET EAST OF ASPEN INCLUDING BRIDGE	315,000					315,000
DRAINAGE IMPROVEMENTS VICINITY OF: TUCSON EAST OF LYNN LANE 23RD STREET SOUTH OF WASHINGTON	315,000					315,000
DRAINAGE IMPROVEMENTS VICINITY OF: ALBANY BETWEEN LYNN LANE & 23RD STREET	2,100,000			850,500	1,249,500	
TOTAL FUNDING	3,730,000	1,000,000	0	850,500	1,249,500	630,000
PROPOSITION 6 & 7 -- REPURPOSING 6 - CONFERENCE CENTER 7 - ART CENTER	5,855,000 1,400,000	5,855,000		0 1,400,000		
TOTAL PROPOSITIONS 6 & 7	7,255,000	5,855,000	0	1,400,000	0	0
TOTAL BOND PROJECTS	67,190,000	11,705,000	6,625,000	18,720,000	15,800,000	14,340,000



City of Broken Arrow

Fact Sheet

File #: 16-1183, Version: 1

Broken Arrow City Council

Meeting of: 10-04-2016

To: Mayor and City Council
From: Office of the City Attorney

Title:

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 941, a resolution of the Broken Arrow City Council approving, authorizing and accepting a contract for sale of real estate for real property located at 845 East Elgin Place, in Broken Arrow, Oklahoma and more particularly described as beginning in the Northeast corner of Block Two (2), Mound View Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, thence west fifty (50) feet; thence south one hundred forty (140) feet; thence east fifty (50) feet; thence north one hundred forty (140) feet to the point of beginning; approving and authorizing purchase of real estate pursuant to the contract for sale of real estate; and authorizing the City of Broken Arrow's expenditure of the sum of \$76,900.00 to effect such purchase, as well as reasonable and necessary costs; 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 sale of real estate; and containing other provisions relating thereto (9th street widening project-Elgin to El Paso)

Background:

Staff has reached an agreement with Xiling Wilson, Managing Member of West Tulsa Properties 88, LLC regarding the purchase of property located at 845 East Elgin, Broken Arrow, OK, more particularly described as: Beginning at the Northeast Corner of Block Two (2), MOUND VIEW ADDITION to the City of Broken Arrow, Tulsa County, State of Oklahoma, Thence West 50 Feet; Thence South 140 Feet; Thence East 50 Feet; Thence North 140 Feet to the Point of Beginning according to the Point of Beginning according to the recorded Plat No. 660.

That the purchase of this property is for the public purpose of the 9th Street Widening Project from Elgin to El Paso Streets. The parties have agreed to the sum of Seventy-Six Thousand Nine Hundred dollars (\$76,900.00).

Staff recommends that the Resolution be approved.

Cost: \$76,900.00 plus closing costs
Prepared By: Beth Anne Wilkening, City Attorney
Reviewed By: Assistant City Manager-Operations
Finance Department

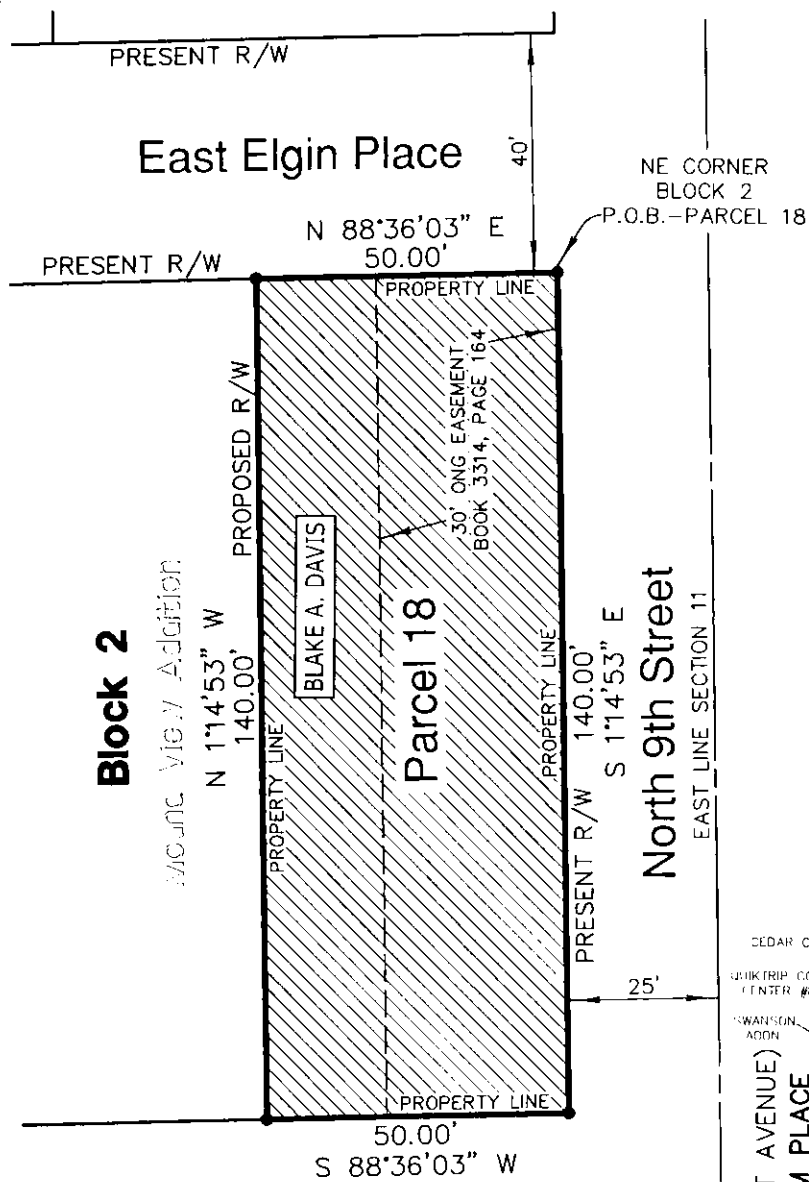
Approved By: **Michael L. Spurgeon, City Manager**

Attachments: **Resolution No. 941**
 Map of Parcel

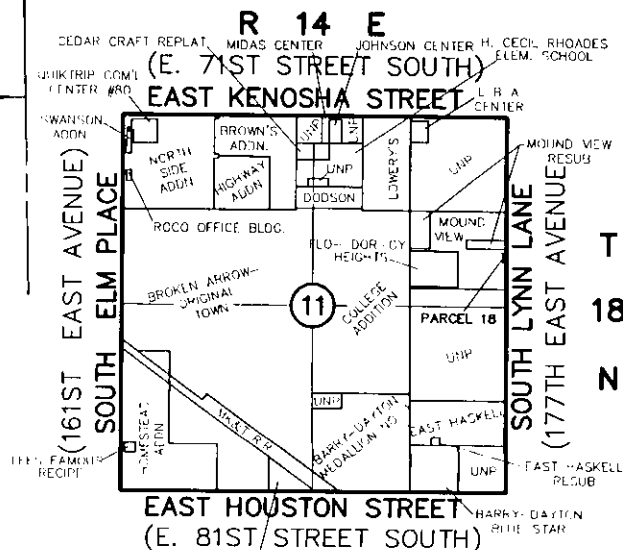
Recommendation:

Approve Resolution No. 941 and authorize its execution.

Parcel Map



SCALE 1"=30'



Location Map

SCALE: NOT TO SCALE

TOTAL PROPERTY - 0.161 ACRES
PERMANENT R/W - 0.161 ACRES

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY

DATE: 12/10/2013
SHEET 2 OF 2



Sisemore Weisz & Associates, Inc.

6111 EAST 32nd PLACE
TULSA, OKLAHOMA 74135
C.A. NO. 2421
W.O. NO. 1672004

PHONE: (918) 665-3600
FAX: (918) 665-8668
EXP. DATE 6/30/15
FILE NO. 1814.1100

RESOLUTION NO. 941

A RESOLUTION OF THE BROKEN ARROW CITY COUNCIL APPROVING, AUTHORIZING AND ACCEPTING A CONTRACT FOR SALE OF REAL ESTATE FOR REAL PROPERTY LOCATED AT 845 EAST ELGIN PLACE, IN BROKEN ARROW, OK AND MORE PARTICULARLY DESCRIBED AS BEGINNING IN THE NORTHEAST CORNER OF BLOCK TWO (2), MOUND VIEW ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, THENCE WEST FIFTY (50) FEET; THENCE SOUTH ONE HUNDRED FORTY (140) FEET; THENCE EAST FIFTY (50) FEET; THENCE NORTH ONE HUNDRED FORTY (140) FEET TO THE POINT OF BEGINNING; APPROVING AND AUTHORIZING PURCHASE OF REAL ESTATE PURSUANT TO THE CONTRACT FOR SALE OF REAL ESTATE; AND AUTHORIZING THE CITY OF BROKEN ARROW'S EXPENDITURE OF THE SUM OF \$76,900.00 TO EFFECT SUCH PURCHASE, AS WELL AS REASONABLE AND NECESSARY COSTS; 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 SALE OF REAL ESTATE; AND CONTAINING OTHER PROVISIONS RELATING THERETO (9TH STREET WIDENING PROJECT—ELGIN TO EL PASO)

WHEREAS, West Tulsa Properties 88, LLC own or otherwise claim some interest in certain real property located at 845 East Elgin Place, Broken Arrow, OK; and

WHEREAS, the Broken Arrow City Council desires to acquire this right-of-way for the public purpose of constructing the 9th Street Widening Project – Elgin to El Paso; and

WHEREAS, this real property is legally described as follows:

RIGHT-OF-WAY:

Beginning at the Northeast Corner of Block Two (2), MOUND VIEW ADDITION to the City of Broken Arrow, Tulsa County, State of Oklahoma, THENCE West 50 Feet; THENCE South 140 Feet; THENCE East 50 Feet; THENCE North 140 Feet to the Point of Beginning according to the recorded Plat No. 660; and

WHEREAS, in support of the City of Broken Arrow's efforts and in the interest of securing the Real Property, City staff have entered into an agreement with Xiling Wilson, Managing Member of West Tulsa Properties 88, LLC to purchase the Real Property for the sum of Seventy-Six Thousand Nine Hundred Dollars and 00/100ths (\$76,900.00); and

WHEREAS, the agreement for the City of Broken Arrow to pay the amount of \$76,900.00 is supported by a current fair market appraisal dated November 11, 2015, and valuing the property at Sixty-Two Thousand Five Hundred Dollars and 00/100ths (\$62,500.00); and

WHEREAS, the City Council deems it appropriate to approve the Contract for Sale of Real Estate, authorize the purchase of the Real Property, authorize the expenditure of the sum of \$76,900.00 to effect the purchase of the Real Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA THAT:

1. The Contract for the sale of real estate is hereby approved, authorized and accepted. The Contract and closing shall be executed for and on behalf of the City by the Mayor or Vice Mayor, as the case may be, and attested by the City Clerk. The Contract for the Sale of Real Estate is hereby authorized for execution and delivery, subject to minor changes, insertions and omissions and such filling of blanks therein as may be approved and made in the form thereof by the officer of the City executing the same pursuant to this section. The execution of the Contract for the Sale of Real Estate for and on behalf of the other parties thereto by their respective authorized officers and for and on behalf of the City by the Mayor or Vice Mayor as the case may be, with an official seal of the City affixed and attested by the signature of the City Clerk, shall be conclusive evidence of the approval of any changes, insertions, omissions and filling of blanks;
2. The City of Broken Arrow is hereby authorized to close the purchase and sale of the Real Property pursuant to the Contract for Sale of Real Estate, to acquire the Real Property for and on behalf of the City and to execute and deliver, for and on behalf of the City, all necessary instruments and agreements reasonably required in connection therewith, following their approval by the City Attorney (whose approval need not be endorsed thereon);
3. The City of Broken Arrow is hereby authorized to expend the sum of \$76,900.00 for such acquisition and is authorized to expend monies for all closing costs and any other cost related to the purchase and closing of this transaction;
4. The Mayor or Vice Mayor is hereby authorized to approve (upon the recommendation of the City Attorney) the final forms of the purchase and closing of the Real Property, and minor changes, insertions and deletions therein, as well as in the form and content of this Resolution, with any changes in the form or content of this Resolution to be evidenced by a written supplement hereto which shall be executed by the Mayor or Vice Mayor and shall evidence the written prior approval of the City Attorney endorsed thereon, and the signature of the Mayor on such supplement shall be conclusive evidence of the approval thereof by the City Council pursuant to and under the City given under this Section 4;
5. It is the intention of the City Council that the Councilmembers and City Officers 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 without limitation and from time to time, the giving of certificates, and instructions under or with respect to the City's performance of the Contract for Sale of Real Estate and the acquisition of the Real Property and such other instruments and

documents as are related thereto, in each case following their approval by the City Attorney (whose approval need not be endorsed thereon);

6. All prior transfers made in connection with the preparations for the purchase of the Real Property, including without limitation, those made for the payment of legal services, escrow payments, engineering fees and costs, surveys, appraisals, inspection and exemption payments are hereby ratified.

Approved and adopted by the Broken Arrow City Council at a regularly scheduled meeting, advance public notice of which was duly given and at which a majority of said Councilmembers were present, this 4th day of October, 2016.

CITY OF BROKEN ARROW, OKLAHOMA

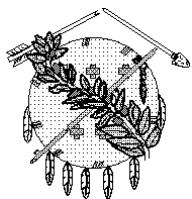
Mayor

Attest:

City Clerk

Approved as to form and legality:

Assistant City Attorney



City of Broken Arrow

Fact Sheet

File #: 16-1196, Version: 1

Broken Arrow City Council

Meeting of: 10-04-2016

To: Mayor and City Council
From: Office of the City Attorney
Title:

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 942, a resolution authorizing the City Legal Department to file a nuisance abatement action in District Court to obtain a Decree ordering the abatement of a public nuisance regarding the property located at 17639 East 101st Street, Broken Arrow, Oklahoma 74011

Background:

In January, 2016, City Staff inspected property located at 17639 East 101st Street, Broken Arrow, OK, 74011 and determined the structure was not in good repair, and was not structurally sound nor sanitary and constituted both a menace to the health and safety and also a public nuisance due to the exterior being in disrepair, cracks in the walls and foundation, vegetation overgrowth and a tree having fallen on the roof of the structure.

On July 8, 2016, a Notice to Abate a Nuisance and Hearing was mailed to the homeowner as well as posted on the property. Said notice was mailed to The Norma Grace Hamilton Trust, 17615 East 101st Street, Broken Arrow, OK 74011. The owner was identified according to the Tulsa County Assessor's Office tax rolls.

A public hearing was held on August 4, 2016, after which an Order of Abatement was issued by hearing officer, Russell Gale. The Order of Abatement was mailed to the property owner. To date the nuisance remains unabated.

Tile 50 § 17 provides that in cases where it is deemed impractical to summarily abate any such nuisance, a City or town may bring suit in the District Court in the County in which the nuisance is located by the City adopting a resolution to direct the brining of the lawsuit in the proper Court for purposes of abating a nuisance.

As noted above, this structure is located at 17639 East 101st Street, Broken Arrow, OK 74011, more particularly described as follows:

Commencing at the Northeast corner of said NE/4 of the NE/4, Thence S 01 deg. 26'09" E for 50.00 feet, Thence S 88 deg. 39'30" W for 610.00 feet to the Point of Beginning of said tract of land, Thence S 01 deg. 26'09" E for 280.00 feet, Thence S 88 deg. 39' 30" W for 50.00 feet, Thence N 01 deg. 26'09" W for 280.00 feet, Thence N 88 deg. 39' 30" East for 50.00 feet to the Point of Beginning of said tract of land.

Staff recommends the Council approve the Legal Department file a nuisance abatement action in District Court

to abate the nuisance.

Cost: All costs associated with the abatement

Prepared By: Beth Anne Wilkening, City Attorney

Reviewed By: Assistant City Manager-Operations
Development Services

Approved By: Michael L. Spurgeon, City Manager

Attachments: Resolution No. 942
Pictures

Recommendation:

Approve Resolution No. 942 and authorize its execution.

RESOLUTION NO. 942

A RESOLUTION OF THE BROKEN ARROW CITY COUNCIL, AUTHORIZING THE CITY LEGAL DEPARTMENT TO FILE AN ACTION IN DISTRICT COURT TO OBTAIN A DECREE ORDERING THE ABATEMENT OF A PUBLIC NUISANCE REGARDING THE PROPERTY LOCATED AT 17639 EAST 101ST STREET, BROKEN ARROW, OK 74011.

WHEREAS, the property located at 17639 East 101st Street, Broken Arrow, Oklahoma 74011, was inspected by representatives of the City of Broken Arrow who determined that the main structure in its present condition constitutes not only a menace to the health and safety of the public, but is also a public nuisance; and

WHEREAS, on July 8, 2016, a Notice to Abate a Nuisance public hearing was mailed to the owner of the property by the United States Postal Service at 17615 East 101st Street, Broken Arrow, OK 74011, the same being the address as reflected by the current year's tax rolls in the Tulsa County Treasurer's Office, namely The Norma Grace Hamilton Trust, 17615 East 101st Street, Broken Arrow, OK, 74011. Notice of the hearing date was also posted on the subject property; and

WHEREAS, following the public hearing held on August 4, 2016, an Order of Abatement was issued finding that the structure at 17639 South 101st Street, Broken Arrow, OK 74011, in its present condition was a dilapidated and uninhabitable structure in violation of City Ordinance § 15-1.C(15) and 15-1 D.11 a & b and 15-4 and Oklahoma State Statutes Title 11 § 22-111 & 112 and constituted a public nuisance; and

WHEREAS, the above described public nuisance remains unabated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, that the main structure on the property legally described as Part of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Twenty-six (26), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract of land being described as follows: Commencing at the Northeast corner of said NE/4 of the NE/4, Thence S 01 deg. 26'09" E for 50.00 feet, Thence S 88 deg. 39'30" W for 610.00 feet to the Point of Beginning of said tract of land, Thence S 01 deg. 26'09" E for 280.00 feet, Thence S 88 deg. 39' 30" W for 50.00 feet, Thence N 01 deg. 26'09" W for 280.00 feet, Thence N 88 deg. 39' 30" East for 50.00 feet to the Point of Beginning of said tract of land and locally known as 17639 East 101st Street, Broken Arrow, OK 74011, constitutes a public nuisance; and

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to file an action in District Court pursuant to 50 O.S. § 17, to obtain a Decree ordering the abatement of the public nuisance and should the owner fail to abate the nuisance as ordered, that the matter may be referred to the neighborhood improvement department to take all necessary action to demolish and remove said main structure.

APPROVED AND PASSED in Open Meeting by the City Council of the City of Broken
Arrow on this 4th day of October, 2016

MAYOR

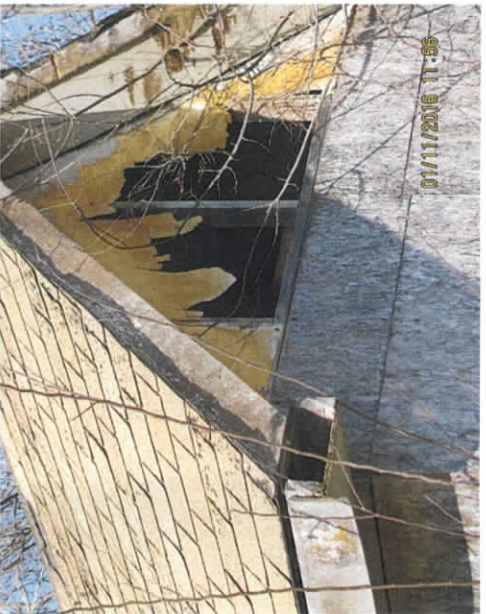
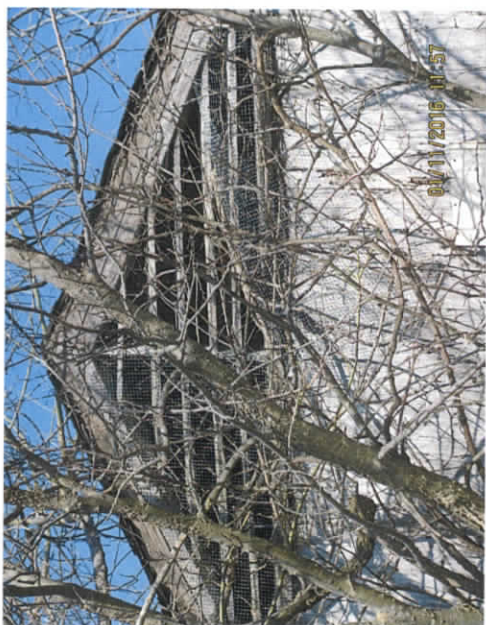
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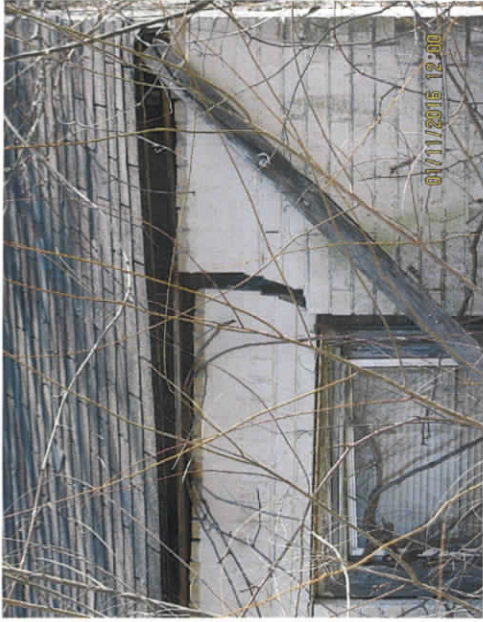
(seal) City Clerk

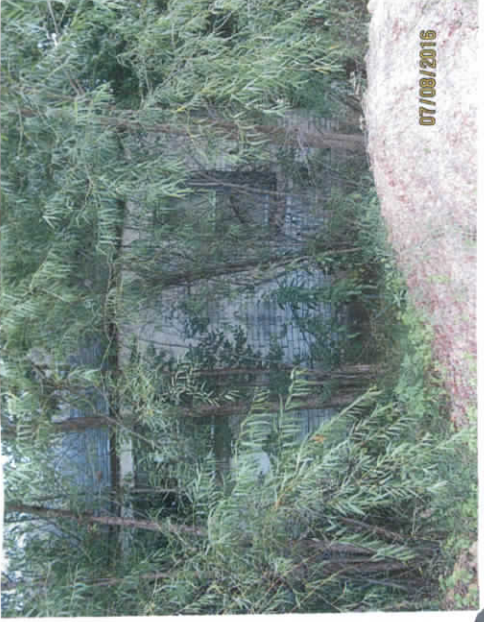
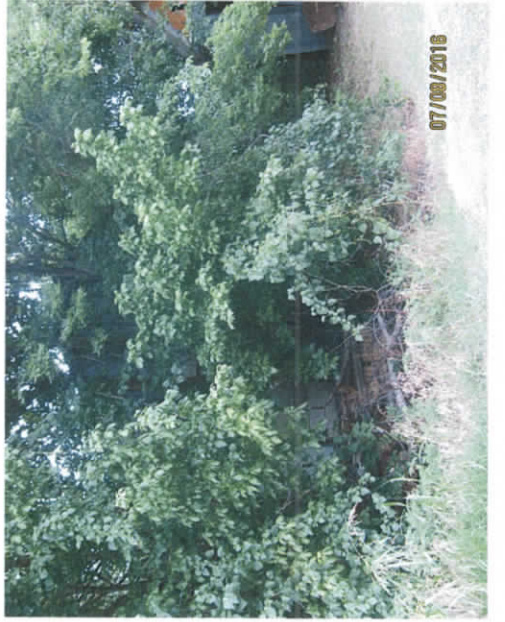
APPROVED AS TO FORM:

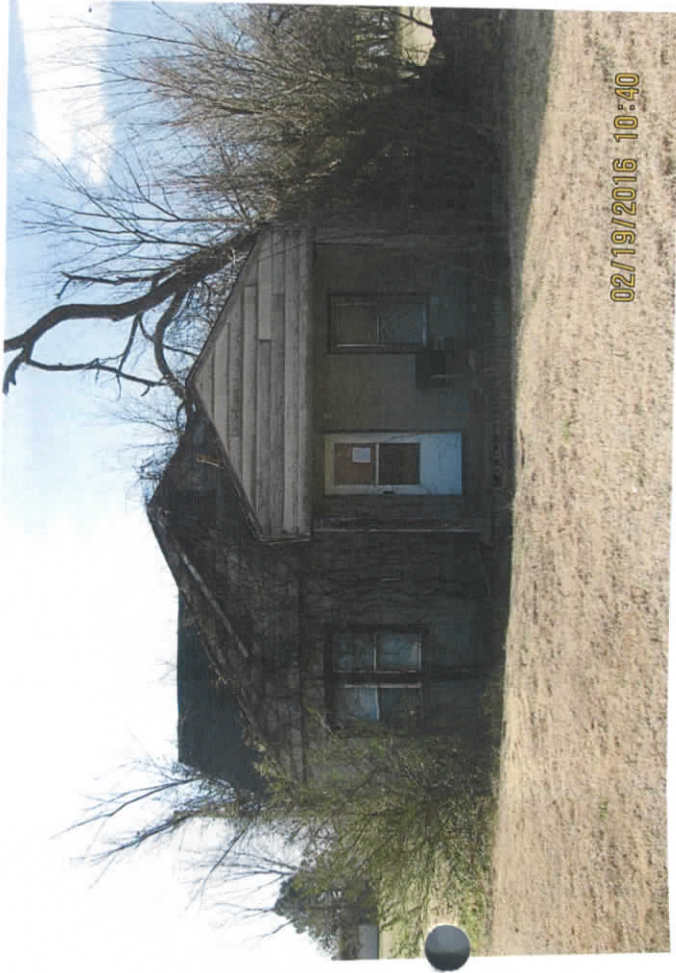
Assistant City Attorney

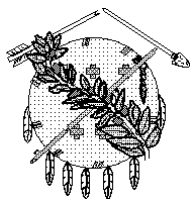












City of Broken Arrow

Fact Sheet

File #: 16-1176, Version: 1

**Broken Arrow City Council
Meeting of: 10-04-16**

To: Mayor and City Council
From: Parks and Recreation Department
Title:

Consideration, discussion, and possible approval of and authorization to execute a Mayor's Monarch Pledge from the National Wildlife Federation

Background:

The City Manager has initiated the need for the establishment of Monarch Butterfly habitats in the city of Broken Arrow. This action is needed because of the decline of the Monarch Butterfly due to the degradation and loss of summer breeding habitat in the U.S. Oklahoma is a key corridor for the Monarch Butterfly migration pattern from the U.S. to Mexico and the return trip. The establishment of Monarch waystation habitats is a national effort being led by the National Wildlife Federation, MonarchWatch.org, state and local agencies, schools, and citizens.

The Parks and Recreation Department has been assigned to facilitate the Monarch program in the City of Broken Arrow with Brad West, Grounds Supervisor, being the project coordinator. A citizen action committee has been established for the purpose of assisting the City with the implementation of the Monarch habitat program. This has included research, identification of Monarch waystations sites, education, marketing, and the continued support of development of the program. The committee has identified six initial public locations to seed and plant, which will take place this Fall and Spring, they include: Broadway and Elm Gateway, City Hall, Jackson Park, Ray Harral Nature Park, Veterans Park, Battle Creek Golf Course, and Broken Arrow High School. One goal is to add public sites annually and to have Monarch habitats established by private groups, citizens, and businesses. Additional information about the program is provided by the City of Broken Arrow Monarch Project Proposal, which is attached.

The next step in the Monarch Project Proposal is for the Mayor to sign the Mayor's Pledge as developed by the National Wildlife Federation, which demonstrates support of the Monarch Butterfly reestablishment program in the City of Broken Arrow.

Cost: \$35,000.00

Prepared By: Scott Esmond, Parks and Recreation Director

Reviewed By: Finance Department
Development Services Department
Legal Department
Assistant City Manager-Operations

Approved By: Michael L. Spurgeon, City Manager

Attachments: **Mayor's Monarch Pledge**
 Monarch Project Proposal

Recommendation:

Approve the Mayor's Monarch Pledge and authorize its execution.



Mayors' Monarch Pledge

The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans.

We, the undersigned mayors and local government chief executives, are deeply concerned about the decline of the monarch butterfly population. Twenty years ago, more than one billion Eastern monarch butterflies migrated to Mexico. In the winter of 2014, only 60 million made the trip. The North American monarch population has declined by more than 90 percent in the past two decades. Monarch scientists attribute the decline to degradation and loss of summer breeding habitat in the U.S., and loss of winter habitat in Mexico. Western populations of monarch butterflies that overwinter in California are also in decline.

Cities, towns and counties have a critical role to play to help save the monarch butterfly. Municipalities in particular can provide habitat at public parks, median strips, community gardens and municipal buildings that serve as community hubs such as recreation centers and libraries. Schools, homes and businesses can all provide essential habitat for monarchs too. Simple changes in landscaping ordinances or school policies can make a big difference for the monarch. Educating citizens about how and where to grow milkweed is also a key piece of the puzzle. Creating habitat and educating citizens will benefit other pollinators that need healthy habitat as well.

When mayors speak up and take a stand, citizens notice. Therefore, we hereby commit to help restore habitat for the monarch and encourage our citizens to do the same, so that these magnificent butterflies will once again flourish across the continent.

Sign the pledge at www.nwf.org/mayorsmonarchpledge

###



BROKEN ARROW

Where opportunity lives

.....Prepared by:..

Brad West, Grounds Supervisor
Parks & Recreation Department

Reviewed by:

Phillip Hink, Parks Maintenance Manager
Parks & Recreation Department

Scott Esmond, Parks & Recreation Director
Parks & Recreation Department

I.	SUMMARY	3
II.	INTRODUCTION	4
III.	GOALS/OBJECTIVES.....	5
IV.	PROCEDURES/SCOPE OF WORK	5
V.	TIMETABLE	6
VI.	MAINTENANCE.....	6
VII.	BUDGET	6
VIII.	IMPLEMENTATION TEAM	7
IX.	EVALUATION.....	7
X.	FUTURE RECOMMENDATIONS	7
XI.	NEXT STEPS	7

I. Summary

The Monarch Butterfly is in rapid decline and the United States, Canada, and Mexico are working to restore the Monarch populations. The City of Broken Arrow can do its part by planting Monarch Waystations which consist of native pollinators and milkweed. The U.S. Fish and Wildlife Service has a target goal of a quarter billion butterflies by 2020. We have identified six locations for initial Monarch Waystation sites, with a combined total of 3.2 acres. Among the sites will be both aesthetically pleasing ornamental sites and more natural wildflower plots with lower maintenance needed. Implementation will cost \$15,173.00. Project is ready to proceed pending approval and a funding source.

II. Introduction

The Monarch Butterfly is the iconic orange-and-black butterfly known for its extraordinary annual migration up to 2,000 miles one way from points all over the United States to overwintering sites in central Mexico.

Over the past 20 years, the North American Monarch Population has plunged from a high of one billion to less than sixty million, due mostly to loss of critical habitat.

Recent surveys of the wintering Monarchs in Mexico show the population has fallen to as low as ten percent of its 20-year average. A decline in milkweed and nectar plants in the Midwest has reduced the capacity of the population to recover to sustainable levels.

Starting in September and October, eastern/northeastern populations migrate from southern Canada and the United States to over-wintering sites in central Mexico where they arrive around November. They start the return trip in March, arriving back around July. No individual butterfly completes the entire round trip. Female monarchs lay eggs for the next generation during the northward migration and at least five generations are involved in the annual cycle. The last generation makes the trip south into Mexico and can live up to eight months.

The U.S. Fish and Wildlife Service set a Monarch population goal of 250,000,000 by 2020. Broken Arrow is an ideal location to help reach the USFWS goal and help the Monarchs because we are in the center of their migration paths.

III. Goals/Objectives

- Mayors' Monarch Pledge – www.nwf.org/MayorsMonarchPledge
- Register & Certify milkweed locations as Monarch Waystation Sites-
www.monarchwatch.org/waystations/certify.html
- Volunteer created community event
- Public education and involvement with intention of public doing plantings on private properties.

IV. Scope of Work

According to the Monarch Waystation Registry in Broken Arrow there are currently five certified Monarch Waystations. The City of Broken Arrow currently has no Monarch Waystation sites or regular milkweed plots. The Parks Department along with members of the community identified locations for Waystation sites. Among these sites will be both aesthetically pleasing ornamental sites and more natural wildflower lower maintenance sites. Volunteers have offered assistance with the program to communicate with the public, organize events, and encourage citizen participation at their homes and businesses. City departments have also offered assistance toward the program. The Parks Department and Battle Creek Golf Course will install and maintain the initial Monarch Waystations.

Locations:

➤ Broadway Street Gateway	560 sq. ft.
➤ City Hall	100 sq. ft.
➤ Jackson Park	900 sq. ft.
➤ Ray Harral Nature Park	3,000 sq. ft.
➤ Veterans Park	10,350 sq. ft.
➤ Battle Creek GC	124,802 sq. ft.

V. Timetable

The expected timetable for the project has been planned / scheduled by phases, and a schedule is provided below.

	Description of Work	Start Dates
Fall Phase	Construct beds and sow seed	November 1 st , 2016
Spring Phase	Install plants in ornamental sites	March 1 st , 2017

VI. Maintenance

The ornamental sites will have regular 2-3 week maintenance cycle. Nutrients will be added to achieve proper conditions, density will be managed by plot thinning, beds will be mulched, dead stalks removed, beds will be watered as needed to maintain growth, and invasive species removed from beds. Treat for aphids and milkweed bugs if necessary using liquid dish soap with 1.5 tablespoons per gallon of water.

The native sites will be mowed to a height of 3-6 inches (or above the height of the seedlings) whenever competing vegetation begins to completely shade the seedlings during the first year. Do not mow once the plantings have gone dormant in late fall. During the second year, mow if weeds are out competing the native wildflowers/milkweed. The second year mowing should only be completed between March 15th and May 1, or make certain mow above height of forb seedlings. Once established mowing will be once per year. Spot treat undesirable plants. Sites will be soil tested and nutrients added as needed.

VII. Budget

The expected budget is provided below.

	Description of Work	Anticipated Costs
Broadway Street Gateway	Install Kwik Kerb border, irrigation, soil, and plants. KBAB grant of \$2200 available but must be used at Broadway site landscaping. Register site with signage.	\$1,664.00 if grant money used.
City Hall	Install Kwik Kerb border, irrigation, soil, and plants. Register site with signage.	\$1,494.00
Jackson Park	Use existing border, install irrigation, soil, and plants. Register site with signage.	\$2,584.00
Ray Herral Nature Park	Four sites at this location. Install irrigation, plants, and sow seed. Current or no border used. Register site with signage.	\$2,623.00
Veterans Park	Site Prep and Sow seed on East pond bank. Register site with signage.	\$534.00
Battle Creek Golf Course	Site Prep and Sow seed in native areas along #1 Tee, #6 Tee, between #13 Tees, and #14 Green. Register site with signage.	\$6,274.00
	Total	\$15,173.00

Source for donated seed hasn't been found.

VIII. Implementation Team

Brad West, Project Coordinator / Grounds Supervisor

Scott Esmond, Parks & Recreation Director

Phillip Hink, Park Maintenance Manager

Chris Ohler, Horticulturist

Will Heffernan, Battle Creek G.C. Superintendent

Jill Gerardi-Spurgeon, Volunteer

Janet Skates, Volunteer

IX. Evaluation

The phases were titled Fall and Spring phases to correlate the sowing and planting with the actual weather conditions. Most of which will be evaluated after establishment of plant material.

X. Future Recommendations

Several other locations have been reviewed and/or documented for the project pending the outcome of the initial year. There is potential for unknowns such as percentage of germination, plant loss, and maintenance issues our staff would like the opportunity to evaluate before making future recommendations. If the public embraces the Monarch Waystations and community involvement is present the Monarch Project has plenty of room to grow.

XI. Next Steps

Will proceed based on project approval and an established direction for project funding.



Broadway Street Gateway



Jackson Park



City Hall



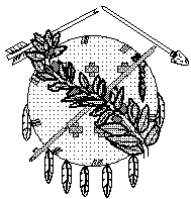


Veterans Park



Ray Harral Nature Park





City of Broken Arrow

Fact Sheet

File #: 16-1191, Version: 1

Broken Arrow City Council

Meeting of: 10-4-2016

To: Mayor and City Council Members

From: Development Services Department

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3454, an ordinance amending the Broken Arrow Code of Ordinances Chapter 6, Buildings and Building Regulations, Article III.5 - International Residential Code (IRC), Section 6-36, Adopted; conflict with other regulations; Section 6-37, Amendments, specifically amending to become in compliance with the 2015 ICC International Residential Code, repealing all ordinances to the contrary

Background:

The Oklahoma Uniform Building Code Commission, (OUBCC) chose not to adopt the 2012 International Code Council, (ICC) Residential Code as the states minimum code and elected to wait until the 2015 ICC Residential Code was published to do code updates. In February of 2015 the OUBCC Technical committees were formed to review each section of the ICC 2015 International Residential Code. The Chief Building Inspector was involved in these committee code reviews. The committee's recommendations were reviewed and approved by the OUBCC Board and the Board set out for adoption of the 2015 ICC International Residential Code with various modifications. The adoption of this code was approved by legislative action, signed by Governor Mary Fallin and will be effective state-wide on November 1, 2016. The requirements for residential sprinklers to be installed in one and two family dwellings was again taken out of the body of the code and placed in Appendix V and is not considered part of the code unless Appendix V is adopted. City staff recommends approval of the adoption of the 2015 ICC Residential Code (noted above) as adopted and amended by the Oklahoma Uniform Building Code Commission with various local amendments.

The Broken Arrow City Council, approved Ordinance 3366 adopting the 2015 International Building, Plumbing, Mechanical, Fuel Gas Codes and the 2014 National Electric Code for commercial construction as adopted and amended by the Oklahoma Uniform Building Code Commission with various local amendments on October 6, 2015.

City Council previewed the ordinance at their regular meeting held on 9/20/16.

Cost: None

Prepared By: Joe Williford, MCP, Chief Building Inspector

**Reviewed By: Development Services Department
Legal Department
Assistant City Manager - Operations**

Approved By: Michael L. Spurgeon, City Manager

Attachments: Ordinance No. 3454
Letter to the State

Recommendation: Adopt Ordinance No. 3454.

ORDINANCE NO. 3454

An ordinance amending the Broken Arrow Code of Ordinances Chapter 6, Buildings and Building Regulations, Article III.5 - International Residential Code (IRC), Section 6-36, Adopted; conflict with other regulations; Section 6-37, Amendments, specifically amending to become in compliance with the 2015 ICC International Residential Code, repealing all ordinances to the contrary.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. Broken Arrow Code Chapter 6, Article III.5 International Residential Code (IRC), Section 6-36 Adopted; conflict with other regulations, is hereby amended to read as follows:

ARTICLE III.5. - INTERNATIONAL RESIDENTIAL CODE (IRC)

Sec. 6-36. - Adopted; conflict with other regulations.

- (a) That a certain document, one copy of which is on file in the development services department, being marked and designated as the 2015 International Residential Code as adopted and amended by the Oklahoma Uniform Building Code Commission, including Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, Appendix M, Appendix N, Appendix O, Appendix P, Appendix R and Appendix S are hereby adopted as the One- and Two-Family Residential Dwelling Code of the city to the same extent as if set out herein at length, with the amendments prescribed in section 6-37.
- (b) In the event of any conflict between any provision of the dwelling code adopted by this section and any other provisions of the Code of Ordinances, the latter provision shall control. In the event of any conflict between any provision of the dwelling code adopted by this section and any other building code adopted by reference or other fire or life safety codes adopted by reference within the Code of Ordinances, the latter provision shall control.

SECTION II. Broken Arrow Code Chapter 6, Article III.5 International Residential Code (IRC), Section 6-37 Amendments, is hereby amended to read as follows:

Sec. 6-37. - Amendments.

The International Residential Code adopted in section 6-36 is hereby amended as set forth in the following paragraphs:

- (a) *Subsection R101.1 Title.* Is amended by inserting "City of Broken Arrow, Oklahoma" in lieu of the phrase, "[name of jurisdiction]".
- (b) *Section R109 Inspections* shall be amended by adding the following subsections:

- (1) *R109.1.1.1 Survey submittal inspection.* The Chief Building Official may require a survey submittal when a structure foundation (edge of ditch) is found to be less than six inches (6") from any easements, street rights-of-way or required setback at the time of the foundation inspection. The submitted survey shall be prepared and signed by a registered professional engineer or land surveyor, registered in the State of Oklahoma, containing the location of the foundation, easements, street rights-of-way, required setbacks and property lines. The survey shall be submitted to the City of Broken Arrow for review and approval.
- (2) *R109.1.1.2 Post tension cable and/or steel inspection.* Inspection of the post tension cables and/or steel shall be made after the backfill has been properly placed over any plumbing piping, mechanical ducts or electrical conduit that is installed under the slab.
- (c) *Subsection R112.1 General,* is amended to state: All persons shall have the right to appeal the Building Official's decision to the City Council.
- (d) *Subsection R113.4 Violation penalties* is amended to state: Any person, firm or corporation violating any of the provisions of this Code shall be guilty of a Class B offense. It shall be deemed a separate offense for each day or a portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted.
- (e) *Table R301.2(1) entitled Climatic and Geographic Design Criteria* is amended to read as follows:

Ground Snow Load = 10 lbs. per square foot
 Wind Design, Speed = 115
 Wind Design, Topographic effects = No
 Wind Design, Special wind region = No
 Wind Design, Wind-borne debris zone = No
 Seismic design category B
 Subject to Damage from, Weathering = Moderate
 Subject to Damage from, Frost line depth = Eighteen inches (18")
 Subject to Damage from, Termite = Moderate to Heavy
 Winter Design Temp = Thirteen Degrees Fahrenheit
 Ice Barrier Underlayment Required = No
 Air Freezing Index = One Thousand Five Hundred (1,500) or Less
 Mean Annual Temp = Sixty and Three Tenths Degrees Fahrenheit
- (f) *Subsection R302.3 Two-family dwellings* is amended to state: Dwelling units in two-family dwellings shall be separated from each other by a wall and/or ceiling and floor assemblies of not less than two-hour fire-resistance rating when tested in accordance with ASTM E 119. Fire-resistance rated floors, ceilings and wall assemblies shall extend to and be tied against the exterior wall, and wall assemblies shall extend to the underside of the roof sheathing. Roof decking or sheathing shall be of noncombustible materials or approved fire-retardant-treated wood for a distance of four feet (4') (1,219 mm) on each side of the fire rated wall assembly, or two (2) layers of five-eighths inch (5/8") (15.9 mm) Type X gypsum board is installed directly beneath the roof decking or sheathing for a distance of four feet (4') (1,219 mm) on each side of the fire rated wall assembly.
 - (1) *Exception:* A fire resistance rating of one (1) hour shall be permitted in buildings equipped throughout with an automatic sprinkler system designed and installed in accordance with Section P2904 or NFPA 13D.

- (g) *Subsection R403.1.2 Continuous footing in Seismic Design Categories D0, D1 and D2*, is amended to read as follows: R403.1.2 Continuous footing. Exterior walls of buildings shall be supported by continuous solid or fully grouted masonry or concrete footings. Other footing materials or systems shall be designed in accordance with accepted engineering practice.
- (h) *Subsection R403.1.3 Footing and stem wall reinforcing in Seismic Design Categories D0, D1, and D2*, is amended to read as follows: R403.1.3 Footing and stem wall reinforcing. Concrete footings located shall have minimum reinforcement in accordance with this section and Figure R403.1.3. Reinforcement shall be installed with support and cover in accordance with Section R403.1.3.5.
 - (i) Subsection R403.1.3.1 Concrete stem walls with concrete footings, is amended as follows: Where a construction joint is created between a concrete footing and a concrete stem wall, a minimum of one No. 4 vertical bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall have a standard hook and extend to the bottom of the footing and shall have support and cover as specified in Section R403.1.3.5.3 and extend a minimum of 14 inches (357 mm) into the stem wall. Standard hooks shall comply with Section R608.5.4.5. A minimum of two (2) No. 4 horizontal bar shall be installed within 12 inches (305 mm) of the top of the stem wall and two (2) No. 4 horizontal bar shall be located 3 to 4 inches (76 mm to 102 mm) from the bottom of the footing.
 - (j) *Subsection R403.1.3.2 Masonry stem walls with concrete footings*, is amended as follows: Where a masonry stem wall is supported on a concrete footing, a minimum of one No. 4 vertical bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall have a standard hook and extend to the bottom of the footing and shall have support and cover as specified in Section R403.1.3.5.3 and extend a minimum of 14 inches (357 mm) into the stem wall. Standard hooks shall comply with Section R608.5.4.5. A minimum of two (2) No. 4 horizontal bar shall be installed within 12 inches (305 mm) of the top of the wall and two (2) No. 4 horizontal bar shall be located 3 to 4 inches (76 mm to 102 mm) from the bottom of the footing. Masonry stem walls shall be solid grouted.
 - (k) *Subsection R403.1.3.3 Slabs-on-ground with turned-down footings*, is amended as follows: Slabs on ground cast monolithically with turned-down footings shall have a minimum of two (2) No. 4 bar at the top and the bottom of the footing or one No. 5 bar or two No. 4 bars in the middle third of the footing depth. Where the slab is not cast monolithically with the footing, No. 4 or larger vertical dowels with standard hooks on each end shall be installed at not more than 4 feet (1219 mm) on center in accordance with Figure R403.1.3, Detail 2. Standard hooks shall comply with Section R608.5.4.5.
 - (l) *Subsection R404.1.6 Height above finished grade*, is amended to state: Concrete and masonry foundation walls shall extend above the finished grade adjacent to the foundation at all points a minimum of sixteen inches (16").
 - (m) *Subsection R506.1 General*, is amended to state: Concrete slab-on-ground floors shall be designed and constructed in accordance with the provisions of this section or ACI 332. Floors shall be a minimum of three and half inches (3 ½") thick (for expansive soils, see Section R403.1.8) and have a thickened edge a minimum of sixteen inches (16") thick and eight inches (8") wide, thickened edge shall be in contact with the foundation. The specified compressive strength of concrete shall be as set forth in Section R402.2.
 - (n) *Subsection R807.1 Attic access*, is amended to state: Buildings with combustible ceiling or roof construction shall have an attic access opening to attic areas that exceed thirty (30) square feet and have a vertical height of thirty inches (30") or greater. The vertical height shall be

measured from the top of the ceiling framing members to the underside of the roof framing members.

The rough framed opening shall not be less than twenty-two inches (22") by thirty inches (30") When located in a wall, the opening shall be a minimum of twenty-two inches (22") wide by thirty inches (30") high. When the access is located in the ceiling, minimum unobstructed headroom in the attic space shall be thirty inches (30") at some point above the access measured vertically from the bottom of ceiling framing members. Where mechanical equipment is located in attics; the size of the rough framed opening shall comply with Section M1305.1.3. At least one attic access shall be accessible by a pull down ladder located in the hallway or other readily accessible location or through a side-hinged door with a minimum clear height of seventy-eight inches (78").

- (o) Section G2415 shall be amended by adding the following subsection:
 - (1) Subsection G2415.2.1 shall be added to state: CSST installation requirements. CSST shall comply with the following installation requirements:
 - a. CSST shall not be located within the space between roof rafters unless protected from penetration in accordance with section G2415.7.
 - b. CSST shall not be allowed on the roof deck side of insulation installed between rafters.
 - c. CSST shall not enter the attic by passing through the top plate of an exterior wall.
 - d. CSST shall be installed with approved change in direction fittings per the manufactures instructions.
 - e. CSST shall not be installed by lying on the top side of ceiling Joist.
 - f. CSST installed in the attic shall be allowed only where it can be supported by manufactures recommended supports attaching it to the roof rafters.
 - g. CSST manifolds and regulators shall be installed within 36 inches of the attic access for service. The manifold and regulator installation shall be a minimum of 36 inches above a service platform meeting the requirements of section M1305.1.3. A light for service shall be provided in accordance with section M1305.1.3.1.
 - h. CSST shall be installed with a minimum of 6 inches' separation from HVAC ductwork, Electrical wiring, Communication wiring, Metal electrical fixture boxes and their supports, or any other material that may create a path to ground.
 - i. A minimum of 6 inches shall be maintained between the CSST and house wiring located within the same wall cavity.
 - j. CSST shall be bonded in accordance with sections G2411.1 through G2411.1.1.5.
 - k. CSST with damaged outer covering shall be replaced.
 - l. When a gas system containing CSST is repaired or when equipment supplied by a such system is replaced the system shall be bonded in accordance with sections G2411.1 through G2411.1.1.5.
- (p) *Subsection G2415.12 Minimum burial depth*, is amended to state: Underground piping systems shall be installed a minimum depth of eighteen inches (18") below grade, except as provided for in Section G2415.12.1.
- (q) *Subsection G2420.5.1 Located within same room*, is amended to state: The shutoff valve shall be located in the same room as the appliance. The shutoff valve shall be within 6 feet of the appliance, and shall be installed upstream of the union, connector or quick disconnect device it serves. Such shutoff valves shall be provided with access; such access shall not be located within the firebox of a fireplace. Appliance shutoff valves located in the firebox of a fireplace shall be installed in accordance with the appliance manufacturer's instructions and shall have

- an additional appliance shutoff valve located outside of the firebox within 6 feet of the appliance.
- (r) *Section P2602 Individual Water Supply and Sewage Disposal* shall be amended by adding the following subsection:
 - (1) *Subsection P2602.1.1 Public sewer.* Public sewer shall be considered available to a building when the building is located within three hundred feet (300') of the public sewer.
 - (s) *Section P2603 Structural and Piping Protection* shall be amended by adding the following subsection:
 - (1) *Subsection 2603.2.2. Piping in other locations.* Where piping is located within a framing member and is less than 1 ¼ inches (38 mm) from the framing member face to which wall, ceiling or floor membranes will be attached, the piping shall be protected by shield plates that cover the width and length of the piping. Where piping is located outside of a framing member and is located less than 1 ¼ inches (38 mm) from the nearest edge of the face of the framing member to which the membrane will be attached, the piping shall be protected by shield plates that cover the width and length of the piping. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 Gage).
 - (t) *Subsection P2603.6.1 Sewer depth,* is amended to state: Building sewers that connect to private sewage disposal systems shall be a minimum of eighteen inches (18") below finished grade at the point of septic tank connection unless otherwise approved. Building sewers that connect to a public sewer shall be a minimum of eighteen inches (18") below finished grade.
 - (u) *Subsection P2902.5.3 Lawn irrigation systems,* is amended to state: The potable water supply to lawn irrigation systems shall be protected against backflow by a pressure-type vacuum breaker or a reduced pressure principle backflow preventer. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.
 - (v) *Section P2906 Materials, Joints and Connections* shall be amended as follows:
 - (1) *Subsection Table P2906.4* shall be amended by deleting "copper alloy tubing (type M)"
 - (2) *Subsection P2906.5 Water-distribution pipe,* shall be amended by adding the following subsection:
 - (a) *Subsection P2906.5.1 Inaccessible water service piping.* Inaccessible water service piping installed under concrete slabs shall be installed with no joints under slab. Any material subject to corrosion shall be protected when used in corrosive soils.
 - (w) *Subsection P3002.2 Building sewer,* is amended to state: Building sewer pipe shall conform to one of the standards listed in Table P3002.2. When ABS or PVC pipe less than six inches (6") in diameter is used it shall be schedule 40. When PVC pipe six inches (6") or larger is used in an engineered system, designed, sealed and signed by an engineer registered in the State of Oklahoma, it may be schedule 35. Lines less than six inches (6") in diameter shall not exceed three hundred feet (300') in length. Lines six inches (6") in diameter in an engineered system, designed, sealed and signed by an engineer registered in the State of Oklahoma shall have manholes installed and spaced no further apart than three hundred feet (300'). Lines larger than six inches (6") in diameter shall have manholes installed and spaced no further apart than three hundred feet (300').
 - (x) *Subsection E3406.3 Minimum size of conductors,* is amended to state: The minimum size of conductors for feeders and branch circuits shall be 12 AWG copper. The minimum size of service conductors shall be as specified in Chapter 36. The minimum size of Class 2 remote control, signaling and power-limited circuit conductors shall be as specified in Chapter 43.

SECTION III. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION IV. An emergency exists for the preservation of the public health, peace and safety and therefore this Ordinance shall become effective from the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 4th day of October, 2016.

ATTEST:

MAYOR

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

October 4, 2016

Oklahoma Uniform Building Code Commission
P. O. Box 700007
Oklahoma City, OK 73107

RE: Adoption of 2015 Building Codes

To Whom It May Concern:

I the undersigned certify that the attached is a true and correct copy of the ordinance adopting the 2015 International Residential Code adopted by the City of Broken Arrow by Ordinance #3454 on October 4, 2016.

(signature) Michael L. Spurgeon
City Manager
City of Broken Arrow

(printed name) Michael L. Spurgeon